

April 30, 2024

City of Tualatin Planning Commission  
18880 SW Martinazzi Ave,  
Tualatin, OR 97062

Subject: Property Owner Letter of Authorization

Dear Tualatin Planning Commission:

Life Front 2, LLC, an Oregon limited liability company (“**Life Front**”), owns the real property located at 9700 SW Tualatin Rd., Oregon 97062, and LU QBF II, LLC, an Oregon limited liability company (“**Lu Pacific**”), owns the real property located at 9975 and 9905 SW Herman Rd., Oregon 97062.

Life Front and Lu Pacific desire to effect a property line adjustment between the above-mentioned properties that also requires a plan map amendment. Both Life Front and Lu Pacific authorize Miller Nash LLP to complete and submit a plan map amendment on their behalf.

Contact information for Miller Nash LLP is as follows:

Miller Nash LLP  
c/o Max Forer  
1140 SW Washington St., Ste. 700  
Portland, Oregon 97205  
Telephone: (503) 224-5858  
E-mail: [max.forer@millernash.com](mailto:max.forer@millernash.com)

Sincerely,

**LU QBF II, LLC**



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Name: Peter Lu

Title: owner

Date: 5/2/24

**Life Front 2, LLC**



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Name: Benjamin Kilo

Title: Owner

Date: 5/2/24

**Exhibit C**

**Proof of Ownership – Title Report**

# Property Detail Report

9700 SW Tualatin Rd, Tualatin, OR 97062-9407

APN: R531552

Washington County Data as of: 04/21/2023

## Owner Information

Owner Name: Life Front 2 LLC  
Vesting:  
Mailing Address: 3015 NE 44th Ave, Portland, OR 97213-1112  
Occupancy: Absentee Owner

## Location Information

Legal Description: Acres 4.39  
APN: R531552  
Munic / Twnshp:  
Subdivision:  
Neighborhood:  
Elementary School: Tualatin Elementar...  
Latitude: 45.38733  
Alternate APN: 2S123BA03200  
Twnshp-Rng-Sec: 02S-01W-23  
Tract #:  
School District: Tigard-Tualatin School District 23J  
Middle School: Hazelbrook Middle...  
Longitude: -122.77789  
County: Washington, OR  
Census Tract / Block: 032001 / 2013  
Legal Lot / Block:  
Legal Book / Page:  
High School: Tualatin High Scho...

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:  
Buyer Name:  
Price:  
Seller Name:  
Transfer Doc #:  
Deed Type:

## Last Market Sale

Sale / Rec Date:  
Multi / Split Sale:  
1st Mtg Amt / Type:  
2nd Mtg Amt / Type:  
Seller Name:  
Lender:  
Sale Price / Type:  
Price / Sq. Ft.:  
1st Mtg Rate / Type:  
2nd Mtg Rate / Type:  
Deed Type:  
New Construction:  
1st Mtg Doc #: N/A  
Sale Doc #: N/A  
Title Company:

## Prior Sale Information

Sale / Rec Date:  
1st Mtg Amt / Type:  
Prior Lender:  
Sale Price / Type:  
1st Mtg Rate / Type:  
Prior Deed Type:  
Prior Sale Doc #: N/A

## Property Characteristics

Gross Living Area: 400 Sq. Ft.  
Living Area: 400 Sq. Ft.  
Total Adj. Area:  
Above Grade: 400 Sq. Ft.  
Basement Area:  
Style:  
Foundation:  
Quality:  
Condition:  
Total Rooms: 0  
Bedrooms:  
Baths (F / H):  
Pool:  
Fireplace:  
Cooling:  
Heating:  
Exterior Wall:  
Construction Type:  
Year Built / Eff:  
Stories:  
Parking Type:  
Garage #:  
Garage Area:  
Porch Type:  
Patio Type:  
Roof Type:  
Roof Material:

## Site Information

Land Use: Mobile Home Park  
State Use:  
County Use: 7070 - Manufactured Home Park  
Site Influence:  
Flood Zone Code: Ae  
Community Name: City Of Tualatin  
Lot Area: 191,228 Sq. Ft.  
Lot Width / Depth:  
Usable Lot:  
Acres: 4.39  
Flood Map #: 41067C0544E  
Flood Panel #: 0544E  
Zoning: RML  
# of Buildings: 1  
Res / Comm Units:  
Water / Sewer Type:  
Flood Map Date: 11/04/2016  
Inside SFHA: True

## Tax Information

Assessed Year: 2023  
Tax Year: 2022  
Tax Area: 023.76  
Property Tax: \$25,359.25  
Exemption:  
Assessed Value: \$1,508,410  
Land Value:  
Improvement Value:  
Improved %: 39.42%  
Delinquent Year:  
Market Total Value: \$4,638,160  
Market Land Value: \$2,809,660  
Market Imprv Value: \$1,828,500  
Market Imprv %: 39.42%

**Disclaimer:** This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

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RECORDING REQUESTED BY:



1211 SW Fifth Ave., Ste 2130  
Portland, OR 97204

AFTER RECORDING RETURN TO:

Order No.: 472520007426-WG  
Life Front 2, LLC, an Oregon limited liability company  
3015 NE 44th Avenue  
Portland, OR 97213

SEND TAX STATEMENTS TO:

Life Front 2, LLC, an Oregon limited liability company  
3015 NE 44th Avenue  
Portland, OR 97213

APN: R531552  
Map: 2S123BA03200

Washington County, Oregon	<b>2020-119069</b>
D-DW	
Stn=16 M LOPEZ	11/23/2020 01:36:49 PM
\$20.00 \$11.00 \$5.00 \$60.00 \$3,900.00	<b>\$3,996.00</b>
I, Margaret Garza, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.	
Margaret Garza, Director of Assessment and Taxation, Ex-Officio County Clerk	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### STATUTORY WARRANTY DEED

**Willow Glen MHP, LLC, an Oregon limited liability company, Grantor, conveys and warrants to Life Front 2, LLC, an Oregon limited liability company, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Washington, State of Oregon:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (**\$3,900,000.00**). (See ORS 93.030).

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

Chicago Title 472520007426-50 Comm

**STATUTORY WARRANTY DEED**  
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: Nov. 20, 2020

Willow Glen MHP LLC, an Oregon limited liability company

BY: [Signature]  
Hung In, Member

BY: [Signature]  
Jung In, Member

BY: [Signature]  
Yvette Kitt, Member

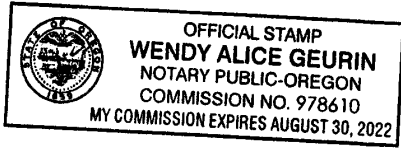
BY: Guem R Choi  
Guem Choi, Member

State of Oregon  
County of Multnomah

This instrument was acknowledged before me on 11-20-20 by Guem Choi, as Member for Willow Glen MHP LLC, Hung In, as Member for Willow Glen MHP LLC, Jung In, as Member for Willow Glen MHP LLC, Yvette Kitt, as Member for Willow Glen MHP LLC.

[Signature]  
Notary Public - State of Oregon

My Commission Expires: 8/30/22



**EXHIBIT "A"**  
Legal Description

A tract of land situated in Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point on the West line of that tract as described in Contract to Alex Freadman, et ux, recorded in Book 525, page 541, said point bears South 35° 50' West 993.07 feet from the one-quarter corner to Sections 14 and 23, Township 2 South, Range 1 West of the Willamette Meridian; thence South 2° 10' East along the West line of said Freadman tract, a distance of 186.16 feet; thence continuing along said West line South 17° 10' East 93.95 feet to the center of SW Herman Road (40 feet wide) County Road No. 489 formerly Cipole Road; thence Southwesterly along the center line of said road to a point on the East line of that tract conveyed to James A. Remillard, et ux, by Deed recorded in Book 216, page 69; thence North along the East line of said Remillard tract to the Southeast corner of Lot 3, SIJOTA INDUSTRIAL PARK, a duly recorded subdivision in Washington County; thence East along the South line of those tracts as described in Deeds recorded as Fee No. 85005768 and in Book 436, page 344, to a point on the West line of SW Tualatin Road (50 feet wide); thence Southeasterly along the West line of said road to the Northwest corner of the aforementioned Freadman tract; thence South 2° 10' East along the West line of said Freadman tract, a distance of 75.20 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within the boundaries of SW Herman Road.

FURTHER EXCEPTING THEREFROM the Southerly 14 feet dedicated for public right of way to the City of Tualatin by instrument recorded June 7, 1990, Recording No. 90-29548 and Recording No. 90-29549.

ALSO EXCEPTING THEREFROM that portion dedicated to the City of Tualatin by instrument recorded October 20, 1999 as Fee No. 99118702 and being more particularly described as follows:

A parcel of land in that tract of real property in Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being a portion of that property described in a Deed to Kenneth W. Hick Revocable Trust, recorded in Document No. 88050765 of Washington County Book of Records; the said parcel being more particularly described as follows:

Beginning at a point at the intersection of the North line of that tract of real property described in a Deed to Kenneth W. Hick Revocable Trust, recorded in Document No. 88050765 of Washington County Book of Records, with the Southerly right of way of S.W. Tualatin Road; thence South 89° 52' 42" West along said North line a distance of 15.00 feet; thence South 25° 18' 41" East a distance of 69.78 feet; thence South 34° 42' 19" East a distance of 77.32 feet to the East line of said property; thence North 2° 10' 12" West along said East line a distance of 50.00 feet to the Southerly right of way of S.W. Tualatin Road; thence Northwesterly along said right of way along a 95.80 foot curve to the right having a radius of 383.10 feet through a central angle of 14° 19' 39", the long chord of which bears North 36° 35' 45" West a distance of 95.55 feet to the point of beginning.

## EXHIBIT "B"

### Exceptions

**Subject to:**

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Columbia Cable of Oregon, an Oregon Corporation

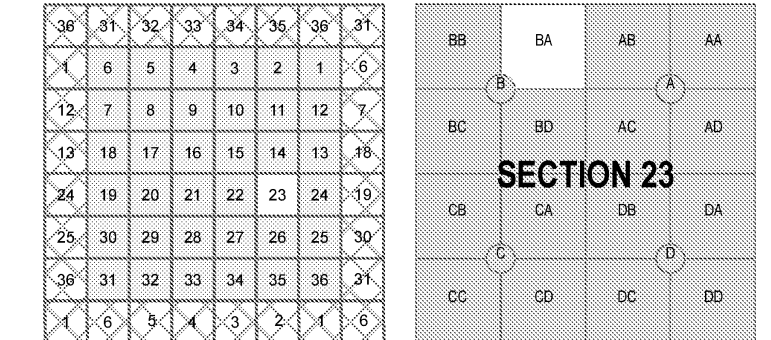
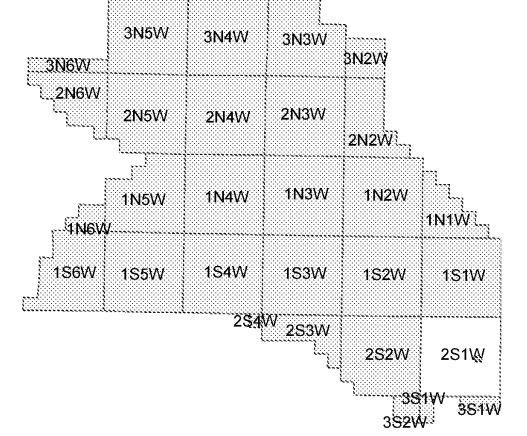
Purpose: Television cable and incidental purposes

Recording Date: April 23, 1990

Recording No: 90019737

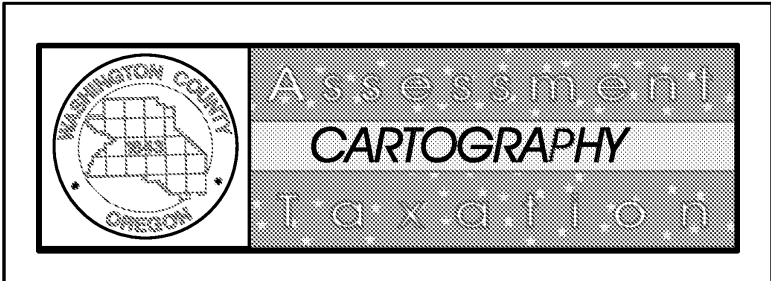
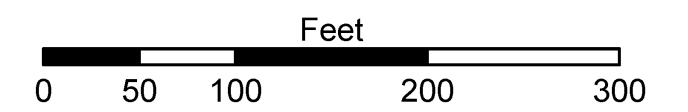


WASHINGTON COUNTY OREGON  
NE 1/4 NW 1/4 SECTION 23 T2S R1W  
SCALE 1"= 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

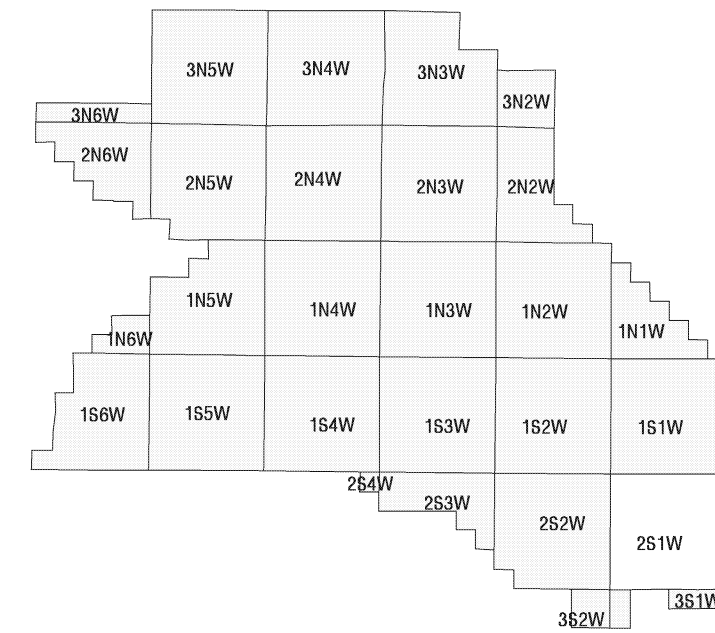
Cancelled Taxlots For: 2S123BA  
2401, 2402, 2404, 3000, 3700, 2801, 2802, 5000, 2400, 2500, 5300, 5400, 5200,  
3201, 3101, 4602, 3300, 3202, 5100



PLOT DATE: 11/28/2022  
Rotation: 0  
FOR ASSESSMENT PURPOSES  
ONLY - DO NOT RELY ON  
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern  
are for reference only and may not indicate the most current property boundaries.  
Please consult the appropriate map for the most current information.



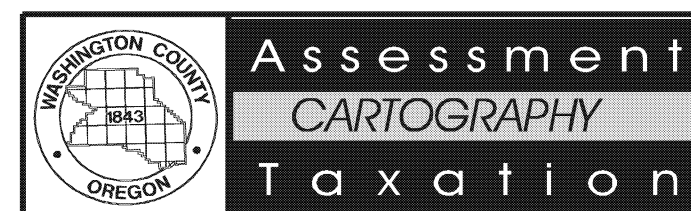


**SUPPLEMENTAL MAP NO. 1**  
**IN**  
**NE 1/4 NW 1/4 SECTION 23 T2S R1W W.M.**  
**WASHINGTON COUNTY OREGON**  
**SCALE 1" = 30'**

35	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

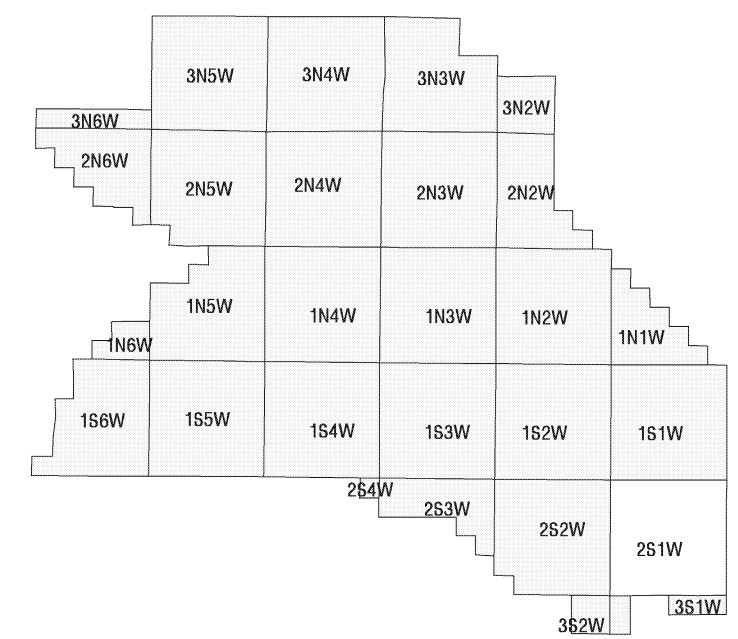
BB	BA	AB	AA
B		A	
BC	BD	AC	AD
<b>SECTION 23</b>			
CB	CA	DB	DA
C		D	
CC	CD	DC	DD



**PLOT DATE: October 13, 2006**  
**FOR ASSESSMENT PURPOSES**  
**ONLY - DO NOT RELY ON**  
**FOR OTHER USE**

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

**SUPPLEMENTAL**  
**MAP NO. 1**

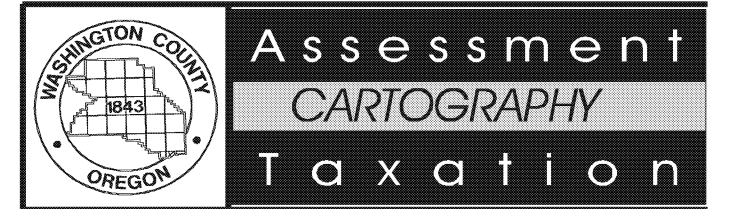
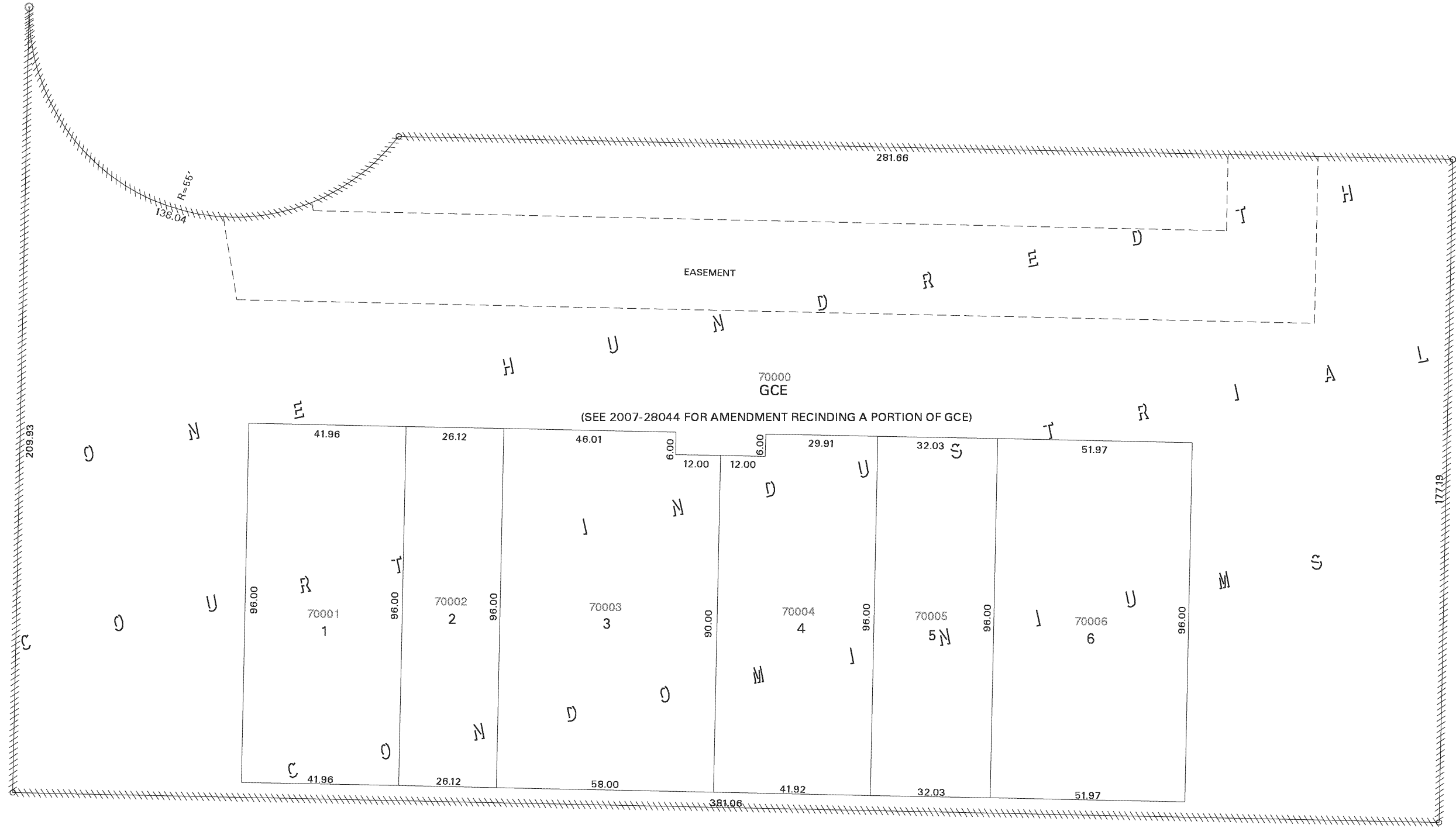


**SUPPLEMENTAL MAP NO.2**  
**IN**  
**NE1/4 NW1/4 SECTION 23 T2S R1W W.M.**  
**WASHINGTON COUNTY OREGON**  
**SCALE 1" = 30'**

35	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

BB	BA	AB	AA
B		A	
BC	BD	AC	AD
<b>SECTION 23</b>			
CB	CA	DB	DA
C		D	
CC	CD	DC	DD



**Assessment**  
**CARTOGRAPHY**  
**Taxation**

PLOT DATE: April 24, 2007  
 FOR ASSESSMENT PURPOSES  
 ONLY - DO NOT RELY ON  
 FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

**SUPPLEMENTAL**  
**MAP NO. 2**  
**TUALATIN**  
**2S 1 23BA-S2**

# Property Detail Report

9905 SW Herman Rd, Tualatin, OR 97062-7911

APN: R531534

Washington County Data as of: 04/21/2023

## Owner Information

Owner Name: Lu Qbf II LLC  
Vesting:  
Mailing Address: Po Box 483, Tualatin, OR 97062-0483  
Occupancy: Unknown

## Location Information

Legal Description: Acres 1.88  
APN: R531534  
Munic / Twnshp: Tualatin  
Subdivision: Tualatin & Sherwood  
Neighborhood: Schumacher Place  
Elementary School: Tualatin Elementar...  
Latitude: 45.38664  
Alternate APN: 2S123BA03100  
Twnshp-Rng-Sec: 02S-01W-23  
Tract #:   
School District: Tigard-Tualatin School District 23J  
Middle School: Hazelbrook Middle...  
Longitude: -122.7793  
County: Washington, OR  
Census Tract / Block: 032001 / 2013  
Legal Lot / Block:  
Legal Book / Page:  
High School: Tualatin High Scho...

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: 12/27/2012 / 02/08/2013  
Buyer Name: Powin Qbf LLC  
Price:   
Seller Name: Lu Joseph & Mei Y  
Transfer Doc #: 2013.12461  
Deed Type: Special Warranty Deed

## Last Market Sale

Sale / Rec Date: 10/16/2009 / 11/03/2009  
Multi / Split Sale: Y  
1st Mtg Amt / Type: \$3,500,000 / Conventional  
2nd Mtg Amt / Type:  
Seller Name: Jiaren LLC  
Lender: Jiaren LLC  
Sale Price / Type: \$5,000,000 / Confirmed  
Price / Sq. Ft.:   
1st Mtg Rate / Type: 500.0 / Fixed  
2nd Mtg Rate / Type:  
Deed Type: High Liability Loan  
New Construction:  
1st Mtg Doc #: 2009.96524  
Sale Doc #: 2009.96523  
Title Company: Lawyers Title

## Prior Sale Information

Sale / Rec Date:  
1st Mtg Amt / Type:  
Prior Lender:  
Sale Price / Type:  
1st Mtg Rate / Type:  
Prior Deed Type:  
Prior Sale Doc #: N/A

## Property Characteristics

Gross Living Area:  
Living Area:  
Total Adj. Area:  
Above Grade:  
Basement Area:  
Style:  
Foundation:  
Quality:  
Condition:  
Total Rooms: 0  
Bedrooms:  
Baths (F / H):  
Pool:  
Fireplace:  
Cooling:  
Heating:  
Exterior Wall:  
Construction Type:  
Year Built / Eff:  
Stories:  
Parking Type:  
Garage #:  
Garage Area:  
Porch Type:  
Patio Type:  
Roof Type:  
Roof Material:

## Site Information

Land Use: Vacant Land- Industrial  
State Use: 2300 - 2300  
County Use: 2300 - County Appraised  
Vacant Industrial Land  
Site Influence:  
Flood Zone Code: Ae  
Community Name: City Of Tualatin  
Lot Area: 81,892 Sq. Ft.  
Lot Width / Depth:  
Usable Lot:  
Acres: 1.88  
Flood Map #: 41067C0544E  
Flood Panel #: 0544E  
Zoning: ML  
# of Buildings:  
Res / Comm Units:  
Water / Sewer Type:  
Flood Map Date: 11/04/2016  
Inside SFHA: True

## Tax Information

Assessed Year: 2023  
Tax Year: 2022  
Tax Area: 023.76  
Property Tax: \$5,637.45  
Exemption:  
Assessed Value: \$335,320  
Land Value:  
Improvement Value:  
Improved %:  
Delinquent Year:  
Market Total Value: \$563,830  
Market Land Value: \$563,830  
Market Imprv Value:  
Market Imprv %:

**Disclaimer:** This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

School information is copyrighted and provided by GreatSchools.org.

**After Recording, return to:**

Lu QBF II, LLC  
PO Box 483  
Tualatin, OR 97062

**Send Tax Statements to:**

Lu QBF II, LLC  
PO Box 483  
Tualatin, OR 97062

Washington County, Oregon  
02/04/2022 09:05:06 AM **2022-008851**

D-DW Cnt=1 Stn=31 RECORDS1  
\$20.00 \$5.00 \$11.00 \$60.00 - Total = \$96.00



02848244202200088510040049

I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Joe Nelson, Director of Assessment and Taxation,  
Ex-Officio County Clerk

---

**SPECIAL WARRANTY DEED**

**LU QBF, LLC, an Oregon Limited Liability Company**, hereinafter called "Grantor", hereby conveys and specially warrants to **LU QBF II, LLC, an Oregon Limited Liability Company**, hereinafter called "Grantee", all of Grantor's interest in and to the following described real properties situated in the County of Washington and State of Oregon free from encumbrances or defects created or suffered by Grantor except as specifically set forth herein below, such properties being more particularly described as follows, to wit:

*For legal description see Exhibit "A" attached hereto, incorporated by reference and made a part of this instrument.*

TO HAVE AND TO HOLD the same unto said Grantee and Grantees' successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of other property or value given or promised, which is the whole consideration.

**This Conveyance is made solely as an adjustment of common boundary between adjoining properties (City of Tualatin Approval Case File No. PLA21-0001, 10005 SW HERMAN RD, Property Line Adjustment).**

THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR

FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

In construing this instrument, where the context so requires the singular includes the plural and all grammatical changes shall be made so that this instrument shall apply equally to business, other entities and to individuals.

IN WITNESS WHEREOF the undersigned have executed this instrument this 3<sup>rd</sup> day of February, 2022

GRANTOR:

**Lu QBF, LLC, an Oregon Limited Liability Company**

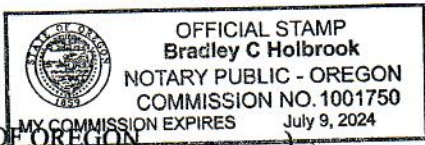
**By its member, Lu Pacific Properties, LLC, an Oregon Limited Liability Company**

  
\_\_\_\_\_  
**Peter Lu, Managing Member**

  
\_\_\_\_\_  
**Danny Lu, Managing Member**

STATE OF OREGON                    )  
  ) ss.  
County of Washington            )

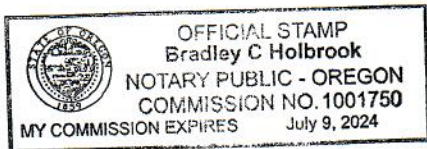
On February 3<sup>rd</sup>, 2022, personally appeared before me the above-named **Peter Lu, as Managing Member of Lu Pacific Properties, LLC**, an Oregon limited liability company, Member of Lu QBF, LLC, an Oregon limited liability company.



  
\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON                    )  
  ) ss.  
County of Washington            )

On February 3<sup>rd</sup>, 2022, personally appeared before me the above-named **Danny Lu, as Managing Member of Lu Pacific Properties, LLC**, an Oregon limited liability company, Member of Lu QBF, LLC, an Oregon limited liability company.



  
\_\_\_\_\_  
Notary Public for Oregon

EXHIBIT A  
LEGAL DESCRIPTION

**Tract 1**

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1, 2 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod at the Southwest corner of said Tract 1, thence along the West line of said Lu QBF, LLC tract, North 00°15'00" East, 432.33 feet to a 5/8" iron rod at the Northwest corner of said Parcel 1;

Thence along the North line of said Tract 1, North 89°54'47" East, 697.62 feet to the Northeast corner of said Tract 1, from which point a 5/8" iron rod bears North 07°27'37" East, 0.98 feet;

Thence along the East line of said Lu QBF, LLC tract, South 00°15'00" West, 349.03 feet to a 5/8" iron rod with red plastic cap marked "Weddle Surveying";

Thence leaving said East line along the line common to said Tracts 1 and 3, North 89°45'00" West, 321.11 feet;

Thence South 00°00'00" East, 222.97

feet; Thence South 39°36'06" East,

95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, South 67°34'48" West, 74.57 feet;

Thence North 22°29'15" West, 110.56 feet;

Thence North 00°00'00" West, 147.73 feet;

Thence South 89°54'47" West, 330.87 feet to the Point of

Beginning. Containing therein 6.604 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.



### Tract 3

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod with red plastic cap marked "Weddle Surveying" at the Northeast corner of said Tract 3;

Thence along the North line of said Tract 3, North 89°45'00" West, 321.11 feet;

Thence leaving said North line, South 00°00'00" East, 222.97 feet;

Thence South 39°36'06" East, 95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, North 67°34'48" East, 275.87 feet to the East line of said Lu QBF, LLC tract;

Thence along said East line, North 00°15'00" East, 200.13 feet the Point of Beginning.

Containing therein 1.878 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.



01800105201300124610030035

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



**After Recording, return to:**

Dianne L. Haugeberg, Attorney  
P.O. Box 480  
McMinnville, OR 97128

**Send Tax Statements to:**

Joseph Lu  
Powin QBF, LLC  
20550 S.W. 115<sup>th</sup> Avenue  
Tualatin, OR 97062

**SPECIAL WARRANTY DEED**

**JOSEPH LU and MEI YI LU, husband and wife**, "Grantors", hereby convey and specially warrant to **POWIN QBF, LLC, an Oregon Limited Liability Company**, "Grantee", all of Grantor's interest in and to the following described real property situate in the County of Washington, State of Oregon, free of encumbrances created or suffered by Grantor and except for matters of public record, to-wit:

See legal description attached hereto as Exhibit A and by this reference incorporated herein.

THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

DATED this 27<sup>th</sup> day of Dec, 2012.

GRANTOR:

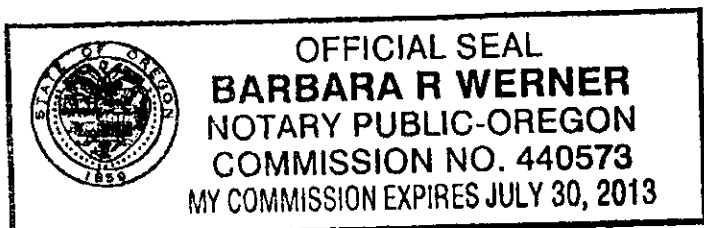
Joseph Lu

GRANTOR:

Mei Yi Lu

STATE OF OREGON )  
County of Washington ) ss.

On December 27, 2012, personally appeared before me the above-named **JOSEPH LU and MEI YI Lu**, husband and wife, who acknowledged the within instrument as their true and voluntary act and deed.



Notary Public for Oregon  
F:\Law\EP\Lu Business Entities\Powin QBF LLC\_Deed

## EXHIBIT "A"

### Parcel 1

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc.", which is on the North line of said Hiller tract as described in said Book 319, page 304 which bears South 89° 54' 47" West, 348.81 feet along the North line of said Hiller tracts from a 5/8 inch iron rod marking the Northeast corner of said Book 216, Page 69; thence South 00° 15' 00" West, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North right-of-way line of Herman Road (County Road No. 469), a 40.00 foot wide road; thence South 67° 34' 00" West, 50.00 feet along said North right-of-way line to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said North right-of-way line North 23° 36' 48" West, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the West line of said Hiller tract as described in said Book 319, Page 304; thence along said West line North 00° 15' 00" West, 432.34 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "LS 510 JW CHASE" marking the Northwest corner of said Book 319, Page 304; thence along the North line of said Book 319, page 304, North 89° 54' 47" East, 348.81 feet to the point of beginning.

### Parcel 2

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the West line of said Hiller tract as described in said Book 319, page 304 which bears South 00° 15' 00" West along the West line of said Hiller tract 432.34 feet from the Northwest corner of said tract; thence leaving said West line North 89° 54' 47" East, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the North right-of-way line of Herman Road (County Road No. 419), a 40.00 foot wide road; thence along said North right-of-way line South 67° 34' 00" West, 458.06 feet to the Southwest corner of said Hiller tract; thence along the West line of said Hiller tract North 00° 15' 00" East, 429.79 feet to the point of beginning.

### Parcel 3

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod marking the Northeast corner of said Hiller tract as described in said Book 216, page 69; thence along the East line of said Hiller tract South 00° 15' 00" West, 425.00 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 165.00 feet; thence South 00° 15' 00" West, 217.65 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the Northerly right-of-way line of Herman Road (County Road No. 489), a 40.00 foot wide road; thence along said Northerly right-of-way line South 67° 34' 00" West, 69.20 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said Northerly right-of-way line North 23° 36' 48" West, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence North 00° 15' 00" East, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North line of said Book 319, Page 304; thence along said North line and along the North line of Book 216, Page 69, North 89° 54' 47" East, 348.81 feet to the point of beginning.

**Parcel 4**

Beginning 40 rods South and 60 rods West of the Northeast corner of the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon; thence 425 feet South to the true place of beginning; thence South 235 feet; thence West 165 feet; thence North 235 feet; thence East 165 feet to the place of beginning.

EXCEPTING THEREFROM any portion of said land lying within the Southern Pacific Railroad right-of-way.

**(For informational purposes only, the above description covers: Tax Lot Account No. R2042036, Map: 2S123B-00901; Tax Lot Account No. R531525, Map: 2S123BA-02900; Tax Lot Account No. R531534, Map: 2S123BA-03100; and Tax Lot Account No. R531035, Map: 2S123B-00900.)**

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31

**RECORDATION REQUESTED BY:**

Sterling Savings Bank  
Peterkort Commercial Banking Center  
9755 SW Barnes Rd Ste 105  
Portland, OR 97225

**WHEN RECORDED MAIL TO:**

Sterling Savings Bank  
Loan Support  
PO Box 2131  
Spokane, WA 99210

**SEND TAX NOTICES TO:**

JOSEPH LU  
MEI YI LU  
13432 ROGERS ROAD  
LAKE OSWEGO, OR 97035



01603554201100407740090094

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST**

THIS DEED OF TRUST is dated June 3, 2011, among JOSEPH LU and MEI YI LU, AS TENANTS BY THE ENTIRETY ("Grantor"); Sterling Savings Bank, whose address is Peterkort Commercial Banking Center, 9755 SW Barnes Rd Ste 105, Portland, OR 97225 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 910 WEST BOONE AVE, SPOKANE, WA 99201 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, represented in the Note dated June 3, 2011, in the original principal amount of \$3,000,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in WASHINGTON County, State of Oregon:

See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 10005 SW HERMAN RD, TUALATIN, OR 97062. The Real Property tax identification number is R531035; R2042036; R2167670; R531525; R531534.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of

LAWYERS TITLE INS. CORP. 14FC0017276W

## DEED OF TRUST (Continued)

Loan No: 9001

Page 2

Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of

Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

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**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth



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above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of WASHINGTON County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.**

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Washington County, State of Oregon.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

**Commercial Deed of Trust.** Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Sterling Savings Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means POWIN PACIFIC PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means JOSEPH LU and MEI YI LU.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

DEED OF TRUST  
(Continued)

Loan No: 9001

Page 6

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means Sterling Savings Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated June 3, 2011, in the original principal amount of \$3,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 1, 2021.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means BRAD WILLIAMS C/O UPF Washington Incorporated, whose address is 910 WEST BOONE AVE, SPOKANE, WA 99201 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

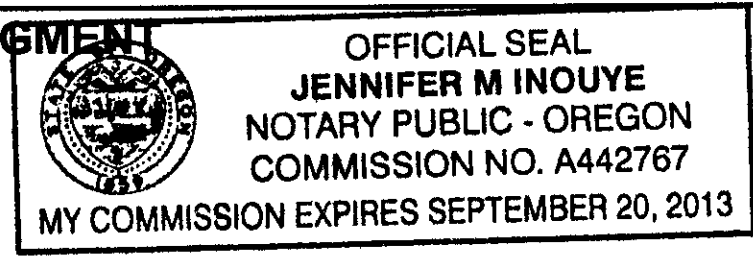
X [Signature]  
JOSEPH LU

X [Signature]  
MEI YI LU

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Washington

)  
) SS  
)



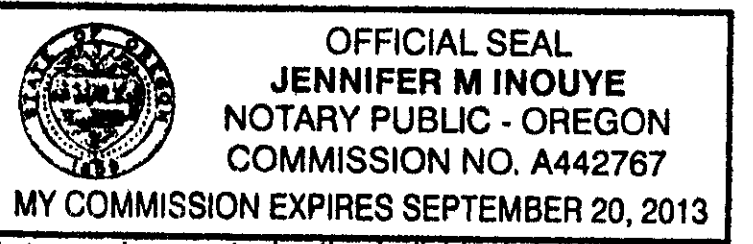
On this day before me, the undersigned Notary Public, personally appeared JOSEPH LU, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of June, 2011.  
By [Signature] Residing at Portland, OR 97217  
Notary Public in and for the State of Oregon My commission expires Sept. 20, 2013

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Washington

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared MEI YI LU, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of June, 2011.  
By [Signature] Residing at Portland, OR 97217  
Notary Public in and for the State of Oregon My commission expires Sept. 20, 2013

REQUEST FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DEED OF TRUST  
(Continued)**

**Loan No: 9001**

**Page 7**

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LASER PRO Lending, Ver. 5.55.00.002 Copr. Harland Financial Solutions, Inc. 1997, 2011. All Rights Reserved. - OR C:\CFI\LPL\G01.FC  
TR-132800 PR-23

## Exhibit "A"

**PARCEL I:**

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc.", which is on the North line of said Hiller tract as described in said Book 319, Page 304 which bears South 89° 54' 47" West, 348.81 feet along the North line of said Hiller tracts from a 5/8 inch iron rod marking the Northeast corner of said Book 216, Page 69; thence South 00° 15' 00" West, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North right-of-way line of Herman Road (County Road No. 469), a 40.00 foot wide road; thence South 67° 34' 00" West, 50.00 feet along said North right-of-way line to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said North right-of-way line North 23° 36' 48" West, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the West line of said Hiller tract as described in said Book 319, Page 304; thence along said West line North 00° 15' 00" West, 432.34 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "LS 510 JW CHASE" marking the Northwest corner of said Book 319, Page 304; thence along the North line of said Book 319, Page 304, North 89° 54' 47" East, 348.81 feet to the point of beginning.

**PARCEL II:**

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the West line of said Hiller tract as described in said Book 319, Page 304 which bears South 00° 15' 00" West along the West line of said Hiller tract 432.34 feet from the Northwest corner of said tract; thence leaving said West line North 89° 54' 47" East, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the North right-of-way line of Herman Road (County Road No. 419), a 40.00 foot wide road; thence along said North right-of-way line South 67° 34' 00" West, 458.06 feet to the Southwest corner of said Hiller tract; thence along the West line of said Hiller tract North 00° 15' 00" East, 429.79 feet to the point of beginning.

**PARCEL III:**

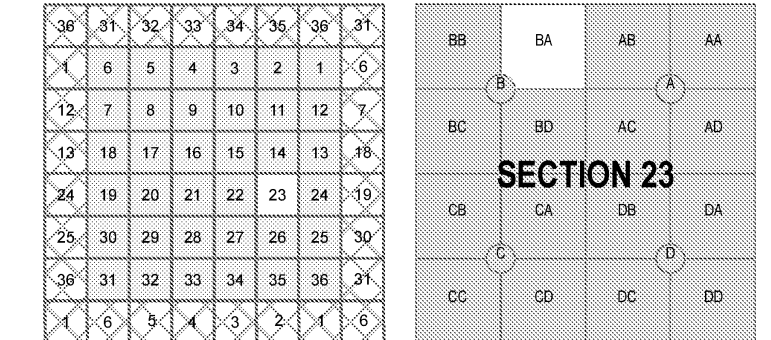
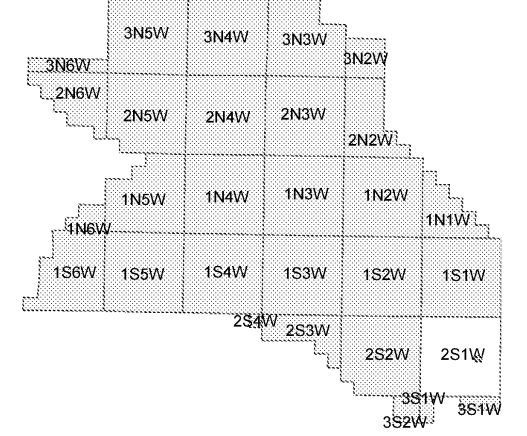
A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod marking the Northeast corner of said Hiller tract as described in said Book 216, Page 69; thence along the East line of said Hiller tract South 00° 15' 00" West, 425.00 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 165.00 feet; thence South 00° 15' 00" West, 217.65 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the Northerly right-of-way line of Herman Road (County Road No. 489), a 40.00 foot wide road; thence along said Northerly right-of-way line South 67° 34' 00" West, 69.20 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said Northerly right-of-way line North 23° 36' 48" West, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence North 00° 15' 00" East, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North line of said Book 319, Page 304; thence along said North line and along the North line of Book 216, Page 69, North 89° 54' 47" East, 348.81 feet to the point of beginning.

**PARCEL IV:**

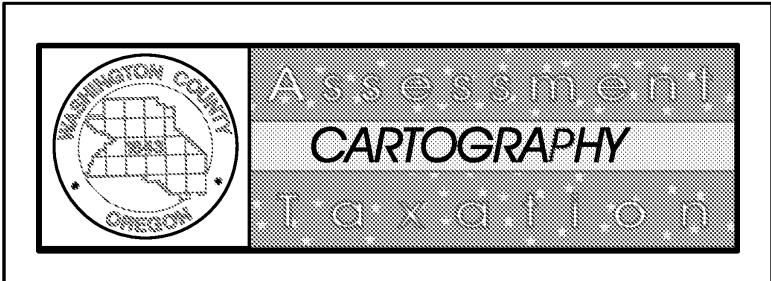
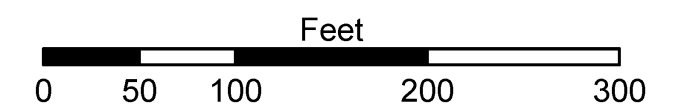
Beginning 40 rods South and 60 rods West of the Northeast corner of the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon; thence 425 feet South to the true place of beginning; thence South 235 feet; thence West 165 feet; thence North 235 feet; thence East 165 feet to the place of beginning.

WASHINGTON COUNTY OREGON  
NE 1/4 NW 1/4 SECTION 23 T2S R1W  
SCALE 1"= 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

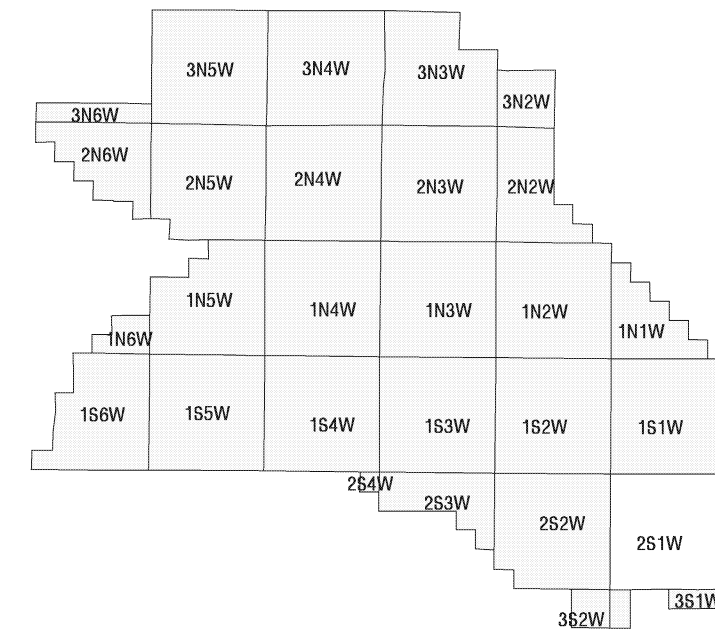
Cancelled Taxlots For: 2S123BA  
2401, 2402, 2404, 3000, 3700, 2801, 2802, 5000, 2400, 2500, 5300, 5400, 5200,  
3201, 3101, 4602, 3300, 3202, 5100



PLOT DATE: 11/28/2022  
Rotation: 0  
FOR ASSESSMENT PURPOSES  
ONLY - DO NOT RELY ON  
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern  
are for reference only and may not indicate the most current property boundaries.  
Please consult the appropriate map for the most current information.



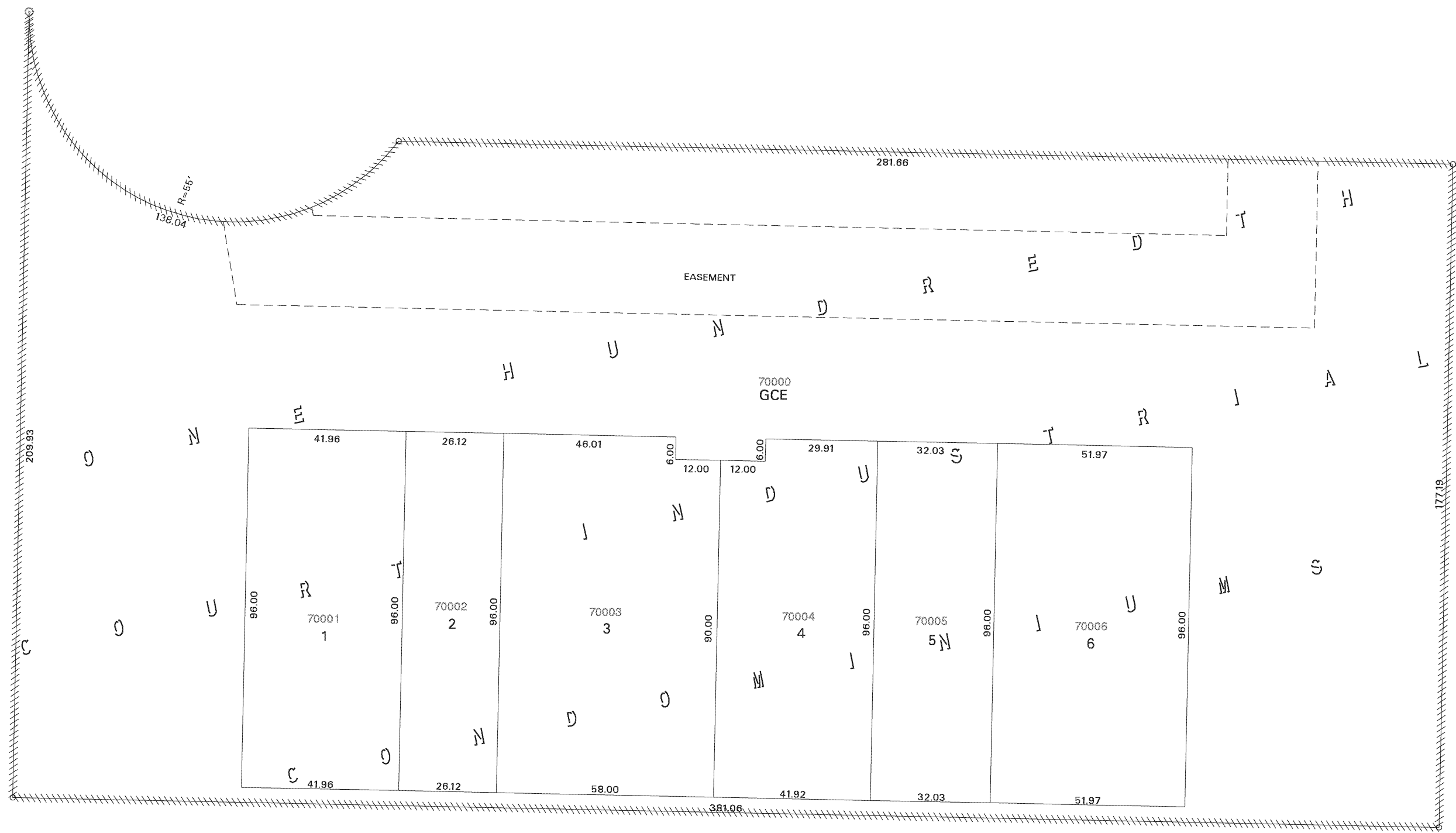


**SUPPLEMENTAL MAP NO. 1**  
**IN**  
**NE 1/4 NW 1/4 SECTION 23 T2S R1W W.M.**  
**WASHINGTON COUNTY OREGON**  
**SCALE 1" = 30'**

35	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

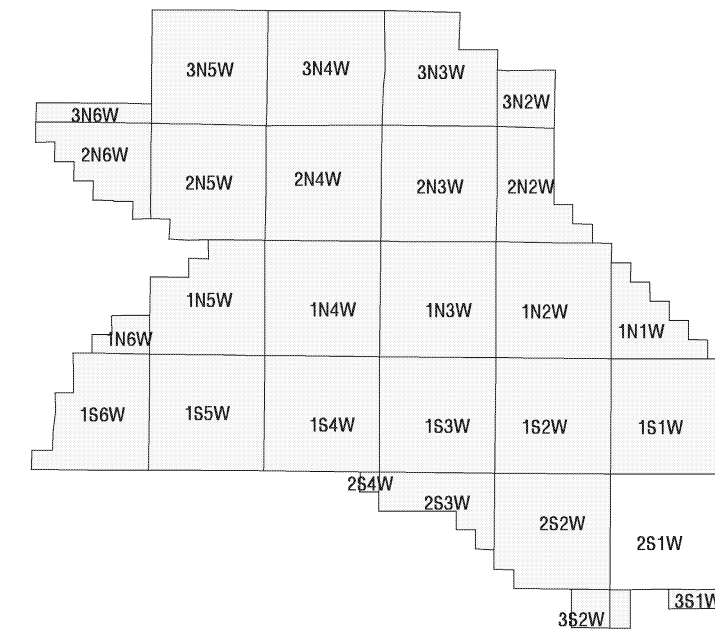
BB	BA	AB	AA
B		A	
BC	BD	AC	AD
<b>SECTION 23</b>			
CB	CA	DB	DA
C		D	
CC	CD	DC	DD



**PLOT DATE: October 13, 2006**  
**FOR ASSESSMENT PURPOSES**  
**ONLY - DO NOT RELY ON**  
**FOR OTHER USE**

*Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.*

**SUPPLEMENTAL**  
**MAP NO. 1**

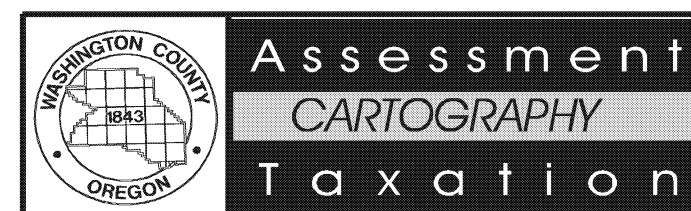


**SUPPLEMENTAL MAP NO. 2**  
**IN**  
**NE 1/4 NW 1/4 SECTION 23 T2S R1W W.M.**  
**WASHINGTON COUNTY OREGON**  
**SCALE 1" = 30'**

35	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

BB	BA	AB	AA
B		A	
BC	BD	AC	AD
<b>SECTION 23</b>			
CB	CA	DB	DA
C		D	
CC	CD	DC	DD



PLOT DATE: April 24, 2007  
 FOR ASSESSMENT PURPOSES  
 ONLY - DO NOT RELY ON  
 FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

**SUPPLEMENTAL**  
**MAP NO. 2**  
**TUALATIN**  
**2S 1 23BA-S2**



# Property Detail Report

9975 SW Herman Rd, Tualatin, OR 97062-7911

APN: R531525

Washington County Data as of: 04/21/2023

## Owner Information

Owner Name: Lu Qbf II LLC  
Vesting:  
Mailing Address: Po Box 483, Tualatin, OR 97062-0483  
Occupancy: Unknown

## Location Information

Legal Description: Acres 6.60  
APN: R531525  
Munic / Twnshp: Tualatin  
Subdivision: Tualatin & Sherwood  
Neighborhood: Schumacher Place  
Elementary School: Tualatin Elementar...  
Latitude: 45.38735  
Alternate APN: 2S123BA02900  
Twnshp-Rng-Sec: 02S-01W-23  
Tract #:   
School District: Tigard-Tualatin School District 23J  
Middle School: Hazelbrook Middle...  
Longitude: -122.78007  
County: Washington, OR  
Census Tract / Block: 032001 / 1015  
Legal Lot / Block:  
Legal Book / Page:  
High School: Tualatin High Scho...

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: 12/27/2012 / 02/08/2013  
Buyer Name: Powin Qbf LLC  
Price:   
Seller Name: Lu Joseph & Mei Y  
Transfer Doc #: 2013.12461  
Deed Type: Special Warranty Deed

## Last Market Sale

Sale / Rec Date: 10/16/2009 / 11/03/2009  
Multi / Split Sale: Y  
1st Mtg Amt / Type: \$3,500,000 / Conventional  
2nd Mtg Amt / Type:  
Seller Name: Jiaren LLC  
Lender: Jiaren LLC  
Sale Price / Type: \$5,000,000 / Confirmed  
Price / Sq. Ft.:   
1st Mtg Rate / Type: 500.0 / Fixed  
2nd Mtg Rate / Type:  
Deed Type: High Liability Loan  
New Construction:  
1st Mtg Doc #: 2009.96524  
Sale Doc #: 2009.96523  
Title Company: Lawyers Title

## Prior Sale Information

Sale / Rec Date:  
1st Mtg Amt / Type:  
Prior Lender:  
Sale Price / Type:  
1st Mtg Rate / Type:  
Prior Deed Type:  
Prior Sale Doc #: N/A

## Property Characteristics

Gross Living Area:  
Living Area:  
Total Adj. Area:  
Above Grade:  
Basement Area:  
Style:  
Foundation:  
Quality:  
Condition:  
Total Rooms: 0  
Bedrooms:  
Baths (F / H):  
Pool:  
Fireplace:  
Cooling:  
Heating:  
Exterior Wall:  
Construction Type:  
Year Built / Eff:  
Stories:  
Parking Type:  
Garage #:  
Garage Area:  
Porch Type:  
Patio Type:  
Roof Type:  
Roof Material:

## Site Information

Land Use: Vacant Land- Industrial  
State Use: 2300 - 2300  
County Use: 2300 - County Appraised  
Vacant Industrial Land  
Site Influence:  
Flood Zone Code: Ae  
Community Name: City Of Tualatin  
Lot Area: 287,496 Sq. Ft.  
Lot Width / Depth:  
Usable Lot:  
Acres: 6.6  
Flood Map #: 41067C0544E  
Flood Panel #: 0544E  
Zoning: ML  
# of Buildings:  
Res / Comm Units:  
Water / Sewer Type:  
Flood Map Date: 11/04/2016  
Inside SFHA: True

## Tax Information

Assessed Year: 2023  
Tax Year: 2022  
Tax Area: 023.76  
Property Tax: \$22,638.15  
Exemption:  
Assessed Value: \$1,346,560  
Land Value:  
Improvement Value:  
Improved %:  
Delinquent Year:  
Market Total Value: \$2,264,030  
Market Land Value: \$2,264,030  
Market Imprv Value:  
Market Imprv %:

**Disclaimer:** This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

School information is copyrighted and provided by GreatSchools.org.

**After Recording, return to:**

Lu QBF II, LLC  
PO Box 483  
Tualatin, OR 97062

**Send Tax Statements to:**

Lu QBF II, LLC  
PO Box 483  
Tualatin, OR 97062

Washington County, Oregon  
02/04/2022 09:05:06 AM **2022-008851**

D-DW Cnt=1 Stn=31 RECORDS1  
\$20.00 \$5.00 \$11.00 \$60.00 - Total = \$96.00



02848244202200088510040049

I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Joe Nelson, Director of Assessment and Taxation,  
Ex-Officio County Clerk

---

**SPECIAL WARRANTY DEED**

**LU QBF, LLC, an Oregon Limited Liability Company**, hereinafter called "Grantor", hereby conveys and specially warrants to **LU QBF II, LLC, an Oregon Limited Liability Company**, hereinafter called "Grantee", all of Grantor's interest in and to the following described real properties situated in the County of Washington and State of Oregon free from encumbrances or defects created or suffered by Grantor except as specifically set forth herein below, such properties being more particularly described as follows, to wit:

*For legal description see Exhibit "A" attached hereto, incorporated by reference and made a part of this instrument.*

TO HAVE AND TO HOLD the same unto said Grantee and Grantees' successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of other property or value given or promised, which is the whole consideration.

**This Conveyance is made solely as an adjustment of common boundary between adjoining properties (City of Tualatin Approval Case File No. PLA21-0001, 10005 SW HERMAN RD, Property Line Adjustment).**

THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR

FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

In construing this instrument, where the context so requires the singular includes the plural and all grammatical changes shall be made so that this instrument shall apply equally to business, other entities and to individuals.

IN WITNESS WHEREOF the undersigned have executed this instrument this 3<sup>rd</sup> day of February, 2022

GRANTOR:

**Lu QBF, LLC, an Oregon Limited Liability Company**

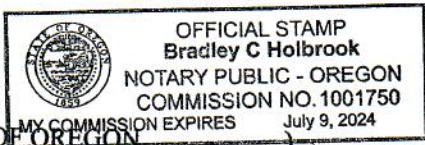
**By its member, Lu Pacific Properties, LLC, an Oregon Limited Liability Company**

  
\_\_\_\_\_  
**Peter Lu, Managing Member**

  
\_\_\_\_\_  
**Danny Lu, Managing Member**

STATE OF OREGON                    )  
  ) ss.  
County of Washington            )

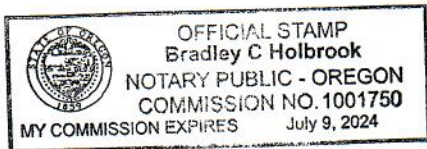
On February 3<sup>rd</sup>, 2022, personally appeared before me the above-named **Peter Lu, as Managing Member of Lu Pacific Properties, LLC**, an Oregon limited liability company, Member of Lu QBF, LLC, an Oregon limited liability company.



  
\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON                    )  
  ) ss.  
County of Washington            )

On February 3<sup>rd</sup>, 2022, personally appeared before me the above-named **Danny Lu, as Managing Member of Lu Pacific Properties, LLC**, an Oregon limited liability company, Member of Lu QBF, LLC, an Oregon limited liability company.



  
\_\_\_\_\_  
Notary Public for Oregon

EXHIBIT A  
LEGAL DESCRIPTION

**Tract 1**

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1, 2 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod at the Southwest corner of said Tract 1, thence along the West line of said Lu QBF, LLC tract, North 00°15'00" East, 432.33 feet to a 5/8" iron rod at the Northwest corner of said Parcel 1;

Thence along the North line of said Tract 1, North 89°54'47" East, 697.62 feet to the Northeast corner of said Tract 1, from which point a 5/8" iron rod bears North 07°27'37" East, 0.98 feet;

Thence along the East line of said Lu QBF, LLC tract, South 00°15'00" West, 349.03 feet to a 5/8" iron rod with red plastic cap marked "Weddle Surveying";

Thence leaving said East line along the line common to said Tracts 1 and 3, North 89°45'00" West, 321.11 feet;

Thence South 00°00'00" East, 222.97

feet; Thence South 39°36'06" East,

95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, South 67°34'48" West, 74.57 feet;

Thence North 22°29'15" West, 110.56 feet;

Thence North 00°00'00" West, 147.73 feet;

Thence South 89°54'47" West, 330.87 feet to the Point of

Beginning. Containing therein 6.604 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.

### Tract 3

A tract of land for Property Line Adjustment purposes in the N.W. 1/4 of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:

Being a portion of Tracts 1 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:

Beginning at a 5/8" iron rod with red plastic cap marked "Weddle Surveying" at the Northeast corner of said Tract 3;

Thence along the North line of said Tract 3, North 89°45'00" West, 321.11 feet;

Thence leaving said North line, South 00°00'00" East, 222.97 feet;

Thence South 39°36'06" East, 95.93 feet;

Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of S.W. Herman Road;

Thence parallel with said centerline, North 67°34'48" East, 275.87 feet to the East line of said Lu QBF, LLC tract;

Thence along said East line, North 00°15'00" East, 200.13 feet the Point of Beginning.

Containing therein 1.878 acres, more or less.

The Basis of Bearing for this description is per Survey No. 34022, Washington County Survey Records.



01800105201300124610030035  
I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.  
*Richard Hobernicht*  
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



**After Recording, return to:**  
Dianne L. Haugeberg, Attorney  
P.O. Box 480  
McMinnville, OR 97128

**Send Tax Statements to:**  
Joseph Lu  
Powin QBF, LLC  
20550 S.W. 115<sup>th</sup> Avenue  
Tualatin, OR 97062

**SPECIAL WARRANTY DEED**

**JOSEPH LU and MEI YI LU, husband and wife**, "Grantors", hereby convey and specially warrant to **POWIN QBF, LLC, an Oregon Limited Liability Company**, "Grantee", all of Grantor's interest in and to the following described real property situate in the County of Washington, State of Oregon, free of encumbrances created or suffered by Grantor and except for matters of public record, to-wit:

*See legal description attached hereto as Exhibit A and by this reference incorporated herein.*

THE LIABILITY AND OBLIGATIONS OF THE GRANTOR(S) TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS UNDER THE WARRANTIES AND COVENANTS CONTAINED HEREIN OR PROVIDED BY LAW SHALL BE LIMITED TO THE EXTENT OF COVERAGE THAT WOULD BE AVAILABLE TO GRANTOR(S) UNDER A STANDARD POLICY OF TITLE INSURANCE CONTAINING EXCEPTIONS FOR MATTERS OF PUBLIC RECORD. THE LIMITATIONS CONTAINED HEREIN EXPRESSLY DO NOT RELIEVE GRANTOR(S) OF ANY LIABILITY OR OBLIGATIONS UNDER THIS INSTRUMENT, BUT MERELY DEFINE THE SCOPE, NATURE AND AMOUNT OF SUCH LIABILITY OR OBLIGATIONS.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

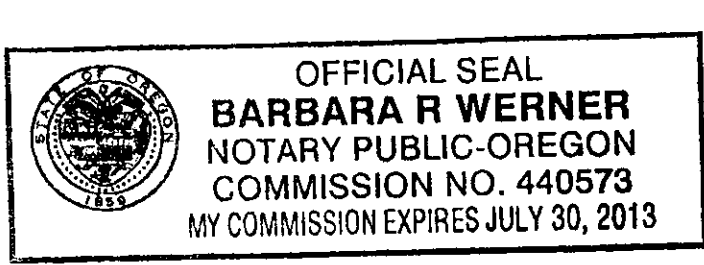
DATED this 27<sup>th</sup> day of Dec, 2012.

GRANTOR:  
  
*Joseph Lu*  
Joseph Lu

GRANTOR:  
  
*Mei Yi Lu*  
Mei Yi Lu

STATE OF OREGON )  
County of Washington ) ss.

On December 27, 2012, personally appeared before me the above-named **JOSEPH LU and MEI YI Lu**, husband and wife, who acknowledged the within instrument as their true and voluntary act and deed.



*Barbara R. Werner*  
Notary Public for Oregon  
F:\Law\EP\Lu Business Entities\Powin QBF LLC\_Deed

## EXHIBIT "A"

### Parcel 1

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc.", which is on the North line of said Hiller tract as described in said Book 319, page 304 which bears South 89° 54' 47" West, 348.81 feet along the North line of said Hiller tracts from a 5/8 inch iron rod marking the Northeast corner of said Book 216, Page 69; thence South 00° 15' 00" West, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North right-of-way line of Herman Road (County Road No. 469), a 40.00 foot wide road; thence South 67° 34' 00" West, 50.00 feet along said North right-of-way line to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said North right-of-way line North 23° 36' 48" West, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the West line of said Hiller tract as described in said Book 319, Page 304; thence along said West line North 00° 15' 00" West, 432.34 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "LS 510 JW CHASE" marking the Northwest corner of said Book 319, Page 304; thence along the North line of said Book 319, page 304, North 89° 54' 47" East, 348.81 feet to the point of beginning.

### Parcel 2

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, Page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the West line of said Hiller tract as described in said Book 319, page 304 which bears South 00° 15' 00" West along the West line of said Hiller tract 432.34 feet from the Northwest corner of said tract; thence leaving said West line North 89° 54' 47" East, 309.83 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 23° 36' 48" East, 278.80 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." in the North right-of-way line of Herman Road (County Road No. 419), a 40.00 foot wide road; thence along said North right-of-way line South 67° 34' 00" West, 458.06 feet to the Southwest corner of said Hiller tract; thence along the West line of said Hiller tract North 00° 15' 00" East, 429.79 feet to the point of beginning.

### Parcel 3

A parcel of land in the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, being a portion of those certain tracts of land conveyed to John Hiller as described in Book 216, page 69 and in Book 319, Page 304 and a portion of that certain tract of land conveyed to David W. and Gail M. Shepherd in Book 1039, Page 632, Washington County Deed Records, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod marking the Northeast corner of said Hiller tract as described in said Book 216, page 69; thence along the East line of said Hiller tract South 00° 15' 00" West, 425.00 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence South 89° 54' 47" West, 165.00 feet; thence South 00° 15' 00" West, 217.65 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the Northerly right-of-way line of Herman Road (County Road No. 489), a 40.00 foot wide road; thence along said Northerly right-of-way line South 67° 34' 00" West, 69.20 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence leaving said Northerly right-of-way line North 23° 36' 48" West, 296.52 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc."; thence North 00° 15' 00" East, 397.08 feet to a 5/8 inch iron rod with yellow plastic cap inscribed "OTAK, Inc." on the North line of said Book 319, Page 304; thence along said North line and along the North line of Book 216, Page 69, North 89° 54' 47" East, 348.81 feet to the point of beginning.



**Parcel 4**

Beginning 40 rods South and 60 rods West of the Northeast corner of the Northwest one-quarter of Section 23, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon; thence 425 feet South to the true place of beginning; thence South 235 feet; thence West 165 feet; thence North 235 feet; thence East 165 feet to the place of beginning.

EXCEPTING THEREFROM any portion of said land lying within the Southern Pacific Railroad right-of-way.

**(For informational purposes only, the above description covers: Tax Lot Account No. R2042036, Map: 2S123B-00901; Tax Lot Account No. R531525, Map: 2S123BA-02900; Tax Lot Account No. R531534, Map: 2S123BA-03100; and Tax Lot Account No. R531035, Map: 2S123B-00900.)**

Washington County, Oregon	<b>2022-054505</b>
D-M	08/30/2022 09:46:08 AM
Stn=8 J CHOATE	
\$40.00 \$11.00 \$5.00 \$60.00	<b>\$116.00</b>
I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.	
Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk	

**WHEN RECORDED MAIL TO:**  
Heritage Bank  
Attn: Loan Operations  
3615 Pacific Ave  
Tacoma, WA 98418

**FOR RECORDER'S USE ONLY**

**CONSTRUCTION DEED OF TRUST**

**THIS DEED OF TRUST is dated August 15, 2022, among LU QBF II, LLC, an Oregon Limited Liability Company, whose address is 11325 SW TUALATIN SHERWOOD RD, TUALATIN, OR 97062 ("Grantor"); HERITAGE BANK, whose address is 325 West Metro Oregon Commercial Lending, 1000 SW Broadway, Suite 2170, Portland, OR 97205 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Kevin P. Moran, Attorney at Law, whose address is P.O. Box 2980, Silverdale, WA 98383 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For valuable consideration, represented in the Note dated August 15, 2022, in the original principal amount of \$13,750,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Washington County, State of Oregon:

**Tract 1**

**A tract of land for Property Line Adjustment purposes in N.W. ¼ of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:**

**Being a portion of Tracts 1, 2 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Record, more particularly described as follows:**

**Beginning at a 5/8" iron rod at the Southwest corner of said Tract 1, thence along the West line of said Lu QBF, LLC tract, North 00°15'00" East, 432.33 feet to a 5/8" iron rod at the Northwest corner of said Parcel 1;**

**Thence along the North line of said Tract 1, North 89°54'47" East, 697.62 feet to the Northeast corner of said Tract 1, from which point a 5/8" iron rod bears North 07°27'37" East, 0.98 feet;**

**Thence along the East line of said Lu QBF, LLC tract, South 00°15'00" West, 349.03 feet to a 5/8" iron rod with red plastic cap marked "Weddle Surveying";**

**Thence leaving said East line along the line common to said Tracts 1 and 3, North 89°45'00" West, 321.11 feet;**

**Thence South 00°00'00" East, 222.97 feet;**

**Thence South 39°36'06" East, 95.93 feet;**

**Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of SW Herman Road;**

**Thence parallel with said centerline, South 67°34'48" West, 74.57 feet;**

**Thence North 22°29'15" West, 110.56 feet;**

**Thence North 00°00'00" West, 147.73 feet;**

**Thence South 89°54'47" West, 330.87 feet to the Point of Beginning.**

**Tract 3**

**A tract of land for Property Line Adjustment purposes in the N.W. ¼ of Section 23, Township 2 South, Range 1 West, W.M., Washington County, Oregon, described as follows:**

**Being a portion of Tract 1 and 3 of that tract of land described in Special Warranty Deed to Lu QBF, LLC, recorded January 8, 2021 as Document No. 2021-003040, Washington County Deed Records, more particularly described as follows:**

**Beginning at a 5/8" iron rod with red plastic cap marked "Weddle Surveying" at the Northeast corner of said Tract 3;**

**Thence along the North line of said Tract 3, North 89°45'00" West, 321.11 feet;**

**Thence leaving said North line, South 00°00'00" East, 222.97 feet;**

**Thence South 39°36'06" East, 95.93 feet;**

**Thence South 22°26'00" East, 10.66 feet to a point 43.50 feet, by perpendicular measure, from the centerline of SW Herman Road;**

**Thence parallel with said centerline, North 67°34'48" East, 275.87 feet to the East line of said Lu QBF, LLC tract;**

**Thence along said East line, North 00°15'00" East, 200.13 feet to the Point of Beginning.**

LAWYERS TITLE INS. CORP. 322100386  
Commercial Services

**DEED OF TRUST  
(Continued)**

Page 2

**The Real Property or its address is commonly known as 9905 and 9975 SW Herman Road, Tualatin, OR 97062. The Real Property tax identification number is R531525 and R531534.**

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**JUNIOR LIENS.** Grantor shall not incur any junior liens to this Deed of Trust without the prior written consent of Lender.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**CONSTRUCTION MORTGAGE.** This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Oregon.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall

**DEED OF TRUST  
(Continued)**

Page 3

satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust

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(Continued)**

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and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any

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Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Washington County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor

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agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**DUE ON SALE.** The property shall not be transferred without the Beneficiary's prior written consent. The following shall be considered "transfers" for purposes of this paragraph, whether occurring voluntarily, involuntarily, or by operation of law:

- (a) The sale (by contract or otherwise), conveyance or other transfer of the property or any part of or interest in the property; and
- (b) The creation of any encumbrance against or upon the property; and
- (c) If Grantor is a corporation, the transfer of more than twenty five percent (25%) of its voting shares; and
- (d) If Grantor is a general or limited partnership, the transfer of more than twenty five percent (25%) of the general partners' interests (including any transfer of more than twenty five percent (25%) of the voting shares of any single general partner or group of general partners owing such percentage).

Any such transfer without Beneficiary's prior written consent shall constitute an event of default under this Deed of Trust and shall give to Beneficiary the right to declare all sums secured by this Deed of Trust immediately due and payable. This right may be exercised at any time after a transfer. Acceptance of one or more monthly payments on the Note secured by this Deed of Trust from a party other than Grantor shall not constitute the waiver of Beneficiary's right under this paragraph. This provision shall apply to each and every sale, transfer, conveyance or encumbrance whether or not Beneficiary has consented or waived its rights, whether by action or non-action in connection with any prior sale, transfer, conveyance or encumbrance, whether one or more. If Beneficiary declares the sums secured hereby to be immediately due and payable in accordance with this paragraph, and grantor fails to pay such sums, Beneficiary may exercise any and all rights to sell the property in accordance with covenants of this Deed of Trust.

Notwithstanding the foregoing, Beneficiary will allow a Small Business Administration (SBA) 504 (second lien) which shall not be considered a "transfer" for the purpose of this paragraph.

At Beneficiary's sole option, after approving the credit worthiness of the proposed purchasers, Beneficiary may consent to a sale, conveyance or transfer of said property. If Beneficiary consents to a transfer other than as defined in subparagraph (b) above, Grantor shall pay Beneficiary a fee equal to one percent (1%) of the then unpaid balance of the Note secured by this Deed of Trust and Beneficiary may increase the interest rate and/or margin on the Note secured by this Deed of Trust.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Multnomah County, State of Oregon.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

**Commercial Deed of Trust.** Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means HERITAGE BANK, and its successors and assigns.

**Borrower.** The word "Borrower" means LU PACIFIC PROPERTIES, LLC; and LU QBF II, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without

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limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means LU QBF II, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means HERITAGE BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated August 15, 2022, in the original principal amount of **\$13,750,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 1, 2032.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Kevin P. Moran, Attorney at Law, whose address is P.O. Box 2980, Silverdale, WA 98383 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

LU QBF II, LLC

By: [Signature]  
DANNY LU, Manager of LU QBF II, LLC

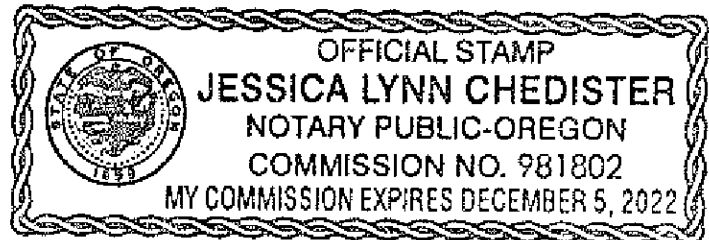
By: [Signature]  
PETER LU, Manager of LU QBF II, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OR

COUNTY OF Multnomah

)  
) SS  
)



On this 29th day of August, 20 22, before me, the undersigned Notary Public, personally appeared DANNY LU, Manager of LU QBF II, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By: [Signature]  
Notary Public in and for the State of OR

Residing at Milwaukie, OR  
My commission expires 12-5-22



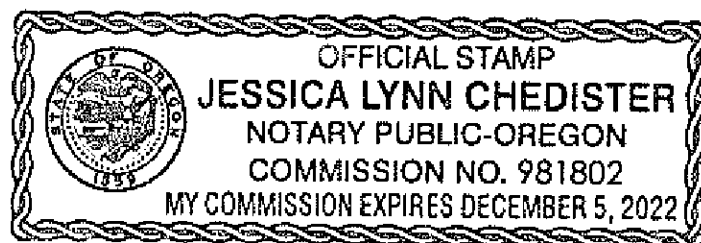
DEED OF TRUST  
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OR

COUNTY OF Multnomah

)  
) SS  
)



On this 29th day of August, 20 22, before me, the undersigned Notary Public, personally appeared **PETER LU, Manager of LU QBF-II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Jessica Lynn Chedister  
Notary Public in and for the State of OR

Residing at Milwaukie, OR  
My commission expires 12-5-22

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

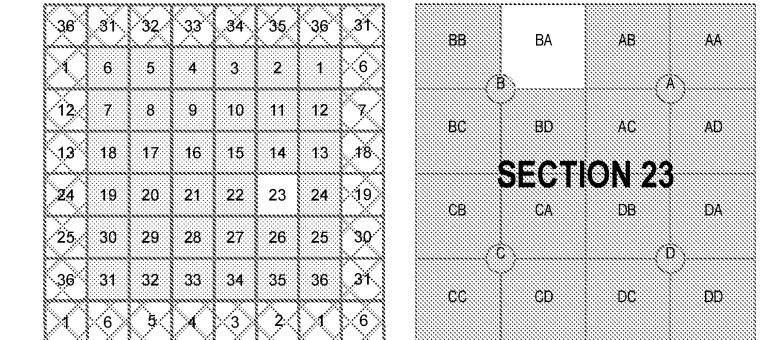
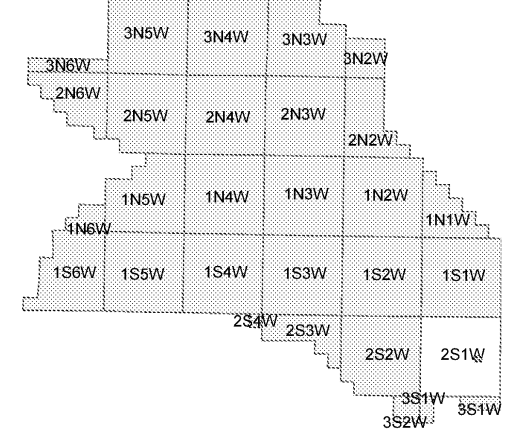
Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

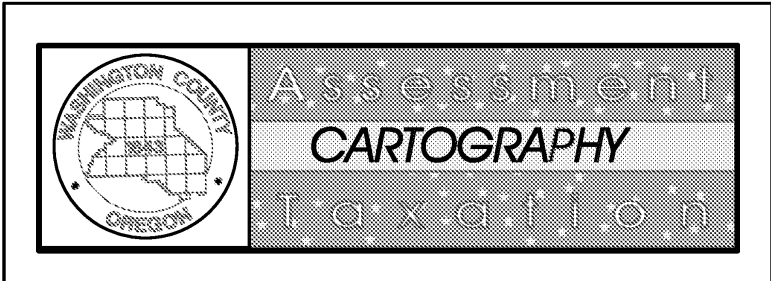
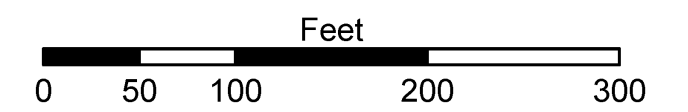
Its: \_\_\_\_\_

WASHINGTON COUNTY OREGON  
NE 1/4 NW 1/4 SECTION 23 T2S R1W  
SCALE 1"= 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

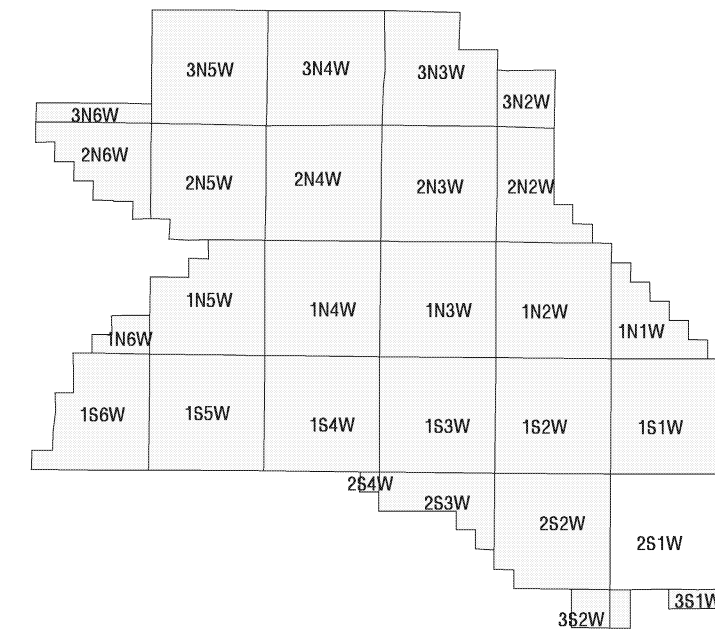
Cancelled Taxlots For: 2S123BA  
2401, 2402, 2404, 3000, 3700, 2801, 2802, 5000, 2400, 2500, 5300, 5400, 5200,  
3201, 3101, 4602, 3300, 3202, 5100



PLOT DATE: 11/28/2022  
Rotation: 0  
FOR ASSESSMENT PURPOSES  
ONLY - DO NOT RELY ON  
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern  
are for reference only and may not indicate the most current property boundaries.  
Please consult the appropriate map for the most current information.



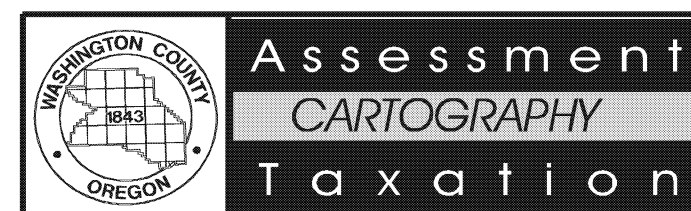


**SUPPLEMENTAL MAP NO. 1**  
**IN**  
**NE 1/4 NW 1/4 SECTION 23 T2S R1W W.M.**  
**WASHINGTON COUNTY OREGON**  
**SCALE 1" = 30'**

35	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

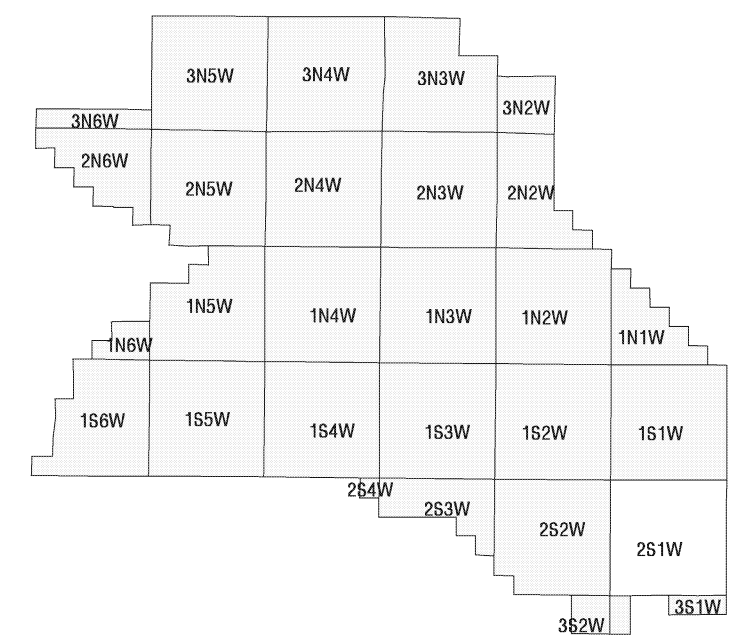
BB	BA	AB	AA
B		A	
BC	BD	AC	AD
<b>SECTION 23</b>			
CB	CA	DB	DA
C		D	
CC	CD	DC	DD



**PLOT DATE: October 13, 2006**  
**FOR ASSESSMENT PURPOSES**  
**ONLY - DO NOT RELY ON**  
**FOR OTHER USE**

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

**SUPPLEMENTAL**  
**MAP NO. 1**

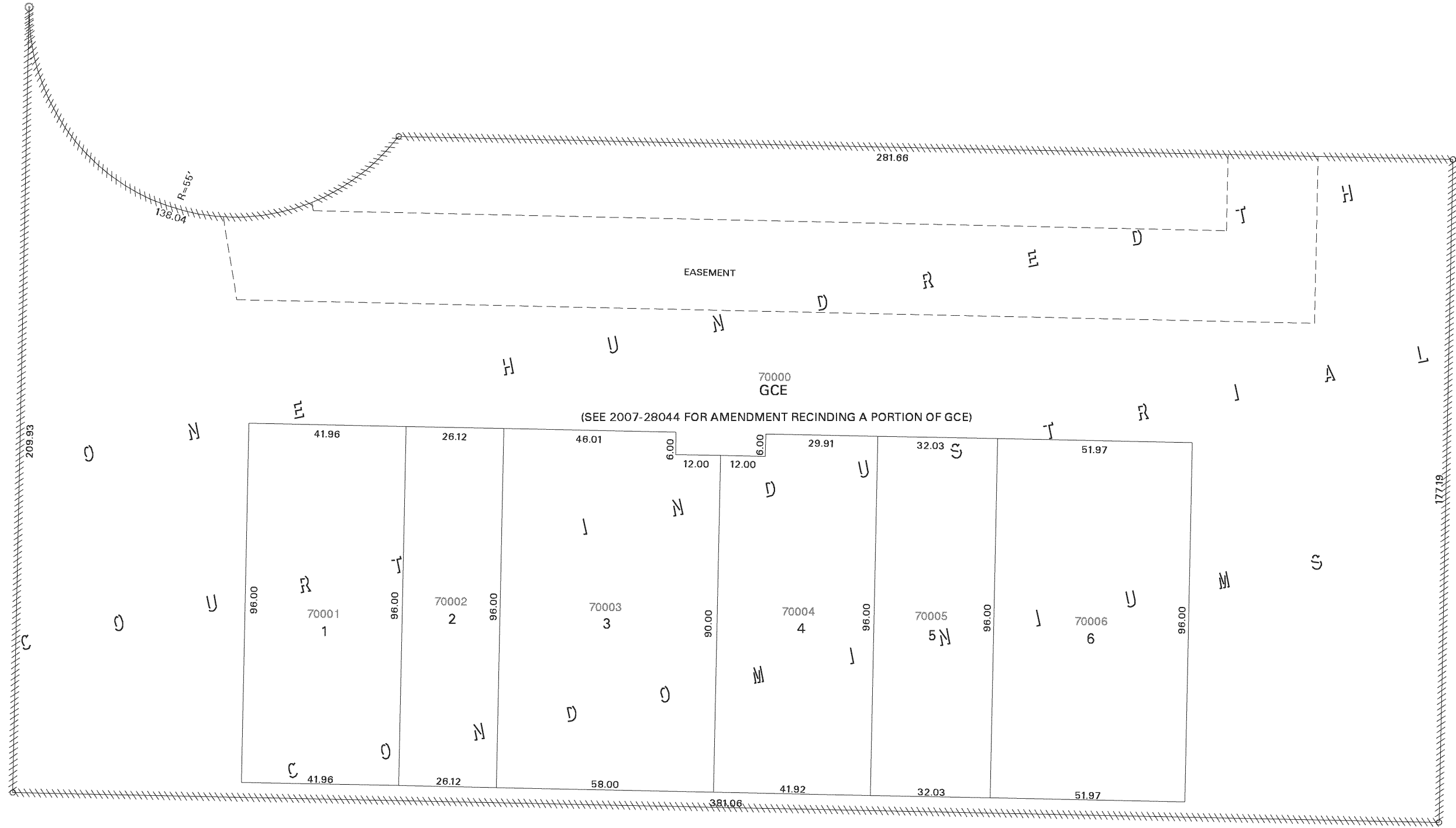


**SUPPLEMENTAL MAP NO. 2**  
**IN**  
**NE 1/4 NW 1/4 SECTION 23 T2S R1W W.M.**  
**WASHINGTON COUNTY OREGON**  
**SCALE 1" = 30'**

35	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.washington.or.us](http://www.co.washington.or.us)

BB	BA	AB	AA
B		A	
BC	BD	AC	AD
<b>SECTION 23</b>			
CB	CA	DB	DA
C		D	
CC	CD	DC	DD



**PLOT DATE: April 24, 2007**  
**FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE**

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

**SUPPLEMENTAL MAP NO. 2**  
**TUALATIN**  
**2S 1 23BA-S2**

**Exhibit D**  
**Service Provider Letters**

# SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number 24-000607

1. **Jurisdiction:** Washington County

2. **Property Information** (example: 1S234AB01400)

Tax lot ID(s): 2S123BA03200

**OR Site Address:** 9700 SW Tualatin Rd.

City, State, Zip: Tualatin, Oregon, 97062

Nearest cross street: \_\_\_\_\_

3. **Owner Information**

Name: \_\_\_\_\_

Company: Life Front Communities

Address: 9700 SW Tualatin Rd.

City, State, Zip: Tualatin, Oregon, 97062

Phone/fax: (971) 201-2462

Email: \_\_\_\_\_

4. **Development Activity** (check **all** that apply)

Addition to single family residence (rooms, deck, garage)

Lot line adjustment       Minor land partition

Residential condominium       Commercial condominium

Residential subdivision       Commercial subdivision

Single lot commercial       Multi lot commercial

Other \_\_\_\_\_

4. **Applicant Information**

Name: Blakely Vogel

Company: Miller Nash LLP

Address: 1140 SW Washington St., Ste 700

City, State, Zip: Portland, Oregon, 97205

Phone/fax: 503-349-7454

Email: blakely.vogel@millernash.com

6. **Will the project involve any off-site work?**     Yes     No     Unknown

Location and description of off-site work: \_\_\_\_\_

7. **Additional comments or information that may be needed to understand your project:** \_\_\_\_\_

Property line between tax lots 2S123BA03200, 2S123BA03100, and 2S123BA02900 being adjusted; line shifting west by several feet. No construction involved.

**This application does NOT replace Grading and Erosion Control Permits, Connection Permits, Building Permits, Site Development Permits, DEQ 1200-C Permit or other permits as issued by the Department of Environmental Quality, Department of State Lands and/or Department of the Army COE. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.**

By signing this form, the Owner or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site. I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.

Print/type name Blakely Vogel

Print/type title Representative of Owner

Signature ONLINE SUBMITTAL

Date 3/13/2024

## FOR DISTRICT USE ONLY

Sensitive areas potentially exist on site or within 200' of the site. **THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER.** If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.

Based on review of the submitted materials and best available information sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, State and federal law.

Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, state and federal law.

**THIS SERVICE PROVIDER LETTER IS NOT VALID UNLESS \_\_\_\_\_ CWS APPROVED SITE PLAN(S) ARE ATTACHED.**

The proposed activity does not meet the definition of development or the lot was platted after 9/9/95 ORS 92.040(2). **NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.**

Reviewed by Mila Gonzalez Lima

Date 03/14/2024

Once complete, email to: [SPLReview@cleanwaterservices.org](mailto:SPLReview@cleanwaterservices.org) • Fax: **(503) 681-4439**

**OR** mail to: SPL Review, Clean Water Services, 2550 SW Hillsboro Highway, Hillsboro, Oregon 97123

**FIRE CODE / LAND USE / BUILDING REVIEW  
APPLICATION**



**North Operating Center**  
11945 SW 70<sup>th</sup> Avenue  
Tigard, OR 97223  
Phone: 503-649-8577

**South Operating Center**  
8445 SW Elligsen Rd  
Wilsonville, OR 97070  
Phone: 503-649-8577

REV 6-30-20

**Project Information**

Applicant Name: Blakely Vogel (on behalf of owner)  
 Address: 1140 SW Washington Street, Ste. 700, Portland OR 97205  
 Phone: (503) 3497454  
 Email: Blakely.Vogel@millernash.com (PREFERRED)  
 Site Address: 9700 SW Tualatin Rd.  
 City: Tualatin  
 Map & Tax Lot #: 2S123BA03200; 2S123BA03100; & 2S123BA02900  
 Business Name: Life Front Communities  
 Land Use/Building Jurisdiction: RML; ML  
 Land Use/ Building Permit # \_\_\_\_\_  
 Choose from: Tualatin

**Project Description**

Property line between above-listed tax lots to be adjusted several feet to the west to match long-existing use of those properties. No construction or modification of buildings involved or anticipated.

**Permit/Review Type (check one):**

- Land Use / Building Review - Service Provider Permit
- Emergency Radio Responder Coverage Install/Test
- LPG Tank (Greater than 2,000 gallons)
- Flammable or Combustible Liquid Tank Installation (Greater than 1,000 gallons)
  - \* Exception: Underground Storage Tanks (UST) are deferred to DEQ for regulation.
- Explosives Blasting (Blasting plan is required)
- Exterior Toxic, Pyrophoric or Corrosive Gas Installation (in excess of 810 cu.ft.)
- Tents or Temporary Membrane Structures (in excess of 10,000 square feet)
- Temporary Haunted House or similar
- OLCC Cannabis Extraction License Review
- Ceremonial Fire or Bonfire (For gathering, ceremony or other assembly)

**For Fire Marshal's Office Use Only**

TVFR Permit # 2024-0032  
 Permit Type: SPP-Tualatin  
 Submittal Date: 3/13/2024  
 Assigned To: McGladry  
 Due Date: 3/19/2024  
 Fees Due: 0  
 Fees Paid: 0

**Approval/Inspection Conditions**  
(For Fire Marshal's Office Use Only)

**This section is for application approval only**

McGladry 3/19/2024  
 Fire Marshal or Designee Date

Conditions:

See Attached Conditions:  Yes  No

Site Inspection Required:  Yes  No

**This section used when site inspection is required**

Inspection Comments:

N/A

Final TVFR Approval Signature & Emp ID Date

**Exhibit E**

**Neighborhood/Developer Meeting Documentation**



**CERTIFICATION OF SIGN POSTING**



**NOTICE** of Meeting

Meeting Date & Time:  
**7/12/23 @ 6:30pm**

LOCATION:  
Tualatin Library Community Rm.

**FOR MORE INFORMATION (503) 349-7454**

---

As the applicant for the Plan Map Amendment project, I hereby certify that on this day, four (4) sign(s) were posted on the subject properties in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Benjamin Kilo, President of Life Front Communities  
*(Please Print)*

Applicant's Signature: Ben Kilo


Date: 03/06/2024

**AFFIDAVIT OF MAILING NOTICE**

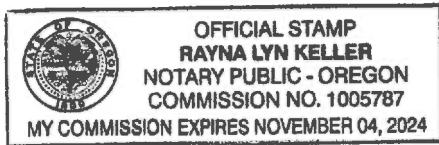
STATE OF OREGON            )  
  ) SS  
COUNTY OF WASHINGTON )

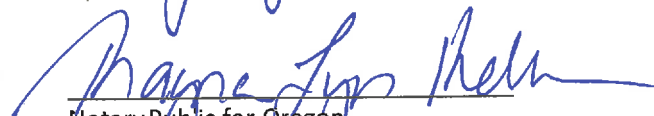
I, Blakely Vogel, being first duly sworn, depose and say:

That between 28 days and 14 days before the Neighborhood/Developer Meeting on the 12<sup>th</sup> day of July, 2023, I served upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

  
\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me this 27<sup>th</sup> day of July, 2023.



  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:

RE: Aff. of mailing

# **EXHIBIT A**

## **Mailing Area List**

[See Attached Mailing Area List]

TLID	OWNER	ADDRESS	CITY	STATE	ZIP
2S123BA03800	ZELLNER MARK & ZELLNER ADIRA	18155 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB05600	ZELLER GAIL & CLARK LIV TRUST & ZELLER RYAN	16294 SW DAHLIA CT	TIGARD	OR	97224
2S123BA90062	ZBINDEN ELIZABETH K	9762 SW TUALATIN RD	TUALATIN	OR	97062
2S114CD01100	ZABEL RICHARD & BAYNE MARGARET E	17755 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BD00800	WSM MANUFACTURING	9500 SW TUALATIN RD	TUALATIN	OR	97062
2S114CD06200	WOOD CASEY J	9885 SW PAWNEE PATH	TUALATIN	OR	97062
2S114CC04400	WONGLAVON SATHIEN & WONG PAVEENA T	10105 SW WASCO WAY	TUALATIN	OR	97062
2S114CD06300	WOMER GREG MICHAEL	16321 SE WIDEGON CT	DAMASCUS	OR	97089
2S114CD10900	WIZER SUZANNE M	17900 SW SIOUX CT	TUALATIN	OR	97062
2S123BA02700	WINONA CEMETERY ASSOC	8380 SW TONKA ST	TUALATIN	OR	97062
2S114CD06800	WILSON KENT CLIFFORD	17870 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD07800	WILSON JEREMY & WILSON LIZZETT	17655 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD03500	WILLIAMS ZACHARY S & WILLIAMS ERIN M	17845 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB13500	WILKINSON LINDA	9255 SW SWEET DR	TUALATIN	OR	97062
2S114CC03200	WILKERSON PEGGIE J TRUST	17925 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD10400	WILCOX JOHN M & WILCOX NANCY L	17855 SW SIOUX CT	TUALATIN	OR	97062
2S123AB09400	WHITE JAMES D	9299 SW CASCARA LN	TUALATIN	OR	97062
2S123AB04300	WETTERLIN JOSHUA K	15769 SW 82ND AVE	TIGARD	OR	97224
2S123AB14600	WELKER DEANN	9183 SW SWEET DR	TUALATIN	OR	97062
2S123AB08700	WEISS JEFFRY	10130 SW LANCASTER RD	PORTLAND	OR	97219
2S114CD07600	WEATHERS CHARLES E & ENGLE KAREN	17715 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
2S114CD07700	WATKINS JAMES & BARRY LAUREN	17685 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123BB01100	WASHINGTON COUNTY FACILITIES MGMT	169 N 1ST AVE #42	HILLSBORO	OR	97124
2S114CC03600	WARD SCOTT & SANCHEZ RENEE	17805 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD01900	WARD TYLER DANIEL & BOEHMER MADALINE ANN	17970 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB04700	WARD MEGAN	18638 SW 92ND TER	TUALATIN	OR	97062
2S123AB06200	WANG WEILING	1466 IROQUOIS ST	SHRUB OAK	NY	10588
2S123AB13900	WANG WEI & RESSLER JEFFREY P	13391 SW HILLSHIRE DR	TIGARD	OR	97223
2S123BA01700	WALCUTT SUSAN E	18180 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD06600	WAGER TERRENCE KEVIN & MCGINLEY CHRISTINE MARIE	17810 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123AB09700	VU CHANKRASNA	9288 SW SWEET DR	TUALATIN	OR	97062
2S114CD03800	VOILES ANNA MARGARET	9715 SW PAWNEE PATH	TUALATIN	OR	97062
2S123AB12000	VOAS AMY E	18629 SW 93RD TER	TUALATIN	OR	97062
2S123AB12600	VISSER ROBERT & TUNG CHIA-FONG	13850 SW 159TH TER	TIGARD	OR	97223
2S114CC01100	VANMECHELEN NANCY & NATHAN REV TRUST	17925 SW SHASTA TRL	TUALATIN	OR	97062
2S123BD00400	VALMONT COATINGS & PACIFIC STATES GALVANIZING	ONE VALMONT PLZ-5TH FLOOR	OMAHA	NE	68154
2S114CD11200	USELMAN MOLLIE K	17940 SW SIOUX CT	TUALATIN	OR	97062
2S123AB04100	URGUPLUOGLU KATHY	18584 SW 92ND TER	TUALATIN	OR	97062
2S123BA03900	ULRICH RONALD J & ULRICH SHARON A	18175 SW CHEYENNE WAY	TUALATIN	OR	97062

2S123AB02200	TURNER REV TRUST	PO BOX 230653	TIGARD	OR	97281
2S114D000500	TUALATIN COUNTRY CLUB	PO BOX 277	TUALATIN	OR	97062
2S123AB00100	TUALATIN MEADOWS APARTMENTS LP	PO BOX 1660	PORTSMOUTH	NH	03802
2S123AB00300	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
2S123AB00400	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
2S123AB15700	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
2S123AB15800	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
2S123AB15900	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
2S123AB16000	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
2S123BA04390	TUALATIN CITY OF	18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
2S123BC01400	TRUMBO INVESTMENTS LLC	14365 SW 144TH AVE	TIGARD	OR	97224
2S123BA02406	TRIFECTA INVESTMENT GROUP LLC	PO BOX 4804	TUALATIN	OR	97062
2S123BA00400	TRADEWINDS TRUST	PO BOX 594	TUALATIN	OR	97062
2S123B000800	TOTE 'N STOW INC	PO BOX 25216	PORTLAND	OR	97298
2S123BB00300	TOTE 'N STOW INC	PO BOX 25216	PORTLAND	OR	97298
2S123BA04400	TONA MARGITU	18245 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA70005	TOLAR STREET PROPERTIES LLC	13455 SW 22ND ST	BEAVERTON	OR	97008
2S123BA70006	TOLAR STREET PROPERTIES LLC	13455 SW 22ND ST	BEAVERTON	OR	97008
2S114CD03600	TOBEY REBA R	PO BOX 4232	TUALATIN	OR	97062
2S123AB02800	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB06700	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB11000	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB14500	TK&S REAL PROPERTIES LLC	10240 SW SEDLAK CT	TUALATIN	OR	97062
2S123AB02600	THOMPSON PAYTON D & THOMPSON CHRISTINE	20567 SW ELK HORN CT	TUALATIN	OR	97062
2S123BA00800	THOMPSON FAMILY TRUST	17985 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC00501	THOMASSEN AARON JENS	17850 SW SHASTA TRL	TUALATIN	OR	97062
2S114CC02000	THOMASON BARBARA J	10100 SW WASCO WAY	TUALATIN	OR	97062
2S114CD01300	TANG TING & TANG LESLIE CORY	146 KINGSGATE RD	LAKE OSWEGO	OR	97035
2S123BA02407	SWENDSEID FAMILY TRUST	1677 KENEWA ST	OJAI	CA	93023
2S114CC01800	SWEENEY JUDY D	17715 SW SHASTA TRAIL	TUALATIN	OR	97062
2S123AB03600	SWANSON DAVID & SWANSON AMANDA	18575 SW 91ST TER	TUALATIN	OR	97062
2S114CD11300	STUBBS BRIAN G & STUBBS SUSAN M	248 HOLDER LN SE	SALEM	OR	97306
2S114CD01400	STRICKLAND JARED ANDREW & STRICKLAND BRITTNEY LYNNE	17845 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB07200	STOUT TRAVIS M	9274 SW CASCARA LN	TUALATIN	OR	97062
2S123BA90032	STONE ANGELINA DIANA	9774 SW TUALATIN RD	TUALATIN	OR	97062
2S123BA80004	STEWART JESSICA M	PO BOX 2015	GEARHART	OR	97318
2S114CD09900	STEPHENSON JULIE A	17945 SW SIOUX CT	TUALATIN	OR	97062
2S123AB07800	STEINPREIS RAYMOND L	11777 SW QUEEN ELIZABETH ST APT #215	KING CITY	OR	97224
2S123AB05700	STEELE FRED B JR & STEELE JACQUELYN L	15337 SW SUNSET BLVD	SHERWOOD	OR	97140

2S123AB13400	STEELMAN PATRICK & VOLLAN OLIVIA	9267 SW SWEET DR	TUALATIN	OR	97062
2S123AB02100	STATES BAILEY B	22808 SW HIGHLAND DR	SHERWOOD	OR	97140
2S114CD01200	ST CLAIR MONA	17785 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD00700	SPROUSE FAMILY TRUST	17780 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB01200	SPRADLEY LORELLE A	18652 SW 91ST TER	TUALATIN	OR	97062
2S123AB13700	SPEARE JOE & SPEARE PAMELA SUE	PO BOX 355	TUALATIN	OR	97062
2S114CC04101	SMITH ALAN L & SMITH DIANNA C	10195 SW WASCO WAY	TUALATIN	OR	97062
2S123BA03600	SMITH HERBERT T JR & BEVERLEY A REV LIV TRUST	18115 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA80003	SMITH MARGARET F & DONALD M SMITH REV LIV TRUST	9721 SW TUALATIN RD	TUALATIN	OR	97062
2S123AB15200	SMALL MATTHEW & SMALL JAMEE	9121 SW SWEET DR	TUALATIN	OR	97062
2S123AB03700	SKOF ROBERT	PO BOX 1873	LAKE OSWEGO	OR	97035
2S123AB02000	SINCLAIR BRIAN GRAHAM	18721 SW 91ST TER	TUALATIN	OR	97062
2S123AB10300	SIMS ADAM C & SIMS MARILYN	1671 VILLAGE PARK LN	LAKE OSWEGO	OR	97034
2S123AB04000	SIMPSON RACHEL	18576 SW 92ND TER	TUALATIN	OR	97062
2S123AB11900	SIMCOE ROBERT DANIEL & SIMCOE PATRICIA DAWN	1410 NE OLSON RD	GRANTS PASS	OR	97526
2S114CD09300	SHUGERT MARK	297 NE TRALEE CT	HILLSBORO	OR	97124
2S123AB00500	SHERER CHARLENE R	18592 SW 91ST TER	TUALATIN	OR	97062
2S114CC00200	SHAW FAMILY TRUST	17780 SW SHASTA TRL	TUALATIN	OR	97062
2S123AB01600	SEYMOUR JAMIE L	18692 SW 91ST TER	TUALATIN	OR	97062
2S114CD06500	SEVERSON BRANDT E & BIGELOW SHELLEY & BIGELOW GREGORY	22511 SW 106TH AVE	TUALATIN	OR	97062
2S114CD11000	SELBY WILLIAM R & SELBY SHARYN L	17910 SW SIOUX CT	TUALATIN	OR	97062
2S114CD10000	SEDILLO FAMILY TRUST & SEDILLO SURVIVOR'S TRUST	17915 SW SIOUX CT	TUALATIN	OR	97062
2S114CC03700	SCHWENN NOELLE & SCHWENN JASON JAMES & TRENOR JOHN	17775 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA90021	SCHNABEL ERIKA	9780 SW TUALATIN RD	TUALATIN	OR	97062
2S123AB11300	SCHIEDLER JEFFREY & KUCK JORDAN	18693 SW 93RD TER	TUALATIN	OR	97062
2S123AB05400	SCHEPPACH PATRICIA & CAMACHO DAVID	18704 SW 92ND TER	TUALATIN	OR	97062
2S123AB12100	SCHAUB LINDSEY M	18621 SW 93RD TER	TUALATIN	OR	97062
2S123AB07600	SANDOVAL JODY & POURHASSAN NADER	9240 SW CASCARA LN	TUALATIN	OR	97062
2S123AB09800	SABERI BABAK ROBERT W	9284 SW SWEET DR	TUALATIN	OR	97062
2S114CC02500	RUSSO WILLIAM KIRKPATRICK & BURKE MADISON ELIZABETH	17840 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA04500	RUPERT SUSAN L	18225 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD10100	RUNNELS CHRISTA M & RUNNELS CHRISTOPHER M	17895 SW SIOUX CT	TUALATIN	OR	97062
2S123AB00700	RUIZ BERTHA K	18610 SW 91ST TER	TUALATIN	OR	97062
2S114CC04300	ROTH-KLEPPER DEBORAH	10155 SW WASCO WAY	TUALATIN	OR	97062
2S114CD01600	ROSS MICHAEL S & ROSS DIANE MIDDLETON	17905 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB04500	ROSS RONALD O & ROSS ILGA A	8275 SW SENECA ST	TUALATIN	OR	97062
2S123AB03900	ROSKOP JASON M & ROSKOP KINDRA M	18562 SW 92ND TER	TUALATIN	OR	97062
2S123B000702	ROSEDALE PROPERTIES LLC	PO BOX 431	LAKE OSWEGO	OR	97034

2S123BB00200	ROLLING FRITO-LAY SALES LP	3131 S VAUGHN WAY #301	AURORA	CO	80014
2S123BA02100	ROLFE LIVING TRUST	18060 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA80002	RODRIGUEZ NESTOR RAFAEL	9715 SW TUALATIN RD	TUALATIN	OR	97062
2S114CD10500	ROCHA JOSEPH D & JOY M FAMILY TRUST	17845 SW SIOUX CT	TUALATIN	OR	97062
2S123AB15000	ROBERT CYNTHIA & ROBERT DOUGLAS	15784 SW COLYER WAY	TIGARD	OR	97224
2S123BA04100	RHOADS JOHN & RHOADS SHARON	18210 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BA02405	REYNOLDS RICKY R & REYNOLDS-WEAKLAND KARI M	13848 SW 159TH TER	TIGARD	OR	97223
2S123AB08400	REIGLE TYLER ALEXANDER & SIMONETTI LARA AGOSTINA	9233 SW CASCARA LN	TUALATIN	OR	97062
2S123AB07100	REEVES KEVIN MATTHEW	9282 SW CASCARA LN	TUALATIN	OR	97062
2S123BA02600	RED DOG PROPERTIES LLC	4960 IRELAND LN	WEST LINN	OR	97068
2S123AB05300	RANSOM SCOTT PIETER	18690 SW 92ND TER	TUALATIN	OR	97062
2S123BA90041	RAE DEBRA	9772 SW TUALATIN RD	TUALATIN	OR	97062
2S123BC01200	PZHERMAN LLC	PO BOX 1696	BEAVERTON	OR	97075
2S114CC00700	PUHL FREDERIC J	17900 SW SHASTA TRL	TUALATIN	OR	97062
2S123BD01100	POWDER TECH INC	PO BOX 3221	TUALATIN	OR	97062
2S114CC01900	POULSON LINDA S & POULSON JEFFREY W	10050 SW WASCO WAY	TUALATIN	OR	97062
2S123AB08100	PINTOS EDUARDO J & SOLORIO PATRICIA	9211 SW CASCARA LN	TUALATIN	OR	97062
2S114CC03000	PIKE ROBERT & PIKE GAIL	17960 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA04000	PHILLIPS JOHN C & PHILLIPS JANET P	18190 SW SHAWNEE TRAIL	TUALATIN	OR	97062
2S114CD01501	PETERSON ROBERT J & QUIMBY-PETERSON SALLY C	17875 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC02200	PERONA STEPHEN & PERONA MEGAN	17750 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD02200	PERMAN KEVIN L & MARLYN J LIV TRUST	17880 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB09000	PATTERSON STEPHEN M & PATTERSON KATHLEEN GREENE	9279 SW CASCARA LN	TUALATIN	OR	97062
2S123AB11100	PARADIS CHERYL	18715 SW 93RD TER	TUALATIN	OR	97062
2S123BC01300	PACIFIC PARTNER WAREHOUSE LLC	PO BOX 2034	LAKE OSWEGO	OR	97035
2S123BD00600	PACIFIC STATES INDUSTRIAL PARK OWNERS OF ALL LOTS			OR	00000
2S114CC00900	OVERTON DAVID M & OVERTON ALLYSON	17960 SW SHASTA TRL	TUALATIN	OR	97062
2S123BA90042	OUBRE STEVEN J & OUBRE CINDY L & OUBRE NICHOLAS J	9770 SW TUALATIN RD	TUALATIN	OR	97062
2S123BD01000	OREGON SANDBLASTING & COATING INC	PO BOX 1171	TUALATIN	OR	97062
2S123AB00800	ORANGE STAR PROPERTIES LLC	4931 SW 76TH AVE #367	PORTLAND	OR	97225
2S123AB01500	ONSAGER PER & ONSAGER PHOENIX S	18686 SW 91ST TER	TUALATIN	OR	97062
2S123AB03300	O'NEILL ELAINE A REV TRUST	PO BOX 1755	LAKE GROVE	OR	97035
2S123BA70000	ONE HUNDREDTH COURT INDUSTRIAL CONDO UNIT OWNERS			OR	00000
2S114CC01000	OLIVER CARMEN LEANN	17955 SW SHASTA TRL	TUALATIN	OR	97062
2S123BA04300	OGORZALY REGINA A	18250 SW SHAWNEE TRAIL	TUALATIN	OR	97062
2S123AB09900	O'DONNELL KATIE	9272 SW SWEET DR	TUALATIN	OR	97062

2S123AB14700	NORRIS MICHELLE K	9171 SW SWEET DR	TUALATIN	OR	97062
2S123BD00300	NIEMEYER JOHN E & MEADER JEFFREY W	15 82ND DR STE 210	GLADSTONE	OR	97027
2S123BA04700	NICHUALS VARONIKA	18195 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA80005	NELSON CHRISTOPHER T & NELSON GARY R & NELSON PATSY A	9733 SW TUALATIN RD	TUALATIN	OR	97062
2S114CD07500	NAUMOV BORIS	19679 WILDWOOD DR	WEST LINN	OR	97068
2S114CC00300	MYERS FAMILY TRUST	17810 SW SHASTA TRL	TUALATIN	OR	97062
2S123AB04600	MURRELL STEPHEN M & MURRELL ELIZABETH JEAN	18634 SW 92ND TER	TUALATIN	OR	97062
2S123BA03500	MURPHY KATHLEEN M	18085 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB15400	MULLEN PATRICK M	9101 SW SWEET DR	TUALATIN	OR	97062
2S123AB12800	MORSE LAUREN M & SHIMADA SEAN Y	18551 SW 93RD TER	TUALATIN	OR	97062
2S114CD07001	MORO PETER & MORO PATRICIA M	12610 NE 59TH AVE	VANCOUVER	WA	98686
2S114CD10800	MORAN AMY L	17870 SW SIOUX CT	TUALATIN	OR	97062
2S123AB08600	MORALES ROGELIO GUINTO & ALEMAN MARTHA RAMIREZ & CAMPUSANO LUIS MIGUEL	9241 SW CASCARA LN	TUALATIN	OR	97062
2S123AB14800	MOORE MARCIA & MOORE CASEY	955 NW HIGHLAND TER	CORVALLIS	OR	97330
2S123BC00300	MJMARK LLC & MARK PROPERTIES LP	111 SW COLUMBIA ST STE 1380	PORTLAND	OR	97201
2S123AB06900	MILLER PETER R JR & MILLER DANA	9294 SW CASCARA LN	TUALATIN	OR	97062
2S114CD07201	MEARS SAMUEL JACK & MEARS CLAIRE BETH	17835 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123AB13300	MCNEIL SIERRA LEE	9273 SW SWEET DR	TUALATIN	OR	97062
2S123AB09500	MCDONALD CASSIE A & MCDONALD ROBERT A	9296 SW SWEET DR	TUALATIN	OR	97062
2S114CD02600	MCCLURE FAMILY TRUST	17760 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB15100	MCCLAIN SCOTT	9133 SW SWEET DR	TUALATIN	OR	97062
2S123BA02403	MAYES DEBORAH P & MAYES CURTIS R	18270 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB08900	MASEDA HALEY M & MASEDA JOHN J	9265 SW CASCARA LN	TUALATIN	OR	97062
2S114CC04200	MARTIN WILTON & HONERHEA TRUST	10175 SW WASCO WAY	TUALATIN	OR	97062
2S123AB07700	MARSTON JEFFREY C	9234 SW CASCARA LN	TUALATIN	OR	97062
2S114CD00300	MARSDEN DONALD W TRUST & MARSDEN PHYLLIS LEE TRUST	17900 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BB01101	MARKS 18400 LLC	18200 SW TETON AVE	TUALATIN	OR	97062
2S123BA04200	MANOUGIAN RYAN & MCVITTIE NICOLE	18230 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB07900	MAGINNIS THOMAS DAVID & MAGINNIS ASHLEY CATHERINE	9220 SW CASCARA LN	TUALATIN	OR	97062
2S123AB07400	MADSEN CHRIS & MICHELLE TRUST	1897 ARROYO AVE	OCEANSIDE	CA	92056
2S114CD02300	MACKAY ELLEN JEAN	17850 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB06800	LUNDGREEN BETH	9298 SW CASCARA LN	TUALATIN	OR	97062
2S123BA02900	LU QBF II LLC	PO BOX 483	TUALATIN	OR	97062
2S123BA03100	LU QBF II LLC	PO BOX 483	TUALATIN	OR	97062
2S123BA05500	LU QBF LLC	PO BOX 483	TUALATIN	OR	97062
2S123BA02800	LONDON POINTE LLC	7831 SE LAKE RD	PORTLAND	OR	97267
2S123BA80006	LOMBOS ALLAN JIM & LOMBOS SHERILY LAROSE	9735 SW TUALATIN RD	TUALATIN	OR	97062



2S123AB00600	LLOYD JACK W & ST MARIE JUNE B	18604 SW 91ST TER	TUALATIN	OR	97062
2S123AB13100	LITERA GEORGE J	9287 SW SWEET DR	TUALATIN	OR	97062
2S123AB11800	LIPPY SIRI	18647 SW 93RD TER	TUALATIN	OR	97062
2S114CC01500	LINVILLE JAMES M & LINVILLE MARCIA T	PO BOX 3833	TUALATIN	OR	97062
2S123AB03500	LIN YING	13449 NW ALVADA ST	PORTLAND	OR	97229
2S123BA03200	LIFE FRONT 2 LLC	3015 NE 44th AVE	PORTLAND	OR	97213
2S123AB00200	LIBERTY OAKS HOA	4386 SW MACADAM AVE STE 102	PORTLAND	OR	97239
2S123AB11400	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB11500	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB11600	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB11700	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB14100	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB14200	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB14300	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB14400	LIBERTY OAKS INVESTMENTS LLC	14787 SW MILLIKAN WAY	BEAVERTON	OR	97003-
2S123AB16100	LIBERTY OAKS HOA	4386 SW MACADAM AVE STE 102	PORTLAND	OR	97239
2S123AB05000	LI QINGYU & SHEN DONGLAN	5358 NW PRIMINO AVE	PORTLAND	OR	97229
2S123AB09600	LEWIS MILES	9292 SW SWEET DR	TUALATIN	OR	97062
2S123AB12400	LEPAIGE LOREEN RENE	18593 SW 93RD TER	TUALATIN	OR	97062
2S123AB07000	LEMERY JAMES M	9290 SW CASCARA LN	TUALATIN	OR	97062
2S114CD07300	LEIGHS INVESTMENTS #3 LLC	9531 SW SILETZ DR	TUALATIN	OR	97062
2S114CC00800	LEE KADENCE ROBERT & LEE REMINGTON A	17930 SW SHASTA TRL	TUALATIN	OR	97062
2S114CD06900	LAZOFF GREGG A & LAZOFF MICHELLE F	17900 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CC03100	LAWRENCE FAMILY TRUST	17935 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA01300	LAW ROGER W	18135 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB06400	LANMAN KATHLEEN	9277 SW TANOAK LN	TUALATIN	OR	97062
2S123BA01600	LANDIS JAMES W	18210 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB02300	LANDAU TYLER	18697 SW 91ST TER	TUALATIN	OR	97062
2S123AB07500	KUSKE SONJA	8397 SW DURHAM LN	TIGARD	OR	97224
2S123AB03100	KRUGER LISABETH CORSON	18627 SW 91ST TER	TUALATIN	OR	97062
2S123BA01200	KOPETSKI COLIN JAMES & KOPETSKI ARLENE ABES	18105 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC02100	KISH KIRSTEN SANDSTROM	17720 SW YAQUINA CT	TUALATIN	OR	97062
2S114CC03900	KISER MICHAEL D & KISER AMBER N	17715 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA90051	KIRKPATRICK DAVID & KIRKPATRICK JANE & MCGOWAN LUKE E ET AL	8170 SW VLAHOS DR #215	WILSONVILLE	OR	97070
2S123BA90052	KIRKPATRICK DAVID & KIRKPATRICK JANE & KRINKE LINDSAY E	8170 SW VLAHOS DR #215	WILSONVILLE	OR	97070
2S114CD10601	KINNAN ROBERT W	17850 SW SIOUX CT	TUALATIN	OR	97062
2S114CC02300	KING MICHELE R	17780 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD09800	KILLINGER STEVEN W & KILLINGER APRIL	17965 SW SIOUX CT	TUALATIN	OR	97062
2S114CD00600	KEYSER CARY A & KEYSER KATHLEEN E	17810 SW SHAWNEE TRL	TUALATIN	OR	97062

2S123BA04600	KEISTER MATTHEW K REV TRUST & KEISTER HEATHER L REV TRUST	17485 SW 107TH AVE	TUALATIN	OR	97062
2S123BA04900	KEISTER MATTHEW K REV TRUST & KEISTER HEATHER L REV TRUST	17485 SW 107TH AVE	TUALATIN	OR	97062
2S123BA04901	KEISTER MATTHEW K REV TRUST & KEISTER HEATHER L REV TRUST	17485 SW 107TH AVE	TUALATIN	OR	97062
2S114CC02400	KASPRICK ALEXANDRA & ODEGAARD LEONARD	17810 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA00200	KASH FLORENCE REV LIV TRUST	18140 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BA04800	KARIMI ENTERPRISES LLC	27599 SW MOUNTAIN RD	WEST LINN	OR	97068
2S123AB01900	KALAMARIS ALISSA M	19304 SW 55TH CT	TUALATIN	OR	97062
2S123AB05100	KAILIULI JESSICA L	18674 SW 92ND TER	TUALATIN	OR	97062
2S123B000701	KAI USA LTD	18600 SW TETON AVE	TUALATIN	OR	97062
2S123AB00900	JUAREZ RIGOBERTO Z	18634 SW 91ST TER	TUALATIN	OR	97062
2S123AB10400	JONES TYLER & MINOR COURTNEY	9236 SW SWEET DR	TUALATIN	OR	97062
2S114CC03400	JOHNSON K DALE & WALRATH BARBARA A	17865 SW YAQUINA CT	TUALATIN	OR	97062
2S123AB03800	JOHNSON BRITTNEY C	18550 SW 92ND TER	TUALATIN	OR	97062
2S123BA01000	JOHANSON PHILLIP D & JOHANSON CAROL L	18045 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BA00600	ISHAM RODERICK S & ISHAM EILEEN O	18020 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD01000	INGRAM NICOLE G & BLACK JEREMY AARON	17725 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BD00700	ICHOR SYSTEMS INC	9660 SW HERMAN RD	TUALATIN	OR	97062
2S123AB09100	HUNT NICHOLAS ALLEN & HUNT GLADYS JESSENIA	9283 SW CASCARA LN	TUALATIN	OR	97062
2S114CC03500	HULL RENELL B	17835 SW YAQUINA CT	TUALATIN	OR	97062
2S123AB01000	HUDDLESON HOLLY	18640 SW 91ST TER	TUALATIN	OR	97062
2S123AB06100	HSU GRACE S REV TRUST	2876 EMERSON ST	PALO ALTO	CA	94306
2S123AB09200	HOWELL MARCELLA A	9291 SW CASCARA LN	TUALATIN	OR	97062
2S114CD00400	HOUGHTON MICHAEL D	17870 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD02900	HOUCK CLARENCE ELLSWORTH REV TRUST & HOUCK MARGARET ANN REV TRUST	17730 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB08300	HOLMES MCKENNA & HOLMES WILLIAM N	9225 SW CASCARA LN	TUALATIN	OR	97062
2S123AB14000	HOENER KYLAN C & HOENER JOHANNA	9223 SW SWEET DR	TUALATIN	OR	97062
2S123AB06600	HINES TIMOTHY G & HINES MISTY D	9293 SW TANOAK LN	TUALATIN	OR	97062
2S114CD03001	HILL RANDALL M & GEIGER ROWENA A	17995 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD03300	HILL ROBERT E & HILL DANA L	17905 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD03700	HILGEFORT BRANDELYN	9710 SW PAWNEE PATH	TUALATIN	OR	97062
2S123AB10500	HENNINGER DANA	9230 SW SWEET DR	TUALATIN	OR	97062
2S123AB10200	HELLBERG JENNIFER A	9248 SW SWEET DR	TUALATIN	OR	97062
2S123AB12700	HEATH NATHAN F & HEATH CHELSEA R	18565 SW 93RD TER	TUALATIN	OR	97062
2S123AB13000	HARRISON PAMELA K	3619 RINKES CT	NEWBERG	OR	97132
2S123AB11200	HARKLESS MYCHAL SEAN & ARAIZA ERIKA Y	18707 SW 93RD TER	TUALATIN	OR	97062
2S123AB12300	HANSELL JULIE L	18601 SW 93RD TER	TUALATIN	OR	97062
2S123AB10000	HANCOCK ELIZABETH N	9260 SW SWEET DR	TUALATIN	OR	97062

2S123AB01800	HAMPTON ALEC IRWIN & REED MICHAEL DANIELLE	18718 SW 91ST TER	TUALATIN	OR	97062
2S123BA04601	HALL DAVE & LINDA TRUST	10135 SE 222ND DR	DAMASCUS	OR	97089
2S114CD00500	HAGER LORRAINE M TRUST	17840 SW SHAWNEE TRAIL	TUALATIN	OR	97062
2S114CC03300	HACKETT LIV TRUST	17895 SW YAQUINA CT	TUALATIN	OR	97062
2S114CC01200	GROMLICH ALAN ROBERT & SIEGLINDE H TORRES-ORTIZ REV LIV TRUST	16779 NW YORKTOWN DR	BEAVERTON	OR	97006
2S123BA80001	GRAHAM ALLAN B TRUST	9705 SW TUALATIN RD	TUALATIN	OR	97062
2S123BA90031	GRAHAM KATHLEEN J	9776 SW TUALATIN RD-UNIT A	TUALATIN	OR	97062
2S123BA90012	GOODING ELISA	9782 SW TUALATIN RD	TUALATIN	OR	97062
2S123AB08000	GOOD ANNETTA FAYE & GOOD MARLIN RAY	9214 SW CASCARA LN	TUALATIN	OR	97062
2S114CD09400	GONZALEZ RAUL	17960 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD07400	GODOWSKI KAZ	17775 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
2S123AB08500	GLADIS DEBORAH	9237 SW CASCARA LN	TUALATIN	OR	97062
2S123AB05500	GILBERT GAIL D	18716 SW 92ND TER	TUALATIN	OR	97062
2S114CD03400	GETAHUN AZEB & BIZUNEH SAMUEL	17875 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD01700	GERMOND JONATHAN P & GERMOND MARIANNE C	17935 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC00600	GARZA DANIEL & GARZA BRIDGETTE	6855 SW NYBERG ST UNIT #J102	TUALATIN	OR	97062
2S123BA01400	GARDEN CAROL LIV TRUST	7871 SW PONDEROSA DR	SANDY	UT	84094
2S123AB14900	GARD VALERIE GAIL	9157 SW SWEET DR	TUALATIN	OR	97062
2S123BC00700	FUENTE ROSE LLC	33120 NE LESLEY RD	NEWBERG	OR	97132
2S123AB13200	FRY JENNIFER LYNN	9285 SW SWEET DR	TUALATIN	OR	97062
2S123BA01900	FROST FAMILY LIV TRUST	18120 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CC02900	FREGOSO OMAR	17930 SW YAQUINA CT	TUALATIN	OR	97062
2S123BA90022	FREDRICKSON BRIAN & FREDRICKSON ROSELYN	9778 SW TUALATIN RD	TUALATIN	OR	97062
2S123AB04200	FOX KAREN RAE PERL TRUST	18590 SW 92ND TER	TUALATIN	OR	97062
2S123AB06500	FOLEY KRISTA	9289 SW TANOAK LN	TUALATIN	OR	97062
2S123AB02700	FERRY MICHELLE ANN	18655 SW 91ST TER	TUALATIN	OR	97062
2S114CD11100	FERNANDEZ KASEY & FERNANDEZ MICHAEL	17920 SW SIOUX CT	TUALATIN	OR	97062
2S123BA00500	FAZZOLARI STEVEN J & FAZZOLARI CHRISTINE L	18050 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD09500	EVANSTEIN MARC & EVANSTEIN EMILY	17955 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123BA00700	ESTES BETTY RAE TRUST	17970 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB15300	EMBREE DOUGLAS S & EMBREE JESSICA D	9115 SW SWEET DR	TUALATIN	OR	97062
2S123AB09300	EDWARDS BRYAN C & ROCHELLE-STEPHENS TAYLOR T	9297 SW CASCARA LN	TUALATIN	OR	97062
2S123AB03200	EASTERLY CHRISTINE LYNN	18611 SW 91ST TER	TUALATIN	OR	97062
2S123BA70001	EASTBOUND PROPERTIES LLC	32019 NE CORRAL CREEK RD	NEWBERG	OR	97132
2S123BA70002	EASTBOUND PROPERTIES LLC	32019 NE CORRAL CREEK RD	NEWBERG	OR	97132
2S114CC00100	DUNLAP WILLIAM R	17750 SW SHASTA TRL	TUALATIN	OR	97062
2S123AB02400	DULING ISAAC PATRICK	18689 SW 91ST TER	TUALATIN	OR	97062
2S114CC03801	DULIERE JEFFREY L & DULIERE MARCELINA G	17745 SW YAQUINA CT	TUALATIN	OR	97062
2S123AB06300	DOVER CONNIE	9269 SW TANOAK LN	TUALATIN	OR	97062
2S123AB10600	DOUGLASS L	9224 SW SWEET DR	TUALATIN	OR	97062

2S123BC01500	DJI INVESTMENT LLC	10100 SW HERMAN RD	TUALATIN	OR	97062
2S123BA02300	DIXON LARRY D & DIXON ALICE E	18000 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB04400	DING XIAOHONG	19240 MEGLY CT	LAKE OSWEGO	OR	97034
2S123BA03400	DICKIE SARAH CORREA & DICKIE JOSHUA	18025 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD09600	DEVERS CHRISTOPHER J & DEVERS KIM L	17925 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S123AB01700	DESANTIS DANIEL DOMINIC & MILLER KATHERINE ADELE	18704 SW 91ST TER	TUALATIN	OR	97062
2S123AB10800	DEPAOLIS KATE E	9216 SW SWEET DR	TUALATIN	OR	97062
2S123AB10100	DEMISSE TEREFE	15885 SW SERENA CT	TIGARD	OR	97224
2S123BA03401	DEJAGER JOHN & CYNTHIA FAMILY TRUST	18926 INDIAN SPRINGS CIR	LAKE OSWEGO	OR	97035
2S123BA01100	DECKER JAY E REV TRUST & CARLSON SUSAN K REV TRUST & JACKSON ZEPHRINE C ESTAT	18075 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC02800	DANESHI ALI & EMADI PARASTOO	17920 SW YAQUINA CT	TUALATIN	OR	97062
2S123AB15600	CURL SPENCER & CURL SARAH	9089 SW SWEET DR	TUALATIN	OR	97062
2S123BA90011	CRIST KELLY & CRIST MARGARET	9784 SW TUALATIN RD	TUALATIN	OR	97062
2S114CC01300	CRISP STANLEY D	17865 SW SHASTA TRL	TUALATIN	OR	97062
2S114CC04500	CRALL RICHARD F & CRALL BARBARA	10055 SW WASCO WAY	TUALATIN	OR	97062
2S114CC04600	CRALL RICHARD F & CRALL BARBARA M	10055 SW WASCO WAY	TUALATIN	OR	97062
2S114CD00100	CORRIGAN MAXINE	17960 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD10300	COOPER ZACHARY RYAN	17875 SW SIOUX CT	TUALATIN	OR	97062
2S123AB02900	COOK SHAWNA MICHELLE	18643 SW 91ST TER	TUALATIN	OR	97062
2S123AB03000	COLEMAN AISHA & COLEMAN JAMES	18635 SW 91ST TER	TUALATIN	OR	97062
2S114CD00800	CHEEK JOSEPH & CHEEK TERRA	17750 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC01600	CHAPMAN PAUL G & CHAPMAN VALERIE D	17805 SW SHASTA TRL	TUALATIN	OR	97062
2S123BA00701	CHAFF DAVID A	29791 SW KINSMAN RD	WILSONVILLE	OR	97070
2S123AB05800	CHADWICK KATHLEEN M	9227 SW TANOAK LN	TUALATIN	OR	97062
2S123BA80000	CEDARWOOD CONDOS OWNERS OF UNITS			OR	00000
2S114CD02500	CARRASCO TONI REV LIV TRUST	17790 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123BA00900	CAMPBELL ROBERT E & ELTINGE BARBARA A	18015 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB01300	BUTTERCREEK FARM LLC	23325 SW STAFFORD RD	TUALATIN	OR	97062
2S123AB13600	BUSHMAN MARTIN BENJAMIN & BUSHMAN ERIKA H	15321 SW SUNSET BLVD	SHERWOOD	OR	97140
2S123BB00100	BUDIHAS ROBERT J REV TRUST	18175 SW 100TH CT	TUALATIN	OR	97062
2S123BA01800	BRYANT ROBERT C & BRYANT CHRISTINE R	18150 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB13800	BRUCE ROBERT A	9231 SW SWEET DR	TUALATIN	OR	97062
2S123AB01400	BROCKMANN FRED & BROCKMANN ANNALISA	10955 SW EVANS CT	TUALATIN	OR	97062
2S114CD00201	BRITTON CHARLES A & BRITTON GENE M	17930 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CD10200	BRITTON JEFFREY T & BRITTON CHARLENE A				
2S123BA90000	BRIAN PARK CONDOMINIUM OWNERS OF UNITS			OR	00000
2S114CD02400	BREWSTER-FUJI JANELLE L	17820 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD01800	BRADEN JOHN B & BRADEN BRENDA L	17965 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123BD00200	BOWLSBY/MCCORD ENTERPRISES LLC	9730 SW HERMAN RD	TUALATIN	OR	97062
2S123AB06000	BOULEY JASON CHRISTOPHER & BOULEY MELINDA A	9239 SW TANOAK LN	TUALATIN	OR	97062

2S123AB10700	BOLAND CODY	9222 SW SWEET DR	TUALATIN	OR	97062
2S114CD02800	BOATWRIGHT LYNDA I & BOATWRIGHT JAMES G	17635 SW SHAWNEE TRL	TUALATIN	OR	97062
2S123AB04800	BETTIS SARAH S	18640 SW 92ND TER	TUALATIN	OR	97062
2S123AB12500	BERRY ASHLEY ELIZABETH	18587 SW 93RD TER	TUALATIN	OR	97062
2S123AB12200	BENDA MICHAEL	18615 SW 93RD TER	TUALATIN	OR	97062
2S114CD02700	BEHRENS GREGORY & BEHRENS JENNIFER	17655 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC02600	BECKER CURTIS & BECKER CHRISTINA	17870 SW YAQUINA CT	TUALATIN	OR	97062
2S123AB10900	BECKER KARI LYNN & BECKER CHRISTOPHER ANDREW	8039 GABRIELS CT	JESSUP	MD	20794
2S114CD07100	BECK JOHN E & BECK KIMBERLY	17865 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
2S123BA02200	BEACON HILL TRUST	37620 SE HIDDEN FALLS RD	WASHOUGAL	WA	98671
2S123BA00100	BAYNE JAMES & CANDIS JOINT TRUST	18170 SW SHAWNEE TRL	TUALATIN	OR	97062
2S114CC02700	BAUGHMAN BRENDA LEE	17890 SW YAQUINA CT	TUALATIN	OR	97062
2S114CD06400	BARTOS PAUL RICHARD LIV TRUST & HOWARD ARVA	17750 SW CHIPPEWA TRL	TUALATIN	OR	97062
2S114CD10700	BARRIOS JUANITA HIDALGO & BARRIOS JESUS ALEJANDRO HIDALGO	17860 SW SIOUX CT	TUALATIN	OR	97062
2S123BC01600	BARR FAMILY IX LLC	3455 W FIRST AVE	EUGENE	OR	97402
2S123BC01700	BARR FAMILY IX LLC	3455 W FIRST AVE	EUGENE	OR	97402
2S123BA90061	BARNES WALTER A TRUST	PO BOX 68288	OAK GROVE	OR	97268
2S123AB15500	BALMES LISA L TRUST	9097 SW SWEET DR	TUALATIN	OR	97062
2S114CC01400	BAKER ROSS E & LAURA E REV LIV TRUST	17300 SW 107TH AVE	TUALATIN	OR	97062
2S114CD02100	BAKER RUTH M & BAKER WARREN EDWARD JR	17910 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD03200	BAKER ALEXANDER MARK & BAKER JOEY K	17935 SW CHEYENNE WAY	TUALATIN	OR	97062
2S114CD03100	BAILEY REV TRUST	17965 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB08200	BAILEY DAYSHA M	9217 SW CASCARA LN	TUALATIN	OR	97062
2S114CC01700	BACHMAN KERI D & BACHMAN CRAIG A	17765 SW SHASTA TRL	TUALATIN	OR	97062
2S123BA00300	BABCOCK CHRISTOPHER M & BABCOCK LINDA D	18110 SW SHAWNEE TRAIL	TUALATIN	OR	97062
2S123AB05900	AYYOUB KEVIN & AYYOUB ERICA	9235 SW TANOAK LN	TUALATIN	OR	97062
2S114CD06700	AYALA DAVID A & AYALA MARIE E	17840 SW CHIPPEWA TRAIL	TUALATIN	OR	97062
2S123BA02000	ARROYO CHRIS & ARROYO JAQUELINE CUEVAS	18090 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB04900	ARMS CHRISTINE J TRUST	2521 BEACON HILL DR	WEST LINN	OR	97068
2S123AB07300	ARASTEH NIMA	9260 SW CASCARA LN	TUALATIN	OR	97062
2S114CD02000	ANDUJO JOANNE E TRUST	17940 SW CHEYENNE WAY	TUALATIN	OR	97062
2S123AB08800	ANDERSEN-GLASS MADELINE & ANDERSEN-GLASS GAVIN	9257 SW CASCARA LN	TUALATIN	OR	97062
2S123AB01100	ANCHETA ALVIN L & ANCHETA CRISTINA V	18648 SW 91ST TER	TUALATIN	OR	97062
2S123BA01500	AMADOR RIGO	18195 SW SHAWNEE TRAIL	TUALATIN	OR	97062
2S114CC00401	ALMY JOINT REV TRUST	17830 SW SHASTA TRL	TUALATIN	OR	97062
2S123AB12900	AKELLA RAVI S	2029 CHANNING WAY, #4C	BERKELEY	CA	94704
2S123AB03400	AIELLO DAX A	8597 SW 91ST TER	TUALATIN	OR	97062
2S123BA70003	AEB PROPERTIES LLC	21136 SW NURSERY WAY	SHERWOOD	OR	97140
2S123BA70004	AEB PROPERTIES LLC	21136 SW NURSERY WAY	SHERWOOD	OR	97140

2S123AB02500 ACHILOV ABDUMADZHID & ACHILOV GALINA  
2S123AB05200 ABOUELSEoud AHMED  
2S123BD00500 9620 HERMAN ROAD LLC  
2S123BA05001 100TH COURT LLC

15681 SW THRASHER WAY  
18688 SW 92ND TER  
5611 NE COLUMBIA BLVD  
5611 NE COLUMBIA BLVD

SHERWOOD	OR	97140
TUALATIN	OR	97062
PORTLAND	OR	97218
PORTLAND	OR	97218

Riverpark CIO - riverparkcio@gmail.com

## **EXHIBIT B**

### **Notice of Neighborhood/Developer Meeting**

[See Attached Notice of Neighborhood/Developer Meeting]



**Blakely Vogel**  
blakely.vogel@millernash.com  
503.349.7454 (direct)

June 22, 2023

**VIA FIRST-CLASS MAIL**

«OWNER1»  
«OWNERADDR»  
«OWNERCITY», «OWNERSTATE» «OWNERZIP»

Subject: Notice of Meeting

Dear Property Owner:

You are cordially invited to attend a meeting on July 12, 2023 from 6:30 pm to 7:30 pm at the Tualatin Library Community Room, 18878 SW Martinzazzi Avenue., Tualatin, OR 97062. This meeting will be held to discuss a proposed project located at 9700 SW Tualatin Road, Tualatin, OR 97062. The proposal is to correct the City of Tualatin's plan map to accurately depict the property line between 9700 SW Tualatin Road and neighboring properties to the west (9905 and 9975 SW Tualatin Road).

**NO CONSTRUCTION, BUILDING, OR PHYSICAL ALTERATIONS ARE BEING PROPOSED.**

This is an informational meeting to share the proposal with interested neighbors. You will have the opportunity to review preliminary plans and identify topics of interest or consideration. Feel free to contact me with any questions or commentary.

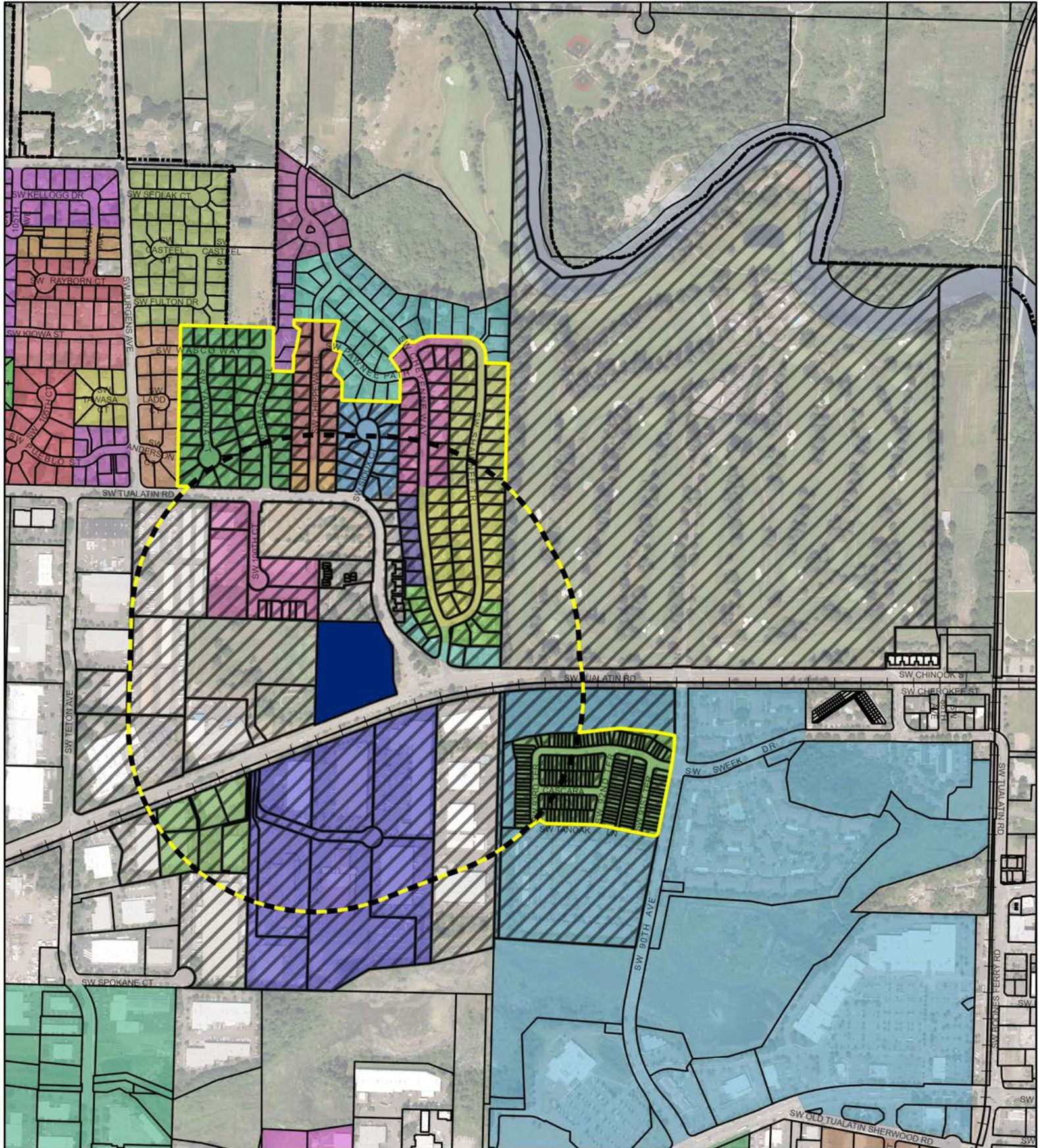
Very truly yours,

A handwritten signature in blue ink, appearing to read 'Blakely Vogel'.

Blakely Vogel

cc: Tualatin Community Development Department  
[planning@tualatin.gov](mailto:planning@tualatin.gov); Tualatin Community Development Department





1000' Buffer



1000' Buffer with Subdivisions



Selected Taxlots



## Vogel, Blakely

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**From:** Vogel, Blakely  
**Sent:** Thursday, June 15, 2023 1:39 PM  
**To:** Tualatincio@gmail.com; riverparkcio@gmail.com  
**Cc:** Rasmussen, William; Forer, Max; Ext - Planning  
**Subject:** Notice of Public Meeting  
**Attachments:** Tualatin Public Meeting Notice (CIOs), 4855-7795-4666 v.3.pdf

Dear Tualatin CIOs,

I am writing to inform you of a public meeting for a development project pursuant to notice requirements under TDC 32.120(5)(b)(iii). The attached notice should provide you with all relevant information, but please feel free to reach out to me directly if you have any questions.

Best,  
Blake



**Blakely Vogel**  
blakely.vogel@millernash.com  
503.349.7454 (direct)

June 15, 2023

**VIA EMAIL**

[Tualatincio@gmail.com](mailto:Tualatincio@gmail.com)  
[Riverparkcio@gmail.com](mailto:Riverparkcio@gmail.com)

Subject:

Dear Tualatin Citizen Involvement Organizations:

You are cordially invited to attend a meeting on July 12, 2023 from 6:30 pm to 7:30 pm at the Tualatin Library Community Room, 18878 SW Martinzazzi Avenue., Tualatin, OR 97062. This meeting will be held to discuss a proposed project located at 9700 SW Tualatin Road, Tualatin, OR 97062. The proposal is to correct the City of Tualatin's plan map to accurately depict the property line between 9700 SW Tualatin Road and neighboring properties to the west (9905 and 9975 SW Tualatin Road).

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Very truly yours,

A handwritten signature in blue ink, appearing to read 'Blakely Vogel'.

Blakely Vogel

cc: Tualatin Community Development Department  
[planning@tualatin.gov](mailto:planning@tualatin.gov); Tualatin Community Development Department

## Map Amendment Public Meeting Overview

Tualatin Library Community Room  
July 12, 6:30 pm to 7:30 pm

### Background:

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- (1) Miller Nash LLP represents Life Front 2, LLC, dba Willow Glen Mobile Home Park in Tualatin;
- (2) The current fence line between Willow Glen (East) and the Lu Pacific Industrial Park (West) marks the true division between the properties and has been in place for decades;
- (3) This property line is roughly 10 feet (give or take) West of what is recorded in the City's records;
  - See Maps 1 & 2 (Property Lines & Development Zoning)
- (4) Project: correcting the City's records and map;
- (5) The correction process involves a City plan map adjustment, which requires this public meeting;
- (6) Minor consequence: Riverpark CIO and Commercial Industrial CIO boundaries similarly adjusted;
  - See Map 3 (Tualatin CIO Line)
- (7) Records-correction is the entire project; no construction, building, or physical alterations.

### Properties Details:

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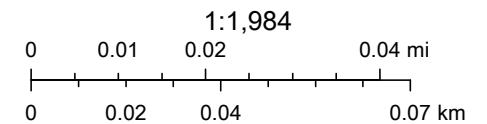
- (1) **Willow Glen Mobile Home Park:**
  - Address: 9700 SW Tualatin Rd., OR 97062.
  - Zoning: RESIDENTIAL, Medium Low Density Residential (RML).
- (2) **Lu Pacific Industrial Park:**
  - Addresses:
    - West-North: 9975 SW Herman Rd, Tualatin, 97062;
    - West-South: 9905 SW Herman Rd, Tualatin, 97062.
  - Zoning: INDUSTRIAL, Light Manufacturing (ML).

# Letter ANSI A Landscape



July 10, 2023

- World Transportation Planning Area Boundary Planning Districts
- City Boundary Taxlots



Maxar, Microsoft, State of Oregon GEO, Esri, HERE, iPC, TualGIS, Metro, GIG, TualGIS

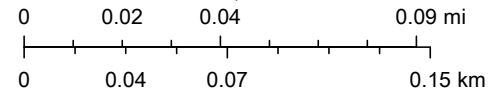
# Letter ANSI A Landscape



July 10, 2023

- |                        |                        |                              |
|------------------------|------------------------|------------------------------|
| World Transportation   | Taxlots                | Neighborhood Commercial (CN) |
| City Boundary          | Planning Districts     | Central Commercial (CC)      |
| Planning Area Boundary | Commercial Office (CO) | General Commercial (CG)      |

1:3,969

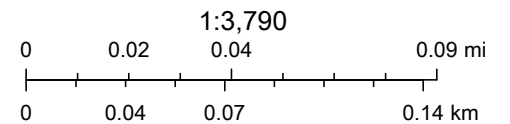


State of Oregon GEO, Esri, HERE, iPC, TualGIS, Metro, GIG, TualGIS, Maxar

# City of Tualatin, Oregon Community Involvement Organizations (CIOs)



July 10, 2023



State of Oregon GEO, Esri, HERE, iPC, TualGIS, Metro, GIG, TualGIS, Maxar

Attendee Name	Organization	Address	Phone Number	Email
1. Kent Wilson	Home owner	Chippewa TR	—	—
2. Jeryl Wilson	ll	Siberia CT.		
3. ALLAN LOMBOS	ll	9735 SW NAZARD rd		
4. Terry Wager	Home owner	Chippewa TR	971 4005544	
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## July 12, 2023 Public Meeting Notes

**Introduction:** Blakely Vogel of Miller Nash LLP presenting, representing Life 2 Front, LLC, owner of Willow Glen Mobile Home Park.

### Topics:

- Project generally: adjusting the property lines and City map to account for existing property divisions;
- property line adjustment project;
- map amendment project; and
- no construction planned as part of this project.

### Discussion (Talking Points & Speakers):

- Multiple attendees asked about the impact of the project beyond the property line adjustment and map amendment; they were informed that (1) adjustment and amendment were the whole of the project, and (2) there would be no further impacts beyond them.
- Multiple attendees asked about on-going construction projects in the general area, and they were informed that such construction is completely unrelated to the proposed project.
- No attendee expressed concern over the project as proposed.

**Exhibit F**  
**Pre-Application Meeting Summary**



# City of Tualatin

COMMUNITY DEVELOPMENT PLANNING DIVISION

## Pre-Application Meeting Request

The purpose of the Scoping and Pre-Application meetings is to offer early assistance in the land use and permitting process. This includes thoughtful feedback on preliminary design direction and visioning, outlining expectations, and to assist the applicant in attaining a complete application at first submittal.

### PROJECT DESCRIPTION

Project name/title: Property Line Adjustment between Tax Lots.

What is the primary purpose of this pre-application meeting (What would you like to accomplish)? (Attach additional sheets if needed.)

Discuss the possibility of adjusting the property line between Tax Lot 2S123BA03200 (medium low density residential) to the east, and Tax Lots 2S123BA02900 and 2S123BA03100 to the west (both light manufacturing). Owners of all properties have agreed to a possible property line adjustment and would like to explore whether this project would create the need for rezoning the affected parcels due to Approval criterion TDC.36.100(4)(b). Please see attached narrative for more information.

### PROPERTY INFORMATION

Property address/location(s): 9700 SW Tualatin Rd., Tualatin, OR 97062;  
9905 SW Herman Rd., Tualatin, OR 97062; and 9975 SW Herman Rd., Tualatin, OR 97062.

Tax map and tax lot no.(s): 2S123BA03200; 2S123BA03100; and 2S123BA02900.

Zoning: Medium Low Density Residential, and Light Manufacturing.

### PROPERTY OWNER/HOLDER INFORMATION

Name(s): Life Front Communities

Address: 9700 SW Tualatin Rd. Phone: (971) 201-2462

City/state: Tualatin, OR Zip: 97062

### APPLICANT INFORMATION

Name: SAME

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/state: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: Blakely Vogel

Phone: (503) 349-7454 Email: blakely.vogel@millernash.com

### Pre-application Conference Information

All of the information identified on this form is required and must be submitted to the Planning Division with this application. Conferences are scheduled subject to availability and a minimum of two weeks after receiving this application and all materials. Pre-application conferences are one (1) hour long and are typically held on Wednesdays between 2-4 p.m.

If more than four (4) people are expected to attend the pre-application conference in your group, please inform the City in advance so that alternate room arrangements can be made to accommodate the group.

### REQUIRED SUBMITTAL ELEMENTS

*(Note: Requests will not be accepted without the required submittal elements)*

- A complete application form and accompanying fee.
- 1 hard copy and an electronic set of the following:**
  - Preliminary site and building plans, drawn to scale, showing existing and proposed features. (Plans do not need to be professionally prepared; just accurate and reliable.)
  - A detailed narrative description of the proposal that clearly identifies the location, existing and proposed uses, and any proposed construction.
  - A list of all questions or issues the applicant would like the City to address.

### FOR STAFF USE ONLY

Case No.: \_\_\_\_\_

Related Case No.(s): \_\_\_\_\_

Application fee: \_\_\_\_\_

Application accepted: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Date of pre-app: \_\_\_\_\_

Time of pre-app: \_\_\_\_\_

Planner assigned to pre-app: \_\_\_\_\_

**What type of development are you proposing? (Check all that apply)**

Industrial    Commercial    Residential    Institutional    Mixed-use

**Please provide a brief description of your project: (Attach additional sheets if needed.) Please include description of existing uses and structures in addition to what is proposed.**

Project is a property line adjustment; development project questions are inapplicable.

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**Are you familiar with the development process in Washington or Clackamas County or Tualatin?**

Yes    No

**If yes, please identify an example project:**

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**Are you familiar with the sections of the Tualatin Development Code (TDC) that pertain to your proposed development?**

Yes    No

**Is the property under enforcement action? If yes, please attached a notice of the violation.**

**Please provide the names of City, TVF&R, CWS, and County staff with whom you have already discussed this proposal:**

N/A.

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# PROPERTY LINE ADJUSTMENT PROPOSAL

## 9700 SW Tualatin Road Pre-Application Meeting Summary

*The pre-application conference is intended to be a tool to assist applicants in navigating the land use process, but is not intended to be an exhaustive review that identifies or resolves all potential issues, and does not bind or preclude the City from enforcing any applicable regulations or from applying regulations in a manner differently than may have been indicated at the time of the pre-application conference.*

### Required Land Use Reviews

Submit electronically via eTrakit: <https://permits.ci.tualatin.or.us/eTrakit/>.

### Property Line Adjustment:

Please contact Tony Doran, Engineering Associate, at 503.691.3035 or [tdoran@tualatin.gov](mailto:tdoran@tualatin.gov) with any infrastructure and as-built questions.

Type I Application— See Tualatin Development Code Chapter [36.100](#):

[https://www.tualatinoregon.gov/sites/default/files/fileattachments/engineering/page/5159/development\\_app\\_sub\\_par\\_pla\\_w\\_sign\\_and\\_mailing\\_labels.pdf](https://www.tualatinoregon.gov/sites/default/files/fileattachments/engineering/page/5159/development_app_sub_par_pla_w_sign_and_mailing_labels.pdf)

Ministerial action decided by City Staff

Submittal materials listed in:

- [TDC 32.140](#), including a Citizen Involvement Organization (CIO) statement. More information may be found here: <https://www.tualatincio.org/riverpark-cio>
- [TDC 36.100\(3\)](#), including a:
  - Chain of title and legal description for affected properties
  - Site Plan, drawn to scale, that indicates:
    - The dimensions and areas of the units of land before and after the proposed property line adjustment; and
    - Setbacks, building separations, lot coverage, vehicular access, and public and private utilities.
  - Narrative with findings to address approval criteria listed in: [TDC 36.100\(4\)](#)
    - Adjustment must not result in nonconforming development or increase the degree of nonconformity of existing development
    - The property line adjustment is not prohibited by any existing City land use approval, or previous condition of approval
      - AR 20-0002: Herman Road Industrial
      - AR 87-34, 88-03, 89-01 Willow Court Development reviews

### Required Service Provider Letters

- Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal: <https://dynamic.cleanwaterservices.org/Forms/PreScreen>.

### Considerations:

- [TDC 36](#) does not preclude the split zoning, however, split lots are not desired. Industrial development would not be allowed on the residential portion and vice versa.
  - Depending on the specifics the parcels and development on each, the adjustment could create a nonconformity (in either land unit or development or both), which is prohibited by the code.
  - Once a nonconforming use is terminated, any subsequent use of the subject lot must conform to the current standards and criteria of this Code. After a nonconforming use is terminated, the use must not be allowed to resume, in whole or in part, under the same or different ownership or management.

### Plan Map Amendment (Zone Change):

- May be submitted concurrently with the PLA application.
- Applicant-initiated Plan Map Amendment is a [Type IV-A](#) process that is decided by City Council.
  - An advisory recommendation is sought at Tualatin Planning Commission prior to a City Council hearing. The applicant team is invited to attend and share information at this meeting, as are members of the public, but it is not a formal hearing.
- Application packet:  
[https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5083/pma\\_instructions\\_withform.pdf](https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5083/pma_instructions_withform.pdf)
- Requires narrative findings to approval criteria listed in [TDC 33.070\(5\)](#) with supporting evidence including:
  - Findings that the zone change will correct a mapping error and will have a de minimis impact on:
    - The Transportation Planning Rule (TPR);
    - Applicable goals and policies found in [Tualatin Comprehensive Plan](#) including Chapters 3 and 4 which states:
  - Service provider letter from the Tigard-Tualatin School District.
- Example of a recent plan map amendment application is found on our projects website:  
<https://www.tualatinoregon.gov/planning/pma-21-0001-tualatin-heights-apartments>
  - For Council recording and packets: <https://www.tualatinoregon.gov/meetings>

### Neighborhood Developer Meeting:

- Holding a Neighborhood/Developer meeting is required for a zone change application.
- Neighborhood/Developer meetings should be held in-person and generally no more than six months prior to application. More detailed information about this meeting, is

online here: <https://www.tualatinoregon.gov/planning/neighborhood-developer-meetings>

- Applicants are responsible for mailing and posting notice of your Neighborhood Developer meeting. The City can provide a list of addresses for your notice letters for a \$35 fee. Place your request by emailing: [planning@tualatin.gov](mailto:planning@tualatin.gov).
- Be sure to email the meeting invite to [planning@tualatin.gov](mailto:planning@tualatin.gov).

## Vogel, Blakely

---

**From:** Vogel, Blakely  
**Sent:** Wednesday, February 28, 2024 9:06 AM  
**To:** Erin Engman  
**Cc:** Steve Koper; Lindsey Hagerman  
**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD

Hi Erin,

The project and parties have not changed at all, so we should be good regarding TDC 32.110(6).

Thank you for your prompt reply and assistance on this project. It is much appreciated.

Best,  
Blake

---

**From:** Erin Engman <eengman@tualatin.gov>  
**Sent:** Wednesday, February 28, 2024 8:45 AM  
**To:** Vogel, Blakely <Blakely.Vogel@MillerNash.com>  
**Cc:** Steve Koper <skoper@tualatin.gov>; Lindsey Hagerman <lhagerman@tualatin.gov>  
**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD

**[EXTERNAL MESSAGE: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.]**

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Good morning Blakely-

And thanks for checking in on the project! As long as the following haven't changed under TDC 32.110(6), then we can consider this email chain as fulfilling the follow-up conference requirement.

- The proposed use, layout, and/or design of the proposal have significantly changed; or
- The owner and/or developer of a project changes after the pre-application conference and prior to application submittal.

I appreciate you staying on top of the application criteria,

### Erin Engman, AICP

Senior Planner  
City of Tualatin | Planning Division  
503.691.3024 | [www.tualatinoregon.gov](http://www.tualatinoregon.gov)

---

**From:** Vogel, Blakely <[Blakely.Vogel@MillerNash.com](mailto:Blakely.Vogel@MillerNash.com)>  
**Sent:** Tuesday, February 27, 2024 6:30 PM  
**To:** Erin Engman <[eengman@tualatin.gov](mailto:eengman@tualatin.gov)>  
**Cc:** Steve Koper <[skoper@tualatin.gov](mailto:skoper@tualatin.gov)>; Lindsey Hagerman <[lhagerman@tualatin.gov](mailto:lhagerman@tualatin.gov)>  
**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD



Hi Erin (et al.),

Apologies for the radio silence on the below project, but the surveyor contracted to assist with the application process delayed the project by taking significantly longer than anticipated.

That being said, the pre-application conference is only valid for 6 months and that elapsed, based on your last email, on 1/26/2024. (TDC 32.110(6)(a)). This compounds our issues, as the public meeting we held for the plan map amendment on 7/12/2023, is potentially no longer valid, as the public meeting must occur between the pre-application conference and submission of the application (TDC 32.120(3)).

Is there a way to fulfill the pre-application conference requirement without hosting another public meeting?

Happy to discuss this and any further details of the project as needed.

Best (and belated happy New Year),  
Blake

**Blakely Vogel**

Attorney

**Miller Nash LLP**

US Bancorp Tower | 111 SW Fifth Ave, Ste 3400 | Portland, OR 97204

Direct: 503.205.2506 | Office: 503.224.5858

[Email](#) | [Insights](#) | [Website](#)

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---

**From:** Erin Engman <[eengman@tualatin.gov](mailto:eengman@tualatin.gov)>

**Sent:** Wednesday, July 26, 2023 9:09 AM

**To:** Vogel, Blakely <[Blakely.Vogel@MillerNash.com](mailto:Blakely.Vogel@MillerNash.com)>

**Cc:** Steve Koper <[skoper@tualatin.gov](mailto:skoper@tualatin.gov)>; Lindsey Hagerman <[lhagerman@tualatin.gov](mailto:lhagerman@tualatin.gov)>

**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD

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Hi Blakely-

Thanks for checking in the map amendment. We recently had a residential plan map amendment go before council that was controversial to some community members, so that may explain the interest in your application.

And since it sounds like the proposal hasn't changed and that you may not have any additional questions on the plan map amendment process, then this email conversation could suffice as the follow-up conference.

Hope your week is going well,

**Erin Engman, AICP**

Senior Planner

City of Tualatin | Planning Division

503.691.3024 | [www.tualatinoregon.gov](http://www.tualatinoregon.gov)

---

**From:** Vogel, Blakely <[Blakely.Vogel@MillerNash.com](mailto:Blakely.Vogel@MillerNash.com)>

**Sent:** Thursday, July 20, 2023 3:28 PM

**To:** Erin Engman <[eengman@tualatin.gov](mailto:eengman@tualatin.gov)>

**Cc:** Steve Koper <[skoper@tualatin.gov](mailto:skoper@tualatin.gov)>; Lindsey Hagerman <[lhagerman@tualatin.gov](mailto:lhagerman@tualatin.gov)>

**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD

Erin,

Apologies for the gap in communications, but this project is moving along. We recently had a public meeting about the plan map amendment that went well (though a surprising number of people showed up despite the limited subject matter).

There was a miscommunication between us and the surveyor, and it looks like we're a few months out from a full survey. This pushes us past the time period by which an application must be submitted for a map amendment after a pre-application meeting, which by my understanding would be August 8, 2023. (TDC 32.110(6)(a)). Unless we can get the surveyor in gear, is there a way to avoid needing a second pre-application conference? The project has not changed in the least.

Hope all are well.

Best,  
Blake

**Blakely Vogel**

Attorney

**Miller Nash LLP**

US Bancorp Tower | 111 SW Fifth Ave, Ste 3400 | Portland, OR 97204

Direct: 503.205.2506 | Office: 503.224.5858

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**From:** Erin Engman <[eengman@tualatin.gov](mailto:eengman@tualatin.gov)>

**Sent:** Wednesday, April 26, 2023 12:08 PM

**To:** Vogel, Blakely <[Blakely.Vogel@MillerNash.com](mailto:Blakely.Vogel@MillerNash.com)>; Rasmussen, William <[william.rasmussen@millernash.com](mailto:william.rasmussen@millernash.com)>

**Cc:** Steve Koper <[skoper@tualatin.gov](mailto:skoper@tualatin.gov)>; Lindsey Hagerman <[lhagerman@tualatin.gov](mailto:lhagerman@tualatin.gov)>

**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD

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Hi Blakely-

Thank you for reaching out with your questions. For the property line adjustment submittal, I would suggest referring to [Tualatin Development Code 36.100](#). You'll want to submit narrative statements to address (4) Approval Criteria.

I would also recommend paying close attention to criteria (4)(b):

*(b)The property line adjustment will not create nonconforming units of land or nonconforming development, or increase the degree of nonconformity in existing units of land or existing development*

For more information on what may constitute a Nonconforming Situation, please refer to TDC [Chapter 35](#).

Development standards for the industrial property that is zoned Light Manufacturing is found in [Chapter 60](#), and for the mobile home park property zoned Medium-Low Density is found in [Chapter 41](#) and [Chapter 34.500](#).

Please let me know if other questions arise along the way,

**Erin Engman, AICP**

Senior Planner

City of Tualatin | Planning Division

503.691.3024 | [www.tualatinoregon.gov](http://www.tualatinoregon.gov)

---

**From:** Vogel, Blakely <[Blakely.Vogel@MillerNash.com](mailto:Blakely.Vogel@MillerNash.com)>

**Sent:** Tuesday, April 25, 2023 4:49 PM

**To:** Erin Engman <[eengman@tualatin.gov](mailto:eengman@tualatin.gov)>; Rasmussen, William <[william.rasmussen@millernash.com](mailto:william.rasmussen@millernash.com)>

**Cc:** Steve Koper <[skoper@tualatin.gov](mailto:skoper@tualatin.gov)>; Lindsey Hagerman <[lhagerman@tualatin.gov](mailto:lhagerman@tualatin.gov)>

**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD

Erin,

Thank you again for the notes from our pre-application meeting. Our client and the other property owner have decided to go ahead with the project and submit applications for a property line adjustment and plan map amendment.

Also, thank you for recommending the PMA 21-0001—Tualatin Heights Apartment project as an example for the map amendment project. It has been helpful so far. I also reviewed the City's planning projects and found the [PAR22-0002—23370 SW Boones Ferry Road Partition](#) project. I assume that it is a good example to work from because both partitions and property line adjustments are covered under chapter 36 of the TDC (though obviously subject to different approval criteria). Please let me know if this is not the case.

I'm sure I'll have questions as we proceed, and please let me know if there is anything you recommend we do from the outset of this process that makes life easier for everyone.

Best,  
Blake

**Blakely Vogel**

Attorney

**Miller Nash LLP**

US Bancorp Tower | 111 SW Fifth Ave, Ste 3400 | Portland, OR 97204

Direct: 503.205.2506 | Office: 503.224.5858

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**From:** Erin Engman <[eengman@tualatin.gov](mailto:eengman@tualatin.gov)>

**Sent:** Thursday, March 30, 2023 10:33 AM

**To:** Rasmussen, William <[william.rasmussen@millernash.com](mailto:william.rasmussen@millernash.com)>; Vogel, Blakely <[Blakely.Vogel@MillerNash.com](mailto:Blakely.Vogel@MillerNash.com)>

**Cc:** Steve Koper <[skoper@tualatin.gov](mailto:skoper@tualatin.gov)>; Lindsey Hagerman <[lhagerman@tualatin.gov](mailto:lhagerman@tualatin.gov)>

**Subject:** RE: PRE23-0002 9700 SW TUALATIN RD

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Hi Will and Blakely-

Hope you have been well. Please find our preapplication notes attached from our Property Line Adjustment conversation a few weeks ago.

Feel free to reach out with additional questions.

**Erin Engman, AICP**

Senior Planner

City of Tualatin | Planning Division

503.691.3024 | [www.tualatinoregon.gov](http://www.tualatinoregon.gov)

## **Exhibit G**

### **Citizen Involvement Organization Contact Information**

## Vogel, Blakely

---

**From:** Vogel, Blakely  
**Sent:** Tuesday, May 9, 2023 9:11 AM  
**To:** riverparkcio@gmail.com  
**Cc:** Rasmussen, William  
**Subject:** Notice of Property Line Adjustment  
**Attachments:** Map.png; Riverpark CIO Boundary, 4888-0299-1713 v.1.pdf

Dear Riverpark Community Involvement Organization Board,

As per TDC 32.140(1)(h), I am writing to you on behalf of the owners of Willow Glen Mobile Home Park, located at 9700 SW Tualatin RD, Tualatin, OR 97062 (the "**Property**"). Recent dealings with the two properties to the immediate west of the Property, 9975 and 9905 Tualatin RD, Tualatin, OR 97062, brought it to our attention that the actual property line between these properties is different than the line recorded in the City of Tualatin's Plan Map ("**Plan Map**"). As you can see in the map attached here, the Property extends further west than as drawn in the current Plan Map. Additionally, this line defines the Riverpark CIO boundary, as the additional attachment shows.

As such, we will be applying to the City of Tualatin to adjust the property line to match the actual property line between the Property and adjacent properties, and also to amend the Plan Map accordingly. No new development is needed or proposed.

Please let me know if you have any questions or would like to discuss the matter further.

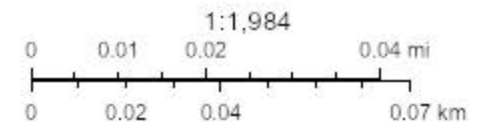
Best,  
Blake

# Letter ANSI A Landscape



February 14, 2023

- World Transportation  Planning Area Boundary  Planning Districts
-  City Boundary  Taxlots

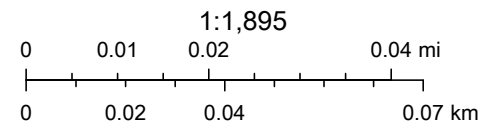


Maxar, Microsoft, State of Oregon GEO, Esri, HERE, IPC, TualGIS, Metro, GIG, TualGIS

# City of Tualatin, Oregon Community Involvement Organizations (CIOs)



April 25, 2023



Maxar, Microsoft, State of Oregon GEO, Esri, HERE, iPC, TualGIS, Metro, GIG, TualGIS