

(Cabela's-Bass Pro Shops Title Report)

Ticor Title Company of Oregon
Order No. 36262402028



111 SW Columbia St., Ste 1000
(503)242-1210

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Meyer Sign Co
15205 SW 74th Avenue
Tigard, OR 97224

Customer Ref.: _____
Order No.: 36262402028
Effective Date: July 3, 2024 at 08:00 AM
Charge: \$350.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. [The apparent vested owner](#) of property ("the Property") as of the Effective Date is:

Tuala Northwest, LLC, an Oregon limited liability company

Premises. The Property is:

(a) Street Address:

7405 SW Nyberg Street, Tualatin, OR 97062

(b) Legal Description:

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

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

SPECIFIC ITEMS AND EXCEPTIONS:

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2023-2024
Amount: \$446,006.20
Levy Code: 023.69
Account No.: [R533293](#)
Map No.: 2S124A003100
Affects: Land and improvements

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2023-2024
Amount: \$186,532.56
Levy Code: 023.69
Account No.: [R2190812](#)
Map No.: 2S124A003100-A1
Affects: Leasehold Improvements assessed to Cabela's Wholesale

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2023-2024
Amount: \$2,126.37
Levy Code: 023.69
Account No.: [R2188825](#)
Map No.: 2S124A003100
Affects: Leasehold improvements assessed to Banner Bank

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. City Liens, if any, in favor of the City of Tualatin.

3. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Tualatin River.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Tualatin River.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Tualatin River.

4. Any right, interest or claim which may exist or arise by reason of the fact that a road, walk, trail, path or other means of access extends over a portion of the subject land and is used by the public for access to and from Tualatin River.
5. Limited Access Provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which, among other things, provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property;
Recording Date: June 19, 1969
[Book: 747, Page: 353](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

6. Terms and Provisions of that certain Lease creating the estate shown as insured, herein,
Dated: September 1, 1971
A memorandum of which was recorded
Lessor: Clayton Nyberg and Kathryn Nyberg, husband and wife, and Wayne Howard and Zira Howard, husband and wife
Lessee: Continental Realty, Inc.
Recording Date: December 27, 1971
[Book: 848, Page: 503](#)
Affects: This and additional property also

The Lessors interest was acquired by Assignment and Assumption Agreement;
By: Tuala Northwest, LLC, an Oregon limited liability company
Recording Date: July 31, 2012
[Recording No.: 2012-062596](#)

And also by instrument;
Recording Date: July 31, 2012
[Recording No.: 2012-062598](#)

The Lessees interest was acquired by Assignment and Assumption Agreement;
By: Nyberg Centercal II, LLC, a Delaware limited liability company
Recording Date: July 31, 2012
[Recording No.: 2012-062597](#)

A Memorandum of Amended and Restated Ground Lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: July 31, 2012

Lessor: Tuala Northwest, LLC, an Oregon limited liability company

Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

Recording Date: July 31, 2012

[Recording No.: 2012-062599](#)

And amended by instrument;

Recording Date: April 8, 2014

[Recording No.: 2014-019875](#)

NOTE: The legal description was amended.

Memorandum of Second Amendment to Amended and Restated Ground Lease, including the terms and provisions thereof

Recording Date: November 3, 2020

[Recording No: 2020-110639](#)

Assignment and Assumption of Ground Lease, including the terms and provisions thereof

Assignor: Nyberg Centercal II, LLC

Assignee: Nyberg II Centercal Owner, LLC

Recording Date: December 2, 2021

[Recording No: 2021-124687](#)

Any defect in or invalidity of, or other matters relating to the leasehold estate referred to herein, which would be disclosed by an examination of the unrecorded lease.

7. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Easement

Recording Date: May 2, 1973

Recording No.: [Book 922, Page 474](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Tualatin
Purpose: Water line and sanitary sewer
Recording Date: December 19, 1974
Recording No: [Book 1005, page 41](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

9. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document;
Recording Date: December 19, 1974
[Book: 1005, Page: 78](#)

10. Irrevocable License Agreement, including the terms and provisions thereof;
Executed by: Clayton Nyberg and Kathryn Nyberg, husband and wife, Wayne Howard and Zira Howard, husband and wife, Portland Fixture Co., an Oregon corporation, K Mart Corporation, a Michigan corporation, and Wendy's International, Inc., an Ohio corporation
Recording Date: November 27, 1985
[Recording No.: 85-047397](#)

And
Re-Recording Date: June 11, 2012
Re-Recording No.: [2012-046950](#)

11. A Memorandum of Shopping Center Lease with certain terms, covenants, conditions and provisions set forth therein.
Dated: December 11, 2003
Lessor: Portland Fixture Limited Partnership, an Oregon limited partnership
Lessee: Michaels Stores, Inc., a Delaware corporation
Recording Date: January 15, 2004
[Recording No.: 2004-004189](#)
Affects this and additional property also

Any defect in or invalidity of, or other matters relating to the leasehold estate referred to herein, which would be disclosed by an examination of the unrecorded lease.

12. Restrictive Covenant, including the terms and provisions thereof;
Recording Date: August 7, 2006
[Recording No.: 2006-094201](#)
13. Revocable License Agreement, including the terms and provisions thereof;
Executed by: Nyberg Limited Partnership and the City of Tualatin
Recording Date: May 22, 2012
[Recording No.: 2012-041252](#)

14. A Deed of Trust to secure an indebtedness in the amount shown below,
Amount: \$4,500,000.00
Dated: July 31, 2012
Grantor: Tuala Northwest, LLC
Trustee: Chicago Title Insurance Company
Beneficiary: Umpqua Bank
Recording Date: July 31, 2012
[Recording No.: 2012-062600](#)
Affects: This and additional property also

Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and rents, and Fixture Filing to secure an indebtedness in the amount shown below,
Amount: \$4,119,692.56
Dated: May 10, 2016
Grantor: Tuala Northwest, LLC, an Oregon limited liability company
Trustee: Chicago Title Insurance Company of Oregon
Beneficiary: Umpqua Bank
Recording Date: May 11, 2016
[Recording No.: 2016-035561](#)

An Assignment of Rents of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein;

Assigned to: Umpqua Bank

Recording Date: July 31, 2012

[Recording No.: 2012-062601](#)

Affects: This and additional property also

Subordination, Non-Disturbance and Attornment Agreement;

Recording Date: July 31, 2012

[Recording No.: 2012-062616](#)

By and Between: Umpqua Bank and Nyberg CenterCal II, LLC

Addendum to Subordination, Non-Disturbance and Attornment Agreement

Recording Date: November 12, 2014

[Recording No.: 2014-072085](#)

Addendum to Subordination, Non-Disturbance and Attornment Agreement,

Recording Date: November 16, 2016

[Recording No.: 2016-094803](#)

15. A Collateral Assignment of the Lessor's interest in the Lease recorded July 31, 2012, as [Recording No. 2012-062599](#), by and between the parties named below:

Assigned By: Tuala Northwest, LLC, an Oregon limited liability company

Assigned to: Umpqua Bank

Amount: \$4,119,692.56

Dated: May 10, 2016

Recording Date: May 11, 2016

[Recording No.: 2016-035560](#)

16. A Memorandum of Lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: September 5, 2013

Lessor: Nyberg Centercal II, LLC, a Delaware limited partnership

Lessee: Fitness International, LLC a California limited liability company

Recording Date: September 27, 2013

Recording No.: 2013-086769

Affects this and additional property also

And also by:

A Memorandum of Lease and Sublease;

Recording Date: December 5, 2013

[Recording No.: 2013-102601](#)

Any defect in or invalidity of, or other matters relating to the leasehold estate referred to herein, which would be disclosed by an examination of the unrecorded lease.

17. A Memorandum of Lease with certain terms, covenants, conditions and provisions set forth therein.
Dated: June 12, 2014
Lessor: Nyberg Centercal II, LLC, a Delaware limited partnership
Lessee: Wendy's International, LLC, an Ohio limited liability company
Recording Date: August 12, 2014
[Recording No.: 2014-050289](#)

and also

A Memorandum of Lease with certain terms, covenants, conditions and provisions set forth therein.
Dated: July 17, 2014
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Wendy's International, LLC, an Ohio limited liability company
Recording Date: August 12, 2014
[Recording No.: 2014-050290](#)

Affects This and additional property also

18. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: Adjacent property owners
Purpose: Vehicular ingress and egress
Recording Date: March 10, 2014
[Recording No.: 2014-013490](#)
Affects: This and additional property also

19. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: ODOT access
Recording Date: April 8, 2014
[Recording No.: 2014-019831](#)
Affects: This and additional property also

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

20. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Water
Recording Date: May 6, 2014
[Recording No.: 2014-026507](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

21. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Stormwater
Recording Date: May 6, 2014
[Recording No.: 2014-026508](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

22. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Sanitary sewer
Recording Date: May 6, 2014
[Recording No.: 2014-026509](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

23. A Memorandum of Lease with certain terms, covenants, conditions and provisions set forth therein.
Dated: July 28, 2014
Lessor: Nyberg Centercal II, LLC, a Delaware limited liability company
Lessee: Cabela's Wholesale, Inc., a Nebraska corporation
Recording Date: July 28, 2014
[Recording No.: 2014-046103](#)

Any defect in or invalidity of, or other matters relating to the leasehold estate referred to herein, which would be disclosed by an examination of the unrecorded lease.

24. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Greenway, shared use path and permanent access
Recording Date: September 23, 2014
[Recording No.: 2014-060298](#)

First Amendment to the Greenway and Shared Use Path Easement,
Recording Date: July 24, 2019
[Recording No.: 2019-047824](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

25. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Greenway, shared use path and permanent access
Recording Date: September 23, 2014
[Recording No.: 2014-060299](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

26. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Shared use path and permanent access
Recording Date: September 23, 2014
[Recording No.: 2014-060301](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

27. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Roadway and shared use path
Recording Date: September 23, 2014
[Recording No.: 2014-060303](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

28. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Tualatin
Purpose: Stormwater
Recording Date: September 23, 2014
[Recording No.: 2014-060306](#)
Affects: Southerly portion as described therein

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

29. Easement Agreement, including the terms and provisions thereof;
Recording Date: September 23, 2014
[Recording No.: 2014-060310](#)

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

30. Easement Agreement, including the terms and provisions thereof;
Recording Date: September 23, 2014
[Recording No.: 2014-060312](#)
Affects this and additional property also

And as approximately shown on the Survey prepared by KC Development, dated June 16, 2020, Job No. 1074.20

31. Private Stormwater Facilities Agreement, including the terms and provisions thereof;
Executed by: The City of Tualatin, the State of Oregon and Tuala Northwest, LLC, an Oregon limited liability company
Recording Date: May 8, 2015
[Recording No.: 2015-034742](#)
Affects this and additional property also

32. A Memorandum of Lease and Sublease with certain terms, covenants, conditions and provisions set forth therein.
Dated: January 30, 2015
Lessor: Nyberg Centercal II, LLC, a Delaware limited partnership
Lessee: New Seasons Market LLC, an Oregon limited liability company
Recording Date: May 21, 2015
Recording No.: 2015-038716
Affects this and additional property also

Any defect in or invalidity of, or other matters relating to the leasehold estate referred to herein, which would be disclosed by an examination of the unrecorded lease.

33. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease and Sublease
Fee Owner: Tuala Northwest, LLC, an Oregon limited liability company
Sulesor: Nyberg Centercal II LLC, a Delaware limited liability company
Sublessee: CBOCS West Inc., a Nevada corporation
Recording Date: November 16, 2016
[Recording No:](#) [2016-094799](#)
Affects this and additional property also

Any defect in or invalidity of, or other matters relating to the leasehold estate referred to herein, which would be disclosed by an examination of the unrecorded lease.

34. Non-Disturbance and Attornment Agreement including the terms and provisions thereof
By and Between: JPMorgan Chase Bank, National Association, Tuala Northwest, LLC and Nyberg II Centercal Owner, LLC and Umpqua Bank
Recording Date: December 9, 2021
[Recording No.:](#) [2021-126480](#)
Affects this and additional property also

35. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

36. Personal property taxes, if any.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Erich Telford

erich.telford@ticortitle.com

Ticor Title Company of Oregon
111 SW Columbia St., Ste 1000
Portland, OR 97201

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): R533293

For Tax Map ID(s): 2S124A003100

A tract of land located in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at the most Northerly corner of Parcel 1, PARTITION PLAT NO. 1993-123, Washington County Survey Records, said point being 120.00 feet Westerly of the centerline of the Southbound lane of Interstate Highway No. 5, when measured perpendicular thereto; thence along the Westerly right of way line of Interstate Highway No. 5 (variable width) South 15°49'17" West, 169.04 feet to a point being 120.00 feet Westerly of the centerline of the Southbound lane of Interstate Highway No. 5, when measured perpendicular thereto; thence South 12°33'01" West, 350.57 feet to a point being 100.00 feet Westerly of the centerline of the Southbound lane of Interstate Highway No. 5, when measured perpendicular thereto; thence parallel with said centerline South 15°49'17" West, 170.29 feet to a point being 100.00 feet Westerly of the centerline of the Southbound lane of Interstate Highway No. 5, when measured perpendicular thereto; thence South 21°33'44" West, 542.28 feet to a point being 154.33 feet Westerly of the centerline of the Southbound lane of Interstate Highway No. 5, when measured perpendicular thereto; said point also being the Northeast corner of Deed Document No. 2004-135929, Washington County Deed Records; thence along the Northerly line of said of Deed Document No. 2004-135929, South 89°46'15" West, 374.82 feet to the Northwest corner thereof; thence along the Westerly line of said of Deed Document No. 2004-135929, South 00°13'45" East, 361.43 feet to the Northerly right of way line of SW Nyberg Road (County Road No. 2545)(variable width); thence along said Northerly right of way line South 89°46'15" West, 203.68 feet; thence South 44°46'46" West, 110.68 feet; thence South 82°09'15" West, 343.77 feet; thence South 89°46'15" West, 46.25 feet; thence leaving said Northerly right of way line, North 00°13'45" West, 683.87 feet to the Southerly line of Parcel 7 of Deed Document No. 2012-062598, Washington County Deed Records; thence along said Southerly line North 89°46'15" East, 307.55 feet to the Southwest corner of Parcel 1, PARTITION PLAT NO. 1993-123, Washington County Survey Records; thence along the Westerly line of said Parcel 1, North 05°34'18" East, 276.21 feet to the Southerly bank of the Tualatin River; thence along the Southerly and Easterly bank of the Tualatin River the following courses and distances: thence South 83°06'05" East, 70.20 feet; thence South 89°16'30" East, 118.95 feet; thence North 78°06'38" East, 47.99 feet; thence North 63°03'09" East, 102.02 feet; thence North 61°05'09" East, 113.50 feet; thence North 43°58'54" East, 73.56 feet; thence North 35°38'54" East, 211.29 feet; thence North 37°11'23" East, 115.37 feet; thence North 32°54'07" East, 136.68 feet; thence North 47°49'30" East, 114.34 feet; thence North 63°23'23" East, 123.30 feet; thence North 70°19'41" East, 70.09 feet; thence North 78°48'21" East, 74.52 feet to the point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public for public road purposes by Deed recorded as Recorder's Fee No. 2014-060308, Washington County Deed Records.

TOGETHER WITH an Easement for road and utility purposes as set forth and more fully described in instrument recorded May 10, 1973 in Book 922, Page 474, Washington County Deed Records.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

NE 1/4 SECTION 24 T2S R1W W.M.
 WASHINGTON COUNTY OREGON
 SCALE 1"=200'

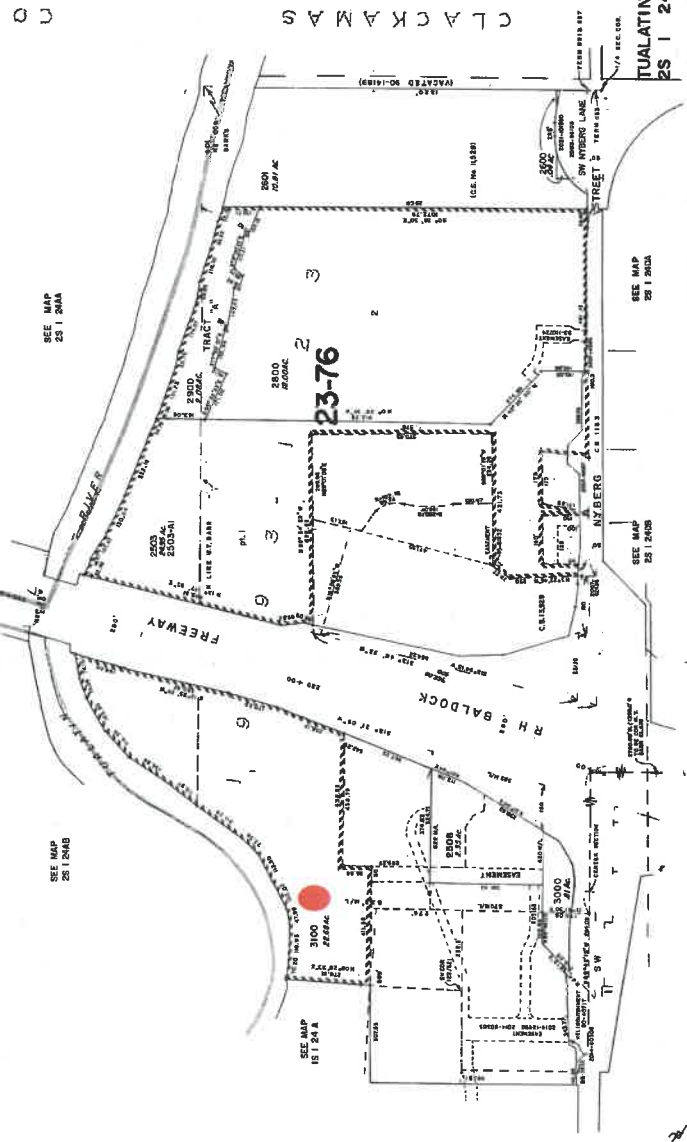
2S 1 24 A

CANCELLED TITLE LOT NUMBERS
 HAVE BEEN SHOWN IN THIS MAP FOR THE
 PURPOSE OF IDENTIFYING THE LAND TO
 BE SURVEYED. THESE LOTS WILL BE
 REOPENED FOR SALE BY THE
 STATE OF OREGON, DEPARTMENT OF
 LAND MANAGEMENT, PORTLAND, OREGON.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to

the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of

FOR ASSESSMENT PURPOSES ONLY
 DO NOT RELY ON FOR ANY OTHER USE



CLACKAMAS COUNTY

TUALATIN
 2S 1 24 A

CHICAGO TITLE 472511490211-5D

| | |
|--|------------------------|
| Washington County, Oregon | 2012-062598 |
| D-DBS | |
| Sl#-3 T EAKIN | 07/31/2012 03:37:35 PM |
| \$30.00 \$11.00 \$5.00 \$15.00 | \$61.00 |
| 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 | |

After Recording Return to:
 Stark Ackerman
 Black Helderline LLP
 805 S.W. Broadway, Suite 1900
 Portland, OR 97205

Until A Change is requested, Send Tax Statements to:
 Tuala Northwest, LLC
 5638 Dogwood Drive
 Lake Oswego, OR 97035-8018

BARGAIN AND SALE DEED

NYBERG LIMITED PARTNERSHIP, an Oregon limited partnership, Grantor, conveys to TUALA NORTHWEST, LLC, Oregon limited liability company, Grantee, the following described real property in the County of Washington and State of Oregon:

SEE EXHIBIT "ONE" ATTACHED HERETO AND INCORPORATED HEREIN.

The true consideration for this conveyance is: OTHER VALUE GIVEN.

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.

DATED this 31 day of July, 2012.

GRANTOR:

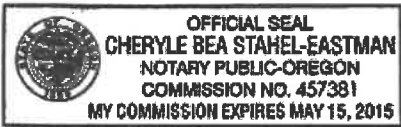
NYBERG LIMITED PARTNERSHIP, an Oregon limited partnership

By: NLP General Partners, LLC, an Oregon limited liability company, its General Partner

By: [Signature]
 Arne Nyberg, Manager

STATE OF OREGON/County of Washington

This instrument was acknowledged before me, a notary public in and for said County and State, this 30 day of July, 2012, by the within named Arne Nyberg, Manager of NLP General Partners, LLC, an Oregon limited liability company, General Partner of Nyberg Limited Partnership, an Oregon limited partnership.



[Signature]
 NOTARY PUBLIC FOR OREGON

EXHIBIT "ONE"

PARCEL I:

A portion of Parcel 1, PARTITION PLAT NO. 1993-123, Washington County Plat Records, situated in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at the most Westerly Southwest corner of Parcel 1, PARTITION PLAT NO. 1993-123, Washington County Plat Records; thence along the West line of said Parcel 1, North 05°27'00" East, 276.25 feet to the high water line of the Tualatin River; thence along said line the following courses: thence South 82°57' East, 70.2 feet; thence South 89°07' East, 119.0 feet; thence North 78°16' East, 48.0 feet; thence North 63°12' East, 102.0 feet; thence North 61°14' East, 113.5 feet; thence North 44°08' East, 73.6 feet; thence North 35°48' East, 211.3 feet; thence North 37°20' East, 115.4 feet; thence North 33°03' East, 136.7 feet; thence North 47°59' East, 114.3 feet; thence North 60°32' East, 123.3 feet; thence North 70°29' East, 70.1 feet; thence North 79°16' East, 74.0 feet to the Westerly right-of-way of Interstate 5; thence along said right-of-way line, South 15°41'45" West, 168.79 feet; thence South 12°25'33" West, 350.63 feet; thence South 15°41'45" West, 170.49 feet; thence South 21°

25°55" West, 234.98 feet; thence leaving said line, along the Southerly line of said Parcel 1, South 89°38'33" West, 438.74 feet to an angle point; thence continuing along said line, South 00°21'21" East, 86.61 feet to an angle point; thence continuing along said line, South 89°37'54" West, 411.48 feet to the point of beginning.

PARCEL II:

A parcel of land located in the North half of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as:

Beginning at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon, said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon; said point of beginning being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 320.97 feet and North 01°41'33" West a distance of 174.06 feet from the East quarter corner of the above described Section 24; thence North 89°46'15" East along the Northerly boundary of said Oregon State Highway Department Parcel III tract a distance of 98.02 feet; thence North 00°13'45" West a distance of 361.31 feet to the North line of the Howard Tract described in Book 498, Page 289; thence North 89°46'15" East a distance of 50.00 feet to the true point of beginning of the tract of land more particularly described as follows:

Thence North 00°13'45" West a distance of 285.27 feet; thence North 89°46'15" East a distance of 438.79 feet to a point on the Westerly right-of-way line of the Baldock Freeway (Interstate Highway No. 5); thence South 21°34'00" West along said Westerly right-of-way line a distance of 307.23 feet; thence South 89°46'15" West a distance of 324.71 feet to the true point of beginning.

ALSO:

FDOR0212.rdw

Order No.: 490211ZCE-CT50

The North 200 feet of the following described tract of land in the North half of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon.

Beginning at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon; said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon; said point of beginning being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 320.97 feet and North 01°41'33" West a distance of 174.06 feet from the East quarter corner of the above described Section 24; thence North 89°46'15" East along the Northerly boundary of said Oregon State Highway Department Parcel III tract a distance of 98.02 feet to the true point of beginning of the parcel of land herein described:

Thence North 00°13'45" West a distance of 561.31 feet; thence North 89°46'15" East a distance of 50.00 feet; thence South 00°13'45" East a distance of 561.31 feet; thence South 89°46'15" West a distance of 50.00 feet to the true point of beginning.

TOGETHER WITH an easement for road and utility purposes as set forth and more fully described in instrument Recorded May 10, 1973 in Book 822, Page 474, Washington County Deed Records.

PARCEL III:

A tract of land located in the North half of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being more particularly described as follows:

Beginning at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon, said point of beginning being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 320.97 feet and North 01°41'33" West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 105.60 feet to the Northwest corner thereof; thence South 44°46'15" West along the Westerly boundary of the last described Oregon State Highway Department Tract a distance of 110.69 feet to the North east corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel VII and recorded in Book 747, Page 354 and 355, Deed Records, Washington County, Oregon; thence South 82°07'50" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 343.77 feet to the Northwest corner thereof, said point being 50.00 feet from the centerline of S.W. Nyberg Street (County Road No. 1153) (when measured at right angles); thence South 89°46'15" West parallel to and 50.00 feet from the centerline of said S.W. Nyberg Street (County Road No. 1153) (when measured at right angles) a distance of 46.39 feet; thence North 00°13'45" West (perpendicular to S.W. Nyberg Street) a distance of 684.00 feet; thence North 89°46'15" East a distance of 669.00 feet; thence South 00°13'45" East (perpendicular to S.W. Nyberg Street) a distance of 560.00 feet to a point on the Northerly boundary of the aforescribed Oregon State Highway Department Tract designated as Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway

FDOR0212.rdw

Order No.: 490211ZCE-CT50

Department Tract a distance of 98.02 feet to the true point of beginning.

EXCEPTING THEREFROM that portion described by Deed recorded as Recorder's Fee No. 2005-057472, Washington County Deed Records.

PARCEL IV:

A tract of land in the Wm. Barr Donation Land Claim, in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Commencing at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated as Parcel 3 and recorded in Book 332, Page 28, Washington County Deed Records, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Washington County Deed Records, said point being North a distance of 20.00 feet and South 89°01'15" West, 2409.30 feet and South 89°46'15" West, 320.97 feet and North 01°41'33" West, 174.06 feet from a brass cap in concrete found at the East one-quarter corner of said Section 24, said point being the true point of beginning; thence North 89°46'15" East along the Northerly line of said Oregon State Highway Department Parcel 3 Tract a distance of 98.02 feet to an iron rod; thence North 00°13'45" West, 361.49 feet (361.31 feet previous Deed) to the North line of that certain tract of land conveyed to Zira Howard and Wayne Howard in Book 498, Page 269, Washington County Deed Records; thence South 89°46'15" West along the North line of said Howard Tract 98.02 feet, more or less, to the Northwest corner of said Howard Tract; thence Southerly along the West line of said Howard Tract to the true point of beginning.

PARCEL V:

A tract of land located in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon and being more particularly described as follows:

Beginning at a point that is South 89°46'15" West a distance of 46.39 feet from the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel 7 and recorded in Book 747, Pages 354 and 355, Deed Records, Washington County, Oregon, said point of beginning also being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 896.39 feet and North 00°13'45" West a distance of 50.00 feet from the East one-quarter corner of the above described Section 24; Thence South 89°46'15" West parallel to and 50.00 feet from (when measured at right angles) the centerline of SW Nyberg Street a distance of 178.32 feet; Thence North 00°13'45" West (perpendicular to SW Nyberg Street) a distance of 181.98 feet to a point on the Easterly extension of the Southerly boundary of a tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; Thence South 89°46'15" West along said Southerly boundary line (extended Easterly) a distance of 90.00 feet to the Southeast corner of the last described City of Tualatin Tract; Thence North 07°39'45" West along the Easterly boundary of the last described City of Tualatin Tract a distance of 206.00 feet to the Northeast corner thereof; Thence North 04°17'05" East along the Easterly boundary of a tract of land deeded to the Tualatin Fire Protection District and recorded in Book 751, Page 314 a distance of 298.66 feet; Thence North 89°46'15" East (parallel to SW Nyberg Street) a distance of 271.47 feet; Thence South 00°13'45" East (perpendicular to SW Nyberg Street)

FDOR0212.rdw

Order No.: 490211ZCE-CT50

a distance of 684.00 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public for public road purposes by Deed recorded as Recorder's Fee No. 85049352, Washington County Deed Records.

PARCEL VI:

Part of the Northwest one quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way line of SW 80th Street (County Road #628) said point being at the intersection of the Northerly right of way line of SW Nyberg Street (County Road #1153) and the Easterly right of way line of SW 80th Street (County Road #628), said point being described as North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 1345.93 feet and North 07°39'45" West a distance of 50.42 feet from the East one-quarter corner of the above described Section 24.

From said point of beginning:

Thence North 07°39'45" West along the Easterly right of way line of the said SW 80th Street (County Road #628) a distance of 183.52 feet to the Southwest corner of that certain tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; thence North 89°46'15" East along the Southerly boundary of the last described City of Tualatin Tract and the Easterly extension thereof a distance of 296.43 feet; thence South 00°13'45" East a distance of 181.98 feet to the Northerly right of way line of said SW Nyberg Street (County Road #1153); thence South 89°46'15" West a distance of 272.69 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 5 feet thereof conveyed to the City of Tualatin by instrument recorded in Book 921, Page 926, Washington County Records.

AND EXCEPTING THEREFROM the tract of land dedicated to the public for roadway purposes by Deed recorded December 13, 1985, Recorder's Fee No. 85049352, Washington County Deed Records.

PARCEL VII:

A tract of land in Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point at the Southeast corner of the Clayton Nyberg et ux tract as described in Book 378, Page 527, Washington County Deed Records, said point being 2760.0 feet West and 1350 feet North of the Southeast corner of the Wm. J. Barr Donation Land Claim; thence North along the East line of said Nyberg Tract 419 feet to the Northeast corner thereof; thence West along the North line of said Nyberg Tract 289.2 feet to the Southwest corner of the John Nyberg Tract as described in Book 122, Page 621, said Deed Records and the point of beginning of the tract to be described; thence North 0°10' East along the West line of said John Nyberg Tract 297.8 feet to the Northwest corner thereof, said point also being the Southeast corner of a tract deeded to Albert C. Duley as described in Book 124, Page 375, said Deed Records; thence North 6°08' East 40 feet to the Northeast corner of said Duley Tract; thence North 85°11' West along the North line of said Duley Tract to the

FDOR0212.rdw

Order No.: 490211ZCE-CT50

Northeast corner

er of the Leon W. Stone et ux Tract as described in Book 143, Page 493, said Deed Records; thence Southerly along the said Leon W. Stone Tract 160 feet to the Southeast corner thereof; said point also being the Northeast corner of the Paul A. Gilroy et ux Tract as described in Book 142, Page 178, said Deed Records; thence Southerly along the East line of the said Gilroy Tract and the East line of that tract also conveyed to Paul A. Gilroy et ux by Deed recorded in Book 132, Page 506, said Deed Records, 216 feet, more or less, to the Southeast corner thereof, and a point on the Westerly extension of the North line of the Clayton Nyberg Tract as described in Book 378, Page 527; thence East along said North line and its Westerly extension to the point of beginning.

EXCEPTING THEREFROM those portions lying within Parcels III and V described herein.

PARCEL VIII:

An exclusive, perpetual right-of-way and easement for road and utility purposes on, over, along, across and within the Northernmost 50 feet of the following described property:

A portion of that certain tract of land in the West half of the William J. Barr and Mary J. Barr Donation Land Claim in Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the County of Washington and State of Oregon, described in deed of record in Book 721, Page 130, Deed Records of Washington County, Oregon, wherein H. Frank Jones, et ux, are the grantors, and Clayton Nyberg, et ux, are the grantees; said portion hereby to be conveyed, described as follows:

Beginning at the Northwest corner of the said tract as described in Book 721, Page 130, Deed Records of Washington County, on the East line of County Road No. 628; thence East along the North line so conveyed 211.48 feet to a point; thence South 10°27' East along the line parallel to and 211.40 feet Easterly of the East line of County Road No. 628, 206 feet to a point; thence West parallel to the North line of said tract described in Deed of Records in Book 721, Page 130, 211.48 feet to the East line of County Road No. 628; thence North 10°27' West along the East line of County Road No. 628, 206 feet to the point of beginning.

FDOR0212.rdw

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

McBale Boundary Description

May 31, 2013

Page 1 OF 2

THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2004-135929, WASHINGTON COUNTY DEED RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID DEED DOCUMENT NO. 2004-135929, THENCE ALONG THE WESTERLY LINE OF SAID DEED DOCUMENT NORTH $00^{\circ}13'45''$ WEST, 361.43 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE NORTHERLY LINE OF SAID DEED DOCUMENT NORTH $89^{\circ}46'15''$ EAST, 374.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHBOUND LANE OF INTERSTATE HIGHWAY NO. 5, SAID POINT BEING 154.33 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO;

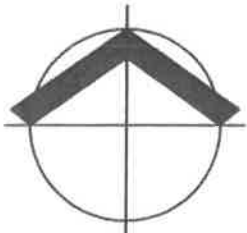
THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH $21^{\circ}33'44''$ WEST, 113.08 FEET;

THENCE SOUTH $31^{\circ}00'49''$ WEST, 299.93 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SW NYBERG ROAD (COUNTY ROAD NO. 2545)(VARIABLE WIDTH);

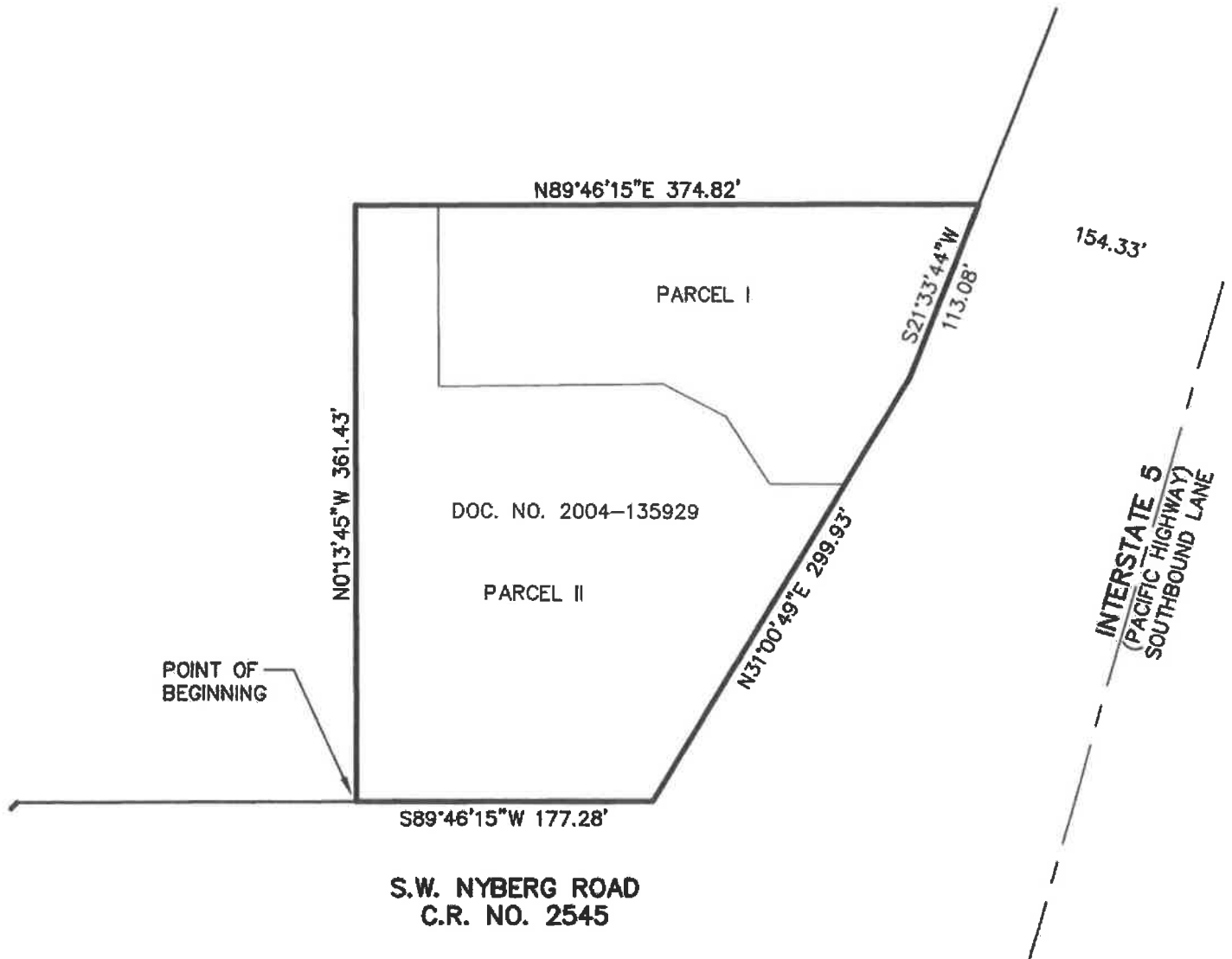
THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH $89^{\circ}46'15''$ WEST, 177.28 FEET TO THE POINT OF BEGINNING.

CONTAINS 102,557 SQUARE FEET OR 2.354 ACRES, MORE OR LESS.

THE ATTACHED EXHIBIT "B" ENTITLED "BOUNDARY EXHIBIT" IS MADE A PART HEREOF.



SCALE: 1" = 100'



PORTLAND
5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardno.com

EXHIBIT "B" BOUNDARY EXHIBIT

S 24, T 2 S., R 1 W., WILLAMETTE MERIDIAN
WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 5/29/2013
BY: EDL
SCALE: 1" = 100'
PAGE NO. 2 OF 2

Exhibit "A"

LEGAL DESCRIPTION
Nyberg II 21198310
Boundary Description
May 31, 2013
Page 1 OF 5

A TRACT OF LAND LOCATED IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1, PARTITION PLAT NO. 1993-123, WASHINGTON COUNTY SURVEY RECORDS, SAID POINT BEING 120.00 FEET WESTERLY OF THE CENTERLINE OF THE SOUTHBOUND LANE OF INTERSTATE HIGHWAY NO. 5, WHEN MEASURED PERPENDICULAR THERETO;

TENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 5 (VARIABLE WIDTH) SOUTH 15°49'17" WEST, 169.04 FEET TO A POINT BEING 120.00 FEET WESTERLY OF THE CENTERLINE OF THE SOUTHBOUND LANE OF INTERSTATE HIGHWAY NO. 5, WHEN MEASURED PERPENDICULAR THERETO;

TENCE SOUTH 12°33'01" WEST, 350.57 FEET TO A POINT BEING 100.00 FEET WESTERLY OF THE CENTERLINE OF THE SOUTHBOUND LANE OF INTERSTATE HIGHWAY NO. 5, WHEN MEASURED PERPENDICULAR THERETO;

TENCE PARALLEL WITH SAID CENTERLINE SOUTH 15°49'17" WEST, 170.29 FEET TO A POINT BEING 100.00 FEET WESTERLY OF THE CENTERLINE OF THE SOUTHBOUND LANE OF INTERSTATE HIGHWAY NO. 5, WHEN MEASURED PERPENDICULAR THERETO;

TENCE SOUTH 21°33'44" WEST, 542.28 FEET TO A POINT BEING 154.33 FEET WESTERLY OF THE CENTERLINE OF THE SOUTHBOUND LANE OF INTERSTATE HIGHWAY NO. 5, WHEN MEASURED PERPENDICULAR THERETO, SAID POINT ALSO BEING THE NORTHEAST CORNER OF DEED DOCUMENT NO. 2004-135929, WASHINGTON COUNTY DEED RECORDS;

TENCE ALONG THE NORTHERLY LINE OF SAID DEED DOCUMENT NO. 2004-135929 SOUTH 89°46'15" WEST, 374.82 FEET TO THE NORTHWEST CORNER THEREOF;

TENCE ALONG THE WESTERLY LINE OF SAID DEED DOCUMENT NO. 2004-135929 SOUTH 00°13'45" EAST, 361.43 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SW NYBERG ROAD (COUNTY ROAD NO. 2545)(VARIABLE WIDTH);

TENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 89°46'15" WEST, 203.68 FEET;

TENCE SOUTH 44°46'46" WEST, 110.68 FEET;

TENCE SOUTH 82°09'15" WEST, 343.77 FEET;

LEGAL DESCRIPTION
Nyberg II 21198310
Boundary Description
May 31, 2013
Page 2 OF 5

THENCE SOUTH 89°46'15" WEST, 497.24 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SW MARTINAZZI AVENUE, 15.00 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 07°41'07" WEST, 183.49 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 773, PAGE 872, WASHINGTON COUNTY DEED RECORDS , TO THE CITY OF TUALATIN (TUALATIN TRACT);

THENCE ALONG THE NORTHERLY LINE OF SAID TUALATIN TRACT NORTH 89°46'15" EAST, 206.44 FEET TO THE SOUTHEAST CORNER OF SAID TUALATIN TRACT;

THENCE ALONG THE EASTERLY LINE OF SAID TUALATIN TRACT NORTH 07°41'07" WEST, 206.02 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL I, IN BOOK 709, PAGE 82, SAID COUNTY RECORDS;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL I, AND THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO TUALATIN FIRE PROTECTION DISTRICT IN BOOK 751, PAGE 314, SAID DEED RECORDS, AND A PORTION OF THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 714, PAGE 436, SAID DEED RECORDS, NORTH 04°17'34" EAST, 376.00 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2004-022480, SAID DEED RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID DEED DOCUMENT NO. 2004-022480, SOUTH 85°42'26" EAST, 578.02 FEET TO THE WESTERLY LINE OF SAID PARCEL I, PARTITION PLAT NO. 1993-123;

THENCE ALONG SAID WESTERLY LINE NORTH 05°34'18" EAST, 244.44 FEET TO THE NORTHERLY LINE OF SAID PARCEL I;

THENCE ALONG SAID NORTHERLY LINE SOUTH 83°06'05" EAST, 70.20 FEET;

THENCE SOUTH 89°16'30" EAST, 118.95 FEET;

THENCE NORTH 78°06'38" EAST, 47.99 FEET;

THENCE NORTH 63°03'09" EAST, 102.02 FEET;

THENCE NORTH 61°05'09" EAST, 113.50 FEET;

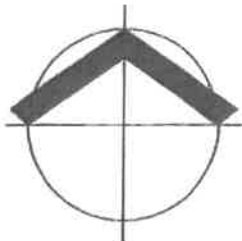
THENCE NORTH 43°58'54" EAST, 73.56 FEET;

LEGAL DESCRIPTION
Nyberg II 21198310
Boundary Description
May 31, 2013
Page 3 OF 5

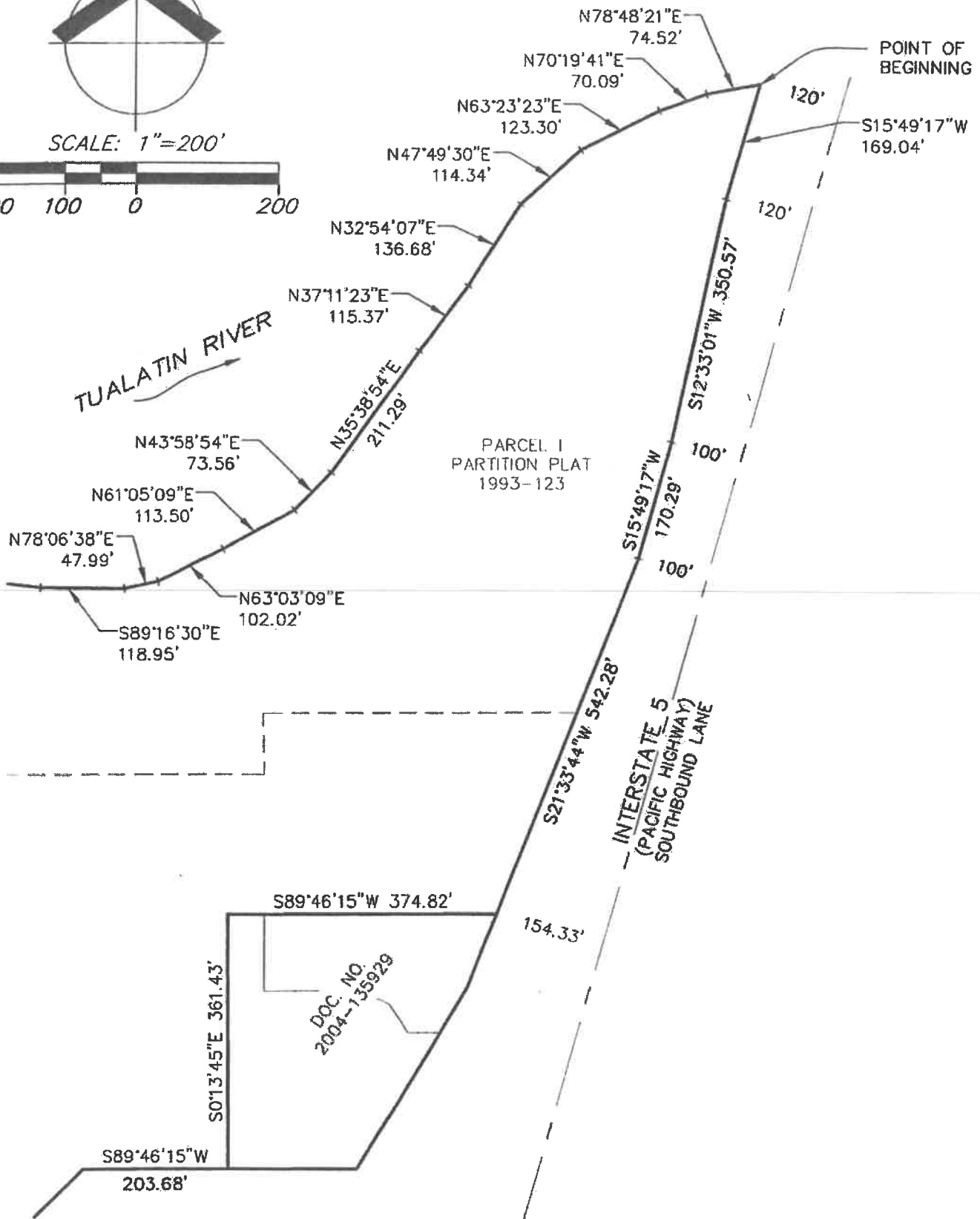
THENCE NORTH 35°38'54" EAST, 211.29 FEET;
THENCE NORTH 37°11'23" EAST, 115.37 FEET;
THENCE NORTH 32°54'07" EAST, 136.68 FEET;
THENCE NORTH 47°49'30" EAST, 114.34 FEET;
THENCE NORTH 63°23'23" EAST, 123.30 FEET;
THENCE NORTH 70°19'41" EAST, 70.09 FEET;
THENCE 78°48'21" EAST, 74.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,248,324 SQUARE FEET OR 28.658 ACRES, MORE OR LESS.

THE ATTACHED EXHIBIT "B" ENTITLED "BOUNDARY EXHIBIT" IS MADE A PART HEREOF.



SCALE: 1"=200'

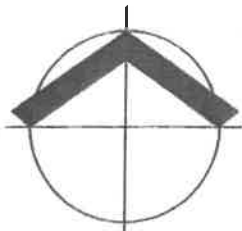


PORTLAND
 5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
 TEL: (503) 419-2500 FAX: (503) 419-2500
 www.cardno.com

EXHIBIT "B" BOUNDARY EXHIBIT

S 24, T 2 S., R 1 W., WILLAMETTE MERIDIAN
 WASHINGTON COUNTY, OREGON

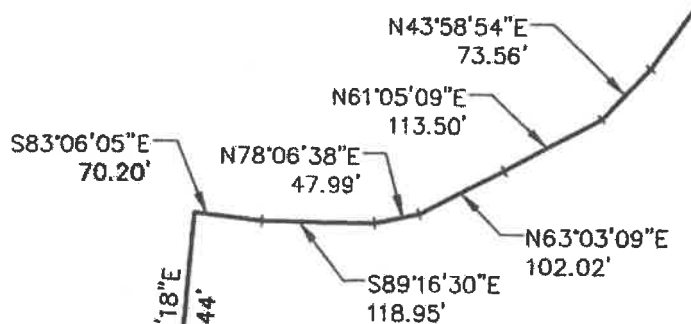
PROJECT NO. 21198310
 DATE: 5/29/2013
 BY: EDL
 SCALE: 1"=200'
 PAGE NO. 4 OF 5



SCALE: 1"=200'

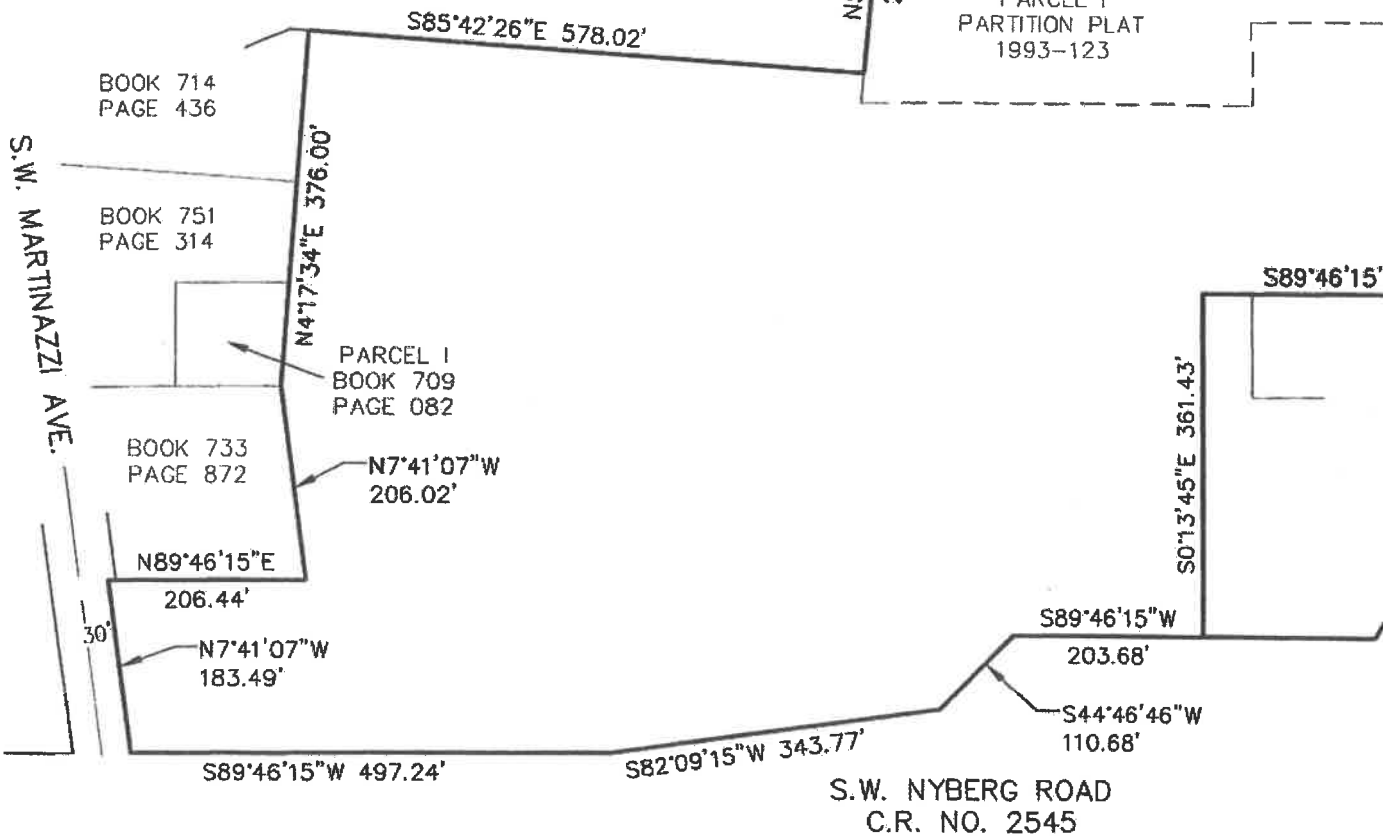


TUALATIN RIVER



DOC. NO.
2004-022480

PARCEL I
PARTITION PLAT
1993-123



PORTLAND
5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardno.com

EXHIBIT "B" BOUNDARY EXHIBIT

S 24, T 2 S., R 1 W., WILLAMETTE MERIDIAN
WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 5/29/2013
BY: EDL
SCALE: 1"=200'
PAGE NO. 5 OF 5

(Site Plan)

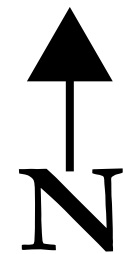


SITE PLAN
7555 SW Nyberg St.
Tualatin, OR 97062

Description of work:
 Install 1 Johnny Morgan Flag Sign, 1 BPS Formed Main ID cabinet, 1 Outdoor World Wall cabinet, 1 set of Cabella's Channel Letters, and 1 set Of Tracker Channel Letters and sign Cabinet on Tenants South Elevation, and 1 BPS Illuminated Sign Cabinet on Tenants East Elevation.

Sign Contractor:
 Meyer Sign Co. of Oregon
 15205 SW 74th Ave
 Tigard, OR 97224
 (503) 620-8200
 Contact: Tony McCormick

Business to receive sign:
Bass Pro Shops
7555 SW Nyberg St.
Tualatin, OR 97062



Scale: 1/16" =
 15'-0"

| | | | | | | |
|--|--|--|--|---|--|---|
| | sales@meyersignco.com www.meyersignco.com phone: 503 620-8200 fax: 503 620-7074 | PROJECT: <i>Bass Pro Shops</i> ACCT. MGR: _____ ADDRESS: <i>7555 SW Nyberg St.</i> SHOP MGR: _____ PHONE: <i>Tualatin, OR 97062</i> SCALE: _____ DESIGNER: <i>TLM</i> DATE: _____ | FILE INFO: _____ DRAWING: _____ SHEET _____ OF _____ | REVISIONS: DATE: _____ BY: _____ 1- 0 0 2- 0 0 3- 0 0 4- 0 0 5- 0 0 6- 0 0 | CUSTOMER APPROVAL: _____ INITIALS DATE LANDLORD APPROVAL: _____ INITIALS DATE | <p>This is an original unpublished drawing created for Meyer Sign Company's customer and the project planned for the specific needs of Meyer Sign Customers. These drawings are not to be shown outside your organization nor used, copied, reproduced, or exhibited in any way unless authorized in writing by an officer of Meyer Sign Company of Oregon.</p> <p>Attention: Colors shown on this artwork are for representational purposes only. An inkjet printer, printing on copier or computer monitor display cannot exactly duplicate the true color of the materials used in the actual sign making process.</p> |
|--|--|--|--|---|--|---|

(Cabela's-Bass Pro Shops Documentation for Neighborhood Developers Meeting)



15205 SW 74th Ave.
Tigard, OR 97224
(503) 620-8200
Fax (503) 620-7074
Email: sales@meyersignco.com

10/2/23

Meyer Sign Co. of Oregon

15205 SW 74th Ave.

Tigard, OR 97224

RE; Bass Pro Shops

Dear Property Owner:

You are cordially invited to attend a meeting on 10/24/23 at 6pm at The Tualatin Public Library. This meeting shall be held to discuss a proposed project located at 7555 SW Nyberg St. Tualatin, OR 97062, Located on Nyberg St. just East of Martinazzi Ave. The Proposal is to remove all Cabela's and Cabela's related building signage and install.

- (1) Johnny Morris Flag Sign at 46.7 sq ft. (South Elevation)
- (2) BPS Formed Main ID Cabinet at 156.8 sq ft. (South Elevation)
- (3) Outdoor World Wall Cabinet at 198.4 sq ft. (South Elevation)
- (4) Cabellas Channel Letters at 69.77 (South Elevation)
- (5) Tracker Letters and Sign Cabinet at 113.9 sq ft. (South Elevation)
- (6) BPS Illum. Sign Cabinet at 266.6 sq ft (West Elevation)
- (7) Pylon Sign Reface
- (8) Pylon Sign Reface

This is an informational meeting to share the development 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.

Regards,

Frank Moore/Tony McCormick

Meyer Sign Co of Oregon

1-503-620-8200-frank@meyersignco.com

cc: planning@tualatin.gov: Tualatin Community Development Department

6983 SW Montauk Cir LLC
13020 SW 107th Ct.
Tigard, OR 97223

8101 SW Nyberg LLC
819 SE Morrison St. #110
Portland, OR 97214

AMCO Tualatin LLC
810 SE Belmont St. #100
Portland, OR 97214

American Goldenwest LLC
P.O. Box 431
Yorba Linda, CA 92885

Andueza Ana 1
2231 NE Halsey St.
Portland, OR 97232

AREC 30 LLC
P.O. Box 29046
Phoenix, AZ 85038

ARI Properties LLC
17960 SW Jeremy St.
Beaverton, OR 97007

Arnold Vicki Lynn
7155 SW Childs Rd.
Lake Oswego, OR 97035

Asylos Durham LLC
5565 NW Roanoke Ln.
Portland, OR 97229

Banner Bank
P.O. Box 907
Walla Walla, WA 99362

Bay Club Oregon LLC
7090 Johnson Dr.
Pleasanton, CA 94588

Bell Robert P & Bell Suzanne
22605 Pinehurst Dr.
Sherwood, OR 97140

Beshears Karen M. REV LIV Trust &
Beshears Charles D III REV LIV Trust
18010 Meadowlark Lane
Lake Oswego, OR 97034

Blaser Loretta B REV LIV Trust
9309 SW 18th Place
Portland, OR 97219

Boones Building LLC
18150 SW Boones Ferry Rd.
Portland, OR 97224

Braden 1996 Family LP
P.O. Box 1022
Hughson, CA 95326

Brashear Gary T. &
Lilian E. REV LIV Trust
P.O. Box 1816
Tualatin, OR 97062

Century Hotel LLC
4601 NE 78th St. Suite #130
Vancouver, WA 98665

CH Retail Fund I/Tualatin
Martinazzi Square LLC
3819 Maple Ave.
Dallas, TX 75219

Chen Renbo
16869 65th Ave. Suite #360
Lake Oswego, OR 97035

Childs Barbara C.
P.O. Box 90
Oceanside, OR 97134

Cooke Emily Elizabeth
6928 SW Montauk Circle
Tualatin, OR 97062

Davison James REV LIV Trust
8155 SW Seneca St.
Tualatin, OR 97062

Diaz Scott R. & TSAI Jenny J.
2646 NW Overton St.
Portland, OR 97210

Dieringer's Properties Inc.
10505 SE 44th Ave.
Milwaukie, OR 97222

DRM 7445 Nyberg Road LLC
10860 SW Beaverton Hillsdale Hwy.
Beaverton, OR 97005

Duda Irene E.
6931 Montauk Circle
Lake Oswego, OR 97035

City of Durham
17160 SW Upper Boones Ferry Rd.
Durham, OR 97224

Ellis David & Ward Cecilia
6956 SW Childs Rd.
Lake Oswego, OR 97035

Forest Rim Tualatin LLC
777 S. California Ave. #100
Palo Alto, CA 94304

Grant Eugene L. & Grant Janet K.
11501 SE Aquila St.
Happy Valley, OR 97086

GUIDDOG LLC
P.O. Box 1967
Lake Oswego, OR 97035

Haberman Properties, Inc.
P.O. Box 636
Tualatin, OR 97062

Harris Denise
P.O. Box 12564
Portland, OR 97212

Harvey Robert Edward
Restated REV LIV Trust
7170 SW Childs Rd.
Lake Oswego, OR 97035

Hiller Philip J. & Hiller Tracee R.
8135 SW Seneca St.
Tualatin, OR 97062

Ho Son & Tran Ha
19905 SW 58th Ter.
Tualatin, OR 97062

Hollman Properties LLC
3161 SW Riverfront Ter.
Wilsonville, OR 97070

Hunter Jeffrey C.
Separate Property TR
P.O. Box 323
Scio, OR 97374

HZ Tualatin View LLC
37 Graham St. Suite #200
San Francisco, CA 94129

I & A Corp
5049 SE 28th Ave.
Portland, OR 97202

International Church of the
Foursquare Gospel
P.O. Box 1027
Tualatin, OR 97062

Jack in the Box
P.O. Box 4900
Scottsdale, AZ 85261

Janosko Adam & Ingram Emma
7210 SW Childs Rd.
Lake Oswego, OR 97035

Jones Joel & Corp Jessica L.
7050 Childs Rd.
Lake Oswego, OR 97035

Jorek Kristen
7206 SW Montauk Cir.
Lake Oswego, OR 97035

Kertland Joanne
6927 SW Montauk Cir.
Lake Oswego, OR 97035

Manning Linda L.
6880 SW Montauk Cir.
Lake Oswego, OR 97035

Martinazzi LLC
18801 SW Martinazzi Ave.
Tualatin, OR 97062

Mayan Salim & Ahmed Azma
7140 SW Childs Rd.
Lake Oswego, OR 97035

McCaghren Karin A.
6886 SW Montauk Cir.
Lake Oswego, OR 97035

McCracken Scott Colin
6884 SW Montauk Cir.
Lake Oswego, OR 97035

Merlo-Flores Valeria
6926 SW Montauk Cir.
Lake Oswego, OR 97035

Mews at the Commons HOA
4934 SE Woodstock Blvd.
Portland, OR 97206

Minor Marylue & Minor J.
Warden & Rust Elissa Minor
5185 Rosewood St.
Lake Oswego, OR 97035

Mohr John H. & Deering-Mohr Lori
6950 SW Childs Rd.
Lake Oswego, OR 97035

Montauk Circle SW4 LLC
101 S. Main Suite #301
Sioux Falls, SD 57104

Montauk LLC
1795 Palisades Terrace Dr.
Lake Oswego, OR 97034

Morton Rachel
7200 SW Montauk Cir.
Lake Oswego, OR 97035

Nazlee Templin LLC
100 Freedom Lane Unit #418
Aliso Viejo, CA 92656

NW Rockledge Properties LLC
85 NW Rockledger Dr.
Livingston, NJ 07039

Nyberg LP
1211 Puerta Del Sol Suite #240
San Clemente, CA 92673

Nyberg Creek Foundation LLC
7080 SW Fir Loop
Tigard, OR 97223

Olson Gregory & Olson Cynthia
4306 SW Galebum St.
Portland, OR 97219

Oswego Properties LLC
3545 NW Soda Springs Rd.
Gales Creek, OR 97117

Pacific Realty Associates
15350 SW Sequoia Pkwy. #300
Portland, OR 97224

Palecek John S. & Carol W.
Family Trust
481 Benicia Dr.
Santa Rosa, CA 95409

Polinsky Christopher
7190 SW Childs Rd.
Lake Oswego, OR 97035

Providence Health & Services-OR
1801 Lind Ave. SW
Renton, WA 98057

Quest Trust VI
200 SW Market St. Suite #1860
Portland, OR 97201

Rattan Pushpinder &
Cheng Priscilla
3120 NW Blue Sky Lane
Portland, OR 97229

Reclusado Steve & Reclusado
Andrea & Reclusado Ian
6930 Montauk Cir.
Lake Oswego, OR 97035

Robb Marguerite A REV Trust
P.O. Box 31
Tualatin, OR 97062

SD @ Piper's Run LLC
3750 St. Andrews Dr.
Santa Rosa, CA 95403

See Properties
8900 SW Becker Dr.
Portland, OR 97223

Seneca Plaza LLC
18840 SW Boones Ferry Rd. #216
Tualatin, OR 97062

Shankland Gloria
7202 Montauk Cir.
Lake Oswego, OR 97035

Smith Steven & Sarah Smith
REV LIV Trust
3470 Crescent Dr.
West Linn, OR 97068

Smith Frank & Smith Cristina Soto
6882 SW Montauk Cir.
Tualatin, OR 97062

Smith Michael Wayne & Smith
Marie Prestwich
8145 SW Seneca St.
Tualatin, OR 97062

The Steckley Family Trust
12042 SE Sunnyside Rd. #227
Clackamas, OR 97015

Summit Properties, Inc.
4380 S. Macadam Ave. #330
Portland, OR 97239

Sussman Marc REV LIV Trust &
Johnson Judy REV LIV Trust
5908 SW Knights Bridge Rd.
Portland, OR 97219

SWL Investments LLC
20588 SW Lebeau Rd.
Sherwood, OR 97140

Thomas Thomas M.
19000 NW Evergreen Pkwy. #265
Hillsboro, OR 97124

Thorpe Thomas & Thorpe Kristine
7201 Montauk Cir.
Lake Oswego, OR 97035

Trail Blazers Inc.
One Center Court Suite #200
Portland, OR 97227

Tuala Northwest LLC
5638 Dogwood Dr.
Lake Oswego, OR 97035

City of Tualatin
18880 SW Martinazzi Ave.
Tualatin, OR 97062

Tualatin Office Bldg. 1 LLC
P.O. Box 2985
Tualatin, OR 97062

Tualatin Garden Property
5638 SW Dogwood Lane
Lake Oswego, OR 97035

US Bank
1310 Madrid St. Suite #100
Marshall, MN 56258

Usher Brent & Usher Wendy
814 SE Lexington St.
Portland, OR 97202

Vause Hayley
6924 SW Montauk Cir.
Lake Oswego, OR 97035

Veenker Family Trust
3161 SW Riverfront Terrace
Wilsonville, OR 97070

Verboort Laurie
6045 SW Glenbrook Rd.
Beaverton, OR 97007

Wells Fargo Bank
P.O. Box 2609
Carlsbad, CA 92018

Woe Properties LP
P.O. Box 2009
Bellevue, WA 98009

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

*Meyer Sign Co. of Oregon, Inc.
15205 SW 74th Ave.
Tigard, OR 97224*

CO TUALATIN LIBRARY KIOSK
18878 SW MARTINAZZI AVE
TUALATIN, OR 97062
503-691-3074

CO TUALATIN LIBRARY KIOSK

Date: 10/02/2023 12:09:31 PM

CREDIT CARD SALE

VISA

CARD NUMBER: *****1802 K

TOTAL AMOUNT: \$50.00

APPROVAL CD: 07941G

RECORD #: 000

CLERK ID: nbeall

SALES TAX: \$0.00

Thank you!

Customer Copy



**Tualatin Public Library
Facility Use Permit**

Tualatin Public Library
18878 SW Martinazzi Ave.
Tualatin, OR 97062-7092
Phone: 503.691.3074 library information
503.691.3079 reservations

| |
|------------|
| |
| Event Date |

Today's Date: 9/29/23
 Organization/Individual requesting use: MEYER SIGNS Co. of OREGON
 Contact Person: Tony McCormick
 Street Address: 15205 S.W. 74th AVE.
 City: TIGARD State: OR Zip Code: 97224
 Day Phone(s): 971-241-4325 Cell Phone: 360-213-6009 Evening Phone:
 Email address: PERMITS@MEYERSIGNSCO.COM Classification: 4
 Purpose of Event: NEIGHBORHOOD/DEVELOPER MEETING Size of Group: 1-20?
 Hours of Event: from: 6 am(pm) to: 7 am(pm)
 Number of cars anticipated: 2-10 Use of projector / projector screen? Y / (N)

Note: If group exceeds size stated, the function may be terminated.

Fees: The rates shown below are hourly rates. Reservations must be made for a **minimum of one hour.**

| Facility | Max. Capacity | Classes 1 & 2 | Class 3 | Class 4 Res/ Non-Res | # of Hours | Fee |
|------------------------|---------------|---------------|---------|-------------------------|----------------|-------------|
| Library Community Room | 147 | No fee | \$15 | \$25 /\$50 | x <u>1</u> hrs | <u>\$25</u> |

Total Building Rental Fee: \$ 25

I have read the Policies and Procedures brochure on rental of the Tualatin Library Community Room. I agree to abide by the Policies and Procedures as well as the ordinances of the City of Tualatin and I accept responsibility for any violations as they may pertain to the above permits.

Tony McCormick
 Signature of group representative or individual

| | |
|--|-----------------|
| For Office Use Only | |
| Fees Paid: \$ _____ | Receipt # _____ |
| Last 4 digits of credit card number: _____ | |
| Refund Amount: \$ _____ | Date: _____ |
| Copy to Library _____ | Calendar _____ |

Extensions of ongoing reservations may be made one (1) time per month, but no sooner than two (2) months prior to the expiration of the current reservation.

The City reserves the right to cancel any facility use reservation at any time.

Policies for Use of the Community Room

The primary purpose of the facility is to provide space for Library-sponsored programs and events and other official City of Tualatin activities. When not otherwise scheduled, the room will be available on equal terms, regardless of the beliefs or affiliations of individuals or groups requesting use, so long as the individuals or groups abide by the rules governing use of the room.

Use of the Community Room does not constitute or imply the Tualatin Public Library's or City of Tualatin's endorsement or approval of a user's event or activities.

All meetings and programs held by Class 3 and Class 4 groups **must be free and open to the general public.**

Soliciting for, or conducting business is not allowed. No admission fees may be charged or solicited. No donations of money or other property may be solicited. No promotions or sales of services, products, merchandise, materials, or other items are allowed. Exceptions are made for Library partner organizations.

Nothing in this policy shall be construed to prohibit any act protected under the circumstances by the federal or state constitution.

All activities occurring within the Library Community Room must comply with these rules and with the Library Rules. The Library Director shall have final authority regarding use of the Community Room. The Library reserves the right to refuse or revoke a reservation if the program or gathering is disruptive to the Library's normal course of business, is in violation of the adopted Library Rules, or is in violation of this room use policy. Any group asked to leave during an event because of violations of the rules forfeits the rental fee.

The following multimedia equipment is available for public use: ceiling-mounted projector and projector screen.

The Community Room has 19 tables and 75 chairs, maximum capacity is 147. Chair and table set-up and take-down is the responsibility of the renters. Posters, decorations, or other wall hangings may only be attached to the tack boards.

Cleaning/Security Deposit

A cleaning/security deposit is not required. Clean-up includes wiping table surfaces, removing debris from floors, and placing garbage in appropriate containers. The Service Counter may be used and must be cleaned by the renter.

Any group or individual renting the Library Community Room and found to have caused damage, neglected to leave the room in a clean condition, or violated any Library rule, will be assessed the direct costs to replace, repair, and/or clean damaged or dirty equipment and/or facilities and may be denied a future facility reservation, up to one year.

The Library Director may require comprehensive general liability insurance covering personal injury and property damage, naming the City of Tualatin, its officers, agents, and employees as additional insureds, when it is determined to be warranted, given the nature of the activity, size of the group, and/or the City's previous experience with a particular group.

Food and Drink / Beverage

Refreshments must be prepared in advance. The room is not designed for cooking or preparation of food.

No alcohol use allowed, unless event is City-sponsored or co-sponsored.

Cancellations

A full refund will be given when the Library Director has cancelled a reservation and a reschedule date cannot be accommodated. When a reserving group cancels or reschedules a reservation fourteen (14) days or more before a rental date, the full rental fee will be refunded, less a handling fee. The handling fee for cancellations is \$10.

When a reserving group cancels or reschedules a reservation less than fourteen (14) days before a rental date, no refund of the rental fee is given, unless the facility is re-rented. If the facility is re-rented, the full rental fee, less a \$10 handling fee, will be refunded.



Tualatin Public Library
18878 SW Martinazzi Avenue
Tualatin, OR 97062-7092
503.691.3079 Reservations
503.691.3074 Library Information
www.tualatinoregon.gov/library

Policies and Procedures for Reserving the Tualatin Public Library Community Room

Persons with disabilities may request these materials in alternative formats. Please contact Nancy Beall at 503.691.3079 with your request and allow as much lead-time as possible.

Welcome to the Tualatin Public Library. In keeping with its mission, the Tualatin Public Library Community Room is available for public use. If you have further questions or need additional information, please give us a call.

Making a Reservation

- All reservations require that a City of Tualatin Facility Use Permit application be completed.
- Fees are payable at the time of application.
- Applicants must be 21 years of age or older, meetings must be open to the public, and not for conducting business.
- Applications must be submitted at least seven (7) days prior to the desired reservation date.

Rental Periods

The Tualatin Public Library Community Room is available for general public use during staffed Library hours and is not available for rental on holidays or when the Library is closed. See usage policies. The minimum reservation period is 1 hour. *Please include all hours you intend to use the facility, including decorating or set-up times and time for clean-up.*

Monday through Thursday: 9:00 am to 8:00 pm
Friday through Sunday: 9:00 am to 6:00 pm

For the purpose of scheduling reservations and determining fees, groups will be classified as shown below.

- Class 1:** Activities sponsored by the Tualatin Public Library and/or City of Tualatin
May reserve the Library Community Room up to one (1) year in advance.
- Class 2:** Activities co-sponsored by the Tualatin Public Library and/or City of Tualatin
May reserve the Library Community Room up to one (1) year in advance.
- Class 3:** Non-profit organizations may reserve the Library Community Room up to three (3) months in advance for ongoing or one-time activities. \$15 per hour
- Class 4:** All other organizations, including religious and political groups, are categorized by resident / nonresident for the purpose of determining rental fees. May reserve the Library Community Room up to three (3) months in advance for ongoing or one-time activities. Tualatin Residents: \$25 per hour Non-Residents: \$50 per hour

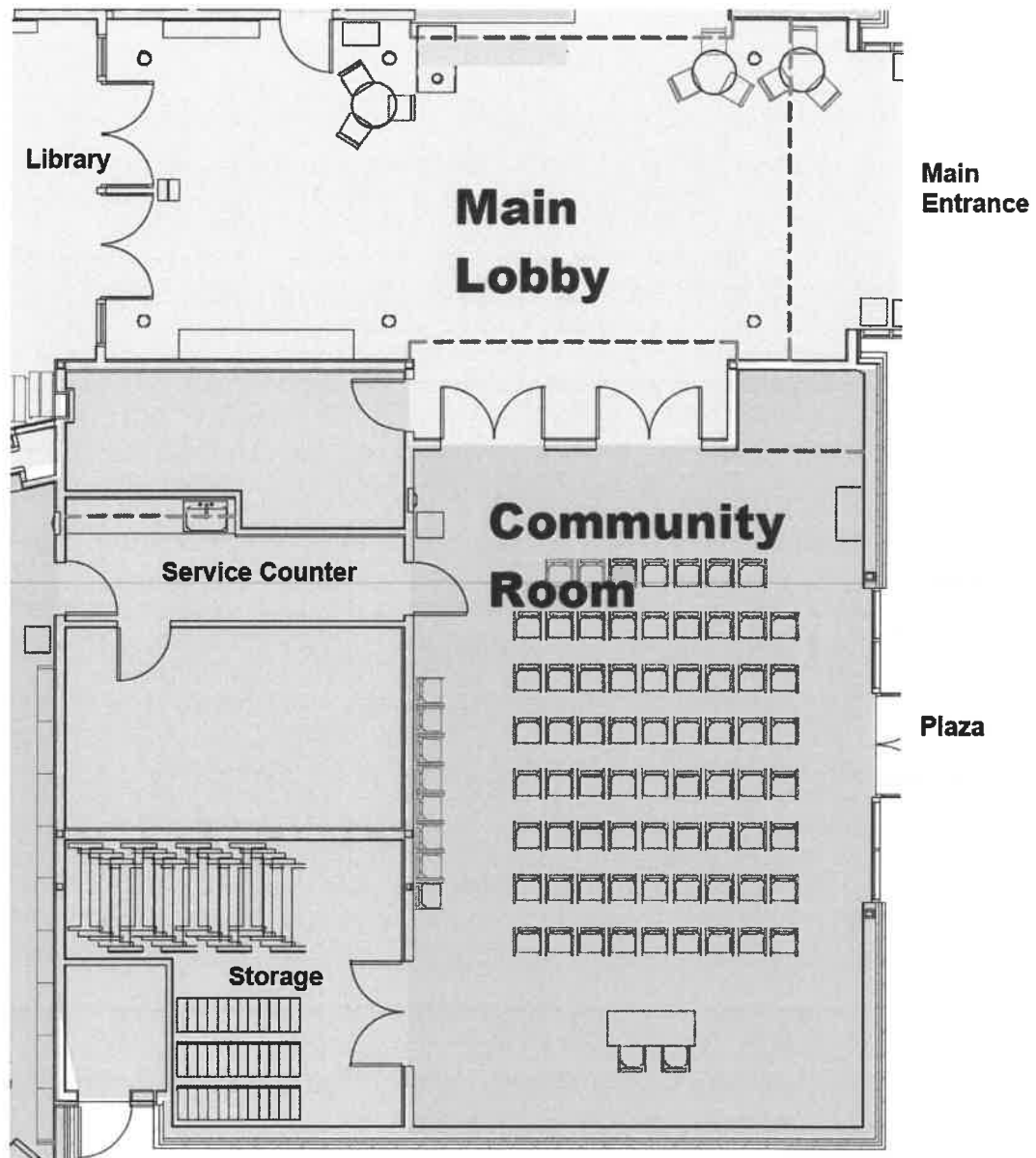
A resident is defined as:

- A person who resides within the city limits of Tualatin.
- A person who works within the city limits of Tualatin.
- An organization of which 50% or more of the members reside within the city limits.
- An employee of the City of Tualatin.

Final determination of a group's classification will be made by the Library Director.

This policy is approved by Tualatin Library Advisory Committee, December 2022.

Community Room Floor Plan



CERTIFICATION OF SIGN POSTING

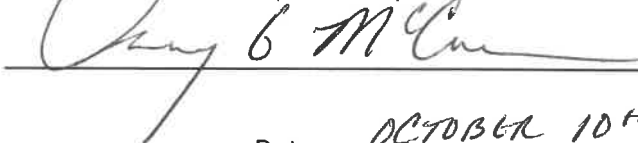


In addition to the requirements of TDC 32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. A template of this sign is available at:

<https://www.tualatinoregon.gov/planning/neighborhooddeveloper-meeting-information-packet>

As the applicant for the BASS PRO SHOPS project, I hereby certify that on this day, 8 sign(s) was/were posted on the subject property in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Tony McColmick
(Please Print)

Applicant's Signature: 

Date: OCTOBER 10th 2023

AFFIDAVIT OF MAILING NOTICE

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, FRANK MOORE being first duly sworn, depose and say:

That on the 2 day of OCTOBER, 20 23, I will serve 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.

[Handwritten Signature]
Signature

SUBSCRIBED AND SWORN to before me this 2 day of October, 20 23.

[Handwritten Signature]
Notary Public for Oregon
My commission expires: May 25, 2027

RE: BASS PRO SHOPS



Cabela's-Bass Pro Shops CIO Statement Completeness Response

September 10, 2024

Madeleine Nelson, Assistant Planner

City of Tualatin

Planning Division

10699 SW Herman Rd.

Tualatin, OR 97062

RE: SVAR24-0001 Site: Cabela's/Bass Pro Shops, 7555 Nyberg Street (Sign Variance)

Dear Madeleine,

This letter is being submitted in response to your letter dated September 5, 2024 requesting additional information in regards to Completeness Items for SVAR24-0001 Cabela's/Bass Pro Shops Sign Variance Submittal. This letter is being submitted by the Applicant to supplement the Citizen Involvement Organization Statement provided to date.

The one item in your letter is addressed as follows:

2. Section 32.140(1)(h) Citizen Involvement Organization (CIO) Statement.

Response:

No separate contact was made with the East Tualatin CIO in advance of the meeting. Mailed notice of the Neighborhood/Developers meeting held by the Sign Contractor was sent to all recipients listed on the mailing list provided by the City of Tualatin Planning Department for a fee in satisfaction of the other notable requirements in TDC Section 32.120 Neighborhood/Developer Meetings.

Please feel free to contact me if you have any other questions.

Sincerely,



Tony McCormick

Permit Technician