



## Land Use Application

Project Information		
Project Title: Lam TUX		
Brief Description:		
Proposed new buildings: office ("T" - 164,000 SF), utilities ("U" - 56,000 SF), lab ("X" - 205,000 SF); approximately 500 new parking spaces and associated access and circulation; associated landscaping.		
Estimated Construction Value: > \$500,000		
Property Information		
Address: 11155-11361 SW Leveton Drive		
Assessor's Map Number and Tax ID(s): 28122AA00500, 28128B00800, 28122AB00100, 28122BA00100		
Applicant's Primary Contact		
Name: Suzannah Stanley	Company Name: Mackenzie	
Address: 1515 SE Water Ave, Suite 100		
City: Portland	State: OR	ZIP: 97214
Phone: 971-346-3808	Email: sstanley@mcknze.com	
Property Owner		
Name: Lam Research Corporation (Ajay Changaran, Sr. Director of Real Estate & Construction)		
Address: 11155 SW Leveton Drive		
City: Tualatin	State: OR	ZIP: 97062
Phone:	Email:	
Property Owner's Signature: (Note: Letter of authorization is required if not signed by owner)	DocuSigned by:  <small>B3853C4AF91E4C2...</small>	Date: 7/4/2024
AS THE PERSON RESPONSIBLE FOR THIS APPLICATION, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION AND STATE THAT THE INFORMATION IN AND INCLUDED WITH THIS APPLICATION IN ITS ENTIRETY IS CORRECT. I AGREE TO COMPLY WITH ALL APPLICABLE CITY AND COUNTY ORDINANCES AND STATE LAWS REGARDING BUILDING CONSTRUCTION AND LAND USE.		
Primary Contact's Applicant's Signature:		Date: 7/8/24

**Land Use Application Type:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Annexation (ANN)                          | <input type="checkbox"/> Historic Landmark (HIST)     | <input type="checkbox"/> Minor Architectural Review (MAR) |
| <input checked="" type="checkbox"/> Architectural Review (AR)      | <input type="checkbox"/> Industrial Master Plan (IMP) | <input type="checkbox"/> Minor Variance (MVAR)            |
| <input type="checkbox"/> Architectural Review—Single Family (ARSF) | <input type="checkbox"/> Plan Map Amendment (PMA)     | <input type="checkbox"/> Sign Variance (SVAR)             |
| <input type="checkbox"/> Architectural Review—ADU (ARADU)          | <input type="checkbox"/> Plan Text Amendment (PTA)    | <input type="checkbox"/> Variance (VAR)                   |
| <input type="checkbox"/> Conditional Use (CUP)                     | <input type="checkbox"/> Tree Removal/Review (TCP)    | <input type="checkbox"/> Other _____                      |

Office Use		
Case No:	Date Received:	Received by:
Fee:	Receipt No:	

# SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number

1. **Jurisdiction:** \_\_\_\_\_

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

Tax lot ID(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**OR Site Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_  
 Nearest cross street: \_\_\_\_\_

3. **Owner Information**

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone/fax: \_\_\_\_\_  
 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: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone/fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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:** \_\_\_\_\_

**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 \_\_\_\_\_

Print/type title \_\_\_\_\_

Signature [ONLINE SUBMITTAL](#) \_\_\_\_\_

Date \_\_\_\_\_

## 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 Jessica Chaplen

Date \_\_\_\_\_

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: Jacobs Engineering  
Address: 2020 SW 4th Ave, 3rd Floor, Portland, OR 97201  
Phone: 509-842-7429  
Email: Benjamin.Sommer@jacobs.com  
Site Address: 11361 SW Leveton Drive  
City: Tualatin  
Map & Tax Lot #: 2S122BA00100 | 2S122AB00100  
2S122AA00800 | 2S122AA00500  
Business Name: Lam Research Corporation  
Land Use/Building Jurisdiction: Tualatin  
Land Use/ Building Permit # AR 24-0002, IMP 24-0001,  
PLA 24-0002

Choose from: Beaverton, Tigard, Newberg, **Tualatin**, North Plains, West Linn, Wilsonville, Sherwood, Rivergrove, Durham, King City, Washington County, Clackamas County, Multnomah County, Yamhill County

**Project Description**

The Lam Research Corporation is expanding its Lam Campus on the north side of SW Leveton Drive in Tualatin, Oregon. The project involves constructing three new buildings: a Lab, a CUB and yard, an Office, and a bulk gas plant.

**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 # 2024-0138  
Permit Type: SPP - Tualatin  
Submittal Date: 9/13/2024  
Assigned To: McGladrey  
Due Date: 9/16/2024  
Fees Due: \$122,900 MERRC Fees  
Fees Paid: \$0

**Approval/Inspection Conditions**

(For Fire Marshal's Office Use Only)

**This section is for application approval only**

McGladrey 9/16/2024  
Fire Marshal or Designee Date

Conditions:

A TVF&R final inspection is required for this project.

MERRC fees are due prior to building permit issuance.

See Attached Conditions:  Yes  No

Site Inspection Required:  Yes  No

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

Inspection Comments:

Final TVFR Approval Signature & Emp ID \_\_\_\_\_ Date \_\_\_\_\_

**TUALATIN VALLEY FIRE & RESCUE  
MOBILE EMERGENCY RESPONDER RADIO COVERAGE (MERRC) APPLICATION**

*This application is to be used when requesting approval for participation in the TVF&R MERRC program in lieu of providing an in-building OFC 510 emergency responder radio coverage system*

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

**South Operating Center**  
8445 SW Elligsen Road  
Wilsonville, OR 97070  
Phone: 503-259-1500

**Building Information**

*(Separate Application Required for Each Building)*

Business/ Building Name: Lam Research Building X

Proposed Use of Building: Development & Production

Address: 11361 SW Leveton Dr

City/County: Tualatin, Clackamas

Building Permit # AR-24-0002, IMP 24-0001,  
PLA 24-0002

**Applicant Contact Information**

Contact Person: William Bezio

Phone: 971-346-3764

Email: wbezio@mcknze.com

**MERRC FEE:**

**Approved Fee Schedule** (as of 11/2015)

First 0 - 50,000 sq.ft. = \$0.50 per sq.ft.

Additional sq.ft. from 50,001 - 100,001 = \$0.30 per sq.ft.

For each sq.ft. over 100,000 = \$0.10 per sq.ft.

**Example fee for 300,000 sf building:**

First 50,000 sq.ft. x \$0.50 = \$25,000 +

50,001 to 100,001 sq.ft. x \$0.30 = \$15,000 +

100,002 to 300,000 sq.ft. x \$ 0.10 = \$19,999

TOTAL = \$59,999

Total Square Footage: 200,000 SF

50,000 SF x \$0.50 = 25,000\$

50,000 SF x \$0.30 = 15,000\$

100,000 SF x \$0.10 = 10,000\$

TOTAL MERRC FEE: \$ 50,000\$

As an authorized representative for the above referenced building, I hereby request the building be permanently approved under the TVF&R Mobile Emergency Responder Radio Coverage program as having an approved method of compliance with Oregon Fire Code Section 510 and TVF&R Resolution 2015-09. If the application is accepted, I understand that full payment of the calculated MERRC fee is required prior to completing the approval process. For construction projects under a building permit, payment must be received prior to plan review completion, unless otherwise approved by the Fire Marshal.

Paul Roessler, Facilities Construction Manager Paul Roessler

9/13/2024

Name & Title of Authorized Representative

Signature

Date

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

**This section is for APPLICATION APPROVAL ONLY.**

Application Approved by Fire Marshal: YES or NO

Reviewer Name: Alex McGladrey

Reviewer Signature: [Signature]

Date: 9/13/2024

Comments:

**This section is for FINAL APPROVAL ONLY.**

Payment Total: \_\_\_\_\_

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

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

Comments:

*Provide a signed, approved final copy to applicant.*

**TUALATIN VALLEY FIRE & RESCUE  
MOBILE EMERGENCY RESPONDER RADIO COVERAGE (MERRC) APPLICATION**

*This application is to be used when requesting approval for participation in the TVF&R MERRC program in lieu of providing an in-building OFC 510 emergency responder radio coverage system*

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

**South Operating Center**  
8445 SW Elligsen Road  
Wilsonville, OR 97070  
Phone: 503-259-1500

**Building Information**

*(Separate Application Required for Each Building)*

Business/ Building Name: Lam Research Building U

Proposed Use of Building: Utilities

Address: 11361 SW Leveton Dr

City/County: Tualatin, Clackamas

Building Permit # AR-24-0002, IMP 24-0001, PLA 24-0002

**Applicant Contact Information**

Contact Person: William Bezio

Phone: 971-346-3764

Email: wbezio@mcknze.com

**MERRC FEE:**

**Approved Fee Schedule** (as of 11/2015)

First 0 - 50,000 sq.ft. = \$0.50 per sq.ft.  
Additional sq.ft. from 50,001 - 100,001 = \$0.30 per sq.ft.  
For each sq.ft. over 100,000 = \$0.10 per sq.ft.

**Example fee for 300,000 sf building:**

First 50,000 sq.ft. x \$0.50 = \$25,000 +  
50,001 to 100,001 sq.ft. x \$0.30 = \$15,000 +  
100,002 to 300,000 sq.ft. x \$ 0.10 = \$19,999  
TOTAL = \$59,999

Total Square Footage: 55,000 SF

50,000 SF x \$0.50 = 25,000\$

5,000 SF x \$0.30 = 1,500\$

\_\_\_\_\_ SF x \$0.10 =

**TOTAL MERRC FEE: \$ 26,500\$**

As an authorized representative for the above referenced building, I hereby request the building be permanently approved under the TVF&R Mobile Emergency Responder Radio Coverage program as having an approved method of compliance with Oregon Fire Code Section 510 and TVF&R Resolution 2015-09. If the application is accepted, I understand that full payment of the calculated MERRC fee is required prior to completing the approval process. For construction projects under a building permit, payment must be received prior to plan review completion, unless otherwise approved by the Fire Marshal.

Paul Roessler Facilities Construction Manager Paul Roessler 9/13/2024  
Name & Title of Authorized Representative Signature Date

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

**This section is for APPLICATION APPROVAL ONLY.**

Application Approved by Fire Marshal: YES or NO

Reviewer Name: Alex McGladrey

Reviewer Signature McGladrey

Date: 9/13/2024

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This section is for FINAL APPROVAL ONLY.**

Payment Total: \_\_\_\_\_

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

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

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

*Provide a signed, approved final copy to applicant.*

**TUALATIN VALLEY FIRE & RESCUE**  
**MOBILE EMERGENCY RESPONDER RADIO COVERAGE (MERRC) APPLICATION**  
*This application is to be used when requesting approval for participation in the TVF&R MERRC program in lieu of providing an in-building OFC 510 emergency responder radio coverage system*

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

**South Operating Center**  
 8445 SW Elligsen Road  
 Wilsonville, OR 97070  
 Phone: 503-259-1500

**Building Information**  
*(Separate Application Required for Each Building)*

Business/ Building Name: Lam Research Building T

---

Proposed Use of Building: Research & Development

---

Address: 11361 SW Leveton Dr

---

City/County: Tualatin, Clackamas

Building Permit # AR-24-0002, IMP 24-0001, PLA 24-0002

---

**Applicant Contact Information**

Contact Person: William Bezio

Phone: 971-346-3764

Email: wbezio@mcknze.com

**MERRC FEE:**

**Approved Fee Schedule** (as of 11/2015)  
 First 0 - 50,000 sq.ft. = \$0.50 per sq.ft.  
 Additional sq.ft. from 50,001 - 100,001 = \$0.30 per sq.ft.  
 For each sq.ft. over 100,000 = \$0.10 per sq.ft.

**Example fee for 300,000 sf building:**  
 First 50,000 sq.ft. x \$0.50 = \$25,000 +  
 50,001 to 100,001 sq.ft. x \$0.30 = \$15,000 +  
 100,002 to 300,000 sq.ft. x \$ 0.10 = \$19,999  
 TOTAL = \$59,999

Total Square Footage: 164,000 SF

50,000 SF x \$0.50 = 25,000\$

50,000 SF x \$0.30 = 15,000\$

64,000 SF x \$0.10 = 6,400\$

**TOTAL MERRC FEE: \$ 46,400\$**

As an authorized representative for the above referenced building, I hereby request the building be permanently approved under the TVF&R Mobile Emergency Responder Radio Coverage program as having an approved method of compliance with Oregon Fire Code Section 510 and TVF&R Resolution 2015-09. If the application is accepted, I understand that full payment of the calculated MERRC fee is required prior to completing the approval process. For construction projects under a building permit, payment must be received prior to plan review completion, unless otherwise approved by the Fire Marshal.

Paul Roessler, Facilities Construction Manager      Paul Roessler      9/13/2024

Name & Title of Authorized Representative      Signature      Date

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

<p><b>This section is for APPLICATION APPROVAL ONLY.</b></p> <p>Application Approved by Fire Marshal: YES or NO</p> <p>Reviewer Name: <u>Alex McGladrey</u></p> <p>Reviewer Signature: <u>[Signature]</u></p> <p>Date: <u>9/13/2024</u></p> <p>Comments:</p> <hr/> <hr/> <hr/>	<p><b>This section is for FINAL APPROVAL ONLY.</b></p> <p>Payment Total: _____</p> <p>Received By: _____</p> <p>Date: _____</p> <p>Comments:</p> <hr/> <hr/> <p align="center"><i>Provide a signed, approved final copy to applicant.</i></p>
--	---

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



APPROVED PLANS

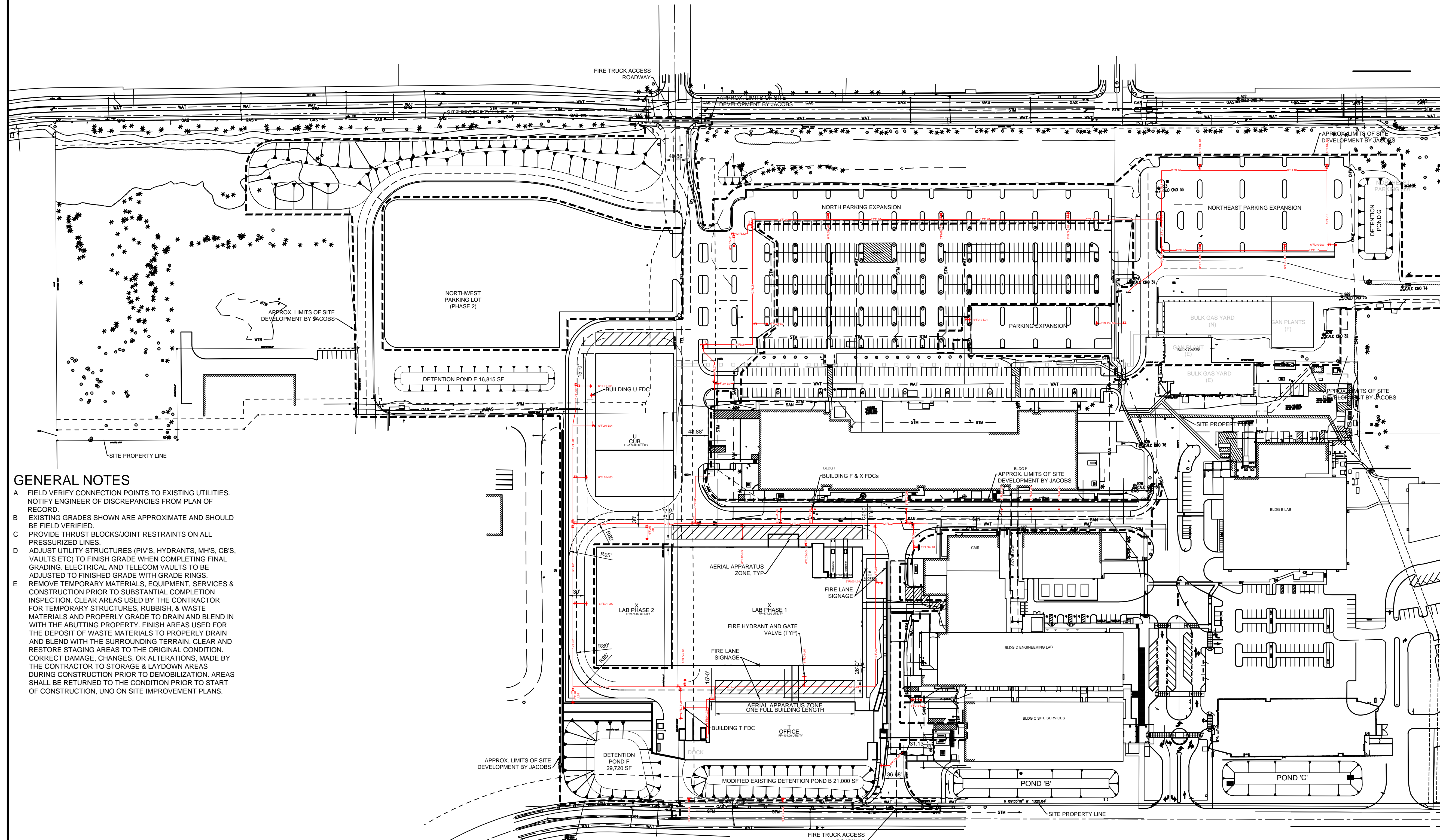
APPROVAL OF PLANS IS NOT AN APPROVAL  
OF OMISSIONS OR OVERSIGHTS.

*Ally McEll*  
Deputy Fire Marshal II

TVF&R Permit #2024-0138

## GENERAL NOTES

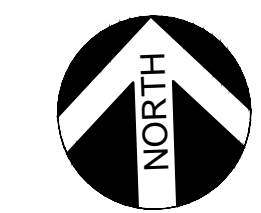
- A FIELD VERIFY CONNECTION POINTS TO EXISTING UTILITIES. NOTIFY ENGINEER OF DISCREPANCIES FROM PLAN OF RECORD.
- B EXISTING GRADES SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.
- C PROVIDE THRUST BLOCKS/JOINT RESTRAINTS ON ALL PRESSURIZED LINES.
- D ADJUST UTILITY STRUCTURES (PIV'S, HYDRANTS, MH'S, CB'S, VAULTS ETC) TO FINISH GRADE WHEN COMPLETING FINAL GRADING. ELECTRICAL AND TELECOM VAULTS TO BE ADJUSTED TO FINISHED GRADE WITH GRADE RINGS.
- E REMOVE TEMPORARY MATERIALS, EQUIPMENT, SERVICES & CONSTRUCTION PRIOR TO SUBSTANTIAL COMPLETION INSPECTION. CLEAR AREAS USED BY THE CONTRACTOR FOR TEMPORARY STRUCTURES, RUBBISH, & WASTE MATERIALS AND PROPERLY GRADE TO DRAIN AND BLEND IN WITH THE ABUTTING PROPERTY. FINISH AREAS USED FOR THE DEPOSIT OF WASTE MATERIALS TO PROPERLY DRAIN AND BLEND WITH THE SURROUNDING TERRAIN. CLEAR AND RESTORE STAGING AREAS TO THE ORIGINAL CONDITION. CORRECT DAMAGE, CHANGES, OR ALTERATIONS, MADE BY THE CONTRACTOR TO STORAGE & LAYDOWN AREAS DURING CONSTRUCTION PRIOR TO DEMOBILIZATION. AREAS SHALL BE RETURNED TO THE CONDITION PRIOR TO START OF CONSTRUCTION, UNO ON SITE IMPROVEMENT PLANS.



BUILDING T	
FIRE FLOW BUILDING AREA	164,000 SF
BUILDING TYPE	IIA
FIRE FLOW (PER OFC B105.1(2))	5,750 GPM
SPRINKLER REDUCTION (PER OFC B105.2)	75%
BUILDING FIRE FLOW	1,500 GPM
SITE HYDRANTS (6 REQUIRED PER OFC TABLE C102.1)	6
AVERAGE HYDRANT SPACING (250 FT REQUIRED PER OFC TABLE C102.1)	250 FT
MAXIMUM DISTANCE FROM ANY POINT ON ROAD TO A HYDRANT (150 FT REQUIRED PER OFC TABLE C102.1)	

BUILDING U	
FIRE FLOW BUILDING AREA	55120 SF
BUILDING TYPE	IIA
FIRE FLOW (PER OFC B105.1(2))	3,500 GPM
SPRINKLER REDUCTION (PER OFC B105.2)	75%
BUILDING FIRE FLOW	750 GPM
SITE HYDRANTS (6 REQUIRED PER OFC TABLE C102.1)	4
AVERAGE HYDRANT SPACING (250 FT REQUIRED PER OFC TABLE C102.1)	250 FT
MAXIMUM DISTANCE FROM ANY POINT ON ROAD TO A HYDRANT (150 FT REQUIRED PER OFC TABLE C102.1)	

BUILDING X	
FIRE FLOW BUILDING AREA	146,830 SF
BUILDING TYPE	IA
FIRE FLOW (PER OFC B105.1(2))	4,250 GPM
SPRINKLER REDUCTION (PER OFC B105.2)	75%
BUILDING FIRE FLOW	1,000 GPM
SITE HYDRANTS (6 REQUIRED PER OFC TABLE C102.1)	6
AVERAGE HYDRANT SPACING (250 FT REQUIRED PER OFC TABLE C102.1)	250 FT
MAXIMUM DISTANCE FROM ANY POINT ON ROAD TO A HYDRANT (150 FT REQUIRED PER OFC TABLE C102.1)	



BAR IS ONE INCH ON  
ORIGINAL DRAWING  
0 1"

TITLE:  
**SITE-CIVIL  
FIRE DEPARTMENT  
ACCESS AND WATER SUPPLY  
OVERALL PLAN**

DATE ISSUED: DRAWING SCALE: 1"=100'  
ACAD FILE: BUILDING DESIGNATOR:

DRAWING NUMBER:

FS-1

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



APPROVED PLANS

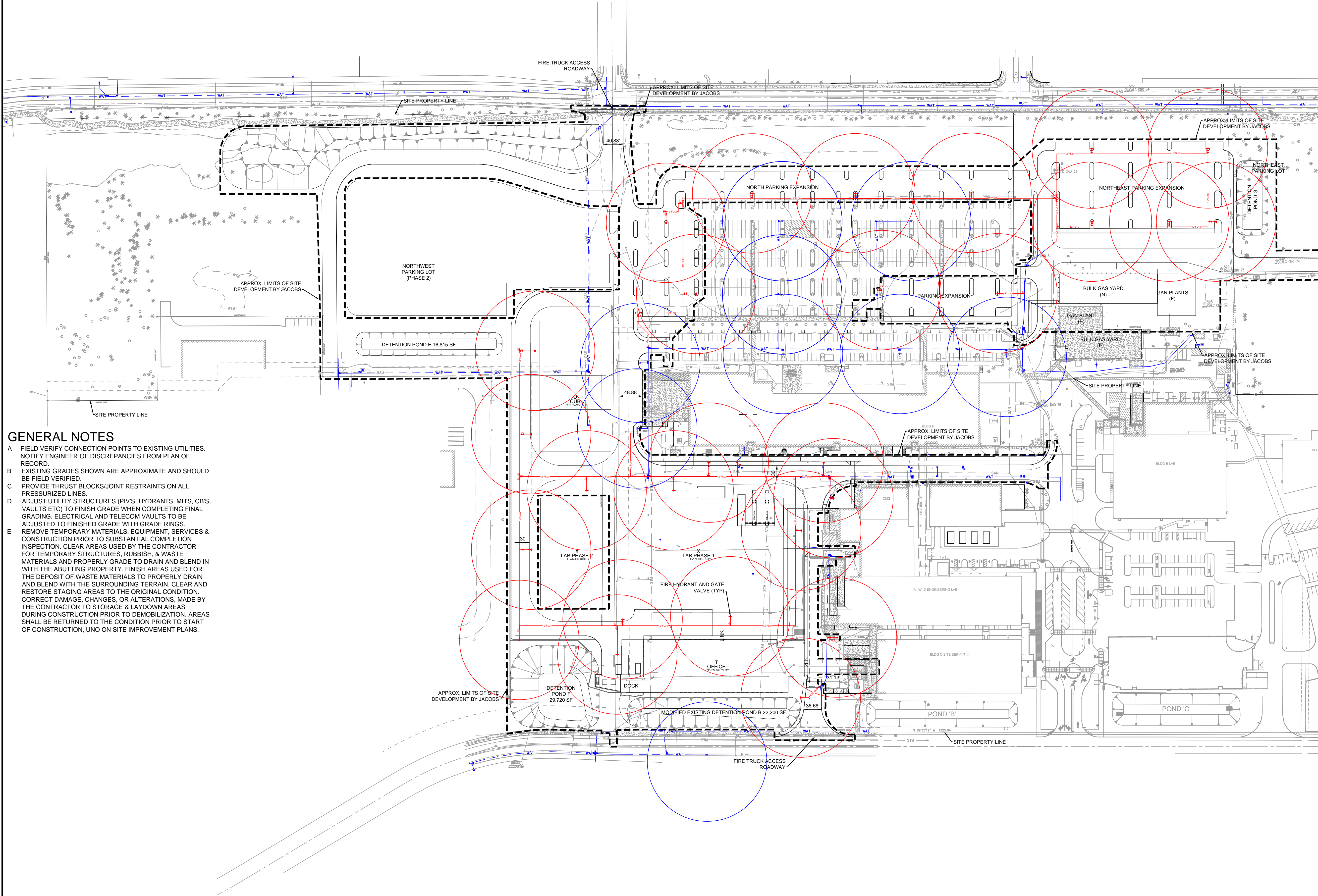
APPROVAL OF PLANS IS NOT AN APPROVAL OF OMISSIONS OR OVERSIGHTS.

*Alvin M. Ellis*  
Deputy Fire Marshal II

TVF&R Permit #2024-0138

### GENERAL NOTES

- A FIELD VERIFY CONNECTION POINTS TO EXISTING UTILITIES. NOTIFY ENGINEER OF DISCREPANCIES FROM PLAN OF RECORD.
- B EXISTING GRADES SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.
- C PROVIDE THRUST BLOCKS/JOINT RESTRAINTS ON ALL PRESSURIZED LINES.
- D ADJUST UTILITY STRUCTURES (PIV'S, HYDRANTS, MH'S, CB'S, VAULTS ETC) TO FINISH GRADE WHEN COMPLETING FINAL GRADING. ELECTRICAL AND TELECOM VAULTS TO BE ADJUSTED TO FINISHED GRADE WITH GRADE RINGS.
- E REMOVE TEMPORARY MATERIALS, EQUIPMENT, SERVICES & CONSTRUCTION PRIOR TO SUBSTANTIAL COMPLETION INSPECTION. CLEAR AREAS USED BY THE CONTRACTOR FOR TEMPORARY STRUCTURES, RUBBISH, & WASTE MATERIALS AND PROPERLY GRADE TO DRAIN AND BLEND IN WITH THE ADJUTING PROPERTY. FINISH AREAS USED FOR THE DEPOSIT OF WASTE MATERIALS TO PROPERLY DRAIN AND BLEND WITH THE SURROUNDING TERRAIN. CLEAR AND RESTORE STAGING AREAS TO THE ORIGINAL CONDITION. CORRECT DAMAGE, CHANGES, OR ALTERATIONS, MADE BY THE CONTRACTOR TO STORAGE & LAYDOWN AREAS DURING CONSTRUCTION PRIOR TO DEMOBILIZATION. AREAS SHALL BE RETURNED TO THE CONDITION PRIOR TO START OF CONSTRUCTION, UNO ON SITE IMPROVEMENT PLANS.



NO.	REVISION OR ISSUE	DATE	BY



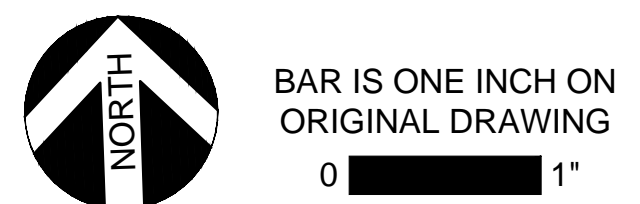
Lam Research Corporation  
4400 CUSHING PARKWAY  
FREMONT, CA 94538

TITLE:  
**SITE-CIVIL  
FIRE DEPARTMENT  
ACCESS AND WATER SUPPLY  
OVERALL PLAN**

DATE ISSUED: DRAWING SCALE: 1"=100'  
ACAD FILE: BUILDING DESIGNATOR:

DRAWING NUMBER:

FS-1





**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



APPROVED PLANS

APPROVAL OF PLANS IS NOT AN APPROVAL  
OF OMISSIONS OR OVERSIGHTS.

*Alvin McEll*  
Deputy Fire Marshal II

**TVFR Permit #2024-0138**

NO	REVISION OR ISSUE	DATE	BY

**ARCHITECTURAL  
REVIEW  
(NOT FOR CONSTRUCTION)**



Lam Research Corporation  
4400 CUSHING PARKWAY  
FREMONT, CA 94538

TITLE:

**EXTERIOR ELEVATIONS  
BUILDING - X**

DATE ISSUED: 07.01.2024

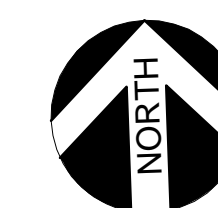
DRAWING SCALE: 1:300

REVIT FILE:

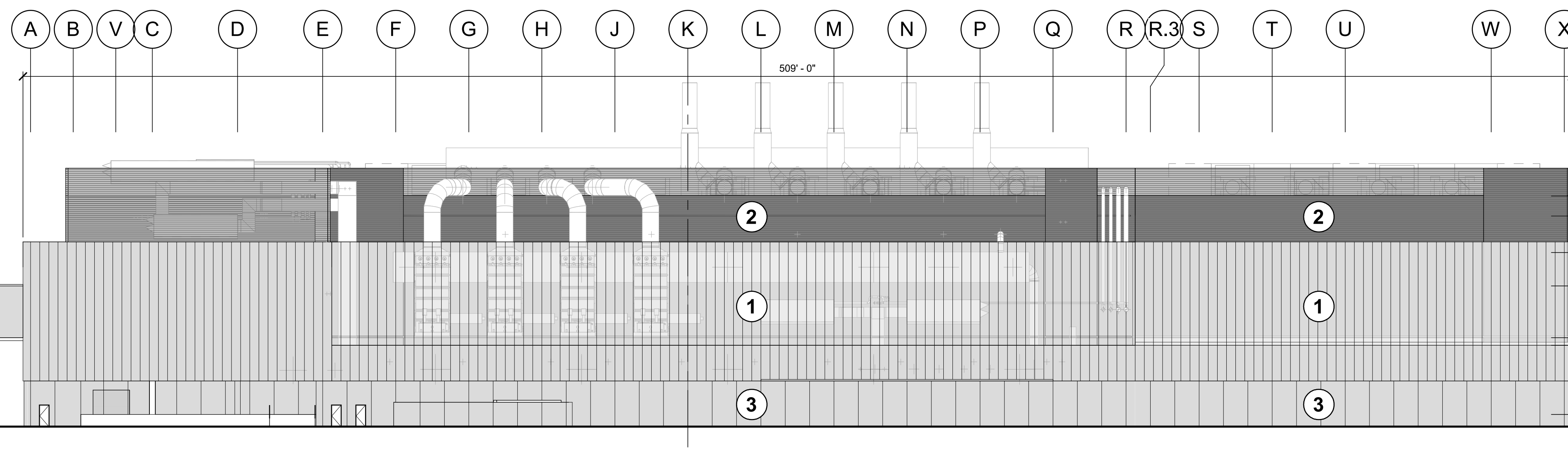
BUILDING DESIGNATOR:

DRAWING NUMBER:

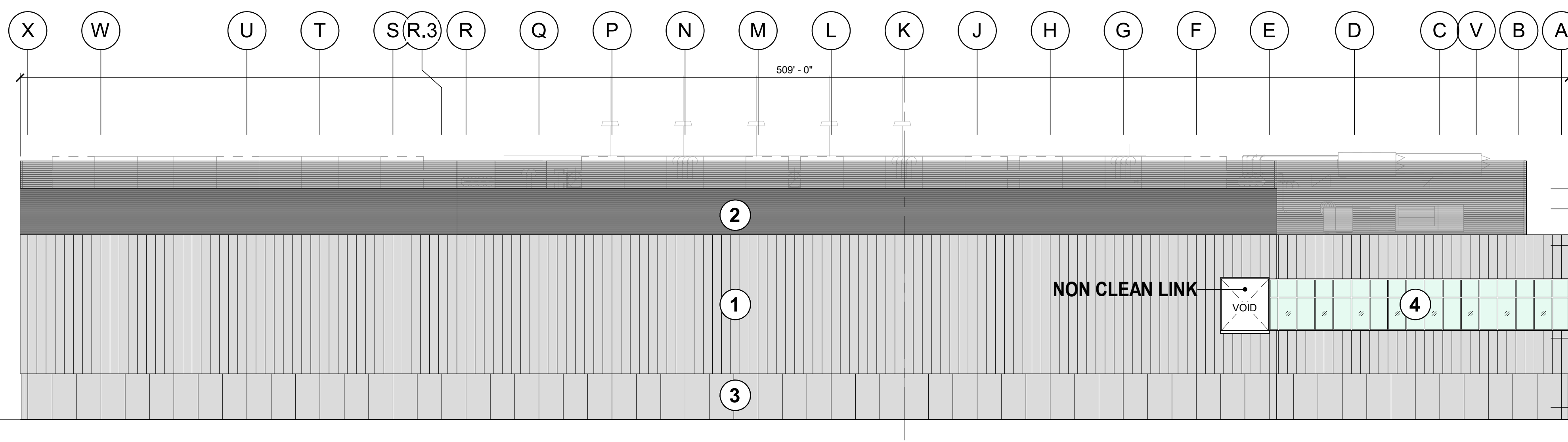
**XA0-0001**



BAR IS ONE INCH ON  
ORIGINAL DRAWING  
0 1"



**1 NORTH OVERALL ELEVATION - TUX**  
1" = 25'-0"



**2 SOUTH OVERALL ELEVATION - TUX**  
1" = 25'-0"

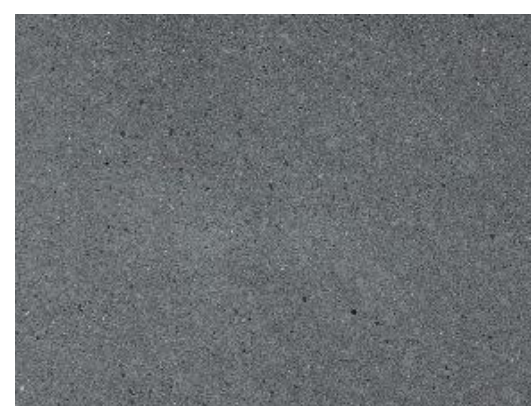
**1 INSULATED METAL PANELS**



**2 LOUVER SCREEN WALL**



**3 PRECAST CONCRETE**



**4 STOREFRONT / CURTAIN WALL GLAZING SYSTEM**



DATE: 7/1/2024 11:37:35 AM  
PATH: C:\Users\jacob\OneDrive\Documents\Projects\TUX\TUX-0001.dwg

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

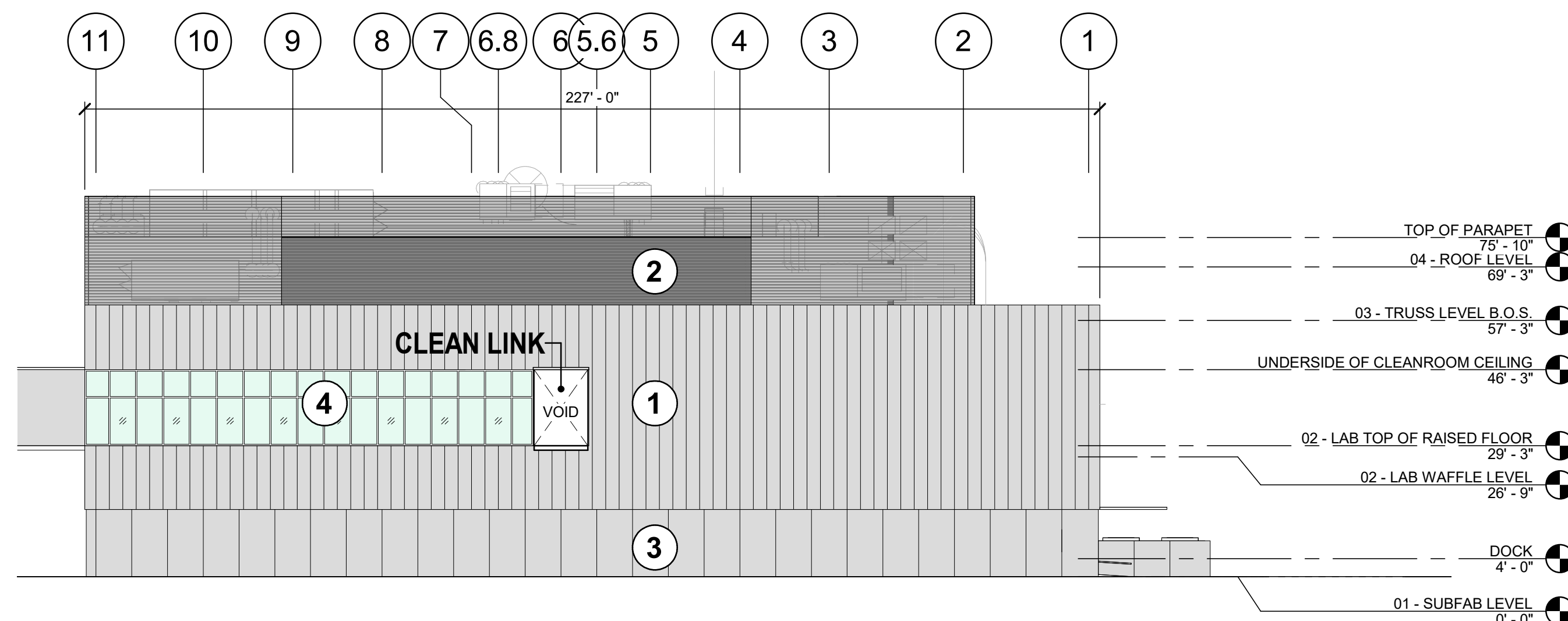


APPROVED PLANS

APPROVAL OF PLANS IS NOT AN APPROVAL  
OF OMISSIONS OR OVERSIGHTS.

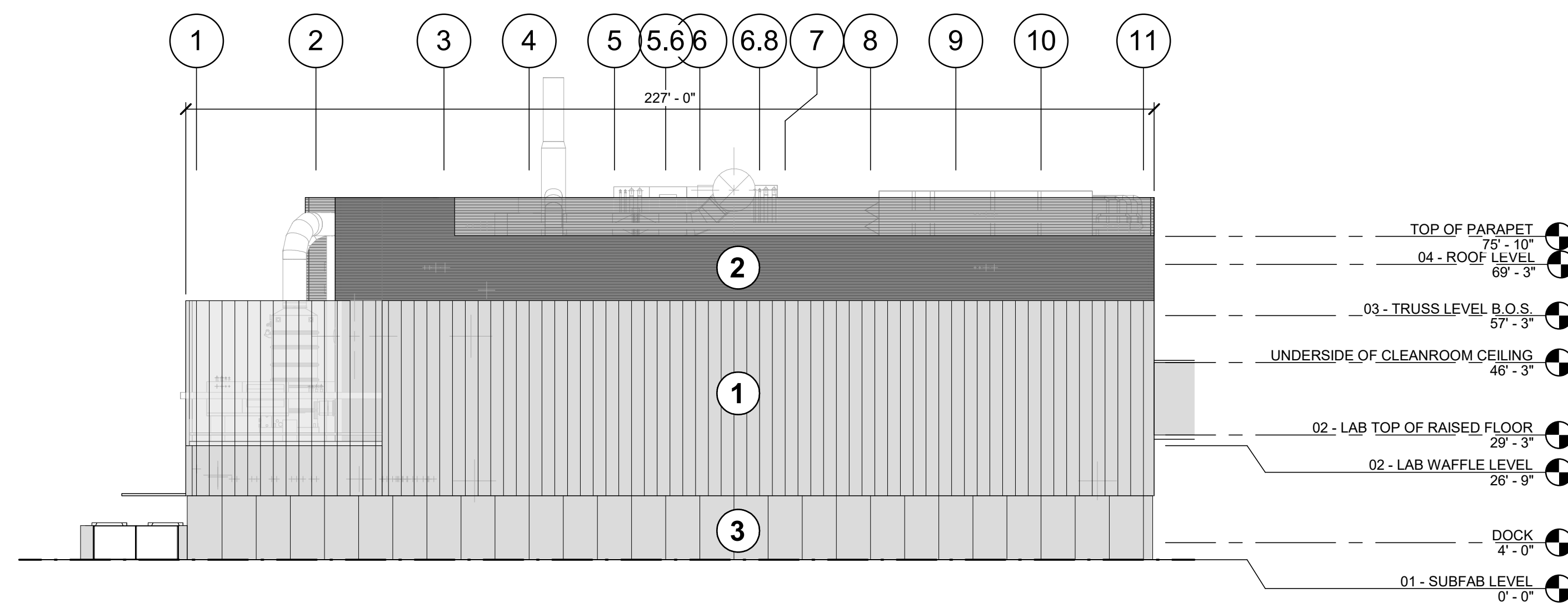
*Ally McEll*  
Deputy Fire Marshal II

TVF&R Permit #2024-0138



**1 EAST OVERALL ELEVATION - TUX**

1" = 25'-0"



**2 WEST OVERALL ELEVATION - TUX**

1 : 300

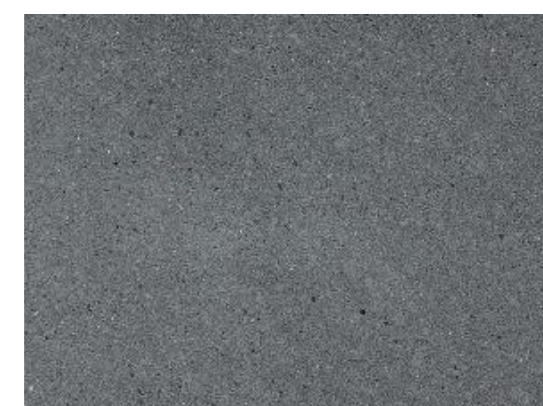
1 INSULATED METAL PANELS



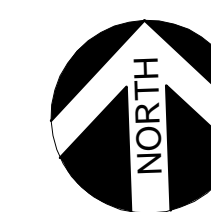
2 LOUVER SCREEN WALL



3 PRECAST CONCRETE



4 STOREFRONT / CURTAIN WALL GLAZING SYSTEM



BAR IS ONE INCH ON  
ORIGINAL DRAWING  
0 1"

**ARCHITECTURAL  
REVIEW  
(NOT FOR CONSTRUCTION)**



Lam Research Corporation  
4400 CUSHING PARKWAY  
FREMONT, CA 94538

TITLE:

**EXTERIOR ELEVATIONS  
BUILDING - X**

DATE ISSUED: 07.01.2024

DRAWING SCALE: 1:300

REVIT FILE:

BUILDING DESIGNATOR:

DRAWING NUMBER:

**XA0-0002**

DATE: 7/1/2024 11:38:38 AM  
PATH: C:\Users\jacob\OneDrive\Documents\TUX\X0002\TUX-XA0-0002.dwg

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**



APPROVED PLANS

APPROVAL OF PLANS IS NOT AN APPROVAL  
OF OMISSIONS OR OVERSIGHTS.

*Oliver M. Hill*  
Deputy Fire Marshal II

TVF&R Permit #2024-0138

NO	REVISION OR ISSUE	DATE	BY

**ARCHITECTURAL  
REVIEW  
(NOT FOR CONSTRUCTION)**



Lam Research Corporation  
4400 CUSHING PARKWAY  
FREMONT, CA 94538

TITLE:

**EXTERIOR ELEVATIONS  
BUILDING - U**

DATE ISSUED: 07.01.2024

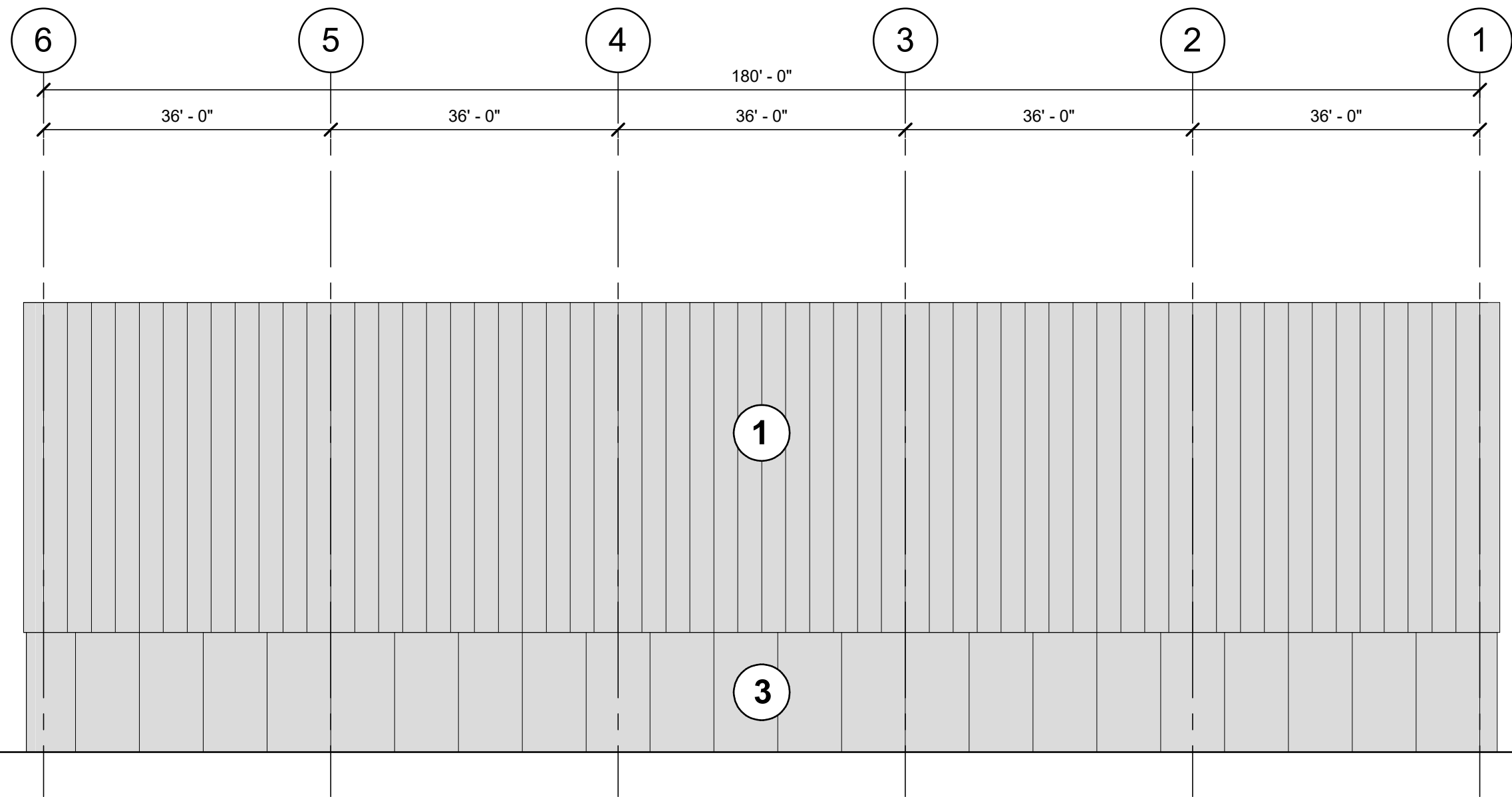
DRAWING SCALE: 1/16" = 1'-0"

REVIT FILE:

BUILDING DESIGNATOR:

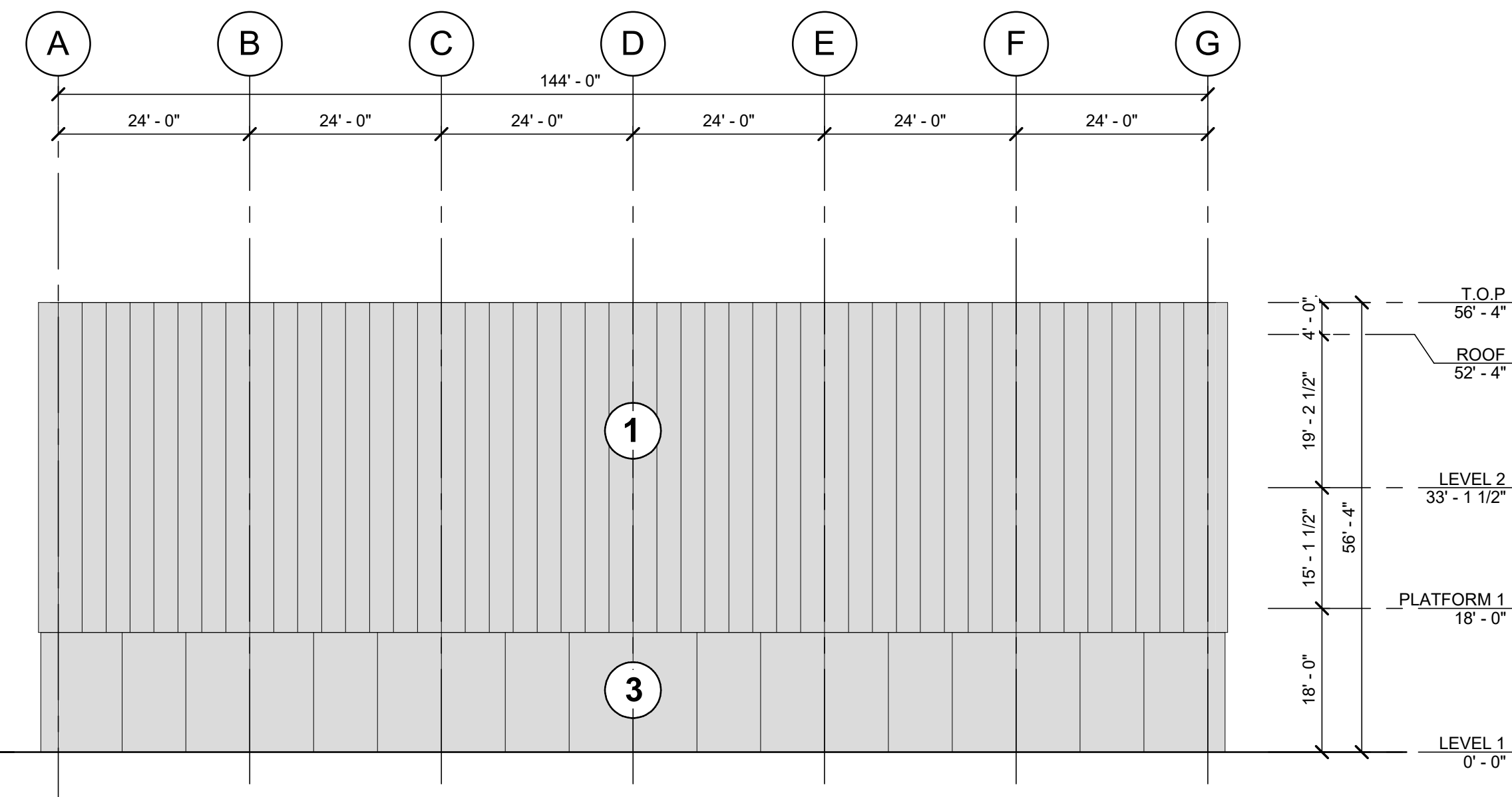
DRAWING NUMBER:

UA0-0005



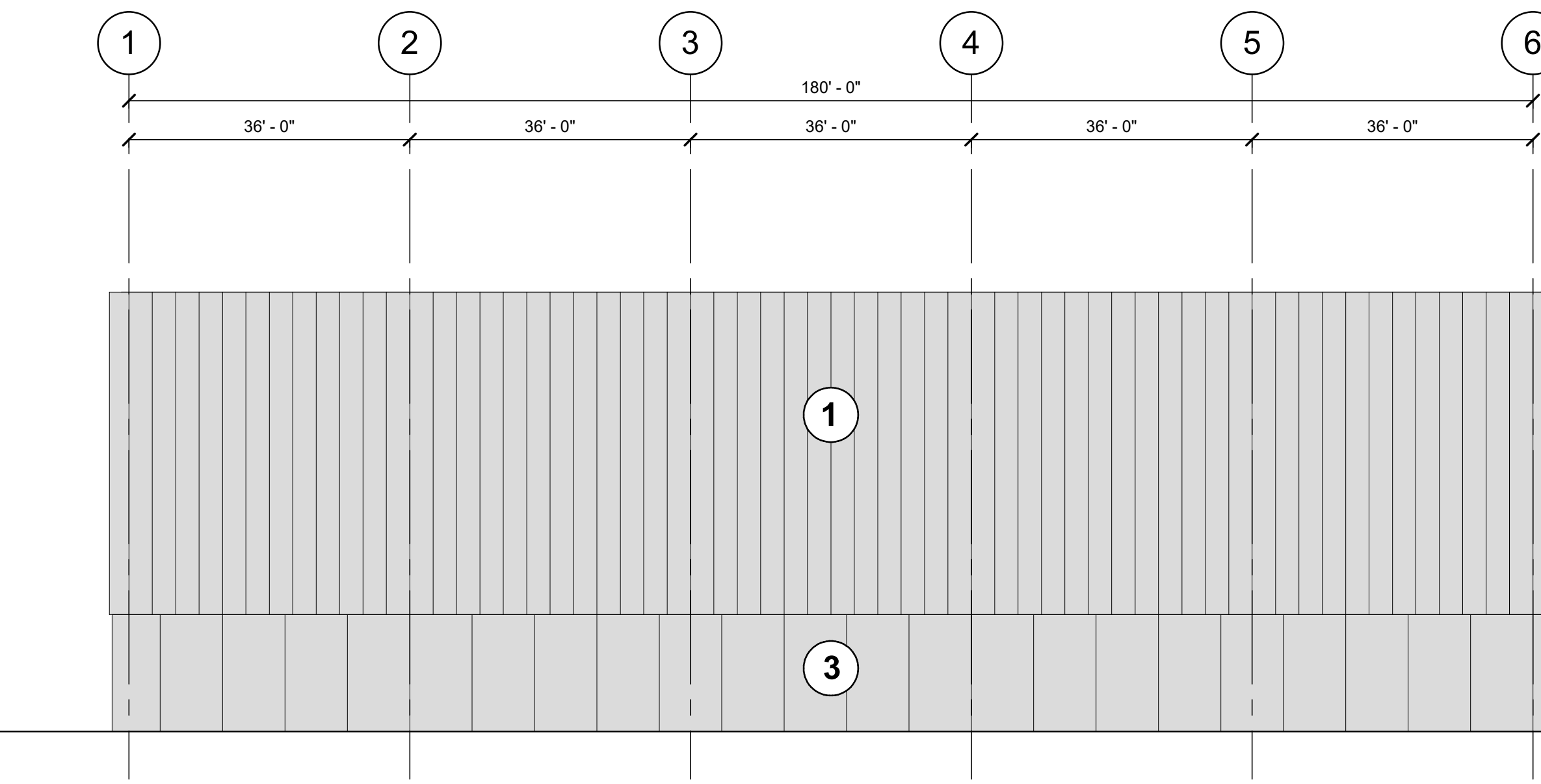
**3 EAST ELEVATION - CUB**

1/16" = 1'-0"



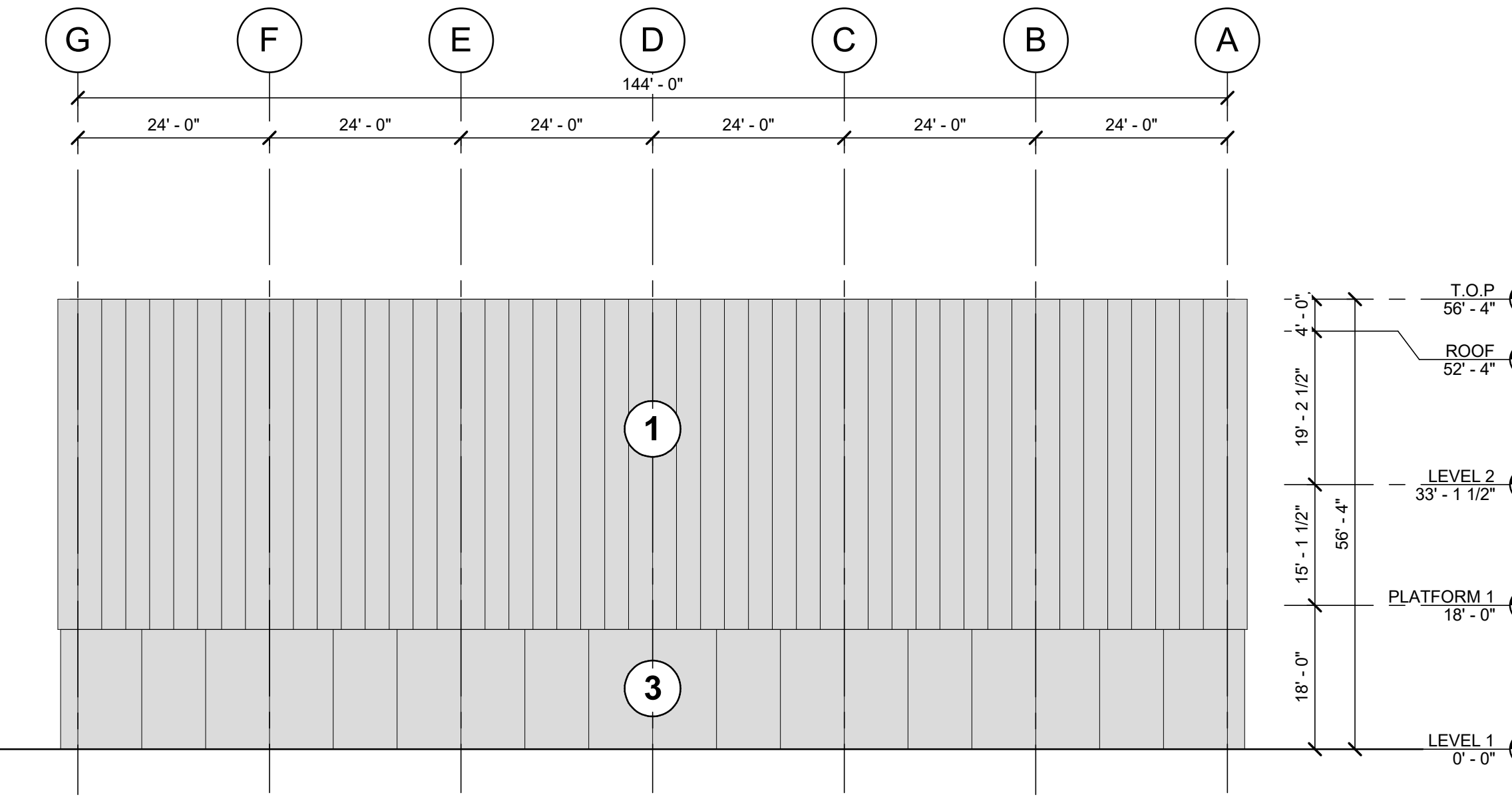
**1 NORTH ELEVATION - CUB**

1/16" = 1'-0"



**4 WEST ELEVATION - CUB**

1/16" = 1'-0"



**2 SOUTH ELEVATION - CUB**

1/16" = 1'-0"

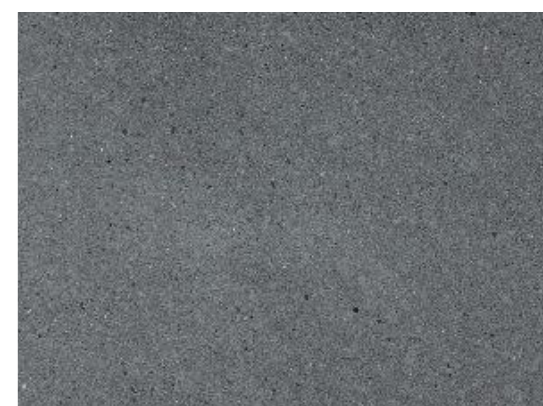
**1 INSULATED METAL PANELS**



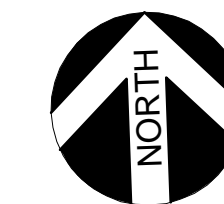
**2 LOUVER SCREEN WALL**



**3 PRECAST CONCRETE**



**4 STOREFRONT / CURTAIN WALL GLAZING SYSTEM**



BAR IS ONE INCH ON  
ORIGINAL DRAWING  
0 1"

DATE: 7/1/2024 9:40 AM  
PATH: \\arch01\projects\2024\240005\_UA0-0005\_ARCH\240005\_UA0-0005\_ARCH.dwg  
Lam Research  
Corp\_Tualatin\_Elevation\_UA0-0005\_ARCH.dwg

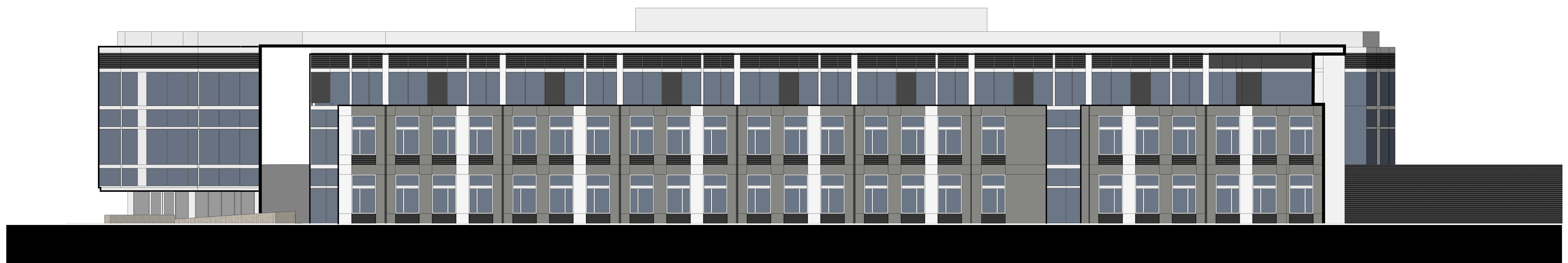
1 2 3 4 5 6 7 8 9 10 11 12 13



T/PARAPET 69' - 0"  
 T/ STEEL 65' - 0"  
 LVL 4 - FOURTH FLOOR 47' - 0"  
 LVL 3 - THIRD FLOOR 32' - 0"  
 LVL 2 - SECOND FLOOR 17' - 0"  
 LVL 1 - FIRST FLOOR 0"

1 SOUTH ELEVATION  
 A2.10 1/16" = 1'-0"

13 12 11 10 9 8 7 6 5 4 3 2 1



T/PARAPET 69' - 0"  
 T/ STEEL 65' - 0"  
 LVL 4 - FOURTH FLOOR 47' - 0"  
 LVL 3 - THIRD FLOOR 32' - 0"  
 LVL 2 - SECOND FLOOR 17' - 0"

2 NORTH ELEVATION  
 A2.10 1/16" = 1'-0"

D C B A

A B C D



T/PARAPET 69' - 0"  
 T/ STEEL 65' - 0"  
 LVL 4 - FOURTH FLOOR 47' - 0"  
 LVL 3 - THIRD FLOOR 32' - 0"  
 LVL 2 - SECOND FLOOR 17' - 0"  
 LVL 1 - FIRST FLOOR 0"

3 EAST ELEVATION  
 A2.10 1/16" = 1'-0"



T/PARAPET 69' - 0"  
 T/ STEEL 65' - 0"  
 LVL 4 - FOURTH FLOOR 47' - 0"  
 LVL 3 - THIRD FLOOR 32' - 0"  
 LVL 2 - SECOND FLOOR 17' - 0"

4 WEST ELEVATION  
 A2.10 1/16" = 1'-0"

REFERENCE ONLY UNLESS STAMP IS PLACED  
 (PLACE STAMP HERE)

© MACKENZIE 2024 ALL RIGHTS RESERVED  
 THESE DRAWINGS ARE THE PROPERTY OF MACKENZIE AND ARE NOT TO BE USED OR REPRODUCED IN ANY MANNER WITHOUT PRIOR WRITTEN PERMISSION

REVISION SCHEDULE		
Delta	Issued As	Issue Date



APPROVED PLANS  
 APPROVAL OF PLANS IS NOT AN APPROVAL OF OMISSIONS OR OVERSIGHTS.  
  
 Deputy Fire Marshal II  
**TVF&R Permit #2024-0138**

SHEET TITLE:  
**EXTERIOR ELEVATIONS - BUILDING T**

SHEET  
**TA0.0006**

JOB NO. **2230377.00**



HYDRANT CALCULATION AT 20 PSI				Hydrant Number	1
STATIC		Location of Hydrant			
RESIDUAL		Manufacturer Of Hydrant			
PITOT		Model of Hydrant			
Actual GPM		Year of hydrant			
FLOW AT 20 PSI =		GPM	Coeff.	0.9	

HYDRANT CALCULATION AT 20 PSI				Hydrant Number	
STATIC		Location of Hydrant			
RESIDUAL		Manufacturer Of Hydrant			
PITOT		Model of Hydrant			
Actual GPM	0	Year of hydrant			
FLOW AT 20 PSI =	#NUM!	GPM	Coeff.	0.9	

HYDRANT CALCULATION AT 20 PSI				Hydrant Number	
STATIC		Location of Hydrant			
RESIDUAL		Manufacturer Of Hydrant			
PITOT		Model of Hydrant			
Actual GPM	0	Year of hydrant			
FLOW AT 20 PSI =	#NUM!	GPM	Coeff.	0.9	

- Do all hydrants appear to be free of leaks at the time of inspection: \_\_\_\_\_
- Do all hydrant nozzles threads lubed and operating nuts appear to be in good condition at the time of inspection: \_\_\_\_\_
- Do all hydrant barrels appear to be free of cracks and without ice or water present at the time of the inspection: \_\_\_\_\_
- Do all of the hydrants appear to be free from leaking and physical damage: \_\_\_\_\_
- Are all hydrants painted properly: \_\_\_\_\_
- Where all hydrants opened fully and flowed for no less than one minute: \_\_\_\_\_
- Do all hydrants drain properly (full drainage within 60min): \_\_\_\_\_

Problems found during the testing of the fire hydrants or comments from the inspector




APPROVED PLANS

APPROVAL OF PLANS IS NOT AN APPROVAL OF OMISSIONS OR OVERSIGHTS.

Alex McEller  
Deputy Fire Marshal II

Hydrant test





HYDRANT CALCULATION AT 20 PSI			Hydrant Number	1	
STATIC		Location of Hydrant Manufacturer Of Hydrant Model of Hydrant Year of hydrant			
RESIDUAL					
PITOT					
Actual GPM					
FLOW AT 20 PSI =			GPM	Coeff.	0.9

HYDRANT CALCULATION AT 20 PSI			Hydrant Number		
STATIC		Location of Hydrant Manufacturer Of Hydrant Model of Hydrant Year of hydrant			
RESIDUAL					
PITOT					
Actual GPM	0				
FLOW AT 20 PSI =			#NUM!	GPM	Coeff.

HYDRANT CALCULATION AT 20 PSI			Hydrant Number		
STATIC		Location of Hydrant Manufacturer Of Hydrant Model of Hydrant Year of hydrant			
RESIDUAL					
PITOT					
Actual GPM	0				
FLOW AT 20 PSI =			#NUM!	GPM	Coeff.

Do all hydrants appear to be free of leaks at the time of inspection: \_\_\_\_\_

Do all hydrant nozzles threads lubed and operating nuts appear to be in good condition at the time of inspection: \_\_\_\_\_

Do all hydrant barrels appear to be free of cracks and without ice or water present at the time of the inspection: \_\_\_\_\_

Do all of the hydrants appear to be free from leaking and physical damage: \_\_\_\_\_

Are all hydrants painted properly: \_\_\_\_\_

Where all hydrants opened fully and flowed for no less than one minute: \_\_\_\_\_

Do all hydrants drain properly (full drainage within 60min): \_\_\_\_\_

**Problems found during the testing of the fire hydrants or comments from the inspector**



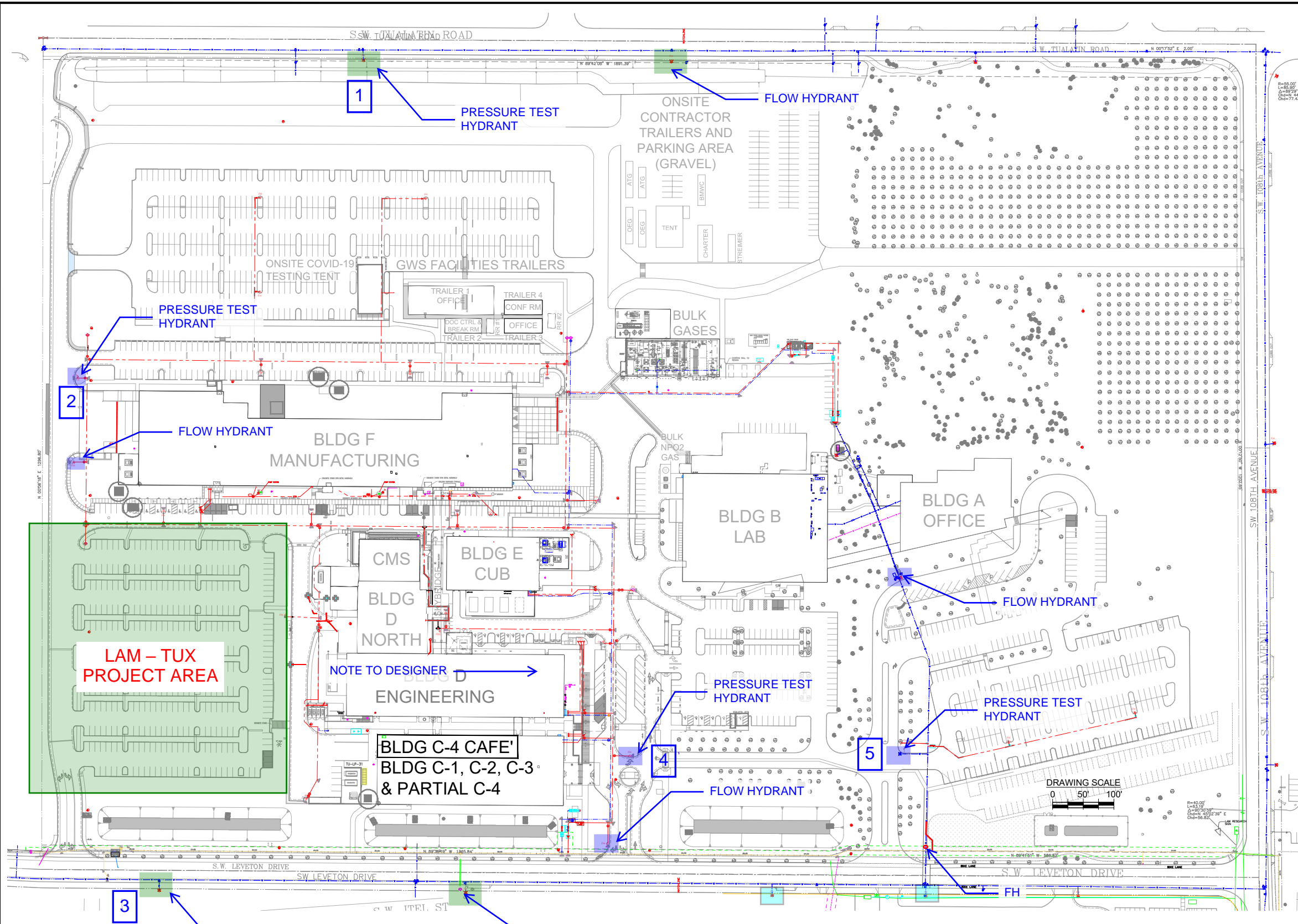

APPROVED PLANS

APPROVAL OF PLANS IS NOT AN APPROVAL OF OMISSIONS OR OVERSIGHTS.

Hydrant test

Alex McIlhenny  
Deputy Fire Marshal II

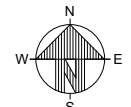
S:\Tualatin Source Documents\Site Development\Lam Site Plan Utilities.dwg, Fire & City Water, 7/9/2021 3:19:59 PM, meigher, 1:2.093



① LAM SITE UNDERGROUND UTILITY PLAN - FIRE & CITY WATER (10/19/2020)  
SCALE: NTS

- TESTS REQUESTED FOR THE CITY MODEL
- TESTS REQUESTED FOR THE JACOBS ONSITE MODEL
- X TEST NUMBER

"DRAWING IS FOR REFERENCE ONLY AND MAY BE OUT OF DATE DUE TO ONGOING PROJECTS AND UPDATES. CONTACT DOCUMENT CONTROL FOR LATEST REVISION. IF DRAWING DOES NOT MATCH WHAT IS OUT IN THE FIELD PLEASE CONTACT DOCUMENT CONTROL TO COORDINATE ANY UPDATES."



APPROVED PLANS

APPROVAL OF PLANS IS NOT AN APPROVAL OF OMISSIONS OR OVERSIGHTS.

*Alex McEllen*  
Deputy Fire Marshal II

TVF&R Permit #2024-0138

<b>LAM TUALATIN CAMPUS SITE UNDERGROUND UTILITIES FIRE &amp; CITY WATER PLAN</b>		
SCALE: NTS	DATE: 05/13/2020	SHEET #:
DRAWN: BDM	REV.:	CHECKED:
CAD FILE: Lam Site Plan Utilities		
<b>Lam</b> RESEARCH	11155 SW Leveton Drive Tualatin, OR 97062 Lam Confidential	



10295 Southwest Riddle Road, Wilsonville, OR 97070  
6505 5700 or 1 800 829 3117 republicservices.com

October 9, 2024

Megan Diaz  
Mackenzie Architecture

Re: Lam Research  
11155 SW Leveton Dr.  
Tualatin, OR 97062

Dear Megan,

Thank you, for sending us the preliminary site plans for this proposed development in Tualatin OR.

My Company: Republic Services of Clackamas and Washington Counties has the franchise agreement to service this area with the City of Tualatin. We will provide complete commercial waste removal and recycling services as needed on a weekly basis for this location.

The ingress/egress and site traffic pattern plan are adequate for our trucks to safely navigate the site, and access the planned trash and recycle receptacles.

Bldg. T: The self-contained compactor, power control unit, and dock positioning is adequate for our trucks to service.

The frontload receptacle enclosure of 20' X 13' – 3" ID with double gates that open a minimum of 120 degrees with wind pins to secure them in the open and closed positions is adequate for container placement space and access for our trucks to service.

Bldg. X: The self-contained compactor and frontload receptacle enclosure of 43'–2 3/4" X 30'–0 3/8" ID with double gates that open a minimum of 120 degrees with wind pins to secure them in the open and closed positions is adequate for container placement space and access for our trucks to service.

Thanks Megan, for your help and concerns for our services prior to this project being developed.

Sincerely,



Kelly Herrod  
Operations Supervisor  
Republic Services Inc.





## SCHEDULE A

Name and Address of Title Insurance Company: **WFG National Title Insurance Company  
12909 SW 68th Pkwy., Suite 350, Portland, OR 97223**

File No.: **23-181855** Policy No.: **3155441-7203204**

Amount of Insurance: **\$12,547,022.00** Premium: **\$29,393.00**

Address Reference: **15.15 Acres SW Leveton Drive, Tualatin, OR 97062**

Date of Policy: **December 15, 2023 at 11:55 a.m.**

1. Name of Insured:  
**Lam Research Corporation, a Delaware corporation**
2. The estate or interest in the Land that is insured by this policy is:  
**Fee Simple**
3. Title is vested in:  
**Lam Research Corporation, a Delaware corporation**
4. The Land referred to in this policy is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain real property in the County of Washington, State of Oregon, described as follows:

A tract of land created by Property Line Adjustment Deed recorded October 22, 2019 as Recording No. 2019-075308, in Parcels 1 and 2 of PARTITION PLAT NO. 2010-009, Washington County Plat Records, in the NW One-Quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, Washington County, Oregon, more particularly described as follows:

Parcel 1 of said PARTITION PLAT NO. 2010-009, IN ADDITION THERETO the following described tract:

Beginning at the westerly corner common to Parcels 1 and 2 of PARTITION PLAT NO. 2010-009, thence along the line common to said Parcels 1 and 2, South 89°55'48" East 230.19 feet; thence leaving said common line, South 00°01'11" West 20.00 feet; thence North 89°56'22" West 230.21 feet to a point on the westerly line of Parcel 2; thence along said westerly line North 00°03'39" East 20.04 feet to the Point of Beginning.

AND EXCEPTING THEREFROM the following described tract:

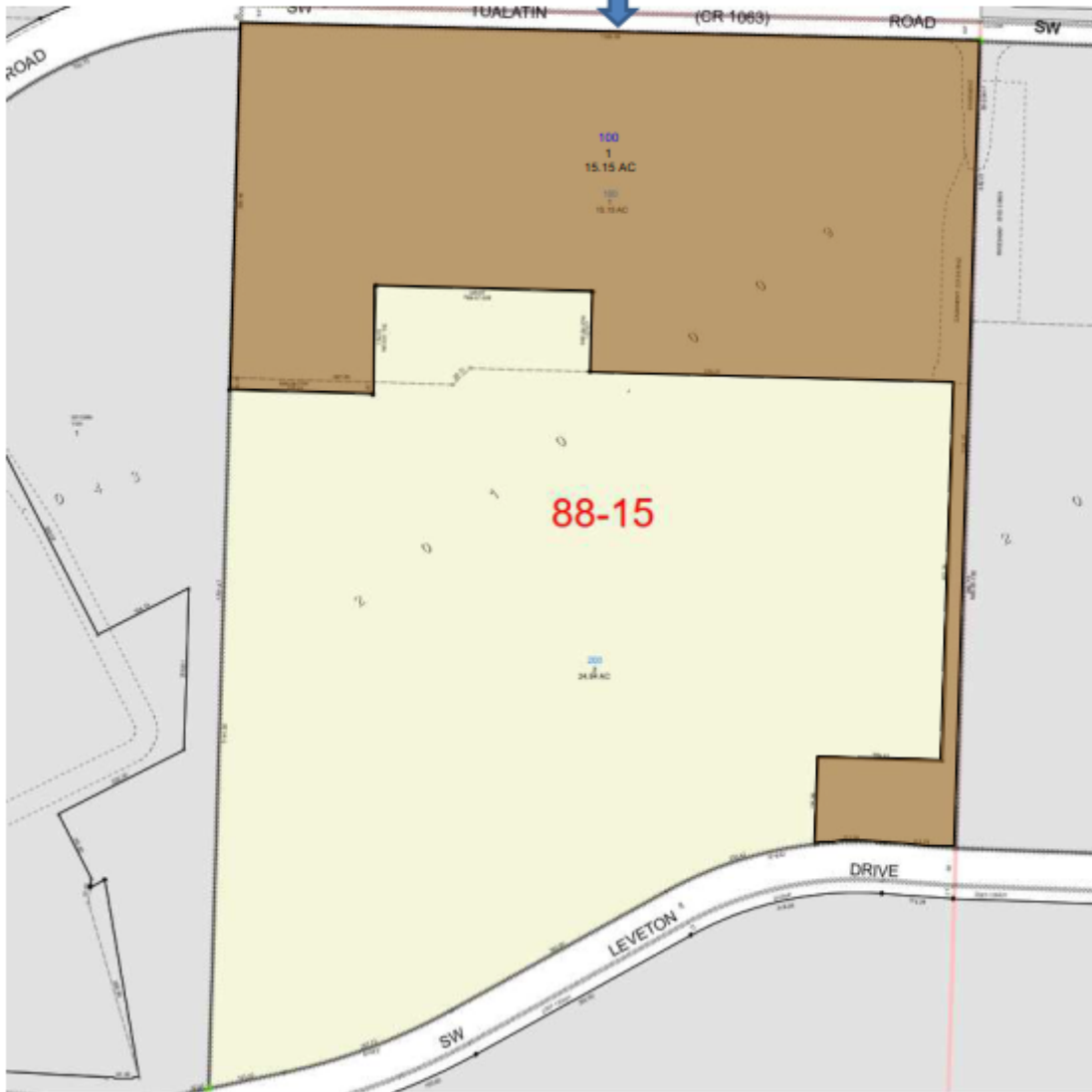
Commencing at the westerly corner common to Parcels 1 and 2 of PARTITION PLAT NO. 2010-009, thence along the line common to said Parcels 1 and 2, South 89°55'48" East, 230.19 feet to the True Point of Beginning of the herein described tract; thence leaving said common line, North 00°01'11" East 154.33 feet; thence South 89°57'38" East 346.67 feet; thence South 00°04'07" West 127.48 feet to a point on the line common to said Parcels 1 and 2; thence along said common line, North 89°56'21" West 192.49 feet to an angle point therein; thence South 45°03'39" West 38.17 feet to an angle point; thence continuing along said common line, North 89°55'48" West 127.06 feet to the True Point of Beginning.



WFG National Title  
Title Department  
12909 SW 68th Pkwy #350  
Portland, OR 97223  
Phone: 503.431.8500  
Fax 503.684.2978



Assessor Property ID / Assessor Map & Tax Lot No.  
**PARCEL R2171143 / 2S122BA00100**  
no situs, Tualatin, OR 97062



*This map is a copy of public record and is provided solely for informational purposes. WFG National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements.*

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

File No.: **23-181855**

Policy No: **3155441-7203204**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- 1. Easement, including the terms and provisions thereof:
  - For : Slope purposes
  - Granted to : City of Tualatin
  - Recorded : January 23, 1989
  - Recording No. : [89-03228](#)
  - Affects : a portion of the premises herein
  
- 2. Cross Easement Agreement, including the terms and provisions thereof:
  - Regarding : Private roadway
  - Between : First Interstate Bank of Oregon, N.A. as personal representative of the estate of William Leveton (adjacent property)
  - And : JAE Oregon, Inc. (subject property)
  - Recorded : May 5, 1989
  - Recording No. : [89020417](#)
  - Affects : a portion of the premises herein

As amended or modified by Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

- Between : LAM Research Corporation, a Delaware corporation
- And : JAE Oregon, Inc., an Oregon corporation
- Dated : December 15, 2023
- Recorded : December 15, 2023
- Recording No. : 2023-051646

- 3. Easement, including the terms and provisions thereof:
  - For : Pedestrian use, trees, landscaping and sidewalk
  - Granted to : City of Tualatin
  - Recorded : August 12, 1999
  - Recording No. : [99094538](#)
  - Affects : a portion of the premises herein
  
- 4. Conditions and Restrictions as shown on Partition Plat No. 2010-009:
  - Recorded : March 9, 2010
  - Recording No. : [2010-018382](#)

5. Grant and Reservation of Reciprocal Easements, including the terms and provisions thereof:
- |               |   |                                  |
|---------------|---|----------------------------------|
| Regarding     | : | Access                           |
| By            | : | JAE Oregon, Inc.                 |
| Recorded      | : | May 18, 2010                     |
| Recording No. | : | <a href="#">2010-037842</a>      |
| Affects       | : | a portion of the premises herein |

As amended or modified by Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

- |               |   |  |
|---------------|---|--|
| Between       | : | LAM Research Corporation, a Delaware corporation |
| And           | : | JAE Oregon, Inc., an Oregon corporation          |
| Dated         | : | December 15, 2023                                |
| Recorded      | : | December 15, 2023                                |
| Recording No. | : | <a href="#">2023-051646</a>                      |

6. Matters as disclosed by [ALTA/NSPS Survey](#) by Clinton H. Stubbs Jr., Northwest Surveying Inc., dated July 28, 2022 and last revised December 13, 2023 as Job No. 1344 as follows:

1. An underground 4" gas line mapped per the underground utility locates is located along the northeasterly portion of the surveyed property and possibly serves the building on Parcel 2. No easement for this utility was included in the documents provided to the Surveyor (see sheets 2, 4 and 5)
2. A water vault, fire department connection and an underground water line mapped per the underground utility locates is located along the northeasterly portion of the surveyed property and possibly serves the building on Parcel 2. No easement for this utility was included in the documents provided to the Surveyor. (see sheet 5)
3. Curb and asphalt with 3 striped parking spaces extend outside the maneuvering easement up to 21.5 feet, as shown. An easement granting this use was not included in the documents provided to the Surveyor. (see sheet 4 and 5)
4. Curb and asphalt extend onto the surveyed property up to 32.2 feet, as shown. An easement granting this use was not included in the documents provided to the Surveyor. (see sheet 4)
5. A storm line extends onto the surveyed property up to 25 feet, as shown. An easement granting this use was not included in the documents provided to the Surveyor. (see sheets 4 and 5)
6. A storm catch basin and a portion of a waterline, marked per utility locates, extend onto the surveyed property near the southeast corner, as shown. An easement granting this use was not included in the documents provided to the Surveyor. (see sheet 6)

7. Easement, including the terms and provisions thereof:

- |               |   |   |
|---------------|---|---|
| For           | : | Existing utilities as defined in the document |
| Granted to    | : | JAE Oregon, Inc., an Oregon corporation       |
| Dated         | : | December 15, 2023                             |
| Recorded      | : | December 15, 2023                             |
| Recording No. | : | <a href="#">2023-051647</a>                   |
| Affects       | : | a portion of the premises herein              |

**END OF SCHEDULE B**



**OWNER'S POLICY OF TITLE INSURANCE**  
Issued by  
**WFG NATIONAL TITLE INSURANCE COMPANY**  
**POLICY NUMBER: 3155441-7203204**

**ALTA Owner's Policy (06-17-06)**

**OTIRO No. PO-04**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**


**COVERED RISKS**

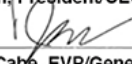
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

**In Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (iii) the occupancy, use, or enjoyment of the Land;
  - (iv) the character, dimensions, or location of any improvement erected on the Land;
  - (v) the subdivision of land; or
  - (vi) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (c) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (d) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (e) resulting in no loss or damage to the Insured Claimant;
  - (f) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (g) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (h) a fraudulent conveyance or fraudulent transfer; or
  - (i) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin,
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity,
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### **4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### **5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure

reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION** Intentionally Deleted

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## **16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## **17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: [claims@wfgnationaltitle.com](mailto:claims@wfgnationaltitle.com).



## Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG’s primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver’s license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’.

### **What Information is Shared?**

**WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.**

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete current and future transactions.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners’ association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

### **How does WFG use your Information?**

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

## **How Do We Store and Protect Your Personal Information?**

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

## **How Long Do We Keep Your Personal Information?**

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

## **Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

## **Links to Third Party Sites**

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.



## **Do Not Track**

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (“Do Not Track”), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

## **Social Media Integration**

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook’s “Like” button, Twitter’s “tweet” button, or the Google+, that particular social network’s plug-in will be activated and your browser will directly connect to that provider’s servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

## **How Can You “Opt-Out?”**

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

## **The “Legal” Notices**

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

**Privacy Notice for California Residents** - <https://national.wfgnationaltitle.com/privacy-notice-california>

**Privacy Notice for Oregon Residents** - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

## **How to Contact Us**

If you have any questions about WFG’s privacy notice or how we protect your information, please contact WFG:

- By email: [Consumerprivacy@willistonfinancial.com](mailto:Consumerprivacy@willistonfinancial.com)
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

## **WFG FAMILY**

WILLISTON FINANCIAL GROUP LLC  
WFG NATIONAL TITLE INSURANCE COMPANY  
WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC  
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC  
WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY  
UNIVERSAL TITLE PARTNERS, LLC  
VALUTRUST SOLUTIONS, LLC

MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC)

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

Rev 12.20.2022

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and other government identification information</li> <li>• Your name, address, phone, and email</li> <li>• Information about the property, any liens and restrictions</li> <li>• Financial Information including credit history and other debt</li> <li>• Financial account information, including wire transfer instructions.</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> <li>• Call 833-451-5718—our menu will prompt you through your choice(s)</li> <li>• Visit us online: <a href="http://bit.ly/WFGsConsumerPrivacyInformationRequestPage">http://bit.ly/WFGsConsumerPrivacyInformationRequestPage</a> or e-mailing us at <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a></li> <li>• Mail the form below</li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 833-451-5718 or Email <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a>

Mail-In Form	
If you have a joint policy, your choices will apply to everyone on your account.	<p>Mark any/all you want to limit:</p> <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</p>
<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>File Number</b>	
	<p>Mail to:</p> <p>Williston Financial Group</p> <p>PRIVACY DEPT</p> <p>12909 SW 68<sup>th</sup> Pkwy,</p> <p>#350</p> <p>Portland, OR 97223</p>

<b>Who we are</b>	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
<b>What we do</b>	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Engage us to provide appraisal, title and escrow services</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
<b>Other important information</b>	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p><b>Privacy Notice for California Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a></p> <p><b>Privacy Notice for Oregon Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-oregon">https://national.wfgnationaltitle.com/privacy-notice-oregon</a></p>	



**COMMERCIAL ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT**

**Attached to Policy No. 3155441-7203204  
Issued by  
WFG National Title Insurance Company**


Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$1000.00**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





## COVENANTS, CONDITIONS AND RESTRICTIONS ENDORSEMENT – UNIMPROVED LAND

Attached to Policy No. 3155441-7203204

Issued by

WFG National Title Insurance Company

Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$1000.00**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land

ALTA Endorsement Form No. 9.1-06 (04/02/12)

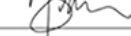
Copyright 2006-2016 American Land Title Association. All rights reserved.


The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



**OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land**

**ALTA Endorsement Form No. 9.1-06 (04/02/12)**

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**ACCESS AND ENTRY ENDORSEMENT**


**Attached to Policy No. 3155441-7203204  
Issued by  
WFG National Title Insurance Company**


Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$125.00**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from SW Tualatin Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





**CONTIGUITY ENDORSEMENT – SINGLE PARCEL**

**Attached to Policy No. 3155441-7203204**

**Issued by**

**WFG National Title Insurance Company**

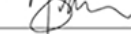
Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$150.00**


The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Easterly boundary line of the Land to be contiguous to the Westerly boundary line of that certain real property conveyed to LAM Research Corporation, a Delaware corporation, by deed recorded March 6, 2017 under recording no. 2017-018737; or
2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary







**SAME AS SURVEY ENDORSEMENT**

**Attached to Policy No. 3155441-7203204**

**Issued by**


**WFG National Title Insurance Company**


Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$100.00**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the ALTA/NSPS Survey by Clinton H. Stubbs Jr., Northwest Surveying Inc., dated July 28, 2022 and last revised December 13, 2023, as Job No. 1344.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





**POLICY AUTHENTICATION ENDORSEMENT**


**Attached to Policy No. 3155441-7203204  
Issued by  
WFG National Title Insurance Company**

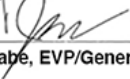
Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$50.00**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





**ALTA 2021 OWNER'S POLICY OF TITLE INSURANCE**

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: WFG National Title Insurance Company  
Issuing Office: 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223  
Issuing Office's ALTA® Registry ID: N/A  
Issuing Office File Number: 23-181855A  
Property Address: no situs SW Leveton Drive, Tualatin, OR 97062

**SCHEDULE A**

Name and Address of Title Insurance Company: **WFG National Title Insurance Company  
12909 SW 68<sup>th</sup> Ave., Suite 350  
Portland, OR 97223**

File No.: **23-181855A** Policy No.: **3177200-7287829**  
Amount of Insurance: **\$2,474,644.00** Premium: **\$7,116.00**  
Address Reference: **no situs SW Leveton Drive, Tualatin, OR 97062**  
Date of Policy: **April 3, 2024 at 9:01 a.m.**

1. Name of Insured:  
**Lam Research Corporation, a Delaware corporation**
  
2. The estate or interest in the Land that is insured by this policy is:  
**Fee Simple**
  
3. Title is vested in:  
**Lam Research Corporation, a Delaware corporation**
  
4. The Land referred to in this policy is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

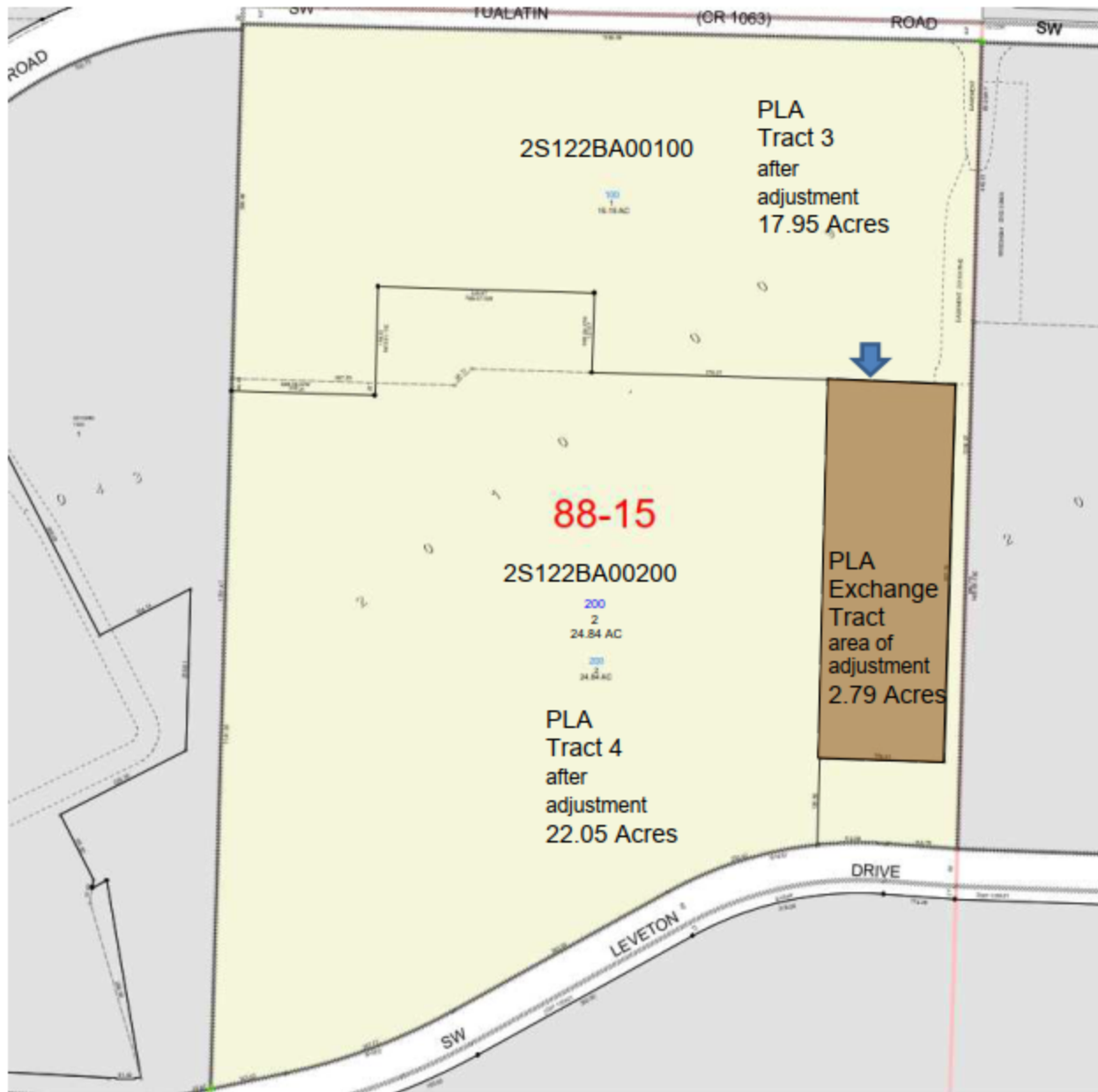
All that certain real property in the County of Washington, State of Oregon, described as follows:

A tract of land created by property line adjustment approval by City of Tualatin No. PLA23-0004, being a portion of Parcel 2, Partition Plat No. 2010-009, located in the northwest one-quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Commencing at a brass disk located at the most southerly southeast corner of Parcel 1 of Partition Plat No. 2010-009, said point being on the northerly right-of-way line of SW Leveton Drive, 30.00 feet northerly of the centerline thereof, when measured at right angles; thence along said northerly right-of-way line, North 85°47'18" West a distance of 112.70 feet to a point of curvature thereon; thence continuing along said northerly right-of-way line, 112.59 feet through the arc of a tangent 630.00 foot radius circular curve to the left, said curve having a central angle of 10°14'24", a chord bearing of South 89°05'30" West and a chord length of 112.44 feet to the most southerly southeast corner of said Parcel 2, and from which point a 5/8 inch iron rod bears North 01°43'45" East a distance of 0.07 feet; thence departing said northerly right-of-way line and along the most southerly east line of said Parcel 2, North 01°43'45" East a distance of 138.88 feet to a 5/8 inch iron rod located at an angle point on the easterly boundary of said Parcel 2 and the Point of Beginning; thence North 01°43'40" East a distance of 607.73 feet to a 5/8 inch iron rod on the most northerly line of said Parcel 2; thence along the most northerly line of said Parcel 2, South 88°16'38" East a distance of 199.91 feet to a 5/8 inch iron rod located at the northeast corner thereof; thence along the most easterly line of said Parcel 2, South 01°43'40" West a distance of 607.77 feet to a 5/8 inch iron rod located at the most easterly southeast corner thereof; thence along the most easterly south line of said Parcel 2, North 88°16'00" West a distance of 199.92 feet to the Point of Beginning.



**Property Line Adjustment Exchange Area**  
 portion of 2S122BA00200 adjusted into 2S122BA00100



*This map is a copy of public record and is provided solely for informational purposes. WFG National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements.*

**ALTA 2021 OWNER'S POLICY OF TITLE INSURANCE**  
**SCHEDULE B**

File No.: **23-181855A**

Policy No: **3177200-7287829**

**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Agreement to maintain stormwater detention and water quality treatment facilities, including the terms and provisions thereof:  
Between : JAE Oregon, Inc.  
And : City of Tualatin  
Recorded : December 24, 2009  
Recording No. : [2009-110981](#)
  
2. Conditions and Restrictions as shown on Partition Plat No. 2010-009:  
Recorded : March 9, 2010  
Recording No. : [2010-018382](#)
  
3. Private stormwater facilities Agreement, including the terms and provisions thereof:  
Between : JAE Oregon, Inc.  
And : City of Tualatin  
Recorded : May 8, 2020  
Recording No. : [2020-039137](#)
  
4. Grant and Reservation of Reciprocal Easements, including the terms and provisions thereof:  
Regarding : Access  
Recorded : May 18, 2010  
Recording No. : [2010-037842](#)

As amended or modified by Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

Between : LAM Research Corporation, a Delaware corporation  
And : JAE Oregon, Inc., an Oregon corporation  
Dated : December 15, 2023  
Recorded : December 15, 2023  
Recording No. : [2023-051646](#)

First Amendment to Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

Between : LAM Research Corporation, a Delaware corporation  
And : JAE Oregon, Inc., an Oregon corporation  
Dated : April 3, 2024  
Recorded : April 3, 2024  
Recording No. : [2024-013606](#)  
Affects : a portion of the premises herein

5. Access Easement Agreement, including the terms and provisions thereof:
- |               |   |  |
|---------------|---|--|
| Between       | : | LAM Research Corporation, a Delaware corporation |
| And           | : | JAE Oregon, Inc., an Oregon corporation          |
| Dated         | : | April 3, 2024                                    |
| Recorded      | : | April 3, 2024                                    |
| Recording No. | : | <a href="#">2024-013607</a>                      |
| Affects       | : | a portion of the premises herein                 |

**END OF SCHEDULE B**



**ALTA OWNER'S POLICY OF TITLE INSURANCE**  
Issued by  
**WFG NATIONAL TITLE INSURANCE COMPANY**  
**POLICY NUMBER: 3177200-7287829**

**This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - a. defect in the Title caused by
    - i. forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
    - ii. failure of any person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

**In Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
  4. No right of access to and from the Land.
  5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
    - a. the occupancy, use, or enjoyment of the Land;
    - b. the character, dimensions, or location of an improvement on the Land;
    - c. the subdivision of the Land; or
    - d. environmental remediation or protection on the Land.
  6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
  7. An exercise of the power of eminent domain, but only to the extent:
    - a. of the exercise described in an Enforcement Notice; or
    - b. the taking occurred and is binding on a purchaser for value without Knowledge.
  8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
  9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
    - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      - ii. voidable transfer under the Uniform Voidable Transactions Act; or
    - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

#### **DEFENSE OF COVERED CLAIMS**

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## CONDITIONS

### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8. d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
  - i. (a). The Insured named in Item 1 of Schedule A;
  - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
  - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
  - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
    - (1). an Affiliate;
    - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
    - (3). a spouse who receives the Title because of a dissolution of marriage
    - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
    - (5). another Insured named in Item 1 of Schedule A.
  - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title

## 2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
  - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
  - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

## 8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

## **9. LIMITATION OF LIABILITY**

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
  - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - ii. cures the lack of a right of access to and from the Land; or
  - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

## **10. REDUCTION OR TERMINATION OF INSURANCE**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

## **13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

## **14. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,

- iii. insure against loss or damage exceeding the Amount of Insurance, or
- iv. increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

**16. CHOICE OF LAW AND CHOICE OF FORUM**

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

**17. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

WFG NATIONAL TITLE INSURANCE COMPANY  
12909 SW 68th Pkwy., Suite 350,  
Portland, OR 97223  
Attention: Claims Department  
(800) 334-8885  
(503) 431-8500  
Email address: [claims@wfgtitle.com](mailto:claims@wfgtitle.com)

**18. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

**19. ARBITRATION – INTENTIONALLY DELETE.**





**COMMERCIAL ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT**

**Attached to Policy No. 3177200-7287829  
Issued by  
WFG National Title Insurance Company**


Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$431.00**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





## COVENANTS, CONDITIONS AND RESTRICTIONS ENDORSEMENT – UNIMPROVED LAND

Attached to Policy No. **3177200-7287829**

Issued by

**WFG National Title Insurance Company**

Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$647.00**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land

ALTA Endorsement Form No. 9.1-06 (04/02/12)

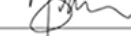
Copyright 2006-2016 American Land Title Association. All rights reserved.


The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



**OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land**

**ALTA Endorsement Form No. 9.1-06 (04/02/12)**

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**CONTIGUITY ENDORSEMENT – SINGLE PARCEL**

**Attached to Policy No. 3177200-7287829**

**Issued by**

**WFG National Title Insurance Company**

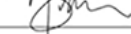
Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$150.00**


The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the North, East and South boundary lines of the Land to be contiguous to the boundary lines of that certain real property conveyed to LAM Research Corporation, a Delaware corporation, by deed recorded December 15, 2023 under recording no. 2023-051645; or
2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





**SAME AS SURVEY ENDORSEMENT**

**Attached to Policy No. 3177200-7287829**

**Issued by**


**WFG National Title Insurance Company**


Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$100.00**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Scott F. Field, Northwest Surveying, Inc., dated April 1, 2024, and designated Job No. 1344.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





**POLICY AUTHENTICATION ENDORSEMENT**


**Attached to Policy No. 3177200-7287829  
Issued by  
WFG National Title Insurance Company**


Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$50.00**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





*First American*

***First American Title Insurance Company***

1 SW Columbia Street, Ste 1600  
Portland, OR 97204  
Phn - (503)222-3651 (800)929-3651  
Fax - (877)242-3513

**MULTNOMAH COUNTY TITLE UNIT**

FAX (877)242-3513

Title Officer: Blake Spencer  
(503)222-3651  
BISpencer@firstam.com

**LOT BOOK SERVICE**

Lam Research  
11155 SW Leveton Drive  
Tualatin, OR 97062

Order No.: 7019-3978352  
July 28, 2022

Attn: Hugh Kingery  
Phone No.: - Fax No.:  
Email: Hugh.Kingery@lamresearch.com

Re:

Fee: \$500.00

We have searched our Tract Indices as to the following described property:

The land referred to in this report is described in Exhibit A attached hereto.

and as of July 20, 2022 at 8:00 a.m.

We find that the last deed of record runs to

Lam Research Corporation, a Delaware Corporation

We find the following apparent encumbrances prior to the effective date hereof:

1. Statutory powers and assessments of Clean Water Services.
2. Private Stormwater Facilities Agreement, including terms and provisions thereof.

Recorded: August 19, 2021 as Fee No. 2021 088690

3. Unrecorded leases or periodic tenancies, if any.

**(The following Exceptions Affects Lot 1)**

4. Easement, including terms and provisions contained therein:  
Recording Information: June 09, 1989 as Fee No. 89026084  
In Favor of: The City of Tualatin  
For: Slope and utility  
Affects: The Southwesterly corner

Document re-recorded July 06, 1989 as Fee No. 89030633

5. Easement, including terms and provisions contained therein:  
Recording Information: November 01, 1989 as Fee No. 89053170  
In Favor of: The City of Tualatin  
For: Slope  
Affects: The Southerly portion
6. The terms and provisions contained in the document entitled "Declaration of Roadway, Utility, Cross-Access and Parking Easements and Restrictive Covenants" recorded March 22, 2002 as Fee No. 2002 033655.
7. Easement, including terms and provisions contained therein:  
Recording Information: April 15, 2002 as Fee No. 2002 044680  
In Favor of: The City of Tualatin  
For: Water line  
Affects: The Southerly portion
8. Revocable Permit (Right-of-Way), including terms and provisions thereof.  
  
Recorded: October 26, 2017 as Fee No. 2017 084661
9. Private Stormwater Facilities Agreement, including terms and provisions thereof.  
  
Recorded: November 02, 2020 as Fee No. 2020 110089

**(The following Exceptions Affects Lot 2)**

10. Easement, including terms and provisions contained therein:  
Recording Information: June 01, 1990 as Fee No. 90028257  
In Favor of: The City of Tualatin  
For: Pedestrian walkway and bikepath  
Affects: The Southerly portion
11. Easement, including terms and provisions contained therein:  
Recording Information: November 23, 1999 as Fee No. 99130427  
In Favor of: The City of Tualatin  
For: Slope, public utility and pedestrian walkway  
Affects: The Northerly portion



12. Easement, including terms and provisions contained therein:  
Recording Information: June 22, 2001 as Fee No. 2001 060136  
In Favor of: Portland General Electric Company, an Oregon corporation  
For: Underground electrical power lines and signal or communication lines  
Affects: The Easterly portion
  
13. The terms and provisions contained in the document entitled "Declaration of Roadway, Utility, Cross-Access and Parking Easements and Restrictive Covenants" recorded March 22, 2002 as Fee No. 2002 033655.
  
14. Easement, including terms and provisions contained therein:  
Recording Information: April 15, 2002 as Fee No. 2002 044680  
In Favor of: The City of Tualatin  
For: Water line
  
15. Revocable Permit (Right-of-Way), including terms and provisions thereof.  
  
Recorded: October 26, 2017 as Fee No. 2017 084661
  
16. Private Stormwater Facilities Agreement, including terms and provisions thereof.  
  
Recorded: November 02, 2020 as Fee No. 2020 110089

**(The following Exceptions Affects Lot 3)**

17. Easement, including terms and provisions contained therein:  
Recording Information: May 05, 1989 as Fee No. 89020417  
For: common access
  
18. Easement, including terms and provisions contained therein:  
Recording Information: November 23, 1999 as Fee No. 99130427  
In Favor of: The City of Tualatin  
For: Slope, public utility and sidewalk and pedestrian  
Affects: The Northerly portion
  
19. The terms and provisions contained in the document entitled "Declaration of Roadway, Utility, Cross-Access and Parking Easements and Restrictive Covenants" recorded March 22, 2002 as Fee No. 2002 033655.

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

We find the following unpaid taxes and city liens:

1. Taxes for the fiscal year 2022-2023 a lien due, but not yet payable

NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount: \$533,346.88  
Map No.: 2S122AB00100  
Property ID: R2107971  
Tax Code No.: 023.76

NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount: \$105,937.14  
Map No.: 2S122AA00500  
Property ID: R2107973  
Tax Code No.: 023.76

NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount: \$67,392.15  
Map No.: 2S122AA00800  
Property ID: R2107974  
Tax Code No.: 023.76

NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount: \$2,343,152.44  
Map No.: 2S122AB00100  
Property ID: R2180033  
Tax Code No.: 023.76

2. City liens, if any, of the City of Tualatin.

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.



*First American*

First American Title Insurance Company  
1 SW Columbia Street, Ste 1600  
Portland, OR 97204

### **Illegal Restrictive Covenants**

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.



**Exhibit "A"**

Real property in the County of Washington, State of Oregon, described as follows:

**PARCEL 1:**

A TRACT OF LAND BEING A PORTION OF PARCELS 1 AND 3, PARTITION PLAT NO. 2001-058, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS SCREW AND WASHER LOCATED AT THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN ROAD, 32.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°42'41" EAST A DISTANCE OF 0.06 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 839.18 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°17'49" WEST A DISTANCE OF 450.67 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'19" EAST A DISTANCE OF 87.37 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 00°24'38" WEST A DISTANCE OF 66.15 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'22" EAST A DISTANCE OF 36.44 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 00°24'41" WEST A DISTANCE OF 779.79 FEET TO A COPPER DISK LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW LEVETON DRIVE, 30.00 FEET NORTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°34'51" WEST A DISTANCE OF 957.07 FEET TO A BRASS DISK LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WEST LINE OF SAID PARCEL 1 AND THE WEST LINE OF SAID PARCEL 3, NORTH 00°06'26" EAST A DISTANCE OF 1294.82 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

A TRACT OF LAND BEING A PORTION OF PARCELS 2 AND 3, PARTITION PLAT NO. 2001-058, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS SCREW AND WASHER LOCATED AT THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN ROAD, 32.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°42'41" EAST A DISTANCE OF 0.06 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 839.18 FEET TO A 5/8 INCH IRON ROD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 1052.10 FEET TO A POINT OF CURVATURE THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 85.91 FEET THROUGH THE ARC OF A 55.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89°29'34", A CHORD BEARING OF SOUTH 44°57'21" EAST AND A CHORD LENGTH OF 77.44 FEET TO A 5/8 INCH IRON ROD LOCATED AT A POINT OF TANGENCY ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 108TH AVENUE, 32.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°12'34" EAST A DISTANCE OF 843.64 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°35'22" WEST A DISTANCE OF 212.34 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38" EAST A DISTANCE OF 306.24 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35'22" WEST A DISTANCE OF 438.80 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38"



EAST A DISTANCE OF 139.01 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35'19" WEST A DISTANCE OF 464.30 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°17'49" EAST A DISTANCE OF 450.67 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND BEING A PORTION OF PARCELS 1 AND 2, PARTITION PLAT NO. 2001-058, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS SCREW AND WASHER LOCATED AT THE NORTHWEST CORNER OF PARCEL 3 OF PARTITION PLAT NO. 2001-058, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN ROAD, 32.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°42'41" EAST A DISTANCE OF 0.06 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 839.18 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°17'49" WEST A DISTANCE OF 450.67 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'19" EAST A DISTANCE OF 87.37 FEET TO A 5/8 INCH IRON ROD AND THE POINT OF BEGINNING; THENCE SOUTH 00°24'38" WEST A DISTANCE OF 66.15 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'22" EAST A DISTANCE OF 36.44 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 00°24'41" WEST A DISTANCE OF 779.79 FEET TO A COPPER DISK LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW LEVETON DRIVE, 30.00 FEET NORTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°34'51" EAST A DISTANCE OF 368.77 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'00" EAST A DISTANCE OF 586.84 FEET TO A BRASS SCREW AND WASHER LOCATED AT A POINT OF CURVATURE THEREON; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 63.19 FEET THROUGH THE ARC OF A 40.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 90°30'34", A CHORD BEARING OF NORTH 45°02'43" EAST AND A CHORD LENGTH OF 56.82 FEET TO A POINT OF TANGENCY ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 108TH AVENUE, 32.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 00°12'34" WEST A DISTANCE OF 359.19 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°35'22" WEST A DISTANCE OF 212.34 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38" EAST A DISTANCE OF 306.24 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35'22" WEST A DISTANCE OF 438.80 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38" EAST A DISTANCE OF 139.01 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35' 19" WEST A DISTANCE OF 376.93 TO THE POINT OF BEGINNING.

## MEETING MINUTES

PROJECT NUMBER: 2240022.00 ISSUE DATE: June 10, 2024  
PROJECT NAME: Lam TUX - Site

RECORDED BY: Ian Sisson – Land Use Planner  
TO: FILE  
PRESENT: Neighbors – See sign-in sheets.  
Todd Fosler, Stefanie McEvers, Jennifer Otterness, Frank Quackenbush, Doug Riggs – Lam Research  
Liatt Braun, David Mustonen, Ben Sommer – Jacobs  
Brent Ahrend, Bill Bezio, Aisha Bouziane, Ian Sisson, Suzannah Stanley – Mackenzie

**SUBJECT: Neighborhood Meeting Minutes (June 5, 2024)**

### INFORMATION ITEMS

1. The meeting began at 6:00 PM. Attendees signed in via the provided sign-in sheets as they arrived.
2. Mackenzie (Suzannah Stanley) started presenting at 6:05 PM with introductions of the project team and an outline for the meeting.
3. Lam (Jennifer Otterness) provided an overview of the proposed project. She discussed the history of the campus and its growth and Lam’s efforts to mitigate impacts to residential neighbors, and described the proposed new buildings, uses, and approach to site plan configuration.
4. Mackenzie (Suzannah Stanley) described the design and permitting process including the neighborhood meeting, land use application review and public hearings, and building permit review. She noted Lam anticipates starting construction in the second half of 2025.
5. Jacobs (Liatt Braun) described the intent and process for developing the site plan and architectural design. She noted the design team includes an array of technical experts and will evaluate potential off-site impacts such as noise and vibration.
6. Mackenzie (Aisha Bouziane) described the proposed landscape plan, including the existing berm to remain and be expanded along SW Tualatin Road, pedestrian experience, stormwater plantings, and parking lot landscaping.
7. Jacobs (Ben Sommer) noted outdoor lighting would be designed to meet code requirements and minimize impacts to adjacent properties.
8. Mackenzie (Brent Ahrend) discussed transportation topics including the proposed new signal at the SW Tualatin Road/SW 115th Avenue intersection, access and circulation for trucks and passenger vehicles, and the proposed scope of the traffic impact analysis, which will include studying the impact of shifting trips from SW Leveton Drive to SW Tualatin Road. He noted the City will need to approve the scope prior to Mackenzie beginning the analysis.

9. Lam (Todd Fosler) said Lam intends to be responsive to neighborhood concerns. He said construction of the project is expected to take two years, occurring within the days/hours allowed under City code, and that construction traffic will access the site from the south.

## **ATTENDEE QUESTIONS AND FEEDBACK**

10. An attendee asked for information about the types of gases to be stored in the bulk gas yard, the volumes and pressures of the stored gases, and Lam's methods for detecting leaks and ensuring safety. Lam (Todd Fosler) listed the gases that are used and confirmed there are no toxics. He described that Lam has multiple layers of safety redundancy and complies with all applicable laws and regulations.
11. An attendee asked how the scope of the traffic impact study is determined. He had reviewed a previous study and noticed it did not include intersections with SW Hazelbrook Road. He would like these intersections included in the study for this project. He anticipates traffic issues on SW 115th Avenue north of Tualatin Road, as well as more congestion on Tualatin Road due to the proposed traffic signal and wanted to know how impacts will be mitigated. Mackenzie (Brent Ahrend) confirmed the study will include the intersections identified on the presentation slide and the needs/methods for mitigation will not be known until the analysis is complete.
12. An attendee asked how many new employees would be associated with the proposed expansion. Lam (Jennifer Otterness) confirmed there would be 600 new seats, but not all seats will be filled immediately; Lam is sizing the campus to accommodate growth over time. She also noted there are currently about 1100-1200 seats on campus.
13. An attendee asked if there will be future meetings with the City regarding traffic issues. Mackenzie (Suzannah Stanley) said there will be public hearings for the land use applications, no specific traffic meetings, and that the project team is open to continue discussing topics of concern with neighbors until then.
14. An attendee asked how many parking spaces are currently on campus and how many spaces the proposal would add/remove. Mackenzie (Suzannah Stanley) said the proposal would result in a net increase of about 500 parking spaces.
15. Attendees expressed concern with possible cut-through traffic in the apartments and neighborhoods by vehicles stuck at the new traffic signal, vision clearance at the southwest corner of the SW Tualatin Road/SW 108th Avenue intersection, and tree removal/root damage associated with proposed parking in the northeast corner of the campus.
16. Multiple attendees expressed concerns with shifting Lam employee traffic onto SW Tualatin Road due to traffic issues and suggested it would be more appropriate to restrict employee traffic to SW Leveton Road and SW 108th Avenue.
17. An attendee asked whether the design team considered placing the new buildings on the north side of campus with parking and vehicle access to the south. Mackenzie (Suzannah Stanley) said multiple layouts had been considered, but the thought was that placing the buildings on the north side of campus may be less desirable to neighbors because of the scale and height of the buildings relative to the neighborhood, potentially causing issues with things like solar access and noise.
18. An attendee said they appreciate Lam's contributions to economic development in Tualatin but are frustrated the surrounding transportation infrastructure hasn't kept up with growth. They expect the proposal to have significant traffic impacts and want to have another opportunity to

- meet with the project team and City staff on this topic once the scope of the traffic study is approved and/or when the study is complete.
19. An attendee expressed safety concerns for children with additional traffic in and adjacent to residential areas and wants the design team to reevaluate the proposed vehicle access to campus.
  20. An attendee said the City conducted a study to evaluate signalizing the intersections of SW Tualatin Road with SW 115th Avenue and SW 108th Avenue which concluded the signals would not mitigate traffic issues. They asked the design team to push back if the City requires the signal at 115th.
  21. Attendees expressed concerns with current neighborhood impacts from traffic on SW Tualatin Road, including excessive vibration and odors from exhaust.
  22. Attendees expressed concerns with the proposed new access to the campus at SW 112th Avenue and noted it was not described in the text of the neighborhood meeting notice, which stated the impact to the berm would be at SW 115th Avenue. They questioned why this access point was necessary and said Lam traffic should not be routed to SW Tualatin Road. They also asked whether this would affect the existing crosswalk at this location. Mackenzie (Suzannah Stanley) said the street number mentioned in the text of the notice in regard to the new driveway was an error. Mackenzie (Brent Ahrend) noted the access would be right-in right-out only.
  23. Attendees expressed concern that the residents of the nearby apartment buildings did not receive the neighborhood meeting notice. Mackenzie (Suzannah Stanley) explained that we mailed notices to addresses identified on the list the City generated, and posted signs on the site. The mailing list included the Owner of the apartment complex. In the future we can attempt to identify apartment unit numbers for additional mailings.
  24. An attendee said Lam's traffic should be directed to the south side of campus, which is adjacent to other industrial uses, rather than north, which is adjacent to residential uses. They would like the design team to come up with a solution that doesn't involve access points on SW Tualatin Road.
  25. An attendee asked why there were no City staff present at the neighborhood meeting. Mackenzie (Suzannah Stanley) confirmed staff knew of the meeting.
  26. An attendee asked if the school district was invited to the neighborhood meeting as the proposal may affect bus routes and stops. Mackenzie (Suzannah Stanley) confirmed the middle school is in the mailing buffer, so the district would have been on the mailing list.
  27. An attendee said the proposed site plan has major flaws and there is consensus among the attendees against the access points on SW Tualatin Road. Jacobs (Liatt Braun) said the intent was to spread trips across the campus rather than having them concentrated onto one street.
  28. An attendee asked if there would be another meeting to discuss traffic impacts. Mackenzie (Suzannah Stanley) said the project team will set up a second neighborhood meeting to continue the discussion and to provide further traffic analysis and possible design alternatives, and that we will ask again that the City attend. Mailed notice will be provided to neighbors in advance of the next meeting and we will try to get contact information for the residents of the apartment complex and include them in the mailing if possible.



29. Attendees expressed concerns with the existing safety of the SW Hazelbrook Road/SW 115th Avenue intersection and that the City has not addressed their requests to study it. They expect the current issues to get worse with the proposed Lam expansion.
30. Mackenzie (Brent Ahrend) discussed the process and timing to finalize the scope of the traffic study, collect and analyze information, and develop conclusions and recommendations to mitigate impacts. He described the methods used for traffic counts, confirmed counts have already been taken at the proposed study area intersections, and will request counts for the Hazelbrook Road intersections to occur prior to the end of the school year.
31. An attendee asked if three access points on Leveton Drive and three on SW 108th Avenue could adequately serve the site without needing to use Tualatin Road. Mackenzie (Brent Ahrend) said further analysis would be needed and noted past analysis showed new access points were needed on 108th to serve Building G, which is currently under construction.
32. An attendee asked if the traffic study would consider the maximum potential utilization of the proposed buildings (i.e., employees occupying all available seats). Mackenzie (Brent Ahrend) confirmed it would.
33. An attendee said they believed Lam leases a building northwest of the main campus and asked if employees could use the existing parking on that site and be shuttled to campus as an alternative to the proposed parking and access plan. Lam (Jennifer Otterness) said that building would no longer be used once Building G is complete, so this would not be an option.
34. Attendees agreed the proposed accesses on SW Tualatin Road were problematic and urged the design team to evaluate alternative options. Mackenzie (Suzannah Stanley) confirmed the team has heard and understands the concerns that were raised and will continue to analyze site design and traffic impacts.
35. An attendee said they hear a hissing sound from their home north of SW Tualatin Road and expressed concern the proposed new driveway opening at 112th would increase off-site noise impacts. Lam (Todd Fosler) said the design team includes a noise consultant that will analyze impacts and engineer mitigation solutions including noise-attenuating enclosures around the bulk gas yard and roof-mounted equipment.

## **ADJOURNMENT**

36. Mackenzie (Suzannah Stanley) thanked everyone for their participation and feedback and provided contact information for key members of the project team. She said the team would take the feedback collected during this meeting into consideration and evaluate possible design alternatives for access and circulation. A second neighborhood meeting will be planned to provide an opportunity for further discussion of traffic impacts and other concerns.
37. The meeting was adjourned at approximately 7:40 PM.





# MACKENZIE.

# SIGN-IN SHEET

P 503.224.9560 • F 503.228.1285 • W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon • Vancouver, Washington • Seattle, Washington

**PROJECT NUMBER:** 2240022.00  
**PROJECT NAME:** Lam TUX - Site  
**FACILITATOR:** Suzannah Stanley

**MEETING DATE:** June 5, 2024  
**MEETING TIME:** 6:00 PM

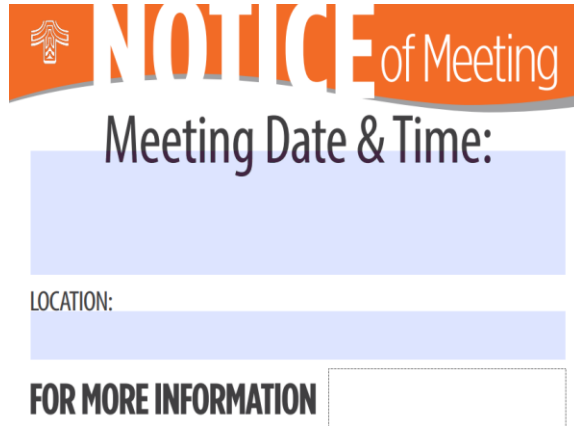
Cathy Baedor 503-419-7484

Mary & Jim Arbuckle 503-691-2079

Kami Hamilton

Lynn Miller 503-486-5188 ~ 503-929-2167

**CERTIFICATION OF SIGN POSTING**



In addition to the requirements of TDC32.150, 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 Lam Research - AR and IMP for TUX Site (PRE24-0008) project, I hereby certify that on this day, May 22, 2024 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 representative:**

~~Applicant's Name:~~ Ian Sisson, Mackenzie  
*(Please Print)*

**Representative's signature:**

~~Applicant's Signature:~~ 

Date: 5-22-2024

**AFFIDAVIT OF MAILING NOTICE**

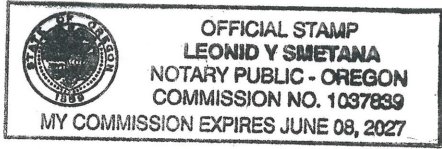
STATE OF OREGON )  
 ) SS  
COUNTY OF WASHINGTON )

I, IAN SISSON being first duly sworn, depose and say:

That on the 22 day of MAY, 2024, 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.

*[Signature]*  
Signature

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of May, 2024.



*[Signature]*  
Notary Public for Oregon  
My commission expires: June 08, 2027

RE: \_\_\_\_\_

# MACKENZIE.

May 22, 2024

Dear Property Owner, Tenant, or Resident:

You are cordially invited to attend a meeting to review a proposed expansion of the Lam Research campus. The meeting will be held in person at:

Juanita Pohl Center  
8513 SW Tualatin Road  
Tualatin, OR 97062

**Wednesday, June 5 at 6:00 PM**

The Lam Research campus is located at 11155 SW Leveton Drive in Tualatin. The proposal would add three new buildings on the south (SE Leveton Road) side of the campus and expand parking on the north (SW Tualatin Road) side of the campus. The project will require Architectural Review and an updated Industrial Master Plan, both of which are “Type III” land use reviews by the City of Tualatin, including public hearing procedures. The project will be designed to meet Tualatin Development Code standards, such that no variance requests are anticipated.

The June 5 meeting will allow the project team to share the development proposal with interested neighbors. You will have the opportunity to review preliminary plans and identify topics of interest or issues the design team should consider.

## PROJECT OVERVIEW

Lam is Oregon’s largest semiconductor equipment company, with a strong presence in the state for more than 20 years. Lam is excited to be able to expand its Tualatin campus, providing more jobs and revenue to the community and capitalizing on the rich semiconductor talent in the area, which is one of the leading hubs for chipmaking and technology innovation in the United States. This project (aka “TUX”) will add a new laboratory building, offices, and utilities hub to the Lam campus:

- Offices and Engineering Building (“T”): 160,000 SF
- Central Utility Building (“U”): 48,000 SF
- Laboratory/Research and Development Building (“X”): 250,000 SF (over two phases)

The TUX design is aligned with [Lam’s Environmental, Social, and Governance \(ESG\) goals](https://www.lamresearch.com/company/environmental-social-and-governance/)<sup>1</sup>. Sustainability targets for TUX include Net Zero and LEED certification.

<sup>1</sup> <https://www.lamresearch.com/company/environmental-social-and-governance/>



## ADDITIONAL DETAILS YOU MAY WANT TO KNOW

### Buildings

- **Architectural Design:** The proposed buildings will be consistent with the materials and colors of the existing buildings across the campus.
- **Height and Scale:** The proposed buildings will be similar in height and scale with existing buildings on the campus. Building heights will be within the parameters allowed by the City of Tualatin.
- **Mechanical Equipment:** Rooftop equipment will be screened as required by the City of Tualatin's design standards.
- **Noise:** No significant noise impacts are anticipated. The design team is working with a specialized consultant with the goal of not increasing the noise levels produced by existing operations.
- **Air Quality:** No new types of chemicals or bulk gases will be used in the expanded operations and air quality will meet all applicable federal, state, and local regulations.
- **Sustainability:** The design team is pursuing LEED certification for the proposed new buildings.

### Site Elements

- **Outdoor Lighting:** The lighting plan will be designed to minimize off-site impacts and will comply with the City of Tualatin's code requirements to direct illumination away from streets and residential areas.
- **Berm:** The existing mature landscape berm is an important piece of the Lam campus and its relationship to surrounding neighbors. The berm will be extended to the west, and the existing section will remain in place, except for a new driveway, which will form a south leg of the 115th Avenue intersection.
- **Trees:** New landscaping will result in a net gain in the number of trees across the campus.

### Transportation

- **Access and Signal:** The City's Transportation System Plan (TSP) calls for a future signal at the SW Tualatin Road/SW 115th Avenue intersection to meet traffic/circulation needs as the community grows. The south approach of this intersection is currently a driveway for JAE and emergency access for Lam. With the project, the driveway will be opened for access to the expanded parking area and continue to provide access to JAE. It is expected the traffic signal will be installed with the change in access to the Lam parking areas.
  - The site circulation patterns will discourage any cut-through traffic between Tualatin Road and Leveton Road and landscaping or screening will be provided to minimize visibility into the campus from Tualatin Road and 115th Avenue.
  - Lam plans to design the project to minimize the number of cut-through trips using 115th Avenue to travel to Highway 99W.
- **Parking:** Parking demands will be accommodated entirely on-site, and parking will be concentrated on the northern edge of the site to reduce the impact of the buildings and equipment areas on the residential area to the north.
- **Trucks:** Truck access to the Lam campus will continue to be from Leveton Road – no trucks will be added to Tualatin Road.
- **Traffic Impact Analysis:** The City of Tualatin will require a TIA to address impacts of the project on the surrounding transportation network. Work on the TIA is just beginning.

### Construction

- **Duration:** Approximately two years to complete all phases of construction.



May 22, 2024

Page 3

- **Hours/Impacts:** Construction will occur during normal business hours and will comply with all City of Tualatin noise ordinances. Most of the construction noise and other impacts will occur in the morning hours. No night operations are planned. Lam will be fully engaged during construction and will monitor noise and other impacts.
- **Traffic:** Construction vehicles will be routed on Leveton Drive and will park in designated contractor parking areas on Lam property.

## PROCESS

Lam intends to submit the Architectural Review and Industrial Master Plan applications to the City of Tualatin by the end of June 2024. After the City determines the applications to be complete, the City will schedule two public hearings to review the proposal, which will require additional public notice to surrounding neighbors. Following land use approval, the project team will proceed to submit for building permits in phases, beginning with site grading and utilities, followed by construction of building foundations and walls, and then final build-out. Construction is anticipated to begin in the third quarter of 2025 and be completed by the second quarter of 2027.

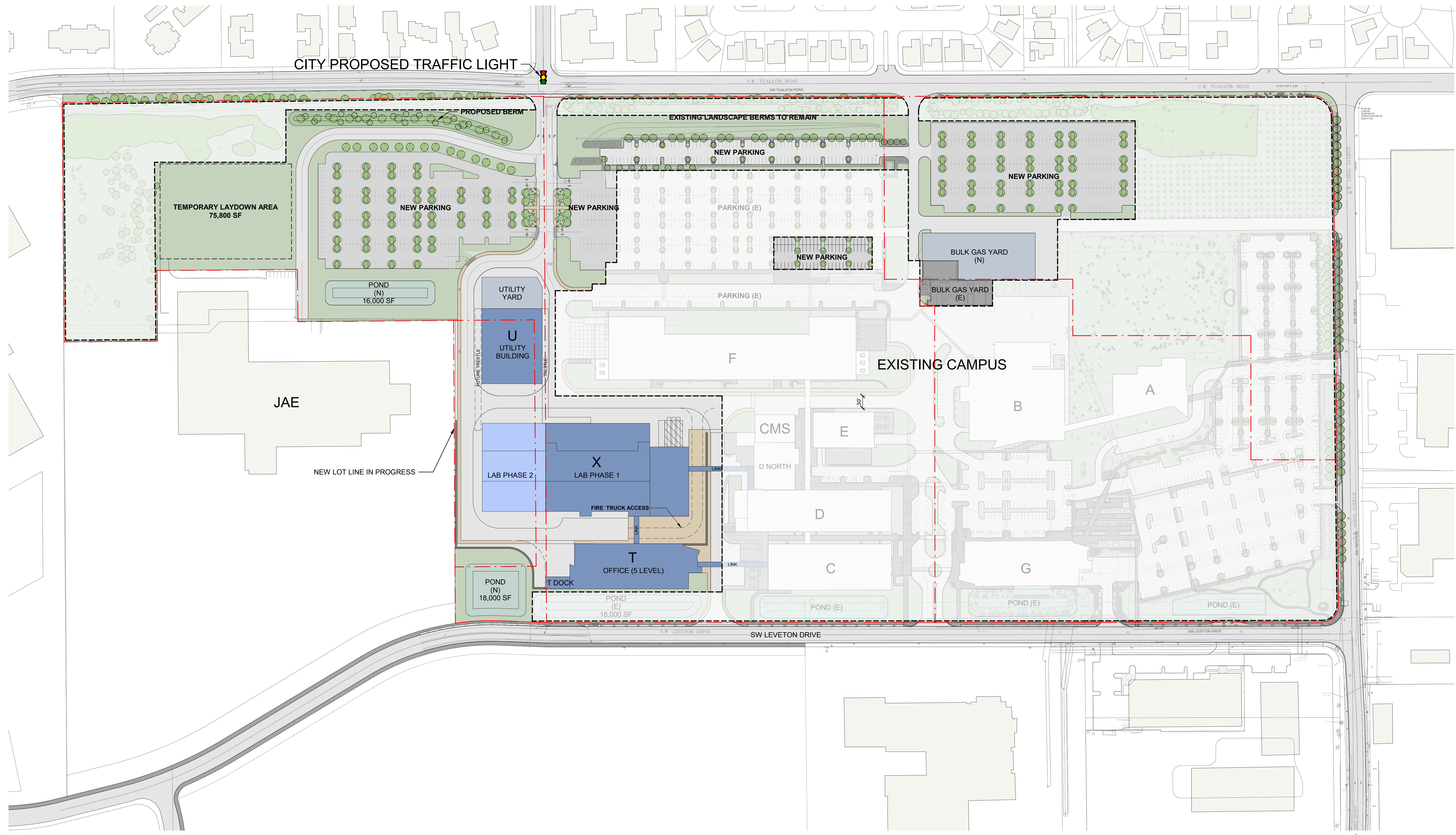
Please contact me (Suzannah Stanley, 971-346-3808 or [ssstanley@mcknze.com](mailto:ssstanley@mcknze.com)) if you have questions regarding the land use review process for this project. For questions about Lam's ESG goals or campus operations, please contact [Todd.Fosler@lamresearch.com](mailto:Todd.Fosler@lamresearch.com), Project Manager, or [Chad.Oyler@lamresearch.com](mailto:Chad.Oyler@lamresearch.com), ESG and Environmental Health & Safety.

Sincerely,



Suzannah Stanley  
Land Use Planner

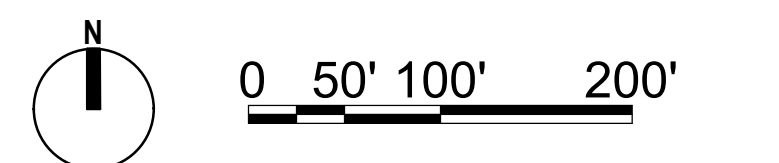
Enclosure(s): Attachment A – Preliminary Site Plan

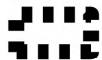
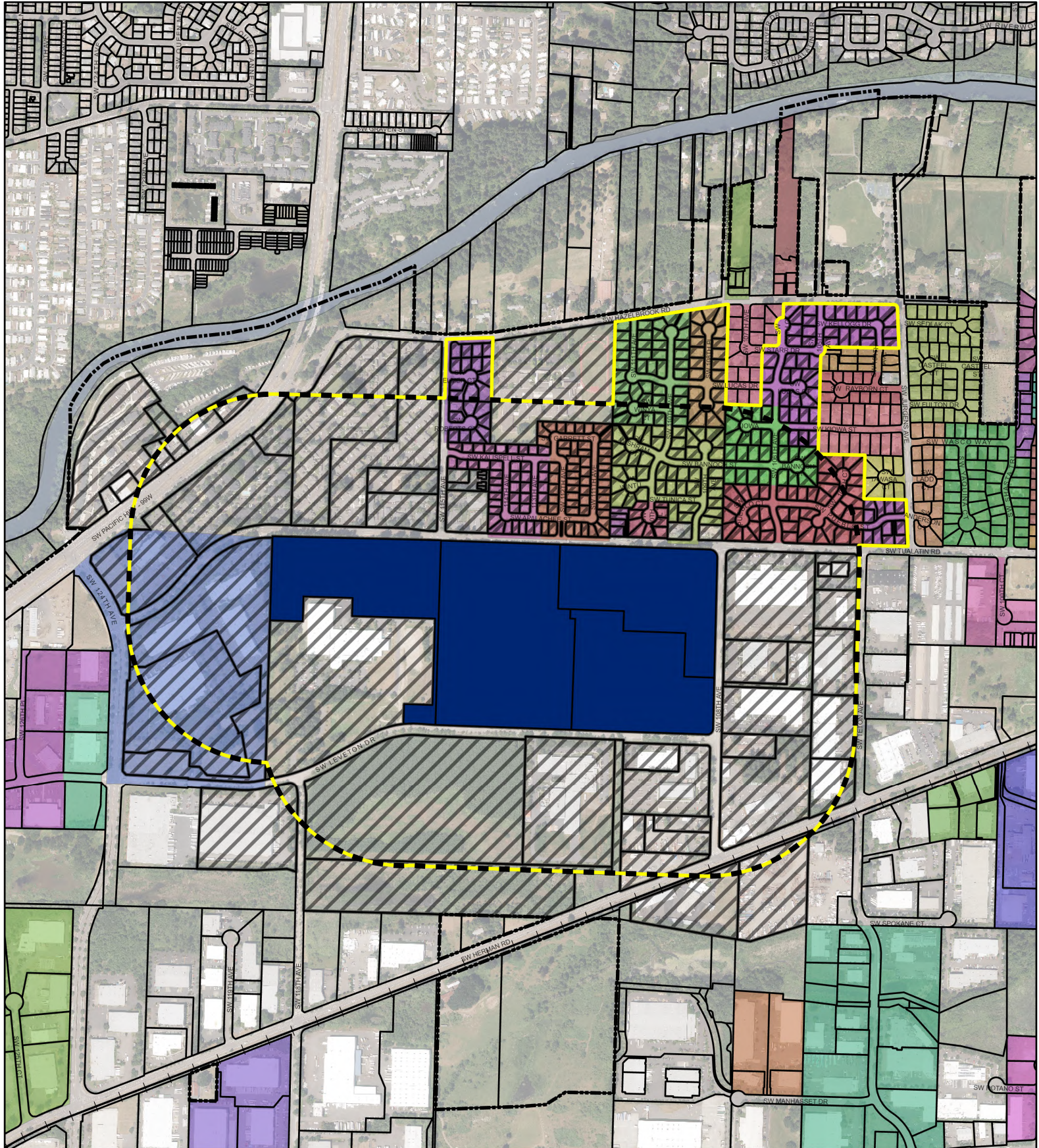


**LEGEND**

- EXISTING BUILDINGS
- NEW BUILDINGS (142,000 SF FLOOR PLATE)
- NEW BUILDINGS PHASE 2 (36,000 SF FP)
- NEW YARDS
- SITE BOUNDARY
- NEW PEDESTRIAN / AREA
- DRIVE AREA
- DETENTION POND
- LANDSCAPE & BERM

TOTAL LAM CAMPUS SITE AREA: 76 ACRES





1000' Buffer



1000' Buffer with Subdivisions



Selected Taxlots



12345 SW LEVETON LLC  
1730 SW SKYLINE BLVD, STE #121  
PORTLAND, OR 97221

18355 SW TETON AVENUE TUALATIN OR  
LLC  
17455 SW RIDGEVIEW LN  
LAKE OSWEGO, OR 97034

3 J'S PROPERTIES LLC  
10400 SW TUALATIN RD  
TUALATIN, OR 97062

AAA OREGON/IDAHO  
600 MARKET ST  
PORTLAND, OR 97201

ABBOTT TUALATIN LLC  
3030 BRIDGEWAY STE 100  
SAUSALITO, CA 94965

ABERNATHY TRAVIS E & ABERNATHY  
AMANDA M  
17860 SW 114TH AVE  
TUALATIN, OR 97062

ABRAMS HOWARD R REV LIV TRUST  
7799 SW MONTCLAIR DR  
PORTLAND, OR 97225

ACKERMAN CLINTON  
17987 SW 106TH AVE  
TUALATIN, OR 97062

ACKLEY KRISTEN & ROTTMAN ERIK A  
17961 SW 105TH CT  
TUALATIN, OR 97062

ADAMS KAREN E TRUST &  
BARTHOLOMEW BRIAN J  
17445 SW 104TH AVE  
TUALATIN, OR 97062

ADAMS SHEILA D  
10915 SW TUALATIN RD  
TUALATIN, OR 97062

AIELLO FAMILY TRUST  
10650 SW PUEBLO CT  
TUALATIN, OR 97062

ALBERTSON BRUCE & ALBERTSON JUDY  
11415 SW ELMER CT  
TUALATIN, OR 97062

ALBERT GARY J & ALBERT LISA J  
17630 SW 108TH PL  
TUALATIN, OR 97062

AMAN FAMILY TRUST  
17435 SW 108TH PL  
TUALATIN, OR 97062

ANDERSON DEBORAH M  
11045 SW TUALATIN RD  
TUALATIN, OR 97062

ANDERSON EDWARD JOEL & GADKARI  
SHRUTI UDAY  
11029 SW TUALATIN RD  
TUALATIN, OR 97062

APOSTOLIC LUTHERAN CHURCH OF  
PORTLAND  
PO BOX 23312  
TIGARD, OR 97223

ARBUCKLE JAMES F & ARBUCKLE MARY D  
11400 SW ELMER CT  
TUALATIN, OR 97062

ARNDT RONALD C 2015 TRUST  
80395 WEISKOPF  
LA QUINTA, CA 92253

ARROYO CHRIS & ARROYO JAQUELINE C  
10515 SW STARR DR  
TUALATIN, OR 97062

ASAI C&C JOINT TRUST  
10555 SW KIOWA ST  
TUALATIN, OR 97062

ASCENTEC ENGINEERING LLC  
18500 SW 108TH AVE  
TUALATIN, OR 97062

AUGUSTYNIAK EDWARD J & SUJCZYNSKA  
MONIKA J  
10555 SW BANNOCH CT  
TUALATIN, OR 97062

BAEDOR FAMILY TRUST  
17775 SW 111TH AVE  
TUALATIN, OR 97062

BAILEY TRUST  
17971 SW 106TH AVE  
TUALATIN, OR 97062

BAIRD LEAH J  
17610 SW 108TH PL  
TUALATIN, OR 97062

BANEY JOACHIM E  
PO BOX 3474  
PORTLAND, OR 97208

BANTA BRYCE & BANTA RENE  
17880 SW 110TH AVE  
TUALATIN, OR 97062

BARRACLOUGH RODNEY P JR &  
BARRACLOUGH SANDRA  
11475 SW ELMER CT  
TUALATIN, OR 97062

BARROW BRAD JAMES & BARROW  
SYDNEY ANTONETTE  
10850 SW BANNOCH ST  
TUALATIN, OR 97062

BARTHOLOMEW MARY C TRUST  
10570 SW KIOWA ST  
TUALATIN, OR 97062

BATEMAN TRUST  
17875 SW 114TH AVE  
TUALATIN, OR 97062

BAUMANN THOMAS K & BAUMANN  
ROSEMARIE D  
10500 SW KIOWA ST  
TUALATIN, OR 97062

BAXTER CHRISTOPHER & BAXTER  
STEPHANIE  
10606 SW BANNOCH CT  
TUALATIN, OR 97062

BELL TAMERA J & JURCHEN STEVEN L  
10644 SW PUEBLO ST  
TUALATIN, OR 97062

BENEDICT ELIZABETH A  
10460 SW KELLOGG DR  
TUALATIN, OR 97062

BENKE FAMILY TRUST  
17400 SW 106TH CT  
TUALATIN, OR 97062

BENNETT JENNIFER ANN & FRICK  
BENJAMIN JOHN  
11030 SW WINTU CT  
TUALATIN, OR 97062

BERG TOR L & BERG CHERYL L  
17880 SW 113TH AVE  
TUALATIN, OR 97062

BERGGREN TERESA DORAN REV LIV TRUST  
11115 SW GARRETT ST  
TUALATIN, OR 97062

BERGGREN BRAD J & BERGGREN ROBERTA  
K  
11425 SW KALISPELL ST  
TUALATIN, OR 97062

BIEHLER ROBYN L  
17750 SW 112TH AVE  
TUALATIN, OR 97062

BILITZ MARTIN & BILITZ MICHAELA  
DANIELA  
10479 SW PUEBLO ST  
TUALATIN, OR 97062

BIXEL JENNIFER  
10455 SW KELLOGG DR  
TUALATIN, OR 97062

BLAKEY BLAKE & BLAKEY DOMENIQUE  
11400 SW APALACHEE ST  
TUALATIN, OR 97062

BLATT CHARLES M JR & BLATT NAOMI T  
17897 SW 105TH CT  
TUALATIN, OR 97062

BLUM MARY LOU  
11020 SW WISHRAM CT  
TUALATIN, OR 97062

BORTHWICK MELODY  
10461 SW PUEBLO ST  
TUALATIN, OR 97062

BRISAN MARIUS M & BRISAN LIDIA M  
17850 SW 113TH AVE  
TUALATIN, OR 97062

BROCKWAY FAMILY TRUST  
17455 SW 108TH PL  
TUALATIN, OR 97062

BROOKS STEVEN K & DAVIS HEATHER M  
15532 SW PACIFIC HWY #CIB111  
TIGARD, OR 97224

BROPHY JEFFREY E & BROPHY DANETTE M  
11465 SW KALISPELL ST  
TUALATIN, OR 97062

BROWNE AARON J & BROWNE KELLIE G  
11035 SW WISHRAM CT  
TUALATIN, OR 97062

BRYANT SYDNAY & BRYANT JAKE  
11420 SW ROBERTS CT  
TUALATIN, OR 97062

BUCKNER ORVILLE KERN III TRUST  
17890 SW 110TH AVE  
TUALATIN, OR 97062

BURDICK EILEEN T & BURDICK  
CHRISTOPHER J  
17430 SW 104TH AVE  
TUALATIN, OR 97062

BURNS JACK S  
17785 SW 113TH AVE  
TUALATIN, OR 97062

BUSHNELL TODD MICHAEL  
17960 SW 111TH AVE  
TUALATIN, OR 97062

CABLE SAMUEL & CABLE MARLENE  
11225 SW APALACHEE ST  
TUALATIN, OR 97062

CAGLE STEVEN & CAROLYN LIV TRUST  
10777 SW KIOWA CT  
TUALATIN, OR 97062

CALDER KENNETH D & CALDER MARY C  
10945 SW TUNICA ST  
TUALATIN, OR 97062

CALMAX TECHNOLOGY INC  
3491 LAFAYETTE ST  
SANTA CLARA, CA 95054

CAVEN JEREMY LIONEL  
17870 SW 111TH AVE  
TUALATIN, OR 97062

CERO JEFFREY C & CERO CARISSA  
11410 SW KALISPELL ST  
TUALATIN, OR 97062

CHALFAN TRUST  
4095 WESTBAY RD  
LAKE OSWEGO, OR 97035

CHALISE PRAVEEN & CHALISE DEEPA  
17625 SW 108TH PL  
TUALATIN, OR 97062

CHAMBERS LIV TRUST  
10595 SW BANNOCH CT  
TUALATIN, OR 97062

CHAMBERLAIN HUSSA PROPERTIES  
18755 SW TETON AVE  
TUALATIN, OR 97062

CHANG SARAH  
11360 SW APALACHEE ST  
TUALATIN, OR 97062

CHAUNCEY LOIS  
17890 SW 112TH AVE  
TUALATIN, OR 97062

CHEN DAVID & CALIXTRO ELIZABETH  
10720 SW KIOWA CT  
TUALATIN, OR 97062

CHONG CHRISTOPHER A & CHONG  
KIRSTEN J  
5870 SW WICHITA ST  
TUALATIN, OR 97062

CHRISTIAN LOU A & CHRISTIAN TINA L  
10677 SW BANNOCH ST  
TUALATIN, OR 97062

CLARK DAVID A & CLARK CATHERINE M  
10639 SW PUEBLO CT  
TUALATIN, OR 97062

CLARK MONICA J & CLARK LONNY T  
10525 SW LUCAS CT  
TUALATIN, OR 97062

CLARK CHARLES L TRUST  
17875 SW 110TH AVE  
TUALATIN, OR 97062

COCKRELL WILLIAM D & COCKRELL  
PAMELA K  
11460 SW ROBERTS CT  
TUALATIN, OR 97062

CODINO VAL H & CODINO LOIS D  
17962 SW 105TH CT  
TUALATIN, OR 97062

COMPTON JAY W  
17595 SW 110TH AVE  
TUALATIN, OR 97062

CONNER DANIEL J & CONNER SHARON W  
10650 SW KIOWA CT  
TUALATIN, OR 97062

CORR FAMILY REV TRUST  
17585 SW 111TH AVE  
TUALATIN, OR 97062

COSNER BERNADATTE M LIV TRUST  
17890 SW 115TH AVE  
TUALATIN, OR 97062

COX LEE H & COX CHRISTINA R  
17825 SW 114TH AVE  
TUALATIN, OR 97062

CR RIVERCREST MEADOWS COMMUNITIES  
LLC  
444 W BEECH ST #300  
SAN DIEGO, CA 92101

CRALL RICHARD F & CRALL BARBARA M  
10055 SW WASCO WAY  
TUALATIN, OR 97062

CROSS THOMAS A & CROSS DIANE RUTH  
17845 SW 114TH AVE  
TUALATIN, OR 97062

CYPRESS PARISH LLC  
16750 SE KENS CT  
MILWAUKIE, OR 97267

DEAVILLE CASEY D  
17970 SW 105TH CT  
TUALATIN, OR 97062

DEBRAUWERE LIV TRUST  
11100 SW LUCAS DR  
TUALATIN, OR 97062

DEHEN PAUL V & DEHEN ROBERTA A  
10995 SW TUNICA ST  
TUALATIN, OR 97062

DEJONG STEVEN & DEJONG KAITLIN  
17350 SW 108TH PL  
TUALATIN, OR 97062

DIXON ROBERT W  
17967 SW 110TH PL  
TUALATIN, OR 97062

DOLAK TYLER JOHN & MCMUNN  
KRISTIANA NICHOLE  
17795 SW 111TH AVE  
TUALATIN, OR 97062

DONAUGH ANTHONY M & DONAUGH  
CHRISTI S  
10651 SW PUEBLO CT  
TUALATIN, OR 97062

DONOHUE NICHOLAS MICHAEL  
17800 SW 113TH AVE  
TUALATIN, OR 97062

DOWNING DARYL & DOWNING CHRISTINE  
17865 SW 111TH AVE  
TUALATIN, OR 97062

DRAPER JAMES A & JANICE F TRUST  
17755 SW 106TH AVE  
TUALATIN, OR 97062

DUE NORTH PROPERTIES LLC  
401 E FIRST ST #1062  
NEWBERG, OR 97132

DUPUIS KENNETH & DUPUIS ERIN  
17550 SW 110TH AVE  
TUALATIN, OR 97062

DUPUIS FAMILY TRUST  
17460 SW 110TH AVE  
TUALATIN, OR 97062

EASTMAN ROBYN T & EASTMAN SANDY M  
17770 SW 113TH AVE  
TUALATIN, OR 97062

EDWARDS MARK  
17986 SW 110TH PL  
TUALATIN, OR 97062

ESTRADA ALFRED & ESTRADA SHARON  
17460 SW 111TH AVE  
TUALATIN, OR 97062

FB TRUST  
10910 SW BANNOCH ST  
TUALATIN, OR 97062

FENN DENNIS LESLIE & FENN ROBERTA  
JEAN  
11440 SW ROBERTS CT  
TUALATIN, OR 97062

FISH TAMMY G & FISH WAYNE L  
17475 SW 108TH PL  
TUALATIN, OR 97062

FITCH JACQUELINE DARLENE & FITCH  
JOHN WALLACE  
17915 SW 113TH AVE  
TUALATIN, OR 97062

FLORES SAMANTHA & PENA JOSE  
ROBERTO  
11380 SW APALACHEE ST  
TUALATIN, OR 97062

FOILES LESLIE E & FOILES VICTORIA A  
10960 SW TUNICA ST  
TUALATIN, OR 97062

FORD KEVIN & LOCKE EMMA  
11495 SW ELMER CT  
TUALATIN, OR 97062

FORD JOHN E & AMES STEPHANIE  
17953 SW 110TH PL  
TUALATIN, OR 97062

FRAINEY BRIAN A & FRAINEY ABIGAIL J  
11155 SW GARRETT ST  
TUALATIN, OR 97062

FRANKLIN MELLISA & FRANKLIN IGNACIO  
17425 SW 105TH AVE  
TUALATIN, OR 97062

FRANKLINIA LLC  
6107 SW MURRAY BLVD #175  
BEAVERTON, OR 97008

FRIEDMAN MARK E REV TRUST &  
FRIEDMAN JOHNNALEE L REV TRUST  
17355 SW 105TH AVE  
TUALATIN, OR 97062

FRONCZAK GREG JOHN  
11450 SW KALISPELL ST  
TUALATIN, OR 97062

FUJIMI CORPORATION  
11200 SW LEVETON DR  
TUALATIN, OR 97062

GALLARDO MICHAEL & MIELE SARA  
10680 SW KIOWA CT  
TUALATIN, OR 97062

GALLAGHER RON MICHAEL & GALLAGHER  
KELLY MORIARTY  
17975 SW 109TH AVE  
TUALATIN, OR 97062

GALVIN JEREMY & GALVIN ANDREA  
17950 SW 112TH AVE  
TUALATIN, OR 97062

GARSKÉ TRAVIS W  
PO BOX 729  
COLBERT, WA 99005

GILBERTSON CHRISTOPHER C &  
GILBERTSON HEIDI S  
17435 SW 110TH AVE  
TUALATIN, OR 97062

GIMARELLI-BAST TERRA  
11120 SW GARRETT ST  
TUALATIN, OR 97062

GIRDNER DOUGLAS R & GIRDNER SANDRA  
L  
10623 SW PUEBLO CT  
TUALATIN, OR 97062

GITT SHARON M  
10435 SW KELLOGG DR  
TUALATIN, OR 97062

GITT SEAN C & GITT MELISSA A  
17770 SW 110TH AVE  
TUALATIN, OR 97062

GLASSER FAMILY REV TRUST  
11035 SW LUCAS DR  
TUALATIN, OR 97062

GODFREY DAVID E & GODFREY LISA J  
17410 SW 110TH AVE  
TUALATIN, OR 97062

GONZALEZ JULIE A REV TRUST  
17565 SW 110TH AVE  
TUALATIN, OR 97062

GONZALEZ RODOLFO GUERRERO &  
GUZMAN JOSE LUIS AMEZCUA  
17780 SW 114TH AVE  
TUALATIN, OR 97062

GOVINDAN ANUMARLA & GOVINDAN  
SODHARI  
11460 SW HAZELBROOK RD  
TUALATIN, OR 97062

GRAHAM CONNIE L REV TRUST  
17500 SW 111TH AVE  
TUALATIN, OR 97062

GREENE JOHN W & GREENE SUSAN  
17915 SW 114TH AVE  
TUALATIN, OR 97062

GREEN GARY L & GREEN JANIS A  
10695 SW KIOWA CT  
TUALATIN, OR 97062

GREEN CRAIG D  
17885 SW 110TH AVE  
TUALATIN, OR 97062

GUILFOYLE CAROL L TRUST  
10795 SW BANNOCH ST  
TUALATIN, OR 97062

GUTOWSKI MARK A  
11070 SW WINTU CT  
TUALATIN, OR 97062

GUY CARRIE & GUY TIMOTHY M  
10482 SW PUEBLO CT  
TUALATIN, OR 97062

HACKBARTH JANICE V  
10585 SW KIOWA ST  
TUALATIN, OR 97062

HALL STEPHEN C & HALL WENDY S  
10799 SW LUCAS DR  
TUALATIN, OR 97062

HAMILTON PAUL CHARLES & HAMILTON  
JOAN E  
PO BOX 3207  
TUALATIN, OR 97062

HAMILTON BRETT T & HAMILTON KAMI R  
11430 SW KALISPELL ST  
TUALATIN, OR 97062

HANNEGAN MICHAEL L  
17992 SW 110TH PL  
TUALATIN, OR 97062

HANNON RACHELLE S & HANNON JEFFREY  
T  
17440 SW 105TH AVE  
TUALATIN, OR 97062

HANSON TIMOTHY J & HANSON SUSAN E  
17690 SW 110TH AVE  
TUALATIN, OR 97062

HARRIS DEGAY C & OBIDIGBO OBINNA  
KINGSLEY  
11037 SW TUALATIN RD  
TUALATIN, OR 97062

HARTFEIL DERICH & HARTFEIL ELEANOR  
11170 SW APALACHEE ST  
TUALATIN, OR 97062

HAUPERT REV TRUST  
10415 SW KELLOGG DR  
TUALATIN, OR 97062

HAYES RYAN D & ANCHARSKI NANCY  
11025 SW WINYA CT  
TUALATIN, OR 97062



HEIN CHRISTOPHER HAROLD & HEIN  
SUSANNE BIRGIT  
10975 SW TUNICA ST  
TUALATIN, OR 97062

HELSEY LLC  
PO BOX 1569  
TUALATIN, OR 97062

HELTNESS ERIC TODD & HELTNESS CHERYL  
LYNN  
10632 SW PUEBLO CT  
TUALATIN, OR 97062

HEMANN MAURA A REV LIV TRUST  
10645 SW PUEBLO CT  
TUALATIN, OR 97062

HENRY DAVID & SHARI LIV TRUST  
10355 SW KELLOGG DR  
TUALATIN, OR 97062

HENSLEY TRACY L & BARTELS AARON  
DAVID  
17980 SW 109TH AVE  
TUALATIN, OR 97062

HERINCKX JEFFREY & HERINCKX CHANDA  
S  
10560 SW LUCAS CT  
TUALATIN, OR 97062

HERR DANIEL J & HERR CAMILLE  
17655 SW 111TH AVE  
TUALATIN, OR 97062

HEWITT KRISTY K & HEWITT MARSHALL  
17815 SW 111TH AVE  
TUALATIN, OR 97062

HILDEBRAN REED & HILDEBRAN SALLY J  
10500 SW BANNOCH CT  
TUALATIN, OR 97062

HILLIARD DAVID M & DRAPER ELIZABETH L  
10316 SW PUEBLO ST  
TUALATIN, OR 97062

HINDS FAMILY TRUST  
17900 SW 115TH AVE  
TUALATIN, OR 97062

HIRTE EDWIN K & HIRTE TERESA J  
11450 SW ELMER CT  
TUALATIN, OR 97062

HISLOP BRENT & HISLOP CLAUDIA  
11425 SW ROBERTS CT  
TUALATIN, OR 97062

HOLMES TRUST  
11025 SW WINTU CT  
TUALATIN, OR 97062

HOOVER DEVIN & HOOVER KRISTEN  
11315 SW KALISPELL ST  
TUALATIN, OR 97062

HOURLANI JIHAD & SHIKHA HAYAT  
11490 SW KALISPELL ST  
TUALATIN, OR 97062

HOWELL ZACHARY P & HOWELL REBECCA  
J  
17535 SW 111TH AVE  
TUALATIN, OR 97062

HR LLC  
18280 SW 108TH AVE  
TUALATIN, OR 97062

HUGEBACK BENJAMIN L & HUGEBACK  
JULIET F  
11135 SW GARRETT ST  
TUALATIN, OR 97062

HURDLE FAMILY REV TRUST  
15927 SE LARK AVE  
MILWAUKIE, OR 97267

HUTCHISON BERNADETTE SEP PROP REV  
LIV TRUST  
17430 SW 111TH AVE  
TUALATIN, OR 97062

HYATT SEAN & HYATT LISA  
10755 SW KIOWA CT  
TUALATIN, OR 97062

IDM-OREGON LLC  
1101 SE TECH CENTER DR STE 160  
VANCOUVER, WA 98683

IMBLER-YOUNG DIANE REV LIV TRUST  
17485 SW 110TH AVE  
TUALATIN, OR 97062

IMUS ROBERT G & DEBORAH R IMUS LIV  
TRUST  
17895 SW 109TH AVE  
TUALATIN, OR 97062

JAE OREGON INC  
11555 SW LEVETON DR  
TUALATIN, OR 97062

JAFFEE CAROLINE JOHANNA & JAFFEE JAY  
17350 SW 106TH CT  
TUALATIN, OR 97062

JAGODNIK BRIAN & JAGODNIK LAUREN  
10536 SW PUEBLO ST  
TUALATIN, OR 97062

JAMES FAMILY INVESTMENT LLC  
20675 SW LEBEAU RD  
SHERWOOD, OR 97140

JANSSEN JILLIAN & JANSSEN JARED  
10595 SW LUCAS CT  
TUALATIN, OR 97062

JASTER ALEXIS  
10760 SW KIOWA CT  
TUALATIN, OR 97062

JEWELL THOMAS G & JEWELL DANA P  
17400 SW 104TH AVE  
TUALATIN, OR 97062

JIRICEK AARON G & KARINA B REV LIV  
TRUST  
10525 SW KIOWA ST  
TUALATIN, OR 97062

JODOIN MICHAEL A & JODOIN NANCY  
17810 SW 112TH AVE  
TUALATIN, OR 97062

JOHNSON PHILLIP TILO  
17445 SW 111TH AVE  
TUALATIN, OR 97062

JOHNSON KIT & JOHNSON AMY  
17560 SW 111TH AVE  
TUALATIN, OR 97062

JONES ROBERT ALAN & JONES SHELLEY  
DIANE  
17964 SW 110TH PL  
TUALATIN, OR 97062

KAWAL JUSTIN & BURNS ERIN  
10550 SW STARR DR  
TUALATIN, OR 97062

KERR JACK & KERR SARWESHNI  
17645 SW 106TH AVE  
TUALATIN, OR 97062

KINDRED LYLE V & KINDRED ELAINE A  
17968 SW 106TH AVE  
TUALATIN, OR 97062

KING JERSILYN & PANGELINAN GERHART  
JURADO  
11200 SW APALACHEE ST  
TUALATIN, OR 97062

KIRKPATRICK GREG D & KIRKPATRICK  
DEBRA S  
17765 SW 112TH AVE  
TUALATIN, OR 97062

KLEIN GEORGE P & KLEIN LEANNE S  
17800 SW 111TH AVE  
TUALATIN, OR 97062

KLENZ MICHAEL & KLENZ LINDA  
17480 SW 108TH AVE  
TUALATIN, OR 97062

KNAPKE STEVEN J & KNAPKE LIEN K  
17997 SW 105TH CT  
TUALATIN, OR 97062

KNAPPENBERGER CLARK W &  
KNAPPENBERGER CAROLYN  
10575 SW LUCAS CT  
TUALATIN, OR 97062

KOFORD AARON S & KOFORD ELIZABETH S  
11220 SW APALACHEE ST  
TUALATIN, OR 97062

KRAJCAR TIMOTHY D & KRAJCAR  
KIERSTEN A  
11070 SW WINYA CT  
TUALATIN, OR 97062

KUMAR ZOYA & UFFORD JOHN C  
17915 SW 112TH AVE  
TUALATIN, OR 97062

KUMLER PHILIP A & JULIE I FAM TRUST  
17515 SW 108TH PL  
TUALATIN, OR 97062

LAM RESEARCH CORPORATION  
2025 GATEWAY PL #228  
SAN JOSE, CA 95110

LAM RESEARCH CORP  
4650 CUSHING PKWY  
FREMONT, CA 94538

LAMB ETHAN S & LAMB SARAH W  
17825 SW 113TH AVE  
TUALATIN, OR 97062

LANG JULIANNE LERAE  
17197 SW SMITH AVE BLDG #37  
SHERWOOD, OR 97140

LAUREN NICHOLAS D & LAUREN  
CHRISTINA M  
17935 SW 114TH AVE  
TUALATIN, OR 97062

LEE MIKE  
17475 SW 111TH AVE  
TUALATIN, OR 97062

LEE JONATHAN K & LEE STEPHANIE IRVING  
17605 SW 108TH PL  
TUALATIN, OR 97062

LEGEND HOMES CORPORATION  
4200 NE 20TH ST  
OTIS, OR 97368

LIGHT HARVEY EUGENE & LIGHT CLAUDIA  
JO  
11405 SW KALISPELL ST  
TUALATIN, OR 97062

LIN DONGMEI & MAO DIAN  
17950 SW 109TH AVE  
TUALATIN, OR 97062

LOANZON EMMELINE V TRUST  
17994 SW 105TH CT  
TUALATIN, OR 97062

LONGTIN DAVID E JR  
17929 SW 105TH CT  
TUALATIN, OR 97062

LORENTE JOAQUIN & LORENTE LOUISE  
17460 SW 108TH PL  
TUALATIN, OR 97062

LOSER CALLIE  
17700 SW 111TH AVE  
TUALATIN, OR 97062

LUIKART GLEN  
11060 SW WISHRAM CT  
TUALATIN, OR 97062

LUMBER FAMILY CO LLC  
PO BOX 1427  
TUALATIN, OR 97062

LYONS RICHARD & LYONS JUDITH  
11065 SW LUCAS DR  
TUALATIN, OR 97062

MACAULAY THOMAS & MACAULAY DEBRA  
10520 SW BANNOCH CT  
TUALATIN, OR 97062

MACIELINSKI DAMIEN & LAURIE LIV TRUST  
17565 SW 108TH PL  
TUALATIN, OR 97062

MACK ADAM S & MACK KATHRYN M  
10770 SW BANNOCH ST  
TUALATIN, OR 97062

MACK RYAN P & MACK PATRICIA L  
17825 SW 110TH AVE  
TUALATIN, OR 97062

MACMILLEN JAMES WILSON &  
MACMILLEN DONNA JEAN  
10547 SW PUEBLO ST  
TUALATIN, OR 97062

MAGILKE GILBERT & MAGILKE GAIL L  
17990 SW 106TH AVE  
TUALATIN, OR 97062

MAGUIRE BRIAN J & MAGUIRE LISA N  
17860 SW 112TH AVE  
TUALATIN, OR 97062

MALETA SANDRA L & MALETA GREGORY B  
17932 SW 105TH CT  
TUALATIN, OR 97062

MANABE STELLA K & NAKAMA DEAN S  
11420 SW HAZELBROOK RD  
TUALATIN, OR 97062

MANN ERIC A & LUPULESCU NICOLETA  
11490 SW ROBERTS CT  
TUALATIN, OR 97062

MANN SONIA & MANN JONATHAN  
11100 SW APALACHEE ST  
TUALATIN, OR 97062

MARKS CHRISTINA A REV LIV TRUST  
17760 SW 111TH AVE  
TUALATIN, OR 97062

MARONDE JOHN ALBERT & MARONDE JILL  
I  
17730 SW 111TH AVE  
TUALATIN, OR 97062

MARSHALL ASSOCIATED LLC  
PO BOX 278  
TUALATIN, OR 97062

MAYER ANDREW PETER & MAYER MARIT  
JANAE  
17395 SW 105TH AVE  
TUALATIN, OR 97062

MCCLATCHEY CAITLIN & MCCLATCHEY  
GARRETT  
11130 SW APALACHEE ST  
TUALATIN, OR 97062

MCCURTAIN LIV TRUST  
10560 SW PUEBLO ST  
TUALATIN, OR 97062

MCCURDY WAYNE & MCCURDY BETTE  
10580 SW BANNOCH CT  
TUALATIN, OR 97062

MCKINNON SPENCER E LIV TRUST  
17971 SW 110TH PL  
TUALATIN, OR 97062

MCPHERSON SCOTT K & MCPHERSON  
SUSAN R  
17895 SW 113TH AVE  
TUALATIN, OR 97062

MEGARGEE IRWIN F & MEGARGEE AMY L  
10580 SW LUCAS CT  
TUALATIN, OR 97062

MELTON LAWRENCE E & MELTON TONYA  
M  
17900 SW 111TH AVE  
TUALATIN, OR 97062

MEYER PAUL R & MEYER MARY B  
17365 SW 108TH PL  
TUALATIN, OR 97062

MICHAELIDES JAMIE C & RADISH KEVIN A  
17920 SW 112TH AVE  
TUALATIN, OR 97062

MIDKIFF HOUSTON A & MIDKIFF NANCY  
17845 SW 106TH AVE  
TUALATIN, OR 97062

MILLER LYNN B  
11190 SW APALACHEE ST  
TUALATIN, OR 97062

MILLER JOINT TRUST  
10970 SW BANNOCH ST  
TUALATIN, OR 97062

MILNE JAMES S & MILNE MARY F  
17875 SW 109TH AVE  
TUALATIN, OR 97062

MINATO KAZUKI & MINATO YUKO  
11445 SW ROBERTS CT  
TUALATIN, OR 97062

MITCHELL TIMOTHY  
900 SW 5TH AVE FL 17  
PORTLAND, OR 97204

MITCHELL GARRETT C & MITCHELL  
SHARON M  
17910 SW 115TH AVE  
TUALATIN, OR 97062

MITTLEMAN PROPERTIES  
1 SW COLUMBIA ST STE 950  
PORTLAND, OR 97258

MOORE KERRI ANN & MOORE  
CHRISTOHER  
10619 SW BANNOCH CT  
TUALATIN, OR 97062

MORAN STEVEN TIMOTHY & MORAN  
ASHLEY SCHNAPP  
17870 SW 110TH AVE  
TUALATIN, OR 97062

MORRELL LIVING TRUST  
10915 SW TUNICA ST  
TUALATIN, OR 97062

MORRISSEY FAMILY TRUST  
17924 SW 105TH CT  
TUALATIN, OR 97062

MOWERY DANA KAY  
17948 SW 105TH CT  
TUALATIN, OR 97062

MUIR JOHN S & ACHILOVA LOLA  
17795 SW 112TH AVE  
TUALATIN, OR 97062

MUNSON JAMES L & PAMELA B REV LIV  
TRUST  
10600 SW KIOWA ST  
TUALATIN, OR 97062

MURMAN CORY D & MURMAN TAMIKO A  
11485 SW KALISPELL ST  
TUALATIN, OR 97062

MURO MONICA D  
11011 SW TUALATIN RD  
TUALATIN, OR 97062

MUSTEDANAGIC ADIS & MUSTEDANAGIC  
ALISA  
11045 SW WINTU CT  
TUALATIN, OR 97062

NAJERA KENE S & BUSTOS ESMERALDA  
RODRIGUEZ  
12288 SW FUJI CT  
TIGARD, OR 97224

NEUMANN DANIEL & NEUMANN SYDNEY  
10412 SW PUEBLO ST  
TUALATIN, OR 97062

NEWTON DAVID & E SUZANNE JOINT  
TRUST  
10950 SW BANNOCH ST  
TUALATIN, OR 97062

NGUYEN HONG T & TRI VINH V  
10444 SW PUEBLO ST  
TUALATIN, OR 97062

NGUYEN CATHY H  
11485 SW ROBERTS CT  
TUALATIN, OR 97062

NORDEN PAUL & JEANINE LIV TRUST  
17440 SW 108TH PL  
TUALATIN, OR 97062

NUNLEY RICHARD V III  
11105 SW GARRETT ST  
TUALATIN, OR 97062

OLSON LIVING TRUST  
11435 SW ELMER CT  
TUALATIN, OR 97062

OLSON DOUGLAS E & OLSON KIMBERLY R  
11130 SW WINYA CT  
TUALATIN, OR 97062

ORLANES JONATHAN  
10620 SW LUCAS DR  
TUALATIN, OR 97062

OWEN GREGORY L & OWEN DEBORAH L  
17885 SW 109TH AVE  
TUALATIN, OR 97062

PACIFIC FINANCIAL CENTER LLC  
4200 S HULEN ST STE 410  
FORT WORTH, TX 76109

PAIGE LIV TRUST  
17940 SW 109TH AVE  
TUALATIN, OR 97062

PAPAS EDITH ELIZABETH  
11055 SW WINYA CT  
TUALATIN, OR 97062

PARK KRISTEN  
17902 SW 105TH CT  
TUALATIN, OR 97062

PARK DANIEL K & PARK ANNA K  
9333 SW NEZ PERCE CT  
TUALATIN, OR 97062

PARKER DAVID SCOTT & CAVALLO  
KIMBERLY G  
10301 SW PUEBLO ST  
TUALATIN, OR 97062

PARKER SARAH D & PARKER WILEY  
11480 SW ELMER CT  
TUALATIN, OR 97062

PARKER MARION M  
17830 SW 114TH AVE  
TUALATIN, OR 97062

PARSONS KIMBERLY MARIE & PARSONS  
BENJAMIN JAMES  
17580 SW 110TH AVE  
TUALATIN, OR 97062

PAYNE DANIEL J & PAYNE JANET M  
10440 SW KELLOGG DR  
TUALATIN, OR 97062

PENNIMAN STEVEN K & PHYLLIS D REV LIV  
TRUST  
8374 VEREDA DEL PADRE  
GOLETA, CA 93117

PENSADO ERNESTO & ALVARENGA NALLY  
M  
10380 SW PUEBLO ST  
TUALATIN, OR 97062

PETERSON JACOB CURTIS & PETERSON  
JULIE DAWN  
17925 SW 111TH AVE  
TUALATIN, OR 97062

PEUSER NILS ARNE & PEUSER NICOLE  
17380 SW 106TH CT  
TUALATIN, OR 97062

PHIGHT LLC  
ONE BOWERMAN DR  
BEAVERTON, OR 97005

PLAMBECK CAROL R  
10600 SW STARR DR  
TUALATIN, OR 97062

POINTS YU SUN  
11465 SW ROBERTS CT  
TUALATIN, OR 97062

POUR ALI FROTAN & ESFANDIARPOUR  
SAMANEH  
17995 SW 110TH PL  
TUALATIN, OR 97062

PR 17995 SW 106TH LLC  
8925 SW IOWA DR  
TUALATIN, OR 97062

PRICE DAVID A & PRICE JENNIFER K  
11080 SW WISHRAM CT  
TUALATIN, OR 97062

PUPPO MIKK  
17894 SW 105TH CT  
TUALATIN, OR 97062

PURCELLA ALEXANDRA M & PURCELLA  
SCOTT E  
11215 SW APALACHEE ST  
TUALATIN, OR 97062

PUTNAM DAVID L JR & PUTNAM HEIDI F  
17770 SW 112TH AVE  
TUALATIN, OR 97062

PYRCH LAUREN & THOMASSEN AARON  
JENS  
10640 SW BANNOCH ST  
TUALATIN, OR 97062

RADECKI SHAUN MICHAEL & RADECKI  
JESSICA ELLEN  
17370 SW 108TH PL  
TUALATIN, OR 97062

RADER SAM A & RADER ANDREA S  
11445 SW KALISPELL ST  
TUALATIN, OR 97062

RAMSBY MILLS TRUST  
10500 SW STARR DR  
TUALATIN, OR 97062

RANDALL LAWRENCE L & SANDOVAL-  
RANDALL C SUSIE  
11440 SW HAZELBROOK RD  
TUALATIN, OR 97062

RAXTER NORA SUSAN  
10476 SW PUEBLO ST  
TUALATIN, OR 97062

RICE DOUGLAS S  
17820 SW 111TH AVE  
TUALATIN, OR 97062

RICHARDS EMMETT L & RICHARDS MARY  
C & RICHARDS SHELLEY D  
15247 WILBUR RD  
LA CONNER, WA 98257

RICHARDSON DEVIN & RICHARDSON TAMI  
ANN  
11100 SW WINYA CT  
TUALATIN, OR 97062

RICHEY LELAND R & RICHEY VALERIE J  
FAMILY TRUST  
17911 SW 105TH CT  
TUALATIN, OR 97062

RIRIE LIVING TRUST  
11015 SW LUCAS DR  
TUALATIN, OR 97062

RIVER RIDGE APARTMENTS OWNER LLC  
701 FIFTH AVE STE 5700  
SEATTLE, WA 98104

RIVER RIDGE APARTMENTS OWNER LLC  
701 FIFTH AVE STE 5700  
SEATTLE, WA 98104

RIVERA AURELIO GOMEZ  
17865 SW 113TH AVE  
TUALATIN, OR 97062

ROBBINS FAMILY REVOCABLE TRUST  
17420 SW 110TH AVE  
TUALATIN, OR 97062

ROBERTS BLAINE N  
17980 SW 111TH AVE  
TUALATIN, OR 97062

ROBERTS JULIE A  
17890 SW 114TH AVE  
TUALATIN, OR 97062

ROBINSON RONALD L & ROBINSON  
MICHELLE  
17976 SW 106TH AVE  
TUALATIN, OR 97062

ROE FAMILY TRUST  
620 SAND HILL RD #213F  
PALO ALTO, CA 94304

RUDY CHARLES & RUDY STACY  
17385 SW 108TH PL  
TUALATIN, OR 97062

RUVALCABA CHRIS & RUVALCABA ESTHER  
10529 SW PUEBLO ST  
TUALATIN, OR 97062

RYAN DAIN & RYAN LEE  
11470 SW KALISPELL ST  
TUALATIN, OR 97062

RYAN MICHAEL  
11075 SW WILSHRAM CT  
TUALATIN, OR 97062

RYMAL CHARLES & RYMAL JESSICA  
17920 SW 114TH AVE  
TUALATIN, OR 97062

SABETI RAMIN  
17835 SW PACIFIC HWY  
TUALATIN, OR 97062

SABRA HEALTH CARE HOLDINGS III LLC  
10220 SW GREENBURG RD #201  
PORTLAND, OR 97223

SATTLER BRIAN L & WALCZYK KERRY M  
10615 SW PUEBLO CT  
TUALATIN, OR 97062

SAVASTA THOMAS  
11355 SW KALISPELL ST  
TUALATIN, OR 97062

SCHAEFER SETH & SCHAEFER RENEE  
10710 SW BANNOCH ST  
TUALATIN, OR 97062

SCHENK JOANNE & ROGER REV LIV TRUST  
10555 SW LUCAS CT  
TUALATIN, OR 97062

SCHLACHTER KEVIN M & SCHLACHTER  
RENEE  
17570 SW 108TH PL  
TUALATIN, OR 97062

SCHLOETTER ERIN RENAE BATES  
17845 SW 111TH AVE  
TUALATIN, OR 97062

SCHOENHEIT JOHN & SCHOENHEIT  
KAITLIN J  
17890 SW 109TH AVE  
TUALATIN, OR 97062

SHEN PING LU  
17460 SW 104TH AVE  
TUALATIN, OR 97062

SHERFINSKI MICHAEL R  
11195 SW GARRETT ST  
TUALATIN, OR 97062

SHERMAN JENNIFER A TRUST  
17740 SW 110TH AVE  
TUALATIN, OR 97062

SHERWOOD NICOLE D  
17850 SW 111TH AVE  
TUALATIN, OR 97062

SHETLER STACY A & SHETLER JOANNA L  
11080 SW LUCAS DR  
TUALATIN, OR 97062

SMITH LESTER MICHAEL & SMITH JOAN  
MARIE  
10990 SW BANNOCH ST  
TUALATIN, OR 97062

SMITH WILLIAM E & SHEARER-SMITH  
SARAH K  
17989 SW 110TH PL  
TUALATIN, OR 97062

SPENCER FAMILY REV TRUST  
17920 SW 109TH AVE  
TUALATIN, OR 97062

SPRENG FREDERICK IV & BACHUS DESTINY  
& PUROL KATHLEEN & RAYMOND  
17570 SW 106TH AVE  
TUALATIN, OR 97062

STANTON ANDREW & STANTON ASHLEY  
17780 SW 111TH AVE  
TUALATIN, OR 97062

STEINER LARRY D SURVIVORS TRUST  
17420 SW 108TH PL  
TUALATIN, OR 97062

STEINMETZ JON & JEANETTE TRUST  
17735 SW 112TH AVE  
TUALATIN, OR 97062

STORI SADRUDDIN  
11340 SW APALACHEE ST  
TUALATIN, OR 97062

STRENGTH GREG M & STRENGTH MARGO  
D  
17870 SW 109TH AVE  
TUALATIN, OR 97062

STRIBLING DAVID L & STRIBLING AMANDA  
L  
10920 SW TUNICA ST  
TUALATIN, OR 97062

STRICKLER LAUREL R & STRICKLER ADAM J  
11025 SW WISHRAM CT  
TUALATIN, OR 97062

STRINGFELLOW GAYLE  
11140 SW GARRETT ST  
TUALATIN, OR 97062

SULLIVAN SHANON LEE  
11150 SW APALACHEE ST  
TUALATIN, OR 97062

SULLIVAN WAIKEN L & SULLIVAN JENNIFER  
17705 SW 112TH AVE  
TUALATIN, OR 97062

SWAFFORD DOUGLAS G & SINCERE  
MIRIAM A  
17715 SW 110TH AVE  
TUALATIN, OR 97062

SYNDER BROOKE & CHANDLER KYLE  
10573 SW PUEBLO ST  
TUALATIN, OR 97062

TALLEN DOMINIC JAMES & TALLENT  
HEINI  
11115 SW WINYA CT  
TUALATIN, OR 97062

TERJESON JOHN  
17840 SW 112TH AVE  
TUALATIN, OR 97062

TEUTSCH LISA ELIZABETH & AIELLO DAX  
17800 SW 110TH AVE  
TUALATIN, OR 97062

TIEDEMANN CHRISTINA ANNE  
17885 SW 112TH AVE  
TUALATIN, OR 97062

TIGARD-TUALATIN SCHOOL DISTRICT #23J  
6960 SW SANDBURG ST  
TIGARD, OR 97223

TOWLE CORDES K & KRAEMER JILL J  
15045 SW 141ST AVE  
TIGARD, OR 97224

TREBELHORN DEAN B & TREBELHORN  
LINDA V  
11040 SW WISHRAM CT  
TUALATIN, OR 97062

TREMAIN JUNE E TRUST  
10735 SW BANNOCH ST  
TUALATIN, OR 97062

TROTMAN TRUST  
10799 SW KIOWA CT  
TUALATIN, OR 97062

TUALATIN CITY OF DEVELOPMENT  
COMMISSION  
18880 SW MARTINAZZI AVE  
TUALATIN, OR 97062

TUALATIN CITY OF  
PO BOX 723597  
ATLANTA, GA 31139

TUALATIN TETON LLC  
621 SW ALDER ST STE 800  
PORTLAND, OR 97205

VALDENEGRO GILLIAN F TRUST  
17981 SW C ER ERGHINO LN  
SHERWOOD, OR 97140

VANHORN MARK G & DIANA L LIV TRUST  
17960 SW 109TH AVE  
TUALATIN, OR 97062

VANN KEN & VANN CHRISTINA M  
17480 SW 105TH AVE  
TUALATIN, OR 97062

VT TRUST  
17989 SW 105TH CT  
TUALATIN, OR 97062

WAGGONER LOREN M & WAGGONER  
CYNTHIA J  
11430 SW ELMER CT  
TUALATIN, OR 97062

WAGNER LINDA G PHD  
17945 SW 110TH AVE  
TUALATIN, OR 97062

WALK DAVID ALLAN & WALK WANDA VAI  
17855 SW 112TH AVE  
TUALATIN, OR 97062

WASHINGTON COUNTY FACILITIES MGMT  
169 N 1ST AVE #42  
HILLSBORO, OR 97124

WATT REBECCA SUE  
17880 SW 109TH AVE  
TUALATIN, OR 97062

WATTS MARK A & WATTS APRYLE  
11400 SW ROBERTS CT  
TUALATIN, OR 97062

WAVE PROPERTY HOLDINGS LLC  
35 PANORAMA CREST AVE  
LAS VEGAS, NV 89135

WEBSTER CHARLES N & WEBSTER KAREN  
A  
11385 SW KALISPELL ST  
TUALATIN, OR 97062

WEICHOLD STEPHEN & WEICHOLD  
SHARRON & WEICHOLD WILLIAM  
17900 SW 112TH AVE  
TUALATIN, OR 97062

WEITMAN LIVING TRUST  
10666 SW BANNOCH ST  
TUALATIN, OR 97062

WEN-SHU LIU  
17885 SW 114TH AVE  
TUALATIN, OR 97062

WEST PHYLLIS ELAINE  
17930 SW 111TH AVE  
TUALATIN, OR 97062

WESTPHAL FAMILY TRUST  
10100 SW HIGHLAND DR  
TIGARD, OR 97224

WETHERN LINDA J IRREVOCABLE TRUST  
17595 SW SEIFFERT RD  
SHERWOOD, OR 97140

WHITE CURTIS & WHITE DEBRA L  
17880 SW 115TH AVE  
TUALATIN, OR 97062

WIGGINS JEAN E TRUST  
11065 SW WINTU CT  
TUALATIN, OR 97062

WILLIAMS MATTHEW STEVEN  
10655 SW PUEBLO CT  
TUALATIN, OR 97062

WILLIAMS VERONICA L  
10540 SW KIOWA ST  
TUALATIN, OR 97062

WILLIAMS DAVE A & WILLIAMS KIMBERLY  
R  
11050 SW WINTU CT  
TUALATIN, OR 97062

WILLON MARK & PAM TRUST  
17850 SW 110TH AVE  
TUALATIN, OR 97062

WILLY LUMP LUMP LLC  
4500 SW ADVANCE RD  
WILSONVILLE, OR 97070

WILSON CONSTANCE J TRUST  
10530 SW LUCAS CT  
TUALATIN, OR 97062

WINKLER MISTY D & REGISTER JEAN  
10515 SW BANNOCH CT  
TUALATIN, OR 97062

WISNER RANDOLPH R & DEBBIE R LIV  
TRUST  
17600 SW 110TH AVE  
TUALATIN, OR 97062

WOLFE GEORGE A & WOLFE ANDREA H  
10420 SW KELLOGG DR  
TUALATIN, OR 97062

WOLLEY KEVIN & WOLLEY JANE  
11055 SW WISHRAM CT  
TUALATIN, OR 97062



WOODRIDGE LP  
THREE CENTERPOINTE DR #130  
LAKE OSWEGO, OR 97035

WORLEY LAURA & SPIEGEL JOEL  
10475 SW KELLOGG DR  
TUALATIN, OR 97062

WRIGHT RALPH RICHARD & LYNDA RAE  
LIV TRUST  
11040 SW WINYA CT  
TUALATIN, OR 97062

WYLLER LIV TRUST  
613 NW MT MAZAMA ST  
MCMINNVILLE, OR 97128

YAM ASA  
11050 SW LUCAS DR  
TUALATIN, OR 97062

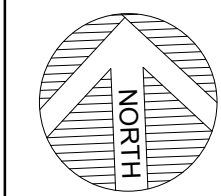
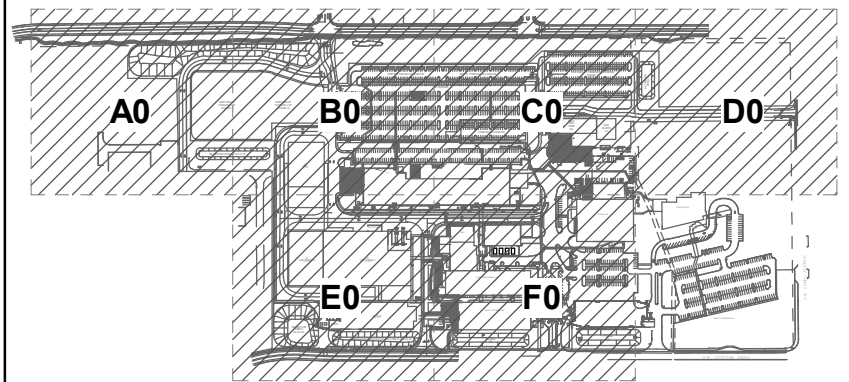
YANG HAOWEI  
17925 SW 114TH AVE  
TUALATIN, OR 97062

YODER MATTHEW & YODER CARRIE  
10332 SW PUEBLO ST  
TUALATIN, OR 97062

ZIENKIEWICZ MIKE & ZIENKIEWICZ  
STEPHANIE  
10510 SW LUCAS CT  
TUALATIN, OR 97062

**ARCHITECTURAL  
REVIEW**  
9/16/2024  
**(NOT FOR CONSTRUCTION)**

NO	REVISION OR ISSUE	DATE	BY



**SITE**



Lam Research Corporation  
4400 CUSHING PARKWAY  
FREMONT, CA 94538

TITLE:

**PROPERTY LINE  
EXHIBIT**

DATE ISSUED:

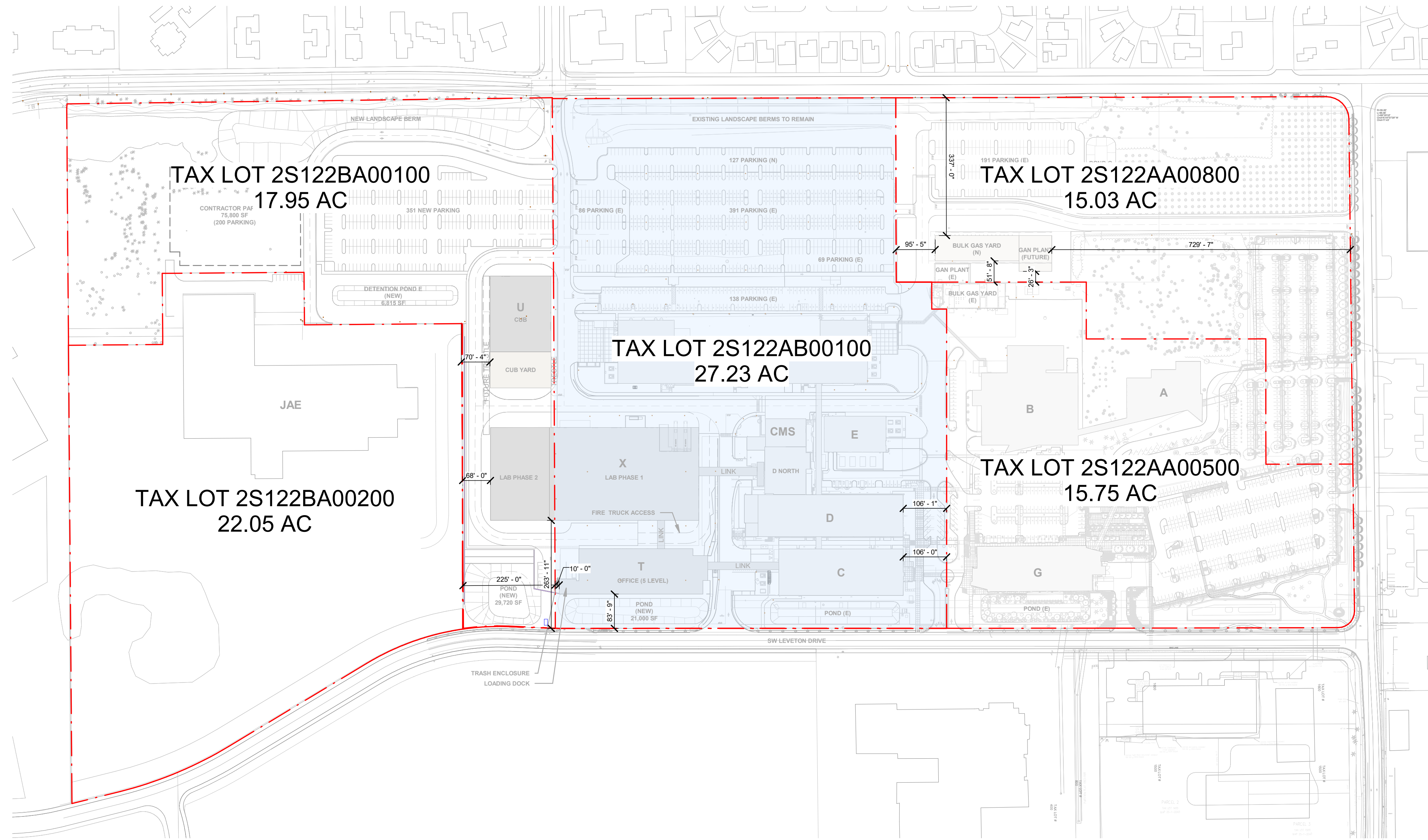
DRAWING SCALE: 1" = 160'-0"

REVIT FILE:

BUILDING DESIGNATOR:

DRAWING NUMBER:

**SA0-0010**



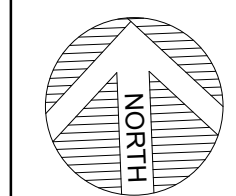
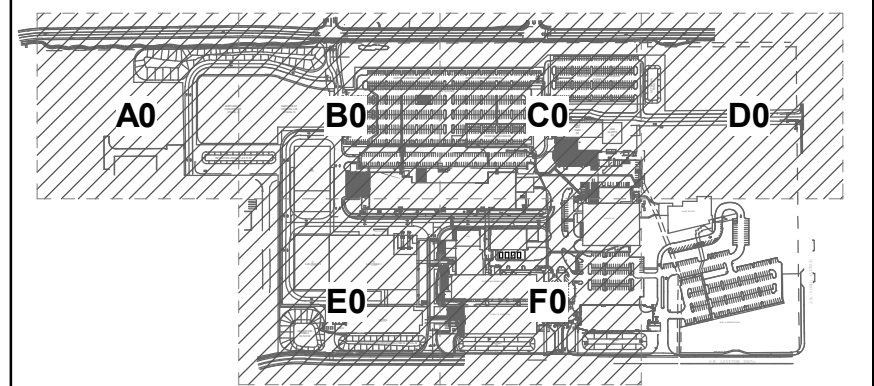
**LEGEND**

--- EXISTING PROPERTY LINE  
TOTAL SITE AREA: 75.96 AC

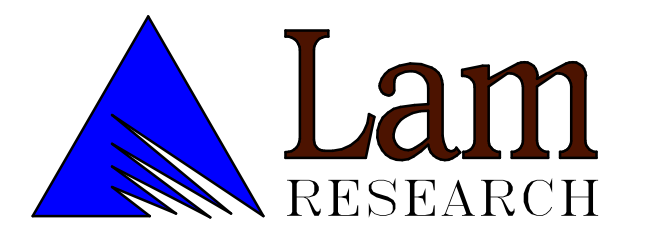
## ARCHITECTURAL REVIEW

9/16/2024  
(NOT FOR CONSTRUCTION)

NO	REVISION OR ISSUE	DATE	BY



**SITE**



Lam Research Corporation  
4400 CUSHING PARKWAY  
FREMONT, CA 94538

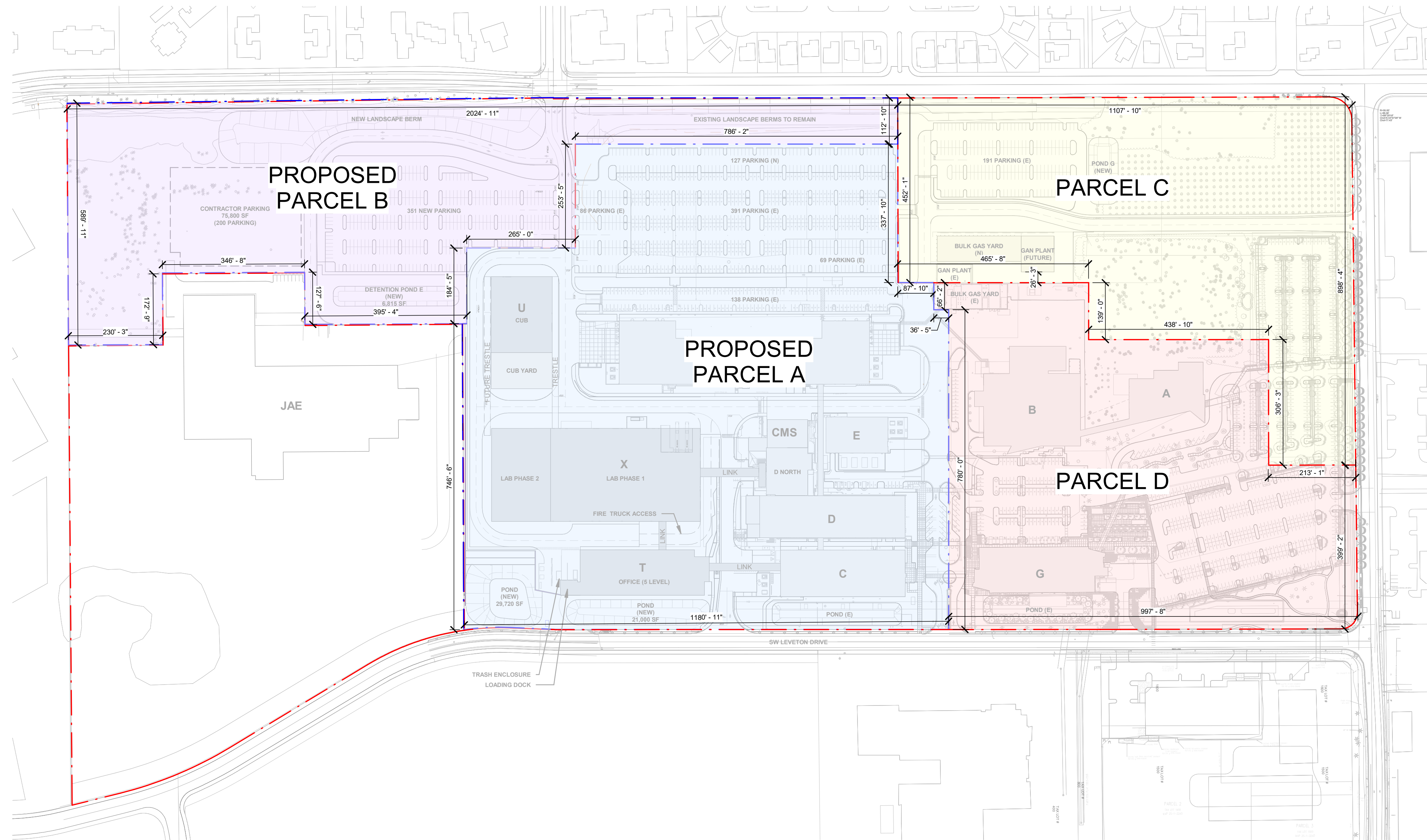
TITLE:  
**PROPERTY LINE ADJUSTMENT EXHIBIT**

DATE ISSUED: DRAWING SCALE: 1" = 160'-0"

REVIT FILE: BUILDING DESIGNATOR:

DRAWING NUMBER:

SA0-0011



### LEGEND

- EXISTING PROPERTY LINE
- PROPERTY LINE ADJUSTMENT
- PROPOSED PARCEL A - 29.52 AC
- PROPOSED PARCEL B - 15.66 AC
- PARCEL C - 15.03 AC
- PARCEL D - 15.75 AC

TOTAL SITE AREA: 75.96 AC



## Technical Memorandum

**Date:** October 29, 2024  
**Project:** HWM24-0002 11359 SW Leveton Dr  
**To:** Tony Doran – Engineering Associate  
City of Tualatin – Engineering Division  
**From:** Consor, Emily Flock, PE  
**Reviewed By:** Brian Ginter, PE  
**Re:** Water System Capacity Analysis - Lam Tux Expansion, SW Leveton Dr

---

### Introduction

The City of Tualatin requested evaluation of proposed expansion of Lam Tux facilities off SW Leveton Dr, east of SW 108<sup>th</sup> Ave. This memorandum presents the findings of this analysis for the City's use in assessing water system improvements necessary to meet fire flow and pressure requirements and proposed connection points to best suit City water system operations.

### Background

The proposed development consists of approximately 424,000 square feet (sq. ft.) of industrial and office space in three separate buildings. The proposed development is located within the City's existing A-Level pressure zone and is served by the Tualatin Supply Main (TSM) and the A-2 Reservoir. There are multiple existing mains adjacent to the proposed development including an 18-inch diameter, high-pressure main on SW Leveton Dr; a 12-inch diameter, A-Level main on SW Leveton Dr; a 12-inch diameter, A-Level line on Quakenbush Ln; and a 16-inch diameter, A-Level line on SW Tualatin Rd. The high-pressure main on SW Leveton Dr is part of the TSM with a nominal hydraulic grade line of approximately 530 feet above mean sea level (msl). The existing A-Level operates at a nominal HGL of approximately 295 feet above msl.

The 12-inch diameter line on Quakenbush Ln is on private property. The City would like to eliminate public mains that are on private property where possible for access and maintenance purposes. Currently, the 12-inch diameter line provides domestic and fire flow to the JAE Oregon industrial property west of the proposed expansion. The existing Lam facilities do not have any connections to the 12-inch diameter line, but the proposed Lam Tux expansion plans add a service with significant water demand to this line. For City system access and operations, it is recommended the 12-inch diameter line on Quakenbush Ln be converted to a private line with metered connections to the 16-inch diameter main in SW Tualatin Rd. Subsequently, it is recommended the proposed Lam Tux expansion connect to the 16-inch diameter, A-Level line in SW Tualatin Rd rather than the 12-inch diameter line in Quakenbush Ln. **Figure 1** illustrates the proposed development site, existing water system infrastructure, and recommended expansion connections to the existing system.

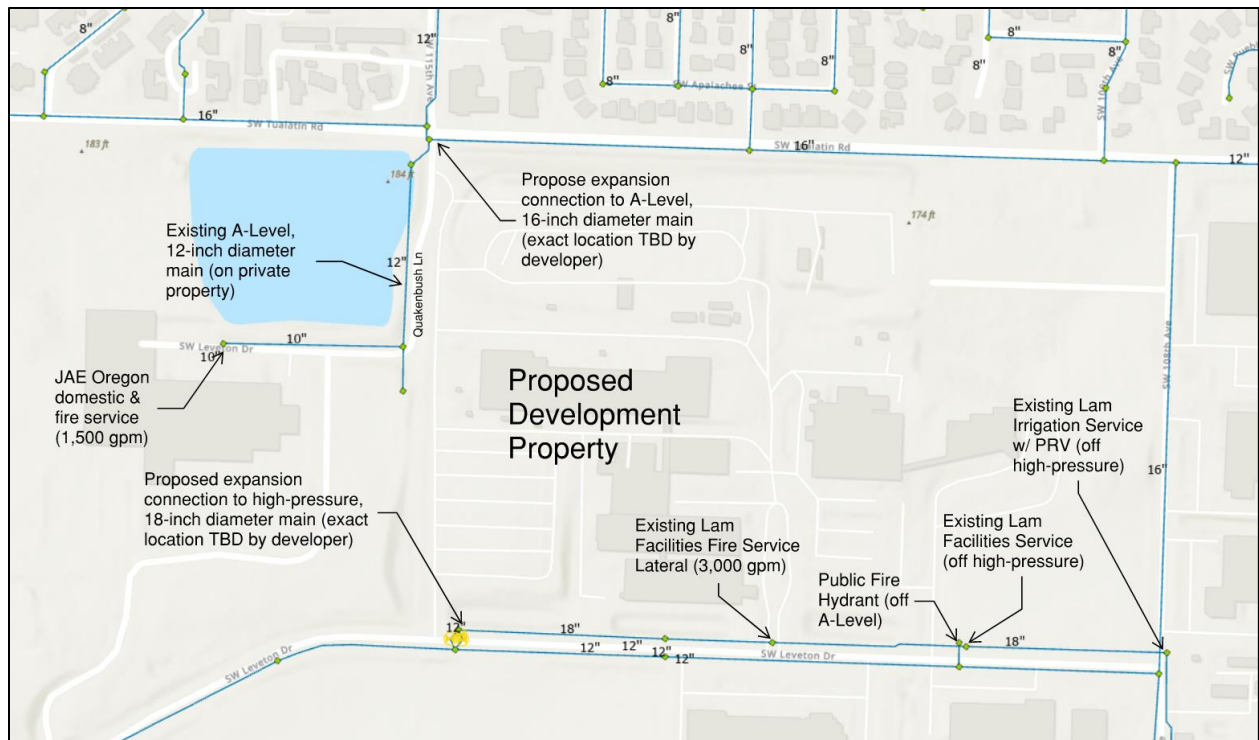


Figure 1. Proposed Development Site and Existing Water System Infrastructure

## Analysis and Findings

The City's water system hydraulic model was used to perform a hydraulic analysis of pressure and fire flow performance in the City's water system under maximum day demand (MDD) conditions with fire flow events evaluated at the site.

A summary of specific model conditions for this analysis is presented below.

- Demand Conditions: 2040 Maximum Day Demand
  - Proposed Lam Tux expansion demands:
    - 550 gpm domestic demand on 16-inch diameter main on SW Tualatin Rd
    - 26 gpm domestic demand on 18-inch diameter main on SW Leveton Dr (high-pressure)
- Fire Flow:
  - Fire flow for the development site is not proposed to change. Planning-level fire flow for industrial property is assumed to be 3,000 gpm from 18-inch diameter main on SW Leveton Dr.
  - Adjacent JAE Oregon industrial building is assumed to be fully sprinkled and have a fire flow requirement of 1,500 gpm per proposed site plan review memo from Tualatin Valley Fire and Rescue (TVFR) (Nov 2019, see Attachment A).

The residual pressures within the area influenced by the fire flow and domestic demands at the proposed development site meet or exceed the minimum pressure criteria of 25 pounds per square inch (PSI) as stated in the WMP during MDD conditions.

Based on the findings of this analysis, additional system improvements are not required to serve domestic and fire flows to the proposed development. However as described earlier, it is recommended the City convert the existing 12-inch diameter line in Quakenbush Ln to a privately-owned line to serve domestic and fire flow (configured to meet the City's Public Works Construction Code) for the JAE Oregon property and have the Lam Tux expansion facilities connect directly to the 16-inch diameter main (A-Level) in SW Tualatin Rd or the 18-inch diameter main (high-pressure) in SW Leveton Dr. Proposed plans for the Lam Tux expansion include replacing the 12-inch line in Quakenbush Ln and relocating a portion of the alignment to accommodate one of the proposed new buildings.

It is the developer's responsibility to size internal (private) fire and domestic mains for adequate service pressure, private hydrants and fire suppression sprinkler systems as these facilities are outside the scope of this analysis.

Please do not hesitate to contact us if you have any questions or comments in this regard. We would be happy to meet with you personally to discuss the findings presented in this memorandum.



November 12, 2019

Erin Engman  
Associate Planner  
City of Tualatin  
18880 SW Martinazzi Avenue  
Tualatin, Oregon 97062

**Re: JAE Oregon**  
**Tax Lot I.D: 2S122BA00200**

Dear Erin,

Thank you for the opportunity to review the proposed site plan surrounding the above-named development project. These notes are provided regarding the plans received November 7, 2019 and are based on the current New Construction Guide version 4.2C. There may be more or less requirements needed based upon the final project design, however, Tualatin Valley Fire & Rescue will endorse this proposal predicated on the following criteria and conditions of approval.

### **FIRE APPARATUS ACCESS:**

1. **FIRE APPARATUS ACCESS ROADS:** Access roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. **Exception:** Approved agricultural and equine structures complying with ORS 455.315 are not required to have fire apparatus access roads (see New Construction Guide Appendix C). Access roads are not required to be modified for commercial buildings that undergo a change in occupancy, change in use, or conversion from agricultural or equine exempt to non-exempt unless there is a change to the structure's square footage or building footprint. (OFC 503.1.1)
2. **FIRE ACCESS ROAD DISTANCE FROM BUILDINGS:** The access shall extend to within 150 feet of all portions of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility. (OFC 503.1.1)
3. **DEAD ENDS AND ROADS IN EXCESS OF 150 FEET (TURNAROUNDS):** Dead end fire apparatus access roads or roads in excess of 150 feet in length shall be provided with an approved turnaround. Diagrams of approved turnarounds can be found in the corresponding guide that is located at <http://www.tvfr.com/DocumentCenter/View/1296>. (OFC 503.2.5 & Figure D103.1)

**Plans indicate a hammerhead turnaround. Please provide dimensions on the turnaround.**

4. **FIRE APPARATUS ACCESS ROAD WIDTH AND VERTICAL CLEARANCE:** Fire apparatus access roads shall have an unobstructed driving surface width of not less than 20 feet (26 feet adjacent to fire hydrants (OFC D103.1)) and an unobstructed vertical clearance of not less than 13 feet 6 inches. (OFC 503.2.1 & D103.1)
5. **NO PARKING SIGNS:** Where fire apparatus roadways are not of sufficient width to accommodate parked vehicles and 20 feet of unobstructed driving surface, "No Parking" signs shall be installed on one or both sides of the roadway and

in turnarounds as needed. Signs shall read "NO PARKING - FIRE LANE" and shall be installed with a clear space above grade level of 7 feet. Signs shall be 12 inches wide by 18 inches high and shall have red letters on a white reflective background. (OFC D103.6)

**See Sheet A0.1 for locations of fire lanes.**

6. **NO PARKING:** Parking on emergency access roads shall be as follows (OFC D103.6.1-2):
1. 20-26 feet road width – no parking on either side of roadway
  2. 26-32 feet road width – parking is allowed on one side
  3. Greater than 32 feet road width – parking is not restricted
- Note: For specific widths and parking allowances, contact the local municipality.

**See Sheet A0.1 for locations of fire lanes.**

7. **PAINTED CURBS:** Where required, fire apparatus access roadway curbs shall be painted red (or as approved) and marked "NO PARKING FIRE LANE" at 25 foot intervals. Lettering shall have a stroke of not less than one inch wide by six inches high. Lettering shall be white on red background (or as approved). (OFC 503.3)

**See Sheet A0.1 for locations of fire lanes.**

8. **FIRE APPARATUS ACCESS ROADS WITH FIRE HYDRANTS:** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet and shall extend 20 feet before and after the point of the hydrant. (OFC D103.1)
9. **SURFACE AND LOAD CAPACITIES:** Fire apparatus access roads shall be of an all-weather surface that is easily distinguishable from the surrounding area and is capable of supporting not less than 12,500 pounds point load (wheel load) and 75,000 pounds live load (gross vehicle weight). Documentation from a registered engineer that the final construction is in accordance with approved plans or the requirements of the Fire Code may be requested. (OFC 503.2.3)
10. **TURNING RADIUS:** The inside turning radius and outside turning radius shall not be less than 28 feet and 48 feet respectively, measured from the same center point. (OFC 503.2.4 & D103.3)

**Please note turning radius on plans.**

11. **ACCESS ROAD GRADE:** Fire apparatus access roadway grades shall not exceed 15%. Alternate methods and materials may be available at the discretion of the Fire Marshal (for grade exceeding 15%).
12. **ANGLE OF APPROACH/GRADE FOR TURNAROUNDS:** Turnarounds shall be as flat as possible and have a maximum of 5% grade with the exception of crowning for water run-off. (OFC 503.2.7 & D103.2)
13. **GATES:** Gates securing fire apparatus roads shall comply with all of the following (OFC D103.5, and 503.6):
1. Minimum unobstructed width shall be not less than 20 feet (or the required roadway surface width).
  2. Gates shall be set back at minimum of 30 feet from the intersecting roadway or as approved.
  3. Electric gates shall be equipped with a means for operation by fire department personnel
  4. Electric automatic gates shall comply with ASTM F 2200 and UL 325.
14. **ACCESS DURING CONSTRUCTION:** Approved fire apparatus access roadways shall be installed and operational prior to any combustible construction or storage of combustible materials on the site. Temporary address signage shall also be provided during construction. (OFC 3309 and 3310.1)
15. **TRAFFIC CALMING DEVICES:** Shall be prohibited on fire access routes unless approved by the Fire Marshal. (OFC 503.4.1). Traffic calming measures linked here: <http://www.tvfr.com/DocumentCenter/View/1578>



## **FIREFIGHTING WATER SUPPLIES:**

16. **COMMERCIAL BUILDINGS – REQUIRED FIRE FLOW:** The minimum fire flow and flow duration shall be determined in accordance with OFC Table B105.2. The required fire flow for a building shall not exceed the available GPM in the water delivery system at 20 psi residual. (OFC B105.3)

**Note:** OFC B106, Limiting Fire-Flow is also enforced, except for the following:

- The maximum needed fire flow shall be 3,000 GPM, measured at 20 psi residual pressure.
- Tualatin Valley Fire & Rescue does not adopt Occupancy Hazards Modifiers in section B105.4-B105.4.1

**An assumption of a Type IIB construction type was made. Per Oregon Fire Code this building will require a fire flow of 4,000GPM. If the building will be fully sprinklered then a 75% reduction in required fire flow is allowed. With fire sprinklers a fire flow of 1,500GPM would be required.**

17. **FIRE FLOW WATER AVAILABILITY:** Applicants shall provide documentation of a fire hydrant flow test or flow test modeling of water availability from the local water purveyor if the project includes a new structure or increase in the floor area of an existing structure. Tests shall be conducted from a fire hydrant within 400 feet for commercial projects, or 600 feet for residential development. Flow tests will be accepted if they were performed within 5 years as long as no adverse modifications have been made to the supply system. Water availability information may not be required to be submitted for every project. (OFC Appendix B)

**Provide documentation of fire hydrant flow test or modeling.**

18. **WATER SUPPLY DURING CONSTRUCTION:** Approved firefighting water supplies shall be installed and operational prior to any combustible construction or storage of combustible materials on the site. (OFC 3312.1)

## **FIRE HYDRANTS:**

19. **FIRE HYDRANTS – COMMERCIAL BUILDINGS:** Where a portion of the building is more than 400 feet from a hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the building, on-site fire hydrants and mains shall be provided. (OFC 507.5.1)
- This distance may be increased to 600 feet for buildings equipped throughout with an approved automatic sprinkler system.
  - The number and distribution of fire hydrants required for commercial structure(s) is based on Table C105.1, following any fire-flow reductions allowed by section B105.3.1. Additional fire hydrants may be required due to spacing and/or section 507.5 of the Oregon Fire Code.
20. **FIRE HYDRANT(S) PLACEMENT:** (OFC C104)
- Existing hydrants in the area may be used to meet the required number of hydrants as approved. Hydrants that are up to 600 feet away from the nearest point of a subject building that is protected with fire sprinklers may contribute to the required number of hydrants. (OFC 507.5.1)
  - Hydrants that are separated from the subject building by railroad tracks shall not contribute to the required number of hydrants unless approved by the Fire Marshal.
  - Hydrants that are separated from the subject building by divided highways or freeways shall not contribute to the required number of hydrants. Heavily traveled collector streets may be considered when approved by the Fire Marshal.

- Hydrants that are accessible only by a bridge shall be acceptable to contribute to the required number of hydrants only if approved by the Fire Marshal.
21. **PRIVATE FIRE HYDRANT IDENTIFICATION:** Private fire hydrants shall be painted red in color. Exception: Private fire hydrants within the City of Tualatin shall be yellow in color. (OFC 507)
  22. **FIRE HYDRANT DISTANCE FROM AN ACCESS ROAD:** Fire hydrants shall be located not more than 15 feet from an approved fire apparatus access roadway unless approved by the Fire Marshal. (OFC C102.1)
  23. **REFLECTIVE HYDRANT MARKERS:** Fire hydrant locations shall be identified by the installation of blue reflective markers. They shall be located adjacent and to the side of the center line of the access roadway that the fire hydrant is located on. In the case that there is no center line, then assume a center line and place the reflectors accordingly. (OFC 507)
  24. **PHYSICAL PROTECTION:** Where fire hydrants are subject to impact by a motor vehicle, guard posts, bollards or other approved means of protection shall be provided. (OFC 507.5.6 & OFC 312)
  25. **CLEAR SPACE AROUND FIRE HYDRANTS:** A 3 foot clear space shall be provided around the circumference of fire hydrants. (OFC 507.5.5)
  26. **FIRE DEPARTMENT CONNECTION (FDC) LOCATIONS:** FDCs shall be located within 100 feet of a fire hydrant (or as approved). Hydrants and FDC's shall be located on the same side of the fire apparatus access roadway or drive aisle, fully visible, and recognizable from the street or nearest point of the fire department vehicle access or as otherwise approved. (OFC 912.2.1 & NFPA 13)
    - Fire department connections (FDCs) shall normally be located remotely and outside of the fall-line of the building when required. FDCs may be mounted on the building they serve, when approved.
    - FDCs shall be plumbed on the system side of the check valve when sprinklers are served by underground lines also serving private fire hydrants.

**Indicate location of FDC on plans if the building will be sprinklered.**

## **BUILDING ACCESS AND FIRE SERVICE FEATURES**

27. **FIRE PROTECTION EQUIPMENT IDENTIFICATION:** Rooms containing controls to fire suppression and detection equipment shall be identified as "Fire Control Room." Signage shall have letters with a minimum of 4 inches high with a minimum stroke width of 1/2 inch, and be plainly legible, and contrast with its background. (OFC 509.1)
28. **PREMISES IDENTIFICATION:** New and existing buildings shall have approved address numbers; building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property, including monument signs. These numbers shall contrast with their background. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 1/2 inch. (OFC 505.1)

If you have questions or need further clarification, please feel free to contact me at 503-259-1419.

Sincerely,

**Tom Mooney**

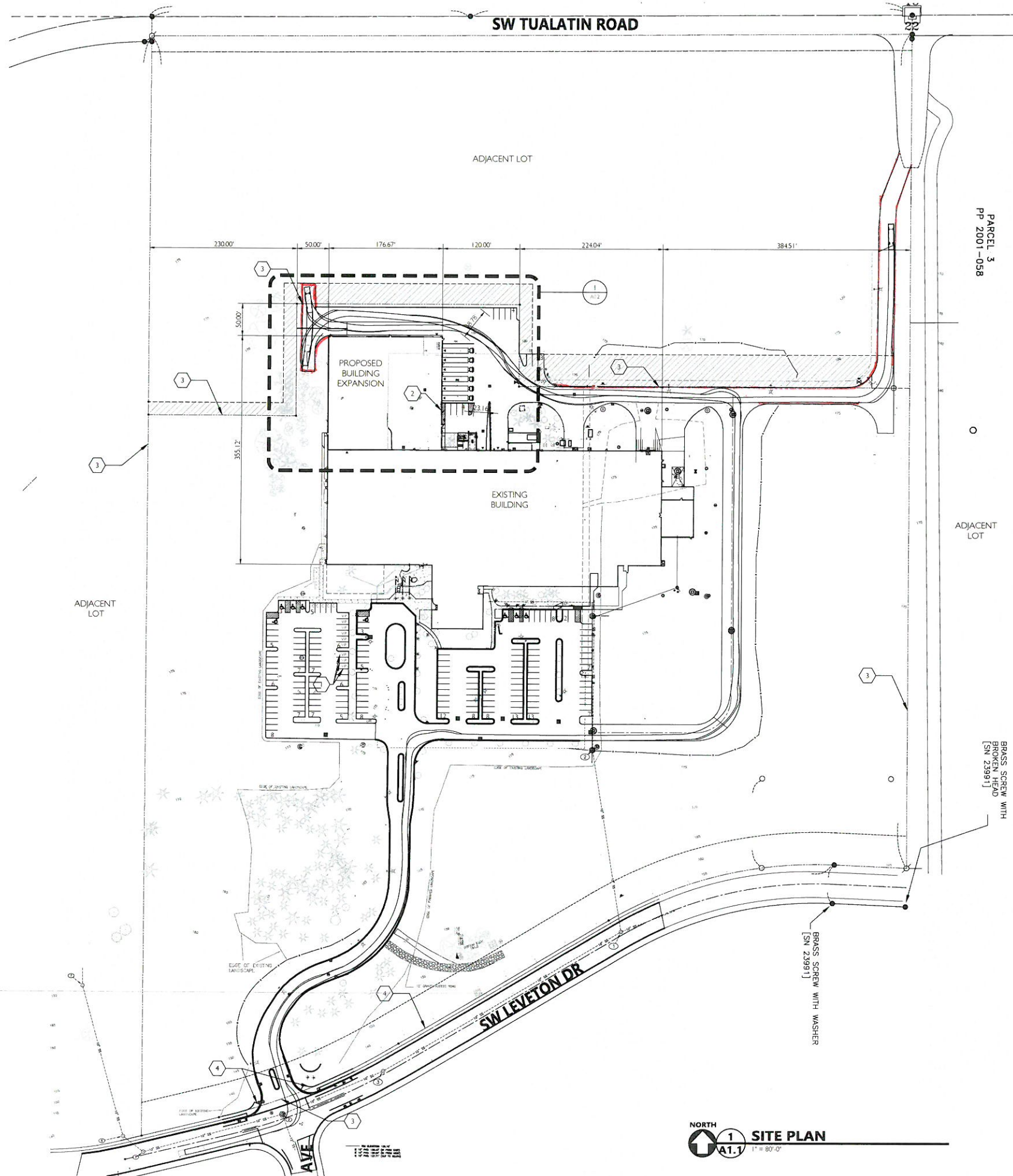
Tom Mooney

Deputy Fire Marshal II

Thomas.mooney@tvfr.com

Cc: File  
City of Tualatin

A full copy of the New Construction Fire Code Applications Guide for Commercial and Multi-Family Development is available at <http://www.tvfr.com/DocumentCenter/View/1296>



**GENERAL NOTES**

- CONTRACTOR SHALL VERIFY AND CONFIRM EXISTING CONDITIONS SHOWN OR IMPLIED ON DRAWINGS PRIOR TO START OF CONSTRUCTION. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
- TYPICAL CURB RADIUS = 3' UNLESS NOTED OTHERWISE.
- PRIOR TO SITE CLEARING, GRADING OR CONSTRUCTION IN THE VEGETATED CORRIDOR, WATER QUALITY AND SENSITIVE AREAS SHALL BE SURVEYED. STAKED AND TEMPORARILY FENCED. VEGETATED CORRIDOR SHALL REMAIN FENCED AND UNDISTURBED DURING CONSTRUCTION.

**LEGAL DESCRIPTION**

TAX LOT: 2S122BA00200 - 2010-009 PARTITION PLAT LOT:2  
 QUARTER SECTION: NE 1/4 NW 1/4 SECTION 22 T2S R1W W.M.  
 ADDRESS: 11555 SW LEVETON DRIVE  
 TUALATIN, OR 97062  
 WASHINGTON COUNTY OREGON

SITE AREA: 24.85 ACRES  
 BUILDING AREA:  
 EXISTING  
 1ST FLOOR 119,814 SF  
 MEZANINE 6,882 SF  
 NEW 1ST FLOOR 31,211 SF  
 TOTAL 151,021 SF

LANDSCAPE AREA:  
 REQUIRED: 162,343 SF (150%)  
 PROPOSED: 611,957 SF (181,200%)

PARKING PROVIDED:

TYPE	SIZE	PROVIDED
STANDARD	9' X 18.5'	164 STALLS
COMPACT	8.5' X 15'	5 STALLS
HIC ACCESSIBLE	9' X 18.5'	8 STALLS
<b>TOTAL PROVIDED PARKING:</b>		<b>177 STALLS</b>

**KEYNOTES**

- ① NEW VANPOOL PARKING
- ② NEW BIKE PARKING INSIDE BUILDING
- ③ PROPERTY LINE
- ④ REBUILD IE:SIDEWALK FOR ADA ACCESSIBILITY COMPLIANCE
- ⑤ FIRE TRUCK TURN AROUND AREA

**LEGEND**

- ⊙ FIRE HYDRANT
- ⊙ LIGHT POLE
- ⊙ CATCH BASIN
- ⊙ SANITARY SEWER LINE
- ⊙ SANITARY LINE
- ⊙ DOCK HIGH
- ⊙ DRIVE IN
- ⊙ ACCESSIBLE PARKING
- ⊙ COMPACT VEHICLE PARKING
- ⊙ VANPOOL PARKING
- ⊙ EXISTING
- ⊙ DOWNSPOUT
- ⊙ CONIFEROUS TREE
- ⊙ DECIDUOUS TREE
- ⊙ SIGN POLE
- PROPERTY BOUNDARY
- PROPERTY EASEMENT
- ▭ MANEUVERING LANDSCAPE AND SLOPE EASEMENT

**NORTH**  
**1 SITE PLAN**  
 AT.1 1" = 80'-0"

**PRELIMINARY  
 PLAN ONLY-NOT  
 FOR  
 CONSTRUCTION**

1 09/13/2019 ARCHITECTURAL REVIEW SET  
 2

**CIDA**  
 ARCHITECTURE  
 ENGINEERING  
 PLANNING  
 INTERIORS

15895 SW 72ND AVE SUITE 220  
 PORTLAND OREGON 97224  
 TEL 503 224 1283  
 FAX 503 224 1470  
 WWW.CIDAINC.COM

BUILDING EXPANSION  
**JAE OREGON**  
 11555 SW LEVETON DR  
 TUALATIN, OR

SITE PLAN

**A0.1**

JOB NO. 19017001

© 2019 JAE OREGON. ALL RIGHTS RESERVED.