

1433 SW Sixth Avenue (503)646-4444

# OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Portland General Electric Company 121 SW Salmon St. Portland, OR 97204

Customer Ref.:	12150 SW Tualatin Sherwood Road
Order No.:	45141904212
Effective Date:	March 20, 2019 at 08:00 AM
Charge:	\$350.00

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

# THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

# Part One - Ownership and Property Description

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

Portland General Electric Company, an Oregon corporation

# Premises. The Property is:

# (a) Street Address:

12150 SW Tualatin Sherwood Road, Tualatin, OR 97062

(b) Legal Description:

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

### Part Two - Encumbrances

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

#### EXCEPTIONS

1. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

Tax Identification : R546822 Affects: Parcel I and III

Tax Identification: R546840 Affects: Parcel II

THE FOLLOWING EXCEPTIONS AFFECT PARCEL I:

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled:	Dedication Deed
In favor of:	Washington County
Purpose:	Permanent Drainage
Recording Date:	January 8, 1993
Recording No:	93001500
Affects:	North line
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3. Access Agreement including the terms and provisions thereof

Executed by:Washington County and Earl J. and Loris D. ItelRecording Date:January 8, 1993Recording No.:93001502Affects: As described therein

THE FOLLOWING EXCEPTIONS AFFECT PARCEL II:

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Raymond A. Stevens and Celia A. Stevens Purpose: Maintain and service 8 inch tile line for drainage Recording Date: November 23, 1959 Recording No: Book 424 Page 648 Affects: Northeast portion exact location not stated however

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Dedication Deed In favor of: Washington County Purpose: Permanent Drainage Recording Date: January 8, 1993

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Recording No: 93001500 Affects: North line

6. Access Agreement including the terms and provisions thereof

Executed by: Washington County and Earl J. and Loris D. Itel Recording Date: January 8, 1993 Recording No.: 93001502 Affects: As described therein

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

Granted to: Washington County Purpose: Permanent slope and drainage Recording Date: August 14, 2015 Recording No: 2015-069441 Affects: West and Northwesterly portions as described therein

THE FOLLOWING EXCEPTIONS AFFECT ALL PARCELS:

- 8. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
- 9. Waiver of Rights and Remedies, including the terms and provisions thereof :

Purpose:	Measure 37 & 49 Waiver of rights and Remedies
Recording Date:	December 19, 2018
Recording No.:	2018-084997

10. Mortgage Notice, including the terms and provisions thereof

Recording Date:	February 11, 2019
Recording No:	2019-008401

Note: Property Taxes are paid for the fiscal year as follows:

 Fiscal Year:
 2018-2019

 Amount:
 \$3,352.26

 Levy Code:
 088.13

 Account No.:
 R546822

 Map No.:
 2S127C-00500

 Affects: Parcel I and III

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note: Property Taxes are paid for the fiscal year as follows:

Fiscal Year:	2018-2019
Amount:	\$126.06
Levy Code:	088.13
Account No.:	R546840

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Map No.: 2S127C-00701 Affects: Parcel II

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

# End of Reported Information

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

Kim Alf 503-469-4156 Kim.Alf@TitleGroup.FNTG.com

Fidelity National Title Company of Oregon 1433 SW Sixth Avenue Portland, OR 97201

### PARCEL I:

A tract of land Situated in the West one half of Section 27, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being described as follows:

Beginning at a point 975.46 feet East of the West quarter section corner between Sections 27 and 28, Township 2 South, Range 1 West, Willamette Meridian, thence North 89° 47' East along the East-West center line of said Section 27, a distance of 326.99 feet to a point; thence North 0° 03' West 689.7 feet to a point, thence South 85° 20' West to a point directly North of the beginning point hereof; thence South 662.62 feet to the place of beginning;

ALSO: Beginning at a point 462 .3 feet East of the quarter section corner between Sections 2 and 28, Township 2 South, Range 1 West, Willamette Meridian, and running thence South 1315.38 feet; thence North 89° 47' East 513.16 feet; thence North 1978.0 feet to the center of the county road; thence South 85° 20' West 179.0 feet, thence South 82° 04' West, 341.6 feet; thence South 601.11 feet to the place of beginning.

### PARCEL II:

A tract of land Situated in the West one half of Section 27, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being described as follows:

Commencing at the quarter section corner between Sections 27 and 28, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; running thence South 1315.38 feet; thence North 89°47' East, 462.3 feet; thence North 1590.39 feet to an iron which bears South 89°59' East, 462.2 feet and North 275.0 feet from the West quarter corner of said Section 27; thence West, 150.75 feet to an iron; thence North parallel with the East line of the tract conveyed to R.A. Stevens and Celia A. Stevens, husband and wife, by deed recorded September 3, 1948 in Book 288, Page 561, 276.6 feet to an iron; thence continuing North 28.5 feet, more or less, to the North line of said Stevens tract; thence South 82°04' West, 313.3 feet to the Northwest corner of said Stevens tract; thence of beginning;

EXCEPTING THEREFROM that portion conveyed to Washington County for right of way purposes in Dedication Deed recorded August 14, 2015 as Recorder's No. 2015-069441, Washington County Deed Records.

### PARCEL III:

A tract of land Situated in the West one half of Section 27, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being described as follows:

Beginning at a point 975.46 feet East of the quarter section corner between Sections 27 and 28, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 1315.38 feet; thence North 89°47' East 1 rod; thence North to the County Road; thence Northwesterly along the County Road to a point due North of the beginning point; thence South 662.62 feet to the place of beginning; EXCEPTING THEREFROM that portion described as follows:

Beginning at a point 975.46 feet East of the West quarter section corner between Sections 27 and 28, Township 2 South, Range 1 West, Willamette Meridian, thence North 89° 47' East along the East-West center line of said Section 27, a distance of 326.99 feet to a point; thence North 0° 03' West 689.7 feet to a point, thence South 85° 20' West to a point directly North of the beginning point hereof; thence South 662.62 feet to the place of beginning.

# LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

END OF THE LIMITATIONS OF LIABILITY