



## Land Use Application

Project Information		
Project Title: <b>Avery Industrial</b>		
Brief Description: <i>AR review app. for a(2) building industrial complex w/ associated site work.</i>		
Property Information		
Address: <b>10700 SW Tualatin Greenwood Rd, Tualatin, OR</b>		
Assessor's Map Number and Tax Lots: <b>25127AA 02100</b>		
Applicant/Primary Contact		
Name: <b>Beth Zauner</b>	Company Name: <b>AAI Engineering</b>	
Address: <b>4075 SW Griffith Dr. # 120</b>		
City: <b>Beaverton</b>	State: <b>OR</b>	ZIP: <b>97005</b>
Phone: <b>503/620/3030</b>	Email: <b>bethz@aaiaeng.com</b>	
Property Owner		
Name: <b>Phelan MJD2 LLC</b>		
Address: <b>450 Newport Center Dr. #405</b>		
City: <b>Newport Beh.</b>	State: <b>CA</b>	ZIP: <b>97660</b>
Phone: <b>949/531/6553</b>	Email: <b>mdcarmey@phelandevco.com</b>	
Property Owner's Signature: 		Date: <b>3/14/22</b>

*(Note: Letter of authorization is required if not signed by owner)*

<b>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.</b>	
Applicant's Signature: 	Date: <b>3/12/2022</b>

**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)    |   |

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



## Land Use Application

### Project Information

Project Title: **Avery Industrial**

Brief Description: **2-building Industrial complex w/associated site work**

### Property Information

Address: **10500 SW Tualatin Sherwood Rd. Tualatin, OR**

Assessor's Map Number and Tax Lots: **25127AA 02100**

### Applicant/Primary Contact

Name: **Belh Zauner** Company Name: **AAI Engineering**

Address: **4075 SW Griffith Dr. #100**

City: **Beaverton,** State: **OR** ZIP: **97005**

Phone: **503-620-3030** Email:

### Property Owner

Name: **Airgas USA, LLC**

Address: **3737 Warsham Ave.**


City: **Long Beach** State: **CA** ZIP: **90809**

Phone: **502/627/3154** Email: **chris.sec.katz@airgas.com**

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Note: Letter of authorization is required if not signed by owner)*

**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.**

Applicant's Signature:  Date: **4/25/2022**

### Land Use Application Type:

- Annexation (ANN)
- Architectural Review (AR)
- Architectural Review—Single Family (ARSF)
- Architectural Review—ADU (ARADU)
- Conditional Use (CUP)
- Historic Landmark (HIST)
- Industrial Master Plan (IMP)
- Plan Map Amendment (PMA)
- Plan Text Amendment (PTA)
- Tree Removal/Review (TCP)
- Minor Architectural Review (MAR)
- Minor Variance (MVAR)
- Sign Variance (SVAR)
- Variance (VAR)

### Office Use

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

# Project Contact Information

## Avery

### Property Owner:

Phelan MJD2 LLC  
6750 SW Bradbury Ct.  
Portland, OR 97224  
503.718.8837  
mdearmey@phelandevco.com

### Applicant:

Phelan Development Company  
6750 SW Bradbury Ct.  
Portland, OR 97224  
503.718.8837  
mdearmey@phelandevco.com

### Architect:

CCA, Inc.  
18600 MacArthur Boulevard, Suite 300  
Irvine, CA 92612  
949.833.1930  
[alexj@ccarchitects.com](mailto:alexj@ccarchitects.com)

### Engineer:

AAI Engineering  
4875 SW Griffith Drive #100  
Beaverton, OR 97005  
503.620.3030  
[craigh@aaieng.com](mailto:craigh@aaieng.com)

### Planner:

AAI Engineering  
4875 SW Griffith Drive #100  
Beaverton, OR 97005  
503.620.3030  
[bethz@aaieng.com](mailto:bethz@aaieng.com)

### Landscape Architect

AAI Engineering  
4875 SW Griffith Drive #100  
Beaverton, OR 97005  
503.620.3030  
[teresal@aaieng.com](mailto:teresal@aaieng.com)

Traffic Engineer:

Lancaster Mobley Engineering  
321 SW 4<sup>th</sup> Ave. #400  
Portland, OR 97204  
503.248.0373  
daniel@lancastermobley.com

Survey:

NW Surveying  
Clint Stubbs  
1815 NW 169<sup>th</sup> Pl. #2090  
Beaverton, OR 97006  
503-848-2127  
clint@nwsrvy.com



*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### COMMITMENT FOR TITLE INSURANCE

**Issued By**

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 200 SW Market Street, Suite 250, Portland, OR 97201

Issuing Office's ALTA® Registry ID:

Loan ID No.:

Commitment No.: 1097907-A

Issuing Office File No.: 1097907-A

Property Address: , , OR

Revision No.:

### SCHEDULE A

1. Commitment Date: March 07, 2022

2. Policy to be issued:

(a)  ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$0.00 \$

(b)  ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$0.00 \$

(c)  ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is

**Fee Simple as to Parcels 1 and 2, and Easement as to Parcels 2A and 2B**

4. The Title is, at the Commitment Date, vested in:

Air Liquide America Specialty Gases LLC as to Parcel 1; and Phelan-MJD2, LLC, a California limited liability company as to Parcels 2, 2A, and 2B

5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

***FIRST AMERICAN TITLE INSURANCE COMPANY***

**By:**

**Authorized Signatory**

If there are any questions concerning this Commitment, please contact:

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at

First American Title Insurance Company National Commercial Services  
200 SW Market Street, Suite 250  
Portland, OR 97201  
(503)795-7600 phone

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Form 53000341 (8-9-18)	Page 5 of 12	OTIRO C-03 (Cond 9 Deleted) (Rev 4-2-18) ALTA Commitment for Title Insurance (8-1-16) Oregon
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*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

Commitment No.: 1097907-A

## **SCHEDULE B, PART I**

### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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## **Schedule BI & BII (Cont.)**

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

Commitment No.: 1097907-A

### **SCHEDULE B, PART II**

#### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the Land), encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
7. City liens, if any, for the City of Tualatin.

Note: An inquiry has NOT been made concerning the actual status of such liens. A fee of \$25.00 will be charged per tax account each time an inquiry request is made.

8. These premises are within the boundaries of the Clean Water Service District and are subject to the levies and assessments thereof.

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9. Unrecorded leases or periodic tenancies, if any.

**THE FOLLOWING EXCEPTIONS AFFECT PARCEL 1**

10. Easement, including terms and provisions contained therein:  
Recording Information: January 19, 1971 in Book 804, page 186  
In Favor of: Oregon Electric Railway Company  
For: Railroad right-of-way
11. Easement, including terms and provisions contained therein:  
Recording Information: March 6, 2007 as Recording No. 2007-024967  
In Favor of: Slopes  
For: Tri-County Metropolitan Transportation District of Oregon, a mass transit district
12. Easement, including terms and provisions contained therein:  
Recording Information: November 1, 2008 as Recording No. 2008-093292  
In Favor of: AT&T Corp.  
For: Telecommunications purposes
13. The terms and provisions contained in the document entitled "Private Stormwater Facilities Agreement" recorded August 18, 2021 as Recording No. 2021-089908 of Official Records.
14. Easement, including terms and provisions contained therein:  
Recording Information: November 18, 2021 as Recording No. 2021-120644  
In Favor of: Portland General Electric Company, an Oregon corporation  
For: Utilities
15. The herein described property appears to be a portion of an existing tract. We find no partition plat of record. A sale or conveyance of said parcel may be in violation of the partition statutes as set out under O.R.S. 92.010 through 92.190.

**THE FOLLOWING EXCEPTIONS AFFECT PARCEL 2**

16. Easement, including terms and provisions contained therein:  
Recording Information: September 13, 1990 as Fee No. 90049686  
In Favor of: Washington County, a political subdivision of the State of Oregon  
For: Drainage
17. The terms and provisions contained in the document entitled "Dedication of Real Property Agreement" recorded April 15, 1991 as Fee No. 91017983.
18. Easements for private access and utility purposes as shown on the recorded plat of Partition Plat No. 2003-040.
19. Restrictions shown on the recorded plat of Partition Plat No. 2003-040.
20. Covenants, conditions, restrictions and easements in the document recorded December 1, 2004 as Fee No. 2004 137530, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

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Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded June 9, 2006 as Fee No. 2006 068730.

21. An easement for cable, as well as to install new conduits and fiber or replacement technology and incidental purposes, recorded November 17, 2008 as Fee No. 2008 093292 (Case No. 1:99-ml-9313-DFH-TAB).  
In Favor of: AT&T Corp. and AT&T Communications - East, Inc. (formerly AT&T Communications, Inc.)  
Affects: As described therein
22. 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.

-END OF EXCEPTIONS-

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Form 53000341 (8-9-18)	Page 9 of 12	OTIRO C-03 (Cond 9 Deleted) (Rev 4-2-18) ALTA Commitment for Title Insurance (8-1-16) Oregon
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**INFORMATIONAL NOTES**

NOTE: Taxes for the year 2021-2022, paid in full.

Tax Amount: \$15,943.19

Code No.: 023.76

Map & Tax Lot No. 2S126B-00105

Property ID/Key No. R541211

NOTE: Taxes for the year 2021-2022, paid in full.

Tax Amount: \$28,163.25

Code No.: 023.76

Map & Tax Lot No. 2S127AA02100

Property ID/Key No. R2120489

**The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.**

**In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:**

- A. Survey or alternative acceptable to the Company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the Land. In the event of new construction or remodeling the following is required:
  - i. Satisfactory evidence that no construction liens will be filed; or
  - ii. Adequate security to protect against actual or potential construction liens;
  - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon

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Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: 1097907-A

File No.: 1097907-A

The Land referred to herein below is situated in the County of Multnomah and Washington, State of Oregon, and is described as follows:

PARCEL 1:

A TRACT OF LAND BEING A PORTION OF THAT PROPERTY CONVEYED TO AIR LIQUIDE AMERICA SPECIALTY GASES LLC, BY A DEED RECORDED DECEMBER 23, 2015 AS DOCUMENT NUMBER 2015-104807, WASHINGTON COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT BEING MARKED BY A 2 INCH BRASS DISK, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 2003-040, WASHINGTON COUNTY PLAT RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2, SOUTH 00°16'13" EAST 301.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 2, SOUTH 00°16'13" EAST 199.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE MOST EASTERLY NORTHEAST CORNER OF PARCEL 3 OF SAID PARTITION PLAT NO. 2003-040; THENCE ALONG THE MOST EASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHERLY EXTENSION THEREOF, SOUTH 00°13'51" EAST 311.81 FEET TO A POINT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD (25.00 FEET NORTHERLY FROM THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES); THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BURLINGTON NORTHERN RAILROAD, 469.12 FEET ALONG A NON-TANGENT CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2890.00 FEET, A DELTA ANGLE OF 09°18'02", AND A LONG CHORD OF NORTH 43°44'01" EAST 468.61 FEET TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY OF THAT PROPERTY CONVEYED TO AIRGAS-NORPAC, INC. BY A DEED RECORDED MAY 08, 2002 AS DOCUMENT NUMBER 2002-054348, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID AIRGAS-NORPAC, INC. PROPERTY, 182.00 FEET ALONG A NON-TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 383.07 FEET, A DELTA ANGLE OF 27°13'19", AND A LONG CHORD OF NORTH 14°35'11" EAST 180.29 FEET; THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID AIRGAS-NORPAC, INC. PROPERTY, SOUTH 89°38'58" WEST 371.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO BLA CASE FILE NO. \_\_\_\_\_

PARCEL 2:

PARCEL 3, PARTITION PLAT NO. 2003-040, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL 2A:

AN EASEMENT FOR PRIVATE ACCESS AND UTILITY AS SET FORTH ON PARTITION PLAT NO. 2003-040, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON AND STATE OF OREGON.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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PARCEL 2B:

AN EASEMENT FOR SIDEWALK PURPOSES AS CREATED BY THAT CERTAIN AMENDMENT TO RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT RECORDED JUNE 9, 2006 AS FEE NO. 2006-068730.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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Form 53000341 (8-9-18)	Page 12 of 12	OTIRO C-03 (Cond 9 Deleted) (Rev 4-2-18) ALTA Commitment for Title Insurance (8-1-16) Oregon
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 <p style="font-size: 24pt; font-weight: bold; margin-top: 10px;">Owner's Policy</p>	<p style="font-weight: bold; margin-top: 0;">Owner's Policy of Title Insurance</p> <p>ISSUED BY  <b>First American Title Insurance Company</b></p> <p>POLICY NUMBER  <b>5031941-1097907-0</b></p>
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**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, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska 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, incompetency, 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.
3. Unmarketable Title.
4. No right of access to and from the Land.

**(Covered Risks Continued on Page 2)**

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In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Greg L. Smith  
Secretary

(This Policy is valid only when Schedules A and B are attached)

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**COVERED RISKS (Continued)**

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 protection
 if 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
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) 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
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) 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;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) 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
- (e) 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
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) 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.

**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.

**CONDITIONS (Continued)**

- (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.

## CONDITIONS (Continued)

**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 **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**



*First American Title*


ISSUED THROUGH THE OFFICE OF:



*First American Title*

FIRST AMERICAN  
TITLE INSURANCE  
COMPANY

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643

	<b>First American</b>	<b>Owner's Policy of Title Insurance</b>
<b>Schedule A</b>		ISSUED BY <b>First American Title Insurance Company</b>
		POLICY NUMBER <b>1097907-0</b>

Name and Address of Title Insurance Company:

**First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.**

File No.: NCS-1097907-OR1

Address Reference: 10700 SW Tualatin-Sherwood  
Road, Tualatin, OR 97062

Amount of Insurance: \$3,375,000.00

Premium: \$7,928.00 short term

Date of Policy: Date of Recording at time  
of Recording

1. Name of Insured:

Phelan-MJD2, LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Phelan-MJD2, LLC, a California limited liability company

4. The Land referred to in this policy is described as follows:

PARCEL I:


PARCEL 3, PARTITION PLAT NO. 2003-040, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL II:

AN EASEMENT FOR PRIVATE ACCESS AND UTILITY AS SET FORTH ON PARTITION PLAT NO. 2003-040, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL III:

AN EASEMENT FOR SIDEWALK PURPOSES AS CREATED BY THAT CERTAIN AMENDMENT TO RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT RECORDED JUNE 9, 2006 AS FEE NO. 2006 068730.

 <p><b>First American</b></p> <p><b>Schedule B</b></p>	<p><b>Owner's Policy of Title Insurance</b></p> <p>ISSUED BY <b>First American Title Insurance Company</b></p> <p>POLICY NUMBER <b>1097907-0</b></p>
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File No.: NCS-1097907-OR1

**EXCEPTIONS FROM COVERAGE**

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. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.
2. These premises are within the boundaries of the Clean Water Service District and are subject to the levies and assessments thereof.
3. Easement, including terms and provisions contained therein:  
Recording Information: September 13, 1990 as Fee No. 90049686  
In Favor of: Washington County, a political subdivision of the State of Oregon  
For: Drainage
4. Easements for private access and utility purposes as shown on the recorded plat of Partition Plat No. 2003-040.
5. Restrictions shown on the recorded plat of Partition Plat No. 2003-040.
6. Covenants, conditions, restrictions and easements in the document recorded December 1, 2004 as Fee No. 2004 137530, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded June 9, 2006 as Fee No. 2006 068730.

7. An easement for cable, as well as to install new conduits and fiber or replacement technology and incidental purposes, recorded November 17, 2008 as Fee No. 2008 093292 (Case No. 1:99-ml-9313-DFH-TAB).  
In Favor of: AT&T Corp. and AT&T Communications - East, Inc. (formerly AT&T Communications, Inc.)  
Affects: As described therein



8. Survey prepared by Northwest Surveying, Inc., dated November 4th 2021 (preliminary), under Job No. 2359, shows the following:

1. The property is currently being used for storage and parking by lakeside lumber. No agreement found.
2. A 6" chain-link fence with barbed wire extends up to 3.3 feet onto the surveyed property along the Westerly South line.
3. An 8" chain-link fence with barbed wire extends onto the Southerly portion of Parcel 2 of Partition Plat 2003-040 up to 11 feet.

**NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.**

**There are requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.**



*First American*

**CONTIGUITY - SINGLE  
PARCEL ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

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

1. the failure of Parcel III of Partition Plat 2003-040 to be contiguous to Parcels I and II of said Partition Plat as the boundaries are delineated in the map of said Plat, 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.

Date:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR219.1-06 (7-1-14)	Page 10 of 28	OTIRO 219.1-06 Contiguity - Single Parcel (ALTA 19.1-06) (6-17-06) Oregon
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***First American***

**ZONING ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone MG - General Manufacturing;
  - b. The following use or uses are not allowed under that classification: Industrial
2. There shall be no liability under this endorsement based on
  - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
  - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
  - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

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.

Date:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR203-06 (7-1-14)	Page 12 of 28	OTIRO 203-06 Zoning (ALTA 3-06)(6-17-06) Oregon
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Form 5031941 (2-15-18)	Page 12 of 28	OTIRO PO-04 ALTA Owner's Policy of Title Insurance (6-17-06) Oregon
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*First American*

**COMMERCIAL ENVIRONMENTAL  
PROTECTION LIEN ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

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.

Date:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR208.2-06 (7-1-14) Page 13 of 28 OTIRO 208.2-6 Commercial Environmental Protection Lien (ALTA 8.2-06) (10-16-08)



*First American*

**COVENANTS, CONDITIONS AND RESTRICTIONS -  
LAND UNDER DEVELOPMENT - OWNER'S POLICY ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Date:

Premium: \$

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 purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Future Improvement" means a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - c. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by *Phelan Development* dated January 8, 2022, last revised \_\_\_\_\_, designated as *Avery One* consisting of 1 sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;
  - b. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
  - c. 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.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

Order Reference:

**IN WITNESS WHEREOF**, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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Form 50-OR209.8-06 (9-8-14)	Page 15 of 28	OTIRO 209.8-06 (ALTA 9.8-06) Covenants, Conditions and Restrictions - Land Under Development - Owner's Policy (4-2-12)
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*First American*

**PRIVATE RIGHTS - OWNER'S POLICY**

**Issued by**

***First American Title Insurance Company***

Date: Premium: \$

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:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
  - b. "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this Owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.
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;
  - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
  - d. any Private Right in an instrument identified in Exception(s) N/A 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.

Order Reference:

***IN WITNESS WHEREOF***, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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*First American*

**ACCESS AND ENTRY  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

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-Sherwood 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.

Date:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR217-06 (7-1-14)	Page 18 of 28	OTIRO-217-06 Access and Entry (ALTA 17-06) (6-17-06) Oregon
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*First American*

**UTILITY ACCESS ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

- Water service
- Electrical power service
- 
- Natural gas service
- Sanitary sewer
- 
- Telephone service
- Storm water drainage
- 

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) termination by a grantor, or its successor, of the rights-of-way or easements.

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.

Order Reference:

***IN WITNESS WHEREOF,*** the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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*First American*

**SINGLE TAX PARCEL  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

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.

Date:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR218-06 (7-1-14)	Page 20 of 28	OTIRO-218-06 Single Tax Parcel (ALTA 18-06) (6-17-06) Oregon
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*First American*

**SAME AS SURVEY ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

Date :

Premium : Paid

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 Northwest Surveying, Inc. dated November 4, 2021 Preliminary, and designated Job No. 2359.

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.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR225-06 (7-1-14)	Page 21 of 28	OTIRO 225-06 Same as Survey (Rev. 12-6-10) Oregon
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*First American*

**ENCROACHMENTS - BOUNDARIES AND EASEMENTS  
AND LAND UNDER DEVELOPMENT ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

Date:

Premium:

1. The insurance provided by this endorsement is subject to the exceptions 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 purposes of this endorsement only:
  - (a) "Improvement" means a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property.
  - (b) "Future Improvement" means any of the following to be constructed on the Land after Date of Policy in the locations according to the Plans and that by law constitutes real property:
    - (i) a building;
    - (ii) a structure; or
    - (iii) a paved area, including any road, walkway, parking area, driveway, or curb.
  - (c) "Plans" mean the survey, site and elevation plans, or other depictions or drawings prepared by Phelan Development dated January 8, 2022, last revised \_\_\_\_\_, designated as Avery One consisting of 1 sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - (a) An encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy identifies the encroachment;
  - (b) An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an Exception in Schedule B of the policy identifies the encroachment;
  - (c) Enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or
  - (d) Enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3(c) and 3(d) of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B:N/A

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.

Date:

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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Form 50-OR228.3-06 (8-9-18)	Page 23 of 28	OTIRO 228.3-06 Encroachments - Boundaries and Easements - Land Under Development (12-1-16) ALTA 28.3-06 (4-2-15) Technical Correction (12-1-16) Oregon
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*First American*

**MINERALS AND OTHER SUBSURFACE SUBSTANCES -  
LAND UNDER DEVELOPMENT ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

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 purposes of this endorsement only:
  - a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - b. "Future Improvement" means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by Phelan Development dated January 8, 2022, last revised \_\_\_\_\_, designated as Avery One consisting of 1 sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence;
  - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substance; or
  - c. the exercise of the rights described in (N/A).

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.

Date:



**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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Form 50-OR235.3-06 (8-9-18)	Page 25 of 28	OTIRO 235.3-06 Minerals and Other Subsurface Substances - Land Under Development (8-1-16) ALTA 35.3-06 (4-2-12) Technical Correction (8-1-16) Oregon
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*First American*

**POLICY AUTHENTICATION ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Date:

Premium: \$

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.

Order Reference:

***IN WITNESS WHEREOF***, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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Form 50-OR239-06 (9-8-14)	Page 26 of 28	OTIRO 239-06 (ALTA 39-06) Policy Authentication (4-2-13)
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*First American*

**WATER - LAND UNDER DEVELOPMENT ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1097907-O

File No.: NCS-1097907-OR1

Date:

Premium:

1. The insurance provided by this endorsement is subject to the exclusion 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 purposes of this endorsement only:
  - a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - b. "Future Improvement" means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by *Phelan Development* dated January 8, 2022, last revised \_\_\_\_\_, designated as *Avery One* consisting of 1 sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
  - b. negligence by a person or an Entity exercising a right to extract or develop water[; or]
  - c. the exercise of the rights described in (N/A)].\*

*\*Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.*

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.

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

Form 50-OR241.3-06 (7-1-14) Page 28 of 28 OTIRO 241.3-06 Water - Land Under Development (ALTA 241.3-06) (12-2-13)

 <p><b>First American</b></p> <p><b>Owner's Policy</b></p>	<p><b>Owner's Policy of Title Insurance</b>                  ISSUED BY  <b>First American Title Insurance Company</b>                  POLICY NUMBER  <b>5031941-1111165-L</b></p>
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**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, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska 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, incompetency, 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.
3. Unmarketable Title.
4. No right of access to and from the Land.

**(Covered Risks Continued on Page 2)**

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Greg L. Smith  
Secretary

(This Policy is valid only when Schedules A and B are attached)

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**COVERED RISKS (Continued)**

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 protection
 if 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
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) 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
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) 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;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) 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
- (e) 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
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) 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.

**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.

**CONDITIONS (Continued)**

- (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.



## CONDITIONS (Continued)

**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 **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**



*First American Title*


ISSUED THROUGH THE OFFICE OF:



*First American Title*

FIRST AMERICAN  
TITLE INSURANCE  
COMPANY

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643

	<p><i>First American</i></p>	<p>Owner's Policy of Title Insurance</p>
<p>Schedule A</p>		<p>ISSUED BY <b>First American Title Insurance Company</b></p>
		<p>POLICY NUMBER <b>1111165-L</b></p>


Name and Address of Title Insurance Company:  
**First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.**

File No.: NCS-1111165-OR1

Address Reference: 10500 Southwest Tualatin-Sherwood, Road, Tualatin, OR 97062      Amount of Insurance: \$1,500,000.00

Premium: \$4,703.00      Date of Policy: Recording Date at Recording Time

1. Name of Insured:  
 PHELAN-MJD2, LLC, a California limited liability company
2. The estate or interest in the Land that is insured by this policy is:  
 Fee Simple
3. Title is vested in:  
 PHELAN-MJD2, LLC, a California limited liability company
4. The Land referred to in this policy is described as follows:  
 See Exhibit "A" attached hereto and made a part hereof.

 <p><b>First American</b></p> <p><b>Schedule B</b></p>	<p><b>Owner's Policy of Title Insurance</b></p> <p>ISSUED BY  <b>First American Title Insurance Company</b></p> <p>POLICY NUMBER  <b>1111165-L</b></p>
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File No.: NCS-1111165-OR1

**EXCEPTIONS FROM COVERAGE**

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. These premises are within the boundaries of the Clean Water Services District and are subject to the levies and assessments thereof.
  
2. Easement, including terms and provisions contained therein:  
 Recording Information: January 19, 1971 in Book 804, page 186  
 In Favor of: Oregon Electric Railway Company  
 For: Railroad right-of-way
  
3. Easement, including terms and provisions contained therein:  
 Recording Information: March 6, 2007 as Recording No. 2007-024967  
 In Favor of: Slopes  
 For: Tri-County Metropolitan Transportation District of Oregon, a mass transit district
  
4. Easement, including terms and provisions contained therein:  
 Recording Information: November 1, 2008 as Recording No. 2008-093292  
 In Favor of: AT&T Corp.  
 For: Telecommunications purposes
  
5. The terms and provisions contained in the document entitled "Private Stormwater Facilities Agreement" recorded August 18, 2021 as Recording No. 2021-089908 of Official Records.
  
6. Easement, including terms and provisions contained therein:  
 Recording Information: November 18, 2021 as Recording No. 2021-120644  
 In Favor of: Portland General Electric Company, an Oregon corporation  
 For: Utilities

7. Survey prepared by Northwest Surveying, Inc., dated February 1, 2022, last revised February 9, 2022  
- Preliminary, under Job No. 2359, shows the following:

A - Chain link fencing meanders the Westerly boundary, and encroaches as shown. Ownership unknown.

B. Parent parcel of the pending boundary line adjustment creating the subject parcel is under construction North of the proposed boundary.

C. Graveled parking area extends onto surveyed property near the northwest corner..

**NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.**

**There are requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.**



*First American*

**ZONING - LAND UNDER DEVELOPMENT ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

1. For purposes of this endorsement:
  - a. "Improvement" means a building, structure, road, walkway, driveway, curb, subsurface utility or water well existing at Date of Policy or to be built or constructed according to the Plans that is or will be located on the Land, but excluding crops, landscaping, lawns, shrubbery, or trees.
  - b. "Plans" means those site and elevation plans made by TBD dated TBD, last revised TBD, designated as TBD consisting of TBD sheets.
  
2. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy
  - a. according to applicable zoning ordinances and amendments, the Land is not classified Zone TBD;
  - b. the following use or uses are not allowed under that classification:
  - c. There shall be no liability under paragraph 2.b. if the use or uses are not allowed as the result of any lack of compliance with any condition, restriction, or requirement contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.c. does not modify or limit the coverage provided in Covered Risk 5.
  
3. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing Improvement, as specified in paragraph 2.b. or requiring the removal or alteration of the Improvement, because of a violation of the zoning ordinances and amendments in effect at Date of Policy with respect to any of the following matters:
  - a. Area, width, or depth of the Land as a building site for the Improvement
  - b. Floor space area of the Improvement
  - c. Setback of the Improvement from the property lines of the Land
  - d. Height of the Improvement, or
  - e. Number of parking spaces.
  
4. There shall be no liability under this endorsement based on:
  - a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
  - b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

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.

Date:

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

By:

Authorized Countersignature

Form 50-OR203.2-06 (7-1-14)	Page 11 of 27	OTIRO 203.2-06 Zoning - Land Under Development (ALTA 3.2-06) (Rev. 4-2-12) Oregon - Technical Corrections (10-18-12)
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*First American*

**COMMERCIAL ENVIRONMENTAL  
PROTECTION LIEN ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1111165-L

File No.: NCS-1111165-OR1

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.

Date:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR208.2-06 (7-1-14) Page 12 of 27 OTIRO 208.2-6 Commercial Environmental Protection Lien (ALTA 8.2-06) (10-16-08)





*First American*

**COVENANTS, CONDITIONS AND RESTRICTIONS -  
LAND UNDER DEVELOPMENT - OWNER'S POLICY ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Date:

Premium: \$

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 purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Future Improvement" means a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - c. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by *TBD* dated *TBD*, last revised *TBD*, designated as *TBD* consisting of *TBD* sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;
  - b. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
  - c. 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.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

Order Reference:

**IN WITNESS WHEREOF**, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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Form 50-OR209.8-06 (9-8-14)	Page 14 of 27	OTIRO 209.8-06 (ALTA 9.8-06) Covenants, Conditions and Restrictions - Land Under Development - Owner's Policy (4-2-12)
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*First American*

**PRIVATE RIGHTS - OWNER'S POLICY**

**Issued by**

***First American Title Insurance Company***

Date: \_\_\_\_\_ Premium: \$ \_\_\_\_\_

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:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
  - b. "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this Owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.
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;
  - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
  - d. any Private Right in an instrument identified in Exception(s) N/A 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.

Order Reference: \_\_\_\_\_

***IN WITNESS WHEREOF***, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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*First American*

**UTILITY ACCESS ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1111165-L

File No.: NCS-1111165-OR1

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

- Water service
- Electrical power service
- 
- Natural gas service
- Sanitary sewer
- 
- Telephone service
- Storm water drainage
- 

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) termination by a grantor, or its successor, of the rights-of-way or easements.

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.

Order Reference:

***IN WITNESS WHEREOF,*** the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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*First American*

**CONTIGUITY - SINGLE  
PARCEL ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1111165-L

File No.: NCS-1111165-OR1

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

- 1. the failure of the Land to be contiguous to TBD along the TBD boundary line[s]; 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.

Date:

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR219.1-06 (7-1-14)	Page 18 of 27	OTIRO 219.1-06 Contiguity - Single Parcel (ALTA 19.1-06) (6-17-06) Oregon
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*First American*

**SAME AS SURVEY ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1111165-L

File No.: NCS-1111165-OR1

Date :

Premium :

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 Northwest Surveying, Inc. dated February 1, 2022 , last revised February 9, 2022 - Preliminary, and designated Job No. 2359.

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.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Form 50-OR225-06 (7-1-14)	Page 19 of 27	OTIRO 225-06 Same as Survey (Rev. 12-6-10) Oregon
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*First American*

**ENCROACHMENTS - BOUNDARIES AND EASEMENTS  
AND LAND UNDER DEVELOPMENT ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1111165-L

File No.: NCS-1111165-OR1

Date:

Premium:

1. The insurance provided by this endorsement is subject to the exceptions 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 purposes of this endorsement only:
  - (a) "Improvement" means a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property.
  - (b) "Future Improvement" means any of the following to be constructed on the Land after Date of Policy in the locations according to the Plans and that by law constitutes real property:
    - (i) a building;
    - (ii) a structure; or
    - (iii) a paved area, including any road, walkway, parking area, driveway, or curb.
  - (c) "Plans" mean the survey, site and elevation plans, or other depictions or drawings prepared by TBD dated TBD, last revised TBD, designated as TBD consisting of TBD sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - (a) An encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy identifies the encroachment;
  - (b) An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an Exception in Schedule B of the policy identifies the encroachment;
  - (c) Enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or
  - (d) Enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3(c) and 3(d) of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed 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.

Date:



**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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Form 50-OR228.3-06 (8-9-18)	Page 21 of 27	OTIRO 228.3-06 Encroachments - Boundaries and Easements - Land Under Development (12-1-16) ALTA 28.3-06 (4-2-15) Technical Correction (12-1-16) Oregon
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*First American*

**MINERALS AND OTHER SUBSURFACE SUBSTANCES -  
LAND UNDER DEVELOPMENT ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1111165-L

File No.: NCS-1111165-OR1

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 purposes of this endorsement only:
  - a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - b. "Future Improvement" means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by TBD dated TBD, last revised TBD, designated as TBD consisting of TBD sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence;
  - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substance; or
  - c. the exercise of the rights described in (TBD).

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.

Date:

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

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Form 50-OR235.3-06 (8-9-18)	Page 23 of 27	OTIRO 235.3-06 Minerals and Other Subsurface Substances - Land Under Development (8-1-16) ALTA 35.3-06 (4-2-12) Technical Correction (8-1-16) Oregon
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*First American*

**POLICY AUTHENTICATION ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Date:

Premium: \$

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.

Order Reference:

***IN WITNESS WHEREOF***, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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Form 50-OR239-06 (9-8-14)	Page 24 of 27	OTIRO 239-06 (ALTA 39-06) Policy Authentication (4-2-13)
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*First American*

**WATER - LAND UNDER DEVELOPMENT ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 1111165-L

File No.: NCS-1111165-OR1

Date:

Premium:

1. The insurance provided by this endorsement is subject to the exclusion 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 purposes of this endorsement only:
  - a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - b. "Future Improvement" means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
  - c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by *TBD* dated *TBD*, last revised *TBD*, designated as *TBD* consisting of *TBD* sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
  - b. negligence by a person or an Entity exercising a right to extract or develop water[; or]
  - c. the exercise of the rights described in ( )].\*

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.

**First American Title Insurance Company**



Dennis J. Gilmore, President



Greg L. Smith, Secretary

Form 50-OR241.3-06 (7-1-14)	Page 26 of 27	OTIRO 241.3-06 Water - Land Under Development (ALTA 241.3-06) (12-2-13)
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 <p><b>Exhibit A</b></p>	<p><i>First American</i></p>	<p>ISSUED BY  <b>First American Title Insurance Company</b></p> <p>POLICY NUMBER  <b>5011400-1111165-L</b></p>
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File No.: NCS-1111165-OR1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Washington, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

A tract of land being a portion of that property conveyed to Air Liquide America Specialty Gases LLC, by a deed recorded December 23, 2015 as Document Number 2015-104807, Washington County Deed Records, located in the northwest one-quarter of Section 26, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and more particularly described as follows:

Commencing at the northwest corner of said Section 26, said point being marked by a 2 inch brass disk, said point also being the northeast corner of Parcel 2 of Partition Plat No. 2003-040, Washington County Plat Records; Thence along the easterly line of said Parcel 2, South 00°16'13" East 301.00 feet to the Point of Beginning;

Thence continuing along the easterly boundary of said Parcel 2, South 00°16'13" East 199.00 feet to the southeast corner thereof, said point also being the most easterly northeast corner of Parcel 3 of said Partition Plat No. 2003-040; Thence along the most easterly line of said Parcel 3 and the southerly extension thereof, South 00°13'51" East 311.81 feet to a point located on the northerly right-of-way line of the Burlington Northern Railroad (25.00 feet northerly from the centerline thereof, when measured at right angles); Thence along the northerly right-of-way line of said Burlington Northern Railroad, 469.12 feet along a non-tangent circular curve to the right, having a radius of 2890.00 feet, a delta angle of 09°18'02", and a long chord of North 43°44'01" East 468.61 feet to its intersection with the westerly boundary of that property conveyed to Airgas-NorPac, Inc. by a deed recorded May 08, 2002 as Document Number 2002-054348, Washington County Deed Records; Thence along the westerly boundary of said Airgas-NorPac, Inc. property, 182.00 feet along a non-tangent circular curve to the left, having a radius of 383.07 feet, a delta angle of 27°13'19", and a long chord of North 14°35'11" East 180.29 feet; Thence departing the westerly boundary of said Airgas-NorPac, Inc. property, South 89°38'58" West 371.56 feet to the Point of Beginning.

The above legal description is pursuant to BLA Case file No. \_\_\_\_\_

**From:** [Beth Zauner](#)  
**To:** [Madeleine Nelson](#)  
**Subject:** RE: AR22-0003 Avery Industrial - Incomplete Application  
**Date:** Thursday, May 19, 2022 11:06:18 AM  
**Attachments:** [image003.png](#)  
[Avery Incomplete Responses.docx](#)

---

Hi Madeleine, nice to meet you!

I just sent Ty Darby (TVFR) asking him if he meant to attach conditions. I will let you know asap!

Also, as noted on the responses doc, the project site is not included in or adjacent to a CIO, and no contact was made. Do you need a more formal statement?

Thanks,

**Beth Zauner | Planner**

503.620.3030 | office 503.352.7682 | dir  
4875 SW Griffith Drive, Suite 100, Beaverton, OR 97005  
[www.aaieng.com](http://www.aaieng.com)



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# SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number

22-000027

 1. **Jurisdiction:** Sherwood

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

 Tax lot ID(s): 2S127AA02100

 OR Site Address: 10700 SW Tualatin Sherwood Rd.

 City, State, Zip: Sherwood, OR, 97062

 Nearest cross street: SW Avery St.

 3. **Owner Information**

 Name: Mutual Materials

Company: \_\_\_\_\_

 Address: 605 NE 119th Ave.

 City, State, Zip: Bellevue, WA, 98005

 Phone/fax: 888-688-8250

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 Industrial building

 4. **Applicant Information**

 Name: Beth Zauner

 Company: AAI Engineering

 Address: 4875 SW Griffith Dr. #100

 City, State, Zip: Beaverton, OR, 97005

 Phone/fax: 5036203030

 Email: bethz@aaieng.com

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

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

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

single industrial building with associated site work.

**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 Beth Zauner

 Print/type title Planner

 Signature ONLINE SUBMITTAL

 Date 11/30/2021

## 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 Stacy Benjamin

 Date 1/4/2022

 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

# SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number

22-000248

1. **Jurisdiction:** Tualatin

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

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

**OR Site Address:** 10500 SW Tualatin Sherwood Rd.

City, State, Zip: Tualatin, Oregon, 97062  
 Nearest cross street: SW Teton Ave.

3. **Owner Information**

Name: \_\_\_\_\_  
 Company: AirGas LLC  
 Address: 3737 Worsham Ave.  
 City, State, Zip: Long Beach, California, 90808  
 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 Industrial development

4. **Applicant Information**

Name: Beth Zauner  
 Company: AAI Engineering  
 Address: 4875 SW Griffith Dr. #100  
 City, State, Zip: Beaverton, OR, 97005  
 Phone/fax: 5036203030  
 Email: bethz@aaieng.com

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

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

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

Pre-screen was done for abutting lot. (22-000027) Same developer is buying a portion of this lot/ PLA.

**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 Beth Zauner

Print/type title Planner

Signature ONLINE SUBMITTAL

Date 1/12/2022

## 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 1 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.**

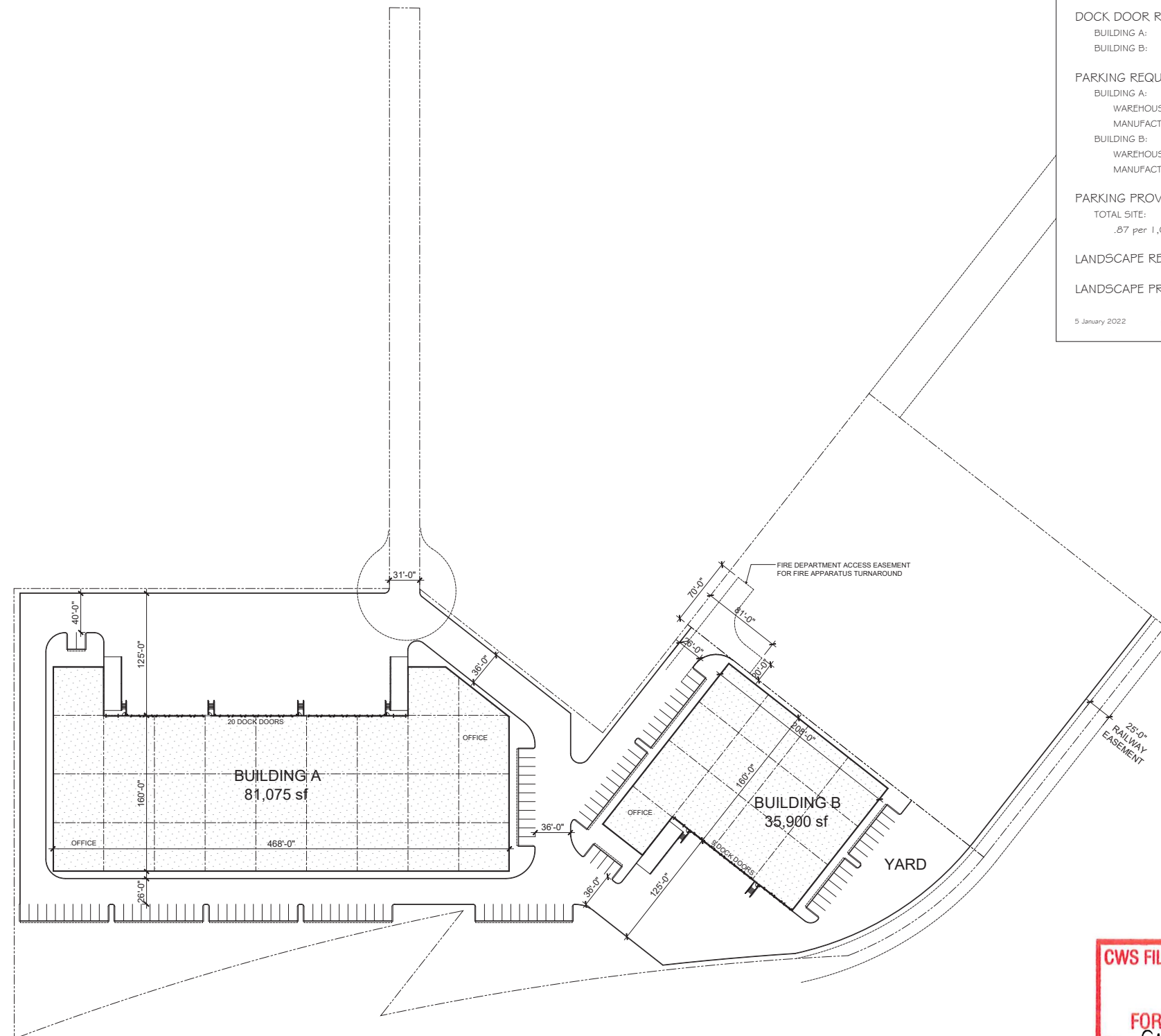
Reviewed by Stacy Benjamin

Date 2/1/2022

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

GROSS LOT AREA:	TBD
NET LOT AREA:	334,247 sf 7.7 acres
TOTAL BUILDING AREA:	116,975 sf
BUILDING A:	81,075
BUILDING B:	35,900
SITE COVERAGE (on NET):	35.0%
DOCK DOOR RATIO:	
BUILDING A:	1 / 4,054 sf
BUILDING B:	1 / 3,989 sf
PARKING REQUIRED:	97 spaces
BUILDING A:	67 spaces
WAREHOUSE (60%) at .3 per 1,000:	15 spaces
MANUFACTURING (40%) at 1.6 per 1,000:	52 spaces
BUILDING B:	30 spaces
WAREHOUSE (60%) at .3 per 1,000:	7 spaces
MANUFACTURING (40%) at 1.6 per 1,000:	23 spaces
PARKING PROVIDED:	103 spaces
TOTAL SITE:	103 spaces
.87 per 1,000 sf	
LANDSCAPE REQUIRED:	TBD
LANDSCAPE PROVIDED:	TBD
5 January 2022 p:\2018\18500 phelan development\18500.52 psd-avery 1\18500.52 scheme 3r1.dwg	



**PRELIMINARY SITE PLAN**  
**SCHEME 3r1**

01 December 2021

Avery One and Two  
Tualatin, Oregon

**CWS FILE NO. 22-000248**  
**Approved**  
**Clean Water Services**  
**FOR ENVIRONMENTAL REVIEW**  
By SNB Date 2/1/2022  
**SPL ATTACHMENT 1 OF 1**



**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: Beth Zauner  
Address: 4875 SW Griffith Dr. #100  
Phone: 503-620-3030  
Email: bethz@aaieng.com  
Site Address: 10700 SW Tualatin Sherwood Rd.  
City: Tualatin  
Map & Tax Lot #: 2S127AA 02100  
Business Name: AAI Engineering  
Land Use/Building Jurisdiction: Tualatin  
Land Use/ Building Permit # PRE-21-0032

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**

Two new construction Industrial buildings with associated site work and improvements.  
Building A = 81, 075 SF  
Building B = 31,050 SF

**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 # 2022 - 0054  
Permit Type: SP  
Submittal Date: \_\_\_\_\_  
Assigned To: DARBY  
Due Date: 5/11/22  
Fees Due: \_\_\_\_\_  
Fees Paid: \_\_\_\_\_

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

**This section is for application approval only**

[Signature] 0206 5/11/22  
Fire Marshal or Designee Date

Conditions:

See Attached Conditions:  Yes  No

Site Inspection Required:  Yes  No

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

Inspection Comments:

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

**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: Beth Zauner  
Address: 4875 SW Griffith Dr. #100  
Phone: 503-620-3030  
Email: bethz@aaieng.com  
Site Address: 10700 SW Tualatin Sherwood Rd.  
City: Tualatin  
Map & Tax Lot #: 2S127AA 02100  
Business Name: AAI Engineering  
Land Use/Building Jurisdiction: Tualatin  
Land Use/ Building Permit # PRE-21-0032

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

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- 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 # \_\_\_\_\_  
Permit Type: \_\_\_\_\_  
Submittal Date: \_\_\_\_\_  
Assigned To: \_\_\_\_\_  
Due Date: \_\_\_\_\_  
Fees Due: \_\_\_\_\_  
Fees Paid: \_\_\_\_\_

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

**This section is for application approval only**

Fire Marshal or Designee \_\_\_\_\_ Date \_\_\_\_\_

Conditions:

**See Attached Conditions:**  Yes  No

**Site Inspection Required:**  Yes  No

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

Inspection Comments:

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



www.tvfr.com

**Command & Business Operations Center  
and North Operating Center**  
11945 SW 70<sup>th</sup> Avenue  
Tigard, Oregon 97223-8566  
503-649-8577

**South Operating Center**  
8445 SW Elligsen Road  
Wilsonville, Oregon  
97070-9641  
503-649-8577

**Training Center**  
12400 SW Tonquin Road  
Sherwood, Oregon  
97140-9734  
503-259-1600

### FIRE DEPARTMENT ACCESS AND WATER SUPPLY PERMIT CHECKLIST

Project Name	Address and/or Legal Description	TVF&R Permit #
AVERY	10700 TUALATIN SHERWOOD RD. TUALATIN, OR	
Description of Proposed Work:	TWO INDUSTRIAL BUILDINGS W/ASSOCIATED SITE WORK	Jurisdiction: TUALATIN
Bldg. A = 81,075 Square B = 31,050 Footage:	Type of Construction: BLDG. A = III-B BLDG B = V-B	Fire Sprinklers: Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Fire Alarms: Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Bldg. Height: (Measured to gutter line or top of parapet) BLDG A = 39'-8" BLDG B = 37'-8"	ERRC <input type="checkbox"/> MERRC <input type="checkbox"/> N/A <input type="checkbox"/>

Complete checklist below if the submittal involves constructing or altering a building.

ITEM #	PROVIDED	REQUIREMENT	CODE REF
1	Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Fire service plans shall consist of a site plan and elevation views of buildings. The site plan shall be labeled as FS-1. Elevation view sheets shall be FS-2, FS-3, etc.	OFC 105.4.2
2	Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Access roads shall be 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. An approved turnaround is required if the remaining distance to an approved intersecting roadway, as measured along the fire apparatus access road, is greater than 150 feet. (OFC 503.1.1)	OFC 503.1.1
3	Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Dead end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved turnaround. Diagrams can be found in the corresponding guide located at: <a href="http://www.tvfr.com/DocumentCenter/View/1296">http://www.tvfr.com/DocumentCenter/View/1296</a> .	OFC 503.2.5 & D103.1
4	Y <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Buildings exceeding 30 feet in height or three stories in height shall have at least two separate means of fire apparatus access. (FLAG LOT)	D104.1
5	Y <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Buildings or facilities having a gross building area of more than 62,000 square feet shall have at least two approved separate means of fire apparatus access. Exception: Projects having a gross building area of up to 124,000 square feet that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.	OFC D104.2
6	Y <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Multifamily projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads. Exception: Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with an approved automatic sprinkler system in accordance with section 903.3.1.1, 903.3.1.2. Projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus roads regardless of whether they are equipped with an approved automatic sprinkler system.	OFC D106
7	Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Buildings with a vertical distance between the grade plane and the highest roof surface that exceeds 30 feet in height shall be provided with a fire apparatus access road constructed for use by aerial apparatus with an unobstructed driving surface width of not less than 26 feet. For the purposes of this section, the highest roof surface shall be determined by	OFC D105.1, D105.2

ITEM #	PROVIDED		REQUIREMENT	CODE REF
			measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of the parapet walls, whichever is greater. Any portion of the building may be used for this measurement, provided that it is accessible to firefighters and is capable of supporting ground ladder placement.	
8	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Developments of one- or two-family dwellings, where the number of dwelling units exceeds 30, shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3. Exception: Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.	OFC D107
9	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	At least one of the required aerial access routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial access road is positioned shall be approved by the Fire Marshal. Overhead utility and power lines shall not be located over the aerial access road or between the aerial access road and the building.	OFC D105.3, D105.4
10	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the area to be served (as identified by the Fire Marshal), measured in a straight line between accesses. <b>FLAG LOT</b>	OFC D104.3
11	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Fire apparatus access roads shall have an unobstructed driving surface width of not less than 20 feet (26 feet adjacent to fire hydrants and an unobstructed vertical clearance of not less than 13 feet 6 inches.	OFC 503.2.1 & D103.1
12	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	The fire district will approve access roads of 12 feet for up to three dwelling units (Group R-3) and accessory (Group U) buildings.	OFC 503.1.1
13	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Where access roads are less than 20 feet and exceed 400 feet in length, turnouts 10 feet wide and 30 feet long may be required and will be determined on a case by case basis.	OFC 503.2.2
14	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
15	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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	OFC 503.3
16	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
17	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Where access roads are less than 20 feet and exceed 400 feet in length, turnouts 10 feet wide and 30 feet long may be required and will be determined on a case by case basis.	OFC 503.2.2
18	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
19	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
20	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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%).	OFC D103.2
21	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Approved forest dwellings (in which the structure meets all County forest dwelling fire siting, fire retardant roof, and spark arrestor requirements) are allowed up to 20% maximum grade. Access roads greater than 20% shall be considered on a case-by-case basis. Forest dwelling access roads shall be an all-weather surface capable of supporting imposed loads of not less than 37,000 pounds gross vehicle weight and be no less than 12 feet minimum width. All other access requirements, including turnarounds shall be determined upon a heavy brush unit response capability to the individual property.	OFC 503.1.1 & D102.1.1

ITEM #	PROVIDED		REQUIREMENT	CODE REF
22	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
23	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Intersections shall be level (maximum 5%) with the exception of crowning for water run-off.	OFC 503.2.7 & D103.2
24	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Portions of aerial apparatus roads that will be used for aerial operations shall be as flat as possible. Front to rear and side to side maximum slope shall not exceed 10%.	OFC D103.2
25	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Gates securing fire apparatus roads shall comply with all of the following: <ol style="list-style-type: none"> <li>1. Minimum unobstructed width shall be not less than 20 feet (or the required roadway surface width).</li> <li>2. Gates shall be set back at minimum of 30 feet from the intersecting roadway or as approved.</li> <li>3. Electric gates shall be equipped with a means for operation by fire department personnel.</li> <li>4. Electric automatic gates shall comply with ASTM F 2200 and UL 325.</li> </ol>	OFC D103.5, & 503.6
26	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Private bridges shall be designed and constructed in accordance with the State of Oregon Department of Transportation and American Association of State Highway and Transportation Officials Standards <i>Standard Specification for Highway Bridges</i> . Vehicle load limits shall be posted at both entrances to bridges when required by the Fire Marshal.	OFC 503.2.6
27	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
28	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Where a portion of a commercial 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
29	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Where the most remote portion of a residential structure is more than 600 feet from a hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the structure(s), on-site fire hydrants and mains shall be provided.	OFC 507.5.1
30	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Rural one-and-two-family dwellings, where there is no fixed and reliable water supply and there is approved access, shall not be required to provide a firefighting water supply.	OFC B103
31	Y <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	Detached U occupancies, in rural areas, that are in excess of 3,600 square feet are not required to have a water supply when they have approved fire department access.	OFC D102
32	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
33	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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
34	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	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



ITEM #	PROVIDED		REQUIREMENT	CODE REF
35	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	<p>In new buildings where the design reduces the level of radio coverage for public safety communications systems below minimum performance levels, a distributed antenna system, signal booster, or other method approved by TVF&amp;R and Washington County Consolidated Communications Agency shall be provided.</p> <p><a href="http://www.tvfr.com/DocumentCenter/View/1296">http://www.tvfr.com/DocumentCenter/View/1296</a>.</p> <ul style="list-style-type: none"> <li>• Emergency responder radio system testing and/or system installation is required for this building. Please contact me (using my contact info below) for further information including an alternate means of compliance that is available. If the alternate method is preferred, it must be requested from TVF&amp;R prior to issuance of building permit.</li> <li>• Testing shall take place after the installation of all roofing systems; exterior walls, glazing and siding/cladding; and all permanent interior walls, partitions, ceilings, and glazing.</li> </ul> <p>MERRC Q&amp;A <a href="#">MERRC Q&amp;A</a>  MERRC Permit Application <a href="#">MERRC Permit Application</a></p>	OFC 510, Appendix F, & OSSC 915
36	Y <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	<p>A Knox box for building access may be required for structures and gates. See Appendix B for further information and detail on required installations. Order via <a href="http://www.knoxbox.com">www.knoxbox.com</a> or contact TVF&amp;R for assistance and instructions regarding installation and placement.</p>	OFC 506.1



10215 Southwest Middle Road, Wilsonville, OR 97170  
© 2018 Republic Services Inc. 1-800-947-9467 republicservices.com

March 24, 2022

Alex Jewell

Re: PD Avery I & II  
10700 SW Tualatin Sherwood Rd.  
Tualatin, OR 97062

Dear Alex,

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

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 site entrance and exit are adequate for our trucks to access the facility. The counterclockwise traffic pattern (attached) is adequate for our trucks to safely navigate the site and access the trash and recycle enclosures. Access to enclosure #2 is a 200-foot dead end and will require three dedicated park stalls near the enclosure to allow our trucks to safely turn-around. Enclosure #1 will require pull-out service and will be limited to trash and recycle containers no larger than 3-yards as well as glass receptacles. Enclosures #2 & #3 will allow for direct stab service and can accept up to two 8-yard containers each, for trash and recycle as well as glass receptacles.

The three enclosures with dimensions of 20' ft. wide X 10' ft. deep with double gates that will open 180 degrees and equipped with cane bolts to hold the gates in the open and closed position are adequate to house our equipment and for our trucks to safely service.

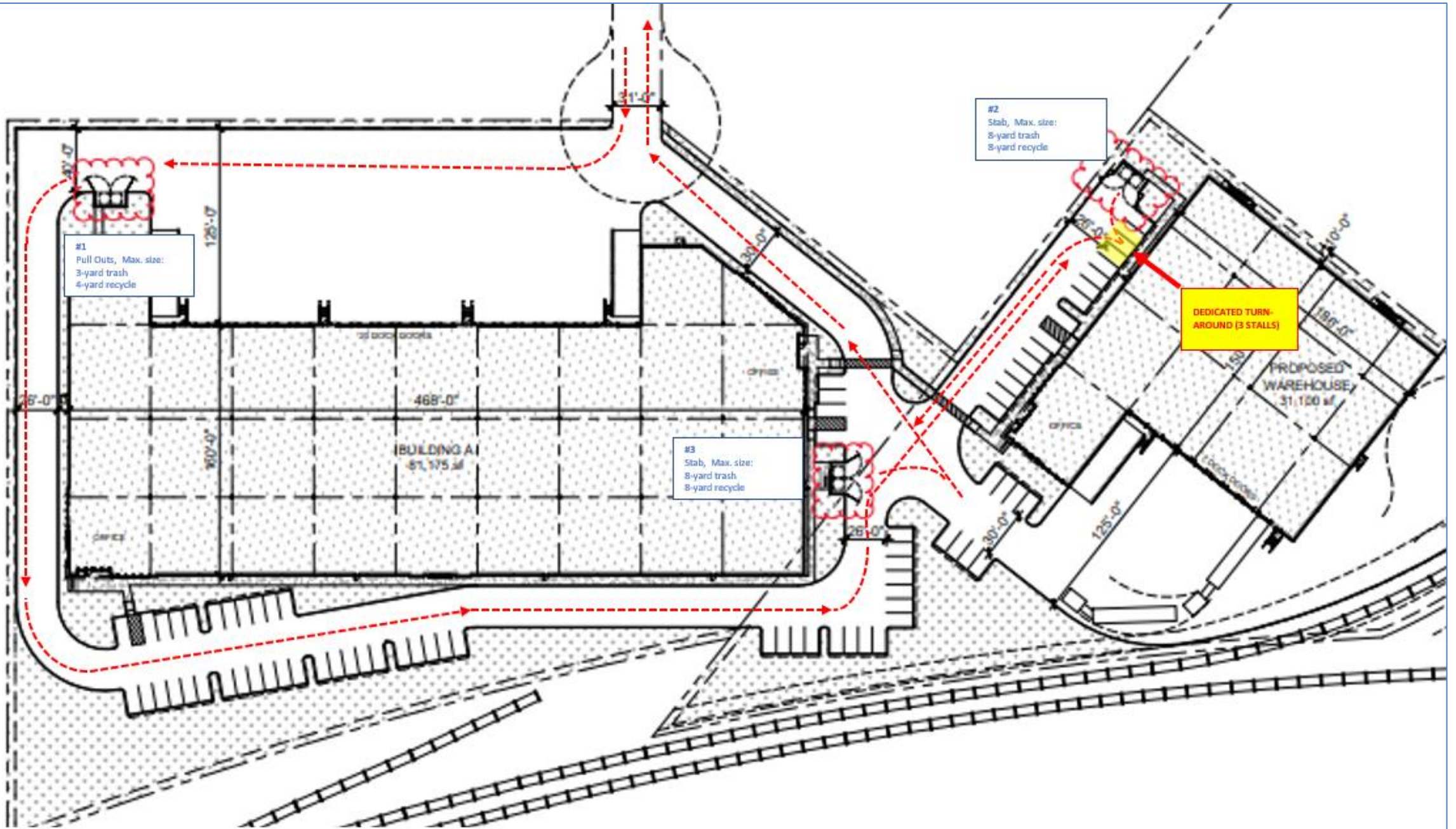
Trash service is available for this location Monday through Saturday. Recycle service is available Monday through Friday and both should be adequate for this site.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Herrod", written over a horizontal line.

Kelly Herrod  
Operations Supervisor  
Republic Services Inc.



Traffic Flow Pattern  
 10700 SW Tualatin Sherwood Rd. Tualatin  
 ~



Water supply modeling is necessary for larger projects to determine the impact of the project's water demand on the water supply system. Water supply modeling will be performed by a consulting engineer based on the most recent version of the Tualatin Water System Master Plan.

Due to possible impacts to the water supply system, the following projects in Tualatin require hydraulic modeling based on the size and type of the project and projected water use for the finished project. The outcome of modeling could require offsite improvements to the water supply system in order to ensure that adequate water supply is available to serve the project and reduce impacts to the overall system.

**Hydraulic modeling of the water supply system is required for the following project type/sizes/demand:**

Project Type	Criteria	Permit Fee
<b>Commercial or Industrial Building</b>	Building floor area greater than 48,300 square feet <b>or</b> Anticipated daily water demand greater than 870 gallons per acre per day	\$ 300 per building
<b>Residential development</b>	More than 49 dwelling units	\$ 1,000
<b>Multi-family development</b>	More than 49 dwelling units <b>or</b> a combined building floor area greater than 48,300 square feet	\$ 300 per building

Please complete this form and submit the form and required fee (if applicable) with your land-use application (architectural review, subdivision, etc.).

Commercial or Industrial Development

- Building floor area total = 112,125 square feet
- Anticipated water demand (if known) unknown gallons per day
- Described planned building use Industrial

Building A = 21,075 SF  
Building B = 31,050 SF

Residential Development

- Number of dwelling units or single family home lots \_\_\_\_\_

Multi-Family Residential Development

- Number of dwelling units \_\_\_\_\_
- Building floor area (sum of all building) \_\_\_\_\_
- Number of multi-family buildings \_\_\_\_\_

Permit fee required based on the information provided above \$ 600

- If no fee is required, enter \$0.

NOTE: Water Supply Modeling does not replace the requirement for fire hydrant flow testing. Flow testing of fire hydrants will still be required to verify adequate fire flow of finished system

## NOTICE OF NEIGHBOR/DEVELOPER MEETING

1/27/2022

AAI Engineering  
4875 SW Griffith Dr, #300  
Beaverton, Oregon 97005

RE: Avery Industrial

Dear Property Owner,

You are cordially invited to attend an online meeting on Wednesday, February 9, 2022 at 6:00pm. This meeting shall be held to discuss an Architecture Review application for a property located at 10700 SW Tualatin Sherwood Rd. in Tualatin, OR. Please refer to the attached Mailing Buffer Map for the property in question.

**This will be a FREE online meeting.**

Please join the meeting from a computer, tablet or smartphone.

<https://us06web.zoom.us/j/85437096963?pwd=R0NVNGhUeGhqNndBaXJKQkxuOTRmZz09>

Meeting ID: 854 3709 6963

Passcode: 288447

You can also dial in using your phone.

Dial by your location:

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 720 707 2699 US (Denver)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)


Find your local number: <https://us06web.zoom.us/j/85437096963?pwd=R0NVNGhUeGhqNndBaXJKQkxuOTRmZz09>

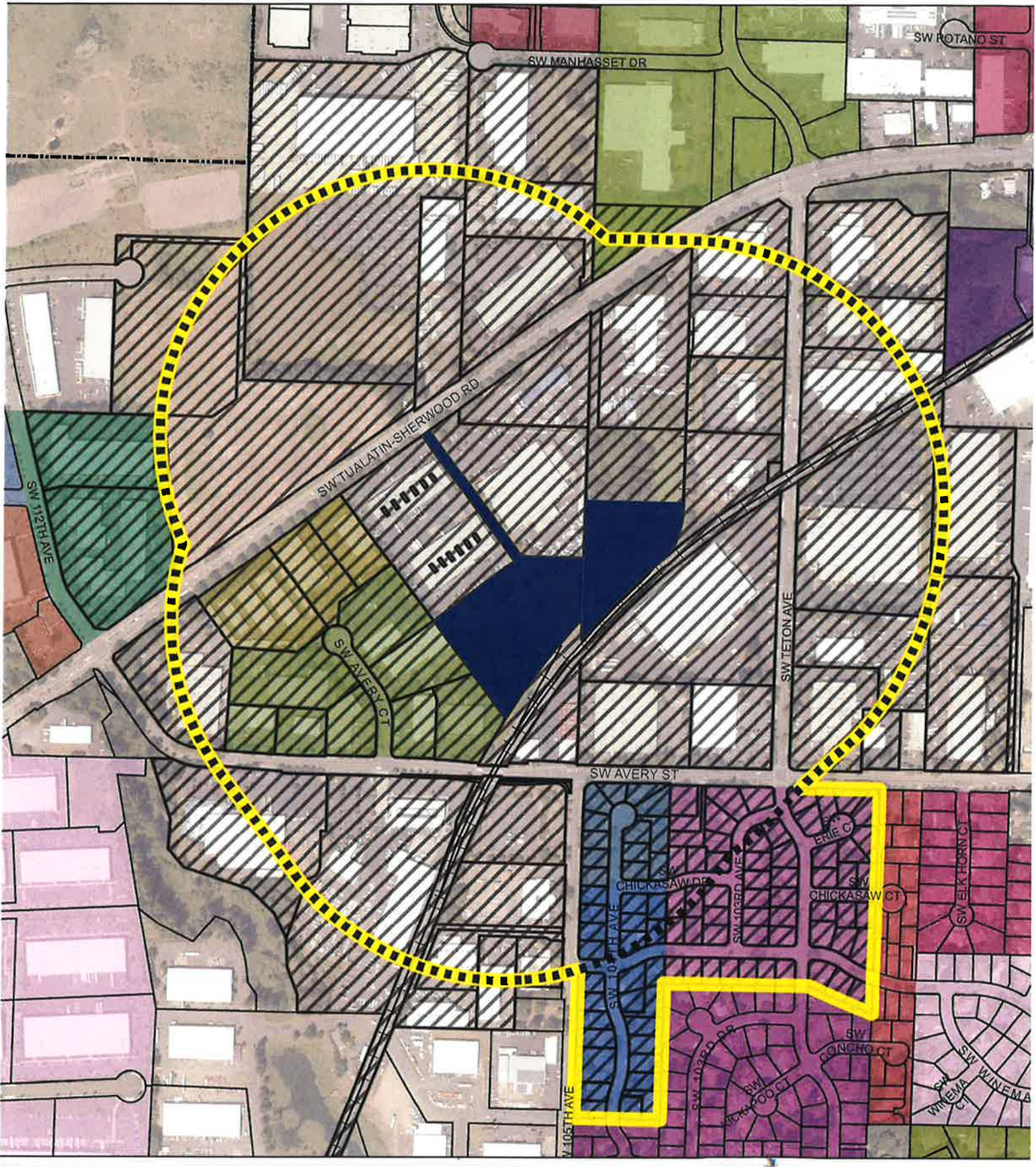
Meeting ID: 854 3709 6963

Passcode: 288447


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

Regards,

Beth Zauner   
AAI Engineering, Inc.  
503-620-3030; [bethz@aaieg.com](mailto:bethz@aaieg.com)



 1000' Buffer

 1000' Buffer with Subdivisions

 Selected Taxlots



GROSS LOT AREA:  
 331,404 sf  
 7.61 acres

NET LOT AREA:  
 323,647 sf  
 7.43 acres

TOTAL BUILDING AREA:  
 BUILDING A:  
 81,075 sf  
 BUILDING B:  
 31,050 sf

SITE COVERAGE (on NET):  
 34.6%

DOCK DOOR RATIO:  
 BUILDING A:  
 1 / 4,054 sf  
 BUILDING B:  
 1 / 4,436 sf

PARKING PROVIDED:  
 93 spaces  
 47 spaces

WAREHOUSE (GOM) at 3 per 1,000:  
 15 spaces

MANUFACTURING (GOM) at 1.6 per 1,000:  
 52 spaces

WAREHOUSE (GOM) at 3 per 1,000:  
 6 spaces

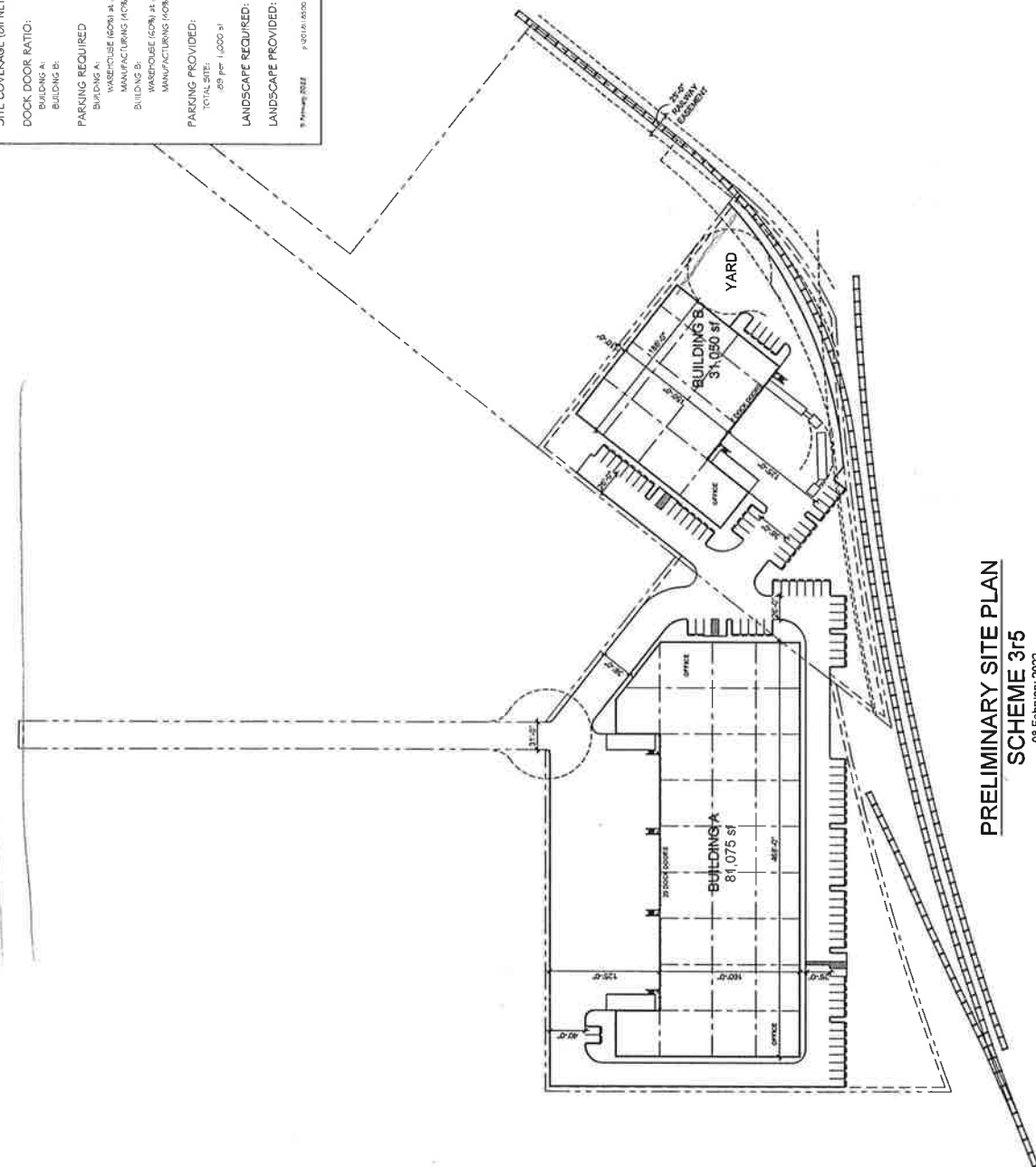
MANUFACTURING (GOM) at 1.6 per 1,000:  
 20 spaces

PARKING PROVIDED:  
 100 spaces  
 100 spaces

LANDSCAPE REQUIRED:  
 48,547 sf (1.5%)

LANDSCAPE PROVIDED:  
 TBD

PROJECT NO. 0200 (prelim. development) 050322 (p. Avery) 11/05/2013 (2nd revision) 02/08/2022



**PRELIMINARY SITE PLAN**  
**SCHEME 3r5**  
 08 February 2022

Avery  
 Tualatin, Oregon



TLID	OWNER1	OWNER2
2S122DD00600	ZAMPELL TUALATIN LLC	
2S126BC07800	YANT BILL L & YANT DORIS	
2S126BC02000	WIRTH RONALD K & WIRTH LINDA G	
2S126BC13400	WINDSOR PROPERTIES LTD	
2S126BC13500	WINDSOR PROPERTIES LTD	
2S126BC13600	WINDSOR PROPERTIES LTD	
2S126BC12900	WARTHHER MICHELE RENNERT & WARTHHER JOHN	
2S126BC00700	VOGEL RONALD J & VOGEL DENA A	
2S126B000103	VERSUM MATERIALS US LLC	
2S127AA01400	VALLEREUX LLC	
2S127AA01100	UNPAINTED HUFFHINES LLC	
2S126BC00800	TUCKER GEORGE T	
2S126BC02700	TUCKER JERRY W & TUCKER CAROLYN G	
2S126B000190	TUALATIN CITY OF	
2S127A000403	TUALATIN CITY OF	
2S127A000490	TUALATIN CITY OF	
2S127A000491	TUALATIN CITY OF	
2S126BC06400	TROST WHITNIE BLAKE	
2S127A000404	TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON	
2S126BC12600	TRAN TUAN VAN & THUY HANG	
2S127AA01700	TONIC PROPERTIES LLC	
2S126BA00500	TLF LOGISTICS II TUALATIN CORPORATE CENTER LLC	
2S126BC07200	THORSEN LARRY LEW	
2S126BC04900	THOMSON JENNIFER T & THOMSON ROBERT ERNEST III	
2S126BC00500	THOMPSON AMANDA C & HERRON SCOTT D	
2S126BC13300	THOMPSON TROY W & THOMPSON ANGELIA D	
2S123CC01300	THERMAL MODIFICATION TECHNOLOGIES	
2S123CC01400	TETON RB LLC	
2S127AB00300	TAMARISK TUALATIN LLC	
2S127A000150	SURE POWER INC	
2S126BC06700	STEWART ALLEN RAY & GAE-LYNNE REV LIV TRUST	
2S126BC01100	STEPHENS GARRISON E & SAPORITO ERICA R	
2S127A000402	SKYLINE PROPERTIES LLC	
2S126BC02500	SIMSHAW LYLE A & SIMSHAW ROWENA D	
2S122DD00400	SIDIEL LLC	
2S123CC00800	SHOCAT INC	
2S126BC01200	SELLS SCOTT E	
2S127AA00901	SCHWAN'S SALES ENTERPRISES INC	
2S126BC08600	SCHMIDT KRYSZYNA E	
2S126BC07700	SCHLACHTER HEATHER	
2S126BC04600	SAMPSON GEORGE G & KELLER SANDRA M	
2S126BC08300	RUSSELL SHELDON C & RUSSELL CASEY L	
2S126BC07000	RUMPF CONNOR M	
2S126BC04000	ROSS PETER A & ROSS HELLENA K	
2S126BC12800	RINKER BRIAN & DEBORAH LIV TRUST	
2S126BC04500	RICHARDSON WARREN P	
2S127AA90006	REX PROPERTIES LLC	
2S126BC13000	RAMOS LIVING TRUST	
2S126BC03500	RAGSDALE ARNOLD & RAGSDALE JOLENE	
2S126B000115	RADKE HAROLD D & RADKE MADELANE E	
2S126BA00300	R M WADE & CO	
2S126BC01800	PUNZEL MARK S & PUNZEL MAELANI M	
2S126BC07300	PRESTON GERALD T & PRESTON AMY I	
2S123CC01500	PRAXAIR DISTRIBUTION INC	
2S127A000400	PORTLAND GENERAL ELECTRIC CO	
2S127A000401	PORTLAND GENERAL ELECTRIC CO	
2S127AB00100	PNWP LLC	
2S126B000121	PLUMBERS & STEAMFITTERS LOCAL 290 BLDG ASSOC &	
2S126BC06800	PITTS MARCUS W & PITTS GRETCHEN A	
2S127A000502	PIAZZA PROPERTIES LLC	
2S127A000504	PIAZZA STEPHEN P & PIAZZA CANDICE S	



OWNERADDR	OWNERCITY	OWNERSTATE	OWNERZIP
3 STANLEY TUCKER DR	NEWBURYPORT	MA	01950
10371 SW SILETZ DR	TUALATIN	OR	97062
PO BOX 4572	TUALATIN	OR	97062
2245 NE CORNELL RD	HILLSBORO	OR	97124
2245 NE CORNELL RD	HILLSBORO	OR	97124
2245 NE CORNELL RD	HILLSBORO	OR	97124
20550 SW 104TH AVE	TUALATIN	OR	97062
20595 SW 103RD AVE	TUALATIN	OR	97062
7201 HAMILTON BLVD	ALLENTOWN	PA	18195
11095 SW AVERY ST	TUALATIN	OR	97062
10655 SW AVERY ST	TUALATIN	OR	97062
20621 SW 103RD AVE	TUALATIN	OR	97062
10170 SW SILETZ DR	TUALATIN	OR	97062
18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
18880 SW MARTINAZZI AVE	TUALATIN	OR	97062
20869 SW 104TH AVE	TUALATIN	OR	97062
710 HOLLADAY ST	PORTLAND	OR	97232
20515 SW 104TH AVE	TUALATIN	OR	97062
1451 SW HIGHLAND RD	PORTLAND	OR	97221
851 SW 6TH AVE STE 1200	PORTLAND	OR	97204
20673 SW 104TH AVE	TUALATIN	OR	97062
20701 SW TETON AVE	TUALATIN	OR	97062
20541 SW 103RD AVE	TUALATIN	OR	97062
10375 SW CHICKASAW DR	TUALATIN	OR	97062
19830 SW TETON AVE	TUALATIN	OR	97062
PO BOX 1069	TUALATIN	OR	97062
1099 18TH STE 2900	DENVER	CO	80202
PO BOX 4446	HOUSTON	TX	77210
20781 SW 104TH AVE	TUALATIN	OR	97062
10338 SW CHICKASAW DR	TUALATIN	OR	97062
PO BOX 130	TUALATIN	OR	97062
10198 SW SILETZ DR	TUALATIN	OR	97062
PO BOX 1696	BEAVERTON	OR	97075
PO BOX 1696	BEAVERTON	OR	97075
10324 SW CHICKASAW DR	TUALATIN	OR	97062
PO BOX 35	MARSHALL	MN	56258
20888 SW 104TH AVE	TUALATIN	OR	97062
20700 SW 104TH AVE	TUALATIN	OR	97062
20597 SW TETON AVE	TUALATIN	OR	97062
20802 SW 104TH AVE	TUALATIN	OR	97062
10451 SW SILETZ DR	TUALATIN	OR	97062
10049 SW ERIE CT	TUALATIN	OR	97062
20530 SW 104TH AVE	TUALATIN	OR	97062
19720 SW BUTTERNUT ST	ALOHA	OR	97007
10848 SW TUALATIN SHERWOOD RD	TUALATIN	OR	97062
20580 SW 104TH AVE	TUALATIN	OR	97062
10183 SW CHICKASAW CT	TUALATIN	OR	97062
25645 SW LADD HILL RD	SHERWOOD	OR	97140
10025 SW ALLEN BLVD	BEAVERTON	OR	97005
10340 SW SILETZ DR	TUALATIN	OR	97062
PO BOX 8075	PORTLAND	OR	97207
10 RIVERVIEW DR	DANBURY	CT	06810
121 SW SALMON ST, 1WTC0510	PORTLAND	OR	97204
121 SW SALMON ST	PORTLAND	OR	97204
6600 SW 105TH AVE, STE 175	BEAVERTON	OR	97008
20210 SW TETON AVE	TUALATIN	OR	97062
20749 SW 104TH AVE	TUALATIN	OR	97062
PO BOX 156	TUALATIN	OR	97062
4330 SW HOMESTEADER	WILSONVILLE	OR	97070

2S126BC01600 PEPPER NICHOLAS B  
 2S126BC08400 PATTISON CRAIG R & PATTISON TARA  
 2S126B000114 PAL AVERY LP  
 2S126BC07400 OVERMAYER RONALD T  
 2S126BC00600 ORR JAMES A  
 2S127AA90012 ORETIN LLC  
 1S135CB00800 OREGON STATE OF DEPT OF TRANSPORTATION  
 2S126BC02100 OLLERENSHAW ERIC & OLLERENSHAW AVA  
 2S126BC06600 NOELL SHARON KAU  
 2S126BC05000 NEWCOMB TODD E & NEWCOMB JOLENE D  
 2S122DD00300 NDH LLC & HOLMES THOMAS L  
 2S127AA90003 NATAL PROPERTIES LLC  
 2S127AA02100 MUTUAL MATERIALS CO  
 2S126BC12700 MOORE HEIDI L  
 2S126BC04800 MIZELL ROBERT & SWICK ZACHARY  
 2S126BC05300 MITCHELL RAYMOND H & MITCHELL SUSAN M  
 2S126BC01700 MILLER KAYLEN M  
 2S126BC07500 MEYER ANTHONY M & MEYER JAN M  
 2S126BC02900 MEDVEC JOHN W & MEDVEC GAIL J  
 2S126BC08200 MCMAHON ROBERT & MCMAHON ASHLEY  
 2S126BC03600 MCKILLION MICHAEL & MCKILLION CARRIE  
 2S126BC12200 MCGOWAN LUKE  
 2S126BC08800 MARTINEZ JOEL A & MARTINEZ SARAH  
 2S126BC05600 MARSH CHRISTOPHER L REV TRUST  
 2S126BC12300 MANSFIELD JAMIE M & MANSFIELD KRISTIN M  
 2S122DD00200 MANHASSET INDUSTRIAL LLC  
 2S126BC04300 MALETA MATTHEW E & MALETA CHRISTINA M  
 2S126BC03900 MAHONEY KENNETH M & MAHONEY MARY M  
 2S127AA90004 M-7 OF SPOKANE LLC  
 2S127A000600 LOT 500 LLC  
 2S127A000700 LOT 500 LLC  
 2S126BC03100 LI YU-WEN  
 2S126B000108 LEVITON MANUFACTURING CO INC  
 2S126BC04700 LEA KELLY & LEA JOHN  
 2S127AA02000 LAKESIDE LUMBER INC  
 2S126BC02200 KRAUTSCHEID MEGAN ANN & DESANTIS MITCHELL LUKE  
 2S126BC06500 KELLY JOSEPH T & KAREN J KELLY TRUST  
 2S126BC01300 KAWAMOTO-REID SARAH B & KAWAMOTO-REID DANIEL J  
 2S126BC01900 JOHNSON MARK C & JOHNSON LETICIA M  
 2S126BC08500 JENSEN R&S TRUST  
 2S127AA90007 JENITEK DEVELOPMENT LLC  
 2S126BC04100 IBURG SCOTT  
 2S126BC08000 HOVIES LIVING TRUST  
 2S127AA01000 HG HOLDINGS INC  
 2S123CC01100 HFF TUAL LLC  
 2S126BC02400 HAWK DEAN & IRION CHRISTINE  
 2S126B000106 HARSCH INVESTMENT PROPERTIES LLC  
 2S126BC13100 HAIGHT DAGMAR S REV TRUST  
 2S126BC08700 GRIESEN AUER NANCY E  
 2S126BC08801 GREISENAUER NANCY E  
 2S126BC07100 GOULD DIANE E REV LIV TRUST  
 2S126BC03200 GORBETT HAL M & GORBETT NOELLE  
 2S127A000300 GAYLORD INDUSTRIES  
 2S126BC02300 FORST RICHARD E & FORST CAROL F  
 2S126BC05100 FERNANDO GABRIEL & FERNANDO DANIELLE LYNN  
 2S126BC02600 EICHLBERGER ERIC E & EICHLBERGER BRENDA C  
 2S127AA90001 EDWARD LYNN LLC  
 2S126B000122 EAN HOLDINGS LLC  
 2S126BC12100 DRYSDALE WALTER M & DRYSDALE GAIL R  
 2S126BC03000 DICK JERRY E & DICK DONNA L  
 2S126BC06300 DENSEM VALERIE & DENSEM RONALD  
 2S126BC01400 DELOSSANTOS MERCED SOTELO & DELAO OYUKI GARCIA

10329 SW SILETZ DR	TUALATIN	OR	97062
20824 SW 104TH AVE	TUALATIN	OR	97062
201 N SERVICE RD	MELVILLE	NY	11747
10368 SW CHICKASAW DR	TUALATIN	OR	97062
20569 SW 103RD AVE	TUALATIN	OR	97062
2750 SIGNAL PKWY	SIGNAL HILL	CA	90755
4040 FAIRVIEW INDUSTRIAL DR SE MS #2	SALEM	OR	97302
10302 SW SILETZ DR	TUALATIN	OR	97062
20805 SW 104TH AVE	TUALATIN	OR	97062
10249 SW SILETZ DR	TUALATIN	OR	97062
PO BOX 111	CANBY	OR	97013
10820 SW TUALATIN-SHERWOOD RD	TUALATIN	OR	97062
7414 S 206TH ST	KENT	WA	98032
4506 SE FRANKLIN ST	PORTLAND	OR	97206
20665 SW TETON AVE	TUALATIN	OR	97062
20648 SW 103RD AVE	TUALATIN	OR	97062
10345 SW SILETZ DR	TUALATIN	OR	97062
20650 SW 104TH AVE	TUALATIN	OR	97062
10185 SW SILETZ DR	TUALATIN	OR	97062
20774 SW 104TH AVE	TUALATIN	OR	97062
20636 SW TETON AVE	TUALATIN	OR	97062
20605 SW 104TH AVE	TUALATIN	OR	97062
20916 SW 104TH AVE	TUALATIN	OR	97062
17367 LAKE HAVEN DR	LAKE OSWEGO	OR	97035
20595 SW 104TH AVE	TUALATIN	OR	97062
8625 EVERGREEN WAY STE 200	EVERETT	WA	98208
10149 SW ERIE CT	TUALATIN	OR	97062
10054 SW ERIE CT	TUALATIN	OR	97062
815 N HELENA ST	SPOKANE	WA	99202
4330 SW HOMESTEADER RD	WILSONVILLE	OR	97070
4330 SW HOMESTEADER RD	WILSONVILLE	OR	97070
20684 SW TETON AVE	TUALATIN	OR	97062
201 NORTH SERVICE RD	MELVILLE	NY	11747
20633 SW TETON AVE	TUALATIN	OR	97062
10600 SW TUALATIN SHERWOOD RD	TUALATIN	OR	97062
10294 SW SILETZ DR	TUALATIN	OR	97062
20837 SW 104TH AVE	TUALATIN	OR	97062
10306 SW CHICKASAW DR	TUALATIN	OR	97062
10328 SW SILETZ DR	TUALATIN	OR	97062
6333 SE BROWNLEE RD	MILWAUKIE	OR	97267
10850 SW TUALATIN SHERWOOD RD	TUALATIN	OR	97062
10083 SW ERIE CT	TUALATIN	OR	97062
20726 SW 104TH AVE	TUALATIN	OR	97062
4914 E QUIEN SABE WAY	CAVE CREEK	AZ	85331
1590 W 2ND AVE	EUGENE	OR	97402
10202 SW SILETZ DR	TUALATIN	OR	97062
1121 SW SALMON ST FL 6	PORTLAND	OR	97205
20600 SW 104TH AVE	TUALATIN	OR	97062
20898 SW 104TH AVE	TUALATIN	OR	97062
20898 SW 104TH AVE	TUALATIN	OR	97062
20699 SW 104TH AVE	TUALATIN	OR	97062
10180 SW CHICKASAW CT	TUALATIN	OR	97062
10900 SW AVERY ST	TUALATIN	OR	97062
10248 SW SILETZ DR	TUALATIN	OR	97062
20690 SW 103RD AVE	TUALATIN	OR	97062
10186 SW SILETZ DR	TUALATIN	OR	97062
27061 S HWY 170	CANBY	OR	97013
20400 SW TETON AVE	TUALATIN	OR	97062
20635 SW 104TH AVE	TUALATIN	OR	97062
10197 SW SILETZ DR	TUALATIN	OR	97062
20911 SW 104TH AVE	TUALATIN	OR	97062
20675 SW 103RD AVE	TUALATIN	OR	97062

2S126BC05500 DARNOLD FAMILY TRUST  
 2S123CC01401 D&J PROPERTY INVESTMENT LLC  
 2S126BC05400 CROWSON BENJAMIN & CROWSON NICOLE  
 2S126B000116 COLUMBIA CL PROPERTIES LLC  
 2S127AA00700 CMS EXCHANGE LLC  
 2S126BC01000 CLARK JUDITH L TRUST  
 2S126BC07600 CHEVEALLIER KATHRYN ANNETTE  
 2S126BC04400 CARTER DAVID & CARTER CHERYL  
 2S126BC05200 CARPENTER KATHRYN & CARPENTER CAMERON  
 2S126BC03800 CARLETON LINUS M & CARLETON CORLISS A  
 2S126BC00400 CADWELL LISA  
 2S127AA90002 BUSHIDO PARTNERS LLC  
 2S126BC08100 BURKE EDWARD A & BURKE PATRICIA L  
 2S122DD00100 BT PROPERTY LLC  
 2S126BC07900 BRIDGES AMBER R & OGDEN TASHA M  
 2S126BC06900 BREWER HELEN D & BREWER JOHN E II  
 2S126BC13200 BRAY GARY C & BRAY MARILYN A  
 2S126BC03400 BORGES DEAN & BORGES VALARIE  
 2S127AA01800 BLACK LAB INVESTMENTS LLC  
 2S126BC12500 BETKA KAREN  
 2S126BC02800 BERRIER JORDAN K & REYES MARIA A  
 2S123CC01200 BERG PROPERTIES INC & TETON BUSINESS PARK LLC  
 2S126BC01500 BEERS WILLIAM S & BEERS KRISSANDRA J  
 2S126BC03300 BABICH ANDREW V & BABICH JULIE  
 2S127AA90008 B&P PROPERTIES LLC  
 2S127AA90009 B&P PROPERTIES LLC  
 2S127AA90010 B&P PROPERTIES LLC  
 2S127AA90011 B&P PROPERTIES LLC  
 2S126BC00900 AYALA JESUS & AYALA LEDA  
 2S127AA01600 AVERY CT PARTNERS LLC  
 2S127AA90000 ARLINGTON COMMONS AT TUALATIN OWNER OF ALL LOTS  
 2S127AA01500 APPLIED INDUSTRIAL TECHNOLOGIES INC  
 2S126BC03700 ANDERSON HEATHER M  
 2S126BC12400 ALLEN REBECCA R & ALLEN FRED JR  
 2S126B000105 AIRGAS USA LLC  
 2S126B000112 AIRGAS-NORPAC INC  
 2S126BC04200 AILES VICTORIA B REV LIV TRUST  
 2S127AA00400 A STORAGE PLACE OF TUALATIN L L C  
 2S127AA01200 5 YANKEE MTN LLC  
 2S127AA01300 20393 SW AVERY COURT LLC  
 2S122DD00500 1701 NW 14TH LLC  
 2S122D000600 112TH & MYSLONY JPMJD/USICV LLC  
 2S122D000900 112TH & MYSLONY JPMJD/USICV LLC  
 2S127AA90005 1111 BUILDING LLC

WEST DIVISION

20604 SW 103RD AVE	TUALATIN	OR	97062
19723 SW TETON AVE	TUALATIN	OR	97062
20626 SW 103RD AVE	TUALATIN	OR	97062
10189 SW AVERY ST	TUALATIN	OR	97062
20040 SW EDY RD	SHERWOOD	OR	97140
14645 SW 139TH AVE	TIGARD	OR	97224
20674 SW 104TH AVE	TUALATIN	OR	97062
15801 NE 194TH CT	BRUSH PRAIRIE	WA	98606
20668 SW 103RD AVE	TUALATIN	OR	97062
10106 SW ERIE CT	TUALATIN	OR	97062
20527 SW 103RD AVE	TUALATIN	OR	97062
5875 SW BLACKBERRY LN	TUALATIN	OR	97062
20752 SW 104TH AVE	TUALATIN	OR	97062
55 GLENLAKE PKWY NE	ATLANTA	GA	30328
10370 SW SILETZ DR	TUALATIN	OR	97062
20725 SW 104TH AVE	TUALATIN	OR	97062
20620 SW 104TH AVE	TUALATIN	OR	97062
10171 SW CHICKASAW CT	TUALATIN	OR	97062
PO BOX 3850	TUALATIN	OR	97062
20545 SW 104TH CT	TUALATIN	OR	97062
10173 SW SILETZ DR	TUALATIN	OR	97062
PO BOX 920	LAKE OSWEGO	OR	97034
10307 SW SILETZ DR	TUALATIN	OR	97062
10176 SW CHICKASAW CT	TUALATIN	OR	97062
10870 SW TUALATIN SHERWOOD RD	TUALATIN	OR	97062
10870 SW TUALATIN SHERWOOD RD	TUALATIN	OR	97062
10870 SW TUALATIN SHERWOOD RD	TUALATIN	OR	97062
10870 SW TUALATIN SHERWOOD RD	TUALATIN	OR	97062
10327 SW CHICKASAW DR	TUALATIN	OR	97062
20475 SW AVERY CT	TUALATIN	OR	97062
		OR	00000
6920 POINTE INVERNESS WAY STE 301	FORT WAYNE	IN	46804
20590 SW TETON AVE	TUALATIN	OR	97062
20565 SW 104TH AVE	TUALATIN	OR	97062
3737 WORSHAM AVE	LONG BEACH	CA	90808
3737 WORSHAM AVE	LONG BEACH	CA	90808
10115 SW ERIE CT	TUALATIN	OR	97062
20255 SW AVERY CT #B	TUALATIN	OR	97062
20460 SW AVERY CT	TUALATIN	OR	97062
10261 SW SUSQUEHANNA DR	TUALATIN	OR	97062
3 MOUNTAINVIEW RD 3RD FLOOR	WARREN	NJ	07059
450 NEWPORT CENTER DR STE 405	NEWPORT BEACH	CA	92660
450 NEWPORT CENTER DR STE 405	NEWPORT BEACH	CA	92660
7135 SW CHAPEL LN	PORTLAND	OR	97223

**AFFIDAVIT OF MAILING NOTICE**

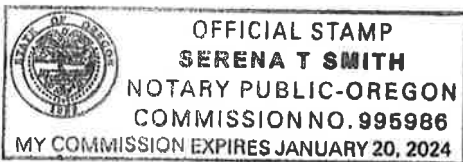
STATE OF OREGON            )  
  ) SS  
COUNTY OF WASHINGTON )

I, ALISON BAKER being first duly sworn, depose and say:

That on the 26<sup>th</sup> day of January, 20 22, I served upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

*Alison Baker*  
Signature

SUBSCRIBED AND SWORN to before me this 14 day of March, 20 22.



*S. Smith*  
Notary Public for Oregon  
My commission expires: 1/20/2024

RE: Avery neighborhood Meeting

CERTIFICATION OF SIGN POSTING

<p><b>NOTICE</b></p> <p><b>NEIGHBORHOOD / DEVELOPER MEETING</b></p> <p>__/__/2010 __:__.m.</p> <p>SW _____</p> <p>503-__-__</p>
---

In addition to the requirements of TDC 32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. The block around the word "NOTICE" must remain **orange** composed of the **RGB color values Red 254, Green 127, and Blue 0**. A PowerPoint template of this sign is available at: <https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>.

---

As the applicant for the Avery Industrial project, I hereby certify that on this day, 1/26/2022 sign(s) was/were posted on the subject property in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Beth Zauner  
*(Please Print)*

Applicant's Signature: 

Date: 3/12/2022

# NOTICE

## NEIGHBORHOOD / DEVELOPER MEETING

2/9/2022 6:00 p.m.

FREE ONLINE MEETING:

Phone Number (253) 215-8782

Meeting ID: 823 5620 3004 Passcode: 611526

503-620-3030



**AVERY NEIGHBORHOOD ZOOM MEETING**

**2/9/2022**

**6:00 pm**

**ATTENDEE SHEET**

**Brian Candau - Phelan**

**Beth Zauner - AAI**

**Craig Harris - AAI**

**Sheldon B. - neighbor**

**Daniel Kawamoto - neighbor**

**Debbie Rinker - neighbor**

**EMAIL INQUIRIES**

**Todd Brook – Tbrook@chemstation.com**

**Tim McFall – Tim@InfinityImpressions.com**

**AVERY NEIGHBORHOOD ZOOM MEETING**

**2/9/2022**

**6:00 pm**

**MEETING MINUTES**

All three of the neighbors attending the Zoom Meeting were concerned with the same items; Noise and odors. Therefore, a conversation was held regarding the potential users for the property and what restrictions and standards already exist in the Tualatin code to address these two issues.

Applicant described potential users for the two buildings and discussed the Site Plan and efforts to make the design sensitive to those issues. For example, the buildings are located to shield the dock doors (noise) from the northern property line.

The two neighbors who emailed requested information on the proposed development. We emailed them the site plan with a briefly description and offered to answer any questions. We did not receive any further questions.



## AVERY ONE

### 10700 SW Tualatin-Sherwood Rd Pre-Application Meeting Summary

Thank you for discussing your proposed industrial development project. Below you will find a summary of our discussion points. If there is anything else from our meeting that you wish to document, please respond with your notes as well. Thank you.

#### Required Land Use Reviews

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

#### Neighborhood/Developer meeting

- Holding a Neighborhood/Developer meeting is required for Architectural Review applications.
- Neighborhood/Developer meetings should generally be held no more than six months prior to application. More detailed information about this meeting, is online here: <https://www.tualatinoregon.gov/planning/neighborhood-developer-meetings>
- Applicants are responsible for mailing and posting notice of your Neighborhood Developer meeting. The City can provide a list of addresses for your notice letters. This mailing list includes neighboring property owners, but communicating with your current residents is also encouraged to proactively address concerns. Please email us at [planning@tualatin.gov](mailto:planning@tualatin.gov) to request a Mailing List for a \$32 fee.

#### Property Line Adjustment (PLA) Application:

Type I Land Use Decision – See [TDC 36.100](#)

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

- Minimum lot size in the Tualatin MG zoning district is 20,000 square feet – [Table 60-2](#)
- [Partition 2003-040](#)
- It is recommended to complete a PLA and file record of survey with the County, prior to submitting for the Architectural Review (AR) application.
  - If concurrent review of the PLA and AR application is desired, the applicant's willingness to extend the 120 day land use review under ORS 227.178, would benefit potential timelines that may be needed to record the final PLA, before staff is able to issue the AR decision.

#### Architectural Review Application:

Type II Land Use Decision – See [TDC 33.020\(3\)](#)

[https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5081/ar\\_instructions\\_2019\\_withforms.pdf](https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5081/ar_instructions_2019_withforms.pdf)

Examples of Type II AR application for industrial development found here:

<https://www.tualatinoregon.gov/planning/ar-20-0002-herman-road-industrial>

Criteria to address for your AR narrative includes:

- **Tualatin Municipal Code:**
  - [03-02: Sewer Regulations;](#)
  - [03-03: Water Service;](#)
  - [03-05: Soil Erosion, Surface Water Management, Water Quality Facilities, and Building & Sewers;](#)
  
- **Tualatin Development Code:**
  - [32: Procedures;](#)
  - [33.020: Architectural Review;](#)
  - [33.110: Tree Removal Permit/Review;](#)
  - [61: General Manufacturing Zone;](#)
  - [63: Industrial Uses – Environmental Regulations;](#)
  - [73A, 73B, and 73C: Design Standards;](#)
  - [74: Public Improvements](#)
  - [75: Access Management](#)

**Type II Timeline:**

- 30 day Completeness Review
- Staff issues Notice of Application after application is deemed complete:
  - 14 day comment period
  - Those who comment gain standing for potential appeal
- Decision shared with applicant within five weeks of completeness
- Notice of Decision:
  - 14 day appeal period – opportunity to appeal decision to City Council

**Required Service Provider Letters**

Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal. For more information, see <http://www.cleanwaterservices.org/permits-development/step-by-step-process/environmental-review/>

Coordination with Republic Services, the City’s waste disposal service, is required as part of the Architectural Review process. To obtain a service provider letter for proposed development, please work directly with John Olivares, Operations Manager: [jolivares@republicservices.com](mailto:jolivares@republicservices.com) and (503) 826-7139.

Coordination with TVF&R, the City’s emergency and fire protection service, is required as part of the Architectural Review process. To obtain a service provider letter for proposed development, please work directly with TVF&R: <https://www.tvfr.com/FormCenter/Public-Records-7/Service-provider-permit-for-Tualatin-73>

## Highlighted Site Design Standards

Permitted and conditional uses are listed in [Table 61-1](#), and use categories are described in [Chapter 39](#). Warehouse and freight movement are permitted within the MG zone; however a conditional use permit is required for the warehousing of building materials and supplies.

- [TDC 73A.500\(1\)](#): Walkways must be provided between the main building entrances and other on-site buildings, accessways, and sidewalks along the public right-of-way;
- [TDC 73B.020\(3\)](#): The MG zones requires a minimum of 15% landscaping of the total area to be developed.
- [TDC 73B.060\(1\)](#): Minimum 5-foot-wide landscaped area must be located along all building perimeters viewable by the general public from parking lots or the public right-of-way, but the following may be used instead of the 5-foot-wide landscaped area requirement
- [TDC 73C.20\(4\)](#) Landscape island required for every eight continuous parking stalls
- [TDC 73D.010\(1\)](#): The requirements of the waste and recyclables management standards apply to all new industrial developments.

### Tree Removal:

Tree removal is reviewed under the Architectural Review application. A tree preservation plan and a tree assessment report prepared by a certified arborist are required to address the approval criteria for tree removal found in [TDC 33.110\(5\)](#).

### Natural resources:

Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal.

## Public Utilities and Other Site Development

- Request available public utility as-builts by emailing [tdoran@tualatin.gov](mailto:tdoran@tualatin.gov).
- Apply for Tualatin Hydraulic Modeling, Erosion Control, Public Works, and Water Quality Permits electronically via eTrakit: <https://permits.ci.tualatin.or.us/eTrakit/>.
- An Erosion Control permit is required from Tualatin for projects disturbing over 500 square feet.
  - Additionally if between one and five acres are disturbed, a 1200CN is needed from CWS.
  - If over five acres are disturbed, a 1200C is needed from DEQ.
- A Water Quality Permit is needed for construction and modification of public and private impervious areas. The permit will include wetland mitigation/revegetation required by CWS SPL in addition to treatment, detention as required for conveyance, and hydromodification per CWS D&CS Ch 4.
  - Include all private stormwater treatment and conveyance within a maintenance agreement including any existing facilities.
  - For water quality permit application completeness submit stormwater plans and calculations certified by an Oregon registered, professional engineer in accordance with TMC 3-5-390(1) proving proposed systems:
    - In accordance with TMC 3-5-200 through 3-5-430, TDC 74.630 and 74.650, Public Works Construction Code (PWCC), and Clean Water Services' (CWS) Design and Construction Standards (D&CS) Chapter 4.

- Show onsite facilities for proposed new and modified impervious areas.
  - Address runoff from all new and modified private impervious areas.
  - Treat new and modified impervious areas in accordance with CWS D&CS 4.08.1.d meeting phosphorous removal in accordance with TMC 3-5-350 per the design storm in accordance with TMC 3-5-360 and CWS D&CS 4.08.2.
  - Detain up to the 25 year storm event in accordance with the Hedges Creek Subbasin, TMC 3-5-220, TMC 3-5-230, and CWS D&CS 4.08.
  - Accommodate hydromodification in accordance with CWS D&CS 4.03.5.
  - Include conveyance calculations that accommodates up to a 25-year storm event with 100-year overland flow to the public stormwater system in accordance with TDC 74.640 and CWS D&CS 5.05.2.d.
    - Downstream evaluation with a maximum of 82% capacity within public lines per [TMC 3-5-210 - Review of Downstream System](#)
  - Demonstrate compliance with the Clean Water Services' Service Provider Letter CWS conditions sufficient to obtain a Stormwater Connection Permit Authorization Letter in accordance with TDC 74.650(2) and CWS D&CS 3.01.2(d).
- If the proposed water quality facility includes infiltration in the design, a Geotech/soil/infiltration report will need to be submitted to Engineering for a complete land use application.
- A Public Works Permit is needed for any sanitary sewer, stormwater, or water line work within right-of-way or public easements. Washington County would require a Facility or Right-of-Way Permit depending on the nature of work within SW Tualatin-Sherwood Road.
  - Washington County is widening SW Tualatin-Sherwood Road. Coordination to not adversely affect their capital project will be required.
    - <https://www.co.washington.or.us/LUT/TransportationProjects/tstetonger.cfm>
    - The existing driveways and those reconstructed by Washington County are permitted. Any proposed modification to driveways must meet Washington County and Tualatin requirements. Tualatin's parameters: [TDC 75.040. - Driveway Approach Requirements](#)
  - Public sanitary sewer, stormwater, and water mains are available within SW Tualatin-Sherwood Road.
- Record an 8-foot wide public utility easement adjacent to right-of-way.
- Hydraulic Modeling is required for over 48,300 square footage of new building area, 870 gallons/acre/day use, and/or more than 49 residential units. Hydraulic Modeling may be requested in advance of application for a land use to confirm availability and requirements, but may need to be updated depending on changes due to conditions of approval. When applying for modeling in eTrakit include:
  - [TVF&R's Service Provider Letter](#) requirements and alternatives allowed
  - Hydrant flow test results. Request testing via <https://www.tualatinoregon.gov/publicworks/hydrant-flow-tests>. For questions contact Terrance Leahy, Water Division Manager, (503) 691-3095; [tleahy@tualatin.gov](mailto:t Leahy@tualatin.gov)
  - After submittal Staff will coordinate with you regarding payment of the fee per the current [fee schedule](#). (Currently \$300/building)

### Transportation and Site Access

- Your transportation engineer must contact Mike McCarthy, Principal Traffic Engineer, [mmccarthy@tualatin.gov](mailto:mmccarthy@tualatin.gov) (please also copy [tdoran@tualatin.gov](mailto:tdoran@tualatin.gov)) to confirm proposed Traffic

Impact Analysis scope. Mike will coordinate with any other applicable agencies and jurisdictions. Mike may also be reached at (503) 691-3674.

### Fire

- Drew Dubois, TVF&R (503) 259-1404; [drew.debois@tvfr.com](mailto:drew.debois@tvfr.com)
- Flow testing: Terrance Leahy, Water Division Manager, (503) 691-3095; [tleahy@tualatin.gov](mailto:t Leahy@tualatin.gov)
- Only one point of access is required for sprinkler-ed building

### Fees

- Current fee schedule: <https://www.tualatinoregon.gov/finance/fee-schedule>
- For calculating SDC fees, please work with Lauren Gonzalez, [lgonzalez@tualatin.gov](mailto:lgonzalez@tualatin.gov)

**CERTIFICATION OF SIGN POSTING**



The applicant must provide and post a sign pursuant to Tualatin Development Code (TDC 32.150). The block around the word "NOTICE" must remain yellow composed of the RGB color values Red 255, Green 255, and Blue 0. A template is available at:

<https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>

**NOTE:** For larger projects, the Community Development Department may require the posting of additional signs in conspicuous locations.

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As the applicant for the Avery Industrial project,  
I hereby certify that on this day, 4/28/2022 sign(s) was/were posted on the subject property in  
accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Craig Harris / AAL Engineering (Please Print)

Applicant's Signature: [Handwritten Signature]

Date: 5/28/22