



Land Use Application

Project Information

Project Title: Emergency Vet Clinic of Tualatin

Brief Description: This project includes new exam rooms at the west end of the building, new tech space, break room and laundry room on the southside of the building. Additionally, a larger addition to the east side to expand the space of the current tenant also occupying the building.

Property Information

Address: 8250 SW Tonka St. Tualatin, Oregon 97062

Assessor's Map Number and Tax Lots: tax lot: 1700 and 1805 tax map: 2S1W24CB

Applicant/Primary Contact

Name: Rebecca Kerr		Company Name: CIDA Inc.	
Address: 15895 SW 72nd Ave Suite 200			
City: Portland	State: Oregon	ZIP: 97224	
Phone: (503)-226-1285		Email: rebeccak@cidainc.com	

Property Owner

Name: Jonathan Wisniewski		
Address: 8250 SW Tonka Street		
City: Tualatin	State: Oregon	ZIP: 97062
Phone: (503)-691-7922		Email: evcotdvm@gmail.com

Property Owner's Signature:	Date:
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(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: <i>owner</i>	Date: 7/21/22
---	----------------------

applicant signature Rebecca Kerr 7/22/22

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:	

SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number

1. **Jurisdiction:** _____

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

Tax lot ID(s): _____

OR Site Address: _____

City, State, Zip: _____
 Nearest cross street: _____

3. **Owner Information**

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

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

- Addition to single family residence (rooms, deck, garage)
- Lot line adjustment Minor land partition
- Residential condominium Commercial condominium
- Residential subdivision Commercial subdivision
- Single lot commercial Multi lot commercial
- Other _____

4. **Applicant Information**

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

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

Location and description of off-site work: _____

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

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

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

Print/type name _____

Print/type title _____

Signature [ONLINE SUBMITTAL](#) _____

Date _____

FOR DISTRICT USE ONLY

- Sensitive areas potentially exist on site or within 200' of the site. **THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER.** If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.
- Based on review of the submitted materials and best available information sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, State and federal law.
- Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, state and federal law.
- THIS SERVICE PROVIDER LETTER IS NOT VALID UNLESS _____ CWS APPROVED SITE PLAN(S) ARE ATTACHED.**
- The proposed activity does not meet the definition of development or the lot was platted after 9/9/95 ORS 92.040(2). **NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.**

Reviewed by Jessica Chaplen _____

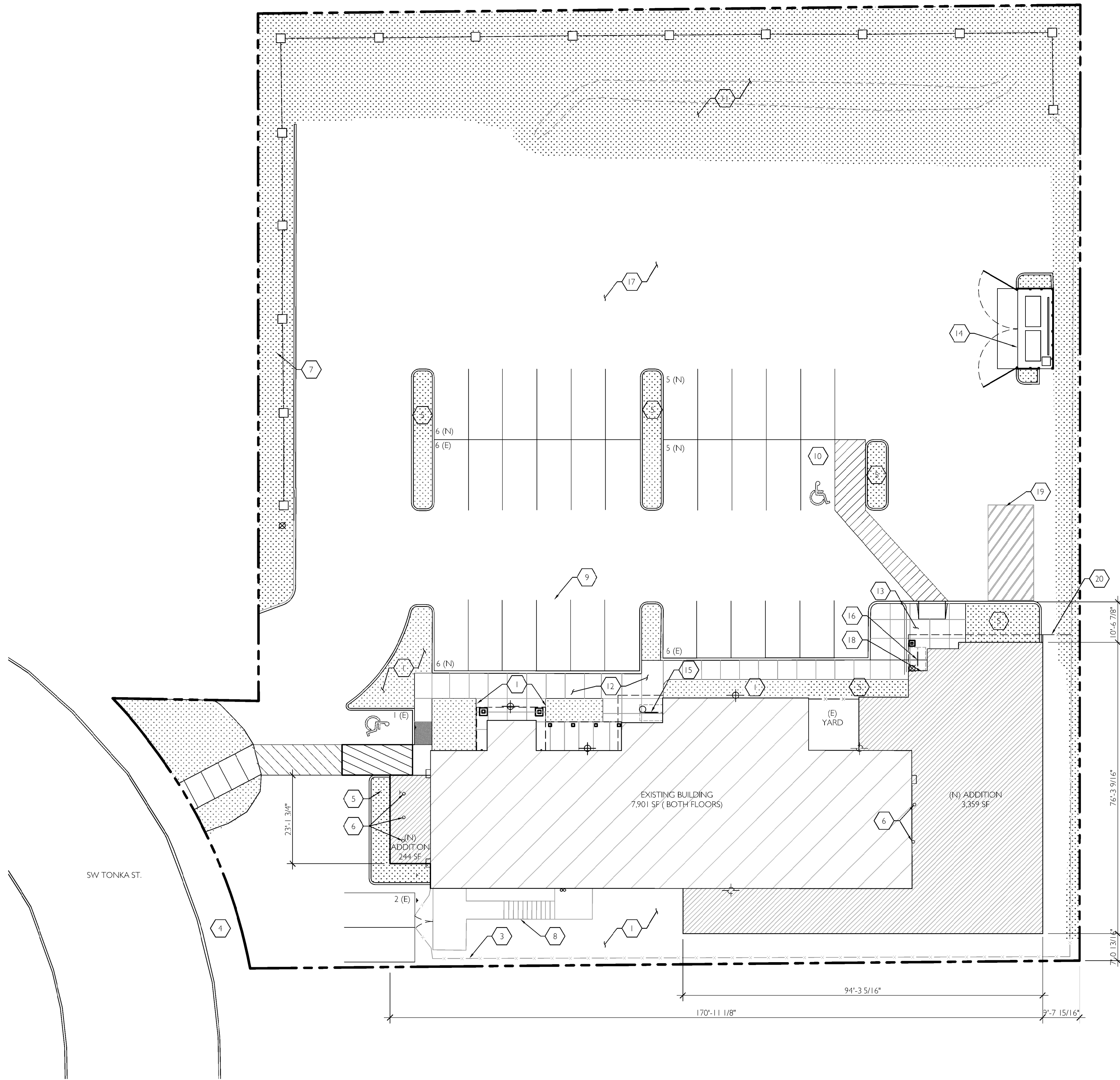
Date _____

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

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

P:\shared\10660101 Emergency Vet\cadd\cadd\A01 SITE PLAN.dwg, 1/16/2022, 2:38pm

1
A0.1 **SITE PLAN**
 1/16" = 1'-0"



SITE PLAN LEGEND

- DS DOWNSPOUT
- △ HANDICAP PARKING STALL
- C COMPACT PARKING STALL
- ⊙ MANHOLE/DRYWELL
- FH FIRE HYDRANT
- ▲ FIRE DEPARTMENT CONNECTION
- (N) NEW
- (E) EXISTING
- DOWNSPOUT
- ⊗ LP (E) LIGHT POLE
- SIDEWALK RAMP

KEYNOTES

- 1 (E) LANDSCAPING TO REMAIN
- 2 (E) DOWNSPOUTS
- 3 (E) FENCE TO REMAIN, TYP.
- 4 (E) PUBLIC SIDEWALK
- 5 (N) LANDSCAPING
- 6 (E) BOLLARDS TO BE REMOVED
- 7 (E) UTILITY EASEMENT
- 8 (E) EXTERIOR STAIR
- 9 EDGE OF FLOODPLAIN, AS DETERMINED BY JOHN R. WADE ON FEB. 18TH 2015.
- 10 (N) ADA PARKING SPACE
- 11 (E) SWALE TO REMAIN
- 12 (E) SIDEWALK TO REMAIN
- 13 (N) SIDEWALK
- 14 (E) TRASH ENCLOSURE RELOCATED
- 15 (E) COVERED BIKE PARKING
- 16 (N) COVERED BIKE PARKING, SEE 3/A0.2
- 17 (E) PAVING TO REMAIN
- 18 (N) BICYCLE PARKING SIGN-- SEE 5/A0.2 FOR MORE INFORMATION
- 19 (N) STRIPPED LOADING SPACE
- 20 (N) FENCE

**PRELIMINARY
 PLAN ONLY-NOT
 FOR
 CONSTRUCTION**

ISSUED DATE: 1/17/2022 ARCHITECTURAL REVIEW SET
 2



15395 SW 72ND AVE SUITE 200
 PORTLAND, OREGON 97224
 TEL: 503.226.1285
 FAX: 503.226.1678
 WWW.CIDAINC.COM

TENANT IMPROVEMENT FOR:
EMERGENCY VETERINARY CLINIC OF TUALATIN
 8250 SW TONKA ST.
 TUALATIN, OREGON 97062

SITE PLAN
A0.1
 JOB NO. 21006201
 ©2022 CIDA, P/CIDA. ALL RIGHTS RESERVED



FIRE CODE / LAND USE / BUILDING REVIEW APPLICATION

North Operating Center
 11945 SW 70th 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: Samantha Luck
 Address: 15895 SW 72nd Ave. Suite 200, Portland, OR
 Phone: (503)-226-1285
 Email: samanthal@cidainc.com
 Site Address: 8250 SW Tonka St.
 City: Tualatin
 Map & Tax Lot #: 2S1W24CB 1700
 Business Name: Emergency Vet Clinic of Tualatin
 Land Use/Building Jurisdiction: Tualatin
 Land Use/ Building Permit # AR22-0005

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

This project includes new exam rooms at the west end of the building, new tech space, break room and laundry room on the southside of the building. A larger addition to the east side to expand the space of the current tenant also occupying the building.

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 # 2022-0107
 Permit Type: SPP
 Submittal Date: _____
 Assigned To: DARBY
 Due Date: _____
 Fees Due: _____
 Fees Paid: _____

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

This section is for application approval only

[Signature] DARBY OROS 7/15/22
 Fire Marshal or Designee Date

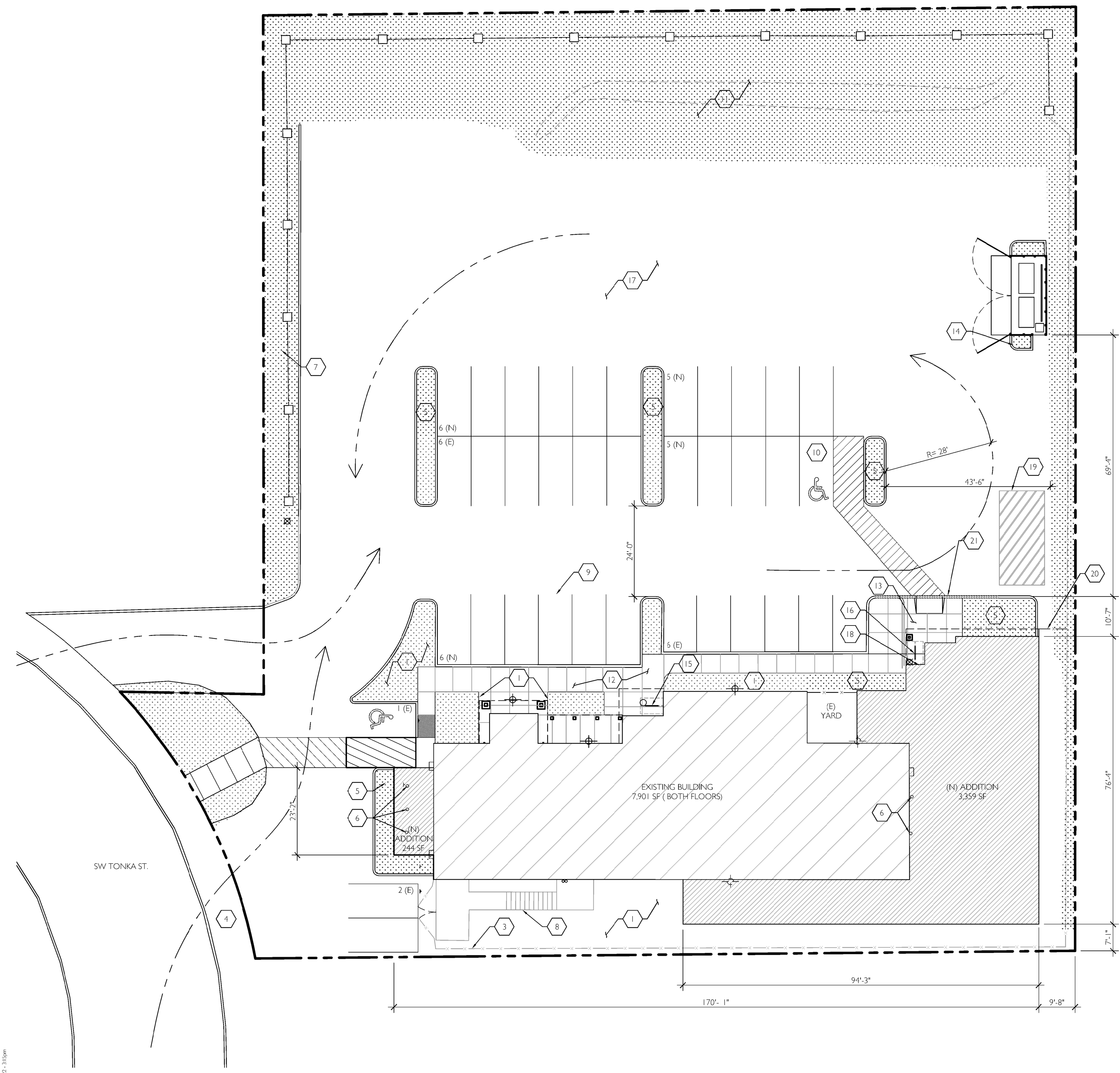
Conditions:

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 _____



SITE PLAN LEGEND

- DS DOWNSPOUT
- ♿ HANDICAP PARKING STALL
- C COMPACT PARKING STALL
- ⊙ MANHOLE/DRYWELL
- FH FIRE HYDRANT
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- 16 (N) COVERED BIKE PARKING, SEE 3/A0.2
- 17 (E) PAVING TO REMAIN
- 18 (N) BICYCLE PARKING SIGN-- SEE 5/A0.2 FOR MORE INFORMATION
- 19 (N) STRIPPED LOADING SPACE
- 20 (N) FENCE
- 21 FIRE LANE



APPROVED PLANS

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

[Signature]
Deputy Fire Marshal II

1 SITE PLAN
FS-1
1/16"=1'-0"

PRELIMINARY PLAN ONLY-NOT FOR CONSTRUCTION

ISSUED DATE: 7/7/2022 ARCHITECTURAL REVIEW SET
2



15895 SW 72ND AVE SUITE 200
PORTLAND, OREGON 97224
TEL: 503.226.1285
FAX: 503.226.1678
WWW.CIDAINC.COM

TENANT IMPROVEMENT FOR:
EMERGENCY VETERINARY CLINIC OF TUALATIN
8250 SW TONKA ST.
TUALATIN, OREGON 97062



10295 SW 2nd Street, Portland, Oregon, OR 97209
503.526.0000, 1.800.333.7667, republicservices.com

October 4, 2022

Samantha Luck
CIDA Inc.

Re: Emergency Veterinary Clinic of Tualatin
8250 SW Tonka St.
Tualatin, OR 97062

Dear Samantha,

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

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 planned site traffic flow pattern and enclosure approach will allow our trucks to safely access and service the trash and recycling for this location. The enclosure design dimensions of 20'-5" wide x 10' deep for frontload containers, plus an additional 4' deep for roll cart storage is adequate to house our maximum size commercial trash and recycle equipment. The two 10' wide gates that open 180 degrees, with wind pins to secure them in the open and closed position, and personnel gate of 3' wide that opens outward with wind pin to secure it in the open position, is adequate to access our equipment. The level surface transition from the enclosure to the asphalt will allow us to roll equipment in and out safely. Service frequency options of up to six days per week for trash, and 5 days per week for commingle recycle will be sufficient for this establishment.

Thanks Samantha, 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", with a long, sweeping underline that extends across the signature block.

Kelly Herrod
Operations Supervisor
Republic Services Inc.



Ticor Title Company
Commercial Department
111 SW Columbia, Suite 1000
Portland, OR 97201
(503)242-1210 * FAX (503)242-0770

Cherry Tree Properties LLC
19314 SW Mohave Court
Tualatin, OR 97062
Attn: JoAnne Wisniewski and Jonathan
Wisniewski

DATE: May 21, 2015
ESCROW NO.: 3626072948CDW
PROPERTY ADDRESS:

8250 SW Tonka Street,
Tualatin, OR 97062

We enclosed the following documents in connection with the above referenced transaction:

Our check, in the amount of \$187.00, representing excess funds.
Certified Copy, Buyer's Final Settlement Statement.
Original, Statutory Warranty Deed, recorded 05/21/2015, #2015-038673.
Copy, Deed of Trust, recorded 05/21/2015, as #2015-038674.
Copy, Buyer's Estimated Settlement Statement.
Copy, Sale Escrow Instructions.
Copy, Non-Foreign Certification, (2), (Original on file with Ticor Title Company).
Copy, Statutory Warranty Deed, read and approved.
Copy, Preliminary Report Approval and Preliminary Report.
Copy, Bank of America, Loan Documents.

We trust that this transaction has been handled to your satisfaction and look forward to the opportunity of seeing you again in the near future.

Sincerely,

Candice Weischedel
Escrow Officer

enclosure(s)

Exhibit "A"

1. Rights of the public to any portion of the Land lying within streets, roads and highways.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof,
In favor of: Julius Martinazzi
Purpose: Power line
Recording Date: October 27, 1952
Recording No: Book 338, Page 165
Affects: Parcel II-also shown on plat

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

Entitled: Easement, including the terms and provisions thereof,
In favor of: City of Tualatin
Purpose: Utilities
Recording Date: July 11, 1969
Recording No: Book 749, Page 829
Affects: West 10 feet Parcel I

4. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat No. 1994-011
Affects: Parcel II

Washington County, Oregon **2015-038674**
D-M
SIn=3 I REED **05/21/2015 11:53:12 AM**
\$55.00 \$11.00 \$5.00 \$20.00 \$20.00 **\$111.00**

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

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

WHEN RECORDED MAIL TO:
Bank of America, NA
600 North Cleveland Ave, Ste 300
Westerville, OH 43082

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated May 18, 2015, among Cherry Tree Properties LLC, an Oregon limited liability company ("Grantor"); Bank of America, NA, whose address is Mortgage Closing Department, 600 North Cleveland Ave, Suite 300, Westerville, OH 43082 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PRLAP, Inc, whose address is 600 North Cleveland Ave, Ste 300, Westerville, OH 43082 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated May 18, 2015, in the original principal amount of \$1,152,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Washington County, State of Oregon:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 8250 SW Tonka Street, Tualatin, OR 97062. The Real Property tax identification number is R534176 and R2052705.

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

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

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

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

Recorded by TICOR TITLE 30200-12948 CDW-50

WHEN RECORDED MAIL TO:

Bank of America, NA
600 North Cleveland Ave, Ste 300
Westerville, OH 43082

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated May 18, 2015, among Cherry Tree Properties LLC, an Oregon limited liability company ("Grantor"); Bank of America, NA, whose address is Mortgage Closing Department, 600 North Cleveland Ave, Suite 300, Westerville, OH 43082 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PRLAP, Inc, whose address is 600 North Cleveland Ave, Ste 300, Westerville, OH 43082 (referred to below as "Trustee").

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See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

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

Recorded by TICOR TITLE 3020072948 CDW. 50

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

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

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

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

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

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the

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work, services, or materials and the cost exceeds Fair Market Value. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

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

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

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

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

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

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

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

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

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

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

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or

purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Related Documents.

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

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OTHER GRANT PROVISIONS. Grantor (a) acknowledges that references in any granting provisions hereof to "improvements" mean and include "Improvements" and (b) grants to the Lender a security interest in all of Grantor's right, title and interest in and to any and all contracts of sale relating to the Property; and any and all condemnation awards and any insurance proceeds payable with respect to any casualty affecting the Property. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DEED OF TRUST TO THE CONTRARY, THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS, PERSONAL PROPERTY, CONTRACTS OF SALE, CONDEMNATION AWARDS AND INSURANCE PROCEEDS, IS GIVEN TO SECURE (A) PERFORMANCE OF GRANTOR'S OBLIGATIONS UNDER A PROMISSORY NOTE DATED THE SAME DATE AS THIS DEED OF TRUST FROM THE GRANTOR IN FAVOR OF THE LENDER, (B) PAYMENT OF THE INDEBTEDNESS, AND (C) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Insert the following after "Possession and Use": No Liens. The Grantor agrees to keep the Property free from all liens and encumbrances, other than the lien of this Deed of Trust and those encumbrances to which the Lender has given its prior written consent, which consent may be given, withheld or conditioned by the Lender in the exercise of its sole and absolute discretion from time to time. The Grantor shall give the Lender notice of any default in any liens or other encumbrances and notice of any foreclosure or threat of foreclosure of, or exercise of remedies with respect to, the same. No Transfers. The Grantor will not transfer, sell, assign or otherwise convey, or contract to do so, all or any part of the Property or any legal or beneficial interest therein.

PURPOSE. Borrower and Grantor agree that the loan under the Note shall NOT be used for personal, family or household purposes and that the loan under the Note shall be used solely for business, commercial or other similar purposes.

ADDITIONAL EVENTS OF DEFAULT. Notwithstanding the provisions for Event of Default hereincontained or contained in any Related Document to the contrary, and in addition thereto, the occurrence of any or all of the following shall also constitute an event or events of default under the Deed of Trust:

Impairment of Collateral. The loss, theft, destruction, sale, assignment, attachment, execution, levy or unpermitted encumbrance of or on any substantial part of any collateral securing the Note.

Lien Impairment. An amendment, release, satisfaction or termination relating to a filed financing statement, mortgage, deed of trust, pledge, assignment or other security instrument is improperly filed.

Patriot Act Notification. Lender receives notification or is otherwise made aware that Borrower, Grantor or any Guarantor is listed as or appears on any lists of known or suspected terrorists or terrorist organizations provided to Lender by the U.S. government under the USA Patriot Act of 2001

**DEED OF TRUST
(Continued)**

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ADDITIONAL JURY WAIVER. NOTWITHSTANDING THE PROVISIONS FOR JURY WAIVER HEREINCONTAINED TO THE CONTRARY, BORROWER, GRANTOR AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER, GRANTOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DEED OF TRUST OR THE NOTE, AND ANY OTHER RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER, GRANTOR AND BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THE NOTE.

LENDER'S LIABILITY. Lender shall not be liable to Borrower, Grantor or any Guarantor for any indirect, consequential, punitive, or special damages of any kind or nature arising in connection with the Note or this Deed of Trust or any collateral securing the Note. This provision shall survive the termination of this Deed of Trust and the Note.

FINAL AGREEMENT. This Deed of Trust represents the final agreement between the Borrower, Grantor and the Lender that this Deed of Trust may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of either party. There are no unwritten oral agreements between the parties.

COSTS AND EXPENSES. Borrower and/or Grantor shall pay all costs and expenses incurred by Lender in connection with the Note, including those costs, expenses, deposits and fees specifically detailed in any commitment letter executed by Borrower in connection with the Note. Such costs and expenses shall include, but not be limited to, the costs and expenses for inspections, appraisals, preparation of loan documents, filing and recording fees, mortgage, deed of trust and similar taxes, attorney's fees and costs, and for satisfying the conditions and requirements hereincontained for closing the loan under the Note. Borrower's and Grantor's obligations for these costs and expense shall survive the termination of this Deed of Trust or the Note.

FLOOD ZONE. Notwithstanding any other provisions herein contained, if, now or in the future, any of the secured obligations include any Special Flood Zone Loan, then the following shall apply: The Special Flood Zone Loan shall not be secured under this Security Agreement by any Personal Property which would constitute "contents" located within the Flood Zone Improvements. For the purposes of this subparagraph, (a) "Flood Zone Improvements" means any "improved" real property that is located within a Special Flood Hazard Area; (b) a "Special Flood Zone Loan" means a loan or line of credit which is secured by Flood Zone Improvements; and (c) the terms "improved" real property, "Special Flood Hazard Area," and "contents" shall have the meaning ascribed to them by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq., and implementing regulations, 44 C.F.R. Parts 59 et seq., and/or the Federal Emergency Management Agency ("FEMA")."

DEFINITION OF INDEBTEDNESS. Notwithstanding anything to the contrary contained in this Agreement, the term "Indebtedness" shall not include: (i) unsecured indebtedness, obligations, debts or liabilities, including but not limited to any indebtedness, obligation, debt or liability which expressly states that it is unsecured; or (ii) any indebtedness, obligations, debts or liabilities which are or may hereafter be "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulation promulgated thereunder.

WAIVER OF CLASS ACTION. Additional Provision: Waiver of Class Actions. Notwithstanding any other provision herein contained to the contrary, the following provision on Waiver of Class Actions shall apply to this agreement: The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank of America, N.A., its subsidiaries and affiliates, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.**

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

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

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

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

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

**DEED OF TRUST
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State of Oregon.

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

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

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

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

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

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

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

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

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

Beneficiary. The word "Beneficiary" means Bank of America, NA, and its successors and assigns.

Borrower. The word "Borrower" means Cherry Tree Properties LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

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

Grantor. The word "Grantor" means Cherry Tree Properties LLC.

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

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

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

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

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

DEED OF TRUST
(Continued)

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provision of this Deed of Trust.

Lender. The word "Lender" means Bank of America, NA , its successors and assigns.

Note. The word "Note" means the promissory note dated May 18, 2015, in the original principal amount of \$1,152,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is May 20, 2025.

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

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

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

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

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

Trustee. The word "Trustee" means PRLAP, Inc, whose address is 600 North Cleveland Ave, Ste 300, Westerville, OH 43082 and any substitute or successor trustees.

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

GRANTOR:

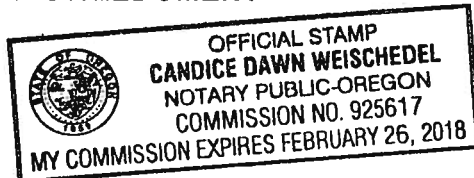
CHERRY TREE PROPERTIES LLC

By: JoAnne Wisniewski
JoAnne Wisniewski, Member of Cherry Tree Properties LLC

By: Jonathan Wisniewski
Jonathan Wisniewski, Member of Cherry Tree Properties LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)



On this 18 day of May, 2015, before me, the undersigned Notary Public, personally appeared JoAnne Wisniewski, Member of Cherry Tree Properties LLC and Jonathan Wisniewski, Member of Cherry Tree Properties LLC, and known to me to be members or designated agents of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Candice Weischeidel
Notary Public in and for the State of Oregon

Residing at Portland
My commission expires 2/26/18

REQUEST FOR FULL RECONVEYANCE

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

To: _____, Trustee

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

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT "A"

PARCEL I:

A portion of the Southwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 24; thence North along the West line of said Section 24, a distance of 2060.3 feet to a point; thence East parallel with the South line of said Section 24, a distance of 739.5 feet to the true point of beginning; thence South parallel with the West line of said Section 24, a distance of 250 feet to a point; thence East parallel with the South line of said Section 24, a distance of 214.5 feet to a point; thence North parallel with the West line of said Section 24, a distance of 250 feet to a point; thence West parallel with the South line of said Section 24, a distance of 214.5 feet to the true point of beginning.

PARCEL II:

A portion of Parcel 3, PARTITION PLAT NO. 1994-011, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at the Easterly Northeast corner of said Parcel 3; thence South $89^{\circ}27'08''$ West, 214.99 feet to the true point of beginning; thence continuing South $9^{\circ}27'08''$ West, 2.32 feet to a point on the East line of SW Tonka Road; thence Northwesterly on said East line, 80.41 feet along the arc of a 140.0 foot radius curve to the left, the chord of which bears $26^{\circ}57'24''$ West, 79.31 feet; thence South $88^{\circ}59'04''$ East, 38.19 feet; thence South $00^{\circ}04'03''$ East, 70.0 feet to the true point of beginning.

Washington County, Oregon **2015-038675**
D-MALR
Stn=3 | REED **05/21/2015 11:53:12 AM**
\$35.00 \$11.00 \$5.00 \$20.00 \$20.00 **\$91.00**

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

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

WHEN RECORDED MAIL TO:

Bank of America, NA
600 North Cleveland Ave, Ste 300
Westerville, OH 43082

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated May 18, 2015, is made and executed between Cherry Tree Properties LLC, an Oregon limited liability company (referred to below as "Grantor") and Bank of America, NA, whose address is 600 North Cleveland Ave, Suite 300, Westerville, OH 43082 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Washington County, State of Oregon:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8250 SW Tonka Street, Tualatin, OR 97062. The Property tax identification number is R534176 and R2052705.

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

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance.

Recorded by TICOR TITLE 30200 720148CDW-50

WHEN RECORDED MAIL TO:

Bank of America, NA
600 North Cleveland Ave, Ste 300
Westerville, OH 43082

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated May 18, 2015, is made and executed between Cherry Tree Properties LLC, an Oregon limited liability company (referred to below as "Grantor") and Bank of America, NA, whose address is 600 North Cleveland Ave, Suite 300, Westerville, OH 43082 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Washington County, State of Oregon:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8250 SW Tonka Street, Tualatin, OR 97062. The Property tax identification number is R534176 and R2052705.

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

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

- Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.
- Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.
- No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.
- No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

- Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.
- Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.
- Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance

Recorded by TICOR TITLE 3026072014CBW-50

**ASSIGNMENT OF RENTS
(Continued)**

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effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

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

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

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

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

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

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

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

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

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

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

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

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, borrowed against, levied upon, seized, or attached.

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or

**ASSIGNMENT OF RENTS
(Continued)**

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performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

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

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

LEASES. The Grantor covenants (a) to observe and perform all of the obligations imposed upon the landlord in the leases that are the subject of the Rents and not to do or permit to be done anything to impair the security thereof; (b) that such leases are valid and enforceable and that the tenants are not in default under any of the terms thereof; and (c) not to collect any of the Rents in advance of the time when the same becomes due.

ADDITIONAL EVENTS OF DEFAULT. Notwithstanding the provisions for Default hereincontained or contained in any Related Document to the contrary, the occurrence of any or all of the following shall also constitute an event or events of default under this Agreement:

Impairment of Collateral. The loss, theft, destruction, sale, assignment, attachment, execution, levy or unpermitted encumbrance of or on any substantial part of any collateral securing the loan.

Lien Impairment. An amendment, release, satisfaction or termination relating to a filed financing statement, mortgage, deed of trust, pledge, assignment or other security instrument is improperly filed.

Patriot Act Notification. Lender receives notification or is otherwise made aware that Borrower, Grantor or any Guarantor is listed as or appears on any lists of known or suspected terrorists or terrorist organizations provided to Lender by the U.S. government under the USA Patriot Act of 2001

ADDITIONAL JURY WAIVER. NOTWITHSTANDING THE PROVISIONS FOR JURY WAIVER HEREINCONTAINED TO THE CONTRARY, BORROWER, GRANTOR AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER, GRANTOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, AND ANY OTHER RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER, GRANTOR AND BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO ENTERING INTO THIS AGREEMENT.

LENDER'S LIABILITY. Lender shall not be liable to Borrower, Grantor or any Guarantor for any indirect, consequential, punitive, or special damages of any kind or nature arising in connection with this Agreement. This provision shall survive the termination of this Agreement.

FLOOD ZONE. Notwithstanding any other provisions herein contained, if, now or in the future, any of the secured obligations include any Special Flood Zone Loan, then the following shall apply: The Special Flood Zone Loan shall not be secured under this Security Agreement by any Personal Property which would constitute "contents" located within the Flood Zone Improvements. For the purposes of this subparagraph, (a) "Flood Zone Improvements" means any "improved" real property that is located within a Special Flood Hazard Area; (b) a "Special Flood Zone Loan" means a loan or line of credit which is secured by Flood Zone Improvements; and (c) the terms "improved" real property, "Special Flood Hazard Area," and "contents" shall have the meaning ascribed to them by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq., and implementing regulations, 44 C.F.R. Parts 59 et seq., and/or the Federal Emergency Management Agency ("FEMA")."

WAIVER OF CLASS ACTION. Additional Provision: Waiver of Class Actions Notwithstanding any other provision herein contained to the contrary, the following provision on Waiver of Class Actions shall apply to this agreement: The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank of America, N.A., its subsidiaries and affiliates, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a

**ASSIGNMENT OF RENTS
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"Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.**

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

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

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

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

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

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

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

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

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

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

Time is of the Essence. Time is of the essence in the performance of this Assignment.

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

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

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

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

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Cherry Tree Properties LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

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

Grantor. The word "Grantor" means Cherry Tree Properties LLC.

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

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

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

Lender. The word "Lender" means Bank of America, NA, its successors and assigns.

Note. The word "Note" means the promissory note dated May 18, 2015, in the original principal amount of **\$1,152,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.


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

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 18, 2015.

GRANTOR:

CHERRY TREE PROPERTIES LLC

By: 
JoAnne Wisniewski, Member of Cherry Tree
Properties LLC

By: 
Jonathan Wisniewski, Member of Cherry Tree
Properties LLC

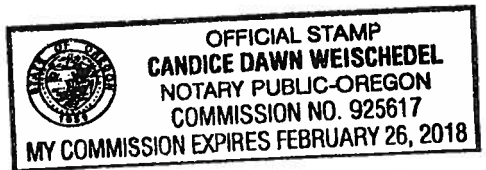
ASSIGNMENT OF RENTS
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)



On this 18 day of May, 2015, before me, the undersigned Notary Public, personally appeared JoAnne Wisniewski, Member of Cherry Tree Properties LLC and Jonathan Wisniewski, Member of Cherry Tree Properties LLC, and known to me to be members or designated agents of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By C Dawn Weischedel Residing at Portland
Notary Public in and for the State of Oregon My commission expires 2/26/18

EXHIBIT "A"

PARCEL I:

A portion of the Southwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 24; thence North along the West line of said Section 24, a distance of 2060.3 feet to a point; thence East parallel with the South line of said Section 24, a distance of 739.5 feet to the true point of beginning; thence South parallel with the West line of said Section 24, a distance of 250 feet to a point; thence East parallel with the South line of said Section 24, a distance of 214.5 feet to a point; thence North parallel with the West line of said Section 24, a distance of 250 feet to a point; thence West parallel with the South line of said Section 24, a distance of 214.5 feet to the true point of beginning.

PARCEL II:

A portion of Parcel 3, PARTITION PLAT NO. 1994-011, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at the Easterly Northeast corner of said Parcel 3; thence South $89^{\circ}27'08''$ West, 214.99 feet to the true point of beginning; thence continuing South $9^{\circ}27'08''$ West, 2.32 feet to a point on the East line of SW Tonka Road; thence Northwesterly on said East line, 80.41 feet along the arc of a 140.0 foot radius curve to the left, the chord of which bears $26^{\circ}57'24''$ West, 79.31 feet; thence South $88^{\circ}59'04''$ East, 38.19 feet; thence South $00^{\circ}04'03''$ East, 70.0 feet to the true point of beginning.

Exhibit "A"

1. Rights of the public to any portion of the Land lying within streets, roads and highways.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement, including the terms and provisions thereof,
In favor of: Julius Martinazzi
Purpose: Power line
Recording Date: October 27, 1952
Recording No: Book 338, Page 165
Affects: Parcel II-also shown on plat

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

Entitled: Easement, including the terms and provisions thereof,
In favor of: City of Tualatin
Purpose: Utilities
Recording Date: July 11, 1969
Recording No: Book 749, Page 829
Affects: West 10 feet Parcel I

4. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat No. 1994-011
Affects: Parcel II



Ticor Title Company of Oregon
 111 SW Columbia, Suite 1000, Portland, OR 97201
 (503)242-1210 FAX (503)242-0770

Candice Weischedel
 Ticor Title Company of Oregon
 111 SW Columbia, Suite 1000
 Portland, OR 97201

DATE: May 18, 2015
 ESCROW NO: 3626072948CDW-TTPOR50
 PROPERTY ADDRESS:
 8250 SW Tonka Street, Tualatin, OR 97062

PRELIMINARY REPORT APPROVAL

I have read the Preliminary Report dated April 14, 2015 covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued to me as required by my instructions to include as encumbrances therein General Exceptions Nos. 1-5 and Items Nos. 7-10 of said report, in addition, to those specific items described in my escrow instructions or created by me. I know of no other matters pertaining to the condition of title other than stated in this report. Further we approve the legal description as being the property which is the subject of this escrow.

I hereby acknowledge receipt of a copy of said Preliminary Report.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Cherry Tree Properties LLC, an Oregon limited liability company

BY: *[Signature]*
 JoAnne F. Wisniewski, Member

BY: *[Signature]*
 Jonathan A. Wisniewski, Member

Ticor Title Company of Oregon

By: *[Signature]*
 Candice Weischedel, Escrow Officer

Date: 5/18/15



Ticor Title Company of Oregon
 111 SW Columbia, Suite 1000, Portland, OR 97201
 (503)242-1210 FAX (503)242-0770

Candice Weischedel
 Ticor Title Company of Oregon
 111 SW Columbia, Suite 1000
 Portland, OR 97201

DATE: May 11, 2015
 ESCROW NO: 3626072948CDW-TTPOR50
 PROPERTY ADDRESS:
 8250 SW Tonka Street, Tualatin, OR 97062

PRELIMINARY REPORT APPROVAL

I have read the Preliminary Report dated April 14, 2015 covering the property described in your above numbered escrow. I know of no other matters pertaining to the condition of title other than stated in this report. Further we approve the legal description as being the property which is the subject of this escrow.

I hereby acknowledge receipt of a copy of said Preliminary Report.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

The S & T Sposito Living Trust, dated April 15, 2003

BY: *Stan Sposito*
 Stan Sposito, Trustee

BY: *Tracy R. Sposito*
 Tracy R. Sposito, Trustee

Ticor Title Company of Oregon
 By: *Candice Weischedel*
 Candice Weischedel, Escrow Officer

Date: *5/20/15*



Ticor Title Company of Oregon

111 SW Columbia, Suite 1000, Portland, OR 97201
(503)242-1210 FAX (503)242-0770
Email: mark.davison@ticortitle.com

PRELIMINARY REPORT

ESCROW OFFICER: Candice Weischedel
TITLE OFFICER: Mark Davison

ORDER NO.: 3626072948CDW-TTPOR50
2nd Supplemental

TO: Ticor Title Company of Oregon
Attn: Candice Weischedel
111 SW Columbia, Suite 1000
Portland, OR 97201

OWNER/SELLER: The S & T Sposito Living Trust, dated April 15, 2003

BUYER/BORROWER: Cherry Tree Properties LLC, an Oregon limited liability company

PROPERTY ADDRESS: 8250 SW Tonka Street
Tualatin, Oregon 97062

EFFECTIVE DATE: April 14, 2015, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
Owner's Standard	1,440,000.00	\$ 2,760.00
Lender's Extended		
Governmental Service Fee		\$ 50.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Stan Sposito and Tracy R. Sposito, Trustees, or their successors in trust, under the S&T Sposito Living Trust, dated April 15, 2003

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF TUALATIN IN THE COUNTY OF WASHINGTON, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

PRELIMINARY REPORT

(Continued)

Order No.: 3626072948CDW-TTPOR50

EXHIBIT "A"

PARCEL I:

A portion of the Southwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 24; thence North along the West line of said Section 24, a distance of 2060.3 feet to a point; thence East parallel with the South line of said Section 24, a distance of 739.5 feet to the true point of beginning; thence South parallel with the West line of said Section 24, a distance of 250 feet to a point; thence East parallel with the South line of said Section 24, a distance of 214.5 feet to a point; thence North parallel with the West line of said Section 24, a distance of 250 feet to a point; thence West parallel with the South line of said Section 24, a distance of 214.5 feet to the true point of beginning.

PARCEL II:

A portion of Parcel 3, PARTITION PLAT NO. 1994-011, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at the Easterly Northeast corner of said Parcel 3; thence South $89^{\circ}27'08''$ West, 214.99 feet to the true point of beginning; thence continuing South $9^{\circ}27'08''$ West, 2.32 feet to a point on the East line of SW Tonka Road; thence Northwesterly on said East line, 80.41 feet along the arc of a 140.0 foot radius curve to the left, the chord of which bears $26^{\circ}57'24''$ West, 79.31 feet; thence South $88^{\circ}59'04''$ East, 38.19 feet; thence South $00^{\circ}04'03''$ East, 70.0 feet to the true point of beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

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, 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.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. City Liens, if any, in favor of the City of Tualatin. None found as of April 17, 2015.
7. Rights of the public to any portion of the Land lying within streets, roads and highways.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement, including the terms and provisions thereof,
In favor of: Julius Martinazzi
Purpose: Power line
Recording Date: October 27, 1952
Recording No: Book 338, Page 165
Affects: Parcel II-also shown on plat
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
Entitled: Easement, including the terms and provisions thereof,
In favor of: City of Tualatin
Purpose: Utilities
Recording Date: July 11, 1969
Recording No: Book 749, Page 829
Affects: West 10 feet Parcel I

10. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: Partition Plat No. 1994-011
Affects: Parcel II

11. Although we have reason to believe the following Deeds of Trust has been paid in full, we find no releases of record.

- A. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$18,000.00
Dated: August 29, 1988
Trustor/Grantor: Stan C. Sposito
Trustee: Gary Bisaccio
Beneficiary: Dolores Simonatti
Loan No.: none
Recording Date: October 7, 1988
Recording No: 88-044748
Affects: Parcel I

- B. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$95,000.00
Dated: February 16, 1989
Trustor/Grantor: Stanley C. Sposito
Trustee: Transamerica Title Insurance Company
Beneficiary: The Wilkinson Real Estate Trust
Loan No.: none
Recording Date: February 17, 1989
Recording No: 89-007261
Affects: Parcel I

12. The terms of the trust agreement under which S&T Sposito Living Trust, herein holds title.
13. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
- a) The rights of tenants holding under unrecorded leases or tenancies
 - b) Any facts which would be disclosed by an accurate survey of the Land
 - c) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.

ADDITIONAL REQUIREMENTS/NOTES:

- A. A real property transfer tax will be imposed at the rate of \$1.00 per \$1000.00 or fraction thereof of the selling price based upon the provisions of Washington County Ordinance No. 289, effective May 3, 1984.

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

Fiscal Year: 2014-15
Amount: \$7,758.96
Account No.: R534176, 2S124CB-01700, CODE 023.76
Affects: Parcel I

Fiscal Year: 2014-15
Amount: \$13.81
Account No.: R2052705, 2S124CB-01805, CODE 023.76
Affects: Parcel II

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

- C. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA policy unless removed prior to issuance.
- D. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- E. The Land lies within the Tualatin Central Urban Renewal Area and is subject to the terms and provisions thereof.
- F. If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of said Trust Agreement or a Trust Certification pursuant to ORS Chapter 130.860.

The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.
- G. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- H. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Cherry Tree Properties LLC
- I. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- J. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

- K. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- L. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Cherry Tree Properties LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Washington County, Oregon **2015-038673**
 D-DW **05/21/2015 11:53:12 AM**
 Stn=3 | REED \$15.00 \$11.00 \$5.00 \$20.00 \$1,440.00 **\$1,511.00**
 \$20.00
 I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.
 Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio

GRANTOR:
 The S & T Sposito Living Trust, dated April 15, 2003
 5283 SW 201st Ave
 Aloha, OR 97078

GRANTEE:
 Cherry Tree Properties LLC, an Oregon limited liability company
 19314 SW Mohave Court
 Tualatin, OR 97062

SEND TAX STATEMENTS TO:
 Cherry Tree Properties LLC, an Oregon limited liability company
 8250 SW Tonka Street
 Tualatin, OR 97062

AFTER RECORDING RETURN TO:
 Cherry Tree Properties LLC, an Oregon limited liability company
 8250 SW Tonka Street
 Tualatin, OR 97062

Escrow No: 3626072948CDW-TTPOR50

CODE 023.76
 R534176, 2S124CB-01700
 8250 SW Tonka Street
 Tualatin, OR 97062

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Stan Sposito and Tracy R. Sposits, Trustees, or their successors in trust, under the S & T Sposito Living Trust, dated April 15, 2003, hereby convey and warrant to

TICOR TITLE 3626072948 CDW



Ticor Title Company
Commercial Department
111 SW Columbia, Suite 1000
Portland, OR 97201
(503)242-1210 * FAX (503)242-0770

Cherry Tree Properties LLC
19314 SW Mohave Court
Tualatin, OR 97062
Attn: JoAnne Wisniewski and Jonathan
Wisniewski

DATE: May 21, 2015
ESCROW NO.: 3626072948CDW
PROPERTY ADDRESS:

8250 SW Tonka Street,
Tualatin, OR 97062

We enclosed the following documents in connection with the above referenced transaction:

Our check, in the amount of \$187.00, representing excess funds.
Certified Copy, Buyer's Final Settlement Statement.
Original, Statutory Warranty Deed, recorded 05/21/2015, #2015-038673.
Copy, Deed of Trust, recorded 05/21/2015, as #2015-038674.
Copy, Buyer's Estimated Settlement Statement.
Copy, Sale Escrow Instructions.
Copy, Non-Foreign Certification, (2), (Original on file with Ticor Title Company).
Copy, Statutory Warranty Deed, read and approved.
Copy, Preliminary Report Approval and Preliminary Report.
Copy, Bank of America, Loan Documents.

We trust that this transaction has been handled to your satisfaction and look forward to the opportunity of seeing you again in the near future.

Sincerely,

Candice Weischedel
Escrow Officer

enclosure(s)

Critical Date List

Sale transaction between S&T Sposito Living Trust, as Seller,
and Joanne Wisniewski, as Buyer,
for 8250 SW Tonka Street, Tualatin, Oregon

Execution Date: 01/19/15

Earnest Money Due Date: 01/22/15 Promissory Note delivered to Title Company.

Escrow Opened: 01/22/15 Done 01/19/15.

Seller Documents to Buyer: Within five (5) days after execution date. 01/24/15. Plans emailed.

Preliminary Title Report: Within five (5) days after execution date. 01/24/15. Done 01/27/15.

Buyer's Title Objection: Within five (5) days after receipt of Preliminary Title Report.
02/01/15. Done 02/03/15.

Seller's Title Response: Within five (5) days after receipt of Buyer's title objection.
02/08/15. Done, Seller accepted Buyer's changes 02/03/15.

Title Contingency Date: Within five (5) days after receipt of Seller's title response.
02/08/15.

Expiration Date For Satisfaction of Buyer's Conditions to Purchase: Within sixty (60) days of execution date.
03/19/15.

Buyer's Notice to Waive Conditions to Purchase: Within sixty (60) days of execution date.
03/19/15, unless Buyer extends the Contingency Period, on or before
03/19/15.

Closing Date: On or before 03/29/15, unless Buyer extends the Conditions to Purchase
period.

Conditions to Purchase: Buyer has two consecutive thirty (30) day extensions with payment of
\$5,000 for each extension period. If Buyer waives the Conditions to
Purchase, the Closing Date shall be within five (5) business days from
Buyer's waiver of Buyer's Conditions to Purchase.



July 6th, 2022

CITY OF TUALATIN
18880 SW MARTINAZZI AVE
TUALATIN, OR 97062

RE: Emergency Veterinary Clinic of Tualatin
CIDA #: 210062.02

15895 SW 72ND AVE
SUITE 200
PORTLAND, OR 97224
PHONE: 503.226.1285
FAX: 503.226.1670
INFO@CIDAINC.COM
WWW.CIDAINC.COM

Dear Property Owner:

You are cordially invited to attend a meeting on July 21st at 6 PM and at 8250 SW Tonka St in the NE corner of the parking lot. This meeting shall be held to discuss a proposed project located at the above address. The proposal is for a 3,603 SF addition to the east side of the existing facility and a 244 SF addition on the west side of the facility that faces SW Tonka Street. The additions will allow for additional exam room and a tenant space for imaging services.

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.

Sincerely,

Rebecca Kerr, RA
Associate Architect

(503)226-1285 ext. 336
rebeccak@cidainc.com

ARCHITECTURE
ENGINEERING
PLANNING
INTERIORS



15895 SW 72ND AVE
SUITE 200
PORTLAND, OR 97224
PHONE: 503.226.1285
FAX: 503.226.1670
INFO@CIDAINC.COM
WWW.CIDAINC.COM

Project Memorandum

Project No: 210062.01 Date: 08/08/2022
Project Name: Emergency Vet Clinic of Tualatin
Subject: Neighborhood Meeting Notes
By: Samantha Luck
To: Keith Leonard, AICP Associate Planner

Neighborhood Meeting Notes from neighborhood meeting on 07/21/2022

Only one person attended this neighborhood meeting, and she was an employee of the vet clinic. There were no questions or concerns. No neighbors attended.

ARCHITECTURE
ENGINEERING
PLANNING
INTERIORS

AFFIDAVIT OF MAILING NOTICE

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Laveretta Chen being first duly sworn, depose and say:

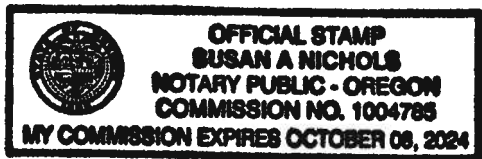
That on the 6th day of July, 20 22, I served upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing 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.

[Signature]
Signature

SUBSCRIBED AND SWORN to before me this 06 day of July, 20 22.

Susan A. Nichols
Notary Public for Oregon
My commission expires: October 08, 2024

RE: _____



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.

As the applicant for the Emergency Veterinary Clinic of Tualatin project, I hereby certify that on this day, 8/25/2022 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: REBECCA SP KEHR (Please Print)

Applicant's Signature: Rebecca Sp Kehr

Date: 8/25/22

CERTIFICATION OF SIGN POSTING

NOTICE
NEIGHBORHOOD / DEVELOPER MEETING
___/___/2010 _:__.m.
SW _____
503-___-___

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 Emergency Veterinary Clinic of Tualatin project, I hereby certify that on this day, July 7th, 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: REBECCA KERR, PA
(Please Print)

Applicant's Signature: Rebecca Kerr

Date: 7/7/2022



NOTICE
NEIGHBORHOOD /
DEVELOPER MEETING
7/21/2022 6:00 p.m.
8250 SW Tonka St.
503-226-1285 ext. 336

8250

VOIC 1

VOIC 2

VOIC 3

VOIC 4

