

Suzannah Stanley

From: McGladrey, Alexander M. <alexander.mcgladrey@tvfr.com>
Sent: Wednesday, December 4, 2024 11:09 AM
To: Suzannah Stanley
Subject: RE: Condor Tualatin Partitions

Good Morning Suzannah,

Thanks for reaching out regarding a TVF&R SPP for your partition. After discussing the project on the phone and reviewing the documents you sent over this doesn't appear to impact fire department access or water supply therefore TVF&R has no comment and an SPP is not required.

Thanks

Alex McGladrey | Deputy Fire Marshal

Tualatin Valley Fire & Rescue

Direct: 503-259-1420

www.tvfr.com

From: Suzannah Stanley <SStanley@mcknze.com>
Sent: Wednesday, December 4, 2024 11:05
To: McGladrey, Alexander M. <alexander.mcgladrey@tvfr.com>
Subject: Condor Tualatin Partitions

The sender is from outside TVF&R – Do not click on links or attachments unless you are sure they are safe

Hello Alex,

Thanks for the call today. Attached are the forms I started, though no work is proposed so everything is N/A. We are just adding lot lines.

Thanks,

Suzannah Stanley

D 971-346-3808 C 503-839-7036

Land Use Planning

Senior Associate

[Professional Licenses & Certifications](#)



Mackenzie.

ARCHITECTURE ■ INTERIORS ■ STRUCTURAL, CIVIL, AND TRAFFIC ENGINEERING
LAND USE AND TRANSPORTATION PLANNING ■ LANDSCAPE ARCHITECTURE

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SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number **24-002864**

1. **Jurisdiction:** Tualatin

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

Tax lot ID(s): 2S123CB00100
OR Site Address: 9940 SW POTANO ST

City, State, Zip: Tualatin, OR, 97062

Nearest cross street: _____

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 New lot lines

3. **Owner Information**

Name: _____

Company: Condor Cold Storage

Address: 9940 SW POTANO ST, 19480 SW 97TH AVE

City, State, Zip: Tualatin, OR, 97062

Phone/fax: _____

Email: _____

4. **Applicant Information**

Name: Suzannah Stanley

Company: Mackenzie

Address: 1515 SE Water Ave Ste 100 Portland, OR 97214

City, State, Zip: Portland, OR, 97214

Phone/fax: 9713463808

Email: sstanley@mcknze.com

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

Location and description of off-site work: _____

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

No development proposed.

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 Suzannah Stanley

Print/type title Land Use Planner

Signature ONLINE SUBMITTAL

Date 12/4/2024

FOR DISTRICT USE ONLY

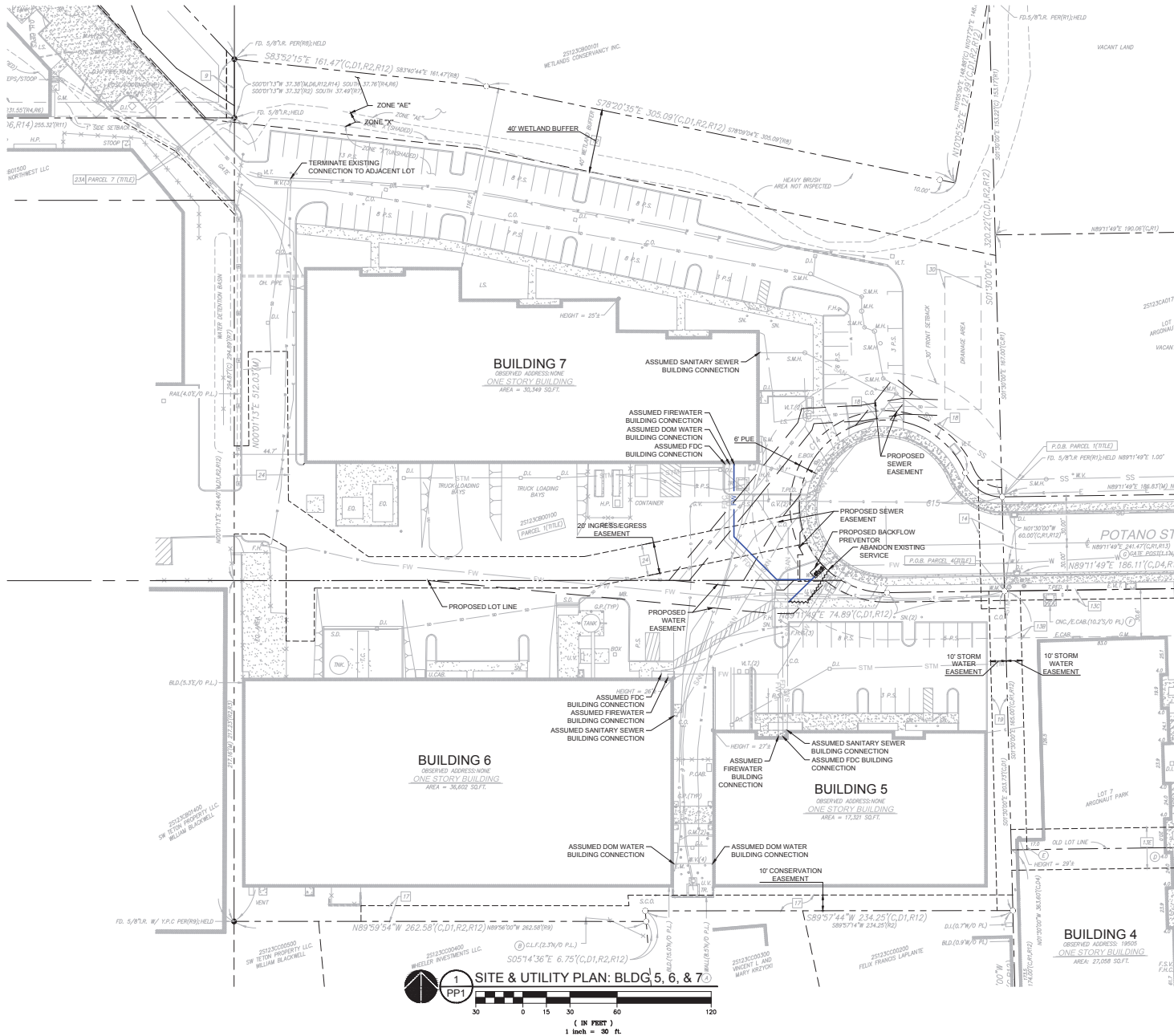
- ☐ Sensitive areas potentially exist on site or within 200' of the site. **THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER.** If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be 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 Mila Gonzalez Lima

Date 12/10/2024

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

Revised 2/2020



OWNER/DEVELOPER
CONDOR COLD STORAGE
CONTACT: JACK MONROE
151 KALMUS DRIVE, SUITE F1
COSTA MESA, CA 92626
PHONE: (714) 850-3912
EMAIL: JMONROE@CONDORCOLDSTORAGE.COM

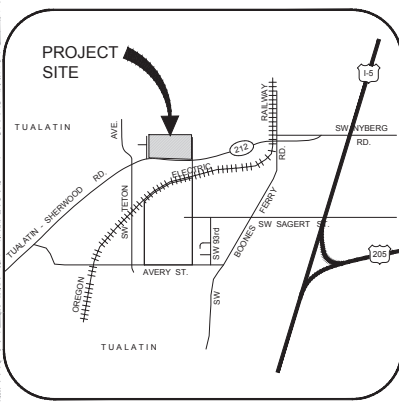
APPLICANT REPRESENTATIVES

MACKENZIE
1515 SW WATER AVE, SUITE 100
PORTLAND, OR 97203
PHONE: (503) 224-9560
LAND USE PLANNING
CONTACT: SUZANNAH STANLEY
EMAIL: S.STANLEY@MCKENZIE.COM
CIVIL ENGINEERING
CONTACT: NICOLE BURRELL
EMAIL: NBURRELL@MCKENZIE.COM

SITE DATA

ADDRESS
9940 SW POTATO ST
TUALATIN, OR 97062
TAX LOT: 25123CB00100
COUNTY: WASHINGTON
QUARTER, SECTION, TOWNSHIP, RANGE:
NE 1/4 SW 1/4 SECTION 23 T2S R1W W.M.

EXISTING PROPERTY AREA	AREA (SF)	AREA (AC)	COVERAGE
PROPOSED PARCEL A (BLDG 7)	134,684	3.09	
PROPOSED PARCEL B (BLDG 5 & 6)	104,927	2.41	
TOTAL	239,611	5.50	228.4%
IMPERVIOUS AREA			
BUILDING AREA	100,000	2.30	95.3%
PAVED AREA	150,000	3.44	143%
TOTAL IMPERVIOUS AREA	250,000	5.74	238.3%
LANDSCAPE AREA	-145,072.620000	-3.33	-138.3%



Portland, OR
Seattle, WA
Vancouver, WA
Tacoma, WA
Spokane, WA
www.mackenzie.biz
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Client
CONDOR COLD STORAGE

151 KALMUS DRIVE,
SUITE F1
COSTA MESA, CA 92626

Project
CONDOR TUALATIN

PARTITION PLANS

REVISIONS SCHEDULE		
Delta	Issued As	Issue Date

SHEET TITLE:
**PARTITION SITE
& UTILITY PLAN:
BLDG 5, 6, & 7**

SHEET:

PP1

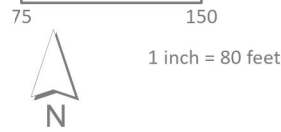
JOB NO. 2240222.00

PRELIMINARY ONLY
2240222.00/RAW/NS/CIVIL/222-PARTITION PLAN.DWG/567 PART 11/50/24 2146 1:30



CONDOR TUALATIN PARTITIONS Tualatin, Oregon

- LEGEND
- Flood Plains (FEMA)
- 1% Annual Chance Flood Hazard
 - Regulatory Floodway
 - Special Floodway
 - 0.2% Annual Chance Flood Hazard
 - Area with Reduced Risk Due to Levee
 - Tax Lots
 - Subject Sites
 - Proposed Lot Lines

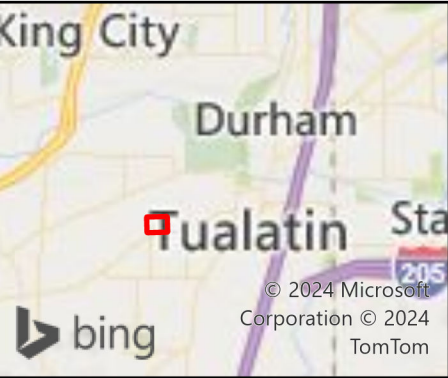


SOURCE DATA: Metro RLIS Lite Base Data, June 2024

GEOGRAPHIC PROJECTION: NAD 83 HARN, Oregon North Lambert Conformal Conic

Date: 12/4/2024
File: Condor_Tualatin

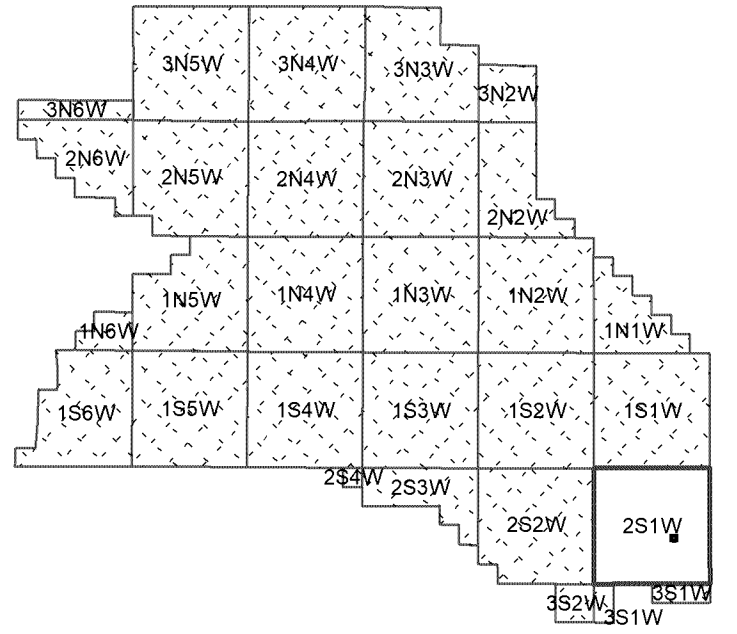
Map Created By: JTP
Project No: 2240222.00



MACKENZIE.

P 503.224.9560 • F 503.228.1285 • W MCKNZE.COM
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214
Portland, Oregon • Vancouver, Washington • Seattle, Washington

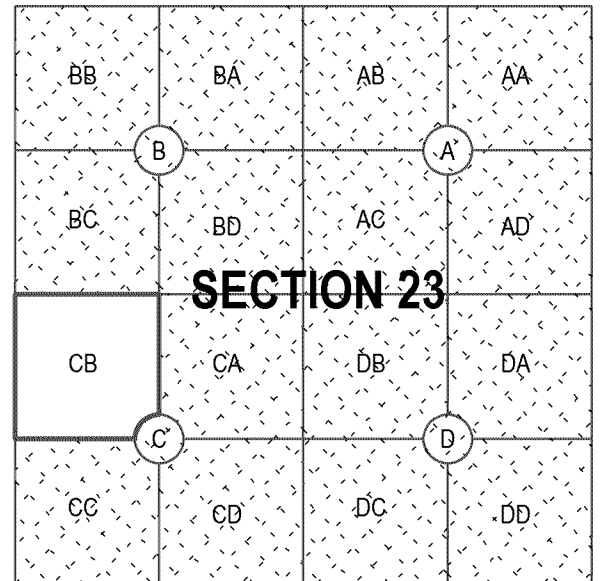
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WASHINGTON COUNTY OREGON
NW 1/4 SW 1/4 SECTION 23 T2S R1W W.M.
SCALE 1" = 100'

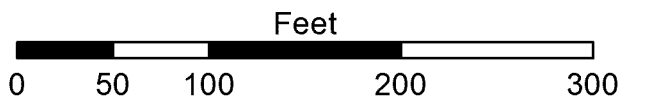
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1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



Cancelled Taxlots For: 2S123CB

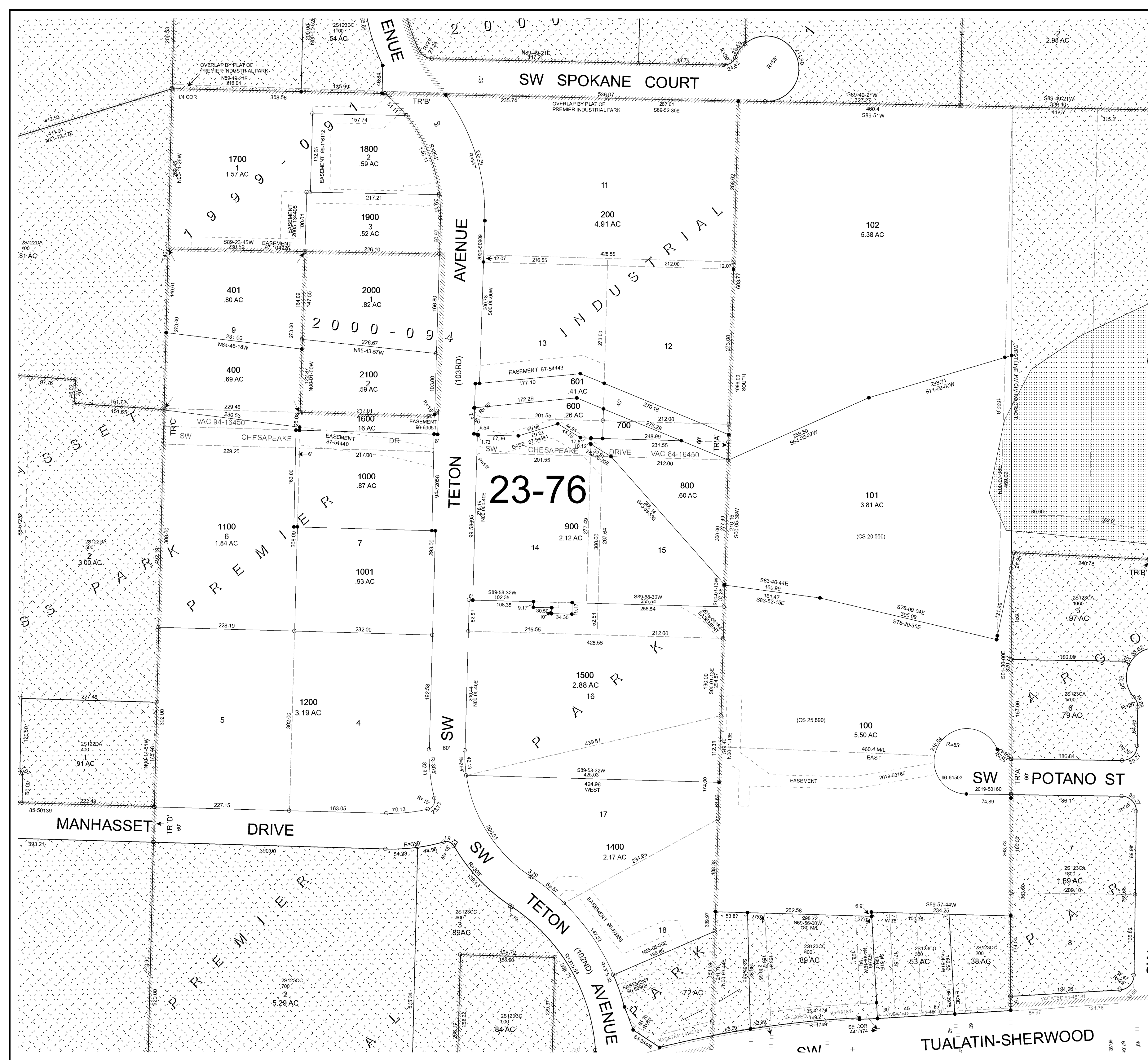
1300, 300, 301, 1500 A1, 1500 A2, 1500 A3, 1500 A4,
1500 A5, 100 A1, 100 A2, 100 A4, 100 A5, 900 A2,
100 A3, 100 A6, 102 A1, 900 A4, 1400 A1, 900 A3,



Assessment
CARTOGRAPHY
Taxation

PLOT DATE: 4/14/2021
Rotation: 0
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern
are for reference only and may not indicate the most current property boundaries.
Please consult the appropriate map for the most current information.





PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to read 'Maggie Metcalf', written over a horizontal line.



111 SW Columbia St., Ste 1000, Portland, OR 97201
(503)242-1210 FAX (503)242-0770

PRELIMINARY REPORT

ESCROW OFFICER: Alli Swallow
Alli.Swallow@TicorTitle.com
503-219-2179

ORDER NO.: 36262200629

TITLE OFFICER: Tami Conn

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

ESCROW LICENSE NO.: EA850600240

OWNER/SELLER: Tualatin Industrial Investors LLC

BUYER/BORROWER: Condor Cold Storage LLC, a California limited liability company

PROPERTY ADDRESS: 19350,19480, 19505 19550 SW 97th Ave and 9940,9955, 9960 SW Potano and, 9735
& 9693 SW Tualatin Sherwood Rd and 19300 SW Teton Avenue., Tualatin, OR 97062

EFFECTIVE DATE: January 26, 2022, 08:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
	\$ 0.00	\$ 0.00
	\$ 0.00	\$ 0.00
Government Lien Search		\$ 150.00

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:

Tualatin Industrial Investors LLC, an Oregon limited liability company

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

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

EXHIBIT "A"
Legal Description

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TUALATIN, WASHINGTON COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SW POTANO STREET, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 6, ARGONAUT PARK, A SUBDIVISION RECORDED IN PLAT BOOK 63, PAGE 20 OF THE WASHINGTON COUNTY PLAT RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET; THENCE 29.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°58'32" (THE LONG CHORD OF WHICH BEARS NORTH 56°48'55" WEST, 27.95 FEET), TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET; THENCE 238.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 247°58'32" (THE LONG CHORD OF WHICH CHORD BEARS SOUTH 33°11'05" WEST, 91.21 FEET); THENCE NORTH 89°11'49" EAST, 74.89 FEET TO THE WESTERLY LINE OF SAID PLAT; THENCE SOUTH 01°30'00" EAST ALONG THE SAID WESTERLY LINE, 203.73 FEET TO THE NORTHERLY LINE OF PROPERTY DESCRIBED IN DEED BOOK 821, PAGE 601, AND DEED DOCUMENT NO. 85-016587; THENCE SOUTH 89°57'44" WEST ALONG SAID NORTHERLY LINE, 234.25 FEET TO THE WESTERLY LINE OF SAID DEED DOCUMENT NO. 85-016587; THENCE SOUTH 05°14'36" EAST ALONG SAID WESTERLY LINE, 6.75 FEET TO THE NORTHERLY LINE OF DEED DOCUMENT NO. 85-020001 AND DEED DOCUMENT NO. 86-060730; THENCE NORTH 89°59'54" WEST ALONG SAID NORTHERLY LINE, 262.58 FEET TO THE EASTERLY LINE OF PREMIER INDUSTRIAL PARK, A SUBDIVISION RECORDED IN PLAT BOOK 52, PAGES 41 AND 42, OF SAID PLAT RECORDS; THENCE NORTH 00°01'13" EAST ALONG SAID EASTERLY LINE, 549.40 FEET; THENCE SOUTH 83°52'15" EAST ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED AS A WETLANDS PARCEL IN DEED DOCUMENT NO. 91-053359, 161.47 FEET; THENCE SOUTH 78°20'35" EAST ALONG SAID SOUTHERLY LINE, 305.09 FEET; THENCE NORTH 10°05'50" EAST ALONG SAID SOUTH LINE, 121.99 FEET TO THE WESTERLY LINE OF SAID ARGONAUT PARK; THENCE SOUTH 01°30'00" EAST ALONG SAID WESTERLY LINE, 320.22 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

PARCEL 2:

LOTS 1 AND 2, ARGONAUT PARK, RECORDED IN BOOK 63, PAGE 20 OF PLATS, IN THE CITY OF TUALATIN, WASHINGTON COUNTY, STATE OF OREGON, TOGETHER WITH THAT PORTION OF VACATED TUALATIN-SHERWOOD ROAD WHICH INURED UPON THE VACATION THEREOF, AS SET FORTH IN WASHINGTON COUNTY RESOLUTION AND ORDER NO. 94-46, RECORDED MAY 9, 1994, RECORDER'S FEE NO. 94-045181, ALTOGETHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 2, THENCE SOUTH 00°08'00" EAST ALONG THE EASTERLY LINE OF SAID LOTS 1 & 2 AND ITS SOUTHERLY EXTENSION, 344.60 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN-SHERWOOD ROAD AS DESCRIBED IN SAID VACATION DOCUMENT AND TO A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 3951.00 FEET; THENCE 174.93 FEET ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 2°32'13" (THE LONG CHORD OF WHICH BEARS SOUTH 80°17'42" WEST, 174.92 FEET); THENCE NORTH 52°05'57" WEST ALONG SAID RIGHT-OF-WAY LINE, 43.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SW 97TH AVENUE; THENCE NORTH 00°48'11" WEST ALONG SAID RIGHT-OF-WAY LINE AND THE WESTERLY LINE OF SAID LOTS 1 AND 2, 344.26 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE NORTH 89°11'49" EAST ALONG THE NORTH LINE OF SAID LOT 2, 211.01 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

EXHIBIT "A"
Legal Description

PARCEL 3:

LOTS 3 AND 4, ARGONAUT PARK, IN THE CITY OF TUALATIN, Parcel 1 COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL 4:

LOTS 7 AND 8, ARGONAUT PARK, RECORDED IN BOOK 63, PAGE 20 OF PLATS, IN THE CITY OF TUALATIN, WASHINGTON COUNTY, STATE OF OREGON, TOGETHER WITH THAT PORTION OF VACATED TUALATIN-SHERWOOD ROAD WHICH INURED UPON THE VACATION THEREOF, AS SET FORTH IN WASHINGTON COUNTY RESOLUTION AND ORDER NO. 94-46, RECORDED MAY 9, 1994, RECORDER'S FEE NO. 94-045181, ALTOGETHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SW POTANO STREET, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 89°11'49" EAST ALONG THE NORTHERLY LINE OF SAID LOT 7, 186.11 FEET TO A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET; THENCE 39.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (THE LONG CHORD OF WHICH BEARS SOUTH 45°48'11" EAST, 35.35 FEET); THENCE SOUTH 00°48'11" EAST ALONG THE EASTERLY LINE OF SAID LOTS 7 AND 8 AND ITS SOUTHERLY EXTENSION, 295.66 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN-SHERWOOD ROAD; THENCE SOUTH 42°33'54" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 38.66 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 3951.00 FEET; THENCE 121.79 FEET ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 01°48'58" (THE LONG CHORD OF WHICH BEARS SOUTH 84°12'34" WEST, 121.78 FEET); THENCE SOUTH 85°02'32" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 58.97 FEET TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOTS 7 AND 8; THENCE NORTH 01°30'00" WEST ALONG SAID WESTERLY LINE AND ITS SOUTHERLY EXTENSION, 363.60 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

PARCEL 5:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON, STATE OF OREGON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 2 OF ARGONAUT PARK, RECORDED IN BOOK 63, PAGE 20 OF PLATS, WASHINGTON COUNTY RECORDS, THENCE NORTH 00°08'00" WEST ALONG THE EASTERLY LINE OF SAID ARGONAUT PARK, 112.50 FEET TO A POINT BEING SOUTH 00°08'00" EAST, 375.00 FEET FROM THE NORTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN RECORDER'S DOCUMENT NO. 78-33404, WASHINGTON COUNTY DEED RECORDS; THENCE LEAVING THE EASTERLY LINE OF SAID PLAT NORTH 89°52'00" EAST, 233.81 FEET TO A POINT 30.00 FEET WEST OF THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN CONTRACT TO JOHN VITAS, ET UX, RECORDED NOVEMBER 21, 1974 IN BOOK 1001, PAGE 620 SAID DEED RECORDS; THENCE SOUTH 00°08'00" EAST PARALLEL WITH SAID EASTERLY LINE, 404.93 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN-SHERWOOD ROAD AS NOTED IN DOCUMENT NO. 90-014743 AND TO A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 3951.00 FEET; THENCE 239.60 FEET ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 3°28'28" (THE LONG CHORD OF WHICH BEARS SOUTH 77°17'21" WEST, 239.56 FEET) TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID PLAT; THENCE NORTH 00°08'00" WEST

EXHIBIT "A"
Legal Description

ALONG SAID SOUTHERLY EXTENSION AND THE EASTERLY LINE OF SAID PLAT, 344.60 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER WITH AN EASEMENT FOR PARKING AS CREATED BY THAT CERTAIN ACCESS EASEMENT (PARKING AREAS) BY AND BETWEEN TUALATIN INDUSTRIAL PARK, LLC, AN OREGON LIMITED LIABILITY COMPANY AND PACIFIC FOODS PROPERTIES, LLC, AN OREGON LIMITED LIABILITY COMPANY, RECORDED MARCH 31, 2016, AS INSTRUMENT NUMBER 2016-023916, RECORDS OF WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

28 FOOT EASEMENT- NORTHERLY PARCEL:

THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, INCLUDED WITHIN A STRIP OF LAND 28.00 FEET WIDE, THE SOUTHERLY SIDELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 89°44' WEST A DISTANCE OF 194.9 FEET TO AN IRON PIPE; THENCE SOUTH 624.3 FEET TO A POINT; THENCE WEST 533.6 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN RECORDER'S FEE NO. 78-33404, WASHINGTON COUNTY RECORDS; THENCE, ALONG THE WEST LINE THEREOF, SOUTH 375.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE EAST 233.80 FEET TO A POINT 30.00 FEET WEST OF THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN CONTRACT TO JOHN VITAS, ET UX, RECORDED NOVEMBER 21, 1974 IN BOOK 1001, PAGE 620, SAID DEED RECORDS;

THE SIDELINES OF SAID STRIP SHOULD BE PROLONGED OR SHORTENED SO AS TO BEGIN AT THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN RECORDER'S FEE NO. 78-33404, AND TO TERMINATE AT SAID LINE BEING 30.00 FEET WEST OF THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN CONTRACT TO JOHN VITAS, ET UX, RECORDED NOVEMBER 21, 1974, IN BOOK 1001, PAGE 620, SAID DEED RECORDS.

ALSO TOGETHER WITH AN EASEMENT FOR ACCESS AS CREATED BY THAT CERTAIN ACCESS EASEMENT (ROAD) BY AND BETWEEN TUALATIN INDUSTRIAL PARK, LLC, AN OREGON LIMITED LIABILITY COMPANY AND PACIFIC FOODS PROPERTIES, LLC, AN OREGON LIMITED LIABILITY COMPANY, RECORDED MARCH 31, 2016, AS INSTRUMENT NUMBER 2016-023915, RECORDS OF WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

30 FOOT ACCESS EASEMENT:

THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, INCLUDED WITHIN A STRIP OF LAND 30.00 FEET WIDE, THE WESTERLY SIDELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 89°44' WEST A DISTANCE OF 194.9 FEET TO AN IRON PIPE; THENCE SOUTH 624.3 FEET TO A POINT; THENCE WEST 533.6 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN RECORDER'S FEE NO. 78-33404, WASHINGTON COUNTY DEED RECORDS; THENCE, ALONG THE WEST LINE THEREOF, SOUTH 375.00 FEET; THENCE EAST 233.80 FEET TO A POINT 30.00 FEET WEST OF THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN CONTRACT TO JOHN VITAS, ET UX, RECORDED NOVEMBER 21, 1974, IN BOOK 1001, PAGE 620, SAID DEED RECORDS; THENCE NORTH, PARALLEL WITH SAID EAST LINE, 28.00 FEET TO THE TRUE POINT OF BEGINNING OF

EXHIBIT "A"

Legal Description

THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH, PARALLEL WITH SAID EAST LINE, 432.9 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE, OF SW TUALATIN-SHERWOOD ROAD (COUNTY ROAD NO. 492), SAID NORTHERLY LINE MORE PARTICULARLY DESCRIBED PER DEDICATION DEED GRANTED TO WASHINGTON COUNTY, RECORDED MARCH 27, 1990, FEE NO. 90-014743, SAID POINT BEING THE TERMINUS OF THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP SHOULD BE PROLONGED OR SHORTENED SO AS TO TERMINATE AT THE NORTHERLY LINE OF SAID DEDICATION DEED GRANTED TO WASHINGTON COUNTY, RECORDED MARCH 27, 1990, FEE NO. 90-014743.

PARCEL 6:

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON, AND STATE OF OREGON, BEING A PORTION OF LOTS 14 & 15 AND A PORTION OF SW CHESAPEAKE DRIVE (VACATED MAY 2, 1984, DOCUMENT NO. 84-016450), PREMIER INDUSTRIAL PARK, RECORDED IN BOOK 52, PAGES 41 & 42 OF PLATS, EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN DEED OF DEDICATION RECORDED MAY 13, 1999 AS DOCUMENT NO. 99-058695, ALTOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 14, WHICH POINT BEARS NORTH 00°00'40" EAST 52.51 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 14; THENCE NORTH 89°58'32" EAST ALONG A LINE PARALLEL WITH AND 52.51 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOTS 14 & 15, 6.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SW TETON AVENUE AS DESCRIBED IN SAID DOCUMENT NO. 99-058695 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00°00'40" EAST ALONG SAID EASTERLY LINE, 278.19 FEET TO A POINT ON THE SOUTHERLY LINE OF THE WETLAND AREA DESCRIBED IN DOCUMENT NO. 88-042751; THENCE SOUTH 78°14'59" EAST, 1.73 FEET TO THE CENTERLINE OF SAID VACATED CHESAPEAKE DRIVE; THENCE SOUTH 89°59'08" EAST ALONG SAID CENTERLINE, 67.36 FEET TO THE SOUTHERLY LINE OF SAID WETLAND AREA; THENCE NORTH 71°13'24" EAST ALONG SAID SOUTHERLY LINE, 69.22 FEET; THENCE SOUTH 60°06'20" EAST ALONG SAID SOUTHERLY LINE, 44.75 FEET TO SAID CENTERLINE; THENCE SOUTH 89°59'08" EAST ALONG SAID CENTERLINE, 17.61 FEET; THENCE SOUTH 00°00'40" WEST PARALLEL WITH THE WESTERLY LINE OF SAID LOT 14, 10.12 FEET TO THE SOUTHERLY LINE OF SAID WETLAND AREA; THENCE SOUTH 60°06'20" EAST ALONG SAID SOUTHERLY LINE, 39.91 FEET TO THE NORTHERLY LINE OF LOT 15 OF SAID PLAT; THENCE SOUTH 43°08'53" EAST ALONG THE SOUTHERLY LINE OF SAID WETLAND AREA, 288.14 FEET TO THE EASTERLY LINE OF SAID LOT 15; THENCE SOUTH 00°01'13" WEST ALONG SAID EASTERLY LINE, 37.38 FEET TO A LINE PARALLEL WITH AND 52.51 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOTS 14 & 15; THENCE SOUTH 89°58'32" WEST ALONG SAID LINE, 255.54 FEET; THENCE SOUTH 00°01'28" EAST, 9.17 FEET; THENCE SOUTH 89°58'32" WEST, 34.30 FEET; THENCE NORTH 00°01'28" WEST, 10.00 FEET; THENCE SOUTH 89°58'32" WEST, 30.50 FEET; THENCE NORTH 00°01'28" WEST, 9.17 FEET TO A LINE PARALLEL WITH AND 52.51 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOTS 14 & 15; THENCE SOUTH 89°58'32" WEST ALONG SAID LINE, 102.35 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

PARCEL 7:

EASEMENT RIGHTS, INCLUDING THE TERMS AND PROVISIONS THEREOF, AS SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT (ROAD/INGRESS AND EGRESS AND ENCROACHMENT) RECORDED AUGUST 12, 2019, AS RECORDING NO. 2019-053164, OFFICIAL RECORDS OF WASHINGTON COUNTY, OREGON.

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. Any 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 which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, which are 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 and not shown by the Public Records. 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, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Unpaid Property Taxes are as follows:
 Fiscal Year: 2021-2022
 Amount: \$780.03, plus interest if any

 Fiscal Year: 2020-2021
 Amount: \$836.98, plus interest if any

 Fiscal Year: 2019-2020
 Amount: \$909.35, plus interest if any

 Fiscal Year: 2018-2019
 Amount: \$942.71, plus interest if any
 Levy Code: 023.76
Account No.: [R2166760](#)
 Map No.: 2S123CA-01200
 (Affects Machinery and/or Equipment located on Parcel 2)

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.

7. City Liens, if any, in favor of the City of Tualatin. None found as of February 1, 2022.

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

Granted to: The City of Tualatin
Purpose: Fire protection meter vault
Recording Date: August 5, 1976
Recording No: [Book 1103, Page 107](#)
Affects: Parcel 5

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: Public and private utilities
Affects: East 5 feet of Lot 15, Premier Industrial Park

As amended by Ordinance No. 873-92

Recording Date: July 16, 1992
[Recording No.: 92-048879](#)
Affects: Parcel 6

10. Easement Agreement, including the terms and provisions thereof,

Executed by: John K. Vitas and Dorothy Vitas, husband and wife and Oregon Parks Foundation Inc.
Recording Date: June 4, 1981
[Recording No.: 81-019067](#)
Affects: Parcel 5

11. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 27, 1981
[Recording No.: 81-002973](#)
Affects: Parcel 6

Assignment and Assumption of Declarant Rights and Supplemental Declaration, including the terms and provisions thereof

Recording Date: July 31, 1996
[Recording No.: 96-068342](#)

Supplement Declaration disclosed by instrument

Recording Date: July 31, 1996
[Recording No.: 96-068343](#)

12. Conditions and restrictions as established by the City of Tualatin:

Purpose: Wetlands protection
Ordinance No. / File No.: 1294-83
Recording Date: October 17, 1983
[Recording No.: 83-038274](#)
Affects: Parcels 1, 3 and 6

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: November 18, 1983
[Recording No: 83-042751](#)

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: June 29, 1984
[Recording No: 84-025190](#)

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: July 10, 1984
[Recording No: 84-026641](#)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose:

40 foot wetlands setback (Affects Parcel 3)
10 foot private storm drainage easement (Affects Parcels 2 and, 4)
6 foot typical utility easement contiguous to all street right-of-way lines (Affects Parcels 2, 3 and 4)
25 foot utility easement (Affects Parcel 3)
Typical mutual easement for ingress and egress and utilities, private easements (Affects Parcels 2 and 4)

As modified as to Parcel 3 (Lots 3 and 4) by release and reconveyance of easements recorded December 23, 1992, Fee No. 92-092078.

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

Entitled: Easement
In favor of: City of Tualatin and owner of adjoining property
Purpose: Slope
Recording Date: May 12, 1987
[Recording No: 87-024142](#)
Affects: Parcel 1

15. Agreement for Interim Access, including the terms and provisions thereof,

Executed by: John K. Vitas and Dorothy Vitas, husband and wife, and City of Tualatin
Recording Date: July 17, 1989
[Recording No.: 89-032134](#)
Affects: Parcel 5

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

Granted to: City of Tualatin
Purpose: Water line
Recording Date: October 5, 1990
[Recording No: 90-055456](#)
Affects: 10 foot wide strip through the Northerly portion of Parcel 6.

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

Entitled: Easement
In favor of: City of Tualatin
Purpose: Conservation
Recording Date: August 19, 1992
[Recording No: 92-057579](#)
Affects: Parcel 1

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

Granted to: City of Tualatin
Purpose: Public Utilities
Recording Date: July 9, 1996
[Recording No: 96-061503](#)
Affects: Parcel 1

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

Entitled: Easement
In favor of: Owners of adjoining property
Purpose: Storm water
Recording Date: October 25, 1999
[Recording No: 99-120037](#)
Affects: Parcel 1

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

Granted to: Tualatin Industrial Park, LLC, an Oregon limited liability company
Purpose: Vehicular and pedestrian access and the installation or replacement of underground utilities
or cables
Recording Date: March 31, 2016
[Recording No: 2016-023916](#)
Affects: Parcel 5

21. Terms, conditions and provisions, including, but not limited to maintenance, as set forth in that certain Access Easement (Road)

Recording Date: March 31, 2016
[Recording No.: 2016-023915](#)
Affects: Parcel 5

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

Granted to: Clean Water Services
 Purpose: Water quality preservation and storm and surface water drainage
 Recording Date: October 23, 2017
Recording No: [2017-083732](#)
 Affects: Variable widths through the Northerly portion of Parcel 6, as described in said document.

23. Easement Agreement (Road/Ingress and Egress and Encroachment)

Executed by: Baker Group Northwest, LLC; Pacific Foods Properties, LLC; and Elsinore Development Group, LLC
 Recording Date: August 12, 2019
Recording No.: [2019-053164](#)
 Affects: Parcels 1 and 6

24. Easement Agreement (Road/Ingress and Egress and Encroachment)

Executed by: Baker Group Northwest, LLC and Pacific Foods Properties, LLC
 Recording Date: August 12, 2019
Recording No.: [2019-053165](#)
 Affects: Parcel 1

25. A Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below,

Amount: \$12,500,000.00
 Dated: August 21, 2019
 Trustor/Grantor: Tualatin Industrial Investors LLC, an Oregon limited liability company
 Trustee: Fidelity National Title Company of Oregon
 Beneficiary: John Hancock Life Insurance Company (USA)
 Loan No.: 527751:51
 Recording Date: August 21, 2019
Recording No: [2019-055986](#)

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

Amount: \$12,500,000.00
 Assigned to: John Hancock Life Insurance Company (U.S.A.)
 Assigned By: Tualatin Industrial Investors LLC
 Recording Date: August 21, 2019
Recording No: [2019-055987](#)

27. The rights of the tenants under the following lease, as tenants only, with no options, rights of first refusal, or any other rights to purchase any portion of the property:

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the unrecorded Subordination, Non-Disturbance and Attornment Agreement

Lessor: Tualatin Industrial Investors LLC
Lessee: Pacific Foods of Oregon, LLC
Affects: Parcels 1, 2, 3, 4 and 5

28. The rights of the tenants under the following lease, as tenants only, with no options, rights of first refusal, or any other rights to purchase any portion of the property:

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the unrecorded Subordination, Non-Disturbance and Attornment Agreement

Lessor: Tualatin Industrial Investors LLC
Lessee: Pacific Foods of Oregon, LLC
Affects: Parcel 6

29. Private Stormwater Facilities Agreement, including the terms and provisions thereof

By and Between: City of Tualatin, a municipal corporation of the State of Oregon AND Pacific Foods Properties
Recording Date: January 10, 2022
[Recording No.: 2022-002140](#)

30. Private Stormwater Facilities Agreement, including the terms and provisions thereof

By and Between: City of Tualatin, a municipal corporation of the State of Oregon AND Pacific Foods Properties
Recording Date: January 10, 2022
[Recording No.: 2022-002141](#)

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

32. The Company has on file a copy of the Operating Agreement for Tualatin Industrial Investors LLC, an Oregon limited liability company, dated August 13, 2019. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

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

33. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

34. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

35. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

36. Any encroachment (of existing improvements located on the subject Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject Land.

The Company will require a survey of the Land by a professional surveyor, and this exception may be eliminated or limited as a result thereof.

ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year: 2021-2022
 Amount: \$84,536.87
 Levy Code: 023.76
Account No.: [R531865](#)
 Map No.: 2S123CB-00100
 (Affects Parcel 1)

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.

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

Fiscal Year: 2021-2022
 Amount: \$5,166.16
 Levy Code: 023.76
Account No.: [R2212717](#)
 Map No.: 2S123CB-00100
 (Affects Machinery and/or Equipment located on Parcel 1)

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

Fiscal Year: 2021-2022
 Amount: \$29,647.09
 Levy Code: 023.76
Account No.: [R1429840](#)
 Map No.: 2S123CA-01200
 (Affects Parcel 2)

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.

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

Fiscal Year: 2021-2022
 Amount: \$831,820.01
 Levy Code: 023.76
Account No.: [R2002183](#)
 Map No.: 2S123CA-01200
 (Affects Machinery and/or Equipment located on Parcel 2)

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.

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

Fiscal Year: 2021-2022
 Amount: \$152,572.48
 Levy Code: 023.76
Account No.: [R2206228](#)
 Map No.: 2S123CA-01200
 (Affects Machinery and/or Equipment located on Parcel 2)

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.

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

Fiscal Year: 2021-2022
 Amount: \$3,053.47
 Levy Code: 023.76
Account No.: [R2052711](#)
 Map No.: 2S123CA-01200
 (Affects Machinery and/or Equipment located on Parcel 2)

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.

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

Fiscal Year: 2021-2022
 Amount: \$27,003.68
 Levy Code: 023.76
Account No.: [R1429877](#)
 Map No.: 2S123CA-01500
 (Affects Parcel 3)

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.

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

Fiscal Year: 2021-2022
 Amount: \$24,291.14
 Levy Code: 023.76
Account No.: [R1429902](#)
 Map No.: 2S123CA-01800
 (Affects Parcel 4)

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.

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

Fiscal Year: 2021-2022
 Amount: \$29,030.39
 Levy Code: 023.76
Account No.: [R531801](#)
 Map No.: 2S123CA-00900
 (Affects Parcel 5)

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.

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

Fiscal Year: 2021-2022
 Amount: \$25,499.47
 Levy Code: 023.76
Account No.: [R1013628](#)
 Map No.: 2S123CB-00900
 (Affects Parcel 6)

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.

K. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

L. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Condor Cold Storage LLC, a California limited liability company

A search of the Oregon Secretary of State Corporation Division discloses no record of Condor Cold Storage, LLC, a California limited liability company as of February 1, 2022.

M. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- N. Washington County imposes a transfer tax of \$1.00 per \$1,000 (or fraction thereof) of the selling price in a real estate transfer, unless the county approves an exemption application. Exemption criteria and applications are available at the county's website, see:
<http://www.co.washington.or.us/AssessmentTaxation/Recording/TransferTaxExemption/index.cfm>.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- T. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS
- | | |
|--|--|
| Fiscal Year: | July 1 st through June 30 th |
| Taxes become a lien on real property, but are not yet payable: | July 1 st |
| Taxes become certified and payable (approximately on this date): | October 15 th |
| First one third payment of taxes is due: | November 15 th |
| Second one third payment of taxes is due: | February 15 th |
| Final payment of taxes is due: | May 15 th |
- Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
 If the full amount of the taxes are paid by November 15th, a 3% discount will apply.
- Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

U. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Multnomah	\$86.00	\$5.00
Washington	\$81.00	\$5.00
Clackamas	\$93.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document which is recorded electronically.

Note: Please send any documents for recording to the following address:

Portland Title Group
Attn: Recorder
1433 SW 6th Ave.
Portland, OR. 97201

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- 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.
- 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.
- 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.
- 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.
- 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.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- 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.
- 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.
- 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.
- 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.
- 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.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer