



Neighborhood/Developer Meeting Notice

October 29, 2025

Dear Property Owner,

You are cordially invited to attend a meeting on **Tuesday, November 18th, 2025, at 6:00 PM** at the Juanita Pohl Center. This meeting is being held to discuss a Type II partition application to divide an existing lot to create two separate parcels. The project is located at 19000 SW 124th Avenue in Tualatin, OR.

The Juanita Pohl Center is located at 8513 SW Tualatin Road, Tualatin, OR 97062.

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

Regards,

Jessica Bruce

Jessica Bruce, Project Administrator
AHBL on behalf of Panattoni Development

JBruce@ahbl.com or 253-383-2422

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

TACOMA

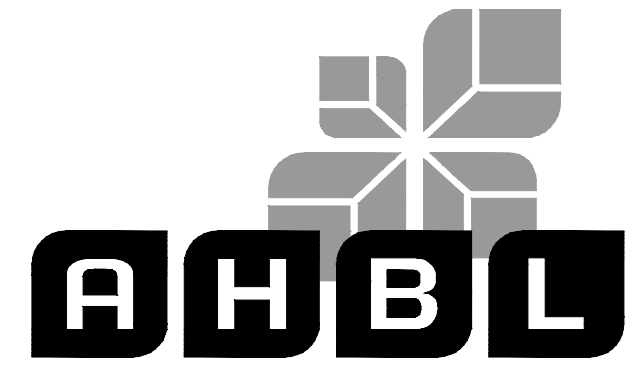
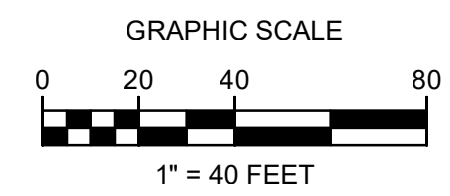
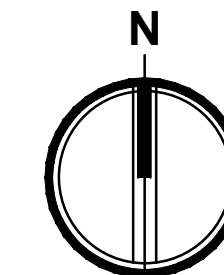
2215 North 30th Street
Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

www.ahbl.com



124TH COMMERCE CENTER

A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SEC. 27, TWN. 2 S., RGE. 1 W., W.M.,
CITY OF TUALATIN, OREGON.



TACOMA • SEATTLE • SPOKANE • TRI-CITIES
2215 North 30th Street, Suite 300 Tacoma, WA 98403
253.383.2422 TEL 253.383.2572 FAX www.ahbl.com WEB

Project Title:
124TH COMMERCE CENTER

Client:
PANATTONI DEVELOPMENT COMPANY, LLC

1201 PACIFIC AVENUE, SUITE 1700
TACOMA, WA 98402
CONTACT: BRENDA FODGE

Project No.
2250125.10

Issue Set & Date:

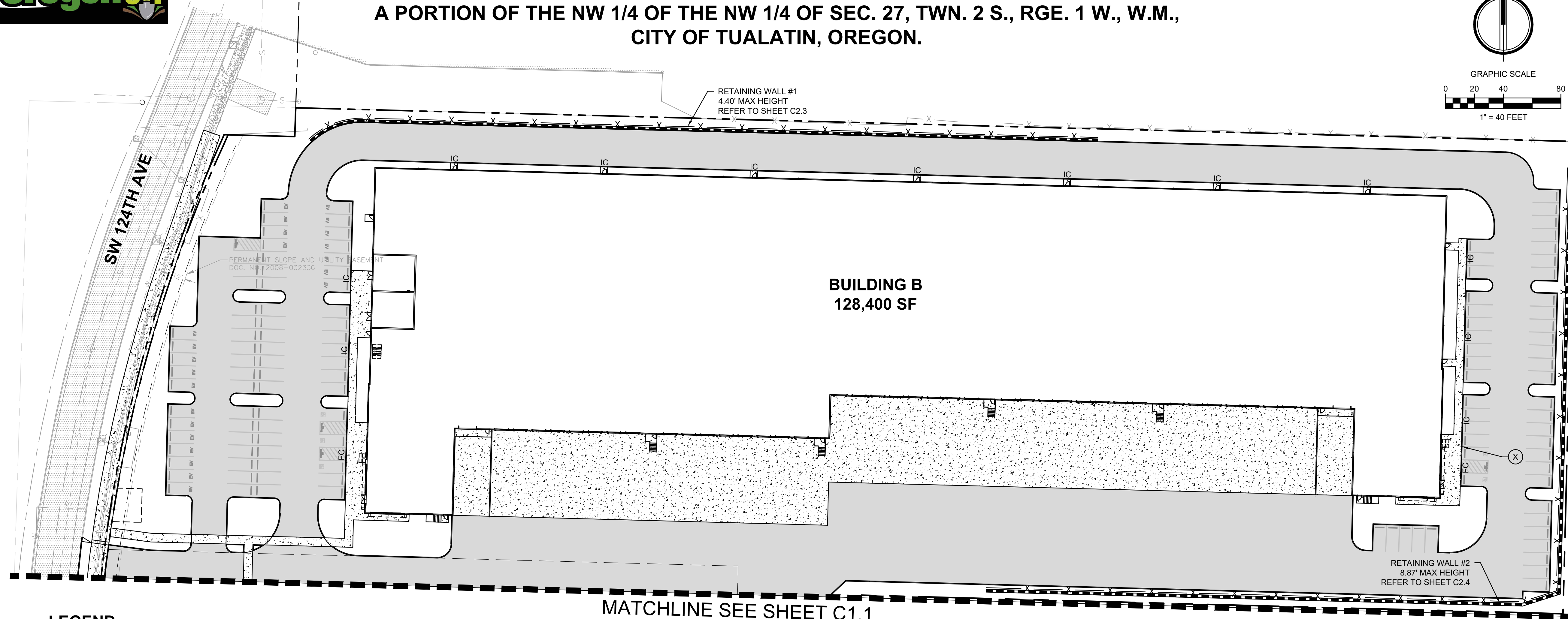
FINAL DESIGN PERMIT SET

10/16/2025



EXPIRATION DATE: 12/31/2025

NOTICE
ALTERATION OF THIS DOCUMENT SHALL INVALIDATE THE PROFESSIONAL SEAL AND SIGNATURE. REPRODUCTION OF THIS DOCUMENT DOES NOT DEROGATE FROM RESERVED OWNERSHIP RIGHTS IN IT. THIS DOCUMENT IS FOR THE ONLY FOR THE PROJECT IDENTIFIED IN THE TITLE BLOCK AND IS NOT TO BE USED FOR REPAIR, REUSE, OR ADDITION TO THAT PROJECT OR FOR ANY OTHER PROJECT.



LEGEND

CEMENT CONCRETE PAVEMENT		3 C1.2
HEAVY DUTY CONCRETE PAVEMENT		6 C1.2
STANDARD DUTY ASPHALT PAVEMENT		7 C1.2
HEAVY DUTY ASPHALT PAVEMENT		7 C1.2
VERTICAL CURB	VC	4 C1.2
EXTRUDED CURB	EC	9 C1.2
INTEGRAL CURB	IC	5 C1.2
FLUSH CURB	FC	5 C1.2
NO CURB	NC	
CURB AND GUTTER	CG	2 C1.3
CHANGE IN CURB TYPE		
PRECAST WHEELSTOP		8 C1.2
RETAINING WALL		
POND		
FENCE		

NOTES

- REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL SITE FEATURES AND CONTROL NOT SHOWN.
- REFER TO LANDSCAPE ARCHITECTURAL PLANS FOR PLANTING AND IRRIGATION IMPROVEMENTS.

△	_____
△	_____
△	_____
△	_____

Revisions:

Sheet Title:
HORIZONTAL CONTROL AND SURFACING PLAN

Designed by: GG/CP Drawn by: TS/GG/CP Checked by: BB/TW

Sheet No.

C1.0

3 of 25 Sheets

PROJECT MEMO



TO: Madeleine Nelson
City of Tualatin

DATE: December 9, 2025

FROM: Jessica Bruce
Tacoma - (253) 383-2422

PROJECT NO.: 2250125.10

PROJECT NAME: 124th Commerce Center

SUBJECT: Summary of Contact with CIO

All city-recognized Citizen Involvement Organizations (CIOs) were notified of the 124th Commerce Center proposed Partition prior to submittal of the application. Notification was emailed to all 47 members, including the project description of a Type II partition application to divide an existing lot to create to separate parcels. Emails were sent on 10-29-25 and 12-5-2025 to the members listed on the CIO Contact List received from the City of Tualatin. No responses were received.

CERTIFICATION OF SIGN POSTING



The image shows a template for a sign. At the top is an orange banner with a white icon of a person and the text "NOTICE of Meeting". Below this is the text "Meeting Date & Time:" followed by a light blue rectangular box. Underneath is the text "LOCATION:" followed by another light blue rectangular box. At the bottom, the text "FOR MORE INFORMATION" is followed by a white rectangular box with a dashed border.

In addition to the requirements of TDC32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. A template of this sign is available at:
<https://www.tualatinoregon.gov/planning/neighborhooddeveloper-meeting-information-packet>

As the applicant for the 124th Commerce Center partition project, I hereby certify that on this day, one 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: Jessica Bruce

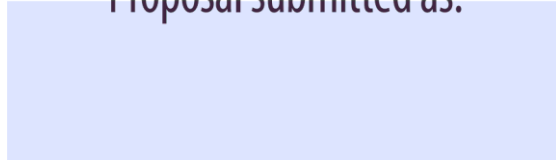
Applicant's Signature: Jessica Bruce
(Please Print)
Digitally signed by Jessica Bruce
DN: C=US, E=jbruce@ahbl.com, O=AHBL,
OU=Project Administrator, CN=Jessica Bruce
Date: 2025.10.29 09:23:26-07'00'

Date: October 28, 2025

CERTIFICATION OF SIGN POSTING



Proposal submitted as:



FOR MORE INFORMATION:
TUALATIN.GOV/PROJECTS

Signs must adhere to the requirements of TDC 32.150.

As the applicant for the 124th Commerce Center partition project, I hereby certify that on this day, one 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: Jessica Bruce for AHBL

(Please Print)

Applicant's Signature: _____

Date: March 13, 2026

PROJECT MEMO



TO: Madeleine Nelson
City of Tualatin

DATE: December 9, 2025

FROM: Jessica Bruce
Tacoma - (253) 383-2422

PROJECT NO.: 2250125.10

PROJECT NAME: 124th Commerce Center

SUBJECT: Summary of Contact with CIO

All city-recognized Citizen Involvement Organizations (CIOs) were notified of the 124th Commerce Center proposed Partition prior to submittal of the application. Notification was emailed to all 47 members, including the project description of a Type II partition application to divide an existing lot to create to separate parcels. Emails were sent on 10-29-25 and 12-5-2025 to the members listed on the CIO Contact List received from the City of Tualatin. No responses were received.



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services	Escrow Officer Name: Melissa Cohen Escrow Officer Number: (503)853-9786
Issuing Office: 200 SW Market Street, Suite 250, Portland, OR 97201	Escrow Officer Email: mecohen@firstam.com
Issuing Office's ALTA® Registry ID: 1153372	Escrow Assistant Name: Cori Wiggins
Commitment Number: NCS-1254189-OR1	Escrow Assistant Number: (503)795-7619
Issuing Office File Number: NCS-1254189-OR1	Escrow Assistant Email: X_cwiggins@firstam.com
Property Address: 19000 Southwest 124th Avenue, Tualatin, OR 97062	Title Officer Name: Steve Manome
Revision Number: 02 - Adding PLA 23-0003 Information	Title Officer Number: (503)219-8742 Title Officer Email: smanome@firstam.com

SCHEDULE A

1. Commitment Date: September 17, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: PDC Seattle LPIV BB/TH, LLC, a Delaware limited liability company
Proposed Amount of Insurance: \$9,000,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
 - c. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

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

Tualatin 124, LLC, an Oregon limited liability company

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



Commitment No. NCS-1254189-OR1

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If a proposed mortgage or deed of trust will secure, in whole or in part, construction advances, in order to consider providing coverage against statutory liens for services, labor, or materials arising from construction of improvements or work related to the Land, the Company will require:
 1. Project budget, including hard costs, soft costs, equity contributions, and sources and uses.
 2. An indemnity agreement on a form to be provided, and executed by indemnitor(s) approved, by the Company.
 3. Direct contract(s) with any general contractor(s), including projected schedule for completion of construction.
 4. Draft loan agreement detailing construction advance disbursement controls (or separate disbursement agreement, if applicable) and guaranty/ees.
 5. An appraisal, if lender has required one.

Upon receipt and review of the foregoing, the Company reserves the right to require additional documentation. The cost for construction lien coverage will vary depending on if we issue up front coverage or incremental coverage:

1. Full upfront coverage - the cost is \$2.50 per thousand of the loan amount in addition to the title insurance policy fee.
2. Incremental coverage - the cost is \$1 per thousand of the loan amount in addition to the title insurance policy fee.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



Commitment No. NCS-1254189-OR1

SCHEDULE B, PART II—Exceptions

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

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the 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.
5. 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



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

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

- A. Survey or alternative acceptable to the Company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the Land. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. Water rights, claims to water or title to water, whether or not such rights are a matter of Public Record.
8. Rights of the public in and to that portion of the Land lying within the limits of roads, streets and highways.
9. An easement as disclosed by Resolution No. 1721-85, including the terms and provisions thereof.
Recorded: December 19, 1985, as Fee No. 85050135
For: Sanitary Sewer
Affects: The Westerly portion
10. Easement, including terms and provisions contained therein:
Recording Information: April 10, 2008 as Fee No. 2008 032337
In Favor of: City of Tualatin (the "CITY"), its successors in interest and assigns
For: Slope and Public Utilities
11. Evidence of the authority of the individual(s) to execute the forthcoming document for Tualatin 124, LLC, an Oregon limited liability company, copies of the current operating agreement should be submitted prior to closing.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



12. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
13. Unrecorded leases or periodic tenancies, if any.
14. An easement for Slope and public utility and incidental purposes, recorded November 1, 2007 as Fee No. 2007 115254 of Official Records.
In Favor of: Washington County
Affects: as described therein
15. An easement for Water quality and mitigation and incidental purposes, recorded November 1, 2007 as Fee No. 2007 115255 of Official Records.
In Favor of: Washington County
Affects: as described therein
16. Future Water Quality Facility as disclosed by Deed of Dedication recorded April 23, 2009 as Fee No. 2009 034874.
17. An easement for Access and incidental purposes, recorded April 23, 2009 as Fee No. 2009 034875 of Official Records.
In Favor of: The City of Tualatin
Affects: as described therein
18. Conditions, restrictions and charges contained and/or imposed by Resolution No. 5023-11, a copy of which was recorded November 2, 2011 as Fee No. 2011 077061.

-END OF EXCEPTIONS-

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



INFORMATIONAL NOTES

NOTE: Evidence of the authority of the individual(s) to execute the forthcoming document for PDC Seattle LPIV BB/TH, LLC, a Delaware limited liability company, copies of the current operating agreement should be submitted prior to closing.

NOTE: The Oregon Corporation Division has no active record of PDC Seattle LPIV BB/TH, LLC, a Delaware limited liability company.

NOTE: This report does not include a search for Financing Statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and book.

NOTE: Washington County Ordinance No. 267, filed August 5, 1982 in Washington County, Oregon, imposes a tax of \$1.00 per thousand or fraction thereof on the transfer of real property located within Washington County.

NOTE: Taxes for the year 2024-2025, paid in full.

Tax Amount:	\$8,928.28
Code No.:	088.50
Map & Tax Lot No.	2S127BB00100
Property ID/Key No.	R546653

(Affects a portion)

NOTE: Taxes for the year 2024-2025, paid in full.

Tax Amount:	\$27,711.91
Code No.:	088.50
Map & Tax Lot No.	2S127BB00200
Property ID/Key No.	R546662

(Affects a portion)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



Commitment No. NCS-1254189-OR1

EXHIBIT A

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

A tract of land created through approved Property Line Adjustment PLA23-0003, by the City of Tualatin being all of that certain tract of land described in Statutory Warranty Deed to Tualatin 124, LLC recorded as Document No. 2019-001637, together with a portion of that tract of land described as Parcel II in Statutory Warranty Deed to Tualatin 124, LLC recorded as Document No. 2019-062466, Washington County Deed Records, in the Northwest ¼ of Section 27, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon, said Property Line Adjustment tract of land being more particularly described as follows:

Commencing at the Northwest corner of said Section 27; thence along the North line of said Section 27, South 88°30'10" East, 185.00 feet to a point on the Easterly right-of-way line of SW 124th Ave (variable width), being the most Northerly, Northwest corner of the land described in said Document No. 2019-001637 and also being the True Point of Beginning of the herein described tract of land;

Thence along the Northerly line of said Document No. 2019-001637, being also the North line of said Section 27, South 88°30'10" East, 1137.15 feet to the Northwest corner of Franklin Business Park No. 6, a duly recorded Subdivision Plat in said County;

Thence along the Westerly line of said Franklin Business Park No. 6 and along the Westerly line of that certain tract of land described in Special Warranty Deed to Lu Pacific Building #2, LLC recorded as Document No. 2020-019057, said Deed Records, South 01°49'04" West, 837.19 feet;

Thence leaving said Westerly line, North 88°13'26" West, 1267.04 feet to Easterly right-of-way line of SW 124th Avenue (54.50 feet from centerline) per Dedication Deed recorded as Document No. 2007-115253, said Deed Records;

Thence along said right-of-way line North 01°46'34" East, 400.00 feet to a point opposite Engineer's Centerline Station 41+88.00 per said Dedication Deed; thence South 88°13'26" East, 2.50 feet; thence North 01°46'34" East, 23.35 feet to the beginning of a 993.00-foot radius curve to the right, opposite Engineer's Centerline Station PC 42+11.35 (57.00 feet from centerline);

Thence along the arc of said curve, 395.53 feet through a central angle of 22°49'18" (the long chord bears North 13°11'13" East, 392.92 feet) to the beginning of a 1107.00-foot radius reverse curve opposite Engineer's Centerline Station PRC 46+29.58 (57.00 feet from centerline);

Thence along the arc of said curve, 3.16 feet through a central angle of 00°09'49" (the long chord bears North 24°30'58" East, 3.16 feet to the most Westerly, Northwest corner of said Document no. 2019-001637;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



Thence along the Northerly line thereof, South 88°30'10" East, 49.12 feet to an angle point; thence North 01°29'50" East, 20.00 feet to the true point of beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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



- oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

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