



## SCHEDULE A

Name and Address of Title Insurance Company: **WFG National Title Insurance Company**  
**12909 SW 68th Pkwy., Suite 350, Portland, OR 97223**

File No.: **23-181855** Policy No.: **3155441-7203204**

Amount of Insurance: **\$12,547,022.00** Premium: **\$29,393.00**

Address Reference: **15.15 Acres SW Leveton Drive, Tualatin, OR 97062**

Date of Policy: **December 15, 2023 at 11:55 a.m.**

1. Name of Insured:

**Lam Research Corporation, a Delaware corporation**

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

**Fee Simple**

3. Title is vested in:

**Lam Research Corporation, a Delaware corporation**

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

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain real property in the County of Washington, State of Oregon, described as follows:

A tract of land created by Property Line Adjustment Deed recorded October 22, 2019 as Recording No. 2019-075308, in Parcels 1 and 2 of PARTITION PLAT NO. 2010-009, Washington County Plat Records, in the NW One-Quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, Washington County, Oregon, more particularly described as follows:

Parcel 1 of said PARTITION PLAT NO. 2010-009, IN ADDITION THERETO the following described tract:

Beginning at the westerly corner common to Parcels 1 and 2 of PARTITION PLAT NO. 2010-009, thence along the line common to said Parcels 1 and 2, South 89°55'48" East 230.19 feet; thence leaving said common line, South 00°01'11" West 20.00 feet; thence North 89°56'22" West 230.21 feet to a point on the westerly line of Parcel 2; thence along said westerly line North 00°03'39" East 20.04 feet to the Point of Beginning.

AND EXCEPTING THEREFROM the following described tract:

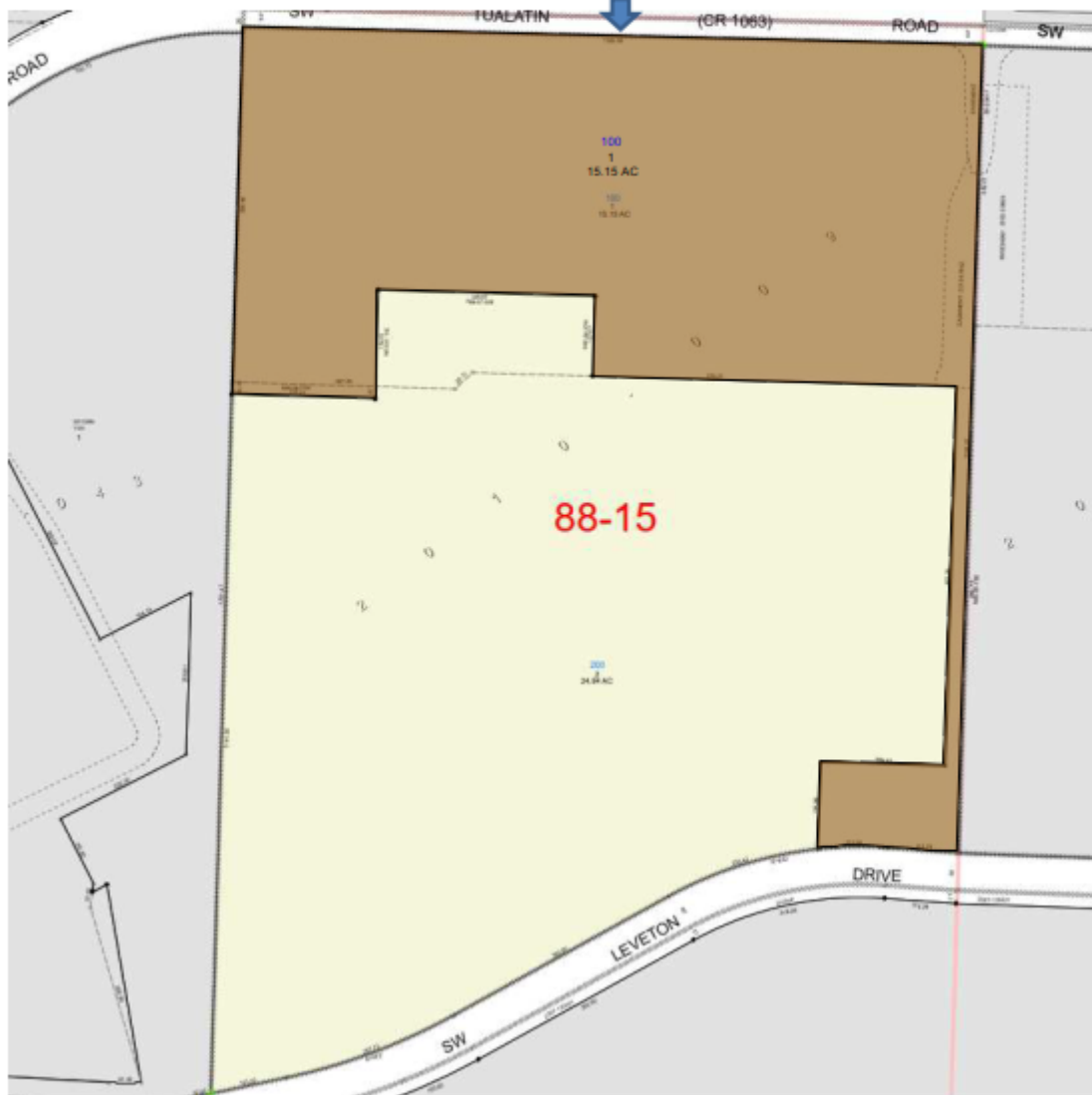
Commencing at the westerly corner common to Parcels 1 and 2 of PARTITION PLAT NO. 2010-009, thence along the line common to said Parcels 1 and 2, South 89°55'48" East, 230.19 feet to the True Point of Beginning of the herein described tract; thence leaving said common line, North 00°01'11" East 154.33 feet; thence South 89°57'38" East 346.67 feet; thence South 00°04'07" West 127.48 feet to a point on the line common to said Parcels 1 and 2; thence along said common line, North 89°56'21" West 192.49 feet to an angle point therein; thence South 45°03'39" West 38.17 feet to an angle point; thence continuing along said common line, North 89°55'48" West 127.06 feet to the True Point of Beginning.



WFG National Title  
Title Department  
12909 SW 68th Pkwy #350  
Portland, OR 97223  
Phone: 503.431.8500  
Fax 503.684.2978



Assessor Property ID / Assessor Map & Tax Lot No.  
**PARCEL R2171143 / 2S122BA00100**  
**no situs, Tualatin, OR 97062**



*This map is a copy of public record and is provided solely for informational purposes. WFG National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements.*

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

File No.: **23-181855**

Policy No: **3155441-7203204**

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

1. Easement, including the terms and provisions thereof:  
For : Slope purposes  
Granted to : City of Tualatin  
Recorded : January 23, 1989  
Recording No. : [89-03228](#)  
Affects : a portion of the premises herein
2. Cross Easement Agreement, including the terms and provisions thereof:  
Regarding : Private roadway  
Between : First Interstate Bank of Oregon, N.A. as personal representative  
of the estate of William Leveton (adjacent property)  
And : JAE Oregon, Inc. (subject property)  
Recorded : May 5, 1989  
Recording No. : [89020417](#)  
Affects : a portion of the premises herein

As amended or modified by Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

- |               |   |  |
|---------------|---|--|
| Between       | : | LAM Research Corporation, a Delaware corporation |
| And           | : | JAE Oregon, Inc., an Oregon corporation          |
| Dated         | : | December 15, 2023                                |
| Recorded      | : | December 15, 2023                                |
| Recording No. | : | 2023-051646                                      |
3. Easement, including the terms and provisions thereof:  
For : Pedestrian use, trees, landscaping and sidewalk  
Granted to : City of Tualatin  
Recorded : August 12, 1999  
Recording No. : [99094538](#)  
Affects : a portion of the premises herein
  4. Conditions and Restrictions as shown on Partition Plat No. 2010-009:  
Recorded : March 9, 2010  
Recording No. : [2010-018382](#)

5. Grant and Reservation of Reciprocal Easements, including the terms and provisions thereof:

Regarding : Access  
By : JAE Oregon, Inc.  
Recorded : May 18, 2010  
Recording No. : [2010-037842](#)  
Affects : a portion of the premises herein

As amended or modified by Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

Between : LAM Research Corporation, a Delaware corporation  
And : JAE Oregon, Inc., an Oregon corporation  
Dated : December 15, 2023  
Recorded : December 15, 2023  
Recording No. : [2023-051646](#)

6. Matters as disclosed by [ALTA/NSPS Survey](#) by Clinton H. Stubbs Jr., Northwest Surveying Inc., dated July 28, 2022 and last revised December 13, 2023 as Job No. 1344 as follows:

1. An underground 4" gas line mapped per the underground utility locates is located along the northeasterly portion of the surveyed property and possibly serves the building on Parcel 2. No easement for this utility was included in the documents provided to the Surveyor (see sheets 2, 4 and 5)
2. A water vault, fire department connection and an underground water line mapped per the underground utility locates is located along the northeasterly portion of the surveyed property and possibly serves the building on Parcel 2. No easement for this utility was included in the documents provided to the Surveyor. (see sheet 5)
3. Curb and asphalt with 3 striped parking spaces extend outside the maneuvering easement up to 21.5 feet, as shown. And easement granting this use was not included in the documents provided to the Surveyor. (see sheet 4 and 5)
4. Curb and asphalt extend onto the surveyed property up to 32.2 feet, as shown. An easement granting this use was not included in the documents provided to the Surveyor. (see sheet 4)
5. A storm line extends onto the surveyed property up to 25 feet, as shown. An easement granting this use was not included in the documents provided to the Surveyor. (see sheets 4 and 5)
6. A storm catch basin and a portion of a waterline, marked per utility locates, extend onto the surveyed property near the southeast corner, as shown. An easement granting this use was not included in the documents provided to the Surveyor. (see sheet 6)

7. Easement, including the terms and provisions thereof:

For : Existing utilities as defined in the document  
Granted to : JAE Oregon, Inc., an Oregon corporation  
Dated : December 15, 2023  
Recorded : December 15, 2023  
Recording No. : [2023-051647](#)  
Affects : a portion of the premises herein

**END OF SCHEDULE B**



**OWNER'S POLICY OF TITLE INSURANCE**  
Issued by  
**WFG NATIONAL TITLE INSURANCE COMPANY**  
**POLICY NUMBER: 3155441-7203204**

**ALTA Owner's Policy (06-17-06)**

**OTIRO No. PO-04**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**


**COVERED RISKS**

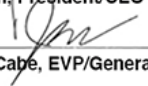
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

**In Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (iii) the occupancy, use, or enjoyment of the Land;
  - (iv) the character, dimensions, or location of any improvement erected on the Land;
  - (v) the subdivision of land; or
  - (vi) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (c) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (d) 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;
  - (e) resulting in no loss or damage to the Insured Claimant;
  - (f) 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
  - (g) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (h) a fraudulent conveyance or fraudulent transfer; or
  - (i) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin,
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity,
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### **4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### **5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure

reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION** Intentionally Deleted

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## **16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## **17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## **18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: [claims@wfgnationaltitle.com](mailto:claims@wfgnationaltitle.com).



## Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG’s primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver’s license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’.

### **What Information is Shared?**

**WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.**

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete current and future transactions.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners’ association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

#### **How does WFG use your Information?**

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

## **How Do We Store and Protect Your Personal Information?**

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

## **How Long Do We Keep Your Personal Information?**

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

## **Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

## **Links to Third Party Sites**

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.



## **Do Not Track**

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities ("Do Not Track"), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

## **Social Media Integration**

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button, or the Google+, that particular social network's plug-in will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

## **How Can You "Opt-Out?"**

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

## **The "Legal" Notices**

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

**Privacy Notice for California Residents** - <https://national.wfgnationaltitle.com/privacy-notice-california>

**Privacy Notice for Oregon Residents** - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

## **How to Contact Us**

If you have any questions about WFG's privacy notice or how we protect your information, please contact WFG:

- By email: [Consumerprivacy@willistonfinancial.com](mailto:Consumerprivacy@willistonfinancial.com)
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

## **WFG FAMILY**

WILLISTON FINANCIAL GROUP LLC  
WFG NATIONAL TITLE INSURANCE COMPANY  
WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC  
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC  
WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY  
UNIVERSAL TITLE PARTNERS, LLC  
VALUTRUST SOLUTIONS, LLC

MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE  
SOLUTIONS & TECHNOLOGY, LLC)

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

Rev 12.20.2022

<b>FACTS</b>	<b>WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and other government identification information</li> <li>• Your name, address, phone, and email</li> <li>• Information about the property, any liens and restrictions</li> <li>• Financial Information including credit history and other debt</li> <li>• Financial account information, including wire transfer instructions.</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Williston Financial Group share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> <li>• Call 833-451-5718—our menu will prompt you through your choice(s)</li> <li>• Visit us online: <a href="http://bit.ly/WFGsConsumerPrivacyInformationRequestPage">http://bit.ly/WFGsConsumerPrivacyInformationRequestPage</a> or e-mailing us at <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a></li> <li>• Mail the form below</li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 833-451-5718 or Email <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a>

Mail-In Form		
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:	
	<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
	<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.	
	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.	
	<b>Name</b>	Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 <sup>th</sup> Pkwy, #350 Portland, OR 97223
	<b>Address</b>	
	<b>City, State, Zip</b>	
	<b>File Number</b>	

<b>Who we are</b>	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
<b>What we do</b>	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Engage us to provide appraisal, title and escrow services</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
<b>Other important information</b>	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p><b>Privacy Notice for California Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a></p> <p><b>Privacy Notice for Oregon Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-oregon">https://national.wfgnationaltitle.com/privacy-notice-oregon</a></p>	



## COMMERCIAL ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

Attached to Policy No. 3155441-7203204

Issued by

WFG National Title Insurance Company

Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$1000.00**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary





## COVENANTS, CONDITIONS AND RESTRICTIONS ENDORSEMENT – UNIMPROVED LAND

Attached to Policy No. 3155441-7203204

Issued by

WFG National Title Insurance Company

Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$1000.00**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land

ALTA Endorsement Form No. 9.1-06 (04/02/12)


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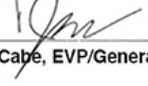
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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land

ALTA Endorsement Form No. 9.1-06 (04/02/12)

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## ACCESS AND ENTRY ENDORSEMENT

Attached to Policy No. 3155441-7203204

Issued by

WFG National Title Insurance Company

Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$125.00**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from SW Tualatin Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 217-06  
Access and Entry Endorsement

ALTA Endorsement Form No. 17-06 (6/17/06)

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## CONTIGUITY ENDORSEMENT – SINGLE PARCEL

Attached to Policy No. 3155441-7203204

Issued by

WFG National Title Insurance Company


Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$150.00**

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

1. the failure of the Easterly boundary line of the Land to be contiguous to the Westerly boundary line of that certain real property conveyed to LAM Research Corporation, a Delaware corporation, by deed recorded March 6, 2017 under recording no. 2017-018737; or
2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 219.1-06  
Contiguity-Endorsement - Single Parcel

ALTA Endorsement Form No. 19.1-06 (6/17/06)

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### **SAME AS SURVEY ENDORSEMENT**

**Attached to Policy No. 3155441-7203204**

**Issued by**

**WFG National Title Insurance Company**

Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$100.00**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the ALTA/NSPS Survey by Clinton H. Stubbs Jr., Northwest Surveying Inc., dated July 28, 2022 and last revised December 13, 2023, as Job No. 1344.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 225-06  
Same as Survey Endorsement

ALTA Endorsement Form No. 25-06 (10/16/08)

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## POLICY AUTHENTICATION ENDORSEMENT

Attached to Policy No. 3155441-7203204

Issued by

WFG National Title Insurance Company

Date: **December 15, 2023**  
Order Reference: **23-181855**  
Premium: **\$50.00**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 239-06  
Policy Authentication Endorsement

ALTA Endorsement Form No. 39-06 (04/02/13)

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## ALTA 2021 OWNER'S POLICY OF TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: WFG National Title Insurance Company  
Issuing Office: 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223  
Issuing Office's ALTA® Registry ID: N/A  
Issuing Office File Number: 23-181855A  
Property Address: no situs SW Leveton Drive, Tualatin, OR 97062

### SCHEDULE A

Name and Address of Title Insurance Company: **WFG National Title Insurance Company**  
**12909 SW 68<sup>th</sup> Ave., Suite 350**  
**Portland, OR 97223**

File No.: **23-181855A** Policy No.: **3177200-7287829**  
Amount of Insurance: **\$2,474,644.00** Premium: **\$7,116.00**  
Address Reference: **no situs SW Leveton Drive, Tualatin, OR 97062**  
Date of Policy: **April 3, 2024 at 9:01 a.m.**

1. Name of Insured:  
**Lam Research Corporation, a Delaware corporation**
2. The estate or interest in the Land that is insured by this policy is:  
**Fee Simple**
3. Title is vested in:  
**Lam Research Corporation, a Delaware corporation**
4. The Land referred to in this policy is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain real property in the County of Washington, State of Oregon, described as follows:

A tract of land created by property line adjustment approval by City of Tualatin No. PLA23-0004, being a portion of Parcel 2, Partition Plat No. 2010-009, located in the northwest one-quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

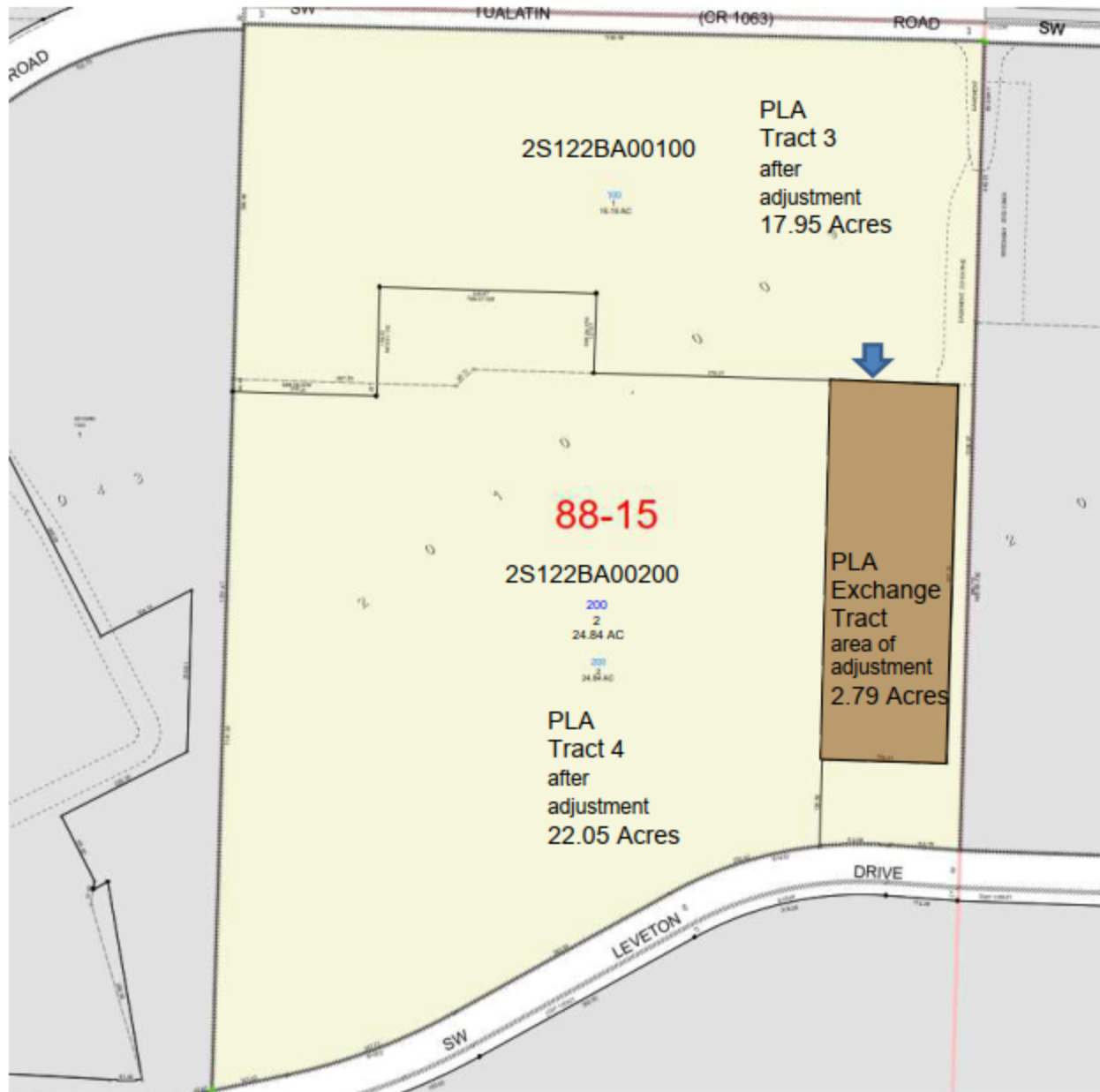
Commencing at a brass disk located at the most southerly southeast corner of Parcel 1 of Partition Plat No. 2010-009, said point being on the northerly right-of-way line of SW Leveton Drive, 30.00 feet northerly of the centerline thereof, when measured at right angles; thence along said northerly right-of-way line, North 85°47'18" West a distance of 112.70 feet to a point of curvature thereon; thence continuing along said northerly right-of-way line, 112.59 feet through the arc of a tangent 630.00 foot radius circular curve to the left, said curve having a central angle of 10°14'24", a chord bearing of South 89°05'30" West and a chord length of 112.44 feet to the most southerly southeast corner of said Parcel 2, and from which point a 5/8 inch iron rod bears North 01°43'45" East a distance of 0.07 feet; thence departing said northerly right-of-way line and along the most southerly east line of said Parcel 2, North 01°43'45" East a distance of 138.88 feet to a 5/8 inch iron rod located at an angle point on the easterly boundary of said Parcel 2 and the Point of Beginning; thence North 01°43'40" East a distance of 607.73 feet to a 5/8 inch iron rod on the most northerly line of said Parcel 2; thence along the most northerly line of said Parcel 2, South 88°16'38" East a distance of 199.91 feet to a 5/8 inch iron rod located at the northeast corner thereof; thence along the most easterly line of said Parcel 2, South 01°43'40" West a distance of 607.77 feet to a 5/8 inch iron rod located at the most easterly southeast corner thereof; thence along the most easterly south line of said Parcel 2, North 88°16'00" West a distance of 199.92 feet to the Point of Beginning.



WFG National Title  
Title Department  
12909 SW 68th Pkwy #350  
Portland, OR 97223  
Phone: 503.431.8500  
Fax 503.684.2978



**Property Line Adjustment Exchange Area**  
portion of 2S122BA00200 adjusted into 2S122BA00100



*This map is a copy of public record and is provided solely for informational purposes. WFG National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements.*

**ALTA 2021 OWNER'S POLICY OF TITLE INSURANCE**  
**SCHEDULE B**

File No.: **23-181855A**

Policy No: **3177200-7287829**

**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats 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 are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Agreement to maintain stormwater detention and water quality treatment facilities, including the terms and provisions thereof:  
Between : JAE Oregon, Inc.  
And : City of Tualatin  
Recorded : December 24, 2009  
Recording No. : [2009-110981](#)
2. Conditions and Restrictions as shown on Partition Plat No. 2010-009:  
Recorded : March 9, 2010  
Recording No. : [2010-018382](#)
3. Private stormwater facilities Agreement, including the terms and provisions thereof:  
Between : JAE Oregon, Inc.  
And : City of Tualatin  
Recorded : May 8, 2020  
Recording No. : [2020-039137](#)
4. Grant and Reservation of Reciprocal Easements, including the terms and provisions thereof:  
Regarding : Access  
Recorded : May 18, 2010  
Recording No. : [2010-037842](#)

As amended or modified by Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

Between : LAM Research Corporation, a Delaware corporation  
And : JAE Oregon, Inc., an Oregon corporation  
Dated : December 15, 2023  
Recorded : December 15, 2023  
Recording No. : [2023-051646](#)

First Amendment to Amended and Restated Access Easement Agreement, including the terms and provisions thereof:

Between : LAM Research Corporation, a Delaware corporation  
And : JAE Oregon, Inc., an Oregon corporation  
Dated : April 3, 2024  
Recorded : April 3, 2024  
Recording No. : [2024-013606](#)  
Affects : a portion of the premises herein

5. Access Easement Agreement, including the terms and provisions thereof:
- |               |   |  |
|---------------|---|--|
| Between       | : | LAM Research Corporation, a Delaware corporation |
| And           | : | JAЕ Oregon, Inc., an Oregon corporation          |
| Dated         | : | April 3, 2024                                    |
| Recorded      | : | April 3, 2024                                    |
| Recording No. | : | <a href="#">2024-013607</a>                      |
| Affects       | : | a portion of the premises herein                 |

**END OF SCHEDULE B**



**ALTA OWNER'S POLICY OF TITLE INSURANCE**  
Issued by  
**WFG NATIONAL TITLE INSURANCE COMPANY**  
**POLICY NUMBER: 3177200-7287829**

**This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.**

**COVERED RISKS**

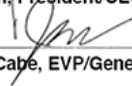
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - a. defect in the Title caused by
    - i. forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
    - ii. failure of any person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

**In Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
- a. the occupancy, use, or enjoyment of the Land;
  - b. the character, dimensions, or location of an improvement on the Land;
  - c. the subdivision of the Land; or
  - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
- a. of the exercise described in an Enforcement Notice; or
  - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
- a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    - ii. voidable transfer under the Uniform Voidable Transactions Act; or
  - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

#### **DEFENSE OF COVERED CLAIMS**

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## CONDITIONS

### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8. d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "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.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
  - i. (a). The Insured named in Item 1 of Schedule A;
    - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
    - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
    - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      - (1). an Affiliate;
      - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      - (3). a spouse who receives the Title because of a dissolution of marriage
      - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
      - (5). another Insured named in Item 1 of Schedule A.
  - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy 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 insured by this policy.
- k. "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.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy 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.
- n. "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.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title

## **2. CONTINUATION OF COVERAGE**

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## **4. PROOF OF LOSS**

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

## **5. DEFENSE AND PROSECUTION OF ACTIONS**

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
  - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
  - ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

## **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company has the following additional options:

**a. *To Pay or Tender Payment of the Amount of Insurance***

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

**b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant***

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

## **8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

**a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:**

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

**b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.**

**c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.**

**d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:**

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

**e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.**

## **9. LIMITATION OF LIABILITY**

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
  - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - ii. cures the lack of a right of access to and from the Land; or
  - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

## **10. REDUCTION OR TERMINATION OF INSURANCE**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

## **13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

## **14. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,

- iii. insure against loss or damage exceeding the Amount of Insurance, or
- iv. increase the Amount of Insurance.

## **15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

## **16. CHOICE OF LAW AND CHOICE OF FORUM**

### *a. Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

### *b. Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

## **17. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

WFG NATIONAL TITLE INSURANCE COMPANY  
12909 SW 68th Pkwy., Suite 350,  
Portland, OR 97223  
Attention: Claims Department  
(800) 334-8885  
(503) 431-8500  
Email address: [claims@wfgtitle.com](mailto:claims@wfgtitle.com)

## **18. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

## **19. ARBITRATION – INTENTIONALLY DELETE.**





## COMMERCIAL ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

Attached to Policy No. 3177200-7287829

Issued by

WFG National Title Insurance Company

Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$431.00**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary





## COVENANTS, CONDITIONS AND RESTRICTIONS ENDORSEMENT – UNIMPROVED LAND

Attached to Policy No. 3177200-7287829

Issued by

WFG National Title Insurance Company

Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$647.00**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land

ALTA Endorsement Form No. 9.1-06 (04/02/12)


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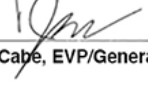
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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 209.1-06  
Covenants, Conditions and Restrictions Endorsement – Unimproved Land

ALTA Endorsement Form No. 9.1-06 (04/02/12)

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## CONTIGUITY ENDORSEMENT – SINGLE PARCEL

Attached to Policy No. 3177200-7287829

Issued by

WFG National Title Insurance Company

Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$150.00**

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

1. the failure of the North, East and South boundary lines of the Land to be contiguous to the boundary lines of that certain real property conveyed to LAM Research Corporation, a Delaware corporation, by deed recorded December 15, 2023 under recording no. 2023-051645; or
2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

WFG NATIONAL TITLE INSURANCE COMPANY

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 219.1-06  
Contiguity-Endorsement - Single Parcel

ALTA Endorsement Form No. 19.1-06 (6/17/06)

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### **SAME AS SURVEY ENDORSEMENT**

**Attached to Policy No. 3177200-7287829**

**Issued by**

**WFG National Title Insurance Company**

Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$100.00**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Scott F. Field, Northwest Surveying, Inc., dated April 1, 2024, and designated Job No. 1344.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Steve Ozonlan, President/CEO

ATTEST: \_\_\_\_\_

Joseph V. McCabe, EVP/General Counsel/Secretary



**OTIRO Endorsement No. 225-06**  
**Same as Survey Endorsement**

**ALTA Endorsement Form No. 25-06 (10/16/08)**

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## POLICY AUTHENTICATION ENDORSEMENT

Attached to Policy No. **3177200-7287829**

Issued by

**WFG National Title Insurance Company**

Date: **April 3, 2024**  
Order Reference: **23-181855A**  
Premium: **\$50.00**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:

Steve Ozonlan, President/CEO

ATTEST:

Joseph V. McCabe, EVP/General Counsel/Secretary



OTIRO Endorsement No. 239-06  
Policy Authentication Endorsement

ALTA Endorsement Form No. 39-06 (04/02/13)

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*First American*

***First American Title Insurance Company***

1 SW Columbia Street, Ste 1600  
Portland, OR 97204  
Phn - (503)222-3651 (800)929-3651  
Fax - (877)242-3513

**MULTNOMAH COUNTY TITLE UNIT**

FAX (877)242-3513

Title Officer: Blake Spencer

(503)222-3651

BISpencer@firstam.com

**LOT BOOK SERVICE**

Lam Research  
11155 SW Leveton Drive  
Tualatin, OR 97062

Order No.: 7019-3978352  
July 28, 2022

Attn: Hugh Kingery  
Phone No.: - Fax No.:  
Email: Hugh.Kingery@lamresearch.com

Re:

Fee: \$500.00

We have searched our Tract Indices as to the following described property:

The land referred to in this report is described in Exhibit A attached hereto.

and as of July 20, 2022 at 8:00 a.m.

We find that the last deed of record runs to

Lam Research Corporation, a Delaware Corporation

We find the following apparent encumbrances prior to the effective date hereof:

1. Statutory powers and assessments of Clean Water Services.
2. Private Stormwater Facilities Agreement, including terms and provisions thereof.

Recorded: August 19, 2021 as Fee No. 2021 088690

3. Unrecorded leases or periodic tenancies, if any.

**(The following Exceptions Affects Lot 1)**

4. Easement, including terms and provisions contained therein:  
Recording Information: June 09, 1989 as Fee No. 89026084  
In Favor of: The City of Tualatin  
For: Slope and utility  
Affects: The Southwesterly corner

Document re-recorded July 06, 1989 as Fee No. 89030633

5. Easement, including terms and provisions contained therein:  
Recording Information: November 01, 1989 as Fee No. 89053170  
In Favor of: The City of Tualatin  
For: Slope  
Affects: The Southerly portion
6. The terms and provisions contained in the document entitled "Declaration of Roadway, Utility, Cross-Access and Parking Easements and Restrictive Covenants" recorded March 22, 2002 as Fee No. 2002 033655.
7. Easement, including terms and provisions contained therein:  
Recording Information: April 15, 2002 as Fee No. 2002 044680  
In Favor of: The City of Tualatin  
For: Water line  
Affects: The Southerly portion
8. Revocable Permit (Right-of-Way), including terms and provisions thereof.  
  
Recorded: October 26, 2017 as Fee No. 2017 084661
9. Private Stormwater Facilities Agreement, including terms and provisions thereof.  
  
Recorded: November 02, 2020 as Fee No. 2020 110089

**(The following Exceptions Affects Lot 2)**

10. Easement, including terms and provisions contained therein:  
Recording Information: June 01, 1990 as Fee No. 90028257  
In Favor of: The City of Tualatin  
For: Pedestrian walkway and bikepath  
Affects: The Southerly portion
11. Easement, including terms and provisions contained therein:  
Recording Information: November 23, 1999 as Fee No. 99130427  
In Favor of: The City of Tualatin  
For: Slope, public utility and pedestrian walkway  
Affects: The Northerly portion



12. Easement, including terms and provisions contained therein:  
Recording Information: June 22, 2001 as Fee No. 2001 060136  
In Favor of: Portland General Electric Company, an Oregon corporation  
For: Underground electrical power lines and signal or communication lines  
Affects: The Easterly portion
13. The terms and provisions contained in the document entitled "Declaration of Roadway, Utility, Cross-Access and Parking Easements and Restrictive Covenants" recorded March 22, 2002 as Fee No. 2002 033655.
14. Easement, including terms and provisions contained therein:  
Recording Information: April 15, 2002 as Fee No. 2002 044680  
In Favor of: The City of Tualatin  
For: Water line
15. Revocable Permit (Right-of-Way), including terms and provisions thereof.  
Recorded: October 26, 2017 as Fee No. 2017 084661
16. Private Stormwater Facilities Agreement, including terms and provisions thereof.  
Recorded: November 02, 2020 as Fee No. 2020 110089

**(The following Exceptions Affects Lot 3)**

17. Easement, including terms and provisions contained therein:  
Recording Information: May 05, 1989 as Fee No. 89020417  
For: common access
18. Easement, including terms and provisions contained therein:  
Recording Information: November 23, 1999 as Fee No. 99130427  
In Favor of: The City of Tualatin  
For: Slope, public utility and sidewalk and pedestrian  
Affects: The Northerly portion
19. The terms and provisions contained in the document entitled "Declaration of Roadway, Utility, Cross-Access and Parking Easements and Restrictive Covenants" recorded March 22, 2002 as Fee No. 2002 033655.

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

We find the following unpaid taxes and city liens:

1. Taxes for the fiscal year 2022-2023 a lien due, but not yet payable

## NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount:	\$533,346.88
Map No.:	2S122AB00100
Property ID:	R2107971
Tax Code No.:	023.76

## NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount:	\$105,937.14
Map No.:	2S122AA00500
Property ID:	R2107973
Tax Code No.:	023.76

## NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount:	\$67,392.15
Map No.:	2S122AA00800
Property ID:	R2107974
Tax Code No.:	023.76

## NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount:	\$2,343,152.44
Map No.:	2S122AB00100
Property ID:	R2180033
Tax Code No.:	023.76

## 2. City liens, if any, of the City of Tualatin.

NOTE: 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.

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.



*First American*

First American Title Insurance Company  
1 SW Columbia Street, Ste 1600  
Portland, OR 97204

### **Illegal Restrictive Covenants**

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.



**Exhibit "A"**

Real property in the County of Washington, State of Oregon, described as follows:

**PARCEL 1:**

A TRACT OF LAND BEING A PORTION OF PARCELS 1 AND 3, PARTITION PLAT NO. 2001-058, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS SCREW AND WASHER LOCATED AT THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN ROAD, 32.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°42'41" EAST A DISTANCE OF 0.06 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 839.18 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°17'49" WEST A DISTANCE OF 450.67 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'19" EAST A DISTANCE OF 87.37 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 00°24'38" WEST A DISTANCE OF 66.15 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'22" EAST A DISTANCE OF 36.44 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 00°24'41" WEST A DISTANCE OF 779.79 FEET TO A COPPER DISK LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW LEVETON DRIVE, 30.00 FEET NORTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°34'51" WEST A DISTANCE OF 957.07 FEET TO A BRASS DISK LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WEST LINE OF SAID PARCEL 1 AND THE WEST LINE OF SAID PARCEL 3, NORTH 00°06'26" EAST A DISTANCE OF 1294.82 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

A TRACT OF LAND BEING A PORTION OF PARCELS 2 AND 3, PARTITION PLAT NO. 2001-058, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS SCREW AND WASHER LOCATED AT THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN ROAD, 32.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°42'41" EAST A DISTANCE OF 0.06 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 839.18 FEET TO A 5/8 INCH IRON ROD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 1052.10 FEET TO A POINT OF CURVATURE THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 85.91 FEET THROUGH THE ARC OF A 55.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89°29'34", A CHORD BEARING OF SOUTH 44°57'21" EAST AND A CHORD LENGTH OF 77.44 FEET TO A 5/8 INCH IRON ROD LOCATED AT A POINT OF TANGENCY ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 108TH AVENUE, 32.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°12'34" EAST A DISTANCE OF 843.64 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°35'22" WEST A DISTANCE OF 212.34 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38" EAST A DISTANCE OF 306.24 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35'22" WEST A DISTANCE OF 438.80 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38"



EAST A DISTANCE OF 139.01 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35'19" WEST A DISTANCE OF 464.30 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°17'49" EAST A DISTANCE OF 450.67 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND BEING A PORTION OF PARCELS 1 AND 2, PARTITION PLAT NO. 2001-058, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS SCREW AND WASHER LOCATED AT THE NORTHWEST CORNER OF PARCEL 3 OF PARTITION PLAT NO. 2001-058, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN ROAD, 32.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°42'41" EAST A DISTANCE OF 0.06 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'08" EAST A DISTANCE OF 839.18 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°17'49" WEST A DISTANCE OF 450.67 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'19" EAST A DISTANCE OF 87.37 FEET TO A 5/8 INCH IRON ROD AND THE POINT OF BEGINNING; THENCE SOUTH 00°24'38" WEST A DISTANCE OF 66.15 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 89°35'22" EAST A DISTANCE OF 36.44 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 00°24'41" WEST A DISTANCE OF 779.79 FEET TO A COPPER DISK LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF SW LEVETON DRIVE, 30.00 FEET NORTHERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°34'51" EAST A DISTANCE OF 368.77 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°42'00" EAST A DISTANCE OF 586.84 FEET TO A BRASS SCREW AND WASHER LOCATED AT A POINT OF CURVATURE THEREON; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 63.19 FEET THROUGH THE ARC OF A 40.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 90°30'34", A CHORD BEARING OF NORTH 45°02'43" EAST AND A CHORD LENGTH OF 56.82 FEET TO A POINT OF TANGENCY ON THE WESTERLY RIGHT-OF-WAY LINE OF SW 108TH AVENUE, 32.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 00°12'34" WEST A DISTANCE OF 359.19 FEET TO A 5/8 INCH IRON ROD; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°35'22" WEST A DISTANCE OF 212.34 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38" EAST A DISTANCE OF 306.24 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35'22" WEST A DISTANCE OF 438.80 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00°24'38" EAST A DISTANCE OF 139.01 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89°35' 19" WEST A DISTANCE OF 376.93 TO THE POINT OF BEGINNING.