

After recording return to:

Jeremy R. Bader Lane Powell PC 601 SW 2nd Avenue, Suite 2100 Portland, OR 97204

All tax statements shall be sent to:

Elmonica Group, LLC 10305 SW Park Way, Suite 204 Portland, OR 97225 Washington County, Oregon

2022-025813

D-DW

Stn=8 J CHOATE

04/15/2022 10:54:28 AM

\$25.00 \$11.00 \$5.00 \$60.00 \$5,100.00

\$5,201.00

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

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk

STEWART 01049-31234

STATUTORY SPECIAL WARRANTY DEED

Baseline LLC, an Oregon limited liability company, Grantor, conveys and specially warrants to Elmonica Group, LLC, an Oregon limited liability company, Grantee, the real property described on Exhibit A, attached hereto and made a part hereof by this reference, free of encumbrances except as specifically set forth on Exhibit B, attached hereto and made a part hereof by this reference.

Assessor's Parcel No. R37221

The true and actual consideration for this transfer is Five Million One Hundred Thousand and No/100 Dollars (\$5,100,000).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 13th day o	f APRIL , 2022.
	GRANTOR:
	BASELINE LLC, an Oregon limited liability company
	By: MATTHEN WETZEL Its: ANTHORIZED PIERSON
STATE OF OREGON) ss County of <u>Cackamas</u>)	S.
This instrument was acknowledged, as Athorized company.	wledged before me on <u>Del 13</u> , 2022 by OF Baseline LLC, an Oregon limited liability
OFFICIAL STAMP JANICE LEE MANN NOTARY PUBLIC - OREGON COMMISSION NO. 1007822 MY COMMISSION FXPIRES, JANUARY 28, 2025	Notary Public for Oregon My Commission Expires: 1-78-7025

EXHIBIT A TO STATUTORY SPECIAL WARRANTY DEED

Legal Description

PARCEL 1:

Beginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, in Section 6, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, which is South 89°57'12" East 144 feet from the Southwest corner thereof; and running thence South 89° 57'12" East, along the South line of the Sparks Donation Land Claim, for a distance of 150 feet; running thence South 00°35' East (at 30 feet an iron rod) for a distance of 280 feet to an iron rod; running thence North 89°57'12" West 150 feet to an iron rod; running thence North 00°35' East 280 feet to the place of beginning.

EXCEPTING THEREFROM that portion described in Judgment in the Circuit Court of the State of Oregon for the County of Washington No. C95-0337CV, filed September 9, 1996, being more particularly described as follows:

A strip of land being the Northerly 49.00 feet of said property, also being all that portion of said property lying Northerly of a line which is parallel with and 49.00 feet Southerly of the centerline of S. W. Baseline Road.

PARCEL 2:

A tract of land in the Southeast one-quarter of Section 6, Township 1 South, Range I West, Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that tract of land described in Document Number 2000002560, Washington County Deed Records, said point bears South 01°49'00' West, a distance of 49.00 feet and South 88°11'00" East a distance of 143.60 feet and South 02° 15'07" West a distance of 230.95 feet from the Southwest corner of the Lemuel A. Sparks Donation Land Claim Number 59; thence, along the South line of said tract of land and the South line of that tract of land described in Document Number 2009-011356, South 88°19'45" East a distance of 246.88 feet to the Southwest corner of that tract of land described in Document Number 2013-020068, said Deed Records; thence, along the boundary of the last said tract, on the following courses: South 88°17'42" East a distance of 124.65 feet; thence North 02°11'08" East a distance of 114.07 feet; thence South 88°11'00" East a distance of 167.18 feet to a point on the Westerly right-ofway line of S.W. 170th Avenue (25.00 feet from centerline); thence, along said Westerly right-ofway line, on the following courses: South 01°25'45" West a distance of 287.15 feet; thence South 08°20'43" West a distance of 166.09 feet; thence South 01°25'45" West a distance of 142.79 feet to the Northeasterly right-of-way line of the TriMet West-Side Light Rail (variable width); thence, along said Northeasterly right-of-way line, on the following courses: North 53°17'13" West a distance of 457.69 feet; thence North 53°16'21" West a distance of 99.70 feet; thence North 55°00'08" West a distance of 80.31 feet; thence, leaving said Northeasterly right- of-way line, North 02°15'07" East a distance of 117.16 feet to the Point of Beginning.

EXHIBIT B TO STATUTORY SPECIAL WARRANTY DEED

- 1. The herein described premises are within the boundaries of and subject to the statutory powers, including the power of assessment of Clean Water Services.
- 2. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads, or highways.
- 3. Agreement, including the terms and conditions thereof:

By and Between: property owner And: Unified Sewerage Agency Recorded: December 23, 1975

Book: 1060 Page: 319 Fee No.: 13649

Regarding: non-occupancy

4. Easement, including the terms and conditions thereof,

Granted to: Unified Sewerage Agency of Washington County

Recorded: July 8, 1996 Recording No.: 96060743

Purpose: sewer

Affects: areas as delineated in the document

5. Easement, including the terms and conditions thereof,

Granted to: Tri-County Metropolitan Transportation District of Oregon, an Oregon

municipal corporation
Filed: September 9, 1996

Case No.: C95-0337CV Parcel 3

Purpose: utilities Affects: Easterly 10 feet

6. Reciprocal Access Easement, including the terms and conditions thereof,

Between: Baseline LLC, an Oregon limited liability company And: AlbanyHQ, LLC, an Oregon limited liability company

Recorded: February 24, 2015 Recording No.: 2015-012434

Purpose: access

Affects: location show in the document

7. Matters as disclosed by survey dated April 11, 2022

Prepared by: TerraCalc Land Surveying Inc

Job/Survey No.: Elmonica

A. Edge Asphalt Pavement extends 1.7' SW of line as shown along the Southerly Tri-Met Westside Light Rail boundary

- B. Fence Corner 3.3'W of line Asphalt Edge 0.8' E of Line as shown along the Westerly boundary lin e
- C. 10' Chain link fence West of West boundary line as shown
- D. Asphalt Drive located outside of access easement for shared driveway as shown
- E. Intentionally Deleted.
- F. Existing Fence Corner is 2.1 West and 1' North of Corner; Existing Fence is 2.9' West of Line; Existing Fence
- is 2.5' N of Line; Existing Fence is 7.4' N of Line as shown
- G. OHW Overhead Utility Line(s) as shown.
- 8. Easement, including the terms and conditions thereof,

Granted to: Unified Sewerage Agency of Washington County Recorded: December 2, 1996 Recording No.: 96107015 Purpose: easement Affects: areas as delineated in the document

AFTER RECORDING RETURN TO:

Elmonica Group, LLC 10305 SW Park Way, Ste 204 Portland, OR 97225

ALL TAX STATEMENTS SENT TO:

Elmonica Group, LLC 10305 SW Park Way, Ste 204 Portland, OR 97225

PERSONAL REPRESENTATIVE'S DEED

For value received, SHELLEY WEST, the duly appointed, qualified and acting personal representative of the estate of ROBERT E JENSEN, deceased, filled in the Circuit Court of Washington County, Oregon, Case No. 18PB05719, does hereby grant unto ELMONICA GROUP, LLC, an Oregon limited liability company, Grantee, and its successors-in-interest and assigns all the right, (litle and interest of the

said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property in the County of Washington, State of Oregon, described as follows, to-wit:

See attached Exhibit A

TO HAVE AND TO HOLD the same unto the Grantee and its heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$600,000.

IN WITNESS WHEREOF, the personal representative has executed this instrument.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 and 195.305 to 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL. TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: APRIL 11, 2022

Shelley West, Personal Representative of the Estate of

Washington County, Oregon

\$10.00 \$11.00 \$5.00 \$60.00 \$600.00

I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that

Taxation, Ex-Officio County Clerk

Joe Nelson, Director of Assessment and

the within instrument of writing was received and recorded in the

Stn=6 M FERNANDES

book of records of said county.

D-DPR

2022-025812

04/15/2022 10:54:26 AM

Robert E. Jensen

STATE OF CALIFORNIA, County of Los Angeles) ss.

Personally appeared the above named Shelley West as Personal Representative for the Estate of Robert E. Jensen and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me this 11th day of April

_, 2022

otary Public for California

spam\jensen b pr deed.wpd

EILEEN SAKAOGHLI Notary Public - California Los Angeles County Commission # 2273188 My Comm. Expires Jan 23, 2023

;

EXHIBIT "A"

Beginning at a point on the South line of the L. A. Sparks Donation Land Claim No. 53 in Section 6, Township 1 S, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, South 89°57-1/2' East 294 feet from the Southwest Corner of the Sparks Donation Land Claim; Thence South 00°35' West (at 30 feet an iron rod) for a distance of 280 feet to an iron rod; running thence South 89°57-1/2' East 97 feet to an iron rod; running thence North 00°35' East 280 feet to a point on the South line of the Sparks Donation Land Claim, from which an iron rod bears South 00°35' West 30 feet; running thence North 89°57-1/2' West 97 feet to the place of beginning.

FROM:

Stewart Title Company 1000 SW Broadway, Suite 1600

Portland, OR 97205

TO: Elmonica Group, LLC, an Oregon limited liability

company

10305 SW Park Way, Suite 204

Portland, OR 97225

stewart title

Janice Mann Senior Escrow Officer Stewart Title Company 5005 SW Meadows Road Suite 120 Lake Oswego, OR 97035 (503) 290-5561 Phone (866) 739-5724 Fax Jan.Mann@stewart.com

May 05, 2022

Elmonica Group, LLC, an Oregon limited liability company 10305 SW Park Way, Suite 204 Portland, OR 97225

Order No.: 01049-31234

Property Address: 1065 SW 170th Ave., Beaverton, OR 97006

Congratulations on the completion of your recent real estate purchase. The enclosed policy of title insurance should be kept with your other important records regarding this transaction. We are grateful for the opportunity to have provided you the very best in title insurance services, and would like to extend an invitation to keep us in mind for any of your future title and escrow needs.

Everyone at Stewart Title Company is always committed to providing you with the professionalism and expertise that you desire. Should you have any questions regarding your policy of title insurance, please do not hesitate to call.

Sincerely,

Mark Davison Title Officer



OTIRO PO-04 ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

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, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

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

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600

Portland, OR 97205 Agent ID: 370028 Frederick H. Eppinger President and CEO

David Hisey

Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit <u>www.stewart.com</u>. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

File No.: 01049-31234

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COVERED RISKS (Continued)

- 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
 - 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:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

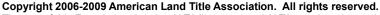
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in (b) writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10);
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A. is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

DEFINITION OF TERMS

The following terms when used in this policy mean:

- "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.
- "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- "Insured". The Insured named in Schedule A.
 - 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,
 - if the grantee wholly owns the named Insured,
 - 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
 - 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.
 - 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.



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OTIRO PO-4 ALTA Owner's Policy 6-17-06 Rev 2-15-18

- "Insured Claimant": An Insured claiming loss or damage.
- "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.
- "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.
- "Mortgage". Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- "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.
- "Title": The estate or interest described in Schedule A.
- "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.

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

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.

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.

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.
- 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.

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.

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(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.

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File No.: 01049-31234

OTIRO PO-4 ALTA Owner's Policy 6-17-06 Rev 2-15-18 Page 4 of 5 of Policy Serial No.: O-7430-000044510



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. 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 Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

AMERICAN LAND TITL ASSOCIATION

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File No.: 01049-31234

OTIRO PO-4 ALTA Owner's Policy 6-17-06 Rev 2-15-18 Page 5 of 5 of Policy Serial No.: O-7430-000044510

OTIRO PO-04 ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company P.O. Box 2029, Houston, TX 77252

Policy No.: O-7430-000044510

Premium: \$13,590.00

File No.: 01049-31234

Amount of Insurance: \$5,100,000.00

Date of Policy: April 15, 2022 at 10:54 a.m.

1. Name of Insured:

Elmonica Group, LLC, an Oregon limited liability company

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

Fee Simple

3. Title is vested in:

Elmonica Group, LLC, an Oregon limited liability company

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

SEE EXHIBIT "A" ATTACHED HERETO



EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, in Section 6, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, which is South 89°57'12" East 144 feet from the Southwest corner thereof; and running thence South 89° 57'12" East, along the South line of the Sparks Donation Land Claim, for a distance of 150 feet; running thence South 00°35' East (at 30 feet an iron rod) for a distance of 280 feet to an iron rod; running thence North 89°57'12" West 150 feet to an iron rod; running thence North 00°35' East 280 feet to the place of beginning.

EXCEPTING THEREFROM that portion described in Judgment in the Circuit Court of the State of Oregon for the County of Washington No. C95-0337CV, filed September 9, 1996, being more particularly described as follows:

A strip of land being the Northerly 49.00 feet of said property, also being all that portion of said property lying Northerly of a line which is parallel with and 49.00 feet Southerly of the centerline of S. W. Baseline Road.

PARCEL 2:

A tract of land in the Southeast one-quarter of Section 6, Township 1 South, Range I West, Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that tract of land described in Document Number 2000002560, Washington County Deed Records, said point bears South 01°49'00' West, a distance of 49.00 feet and South 88°11'00" East a distance of 143.60 feet and South 02° 15'07" West a distance of 230.95 feet from the Southwest corner of the Lemuel A. Sparks Donation Land Claim Number 59; thence, along the South line of said tract of land and the South line of that tract of land described in Document Number 2009-011356, South 88°19'45" East a distance of 246.88 feet to the Southwest corner of that tract of land described in Document Number 2013-020068, said Deed Records; thence, along the boundary of the last said tract, on the following courses: South 88°17'42" East a distance of 124.65 feet; thence North 02°11'08" East a distance of 114.07 feet; thence South 88°11'00" East a distance of 167.18 feet to a point on the Westerly right-of-way line of S.W. 170th Avenue (25.00 feet from centerline); thence, along said Westerly right-of-way line, on the following courses: South 01°25'45" West a distance of 287.15 feet; thence South 08°20'43" West a distance of 166.09 feet; thence South 01°25'45" West a distance of 142.79 feet to the Northeasterly right-of-way line of the TriMet West-Side Light Rail (variable width); thence, along said Northeasterly right-of-way line, on the following courses: North 53°17'13" West a distance of 457.69 feet; thence North 53°16'21" West a distance of 99.70 feet; thence North 55°00'08" West a distance of 80.31 feet; thence, leaving said Northeasterly right- of-way line, North 02°15'07" East a distance of 117.16 feet to the Point of Beginning.



OTIRO PO-04 ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

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

- 1. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads, or highways.
- 2. Agreement, including the terms and conditions thereof:

By and Between: property owner

And: Unified Sewerage Agency Recorded: December 23, 1975

Book: <u>1060</u> Page: 319 Fee No.: 13649

Regarding: non-occupancy

3. Easement, including the terms and conditions thereof,

Granted to: Unified Sewerage Agency of Washington County

Recorded: July 8, 1996
Recording No.: 96060743
Purpose: sewer

Affects: areas as delineated in the document

4. Easement, including the terms and conditions thereof,

Granted to: Tri-County Metropolitan Transportation District of Oregon, an Oregon

municipal corporation

Filed: September 9, 1996
Case No.: C95-0337CV Parcel 3

Purpose: utilities

Affects: Easterly 10 feet

5. Reciprocal Access Easement, including the terms and conditions thereof, Between: Baseline LLC, an Oregon limited liability company

And: AlbanyHQ, LLC, an Oregon limited liability company

Recorded: February 24, 2015 Recording No.: 2015-012434

Purpose: access

Affects: location show in the document

6. Matters Matters as disclosed by survey,

Dated: April 11, 2022

Prepared by: TerraCalc Land Surveying Inc

Job/Survey No.: Elmonica

A. Edge Asphalt Pavement extends 1.7' SW of line as shown along the Southerly Tri-Met Westside Light Rail boundary

B. Fence Corner 3.3'W of line Asphalt Edge 0.8' E of Line as shown along the Westerly boundary line C. 10' Chain link fence West of West boundary line as shown

D. Asphalt Drive located outside of access easement for shared driveway as shown



E. Intentionally Deleted.

F. Existing Fence Corner is 2.1 West and 1' North of Corner; Existing Fence is 2.9' West of Line; Existing Fence is

2.5' N of Line; Existing Fence is 7.4' N of Line as shown

G. OHW - Overhead Utility Line(s) as shown.

7. Easement, including the terms and conditions thereof,

Granted to: Unified Sewerage Agency of Washington County

Recorded: December 2, 1996

Recording No.: 96107015 Purpose: easement

Affects: areas as delineated in the document

END OF SPECIAL EXCEPTIONS



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	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. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	a means for you to opt out from its affiliates address used in your transactio	
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies 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, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- · Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- · To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- · As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental
 regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling
 orders and transactions, verifying customer information, processing payments, providing advertising or marketing
 services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some
 or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which
 personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- · Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- · Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories
 that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at <u>Privacyrequest@stewart.com</u>
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal
 information or an authorized representative.
- · Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- · Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



OTIRO 217-06 ACCESS AND ENTRY ENDORSEMENT ATTACHED TO POLICY NUMBER 0-7430-000044510

ISSUED BY STEWART TITLE GUARANTY COMPANY

File Number: 01049-31234 Date: April 15, 2022 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 Baseline 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.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600

Portland, OR 97205 Agent ID: 370028 Frederick H. Eppinger President and CEO

> David Hisey Secretary

Endorsement Serial No.

E-7380-817004932





OTIRO 218-06 SINGLE TAX PARCEL ENDORSEMENT ATTACHED TO POLICY NUMBER 0-7430-000044510

ISSUED BY STEWART TITLE GUARANTY COMPANY

File Number: 01049-31234 Date: April 15, 2022 Premium: \$50.00

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

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

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600

Portland, OR 97205 Agent ID: 370028 Frederick H. Eppinger President and CEO

David Hisey

Secretary

Endorsement Serial No.

E-7384-716775248





OTIRO 225.1-06 SAME AS PORTION OF SURVEY ENDORSEMENT ATTACHED TO POLICY NUMBER 0-7430-000044510

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No. 01049-31234 Date: April 15, 2022 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 as Tract 2 Parcels 1 and 2 on the survey made by TerraCalc Land Surveying Inc dated April 11, 2022, and designated Job No. Elmonica.

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.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600 Portland. OR 97205

Agent ID: 370028

Page 1 of 1

Frederick H. Eppinger President and CEO

David Hisey

Secretary

Endorsement Serial No.

E-7473-183539424



FROM:

Stewart Title Company 1000 SW Broadway, Suite 1600 Portland, OR 97205

TO: Elmonica Group, LLC, an Oregon limited liability

company

10305 SW Park Way, Suite 204

Portland, OR 97225

stewart title

Janice Mann
Senior Escrow Officer

Stewart Title Company 5005 SW Meadows Road Suite 120 Lake Oswego, OR 97035 (503) 290-5561 Phone (866) 739-5724 Fax Jan.Mann@stewart.com

May 06, 2022

Elmonica Group, LLC, an Oregon limited liability company 10305 SW Park Way, Suite 204 Portland, OR 97225

Order No.: 01049-31165

Property Address: 17160 SW Baseline Rd., Beaverton, OR 97006

Congratulations on the completion of your recent real estate purchase. The enclosed policy of title insurance should be kept with your other important records regarding this transaction. We are grateful for the opportunity to have provided you the very best in title insurance services, and would like to extend an invitation to keep us in mind for any of your future title and escrow needs.

Everyone at Stewart Title Company is always committed to providing you with the professionalism and expertise that you desire. Should you have any questions regarding your policy of title insurance, please do not hesitate to call.

Sincerely,

Mark Davison Title Officer



OTIRO PO-04 ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

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

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

- 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.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600 Portland, OR 97205

Agent ID: 370028

Frederick H. Eppinger President and CEO

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David Hisey Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit <u>www.stewart.com</u>. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.



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File No.: 01049-31165

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COVERED RISKS (Continued)

- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land, or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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.



- "Insured Claimant": An Insured claiming loss or damage.
- "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.
- "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.
- "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- "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.
- "Title": The estate or interest described in Schedule A.
- "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

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

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.

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.

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.
- 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.

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.

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File No.: 01049-31165

OTIRO PO-4 ALTA Owner's Policy 6-17-06 Rev 2-15-18



(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.

B. 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. 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 Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



OTIRO PO-04 ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company P.O. Box 2029, Houston, TX 77252

Policy No.: O-7430-000044511

Premium: \$2,475.00

File No.: 01049-31165

Amount of Insurance: \$600,000.00

Date of Policy: April 15, 2022 at 10:54 a.m.

1. Name of Insured:

Elmonica Group, LLC, an Oregon limited liability company

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

Fee Simple

3. Title is vested in:

Elmonica Group, LLC, an Oregon limited liability company

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

SEE EXHIBIT "A" ATTACHED HERETO



EXHIBIT "A" LEGAL DESCRIPTION

Beginning at a point on the South line of the L. A. Sparks Donation Land Claim No. 53 in Section 6, Township 1 S, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, South 89°57-1/2' East 294 feet from the Southwest Corner of the Sparks Donation Land Claim; Thence South 00°35' West (at 30 feet an iron rod) for a distance of 280 feet to an iron rod; running thence South 89°57-1/2' East 97 feet to an iron rod; running thence North 00°35' East 280 feet to a point on the South line of the Sparks Donation Land Claim, from which an iron rod bears South 00°35' West 30 feet; running thence North 89°57-1/2' West 97 feet to the place of beginning.



OTIRO PO-04 ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE B

ISSUED BY STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

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

1. Easement, including the terms and conditions thereof,

Granted to: Washington County Recorded: April 18, 1995 Recording No.: 95026890

Purpose: public utilities and landscaping

Affects: Northerly portion

Easement, including the terms and conditions thereof, Granted to: Unified Sewerage Agency

Recorded: December 2, 1996

Recording No.: 96107013
Purpose: sewer

Affects: Southerly 10 feet

We note that this instrument is partially illegible, and a complete copy has been ordered. We will provide a copy

upon its receipt.

3. Matters as disclosed by survey

Dated: April 11, 2022

Prepared by: TerraCalc Land Surveying Inc

Job/Survey No.: Elmonica

A. OHW - Overhead utility Line(s) as shown

END OF SPECIAL EXCEPTIONS



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	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. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	d a means for you to opt out from its affiliates address used in your transaction	
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies 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, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- · Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- · Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- · To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your
 interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with
 your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental
 regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling
 orders and transactions, verifying customer information, processing payments, providing advertising or marketing
 services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some
 or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which
 personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- · The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories
 that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal
 information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- · Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



OTIRO 217-06 ACCESS AND ENTRY ENDORSEMENT ATTACHED TO POLICY NUMBER 0-7430-000044511

ISSUED BY STEWART TITLE GUARANTY COMPANY

File Number: 01049-31165 Date: April 15, 2022 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 Baseline Rd (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.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600

Portland, OR 97205 Agent ID: 370028 Frederick H. Eppinger President and CEO

> David Hisey Secretary

Endorsement Serial No.

E-7380-127951149





OTIRO 218-06 SINGLE TAX PARCEL ENDORSEMENT ATTACHED TO POLICY NUMBER 0-7430-000044511

ISSUED BY STEWART TITLE GUARANTY COMPANY

File Number: 01049-31165 Date: April 15, 2022 Premium: \$50.00

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

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

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600

Portland, OR 97205 Agent ID: 370028 Frederick H. Eppinger President and CEO

David Hisey

Secretary

Endorsement Serial No.

E-7384-408702563





OTIRO 225.1-06 SAME AS PORTION OF SURVEY ENDORSEMENT ATTACHED TO POLICY NUMBER 0-7430-000044511

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No. 01049-31165 Date: April 15, 2022 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 as Tract 1 on the survey made by TerraCalc Land Surveying Inc dated April 11, 2022, and designated Job No. Elmonica.

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.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Stewart Title Company 1000 SW Broadway, Suite 1600 Portland. OR 97205

Agent ID: 370028

Frederick H. Eppinger President and CEO

David Hisey

Secretary

Endorsement Serial No.

E-7473-882348618



TABLE 'A' ITEMS

SURVEYOR'S NOTES

LEGEND

CLEAN OUT

X YARD LIGHT

 \sim LINE CONTINUES

□ MAILBOX

■ ELECTRIC METER

SANITARY MANHOLE

□ IRRIGATION CONTROL VALVE

☑ TRAFFIC JUNCTION BOX

GAS LINE

WATER LINE

OVER HEAD UTILITY LINE

APPROXIMATE MANHOLE SIZE/LOCATION

- 2 THE SITE IS LOCATED AT 1065 SW 170TH AVENUE, BEAVERTON, OREGON 97006.
- 3 THE SITE HAS A FLOOD ZONE CLASSIFICATION OF "ZONE X, UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" ACCORDING TO FEMA MAP 41067C0363F WITH AN EFFECTIVE DATE OF OCTOBER 19, 2018.
- 4 GROSS LAND AREA OF THE SURVEYED PROPERTY IS 214,289 SQUARE FEET (4.92 ACRES).
- 5 VERTICAL RELIEF IS SHOWN BY ONE FOOT CONTOUR LINES GENERATED FROM CONVENTIONAL TOPOGRAPHIC SURVEY MEASUREMENTS WITH VERTICAL DATUM AND DETAILS PER SURVEYOR'S NOTE 3.
- 7 THE EXTERIOR DIMENSIONS OF ALL BUILDINGS ON THE SITE AT GROUND LEVEL ARE AS SHOWN.
- 8 SUBSTANTIAL FEATURES OBSERVED DURING THE SURVEY ARE AS SHOWN.
- 9 THERE ARE 36 DELINEATED PARKING SPACES ON THE SITE, NONE OF WHICH ARE DESIGNATED HANDICAP ACCESSIBLE.
- 13 THE NAMES OF ADJOINING PROPERTY OWNERS ARE AS SHOWN.
- 16 THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- 17 THE SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. NO EVIDENCE WAS OBSERVED OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- 19 NO PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS OR SERVITUDES WERE DISCLOSED IN THE DOCUMENTS PROVIDED.

- COVERAGE LISTED IN THE REPORT REFERENCED IN SURVEYOR'S NOTE WITH CORRESPONDING NUMBERS. REFER TO SAID REPORT FOR GENERAL EXCEPTIONS AND ADDITIONAL INFORMATION ON NON-SURVEY RELATED ITEMS SUCH AS TAXES, AGREEMENTS, LIENS, WAIVERS, LEASES AND TITLE INSURANCE REQUIREMENTS. SURVEYOR COMMENTS ARE ITALICIZED.
- LLC, AN OREGON LIMITED LIABILITY COMPANY". 2. BEARINGS ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE. THE BASIS OF BEARINGS ALONG THE CENTERLINE OF SW BASELINE
- 3. ELEVATIONS ARE IN REFERENCE TO THE WASHINGTON COUNTY DATUM (NGVD29) USING BENCHMARK #63, ELEV=199.16, BEING A BRASS DISK AT THE CORNER OF SECTIONS 5, 6, 7 & 8, 1S1, SET BY THE WASHINGTON COUNTY SURVEYOR'S OFFICE IN A MONUMENT BOX ON S.W. MERLO ROAD 105 FEET EAST OF SW MERLO DRIVE

ROAD SHOWN HEREIN IS IN AGREEMENT WITH (1),(2) & (3).

1. THIS SURVEY IS BASED UPON THE DESCRIPTION IN THE

PRELIMINARY TITLE REPORT, SUPPLEMENTAL NO. 1 BY

AUGUST 02, 2019. ACCORDING TO SAID REPORT AS OF

STEWART TITLE COMPANY ORDER NO. 01049-31234, DATED

JANUARY 17, 2020 THE PROPERTY IS VESTED IN "BASELINE

- 4. FIELD DATA WAS COLLECTED IN AUGUST OF 2019 AND JANUARY OF 2020 WITH A FIELD VISIT ON FEBRUARY 6,
- 5. THE WIRE FENCE ALONG THE WESTERLY PORTION OF THE NORTH LINE COMMON WITH THE METRO PROPERTY EXTENDS 0.1' TO 0.2' SOUTH OF THE PROPERTY LINE. THE AGE, TYPE, AND MATERIALS OF THIS FENCE APPEAR CONSISTENT FROM S.W. 170TH AVENUE TO THE BUILDING CORNER NEAR THE NORTHWEST CORNER OF THE DOC. NO. 2000-002560 PROPERTY. BECAUSE OF THIS, AND BECAUSE THE FENCE FABRIC WAS PLACED ON THE NORTHERLY SIDE OF THE POSTS, IT APPEARS THAT THIS FENCE WAS CONSTRUCTED FOR THE BENEFIT OF THE SITE SURVEYED. HOWEVER I DID NOT DISCUSS THE FENCE WITH CURRENT OR PREVIOUS LAND OWNERS.

EXCEPTIONS

THE FOLLOWING ARE SPECIAL EXCEPTIONS TO TITLE INSURANCE

SITE

W BASELINE RD

VICINITY MAP

NOT TO SCALE

- RIGHTS OF THE PUBLIC IN AND TO ANY PORTION OF THE HEREIN DESCRIBED PREMISES LYING WITHIN THE BOUNDARIES OF STREETS, ROADS, OR HIGHWAYS ROADWAYS ARE WITHIN PUBLIC RIGHTS OF WAY AS SHOWN
- 、EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF,

GRANTED TO: RIBILO INVESTMENT COMPANY, A PARTNERSHIP RECORDED: NOVEMBER 16, 1961

BOOK: PAGE: **RECORDING NO.:**

PURPOSE USEAGE OF WATER FROM WELL AFFECTS: AREA NOT SPECIFICALLY DEFINED DOCUMENT REFERENCES A WELL ON AND ACCESS ACROSS PARCEL 2 HEREIN. SAID WELL'S LOCATION IS NOW UNKNOWN, UNABLE TO PLOT

AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF. PROPERTY OWNER BY AND BETWEEN: **UNIFIED SEWERAGE AGENCY** AND:

RECORDED **DECEMBER 23, 1975** BOOK: PAGE: 319 FEE NO.: REGARDING: NON-OCCUPANCY NOT SURVEY RELATED

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF. GRANTED TO: PORTLAND GENERAL ELECTRIC RECORDED: **JANUARY 11, 1994**

RECORDING NO.: 94003022

PURPOSE: ANCHOR AND PROPOSED POWERLINE AFFECTS: AREA AS DELINEATED IN THE DOCUMENT NOT ENOUGH INFORMATION PROVIDED TO RETRACE. EASEMENT TO TERMINATE AFTER 5 CONTINUOUS YEARS OF NON-USAGE, IT APPEARS FACILITIES IN VICINITY ARE NOW ABSENT, UNABLE TO PLOT.

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED TO: UNIFIED SEWERAGE AGENCY OF WASHINGTON COUNTY

RECORDED: JULY 8, 1996 RECORDING NO.: 96060743 PURPOSE:

AREAS AS DELINEATED IN THE DOCUMENT AFFECTS: SHOWN HEREON

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED TO: TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, AN OREGON MUNICIPAL CORPORATION FILED: SEPTEMBER 9, 1996 CASE NO.: C95-0337CV PARCEL 3

SHOWN HEREON RECIPROCAL ACCESS EASEMENT, INCLUDING THE TERMS AND CONDITIONS $\langle 16 \rangle$ THEREOF, BETWEEN: BASELINE LLC, AN OREGON LIMITED LIABILITY

COMPANY AND: ALBANYHQ, LLC, AN OREGON LIMITED LIABILITY COMPANY RECORDED: FEBRUARY 24, 2015

RECORDING NO.: 2015-012434 PURPOSE: ACCESS LOCATION SHOW IN THE DOCUMENT

AFFECTS: SHOWN HEREON

PURPOSE: UTILITIES

AFFECTS: EASTERLY 10 FEET

SURVEYOR'S CERTIFICATE

TO SPANOS CORPORATION, A CALIFORNIA CORPORATION; BASELINE LLC; AND STEWART TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 7(A), 8, 9, 13, 16, 17 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 6, 2020.

DATED THIS 7TH DAY OF FEBRUARY, 2020. MICHAEL D. SPELTS, PLS **REGISTRATION NO. 87475** MIKE.SPELTS@OTAK.COM

REGISTERED **PROFESSIONAL** LAND SURVEYOR

> OREGON NOVEMBER 12, 2013 MICHAEL D. SPELTS 87475PLS RENEWS: JUNE 30, 2020

Otak Inc., 808 SW 3rd Avenue, Suite 300 Portland, Oregon 97204 Phone: (503) 287-6825 www.otak.com

OF 1

Sheet No.

19384.000.002 Project No.

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MDS/DAC

DAC

MDS

hecked

Calculated

05-26-2019

08-28-2019

09-10-2019

REVISIONS

MAPPING ADDED TO MISSING

AREAS, RER/MDS 01-28-2020

NEW TITLE REPORT

02-07-2020

Articles of Organization - Limited Liability Company

Processing Fees are nonrefundable. Please make check payable to "Corporation Division".

 $Free\ copies\ are\ available\ at\ sos. oregon. gov/business\ using\ the\ Business\ Name\ Search\ program.$



503-778-2131

Articles of Organization - Limited Liability Company 11/17)

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - sos.oregon.gov/business - Phone: (503) 986-2200

Print Form

REGISTRY NUMBER:			Reset Form
accordance with Oregon Revised Statute 192.410-192.490, the information on this a re must release this information to all parties upon request and it will be posted on our		public record.	For office use only
Please Type or Print Legibly in Black ink. Attach Additional Sheet if Necessa	ary.		j
1. NAME OF LIMITED LIABILITY COMPANY: (Must contain the word	ls "Limited Lia	ability Company" or the abbreviations "LLC"	or "L.L.C.")
Elmonica Group, LLC			
 2. DURATION: (Please check one.) Duration shall be perpetual. Latest date upon which the Limited Liability Company 	9.	OPTIONAL PROVISIONS: (Attach a BENEFIT COMPANY: The Limite company subject to sections 1 to 11 of (additional requirements apply) INDEMNIFICATION: The compar members, managers, employees, agents for	ed Liability Company is a benefit chapter 269, Oregon Laws 2013. ny elects to indemnify its
is to dissolve is		expenses under ORS 63.160 - 63.170.	,
 PRINCIPAL OFFICE: (Must be a physical street address) 10305 SW Park Way, Suite 204 	10	SEE ATTACHEDNAME AND ADDRESS OF EACH P THIS BUSINESS: (ORGANIZER)	ERSON WHO IS FORMING
Portland, Oregon 97225	_	Kira Cador	
4. REGISTERED AGENT: (Individual or entity that will accept legal service	-	10305 SW Park Way, Suite	204
for this business)		Portland, OR 97225	
LPSL Corporate Services, Inc. 5. REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS: (Must be an Oregon Street Address, which is identical to the registered agent's office.)	- 11	LIST MEMBERS AND/OR MANAG ADDRESSES (MAY BE REQUIRED BY YOUR L. OWNERS: (MEMBERS) (Names and RG West, LLC	R BANK)
601 SW Second Avenue, Suite 2100	_	10305 SW Park Way, Suite	204
Portland, Oregon 97204		Portland, OR 97225	
6. ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:	12	2. MANAGERS: (MANAGERS) (Name	s and Addresses)
601 SW Second Avenue, Suite 2100	_		
Portland, Oregon 97204	_		
7. HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?	_		
• This LLC will be member-managed by one or more members.	1	 INDIVIDUAL WITH DIRECT KNOV List the name and address of at least on 	WLEDGE (Name and Address) e individual who is a member or
This LLC will be manager-managed by one or more managers.			_
8. IF RENDERING A LICENSED PROFESSIONAL SERVICE OR SERVICES, DESCRIBE THE SERVICE(S) BEING RENDERED:		Kira Cador	of the LLC.
ORS 58.015(5)(m)		10305 SW Park Way, Suite	204
	-	<u> </u>	204
		Portland, OR 97225	
14. EXECUTION/SIGNATURE OF EACH PERSON WHO IS FORMI I declare as an authorized signer, under penalty of perjury, that this document or misrepresent the identity of the person or any members, managers, employees the best of my knowledge and belief, true, correct, and complete. Making false imprisonment or both.	does not frau s or agents of	dulently conceal, fraudulently obscure, frau the limited liability company. This filing has	been examined by me and is, to
SIGNATURE: DocuSigned by:	PRINTED NAME: TITLE: Kira Cador Organizer		TITLE:
Eira Cador			Organizer
FE4EF5B1F0F0476			
CONTACT NAME: (To resolve questions with this filing)	Г	FEES	
Jeremy R. Bader		Required Processing Fee \$100	
PHONE NUMBER: (Include area code)		• • • • • • • • • • • • • • • • • • •	