



Stewart Title Company  
1000 SW Broadway, Suite 1600  
Portland, OR 97205  
Phone: (503) 290-5500

**PRELIMINARY TITLE REPORT**

SUPPLEMENTAL NO. 4

**Date:** September 18, 2013

**Title Officer:** Deanna Wright  
**Phone:** (503) 290-5504  
**Email:** deanna.wright@stewart.com

**Order Number:** 01049-10153

**Property Address:** 16555 SW 12th Street, Sherwood, OR 97140

	<u>Liability</u>	<u>Premium</u>
<b>ALTA 2006 Owner's Policy Standard</b>	<b>\$8,750,000.00</b>	<b>\$13,725.00</b>
(Underwriting fee - 11%)		

**Proposed Insured:**

Pacific West Land, LLC, a Delaware limited liability company

**ALTA 2006 Loan Policy**

**To Be Determined**

**Proposed Insured: To be determined**

**Endorsements: OTIRO 209.3-06, 222-06, 208.1-06 (9, 116 & 8.1) To Be Determined**

Stewart Title Company is prepared to issue on request and on recording of the appropriate documents, a policy or policies of Stewart Title Guaranty Company, as applied for, with coverages as indicated, based on this preliminary report. As of **September 12, 2013** at 8:00 A.M. title to the property described herein is vested in:

JPMCC 2006-CIBC14 12th Street Market, LLC, an Oregon limited liability company, who acquired title as JPMCC 2006-CIBC14 12th Street Market, LLC

Subject only to the exceptions shown herein and to the terms, conditions and stipulations contained in the policy form. No liability is assumed until a full premium has been paid and a policy issued.

**LEGAL DESCRIPTION:** SEE EXHIBIT "A" ATTACHED HERETO

## EXHIBIT "A" LEGAL DESCRIPTION

That portion of Parcel 2 and all of Parcel 3, as shown on PARTITION PLAT NO. 1995110, as adjusted by Warranty Deed dated May 14, 1996, recorded in Deed Records No, 96043221, in the City of Sherwood, County of Washington and State of Oregon, more particularly described as follows

Commencing at Engineer's Centerline Station "SO" 30+95.73 as shown on Oregon State Highway Division Drawing No. 1 A 22 3, dated May 9, 1990 and recorded as Survey No, 23,761, Washington County Survey Records, said point bears South 1134.11 feet from a brass cap monument marking the East one quarter corner of said Section 30; thence West 37.00 feet to the West right of way line of N, Sherwood Boulevard, being the initial point and true point of beginning of Partition Plat No. 1995 110; thence continuing West 8.00 feet to a point on the East line of Parcel 3 in said Partition Plat, and the true point of beginning; thence South 35.25 feet to the Southeast corner of said Parcel 3; thence North 89° 58'20" West 449.97 feet to the beginning of a tangent 365.00 foot radius curve left, thence an the arc of said curve 243.67 feet, through a central angle of 38° 15'00" (chord bears South 70°54'10" West 239.17 feet); thence South 51°46'40" West 148.43 feet to the beginning of a tangent 165.00 foot radius curve right; thence along the arc of said curve 245.22 feet, through a central angle of 85°09'09" (chord bears North 85°38'46" West 223.27 feet); thence continuing along the Northerly line of said NW 12th Street, North 43°04'11" West 104.32 feet to its intersection with the Southeasterly right of way line of Pacific Highway (Highway 99W); thence along said Southeasterly line (60 feet measured at right angles from the center line of the eastbound lane thereof) North 47°08'39" East 497.16 feet to a point 60 feet Southeasterly of Engineer's Centerline Station 417+50 P.O.T. of said eastbound lane when measured at right angles thereto; thence perpendicular to said centerline, North 42°51'16" West 10.00 feet to a point 50.00 feet from said centerline Station 417+50 P.O.T, of said eastbound lane; thence continuing along the said Southeasterly line of Pacific Highway (50.00 feet measured at right angles from the center line of the eastbound lane thereof) North 47°08'39" East 263.45 feet to a point; thence South 42°54'40" East 194.50 feet to a point; thence North 47°05'24" East 28.00 feet to the most Westerly corner of Parcel 1 of said Partition Plat; thence South 42°54'40" East along the Southwesterly line of said Parcel 1, 200.00 feet to the most Southerly corner thereof; thence North 50°08'54" East along the Southeasterly line of said Parcel 1 a distance of 185.26 feet to the most Easterly corner thereof, said corner being 45 feet Southwesterly from the centerline of N. Sherwood Boulevard; thence South 42°54'40" East 3.86 feet to a point, said point lying 45 feet Southwesterly at right angles from Engineer's Station "SO" 27+77.44 P.C.; thence on the arc of a tangent 380.00 foot radius curve right 284.60 feet, through a central angle of 42°54'40" (chord bears South 21°27'20" East 277.99 feet) to the true point of beginning.

## **SCHEDULE B**

### **GENERAL EXCEPTIONS**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

### **SPECIAL EXCEPTIONS:**

7. 2013-2014 taxes, a lien not yet payable.
8. City liens, if any, of the City of Sherwood no search has been made.
9. The herein described premises are within the boundaries of and subject to the statutory powers, including the power of assessment of Clean Water Services.

10. Ordinance of the City of Sherwood Approving the Urban Renewal Plan and the terms and conditions thereof:

Recorded: September 29, 2000  
Recording No.: 2000079381

Amendment and/or modification by instrument:

Recorded: May 16, 2008  
Recording No.: 2008044748

Amendment and/or modification by instrument:

Recorded: May 16, 2008  
Recording No.: 2008044749

Amendment and/or modification by instrument:

Recorded: May 16, 2008  
Recording No.: 2008044760

Amendment and/or modification by instrument:

Recorded: May 16, 2008  
Recording No.: 2008044761

Amendment and/or modification by instrument:

Recorded: May 16, 2008  
Recording No.: 2008044762

Amendment and/or modification by instrument:

Recorded: May 16, 2008  
Recording No.: 2008044763

Amendment and/or modification by instrument:

Recorded: August 31, 2009  
Recording No.: 2009079563

Amendment and/or modification by instrument:

Recorded: August 31, 2009  
Recording No.: 2009079565

Amendment and/or modification by instrument:

Recorded: November 18, 2009  
Recording No.: 2009100764

Amendment and/or modification by instrument:

Recorded: November 18, 2009  
Recording No.: 2009100765

Amendment and/or modification by instrument:

Recorded: November 18, 2009  
Recording No.: 2009100766

Amendment and/or modification by instrument:

Recorded: March 27, 2012  
Recording No.: 2012022917

11. Limited access as set forth in decree entered in Circuit Court, Washington County, in favor of the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from, or across the State Highway other than expressly provided therein shall attach to the abutting property. Filed December 23, 1955, Case No. 18334, and as modified by instruments Recorded June 26, 1972 in Book 874, Page 105; November 13, 1973 in Book 952, Page 930; and April 20, 1979, as Recording No. 79-033462.

12. Covenants, conditions, restrictions and/or setbacks as shown on the recorded plat of Partition Plat No. 1995-110.

Affidavit of Survey Correction:

Recorded: November 16, 1995  
Recording No.: 95084491

13. Construction, Operating and Reciprocal Easement Agreement and the terms and conditions thereof:

Recorded: November 16, 1995  
Recording No.: 95084802

Amendment and/or modification by instrument:

Recorded: May 16, 1996  
Recording No.: 96043223

Amendment and/or modification by instrument:

Recorded: December 6, 2000  
Recording No.: 2000097801

Amendment and/or modification by instrument:

Recorded: June 20, 2001  
Recording No.: 2001059405

Amendment and/or modification by instrument:

Recorded: March 17, 2005  
Recording No.: 2005028302

14. Restrictive Covenant and the terms and conditions thereof:

Recorded: November 16, 1995  
Recording No.: 95084803

15. Easement and the terms and conditions thereof:

Grantee: Eastern Western Corporation  
Purpose: Waterline  
Affects: As located  
Recorded: June 5, 2001  
Fee No.: 2001053140

16. Easement and the terms and conditions thereof:

Grantee: Portland General Electric Company, an Oregon corporation  
Purpose: Underground distribution and incidental purposes  
Affects: As located  
Recorded: August 25, 2006  
Fee No.: 2006102118

17. Unrecorded Lease:

Lessor: JPMCC 2006-CIBC14 12th Street Market, LLC, an Oregon limited liability company  
Lessee: Kohl's Department Stores, Inc., a Delaware corporation  
Disclosed By: Memorandum of Lease  
Recorded: August 2, 2012  
Fee No.: 2012063134

18. Easement and the terms and conditions thereof:

Grantee: City of Sherwood. an Oregon municipal corporation  
Purpose: Water line easement  
Affects: As located  
Recorded: March 8, 2013  
Fee No.: 2013021615

19. Financing Statement and the terms and conditions thereof:  
 Secured Party: Bank of The Pacific  
 Debtor: Centro Chiropractic Clinic of Oregon, LLC  
 Covers: Personal property and fixtures located on property herein described.  
 Recorded: May 22, 2013  
 Fee No.: 2013046238
20. Assignment of Rents, including the terms and conditions thereof:  
 Assignor: Centro Chiropractic Clinic of Oregon, LLC  
 Assignee: Bank of the Pacific  
 Recorded: June 3, 2013  
 Fee No.: 2013049971
21. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
22. Matters as shown on ALTA/NSPS LAND TITLE SURVEY prepared by John D. Putnam, Oregon P.L.S., Registration No. 2676, as follows:  
 A) Public sidewalk encroaches onto subject property at intersection of US Hwy 99 West and SW 12th Street.  
 B) Buried power as marked on ground along US Hwy 99 West falls outside of easement at various locations.
23. Agreement and the terms and conditions thereof:  
 By and Between: JPMCC 2006-CIBC14 12th Street Market, LLC., an Oregon limited liability company and Kohl's Department Stores, Inc., a Delaware corporation  
 Recorded: February 19, 2013  
 Recording No.: 2013015282  
 Regarding: Easement Agreement
24. Private Stormwater Facility Access & Maintenance Covenant and the terms and conditions thereof:  
 Recorded: March 8, 2013  
 Recording No.: 2013021616

**END OF EXCEPTIONS**

**NOTES:**

NOTE (a): We find no judgments or Federal Tax Liens against JPMCC 2006-CIBC14 12th Street Market, LLC, a Oregon limited liability company.

NOTE (b): We find no judgments or Federal Tax Liens against Pacific West Land, LLC.

NOTE (c): Taxes paid in full for 2012-2013:

Levied Amount: \$150,558.22  
Account No.: R2053727  
Levy Code: 088.30  
Map No.: 2S13DD-02500

NOTE (d): As disclosed by the county tax rolls, the 2012-2013 real market value for said property is:

Land: \$ 4,960,020.00  
Improvements: \$11,694,570.00  
Total: \$16,654,590.00

NOTE (e): We find the following Deeds of record on the subject property recorded within the last 24 months:

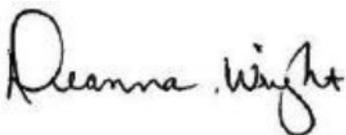
Type of Document: Trustee's Deed  
Dated: September 23, 2011  
Recorded: July 9, 2012  
Fee No.: 2012055617  
Grantor: R. Gibson Masters  
Grantee: JPMCC 2006-CIBC14 12th Street Market, LLC  
Consideration: \$9,200,000.00

NOTE (f): Evidence of the authority of the individual(s) to execute the forthcoming document(s) for Pacific West Land, LLC, along with copies of the current Operating Agreement, should be submitted prior to close, together with a showing that the Certificate of Formation has been filed.

**NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reliance thereon.**

**After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transactions will apply.**

**Stewart Title Company**



Deanna Wright, Title Officer

**Phone:** (503) 290-5504

**Fax:** (866) 392-1810

**Email:** deanna.wright@stewart.com

LA/dw/lh

## STG Privacy Notice 1 (Rev 01/26/09) 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 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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>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.</p>
<b>What sharing can I limit?</b>	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, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



1410 SW Jefferson Street  
 Portland, OR 97201  
 Phone: (503)278-3600  
 Fax: (503)278-3582  
[www.nextitle.com](http://www.nextitle.com)

**PRELIMINARY TITLE REPORT  
 FOR ISSUING TITLE INSURANCE**

ORDER NO.: NXOR-0046092

PARTY REFERENCE: JPMCC 2006-CIBC14 12th Street Market LLC/To Follow

PROPERTY ADDRESS: 16555 NW 12th St, Sherwood, OR 97140

CLIENT REFERENCE: 01-12026459-01T

**Nextitle, A Title & Escrow Co. is prepared to issue title insurance as of the effective date** and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

This report is for the exclusive use of the persons to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel, amend, or supplement this report for any reason.

Date Prepared: February 24, 2012

We value your business and thank you for placing your order with us.

**For assistance, please contact:**

TITLE UNIT: Wayne Wagner, Title Officer  
 Tammera Bush, Title Officer  
 Tom Erickson, Lead Title Officer

Phone: (503)278-3620  
 Phone: (503)278-3609  
 Phone: (503)278-3610  
 Email: [ortitleteam@nextitle.com](mailto:ortitleteam@nextitle.com)

SCHEDULE A, Page No. 2

The effective date of this preliminary title report is: 8:00AM on February 13, 2012

1. The Policy or Policies to be issued:

Fees:

ALTA Standard Owner's Policy (6/17/06) For \$To Follow  
Basic Rate Applied to Premium

\$To Follow

Proposed Insured: To Follow

Local Govt. Lien Search

\$25.00

2. The estate or interest in the land described or referred to in this report is:

Fee Simple

3. Title to the land described herein is vested in:

JPMCC 2006-CIBC14 12th Street Market, LLC, an Oregon limited liability company, who acquired title as JPMCC 2006-CIBC14 12th Street Market, LLC

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

Legal description attached hereto and made a part hereof marked Exhibit "A"

**SCHEDULE B, Page No. 3**

Except for the items properly cleared through closing, the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

**EXCEPTIONS:**

6. NOTE: 2011-2012 TAXES ARE PAID IN FULL and are being shown for information purposes only. Original Amount: \$146,463.68, Account No: R2053727, Levy Code: 088.30, Map: 2S130D-02500
7. Municipal liens, if any, imposed by the City of Sherwood. We find none per the public records as of the effective date hereof.
8. Limited access as set forth in decree entered in Circuit Court, Washington County, in favor of the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from, or across the State Highway other than expressly provided therein shall attach to the abutting property. Filed December 23, 1955, Case No. 18334, and as modified by instruments Recorded June 26, 1972 in Book 874, Page 105; November 13, 1973 in Book 952, Page 930; and April 20, 1979, as Recording No. 79-033462.
9. An easement disclosed by instrument, Recorded: June 28, 1978, Recording No.: 78-029128, In favor of: The City of Sherwood, a municipal corporation, For: Permanent slopes
10. Covenants, conditions, restrictions and/or setbacks as shown on the recorded plat of Partition Plat No. 1995-110.  
Affidavit of Survey Correction, Recorded: November 16, 1995, Recording No.: 95-084491.
11. Construction, Operating and Reciprocal Easement Agreement, including the terms and provisions thereof, Recorded: November 16, 1995, Recording No.: 95-084802; amended May 15, 1996 as Recording No. 96-43223; amended December 6, 2000 as Recording No. 2000-097801; amended June 20, 2001 as Recording No. 2001-059405; and amended March 17, 2005 as Recording No. 2005-028302.

**SCHEDULE B, Page No. 4**

12. Restrictive Covenant, including the terms and provisions thereof, Recorded: November 16, 1995, Recording No.: 95-084803
13. An easement disclosed by instrument, Recorded: June 5, 2001, Recording No.: 2001-053140, In favor of: Eastern Western Corporation, For: Waterline
14. Rights of tenants, as tenants only, in unrecorded leaseholds.
15. Personal property taxes, if any.
16. This report does not include a search for financing statements filed in the office of the Secretary of State or in a county other than the county in which the subject proeprerty is situated, and no liability is assumed if a financing statement is filed in the Office of the Secretary of State affecting the subject property, nor is any liability assumed for financing statements recorded in the county in which the subject property is located, wherein the lands are described in a manner not meeting the requirments of ORS 93.600.
17. A copy of the Articles of Organization and of the Operating Agreement of JPMCC 2006-CIBC14 12th Street Market, LLC, an Oregon limited liability company, any amendments thereto, and any assignments of members' interests, should be furnished to us prior to closing. Any conveyance or encumbrance must be executed by all the members unless otherwise provided for in the Articles of Organization.

**INFORMATIONAL NOTES:**

1. The herein described property is within, and is subject to the regulations and restrictions of the Sherwood Urban Renewal Plan, as imposed by the City of Sherwood in Ordinance 2000-1098, including any amendments thereto.
2. No search has been made or will be made for water, sewer, or storm drainage charges. Buyers should check with the appropriate City bureau or water/sewer district and obtain a final reading. Such charges are not adjusted in escrow.
3. We have searched and find no federal or state liens or judgments of record in Washington County, Oregon against JPMCC 2006-CIBC14 12th Street Market, LLC, an Oregon limited liability company.
4. CHAIN OF TITLE: The county deed records show the following conveyance or conveyances affecting the subject property recorded during the period beginning 24 months before, and ending on, the effective date of this report: Title of conveyance: Trustee's Deed, Recorded: September 26, 2011, as Recording No.: 2011-066631

SCHEDULE B, Page No. 5

5. NOTE: If an ALTA Extended Lenders Coverage Policy is desired, exceptions 1 through 5 may be modified or eliminated from the policy based upon receipt and review of additional evidence of insurability, including but not necessarily limited to, the following:

(i) A survey of the subject property. Should a survey not be required for loan purposes, the Company could consider other alternatives, such as an inspection or review of a site plan. Please contact your Company representative for assistance.

(ii) Proof that there are no parties in possession or claiming the right to be in possession other than the vestee herein and that there are no existing leases or tenancies.

(iii) Satisfactory evidence or indemnity that there are no statutory liens for labor or material, including liens for contributions due to the State of Oregon for unemployment compensation and for workmen's compensation which have not gained or hereafter may gain priority over the lien of the insured mortgage, which liens do not now appear of record.

(iv) Payment of additional premium charged for the extended coverage risk.

6. RECORDING PROCEDURE FOR THIS COUNTY:

Send recording documents "First Overnight" Federal Express to the following address:

NexTitle · 1410 SW Jefferson St., Portland, OR 97201

Contact NexTitle, formerly Northwest Title, to Release Recordings: 503-278-3600

SERVICE NOTE: We promote a culture of excellence. If we have achieved this with you, please let us know at [compliments@nextitle.com](mailto:compliments@nextitle.com). If we have not, please let us know at [complaints@nextitle.com](mailto:complaints@nextitle.com).

LENDER NOTE: Nextitle, A Title & Escrow Co. is the correct name to use if you are going to use this company as the trustee for a trust deed in this transaction.

RECORDING CHARGES (per document)

COUNTY	FIRST PAGE	EACH ADDITIONAL PAGE
Washington	\$36.00	\$5.00

Multiple transaction documents bear an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

REDUCED RATES: It is our policy to identify a reduced title insurance charge on Schedule A when it appears to us that your transaction qualifies for a reduced rate. The reduction usually is computed as a percentage of the Company's basic rate. If a reduced charge appears on Schedule A, it is one of the following:

Short Term Rate: A discount of 25% of the basic rate applies when title insurance has been issued for the property within the previous three years.

Builder-Developer Rate: A discount of 35% of the basic rate may apply when a party to the transaction is a builder or developer and the property is residential.

Lender Post-Foreclosure Rate: A discount of 35% of the basic rate may apply when a seller acquires the property through foreclosure.

**SCHEDULE B, Page No. 6**

Contract Fulfillment Rate: A discount of up to 50% of the basic rate may apply to an owner's policy issued upon fulfillment of a previously insured land sale contract.

Leasehold to Owner's Conversion Rate: A previously insured lessee who exercises an option to purchase in the lease may obtain title insurance for the purchase with a 50% credit from the previous policy.

Post-Construction Permanent Loan Rate: A discount of up to 75% of the basic rate may apply to a loan policy for a permanent mortgage when it refinances a previously insured construction loan.

Reorganization Rate: A discount of up to 65% of the basic rate may apply for title insurance to a business entity that is affiliated with a previously insured business entity.

Corporate Employee Transfer Rate: When a corporation transfers an employee from one area to another and the employee's corporation or one rendering employee transfer services acquires the employee's property with title insurance, a discount of up to 50% applies to the resale.

Simultaneous Issue Rate: A special rate may apply when two or more policies are issued simultaneously, such as a loan policy with an owner's policy or two loan policies.

IF YOU THINK A REDUCED RATE APPLIES TO YOUR TRANSACTION BUT IT DOES NOT APPEAR ON SCHEDULE A, PLEASE INFORM YOUR ESCROW OR TITLE OFFICER.

**End of Report**

**EXHIBIT "A"**

PART OF PARCEL 2 AND ALL OF PARCEL 3, PARTITION PLAT NO. 1995-110, IN THE CITY OF SHERWOOD, COUNTY OF WASHINGTON, STATE OF OREGON, AS ADJUSTED BY LOT LINE ADJUSTMENT DEED DATED MAY 14, 1996 AND RECORDED IN DEED RECORD NO. 96-043221, WASHINGTON COUNTY, OREGON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF SHERWOOD, COUNTY OF WASHINGTON AND STATE OF OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S CENTERLINE STATION "SO" 30+95.73 AS SHOWN ON OREGON STATE HIGHWAY DRAWING NO. 1A-22-3, DATED MAY 9, 1990, AND RECORDED AS SURVEY NO. 23,761, WASHINGTON COUNTY SURVEY RECORDS, SAID POINT BEARS SOUTH 1,134.11 FEET FROM A BRASS CAP MONUMENT MARKING THE EAST ONE-QUARTER CORNER OF SAID SECTION 30; THENCE WEST 37.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF N. SHERWOOD BOULEVARD, BEING THE INITIAL POINT AND TRUE POINT OF BEGINNING OF PARTITION PLAT NO. 1995-110; THENCE CONTINUING WEST 8.00 FEET TO A POINT ON THE EAST LINE OF PARCEL 3 IN SAID PARTITION PLAT, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 35.28 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE NORTH 89°57'52" WEST 449.97 FEET TO THE BEGINNING OF A TANGENT 365.00 FOOT RADIUS CURVE LEFT; THENCE ON THE ARC OF SAID CURVE 243.67 FEET, THROUGH A CENTRAL ANGLE OF 38°15'00" (CHORD BEARS SOUTH 70°54'38" WEST 239.17 FEET); THENCE SOUTH 51°47'08" WEST 148.43 FEET TO THE BEGINNING OF A TANGENT 165.00 FOOT RADIUS CURVE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 245.11 FEET, THROUGH A CENTRAL ANGLE OF 85°06'48" (CHORD BEARS NORTH 85°39'28" WEST 223.19 FEET); THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID N.W. 12TH STREET, NORTH 43°06'04" WEST 104.32 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PACIFIC HIGHWAY (HIGHWAY 99W); THENCE ALONG SAID SOUTHEASTERLY LINE (60 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EASTBOUND LANE THEREOF) NORTH 47°08'43" EAST 497.18 FEET TO A POINT 60 FEET SOUTHEASTERLY OF ENGINEER'S CENTERLINE STATION 417+50 P.O.T. OF SAID EASTBOUND LANE WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE PERPENDICULAR TO SAID CENTERLINE, NORTH 42°51'17" WEST 10.00 FEET TO A POINT 50.00 FEET FROM SAID CENTERLINE STATION 417+50 P.O.T. OF SAID EASTBOUND LANE; THENCE CONTINUING ALONG THE SAID SOUTHEASTERLY LINE OF PACIFIC HIGHWAY (50.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EASTBOUND LANE THEREOF) NORTH 47°08'43" EAST 263.45 FEET TO A POINT; THENCE SOUTH 42°54'36" EAST 194.50 FEET TO A POINT; THENCE NORTH 47°05'24" EAST 28.00 FEET TO THE MOST WESTERLY CORNER OF PARCEL 1 OF SAID PARTITION PLAT; THENCE SOUTH 42°54'36" EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, 200.00 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 50°08'54" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 A DISTANCE OF 185.26 FEET TO THE MOST EASTERLY CORNER THEREOF, SAID CORNER BEING 45 FEET SOUTHWESTERLY FROM THE CENTERLINE OF N. SHERWOOD BOULEVARD; THENCE SOUTH 42°54'36" EAST 3.86 FEET TO A POINT, SAID POINT LYING 45 FEET SOUTHWESTERLY AT RIGHT ANGLES FROM ENGINEER'S STATION "SO" 27+77.44 P.C.; THENCE ON THE ARC OF A TANGENT 380.00 FOOT RADIUS CURVE RIGHT 284.59 FEET, THROUGH A CENTRAL ANGLE OF 42°54'36" (CHORD BEARS SOUTH 21°27'18" EAST 277.98 FEET) TO THE TRUE POINT OF BEGINNING.

