



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Office of the Metro Attorney
600 NE Grand Avenue
Portland, OR 97232

Customer Ref.: _____
Order No.: 472522000062
Effective Date: December 30, 2021 at 08:00 AM
Charge: \$250.00

The information contained in this report is furnished by Chicago Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Metro, a metropolitan service district organized under the laws of the State of Oregon and Metro Charter

Premises. The Property is:

(a) Street Address:

2060 N. Marine Drive, Portland, OR 97217

(b) Legal Description:

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

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. Note: Taxes, including the current fiscal year, not assessed because of Other Municipal Corporations Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Levy Code: 710

Account No.: R323452

Map No.: 2N1E33-00200

(Affects Parcels I, II, III, IV and VI)

Levy Code: 210

Account No.: R314517

Map No.: 1N1E4-00100

(Affects Parcel V)

Levy Code: 710

Account No.: R323497

Map No.: 2N1E33D-01400

(Affects Parcel IX)

2. City Liens, if any, in favor of the City of Portland. No search has been made as to the existence of any liens. A search will be conducted, for an additional charge, only upon request of the Assured herein named.
3. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of the Columbia River.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of the Columbia River.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of the Columbia River.

(Affects Parcel IX)

4. Rights of the public to any portion of the Land lying within the area commonly known as N. Marine Drive.
5. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Pacific Stages Telephone and Telegraph Company and Western Union Telegraph Company
Purpose: Telephone and telegraph lines and appurtenances
Recording Date: March 23, 1911
Book: 534
Page: 172
Affects: Exact location not disclosed

6. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Portland Gas & Coke Company
Purpose: Gas main and service pipes
Recording Date: January 31, 1916
Book: 696
Page: 83
Affects: Exact location not disclosed
7. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Peninsula Industrial Co.
Purpose: Sewer and water main
Recording Date: July 7, 1921
Book: 854
Page: 226
Affects: Parcel I
8. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Peninsula Industrial Company
Purpose: Right of way
Recording Date: June 16, 1934
Book: 254
Page: 249
Affects: The Westerly portion of Parcel IX
9. Covenants, Conditions, Restrictions and Easements but omitting any covenants or restrictions, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in the document:
Recording Date: April 3, 1937
Book: 390
Page: 209
(Affects Parcels III, IV and V)
10. Covenants, Conditions, Restrictions and Easements but omitting any covenants or restrictions, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in the document:
Recording Date: May 3, 1937
Book: 395
Page: 460
(Affects Parcel III)
11. Covenants, Conditions, Restrictions and Easements but omitting any covenants or restrictions, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in the document:
Recording Date: November 19, 1937
Book: 425
Page: 521
(Affects Parcel III)

12. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Portland General Electric Company
Purpose: Pole line
Recording Date: January 19, 1951
Book: 854
Page: 226
Affects: Parcel I
13. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Kernan Livestock Farm
Purpose: Ingress and egress
Recording Date: March 7, 1955
Book: 1709
Page: 486
Affects: The Westerly portion of Parcel I
14. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: The State of Oregon, by and through its State highway Commission
Purpose: Slope
Recording Date: March 17, 1955
Book: 1711
Page: 516
Affects: The Northeasterly portion of Parcel II
15. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Multnomah County
Purpose: Construction and maintenance of a slope
Recording Date: May 4, 1959
Book: 1953
Page: 186
Affects: The Westerly portions of Parcels I and VI
16. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: King Broadcasting Company, a Washington corporation
Purpose: Right of way
Recording Date: May 15, 1959
Book: 1955
Page: 242
Affects: The Southerly portions of Parcels III and IV
17. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Peninsula Drainage District No. 1
Purpose: Right of way
Recording Date: July 2, 1963
Book: 2175
Page: 348
Affects: Parcel IX
18. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Peninsula Drainage District No. 1
Purpose: Right of way
Recording Date: July 2, 1963
Book: 2175
Page: 354
Affects: Parcel V

19. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Peninsula Drainage District No. 1
Purpose: Right of way
Recording Date: July 2, 1963
Book: 2175
Page: 363
Affects: Parcel IX
20. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Portland
Purpose: Waterline
Recording Date: August 17, 1973
Book: 944
Page: 389
Affects: A 10 foot wide strip through Parcels II and IV
21. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: The State of Oregon, by and through its Department of Transportation, Highway Division
Purpose: Installation, use and maintenance of highway informational signs
Recording Date: March 10, 1983
Recording No.: 83-014988
Book: 1650
Page: 1594
Affects: The Northerly portion of Parcel II
22. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Portland General Electric Company
Purpose: Electric power line
Recording Date: August 3, 1984
Recording No.: 84-054450
Book: 1765
Page: 1058
Affects: A 10 foot wide strip through Parcels III and IV
23. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Pacific Northwest Bell Telephone Company
Purpose: Underground communication lines, conduit, manholes and 2 above ground cabinets
Recording Date: May 13, 1985
Recording No.: 85-032078
Book: 1823
Page: 280
Affects: The Northerly portion of Parcel II
24. City of Portland Conditional Use Request No. CU 163-87, including the terms and provisions thereof;
Recording Date: March 21, 1988
Recording No.: 88-019702
Book: 2088
Page: 1526
(Affects Parcel V)

25. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: The City of Portland
Purpose: Sewer
Recording Date: April 18, 1988
Recording No.: 88-027708
Book: 2095
Page: 2411
Affects: A strip through the Westerly portion of Parcel IX
26. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: The Department of Transportation, Highway Division
Purpose: Slopes
Recording Date: March 19, 1990
Recording No.: 90-022807
Book: 2285
Page: 1017
Affects: The Easterly portions of Parcels II an III
- The above document was re-recorded by instrument;
Recording Date: March 1, 1993
Recording No.: 93-025983
Book: 2654
Page: 1073
27. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: The Department of Transportation
Purpose: Construct and maintain slopes, install curbs and a highway sign
Recording Date: June 16, 1992
Recording No.: 92-065561
Book: 2554
Page: 2629
Affects: The Northerly portion of Parcel II

28.

28. Easement for the purposes shown below and rights incidental thereto, as granted in a document:
Granted to: Department of Transportation, Highway Division
Purpose: Bike path and storm drain
Recording Date: August 12, 1993
Recording No.: 93-106891
Book: 2737
Page: 968
Affects: A strip through Parcel IX

The above document was re-recorded by instrument;
Recording Date: March 29, 1999
Recording No.: 99-062229
29. Any Reservations, Easements or other matters in the proceedings occasioning the abandonment or vacation of an Unnamed Street:
Recording Date: August 23, 1993
Recording No.: 93-111909
Affects: Parcels I, II, III, IV and VI
30. City of Portland Conditional Use Request No. 96-00202 CU DZ AD, including the terms and provisions thereof;
Recording Date: June 5, 1996
Recording No.: 96-084799
31. Development Agreement, including the terms and provisions thereof;
Executed by: Metropolitan Exposition-Recreation Commission and the City of Portland
Recording Date: June 14, 1996
Recording No.: 96-090530
32. Indemnity Agreement, including the terms and provisions thereof;
Executed by: Metropolitan Exposition-Recreation Commission and the City of Portland
Recording Date: June 14, 1996
Recording No.: 96-090531
33. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
Granted to: U.S. West Communications, Inc., a Colorado corporation
Purpose: Telecommunications facilities
Recording Date: December 17, 1996
Recording No.: 96-188843
Affects: The Westerly central portion of Parcel VI
34. City of Portland Land Use Review Document No. 99-0015 CU DZ AD, including the terms and provisions thereof;
Recording Date: April 7, 2000
Recording No.: 2000-048354
35. City of Portland Land Use Review Document No. 01-00107DZ, including the terms and provisions thereof;
Recording Date: May 4, 2001
Recording No.: 2001-064828
(Affects Parcels I, II, III, IV, V and VI)
36. City of Portland Land Use Review Document No. LUR 01-00789 EN, including the terms and provisions thereof;
Recording Date: August 26, 2002
Recording No.: 2002-150423
(Affects Parcels I, II, III, IV and VI)

And revised by instrument;
Recording Date: January 22, 2003
Recording No.: 2003-014437

37. Easement Agreement, including the terms and provisions thereof;
Executed by: Metro and the Port of Portland
Recording Date: December 24, 2003
Recording No.: 2003-299151
38. Operations & Maintenance Form, Private Stormwater Management Facilities, including the terms and provisions thereof;
Recording Date: January 5, 2015
Recording No.: 2015-000661
(Affects Parcels I, II, III, IV, V and VI)
39. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
40. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review.

ADDITIONAL
NOTES _____

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

Fiscal Year: 2021-2022

Amount: \$22,286.06

Levy Code: 710

Account No.: R323452

Map No.: 2N1E33-00200

(Affects Parcels I, II, III, IV and VI)

The lien amount of the assessment shown below is included in, the property taxes shown above.

Assessment: Peninsula Drainage District No. 1

Amount: \$22,286.06

Amount: \$6,336.76

Levy Code: 201

Account No.: R314517

Map No.: 1N1E04-00100

(Affects Parcel V)

The lien amount of the assessment shown below is included in, the property taxes shown above.

Assessment: Peninsula Drainage District No. 1

Amount: \$6,336.76

Amount: \$613.50

Levy Code: 201

Account No.: R323497

Map No.: 2N1E33D-01400

(Affects Parcel IX)

The lien amount of the assessment shown below is included in, the property taxes shown above.

Assessment: Peninsula Drainage District No. 1

Amount: \$613.50

Chicago Title Company of Oregon
Order No. 472522000062

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Emmett Brennan
503-469-4148
Emmett.Brennan@TitleGroup.FNTG.com

Chicago Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"

Order No.: 472522000062

PARCEL I:

A tract of land in Section 33, Township 2 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on a line drawn at right angles to the Union Meat Company base line at Station 34+35.04 thereof, said point being 100 feet distant Southerly from said base line; thence Southerly in a course at right angles to said base line South 23°28' West 722 feet to a point; thence Easterly in a course South 66°32' East parallel with said base line 1051 feet to a point; thence Northerly in a course North 23°28' East at right angles to said base line 622 feet to a point which bears 100 feet Southerly and at right angles to said base line; thence North 66°32' West parallel to said base line 1051 feet to the point of beginning.

TOGETHER WITH that portion of a vacated street which inured thereto by Ordinance No. 166754.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division, by instrument recorded August 12, 1993 in Book 2737, Page 968, and re-recorded March 29, 1999 as Recorder's Fee No. 99-062229.

PARCEL II:

A tract of land in Section 33, Township 2 North, Range 1 East of the Willamette Meridian, and in Section 4, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point which is 88.1 feet Southerly from and at right angles to Station 45+36.04 on the Union Meat Company's base line; running thence South 66°32' East, 707 feet; thence along a curve to the right whose radius is 617.27 feet and whose initial tangent bears South 66°32' East, a distance of 45.76 feet; thence South 23°28' West 630.5 feet; thence North 66°32' West 756.03 feet; thence North 23°28' East 633.9 feet to the point of beginning.

EXCEPTING those portions conveyed to the State of Oregon by Deeds recorded April 19, 1943, in Book 743, Page 332, Deed Records, March 17, 1955, in Book 1711, Page 516, Deed Records, and April 4, 1963, in Book 2161, Page 380, Deed Records.

TOGETHER WITH that portion of a vacated street which inured thereto by Ordinance No. 166754 recorded August 23, 1993 in Book 2742, Page 628.

FURTHER EXCEPTING THEREFROM that portion deeded to Tri-Met by Deed recorded May 30, 2003 as Recorder's Fee No. 2003-125634.

PARCEL III:

A tract of land in Section 33, Township 2 North, Range 1 East of the Willamette Meridian, and Section 4, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, bounded and described as follows:

EXHIBIT "A"

(continued)

Beginning at the Southeast corner of that 11 acre tract conveyed to Pacific International Association by the Peninsula Industrial Company by Deed recorded in Book 222, Page 236, Deed Records; running thence South 23°28' West 794.5 feet, more or less, to the North line of that 80 acre tract conveyed to the Oregonian Publishing Company by the Peninsula Industrial Company by Deed recorded August 18, 1936, in Book 350, Page 524, Deed Records; running thence North 82°00' West along said North line 117.0 feet, more or less, to the East line of that 10.33 acre tract conveyed to the Oregonian Publishing Company by the Peninsula Industrial Company by Deed recorded March 5, 1931, in Book 218, Page 118, Deed Records; running thence North 7°44' West along the East line of said 10.33 acre tract, 370.25 feet, more or less, to the Northeast corner of said 10.33 acre tract; thence running North 58°18' West along the North line of that 5.1 acre tract conveyed to the Oregonian Publishing Company by the Kernan Livestock Farms, Inc., by Deed recorded in Book 404, Page 364, Deed Records, 930.0 feet, more or less, to the East line of that 14.13 acre tract conveyed to A.R. Benson and E.L. Pennock by Deed recorded in Book 417, Page 265, Deed Records; running thence North 23°28' East along the East line of said 14.13 acre tract, 276.6 feet, more or less, to the South line of that 100-foot right of way conveyed to the Peninsula Terminal Company by the Peninsula Industrial Company by Deed recorded March 16, 1931, in Book 120, Page 1, Deed Records; running thence South 66°32' East along the South line of said 100-foot right of way, 418 feet, more or less, to the Southeast corner of said 100-foot right of way; thence North 23°28' East along the East line of said 100-foot right of way; 100 feet to the Northeast corner of said 100-foot right of way; thence South 66°32' East running along the South line of said 11 acre tract conveyed to the Pacific International Association by the Peninsula Industrial Company, 806.03 feet, more or less, to the point of beginning.

EXCEPTING the portion conveyed to King Broadcasting Company by Deed recorded May 14, 1959, in Book 1955, Page 106, Deed Records.

TOGETHER WITH that portion of a vacated street which inured thereto by Ordinance No. 166754 recorded August 23, 1993 in Book 2742, Page 628, Deed Records.

FURTHER EXCEPTING THEREFROM that portion deeded to Tri-Met by Deed recorded May 30, 2003 as Recorder's Fee No. 2003-125634.

FURTHER EXCEPTING THEREFROM that portion deeded to Metro by Deed recorded December 24, 2003 as Recorder's Fee No. 2003-299145.

PARCEL IV:

The following described property situated in the Northeast quarter of Section 4, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at the Northeast corner of a certain 10.33 acre tract conveyed by Oregonian Publishing Company to Pioneer Broadcasters, Inc., by Deed recorded in Book 1449, Page 591, Deed Records, said point being South 69°14' West 1,403.24 feet from the Northeast corner of Section 4, Township 1 North, Range 1 East of the Willamette Meridian; thence North 58°18' West 641.24 feet to a point in the East line of a 50-foot easement road; thence along said East line South 23°28' West 101.33 feet; thence South 66°32' East 637.27 feet; thence North 7°44' West 9.80 feet to the point of beginning.

ALSO commencing at the Northeast corner of a certain 10.33 acre tract conveyed by Oregonian Publishing Company to Pioneer Broadcasters, Inc., by Deed recorded in Book 1449, Page 591, Deed Records, said point being South 69°14' West 1403.24 feet from the Northeast corner of Section 4,

EXHIBIT "A"

(continued)

Township 1 North, Range 1 East of the Willamette Meridian; thence North 58°18' West 691.76 feet to a point in the West line of a 50-foot easement road and the true point of beginning of the tract to be described; thence along said West line South 23°28' West 108.55 feet; thence North 66°32' West 246.75 feet; thence North 28°45' East 142.95 feet; thence South 58°18' East 236.04 feet to the point of beginning.

TOGETHER WITH that portion of a vacated street which inured thereto by Ordinance No. 166754 recorded August 23, 1993 in Book 2742, Page 628, Deed Records

EXCEPTING THEREFROM that portion deeded to Metro by Deed recorded December 24, 2003 as Recorder's Fee No. 2003-299145.

PARCEL V:

A parcel of land in Section 4, Township 1 North, Range 1 East and Section 33, Township 2 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of the 11.06 acre tract conveyed to the Kernan Livestock Farm, Inc., by the Peninsula Industrial Company by Deed recorded in Deed Book 390, Page 209; running thence South 23°28' West along the West line of said 11.06 acre tract, 578.0 feet, more or less, to the Southwest corner of said 11.06 acre tract which point is also the Northwest corner of the 7.82 acre tract conveyed to the Kernan Livestock Farm by the Peninsula Industrial Company by Deed dated April 30, 1937, and recorded in Deed Book 395, Page 460; and also being the Southeast corner of the 21.60 acre tract conveyed by Peninsula Industrial Company to Portland Union Stock Yards Company, by a Deed recorded May 29, 1926 in Deed Book 1063, Page 15; said point being also described as being 1400 feet Southerly from and at right angles to Station 34+35.04 on the Union Meat Company's baseline at North Portland, Oregon; running thence South 23°28' West, 717 feet; thence South 66°32' East 363.7 feet, more or less, to the Northwest corner of the 80 acre tract conveyed by said Peninsula Industrial Company to Oregon Publishing Company by Deed recorded August 18, 1936 in Deed Book 350, Page 524; running thence North 60°23' East along said North line, 333.0 feet, more or less, to the Southwest corner of the 5.1 acre tract conveyed to the Oregon Publishing Company by the Kernan Livestock Farm, by Deed recorded June 24, 1937 in Deed Book 404, Page 364; running thence North 28°45' East along the West line of said tract 754.8 feet, more or less, to the Northwest corner of said tract; thence running North 23°28' East 276.6 feet, more or less, to the North line of said 11.0 acre tract; thence North 66°32' West along the North line of said 11.06 acre tract 633.0 feet, more or less, to the point of beginning.

EXCEPTING THAT portion in North Force Road described in Deed recorded August 1, 1958 in Book 1910, Page 138, Deed Records.

FURTHER EXCEPTING THEREFROM that portion deeded to the Port of Portland by Deed recorded December 24, 2003 as Recorder's Fee No. 2003-299144.

PARCEL VI:

A parcel of land situated in the Southeast quarter of Section 33, Township 2 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at Station 34+35.04 on the Union Meat baseline (the bearing of which is South 66°32'

EXHIBIT "A"

(continued)

East); thence South 23°28' West 822.00 feet; thence South 66°32' East 6.30 feet to the point of beginning, being a point in the East line of N. Force Avenue, County Road No. 2720; thence South 66°32' East 1044.70 feet; thence North 23°28' East 100.00 feet; thence North 66°32' West 622.74 feet; thence South 23°28' West 17.00 feet; thence North 66°32' West 421.96 feet to the East line of N. Force Avenue, County Road No. 2720; thence South 23°28' West along said East line 83.00 feet to the point of beginning.

AND

A parcel of land situated in the Southeast quarter of Section 33, Township 2 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at Station 34+35.04 on the Union Meat baseline (the bearing of which is South 66°32' East); thence South 23°28' West 722.00 feet; thence South 66°32' East 6.30 feet to the point of beginning, being a point in the East line of N. Force Avenue, County Road No. 2720; thence continuing South 66°32' East 421.96 feet; thence South 23°28' West 17.00 feet; thence North 66°32' West 421.96 feet to a point in the East line of N. Force Avenue, County Road No. 2720; thence along said East line North 23°28' East 17.00 feet to the point of beginning.

TOGETHER WITH that portion of a vacated street which inured thereto by Ordinance No. 166754 recorded August 23, 1993 in Book 2742, Page 628, Deed Records.

PARCEL VII:

"DELETED**

PARCEL VIII:

"DELETED**

PARCEL IX:

A tract of land in Section 33, Township 2 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at Station 44+86.04 on the Union Meat Company's base line at North Portland, Oregon, said station being on the West line of that 15 acre tract conveyed to the Kernan Live Stock Farm, Inc., by the Peninsula Industrial Company by Deed recorded December 13, 1934, in Book 274, Page 377, Deed Records; running thence South 23°28' West along said West line, 28.1 feet, more or less, to the North line of the right of way of the North Portland Road, No. 1284-A; running thence North 66°32' West along the North side of said North Portland Road, a distance of 1,051.0 feet; thence North 23°28' East 190 feet, more or less, to low water line of North Portland harbor; thence upstream along low water line of North Portland harbor, 1,051.3 feet, more or less, to the West line of said 15 acre tract conveyed to the Kernan Live Stock Farm, Inc., by the Peninsula Industrial Company; thence South 23°28' West, 106.3

EXHIBIT "A"

(continued)

feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the ownership of the State of Oregon in that portion lying below the line of mean highwater.

FURTHER EXCEPTING THEREFROM that portion described as Parcel 2 in Deed to Metro recorded March 29, 1999 as Recorder's Fee No. 99-062228.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY