



**PUBLIC RECORD REPORT  
FOR NEW SUBDIVISION  
OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Chicago Title Company of Oregon  
Phone No.: (503)973-7400

Date Prepared: February 2, 2024  
Effective Date: January 29, 2024 / 08:00 AM  
Charge: \$350.00  
Order No.: 472522001693  
Reference:

The information contained in this report is furnished to the Customer by Chicago Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

**REPORT**

- A. The Land referred to in this report is located in the County of Washington, State of Oregon, and is described as follows:  
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:  
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:  
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:  
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

**EXHIBIT "A"**  
**(Land Description)**

**Parcel I:**

Lot 5, Block 10, FIRST ADDITION TO BANKS, in the City of Banks, County of Washington, State of Oregon, and also a portion of Section 31, Township 2 North, Range 3 West of the Willamette Meridian, in the County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point on the East boundary of Lot 5, Block 10, FIRST ADDITION TO BANKS, 70.00 feet North of the Southeast corner thereof, which point is the Northeast corner of that tract conveyed to S.V. Brown and wife in Deed Book 282 page 339; thence West on the North line of said Brown tract 124.5 feet to the West line of said Lot 5; thence continuing West 30.00 feet; thence North 60.00 feet; thence East parallel with the North line of said Brown tract 30.00 feet to the West line of said Lot 5; thence continuing East parallel with the North line of said Brown tract 124.5 feet to the East line of said Lot 5; thence South on said East line 60.00 feet to the point of beginning.

**Parcel II:**

A portion of the Northeast and Southeast quarters of Section 36, Township 2 North, Range 4 West of Willamette Meridian, in Washington County, Oregon and being more particularly described as follows:

BEGINNING at the Southwest corner of "First Addition to Banks", said corner located on the South line of said Northeast quarter of Section 36; Thence South 89° 44' 51" West along said South line, 1134.42 feet to the Northeast corner of the Northwest quarter of said Southeast quarter; Thence South 00° 04' 24" East along the West line of said Northwest quarter, 970.16 feet; Thence leaving said West line, South 89° 55' 36" West, 60.00 feet; Thence North 00° 04' 24" West, parallel with said West line, 1029.97 feet to a point 60.00 feet, perpendicular measure, North of said South line of the Northeast quarter of Section 36; Thence parallel with said South line, North 89° 44' 51" East, 286.79 feet to the flood Plain line as determined on 'Parcel I' of Deed document Number 2007-023227 (Washington County Deed records); Thence along said flood Plain line the following courses:

North 00° 56' 17" East, 84.82 feet; Thence North 06° 10' 17" West, 73.27 feet; Thence North 00° 43' 26" East, 34.50 feet; Thence North 05° 50' 20" East, 34.13 feet; Thence North 17° 00' 03" East, 51.71 feet; Thence North 08° 17' 18" East, 17.00 feet; Thence North 26° 11' 12" East, 10.75 feet; Thence North 42° 04' 51" East, 21.60 feet; Thence North 27° 25' 49" East, 33.60 feet; Thence North 57° 41' 40" East, 96.82 feet; Thence North 66° 55' 58" East, 50.90 feet; Thence North 74° 43' 59" East, 86.22 feet; Thence North 73° 16' 00" East, 90.30 feet; Thence North 61° 39' 19" East, 71.55 feet; Thence North 64° 55' 13" East, 79.71 feet; Thence North 31° 48' 31" East, 124.09 feet; Thence North 51° 20' 25" West, 157.34 feet; Thence North 43° 12' 55" West, 52.09 feet; Thence North 29° 04' 32" West, 76.00 feet; Thence North 05° 57' 27" West, 74.52 feet; Thence North 13° 56' 17" East, 143.90 feet; Thence North 16° 03' 21" East, 113.96 feet; Thence North 09° 56' 33" East, 137.01 feet; Thence North 30° 35' 44" East, 88.76 feet; Thence North 54° 12' 05" East, 102.65 feet; Thence South 79° 31' 18" East, 32.26 feet; Thence South 88° 40' 13" East, 44.37 feet; Thence South 78° 43' 51" East, 39.33 feet; Thence North 64° 03' 46" East, 32.68 feet; Thence North 00° 00' 00" West, 394.86 feet; Thence North 39° 16' 00" West, 88.34 feet; Thence North 35° 08' 14" West 45.92 feet; Thence North 33° 40' 34" West, 33.78 feet; Thence North 15° 42' 06" West, 54.81 feet; Thence North 06° 23' 01" West, 45.41 feet; Thence North 00° 32' 07" East, 74.28 feet; Thence North 01° 11' 40" West, 49.19 feet; Thence North 06° 34' 51" East, 57.41 feet; Thence North 01° 41' 04" East, 41.08 feet; Thence North 16° 22' 15" East, 53.53 feet; Thence North 01° 22' 44" West, 57.44 feet to the Boundary of 'Parcel 1' of Deed Document Number 2007-023227; Thence leaving said flood plain line, North 51° 59' 39" East along said Boundary, 78.18 feet to an angle point therein; Thence continuing along said boundary, North 23° 00' 40" East, 153.85 feet to the South right-of-way line of NW Cedar Canyon Road, being 25.00 feet

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**EXHIBIT "A"**  
**(Land Description)**  
(continued)

from the centerline thereof; Thence South 89° 20' 21" East along said right-of-way line, 208.06 feet to the Northwest corner of said "First Addition To Banks"; Thence leaving said right-of-way line along the Boundary of said plat the following three (3) courses: South 00° 00' 00" East, 802.28 feet; Thence North 89° 22' 00" West, 30.00 feet; Thence South 00° 00' 00" East, 1837.10 feet to said Southwest of said plat and the point of beginning.

TOGETHER WITH an easement for ingress and egress as more fully set forth and described in instrument from the City of Banks, a municipal corporation, of Washington County, Oregon to Henry J. VanderZanden, et. ux., recorded January 5, 1966 in Book 583, Page 392, Washington County Deed Records.

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**EXHIBIT "B"**  
**(Tax Account and Map)**

APN/Parcel ID(s) R2204054 and R815997 as well as Tax/Map ID(s) 2N331BC05200, and 2N4360000600

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**EXHIBIT "C"**  
**(Vesting)**

Landcaster Development Corporation, an Oregon Corporation, as to Parcel I and Lone Oak Land & Investment Company, LLC, an Oregon limited liability company, as to a 50% interest and Wolverine Financial LLC, an inactive Oregon limited liability company, as to a 50% interest, as to Parcel II

**EXHIBIT "D"**  
**(Liens and Encumbrances)**

SPECIFIC ITEMS AND EXCEPTIONS:

1. City Liens, if any, in favor of the City of Banks.
2. The Land has been classified and specially assessed as Farmland, as disclosed by the tax roll, which states 'subject to potential additional tax liability'. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.  
Account No.: R2204054 and R815997
3. Terms and provisions of the certain benefiting access Easement, including any statutory road maintenance obligations:  
Granted to: Henry J. VanderZanden and Lena E. VanderZanden, husband and wife  
Purpose: Ingress and egress  
Recording Date: January 5, 1966  
Recording No: Book 583, Page 392  
Affects: Parcel II
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: City of Banks, Oregon, a municipal corporation  
Purpose: Sewer line and storm sewer  
Recording Date: January 24, 1968  
Recording No: Book 678, Page 359  
Affects: Parcel II
5. Matters as set forth in ALTA/NSPS Land Title Survey prepared by Pacific Community Design, Project No. 130-004, identified as follows:
  - a) Sign 3.5' south of property line (as shown).
  - b) Sign 4.5' south of property line (as shown).
  - c) Intentionally Deleted
  - d) Intentionally Deleted
6. Declaration of Covenants and Restrictions and Access Easement for the Dairy Creek Mitigation Bank, including the terms and provisions thereof  
Recording Date: May 30, 2023  
Recording No.: 2023-021812
7. Development Agreement, including the terms and provisions thereof  
Executed by: Wolverine Financial LLC, Lone Oak Land & Investment Company LLC and The City of Banks  
Recording Date: October 4, 2023  
Recording No.: 2023-041505

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage 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.
    - (2) Any 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, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

**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.



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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