

AFFIDAVIT OF CONSENT

The undersigned beneficiary of that certain trust deed recorded on September 13, 2023, in Instrument Number 2023-27783, Marion County, Oregon Deed Records, hereby consents to the partitioning of that certain property described on the attached Exhibit "A".

Dated this 24th day of May, 2024.

Wasatch Credit Association

By:

STATE OF OREGON

)

) SS

County of Clackamas

)

This instrument was acknowledged before me this 24th day of May, 2024,
by Michael Nelson as President
of Wasatch Credit Association.

Notary Public - State of Oregon

1010296

Commission Number

My commission expires: 3/22/25

Return Address:

LNC Development LLC
1233 NW Northrup St.
Portland, OR 97209

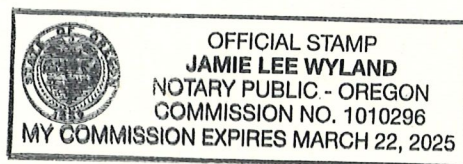


EXHIBIT "A"

All that property as conveyed to LNC Development LLC, an Oregon Limited Liability Company, by Instrument Number 2023-27782, Marion County Deed Records.

AFFIDAVIT OF CONSENT

The undersigned beneficiary of that certain trust deed recorded on June 7, 2024, in Instrument Number 2024-17127, Marion County, Oregon Deed Records, hereby consents to the partitioning of that certain property described on the attached Exhibit "A".

Dated this 15 day of October, 2024.

Alera Management Group LLC, an Oregon Limited Liability Company

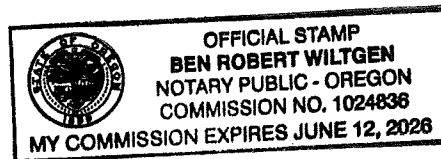
By: Ray Woodard

STATE OF OREGON)
) ss
County of Clatsop)

This instrument was acknowledged before me this 15 day of October, 2024,
by Gary Woolworth as CEO
of Alera

Notary Public - State of Oregon

1024836
Commission Number



My commission expires: 6-12-26

Return Address:
LNC Development LLC
1233 NW Northrup St.
Portland, OR 97209

EXHIBIT “A”

All that property as conveyed to LNC Development LLC, an Oregon Limited Liability Company, by Instrument Number 2023-27782, Marion County Deed Records.

AFFIDAVIT OF CONSENT

The undersigned beneficiary of that certain trust deed recorded on June 24, 2024, in Instrument Number 2024-18771, Marion County, Oregon Deed Records, hereby consents to the partitioning of that certain property described on the attached Exhibit "A".

Dated this 15th day of October, 2024.

Wasatch Credit Association

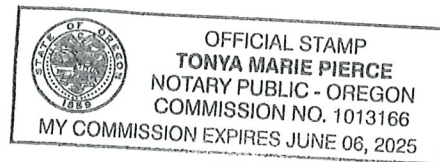
By: [Signature]

STATE OF OREGON)
) ss
County of Clackamas)

This instrument was acknowledged before me this 15th day of October, 2024,
by Michael Nelson as Managing Member
of Wasatch Credit Association

[Signature]
Notary Public - State of Oregon

1013166
Commission Number



My commission expires: 6-6-2025

Return Address:
LNC Development LLC
1233 NW Northrup St.
Portland, OR 97209

EXHIBIT “A”

All that property as conveyed to LNC Development LLC, an Oregon Limited Liability Company, by Instrument Number 2023-27782, Marion County Deed Records.

AFTER RECORDING RETURN TO:

Wachenberg Investment QOZB, LLC
3902 Rivers Edge Dr.
Lake Oswego, OR 97034

**DECLARATION OF PRIVATE STORM WATER, SANITARY SEWER, DOMESTIC AND FIRE WATER LINES,
AND FRANCHISE UTILITY EASEMENT AND AGREEMENT**

THIS DECLARATION OF ACCESS AND UTILITY EASEMENT (the "**Declaration**") is made on this 16th day of October, 2024, by **Wachenberg Investment QOZB**, an Oregon limited liability company ("**Declarant**"), to be effective upon recording in the real property records of Marion County, Oregon.

RECITALS:

- A. Declarant is the owner of the real property previously identified as Tax Lot 806 on Marion County Assessor Map 08 3W 12A (the "**Property**"), and was legally described as **Lot 23, Fairview Industrial Park – Phase III, as platted and recorded in Volume H47, Page 7, Book of Town Plats for Marion County, Oregon.**
- B. Declarant has partitioned the Property into two (2) parcels (each a "**Parcel**") and collectively the "**Parcels**") as shown on Partition Plat No. 202__-____ (the "**Plat**"), recorded in the Book of Partition Plats for Marion County, Oregon.
- C. Declarant desires to create a blanket access and utility easement that will provide access across the Parcels and for the installation, maintenance, repair, replacement, and enlargement of stormwater facilities, private sanitary sewer service, private water lines and franchise utilities (See Exhibit 1 attached), and to provide for the future use and maintenance of said easement.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the Property shall be sold, developed, conveyed, owned, and occupied subject to the provisions of this Declaration. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with said provisions of this Declaration, and it is binding on and inures to the benefit of the parties' successors in interest.

1. Declaration of Easement

Declarant hereby declares a perpetual, nonexclusive access and utility easement on, over, and across the Parcels for vehicular and pedestrian ingress and egress over all existing and future roadways and sidewalks and for the installation, use, maintenance, repair, replacement, and enlargement of

existing and future stormwater facilities, private sanitary sewer service, private water lines and franchise utilities (the "**Easement**").

2. Appurtenant

The Easement is appurtenant to the Property, shall run with the land, and the terms and conditions hereof shall be binding on and inure to the benefit of Declarant's heirs, successors, and assigns.

3. Scope of Easement

In addition to the scope of the Easement described in Section 1, above, this Easement shall include the right, privilege, and authority of the owners of the Parcels, and their agents, independent contractors and invitees, and any successors to enter upon the Easement and install, repair and maintain underground utilities and surface stormwater facilities over and across the ground embraced within the Easement.

4. Narrowing Scope/Relocation

An owner of any Parcel, using a surveyor licensed in the State of Oregon, shall have the right to determine the express location of all access points, roadways, and utilities in the Easement and to narrow the scope of the Easement accordingly, or to reasonably relocate the Easement in any manner that does not negatively affect the developability of any other Parcel. Any changes permitted by this section shall be made by written amendment and duly recorded in the real property records of Marion County, Oregon.

5. Cost

The cost of maintaining, repairing, and improving the Easement shall be shared equally by the owners of the Parcels if both Parcels materially benefit from those changes. If the cost of maintaining, repairing, and improving the stormwater facilities, private sanitary sewer service, private water lines or franchise utilities materially benefits only one Parcel then the Owner of that Parcel shall bear the expense.

6. Real Property Taxes

Each owner of the Parcels shall pay all real property taxes assessed to that owner's Parcel without apportionment thereof relating to this Declaration.

7. Amendments

Declarant has the right to amend this Declaration by recording said amendment(s) in the real property records of Marion County, Oregon.

8. Attorneys' Fees

In the event any action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Declaration, the prevailing party shall recover from the losing party reasonable attorneys' fees, together with all expenses, which may reasonably be incurred in taking such action,

including, but not limited to costs incurred in searching records, the costs of title reports and expert witness fees, and anticipated post-judgment collection costs. If any appeal is taken from any judgment or decree of the trial or bankruptcy court, the losing party shall pay the prevailing party in the appeal its reasonable attorneys' fees and costs in such appeal. Said sums shall be in addition to all other sums provided by law.

9. Time of Essence

Time is of the essence of the performance of each of the obligations under this Declaration.

10. Dispute Resolution

All disputes arising out of or related to this Declaration shall be resolved through arbitration.

11. Rule of Construction

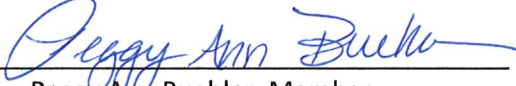
Any rule of construction interpreting a document against its drafter shall be inapplicable.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

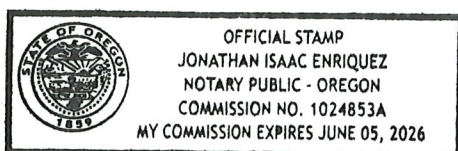
WACHENBERG INVESTMENT QOZB, LLC

By: 
Mark James Buehler, Member

By: 
Peggy Ann Buehler, Member

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on October 16, 2024, by Mark James Buehler and Peggy Ann Buehler, as Members of Wachenberg Investment QOZB, LLC, an Oregon limited liability company.



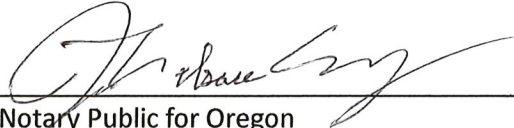

Notary Public for Oregon
My Commission Expires: 06/05/2026

EXHIBIT 1

SITE MAP OF PRIVATE UTILITIES INCLUDED IN DECLARATION OF
PRIVATE STORM WATER, SANITARY SEWER, DOMESTIC AND FIRE WATER LINES,
AND FRANCHISE UTILITY EASEMENT AND AGREEMENT

