

Attachment 6

CITY OF FLORENCE PLANNING COMMISSION

RESOLUTION PC 18 33 PUD 02 & PC 18 34 SUB 01

A REQUEST FOR PHASE 1 FINAL PUD AND TENTATIVE SUBDIVISION APPROVAL FOR CANNERY STATION, A MULTI-USE PLANNED UNIT DEVELOPMENT, LOCATED AT THE SOUTHEAST CORNER OF HIGHWAY 101 AND MUNSEL LAKE ROAD.

WHEREAS, application was made by Chuck McGlade, MD., Bryan Cavaness of American United, and Kristen Taylor of TBG Architects, representing Cannery Station LLC, for a Phase 1 Final PUD approval as required by Florence City Code 10-1-1-5, 10-23-1, 11-3-1 & 11-3-2; and

WHEREAS, the Planning Commission/Design Review Board met in a public hearing on March 12, 2019 and April 9, 2019, as outlined in Florence City Code 10-1-1-6-3 & 10-23-11 to consider the application, evidence in the record, and testimony received, and

WHEREAS, the Planning Commission/Design Review Board determined per FCC 10-1-1-5, 10-23-11, and 11-3-4 after review of the application, testimony and evidence in the record, that the application meets the criteria through compliance with certain Conditions of Approval; and

WHEREAS, the Planning Commission/Design Review Board of the City of Florence finds, based on the Findings of Fact, staff recommendation and evidence and testimony presented to them, that the application meets the applicable criteria.

NOW THEREFORE BE IT RESOLVED that the Planning Commission/Design Review Board of the City of Florence finds, based on the Findings of Fact and the evidence in record that:

The request for a preliminary PUD approval for Cannery Station Planned Unit Development meets the applicable criteria in Florence City Code and the Florence Realization 2020 Comprehensive Plan with the conditions of approval as listed below.

Conditions of Approval:

The application, as presented, meets or can meet applicable City codes and requirements, provided that the following conditions of approval are met.

Approval shall be shown on:

Exhibit	Sheet / Attachment	Title/Description	Submission Date
A	-	Findings of Fact	
A1.1	-	Findings of Fact – Cannery Station Final PUD Resolution PC 18 33 PUD 02 Revised Findings of Fact – Cannery Station Phase 1 Final PUD	March 5, 2019 Rev. March 6, 2019 April 8, 2019

A2.1	-	Findings of Fact – Cannery Station Tentative Subdivision Revised Findings of Fact – Cannery Station, Phase 1 Tentative Sub.	March 5, 2019 Revised April 8, 2019
A6.0	-	Exhibit List – Resolutions PC 18 33 PUD 02, PC 18 34 SUB 01, PC 18 35 DR 03, PC 18 40 DR 08, PC 18 41 DR 09	March 5, 2019 Rev. March 6, & April 9 & 22nd 2019
B	-	Applications, Application Narratives	-
B1.0	-	Applications – Final PUD, Tentative SUB, and Lot 2 DRs	Sept. 19, 2018
B2.1	-	Application Narrative – Final PUD and Tent. SUB	Feb. 8, 2019
B2.2	-	Application Narrative – Final PUD and Tent. SUB	Dec. 10, 2018
B2.3	-	Application Narrative – Final PUD and Tent. SUB	Sept. 19, 2018
B2.4	-	Application Narrative – Lot 2 DRs	Feb. 8, 2019
B2.5	-	Application Narrative – Lot 2 DRs	Dec. 10, 2018
B2.6	-	Application Narrative – Lot 2 DRs	Sept. 19, 2018
B2.7	A	Tax Assessor’s Map	Dec. 10, 2018
B2.8	B	Legal Description	Dec. 10, 2018
B2.9	C	Property Deed	Dec. 10, 2018
B2.10	D	Property Title	Dec. 10, 2018
C		Application Attachments	-
C1.1	E	Wetland Determination dated July 11, 2018	Sept. 19, 2018
C1.2.1	J	City of Florence Phase I Site Investigation Report, dated December 10, 2018	Dec. 10, 2018
C1.2.2	J	City of Florence Phase I Site Investigation Report, dated April 10, 2018	Sept. 19, 2018
C1.3	N (Prev. L)	Infiltration: Wetland W-E, Technical Memorandum, KPFF Engineering, dated October 22, 2018	Dec. 10, 2018
C2.1	F	Cannery Station Traffic Impact Analysis, dated July 26, 2018, Updated January 23, 2019 [REPLACEMENT]	Feb. 8, 2019
C2.2	G	Cannery Station Final PUD Phase 1 Traffic Review Tech Memo, dated September 7, 2018	Sept. 19, 2018
C2.3	H	ODOT Completeness Determination: Application Deemed Complete Letter, dated August 16, 2018	Sept. 19, 2018

C2.4	I	ODOT Revised Cannery Station PUD (Florence) TIA Review Comments Letter, dated July 31, 2018	Sept. 19, 2018
C2.5	O (Prev. M)	ODOT, Notice of Conditional Approval for State Highway Approach, Without Permission to Construct, dated Sept. 7, 2018	Sept. 19, 2018
C2.6	R	Lane County Access Permit application (January 24, 2019) [REPLACEMENT]	Feb. 8, 2019
C3.1	P	Stormwater Report, KPFF Engineering (December 2018 (Revised)) and Memorandum, Stormwater Drainage: Lot 2 ALF/MC (January 15, 2019) [REPLACEMENT]	Feb. 8, 2019
C3.2	Q (Prev. O)	Operations and Maintenance Plan (for stormwater facilities), KPFF Engineering, dated December 5, 2018	Feb. 8, 2019
C4.1	K	Signed City of Florence Agreement of Acceptance	Sept. 19, 2018
C4.2	L	Florence Comprehensive Plan Findings	Dec. 10, 2018
C4.3	M	Draft Cannery Station CC&Rs	Dec. 10, 2018
D	-	Subdivision Drawings	-
D1.1	COV	Phase 1 – Final PUD/Tent. Subdivision Cover Sheet	Feb. 8, 2019
D1.2	COV	Phase 1 – Lot 2 – Design Review Cover Sheet	Feb. 8, 2019
D2.1	-	Tentative Subdivision	Feb. 8, 2019
D2.2	-	Tentative Subdivision – Cannery Station, Phase 1	Feb. 8, 2019
D2.3	A0.02	Preliminary PUD Conditions of Approval (PC 18 12 PUD 01)	Feb. 8, 2019
E	-	Design Review Site Plans	-
E1.1	A0.10	Phase 1 Site Plans	Feb. 8, 2019
E1.2	A0.20	Phase 1 Open Space Plan	Feb. 8, 2019
E1.3	A0.30	Phase 1 Parking Plan	Feb. 8, 2019
E2.1	A1.00	Lot 1 Site Plan	Feb. 8, 2019
E2.2	A1.10	Lot 1 Elevations and Floor Plan	Feb. 8, 2019
E3.1	A2.00	Phase 1 – Lot 2 – Design Review Site Plan	Feb. 8, 2019
E3.2	A2.10	Phase 1 – Lot 2 – Ground Floor Plan	Feb. 8, 2019
E3.3	A2.11	Phase 1 – Lot 2 – Level 2/3 Floor Plan	Feb. 8, 2019

E3.4	A2.12	Phase 1 – Lot 2 – ALF Unit Types	Feb. 8, 2019
E3.5	A2.13	Lot 2 – ALF Exterior Elevations	Feb. 8, 2019
E3.6	A2.14	Lot 2 – ALF Exterior Elevations	Feb. 8, 2019
E3.7	A2.20	Lot 2 – Cottage North	Feb. 8, 2019
E4.1	A3.00	Lot 3 & 4 – Site Plan	Feb. 8, 2019
E4.2	A3.10	Lot 3 & 4 – Elevations and Floor Plan	Feb. 8, 2019
E5.1	A5.00	Lot 5 – Site Plan	Feb. 8, 2019
E5.2	A5.13	Lot 5 – Elevations	Feb. 8, 2019
E5.3	A5.14	Lot 5 – 3D Views	Feb. 8, 2019
E6.1	A6.00	Lot 6 – Site Plan	Feb. 8, 2019
E6.2	A6.10	Lot 6 – Elevations and Floor Plan	Feb. 8, 2019
F	-	Civil Plans	-
F1.1	C1.0	Existing & Off-Site Conditions Plan	Dec. 10, 2018
F1.2	C2.0	Grading Plan	Feb. 8, 2019
F1.3	C3.0	Utility Plan	Feb. 8, 2019
F1.4	C3.01	Utility Plan – Lot 2	Feb. 8, 2019
F1.5	C3.1	Water Plan	Feb. 8, 2019
F1.6	C3.2	Storm Drainage Plan	Feb. 8, 2019
F1.7	C3.3	Sewer Plan	Feb. 8, 2019
F1.8	C5.01	Grading & Drainage – Lot 2	Feb. 8, 2019
F2.1	C6.0	Street Plan	Feb. 8, 2019
F2.2	C6.1	Street Typical Sections	Feb. 8, 2019
F2.3	C6.2	Street Intersection Details/Sections	Feb. 8, 2019
F2.4	C6.3	Street Intersection Details/Sections	Feb. 8, 2019
F2.5	C6.4	Turning Movement Details	Feb. 8, 2019
F3.1	C7.0	Conceptual Stormwater Treatment Plan	Feb. 8, 2019
F3.2	C7.1	Stormwater Treatment Options	Dec. 10, 2018
G	-	Landscaping Plans	-
G1.1	LA-1	Ex. Vegetation Plan	Dec. 10, 2018
G1.2	LA-2	Landscape Master Plan	Feb. 8, 2019
G1.3	LA-2	Landscape Master Plan – Lot 2	Feb. 8, 2019
G1.4	LA-3	Lot 1 Landscape Plan	Feb. 8, 2019
G1.5	LA-4	Lot 2 Landscape Plan	Feb. 8, 2019
G1.6	LA-4	Lot 2 Landscape Plan	Feb. 8, 2019
G1.7	LA-5	Lots 3 & 4 Landscape Plan	Feb. 8, 2019

G1.8	LA-6	Lot 5 Landscape Plan	Feb. 8, 2019
G1.9	LA-7	Lot 6 Landscape Plan	Feb. 8, 2019
G2.0	LA-8	Plant Lists and Details	Feb. 8, 2019
H	-	Lighting Plans	-
H1.1	LG1.0	Overall Photometric Lighting Plan	Feb. 8, 2019
H1.2	Q	Lighting Cut Sheets (Submitted as part of PUD application)	Dec. 10, 2018
I	-	Referral Comments	-
I1.1	-	Civil West Comments	Jan. 11, 2019
I1.2	-	Civil West Comments	Jan. 16, 2019
I1.3	-	Civil West Detention Worksheet	Jan. 16, 2019
I1.4	-	Civil West Comments	Feb. 26, 2019
I1.5	-	Civil West Comments	March 27, 2019
I2.1	-	JRH Response to Sandow	Jan. 20, 2019
I2.2	-	JRH Completeness Review	Oct. 18, 2019
I3.1	-	Lane County Comments	Jan. 14, 2019
I3.2	-	Lane County Comments	Feb. 6, 2019
I3.3	-	Lane County Comments	Feb. 6, 2019
I4.1	-	ODOT Response Form	Oct. 19, 2018
I4.2	-	ODOT Conditional Approval	Sept. 7, 2018
I4.3	-	ODOT Ped Crossing Requirement	March 8, 2019
I4.4	-	ODOT Updated TIA 01-23-19	March 8, 2019
I4.5	-	ODOT Ped Crossing Requirement Supplemental	April 2, 2019
I5.1	-	SVFR Comments	Aug. 31, 2018
I5.2	-	SVFR Comments	Oct. 17, 2018
I5.3	-	SVFR Comments	Dec. 18, 2019
I6.1	-	PW Comments	March 5, 2019
I6.2	-	PW Comments	April 9, 2019
K	-	Applicant Memo-Conditions of Approval Response	-
K1.1	-	Final PUD & Tentative Subdivision	April 3, 2019
K2.1	-	Lot 2 Design Review	April 3, 2019
K3.1	-	Proposed Alternate Conditions of Approval	April 9, 2019

Findings of Fact attached as Exhibit "A1.1" & "A2.1" are incorporated by reference and adopted in support of this decision.

- 1) Any modifications to the approved plans or changes of use, except those changes relating to Building Codes, will require approval by the Community Development Director or Planning Commission/Design Review Board. **(Final PUD and Tentative Subdivision Condition of Approval)**
- 2) Regardless of the content of material presented for this Planning Commission, including application text and exhibits, staff reports, testimony and/or discussions, the applicant agrees to comply with all regulations and requirements of the Florence City Code which are current on this date, EXCEPT where variance or deviation from such regulations and requirements has been specifically approved by formal Planning Commission action as documented by the records of this decision and/or the associated Conditions of Approval. The applicant shall submit to the Community Development Department a signed "Agreement of Acceptance" of all conditions of approval. **(Final PUD and Tentative Subdivision Condition of Approval)**
- 3) The applicant, for any cleared areas within Phase 1 of Cannery Station, shall:
 - a) Monitor cleared areas and prevent the planting or establishment as described within Oregon's official Noxious Weed Priority List as designated by the Oregon State Weed Board and Oregon Department of Agriculture as well as those included within Lane County Public Works' Noxious & Invasive Weed Management List.
 - b) Manage noxious weeds through mechanical means and only utilize herbicide application as a last resort through consultation with the City of Florence Planning and Public Works Departments.
 - c) Manage erosion and soil stabilization through Best Management Practices established through the 2008 Portland Erosion and Sediment Control Manual and where not included in the BMPs exposed soils shall be covered with root mat.**(Tentative Subdivision Condition of Approval)**
- 4) All finished foundation elevations for buildings are greater than 84'. Buildings and their footings within all of Cannery Station shall be located greater than 84' elevation to avoid inundation with ordinary high ground water. **(Tentative Subdivision Condition of Approval)**
- 5) The proposed grading plan, prepared by an engineer, did not include engineering evidence of appropriate foundation slope clearance between the stormwater basin in Open Space A and the church building to the south. Either a Phase 2 Site Investigation Report is required to address the slope clearance or the final stormwater infrastructure construction plans shall include evidence of engineering appropriate to meet the foundation slope clearance in accordance with Oregon Building Codes as offered by FCC 10-7-6-A-2. If building codes are not applicable to this scenario then a Phase 2 SIR is required to be submitted to the City Planning Dept. prior to grading the aforementioned area. **(Tentative Subdivision Condition of Approval)**
- 6) Condition Deleted

- 7) The applicant shall construct a pedestrian activated crossing across Highway 101 near the intersection of 47th and Highway 101. Construction can be performed all at once or divided into two phases whereby markings, signs, islands and/or curb extensions are constructed first and the beacon installed with Phase 2. **(Final PUD Condition of Approval)**
- 8) The Cannery Station site is located within a ¼ mile of the Fred Meyer transit stop. Pedestrian connectivity to the transit stop at Fred Meyer is required in accordance with Title 10 Chapter 35-4. This requires demarcation and installation of a pedestrian crossing across Highway 101 from and to improved ADA accessible pedestrian facilities. **(Tentative Subdivision Condition of Approval and Final PUD Condition of Approval)**
- 9) Condition Deleted
- 10) Final utility, storm, and street light construction plans shall be submitted for review and approval by the City prior to construction of private improvements unless bonding for privately engineered public improvements is provided. The stormwater basin sides shall be constructed with non/low permeable material. **(Tentative Subdivision Condition of Approval)**
- 11) Condition Deleted
- 12) Phase 1 building permit applications that include impervious open space areas and side street setback exception areas shall include an illustrated true-to color design proposal. The hardscape treatments shall include at least two patterns and colors such as paver border in second color and imprint shape. Alternatively, the previously listed sidewalk treatment minus one color and one pattern and a combination of one element per 15' linear street length of the following shall be incorporated: window planter, planted wall trellis, flower basket on adjacent light pole, wall mural, parklet, or public art such as sculpture or interchangeable poetry pole or sidewalk poetry inscription. **(Final PUD Condition)**
- 13) The Public Works Department is concerned about damage to the streets from the continued development as it is unlike a residential subdivision. The applicant shall ensure construction traffic enters and exits via Munsel Lake Road not Highway 101. Construction access for Lots 5 and 6 shall be from graveled portion of Redwood St. The applicant shall work with Public Works to establish the paving timeline. After paving is completed, a maintenance bond shall be provided at 120% of total public improvement costs within Phase 1. Bond shall not exceed a period of two years after required improvements are completed. **(Tentative Subdivision Condition)**
- 14) a. The minimum Munsel Lake Rd. and Highway 101 intersection trip count contribution by all Cannery Station phases combined will be 240 trips, unless an updated TIA demonstrates trip count is decreased due to a PUD modification.

b. The applicant shall contribute the associated proportionate share of the construction of the signal in conjunction with each building permit certificate of occupancy. If by December 31, 2021 a Phase 1 project's certificate of occupancy has not been issued then a supplemental TIA is required to update traffic, intersection, and trip data, etc. for the revised build-out date and incorporate any changes from the TSP or jurisdictional standards.

c. The following formula shall be used to determine the Phase 1 proportionate cost share of the Munsel Lake Road and Highway 101 signal for those projects receiving Certificate of Occupancy permits by December 31, 2021:

1. Commensurate with FCC Title 8 Chapter 5, adjust TSP or Capital Improvement Plan (as applicable) signal cost by Engineering News Record (ENR) 20-City Composite Construction Cost Index (CCI), by the difference between the ENR CCI for the month in which the signal cost is estimated, and the ENR CCI for the month in which the certificate of occupancy is issued.

2. Divide adjusted signal cost by the number of trips needed to meet signal warrant. (e.g. 2012 cost of 490,000 divided by 2,195 trips = \$223.24 per trip).

3. Determine number of Phase 1 project signal contribution trips by calculating corresponding percentage of total Phase 1 pm peak hour trips (e.g. ALF/Lot2: 21 trips / 146 total trips = 14.4% of total Phase 1 trips and applying that percentage to the total number of Phase 1 signal trips. $48 * .144 = 6.912$ trips).

4. Multiply the number of signal trip contributions by the cost per trip calculated in "2" (e.g. $6.912 \text{ Lot 2 trips} * 2012 \text{ trip cost } \$223.24 = \$1,543.04$)

(Final PUD and Tentative Subdivision Condition of Approval)

15) The existing curbcut along Munsel Lake Rd. shall be removed and the right-of-way blended to match the existing right of way design (storm ditch). **(Tentative Subdivision Condition of Approval)**

16) The applicant shall within 30 days of PUD approval provide a continuity plan for the Tract C path to connect to Munsel Lake Road in conjunction with issuance of the Certificate of Occupancy for the Assisted Living Facility. Once and if the jurisdictional wetland concurrence and mitigation is approved in the NE corner of the Cannery Station project Tract C shall be installed west of Tract D as proposed in the Preliminary PUD. Coordination and permitting with the Lane County shall be required prior to construction. **(Final PUD condition of approval)**

17) Condition DELETED.

18) Final infrastructure construction plan review and approval shall include continued coordination efforts with the applicable agencies. All development and design standards shall be met except where Planning Commission has specifically listed and acknowledged a change or the approving agency has granted approval or exception. **(Final PUD and Tentative Subdivision Condition of Approval)**

19) If the applicant proposes to change any of the approved land uses in a manner that deviates significantly from the uses described in the approved Traffic Impact Analysis, the deviations are found to be greater than 10% of those within the

approved Traffic Impact Analysis (e.g. trips), or the changes are found to trigger criteria described within FCC 10-1-1-4-E-2, the applicant shall prepare a supplement to the TIA and submit the new analysis with the associated land use or building permit application, as appropriate. **(Final PUD Condition of Approval)**

- 20) Condition 46i in the Preliminary PUD requires the construction of the fence prior to construction commencement of any building or prior to final plat recording. The following condition is necessary to address fence sections that would be built later after wetland mitigation. Open Space C to include its fence shall be constructed in conjunction with clearing of that adjacent area within the tract. **(Final PUD Condition of Approval)**
- 21) The applicant shall record a Covenant of Release which outlines the hazard, restrictions and/or conditions that apply to the property as outlined in subsection (D) of FCC 10-7-7, Review and Use of Site Investigation Report, and shall state "The applicant recognizes and accepts that this approval is strictly limited to a determination that the project as described and conditioned herein meets the land use provisions and development standards of the City Code and Comprehensive Plan current as of this date. This approval makes no judgement or guarantee as to the functional or structural adequacy, suitability for purpose, safety, maintainability, or useful service life of the project." This shall be recorded prior to submittal of any additional building permit applications or prior to final Subdivision Plat. **(Final PUD and Tentative Subdivision Condition of Approval)**
- 22) All proposed streets will be eventually be dedicated as public right-of-way. For Phase I, this includes the southern-most sections of Spruce and Redwood Streets and 47th Street. The applicant shall include the ownership of the street rights-of-way on the final plat. **(Tentative Subdivision Condition of Approval)**
- 23) There is no numerical naming of contour intervals proposed or existing other than those within Phase 1. The data provided is incomplete. A grading plan shall be resubmitted that includes the required information in 11-3-2-C-7. **(Tentative Subdivision Condition of Approval)**
- 24) The applicant provided no timing plan for the proposed improvements. A timing plan for infrastructure improvements will need to be provided and approved prior to the issuing of any building permits. **(Tentative Subdivision Condition of Approval)**
- 25) The applicant will be expected to proceed with final survey and to make preparations for final subdivision approval within the timeframes outlined in Title 11 Chapter 3-6 & Chapter 4-4 & 4-6 unless otherwise provided for through approved and allowed extensions from the Planning Commission. **(Tentative Subdivision Condition of Approval)**
- 26) Crosswalks shall be designated with striping and crossbar at intersections and travel lanes shall have sharrow markings as required by Public Works. **(Tentative Subdivision Condition of Approval)**

27)Condition Deleted.

28)Condition Deleted.

29)Condition Deleted

30)Additional right-of-way width may be required for Highway 101 TSP improvements Project 15 and Project 9. Prior to final plat submittal the applicant shall coordinate with ODOT to determine if right-of-way width is required. Additional dedications if needed shall be included in the final plat submittal. **(Tentative Subdivision Condition of Approval)**

31)In accordance with FCC 10-36-2-9-B the pavement for Redwood and Spruce Sts. shall extend to the northern edge of the phase. Street stubs greater than 150' in length shall be provided a temporary turn-around (hammerhead or bulb-shaped configuration) constructed to Oregon Fire Code Standards unless specifically exempted by the Fire Marshall. A Type III barricade shall be installed at the end of the street stubs, except the northern end of Redwood St. **(Tentative Subdivision Condition of Approval)**

32)Final construction plans and utility facility specifications are required to be submitted for City review and approval prior to commencing construction. Stamped approval will be shown on the utility plans. **(Tentative Subdivision Condition of Approval)**

33)Upon encountering any cultural or historic resources during construction, the applicant shall immediately contact the State Historic Preservation Office and the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians. Construction shall cease immediately and shall not continue until permitted by either a SHPO or CTCLUSI representative. **(Tentative Subdivision Condition of Approval)**

34)Any fence, wall, or hedge installed for screening or buffering purposes shall be well-kept and maintained. **(Final PUD Condition of Approval)**

35)Perimeter sides of drainage basins/ponds shall be constructed with a non/low-permeable material in order to prevent infiltration through the berm and onto neighboring properties. **(Tentative Subdivision Condition of Approval)**

ADOPTED BY THE FLORENCE PLANNING COMMISSION/DESIGN REVIEW BOARD the 9th day of April, 2019.



JOHN MURPHEY, Chairperson
Florence Planning Commission



DATE



Fidelity National Title*
Company of Oregon

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

A handwritten signature in black ink, appearing to be 'J. J. [unclear]', written over a horizontal line.



Fidelity National Title[®]

Company of Oregon

800 Willamette Street, Ste 500, Eugene, OR 97401
(541)683-5422 FAX (541)683-5437

PRELIMINARY REPORT

TITLE OFFICER: Kim Ditlefsen

ORDER NO.: 60461742523

CUSTOMER NO.: 45141722744

Supplement 3 - Update for city requirements

TO: Fidelity Title Insurance Company
Paula Mraz Kingsley
900 SW Fifth Avenue, Lobby Level
Portland, OR 97204

OWNER/SELLER: Cannery Station LLC

BUYER/BORROWER: Cannery Station Development, LLC an Oregon Limited Liability Company

PROPERTY ADDRESS: 87344 Munsel Lake Road, Florence, OR 97439

EFFECTIVE DATE: September 18, 2018, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006	\$ 4,129,276.00	\$ 11,212.00
Owner's Extended		
Proposed Insured: Cannery Station Development, LLC an Oregon Limited Liability Company		
OTIRO 218-06 - Single Tax Parcel (ALTA 18-06)		\$ 50.00
OTIRO 80 - Access		\$ 50.00
OTIRO 203-06 - *M* - Zoning - Unimproved Land (ALTA 3-06)		\$ 1,000.00
Government Lien Search		\$ 5.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Cannery Station Development, LLC, an Oregon limited liability company

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF FLORENCE, COUNTY OF LANE, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

Beginning at a point on the Easterly right-of-way line of the Roosevelt Highway 100.0 feet North 0° 17' West of a point on the East-West centerline through Section 14, Township 18 South, Range 12 West of the Willamette Meridian; and running thence North 0° 17' West along the Easterly right-of-way of said Highway to a point opposite and 40.0 feet distant from Engineer's Centerline Station 162+00 (said centerline point being 1900.0 feet South 0° 17' East of a point on the North line of said Section 14, 629.0 feet South 89° 38' East of the Northwest corner of said Section 14); thence North 89° 43' East 10.0 feet; thence North 0° 17' West 300.0 feet; thence South 89° 43' West 20.0 feet; thence North 89° 43' East 10.0 feet; thence North 0° 17' West 300.0 feet; thence South 89° 43' West 20.0 feet; thence North 0° 17' West 217.51 feet; thence on a 70.32 foot radius curve to the right (the chord of which bears North 50° 33' East 109.04 feet), a distance of 124.78 feet to the Southerly right-of-way of County Road No. 1083 as is presently constructed and traveled; thence South 78° 37' East along the Southerly right-of-way of said County Road to its intersection with the East line of the West one-half of the Northwest one-quarter of said Section 14; thence South along the East line of the West one-half of the Northwest one-quarter of Section 14 to a point 100.0 feet North of the East-West centerline through said Section 14; thence Westerly to the Place of Beginning, in Lane County, Oregon.

EXCEPT that portion conveyed to the State of Oregon Department of Transportation, Highway Division, by Deed Recorded August 2, 1985, Reception No. 85-27329, Lane County Oregon Records.

ALSO EXCEPT that portion conveyed to Lane County, a political subdivision of the State of Oregon, by Deed Recorded February 12, 1996, Reception No. 96-09583, Lane County Oregon Records.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

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. 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, or claims of easement, which are 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 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.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
7. City lien in favor of the City of Florence,

Purpose: Local Improvement District
Original Amount: \$193,936.93
Unpaid Balance: \$164,846.41, plus interest and penalties, if any.
Reference No: 302781953

also by instrument:

Recording Date: November 03, 2009
Recording No.: 2009-061718

8. Matters contained in that certain document

Entitled: Agreement for Easement
Dated:
Executed by: Albert E. Bolduc , Mary B. Bolduc, Hugh M. Sherwood Jr., Marguerite F. Sherwood, M.D. Schirmer, Margie F. Schirmer and Heceta Water District
Recording Date: October 11, 1968
Recording No: 41610
Which provides for, among other things: Easement for waterline.

Reference is hereby made to said document for full particulars.

9. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: Richard L. Kuebler
Grantee: The State of Oregon, by and through its Department of Transportation, Highway Division
Recording Date: August 2, 1983
Recording No.: 85-27329

As modified by instrument

Recording Date: October 14, 2009
Recording No.: 2009-058344

10. Deed Restriction

Recording Date: January 12, 1998
Recording No.: 98-01947

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2017-2018
Amount: \$5,043.04
Levy Code: 09724
Account No.: 0781953
Map No.: 18121420 00700

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Cannery Station Development, LLC

- C. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- D. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- E. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

- F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- G. Recording Charge (Per Document) is the following:
- | | | |
|--------|------------|----------------------|
| County | First Page | Each Additional Page |
| Lane | \$87.00 | \$5.00 |
- Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.
- Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1433 SW 6th Ave.
Portland, OR. 97201
- H. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- I. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report, except for the Warranty Deed recorded December 1, 2017, #2017-059372.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complain Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Attachment 8



City of Florence

250 Hwy 101, Florence, OR 97439
www.ci.florence.or.us

May 14, 2021

Peter Englander
Cannery Station Senior Living LLC
10300 SW Greenburg Ste 425
Portland, OR 97223

Re: Service Availability for Cannery Station Senior Living, Tax Lot 18-12-14-20-00700

Dear Peter:

This letter is to function as a "will serve" letter on behalf of the city of Florence Public Works Department that adequate sewer and water services will be available to the Cannery Station Senior Living project located on tax lot 18-12-14-20-00700.

The city of Florence can provide the minimum state of Oregon water service requirements, for the property located at tax lot 18-12-14-20-00700. Water is available in quantity and quality for domestic use as determined by the Oregon Health Division, Department of Human Resources.

Without going into great detail, it is the policy of the city of Florence to serve water to any property within the City's water service area. However, the property owner(s)/developer(s) are to pay for the pipeline, fire hydrant, construction, engineering fees, street opening permits, water meter costs and any other fees necessary for the connection to the public water system for the project. Additionally, in order to provide adequate fire protection, this development is required to connect to the existing 10-inch water main in Hwy 101, and extend a new 12-inch water main from the west side of Hwy 101 to the subject property. Additional water mains shall be constructed within the development in order to provide adequate fire suppression and domestic water to the project.

Also, sanitary sewer service is available to the property, however, the property owner(s)/developer(s) are to pay for the sewer main extension, manholes, construction, connection fees, engineering fees, street opening permits and any other fees necessary for the connection to the public sewer system for the project.

Should you need any additional information, please give me a call.

Sincerely,

Mike Miller
Public Works Director

Public Works
2675 Kingwood St.
(541) 997-4106

**City Manager /
City Recorder**
250 Highway 101
(541) 997-3437

**Community Development:
Planning & Building**
250 Highway 101
(541) 997-8237

**Finance /
Utility Billing**
250 Highway 101
(541) 997-3436

Justice Center
900 Greenwood St.
(541) 997-3515

Florence Events Center
715 Quince St.
(541) 997-1994

