Exhibit F

Title Report on the Property.

Please note that the lien on the Property pursuant to the Company's Mortgage and Deed of Trust will be released prior to the sale of the Property.



First American Title Insurance Company of Oregon 1124 Comucopia St NW, Ste 202

Salem, OR 97304 Phn - (503)375-8380 Fax - (866)807-4150

Northwest Natural Gas Co Corp 220 NW Second Avenue Portland, OR 97209 May 31, 2008

File No: 7088-1237121 (DSS)

Re: Property: 730 34th Ave SW, Albany, OR 97322

ENCLOSED please find the following for your records:

Preliminary Title Report

Should you have any questions or need further assistance, please contact the undersigned. We appreciate the opportunity to serve you.

First American Title Insurance Company of Oregon

Linda Eriksen, Assistant for Debbie Smith, Escrow Officer



First American Title Insurance Company of Oregon

Order No.: 7088-1237121

May 30, 2008

2405 14th Ave SE, Ste B Albany, OR 97322 Phn - (541)926-8808 Fax - (866)847-2139

TITLE DEPARTMENT (541) 926-8808

Lynn M. Rohde Sr. Title Officer Irohde@firstam.com

Preliminary Title Report

First American Title Insurance Company of Oregon 1124 Cornucopia St NW, Ste 202 Salem, OR 97304

Attn: Debbie Smith, Escrow Officer

Phone No.: (503)375-8380 - Fax No.: (866)807-4150

Email: debsmith@firstam.com

ALTA Owners Standard Coverage	Liability \$ 710,000.	00 Premium \$	1,065.00
ALTA Owners Extended Coverage	Liability \$	Premium \$	
ALTA Lenders Standard Coverage	Liability \$	Premium \$	
ALTA Lenders Extended Coverage	Liability \$	Premium \$	
Endorsement 9, 22 & 8.1		Premium \$	100.00
Govt Service Charge		Cost \$	
Other		Cost \$	

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of May 27, 2008 at 8:00 a.m., title vested in:

Northwest Natural Gas Company, a corporation

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

 Taxes, including the current fiscal year 2007-2008, not assessed because of Public Services Exemption. If the exempt status is terminated an additional tax may be levied. Account No. 0381398. **Preliminary Report**

Order No.: **7088-1237121** Page 2 of 5

2. Easement, including terms and provisions contained therein:

Recording Information:

August 03, 1949 in Book 209, Page 0670, Deed Records

In Favor of:

United States of America

For:

Electrical power transmission line and appurtenant signal lines,

etc.

3. An easement reserved in a deed, including the terms and provisions thereof;

Recorded:

June 28, 1961 in Book 277, Page 0328, Deed Records

From:

Ben H. Pharis and Janet E. Pharis, husband and wife

To:

Northwest Natural Gas Company, a corporation

For:

Access

Affects:

Westerly 50 Feet

4. Mortgage and Deed of Trust and the terms and conditions thereof.

Grantor/Trustor:

Northwest Natural Gas Company, an Oregon corporation

(formerly Portland Gas & Coke Company)

Grantee/Beneficiary:

Bankers Trust Company, a New York corporation

Trustee:

Stanley Burg

Amount: Recorded: \$Undisclosed November 15, 1998

Recording Information:

Volume 991, Page 0164, Microfilm Records

(Affects: Covers Additional Property)

5. Unrecorded leases or periodic tenancies, if any.

6. The following pertain to Lender's Extended Coverage only:

a. Parties in possession, or claiming to be in possession, other than the vestees shown herein.

b. Statutory liens for labor and/or materials, including liens for contributions due to the State of Oregon for employment compensation and for workman's compensation, or any rights thereto, where no notice of such liens or rights appears of record.

- END OF EXCEPTIONS -

Preliminary Report Order No.: 7088-1237121

Page 3 of 5

NOTE: We find no judgments or United States Internal Revenue liens against Elwood Martin

NOTE: This Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within <u>24</u> months of the effective date of this report: NONE

Situs Address as disclosed on Linn County Tax Roll:

730 34th Ave SW, Albany, OR 97322

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE! WE KNOW YOU HAVE A CHOICE!

RECORDING INFORMATION

Filing Address:

First American Title Recorder for Linn County

2405 14th Avenue SE, Ste. B

P.O. Box 981 Albany, OR 97321

Recording Fees:

- \$ 26.00 per document (most documents) (1st page)
- \$ 5.00 per additional page
- \$ 20.00 non-standard fee
- \$ 5.00 each additional title

Order No.: 7088-1237121

Page 4 of 5



First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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, permit, or governmental regulation (including those relating 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;
 - (iii) the subdivision of land; or
 - (iv) 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

 (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) 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;

 (c) resulting in no loss or damage to the Insured Claimant;

 (d) 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);

 - (e) 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 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) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in 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).

ALTA OWNER'S POLICY (06/17/06)

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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

 - (i) the occupancy, use, or enjoyment of the Land;
 (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) 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
- - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) 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;
 - (c) resulting or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 (e) 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 vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in 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.

SCHEDULE OF STANDARD EXCEPTIONS

- 1. The Lien of Real Estate Taxes or Assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public
- Any Facts, Rights, Interests, or Claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.

 Easements, Claims of Easements or Encumbrances that are not shown in the public records.
- Any Encroachment, Encumbrance, Violation, Variation, or Adverse Circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
- Unpatented Mining Claims; Reservations or Exceptions in Patents or in acts authorizing the issuance thereof; Water Rights, Claims or Title to Water.
- Any Lien, or Right to a Lien, for Services, Labor or Material theretofore or hereafter furnished, imposed by law and not shown in the public records.

Page 5 of 5

Exhibit "A"

Real property in the County of Linn, State of Oregon, described as follows:

BEGINNING ON THE NORTH LINE OF AND NORTH 89° 14' EAST 710.40 FEET FROM THE NORTHWEST CORNER OF THE TRUETT DAVIS DONATION LAND CLAIM, BEING CLAIM NO. 38, IN TOWNSHIP 11 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, AND CLAIM NO. 54, IN TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN LINN COUNTY, OREGON; THENCE RUNNING SOUTH 0° 46' EAST 182.8 FEET TO A 1/2 INCH IRON ROD; THENCE SOUTH 76° 43' EAST 659.43 FEET TO A 1/2 INCH IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

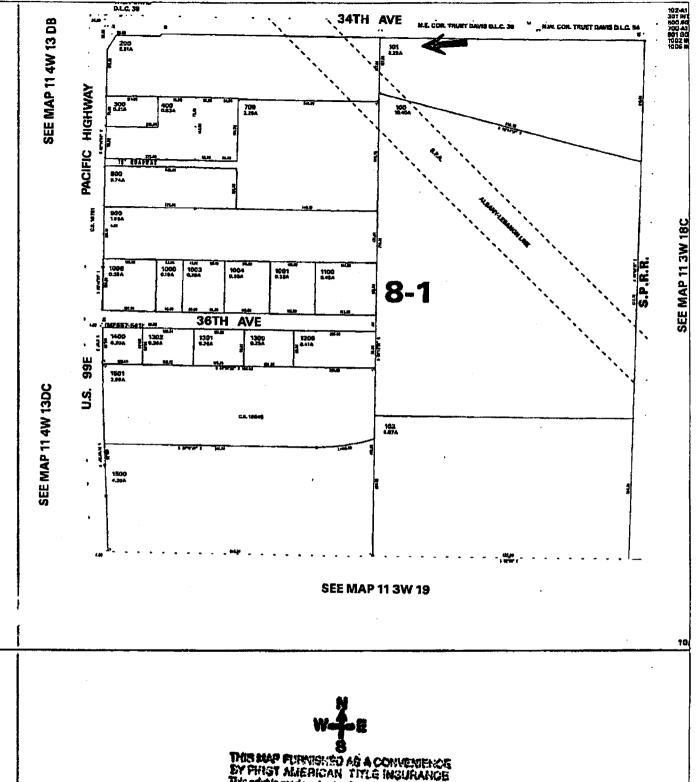
THENCE NORTH 0° 14' EAST ALONG SAID RIGHT-OF-WAY 343.0 FEET TO THE NORTH LINE OF SAID TRUETT DAVIS DONATION LAND CLAIM;

THENCE SOUTH 89° 14' WET 645.7 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE PROPERTY DEEDED TO CITY OF ALBANY, A MUNICIPAL CORPORATION BY DEED RECORDED MARCH 14, 1973 IN VOLUME 57, PAGE 0823, MICROFILM RECORDS

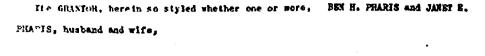
THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

Tax Parcel Number: 0381398



This stap purposers of a convenience by Phist Alienican Title insurance by Phist Alienican Title insurance miserate mass soley in the purpose of accising in localing said premises and the company accounts no locality for variations, if any, in climinatons and localism ascentained by accust survey.

TRANSMISSION LINE EASEMENT



That portion of that part of the Truet Davis Donation Land Claim No. 38 in Section 1], Township 11 South, Range & West of the Willamette Meridian and the Truet Davis Donation Land Claim No. 54 in Section 15, Township 11 South, Range 3 West of the Willamette Meridian, all being in Linn County, Cregon, described as: Beginning at a point which is N. 88° 30' E. a distance of 710 feet and south a distance of 25 feet from the northwest corner of the fruet Davis Donation Land Claim No. 38 in Section 13, Touching 11 South, Page 4. Nest, Hillamette Meridians themse South on a line parallel to the west line of said Donation Land Claim No. 38 a distance of 1305.9 feet; themse easterly on a line parallel with the north line of said Claim No. 38 and the north line of the Trust Davis Donation Land Claim No. 54 in Section 18, Township 11 South, Range 3 Nest, Millamette Meridian, a distance of 620.8 feet to the west line of the Southern Pacific Company right of ways thence northerly slong said west line of the Southern Pacific Company right of way a distance of 1305.9 feet; thence westerly on a line parallel to the north line of said Constign for flat . No. 5, and said Ponation Land Clos Fo. 38 a distance of 647.6 feet to the point of beginning, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Albany-Lebanon transmission line as now located and staked on the ground over, across, upon, and/ or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 68 + 50.0, a point on the north line of the fruet Davis Conation Land Claim No. 38 in Section 13, Township 11 South, Range 4 West, Willamette Keridian, said point being S. 88° 50° E. a distance of 509.2 feet from the northwest corner of said Donation Land Claim No. 38; thence S. 14° 35° E. a distance of 6648.1 feet to survey station 136 + 98.1 a point on the west line of the Robert Pentland Conation Land Claim No. 69 in Section 19, Township 11 South, Range 3 West, Willemette Keridian, said point being N. 1° 19° E. a distance of 1819.6 feet from the westerly scuthwest corner of the said Claim No. 69.

I, PAUL KENNEL, lesse from year to year, under an unrecorded lease for a valuable consideration from the adversantioned grantor, hereby acknowledged, join in this instrument for the sole and specific surpose of subordinating any and all interest I may have in said premises to the easement herein granted to the UNITED STATES OF AUGUSTA, and an not entering into or becoming a party in any degree or manner to the warranty contained herein.



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together with the right to blear said parcel of land and then the campielear of all brush, timber, structures, and fire hazards, provided hazards, the words of the hazards shall not be interpreted to include growing crops and also the present and future right to top, limb fell, and remove all growing trees, dead trees or snags (collectively called danger trees, located on Grantor's land adjacent to said parcel of land, which could fail upon or against said transmission and signal line facilities.

TO HAVE AND TO HOID said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compansation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF IMERICA that Grantor is lawfully seized and pessessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 19 day or July	7 . 1949 .
	Ben A. Phrie
• .	Janet & Charas
	Paul W. Tennel Faul Kennel
	Lear Willet
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Winds William

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STATE OF to me personally known to be the identical persons described in and who executed the vithin and foregoing instrument and acknowledged to me that they executed the same within and foregoing instrument and acknowledged to me that as their own free and voluntary act and deed, for the uses and purposes therein sentioned. GIVEN under or hand and official seal the day and year last above written. GIVEN under of Heary Public in and for the State of Charges.
Residing at Residing at By commission expires: Girl 7, 1947 TRANSKISSION LINE EASTMENT by me is Lies County Rocords Zich no. Lill ť 8 H. PEARIS 02440 1919, at 4x00 STATES the 3x5 day ě. ŝ ફ CHILD ä

CNG

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WILAMPTE THE COMPANY

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CHICE NO. 1119

AN ORDINANCE ANENDING ORDINANCE NO. 3092, SECTION 1 THEREOF AND DECLARING AN EXCEPTION.

THE PEOPLE OF THE CITY OF ALBANY DO CROAIN AS FOLLOWS:

Section 1: Section 1 of Ordinance No. 3092 is hereby seconded to read as follows:

Beginning S. 0°46° E. 511.5 ft. from the Northwest corner of Trust Davis D.L.C. 38, 7. 11 S., R. & M.; thence Northerly along the centerline of Pacific Hay. 998 521.775 ft.; thence Norterly 208.708 ft.; thence Southerly 521.775 ft.; thence Lasterly 208.708 ft.; thence Southerly 521.775 ft.; thence Lasterly 208.708 ft.; to the place of beginning. Also: (No change from previous ordinance) Beginning on the East line of Pacific Hay. 99% 40 ft. East of the Northwest corner of Trust Davis D.L.C. 38, T. 11 S., R. & W.; thence Easterly along the North line of 34th Avenue to the West line of the Southern Pacific Railroad right-of-way; thence Southerly along said West line 378 ft.; thence Westerly 150 ft.; thence Southerly 548.75 ft.; thence Westerly 150 ft.; thence Hortherly 130 ft.; thence Hortherly along said East line to the place of beginning.

Section 2: EMERGENCY CLAUSE

Insamech as this ordinance is necessary for the immediate preservation of the public health, peace and safety for the citizens of the City of Albany an emergency is hereby declared to exist and it will become effective immediately upon passage by the Council and approval by the Hayor,

Passed by the Council:	April 8	1964
Approved by the Mayor:	April 8	. 1964
•		
/s/ Legry D. Both		
-Napor		
Effective Dates April	8, 1964	<u> </u>

4

ATTEST:

/g/ Ernest W. Lakes City Recorder

STATE OF OREGON)
COUNTY OF LIME) as

I, Ernsst W. Isham, the duly appointed, qualified and acting Recorder of the City of Albany do hereby certify that the foregoing is a true and exact copy of Ordinance No. 3119 as on record in the office of the Recorder of the City of Albany, Linn County, Oregon.

Dated this 13th day of April, 1964

Ernest W. Isher, City Recorder

Exhibit G

Proposed Journal entry to be used to record the transaction on the Company's books

NORTHWEST NATURAL GAS COMPANY Proforma Entries

(Thousands)

	DR		CR
Cash		710	
Utility Plant- Building			406
Utility Plant- Land			21
Gas Plant Purchased or Sold		406	
Gas Plant Purchased or Sold		21	
Accumulated Depreciation		187	
Gas Plant Purchased or Sold			187
Gas Plant Purchased or Sold			710
Tax Expense		183	
Taxes payable			183
Sale of Albany property			
Gas Plant Purchased or Sold		470	
Gain on Sale of Property			470
Transfer from 102			
Gain on Sale of Property		470	
Tax Expense			183
Deferred Gain			287
Deferral of net gain for refund to customers			
Operating Expense-Depreciation			9
Accumulated Depreciation		9	
Income Taxes		3	
Taxes Payable			3
Reduction in depreciation expense net of tax			
	Utility Plant- Building Utility Plant- Land Gas Plant Purchased or Sold Gas Plant Purchased or Sold Accumulated Depreciation Gas Plant Purchased or Sold Gas Plant Purchased or Sold Tax Expense Taxes payable Sale of Albany property Gas Plant Purchased or Sold Gain on Sale of Property Transfer from 102 Gain on Sale of Property Tax Expense Deferred Gain Deferral of net gain for refund to customers Operating Expense-Depreciation Accumulated Depreciation Income Taxes Taxes Payable	Cash Utility Plant- Building Utility Plant- Land Gas Plant Purchased or Sold Gas Plant Purchased or Sold Accumulated Depreciation Gas Plant Purchased or Sold Gas Plant Purchased or Sold Tax Expense Taxes payable Sale of Albany property Gas Plant Purchased or Sold Gain on Sale of Property Transfer from 102 Gain on Sale of Property Tax Expense Deferred Gain Deferral of net gain for refund to customers Operating Expense-Depreciation Accumulated Depreciation Income Taxes Taxes Payable	Cash Utility Plant- Building Utility Plant- Land Gas Plant Purchased or Sold Gas Plant Purchased or Sold Accumulated Depreciation Gas Plant Purchased or Sold Gas Plant Purchased or Sold Gas Plant Purchased or Sold Tax Expense Taxes payable Sale of Albany property Gas Plant Purchased or Sold Gain on Sale of Property Transfer from 102 Gain on Sale of Property Tax Expense Deferred Gain Deferral of net gain for refund to customers Operating Expense-Depreciation Accumulated Depreciation Accumulated Depreciation Income Taxes Income Tax