



First American Title™

First American Title Insurance Company

777 Commercial Street SE, Suite 100
Salem, OR 97301
Phn - (800)742-2414
Fax - (866)849-3065

Order No.: 7081-4049908
April 16, 2024

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

JANET KUDNA, Escrow Officer/Closer
Phone: (971)273-4157 - Fax: (866)848-1677- Email:jkudna@firstam.com
First American Title Insurance Company
777 Commercial Street SE, Suite 100, Salem, OR 97301

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Lauren May, Title Officer
Phone: (503)623-5513 - Email: LMay@firstam.com

5th Amended Preliminary Title Report

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

County Tax Roll Situs Address: 0 Front Street, 1105 Front Street, 1375 Front Street, Salem, OR 97301

2021 ALTA Owners Standard Coverage	Liability \$	Premium \$	
2021 ALTA Owners Extended Coverage	Liability \$ 7,000,000.00	Premium \$	17,865.00
2021 ALTA Lenders Standard Coverage	Liability \$	Premium \$	
2021 ALTA Lenders Extended Coverage	Liability \$	Premium \$	
Endorsement 9.10, 22		Premium \$	
Govt Service Charge		Cost \$	75.00
Other ALTA 8.2-06 Commercial Environmental Lien		Cost \$	1,000.00
Other ALTA 9.2-06 Covenants, Conditions and Restrictions		Cost \$	1,500.00
Other ALTA 17.2-06 Utility Access		Cost \$	200.00
Other ALTA 17-06 Access and Entry		Cost \$	125.00
Other ALTA 18.1-06 Multiple Tax Parcel		Cost \$	75.00
Other ALTA 22-06 Location		Cost \$	50.00
Other ALTA 25-06 Same as Survey		Cost \$	100.00
Other ALTA 28-06 Damage or Enforced Removal		Cost \$	100.00
Other ALTA 28.1-06 Encroachments-Boundaries and Easements		Cost \$	555.00
Other ALTA 39-06 Policy Authentication		Cost \$	50.00
Other ALTA 41.1-06 Water-Improvements		Cost \$	555.00
Other OTIRO 85 Modification of Arbitration Endorsement		Cost \$	0.00

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation 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 April 05, 2024 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

Front Street Properties, LLC, an Oregon limited liability company, as to Parcel I, II, III and IV and Truitt Properties, LLC, an Oregon limited liability company, as to Parcel V

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; 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. 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, 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 subject 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.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
7. Taxes for the year 2023-2024

Tax Amount	\$	28,982.80
Unpaid Balance:	\$	9,660.93 , plus interest and penalties, if any
Code No.:		24010
Map & Tax Lot No.:		073W22AB00900C1

Property ID No.: 349658

(Affects Parcel I, II and III)

8. Taxes for the year 2023-2024

Tax Amount \$ 3,418.59
 Unpaid Balance: \$ 1,139.53 , plus interest and penalties, if any
 Code No.: 24010
 Map & Tax Lot No.: 073W22AB00900C2
 Property ID No.: 352874

(Affects Parcel I, II and III)

9. City liens, if any, of the City of Salem.

Note: There are no liens as of April 16, 2024. All outstanding utility and user fees are not liens and therefore are excluded from coverage.

10. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Willamette River and the ownership of the State of Oregon in that portion lying below the high water mark of Willamette River.

11. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Willamette River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.

12. Any easements or rights of way for existing utilities or other rights of way over those portions of said land lying within the public right of way vacated by Ordinance No. 1578, including terms and provisions thereof.

Recorded: April 7, 1919

13. Easement and conditions contained therein as reserved by:

Ordinance No.: 3632
 Recording Information: August 02, 1944 as [Volume 306, Page 407](#), Film Records
 For: public right-of-way and utility easement

14. Easement, including terms and provisions contained therein:

Recording Information: March 05, 1979 as [Reel 159, Page 5](#), Film Records
 For: roadway and utility purposes

15. Easement, including terms and provisions contained therein:

Recording Information: March 05, 1979 as [Reel 159, Page 1](#), Film Records
 For: roadway and utility purposes

16. Easement, including terms and provisions contained therein:

Recording Information: April 11, 1979 as [Reel 163, Page 886](#), Film Records
 For: Scenic Easement

17. Easement, including terms and provisions contained therein:
Recording Information: January 28, 1981 as [Reel 239, Page 1534](#), Film Records
In Favor of: Portland General Electric Company
For: electric power line and appurtenances
18. Easement, including terms and provisions contained therein:
Recording Information: July 09, 1992 as [Reel 967, Page 341](#), Film Records
For: sanitary sewer line
19. Easement, including terms and provisions contained therein:
Recording Information: November 07, 1913 as [Volume 131, Page 15](#), Film Records
In Favor of: Oregon Electric Railway Company
For: maintenance of slopes
20. Revocable Permit, including terms and provisions thereof.
Recorded: May 21, 1975 as [Reel 15, Page 789](#), Film Records
21. Easement, including terms and provisions contained therein:
Recording Information: January 27, 2000 as [Reel 1666, Page 210](#), Film Records
In Favor of: City of Salem, a municipal corporation
For: public bikeway, pedestrian Paths, and Public Recreation
22. Pipeline Easement (Storm Drain Only), including terms and provisions thereof.
Recorded: August 01, 2001 as [Reel 1817, Page 163](#), Film Records
23. Memorandum of Agreement, including terms and provisions thereof.
Recorded: October 05, 2022 as [Reel 4663, Page 201](#), Film Records
24. Notes, easements, covenants and restrictions as depicted on the face of the following plats: Mill Addition to Salem, recorded March 11, 1889; Town plat of North Salem, recorded May 13, 1871; Willamette Landing, recorded March 08, 1979.
25. Riverfront-Downtown Urban Renewal Plan, including terms and provisions thereof.
Recorded: September 22, 2023 as Document No. [2023-28878](#), Film Records
26. Any conveyance or encumbrance by Front Street Properties, LLC and Truitt Properties, LLC should be executed pursuant to their Operating Agreement, a copy of which should be submitted to this office for inspection.
27. Unrecorded leases or periodic tenancies, if any.
28. Survey by AKS Engineering & Forestry, LLC, dated May 18, 2023, job no. 5968-01 , discloses the following:

Fence and Building Encroachments, utility lines, and possible setback violations
29. This report has been submitted to our underwriter for review and approval. We will inform you of any further exceptions and/or requirements.

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against The Future of Neighborhood Development, LLC that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2023-2024 PAID IN FULL

Tax Amount: \$55,923.94
Map No.: 073W22AB00900C4
Property ID: 352877
Tax Code No.: 24010

(Affects Parcel I, II and III)

NOTE: Taxes for the year 2023-2024 PAID IN FULL

Tax Amount: \$10,718.85
Map No.: 073W22AB00600
Property ID: 584431
Tax Code No.: 24010

(Affects Parcel V)

NOTE: Taxes for the year 2023-2024 PAID IN FULL

Tax Amount: \$13,446.55
Map No.: 073W22AB00300
Property ID: 596343
Tax Code No.: 24010

(Affects Parcel IV)

NOTE: Taxes for the year 2023-2024 PAID IN FULL

Tax Amount: \$2,686.31
Map No.: 073W22AB00900
Property ID: 582542
Tax Code No.: 24970

(Affects Parcel I, II and III)

NOTE: This Preliminary Title 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 24 months of the effective date of this report: NONE

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

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

RECORDING INFORMATION

Filing Address: **First American Title Recorder for Marion County**
777 Commercial St SE, Ste 100, Salem, OR 97301

Recording Fees: \$ **86.00** per document (most documents) (1st page)
\$ **5.00** per additional page
\$ **20.00** non-standard fee
\$ **5.00** each additional title
\$ **5.00** each additional reference

cc: The Future of Neighborhood Development, LLC
cc: Front Street Properties, LLC
cc: Joshua Kay, First Commercial Real Estate Services
365 State Street, Salem, OR 97301

Exhibit "A"

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

Parcel I:

Tract 1: Beginning at the Northeast corner of the South one-half of Lot 7, Block 1, Mill Addition to the City of Salem, Marion County, Oregon. (See Volume 1, Page 90, Record of Town Plats for said County and State.) being that point on the East line of said Lot 7, which is 25 feet Northerly from the Southeast corner of said Lot; thence North 70°35' West along the middle line of said Lot 7, a distance of 200 feet; thence South 19°25' West and parallel to the West line of Front Street, a distance of 60 feet; thence Easterly on a line parallel to the South line of said Lot 7, a distance of 200 feet to said West line of Front Street; thence Northerly along said West line of Front Street, a distance of 60 feet to said Northeasterly corner of said South one-half of Lot 7, Block 1, Mill Addition to the City of Salem, Marion County, Oregon, and the place of beginning.

Tract 2: Beginning at an iron pipe in the West line of Front Street in Salem, Oregon, 25 feet Southerly from the Northeast corner of Lot 7, Block 1, Mill Addition to Salem, Marion County, Oregon; thence North 19°25' East feet along the West line of Front Street, 689.6 feet to the center of Gaines Street; thence North 70°35' West along the center line of Gaines Street, now vacated, 230.33 feet; thence South 19°25' West along the center line of Water Street, now vacated, 298.6 feet; thence North 70°35' West along the Westerly extension of the South line of Block 24, North Salem, 90.57 feet; thence South 19°25' West 216.0 feet; thence North 70°35' West along a Westerly extension of the North line of Lot 4, Block 1, Mill Addition, 85 feet more or less to the low water line of the Willamette River; thence up said River following the low water line of the same to a Westerly extension of the line cutting Lot 7, Block 1, Mill Addition into North and South halves; thence South 70°35' East along said line, 515 feet more or less to the point of beginning.

SAVE AND EXCEPT: Beginning at the Southeast corner of Lot 8, Block 1, Mill Addition to Salem, Marion County, Oregon; thence North 70°35' West along the Southerly line of said Lot 8, a distance of 320.90 feet; thence North 19°25' East parallel with the West line of Front Street, a distance of 136.63 feet to the true point of beginning; thence North 70°35' West parallel with the Southerly line of said Lot 8 and the Westerly extension thereof, a distance of 80.00 feet, more or less, to the low water line of the Willamette River; thence Northerly along said low water line to a point on the Westerly extension of the Southerly line of Lot 3, in said Block 1; thence South 70°35' East along the Westerly extension of the Southerly line of said Lot 3, a distance of 73.00 feet, more or less, to a point which is North 19°25' East 113.72 feet from the true point of beginning; thence South 19°25' West a distance of 113.72 feet to the place of beginning.

Tract 3: Beginning on the Westerly line of Front Street at a point which is 33.00 feet North 19°25' East from the Northeast corner of Block 24, North Salem, Marion County, Oregon; thence North 70°35' West along the center line of Gaines Street (vacated) 230.33 feet; thence South 19°25' West parallel with the Westerly line of said Front Street 250.60 feet to the true point of beginning; thence South 19°25' West, parallel with the Westerly line of said Front Street 48.00 feet; thence North 70°35' West, 90.57 feet; thence North 19°25' East 48.00 feet; thence South 70°35' East 90.57 feet to the true point of beginning.

Tract 4: Beginning at a point which is North 19°25' East 15 feet and North 70°35' West 200 feet from the Southeast corner of Lot 8, Block 1, Mill Addition to Salem, Marion County, Oregon, which point is the true place of beginning; thence North 70°35' West and parallel with Westerly extension of the Southerly line of said Lot 8, 120.9 feet; thence North 19° 25' East 60 feet, more or less, to the Southerly property line of USP Corporation property; thence South 70°35' East and parallel with the Southerly line of the said Lot 8, 120.9 feet; thence South 19°25' West 60 feet, more or less, to the place of beginning.

Parcel II:

Beginning at a point on the Easterly boundary line of Block 25, North Salem, said point bears South 19°25' West 108.00 feet from the Northeast corner of said Block 25 and running thence North 70°35' West, parallel to the Northerly boundary line of Block 25, to the low water line of the Willamette River; thence Southerly, along said low water line, to the Southerly line of that parcel of land described in the exception to Tract 2, said description being recorded in [Reel 42, page 596](#), Marion County Records; thence South 70°35' East, along said Southerly boundary line, 80.00 feet, more or less, to the Southeasterly corner of said exception; thence North 19°25' East 377.72 feet along the Westerly boundary lines of the aforementioned Tract 2 and Tract 3, said Tract 3 being described in [Reel 42, page 597](#), Marion County Records; thence South 70°35' East 90.57 feet, along the Northerly boundary line of said Tract 3, to the Northeasterly corner of same; thence North 19°25' East 250.60 feet, along the aforementioned Westerly boundary line of Tract 2, said Westerly boundary line being the center-line of vacated Water Street to the Northwesterly corner of said Tract 2; thence South 70°35' East 230.33 feet, along the Northerly boundary line of vacated Gaines Street, to the Northerly corner of said Tract 2; thence North 19°25' East 190.60 feet along said Easterly boundary line of Block 25 and its extension to the point of beginning.

Parcel III:

Beginning at the Southeast corner of Lot 8, Block 1, Mill Addition to Salem, in Marion County, Oregon, and thence South 19°30' West a distance of 85.0 feet to the true point of beginning; thence North 70°30' West a distance of 200.0 feet; thence North 19°30' East a distance of 100.0 feet; thence South 70°30' East a distance of 200.0 feet; thence South 19°30' West a distance of 100.0 feet to the true point of beginning.

Parcel IV:

Lot 1, Willamette Landing, in the City of Salem, County of Marion and State of Oregon.

SAVE AND EXCEPT the land described as follows: Beginning at a point on the Southerly right-of-way line of Shipping Street, which is 197.50 feet North 70°37'00" West from the Northeast corner of Lot 1, of said Willamette Landing; thence North 70°37'00" West a distance of 53.26 feet; thence along the arc of a 140.00 foot radius curve to the right a distance of 25.55 feet, a chord of which bears North 14°17'27" East 25.51 feet to the end of said curve; thence North 19°31'05" East 7.49 feet; thence North 79°15'34" East, along the Southerly line of Lot 3, Willamette Landing, a distance of 25.54 feet to a point at the Easterly Southeast corner of said Lot 3, said point also being on the East line of said Willamette Landing; thence South 19°31'05" West along said East line, a distance of 12.72 feet to an angle in said East line; thence South 70°37'00" East along said East line, a distance of 33.47 feet to an angle in said East line; thence South 19°24'59" West along said East line, a distance of 33.00 feet to the point of beginning.

Lot 2, Willamette Landing, in the City of Salem, County of Marion and State of Oregon.

SAVE AND EXCEPT the land described as follows: Beginning at a point on the Southerly right-of-way line of Shipping Street, which is 269.46 feet North 70°37'00" West from the Northeast corner of Lot 1, of said Willamette Landing; thence North 70°37'00" West a distance of 18.70 feet; thence South 79°25'00" West a distance of 68.61 feet to a property corner between said Lots 2 and 3; thence North 10°43'47" West, along said property line between Lots 2 and 3, a distance of 20.01 feet to an angle in said line; thence North 79°15'34" East, along the Southerly line of said Lot 3, a distance of 99.35 feet; thence South 19°31'05" West 7.49 feet to the beginning of a 140.00 foot radius curve to the right; thence along the arc of said curve a distance of 25.55 feet, a chord of which bears South 14°17'27" West 25.51 feet to the point of beginning.

Parcel V:

Beginning at the Northeast corner of Block 25, North Salem, and running thence South 19°25' West 108.00 feet along the Easterly boundary line of said Block 25; thence North 70°35' West, parallel with the Northerly boundary line of said Block 25, to the low water line of the Willamette River; thence Northerly, along said low water line, to a point on the Westerly extension of the centerline of Hood Street; thence

South 70°35' East, along said Westerly extension, to a point on the Northerly extension of the Westerly boundary line of the aforementioned Block 25; thence South 19°25' West 33.00 feet, along said Northerly extension, to the Northwesterly corner of said Block 25; thence South 70°35' East 197.50 feet, along the Northerly boundary line of said Block 25, to the point of beginning.

ALSO:

Beginning at the Northeast corner of Lot 1, Block 25, North Salem; thence running Westerly along the Northerly lines of Lots 1 and 8 a distance of 197.50 feet to the Northwest corner of Lot 8; thence running Northeasterly and parallel with the Easterly line of said Block 25 a distance of 33.0 feet; thence running Easterly and parallel with the North lines of Lots 8 and 1 a distance of 197.50 feet to the Westerly edge of Front Street, in the City of Salem; thence running Southerly along the edge of Front Street a distance of 33.0 feet to the place of beginning, and being the Southerly one-half of vacated Hood Street.

Together with a perpetual non-exclusive easement for roadway and utility purposes, including the terms and provisions thereof, over and across and under the following described property:

Beginning at the point of intersection of the Westerly right-of-way line of Front Street with the centerline of vacated Hood Street in North Salem Addition in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 19°25' East along the Westerly right-of-way line of said Front Street, 20.00 feet; thence North 70°37' West, parallel with the centerline of vacated Hood Street, 170.00 feet; thence South 19°25' West parallel with the Westerly right-of-way line of Front Street, 20.00 feet to a point on the centerline of vacated Hood Street; thence South 70° 37' East along the centerline of vacated Hood Street, 170.00 feet to the point of beginning, as set forth in instrument recorded March 6, 1979, in [Reel 159, Page 5](#), Film Records for Marion County, Oregon.

NOTE: This legal description was created prior to January 1, 2008.



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (07/01/21)

The following matters are 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:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates 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 remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA OWNER'S POLICY (07/01/21)

The following matters are 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:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

SCHEDULE OF STANDARD 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. 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, 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 subject 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.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

Rev. 07-01-21



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

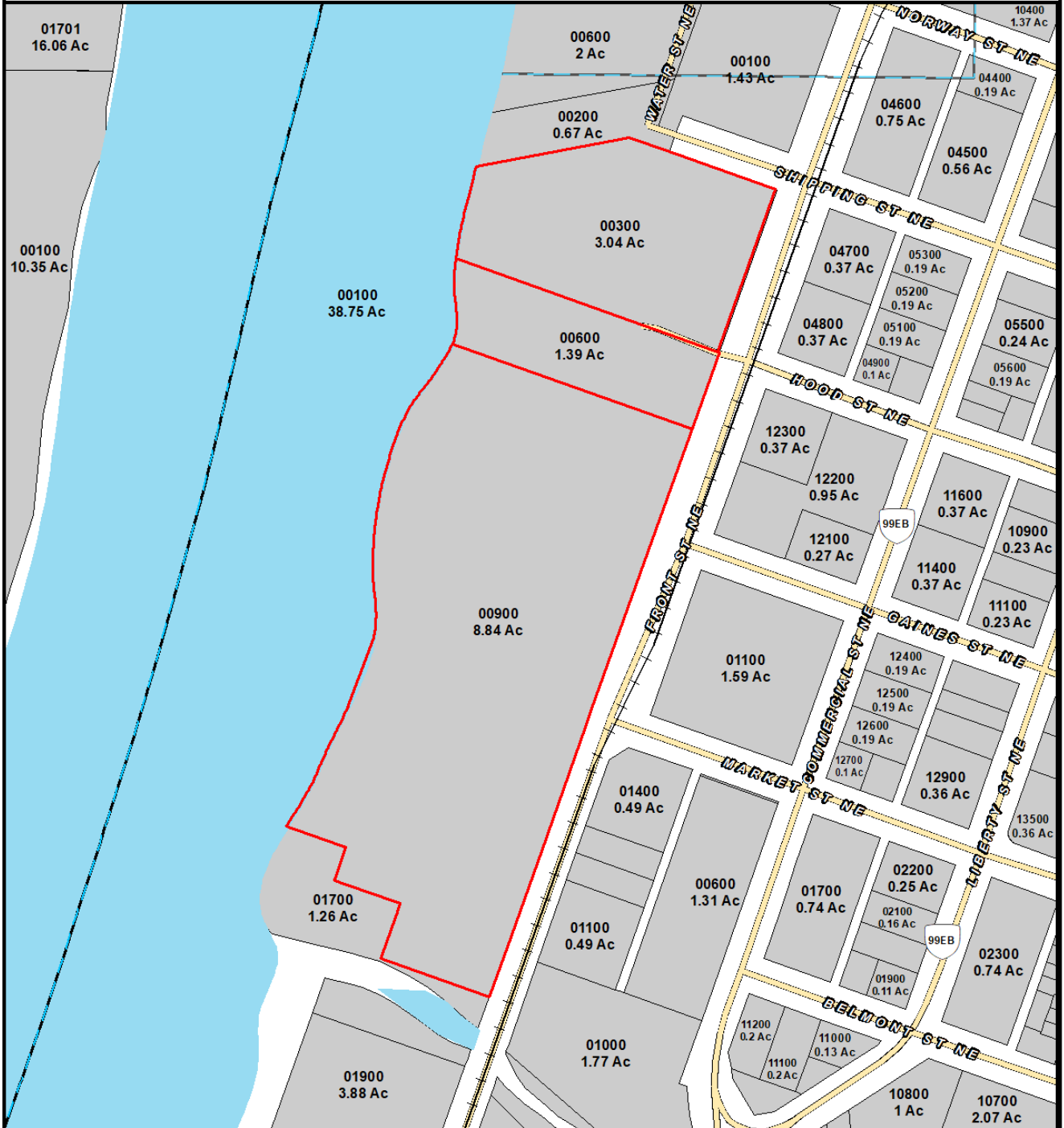
Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.



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Subject



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3/28/2023

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