



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor 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 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. 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 Chicago 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

Peter Harris



315 Commercial St SE, Ste 150, Salem, OR 97301
(503)585-1881 FAX (503)370-7915

PRELIMINARY REPORT

ESCROW OFFICER: Laura Thies
Laura.Thies@TicorTitle.com
(503)585-1881

ORDER NO.: 471824131974
Supplement 1st: Plant date; Add
chain of title to 1960

TITLE OFFICER: Dave Driskill

TO: Ticor Title Company of Oregon
315 Commercial St SE, Ste 150
Salem, OR 97301

ESCROW LICENSE NO.: 200406224

BUYER/BORROWER: Micronesian Islander Community

PROPERTY ADDRESS: 2210-2230 Commercial Street NE, Salem, OR 97301-0716

EFFECTIVE DATE: June 17, 2024, 08:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Loan Policy 2021	\$ 600,000.00	\$ 1,500.00
Extended Lender's (Short Term Rate)		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06)		\$ 150.00
Government Lien Search		\$ 200.00
Additional Chain of title		\$ 300.00

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:

Micronesian Islander Community

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

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

EXHIBIT "A"
[Legal Description](#)

PARCEL 1:

The Southerly 36.6 feet of Lot 6 and the Northerly 5.0 feet of Lot 5, Block 8, COMPTON'S ADDITION NO. 1 to Salem, Marion County, Oregon.

PARCEL 2:

Lot 8, Block 13, RIVER VIEW PARK ADDITION to Salem, Marion County, Oregon.

PARCEL 3:

The Northerly 13.4 feet of Lot 6 and all of Lots 7 and 8, Block 8, COMPTON'S ADDITION NO. 1 to Salem, Marion County, Oregon.

PARCEL 4:

Lot 5, Block 8, COMPTON'S ADDITION NO. 1 to Salem, Marion County, Oregon.

EXCEPT the Northerly 5 feet of said Lot.

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 2024-2025.
7. Taxes, including current year, have been assessed with an exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Exemption: LIRH 307.517 Low Income Rental Housing
Tax Account No.: [570227](#), 570229 and 587737

8. Taxes, including current year, have been assessed with an exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

Exemption: NCLIH 307.541 Nonprofit Corporation Low Income
Tax Account No.: [570228](#)

9. City Liens, if any, in favor of the City of Salem. None found as of June 19, 2024.

10. A line of credit trust deed, security agreement, fixture filing and assignment of leases and rents to secure an indebtedness in the amount shown below,

Amount: \$450,000.00
Dated: March 1, 2023
Trustor/Grantor: Micronesian Islander Community, an Oregon nonprofit public benefit corporation
Trustee: Ticor Title of Salem
Beneficiary: State of Oregon, acting by and through its Housing and Community Services Department
Loan No.: Not Disclosed
Recording Date: March 14, 2023
Recording No: [Reel 4694, Page 141](#)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

11. State of Oregon Housing and Community Services Department Land Acquisition Program Regulatory Agreement and Declaration of Land-Use Restrictive Covenants

Executed by and Between: Micronesian Islander Community, an Oregon nonprofit public benefit corporation and State of Oregon, acting by and through its Housing and Community Services Department
Recording Date: March 14, 2023
Recording No.: [Reel 4694, Page 142](#)
Affects: See document for details

12. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
13. Note: We find no Notice of Completion recorded on said Land.
14. The Company has on file a copy of the Bylaws for Micronesian Islander Community, dated November 8, 2011. A copy of any amendments subsequent to the date of said Bylaws should be furnished for review prior to closing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

The Oregon Corporation Commission records show that as of June 19, 2024, Micronesian Islander Community is an active Oregon corporation and is currently in good standing.

15. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

16. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

17. 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.

The Company will require a survey of the Land by a professional surveyor, and this exception may be eliminated or limited as a result thereof.

THE FOLLOWING DEEDS AFFECT PARCEL 1:

Warranty Deed:

From: J. H. Thompson and Jennie R. Thompson, husband and wife
To: D. B. Maxfield and Helen E. Maxfield
Dated: March 20, 1959
Recording Date: March 23, 1959
Recording No: [Vol. 520, Page 853](#)

Contract:

From: D. B. Maxfield and Helen E. Maxfield
To: Clyde W Wells and Luella E. Wells
Dated: December 30, 1964
Recording Date: February 3, 1965
Recording No: [Vol. 596, Page 368](#)

Warranty Deed:

From: Walter A. De Puy and Mabel L. De Puy
To: D. B. Maxfield and Helen E. Maxfield
Dated: February 1, 1965
Recording Date: December 29, 1965
Recording No: [Vol. 611, Page 198](#)

Warranty Deed:

From: D. B. Maxfield and Helen E. Maxfield
To: Bradley W. Burkland and Elda E. Burkland, husband and wife
Dated: March 24, 1966
Recording Date: March 25, 1966
Recording No: [Vol. 614, Page 548](#)

Warranty Deed:

From: Bradley W. Burkland and Elda E. Burkland, husband and wife
To: John L. Ahlbin
Dated: June 1, 1972
Recording Date: June 5, 1972
Recording No: [Vol. 727, Page 798](#)

Contract:

From: John L. Ahlbin
To: John Boss
Dated: August 31, 1977
Recording Date: September 1, 1977
Recording No: [Reel 94, Page 344](#)

Assignment of Contract:

From: John Boss

To: Ted T. Kightlinger and Richard D. Lee
Dated: February 7, 1980
Recording Date: February 8, 1980
Recording No: [Reel 201, Page 783](#)

Warranty Deed:

From: John L. Ahlbin
To: Ted T. Kightlinger and Richard D. Lee
Dated: September 29, 1982
Recording Date: September 30, 1982
Recording No: [Reel 291, Page 1518](#)

THE FOLLOWING DEEDS AFFECT PARCEL 2:

A Warranty Deed:

From: Howard E Elwood and Ethel Marie Elwood, his wife
To: Guy L. Willson and Evedna H. Willson
Dated: January 11, 1956
Recording Date: January 16, 1956
Recording No: [Vol. 483, Page 780](#)

Warranty Deed:

From: Walter A. Martin and Priscilla J. Martin, husband and wife
To: Guy L. Willson and Evedna H. Willson
Dated: April 15, 1960
Recording Date: June 21, 1960
Recording No: [Vol. 535, Page 155](#)

A Warranty Deed:

From: Guy L. Willson and Evedna H. Willson
To: Roy B. Hamilton and Joan T. Hamilton
Dated: April 15, 1960
Recording Date: June 21, 1960
Recording No: [Vol. 535, Page 155](#)

Warranty Deed:

From: Roy B. Hamilton and Joan T. Hamilton
To: Vernon D. Leek and Matred Leek
Dated: April 15, 1960
Recording Date: June 21, 1960
Recording No: [Vol. 535, Page 157](#)

Warranty Deed:

From: Vernon D. Leek and Matred Leek, husband and wife
To: Everett C Dale and Eva M. Dale
Dated: August 21, 1962
Recording Date: August 30, 1962
Recording No: [Vol. 563, Page 115](#)

Contract:

From: John N. Rawls and Imogene C. Rawls
To: Edwin J. Williams and Fay S. Williams, husband and wife
Dated: January 29, 1979
Recording Date: January 30, 1979
Recording No: [Reel 155, Page 311](#)

Assignment Contract:

From: Edwin J. Williams and Fay S. Williams, husband and wife

To: Ted T. Kightlinger and Richard D. Lee
Dated: October 19, 1979
Recording Date: October 24, 1979
Recording No: [Reel 189, Page 857](#)

Warranty Deed:

From: Eva M. Layne, formerly Eva M. Dale, and Robert N. Layne, wife and husband
To: Imogene C. Rawls
Dated: September 1984
Recording Date: September 19, 1984
Recording No: [Reel 357, Page 252](#)

Warranty Deed:

From: Imogene C. Rawls, surviving spouse of John W. Rawls, deceased
To: Ted T. Kightlinger and Richard D. Lee
Dated: June 27, 1990
Recording Date: August 15, 1990
Recording No: [Reel 791, Page 480](#)

THE FOLLOWING DEEDS AFFECT PARCEL 3:

Deed:

From: Agnes G Barey, a widow
To: Archie R. Lee
Recording Date: June 18, 1945
Recording No: [Vol. 323, Page 374](#)

Warranty Deed:

From: Clarence Roy Lee, Robert Marion Lee, Cordillea Alfreda Weber, Phil Don Lee, and
Linda Mary Risso
To: Clara May Lee and Darlene Marie Lee
Dated: October 14, 1970
Recording Date: October 16, 1970
Recording No: [Vol. 692, Page 429](#)

Warranty Deed:

From: Clara May Lee and Darlene Marie Lee
To: Ted T. Kightlinger and Richard D. Lee
Dated: June 29, 1977
Recording Date: June 30, 1977
Recording No: [Reel 86, Page 1629](#)

Quitclaim Deed:

From: Imogene C. Rawls
To: Ted T. Kightlinger and Richard D. Lee
Dated: July 18, 1988
Recording Date: September 25, 1989
Recording No: [Reel 719, Page 57](#)

THE FOLLOWING DEEDS AFFECTS PARCEL 1, 2 and 3:

A Contract:

From: Ted T. Kightlinger and Richard D. Lee
To: David V. Waldner
Dated: September 20, 1989
Recording Date: September 25, 1989
Recording No: [Reel 719, Page 58](#)
Affects Parcels 1-3

A Quitclaim Deed:

From: David V. Waldner
To: Ted T. Kightlinger and Richard D. Lee
Dated: March 8, 1990
Recording Date: June 22, 1990
Recording No: [Reel 779, Page 37](#)
Affects Parcels 1-3

A Warranty Deed:

From: Ted T. Kightlinger and Richard D. Lee
To: Dale R. Peterson
Dated: August 13, 1990
Recording Date: August 15, 1990
Recording No: [Reel 791, Page 479](#)
Affects Parcels 1-3

A Warranty Deed:

From: Dale R. Peterson
To: Jack J. Williams
Dated: October 15, 1996
Recording Date: October 16, 1996
Recording No: [Reel 1347, Page 317](#)
Affects Parcels 1-3

A Warranty Deed:

From: Jack J. Williams
To: Jay Coleman
Dated: April 15, 1997
Recording Date: April 22, 1997
Recording No: [Reel 1387, Page 752](#)
Affects Parcels 1-3

Deed in Lieu:

From: Jay Coleman
To: Jack J. Williams
Dated: April 30, 1998
Recording Date: May 4, 1998
Recording No: [Reel 1484, Page 713](#)
Affects Parcels 1-3

THE FOLLOWING DEEDS AFFECT PARCEL 4:

Warranty Deed:

From: Harold H. White and Mary Jane White, husband and wife
To: Ronald E. Jones and Madge B. Jones, husband and wife
Dated: March 21, 1952
Recording Date: March 24, 1952
Recording No: [Vol. 438, Page 73](#)
Warranty Deed:

From: Madge B. Jones
To: Frank L. Le May & Roberta LeMay, husband and wife
Dated: November 8, 1977
Recording Date: November 14, 1977
Recording No: [Reel 102, Page 1584](#)

SALE AGREEMENT:

From: Frank L. Le May & Roberta LeMay, husband and wife
To: Badley K. LeMay
Dated: November 24, 1978
Recording Date: December 11, 1978
Recording No: [Reel 149, Page 1540](#)

Warranty Deed:

From: Frank L. LeMay and Roberta LeMay, husband and wife
To: Bradley K. LeMay
Dated: March 25, 1987
Recording Date: April 23, 1987
Recording No: [Reel 541, Page 251](#)

Warranty Deed:

From: Bradley K. LeMay
To: Donald H. Adler
Dated: July 28, 2000
Recording Date: August 1, 2000
Recording No: [Reel 1708, Page 557](#)
Re-Recording Date: September 6, 2000
Re-Recording No: [Reel 1717, Page 305](#)

THE FOLLOWING DEEDS AFFECT ALL PARCELS:

Bargain and Deed:

From: Donald H. Adler
To: John D Annand, II and Edna Annand, Trustees Under the Annand Living Trust, dated November 1, 2002 (80%); Brian K. Annand (10%); Leslie S. Annand (10%)
Dated: September 30, 2005
Recording Date: September 30, 2005
Recording No: [Reel 2546, Page 20](#)

Bargain and Deed:

From: Brian Annand
To: Annand Properties I--C, LLC 10% interest
Dated: December 29, 2005
Recording Date: October 9, 2006
Recording No: [Reel 2716, Page 424](#)
Bargain and Deed:

From: Leslie Annand
To: Annand Properties I--C, LLC 10% interest
Dated: December 28, 2005
Recording Date: October 9, 2006
Recording No: [Reel 2716, Page 425](#)
Bargain and Deed:

From: John D Annand, II and Edna Annand
To: Annand Properties I--C, LLC 80% interest
Dated: December 28, 2005
Recording Date: October 9, 2006
Recording No: [Reel 2716, Page 426](#)
Bargain and Deed:

From: John D Annand, II and Edna Annand, Trustees Under the Annand Living Trust, dated November 1, 2002
To: John D Annand, II and Edna Annand, 80% undivided interest
Dated: December 28, 2005
Recording Date: October 9, 2006
Recording No: [Reel 2716, Page 427](#)

Warranty Deed:

From: Annand Properties I--C, LLC, an Oregon limited liability company
To: Micronesian Islander Community
Dated: March 7, 2023
Recording Date: March 14, 2023
Recording No: [Reel 4694, Page 140](#)

ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year: 2023-2024
Amount: \$1,206.27
Levy Code: 24010
Account No.: [570227](#)
Map No.: 073W15DA03100
Affects Parcel 4

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

Fiscal Year: 2023-2024
Amount: \$818.64
Levy Code: 24010
Account No.: [570228](#)
Map No.: 073W15DA03200
Affects Parcel 1

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.

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

Fiscal Year: 2023-2024
Amount: \$1,637.09
Levy Code: 24010
Account No.: [570229](#)
Map No.: 073W15DA03300
Affects Parcel 3

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.

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

Fiscal Year: 2023-2024
Amount: \$975.44
Levy Code: 24010
Account No.: [587737](#)
Map No.: 073W15DA03400
Affects Parcel 2

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.

- E. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

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

Parties: Micronesian Islander Community

- G. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

- H. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Annand Properties I-C, LLC, an Oregon limited liability company
Grantee: Micronesian Islander Community
Recording Date: March 14, 2023
Recording No: [Reel 4694, Page 140](#)

- I. 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.

- J. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	\$86.00	\$5.00
Benton	\$108.00	\$5.00
Polk	\$91.00	\$5.00
Linn	\$105.00	\$5.00

Note: When possible the company will record electronically. An additional charge may be applied.

Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1455 SW Broadway, Suite 1450
Portland, OR. 97201

- K. 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.

- L. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:
Fiscal Year: July 1st through June 30th
Taxes become a lien on real property, but are not yet payable: July 1st
Taxes become certified and payable (approximately on this date): October 15th
First one third payment of taxes is due: November 15th
Second one third payment of taxes is due: February 15th
Final payment of taxes is due: May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE
2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
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:

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.
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 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 reason not stated in the 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.

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:

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, 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.
5. 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.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

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, or
 - 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.

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:

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, 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.
5. 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.

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 Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these 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 others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose 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 affiliated or 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 affiliated or nonaffiliated third parties 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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

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 additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: aginquiries@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 Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your 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.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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