UNTIL FURTHER NOTICE, SEND ALL TAX STATEMENTS TO: Boulder Hill LLC Robert W. Nunn, Manager 1000 SW Broadway, Suite 1400 Portland, OR 97205-3089

# AFTER COMPLETING RECORDING, RETURN THIS DOCUMENT TO:

Evans, Freeby & Jennings, LLP Attorneys at Law 280 Court St. NE Salem, OR 97301

## BARGAIN AND SALE DEED

ROBERT W. NUNN, Trustee under the EVELYN M. COBURN LIVING TRUST, dated March 15, 1995, GRANTOR

Conveys to

## BOULDER HILL LLC, an Oregon Manager-Managed Limited Liability Company GRANTEE

All the following real property situated in Marion County, State of Oregon, specifically described on Exhibit "A" hereto and by this reference incorporated herein, generally described as: Tax Lot 100, Tax Account No. R32163; Tax Lot 200, Tax Account No. R32163, and Tax Lot 601, Tax Account No. R32158.

The true and actual consideration for this transfer is other than money.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 23rd day of May, 2002.

GRANTOR Evelyn M. Coburn Living Trust, dated March 15, 1995

By: Robert W. Nunn, Trustee

STATE OF OREGON, County of Marion

Personally appeared before me this 23<sup>rd</sup> day of May, 2002, Robert W. Nunn, as Trustee and acknowledged the foregoing instrument to be his voluntary act.

) ss.

NEXPIRES APR 18, 200

Aprime Syme Tremply, Notary Public for Oregon 1. 18 62

My Commission Expires: 11-18-03

KELL PAGE 1950 327

## EXHIBIT A

#### LEGAL DESCRIPTION Map 8S-3W-11D; Tax Lots 100, 200, and 601:

#### Tax Lot 100 Account No. R32164

Beginning at the Northeast corner of the Southeast Quarter of Section 11, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 0° 30' West along the East line of said Section, a distance of 929.74 feet, more or less, to the North line of that tract of land described in Document No. 116205 Circuit Court Journal for Marion County; thence westerly along the North line of said tract, a distance of 125.00 feet; thence South 0° 30' West parallel with the East line of said Section 11, a distance of 303.27 feet to a point on the northerly line of that tract of land conveyed to Kathryn L. Young, Linda S. Schaeffers and Robert W. Nunn by deed recorded in Reel 1021, Page 231, Deed Records for Marion County, Oregon; thence South 67° 30' West along said northerly line a distance of 398.72 feet to the Northwest corner thereof; thence South 14° 34' 00" East 370.20 feet to the Southwest corner of said tract; thence North 89° 47' 36" West 51.83 feet to the Southeast corner of that tract of land conveyed to Dale E. Christison and Darlene A. Christison by deed recorded in Reel 76, Page 282, Deed Records for Marion County, Oregon; thence North 14° 34' 00" West along the easterly line of said Christison tract, a distance of 350.00 feet to the Northeast corner thereof; thence South 67° 30; 00" West along the northerly line of said Christison tract, a distance of 131.77 feet to a point which is 660.00 feet West of the East line of said Section 11, thence North 0° 30' East parallel with the East line of said Section 11, a distance of 1454.12 feet to a point on the North line of the Southeast Quarter of said Section 11; thence easterly along said North line, a distance of 660.00 feet to the point of beginning.

Contains 19.57 acres of land, more or less.

## Tax Lot 200 Tax Account No. R32163

Beginning 10 chains West of the Northeast corner of the Southeast quarter of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, State of Oregon, and running thence South 26.62 chains; thence North 23°45' West 9.68 chains; thence North 50°45' West 4.80 chains; thence North 15° East 16.60 chains; thence East 3.35 chains to the place of beginning in Section 11, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon.

SAVE AND EXCEPT: Beginning in the center of a County Road at a point which is North 89°49' West 315.48 feet and North 22°30' West 876.91 feet from the Southeast corner of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 67°30' East 232.90 feet; thence North 14°34' West 350.00 feet; thence South 67°30' West 281.20 feet to the center of said County Road; thence South 22°30' East along the center of said County Road; thence of beginning.

SAVE AND EXCEPT: Beginning at the point of intersection of the Northerly line of County Road No. 839 (commonly known as Battle Greek Rd.) and the Easterly line of Market Road No. 25 (commonly known as Reed Road) and being in the Southeast quarter of Section 11, Township 8 South, Range 1 Wear, of the Willamette Meridian, Marion County, Gregon; thence South 8511146" East 49 49 feet along the Northerly line of said County Road Hu 419 to a point, thenese North 130917" West SLOI feet to a point on the Eosterly line of said Market Road No. 25; thence South 1453146" West 37 00 feet along sold Easterly line to the point of beginning.

SAVE AND EXCEPT that portion of the premises herein described lying stails for limits of roads, screecs and highways

#### Tax Lot 601 Tax Account No. R32158

Beginning at the Southeast corner of that tract of land conveyed to Kathryn L. Young, Linda S. Schaeffers and Robert W. Nunn by deed recorded in Reel 1021, Page 231, Deed Records for Marion County, Oregon which point is recorded as being North 0° 30' East 1064.65 feet from the Southeast corner of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 0° 30' West along the East line of said Section 11, a distance of 208.73 feet, more or less, to a point on the northerly right-of-way line of Kuebler Boulevard; thence South 69° 58' 53" West along the northerly right-of-way line, a distance of 24.48 feet, more or less, to an angle point in said right-of-way line; thence South 63° 02' 05" West along said right-of-way line a distance of 102.74 feet to an angle point in said right-of-way line; thence South 54° 40' 44" West along said right-of-way line a distance of 167.14 feet to the Southeast corner of that tract of land conveyed to Bernard F. Bednarz and Miriam L. Bednarz, husband and wife, by deed recorded in Volume 681, Page 328, Deed Records for Marion County, Oregon; thence North 14° 34' West along the East line of said Bednarz tract, a distance of 222.00 feet to the Northeast corner thereof; thence North 67° 30' East along the southerly line of said tract described in Reel 1021, Page 231, Deed Records, a distance of 345.77 feet to the point of beginning.

Contains 1.44 acres of land, more or less.

## **REEL:1950**

## **PAGE: 327**

# May 29, 2002, 02:46 pm.

CONTROL #: 59651

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

ALAN H DAVIDSON COUNTY CLERK

THIS IS NOT AN INVOICE.

,42405 R HER ET 215REEL 3 PAGE EASEMENT NKW ALL MEN BY THESE ITUSENTS, THAT MARKEN EVERYN M. COBURN Lasty benen and Tho TLOLLARS. for the consideration of (Cary for the consideration of Convergence of the second findad 15.00 FOOT PERMANENT EACEMENT: 7.50 feet on each side of the following described center-line: Beginning at the most Easterly corner of a certain tract of land conveyed by deed to Roger A. Merulli and Bonnie J. Herulli and recorded in Volume 726, Page 056 of Deed Records for Harion County, Oregon; thence northwesterly along the Northeast line of said Merulli tract to a point 5.00 feet from the Southeast line of said Herulli tract if measured perpendicular thereto, to the TRUE POINT OF BEGINNING; thence N 30° 48° 5, 95.8 feat-thence N 18° 091 M to the Fasterly line of Beed Page and there tormination feet; thence N 18° 09' W to the Easterly line of Reed Road and there terminating. SAVE AND EXCEPT: All public roads and right-of-ways. together with a temporary working easement as follows, to-wit: 30.00 FOOT TEMPORARY EASEMENT: 37.50 feet on the right side of the following described line: Beginning at the most Easterly corner of a certain tract of land conveyed by deed to Roger A. Herulli and Bonnie J. Merulli and recorded in Volume 726, Page 056 deed to Roger A, nerviii and bonnie J, nerviii and recorded in volume  $\chi_{CO}$ , raje 050 of Deed Records for Harlon County, Oregon; thence northwesterly along the Northeast line of said Herulli tract to a point 5.00 feet from the Southeast line of said Herulli tract if measured perpendicular thereto; to the TRUE POINT OF DEGINNING; thence N 30° h8' E, 95.8 feet; thence N 18° 09' V to the Easterly line of Reed Road and there reconstitue. terminating. SAVE AND EXCEPT: All public roads and right-of-ways. ALSO DAVE AND EVERT: The previously described permanent easement. The temporary working easement shall be effective only for and during the time of the initial construction and laying of the pipeline hereinafter described. The permanent right of way and easement shall include the right, privilege, and wanthority, to the said City of Salem, to excavate for, and to construct, install, lay, 73 5 968

42405 REEL 3 PAGE 216 opunite maintain and remove an unicryround nover pipeline or pipelines, with all an-purtnermonen incident thereto or necessary therewith, for the purpose of outchirg, carry-ing, and converging newsge wate and surplus waters, and for similar uses in, under and across the maid promises, bogutner with the right of the said City of Salem to place, install, maintain, inspect, add to the number of antrelocate pipelines and necessary appurtenences, and make excavations therefore from time to time, in under and through the above described promises within said right of way, and to cut and remove from said right of way any trees and other obstructions which may endager the safety or inter-fere with the use of said pipelines, or appurtenences attached to or connected there-with; and the right of ingress and egress to and over said above described premises Iere with the use of said pipelines, or appurtenances attached to or connected there-with; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of patrolling the pipeline or repairing, renowing, or adding to the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted. The City of Sales, upon the initial installation, and upon each and every occasion that the same is repaired remarked, added to or removed, shall restore the precises of the grantor\_\_\_\_, and any buildings or improvements disturbed by the City, to as good condi-tion as they were prior to any such installation or work, including the restoration of any topsoil. hand and seal this /? day of Pertubie 19<u>79</u>. Evelyn M. Coburn (SEAL) (SEAL) APPFOVED: Director APPROVED AS TO TOPH: City Attorney STATE OF ORLIGON . county of Marcay } On this day of (12) Notary Public in and for said County 9 day of ( befidne me, a State, personally berned m. Cabern' Known to me to be the person whose name <u>car</u> subscribed to the within instrument and acknowledge that <u>car</u> executed the same for the purposes therein contained. IN WITNESS WITREDF, I have hereunto set my hand an official seal on the day and year above written. NOTARY PUPEre POLY OR DELTA My Commission Expires: STATE OF ORSGON } I have a future to a set 



## 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, Conditions and Stipulations or Conditions of said policy forms.

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of 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 Itmo



1433 SW 6th Avenue, Portland, OR 97201 (503)646-4444 FAX (503)219-9984

## PRELIMINARY REPORT

TITLE OFFICER: Tina Turner

ORDER NO.: 471817060911 Supplement 1: Eff date/taxes/city lien

 TO: Lawyers Title of Oregon, LLC Krista Thorne
 1915 NW Amberglen Parkway, Suite 155 Beaverton, OR 97006
 OWNER/SELLER: Boulder Hill LLC

BUYER/BORROWER: Westwood Homes LLC PROPERTY ADDRESS: 0 Battlecreek Road, Salem, OR 97301

## EFFECTIVE DATE: March 15, 2018, 08:00 AM

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

	AMOUNT	PREMIUM
ALTA Owner's Policy 2006	\$ 4,822,000.00	\$ 7,833.00
Owner's Standard		
Government Lien Search		\$ 40.00

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:

Boulder Hill LLC, an Oregon Manager-Managed Limited Liability Company

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

Beginning at the Northeast corner of the Southeast one-guarter of Section 11. Township 8 South, Range 3 West, of the Willamette Meridian, in the County of Marion and State of Oregon; thence South 00° 30' West along the East line of said Section, a distance of 929.74 feet, more or less, to the North line of that tract of land described in Document No. 116205, Circuit Court Journal for Marion County; thence Westerly along the North line of said tract, a distance of 125.00 feet; thence South 00° 30' West, parallel with the East line of said Section 11, a distance of 303.27 feet to a point on the Northerly line of that tract of land conveyed to Kathryn L. Young, Linda S. Schaeffers and Robert W. Nunn by deed recorded in Reel 1021, Page 231, Deed Records for Marion County, Oregon; thence South 67° 30' West along said Northerly line, a distance of 398.72 feet to the Northwest corner thereof; thence South 14° 34' 00" East, 370.20 feet to the Southwest corner of said tract; thence North 89° 47' 36" West, 51.83 feet to the Southeast corner of that tract of land conveyed to Dale E. Christison and Darlene A. Christison by deed recorded in Reel 76, Page 282, Deed Records for Marion County, Oregon; thence North 14° 34' 00" West along the Easterly line of said Christison tract, a distance of 350.00 feet to the Northeast corner thereof; thence South 67° 30' 00" West along the Northerly line of said Christison tract, a distance of 131.77 feet to a point which is 660.00 feet West of the East line of said Section 11; thence North 00° 30' East, parallel with the East line of said Section 11, a distance of 1,454.12 feet to a point on the North line of the Southeast one-quarter of said Section 11; thence Easterly along said North line, a distance of 660.00 feet to the point of beginning.

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. The Land has been classified as farm, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 7. City Liens, if any, in favor of the City of Salem. None found as of March 20, 2018.
- 8. Rights of the public to any portion of the Land lying within the limits of streets, roads and highways.
- 9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Salem, a municipal corporation
Purpose:	as mentioned in said easement
Recording Date:	October 30, 1974
Recording No:	Reel 3, Page 215

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Warne H. Nunn and Delores R. Nunn, husband and wife
Purpose:	road and right of way
Recording Date:	April 4, 1977
Recording No:	Reel 76, Page 1096

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Salem, Oregon, an Oregon municipal corporation
Purpose:	as mentioned in said easement
Filed Date:	February 15, 1989
Case No:	87C12160

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Salem, a municipal corporation
Purpose:	pipeline
Recording Date:	October 4, 1994
Recording No:	Reel 1196, Page 413

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Salem, a municipal corporation
Purpose:	pipeline
Recording Date:	October 4, 1994
Recording No:	Reel 1196, Page 415

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Salem, a municipal corporation
Purpose:	construction
Recording Date:	October 4, 1994
Recording No:	Reel 1196, Page 416

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Salem, a municipal corporation
Purpose:	slope
Recording Date:	October 4, 1994
Recording No:	Reel 1196, Page 417

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Salem, a municipal corporation
Purpose:	storm drain
Recording Date:	October 4, 1994
Recording No:	Reel 1196, Page 418

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Portland General Electric Company ("PGE"), an Oregon corporation
Purpose:	power line
Recording Date:	March 23, 1995
Recording No:	Reel 1227, Page 774

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Douglas M. Drager
Purpose:	sewer
Recording Date:	February 8, 1999
Recording No:	Reel 1566, Page 652

19. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

20. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Boulder Hill LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

- 21. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
  - a) The rights of tenants holding under unrecorded leases or tenancies
  - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
  - c) Any facts which would be disclosed by an accurate survey of the Land

## ADDITIONAL REQUIREMENTS/NOTES:

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

2017-2018
\$246.51
92401000
R32164
083W11D 00100

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. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

C. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Westwood Homes LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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

Parties: Westwood Homes LLC

- E. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- F. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- G. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- H. 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.

I. Recording Charge (Per Document) is the following: County First Page Eau Marion \$46.00 Benton \$68.00 Polk \$51.00 Linn \$65.00

Each Additional Page \$5.00 \$5.00 \$5.00 \$5.00 \$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address: Portland Title Group Attn: Recorder 1433 SW 6th Ave. Portland, OR. 97201

J. 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.

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

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured
- Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with 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) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. 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.
- 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.
- 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 5. 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:

- 1. (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; (i)
  - (ii) the character, dimensions or location of any improvement erected on the land; (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the
- coverage provided under Covered Risk 6. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in 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:

- 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.
- 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.





## WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complain Center: <u>http://www.ic3.gov</u>

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## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<b>Types of Information Collected.</b> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	<b>How Information is Collected</b> . We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
<b>Use of Collected Information</b> . We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	<u>When Information Is Disclosed</u> . We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
<b><u>Choices With Your Information</u></b> . Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	<b>Information From Children</b> . We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
<b>Privacy Outside the Website</b> . We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	<b>International Users</b> . By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
<b><u>The California Online Privacy Protection Act</u>. Some FNF in some cases, their websites collect information on behalf responsible for taking action or making changes to any const</b>	of mortgage loan servicers. The mortgage loan servicer is
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at <u>privacy@fnf.com</u> or as directed at the end of this Privacy Notice.

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estateand loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

## Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

## How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- <u>Browser Log Files</u>. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- <u>Cookies</u>. When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

## Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

## When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

## **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. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

<u>For Oregon Residents</u>: We will not share your Personal Information and 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.

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

## Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

## Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

## **International Users**

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

## The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

# The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information, you should contact your mortgage loan servicer.

## Your Consent To This Privacy Notice

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

## Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to <u>privacy@fnf.com</u> or by mail or phone to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354

Harris & March i da gari tika ya Mil 76 mil 096 IOLA No. \$\$1-Stevers Real Low Add Sing Co. Portond, Ore. 17804 71 B BARGAIN AND SALE DEED-STATUTORY FORM EVELYN M. COBURN conveys to WARNE H. HUNN and DELORES R. NUNN, husband and wife Grantor, Grantee, the following described real property situated in Marion County, Oregon, to-wil: An easement for road and right-of-way purposes over the following described parcel, beginning at a point which is located North 89° 49' Nest 315,48 feet and North 22° 30' Hest 1,223,41 feet and North 67° 30' East 30,00 feet from the Southeast corner of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; Thence from said point of beginning continuing North 67\* 30' East 351.80 feet to a point on the northerly line of a tract of land described in Deed Book 469, page 411 of Marion County Deed Records; Thence North 22\* 30' West 50.00 feet to a point) Thence South 67° 30' West 351.80 feet to a point on the easterly right-of-way line of Battle Creek Road (Market Road No. 25); Thence South 22° 30' East along said easterly right-of-way line 50.00 feet to the point of beginning. IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE - Dated this 27th day of March , 19. 77 Evelyn M. Colurn STATE OF OREGON, County of Mult Nonsalis. March 27, 19.77 Personally appeared the above named Evelyn M. Coburn 671R1 and acknowledged the loregoing instrument to be her voluntary act and deed. Before me: Cobet W. Num Notary Public for Oregon-My commission expires: 3/20/81 (OFFICIA) និ Contra th BARGAIN AND SALE DEED Evelyn M. Coburn Warne H. and Delores R. Huma-2405 S. W. Dellwcod Dr. GANILL Lake Oswego, Oregon 97034 CANILLS ADORISS AP Ahr resides that he STATE OF OREGON К E U B certify Robert W. Nunn Souther, Spaulding, Kinsey, Williamson & Schwabe 1200 Standard Plaza 105 S recorded 90.98 County Marion OREGON đ Portland, Oregon, 97204 5 Ч Vahl a chaoge is requested, all for statements shall be seal to the following address: Evelyn M. Coburn 4826 Battle Creek Road ð County Salem, Oregon 97302 NAME, ADORESS, 21 

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-IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MARIOW CITY OF SALEH, OREGON, EN Oregon 2 municipal corporation, Plaintiff, No. 870-12160 Υ. STIPULATED JUDGHENT 6 ł EVELYN COBURE, 7 Defendant. 1 Flaintiff, appearing through its attorney, William J. Juza, . City Attorney, by David J. De Martino, Deputy City, and defendant 10 appearing through Robert W. Nunn of the firm of Schwabe, 11 Williamson and Wyatt, represent that the parties have reached an 12 agreement as to just compensation, and the court being fully , **1** 11 advised; 14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows: 15 1. That the real property described in exhibit 1 14 consisting of three pages, attached hereto and made a part of 17 this judgment is hereby condemned and appropriated for public 18 purposes free and clear of all liens and encumbrances to the City 1. of Sales, Oregon, a municipal corporation. 20 That the just compensation in this case is the sum of 2. 21 \$45,000. That plaintiff had previously deposited with the clerk 13 22 of the court the sum of \$20,675 and upon the further payment with 23 the clerk of the court of \$24,325 (making a total just 24 compensation in the amount of \$45,000) the above-described 25 property shall be appropriated to plaintiff. 24 2007.24 ||D10- $) \bigcirc$ ac 7 

TEL TELL CONTRACT DESCRIPTION OF CONTRACT The plaintiff has also agreed to place certain fencing 3. 1 and a farm gate as setforth in that letter dated January, 11, 2 1989. Although the terms of the letter are not expressly made a 3 part of this judgment and settlement, defindant may enforce the 4 terms of said letter in a separate proceeding. 5 No attorney's fees, appraiser's fees, or other costs á 4. 1 and disbursements are awarded to either party. 7 DATED this 15 day of 8 1 . Circuit 10 Judq STIPULATED AND AGRCED: 11 deitte 12 J.K 13 Robert W. Nunn, OSB #7 Attorney for Defendant Da \$650 558 Deputy City Attorney Of Attorneys for Plaintiff 14 15 14 17 18 19 29 11 22 3 22 24 25 25 STIPULATED JUDGMENT - Page 2 ٦. ÷ З ŗ S. MAGER ¥.282

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A parcel of land lying in Sections 11 and 12, Township 8 South, Range 3 West, Willamette Meridian, Manon County, Gregon and being a portion of the property described in mose deeps to Evelyn Coourn a Via Evelyn M. Coburn, recorded in Source 180, Rage 518 and Volume 200, Rage 331, Marion County Deed Records, the said parce being that portion of said property included in a strip of land variable in which, lying on the inortherly and southerly side of the "L" Center Line, which Center Line is described as follows:

Beginning at the intersection of the Center Line of South Commercial Street and the Center Line of Klepter Boulevard, in the City of Salem, as shown on the right-of-way survey map of Klepter Boulevard from Skyline Road to South Commercial on record at the Marion County Surveyor's office, said intersection being Engineer's Station "L" 605 + 72.90 P.C.T. Ahead, "L" 605 + 73.55 P.O.T. Back, and running theoret

North 89° 06' 10' East 182.80 feet along the easterly extension of said Kuebler Eoulevard Center Line; thence on a 2500 foot radius curve right 150.97 feet; the long chord bears South 85° 10' C2' East 150.35 feet; thence South 87° 25' 14' East 1953.15 feet; thence on a 750 foot spiral curve left, the long chord bears North 86° C8' 50' East 748.72 feet; thence on a 1909.83 foot radius curve left 223.20 feet; the long chord bears North 87° 57' 55' East 23.08 feet; thence on a 750 foot radius curve left 223.20 feet; the long chord bears North 86° C8' 50' East 968.20 feet; thence on a 750 foot spiral curve left, the long chord bears North 65° 22' East \$62.23 feet; thence on a 750 foot spiral curve right, the long chord bears North 67° C6' 56' East 748.72 feet; thence on a 750 foot spiral curve right, the long chord bears North 67° C9' 56' East 743.72 feet; thence on a 750 foot spiral curve right, the long chord bears North 67° C9' 56' East 743.72 feet; thence on a 750 foot spiral curve right, the long chord bears North 67° C9' 56' East 743.72 feet; thence on a 750 foot spiral curve right, the long chord bears North 67° C9' 56' East 743.72 feet; thence on a 750 foot spiral curve right, the long chord bears North 67° C9' East 20.22 feat; the long chord bears North 75° C9' East 20.39' faet; thence on a 750 foot spiral curve right, the long chord bears North 85° 48' 55' East 748.72 feet; thence South 85° 44' East 20.50 feet to the Center Line of 27th Avenue which is Engineer's Station 1' 674 + 59.78.

The widths in feet of the strip of land above referred to in the area of the herein described parcel are as follows:

Station	to	Station	Width on Northerly Side of Center Line
"L" 655+25,69 "L" 655+48,29 "L" 655+90 "L" 652+35,86 "L" 660+00 "L" 661+00 "L" 662+86,98		1." 655-43.39 7." 655-90 7." 658-36.26 7." 658-36.26 7." 661+00 7." 661+00 7." 663+26.96 7." 667+50	0 feet on a straight line to 122.57 foet 122.57 feet on a straight line to 80 feet 80 feet on a straight line to 80.92 feet 80.52 feet on a straight line to 100 feet 100 feet 100 feet on a straight line to 85 feet 85 feet on a straight line to 75 feet
Station	ta Ca	Station	Width on Southerly Side of Center Line
"L" 655+23.47 "L" 655+50 "L" 656+36.96 "L" 661+00 "L" 661+86.96		"L" 655+50 "L" 655+36.96 "L" 661+00 "L" 663+36.96 "L" 666+93.71	125.05 feet on a straight line to 95 feet 95 feet on a straight line to 85 feet 85 feet on a straight line to 90 feet 90 feet on a straight line to 80 feet 80 feet on a straight line to 56.05 feet

and also that portion of the aforementioned Cobum property lying within a strip of land, varying in width, on the easterly side of the "B" line, said "B" line being described as follows:

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EXHIBIT \_\_\_\_\_ Page \_\_\_ . .

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DESC.

Beginning at a point on the Center Line of Battle Crask Road which bears westerly along the southerly boundary line of Section 11, Township 8 South, Range 3 West, 315.54 leet and North 20° 54' 40' West 1150 leet along said Battle Crask West, 010.04 reet and Norm 207 041 401 West 1100 reet along said Battle Creek Road Canter Line from 010 southeast corner of Saction 11. Township & South, Range 3 West, said point being Station 187 38450 and running thence South 209 541 401 East 1750 feet along said Battle Creek Road Canter Line to Station 187 56400.

The widths in feet of the strip of land above referred to in the area of the herein described parcel of land are as follows:

Station	to	Station	Width on Easterly Side of the Existing
		*8* 46+00	Battle Creek Road Center Line 42 feet
"B" 43+00 "B" 46+00 "B" 46+05.75		-B-46+00 -B-46+05.76 -B-49+41_20	42 lest on a straight line to 38 feet
*8* 49+41.20		-6° 49+87.93	38 lest on a straight line to 39.25 feet

38 lest on a straight line to 59.25 feet \*8\* 49+41.20 and also that portion of the alcrementioned Cobum property lying within a step of land, varying in width on northerly side of the "Bn" line, said "Bn" line being described as follows:

Beginning at a point on the Center Line of Boone Road which bears westerly along said Center Line 665.54 lest more or less to Station "Bn" 36+50, from the southeast corner of Section 11, Township 8 South, Fange 3 West of the Willametre Merician and running thence easterly along said Center Line 350.00 feet to the Center Line of Battle Creek Road and "Bn" Station 40+00.

Thence continuing easterly along said Center Line 200 feet to "Bn" Station \*8n\* 42+00.

The widths in fact of the strip of land above referred to in the area of the herein described parcel are as follows:

Station	to	Station	Width on Northerly Side of the Existing Boone Road Center Une
"Bn" 40+40,44		"Bn" 40+50	0 feet on a straight line to 34 feet
"Bn" 40+50		"Bn" 41+00	34 feet
"Bn" 41+00		"En" 42+00	34 feet on a straight line to 30 feet

The parcel of land to which these descriptions applies contains 3.89 acres of land more or less.

EXHIBIT

1.02

NOTE: NO ACCESS - ACCESS COMPLETELY RESTRICTED

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Exhibit 1 Faga 2

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Martin Langer training - commences ANTERNA CONTRACTOR , TOGETHER WITH A SLOPE EASEMENT, a permanent right-of-way and easemont over and along the following described premises for the purpose of constructing, maintaining and repairing any slopes occasioned by or resulting from the improvement and maintenance of Kuebler Boulevard. The real property covered by this essenant is described as follows, to-wit: A parcel of land lying in Section 11 and 12, Township & A parcel of land lying in Section 11 and 12, Township & South, Range 3 West, Willamerte Meridian, Marion County, Oregon, and being a portion of the property described in those deeds to Evelyn Coburn A/K/A Evelyn M. Coburn, recorded in Volume 183, Page 518 and Volume 276, Page 391, Marion County Deed Records, the said parcel being that portion of said property included in a strip of land variable in with, lying on the easterly side of the "B" Line, said "B" line being described as follows: Beginning at a point on the Center Line of Battle Creek Road which bears westerly along the southerly boundary line of Section 11. Township 8 South, Range 3 West, 315.54 feet and North 209 54'40" West 1150 feet along said Battle Creek Road Center Line from the Southeast corner of Section 11. Township 8 South, Range 3 West, said point being Station "B" 38+50 and running thences South 20° 54' 40" East 1750 feet along said Battle Creek Road Center Line to Station "B" 56+00. COLOR TO A The widths in feet of the strip of land above referred to in the area of the herein described parcel of land are as follows: Noo. Width on easterly Side of Center Line Station Station to 57 feet . 57 feet in a straight line to 47 feet \*\*\*\* "3" 45+80 "B" 47+00 "B"48+00 47 feet \*3\*49+60 \*3\*48+00 Save and except that portion lying within the right-of-way of Battle Creek Road. The parcel of land to which this description applies contains 0.12 acres of land, more or less. 1. FE 1 EXHIBIT Smaihir 1 2899 3 PAGE . m: " 4 

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14100 11D-5-20 2 **Det** IN THE CIRCUIT COURT OF THE STATE OF OREDON: 1 FOR THE COUNTY OF HARION يىر د 1 CITY OF SALEM, OREGON, an Oregon 3 gunicipal corporation, ين. Plaintiff, No. 87C-12/60 COMPLAINT EMINENT DOMAIN EVELYN COBURN, 2 Defendant. Ø COMES NOW the plaintiff and for a cause of action against 9 12 the defendants, alleges as follows: 11 1. 12 THAT the City of Sales, Oregon, is, and at all times 13 mentioned herein has been, a municipal corporation duly organized 14 and existing under and by virtue of the laws of the State of 15 Oregon. 14 2. 17 THAT on the 21st day of December, 1987, the City of Sales, 18 by and through its Common Council, duly passed and adopted 19 Resolution No. 87-134, determining and declaring that the public 20 interest and use requires the condemnation and acquisition of real property for right-of-way purposes, which said real property 21 3 22 is hereinafter described. 23 3. 34 THAT the City of Galam, Oregon, is authorized to condemn the property described herein by virtue of ORS 373.260 and the 25 23 agreement entered into with Marion County, Oregon. 0 13. ņ ļ

Same 1

## FEE ACQUISTION

14/00 1LD-f

A parcel of land lying in Sections 11 and 12, Township & South, Range 3 West, Willamette Meridian, Marion County, Oregon and being a portion of the propertydescribed in those deeds to Evelyn Boburn atVa Evelyn M. Coburn, recorded in Voluma 183, Page 518 and Volume 283, Page 391, Marion County Deed Racords, the said parcel being that portion of s200 property included in a sinp of land variable in width, lying on the \_northerly and southerly side of the "L" Center Line, which Center Line is described as follows:

Beginning at the Intersection of the Center Line of South Commercial Street and the Center Line of Kuebler Boulevard, in the City of Salem, as shown on the right-of-way survey map of Kuebler Boulevard from Skyline Road to South Commercial on record at the Marion County Surveyor's office, said intersection being Engineer's Station "L" 506 + 72.90 P.O.T. Ahead, "L" 606 + 73.55 P.O.T. Back, and running thence:

North  $89^{\circ}$  06' 10° East 182.80 fast along the eastardy extansion of said Kuebler Boulevard Center Lina; thence on a 2500 foot radius curve right 150.97 feet; the long chord bears South  $89^{\circ}$  10' 02° East 150.95 feet; thence South  $87^{\circ}$  26' 14° East 1958.15 fast; thence on a 750 foot spiral curve loft, the long chord bears North 88° 06' 50° East 748.72 feet; thence on a 1909.88 loot radius curve left 223.20 feet; the long chord bears North 77' 57' 53' East 223.08 feet; thence on a 750 foot radius curve left, the long chord bears North 87° 06' 56° East 748.72 feet; thence North 63° 22' East 548.29 feet; thence on a 750 foot spiral curve right, the long chord bears North 67° 06' 53' East 748.72 feet; thence on a 750 foot spiral curve right 302.22 feet; the long chord bears North 79° 09' East 01.91 feet; thence on a 750 foot spiral curve right, the long chord bears South 85° 48' 56° East 748.72 feet; thence South 85° 04' East 20.80 feet to the Center Line of 27th Avenue which is Engineer's Station L' 674 + 55.78.

The widths in feet of the strip of land above referred to in the srea of the herein described parcel are as follows:

Station	to	Station	Width on Northerly Side of Center Line	
"L" 635+35.89 "L" 655+43.39 "L" 655+90 "L" 653+35.68 "L" 660+00 "L" 661+00 "L" 663+85.96		"L" 655+48.39 "L" 655+90 "L" 658+98.88 "L" 660+00 "L" 661+00 "L" 663+86.95 "L" 867+50	0 feet on a straight line to 122.67 feet 122.67 feet on a straight line to 80 feet 80 feet on a straight line to 80.92 feet 80.92 feet on a straight line to 100 feet 100 feet 100 feet on a straight line to 85 feet 85 feet on a straight line to 75 feet	
Station	5	Station	Width on Southerly Side of Center Line	
"L" 655+23.47 "L" 655+50 "L" 656+36.96 "L" 661+00 "L" 663+66.98		"L" 655+50 "L" 656+36.96 "L" 561+00 "L" 663+85.96 "L" 666+93.71	125.08 feet on a straight line to 95 feet 95 feet on a straight line to 85 feet 85 feet on a straight line to 80 feet 90 feet on a straight line to 80 feet 80 feet on a straight line to 58.05 feet	

and also that portion of the aforementioned Cobum property lying within a strip of land, varying in width, on the easterly side of the "B" line, said "B" line being described as lobows:

Exhibit 1 Page 1

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EXHIBIT MAGE

Beginning at a point on the Center Line of Battle Creak Road which bears westerly along the southerly boundary line of Section 11. Township & South, Range 3 Wast. 315.54 leet and North 20° 54' 40° West 1150 lest along said Battle Creak Road Center Line from the southeast corner of Section 11. Township & South, Range 3 West, said point being Station "B" 38+50 and running thence South 20° 54' 40° East 1750 leet along said Battle Creak Road Center Line to Station "B" 56+CO.

The widths in fact of the strip of land above reterred to in the area of the hersin described parcel of land are as follows:

URLERI CRAM	wee her ee	•••••	Touch Side of the Existing
Staden	at	Station	Width on Easterly Side of the Existing Battle Craek Road Center Line
"B" 43+00 "B" 45+00 "B" 46+05.7 "B" 48+41 2		*B* 46+00 *B* 46+05.76 *B* 49+41.20 *B* 49+87.93	42 fest 42 fest on a straight ins to 38 feet 38 feet 38 fest on a straight ine to 59.25 feet

and also that portion of the aforementioned Cobum property lying within a strip of land, varying in width on northerly side of the "Bn" ane, said "Bn" are being described as locawa:

Beginning at a point on the Center Line of Boone Road which bears westory along said Center Line 665.54 feet more or less to Station "Bn" 36+50, from the southeast corner of Section 11, Township & South, Range 3 Wast of the Willemetie Meridian and running thence easterly along said Center Line 350.00 fest to the Center Line of Battle Creek Road and "Bn" Station 40+00.

Thence continuing easterly slong said Center Lins 200 feet to "Bn" Station "Bn" 42+00.

The widths in feet of the strip of land above referred to in the area of the herain described parcel are as follows:

Station	a	Station	Width on Northeny Side of the Existing Boone Road Center Line
"Bn" 40+40.44 "3n" 40+50. "9n" 41+00		"Bn" 40+50 "Bn" 41+00 "Bn" 42+00	0 lest on a suzight line to 34 lest 34 lest 34 lest on a suzight line to 30 lest

The parcel of land to which these descriptions applies contains 3.89 acres of land more or less.

NOTE: NO ACCESS - ACCESS COMPLETELY RESTRICTED

Exhibit 1 Fage 2

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"B" 49+41.20

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THIBIT ٠GE TOGETHER WITH A SLOPE EASEMENT, a permanent right-of-way and essement over and along the following described premises for the purpose of constructing, maintaining and repairing any slopes occasioned by or resulting from the improvement and maintenance of Kueblar Boulevard.

The real property covered by this essenant is described as follows, to-wit:

A parcal of land lying in Section 11 and 13, Township 5 South, Range 3 West, Willamette Heridian, Marion County, Orsgon, and being a portion of the property described in those deeds to Evelyn Coburn A/K/A Evelyn H. Coburn, recorded in Volume 182, Page 518 and Volume 286, Page 391, Marion County Deed Records, the said parcel being that portion of said property included in a strip of land variable in with, lying on the easterly side of the "B" Line, said "D" line being described as follows:

Beginning at a point on the Center Line of Battle Creek Road which bears vesterly along the southerly boundary line of Section 11, Township & South, Range 1 West, 315.54 feet and Morth 20° 54'40" West 1150 feet along said Battle Creek Road Center Line from the Southeast corner of Section 11, Township & South, Range 3 West, said point being Station "B" 38+30 and running thence South 20° 54' 40" East 1750 feet along said Battle Creek Road Center Line to Station "B" 56+00.

The widths in fact of the strip of land above referred to in the area of the herein described parcel of land are as follows:

Station to Station Width on easterly Side of Center Line

 mB# 45+80
 MB#47+00
 57 fest

 mB# 47+00
 MB#48+00
 57 fest in a straight line to 47 fest

 mB# 48+00
 MB#49+60
 47 fest

Save and except that portion lying within the right-of-way of Battle Creek Road.

The parcel of land to which this description applies contains 0.12 acres of land, more or less.

EXHIBIT

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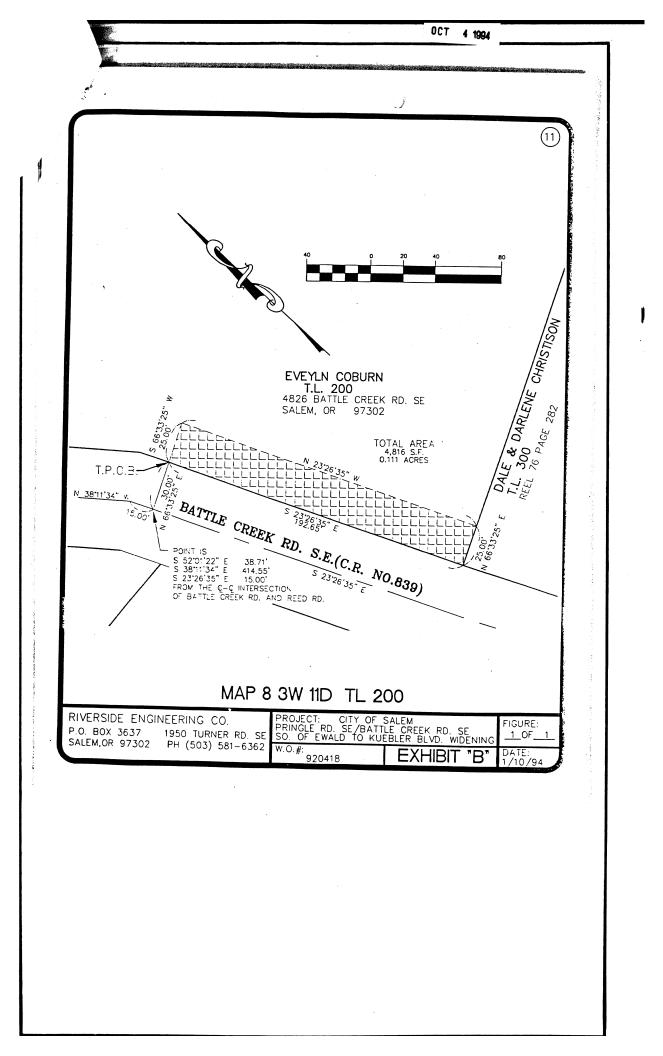
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				<u>OCT 4 1994</u>	Management and an and a second
RETURN TO:	Q.		9		AGE 415
City of Salem City Hall Room 305	TEMPOR	RARY CONSTR EASEMENT	UCTION		
consideration to her paid, th CITY OF SALE	ALL MEN BY TH of Two Hundred Mi le receipt whereof i EM, a municipal cor full width and lengt	inety Five (\$295, s hereby acknow poration, a tempo	00) edged, do forev prary constructi	DOLLARS ver grant unto the on easement over	
(commonly kr No. 25 (comm	the point of interse nown as Battle Cre nonly known as Re South Range 3 W	ek Road S.E.) an ed Road S.E.) a	d the centerline and being locate	e of Market Road ed in Section 11,	
No. 839 thence contine angle po	52°01'22" East 38 ) to an angle point; uing South 38°11' oint;	34" East 414.55	feet along said	d centerline to ar	
thence North County thence South northwe Darlene	uing along said cent 66°33'25" East 3 Road No. 839 and 23°26'35" East a esterly corner of th A. Christison as r	0.00 feet to a p being the TRUE F long the easterly at tract of land o	oint on the ea OINT OF BEGIN line of said Co onveyed by de	sterly line of said NNING; Junty Road to the ed to Dale E. and	
feet fro thereto; thence North North 6	y along the norther m the easterly line	of said County parallel with said 00 feet from the	Road, if measu easterly line to true point of be	red perpendicula a point which is ginning;	r i
	B16 square feet or (				
	VE AND TO HOI o said grantee in a				
	nporary working ea tial pipeline constru		effective only f	or and during the	9
from claims o	e will indemnify and of injury to person gents, or employees	or property as a	result of the	negligence of the	9
the premises of condition as	y of Salem, upon o of the grantor and a they were prior t any topsoil and law	iny improvements to any such ins	disturbed by th	ne City to as good	ť
TEMPORARY eng00376/eng9/day01	PIPELINE CONSTRU	JCTION EASEME	NT-Page 1		

OCT 4 1994 . . WITNESS my hand and seal this 19th day of \_\_\_\_\_September \_, 19\_<sup>94</sup> Evelyn M. Coburn (SEAL) STATE OF OREGON ) SS. County of ۱ On this <u>19tl</u>day of <u>September</u>, 19<sup>94</sup>, before me personally appeared Evelyn Coburn, proved to me on the basis of satisfactory evidence to be the person who signed the within instrument in my presence. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written. OFFICIAL SEAL G. WESLEY PREIS NOTARY PUBLIC - OREGON COMMISSION NO.005186 OVAT 60MMISSION EXPIRES APR. 02, 1995 Notary Public for Oregon My Commission Expires: 4/02/95 APPI By: Public Works Department APPRØVED AS TO FORM: City Attorney has Checked By: <u>2000</u> Project Number: 920418 March 29, 1994 TEMPORARY PIPELINE CONSTRUCTION EASEMENT-Page 2 eng00376/eng9/day01689



and the state

# **REEL:1196**

# **PAGE: 415**

## October 04, 1994, 11:26A

CONTROL #: 1196415

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

## FEE: \$25.00

ALAN H DAVIDSON COUNTY CLERK

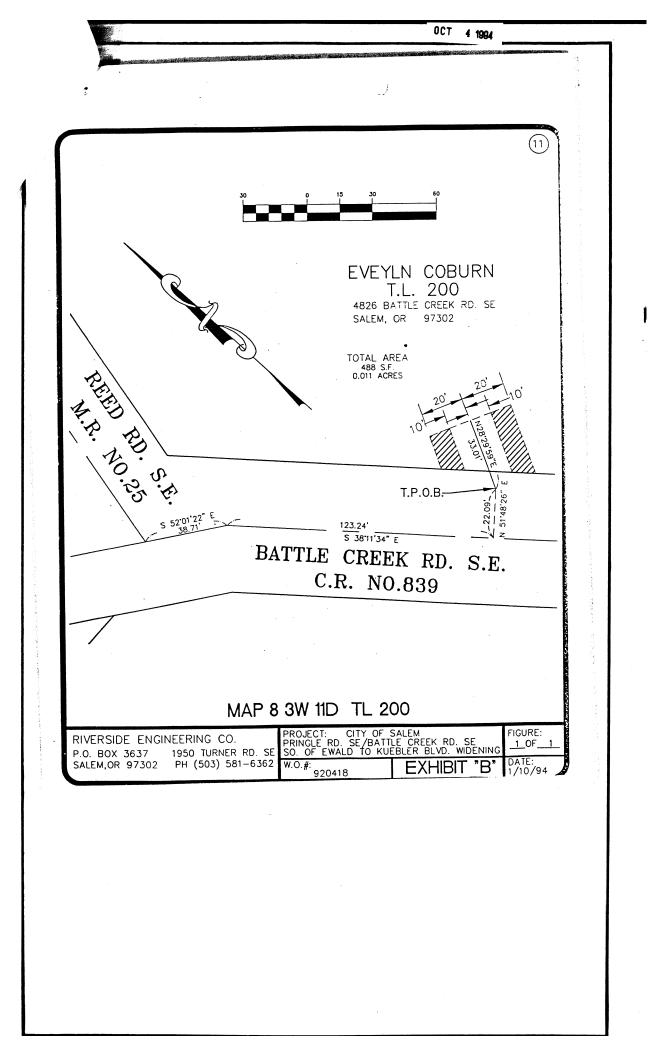
OCT 4 1994 REFL PAGE 1196 413 **TEMPORARY PIPELINE CONSTRUCTION** EASEMENT KNOW ALL MEN BY THESE PRESENTS, that Evelyn Coburn, for the consideration of Ten (\$10.00) DOLLARS to her paid, the receipt whereof is hereby acknowledged, do forever grant unto the 26349 KM CITY OF SALEM, a municipal corporation, a temporary construction easement over and along the full width and length of the premises described as follows, to-wit: A 40.00 foot pipeline construction easement 20.00 feet each side of the following described centerline. Beginning at the point of intersection of the centerline of County Road No. 839 (commonly known as Battle Creek Road SE) and the centerline of Market Road No. 5 25 (commonly known as Reed Road SE) and being located in Section 11, Township 8 South Range 3 West of the Willamette Meridian Marion County, Oregon; 1 thence South 52°01'22" East 38.71 feet along the centerline of said County Road No. 839 to an angle point; thence continuing South 38°11'34" East 123.41 feet along said centerline to a TICOR point; thence North 51°48'26" East 22.09 feet to the TRUE POINT OF BEGINNING; thence North 28°29'59" East 33.01 feet and there terminating. SAVE & EXCEPT any portion thereof lying within the County Road right-of-way. FURTHER SAVE & EXCEPT that portion lying 10.00 feet each side of the previously described centerline. Containing 488 square feet or 0.011 Acres of land more or less. TO HAVE AND TO HOLD the above-described temporary construction easement unto said grantee in accordance with the conditions and covenants as follows: The temporary working easement shall be effective only for and during the time of the initial pipeline construction. Grantee will indemnify and hold harmless the Grantor, her heirs, and assigns from claims of injury to person or property as a result of the negligence of the grantee, its agents, or employees in the construction, operation, or maintenance of said pipeline. The City of Salem, upon completion of the initial construction, shall restore

the premises of the grantor and any improvements disturbed by the City to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

RETURN TO: City of Salem City Hall, Room 305

TEMPORARY PIPELINE CONSTRUCTION EASEMENT-Page 1 eng00376/eng9/day01689

1. 1. 1.	J	Ĵ		; ;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;
WITNE	SS my hand and seal this $\frac{1}{2}$		. 19 <u>94</u> .	
STATE OF OF County of	REGON ) ) ss. )			
appeared Eve	day of <u>September</u> lyn Coburn, proved to me /ho signed the within instru	on the basis of satisfa	before me personally ctory evidence to be	
IN WITNESS and year abo	WHEREOF, I have hereun ve written.	to set my hand and of	ficial seal on the day	
	OFFICIAL SEAL G. WESLEY PREIS NOTARY PUBLIC - OREGON COMMISSION EXPIRES APR. 02, 1995	Interv Public for Oregon Ay Commission Expires	4/02/95	
Bγ: <u></u> Public	Works Department			
	AS TO FORM:			
		Checked By: <u></u> Project Number: 920 March 29, 1994	418	
eng00376/eng9/day0		N EASEMENT—Page 2		



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## **REEL:1196**

## **PAGE: 413**

# October 04, 1994, 11:26A

CONTROL #:

: 1196413

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

### FEE: \$25.00

ALAN H DAVIDSON COUNTY CLERK

SEND TAX STATEMENTS TO: Unchanged	REEL 1566	PAGE 652		
AFTER RECORDING, RETURN TO: Evans, Freeby & Jennings, LLP 280 Court St. NE, Suite One Salem, OR 97301				
The true and actual consideration for this transfer is nonmonetary.				
EASEMENT				
DATE: <u>2-6-99</u> , 1999				

PARTIES:

EVELYN M. COBURN and GERTRUDE A. HOBBS, Trustees, or their successors in trust, under the EVELYN M. COBURN LIVING TRUST, dated March 15, 1995, and any amendments thereto, as "Grantor" DOUGLAS M. DRAGER, as "Grantee"

For good and valuable consideration, Grantor hereby conveys to Grantee, his heirs, successors and assigns, 1. Grantees, a permanent nonexclusive easement for installing, repairing, or maintaining an underground sewer pipeline for the purpose of catching, carrying, and conveying sewage waste and surplus waters, along that part of Grantor's property described on Exhibit "A" attached hereto and by this reference incorporated herein ("Sewer Easement").

The cost of all installation, repair, and maintenance of the Sewer Easement shall be borne by Grantee, and 2 Grantee shall hold Grantor harmless from any and all claims, damages, or expenses in any way related to that Sewer Easement, its installation, maintenance, or use by any party. Upon the initial installation, and upon each and every occasion that the same is repaired, renewed, added to, or removed, Grantee shall restore Grantor's property, and any building or improvement disturbed thereon, to as good condition as they were prior to such installation or work, including the restoration of any topsoil.

No installation, repair, or maintenance of the Sewer Easement shall curtail or unreasonably impede use of 3. Grantor's property.

4 In the event that an attorney is employed to construe, interpret, enforce any of the provisions of this agreement or take any action in any bankruptcy, insolvency or similar proceeding affecting creditors' rights generally, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney fees and other costs incurred irrespective of whether any legal proceeding is commenced. If any legal action, arbitration or other proceeding is brought, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs incurred in connection therewith, both at trial and on any appeal therefrom or petitions for review thereof. As used herein, the term "prevailing party" means that party prevailing on issues related to this contract.

It is understood by both parties that the law firm of Evans, Freeby & Jennings, LLP represented the Grantor only in the preparation of this easement and that Grantee elected to have or not have it reviewed by counsel of their choice. If Grantee elected to pay part of the fee for drafting this easement, such payment does not imply representation of them by said firm.

The easement granted herein shall run with the land as to all property burdened and benefitted by such easement, 6 including any division or partition of such property. The rights, covenants and obligations contained in this easement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgagees, (or beneficiaries under a trust deed).

GRANTOR: EVELYN M. COBURN LIVING TRUST, dated March 15, 1995

Evelyn M. Coburn By: EVELYN M. COBURN, Trustee

GERTRUDE A. HOBBS, Trustee By:

EASEMENT

Page 1.

GRANTEE

2221 DOUGLAS M. DRAGER

	an a	
		OFFICIAL SEAL
		OFFICIAL SEAL DOUGLAS B ADAMS NOTARY PUBLIC - OREGON COMMISSION NO. 318851 NY CONMISSION EXPIRES OCTOBER 13, 2002
	STATE OF CREGON )	WY COWNISSION EXPIRES OCTOBER 13, 2002
	County of Marion )	
	PERSONALLY appeared before me this 6 day of	Z, 199 <b>9</b> , the above named Evelyn M. Coburn and
	Gertrude A. Hobbs, Trustees, and acknowledged the foregoing	instrument to be their voluntary act and deed.
	NOTA	<u>RY PUBLIC FOR OREGON</u>
	My Co	ommission Expires: /0 - /3 - 2002
		OFFICIAL SEAL OFFICIAL SEAL DOUGLAS B ADAMS NOTARY PUBLIC - OFECON COMMISSION NO. 316951 COMMISSION ON 0.316951
	STATE OF OREGON )	DOUGLAS B ADAMS NOTARY PUBLIC - OREGON COMMISSION NO. 316951 LY COMMISSION EXPIRES OCTOBER 13, 2002
	) ss. County of Marion )	LY COMMISSION EXPIRES OCTOBER 13, 2002
	Personally appeared before me this $\underline{}$ day of	of
	M. DRAGER and acknowledged the foregoing instrument to b	e his voluntary act and deed.
	Notar	y Public of gregon
	My Co	ommission Expires:
	2.2.99 11:45	
	wre\1977.esm	
	Page 2. EASEMENT	
·	Page 2. EASEMENT	

EXHIBIT A LEGAL DESCRIPTION OF SEWER EASEMENT

### EASEMENT DESCRIPTION

A sanitary sewer easement situated in the southeast quarter of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, being 5.00 feet on each side of the following described centerline: Commencing at the section corner common to sections 11, 12, 13, 14 said Township and Range; thence North 89° 15' 19" West, 315.36 feet to the intersection of Boone Road SE ( County Road 838 ) and Battle Creek Road SE ( Market Road 25 ); thence along the centerline of said Battle Creek Road, North 23° 26' 25" West, 1429.91 feet; thence continue along the said centerline, North 38° 12' 01" West, 37.00 feet; thence leaving said centerline, North 66° 33' 35" East, 46.54 feet to the true point of beginning; thence North 38° 12' 01" West, 260.00 feet to the point of termination..

Sanitary Sewer Easement Doug Drager January 20, 1999

REGISTERED PROFESSIONAL AND SURVEYOR and S Unober OREGON JAMES E. ANDREWS 1626 Expres 12/31/99

Page 3.

EASEMENT

### **REEL:1566 PAGE: 652**

**.** .

### February 08, 1999, 03:33P

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CONTROL #:

1566652

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$45.00

ALAN H DAVIDSON COUNTY CLERK

REEL	PAGE
1227	774

### ELECTRIC POWER LINE EASEMENT

In consideration of the receipt of one and no/100 dollars (\$1.00), Evelyn M. Coburn ("Grantors") hereby convey to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual easement over, under, upon and across the following described property (the "Property"), situated in Marion County, State of Oregon, being a strip of land more particularly described as follows:

Beginning at a point on the Northeasterly right-of-way line of Battle Creek Road; said point bears South 38°11'51" East 117.91 feet from the most Southerly corner of the tract of land as described in Reel 1196, Page 414, Deed Records of said County; thence along said centerline South 40°03'12" East 143.43 feet to point "A"; thence South 31°29'33" East 39.78 feet to the said Northeasterly right-of-way line and the terminus of said centerline.

The side lines of said easement to be extended or shortened to terminate on said Northeasterly right-of-way line

Together with a strip of land Two (2) feet in width, extending One (1) foot on each side of a centerline beginning at said point "A"; thence along said centerline in a Northeasterly direction 23.0 feet to the terminus of said centerline.

Together with a strip of land Two (2) feet in width, extending One (1) foot on each side of a centerline beginning at a point which bears South 38°11'51" East 26.9 feet from most Southerly corner of the tract of land as described in Reel 1196, Page 414, Deed Records of said County; thence along said centerline in a Northeasterly direction 12.0 feet to the terminus of said centerline.

Together with a strip of land Two (2) feet in width, extending One (1) foot on each side of a centerline beginning at a point which bears South 39°27'59" East 558.35 feet from the intersection of the centerlines of Market Road 25 and County Road 839; thence along said centerline in a Easterly direction 12.0 feet to the terminus of said centerline.

Together with a strip of land Two (2) feet in width, extending One (1) foot on each side of a centerline beginning at a point which bears North 14°55'17" East 274.29 feet from the most Northerly corner tract of land as described in Reel 1196, Page 414, Deed Records of said County; thence along said centerline in a Easterly direction 16.0 feet to the terminus of said centerline.

The above described centerlines are shown on P.G.E. Drawing E-8875, attached hereto which by reference thereto is made a part hereof. "See Attached Sketch"

### TERMS, CONDITIONS, AND COVENANTS

1. This easement shall be for the right to enter upon the Property and to erect, maintain, repair, rebuild, operate and patrol electric power lines and appurtenant signal or communication lines, and all uses directly or indirectly necessary thereto. Such uses shall include the necessary erection of poles, towers, wires, cables, guys, supports and appurtenances and the protection thereof from fire and other hazards. Such uses shall also include keeping the Property free from structures, equipment, trees, vines, brush and any and appurtenances. and all other obstructions of any kind.

PGE shall have the present right to top, limb or fell trees located on land owned by Grantors adjacent to the Property if PGE determines that such trees represent a danger to the use of this easement.

3. Grantors shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantors shall not build or erect any structure or improvement upon, over or under the Property without the prior written consent of PGE.

The Grantors warrant that they have marketable title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.

5. If PGE shall fail to use this easement for a continuous period of five years after the installation of electric power lines, then this easement shall terminate and all rights granted hereunder shall revert to the Grantors.

As used herein, the singular shall include the plural and vice versa.

7. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

after Recording Return To: Portland General Electric Co.

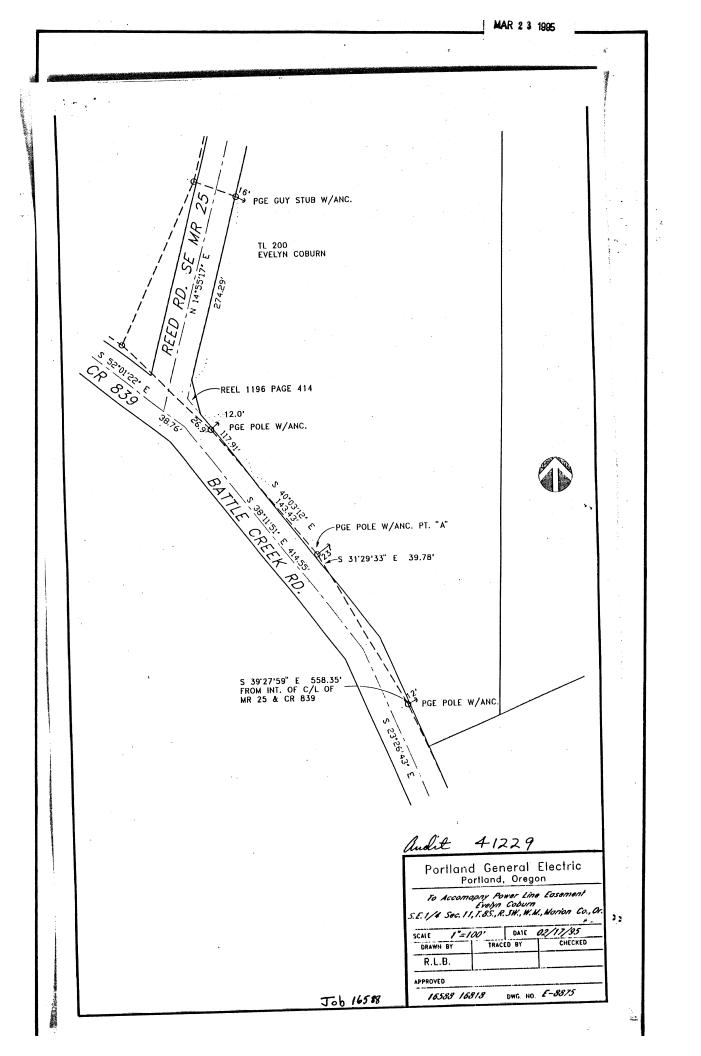
121 S. W. Salmon St. Portland, Oregon 97204 c/o Property Dept\_- 3wTC -PLOZ

Page 1/2

lit 41229 16588

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MAR 2 3 1995 IN WITNESS WHEREOF, the Grantors have executed this easement this 2.7 day of February, 1995. , 111. Coburn, OFFICIAL SEAL BRUCE W. CARROLL NOTARY PUBLIC-OREGON COMMISSION NO. 016000 MY COMMISSION EXPIRES JUNE 21, 1996 (SEAL) Grantor Å (SEAL) Grantor (SEAL) Grantor STATE OF OREGON 88 County of Marion On the <u>12<sup>th</sup></u> day of February, 1995, the above-named  $\frac{EVELYM}{2}$ , personally appeared before me and acknowledged the foregoing instrument to be Her voluntary act and deed. (andl 1 Sruce Notary Public for Oregon My Commission Expires: 21 996 After recording Return to: Portland General Electric Company Attn Property Services 121 SW Salmon St, 3WTCPL02 Portland OR 97204 PGE 1973 (Dec 84) Job# S-16588 3 Page 2/2



MAR 2 3 1995

# **REEL:1227 PAGE: 774**

# March 23, 1995, 02:36P

.

CONTROL #: 1227774

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

#### FEE: \$25.00

ALAN H DAVIDSON COUNTY CLERK

OCT 4 1984

REEL 1196 PAGE

418

RETURN TO: City of Salem

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TICOR

City Hall, Room 305

#### PIPELINE EASEMENT (Storm Drain Only)

KNOW ALL MEN BY THESE PRESENTS, that Evelyn Coburn, for the consideration of <u>One Hundred Ten (\$110.00)</u> DOLLARS to her paid, the receipt whereof is hereby acknowledged, do forever grant unto the CITY OF SALEM, a municipal corporation, a permanent right-of-way and easement over and along the full width and length of the premises described as follows, to-wit:

A 20.00 foot permanent pipeline easement 10.00 feet each side of the following described centerline.

Beginning at the point of intersection of the centerline of County Road No. 839 (commonly known as Battle Creek Road SE) and the centerline of Market Road No. 25 (commonly known as Reed Road SE) and being located in Section 11, Township 8 South Range 3 West of the Willamette Meridian, Marion County, Oregon;

thence South 52°01'22" East 38.71 feet along the centerline of said County Road No. 839 to an angle point;

thence continuing South 38°11'34" East 121.70 feet along said centerline to a point;

thence North 51°48'26" East 26.04 feet to the TRUE POINT OF BEGINNING; thence North 28°29'59" East 28.70 feet and there terminating.

SAVE & EXCEPT any portion thereof lying within the County Road right-of-way.

Containing 488 square feet or 0.011 Acres of land more or less.

together with a temporary working easement as follows, to-wit:

None

The temporary working easement shall be effective only for and during the time of the initial construction and laying of the pipeline hereinafter described.

TO HAVE AND TO HOLD the above-described permanent right-of-way unto said Grantee in accordance with the conditions and covenants as follows:

The permanent easement shall include the right to the said City of Salem, to excavate for, and to construct, operate, maintain, repair, replace, and remove an underground storm drain pipeline with all appurtenances incident thereto or necessary therewith, including manholes, for the purpose of conveying surplus waters under said premises, together with the right of said City of Salem to place, excavate, replace, repair, install, maintain, operate, inspect, and relocate pipelines and necessary appurtenances, and make excavations therefor from time to time, in, under, and through the above-described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines, or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described premises for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful, or convenient for the

PIPELINE EASEMENT -- Page 1 eng00037/eng9/day01689

OCT 4 1994

enjoyment of the easement hereby granted. No building shall be constructed over the pipeline easement and no earthfill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantor, her successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, her successors or assigns.

Grantee will indemnify and hold harmless the Grantor, her heirs and assigns, from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

The City of Salem, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantor, and any improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

WITNESS my hand and seal this 19th day of \_\_\_\_\_September 1994

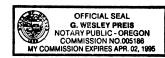
STATE OF OREGON

Evely, M. Cobarn (SEAL)

County of

On this 19thday of September 1994 \_, before me personally appeared Evelyn Coburn, proved to me on the basis of satisfactory evidence to be the person who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



SS.

101 Notary Public for Oregon My Commission Expires:

4/02/95

APPROVED:

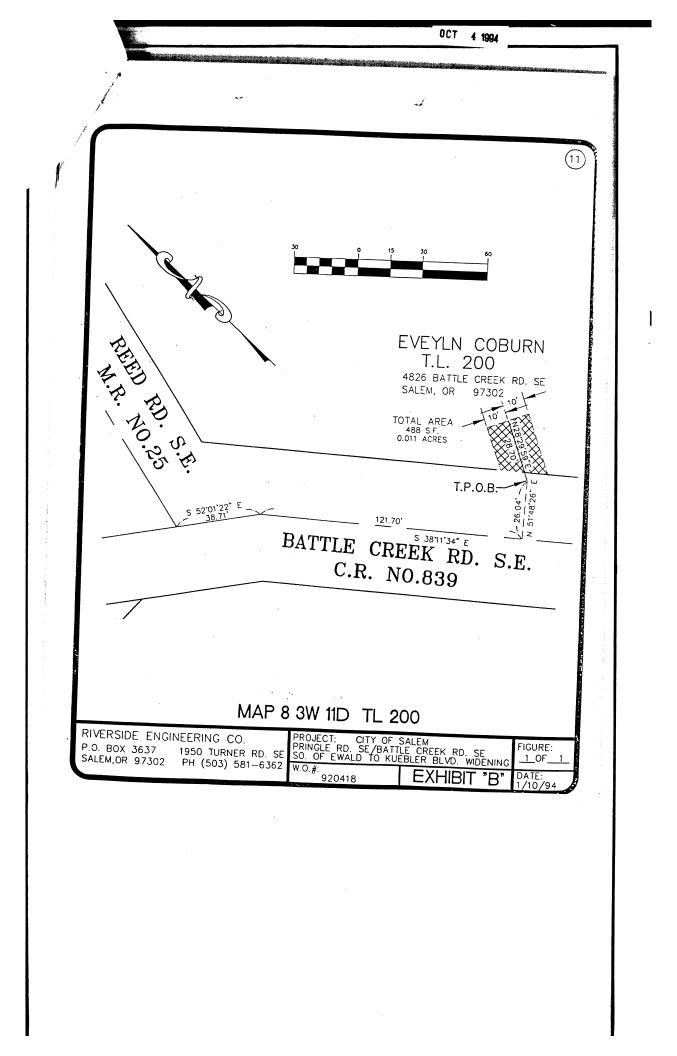
By:

Works Department

APPRQVED AS TO FORM: ttorney Au

Checked By: \_#0/2 Project Number: 920418 March 29, 1994

PIPELINE EASEMENT -- Page 2 eng00037/eng9/day01689



# **REEL:1196** PAGE: 418

### October 04, 1994, 11:26A

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CONTROL #: 1196418

OCT 4 1994

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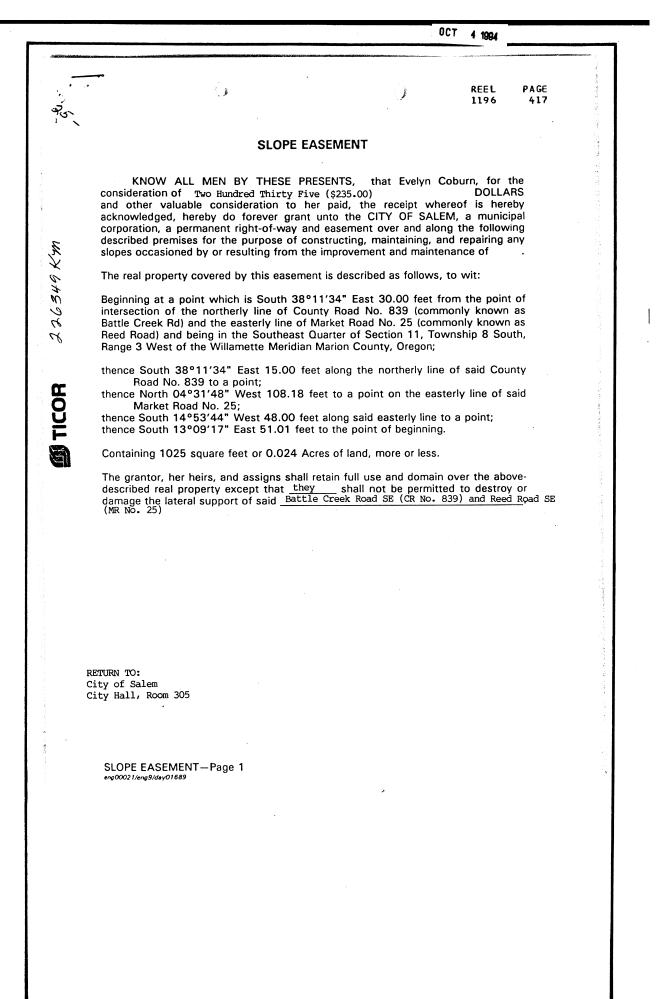
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State of Oregon County of Marion

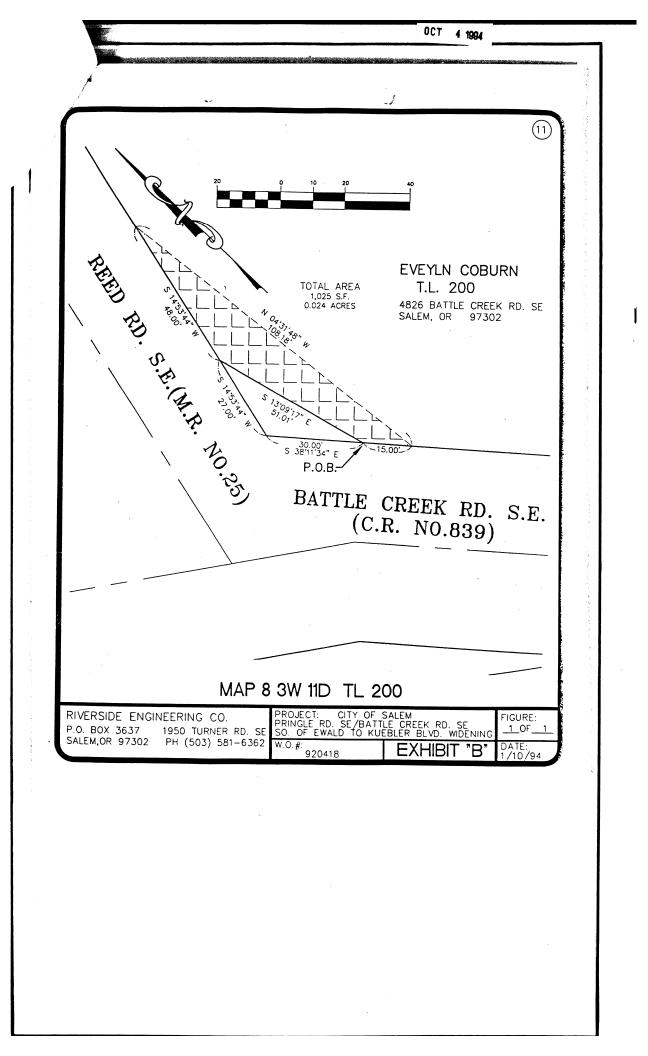
I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$25.00

ALAN H DAVIDSON COUNTY CLERK



OCT 4 1994 242 Ĵ WITNESS my hand and seal this 19th day of \_\_\_\_\_ 19<sup>94</sup> Evelyn M. Coburn (SEAL) STATE OF OREGON SS. ) County of On this <u>19th</u> day of <u>September</u>, 1994, before me personally appeared Evelyn Coburn, proved to me on the basis of satisfactory evidence to be the person who signed the within instrument in my presence. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written. OFFICIAL SEAL G. WZ3LEY PREIS NCTARY PUBLIC - OREGON COMMISSION NO.005188 MY COMMISSION EXPIRES APR. 02, 1995 Notary Public for Oregon My Commission Expires: <u>4/02/95</u> APPROVED: Public Works Department By: APPROVED AS TO FORM: City Attorney And Checked By: <u>4/</u> Project Number: 920418 February 10, 1994 SLOPE EASEMENT-Page 2 eng00021/eng9/day01689

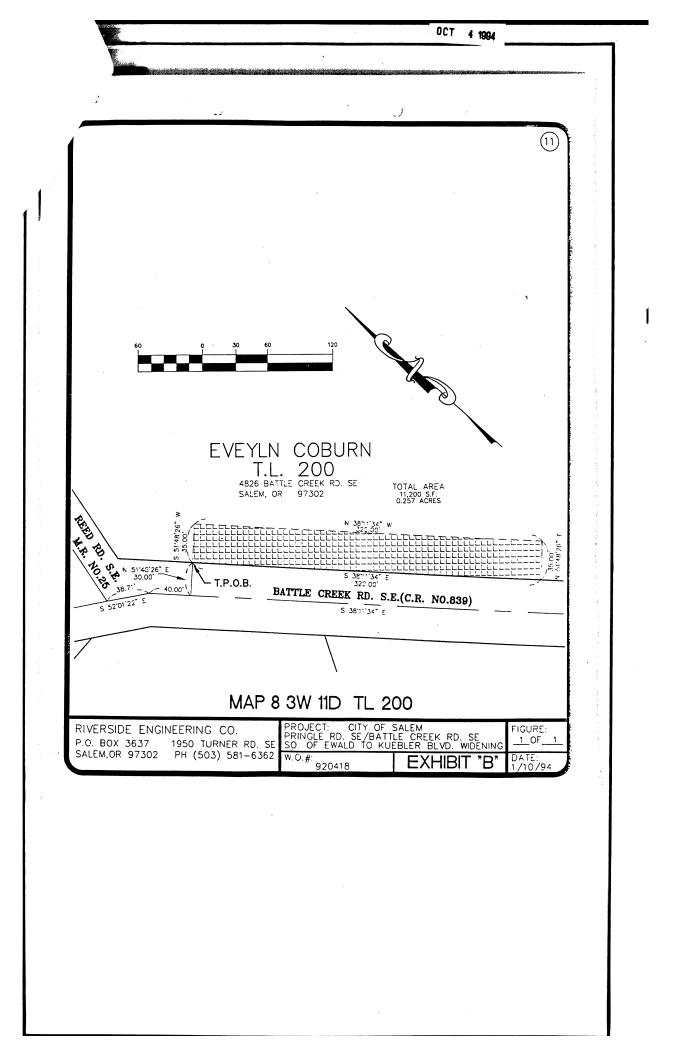


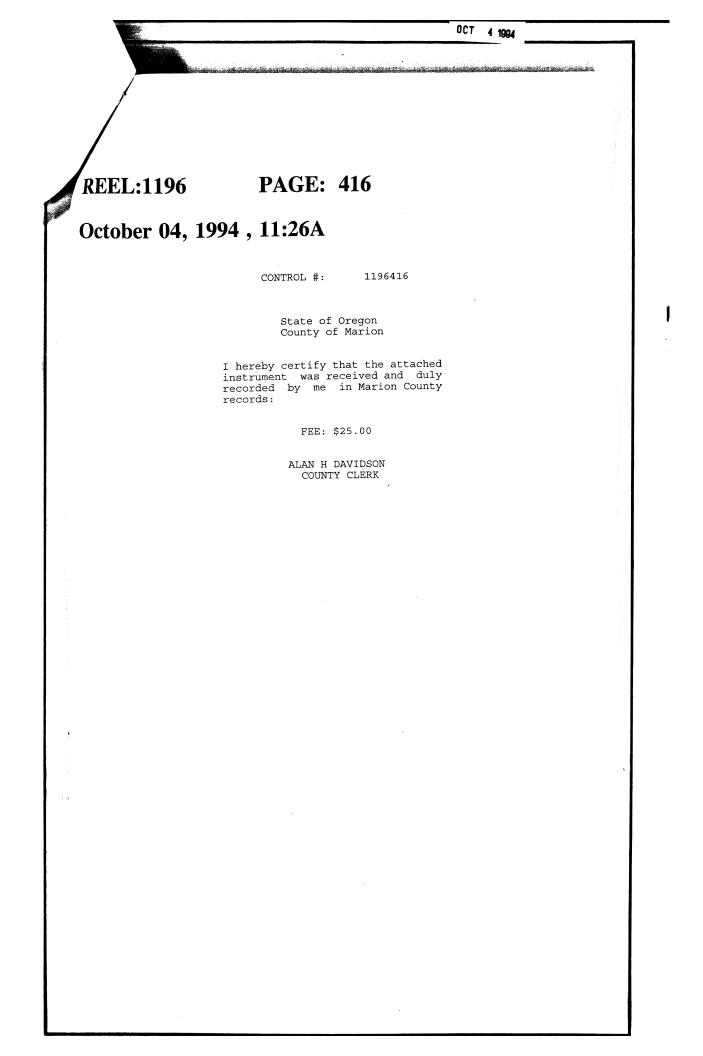
UCT <b>4</b> 1994	
PAGE: 417	
994,11:26A	
CONTROL #: 1196417	
State of Oregon County of Marion	
I hereby certify that the attached	
instrument was received and duly recorded by me in Marion County	
records:	
FEE: \$25.00	
ALAN H DAVIDSON	
COUNTY CLERK	
	<section-header>     PAGE: 417     Souther for the first standard standa</section-header>

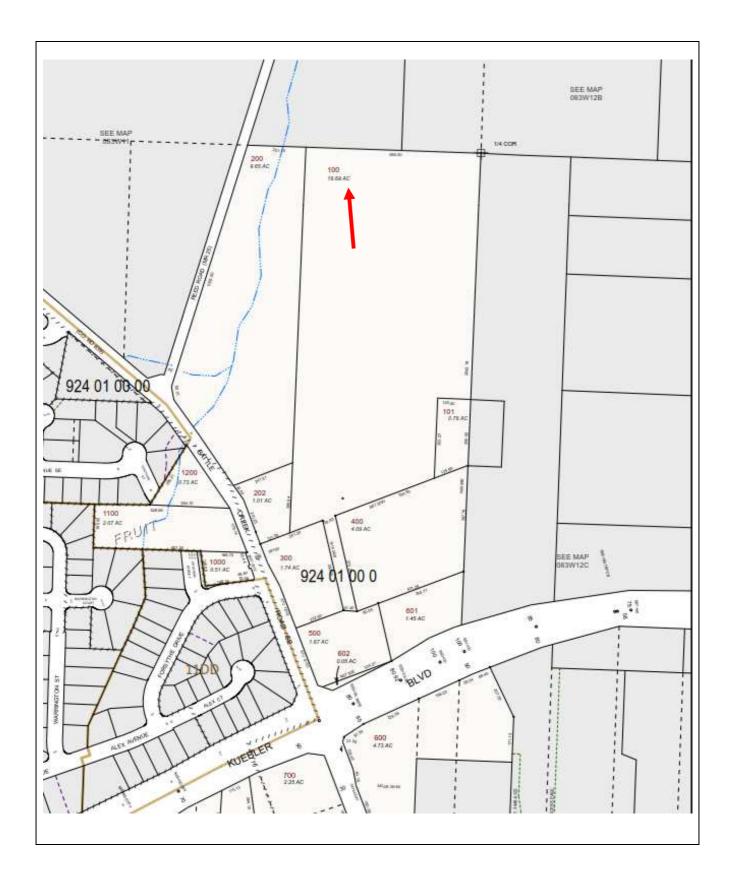
OCT 4 1994

ل ا Û REEL PAGE 1196 416 **TEMPORARY CONSTRUCTION** EASEMENT KNOW ALL MEN BY THESE PRESENTS, that Evelyn Coburn, for the deration of Four Hundred Thirty Five (\$435.00) DOLLARS consideration of to her paid, the receipt whereof is hereby acknowledged, do forever grant unto the CITY OF SALEM, a municipal corporation, a temporary construction easement over and along the full width and length of the premises described as follows, to-wit: 226349 Km Beginning at the point of intersection of the centerline of County Road No. 839 (commonly known as Battle Creek Road S.E.) and the centerline of Market Road No. 25 (commonly known as Reed Road S.E.) and being in Section 11, Township 8 South Range 3 West of the Willamette Meridian Marion County, Oregon; thence South 52°01'22" East 38.71 feet along the centerline of said County Road No. 839 to an angle point; thence continuing South 38°11'34" East 40.00 feet along said centerline to a point; thence North 51°48'26" East 30.00 feet to a point on the Easterly line of said County Road No. 839 and being the TRUE POINT OF BEGINNING; thence South 38°11'34" East 320.00 feet along the Easterly line of said County Road to a point; thence North 51°48'26" East to a point 35.00 feet from the Easterly line of said TICOR County Road, if measured perpendicular thereto; thence North 38°11'34" West 320.00 feet parallel with said easterly line to a point; thence South 51°48'26" West 35.00 feet to the true point of beginning. E Containing 11,200 square feet or 0.257 Acres of land more or less. TO HAVE AND TO HOLD the above-described temporary construction easement unto said grantee in accordance with the conditions and covenants as follows: The temporary working easement shall be effective only for and during the time of the initial pipeline construction. Grantee will indemnify and hold harmless the Grantor, her heirs, and assigns from claims of injury to person or property as a result of the negligence of the grantee, its agents, or employees in the construction, operation, or maintenance of said pipeline. The City of Salem, upon completion of the initial construction, shall restore the premises of the grantor and any improvements disturbed by the City to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn. RETURN TO: City of Salem City Hall, Room 305 TEMPORARY PIPELINE CONSTRUCTION EASEMENT -- Page 1 ng00376/eng9/day01689

OCT 4 1994 ر 1 WITNESS my hand and seal this 19th day of \_\_\_\_\_September\_ 19<u>94</u>. Evely, M. Coburn (SEAL) STATE OF OREGON SS. County of ) On this <u>19th</u> day of <u>September</u>, 1994, before me personally appeared Evelyn Coburn, proved to me on the basis of satisfactory evidence to be the person who signed the within instrument in my presence. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written. OFFICIAL SEAL G. WESLEY PREIS NOTARY PUBLIC - OREGON COMMISSION NO.005188 MY COMMISSION EXPIRES APR. 02, 1995 Notary Public for Oregon My Commission Expires: 4/02/95 APPROVED: By: Public APPROVED AS TO FORM: City Attorney h. Checked By: <u>WD/L</u> Project Number: 920418 March 29, 1994 TEMPORARY PIPELINE CONSTRUCTION EASEMENT—Page 2 eng00376/eng9/dey01689







THIS MAP IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS. IF ANY, IN DIMENSIONS, AREAS, AND LOCATIONS AS CERTAINED BY ACTUAL SURVEY.



#### CITY OF SALEM PUBLIC WORKS DEPARTMENT TEMPORARY SERVICE AGREEMENT

REFL

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KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, no public S-1 service level water main is available for fire protection service to the property described below; and

WHEREAS, as a convenience, the City of Salem can make available temporary water for fire protection only from another source pending construction of a permanent S-1 level main;

NOW THEREFORE, Oregon Youth Authority, the undersigned property owner(s), accepts temporary water for the Hillcrest School Facility in Salem at the following described property, to-wit:

#### See attached legal description.

IN CONSIDERATION for making available the temporary water fire protection service by the City of Salem, the undersigned promise and agree as follows:

- The owner understands that this temporary water service is solely and exclusively for emergency fire protection purposes and not for domestic or other uses.
- The owner understands that the City is not providing fire pumps or power for this emergency system; said facilities are the sole responsibility of the owner; and the City assumes no liability for the system or its functionality.
- 3. This temporary fire protection service does not relieve the above property from connecting to a permanent main at such time as it may be constructed to serve the property, and abandoning the temporary connection, at the expense of the property owner. The owner also agrees not to remonstrate against an assessed water main project should one be proposed utilizing this method of financing.
- 4. That the property being served will pay a share of costs for the construction of the permanent S-1 service level water system described in the Water System Master Plan, including a share of the Coburn Reservoir, 16-inch connecting water lines, and modifications to the Boone Road Pump Station (urban growth area prior facility charge) as a subsequent developer in accordance with the Urban Growth Area Management rules in effect at the time of construction of said facilities.
- 5. That in the event of a sale or transfer of the above-described property, the owner will, as a condition of such sale or transfer, require the purchaser, or other new owner, to sign a duplicate copy of this Temporary Service Agreement. The undersigned further agrees that this agreement, and the promises herein, do constitute a covenant running with the land and shall be binding on the undersigned, his heirs, successors, and assigns, and that his agreement shall be filed for record in the deed records of the appropriate county.

If any portion of the parcel served under this agreement is partitioned or sold separately from the other and a public water main has not been constructed to serve the parcels, then any new parcels will not be provided City water for either domestic or fire protection purposes from the water line providing the temporary fire protection.

This agreement is only valid for the existing structures as of the date of this agreement. Any change of use or further development of the parcel will be cause

TEMPORARY SERVICE AGREEMENT—Page 1 LEK.P. (DAVLYDAY02392, WPD

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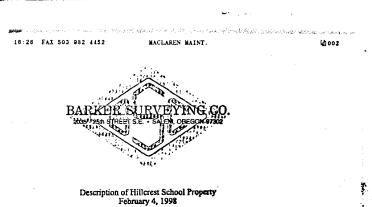
City Re 555 Lit Salem

recording, return to:

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for voiding this agreement and disconnecting the temporary water fire protection service. That this agreement confers no special privilege to the owner that is not enjoyed by other utility users; and that the rules and conditions of the City for the use of water 8. apply. That the service line from the public main to the property requesting service shall be private, constructed and maintained at the expense of the property requesting 9. service. Where an auxiliary water supply is available, it must be completely isolated from the City water system, as per Salem Revised Code Sections 72.150 through 72.210. 10. There will be a connection fee, Systems Development Charge(s), urban growth area 11. prior facility charge, and a water meter installation fee collected prior to connection to the permanent S-1 public main, in accordance with the requirements of Salem Revised Code Sections 41.110, 66.150, 72.111, and 73.032. \* That failure of the undersigned to comply with the above considerations shall immediately cause discontinuance by the City of Salern of water fire protection 12. MARCH service to said property. 19 98 DATED this 13 day of March Service Address: Hillcrest Youth Correctional Facility, 2450 Strong Road SE Salem, OR 5 Mailing Address: <u>MacLaren Youth Correctional Facility.</u> 2630 N. Pacific Highway Woodburn, C ATTN: And OR 97071 -4 For Froperty Owner(s): Rick Hill, Director, Oregon Youth Authority ┭ STATE OF OREGON SS. County of Marior This instrument was acknowledged before me on <u>March 13</u> ick Hill \_\_\_\_\_\_as \_\_\_\_irector 19\_98\_, by Rick Hill (Title) (Name Oregon Youth Authority. Wesc & Mattis Notary Public—State of Oregon My commission expires: 2000 Approved OFFICIAL SE THERESA & MATTIN OTARY PUBL By Approved as te fo Checked By: \_\_ Project Numbe March 3, 1998 er: 976014 Кł TEMPORARY SERVICE AGREEMENT-Page 2 LEK.P. DAILYDAY02382.WP0 ٩



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A tract of land situated in the Northeast Quarter of Section 11 and the Northwest Quarter of Section 12 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon described as follows:

Beginning at the Quarter corner on the East line of Section 11, in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence West along the South line of the Northeast Quarter of said section, a distance of 870 feet, more or less, to the easterly line of Reed Road S.E. (M.R.25);

thence northeasterly along said easterly line a distance of 2200 feet, more or less, to the southerly line of Strong Road;

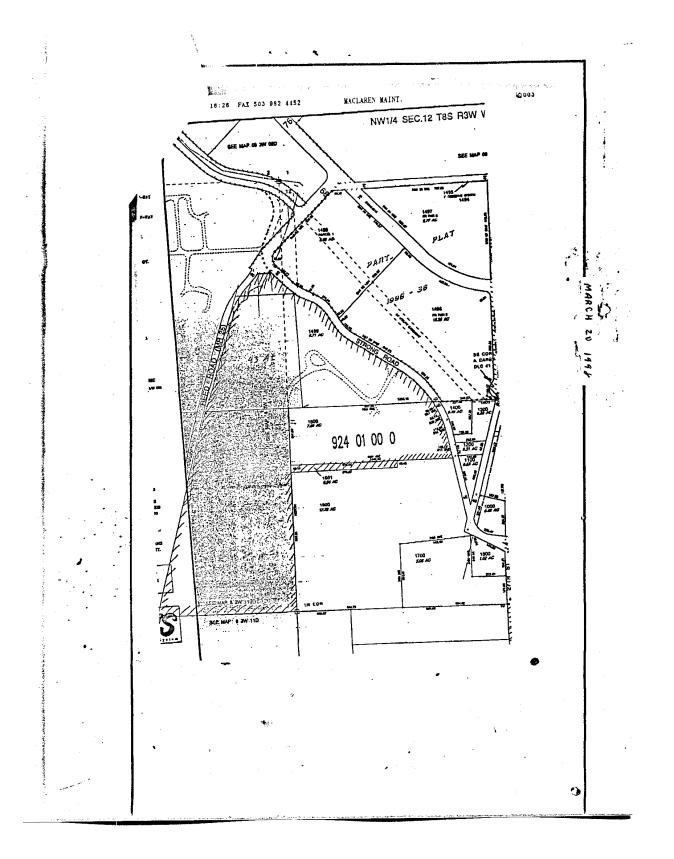
southerly line of Strong Road; thence southeasterly along the southerly line of said Strong Road, a distance of 1750 feet, more or less, to a point on the South line of that tract of land described in Volume 332, Page 64, Deed Records for Marion County, Oregon; thence South 89°49' West along said South line, a distance of 340 feet, more or less, to the Northeast corner of that tract of land described in Reel 1078, Page 38, Deed Records; thence South parallel with the West line of Section 12, a distance of 40.48 feet to the Southeast corner thereof:

Southeast corner thereof; thence South 89°40'27" West 670.97 feet to the Southwest corner of said tract; thence South along the West line of said Section 12, a distance of 857.31 feet to the point of beginning.

Contains approximately 43 acres of land.

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LAND SURVEYORS NETROPOLTAN + RURAL - PARTITIONINGS - STRUCTURAL LAYOUTS PHONE (503) 588-800 - PAK (503) 588-804



**PAGE: 46** 

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## March 20, 1998 , 12:39P

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**REEL:1472** 

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CONTROL #: 1472046

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State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$30.00

ALAN H DAVIDSON COUNTY CLERK

 Reel
 Page

 3257
 222

Space above this line for Recorder's use.			
After recording, return to:	Send tax statements to:		
Battle Creek, LLC	(same)		
Attn Julie Singer			
5450 Zena Road NW			
Salem, Oregon 97304			

FATCO SSUIDU

### STATUTORY BARGAIN AND SALE DEED

The State of Oregon, acting by and through the Oregon Youth Authority, Grantor, conveys to Battle Creek, LLC, Grantee, the property described in the attached Exhibit A ("the Property") subject to the terms, conditions and reservations set forth below,

#### **Reservation of Mineral Estate**

Grantor excepts and reserves to itself, its successors and assigns all "minerals" as defined in ORS 273.775(1), including soil, clay, stone, sand and gravel, and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for, and removing, such minerals, materials and geothermal resources. In the event use of the Property by a surface rights owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from the state's lessee to the extent of the diminution in value of the real property, based on the actual use by the surface owner at the time the state's lessee conducts any of the above activities.

The true and actual consideration for the conveyance is the exchange of an equivalent parcel of land to be deeded to Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this \_\_\_\_\_ day of \_\_\_\_\_2011.

STATE OF OREGON, acting by and through its Oregon Youth Authority

By:

STATE OF OREGON

County of Marion

On this day of day of 2011, before me personally appeared Colette S. Peters, Director, who being duly sworn stated that she has the authority to sign the document as the Director of the Oregon Youth Authority, and acknowledged the foregoing instrument to be the voluntary act of the Oregon Youth Authority, and that he executed the foregoing instrument on behalf of said state agency, acting on behalf of the State of Oregon.

) ss. )

NOTARY PUBLIC FOR OREGON My commission Expires: 4/4/13

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V CAR ALSEAL V
() CAR JEAN MARE BERGEN
MILLER NOTARY PUBLIC - OREGON
COMMISSION NO. 437253
MY COMMISSION EXPIRES APR. 6, 2013

\* Jean Marie Bergen

### Exhibit A

Beginning at the ¼ Corner of section 11 and 12, township 8 South, Range 3 West, in the Willamette Meridian, City of Salem, Marion County, Oregon; thence North 00°25'53" East 395.00 feet; thence South 89°35'40" West 299.22 feet; thence South 00°25'53" East 395.00 feet; thence North 89°35'40" East 299.22 feet to the point of beginning. Containing 2.71 acres of land more or less.

### **REEL: 3257 PAGE: 222**

### February 04, 2011, 10:57 am.

CONTROL #: 288079

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 51.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

Reel	Page
3257	221

LUST AMERICA	THIS SPACE RESERVED FOR RECORDER'S USE		
After recording return to: Battle Creek LLC 5450 Zena Road NW Salem, Ore 97304			
Until a change is requested all tax statements shall be sent to the following address: as above			
File No.: 7081-1584060 (VJC) Date: December 09, 2010	. * BR		

### STATUTORY BARGAIN AND SALE DEED

Battle Creek LLC, an Oregon Manager-Managed Limited Liability Company, Grantor, conveys to Battle Creek LLC, an Oregon Manager-Manager Limited Liability Company, Grantee, the following described real property:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is **TO EFFECT LOT ADJUSTMENT**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

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APN: R32212

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Bargain and Sale Deed - continued

File No.: 7081-1584060 (VJC) Date: 12/09/2010

Battle Creek LLC, an Oregon limited liability company

enan

By: Julie Singer, Manager/Member

STATE OF Oregon County of Marion

) )ss. ) This instrument was acknowledged before me on this <u>3</u> day of <u>2</u>, 20<u>7</u>, 20<u>7</u>, by Julie Singer as Manager/Member of Battle Creek/LLC, on behalf of the limited liability company. , 20 //

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Notary Public for Oregon  $\gamma - 17 - 13$ My commission expires:  $\gamma - 17 - 13$ 



Page 2 of 3

### Battle Creek LLC Parcel

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Beginning at the ¼ Corner of section 11 and 12, township 8 South, Range 3 West, in the Willamette Meridian, City of Salem, Marion County, Oregon; thence North 89°30'08" East 340.87 feet; thence North 89°45'32" East 325.36 feet; thence North 00°25'43" West 391.40 feet; thence North 85°22'14" East 465.02 feet to the West right of way of Market Road 56 (Strong Road); thence along the West right of way of Market Road 56 (Strong Road) the following courses North 63°05'45" West 61.91 feet; North 15°54'49" East 69.83 feet; North 11°04'59" West 247.08 feet; thence South 89°15'44" West 1049.02 feet; thence South 00°25'53" East 362.47 feet; thence South 89°35'40" West 299.22 feet; thence South 00°25'53" East 395.00 feet; thence North 89°35'40" East 299.22 feet to the point of beginning. Containing 17.69 acres of land more or less.

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# **REEL: 3257 PAGE: 221**

# February 04, 2011, 10:57 am.

CONTROL #: 288079

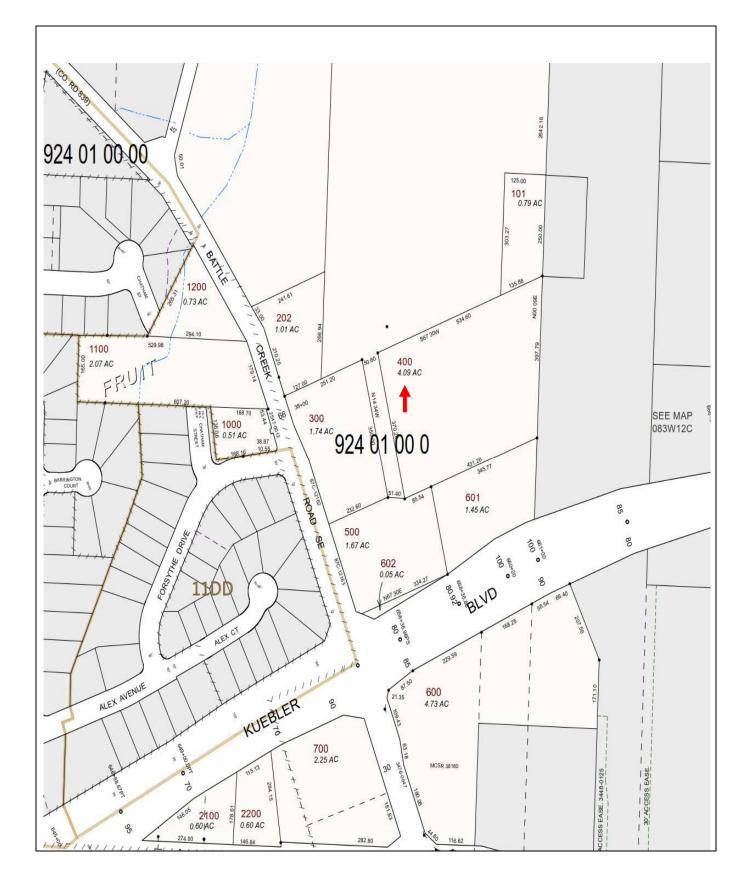
State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 51.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.



THIS MAP IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS. IF ANY, IN DIMENSIONS, AREAS, AND LOCATIONS AS CERTAINED BY ACTUAL SURVEY.

UNTIL FURTHER NOTICE, SEND ALL TAX STATEMENTS TO: Boulder Hill LLC Robert W. Nunn, Manager 1000 SW Broadway, Suite 1400

AFTER COMPLETING RECORDING, RETURN

THIS DOCUMENT TO: Evans, Freeby & Jennings, LLP Attorneys at Law 280 Court St. NE Salem, OR 97301

Portland, OR 97205-3089

### **BARGAIN AND SALE DEED**

#### ROBERT W. NUNN, Trustee under the EVELYN M. COBURN LIVING TRUST, dated March 15, 1995, GRANTOR

#### Conveys to

#### DRAGER LLC, an Oregon Manager-Managed Limited Liability Company GRANTEE

All the following real property situated in Marion County, State of Oregon, generally described as Tax described Tax Lot 700, Tax Account No. R32178, specifically described on Exhibit "A" hereto and by this reference incorporated herein, together with an easement over the property owned by Grantor adjacent to the north specifically described on Exhibit "B" hereto and by this reference incorporated herein, generally described as Tax Lot 1600, Tax Account No. R32212. The purpose of the easement shall be for ingress and egress sufficient to permit development of Tax Lot 700 for its highest and best use. The specific location of the easement shall be determined by the owners of the dominant and servient estates, upon their mutual agreement, with the cost of locating and identifying the actual roadway easement to be shared equally between the owners of both estates.

The true and actual consideration for this transfer is other than money.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 23<sup>rd</sup> day of May, 2002.

MAY 20

GRANFOR

Evelyn M. Cohum Living Trust, dated March 15, 1995

Rebert W. Fhilm, Trustee

REEL PAGE 1950 328

STATE OF OREGON, County of MARION ) ss. day of May, 2002, Robert W. Nunn, as Trustee and acknowledged the Personally appeared before me this 23 foregoing instrument to be his voluntary act. OFFICIAL SEAL JAIME LYNNE TREMBLY NOTARY PUBLIC - OREGON COMMISSION NO. A322597 MY COMMISSION EXPIRES APR. 18, 2003 Faime Sime Trembly Notary Public for Oregon 4-18-03 My Commission Expires:\_ 5.7.2 15:08 wbu\coburn\DrDeed

### EXHIBIT A

#### LEGAL DESCRIPTION Map 8S-3W-12C; Tax Lot 700:

#### Tax Account No. R32178

Beginning at the Southwest corner of Section 12 in Township 8 south, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence North 0°09' East 40.033 chains to the quarter section corner between Sections 11 and 12; thence East 5.145 chains along the legal subdivision line running East and West through the center of Section 12 to a point; thence South 0°02' East 40.035 chains to the South line of Section 12; thence north 89°58' West 5.267 chains to the place of beginning.

SAVE AND EXCEPT: Beginning at a point North 0°43' East, 1462.12 feet from the Southeast corner of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point being on the Section line between Sections 11 and 12, Township 8 South, Range 3 West of the Willamette Meridian, also said point being the Northeast corner of a parcel of land deeded to Warne H. Nunn and Delores R. Nunn and recorded in Volume 469, Page 411, Marion County Courthouse; thence South 89°17' West 125.0 feet; thence North 0°43' East, 250.0 feet; thence North 89°17' West 125.0 feet; thence South 0°43' West, 250.0 feet to the point of beginning.

SAVE AND EXCEPT: All that portion of the herein described property that lies South of Kuebler Blvd.: Beginning at the Southwest corner of Section 12 in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence North 0°09' East 40.033 chains to the one quarter section corner between Sections 11 and 12; thence East 5.145 chains along the legal subdivision line running East and West through the center of Section 12 to a point; thence south 0°02' East 40.033 chains to the South line of Section 12; thence North 89°58' West 5.267 chains to the place of beginning.

SAVE AND EXCEPT that portion of the premises herein described lying within the limits of roads, streets and highways.

### EXHIBIT B

#### LEGAL DESCRIPTION Map 8S-3W-12B; Tax Lot 1600:

#### Tax Account No. 32212

Beginning at the quarter Section corner between Sections 11 and 12 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; running thence Northerly along the Section line between said Section 11 and 12, 18.94 chains to an iron pipe; thence North 89°49' East 14.11 chains to the center of the county Road; thence South 27°35' East along the center of said County Road, 1.01 chains; thence South 23° East along the center of said County Road 0.76 chains; thence South 16°2' East along the center of said County Road; 1.80 chains; thence South 16°2' East along the center of said County Road; 1.80 chains; thence South 10°28' East 7.54 chains along the center of said County Road; thence South 20° West 0.632 chains to an iron pipe in the center of the County Road; thence South 43°45' East along the center of the county Road 1.66 chains to an iron pipe; thence South 85°50' West 7.74 chains to an iron pipe; thence South 0°5' West 5.94 chains to an iron pipe; thence Westerly 10.0725 chains to the place of beginning.

SAVE AND EXCEPT: Beginning at a point on the Section line, which is 13.637 chains North of the quarter section corner between Sections 11 and 12, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; and running thence North along said Section line 5.303 chains; thence North 89°49' East 14.11 chains to the center of the County Road; thence South 27°35' East 1.01 chains along the center of said County Road; thence South 23° East 0.76 chains along the center of said County Road; thence south 16°2' East 1.80 chains along the center of said County Road; thence South 11°28' East 2.018 chains along the center line of said County Road; thence South 89°49' West 15.772 chains to the point of beginning.

SAVE AND EXCEPT: Beginning at the Southwest corner of a tract of land conveyed to the State of Oregon, by deed described in Volume 332, Page 64, Marion County Records at a point which is 899.46 feet North of the West quarter corner of Section 10, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, said point of being on the West line of said Section 12; thence North 89°49' East, along the South line of said Oregon State tract 670.96 feet; thence South, parallel to the West line of said Section, 40.48 feet; thence South 89°40'27' West 670.97 feet to the West line of said Section; thence North 42.15 feet to the point of beginning.

SAVE AND EXCEPT that portion of the premises herein described lying within the limits of roads, streets and highways.

# **REEL:1950**

# **PAGE: 328**

# May 29, 2002, 02:46 pm.

CONTROL #: 59651

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

ALAN H DAVIDSON COUNTY CLERK

THIS IS NOT AN INVOICE.

UNTIL FURTHER NOTICE, SEND ALL TAX STATEMENTS TO: Boulder Hill LLC Robert W. Nunn, Manager 1000 SW Broadway, Suite 1400 Portland, OR 97205-3089

## AFTER COMPLETING RECORDING, RETURN THIS DOCUMENT TO:

Evans, Freeby & Jennings, LLP Attorneys at Law 280 Court St. NE Salem, OR 97301

## BARGAIN AND SALE DEED

ROBERT W. NUNN, Trustee under the EVELYN M. COBURN LIVING TRUST, dated March 15, 1995, GRANTOR

#### Conveys to

### BATTLE CREEK LLC, an Oregon Manager-Managed Limited Liability Company GRANTEE

All the following real property situated in Marion County, State of Oregon, specifically described on Exhibit "A" hereto and by this reference incorporated herein, generally described as Tax Lot 1600, Tax Account No. R32212, subject to an easement in favor of the property owned by Grantor adjacent to the south, generally described as Tax described Tax Lot 700, Tax Account No. R32178, specifically described on Exhibit "B" hereto and by this reference incorporated herein. The purpose of the easement shall be for ingress and egress sufficient to permit development of Tax Lot 700 for its highest and best use. The specific location of the easement shall be determined by the owners of the dominant and servient estates, upon their mutual agreement, with the cost of locating and identifying the actual roadway easement to be shared equally between the owners of both estates.

The true and actual consideration for this transfer is other than money.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 23rd day of May, 2002.

GRANTOR Evelyn M. Coburn Living Trust, dated March 15, 1995

By: Robert W. Nunn, Trustee

REEL PAGE 1950 \$26

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# STATE OF OREGON, County of MARION ) ss.

Personally appeared before me this  $23^{\circ}$  day of May, 2002, Robert W. Nunn, as Trustee and acknowledged the foregoing instrument to be his voluntary act.



2 9 2002

Gaime Synne Trembly-Notary Public for Oregon 118-03

My Commission Expires: 4-18-

### EXHIBIT A

LEGAL DESCRIPTION Map 8S-3W-12B; Tax Lot 1600:

#### Tax Account No. R32212

Beginning at the quarter Section corner between Sections 11 and 12 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; running thence Northerly along the Section line between said Section 11 and 12, 18.94 chains to an iron pipe; thence North 89°49' East 14.11 chains to the center of the county Road; thence South 27°35' East along the center of said County Road, 1.01 chains; thence South 23° East along the center of said County Road, 1.80 chains; thence South 16°2' East along the center of said County Road; 1.80 chains; thence South 16°2' East along the center of said County Road; 1.80 chains; thence South 10°28' East 7.54 chains along the center of said County Road; thence South 20° West 0.632 chains to an iron pipe in the center of the County Road; thence South 43°45' East along the center of the county Road 1.66 chains to an iron pipe; thence South 85°50' West 7.74 chains to an iron pipe; thence South 0°5' West 5.94 chains to an iron pipe; thence Westerly 10.0725 chains to the place of beginning.

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SAVE AND EXCEPT that portion of the premises herein destribed lying within the limits of roads, streets and highways

### EXHIBIT B

### LEGAL DESCRIPTION Map 8S-3W-12C; Tax Lot 700:

#### Tax Account No. R32178

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# **REEL:1950**

# **PAGE: 326**

# May 29, 2002, 02:46 pm.

CONTROL #: 59651

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

### ALAN H DAVIDSON COUNTY CLERK

THIS IS NOT AN INVOICE.



# 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, Conditions and Stipulations or Conditions of said policy forms.

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of 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 Itmo



1433 SW 6th Avenue, Portland, OR 97201 (503)646-4444 FAX (503)219-9984

# PRELIMINARY REPORT

TITLE OFFICER: Tina Turner

ORDER NO.: 471817060909 Supplement 1: Eff date/taxes/city lien

TO: Lawyers Title of Oregon, LLC Krista Thorne 1915 NW Amberglen Parkway, Suite 155 Beaverton, OR 97006

OWNER/SELLER: Battle Creek LLC BUYER/BORROWER: Westwood Homes LLC PROPERTY ADDRESS: Lot 1600/ O Strong Road, Salem, OR 97303

# EFFECTIVE DATE: March 15, 2018, 08:00 AM

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

	AMOUNT	PREMIUM
ALTA Owner's Policy 2006	\$ 2,979,067.00	\$ 5,070.00
Owner's Standard		
Government Lien Search		\$ 40.00

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:

Battle Creek LLC, an Oregon Manager-Manager Limited Liability Company

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

Beginning at the Quarter corner of Sections 11 and 12, Township 8 South, Range 3 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon; thence North 89°30'08" East 340.87 feet; thence North 89°45'32" East 325.36 feet; thence North 00°25'43" West 391.40 feet; thence North 85°22'14" East 465.02 feet to the West right of way of Market Road 56 (Strong Road); thence along the West right of way of Market Road 56 (Strong Road); thence along the West right of way of Market Road 56 (Strong Road); the following courses: North 63°05'45" West 61.91 feet; North 15°54'49" East 69.83 feet; North 11°04'59" West 247.08 feet; thence South 89°15'44" West 1049.02 feet; thence South 00°25'53" East 362.47 feet; thence South 89°35'40" West 299.22 feet; thence South 00°25'53" East 395.00 feet; thence North 89°35'40" East 299.22 feet to the Point of Beginning.

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. The Land has been classified as farm, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 7. City Liens, if any, in favor of the City of Salem. None found as of March 20, 2018.
- 8. Rights of the public to any portion of the Land lying within the limits of streets, roads and highways.
- 9. City of Salem Public Works Department Temporary Service Agreement

Recording Date:	March 20, 1998
Recording No.:	Reel 1472, Page 46

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: 1995	Robert W. Nunn, Trustee under the Evelyn M. Coburn Living Trust, dated March 15,
Purpose:	ingress and egress
Recording Date: Recording No:	May 29, 2002 Reel 1950, Page 326
Affects:	Exact location not disclosed

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Drager LLC, an Oregon Manager-Managed Limited Liability Company
Purpose:	ingress and egress
Recording Date:	May 29, 2002
Recording No:	Reel 1950, Page 328
Affects:	Exact location not disclosed

12. Reservation, exception or other severance of minerals, together with the implied or express appurtenant rights to use the surface of the land for the development or extraction of such minerals, contained in or disclosed by instrument,

In favor of:The State of Oregon, acting by and through the Oregon Youth AuthorityReservation of:Reference is hereby made to said document for full particularsRecording Date:February 4, 2011Recording No.:Reel 3257, Page 222

The Company makes no representation as to the present ownership of this interest or its encumbrances.

- 13. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Battle Creek LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

- 15. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
  - a) The rights of tenants holding under unrecorded leases or tenancies
  - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
  - c) Any facts which would be disclosed by an accurate survey of the Land

### ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year:	2017-2018
Amount:	\$234.71
Levy Code:	92401000
Account No.:	R32212
Map No.:	083W12B 01600

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. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- C. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Westwood Homes LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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

Parties: Westwood Homes LLC

- E. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- F. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

- G. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- H. 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.
- I. Recording Charge (Per Document) is the following:

First Page	Each Additional Page	
\$46.00	\$5.00	
\$68.00	\$5.00	
\$51.00	\$5.00	
\$65.00	\$5.00	
	\$46.00 \$68.00 \$51.00	

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address: Portland Title Group Attn: Recorder 1433 SW 6th Ave. Portland, OR. 97201

J. 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.

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

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured
- Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with 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) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. 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.
- 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.
- 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 5. 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:

- 1. (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; (i)
  - (ii) the character, dimensions or location of any improvement erected on the land; (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the
- coverage provided under Covered Risk 6. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in 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:

- 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.
- 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.





# WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complain Center: <u>http://www.ic3.gov</u>

TM and © Fidelity National Financial, Inc. and/or an affiliate. All rights reserved

471817060909 - WIRE0016 (DSI Rev. 12/07/17)

### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<b>Types of Information Collected.</b> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	<b>How Information is Collected</b> . We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.	
<b>Use of Collected Information</b> . We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	<u>When Information Is Disclosed</u> . We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.	
<b><u>Choices With Your Information</u></b> . Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	<b>Information From Children</b> . We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.	
<b>Privacy Outside the Website</b> . We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	<b>International Users</b> . By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.	
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.		
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at <u>privacy@fnf.com</u> or as directed at the end of this Privacy Notice.	

### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estateand loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

# Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

# How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- <u>Browser Log Files</u>. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- <u>Cookies</u>. When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

# Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

# When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

### **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. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

<u>For Oregon Residents</u>: We will not share your Personal Information and 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.

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

### Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

### Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

### **International Users**

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

# The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

# The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information, you should contact your mortgage loan servicer.

## Your Consent To This Privacy Notice

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

# Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to <u>privacy@fnf.com</u> or by mail or phone to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354 
 REEL
 3602 PAGE
 265

 MARION COUNTY
 BILL BURGESS, COUNTY CLERK
 05-07-2014
 11:26 am.

 Control Number
 360612
 \$ 56.00
 10.014759

### After recording return to:

Robert W. Nunn Sussman Shank LLP Suite 1400 1000 SW Broadway Portland, OR 97205-3089

### Send all tax statements to:

Robert W. Nunn 0841 SW Gaines Street, Unit 606 Portland, OR 97239

### WARRANTY DEED

Robert W. Nunn, Grantor, conveys and warrants to Pringle Creek LLC, an Oregon limited liability company, Grantee, all of Grantor's tenant in common interest in the real property described on Exhibit A.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law are limited to the amount, nature, and terms of any right or indemnification available to Grantor under any title insurance policy. Grantor has no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under a title insurance policy.

The property is free of encumbrances except (a) as specifically set forth herein, (b) encumbrances ascertainable from viewing the property, and (c) encumbrances, covenants, conditions, restrictions, and easements of record.

The true and actual consideration for this transfer is \$-0- and consists of or includes other property or other value given or promised.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR

PAGE 1 - WARRANTY DEED

FATCO S. 2014

215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 15 day of November, 2013.

**GRANTOR:** 

Robert W. Nunn

STATE OF OREGON ) ) ss. County of <u>Multhoman</u>)

This instrument was acknowledged before me on November \_\_\_\_\_, 2013 by Robert W. Nunn.



NOTARY PUBLIC FOR OREGON My Commission Expires: 4/5/16

15923-002\PRINGLE CREEK WARRANTY DEED (01722624);1

PAGE 2 - WARRANTY DEED

### Exhibit A

Beginning at a point which is 315.48 feet N. 89° 49' W. and 1223.41 feet N. 22° 30' W. and 301.80 feet N. 67° 30' E. from the Southeast corner of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian In Marion County, Oregon; thence S. 14° 34' E. 370.20 feet; thence N. 67° 30' E. 429.93 feet to a point on the East line of said Section, which point is 1064.65 feet N. 0° 30' E. from the Southeast corner of said Section; thence N. 0° 30' E. along said East line 397.79 feet; thence S. 67° 30' W. 534.60 feet to the place of beginning and containing 4.07 acres of land.

Together with an easement for road and right-of-way purposes over the following described parcel, beginning at a point which is located North 89° 49' West 315.48 feet and North 22° 30' West 1,223.41 feet and North 67° 30' East 30.00 feet from the Southeast comer of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, Marion County. Oregon;

Thence from said point of beginning continuing North 67° 30' East 351.80 feet to a point on the northerly line of a tract of land described in Deed Book 469, page 411 of Marion County Deed Records;

Thence North 22° 30' West 50.00 feet to a point;

Thence South 67°30' West 351.80 feet to a point on the easterly right-of-way line of Battle Creek Road (Market Road No. 25);

Thence South 22° 30' East along said easterly right-of-way line 50.00 feet to the point of beginning.

PAGE 3 - WARRANTY DEED

# **REEL: 3602 PAC**

# **PAGE: 265**

# May 07, 2014, 11:26 am.

CONTROL #: 360612

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 56.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

 REEL
 3602 PAGE
 266

 MARION COUNTY
 BILL BURGESS, COUNTY CLERK
 05-07-2014
 11:26 am.

 05-07-2014
 11:26 am.
 Control Number
 360612
 \$ 56.00

 Instrument
 2014
 00114760
 140014760
 140014760

### After recording return to:

Robert W. Nunn Sussman Shank LLP Suite 1400 1000 SW Broadway Portland, OR 97205-3089

Send all tax statements to:

Robert W. Nunn 0841 SW Gaines Street, Unit 606 Portland, OR 97239

#### WARRANTY DEED

Kathryn L. Young, Grantor, conveys and warrants to Sheep Trail LLC, an Oregon limited liability company, Grantee, all of Grantor's tenant in common interest in the real property described on Exhibit A.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law are limited to the amount, nature, and terms of any right or indemnification available to Grantor under any title insurance policy. Grantor has no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under a title insurance policy.

The property is free of encumbrances except (a) as specifically set forth herein, (b) encumbrances ascertainable from viewing the property, and (c) encumbrances, covenants, conditions, restrictions, and easements of record.

The true and actual consideration for this transfer is \$-0- and consists of or includes other property or other value given or promised.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR

PAGE 1 - WARRANTY DEED

FATCO 5-2014

215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this <u>20</u> day of November, 2013.

**GRANTOR:** 

Kathryn L. Young

STATE OF WASHINGTON ) ss. County of King

This instrument was acknowledged before me on November  $\underline{20}$ , 2013 by Kathryn L. Young.

KOTARY PUBLIC FOR WASHINGTON

My Commission Expires: 10 - 09 - 17

15923-002\SHEEP TRAIL LLC WARSANTY DEED (01722706);1



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PAGE 2 - WARRANTY DEED

### Exhibit A

Beginning at a point which is 315.48 feet N. 89° 49' W. and 1223.41 feet N. 22° 30' W. and 301.80 feet N. 67° 30' E. from the Southeast corner of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian In Marion County, Oregon; thence S. 14° 34' E. 370.20 feet; thence N. 67° 30' E. 429.93 feet to a point on the East line of said Section, which point is 1064.65 feet N. 0° 30' E. from the Southeast corner of said Section; thence N. 0° 30' E. along said East line 397.79 feet; thence S. 67° 30' W. 534.60 feet to the place of beginning and containing 4.07 acres of land.

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Thence from said point of beginning continuing North 67° 30' East 351.80 feet to a point on the northerly line of a tract of land described in Deed Book 469, page 411 of Marion County Deed Records;

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22 0

PAGE 3 - WARRANTY DEED

# **REEL: 3602**

# **PAGE: 266**

# May 07, 2014, 11:26 am.

CONTROL #: 360612

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 56.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

 REEL
 3602 PAGE
 267

 MARION COUNTY
 BILL BURGESS, COUNTY CLERK
 05-07-2014
 11:26 am.

 Control Number
 360612
 \$ 56.00
 56.00

 Instrument
 2014
 00114761
 \$ 56.00

#### After recording return to:

Robert W. Nunn Sussman Shank LLP Suite 1400 1000 SW Broadway Portland, OR 97205-3089

### Send all tax statements to:

Robert W. Nunn 0841 SW Gaines Street, Unit 606 Portland, OR 97239

#### WARRANTY DEED

Linda S. Schaefers, Grantor, conveys and warrants to Margalou LLC, an Oregon limited liability company, Grantee, all of Grantor's tenant in common interest in the real property described on Exhibit A.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law are limited to the amount, nature, and terms of any right or indemnification available to Grantor under any title insurance policy. Grantor has no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under a title insurance policy.

The property is free of encumbrances except (a) as specifically set forth herein, (b) encumbrances ascertainable from viewing the property, and (c) encumbrances, covenants, conditions, restrictions, and easements of record.

The true and actual consideration for this transfer is \$-0- and consists of or includes other property or other value given or promised.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR

PAGE 1 - WARRANTY DEED

FATCO 5-2014

215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this \_\_\_\_\_ day of November, 2013.

**GRANTOR:** 

Mida S. Scharfs-Linda S. Schaefers

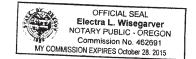
STATE OF OREGON ) ss. County of \_ ham

This instrument was acknowledged before me on November \_\_\_\_\_\_, 2013 by Linda S. Schaefers.

Untro h Wisgon NOTARY PUBLIC FOR OREGON

21 2015 My Commission Expires: October

15923-002\MARGALOU LLC WARRANTY DEED (01722700);1



PAGE 2 - WARRANTY DEED

#### **Exhibit A**

Beginning at a point which is 315.48 feet N. 89° 49' W. and 1223.41 feet N. 22° 30' W. and 301.80 feet N. 67° 30' E. from the Southeast corner of Section 11 in Township 8 South, Range 3 West of the Willamette Meridian In Marion County, Oregon; thence S. 14° 34' E. 370.20 feet; thence N. 67° 30' E. 429.93 feet to a point on the East line of said Section, which point is 1064.65 feet N. 0° 30' E. from the Southeast corner of said Section; thence N. 0° 30' E. along said East line 397.79 feet; thence S. 67° 30' W. 534.60 feet to the place of beginning and containing 4.07 acres of land.

Together with an easement for road and right-of-way purposes over the following described parcel, beginning at a point which is located North 89° 49' West 315.48 feet and North 22° 30' West 1,223.41 feet and North 67° 30' East 30.00 feet from the Southeast comer of Section 11, Township 8 South, Range 3 West of the Willamette Meridian, Marion County. Oregon;

Thence from said point of beginning continuing North 67° 30' East 351.80 feet to a point on the northerly line of a tract of land described in Deed Book 469, page 411 of Marion County Deed Records;

Thence North 22° 30' West 50.00 feet to a point;

Thence South 67°30' West 351.80 feet to a point on the easterly right-of-way line of Battle Creek Road (Market Road No. 25);

Thence South 22° 30' East along said easterly right-of-way line 50.00 feet to the point of beginning.

PAGE 3 - WARRANTY DEED

# **REEL: 3602**

# **PAGE: 267**

# May 07, 2014, 11:26 am.

CONTROL #: 360612

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 56.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.



# 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, Conditions and Stipulations or Conditions of said policy forms.

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of 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 Itmo



1433 SW 6th Avenue, Portland, OR 97201 (503)646-4444 FAX (503)219-9984

# PRELIMINARY REPORT

TITLE OFFICER: Tina Turner

ORDER NO.: 471817060917 Supplement 1: Eff date/taxes/city lien

 TO: Lawyers Title of Oregon, LLC Krista Thorne 1915 NW Amberglen Parkway, Suite 155 Beaverton, OR 97006
 OWNER/SELLER: Pringle Creek LLC, Sheep Trail, LLC, & Margalou LLC

**BUYER/BORROWER:** Westwood Homes LLC **PROPERTY ADDRESS:** Battlecreek Road, Lot 400, Salem, OR 97303

## EFFECTIVE DATE: March 15, 2018, 08:00 AM

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

	AMOUNT	ļ	PREMIUM
ALTA Owner's Policy 2006	\$ 688,772.00	\$	1,634.00
Owner's Standard			
Government Lien Search		\$	40.00

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:

Pringle Creek LLC, an Oregon limited liability company, Sheep Trail LLC, an Oregon limited liability company and Margalou LLC, an Oregon limited liability company, all as tenants in common

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

Beginning at a point which is 315.48 feet North 89° 49' West and 1,223.41 feet North 22° 30' West and 301.80 feet North 67° 30' East from the Southeast corner of Section 11, in Township 8 South, Range 3 West, of the Willamette Meridian, in the City of Salem, County of Marion and State of Oregon; thence South 14° 34' East, 370.20 feet; thence North 67° 30' East, 429.93 feet to a point on the East line of said section, which point is 1,064.65 feet North 00° 30' East from the Southeast corner of said section; thence North 00° 30' East along said East line 397.79 feet; thence South 67° 30' West, 534.60 feet to the place of beginning.

TOGETHER WITH an easement for road and right-of-way purposes over the following described parcel:

Beginning at a point which is located North 89° 49' West, 315.48 feet and North 22° 30' West, 1,223.41 feet and North 67° 30' East, 30.00 feet from the Southeast corner of Section 11, Township 8 South, Range 3 West, of the Willamette Meridian, in the County of Marion and State of Oregon; thence from said point of beginning continuing North 67° 30' East, 351.80 feet to a point on the Northerly line of a tract of land described in Deed Book 469, Page 411 of Marion County Deed Records; thence North 22° 30' West, 50.00 feet to a point; thence South 67° 30' West, 351.80 feet to a point on the Easterly right-of-way line of Battle Creek Road (Market Road No. 25); thence South 22° 30' East along said Easterly right-of-way line 50.00 feet to the point of beginning.

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. City Liens, if any, in favor of the City of Salem. None found as of March 20, 2018.
- 7. The Land has been classified as farm, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 8. Rights of the public to any portion of the Land lying within the limits of streets, roads and highways.
- 9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Pringle Creek LLC, Sheep Trail LLC and Margalou LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

- 11. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
  - a) The rights of tenants holding under unrecorded leases or tenancies
  - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
  - c) Any facts which would be disclosed by an accurate survey of the Land

#### ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year:	2017-2018
Amount:	\$51.17
Levy Code:	92401000
Account No.:	R32162
Map No.:	083W11D 00400

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. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

C. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Westwood Homes LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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

Parties: Westwood Homes LLC

- E. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- F. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- G. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- H. 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.

I. Recording Charge (Per Document) is the following: County First Page Each Marion \$46.00 Benton \$68.00 Polk \$51.00 Linn \$65.00

Each Additional Page \$5.00 \$5.00 \$5.00 \$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address: Portland Title Group Attn: Recorder 1433 SW 6th Ave. Portland, OR. 97201

J. 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.

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

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured
- Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with 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) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. 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.
- 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.
- 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 5. 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:

- 1. (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; (i)
  - (ii) the character, dimensions or location of any improvement erected on the land; (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the
- coverage provided under Covered Risk 6. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in 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:

- 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.
- 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.





# WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complain Center: <u>http://www.ic3.gov</u>

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471817060917 - WIRE0016 (DSI Rev. 12/07/17)

#### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<b>Types of Information Collected.</b> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	<b>How Information is Collected</b> . We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.		
<b>Use of Collected Information</b> . We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.		
<u>Choices With Your Information</u> . Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	<b>Information From Children</b> . We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.		
<b>Privacy Outside the Website</b> . We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	<b>International Users</b> . By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.		
<b>The California Online Privacy Protection Act</b> . Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.			
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.		

#### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estateand loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

## Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

### How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- <u>Browser Log Files</u>. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- <u>Cookies</u>. When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

### Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

## When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

#### **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. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

<u>For Oregon Residents</u>: We will not share your Personal Information and 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.

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

#### Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

#### Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### International Users

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

### The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

# The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information, you should contact your mortgage loan servicer.

#### Your Consent To This Privacy Notice

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

## Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to <u>privacy@fnf.com</u> or by mail or phone to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354