



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. 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

A handwritten signature in black ink, appearing to read 'Peter H. [unclear]', written over a horizontal line.



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

PRELIMINARY REPORT

ESCROW OFFICER: Lori Neva
Lori.Neva@ticortitle.com
503-585-1881

ORDER NO.: 471820097505
**Supplement 1 - Remove #9, #12 &
#17/Amend #13/Add exceptions**

TITLE OFFICER: Tina Turner

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

ESCROW LICENSE NO.: 200406224

OWNER/SELLER: Ward Development, LLC

BUYER/BORROWER: Neighborly Ventures, Inc.

PROPERTY ADDRESS: 11.175 Acres, Salem, OR 97301
2250 Old Strong Road SE, Salem, OR 97302

EFFECTIVE DATE: August 21, 2020, 08:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006	\$ 2,550,000.00	\$ 3,319.00
Owner's Standard (Short Term Rate)		
Government Lien Search		\$ 80.00

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:

Ward Development, LLC, an Oregon 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

PARCEL I:

Beginning at a 5/8 inch iron rod at the Southeast corner of Tract Q, Pringle Community as recorded in Book 46, page 52, Marion County Book of Town Plats in the Southeast Quarter of Section 2, Township 8 South, Range 3 West of the Willamette Meridian, City of Salem, Marion County, Oregon; thence along the South line of Tract Q and its extension South 87°29'29" West 118.95 feet to a 5/8 inch iron rod at the most Northerly Northeast corner of Parcel 3, Partition Plat 2015-029 as recorded in the Marion County Book of Partition Plats; thence along the East line of said Parcel 2 the following six calls: South 47°08'15" East 1.14 feet to a 5/8 inch iron rod; 175.42 feet along a 215.00 foot radius curve to the right, (the chord of which bears South 23°45'47" East 170.60 feet) to a 5/8 inch iron rod; South 00°23'20" East 451.87 feet to a 5/8 inch iron rod; 52.42 feet along a 215.00 foot radius curve to the left, (the chord of which bears South 06°35'45" West 52.29 feet), to a 5/8 inch iron rod; South 13°34'50" East 90.84 feet to a 5/8 inch iron rod; South 25°53'18" West 344.69 feet to a 5/8 inch iron rod; thence South 62°15'50" East 663.72 feet to a 5/8 inch iron rod; thence 37.80 feet along a 107.00 foot radius curve to the right, (the chord of which bears South 52°08'36" East 37.60 feet), to a 5/8 inch iron rod; thence South 42°01'23" East 17.43 feet to a 5/8 inch iron rod; thence North 47°59'18" East 91.77 feet to a 5/8 inch iron rod; thence 35.89 feet along a 247.50 foot radius curve to the right, (the chord of which bears North 52°09'48" East 35.86 feet), to a 5/8 inch iron rod; thence North 56°19'02" East 31.78 feet; thence along the West right-of-way of Lindburg Road the following three calls: 11.92 feet along a 13.00 foot radius curve to the left, (the chord of which bears North 06°30'17" West 11.51 feet), to a 5/8 inch iron rod; 27.90 feet along a 480.00 foot radius curve to the right, (the chord of which bears North 31°07'01" West 27.90 feet), to a 5/8 inch iron rod; North 60°29'36" East 60.00 feet to a 5/8 inch iron rod; thence 124.34 feet along a 420.00 foot radius curve to the right, (the chord of which bears North 20°57'46" West 123.88 feet), to a 5/8 inch iron rod; thence North 57°52'39" East 81.00 feet to a 5/8 inch iron rod; thence South 70°04'30" East 27.00 feet to a 5/8 inch iron rod; thence North 65°11'17" East 146.00 feet; thence North 37°39'21" West 106.00 feet to a 5/8 inch iron rod; thence North 48.24 feet along a 540.00 foot radius curve to the left, (the chord of which bears North 64°25'35" East 48.22 feet), to a 5/8 inch iron rod; thence 272.22 feet along a 480.00 foot radius curve to the right, (the chord of which bears North 78°06'53" East 268.59 feet), to a 5/8 inch iron rod; thence North 16°41'36" East 3.79 feet to a 5/8 inch iron rod on the South right-of-way of Strong Road; thence along said South right-of-way 55.92 feet along a 1230.00 foot radius curve to the right, (the chord of which bears North 75°55'59" West 55.92 feet), to a 5/8 inch iron rod at the Southwest corner of Strong Road; thence along the West right-of-way of Strong Road North 15°22'10" East 14.52 feet to a 5/8 inch iron rod; thence 124.26 feet along a 510.00 foot radius curve to the left, (the chord of which bears South 81°34'57" West 123.95 feet), to a 5/8 inch iron rod; thence North 00°33'26" West 198.90 feet to a 5/8 inch iron rod; thence North 80°48'09" West 313.35 feet to a 5/8 inch iron rod; thence 175.45 feet along a 1000.00 foot radius curve to the right, (the chord of which bears North 18°07'54" East 175.23 feet), to a 5/8 inch iron rod; thence 367.75 feet along a 510.00 foot radius curve to the left, (the chord of which bears North 02°30'02" East 359.83 feet), to a 5/8 inch iron rod; thence 416.47 feet along a 510.00 foot radius curve to the right, (the chord of which bears North 05°14'15" East 405.00 feet); thence 386.69 feet along a 405.00 foot radius curve to the left, (the chord of which bears North 01°16'45" East 372.16 feet), to a 5/8 inch iron rod on the South right-of-way of Old Strong Road; thence along said South right-of-way the following two calls: 88.90 feet along a 7657.53 foot radius curve to the left, (the chord of which bears North 43°59'41" West 88.90 feet), to a 5/8 inch iron rod; North 44°24'51" West 40.79 feet to a 5/8 inch iron rod; thence along the East line of Pringle Community the following two calls: South 30°11'17" West 390.96 feet to a 5/8 inch iron rod; South 36°46'18" West 557.00 feet to the point of beginning.

EXCEPTING THEREFROM, that right-of-way as described in Warranty Deed recorded August 9, 2019 in Reel 4228, page 182, Film Records for Marion County, Oregon.

PARCEL II:

EXHIBIT "A"
Legal Description

Parcel 1 of PARTITION PLAT 2019-67, recorded November 20, 2019 in Book of Partition Plats and in Reel 4268, page 266, Deed Records for Marion County, Oregon.

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

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
7. City Liens, if any, in favor of the City of Salem. An inquiry has been directed to the City Clerk concerning the status of said liens and a report will follow if such liens are found.
8. Reservation(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document,

Purpose: Family burial ground
Recording Date: January 9, 1862
Recording No.: Vol. 5, page 529

Affects: A tract 60.00 feet by 30.00 feet near Easterly boundary of Parcel I

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

Granted to: Portland General Electric Company
Purpose: Power line
Recording Date: June 1, 1995
Recording No: Reel 1240, page 360
Affects: Parcel II and delineated on Partition Plat No. 2014-03

11. Restrictive Covenants and Reservation of Mineral Rights, including the terms and provisions thereof, as disclosed by Deed,

Recording Date: August 1, 2003
Recording No.: Reel 2170, page 69

Corrective Amendment to the Statutory Bargain and Sale Deed Subject to Restrictive Covenants and Reservation of Mineral Rights, including the terms and provisions thereof,

Recording Date: August 11, 2004
Recording No.: Reel 2361, page 109

The mineral rights reserved in the above deed were released by instrument, including the terms and provisions thereof,

Recording Date: January 25, 2006
Recording No.: Reel 2598, page 116

The restrictions contained in the above deed were amended by instrument, including the terms and provisions thereof,

Recording Date: August 15, 2008
Recording No.: Reel 2985, page 84

12. [Intentionally Deleted]

13. Matters contained in that certain document

Entitled: Infrastructure Agreement
Dated: September 20, 2005
Executed by: Sustainable Fairview Associates, LLC, an Oregon limited liability company,
Sustainable Investments, LLC, an Oregon limited liability company and the City of Salem, an Oregon
municipal corporation
Recording Date: September 22, 2005
Recording No: Reel 2540, page 426

Reference is hereby made to said document for full particulars.

Amendment(s)/Modification(s) of said agreement,

Recording Date: January 11, 2011
Recording No: Reel 3250, page 279

Amendment(s)/Modification(s) of said agreement,

Recording Date: August 18, 2011
Recording No: Reel 3309, page 210

Amendment(s)/Modification(s) of said agreement,

Recording Date: January 19, 2014
Recording No: Reel 3628, page 424

Amendment(s)/Modification(s) of said agreement,

Recording Date: June 26, 2015
Recording No.: Reel 3713, Page 211

14. Conditions and restrictions as established by the City of Salem,

Purpose: Formation of the Sustainable Fairview Development District
Ordinance No/File No.: Application No. DD/01-05
Recording Date: January 1, 2005
Recording No.: Reel 2552, page 4

15. Conditions and restrictions as established by the City of Salem,

Purpose: Subdivision approval
Ordinance No/File No.: 09-4
Recording Date: September 22, 2010
Recording No.: Reel 3217, page 52

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the plat of Lindburg Green;

Purpose: Public utilities
Affects: 10 feet wide along Strong Road

17. [Intentionally Deleted]

18. Conditions and restrictions as established by the City of Salem,

Purpose: Subdivision approval
Ordinance No/File No.: 09-4
Recording Date: January 10, 2014
Recording No.: Reel 3574, page 437

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Public utilities
Affects: as delineated on Partition Plat No. 2014-03

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Access, sanitary sewer and waterline
Affects: As delineated on Partition Plat No. 2014-03

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

Granted to: City of Salem
Purpose: Public utility and drainage
Recording Date: September 11, 2015
Recording No: Reel 3741, page 130
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem
Purpose: Sanitary sewer and waterline
Recording Date: September 11, 2015
Recording No: Reel 3741, page 131
Affects: Reference is hereby made to said document for full particulars

23. Matters contained in that certain document

Entitled: Notice of Decision
Recording Date: June 28, 2019
Recording No: Reel 4213, page 198

Reference is hereby made to said document for full particulars.

24. Indemnification Agreement Covenant Running with the Land, including the terms and provisions thereof

Recording Date: August 2, 2019
Recording No.: Reel 4226, page 36

and Re-Recording Date: November 26, 2019
and Re-Recording No: Reel 4271, page 43

25. Development Agreement, including the terms and provisions thereof,

Recording Date: August 2, 2019
Recording No.: Reel 4226, page 37

and Re-Recording Date: November 26, 2019
and Re-Recording No: Reel 4271, page 44

26. Easement and Maintenance Agreement, including the terms and provisions thereof,

Recording Date: November 26, 2019
Recording No.: Reel 4271, page 73

27. A Trust Deed, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below,

Amount: \$500,000.00
Dated: December 6, 2019
Trustor/Grantor: Ward Development, LLC, an Oregon limited liability company
Trustee: First American Title Insurance Company of Oregon
Beneficiary: Sustainable Fairview Associates, LLC, an Oregon limited liability company
Loan No.: Not disclosed
Recording Date: December 6, 2019
Recording No.: Reel 4274, page 410

Affects: Subject and additional property

28. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

29. 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: Ward Development, LLC, an Oregon limited liability company

- 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 amendment 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. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- 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.

The Oregon Corporation Commission records show that as of August 21, 2020, Ward Development, LLC is an active Oregon limited liability company and is currently in good standing.

30. 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

31. Improvement Agreement, including the terms and provisions thereof,

Recording Date: September 15, 2010
Recording No.: Reel 3214, Page 379

Amendment to agreement,

Recording Date: July 23, 2019
Recording No.: Reel 4222, Page 86

32. Fee In Lieu Agreement, including the terms and provisions thereof,

Recording Date: October 1, 2010
Recording No.: Reel 3220, Page 88

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

Granted to: City of Salem
Purpose: Permanent access and use
Recording Date: October 17, 2016
Recording No: Reel 3872, Page 52
Affects: Reference is hereby made to said document for full particulars

ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year: 2019-2020
Amount: \$11,889.75
Levy Code: 92401000
Account No.: 531308
Map No.: 083W020000100

Affects: Parcel I

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

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

Fiscal Year: 2019-2020
Amount: \$5,707.08
Levy Code: 92401000
Account No.: 351382
Map No.: 083W11A001002

Affects: Parcel II

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

C. Note: 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.

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

Grantor: Sustainable Fairview Associates, LLC
Grantee: Ward Development, LLC
Recording Date: December 6, 2019
Recording No: Reel 4274, page 409

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

Parties: Neighborly Ventures, Inc.

- F. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Neighborly Ventures, Inc., an Oregon corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

The Oregon Corporation Commission records show that as of August 21, 2020, Neighborly Ventures, Inc. is an active Oregon corporation and is currently in good standing.

- G. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- H. 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.
- I. Recording Charge (Per Document) is the following:
- | County | First Page | Each Additional Page |
|--------|------------|----------------------|
| Marion | \$86.00 | \$5.00 |
| Benton | \$108.00 | \$5.00 |
| Polk | \$91.00 | \$5.00 |
| Linn | \$105.00 | \$5.00 |
- Note: When possible the company will record electronically. An additional charge 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. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

- K. 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.
- L. 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.
- M. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS
- | | |
|--|--|
| Fiscal Year: | July 1 st through June 30 th |
| Taxes become a lien on real property, but are not yet payable: | July 1 st |
| Taxes become certified and payable (approximately on this date): | October 15 th |
| First one third payment of taxes is due: | November 15 th |
| Second one third payment of taxes is due: | February 15 th |
| Final payment of taxes is due: | May 15 th |
- Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
If the full amount of the taxes are paid by November 15th, a 3% discount will apply.
- Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE

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

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

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

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

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

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

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

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

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

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

Security of Your Information

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

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

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

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

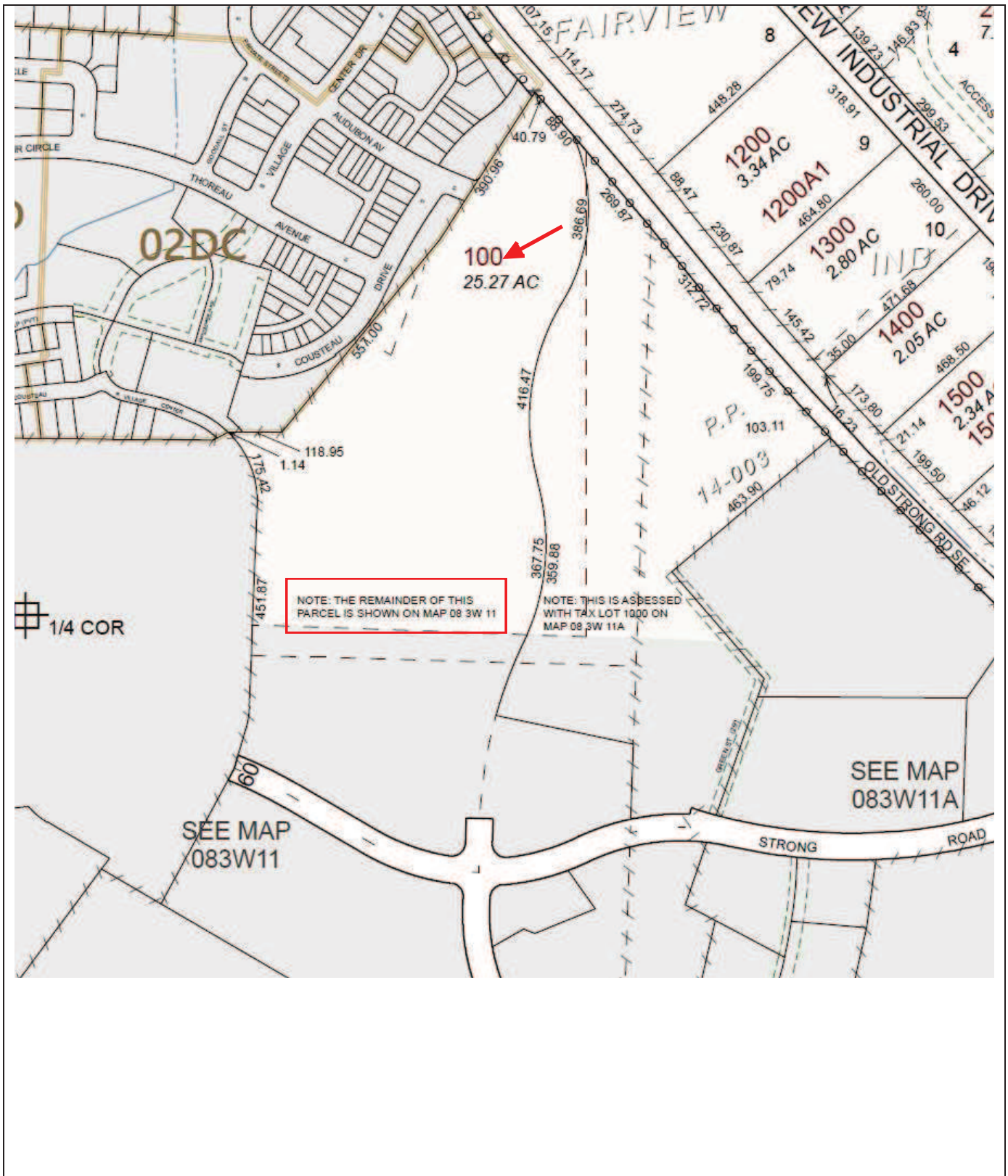
Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

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

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



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, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



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