

## Preliminary Report

Fidelity National Title - Oregon  
500 Liberty St. SE, Ste 200, Salem, OR 97301

Escrow Officer: KimberLee Chasteen  
Email: Kimberlee.Chasteen@FNF.com  
Phone: (503)585-7219  
File No.: 60222109216

Property Address: 2499 Wallace Road NW (Parcel I), Salem, OR 97304

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**Fidelity National Title\***  
Company of Oregon

## **PRELIMINARY REPORT**

In response to the application for a policy of title insurance referenced herein Fidelity National 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 Fidelity National 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*

*Randall S. Flynn Jr.*

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# Fidelity National Title

Company of Oregon

500 Liberty St. SE, Ste 200, Salem, OR 97301  
(503)585-7219

## PRELIMINARY REPORT

**ESCROW OFFICER:** KimberLee Chasteen  
Kimberlee.Chasteen@FNF.com  
(503)585-7219

**ORDER NO.:** 60222109216

**TITLE OFFICER:** Janie Stone and Tom Skinner

**TO:** Fidelity National Title Company of Oregon  
500 Liberty St. SE, Ste 200  
Salem, OR 97301

**ESCROW LICENSE NO.:** 960100001

**OWNER/SELLER:** Scott C Martin

**BUYER/BORROWER:** TBD TBD

**PROPERTY ADDRESS:** 2499 Wallace Road NW (Parcel I), Salem, OR 97304  
2501 Wallace Road NW (Parcel II), Salem, OR 97304  
2519 Wallace Road NW (Parcel III), Salem, OR 97304  
2539 Wallace Road NW (Parcel IV), Salem, OR 97304  
1221, 1225, 1233, 1241 and 1253 River Bend Road NW and 2465 Wallace Road NW  
(Parcel V), Salem, OR 97304  
No Situs Address (Parcel VI), Salem, OR 97304

**EFFECTIVE DATE:** August 24, 2021, 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	\$ TBD	\$ TBD
<b>Owner's Standard (Short Term Rate)</b>		
ALTA Loan Policy 2006	\$ TBD	\$ TBD
<b>Extended Lender's (Not 1 - 4 Family Rate)</b>		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06) (premium to come)		\$ 0.00
Government Lien Search		\$ 480.00

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:

3030 Riverbend, LLC, an Oregon limited liability company, which also appears of record as 3030 River Bend LLC, an Oregon limited liability company, as to an undivided 70% interest and Blum Commercial Properties, L.L.C., an Oregon limited liability company, as to an undivided 30% interest, as tenants in common, as to Parcels I, II, III, V and VI; The Heirs and/or Devisees of Mary Alice Burton, deceased, as to Parcel IV

## **PRELIMINARY REPORT**

(continued)

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

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

**EXHIBIT "A"**  
Legal Description

**PARCEL I:**

A tract of land situated in the Southeast quarter of the Southwest quarter of Section 9, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, Polk County, Oregon, more particularly described as follows:

Beginning at a point which is 15.937 chains West and 9.296 chains South 00°10' West from the Southeast corner of the E.F. Hosford donation land Claim in Township 7 South, Range 3 West of the Willamette Meridian, Polk County, Oregon; thence South 00°10' West a distance of 1.38 chains; thence West a distance of 0.444 chains; thence South 0.77 chains; thence North 89°26' East a distance of 14.522 chains to the center of a County Road; thence North 37°37' West a distance of 2.524 chains; thence West a distance of 12.545 chains to the Place of Beginning.

ALSO: Beginning at a point which is 16.381 chains West and 11.446 chains South 00°10' West from the Southeast corner of the E.F. Hosford Donation Land claim in Township 7 South, Range 3 West of the Willamette Meridian, Polk County, Oregon; thence North 89°26' East a distance of 958.45 feet; thence South 37°37' East a distance of 13.0 feet; thence West a distance of 958.45 feet to a point due South from the place of beginning; thence North to the Place of Beginning.

EXCEPTING from the above described tract of land a strip 30.0 feet wide off the Easterly side, the same being in the County Road.

ALSO EXCEPTING that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded May 16, 1997, Book 334, Page 1873, Book of Records.

**PARCEL II:**

A tract of land situated in the Southeast quarter of the Southwest quarter of Section 9, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, Polk County, Oregon, more particularly described as follows:

Beginning at a point which is 942.48 feet West and 306.68 feet South 00°10' West from the Southeast corner of the E.F. Hosford Donation land Claim No. 64 in Township 7 South, Range 3 West of the Willamette Meridian, in Polk County, Oregon; and running thence South 00°10' West 153.32 feet; thence East 425.19 feet; thence South 27°35' East 156.96 feet; thence North 89°40' East 155.25 feet; thence North 54°44' East 12.20 feet; thence South 37°37' East 24.40 feet; thence West 789.76 feet; thence South 00°10' West 91.08 feet; thence West 29.30 feet; thence South 00°10' West 50.82 feet; thence West 95.70 feet; thence North 00°10' East 449.35 feet; thence East 234.30 feet to the Place of Beginning.

EXCEPTING THEREFROM that portion of the above described tract of land deeded to The Diocese of Oregon, as follows:

Beginning at the Northwest corner of that tract of land conveyed to Charles Saucy and Waltraut Saucy and described in Book of Records 205, Page 1201, Polk County Deed Records, and being in Township 7 South, Range 3 West of the Willamette Meridian, Polk County, Oregon; thence East 103.22 feet, along the North line of said tract, to the Southeast corner of that tract of land described in Document No. 200000875, Polk County Records; thence South 00°09'16" West 243.87 feet; thence West 103.27 feet to the West line of said Saucy Tract; thence North 243.90 feet, more or less, along said West line, to the Point of Beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded May 8, 1997, Book 334, Page 677, Polk County Book of Records.

**EXHIBIT "A"**  
Legal Description

**PARCEL III:**

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 9, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, County of Polk, State of Oregon, more particularly described as follows:

Beginning at an iron pipe on the West line of the Salem-Dayton Highway 4.0 chains West and 9.294 chains South and 24.04 feet North 37°37' West from the Southeast corner of the E.F. Hosford Donation Land Claim No. 64, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, Polk County, Oregon; thence South 54°44' West 12.2 feet to an iron pipe; thence South 89°40' West 155.25 feet parallel with and 1.0 foot North of the North line of a 20.0 foot roadway to an iron pipe ; thence North 27°35' West 79.0 feet to an iron pipe; thence North 80°53' East 138.7 feet to an iron pipe on the West line of said highway; thence South 37°37' East 106.80 feet to the Point of Beginning.

ALSO: Beginning at an iron pipe on the West line of the Salem-Dayton Highway 4.0 chains West and 9.294 chains South and 133.84 feet North 37°37' West from the Southeast corner of the E.F. Hosford Donation Land Claim No. 64, Township 7 South, Range 3 West of the Willamette Meridian, Polk County, Oregon; thence South 80°53' West 138.7 feet to an iron pipe; thence North 27°35' West 38.98 feet to an iron pipe; thence North 85°11' East 137.33 feet to an iron pipe; thence South 37°37' East 29.73 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, recorded May 2, 1997 in Book 334, Page 0089, Book of Records of Polk County, Oregon.

**PARCEL IV:**

**TRACT I:**

Beginning at a point which is 14.28 chains West and 6.971 chains South 00° 10' West from the Southeast corner of the E. F. Hosford Donation Land Claim in Township 7 South, Range 3 West of the Willamette Meridian in Polk County, Oregon and running thence East 9.088 chains to the center of the Salem Lincoln Country Road; thence North 37° 37' West along the center of said County Road, 2.937 chains, thence West 7.285 chains; thence South 00° 10' West 2.323 chains to the Place of Beginning.

EXCEPTING THEREFROM the following:

Beginning at an iron pipe which is 942.48 feet West and 460.09 feet South 00° 10' West from the Southeast corner of the E. S. Hosford Donation Land Claim in Township 7 South, Range 3 West of the Willamette Meridian, Polk County, Oregon and running thence 340 feet East to an iron pipe; thence North 00° 10' East 123.32 feet to an iron pipe; thence East 164.78 feet to the center of the County Road; thence North 37° 37' West 38.15 feet; thence 480.81 feet West to an iron pipe which is North 00° 10' East from the place of beginning; thence South 10° West 153.32 feet to the Place of Beginning.

ALSO EXCEPTING THEREFROM all that portion conveyed to the State of Oregon by deed recorded March 25, 1997 in Book 332, Page 27, Polk County, Oregon.

**TRACT II:**

Beginning at an iron pipe on the West line of the Salem-Dayton Highway 4.00 chains West and 9.294 chains South and 163.58 feet North 37° 37' West from the Southeast corner of the E. F. Hosford D.L.C. No. 64 in Township 7 South, Range 3 West of the Willamette Meridian, in Polk County, Oregon, and running thence South 85° 11' West 137.33 feet to an iron pipe; thence North 27° 35' West 38.98 feet to an iron pipe; thence East 136.74 feet to an iron pipe; thence South 37° 37' East 29.73 feet to the Place of Beginning.

## EXHIBIT "A"

### Legal Description

#### PARCEL V:

A tract of land situated in the Northwest and Northeast quarters of Section 16, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, Polk County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of that tract of land described as Parcel No. 1 conveyed to the City of Salem in that instrument recorded in Book of Records 206, Page 965, Polk County Deed Records, said point being North 87°39'09" West, 705.70 feet and North 02°35'52" East, 34.00 feet (recorded as being North 89°59'15" West, 705.82 feet and North 00°18'26" East, 34 feet in said instrument) from the most Easterly Southeast corner of the C.O. Hosford Donation Land Claim No. 65 in said Township, said point being on the North right of way line of River Bend Road NW at a perpendicular distance of 34.00 feet from the centerline of said road; thence South 87°39'09" East, 184.50 feet along said right of way to a 5/8-inch iron rod with aluminum cap stamped "WILSON PLS 2687" and the True Point of Beginning of this description; and running thence North 02°20'51" East, 151.00 feet to a like iron rod at a point of curvature; thence Northeasterly along the arc of a 100.00-foot radius curve to the right (the chord of which bears North 15°21'33" East, 45.03 feet) 45.42 feet to a like iron rod at a point of reverse curve; thence Northeasterly along the arc of a 100.00-foot radius curve to the left (the chord of which bears North 03°40'50" East, 83.54 feet) 86.18 feet to a like iron rod at a point of reverse curve; thence Northeasterly along the arc of a 120.00-foot radius curve to the right (the chord of which bears North 01°25'08" East, 91.57 feet) 93.95 feet to a like iron rod at a point of tangency; thence North 23°50'51" East, 38.70 feet to a like iron rod; thence North 28°56'47" West, 74.02 feet to a like iron rod on the North line of that property described in that instrument recorded in Document No. 2018-3312, Polk County Deed Records; thence South 87°49'14" East, 44.39 feet along said North line to a point on the Southwesterly right of way line of Wallace Road NW (State Highway 221) at a perpendicular distance of 51.84 feet Southwesterly of the centerline of said road; thence along said Southwesterly right of way as shown on Polk County Survey C.S. 14655 the following eight courses: thence Southeasterly along an offset spiral curve to the left (the chord of which bears South 30°13'00" East, 86.73 feet) 86.73 feet to a point 51.84 feet Southwesterly and opposite Engineer's Centerline Station 999+24.34 (30+456.940 meters); thence South 22°21'37" East, 67.02 feet to a point 61.68 feet Southwesterly and opposite Engineer's Centerline Station 999+89.99 (30+476.950 meters); thence Southeasterly along an offset spiral curve to the left (the chord of which bears South 31°47'58" East, 97.95 feet) 97.96 feet to a point 61.68 feet Southwesterly and opposite Engineer's Centerline Station 1000+86.45 (30+506.350 meters); thence South 46°36'58" East, 41.46 feet to a point 51.84 feet Southwesterly and opposite Engineer's Centerline Station 1001+26.02 (30+518.410 meters); thence Southeasterly along an offset spiral curve to the left (the chord of which bears South 33°23'04" East, 13.48 feet) 13.48 feet to a point 51.84 feet Southwesterly and opposite Engineer's Centerline Station 1001+39.26 (30+522.447 meters); thence Southeasterly along the arc of a 2916.63-foot radius curve to the left (the chord of which bears South 34°37'53" East, 113.62 feet) 113.63 feet to a point 51.84 feet Southwesterly and opposite Engineer's Centerline Station 1002+50.87 (30+556.464 meters); thence Southeasterly along the arc of an offset spiral curve to the left (the chord of which bears South 36°50'47" East, 126.12 feet) 126.13 feet to a point 51.84 feet Southwesterly and opposite Engineer's Centerline Station 1003+75.14 (30+594.344 meters); thence South 25°48'11" West, 27.35 feet to a point on the aforementioned North right of way line of River Bend Road NW and the beginning of a 50.00-foot radius non-tangent curve concave to the North, whose arc is subtended by a central angle of 18°14'47"; thence Southwesterly along the arc of said curve to the right (whose radius point bears North 15°55'14" West and the chord of which bears South 83°12'39" West, 15.87 feet) 15.94 feet along said North right of way to a point of tangency; thence North 87°39'09" West, 321.04 feet along said North right of way line to the True Point of Beginning.

#### PARCEL VI:

A tract of land situated in the Southeast quarter of the Southwest quarter of Section 9, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, Polk County, Oregon, more particularly described as follows:

**EXHIBIT "A"**  
Legal Description

**TRACT A:**

Beginning at an iron pipe which is 942.48 feet West and 460.09 feet South 00°10' West from the Southeast corner of the E. S. Hosford Donation Land Claim in Township 7 South, Range 3 West of the Willamette Meridian in Polk County, Oregon; thence 340.00 feet East to an iron pipe; thence North 00°10' East, a distance of 123.32 feet to an iron pipe; thence East 164.78 feet to the center of the County Road; thence North 37°37' West, a distance of 38.15 feet; thence 480.81 feet West to an iron pipe which is North 00°10' East from the place of beginning; thence South 00°10' West, a distance of 153.32 feet to the Place of Beginning.

**TRACT B:**

Beginning at a point which is 942.48 feet West and 306.77 feet South 00°10' West and 292.94 feet East from the Southeast corner of the E. S. Hosford Donation Land Claim No. 64 in Township 7 South, Range 3 West of the Willamette Meridian in Polk County, Oregon; thence East 187.87 feet to the centerline of the Wallace Road; thence North 37°37' West, along the centerline of said Road, a distance of 44.22 feet to an angle point in said centerline; thence North 59°01' West, along the centerline of said Road, a distance of 79.47 feet; thence South 50°41' West, a distance of 119.90 feet to the Point of Beginning.

EXCEPTING THEREFROM from Tracts A and B that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded May 15, 1997, Book 334, Page 1760, Polk County Book of Records.



**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:**

**EXCEPTIONS AS TO ALL PARCELS:**

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 2021-2022.
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.

**EXCEPTIONS AS TO PARCEL I:**

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

Granted to: State of Oregon, by and through its Department of Transportation  
Purpose: Slopes, water, gas, electric and communication service lines, fixtures and facilities  
Recording Date: May 16, 1997  
Recording No: [Book 334, Page 1873](#)  
Affects: Adjoining Wallace Road NW

**EXCEPTIONS AS TO PARCEL II:**

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

Granted to: Portland General Electric Company  
Purpose: Electrical lines and telephone lines  
Recording Date: April 28, 1960  
Recording No: [Book 173, Page 814](#)

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

Granted to: City of Salem  
Purpose: Underground sanitary sewer, storm drain or water pipeline  
Recording Date: October 10, 1979  
Recording No: [Book 143, Page 1987](#)  
Affects: Northerly 10 feet

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

Granted to: State of Oregon, by and through its Department of Transportation  
Purpose: Slopes, water, gas, electric and communication service lines, fixtures and facilities  
Recording Date: May 8, 1997  
Recording No: [Book 334, Page 677](#)  
Affects: Adjacent to Wallace Road NW

**EXCEPTIONS AS TO PARCEL III:**

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

Granted to: State of Oregon, by and through its Department of Transportation  
Purpose: Slopes, water, gas, electric and communication service lines, fixtures and facilities  
Recording Date: May 2, 1997  
Recording No: [Book 334, Page 89](#)  
Affects: Easterly boundary

**EXCEPTIONS AS TO PARCEL IV:**

13. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.

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

Reserved by: State of Oregon, Department of Transportation  
Purpose: Utilities, Slopes, right of way and drainage  
Recording Date: March 25, 1997  
Recording No: [Book 332, Page 27](#)

15. A contract of sale by and between the parties named below

Dated: December 28, 1998  
Vendor: Mary Alice Burton  
Vendee: Julie F. Mengucci-Foster  
Recording Date: February 4, 1999  
Recording No: [Book 372, Page 762](#)  
**Affects: Tract 1 only**

16. Terms, provisions and conditions, including, but not limited to, maintenance provisions, as contained in Pipeline Easement (Sewer Only)

Recording Date: August 10, 2005  
[Recording No.: 2005-013260](#)

## 17. The effect of the following Quitclaim Deed;

Grantor: Renaye Rowe  
 Grantee: Julie F. Foster  
 Recording Date: October 27, 2006  
Recording No: [2006-017797](#)

The above grantor previously conveyed the property described in said Quitclaim Deed to Mary Alice Burton, as evidenced by that certain Bargain and Sale Deed recorded February 3, 1997 in [Book 329, Page 1607](#), Polk County Records.

## Tract I

## 18. 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.

## 19. Due administration of the Small Estate of Mary Alice Burton, deceased, pursuant to Small Estate Affidavit filed in the Circuit Court of Polk County, Small Estate Case No.: 21PB00244

Opened: January 12, 2021  
 Affiant: Julie Foster Mengucci

NOTE: During the pendency of a small estate proceeding, the affiant and all parties who otherwise would inherit the subject property may sell and convey title to a buyer. The affiant shall execute an affiant's deed to the buyer. The claiming successor(s) shall join in the deed's execution. There is a limited exception to the requirement for the heirs or devisees to join in the deed. The exception is for an attorney affiant approved under ORS 114.517 by the Oregon Director of Human Services or the Director of the Oregon Health Authority. Under that exception, the attorney affiant may convey property of the estate when an heir or devisee fails or refuses to join in the conveyance. Special underwriting attention may be necessary if distribution under the decedent's will (if any) differs from the rules of intestate succession. General index matters such as judgments, tax warrants and federal tax liens against the decedent must be cleared from the title; however, a conveyance by the estate for valuable consideration is free of liens and encumbrances against an heir or devisee. The Company will require that net proceeds of sale be disbursed to a bank account set up solely for the estate or to the client trust account of the lawyer for the estate.

**Note: Although the above case was opened by the above named Affiant, there are no filings in said Small Estate.**

**EXCEPTIONS AS TO PARCEL V:**

## 20. Unpaid Property Taxes are as follows:

Fiscal Year: 2020-2021  
 Amount: \$364.54, plus interest, if any  
 Levy Code: 3201  
Account No.: [368849](#)  
 Map No.: 07316BA09900

Note: The above tax account will be cancelled and combined with tax account 580295, map and tax lot number 07316BA10003 for the 2021-2022 fiscal tax year.

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.

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

Granted to: City of Salem  
Purpose: Underground water pipelines  
Recording Date: December 20, 1967  
Recording No: [Book 208, Page 329](#)

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

Granted to: City of Salem  
Purpose: Pipeline  
Recording Date: August 28, 1978  
Recording No: [Book 131, Page 2246](#)

23. Limited access to and from the Land as set forth in Warranty Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Recording Date: June 13, 1997  
Recording No.: [Book 336, Page 698](#)

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

Granted to: State of Oregon, by and through its Department of Transportation  
Purpose: Slopes, water, gas, electric and communication service lines, fixtures and facilities  
Recording Date: June 13, 1997  
Recording No: [Book 336, Page 698](#)

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

Granted to: City of Salem  
Purpose: Water pipeline(s) and appurtenances  
Recording Date: April 12, 2019  
[Recording No: 2019-003535](#)  
Affects: 8 feet x 24 feet in Southwesterly portion

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

Granted to: City of Salem  
Purpose: Storm Drain  
Recording Date: April 12, 2019  
[Recording No: 2019-003536](#)  
Affects: South 7 feet of West 198.47 feet

27. Matters contained in that certain document

Entitled: Covenant Relating to Utilities/Easement  
Dated: June 20, 2019  
Executed by: 3030 Riverbend, LLC, an Oregon limited liability company  
Recording Date: June 20, 2019  
[Recording No: 2019-006354](#)

Reference is hereby made to said document for full particulars.

28. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Recording Date: July 6, 2020  
[Recording No.: 2020-009204](#)

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

Granted to: State of Oregon, by and through its Department of Transportation  
Purpose: Slopes, water, gas electric and communication facilities  
Recording Date: July 6, 2020  
[Recording No: 2020-009204](#)

30. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 6, 2020  
[Recording No: 2020-009204](#)

**EXCEPTIONS AS TO PARCEL VI:**

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

Granted to: City of Salem  
Purpose: Underground sanitary sewer, storm drain or water pipeline  
Recording Date: October 10, 1979  
[Recording No: Book 143, Page 1992](#)

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

Granted to: State of Oregon, by and through its Department of Transportation  
Purpose: Slopes, water, gas, electric, and communication service lines, fixtures and facilities  
Recording Date: May 15, 1997  
[Recording No: Book 334, Page 1760](#)

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

Granted to: Owners of Parcel IV  
Purpose: Sewer pipeline  
Recording Date: August 10, 2005  
[Recording No: 2005-013260](#)

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

Granted to: Catholic Community Services Foundation, Inc.  
Purpose: Underground sanitary sewer pipeline  
Recording Date: September 26, 2013  
[Recording No: 2013-010390](#)  
Affects: Northerly 10.00 feet of Westerly 297.94 feet of Tract A

**EXCEPTIONS AS TO PARCELS I, II, III, V AND VI:**

35. 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  
Recording Date: April 12, 2019  
[Recording No: 2019-003534](#)

36. Private Stormwater Facility Maintenance Covenant and Access Easement, including the terms and provisions thereof,

Recording Date: May 14, 2019  
[Recording No.: 2019-004877](#)

37. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$8,550,000.00  
Dated: October 21, 2019  
Trustor/Grantor: 3030 Riverbend, LLC, an Oregon limited liability company  
Trustee: David R. Ambrose  
Beneficiary: Blum Family Dynasty, Inc., an Oregon Corporation  
Recording Date: October 22, 2019  
[Recording No: 2019-012275](#)

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

First Amendment to Line of Credit Commercial Deed of Trust and Assignment of Rents, including the terms and provisions thereof,

Executed by: 3030 Riverbend, LLC, an Oregon limited liability company and Blum Family Dynasty, Inc., an Oregon corporation  
Recording Date: December 26, 2019  
[Recording No: 2019-015142](#)

Second Amendment to Line of Credit Commercial Deed of Trust and Assignment of Rents, including the terms and provisions thereof

Executed by: 3030 Riverbend, LLC, an Oregon limited liability company and Blum Family Dynasty, Inc., an Oregon corporation

Recording Date: July 22, 2020

[Recording No: 2020-010196](#)

Deed of Reconveyance, releasing a 30% interest,

Recording Date: August 28, 2020

[Recording No.: 2020-012413](#)

An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: \$8,550,000.00

Assigned to: Blum Family Dynasty, Inc., an Oregon corporation

Recording Date: October 22, 2019

[Recording No: 2019-012276](#)

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

39. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$5,600,000.00

Dated: May 13, 2021

Trustor/Grantor: 3030 Riverbend, LLC, an Oregon limited liability company

Trustee: David R. Ambrose

Beneficiary: Blum Family Dynasty, Inc., an Oregon corporation

Recording Date: May 13, 2021

[Recording No.: 2021-008253](#)

Affects a 70% interest

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

An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: \$5,600,000.00

Assigned to: Blum Family Dynasty, Inc., an Oregon corporation

Assigned By: 3030 Riverbend, LLC, an Oregon limited liability company

Recording Date: May 13, 2021

[Recording No: 2021-008254](#)

#### **EXCEPTIONS AS TO ALL PARCELS:**

40. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

41. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

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

42. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

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

43. Any encroachment (of existing improvements located on the subject Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject Land.

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

**ADDITIONAL REQUIREMENTS/NOTES:**

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

Fiscal Year: 2020-2021  
Amount: \$6,158.86  
Levy Code: 3201  
Account No.: [241300](#)  
Map No.: 07309CD01000

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: 2020-2021  
Amount: \$12,340.19  
Levy Code: 3201  
Account No.: [241298](#)  
Map No.: 07309CD00900

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

Fiscal Year: 2020-2021  
Amount: \$888.81  
Levy Code: 3201  
[Account No.: 241313](#)  
Map No.: 07309CD01101

Parcel III

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

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

Fiscal Year: 2020-2021  
Amount: \$2,119.04  
Levy Code: 3201  
[Account No.: 241339](#)  
Map No.: 07309CD01300

Parcel IV

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

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

Fiscal Year: 2020-2021  
Amount: \$17,873.26  
Levy Code: 3201  
[Account No.: 241652](#)  
Map No.: 07316BA10000

Portion of Parcel V and includes other property

Note: The portion of the above tax account as described in this report will be cancelled and combined with tax account 580295, map and tax lot number 07316BA10003 for the 2021-2022 fiscal tax year.

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.

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

Fiscal Year: 2020-2021  
Amount: \$1,433.73  
Levy Code: 3201  
[Account No.: 241342](#)  
Map No.: 07309CD01301

Parcel VI

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.

- G. 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.
- H. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- I. The Company has on file a copy of the Operating Agreement for 3030 Riverbend, LLC, an Oregon limited liability company , dated March 13, 2018. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

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

The Company has on file a copy of the Operating Agreement for Blum Commercial Properties, L.L.C., an Oregon limited liability company , dated January 21, 2002. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

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

Parcels I, II, III, V and VI

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

Grantor: State of Oregon, by and through its Department of Transportation  
Grantee: 3030 River Bend LLC, an Oregon limited liability company  
Recording Date: July 6, 2020  
[Recording No: 2020-009204](#)

Potion of Parcel VI

Grantor: 3030 Riverbend, LLC, an Oregon limited liability company  
Grantee: 3030 Riverbend, LLC, an Oregon limited liability company  
Recording Date: July 6, 2020  
[Recording No: 2020-009207](#)

The above deed was recorded for property line adjustment purposes.

Parcel VI and includes other property

Grantor: 3030 Riverbend, LLC, an Oregon limited liability company which acquired title to a portion as 3030 River Bend LLC, an Oregon limited liability company  
Grantee: Blum Commercial Properties, L.L.C., an Oregon limited liability company  
Recording Date: August 28, 2020  
Recording No: [2020-012400](#)

and

Re-Recording Date: November 12, 2020  
Recording No: [2020-016847](#)

Parcels I, II, III, V and VI

K. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Parcel IV

L. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

M. 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.

N. 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.

O. 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.

P. 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

Q. 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.

R. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:

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

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

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

## EXHIBIT ONE

### 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 January 1, 2021

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 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.

### **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, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

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