



AmeriTitle, LLC
320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

April 18, 2023
File Number: 576279AM
Report No.: 4
Title Officer: Whitney Estes Email: whitney.estes@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 527113, 527114, 574895 10.61 acres adj to 891 23rd Street, NE, Salem, OR 97301, Salem, OR 97301

Policy or Policies to be issued:

OWNER'S EXTENDED COVERAGE

Proposed Insured: **Green Light-HomeFirst LLC**

Liability

\$4,000,000.00

Premium

\$10,890.00

Local Government Lien Search

\$150.00

Endorsements OTIRO End 203.2-06, OTIRO End 208.2-06, OTIRO End 209.9-06, 218.2-06, OTIRO End 225-06 Same as Surve, OTIRO End 239-06, OTIRO End 80 Owner, OTIRO End 85.Owner

\$2,125.00

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of Stewart Title Guaranty Company, in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 16th day of March, 2023 at 7:30 a.m., title is [vested in](#):

Parcel I: Hospital Facility Authority of the City of Salem, Oregon, a municipal corporation
Parcel II: Salem Health, an Oregon non-profit corporation who acquired title as Salem Hospital
Parcel III: Salem Health, an Oregon non-profit corporation who acquired title as Salem Hospital, an Oregon non-profit corporation

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

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. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information:

[Taxes](#) assessed under Code No. 24010 Account No. 527113 [Map](#) No. 073W24CC04000
NOTE: The 2022-2023 Taxes: \$60,488.87, are Paid

[Taxes](#) assessed under Code No. 24010 Account No. 527114 Map No. 073W24CC03900
NOTE: The 2022-2023 Taxes: \$2,350.95, are Paid

[Taxes](#) assessed under Code No. 24010 Account No. 574895 Map No. 073W24CC04100
NOTE: The 2022-2023 Taxes: \$2,824.49, are Paid

6. City liens, if any, of the City of Salem. (None as of January 12, 2023)
7. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
8. INTENTIONALLY DELETED
9. Notwithstanding Paragraph 4 of the Covered Risks of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the Land. (Affects Parcel III)
10. Easements for utilities over and across the premises formerly included within the boundaries of vacated alley, now vacated, if any such exist.

11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company
Recorded: June 21, 1948
Instrument No.: [Volume: 391 Page: 61](#)
(Affects Parcels I & III)
12. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: August 10, 1948
Instrument No.: [Volume: 392 Page: 277](#)
(Affects Parcel III)

Amended by instrument,
Recorded: October 22, 1993
Instrument No.: [Reel: 1114, Page: 689](#)
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: December 30, 1948
Instrument No.: [Volume: 399 Page: 78](#)
(Affects Parcel I)
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: June 23, 1949
Instrument No.: [Volume: 405 Page: 437](#)
(Affects Parcel I)
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Instrument No.: [Book: 430 Page: 427](#)
(Affects Parcel I)
16. Agreement for Easement, including the terms and provisions thereof,
Recorded: August 23, 1956
Instrument No.: [Volume: 491 Page: 426](#)
(Affects Parcel I)
17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company, a corporation of Oregon, its successors and assigns
Recorded: September 28, 1956
Instrument No.: [Volume: 492 Page: 784](#)
(Affects Parcel III)

18. Agreement, including the terms and provisions thereof,
Recorded: September 8, 1959
Instrument No.: [Volume: 526 Page: 350](#)
(Affects Parcels I & II)

Amended by instrument,
Recorded: May 25, 2017
Instrument No.: [Reel: 3949, Page: 59](#)
19. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company
Recorded: December 2, 1959
Instrument No.: [MF Volume: 529 Page: 34](#)
(Affects Parcel I)
20. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: F. Howard Kurtz and Florence E. Kurtz, husband and wife
Recorded: December 4, 1959
Instrument No.: [Volume: 529 Page: 136](#)
(Affects Parcel I)
21. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: NW Natural Gas Company
Recorded: August 14, 1968
Instrument No.: [Volume: 652 Page: 94](#)
(Affects Parcel I)
22. Agreement, including the terms and provisions thereof,
Recorded: June 11, 1970
Instrument No.: [Volume: 685 Page: 43](#)
(Affects Parcel I)
23. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: NW Natural Gas Company
Recorded: August 8, 1973
Instrument No.: [Volume: 758 Page: 316](#)
(Affects Parcel I)
24. INTENTIONALLY DELETED
25. INTENTIONALLY DELETED
26. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: Salem Hospital, an Oregon Corporation
Lessee: Sprint Spectrum, L.P., a Delaware Limited Liability Company
Disclosed by: Memorandum of Rooftop Site Lease Agreement
Date: January 9, 2004
Recorded: January 9, 2004
Instrument No.: [Reel: 2259 Page: 401](#)
(Affects Parcel I)

27. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: The City of Salem
Recorded: June 14, 2005
Instrument No.: [Reel: 2491 Page: 36](#)
(Affects Parcel I)
28. INTENTIONALLY DELETED
29. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: November 25, 2008
Instrument No.: [Reel: 3013 Page: 336](#)
(Affects Parcel I)
30. Easements as shown on the Partition [Plat](#) No. 2009-003.
31. Restrictions as shown on the official plat of said land.
32. The interest of Salem Health Hospitals & Clinics, a non-profit tax exempt corporation Disclosed by Instrument
Recorded: June 16, 2021
Instrument No.: [Reel: 4502, Page: 333](#)
33. Rights of tenants under existing leases or tenancies.
34. Personal property taxes, if any.
35. The Oregon Secretary of State Corporation Division has no record of Hospital Facility Authority of the City of Salem. Proof must be furnished that Hospital Authority of the City of Salem is a properly created entity capable of holding title.

The Company reserves the right to add additional items, make further requirements and/or change the vesting after review of the requested documentation or if such proof cannot be furnished.
36. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of Salem Health.
37. The Company will require a copy of the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Green Light-Home First LLC for its examination prior to closing. Any conveyance or encumbrance of the Limited Liability Company's property must be executed by all of the members unless otherwise provided for in the Operating Agreement.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
38. Matters as disclosed by Survey by ABC Surveying LLC,
Dated: February 23, 2023
Job No: 23006
As Follows: a. Parking Lot Encroachment
b. Private Roads and the rights of others to use them

39. 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.

IF THE ABOVE EXCEPTION IS TO BE REMOVED FROM A FORTHCOMING POLICY PRIOR TO THE EXPIRATION OF THE STATUTORY LIEN PERIOD, THE COMPANY MUST BE CONTACTED REGARDING ITS UNDERWRITING REQUIREMENTS FOR EARLY ISSUE.

40. Persons in possession or claiming the right of possession.

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

INFORMATIONAL NOTES:

NOTE: Our examination of the title to the subject property discloses no open Deeds of Trust or Mortgages of record. The accuracy of this conclusion should be confirmed in writing prior to closing of the proposed transaction.

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:
Parties:

Green Light-Home First LLC

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: The following are the last deed of record affecting said Land,
Document: Bargain and Sale Deed
Grantor: Perry Dwight Quisenberry, Jr., Trustee of the Perry Dwight Quisenberry, Jr. Revocable Living Trust dated April 17, 1990, as to an undivided one-half interest and Pioneer Trust Bank, N.A., Trustee of the Margaret J. Miller Revocable Trust, as to an undivided one-half interest
Grantee: Salem Hospital, an Oregon non-profit corporation
Recorded: August 13, 1997
Instrument No.: Reel: 1417, Page: 436

Document: Deed
Grantor: Florence E. Kurtz and Stefanie K. Bick, who took title as Stephanie K. Bick
Grantee: Salem Hospital
Recorded: May 17, 1994
Instrument No.: Reel: 1166, Page: 373

Document: Warranty Deed
Grantor: Salem Hospital, a corporation
Grantee: Hospital Facility Authority of the City of Salem, Oregon, a municipal corporation
Recorded: July 10, 1974
Instrument No.: Volume: 782 Page: 506

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system by recorded lot and block.

NOTE: THIS IS A TITLE ONLY ORDER, and as such this office will not be performing any escrow functions such as document preparation, wiring or payoff information, signings, closing protection letters and/or sub-escrows. For questions pertaining to your escrow,
Please contact: Trevor Cheyne at WFG National Title Insurance Company
Address: 700 NE Multnomah St., Ste. 190, Portland, OR 97232
Phone No.: 503-444-7047
Reference: 23-101935

(If full escrow functions are needed on this transaction by this office, please contact us immediately.) (To release recordings for title only files, please contact our recording desk at (503)581-1431 or email salemrecorder@amerititle.com)

NOTE: This Report No. 4 was updated to reflect the following changes:

1. Update exceptions

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel I:

Parcel 2, Partition Plat 2009-03, in the City of Salem, Marion County, Oregon.

Parcel II:

Beginning at a point which is 29.75 chains West and 294.44 feet South of a point on the East line of the Josiah L. Parrish Donation Land Claim No. 61 in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; said point on said East line of said Claim is 20.55 chains North 0°45' West from the most Easterly Southeast corner of said Claim; said point of beginning being the Southeast corner of a tract of land conveyed to F. Howard Kurtz and Florence E. Kurtz by deed recorded in Volume 301, Page 156, Deed Records for said County and State; thence North 89°35' West along the South line of said Kurtz tract 273.24 feet to the Southwest corner thereof; thence South 0°04' West 50.00 feet; thence South 89°35' East 256.69 feet; thence North 18°18' East 52.67 feet to the place of beginning.

Parcel III:

Beginning at the Westerly line of Block 1, GLEN OAK ADDITION to the City of Salem, Marion County, Oregon, at a point which is 112.65 feet South 19°0' West from the Northwest corner of said Block; said point also being the Northwest corner of Partition Plat No. 93-57; thence North 19° 0' East along the Westerly line of said Block 112.65 feet to the Northwest corner thereof; thence North 89° 25' East along the North line of said Block 150.95 feet to the Northeast corner of Lot 5 of said Block; thence South 2°19' East along the East line of said Block 133 feet to the Northeast corner of Partition Plat No. 93-57; thence North 54°48' West along the North line of said partition plat, 18.10 feet; thence continuing along said North line, North 85°18' West 178.80 feet to the place of beginning.