

## Preliminary Report

Lawyers Title - Oregon  
1455 SW Broadway, Ste 1400, Portland, OR 97201

Escrow Officer: Peggy Neikirk  
Email: pneikirk@ltic.com  
Phone: 503-220-0015  
File No.: 322200010

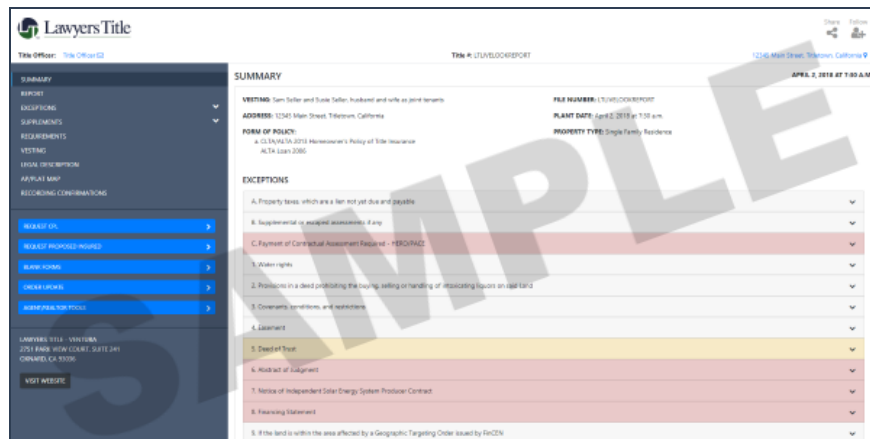
Property Address: 10775 and 10830 SW Tualatin Sherwood Road, Tualatin, OR 97062

## Introducing LiveLOOK

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The screenshot displays the Lawyers Title LiveLOOK report interface. The top left corner shows the Lawyers Title logo and the title officer's name, 'Title Officer ID'. The main content area is titled 'SUMMARY' and includes the following information:

- VENDOR:** Sam Seller and Tracie Seller, husband and wife as joint tenants
- ADDRESS:** 12345 Main Street, Tiburon, California
- FORM OF POLICY:** A 12/14/13 2013 Homeowner's Policy of Title Insurance, 60/20 Loan 2000
- FILE NUMBER:** LTIVELIVELOOKREPORT
- PLANT DATE:** April 2, 2019 at 1:02 a.m.
- PROPERTY TYPE:** Single Family Residence

The 'EXCEPTIONS' section lists several items, each with a dropdown arrow:

- Property taxes which are a lien not yet due and payable
- Supplemental or assigned assessments, if any
- Payment of Contract Assessment Factor - PERFORMED
- Water rights
- Provisions in a deed prohibiting the buying, selling or handling of intangible items on said land
- Covenants, conditions and restrictions
- Liens and
- Deed of Trust
- Abstract of Judgment
- Notice of Independent Solar Energy System Producer Contract
- Planning Statement
- If the land is within the area affected by a Geographic Targeting Order issued by the CDC

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## PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Lawyers Title of Oregon, LLC 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*

A handwritten signature in black ink, appearing to read 'ASME', is written above a horizontal line.



1455 SW Broadway, Ste 1400, Portland, OR 97201  
(503)223-5910 FAX (877)638-9521

## PRELIMINARY REPORT

**ESCROW OFFICER:** Peggy Neikirk  
pneikirk@ltic.com  
503-220-0015

**ORDER NO.:** 322200010

**TITLE OFFICER:** Bob Brandon  
bob.brandon@ltic.com  
(503)553-5690

**TO:** Lawyers Title of Oregon, LLC  
1455 SW Broadway, Ste 1400  
Portland, OR 97201

**ESCROW LICENSE NO.:** 201011107

**BUYER/BORROWER:** 112th & Myslony JPMJD/USICV, LLC

**PROPERTY ADDRESS:** 10775 and 10830 SW Tualatin Sherwood Road, Tualatin, OR 97062

**EFFECTIVE DATE:** December 30, 2021, 08:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Loan Policy 2006	\$ TBD	\$ TBD
Extended Lender's		
Government Lien Search		\$ 60.00

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:](#)

112th & Myslony JPMJD/USICV, LLC, a Delaware limited liability company

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

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

**EXHIBIT "A"**  
Legal Description

**TRACT 1:**

A tract of land being a portion of that property described as Parcel C and Parcel D in a deed to Myslony Development, LLC recorded March 24, 2017 as Document Number 2017-023655, Washington County Deed Records, located in the southeast one-quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap stamped "OBEC" located at the northeast corner of Parcel 2 of Partition Plat No. 2012-002, said point also being on the west boundary of said Parcel C and at the southwest corner of that property dedicated as right-of-way to the City of Tualatin by a deed recorded on October 21, 2011 as Document Number 2011- 073576, Washington County Deed Records; Thence along the southerly and easterly boundary of said right-of-way the following (4) calls, 0.02 feet along a circular curve to the right, having a radius of 2493.81 feet, a delta angle of 00°00'02", and a long chord of North 89°38'08" East 0.02 feet to a point of tangency thereon; Thence North 89°38'09" East 0.02 feet to a point of curvature thereon; Thence 13.09 feet along a tangent circular curve to the right, having a radius of 15.00 feet, a delta angle of 50°00'00", and a long chord of South 65°22'33" East 12.68 feet to a point of reverse curvature, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; Thence 214.41 feet along a tangent circular curve to the left, having a radius of 55.00 feet, a delta angle of 223°21' 26", and a long chord of North 27°56'44" East 102.22 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence departing said right-of-way line, North 00°22' 11" West 65.40 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence North 89°36'12" East 415.08 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 00°19'33" East 593.51 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 52°06' 16" West 110.80 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc", said point being located on the easterly extension of the north line of Lot 3 of "Franklin Business Park"; Thence along said easterly extension line, South 89°37'11" West 181.17 feet to the northeast corner of said Lot 3, from said point a 5/8 inch iron rod bears South 05°53'00" East 0.07 feet; Thence along the north line of said Lot 3, South 89°37'11" West 205.90 feet to the southeast corner of said Parcel 2 of Partition Plat No. 2012-002, from said point a 5/8 inch iron rod with a yellow plastic cap stamped "Ryan LS 58833" bears North 00°20'09" West 4.00 feet; Thence along the east line of said Parcel 2, North 00°20'09" West 510.84 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion granted to the City of Tualatin, as described in Dedication Deed, recorded July 27, 2021 as Recording No. 2021-082365.

**Tract 2:**

A tract of land being a portion of that property described as Parcel A, Parcel B, Parcel C and Parcel D in a Deed to Myslony Development, LLC recorded March 24, 2017 as Document Number 2017-023655, Washington County Deed Records, located in the Southeast one-quarter of Section 22 and the Northeast one-quarter of Section 27, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, Washington County, Oregon, and more particularly described as follows:

Commencing at a 5/8 inch iron rod with a yellow plastic cap stamped "OBEC" located at the Northeast corner of Parcel 2 of PARTITION PLAT NO. 2012-002, said point also being on the West boundary of said Parcel C and at the Southwest corner of that property dedicated as right-of-way to the City of Tualatin by a Deed recorded on October 21, 2011 as Document Number 2011-073576, Washington County Deed Records; thence along the Southerly and Easterly boundary of said right-of-way the following (4) calls, 0.02 feet along a circular curve to the right, having a radius of 2493.81 feet, a delta angle of 00° 00' 02", and a long chord of North 89° 38' 08" East, 0.02 feet to a point of tangency thereon; thence North 89° 38' 09" East, 0.02 feet to a point of curvature thereon; thence 13.09 feet along a tangent circular curve to the right, having a radius of 15.00 feet, a delta angle of 50° 00' 00",

**EXHIBIT "A"**  
Legal Description

and a long chord of South 65° 22' 33" East, 12.68 feet to a point of reverse curvature, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence 214.41 feet along a tangent circular curve to the left, having a radius of 55.00 feet, a delta angle of 223° 21' 26", and a long chord of North 27° 56' 44" East, 102.22 feet to the point of beginning, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence departing said right-of-way line, North 00° 22' 11" West, 65.40 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence North 89° 36' 12" East, 415.08 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence South 00° 19' 33" East, 593.51 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence South 52° 06' 16" West, 110.80 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc", said point being located on the Easterly extension of the North line of Lot 3 of "FRANKLIN BUSINESS PARK"; thence along said Easterly extension line, South 89° 37' 11" West, 181.17 feet to the Northeast corner of said Lot 3, from said point a 5/8 inch iron rod bears South 05° 53' 00" East, 0.07 feet; thence along the East line of said " FRANKLIN BUSINESS PARK " and continuing along the Southerly extension thereof, South 05° 53' 00" East, 647.79 feet to an angle point on the Northerly right-of-way line of SW Tualatin - Sherwood Road (37.00 feet Northerly from the centerline thereof, when measured at right angles), said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along said Northerly right-of-way line, North 52° 21' 40" East 414.27 feet to an angle point thereon, said point being on the Easterly boundary of said Parcel C and being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along the Easterly boundary of said Parcel C, North 10° 09' 17" West, 0.52 feet to an angle point on the Northerly right-of-way line of SW Tualatin - Sherwood Road, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along said Northerly right-of-way line, North 52° 05' 11" East, 708.77 feet to its intersection with the East line of said Parcel B, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; thence along the East line of said Parcel B, North 00° 20' 51" West, 106.92 feet to the Northeast corner thereof, said point also being the Southeast corner of Parcel 1 of PARTITION PLAT NO. 2003-082 and being marked by a 3 inch brass disk set in concrete; thence along the South line of said Parcel 1, South 89° 37' 27" West, 659.73 feet to the Southwest corner thereof, said point being located on the Easterly boundary of said Parcel C and being marked by a 3 inch brass disk set in concrete; thence along the Easterly boundary of said Parcel C, North 00° 19' 33" West, 395.57 feet to the Northeast corner thereon, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "DE HASS ASSOC."; thence along the North line of said Parcel C, South 89° 53' 55" West, 5.02 feet to the Southeast corner of said Parcel D, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "DE HASS ASSOC."; thence along the East line of said Parcel D, North 00° 20' 55" West, 140.11 feet to the Northeast corner thereof, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence along the North line of said Parcel D, South 89° 36' 12" West, 495.03 feet to the Northwest corner thereof, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence along the West line of said Parcel D, South 00° 22' 11" East, 110.00 feet to the Northwest corner of said property dedicated as right-of-way to the City of Tualatin by Document Number 2011-073576, Washington County Deed Records; thence along the Northerly boundary of said right-of-way the following (3) calls, North 89° 38' 09" East, 0.02 feet to a point of curvature thereon; thence 13.09 feet along a tangent circular curve to the left, having a radius of 15.00 feet, a delta angle of 50° 00' 22", and a long chord of North 64° 38' 18" East, 12.68 feet to a point of reverse curvature, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "AKS ENGR."; thence 54.36 feet along a tangent circular curve to the right, having a radius of 55.00 feet, a delta angle of 56° 37' 54", and a long chord of North 67° 57' 04" East, 52.18 feet to the point of beginning.

EXCEPT THEREFROM that portion granted to Washington County, a political subdivision of the State of Oregon, described in Dedication Deed, recorded May 26, 2021 as Recording No. 2021-061976.

AND FURTHER EXCEPTING THEREFROM that portion granted to the City of Tualatin, as described in Dedication Deed, recorded July 27, 2021 as Recording No. 2021-082365.

**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 which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, 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, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. Unpaid Property Taxes with partial payment are as follows:

Fiscal Year: 2021-22  
Original Amount: \$22,003.91  
Unpaid Balance: \$14,669.27, plus interest, if any  
Levy Code: 023.76  
Account No.: [R530642](#)  
Map No.: 2S122D000600

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.

7. Unpaid Property Taxes with partial payment are as follows:

Fiscal Year: 2021-22  
Original Amount: \$33,627.14  
Unpaid Balance: \$22,418.09, plus interest, if any  
Levy Code: 023.76  
Account No.: [R530606](#)  
Map No.: 2S122D0009000

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.

8. City Liens, if any, in favor of the City of Tualatin. None found as of January 14, 2021.
9. A resolution in favor of Tualatin, including the terms and provisions thereof
- No.: 1726-85  
For: Acceptance of Deeds of Dedication  
Recording Date: December 19, 1985  
[Recording No.: 85-050139](#)
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- In favor of: City of Tualatin  
Purpose: Waterline  
Recording Date: October 12, 1987  
[Recording No.: 87-051749](#)
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Pacific N.W. Properties  
Purpose: Storm drainage line  
Recording Date: December 24, 2007  
[Recording No.: 2007-130682](#)
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Entitled: Easement, including the terms and provisions thereof  
In favor of: City of Tualatin  
Purpose: Public Utility  
Recording Date: October 21, 2011  
[Recording No.: 2011-073575](#)  
Affects: 8 foot around cul-de-sac at the East end of S.W. Myslony Street - see drawing attachment
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Washington County, a political subdivision of the State of Oregon  
Purpose: Public drainage, slope and utility  
Recording Date: May 26, 2021  
[Recording No.: 2021-061976](#)  
Affects: A 10.00 foot strip along S.W. Tualatin-Sherwood Road
14. A deed of trust to secure an indebtedness in the amount shown below,
- Amount: \$26,826,088.00  
Dated: July 14, 2021  
Trustor/Grantor: 112th & Myslony JPMJD/USICV, LLC, a Delaware limited liability company  
Trustee: First American Title Insurance Company  
Beneficiary: Crossfirst Bank, a Kansas state-chartered bank  
Recording Date: July 14, 2021  
[Recording No.: 2021-078850](#)

15. A financing statement as follows:

Debtor: 112th & Myslony JPMJD/USICV, LLC  
Secured Party: Crossfirst Bank  
Recording Date: July 14, 2021  
[Recording No: 2021-078851](#)

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

Granted to: City of Tualatin  
Purpose: Public Access Easement  
Recording Date: July 27, 2021  
[Recording No: 2021-082366](#)  
Affects: See document

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

Granted to: City of Tualatin  
Purpose: Storm drainage, water line, sidewalk, public utility and access  
Recording Date: July 27, 2021  
[Recording No: 2021-082367](#)  
Affects: See document

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

Granted to: City of Tualatin  
Purpose: Storm drainage, water line, sidewalk, public utility and access  
Recording Date: July 27, 2021  
[Recording No: 2021-082368](#)  
Affects: See document

19. 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: **112th & Myslony JPMJD/USICV, LLC, a Delaware 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.

20. 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.



- 21. 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.

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

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

**ADDITIONAL REQUIREMENTS/NOTES:**

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

Parties: 112th & Myslony JPMJD/USICV, LLC

- B. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- C. 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.
- D. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Multnomah	\$82.00	\$5.00
Washington	\$81.00	\$5.00
Clackamas	\$93.00	\$5.00
Yamhill	\$81.00	\$5.00

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

- E. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- F. 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.
- G. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

## EXHIBIT ONE

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

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - 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