## Received Planning Division 08/04/2023

## After recording return to:

Jeremy R. Bader Lane Powell PC 601 SW 2<sup>nd</sup> Avenue, Suite 2100 Portland, OR 97204

## All tax statements shall be sent to:

Elmonica Group, LLC 10305 SW Park Way, Suite 204 Portland, OR 97225 Washington County, Oregon

2022-025813

D-DW

Stn=8 J CHOATE

04/15/2022 10:54:28 AM

\$25.00 \$11.00 \$5.00 \$60.00 \$5,100.00 **\$5,201.00** 

I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk

### STEWART 01049-31234

## STATUTORY SPECIAL WARRANTY DEED

Baseline LLC, an Oregon limited liability company, Grantor, conveys and specially warrants to Elmonica Group, LLC, an Oregon limited liability company, Grantee, the real property described on Exhibit A, attached hereto and made a part hereof by this reference, free of encumbrances except as specifically set forth on Exhibit B, attached hereto and made a part hereof by this reference.

Assessor's Parcel No. R37221

The true and actual consideration for this transfer is Five Million One Hundred Thousand and No/100 Dollars (\$5,100,000).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

202021.0035/8943879.2

DATED this 13th day of APRIL, 2022.
GRANTOR:
BASELINE LLC, an Oregon limited liability company
By: Matthe WETZEL
Its: ANTHORIZED PIERSON
STATE OF OREGON ) ) ss. County of ARCKAMAS )
This instrument was acknowledged before me on April 3, 2022 by Mathew Wetzel, as Athorized Person of Baseline LLC, an Oregon limited liability company.
OFFICIAL STAMP JANICE LEE MANN NOTARY PUBLIC - OREGON COMMISSION NO. 1007822 MY COMMISSION EXPIRES JANUARY 28, 2025  NOTARY PUBLIC For Oregon My Commission Expires:  178-7025

# EXHIBIT A TO STATUTORY SPECIAL WARRANTY DEED

## Legal Description

## PARCEL 1:

Beginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, in Section 6, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, which is South 89°57'12" East 144 feet from the Southwest corner thereof; and running thence South 89° 57'12" East, along the South line of the Sparks Donation Land Claim, for a distance of 150 feet; running thence South 00°35' East (at 30 feet an iron rod) for a distance of 280 feet to an iron rod; running thence North 89°57'12" West 150 feet to an iron rod; running thence North 00°35' East 280 feet to the place of beginning.

EXCEPTING THEREFROM that portion described in Judgment in the Circuit Court of the State of Oregon for the County of Washington No. C95-0337CV, filed September 9, 1996, being more particularly described as follows:

A strip of land being the Northerly 49.00 feet of said property, also being all that portion of said property lying Northerly of a line which is parallel with and 49.00 feet Southerly of the centerline of S. W. Baseline Road.

## PARCEL 2:

A tract of land in the Southeast one-quarter of Section 6, Township 1 South, Range I West, Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that tract of land described in Document Number 2000002560, Washington County Deed Records, said point bears South 01°49'00' West, a distance of 49.00 feet and South 88°11'00" East a distance of 143.60 feet and South 02° 15'07" West a distance of 230,95 feet from the Southwest corner of the Lemuel A. Sparks Donation Land Claim Number 59; thence, along the South line of said tract of land and the South line of that tract of land described in Document Number 2009-011356, South 88°19'45" East a distance of 246.88 feet to the Southwest corner of that tract of land described in Document Number 2013-020068, said Deed Records; thence, along the boundary of the last said tract, on the following courses: South 88°17'42" East a distance of 124.65 feet; thence North 02°11'08" East a distance of 114.07 feet; thence South 88°11'00" East a distance of 167.18 feet to a point on the Westerly right-ofway line of S.W. 170th Avenue (25.00 feet from centerline); thence, along said Westerly right-ofway line, on the following courses: South 01°25'45" West a distance of 287.15 feet; thence South 08°20'43" West a distance of 166.09 feet; thence South 01°25'45" West a distance of 142.79 feet to the Northeasterly right-of-way line of the TriMet West-Side Light Rail (variable width); thence, along said Northeasterly right-of-way line, on the following courses: North 53°17'13" West a distance of 457.69 feet; thence North 53°16'21" West a distance of 99.70 feet; thence North 55°00'08" West a distance of 80.31 feet; thence, leaving said Northeasterly right- of-way line, North 02°15'07" East a distance of 117.16 feet to the Point of Beginning.

# EXHIBIT B TO STATUTORY SPECIAL WARRANTY DEED

- 1. The herein described premises are within the boundaries of and subject to the statutory powers, including the power of assessment of Clean Water Services.
- 2. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads, or highways.
- 3. Agreement, including the terms and conditions thereof:

By and Between: property owner And: Unified Sewerage Agency Recorded: December 23, 1975

Book: 1060 Page: 319 Fee No.: 13649

Regarding: non-occupancy

4. Easement, including the terms and conditions thereof,

Granted to: Unified Sewerage Agency of Washington County

Recorded: July 8, 1996 Recording No.: 96060743

Purpose: sewer

Affects: areas as delineated in the document

5. Easement, including the terms and conditions thereof,

Granted to: Tri-County Metropolitan Transportation District of Oregon, an Oregon

municipal corporation Filed: September 9, 1996 Case No.: C95-0337CV Parcel 3

Purpose: utilities Affects: Easterly 10 feet

6. Reciprocal Access Easement, including the terms and conditions thereof,

Between: Baseline LLC, an Oregon limited liability company And: AlbanyHQ, LLC, an Oregon limited liability company

Recorded: February 24, 2015 Recording No.: 2015-012434

Purpose: access

Affects: location show in the document

7. Matters as disclosed by survey dated April 11, 2022

Prepared by: TerraCalc Land Surveying Inc

Job/Survey No.: Elmonica

- A. Edge Asphalt Pavement extends 1.7' SW of line as shown along the Southerly Tri-Met Westside Light Rail boundary
- B. Fence Corner 3.3'W of line Asphalt Edge 0.8' E of Line as shown along the Westerly boundary lin e
- C. 10' Chain link fence West of West boundary line as shown
- D. Asphalt Drive located outside of access easement for shared driveway as shown
- E. Intentionally Deleted.
- F. Existing Fence Corner is 2.1 West and 1' North of Corner; Existing Fence is 2.9' West of Line; Existing Fence is 2.5' N of Line; Existing Fence is 7.4' N of Line as shown
- G. OHW Overhead Utility Line(s) as shown.
- 8. Easement, including the terms and conditions thereof,

202021.0035/8943879.2

Granted to: Unified Sewerage Agency of Washington County Recorded: December 2, 1996
Recording No.: 96107015
Purpose: easement

Affects: areas as delineated in the document

AFTER RECORDING RETURN TO: Elmonica Group, LLC 10305 SW Park Way, Ste 204 Portland, OR 97225

ALL TAX STATEMENTS SENT TO: Elmonica Group, LLC 10305 SW Park Way, Ste 204 Portland, OR 97225

## PERSONAL REPRESENTATIVE'S DEED

For value received, SHELLEY WEST, the duly appointed, qualified and acting personal representative of the estate of ROBERT E JENSEN, deceased, filled in the Circuit Court of Washington County, Oregon, Case No. 18PB05719, does hereby grant unto ELMONICA GROUP, LLC, an Oregon limited liability company, Grantee, and its successors-in-interest and assigns all the right, title and interest of the

said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property in the County of Washington, State of Oregon, described as follows, to-wit:

See attached Exhibit A

TO HAVE AND TO HOLD the same unto the Grantee and its heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$600,000.

IN WITNESS WHEREOF, the personal representative has executed this instrument.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 and 195.305 to 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL. TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: APRIL 11, 2022

Shelley West, Personal Representative of the Estate of

Washington County, Oregon

book of records of said county.

\$10.00 \$11.00 \$5.00 \$60.00 \$600.00

l, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that

Taxation, Ex-Officio County Clerk

Joe Nelson, Director of Assessment and

the within instrument of writing was received and recorded in the

Stn=6 M FERNANDES

D-DPR

2022-025812

\$686.00

04/15/2022 10:54:26 AM

Robert E. Jensen

Public for California

STATE OF CALIFORNIA, County of Los Angeles ) ss.

Personally appeared the above named Shelley West as Personal Representative for the Estate of Robert E. Jensen and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me this 11th day of April

\_\_\_, 2022.

spam)jensen b pr deed.wpd

EILEEN SAKAOGHLI Notary Public - California Los Angeles County Commission # 2273188 My Comm. Expires Jan 23, 2023

;

## **EXHIBIT "A"**

Beginning at a point on the South line of the L. A. Sparks Donation Land Claim No. 53 in Section 6, Township 1 S, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington, and State of Oregon, South 89°57-1/2' East 294 feet from the Southwest Corner of the Sparks Donation Land Claim; Thence South 00°35' West (at 30 feet an iron rod) for a distance of 280 feet to an iron rod; running thence South 89°57-1/2' East 97 feet to an iron rod; running thence North 00°35' East 280 feet to a point on the South line of the Sparks Donation Land Claim, from which an iron rod bears South 00°35' West 30 feet; running thence North 89°57-1/2' West 97 feet to the place of beginning.

## **RECORDING REQUESTED BY:**



1211 SW Fifth Ave., Ste 2130 Portland, OR 97204

## AFTER RECORDING RETURN TO:

Metro, an Oregon municipal corporation Office of the Metro Attorney 600 NE Grand Avenue Portland, OR 97232

## SEND TAX STATEMENTS TO:

Metro, an Oregon municipal corporation Parks & Nature Department 600 NE Grand Avenue Portland, OR 97232 Washington County, Oregon

2018-038929

D-DW

06/06/2018 09:44:50 AM

Stn=8 J CHOATE \$50.00 \$11.00 \$5.00 \$60.00

\$126.00

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## STATUTORY WARRANTY DEED

Geraldine C. Setniker, Trustee, Setniker Family Revocable Trust, dated February 15, 2013, Grantor, conveys and warrants to Metro, an Oregon municipal corporation, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Washington, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00). (See ORS 93.030).

## Subject to:

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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Metro, an Oregon municipal corporation Parks & Nature Department 600 NE Grand Avenue Portland, OR 97232

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## Subject to:

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## STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document	on the date(s) set forth below.
Dated: May 31, 2018	
Setniker Family Révocable Trust, dated February 15, 2013  BY: Las Attorney-in-Fact for Geraldine C. Setniker, Trust  Richard C. Setniker, as Attorney-in-Fact for Geraldine C. Setniker, Trust	
State of Oregon County of Multhomah	
This instrument was acknowledged before me on $May 3l$ Attorney-in-Fact for Geraldine C. Setniker, Trustee of the Setniker Family 2013.	_, 2018, by Richard C. Setniker, as Revocable Trust, dated February 15,
Notary Public - State of Oregon  My Commission Expires: December 25, 2021	OFFICIAL STAMP LEAH ACKLEY NOTARY PUBLIC-OREGON COMMISSION NO. 969642 MY COMMISSION EXPIRES DECEMBER 25, 2021

This conveyance is approved as to form and content and accepted by Metro, an Oregon municipal corporation, as of the date set forth above.

Metro, an Oregon municipal corporation
BY: The South
NAME: Mastha J. Bennett
TITLE: Chief Operating Officer
' /
State of Oregon County of Multnomah
This instrument was acknowledged before me on <u>June 5</u> 2018, by <u>Martha J. Bennett</u> as <u>Chie F Operating officer</u> for Metro, an Oregon
municipal corporation.
OFFICIAL STAMP KAREN MAXFIELD STARIN NOTARY PUBLIC - OREGON COMMISSION NO. 932011 MY COMMISSION EXPIRES SEPTEMBER 4, 2018
Notary Public – State of Oregon

## **EXHIBIT "A"**

**Legal Description** 

## PARCEL I:

A tract of land In Section 6, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of the L. A. Sparks Donation land Claim No. 59, which bears South 89°57'30" East 515.7 feet from the Southwest corner of said Donation Land Claim; said point of beginning being the Northwest corner of that tract described in Deed to Albert Collins, et ux, In Deed Book 404, Page 551, Washington County Deed Records; thence South 0° 35' West along West line of said Collins tract and the Southerly extension thereof 280 feet to a point; thence North 89°57'30" West 124.7 feet to the Southeast corner of that tract described in Assignment of Contract to James O. Alex, et ux, in Book 503, Page 148, Washington County Deed Records; thence North 0°35' East along the East line of said Alex tract 280 feet to a point on the South line of said Donation Land Claim; thence South 89°57'30" East 124.7 feet to the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to the public for road purposes by Deed recorded September 21, 1981 in Fee No. 81-031973.

## PARCEL II:

A tract of land In Section 6, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, which is South 89°57 1/2' East 515.7 feet from the Southwest corner of the Sparks Donation Land Claim and running thence South 0°35' West (at 30.0 feet an iron rod) for a distance of 165 feet to an iron rod; running thence South 89°57 1/2' East 170 feet to an iron rod set on the East line of that certain tract of land conveyed to Sadie E. Collins by Deed recorded on Page 170 of Book 148, Washington County, Oregon, Deed Records; running thence North 0°35' East along the East line of the Collins tract for a distance of 165 feet to the Northeast corner thereof; running thence North 89°57 1/2\* West 170 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to the public for road purposes by Deed recorded September 21, 1981 in Fee No. 81-031973.

## **EXHIBIT "B"**

## **Exceptions**

## Subject to:

Easement for the purposes shown below and rights incidental thereto, as granted in a document:

Granted to: Washington County Purpose: Utility and landscaping Recording Date: April 27, 1995 Recording No.: 95-029062

Affects: The Northerly portions of Parcels I and II

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: Unified Sewerage Agency of Washington County

Purpose: Sewer

Recording Date: November 12, 1996

Recording No.: 96-101293

Affects: The Southwesterly portion of Parcel I

## EXHIBIT "C"

## **DURABLE GENERAL POWER OF ATTORNEY**

- I, GERALDINE C. SETNIKER, individually and as trustee of any trust, do hereby make, constitute and appoint RICHARD C. SETNIKER or TAWNI SETNIKER my agent and attorney in fact (hereinafter called Agent), with power and authority:
- 1. <u>Support</u>. To make expenditures and obtain any and all information for my care, maintenance, support, health and general welfare, and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support;
- 2. <u>Management</u>. To take possession of, sell, purchase, exchange, mortgage, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof;
- 3. <u>Collections</u>. To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts, acquittance or other sufficient discharges for any of the same;
- 4. <u>Checks and Notes</u>. To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or non-negotiable instruments, including any payments to me drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity, and to accept drafts;
- 5. <u>Investments</u>. To retain any property in the hands of the Agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, including both real or personal property, as my Agent may deem prudent, including obtaining any pension, 401(k), IRA or any other financial investment;
  - 6. <u>Debts</u>. To pay my debts and other obligations;
- 7. <u>Litigation</u>. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability;
- 1 DURABLE GENERAL POWER OF ATTORNEY

8. <u>Acquisition</u>. To bargain for, buy and deal in property and goods of every description;

## 9. Gifts/Disposition.

A. To make non-charitable gifts and consent to split gifts on my behalf, whether outright or in trust, to my relatives in accordance with any pattern of making gifts to such persons which may have been established or which I planned to establish, in such amounts as my agent shall determine appropriate so long as such gifts would be in my best interests and in the best interests of those interested in my estate; such determination to be made in my agent's sole discretion.

## B. To make charitable donations;

- C. To sell, convey, grant, exchange, transfer, option; convert, mortgage, pledge, consign, lease and otherwise dispose of any of my property, both real and personal, and to execute any and all agreements, closing statements, loan, escrow or security documents;
- 10. <u>Borrowing</u>. To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;
- 11. Agreements. To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;
- 12. <u>Voting</u>. To appear and vote for me in person or by proxy at any corporate or other meeting;
- 13. <u>Safety Deposit Box</u>. To have access to any safety deposit box which has been rented in my name or in the name of myself and any other person or persons;
- 14. Withdrawal of Funds. To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;
  - 15. Tax Returns. To sign and file on my behalf all city, county, state,

## 2 DURABLE GENERAL POWER OF ATTORNEY

federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United States Treasury Department or the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;

- 16. Government Benefits. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse, from Social Security, Medicare and military service;
  - 17. Securities. To invest in U.S. Treasury bonds or other securities;
- 18. Additions to Trust. To add any or all of my assets to a trust created by me alone, by my Agent named above, or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime;
- 19. <u>Business Interests</u>. To continue as a going concern any business interest owned by me, either individually or as a co-partner;
- 20. <u>Substitution and Delegation</u>. To appoint and substitute for my said Agent any Agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure.
- 21. <u>Health Authority.</u> To speak with any and all medical persons regarding me and obtain copies of any and all medical reports.
- 22. General Authority. I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wheresoever situate, and whether now owned or hereafter acquired, as my Agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts and omissions, and I empower my Agent to indemnify all such persons against loss, expense and liability. This general authority also permits my Agent to buy and sell real estate and to sign any and all documents necessary to accomplish the transaction, such as loan and closing documents.
  - 23. Third Party Reliance. Third persons may conclusively rely upon
- 3 DURABLE GENERAL POWER OF ATTORNEY

the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified as such by my Agent.

- 24. <u>Durability</u>. These powers of attorney shall be exercisable by my Agent on my behalf even if I may become disabled or incompetent.
- 25. Governing Law. All questions pertaining to validity, interpretation and administration of this power shall be determined in accordance with the laws of Oregon.
- 26. <u>Disclaimer</u>. Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

on $3-4-$ , $20/3$ .	F, I have hereunto set my hand and seal
· • • • • • • • • • • • • • • • • • • •	Geraldine C. Setniker
STATE OF OREGON ) ss.	<u> </u>
County of Washington )	
Personally appeared acknowledged the foregoing instrume	GERALDINE C. SETNIKER and ent to be her voluntary act and deed.
OFFICIAL SEAL MARY J WESTFALL NOTARY PUBLIC-OREGON COMMISSION NO. 441980 NY COMMISSION EXPIRES OCTOBER 16, 2013	Notary Pyblic for Oregon

4



# Certification of Charges Paid (2015 Oregon Laws Chapter 96)

		Certification #	
		2018-017	
All charges against the real property have been p	paid for the property that is the subject of the	deed between:	
Grantor Setniker Family Revocable Trust			
Grantee			
Metro			
Signed on (date)	and for consideration of		
5/31/18	\$ 800,000		
Assessor's signature		Date	$\overline{}$
Diòa angy		6-6-18	
· n			

150-310-411 (Rev. 10-15)

Requester: State of Oregon, Department of Human Services Recipient: Robert E. Jensen After recording,

\$5.00 \$5.00 \$5.00 \$11.00 \$60.00 - Total =\$86.00 Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County and Ex-Onicio County Cierk for Washington County
Oregon, do hereby certify that the within instrume
writing was received and recorded in the book of

Cnt=2 Stn=10 A DUYCK

Washington County, Oregon

04/11/2022 01:49:43 PM

records of said county

D-DRNT

Joe Nelson, Director of Assessment and Taxation. Ex-Officio County Clerk

2022-024710

Estate Administration Unit return to: Joseph R. Kenyon Attn: Oregon Department

of Human Services P.O. Box 14021 Salem, OR 97309-5024

Recipient's Name:

Recipient's DHS Identifier / EAU #:

## TERMINATION OF REQUEST FOR NOTICE OF TRANSFER OR ENCUMBRANCE

This termination pertains to the following described Request for Notice of Transfer or Encumbrance, recorded pursuant to Oregon Revised Statutes 93.268, 205.246 and 411.694:

Robert E. Jensen

CQ86108A / 123525

Request Recording Date: 11/29/2017 Request Recording Reference: 2017-093660 County of Recording: Washington The Oregon Department of Human Services has determined that notice of transfer or encumbrance of the real property described in the above referenced Request for Notice no longer is required. Pursuant to such determination, the Department hereby releases and terminates its above referenced Request for Notice and discharges all requirements for notice of transfer or encumbrance by reason of the above referenced Request for Notice. 6th , 20 22 Executed this Day of April SERVICES (ESTATE ADMINISTRATION UNIT) OREGON DE By: Name: racheffe Ogb Administrative Spec<del>ia</del>l Title: STATE OF OREGON, County of Marion The foregoing was acknowledge before me this day of April Administrative Specialist by [name:] Rachelle Ogo as [title] of the Estate Administration Unit of the Oregon Department of Human Services on its behalf.

2-8-2024 Notary Public for Oregon My commission expires:

#4M8-##-450V6-----

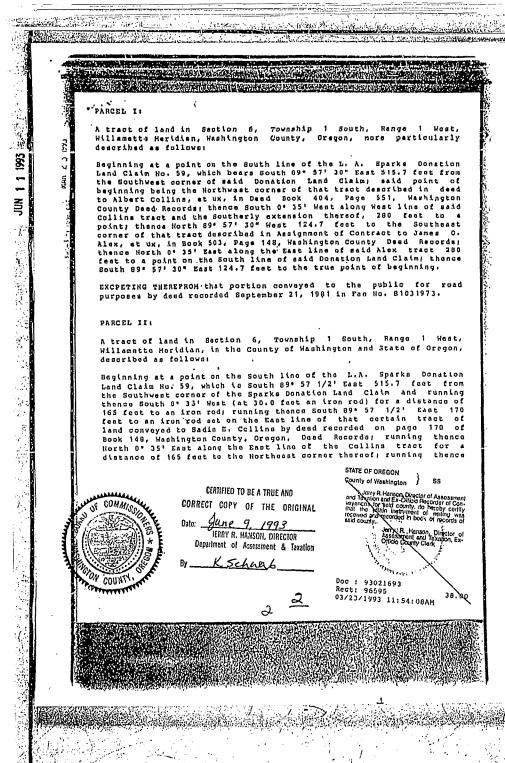
- A The Court of t

930536

TRANSAMERICA TITLE INSURANCE

Witness my hand and seal of County alliesd.

1.2



Sandia ...

of naturangeon ...., State of Uregon, described as follows, forwitt

PARCEL II

E

First Annuran File Insulated Company 84 G 370

- 1.46°

3.3

American Title A

EXHIBIT "B"

A tract of land in Section 6, Township 1 South, Rungs 1 West, Willametta Meriddan, Washington County, Oragon, more particularly described as follows:

Baginning at a point on the South line of the L. A. Sparks Donation Land Claim No. 59, which bears South 89° 57' 30" East 515.7 feet from the Southwest corner of said Donation Land Claim; said point of beginning being the Northwest corner of that tract described in deed to Albert Collins, et ux, in Deed Book 404, Page 551, Washington County Deed Records; thence South 0° 35' West along West line of said Collins tract and the Southerly extension thereof, 280 feet to a point, thence North 89° 57' 30" West 124.7 feet to the Southeast corner of that tract described in Assignment of Contract to James O. Alex, et ux, in Book 503, Page 148, Washington County Deed Records; thence North 0° 35' East along the East line of said Alex tract 280 feet to a point on the South line of said Donation Land Claim; thence Bouth 69° 57' 30" East 124.7 feet to the true point of beginning.

EXCRETING THEREFROM that portion conveyed to the public for road purposes by deed recorded September 21, 1981 in Fee No. 81031973.

PARCEL III

The state of the s

A tract of land in Section 6, Township 1 South, Range 1 West, Willamette Meridian, in the County of Washington and State of Oregon, described as follows:

Baginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, which is South 89° 57 1/2' East 515.7 feet from the Southwest corner of the Sparks Donation Land Claim and running thence South 0° 35' West (at 30.0 feet an iron rod) for a distance of 165 feet to an iron rod; running thence South 89° 57 1/2' East 170 feet to an iron rod set on the East line of that cortain tract of land conveyed to Sadie E. Collins by deed recorded on page 170 of Book 148, Washington County, Oregon, Deed Records; running thence North 0° 35' East along the East line of the Collins tract for a distance of 165 feet to the Northeast corner thereof; running thence North 89° 57 1/2' West 170 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to the public for road purposes by deed recorded September 21, 1981 in Fee No. 81031973.

STATE OF OREGON County of Washington } ss

i, Jerry R. Harson, Director of Assessment and Taxatlon and Ex-Officio Recorder of Conveyances for said county, do hereby cartify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

3

Doc: 93045730 Rect: 101681

18.00

06/11/1993 09:35:51AM

## After recording, return to:

C. Thomas Davis 12220 SW First Street Beaverton OR 97005

> Until a change is requested, all tax statements shall be sent to the following address:

As is on record

# Washington County, Oregon 03/05/2013 11:37:42 AM D-DBS Cnt=1 Stn=11 C WHITE \$30.00 \$5.00 \$11.00 \$15.00 - Total = \$61.00 01808410201300200680060061 I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clark for Washington County, Oregon, do hereby certify that the within Instrument of writing was received and regorded in the book of records of said county. Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clark

## STATUTORY BARGAIN AND SALE DEED

GERALDINE C. SETNIKER, Grantor, conveys to GERALDINE C. SETNIKER, TRUSTEE, SETNIKER FAMILY REVOCABLE TRUST, dated February 15, 2013, Grantee, all of Grantor's right, title and interest in the following real properties situated in Washington County, Oregon, to-wit:

The true consideration for this conveyance is NONE: probate avoidance.

## PARCEL 1:

The North 85 feet of the following described tract:

Beginning at the Southwest corner of Lot 110, JOHNSON ESTATE ADDITION TO BEAVERTON REEDVILLE ACREAGE, Washington County, Oregon; thence North along the west line of Lot 110, 165 feet; thence East parallel with the South line of Lot 110, 264 feet; thence South 165 feet; thence West 264 feet to the place of beginning. Subject to an easement over the North five feet as shown by instrument recorded April 10, 1953, in Book 343, page 434, Deed Records; also subject to the rights of the public in and to any portion thereof lying within the boundaries of roads and highways.

Commonly known as: 3010 SW 174<sup>th</sup> Avenue, Aloha, Oregon 97006

## PARCEL 2:

Legally described in the attached Exhibit A.

STATUTORY BARGAIN AND SALE DEED [kb.w.setniker.geraldine.deed.WC]

Commonly known as: 2990 SW 174th Avenue, Aloha, Oregon 97006

## PARCEL 3:

Legally described in the attached Exhibit B.

Commonly known as: 2960 SW 174<sup>th</sup> Avenue, Aloha, Oregon 97006

## PARCEL 4:

Legally described in the attached Exhibit B.

Commonly known as: 3030 SW 174<sup>th</sup> Avenue, Aloha, Oregon 97006

## PARCEL 5:

Commencing at a point 2.857 chains West from the Southeast corner of Block "K" in FAIRVIEW ADDITION TO THE TOWN (now CITY) of Hillsboro; Thence North parallel with the East line of said Block "K", 7 chains; Thence West on the North line of Block "K", 2.857 chains; Thence South parallel with said East line, 7 chains; Thence East 2.857 chains to the point of beginning,

Excepting therefrom that portion thereof described as follows:

Commencing at a point 198 feet North 00°43' East from a point that is 188.6 feet North 89°17' West from the Southeast corner of Block "K" FAIRVIEW ADDITION TO THE CITY OF HILLSBORO, thence North 00°43' East 264 feet; Thence North 89°17' West 188.6 feet; Thence South 00°43' West 242 feet; Thence South 82°38' East 189.8 feet to the point of beginning.

Commonly known as: 1795 SE Oak Street, Hillsboro, Oregon 97123

## PARCEL 6:

Legally described in the attached Exhibit C.

Commonly known as: 17030 SW Baseline Road, Beaverton, Oregon

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8 OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: 3-4-, 20/3.

STATE OF OREGON
) ss.

County of Washington

This instrument was acknowledged before me on 3-4, 2013, by GERALDINE C. SETNIKER and declared the same to be her voluntary act and deed.

OFFICIAL SEAL
MARY J WESTFALL
NOTARY PUBLIC-OREGON
MY COMMISSION NO. 441980
COMMISSION NO. 441980
COMMISSION EXPIRES OUTOBER 16, 2013
MY commission expires 10/16/13

STATUTORY BARGAIN AND SALE DEED [kb.w.setniker.geraldine.deed.WC]

## EXHIBIT "A"

The West 66 feet of Lot 111, JOHNSON ESTATE ADDITION TO BEAVERTON-REEDVILLE ACREAGE, EXCEPT any part thereof lying within the plat of SANTA ROSA, in Washington County, Oregon.

TOGETHER WITH an easement appurtenant to the herein described property in Agreement between Creston T. Black, et ux, and John M. Shirley, et ux, and Gustave Jannsen, a single man, recorded April 10, 1953, in Book 343, page 434, Deed Records, as follows:

BEGINNING at a point on the West line of Lot 110, JOHNSON ESTATE ADDITION TO BEAVERTON REEDVILLE ACREAGE, a plat of record in Section 7, Township 1 South, Range 1 West, Willsmette Meridian, Washington County, Oregon, North 1°05' West, 160.0 feet from the Southwest corner thereof and running thence parallel to the South line of said Lot 110, East 417.1 feet to an iron rod on the East line of said Lot 110; thence along said East line, North 1°24' West 17.0 feet to an iron rod; thence parallel to the South line of said Lot 110, West 417.0 feet to the West line of said Lot 110; thence South 1°05' East 17.0 feet to the Dest line of said Lot 110; thence

## EXHIBIT "B"

Parcel 1: Commencing at the Northeast corner of Lot 110, JOHNSON ESTATE ADDITION TO BEAVERTON-REEDVILLE ACREAGE in Washington County, Oregon; thence running West along the North line thereof 90 feet; thence running Southerly and parallel with the East line of said lot to a point on the North line of that tract conveyed to Gustav Jannsen by deed recorded in deed book 269, page 53; thence running Easterly on the North line of said Jannsen tract 90 feet to the Northeast corner thereof and on the East line of said lot 110; thence running North on the East line of said lot 165 feet, more or less, to the place of beginning.

Parcel 2: Beginning at a point 90 feet West from the Northeast corner of Lot 110. JOHNSON ESTATE ADDITION TO BEAVERTON-REEDVILLE ACREAGE, in Washington County, Oregon; running thence West 126.2 feet to the Northeast corner of that tract sold under contract to Robert E. Ulshoeffer, et ux, by deed book 346, page 349; running thence South on the East line of said Ulshoeffer tract 162.4 feet, more or less, to the Southeast corner thereof and on the North line of that tract conveyed to John Melvin Shirley et ux by deed recorded in deed book 259, page 7; running thence East on the North line of said Shirley tract 64 feet, more or less, to the Northeast corner thereof; running thence East on the Northeast corner thereof; running thence East on the North line of that tract conveyed to Gustav Jannsen by deed recorded in deed book 269 page 53 a distance of 63.1 feet, more or less, to the Southwest corner of that tract conveyed to Creston T. Black by deed recorded in deed book 380, page 119; running thence North on the West line of said Black tract to the Northwest corner thereof, to the place of beginning. TOGETHER WITH an easement appurtenant to the herein described property in Agreement between Creston T. Black, et ux and John M. Shirley et ux, and Gustav

Jannsen, a single man, recorded April 10, 1953, in Book 343, page 434, Deed Records, as follows: "BEGINNING at a point on the West line of Lot 110, JOHNSON ESTATE ADDITION TO BEAVERTON REEDVILLE ACREAGE, a plat of record in Section 7, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, North 1 degree 05' West, 160.0 feet from the Southwest corner thereof, and running thence parallel to the South line of said Lot 110, East 417.1 feet to an iron rod on the East line of said Lot 110, thence along said East line, North 1 degree 24' West 17.0 feet to an iron rod; thence parallel to the South line of said Lot 110, West 417.0 feet to the West line of said Lot 110; thence South 1 degree 05' East 17.0 feet to the place of beginning.

The true and actual consideration for this conveyance is a fulfillment of a land sale contract dated September 15, 1977, and recorded as Book No. 1199, page 784 on September 14, 1977, the original sales price being \$37,500.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

PARCEL II

A tract of land in Section 5, rownship 1 South, Range 1 West, Willamette Heridian, Hashington County, Oregon, more particularly described as follows:

Beginning at a point on the Bouth line of the L. A. Sparks Constion Land Claim No. 59, which bears Bouth 89° 57' 10° East 815.7 feat from the Bouthwest corner of said Donation Land Claim; said point of beginning being the Northwest corner of that tract described in deed to Albert Collins, et ux, in Deed Book 404, Page 551, Washington County Deed Records; thence South 0° 35' Hest along West line of Baid Collins tract and the Southerly extension thereof, 280 feet to a point; thence North 89° 57' 30° West 124.7 feat to the Southeast corner of that tract described in Assignment of Contract to James O. Alex, et ux, in Book 503, Page 148, Washington County Deed Records; thence Horth 0° 35' East along the East line of Said Alex tract 280 feet to a point on the South line of said Donation Land Claim; thence Bouth 89° 57' 30° East 124.7 feet to the true point of beginning.

EXCPETING THEREFROM that portion conveyed to the public for road purposes by dead recorded September 21, 1981 in Fac No. 81031973.

PARCEL III

A tract of land in Section 6, Township 1 South, Range 1 West, Willemstte Heridian, in the County of Washington and State of Oregon, described as follows:

Baginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, which to South 89\* 57 1/2' East 515.7 feet from the Southwest corner of the Sparks Donation Land Claim and running thence South 0\* 13' Wast (at 10.0 feet an iron rod) for a distance of 165 feet to an iron rod; running thence South 89\* 57 1/2' East 170 feet to an iron rod; running thence South 89\* 57 1/2' East 170 feet to an iron rod set on the East line of that certain tract of land conveyed to Sadin E. Cellins by deed recorded on page 170 of land conveyed to Sadin E. Cellins by deed recorded on page 170 of land tal, Washington County, Oragon, Daed Records; running thence North 0\* 35' East Along the East line of the Collins tract for a distance of 165 feet to the Northeast corner thereof; running thence

PARCEL II

A tract of land in Section 6, Township 1 South, Range 1 West, Willametta Meridian, Washington County, Oregon, more particularly described as follows:

Heginning at a point on the South line of the L. A. Sparks Donation Land Claim No. 59, which bears South 89° 57' 30° East 515.7 feet from the Southwest corner of said Donation Land Claim; said point of the Southwest corner of that tract described in deed to Albert Collins, et ux, in Deed Book 404, Page 551, Washington County Deed Records; thence South 0° 35' Wast along West line of said Collins tract and the Southerly extension thereof, 280 feet to a point; thence North 89° 57' 30° West 124.7 feet to the Southeast corner of that tract described in Assignment of Contract to James O. Alex, et ux, in Book 503, Page 148, Washington County Deed Records; Alex, et ux, in Book 503, Page 148, Washington County Deed Records; thence North 0° 35' East along the East line of said Alex tract 280 feet to a point on the South line of gaid Donation Land Claim; thence feet to a point on the South line of gaid Donation Land Claim; thence South 69° 57' 30° Bast 124.7 feet to the true point of beginning.

EXCPETING THEREFROM that portion conveyed to the public for road purposes by deed recorded September 21, 1981 in Fee No. 81031973.

PARCEL III

A tract of land in Section 6, Township 1 South, Range 1 West, Willamette Meridian, in the County of Washington and State of Oregon, described as follows:

Beginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, which is South 89° 57 1/2° East 515.7 feet from the Southwest corner of the Sparks Donation Land Claim and running the Southwest corner of the Sparks Donation Land Claim and running thence South 0° 35' West (at 30.0 feet an iron rod) for a distance of the South 0° 35' Last 170 feet to an iron rod; running thence South 89° 57 1/2' East 170 feet to an iron rod; running thence South 60° 57 1/2' South 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins by deed recorded on page 170 of land conveyed to Sadie E. Collins

EXCEPTING THEREFROM that portion conveyed to the public for road purposes by deed recorded September 21, 1981 in Fee No. 81031973.



700 NE Multnomah Street, Suite 190 Portland, OR 97232 Phone (503) 230-8488 Fax (503) 296-5869

WFG National Title Insurance Company Attn: Trevor Cheyne 700 NE Multnomah Street, Suite 190 Portland, OR 97232

Date Prepared: July 1, 2022

# FIRST SUPPLEMENTAL PRELIMINARY TITLE REPORT

Order Number: **21-326230**Escrow Officer: Trevor Cheyne
Phone: (503) 444-7047
Fax: (503) 296-5869

Email: tcheyne@wfgtitle.com

Seller(s): METRO, an Oregon municipal corporation Buyer(s): REACH Community Development, Inc.

Property: 17030 SW Baseline Road, Beaverton, OR 97006

# THE PRIOR REPORT IS REVISED FOR THE FOLLOWING: Updated Effective Date

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This Report (and any Amendments) is preliminary to and issued solely for the purpose of facilitating the issuance of a policy of title insurance at the time the real estate transaction in question is closed and no liability is assumed in the Report. The Report shall become null and void unless a policy is issued and the full premium paid.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

## **SCHEDULE A**

1. The effective date of this preliminary title report is 8:00 A.M. on 27th day of June, 2022

2. The policies and endorsements to be insured and the related charges are:

Policy/Endorsement Description Liability Charge

ALTA 2006 Owners Policy TBD \$0.00

Short Term Rate \$0.00

Proposed Insured: REACH Community Development, Inc., an Oregon nonprofit public benefit corporation

Government Service Fee: \$30.00

This is a preliminary billing only, a consolidated statement of charges, credits and advances, if any, in connection with this order will be provided at closing.

3. Title to the land described herein is vested in:

METRO, an Oregon municipal corporation

4. The estate or interest in land is:

**Fee Simple** 

5. The land referred to in this report is described as follows:

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

# EXHIBIT "A" LEGAL DESCRIPTION

## PARCEL I:

A tract of land in Section 6, Township 1 South, Range 1 West, Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point on the south line of the L. A. Sparks Donation land Claim No. 59, which bears South 89°57'30" East 515.7 feet from the southwest corner of said Donation Land Claim; said point of beginning being the northwest corner of that tract described in Deed to Albert Collins, et ux, in Deed Book 404, Page 551, Washington County Deed Records; thence South 0°35' West along west line of said Collins tract and the southerly extension thereof 280 feet to a point; thence North 89°57'30" West 124.7 feet to the southeast corner of that tract described in Assignment of Contract to James 0. Alex, et ux, in Book 503, Page 148, Washington County Deed Records; thence North 0°35' East along the east line of said Alex tract 280 feet to a point on the south line of said Donation Land Claim; thence South 89°57'30" East 124.7 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to Washington County for the use of the public as a public way by Dedication Deed recorded September 21, 1981 in Recorders' No. 81031973.

## PARCEL II:

A tract of land in Section 6, Township 1 South, Range 1 West, Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of the L. A. Sparks Donation Land Claim No. 59, which is South 89°57-1/2' East 515.7 feet from the southwest corner of the Sparks Donation Land Claim and running thence South 0°35' West (at 30.0 feet an iron rod) for a distance of 165 feet to an iron rod; running thence South 89°57-1/2' East 170 feet to an iron rod set on the east line of that certain tract of land conveyed to Sadie E. Collins by Deed recorded on Page 170 of Book 148, Washington County, Oregon, Deed Records; running thence North 0°35' East along the east line of the Collins tract for a distance of 165 feet to the northeast corner thereof; running thence North 89°57-1/2' West 170 feet to the place of beginning.

EXCEPTING THEREFROM that portion dedicated to Washington County for the use of the public as a public way by Dedication Deed recorded September 21, 1981 in Recorders' No. 81031973.

## **SCHEDULE B**

## **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.

## SPECIAL EXCEPTIONS

6. Easement, including the terms and provisions thereof:

For : Utility and landscaping
Granted to : Washington County
Recorded : April 27, 1995
Recording No. : 95029062.1

Affects : Portion of the premises as shown on Public Survey 33419

7. Easement, including the terms and provisions thereof:

For : Sewer

Granted to : Unified Sewerage Agency of Washington County

(now known as Clean Water Services)

Recorded : November 12, 1996

Recording No. : 96101293

Affects : Portion of the premises as shown on Public Survey 33419

8. Taxes, including the current fiscal year, not assessed due to ownership by a governmental entity. If the exempt status is terminated, an additional tax may be levied.

Property ID No. : <u>R37258</u> Levy Code : <u>051.58</u>

Map Tax Lot No. : 1S106DB-00100

- 9. City liens, if any, of the City of Beaverton. We find none as of July 1, 2022.
- 10. We will require that a copy of the appropriate document authorizing Metro to sell property described in this report be provided to the Company prior to closing.

## **END OF EXCEPTIONS**

NOTE: Please be advised that we have searched the records and do not find any open Deeds of Trust or Mortgages. If you should have knowledge of an outstanding obligation, please contact the Title Department for further review.

NOTE: We find no judgments or tax liens against REACH Community Development, Inc...

NOTE: The Oregon Corporation Commission disclosed that <u>REACH Community Development, Inc.</u>, is an active Oregon nonprofit public benefit corporation:

Filed : June 17, 1982
President : Rebbecca Maese
Secretary : Marc Tedesco
Registered Agent : Daniel Valliere

NOTE: LINKS FOR ADDITIONAL SUPPORTING DOCUMENTS:

Vesting Deed
Assessor's Map

Legal Description Reference 404-551
Legal Description Reference 404-551
Legal Description Reference 503 148

<u>Legal Description Reference 503-148</u> <u>Legal Description Reference 81031973</u>

Public Survey 33419

**Aerial Photo** 

Aerial Photo - zoom out

Map - City of Beaverton utilities

Map - Clean Water Services

Map - NW Natural Gas

Map - City of Beaverton zoning

Photos - GoogleEarth.rTM

NOTE: In no event shall WFG National Title Insurance Company have any liability for the tax assessor's imposition of any additional assessments for omitted taxes unless such taxes have been added to the tax roll and constitute liens on the property as of the date of closing. Otherwise, such omitted taxes shall be the sole, joint and several responsibility of seller(s) and buyer(s), as they may determine between themselves.

NOTE: The following is incorporated herein for information purposes only and is not part of the exception from coverage (Schedule B-II of the prelim and Schedule B of the policy): The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this preliminary title report: None of Record

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.

NOTE: The following applicable recording fees will be charged by the county:

Washington County-First Page \$81.00
Each Additional Page \$5.00
Non-standard Document Fee \$20.00
E-recording Fee \$3.00

Washington County Ordinance No. 193, recorded May 13, 1977 in Washington County, Oregon imposes a tax of \$1.00 per \$1,000.00 or fraction thereof on the transfer of real property located within Washington County.

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.

Taxes become certified and payable (approximately on this date)

First one third payment of taxes are due

Second one third payment of taxes are due

Final payment of taxes are due

July 1st

October 15th

November 15th

February 15th

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 15<sup>th</sup> 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.

NOTE: 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 THESE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, CONTACT THE ESCROW AGENT.

## **End of Report**

## **Your Escrow Officer**

Trevor Cheyne
WFG National Title Insurance Company
700 NE Multnomah Street, Suite 190
Portland, OR 97232

Phone: (503) 444-7047 Fax: (503) 296-5869

Email: TeamTrevor@wfgnationaltitle.com

## **Your Title Officer**

Rosa Stombaugh
WFG National Title Insurance Company
12909 SW 68th Pkwy., Suite 350
Portland, OR 97223

Phone: (503) 431-8526 Fax: (503) 684-2978

Email: rstombaugh@wfqtitle.com



WFG National Title Insurance Company is prepared to issue, as of the date specified in the attached Preliminary Title Report (the Report), a policy or policies of title insurance as listed in the Report and describing the land and the estate or interest set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as a General or Specific Exception or not excluded from coverage pursuant to the printed Exclusions and Conditions of the policy form(s).

The printed General Exceptions and Exclusions from the coverage of the policy or policies are listed in Exhibit One to the Report. In addition, the forms of the policy or policies to be issued may contain certain contract clauses, including an arbitration clause, which could affect the party's rights. Copies of the policy forms should be read. They are available from the office which issued the Report.

The Report (and any amendments) is preliminary to and issued solely for the purpose of facilitating the issuance of a policy of title insurance at the time the real estate transaction in question is closed and no liability is assumed in the Report.

The policy(s) of title insurance to be issued will be policy(s) of WFG National Title Insurance Company.

Please read the Specific Exceptions shown in the Report and the General Exceptions and Exclusions listed in Exhibit One carefully. The list of Specific and General Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy to be issued and should be read and carefully considered.

It is important to note that the Report is not an abstract of title, a written representation as to the complete condition of the title of the property in question, and may not list all liens, defects and encumbrances affecting title to the land.

The Report is for the exclusive use of the parties to this transaction, and the Company does not have any liability to any third parties or any liability under the terms of the policy(s) to be issued until the full premium is paid. Until all necessary documents are recorded in the public record, the Company reserves the right to amend the Report.

Countersigned

## Exhibit One 2006 American Land Title Association Loan Policy 6-17-06 EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- . Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. 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.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

THE ABOVE POLICY FORM MAY BE ISSUED TO AFFORD EITHER Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

## SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

- 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.

# 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY 6-17-06 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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - $\hbox{(i)} \qquad \hbox{the occupancy, use, or enjoyment of the Land;}\\$
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- B. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. 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.

## SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

- 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.

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.



# Plain English Privacy Statement for Appraisal, Title & Escrow Customers

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

# What Information is Shared?

# WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information <u>does get shared</u> with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

#### For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and
  the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and
  others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most
  efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your
  closing (for example a search or disbursement) may be handled by another division or company within the
  WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder
  of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those
  instruments, and they will receive copies of your deeds, mortgages and other recordable documents to
  process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

# How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome<sup>®</sup>, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you
  or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

# **How Do We Store and Protect Your Personal Information?**

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

# How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

# **Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- · Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

# **Links to Third Party Sites**

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

# **Do Not Track**

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

# **Social Media Integration**

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

# How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

# The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a>
Privacy Notice for Oregon Residents - <a href="https://national.wfgnationaltitle.com/privacy-notice-oregon">https://national.wfgnationaltitle.com/privacy-notice-oregon</a>

#### **How to Contact Us**

If you have any questions about WFG's privacy policy or how we protect your information, please contact WFG:

• By email: Consumerprivacy@willistonfinancial.com

• By telephone: 833-451-5718

• By fax: 503-974-9596

• By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

# **WFG FAMILY**

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

Rev. 12/2019

sharing?

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO		
	WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives		
	consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we		
	collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:		
	<ul> <li>Social Security number and other government identification information</li> </ul>		
	Your name, address, phone, and email		
	<ul> <li>Information about the property, any liens and restrictions</li> </ul>		
	<ul> <li>Financial Information including credit history and other debt</li> </ul>		
	<ul> <li>Financial account information, including wire transfer instructions.</li> </ul>		
How? All financial companies need to share customers' personal information to run their ever			
	business. In the section below, we list the reasons financial companies can share their customers'		
	personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.		
Reasons we can sha	re your personal information Does Williston Financial Group share? Can you limit this		

For our everyday business purposes—		Yes	No	
such as to process your transactions, maintain your				
account(s), respond to court orders and legal				
investigations, or report to credit bureaus				
For our marketing purposes—		Yes	No	
to offer our products a	and services to you			
For joint marketing with other financial companies		No	We don't share	
For our affiliates' everyday business purposes—		Yes	No	
information about your transactions and experiences				
For our affiliates' everyday business purposes—		No	We don't share	
information about your creditworthiness				
For our affiliates to market to you		No	We don't share	
For nonaffiliates to market to you		No	We don't share	
To limit	• Call 833-451-5718—our	menu will prompt you through your choice(s)		
our sharing		y/WFGsConsumerPrivacyInformationRequest	Page or e-mailing us	
	at consumerprivacy@wil	•		
	Mail the form below			
	Please note:			
	If you are a new customer, we can begin sharing your information from the date we sent this notice			
	When you are no longer our custo	omer, we continue to share your information a	s described in this	
	notice.			

#### Mail-In Form If you have a joint Mark any/all you want to limit: policy, your choices Do not share information about my creditworthiness with your affiliates for their everyday will apply to business purposes. everyone on your Do not allow your affiliates to use my personal information to market to me. account. Do not share my personal information with nonaffiliates to market their products and services to me. Name Mail to: Williston Financial **Address** Group PRIVACY DEPT City, State, Zip 12909 SW 68th Pkwy, File Number #350 Portland, OR 97223

However, you can contact us at any time to limit our sharing. Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com

Questions?

# Page 2

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	We collect your personal information, for example, when you  Apply for insurance  Engage us to provide appraisal, title and escrow services  Give us your contact information  Provide your mortgage information  Show your driver's license  We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others
Why can't I limit all sharing?	Federal law gives you the right to limit only
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates include companies with a common corporate identity, including those listed below.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Nonaffilliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  Williston Financial Group does not jointly market.

# Other important information

As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:

Privacy Notice for California Residents - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a>

Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon



# PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Chicago Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

maggie mescal

1211 SW Fifth Ave., Ste 2130, Portland, OR 97204 (503)973-7400 FAX (503)248-0324

# PRELIMINARY REPORT

**ESCROW OFFICER:** Kelly Norton

ORDER NO.: 472517007587

Kelly.Norton@ctt.com

503-973-7402

TITLE OFFICER: **Emmett Brennan** 

emmett.brennan@titlegroup.fntg.com

(503)469-4148

TO: Chicago Title Company of Oregon

1211 SW Fifth Ave., Ste 2130

Portland, OR 97204

ESCROW LICENSE NO.: 201004072

**OWNER/SELLER:** Setniker Family Revocable Trust

BUYER/BORROWER: Metro, an Oregon municipal corporation

PROPERTY ADDRESS: 17030 S.W. Baseline Road, Beaverton, OR 97003

EFFECTIVE DATE: December 21, 2017, 08:00 AM

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

	<u>AMOUNT</u>	<u>P</u>	<u>REMIUM</u>	
ALTA Standard Owner's Policy 2006	\$ TBD	\$	TBD	
Owner's Standard				
Government Lien Search		\$	25.00	

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:

Geraldine C. Setniker, Trustee, Setniker Family Revocable Trust, dated February 15, 2013

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

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

# **EXHIBIT "A"** Legal Description

#### PARCEL I:

A tract of land In Section 6, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of the L. A. Sparks Donation land Claim No. 59, which bears South 89°57'30" East 515.7 feet from the Southwest corner of said Donation Land Claim; said point of beginning being the Northwest corner of that tract described in Deed to Albert Collins, et ux, In Deed Book 404, Page 551, Washington County Deed Records; thence South 0° 35' West along West line of said Collins tract and the Southerly extension thereof 280 feet to a point; thence North 89°57'30" West 124.7 feet to the Southeast corner of that tract described in Assignment of Contract to James O. Alex, et ux, in Book 503, Page 148, Washington County Deed Records; thence North 0°35' East along the East line of said Alex tract 280 feet to a point on the South line of said Donation Land Claim; thence South 89°57'30" East 124.7 feet to the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to the public for road purposes by Deed recorded September 21, 1981 in Fee No. 81-031973.

#### PARCEL II:

A tract of land In Section 6, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of the L.A. Sparks Donation Land Claim No. 59, which is South 89°57 1/2' East 515.7 feet from the Southwest corner of the Sparks Donation Land Claim and running thence South 0°35' West (at 30.0 feet an iron rod) for a distance of 165 feet to an iron rod; running thence South 89°57 1/2' East 170 feet to an iron rod set on the East line of that certain tract of land conveved to Sadie E. Collins by Deed recorded on Page 170 of Book 148, Washington County, Oregon, Deed Records; running thence North 0°35' East along the East line of the Collins tract for a distance of 165 feet to the Northeast corner thereof; running thence North 89°57 1/2\* West 170 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to the public for road purposes by Deed recorded September 21, 1981 in Fee No. 81-031973.

# 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:**

- 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. City Liens, if any, in favor of the City of Beaverton. None found as of December 29, 2017.
- 7. Easement for the purposes shown below and rights incidental thereto, as granted in a document:

Granted to: Washington County Purpose: Utility and landscaping Recording Date: April 27, 1995 Recording No.: 95-029062

Affects: The Northerly portions of Parcels I and II

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

Granted to: Unified Sewerage Agency of Washington County

Purpose: Sewer

Recording Date: November 12, 1996

Recording No.: 96-101293

Affects: The Southwesterly portion of Parcel I

 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.

Preliminary Report Printed: 12.29.17 @ 09:38 AM

OR----SPS-1-17-472517007587

10. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of said Trust Agreement or a Trust Certification pursuant to ORS Chapter 130.860.

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

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

#### ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year: 2017-2018 Amount: \$4,667.32 Levy Code: 051.51 Account No.: R37258 Map No.: 1S16DB-00100

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

- B. Washington County imposes a transfer tax of \$1.00 per \$1,000 (or fraction thereof) of the selling price in a real estate transfer, unless the county approves an exemption application. Exemption criteria and applications are available at the county's website, see: http://www.co.washington.or.us/AssessmentTaxation/Recording/TransferTaxExemption/index.cfm.
- C. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- D. 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.
- E. NOTE: The following are required when a principal to the proposed transaction is an instrumentality of the state, such as a municipality, a county or other governmental body:
  - Certification, with supporting documentation, that the board or other governing authority of the governmental

body has approved the transaction in accordance with applicable practices, procedures, rules, ordinances

and statutes.

- Certification that a named person or persons, identified by name and position, are authorized to act on behalf of the governmental body in the proposed transaction.
- Verification of the current legal name and good standing of the governmental body when it is a local governmental body other than a city or county.

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

- G. NOTE: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- Η. 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.
- NOTE: This map/plat is being furnished as an aid in locating the herein described Land in relation to Ι. 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.
- Recording Charge (Per Document) is the following: J.

County First Page Each Additional Page

Washington \$41.00 \$5.00

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

K. 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.

#### **EXHIBIT ONE**

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

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

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the
- coverage provided under Covered Risk 6.

  2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

# FIDELITY NATIONAL FINANCIAL **PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

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

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

# FIDELITY NATIONAL FINANCIAL **PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

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

# **Types of Information Collected**

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

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

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

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

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

#### **How Information is Collected**

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

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

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

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

# **Use of Collected Information**

Information collected by FNF is used for three main purposes:

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

**Preliminary Report** OR----SPS-1-17-472517007587

#### When Information Is Disclosed

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

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

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

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

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

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

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

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

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

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

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

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

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

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

# **Information From Children**

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

# **Privacy Outside the Website**

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

#### **International Users**

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

#### The California Online Privacy Protection Act

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

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

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

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

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

# **Your Consent To This Privacy Notice**

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

# Accessing and Correcting Information; Contact Us

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

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

