

Parcel No. 4

Parcel No. 4

Property Information

- Tax ID 1S118DD03714
- 5670 SW 170th Ave.
- Strawberry Knoll Lot 12
- 0.16 acres
- Unincorporated Washington County
- Zoning: R-5
- In Urban Growth Boundary
- In Metro's Urban Service Area
- Cooper Mtn-Bull Mtn Ground Water Resource Area
- Sanitation District: Clean Water Services
- Fire District: TVFR
- Beaverton School District

Current Real Market Value

(Reviewed and Revised by Assessment & Taxation in September 2022)


- \$143,850

Minimum Bid

- \$101,000

Deposit—20% of Minimum

- \$20,200



Parcel 4
Tax ID: 1S118DD03714
5670 SW 170th Ave.
Beaverton, 97007
RMV: \$158,230
0.16 Acres



Overlay Information 1S118DD03714

Jurisdiction:	Urban Unincorporated Washington Co
Plan Designation: (<i>Zoning</i>)	R-5 (click to open CDC) - Land Use District Summary
General Setbacks for the Land Use District (May differ depending upon location):	Front: 15 / Side: 5 / Rear: 15 / Street Side: 10
Within Urban Growth Boundary:	Yes
Within Metro's Urban Service Area (*Updated July 31st each calendar year):	Yes
In Urban Road Maintenance District (*Updated July 31st each calendar year):	Yes
In ESPD (*Updated July 31st each calendar year):	Yes
Ground Water Resouce Area:	COOPER MTN-BULL MTN
Service District for Lighting Assessment Area/zone:	Not in an Assessment Area.
Sanitation District (*Updated July 31st each calendar year):	CWS
Water District (*Updated July 31st each calendar year):	TVW
Fire District (*Updated July 31st each calendar year):	TVFR
Fire Management Zone:	5685
Park District:	Collect THPRD SDC
North Bethany Plan Area:	Not in North Bethany Sub Area
School District (*Updated July 31st each calendar year):	BEAVERTON

*** The data layers used to derive items in the report are assembled from multiple sources. Report items flagged with an asterisk (*) are derived from the taxcode layer maintained by Washington County s Department of Assessment and Taxation Cartography Division. The taxcode layer is updated once a year on July 31st and may not reflect final/proposed annexations or boundary adjustments. All information should be verified with individual service districts.**

②

11545-3714

154139

OFFICIAL RECORD WASHINGTON COUNTY			
DEPARTMENT OF REVENUE AND TAXATION			
ACCOUNT	NUMBER	CHAIN	TITLE
181 18DD	3714	51-50	
12	12	12	
LOT	BLOCK	STRAWBERRY Knoll	ACRES
ENTRIES		10-8-69	
ADD METRO. S. D. TO PRESENT CODE		C. O. 10500	'72
CODE WAS 51-04 CO. #		34921	'74
CODE WAS 51-59 CO. #		40139	'74
CODE WAS 52-14		CO. # 85263	'77
Less part to 170th Av.		8-20-91	Corresp
To: Price, William C & } Harlan, Billie Marcia } H & W		50359	8-10-90 22m
To: Harlan, Billie Marcia		9-23-92	92-60618
Price ac. to HARIAN		1-9-95	94-108423
To: Maden, Jason Lee		11-20-95	95-76923
Briggs, Paula Joanne		6-9-98	98-38318
TOMADEN, JASON LEE & PAULA JOANNE		1-5-00	99-138528
to Washington County		12-18-00	2000-94764

1S118DD 3714



160079

TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That PROFESSIONAL DEVELOPMENT COMPANY, INC., and Oregon Corporation
 a corporation duly organized and existing under the laws of the State of Oregon
 in consideration of TWENTY-FIVE THOUSAND NINE HUNDRED and no/100---- Dollars,
3-26-70 for parcel
 to it paid by ARNOLD L. WISTRAND and VIOLA M. WISTRAND, husband and wife
 does hereby grant, bargain, sell and convey to said grantees, their heirs and assigns, all the following
real property, with the tenements, hereditaments and appurtenances situated in the County of
Washington, and State of Oregon, bounded and described as follows, to-wit:

Lot 12, STRAWBERRY KNOLL, Washington County, Oregon.

To Have and to Hold the above described and granted premises unto the said grantees, their heirs and assigns forever.

And the grantor does covenant that it is lawfully seized in fee simple of the above granted premises free from all incumbrances, EXCEPT Trust Deed, Portland Federal Savings and Loan Association, dated March 20, 1969, recorded March 21, 1969, in Book 737, Page 64, which grantee assumes and agrees to pay, and that it will and its successors shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Done by order of the Board of Directors, ~~with the seal of said corporation,~~
 this 2/ day of July, 1969.

PROFESSIONAL DEVELOPMENT COMPANY, INC.

James I. Bobbitt President

STATE OF OREGON,

By _____ Secretary

County of Washington } ss. On this 2/ day of July, 1969,
 before me appeared Howard I. Bobbitt, and

both to me personally known, who being
 duly sworn, did say that he the said

~~XXXXXXXXXXXXXXXXXXXX~~ Howard I. Bobbitt, is the president
~~XXXXXXXXXXXXXXXXXXXX~~ of Professional Development Company, Inc.
 the within named Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Howard I. Bobbitt.

and acknowledged said instrument to be the free act and deed of said Corporation.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
 seal the day and year last above written.

Carrie Jenkins
 Notary Public for Oregon.
 My Commission expires 4-2-72

WARRANTY DEED CORPORATION

Professional Development Co. Inc.

TO

Arnold L. Wistrand and
Viola M. Wistrand

WHEN RECORDED RETURN TO

TITLE INSURANCE COMPANY
 12012 S. W. CANYON ROAD
 P. O. BOX F
 BEAVERTON, OREGON 97005
 ATTN: CARRIE JENKINS

BOOK

(DON'T USE THIS
 SPACE RESERVED
 FOR RECORDING
 LABEL IN COUN-
 TIES WHERE
 USED.)

STATE OF OREGON

County of Washington } ss. Need

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records.
 No. 756
 of said County

Witness my hand and seal affixed.
 ROGER THOMSSON, Director of
 Records & Elections

INDEXED

SEP 9 10 24 AM '69

756 PAGE 261

Tax Statement to: Grantee, 15670 S. W. 170th, Aloha, Oregon

315953

6889

DOCKET NO.

30
6
11 LUT-B

Washington County, Oregon 2005-082474
07/15/2005 08:47:21 AM
D-DD Cnt=1 Stn=10 K BARNETT
\$30.00 \$6.00 \$11.00 - Total = \$47.00



00800399200500824740060069
I, Jerry Hanson, 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.

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



After recording, please return to:

Washington County
LUT, Right-of-Way Section
1400 SW Walnut St. Mail Stop #18
Hillsboro, OR 97123-5625

DEDICATION DEED

WASHINGTON COUNTY, a political subdivision of the State of Oregon, Grantor, grants to **WASHINGTON COUNTY**, a political subdivision of the State of Oregon, Grantee, on behalf of the public, for the use of the public forever, the following easements in that certain real property situated in the County of Washington and State of Oregon, described on the attached Exhibit "A," and shown on the attached Exhibit "B."

The true consideration for this conveyance is **\$NONE**.

PARCEL 1 - DEDICATION OF RIGHT-OF-WAY

Including the right to construct, operate, and maintain a public road, all customary associated uses, and appurtenant facilities forever;

This document is intended to grant easements on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easements granted shall not prevent Grantors from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted. Grantor shall not be permitted to endanger the lateral support of any facilities constructed within the easements granted herein.

Grantor hereby covenants to and with Grantee that it is the owner of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.



BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

Andy Duyck

Chair

Barbara Hejtmanek
Recording Secretary

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

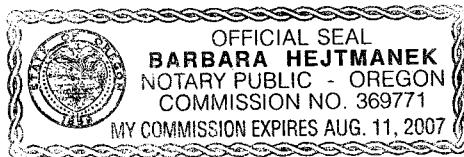
Minute Order: 05-234

Date: 6-28-05

By: Barbara Hejtmanek

State of Oregon)
County of Washington) ss.

This instrument was acknowledged before me on June 28, 2005, by
Andy Duyck, as Chair/Vice Chair of the Washington County Board of
Commissioners.



Barbara Hejtmanek
Notary Public

Accepted on behalf of Washington County, Oregon.

By: [Signature]

Title: County Engineer

Dated this 5th day of July, 2005

Approved As To Form:

Loretta S. Skurdahl
Sr. Assistant County Counsel
Dated & Signed: October 29, 1998



9755 SW Barnes Road, Suite 300
Portland, Oregon 97225
503.626.0455
Fax 503.526.0775

EXHIBIT "A"

S.W. 170th Avenue
March 4, 2005
Parcel I

Project No. 2531
File No.: 127
Map and Tax Lot No.: 1S118DD 03714

PARCEL I (RIGHT-OF-WAY DEDICATION)

A parcel of land lying in the southeast quarter of the southeast quarter of Section 18, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and being a portion of that tract of land conveyed to Washington County by deed recorded November 27, 2000 in Document No. 2000094764, Washington County Book of Records, said parcel also being that portion within a strip of land lying westerly of a line which is 13.716 meters (45.00 feet) easterly of and parallel with the center line of S.W. 170th Avenue as described below.

S.W. 170th Avenue Center Line from S.W. Rigert Road to S.W. Farmington Road

Beginning at Station 1+000.000 at the southeast corner of Lot 13 of the plat of "Aldrich Acreage", Washington County Plat Records, which is also the southwest corner of Lot 14 of said plat of "Aldrich Acreage", said point of beginning also being at the southeast corner of the southwest quarter of the southeast quarter of Section 19, Township 1 South, Range 1 West of the Willamette Meridian, which is also the southwest corner of the southeast quarter of the southeast quarter of said Section 19; thence, from said point of beginning, North 01°29'01" East, along the existing center line of S.W. 170th Avenue, as shown on said plat of "Aldrich Acreage", a distance of 403.527 meters (1,323.91 feet) to an angle point at Station 1+403.527 at the southwest corner of Lot 10 of said plat of "Aldrich Acreage", which is also the northwest corner of Lot 14 of said plat of "Aldrich Acreage"; thence, North 00°51'31" East, along the existing center line of S.W. 170th Avenue, as shown on said plat of "Aldrich Acreage", a distance of 436.487 meters (1,432.04 feet) to an angle point at Station 1+840.014 at the northwest corner of Lot 10 of said plat of "Aldrich Acreage", which is also the northeast corner of Lot 11 of said plat of "Aldrich Acreage"; thence, North 01°46'54" East, along the existing center line of S.W. 170th Avenue, a distance of 582.882 meters (1,912.34 feet) to an angle point at Station 2+422.896 on the south line of the James H. Reed Donation Land Claim in said township and range, said angle point also being at the southwest corner of Lot 168 of the plat of "Beaverton - Reedville Acreage", said plat records; thence, North 01°53'46" East, along the existing center line of S.W. 170th Avenue, as shown in said plat of "Beaverton -



Reedville Acreage", a distance of 194.905 meters (639.45 feet) to a point of curvature at Station 2+617.801; thence, leaving the existing center line of S.W. 170th Avenue, along the arc of a 350.000 meter (1,148.29 foot) radius curve, concave easterly, the central angle of which is $2^{\circ}44'14''$, the long chord of which bears North $03^{\circ}15'53''$ East, a distance of 16.720 meters (54.86 feet), an arc distance of 16.721 meters (54.86 feet) to a point of tangency at Station 2+634.522; thence, North $04^{\circ}38'00''$ East, a distance of 17.139 meters (56.23 feet) to Station 2+651.661, which bears South $85^{\circ}22'00''$ East, a distance of 1.219 meters (4.00 feet) from the southeast corner of Lot 167 of said plat of "Beaverton - Reedville Acreage", said southeast corner being at an angle point in the existing center line of S.W. 170th Avenue, as shown in said plat of "Beaverton - Reedville Acreage"; thence, continuing North $04^{\circ}38'00''$ East, parallel with the existing center line of S.W. 170th Avenue, as shown in said plat of "Beaverton - Reedville Acreage", a distance of 72.945 meters (239.32 feet) to a point of curvature at Station 2+724.606; thence, along the arc of a 350.000 meter (1,148.29 foot) radius curve, concave easterly, the central angle of which is $5^{\circ}36'36''$, the long chord of which bears North $07^{\circ}26'18''$ East, a distance of 34.256 meters (112.39 feet), an arc distance of 34.270 meters (112.43 feet) to a point of reverse curvature at Station 2+758.876; thence, along the arc of a 350.000 meter (1,148.29 foot) radius curve, concave westerly, the central angle of which is $5^{\circ}36'36''$, the long chord of which bears North $07^{\circ}26'18''$ East, a distance of 34.256 meters (112.39 feet), an arc distance of 34.270 meters (112.43 feet) to a point of tangency at Station 2+793.146, which is 4.572 meters (15.00 feet) from the existing center line of S.W. 170th Avenue, as shown in said plat of "Beaverton - Reedville Acreage", measured perpendicular thereto; thence, North $04^{\circ}38'00''$ East, parallel with the existing center line of S.W. 170th Avenue, as shown in said plat of "Beaverton - Reedville Acreage", a distance of 259.343 meters (850.86 feet) to a point of curvature at Station 3+052.489; thence, along the arc of a 350.000 meter (1,148.29 foot) radius curve, concave westerly, the central angle of which is $6^{\circ}33'07''$, the long chord of which bears North $01^{\circ}21'26''$ East, a distance of 40.002 meters (131.24 feet), an arc distance of 40.024 meters (131.31 feet) to a point of reverse curvature at Station 3+092.513; thence, along the arc of a 350.000 meter (1,148.29 foot) radius curve, concave easterly, the central angle of which is $6^{\circ}33'07''$, the long chord of which bears North $01^{\circ}21'26''$ East, a distance of 40.002 meters (131.24 feet), an arc distance of 40.024 meters (131.31 feet) to a point of tangency at Station 3+132.537 on the existing center line of S.W. 170th Avenue, as shown in said plat of "Beaverton - Reedville Acreage"; thence, North $04^{\circ}38'00''$ East, along the existing center line of S.W. 170th Avenue, as shown in said plat of "Beaverton - Reedville Acreage", a distance of 72.495 meters (237.84 feet) to Station 3+205.032 on the center line of S.W. Farmington Road as realigned in a map entitled "Oregon Department of Transportation, Located Line, 172nd Ave. - Murray Blvd. Sec, Farmington Road, Washington County, Drg. No. 10B-7-16", dated November 20, 1997, said realigned center line of S.W. Farmington Road also being shown on Survey Number 27,698, Washington County Survey Record.

Bearings are based upon control shown in Survey Number 28010, Washington County Survey Records. This control is on a local datum plane converted from 1983/91 Oregon Coordinate System, North Zone by multiplying by a scale factor of 1.00009352.

Dimensions in feet are in Standard International Feet which are converted to meters by multiplying by 0.3048.

Excepting therefrom, all that portion of said parcel lying within the existing rights-of-way of S.W. 170th Avenue and S.W. Rosa Place.

The parcel of land to which this description applies contains 267.8 square meters more or less (2883 square feet more or less).

I:\PROJECT\81887800\LEGALS\Farm-Rigert\Descriptions\170-FR127.doc



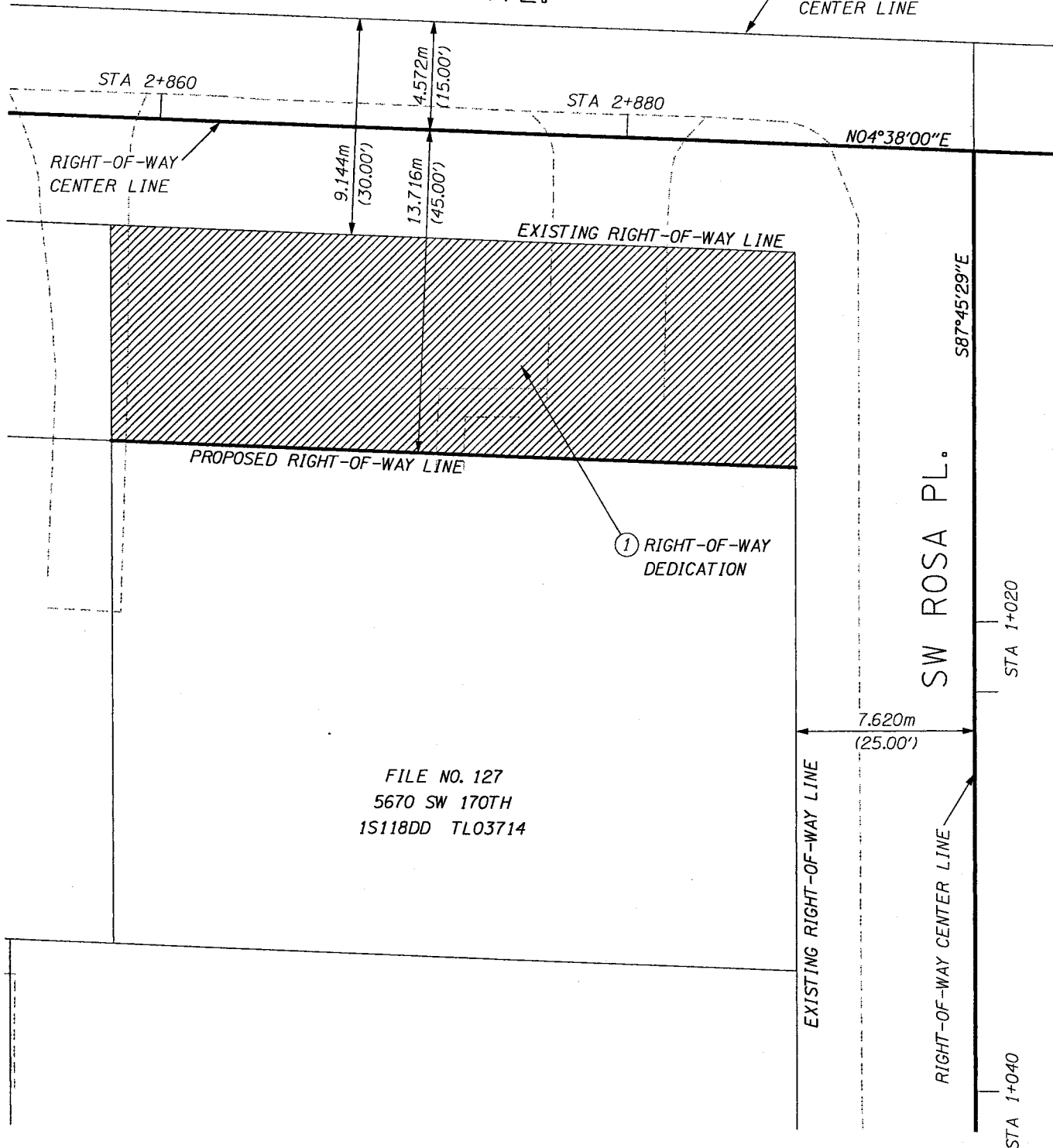
RENEWAL: DECEMBER 31, 2005



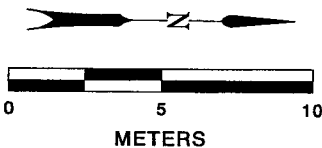
EXHIBIT B

SW 170TH AVE.

OLD
RIGHT-OF-WAY
CENTER LINE



FILE NO. 127
5670 SW 170TH
1S118DD TL03714



LEGEND

RIGHT OF WAY DEDICATION

① 267.8 SQ.M.± (2883 SQ.FT.±)

SW 170TH AVENUE PROJECT

WASHINGTON COUNTY PROJECT NO: 2531

FILE NO: 127	SUBMITTAL DATE: 3/4/05	REV'D:
TAX LOT: 3714	ADDRESS: 5670 SW 170TH	
TAX MAP: 1S118DD		

W&H
PACIFIC

9755 SW BARNES ROAD
SUITE 300
PORTLAND, OREGON
97225
TEL: (503)626-0455
FAX: (503)526-0775
WWW.WHPACIFIC.COM

Planners • Engineers • Surveyors • Landscape Architects

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that we John Rychen and Louise A. Rychen, husband and wife, Howard I. Bobbitt and Betty M. Bobbitt husband and wife, and Professional Development Company, Inc., an Oregon Corporation, are the title owners and/or the contract purchasers of the lands shown on the annexed plat and particularly described in the Surveyor's Certificate hereunto attached and have caused the same to be surveyed and platted into lots and streets, as shown, and to be dedicated "STRAWBERRY KNOLL" and we do hereby dedicate all roads and streets, as shown, to the public for public use forever

John Rychen
John Rychen

(DECEASED)
Louise A. Rychen

Howard I. Bobbitt
Howard I. Bobbitt

Betty M. Bobbitt
Betty M. Bobbitt

Professional Development Company, Inc.

President: Howard I. Bobbitt

Secretary: Betty M. Bobbitt

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF WASHINGTON S.S.

THIS IS TO CERTIFY that on this 26th day of MAY 1969, before me a Notary Public in and for said County and State, personally appeared John Rychen, Howard I. Bobbitt, and Betty M. Bobbitt who are known to me to be the identical persons named in and who executed the foregoing instrument and they acknowledged to me that they executed the same freely and voluntarily; and before me also appeared Howard I. Bobbitt and Betty M. Bobbitt, who are known to me and who, first being duly sworn, did say that he, Howard I. Bobbitt is the President and she, Betty M. Bobbitt is the Secretary of the said Professional Development Company, Inc., and that the seal affixed to the foregoing instrument is the official seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

Witness my hand and official seal this day and year last above written.

Notary Public for the State of Oregon.

My commission expires October 21, 1975

APPROVALS

APPROVED this 5 day of June 1969
Washington County Planning Commission

By D. S. Blatz

APPROVED this 5 day of JUN 1969
Chief, Engineering Div. Dept Public Works
(County Surveyor), Washington County

By Harry L. Darling, Deputy

APPROVED this 5TH day of JUNE 1969
Director of Revenue and Taxation
(County Assessor), Washington County

By Marvin Dehn, Deputy

SURVEYOR'S CERTIFICATE

STATE OF OREGON
COUNTY OF WASHINGTON S.S.

I, HERBERT A. MOHR, Registered Professional Engineer in the State of Oregon, hereby certify that during September 1968, I accurately surveyed and platted into lots and streets the lands shown on the attached map of "STRAWBERRY KNOLL" the boundary of which is described as follows: Beginning at the northwest corner of Lot 172, Beaverton Reedville Acreage, a plat of record in Washington County, Oregon; running thence S 89°11'40" E along the northerly line of said Lot 172, 389.85 feet to the northwest corner of that tract of land conveyed to MAX E. COYNE, et al, by deed recorded in Book 267, Page 81, Washington County Deed Records; thence S 00°19'20" W along the westerly lines of said Coyne tract and that tract of land conveyed to BASIL E. WATERS, et ux, by deed recorded in Book 266, Page 567 of said Deed Records, 329.50 feet to the southwest corner of said Waters tract; thence S 89°27'40" E, 3.30 feet to the northwest corner of that tract of land conveyed to MICHAEL SPECK by deed recorded in Book 290, Page 317 of said Deed Records; thence S 00°19'20" W, 100.00 feet to the southwest corner of said Speck tract; thence N 89°27'40" W along the northerly line of that tract of land conveyed to OTTO F. LEOPOLD, et ux, by deed recorded in Book 372, Page 462 said Deed records, 94.70 feet to the northwest corner thereof; thence S 00°42'20" W 84.75 feet to the northeast corner of that tract of land conveyed to RUBY E. LEOPOLD by deed recorded in Book 222, Page 155 of said Deed Records; thence N 89°27'40" W along the northerly line of said Ruby E. Leopold tract 322.65 feet to a point on the westerly line of Lot 171 of said Beaverton Reedville Acreage plat; thence N 03°04'20" E along the westerly lines of said Lots 171 and 172, 516.57 feet to the place of beginning.

That the Initial Point of this survey is a 2"x36" galvanized iron pipe driven 6 inches below the surface of the ground at the northwest corner of lot 1 of this subdivision and which point bears S 87°53'30" W 1244.70 feet from the southwest corner of the John Innes D.L.C. No. 56, T.1S., R.1W, W. M.; Washington County, Oregon.

That the attached map is a true and correct representation of the lots and streets as staked upon the ground with 5/8"x30" iron rods at all lot corners and curve points unless otherwise noted.

Subscribed and sworn to before me this 26th day of September 1968

Elizabeth H. Mohr
Notary Public for the State of Oregon.

My commission expires 22 Sept 1971

I hereby certify that this tracing is an exact copy of the plat of "STRAWBERRY KNOLL"

Herbert A. Mohr

ATTEST: this 11 day of June 1969
Director of Records and Elections
(County Clerk), Washington County

By Roger Thomsen

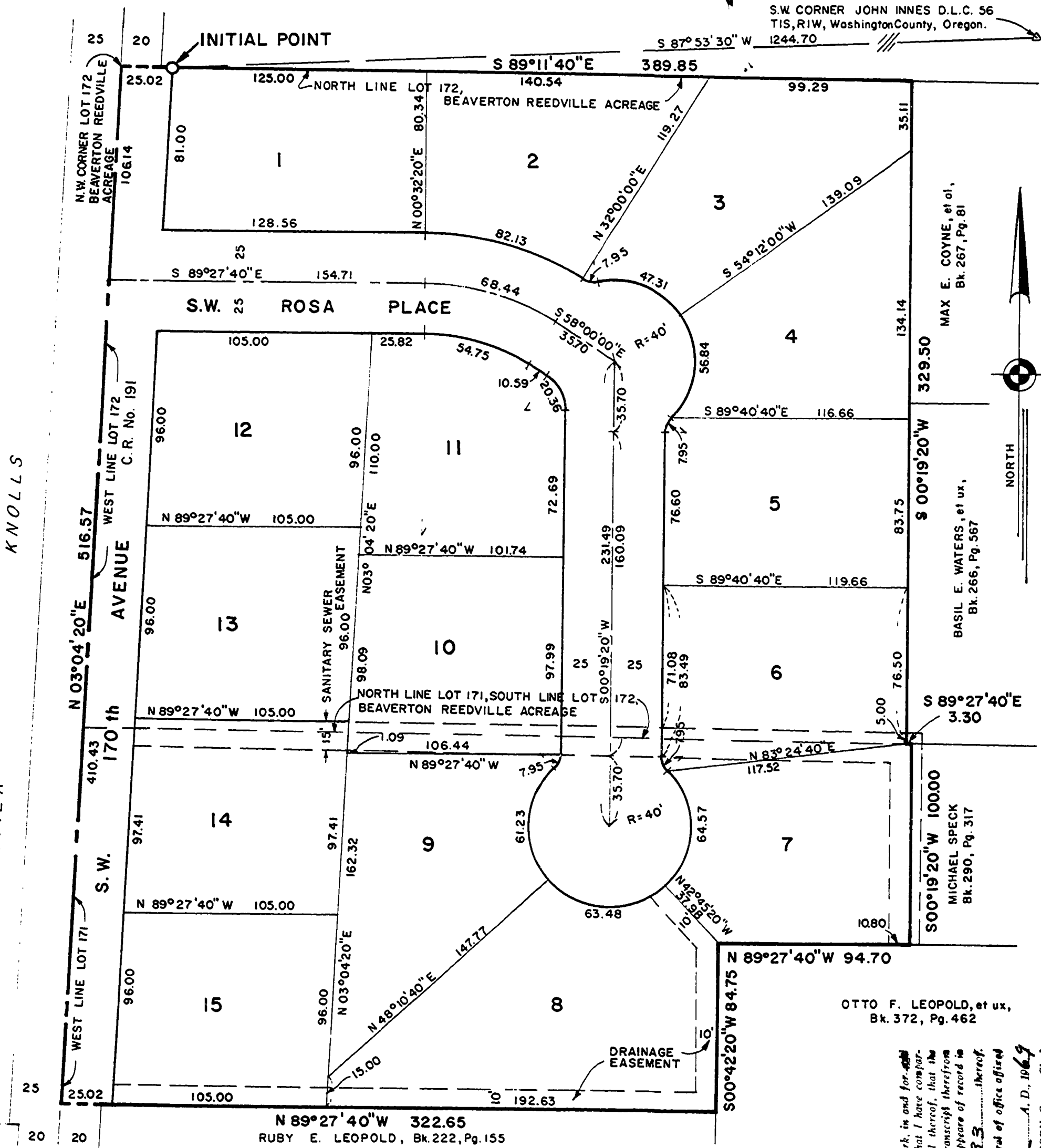
STRAWBERRY KNOLL

A RESUBDIVISION OF PORTIONS OF LOTS 171 AND 172 BEAVERTON REEDVILLE ACREAGE IN THE SE 1/4 SECTION 18, T.1S., R.1W, W.M. WASHINGTON COUNTY, OREGON

SCALE: 1" = 50'

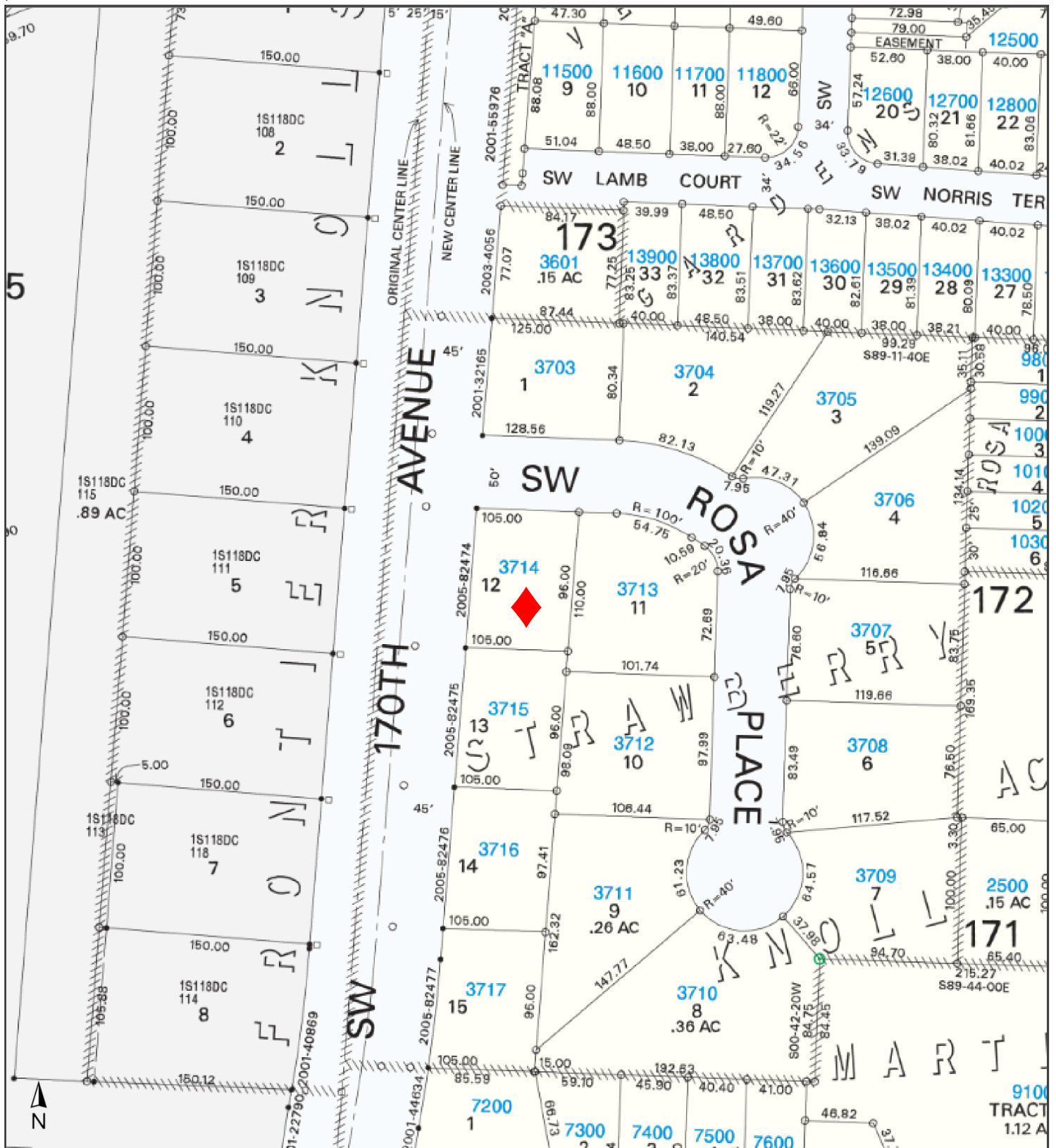
SEPTEMBER, 1968

S.W. CORNER JOHN INNES D.L.C. 56
T.1S., R.1W, Washington County, Oregon.



CURVE DATA		LOT 2	LOT 3	LOT 3	LOT 4	LOT 5	LOT 6
Δ= 31°27'40"	R= 125.00	Δ= 31°27'40"	Δ= 45°34'00"	Δ= 67°46'00"	Δ= 81°41'20"	Δ= 45°34'00"	Δ= 45°34'00"
ST= 35.21	L= 82.13	R= 150.00	R= 10.00	R= 40.00	R= 40.00	R= 10.00	R= 10.00
L= 68.44	LC= 81.34	L= 7.95	L= 7.95	L= 47.31	L= 56.84	L= 7.95	L= 7.95
LC= 67.78	LC= 81.34	LC= 7.75	LC= 44.60	LC= 52.32	LC= 52.32	LC= 7.75	LC= 7.75
S73°43'50" E	S73°43'50" E	S80°47'00" E	S69°41'00" E	S05°02'40" W	S23°06'20" W	S22°27'40" W	S22°27'40" W
LOT 7	LOT 8	LOT 9	LOT 9	LOT 11	LOT 11		
Δ= 92°29'20"	Δ= 90°56'00"	Δ= 87°42'40"	Δ= 45°34'00"	Δ= 58°19'20"	Δ= 31°27'40"		
R= 40.00	R= 40.00	R= 40.00	R= 10.00	R= 20.00	R= 100.00		
L= 64.57	L= 63.48	L= 61.23	L= 7.95	L= 20.36	L= 54.75		
LC= 57.78	LC= 57.03	LC= 55.43	LC= 7.75	LC= 19.49	LC= 54.22		
N 01°00'00" E	N 87°17'20" W	N 02°02'00" E	N 23°06'20" E	S 28°50'20" E	S 73°43'50" E		

STATE OF OREGON
County of Washington
I, ROGER THOMSEN, county clerk, in and for said county and state, do hereby certify that I have compared the within plat with the original thereof, that the same is a full, true, and correct transcript thereof, and the whole thereof, as the same appears of record in the Public Books of said county and state, and I have signed my hand hereunto set and seal of office attested.
this 11 day of June 1969
ROGER THOMSEN, County Clerk
By Martin Prescott, Deputy



Preliminary Report

Fidelity National Title - Oregon
900 SW 5th Avenue, Portland, OR 97204

Escrow Officer: Lori Medak
Email: Lori.Medak@fnf.com
Phone: 503-222-2424
File No.: 45142213023

Property Address: 5670 SW 170th Avenue, Beaverton, OR 97007

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Fidelity National Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible



Fidelity National Title®
Company of Oregon

PRELIMINARY REPORT

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

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

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

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

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

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

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

Countersigned

Karleen Huggins



Fidelity National Title

Company of Oregon

900 SW 5th Avenue, Portland, OR 97204
(503)222-2424 FAX (503)227-2274

PRELIMINARY REPORT

ESCROW OFFICER: Lori Medak
Lori.Medak@fnf.com
503-222-2424

ORDER NO.: 45142213023

TITLE OFFICER: Robert Fleming

TO: Fidelity National Title Company of Oregon
900 SW 5th Avenue
Portland, OR 97204

ESCROW LICENSE NO.: 901000243

OWNER/SELLER: Washington County

BUYER/BORROWER: To Follow

PROPERTY ADDRESS: 5670 SW 170th Avenue, Beaverton, OR 97007

EFFECTIVE DATE: October 28, 2022, 08:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021	\$ 143,850.00	\$ 560.00
Owner's Standard		
OTIRO Endorsement No. 110		\$ 0.00
ALTA Loan Policy 2021	\$ TBD	\$ TBD
Extended Lender's		
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.1 - Environmental Protection Lien (ALTA 8.1 - 2021)		\$ 0.00
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00

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:

Washington County, a political subdivision of the State of Oregon

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

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

EXHIBIT "A"
[Legal Description](#)

Lot 12, STRAWBERRY KNOLL, in the County of Washington and State of Oregon.

EXCEPTING THEREFROM the tract of land described in Dedication Deed for Right-of-Way recorded July 15, 2005 as Fee No. 2005-082474, Deed Records Washington County,

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

GENERAL EXCEPTIONS:

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

SPECIFIC ITEMS AND EXCEPTIONS:

6. The subject property is under public ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

Tax Account No.: R160079

Map No.: 1S118DD03714

7. 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.
8. Note: We find no Notice of Completion recorded on said Land.
9. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

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

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

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

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

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

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
- No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- C. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- D. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.
- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- F. 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>.
- G. 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.
- H. 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.

- I. Recording Charge (Per Document) is the following:
- | County | First Page | Each Additional Page |
|------------|------------|----------------------|
| Multnomah | \$86.00 | \$5.00 |
| Washington | \$81.00 | \$5.00 |
| Clackamas | \$93.00 | \$5.00 |

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

Note: Please send any documents for recording to the following address:

Portland Title Group
Attn: Recorder
1433 SW 6th Ave.
Portland, OR. 97201

- J. 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.
- K. Note: This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- L. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS
- | | |
|--|--|
| Fiscal Year: | July 1 st through June 30 th |
| Taxes become a lien on real property, but are not yet payable: | July 1 st |
| Taxes become certified and payable (approximately on this date): | October 15 th |
| First one third payment of taxes is due: | November 15 th |
| Second one third payment of taxes is due: | February 15 th |
| Final payment of taxes is due: | May 15 th |
- Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
If the full amount of the taxes are paid by November 15th, a 3% discount will apply.
- Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE
2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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.
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, 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.
5. 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.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
 - b. any governmental forfeiture, police, regulatory, or national security power
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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.
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, 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.
5. 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.

EXHIBIT ONE

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

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

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

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

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

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

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

Security of Your Information

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

Choices With Your Information

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

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

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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