24220 GELLATLY WAY

PHILOMATH, OR









AGENT INFORMATION



BILLY SCOTT BILLYSCOTT@KW.COM 541-619-1632

Billy Scott is a licensed real estate agent in the state of Oregon serving all of Oregon, specializing in small agricultural operations (40 acres or less), hobby farms, residential acreage properties, timberland, traditional residential properties and 1031 exchanges. As a native of Philomath, Billy is an excellent resource for people looking to relocate to the area. Growing up in Philomath, Billy graduated from Philomath High School and was an active member of 4H where he raised and sold hogs. He was also a part of the Forestry program at Philomath High School all four years where he really enjoyed the events but also learned to thin and fall trees. His wife, who is also a native Oregonian, grew up in Junction City and was an active member in the FFA where she showed cattle. Billy and his wife, Ashley, live in Kings Valley on their family farm with their two daughters where they raise and sell cattle and hogs.



Home

2.01 Acres

1,350 SqFt

- 3 Bedrooms, 2 Bathrooms
- Built 2004
- Double Wide
- Wood Stove
- Front Porch
- Fenced Yard
- Tool Shed
- Mountain and Territorial Views
- Seasonal Creek on Property



Maps





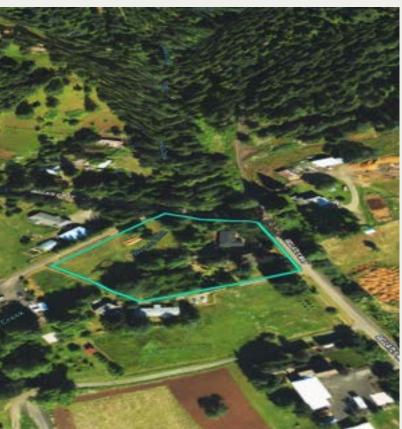
KWMID-WILLAMETTE LAND

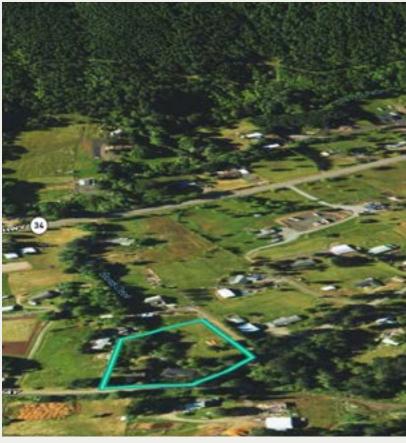
KELLERWILLIAMS

KELLERWILLIAMS

INTERNATIONAL











KWMID-WILLAMETTE LAND

KELLERWILLIAMS

KELLERWILLIAMS

KELLERWILLIAMS

INTERNATIONAL

County Information

List Packet (s) Provided Through County Records





BENTON COUNTY PROPERTY PROFILE INFORMATION

Parcel #: 281695

Tax Lot: 12615B000707

Owner: Graves, Brandon Joseph CoOwner: Legg, Margarita A Site: 24220 Gellatly Way

> Philomath OR 97370 Mail: 24220 Gellatly Way

> > Philomath OR 97370

Zoning: County-RR-2 - Rural Residential - 2 Std Land Use: CMOB - Mobile Home Parks, Trailers

Legal:

Twn/Rng/Sec: T:12S R:06W S:15 Q:NW QQ:

ASSESSMENT & TAX INFORMATION

Market Total: \$439,150.00
Market Land: \$259,070.00
Market Impr: \$180,080.00

Assessment Year: 2022

Assessed Total: \$217,523.00

Exemption:

Taxes: **\$3,406.04**Levy Code: 1704
Levy Rate: 15.6583

SALE & LOAN INFORMATION

Sale Date: 03/23/2021

Sale Amount:

Document #: 610101
Deed Type: Deed
Loan Amount: \$204,500.00
Lender: OREGON ST CU

Loan Type: Conventional Interest Type:

Title Co: TICOR TITLE

PROPERTY CHARACTERISTICS

Year Built: 1890

Eff Year Built:

Bedrooms: 8
Bathrooms: 1
of Stories: 2

Total SqFt: 2,768 SqFt Floor 1 SqFt: 2,112 SqFt Floor 2 SqFt: 1,312 SqFt

Basement SqFt:

Lot size: 2.01 Acres (87,556 SqFt)

Garage SqFt: 800 SqFt Garage Type: Attached

> AC: Pool:

Heat Source: Forced Air

Fireplace:

Bldg Condition: Poor

Neighborhood:

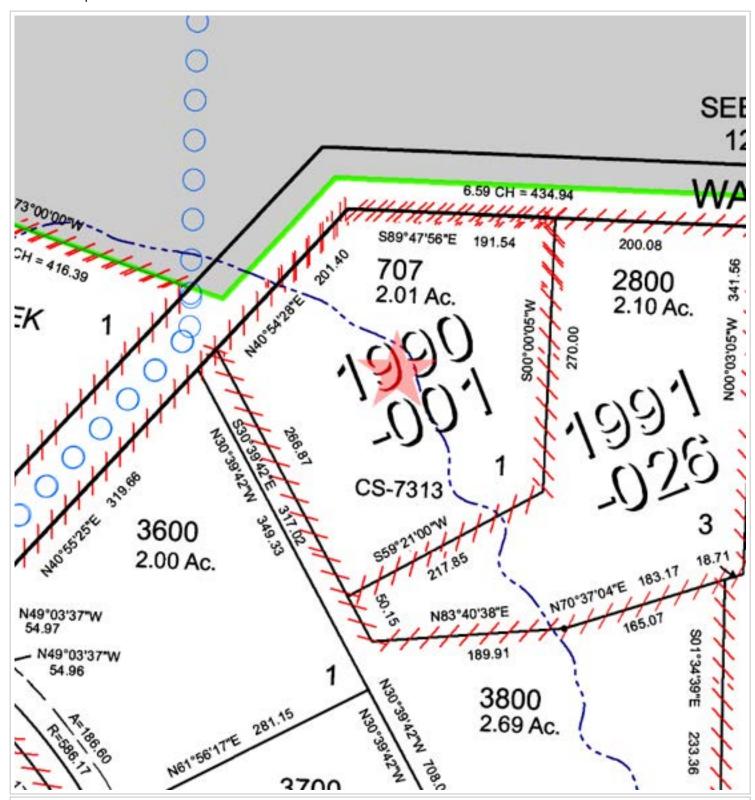
Lot: Block:

Plat/Subdiv:

School Dist: 17J - Philomath School 17j

Census: 2042 - 010300

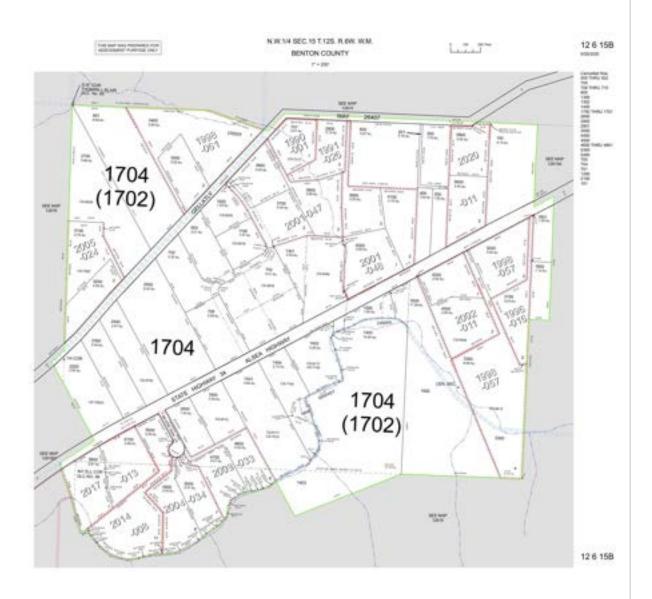
Recreation:





Parcel ID: 281695

Site Address: 24220 Gellatly Way





Parcel ID: 281695

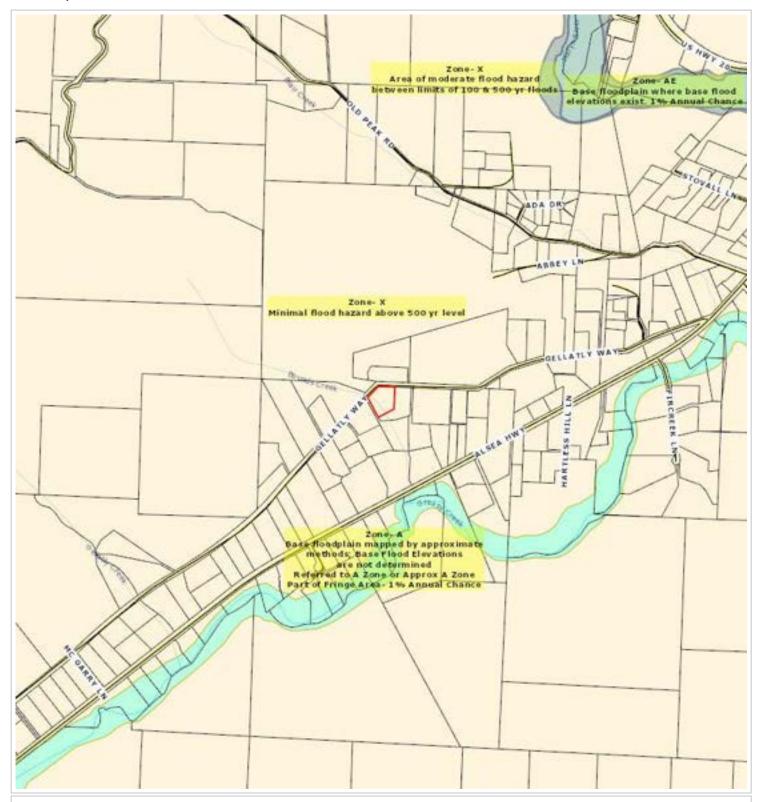
Site Address: 24220 Gellatly Way





Parcel ID: 281695

Flood Map





Parcel ID: 281695

Property Detail

REAL PROPERTY

FOR ASSESSMENT AND TAX PURPOSES ONLY

Account Information

Account #:	281695	LAST CERTIFIED VALUES	
Map/Tax Lot:	12615B000707 [<i>GIS</i>	Market Land:	\$ 259,070
	Maps]	Market Structure:	\$ 180,080
Acreage:	2.01	Total Real Market Value:	\$ 439,150
Property Class:	409	Special Assessed Taxable Land Value:	\$ 0
Tax Code Area:	1704	Assessed:	\$ 217,523
		Exemption:	\$ 0
Situs Address:	24220 GELLATLY WAY	'	•
	PHILOMATH, OR 97370	Net Taxable:	\$ 217,523

Property Valuation History

Owner Information

Owner	Owner	Taxpayer
LEGG MARGARITA A	GRAVES BRANDON	LEGG MARGARITA A
24220 GELLATLY WAY	JOSEPH	24220 GELLATLY WAY
PHILOMATH, OR 97370	24220 GELLATLY WAY	PHILOMATH, OR 97370
USA	PHILOMATH, OR 97370 USA	USA

Taxes

Tax Code Area: 1704 **Property Tax (2022):** \$3406.04

Tax Payments and

History

Assessment Property Tax Statement

07/01/2022 to 06/30/2023 BENTON COUNTY PROPERTY TAX STATEMENT PO BOX 964 Corvallis, OR 97339 • 4500 SW Research Way Corvallis, OR 97333

ACCOUNT NUMBER: 281695

SITUS ADDRESS: 24220 GELLATLY WAY PHILOMATH. OR 97370

PROP CLASS: PROP TCA: PROP MAP:	409 1704 12615B000707	ACRES: 2.01	LAST YEARS TAX LinnBenton CC LinnBentonLincoln ESD Philomath SD #17 Philomath SD LO 2018 Education Totals	3,310.46 109.17 66.32 1,058.56 326.28 1,560.33
VALUES Real Market Value Land Real Market Value Structure Real Market Value Total	149,020	THIS YEAR 259,070 180,080 439,150	911 Emergency Service Dist Benton County Benton County Extension Dist Benton County Library Benton County Local Option 2018 Benton County Soil & Water Philomath Fire and Rescue General Government Totals	97.89 479.68 17.40 85.86 195.77 10.88 328.02 1,215.50
Special Assessed Value Assessed Value Exemptions Net Taxable	O 211,187 O 211,187	0 217,523 0 217,523	Bond LinnBenton CC Bonds Philomath SD 17J 2010 LinnBenton CC Bond 2022 Philomath Fire and Rescue Bond Bonds - Other Totals	35.30 490.61 14.03 90.27

TAX COLLECTOR (541)766-6808 ASSESSOR (541)766-6855 WEB SITE: https://www.co.benton.or.us/assessment/

If a mortgage company pays your taxes, this statement is for your records only.

2022 - 2023 TAXES 3,406.04

Full Payment with 2/3 Payment with 1/3 Payment with 3% Discount 2% Discount No Discount 3,303.86 2,225.28 1,135.34

TOTAL TAXES OUTSTANDING 3,406.04
TOTAL TAX (After Discount) 3,303.86

Cut Here PLEASE RETURN THIS PORTION WITH YOUR PAYMENT Cut Here

ACCOUNT NUMBER: 281695 INCLUDES DELINQUENT TAXES OWING, IF ANY

Full Paymentit paid by:	11/15/2022	3,303.86
or 2/3 Paymentif paid by:	11/15/2022, with final 1/3 due 05/15/2023	2,225.28
or 1/3 PaymentDue:	11/15/2022, 02/15/2023, 05/15/2023	1,135.34

Enter Payment Amount

This on-line tax statement reflects the information on the account as of October 1, 2022. This tax statement does not reflect any payments or value corrections made on your account after that date. If you have made a payment on your property tax account after October 1, 2022, please contact our office at (541) 766-6808 between the hours of 8:00 am and 5:00 pm, Monday through Friday for the correct amount owing. You may also contact us via the internet at https://www.co.benton.or.us/webform/contact-us.

Please make checks payable to: Benton County Tax Collector PO Box 964 Corvallis, OR 97339-0964 RECORDING REQUESTED BY:



400 SW 4th St, Ste 100 Corvallis, OR 97333

GRANTOR'S NAME:

Margarita Antonia Legg

GRANTEE'S NAME:

Margarita A. Legg and Brandon Joseph Graves

AFTER RECORDING RETURN TO:

Margarita A. Legg 24220 Gellatly Way Phitomath, OR 97370

SEND TAX STATEMENTS TO:

Margarita A. Legg 24220 Gellatly Way Philomath, OR 97370

281695 and 12615B000707 24220 Gellatly Way, Philomath, OR 97370 BENTON COUNTY, OREGON 2021-610101

DE-BS Stn=53 LH

03/23/2021 02:44:38 PM

\$10.00 \$11.00 \$10.00 \$62.00 \$20.00

\$113.00

I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

James V. Morales - County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BARGAIN AND SALE DEED - STATUTORY FORM

(INDIVIDUAL or CORPORATION)

Margarita Antonia Legg, Grantor, conveys to

Margarita A. Legg and Brandon Joseph Graves, not as tenants in common, but with the rights of survivorship, Grantee, the following described real property, situated in the County of Benton, State of Oregon,

Parcel 1, of PARTITION PLAT NO. 1990-01, recorded February 1, 1990, in Benton County, Oregon.

The true consideration for this conveyance is \$0.00 - to amend vesting. (See ORS 93.030).

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.

BARGAIN AND SALE DEED - STATUTORY FORM

(continued)

IN WITNESS WHEREOF, the undersigned have executed	this document on the date(s) set forth below.
Dated: 3-18-2021	
Margarita Antonia Legg	
State of OREGON	
County of Penton	
This instrument was acknowledged before me on3\1	9)21 by Margarita Antonia Legg
addomin !	
My Commission Expires:	OFFICIAL STAMP CAITLIN L SCOTT NOTARY PUBLIC-OREGON COMMISSION NO. 978235 MY COMMISSION EXPIRES AUGUST 15, 2022

Preliminary Title Report

Report Provided by Fidelity National Title





Preliminary Report

Fidelity National Title - Oregon 317 1st Ave. W, Ste 100, Albany, OR 97321 Escrow Officer: Tara Riesterer Email: TeamTara@fnf.com Phone: (541)924-0767 File No.: 60222302135

Property Address: 24220 Gellatly Way, Philomath, OR 97370

Introducing LiveLOOK

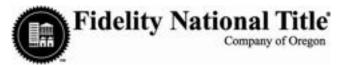
LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

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



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.

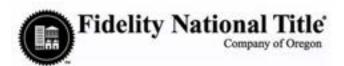
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

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

Randy Leeper

Kandell S. Seeple Jr.



317 1st Ave. W, Ste 100, Albany, OR 97321 (541)924-0767 FAX (866)220-1228

PRELIMINARY REPORT

ESCROW OFFICER: Tara Riesterer

ORDER NO.: 60222302135

TeamTara@fnf.com (541)924-0767

TITLE OFFICER: Janie Stone and Tina Turner

TO: Fidelity National Title Company of Oregon

317 1st Ave. W, Ste 100 Albany, OR 97321

ESCROW LICENSE NO.: 200210046 **OWNER/SELLER:** Margarita Legg **BUYER/BORROWER:** TBD, buyer-to-come

PROPERTY ADDRESS: 24220 Gellatly Way, Philomath, OR 97370

EFFECTIVE DATE: April 28, 2023, 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 Owner's Policy 2021	\$ TBD	\$	TBD
Owner's Standard (Short Term Rate)			
OTIRO Endorsement No. 110		\$	0.00
ALTA Loan Policy 2021	\$ TBD	\$	TBD
Extended Lender's			
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$	100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$	0.00
OTIRO 208.1 - Environmental Protection Lien (ALTA 8.1 - 2021)		\$	0.00

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:

Margarita A. Legg and Brandon Joseph Graves, not as tenants in common, but with the right of survivorship

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

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

EXHIBIT "A"

Legal Description

Parcel I, of PARTITION PLAT NO. 1990-01, recorded February 1, 1990, in Benton County, Oregon.

Printed: 05.09.23 @ 03:02 PM OR----SPS1-23-60222302135 Preliminary Report

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

GENERAL EXCEPTIONS:

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

SPECIFIC ITEMS AND EXCEPTIONS:

6. Restrictive Covenant, including the terms and provisions thereof,

> Recording Date: November 24, 1981

Recording No.: M-33916-81

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

Granted to: Consumers Power, Inc., an Oregon corporation

Electrical, telephone and related transmission and distribution lines Purpose:

August 16, 1990 Recording Date: Recording No: M-126236-90

Affects: Reference is hereby made to said document for full particulars

Covenant Regarding Mobile Home, including the terms and provisions thereof, 8.

Recording Date: August 13, 2004 Recording No.: 2004-372485

9. A manufactured home situated on the subject land is classified as real property, as disclosed by document:

Recording Date: December 1, 2004 Recording No: 2004-377648

Preliminary Report Printed: 05.09.23 @ 03:02 PM

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

> Amount: \$204.500.00 Dated: March 18, 2021

Trustor/Grantor: Margarita A. Legg and Brandon Joseph Graves, not as tenants in common, but with

the right of survivorship

Trustee: Ticor Title

Oregon State Credit Union Beneficiary:

310801 Loan No.:

Recording Date: March 23, 2021 Recording No.: 2021-610102

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

11. 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.

12. 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.

ADDITIONAL REQUIREMENTS/NOTES:

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

> Fiscal Year: 2022-2023 Amount: \$3,406.04 Levy Code: 1704 Account No.: 281695

Map No.: 12615B000707

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. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- Note: The State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 C. 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.

Preliminary Report Printed: 05.09.23 @ 03:02 PM

D. 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.

- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- F. 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.
- 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. 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.
- THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING I. 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.

J. Recording Charge (Per Document) is the following:

First Page	Each Additional Page
\$86.00	\$5.00
\$108.00	\$5.00
\$91.00	\$5.00
\$105.00	\$5.00
	\$86.00 \$108.00 \$91.00

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

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

Portland Title Group Attn: Recorder

1455 SW Broadway, Suite 1400

Portland, OR. 97201

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.

Preliminary Report Printed: 05.09.23 @ 03:02 PM OR----SPS1-23-60222302135

L. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:

Fiscal Year: July 1st through June 30th

Taxes become a lien on real property, but are not yet payable:

July 1st

Taxes become certified and payable (approximately on this date):

October 15th

First one third payment of taxes is due:

Second one third payment of taxes is due:

February 15th

Final payment of taxes is due:

May 15th

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

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

EXHIBIT ONE

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:
 - the occupancy, use, or enjoyment of the Land;
 - 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.
 - the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or C. 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;
 - 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.
- 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.
- 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;
 - voidable transfer under the Uniform Voidable Transactions Act; or
 - preferential transfer:
 - to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - 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.
- 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 ossession 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.

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
 - the occupancy, use, or enjoyment of the Land;
 - 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
 - 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;
 - 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
 - voidable transfer under the Uniform Voidable Transactions Act; or
 - preferential transfer:
 - 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.
- 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. 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
- 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.

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:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to hilding 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.
- 3. 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 the 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.
- 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:

- 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.
- 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 (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.
- 3. 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
- 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 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.
- 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.



WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

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

<u>Cookies</u>. 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.

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

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

<u>Links to Other Sites</u>. 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 affiliated or 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 affiliated or nonaffiliated third parties 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 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

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.

<u>For California Residents</u>: 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.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: aginquiries@ag.state.nv.us.

<u>For Oregon Residents</u>: 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.

<u>For Vermont Residents</u>: 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.

<u>For Virginia Residents</u>: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> 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 or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

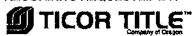
Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer

N.W.1/4 SEC.15 T.12S. R.6W. W.M. BENTON COUNTY

1" = 200'



RECORDING REQUESTED BY:



400 SW 4th St, Ste 100 Corvallis, OR 97333

GRANTOR'S NAME:

Margarita Antonia Legg

GRANTEE'S NAME:

Margarita A. Legg and Brandon Joseph Graves

AFTER RECORDING RETURN TO:

Margarita A. Legg 24220 Gellatly Way Philomath, OR 97370

SEND TAX STATEMENTS TO:

Margarita A. Legg 24220 Gellatly Way Philomath, OR 97370

281695 and 126158000707 24220 Gellatly Way, Philomath, OR 97370 BENTON COUNTY, OREGON 2021-610101

DE-BS

Stn=53 LH

03/23/2021 02:44:38 PM

\$10,00 \$11,00 \$10,00 \$62,00 \$20,00

\$113.00

I, James V, Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

James V. Morales - County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BARGAIN AND SALE DEED - STATUTORY FORM

(INDIVIDUAL or CORPORATION)

Margarita Antonia Legg, Grantor, conveys to

Margarita A. Legg and Brandon Joseph Graves, not as tenants in common, but with the rights of survivorship, Grantee, the following described real property, situated in the County of Benton, State of Oregon,

Parcel 1, of PARTITION PLAT NO. 1990-01, recorded February 1, 1990, in Benton County, Oregon.

The true consideration for this conveyance is \$0.00 - to amend vesting. (See ORS 93.030).

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.

BARGAIN AND SALE DEED - STATUTORY FORM

(continued)

	IN WITHESS WHEREOF, the undersigned have executed this document on the date(s) set forth below
	Dated: 3-18-2021
	Margarita Antonia Legg
	State of OREGON
	County of Penton
	This instrument was acknowledged before me on 310121 by Margarita Antonia Legg
(alla della d
\	My Commission Expires: OFFICIAL STAMP CAITLIN L SCOTT NOTARY PUBLIC-OREGON COMMISSION NO. 978235
	MY COMMISSION EXPIRES AUGUST 15, 2022

Soil Report





KELLERWILLIAMS
KELLERWILLIAMS
KELLERWILLIAMS
KELLERWILLIAMS
KELLERWILLIAMS
KELLERWILLIAMS
KELLERWILLIAMS
KELLERWILLIAMS





| Boundary 2.02 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
60	Dixonville-Gellatly-Witham complex, 2 to 12 percent slopes	1.6	79.21	0	76	3e
2	Abiqua silty clay loam, 3 to 5 percent slopes	0.42	20.79	0	87	2e
TOTALS		2.02(*	100%	1	78.29	2.79

^(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water

Well





KWMID-WILLAMETTE LAND

KELLERWILLIAMS

KELLERWILLIAMS

INTERNATIONAL

STATE OF OREGON WATER SUPPLY WELL REPORT

BENT 54595

(ORS 537.765 & OAR 690-205-0210)

Instructions for completing this report are on the last page of this form.

WELL LABEL # L /09926 START CARD # 208858 ORIGINAL LOG#-

(1) LA First Na	ime _	L	٩٢	- Y_			Name _	•	ig_	•		(9) LOCATION OF WELL (legal description) County Berlon Twp 1Z N of Range 6 E of	₩ W.M
Address City	a	24	22	20 HL		60	//a+/; State_	Selve	2-¥ Zin	973	70	Sec 15 SE 1/4 of the UE 1/4 Tax Lot 707	
(2) TY Alte (2a) Pl	PE (OF V	VOI nple ERA	RK te Sect	ions	New 2a & 10	☐ Conve	rsion	☐ Deep	ening lete Sect		Tax Map Number	
Seal M Casing				-		<u>▶</u> □ Pla	atia F	7 Other					
Casing			•				ing Dian				······································		WL (ft)
• •						•	Air 🔲 I Rotary 📮	-		_		Completed Well Flowing Artesian? Yes Dry Hole? Yes	
☐ Indu ☐ Ther (5) BO	istrial rmal	/Com	mer Æ (cial CONS	TR	Livestock Other UCTIO	Irr De N Special	watering	Injo			WATER BEARING ZONES Depth water was first found SWL Date From To Est Flow SWL (psi) + SV 9-8-/2 3	WL (ft)
Depuiro		RE H			37	11.	Бресіа ї	SEA		(attach t	сору)		
Dia	F	rom	1	То	_	Mate		From	To A	Amount	Sck /lbs	(11) WELL LOG Ground Elevation	
10	-6	inch		0		Benton		bind.	0			Material From	То
- Cothe	er						В			_		wen at	
Backfill ilter pa	l plac ack fr	ed fro om _	om _	- 6 /	to_	. to <u>~ [</u> ft.	ft. Ma Material	terial	Siz	ze #	CEI	ED BY OWRD	
Calcula	ted A	mour	ıt Pro	oposec	l to t	e Used:	DRATEI			sacl	ks/lbs	1 2 2012	
(6) CA				R							_	ALEM, OR	
Csng L	inr	Dia 5	+	Fro		То	Gauge	Steel	Plastic	Welded	Thrd		
		<u> </u>		-0,	7.00	71	. 230						
	+		╂	 				-				Date Started 9-8-/Z Completed 9-8-/Z	
							ocation of					(unbonded) Water Well Constructor Certification I certify that the work I performed on the construction, deepening, alt abandonment of this well is in compliance with Oregon water supply wel	
(7) PE						EENS						construction standards. Materials used and information reported above at the best of my knowledge and belief.	re true to
Screens		T	ype				l	Material .				License Number Date	
Perf Se	crn C	sng I	_inr	Scree Dia	- 1	From	То	Screen slot width	Slot	# of slots	Tele/ pipe size	Signed(bonded) Water Well Constructor Certification	
	-								-	<u> </u>	ļ	I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates r	enorted
												above. All work performed during this time is in compliance with Oregon	n water
												supply well construction standards. This report is true to the best of my k and belief.	nowledge
A	Pump			Bailer	•	☐ A		☐ Flo	wing Art			License Number 1753 Date 9-8-12 Signed	
	ld gal	/min	╁	Drawd	lown	n Dril	1 stem/ <u>Pu</u> 35	mp depth	D	uration (hr)		
							Yes By					Contact Info. (optional)	-
Water q Fro		cone	erns To		Yes (describe) Descr	below) T	1	mount	Un	_ppm its		
110	111		10				iption		invullt	CII			