

An aerial photograph of a large farm property. The main house is a two-story building with a dark roof and a large deck. To the left of the house are two large barns, one with a red roof and one with a white roof. The property is surrounded by green fields and large trees. In the background, there is a dense forest of evergreen trees. The sky is blue with some light clouds.

11665 AIRLIE ROAD
M O N M O U T H , O R

PROPERTY SYNOPSIS

LOCATION

Near Hwy 99 and Suver, Structures are placed at the end of a long private driveway

FEATURES

127 acres, 27 acres planted vineyard, 90 tillable acres, pond, orchard

REMARKS

This property is 127 acres total w/ 90 acres tillable, and 27 acres planted in vineyards. The location is tucked away down a half-mile-long paved driveway in a private area with views of the surrounding valley. The property has multiple outbuildings, with the largest being a 120' x 40' shop that comes with a massive 3-ton overhead crane powered by 480 amp service wired for 220 and 110 outlets throughout. The finished 60' x 46' workshop is drywalled, has a heat pump and is wired for all of your projects. The 2nd building has finished studio space, and the 3rd barn has an expansive deck perfect for entertaining.

The various barns and shops are set up for all your projects, tools, toys, and needs!



127 ACRES

- **90 TILLABLE ACRES**
- **27 ACRES IN VINEYARD**
- **POND**
 - **WATER RIGHTS *IN PROGRESS***
 - **1.95 ACRE FEET FOR 1 ACRE FROM POND**
- **ORCHARD**
- **FENCED GARDEN AREA**
- **ASPHALTED DRIVEWAY**



1729 SQFT SINGLE STORY HOME

- **2 BEDROOMS**
- **2 BATHROOMS**
 - **CLAWFOOT TUB**
- **OFFICE**
- **SCREENED IN PORCH**
- **LARGE DECK**



4800 SQFT SHOP

- **3 PHASE POWER**
- **AIR COMPRESSOR**
 - **175 PSI 15 AMP 740 V)**
- **3 TON CRANE**
- **SINK**
- **CONCRETE FLOORS**
- **4 ROLL DOORS**
 - **3 CURRENTLY FUNCTIONAL**
- **CENTRAL DRAIN**



3400 SQFT BARN

- **3 PHASE POWER**
- **CONCRETE FLOORS**
- **LARGE DECK OFF BACK**

2820 SQFT OFFICE & STUDIO SPACE

- 3 PHASE POWER
- 2 OFFICES
 - SINK IN ONE
- CONCRETE AND LAMINATE FLOOR





DETACHED TWO CAR GARAGE

- POWER
- HOUSES WELL PUMP
 - HOME IS ON LUCKIAMUTE COMMUNITY WATER
- STORAGE ROOM

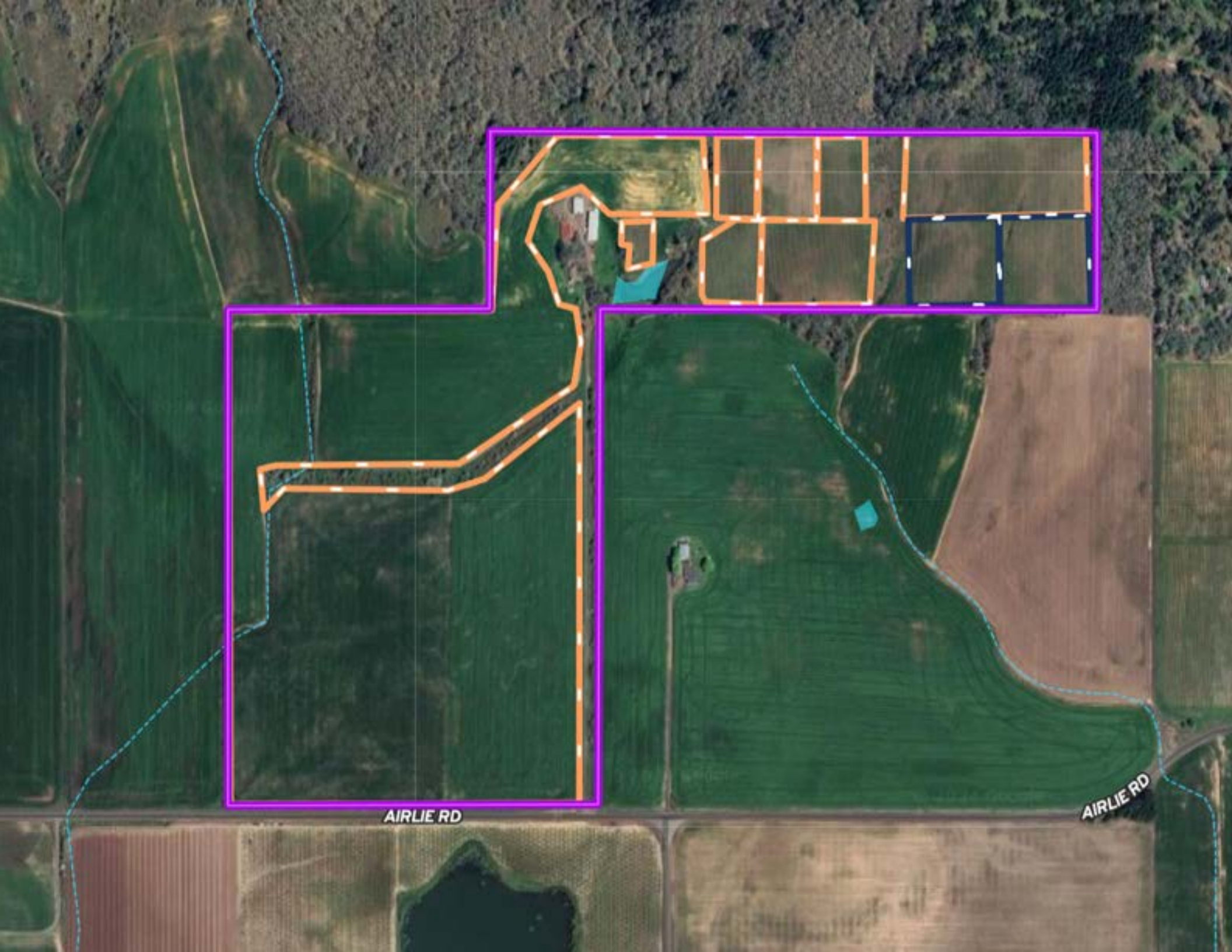
PROPERTY MAPS

PROVIDED BY LAND.ID

*SCAN HERE FOR
INTERACTIVE MAP*



INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



AIRLIE RD

AIRLIE RD



FLOOR PLANS

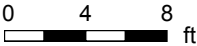
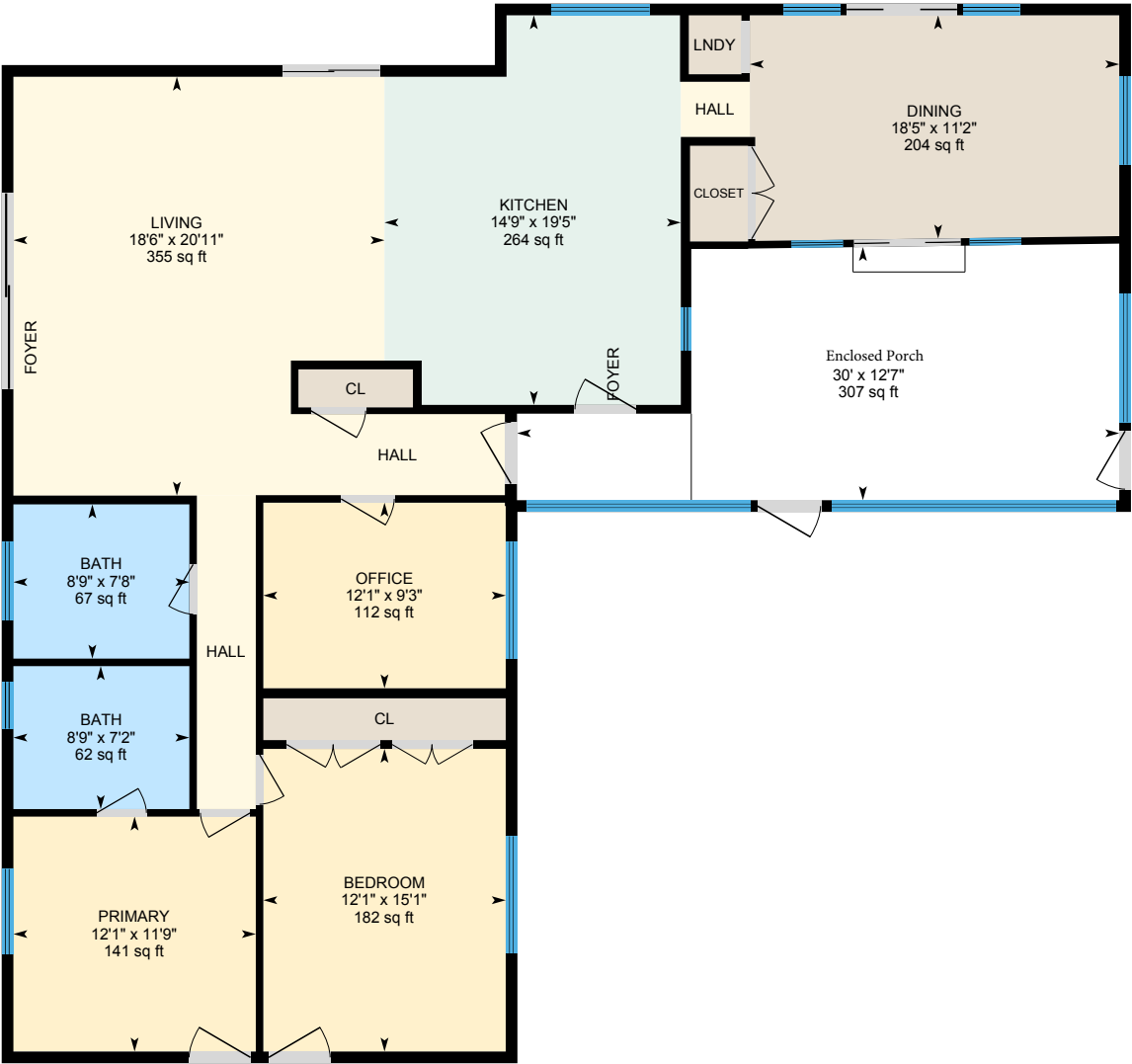
*SCAN HERE FOR
IGUIDE MAP*



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11665 Airlie Rd, Monmouth, OR

House Main Floor Finished Area 1724.62 sq ft
Unfinished Area 332.82 sq ft



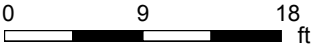
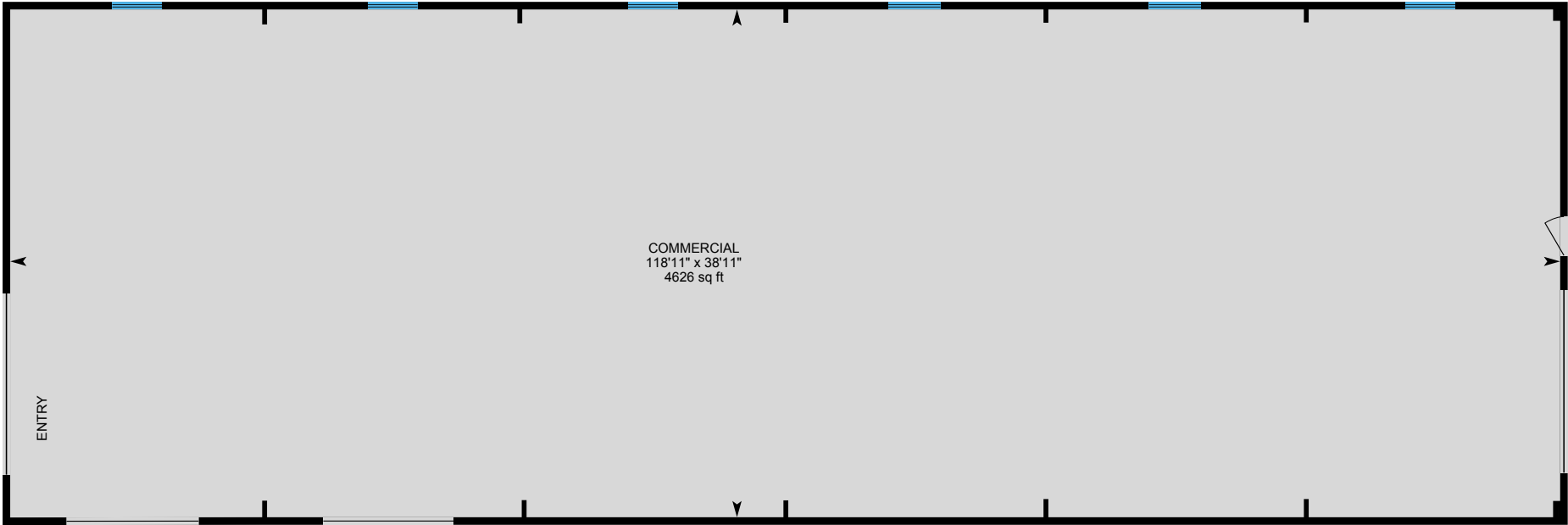
PREPARED: 2024/04/11



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

11665 Airlie Rd, Monmouth, OR

Commercial Building 1 And Land Finished Area 4817.10 sq ft



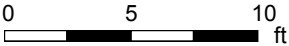
PREPARED: 2024/04/11



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

11665 Airlie Rd, Monmouth, OR

Barn 2 Main Floor Finished Area 2612.10 sq ft



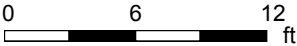
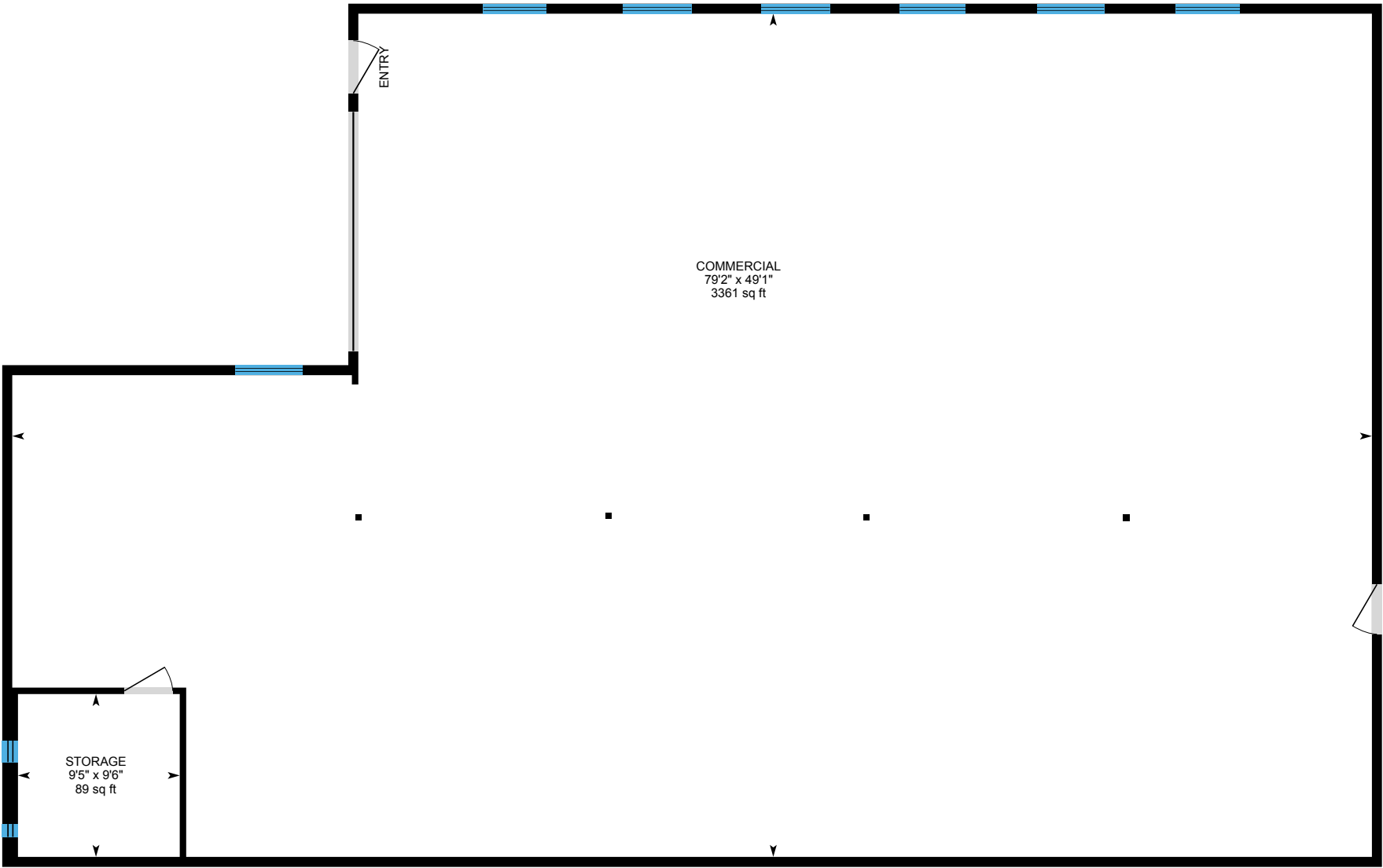
PREPARED: 2024/04/11



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11665 Airlie Rd, Monmouth, OR

Barn 1 Main Floor Unfinished Area 3608.80 sq ft



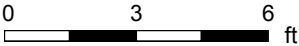
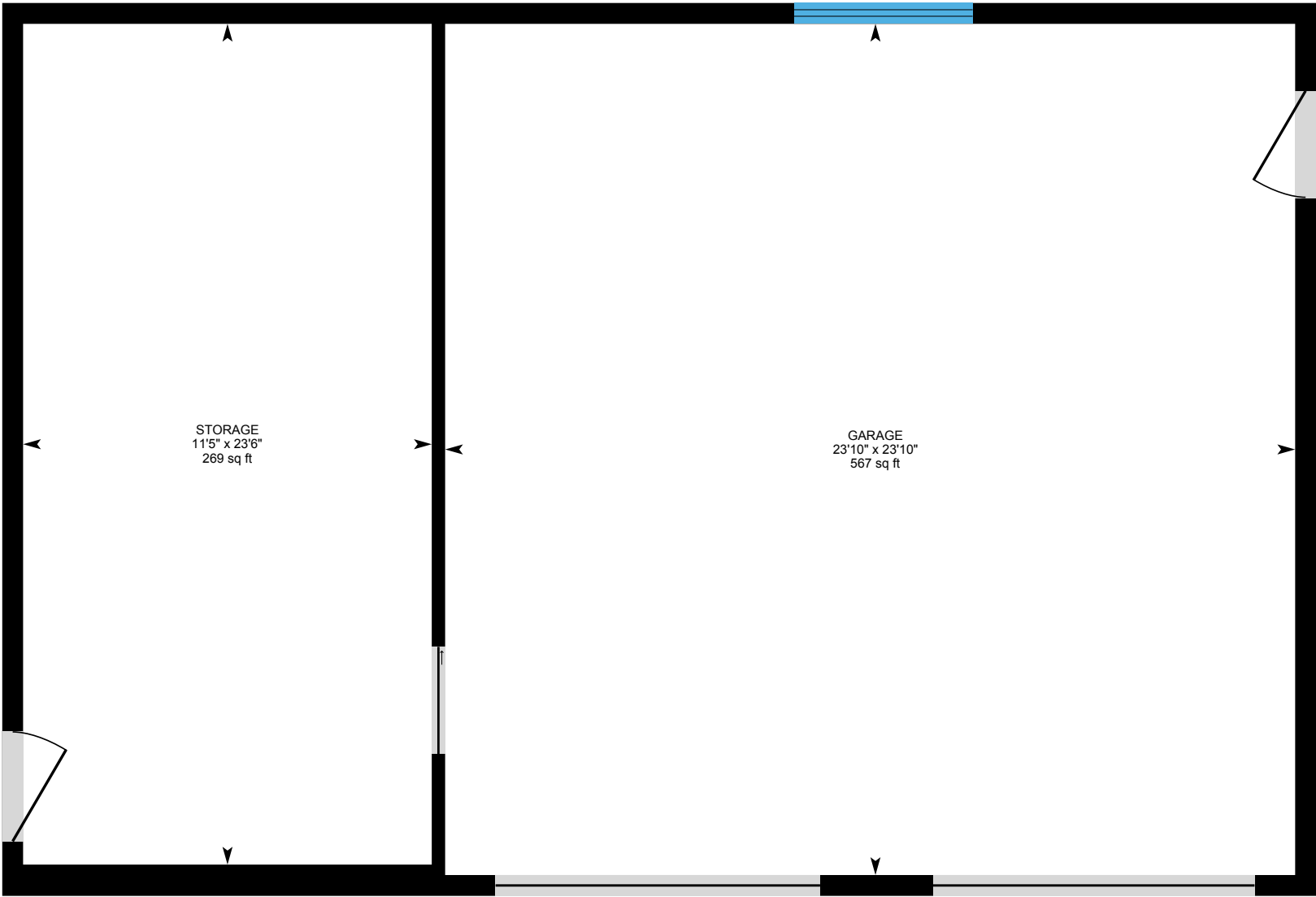
PREPARED: 2024/04/11



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

11665 Airlie Rd, Monmouth, OR

Garage Main Floor Unfinished Area 915.19 sq ft



PREPARED: 2024/04/11



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

11665 Airlie Rd, Monmouth, OR

Property Details

Room Measurements

Only major rooms are listed. Some listed rooms may be excluded from total interior floor area (e.g. garage). Room dimensions are largest length and width; parts of room may be smaller. Room area is not always equal to product of length and width.

Processing

COMMERCIAL BUILDING 1 AND LAND
Commercial: 38'11" x 118'11" | 4626 sq ft

Barn 2

BARN 2 MAIN FLOOR
Commercial: 42'2" x 59'1" | 1528 sq ft
Staff Area: 17'7" x 23' | 405 sq ft
Storage: 17'7" x 29'10" | 524 sq ft

Barn 1

BARN 1 MAIN FLOOR
Commercial: 49'1" x 79'2" | 3361 sq ft
Storage: 9'6" x 9'5" | 89 sq ft

House

HOUSE MAIN FLOOR
Bath: 7'2" x 8'9" | 62 sq ft
Bath: 7'8" x 8'9" | 67 sq ft
Bedroom: 15'1" x 12'1" | 182 sq ft
Dining: 11'2" x 18'5" | 204 sq ft
Kitchen: 19'5" x 14'9" | 264 sq ft
Living: 20'11" x 18'6" | 355 sq ft
Office: 9'3" x 12'1" | 112 sq ft
Primary: 11'9" x 12'1" | 141 sq ft
Sun Room: 12'7" x 30' | 307 sq ft

Garage

Floor Area Information

Floor areas include footprint area of interior walls. All displayed floor areas are rounded to two decimal places. Total area is computed before rounding and may not equal to sum of displayed floor areas.

Processing

COMMERCIAL BUILDING 1 AND LAND
Finished Area: 4817.10 sq ft
Unfinished Area: N/A

Barn 2

BARN 2 MAIN FLOOR
Finished Area: 2612.10 sq ft
Unfinished Area: N/A

Barn 1

BARN 1 MAIN FLOOR
Finished Area: N/A
Unfinished Area: 3608.80 sq ft

House

HOUSE MAIN FLOOR
Finished Area: 1724.62 sq ft
Unfinished Area: 332.82 sq ft

11665 Airlie Rd, Monmouth, OR

Property Details

Room Measurements

GARAGE MAIN FLOOR

Garage: 23'10" x 23'10" | 567 sq ft

Storage: 23'6" x 11'5" | 269 sq ft

Floor Area Information

Garage

GARAGE MAIN FLOOR

Finished Area: N/A

Unfinished Area: 915.19 sq ft

ANSI Z765-2021, Processing

Above Grade Finished Area: 4817.10 sq ft

Above Grade Unfinished Area: N/A

Below Grade Finished Area: N/A

Below Grade Unfinished Area: N/A

ANSI Z765-2021, Barn 2

Above Grade Finished Area: 2612.10 sq ft

Above Grade Unfinished Area: N/A

Below Grade Finished Area: N/A

Below Grade Unfinished Area: N/A

ANSI Z765-2021, Barn 1

Above Grade Finished Area: N/A

Above Grade Unfinished Area: 3608.80 sq ft

Below Grade Finished Area: N/A

Below Grade Unfinished Area: N/A

ANSI Z765-2021, House

Above Grade Finished Area: 1724.62 sq ft

Above Grade Unfinished Area: 332.82 sq ft

Below Grade Finished Area: N/A

Below Grade Unfinished Area: N/A

11665 Airlie Rd, Monmouth, OR

Property Details

Room Measurements

Floor Area Information

ANSI Z765-2021, Garage

Above Grade Finished Area: N/A
Above Grade Unfinished Area: 915.19 sq ft
Below Grade Finished Area: N/A
Below Grade Unfinished Area: N/A

11665 Airlie Rd, Monmouth, OR

iGUIDE Method of Measurement

Definitions

Interior Area is a per floor calculation, made by measuring to the inside surface of the exterior walls. The footprint of all interior walls and staircases is typically included.

Excluded Area is a sum of the area of all rooms (measured to the inside surface of room walls) that are excluded from the Interior Area for a floor and the footprint of corresponding walls. Prescribed area exclusions can vary from region to region. Examples of exclusions are spaces open to below, garages, cold cellars, crawl and reduced height spaces.

Exterior Wall Footprint is the sum of the estimated area of the perimeter wall segments bounding both Interior and Excluded Areas.

Exterior Area is a per floor calculation, made by measuring to the outside surface of the exterior walls and is represented by the sum of the Interior Area and the Exterior Wall Footprint.

Grade is the ground level at the perimeter of the exterior finished surface of a house. A floor is considered to be above grade if its floor level is everywhere above grade.

Total Interior Area is the sum of all Interior Areas.

Total Excluded Area is the sum of all Excluded Areas.

Total Exterior Area is the sum of all Exterior Areas.

Finished Area is a per floor calculation made by adding all enclosed areas in a house that are suitable for year-round use based upon their location, embodying walls, floors, and ceilings and which are similar to the rest of the house. Footprint of walls is attributed to finished area only when the walls are bounding finished areas.

Unfinished Area is a per floor calculation made by adding all enclosed areas that do not meet the criteria for Finished Area. Exceptions are outdoor and non-walkable areas, for example porches or areas open to below. Footprint of walls is attributed to unfinished area only when the walls are exclusively bounding unfinished areas.

Notes

For exterior walls that are adjacent to the outside of the property, where typically only the interior side has measurement data, an estimation of the exterior wall thickness (as directly measured at the property) is used to calculate its footprint. Considerations are not made for varying wall thickness along the perimeter.

Disclaimer

All dimensions and floor areas must be considered approximate and are subject to independent verification.

PDF Floor Plans

A. RECA RMS 2024: Color is used to indicate all included areas. Excluded and not reported areas are shown in white. Walls are always shown in black.

B. ANSI Z765 2021: Color is used to indicate all finished areas. Unfinished and not reported areas are shown in white. Walls are always shown in black.

More Information About the Standards

A. RECA RMS 2024: <https://www.reca.ca/licensees-learners/tools-resources/residential-measurement-standard>

B. ANSI Z765 2021: <https://www.homeinnovation.com/z765>

COUNTY INFORMATION

LIST PACKET (S) PROVIDED THROUGH COUNTY RECORDS

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POLK COUNTY PROPERTY PROFILE INFORMATION

Parcel #: **220204**

Tax Lot: **953500 200**

Owner: Johns, C Thomas

CoOwner: Johns, Jane A

Site: 11665 Airlie Rd

Monmouth OR 97361

Mail: 11665 Airlie Rd

Monmouth OR 97361

Zoning: County-EFU - Exclusive Farm Use Zone

Std Land Use: AFAR - Farms And Crops

Legal:

Twn/Rng/Sec: T:09S R:05W S:35 Q: QQ:



ASSESSMENT & TAX INFORMATION

Market Total: **\$1,536,620.00**

Market Land: **\$1,063,100.00**

Market Impr: **\$473,520.00**

Assessment Year: **2022**

Assessed Total: **\$394,595.00**

Exemption:

Taxes: **\$4,966.85**

Levy Code: 1308

Levy Rate: 12.9607

PROPERTY CHARACTERISTICS

Year Built: 1959

Eff Year Built: 1989

Bedrooms: 2

Bathrooms: 2

of Stories: 1

Total SqFt: 1,729 SqFt

Floor 1 SqFt: 1,729 SqFt

Floor 2 SqFt:

Basement SqFt:

Lot size: 127.00 Acres (5,532,120 SqFt)

Garage SqFt: 864 SqFt

Garage Type:

AC: Yes

Pool:

Heat Source: Forced Air Heat & Cooling

Fireplace: 1

Bldg Condition:

Neighborhood:

Lot:

Block:

Plat/Subdiv:

School Dist: 13J - Central School District

Census: 1045 - 020302

Recreation:

SALE & LOAN INFORMATION

Sale Date: 11/12/2004

Sale Amount:

Document #: 18207

Deed Type: Deed

Loan

Amount: \$250,000.00

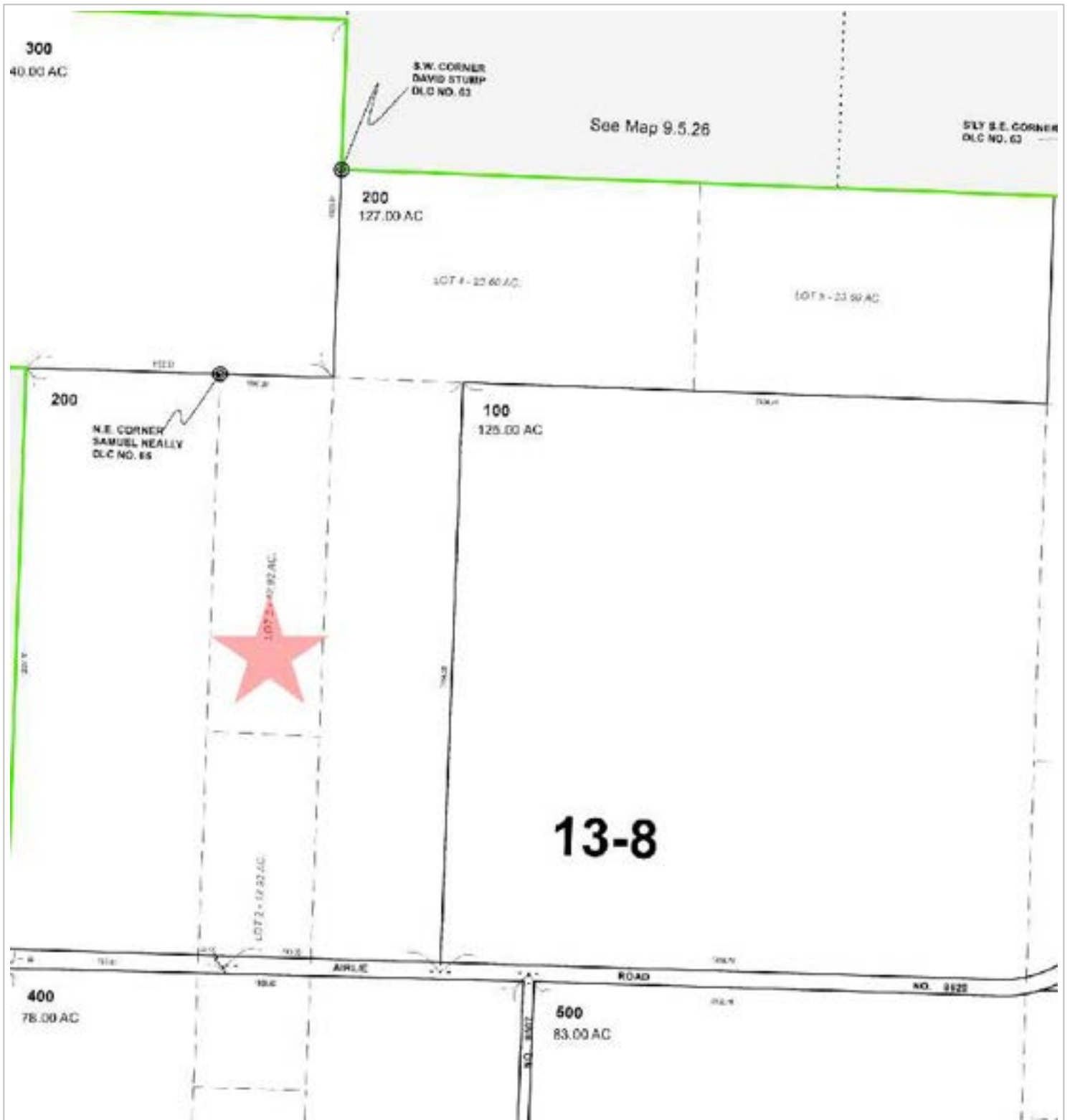
Lender: BANK OF THE CASCADES

Loan Type:

Interest Type: FIX

Title Co: FIDELITY NATIONAL TITLE

Assessor Map



Fidelity National Title

Parcel ID: 220204

Site Address: 11665 Airlie Rd

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

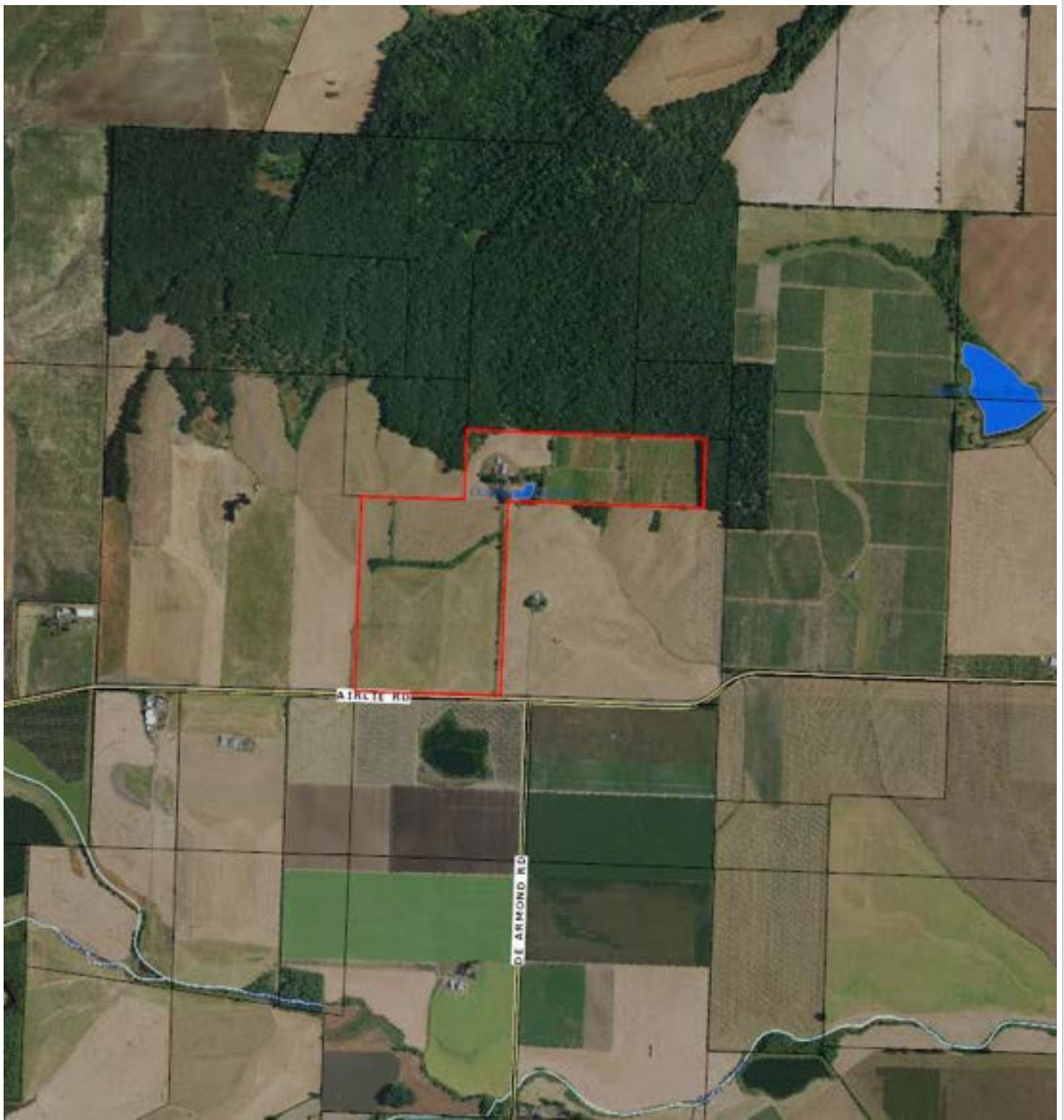


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Site Address: 11665 Airlie Rd

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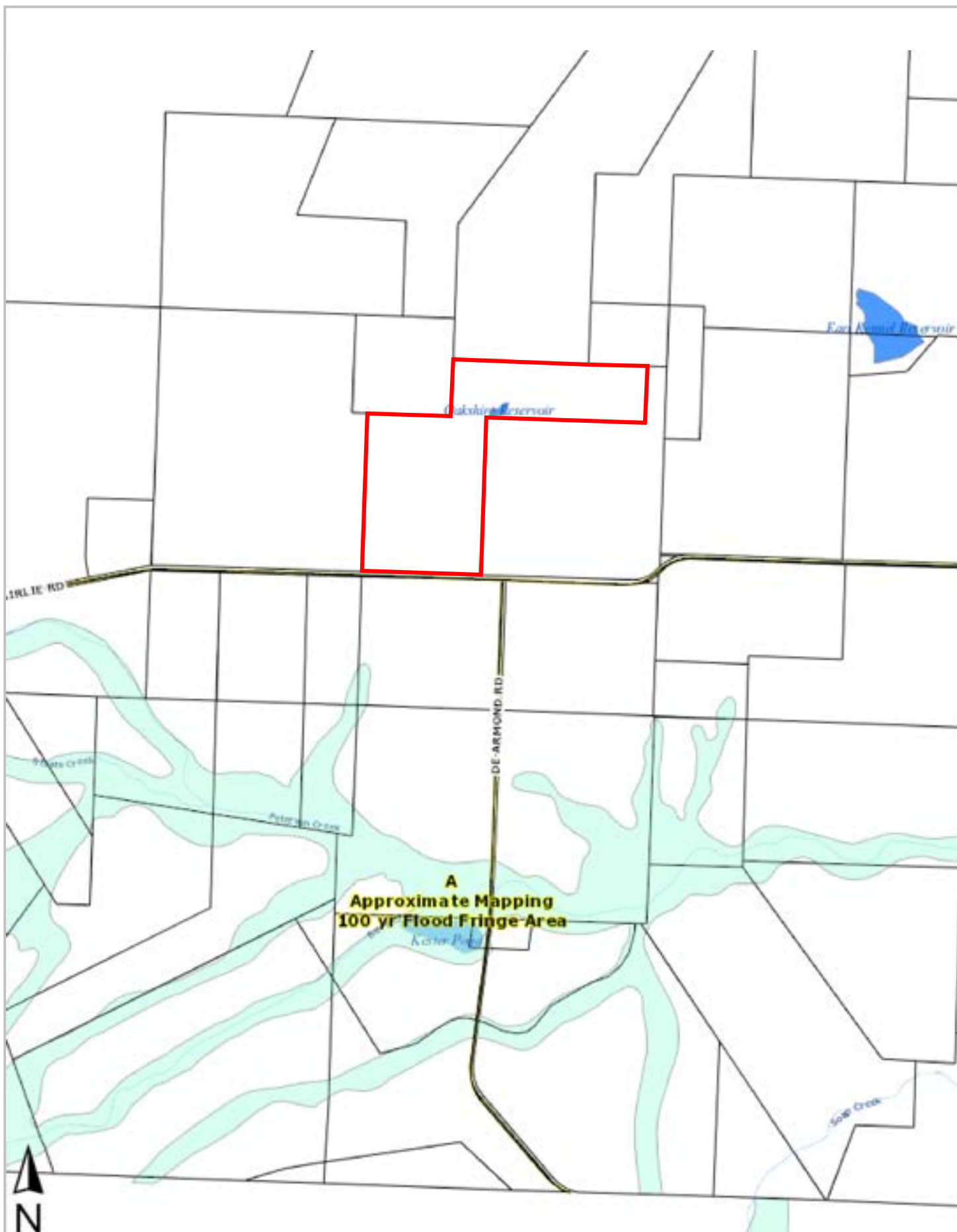
Aerial Map



Fidelity National Title

Parcel ID: 220204

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Fidelity National Title

This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title

POLK County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2022

NOT OFFICIAL VALUE

June 2, 2022 1:02:56 pm

Account # 220204
Map # 095350000200
Code - Tax # 1308-220204

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr See Record

Mailing Name JOHNS C THOMAS & JANE A

Deed Reference # 2004-18207

Agent

Sales Date/Price 11-10-2004 / See Record

In Care Of

Appraiser HEATER, RANDY

Mailing Address 11665 AIRLIE RD
MONMOUTH, OR 97361

Prop Class 551 MA SA NH Unit
RMV Class 501 05 26 000 10259-1

Situs Address(s)	Situs City
ID# 1 11665 AIRLIE RD	MONMOUTH

Code Area	RMV	MAV	Value Summary AV	RMV Exception	CPR %
1308 Land	1,063,100			Land	0
Impr.	473,520			Impr.	0
Code Area Total	1,536,620	624,230	394,595		0
Grand Total	1,536,620	624,230	394,595		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown TD% LS	Size	Land Class	LUC	Trended RMV
1308	1	<input checked="" type="checkbox"/>		EFU	Farm Site	100 A	1.00	B1	006*	11,700
1308	0	<input checked="" type="checkbox"/>		EFU	Farm Use Zoned	100 A	12.50	B3	006*	100,000
1308	0	<input checked="" type="checkbox"/>		EFU	Farm Use Zoned	100 A	48.00	H3	006*	384,000
1308	0	<input checked="" type="checkbox"/>		EFU	Farm Use Zoned	100 A	65.50	H4	006*	524,000
1308					OSD - GOOD - SA	100				40,000
1308	0	<input checked="" type="checkbox"/>		EFU	Pond C - Resource	100 A	0.00	PONDC	006*	3,400
Grand Total							127.00			1,063,100

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
1308	2		300	GP BUILDING	100	2,820		24,360
1308	3		300	GP BUILDING	100	3,400		26,160
1308	4		360	METAL COMPONENT BUIL	100	4,800		107,570
1308	1	1959	141	One story	100	1,729		315,430
Grand Total							12,749	473,520

Code Area	Type	Exemptions/Special Assessments/Potential Liability
NOTATION(S): ■ FARM POT'L ADD'L TAX LIABILITY		

PP Account(s): 1308-31807

Comments: Added to vineyard land schedule for 18. All other land adjustments removed. JM 5/18
For '06, added square feet to house, decks and ashpalt. DS 12/05

STATEMENT OF TAX ACCOUNT
POLK COUNTY TAX COLLECTOR
850 MAIN ST
DALLAS, OREGON 97338-3184
(503) 623-9264

2-Jun-2022

JOHNS C THOMAS & JANE A
11665 AIRLIE RD
MONMOUTH OR 97361

Tax Account #	220204	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1308
Situs Address	11665 AIRLIE RD MONMOUTH OR 97361	Interest To	Jun 15, 2022

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,966.85	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,826.27	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,686.60	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,515.67	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,524.15	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,685.32	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,455.31	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,359.09	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,017.44	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,926.72	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,801.29	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,665.22	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,710.64	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,608.35	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,673.16	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,388.55	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,936.53	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,765.57	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,780.89	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,597.22	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,531.43	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,154.26	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,259.96	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,849.45	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,868.74	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,381.13	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,380.31	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,715.34	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,726.29	Nov 15, 1993
1992	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,981.02	Nov 15, 1992
1991	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,069.59	Nov 15, 1991
1990	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,428.82	Nov 15, 1990
1989	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,158.03	Nov 15, 1989
1988	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,054.73	Nov 15, 1988
Total		\$0.00	\$0.00	\$0.00	\$0.00		

STATEMENT OF TAX ACCOUNT
POLK COUNTY TAX COLLECTOR
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(503) 623-9264

2-Jun-2022

JOHNS C THOMAS & JANE A
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Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
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NN

NO PART OF ANY STEVEN'S-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



Elliott T. Johns

STATE OF OREGON,
County of _____ } ss.

I certify that the within instrument was
received for recording on _____
at _____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/recognition

RECORDED IN POLK COUNTY
Valerie Unger, County Clerk

2004-018207



\$31.00

00120580200400182070020022

11/12/2004 02:13:44 PM

REC-BS Cnt=1 Stn=1 A. CAPTAIN
\$10.00 \$10.00 \$11.00

Grantor's Name and Address

C. Thomas Johns/Jane A. Johns

11665 Airlie Rd

Monmouth, OR 97361

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Same as above

BARGAIN AND SALE DEED - STATUTORY FORM
(INDIVIDUAL GRANTOR)

Elliott T. Johns

conveys to C. Thomas Johns and Jane A. Johns, Grantor,

the following real property situated in Polk County, Oregon, to-wit:

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true consideration for this conveyance is \$ _____ (Here, comply with the requirements of ORS 93.030.)

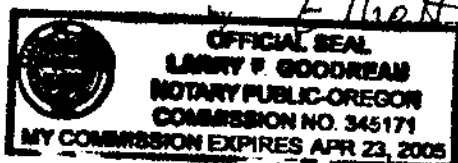
DATED _____

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGU-
LATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPRO-
PRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES
AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST
PRACTICES AS DEFINED IN ORS 30.930.

STATE OF OREGON, County of Marion

This instrument was acknowledged before me on

November 10, 2004.



Notary Public for Oregon

My commission expires

4-23-05

EXHIBIT "A"

Beginning at a point which is 20.00 chains South and 2.96 chains East from the Northwest corner of Section 35, Township 9 South, Range 5 West of the Willamette Meridian, Polk County, Oregon; and running thence South 33.00 chains and 75 links; thence East 12.00 chains and 10 links; thence North 50 links; thence East 12.00 chains and 10 links; thence North 33.00 chains and 25 links; thence West 24.00 chains and 20 links to the place of beginning.

ALSO: Lots Numbered Four (4) and Five (5) in Section 35, Township 9 South, Range 5 West of the Willamette Meridian, Polk County, Oregon.

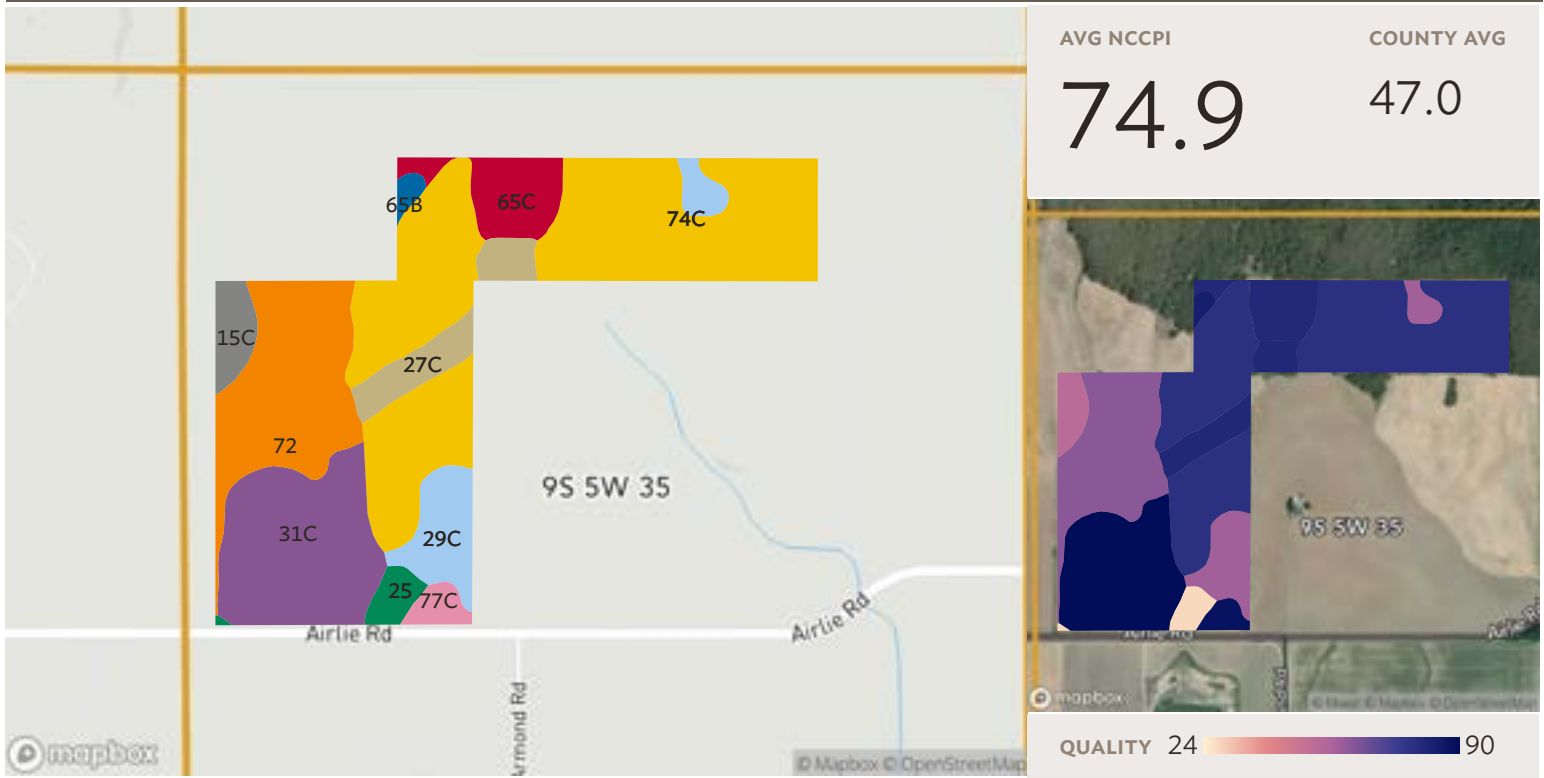
ELEVATION AND SOIL REPORT

PROVIDED BY ACREVALUE

INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.

1 field, 126 acres in Polk County, OR

TOWNSHIP/SECTION 9S 5W - 35



All fields

Source: NRCS Soil Survey

126 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
74C	Willakenzie silty clay loam, 2 to 12 percent slopes	54.06	42.9%	3	77.8
31C	Helvetia silt loam, 0 to 12 percent slopes	21.39	17.0%	2	89.7
72	Waldo silty clay loam	20.91	16.6%	3	62.1
29C	Hazelair silt loam, 3 to 12 percent slopes	8.28	6.6%	4	58.5
65C	Santiam silt loam, 6 to 15 percent slopes	6.95	5.5%	2	80.3
27C	Dupee silt loam, 3 to 12 percent slopes	6.45	5.1%	3	80.5
15C	Chehulpum silt loam, 3 to 12 percent slopes	3.32	2.6%	6	53.1
25	Dayton silt loam	2.17	1.7%	4	27.7
77C	Woodburn silt loam, 3 to 12 percent slopes	1.84	1.5%	2	87.8

1 field, 126 acres in Polk County, OR			TOWNSHIP/SECTION 9S 5W – 35			
■ 65B	Santiam silt loam, 3 to 6 percent slopes	0.78	0.6%	2	83.7	
			126.16		74.9	

VITICULTURE REPORT

PROVIDED BY FIRST AMERICAN

INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



First American Title™

VITICULTURE

**11665 Airlie Rd
Monmouth, OR 97361**

Paige Cochrane

Keller Williams Realty Mid-Willamette
503-930-4760 | oregonfarmandhome@gmail.com

EMAIL cs.oregon@firstam.com | PHONE 503.219.8746





Customer Service Department
Phone: 503.219.8746(TRIO)
Email: cs.oregon@firstam.com
Report Generated: 4/15/2024

Ownership

Legal Owner(s): C Thomas C & Jane Johns
Site Address: 11665 Airlie Rd Monmouth, OR 97361
Mailing Address: 11665 Airlie Rd Monmouth, OR 97361

Parcel #: 95350000200
APN: 220204
County: Polk

Property Characteristics

Bedrooms: 2
Total Bathrooms: 2
Full Bathrooms: 2
Half Bathrooms: 0
Units: 1
Stories: 1.00
Fire Place: Y
Air Conditioning:
Heating Type: Forced air unit
Electric Type:

Year Built: 1959
Building SqFt: 2593
First Floor SqFt: 1729
Basement Sqft: 0
Basment Type:

Lot SqFt: 5532120
Lot Acres: 127.00
Roof Type: Composition
Roof Shape: GABLE
Porch Type:
Building Style:
Garage: Garage
Garage SqFt: 864
Parking Spots: 3
Pool:

Property Information

Land Use: AGRICULTURAL
Improvement Type: Farm land
Legal Description: ONE STORY

Zoning: EFU
School District: Central School
Neighborhood:
Subdivision:

Assessor & Tax

2024 Market Land: \$1,063,100
2024 Market Total: \$1,607,970
2024 Market Structure: \$544,870
2024 Assessed Total: \$418,350

2023 Taxes: \$5,695.13
% Improved: 34
Levy Code:
Millage Rate:

Sale History

Last Sale Date:
Prior Sale Date:

Doc #:
Prior Doc #:

Last Sale Price: \$0
Prior Sale Price: \$0

Mortgage

1st Mortgage Date:
1st Mortgage Type:
2nd Mortgage Type:

Doc #:
1st Mortgage Lender:

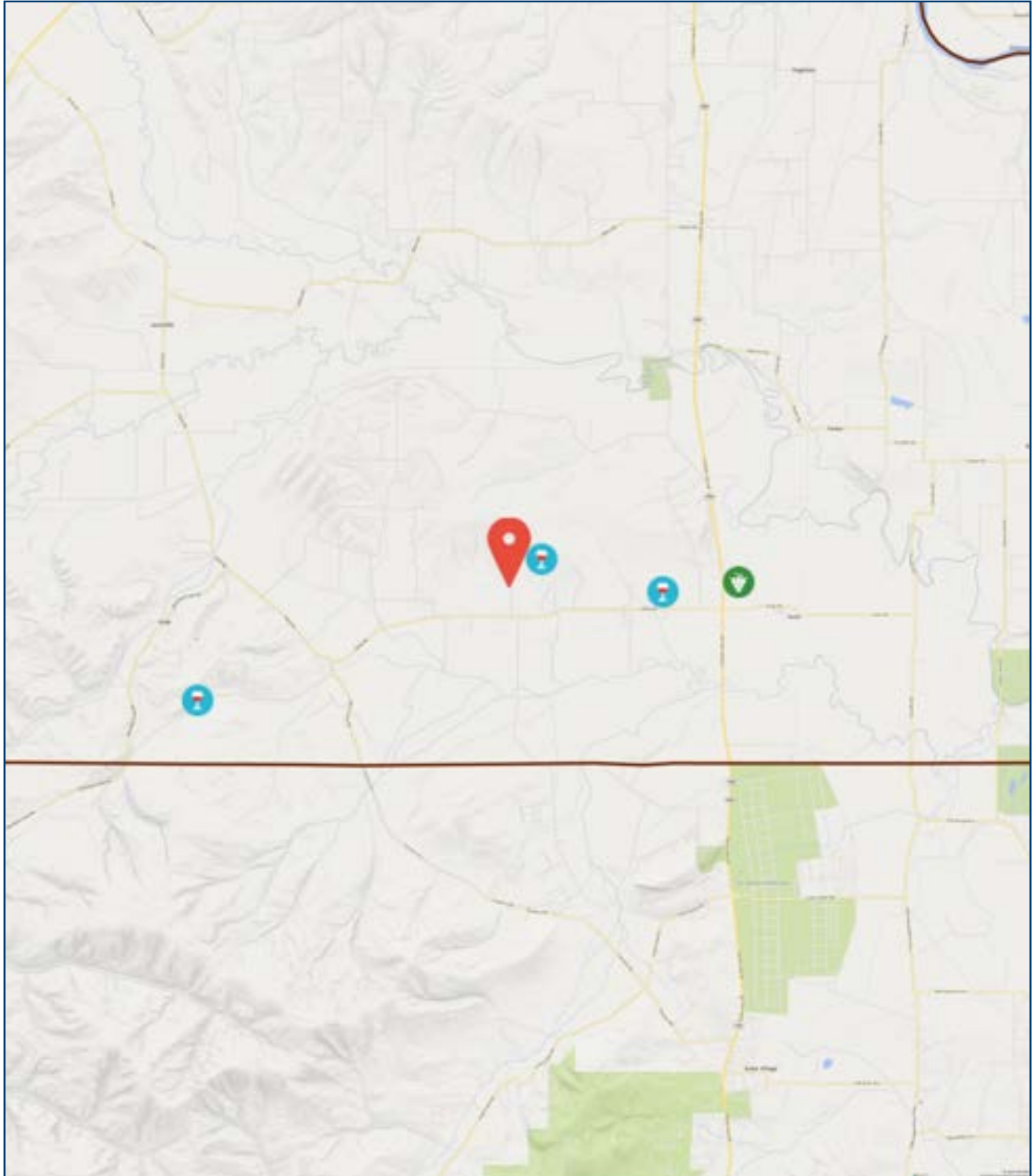
1st Mortgage: \$0
2nd Mortgage: \$0



Viticulture Business Report

Subject: 11665 Airlie Rd Monmouth, OR 97361

Report Generated: 4/15/2024



Subject



3 Wineries



1 Vineyards

Wineries

*within 5 miles

Name	Address	Employee #	Distance (mi)
Emerson Vineyards	Airlie Rd Monmouth, Oregon 97361	2	0.00
Treos Wine	Airlie Rd Monmouth, Oregon 97361	4	0.92
Airlie Winery	Dunn Forest Rd Monmouth, Oregon 97361	4	3.58

Vineyards

*within 5 miles

Name	Address	Employee #	Distance (mi)
Linde Vineyard Supply	S Pacific Hwy W Monmouth, Oregon 97361	5	1.86

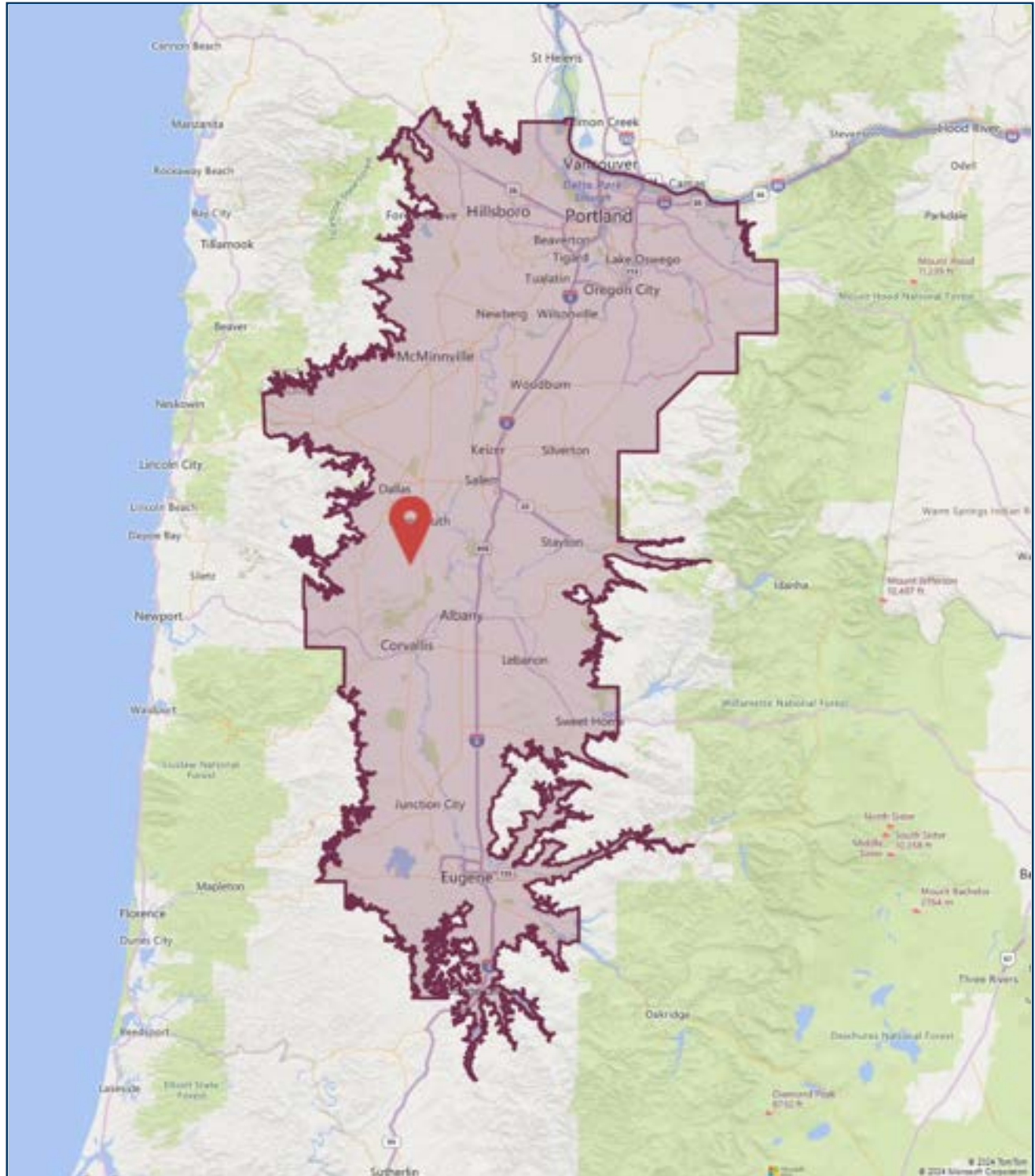


Willamette Valley AVA

Established: 1/21/1983

Total Area: 10,729 SqMi

Report Generated: 4/15/2024



Subject

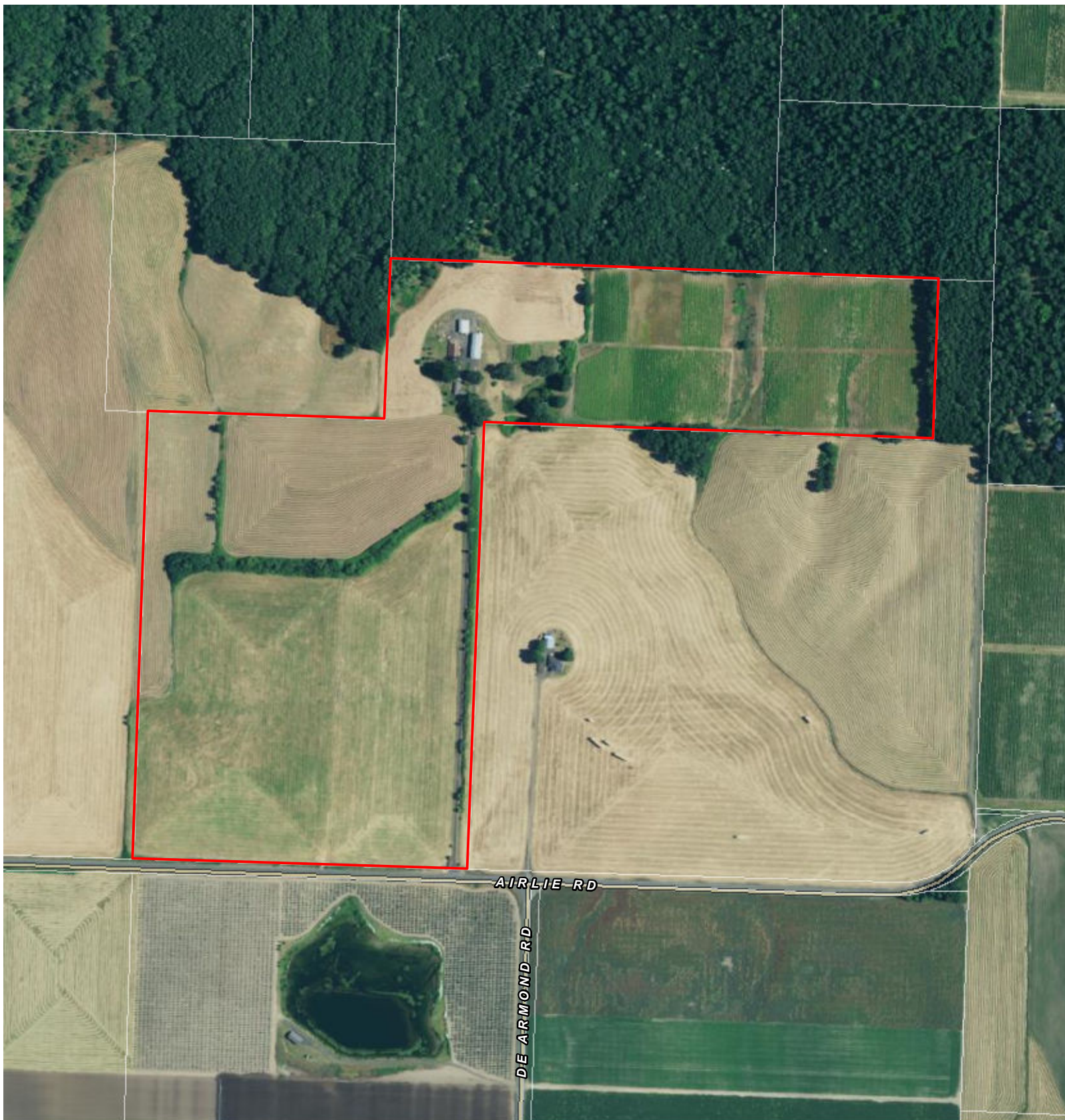


First American Title

2382474

11665 Airlie Rd

Monmouth, OR 97361



Aerial



Subject



Taxlot

4/15/2024

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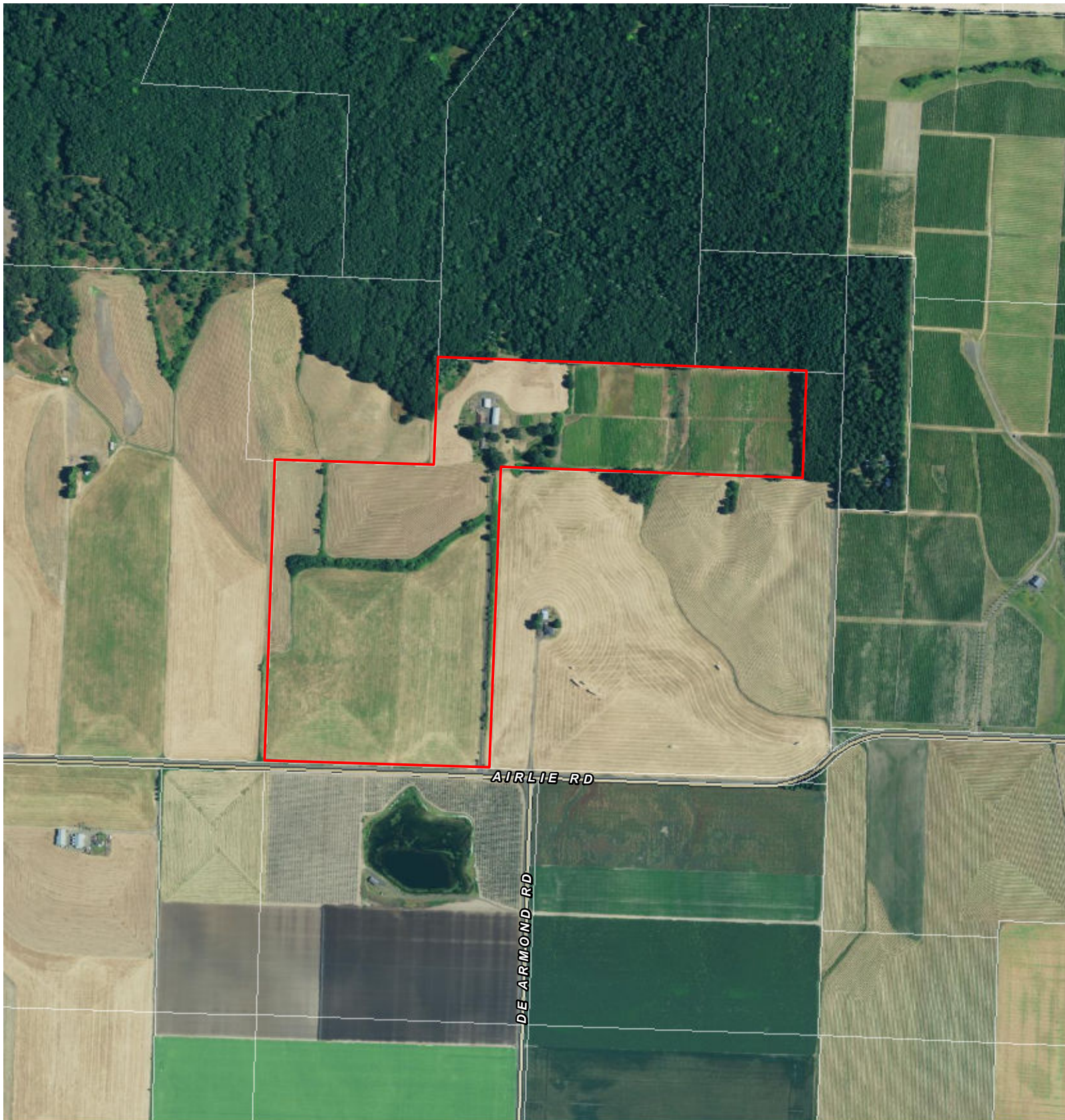


First American Title

2382474

11665 Airlie Rd

Monmouth, OR 97361



Aerial



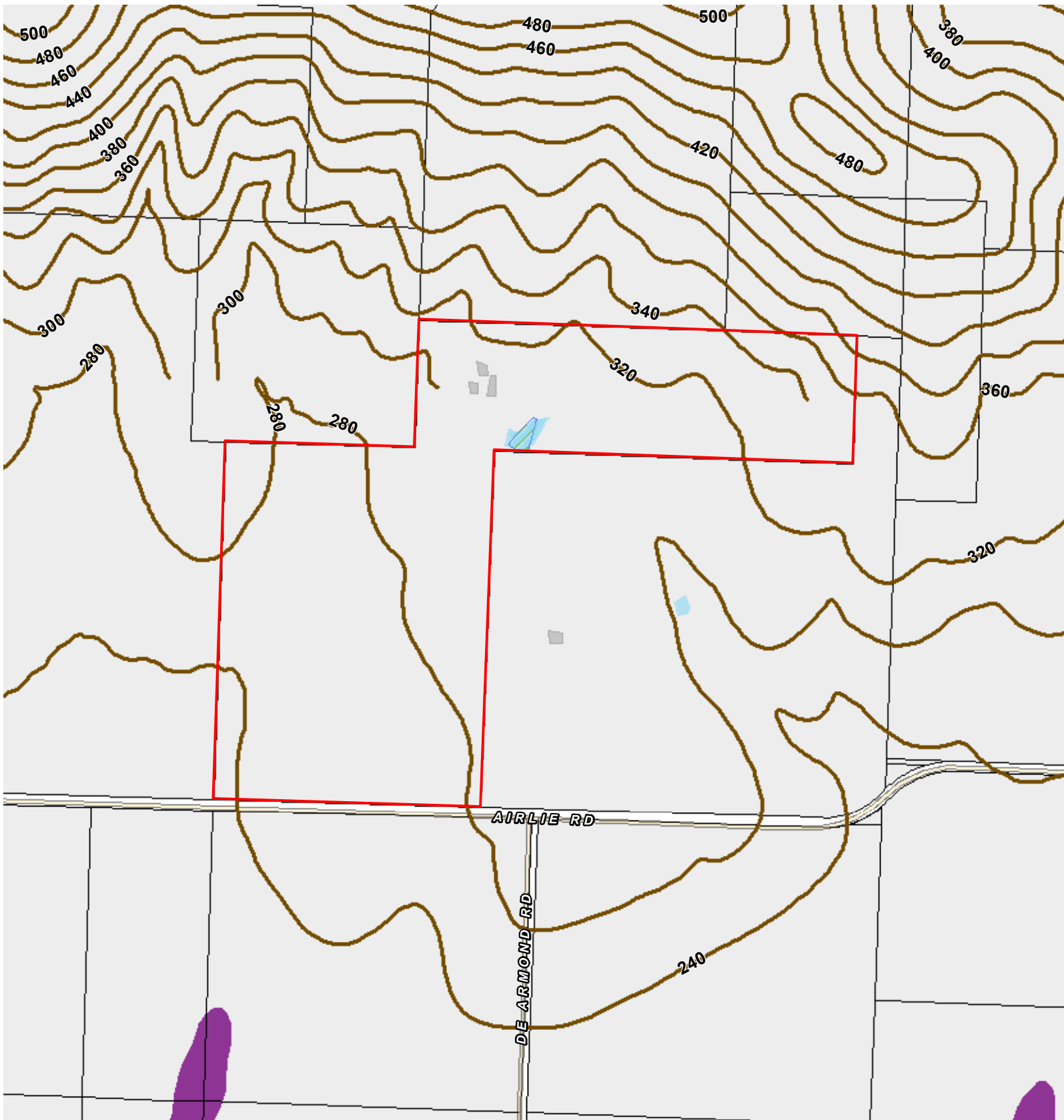
Subject



Taxlot

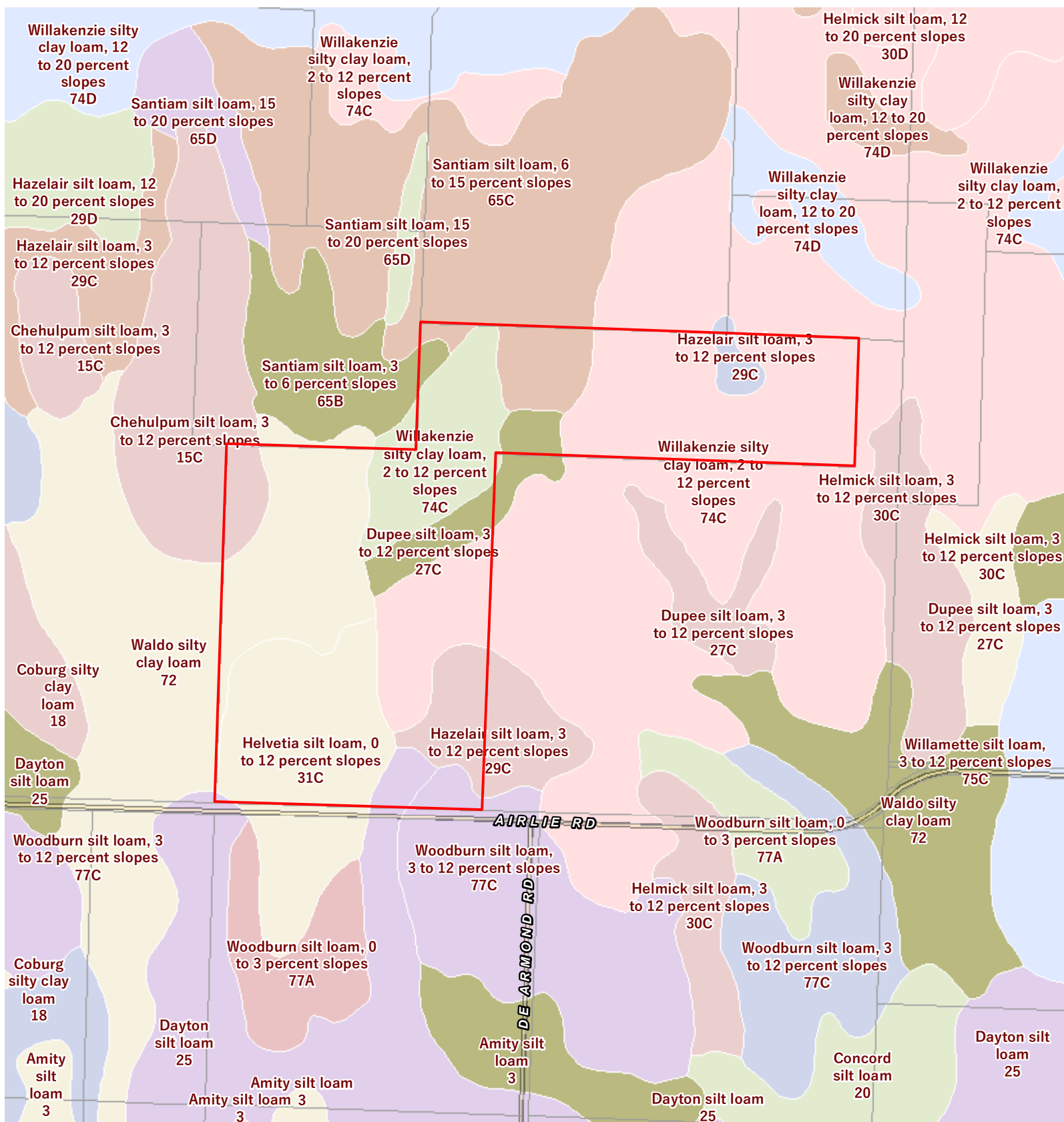
4/15/2024

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Natural Features

- Contour
- 1% Annual Chance Flood
- 0.2% Annual Chance Flood
- Special Floodway
- Wetlands
- Area of Undetermined Flood
- Regulatory Floodway
- Area with Reduced Risk Due to Levee
- Future Conditions 1% Annual Chance Flood Hazard



Soil



Subject



Taxlot

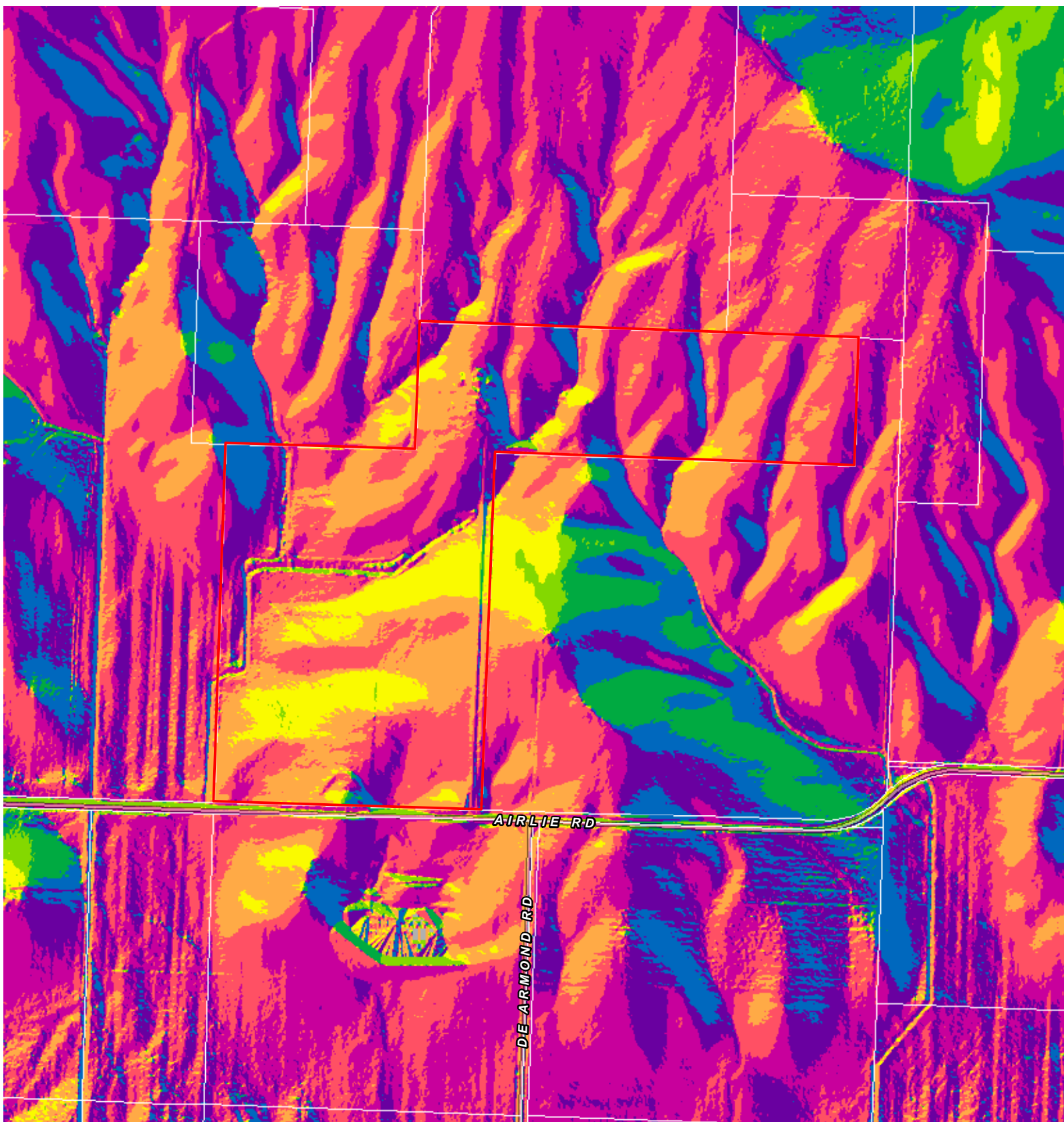


First American Title

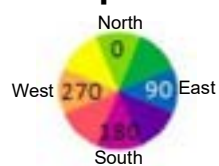
2382474

11665 Airlie Rd

Monmouth, OR 97361

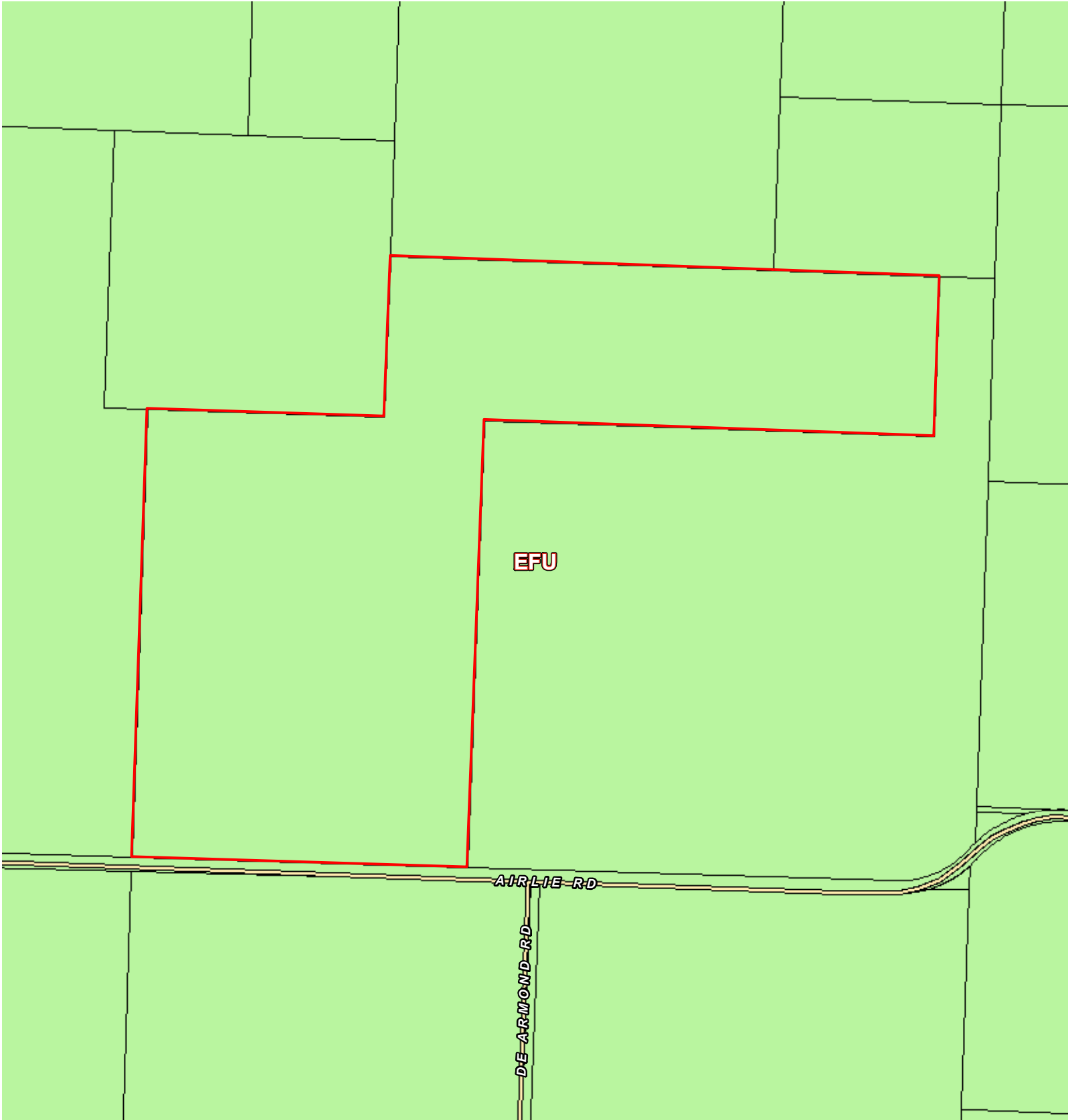


Aspect



4/15/2024

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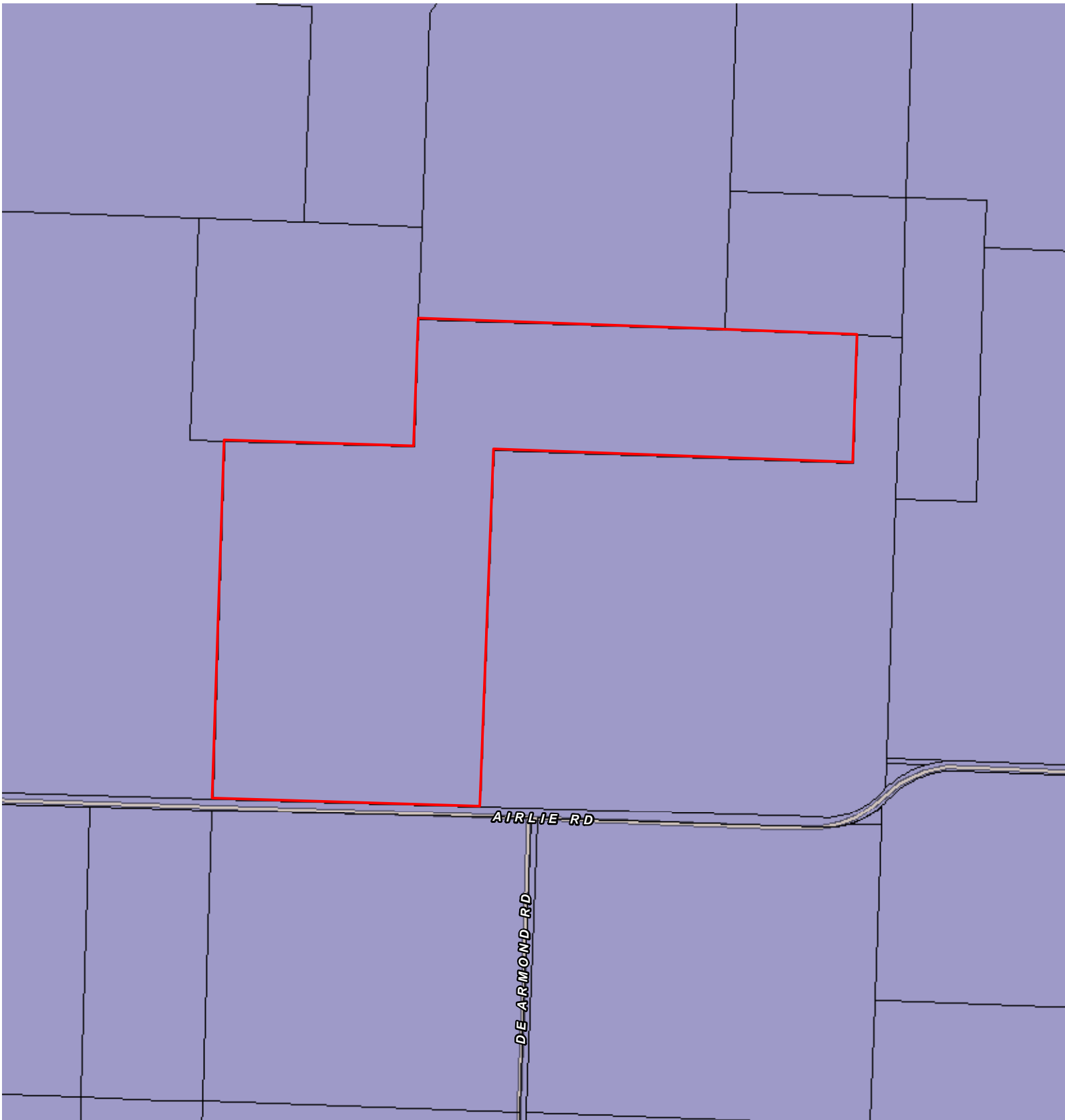
Zoning



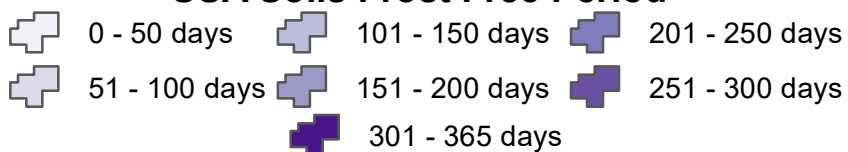
Subject

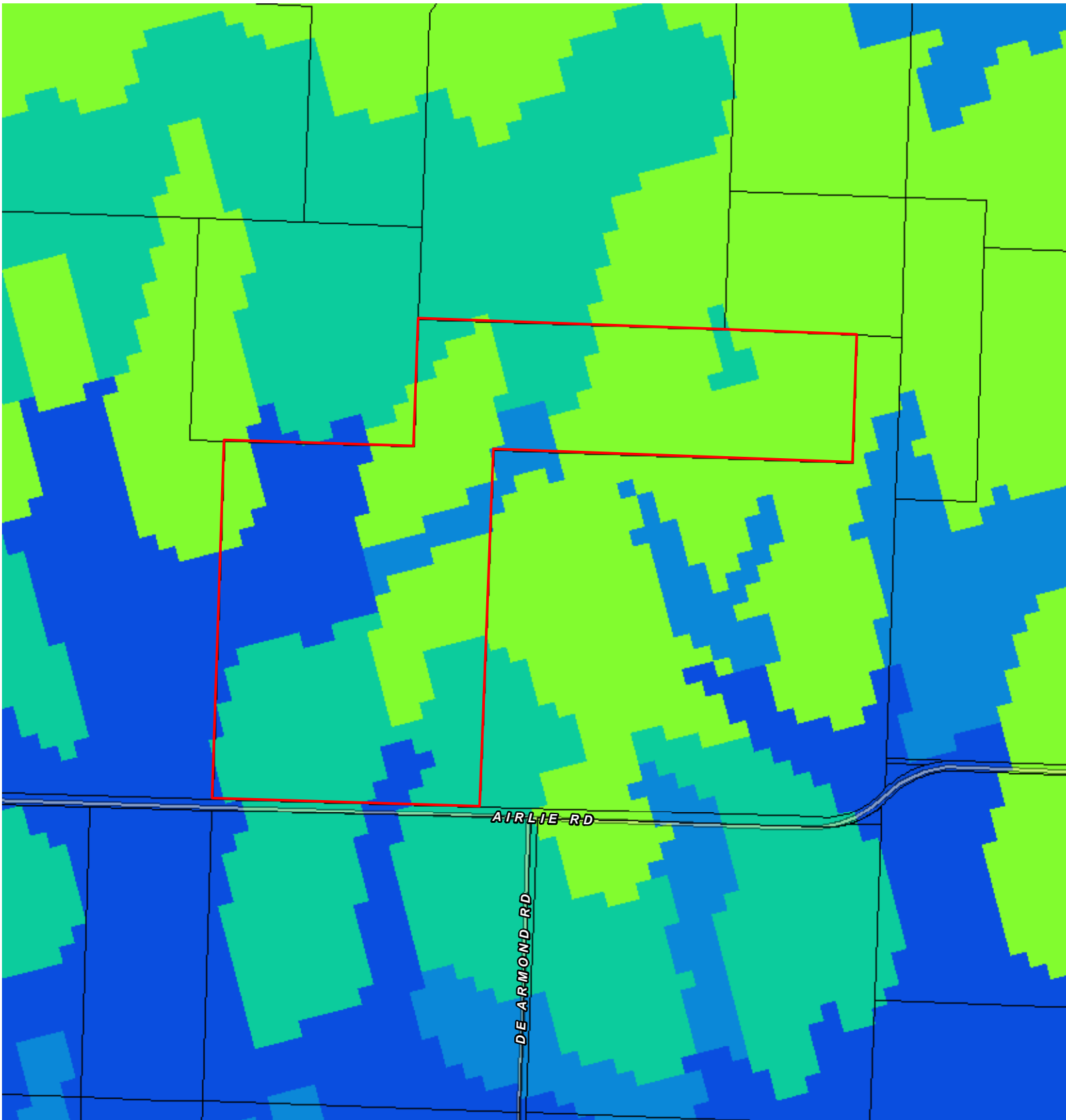


Taxlot

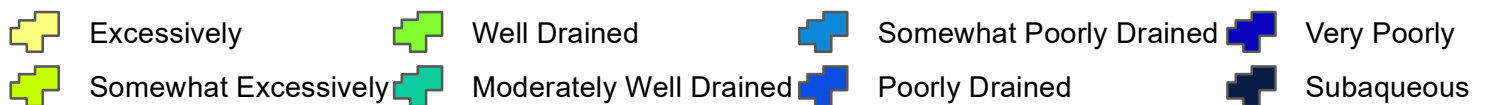


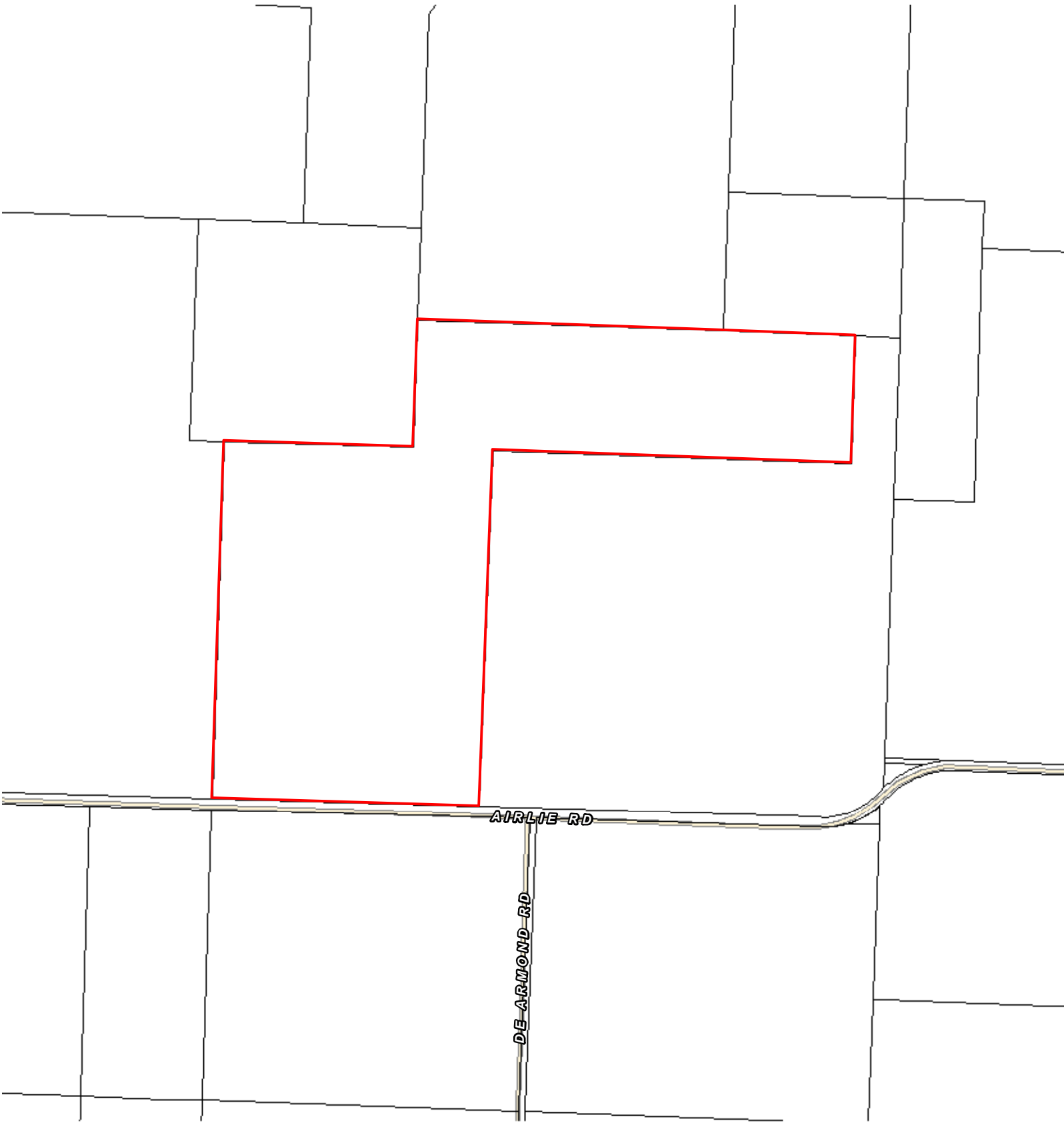
USA Soils Frost Free Period





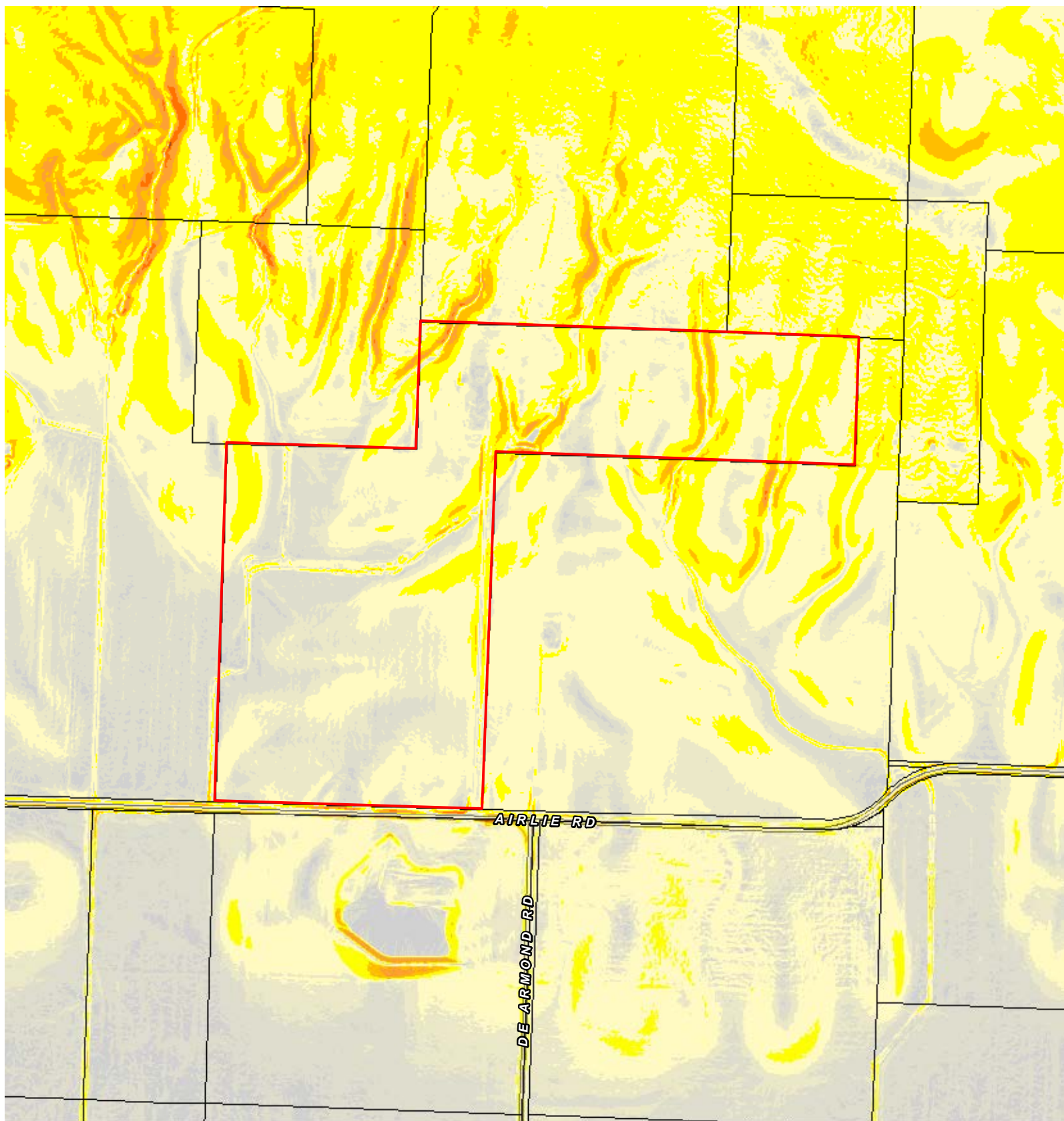
USA Soils Drainage Class





USA Soils Flooding Frequency





Slope



PRELIM TITLE REPORT

PRELIM TITLE REPORT PROVIDED BY FIDELITY

INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



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

A handwritten signature in cursive script that reads "Randy S. Leeper Jr.".

Randy Leeper



Fidelity National Title

Company of Oregon

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

PRELIMINARY REPORT

ESCROW OFFICER: Tara Riesterer
TeamTara@fnf.com
(541)924-0767

ORDER NO.: 60222401090

TITLE OFFICER: Dave Driskill

TO: Fidelity National Title Company of Oregon
317 1st Ave. W, Ste 100
Albany, OR 97321

ESCROW LICENSE NO.: 200210046

OWNER/SELLER: C. Thomas Johns and Jane A. Johns

BUYER/BORROWER: TBD

PROPERTY ADDRESS: 11665 Airlie Road, Monmouth, OR 97361-9621

EFFECTIVE DATE: March 7, 2024, 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	\$ TBD	\$ TBD
Owner's Standard		
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:

C. Thomas Johns and Jane A. Johns, as tenants by the entirety

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

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

EXHIBIT "A"
Legal Description

Beginning at a point which is 20.00 chains South and 2.96 chains East from the Northwest corner of Section 35, Township 9 South, Range 5 West of the Willamette Meridian, Polk County, Oregon; and running thence South 33.00 chains and 75 links; thence East 12.00 chains and 10 links; thence North 50 links; thence East 12.00 chains and 10 links; thence North 33.00 chains and 25 links; thence West 24.00 chains and 20 links to the place of beginning.

ALSO: Lots 4 and 5 in Section 35, Township 9 South, Range 5 West of the Willamette Meridian, Polk County, Oregon.

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.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. The Land has been classified as Farm Use, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
7. Rights of the public to any portion of the Land lying within streets, roads and highways.
8. Reservations, restrictions and warning clause, as contained in that certain deed from the United States of America to Harry Kester, et ux,

Recording Date: January 14, 1948
Recording No.: [Volume 134, Page 78](#)

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

Granted to: Luckiamute Domestic Water Cooperative
Purpose: Water pipelines and related facilities
Recording Date: September 17, 1969
Recording No: [Book 219, Page 407](#)

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

Granted to: Consumers Power, Inc.
Purpose: Right of way
Recording Date: December 13, 1996
Recording No: [Book 327, Page 1414](#)

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

Granted to: Consumers Power, Inc.
Purpose: Electrical, communication and related transmission and distribution lines
Recording Date: August 15, 2008
[Recording No:](#) [2008-010294](#)
Affects: See sketch attached to document for approximate location

12. A mortgage to secure an indebtedness as shown below

Amount: \$698,500.00
Dated: February 18, 2016
Mortgagor: C. Thomas Johns and Jane A. Johns, husband and wife
Mortgagee: ZB, N.A. dba Zions First National Bank
Loan No.: Not disclosed
Recording Date: February 24, 2016
[Recording No:](#) [2016-002129](#)

An assignment of the mortgagee's interest thereunder which names:

Assignee: U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural
Mortgage Corporation programs
Loan No.: 21601056
Recording Date: February 24, 2016
[Recording No:](#) [2016-002134](#)

13. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
14. 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.

15. 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.

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

Fiscal Year: 2023-2024
Amount: \$5,695.13
Levy Code: 1308
Account No.: [220204](#)
Map No.: 09535-00-00200

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. 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.

- C. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

- D. Note: 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.

- E. 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.

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

- 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.

- I. 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.

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

County	First Page	Each Additional Page
Marion	\$86.00	\$5.00
Benton	\$108.00	\$5.00
Polk	\$91.00	\$5.00
Linn	\$105.00	\$5.00

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

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

Portland Title Group
Attn: Recorder
1455 SW Broadway, Suite 1450
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.

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: November 15th

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:
 - 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 December 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

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 these 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.
- To provide reviews and testimonials about our services, with your consent.

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.

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 Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: 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.

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 Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, 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 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.

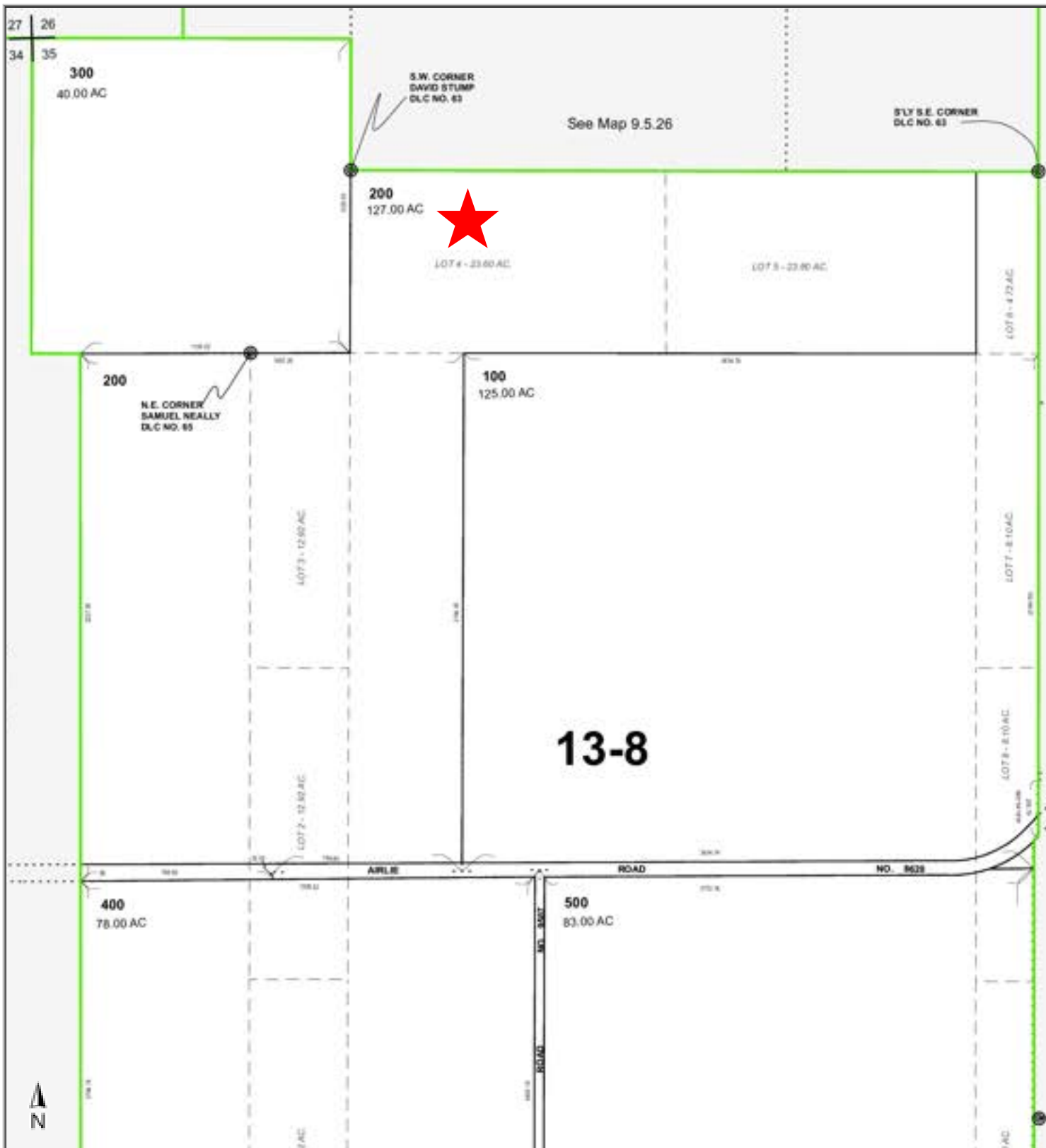
Your Consent To This Privacy Notice; Notice Changes

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 or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) 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



ParcelID: 220204

Tax Account #: 953500 200

11665 Airlie Rd, Monmouth OR 97361

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, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



PAUL
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SCAN ABOVE TO LEARN MORE
ABOUT THE TEAM!



STEVE
HELMS

STEVHELMS@KW.COM
541-979-0118