

1 DAVID P. GARDNER, TRUSTEE  
601 W. Riverside Avenue, Suite 1900  
2 Spokane, WA 99201  
Telephone: (509) 838-6131  
3 [dpg@winstoncashatt.com](mailto:dpg@winstoncashatt.com)  
Chapter 11 Trustee

Judge: Mary Jo Heston  
Chapter: 11  
Hearing Date: May 7, 2019  
Time: 9:00 am  
Place: Vancouver  
Response Date: **21 Days from filing**

5  
6 **UNITED STATES BANKRUPTCY COURT**  
**WESTERN DISTRICT OF WASHINGTON AT TACOMA**

7 In Re:

Case No. 15-41415-MJH

8 MAGAR EDWARD MAGAR,

9  
10 Debtor.

**MOTION FOR ORDER APPROVING SALE  
OF REAL PROPERTY: 73900 COLUMBIA  
RIVER HIGHWAY – RIVERWOOD  
MOBILE HOME PARK, AND NOTICE  
THEREON**

11  
12 **1. Relief Requested.**

13 Chapter 11 Trustee David P. Gardner (“Trustee”), pursuant to §363(f) and (m) of the  
14 Bankruptcy Code, FRBP 2002, 6004, and 9014, and LBR 2002-1, seeks approval to sell real  
15 property of the Estate. In support of this request, the Trustee submits the following information,  
16 under penalty of perjury.

17  
18 **2. Description of Real Property.**

19 The real property proposed for sale is commonly referred to as the Riverwood Mobile  
20 Home Park located at 73900 Columbia River Highway, Rainier, OR 97048 (“Real Property” or  
21 “the park”). The Real Property specifically includes all personal property affixed to the Real  
22 Property, including any mobile homes within the park belonging to the Estate and the rents and  
23 profits generated by the park after entry of an order approving the sale.  
24

1 **3. Date, Time, and Place of Sale.**

2 The sale is a private sale by agreement between the Trustee and Sloan and Jennifer  
3 Nelson (“Buyer”). The sale shall be final without further notice **twenty-one (21) days** after the  
4 date of the filing of this Motion, unless someone objects to the sale per ¶10, below. The Trustee  
5 is seeking entry of an Order Approving the Sale, so that the sale may be closed by a title  
6 company, and a good faith finding entered by the Court.

7 **4. Material Terms of Sale.**

8 The Real Property shall be sold to Buyer for the gross purchase price of \$942,500.00.  
9 Buyer is a third-party purchaser with no connection to the Estate, its creditors, the Trustee, or the  
10 Debtor. Buyer will pay the purchase price in cash at closing. The Real Property is sold as-is-  
11 where-is without warranties or representations of any kind. Closing will be held at the  
12 convenience of the parties as soon possible after Court-approval is obtained.

13 **5. Sale Pursuant to §363(f).**

14 This is a sale free and clear of liens and encumbrances pursuant to §363(f)(3) of the  
15 Bankruptcy Code. Any valid liens shall attach to the proceeds of the sale. Liens known to the  
16 Trustee are as follows:

17  
18 Unpaid Property Taxes: \$85,859.00

19 **6. Fair Market Value.**

20 The Trustee believes the purchase price is approximate to the fair market value of the  
21 Real Property based upon the condition of the Real Property, the potential future costs of  
22 marketing, holding, and selling the Real Property, and the current market conditions in the  
23 Rainier area. The Real Property has been marketed on the MLS or otherwise by the Estate’s  
24 employed professional, Shane Siebold. (Doc. 443)

1 **7. Distribution of Sale Proceeds.**

2 Subject to Court approval, the Trustee anticipates paying at closing the following liens,  
3 exemptions, and compensation (all deductions approximated):

4	<b>Sales Price</b>	<b>\$942,500.00</b>
5	<b>Estimated Deductions:</b>	
6	Liens	\$0.00
7	Prorated Real Property Taxes	\$0.00
8	Back Taxes	\$85,859.00
9	Realtor Commission	\$56,550.00
10	Estimated Closing Costs	\$18,850.00
11	Exemptions	\$0.00
12	<hr/>	
13	Total Estimated Deductions	\$0.00
14	 <b>Estimated Net Proceeds of Sale</b>	 <b>\$781,241.00</b>

15 **8. Good Faith Under §363(m).**

16 The Trustee submits that this sale is an arm's length transaction between parties  
17 otherwise unknown to the each other, that no collusion exists between the Trustee or any of his  
18 agents and the Buyer or any other potential purchaser, and that all aspects of the offer made for  
19 the purchase of the Real Property were given due and fair consideration. The Trustee submits  
20 that the Buyer's offer represents a reasonable offer in the best interests of the estate and its  
21 creditors.

22 **9. Tax Consequences of Sale.**

23 The Trustee does anticipate there will be tax consequences to the Estate from the sale of  
24 the Real Property. Specifically, if closed in 2019, the sale will result in capital gains taxes  
chargeable to the Estate. The Trustee estimates the capital gains generated will not be more than  
\$177,190.00.

**10. Objections.**

1 Pursuant to FRBP 6004(b), if you object to this sale you must file a written objection  
2 with the U.S. Bankruptcy Court at 1717 Pacific Ave., #3100, Tacoma, WA 98402-3200, no later  
3 than **twenty-one (21) days** from the date of the mailing of this Motion. You must also serve a  
4 copy upon the Chapter 11 Trustee David P. Gardner at 601 W. Riverside, #1900, Spokane, WA  
5 99201. **If no objections are filed and served, the requested relief may be approved by Court**  
6 **order without further notice to you.**

7 **11. Waiver of Stay.**

8 The Trustee believes the proposed sale is in the best interest of the Estate and creditors.  
9 The Trustee requests that approval of this sale be effective immediately and the 14-day stay  
10 imposed by FRBP 6004(h) be waived so that the parties may proceed directly to closing.  
11

12 DATED this 21 day of March 2019.

13 /s/ David P. Gardner  
14 DAVID P. GARDNER, Chapter 11 Trustee  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY  
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Shane Siebold and Trevor Sosky of Keller Williams firm (the "Selling Firm") is the agent of (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Shane Siebold and Trevor Sosky of Keller Williams firm (the "Buying Firm") is the agent of (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: Sloan Nelson	(sign)	<i>Sloan Nelson</i>	dotloop verified 03/06/19 3:14 PM PST EDR3-XZSD-2LSVJFN8
Buyer: Jennifer Nelson	(sign)	<i>Jennifer Nelson</i>	dotloop verified 03/06/19 3:14 PM PST FP7K-KINP-WSCX-4YEI
Seller: David P. Gardner, Ch 11 BK Trustee	(sign)	<i>David P. Gardner, Ch 11 BK Trustee</i>	dotloop verified 03/08/19 3:08 PM PST 3TWQ-NZSX-54JC-RB7G

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") dated March 5, 2019, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: David P. Gardner, Ch 11 BK Trustee ("Seller")

Address:
Home Phone:
Office Phone:
Fax No.:
E-Mail:

AND: Sloan & Jennifer Nelson ("Buyer")

Address:
Home Phone: 503-396-9204
Office Phone:
Fax No.:
E-Mail: olpastimetavern@gmail.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 73900 Columbia River Highway in the City of Rainier, County of Columbia, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Nine Hundred Forty-Two Thousand Five Hundred dollars (\$942,500.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within five (5) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$10,000 as earnest money (the "Earnest Money") in the form of:
[ ] Promissory note (the "Note"); [X] Check; or [ ] Cash or other immediately available funds.

If the Earnest Money is being held by the [ ] Selling Firm [ ] Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the [X] Escrow (as hereinafter defined) [ ] Selling Firm's Client Trust

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48 Account  Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after  
49 such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).  
50

51 (b) If the Earnest Money is in the form of a Note, it shall be due and payable  no later  
52 than 5:00 PM Pacific Time three (3) days after the Execution Date;  after satisfaction or waiver by Buyer of the  
53 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or  Other: \_\_\_. If the terms of  
54 the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and  
55 paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's  
56 possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an  
57 action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.  
58

59 (c) The purchase and sale of the Property shall be accomplished through an escrow (the  
60 "Escrow") that Seller has established or will establish with Chicago Title with Libby Cox (the  
61 "Escrow Holder") within 5 days after the Execution Date. Except as otherwise provided in this Agreement: (i) any  
62 interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money  
63 shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest  
64 Money shall be applied to the Purchase Price at Closing.  
65

66 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing  
67 by  cash or other immediately available funds; or  Other: \_\_\_.  
68

69 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the  
70 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal  
71 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-  
72 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller  
73 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,  
74 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for  
75 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the  
76 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange  
77 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot  
78 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such  
79 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging  
80 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating  
81 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party  
82 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising  
83 out of the 1031 Exchange.  
84

85 **2. Conditions to Purchase.**

86 2.1 Buyer's obligation to purchase the Property is conditioned on the following:  
87

- 88  None;  
89  Within 30 days of the Execution Date, Buyer's approval of the results of (collectively, the  
90 "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the  
91 document review described in Section 4 below; and (c) (describe any other condition) \_\_\_;  
92  Within \_\_\_ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing  
93 (the "Financing Condition"); and/or  
94  Other Bankruptcy Court Approval [Other conditions must be specifically identified].  
95

96 The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."  
97

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98 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the  
99 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to  
100 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically  
101 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to  
102 the contrary herein, neither party shall have any further right or remedy hereunder.  
103

104 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter  
105 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants  
106 as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the  
107 structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest  
108 infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters  
109 affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase  
110 of the Property including the economic feasibility of such purchase. If the transaction contemplated in this  
111 Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer  
112 shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of  
113 any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and  
114 expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and  
115 inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or  
116 any termination of this Agreement.  
117

118 4. Seller's Documents. Within 5 days after the Execution Date, Seller shall deliver to Buyer or Buyer's  
119 designee, legible and complete copies of the following documents, including without limitation, a list of the Personal  
120 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in  
121 existence and to the extent such items are or come within Seller's possession or control: \_\_\_\_.  
122

123 5. Title Insurance. Within 10 days after the Execution Date, Seller shall cause to be delivered to Buyer a  
124 preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"),  
125 showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown  
126 therein as exceptions to title ("Exceptions"). Buyer shall have 5 days after receipt of a copy of the Preliminary Report  
127 and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or  
128 encumbrances affecting the Property. Within 5 days after receipt of such notice from Buyer, Seller shall give Buyer  
129 written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection  
130 by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of  
131 money, eliminate such exceptions to title on or before Closing. Within 5 days after receipt of such notice from Seller  
132 (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to  
133 Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller  
134 notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement.  
135 On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which  
136 Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth  
137 in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed  
138 "Permitted Exceptions."  
139

140 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
141 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,  
142 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to  
143 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If  
144 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and  
145 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain  
146 the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the  
147 Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the

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148 return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be  
149 entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the  
150 Property.

151  
152 **7. Closing of Sale.**

153  
154 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow,  on or before  
155 or  within 15 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing  
156 by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the  
157 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to  
158 Seller.

159  
160 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds  
161 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall  
162 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign  
163 person" as such term is defined by applicable law and regulations.

164  
165 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by  statutory warranty  
166 deed or  Trustee's Deed (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a  
167 standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring  
168 fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted  
169 exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA  
170 extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended  
171 coverage and any endorsements required by Buyer.

172  
173 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer  
174 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the  
175 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees  
176 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom  
177 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing,  
178 assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing  
179 Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the  
180 Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to  
181 Tenancies shall be assigned and delivered to Buyer at Closing.  Seller  Buyer  N/A shall be responsible for  
182 payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or  
183 program.

184  
185 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)  
186 existing as of the Closing Date, to Buyer  on the Closing Date or  \_\_\_\_.

187  
188 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any  
189 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's  
190 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in  
191 the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing,  
192 and Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10  
193 and the attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results  
194 of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's  
195 Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and  
196 correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing  
197 for one (1) year.



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198  
199 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to  
200 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has  
201 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-  
202 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,  
203 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material  
204 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)  
205 any service contracts or other agreements affecting the Property that are not terminable at the Closing.

206  
207 12. Assignment. Assignment of this Agreement:  is PROHIBITED;  is PERMITTED, without consent  
208 of Seller;  is PERMITTED ONLY UPON Seller's written consent;  is PERMITTED ONLY IF the assignee is an  
209 entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written  
210 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a  
211 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

212  
213 13. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE  
214 FOLLOWING SHALL APPLY TO THIS AGREEMENT:

215  
216 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE  
217 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED  
218 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT  
219 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND  
220 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF  
221 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND  
222 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS  
223 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE Columbia County GEOGRAPHIC AREA (IF  
224 BLANK IS NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE  
225 COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR,  
226 FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF  
227 THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION  
228 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,  
229 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS  
230 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY  
231 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS  
232 ACTION.

233  
234 Initials of Buyer    
03/06/19 03/06/19  
3:14 PM PST 3:14 PM PST  
dotloop verified dotloop verified

233  
234 Initials of Seller   
03/08/19  
3:08 PM PST

235  
236 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,  
237 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an  
238 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to  
239 this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party  
240 its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually  
241 incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the  
242 amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any  
243 appeal or review, and shall be in addition to all other amounts provided by law.

244  
245 15. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A  
246 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE  
247 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR

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248 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
249 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
250 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER  
251 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS  
252 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
253 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE  
254 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
255 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED  
256 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT  
257 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE  
258 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND  
259 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND  
260 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

261  
262 16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO  
263 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A  
264 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A  
265 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE  
266 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
267 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE  
268 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT  
269 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

270  
271 17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency  
272 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller  
273 agrees to pay a commission to Selling Firm in the amount of either:  Six percent (6%) of the Purchase Price or  
274  \$\_\_\_\_. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives  
275 three percent (3%) and Buying Firm receives three percent (3%). Seller shall cause the Escrow Holder to deliver to  
276 Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this  
277 Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance  
278 with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and  
279 the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the  
280 commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.

281  
282 18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement  
283 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally  
284 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of  
285 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following  
286 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in  
287 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this  
288 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such  
289 notice will be deemed delivered on the next following business day.

290  
291 19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for  
292 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,  
293 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail  
294 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as  
295 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
296 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
297 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall

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298 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
299 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous  
300 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
301 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely  
302 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement.  
303 The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller  
304 each represents, covenants and warrants that such person has full right and authority to enter into this Agreement  
305 and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this  
306 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

307  
308 20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed  
309 and construed by, the laws of the State of Oregon.

310  
311 21. Lease(s) and Personal Property.

312  
313 21.1 Leases.

314  
315 21.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller  
316 shall use commercially reasonable efforts to deliver to Buyer, at least 10 days (**three (3) if not filled in**) before the  
317 Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the  
318 Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no  
319 more than \_\_\_ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things: (a)  
320 that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the  
321 modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security  
322 deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed,  
323 stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the  
324 Property, then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting  
325 forth the information required by this Section 21.1 and confirming the accuracy thereof.

326  
327 21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by  
328 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's  
329 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

330  
331 21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by  
332 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the  
333 form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of  
334 Sale.

335  
336 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL  
337 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT  
338 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

339  
340 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and  
341 incorporated within this Agreement:

- 342  Exhibit A – Legal Description of Property [REQUIRED]  
343  Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)  
344  Exhibit C – Bill of Sale (if applicable)  
345  Exhibit D – Lead Paint Disclosure Addendum (if applicable)  
346  Exhibit E – AS IS Exceptions (if applicable)  
347

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24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on March 12, 2019, then the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies that:

25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

Buyer Signature: Sloan Nelson dotloop verified 03/06/19 3:14 PM PST 31ZV-MGBA-OE9X-NKB4  
Buyer Signature: Jennifer Nelson dotloop verified 03/06/19 3:14 PM PST CMHG-7LBD-KGUW-LXX1

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer Sloan & Jennifer Nelson

Sloan Nelson dotloop verified 03/06/19 3:14 PM PST EYZD-8TL1-2J45-CUOL By: Jennifer Nelson dotloop verified 03/06/19 3:14 PM PST IHLI-NMGN-4UAT-SXWJ

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller David P. Gardner, CH 11 BK Trustee

By: David P. Gardner, Ch 11 BK Trustee dotloop verified 03/08/19 3:08 PM PST TSBI-AUL4-ERSI-NQIL

Name: \_\_\_\_\_

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398 Title \_\_\_\_\_  
399 Date: \_\_\_\_\_  
400  
401

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)  
ALL RIGHTS RESERVED

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**CRITICAL DATE LIST:**

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within ___ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within ___ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within ___ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within ___ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within ___ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within ___ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within ___ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within ___ days of the Execution Date
• Closing Date (Section 7.1):	

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410

Initials of Buyer: \_\_\_  
Initials of Buyer: \_\_\_

Initials of Seller:  
Initials of Seller:

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

To be provided by Title Company of Seller's Choice

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)  
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## PRELIMINARY REPORT

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

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

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

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

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

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

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

*Countersigned*



2534 Sykes Road, Ste C, St Helens, OR 97051  
(503)397-3537 FAX (503)397-4851

**PRELIMINARY REPORT**

**TITLE OFFICER:** Lori Johnston

**ORDER NO.:** 360419001050  
**CUSTOMER NO.:** 47251 9001 1 58

**TO:** Chicago Title Insurance Company  
Wendy Geurin  
1211 SW Fifth Ave, Ste 2130  
Portland, OR 97204

**OWNER/SELLER:** David P. Gardner, Ch 11 BK Trustee  
**BUYER/BORROWER:** Sloan Nelson and Jennifer Nelson  
**PROPERTY ADDRESS:** 73900 Columbia River Highway, Rainier, OR 97048

**EFFECTIVE DATE:** March 15, 2019, 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 2006 Owner's Standard	\$ 942,500.00	\$ 2,015.00
ALTA Loan Policy 2006 Extended Lender's	\$ TBD	\$ TBD
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 208.1-06 - Environmental Protection Lien (ALTA 8.1-06)		\$ 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:

Magar Edward Magar, Trustee of the Revocable Living Trust dated the 13th day of February, 2015

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF COLUMBIA, 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 on the Easterly right of way line of the relocated Columbia River Highway, which point is South 1803.9 feet and East 667.6 feet and North 20°57' West 298.1 feet from the North quarter corner of Section 26, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, said point being the Northwesterly corner of the Albert Diss et ux tract as described in deed recorded in Book 123, Page 104, Deed Records of Columbia County, Oregon; thence following said right of way along the arc of 3889.72 foot radius curve to the left a distance of 611.20 feet (the long chord bears North 26°50' West 610.59 feet) to the true point of beginning of the following described tract, said true point of beginning also being the Northwesterly corner of the William C. Backeberg et ux tract as described in deed recorded October 8, 1965 in Book 159, Page 814, Deed Records of Columbia County, Oregon; thence from this true point of beginning, North 73°20' East a distance of 53.34 feet; thence North 84°43' East to the Northeasterly corner of said Backeberg et ux tract as described in said Book 160, Page 257, Deed Records of Columbia County, Oregon; thence South 34°00' East, along the Easterly line of said Backeberg et ux tract as described in said Book 160, Page 257, Deed Records of Columbia County, Oregon, to the most Southerly North line of said Backeberg et ux tract as described in said Book 159, Page 814, Deed Records of Columbia County, Oregon; thence North 64°36' East a distance of 104.84 feet to the Westerly right of way line of a county road; thence Northwesterly along the Westerly right of way line of said county road to the most Easterly corner of the Charles Fred Kelley et ux tract as described in deed recorded December 28, 1965 in Book 160, Page 502, Deed Records of Columbia County, Oregon; thence Southwesterly along the Southerly line of said Kelley tract, to the most Southerly corner thereof; thence Northwesterly along the Westerly line of said Kelley tract, and along the Charles Fred Kelley et ux tract as described in deed recorded November 20, 1953 in Book 120, Page 525, Deed Records of Columbia County, Oregon, to the most Westerly corner of said Kelley tract as described in said Book 120, Page 525, Deed Records of Columbia County, Oregon; thence North 25°57' West, on a Northwesterly extension of the Westerly line of said Kelley tract as described in said Book 120, Page 525, Deed Records of Columbia County, Oregon, a distance of 50 feet to a point; thence South 64°33' West a distance of 25 feet to a point; thence North 25°57' West a distance of 150 feet to a point; thence North 64°33' East a distance of 20 feet to a point; thence North 25°57' West a distance of 200 feet to a point; thence North 64°33' East a distance of 140 feet, more or less, to the Westerly right of way line of said County Road; thence Northwesterly, along the Westerly right of way line of said County Road, to the most Easterly corner of the Jack Bartlett Wolf et ux tract as described in deed recorded November 5, 1959 in Book 140, Page 890, Deed Records of Columbia County, Oregon; thence South 55°01' West along the Southerly line of said Wolf tract, to the most Northerly corner of the Jack E. Anderson tract as described in Parcel 3 of deed recorded October 13, 1971 in Book 184, Page 43, Deed Records of Columbia County, Oregon; thence South 34°59' East along the Easterly line of said Anderson tract, and along the Easterly line of the Jack B. Wolf tract as described in deed recorded December 29, 1970 in Book 179, Page 830, Deed Records of Columbia County, Oregon, a distance of 205 feet to the most Easterly corner of said Wolf tract as described in said Book 179, Page 830, Deed Records of Columbia County, Oregon; thence South 55°01' West a distance of 150 feet, more or less, to the Easterly right of way line of said relocated Columbia River Highway; thence Southeasterly along the Easterly right of way line of said Columbia River Highway, to the true point of beginning.

**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. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$11,579.29, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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

7. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$11,479.86, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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

8. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$11,138.30, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

9. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$10,836.32, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

10. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$10,521.00, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

11. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$9,719.52, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

12. Unpaid Property Taxes are as follows:

Fiscal Year: 2012-2013  
Amount: \$9,452.05, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

13. Unpaid Property Taxes are as follows:

Fiscal Year: 2011-2012  
Amount: \$9,190.25, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

14. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$88.49, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

15. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$40.67, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

16. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$47.92, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

17. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$35.37, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

18. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$31.67, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

19. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$28.11, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

20. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$69.00, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

21. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$43.01, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

22. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$36.84, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

23. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$32.34, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

24. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$28.96, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

25. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$25.79, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

26. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$55.19, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

27. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$41.55, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.



28. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$51.49, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

29. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$36.14, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

30. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$32.35, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

31. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$32.36, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

32. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$86.67, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

33. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$42.24, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

34. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$44.57, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

35. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$31.79, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

36. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$32.91, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

37. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$29.18, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

38. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$57.73, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

39. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$39.76, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

40. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$54.06, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

41. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$34.46, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

42. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$34.94, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

43. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$30.90, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

44. Rights of the public to any portion of the Land lying within the area commonly known as Columbia River Highway.
45. Rights granted by James N.T. McIntire and Laura E. McIntire, his wife to the Pacific Telephone and Telegraph Company by instrument recorded September 7, 1917 in Book 25, Page 248, Deed Records of Columbia County, Oregon.
46. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Telephone and Telegraph Company, a California corporation  
Purpose: telephone cable, poles etc.  
Recording Date: March 1, 1949  
Recording No: Book 103, Page 200
47. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Telephone and Telegraph Company, a California corporation  
Purpose: telephone Cable, Poles etc.  
Recording Date: February 9, 1950  
Recording No: Book 106, Page 202
48. "The right to use, obtain and maintain water facilities for domestic purposes limited to existing facilities" as contained in deed to Charles Fred Kelley et ux  
  
Recording Date: November 20, 1953  
Recording No.: Book 120, Page 525
49. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Power & Light Company  
Purpose: easement and right of way  
Recording Date: October 29, 1954  
Recording No: Book 124, Page 89
50. Water Rights, including the terms and provisions thereof, to Jack Bartlett,  
  
Recording Date: February 16, 1959  
Recording No.: Book 138, Page 750

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

Granted to: C.M. Kelley et ux  
Recording Date: December 21, 1979  
Recording No: Book 228, Page 314

52. Mutual Easement Agreement, including the terms and provisions thereof,

For: sewage and water system  
Between: Baldazar W. Hummel and Geraldine B. Hummel, husband and wife and W. Lee Robinson and Aliene S. Robinson, husband and wife

Recording Date: September 21, 1983  
Recording No.: Book 248, Page 966

53. Sewer Contract, including the terms and provisions thereof,

Between: Baldazar W. Hummel and Geraldine B. Hummel, husband and wife and Charles F. Kelley and Betty J. Kelley, husband and wife  
For: sewage treatment facility  
Recording Date: March 12, 1984  
Recording No.: Book 251, Page 26

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

Granted to: Columbia River People's Utility District  
Purpose: utility  
Recording Date: October 30, 1997  
Recording No: 97-11848  
Affects: along county road

55. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-146  
Amount: \$123.11  
Debtor: Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004275

56. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-164  
Amount: \$120.54  
Debtor: Garrett Vernon Edward, Magar Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004293

57. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-165  
Amount: \$127.81  
Debtor: Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004294

58. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-181  
Amount: \$124.29  
Debtor: Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004310

59. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-183  
Amount: \$126.20  
Debtor: Virginia Nosak Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004312

60. Any matters arising out of or by virtue of that certain bankruptcy case:

Name of Debtor: Magar Edward Magar  
Date of Filing: March 27, 2015  
U. S. District Court: Western Washington  
State: Washington  
Case No.: 15-41415-MJH  
Chapter: 11  
Attorney: Timothy J. Dack and Robert M. Gregg  
Attorney's Address: bkfile@dackoffice.com and gregglawoffice@gmail.com  
Attorney's Phone No: 360-694-4227 and 360-594-6505  
Name of Trustee: David Gardner

61. The Company will require an affidavit of compliance with the provisions of State law regulating sales of mobile home (manufactured housing units) parks.

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

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

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

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

63. Before issuing its policy of title insurance, the Company will require the following:

**Affidavit for Verification of Trust**

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

64. 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.

65. 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:**

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- B. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:  
  
Parties: Sloan Nelson and Jennifer Nelson
- C. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- D. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- E. 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.
- F. 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.

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

County	First Page	Each Additional Page
Columbia	\$91.00	\$5.00

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

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ANY ADDITIONAL FEES CHARGED BY THE COLUMBIA COUNTY RECORDING CLERK FOR NONCONFORMING DOCUMENTS WILL BE BILLED SEPARATE FROM THE ABOVE DESCRIBED FEES.

H. Note: Effective January 1, 2008 Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the Information for Sellers flyer that accompanies this report. Unless the seller completes a form qualifying him/her for a lesser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and forward it to the Oregon Department of Revenue.



## 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.

## 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  
Revised May 1, 2018**

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.

**Types of Information Collected**

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- 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.

**Browsing Information.** FNF may automatically collect 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 mobile 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.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- 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.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. 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 other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to 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 third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We 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.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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

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

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

**Information From Children**

The FNF Websites are meant for adults and 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 for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, 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 (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) 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 revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

To be provided by Title Company of Seller's Choice

{00045955;1}

© 1997 Commercial Association of Brokers OREGON/SW WASHINGTON (Rev. 02/11)  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)  
ALL RIGHTS RESERVED



## PRELIMINARY REPORT

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

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

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

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

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

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

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

*Countersigned*

A handwritten signature in black ink, appearing to read 'Ali John L', written over a horizontal line.



2534 Sykes Road, Ste C, St Helens, OR 97051  
 (503)397-3537 FAX (503)397-4851

**PRELIMINARY REPORT**

**TITLE OFFICER:** Lori Johnston

**ORDER NO.:** 360419001050  
**CUSTOMER NO.:** 47251 9001 1 58

**TO:** Chicago Title Insurance Company  
 Wendy Geurin  
 1211 SW Fifth Ave, Ste 2130  
 Portland, OR 97204

**OWNER/SELLER:** David P. Gardner, Ch 11 BK Trustee  
**BUYER/BORROWER:** Sloan Nelson and Jennifer Nelson  
**PROPERTY ADDRESS:** 73900 Columbia River Highway, Rainier, OR 97048

**EFFECTIVE DATE:** March 15, 2019, 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 2006 Owner's Standard	\$ 942,500.00	\$ 2,015.00
ALTA Loan Policy 2006 Extended Lender's	\$ TBD	\$ TBD
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 208.1-06 - Environmental Protection Lien (ALTA 8.1-06)		\$ 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:

Magar Edward Magar, Trustee of the Revocable Living Trust dated the 13th day of February, 2015

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF COLUMBIA, 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 on the Easterly right of way line of the relocated Columbia River Highway, which point is South 1803.9 feet and East 667.6 feet and North 20°57' West 298.1 feet from the North quarter corner of Section 26, Township 7 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon, said point being the Northwesterly corner of the Albert Diss et ux tract as described in deed recorded in Book 123, Page 104, Deed Records of Columbia County, Oregon; thence following said right of way along the arc of 3889.72 foot radius curve to the left a distance of 611.20 feet (the long chord bears North 26°50' West 610.59 feet) to the true point of beginning of the following described tract, said true point of beginning also being the Northwesterly corner of the William C. Backeberg et ux tract as described in deed recorded October 8, 1965 in Book 159, Page 814, Deed Records of Columbia County, Oregon; thence from this true point of beginning, North 73°20' East a distance of 53.34 feet; thence North 84°43' East to the Northeasterly corner of said Backeberg et ux tract as described in said Book 160, Page 257, Deed Records of Columbia County, Oregon; thence South 34°00' East, along the Easterly line of said Backeberg et ux tract as described in said Book 160, Page 257, Deed Records of Columbia County, Oregon, to the most Southerly North line of said Backeberg et ux tract as described in said Book 159, Page 814, Deed Records of Columbia County, Oregon; thence North 64°36' East a distance of 104.84 feet to the Westerly right of way line of a county road; thence Northwesterly along the Westerly right of way line of said county road to the most Easterly corner of the Charles Fred Kelley et ux tract as described in deed recorded December 28, 1965 in Book 160, Page 502, Deed Records of Columbia County, Oregon; thence Southwesterly along the Southerly line of said Kelley tract, to the most Southerly corner thereof; thence Northwesterly along the Westerly line of said Kelley tract, and along the Charles Fred Kelley et ux tract as described in deed recorded November 20, 1953 in Book 120, Page 525, Deed Records of Columbia County, Oregon, to the most Westerly corner of said Kelley tract as described in said Book 120, Page 525, Deed Records of Columbia County, Oregon; thence North 25°57' West, on a Northwesterly extension of the Westerly line of said Kelley tract as described in said Book 120, Page 525, Deed Records of Columbia County, Oregon, a distance of 50 feet to a point; thence South 64°33' West a distance of 25 feet to a point; thence North 25°57' West a distance of 150 feet to a point; thence North 64°33' East a distance of 20 feet to a point; thence North 25°57' West a distance of 200 feet to a point; thence North 64°33' East a distance of 140 feet, more or less, to the Westerly right of way line of said County Road; thence Northwesterly, along the Westerly right of way line of said County Road, to the most Easterly corner of the Jack Bartlett Wolf et ux tract as described in deed recorded November 5, 1959 in Book 140, Page 890, Deed Records of Columbia County, Oregon; thence South 55°01' West along the Southerly line of said Wolf tract, to the most Northerly corner of the Jack E. Anderson tract as described in Parcel 3 of deed recorded October 13, 1971 in Book 184, Page 43, Deed Records of Columbia County, Oregon; thence South 34°59' East along the Easterly line of said Anderson tract, and along the Easterly line of the Jack B. Wolf tract as described in deed recorded December 29, 1970 in Book 179, Page 830, Deed Records of Columbia County, Oregon, a distance of 205 feet to the most Easterly corner of said Wolf tract as described in said Book 179, Page 830, Deed Records of Columbia County, Oregon; thence South 55°01' West a distance of 150 feet, more or less, to the Easterly right of way line of said relocated Columbia River Highway; thence Southeasterly along the Easterly right of way line of said Columbia River Highway, to the true point of beginning.

**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. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$11,579.29, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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

7. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$11,479.86, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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

8. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$11,138.30, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

9. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$10,836.32, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

10. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$10,521.00, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

11. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$9,719.52, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

12. Unpaid Property Taxes are as follows:

Fiscal Year: 2012-2013  
Amount: \$9,452.05, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

13. Unpaid Property Taxes are as follows:

Fiscal Year: 2011-2012  
Amount: \$9,190.25, plus interest, if any  
Levy Code: 0305  
Account No.: 19911  
Map No.: 7N2W26-A0-00601

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.

14. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$88.49, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

15. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$40.67, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

16. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$47.92, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

17. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$35.37, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

18. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$31.67, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

19. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$28.11, plus interest, if any  
Levy Code: 0305  
Account No.: 1815  
Map No.: mobile home

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.

20. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$69.00, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

21. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$43.01, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

22. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$36.84, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

23. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$32.34, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

24. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$28.96, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

25. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$25.79, plus interest, if any  
Levy Code: 0305  
Account No.: 1878  
Map No.: mobile home

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.

26. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$55.19, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

27. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$41.55, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

28. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$51.49, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

29. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$36.14, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

30. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$32.35, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

31. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$32.36, plus interest, if any  
Levy Code: 0305  
Account No.: 1882  
Map No.: mobile home

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.

32. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$86.67, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

33. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$42.24, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

34. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$44.57, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

35. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$31.79, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

36. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$32.91, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.

37. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$29.18, plus interest, if any  
Levy Code: 0305  
Account No.: 1938  
Map No.: mobile home

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.



38. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$57.73, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

39. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018  
Amount: \$39.76, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

40. Unpaid Property Taxes are as follows:

Fiscal Year: 2016-2017  
Amount: \$54.06, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

41. Unpaid Property Taxes are as follows:

Fiscal Year: 2015-2016  
Amount: \$34.46, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

42. Unpaid Property Taxes are as follows:

Fiscal Year: 2014-2015  
Amount: \$34.94, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

43. Unpaid Property Taxes are as follows:

Fiscal Year: 2013-2014  
Amount: \$30.90, plus interest, if any  
Levy Code: 0305  
Account No.: 1943  
Map No.: mobile home

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.

44. Rights of the public to any portion of the Land lying within the area commonly known as Columbia River Highway.
45. Rights granted by James N.T. McIntire and Laura E. McIntire, his wife to the Pacific Telephone and Telegraph Company by instrument recorded September 7, 1917 in Book 25, Page 248, Deed Records of Columbia County, Oregon.
46. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Telephone and Telegraph Company, a California corporation  
Purpose: telephone cable, poles etc.  
Recording Date: March 1, 1949  
Recording No: Book 103, Page 200
47. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Telephone and Telegraph Company, a California corporation  
Purpose: telephone Cable, Poles etc.  
Recording Date: February 9, 1950  
Recording No: Book 106, Page 202
48. "The right to use, obtain and maintain water facilities for domestic purposes limited to existing facilities" as contained in deed to Charles Fred Kelley et ux  
  
Recording Date: November 20, 1953  
Recording No.: Book 120, Page 525
49. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Pacific Power & Light Company  
Purpose: easement and right of way  
Recording Date: October 29, 1954  
Recording No: Book 124, Page 89
50. Water Rights, including the terms and provisions thereof, to Jack Bartlett,  
  
Recording Date: February 16, 1959  
Recording No.: Book 138, Page 750

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

Granted to: C.M. Kelley et ux  
Recording Date: December 21, 1979  
Recording No: Book 228, Page 314

52. Mutual Easement Agreement, including the terms and provisions thereof,

For: sewage and water system  
Between: Baldazer W. Hummel and Geraldine B. Hummel, husband and wife and W. Lee Robinson and Aliene S. Robinson, husband and wife

Recording Date: September 21, 1983  
Recording No.: Book 248, Page 966

53. Sewer Contract, including the terms and provisions thereof,

Between: Baldazar W. Hummel and Geraldine B. Hummel, husband and wife and Charles F. Kelley and Betty J. Kelley, husband and wife  
For: sewage treatment facility  
Recording Date: March 12, 1984  
Recording No.: Book 251, Page 26

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

Granted to: Columbia River People's Utility District  
Purpose: utility  
Recording Date: October 30, 1997  
Recording No: 97-11848  
Affects: along county road

55. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-146  
Amount: \$123.11  
Debtor: Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004275

56. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-164  
Amount: \$120.54  
Debtor: Garrett Vernon Edward, Magar Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004293

57. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-165  
Amount: \$127.81  
Debtor: Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004294

58. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-181  
Amount: \$124.29  
Debtor: Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004310

59. County Tax Warrant for the amount herein stated, plus interest and statutory charges:

Warrant No.: 2014-183  
Amount: \$126.20  
Debtor: Virginia Nosak Magar E. Magar  
Recording Date: July 2, 2014  
Recording No.: 2014-004312

60. Any matters arising out of or by virtue of that certain bankruptcy case:

Name of Debtor: Magar Edward Magar  
Date of Filing: March 27, 2015  
U. S. District Court: Western Washington  
State: Washington  
Case No.: 15-41415-MJH  
Chapter: 11  
Attorney: Timothy J. Dack and Robert M. Gregg  
Attorney's Address: bkfile@dackoffice.com and gregglawoffice@gmail.com  
Attorney's Phone No: 360-694-4227 and 360-594-6505  
Name of Trustee: David Gardner

61. The Company will require an affidavit of compliance with the provisions of State law regulating sales of mobile home (manufactured housing units) parks.

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

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

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

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

63. Before issuing its policy of title insurance, the Company will require the following:

Affidavit for Verification of Trust

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

64. 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.

65. 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:**

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- B. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:  
  
Parties: Sloan Nelson and Jennifer Nelson
- C. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- D. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- E. **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.**
- F. 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.

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

County	First Page	Each Additional Page
Columbia	\$91.00	\$5.00

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

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ANY ADDITIONAL FEES CHARGED BY THE COLUMBIA COUNTY RECORDING CLERK FOR NONCONFORMING DOCUMENTS WILL BE BILLED SEPARATE FROM THE ABOVE DESCRIBED FEES.

H. Note: Effective January 1, 2008 Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the Information for Sellers flyer that accompanies this report. Unless the seller completes a form qualifying him/her for a lesser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and forward it to the Oregon Department of Revenue.

## 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.

## 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  
Revised May 1, 2018**

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.

**Types of Information Collected**

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- 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.

**Browsing Information.** FNF may automatically collect 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 mobile 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.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- 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.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. 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 other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to 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 third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We 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.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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

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

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

**Information From Children**

The FNF Websites are meant for adults and 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 for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, 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 (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) 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 revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 21, 2019, I caused to be filed a copy of the foregoing electronically through the CM/ECF system, which causes the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

US Trustee - [ustp.region18.bs.ecf@usdoj.gov](mailto:ustp.region18.bs.ecf@usdoj.gov)

Debtors Attorney – [timdack@dackoffice.com](mailto:timdack@dackoffice.com)

[rcarson@wrightlegal.net](mailto:rcarson@wrightlegal.net)

[ford@ejame.com](mailto:ford@ejame.com)

[jdnellorlaw.com](http://jdnellorlaw.com)

I HEREBY FURTHER CERTIFY that, on March 21, 2019, I have served the foregoing document to non-CM/ECF Registered Participants via United States Postal Service, first class mail, postage prepaid, listed on the attached Master Mailing List

Magar E. Magar  
14102 NE 40<sup>th</sup> Street  
Vancouver, WA 98682

Sloan Nelson  
Jennifer Nelson

/s/Ana Horton  
Ana Horton, Legal Assistant