



Lawyers Title of Oregon, LLC  
Title Specialist Unit  
121 SW Morrison St., Suite 500  
Portland, OR 97204  
503-553-5675 FAX 503-228-7817

Attn: Michael Sublett  
Multnomah County - Dept of County Assets  
401 N Dixon Street  
Portland, OR 97227

Date Prepared: May 08, 2018

## PRELIMINARY TITLE REPORT FOR ISSUING TITLE INSURANCE

Parties: Multnomah County, a political subdivision of the State of Oregon. to TO FOLLOW  
File Number: 14F0033792D

Property Address:

no situs address  
Portland, OR 97221

Reference : R160450

LAWYERS TITLE OF OREGON, LLC is prepared to issue title insurance, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by Fidelity National Title Insurance Company and shall become null and void unless a policy is issued and the full premium paid.

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

Thank you for placing the order with us.

If you need assistance with this report, please contact:

Title Officer: Diane Whitney, Phone: 503-553-5675 Fax: 877-638-9513  
E-mail: [dwhitney@ltic.com](mailto:dwhitney@ltic.com)

## SCHEDULE A

1. The effective date of this preliminary title report is 8:00 A.M. on

April 30, 2018

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

Policy/Endorsement Description	Liability	Charge
ALTA 2006 Standard Owner's Policy	to follow	to follow

TOTAL OWNERS POLICY CHARGES

PROPOSED INSURED: Owner's Policy  
TO FOLLOW

Local Govt. Lien Search Charge	\$20.00
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3. Title to the land described herein is vested in:

Mutnomah County, a political subdivision of the State of Oregon

The estate or interest in land is:

Fee Simple

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

SEE ATTACHED EXHIBIT "A"

Exhibit "A"

Lots 24, Block 8, FAIRVALE, in the City of Portland, County of Multnomah and State of Oregon,

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by instrument recorded August 28, 1956 in Book 1802, Page 304.

## SCHEDULE B

Except for the items properly cleared through closing, the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

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 notice 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 said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances, not shown by the public records; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, or claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for unemployment taxes, workman's compensation, services, labor, equipment rental or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpaid taxes for the year 2017-18  
Original Amount : \$654.70  
Unpaid Balance: : \$654.70, plus interest  
Account No. : R160450; Levy Code: 001; Map 1S1E18AD-00802

Unpaid Property Taxes are as follows:

Fiscal Year : 2016-17  
Amount : \$599.17, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year : 2015-16  
Amount : \$583.42, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year : 2014-15  
Amount : \$574.88, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year : 2013-14  
Amount : \$561.74, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year : 2012-13  
Amount : \$508.34, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year : 2011-12  
Amount : \$489.30, plus interest, if any

In addition to the above taxes there is a levy for redemption fee in the amount of \$86.67 and a levy for publication fee in the amount of \$143.89

7. Municipal liens, if any, imposed by the City of Portland. We find none per the public records as of April 30, 2018.
8. An easement disclosed by instrument,  
Recorded : August 25, 1960  
As : Book 2025; Page 158  
In favor of : Multnomah County  
For : Sewer

The easement next above was assigned by instrument,  
Recorded : January 16, 1978  
As : Book 1234; Page 1726  
To : City of Portland

9. Conditions, restrictions and/or easements contained in and imposed by LUR 96-01004 EN, a certified copy of which was  
Recorded : April 20, 1998  
As : 98065436

## END OF EXCEPTIONS

### NOTES:

NOTE: 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.

NOTE: In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

NOTE: THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU

WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

NOTE: This map/plat is being furnished as an aid in locating the herein described Land in relation to 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.

LENDER NOTE: Lawyers Title of Oregon, LLC, an Oregon limited liability company is the correct name to use if you are going to use this company as the trustee for a trust deed in this transaction.

NOTICE REGARDING RECORDING CHARGES:

Recording charge (per document) is the following:

COUNTY	FIRST PAGE	EACH ADDITIONAL PAGE
Multnomah	\$42.00	\$5.00

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

\*\*NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

NOTE REGARDING ARBITRATION: THE POLICY OR POLICIES OF TITLE INSURANCE TO BE ISSUED WILL CONTAIN A CLAUSE PERMITTING ARBITRATION OF CLAIMS AT THE REQUEST OF EITHER THE INSURED OR THE COMPANY. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE CURRENTLY APPLICABLE ARBITRATION RULES. FOR THE APPLICABLE ENDORSEMENT CHARGE, THE COMPANY WILL DELETE THE ARBITRATION CLAUSE IF IT RECEIVES BEFORE CLOSING A WRITTEN REQUEST FOR THE ENDORSEMENT

NOTE: It is our policy in Oregon to identify a reduced title insurance charge on Schedule A when it appears to us that your transaction qualifies for a reduced charge. The reduction usually is computed as a percentage of the Company's basic rate. If a reduced charge appears on Schedule A, it is one of the following:

Short Term Rate: A discount of 25% of the basic rate applies when title insurance has been issued for the property within the previous three years.

Builder-Developer Rate: A discount of 35% of the basic rate may apply when a party to the transaction is a builder or developer and the property is residential.

Contract Fulfillment Rate: A discount of up to 50% of the basic rate may apply to an owner's policy issued upon fulfillment of a previously insured land sale contract.

Leasehold to Owner's Conversion Rate: A previously insured lessee who exercises an option to purchase in the lease may obtain title insurance for the purchase with a 50% credit from the previous policy.

Post-Construction Permanent Loan Rate: A discount of up to 75% of the basic rate may apply to a loan policy for a permanent mortgage when it refinances a previously insured construction loan.

Reorganization Rate: A discount of up to 65% of the basic rate may apply for title insurance to a business entity that is affiliated with a previously insured business entity.

Corporate Employee Transfer Rate: When a corporation transfers an employee from one area to another and the employee's corporation or one rendering employee transfer services acquires the employee's property with title insurance, a discount of up to 50% applies to the resale.

Simultaneous Issue Rate: A special rate may apply when two or more policies are issued simultaneously, such as a loan policy with an owner's policy or two loan policies.

For many real estate transactions, Federal law requires that a settlement statement show the allocation of title insurance charges between title insurer and title insurance agent. For the transaction that is the subject to this report, the allocation is as follows:

- i. Lawyers Title of Oregon, LLC (agent): 88%
- ii. Fidelity National Title Insurance Company, a Florida Corporation (Insurer): 12%

IF YOU THINK A REDUCED RATE APPLIES TO YOUR TRANSACTION BUT IT DOES NOT APPEAR ON SCHEDULE A, PLEASE INFORM YOUR ESCROW OFFICER OR TITLE OFFICER. You may contact your escrow officer or title officer at the phone number, email address or mailing address shown on this report.

End of Report  
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*Oregon Operations*

[Lawyers Title](#)

NOTICE TO CUSTOMER

[Lawyers Title](#) WILL OR MAY BE PROVIDING ESCROW SERVICES TO YOU IN A PENDING REAL ESTATE TRANSACTION.

[Fidelity National Title](#) MAY HAVE A ROLE IN FILLING IN CERTAIN BLANKS OR PROVIDING OTHER ASSISTANCE RELATED TO THE DOCUMENTS FOR THE TRANSACTION. IN CONNECTION WITH THAT ASSISTANCE, PLEASE BE ADVISED AS FOLLOWS:

YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. 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 YET SEEN, PLEASE CONTACT THE ESCROW AGENT.

IN ORDER TO CONTACT [Fidelity National Title](#), PLEASE CONTACT YOUR ESCROW OFFICER. IN THE ALTERNATIVE, YOU MAY CONTACT THE COMPANY'S STATE OFFICE AS FOLLOWS:

[Lawyers Title](#)  
Oregon State Office  
121 SW Morrison Street, Suite 500  
Portland, OR 97204  
Phone: 503-220-0015





Inquire before you wire!

## Wire Fraud Alert

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

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

**\*\*\*Closing funds in the form of Personal Checks, Official Checks and ACH Electronic Transfers will NOT be accepted.\*\*\***

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 phone 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**

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