



**Community Development Department**  
**PO Box 2460 16345 Sixth Street**  
**La Pine, Oregon 97739**  
**Phone: (541) 536-1432 Fax: (541) 536-1462**  
**Email: info@lapineoregon.gov**

## Modification of Approval Application

**PLEASE NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Original File Number: \_\_\_\_\_

**Fee \$ 500.00**

**File Number #** \_\_\_\_\_

### PROPERTY OWNER AND APPLICANT INFORMATION

Applicant Name Danco Communities Phone 707-825-1588 Fax 707-822-9596  
 Address 5251 Ericson Way City Arcata State CA Zip Code 95521  
 Email georgeschmidbauer@gmail.com

Property Owner K Huntington LLC Phone 541-797-0151 Fax \_\_\_\_\_  
 Address 409 NE Greenwood, Ste 200 City Bend State OR Zip Code 97701  
 Email kodiak@kodiakcre.com, chuck@kodiakcre.com

### PROPERTY DESCRIPTION

Property Location (address, intersection of cross street, general area) \_\_\_\_\_  
51771 Huntington Road  
 Tax lot number: T-15 R-13 Section \_\_\_\_\_ Tax Lot(s) 221011CB00100  
 Zoning MUC Total Land Area \_\_\_\_\_ (Square Ft.) 4.7 (Acres)

### PROJECT DESCRIPTION

Give a brief description of this project: \_\_\_\_\_

The project will consist of 60 units within 9 garden style buildings, one of which will be a community building for resident services. A high parking ration is planned, with the expectation that most tenants will be workforce commuting to Bend.



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### SUBMITTAL REQUIREMENTS

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- A written statement identifying the changes to the original land use decision requested.
  - Title report verifying ownership. Please include property legal description.
  - Burden of proof statement that addresses the standards required for a modification.
  - Site Plan Seven (7) copies which must be folded individually, or in sets to 8 ½" X 11" in size), one (1) reduced copy of site plan (8½ x 11). One electronic copy of the Site Plan and Burden of proof on a CD.
  - Completed application.
  - Additional information *may* be required depending on the request.
- 

#### **FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_

Rec'd By: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Receipt #: \_\_\_\_\_

**Modifications of Approval.** The burden of proof statement must address these standards;

I. What is being proposed?

- Project Description: what is being added, changed or deleted? Is there a change to a site development plan that is the result of changed circumstances, an error in the original decision or is inconsistent with the current code?
- Has 90 days elapsed from the effective date of the initial land use approval?
- Did the original decision require a public hearing?



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- How many aspects of the original decision are affected? What are they? (Please note: proposals that would modify an approval in multiple areas with a scope greater than allowable as a modification shall be rejected, and a new application shall be required).

II. General Information.

- Would a variance normally be required for this request? (Note: modifications shall not be accepted in such cases where a variance would be required).
- All information indicated on page 1 of this application.

**By signing this application, the undersigned certifies that he / she has read and understands the submittal requirements stated above. Please note: submission of false or misleading information could lead to the denial of this application request.**

Owner: Chuck Rucker Date: 8/31/23  
Signature

Applicant: George Schmidbauer Date: 10/11/23  
Signature

**Note: If you are an authorized Agent, please attach a letter of authorization signed by the Property Owner allowing you to act in their behalf during this process.**

Modification of Approval Application  
Project - Huntington Apartments  
Applicant - Danco Communities  
October 11<sup>th</sup> 2023

### **Burden of Proof Statement**

Project Description: Danco Communities (Applicant) is developing a project on Tax Lot 221011CB00100 in La Pine, OR. The project will consist of 60 units within 9 garden style buildings, one of which will be a community building for resident services. All units will be rented at or below 60% AMI as set by the State of Oregon Housing and Community Services department. A high parking ration is planned, with the expectation that most tenants will be commuting workforce.

The Applicant has an active purchase and sale agreement (PSA) for the property with the current owner, K Huntington LLC (Owner). Before entering into the PSA, the current Owner had their own development plans for the property and rezoned the property to CMX. As part of that rezoning, a Conditions of Approval Agreement (COA) was executed and recorded on the property on 8/20/2020 (document ID 2020-42071). The Applicant's proposed affordable housing development is substantially different than the Owner's previously proposed development. We are requesting a modification to Recital D and Agreement 2 of the COA, which are re-stated below:

D. As a condition of approval, prior to issuance of any land use approvals or building permits on the subject property, applicant must execute a deed in a form acceptable to City that dedicates right-of-way to the City of La Pine sufficient to accommodate a 200- foot diameter roundabout, measured from the current intersection of the centerlines of Huntington Road and Memorial Lane.

2. The City Engineer estimated necessary right of way for improvements at the Huntington Road and Memorial Lane intersection to be the amount that would accommodate a 200-foot diameter roundabout, which Owner has agreed to dedicate to City (the "Right of Way Dedication").

Our requested modification is to reduce the "200-foot diameter" requirement to *175-foot diameter*. The Applicant's development team had ongoing discussions with the City of La Pine's contracted public works engineer, Erik Huffman, about the necessary size of this roundabout. Erik's direction to the Applicant was that the 175-foot diameter roundabout footprint, centered as specified in the CAD file sent on 10/14/2022, would be sufficient and is consistent with other arterial roundabouts in Deschutes County.

90 days has elapsed since the initial land use approval.

The original decision required a public hearing.

This requested modification meets the requirements of a Modification of Approval, as outlined in **Sec. 15.202.130**.

- The application to modify is directed to one discrete aspect of the approval: the diameter of the roundabout.

- The modification of this aspect would not amount to approval of a substantially new proposal: we are only requesting to modify one specific aspect of the approval, while leaving all other components and conditions of the approval unchanged.
- The modification of this aspect not have significant impacts on surrounding properties: Erik Huffman concluded that the reduction in roundabout diameter from 200 feet to 175 feet would have no adverse effects on the surrounding properties (see attached emails dated 8/15/23 and 10/14/22).

Would a variance normally be required for this request? No

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**PROPERTY OWNER AND APPLICANT INFORMATION**

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Applicant Name Danco Communities Phone 707-825-1588 Fax 707-822-9596  
 Address 5251 Ericson Way City Arcata State CA Zip Code 95521  
 Email georgeschmidbauer@gmail.com

Property Owner K Huntington LLC Phone 541-797-0151 Fax \_\_\_\_\_  
 Address 409 NE Greenwood, Ste 200 City Bend State OR Zip Code 97701  
 Email kodiak@kodiakcre.com, chuck@kodiakcre.com

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**PROPERTY DESCRIPTION**

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Property Location (address, intersection of cross street, general area) \_\_\_\_\_  
NW corner of Huntington and Memorial.  
 Tax lot number: T-15 R-13 Section \_\_\_\_\_ Tax Lot(s) 221011CB00100  
 Zoning MUC Total Land Area \_\_\_\_\_ (Square Ft.) 4.7 (Acres)

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01310984202000420710070070

08/20/2020 03:28 PM

**After Recording Return To:**

City of La Pine  
16345 Sixth Street  
La Pine, Oregon 97739

D-IPPS Cnt=1 Str=3 STFCLK  
\$35.00 \$11.00 \$61.00 \$10.00 \$6.00

\$123.00

**CONDITIONS OF APPROVAL AGREEMENT**

This Conditions of Approval Agreement (this "Agreement") is by and between the City of La Pine, an Oregon municipal corporation ("City"), and D Huntington, LLC, K Huntington, LLC, and Rucker Properties, LLC (collectively, "Owner"), an Oregon limited liability company, dated effective this 29<sup>th</sup> day of July, 2020.

**RECITALS**

- A. Owner is the owner of record for the real property identified as Tax Lot 100 on Deschutes County Assessor's Map 22-10-11CB, in La Pine, Oregon and legally described in the instrument recorded as Document No. 2019-14893 in the Deschutes County Official Records ("Owner's Property").
- B. Owner sought approval for a comprehensive plan map amendment and zone change from Public Facilities (PF) to Commercial Mixed-Use (CMX), which City approved under Planning File Nos. 03CA/ZC-19 and Ordinance 2020-07 (the "Ordinance").
- C. As a condition of approval, the Ordinance requires Owner to pay a fee of \$1,292 per PM peak hour trip generated by the development subject to the building permit as determined by City, which amount shall increase on the first day of each calendar year by an amount proportionate to the yearly change in the Consumer Price Index for All Urban Consumers for the West Region, as published by the U.S. Bureau of Labor Statistics.
- D. As a condition of approval, prior to issuance of any land use approvals or building permits on the subject property, applicant must execute a deed in a form acceptable to City that dedicates right-of-way to the City of La Pine sufficient to accommodate a 200-foot diameter roundabout, measured from the current intersection of the centerlines of Huntington Road and Memorial Lane.
- E. The parties desire to memorialize their arrangement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows.

**AGREEMENT**

- 1. The Owner's traffic study identified that development of Owner's Property would significantly impact the Huntington Road and Memorial Lane intersection. The traffic study determined that Owner's proportionate share of intersection improvements (roundabout construction) is \$1,292 per PM peak hour trip, which the Owner has agreed to pay to the City (the "Mitigation Payment").
- 2. The City Engineer estimated necessary right of way for improvements at the Huntington Road and Memorial Lane intersection to be the amount that would accommodate a 200-foot

diameter roundabout, which Owner has agreed to dedicate to City (the "Right of Way Dedication").

3. The Mitigation Payment shall be made to City prior to City issuing building permits for development on the Owner's Property. The Mitigation Payment shall be \$1,292 per PM peak hour trip for the development subject to the building permit. The number of PM peak hour trips generated by the development subject to the development will be determined by the City. The amount of the Mitigation Payment per PM peak hour trip shall increase on the first day of each calendar year by an amount proportionate to the yearly change in the Consumer Price Index for All Urban Consumers for the West Region, as published by the U.S. Bureau of Labor Statistics or similar inflation index.
4. A deed effectuating the Right of Way Dedication in a form acceptable to City shall be recorded prior to issuance of any land use approvals or building permits for the Owner's Property.
5. Owner shall timely and fully comply with all other conditions of approval set forth in the Decision.
6. This Agreement runs with the land as it presently exists or as it may be divided or reconfigured in the future and shall be binding upon and inure to Owner's heirs, successors, and assigns.
7. In the event this Agreement is placed in the hands of an attorney to collect the Mitigation Payment or Right of Way Dedication or if City must initiate any action or proceedings to interpret or enforce the terms of this Agreement, Owner shall pay City's actual attorney fees, costs, and expenses including those incurred upon any appeal.
8. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable in any respect, the enforceability of the provision in any other respect and that of the remainder of this Agreement shall be not be affected.
9. The undersigned represent that they have authority to execute this Agreement on behalf of their respective parties and, once executed, this Agreement shall be binding upon such party.
10. This Agreement shall be construed under the laws of Oregon. Venue for any litigation or arbitration shall be in Deschutes County, Oregon.

[signatures on next page]

EXECUTED as of the date first written above.

CITY

City of La Pine,  
an Oregon municipal corporation

By: Melissa Bethel  
Melissa Bethel, City Manager

OWNER

K Huntington LLC,  
an Oregon limited liability company

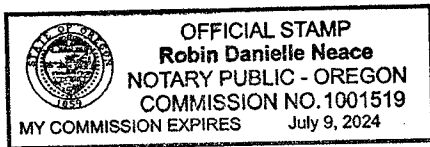
By: \_\_\_\_\_  
Kodiak Malmstrom, Member

D Huntington, LLC,  
an Oregon limited liability company

By: David Schalker  
David Schalker, Member

Rucker Properties, LLC  
a Nevada limited liability company

By: \_\_\_\_\_  
Charles Rucker, Member



State of Oregon, County of Deschutes ) ss.

On this 30 day of August, 2020 personally appeared before me the above named Melissa Bethel and acknowledged the foregoing instrument to be her voluntary act and deed as City Manager for the City of La Pine.

Robin Neace  
Notary Public for Oregon

State of Oregon, County of Deschutes ) ss.

On this 29th day of July, 2020 personally appeared before me the above named Kodiak Malmstrom and acknowledged the foregoing instrument to be his voluntary act and deed for K Huntington, LLC.

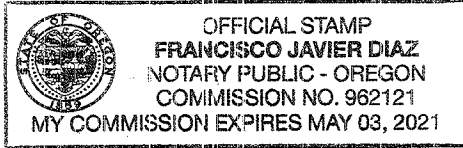
\_\_\_\_\_  
Notary Public for Oregon

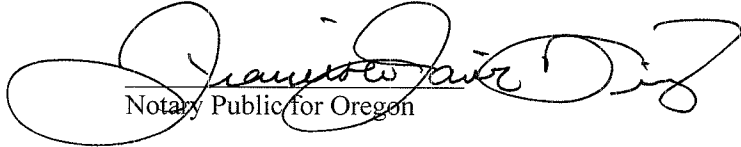
[notaries continue on next page]



State of Oregon, County of Deschutes ) ss.

On this 29<sup>th</sup> day of July, 2020 personally appeared before me the above named David Schalker and acknowledged the foregoing instrument to be his voluntary act and deed for D Huntington, LLC.



  
Notary Public for Oregon

State of Oregon, County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 personally appeared before me the above named Charles Rucker and acknowledged the foregoing instrument to be his voluntary act and deed for Rucker Properties, LLC.

\_\_\_\_\_  
Notary Public for Oregon

EXECUTED as of the date first written above.

CITY

City of La Pine,  
an Oregon municipal corporation

OWNER

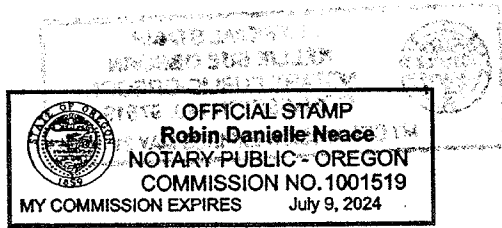
K Huntington LLC,  
an Oregon limited liability company

By: Melissa Bethel  
Melissa Bethel, City Manager

By: \_\_\_\_\_  
Kodiak Malmstrom, Member

D Huntington, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
David Schalker, Member



Rucker Properties, LLC  
a Nevada limited liability company

By: Charles Rucker  
Charles Rucker, Member

State of Oregon, County of Deschutes ) ss.

On this 10 day of August, 2020 personally appeared before me the above named Melissa Bethel and acknowledged the foregoing instrument to be her voluntary act and deed as City Manager for the City of La Pine.

Robin Neace  
Notary Public for Oregon

State of Oregon, County of Deschutes ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 personally appeared before me the above named Kodiak Malmstrom and acknowledged the foregoing instrument to be his voluntary act and deed for K Huntington, LLC.

\_\_\_\_\_  
Notary Public for Oregon

[notaries continue on next page]

State of Oregon, County of \_\_\_\_\_ ) ss.

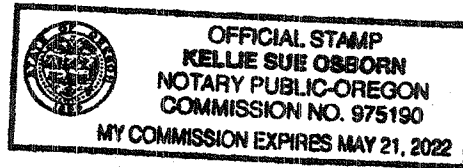
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 personally appeared before me the above named David Schalker and acknowledged the foregoing instrument to be his voluntary act and deed for D Huntington, LLC.

\_\_\_\_\_  
Notary Public for Oregon

State of Oregon, County of Deschutes ) ss.

On this 29 day of June, 2020 personally appeared before me the above named Charles Rucker and acknowledged the foregoing instrument to be his voluntary act and deed for Rucker Properties, LLC.

Kellie Sue Osborn  
Notary Public for Oregon



EXECUTED as of the date first written above.

CITY

City of La Pine,  
an Oregon municipal corporation

OWNER

K Huntington LLC,  
an Oregon limited liability company

By: Melissa Bethel  
Melissa Bethel, City Manager

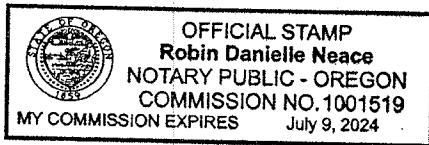
By: [Signature]  
Kodiak Malmstrom, Member

D Huntington, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
David Schalker, Member

Rucker Properties, LLC  
a Nevada limited liability company

By: \_\_\_\_\_  
Charles Rucker, Member



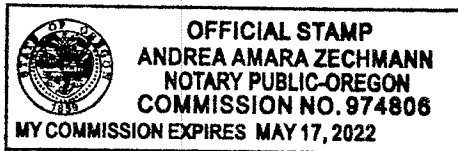
State of Oregon, County of Deschutes ) ss.

On this 10 day of August, 2020 personally appeared before me the above named Melissa Bethel and acknowledged the foregoing instrument to be her voluntary act and deed as City Manager for the City of La Pine.

[Signature]  
Notary Public for Oregon

State of Oregon, County of Deschutes ) ss.

On this 2 day of July, 2020 personally appeared before me the above named Kodiak Malmstrom and acknowledged the foregoing instrument to be his voluntary act and deed for K Huntington, LLC.



[Signature]  
Notary Public for Oregon

[notaries continue on next page]



George Schmidbauer &lt;georgeschmidbauer@gmail.com&gt;

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## Huntington Apartments\_Conditions of Approval update

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**Erik Huffman** <ehuffman@beconeng.com>

Tue, Sep 12, 2023 at 5:59 PM

To: George Schmidbauer &lt;georgeschmidbauer@gmail.com&gt;

Cc: Brent Bybee &lt;bbybee@lapineoregon.gov&gt;, Bryan Appleby &lt;bryan@rennisoncompanies.com&gt;, Geoff Wullschlager &lt;gwullschlager@lapineoregon.gov&gt;, Mckenzie Dibble &lt;mdibble@danco-group.com&gt;, Nkechi Odu &lt;nkechi@odulaw.com&gt;

Hi George, when I came up with the 175' roundabout, I was doing that independently and I was not familiar with the zone change plan for a 200' roundabout. I do believe that a 175' diameter is plenty large enough for any roundabout at that intersection, but I will need to take a look at the zone change decision to see how 200' was arrived at.

Brent, is there a chance you might have the decision available for the zone change? I can compare with their analysis and then respond to George in accordance with the specific points in the zone change decision.

Thanks a lot, -Erik

Erik Huffman, PE, PLS, CWRE, LEED AP  
BECON [www.beconeng.com](http://www.beconeng.com)  
549 SW Mill View Way, Suite 100  
Bend, OR 97702  
Office (541) 633-3140  
Direct (541) 668-6250  
Cell (503) 730-5274

On Tue, Sep 12, 2023 at 5:50 PM George Schmidbauer <georgeschmidbauer@gmail.com> wrote:

Hi Brent,

Thanks for digging this up! I've attached the email where Erik shared drawings of a 175' diameter roundabout for us to use with our project. Any communication related to the zone change would have been done by the seller of the property and was geared towards their proposed commercial development. I don't think they will share their email records.

There are also two emails from Erik in this email chain that backup his decision to go with a 175' roundabout. I know it's not a ton of evidence, but I think it's all we have. I'm sure Erik would be able to add more information as well.

I referenced these emails in my burden of proof statement (attached). What else do you need from me in order to move this to the next step?

Thanks again,

**George Schmidbauer**  
530.351.1142  
[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

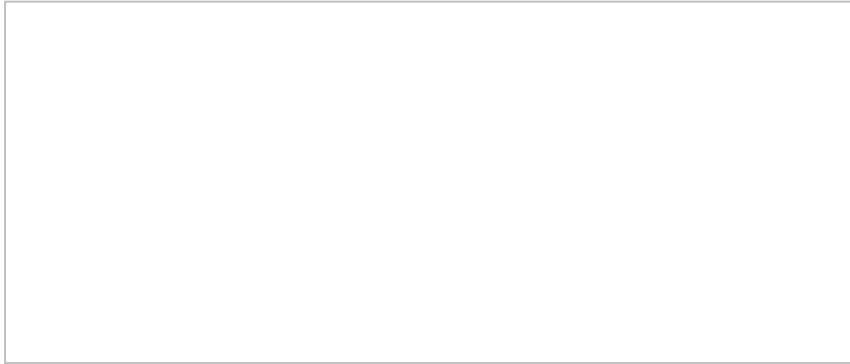
On Tue, Sep 12, 2023 at 5:12 PM Brent Bybee <bbybee@lapineoregon.gov> wrote:

Hey George, it appears that it was discussed at the city council hearing on June 24, 2020.

The minutes state: *"Wisco noted that the traffic study found that there would be an unacceptable impact on traffic at the Huntington/Memmmorial Lane intersection, and as such, the developer has created a minitigation plan to put a roundabout there at \$2.2 million- applicant to pay pro-rate share of improvement (about \$163,000) to be paid at the time of building permit. Council had questions about the necessity of a roundabout."*

It sounds as though the developer proposed the roundabout in their traffic impact analysis, and the city council required it as a condition in their final order.

This is the best information I can find, I can't locate anything that refers to the design of the roundabout. Since the condition is primarily based on recommendations from Erik, the only thing that would be under review is the condition of approval. I don't have an explanation on why the condition doesn't match his recommendation. Please dig up all correspondence between your team, the city, and Erik with regard to approval of the roundabout size being 175' not 200' in 2019 and 2020, and that will be the primary evidence submitted towards the condition modification.



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**From:** George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)>

**Sent:** Thursday, September 7, 2023 1:21 PM

**To:** Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)>

**Cc:** Erik Huffman <[ehuffman@beconeng.com](mailto:ehuffman@beconeng.com)>; Bryan Appleby <[bryan@rennisoncompanies.com](mailto:bryan@rennisoncompanies.com)>; Geoff Wullschlager <[gwullschlager@lapineoregon.gov](mailto:gwullschlager@lapineoregon.gov)>; Mckenzie Dibble <[mdibble@danco-group.com](mailto:mdibble@danco-group.com)>; Nkechi Odu <[nkechi@odulaw.com](mailto:nkechi@odulaw.com)>

**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Hi Brent,

Just following up on my previous email.

Thanks!

**George Schmidbauer**

530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Thu, Aug 31, 2023 at 11:57 AM George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)> wrote:

Hi Brent,

The staff report has no reference to the roundabout and no section dedicated to Traffic. There is a short section for Vehicle Access to the site, but it doesn't seem applicable to this modification.

Please advise on what sections of the staff report, if any, need to be referenced in the Burden of Proof.

Thank you,

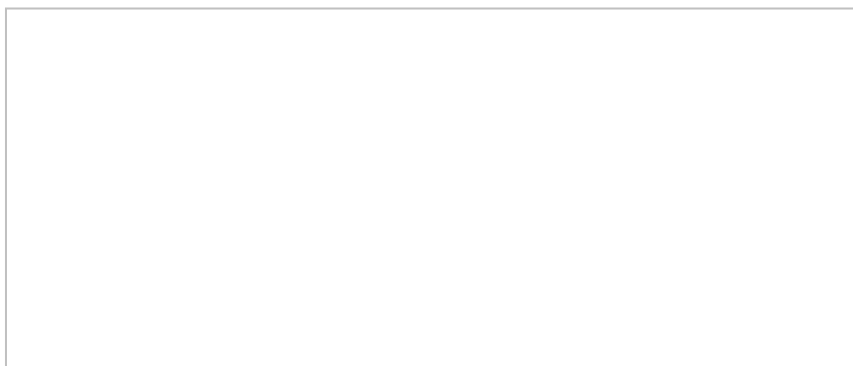
**George Schmidbauer**

530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Thu, Aug 31, 2023 at 10:16 AM Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)> wrote:

Apologies, here is the original staff report as well for reference.



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**From:** Brent Bybee

**Sent:** Thursday, August 31, 2023 10:16 AM

**To:** George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)>

**Cc:** Erik Huffman <[ehuffman@beconeng.com](mailto:ehuffman@beconeng.com)>; Bryan Appleby <[bryan@rennisoncompanies.com](mailto:bryan@rennisoncompanies.com)>; Geoff Wullschlager <[gwullschlager@lapineoregon.gov](mailto:gwullschlager@lapineoregon.gov)>; Mckenzie Dibble <[mdibble@danco-group.com](mailto:mdibble@danco-group.com)>; Nkechi Odu

<nkechi@odulaw.com>

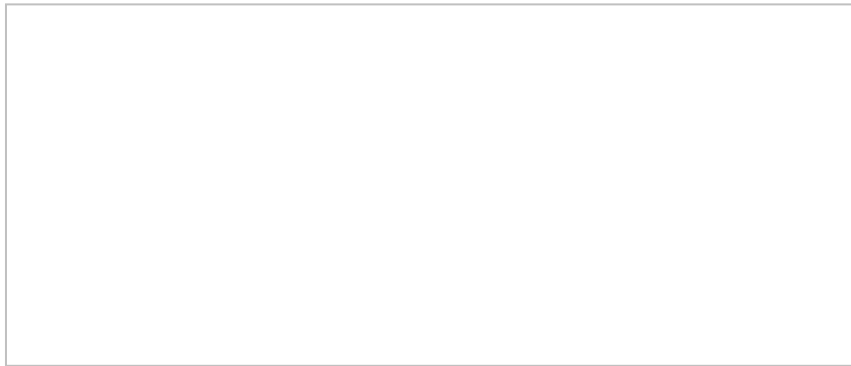
**Subject:** RE: Huntington Apartments\_Conditions of Approval update

Hello George,

Attached is the applicable modification application. You will need to address the criteria affected by the changes, as well as the criteria within Sec. 15.202.130.

The code does not speak to process for a modification. Staff would feel comfortable directing the changes through a Type II Administrative procedure. If the changes amounted to a substantially new proposal, or would have significant impacts on surrounding properties, then a higher application review procedure would be prescribed.

Let me know if you have additional questions.



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**From:** George Schmidbauer <georgeschmidbauer@gmail.com>

**Sent:** Thursday, August 24, 2023 3:45 PM

**To:** Brent Bybee <bbybee@lapineoregon.gov>

**Cc:** Erik Huffman <ehuffman@beconeng.com>; Bryan Appleby <bryan@rennisoncompanies.com>; Geoff Wullschlager <gwullschlager@lapineoregon.gov>; Mckenzie Dibble <mdibble@danco-group.com>; Nkechi Odu <nkechi@odulaw.com>

**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Brent,

In addition to my previous questions, please let me know if the attached burden of proof statement is sufficient. I'm not sure if you need proof of the emails or not.

Thank you,

George Schmidbauer



530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Thu, Aug 24, 2023 at 2:32 PM George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)> wrote:

Brent,

We will get working on this. When is the next PC meeting that we should be working against?

Will you require the 7 physical plan sets or just the electronic set?

Thank you,

**George Schmidbauer**

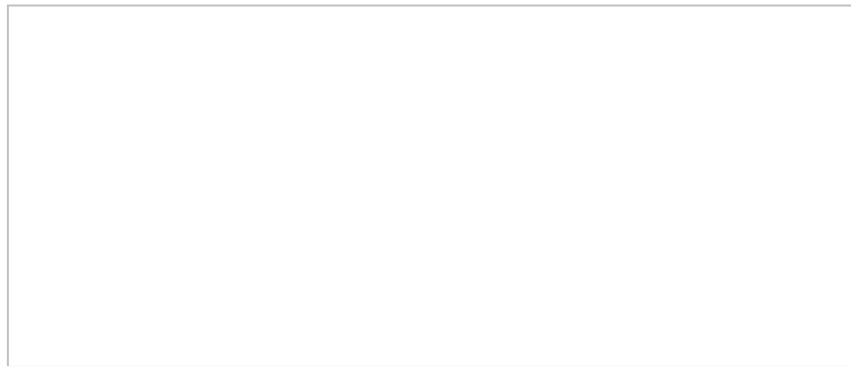
530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Tue, Aug 22, 2023 at 11:44 AM Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)> wrote:

Hello George,

Attached is the modification application. We'll most likely be taking it to the PC and City Council for final approval. I will need to research the process further and get back to you with a definitive answer.



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**From:** George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)>  
**Sent:** Monday, August 21, 2023 1:16 PM  
**To:** Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)>  
**Cc:** Erik Huffman <[ehuffman@beconeng.com](mailto:ehuffman@beconeng.com)>; Bryan Appleby <[bryan@rennisoncompanies.com](mailto:bryan@rennisoncompanies.com)>; Geoff Wullschlager <[gwullschlager@lapineoregon.gov](mailto:gwullschlager@lapineoregon.gov)>; Mckenzie Dibble <[mdibble@danco-group.com](mailto:mdibble@danco-group.com)>; Nkechi Odu <[nkechi@odulaw.com](mailto:nkechi@odulaw.com)>  
**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Hi Brent,

Just following up on the process to modify the roundabout condition. Not knowing how long it could be, I want to get well ahead of it.

Thank you,

**George Schmidbauer**

530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Tue, Aug 15, 2023 at 3:24 PM George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)> wrote:

Hi Brent,

That sounds like a good plan! Do you have an application form for this, or any guidance on what you need from our end to get the ball rolling?

Thank you,

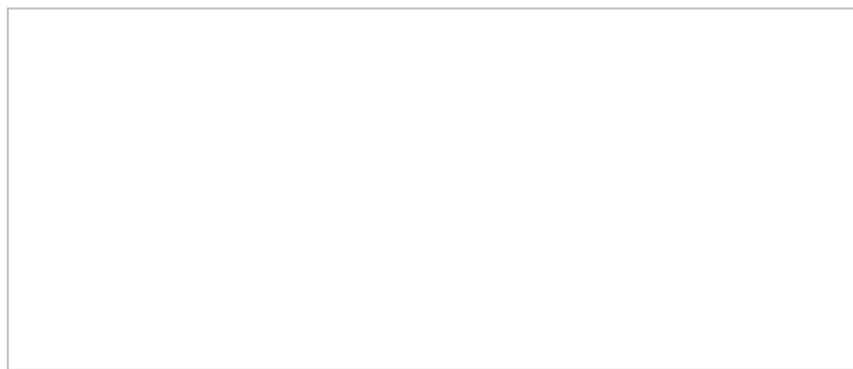
**George Schmidbauer**

530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Tue, Aug 15, 2023 at 3:11 PM Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)> wrote:

Perfect, staff would feel comfortable accepting an application for a modification of decision 03CA/ZA-19.



---

**From:** Erik Huffman <[ehuffman@beconeng.com](mailto:ehuffman@beconeng.com)>

**Sent:** Tuesday, August 15, 2023 12:13 PM

**To:** Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)>

**Cc:** Bryan Appleby <[bryan@rennisoncompanies.com](mailto:bryan@rennisoncompanies.com)>; George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)>; Geoff Wullschlager <[gwullschlager@lapineoregon.gov](mailto:gwullschlager@lapineoregon.gov)>; Mckenzie Dibble <[mdibble@danco-group.com](mailto:mdibble@danco-group.com)>; Nkechi Odu <[nkechi@odulaw.com](mailto:nkechi@odulaw.com)>

**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Hi Brent, no, when I went back and looked at other roundabouts on other sites around the county, I found that 175 feet diameter is a standard footprint for roundabouts on arterials, so the reduction from 200 to 175 would have no adverse affect on other properties. Thanks a lot, -Erik

Erik Huffman, PE, PLS, CWRE, LEED AP

BECON [www.beconeng.com](http://www.beconeng.com)

549 SW Mill View Way, Suite 100

Bend, OR 97702

Office (541) 633-3140

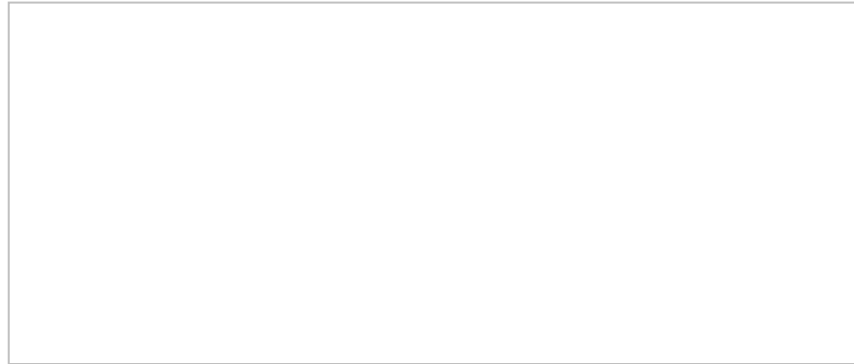
Direct (541) 668-6250

Cell (503) 730-5274

On Tue, Aug 15, 2023 at 12:06 PM Brent Bybee <bbybee@lapineoregon.gov> wrote:

Thank you Erik,

Do you think the reduction will cause significant additional impacts on neighboring properties?



---

**From:** Erik Huffman <ehuffman@beconeng.com>

**Sent:** Monday, August 14, 2023 3:54 PM

**To:** Bryan Appleby <bryan@rennisoncompanies.com>

**Cc:** George Schmidbauer <georgeschmidbauer@gmail.com>; Brent Bybee <bbybee@lapineoregon.gov>; Geoff Wullschlager <gwullschlager@lapineoregon.gov>; Mckenzie Dibble <mdibble@danco-group.com>; Nkechi Odu <nkechi@odulaw.com>

**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Hi Brent, although we must have discussed a 200' diameter at some point during the application process, my direction to the applicant's design team was indeed the 175' diameter roundabout footprint centered as specified in the CAD file that Bryan attached to the email. It appears that the design adheres to my recommendation and I am fine with the 175' diameter circle and the location that they've used. Thanks a lot, -Erik

Erik Huffman, PE, PLS, CWRE, LEED AP

BECON [www.beconeng.com](http://www.beconeng.com)

549 SW Mill View Way, Suite 100

Bend, OR 97702

Office (541) 633-3140

Direct (541) 668-6250

Cell (503) 730-5274

On Mon, Aug 14, 2023 at 2:20 PM Bryan Appleby <bryan@rennisoncompanies.com> wrote:

George,

You forwarded the attached PDF and DWG files to us on 10/14/2022 as you received from Erik Huffman that same day. The CAD file includes the placement of an 87.5' radius (175' diameter) future roundabout. The future roundabout location and size is depicted on Sheet C1.0 "Site Plan" of our civil design drawings.



A screenshot of a email Description automatically generated

---

**BRYAN APPLEBY, PE** | Civil Engineer



Rennison Design

**ADDRESS:** [2025 E Riverside Drive, Suite 200 | Eagle, Idaho 83616](#)

**MOBILE:** 208.484.3747 | **EMAIL:** [Bryan@RennisonCompanies.com](mailto:Bryan@RennisonCompanies.com)

---

**From:** George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)>

**Sent:** Monday, August 14, 2023 3:05 PM

**To:** Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)>

**Cc:** Geoff Wullschlager <[gwullschlager@lapineoregon.gov](mailto:gwullschlager@lapineoregon.gov)>; Mckenzie Dibble <[mdibble@danco-group.com](mailto:mdibble@danco-group.com)>; Nkechi Odu <[nkechi@odulaw.com](mailto:nkechi@odulaw.com)>; Erik Huffman <[ehuffman@beconeng.com](mailto:ehuffman@beconeng.com)>; Bryan Appleby <[bryan@rennisoncompanies.com](mailto:bryan@rennisoncompanies.com)>

**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Hi Brent,

Thanks for that additional information. I've added Bryan, our civil engineer, so he can catch up on this conversation and provide context on how we ended up on the reduced roundabout size.

Can we set up a short meeting towards the end of the week to circle up on this? Thursday is wide open for me.

Thank you,

**George Schmidbauer**

530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Mon, Aug 14, 2023 at 12:53 PM Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)> wrote:

Hey George,

That's totally understandable. I'd be happy to coordinate on that condition with Erik.

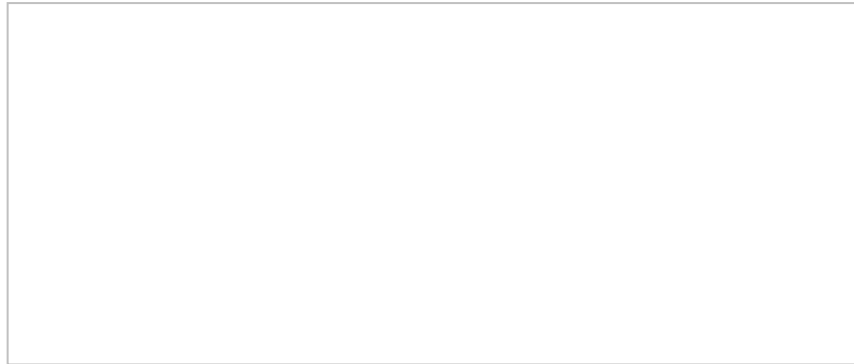
I've had experience with similar instances in the past. The only way to amend, change, or "work around" the original conditions of approval from decision 03CA/ZA-19, is to apply for a modification to the original approval.

The modification criteria states:

***Sec. 15.202.130. - Modification of approval.***

- A. A modification shall not be filed as a substitute for an appeal or to apply for a substantially new proposal or one that would have significant additional impacts on surrounding properties. For the purposes of this section, a substantially new proposal would require the application of new criteria and a significant impact would result in the imposition of new or different conditions of approval.*
- B. An application to modify an approval shall be directed to one or more discrete aspects of the approval, the modification of which would not amount to approval of a substantially new proposal or one that would have significant additional impacts on surrounding properties. Any proposed modification, as defined in this section, shall be reviewed only under the criteria applicable to that particular aspect of the proposal. Proposals that would modify an approval in a scope greater than allowable as a modification shall be treated as an application for a new proposal.*

I could not locate a finding or condition in decision 09SPR-22, stating that a 87.5' roundabout would suffice. Before we can move forward with the modification, staff will need to confirm with Erik that the reduction will not cause significant additional impacts on neighboring properties.



---

**From:** George Schmidbauer <[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)>  
**Sent:** Thursday, August 10, 2023 5:10 PM  
**To:** Brent Bybee <[bbybee@lapineoregon.gov](mailto:bbybee@lapineoregon.gov)>  
**Cc:** Geoff Wullschlager <[gwullschlager@lapineoregon.gov](mailto:gwullschlager@lapineoregon.gov)>; Mckenzie Dibble <[mdibble@danco-group.com](mailto:mdibble@danco-group.com)>; Nkechi Odu <[nkechi@odulaw.com](mailto:nkechi@odulaw.com)>  
**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Morning Brent,

The only condition that is problematic for us is the 200' diameter roundabout. We have consulted with city staff throughout the design process and mutually agreed on a smaller roundabout (87.5' radius). These conversations were mostly had by our civil engineer and Erik Huffman, so it may make sense to loop them into the conversation.

Do you have any suggestions on how to work around this condition given the conversations and work already done?

Thank you,

**George Schmidbauer**

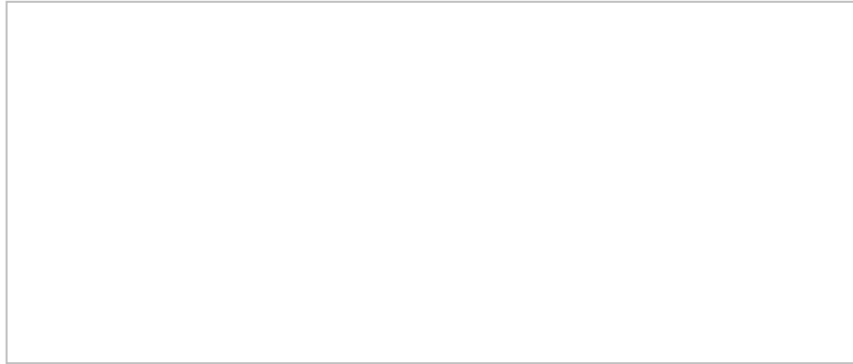
530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)

On Wed, Aug 9, 2023 at 11:19 AM Brent Bybee <bbybee@lapineoregon.gov> wrote:

George,

I did not know that the decision you were referring to was a comprehensive plan map change and zone change. Planning File 03CA/ZA-19 effectively changed the zoning of the property from the Public Facility to Commercial Mixed Use. The action has been completed, and the conditions of approval shall continue to be complied with in addition to any new conditions of approval from other land use decisions.



---

**From:** George Schmidbauer <georgeschmidbauer@gmail.com>  
**Sent:** Tuesday, August 8, 2023 2:17 PM  
**To:** Brent Bybee <bbybee@lapineoregon.gov>  
**Cc:** Geoff Wullschlager <gwullschlager@lapineoregon.gov>; Mckenzie Dibble <mdibble@danco-group.com>; Nkechi Odu <nkechi@odulaw.com>  
**Subject:** Re: Huntington Apartments\_Conditions of Approval update

Hi Brent,

I've attached the document here. I don't see any expiration date, and I believe it was recorded on the property when the current owner had the zoning changed. We are using this CMX zoning for our project.

Ultimately, we would like our project's conditions of approval to replace these on the properties title report. Take a look and let me know what you think.

Thank you,

**George Schmidbauer**

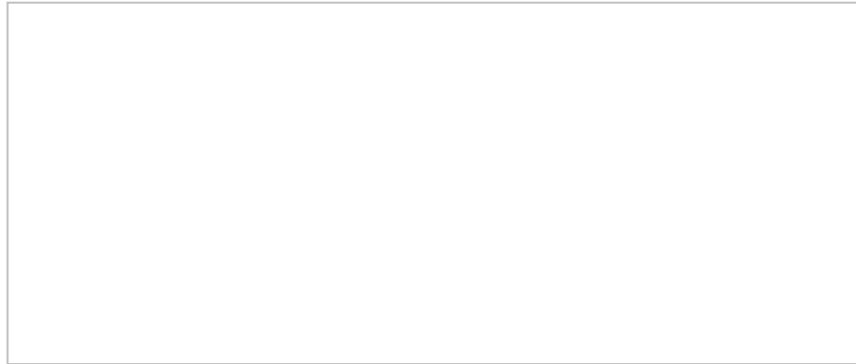
530.351.1142

[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)



On Tue, Aug 8, 2023 at 2:03 PM Brent Bybee <bbybee@lapineoregon.gov> wrote:

If I remember correctly from our conversation a few weeks back, there was a land use approval that was approved in the past which is what your questions pertains to. If that past land use approval has expired, and the use has not been initiated, the conditions of approval are no longer valid.



---

**From:** George Schmidbauer <georgeschmidbauer@gmail.com>  
**Sent:** Monday, August 7, 2023 1:23 PM  
**To:** Brent Bybee <bbybee@lapineoregon.gov>  
**Cc:** Geoff Wullschlager <gwullschlager@lapineoregon.gov>; Mckenzie Dibble <mdibble@danco-group.com>; Nkechi Odu <nkechi@odulaw.com>  
**Subject:** Huntington Apartments\_Conditions of Approval update

Hi Brent,

I wanted to create a separate thread for this since I think it got lost in other conversations.

It was noted by our counsel that the conditions of approval from the current owners proposal remain on the property's title report. Can you please confirm that our project's conditions of approval will supersede those? We will need to get this updated on our title report.

Thank you,

George Schmidbauer

530.351.1142

10/11/23, 2:46 PM

Gmail - Huntington Apartments\_Conditions of Approval update



[georgeschmidbauer@gmail.com](mailto:georgeschmidbauer@gmail.com)



George Schmidbauer &lt;georgeschmidbauer@gmail.com&gt;

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## Huntington Roundabout

---

**Erik Huffman** <ehuffman@beconeng.com>

Fri, Oct 14, 2022 at 1:52 PM

To: George Schmidbauer &lt;georgeschmidbauer@gmail.com&gt;

Cc: Alexa Repko &lt;arepko@lapineoregon.gov&gt;, Geoff Wullschlager &lt;gwullschlager@lapineoregon.gov&gt;

Hi George, see attached CAD file, this is what we would be looking for reserving for a future roundabout. I don't see any conflicts with what you have proposed. Thanks a lot, -Erik

Erik Huffman, PE, PLS, CWRE, LEED AP

BECON [www.beconeng.com](http://www.beconeng.com)

549 SW Mill View Way, Suite 100

Bend, OR 97702

Office (541) 633-3140

Direct (541) 668-6250

Cell (503) 730-5274

[Quoted text hidden]

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### 2 attachments

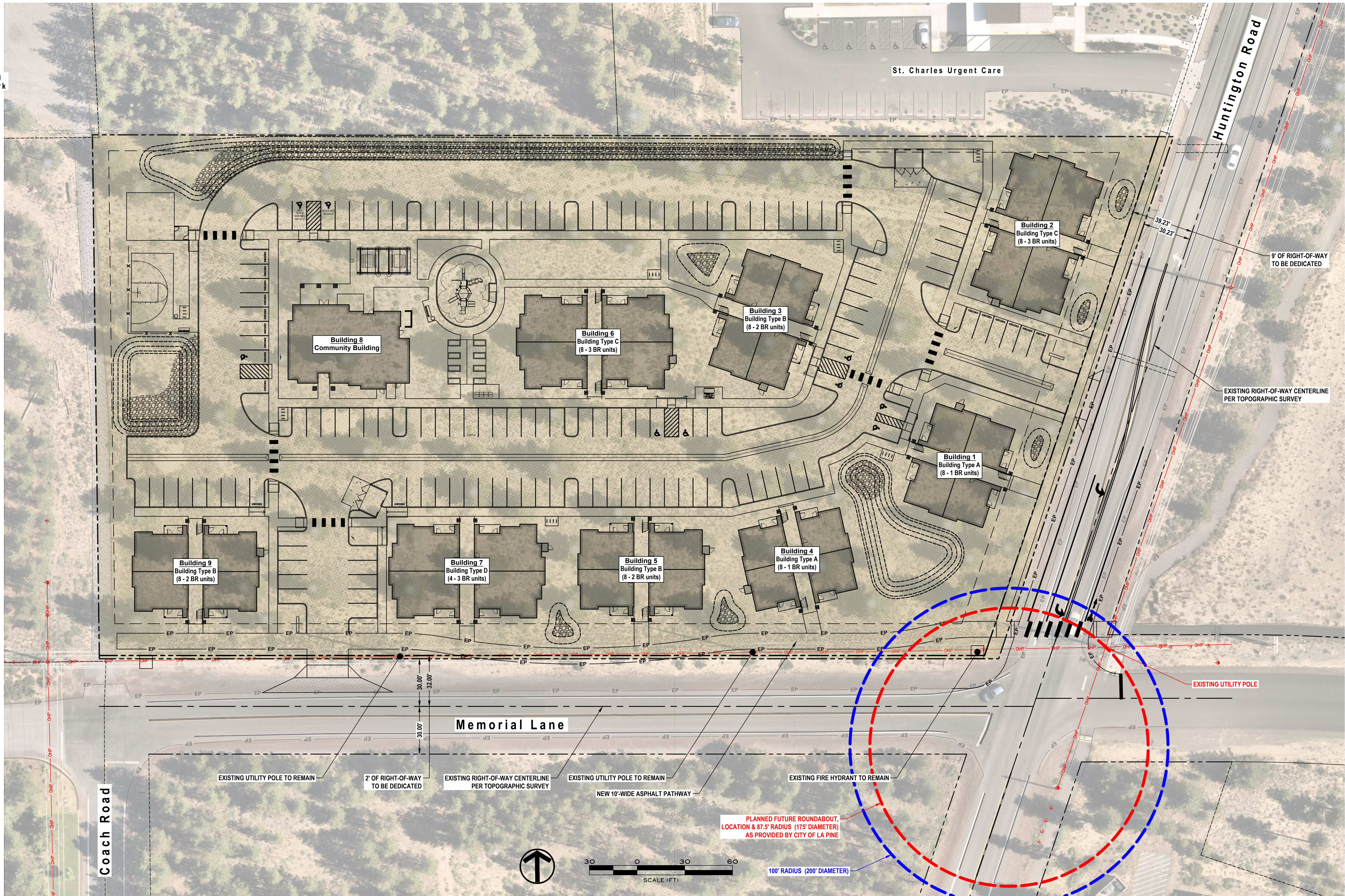
**Memorial Huntington.pdf**

6K

**Memorial Huntington.dwg**

97K

Kelly Young  
Memorial Park



REVISIONS

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ARCHITECTURE PLLC

COPYRIGHT DATE

4/10/2023

DRAWN BY

BEA

PROJECT #

DNG22-04 / R220909



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PRELIMINARY  
NOT FOR  
CONSTRUCTION

DG GROUP ARCHITECTURE PLLC  
490 E. STATE STREET, SUITE 100  
EAGLE, IDAHO 83616  
(208) 392-1228 FAX

ALASKA - ARIZONA - CALIFORNIA - COLORADO - HAWAII - IDAHO - IOWA - KANSAS - LOUISIANA - MONTANA - NEVADA - NEW MEXICO - NORTH DAKOTA - OREGON - SOUTH DAKOTA - U.S.V.I. - UTAH - WASHINGTON - WYOMING

PROJECT  
51771 HUNTINGTON RD  
LA PINE, OR

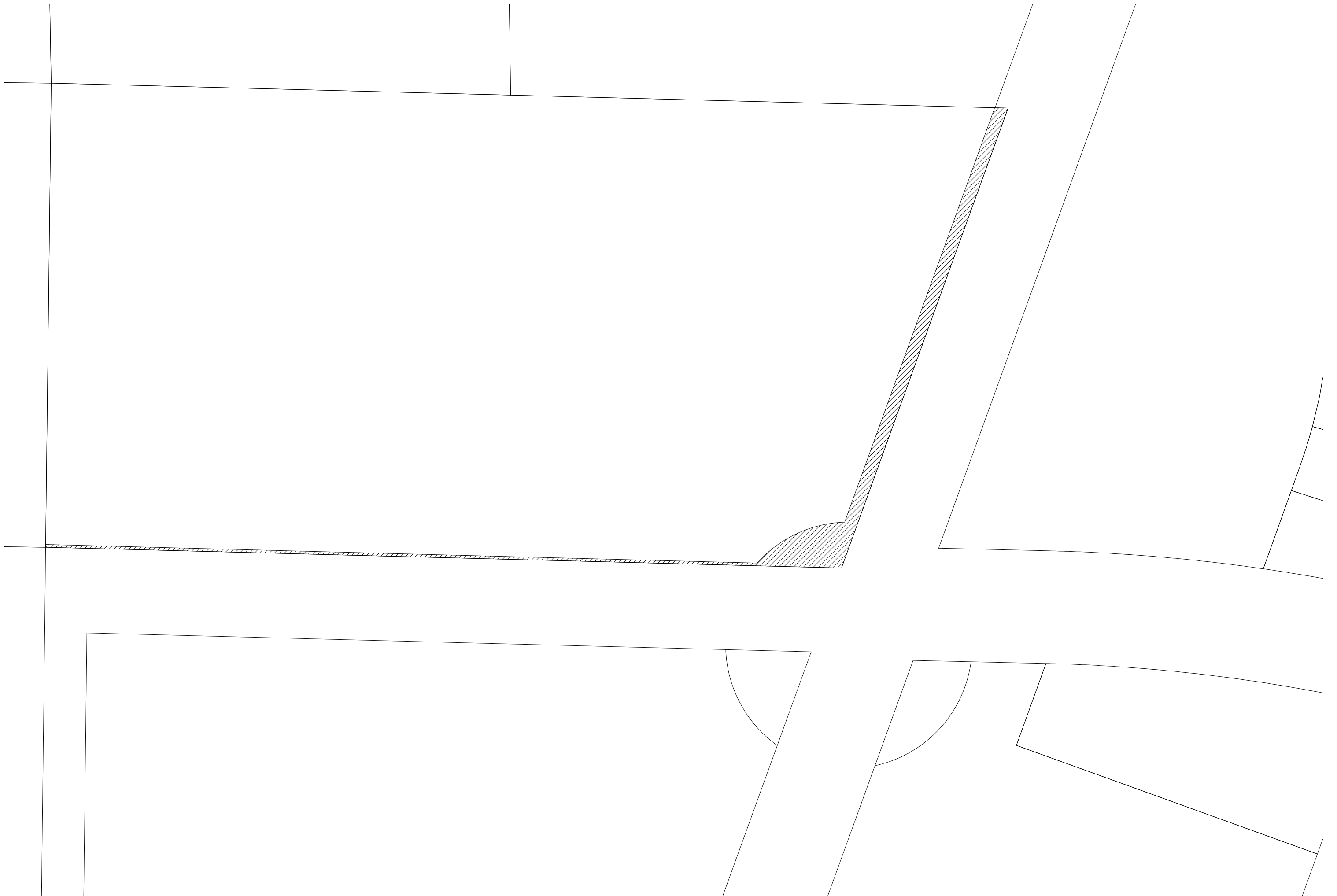
HUNTINGTON  
APARTMENTS

C1.0

SITE PLAN



SITE PLUMBING UTILITIES PERMIT SET - 4/10/23





## PRELIMINARY REPORT

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

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

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

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

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

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

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

*Countersigned*

A handwritten signature in black ink, appearing to read "Fred Freeman", is written over a horizontal line.

Fred Freeman



1777 SW Chandler Ave., Suite 100, Bend, OR 97702  
(541)389-5751 FAX (541)330-1242

## PRELIMINARY REPORT

---

**TITLE OFFICER:** Tyler Friesen  
Email: [titleofficersupport@westerntitle.com](mailto:titleofficersupport@westerntitle.com)

**ORDER NO.:** WT0252476  
**CUSTOMER NO.:** 322300202  
**Revision** 5-update endorsements

**TO:** Lawyers Title of Oregon, LLC  
1455 SW Broadway, Ste 1400  
Portland, OR 97201

**OWNER/SELLER:** D Huntington, LLC, K Huntington, LLC and Rucker Properties, LLC

**BUYER/BORROWER:** La Pine Huntington Road Limited Partnership

**PROPERTY ADDRESS:** 51771 Huntington Rd, La Pine, OR 97739

---

**EFFECTIVE DATE:** October 3, 2023, 05:00 PM

**PRELIMINARY REPORT**  
(continued)

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021	\$ 26,575,852.00	\$ 47,514.00
<b>Owner's Extended</b>		
<b>Proposed Insured: La Pine Huntington Road Limited Partnership</b>		
OTIRO Endorsement No. 110		\$ 0.00
OTIRO 228.3-06 - Encroachments - Boundaries and Easements-Land Under Development (ALTA 28.3-06)		\$ 1,000.00
OTIRO 217-06 - Access and Entry (ALTA 17-06)		\$ 125.00
OTIRO 225-06 - *M* - Same as Survey (ALTA 25-06)		\$ 100.00
OTIRO 203.2 - *M* - Zoning - Land Under Development (ALTA 3.2 - 2021)		\$ 1,000.00
OTIRO 209.8-06 - Covenants, Conditions and Restrictions - Land Under Development (ALTA 9.8-06)		\$ 1,500.00
OTIRO 209.9-06 - Private Rights (ALTA 9.9-06)		\$ 250.00
OTIRO 215.1-06 - *M* - Nonimputation - Additional Insured (ALTA 15.1-06)		\$ 3,593.00
OTIRO 218-06 - Single Tax Parcel (ALTA 18-06)		\$ 50.00
OTIRO 217.2-06 - Utility Access (ALTA 17.2-06)		\$ 275.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06)		\$ 1,000.00
OTIRO 239-06 - Policy Authentication (ALTA 39-06)		\$ 50.00
OTIRO 240-06 - Tax Credit (ALTA 40-06)		\$ 3,593.00
OTIRO 101 - Pending Improvements		\$ 0.00
ALTA Loan Policy 2021	\$ 14,100,000.00	\$ 5,281.00
<b>Extended Lender's</b>		
<b>Proposed Insured:</b> Zions Bancorporation, National Association, as bond trustee for the benefit of Umpqua Bank, an Oregon state-chartered bank		
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 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06)		\$ 1,000.00
OTIRO 66 - Elimination of Exceptions		\$ 50.00
OTIRO 66 - Elimination of Exceptions		\$ 50.00
OTIRO 209.7-06 - Restrictions, Encroachments, Minerals - Land Under Development (ALTA 9.7-06)		\$ 250.00
OTIRO 209.6.1-06 - Private Rights - Current Assessments (ALTA 9.6.1-06)		\$ 100.00
OTIRO 203.2-06 - *M* - Zoning - Land Under Development (ALTA 3.2-06)		\$ 1,000.00
OTIRO 206-06 - Variable Rate (ALTA 6-06)		\$ 50.00
OTIRO 217-06 - Access and Entry (ALTA 17-06)		\$ 125.00



**PRELIMINARY REPORT**  
(continued)

OTIRO 228.3-06 - Encroachments - Boundaries and Easements-Land Under Development (ALTA 28.3-06)		\$	1,000.00
OTIRO 217.2-06 - Utility Access (ALTA 17.2-06)		\$	125.00
OTIRO 225-06 - *M* - Same as Survey (ALTA 25-06)		\$	100.00
OTIRO 218-06 - Single Tax Parcel (ALTA 18-06)		\$	50.00
OTIRO 214-06 - Future Advance - Priority (ALTA 14-06)		\$	0.00
OTIRO 70 - Statutory Construction Lien		\$	1,000.00
OTIRO 64 - Foundation		\$	50.00
OTIRO 87 - Policy Date Down		\$	150.00
OTIRO 87 - Policy Date Down		\$	150.00
OTIRO 87 - Policy Date Down		\$	150.00
OTIRO 87 - Policy Date Down		\$	150.00
OTIRO 87 - Policy Date Down		\$	150.00
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OTIRO 87 - Policy Date Down		\$	150.00
OTIRO 87 - Policy Date Down		\$	150.00
OTIRO 87 - Policy Date Down		\$	150.00
2nd ALTA Loan Policy 2021	\$ 10,065,000.00	\$	4,804.00
<b>Extended Lender's</b>			
<b>Proposed Insured:</b> Zions Bancorporation, National Association, as bond trustee for the benefit of Umpqua Bank, an Oregon state-chartered bank			
OTIRO 222-06 - Location (ALTA 22-06)		\$	0.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06)		\$	1,000.00
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$	100.00
Government Lien Search		\$	30.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Simple

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

D Huntington, LLC, an Oregon limited liability company, as to an undivided 1/3 interest, K Huntington, LLC, an Oregon limited liability company, as to an undivided 1/3 interest and Rucker Properties, LLC, an Oregon limited liability company, as to an undivided 1/3 interest

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

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

**PRELIMINARY REPORT**  
(continued)

**EXHIBIT "A"**  
Legal Description

Lot 1, NEWBERRY NEIGHBORHOOD, recorded October 15, 2003 in Cabinet G, Page 72, Deschutes County, Oregon.

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

**GENERAL EXCEPTIONS:**

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

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
7. Regulations, levies, liens, assessments, rights of way and easements of La Pine Special Sewer District.
8. Easements for right of way for electric power transmission lines in favor of Midstate Electric Coop. (ORE 02237), right of way for electric power transmission lines to Midstate Electric Coop. (OR 36331), right of way for telephone line purposes to U.S. West Communications Company (OR 36603), and right of way for television cable line purposes to Crestview Cable TV Company (OR 43926), as disclosed by United States Department of the Interior State of Oregon Indemnity Selection,  
Recording Date: June 1, 1993  
Recording No.: 300-2146
9. Easements, conditions, restrictions and notes as delineated on the recorded plat.
10. Conditions of Approval Agreement, including the terms and provisions thereof,  
  
Recording Date: August 20, 2020  
Recording No: 2020-42071  
Between: City of La Pine, an Oregon municipal corporation  
And: D Huntington, LLC, K Huntington, LLC and Rucker Properties, LLC
11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
12. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

13. The Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land that is the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

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

14. The Company has on file a copy of the Operating Agreement for D Huntington, LLC, dated August 1, 2017. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

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

The Oregon Corporation Commission records show that as of June 22, 2023, D Huntington, LLC is an active Oregon limited liability company and is currently in good standing.

15. The Company has on file a copy of the Operating Agreement for K Huntington, LLC, dated August 1, 2017. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

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

The Oregon Corporation Commission records show that as of June 22, 2023, K Huntington, LLC is an active Oregon limited liability company and is currently in good standing.

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Rucker Properties, LLC

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

The Oregon Corporation Commission records show that as of June 22, 2023, Rucker Properties, LLC is an active Oregon limited liability company and is currently in good standing.

17. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
18. A fence encroachment situated on land adjoining to the north into or onto said Land, as disclosed by survey by HWA Civil Engineering dated June 27, 2023, Project No. 220203.
19. A gravel road encroachment situated on land adjoining to the north and west into or onto said Land, as disclosed by survey by HWA Civil Engineering dated June 27, 2023, Project No. 220203.

**ADDITIONAL REQUIREMENTS/NOTES:**

- A. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.
- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- C. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023  
Amount: \$2,018.81  
Levy Code: 1108  
Account No.: 241295  
Map No.: 221011CB00100

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.

- D. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: La Pine Huntington Road Limited Partnership

- E. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: La Pine Huntington Road Limited Partnership, a limited partnership

- a) A complete copy of the limited partnership agreement and all amendments thereto.
- b) Satisfactory evidence that the partnership was validly formed and is in good standing.

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

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

- G. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
- a) The rights of tenants holding under unrecorded leases or tenancies
  - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
  - c) Any facts which would be disclosed by an accurate survey of the Land
- H. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- I. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- J. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- K. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- L. Note: Recording charge per document for:  
**Deschutes County** - \$93.00 for the first page, \$5.00 for each additional page

E-recording fee is an additional \$5.00 per document

**Send Recording Packages to:**  
Western Title & Escrow Company  
Attention: Recording  
1777 SW Chandler, Suite 100  
Bend, OR 97702  
Email: [desrecording@westerntitle.com](mailto:desrecording@westerntitle.com)

**EXHIBIT ONE**  
**2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)**  
**EXCLUSIONS FROM COVERAGE**

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
  5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any reason not stated in the Covered Risk 13.b
  7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
  8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
  9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

**SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE**

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

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

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

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection;
  - b. any governmental forfeiture, police, regulatory, or national security power
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed or agreed to by the Insured Claimant;
    - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer, or
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

**SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE**

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

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



## EXHIBIT ONE

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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



Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2023

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

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

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

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

### **When Information Is Disclosed**

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

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

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

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

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

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

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

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

For Virginia Residents: For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

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

### **Your Consent To This Privacy Notice; Notice Changes**

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

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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