

# 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

Partition Application						
Fee \$ 1,600.00	File Number #					
PLEASE NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED						
PROPERTY OWNER AND APPLICANT INFORMATION						
Applicant Name Jeff Paddock Pho	one 541-815-8136 Fax					
Address 53705 Riverview Dr. City L	a Pine State OR Zip Code 97739					
Email jeff@jeffpaddock.com						
Property Owner Jeff Paddock & Brice McMorris Phone 541-815-8136 Fax						
Email jeff@jeffpaddock.com						
PROPERTY DESCRIPTION						
Property Location (address, intersection of cross street, general area) 52563 Antler Ln.,						
roughly .04 miles north of Burgess Rd.						
Tax lot number T-15 R-13 Section36	Tax Lot(s) 211036C004100					
ZoningRSF Total Land Area	(Square Ft.)(Acres)					
Present Land Use Currently vacant and not used.						



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# **PROJECT DESCRIPTION**

Describe Project: 2 parcel partition, Parcel 1576 acres, Parcel 2577 acres.						
	Pi	ROFES	SIONAL	SERVICES		
Surveyor/Engineer	Surveyor/Engineer Ward Surveying LLC Phone 541-480-1106 Fax					
				State OR Zip Code 97702		
Email clintsward(	@gmail.com					
FOR OFFICE USE	ONLY					
Date Received: 01	/23/2024					
Rec'd By: Amand	a Metcalf					
Fee Paid: <u>\$1600.0</u>	00					
Receipt #: 900288	1					
	SUE	3 <b>MITT</b>	AL REQU	JIREMENTS		
RE	QUIRED ITEMS	TO BE S	SUBMITTE	ED FOR PARTITION REVIEW.		
Note: add	litional information	on may	be require	ed depending on the actual project.		
□ Application.	Application. The application must be signed by the owner(s) and include information					
requested on the a	pplication form. If	the own	er does no	ot sign, then a letter of authorization must be		
signed by the owner	er for the agent.					
□ Title Report	Title Report or subdivision guarantee, including legal description of property.					



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□ May B	Fee, Plus, if needed- Hearing (Specially Set); Non Hearings Officer ***DEPOSIT ONLY- Fee te Higher Based on Actual Cost of Services						
	Burden of proof statement, three (3) copies addressing approval criteria						
	A vicinity map.						
propos	Supplemental information: All agreements with local governments that affect the land and sed use of property.						
	Electronic copy of all plans and burden of proof on CD (Adobe or Jpeg preferred).						
require	Tentative Plan. Seven (7) copies of the tentative plan which must be folded individually, or in $0.8 \frac{1}{2}$ X 11° in size and one (1) 8 $\frac{1}{2}$ x 11° or 11° x 17° reduced copy of the tentative plan is ed. The scale cannot be greater than 1 inch = 50 feet. The tentative plan shall be accurately to scale, and shall include:						
	A north arrow, scale and date of map and property identified.						
locatio	Location of the property by section, township and range, and a legal description defining the and boundaries of the proposed tract to be divided.						
survey	Names, addresses, and telephone numbers of the property owner, applicant, and engineer or yor used.						
□ of-way	Existing and proposed streets and alleys, including locations, name, pavement widths, rights-width, approximate radius of curves, and street grades.						
	Adjacent property boundaries, property owners and land uses including zoning.						
B site dri	Access: The locations and widths of existing and proposed access points along with any off- iveways effected by the proposal.						
□ abuttir	Easements: The locations, widths, and purposes of all existing and proposed easements on or ng the property.						
□ lines a	Utilities: The location of all existing and proposed public and private sanitary sewers, water and fire hydrants on and abutting the property.						



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Ц	ropography. Ground elevations shown 5 tool intervals for ground slopes 5% or greater.				
	Trees: All trees with a diameter of 6+ inches at three feet above grade.				
Outero	Site features: Irrigation canals, ditches & areas subject to flooding or ponding, rock				
Outcro	ppings, etc. shall be shown.				
	Parcel dimensions: Dimensions of existing and proposed parcels.				
	Parcel numbers: Parcel numbers for partitions numbers and blocks for land divisions.				
	Setbacks from all property lines and present uses of all structures.				
	All portions of land to be dedicated for public use.				
□ indica:	Zero lot line residential developments: All building footprints and setbacks shall be clearly icated on the plan.				
submi the ap materi	ning this application, the undersigned certifies that he / she has read and understands the ttal requirements stated above. Please note: if the applicant makes a misstatement of fact on plication regarding ownership, authority to submit the application, acreage, or any other fact al relied upon in making a decision, the City may upon notice to the applicant and subject to an ant's right to a hearing declare the application void.				
Owner	Date: 1-23.2024				
Applic	Signature Date: 1-23-2024				

Please note: additional information may be required by the City prior to the application being deemed complete.

# NARRATIVE - BURDEN OF PROOF

# MCMORRIS AND PADDOCK PARTITION

OWNER & DEVELOPERS:
Brice McMorris
PO Box 1316
Bend, OR 97709
Jeff Paddock
53705 Riverview Drive
La Pine, Oregon 97739
SURVEYING:
Ward Surveying LLC
60626 Bozeman Trail
Bend, OR. 97702
REQUEST: Partition to create 2 parcels, Parcel 1 $-$ 0.576 acres (south side of property) and Parcel 2 $-$ 0.577 acres (north side of property)

ZONE: RSF - Residential Single Family on La Pine Zoning map and Residential on Comprehensive plan.

PROPERTY: 52563 Antler Ln., assigned map and tax lot number 211036C004100.

LEGAL LOT OF RECORD: The property was legally created as Lot 4, Block 2, Cagle Subdivision, Plat No. 5

PROPERTY DESCRIPTION: The property area consists of 1.153 acres in size and is fronted by Antler Ln. on its east side. The property is relatively level sparsely populated with various size lodgepole Pine trees. The property shares lot-lines with neighboring properties to the north, to the south and to the west.

### **CRITERIA:**

**Article 3 – Zoning Districts** 

Sec. 15.18.200. - Characteristics of the residential zones.

Residential zones are intended to accommodate a mix of residential uses at planned densities, consistent with the housing needs of the city; promote the orderly development and improvement of neighborhoods; facilitate compatibility between dissimilar land uses; allow residences in proximity, and with direct connections, to schools, parks, and community services; and to ensure efficient use of land and public facilities. There are two residential zones in the city:

A. Residential Single-Family Zone (RSF). The RSF zone permits residential uses at densities between one and seven dwelling units per gross acre. Permitted residential uses consist primarily of detached single-family housing, duplexes, and low-density multi-family developments. The RSF zone also allows community service uses such as churches, schools, and parks that may be subject to special use standards.

**RESPONSE:** The RSF zone allows for 1 to 7 dwelling units per gross acre. The minimum density standard only applies to subdivision therefore this criterion is met.

### Sec. 15.18.300. - Use regulations.

Uses may be designated as permitted, limited, conditional, or prohibited in the residential zones. As noted in Table 15.18-1, a use may also be subject to special use standards of article 6.

A. *Permitted uses (P)*. Uses allowed outright in the residential zones are listed in Table 15.18-1 with a "P."

**RESPONSE:** Single Family dwellings are listed in Table 15.18-1 as a "P" Permitted use in the RSF zone.

Sec. 15.18.400. - Development standards.

A. Purpose. The development standards for residential zones work together to create desirable residential areas by promoting aesthetically pleasing environments, safety, privacy, energy conservation, and recreational opportunities. The development standards generally ensure that new development will be compatible with the city's character. At the same time, the standards allow for flexibility for new development. In addition, the regulations provide certainty to property owners, developers, and neighbors about the limits of what is allowed.

B. *Development standards*. The development standards for residential zones are presented in Table 15.18-2. Development standards may be modified as provided by chapter 15.320, variances. Additional standards may apply to specific zones or uses, see section 15.18.500. Footnotes in the table correspond to the sections below.

1. Minimum density standard in the RSF zone only applies to subdivisions. Development on existing lots and partitions are exempt from this standard.

**RESPONSE:** Table 15.18-2 – Development standards in the residential zones for zone RSF lists the minimum density of 1 unit per acre and a maximum density of 7 units per acre. The minimum density standard only applies to subdivision, as noted above the proposed 2 parcel partition meets this criterion. There is no minimum lot size. The minimum street

frontage is 50 feet. Proposed Parcel 1 will have 82.34 feet of frontage on Antler Ln. Parcel 2 will Also have 82.34 feet of frontage on Antler Ln. Both Parcels meet the frontage criteria.

The minimum setbacks for RSF zone Street Frontage is 20 feet, side yard of 10 feet, and rear yard of 20 feet. The maximum lot coverage is 50%. The applicant is not proposing a dwelling with this partition application but understands that any future dwellings on lot 1 or lot 2, will need to meet this criterion

Sec. 15.18.500. - Additional standards.

A. RSF zone. The following standards apply to all development in the RSF zone:

- 1. No dwelling structures shall have visible, un-closable openings, which allow penetration of air, outside elements, or animals into the structure's interior, except for screened-in porches.
- 2. All dwelling structures shall be placed on a basement foundation, concrete pad or piers, or other permanent foundation and secured, anchored, or tied down in accordance with the current International Building Code and all other applicable FHA requirements.
- 3. See article 5 for additional development standards.

**RESPONSE:** The applicant is not proposing a dwelling with this partition application but understands that any future dwelling will need to meet this criterion.

Sec. 15.88.010. - Purpose.

Chapter 15.88 contains standards for vehicular and pedestrian access, circulation, and connectivity. The standards promote safe, reasonably direct, and convenient options for walking and bicycling, while accommodating vehicle access to individual properties, as needed.

### Sec. 15.88.020. - Applicability.

Chapter 15.88 applies to new development and changes in land use necessitating a new or modified street or highway connection. Except where the standards of a roadway authority other than the city supersede city standards, chapter 15.88 applies to all connections to a street or highway, and to driveways and walkways.

Sec. 15.88.030. - Vehicular access and circulation.

A. *Purpose and intent*. Section 15.88.030 implements the street access guidelines of the City of La Pine Transportation System Plan. It is intended to promote safe vehicle access and egress to properties, while maintaining traffic operations in conformance with

adopted standards. "Safety," for the purposes of this chapter, extends to all modes of transportation.

B. *Permit required*. Vehicular access to a public street (e.g., a new or modified driveway connection to a street or highway) requires an approach permit approved by the applicable roadway authority.

**RESPONSE:** Proposed parcel 1 and 2 have Street frontage of 82.34 feet each on Antler Ln. Both parcels meet the minimum requirement for zone RSF of 50 feet. Further, the applicant is not proposing a dwelling with this partition application but understands that any future applications for dwellings will need to meet the criterion set forth in **Sec. 15.88.030** - **Vehicular access and circulation.** 

C. *Traffic study requirements*. The city, in reviewing a development proposal or other action requiring an approach permit, may require a traffic impact analysis, pursuant to section 15.90.080, to determine compliance with this Development Code.

RESPONSE: Cagle Subdivision is an established subdivision with lateral roads connecting to Burgess and Huntington Road, by way of Cagle Road. Any traffic study requirements as set forth in 15.90.080 will have been satisfied as part of the organization process of Cagle Subdivision Plat No. 5, approved and recorded on about September 28 1961.

- D. Approach and driveway development standards. Access management restrictions and limitations consist of provisions managing the number of access points and/or providing traffic and facility improvements that are designed to maximize the intended function of a particular street, road or highway. The intent is to achieve a balanced, comprehensive program which provides reasonable access as new development occurs while maintaining the safety and efficiency of traffic movement. Intersections, approaches and driveways shall conform to access spacing guidelines in the City of La Pine Transportation System Plan and the roadway authority's engineering standards. In the review of all new development, the reviewing authority shall consider the following techniques or considerations in providing for or restricting access to certain transportation facilities.
- 1. Access points to arterials and collectors may be restricted through the use of the following techniques:
- a. Restricting spacing between access points based on the type of development and the speed along the serving collector or arterial.
- b. Sharing of access points between adjacent properties and developments.
- c. Providing access via a local order of street; for example, using a collector for access to an arterial, and using a local street for access to a collector.

d. Constructing frontage of	or marginal access	roads to separate local	traffic from through traffic.
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	D				-				
Δ	Providing se	rvice	drives to	nrevent	OVERTION	ot vehicle c	ATAN PAHAHIY	adioining	roadwawe
v.	I TOVIGING SC	1 1100	unives to	PICVCIIL	OVCITION	OI VOITIGIO C	Jucuca Onico	aujoning	Todaways.

Response: Antler Lane is a local road connecting to Burgess Road to the south. Burgess is classified as a county collector road and connects to state Hwy 97 to the east. Otherwise traveling north on Antler Lane connects with Cagle road, classified as a local road, then travels west to Huntington road, classified as a county collector. Huntington connects Burgess road to the south and to La Pine St. Rec road to the north, both considered county collector roads and both connect to state Hwy. 97 to the east.

- 2. Consideration of the following traffic and facility improvements for access management:
- a. Providing of acceleration, deceleration and right-turn-only lanes.
- b. Offsetting driveways to produce T-intersections to minimize the number of conflict points between traffic using the driveways and through traffic.
- c. Installation of median barriers to control conflicts associated with left turn movements.
- d. Installing side barriers to the property along the serving arterial or collector to restrict access width to a minimum.
- E. *ODOT approval.* Where a new approach onto a state highway or a change of use adjacent to a state highway requires ODOT approval, the applicant is responsible for obtaining ODOT approval. The city may approve a development conditionally, requiring the applicant first obtain required ODOT permit(s) before commencing development, in which case the city will work cooperatively with the applicant and ODOT to avoid unnecessary delays.
- F. Other agency approval. Where an approach or driveway crosses a drainage ditch, canal, railroad, or other feature that is under the jurisdiction of another agency, the applicant is

responsible for obtaining all required approvals and permits from that agency prior to commencing development.

G. *Exceptions and adjustments*. The city may approve adjustments to the spacing standards of subsections above, where an existing connection to a city street does not meet the standards of the roadway authority and the proposed development moves in the direction of code compliance.

H. *Joint use access easement and maintenance agreement*. Where the city approves a joint use driveway, the property owners shall record an easement with the deed allowing joint use of and cross access between adjacent properties. The owners of the properties agreeing to joint use of the driveway shall record a joint maintenance agreement with the deed, defining maintenance responsibilities of property owners. The applicant shall

provide a fully executed copy of the agreement to the city for its records, but the city is

**RESPONSE:** The applicant does not anticipate that any additional traffic improvements will be necessary for the proposed 2 parcel partition.

Sec. 15.88.040. - Clear vision areas (visibility at intersections).

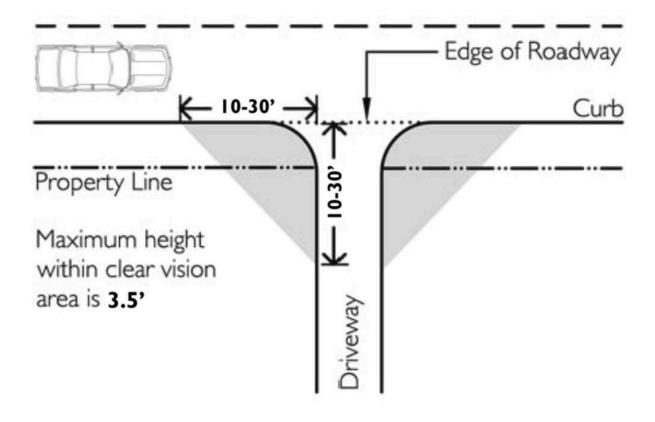
A. In all zones, a clear vision area shall be maintained on the corners of all property at the intersection of two streets or a street and a railroad. A clear vision area shall contain no planting, wall, structure, private signage, or temporary or permanent obstruction exceeding 3½ feet in height, measured from the top of the curb or, where no curb exists, from the established street centerline grade, except that trees exceeding this height may be located in this area provided all branches and foliage are removed to a height of eight feet above the grade.

B. A clear vision area shall consist of a triangular area on the corner of a lot at the intersection of two streets or a street and a railroad (see Figure 18.88-1). Where lot lines have rounded corners, the specified distance is measured from a point determined by the extension of the lot lines to a point of intersection. The third side of the triangle is the line connecting the ends of the measured sections of the street lot lines. The following measurements shall establish clear vision areas within the city:

- 1. In an agricultural, forestry or industrial zone, the minimum distance shall be 30 feet; or at intersections including an alley, ten feet.
- 2. In all other zones, the minimum distance shall be in relationship to street and road right-of-way widths as follows:

Right-of Way Width	Clear vision
80 feet or more	20 feet
Less than 80 feet	30 feet

# Clear Vision Area



**RESPONSE:** The applicant understands the existing and proposed driveway accesses will be required to meet the criteria for clear vision areas.

### Sec. 15.88.050. - Pedestrian access and circulation.

- A. *Purpose and intent.* This section implements the pedestrian access and connectivity policies of City of La Pine Transportation System Plan and the requirements of the Transportation Planning Rule (OAR 660-012). It is intended to provide for safe, reasonably direct, and convenient pedestrian access and circulation.
- B. Standards. New subdivisions, multi-family developments, planned developments, commercial developments and institutional developments shall conform to all of the following standards for pedestrian access and circulation:
- 1. Continuous walkway system. A pedestrian walkway system shall extend throughout the development site and connect to adjacent sidewalks, if any, and to all future phases of the development, as applicable.
- 2. Safe, direct, and convenient. Walkways within developments shall provide safe, reasonably direct, and convenient connections between primary building entrances and all adjacent parking areas, recreational areas, playgrounds, and public rights-of-way conforming to the following standards:
- a. The walkway is reasonably direct. A walkway is reasonably direct when it follows a route that does not deviate unnecessarily from a straight line or it does not involve a significant amount of out-of-direction travel.
- b. The walkway is designed primarily for pedestrian safety and convenience, meaning it is reasonably free from hazards and provides a reasonably smooth and consistent surface and direct route of travel between destinations. The city may

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require landscape buffering between walkways and adjacent parking lots or

- c. Vehicle/walkway separation. Except as required for crosswalks, per subsection d., below, where a walkway abuts a driveway or street it shall be raised six inches and curbed along the edge of the driveway or street. Alternatively, the city may approve a walkway abutting a driveway at the same grade as the driveway if the walkway is physically separated from all vehicle-maneuvering areas. An example of such separation is a row of bollards (designed for use in parking areas) with adequate minimum spacing between them to prevent vehicles from entering the walkway.
- d. Crosswalks. Where a walkway crosses a parking area or driveway ("crosswalk"), it shall be clearly marked with contrasting paving materials (e.g., pavers, light-color concrete inlay between

asphalt, or similar contrasting material). The crosswalk may be part of a speed table to improve driver-visibility of pedestrians.

- e. Walkway construction. Walkway surfaces may be concrete, asphalt, brick or masonry pavers, or other city-approved durable surface meeting ADA requirements. Walkways shall be not less than four feet in width, except that the city may require five-foot wide, or wider, sidewalks in developments where pedestrian traffic warrants walkways wider than four feet.
- f. Multi-use pathways. Multi-use pathways, where approved, shall be ten feet wide and constructed of asphalt, concrete or other city-approved durable surface meeting ADA requirements consistent with the applicable city engineering standards.

**RESPONSE:** This subdivision currently has no pedestrian ways. This condition is not subject to this application.

### Sec. 15.90.010. - Public facilities improvement.

Minor betterment, improvements, replacement or reconstruction of existing public facilities such as sewer and water lines, stormwater drainage facilities, sidewalks and other pedestrian ways or facilities, bikeways and similar public facilities within rights-of-ways and easements for the purposes existing on or before the effective date of this chapter, or on contiguous publicly-owned property designated, intended or utilized to support the facilities, or the facilities that are set forth within an adopted public facilities plan or other capital improvement plan duly adopted on or before the effective date of this ordinance, are exempt from permit requirements, unless specifically set forth otherwise.

Sec. 15.90.020. - Developer responsibility for streets and other public facilities.

driveways to mitigate safety concerns.

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A. *Duties of developer.* It shall be the responsibility of the developer to construct all streets, curbs, sidewalks, sanitary sewers, storm sewers, water mains, electric, telephone and cable television lines necessary to serve the use or development in accordance with the specifications of the city and/or the serving entity.

**RESPONSE:** The City of La Pine is currently constructing new water and sewer mains and services in the area. It is anticipated that Parcel 1 and 2 will be hooked up to the city water and sewer at the time of future development. The applicant understands that it is responsible for any new service/utilities stub-outs and said stub-outs will conforme with the specifications of the city and/or serving entity at the time of development.

B. *Over-sizing*. The city may require as a condition of development approval that sewer, water, or storm drainage systems serving new development be sized to accommodate future development within the area as projected by the applicable facility master plan, and the city may authorize other cost-recovery or cost-sharing methods as provided under state law.

**RESPONSE:** The City of La Pine is installing new water and sewer mains. The applicant does not anticipate the need for changes to the sizes of proposed systems.

### Sec. 15.90.040. - Stormwater.

A. Accommodation of upstream drainage. Culverts and other drainage facilities shall be large enough to accommodate existing and potential future runoff from the entire upstream drainage area, whether inside or outside the development. Such facilities shall be subject to review and approval by the city engineer.

B. Effect on downstream drainage. Where it is anticipated by the city engineer that the additional runoff resulting from the development will overload an existing drainage facility, the city shall withhold approval of the development until provisions have been made for improvement of the potential condition or until provisions have been made for storage of additional runoff caused by the development in accordance with city standards.

**RESPONSE:** The applicant does not anticipate any stormwater run-off issue with future development plans. The construction of new wastewater and county-provided drinking water systems require the frontage roads in the Cagle subdivision be dug up and rebuilt. The rebuild designs for these frontage roads should include swale drainage at the street. Should a culvert pipe be needed at the time of constructing property access and development, the applicants understand this is their responsibility.

### Sec. 15.90.050. - Utilities.

A. *General provision*. The developer of a property is responsible for coordinating the development plan with the applicable utility providers and paying for the extension and installation of utilities not otherwise available to the subject

B. *Underground utilities*. All new electrical, telephone or other utility lines shall be underground unless otherwise approved by the city.

**RESPONSE:** The applicant is creating one new parcel and will coordinate with the applicable utility providers when applications for new building plans are approved. This application is for the division of one parcel into two and does not include application for the construction of any buildings.

C. Subdivisions. In order to facilitate underground placement of utilities, the following additional standards apply to all new subdivisions:

**RESPONSE:** The applicant is not proposing a subdivision

D. *Exception to undergrounding requirement*. The city may grant exceptions to the undergrounding standard where existing physical constraints, such as geologic conditions, streams, or existing development conditions make underground placement impractical.

**RESPONSE:** The applicant understands that the city may grant exceptions to underground utilities if there are existing constraints that make underground impractical.

Sec. 15.90.070. - Design of streets and other public facilities.

E. *Minimum right-of-way and roadway widths*. Unless otherwise approved in the tentative development plan, street, sidewalk and bike rights-of-way and surfacing widths shall not be less than the minimum widths in feet set forth in the La Pine Transportation System Plan, and shall be constructed in conformance with applicable standards and specifications set forth by the city.

RESPONSE: N/A

F. Sidewalks. Unless otherwise required in this chapter or other city ordinances or other regulations, or as otherwise approved by the commission, sidewalks shall be required as specified in the La Pine Transportation System Plan. In lieu of these requirements, however, the city may approve a development without sidewalks if alternative pedestrian routes and facilities are provided.

RESPONSE: N/A

Property. W. *Drainage facilities*. Drainage facilities shall be provided as required by the city in accordance with all applicable city and Oregon Department of Environmental Quality standards.

RESPONSE: N/A

**Sec. 15.94.010. - Improvement procedures.** Improvements to be installed by the developer, either as a requirement of this chapter, conditions of approval or at the developer's option as proposed as a part of the subject development proposal, shall conform to the following requirements:

A. *Plan review and approval*. Improvement work shall not be commenced until plans therefore have been reviewed and approved by the city or a designated representative thereof. The review and approval shall be at the expense of the developer.

- B. *Modification*. Improvement work shall not commence until after the city has been notified and approval therefore has been granted, and if work is discontinued for any reason, it shall not be resumed until after the city is notified and approval thereof granted.
- C. *Improvements as platted.* Improvements shall be designed, installed and constructed as platted and approved, and plans therefore shall be filed with the final plat at the time of recordation or as otherwise required by the city.

D. *Inspection*. Improvement work shall be constructed under the inspection and approval of an inspector designated by the city, and the expenses incurred therefore shall be borne by the developer. Fees established by the city council for such review and inspection may be established in lieu of actual expenses. The city, through the inspector, may require changes in typical sections and details of improvements if unusual or special conditions arise during construction to warrant such changes in the public interest.

E. *Utilities*. Underground utilities, including, but not limited to, electric power, telephone, water mains, water service crossings, sanitary sewers and storm drains, to be installed in streets, shall be constructed by the developer prior to the surfacing of the streets.

F. As built plans. As built plans for all public improvements shall be prepared and completed by a licensed engineer and filed with the city upon the completion of all such improvements. A copy of the as built plans shall be filed with the final plat of a subdivision or other development by and at the cost of the developer. The plans shall be completed and duly filed within 30 days of the completion of the improvements.

**RESPONSE:** The applicant will comply with the criteria above for any improvements required by this partition.

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### **CHAPTER 15.410. - LAND PARTITIONS**

### Sec. 15.410.020. - Applications - partitions.

A. *Filing procedures and requirements*. Any person proposing a land partition, or the authorized agent or representative thereof, shall prepare and submit copies of the tentative plan for the proposed partition, together with the materials required for a Type II review for a minor partition or Type III review for a major partition as specified in article 7, to the planning official.

- B. *Proposed partitioning shall be drawn.* The scale and format of the plans and the number of copies required shall be as specified on the application form.
- C. Requirements for the plan. The plan shall include the following:
- 1. A vicinity map locating the proposed partitioning in relation to adjacent subdivisions, roadways, properties and land use patterns.
- 2. A plan of the proposed partitioning showing tract boundaries and dimensions, the area of each tract or parcel and the names, right-of-way widths and improvement standards of existing roads.
- 3. Names and addresses of the land owner, the partitioner, the mortgagee if applicable, and the land surveyor employed (or to be employed) to make necessary surveys and prepare the final partitioning map.

- 4. A statement regarding provisions for water supply, sewage disposal, solid waste disposal, fire protection, access, utilities and the like.
- 5. North point, scale and date of map and the property identification by tax lot, map number, section, township and range, subdivision lot and block or other legal description.
- 6. Statement regarding past, present and proposed use of the parcel(s) to be created, or the use for which the parcel(s) is to be created.

**RESPONSE:** The applicants are submitting a tentative partition map with the following information: vicinity map, parcel dimensions and size, existing road right of ways. The property falls within the La Pine Rural Fire protection district, Republic Services, Midstate electric, CenturyLink phone & fiber optics. There are no water rights associated with the subject property. The tentative partition map also notes Identifying information on location of property, tax lot and map, with Township, range and section and subdivision information are also shown on the tentative map. The current and future use will be residential.

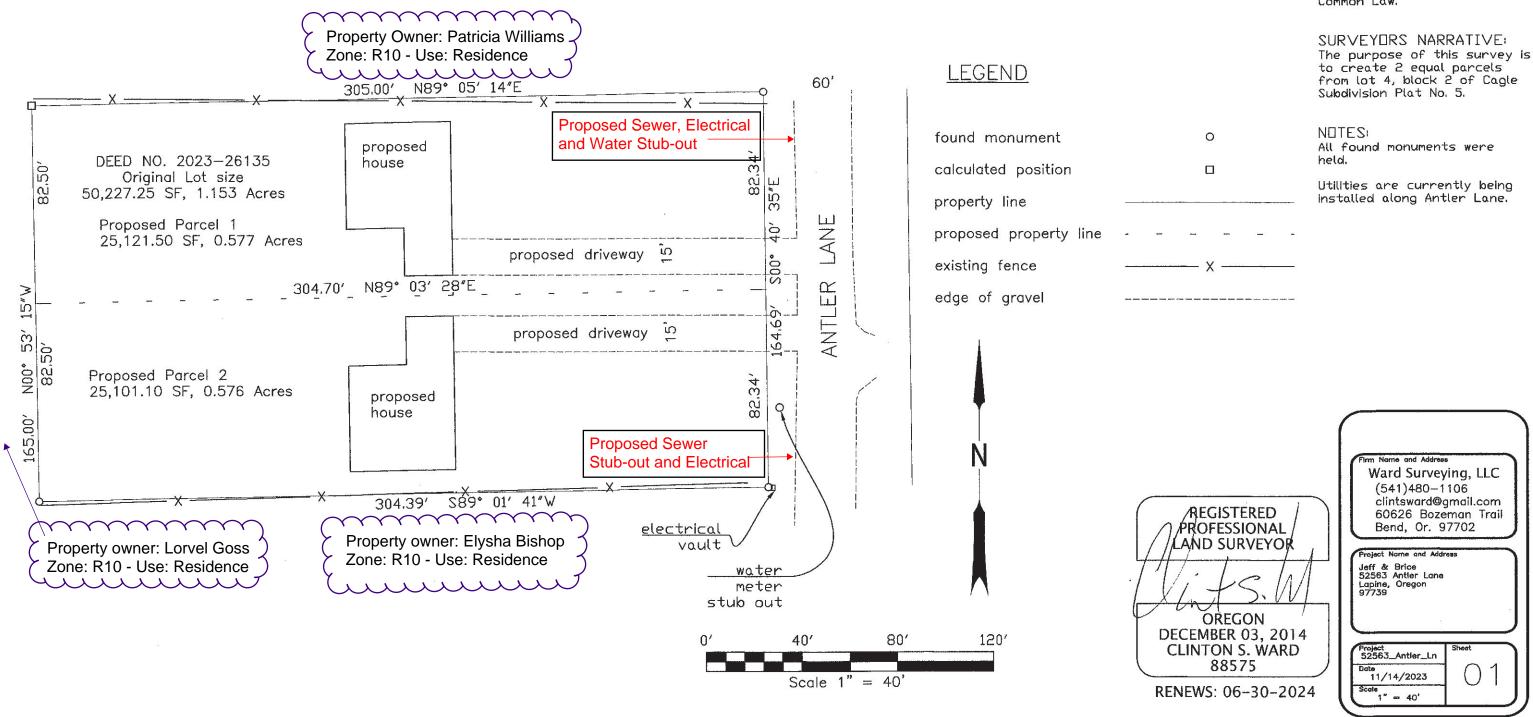
LOT 4, BLOCK 2 OF CAGLE SUBDIVISION PLAT NO. 5
LOCATED IN THE SW 1/4, SEC. 36, T.21 S., R10 E., W.M.,
IN THE CITY OF LAPINE, DESCHUTES COUNTY, OREGON

TENTATIVE PLAN FOR PARTITION
For: Jeff Poddock & Brice McMorris
53705 Riverview Drive P.O. Box 1316
La Pine, OR 97739 Bend, OR 97709
C: 541-815-8136 C: 541-420-2525

CERTIFICATE:
I, Clinton Steph
Registered Pr
Surveyor No. 8
State of Orego

I, Clinton Stephen Ward, a Registered Professional Land Surveyor No. 88575 in the State of Oregon, do hereby certify that I have made a survey of the lands shown on this plat of survey and further certify that said lands were correctly surveyed according to State Statutes and the rules of Common Law.

SURVEYORS





### 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

Fred Freeman



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

### PRELIMINARY REPORT

**ESCROW OFFICER:** Yvonne G. Ward

yvonne.ward@westerntitle.com

(541)330-1219

TITLE OFFICER: Tyler Friesen

Email: titleofficersupport@westerntitle.com

**TO:** Western Title & Escrow Company 1777 SW Chandler Ave., Suite 100

Bend, OR 97702

**ESCROW LICENSE NO.:** 870700109 **OWNER/SELLER:** Kelly L. Porter

**BUYER/BORROWER:** Brice McMorris and Jeff Paddock **PROPERTY ADDRESS:** 52563 Antler Lane. La Pine. OR 97739

### EFFECTIVE DATE: October 12, 2023, 05:00 PM

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

ALTA Owner's Policy 2021 \$ 70,000.00 \$ 270.00

Owner's Standard (Short Term Rate)

Proposed Insured: Brice McMorris and Jeff Paddock

OTIRO Endorsement No. 110 \$ 0.00

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:

Kelly L. Porter

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

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

**ORDER NO.:** WT0256791

Revision 1 - Add buyer

Order No.: WT0256791 Revision 1 - Add buyer

# **EXHIBIT "A"**

# **Legal Description**

Lot 4, Block 2, CAGLE SUBDIVISION, PLAT No. 5, Deschutes County, Oregon, recorded September 28, 1961, Plat Cabinet A, Page 300, Deschutes County Records.

Preliminary Report Printed: 10.18.23 @ 11:44 AN

Order No.: WT0256791 Revision 1 - Add buyer

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

### SPECIFIC ITEMS AND EXCEPTIONS:

Unpaid Property Taxes are as follows: 6.

> Fiscal Year: 2023-2024

Amount: \$203.53, plus interest, if any

Levy Code: 1108 Account No.: 141247

Map No.: 211036C004100

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

- 7. Easements, conditions, restrictions and notes as delineated on recorded plat.
- 8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

### ADDITIONAL REQUIREMENTS/NOTES:

- Notice: Please be aware that due to the conflict between federal and state laws concerning the Α. 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.

**Preliminary Report** Printed: 10.18.23 @ 11:44 AM

Order No.: WT0256791 Revision 1 - Add buyer

- C. 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.
- 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: Brice McMorris and Jeff Paddock

- E. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- F. 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.
- G. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- H. Note: 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.
- 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

### **EXHIBIT ONE**

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

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

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 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

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

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

### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in 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.

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

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

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection;
  - b. any governmental forfeiture, police, regulatory, or national security power
  - 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.
- 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
- resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer, or
  - voidable transfer under the Uniform Voidable Transactions Act; or
  - preferential transfer:
    - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value: or
    - ii. for any other reason not stated in Covered Risk 9.b.
- Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 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.
- 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
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

Preliminary Report (Exhibit One) Printed: 10.18.23 @ 11:44 AM title to water.

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

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 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) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

- 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.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

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

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

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

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the 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.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

### **WIRE FRAUD ALERT**

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

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

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

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

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

Federal Bureau of Investigation:

http://www.fbi.gov

Internet Crime Complaint Center:

http://www.ic3.gov

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

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

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

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

### When Information Is Disclosed

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

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

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

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

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

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

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

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

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

### **Information From Children**

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

### **International Users**

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

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

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

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

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

### Accessing and Correcting Information; Contact Us

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

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

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