

# 26160 GAP RD

BROWNSVILLE, OR



**Oregon  
Farm & Home**  
★ BROKERS ★

NOTICE OFFER IS SUBJECT TO ERRORS, OMISSIONS, PRIOR SALE, CHANGE OR WITHDRAWAL WITHOUT NOTICE, AND APPROVAL OF PURCHASE BY OWNER. INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



# AGENT INFORMATION



PAUL  
TERJESON

PTERJY@KW.COM  
503-999-6777

Paul Terjeson is the Principal Broker/Owner of Oregon Farm Brokers, the Willamette Valleys leading Farm, Ranch, and Land experts. For over 25 years, Paul and his team have been representing Sellers and Buyers and are experts in the purchase or sale of: High Value Farm Ground, Ranch Land, Development Property, Luxury, Small and Large Acreage, Residential, and Multifamily. Oregon Farm Brokers diverse background includes 5th generation farmer, nursery and dairy manager, land developers, and economist. Paul and his team have the combination of skills, experience, and service to understand the layers of complexity and fluency with local zoning, water rights, soils, and construction standards in Oregon. We are here to assist you in building your Real Estate Portfolio. Paul brings a high degree of professionalism to help you sell your property for the highest possible value, find the next perfect property and protect you and your interests throughout the transaction.



**Oregon  
Farm & Home**  
★ B R O K E R S ★

# **Home**

1456 SqFt

- 2 Story
- Built 1900
- 1 Bedroom, 2 Full Bathrooms
- Several Storage Rooms
- Covered Front Porch
- Paved Walkways
- Valley and Territorial Views
- Located Just Outside of Historic Brownsville

# **Land & Outbuildings**

45 Acres

- Majority Class 3 Soils
- Fenced and Cross Fenced with Two Pastures
- 

Barn

- 576 SqFt

Machine Shed with 2 Bays

- 1,152 SqFt
- Power

GP Building

- 930 SqFt

Miscellaneous Sheds



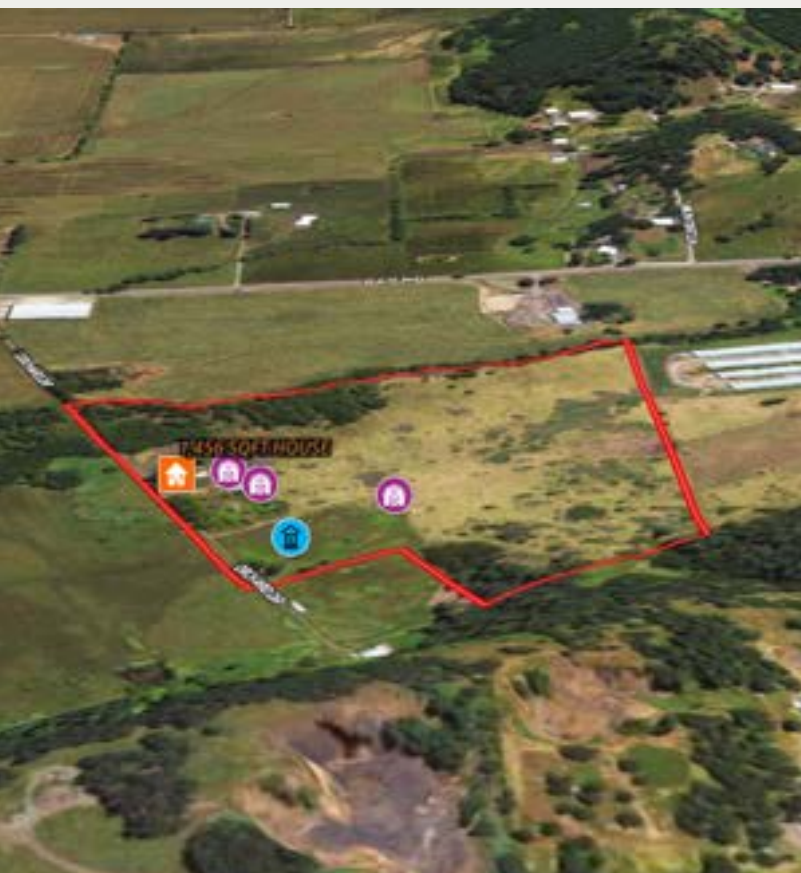
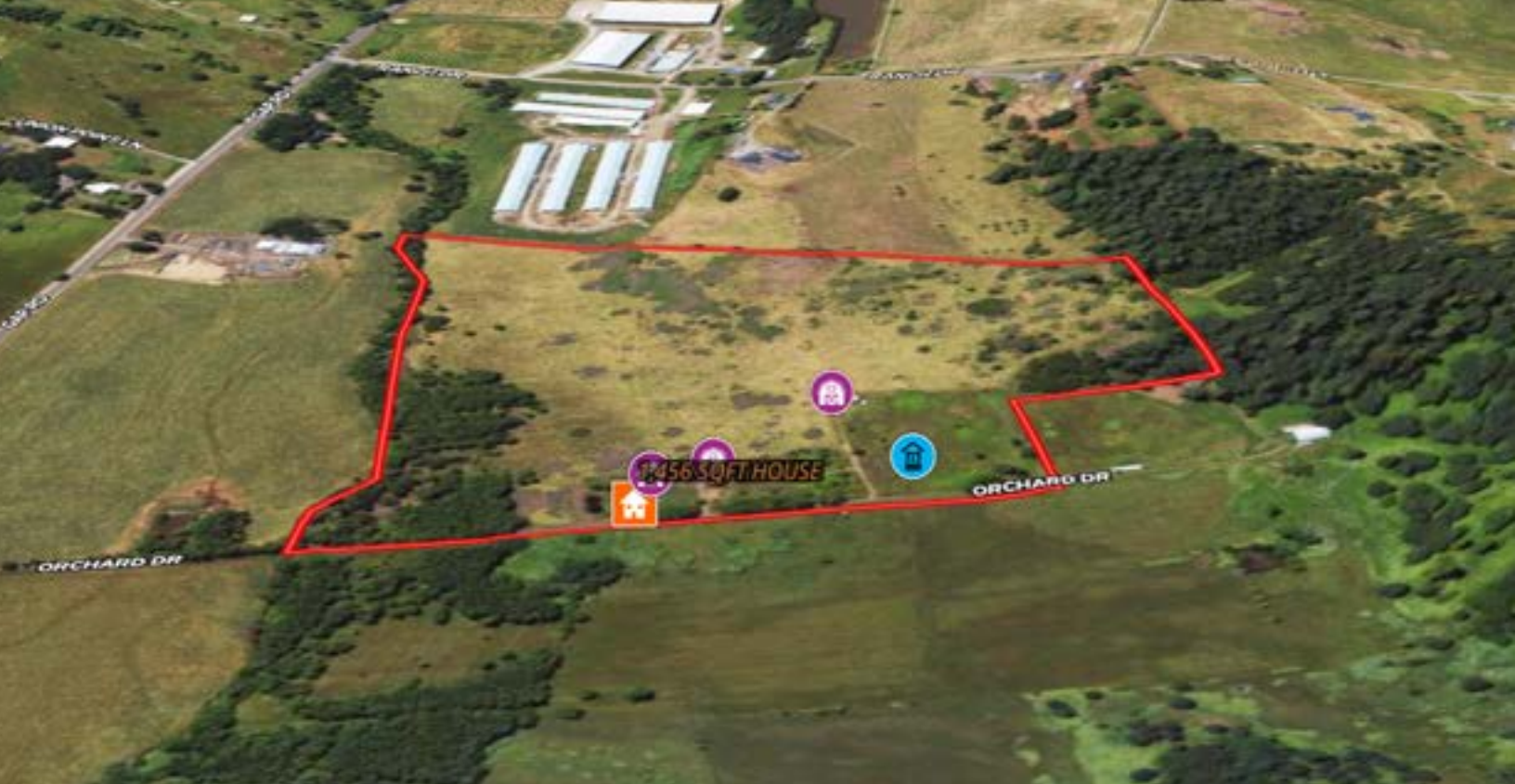
# Maps



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**Oregon  
Farm & Home**

★ B R O K E R S ★

KW MID-WILLAMETTE  
KELLER WILLIAMS REALTY

KELLER WILLIAMS  
**LAND**

KELLER WILLIAMS  
*Luxury*  
INTERNATIONAL

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# County Information

List Packet (s) Provided Through County Records



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# Fidelity National Title®

## LINN COUNTY PROPERTY PROFILE INFORMATION

Parcel #: **0311593**

Tax Lot: **14S03W1300700**

Owner: Lunsford, Dick Carol

CoOwner:

Site: 26160 Gap Rd

Brownsville OR 97327

Mail: 26160 Gap Rd

Brownsville OR 97327

Zoning: County-EFU - Exclusive Farm Use

Std Land Use: AFAR - Farms And Crops

Legal:

Twn/Rng/Sec: T:14S R:03W S:13 Q: QQ:

### ASSESSMENT & TAX INFORMATION

Market Total: **\$380,160.00**

Market Land: **\$272,600.00**

Market Impr: **\$107,560.00**

Assessment Year: **2021**

Assessed Total: **\$86,114.00**

Exemption:

Taxes: **\$1,027.50**

Levy Code: 55203

Levy Rate: 11.9318

### PROPERTY CHARACTERISTICS

Year Built: 1900

Eff Year Built:

Bedrooms: 3

Bathrooms: 2

# of Stories: 1

Total SqFt: 1,456 SqFt

Floor 1 SqFt:

Floor 2 SqFt:

Basement SqFt:

Lot size: 45.00 Acres (1,960,200 SqFt)

Garage SqFt:

Garage Type:

AC:

Pool:

Heat Source: Heat Pump

Fireplace:

Bldg Condition: Fair

Neighborhood:

Lot:

Block:

Plat/Subdiv:

School Dist: 552Z7 - Central Linn

Census: 3017 - 030500

Recreation:

### SALE & LOAN INFORMATION

Sale Date: 09/20/2021

Sale Amount: \$259,000.00

Document #: 22092

Deed Type: Deed

Loan

Amount:

Lender:

Loan Type:

Interest Type:

Title Co: FIRST AMERICAN



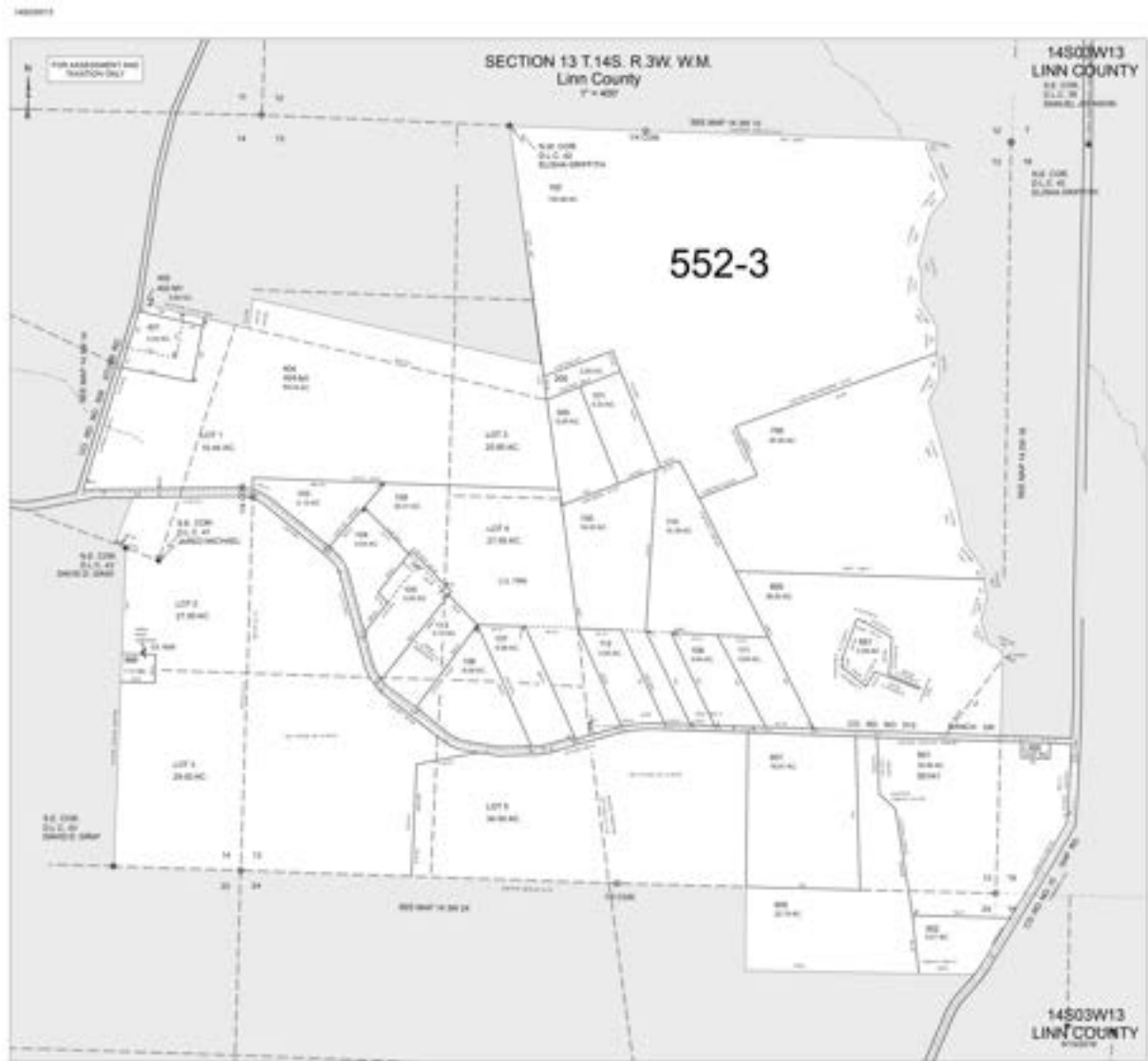


**Fidelity National Title**

Parcel ID: 0311593

Site Address: 26160 Gap Rd

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



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Site Address: 26160 Gap Rd

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Aerial Map



**Fidelity National Title**

Parcel ID: 0311593

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**Zone-AE**  
Base floodplain where base flood elevations exist, 1% Annual Chance

**Zone-AE FLOODWAY**  
(stream channel & base flood passage)

**Zone-X**  
Area of moderate flood hazard between limits of 100 & 500 yr floods

**Zone-A**  
Base floodplain mapped by approximate methods; Base Flood Elevations are not determined  
Referred to as Zone-A or Approx. A Zone  
Part of Fringe Area- 1% Annual Chance

**Zone-X**  
Minimal flood hazard above 500 yr level



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# LINN County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2022

July 22, 2022 9:09:46 am

**Account #** 311593  
**Map #** 14S03W1300 00700  
**Code - Tax #** 55203-311593

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Legal Descr** See Record

**Mailing Name** LUNSFORD DICK CAROL

**Deed Reference #** 2021-22092

**Agent**

**Sales Date/Price** 09-20-2021 / \$259,000.00

**In Care Of**

**Appraiser** UNKNOWN

**Mailing Address** 26160 GAP RD  
 BROWNSVILLE, OR 97327

**Prop Class** 551 **MA** **SA** **NH** **Unit**  
**RMV Class** 401 06 00 002 29479-1

Situs Address(s)	Situs City
ID# 1 26160 GAP RD	BROWNSVILLE

Code Area	RMV	MAV	Value Summary AV	RMV Exception	CPR %
55203 Land	317,900			Land	0
Impr.	157,460			Impr.	0
<b>Code Area Total</b>	475,360	62,790	88,462		0
<b>Grand Total</b>	475,360	62,790	88,462		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Trended RMV
55203	1	<input checked="" type="checkbox"/>			Farm Site	100	A	1.00		6,290
55203	2	<input checked="" type="checkbox"/>			Farm Use Zoned	100	A	38.50	4	242,040
55203	3	<input checked="" type="checkbox"/>			Farm Use Zoned	100	A	3.50	5	22,000
55203	4	<input checked="" type="checkbox"/>			Farm Use Zoned	100	A	2.00	7	12,570
55203					S.A. OSD	100				35,000
<b>Grand Total</b>								45.00		317,900

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
55203	503		110	Residential Other Improvements		100	0			240
55203	501	0	328	MACHINE SHED		100	930			2,650
55203	502	0	317	GP BUILDING		100	576			4,900
55203	501	0	328	MACHINE SHED		100	1,152			3,280
55203	100	1900	128	RES One story with attic		100	1,456			146,390
<b>Grand Total</b>								4,114		157,460

### Exemptions / Special Assessments / Potential Liability

#### NOTATIONS:

■ POT'L ADD'L TAX LIABILITY ADDED 2009 **Amount** 0.00 **Tax** 0.00

**Comments:** 21 PNOD: Replacement Dwelling has been authorized. 3/21-JG-

# STATEMENT OF TAX ACCOUNT

Linn County Courthouse, Room 214

300 4th Ave SW, PO Box 100

Albany, Oregon 97321-8600

(541) 967-3808

22-Jul-2022

Tax Account #	311593	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	55203
Situs Address	26160 GAP RD BROWNSVILLE OR 97327-9710	Interest To	Aug 15, 2022

## Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,027.50	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,010.32	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$991.83	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$968.24	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$944.27	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$921.87	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$895.65	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$867.32	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$827.22	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$803.08	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$782.62	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$759.70	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$741.30	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$729.86	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$707.08	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$604.49	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$602.15	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$567.79	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$594.30	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$602.50	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$582.41	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$513.54	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$511.82	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$464.80	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$525.67	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$550.83	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$481.96	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$536.36	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$632.66	Nov 15, 1993
1992	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$769.50	Nov 15, 1992
1991	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$842.58	Nov 15, 1991
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$22,361.22	



FIRST AMERICAN 3817524



After recording return to:  
Dick Carol Lunsford  
26160 Gap Road  
Brownsville, OR 97327

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Dick Carol Lunsford  
26160 Gap Road  
Brownsville, OR 97327

File No.: 7091-3817524 (AM)  
Date: September 02, 2021

THIS SPACE RESERVED FOR RECORDER'S USE

LINN COUNTY, OREGON	<b>2021-22092</b>
<b>D-WD</b>	
Stn=10131 FORBISJ	<b>09/20/2021 11:18:00 AM</b>
\$15.00 \$11.00 \$10.00 \$60.00 \$19.00	<b>\$115.00</b>
I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Steve Druckenmiller - County Clerk	

### STATUTORY WARRANTY DEED

**Dick Clayton Lunsford and Lori J. Lunsford, as tenants by the entirety**, Grantor, conveys and warrants to **Dick Carol Lunsford**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
2. The **2021-2022** Taxes, a lien not yet payable.

The true consideration for this conveyance is **\$259,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 20 day of September, 2021

Dick Clayton Lunsford  
Dick Clayton Lunsford

Lori J. Lunsford  
Lori J. Lunsford

STATE OF Oregon )  
 )ss.  
County of Linn )

This instrument was acknowledged before me on this 20 day of September, 2021  
by **Dick Clayton Lunsford and Lori J. Lunsford.**

M Solis

Notary Public for Oregon  
My commission expires: 11-26-22



**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Linn, State of Oregon, described as follows:

**BEGINNING AT A POINT WHICH IS SOUTH 16.447 AND SOUTH 67°4' WEST 17.166 CHAINS DISTANT FROM THE NORTHEAST CORNER OF THE DONATION LAND CLAIM OF ELISHA GRIFFITH AND WIFE, NOT. NO. 2070, CLAIM 42, IN TOWNSHIP 14 SOUTH OF RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, OREGON, SAID POINT BEING IN THE CENTER OF A CERTAIN STREAM; THENCE UP SAID STREAM BY MEANDERS AS FOLLOWS: SOUTH 8°11' EAST 180 FEET; THENCE SOUTH SOUTH 23°12' WEST 181.4 FEET; THENCE SOUTH 17°41' EAST 666.6 FEET; THENCE SOUTH 12°43' EAST 352.2 FEET; THENCE SOUTH 37°58' EAST 219.3 FEET; THENCE SOUTH 9°27' EAST 230.7; THENCE SOUTH 14°12' WEST 149.4 FEET; THENCE SOUTH 18°47' EAST 170.7 FEET; THENCE SOUTH 66°12' EAST 100 FEET; THENCE SOUTH 13°44' EAST 70 FEET; THENCE SOUTHERLY BY A DIRECT LINE TO AN IRON PIN DRIVEN IN THE CENTER OF THE COUNTY ROAD DUE WEST OF A STONE SET ON THE EAST BOUNDARY OF SAID CLAIM 64.609 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID CLAIM; THENCE WEST 20.478 CHAINS, MORE OR LESS, TO A POINT 23.843 CHAINS EAST OF THE WEST BOUNDARY OF SAID CLAIM; THENCE NORTH 28°9' WEST 1795 FEET TO AN IRON ROD; THENCE NORTH 66°40' EAST 6.79 CHAINS TO AN IRON PIPE; THENCE NORTH 23°50' WEST 5.74 CHAINS TO AN IRON PIPE; THENCE NORTH 67°4' EAST 23.00 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING, ALL BEING SITUATED IN LINN COUNTY, OREGON; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A STONE WHICH BEARS EAST 23.843 CHAINS FROM A POINT ON THE WEST LINE OF AND NORTH 9°30' WEST 56.00 CHAINS FROM THE SOUTHWEST CORNER OF THE ELISHA GRIFFITH DONATION LAND CLAIM NO. 42, IN TOWNSHIP 14 SOUTH OF RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON; AND RUNNING THENCE NORTH 28°09' WEST 1246.72 FEET; THENCE EAST 1788.71 FEET TO THE CENTER OF CERTAIN STREAM; THENCE UP SAID STREAM BY MEANDERS AS FOLLOWS: SOUTH 9°27' EAST 147.0 FEET; SOUTH 14°12' WEST 149.4 FEET; SOUTH 18°47' EAST 170.7 FEET; SOUTH 66°12' EAST 100.0 FEET; AND SOUTH 13°44' EAST 70.0 FEET; THENCE SOUTHERLY BY A DIRECT LINE TO A POINT IN THE COUNTY ROAD DUE WEST OF A POINT ON THE EAST BOUNDARY OF AND 64.609 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID CLAIM 42; THENCE WEST 20.478 CHAINS, MORE OR LESS, TO THE PLACE OF BEGINNING, IN LINN COUNTY, OREGON. SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS.**

**NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.**



# Preliminary Title Report

Report Provided by Fidelity National Title



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**Fidelity National Title**  
Company of Oregon

## **PRELIMINARY REPORT**

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

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

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

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

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

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

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

*Countersigned*

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

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Randy Leeper



# Fidelity National Title

Company of Oregon

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

## PRELIMINARY REPORT

**ESCROW OFFICER:** Tara Riesterer  
Tara.Riesterer@fnf.com  
541-924-0767

**ORDER NO.:** 60222304630

**TITLE OFFICER:** Dave Driskill

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

**ESCROW LICENSE NO.:** 200210046

**OWNER/SELLER:** Dick Carol Lunsford

**BUYER/BORROWER:** TBD

**PROPERTY ADDRESS:** 26160 Gap Road, Brownsville, OR 97327

**EFFECTIVE DATE:** September 13, 2023, 08:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021	\$ TBD	\$ TBD
Owner's Standard		
OTIRO Endorsement No. 110		\$ 0.00
ALTA Loan Policy 2021	\$ TBD	\$ TBD
Extended Lender's		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.1 - Environmental Protection Lien (ALTA 8.1 - 2021)		\$ 0.00

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

A Fee

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

The heirs and/or devisees of Dick Carol Lunsford, deceased

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

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



**EXHIBIT "A"**  
Legal Description

Beginning at a point which is South 16.447 and South 67°4' West 17.166 chains distant from the Northeast corner of the Donation Land Claim of Elisha Griffith and wife, Not. No. 2070, Claim 42, in Township 14 South of Range 3 West of the Willamette Meridian, Oregon, said point being in the center of a certain stream; thence up said stream by meanders as follows: South 8°11' East 180 feet; thence South 23°12' West 181.4 feet; thence South 17°41' East 666.6 feet; thence South 12°43' East 352.2 feet; thence South 37°58' East 219.3 feet; thence South 9°27' East 230.7; thence South 14°12' West 149.4 feet; thence South 18°47' East 170.7 feet; thence South 66°12' East 100 feet; thence South 13°44' East 70 feet; thence Southerly by a direct line to an iron pin driven in the center of the County Road due West of a stone set on the East boundary of said claim 64.609 chains South of the Northeast corner of said claim; thence West 20.478 chains, more or less, to a point 23.843 chains East of the West boundary of said claim; thence North 28°9' West 1795 feet to an iron rod; thence North 66°40' East 6.79 chains to an iron pipe; thence North 23°50" West 5.74 chains to an iron pipe; thence North 67°4' East 23.00 chains, more or less, to the point of beginning, all being situated in Linn County, Oregon.

EXCEPTING THEREFROM the following described property:

Beginning at a stone which bears East 23.843 chains from a point on the West line of and North 9°30" West 56.00 chains from the Southwest corner of the Elisha Griffith Donation Land Claim No. 42, in Township 14 South of Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence North 28°09' West 1246.72 feet; thence East 1788.71 feet to the center of certain stream; thence up said stream by meanders as follows: South 9°27' EAST 147.0 FEET; South 14°12' West 149.4 feet; South 18°47' East 170.7 feet; South 66°12' East 100.0 feet; and south 13°44' East 70.0 feet; thence Southerly by a direct line to a point in the County Road due West of a point on the East boundary of and 64.609 chains South of the Northeast corner of said Claim 42; thence West 20.478 chains, more or less, to the place of beginning, in Linn County, Oregon.

FURTHER EXCEPTING THEREFROM that portion of the above described tract of land lying within the boundaries of public roads and highway.

**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. The Land has been classified as Farm land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
8. Rights of the public to any portion of the Land lying within the area commonly known as streets roads and highways.
9. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of unnamed stream.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of unnamed stream.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of unnamed stream.

10. Covenant, including the terms and provisions thereof

Recording Date: February 19, 2021  
Recording No.: 2021-04268

11. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Access and Utility Easement and Road Maintenance Agreement
- Recording Date: February 7, 2023  
Recording No.: 2023-01229
12. Due probate and administration of the estate shown below. Personal representative appointed in said estate has power to execute the forthcoming conveyance to a bona fide purchaser.
- Estate of: Dick C. Lunsford, deceased  
Court: Circuit  
County: Linn  
Probate No.: 23PB01118  
Personal Representative: Kelly G. Lunsford  
Attorney for Estate: Joel Howe
13. 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.
14. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.
15. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.
- To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

**ADDITIONAL REQUIREMENTS/NOTES:**

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023  
Amount: \$988.45  
Levy Code: 55203  
Account No.: 0311593  
Map No.: 14S03W13-00-00700

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

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



- C. No search has been made for financing statements filed in the office of the Secretary of State, or in any county other than the county in which the herein described land is located. No liability is assumed for any financing statement filed in the office of the County Clerk (Recorder) covering timber, crops, fixtures or contracts affecting said land if said land is Not described by metes and bounds, recorded lot and block or under the rectangular Survey system.
- D. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
  
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- E. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.
- F. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- G. Note: 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.
- H. 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.
- I. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- J. 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.
- K. Recording Charge (Per Document) is the following:
- | County | First Page | Each Additional Page |
|--------|------------|----------------------|
| Marion | \$86.00    | \$5.00               |
| Benton | \$108.00   | \$5.00               |
| Polk   | \$91.00    | \$5.00               |
| Linn   | \$105.00   | \$5.00               |

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

Note: Please send any documents for recording to the following address:  
Portland Title Group  
Attn: Recorder  
1455 SW Broadway, Suite 1450  
Portland, OR. 97201

L. 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.

M. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:

Fiscal Year: July 1st through June 30th

Taxes become a lien on real property, but are not yet payable: July 1st

Taxes become certified and payable (approximately on this date): October 15th

First one third payment of taxes is due: November 15th

Second one third payment of taxes is due: February 15th

Final payment of taxes is due: May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

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

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

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

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

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

**SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

**SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE**

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

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



## EXHIBIT ONE

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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

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



Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective 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**

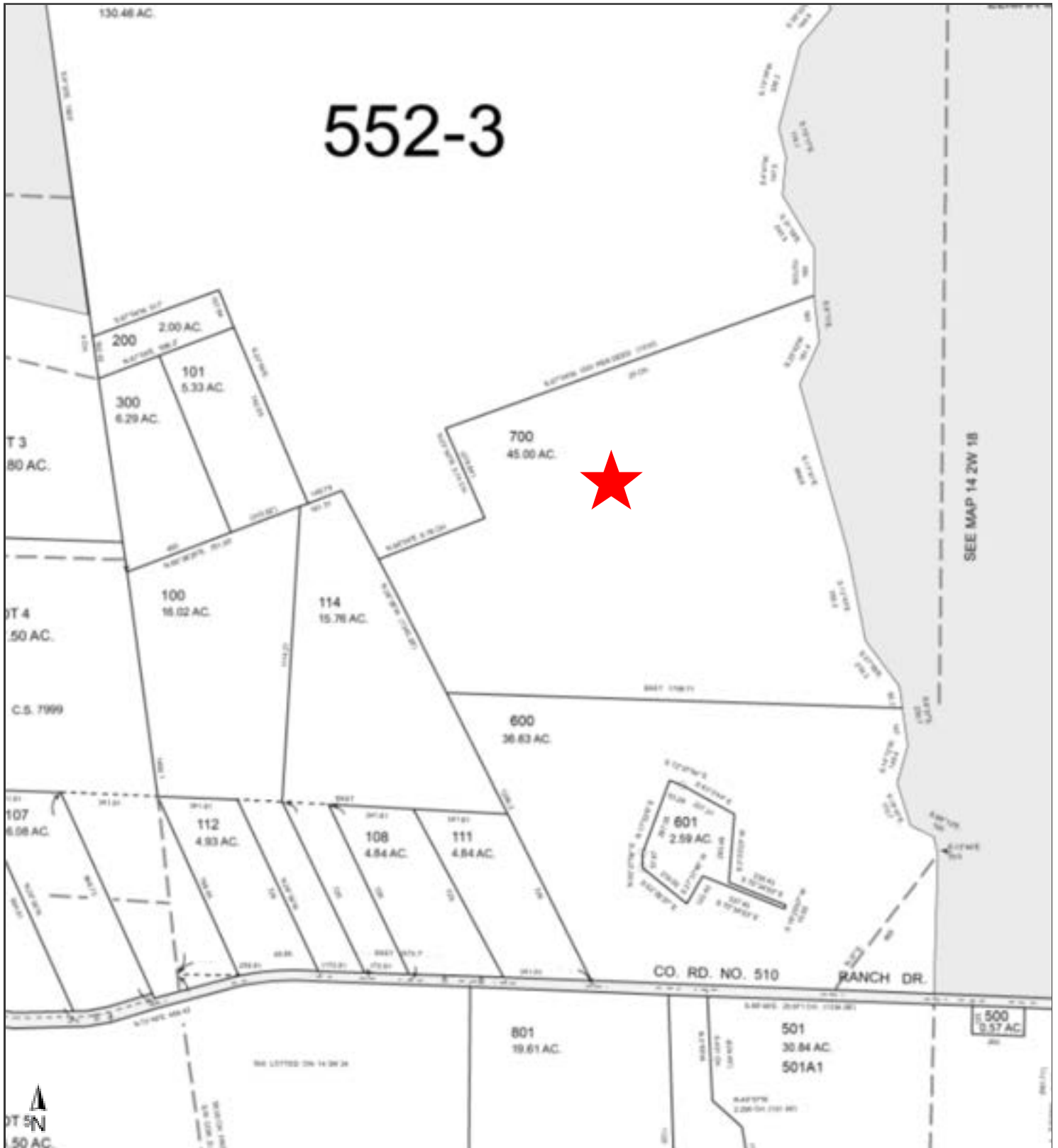
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you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

# 552-3



**ParcelID: 0311593**

**Tax Account #: 14S03W1300700**

**26160 Gap Rd, Brownsville OR 97327**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

FIRST AMERICAN 3817524



After recording return to:  
Dick Carol Lunsford  
26160 Gap Road  
Brownsville, OR 97327

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Dick Carol Lunsford  
26160 Gap Road  
Brownsville, OR 97327

File No.: 7091-3817524 (AM)  
Date: September 02, 2021

THIS SPACE RESERVED FOR RECORDER'S USE

LINN COUNTY, OREGON	<b>2021-22092</b>
D-WD	
Stn=10131 FORBISJ	<b>09/20/2021 11:18:00 AM</b>
\$15.00 \$11.00 \$10.00 \$60.00 \$19.00	<b>\$115.00</b>
I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Steve Druckenmiller - County Clerk	

### STATUTORY WARRANTY DEED

**Dick Clayton Lunsford and Lori J. Lunsford, as tenants by the entirety**, Grantor, conveys and warrants to **Dick Carol Lunsford**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
2. The **2021-2022** Taxes, a lien not yet payable.

The true consideration for this conveyance is **\$259,000.00**. (Here comply with requirements of ORS 93.030)



BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 20 day of September, 2021

Dick Clayton Lunsford  
Dick Clayton Lunsford

Lori J. Lunsford  
Lori J. Lunsford

STATE OF Oregon )  
 )ss.  
County of Linn )

This instrument was acknowledged before me on this 20 day of September, 2021  
by **Dick Clayton Lunsford and Lori J. Lunsford.**

M Solis

Notary Public for Oregon  
My commission expires: 11-26-22



**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Linn, State of Oregon, described as follows:

**BEGINNING AT A POINT WHICH IS SOUTH 16.447 AND SOUTH 67°4' WEST 17.166 CHAINS DISTANT FROM THE NORTHEAST CORNER OF THE DONATION LAND CLAIM OF ELISHA GRIFFITH AND WIFE, NOT. NO. 2070, CLAIM 42, IN TOWNSHIP 14 SOUTH OF RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, OREGON, SAID POINT BEING IN THE CENTER OF A CERTAIN STREAM; THENCE UP SAID STREAM BY MEANDERS AS FOLLOWS: SOUTH 8°11' EAST 180 FEET; THENCE SOUTH SOUTH 23°12' WEST 181.4 FEET; THENCE SOUTH 17°41' EAST 666.6 FEET; THENCE SOUTH 12°43' EAST 352.2 FEET; THENCE SOUTH 37°58' EAST 219.3 FEET; THENCE SOUTH 9°27' EAST 230.7; THENCE SOUTH 14°12' WEST 149.4 FEET; THENCE SOUTH 18°47' EAST 170.7 FEET; THENCE SOUTH 66°12' EAST 100 FEET; THENCE SOUTH 13°44' EAST 70 FEET; THENCE SOUTHERLY BY A DIRECT LINE TO AN IRON PIN DRIVEN IN THE CENTER OF THE COUNTY ROAD DUE WEST OF A STONE SET ON THE EAST BOUNDARY OF SAID CLAIM 64.609 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID CLAIM; THENCE WEST 20.478 CHAINS, MORE OR LESS, TO A POINT 23.843 CHAINS EAST OF THE WEST BOUNDARY OF SAID CLAIM; THENCE NORTH 28°9' WEST 1795 FEET TO AN IRON ROD; THENCE NORTH 66°40' EAST 6.79 CHAINS TO AN IRON PIPE; THENCE NORTH 23°50' WEST 5.74 CHAINS TO AN IRON PIPE; THENCE NORTH 67°4' EAST 23.00 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING, ALL BEING SITUATED IN LINN COUNTY, OREGON; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A STONE WHICH BEARS EAST 23.843 CHAINS FROM A POINT ON THE WEST LINE OF AND NORTH 9°30' WEST 56.00 CHAINS FROM THE SOUTHWEST CORNER OF THE ELISHA GRIFFITH DONATION LAND CLAIM NO. 42, IN TOWNSHIP 14 SOUTH OF RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON; AND RUNNING THENCE NORTH 28°09' WEST 1246.72 FEET; THENCE EAST 1788.71 FEET TO THE CENTER OF CERTAIN STREAM; THENCE UP SAID STREAM BY MEANDERS AS FOLLOWS: SOUTH 9°27' EAST 147.0 FEET; SOUTH 14°12' WEST 149.4 FEET; SOUTH 18°47' EAST 170.7 FEET; SOUTH 66°12' EAST 100.0 FEET; AND SOUTH 13°44' EAST 70.0 FEET; THENCE SOUTHERLY BY A DIRECT LINE TO A POINT IN THE COUNTY ROAD DUE WEST OF A POINT ON THE EAST BOUNDARY OF AND 64.609 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID CLAIM 42; THENCE WEST 20.478 CHAINS, MORE OR LESS, TO THE PLACE OF BEGINNING, IN LINN COUNTY, OREGON. SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS.**

**NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.**

# Soil Report

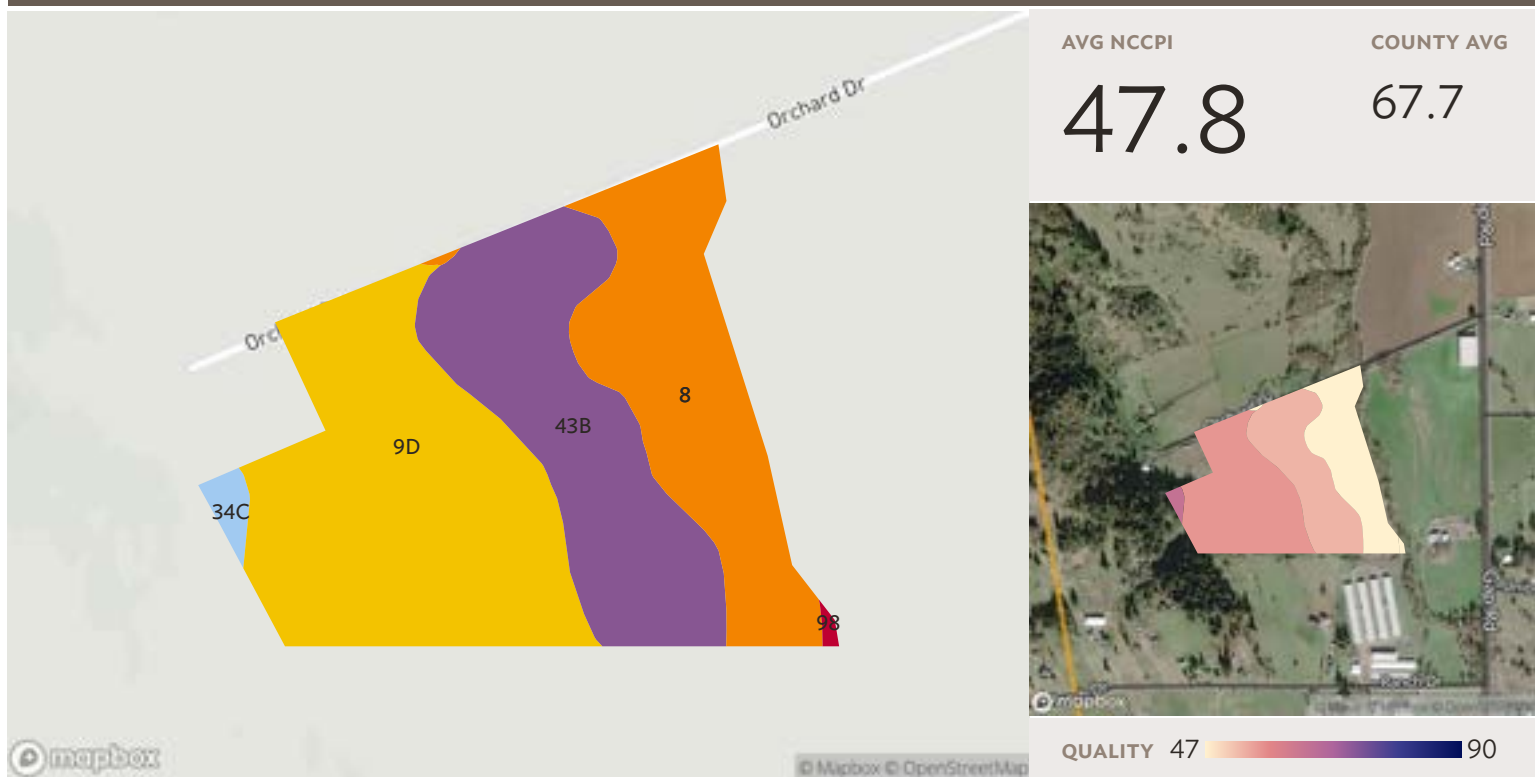


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NOTICE OFFER IS SUBJECT TO ERRORS, OMISSIONS, PRIOR SALE, CHANGE OR WITHDRAWAL WITHOUT NOTICE, AND APPROVAL OF PURCHASE BY OWNER. INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.

1 field, 47 acres in Linn County, OR

TOWNSHIP/SECTION 14S 3W - 13



## All fields

Source: NRCS Soil Survey

47 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
9D	Bellpine silty clay loam, 12 to 20 percent slopes	19.74	42.2%	3	56.1
43B	Hazelair silty clay loam, 2 to 7 percent slopes	13.75	29.4%	3	53.1
8	Bashaw silty clay	12.52	26.8%	4	28.1
34C	Dixonville silty clay loam, 3 to 12 percent slopes	0.59	1.3%	3	63.9
98	Waldo silty clay loam	0.12	0.3%	3	46.6
<b>46.72</b>					<b>47.8</b>

# Well



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NOTICE OFFER IS SUBJECT TO ERRORS, OMISSIONS, PRIOR SALE, CHANGE OR WITHDRAWAL WITHOUT NOTICE, AND APPROVAL OF PURCHASE BY OWNER. INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



