

Exhibit D: **Ownership Information**

Preliminary Report

Fidelity National Title - Oregon

File No.: 45142206160

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THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Fidelity National Title
Phone No.: (503)223-8338

Date Prepared: August 16, 2022
Effective Date: August 12, 2022 / 08:00 AM
Charge: \$400.00
Order No.: 45142206160
Reference: Springbrook - Supp 1

The information contained in this report is furnished to the Customer by Fidelity National Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Yamhill, State of Oregon, and is described as follows:
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently [vested in:](#)
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

Fidelity National Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 45142206160

EXHIBIT "A"
(Land Description)

Lots 1 and 2; Tracts AA, BB, C, D, E and F, SPRINGBROOK DISTRICT, in the City of Newberg, County of Yamhill, State of Oregon, according to the Plat thereof, recorded August 19, 2011, as Instrument No. 2011-10367, Yamhill County Deed and Mortgage Records.

Fidelity National Title Company of Oregon
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EXHIBIT "B"
(Tax Account and Map)

[APN/Parcel ID\(s\) 547318, 547321, 547324, 547327, 547330, 547333, 547357 and 547360 as well as Tax/Map ID\(s\) R320804900, R320805000, R320805100, R320805200, R320805300, R320805400, R320806200 and R320806300](#)

Fidelity National Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
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EXHIBIT "C"
(Vesting)

Aspen Way West LLC, an Oregon limited liability company

EXHIBIT "D"
(Liens and Encumbrances)

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

Fiscal Year: 2021-2022
Amount: \$10,087.75
Levy Code: 29.0
[Account No.:](#) 547321
Map No.: R3208 05000

Affects: Lot 1

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

Fiscal Year: 2021-2022
Amount: \$10,666.35
Levy Code: 29.0
[Account No.:](#) 547324
Map No.: R3208 05100

Affects: Lot 2

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

Fiscal Year: 2021-2022
Amount: \$7.99
Levy Code: 29.0
[Account No.:](#) 547357
Map No.: R3208 06200

Affects: Tract AA

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

Fiscal Year: 2021-2022
Amount: \$7.99
Levy Code: 29.0
[Account No.:](#) 547360
Map No.: R3208 06300

Affects: Tract BB

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

Fiscal Year: 2021-2022
Amount: \$15,291.32
Levy Code: 29.0
[Account No.:](#) 547318
Map No.: R3208 04900

Affects: Tract C

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

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

Fiscal Year: 2021-2022
Amount: \$3,242.92
Levy Code: 29.0
Account No.: [547333](#)
Map No.: R3208 05400

Affects: Tract D

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

Fiscal Year: 2021-2022
Amount: \$88,155.35
Levy Code: 29.0
Account No.: [547330](#)
Map No.: R3208 05300

Affects: Tract E

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

Fiscal Year: 2021-2022
Amount: \$42,783.24
Levy Code: 29.0
Account No.: [547327](#)
Map No.: R3208 05200

Affects: Tract F

1. 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.

Affects: Lot 2 and Tracts C, D, E and F

2. City Liens, if any, in favor of the City of Newberg.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Yamhill County, a political subdivision of the State of Oregon
Purpose: underground Storm Drainage
Recording Date: May 22, 1989
Recording No: Film [Volume 232, Page 775](#)
Affects: Tract F

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

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

Granted to: the City of Newberg, a municipal corporation
Purpose: storm sewer inlet
Recording Date: November 30, 2001
[Recording No: 200121323](#)
Affects: Tract AA

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

Granted to: the City of Newberg, a municipal corporation
Purpose: slope and public utilities
Recording Date: May 22, 2002
[Recording No: 200210193](#)
Affects: Tracts AA and BB

6. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

[Name of Plat: Springbrook District](#)
Recording Date: August 11, 2011
Recording No: 2011-10367

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the [Plat of Springbrook District](#):

Purpose: utilities
Affects: 10 feet along street right of way lines/as delineated on said Plat

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the [Plat of Springbrook District](#):

Purpose: utilities
Affects: Tracts AA, BB, D, F, Lot 2./as delineated on said Plat

9. Development Agreement - Springbrook Master Plan

Executed by: City of Newberg and Springbrook Properties, Inc.
Recording Date: February 6, 2008
[Recording No.: 200801964](#)

Amendment(s)/Modification(s) of said Development Agreement

Recording Date: August 11, 2011
[Recording No: 2011-10366](#)

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

Amendment(s)/Modification(s) of said Development Agreement

Recording Date: August 30, 2018

[Recording No: 201812616](#)

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
11. The proposed transaction may be subject to statutory requirements for the partitioning or subdivision of land pursuant to Chapter 92 of Oregon Revised Statutes. Violation may subject parties to both civil and criminal penalties. Furthermore, title insurance policies do not provide coverage against violation of these statutes.
12. Any claim based on the failure to comply with the provisions of Governmental Laws and Regulations regarding the division of land.
13. 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 2022-2023.

****End of Liens & Encumbrances****

BOUNDARY DEEDS:

Boundary Deed

Recording Date: May 15, 1996

[Recording No.: 199607569](#)

Boundary Deed

Recording Date: June 20, 1996

[Recording No.: 199609864](#)

Boundary Deed

Recording Date: September 28, 2001

[Recording No.: 200117165](#)

Boundary Deed

Recording Date: April 26, 2002

[Recording No.: 200208416](#)

Boundary Deed

Recording Date: November 17, 2004

[Recording No.: 200423482](#)

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

Boundary Deed

Recording Date: July 19, 2005
[Recording No.: 200514996](#)

Boundary Deed

Recording Date: September 5, 2012
[Recording No.: 2012-12594](#)

Boundary Deed

Recording Date: November 30, 2015
[Recording No.: 201518589](#)

Boundary Deed

Recording Date: November 9, 2017
[Recording No.: 201718041](#)

Boundary Deed

Recording Date: May 22, 2018
[Recording No.: 201807236](#)

Boundary Deed

Recording Date: January 4, 2019
[Recording No.: 201900134](#)

Boundary Deed

Recording Date: February 15, 2019
[Recording No.: 201901897](#)

Boundary Deed

Recording Date: July 8, 2019
[Recording No.: 201908989](#)

Boundary Deed

Recording Date: October 8, 2019
[Recording No.: 201914515](#)

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

Boundary Deed

Recording Date: November 6, 2019
[Recording No.: 201916213](#)

Boundary Deed

Recording Date: November 24, 2020
[Recording No.: 202021253](#)

Boundary Deed

Recording Date: June 10, 2021
[Recording No.: 202111895](#)

Boundary Deed

Recording Date: September 14, 2021
[Recording No.: 202118527](#)

Boundary Deed

Recording Date: September 27, 2021
[Recording No.: 202119350](#)

Boundary Plat - Green Valley Subdivision

Recording Date: November 13, 1952
[Recording No.: Volume 6, Page 9](#)

Boundary Plat - Hazelwood Farm

Recording Date: May 15, 2018
[Recording No.: 201806920](#)

Boundary Plat - Jeffrey Park

Recording Date: December 28, 1979
[Recording No.: Cabinet 9, Slide 191B](#)

Boundary Plat - Northwood Estates

Recording Date: August 17, 1992
[Recording No.: Film Volume 3, Page 266](#)

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
 - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
 - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
 - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (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, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY