

769 Ponderosa Village, Burns, OR 97720 Phone (541) 573-2039, Fax (541) 573-5844

October 22, 2025 File Number: 1035151

Report No.: [1]

Title Officer: Stan Falley stan.falley@amerititle.com

### PRELIMINARY TITLE REPORT

**Property** 

Address: Multiple Properties, 30442 Weaver Springs Lane, Burns, OR 97720

Policy or Policies to be issued:	<u>Liability</u>	<u>Premium</u>
Proposed Insured: TBD		
2021 ALTA Standard Owner's Policy COMMERCIAL	\$1.00	\$200.00
Endorsements: 110		\$0.00

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of Chicago Title Insurance Company, in the usual form insuring the title to the land described as follows:

# Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 25th day of September, 2025 at 7:30 a.m., title is vested in:

## Silver Sage Farms, LLC, an Oregon limited liability company

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

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

#### **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. 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 (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
- 5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

#### SPECIAL EXCEPTIONS:

- Taxes assessed under Code No. 4-2 Account No. 23028 Map No. 25S 30E 00 4000 The 2025-2026 Taxes: \$3,908.93, plus interest, unpaid.
- 7. <u>Taxes</u> assessed under Code No. 4-2 Account No. 45020 Map No. 26S 30N 00 300 The 2025-2026 Taxes: \$10,758.48, plus interest, unpaid.
- 8. <u>Taxes</u> assessed under Code No. 4-2 Account No. 92681 Map No. 26S 31N 00 1002 The 2025-2026 Taxes: \$2,200.92, plus interest, unpaid.
- 9. <u>Taxes</u> assessed under Code No. 4-2 Account No. 45150 Map No. 26S 30N 00 1100 The 2025-2026 Taxes: \$3,267.75, plus interest, unpaid.
- 10. The Land, as defined in the policy to be issued, does not include any improvement(s) located on the Land which is described or defined as a mobile home (manufactured housing unit) under the provisions of State Law and is subject to registration.

ID Number 134522.

- 11. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
- 12. Reservation of minerals, including the terms and provisions contained therein, in deed from MIldred L. Myers and Roy C. Myers, wife and husband, as to a full interest therein.

Recorded: March 16, 1922

Book/Page: 30/133

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The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Reservation of minerals, including the terms and provisions contained therein, in deed from Harney County, Oregon, as to a full interest therein.

Recorded: February 8, 1946

Book/Page: 42/489

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

14. The provisions contained in deed form Harney County, Oregon,

Recorded: February 8, 1946, Book/Page.: Book 42, Page 489.

As follows: reserving a right for a right of way for county roads.

15. The provisions contained in deed from Harney County, Oregon,

Recorded: July 9, 1948, Book/Page.: 49/215.

As follows: reserving a right for a right of way for county roads.

16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Steve Wilson, Inex Wilson, Neal M. Stiffler and Karen R. Stiffler

Recorded: March 2, 2001 Book/Page: <u>114/217</u>

17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Steve and Inez Wilson and Neal M. Stiffler and Karen R. Stiffler

Recorded: March 2, 1981 Book/Page: <u>114/218</u>

18. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Harney County Federal Credit Union

Recorded: April 1, 1991 Instrument No.: 910464

19. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Harney County Federal Credit Union

Recorded: July 3, 1991 Instrument No.: 911028

20. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Douglas H. Stills and Delores L. Stills

Recorded: March 21, 1997 Instrument No.: 970598

21. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

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Granted To: Douglas H. Stills and Delores L. Stills

Recorded: March 21, 1997 Instrument No.: <u>970599</u>

22. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Glenn Chowning and Associates

Recorded: March 21, 1997 Instrument No.: <u>970600</u>

23. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Dog Mountain Farms, an Oregon Partnership

Recorded: December 9, 1997 Instrument No.: 972512

24. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Dog Mountain Farms, an Oregon Partnership

Recorded: January 9, 1998 Instrument No.: <u>980053</u>

25. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Telephone Utilities of Eastern Oregon, Inc., dba PTI Communications

Recorded: April 15, 1998 Instrument No.: <u>980564</u>

26. The provisions contained in Patent,

Recorded: February 15, 2000, Instrument No.: 20000322.

As follows: reservations and easements

27. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$4,000,000.00

Trustor/Grantor: Silver Sage Farms, LLC, an Oregon limited liability company

Trustee: Amerititle

Beneficiary: Childers Hay Ranch, Inc., a California corporation

Dated: April 6, 2021 Recorded: April 12, 2021 Instrument No.: 20210559

#### **INFORMATIONAL NOTES:**

- A. We find no activity in the past 24 months regarding transfer of title to subject property.
- B. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

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- C. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.
- E. In the event that the contemplated transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation include full legal name, date of birth, residential address, and the IRS taxpayer identification number of the beneficial owners of the Buyer(s), as further defined and described in Section 1031.320 of Chapter 31 of the Code of Federal Regulations ("Code)

**NOTE:** The FinCEN Report requires certain residential real estate transaction purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity to be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

If **AmeriTitle**, **LLC** is not acting as a "Reporting Person" under the FinCEN rule for this transaction, where said company is not performing any escrow or settlement functions, responsibility for compliance with FinCEN reporting requirements lies with the party designated as the Reporting Person under the rule, which may include the settlement agent, escrow agent, or other party facilitating the closing.

**AmeriTitle, LLC** expressly disclaims any and all liability for FinCEN reporting obligations where said company is not performing any escrow or settlement functions

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

## **End of Report**

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# EXHIBIT "A" LEGAL DESCRIPTION

# Land in Harney County, Oregon, as follows:

In Twp. 25 S., 30 E., W.M.:

Sec. 35: S1/2.

In Twp. 26 S., R. 30 E., W.M. (North of Malheur Lake)

Sec. 1: S½.

Sec. 2: Lots 1, 2, 3 and 4, S½N½.

In Twp. 26 S., R. 31 E., W.M. (North of Malheur Lake)

Sec. 6: Lots 1, and 2, NE¼, E½NW¼, Lot 4, SE¼SW¼.

Sec. 7: NW1/4NE1/4, S1/2NE1/4, E1/2NW1/4, SE1/4.