

Preliminary Report

Fidelity National Title - Oregon

File No.: 60222300149

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TITLE PLANT RECORDS REPORT
Report of Requested Information from
Title Plant Records

AKS Engineering & Forestry, LLC
3700 River Road N, Suite 1
Keizer, OR 97303

Customer Ref.: _____
Order No.: 60222300149
Effective Date: January 6, 2023 at 08:00 AM
Fee(s): \$250.00

The information contained in this report is furnished 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 IS NOT TITLE INSURANCE NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the Company's records, other than as specifically set forth herein. 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 ("THE REPORT") IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT

County and Time Period

This report is based on a search of the Company's title plant records for County of Marion, State of Oregon, for the time period **from January 1, 1957 through January 6, 2023** (with the through date being "the Effective Date").

Ownership and Property Description

The Company reports the following, as of the Effective date and with respect to the following described property ("the Property"):

Owner. The apparent vested owner of the Property is:

Truitt Properties, LLC, an Oregon limited liability company, as to Parcel II; and Front Street Properties, LLC, an Oregon limited liability company, as to Parcels I and III; and City of Salem, a municipal corporation of the State of Oregon, as to Parcel IV

Premises. The Property is:

(a) Street Address:

1105 Front Street NE, Salem, OR 97301
1375 Front Street NE, Salem, OR 97301
No Situs, Salem, OR 97301

(b) Legal Description:

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

Encumbrances

[If no information appears in this section, the section is intentionally omitted.]

General Index Liens against Named Party

[If no information appears in this section, the section is intentionally omitted.]

Recorded Documents

For the above stated county and time period, the Company reports the following types of recordings that relate to the Property:

a. Types of recordings: Deeds

b. List of recordings: Deeds Affecting Parcel I:

[Volume 148, page 504](#), recorded 2-27-1919

[Volume 519, page 893](#), recorded 2-16-1959

[Volume 543, page 828](#), recorded 4-17-1961

[Volume 543, page 830](#), recorded 4-17-1961

[Volume 543, page 832](#), recorded 4-17-1961

[Volume 606, page 715](#), recorded 9-16-1965

[Volume 697, page 270](#), recorded 1-28-1971

[Volume 743, page 662](#), recorded 1-24-1973

[Reel 78, page 1726](#), recorded 4-26-1977

[Reel 194, page 165](#), recorded 10-3-1979

[Reel 2483, page 45](#), recorded 5-26-2005

Deeds affecting Parcel II:

[Volume 148, page 504](#), recorded 2-27-1919

[Reel 78, page 1728](#), recorded 4-26-1977

[Reel 124, page 1305](#), recorded 5-19-1978

[Reel 352, page 890](#), recorded 8-1-1984

[Reel 1472, page 565](#), recorded 3-24-1998

Deeds affecting Parcel III:

[Volume 148, page 504](#), recorded 2-27-1919

[Reel 90, page 1557](#), recorded 8-3-1977

Reel 90., page 1560, recorded 8-3-1977

[Reel 174, page 528](#), recorded 7-3-1979

[Reel 183, page 443](#), recorded 9-6-1979

[Reel 632, page 196](#), recorded 7-18-1988

[Reel 740, page 48](#), recorded 12-29-1989

[Reel 740, page 49](#), recorded 12-29-1989

[Reel 1658, page 441](#), recorded 12-22-1999

[Reel 2483, page 45](#), recorded 5-26-2005

Deeds affecting Parcel IV:

[Reel 249, page 782](#), recorded 5-8-1981

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

James Carter
503-336-9126
FAX

james.carterjr@titlegroup.fntg.com

Fidelity National Title Company of Oregon
1433 SW 6th Ave
Portland, OR 97201

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 582541, 582542 and 596343

For Tax Map ID(s): 073W22AB00900, 073W22AB00900 and 073W22AB00300

PARCEL I:

A parcel of land situated in the Northeast Quarter of Section 22, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, County of Marion, State of Oregon, more particularly described as follows:

Tract 1:

Beginning at the Northeast corner of the South one-half of Lot 7, Block 1, MILL ADDITION to the City of Salem, Marion County, Oregon. (See Volume 1, Page 90, Record of Town Plats for said County and State.) being that point on the East line of said Lot 7, which is 25 feet Northerly from the Southeast corner of said Lot; thence North 70° 35' West along the middle line of said Lot 7, a distance of 200 feet; thence South 19° 25' West and parallel to the West line of Front Street, a distance of 60 feet; thence Easterly on a line parallel to the South line of said Lot 7, a distance of 200 feet to the said West line of Front Street; thence Northerly along said West line Addition to the City of Salem, Marion County, Oregon, and the Place of Beginning.

Tract 2:

Beginning at an iron pipe in the West line of Front Street in Salem, Oregon, 25 feet Southerly from the Northeast corner of Lot 7, Block 1, MILL ADDITION to Salem, Marion County, Oregon; thence North 19° 25' East along the West line of Front Street, 689.6 feet to the center of Gaines Street; thence North 70° 35' West along the center line of Gaines Street, now vacated, 230.33 feet; thence South 19° 25' West along the center line of Water Street, now vacated, 298.6 feet; thence North 70° 35' West along the Westerly extension of the South line of Block 24, North Salem, 90.57 feet; thence South 19° 25' West 216.0 feet; thence North 70° 35' West along a Westerly extension of the North line of Lot 4, Block 1, MILL ADDITION, 85 feet more or less to the low water line of the Willamette River; thence up said River following the low water line of the same to a Westerly extension of the line cutting Lot 7, Block 1, Mill Addition, into North and South halves; thence South 70° 35' East along said line, 515 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM:

Beginning at the Southeast corner of Lot 8, Block 1, MILL ADDITION to Salem, Marion County, Oregon; thence North 70° 35' West along the Southerly line of said Lot 8, a distance of 320.90 feet; thence North 19° 25' East parallel with the West line of Front Street, a distance of 136.63 feet to the True Point of Beginning; thence North 70° 35' West parallel with the Southerly line of said Lot 8 and the Westerly extension thereof, a distance of 80.00 feet, more or less, to the low water line of the Willamette River; thence Northerly along said low water line to a point on the Westerly extension of the Southerly line of Lot 3, in said Block 1; thence South 70° 35' East along the Westerly extension of the Southerly line of said Lot 3, a distance of 73.00 feet, more or less, to a point which is North 19° 25' East 113.72 feet from the true point of beginning; thence South 19° 25' West a distance of 113.72 feet to the Place of Beginning.

Tract 3:

Beginning on the Westerly line of Front Street at a point which is 33.00 feet North 19° 25' East from the Northeast corner of Block 24, NORTH SALEM, Marion County, Oregon; thence North 70° 35' West along the center line of Gaines Street (vacated) 230.33 feet, thence South 19° 25' West parallel with the Westerly line of said Front Street 250.60 feet to the True Point of Beginning; thence South 19° 25' West, parallel with the Westerly line of said Front Street 48.00 feet; thence North 70° 35' West, 90.57 feet; thence North 19° 25' East 48.00 feet; thence South 70° 35' East 90.57 feet to the True Point of Beginning.

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Legal Description

Tract 4:

Beginning at a point which is North 19° 25' East 15 feet and North 70° 35' West 200 feet from the Southeast corner of Lot 8, Block 1, MILL ADDITION to Salem, Marion County, Oregon, which point is the True Place of Beginning; thence North 70° 35' West and parallel with the Westerly extension of the Southerly line of said Lot 8, 120.9 feet; thence North 19° 25' East 60 feet, more or less, to the Southerly property line of USP Corporation property; thence South 70° 35' East and parallel with the Southerly line of the said Lot 8, 120.9 feet; thence South 19° 25' West 60 feet, more or less, to the Place of Beginning.

Tract 5:

Beginning at a point on the Easterly boundary line of Block 25, NORTH SALEM, said point bears South 19° 25' West 108.00 feet from the Northeast corner of said Block 25 and running thence North 70° 35' West, parallel to the Northerly boundary line of Block 25, to the low water line of the Willamette River; thence Southerly, along said low water line, to the Southerly line of that parcel of land described in the exception to Tract 2, said description being recorded in Reel 42, Page 596, Marion County Records; thence South 70° 35' East, along said Southerly boundary line, 80.00 feet, more or less, to the Southeasterly corner of said exception; thence North 19° 25' East 377.72 feet along the Westerly boundary lines of the aforementioned Tract 2 and Tract 3, said Tract 3 being described in Reel 42, Page 597, Marion County Records; thence South 70° 35' East 90.57 feet, along the Northerly boundary line of said Tract 3, to the Northeasterly corner of same; thence North 19° 25' East 250.60 feet, along the aforementioned Westerly boundary line of Tract 2, said Westerly boundary line being the center-line of vacated Water Street to the Northwesterly corner of said Tract 2; thence South 70° 35' East 230.33 feet, along the Northerly boundary line of vacated Gaines Street, to the Northerly corner of said Tract 2; thence North 19° 25' East 190.60 feet along said Easterly boundary line of Block 25 and its extension to the Point of Beginning.

Tract 6:

Beginning at the Southeast corner of Lot 8, Block 1, MILL ADDITION to Salem, in Marion County, Oregon, and thence South 19° 30' West a distance of 85.0 feet to the true point of beginning; thence North 70° 30' West a distance of 200.0 feet; thence North 19° 30' East a distance of 100.0 feet; thence South 70° 30' East a distance of 200.0 feet; thence South 19° 30' West a distance of 100.0 feet to the true Point of Beginning.

PARCEL II:

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 22, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, County of Marion, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of Block 25, NORTH SALEM, and running thence South 19°25' West 108.00 feet along the Easterly boundary line of said Block 25; thence North 70°35' West, parallel with the Northerly boundary line of said Block 25, to the low water line of the Willamette River; thence Northerly, along said low water line, to a point on the Westerly extension of the centerline of Hood Street; thence South 70°35' East, along said Westerly extension, to a point on the Northerly extension of the Westerly boundary line of the aforementioned Block 25; thence South 19°25' West 33.00 feet, along said Northerly extension, to the Northwesterly corner of said Block 25; thence South 70°35' East 197.50 feet, along the Northerly boundary line of said Block 25, to the Point of Beginning.

AND ALSO:

Beginning at the Northeast corner of Lot 1, Block 25, NORTH SALEM, thence running Westerly, along the Northerly lines of Lots 1 and 8, a distance of 197.50 feet to the Northwest corner of Lot 8; thence running Northeasterly and parallel with the Easterly line of said Block 25, a distance of 33.0 feet; thence running Easterly

EXHIBIT "A"
Legal Description

and parallel with the North lines of Lots 8 and 1, a distance of 197.50 feet to the Westerly edge of Front Street in the City of Salem; thence running Southerly, along the edge of Front Street, a distance of 33.0 feet to the Place of Beginning, and being the Southerly one-half of vacated Hood Street.

TOGETHER WITH a perpetual non-exclusive easement for roadway purposes, over and across and under the following described property:

Beginning at the point of intersection of the Westerly right-of-way line of Front Street with the centerline of vacated Hood Street in NORTH SALEM in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 19°25' East, along the Westerly right-of-way line of said Front Street, 20.00 feet; thence North 70°37' West, parallel with the centerline of vacated Hood Street, 170.00 feet; thence South 19°25' West, parallel with the Westerly right-of-way line of Front Street, 20.00 feet to a point on the centerline of vacated Hood Street; thence South 70°37' East, along the centerline of vacated Hood Street, 170.00 feet to the Point of Beginning, as set forth in instrument recorded March 6, 1979 in Reel 159, page 5, Film Records for Marion County, Oregon.

PARCEL III:

Tract 1:

Lot 1, WILLAMETTE LANDING, in the City of Salem, County of Marion, State of Oregon.

EXCEPTING THEREFROM, the land described as follows:

Beginning at a point on the southerly right-of-way line of Shipping Street, which is 197.50 feet North 70°37'00" West from the Northeast corner of Lot 1 of said WILLAMETTE LANDING; thence North 70°37'00" West a distance of 53.26 feet; thence along the arc of a 140.00 foot radius curve to the right a distance of 25.55 feet, (a chord of which bears North 14°17'27" East 25.51 feet), to the end of said curve; thence North 19°31'05" East 7.49 feet; thence North 79°15'34" East, along the Southerly line of Lot 3, WILLAMETTE LANDING, a distance of 25.54 feet to a point at the Easterly Southeast corner of said Lot 3, said point also being on the East line of said WILLAMETTE LANDING; thence South 19°31'05" West, along said East line, a distance of 12.72 feet to an angle in said East line; thence South 70°37'00" East, along said East line, a distance of 33.47 feet to an angle in said East line; thence South 19°24'59" West, along said East line, a distance of 33.00 feet to the Point of Beginning.

Tract 2:

Lot 2, WILLAMETTE LANDING, in the City of Salem, County of Marion, State of Oregon.

EXCEPTING THEREFROM, the land described as follows:

Beginning at a point on the Southerly right-of-way line of Shipping Street, which is 269.46 feet North 70°37'00" West from the Northeast corner of Lot 1 of said WILLAMETTE LANDING; thence North 70°37'00" West a distance of 18.70 feet; thence South 79°25'00" West a distance of 68.61 feet to a property corner between said Lots 2 and 3; thence North 10°43'47" West, along said property line between Lots 2 and 3, a distance of 20.01 feet to an angle in said line; thence North 79°15'34" East, along the Southerly line of said Lot 3, a distance of 99.35 feet; thence South 19°31'05" West 7.49 feet to the beginning of a 140.00 foot radius curve to the right; thence along the arc of said curve, a distance of 25.55 feet, (a chord of which bears South 14°17'27" West 25.51 feet), to the Place of Beginning.

PARCEL IV:

Block A, WILLAMETTE LANDING, in the City of Salem, County of Marion, State of Oregon.

EXHIBIT "A"
[Legal Description](#)

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.

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