

## Preliminary Report

Fidelity National Title - Oregon

File No.: 60222402761

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**Fidelity National Title**  
Company of Oregon

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Portland, OR 97201  
Phone: (503)646-4444 / Fax: (503)469-4198

## **TITLE PLANT RECORDS REPORT**

### **Report of Requested Information from Title Plant Records**

PNW Development  
4646 Ridge Drive  
Salem, OR 97301

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 60222402761  
**Effective Date:** June 13, 2024 at 08:00 AM  
**Fee(s):** \$200.00

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, 1968 through June 13, 2024** (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:

Cottages at Laurel LLC, an Oregon limited liability company

**Premises.** The Property is:

**(a) Street Address:**

2180 Laurel Avenue NE, 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:** Chain of Title

**b. List of recordings:**

1. Deed of Administrator, Blanchard to Adams

Recording Date: April 22, 1959  
Recording No.: [Volume 521, Page 783](#)

2. Warranty Deed, Adams to Fromherz

Recording Date: March 8, 1994  
Recording No.: [Reel 1148, Page 673](#)  
Affects: Parcel II

3. Bargain and Sale Deed, Adams to Adams Trust

Recording Date: November 16, 1994  
Recording No.: [Reel 1205, Page 791](#)  
Affects: Parcel I

4. Bargain and Sale Deed, Fromherz to Adams Trust

Recording Date: March 19, 2002  
Recording No.: [Reel 1917, Page 313](#)  
Affects: Parcel II

5. Warranty Deed, Adams Trust to Torrey

Recording Date: January 14, 2011  
Recording No.: [Reel 3252, Page 68](#)

6. Bargain and Sale Deed, Torrey to Hendryx

Recording Date: September 19, 2011  
Recording No.: [Reel 3318, Page 264](#)

7. Warranty Deed, Hendryx to PNW [Dev]elopment LLC

Recording Date: September 2, 2022  
Recording No.: [Reel 4655, Page 285](#)

8. Warranty Deed, PNW [Dev]elopment LLC to Providence Construction Group LLC

Recording Date: September 6, 2023  
[Recording No.:](#) [2023-27128](#)

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9. Quitclaim Deed, Providence Construction Group LLC to Cottages at Laurel LLC

Recording Date: May 29, 2024

Recording No.: 2024-15884

**End of Reported Information**

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

Sarah Cutler  
503-336-9188

FAX

sarah.cutler@titlegroup.fntg.com

Fidelity National Title Company of Oregon  
1455 SW Broadway, Suite 1450  
Portland, OR 97201

**EXHIBIT "A"**  
[Legal Description](#)

**For APN/Parcel ID(s): 580725**  
**For Tax Map ID(s): 073W14CD05500**

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**PARCEL I:**

Lots 5 and 6, Block 3, LAUREL PARK ADDITION. TO SALEM, in the City of Salem, County of Marion and State of Oregon.

EXCEPTING THEREFROM: Beginning at the Southwest corner of Lot 5, Block 3, LAUREL PARK ADDITION TO SALEM, in the City of Salem, County of Marion and State of Oregon; thence Easterly along the South line of said Lot 5, a distance of 100.00 feet; thence Northerly parallel with the West line of said Lot 5 for a distance of 75.00 feet; then West parallel with the South line of Lot 5 for a distance of 100.00 feet to the West line of Lot 6, in said Block 3; thence Southerly along the West line of Lots 5 and 6 for a distance of 75.00 feet to the place of beginning.

**PARCEL II:**

Beginning at the Northwest corner of Lot 7 in Block 3, LAUREL PARK ADDITION TO SALEM, as shown by plat recorded in Volume 11, Page 29, Record of Town Plats for Marion County, Oregon; running thence Easterly along the North line of said Lot 7, 142.3 feet; thence Southerly, parallel with the East line of Lot 7, 50.0 feet to the South line of said Lot; thence Westerly 142.3 feet to the Southwest corner thereof; thence Northerly along the West line of said Lot, 50.0 feet to the place of beginning, being a portion of said Lot 7, Block 3, LAUREL PARK ADDITION TO SALEM, in the City of Salem, County of Marion and State of Oregon.

**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