



**PUBLIC RECORD REPORT  
FOR NEW SUBDIVISION  
OR LAND PARTITION**

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

I & E Construction  
Phone No.:

Date Prepared: June 16, 2021  
Effective Date: June 12, 2021 / 08:00 AM  
Charge: \$400.00  
Order No.: 471820089613  
Reference:

The information contained in this report is furnished to the Customer by Ticor 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 Marion, 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.

**EXHIBIT "A"**  
**(Land Description)**

**PARCEL I:**

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point which is 0.30 chains North and 1.666 chains West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, said point is also described as being at the intersection of the West line of a County Road (which road is described in Volume 133, Page 149, Deed Records for Marion County, Oregon), and the center line of Salem to Geer Road; and running thence West 10.907 chains along the center line of said Salem to Geer Road to the Southeast corner of the R. E. West property described in deed recorded in Volume 102, Page 501, Deed Records for Marion County, Oregon; thence North along the East line of said R. E. West property 20.34 chains to the South boundary of the Southern Pacific Railroad Right of Way; thence East along said right of way 10.907 chains to the West line of the County Road; thence South along the West line of said County Road 20.302 chains to the Place of Beginning.

EXCEPTING THEREFROM that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, Page 741, and by deed dated July 14, 1960, recorded December 28, 1960, in Volume 540, Page 545, Deed Records for Marion County, Oregon.

**PARCEL II:**

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point which is 12.50 chains West and 61 links North of the most Northerly Northwest corner of J. C. Caplinger's Donation Land Claim, in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; and running thence North 20.03 chains to the R. Savage's line; thence West 5.53 chains; thence South 20.05 chains to the center of the County Road leading to Salem; thence East to the Place of Beginning.

EXCEPTING THEREFROM that part lying in Southern Pacific Railroad right of way, and that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, Page 744, Deed Records for Marion County, Oregon.

**PARCEL III:**

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning in the center of the Country Road at a point which is 0.72 chains North 01°20' West and 1193.36 feet South 89°34' West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim No. 75, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 89°34' West along the center of said County Road, a distance of 339.96 feet; thence North 00°11' West 204.50 feet; thence South 89°49' West 8.63 feet; thence North 00°08' West 1051.24 feet to the South line of the Southern Pacific Railroad right of way; thence South 89°51' East along the South line of the said Railroad right of way 348.76 feet; thence South 00°08' East 1252.36 feet to the Place of Beginning.

EXCEPTING THEREFROM that part conveyed to Marion County, Oregon, by deed dated October 7, 1957, recorded October 10, 1957, in Volume 504, Page 742, Deed Records for Marion County, Oregon.

**EXHIBIT "A"**  
**(Land Description)**  
(continued)

**PARCEL IV:**

A tract of land situated in the Northwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point 27.57 chains South 89°30' East from the Southwest corner of the Donation Land Claim of Zachariah Pollard and wife, in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence running South 89°30' East 15.43 chains; thence South 00°30' East 26.30 chains to the South line of the Samuel Parker Donation Land Claim; thence North 89°30' West 15.43 chains; thence North 00°30' West 26.10 chains to the Place of Beginning, situated in Marion County, Oregon.

EXCEPTING THEREFROM that portion thereof lying within the right of way of the Southern Pacific Company along the Southerly boundary.

ALSO EXCEPTING THEREFROM the following described property:

Beginning in the center of the County Road at a point which is 2179.62 feet South 89°30' East from the Southwest corner of the Zachariah Pollard Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 89°30' East along the center of said road, a distance of 175.00 feet; thence South 00°40' East parallel with the West line of Parcel No. 1 of a tract of land conveyed to West Foods and recorded in Volume 522, Page 143, Deed Records for said County and State, a distance of 400.00 feet; thence North 89° 30' West parallel with the center of said road, 175.00 feet; thence North 00°40' West a distance of 400.00 feet to the Place of Beginning.

EXCEPTING THEREFROM and INCLUDING THERETO that portion conveyed to and from, by Property Line Adjctment Deed, recorded October 10, 1957, in [Reel 4429, page 478](#), Deed Records for Marion County, Oregon.

**PARCEL V:**

A tract of land situated in the Northwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at a point 21.27 chains North and 79.80 chains East of the most Southerly Southeast corner of the Donation Land Claim of Samuel Parker and wife, in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence East on the South line of Samuel Parker's Claim 15.30 chains; thence North 00°30' West 26.20 chains to the North line of M. L. Savage's Donation Land Claim; thence North 89°30' West along the North line of said M. L. Savage's Claim 15.30 chains; thence South 00°30' East 26.20 chains to the Place of Beginning, and situated in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon.

EXCEPTING THEREFROM that portion conveyed to the Southern Pacific Railroad Company.

ALSO EXCEPTING THEREFROM the following described property:

Beginning at a point South 92 links, South 89°30' East 53.94 chains and South 00°30' East 30 links, from the Southwest corner of the Zachariah Pollard Donation Land Claim; thence South 00°30' East 6.70 chains to an iron rod; thence South 89°30' East 4.10 chains to an iron rod; thence North 00°30' West 6.70 chains to the South

**EXHIBIT "A"**  
**(Land Description)**  
(continued)

boundary of the County Road; thence North 89°30' West along the South boundary of said County Road, 4.10 chains to the Point of Beginning, all in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Marion County, Oregon, by deed dated March 29, 1961, recorded March 31, 1961, in Volume 543, Page 378, Deed Records for Marion County, Oregon.

**PARCEL VI:**

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at an iron pipe .72 chains North 01° 20' West, 1723.32 feet South 89° 34' West and North 00° 11' West, 205.33 feet from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, and running thence South 89° 49' West, 18.63 feet; thence North 00° 08' West, 1051.24 feet to the South line of the Southern Pacific Co. Railroad right of way; thence South 89° 51' East along said right of way, 200.00 feet to an iron pipe; thence South 00° 08' East 1051.24 feet to an iron pipe; thence South 89° 49' West 181.37 feet to the Place of Beginning.

**PARCEL VII:**

A tract of land situated in the Southwest quarter of Section 29, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon, more particularly described as follows:

Beginning at as point in the center of the County Road leading from Geer to Salem, which is 10.681 chains west of a point which is 12.56 chains West and 60 links North from the most Northerly Northwest corner of the J. C. Caplinger Land Claim No. 75 in Township 7 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; and running thence West along the centerline of said County Road, 190 feet; thence North 200 feet; thence East 190 feet; thence South 200 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to Marion County, a political subdivision of the State of Oregon, by instrument recorded September 26, 1957, in Volume 504, Page 419, Deed Records for Marion County, Oregon.

**PARCEL VIII:**

Parcel 1, [PARTITION PLAT NO. 2020-061](#), as platted and recorded in Reel 4399, Page 414, Marion County Records, in the City of Salem, Marion County, Oregon.

**PARCEL IX:**

Parcel 1, [PARTITION PLAT NO. 90-22](#), as platted and recorded in Reel 767, Page 471, Marion County Records, in the City of Salem, Marion County, Oregon.

**PARCEL X:**

Parcel 2, [PARTITION PLAT NO. 90-22](#), as platted and recorded in Reel 767, Page 471, Marion County Records, in the City of Salem, Marion County, Oregon.

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471820089613

**EXHIBIT "A"**  
**(Land Description)**  
(continued)

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471820089613

**EXHIBIT "B"**  
**(Tax Account and Map)**

APN/Parcel ID(s) R23932, R23935, R23939, R336299, R23955, R23957, R23960, R23963, R335045 and  
R346188 as well as Tax/Map ID(s) 072W29B 00200, 072W29B 00400, 072W29B 00300, 072W29B 00201,  
072W29C 00100, 072W29C 00200, 072W29C 00300, 072W29C 00400, R72W29C 00199 and R72W29C  
00101

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471820089613

**EXHIBIT "C"**  
**(Vesting)**

East Park LLC, an Oregon limited liability company

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

1. City Liens, if any, in favor of the City of Salem.

All Parcels

**EXCEPTIONS AS TO PARCELS I, II, III, IV, V, VI and VII:**

2. As disclosed by the assessment and tax roll, the premises herein were once specially assessed for farmland, forestland or other special assessment status and later disqualified. Per ORS 308A.700 to 308A.733, additional taxes were imposed and remain as potential additional tax liability for the property. A check with the Assessor's office will be necessary to determine the effect and continuation of the additional tax liability.

Additional Tax Liability Amount: \$20,801.64

Affects: Parcel III

3. As disclosed by the assessment and tax roll, the premises herein were once specially assessed for farmland, forestland or other special assessment status and later disqualified. Per ORS 308A.700 to 308A.733, additional taxes were imposed and remain as potential additional tax liability for the property. A check with the Assessor's office will be necessary to determine the effect and continuation of the additional tax liability.

Additional Tax Liability Amount: \$70,729.74

Affects: Parcel IV

4. As disclosed by the assessment and tax roll, the premises herein were once specially assessed for farmland, forestland or other special assessment status and later disqualified. Per ORS 308A.700 to 308A.733, additional taxes were imposed and remain as potential additional tax liability for the property. A check with the Assessor's office will be necessary to determine the effect and continuation of the additional tax liability.

Additional Tax Liability Amount: \$71,745.13

Affects: Parcel V

5. As disclosed by the assessment and tax roll, the premises herein were once specially assessed for farmland, forestland or other special assessment status and later disqualified. Per ORS 308A.700 to 308A.733, additional taxes were imposed and remain as potential additional tax liability for the property. A check with the Assessor's office will be necessary to determine the effect and continuation of the additional tax liability.

Additional Tax Liability Amount: \$8,132.66

Affects: Parcel VI

6. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.



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

7. Reservation, exception or other severance of minerals, together with the implied or express appurtenant rights to use the surface of the land for the development or extraction of such minerals, contained in or disclosed by instrument and reservations of right of way for ditches, canals and reservoir sites for irrigation purposes,

In favor of: the State Land Board, the State of Oregon

Reservation of: see documental for details

Recording Date: December 3, 1942

Recording No.: [Book 278, Page 147](#)

The Company makes no representation as to the present ownership of this interest or its encumbrances.

Affects: Parcels III, VI and VII

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

Granted to: Portland General Electric Company

Purpose: Transmission lines

Recording Date: July 28, 1961

Recording No: [Book 547, page 204](#)

Affects: Parcel 1

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

Granted to: Marion County

Purpose: Pipelines

Recording Date: October 4, 1966

Recording No: [Book 622, page 642](#)

Affects: Parcel VI

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

Granted to: Marion County

Purpose: Pipelines

Recording Date: October 4, 1966

Recording No: [Book 622, page 643](#)

Affects: Parcels IV and V

11. Any irregularities, reservations, easements or other matters in the proceedings occasioning the abandonment or vacation of the street/road shown below:

Name: County Road No. 97

Recording Date: April 3, 1978

Recording No: [Reel 118, Page 1011](#)

Affects: Parcel I

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

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

Granted to: Portland General Electric Company  
Purpose: Electrical transmission lines  
Recording Date: April 8, 1981  
Recording No: [Reel 246, page 657](#)  
Affects: Parcels IV and V

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

Granted to: Portland General Electric Company  
Purpose: Anchor  
Recording Date: April 8, 1981  
Recording No: [Reel 246, page 685](#)  
Affects: Parcel I

14. Memorandum of Contract (Water Right Conveyance Agreement), including the terms and provisions thereof,

Recording Date: October 21, 2009  
Recording No: [Reel 3115, Page 211](#)

Affects: Parcel I

Said water rights were further conveyed by Quitclaim Deed,

Recorded: March 10, 2011  
Recording No.: [Reel 3267, Page 98](#)  
Grantor: The Pictsweet Company  
Grantee: Steven V. Johnson

15. Matters contained in that certain document

Entitled: Private Road Improvement Agreement  
Executed by: Marion County, The Pictsweet Company, PS Mushrooms, LLC, State Street Mushrooms, LLC, Cordon Road Mushrooms, LLC, Marion Mushrooms Farm, LLC, Auburn Road Mushroom Farm, LLC and Marion County  
Recording Date: May 6, 2011  
Recording No: [Reel 3282, Page 365](#)  
Which provides for, among other things: To provide for the construction of Transportation and Storm Drainage related to the development of Farmington Estates and Farmington Village.

Reference is hereby made to said document for full particulars.

**EXCEPTIONS AS TO PARCEL VIII:**

16. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.

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

17. Reservation(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Union Pacific Railroad Company  
Purpose: Minerals and all mineral rights of any kind  
Recording Date: March 18, 2004  
Recording No: [Reel 2289, Page 327](#)

**EXCEPTIONS AS TO PARCEL IX:**

18. Matters contained in that certain document

Entitled: Nonremonstrance Agreement  
Dated: March 8, 1990  
Recording Date: March 8, 1990  
Recording No: [Reel 753, Page 287](#)

Reference is hereby made to said document for full particulars.

19. Notes and 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: [Partition Plat No. 90-22](#)

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Access  
Affects: Easterly 20 feet as delineated on [Partition Plat No. 90-22](#)

21. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination Agreement - Lease  
Lessor: East Park, LLC, an Oregon limited liability company  
Lessee: Robert I. Grinberg and Lila J. Grinberg  
Recording Date: November 14, 2019  
Recording No: [Reel 4266, Page 415](#)

An agreement recorded November 14, 2019 at [Reel 4266, Page 415](#) which states that said lease has been made subordinate to the document

Entitled: Trust Deed  
Recording Date: November 14, 2019  
Recording No: [Reel 4266, Page 414](#)

**EXCEPTIONS AS TO PARCEL X:**

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

22. Notes and 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: [Partition Plat No. 90-22](#)

23. [Intentionally Deleted]

**EXCEPTIONS AS TO ALL PARCELS:**

24. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
25. A deed of trust, assignment of rents, security agreement and fixture filing to secure an indebtedness in the amount shown below,

Amount: \$23,997,528.00  
Dated: November 8, 2019  
Trustor/Grantor: East Park LLC, an Oregon limited liability company  
Trustee: Fidelity National Title Insurance Company, a Florida corporation  
Beneficiary: Washington Federal Bank, National Association, a national banking association  
Recording Date: November 14, 2019  
Recording No.: [Reel 4266, Page 414](#)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

26. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$2,347,673.00  
Dated: December 13, 2019  
Trustor/Grantor: East Park LLC, an Oregon limited liability company  
Trustee: First American Title  
Beneficiary: D. R. Horton, Inc., -Portland, a Delaware corporation  
Recording Date: December 16, 2019  
Recording No.: [Reel 4278, Page 220](#)

Does not affect Parcels IX and X

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

27. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$2,000,000.00  
Dated: January 27, 2020  
Trustor/Grantor: East Park LLC, an Oregon limited liability company  
Trustee: First American Title  
Beneficiary: D.R. Horton, Inc., -Portland, a Delaware corporation  
Recording Date: February 5, 2020  
Recording No.: [Reel 4296, Page 344](#)

Does not affect Parcel VIII

28. Intercreditor and Subordination Agreement

Executed by: D.R. Horton, Inc., Washington Federal Bank and East Park LLC  
Recording Date: March 5, 2020  
Recording No.: [Reel 4308, page 47](#)

29. Improvement Agreement

Recording Date: April 23, 2020  
Recording No.: [Reel 4326, page 201](#)

30. Notice of Decision

Recording Date: November 10, 2020  
Recording No.: Reel 4408, pager 134

31. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$4,588,983.00  
Dated: December 8, 2020  
Trustor/Grantor: East Park LLC, an Oregon limited liability company  
Trustee: First American Title Insurance Company  
Beneficiary: D/R/ Horton, Inc.-Portland  
Recording Date: December 29, 2020  
Recording No.: [Reel 4428, page 491](#)

32. Improvement Agreement

Recording Date: March 29, 2021  
Recording No.: [Reel 4469, page 473](#)

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

33. Notice of Decision

Recording Date: April 26, 2021  
Recording No.: [Reel 4482, page 84](#)

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

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

Fiscal Year: 2019-2020  
Amount: \$41,365.97  
Levy Code: 92401000  
[Account No.: R23955](#)  
Map No.: 072W29C 00100

Parcel I

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.

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

Fiscal Year: 2019-2020  
Amount: \$21,253.95  
Levy Code: 92401000  
[Account No.: R346188](#)  
Map No.: 072W29C 00101

Parcel II

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.

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

Fiscal Year: 2019-2020  
Amount: \$14,010.02  
Levy Code: 92401000  
[Account No.: R23957](#)  
Map No.: 072W29C 00200

Parcel III

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.

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

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

Fiscal Year: 2019-2020  
Amount: \$39,392.55  
Levy Code: 92401000  
Account No.: [R336299](#)  
Map No.: 072W29B 00201

Parcel IV

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.

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

Fiscal Year: 2019-2020  
Amount: \$36,065.32  
Levy Code: 92401000  
Account No.: [R23932](#)  
Map No.: 072W29B 00200

Parcel V

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.

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

Fiscal Year: 2019-2020  
Amount: \$5,989.27  
Levy Code: 92401000  
Account No.: [R23963](#)  
Map No.: 072W29C 00400

Parcel VI

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.

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

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

Fiscal Year: 2019-2020  
Amount: \$326.28  
Levy Code: 92401000  
Account No.: [R23960](#)  
Map No.: 072W29C 00300

Parcel VII

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.

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

Fiscal Year: 2019-2020  
Amount: \$3,368.87  
Levy Code: 92401000  
Account No.: [R335045](#)  
Map No.: 072W29C 00199

Parcel VIII

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.

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

Fiscal Year: 2019-2020  
Amount: \$3,920.60  
Levy Code: 92401000  
Account No.: [R23939](#)  
Map No.: 072W29B 00300

Parcel IX

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.



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

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

Fiscal Year: 2019-2020  
Amount: \$3,834.65  
Levy Code: 92401000  
Account No.: [R23935](#)  
Map No.: 072W29B 00400

Parcel X

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.

NOTE: Boundary Deeds:

Recording No.: [Reel 751, Page 234](#)  
Recording No.: [Reel 1077, Page 369](#)  
Recording No.: [Reel 3209, Page 20](#)  
Recording No.: [Reel 4230, Page 249](#)  
Recording No.: [Reel 4230, Page 250](#)  
Recording No.: [Reel 4230, Page 252](#)  
Recording No.: [Reel 4230, Page 271](#)  
Recording No.: PP Plat 2008-2

## 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.

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