



1433 SW 6th Avenue
Portland, OR 97201
Phone: (503)646-4444 / Fax: (503)219-9984

TITLE PLANT RECORDS REPORT

Report of Requested Information from Title Plant Records

Saalfeld Griggs
250 Church Street SE, Ste 200
Salem, OR 97301

Customer Ref.: 23583-31454
Order No.: 471821108011
Effective Date: June 2, 2021 at 08:00 AM
Fee(s): \$400.00

The information contained in this report is furnished by Tigor 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, 1950 through June 2, 2021** (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:

Marion County School District 24J

Premises. The Property is:

(a) Street Address:

4130 Portland Road 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: Conveyances and Easements

b. List of recordings:

1) Deed recorded 8-4-1952 Fee #440005 [Volume 442 Page 233](#)

Grantor: Eva Johnson

Grantee: Mathias J and Alta C. Lentach (Portion sold off to create new adjacent parcel)

2) Deed recorded 6-30-1953 Fee # 459049 [Volume 453 Page 76](#)

Grantor: Eva C Johnson, widow

Grantee: State of Oregon, by and through its State Highway Commission

Easement recorded 6-30-1953 [Volume 453 Page 76](#)

Grantor: Eva C Johnson, widow

Grantee: State of Oregon, by and through its State Highway Commission

3) Deed recorded 8-4-1954 Fee #480758 [Volume 466 Page 3](#)

Grantor: Eva C Johnson, widow

Grantee: State of Oregon, by and through its State Highway Commission

Easement recorded 8-4-1954 [Volume 466 Page 3](#)

Grantee: State of Oregon, by and through its State Highway Commission

4) Easement recorded 4-1-1955 [Volume 474, Page 528](#)

Grantee: State of Oregon, by and through its State Highway Commission

5) *Estate of Eva Johnson Case 21,572 filed 8-13-1965*

6) Bargain and Sale Deed recorded 1-24-1967 [Volume 626 Page 810](#)

Grantor: Della Hayden, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased and his wife

Grantee: Alma I. Malstrom

7) Bargain and Sale Deed recorded 1-24-1967 [Volume 626, page 811](#)

Grantor: William E. Johnson, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased and June Johnson, his wife

Grantee: Alma I. Malstrom

8) Bargain and Sale Deed recorded 1-24-1967 [Volume 626 Page 812](#)

Grantor: Willard E. Johnson, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased and Florence Johnson his wife

Grantee: Alma I. Malstrom

9) Bargain and Sale Deed recorded 1-24-1967 [Volume 626 Page 813](#)

Grantor: Alice Matheny, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased

Grantee: Alma I. Malstrom

10) Bargain and Sale Deed recorded 1-24-1967 [Volume 626 Page 814](#)

Grantor: Eldon Johnson, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased and Zella L. Johnson, his wife
Grantee: Alma I. Malstrom

11) Bargain and Sale Deed recorded 1-24-1967 [Volume 626, Page 815](#)
Grantor: Vivian Pencin, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased and Edmund M Pencin, her husband
Grantee: Alma I. Malstrom

12) Bargain and Sale Deed recorded 1-24-1967 [Volume 626 Page 817](#)
Grantor: Lois Renter, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased
Grantee: Alma I. Malstrom

13) Easement recorded 10-14-1977 [Book 99, Page 375](#)
Grantee: City of Salem

14) Warranty Deed recorded 4-30-1982 [Reel 279 Page 1883](#)
Grantor: Alma I. Malstrom
Grantee: Ronald E. Moser

15) Easement recorded 7-21-1983 [Reel 316 Page 1344](#)
Grantee: City of Salem

16) Warranty Deed recorded 3-7-2003 [Reel 2080 Page 315](#)
Grantor: Ronald E Moser
Grantee: Urban Renewal Agency of the City of Salem

17) Easement recorded 3-7-2003 [Reel 2080 Page 316](#)
Grantee: Urban Renewal Agency of the City of Salem

18) Easement recorded 7-10-2008 [Reel 2973 Page 268](#)
Grantee: Salem-Keizer School District 24J

19) Bargain and Sale Deed recorded 2-24- 2010 [Reel 3153, Page 191](#)
Grantor: Ronald E. Moser
Grantee: Ronald E. Moser, Trustee of the Ronald E. Moser Trust, under declaration dated December 4, 2009

20) Warranty Deed recorded 8-17-2018 [Reel 4111 Page 438](#)
Grantor: Ronald E. Moser, Trustee of the Ronald E. Moser Trust, under declaration dated December 4, 2009
Grantee: Marion County School District 24J

Ticor Title Company of Oregon
Order No. 471821108011

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

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

Beginning at an iron pipe marking the Northeast corner of a tract of land conveyed to Mathias J. Lentsch, et ux, by deed recorded in Volume 442, Page 233, Deed Records, which point bears North 00°03'45" West 99.99 feet and North 89° 02'46" West 941.68 feet and North 34°41'10" East 229.73 feet from a county monument marking the Northeast corner of the Samuel Walker Donation Land Claim No. 39 in Section 12, Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 80° 31'39" West along the northerly line of said Lentsch tract, a distance of 362.96 feet to a point on the easterly right-of-way line of Portland Road N.E.; thence North 34°49'40" East along said right-of-way line, a distance of 113.44 feet to a point opposite Engineers Station P.S. 62+70.07 Northbound; thence northeasterly along said right-of-way line on the arc of a spiral curve to the left (the chord of which bears North 34°16'04" East 237.48 feet) a distance of 237.49 feet; thence South 81° 54'39" East 209.32 feet; thence South 08°29'36" West 323.20 feet to the point of beginning

EXCEPTING THEREFROM that portion conveyed to Urban Renewal Agency of the City of Salem, as described in deed recorded March 7, 2003 in Reel 2080, Page 315.

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