

## Preliminary Report

Ticor Title - Oregon

File No.: 471822115833

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**TICOR TITLE®**

Title Officer: Title Officer ID

Title #471822115833

APR 2, 2019 AT 7:57 A.M.

**SUMMARY**

**INSURED:** Sam Sells and Debra Sells, husband and wife as joint tenants

**ADDRESS:** 12345 Main Street, Toluca, California

**POLICY NUMBER:** 471822115833

**REPORT DATE:** April 2, 2019 at 7:57 a.m.

**PROPERTY TYPE:** Single Family Residence

**FORM OF POLICY:** a CLTA, in 2010 Homeowner's Policy of Title Insurance, ACIS Loan 2000

**EXCEPTIONS**

- A. Property taxes which are not yet due and payable
- B. Supplemental or assigned assessments of any kind
- C. Payment of Contractual Assessment Required, HSD/FACE
- D. Water rights
- E. Easement in a deed prohibiting the buying, selling or handling of intangible rights on said land
- F. Easement, easements, and restrictions
- G. Easement
- H. Deed of Trust
- I. Abstract of Judgment
- J. Notice of Independent Solar Energy System Producer Contract
- K. Financing Statement
- L. If the land is within the area affected by a Geographic Targeting Order issued by FICEN

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**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:

Saalfeld Griggs PC  
Phone No.: (503)399-1070

Date Prepared: February 2, 2022  
Effective Date: January 27, 2022 / 08:00 AM  
Charge: \$400.00  
Order No.: 471822115833  
Reference: 23583-31454-Hallman

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 1:**

A tract of land situated in Section 12, 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 an iron rod marking the Northwest corner of Lot 16, Block 2, DEER HAVEN ESTATES, as said subdivision is platted and recorded in Volume 34, page 36, Book of Town Plats, which point bears North 00°03'45" West 110.98 feet and North 89°06'42" West 807.38 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 South 01°02'44" West, along the West line of said Lot 16, a distance of 10.07 feet to a point on the North line of that tract of land described in instrument recorded in Reel 223, page 1312 Deed Records; thence North 89°02'46" West, along said North line, a distance of 134.09 feet to an iron pipe marking the most Westerly Southwest corner of Parcel 1 as described in Reel 202, page 916, Deed Records; thence North 34°41'10" East, along the Westerly line of said Parcel 1 and the Northeasterly extension thereof, a distance of 229.73 feet to 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; thence North 8°29'36" East 323.20 feet; thence North 81°54'39" West 209.32 feet to a point on the Easterly right-of-way line of Portland Road; thence Northeasterly, along said right-of-way line, on the arc of spiral curve to the left (the chord of which bears North 33°03'49" East 11.03 feet) a distance of 11.03 feet to a point on the Northerly line of that tract of land conveyed to Eva C. Johnson by deed recorded in Volume 283, page 583, Deed Records; thence South 81°54'39" East, along the Northerly line of said Johnson tract, a distance of 536.15 feet to an iron rod marking the Northeast corner thereof; thence South 82°10'45" East, along the Northerly line of that tract of land described in Volume 283, page 583, Deed Records, a distance of 187.36 feet to a point on the Westerly line of Lot 9, Block 1, of said DEER HAVEN ESTATES; thence along the Westerly boundary of said subdivision as follows: South 00°09'17" West 60.25 feet; thence South 54°08'47" West 40.25 feet; thence South 26°41'19" West 33.55 feet; thence South 09°05'25" West 50.64 feet; thence South 03°29'09" West 242.70 feet to the Southwest corner of lot 13 of said Block 1; thence South 89°06'42" East 6.97 feet to the most Northerly corner of Lot 16 of said Block 1; thence South 00°53'18" West 40.00 feet to the Northeast corner of Lot 17 of said Block 1; thence North 89°06'42" West, along the North line of said Lot 17 and the Westerly extension thereof, a distance of 495.22 feet to the point of beginning.

**PARCEL 2:**

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.

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471822115833

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

[APN/Parcel ID\(s\) 326385 and 525902 as well as Tax/Map ID\(s\) 073W12AC03201 and 073W12AC03200](#)

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

Salem-Keizer School District 24J, as to Parcel 1; Marion County School District 24J, as to Parcel 2

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

1. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.  
  
Tax Account No.: [525902](#) and 326385  
Map No.: 073W12AC03200 AND 073212AC03201
2. City Liens, if any, in favor of the City of Salem.
3. Rights of the public and governmental agencies in and to any portion of said land lying within the boundaries of streets, roads and highways.
4. Rights of the public, riparian owners and governmental bodies as to the use of the waters of Claggett Creek and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: State of Oregon, by and through its State Highway Commission  
Recording Date: June 30, 1953  
Recording No: [Volume 453, Page 76](#)  
Affects: Reference is hereby made to said document for full particulars
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: State of Oregon, by and through its State Highway Commission  
Recording Date: August 4, 1954  
Recording No: [Volume 466, Page 3](#)  
Affects: Reference is hereby made to said document for full particulars
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: State of Oregon, by and through its State Highway Commission  
Recording Date: April 1, 1955  
Recording No: [Volume 474, Page 528](#)  
Affects: Reference is hereby made to said document for full particulars
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: Utilities  
Recording Date: December 2, 1964  
Recording No: [Volume 470, Page 48](#)  
Affects: Reference is hereby made to said document for full particulars

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

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

Granted to: City of Salem  
Purpose: Sewer pipelines and appurtenances  
Recording Date: October 14, 1977  
Recording No: [Reel 99, Page 375](#)  
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem  
Purpose: Sewer pipelines and appurtenances  
Recording Date: October 14, 1977  
Recording No: [Reel 99, Page 384](#)  
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem  
Purpose: Sewer pipeline and appurtenances  
Recording Date: July 28, 1982  
Recording No: [Reel 287, Page 67](#)  
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem  
Purpose: Sewer pipeline and appurtenances  
Recording Date: July 21, 1983  
Recording No: [Reel 316, Page 1344](#)  
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem  
Purpose: Water pipeline and appurtenances  
Recording Date: October 2, 2001  
Recording No: [Reel 1843, Page 469](#)  
Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of Salem  
Purpose: Water and sanitary sewer pipeline and appurtenances  
Recording Date: October 2, 2001  
Recording No: [Reel 1843, Page 470](#)  
Affects: Reference is hereby made to said document for full particulars

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

15. Terms and provisions of Easement,  
  
Recording Date: July 10, 2008  
Recording No.: [Reel 2973, Page 268](#)
16. Terms and provisions of Easement  
  
Recording Date: July 10, 2008  
Recording No.: [Reel 2973, Page 269](#)
- 17.

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

**NOTE: Boundary Deeds**

**3871-217**  
**2135-271**  
**1609-400**  
**Plat~ Deer-Haven Estates**  
**3369-432**  
**3679-213**  
**3887-431**  
**3669-297**  
**1881-200**  
**3722-199**



## 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.

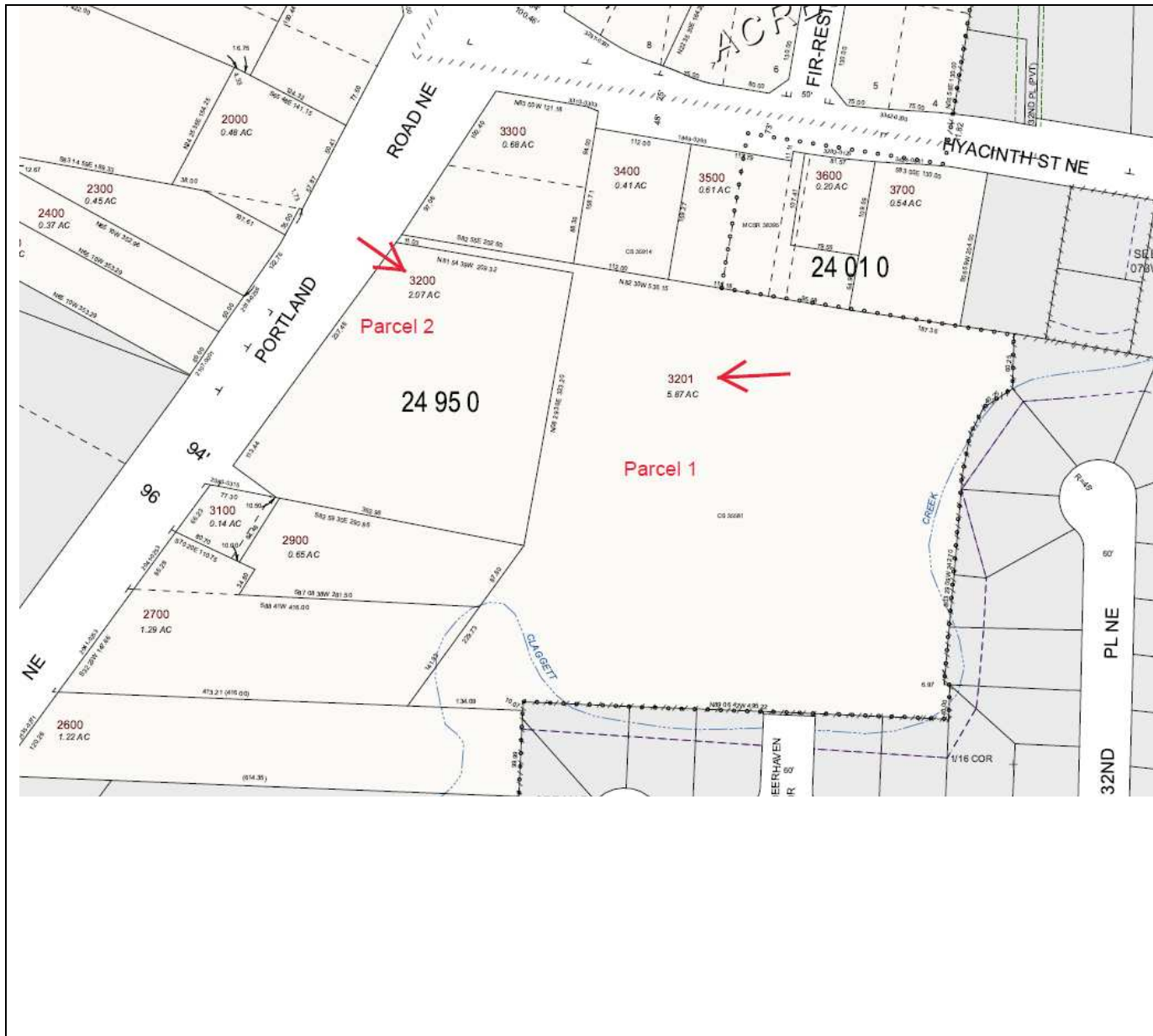
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS 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



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.