

Preliminary Report

Fidelity National Title - Oregon

File No.: 60222205936

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Fidelity National Title

File Officer: [Title Officer 02](#) Title #: [LIVELOOKREPORT](#) 12345 Main Street, Portland, California 97001

APR 03, 2018 AT 1:00 A.M.

SUMMARY

VESTING: Sam Seller and Tracy Seller, Husband and wife as joint tenants

ADDRESS: 12345 Main Street, Portland, California

FORM OF POLICY: A CLTA/ST 1010 Homeowner's Policy of Title Insurance ALTA Loan 2005

FILE NUMBER: LIVELOOKREPORT

PLANT DATE: April 2, 2018 at 7:57 a.m.

PROPERTY TYPE: Single Family Residence

EXCEPTIONS

- A. Property taxes, which are a lien for all due and payable
- B. Supplemental or assigned assessments, if any
- C. Payment of Contractual Assessment Required - HSDG/FACD
- D. Easement
- E. Deed of Trust
- F. Abstract of Judgment
- G. Notice of Independent Solar Energy System Producer Contract
- H. Foreclosing Statement
- I. If the land is within the area affected by a Geographic Targeting Order issued by the CFTN

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

Don Edwards
Phone No.: (999)999-9999

Date Prepared: August 25, 2022
Effective Date: August 17, 2022 / 08:00 AM
Charge: \$450.00
Order No.: 60222205936
Reference:

The information contained in this report is furnished to the Customer 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 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)

For APN/Parcel ID(s): [575254](#)
For Tax Map ID(s): **083W14BB00200**

PARCEL 1:

Beginning on the North line of Lot 9 of GRABENHORST FRUIT FARMS in Section 14, Township 8 South, Range 3 West of the Willamette Meridian in the County of Marion and State of Oregon, at a point 320 feet West of the Northeast corner of said lot; thence Southerly, parallel with the East line of said lot, 200 feet; thence Westerly, parallel with the North line of Lots 8 and 9 of said GRABENHORST FRUIT FARMS, 64 feet; thence Northerly, parallel with the East line of said Lot 9, a distance of 200 feet to the North line of said Lot 8; thence Easterly, along the North line of said Lots 8 and 9, a distance of 64 feet to the point of beginning.

PARCEL 2:

Beginning on the North line of Lot 8, GRABENHORST FRUIT FARMS, in the City of Salem, County of Marion and State of Oregon, at a point that is 212 feet Easterly of the Northwest corner of said Lot; thence Southerly parallel with the West line of said Lot a distance of 200 feet; thence Easterly parallel with the North line of said lot a distance of 64 feet; thence Northerly parallel with said West line a distance of 200 feet to the North line of said Lot; thence Westerly along the said North line a distance of 64 feet to the place of beginning.

PARCEL 3:

A parcel of land lying in Section 14, Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon and being a portion of the property described in that deed to Vernon V. Wilson and Vera M. Wilson recorded in [Volume 559, page 356](#), Marion County Deed Records, the said parcel being that portion of said property lying Northerly of the below described "L" centerline, which centerline is described as follows:

Beginning at the intersection of the centerline of South Commercial Street and the centerline of Kuebler Boulevard in the City of Salem, as shown on the right-of-way survey [map of Kuebler Boulevard from Skyline Road to South Commercial](#) on record at the Marion County Surveyor's Office, said intersection being Engineer's Station "L" 606+72.90 P.O.T. Ahead, "L" 606+73.55 P.O.T. Back, and running thence:

North 89°16'10" East 182.80 feet along the Easterly extension of said Kuebler Boulevard centerline; thence on a 2500 foot radius curve right 150.97 feet, the long chord bears South 89°10'02" East 150.95 feet; thence South 87°26'14" East 1958.15 feet; thence on a 750 foot spiral curve left, the long chord bears North 88°08'50" East 748.72 feet; thence on a 1909.88 foot radius curve left 223.20 feet, the long chord bears North 77°57'53" East 223.08 feet; thence on a 750 foot radius curve left, the long chord bears North 67°06'56" East 748.72 feet; thence North 63°22' East 948.29 feet; thence on a 750 foot spiral curve right, the long chord bears North 67°06'56" East 748.72 feet; thence on a 1909.88 foot radius curve right 302.22 feet, the long chord bears North 79°09' East 301.91 feet; thence on a 750 foot spiral curve right, the long chord bears South 88°48'56" East 748.72 feet; thence South 85°04' East 20.60 feet to the centerline of 27th Avenue which is Engineer's Station "L" 674+59.78.

PARCEL 4:

A parcel of land lying in Section 14, Township 8 South, Range 3 West, W. M., Marion County, Oregon, and being a portion of the property described in that deed to Norman F. Simpson and Carol J. Simpson recorded in [Reel 118, page 703](#), Marion County Records, the said parcel being that portion of said property lying Northerly of the below described "L" centerline, which centerline is described as follows:

EXHIBIT "A"
(Land Description)
(continued)

Beginning at the intersection of the centerline of South Commercial Street and the centerline of Kuebler Boulevard in the City of Salem, as shown on the right-of-way survey [map of Kuebler Boulevard from Skyline Road to South Commercial](#) on record at the Marion County Surveyor's Office, said intersection being Engineer's Station "L" 606+72.90 P.O.T. Ahead, "L" 606+73.55 P.O.T. Back, and running thence:

North 89°16'10" East 182.80 feet along the Easterly extension of said Kuebler Boulevard centerline; thence on a 2500 foot radius curve right 150.97 feet, the long chord bears South 89°10'02" East 150.95 feet; thence South 87°26'14" East 1958.15 feet; thence on a 750 foot spiral curve left, the long chord bears North 88°08'50" East 748.72 feet; thence on a 1909.88 foot radius curve left 223.20 feet, the long chord bears North 77°57'53" East 223.08 feet; thence on a 750 foot radius curve left, the long chord bears North 67°06'56" East 748.72 feet; thence North 63°22' East 948.29 feet; thence on a 750 foot spiral curve right, the long chord bears North 67°06'56" East 748.72 feet; thence on a 1909.88 foot radius curve right 302.22 feet, the long chord bears North 79°09' East 301.91 feet; thence on a 750 foot spiral curve right, the long chord bears South 88°48'56" East 748.72 feet; thence South 85°04' East 20.60 feet to the centerline of 27th Avenue which is Engineer's Station "L" 674+59.78.

Fidelity National Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 60222205936

EXHIBIT "B"
(Tax Account and Map)

[APN/Parcel ID\(s\) 575254, 575255, 575256 and 575259 as well as Tax/Map ID\(s\) 083W14BB00200,](#)
[083W14BB00100, 083W14BA01401 and 083W14BB02702](#)

Fidelity National Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
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EXHIBIT "C"
(Vesting)

Donald Edwards, as to Parcel 1; and Salem Properties of DE, LLC, an Oregon limited liability company, as to Parcel 2; and City of Salem, a municipal corporation of the State of Oregon, as to Parcels 3 and 4

EXHIBIT "D"
(Liens and Encumbrances)

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
2. Unpaid Property Taxes are as follows:

Fiscal Year: 2021-2022
Amount: \$1,035.13, plus interest, if any
Levy Code: 24010
Account No.: [575255](#)
Map No.: 083W14BB00100

Affects: Parcel 1
3. Unpaid Property Taxes are as follows:

Fiscal Year: 2021-2022
Amount: \$1,173.18, plus interest, if any
Levy Code: 24010
Account No.: [575254](#)
Map No.: 083W14BB00200

Affects: Parcel 2
4. 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.: [575259](#) and 575256
Map No.: 083W14BB02702 and 083W14BA01401

Affects: Parcels 3 and 4
5. City Liens, if any, in favor of the City of Salem.
6. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Water main
Recording Date: September 3, 1948
Recording No: [Book 393, page 411](#)
Affects: Exact location not disclosed

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

8. Reservation of easement for water main as set forth in deed

Recording Date: March 7, 1949
Recording No.: [Book 401, Page 310](#)

Affects: Parcel 2
9. Outside Service Agreement, including the terms and provisions thereof,

Recording Date: December 8, 1982
Recording No.: [Reel 297, page 167](#)

Affects: Parcel 1
10. Outside Service Agreement, including the terms and provisions thereof,

Recording Date: December 8, 1982
Recording No.: [Reel 297, Page 180](#)

Affects: Parcel 2
11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review.

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

Note: Boundary Deeds

4435-396
592-438
Partition Plat 2008-55
Plat - Reck Rock

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