



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Saalfeld Griggs
250 Church Street SE, Ste 200
Salem, OR 97301

Customer Ref.: 23583-31456-Swegle
Order No.: 471822115190
Effective Date: June 8, 2023 at 08:00 AM
Charge: \$25.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. [The apparent vested owner](#) of property ("the Property") as of the Effective Date is:

School District 24J, Marion County Oregon, who also appears of record as School District 24 J, Marion County, Oregon, and Marion County School District No. 78, and School District No. 24, Marion County, Oregon, a political Subdivision, and School District No. 24, Marion County, Oregon

Premises. The Property is:

(a) Street Address:

1711 Aguilas Court NE, Salem, OR 97301

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

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.: [523161](#)

Map No.: 072W19AC00100

2. City Liens, if any, in favor of the City of Salem.
3. Regulations, levies, liens, assessments, rights of way and easements of East Salem Sewer & Drainage District.
4. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the City of Salem, a municipal corporation
Purpose: as stated in said easement
Recording Date: July 29, 1982
Recording No: [Reel 287, Page 218](#)
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: U S West Communications, Inc., a Colorado Corporation
Purpose: as stated in said easement
Recording Date: August 17, 1993
Recording No: [Reel 1092, Page 158](#)
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the City of Salem, an Oregon municipal corporation
Purpose: as stated in said easement
Recording Date: February 21, 2013
Recording No: [Reel 3475, Page 177](#)
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the City of Salem, an Oregon municipal corporation
Purpose: as stated in said easement
Recording Date: February 21, 2013
Recording No: [Reel 3475, Page 178](#)
9. 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 Reported Information

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

James Carter
503-336-9126
james.carterjr@titlegroup.fntg.com

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

EXHIBIT "A"
Legal Description

Beginning at a point which is South 00°17' West 13.677 chains and South 89°45' West 419.58 feet from the Northeast corner of the I. N. Gilbert Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence South 89°45' West 145.46 feet; thence South 00°17' West 451.63 feet to the center line of a County Road; thence North 89°45' East along the center of said County Road 145.46 feet; thence North 00°17' East 451.63 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within the County Road.

ALSO:

Beginning at a point which is South 00°17' West 13.677 chains and South 89°45' West 565.04 feet from the Northeast corner of the I. N. Gilbert Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence South 89°45' West 130.00 feet to an iron pipe; thence South 00°17' West 451.63 feet to the center line of a County Road; thence North 89°45' East along the center line of said County Road 130.00 feet; thence North 00°17' East 451.63 feet to the Place of Beginning.

EXCEPTING THEREFROM the Southerly 30 feet.

ALSO EXCEPTING THEREFROM the following:

Beginning in the center of Market Street at a point which is 13.677 chains South 00°17' West and 565.04 feet South 89°45' West and 451.63 feet South 00°17' West from the Northeast corner of the I. N. Gilbert Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence North 00°17' East 185.00 feet; thence South 89°45' West parallel with the center line of said Market Street 60.00 feet; thence South 00°17' West 185.00 feet to a point in the center of said Market Street; thence North 89°45' East 60.00 feet to the Point of Beginning.

ALSO:

Beginning in the center of Market Street at a point which is 13.677 chains South 00°17' West and 565.04 feet South 89°45' West and 451.63 feet South 00°17' West from the Northeast corner of the I. N. Gilbert Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence North 00°17' East 185.00 feet; thence South 89°45' West parallel with the center line of said Market Street 60.00 feet; thence South 00°17' West 185.00 feet to a point in the center of said Market Street; thence North 89°45' East 60.00 feet to the Point of Beginning.

ALSO:

Beginning at a point which is South 00°17' West 13.677 chains and South 89°45' West 329.58 feet from the Northeast corner of the I. N. Gilbert Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence South 89°45' West 90.0 feet to an iron pipe; thence South 00°17' West 451.63 feet to the center of a County Road; thence North 89°45' East along the center line of said County Road 90.0 feet; thence North 00°17' East 451.63 feet to the Point of Beginning.

EXCEPTING THEREFROM a 30 foot strip adjacent and parallel to the South boundary which is reserved for public road purposes.

ALSO:

Beginning at a point which is South 00°17' West 13.677 chains and South 89°45' West 239.58 feet from the Northeast corner of the I. N. Gilbert Donation Land Claim in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence South 89°45' West 90.0 feet to an iron pipe; thence South 00°17' West 451.63 feet to the center of a County Road; thence North 89°45' East along the center line of said County Road 90.0 feet; thence North 00°17' East 451.63 feet to the Point of Beginning.

EXHIBIT "A"
Legal Description

EXCEPTING THEREFROM a 30 foot strip adjacent and parallel to the South boundary which is reserved for public road purposes.

ALSO:

Beginning at a point on the East line and 16.677 chains South 00°17' West from the Northeast corner of the I. N. Gilbert Donation Land Claim No. 38 in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence South 00°17' West along the East line of said claim 3.518 chains; thence South 89°45' West along the North line of the tract of land conveyed by Charles Swegle and wife to School District No. 78, Marion County, Oregon, as shown in Volume 15, Page 212 of the Marion County, Oregon Deed Records, 3.63 chains to the Northwest corner of said tract; thence North, parallel with the East line of said Claim 3.518 chains to the North line of a tract conveyed by Leona Kuckelberg, unmarried, to W. F. Carothers, as shown in Volume 232, Page 52 Marion County, Oregon, Deed Records; thence North 89°45' East along the North line of said tract, 3.63 chains to the Place of Beginning.

EXCEPTING THEREFROM that portion, if any, lying within the County Road.

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Salem, a municipal corporation by Warranty Deed recorded November 14, 2002 in Reel 2025, Page 8, Marion County Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Salem, an Oregon municipal corporation by Warranty Deed recorded February 21, 2013 in Reel 3475, Page 177, Marion County Records.

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