



**Fidelity National Title**  
Company of Oregon

1455 SW Broadway, Suite 1450  
(503)646-4444

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

**To ("Customer"):** Terry Kelly  
6450 Lone Oak Road SE  
Salem, OR 97306

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 60222304851  
**Effective Date:** September 15, 2023 at 08:00 AM  
**Charge:** \$300.00

The information contained in this report is furnished by Fidelity National 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:

Terry Kelly and Lucinda Bini Kelly, as tenants by the entirety

**Premises.** The Property is:

**(a) Street Address:**

6450 Lone Oak Road SE, Salem, OR 97306

**(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. 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 2023-2024.
2. City Liens, if any, in favor of the City of Salem.
3. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Battle Creek.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Battle Creek.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Battle Creek.

4. 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: January 21, 2000  
Recording No: Reel 1664, page 767  
Affects: Reference is hereby made to said document for full particulars
5. 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: 15 feet wide public storm drain easement and 30 feet wide public storm drainage easement  
Affects: As delineated on plat
6. By-laws of Gold Course Estates at Creekside Homeowner's Association  
  
Recording Date: August 26, 1992  
Recording No.: Reel 982, page 272

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 26, 1992  
Recording No: Reel 982, page 273

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: February 17, 1994  
Recording No: Reel 1144, page 300

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: May 6, 1994  
Recording No: Reel 1163, page 784

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Date of Annexation: November 16, 2007  
Recording Date: November 16, 2007  
Recording No: Reel 2890, page 171

8. Liens and assessments, if any, by the Golf Course Estates at Creekside Homeowner's Association.  
9. Declaration of Special Covenant

Recording Date: March 22, 1995  
Recording No.: Reel 1227, Page 616

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

Granted to: Golf Play Easement  
Purpose: Golf play  
Recording Date: March 22, 1995  
Recording No: Reel 1227, Page 617

11. Infrastructure Agreement, including the terms and provisions thereof,

Recording Date: June 16, 1997  
Recording No.: Reel 1400, Page 574

and Re-Recording Date: May 11, 2001  
and Re-Recording No: Reel 1782, Page 184

12. Improvement Agreement, including the terms and provisions thereof,

Recording Date: March 7, 2007  
Recording No.: Reel 2782, Page 65

Amended by instrument,

Recording Date: October 17, 2007  
Recording No.: Reel 2878, page 433

Amended by instrument,

Recording Date: February 15, 2008  
Recording No.: Reel 2920, page 77

13. Administrative Order

Recording Date: October 9, 2007  
Recording No.: Reel 2876, Page 25

14. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 16, 2007  
Recording No: Reel 2890, page 171

15. Liens and assessments, if any, by the Creekside Estates Homeowner's Association.

16. Matters contained in that certain document

Entitled: Private Easement (Roof Drain Only)  
Recording Date: May 8, 2008  
Recording No: Reel 2950, page 425

Reference is hereby made to said document for full particulars.

17. Matters contained in that certain document

Entitled: Private Easement (Roof Drain Only)  
Recording Date: May 8, 2008  
Recording No: Reel 2950, page 426

Reference is hereby made to said document for full particulars.

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

Granted to: City of Salem  
Purpose: Storm drain  
Recording Date: May 15, 2008  
Recording No: Reel 2953, page 139  
Affects: Reference is hereby made to said document for full particulars

19. Matters contained in that certain document

Entitled: Revocable License to encroach into Pipeline Easement  
Recording Date: October 14, 2008  
Recording No: Reel 3001, page 325

Reference is hereby made to said document for full particulars.

20. 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.

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

Fiscal Year: 2022-2023  
Amount: \$14,955.72  
Levy Code: 24010  
Account No.: 343302  
Map No.: 083W22BC02200

**End of Reported Information**

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

Sarah Cutler  
503-336-9188  
sarah.cutler@titlegroup.fntg.com

Fidelity National Title Company of Oregon  
1455 SW Broadway, Suite 1450  
Portland, OR 97201

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 343302**  
**For Tax Map ID(s): 083W22BC02200**

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Lot 511, GOLF CLUB ESTATES AT CREEKSIDE PHASE 12, P.U.D., as recorded in Marion County Book of Town Plats Volume H46, page 70, in the City of Salem, County of Marion, State of Oregon.

TOGETHER WITH a portion of a tract of land described in Reel 1906, page 396, Marion County Oregon Deed Records, said tract is more particularly described as follows:

Beginning at the Northeast corner of Lot 511, GOLF CLUB ESTATES AT CREEKSIDE PHASE 12, P.U.D., as recorded in the Marion County Book of Town Plats in volume H46, page 70, Marion County, Oregon Book of Town Plats; thence South 17°10'43" West, along the East line of said lot, a distance of 162.26 feet; thence South 00°17'02" East a distance of 140.27 feet; thence South 02°55'54" West a distance of 160.58 feet; thence South 04°00'03" East a distance of 125.35 feet; thence North 26°04'44" East, leaving said lot line, a distance of 37.76 feet to the centerline of Battle Creek; thence North 04°55'25" West, along said centerline of creek, a distance of 12.60 feet; thence North 19°40'55" West a distance of 22.32 feet; thence North 23°12'23" East a distance of 33.07 feet; thence North 35°19'07" East a distance of 28.11 feet; thence North 45°24'51" East a distance of 23.65 feet; thence North 10°04'34" East, leaving said centerline of creek, a distance of 70.55 feet; thence North 02°10'23" West a distance of 48.50 feet; thence Northeasterly, along a curve to the right with a radius of 2307.50 feet, (the chord of which bears North 00°00'41" East 332.59 feet), an arc distance of 332.88 feet to the point of beginning.

**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