

Ticor Title - Oregon

File No.: 471821114050

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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, PC
Park Place, Suite 200, 250 Church Street SE
Salem, OR 97301

Customer Ref.: 23583-31455
Order No.: 471821114050
Effective Date: November 18, 2021 at 08:00 AM
Fee(s): \$200.00

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, 1960 through November 18, 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:

Salem-Keizer School District 24J

Premises. The Property is:

(a) Street Address:

1155 Connecticut Street SE, Salem, OR 97317

(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: Deeds in chain of title

b. List of recordings: 1. Warranty Deed

Grantor: A.J. Hager and Augusta Hager
Grantee: Louise A. Maxwell and Benjamin I. Maxwell
Recording Date: April 13, 1945
Recording No: [Volume 319, Page 359](#)

2. Warranty Deed

Grantor: Benjamin I. Maxwell and Louise A. Maxwell
Grantee: Curly's Dairy, Inc.
Recording Date: September 21, 1965
Recording No: [Volume 607, Page 25](#)

3. Statutory Warranty Deed

Grantor: Curly's Dairy Inc., an Oregon corporation
Grantee: Salem-Keizer School District 24J
Recording Date: March 29, 1994
Recording No: [Reel 1154, Page 675](#)

4. Warranty Deed

Grantor: Salem-Keizer School District
Grantee: City of Salem
Recording Date: June 7, 1996
Recording No: [Reel 1315, Page 625](#)
(Street deed only)

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 INITIAL CORNER OF GRANADA SUBDIVISION AS RECORDED IN VOLUME 31, PAGE 14. BOOK OF TOWN PLATS FOR MARION COUNTY, OREGON AND BONG SITUATED IN TOWNSHIP 7 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN MARION COUNTY. OREGON, SAID INITIAL CORNER BEING ON THE EAST LINE OF THE BENJAMIN MUNKERS DONATION LAND CLAIM; THENCE SOUTH 00°1'57" WEST ALONG THE WEST LINE OF SAID SUBDIVISION, 688.41 FEET; THENCE SOUTH 72°44'17" WEST 620.35 FEET; THENCE NORTH 11 ° 40'19" WEST 1169.22 FEET TO A POINT WHICH IS 34.00 FEET SOUTHERLY OF THE CENTERLINE OF RICKEY STREET SOUTHEAST; THENCE, NORTH 72 ° 44'17" EAST. PARALLEL WITH AND 34.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID STREET, 547.15 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTERLINE OF THE ARC OF A SPIRAL CURVE TO THE RIGHT (THE CHORD OF WHICH BEARS NORTH 74°03'48" EAST 197.58 FEET) A DISTANCE OF 197.63 FEET; THENCE CONTINUING NORTHEASTERLY PARALLEL WITH SAID CENTERLINE OF THE ARC OF A 1398.395 FOOT RADIUS CURVE TO THE RIGHT (THE CHORD OF WHICH BEARS NORTH 79°23'56" EAST 129.84 FEET) A DISTANCE OF 129.89 FEET TO A POINT ON THE EAST LINE OF SAID MUNKERS CLAIM; THENCE SOUTH 00°31'57" WEST, ALONG SAID CLAIM LINE 513.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN DEED TO THE CITY OF SALEM IN REEL 1315, PAGE 625, RECORDED JUNE 7, 1996.

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