

Remit Payment To:

Western Title & Escrow Company
1111 Third Avenue, Suite 320
Seattle, WA 98101
Phone: (541)265-2288 Fax: (541)265-9570

INVOICE

Due upon receipt

City of Lincoln City, Urban Renewal Agency
801 SW Hwy, 101 - PO Box 50
Lincoln City, OR 97367

Order Number: WT0140827

Invoice Date: May 2, 2017

Invoice Number: WT0140827-1

Operation: 02785.470073

Seller(s):

Title Officer: Anya Kirkes

Sales Rep: TITLE HOUSE

Property Description:

NE 1st Street (DeLake), Lincoln City, OR 97367
Tax/Map ID(s): 07-11-15-AC-3200 APN/Parcel ID(s): R75027

Bill Code	Description	Amount
END	Additional Chain Charge	250.00
Invoice total amount due:		<u><u>\$ 250.00</u></u>

**Thank you for the opportunity to serve you.
Please return a copy of this invoice with your payment**



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

To ("Customer"): City of Lincoln City, Urban Renewal Agency
801 SW Hwy, 101 - PO Box 50
Lincoln City, OR 97367

Customer Ref.: _____
Order No.: WT0140827
Effective Date: April 25, 2017 at 05:00 PM
Charge: \$250.00

The information contained in this report is furnished by Western Title & Escrow Company (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:

City of Lincoln City, a municipal corporation

Premises. The Property is:

(a) Street Address:

NE 1st Street (DeLake), Lincoln City, OR 97367

(b) Legal Description:

Lot 1, Block 2, FIRST ADDITION TO DELAKE, in the City of Lincoln City, in Lincoln County, Oregon, EXCEPTING that portion conveyed to the State of Oregon by deed recorded July 23, 1948 in Book 127, page 179, Deed Records.

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

Fiscal Year: 2016-2017
Amount: \$0.00
Levy Code: 412
Account No.: R75027
Map No.: 07-11-15-AC-03200

2. City Liens, if any, in favor of the City of Lincoln City.
3. Regulations, levies, liens, assessments, rights of way and easements of Devils Lake Water Improvement District.
4. Subject property is either situated within the urban renewal boundaries or within the shared area of the Year 2000 Development Plan, Lincoln City, Oregon, and is subject to the terms and provisions thereof, as outlined by instrument,
Recorded: March 20, 1989
Document No.: Book 202, Page 1261, Lincoln County Records
Amended by instrument,
Recorded: December 8, 1989
Document No.: Book 211, Page 1675, Lincoln County Records
Amended by instrument,
Recorded: September 25, 2014
Document No.: 2014-08573, Lincoln County Records
Amended by instrument,
Recorded: April 23, 2015
Document No.: 2015-03700, Lincoln County Records
5. Rights of the public to any portion of the Land lying within the area commonly known as roads, streets and highways.
6. Any adverse claim based upon the assertion that:
 - a) Some portion of said Land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.
 - b) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of "D" River and Devils Lake or has been formed by accretion to any such portion.
7. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the "D" River and Devils Lake.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of "D" River and Devils Lake.
8. Any adverse claim based upon the assertion that:

- a) Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
- b) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of "D" River and Devils Lake or has been formed by accretion to any such portion.

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

Granted to: Taft, Nelscott, Delake Water District
Recording Date: September 18, 1945
Recording No: Book 106, page 382
(Exact location unknown)

10. Easement 40 feet in width granted to the State of Oregon by and through its State Highway Commission, for the right and privilege to extend and maintain slopes or cuts and/or fills along the Easterly side of Highway 101, as disclosed by deed,
Recorded: July 23, 1948
Document No.: Book 127, pages 178 and 179

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

Granted to: City of Lincoln City
Recording Date: March 14, 1969
Recording No: Book 7, page 302

12. Easement as created by Circuit Court Case No. 861356, filed March 16, 1988, including the terms and provisions thereof,
Recorded: March 27, 1995
Document No.: Book 297, page 316

13. Easement Agreement, including the terms and provisions thereof,

Recording Date: June 21, 2006
Recording No.: 200609509

14. Ordinance No. 2007-10, including the terms and provisions thereof,

Recording Date: July 10, 2009
Recording No.: 200908159

End of Reported Information

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

Anya Kirkes
541-574-1511
Akirkes@WesternTitle.com

Western Title & Escrow Company
255 SW Coast Highway, Suite 100
Newport, OR 97365

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.

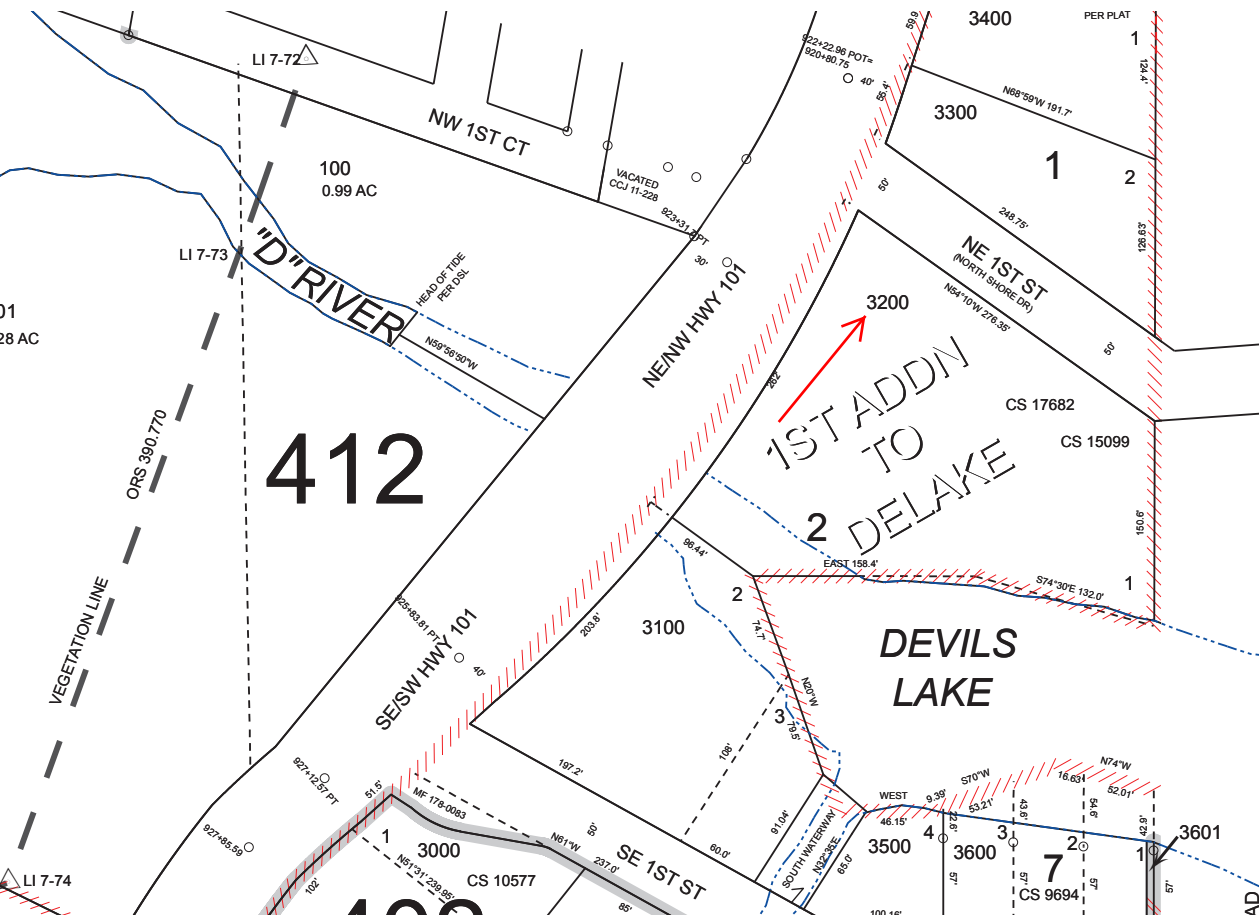
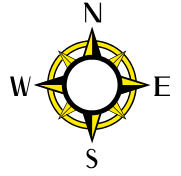
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS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



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