

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: WT0140838

Invoice Date: May 2, 2017

Invoice Number: WT0140838-1

Operation: 02785.470073

Seller(s):

Title Officer: Anya Kirkes

Sales Rep: TITLE HOUSE

Property Description (All):

SW 51st - (Taft) 07-11-34-AB-04300-00, Lincoln City, OR 97367

Tax/Map ID(s): 07-11-34-AB-04300, 07-11-34-AB-04400 APN/Parcel ID(s): R203213, R205571

SW 51st - (Taft) 07-11-34-AB-04400-00, Lincoln City, OR 97367

Bill Code	Description	Amount
	Owners and Encumbrances Report	200.00
Invoice total amount due:		<u>\$ 200.00</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.: WT0140838
Effective Date: April 25, 2017 at 05:00 PM
Charge: \$200.00

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:

Lincoln City Urban Renewal Agency, a municipal corporation

Premises. The Property is:

(a) Street Address:

SW 51st - (Taft) 07-11-34-AB-04300-00, Lincoln City, OR 97367
SW 51st - (Taft) 07-11-34-AB-04400-00, Lincoln City, OR 97367

(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.: R203213 and R205571
2. Regulations, levies, liens, assessments, rights of way and easements of Devils Lake Water Improvement District.
3. 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
4. Rights of the public to any portion of the Land lying within the area commonly known as

SW 50th Street.
5. Ordinance No. 2000-08 amending the comprehensive plant map text to establish the Taft Village Core Zone, including the terms and provisions thereof

Recording Date: November 15, 2000
Recording No.: Book 411, Page 241
6. Ordinance 2009-09 amending the zoning map and the zoning ordinance to establish the Taft Village Core Zone, including the terms and provisions thereof

Recording Date: November 15, 2000
Recording No.: Book 411, Page 254
7. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

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

Western Title & Escrow Company
Order No. WT0140838

Akirkes@WesternTitle.com

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

EXHIBIT "A"
Legal Description

A tract of land in Section 34, Township 7 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon, being more particularly described as follows, to wit:

Beginning at the Northwest corner of Lot 8, Block 6, TAFT; thence running North along the Northerly extension of the West line of said Lot 8, 25 feet; thence West to the North-South center line of Section 34, Township 7 South, Range 11 West, Willamette Meridian; thence North along said center line to the South line of South 50th Street, formerly Atlantic Street; thence Southeasterly and Easterly along said street to the intersection with the Northerly extension of the East line of Lot 7, Block 6, TAFT; thence South along said extension line to the Northeast corner of said Lot 7; thence West along the North line of Lots 7 and 8, Block 6, TAFT, 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.

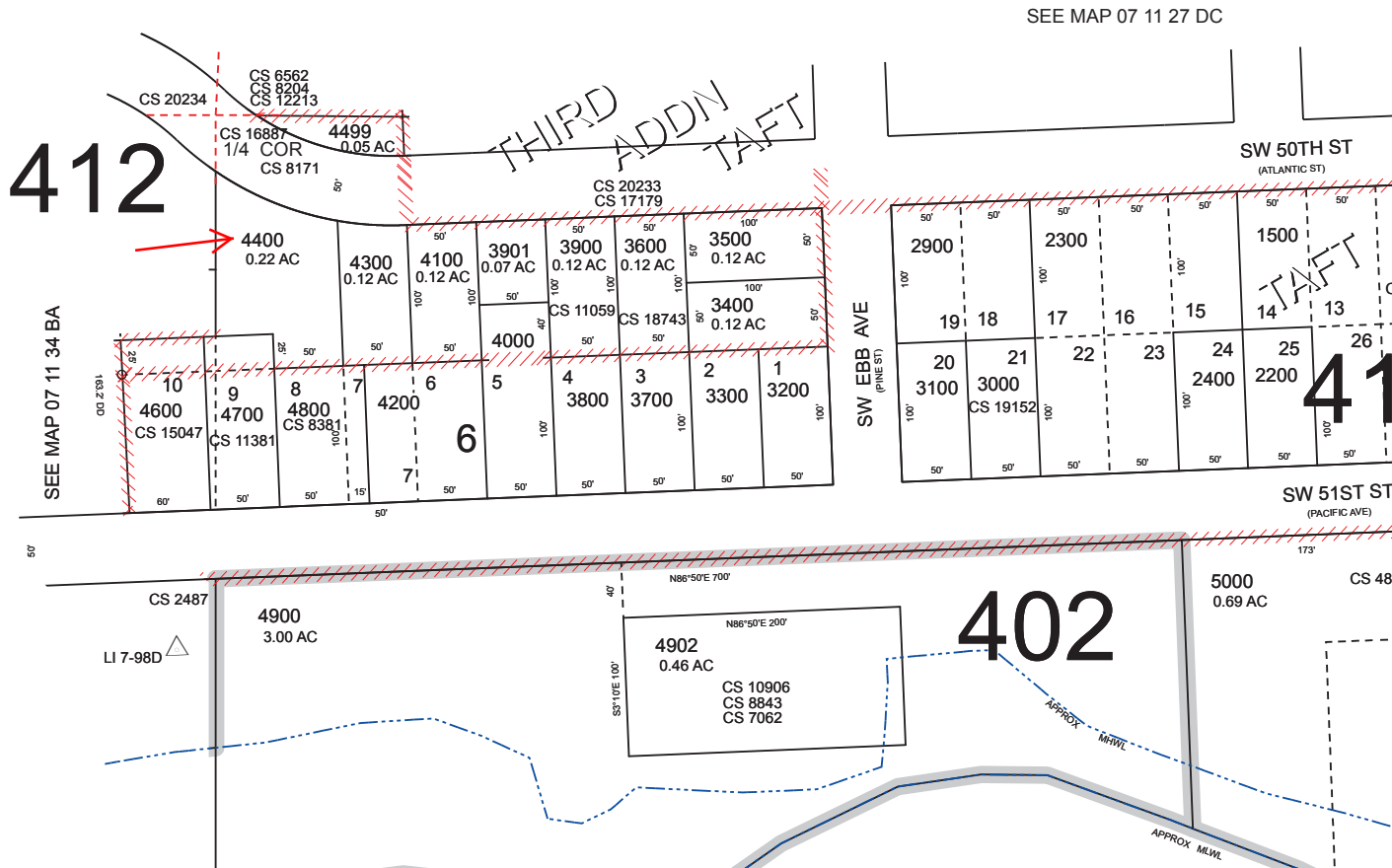
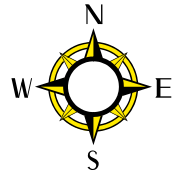
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS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

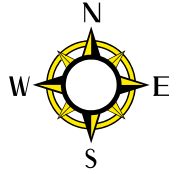
IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT 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



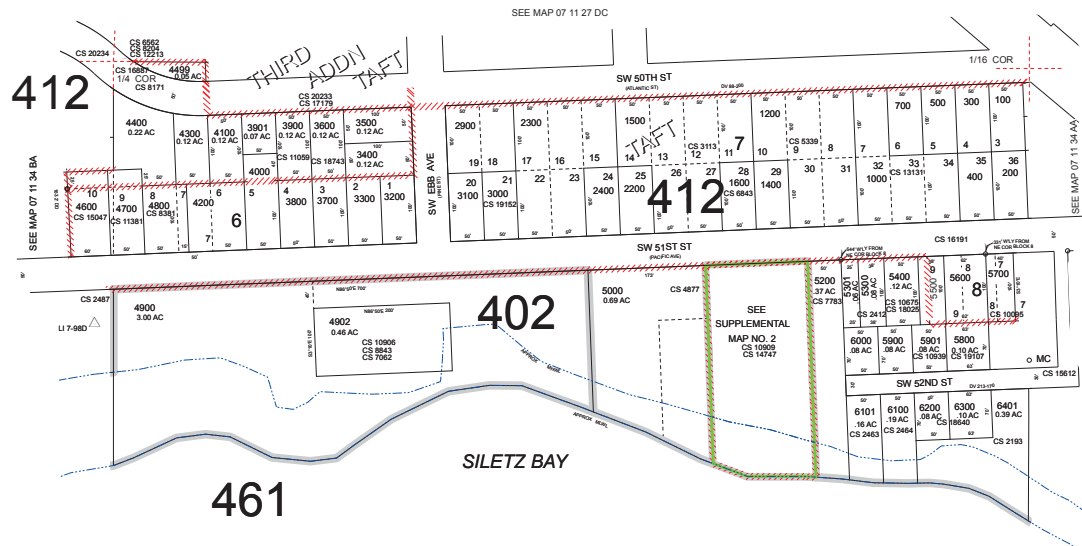


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



N.W. 1/4 N.E. 1/4 SEC. 34 T.7S. R.11W. W.M.
LINCOLN COUNTY
1" = 100'

07 11 34 AB
LINCOLN CITY



- Cancelled
- 650
- 800
- 900
- 1100
- 1300
- 1700
- 1800
- 1900
- 2000
- 2100
- 2500
- 2600
- 2800
- 4500
- 4901
- 4901-20
- 5100
- 6400
- 80000
- 91001
- 91002
- 91003
- 91004
- 91005
- 91006
- 91007
- 91008
- 91009
- 91010

Revised: SEB
07/19/2010

LINCOLN CITY
07 11 34 AB