



1433 SW 6th Ave.  
 Portland, OR 97201  
 Phone: (503)646-4444 / Fax: (503)469-4198

## TITLE PLANT RECORDS REPORT

### Report of Requested Information from Title Plant Records

Patrick Maher  
 5431 SE 72nd Avenue  
 Portland, OR 97206

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 36262100900  
**Effective Date:** February 8, 2021 at 08:00 AM  
**Fee(s):** \$700.00

The information contained in this report is furnished by Ticor 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 Multnomah, State of Oregon, for the time period **from December 17, 1873 through February 8, 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:

Michael Robert Robideau

**Premises.** The Property is:

**(a) Street Address:**

16900 NW Sauvie Island Road, Portland, OR 97231

**(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

- b. List of recordings:**
- WD - Bybee to Joseph Howell, recorded 12/17/1873 - [Bk X, Pg 176](#)
  - DED - Joseph Howell to John Howell, recorded 2/7/1894 - [Bk 211, Pg 10](#)
  - BSD - Raymond J Howell to John Benjamin Howell 1/3 interest, recorded 5/5/1923 - 335519
  - QCD - J. B. Howell and Rose Howell, husband and wife to Mabel A. Lanpher, Trustee, recorded 2/17/1931 - [Bk 117, Pg 285](#)
  - BSD - Mabel A. Lanpher to John Benjamin Howell, recorded 11/16/1936 - [Bk 364, Pg 478](#)
  - QCD - John Benjamin Howell and Rose Mabel Howell, husband and wife to The Federal Land Bank of Spokane, a corporation, recorded 12/18/1942 - [Bk 724, Pg 304](#)
  - SFD - Martin T. Pratt, as Sheriff of the County of Multnomah to The Federal Land Bank of Spokane, a corporation, recorded 8/26/1943 - [Bk 774, Pg 3](#)
  - DED - The Federal Land Bank of Spokane, a corporation to Rose Mabel Howell, recorded 4/12/1962 - [Bk 2111, Pg 178](#)
  - DED - Mabel Rose Dudley to Leo Earl Dudley, her husband, an undivided one-half interest, as tenant by the entirety, recorded 3/12/1968 - [Bk 608, Pg 1086](#)
  - BSD - Gene Shafer and Jo Ann Shafer, husband and wife, Elizabeth Holm and Matt A. Holm, husband and wife, and Marjorie L. Taber and Leon D. Taber, husband and wife to Mabel Dudley, recorded 4/11/1968 - [Bk 611, Pg 1616](#)
  - TOD - Mabel Rose Dudley to Michael Robert Robideau, recorded 12/10/2018 - 2018-126304

### **End of Reported Information**

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

Aaron Merkel  
503-336-9173  
FAX 503-469-4198  
Aaron.Merkel@titlegroup.fntg.com

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

**EXHIBIT "A"**  
Legal Description

A tract of land located in Section 21, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a concrete monument on the North line of the James Bybee Donation Land Claim No. 46, Notification No. 4491, South 75° 15' 20" West 5176.73 feet from the Northeast corner of said claim; thence North 75° 15' 20" East along the North line of said claim 832.41 feet to a 1 inch galvanized iron pipe at the Northerly Northwest corner of the tract conveyed to Multnomah County by deed recorded May 25, 1967 in Book 563, Page 664, Deed Records; thence South 18° 14' 40" East along the boundary line of said tract 990.14 feet to a 1 inch galvanized iron pipe; thence South 69° 53' 30" West continuing along said boundary line 858.85 feet to a 1 1/4" galvanized iron pipe on the Easterly right-of-way line of Gillihan Road, also known as Sauvies Island Road, (County Road No. 1438); thence North 14° 03' 10" West along said right-of-way line 125.20 feet; thence continuing along said right-of-way line on the arc of a 1452.5 foot radius curve left 106.26 feet (chord of which bears North 16° 08' 55" West 125.20 feet); thence continuing along said right-of-way line North 18° 14' 40" West 516.97 feet; thence continuing along said right-of-way line on the arc of a 2885.0 foot radius curve left 322.86 feet (chord of which bears North 21° 27' 01" West 322.85 feet) to a point on the North line of the James Bybee Donation Land Claim; thence North 75° 15' 20" East along the North line of said claim 32.61 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