

EXHIBIT C

Title Report



First American

First American Title Insurance Company

825 NE Evans Street
McMinnville, OR 97128
Phn - (503)376-7363
Attn. - (866)800-7294

**1ST REVISED PUBLIC RECORD REPORT
FOR NEW SUBDIVISION OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

Del Boca Vista LLC
500 E. Hancock
Newberg, OR 97132
Phone: (971)706-2058
Attn: Teresa

Date Prepared : February 27, 2019
Effective Date : 8:00 A.M on February 25, 2019
Order No. : 1039-2979316
Reference : 1303 NE River Street

The information contained in this report is furnished by First American 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 report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report. 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 is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Yamhill, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description Map Tax and Account)

Commencing at a point 20 rods North of the Southeast corner of a piece of land deeded by Edwin Poppleton and wife to Jesse Edwards and wife by deed recorded April 9, 1890 in Book "Y", Page 92, Deed Records, said land being a part of the Donation Land Claim of Joseph B. Rogers and wife, Notification No. 1473, Claim No. 55 in Township 3 South, Range 2 west of the Willamette Meridian in Yamhill County, Oregon; thence running North 10 rods along what is known as River Street; thence running West 40 rods; thence running South 10 rods; and thence running East 40 rods to the place of beginning.

EXCEPTING THEREFROM the following parcel of land lying in the Joseph B. Rodgers D.L.C No. 55, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon and being a portion of that property described in that Statutory Warranty Deed to John F. Hochtritt & Yvette Saarinen, recorded September 14, 1989 in Film Volume 236, Page 326 Records of Yamhill County; the said parcel being that portion of said property included in a strip of land 145.00 feet in width, lying on the Southeasterly side of the 'L' center line, which center line is described as follows:

Beginning at Engineer's center line Station 'L' 470+64.06, said station being 240.06 feet South and 1,143.31 feet West of the Southeast corner of the David Ramsey D.L.C. No. 40, Township 3 South, Range 2 West, W.M.; thence North 76° 05' 16" East 536.04 feet; thence on a spiral curve left (the long chord of which bears North 74° 38' 47" East 599.85 feet) 600.00 feet; thence on a 3,974.27 foot radius curve left (the long chord of which bears North 63° 56' 48" East 1,080.96 feet) 1,084.32 feet; thence on a spiral curve left (the long chord of which bears North 53° 14' 50" East 599.85 feet) 600.00 feet; thence North 51° 48' 20" East 1,171.67 feet; thence on a spiral curve right (the long chord of which bears North 53° 44' 50" East 599.72 feet) 600.00 feet; thence on a 2,950.86 foot radius curve right (the long chord of which bears North 73° 25' 10" East 1,605.82 feet) 1,626.33 feet; thence on a spiral curve right (the long chord of which bears South 88° 11' 29" East 324.91 feet) 325.00 feet; thence on a 6,250.45 foot radius curve right (the long chord of which bears South 80° 11' 02" East 1,298.62 feet) 1,300.96 feet; thence on a spiral curve right (the long chord of which bears South 72° 23' 16" East 599.86 feet) 600.00 feet; thence South 71° 28' 16" East 369.00 feet to Engineer's center line Station 'L' 558+77.38 Back equals 'L' 559+00.00 Ahead.

ALSO that portion of said property lying on the Northwesterly side of the 'L' center line.

Bearings are based on County Survey No. 12330, filed October 1, 2007, Yamhill County, Oregon.

Map No.: R3229 02500
Tax Account No.: 67331

EXHIBIT "B"
(Vesting)

Riverlands Subdivision LLC, an Oregon limited liability company

EXHIBIT "C"
(Liens and Encumbrances)

1. Taxes for the current fiscal year are reduced by reason of partial Veterans Exemption. If the exempt status is terminated under the statute prior to July 1, said property will be taxed at 100% of the assessed value.
2. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
3. Limited access provisions contained in Deed to the State of Oregon, by and through its Department of Transportation recorded June 03, 2013 as Instrument No. 201308405, Deed and Mortgage Records Deed of Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
4. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Sigmund Holdings LLC, an Oregon limited liability company
Grantee/Beneficiary: Shimoe Mukai
Trustee: First American Title
Amount: \$210,000.00
Recorded: November 22, 2017
Recording Information: Instrument No. 201718770, Deed and Mortgage Records
5. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Sigmund Holdings LLC, an Oregon limited liability company
Grantee/Beneficiary: Gary Dixon and Julie Dixon
Trustee: First American Title
Amount: \$95,000.00
Recorded: November 22, 2017
Recording Information: Instrument No. 201718771, Deed and Mortgage Records
6. Restrictive Covenant to Waive Remonstrance, pertaining to Annexation, including the terms and provisions thereof
Recorded: February 1, 2019 as Instrument No. 201901388, Deed and Mortgage Records
7. Restrictive Covenant to Waive Remonstrance, pertaining to Comprehensive Plan, including the terms and provisions thereof
Recorded: February 1, 2019 as Instrument No. 201901389, Deed and Mortgage Records

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$1,626.16
Map No.: R3229 02500
Property ID: 67331
Tax Code No.: 29.2

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.

2. **Liability of the Company.**
 - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
 - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
 - (c) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.

3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.

4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.



First American



This map is furnished for illustration and to assist in property location. The company assumes no liability for any variation in dimensions by location ascertainable by actual survey



