



PROPERTY LINE ADJUSTMENT

**SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO:
COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
PLANNING@CO.COOS.OR.US PHONE: 541-396-7770**

FILE NUMBER: PLA-29-008

Date Received: 8/16/24 Receipt #: 248184 Received by: Marice H.

This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed.
(If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) Jerry & Debra Earls

Mailing address: 55043 Rosa Road, Bandon Or. 97411

Phone: 541-551-0956

Email: earlsberry@aol.com

Township: 28S Range: 14W Section: 31 ¼ Section: C 1/16 Section: A Tax lot: 700

Tax Account Number(s): 2351902

Zone: Select Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 0.55

Acreage After the Adjustment 1.11

B. Land Owner(s) Arlene Murphy

Mailing address: 17260 S Beckman Road Oregon City Or. 97045

Phone: 503-349-8667

Email: honeymooners66@gmail.com

Township: 28S Range: 14W Section: 31 ¼ Section: C 1/16 Section: A Tax lot 800 & 803

Tax Account Number(s) 2351903 & 99917243

Zone Exclusive Farm Use (EFU)

Acreage Prior to Adjustment: 2.76

Acreage After the Adjustment 2.20

C. Surveyor James Terrel

Mailing Address 3460 Doerner Cutoff Road, Roseburg Or. 97471

Phone #: 541-670-0745

Email: propertylinesurveying@gmail.com

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: [Map Information](#) Or [Account Information](#)

Wetlands

Please check off that all the required documents have been submitted with the application. Failure to submit documents will result in an incomplete application or denial.

Purpose of the Property Line Adjustment:

The Earls would like to complete the property line adjustment to gain more room for a back yard and gain open space behind there home and shop. Mrs. Murphy would like to complete the property line adjustment to accommodate the Earls and give them a back yard

A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.

A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line.

A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable. The Planning Director may waive any portion of this requirement if the property is large and does not have a lien holder.

A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.

Please list all Lien Holders Names & Addresses:

Please answer the following:

Will the adjustment create an additional Unit of land? Yes No

Does property 1 currently meet the minimum parcel/lot size ? Yes No

Does property 2 currently meet the minimum parcel/lot size? Yes No

All parcels will retain any on-site septic system and associated repair area on the parcel it serves. The plot plan shall contain the location of on-site septic systems and location associated drain field and repair areas. For assistance please contact Oregon Department of Environmental Quality.

The adjustment will not create a split-zoned unit of land that does not comply with the standards for creation of a parcel in each zone unless the property owner provides for the recording of a restrictive covenant in the deed records for the subject property that prohibit the property from being partitioned along the zoning boundary until such time as each parcel would comply with the minimum standards for the creation of a unit of land (meeting the criteria for land division) in each zone. If a split-zone unit of land is created it shall not be used to justify a rezone in the future.

Section 5.0.150 Application Requirements: Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable criteria and standards of this ordinance and be accompanied by the appropriate fee.

It shall be the duty of the Planning Director or his/her authorized representative to enforce the provisions of the Coos County Zoning and Land Development Ordinance pertaining to zoning, land use, the construction, erection, location or enlargement of any structure and land divisions including the relocation of boundary lines within Coos County under the jurisdiction of this Ordinance. Therefore, if any violations of the ordinance are found to exist the application will not be processed unless other resolutions are possible.

Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.

Property Owner

Adlene K. Murphy Trustee

All parcels will retain any on-site septic system and associated repair area on the parcel it serves. The plot plan shall contain the location of on-site septic systems and location associated drain field and repair areas. For assistance please contact Oregon Department of Environmental Quality.

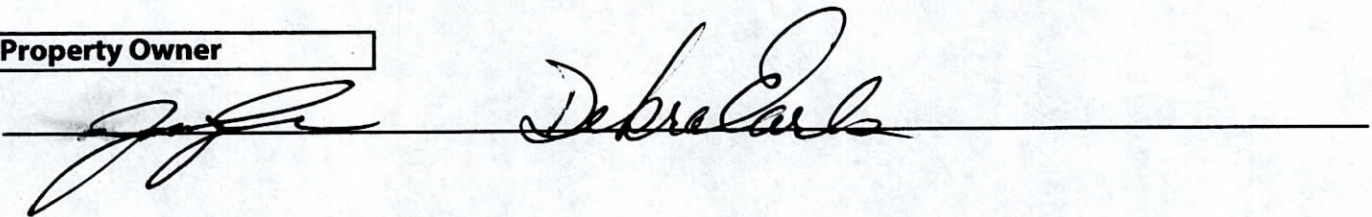
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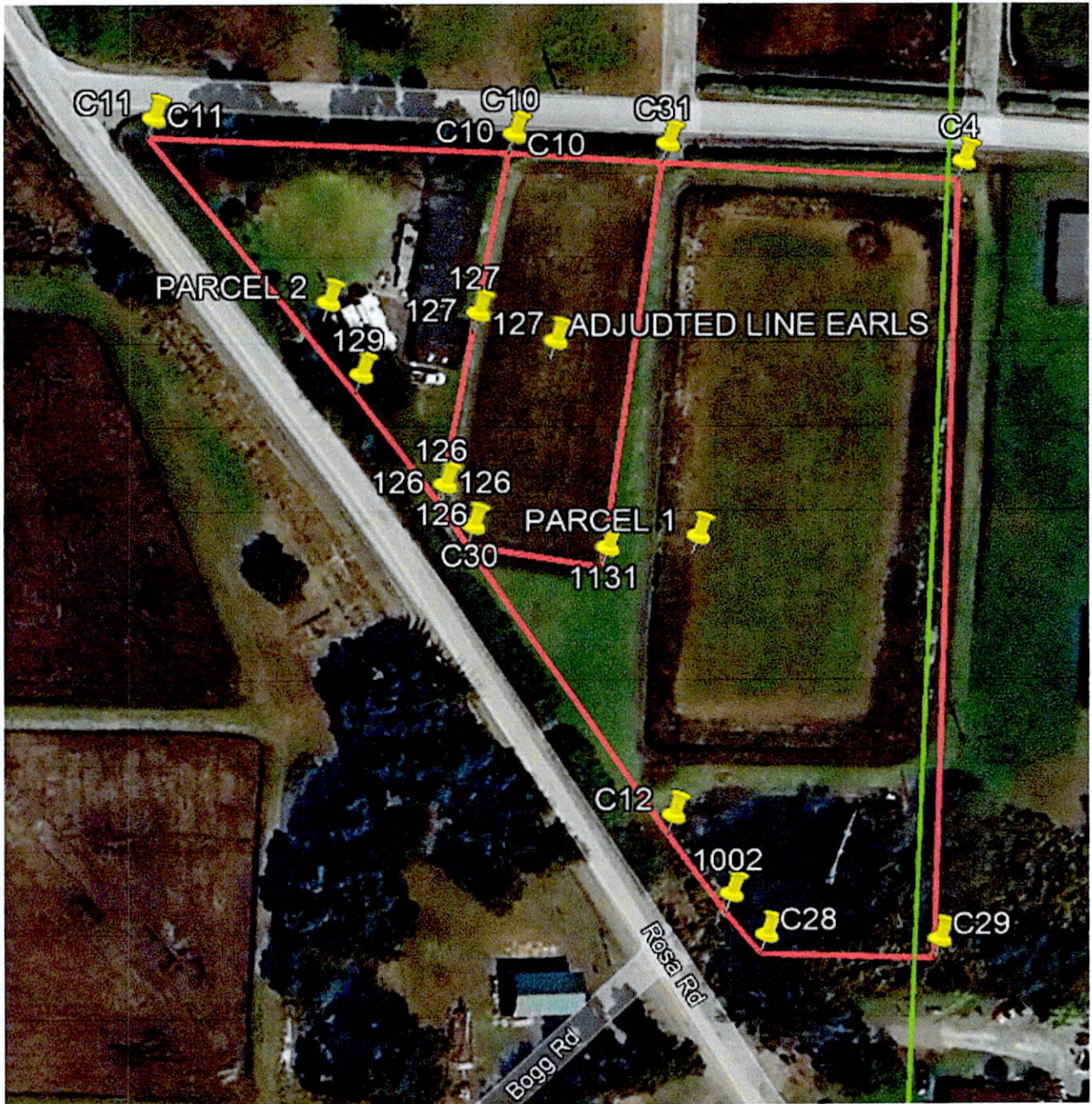
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Property Owner







Auction Barn Rd

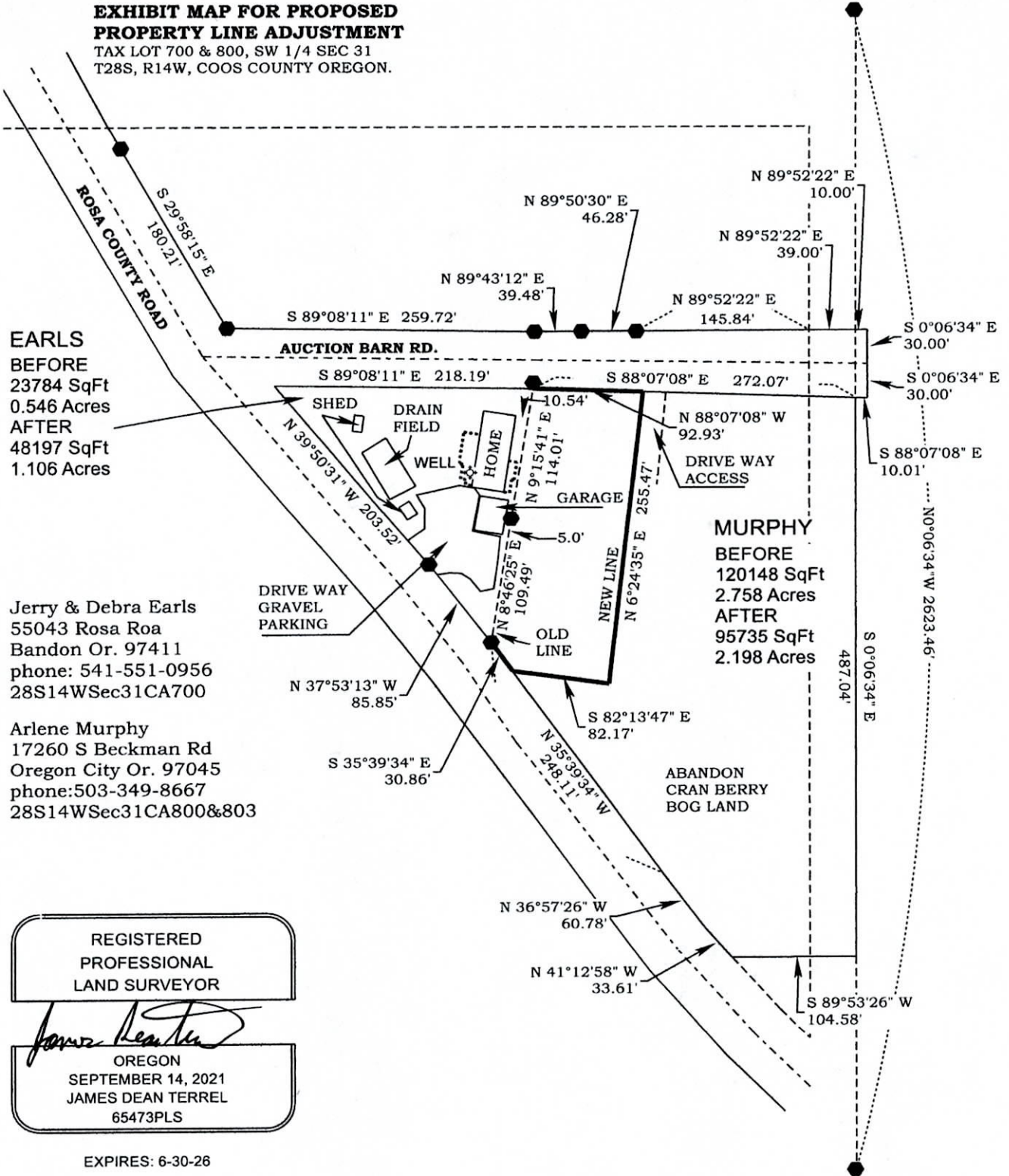
Auction Barn Rd

Rosa Rd

Rosa Rd

Image © 2024 Airbus

**EXHIBIT MAP FOR PROPOSED
PROPERTY LINE ADJUSTMENT**
TAX LOT 700 & 800, SW 1/4 SEC 31
T28S, R14W, COOS COUNTY OREGON.



**EARLS
BEFORE**
23784 SqFt
0.546 Acres
AFTER
48197 SqFt
1.106 Acres

**MURPHY
BEFORE**
120148 SqFt
2.758 Acres
AFTER
95735 SqFt
2.198 Acres

Jerry & Debra Earls
55043 Rosa Roa
Bandon Or. 97411
phone: 541-551-0956
28S14WSec31CA700

Arlene Murphy
17260 S Beckman Rd
Oregon City Or. 97045
phone: 503-349-8667
28S14WSec31CA800&803

REGISTERED
PROFESSIONAL
LAND SURVEYOR

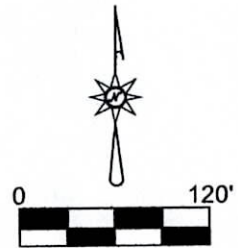
James Dean Terrel

OREGON
SEPTEMBER 14, 2021
JAMES DEAN TERREL
65473PLS

EXPIRES: 6-30-26

LEGEND

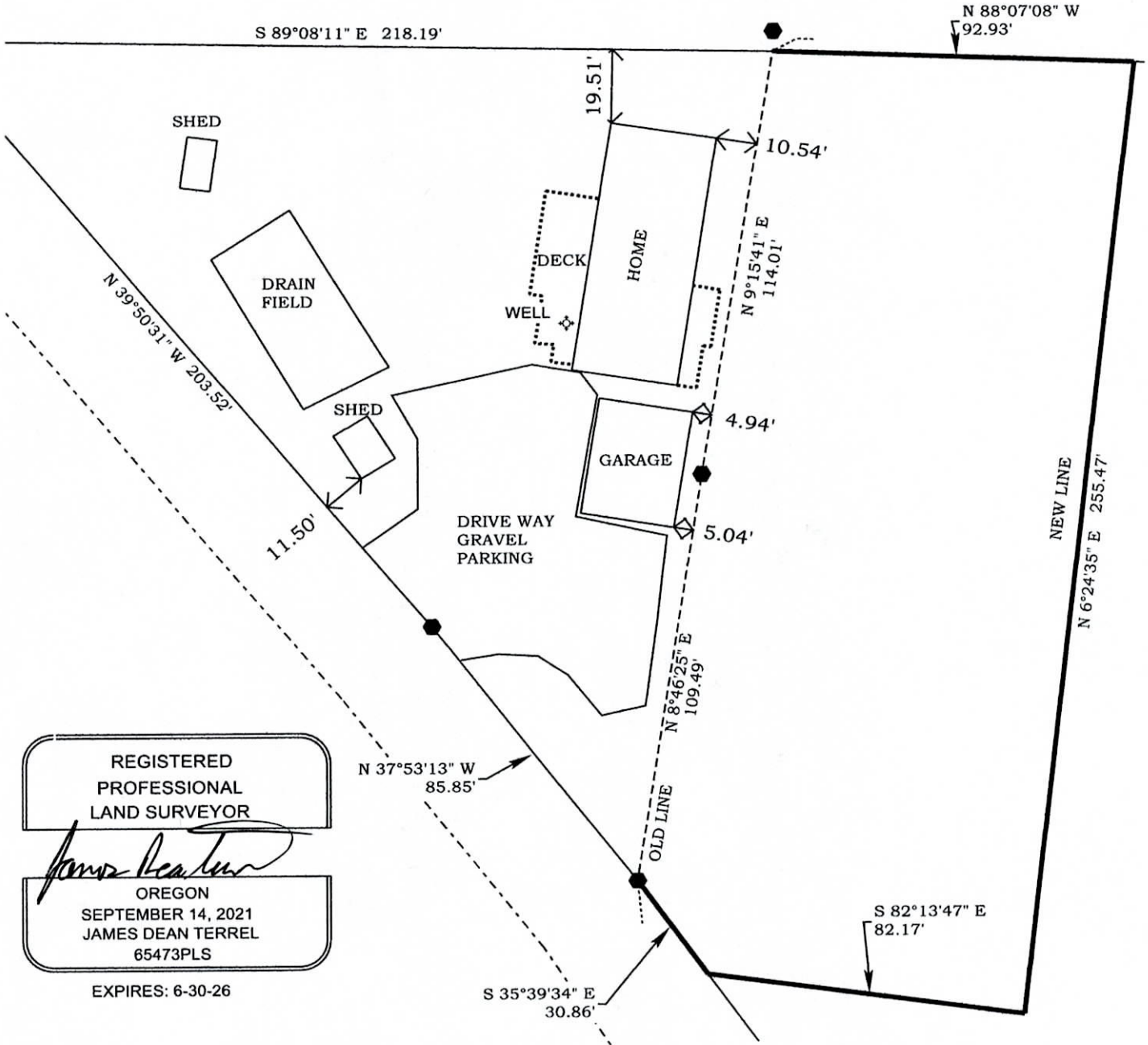
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FILE NAME 2024041 EARLS		
SCALE 120 Ft/In	DATE 8-16-2024	DRAWN BY JDT
JOB 2024041	REVISION 1/1	SHEET 1/1

This map drawn with TRAVERSE PC, Software

AUCTION BARN RD.



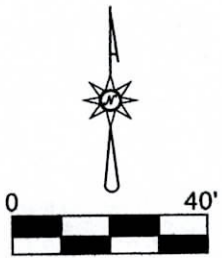
REGISTERED
PROFESSIONAL
LAND SURVEYOR

James Dean Terrel

OREGON
SEPTEMBER 14, 2021
JAMES DEAN TERREL
65473PLS

EXPIRES: 6-30-26

LEGEND	
●	Found pin
⊕	WELL



FILE NAME 2024041 EARLS		
SCALE 40 Ft/In	DATE 8-16-2024	DRAWN BY JDT
JOB 2024041	REVISION 1/1	SHEET 1/1

This map drawn with TRAVERSE PC, Software

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

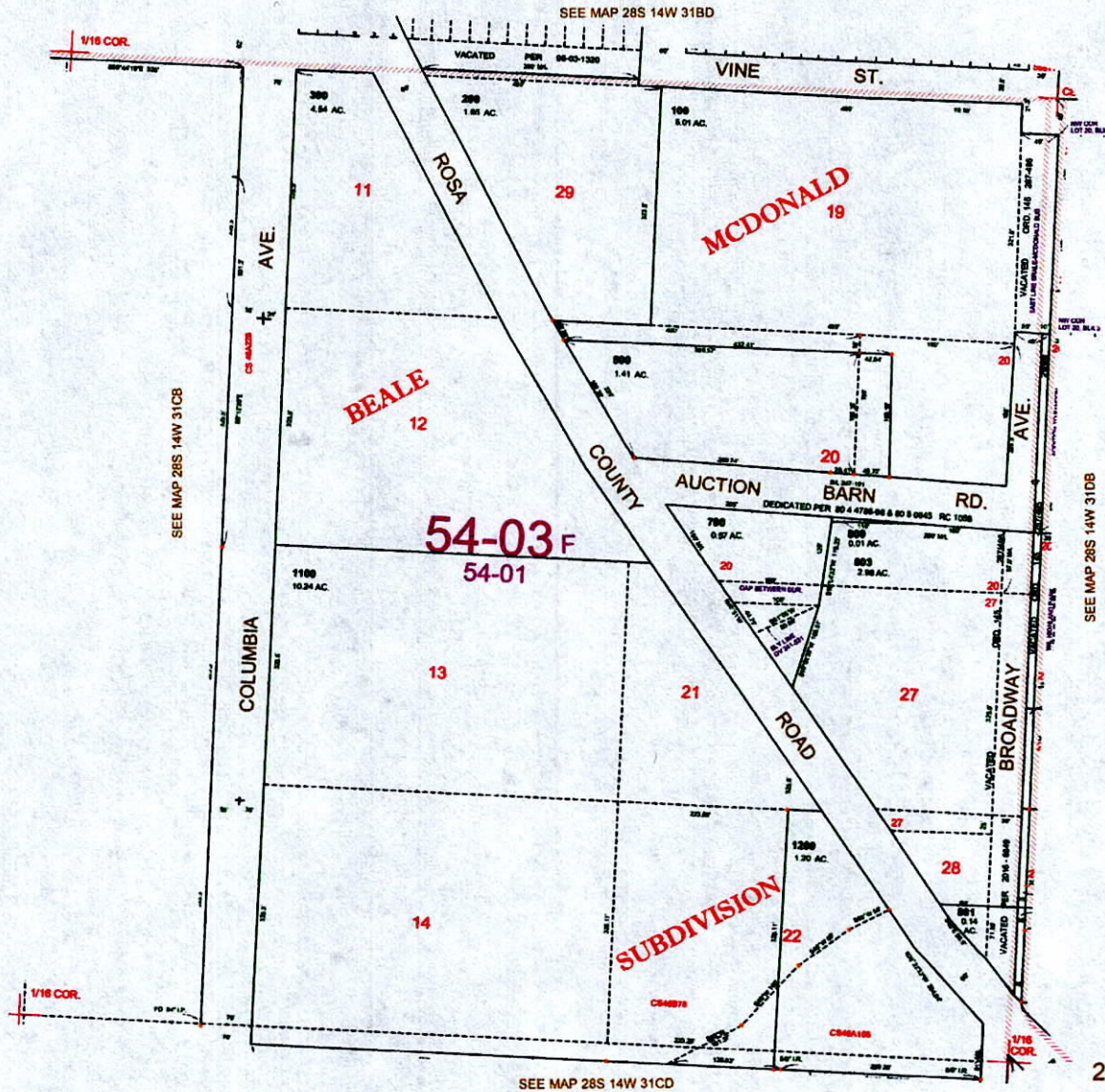
NE1/4 SW1/4 SEC. 31 T28S R14W W.M.
COOS COUNTY

1" = 100'

28S 14W 31CA

CANCELLED NO.

- 400
- 1000
- 900
- 1300
- 1400
- 501
- 600
- 802
- 101
- 102
- 502
- 103
- 1201



SEE MAP 28S 14W 31DB

07-23-2021

28S 14W 31CA



201 Central Avenue
(541)269-5127

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

To ("Customer"): Property Line Surveying LLC
3460 Doerner Cutoff Road
Roseburg, OR 97471

Customer Ref.: _____
Order No.: 360624044757
Effective Date: June 7, 2024 at 05:00 PM
Charge: \$600.00

The information contained in this report is furnished by Ticor Title Company of Oregon (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:

Arelen K. Murphy, as Trustee of the Arlene K. Murphy Revocable Living Trust, u/a/d August 6, 1998, as to Parcel 1; and Jerry Earls and Debra Earls, as tenants by the entirety, as to Parcel 2

Premises. The Property is:

(a) Street Address:

Vacant Land, Bandon, OR 97411
55043 Rosa Rd., Bandon, OR 97411

(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. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. The Land has been classified as Farm Use Zoned, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Account No.: 99917243 and 2351902
3. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
4. Easements, conditions, restrictions and notes as delineated on the recorded plat of Beale-McDonald Subdivision.
5. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by Ordinance No. 145,

Recording Date: August 29, 1961
Recording No: Book 287, Page 492
Affects: Broadway Avenue

Affects Parcel 1

6. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Coos Curry Electric Cooperative
Recording Date: August 24, 1989
Recording No: 89-08-2046

Affects Parcel 2

7. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Coos Curry Electric Cooperative Inc.
Recording Date: October 25, 1989
Recording No: 89-10-1603

Affects Parcel 2

8. A manufactured home situated on the subject land is classified as real property, as disclosed by document:

Recording Date: June 20, 1996
Recording No: 96-06-1056

Affects Parcel 2

9. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$101,500.00
Dated: March 31, 2016
Trustor/Grantor: Jerry Earls and Debra Earls, as tenants by the entirety
Trustee: Ticor Title
Beneficiary: First Community Credit Union
Recording Date: April 5, 2016
Recording No.: 2016-002721

Affects Parcel 2

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

10. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by VAC-16-001

Recording Date: August 10, 2016
Recording No: 2016-06849
Affects: Broadway Avenue

Affects Parcel 1

11. Order, including the terms and provisions thereof,

Recording Date: February 1, 2022
Recording No.: 2022-1004

Affects Parcel 2

12. If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a current Trust Certification pursuant to ORS Chapter 130.860.

The Arlene K. Murphy Revocable Living Trust u/a/d August 6, 1998

The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.

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

Fiscal Year: 2023-2024
Amount: \$1,965.13 (Includes special assessments)
Levy Code: 5403
Account No.: 2354902
Map No.: 28-14-31CA TL 700

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Ticor Title Company of Oregon
Order No. 360624044757

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

Fiscal Year: 2023-2024
Amount: \$65.43 (Includes special assessments)
Levy Code: 5401
Account No.: 99917243
Map No.: 28-14-31CA TL 803

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

End of Reported Information

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

Coos Bay Title

coosbaytitle@ticortitle.com

Ticor Title Company of Oregon
201 Central Avenue
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

PARCEL 1:

Beginning at the intersection of the South boundary of Auction Barn Road and the East boundary of Lot 20, Beale-McDonald Subdivision, Coos County, Oregon; thence South along the East boundary of Beale-McDonald Subdivision 535 feet to a point 25 feet North of the Southeast corner of Lot 28 of said Beale-McDonald Subdivision; thence West 25 feet to Rosa County Road; thence Northwest along said road 500 feet to the South most boundary of property conveyed to Clara B. Kelly in deed recorded July 30, 1973, bearing Microfilm Reel No. 73-7-88911, Records of Coos County, Oregon; thence North 61° 05' East 80.66 feet; thence North 140 feet to a point 238 feet South of the North boundary of Lot 20 of said Subdivision; thence East parallel with the North boundary of said Lot 20, 110 feet to the South boundary of Auction Barn Road; thence Southeast along said road 160 feet to the point of beginning.

Together with that portion of vacated Broadway Avenue, which was vacated by Order VAC-16-001, recorded August 10, 2016, as Microfilm Reel No. 2016-06849, Records of Coos County, Oregon, which would inure thereto by reason of the vacation thereof.

EX 1
EXCEPTING THEREFROM: A parcel of land beginning at the South corner of Lot 28, Beale-McDonald Subdivision, Coos County, Oregon; thence North along the East line of said Lot 28, 71.60 feet, to a point located West of the centerline of Madison Street in Highland Park Addition to Bandon, Oregon; thence West 60 feet to the Easterly Right of Way of Rosa Road; thence South 40° East 93.5 feet to the point of beginning.

EX 2
ALSO EXCEPTING THEREFROM: A parcel of land beginning at the Southwest corner of Lot 20, Block 10, Highland Park Addition to Bandon; thence North along the West line of said Lot 20, 130 feet to the centerline of Madison Street in said Highland Park; thence West 10 feet; thence South 120 feet, more or less, to the North Right of Way of Rosa Road; thence South 40° East 15 feet to the point of beginning.

EX 3
ALSO EXCEPTING THEREFROM: A portion of Broadway Avenue, fronting and abutting a portion of Lot 28, Beale-McDonald Subdivision, Coos County, Oregon, more particularly described as follows: Beginning at the South corner of said Lot 28; thence North along the East line of said Lot 28, 71.60 feet; thence East 39 feet to the East line of said Broadway Avenue and West of the centerline of Madison Street in Highland Park Addition, Coos County, Oregon; thence South 120 feet to said North line of Rosa Road; thence North 40° West, 61 feet, more or less, to the point of beginning.

EX 4
ALSO EXCEPTING THEREFROM: Beginning at a point that is South 26° 50' 12" West, 626.36 feet from the Center 1/4 Corner of Section 31, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 10° 04' 32" West, 119.23 feet to the true point of beginning; thence South 61° 05' 00" West, 81.79 feet to the Rosa Road Right of Way Line; thence South 37° 31' 15" East, 86.08 feet along said Right of Way; thence North 10° 04' 32" East, 109.51 feet to the true point of beginning.

PARCEL 2:

EX 5
Beginning at a point on the West line of said Lot 20, said point being 20 feet South when measured at right angles to South line of tract conveyed to Ray E. Oliver, Sr., et ux in Book 247, Page 191, Deed Records; thence East parallel and 20 feet distant from South line of Oliver Tract 205 feet to a point; thence South 120 feet to a point; thence West and parallel with North line of said tract 100 feet to a point on the West boundary of Lot 20, said point also being the East boundary of the highway; thence Northwesterly along East boundary of said highway 150 feet, more or less, to the point of beginning, being a portion of Lots 20 and 27, Beale and McDonald Subdivision, Coos County, Oregon.

EX 6
A small triangular parcel of land in Lot 27, Beale-McDonald Subdivision in the NE 1/4 of the SW 1/4 of Section 31, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a point on the East right of way edge of the 60 foot wide Rosa County Road, said point being located 686.28 feet South and 405.07 feet West from the existing center of Section 31, Township 28 South, Range 14 West; thence North 87° 03' East 100.00 feet; thence South 61° 05' West 80.66 feet to the said East edge of Rosa

EXHIBIT "A"
Legal Description

Road; thence North 40° 51' West 44.75 feet along the said East edge of Rosa Road to the point of beginning.

SAVING AND EXCEPTING THEREFROM that portion dedicated for road purposes in instrument recorded November 11, 1980, bearing Microfilm Reel No. 80-5-0645, Records of Coos County, Oregon and instrument recorded August 12, 1980, bearing Microfilm Reel No. 80-4-4794, Records of Coos County, Oregon.

ALSO: That portion conveyed by Property Line Adjustment Deed, recorded March 27, 2007 as Instrument No. 2007-3845 and re-recorded May 17, 2007 as Instrument No. 2007-6391, Records of Coos County, Oregon, being more particularly described as follows:

Beginning at a point that is South 26° 50' 12" West 626.36 feet from the center quarter corner of Section 31, Township 28 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence South 10° 04' 32" West 119.23 feet to the true point of beginning; thence South 61° 05' 00" West 81.79 feet to the Rosa Road right of way line; thence South 37° 31' 25" East 86.08 feet along said right of way; thence North 10° 04' 32" East 109.51 feet to the true 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