

ORDINANCE NO. 5032

An Ordinance authorizing lease of real property located at the McMinnville Airport to Kauer Family Farms, LLC, pursuant to ORS 271.310.

RECITALS:

This Ordinance authorizes the lease of twelve (12) parcels totaling approximately three hundred thirty three and nine/tenths (333.9) acres of real property at the McMinnville Municipal Airport that are not currently needed for operation or expansion of the Airport.

The public interest will be best served by entering into the lease for the preservation of the property for future airport usage and for the generation of revenue.

The lease is for a period of five (5) years, with the possibility of one (1) subsequent five-year extension.

The consideration for the lease of this property is as outlined in Exhibit A of the lease documents, and commences at \$175.00 per acre per year.

The Airport Commission considered the proposed lease at the June 29, 2017 Commission meeting, and unanimously recommended that the City Council approve the lease.

Now, therefore, THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. That the lease to Kauer Family Farms, LLC is hereby approved, and the City Manager is authorized to sign the lease documents.

Passed by the Council this 11<sup>th</sup> day of July, 2017 by the following votes:

Ayes: Drabkin, Garvin, Jeffries, Menke, Stassens, Ruden

Nays: \_\_\_\_\_

Approved this 11<sup>th</sup> day of July, 2017.

  
\_\_\_\_\_  
MAYOR

Attest:

  
\_\_\_\_\_  
RECORDER

Approved as to form:

  
\_\_\_\_\_  
CITY ATTORNEY

**LEASE OF REAL PROPERTY  
BY AND BETWEEN  
CITY OF McMinnville, OREGON  
AND  
Kauer Family Farms, LLC**

This lease is made and entered into on \_\_\_\_\_, by and between City of McMinnville, a municipal corporation of the State of Oregon (Lessor), and Kauer Family Farms, LLC. (Lessee).

**1. Premises:** In consideration of the covenants and agreements contained in this lease, Lessor leases to Lessee the following parcels located in Yamhill County, Oregon: Parcel A, B C, H, I, J, K, L, L1, M N, and O, comprising 333.9 acres, as indicated and described in Exhibit A attached hereto and incorporated herein by this reference.

**2. Period of the Lease:** The lease on the Premises shall commence upon the date set forth above, and shall terminate at midnight on August 31, 2022, unless earlier terminated pursuant to the terms of this lease. Lessee covenants with Lessor that, upon termination of this lease, Lessee will quit and deliver the Premises and all future erections, improvements, or additions to or upon the Premises, to Lessor, peaceably and in as good an order and condition as the Premises are now or may in the future be put by Lessor. Loss by fire, flood, unavoidable casualty, and reasonable use and wear of the Premises is excepted.

**3. Consideration:** Lessee agrees to pay Lessor, as rent for the premises, the sum of \$175.00 per acre for each lease year. The lease year immediately following execution of this lease shall run from the date the lease is fully executed through August 31, 2022 and payment for this year is due July 15, 2017. The remaining lease years shall commence September 1<sup>st</sup> each year, and shall end at midnight on the 31<sup>st</sup> day of the following August. Payment for the remaining lease years shall be in cash, billed on or about September 15 and due on or before October 15, which payment will be for the lease year commencing the previous September 1. Lease payments shall be increased by 3% on an annual basis for the term of the lease.

Payments shall be made to City of McMinnville and be mailed or delivered to City of McMinnville, Attn: Finance Department, 230 NE 2nd Street, McMinnville, OR 97128. Lessee will include with the payment a statement that the payment relates to the "Airport Farm Lease."

Any lease payment required of Lessee that is not paid within ten days of the due date shall bear interest at the rate of the maximum rate of interest permitted by law (at the time of the signing of this agreement, 9% per annum) from the due date until paid.



amount. If a mutually acceptable price and coverage amount cannot be agreed upon, the extension of the lease will fail.

Lessee has no right to retain possession of the Premises or any part thereof beyond the termination date period set forth in Paragraph 2 herein, unless the Lessor grants revocable permission in writing to allow such holdover while the parties are negotiating a new lease or lease extension in good faith. In the event that the Lessor does not grant or revokes permission for the holdover, and Lessee holds over in violation of Paragraph 2 and this Paragraph 8, then the rent then in effect payable from and after the time of termination set forth in Paragraph 2 shall be equal to 150% of the rent applicable during the month immediately preceding such termination.

**9. Notices Directed to:** Notices required or permitted under this lease shall be directed to:

Lessor:  
City of McMinnville  
Attn: Community Dev. Dir  
231 NE 5<sup>th</sup> Street  
McMinnville, OR 97128  
(503) 434-7312  
(503) 474-4955 (Fax)

Lessee:  
Kauer Family Farms, LLC  
7145 SE Amity Dayton Hwy  
Amity OR 97101  
Dave Kauer  
(503) 437-4027  
\_\_\_\_\_

**10. Use of the Premises:** The Premises will not be used in any way prohibited by law or governmental regulation. Should they be so used, the lease will automatically terminate immediately, notwithstanding the provisions of Section 4 of this lease, and the Lessor will not be responsible for any compensation to Lessee of any kind.

In connection with the use of the Premises, Lessee will conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct, at Lessee's own expense, any failure of compliance created through Lessee's fault or by reason of Lessee's use. Lessee shall refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Lessor from taking advantage of any available reduction in insurance rates unless Lessee pays the additional cost. Lessee shall refrain from any use that would be reasonably offensive to owners or tenants or users of neighboring premises or that would tend to create a nuisance.

Lessee shall not cause or permit any hazardous substances or contaminants to be spilled, leaked, disposed of, or otherwise released on the Premises without strict environmental controls satisfactory to Lessor. Lessee shall comply with all environmental laws (including federal, state, and local laws, and any judicial or other governmental orders pertaining to the protection of health, safety, or the environment) and exercise the highest degree of care in handling hazardous substances or

**12. Access:** Lessee is required to coordinate access with the owner(s) and lessee(s) of the adjacent properties (if any) and minimize the disruption or damage caused. Any cost associated with damage or alteration to adjacent properties related to this lease will be paid by the Lessee.

(a) Airport Security - Lessee recognizes its obligations to comply with federal airport security regulations applicable to the Airport. The City shall notify Lessee of any such federal airport security regulations which City becomes aware of and which are or may become applicable to Lessee's use or occupancy of the Premises. As of the date of execution of this lease, there are no applicable security regulations that apply to the use or occupancy of the Premises.

(b) Lessee shall ensure that the airfield environment is kept continuously free of debris, equipment, and/or other materials that might endanger aircraft.

(c) For emergency purposes, all vehicles shall be equipped with radio, telephone, or similar devices for contact by City or Airport Operations personnel. In the event of an emergency, Lessee acknowledges the need to be prepared to move workers, vehicles, and equipment immediately at the direction of the City or Airport Operations.

(d) No smoking will be allowed within the airfield.

### **13. Vehicles on Airport Property**

The purpose of this section is to provide for the safety of vehicle operations in the airfield environment, should such vehicle operation occur. Enforcement of these requirements will be by the City, Police, or Airport Operations Staff. Violations of the requirements may be cause for Lessee's work to be stopped and Lessee's safety procedures to be evaluated. The City, in its sole discretion, will have the authority to determine when Lessee's work may safely be continued.

The driving requirements are as follows:

(a) Yield the right-of-way to a) moving aircraft, whether under tow or their own power, and b) pedestrians.

(b) Within the airfield environment, equipment, vehicle, and personnel travel outside the work area is restricted to established route(s).

(c) Obey stop signs and markings.

(d) Yield right-of-way to emergency vehicles displaying rotating beacons (other than amber) and/or using sirens and other audible emergency signals.

(e) Observe the posted speed limits.



Lessee shall insure any property of Lessee on the Premises against the same risks. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.

Lessee shall, before the commencement of this agreement, procure and, during the term of this agreement, maintain the following insurance at Lessee's cost: Comprehensive general liability insurance in a responsible company with limits of not less than \$1,000,000 for injury to persons or property. This insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the Premises. Such insurance shall protect Lessee against the claims of Lessor on account of the indemnification obligations assumed by Lessee below. The insurance shall name the Lessor as an additional insured. Certificates evidencing this insurance and bearing endorsements requiring thirty days' written notice to Lessor prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the Premises.

**16. Indemnification:** Lessee shall indemnify, hold harmless and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Lessor's negligence or breach of duty under this agreement.

**17. Damage to or Destruction of the Premises:** If the Premises are partially damaged, they shall be repaired as soon as practicable at Lessor's expense. If the Premises are destroyed or damaged to the extent that the cost of repair exceeds 25% of the value of the Premises before the destruction or damage, either party may elect to terminate this lease as of the date of the destruction or damage by written notice to the other party not more than thirty (30) days following the date of the destruction or damage. In such circumstances, the rights and obligations of the parties will cease as of the date of the termination and Lessee shall be entitled to reimbursement of any prepaid lease amount, prorated. If neither party elects to terminate, Lessor shall, as soon as practicable, restore the Premises to substantially the same condition as before the destruction or damage. Lessee shall be reimbursed a prorated amount of lease payments for any period during which the Premises are not usable.

**18. Warranties:** Lessor warrants that it is the owner of the Premises and has the right to lease them free of all encumbrances. Lessor will defend Lessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

**19. Assignment, Mortgage, Subleases:** No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without prior written consent of Lessor. This provision shall apply to all transfers by operation of law, including a

property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. Following re-entry or abandonment, Lessor may re-let the Premises, or any part thereof, but Lessor shall not be required to re-let.

In the event of termination or re-taking of possession following default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future lease payment or until the date fixed for expiration of the lease, the following amounts as damages:

The loss of lease payments from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying.

The reasonable costs of re-entry and re-letting, including without limitation the cost of any cleanup, removal of Lessee's property and fixtures, and any other costs or expenses incurred through Lessee's default.

Any excess of the value of the rent and all of Lessee's other obligations under this agreement over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the premises are re-let, and continuing through the end of the term.

Lessor may sue periodically to recover the damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

The above remedies are in addition to and shall not exclude any other remedy available to Lessor under applicable law.

The limitations on remedies shall not preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other under any contractual indemnity set out in this agreement or for causing physical damage or injury to persons or property.

**22. Strict Performance:** Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or of any other provision in the future.

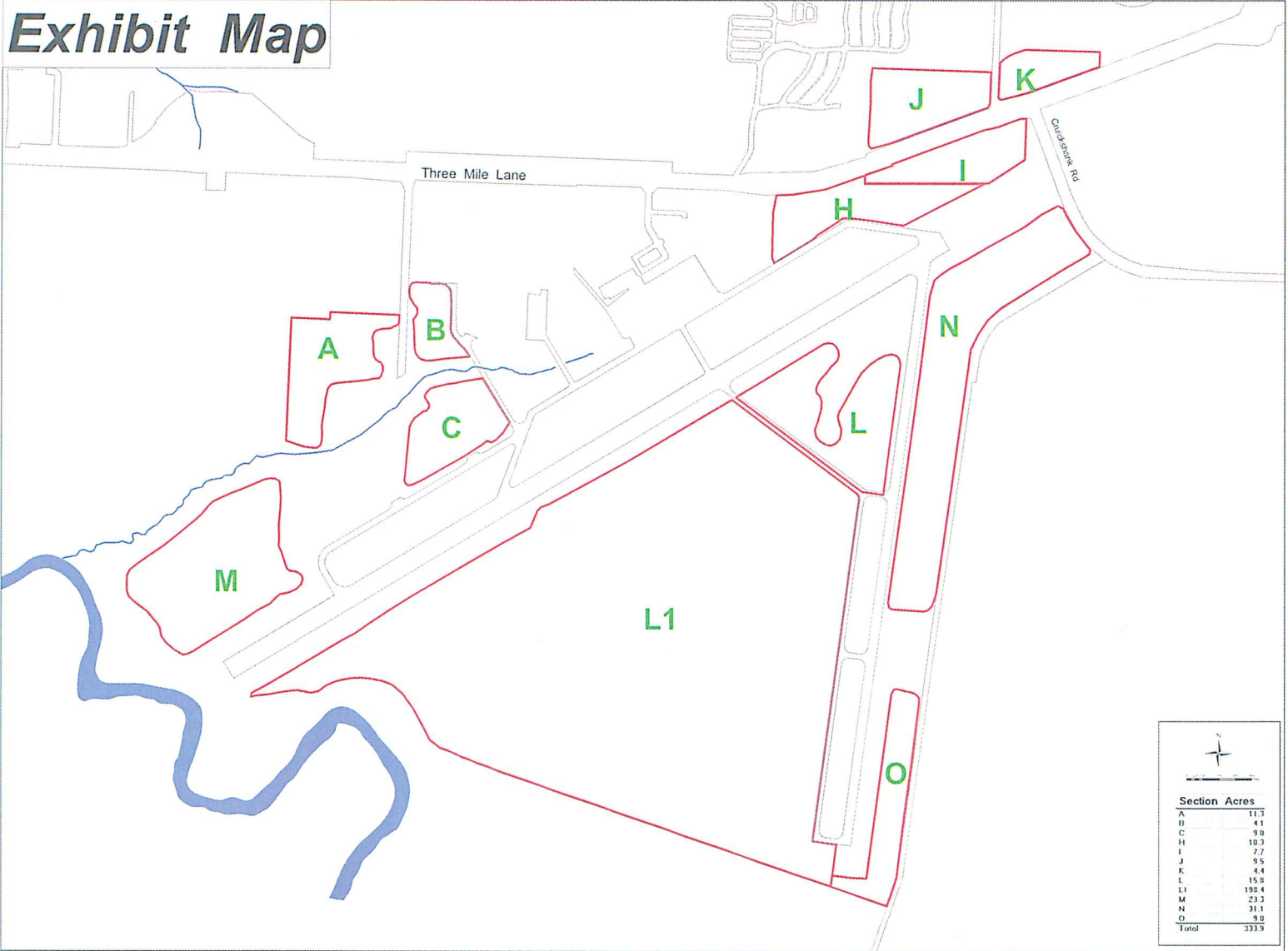
**23. Attorney Fees:** If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.



**EXHIBIT A**

		<b>Rent Due on or before September 1:</b>				
<b>Parcel</b>	<b>Acres</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
A	11.3	\$1,977.50	\$2,036.83	\$2,097.93	\$2,160.87	\$2,225.69
B	4.1	\$717.50	\$739.03	\$761.20	\$784.03	\$807.55
C	9	\$1,575.00	\$1,622.25	\$1,670.92	\$1,721.05	\$1,772.68
H	10.3	\$1,802.50	\$1,856.58	\$1,912.27	\$1,969.64	\$2,028.73
I	7.7	\$1,347.50	\$1,387.93	\$1,429.56	\$1,472.45	\$1,516.62
J	9.5	\$1,662.50	\$1,712.38	\$1,763.75	\$1,816.66	\$1,871.16
K	4.4	\$770.00	\$793.10	\$816.89	\$841.40	\$866.64
L	15.8	\$2,765.00	\$2,847.95	\$2,933.39	\$3,021.39	\$3,112.03
L1	198.4	\$34,720.00	\$35,761.60	\$36,834.45	\$37,939.48	\$39,077.67
M	23.3	\$4,077.50	\$4,199.83	\$4,325.82	\$4,455.59	\$4,589.26
N	31.1	\$5,442.50	\$5,605.78	\$5,773.95	\$5,947.17	\$6,125.58
O	9	\$1,575.00	\$1,622.25	\$1,670.92	\$1,721.05	\$1,772.68
<b>TOTAL</b>	<b>333.9</b>	<b>\$58,432.50</b>	<b>\$60,185.51</b>	<b>\$61,991.05</b>	<b>\$63,850.78</b>	<b>\$65,766.29</b>

# Exhibit Map





Parcel A:

Being a part of the John White D.L.C. No. 82, Northwest ¼ Section 26, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at the Northwest corner of the John White D.L.C. No. 82 as shown on Yamhill County Survey No. 9110; thence traveling South 89° 45' East 832.16 feet to a point on said North boundary to a point which is perpendicular to the northerly extension of the West right-of-way of Armory Way as shown on said survey No. 9110; thence South 00° 15' East 30 feet to a ¾" iron pipe as shown on said survey No. 9110; thence as shown on said survey No. 9110, South 00° 15" East 100 feet to a 5/8 inch iron rod; thence as shown on said survey No. 9110, South 00° 15" East 592.00 feet to a ¾ inch iron pipe; thence as shown on said survey No. 9110, South 00° 15" East 410.64 feet to a ¾ inch iron pipe, said pipe being for the purposes of this description the True Point of Beginning; thence South 89° 45' 00" West 532.24 feet to a point; thence South 01° 01' 31" West 55.62 feet to a point; thence South 89° 54' 14" West 299.55 feet to a point; thence South 00° 07' 19" East 944.83 feet to a point; thence South 74° 17' 28" East 138.74 feet to a point; thence South 85° 57' 19" East 104.54 feet to a point; thence North 31° 23' 40" E 65.41 feet along the chord of an 81 foot radius curve to the left with an arc length of 67.33 feet; thence North 01° 30' 38" West 120.41 feet to a point; thence North 07° 06' 43" East 282.53 feet to a point; thence North 54° 00' 52" East 83.25 feet along the chord of an 83 foot radius curve to the right with an arc length of 87.16 feet; thence North 81° 18' 01" East 325.29 feet to a point; thence North 04° 49' 46" East 119.67 feet along the chord of an 89 foot radius curve to the left with a arc length of 131.13 feet; thence North 50° 59' 12" West 72.46 feet along the chord of a 102 foot radius curve to the right with an arc length of 74.08 feet; thence North 06° 47' 33" West 147.24 feet to a point; thence North 44° 49' 32" East 94.53 feet along the chord of a 72 foot radius curve to the right with an arc length of 103.25 feet; thence North 83° 53' 26" East 74.38 feet to a point; thence North 58° 07' 36" East 70.17 feet to a point; thence North 01° 22' 17" East 70.46 feet to the True Point of Beginning.

The above described tract of land contains 11.3 acres more or less.

Parcel B:

Being a part of the John White D.L.C. No. 82, North ½ Section 26, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at the Northwest corner of the John White D.L.C. No. 82 as shown on Yamhill County Survey No. 7273; thence traveling South 89° 45' East 892.06 feet to a point on the North boundary of said White D.L.C. said point being perpendicular to the northerly extension of the West property line of a 17.05 acre lot as shown on Yamhill County Survey No. 7273; thence traveling South 00° 15' West 30 feet to a ¾ inch iron pipe which is the Northwest corner of the above mentioned 17.05 acre lot; thence traveling along the west boundary of said 17.05 acre lot South 00° 15' West 850.69 feet to a ¾ inch iron pipe which is the Southwest corner of the above mentioned 17.05 acre lot; thence traveling South 89° 45' East 56.75 feet along the South boundary of said 17.05 acre lot to a point, said point being for the purposes of this description the True Point of Beginning; thence traveling South 59° 28' 51" West 49.34 feet along the chord of a 49 foot radius curve to the left with an arc length of 51.75 feet; thence South 00d 43' 09 " East 94.15 feet to a point; thence South 35° 59' 00 " East 99.49 feet to a point; thence South 18° 13' 53" West 89.33 feet along the chord of a 93 foot radius curve to the right with an arc length of 93.16 feet; thence South 06° 03' 00" East 260.23 feet to a point; thence South 56° 33' 27" East 98.58 feet along the chord of a 107 foot radius curve to the left with an arc length of 102.45 feet; thence North 82° 47' 40" East 339.05 feet to a point; thence North 42° 09' 49" West 194.91 feet to a point; thence North 21° 29' 54" West 70.28 feet along the chord of a 118 foot radius curve to the right with an arc length of 71.37 feet; thence North 01° 24' 49" West 287.49 feet to a point; thence North 58° 57' 38" West 104.91 feet along the chord of a 92 foot radius curve to the left with an arc length of 111.66 feet; thence South 88° 14' 54" West 63.60 feet to a point; thence North 38° 42' 35" West 6.69 feet to a point; thence South 89° 45' 00" West 113.92 feet to the True Point of Beginning.

The above described tract of land contains 4.1 acres more or less.



Parcel C:

Being a part of the John White D.L.C. No. 82, North ½ Section 26, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point located 1601.97 feet South and 1483.18 feet East of the Northwest corner of the John White D.L.C. No. 82, said point being for the purposes of this description the True Point of Beginning; Thence traveling South 78° 41' 59" West 277.06 feet to a point; thence South 73° 23' 34" West 136.35 to a point; thence South 38° 15' 47" West 59.55 feet to a point; thence South 04° 30' 05" West 21.71 feet to a point; thence South 34° 18' 32" East 62.51 feet to a point; thence South 21° 21' 38" West 54.77 feet along the chord of a 46 foot radius curve bearing right with an arc length of 58.61 feet; thence South 43° 42' 09" West 179.69 feet along the chord of a 180 foot radius curve to the left with an arc length of 188.17 feet; thence South 03° 40' 24" West 411.84 feet to a point; thence South 65° 16' 22" East 69.68 feet along the chord of a 43 foot radius curve bearing left with an arc length of 81.17 feet; thence North 57° 52' 07" East 667.72 feet to a point; thence South 74° 01' 09" East 35.25 feet to a point; thence North 41° 01' 24" East 204.41 feet along the chord of a 352 foot radius curve to the left with an arc length of 207.39 feet; thence North 33° 23' 22" West 400.87 feet to the True point of Beginning.

The above described tract of land contains 9.0 acres more or less.

Parcel H:

Being a part of the John White D.L.C. No. 82, and a part of the Darlin Smith D.L.C. No. 88, and a part of the Reuben Harris D.L.C No. 80, Northwest ¼ Section 25, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point which bears North 37.37 feet more or less from the Northeast corner of the John White D.L.C. No. 82; thence East 7.05 feet more or less said point being for the purposes of this description the True Point of Beginning; thence South 88° 06' 17" West 949.74 feet to a point; thence North 02° 10" West 63.69 feet to a point; thence South 73° 06' 33" West 580.81 feet along the chord of a 1918 foot radius curve bearing right with an arc length of 583.04 feet; thence South 86° 28' 38" West 122.87 feet to a point; thence South 09° 28' 19" West 138.14 feet to a point; thence South 00° 57' 08" East 350.43 feet to a point; thence South 27° 11' 02" East 37.97 feet to a point; thence North 57° 11' 54" East 347.54 feet to a point; thence North 43° 09' 43" East 51.08 feet to a point; thence North 54° 35' 45" East 231.93 feet to a point; thence South 84° 38' 07" East 603.23 feet to a point; thence North 54° 51' 07" East 627.03 feet to the True Point of Beginning.

The above described tract of land contains 10.3 acres more or less.

Parcel I:

Being a part of the John White D.L.C. No. 82, and a part of the Darlin Smith D.L.C. No. 88, and a part of the Reuben Harris D.L.C No. 80, Northwest ¼ Section 25, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point which bears North 37.37 feet more or less from the Northeast corner of the John White D.L.C. No. 82; thence East 7.05 feet more or less said point being for the purposes of this description the True Point of Beginning; thence South 88° 06' 17" West 949.74 feet to a point; thence North 02° 10" West 63.69 feet to a point; thence North 69° 05' 31" East 222.18 feet to a point; thence North 21° 39' 38" West 11.71 feet to a point; thence North 67° 54' 15" East 757.37 feet to a point; thence North 75° 37' 02" East 107.11 feet to a point; thence North 67° 48' 39" East 184.71 feet to a point; thence North 89° 27' 32" East 41.38 feet to a point; thence South 00° 08' 13" West 314.45 feet to a point; thence South 54° 51' 07" West 329.62 feet to the True Point of Beginning.

The above described tract of land contains 7.7 acres more or less.



Parcel J:

Being a part of the Reuben Harris D.L.C. No. 80, Southwest  $\frac{1}{4}$  Section 24, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point which bears North 889.31 feet more or less from the Southeast corner of the Reuben Harris D.L.C. No. 80; thence East 19.76 feet more or less said point being for the purposes of this description the True Point of Beginning; thence North  $89^{\circ} 53' 14''$  West 910.37 feet to a point; thence South  $00^{\circ} 55' 44''$  West 596.18 feet to a point; thence South  $43^{\circ} 49' 31''$  East 29.78 feet to a point; thence North  $68^{\circ} 42' 52''$  East 950.80 feet to a point; thence North  $19^{\circ} 57' 47''$  East 35.76 feet to a point; thence North  $00^{\circ} 18' 10''$  East 237.03 feet to the True Point of Beginning.

The above described tract of land contains 9.5 acres more or less.

Parcel K:

Being a part of the Darlin Smith D.L.C. No. 88, Southwest  $\frac{1}{4}$  Section 24, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point which bears North 964.89 feet more or less from the Southeast corner of the Reuben Harris D.L.C. No. 80; thence East 46.53 feet more or less said point being for the purposes of this description the True Point of Beginning; thence North  $61^{\circ} 11' 27''$  East 217.56 feet along the chord of a 487 foot radius curve bearing right with an arc length of 219.41 feet; thence North  $89^{\circ} 40' 26''$  East 565.55 feet to a point; thence South  $00^{\circ} 44' 10''$  East 115.13 feet to a point; thence South  $68^{\circ} 05' 12''$  West 586.87 feet to a point; thence South  $73^{\circ} 29' 08''$  West 192.22 feet to a point; thence South  $88^{\circ} 09' 43''$  West 19.92 feet to a point; thence North  $33^{\circ} 50' 35''$  West 20.88 feet to a point; thence North  $00^{\circ} 34' 36''$  East 264.04 feet to the True Point of Beginning.

The above described tract of land contains 4.4 acres more or less.



Paecel L:

Being a part of the John White D.L.C. No. 82, Northeast ¼ Section 25, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at the Northeast corner of the John White D.L.C. No. 82 said point also being the Southeast corner of the Reuben Harris D.L.C. No. 80, thence traveling southerly 618.09 feet along the east boundary of said White D.L.C. (east boundary line shown on Yamhill County Survey #3566 being described as North 00° 23' East and said boundary line further described on Yamhill County Survey #7597 as South 00°21'08" West) to the Southwest corner of the Darlin Smith D.L.C. No. 88 said point also being the Northwest corner of the Absalom Meridith D.L.C. No. 84; thence South 06° 35' West along the centerline of County road #464 as shown on Yamhill County Survey #3566 a distance of 1829.66 feet to a point on the center line of said County road; thence leaving said county road traveling North 83° 25' 00" West 527.66 feet to a point in the center of the City of McMinnville Municipal Airport infield taxiway westerly 80.17 feet more or less from the intersection of Runway 17-35 and the infield taxiway to a point for the purposes of this description being the True Point of Beginning; thence along the centerline of the said infield taxiway, North 84° 04' 48" West 159.93 feet to the intersection of said infield taxiway and the parallel taxiway; thence North 55° 10' 36" West 1216.34 feet to a point; thence North 57° 03' 31" East 787.02 feet to a point; thence South 41° 43' 07" East 164.93 feet along the chord of a 86 foot radius curve bearing right with an arc length of 222.38 feet; thence South 40° 40" West 184.92 feet to a point; thence South 28° 48' 29" West 50.27 feet to a point; thence South 11° 10' 54" East 89.30 feet along the chord of a 65 foot radius curve bearing left with an arc length of 98.57 feet; thence South 07° 45' 24" East 107.88 feet along the chord of a 131 foot radius curve bearing right with an arc length of 111.18 feet; thence South 15° 19' 46" West 162.62 feet to a point; thence North 85° 48" East 203.68 feet along the chord of a 103 foot radius curve bearing left with an arc length of 356.16 feet; thence North 19° 50' 06" West 72.41 feet to a point; thence North 05° 27' 22" East 63.01 feet along the chord of a 76 foot radius curve bearing right with an arc length of 64.97 feet; thence North 27° 54' 01" East 271.15 feet to a point; thence North 29° 06' 59" East 63.37 feet to a point; thence North 42° 30' 19" East 96.39 feet to a point; thence North 56° 43' 48" East 135.07 feet to a point; thence South 59° 26' 56" East 140.47 feet along the chord of a 78 foot radius curve to the right with an arc length of 174.03 feet; thence South 05° 44' 58" West 1003.01 feet to the True Point of Beginning.

The above described tract of land contains 15.8 acres more or less.

Parcel L1:

Being a part of the John White D.L.C. No. 82, Southwest ¼ Section 25, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point located 238.44 feet North and 472.36 feet West of the Northeast corner of the Cyrus B. Hawley D.L.C. No. 67, said point being for the purposes of this description the True Point of Beginning; Thence traveling North 72° 25' 42" West 3089.88 feet to a point; thence North 62° 21' 30" West 185.74 feet along the chord of a 337 foot radius curve to the right with an arc length of 188.17 feet; thence North 30° 00' 54" West 274.48 feet to a point; thence North 81° 47' 27" West 736.85 feet along the chord of a 500 foot radius curve to the left with an arc length of 828.34 feet; thence North 89° 32' 52" West 163.50 feet to a point; thence South 80° 01' 55" West 360.91 feet to a point; thence North 10° 01' 30" East 31.09 feet to a point; thence North 57° 39' 11" East 2485.34 feet to a point; thence North 21° 25' 23" East 150.18 feet to a point; thence North 58° 26' 09" East 1706.88 feet to a point; thence South 55° 08' 37" East 1197.82 feet to a point; thence South 24° 34' 55" East 55.85 feet along the chord of a 55 foot radius curve to the right with an arc length of 58.57 feet; thence South 05° 56' 49" West 2632.05 feet to a point; thence South 84° 03' 06" East 192.76 feet to a point; thence South 07° 44' 30" West 324.10 to the True Point of Beginning.

The above described tract of land contains 198.4 acres more or less.



Parcel M:

Being a part of the John White D.L.C. No. 82, Southwest ¼ Section 26, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point located 2634.89 feet South and 514.51 feet West of the Northwest corner of the John White D.L.C. No. 82, said point being for the purposes of this description the True Point of Beginning; thence traveling South 38° 57' 16" West 123.05 feet to a point; thence South 49° 16' 29" West 702.47 feet to a point; thence South 00° 36' 47" East 203.22 feet along the chord of a 275 foot radius curve to the left with an arc length of 208.14 feet; thence South 53° 59' 17" East 180.56 feet to a point; thence South 32° 08' 14" East 219.38 feet along the chord of a 335 foot radius curve to the right with an arc length of 223.50 feet; thence South 58° 22' 00" East 241.52 feet along the chord of a 262 foot radius curve to the left with an arc length of 251.02 feet; thence North 55° 56' 33" East 741.97 feet to a point; thence North 56° 11' 17" East 170.73 feet along the chord of a 204 foot radius curve to the right with an arc length of 176.14 feet; thence North 44° 18' 17" East 149.22 feet along the chord of a 148 foot radius curve to the left with an arc length of 156.34 feet; thence North 42° 12' 19" West 70.74 feet along the chord of a 63 foot radius curve to the left with an arc length of 75.10 feet; thence North 72° 00' 37" West 87.73 feet along the chord of a 125 foot radius curve to the right with an arc length of 89.65 feet; thence North 21° 03' 23" West 143.90 feet to a point; thence North 03° 54' 20" West 521.34 feet to a point; thence North 38° 17' 50" West 16.81 feet to a point; thence North 87° 20' 49" West 101.97 feet along the chord of a 163 foot radius curve to the left with an arc length of 103.71 feet; thence South 63° 42' 01" West 436.34 feet to the True Point of Beginning.

The above described tract of land contains 23.3 acres more or less.

Parcel N:

Being a part of the John White D.L.C. No. 82, and a part of the Darlin Smith D.L.C. No. 88, and a part of the Absalom Meridith D.L.C. No. 84, West 1/2 Section 25, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at the Northeast corner of the John White D.L.C. No. 82 said point also being the Southeast corner of the Reuben Harris D.L.C. No. 80, thence traveling southerly 453.75 feet more or less along the east boundary of said White D.L.C. (east boundary line shown on Yamhill County Survey #3566 being described as North 00° 23' East and said boundary line further described on Yamhill County Survey #7597 as South 00°21'08" West) to a point for the purposes of this description being the True Point of beginning; thence South 57° 41' 45" West 399.67 feet to a point; thence South 47° 56' 03" West 73.84 feet to a point; thence South 14° 40' 44" West 122.23 feet to a point; thence South 5° 55' 21" West 2378.10 feet to a point; thence South 30° 26' 17" East 54.31 feet to a point along the chord of a 57 foot radius curve bearing left with an arc length of 56.62 feet; thence South 87° 57' 16" East 252.29 feet to a point; thence North 55° 25' 15" East 71.98 feet to a point along the chord of a 84 foot radius curve bearing left with an arc length of 74.38 feet; thence North 16° 45' 54" East 109.70 feet to a point; thence North 06° 06' 34" East 1883.93 feet to a point; thence North 34° 42" East 385.34 feet to a point along the chord of a 800 foot radius curve bearing right with an arc length of 389.16 feet; thence North 56° 28' 02" East 798.16 feet to a point; thence North 09° 45' 15" East 31.70 feet to a point; thence North 39° 45' 24" West 182.66 feet to a point; thence North 32° 39' 23" West 136.67 feet to a point; thence North 26° 42' 06" West 62.13 feet to a point; thence North 67° 49' 28" West 42.69 feet to a point; thence South 57° 41' 45" West 627.38 feet more or less to the True Point of Beginning.

The above described tract of land contains 31.1 acres more or less.



Parcel O:

Being a part of the John White D.L.C. No. 82, Southwest ¼ Section 25, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon being further described as follows:

Beginning at a point located 238.44 feet North and 472.36 feet West of the Northeast corner of the Cyrus B. Hawley D.L.C. No. 67, said point being for the purposes of this description the True Point of Beginning; Thence traveling North 07° 44' 30" East 84.41 feet to a point; thence South 86° 45' 31" East 263.65 feet to a point; thence North 05° 53' 05" East 1423.81 feet to a point; thence North 51° 53' 28" East 60.80 feet along the chord of a 47 foot radius curve to the right with an arc length of 66.09 feet; thence South 78° 24' 32" East 111.15 feet to a point; thence South 36° 42' 10" East 103.56 feet along the chord of a 74 foot radius curve with an arc length of 114.64 feet; thence South 05° 42' 54" West 1342.11 feet to a point; thence South 17° 29' 09" West 229.00 feet to a point; thence North 72° 37' 32" West 457.62 feet to the True Point of Beginning.