



Planning Department
 231 NE Fifth Street • McMinnville, OR 97128
 (503) 434-7311 Office • (503) 474-4955 Fax
www.mcminnvilleoregon.gov

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COMMUNITY DEVELOPMENT
 CENTER

5109-19-000715-Plng

Office Use Only:	
File No.	MP 5-19
Date Received	11/22/19
Fee	\$1381.00
Receipt No.	201417
Received by	JAF

Partition Application

Applicant Information

Applicant is: Property Owner Contract Buyer Option Holder Agent Other _____ Attorneys for Property Owner

Applicant Name Haugeberg, Rueter, Gowell, et al. Phone 503-472-5141

Contact Name Katherine L. Gowell, Esq. Phone _____
 (If different than above)

Address 620 NE 5th Street, PO Box 480

City, State, Zip McMinnville, OR, 97128

Contact Email kgowell@hrglawyers.com

Property Owner Information

Property Owner Name McMinnville Industrial Promotions, Inc. Phone 503-472-5141
 (If different than above)

Contact Name Katherine L. Gowell Phone _____

Address PO Box 328

City, State, Zip McMinnville, OR 97128

Contact Email Katherine L. Gowell

Site Location and Description

(If metes and bounds description, indicate on separate sheet)

Property Address N/A

Assessor Map No. R4 4 - 4 - 15 Total Site Area 7.37 Acres

Subdivision _____ Block _____ Lot 3401

Comprehensive Plan Designation Ind Zoning Designation M2-General Industrial

General Description of Subject Property

1. Proposed Parcel Size: #1 2.59 Acres #2 2.17 Acres #3 2.61 Acres

2. Current Land Use: Vacant

3. Purpose of the partition request: To divide property into three parcels.

4. Topography: Slopes very slightly to the northeast.

5. Method of Sewage Disposal: Sewer is available on Miller St, and at the end of Colvin Ct improvements.
(Note: If septic field, this application must be accompanied by a letter of approval from the County Sanitarian indicating their approval. The Sanitarian can be contacted through the Yamhill County Planning Department.)

6. Water Supply: Water is available on Miller St, and at the end of Colvin Ct improvements.

In addition to this completed application, the applicant must provide the following:

- A site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), indicating all required information as listed in the information sheet and in Section 17.53.060 (Submission of Tentative Partition Plan) of the Zoning Ordinance, or, if applicable, Section 17.53.080 (Submission of Future Development Plan).
- A Title Report or Subdivision Guarantee prepared within 60 (sixty) days of the application date.
- Payment of the applicable review fee, which can be found on the Planning Department web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.


Applicant's Signature

11/19/2019
Date

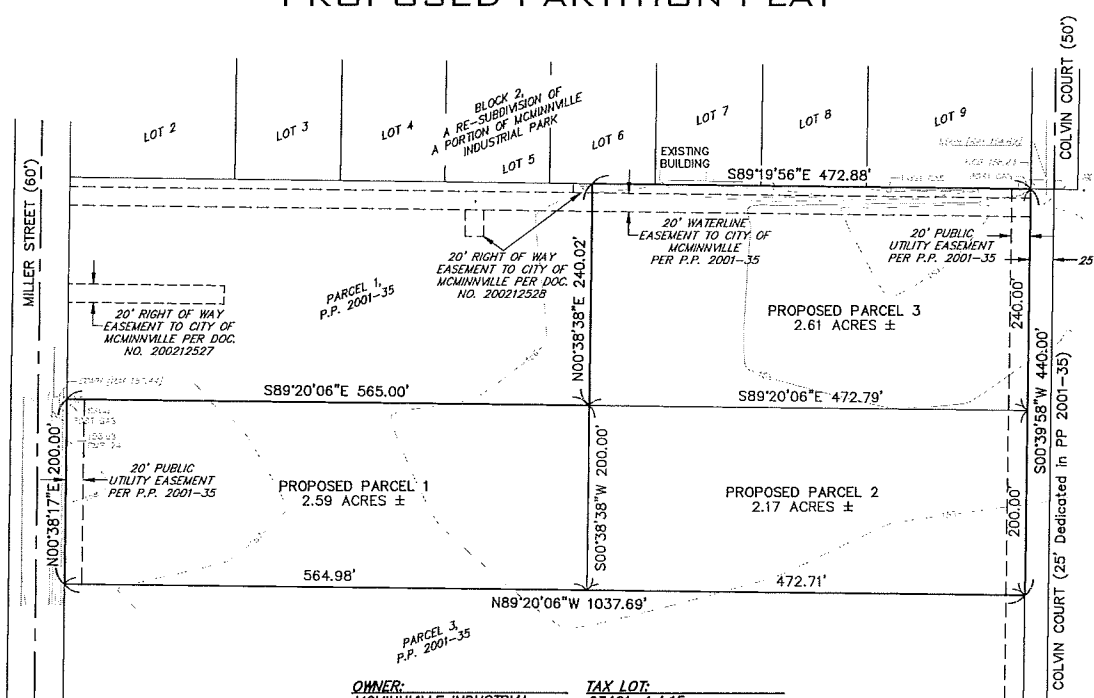

Property Owner's Signature

11/19/2019
Date

PROPOSED PARTITION PLAT



SCALE: 1"=100'



OWNER: MCMINNVILLE INDUSTRIAL PROMOTIONS INC PO BOX 328 MCMINNVILLE, OR 97128 (503) 472-5141	TAX LOT: 03401-4.4.15
ZONE: M2-GENERAL INDUSTRIAL	SITE ADDRESS: NA
TOTAL AREA: 321034 SQ. FT. (7.370 ACRES)	SURVEYOR: GREG WILSON BARKER SURVEYING 3657 KASHMIR WAY S.E. SALEM, OR 97317 (503) 588-8800 GREG@BARKERWILSON.COM





After recording return to:
McMinnville Industrial Promotions,
Inc.
1500 NE Miller St.
McMinnville, OR 97128

Until a change is requested all tax statements
shall be sent to the following address:
McMinnville Industrial Promotions, Inc.
1500 NE Miller St.
McMinnville, OR 97128

File No.: 1031-1762565 (LZ)
Date: September 22, 2011

THIS SPACE RESERVED FOR RECORDER'S USE

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK

2011-13343



\$46.00

10/14/2011 09:10:35 AM

DMR-DDMR Cnt=1 Stn=3 SUSIE
\$10.00 \$10.00 \$11.00 \$15.00

STATUTORY WARRANTY DEED

Richmond Baking Of Oregon Inc., an Oregon Corporation, who aquired title as Summit Food Group, an Oregon Corporation, Grantor, conveys and warrants to McMinnville Industrial Promotions, Inc. , Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Yamhill, State of Oregon, described as follows:

Parcel 1 and 2, of Partition Plat 2001-35, recorded September 12, 2001 as Instrument No. 200116111, Deed and Mortgage Records, Yamhill County, Oregon.

Subject to:

2011-2012 taxes a lien but not yet payable, The rights of the public in and to that portion of the premises herein described within the limits of streets, roads and highways, Agreement concerning road improvement cost reimbursement and the terms and conditions thereof recorded in Film Volume 312, Page 448, Waterline Easement and Utilities Easement as shown on Partition Plat 2001-35, Easement, including the terms and conditions contained in instrument No. 200212527, Easement, including the terms and conditions recorded in instrument 200212528.

The true consideration for this conveyance is **\$1,995,000.00**. (Here comply with requirements of ORS 93.030)

FIRST AMERICAN TITLE 1762565

APN: 128855

Statutory Warranty Deed
- continued

File No.: 1031-1762565 (LZ)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this 29 day of September, 2011.

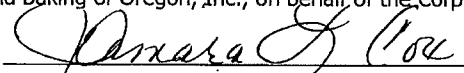
Richmond Baking of Oregon, Inc.



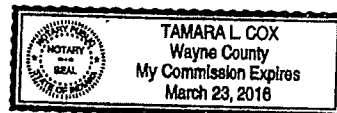
By: William M. Quigg, President

STATE OF Indiana)
)ss.
County of Wayne)

This instrument was acknowledged before me on this 29 day of September 2011 by William M. Quigg as President of Richmond Baking of Oregon, Inc., on behalf of the Corporation.



Notary Public for
My commission expires: 03 23 2016





First American

First American Title Insurance Company

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

**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:

Haugeberg, Rueter, Gowell, Fredricks, & Higgins, PC
P.O. Box 480
McMinnville, OR 97128
Phone: (503)472-5141
Fax: (503)472-4713

Date Prepared : September 25, 2019
Effective Date : 8:00 A.M on September 20, 2019
Order No. : 1039-3320865
Subdivision :

The information contained in this report is furnished by First American Title Insurance Company (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)

Parcel 2, of Partition Plat [2001-35](#), recorded September 12, 2001 as Instrument No. 200116111, Deed and Mortgage Records, Yamhill County, Oregon.

Map No.: R4415-03401
Tax Account No.: 520663

EXHIBIT "B"
(Vesting)

McMinnville Industrial Promotions, Inc.

EXHIBIT "C"
(Liens and Encumbrances)

1. Taxes for the fiscal year 2019-2020 a lien due, but not yet payable.
2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. Agreement Concerning Road Improvement Cost Reimbursement and the terms and conditions thereof:
Between: Joan Miller
And: Homette Corporation
Recording Information: July 15, 1994 in Film [Volume 312, Page 448](#), Deed and Mortgage Records

Amendment to Agreement for Future Road recorded September 14, 2001 as Instrument No. [200116186](#), Deed and Mortgage Records.

5. 20 foot wide water line easement as shown on Partition Plat [2001-35](#).
6. 20 foot wide Easement for public utilities as delineated on said plat.
7. Easement, including terms and conditions contained therein:
Granted to: City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its Water & Light Commission
For: Electric distribution
Recorded: June 27, 2002
Recording Information: Instrument No. [200212527](#), Deed and Mortgage Records
8. Easement, including terms and conditions contained therein:
Granted to: City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its Water & Light Commission
For: Electric distribution
Recorded: June 27, 2002
Recording Information: Instrument No. [200212528](#), Deed and Mortgage Records

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

Tax Amount: \$111.41
Map No.: R4415-03401
Property ID: 520663
Tax Code No.: 40.0

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 REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.
 - (b) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (c) 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. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.