

569-20-000384-Arg



City of McMinnville  
Planning Department  
231 NE Fifth Street • McMinnville, OR 97128  
(503) 434-7311 Office • (503) 474-4955 Fax  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

<b>Office Use Only:</b>	
File No.	MP 4.20
Date Received	7-7-2020
Fee	1381. <sup>00</sup>
Receipt No.	202637
Received by	SJS

## Partition Application

### Applicant Information

Applicant is:  Property Owner  Contract Buyer  Option Holder  Agent  Other \_\_\_\_\_

Applicant Name Matthew Primbs Phone 971 237 6529

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
*(If different than above)*

Address 711 NE Hwy 99W

City, State, Zip McMinnville OR 97128

Contact Email primbs22@gmail.com

### Property Owner Information

Property Owner Name Same Phone \_\_\_\_\_  
*(If different than above)*

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Email \_\_\_\_\_

### Site Location and Description

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

Property Address 711 NE Hwy 99W McMinnville OR

Assessor Map No. R4 16T. 4S. R4W Wm Total Site Area 1.44 Acres 97128

Subdivision North West 1/4 Section Block \_\_\_\_\_ Lot 4416 BC-2000

Comprehensive Plan Designation Com Zoning Designation City C-3

**General Description of Subject Property**

1. Proposed Parcel Size: #1 .77 #2 .67 #3 \_\_\_\_\_

2. Current Land Use: Business Sandwich Shop, Mechanic  
Auto Detail Locksmith

3. Purpose of the partition request: Create two Lots

4. Topography: \_\_\_\_\_

5. Method of Sewage Disposal: City  
(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: McMinnville Water & Light

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.

[Signature]  
Applicant's Signature

7/6/20  
Date

[Signature]  
Property Owner's Signature

7/6/20  
Date



# Tentative Partition Plat Map For: Matthew Primbs

Location: NW 1/4 SECTION 16 T. 4 S., R. 4 W., WM.,  
CITY OF McMINNVILLE  
Yamhill County, OR

Tax Lot: 4416BC - 2000

Date: 9 NOVEMBER 2020

ZONING: C - 3

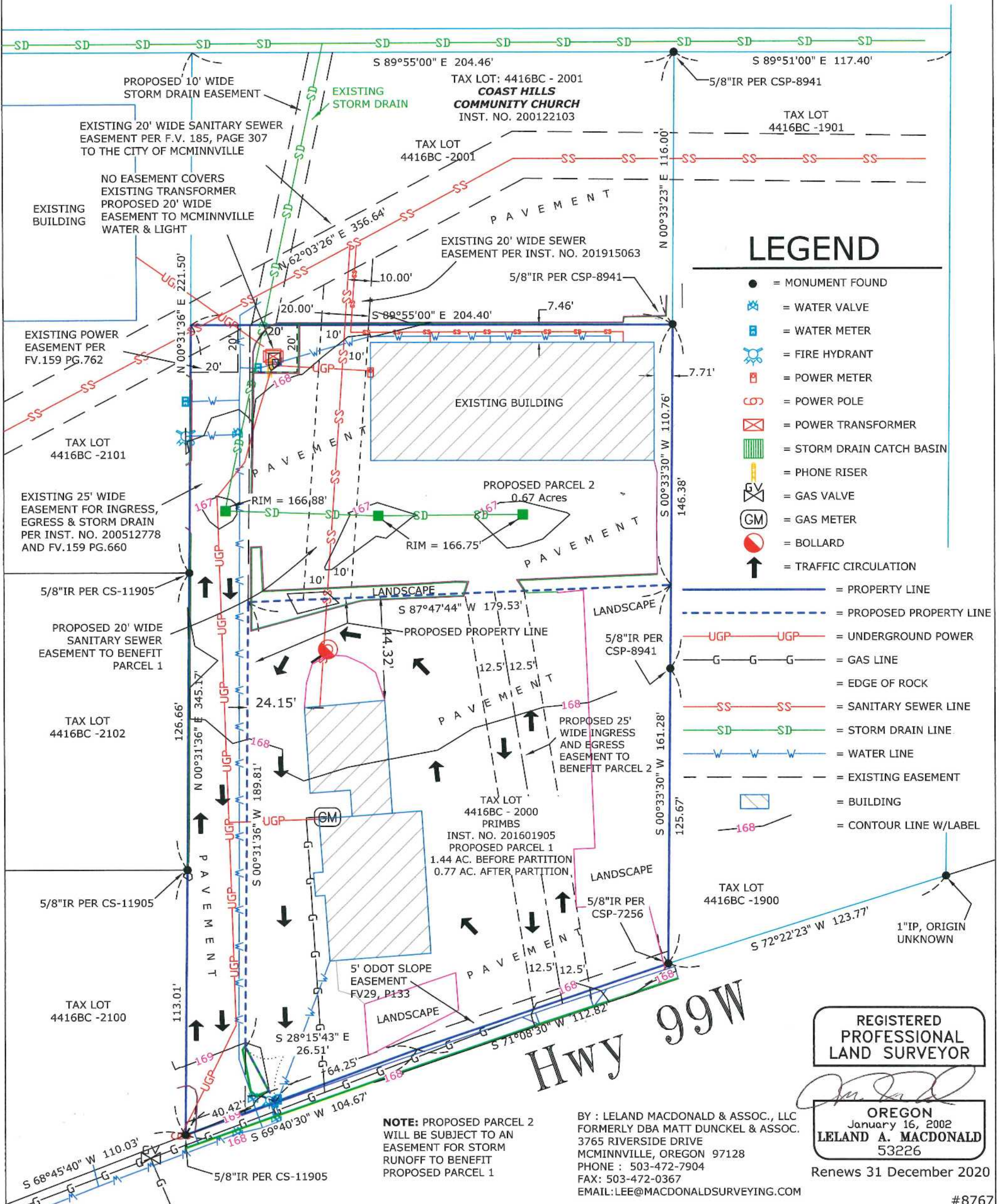
OWNER: MATTHEW PRIMBS

PHONE: 971-237-6529

SITE ADDRESS: 711 NE HIGHWAY 99  
McMINNVILLE, OR 97128



SCALE: 1" = 40'



## LEGEND

- = MONUMENT FOUND
- ⊗ = WATER VALVE
- ⊠ = WATER METER
- ⊕ = FIRE HYDRANT
- ⊞ = POWER METER
- ⊟ = POWER POLE
- ⊠ = POWER TRANSFORMER
- ⊡ = STORM DRAIN CATCH BASIN
- ⊢ = PHONE RISER
- ⊣ = GAS VALVE
- ⊤ = GAS METER
- ⊥ = BOLLARD
- ↑ = TRAFFIC CIRCULATION
- = PROPERTY LINE
- - - = PROPOSED PROPERTY LINE
- UGP-UGP = UNDERGROUND POWER
- G-G-G = GAS LINE
- - - = EDGE OF ROCK
- SS-SS = SANITARY SEWER LINE
- SD-SD = STORM DRAIN LINE
- W-W-W = WATER LINE
- - - = EXISTING EASEMENT
- ▭ = BUILDING
- 168 = CONTOUR LINE W/LABEL

**NOTE:** PROPOSED PARCEL 2 WILL BE SUBJECT TO AN EASEMENT FOR STORM RUNOFF TO BENEFIT PROPOSED PARCEL 1

BY : LELAND MACDONALD & ASSOC., LLC  
FORMERLY DBA MATT DUNCKEL & ASSOC.  
3765 RIVERSIDE DRIVE  
MCMINNVILLE, OREGON 97128  
PHONE : 503-472-7904  
FAX: 503-472-0367  
EMAIL: LEE@MACDONALDSURVEYING.COM

REGISTERED PROFESSIONAL LAND SURVEYOR

*Leland A. Macdonald*

OREGON  
January 16, 2002  
LELAND A. MACDONALD  
53226

Renews 31 December 2020





**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 THE FOLLOWING CUSTOMER:

Matt Primbs  
Phone No.: (971)237-6529

Date Prepared: July 7, 2020  
Effective Date: July 1, 2020 / 08:00 AM  
Charge: \$25.00  
Order No.: 471818076324  
Reference: 711 NE Highway 99W

The information contained in this report is furnished to the Customer 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 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 ("the 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 "B" 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 "C" 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 "D" attached hereto and by this reference made a part hereof.

**EXHIBIT "A"**  
**(Land Description)**

PARCEL 1:

Beginning at a point 10 feet South and 117.60 feet West of the Northeast corner of Lot 3 of JOPLING'S SUBDIVISION in Yamhill County, Oregon; thence South parallel to the East line of said Lot No. 3 of JOPLING'S SUBDIVISION, 390.1 feet to the Northerly line of the right of way of Oregon State Highway No. 99W; thence South 71°15' West along the Northerly line of said Highway, 112.70 feet; thence North parallel to the East line of said Lot 3, a distance of 426.3 feet to a point 10 feet South of the North line of said Lot No. 3 of JOPLING'S SUBDIVISION; thence East parallel to said North line 106.70 feet to the Point of Beginning.

PARCEL 2:

Beginning at an iron pipe set 10 feet South and 224.3 feet South 89°35' West from the Northeast corner of said Lot No. 3 of JOPLING'S SUBDIVISION in Yamhill County, Oregon; thence South 426.3 feet to an iron pipe set on the Northerly margin of present State Highway; thence Southwesterly following the Northerly margin of said Highway in spiral curve, the long chord of which bears South 69°47' West 104.55 feet; thence North 461.7 feet to stake set 10.0 feet South of the North line of said Lot No. 3; thence North 89°35' East, parallel to and 10 feet South of said North line, 98.1 feet to the Point of Beginning.

SAVE AND EXCEPTING FROM PARCELS 1 AND 2 ABOVE the Northerly 116 feet thereof, as described in Deed to Amundson recorded March 6, 1981 in Film Volume 159, Page 660, Deed and Mortgage Records.

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471818076324

**EXHIBIT "B"**  
**(Tax Account and Map)**

APN/Parcel ID(s) 131574 as well as Tax/Map ID(s) R4416BC 02000

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471818076324

**EXHIBIT "C"**  
**(Vesting)**

Matthew J. Primbs

**EXHIBIT "D"**  
**(Liens and Encumbrances)**

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

Fiscal Year: 2019-2020  
Amount: \$14,332.72  
Levy Code: 40.0  
Account No.: 131574  
Map No.: R4416BC 02000

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 2020-2021.
2. City Liens, if any, in favor of the City of McMinnville.
3. Any right, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  

Granted to: City of McMinnville  
Purpose: Sanitary sewer and other public utilities  
Recording Date: September 4, 1957  
Recording No: Book 185, Page 307  
Affects: Reference is hereby made to said document for full particulars
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  

Granted to: State of Oregon, by and through its State Highway Commission  
Purpose: Slopes  
Recording Date: March 25, 1963  
Recording No: Film Volume 29, Page 133  
Affects: Reference is hereby made to said document for full particulars
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  

Granted to: McMinnville Water & Light Commission  
Purpose: Power transformers and underground conduit  
Recording Date: March 10, 1981  
Recording No: Film Volume 159, Page 762  
Affects: Reference is hereby made to said document for full particulars
7. Maintenance Agreement  

Executed by: Stan Amundson, Sharon Amundson, Harry Cure, Maria Cure and Eastgate Theaters, Inc., an Oregon corporation  
Recording Date: January 6, 1983  
Recording No.: Film Volume 174, Page 793



**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Big Rock Ventures, LLC, a Washington limited liability company  
Purpose: Ingress, egress and storm drain  
Recording Date: June 21, 2005  
Recording No: 200512778  
Affects: Reference is hereby made to said document for full particulars

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

Amount: \$721,800.00  
Dated: August 20, 2012  
Trustor/Grantor: Mary E. Primbs and Matthew J. Primbs  
Trustee: AmeriTitle  
Beneficiary: Columbia State Bank  
Loan No.: 1111005959  
Recording Date: August 23, 2012  
Recording No.: 2012-11848

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Matthew J. Primbs and Columbia State Bank  
Recording Date: December 14, 2016  
Recording No: 201619292

10. Subordination Agreement regarding Default Charges and Creditors' Agreement

Executed by: Columbia State Bank and Evergreen Business Capital  
Recording Date: September 7, 2012  
Recording No.: 2012-12684

11. An assignment of all the moneys due, or to become due as rental, as additional security for the obligations secured by deed of trust at exception no. 9.

Assigned to: Columbia State Bank  
Recording Date: August 23, 2012  
Recording No: 2012-11849

12. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease  
Lessor: Matthew J. Primbs and Mary E. Primbs  
Lessee: Primbs 1, Inc.  
Recording Date: August 23, 2012  
Recording No: 2012-11852

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

An agreement recorded August 23, 2012 at 2012-11853 which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: August 23, 2012  
Recording No.: 2012-11850

13. A financing statement as follows:

Debtor: Mary E. Primbs and Matthew J. Primbs  
Secured Party: Columbia State Bank  
Recording Date: January 10, 2013  
Recording No: 2013-00418

Notice of Continuation of said Financing Statement

Recording Date: November 13, 2017  
Recording No.: 201718070

14. A judgment for installment payments of child support, to be made by:

Amount: \$295.00 monthly  
Debtor: Matthew John Primbs  
Creditor: Mary Elma Primbs  
Date entered: February 16, 2016  
County: Yamhill  
Court: Circuit  
Case No.: 14DR06107

15. A judgment for installment payments of spousal support, to be made by:

Amount: \$3,500.00 per month  
Debtor: Matthew John Primbs  
Creditor: Mary Elma Primbs  
Date entered: February 16, 2016  
County: Yamhill  
Court: Circuit  
Case No.: 14DR06107

16. [Intentionally Deleted]

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

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

Amount: \$300,000.00  
Dated: March 28, 2018  
Trustor/Grantor: Matthew J. Primbs  
Trustee: First American Title Insurance Company  
Beneficiary: Columbia State Bank  
Loan No.: 1823513  
Recording Date: April 9, 2018  
Recording No.: 201804915

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.

An assignment of all the moneys due, or to become due as rental, as additional security for the obligations secured by deed of trust shown as item no. 17

Assigned to: Columbia State Bank  
Recording Date: April 9, 2018  
Recording No: 201804916

Amendment to said trust deed for a credit limit increase

Executed by: Matthew J. Primbs and Columbia State Bank  
New Principal Amount: \$530,000.00  
Recording Date: May 6, 2019  
Recording No: 201905552

18. Note: Completion Notice

Recording Date: June 25, 2019  
Recording No.: 201908174

19. Sewer Drainage Easement and Maintenance Agreement, including the terms and provisions thereof

Executed by: MAPS0815, LLC, an Oregon limited liability company and Coast Hills Community Church, LLC, an Oregon limited liability company  
Recording Date: October 16, 2019  
Recording No.: 201915063  
Affects: Northwesterly corner - Reference is hereby made to said document for full particulars



## 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 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 of 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.

**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.

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471818076324

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



AFTER RECORDING, RETURN TO:

Brent J. Goodfellow  
Goodfellow Law  
105 NE 4<sup>th</sup> Street  
McMinnville, OR 97128-0626

OFFICIAL YAMHILL COUNTY RECORDS  
BRIAN VAN BERGEN, COUNTY CLERK

201915063



\$131.00

10/16/2019 03:07:46 PM

DMR-EDMR Cnt=2 Stn=3 SUTTONS  
\$5.00 \$50.00 \$5.00 \$11.00 \$60.00

## SEWER DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT

This Sewer Drainage Easement and Maintenance Agreement (the "Agreement") is made and entered into effective as of July 1, 2019, by and between MAPS0815, LLC, an Oregon limited liability company, its successors, transferees and assigns (collectively "MAPS") and Coast Hills Community Church, LLC, an Oregon limited liability company, its successors, transferees and assigns (collectively "Coast Hills").

### Recitals

A. MAPS is the owner of the real property described on Exhibit "A" attached hereto and incorporated as if fully set forth herein (the "MAPS Property").

B. Coast Hills is the owner of the real property described on Exhibit "B" attached hereto and incorporated as if fully set forth herein (the "Coast Hills Property").

C. MAPS is in need of an easement for the sole purpose of permitting a sewage line from the MAPS Property to run into a portion of the existing sewage line system located on the Coast Hills Property. Coast Hills is agreed to provide MAPS with such an easement on the terms and conditions set forth in this Agreement.

### Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**Section 1. Grant of Easement.** Coast Hills Property hereby grants to MAPS, and solely in favor of and for the benefit of the MAPS Property, a non-exclusive below grade easement against a portion of the Coast Hills Property, the location of which is more particularly described on Exhibit "C" attached hereto and incorporated as if fully set forth herein (the "Easement Area"), subject to all liens and encumbrances against the Coast Hills Property of record as of the date of recording of this Agreement. The sole and exclusive purpose of this easement shall be to permit a sewage line (as may be defined by the applicable governmental authorities) into a portion of the existing sewage line system located on the Coast Hills Property. The easement set forth in this Section 1 is for the benefit of the MAPS Property and is intended to be perpetual and run with the land.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

## **Section 2. Costs and Expenses.**

**2.1** MAPS shall be solely and exclusively responsible for the payment of all costs of any kind relating to the construction, maintenance and use of the improvements in the Easement Area up to the first connection point of the storm water drainage system on the Coast Hills Property. The general appearance and location of all improvements made in the Easement Area must be approved, in advance of any construction, in writing, by Coast Hills which approval shall not be unreasonably withheld, delayed or conditioned.

**2.2** MAPS shall indemnify and defend Coast Hills and all persons or entities affiliated with Coast Hills, and any and all tenants of the Coast Hills Property, from and against all claims (including but not limited to, claims for personal injury and property damage), costs, and attorney fees and expenses, of any kind relating to the construction, maintenance or use of the improvements by MAPS, in the Easement Area.

**Section 3. Access to the Easement Area.** MAPS shall have the right, upon reasonable notice to Coast Hills to enter upon the Coast Hills Property for the purposes of construction, installation, maintenance, reconstruction, replacement and repair of the improvements to be constructed in the Easement Area; provided, however, that any disturbance of or damage to the surface of the Coast Hills Property caused thereby shall be restored to the condition existing prior to such entry. Whether MAPS has satisfied its obligation hereunder shall be determined by both parties, or if they cannot agree, by a independent third-party, chosen by the parties to this Agreement.

**Section 4. Maintenance.** MAPS shall be solely and exclusively responsible for the maintenance of all improvements in the Easement Area constructed for the purpose of servicing the needs of the MAPS Property in accordance with this Agreement.

**Section 5. Approval of Lender.** Coast Hills will use reasonable efforts to obtain from First Federal Bank, which lender holds a first trust deed against the Coast Hills Property, to execute and deliver a consent and subordination to this Agreement. The failure of Coast Hills to obtain such consent shall not affect the enforceability of this Agreement, and shall not expose Coast Hills to any claim by MAPS for such failure.

**Section 6. Lien to Secure Payment.** The obligations of MAPS shall be enforceable by any appropriate proceeding at law or in equity, including but not limited to proceedings seeking damages, injunctive relief or specific performance.

## **Section 7. Miscellaneous Provisions.**

**7.1 Attorney Fees.** In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, including, but not limited to, any action or participation by MAPS in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal whether or not taxable as costs, including, without limitation, attorney





With a copy to:

---

---

---

---

Any notice or other communication hereunder shall be deemed given on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery to the address of the addressee, if sent by mail or courier service (such as Federal Express). Notice may also be given by telecopier or facsimile to any party having a telecopier or facsimile machine compatible with the telecopier or facsimile machine of the party sending the notice.

Any notice given by telecopier or facsimile shall be deemed delivered when received by the telecopier or facsimile machine of the receiving party if received before 5:00 p.m. (Pacific Time) on the business day received, or if received after 5:00 p.m. (Pacific Time), or if telecopied on a day other than a business day (i.e., a Saturday, Sunday or legal holiday), then such notice shall be deemed delivered on the next following business day.

The transmittal confirmation receipt produced by the telecopier or facsimile machine of the sending party shall be prima facie evidence of such receipt. Any party may change its address or telecopier or facsimile number for purposes of this subsection by giving notice to the other party. If a "copy party" is designated, service of notice shall not be deemed given to the designated party unless and until the "copy party" is also given such notice in accordance with this subsection.

**7.7 Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersede all other prior or concurrent oral or written letters, agreements or understandings relating to the subject matter herein.

**7.8 Governing Law.** The laws of the State of Oregon shall govern in the interpretation, enforcement and all other aspects of this Agreement.

**7.9 Headings of Sections.** The headings of sections and subsections in this Agreement are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

**7.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**7.11 Severability.** Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

**Section 8. Arbitration.**

The parties hereto agree that all disputes, claims and controversies between them, arising from this Agreement and any and all documentation executed by the parties pursuant to this Agreement, including without limitation contract and tort disputes, shall be arbitrated pursuant to the rules of the Arbitration of Service, Portland, Inc., upon request of either party, which shall be held at McMinnville, Oregon. No act to take or dispose of any collateral securing the obligations of MAPS and any then owner of the MAPS Property shall constitute waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief on temporary restraining order; foreclosing of the lien granted herein. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. Oregon law shall apply to the construction, interpretation and enforcement of this arbitration provision.

**Section 9. Reimbursement of Coast Hills Expenses.** It shall be a condition to the enforceability of this Agreement and the right to record this Agreement that MAPS reimburse Coast Hills for any and all costs and expenses incurred in connection with the negotiation and preparation of this Agreement, including, but not limited to, attorney fees and costs and surveyor fees. All such fees and costs shall be paid contemporaneously with the execution of this Agreement by MAPS. MAPS shall also be responsible for the payment of the fee for the recording of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

MAPS0815, LLC

By: \_\_\_\_\_

Matt Primbs, Managing Member

Coast Hills Community Church, LLC

By: \_\_\_\_\_

Dean Yoder, Authorized Member

*[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]*

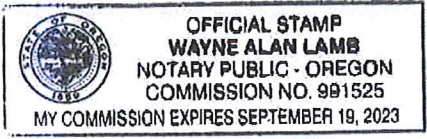


STATE OF OREGON            )  
  )    ss.  
County of Yamhill            )

30th

BE IT REMEMBERED, That on this 19 day of Septemeber, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Matt Primbs, known to me to be the identical individual who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purpose therein mentioned as the Manager for MAPS0815, LLC, an Oregon limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

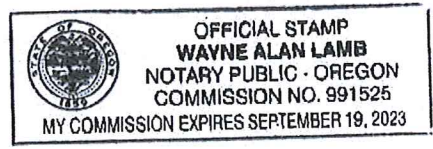


Wayne Alan Lamb  
Notary Public - State of Oregon  
My Commission Expires: 9/19/2023

STATE OF OREGON            )  
  )    ss.  
County of Yamhill            )

BE IT REMEMBERED, That on this 4th day of October, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dean Yoder, known to me to be the identical individual who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purpose therein mentioned as an authorized Member for Coast Hills Community Church, LLC, an Oregon limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Wayne Alan Lamb  
Notary Public - State of Oregon  
My Commission Expires: 9/19/2023

**Exhibit "A" (the "MAPS Property").**

NW 1/4 Section 16, T. 4S., R. 4 W., WM.,  
City of McMinnville  
Yamhill County, OR

Tax Lot: 4416BC - 2000

**Exhibit "B" (the "Coast Hills Property").**

NW 1/4 Section 16, T. 4S., R. 4 W., WM.,  
City of McMinnville  
Yamhill County, OR

Tax Lot: 4416BC - 2101

RENEWS 31 DECEMBER 2020

Leland MacDonald & Assoc., LLC  
Land Surveyors  
3765 Riverside Drive  
McMinnville, OR 97128  
Phone: 472-7904  
Fax: 472-0367

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR


  
OREGON  
JANUARY 16, 2002  
Leland A. MacDonald  
53226

EXHIBIT "C"

4 June 2019

Description of real property for: Coast Hills Community Church & Matt  
Primbs: Easement description

An easement located in Section 16, Township 4 South, Range 4 West of the  
Willamette Meridian, in the City of McMinnville, Yamhill County, Oregon,  
being 20 feet in width, lying 10 feet each side of the centerline thereof, said  
centerline being more particularly described as follows:

Commencing at an iron rod marking the southeast corner of that tract of land  
conveyed to Coast Hills Community Church, recorded December 12, 2001, in  
Instrument No. 200122103, Deed Records of Yamhill County, Oregon; thence  
along the south line of said tract North 89°55'00" West 139.07 feet to the  
POINT OF BEGINNING; thence leaving said south line North 03°55'10" East  
34.52 feet to a point in the centerline of an existing sanitary sewer easement  
benefiting said City of McMinnville, recorded July 31, 1957, in Film Volume  
185, Page 307, Deed Records of Yamhill County, Oregon; as shown on a map  
attached, hereto and made a part thereof, the sidelines of said easement to  
extend and shorten with the southerly sideline of said existing easement and  
the south line of said Coast Hills Community Church tract.

Basis of Bearing for this description per CSP-7770

End of Description

Easement Map for:

EXHIBIT "C"

# Coast Hills Community Church & Matt Primbs







Location: NW 1/4 Section 16, T. 4 S., R. 4 W., WM.,  
City of McMinnville  
Yamhill County, OR

## Legend

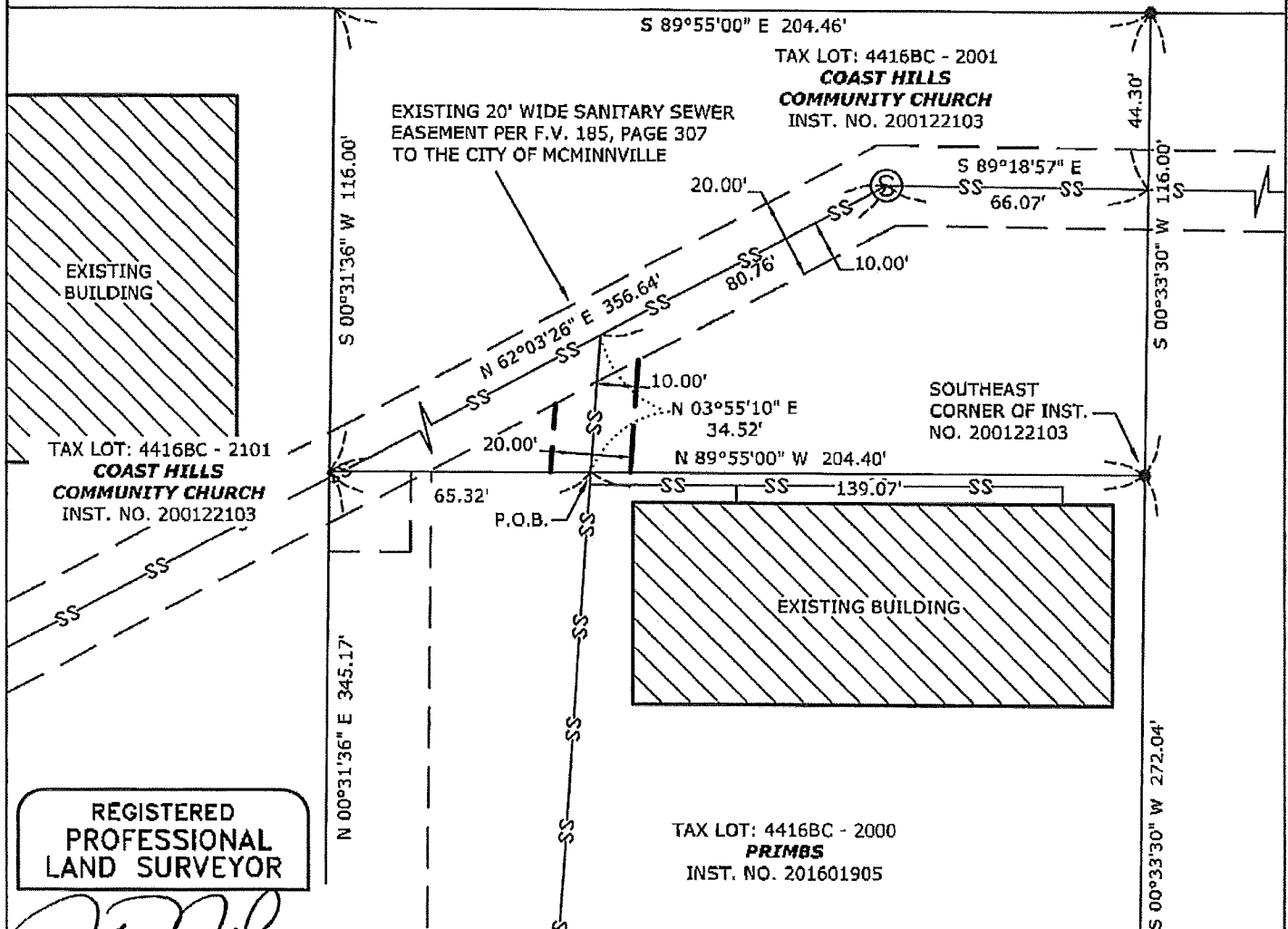
Tax Lot: 4416BC - 2000, 2001

Date: 4 JUNE 2019

Scale: 1" = 40'

-  = MONUMENT FOUND, 5/8" IRON ROD PER CSP-8941
-  = EXISTING EASEMENT
-  = PROPOSED EASEMENT
-  = EXISTING SANITARY SEWER LINE
-  = EXISTING SANITARY SEWER MANHOLE
-  = POINT OF BEGINNING

North



**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Leland A. Macdonald*  
**OREGON**  
January 16, 2002  
**LELAND A. MACDONALD**  
53226

BY : LELAND MACDONALD & ASSOC., LLC  
FORMERLY DBA MATT DUNCKEL & ASSOC.  
3765 RIVERSIDE DRIVE  
MCMINNVILLE, OREGON 97128  
PHONE : 503-472-7904  
FAX: 503-472-0367  
EMAIL: LEE@MACDONALDSURVEYING.COM

Renews 31 December 2020