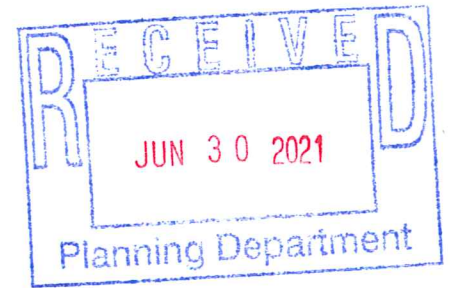


Follow up from Public Hearing MP-20
Steve & Mary Allen
835 SW Hilary Street, McMinnville OR
maryballen5@gmail.com
971 237 1461 Steve Cell



Packet includes

Letter to planning Department from Steve and Mary Allen

17.53.060 Submission of Tentative Partition Plan

1 - 11 x 15 copy of Tentative Partition Map
15 - 8 ½ x 11 Tentative Partition Map

Answers to points 8-12 as requested by Planning Department

8. New Title report from Ticor Title 1 copy
9. "Contour lines related to City Datum and having minimum intervals of two feet". Tentative Partition Map
- 10."Location and direction of water courses and location of areas within the 100 year flood plain". Tentative Partition Map
11. "Location of any natural features." On Tentative Partition Map
12. "Source and preliminary plans for domestic and other water supplies, sewage disposal . . . " On Tentative Partition Map

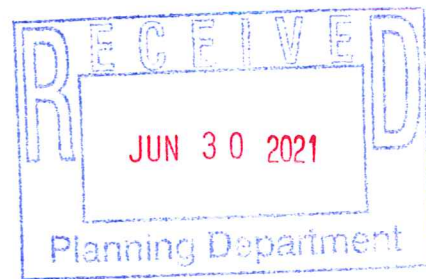
17.53.080 Submission of Future Development Plan

- A. Future lot size.
- B. Existing and proposed utilities including water, sewer and storm drains.
- C. Streets and access points for potential future lots.

Tentative Partition Shadow Plat map.

1 - 11 x 15 Tentative Partition Shadow Plat Map
15 - 8 ½ X 11 Tentative Partition Shadow Plat Map

Planning Department
Jamie Fleckenstein, Associate Planner
231 NE 5th Street
McMinnville, OR 97128
jamiefleckenstein@mcminnvilleoregon.gov
June 25, 2021



We are writing to respond to the recent Zoom meeting to our partition of MP 6-20. First some history about our family and our property.

We have a long family history of support for the McMinnville community and are proud to say that our 7 grandchildren are the 6th generation to be raised here. In 1977 we opened a small business and operated it in McMinnville for 38 years. Throughout these years we were involved in our church, community projects, and various organizations. We purchased our property on Hilary Street in 1991 and built our home here in 1994.

In 2001 we were asked by Delane Smith, the owner of the property north of parcel 2 if we would accept a easement through their property and to vacate the access to our property. The property owners before him had built their home and garage on the city's right of way. In order to prevent removal of their residence and partition the Smith's land into additional lots they needed an easement as a remedy. We agreed after getting assurance from the city that the easement would allow us to develop our lots accessed by it, one of them being parcel 2. Twenty years ago, after the city's approval of our easement and our future lots, with the expressed intention to develop these lots, we paid to install water, electric, gas, and cable lines from Fellows Street to the northwest corner of our property.

We love the location of our property in the heart of McMinnville and bought it with the intention to develop it. At the time of purchase the property was zoned R2 and remains R2 today. In 2020 we had a survey done to make sure the partition parcels are the correct size and shape to comply with city code.

We are meeting all the criteria for a partition of our property MP 6-20 by updating and completing the concerns presented at the zoom meeting. Over the past thirty years we have maintained the property and paid city property taxes for this parcel. Developing this property will contribute to the City of McMinnville's goal as stated in the City Charter under housing opportunities and the City Center Housing strategy (page 9 Housing Needs) by creating "dense and diverse housing opportunities" for the people of our growing community.

This property will provide housing that will benefit the greater community. This is an opportunity for another deserving family to live among the trees in our beautiful community.

Steve & Mary Allen
835 SW Hilary Street
McMinnville, OR 97128
971-237-1461 Steve cell



**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:

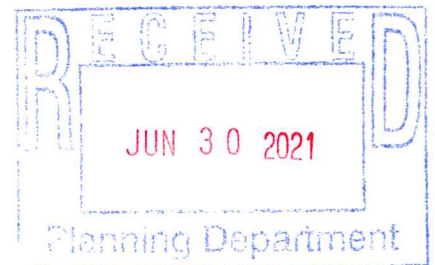
Mary Bernards Allen
Phone No.: (971)237-6164

Date Prepared: June 29, 2021
Effective Date: June 25, 2021 / 08:00 AM
Charge: \$350.00
Order No.: 471821108812
Reference: 835 SW Hilary St, McMinnville, OR 97128

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.



Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 471821108812

EXHIBIT "A"
(Land Description)

All of Block L; Lot 3, Block K; and Lots 1 and 2, Block M, COZINES 3RD ADDITION TO MCMINNVILLE, in the County of Yamhill, State of Oregon.

TOGETHER WITH that portion of Euclid Street inuring thereto by reason of vacation thereof as recorded in Book 14, page 303, City Court Journal.

ALSO TOGETHER WITH that portion of Hilary Street insuring thereto by reason of vacation thereof as recorded April 27, 2009 as Instrument No. 200906040, Yamhill County Records.

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 471821108812

EXHIBIT "B"
(Tax Account and Map)

APN/Parcel ID(s) 173369 as well as Tax/Map ID(s) R4429AB01600

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 471821108812

EXHIBIT "C"
(Vesting)

Steven D. Allen and Mary M. Allen, as tenants by the entirety, as to that portion lying within Lots 1 and 2, Block M;

Steven D. Allen and Mary Bernards Allen, Co-Trustees, or the successor Trustee under the Steven D. Allen and Mary Bernards Allen Joint Trust dated July 6, 2016, and any amendments thereto, as to the remainder

EXHIBIT "D"
(Liens and Encumbrances)

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

Fiscal Year: 2020-2021
Amount: \$7,935.75
Levy Code: 40.0
Account No.: 173369
Map No.: R4429AB 01600

1. City Liens, if any, in favor of the City of McMinnville.
2. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Cozine Creek.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Cozine Creek.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Cozine Creek.

3. Any irregularities, reservations, easements or other matters in the proceedings occasioning the abandonment or vacation of the street/road shown below:

Name: Euclid Street and Ashwood Street
Recording Date: September 9, 1957
Recording No: Book 185, Page 368, Deed Records

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
Recording Date: December 3, 1974
Recording No: Film Volume 103, Page 1354
Affects: Reference is hereby made to said document for full particulars

5. Matters contained in that certain Driveway Construction and Maintenance Agreement which document, among other things, may provide for liens and charges.

Executed by: Delane Smith, Sandra Smith, Steve Allen and Mary Bernards Allen
Recording Date: January 16, 2001
Recording No: 200100600

Reference is hereby made to said document for full particulars.

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

6. Any irregularities, reservations, easements or other matters in the proceedings occasioning the abandonment or vacation of the street/road shown below:

Name: Hilary Street
Recording Date: April 27, 2009
Recording No: 200906040

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

Amount: \$130,000.00
Dated: September 24, 2020
Trustor/Grantor: Steven D. Allen and Mary Bernards Allen, Co-Trustees, or the successor Trustee under the Steven D. Allen and Mary Bernards Allen Joint Trust dated July 6, 2016, and any amendments thereto
Trustee: David C. Haugeberg
Beneficiary: First Federal Savings & Loan Association of McMinnville
Loan No.: 1010013181
Recording Date: September 29, 2020
Recording No: 202017185

8. A line of credit deed of trust to secure an indebtedness in the amount shown below,

Amount: \$40,000.00
Dated: September 24, 2020
Trustor/Grantor: Steven D. Allen and Mary Bernards Allen, Co-Trustees, or the successor Trustee under the Steven D. Allen and Mary Bernards Allen Joint Trust dated July 6, 2016, and any amendments thereto
Trustee: David C. Haugeberg
Beneficiary: First Federal Savings & Loan of McMinnville
Loan No.: 1010013280
Recording Date: September 29, 2020
Recording No: 202017186

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.

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

ASSESSMENT PURPOSE ONLY

YAMHILL CO

1" = 100'

SEE MAP 4 4 20CD

GILSON ST

1600
7.22 AC.



COZINE'S

1500

1300

900

C S I O 4 0 7

1400

1000

1101

40.0

1200

CS 969

VAC ORD 4914

HILARY

2102

2101

1900

C S P 6 3 5 2

2100

2000

N

2201

2200



ParcelID: 173369

835 SW Hilary St

McMinnville, OR 97128

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.

1991 FEB 13 AM 11:05

F252P0083

WARRANTY DEED - OREGON STATUTORY FORM

THEODORE L. SCHROEDER JR. and LINDA J. SCHROEDER, GRANTOR, hereby conveys and warrants to STEVEN D. ALLEN and MARY M. ALLEN, husband and wife, GRANTEE, the following described real property situated in Yamhill County, Oregon:

All of Block "L" and Lot 3, Block "K", and Lots 1 and 2, Block "M" in COZINES 3RD ADDITION to McMinnville in Yamhill County, Oregon, together with that portion of Euclid Street inuring thereto by reason of vacation thereof as recorded in Book 14, Page 303 of the City Court Journal.

Grantor covenants that they own the above described property free of all encumbrances except the rights of the public, riparian owners and of governmental bodies in that portion of the above described property lying below the high water mark of Cozine Creek as to the use of the waters and the natural flow thereof and easement created by instrument recorded at FV 103, Page 1354, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$48,000.00.

THIS INSTRUMENT WILL 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 APPROVED USES.

Dated this 6 day of February, 1991.

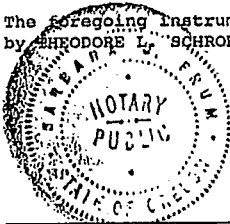
Theodore L. Schroeder Jr.
THEODORE L. SCHROEDER JR.

Linda J. Schroeder
LINDA J. SCHROEDER

YAMHILL COUNTY TITLE & ESCROW INC. 126757

STATE OF OREGON, County of Yamhill) ss.

The foregoing instrument was acknowledged before me this February 6, 1991 by THEODORE L. SCHROEDER JR. / LINDA J. SCHROEDER.
Before me:



Barbara J. Farnum
My Commission Expires Feb 14, 1991

Grantor's Name THEODORE L. SCHROEDER JR. LINDA J. SCHROEDER
Grantee's Name and Address STEVEN D. ALLEN MARY M. ALLEN 1208 S. BAKER STREET MCMINNVILLE, OR 97128
After Recording Return To: STEVEN D. ALLEN MARY M. ALLEN 1208 S. BAKER STREET MCMINNVILLE, OR 97128
Forward Tax Statements To: STEVEN D. ALLEN MARY M. ALLEN 1208 S. BAKER STREET MCMINNVILLE, OR 97128

RESERVED FOR RECORDER'S USE

001220

STATE OF OREGON)
COUNTY OF YAMHILL)

5.00
10.00
ss. 25.00

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Instrument #

Charles Stern
CHARLES STERN,
COUNTY CLERK

2-13-91

**AFTER RECORDING RETURN TO:
MOORE & WELLIVER
2002 PACIFIC AVENUE
FOREST GROVE, OR 97116**

**SEND TAX STATEMENTS TO:
NO CHANGE**

**OFFICIAL YAMHILL COUNTY RECORDS
BRIAN VAN BERGEN, COUNTY CLERK**

201610356



\$46.00

00488846201600103560020026

07/08/2016 11:29:36 AM

**DMR-DDMR Cnt=1 Stn=3 SUTTONS
\$10.00 \$5.00 \$11.00 \$20.00**

BARGAIN AND SALE DEED

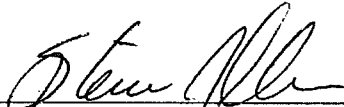
STEVEN D. ALLEN and MARY M. ALLEN, husband and wife, Grantor, hereby convey to STEVEN D. ALLEN and MARY BERNARDS ALLEN, Co-Trustees, or the successor Trustee under the STEVEN D. ALLEN AND MARY BERNARDS ALLEN JOINT TRUST dated July 6, 2016, and any amendments thereto, Grantee, all of Grantors' right, title and interest in and to the real property situated in Yamhill County, Oregon, being more particularly described as follows:

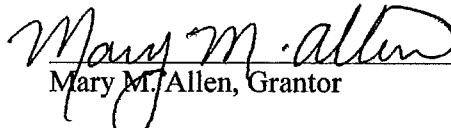
All of Block "L" and Lot 3, Block "K" in COZINES 3RD ADDITION to McMinnville in Yamhill County, Oregon, together with that portion of Euclid Street and Ashwood Street inuring thereto by reason of vacation thereof as recorded in Book 14, Page 303 of the City Court Journal, Recorded September 9, 1957, Film Volume 185, Page 368, Deed and Mortgage Records, Yamhill County, Oregon.

The true consideration for this conveyance is \$0. The purpose of this Bargain and Sale Deed is to transfer all of Grantors' right, title, and interest in the property described above to the Grantors' Joint Revocable Living Trust as an estate planning transfer.

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, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

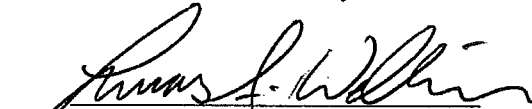

Steven D. Allen, Grantor

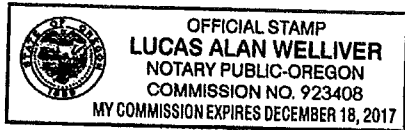

Mary M. Allen, Grantor

STATE OF OREGON)
) ss July 6, 2016
County of Washington)

Personally appeared the above named Steven D. Allen and Mary M. Allen and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:


Notary Public for Oregon



RECEIVED
JUN 30 2021
Planning Department

Tentative Partition Map for: Steve & Mary Allen

Location: NE 1/4 Section 29, T. 4 S., R. 4 W., WM.,
Block L, Lot 3 of Block K, Lots 1 & 2 of Block M
COZINE'S 3RD ADDITION
City of McMinnville, Yamhill County, OR

Tax Lot: 4429AB - 1600

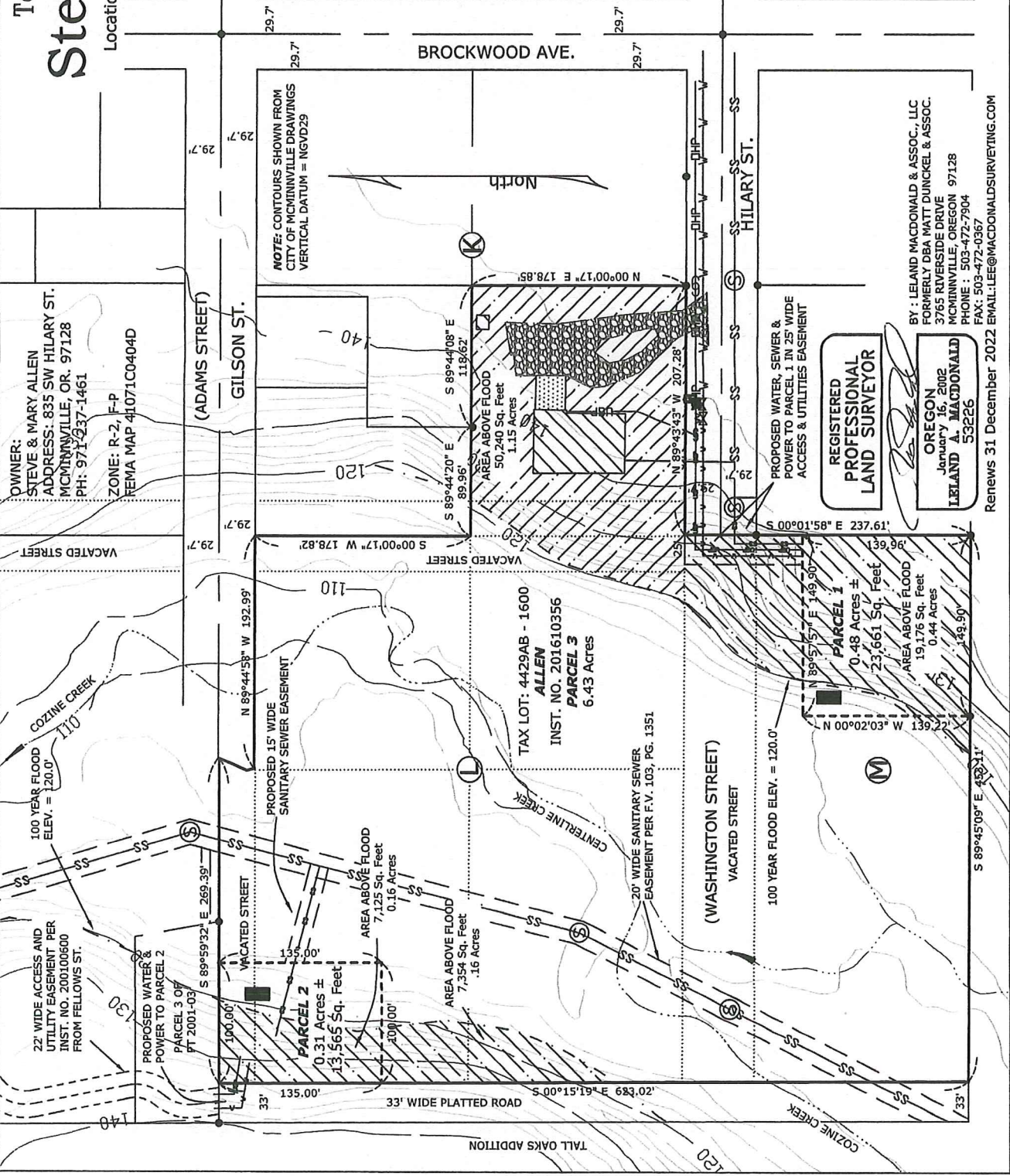
Date: 28 JUNE 2021

Scale: 1" = 80'



Legend

- = MONUMENT FOUND
- = WATER VALVE
- = WATER METER
- = FIRE HYDRANT
- = POWER POLE
- = GUY ANCHOR
- = SANITARY SEWER MANHOLE
- = PROPERTY LINE
- = PROPOSED PARCEL LINES
- = PUBLIC RIGHT-OF-WAY
- = OVERHEAD POWER
- = UNDERGROUND POWER
- = EDGE OF ROCK
- = SANITARY SEWER LINE
- = WATER LINE
- = EDGE OF PAVEMENT
- = 100 YEAR FLOOD LINE
- = CENTERLINE OF PUBLIC ROAD
- = PROPOSED EASEMENT
- = ASPHALT
- = BUILDING
- = AREA ABOVE FLOOD
- = GRAVEL
- = PROPOSED STORM SWALE



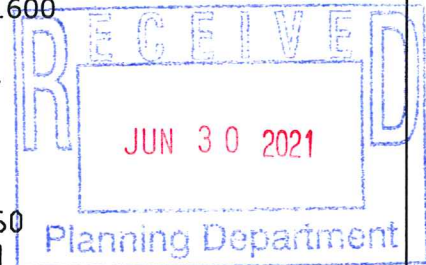
Tentative Partition Shadow plat for: Steve & Mary Allen

Location: NE 1/4 Section 29, T. 4 S., R. 4 W., WM.,
Block L, Lot 3 of Block K, Lots 1 & 2 of Block M
COZINE'S 3RD ADDITION
City of McMinnville, Yamhill County, OR

Tax Lot: 4429AB - 1600

Date: 28 JUNE 2021

Scale: 1" = 80'



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OWNER:
STEVE & MARY ALLEN
ADDRESS: 835 SW HILARY ST.
MCMINNVILLE, OR. 97128
PH: 971-237-1461

ZONE: R-2, F-P
FEMA MAP 41071C0404D

NOTE: CONTOURS SHOWN FROM
CITY OF MCMINNVILLE DRAWINGS
VERTICAL DATUM = NGVD29

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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 2022

