

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

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# **Partition Application**

Applicant Information Applicant is: □ Property Owner □ Contract Buyer □ Option Holder	☑ Agent  □ Other		
Applicant Name Leland MacDonald	Phone 503-472-7904		
Contact Name	Phone		
Address 3765 NE Riverside Dr.			
City, State, Zip McMinnville, OR 97128			
Contact Email lee@macdonaldsurveying.com			
	•		
Property Owner Information			
Property Owner Name MTCOR, LLC (If different than above)	Phone		
Contact Name Orion Wise for Capital Investment Network	Phone 714-473-0893		
Address 414 Walnut Ave.	-		
City, State, Zip_Huntington Beach, CA 92648			
Contact Email Orion@CIN.Inc.net			
	<b>=</b> √		
Site Location and Description (If metes and bounds description, indicate on separate sheet)			
Property Address 1421-1675 Highway 99W			
Assessor Map No. R416 - AB - 00101 Total Site Area 3.33 ACRES			
SubdivisionBlock_	Lot		
Comprehensive Plan Designation COMMERCIAL Zoning Designation C-3			

# General Description of Subject Property

1.	Proposed Parcel Size: #1 0.26 ACRES #2 0.28 ACRES #3 2.79 ACRES
2.	Current Land Use: Commercial property
3.	Purpose of the partition request: To separate an existing commercial property into smaller lots, also used for commercial property
4.	Topography: Commercial business buildings, paved parking lot with curbed islands; site slopes from south line of mall building to Hwy. 99W (approximate slope -3%) and from
5.	north line of mall building northerly to storm drain system  Method of Sewage Disposal: Private Sanitary Sewers connecting to City Sanitary Sewer Sys. (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.
	certify the statements contained herein, along with the evidence submitted, are in all spects true and are correct to the best of my knowledge and belief.
/ Ar	pplicant's Signature Date
Pr	operty Owner's Signature Date



## 1433 SW 6th Avenue (503)646-4444

# OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): CIN Inc.

414 Walnut Avenue

Huntington Beach, CA 92648

Customer Ref.:

1421-1675 NE Highway 99W, McMinnville, OR

Order No.:

471820101031

Effective Date:

November 13, 2020 at 08:00 AM

Charge:

\$400.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

#### THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

## Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

MTCOR LLC, an Oregon limited liability company

**Premises.** The Property is:

(a) Street Address:

1421-1675 NE Highway 99W, McMinnville, OR 97128

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### Part Two - Encumbrances

<u>Encumbrances</u>. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

# **EXCEPTIONS**

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

Fiscal Year:

2020-2021

Amount:

\$63,160,38

Levy Code:

40.0

Account No.:

129088

Map No.:

R4416AB 00101

- 1. City Liens, if any, in favor of the City of McMinnville.
- 2. Personal Property Taxes, if any.
- 3. Rights of tenants, as tenants only, in unrecorded leaseholds.
- 4. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
- Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date:

August 19, 1974

Recording No:

Film Volume 101, Page 1213

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

Granted to:

McDonald's Corporation, a Delaware corporation

Purpose:

Common ingress, egress and utilities; common areas; parking areas and driveways,

among other matters more specifically set forth in said instrument

Recording Date:

February 22, 1980

Recording No:

Film Volume 148, Page 949

Affects:

Reference is hereby made to said document for full particulars

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

Entitled:

Memorandum of Lease

Lessor:

Pacific Rim Development Corporation, a California corporation

Lessee:

Williamsburg Savings Bank, a corporation

Recording Date:

April 15, 1988

Recording No:

Film Volume 221, Page 1578

Ticor Title Company of Oregon Order No. 471820101031

The Lessor's interest in the above lease was assigned by various assignments, the last of which was

From: First Interstate Bank of Oregon, N.A. To: Cal-McMinnville Associates, L.P.

Recording Date: December 31, 1990

Recording No.: Film Volume 250, Page 2066

The Lessee's interest in the above lease was acquired through multiple instruments of record, the most recent of which was

From: Resolution Trust Corporation, as Receiver of Williamsburg Federal Savings and Loan

Association

To: Pacific First Bank Recording Date: June 12, 1991

Recording No.: Film Volume 255, Page 1807

Said Lease was amended by instrument, including the terms and provisions thereof

Recording Date: December 20, 1988

Recording No.: Film Volume 228, Page 1106

8. Non-exclusive rights of easement, access, utilization of drives and parking spaces in common with others, including any maintenance obligations, as disclosed by instruments, including the terms and provisions thereof,

Recording Date: February 22, 1980

Recording No.: Film Volume 148, Page 949

Recording Date: April 15, 1988

Recording No: Film Volume 221, Page 1578

Recording Date: December 20, 1988

Recording No: Film Volume 228, Page 1106

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

Granted to: Dutch Bros. LLC

Purpose: Electrical and sewer services to benefit the kiosk, and ingress and egress

Recording Date: March 18, 2005 Recording No: 200505393

Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of McMinnville, a municipal corporation of the State of Oregon, by and through its

Water & Light Commission

Purpose: Electric distribution lines

Recording Date: April 22, 2005 Recording No: 200508108

Affects: Reference is hereby made to said document for full particulars

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

Granted to: City of McMinnville, a municipal corporation of the State of Oregon, by and through its

Water & Light Commission

Purpose: Electrical distribution line

Recording Date: December 23, 2009

<u>Recording No:</u> 200919891

Affects: Reference is hereby made to said document for full particulars

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

Amount: \$4,125,000.00 Dated: June 3, 2016

Trustor/Grantor: MTCOR LLC, an Oregon limited liability company

Trustee: Chicago Title Company of Oregon

Beneficiary: Starwood Mortgage Capital LLC, a Delaware limited liability company

Loan No.: Not disclosed Recording Date: June 3, 2016 Recording No: 201607943

Affects: The herein described Land and other land.

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: Deutsche Bank Trust Company Americas, as Trustee, on behalf of the registered

holders of Citigroup Commercial Mortgage Trust 2016-P4, Commercial Mortgage Pass-Through

Certificates, Series 2016-P4

Loan No.: Not Disclosed
Recording Date: September 21, 2016

Recording No: 201614782

13. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: \$4,125,000.00

Assigned to: Starwood Mortgage Capital LLC, a Delaware limited liability company

Assigned By: MTCOR LLC Recording Date: June 3, 2016 Recording No: 201607944

Affects: The herein described Land and other land.

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: Deutsche Bank Trust Company Americas, as Trustee, on behalf of the registered

holders of Citigroup Commercial Mortgage Trust 2016-P4, Commercial Mortgage Pass-Through

Certificates, Series 2016-P4

Loan No.: Not Disclosed
Recording Date: September 21, 2016

Recording No: 201614783

14. A financing statement as follows:

Debtor: MTCOR LLC

Secured Party: Starwood Mortgage Capital LLC

Ticor Title Company of Oregon Order No. 471820101031

> Recording Date: June 3, 2016 Recording No: 201607945

Affects: The herein described Land and other land.

Said Financing Statement was assigned by numerous instruments of record, the last of which is,

To: Deutsche Bank Trust Company Americas, as Trustee, on behalf of the registered holders of Citigroup Commercial Mortgage Trust 2016-P4, Commercial Mortgage Pass-Through

Certificates, Series 2016-P4

Recording Date: September 21, 2016

Recording No.: 201614784

# **End of Reported Information**

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

Deborah Clark 5035353743 Deborah.Clark@titlegroup.fntg.com

Ticor Title Company of Oregon 1433 SW 6th Avenue Portland, OR 97201

# **EXHIBIT "A"**

#### **Legal Description**

A parcel of land being a part of the James T. Hembree Donation Land Claim No. 46 and the Madison Malone Donation Land Claim No. 49 in Section 16, Township 4 South, Range 4 West of the Willamette Meridian in the City of McMinnville, Yamhill County, Oregon, said parcel of land more particularly described as follows:

BEGINNING at the intersection of the Easterly line of Parcel No. 1, as described in Deed to the City of McMinnville, recorded on April 13, 1973 in Film Volume 93, Page 2385, Deed and Mortgage Records, Yamhill County, Oregon, and the Northerly right of way line of Pacific Highway 99W; thence North 71°07'50" East along said right of way line, a distance of 970.00 feet to the True Point of Beginning of the parcel of land herein described; thence North 18°52'10" West a distance of 401.89 feet to a point that is 250.00 feet Southerly of, when measured at right angles to, the Southerly right of way line of 27th Street; thence South 89°26'00" East parallel to and 250.00 feet Southerly of said Southerly right of way line, a distance of 651.58 feet to a point on the Westerly right of way line of McDaniel Lane; thence South 01°07'40" East along said Westerly right of way, a distance of 194.24 feet to the point of intersection of said Westerly right of way line with the Northerly right of way line of said Pacific Highway; thence South 71°07'50" West along said Northerly right of way line, a distance of 555.47 feet to the True Point of Beginning.

SAVE AND EXCEPTING the following tract of land:

A part of the James T. Hembree Donation Land Claim No. 46 and the Madison Malone Donation Land Claim No. 49 in Section 16, Township 4 South, Range 4 West of the Willamette Meridian in the City of McMinnville, Yamhill County, Oregon, more particularly described as follows:

COMMENCING at the intersection of the Easterly line of Parcel No. 1 as described in Deed to the City of McMinnville, recorded on April 13, 1973 in Film Volume 93, Page 2385, Deed and Mortgage Records, Yamhill County, Oregon, with the Northerly line of Pacific Highway No. 99W (90.00 feet wide); thence along said Northerly line North 71°07'50" East 1525.47 feet to the intersection thereof, with the Westerly line of McDaniel Lane (50.00 feet wide) and the True Point of Beginning of this description; thence along said Northerly line of Pacific Highway No. 99W, South 71?07'50" West 115.00 feet; thence at right angles, North 18°52'10" West 169.21 feet; thence North 00°34'00" East 72.85 feet to a point on a line which is parallel with and distant Southerly 250.00 feet, measured at right angles, from the Southerly line of 27th Street (60.00 feet wide); thence along said parallel line, South 89°26'00" East 159.01 feet to a point on the said Westerly line of McDaniel Lane; thence along said Westerly line, South 01°07'40" East 194.24 feet to the True Point of Beginning, and being those premises described in Memorandum of Lease to McDonald's Corporation, recorded February 22, 1980 in Film Volume 148, Page 946, Deed and Mortgage Records, Yamhill County, Oregon.

#### **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 OR SUPPLIERS, SUBSIDIARIES, SUBSCRIBERS AFFILIATES. EMPLOYEES. 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 Order No. 471820101031

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





