

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

1	51e9-20-000588-f	Ing
	Office Use Only:	J
	File No. <b>MP 5</b> - <b>30</b>	
	Date Received 10-5-2020	
	Fee 1381.00	
	Receipt No. 303078	
	Received by	
	01	

# **Partition Application**

Applicant Information  Applicant is:   Property Owner □ Contract Buyer □ Option Holder I	□ Agent □ Other			
Applicant Name Nova Collins	Phone 503-730-4642			
Contact NamePhone 503-730-4642Phone 503-730-4642				
Address 243 East Scott Dr.				
City, State, Zip 5 hel ton WA 98584				
Contact Email nora, collins@gmail: com				
Property Owner Information				
Property Owner Name N Collins properties LLC (If different than above)	Phone 503-730-4642			
Contact Name Nova Collins	Phone 503-730-4642			
Address 243 East Scott Dr.				
City, State, Zip Shelten, WA 98584				
Contact Email Nora, collins @gmail com				
<u>Site Location and Description</u> (If metes and bounds description, indicate on separate sheet)				
Property Address 219142185 NW 2rd Mcminnville, OR97128				
Assessor Map No. R4419 AC TOSO2 Total Si	te Area 1, 45			
Subdivision Parcel   PT 2005-06 Block	Lot 4419AG0502			
Comprehensive Plan DesignationZoning	Designation			

General Description of Subject Property See Revised lot size on revised tentative plat		
1.	Proposed Parcel Size: #145 #298 #3_N/A	
2.	Current Land Use: 2185 +2191 Commercial medical buildings	
3.	Purpose of the partition request: for sale in the future.	
4.	Topography:	
5.	Method of Sewage Disposal: City Sewer  (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: City water	
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 well 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.	
Ap	Mod Calline 9/22/2020  pplicant's Signature Date	
( Pro	Nova Collers  Operty Owner's Signature  9/22/2020  Date	



YAMHILL TITLE PLANT

829 N. Hwy 99 West P.O. Box 267 • McMinnville OR 971280267 (503) 472-6101 • FAX: (503) 434-5311

**REFERENCE ORDER NUMBER: 776071** 

A tract of land in Section 19, Township 4 South, Range 4 West, of the Willamette Meridian, in the City of McMinnville, County of Yamhill, State of Oregon, and being more particularly described as follows:

BEGINNING at the Northwest corner of that tract of land described in deed from First Baptist Church of McMinnville to McMinnville Covenant Church and recorded in Instrument No. 199917803, Deed and Mortgage Records; thence South 00°00'10" East 365.81 feet along the West line of said tract to the North margin of West 2<sup>nd</sup> Street; thence South 89°39'00" West 336.68 feet along said margin to the East margin of Hill Road; thence North 04°17'40" West 368.84 feet to the South line of Townhomes West; thence North 89°59'27" East 364.28 feet along said South line to the point of beginning.

PAGE\1

Weste	rn Title & Esci	row
Condination of the same of the		

Order Number: 61699

Grantor

Collins-Finsand LLC
An Oregon Limited Liability Company

Grantee

Nora M. Collins

Until a change is requested, all tax statements shall/be sent to the following address:

Nora M. Collins 9309 NE Red Hills Rd Dundes, OR 97115 OFFICIAL YAMHILL COUNTY RECORDS REBEKAH STERN DOLL, COUNTY CLERK

2012-11514



\$36.00

08/15/2012 02:58:14 PM

DMR-DDMR Cnt=1 Stn=2 ANITA \$5.00 \$5.00 \$11.00 \$15.00

### STATUTORY BARGAIN AND SALE DEED

Collins-Finsand, LLC an Oregon Limited Liability Company Grantor(s) conveys to Nora M. Collins, Grantee the following described real property:

Parcel 1, Partition Plat No. 2005-6, City of McMinnville, Yamhill County, Oregon.

Account No(s): 528961

Map/Tax Lot No(s): R44-19-AC-00502

The true consideration for this conveyance is 00.00. (Here comply with requirements of

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.

Dated this 14 day of August, 2012.

Collins-Finsand, LLC
An Oregon Limited Liability Company

Nora M. Collins, Managing Member

State of Oregon, County of Yamhili ) ss.

This instrument was subscribed and sworn to before me on this \( \frac{\mathbb{N}}{\text{\text{}}} \) day of August, 2012 by Nora M. Collins as Managing Member of Collins-Finsand, LLC.

Notary Public



After recording return to: Sheryl S. McConnell, Attorney 207 NE 19th Street, Suite 100 McMinnville, OR 97128

Until a change is requested, all tax statements should be sent to the following address: Nora M. Collins, Managing Member P.O. Box 264 9309 N.E. Redhills Rd Dundee, OR 97115

OFFICIAL YAMHILL COUNTY RECORDS REBEKAH STERN DOLL, COUNTY CLERK

2012-18611



\$36,00

DMR-DDMR Cnt=1 Stn=1 KAREN \$5,00 \$5.00 \$11.00 \$15.00

## Bargain and Sale Deed

Nora M. Collins, Grantor, conveys to N Collins Property LLC an Oregon Limited Liability Company, Grantee, the following described real property, situated in Yamhill County, Oregon:

> Parcel 1, Partition Plat No. 2005-6, City of McMinnville, Yamhill County, Oregon

Tax Acct No: 528961

Map / Tax Lot No: R44-19-AC-00502

The true consideration for this conveyance is other valuable consideration.

DATED this 20th day of December, 2012.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INTRUMENT 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

STATE OF OREGON

)ss.

COUNTY OF YAMHILL

This instrument was acknowledged before on December 20, 2012, by Nora  $\bar{\mathbf{M}}$ . Collins.

OFFICIAL SEAL SHERYL'S MC CONNELL **NOTARY PUBLIC - OREGON** COMMISSION NO. 455892 MISSION EXPIRES FEBRUARY 09, 2015

My Commission Expires: February 9, 2015

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# 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:

Nora Collins

Phone No.: (503)730-4642

Date Prepared:

September 30, 2020

Effective Date:

September 18, 2020 / 08:00 AM

Charge:

\$400.00

Order No.:

471820098871

Reference:

2191 NW 2ND 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.

#### **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.

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

## EXHIBIT "A" (Land Description)

Parcel 1 of PARTITION PLAT NO. 2005-6, recorded February 15, 2005, as Instrument No. 200503112, in the City of McMinnville, County of Yamhill and State of Oregon.

EXHIBIT "C" (Vesting)

N Collins Properties LLC, an Oregon limited liability company, which acquired title as N Collins Property LLC, an Oregon limited liability company

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

Reciprocal easements, for the purpose(s) shown below and rights incidental thereto as created by the following document:

Document: Reciprocal Access and Parking Easements

Executed by: McMinnville Covenant Church and Collins-Finsand LLC

Purpose: Access and parking Recording Date: February 15, 2005 200503113

9.

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

10. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Common Area Maintenance Agreement

Recording Date: February 15, 2005

Recording No.: 200503114

11. Covenants, conditions, restrictions and easements 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: February 15, 2005

Recording No: 200503115

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

Granted to: City of McMinnville, acting by and through its Water & Light Commission

Purpose: Electric distribution Recording Date: September 30, 2005

Recording No: 200521531

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

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

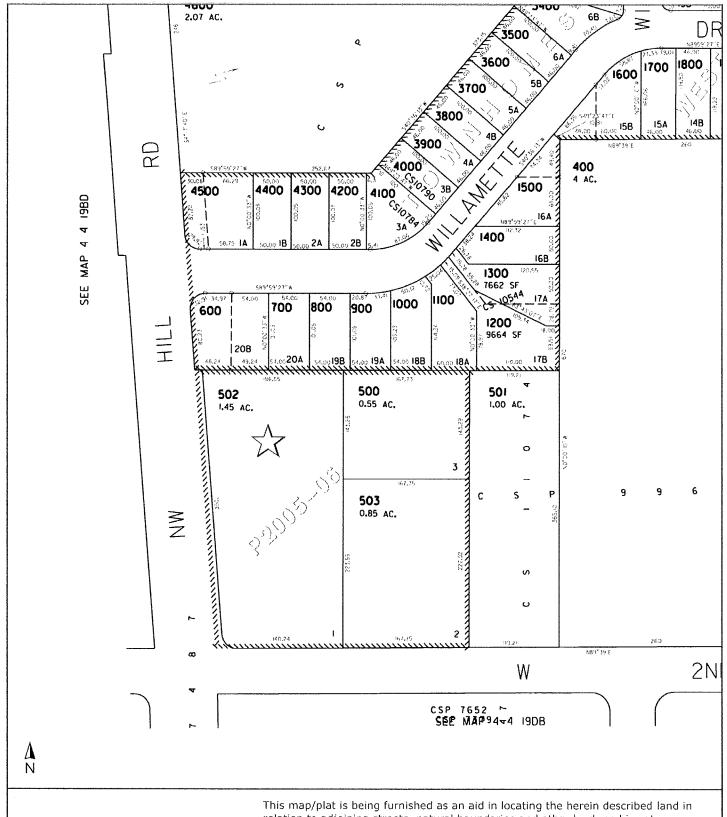
Amount: \$1,600,000.00

Dated: August 10, 2012

Trustor/Grantor: Nora M. Collins

Trustee: Wells Fargo Financial National Bank
Beneficiary: Wells Fargo Bank, National Association

Loan No.: Not Disclosed
Recording Date: August 15, 2012
Recording No: 201211515



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.

After recording return to: Sheryl S. McConnell, Attorney 207 NE 19<sup>th</sup> Street, Suite 100 McMinnville, OR 97128

Until a change is requested, all tax statements should be sent to the following address:
Nora M. Collins, Managing Member

P.O. Box 264 9309 N.E. Redhills Rd Dundee, OR 97115 OFFICIAL YAMHILL COUNTY RECORDS REBEKAH STERN DOLL, COUNTY CLERK

2012-18611



\$36.00

12/21/2012 01:17:13 PM

DMR-DDMR Cnt=1 Stn=1 KAREN \$5.00 \$5.00 \$11.00 \$15.00

### Bargain and Sale Deed

Nora M. Collins, Grantor, conveys to N Collins Property LLC an Oregon Limited Liability Company, Grantee, the following described real property, situated in Yamhill County, Oregon:

Parcel 1, Partition Plat No. 2005-6, City of McMinnville, Yamhill County, Oregon

Tax Acct No: 528961

Map / Tax Lot No: R44-19-AC-00502

The true consideration for this conveyance is other valuable consideration.

DATED this 20th day of December, 2012.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INTRUMENT 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30,930.

Nora M. Collins

STATE OF OREGON

)ss.

COUNTY OF YAMHILL

This instrument was acknowledged before on December 20, 2012, by Nora M. Collins.

OFFICIAL SEAL
SHERYL S MC CONNELL
NOTARY PUBLIC - OREGON
COMMISSION NO. 455892
MY COMMISSION EXPIRES FEBRUARY 09, 2015

Notary Public for Oregon

My Commission Expires: February 9, 2015

202118868

OFFICIAL YAMHILL COUNTY RECORDS

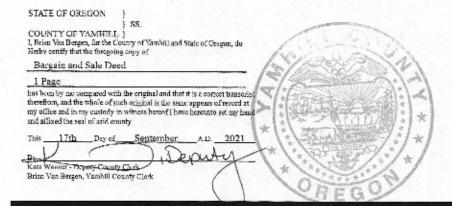
BRIAN VAN BERGEN, COUNTY CLERK

#### **RECORDING COVER SHEET**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument.

ORS 205.234

JOS 609 I	EPH STRUCK NE BAKER STREET STE 130 IINNVILLE, OR 97128	ORS 205.234(1)(c)	006224152021001886800200 DMR-DDMR	09/17/2021 02:24:05 P
	Title(s) of the transaction(s)			ORS 205.234(1)(a)
Ba	argain and Sale Deed		***	
	Direct party(ies) / grantor(s) ora M. Collins	Name(	s)	ORS 205.234(1)(b)
3.	Indirect party(ies) / grantee(s)	Name(	r's)	ORS 205.234(1)(b)
4.	True and actual consideration: ORS 205.234(1) Amount in dollars or other \$		d tax statements to:	ORS 205.234(1)(e)
	Other: nonmonetary value		ast Scott Drive	
	other.	Shelto	on, WA 98584	
6.	Satisfaction of lien, order, or warra ORS 205.234(1)(f)  FULL PARTIAL	the lie	amount of the monetary olen, order, or warrant:	bligation imposed by ORS 205.234(1)(f)
8.	Previously recorded document refe	erence: 2012-1	8611; Bargain and Sale D	Deed (attached)
9.	If this instrument is being re-recorded at the request of:  Grantor as	ed, complete the	following statement:	ORS 205.244(2)
			eously listed as N Collins Prop	2012-18611



After recording return to: Sheryl S. McConnell, Attorney 207 NE 19<sup>th</sup> Street, Suite 100 McMinnville, OR 97128

Until a change is requested, all tax statements should be sent to the following address: Nora M. Collins, Managing Member P.O. Box 264 9309 N.E. Redhills Rd Dundee, OR 97115 OFFICIAL YAMHILL COUNTY RECORDS REBEKAH STERN DOLL, COUNTY CLERK

2012-18611



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Parcel 1, Partition Plat No. 2005-6, City of McMinnville, Yamhill County, Oregon

Tax Acct No: 528961

Map / Tax Lot No: R44-19-AC-00502

The true consideration for this conveyance is other valuable consideration.

DATED this 20th day of December, 2012.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INTRUMENT 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Mora M. Collins

STATE OF OREGON

)ss.

COUNTY OF YAMHILL

This instrument was acknowledged before on December 20, 2012, by Nora M. Collins.

EASEMENT N Collins Properties LLC, Grantor,
to
N Collins Properties LLC, Grantee
AFTER RECORDING RETURN TO:  N Collins Properties LLC
EASEMENT
This Easement is executed by N Collins Properties LLC, as owner of Parcel 1 of Partition Plat, and N Collins Properties LLC, as owner of Parcel 2 of Partition Plat
Recitals
N Collins Properties LLC owns fee title to Parcel 1 and Parcel 2 of Partition Plat The purpose of this Easement is to grant reciprocal parking rights for the current and future owners and users of Parcel 1 and Parcel 2.
Grant and Covenant In consideration of the premises and other valuable consideration, the receipt and
sufficiency of which are acknowledged, the grant and covenant are as follows:
1. Grant of Easement on Parcel 1. N Collins Properties LLC, as owner of Parcel 1 of Partition Plat grants to N Collins Properties LLC, as owner of Parcel 2 of Partition Plat, a nonexclusive easement to use the parking spaces located on Parcel 1 during normal business hours [LIMIT WHICH SPACES?], said Easement to be appurtenant to Parcel 2. The owner of Parcel 2 shall be responsible for any repairs to Parcel 1 that are necessitated by the use of Parcel 1 by the owners, agents, contractors, employees, tenants, and/or invitees of Parcel 2. The owner of Parcel 2 shall indemnify, defend, and hold the owners and principals of Parcel 1 harmless for all claims related to the use of the parking spaces on Parcel 1 by the owners, agents, contractors, employees, tenants, and/or invitees of Parcel 2.
2. Grant of Easement on Parcel 2. N Collins Properties LLC, as owner of Parcel 2 of Partition Plat grants to N Collins Properties LLC, as owner of Parcel 1 of Partition Plat, a nonexclusive easement to use the parking spaces located on Parcel 2 [LIMIT WHICH SPACES?], said Easement to be appurtenant to Parcel 1. The owner of Parcel 1 shall be responsible for any repairs to Parcel 2 that are necessitated by the use of Parcel 2 by the owners, agents, contractors, employees, tenants, and/or invitees of Parcel 1. The owner of Parcel 1 shall indemnify, defend, and hold the owners and principals of Parcel 2 harmless for all claims related to the use of the parking spaces on Parcel 2 by the owners, agents, contractors, employees, tenants, and/or invitees of Parcel 1.

<b>3. Terms.</b> The easements detailed above are perpetual and include the right of reasonable access to the respective parcels. The above grants do not include the assumption by the granting party of any liability related to the use of the parking spaces or guarantee of their condition. This easement shall run with the land and bind and inure to the parties' successors and assigns. The grants herein will not merge and will survive the transfer of the properties.				
y of, 2021.				
N Collins Properties LLC, as Owner of Parcel 2 of Partition Plat:				
Nora Collins, manager				
before me this, day of, llins Properties LLC.				
/s/ Notary Public for Oregon				
Notary Public for Oregon  My commission expires:				

