



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

Office Use Only:	
File No.	<u>MP 6-17</u>
Date Received	<u>11-17-17</u>
Fee	<u>\$440.00</u>
Receipt No.	<u>17M0241</u>
Received by	<u>CD</u>

Partition Application

Applicant Information

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

Applicant Name WADE MILLER Phone 503 472 3956

Contact Name SAME Phone —
(If different than above)

Address 13945 NW Pheasant Hill Rd

City, State, Zip McMinnville OR 97128

Contact Email —

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 2880 LAFAYETTE Ave to 3220 NE Hwy 99W

Assessor Map No. R4 44-15 - 700 Total Site Area 7 acres

Subdivision — Block — Lot —

Comprehensive Plan Designation Commercial Zoning Designation Commercial

General Description of Subject Property

1. Proposed Parcel Size: #1 _____ #2 _____ #3 _____

2. Current Land Use: Commercial

3. Purpose of the partition request: Acquire another sign

4. Topography: Nearly Flat

5. Method of Sewage Disposal: Sewer System of 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: City 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.

Wode W. Miller
Applicant's Signature

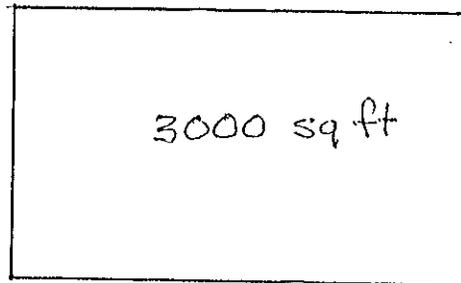
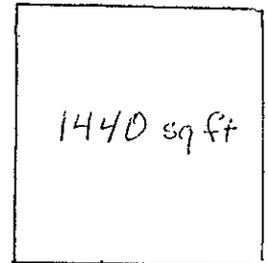
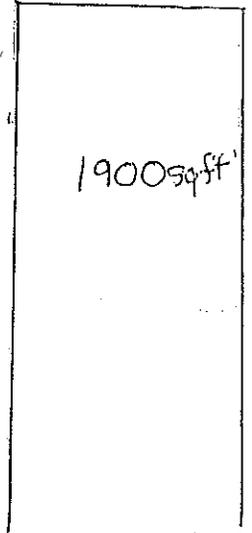
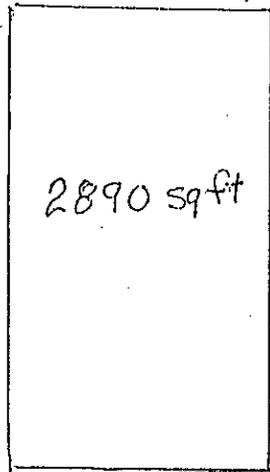
12-1-17
Date

Wode W. Miller
Property Owner's Signature

12-1-17
Date

99W

Available Parking Spaces 64+
Total Building square footage 9230 sq ft



Wade Miller



**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:

Leland MacDonald & Associates
Phone No.: (503) 472-7904

Date Prepared: September 7, 2017
Effective Date: September 5, 2017 / 08:00 AM
Charge: \$400.00
Order No.: 471817064954
Reference: Wade Miller/3124 NE Highway 99W

The information contained in this report is furnished to the Customer by Tigor 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. 471817064954

EXHIBIT "A"
(Land Description)

A part of the Donation Land Claim of Madison Malone and heirs at law of his late wife, Virginia Malone, deceased, Notification No. 1226, Claim No. 49 in Section 15, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, and being described as follows:

Beginning at a stone on the East line of said Donation Land Claim at a point North 00°32' East 46.06 chains from the Southeast corner of said Donation Land Claim to the Southerly line of the relocated West Side Pacific Highway; thence in a Southwesterly direction along the South line of said relocated Highway to the Northwest corner of the tract of land conveyed to Hurl et al., by Deed recorded April 13, 1978 in Film Volume 128, Page 638, Deed and Mortgage Records; thence South 89°33' East, a distance of 389.38 feet to an iron rod at the Northeast corner of said Hurl tract; thence South 00°28'15" West on a line which is parallel to the East line of said Claim, a distance of 180.00 feet to the Southeast corner of the said Hurl tract; thence South 89°33' East, a distance of 166.97 feet to a 5/8 inch iron rod; thence South 00°28'15" East 540.00 feet to a 5/8 inch iron rod; thence South 89°33' East 272.35 feet to the Point of Beginning.

SAVE AND EXCEPTING THEREFROM that portion described in deed to Cascade Steel Rolling Mills, Inc., recorded October 7, 1988 in Film Volume 226, Page 1400, Deed and Mortgage Records.

FURTHER SAVE AND EXCEPTING THEREFROM that tract of land described in deed to Hurl, recorded June 25, 1999, as Instrument No. 199913304, Deed and Mortgage Records.

Ticor Title Company of Oregon
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EXHIBIT "B"
(Tax Account and Map)

APN/Parcel ID(s) 128212 as well as Tax/Map ID(s) R4415 00700

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 471817064954

EXHIBIT "C"
(Vesting)

The heirs and/or devisees of Harry W. Miller, deceased, as to an undivided interest; The heirs and/or devisees of Rush A. Miller, as to an undivided interest and The heirs and/or devisees of Donald B. Miller, deceased, as tenants in common.

EXHIBIT "D"
(Liens and Encumbrances)

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

Fiscal Year: 2016-2017
Amount: \$41,523.84
Levy Code: 40.0
Account No.: 128212
Map No.: R4415 00700

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

Tax Identification No.: 128212

2. City Liens, if any, in favor of the City of McMinnville.

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

Granted to: United States of America
Purpose: Electric Power Transmission lines and appurtenances
Recording Date: November 1, 1949
Recording No: Book 155, Page 124, Deed Records
Affects: Reference is hereby made to said document for full particulars

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

Granted to: United States of America
Purpose: Electric power transmission structures and appurtenances
Recording Date: March 25, 1968
Recording No: Film Volume 66, Page 837
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: United States of America
Purpose: Electric power transmission line
Recording Date: July 1, 1979
Recording No: Film Volume 76, Page 414
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: United States of America
Purpose: Electric power transmission structures and appurtenances
Recording Date: October 15, 1970
Recording No: Film Volume 81, Page 788
Affects: Reference is hereby made to said document for full particulars

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

7. A search of the records discloses the following closed probate in Yamhill County

Estate of : Donald Burr Miller, deceased
Court: Circuit
Probate No.: A-4764
Entered Date: July 15, 1968

A review of said proceeding discloses that an Order to to Convey the subject real property and additional property was entered in said Case on February 11, 1969, however, the above probate proceeding appears to have been concluded without the recording of a Personal Representative's Deed or other form of acceptable deed to the person or persons succeeding to the deceden'ts interest.

8. A search of the records discloses the following closed probate in Yamhill County

Estate of : Harry Wade Miller, deceased
Court: Circuit
Probate No.: A-5347
Entered Date: April 16, 1973

The above probate proceeding appears to have been concluded without the recording of a Personal Representative's Deed to the person or persons succeeding to the deceden'ts interest.

9. A search of the records discloses the following closed probate in Yamhill County

Estate of : Rush Allen Miller, deceased
Court: Circuit
Probate No.: A-5694
Entered Date: February 3, 1976

The above probate proceeding appears to have been concluded without the recording of a Personal Representative's Deed to the person or persons succeeding to the deceden'ts interest.

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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.

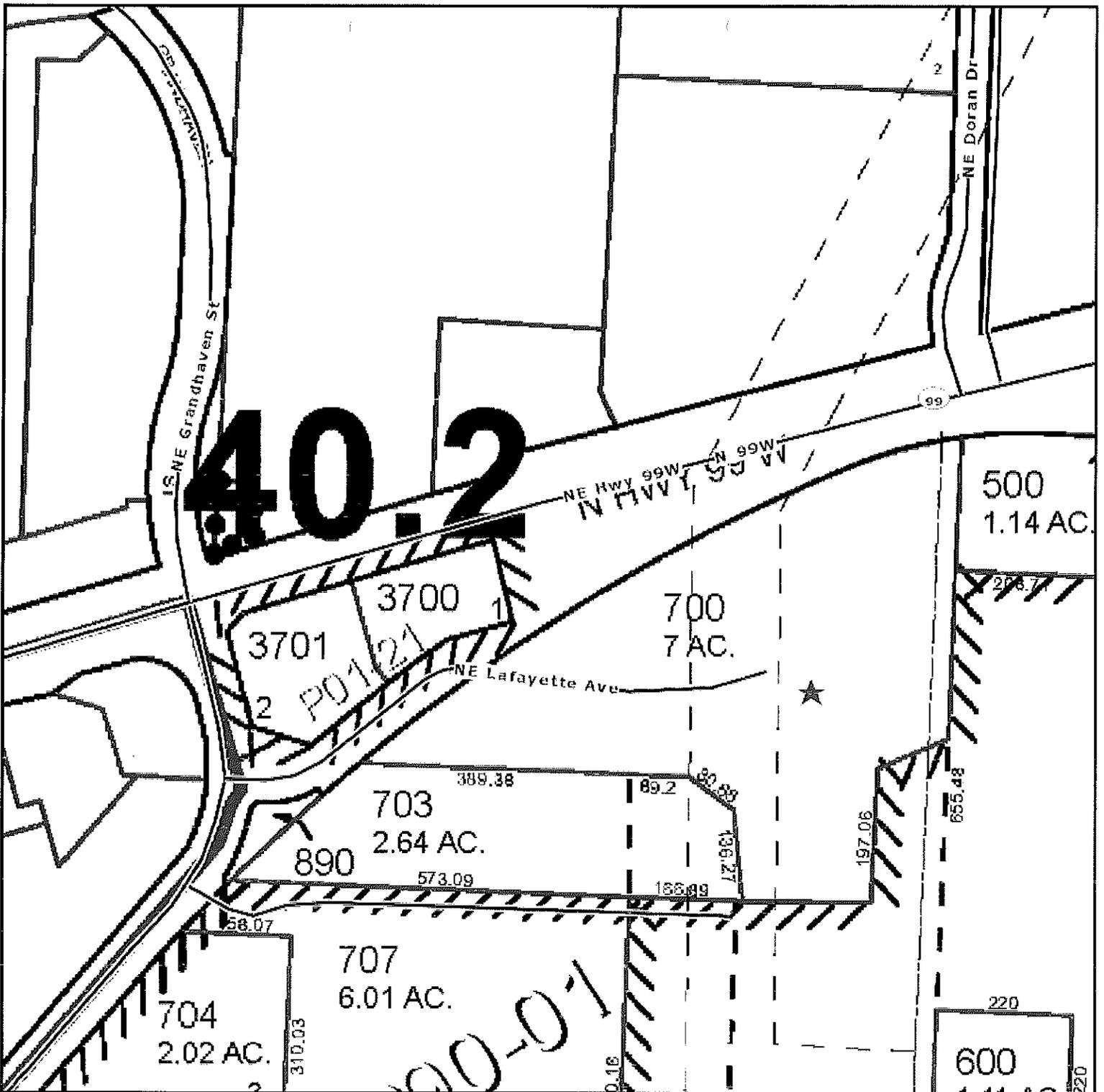
Ticor Title Company of Oregon
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Order No. 471817064954

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



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.

geoAdvantage

KNOX. LL MEN BY THESE PRESENTS, That Erma Mesick, unmarried,

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in consideration of ten Dollars and other valuable considerations, grantor
to me paid by Harry W. Miller, Rush A. Miller and Donald B. Miller,

do hereby grant, bargain, sell and convey unto the said grantee, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Yamhill and State of Oregon, bounded and described as follows, to-wit:

A part of the Donation Land Claim of Madison Malone and heirs at law of his late wife, Virginia Malone, deceased, Notification No. 1226, Claim #49 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, which said part is bounded as follows, to-wit:

Beginning at a stone on the East line of said Donation Land Claim at a point North 0°32' East 46.006 chains from the Southeast corner of said Donation Land Claim; thence North 0°32' East along the East line of said Donation Land Claim, 18.894 chains to the Southerly line of the re-located West Side Pacific Highway; thence in a Southwesterly direction along the South line of said re-located Highway as follows: on a 2825.0 foot radius curve to the left (the long chord of which bears South 52° 40' 45" West) a distance of 1477.6 feet; thence South 37°41' West, 326.1 feet; thence South 37°19' West 141 feet; thence South 89°33' East, 21.995 chains to the place of beginning.

(Said property is subject to unexpired leases held by F. B. Dennis and Harry Wicks.)

To Have and to Hold the above described and granted premises unto the said grantee, their heirs and assigns forever.

And I the grantor do covenant that I am lawfully seized in fee simple of the above granted premises free from all encumbrances, except transmission line easement granted to United States of America and the above mentioned leases,

and that I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except transmission line easement granted to United States of America and the above mentioned leases.

Witness my hand and seal this 12 day of June, 1959.

15.40 F.R.S. Erma Mesick (SEAL)

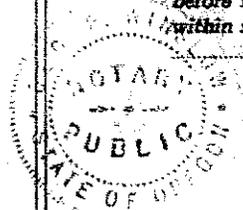
STATE OF OREGON,

County of Tillamook } ss. On this 12 day of June, 1959, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Erma Mesick, unmarried,

known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

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

Notary Public for Oregon. My commission expires April 16, 1963



WARRANTY DEED

Erma Mesick, unmarried,

TO

Harry W. Miller, et al

AFTER RECORDING RETURN TO

Miller Brothers
1706 Lafayette Ave.
McMinnville, Oregon

STATE OF OREGON,

County of Yamhill } ss.

I certify that the within instrument was received for record on the 12 day of June, 1959 at 1:10 o'clock P.M., and recorded in book on page Record of Deeds of said County.

Witness my hand and seal of County affixed.

Jack B. [Signature] County Clerk - Recorder. By [Signature] Deputy.

(DON'T USE THIS SPACE RESERVED FOR RECORDING LABEL IN COUNTERS WHERE USED.)

DOCKET NO.

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, HARRY W. MILLER and PEARL L. MILLER, husband and wife, RUSH A. MILLER and MARGARET V. MILLER, husband and wife, and DONALD B. MILLER and RHUAMY E. MILLER, husband and wife, owners, as their interests may appear,

for and in consideration of the sum of - SIX THOUSAND FIVE HUNDRED NINETY - - - - - Dollars (\$6,590.00),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol two line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of land in the County of Yamhill , in the State of Oregon , to-wit:

A strip of land 30 feet in width through the following described tracts:

Tract No. OC-Mc-64 - "Beginning at a stone on the East line of (the Madison Malone) Donation Land Claim (No. 49) at a point North 0°32' East 46.006 chains from the Southeast corner of said Donation Land Claim; thence North 0°32' East along the East line of said Donation Land Claim, 18.894 chains to the Southerly line of the relocated West Side Pacific Highway; thence in a Southwesterly direction along the South line of said re-located Highway as follows: on a 2825.0 foot radius curve to the left (the long chord of which bears South 52°40'45" West) a distance of 1477.6 feet; thence South 37°41' West 326.1 feet; thence South 37°19' West 141 feet; thence South 89°33' East, 21.995 chains to the place of beginning." all in Section 15, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon.

Tract No. OC-Mc-67 - "A tract of land in Sections 15, and 16, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the Vincent Snelling Donation Land Claim No. 52 in Section 15, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon and thence North along the West line of said Snelling Donation Land Claim 15.35 chains more or less to the North margin of Riverside Drive and the true point of beginning of the tract herein described; thence West along the North margin of said Riverside Drive to the Easterly margin of Lafayette Avenue; thence North 37°27' East along the said Easterly margin of Lafayette Avenue to the Southeasterly margin of the Southern Pacific Railroad Right of way; thence North 57°24' East along the said Southeasterly margin of the Southern Pacific Railroad right of way to the South margin of Orchard Avenue, being also the South line of Lot 8 of C.S. #2442; thence South 89°17' East along the said South margin of Orchard Avenue and the said South line of Lot 8 to the East line of Madison Malone Donation Land Claim No. 49 and the Southeast corner of said Lot 8; thence South along the said East line of Madison Malone Donation Land Claim and its Southerly extension to a point on the North margin of Riverside Drive; thence West along the said North margin of Riverside drive to the true point of beginning.

Said strips of land lie on the easterly side of, run parallel with, and adjoin the existing 100-foot right of way of the United States of America for its Bonneville Power Administration's Forest Grove-McMinnville No. 1 transmissica line, the survey line of said 100-foot right of way being described in those certain easement deeds dated October 24, 1949, recorded in Book 155, page 124, Recorder's File No. 22471, and dated December 2, 1949, recorded in Book 155, page 626, Recorder's File No. 22996, Deed Records of said County; together with all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements.

Also the right in perpetuity to construct, operate, maintain, and use two lines of electric transmission line structures, over, on, and across the aforesaid 30 foot and 100 foot rights of way.

The UNITED STATES OF AMERICA shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on December 18, 1967 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 12 day of March, 1968.

Harry W. Miller
Harry W. Miller

Pearl L. Miller
Pearl L. Miller

Rush A. Miller
Rush A. Miller

Margaret V. Miller
Margaret V. Miller

Donald B. Miller
Donald B. Miller

Rhuany E. Miller
Rhuany E. Miller

STATE OF OREGON,

County of Yamhill,

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within instrument of Writing was received and has been by me duly recorded on Page 838 of Volume 66 of the Records of said County, on this 23 day of March, A.D. 1968 at 3:20 o'clock, P.M.

92089

In testimony whereof, I have hereunto subscribed my name and affixed my Official Seal.
JACK BEELER, County Clerk

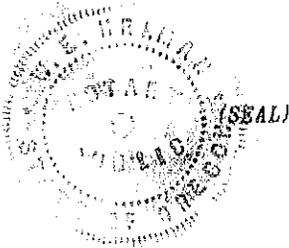
Donald B. Miller
Deputy

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Oregon)
) ss:
COUNTY OF Yamhill)

On the 12 day of March, 1968, personally came before me, a notary public in and for said County and State, the within-named
HARRY W. MILLER and PEARL L. MILLER, husband and wife,
to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



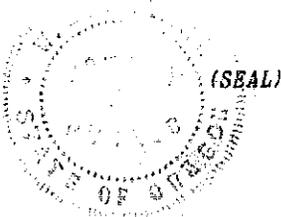
W. E. Hoffman
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires:
Sept. 20, 1969

STATE OF Oregon)
) ss:
COUNTY OF Yamhill)

On the 12 day of March, 1968, personally came before me, a notary public in and for said County and State, the within-named
RUSH A. MILLER and MARGARET V. MILLER, husband and wife,
to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



W. E. Hoffman
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires:
Sept. 20, 1969

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that the within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of _____ of said County.

Witness my hand and seal of County affixed.

By _____
Deputy.

VOL. 66 PAGE 840

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Oregon)
COUNTY OF Yamhill) ss:

On the 12 day of March, 1968, personally came before me, a notary public in and for said County and State, the within-named

DONALD B. MILLER and RHUAMY E. MILLER, husband and wife,
to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

W. E. Johnson
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires:

Sept. 20, 1969

VOL 76 PAGE 414 TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, WADE WENDELL MILLER, Guardian of the estate of Harry Wade Miller, an incompetent,

for and in consideration of the sum of TWO THOUSAND SEVEN HUNDRED - - - - - Dollars (\$ 2,700.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol ~~one~~ line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of land in the County of Yamhill, in the State of Oregon, to-wit:

A parcel of land in the Madison Malone Donation Land Claim No. 49 in Section 15, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning in the east line of said Donation Land Claim No. 49 at a point S2°19'20"E 227.8 feet from the southeast corner of the Harry W. Miller property as described in Deed dated June 12, 1959, recorded June 12, 1959 in Volume F-5, page 667, File No. 57723, Deed records of Yamhill County; thence S87°38'20"W 164.2 feet; thence S2°36'12"W 214.7 feet to the south line of said Harry W. Miller property; thence along said south line N87°46'28"W 27.9 feet to the east line of the right of way of the United States of America Bonneville Power Administration's Carlton-McMinnville No. 1 and 2 transmission lines as recorded in Book 66, page 837, Deed records; thence along said east line N0°07'E 963.7 feet; thence S3°10'43"E 651.5 feet; thence N87°38'20"E 167.8 feet to the east line of said Donation Land Claim No. 49; thence along said east line S2°19'20"W 100 feet to the point of beginning.

Recorded by
The Measuring Company

The bearings are referred to the Oregon Coordinate System - North Zone;

together with all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements.

The United States of America shall have the right, in connection with maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

I, DEAN L. WARRICK, Lessee under an unrecorded lease, for a valuable consideration from the aforementioned Grantor, hereby acknowledged, join in this instrument for the sole and specific purpose of subordinating any and all interest I may have in said premises to the easement herein granted to the UNITED STATES OF AMERICA, and as not entering into or becoming a party in any degree or manner to the warranty contained herein;

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on the date hereof

shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated hereon is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 25th day of June, 1969.

Wade Wendell Miller
Wade Wendell Miller, Guardian of the estate of
Harry Wade Miller

Dean L. Warrick
Dean L. Warrick

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF *Oregon*)
COUNTY OF *Yamhill*) ss:

On the *25th* day of *June*, 19*69*, personally came before me, a notary public in and for said County and State, the within-named *DAVID L. MORRIS*

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that ~~he~~ executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



David L. Morris
Notary Public in and for the
State of *Oregon*
Residing at *Carlton, Oregon*
My commission expires: *1-3-75*

STATE OF *Oregon*)
COUNTY OF *Yamhill*) ss:

On the *25th* day of *June*, 19*69*, personally came before me, a Notary Public in and for said County and State, the within-named *WALTER WENDELL MILLER*, who is known to me to be the person described in and who executed the foregoing instrument as the Guardian of the person and estate of *Harry Wade Miller*, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above-written.



Walter Wendell Miller
Notary Public in and for the
State of *Oregon*
Residing at *Carlton, Oregon*
My commission expires: *1-3-75*

99776

STATE OF)
COUNTY OF) ss: *45*

A COPY that the within instrument was received for the record on the *1st* day of *July*, 19*69*, at *2:32 PM.*, and recorded in book *76* on page *414*, records of *State* of said County.

Witness my hand and seal of County affixed.

by  Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX NO. 3621
PORTLAND, OREGON 97208

VOL 81 PAGE 788 TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, WADE WENDELL MILLER, as guardian of the estate of Harry W. Miller, same person as Harry Wade Miller, incompetent, his father,

for and in consideration of the sum of TWENTY-FIVE - - - - - Dollars (\$ 25.00),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol one line(x) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of land in the County of Yamhill, in the State of Oregon, to-wit:

A tract of land in the Joseph R. Young Donation Land Claim #68 in Section 15, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning on the West line of said Young Donation Land Claim, N.2°19'20"E., 227.8 feet from the Southeast corner of the Harry W. Miller tract described as Parcel No. 30 in a deed recorded February 27, 1969, in Film Volume 74, Page 1110, Deed and Mortgage records, Yamhill County, Oregon; thence North 2°19'20"East along said Young Donation Land Claim 100 feet; thence N.87°38'20"East 33 feet to a point on the West line of a tract conveyed to the City of McMinnville by deed recorded March 28, 1969, in Film Volume 75, Page 52, Deed and Mortgage records, Yamhill County, Oregon; thence South along said City tract, 100 feet; thence S.87°38'20"W. to the place of beginning.

Bearings are referred to the Oregon Coordinate System - North Zone.

The United States of America shall have the right, in connection with maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

I, DEAN L. WARRICK, lessee under an unrecorded lease for a valuable consideration from the aforementioned grantor hereby acknowledged, join in this instrument for the sole and specific purpose of subordinating any and all interest I may have in said premises to the easement herein granted to the United States of America, and am not entering into or becoming a party in any degree or manner to the warranty contained herein;

Recorded By
Pioneer National
Title Insurance Company

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on May 12, 1969 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted heretofore.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 18th day of September, 1970.

Wade Wendell Miller
Wade Wendell Miller, guardian of the person and estate of Harry W. Miller

Dean L. Warrick
Dean L. Warrick

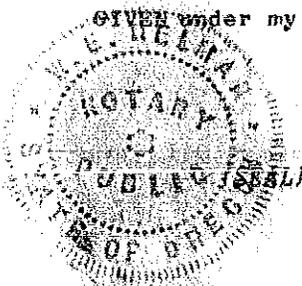
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF *Oregon*)
) ss:
COUNTY OF *Yamhill*)

On the *18th* day of *September*, 1970, personally came before me, a notary public in and for said County and State, the within-named **DEAN L. WARRICK**,

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

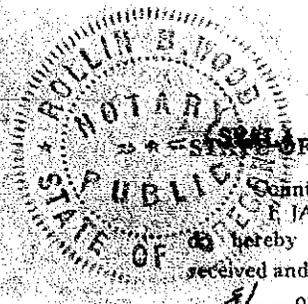


Dean L. Warrick
Notary Public in and for the
State of *Oregon*
Residing at *Portland*
My commission expires:
Sept. 29, 1973

STATE OF *OREGON*)
) ss:
COUNTY OF *Yamhill*)

On the *18th* day of *September*, 1970, personally came before me, a notary public in and for said County and State, the within-named **WADE WENDELL MILLER**, who is known to me to be the person described in and who executed the foregoing instrument as the guardian of the person and estate of **HARRY W. MILLER**, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Jack Beeler
Notary Public in and for the
State of *Oregon*
Residing at *111 Carlton Oregon*
My commission expires: *Jan 3, 1975*

STATE OF *OREGON*,)
) ss. **5683**
County of *Yamhill*,)

JACK BEELER, County Clerk in and for said County and State, hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page *228* of Volume *21* of the Records of *Deeds* for said County, on this *15* day of *Oct*, A. D. 1970, at *4:10* o'clock, *P.* M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
JACK BEELER, County Clerk

STATE OF *Oregon*)
) ss:
COUNTY OF *Yamhill*)

By *Sera Beeler*
Deputy

I CERTIFY that the within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of said County.

TRANSMISSION LINE EASEMENT

155 PAGE 124

The GRANTOR, herein so styled whether one or more, ROSS L. CHILCOTT and MYRTLE E. CHILCOTT, husband and wife,

for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED - - - - -
 - - - - - Dollars (\$1,500.00),
 in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Yamhill , in the State of Oregon , to wit:

That portion of that part of the Madison Malone Donation Land Claim No. 49 in Section 15, Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, described as: Beginning at a point on the east line of the Madison Malone Donation Land Claim No. 49 in Section 15, Township 4 South, Range 4 West, Willamette Meridian, said point being N. 0° 32' E. a distance of 46,006 chains from the southeast corner of said Claim No. 49; thence N. 89° 33' W. to the southeasterly line of the right of way of the Secondary State Highway No. 156; thence northeasterly along the southeasterly right of way line of said Secondary Highway No. 156 and Primary State Highway No. 1W to the east line of said Claim No. 49; thence South along the east line of said Claim No. 49 to the point of beginning, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Forest Grove-McMinnville transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 1263 + 71.3 a point on the north line of the Joseph R. Young Donation Land Claim No. 68 in Section 10, Township 4 South, Range 4 West, Willamette Meridian, said point being S. 89° 32' E. a distance of 1270.7 feet from the northwest corner of said Claim No. 68; thence S. 26° 41' W. a distance of 3853.7 feet to survey station 1302 + 25.0; thence S. 0° 07' W. a distance of 2321.1 feet to survey station 1325 + 46.1; thence S. 53° 32' W. a distance of 3784.0 feet to survey station 1363 + 30.1; thence S. 24° 16' W. a distance of 1271.6 feet to survey station 1376 + 01.7; thence S. 2° 52' W. a distance of 132.9 feet to survey station 1377 + 34.6 a point on the north boundary line of the United States Bonneville Power Administration's East McMinnville Substation site, said point being S. 2° 52' W. a distance of 160.9 feet and S. 88° 08' E. a distance of 281.2 feet from the point of intersection of the McMinnville City Limits line with the center line of 10th Street in the City of McMinnville extended East, said point of intersection being in the NE¼ of Section 21, Township 4 South, Range 4 West, Willamette Meridian.

I, the undersigned, G. R. Ringle, lessee under an unrecorded lease, for a valuable consideration from the Grantor herein, hereby acknowledged, join in the execution of this instrument for the sole and specific purpose of subordinating any interest I may have in the above described premises to the easement being acquired

...the grantor hereby warrants and covenants that the said clear of all brush, snags, dead trees or snags, and also the present and future growing trees, dead trees or snags on Grantor's land adjacent to said parcel of land, shall be clear of all such transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "timber trees") cut and removed from Grantor's land adjacent to said parcel of land shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damage incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whatsoever.

1949
R. S. [Signature]

[Signature]

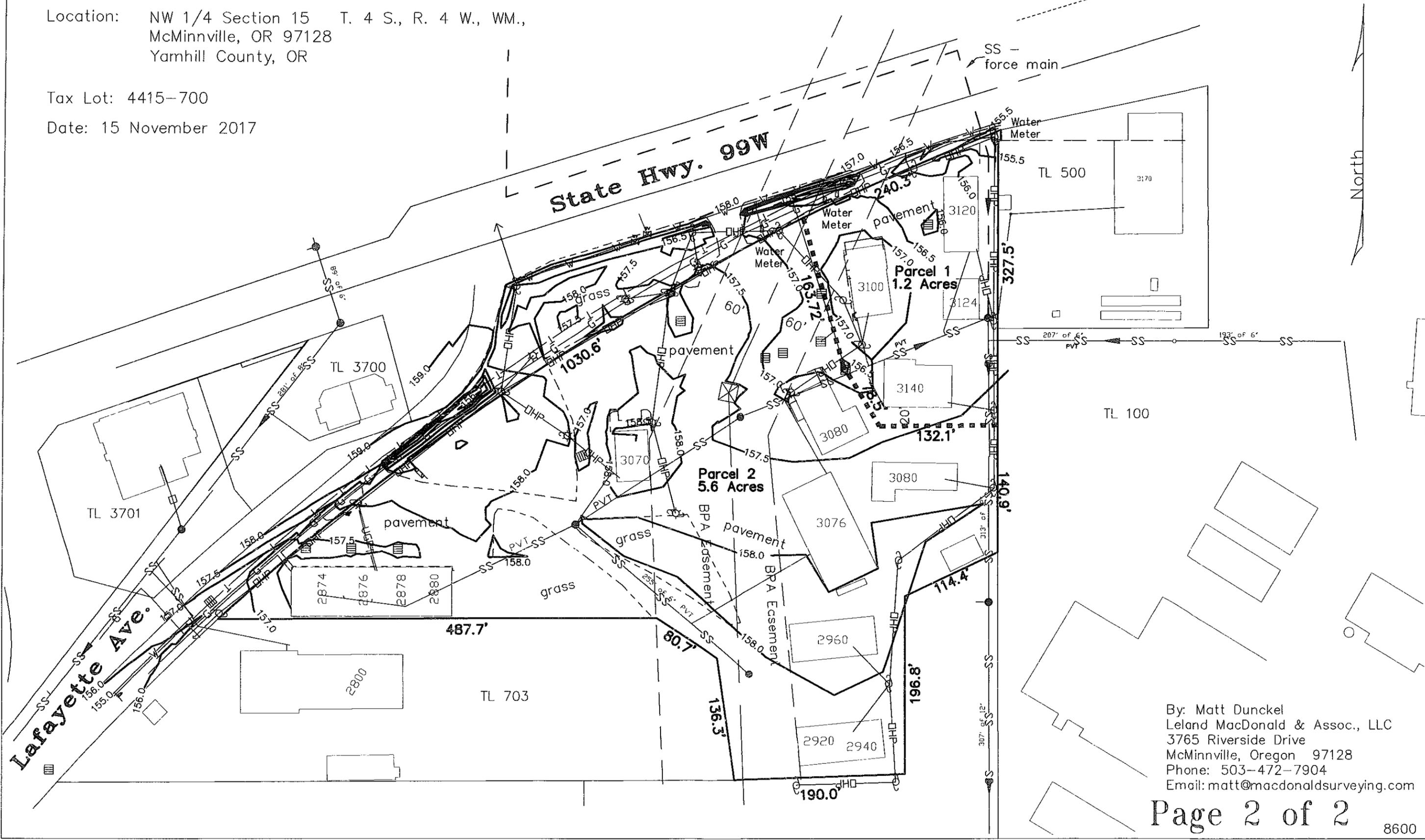
Tentative Partition

Scale: 1" = 100'

Location: NW 1/4 Section 15 T. 4 S., R. 4 W., WM.,
McMinnville, OR 97128
Yamhill County, OR

Tax Lot: 4415-700

Date: 15 November 2017



By: Matt Dunckel
Leland MacDonald & Assoc., LLC
3765 Riverside Drive
McMinnville, Oregon 97128
Phone: 503-472-7904
Email: matt@macdonaldsurveying.com