

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

Office Use Only:	
File No.	MP 8-17
Date Received	12-20-17
Fee	\$440.00
Receipt No.	17M0253
Received by	CD

Partition Application

Applicant Information

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

Applicant Name Michelbook Country Club Phone 503-472-2129
 Contact Name Dan O'Brien Phone 503-750-7151
(If different than above)
 Address 1302 NW Michelbook Lane
 City, State, Zip McMinnville, Oregon 97128
 Contact Email dan@current-electrical.com

Property Owner Information

Property Owner Name Michelbook Country Club Phone 503-472-2129
(If different than above)
 Contact Name Bob Marshall Phone 503-472-2129
 Address 1302 NW Michelbook Lane
 City, State, Zip McMinnville, Oregon 97128
 Contact Email Bob Marshall <bobm@michelbook.com>

Site Location and Description

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

Property Address 1301 NW Michelbook Lane Tax Lot R4417-01400
 Assessor Map No. See attached - Total Site Area _____
 -Subdivision _____ Block _____ Lot _____
 Comprehensive Plan Designation _____ Zoning Designation _____

General Description of Subject Property

- 1. Proposed Parcel Size: #1 10,000 #2 82,000 SQ FT #3 140 ± Acres
- 2. Current Land Use: Golf Course
- 3. Purpose of the partition request: Partitions Two individual lots from Michelbook Country Club master property legal description
- 4. Topography: Elevation changes are minimal for the propose lot
- 5. Method of Sewage Disposal: City of McMinnville Sanitary Sewer System
(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 of McMinnville

In addition to this completed application, the applicant must provide the following:

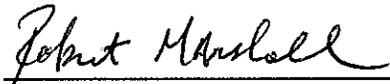
- A site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), indicating all required information as listed in the information sheet and in Section 17.53.060 (Submission of Tentative Partition Plan) of the Zoning Ordinance, or, if applicable, Section 17.53.080 (Submission of Future Development Plan). See Addenda One and Addenda two
- 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.



Dan O'Brien
Applicant's Signature

Date 12/11/2017



Robert Marshall
Property Owner's Signature

Date 12/11/2017

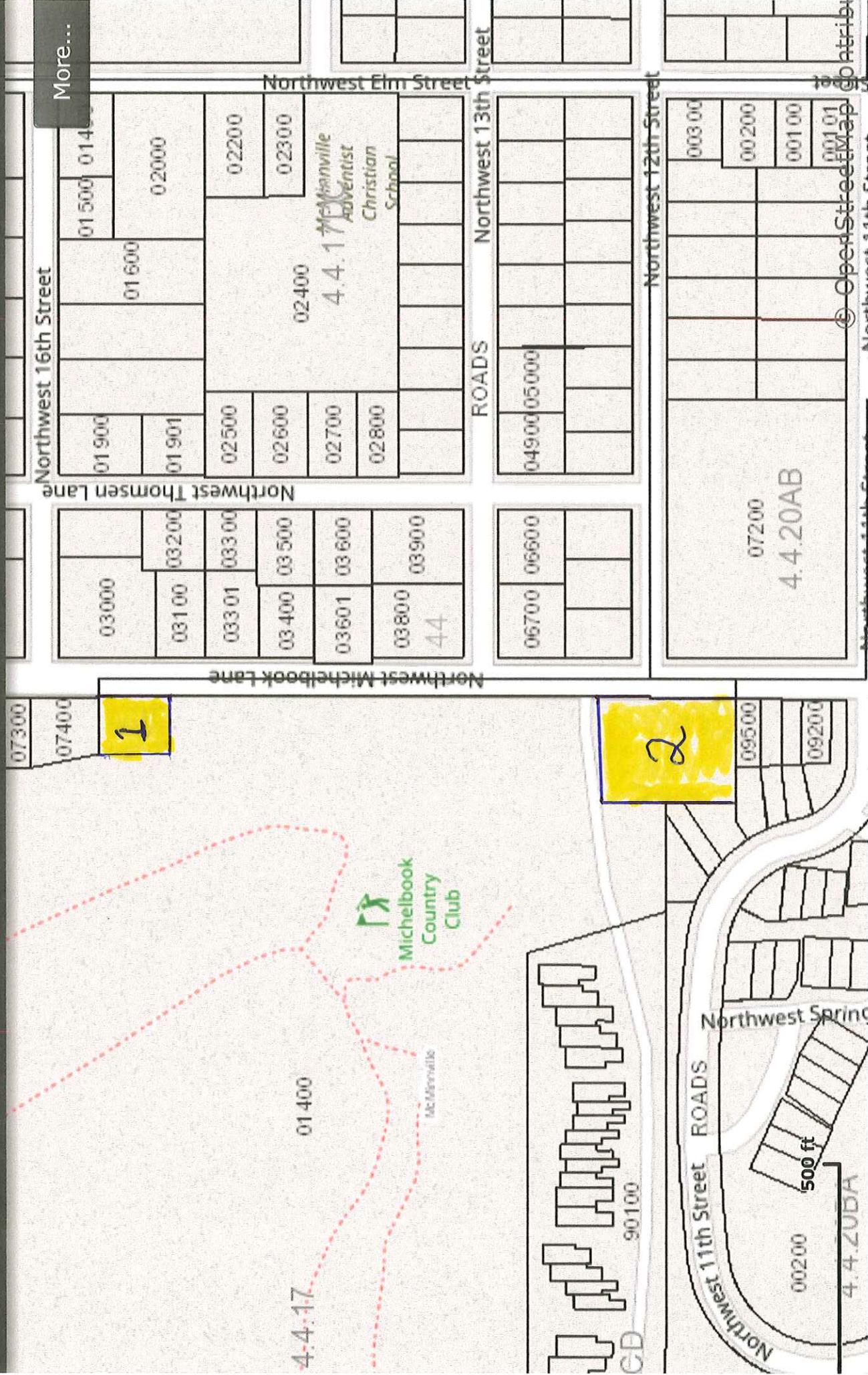


www.yamhillcountymaps.com/

Yamhill County GIS



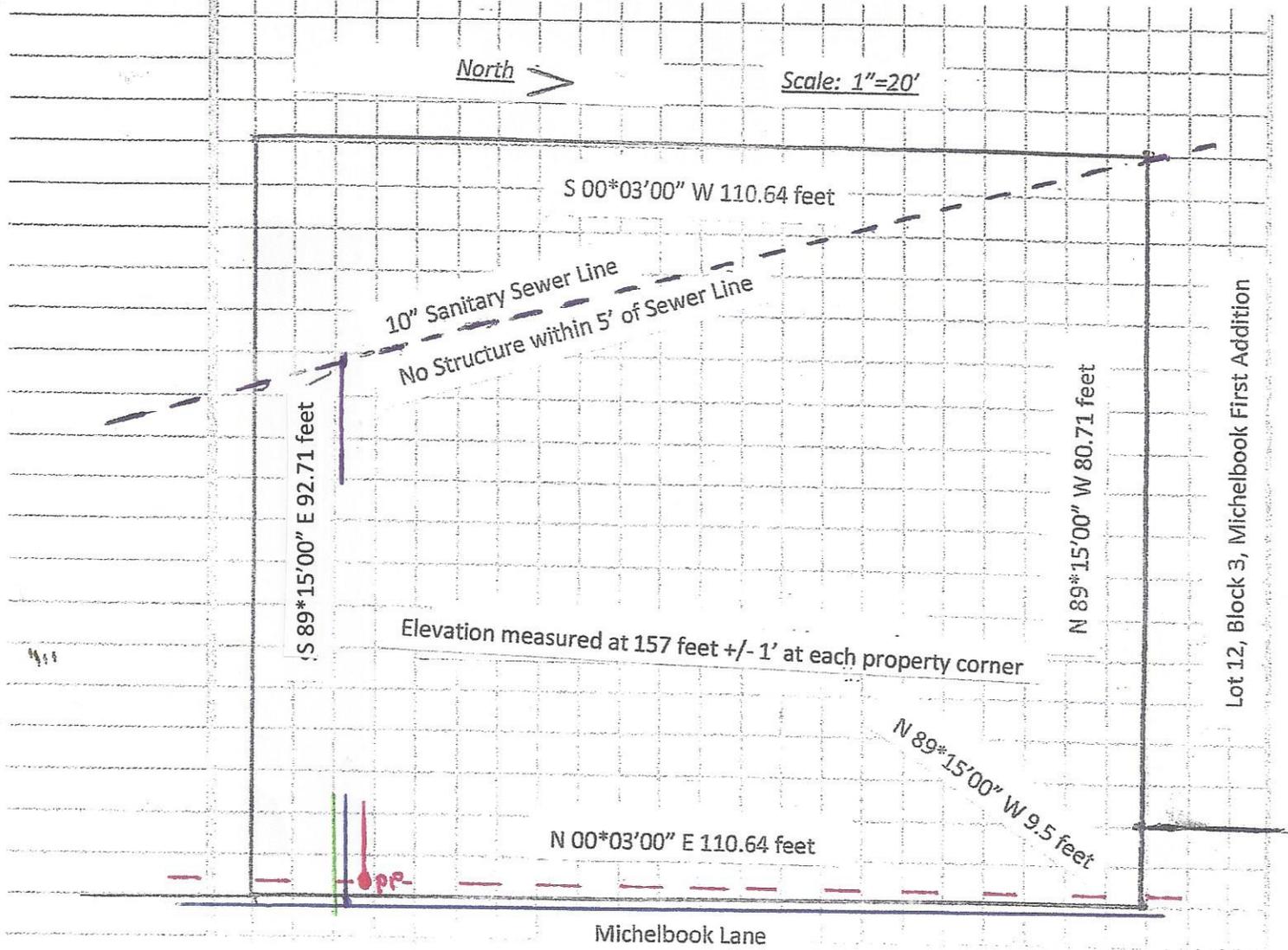
Enter address



1

2

4.4.17



At a point in common with the Southeast Corner of lot 12, Block 3 of Michelbook First Addition, Yamhill County, McMinnville, Oregon thence N 89° 15' 00" W 80.71 feet to an 3/4" iron post in common with the SW corner of Lot 13, Block 3, Michelbook Addition; Thence S 00° 03' 00" W 110.64 feet to a new 3/4" iron rod; Thence S 89° 15' 00" E 92.71 feet to a new 3/4" iron post at a point in common with the west boundary of NW Michelbook Lane; Thence N 0° 00' 00" 110.64 feet along the western boundary of NW Michelbook Lane; Thence N 89° 15' 00" W 9.5 feet to said point of beginning.

Said Lot being 10,036.15 sq. ft.

Michelbook Property legal description to be revised as this property is released.

Michelbook Estates
 1301 NW Michelbook Lane
 McMinnville, Oregon 97128

503-472-2129

140 +/- Acres

Michelbook Lane is 55' Wide with a future design to 56'

McMinnville Water and Light: Water
 McMinnville Water and Light: Power
 City of McMinnville: Storm Sewer
 City of McMinnville: Sanitary Sewer



Utility easements may be required for service to this property.
 Those easements will be detailed in final plat documents

Lot One

Lot Proximity
Minor Partition McMinnville, Oregon

APPROVALS

Book Estates Inc.
by the plat of
do hereby make,
cks, streets,
ing 10 FT. wide)
s plat and that
d to the use of
l taxes and
id, in witness
of February 1964

[Signature] Judge
C. H. Ferguson Commissioner
[Signature] Commissioner
[Signature] Assessor
[Signature] Co. Surveyor
[Signature] Chairmen
Planning Comm.
Taxes have been paid to *June 30 1964*
H. L. "Paul" McKee Sheriff

Filed

[Signature] Clerk
ACKNOWLEDGEMENT

State of Oregon s.s. On this *29th* day of *January*, 1964
Before me appeared *Weldon T. Ross and Willard L. Cushing* both
to me personally known, who being duly sworn, did say that he the
said *Weldon T. Ross* is the President, and he the said *Willard L.*
Cushing is the Secretary of *Michelbook Estates, Inc.* the within named
Corporation, and that the seal affixed to said instrument is the Corporate
seal of said Corporation, and that the said instrument was signed and sealed
in behalf of said Corporation by authority of its Board of Directors, and
Weldon T. Ross and Willard L. Cushing acknowledged said plat to be the
free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day
and year last written above.
[Signature] *April 4, 1965*
Notary Public of Oregon. My Commission Expires

MICHELBOOK'S 1ST. ADDITION
TO THE
CITY OF McMINNVILLE, OREGON

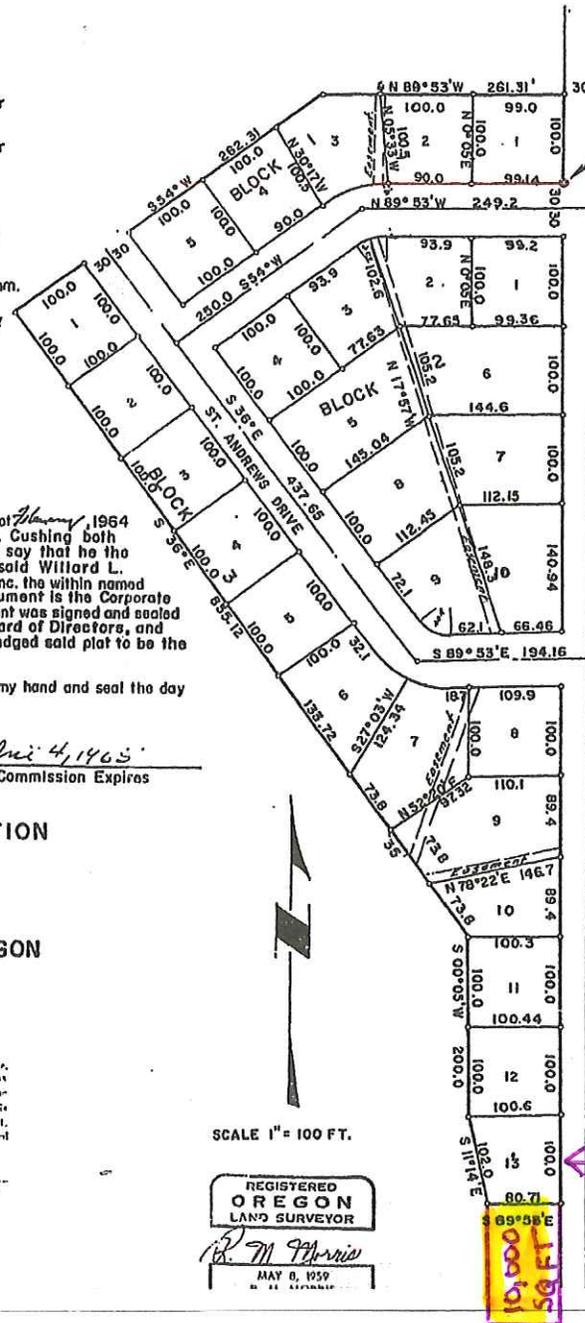
fore me a
nces
n, and who
d to me they
urposes therein
February 1964



I have correctly
ted on
ence S 89° 53' E
S 36° E 855.12 FT;
S 89° 53' E 30 FT;
ing.

January 1964
Expires
1965

Restrictions Vol 35-427.



INITIAL POINT
NORTH 89° 53' E 261.31'
EAST 898.6 FT. FROM
THE S.W. CORNER OF
THE BAKER D.L.C. T4S,
R4W, W.M.

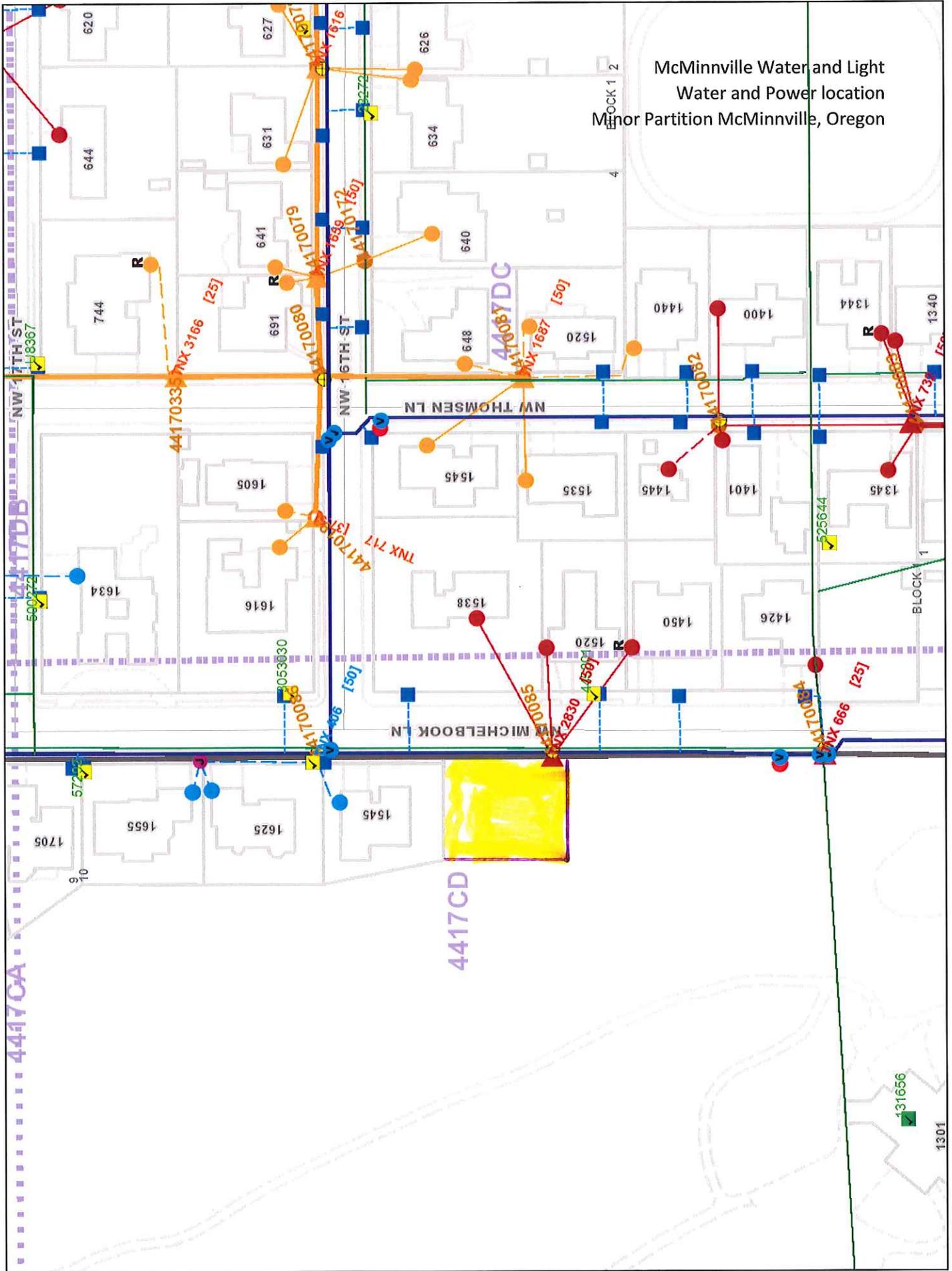
NORTH
MICHELBOOK LANE
19 TH ST.
18 TH PLACE
18 TH ST.
17 TH ST.
16 TH ST.

SCALE 1" = 100 FT.
REGISTERED
OREGON
LAND SURVEYOR
[Signature]
MAY 8, 1959

1545
NO Michelbook by

10,000
50 FT

McMinnville Water and Light
Water and Power location
Minor Partition McMinnville, Oregon



City of McMinnville
Sanitary Sewer
Minor Partition McMinnville, Oregon



City of McMinnville
Storm Sewer
Minor Partition McMinnville, Oregon

• Sanitary Sewer Connection

10,000

MICHELBOOK

16TH

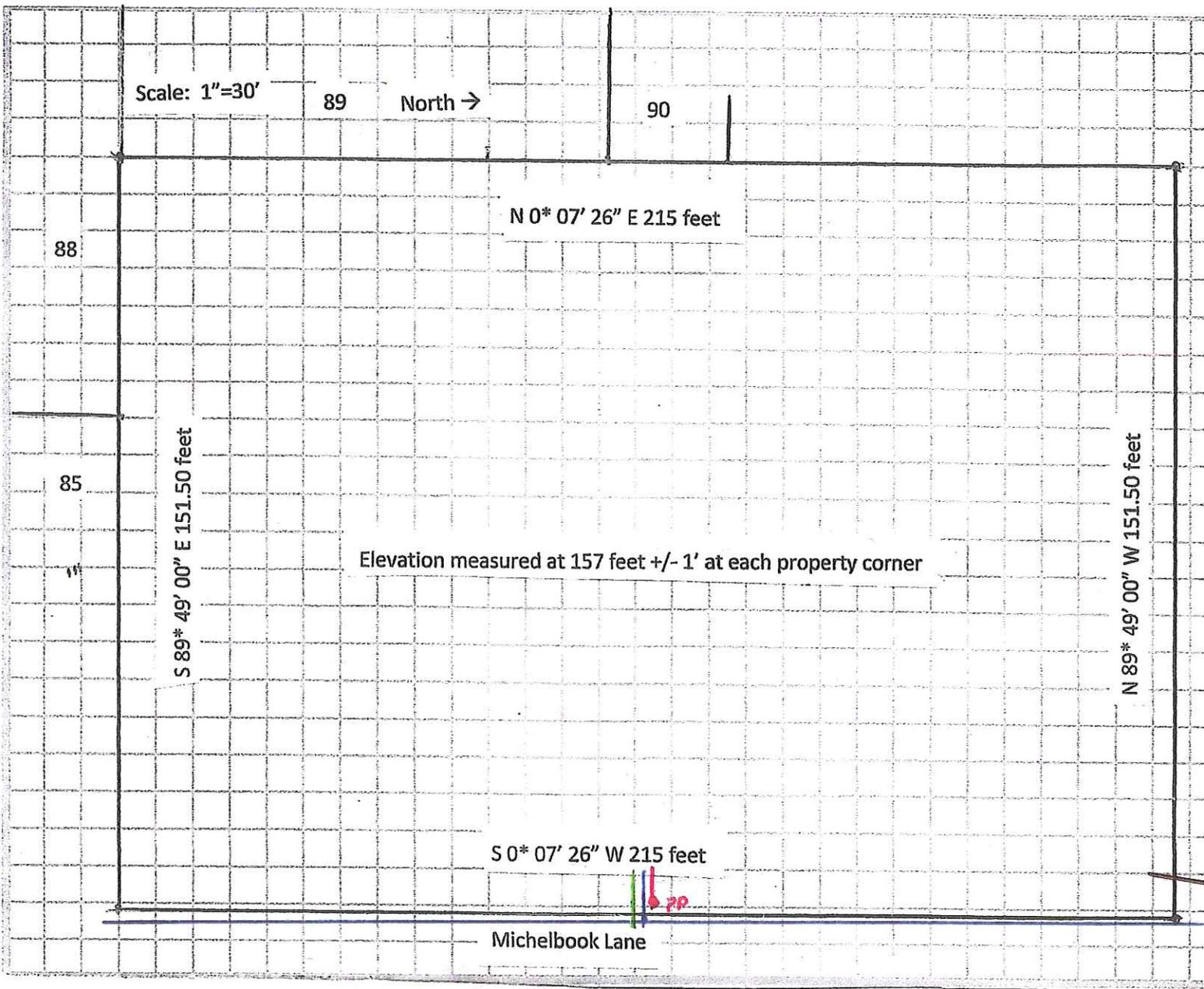
THOMSEN

ST

17TH

ST





At a point in common with the NE Corner of Lot 85, of Shadowood Greenways, Yamhill County, McMinnville, Oregon thence N 0° 07' 26" E 215 feet to a new 3/4" iron post; thence N 89° 49' 00" W 151.50 feet to a new 3/4" iron post; thence S 0° 07' 26" W 215 feet to an iron post in common with the north line of Lot 88, Block 3 Shadowood Greenways; thence S 89° 49' 00" E 151.50 feet to said point of beginning. Said Lot being 32,572.50 Sq. Ft

Utility easements may be required for service to this property. Those easements will be detailed in final plat documents

Michelbook Property legal description to be revised as this property is released.

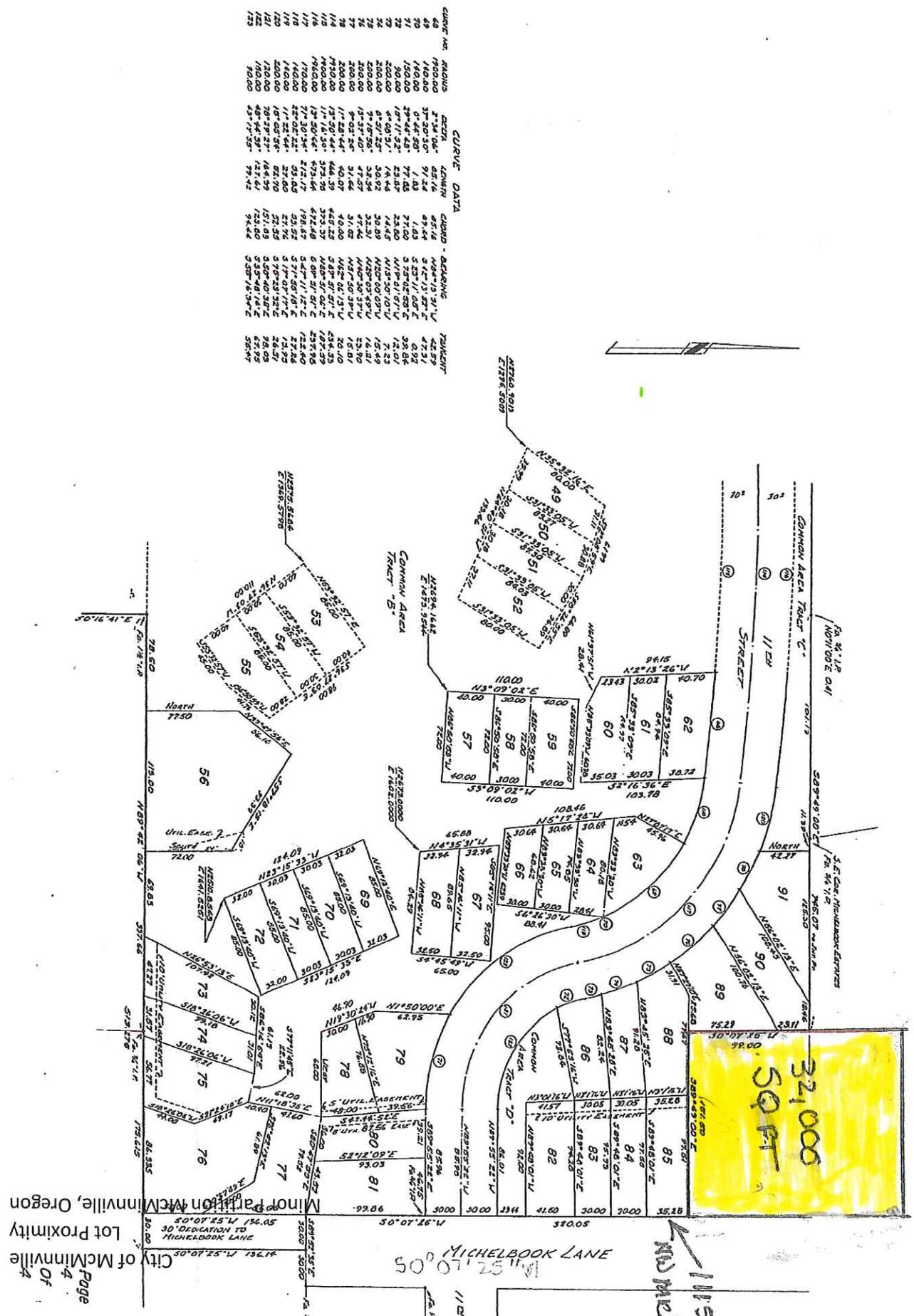
Michelbook Estates
 1301 NW Michelbook Lane
 McMinnville, Oregon 97128
 503-472-2129

McMinnville Water and Light: Water _____
 McMinnville Water and Light: Power _____
 City of McMinnville: Storm Sewer _____
 City of McMinnville: Sanitary Sewer _____

140 +/- Acres
 Michelbook Lane is 55' Wide with a future design to 56'

Lot Two

SHADOWWOOD GREENWAYS



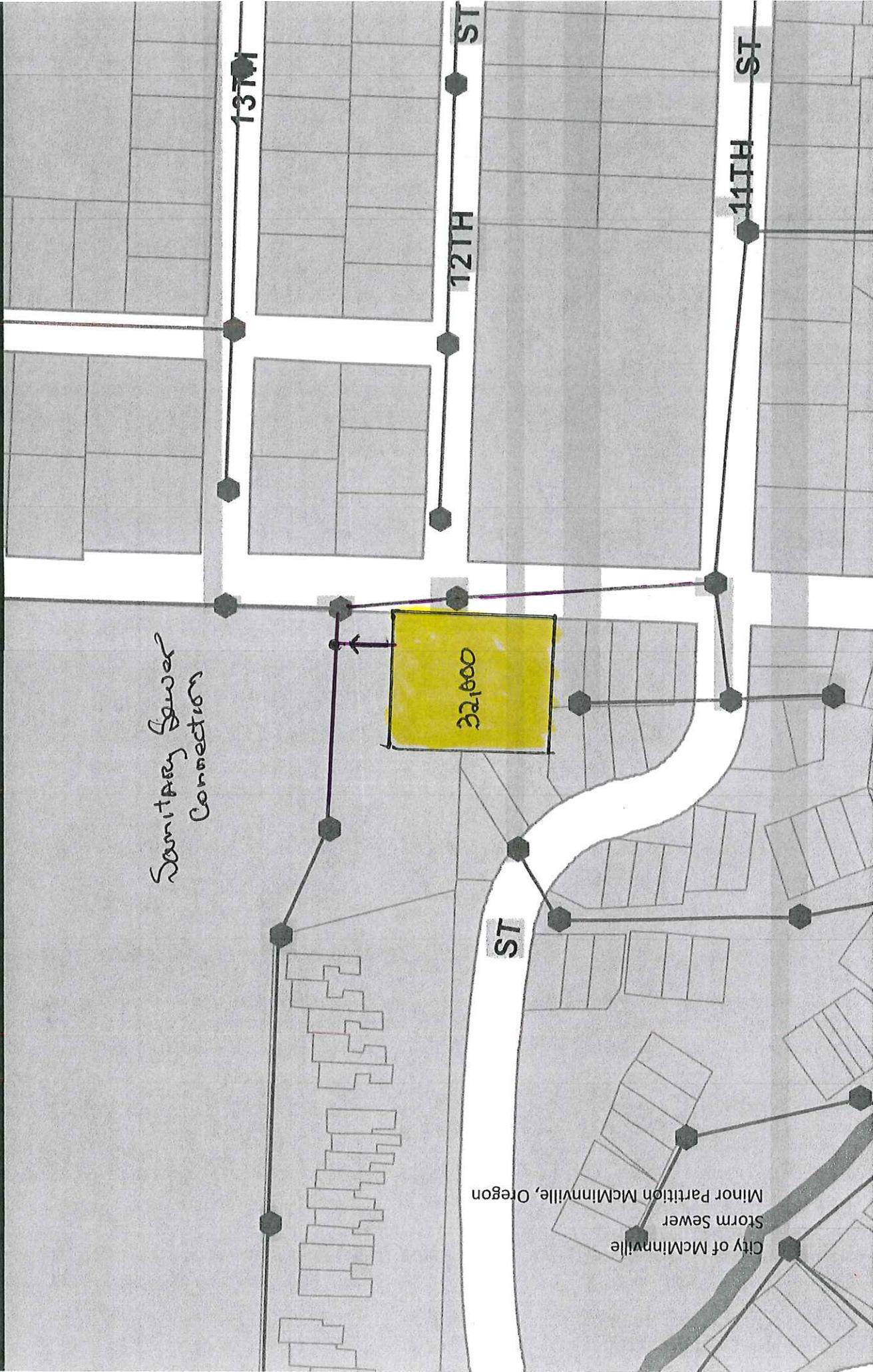
CURVE DATA

CURVE NO.	RADIUS	CHORD	BEARING	CHORD BEARING	TANGENT
48	1900.00	27.34	08.48	45.16	45.16
49	1900.00	37.20	30.50	91.44	91.44
50	1900.00	38.46	44.58	71.88	71.88
51	1900.00	39.72	58.62	52.32	52.32
52	1900.00	40.98	72.66	32.76	32.76
53	1900.00	42.24	86.70	13.20	13.20
54	1900.00	43.50	100.74	0.00	0.00
55	1900.00	44.76	114.78	0.00	0.00
56	1900.00	46.02	128.82	0.00	0.00
57	1900.00	47.28	142.86	0.00	0.00
58	1900.00	48.54	156.90	0.00	0.00
59	1900.00	49.80	170.94	0.00	0.00
60	1900.00	51.06	184.98	0.00	0.00
61	1900.00	52.32	199.02	0.00	0.00
62	1900.00	53.58	213.06	0.00	0.00
63	1900.00	54.84	227.10	0.00	0.00
64	1900.00	56.10	241.14	0.00	0.00
65	1900.00	57.36	255.18	0.00	0.00
66	1900.00	58.62	269.22	0.00	0.00
67	1900.00	59.88	283.26	0.00	0.00
68	1900.00	61.14	297.30	0.00	0.00
69	1900.00	62.40	311.34	0.00	0.00
70	1900.00	63.66	325.38	0.00	0.00
71	1900.00	64.92	339.42	0.00	0.00
72	1900.00	66.18	353.46	0.00	0.00
73	1900.00	67.44	367.50	0.00	0.00
74	1900.00	68.70	381.54	0.00	0.00
75	1900.00	69.96	395.58	0.00	0.00
76	1900.00	71.22	409.62	0.00	0.00
77	1900.00	72.48	423.66	0.00	0.00
78	1900.00	73.74	437.70	0.00	0.00
79	1900.00	75.00	451.74	0.00	0.00
80	1900.00	76.26	465.78	0.00	0.00
81	1900.00	77.52	479.82	0.00	0.00
82	1900.00	78.78	493.86	0.00	0.00
83	1900.00	80.04	507.90	0.00	0.00
84	1900.00	81.30	521.94	0.00	0.00
85	1900.00	82.56	535.98	0.00	0.00
86	1900.00	83.82	550.02	0.00	0.00
87	1900.00	85.08	564.06	0.00	0.00
88	1900.00	86.34	578.10	0.00	0.00
89	1900.00	87.60	592.14	0.00	0.00

City of McMinnville
 Lot Proximity
 Page 4
 1/24



<https://www.mcminnvilleoregon.gov/sites/default/files/fileattachments/engineering/page/364/sanitary.pdf>





<https://www.mcminnvilleoregon.gov/sites/default/files/fileattachments/engineering/page/364/storm.pdf>





First American

First American Title Company of Oregon

825 NE Evans Street
McMinnville, OR 97128
Phn - (503)376-7363
Fax - (866)800-7294

YAMHILL COUNTY TITLE UNIT
FAX (866)800-7294

Title Officer: Clayton Carter
(503)376-7363
ctcarter@firstam.com

TITLE REPORT

LOT BOOK SERVICE

Current Electrical
22375 NE Fryer Hill Road
Dundee, OR 97115

Order No.: 1039-2983324
December 20, 2017

Attn:
Phone No.: (503)750-7151 - Fax No.:
Email:

Re:

Fee: \$250.00

We have searched our Tract Indices as to the following described property:

The land referred to in this report is described in Exhibit A attached hereto.

and as of December 13, 2017 at 8:00 a.m.

We find that the last deed of record runs to

Michelbook Estates, Inc., an Oregon corporation

We find the following apparent encumbrances within ten (10) years prior to the effective date hereof:

NONE

1. Taxes for the year 2017-2018

Tax Amount	\$	49,628.98
Unpaid Balance:	\$	33,085.98, plus interest and penalties, if any
Code No.:		40.0
Map & Tax Lot No.:		R4417-01400
Property ID No.:		139861

2. Taxes for the year 2017-2018

Tax Amount	\$	4,064.36
Unpaid Balance:	\$	2,709.58, plus interest and penalties, if any
Code No.:	40.0	
Map & Tax Lot No.:	P5537	
Property ID No.:	296637	

3. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Open Space pursuant to O.R.S. 308A.300 to 308A.330. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the portion of the land that was subject to the special land assessment.

4. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

5. Easement, including terms and provisions contained therein:

Recording Information:	July 15, 1919 in Film Volume 153, Page 575
In Favor of:	City of McMinnville
For:	Pipeline

Partial Release of Easement recorded June 14, 2005 as Instrument No. 200512249, Deed and Mortgage Records, Yamhill County, Oregon

6. Easement, including terms and provisions contained therein:

Recording Information:	July 15, 1919 in Film Volume 153, Page 577
In Favor of:	City of McMinnville
For:	Pipeline

Partial Release of Easement recorded June 14, 2005 as Instrument No. 200512250, Deed and Mortgage Records, Yamhill County, Oregon

7. Easement, including terms and provisions contained therein:

Recording Information:	September 23, 1919 in Film Volume 154, Page 518
In Favor of:	City of McMinnville
For:	Pipe line

Release of Easement recorded June 14, 2005 as Instrument No. 200512251, Deed and Mortgage Records, Yamhill County, Oregon

8. Easement, including terms and provisions contained therein:

Recording Information:	March 9, 1966 in Film Volume 51, Page 314
In Favor of:	The City of McMinnville, Oregon, a municipal corporation
For:	Water pipelines

9. Easement, including terms and provisions contained therein:

Recording Information:	May 21, 1969 in Film Volume 75, Page 1084
In Favor of:	J. Eugene Popma and Lorraine Popma, husband and wife
For:	Ingress and egress

10. Easement, including terms and provisions contained therein:
Recording Information: May 21, 1969 in Film Volume 75, Page 1086
In Favor of: J. Eugene Popma and Lorraine Popma, husband and wife, their heirs and assigns
For: Pipelines and installation
11. Easement, including terms and provisions contained therein:
Recording Information: May 11, 1974 in Film Volume 89, Page 645
In Favor of: City of McMinnville
For: Water pipelines
12. Easement, including terms and provisions contained therein:
Recording Information: April 4, 1980 in Film Volume 149, Page 1398
In Favor of: E. L. Casteel Co., Inc., an Oregon corporation, Del Casteel, Emerson J. Collier, Ron Eborall, and Werner Nistler, Jr.
For: Sanitary Sewer
13. Easement, including terms and provisions contained therein:
Recording Information: April 4, 1980 in Film Volume 149, Page 1401
In Favor of: The City of McMinnville, a municipal corporation
For: Sanitary Sewer
14. Easement, including terms and provisions contained therein:
Recording Information: April 4, 1980 in Film Volume 149, Page 1404
In Favor of: E. L. Casteel Co., Inc., an Oregon corporation, Del Casteel, Emerson J. Collier, Ron Eborall and Werner Nistler, Jr.
For: Sanitary Sewer
15. Easement, including terms and provisions contained therein:
Recording Information: April 4, 1980 in Film Volume 149, Page 1407
In Favor of: The City of McMinnville, a municipal corporation
For: Sanitary Sewer
16. Easement, including terms and provisions contained therein:
Recording Information: September 2, 1981 in Film Volume 163, Page 1715
In Favor of: The City of McMinnville, a municipal corporation
For: Sanitary Sewer
17. Easement, including terms and provisions contained therein:
Recording Information: June 07, 1983 in Film Volume 177, Page 1610, Deed and Mortgage Records
In Favor of: The City of McMinnville, a municipal corporation
For: Utilities
18. Easement, including terms and provisions contained therein:
Recording Information: June 7, 1983 in Film Volume 177, Page 1614, Deed and Mortgage Records
In Favor of: The City of McMinnville, a municipal corporation
For: Sanitary Sewer

19. Easement, including terms and provisions contained therein:
Recording Information: October 27, 1983 in Film Volume 181, Page 945, Deed and Mortgage Records
In Favor of: The City of McMinnville, a municipal corporation
For: Sanitary Sewer

20. Easement, including terms and provisions contained therein:
Recording Information: March 30, 1984 in Film Volume 184, Page 2051, Deed and Mortgage Records
In Favor of: The City of McMinnville, acting by and through its Water and Light Commission, a municipal corporation
For: Place, construct, operate, repair, maintain, change, alter, improve, inspect, remove and replace electrical lines, water lines and fixtures

Also recorded July 5, 1984 in Film Volume 187, Page 1102, Deed and Mortgage Records, Yamhill County, Oregon.

21. Easement, including terms and provisions contained therein:
Recording Information: May 29, 1984 in Film Volume 186, Page 972, Deed and Mortgage Records
In Favor of: The City of McMinnville, acting by and through its Water and Light Commission, a municipal corporation
For: Electrical lines and fixtures

22. Easement, including terms and provisions contained therein:
Recording Information: July 5, 1984 in Film Volume 187, Page 1100
In Favor of: McMinnville Water & Light
For: Right of Way

Also recorded July 10, 1984 in Film Volume 187, Page 1393, Deed and Mortgage Records.

23. Easement, including terms and provisions contained therein:
Recording Information: March 17, 1989 in Film Volume 230, Page 1241, Deed and Mortgage Records
In Favor of: Francis M. Charbonnier and Victoria N. Charbonnier
For: Sewer

24. Easement, including terms and provisions contained therein:
Recording Information: June 06, 2001 as Instrument No. 200108931, Deed and Mortgage Records
In Favor of: The City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its Water & Light Commission
For: Right of way

25. Easement, including terms and provisions contained therein:
Recording Information: July 26, 2002 as Instrument No. 200214893, Deed and Mortgage Records
In Favor of: Michelbook-5 L. L. C., an Oregon limited liability company
For: Storm drainage easements

26. Easement, including terms and provisions contained therein:

Recording Information: August 01, 2003 as Instrument No. 200319269, Deed and Mortgage Records
In Favor of: The City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its Water & Light Commission
For: Right of way

27. Easement, including terms and provisions contained therein:

Recording Information: August 23, 2004 as Instrument No. 200417274, Deed and Mortgage Records
In Favor of: The City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its Water & Light Commission
For: Right of way

28. Any matters relating to the exact location of "Mill Race", as said reference may be used or referenced in the above legal description and/or exceptions.

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

We find the following unpaid taxes and city liens: NONE

Situs Address as disclosed on Yamhill County Tax Roll:

1301 NW Michelbook Lane, McMinnville, OR 97128

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.

Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1:

A part of Lot Four of Section Seventeen and part of the Donation Land Claim of Solomon Beary and wife, Notification No. 1224, Claim No. 54, in Sections Seventeen, Nineteen and Twenty, all in Township Four South, Range Four West of the Willamette Meridian, bounded as follows:

Beginning at a stone at the Southwest corner of the Donation Land Claim of John G. Baker and wife in Township Four South, Range Four West of the Willamette Meridian, and on the north line of said Donation Land Claim of Solomon Beary and wife, thence North 89°26' West along the North line of said Donation Land Claim of Solomon Beary and wife 11.30 chains to a corner post, thence South 0°06' East 8.25 chains to a point 5 links from the center of the Mill Ditch now there, thence North 64°27' West parallel to and 3 feet North from center of said Mill Ditch 16.48 chains to the West line of said Section Seventeen, thence North 0°08' East along the Section line 15.00 chains to a stone at the Northwest corner of "Derby" Land, thence South 89°56' East 26.20 chains to West line of said Donation Land Claim of John G. Baker and wife, thence South 0°20' West along the West line of said Donation Land Claim of John G. Baker and wife 13.94 chains to the place of beginning.

ALSO: A portion of the Donation Land Claim of John G. Baker and Catherine Baker, his wife, Claim No. 48, Notification No. 1214, in Township Four South, Range Four West of the Willamette Meridian, and said portion being bounded as follows, to-wit: Beginning at the Southwest corner of said Donation Land Claim, thence running East along the South boundary line of said Claim 14.07 chains to a galvanized iron pipe 36 inches long by 2 inches set in ground, thence North 50.13 chains to an iron pipe 1-1/2 inches by 30 inches set in center of County Road, thence running North 84°19' West along the center of said County Road 14.20 chains to an iron pipe 1-1/2 inches by 30 inches set in the center of the County Road on the West boundary of said Donation Land Claim, thence running South along the West boundary line of said Donation Land Claim 51.41 chains to the place of beginning.

ALSO: A part of the Solomon Beary Donation Land Claim, Notification No. 1224, Claim No. 54, in Township Four South, Range Four West of the Willamette Meridian, and said part being more particularly described as follows, to-wit:

Beginning at a point on the North line of said Claim 745.7 feet East of the Southwest corner of the John G. Baker Donation Land Claim, thence East along the line between the Donation Land Claims of Solomon Beary and John G. Baker 181.5 feet to iron pipe, thence South 0°13' West 99 feet to iron pipe, thence West 181.5 feet to iron pipe, thence North 0°13' East 99 feet to the place of beginning.

PARCEL 2:

Part of the Southwest Quarter of Section 17 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, said part being a portion of that certain tract of land conveyed to Ernest J. Stout by deed recorded October 27th, 1917 in Book 74, Page 87, Deed Records, said part being more particularly described as follows:

Beginning at a point on the East line of that certain tract of land conveyed to David Stout by deed recorded December 2, 1880 in Book "T", Page 508, Deed Records, said place of beginning being the Southwest corner of that certain tract of land described in deed recorded in Book "Q", Page 212, Deed Records, said place of beginning being situated on the West line of Section 17 of said Township and Range and being marked by an iron pipe set in County Survey P-3645; thence East along the South line of the tract described in said last mentioned deed 1155 feet to an iron pipe set in said County survey P-

3645 at a point 554.40 feet West of the Southeast corner of the Maddison Shadden Certified Claim; thence North 660 feet to a point; thence West to an iron pipe situated on the West line of said Section 17; thence South along the Section line 660 feet to the place of beginning; said premises being that certain 10 chain by 17.50 chain rectangular tract shown in said County Survey P-3645.

PARCEL 3:

Part of the Southwest Quarter of Section 17 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, said part being a portion of that certain tract of land conveyed to Ernest J. Stout by deed recorded October 27th 1917 in Book 74, Page 87, Deed Records, said part being more particularly described as follows:

Beginning at a point on the East line of that certain tract of land conveyed to David Stout by deed recorded December 2, 1880 in Book "T", Page 508, Deed Records, said place of beginning being the Southwest corner of that certain tract of land described in deed recorded in Book "Q", Page 212, Deed Records, said place of beginning being situated on the West line of Section 17 of said Township and Range and being marked by an iron pipe set in County Survey P-3645; thence East along the South line of the tract described in said last mentioned deed 1155 feet to an iron pipe set in said County Survey P-3645 at a point 554.40 feet West of the Southeast corner of the Maddison Shadden Certified Claim; thence North 660 feet to a point; thence West to an iron pipe situated on the West line of said Section 17; thence South along the Section line 660 feet to the place of beginning; said premises being that certain 10 chain by 17.50 chain rectangular tract shown in said County Survey P-3645

PARCEL 4:

All that portion of the following described property lying SOUTH of Baker Creek Road:

Beginning at the Southeast corner of the tract of land described in Deed recorded in Book "Q", Page 212, Records of said County, from T. J. Shadden and wife to D. Stout; running thence North 10.06 chains; thence North 0° 08' East 8.37 chains; thence North 0° 13' East 18.56 chains to the County Road; thence continuing North, following the East line of tract described in deed recorded in Book "V", Page 131, Records of said County, to the Northeast corner thereof, and the North line of Section 17, Township 4 South, Range 4 West of the Willamette Meridian; thence West following the North line of said tract and said Section 26.30 chains to the Northwest corner thereof; thence South following the West line of said Section and the West line of said two tracts above referred to, to a point in the center of said County Road; thence Easterly following the centerline of said County Road, 10 feet; thence South parallel with the West line of Said Section 17 and 10 feet East therefrom to a point 10 chains North of the South line of tract described in said deed recorded in Book "Q", Page 212; thence East parallel with the South line of said tract to a point 17.50 chains East of the West line of said Tract; thence South parallel with the West line of said tract, 10 chains to the South line thereof; thence East along the South line thereof, 8.40 chains to the place of beginning.

PARCEL 5:

Being a part of the Solomon Beary Donation Land Claim, Notification No. 1224, Claim No. 54 in Sections 20 and 17 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, and beginning at a point 14.04 chains West and 21.034 chains North from the Northeast corner of the S. F. Staggs Claim; thence North 1.966 chains; thence East 0.90 of a chain; thence North 17.93 chains; thence North 89° 25' West 7.00 chains; thence South 9.50 chains; thence West 10.50 chains; thence South 00° 10' East 10.466 chains; thence East 16.57 chains to the point of beginning.
Excepting those portions lying in roads and Mill Races.

PARCEL 6:

Beginning at a 5/8 inch road on the East line of Section 18 in Township 4 South, Range 4 West,

Willamette Meridian, Yamhill County, Oregon, that is South 0° 08' 00" East 1982.58 feet from a ¾ inch pipe at the intersection of the Southerly right-of-way line of Baker Creek Road (60.00 foot right-of way) with the said East Section line; thence South 50° 27' 08" West 1613.93 feet to a 5/8 inch rod on the Southerly right-of-way line of an old mill race (24 foot wide mill race); thence South 63° 57' 21" East along the Southerly right-of-way line of said mill race, 1389.39 feet to a 5/8 inch rod on the said East Section line; thence North 0° 08' 00" West 1637.66 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the boundaries of those certain tracts of land described in Deed recorded April 4, 1955 in Book 176, Page 503, Deed and Mortgage Records, and in Memorandum of Contract recorded August 15, 1978 in Film Volume 131, Page 1756, Deed and Mortgage Records of Yamhill County.

SAVE AND EXCEPT THE FOLLOWING TRACTS:

1. All of MICHELBOOK'S 1ST ADDITION, to the City of McMinnville, Yamhill County, State of Oregon.
2. Warranty Deed recorded October 29, 1964 in Film Volume 41, Page 171, Deed and Mortgage Records, Yamhill County.
3. All of (CORRECTED) MICHELBOOK SECOND ADDITION, to the City of McMinnville, Yamhill County, State of Oregon.
4. Warranty Deed recorded December 12, 1967 in Film Volume 64, Page 714, Deed and Mortgage Records, Yamhill County, Oregon.
5. All of MICHELBOOK'S THIRD ADDITION, to the City of McMinnville, Yamhill County, State of Oregon.
6. Warranty Deed recorded November 24, 1975 in Film Volume 109, Page 403, Deed and Mortgage Records, Yamhill County, State of Oregon.
7. Deed recorded May 21, 1976 in Film Volume 112, Page 888, Deed and Mortgage Records, Yamhill County, State of Oregon.
8. All of MICHELBOOK'S FOURTH ADDITION, to the City of McMinnville, Yamhill County, State of Oregon.
9. Warranty Deed recorded May 29, 1984 in Film Volume 186, Page 975, Deed and Mortgage Records, Yamhill County, State of Oregon.
10. Bargain and Sale Deed recorded November 29, 1984 in Film Volume 190, Page 1451, Deed and Mortgage Records, Yamhill County, State of Oregon.
11. Warranty Deed recorded March 8, 1991 in Film Volume 252, Page 1368, Deed and Mortgage Records, Yamhill County, State of Oregon.
12. All of MICHELBOOK FIFTH ADDITION, to the City of McMinnville, Yamhill County, State of Oregon.
13. All of MICHELBOOK SIXTH ADDITION, to the City of McMinnville, Yamhill County, State of Oregon.
14. Warranty Deed recorded July 26, 2002 as Instrument No. 200214947, Deed and Mortgage Records, Yamhill County, State of Oregon.
15. Warranty Deed recorded February 1, 2005 as Instrument No. 200502210, Deed and Mortgage Records, Yamhill County, State of Oregon.
16. Warranty Deed recorded January 24, 2006 as Instrument No. 200601589, Deed and Mortgage Records, Yamhill County, State of Oregon.
17. Warranty Deed recorded May 25, 2006 as Instrument No. 200611702, Deed and Mortgage Records, Yamhill County, State of Oregon.
18. Bargain and Sale Deed recorded January 23, 2008 as Instrument No. 200801182, Warranty Deed recorded May 25, 2006 as Instrument No. 200611702, Deed and Mortgage Records, Yamhill County, State of Oregon.

ease over grb 12 sec. 17 45 dw

FILE 149 MAY 14 1980

EASEMENT

THIS INDENTURE, made and entered into this 20 day of March, 1980, by and between CHRISTIE C. MICHELBOOK and MICHELBOOK ESTATES, INC., an Oregon corporation, hereinafter referred to as "Grantors", and E. L. CASTEEL CO., INC., an Oregon corporation, DEL CASTEEL, EMERSON J. COLLIER, RON EBORALL and WERNER HISTLER, JR., hereinafter referred to as "Grantees",

W I T N E S S E T H

That the Grantors, for and in consideration of one dollar to them in hand paid, do hereby grant, bargain, sell and convey unto Grantees, a perpetual easement, 20 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using a sanitary sewer which may hereinafter be installed on the following described property, to-wit:

Being a part of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon and being a part of that certain tract described in Volume 110, Page 541, Deed Records of Yamhill County, Oregon and being more particularly a centerline description, 20 feet in width, 10 feet on each side, as follows:

Beginning at a point on the North line of the Solomon Beary D.L.C. No. 54, 268.87 feet North 89°10'49" West of the Southwest corner of the John G. Baker D.L.C. No. 48; thence North 53°47'40" West 309.05 feet; thence North 61°57'50" West 168.60 feet; thence North 43°12'10" West 274.96 feet; thence North 16°46'30" West 247.00 feet; thence North 69°16'30" West 476.00 feet; thence North 49°16'30" West 84.03 feet to the North line of Grantor's property. Said point being on that line established by County Survey C.S.P.-3645, Volume L, Page 199, Yamhill County Surveyor Records, said point also being 285.89 feet South 89°43'45" East (West-survey bearing) of recognized section line as shown by the aforementioned county survey, all as particularly shown on the attached diagram, designated Exhibit "A", and by this reference made a part hereof.

TO HAVE AND TO HOLD said easement to the Grantees, their heirs and assigns, forever, it being expressly understood and agreed that Grantees shall have the right to assign said easement to the City of McIlminville, Yamhill County, Oregon.

1. EASEMENT

Pioneer National Title Insurance Company

4417-1500

MCILMINVILLE

FILE 149 PAGE 1408

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals
this 28 day of March, 1980.

Christie C. Michelbook
Christie C. Michelbook

MICHELBOOK ESTATES, INC.,
an Oregon corporation

By: [Signature]
President

By: [Signature]
Secretary

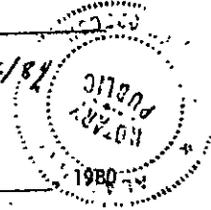
- GRANTORS -

STATE OF OREGON, }
County of Yamhill. } ss.

MARCH 28, 1980

Personally appeared the within named CHRISTIE C. MICHELBOOK, Grantor, and
acknowledged the foregoing instrument to be her voluntary act and deed.
Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 4/26/84

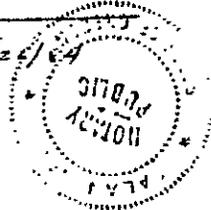


STATE OF OREGON, }
County of Yamhill. } ss.

MARCH 28

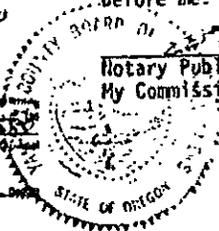
Personally appeared LYLE GOULD and CATHRYN D. HAUGEBERG who, being first
duly sworn, each for himself and not one for the other, stated that the former
is the president and the latter is the secretary of MICHELBOOK ESTATES, INC.,
an Oregon corporation, Grantor, and that the seal affixed hereto is its seal,
and that this instrument was voluntarily signed and sealed in behalf of the
corporation by authority of its board of directors.
Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 4/26/84



COUNTY OF YAMHILL }
STATE OF OREGON } ss.
1980

02708



2. EASEMENT

RIGHT OF WAY PERMIT

THIS INSTRUMENT WITNESSETH: That we, Francis and Christie Michelbook, parties of the first part, for and in consideration of the sum of \$1.00 and the further consideration of the agreements and conditions hereinafter contained, do hereby give and grant unto the City of McMinnville, the party of the second part, the right and privilege to enter upon and to construct, maintain, and operate a pipeline, for as long a time as there is use for this pipeline, to convey water in the City of McMinnville, Oregon, over and across the following described premises to wit:

Volume 94, Page 248
 Beginning at the Southwest corner of the John G. Baker D. L. C. in Yamhill County, Oregon; thence East along the South boundary of said claim for 14.97 chains to a 2-inch iron pipe; thence North 50.13 chains to a 1 1/2-inch iron pipe set in center of county road; thence North 84° 19' West along the center of said county road 14.20 chains to a 1 1/2-inch iron pipe on the West line of said D. L. C.; thence South along the West line of said D. L. C. 51.41 chains to the beginning, containing 7.59 acres more or less.

The line of said pipeline easement across said property to be located as follows:

Beginning at a point on the East line of the above described property, which is 400 feet North of the Southeast corner of said property; thence South 86° 19' West to a point in the West line of said property, which is 424 feet North of the Southwest corner of said property.

It is understood and agreed that the party of the second part shall not interfere with the right of the parties of the first part to cultivate or use without hindrance any or all of said property at all times save and except such portions thereof at such times as may be necessary to be used by the city during construction and maintenance of said line, and in making repairs thereto.

It is further understood and agreed that in the event of the said city, its agents or employees shall cause any damage to the property of the said parties of the first part the city will pay a reasonable sum for the damage done, and will reseed and otherwise restore the easement strip to the condition prevailing before construction.

The said parties of the first part hereby covenant to and with said grantees, that they and the heirs of said party by whom said right of way is granted,

To have and to hold said right of way unto said grantees as long as it shall be used for a right of way for said pipeline, but in case said pipeline shall not be used as a part of the city distribution system to convey water to said city for a period of two years or longer, said right of way shall utterly cease and become void.

In testimony whereof said grantors have hereunto subscribed

their names and affixed their seals, this 21st day of May, 1949

Francis Michelbook (SEAL)
Christie Michelbook (SEAL)

Signed, sealed, and delivered in the presence of

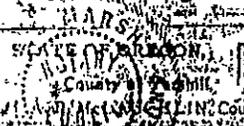
C.S. Marsh
W. S. Wilcox

WITNESSES

State of Oregon)
Yamhill County) SS

Personally appeared before the undersigned, a notary public in and for said county and state, on this the 21st day of May, 1949, the above named Francis and Christie Michelbook, who are personally known to me to be the persons named in and who executed said instrument freely and voluntarily for the uses and purposes therein stated.

In witness whereof I have hereunto subscribed my name and affixed my seal of office the day and date last above written.



21256

C.S. Marsh

I, C.S. Marsh, County Clerk in and for said County and State, do hereby certify that this instrument of Writing was Notary Public for Oregon on this 21st day of May, 1949, at 3:30 o'clock P.M. My commission expires 11-18-1950. In witness whereof, I have hereto subscribed my name and affixed my Official Seal.



Deputy

Release of Easement

Recording Information

Between

McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

and

Michelbook Country Club
1301 NW Michelbook Lane
McMinnville, OR 97128

After recording, return to:
McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$26.00

200512249

11:04:08 AM 6/14/2005

DMR-EDMR Cnt=1 Str=3 KENTV
\$5.00 \$10.00 \$11.00

RELEASE OF EASEMENT

The City of McMinnville, a municipal corporation of the State of Oregon, ACTING BY AND THROUGH ITS WATER AND LIGHT COMMISSION, hereby releases, terminates, and abandons all of its right, title and interest in and to that portion of the certain easement over, across and upon real property situated in Yamhill County, State of Oregon, described as follows:

A portion of an existing water distribution easement, located in Township 4 South, Range 4 West, Section 17, being part of the West 1/4 of the John G. Baker D.L.C. No. 48, of the Willamette Meridian, Yamhill County, Oregon, said parcel described in Right-of-Way Permit from Francis & Christie Michelbook to City of McMinnville, dated May 21, 1949, recorded in Volume 153, Pages 575-576, Yamhill County Deeds and Records, Yamhill County, Oregon.

The actual description of the easement to be vacated is located as follows:

Beginning at a point on the East line of the above described property, which is 480 feet North of the Southeast corner of said property; thence South 86°19' West to a point on the West line of said property, which is 424 feet North of the Southwest corner of said property.

The true and actual consideration paid for this transfer, stated in terms of dollars, is none; however, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

EXECUTED BY and pursuant to the authority of the Water and Light Commission of the City of McMinnville pursuant to a Commission Action on the 19th day of April, 2005.

Edward J. Gornley
Edward J. Gornley
Mayor & Ex-Officio Chairman

ATTEST:

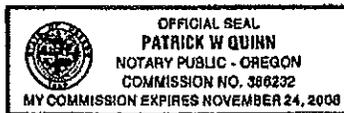
Mary Ann Nolan
Mary Ann Nolan
Clerk of the Commission

STATE OF OREGON)
) Ss.
County of Yamhill)

JUNE 10, 2005

Personally appeared Edward J. Gornley and Mary Ann Nolan who being duly sworn, each for themselves and not for the other, did say that the former is the Mayor and Ex-Officio Chairman and the latter is the Clerk of the Water and Light Commission of the City of McMinnville and are the authorized representative of the City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, and that the foregoing instrument was signed on behalf of said Commission by appropriate authority; and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me: *Patrick W. Quinn*
Notary Public for Oregon
My Commission Expires: 11/24/2008



e ease over arb 12 Dec 17 4-00

FILE 449 REC 1501

4417-1500

Pioneer National Title Insurance Company

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EASEMENT

THIS INDENTURE MADE and entered into this 30 day of March 1980, by and between Del Casteel, E. L. Casteel Co., Inc., an Oregon Corporation, Emerson J. Collier, Ron Eborall and Werner Nistler, Jr., hereinafter referred to as the Grantors, and the City of McMinnville, a municipal corporation, in Yamhill County, Oregon, hereinafter referred to as the Grantee.

WITNESSETH

That the Grantors, for and in consideration of one dollar to them in hand paid, do hereby grant, bargain, sell and convey unto the Grantee, a perpetual easement, 20 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using a sanitary sewer which may hereinafter be installed on the following described property, to-wit:

Being a part of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon and being a part of that certain tract described in Volume 33, Page 103, Deed Records of Yamhill County, Oregon and being more particularly a centerline description, 20 feet in width, 10 feet on each side as follows:

Beginning at a point on the South line of said tract as established by County Survey C.S.P.-3645, Volume L, Page 199, Yamhill County Surveyor Records, said point being 285.89 feet South 89°43'45" East of the iron pipe on the recognized section line as established by said survey; thence North 49°16'30" West 335.97 feet; thence North 17°40'40" West 102.68 feet to the West line of Section 17 and being 315.68 feet North 0°01' East (North 00°08' West.-record bearing) of an iron pipe set in County Survey C.S.P.-3645, Volume L, Page 199, County Surveyor Records.

See Exhibit A Attached.

TO HAVE AND TO HOLD the above easement to the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, The Grantors above named have hereunto set their hands and seals this 30 day of March, 1980.

E. L. Casteel Co., Inc.,
an Oregon Corporation

By: [Signature]
President

(Corporation Seal)

By: [Signature]
Secretary



A

149 1402

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Del Casteel
Del Casteel

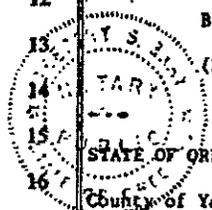
Ron Eborall
Ron Eborall

Emerson J. Collier
Emerson J. Collier

Werner Nistler, Jr.
Werner Nistler, Jr.

STATE OF OREGON)
) ss.
County of Yamhill.)

Personally appeared Euell Casteel and Emma Casteel, who, being sworn, each for himself and not one for the other, stated that the former is the president and the latter is the secretary of the above-named corporation, and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.

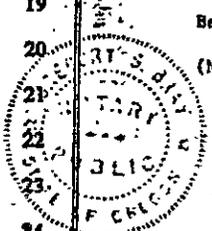


Before me:
(Notary Seal)

Gregory J. Berg
Notary Public for Oregon
My Commission Expires: July 8, 1983

STATE OF OREGON)
) ss.
County of Yamhill.)

On the 30 day of August, 1980, personally appeared Del Casteel, Emerson J. Collier, Ron Eborall, and Werner Nistler, Jr., and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:
(Notary seal)

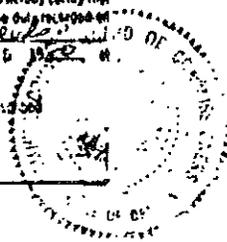
Gregory J. Berg
Notary Public for Oregon
My Commission Expires: July 8, 1983

STATE OF OREGON)
County of YAMHILL) ss.

I, Notary Public, County of Yamhill, State of Oregon, certify that the within instrument of Emerson J. Collier and Ron Eborall, Secretary and President of the above-named corporation, was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors, on the 30 day of August, 1980.

02707 10.50

In testimony whereof, I have hereunto set my hand and official seal at the City of Yamhill, Oregon, this 30 day of August, 1980.
By: Don Otter
Deputy

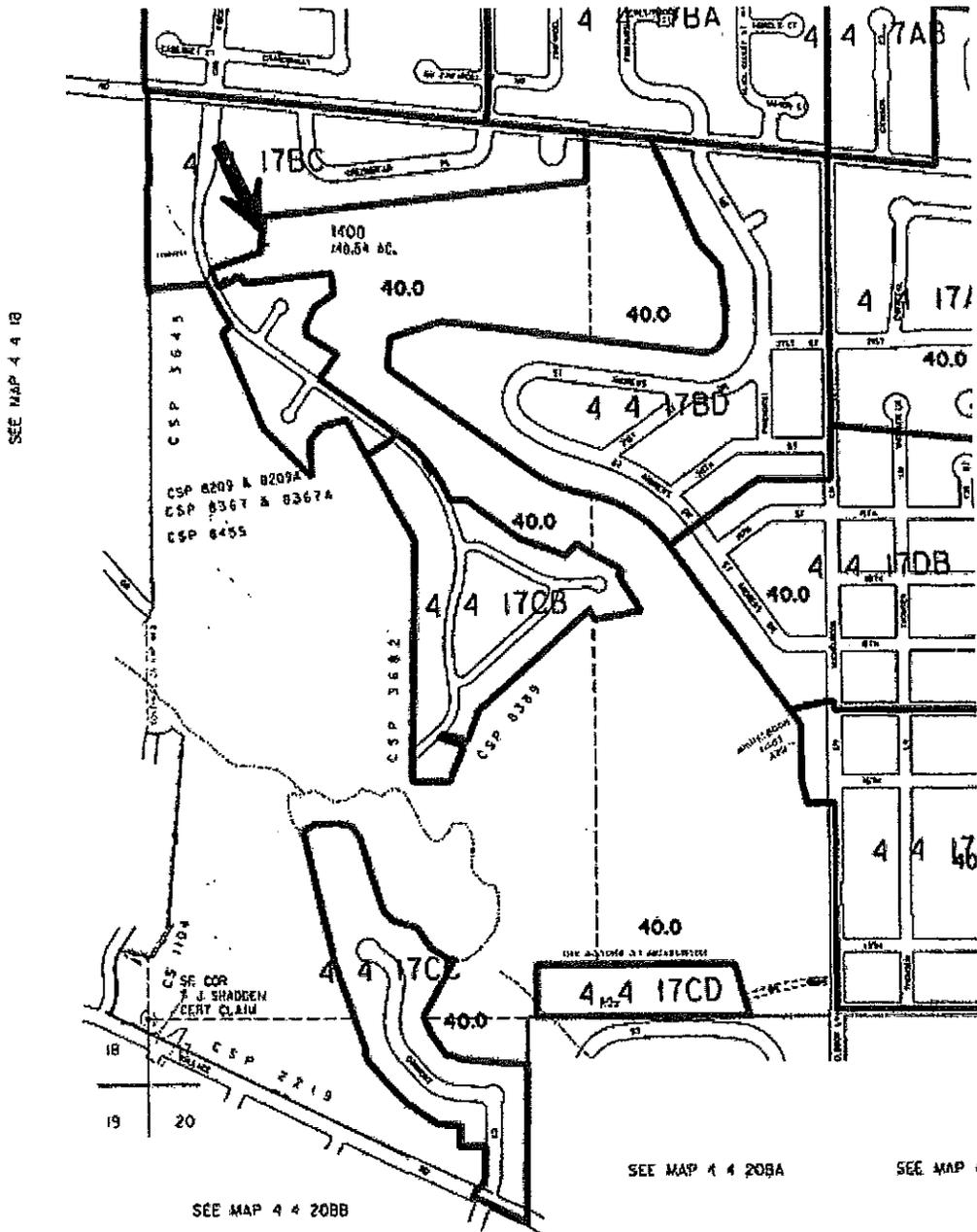




First American



This map is furnished for illustration and to assist in property location. The company assumes no liability for any variation in dimensions by location ascertainable by actual survey



Case over orb 12 Sec. 17:454.

149 REC 1407

4417-1500

Pioneer National Title Insurance Company

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EASEMENT

THIS INDENTURE MADE and entered into this 30 day of MARCH, 1980, by and between Del Casteel, E. L. Casteel Co., Inc., an Oregon Corporation, Emerson J. Collier, Ron Eborall and Werner Nistler, Jr., hereinafter referred to as the Grantors, and the City of McMinnville, a municipal corporation, in Yamhill County, Oregon, hereinafter referred to as the Grantee.

WITNESSETH

That the Grantors, for and in consideration of one dollar to them in hand paid, do hereby grant, bargain, sell and convey unto the Grantee, a perpetual enement, 20 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and use a sanitary sewer which may hereinafter be installed on the following described property, to-wit:

Being a part of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon and being a part of that certain tract described in Volume 110, Page 541, Deed Records of Yamhill County, Oregon and being more particularly a centerline description, 20 feet in width, 10 feet on each side, as follows:

Beginning at a point on the North line of the Solomon Beary D.L.C. No. 54, 268.87 feet North 89°10'49" West of the Southwest corner of the John G. Baker D.L.C. No. 48; thence North 53°47'40" West 309.05 feet; thence North 61°57'50" West 168.60 feet; thence North 43°12'10" West 274.96 feet; thence North 16°46'30" West 247.00 feet; thence North 69°16'30" West 476.00 feet; thence North 49°16'30" West 84.03 feet to the North line of Grantor's property. Said point being on that line established by County Survey C.S.P.-3645, Volume I, Page 199, Yamhill County Surveyor Records, said point also being 285.89 feet South 89°43'45" East (West-survey bearing) of recognized section line as shown by the aforementioned county survey.

See Exhibit A attached.

TO HAVE AND TO HOLD the above easement to the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, The Grantors above named have hereunto set their hands and seals this 30 day of MARCH, 1980.

E. L. Casteel Co., Inc.,
an Oregon Corporation

By _____
President

(Corporation Seal)

By _____
Secretary



Handwritten mark or signature at the bottom right corner.

Del Casteel
Del Casteel

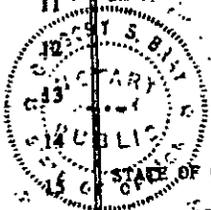
Ron Eborall
Ron Eborall

Emerson J. Collier
Emerson J. Collier

Werner Nistler, Jr.
Werner Nistler, Jr.

STATE OF OREGON)
) ss.
County of Yamhill.)

Personally appeared Euell Casteel and Emma Casteel, who, being sworn, each for himself and not one for the other, stated that the former is the president and the latter is the secretary of the above-named corporation, and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.

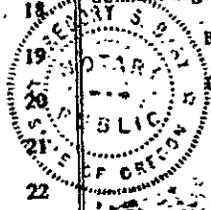


Before me:
(Notary seal)

Gregory J. Berg
Notary Public for Oregon
My Commission Expires: July 8, 1983

STATE OF OREGON)
) ss.
County of Yamhill.)

On the 30 day of MARCH, 1980, personally appeared Del Casteel, Emerson J. Collier, Ron Eborall, and Werner Nistler, Jr., and acknowledged the foregoing instrument to be their voluntary act and deed.



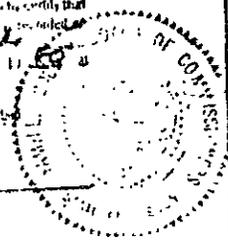
Before me:
(Notary seal)

Gregory J. Berg
Notary Public for Oregon
My Commission Expires: July 8, 1983

STATE OF OREGON)
) ss.
County of YAMHILL)

02709 10.55

I, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me on this 30 day of March, 1980, at 2:00 P.M. by Del Casteel, Emerson J. Collier, Ron Eborall, and Werner Nistler, Jr.



Del Casteel
Del Casteel

EASEMENT Dec. 17 4th 4W

TLN 149 REC 1398

4417-1500

Worcester National Title Insurance Company

EASEMENT

THIS INDENTURE, made and entered into this 17 day of March, 1980, by and between MICHELBOOK ESTATES, INC., an Oregon corporation, hereinafter referred to as "Grantor", and E. L. CASTEEL CO., INC., an Oregon corporation, DEL CASTEEL, EMERSON J. COLLIER, RON EBORALL, and WERNER NISTLER, JR., hereinafter referred to as "Grantees",

W I T N E S S E T H

That the Grantor, for and in consideration of one dollar to it in hand paid, does hereby grant, bargain, sell and convey unto Grantees, a perpetual easement, 20 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using a sanitary sewer which may hereinafter be installed on the following described property, to-wit:

Being a part of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon and being a part of that certain tract described in Volume 33, Page 103, Deed Records of Yamhill County, Oregon and being more particularly a centerline description, 20 feet in width, 10 feet on each side as follows:

Beginning at a point on the South line of said tract as established by County Survey C.S.P.-3645, Volume L, Page 199, Yamhill County Surveyor Records, said point being 285.89 feet South 89°43'45" East of the iron pipe on the recognized section line as established by said survey; thence North 49°16'30" West 335.97 feet; thence North 17°40'40" West 102.68 feet to the West line of Section 17 and being 315.68 feet North 00°01' East (North 00°08' West-record bearing) of an iron pipe set in County Survey C.S.P.-3645, Volume L, Page 199, County Surveyor Records, all as particularly shown on the attached diagram, designated Exhibit "A", and by this reference made a part hereof.

TO HAVE AND TO HOLD said easement to the Grantees, their heirs and assigns, forever, it being expressly understood and agreed that Grantees shall have the right to assign said easement to the City of McMinville, Yamhill County, Oregon.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this

17 day of March, 1980.

1. EASEMENT



Handwritten mark or signature.

FILE 149 PAGE 1384

MICHELBOOK ESTATES, INC.,
an Oregon corporation

By: [Signature]
President

By: [Signature]
Secretary

- GRANTOR -

STATE OF OREGON, }
County of Yamhill. } ss.

APRIL 28, 1980

Personally appeared LYLE GOULD and CATHRYN D. HAUGEBERG who, being first duly sworn, each for himself and not one for the other, stated that the former is the president and the latter is the secretary of MICHELBOOK ESTATES, INC., an Oregon corporation, Grantor, and that the seal affixed hereto is its seal, and that this instrument was voluntary signed and sealed in behalf of the corporation by authority of its board of directors.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 4/22/84



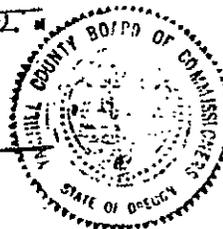
STATE OF OREGON }
County of YAMHILL } ss.

1050
02736

I, Wanda C. Carr, County Clerk in and for said County and State, do hereby certify that the within and foregoing instrument was filed with me by my duly recorded on Page 1388 of Book 149, commencing at [Signature] and was duly recorded on the 7th day of April AD 1980.

In Testimony whereof I have hereunto subscribed my name and affixed my official seal.

Wanda Carr, County Clerk
By: [Signature]
Deputy



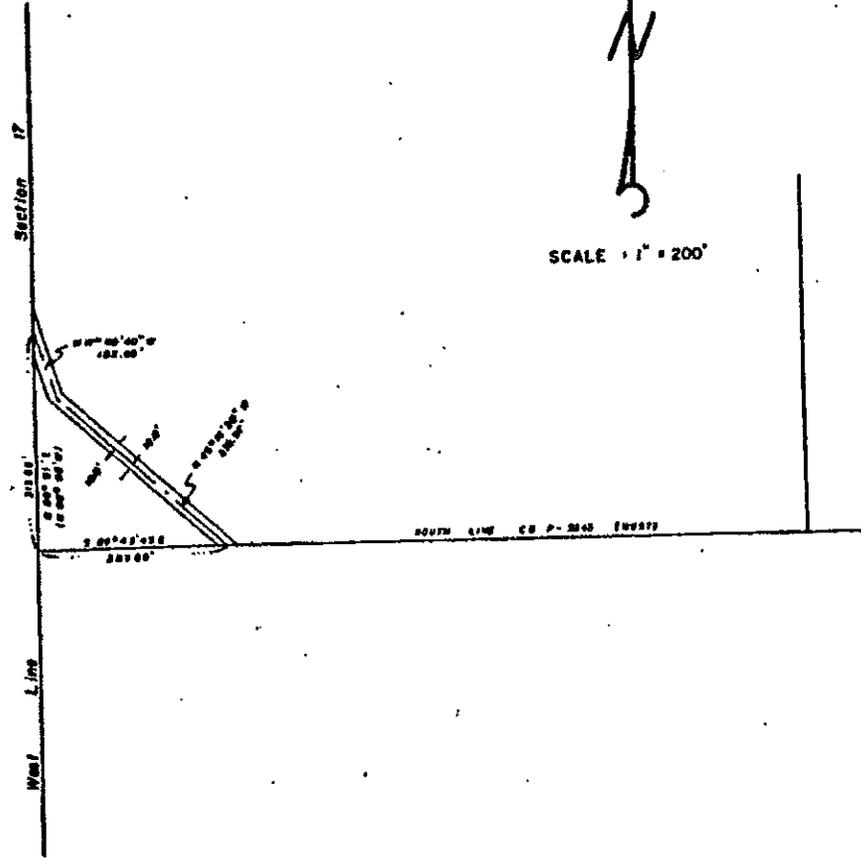
2. EASEMENT

Exhibit "A"

FILM 149 PAGE 1400



SCALE 1" = 200'



RIGHT OF WAY PERMIT

THIS INDENTURE WITNESSETH: That we, Francis and Christie C. Richelbock, parties of the first part, for and in consideration of the sum of \$1.00 and the further consideration of the agreements and conditions hereinafter contained, do hereby give and grant unto the City of McMinnville, the party of the second part, the right and privilege to enter upon and to construct, maintain, and operate a pipeline, for as long a time as there is use for this pipeline, to convey water in the City of McMinnville, Oregon, over and across the following described premises to wit:

Volume 149, Page 511

Beginning at a stone at the Southwest corner of the J. G. Baker D. L. C. and on the North line of the Berry claim in Yamhill County, Oregon; thence North 89° 26' West along the North line of said Berry claim 11.30 chains to a corner post; thence South 00° 06' East 8.25 chains to a point 5 links from the center of the Mill Ditch now there; thence North 61° 27' West parallel to and 3 feet North from center of said mill ditch 16.48 chains to the West line of Section 17; thence North 00° 08' East along the section line 15 chains to stone at the Northwest corner of "Derby" land; thence South 89° 56' East 26.20 chains to West line of said J. G. Baker claim; thence South 00° 20' West along the West line of said D. L. C. 13.94 chains to the beginning, containing 43.28 acres more or less.

The line of said pipeline easement across said property to

be located as follows:

Beginning at a point on the East line of above described property, which is 175 feet South of the Northeast corner of said property; thence South 85° 19' West to a point in the West line of said property, which is 120 feet North of the Southwest corner of said property.

It is understood and agreed that the party of the second part shall not interfere with the right of the parties of the first part to cultivate or use without hindrance any or all of said property at all times save and except such portions thereof at such times as may be necessary to be used by the city during construction and maintenance of said line, and in making repairs thereto.

It is further understood and agreed that if any person or said City, its agents or employees shall cause any damage to the property of the said parties of the first part, the City will pay a reasonable sum for the damage done and will reseed and otherwise restore the easement strip to the condition prevailing before construction.

The said parties of the first part hereby covenant to and with said grantee, that they are the owners of said land through which said right of way is granted.

To have and to hold said right of way unto said grantee as long as it shall be used for a right of way for said pipeline, but in case said pipeline shall not be used as a part of the city distribution system to convey water to said city for a period of two years or longer, said right of way shall utterly cease and become void.

In testimony whereof said grantors have hereunto subscribed their names and affixed their seals this 21st day of May, 1945.

Francis L. Michelook (SEAL)
Christie B. Michelook (SEAL)

Signed, sealed, and delivered in the presence of

W. G. Belmont
W. G. Belmont } WITNESSES

State of Oregon)
Yamhill County) SS

Personally appeared before the undersigned, a notary public in and for said county and state, on this the 21st day of May, 1945, the above named Francis and Christie Michelook, who are personally known to me to be the persons named in and who executed said easement and acknowledged to me that they executed said easement freely and voluntarily for the uses and purposes therein stated.

In witness whereof I have hereunto subscribed my name and affixed my seal of office the day and date last above written.

STATE OF OREGON)
County of Yamhill)
I, A. R. McLAUGHLIN, 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 in the Public Office of the County of Yamhill, Oregon, on this 21st day of May, 1945, at 10:00 o'clock, A.M. In testimony whereof I have hereunto subscribed my name and affixed my official seal.
A. R. McLAUGHLIN, County Clerk
By *A. R. McLaughlin* Deputy

C. F. March
Notary Public for Oregon
My commission expires 7-18-1950

Release of Easement

Recording Information

Between

McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

and

Michelbook Estates
1301 NW Michelbook Lane
McMinnville, OR 97128

After recording, return to:
McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$26.00

200512250 11:04:30 AM 6/14/2005

DMR-EDMR Cnt=1 Str=3 KENTV
\$5.00 \$18.00 \$11.00

RELEASE OF EASEMENT

The City of McMinnville, a municipal corporation of the State of Oregon, ACTING BY AND THROUGH ITS WATER AND LIGHT COMMISSION, hereby releases, terminates, and abandons all of its right, title and interest in and to that portion of the certain easement over, across and upon real property situated in Yamhill County, State of Oregon, described as follows:

A portion of an existing water distribution easement, located in Township 4 South, Range 4 West, Section 17, of the Willamette Meridian, Yamhill County, Oregon, said parcel described in Right of Way Permit from Francis & Christie Michelbook to City of McMinnville, dated May 21, 1949, recorded in Volume 153, Pages 577-578, Yamhill County Deeds and Records, Yamhill County, Oregon.

The actual description of the easement to be vacated is located as follows:

Beginning at a point on the East line of the above described property, which is 476 feet South of the Northeast corner of said property; thence South 86°19' West to a point on the West line of said property which is 420 feet North of the Southwest corner of said property, SAVE AND EXCEPTING all that portion of the above easement area being vacated lying within those easements, general common elements and limited common elements identified in the Plat of Turnberry Condominium, recorded in Volume 12, Page 74, Instrument Number 200315320 and Turnberry Condominium Supplemental Plat No.1, recorded in Volume 12, Page 112, Instrument Number 200419133, Yamhill County Deeds & Records, Yamhill County, Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars, is none; however, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

EXECUTED BY and pursuant to the authority of the Water and Light Commission of the City of McMinnville pursuant to a Commission Action on the 19th day of April, 2005.

Signature of Edward J. Gormley
Edward J. Gormley
Mayor & Ex-Officio Chairman

ATTEST:

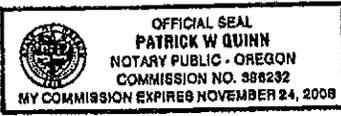
Signature of Mary Ann Nolan
Mary Ann Nolan
Clerk of the Commission

STATE OF OREGON)
) Ss.
County of Yamhill)

JUNE 10, 2005

Personally appeared Edward J. Gormley and Mary Ann Nolan who being duly sworn, each for themselves and not for the other, did say that the former is the Mayor and Ex-Officio Chairman and the latter is the Clerk of the Water and Light Commission of the City of McMinnville and are the authorized representative of the City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, and that the foregoing instrument was signed on behalf of said Commission by appropriate authority; and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me: Signature of Notary Public
Notary Public for Oregon
My Commission Expires: 11/24/2008



154 1518

RIGHT OF WAY DEED

THIS INDENTURE WITNESSETH: That ERNEST J. STOUT and
RUTH E. STOUT, husband and wife, grantors, for and in con-
sideration of the sum of Two Hundred and no/100 Dollars

(200.00), and in further consideration of the agreements
and conditions hereinafter contained, do hereby grant, bar-
ain, sell and convey unto the City of McMinnville, Oregon,

grantee, the right and privilege to enter upon and to con-
struct, maintain, and operate a pipe line, for as long a

time as there is use for said pipe line, to convey water in

the City of McMinnville, Oregon, over and across the follow-
ing described premises, to-wit:

Volume 143, Page 544

Beginning at a point on the West line of Section
seventeen (17), Township four (4) South of Range
four (4) West of Willamette Meridian, ten (10)
chains North of the Southwest corner of tract of
land described in deed recorded in book "Q", page
212, records of said county; running thence North
along the West line of said section to the center
of county road running East and West through said
section; thence easterly along the center line of
said road ten (10) feet; thence South parallel
with the West line of said section and ten (10)
feet East therefrom; ten (10) feet to the place
of beginning.

Volume 74, page 87

Beginning at a point in the tract of land con-
veyed to David Stout by James A. Johnson and wife
on December 2, 1880, and recorded on December 27,
1880, in Book "T", page 508, records of deeds of
Yamhill County, State of Oregon, 13.0625 chains
North of the Southwest corner thereof; thence
East parallel with the South line of said tract
and the South line of Section 18, township 4
South; Range 4 West, Willamette Meridian, 16.50
chains to the South line of Mill Race running
through said tract; thence South 64° 30' East,
following the South line of said Mill Race to
the most easterly line of said tract; thence
North along the East line of said tract 15.03
chains to the Southwest corner of tract in deed
recorded in book "Q", page 212, records of said
County, thence East along the South line of said
tract described in last mentioned deed, 17.50

thence North, parallel to the West line of said tract 10 chains; thence West parallel with the South line of said tract 17.50 chains to the West line of said tract and the East line of tract described in the aforementioned deed Book "M", Page 508; thence North along said line 13.28 chains to the Northeast corner of tract described in deed recorded in Book "V", page 52, records of deeds of said county; thence West along the North line of said tract described in the aforementioned deed Book "V", page 52; 38.16 chains to the Northwest corner thereof and the center of county road; thence South along the West line of said tract and the West line of tract described in the aforementioned deed Book "M", Page 508, and also the center line of said county road to the place beginning.

The right of way for the laying and maintaining of a pipeline across said property to be located as near as practicable as follows:

Beginning at a point on the East line of above described property, which is approximately 400 feet North of the Southernmost center of said property; thence South $96^{\circ} 19'$ West to a point in the Southwesterly line of said property, being the South line of said Mill Road, which is approximately North $64^{\circ} 30'$ West a distance of 300 feet from the Southernmost corner of said property.

hereby giving and granting to the said City of McMinnville, Oregon, grantee, the right to enter upon and along said right of way and digging the necessary trenches and laying said pipeline to the City may desire and to backfill same with earth and gravel; and granting to the City of McMinnville, Oregon, grantee, the right to go upon said premises for making future repairs to said pipeline.

It is understood and agreed that the grantee shall not interfere with the right of the grantors to cultivate or use without hindrance any or all of said property at all times save and except such portions thereof at such times as may be necessary to be used by the city during construction and

154-520

maintenance of said line, and in making repairs thereto,

It is further understood and agreed that in the event

the said city, its agents or employees shall cause any damage

to the property of the said grantors the city will pay a reasonable sum for the damage done.

The said grantors, their heirs and assigns, hereby covenant to and with said grantee, that they are the owners of

said land through which said right of way is granted, and

that they will warrant and defend the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD said right of way unto said grantee

as long as it shall be used for a right of way for said pipe line, but in case said pipe line shall not be used as a part

of the city supply and distribution system to convey water to said city for a period of two years or longer, said right of

way shall utterly cease and become void.

IN WITNESS WHEREOF, said grantors have hereunto subscribed their names and affixed their seal this 24th day of August, 1949.

E. J. Stout (Seal)
W. E. Stout (Seal)

STATE OF OREGON
County of Yamhill

VOL 154 PAGE 521

On the 25th day of August, 1942, personally appeared before me, the undersigned a Notary Public in and for said County and State, the above named ERNEST J. STOUT and RUTH E. STOUT; husband and wife, who are personally known to me to be the persons named in and who executed the foregoing deed of right of way, and acknowledge to me that they executed said deed freely and voluntarily for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal the day and year last above written.



C. S. Marsh
Notary Public for Oregon.
My Commission Expires 11-18-1950

22014

STATE OF OREGON,
County of Yamhill,
I, A. R. McLAUGHLIN, County Clerk in and for said County and State do hereby certify that the within document of writing was received and has been by me duly recorded in Page _____ of Volume _____ of the Records of Deeds for said County on this 25 day of Sept A. D. 1942.
In testimony whereof, I have hereunto subscribed my name and affixed my official seal.
A. R. McLAUGHLIN, County Clerk
By Paul R. [Signature] Deputy

\$3.00

Water and Light Dept
McMinnville, Oregon

CASE OVER Arb 9 Sec 17 T4R4

VOL 181 PAGE 945

EASEMENT

THIS INDENTURE MADE and entered into this 6 day of SEPTEMBER, 1983, by and between MICHELBOOK ESTATES, INC., an Oregon Corporation, hereinafter referred to as the Grantors, and the CITY OF McMinnville, a Municipal Corporation, in Yamhill County, Oregon, hereinafter referred to as the Grantee.

WITNESSETH

That the Grantors, for and in consideration of One Dollar to them in hand paid, do hereby grant, bargain, sell and convey unto the Grantee, a perpetual easement 15 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using a sanitary sewer which may hereinafter be installed on the following described property, to-wit:

Being a part of those certain tracts conveyed by Volume 110, Page 541 and Film Volume 33, Page 103, Deed Records of Yamhill County, Oregon said tract of land being situated in the South-west 1/4 of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon. Said tract being 15.00 feet in even width, 7.5 feet on each side of the following described centerline:

Commencing at the most southerly boundary corner of Michelbook's Fourth Addition, a subdivision of record as recorded in Cabinet A, Slide 218, Book of Town Plats, Yamhill County, Oregon, said corner being marked by a 5/8" iron rod as established by County Survey C.S.P.-8209, Volume V, Page 539, Yamhill County Surveyor Records (Basis of Bearings from said Survey); said corner also being 712.19 feet West and 73.36 feet North of a 2-inch iron pipe set by Court Order at the Northeast corner of Volume 110, Page 541, Deed Records of Yamhill County, Oregon; thence North 01°11'51" East, a distance of 21.05 feet to the True Point of Beginning of this description and being on the west line of said subdivision; thence leaving west line of said subdivision South 46°38'10" West, a distance of 45.73 feet to an angle point; thence South 33°04'44" West, a distance of 335.61 feet to an existing sanitary sewer manhole, which is within that certain easement recorded in Film Volume 149, Page 1407, Deed Records of Yamhill County, Oregon.

The above described easement contains 5,720 square feet of land, more or less.

See Exhibit 'A' attached.

TO HAVE AND TO HOLD the above easement to the said Grantee, its successors and assigns forever.

MO
✓

10-27-83

1 IN WITNESS WHEREOF, The Grantors above named have hereunto set
2 their hands and seals this 6 day of SEPTEMBER, 1983.

3 MICHELBOOK ESTATES, INC.
4 an Oregon Corporation



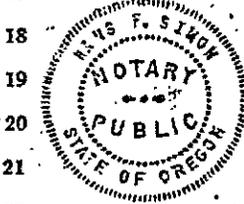
5 By [Signature]
6 President

7 By [Signature]
8 Secretary PRO TEM

9 STATE OF OREGON)
10) ss.
11 County of Yamhill.)

12 On the 6 day of SEPTEMBER 1983, personally appeared
13 Terry Abbott and DALE A. LAIRD, who, being sworn,
14 each for himself and not one for the other, stated that the former is the
15 president and the latter is the secretary of the above-named corporation, and
16 that the seal affixed hereto is its seal and that this instrument was volun-
17 tarily signed and sealed in behalf of the corporation by authority of its
18 board of directors.

19 (NOTARY SEAL)



20 [Signature]
21 Notary Public for Oregon
22 My Commission Expires: 6/29/86

1021-1201

23 STATE OF OREGON)

07596

24 County of Yamhill)

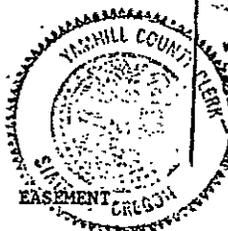
ss.

OCT 27 3 32 PM '83

25 I hereby certify that the
26 within was received and duly
27 recorded by me in Yamhill
28 County records:

29 VOL. 181 Page 945

CHAS. J. [Signature]
COUNTY CLERK
YAMHILL COUNTY, OREGON



1201

1 VOL 181 FACE 947

MICHELBOCK'S

FOURTH

Lot 26

Block 12

Lot 19

Block 13

ADD.

Doral Street PRIVATE

2 44° 32' 00" W
15.72'

3/4" IRON ROD - CE 6 - 8299
WEST SOUTHERLY BOUNDARY COR.
OF MICHELBOCK'S FOURTH ADD.
S 0° 11' 31" E
8.09'

NORTHEAST CORNER,
VOL 180, PG 541 -
FD. 2" IRON PIPE

WEST

712.16'

2.20012222
1.50'
1.50'
1.50'

EXISTING SANITARY
SEWER MANHOLE

EXISTING
SEWER EXHURNT
PK. 800, PG. 1407
1.50'



SCALE: 1" = 100'

EXHIBIT "A"

10-27-83

EASEMENT

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK

200108931

Between
Michelbook Estates, Inc.
1301 NW Michelbook Lane
McMinnville, OR 97128



\$36.00

06/06/2001 02:58:53 PM

DMR-EDMR Cnt=1 Stn=1 KAREN
\$15.00 \$10.00 \$11.00

and

McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

After recording, return to:
McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

EASEMENT

THIS EASEMENT, Made and entered into this 23RD day of May, 2001, by and between Michelbook Estates, Inc., hereinafter called the First Party, and the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its Water & Light Commission, hereinafter called the Second Party;

WITNESSETH:

WHEREAS: The First Party is the record owner of the following described real estate in Yamhill County, State of Oregon, to-wit:

A tract of land in the Southeast 1/4 of Section 18, Township 4 South, Range 4 West, Willamette Meridian, City of McMinnville, Yamhill County, Oregon, being that tract of land described in deed from Del Casteel to Michelbook Estates, Inc., dated September 4, 1980, recorded in Film Volume 154, page 232, Yamhill County Deed and Mortgage Records, Yamhill County, Oregon

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, for good and valuable consideration; the receipt of which is hereby acknowledged, the First Party does hereby grant and convey unto the Second Party: A perpetual easement to construct, maintain, re-construct, improve, repair and replace, operate, and make connections to an electric distribution system and related equipment, including but not limited to: poles, conduit, padmount transformers, vaults, primary conductors, secondary conductors, and meters.

This easement is for a right-of-way (10) ten feet in width over and across First Party's real estate above described and being described as follows:

Said Easement is 10.00 feet in even width, parallel and 10.00 feet from the easterly Right of Way of Doral Street, a dedicated 50.00 foot street Right of way, said easement being more particularly described as follows: Beginning at a 5/8 inch iron rod marking the Southwest corner of Lot 1 of Michelbook Sixth Addition, a subdivision of record, Instrument Number 199902354, Yamhill County Plat Records, said rod being on the Easterly Right of Way line of Doral Street; then leaving said Right of Way line, along the Southerly line of said Lot 1, South 58°01'37" East, 10.00 feet; then leaving said Southerly line of said Lot 1, South 31°58'23" West, 27.50 feet; then along an arc of a 140.00 foot radius curve to the left (long chord bears 104.78 feet, South 09°59'53" West) a distance of 107.39 feet; then along the arc of a 210.00 foot radius curve to the right (long chord bears 117.04 feet, South 04°12'15" West) a distance of 118.61 feet; then South 20°23'06" West, 30.99 feet; then South 12°38'56" West, 13.06 feet to a point on the Northerly Right of Way line of Wallace Road; then leaving said Northerly Right of

Way line, along the Easterly Right of Way line of Doral Street along the arc of a 13.00 foot radius curve to the right (long chord bears 17.48 feet, North 21°52'25" West) a distance of 19.18 feet; then continuing along the Easterly Right of Way line of Doral Street, North 20°23'06" East, 30.99 feet; then along the arc of a 200.00 foot radius curve to the left (long chord bears 111.47 feet, North 04°12'15" East) a distance of 112.96 feet; then along the arc of a 150.00 foot radius curve to the right (long chord bears 112.26 feet North 09°59'53" East) a distance of 115.06 feet; then North 31°58'23" East, 27.50 feet to a 5/8 inch iron rod at the Southwest corner of said Lot 1 of Michelbook Sixth Addition, being the Point of Beginning of this easement description.

TO HAVE AND TO HOLD said easement and right-of-way to the said Second Party, and to its successors and assigns forever.

The Second Party shall have all rights of unobstructed ingress and egress to and from said easement (including the right to cut, trim and remove trees, bushes, brush, overhanging branches and other obstructions) necessary for the Second Party's use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

The First Party reserves the right to use the surface of the above described easement, except First Party shall not have the right to construct or locate any structures within the easement area.

The First Party and the Second Party agree that the First Party shall not have the authority to grant to any other third party, an easement over, under or through the easement area described above, without Second Party's written consent thereto. Any consent by the Second Party to a third party easement shall be subject to conditions required by Second Party to protect the Second Party's facilities line and the Second Party's unobstructed access to such facilities. The Second Party may require that all costs incurred by reason of the presence of such third party utility be borne by such third party upon the repair, replacement, construction or reconstruction of the Second Party's utility improvements.

The First Party hereby covenants to and with the Second Party, its successors and assigns, that First Party is lawfully seized and possessed of the real premises and that the First Party has a good and lawful right to convey said easement or any part thereof; that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement; and that First Party will forever warrant and defend their title thereto against the lawful claims of all persons whomsoever.

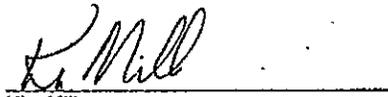
This easement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

In construing this easement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on this, the day and year first hereinabove written.



Jan O'Brien
President- Michelbook Estates, Inc.



Kim Mills
Secretary - Michelbook Estates, Inc.

STATE OF OREGON)
 McMinnville) Ss.
County of Yamhill)

5/23 2001 *2001*

Personally appeared the above named Dan O'Brien, as President of Michelbook Estates, Inc., an Oregon corporation, who, being duly sworn, acknowledged the foregoing instrument was signed on behalf of the corporation by authority of its directors; and acknowledged the instrument to be its voluntary act and deed.

Before me: *Karen Harrison*
Notary Public for Oregon
My Commission Expires: 9/9/01

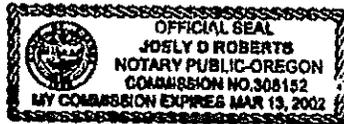


STATE OF OREGON)
) Ss.
County of Yamhill)

May 24 2001

Personally appeared the above named Kim Mills, as Secretary of Michelbook Estates, Inc., an Oregon corporation, who, being duly sworn, acknowledged the foregoing instrument was signed on behalf of the corporation by authority of its directors; and acknowledged the instrument to be its voluntary act and deed.

Before me: *Josely D Roberts*
Notary Public for Oregon
My Commission Expires: 3-13-01



Statement of acceptance:

Edward J. Gormley
Edward J. Gormley
Mayor & Ex-Officio Member of
the WATER & LIGHT COMMISSION

ATTEST:

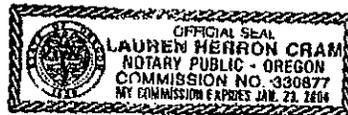
Mary Ann Nolan
Mary Ann Nolan
Clerk of Commission

STATE OF OREGON)
) Ss.
County of Yamhill)

June 4 2001

Personally appeared the above named EDWARD J. GORMLEY as MAYOR and Ex-Officio Member of the Water and Light Commission who, being duly sworn, did say that he is the authorized representative of the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, and that the foregoing instrument is acknowledged and accepted on its behalf.

Before me: *Lauren Herron Cram*
Notary Public for Oregon
My Commission Expires: 1-23-04



arb 32 Sec 18 45.46

FILE 163 PAGE 1715

16-8-6

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EASEMENT

THIS INDENTURE MADE and entered into this 12th day of August, 1981, by and between MICHELBOOK ESTATES, INC., an Oregon Corporation, hereinafter referred to as the Grantor, and the City of McMinnville, a Municipal Corporation, in Yamhill County, Oregon, hereinafter referred to as the Grantee.

WITNESSETH

That the Grantor, for and in consideration of One Dollar to them in hand paid, do hereby grant, bargain, sell and convey unto the Grantee, a perpetual easement 20 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using a sanitary sewer which may hereinafter be installed on the following described property, to-wit:

Being located in the T. J. Shadden Certificate Claim, East one-half (1/2) of Section 18, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, lying 10.0 feet on each side of the centerline of which is more particularly described as follows:

Beginning at a point which is 3,909.35 feet South 0°35'41" East (Basis of Bearings from County Survey C.S.P.-7285, Volume U, Page 615, Yamhill County Survey Records) from the Northeast corner of said Section 18, which point is an existing sanitary sewer manhole; thence North 45°35'43" West, a distance of 343.55 feet to the Northwesterly line of that 23.44 acre tract as depicted by said Survey which point is 276.21 feet South 50°27'08" West from the most Northerly corner of said tract.

TO HAVE AND TO HOLD the above easement to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The Grantors above named have hereunto set their hand and seal this 12th day of August, 1981.

Michelbook Estates, Inc.
An Oregon Corporation

[Signature]
President

(CORPORATE SEAL)



By *[Signature]*
Secretary



16-A-6

1 STATE OF OREGON)
2) ss.
3 County of Yamhill.)

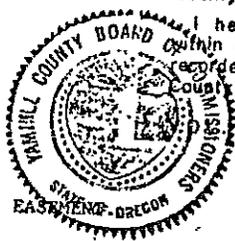
4 On the 12th day of October, 1981, persons 163 1716
5 being sworn, each for himself and not one for the other, stated that the
6 former is the ~~pres~~ president and the latter is the secretary of the above-
7 named corporation, and that the seal affixed hereto is its seal and that this
8 instrument was voluntarily signed and sealed in behalf of the corporation by
9 authority of its board of directors.



[Signature]
Notary Public for Oregon
My Commission Expires: 12-5-81

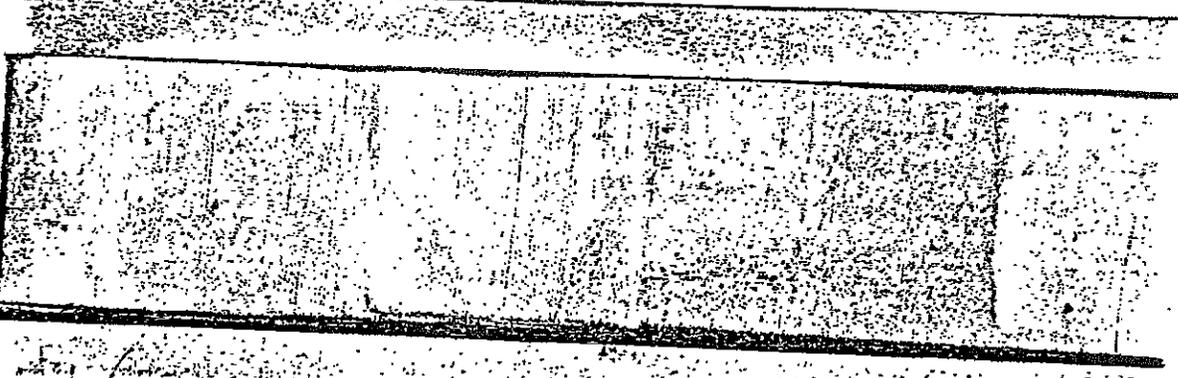
06781 9.00

STATE OF OREGON)
County of Yamhill) ss. FILED
YAMHILL COUNTY, OREGON



I hereby certify that the 163 Page 1715
within was received and duly recorded by me in Yamhill County records:
SEP 2 3 46 PM '81
CHARLES STERN
COUNTY CLERK
DEPUTY

Cliff McFinnill



Ease on pt 9812 Sec 17 44

Vol 184 PAGE 2051

UNDERGROUND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, MICHELBOOK ESTATES, INC., hereinafter referred to as Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain and convey unto the CITY OF McMENVILLE, ACTING BY AND THROUGH ITS WATER AND LIGHT COMMISSION, a municipal corporation of the State of Oregon, hereinafter referred to as Grantee, a perpetual right of way easement in order to place, construct, operate, repair, maintain, change, alter, improve, inspect, remove and replace electrical lines, water lines and fixtures, including but not limited to lines, transformers, enclosures, valves and other necessary appurtenances, said easement being located over, across, upon, and under that certain real property described on Exhibit "A" attached hereto and by this reference made a part hereof.

Further granting unto the Grantee the right to fell or trim any trees, brush or shrubbery to the extent necessary to locate, construct, operate, repair, change, alter, improve, inspect, maintain, replace and remove said underground installation and any portion thereof, including the right of ingress and egress thereto to carry out any purposes herein contained.

Grantor hereby covenants and warrants that it is the owner of the above described premises and will defend the title thereto against the claims of all persons whomsoever.

DATED this 28 day of March, 1984.

MICHELBOOK ESTATES, INC.

By

By

STATE OF OREGON, County of Yamhill) ss:

March 28, 1984

Personally appeared Richard Russell and Paul Barner who, being duly sworn, each for himself and not one for the other, did say that the former is the Secretary and that the latter is the President of MICHELBOOK ESTATES, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

3-30-84

Before me:



[Signature]
Notary Public for Oregon
My Commission Expires: 6/29/86

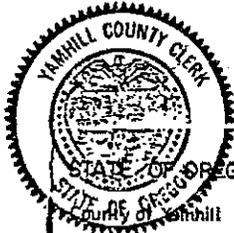
8

VOL 184 PAGE 2052

EXHIBIT "A"

Being a part of those certain tracts conveyed by Volume 110, Page 541 and Film Volume 33, Page 103, Deed Records of Yamhill County, Oregon said tract of land situated in the Southwest 1/4 of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon. Said tract being 10.00 feet in even width, 5.00 feet on each side of the following described centerline:

Beginning at a point on the southerly right-of-way line of Doral Street, a private 35.00 foot right-of-way said point being South 49°04'05" West, 5.16 feet of the southwest corner of Lot 19, Block 13 of Michelbook's Fourth Addition in Cabinet 'A', Slide 218, Book of Town Plats; thence South 45°57'40" East, 12.49 feet; thence South 73°13'34" East, 73.18 feet; thence South 30°34'43" East, 67.97 feet; thence South 58°32'47" East, 120.44 feet; thence South 81°04'10" East, 138.10 feet; thence North 72°30'32" East, 13.68 feet; thence North 20°42'02" East, 135.00 feet to a point which is the end of this easement description.



INDEXED

02195
FILED
YAMHILL COUNTY, OREGON

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN
COUNTY CLERK

VOL. 184 Page 2051

9th

Sm. Co. 1907

3-30-PX

1-5-87

CASE OVER PT 9872 UNDERGROUND EASEMENT VOL 187 PAGE 1102
Sec 17 T4R4

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, MICHELBOOK ESTATES, INC., hereinafter referred to as Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain and convey unto the CITY OF MONMOUTH, ACTING BY AND THROUGH ITS WATER AND LIGHT COMMISSION, a municipal corporation of the State of Oregon, hereinafter referred to as Grantee, a perpetual right of way easement in order to place, construct, operate, repair, maintain, change, alter, improve, inspect, remove and replace electrical lines, water lines and fixtures, including but not limited to lines, transformers, enclosures, valves and other necessary appurtenances, said easement being located over, across, upon, and under that certain real property described on Exhibit "A" attached hereto and by this reference made a part hereof.

Further granting unto the Grantee the right to fell or trim any trees, brush or shrubbery to the extent necessary to locate, construct, operate, repair, change, alter, improve, inspect, maintain, replace and remove said underground installation and any portion thereof, including the right of ingress and egress thereto to carry out any purposes herein contained.

Grantor hereby covenants and warrants that it is the owner of the above described premises and will defend the title thereto against the claims of all persons whomsoever.

DATED this 28 day of March, 1984.

MICHELBOOK ESTATES, INC.
By [Signature]
By Paula Barber

STATE OF OREGON, County of Yamhill) ss: March 28, 1984

Personally appeared Richard Russell and Paul Barber who, being duly sworn, each for himself and not one for the other, did say that the former is the Secretary and that the latter is the President of MICHELBOOK ESTATES, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon
My Commission Expires: 6/29/86



Handwritten initials or mark at the bottom left corner.

EASE OVER ARB 9 SEC 17 T4 R4
TO BENEFIT LOT 22 MICHELBOOK 5TH

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$56.00

AFTER RECORDING, RETURN TO:
Michelbook-5 L. L. C.
8465A S. W. Hemlock Street
Tigard, Oregon 97223

200214893 2:13:00 PM 7/26/2002
DMR-EDMR Cnt=1 Stn=3 SUSAN
\$35.00 \$10.00 \$11.00

PRIVATE STORM DRAINAGE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Michelbook Estates, Inc., heinafter called GRANTOR, do forever grant unto Michelbook-5 L. L. C., an Oregon Limited Liability Company, Owner of Lot 22 of "MICHELBOOK FIFTH ADDITION", subject to the covenants and conditions contained herein, three permanent non-exclusive storm drainage easements over and along the full width and length of the premises described as follows, to wit:

1. Legal description if set forth in EXHIBIT "A" attached hereto, and incorporated by reference herein.
2. Maps of the above legal descriptions are set forth in EXHIBIT "B" (Easements No. 1 and No. 2) and EXHIBIT "C" (Easement No. 3) and incorporated by reference herein.

The true and actual consideration paid for this transfer stated in terms of dollars is \$-0-, however, the actual consideration consists of or includes other property or value given which is the whole consideration, receipt of which is hereby acknowledged.

The easement granted shall be appurtenant to Lot 22 of said "MICHELBOOK FIFTH ADDITION". In the event the permanent storm drainage easements shall no longer serve said Lot 22 of "MICHELBOOK FIFTH ADDITION", it shall revert back to the Grantors, their successors or assigns; and

TO HAVE AND TO HOLD the above described permanent storm drainage easement unto said Grantee in accordance with the conditions and covenants as follows;

1. The Grantee, through its officers, employees and agents, shall have the right to enter upon said lands in such a manner and at such times from this date as may be reasonably necessary for the purpose of construction, building, patrolling, replacing and maintaining thereon a private storm drainage improvements including underground storm drainage pipe lines, outfall structure and splash blocks at the outfall structure, including such renewals, repairs, replacements and removals as may be from time to time required, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines, outfall structure and

appurtenances attached to or connected. No building shall be constructed over the storm drain easement right-of-way.

2. The Grantee, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantor, and any improvements disturbed by the Grantee, to as good condition as they were prior to any such installation work, including, but not limited to, the restoration of any topsoil, lawn and nursery stock of like kind and quality subject to reasonable substitution as may be necessitated by obstruction or interference with the use granted herein. Grantors and their successors in interest shall have the free and unobstructed use thereof, subject to rights of Grantee herein provided.

3. Grantee will make no unreasonable interference with such use of the surface of said land by Grantors and their successors in interest.

4. Grantors and their successors in interest will not be responsible for damage by others to said storm drainage improvements.

5. Grantee, and Grantees successors and assigns, including any Homeowners Association taking ownership of or utilizing easement granted herein shall indemnify, defend and hold harmless the Grantors, their heirs and assigns from claims or injury to person or property as a result of the negligence or breach of any covenant contained in this easement, by Grantee, its agents or employees in the construction, operation or maintenance of said easement.

6. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

7. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

WITNESS our hands this 26 day of July, 2002.

Michelbook Estates Inc,

Michelbook-5 L. L. C., an Oregon Limited Liability Company

By: [Signature]
Chief Operating Officer
Michelbook Estates, Inc.

By: [Signature]
Authorized Manager

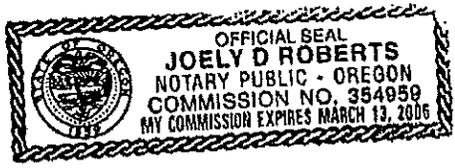
[Signature]

STATE OF OREGON)
County of Yamhill) ss

On this 26 day of July, 2002, before me, a notary public in and for said County and State, personally appeared Steven J. Cozzello, Chief Operating Officer of Michelbook Estates, Inc known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the above Instrument on behalf of Michelbook Estates, Inc., and acknowledged the Declaration to be said corporation's voluntary act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Joely D Roberts
NOTARY PUBLIC OF OREGON
My Commission Expires: 3-13-06

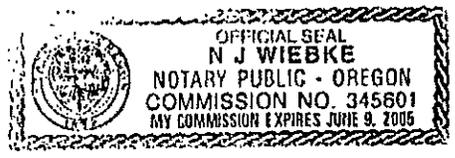


STATE OF OREGON)
County of Yamhill) ss

On this 26 day of July, 2002, before me, a notary public in and for said County and State, personally appeared Steven D. Dalton, authorized Manager of Michelbook-5, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the above Instrument on behalf of Michelbook-5 LLC, and acknowledged the Declaration to be said limited liability company's voluntary act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

[Signature]
NOTARY PUBLIC OF OREGON
My Commission Expires:



JUL 1 2002 11:37 AM THE DALTON COMPANY



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625

(503) 538-5700 FAX 538-9187

larydell@teleport.com

LEGAL DESCRIPTION - Storm Drainage Easements
Appurtenant to Lot 22, "MICHELBOOK FIFTH ADDITION"
Prepared for Michelbook-5 L. L. C.

W.O. No. 0105
24 June 2002
Exhibit "A"

Three 15.00 foot wide non-exclusive storm drainage easements across a portion of the Michelbook Country Club Golf Course located in the Southwest Quarter of the Southwest Quarter of Section 17, Township 4 South, Range 4 West of the Willamette Meridian, City of McMinnville, Yamhill County, Oregon, being more particularly described based on the recorded plat of "MICHELBOOK FIFTH ADDITION", a subdivision recorded 5 February 1999 by Instrument No. 1999-02353, Yamhill County Plat Records, as follows:

Easement No. 1

Beginning at a 5/8-inch iron rebar set at the Northwest Corner of Lot 22 of said "MICHELBOOK FIFTH ADDITION"; thence North 58° 21' 46" East 5.26 feet along the North line of said Lot 22 to the True Point of Beginning of a 15.00 foot wide storm drainage easement, 7.50 feet wide on each side of the following described centerline; thence North 13° 25' 04" West 20.00 feet to the Terminus Point in an existing lake, said lake being part of the common drainage system of said Michelbook Country Club Golf Course and "MICHELBOOK FIFTH ADDITION".

Said easement containing 300 square feet more or less.

Easement No. 2

Beginning at a 5/8-inch iron rebar set at the Northwest Corner of Lot 22 of said "MICHELBOOK FIFTH ADDITION"; thence North 58° 21' 46" East 48.92 feet along the North line of said Lot 22 to a 5/8-inch iron rebar at an angle point of said Lot 22; thence North 87° 43' 29" East 94.00 feet along the North line of said Lot 22 to a 5/8-inch iron rebar at an angle point of said Lot 22; thence South 78° 59' 20" East 54.00 feet along the North line of said Lot 22 to a 5/8-inch iron rebar at an angle point of said Lot 22; thence South 36° 49' 51" East 17.97 feet along the North line of said Lot 22 to the True Point of Beginning of a 15.00 foot wide storm drainage easement, 7.50 feet wide on each side of the following described centerline; thence North 27° 38' 45" East 20.00 feet to the Terminus Point in an existing lake, said lake being part of the common drainage system of said Michelbook Country Club Golf Course and "MICHELBOOK FIFTH ADDITION".

Said easement containing 300 square feet more or less.

PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND STORM DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS

JUL 11 2002 11:38AM THE DELIVERY EQUIPMENT

LEGAL DESCRIPTION - Storm Drainage Easements
Appurtenant to Lot 22, "MICHELBOOK FIFTH ADDITION"
Prepared for Michelbook-5 L. L. C.

W.O. No. 0105
24 June 2002
Exhibit "A"

Easement No. 3

Beginning at a 5/8-inch iron rebar set at the Southeast Corner of Lot 22 of said "MICHELBOOK FIFTH ADDITION"; thence North 47° 41' 15" West 30.00 feet along the East line of said Lot 22 to the True Point of Beginning of a 15.00 foot wide storm drainage easement, 7.50 feet wide on each side of the following described centerline; thence North 57° 17' 41" East 20.00 feet to the Terminus Point in an existing lake, said lake being part of the common drainage system of said Michelbook Country Club Golf Course and "MICHELBOOK FIFTH ADDITION".

Said easement containing 300 square feet more or less.

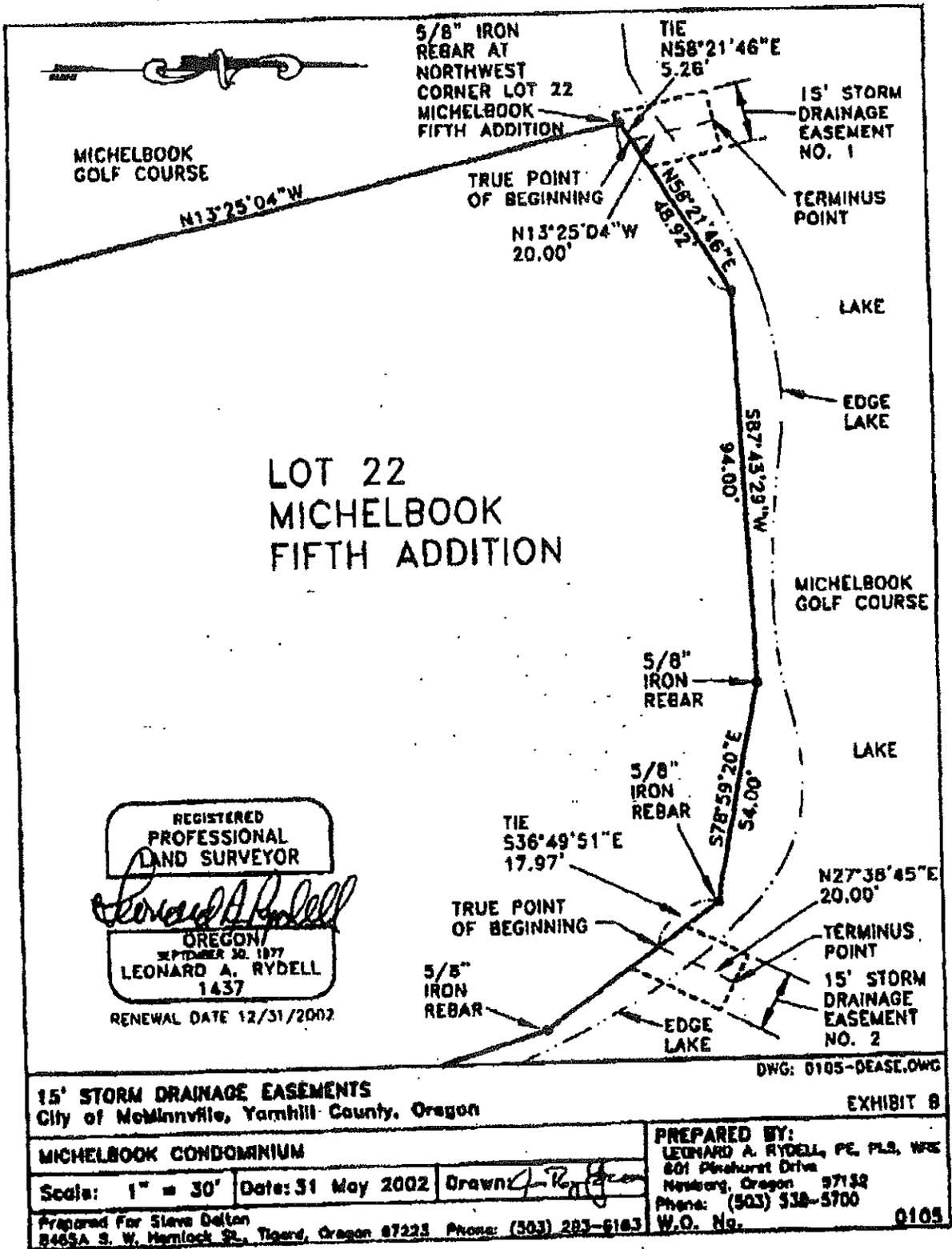
It is the intent of the above referenced descriptions that all easement side lines shall converge or extend onto themselves at angle points to create an easement in its entirety of no less than 15.00 feet wide from the Northerly line of said Lot 22.



RENEWAL DATE 12/31/02

5/7

JUL 1 2002 1:28PM THE DALTON COMPANY



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Leonard A. Rydell

OREGON
SEPTEMBER 30, 1977
LEONARD A. RYDELL
1437
RENEWAL DATE 12/31/2002

15' STORM DRAINAGE EASEMENTS
City of McMinnville, Yamhill County, Oregon

DWG: 0105-DEASE.OWG

EXHIBIT B

MICHELBOOK CONDOMINIUM

Scale: 1" = 30' Date: 31 May 2002 Drawn: *[Signature]*

PREPARED BY:
LEONARD A. RYDELL, PE, PLS, WES
801 Pritchard Drive
Newberg, Oregon 97132
Phone: (503) 538-5700
W.O. No. 0105

Prepared For Steve Dalton
8465A S. W. Hamlock St., Tigard, Oregon 97223 Phone: (503) 283-6183

6/7

ease: arb 9 Sec 17 45 SW

FILM 177 VOL 1610 MICHEL

EASEMENT

THIS INDENTURE MADE AND entered into this 14 day of May, 1983, by and between MICHELBOOK ESTATES, INC., an Oregon Corporation, hereinafter referred to as the Grantor, and the CITY OF McMINNVILLE, a Municipal Corporation, in Yamhill County, Oregon, hereinafter referred to as the Grantee.

WITNESSETH

That the Grantor, for and in consideration of One Dollar to them in hand paid, do hereby grant, bargain, sell and convey unto the Grantee, a perpetual easement 10 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using public utilities which may hereinafter be installed on the following described property, to-wit:

Being a part of that certain tract of land as conveyed in Film Volume 101, Page 325, Deed Records of Yamhill County, Oregon and being situated in the Northwest 1/4 of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, also being in the T. J. Shadden Cert. Claim, and more particularly described as follows:

Beginning at the Southeast corner of Block 9 of Michelbook's Fourth Addition, a duly recorded subdivision as recorded in Cabinet A, Slide 218, Book of Town Plats, Yamhill County, Oregon, said corner also being on the westerly right-of-way of Doral Street, a private 35 foot wide roadway, said corner being marked by a 5/8" iron rod as established by County Survey C.S.P.-8209, Volume V, Page 539, Yamhill County Surveyor Records (Basis of Bearings from said Survey), said corner also being 728.12 feet South 00°08'00" East and 220.73 feet North 85°00'00" East from the Northeast corner of a tract conveyed by Film Volume 101, Page 325 as located by said Survey; thence on said westerly right-of-way line along the arc of a 515.00 foot radius curve to the left (long chord bears South 27°23'45" East, a distance of 22.02 feet) a distance of 22.03 feet to a 5/8" iron rod as established by C.S.P.-8209; thence continuing on said right-of-way line South 28°37'15" East, a distance of 96.45 feet to a 5/8" iron rod as established by C.S.P.-8209; thence continuing on said right-of-way line along the arc of a 319.54 foot radius curve to the left (long chord bears South 34°36'59" East, a distance of 66.75 feet) a distance of 66.87 feet to the northeasterly corner of Lot 1, Block 12, Michelbook's Fourth Addition, said corner being marked by a 5/8" iron rod established by C.S.P.-8209; thence leaving said right-of-way along the northwesterly line of said Lot 1, Block 12, South 49°23'18" West, a distance of 10.00 feet; thence parallel with and 10.00 feet from the West line of Doral Street along the arc of a 329.54 foot radius curve to the right (long chord bears North 34°36'59" West, a distance of 68.84 feet) a distance of 68.96 feet; thence North 28°37'15"

Ticor Title Insurance Company

6-7-83

FILMED

1 West, a distance of 96.45 feet; thence along the arc of a 525.00
2 foot radius curve to the right (long chord bears North 27°11'05"
3 West, a distance of 26.32 feet), a distance of 26.32 feet to the
4 southerly line of Block 9, Michelbook's Fourth Addition; thence
5 along said southerly Block line North 85°00'00" East, a distance
6 of 10.71 feet to the 5/8" iron rod at the point of beginning of
7 this description.

8 The above described easement contains 1,885 square feet of
9 land, more or less.

10 See Exhibit "A" attached.

11 TO HAVE AND TO HOLD the above easement to the said Grantee, its
12 successors and assigns forever.

13 IN WITNESS WHEREOF, The Grantor above named has hereunto set
14 its hand and seal this 4th day of May, 1983.



MICHELBOOK ESTATES, INC.,
an Oregon Corporation

15 By [Signature]
16 President

17 By [Signature]
18 Secretary

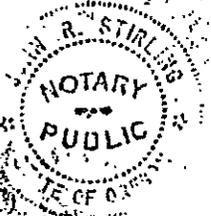
19 STATE OF OREGON)
20) ss.
21 County of Yamhill.)

22 On the 4th day of May, 1983, personally appeared
23 Cornel Abbott and John P. Barbour, who, being sworn,
24 each for himself and not one for the other, stated that the former is the
25 president and the latter is the secretary of the above-named corporation,
26 and that the seal affixed hereto is its seal and that this instrument was

6-7-83

1 voluntarily signed and sealed in behalf of the corporation by authority of
2 its board of directors.

3 (NOTARY SEAL)



4 *[Signature]*
5 Notary Public for Oregon
6 My Commission Expires: 8-28-85



7 STATE OF OREGON) ss.
8 County of Yamhill)

9 I hereby certify that the
10 within was received and duly
11 recorded by me in Yamhill
12 County records:

13 VOL. 177 Page 1610

14 ~~FILED~~
15 03708 17.50
16 FILED
17 YAMHILL COUNTY, OREGON
18 JUN 7 2 27 PM '83
19 CHARLES STERN
20 COUNTY CLERK
21 *[Signature]* DEPUTY

6-17-83

Baker

FR 177 PCE 1613

WILMINGTON

Creek

Road

MICHELBOOK'S

FOURTH

ADDITION

Doral Street



SCALE 1" = 100'

EXHIBIT "A"

Block 9

West line Section 17

147' 0" 00" W 20.00'

100' 0" 00" E 20.00'

Spyglass Court

Lot 1

Block 12

0-1-1-0

5-26-24

EASEMENT

VOL 186 PAGE 972

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That MICHELBOOK ESTATES, INC., an Oregon corporation, hereinafter referred to as the Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain and convey unto the CITY OF McMinnville, ACTING BY AND THROUGH ITS WATER AND LIGHT COMMISSION, a municipal corporation of the State of Oregon, hereinafter referred to as Grantee, a perpetual right of way easement in order to place, construct, operate, repair, maintain, change, alter, improve, inspect, remove and replace electrical lines and fixtures, including but not limited to lines, transformers and enclosures, said easement being located five (5) feet on each side of said buried electrical lines and fixtures, including but not limited to lines, transformers and enclosures, as the same now exist and as may hereinafter be reconstructed, over, across, upon, and under that certain real property described as follows:

Being a part of those certain tracts conveyed by Volume 110, Page 541 and Film Volume 33, Page 103, Deed Records of Yamhill County, Oregon, said tract of land situated in the Southwest 1/4 of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon:

Beginning at a point North 01°11'15" E., 6.74 feet of the southwest corner of Lot 26, Block 12 of Michelbook's Fourth Addition in Cabinet A, Slide 218, Book of Town Plats; thence S 49°04'05" W, 79.00 feet; thence S 38°30'26" E, 178.73 feet; thence S 70°08'25" E, 115.98 feet; thence S 64°36'17" E, 106.01 feet; thence S 01°13'41" W, 185.00 feet to a point which is the end of this easement description.

The above described easement contains 6,647 square feet of land, more or less.

Further granting unto the Grantee the right to fell or trim any trees, brush or shrubbery to the extent necessary to locate, construct, operate, repair, change, alter, improve, inspect, maintain, replace and remove said underground installation and any portion thereof, including the right of ingress and egress thereto to carry out any purposes herein contained.

Grantor covenants and warrants that it is the owner of the above described premises and it will defend the title thereto against the claims of

AMERICAN INSURANCE COMPANY

FILED

A

5-26-84

VOL 186 PAGE 973

all persons whomsoever.

IN WITNESS WHEREOF, we have set our hands and seals this 18th day of May, 1984.

MICHELBOOK, ESTATES, INC.

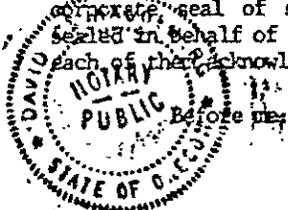
By [Signature] President

By [Signature] Secretary

STATE OF OREGON)
) ss:
County of Yamhill)

May 18th, 1984

Personally appeared PAUL BARBER and DICK RUSSELL who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of MICHELBOOK ESTATES, INC., a corporation, and that the seal affixed to the foregoing instrument is the ~~correct~~ seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public for Oregon
My Commission Expires: 12-5-85



03858

FILED

YAMHILL COUNTY, OREGON

certify that the 18th day of MAY 1984 within was received and duly recorded by me in Yamhill County records:

CHARLES STERN
COUNTY CLERK

VOL. 186 Page 972
[Signature] DEPUTY

303116

EASEMENT

Recording Information

Between

Michelbook Estates, Inc.
1301 NW Michelbook Lane
McMinnville, OR 97128

and

McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$36.00

200319269 2:55:30 PM 8/01/2003
DMR-EDMR Cnt=1 Str=3 SUSAN
\$15.00 \$10.00 \$11.00

After recording, return to:
McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

EASEMENT

THIS EASEMENT, Made and entered into this 30th day of JUNE, 2003, by and between Michelbook Estates, Inc. an Oregon Corporation, hereinafter called the First Party, and the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, hereinafter called the Second Party;

WITNESSETH:

WHEREAS: The First Party is the record owner of the following described real estate in Yamhill County, State of Oregon, to-wit:

A parcel of land in the Southwest one-quarter of Section 17, Township 4 South, Range 4 West, Willamette Meridian, City of McMinnville, Yamhill County, being part of Tax Lot 4417-1400, further described in deed recorded in Film Volume 110, Page 541 and Film Volume 33, Page 103, Yamhill County Deed Records, Yamhill County, Oregon

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, for good and valuable consideration; the receipt of which is hereby acknowledged, the First Party does hereby grant and convey unto the Second Party: A perpetual easement to construct, maintain, re-construct, improve, repair and replace, operate, and make connections to a water distribution system and related equipment, including but not limited to: main lines, service lines, vaults, valves, fittings, hydrants, meter boxes and.

This easement is for right-of-way described as follows:

Beginning at a 5/8 inch iron rod, said rod marks the Southwest corner of Lot 19, Block 13, Michelbook's Fourth Addition; thence South 74°24'06" East, 65.93 feet along the South line of said Lot 19; thence leaving the South line of said Lot 19 South 67°13'17" East, 39.62 feet; thence South 45°12'31" East, 34.12 feet; thence South 44°47'29" West 20.00 feet; thence North 45°12'31" West, 30.23 feet; thence North 67°13'17" West, 34.47 feet; thence North 74°24'06" West, 72.72 feet to a point on the North line of that tract of land surveyed in C.S.P. 8389; thence North 73°13'34" West, 5.11 feet along said North boundary to a point on the East Right of Way line of Doral Street; thence North 49°04'05" East, 23.85 feet along the East Right of Way line of Doral Street to a 5/8 inch iron rod and the Point of Beginning of this description.

TO HAVE AND TO HOLD said easement and right-of-way to the said Second Party, and to its successors and assigns forever.

The Second Party shall have all rights of unobstructed ingress and egress to and from said easement (including the right to cut, trim and remove trees, bushes, brush, overhanging branches and other obstructions) necessary for the Second Party's use,

operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

The First Party reserves the right to use the surface of the above described easement, except First Party shall not have the right to construct or locate any structures within the easement area.

The First Party and the Second Party agree that the First Party shall not have the authority to grant to any other third party, an easement over, under or through the easement area described above, without Second Party's written consent thereto. Any consent by the Second Party to a third party easement shall be subject to conditions required by Second Party to protect the Second Party's facilities line and the Second Party's unobstructed access to such facilities. The Second Party may require that all costs incurred by reason of the presence of such third party utility be borne by such third party upon the repair, replacement, construction or reconstruction of the Second Party's utility improvements.

The First Party hereby covenants to and with the Second Party, its successors and assigns, that First Party is lawfully seized and possessed of the real premises and that the First Party has a good and lawful right to convey said easement or any part thereof; that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement; and that First Party will forever warrant and defend their title thereto against the lawful claims of all persons whomsoever.

This easement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

In construing this easement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on this, the day and year first hereinabove written.

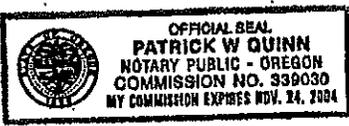
Kelly C. Bogle
Kelly Bogle - President

Richard McNeil
Richard McNeil - Secretary
Marvin C. Leach - Vice President

STATE OF OREGON)
) Ss.
County of Yamhill)
JUNE 30, 2003

Personally appeared the above named Kelly Bogle as President of Michelbook Estates, Inc., an Oregon Corporation, who, being duly sworn, acknowledged the foregoing instrument was signed on behalf of the Corporation, by authority of its directors; and acknowledged the instrument to be its voluntary act and deed.

Before me: [Signature]
Notary Public for OREGON
My Commission Expires: 11/24/04

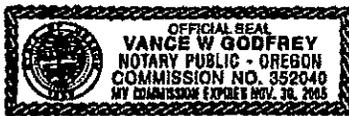


STATE OF OREGON)
) Ss.
County of Yamhill)
JUNE 30, 2003

Marvin C. Leach as Vice President

Personally appeared the above named Richard McNeil as Secretary of Michelbook Estates, Inc., an Oregon Corporation, who, being duly sworn, acknowledged the foregoing instrument was signed on behalf of the Corporation, by authority of its directors; and acknowledged the instrument to be its voluntary act and deed.

Before me: [Signature]
Notary Public for OREGON
My Commission Expires: 11/30/05



STATEMENT of ACCEPTANCE

Edward J. Gormley
Edward J. Gormley
Mayor & Ex-Officio Member of
the Water & Light Commission

ATTEST:

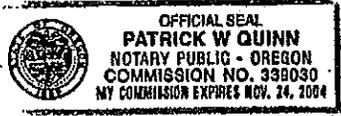
Mary Ann Nolan
Mary Ann Nolan - Clerk of Commission

STATE OF OREGON)
) Ss.
County of Yamhill)

July 2, 2003

Personally appeared the above named EDWARD J. GORMLEY as MAYOR and Ex-Officio Member of the Water and Light Commission who, being duly sworn, did say that he is the authorized representative of the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, and that the foregoing instrument is acknowledged and accepted on its behalf.

Before me: Patrick W. Quinn
Notary Public for Oregon
My Commission Expires: 11/24/04



ease over arb 9 Sec 17.45 4w

FILM 177 PAGE 1614

FILED

EASEMENT

THIS INDENTURE MADE and entered into this 4th day of May 1983, by and between CHRISTIE MICHELBOOK by James E. Craig, her Attorney in Fact, and MICHELBOOK ESTATES, INC., an Oregon Corporation, hereinafter referred to as the Grantors, and the CITY OF McMinnville, a Municipal Corporation, in Yamhill County, Oregon, hereinafter referred to as the Grantee.

WITNESSETH

That the Grantors, for and in consideration of One Dollar to them in hand paid, do hereby grant, bargain, sell and convey unto the Grantee, a perpetual easement 15 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using a sanitary sewer which may hereinafter be installed on the following described property, to-wit:

Being a part of those certain tracts conveyed by Volume 110, Page 541 and Film Volume 33, Page 103, Deed Records of Yamhill County, Oregon said tract of land being situated in the South-west 1/4 of Section 17, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon. Said tract being 15.00 feet in even width; 7.5 feet on each side of the following described centerline:

Commencing at the most southerly boundary corner of Michelbook's Fourth Addition, a subdivision of record as recorded in Cabinet A, Slide 218, Book of Town Plats, Yamhill County, Oregon, said corner being marked by a 5/8" iron rod as established by County Survey C.S.P.-8209, Volume V, Page 539, Yamhill County Surveyor Records (Basis of Bearings from said Survey); said corner also being 712.19 feet West and 73.36 feet North of a 2-inch iron pipe set by Court Order at the Northeast corner of Volume 110, Page 541, Deed Records of Yamhill County, Oregon; thence North 01°11'51" East, a distance of 21.05 feet to the True Point of Beginning of this description and being on the west line of said subdivision; thence leaving west line of said subdivision South 46°38'10" West, a distance of 145.21 feet to an angle point; thence South 27°17'25" West, a distance of 240.35 feet to existing sanitary sewer manhole, which is within that certain easement recorded in Film Volume 149, Page 1407, Deed Records of Yamhill County, Oregon.

The above described easement contains 5,783 square feet of land, more or less.

See Exhibit 'A' attached.

TO HAVE AND TO HOLD the above easement to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The Grantors above named have hereunto set Page 1 of 3 Pages. EASEMENT.

6-17-83

FILED

1 their hands and seals this 4th day of May, 1983.

2

3 (SEAL)

4

Christie L. Michelbook
By: James E. Craig
James E. Craig, Attorney in Fact
for Christie Michelbook

5 STATE OF OREGON)

6 County of Yamhill.) ss.

7 BE IT REMEMBERED, That on this 4th day of May, 1983,
8 the undersigned, a Notary Public in and for said County and State, personally
9 appeared the within named JAMES E. CRIAG, Attorney in Fact for Christie
10 Michelbook, known to me to be the identical individual described in and who
11 executed the within instrument and acknowledged to me that he executed the
12 same freely and voluntarily.

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



John P. Barbours
Notary Public for Oregon
My Commission Expires: 12-31-83



MICHELBOOK ESTATES, INC.,
an Oregon Corporation

20 (CORPORATE SEAL)

By *John P. Barbours*
President

22 STATE OF OREGON)

23 County of Yamhill.) ss.

By *John P. Barbours*
Secretary

24 On the 4th day of May, 1983, personally appeared
25 *Gerald Abbott* and *John P. Barbours*, who, being sworn, each for
26 himself and not one for the other, stated that the former is the president
and the latter is the secretary of the above-named corporation, and that the

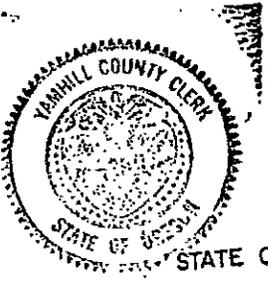
6-11-85

1 seal affixed hereto is its seal and that this instrument was voluntarily
2 signed and sealed in behalf of the corporation by authority of its board
of directors.

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(NOTARY SEAL)

[Signature]
Notary Public for Oregon
My Commission Expires: 8-28-85



03709 1750

FILED

FILED
YAMHILL COUNTY, OREGON

JUN 7 2 27 PM '83

STATE OF OREGON)
County of Yamhill) ss:

CHARLES STERN
COUNTY CLERK
[Signature] DEPUTY

I hereby certify that the
within was received and duly
recorded by me in Yamhill
County records:

VOL. 177 Page 1614

6-7-83

FILM 177 PAGE 1617

VLMED

MICHELBOCK'S

FOURTH

Lot 26

Block 12

Lot 19

Block 13

ADD Street - PERMITS

Doral Street - PERMITS

1/2" IRON ROD - CE P-8209
ONLY SOUTHERLY BOUNDARY COR.
OF MICHELBOCK'S FOURTH ADD.
4 31'11" 31" E
21.00'

NORTHEAST CORNER
VOL. 10, PG. 561 -
PL. 2' 100' P.P.P.

EXISTING SANITARY
SEWER MANHOLE

EXISTING
SEWER EASEMENT
EX. 100, PG. 1007

SCALE 1" = 100'

EXHIBIT "A"

6-17-83

AGREEMENT FOR EASEMENT

NO. 187 PAGE 1160

THIS AGREEMENT, Made and entered into this 4th day of May 19 84, by and between Michelbook Estates, Inc. hereinafter called the first party, and McMinnville Water & Light hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Yamhill County, State of Oregon, to-wit:

Section 17, Township 4 South; Range 4 West W.M. Tax Lots 1500 and 1800.

CASE Arb 11 & 84 Sec 17 TARA



and has the unrestricted right to grant the easement hereinafter described relative to said real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows: The first party does hereby grant, assign and set over to the second party

A right of way easement in order to place, construct, operate, repair, maintain, change, alter, improve, inspect, remove and replace electrical lines and fixtures including but not limited to lines, transformers, enclosures and other necessary appurtenances.

(Insert here a full description of the nature and type of the easement granted to the second party.) The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto. Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate. The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted. The easement described above shall continue for a period of perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

184 1111

1000
900
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200
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Handwritten signature or initials at the bottom left corner.

7-10-84

CASE 916 12 See 17 T4 R4

Vol 187 Page 1393

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That MICHELBOOK ESTATES, INC., an Oregon corporation, hereinafter referred to as the Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain and convey unto the CITY OF MCMINNVILLE, ACTING BY AND THROUGH ITS WATER AND LIGHT COMMISSION, a municipal corporation of the State of Oregon, hereinafter referred to as Grantee, a perpetual right of way easement in order to place, construct, operate, repair, maintain, change, alter, improve, inspect, remove and replace electrical lines and fixtures, including but not limited to lines, transformers and enclosures, said easement being located five (5) feet on each side of said buried electrical lines and fixtures, including but not limited to lines, transformers and enclosures, as the same now exist and as may hereinafter be reconstructed, over, across, upon, and under that certain real property described as follows:

Starting at a point on the westerly right of way of Michelbook Lane, said point being north 250'± of the northeast corner of tax lot 9500, Section 20; T4S R4W W.M., then westerly 250'± to a transformer, then northwesterly to a meter terminal on the southwest corner of Michelbook Country Club Clubhouse, being the terminus of said centerline.

Further granting unto the Grantee the right to fell or trim any trees, brush or shrubbery to the extent necessary to locate, construct, operate, repair, change, alter, improve, inspect, maintain, replace and remove said underground installation and any portion thereof, including the right of ingress and egress thereto to carry out any purposes herein contained.

Grantor covenants and warrants that it is the owner of the above described premises and it will defend the title thereto against the claims of all persons whomsoever.

IN WITNESS WHEREOF, we have set our hands and seals this 15th day of May, 1984.

MICHELBOOK ESTATES, INC.

By [Signature] President

By [Signature] Secretary

STATE OF OREGON, County of Yamhill) ss: May 16th, 1984

Personally appeared PAUL BARBER and DICK RUSSELL who, being duly sworn, each for himself and not one for the other, did say that the former is

[Handwritten mark]

7-10-84

the president and that the latter is the secretary of MICHELBROOK ESTATES, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

David C. Haugberg
Notary Public for Oregon
My Commission Expires: 12-5-85

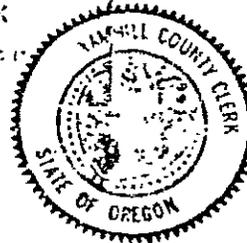


Vol. 187 PAGE 1394

INDEXED 05920 9.50
STATE OF OREGON) FILED
County of Yamhill) YAMHILL COUNTY, OREGON
I hereby certify that the 1984 JUL 10 PH 1:42
within was received and duly
recorded by me in Yamhill CHARLES STEAN
County records: COUNTY CLERK

VOL. 187 Page 1393 *Minster*

et Haugberg v Rutter



EASEMENT

Recording Information

Between

Michelbook Estates, Inc.
1301 NW Michelbook Lane
McMinnville, OR 97128

and

McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200417274

After recording, return to:
McMinnville Water & Light
P.O. Box 638, 855 Marsh Lane
McMinnville, OR 97128



\$36.00

08/23/2004 02:23:56 PM

DMR-EDMR Cnt=1 Stn=2 ANITA
\$15.00 \$10.00 \$11.00

EASEMENT

THIS EASEMENT, Made and entered into this 28TH day of JULY, 2004, by and between Michelbook Estates, Inc., hereinafter called the First Party, and the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, hereinafter called the Second Party;

WITNESSETH:

WHEREAS: The First Party is the record owner of the following described real estate in Yamhill County, State of Oregon, to-wit:

A parcel of land in the Southwest ¼ of the Southwest ¼ of Section 17, Township 4 South, Range 4 West, Tract B of "MICHELBOOK FIFTH ADDITION", a subdivision recorded February 5, 1999, Instrument Number 199902353, Film 11, Page 102, Yamhill County Plat Records, City of McMinnville, Yamhill County, Oregon

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, for good and valuable consideration; the receipt of which is hereby acknowledged, the First Party does hereby grant and convey unto the Second Party: A perpetual easement to construct, maintain, re-construct, improve, repair and replace, operate, and make connections to a water distribution system and related equipment, including but not limited to: main lines, service lines, vaults, valves, fittings, hydrants, meter boxes and meters.

This easement is for right-of-ways over and across First Party's real estate above described as follows:

Being all of Tract B of MICHELBOOK FIFTH ADDITION, described as follows, beginning at a 5/8-inch iron rebar at the Southwest corner of Lot 22 of said "MICHELBOOK FIFTH ADDITION", said point being also the Northwest corner of Tract B of said "MICHELBOOK FIFTH ADDITION", thence North 68° 12' 29" East 93.60 feet along the South line of said Lot 22 to the West right-of-way line of Oakmont Court; thence on a 45.00 foot radius curve left (long chord bears South 29° 45' 34" East 15.15 feet) an arc distance of 15.22 feet along the West right-of-way of said Oakmont Court to a 5/8-inch iron rebar at the Southeast corner of Tract B, said rebar being also the Northeast corner of Lot 14; thence South 68° 12' 29" West 97.91 feet along the North line of said Lot 14; thence North 13°25'04" West 15.16 feet along the West line of Tract B to the Point of Beginning.

Said easement containing 1,430 square feet more or less.

TO HAVE AND TO HOLD said easement and right-of-way to the said Second Party, and to its successors and assigns forever.

The Second Party shall have all rights of unobstructed ingress and egress to and from said easement (including the right to cut, trim and remove trees, bushes, brush, overhanging branches and other obstructions) necessary for the Second Party's use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

The First Party reserves the right to use the surface of the above described easement, except First Party shall not have the right to construct or locate any structures within the easement area.

The First Party may, at its option and expense, relocate said right of way, easement and associated public appurtenances and utilities, provided such relocation is accepted by the Second Party and complies with applicable codes and standards, land use laws and regulations.

The First Party and the Second Party agree that the First Party shall not have the authority to grant to any other third party, an easement over, under or through the easement area described above, without Second Party's written consent thereto. Any consent by the Second Party to a third party easement, will not be unreasonably withheld, but shall be subject to conditions required by Second Party to protect the Second Party's facilities line and the Second Party's unobstructed access to such facilities. The Second Party may require that all costs incurred by reason of the presence of such third party utility be borne by such third party upon the repair, replacement, construction or reconstruction of the Second Party's utility improvements.

The First Party hereby covenants to and with the Second Party, its successors and assigns, that First Party is lawfully seized and possessed of the real premises and that the First Party has a good and lawful right to convey said easement or any part thereof; that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement; and that First Party will forever warrant and defend their title thereto against the lawful claims of all persons whomsoever.

This easement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

In construing this easement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on this, the day and year first hereinabove written.

Kelly C. Bogle
Kelly Bogle - President
Michelbook Estates, Inc.

Laurie Everett
Laurie Everett - Secretary
Michelbook Estates, Inc.

STATE OF OREGON)
County of Washington) Ss.
Yamhill)

28th July, 2004

Personally appeared the above named Kelly Bogle as President of Michelbook Estates, Inc., who, being duly sworn, acknowledged the foregoing instrument was signed on behalf of the corporation by authority of its directors; and acknowledged the instrument to be its voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon
My Commission Expires: 8/20/05



STATE OF OREGON

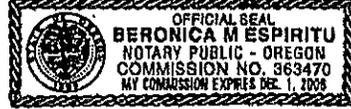
)
) Ss.
)

County of Yamhill

July 29, 2004

Personally appeared the above named Laurie Everett as Secretary of Michelbook Estates, Inc., who, being duly sworn, acknowledged the foregoing instrument was signed on behalf of the corporation by authority of its directors; and acknowledged the instrument to be its voluntary act and deed.

Before me: Beronica M. Espiritu
Notary Public for Oregon
My Commission Expires: Dec 1 2006



STATEMENT of ACCEPTANCE

Edward J. Gormley
Edward J. Gormley
Mayor & Ex-Officio Member of
the Water & Light Commission

ATTEST:

Mary Ann Nolan
Mary Ann Nolan - Clerk of Commission

STATE OF OREGON

)
) Ss.
)

County of Yamhill

AUGUST 23, 2004

Personally appeared the above named EDWARD J. GORMLEY as MAYOR and Ex-Officio Member of the Water and Light Commission who, being duly sworn, did say that he is the authorized representative of the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, and that the foregoing instrument is acknowledged and accepted on its behalf.

Before me: Patrick W. Quinn
Notary Public for Oregon
My Commission Expires: 11/24/2004



KNOW ALL MEN BY THESE PRESENTS, That Virginia M. Klein and Don Klein, her husband, Frances E. Crossgrove and Bert Crossgrove, her husband, Janet K. Yohn, and Jerry Yohn, her husband and Helen L. Ewaliko and William Ewaliko, her husband, and Ruth E. Stout Parsons

hereinafter called the "Grantor", for and in consideration of One Dollar, and other good and valuable consideration, to him in hand paid by THE CITY OF McMinnville, Oregon, a municipal corporation, acting by and through its Water and Light Commission, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, and convey unto The City of McMinnville, acting by and through its Water and Light Commission, its successors and assigns, a permanent easement and right-of-way ten feet in width, including the perpetual right to enter upon the real estate described in Schedule A attached hereto and incorporated by reference herein to construct, maintain, repair and replace underground water pipelines and/or mains, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and installations, and for the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said water pipelines.

The land affected by the grant of this easement as granted to the City of McMinnville, acting by and through its Water and Light Commission, is more particularly described in Schedule A.

In addition thereto, the Grantor does by these presents hereby give and grant unto the City of McMinnville, acting by and through its Water and Light Commission, its successors and assigns, a construction right-of-way and easement, said construction easement being in varying widths along easement described in Schedule A, and being more particularly described in Schedule B attached hereto and incorporated by reference herein. Said construction easement as the same is described in Schedule B is subject to the same rights in favor of the City as contained in the grant of permanent easement. The construction easement herein granted shall run for the benefit of the City of McMinnville, acting by and through its Water and Light Commission, its successors and assigns, from the date hereof up through, to and including the time the City of McMinnville, acting by and through its Water and Light Commission, shall install the water pipeline across the herein described right-of-way. In no event shall the construction easement and right-of-way run for a period of time longer than one year after acceptance of the pipeline by the City. It is provided, however, that the permanent easement granted herein after the installation of the water pipeline shall run for the benefit of the City of McMinnville, its successors and assigns, forever, unless said rights shall be subsequently released.

TO HAVE AND TO HOLD said easement and right-of-way unto the City of McMinnville, acting by and through its Water and Light Commission, and to its successors and assigns forever.

In addition to the monetary consideration above expressed, the Grantee, shall and by the acceptance of this grant, agree to do the following:

1. To refill all excavations as soon as practicable after opening the same.
2. The Grantee shall dispose of all the brush and debris from the easements.
- ** 3. (See Schedule B attached)

The Grantor hereby reserves the right to the use of the surface of the strip of land conveyed by this easement and right-of-way, except the right to erect structures thereon.

The Grantor hereby does covenant to and with the City, its successors and assigns, that he is lawfully seized and possessed of the said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances

held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

In construing this easement the singular includes the plural as the circumstances may require.

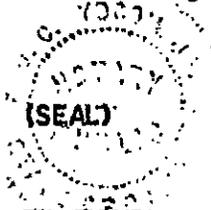
IN WITNESS WHEREOF, Grantor has caused these presents to be executed this

14 day of MAY, 1965.
[Signatures: Virginia M. Klein, Don Klein, Ruth E. Stout Parsons, Don Klein, Don Klein, Ruth E. Stout Parsons, Mary Koch, Clerk of the Water & Light Commission]

STATE OF Oregon County of Yamhill)ss MAY 14, 1965
Month Day Year

Personally appeared the above named Virginia M. Klein and Don Klein, her husband,

and Ruth E. Stout Parsons and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon
My commission expires May 23 1966

STATE OF Oregon County of Yamhill)ss May 14, 19 65
Month Day Year

Before me, the undersigned officer, personally appeared Mary Koch

who acknowledged himself to be the Clerk herself of the Water and Light Commission of the a corporation, and that he as such City of McMinnville, Oregon being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Clerk of the Commission.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public for Oregon
My commission expires 7/26/68

STATE OF OREGON County of YAMHILL)ss MAY 20, 1965

Personally appeared the above named Frances E. Crossgrove and Bert Crossgrove, her husband, and acknowledged the foregoing instrument to be their voluntary act and deed.

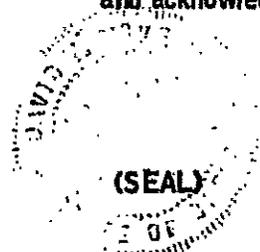


Before me:

[Signature]
Notary Public for OREGON
My commission expires MAY 23 1966

STATE OF OREGON County of MARION)ss July, 12, 1965

Personally appeared the above named Janet R. Yohn and Jerry Yohn, her husband, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

[Signature]
Notary Public for OREGON
My commission expires NOV 3, 1966

STATE OF oregon County of marion)ss sept 7, 1965

Personally appeared the above named Helen L. Ewaliko and William Ewaliko, her husband, and ackro wledged the foregoing instrument to be their voluntary act and deed.



Before me:

[Signature]
Notary Public for oregon
My commission expires June 1, 1966

83204

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 _____ of Volume _____ of the Records of _____ for said County, on this 9 day of March, A.D. 1965, at _____ o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and [Signature] Official Seal
JACK BEELER, County Clerk

By [Signature]
Deputy

[Signature]

600

SCHEDULE A.

An easement ten feet in width lying five feet on either side of the following described center line, for the construction and maintenance of a water supply pipe line, said water pipe to be buried a minimum of three feet below the ground surface.

Being a part of the T. J. Shadden D.L.C. No. 18, Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon.

Beginning at a point on the East line of said claim which is 262.4 feet North of the Southeast corner thereof; thence North $89^{\circ} 28'$ West 157 feet to the center of the Mill Ditch. (Tax Lot 1844-8)

SCHEDULE B

An easement forty feet in width being twenty feet on either side of the center line described in Schedule A above.

** Grantee also agrees as follows:

1. To pay and reimburse grantors for any crop damage
2. Repair and replace any fence damaged by excavation
3. Replace any settlement in ditch which occurs within one year after ditch backfilled.

VOL. 75 No. 1080 EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Michelbook Estates, Inc., an Oregon corporation, hereinafter called the Grantor, for and in consideration of One Dollar and other good and valuable consideration to it in hand paid by J. Eugene Popma and Lorraine Popma, husband and wife, has bargained, sold and conveyed, and by these presents does hereby bargain, sell and convey unto J. Eugene Popma and Lorraine Popma, husband and wife, their heirs and assigns, a general utility easement and right of way ten (10) feet in width, including the perpetual right to enter upon the real estate described herein to construct, maintain, repair and replace water pipelines, sewer lines, electric and telephone lines, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and installation.

The land affected by the grant of this easement as granted to J. Eugene Popma and Lorraine Popma, husband and wife, is a right of way ten (10) feet in width and lies five (5) feet on each side of the following described centerline which lies entirely within the John G. Baker Donation Land Claim in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, to-wit:

Tract 1: Sewer, electric and telephone easement.

Beginning at a point on the West line of Michelbook Lane, which is 127.65 feet North and 30.14 feet West of the CR7 Monument at the intersection of West 12th Street and Michelbook Lane; thence Westerly 270 feet, (the North line of said easement to follow: the South line of the existing parking lot and power transformer); thence North-Westerly to the Northeast corner of that certain tract conveyed by the Grantor to the Grantees herein by deed dated April 2, 1969, and recorded in Film Volume 75, Page 1080, Deed and Mortgage Records, Yamhill County, Oregon.

Tract 2: Water line easement.

A right of way ten (10) feet in width and lying five (5) feet on each side of the following described centerline:

Being a part of the John G. Baker Donation Land Claim No. 48 and M. Shadden Claim in Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, which is further described as follows:

Beginning at a point which is South 89° 49' East 590.14 feet from the Southwest corner of the John G. Baker Donation Land Claim and North 16° 42' West 209.22 feet; thence to said beginning point North 89° 49' West 400 feet; thence North to the existing 16 inch water pipeline of the City of McMinnville.

TO HAVE AND TO HOLD said easement and right of way unto J. Eugene Popma and Lorraine Popma, husband and wife, and to their heirs and assigns forever.

In addition to the monetary consideration above expressed, the Grantees shall, and by the acceptance of this grant, agree to do the following:

1. To refill all excavations as soon as practicable after opening the same.
2. To dispose of all the brush and debris from the easement.
3. To be responsible for any and all damage to grantor's property resulting from and out of said pipeline easement.

The grantor hereby reserves the right to the use of the surface of the land or lands conveyed by this instrument and part of way.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its President and Secretary by order of Grantor's Board of Directors, this 6th day of May, 1968.

MICHELBOOK ESTATES, INC., an Oregon corporation

By Francis E. Marsh
President

By Bertha O. Maine
Secretary

STATE OF OREGON)
) ss.
County of Yamhill)

May 6, 1968

Personally appeared Francis E. Marsh and Bertha O. Maine, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and the latter is the secretary of Michelbook Estates, Inc., a corporation, and that the seal attached to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Walter B. [Signature]
Notary Public for Oregon
My commission expires: 5-25-72

Pub. D. J. Eugene Kopp
1500 S.W.
Portland

STATE OF OREGON,) ss. 98041
County of Yamhill)



EUGENE KOPP, County Clerk in and for said County and State, do hereby certify that the within instrument of Michelbook Estates, Inc. as by me duly recorded on Page 108 of Volume 108 of the records of said County on the 6th day of May, A. D. 1968, and that I have in my possession and office my Official Seal of said County.

KNOW ALL MEN BY THESE PRESENTS, That CHARLES E. COLVIN and MARJORIE COLVIN, his wife, KELTON F. PEERY and MARILYN PEERY, his wife, and WILARD L. CUSHING and PATRICIA CUSHING, his wife, grantors, in consideration of Ten Dollars and other valuable consideration to them paid by MICHELBOOK ESTATES, INC., an Oregon corporation, grantee, do hereby grant, bargain, sell and convey unto the said grantee, its successors and assigns, all of 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:

Part of the Southwest Quarter of Section 17 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, said part being a portion of that certain tract of land conveyed to Ernest J. Stout by deed recorded October 27th, 1917 in Book 74, Page 87, Deed Records, said part being more particularly described as follows:

Beginning at a point on the East line of that certain tract of land conveyed to David Stout by deed recorded December 2, 1880 in Book "T", Page 508, Deed Records, said place of beginning being the Southwest corner of that certain tract of land described in deed recorded in Book "Q", Page 212, Deed Records, said place of beginning being situated on the West line of Section 17 of said Township and Range and being marked by an iron pipe set in County Survey P-3645; thence East along the South line of the tract described in said last mentioned deed 1155 feet to an iron pipe set in said County survey P-3645 at a point 554.40 feet West of the Southeast corner of the Maddison Shadden Certified Claim; thence North 660 feet to a point; thence West to an iron pipe situated on the West line of said Section 17; thence South along the Section line 660 feet to the place of beginning; said premises being that certain 10 chain by 17.50 chain rectangular tract shown in said County Survey P-3645.

The above described premises are subject to the following:

1. Right of the public in and to that portion of the premises lying in roads or highways.
2. Pipe line right of way, including the terms and provisions thereof granted by Ernest J. Stout and Ruth E. Stout, husband and wife, to the City of McMinnville, Oregon by instrument dated August 24, 1949 and recorded September 23, 1949 in Book 154, Page 518, Deed Records.

TO HAVE AND TO HOLD, the above described and granted premises unto the said grantee, its successors and assigns forever.

WITNESS our hands and seals this 30 day of August, 1963.

Charles E. Colvin (SEAL)
Marjorie Colvin (SEAL)
Kelton F. Peery (SEAL)
Marilyn Peery (SEAL)
Wilard L. Cushing (SEAL)
Patricia A. Cushing (SEAL)

STATE OF OREGON)
) ss. VOL. 33 PAGE 104
County of Yamhill)

August 30, 1963.

Personally appeared the above named CHARLES E. COLVIN and MARJORIE COLVIN, his wife, KELTON F. PEERY and MARILYN PEERY, his wife, and WILLARD L. CUSHING and PATRICIA CUSHING, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

W. H. Dasher

Notary Public for Oregon

My Commission expires April 4, 1965



STATE OF OREGON, } ss. 73067

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 _____ of Volume _____ of the Records of _____ for said County, on this _____ day of _____, A. D. 1963, at _____, Oregon.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.

JACK BEELER, County Clerk

By *Alice [Signature]*

*M. M. D & C
attys
M. M.*

Willard Cushing



KNOW ALL MEN BY THESE PRESENTS, That GLEN L. ROWELL and WILDA ROWELL, husband and wife, and RUTH W. COMPTON, hereinafter called the Grantors, for the consideration hereinafter stated, to Grantors paid by MICHELBOOK ESTATES, INC., an Oregon corporation, hereinafter called Grantee, do hereby grant, bargain, sell and convey unto the said Grantee and Grantee's successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

All that portion of the following described property lying SOUTH of Baker Creek Road:

Beginning at the Southeast corner of the tract of land described in Deed recorded in Book "Q", Page 212, Records of said County, from T. J. Shadden and wife to D. Stout; running thence North 10.06 chains; thence North 0°08' East 8.37 chains; thence North 0°13' East 18.56 chains to the County Road; thence continuing North, following the East line of tract described in deed recorded in Book "V", Page 131, Records of said County, to the Northeast corner thereof, and the North line of Section 17, Township 4 South, Range 4 West of the Willamette Meridian; thence West following the North line of said tract and said Section 26.30 chains to the Northwest corner thereof; thence South following the West line of said Section and the West line of said two tracts above referred to, to a point in the center of said County Road; thence Easterly following the centerline of said County Road, 10 feet; thence South parallel with the West line of said Section 17 and 10 feet East therefrom to a point 10 chains North of the South line of tract described in said deed recorded in Book "Q", Page 212; thence East parallel with the South line of said tract to a point 17.50 chains East of the West line of said Tract; thence South parallel with the West line of said tract, 10 chains to the South line thereof; thence East along the South line thereof, 8.40 chains to the place of beginning.

as to 19
Book 17
Page 140

To Have and to Hold the same unto the said Grantee and Grantee's successors and assigns forever.

And the said Grantors hereby covenant to and with said Grantee and Grantee's successors and assigns, that Grantors are lawfully seized in fee simple of the above granted premises, free from all encumbrances except those incurred by the Grantee after August 21, 1963, and that Grantors will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms

1-1-74

BARGAIN AND SALE DEED

FILM 105 PAGE 1187

KNOW ALL MEN BY THESE PRESENTS, That CHRISTIE C. MICHELBOOK

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto MICHELBOOK ESTATES, INC., and Oregon corporation

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Yamhill, State of Oregon, described as follows, to-wit:

A part of the John G. Baker Donation Land Claim #48 in Section 17, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at a point in the center of Michelbook Lane, 200 feet North and 927.38 feet North 89°54' East from the Southwest corner of said Baker Donation Land Claim; thence West 390.0 feet to an iron pipe at the Northeast corner of The Manors at Michelbook, as recorded in Plat Book 7, Page 50; thence North 350.00 feet; thence East 203.5 feet; thence South 230 feet; thence East 186.5 feet to the center of said Michelbook Lane; thence South 120 feet to the place of beginning.

SUBJECT TO: 1. Rights of the public in streets, roads and highways.

2. Right of way permit, including the terms and provisions thereof, from Francis L. and Christie C. Michelbook to City of McMinnville, Oregon, dated May 21, 1949 and recorded July 15, 1949 in Book 153, Page 575, Deed Records.

new acty 84 out of 9 see 17 4 4

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ None. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 1st day of May, 1975; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Christie C. Michelbook

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, County of Yamhill, May 1, 1975

STATE OF OREGON, County of Yamhill, 1975

Personally appeared Christie C. Michelbook, who, being duly sworn, each for himself and not on for the other, did say that the former is the president and that the latter is the secretary of

Personally appeared the above named Christie C. Michelbook and acknowledged the foregoing instrument to be her voluntary act and deed. Before me: Eugene E. Marshall, Notary Public for Oregon, My commission expires 12-16-77

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: (OFFICIAL SEAL) Notary Public for Oregon, My commission expires:

Christie C. Michelbook, 1200 Michelbook Lane, McMinnville, Oregon 97128. Michelbook Estates, Inc., 1301 Michelbook Lane, McMinnville, Oregon 97128. After recording return to: Grantee. Name, address, zip. Until a change is requested all tax statements shall be sent to the following address: Grantee. Name, address, zip.

35213

STATE OF OREGON, County of Yamhill



I certify that the within instrument was received for record on the 2 day of May, 1975, at 11:45 clock A.M., and recorded in book 105 on page 1187 or as file/reel number.

Record of Deeds of said county. Witness my hand and seal of County affixed. WANDA GATT, COUNTY CLERK, Recording Officer. By Debra Shuman, Deputy

Books 243, Sec 20 T4R4

WARRANTY DEED

FILM 110 PAGE 1517

see cover

KNOW ALL MEN BY THESE PRESENTS, That RACHEL ABBL, a widow, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by MICHEL BOOK ESTATES, INC., an Oregon corporation, hereinafter called, grantee, does hereby grant, bargain sell and convey unto the said grantee, its successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

Being a part of the Solomon Beary Donation Land Claim, Notification No. 1224, Claim No. 54 in Sections 20 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, and beginning at point 14.04 chains West and 21.034 chains North from the Northeast corner of the S.F. Staggs Claim; thence North 1.966 chains; thence East 0.90 of a chain; thence North 17.93 chains; thence North 89°25' West 7.00 chains; thence South 9.50 chains; thence West 10.50 chains; thence South 00°10' East 10.466 chains; thence East 16.57 chains to beginning. Excepting that portion of the premises lying in roads and mill races.

TO HAVE AND TO HOLD the same unto the said grantee, its successors and assigns, forever; Provided, however, the grantor does hereby reserve unto herself a life estate in the residence and other buildings located on that part of the real premises above described situated North of Wallace Road extended, and a one acre tract of land upon which said buildings are situated, for and during her natural lifetime, with the understanding that the grantor shall pay all taxes levied and assessed or becoming payable upon said one-acre tract and the buildings located thereon during the remainder of her lifetime, but no assessments or charges for streets, walks or other improvements to the property.

And said grantor hereby covenants to and with said grantee, its successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises free from all encumbrances excepting those suffered and permitted by grantee herein subsequent to January 27, 1964,

and that the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer stated in terms of dollars is \$ 24,000.00

IN WITNESS WHEREOF, the grantor has executed this instrument this 18th day of February, 1976.

Rachel Abbl

STATE OF OREGON, County of Yamhill) ss.

February 18, 1976

Personally appeared the above named Rachel Abbl and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon

My commission expires: 9-9-1978

COUNTY OF YAMHILL
STATE OF OREGON
41094
I, the undersigned, Clerk of said County and State, do hereby certify that the within instrument of which this is a true and correct copy, as shown by the foregoing, was duly acknowledged before me on the 18th day of February, 1976, at the County of Yamhill, State of Oregon, and that the same is hereby being recorded for the purpose stated.

WANDA GILL County Clerk By [Signature]

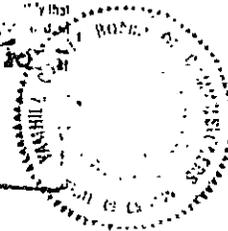
arb 32 ease arb 13 Sec 18

STATE OF OREGON
County of Yamhill

07372 10.5

45 44 154 PAGE 0232

Book 154 Page 0232
154
104
Dept. deals



Yamhill National Life Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that DEL CASTEEL, E. L. CASTEEL, INC., an Oregon corporation, EMERSON J. COLLIER, RON EBORALL and WERNER NISTLER, JR., Grantors, convey and warrant to NICHELBOOK ESTATES, INC., an Oregon corporation, Grantee, the following described real property free of encumbrances except as specifically set forth herein, situated in Yamhill County, Oregon, to-wit:

-----PARCEL 1: Beginning at a 5/8-inch rod on the East line of Section 18 in Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, that is South 0°08'00" East 1982.58 feet from a 3/4-inch pipe at the intersection of the Southerly right-of-way line of Baker Creek Road (60.00 foot right-of-way) with the said East Section line; thence South 50°27'08" West 1613.93 feet to a 5/8-inch rod on the Southerly right-of-way line of an old mill race (24 foot wide mill race); thence South 63°57'21" East along the Southerly right-of-way line of said mill race, 1389.39 feet to a 5/8-inch rod on the said East Section line; thence North 0°08'00" West 1637.66 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the boundaries of those certain tracts of land described in Deed recorded April 4, 1955 in Book 176, Page 503, Deed and Mortgage Records, and in Memorandum of Contract recorded August 15, 1978 in Film Volume 131, Page 1756, Deed and Mortgage Records of Yamhill County.

PARCEL 2: A perpetual easement and right-of-way to use the existing waterway commonly known as the "Chinamen's Ditch" or "Star Hill Ditch" as it crosses the adjacent property to the West of Parcel 1 above and runs to the most Westerly corner of said Parcel 1 for the purpose of carrying to Parcel 1 above both natural drainage water and other water introduced to said ditch from property commonly known as "Muhs Quarry" located West of Hill Road.

ALSO TOGETHER WITH a perpetual easement and right-of-way 10 feet in width for the installation and maintenance of an underground pipeline for such water being located along the Northerly line of "Star Hill Ditch" over the adjacent land to the West of said Parcel 1, to a point of intersection with the Westerly line of Parcel 1 above. The real property subject to these easements is particularly described in contract recorded December 15, 1976, in Film Volume 116, Page 1396, Deed and Mortgage Records of Yamhill County, Oregon.

PARCEL 3: All right, title and interest of Grantors, if any, in and to those portions of Parcel 1 hereinabove which are described in the exception thereto.-----

This said property is free from encumbrances except easement recorded in Film 51, Page 314; easement recorded in Film 40, Page 851; and right-of-way recorded in Book 154, Page 518, Yamhill County Deed Records; and any taxes resulting from disqualification for farm use assessment.

1. DEED

154 0233

The true consideration for this conveyance is other property or value which is the whole consideration.

DATED this 2nd day of Sept, 1980:

E. L. CASTEEL CO., INC.,
an Oregon corporation,

By: E. L. Casteel
President

Del Casteel
Del Casteel

Emerson J. Collier
Emerson J. Collier

By: _____
Secretary

Ron Eborall
Ron Eborall

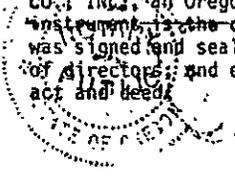
Werner J. Nistler, Jr.
Werner Nistler, Jr.

- GRANTORS -

STATE OF OREGON, }
County of Yamhill. } ss.

Sept 3, 1980

Personally appeared E. L. Casteel and Emerson J. Collier who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of E. L. CASTEEL CO., INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

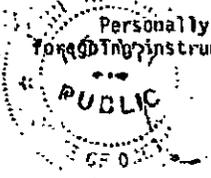


[Signature]
Notary Public for Oregon
My Commission Expires: 5-21-81

STATE OF OREGON, }
County of Yamhill. } ss.

Sept 3, 1980

Personally appeared the within named DEL CASTEEL, and acknowledged the foregoing instrument to be his voluntary act and deed,



[Signature]
Notary Public for Oregon
My Commission Expires: 5-21-81

STATE OF OREGON, }
County of Yamhill. } ss.

Sept 3, 1980

Personally appeared the within named EMERSON J. COLLIER, and acknowledged the foregoing instrument to be his voluntary act and deed,



[Signature]
Notary Public for Oregon
My Commission Expires: 5-21-81

2. DEED

154 0234

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

Sept 3, 1980



Personally appeared the within named RON EBORALL, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 8-28-81

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

Sept 3, 1980



Personally appeared the within named WERNER NISTLER, JR., and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 5-28-81

Said Text Statements to:
Michael Cook Estates Inc
1301 Michael Cook Lane
Mt Hood, Ore 97128

3. DEED

ORIGINAL

Arb 12 Sec 17 4S 4W

4417-1500

PL 179 PAGE 0283

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That CHRISTIE C. MICHELBOOK, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by MICHELBOOK ESTATES, LLC., an Oregon corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

A part of Lot Four of Section Seventeen and part of the Donation Land Claim of Solomon Beary and wife, Notification No. 1224, Claim No. 54, in Sections Seventeen, Nineteen and Twenty, all in Township Four South, Range Four West of the Willamette Meridian, bounded as follows: Beginning at a stone at the Southwest corner of the Donation Land Claim of John G. Baker and wife in Township Four South, Range Four West of the Willamette Meridian, and on the north line of said Donation Land Claim of Solomon Beary and wife, thence North 89°26' West along the North line of said Donation Land Claim of Solomon Beary and wife 11.30 chains to a corner post, thence South 0°06' East 8.25 chains to a point 5 links from the center of the Mill Ditch now there, thence North 64°27' West parallel to and 3 feet North from center of said Mill Ditch 16.48 chains to the West line of said Section Seventeen, thence North 0°08' East along the Section line 15.00 chains to a stone at the Northwest corner of "Derby" land, thence South 89°56' East 26.20 chains to West line of said Donation Land Claim of John G. Baker and wife, thence South 0°20' West along the West line of said Donation Land Claim of John G. Baker and wife 13.94 chains to the place of beginning.

ALSO: A portion of the Donation Land Claim of John G. Baker and Catherine Baker, his wife, Claim No. 48, Notification No. 1214, in Township Four South, Range Four West of the Willamette Meridian, and said portion being bounded as follows, to-wit: Beginning at the Southwest corner of said Donation Land Claim, thence running East along the South boundary line of said Claim 14.07 chains to a galvanized iron pipe 36 inches long by 2 inches set in ground, thence North 50.13 chains to an iron pipe 1-1/2 inches by 30 inches set in center of County Road, thence running North 84°19' West along the center of said County Road 14.20 chains to an iron pipe 1-1/2 inches by 30 inches set in the center of the County Road on the West boundary of said Donation Land Claim, thence running South along the West boundary line of said Donation Land Claim 51.41 chains to the place of beginning.

Page 1 - DEED

STATE OF OREGON

05199

FILED YAMHILL COUNTY

County of Yamhill

ss.

JUL 28 3 33 PM '03

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHANCELLER CLERK DEPUTY

VOL. 179 Page 283

Ticor Title Insurance Company

7-28-03

FILM 179 PAGE 0284

SUBJECT to a roadway or gate-way 20 feet wide off of the East side thereof. Together with a right in common with the owners of adjoining property to the use of the following roadway or gate-way, to-wit: Beginning at the Southeast corner of the premises last above described, thence East along the South line of said Donation Land Claim 22.74 chains, thence North 50 feet; thence West parallel with the South line of said Claim 22.74 chains, thence South 50 feet to the place of beginning.

ALSO: A part of the Solomon Beary Donation Land Claim, Notification No. 1224, Claim No. 54, in Township Four South, Range Four West of the Willamette Meridian, and said part being more particularly described as follows, to-wit:

Beginning at a point on the North line of said Claim 745.7 feet East of the Southwest corner of the John G. Baker Donation Land Claim, thence East along the line between the Donation Land Claims of Solomon Beary and John G. Baker 181.5 feet to iron pipe, thence South 0°13' West 99 feet to iron pipe, thence West 181.5 feet to iron pipe, thence North 0°13' East 99 feet to the place of beginning.

ALSO: Being a portion of the Donation Land Claim of Solomon Beary, Notification No. 1224, Claim No. 54, in Township 4 South, Range Four, West of the Willamette Meridian, and beginning at an iron pipe set on the North line of said Claim and South line of the J.G. Baker Claim at a point 937.20 feet East of the Southwest corner of the J.G. Baker Donation Land Claim, thence East along the South of the Baker Claim 396 feet to an iron pipe and stone from which a stump of an oak 4 inches in diameter bears North 75 ½° West 151.60 feet, thence South 0° 13' West along the West line of Saylor's Addition to McMinville 291.90 feet to an iron pipe set at center of Palm Street, thence North 89° 48' West 396 feet to an iron pipe, thence North 0° 13' East parallel to East line 290.52 feet to place of beginning.

EXCEPTING THEREFROM all portions heretofore conveyed by grantor.

SUBJECT TO any and all easements of record.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee

7-2-83

simple of the above granted premises, free from all encumbrances, except encumbrances made by grantee on or after May 23, 1963, and that grantor will 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 those claiming under the above described encumbrances.

Grantor, consistent with the contract of sale dated May 23, 1963, reserves unto herself a life estate in and to an area of one acre upon which grantor's residence is located and which grantor shall be entitled to occupy during grantor's natural life, and upon which premises the grantee shall pay all real property taxes; provided, however, in the event it is necessary for grantee to use said premises as a club house, grantor agrees to convey said premises to grantee upon the construction of a like one-story residence in accordance with the agreement executed by the parties on May 23, 1963. The life estate shall be in the following described real premises, situated in Yamhill County, State of Oregon, to-wit:

PARCEL 1: Beginning at the initial point of the Plat of Shadowood Greenways, recorded March 1, 1976 in Book 7, Page 11, Record of Plats, Yamhill County, Oregon, said point being the Southwest corner of the John G. Baker Donation Land Claim No. 48 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon; thence South 89°49'00" East along the Northerly line of the Solomon Beary Donation Land Claim No. 54 in said Township and Range 745.07 feet to a point that is the Northwest corner of a tract of land conveyed to Francis L. Michelbook, by Deed recorded September 24, 1934 in Book 109, Page 326, Deed Records of Yamhill County, Oregon and the TRUE point of beginning of the tract herein to be described; thence South 0°07'25" West along the West line of said Michelbook Tract, 99 feet to the Southwest corner thereof; thence South 89°49'00" East along the South line of said tract 181.5 feet; thence North 0°13' East 99 feet to a point on the Claim line of Solomon Beary and John Baker aforesaid; thence West 181.5 feet, more or less, along said Claim line to the TRUE point of beginning.

SUBJECT TO rights of the public in streets, roads and highways.

PARCEL 2: Beginning at the initial point of the Plat of Shadowood Greenways, recorded March 1, 1976 in Book 7, Page 11, Record of Plats, Yamhill County, Oregon, said point being the Southwest corner of the John G. Baker Donation Land Claim No. 48 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon; thence South 89°49'00" East along the Northerly line of the Solomon Beary Donation Land Claim No. 54 in said Township and Range 745.07 feet to a point that is the

7-28-63

Northwest corner of a tract of land conveyed to Francis L. Michelbook by Deed recorded September 24, 1934 in Book 109, Page 326, Deed Records of Yamhill County, Oregon, and the TRUE point of beginning of the tract herein to be described; thence North 0°07'25" East 90 feet, more or less, to a point on the Southerly line of a roadway easement as the same is now located; said easement also being shown as an appurtenant easement on the Plat of The Manors at Michelbook recorded March 6, 1970 in Volume 7, Page 50, Record of Town Plats of Yamhill County, Oregon, and also set forth in other mesne instruments of record; thence Easterly along the Southerly line of said easement to the Westerly right of way line of Michelbook Lane; thence Southerly along said Westerly right of way line to a point on the aforesaid Claim line of Solomon Beary and John Baker; thence Westerly along said Claim line 150 feet, more or less, to the TRUE point of beginning.

The covenants and restrictions found in the prior contract of sale dated May 23, 1963, shall be of no force and effect, and grantor specifically releases grantee from any and all obligations and responsibilities thereon.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$146,000.00.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal this 28 day of July, 1983.

Christie C. Michelbook
CHRISTIE C. MICHELBOOK
By *James L. Craig*
James L. Craig
Attorney in Fact

STATE OF OREGON)
)
County of Yamhill) ss:

7-28, 1983

Personally appeared JAMES E. CRAIG who, being duly sworn, did say that he is the attorney in fact for CHRISTIE C. MICHELBOOK and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.



John B. Hulley
Notary Public for Oregon
My Commission Expires: 8-28-85

After recording, return to:
Hausberg & Rutter PC
attn: [unclear]

Until a change is requested, send tax statements to:
Michelbook Inc
1301 Michelbook Ln.
McMinnville, Ore 97128

7-28-83

Ease on Arb 12 Sec 17 T4 R4
for Benefit of Plat 11/3 Michelbook 15

FORM No. 736—GENERAL EASEMENT

1989 MAR 17 PM 1:46

E.230P.1241

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 17 day of March, 1989, by and between MICHELBOOK ESTATES, INC. hereinafter called the first party, and FRANCIS M. CHARBONNIER and VICTORIA N. CHARBONNIER, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Yamhill County, State of Oregon, to-wit: A large tract of land adjacent to and lying to the West of Lot 11, Block 3, MICHELBOOK'S FIRST ADDITION to the City of McMinnville, Yamhill County, Oregon ("Second Party's property" which is benefitted by this easement). First Party's property is also described in deed from CHRISTIE C. MICHELBOOK to MICHELBOOK ESTATES, INC. recorded July 28th, 1983 in Film Volume 179, Page 283, Deed and Mortgage Records, Yamhill County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party an easement for the installation, maintenance and repair of a sewer line from the existing City of McMinnville sanitary sewer to and for the benefit of Second Party's property (Lot 11, Block 3, MICHELBOOK'S FIRST ADDITION). The location of the easement is more particularly described below.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetual, always subject, however, to the following specific conditions, restrictions and considerations: Second party shall repair any damage caused to First Party's golf course in connection with Second Party's use of the easement.

YAMHILL COUNTY TITLE & ESCROW INC. 890036

3-17-89

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1989 MAR 17 PM 1:46

F230P1242

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows: Beginning at the Southwest corner of Second Party's property and continuing along a line which is an extension of Second Party's South boundary line to its intersection with the existing City of McMinnville sanitary sewer line which lies on First Party's property, the true point of beginning, thence continuing Northeasterly to a point on the Westerly boundary of Second Party's property which is 15 feet North of the Southwest corner of Second Party's property.

and second party's right of way shall be parallel with said center line and not more than 7 1/2 feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized by its board of directors.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

MICHELBOOK ESTATES, INC.

Dated March 17, 1989

by: [Signature]
President 3/17/89

(If executed by a corporation, affix corporate seal)

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON, } ss.

County of _____

This instrument was acknowledged before me on March 17, 1989, by _____

STATE OF OREGON, } ss.

County of Yamhill

This instrument was acknowledged before me on March 17, 1989, by William Woodson as President of Michelbook Estates, Inc.

(SEAL)

Notary Public for Oregon

My commission expires: _____

Notary Public for Oregon

My commission expires: _____

[Signature]
SERGIL FOULTER
NOTARY PUBLIC - OREGON
My Commission Expires 11-12-89

STATE OF OREGON, } ss.
County of _____
I certify that the within instru-

AGREEMENT FOR EASEMENT BETWEEN

Michelbook Estates, Inc.

AND

Francis and Victoria Charbonnier

AFTER RECORDING RETURN TO

Frances and Victoria Charbonnier

STATE OF OREGON) ss.

County of Yamhill

I hereby certify that the within was received and duly recorded by me in Yamhill County records: 02058

CHARLES STEPHEN COUNTY CLERK

By _____ Deputy

3-17-89

PL 75 REC 1084

KNOW ALL MEN BY THESE PRESENTS, That MICHELBOOK ESTATES, INC., a corporation duly organized and existing under the laws of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto J. EUGENE POPMA and LORRAINE POPMA, husband and wife, hereinafter called grantees and grantees' heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereto, belonging or appertaining, situated in the County of Yamhill, State of Oregon, described as follows, to-wit:

Being a part of the John G. Baker Donation Land Claim #48 and the M. Shadden Claim in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, which is further described as follows:

Beginning at a point on the South line of the John G. Baker Donation Land Claim No. 48 which is South 89° 49' East, 590.14 feet from the Southwest corner of said Claim; thence North 16° 42' West 209.22 feet; thence North 89° 49' West 770 feet; thence South 200 feet, more or less to a point on the South line of the M. Shadden Claim; thence South 89° 28' East 240 feet to the Southeast corner of the M. Shadden Claim and the Southwest corner of the John G. Baker Donation Land Claim; thence South 89° 49' East 590.14 feet to the place of beginning;

TOGETHER WITH a temporary easement for ingress and egress, more particularly described as follows:

A right of way is 25 feet in width and lies 12.5 feet on each side of the following described center line which lies entirely within the John G. Baker Donation Land Claim #48, Township 4 South, Range 4 West, Willamette Meridian: Beginning at a point on the West line of Michelbook Lane which is 96.95 feet North and 30.14 feet West of the City Monument at the intersection of West 12th Street and Michelbook Lane; thence South 88° 48 1/2' West 77.58 feet to the beginning point of a 9' curve left, the long chord of which bears South 82° 30 1/2' West 139.71 feet; thence South 76° 12 1/2' West 115.84 feet to the end of which is 358.58 feet West and 49.43 feet North of the monument at the intersection of 12th Street and Michelbook Lane.

This easement shall terminate and be of no further force or effect at such time as either 11th Street or 12th Street is constructed West of Michelbook Lane to provide ingress and egress from the tract above described, and said temporary easement shall then automatically revert to the grantor.

To Have and to Hold: the same unto the said grantees and grantees' heirs, successors and assigns forever.

And the said grantor hereby covenants to and with said grantees and grantees' heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the

76 APR 1969

lawful claims and demands of all persons whomsoever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00.

Done by order of the board of directors, who are authorized and affirmed, this 2 day of April, 1969.

MICHELBOOK ESTATES, INC., a corporation

By Francis E. Marsh President

By Bertie O. Mann Secretary

STATE OF OREGON)

County of Yamhill)

ss.

April 2, 1969

Personally appeared Francis E. Marsh and Bertie O. Mann, both of said county, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of Michelbook Estates, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Before me

Richard T. Cushing
Notary Public for Oregon

My commission expires: 5-25-72



Richard J. Eugene Rogers
1700 S. W. 4th
Portland, Ore.

OREGON. 09043
County of Yamhill, Clerk in and for said County and State of Oregon, do hereby certify that the within Instrument of Writing was duly recorded on Page 109 of Volume 100 of the records of said County, on this 2 day of April, A. D. 1969 at 2:00 o'clock P.M. In testimony whereof, I have hereunto subscribed my name and affixed my Official Seal of said County.

15233

Yamhill County, Oregon
 Clerk of the County
 I hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in my office.
 In testimony whereof I have hereunto subscribed my name and the seal of my Official Seal.
 JACOB B. BAKER, County Clerk

VOL 89 PAGE 645

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Michelhook Estates, Inc., an Oregon corporation, hereinafter called the "Grantor", for and in consideration of One Dollar, and other good and valuable consideration, to them in hand paid by THE CITY OF McMinnville, OREGON, a municipal corporation, acting by and through its Water and Light Commission, has bargained, sold, and conveyed, and by these presents does hereby bargain, sell, and convey unto the City of McMinnville, acting by and through its Water and Light Commission, its successors and assigns, a permanent easement and right-of-way ten feet in width, including the perpetual right to enter upon the real estate described herein to construct, maintain, repair, and replace underground water pipelines and/or mains, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and installations, and for the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said water pipelines.

The land affected by the grant of this easement as granted to the City of McMinnville, acting by and through its Water and Light Commission, is more particularly described as follows:

Beginning at a point on the South line of the John G. Baker D. L. C. No. 48, Tp. 4 S. R. 4 W., W. M., Yamhill County, Oregon, said point being 104.5 feet East of the Southwest corner of said D. L. C.; thence N. 7° 45' E. 466 feet, more or less, to the existing 16" water main serving the City of McMinnville.

TO HAVE AND TO HOLD said easement and right-of-way unto the City of McMinnville, acting by and through its Water and Light Commission, and to its successors and assigns forever.

The Grantor hereby reserves the right to the use of the surface of the strip of land conveyed by this easement and right-of-way, except the right to erect structures thereon.

The Grantor hereby does covenant to and with the City, its successors and assigns, that he is lawfully seized and possessed of the said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

In construing this enactment the singular includes the plural, as the circumstances may require.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 11th day of May, 1972.

MICHELBOOK ESTATES, Inc.
Homer F. Rose
President

CITY OF McMinnville, OREGON
Acting by and through its
Water and Light Commission

Corporate Seal

Mary Koch
Clerk

STATE OF Oregon County of Yamhill SS May 11, 1972

Personally appeared the above named Mary Koch, Clerk of the Water and Light Commission of the City of McMinnville, Oregon, and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me:
John M. Nequam
Notary Public in and for the
State of Oregon
My commission expires Feb. 3, 1975

STATE OF Oregon, County of Yamhill)SS May 9 1972

Before me, the undersigned officer, personally appeared Homer F. Rose, who acknowledged himself to be the President of Michelbook Estates, Inc., a corporation, and that he as such President is authorized so to do, and that he has executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Henry L. Nequam
Notary Public for Oregon
My commission expires 2-22-74

Installments Paid/Payable

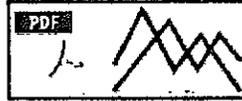
Parcel Number	139861	Property Address	1301 NW MICHELBOOK LN, MCMINNVILLE, OR 97128
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Tax Year 2017
As Of Date: 12/13/2017

Tax Year	Category	TCA/District	Charged	Minimum	Balance Due	Due Date
2017	PROPERTY TAX PRINCIPAL	40.0	\$49,628.98	\$16,542.99	\$33,085.98	02/15/2018
TOTAL Due as of 12/13/2017			\$49,628.98	\$16,542.99	\$33,085.98	

Property Account Summary

12/13/2017



Click image above for more information

Account Number	139861	Property Address	1301 NW MICHELBOOK LN , MCMINNVILLE, OR 97128
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General Information

Alternate Property #	R4417 01400
Property Description	Township 4S Range 4W Section 17 TaxLot 01400
Last Sale Price	
Last Sale Date	
Last Sale Excise Number	
Property Category	Land &/or Buildings
Status	Active, Locally Assessed, Use Assessed
Tax Code Area	40.0
Remarks	POTENTIAL ADDITIONAL TAX LIABILITY

Tax Rate

Description	Rate
Total Rate	17.0444

Property Characteristics

Neighborhood	CMM5
Land Class Category	181 Residential, Multiple Spec Assessments, Impr
Acres	148.5400
Change Property Ratio	Open Space

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	MICHELBOOK ESTATES INC	1301 NW MICHELBOOK LANE, MCMINNVILLE, OR 97128 USA
Owner	100	MICHELBOOK ESTATES INC	1301 NW MICHELBOOK LANE, MCMINNVILLE, OR 97128 USA

Property Values

Value Type	Tax Year	Tax Year	Tax Year	Tax Year	Tax Year
	2017	2016	2015	2014	2013
Assessed Value AVR	\$2,911,747	\$2,826,939	\$2,744,602	\$2,664,664	\$2,587,054
Exempt Value EAR					
Taxable Value TVR	\$2,911,747	\$2,826,939	\$2,744,602	\$2,664,664	\$2,587,054
Real Market Land MKLTL	\$11,994,493	\$11,994,493	\$11,994,493	\$1,316,658	\$1,316,658
Real Market Buildings MKITL	\$2,678,108	\$2,678,108	\$2,575,104	\$2,600,349	\$2,600,349
Real Market Total MKTTL	\$14,672,601	\$14,672,601	\$14,569,597	\$3,917,007	\$3,917,007
M5 Market Land MKLND	\$11,994,493	\$11,994,493	\$11,994,493	\$1,316,658	\$1,316,658
M5 Limit SAV M5SAV					
M5 Market Buildings MKIMP	\$2,678,108	\$2,678,108	\$2,575,104	\$2,600,349	\$2,600,349
M50 MAV MAVMK	\$12,609,470	\$12,242,204	\$11,885,636	\$2,664,664	\$2,587,054
Assessed Value Exception					
Market Value Exception					
SA Land (MAVUUse Portion) SAVL					

Parents

Parcel No.	Seg/Merge No.	Status	From Date	To Date	Continued	Document Number
No Parents Found						

Children

Parcel No.	Seg/Merge No.	Status	From Date	To Date	Document Number
No Children Found					

Active Exemptions

No Exemptions Found

Events

Effective Date	Entry Date-Time	Type	Remarks
No Events Found			

Tax Balance

Installments Payable

Tax Year	Installment	Earliest Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select To Pay
2017	2	02/15/2018	\$16,542.99	\$0.00	\$16,542.99	\$16,542.99	Select
2017	3	05/15/2018	\$16,542.99	\$0.00	\$16,542.99	\$33,085.98	Select

Installments Payable/Paid for Tax Year(Enter 4-digit Year, then Click-Here):

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
------	-------------	----------------	------------	----------	--------

11/20/2017 00:00:00	992083	\$16,543.00	\$49,628.98	\$16,543.00	\$0.00
07/12/2017 13:52:00	950646	\$16,376.66	\$16,376.66	\$16,376.66	\$0.00
02/15/2017 00:00:00	532580	\$31,902.59	\$31,902.59	\$31,902.59	
05/15/2016 00:00:00	744853	\$46,827.55	\$46,827.55	\$46,827.55	
06/15/2015 00:00:00	882109	\$44,569.50	\$44,569.50	\$44,569.50	
08/15/2014 00:00:00	270088	\$45,083.73	\$45,083.73	\$45,083.73	
02/28/2014 00:00:00	375666	\$47,490.77	\$47,490.77	\$47,490.77	
11/04/2013 00:00:00	537026	\$44,124.53	\$44,124.53	\$44,124.53	

Sales History

Transfer Date	Receipt Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor (Seller)	Grantee (Buyer)	Other Parcels
No Sales History Found									

Property Details

Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths