

After Recording, Return To:

Yamhill County
Office of County Counsel
535 NE Fifth Street
McMinnville, Oregon 97128

ACCEPTED AND APPROVED BY:

Lindsay Berschauer

Lindsay Berschauer, Chair, Yamhill County
Board of Commissioners, for:
YAMHILL COUNTY

3.16.23
Date

PERMANENT RIGHT-OF-WAY EASEMENT

Chilton, Inc. a Washington corporation, which acquired title as Chiton, Inc.; Steven Pringle, No Situs, Sheridan, Oregon, Tax Lot #1000, "Grantors," hereby grant to YAMHILL COUNTY, a political subdivision of the State of Oregon, "Grantee," a permanent, perpetual, non-exclusive easement, over, across and under real property situated in Yamhill County, as more particularly described in the attached Exhibit A and as shown on the attached Exhibit B, labeled as follows and incorporated herein by reference ("Easement Area"):

EXHIBIT A - Description: "PERMANENT RIGHT-OF-WAY EASEMENT AND TEMPORARY WORK AREA AND UTILITY EASEMENT" (containing 1,745 square feet, more or less and 5,906 square feet, respectively)

EXHIBIT B - Sketch

1. Easement uses. The easement conveyed by Grantor to Grantee and Grantee's successors and assigns, is the right to future use and development of the Easement Area for the following purposes:

- a. Permanent right-of-way easement, including the right to construct, operate, and maintain a public road, all customary associated uses, and appurtenant facilities.
- b. Temporary work area and utility easement
Including the right for Grantee, its employees, agents, and employees of independent contractors performing work under contract for Yamhill County, to enter and use the easement area for a construction work area and temporary utility relocation in connection with the construction of the Gopher Valley Road Bridge Replacement project as designed.

Accepted by Yamhill County
Board of Commissioners on
3.16.23 by Board Order
B.O. 23-96

The term and duration of this temporary construction easement shall be for a period of two (2) years, from January 1, 2023 to December 31, 2024 or upon completion of the above-mentioned construction project, whichever is sooner.

2. Maintenance and Repair. Grantee, its successors and/or assigns, shall be responsible for maintenance and repair of the Easement Area, and Grantor shall have no responsibility for maintenance or repair. Grantee, its successors and/or assigns, shall be responsible for monitoring the Easement Area to ensure ongoing maintenance as necessary to prevent nuisance and/or safety problems from arising or affecting Grantor's property.

3. Consideration. The monetary consideration for this conveyance is \$2,000.00.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on:

Date: 2-1-2023

Chilton, Inc. a Washington corporation,
which acquired title as Chilton, Inc.

By: Craig W. Chilton
Name: Craig W. Chilton
Its: Pres.

By: _____
Name: _____
Its: _____

STATE OF OREGON)
County of Yamhill)

The foregoing instrument is acknowledged before me this 1 day of Feb,
2023 by Craig W. Chilton as Pres and
N/A as N/A for the Chilton, Inc. a
Washington corporation, which acquired title as Chilton, Inc.



[Signature]
Notary Public for Oregon
My Commission Expires:
Date: 8-1-2023

By: Steven Pringle
Steven Pringle, Vendee

STATE OF OREGON)
County of Yamhill)

The foregoing instrument is acknowledged before me this 25TH day of Jan, 2023, by Steven Pringle, Vendee.



MA
Notary Public for Oregon
My Commission Expires:

Date: ~~1/25/2023~~

10/4/2026 MA



Epic Land Solutions, Inc.
Portland Regional Office
10300 SW Greenburg Road, Suite 370
Portland, OR 97223
(503) 213-3977
epicland.com

File No.:	01
Grantor:	Chilton, Inc. a Washington corporation, which acquired title as Chiton, Inc.; Steven Pringle
Project:	Gopher Valley Road Bridge Replacement
County:	Yamhill

The undersigned assign(s) and transfer(s) to:

Payee Name: Steven Pringle
Payee Address: 4225 SW Westshore Drive, Gaston, OR 97119

The net proceeds of \$2,000 due from Yamhill County, in connection with the sale of certain property to Yamhill County; provided, however, that this assignment shall be subject to claims which Yamhill County may have in the proceeds from said sale, or any prior assignments. If for any reason the sale of said property cannot be closed, then this assignment shall be null and void.

Steven Pringle, Vendee

Date

2-1-23

Chilton, Inc. a Washington corporation, which acquired title as Chiton, Inc.

Date



EXHIBIT "A"

SW Gopher Valley Rd
October 18, 2022

File No. 001
Tax Map 4624
Tax Lot 1000

PERMANENT RIGHT-OF-WAY EASEMENT

A permanent right-of-way easement, situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon, and being a portion of that property conveyed to Chilton, Inc., in that Statutory Warranty Deed recorded July 15, 2021 as Document No. 202114714 of the Yamhill County Deed Records, said easement being a portion of said property included in a strip of land variable in width and lying on the westerly side of the centerline of Gopher Valley Road, which centerline is described below.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on the Left (Westerly) side of Centerline
11+60.60		13+25.70	20.00 in a straight line to 30.00

Excepting therefrom, any portion lying within the existing right-of-way of SW Gopher Valley Road.

The land to which this description applies contains 1,745 square feet, more or less.

TEMPORARY WORK AREA AND UTILITY EASEMENT

A temporary work area and utility easement, situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon, and being a portion of that property conveyed to Chilton, Inc., in that Statutory Warranty Deed recorded July 15, 2021 as Document No. 202114714, Yamhill County Deed Records, said easement being a portion of said property included in a strip of land variable in width and lying on the westerly side of the centerline of Gopher Valley Road, which centerline is described below.

The widths in feet of the strip of land above referred to are as follows:



Station	to	Station	Width on the Left (Westerly) side of Centerline
11+54.23		11+78.42	20.00 in a straight line to 50.14
11+78.42		13+06.92	50.14 in a straight line to 44.81
13+06.92		13+12.63	44.81 in a straight line to 94.44
13+12.63		13+70.00	94.44 in a straight line to 94.52

Excepting therefrom, that portion lying within the above-described Permanent Right-of-Way Easement as well as any portion lying within the existing right-of-way of SW Gopher Valley Road.

The land to which this description applies contains 5,906 square feet, more or less.

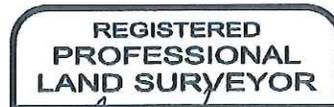
CENTERLINE DESCRIPTION OF A PORTION OF SW GOPHER VALLEY ROAD

A road centerline situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon.

Beginning at a point on the centerline of SW Gopher Valley Road, herein designated as Station 10+00.00 for the purpose of this description, being North 30°02'03" East 1,154.79 feet from the Quarter Corner common to Section 24 & 25, Township 4 South, Range 6 West, Willamette Meridian; thence North 25°45'16" East 137.12 feet to a point of curvature (Station 11+37.12); thence on the arc of a 260.00 foot radius curve to the left, through a central angle of 30°17'21", an arc distance of 137.45 feet (the long chord of which bears North 10°36'36" East 135.85 feet) to a point of tangency (Station 12+74.57); thence North 04°32'05" West 325.43 feet to the terminus of this description (Station 16+00.00), said terminus being South 85°27'55" West 21.78 feet and South 04°32'05" East 163.20 feet from a 5/8" iron rod at the southwest corner of Parcel 2 of Partition Plat No. 92-36, Yamhill County Survey Records.

The bearings of this description are based on a Pre-Construction Record of Survey performed by DEA, Inc. for the Yamhill County Public Works Department, dated October 2022.

See attached Exhibit "B" and "C".



RENEWS: 06-30-24

EXHIBIT "B"

PLAT NO. 92-36



S04°32'05"E 163.20'

21.78'
S85°27'55"W

SW PLAT CORNER

5/8" IRON ROD PER
PLAT NO. 92-36

TERMINUS OF
ALIGNMENT: 16+00.00

DOC. NO. 201617272
TL 4624 0902

DOC. NO. 201715752
TL 4624 1100

STATION: 13+25.70
OFFSET: 30.00' L

PT: 12+74.57

DOC. NO. 202114714
TL 4624 1000

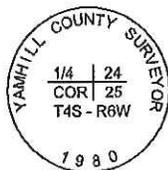
STATION: 11+60.60
OFFSET: 20.00L

$\Delta=30^{\circ}17'21''$
R=260.00'
L=137.45'
CB= N10°36'36"E
CL= 135.85'

PC: 11+37.12

DOC. NO. 202002221
TL 4624 1200

BEGINNING OF
ALIGNMENT: 10+00.00

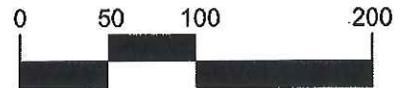


2-3/4" BRASS DISK
QUARTER CORNER
SEC. 24/25; T4S, R6W

LEGEND:



PERMANENT RIGHT OF WAY EASEMENT
± 1,745 SQ. FT.



SW GOPHER VALLEY ROAD

FILE NO: 001	SUBMITTAL DATE: 10/18/2022	REV'D:
TAX LOT: 01000	ADDRESS: N/A	
TAX MAP: 4624		

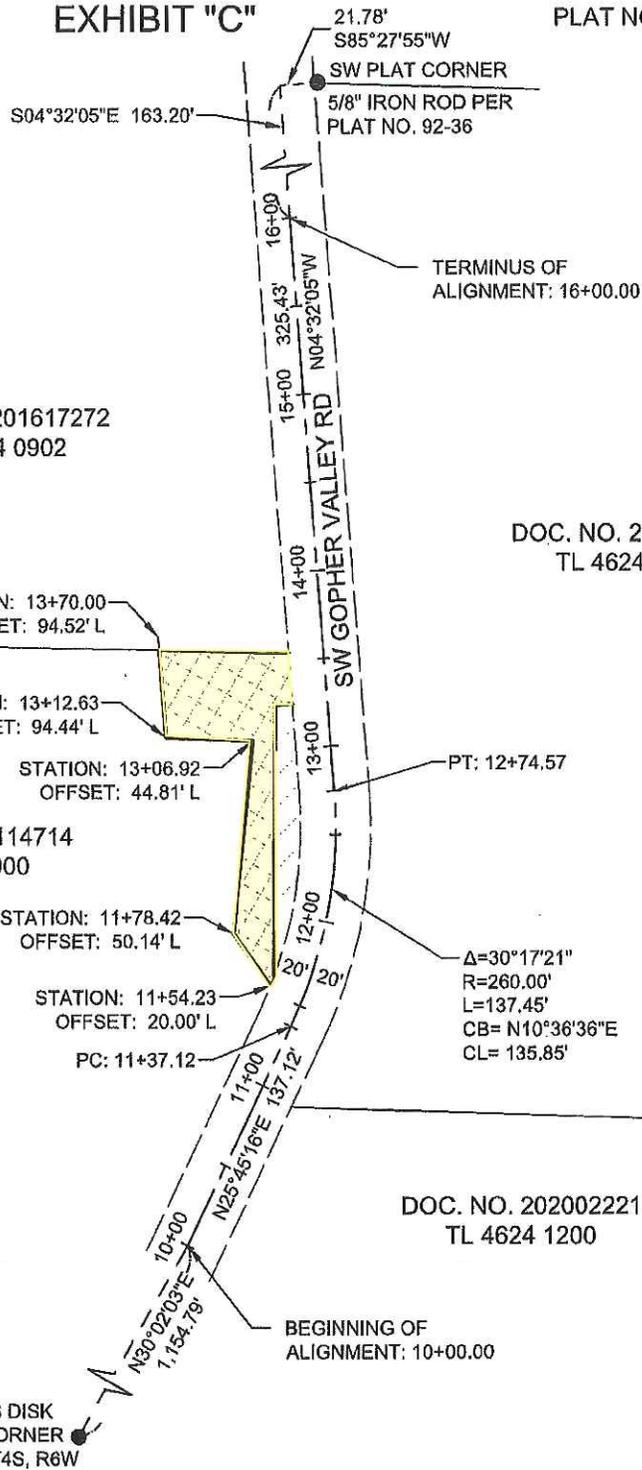


DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "C"

PLAT NO. 92-36



DOC. NO. 201617272
TL 4624 0902

DOC. NO. 201715752
TL 4624 1100

STATION: 13+70.00
OFFSET: 94.52' L

STATION: 13+12.63
OFFSET: 94.44' L

STATION: 13+06.92
OFFSET: 44.81' L

DOC. NO. 202114714
TL 4624 1000

STATION: 11+78.42
OFFSET: 50.14' L

STATION: 11+54.23
OFFSET: 20.00' L

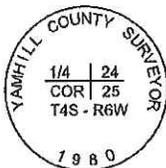
PC: 11+37.12

PT: 12+74.57

Δ=30°17'21"
R=260.00'
L=137.45'
CB=N10°36'36"E
CL=135.85'

DOC. NO. 202002221
TL 4624 1200

BEGINNING OF
ALIGNMENT: 10+00.00

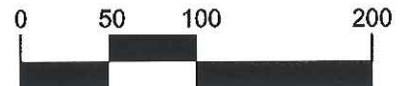


2-3/4" BRASS DISK
QUARTER CORNER
SEC. 24/25; T4S, R6W

LEGEND:



TEMPORARY WORK AREA AND UTILITY EASEMENT
± 5,906 SQ. FT. (± 0.14 ACRES)



SW GOPHER VALLEY ROAD



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

FILE NO: 001	SUBMITTAL DATE: 10/18/2022	REV'D:
TAX LOT: 01000	ADDRESS: N/A	
TAX MAP: 4624		

YAMHILL COUNTY
OBLIGATIONS AGREEMENT

File No.: 01
Grantor: Steve Pringle/Chilton Inc
Address: No Situs, Sheridan, OR 97378
County: Yamhill
Date: January 20, 2023

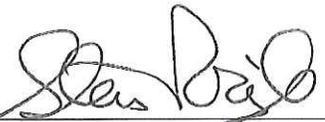
As part of the Gopher Valley Road Bridge Replacement Project, Chilton Inc., a Washington Corporation (Grantor/Vendor), Steve Pringle (Grantor/Vendee), and Yamhill County (Grantee/County) agree to the following obligations:

1. County agrees to gravel the driveway up to the back of the temporary work area and utility easement.
2. County agrees to leave the removed trees for firewood. Trees will be left in firewood length on the Grantor's corresponding property in or near the ROW.
3. County agrees to chip the slash pile on site or remove the slash pile that is partially within the temporary work area and utility easement. Grantor grants the County permission to access private property up to 50 ft past the temporary work area and utility easement to remove the remainder of the burn pile as part of the project.
4. It is understood and agreed that County's performance of this agreement is a portion of the consideration for the property rights acquired from the Grantor as evidenced by the signed Permanent Right of Way Easement and Temporary Work Area and Utility Easement between Grantor and County. This agreement shall not be effective or binding until Grantor receives notice from the County accepting the easements.

Dated this 13 day of Feb, 2023.

CHILTON INC., A WASHINGTON COPROTATION WHO ACQUIRED TITLE AS CHILTON, INC.

By: [Signature] By: _____
Name: Craig W. Chilton Name: _____
It's: free It's: _____

By: 
STEVEN PRINGLE, VENDEE

COUNTY OF YAMHILL


Greg Haffner
Engineering Manager, Yamhill County

Approved as to Form:


County Attorney's Office



Epic Land Solutions, Inc.
Portland Regional Office
10300 SW Greenburg Road, Suite 370
Portland, OR 97223
(503) 213-3977
epicland.com

File No.:	01
Grantor:	Chilton, Inc. a Washington corporation, which acquired title as Chiton, Inc.; Steven Pringle
Project:	Gopher Valley Road Bridge Replacement
County:	Yamhill

The undersigned assign(s) and transfer(s) to:

Payee Name: Steven Pringle
Payee Address: 4225 SW Westshore Drive, Gaston, OR 97119

The net proceeds of \$2,000 due from Yamhill County, in connection with the sale of certain property to Yamhill County; provided, however, that this assignment shall be subject to claims which Yamhill County may have in the proceeds from said sale, or any prior assignments. If for any reason the sale of said property cannot be closed, then this assignment shall be null and void.


Steven Pringle, Vendee

2/3/23
Date

Chilton, Inc. a Washington corporation, which acquired title as Chiton, Inc.

Date

CONSENT IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF
CHILTON INC.

The undersigned, being all the Directors of Chilton Inc. (the Corporation), hereby authorize the following action be taken in lieu of a special meeting thereof and hereby adopt the following resolution:

Resolved: Craig W. Chilton is hereby authorized to sign any and all documents on behalf of the corporation as may be required from time to time in the day to day operation of the corporation in lieu of obtaining the signature of all directors or other officers, including but not limited to purchase and selling of real estate.

EFFECTIVE DATE:

RESOLVED: That this consent shall become effective when all consents have been delivered to the corporation, as provided by, RCW23B.07.040(4) / RCW23B.08.210(2).

WAIVER OF NOTICE:

RESOLVED: That the directors execution of this Consent shall constitute a waiver of any notice required under the Articles of Incorporation or the Bylaws of this corporation, or as may be otherwise required by law.

DATED: 4-3-98

Craig W. Chilton
CRAIG W. CHILTON

DATED: 4-3-98

Robin M. Chilton
ROBIN M. CHILTON

BUSINESS INFORMATION

Business Name:
CHILTON INC.

UBI Number:
601 690 173

Business Type:
WA PROFIT CORPORATION

Business Status:
ACTIVE

Principal Office Street Address:
1760 DOWN RIVER DR, WOODLAND, WA, 98674, UNITED STATES

Principal Office Mailing Address:
1760 DOWN RIVER DR, WOODLAND, WA, 98674-9699, UNITED STATES

Expiration Date:
02/28/2024

Jurisdiction:
UNITED STATES, WASHINGTON

Formation/ Registration Date:
02/15/1996

Period of Duration:
PERPETUAL

Inactive Date:

Nature of Business:
REAL PROPERTY INVESTMENT

REGISTERED AGENT INFORMATION

Registered Agent Name:
ROBIN CHILTON

Street Address:
1760 DOWN RIVER DR, WOODLAND, WA, 98674-9699, UNITED STATES

Mailing Address:

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		CRAIG	CHILTON
GOVERNOR	INDIVIDUAL		ROBIN	CHILTON

File 02

After Recording, Return To:

Yamhill County
Office of County Counsel
535 NE Fifth Street
McMinnville, Oregon 97128

ACCEPTED AND APPROVED BY:



Lindsay Berschauer, Chair, Yamhill County
Board of Commissioners, for:
YAMHILL COUNTY

3.10.23
Date

PERMANENT SLOPE, DRAINAGE AND UTILITY EASEMENT

Meadow Lake Land & Development, LLC, an Oregon limited liability company, and Larry Heesacker and Donna J. Heesacker, Co-Trustees of the Heesacker Family Trust dated June 30, 2016, as to an undivided one-half interest; and Michael W. Turner and Kelley Sue Nolen-Turner, Trustees of the Turner Family Trust dated November 16, 2017, as to an undivided one-half interest; as tenants in common, 7200 SW Gopher Valley Road, McMinnville, Oregon, Tax Lot #902, "Grantors," hereby grant to YAMHILL COUNTY, a political subdivision of the State of Oregon, "Grantee," a permanent, perpetual, non-exclusive easement, over, across and under real property situated in Yamhill County, as more particularly described in the attached Exhibit A and as shown on the attached Exhibit B, labeled as follows and incorporated herein by reference ("Easement Area"):

EXHIBIT A - Description: "PERMANENT SLOPE, DRAINAGE AND UTILITY EASEMENT" (containing 1,550 square feet, more or less)

EXHIBIT B - Sketch

1. Easement uses. The easement conveyed by Grantor to Grantee and Grantee's successors and assigns, is the right to future use and development of the Easement Area for the following purposes:

- a) Permanent slope easement, including the right to construct and maintain slopes necessitated by the construction, operation, and maintenance of the public road, all public facilities, and improvements in the adjacent right-of-way. Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantors by reasons of any change of grade of the roadway abutting on said property.

AND - Drainage easement, including the right to construct, operate, and maintain facilities for storm and surface drainage purposes over, under, and across said property, together with the right to enter upon said easement area for the purpose of planting, digging, cleaning, and to perform other activities that enhance and preserve the drainage function of the easement area.

AND – Utility easement, including the right to install, maintain, and repair public utilities over, under, and across the property described.

2. Maintenance and Repair. Grantee, its successors and/or assigns, shall be responsible for maintenance and repair of the Easement Area, and Grantor shall have no responsibility for maintenance or repair. Grantee, its successors and/or assigns, shall be responsible for monitoring the Easement Area to ensure ongoing maintenance as necessary to prevent nuisance and/or safety problems from arising or affecting Grantor’s property.

3. Consideration. The monetary consideration for this conveyance is \$300.00.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on:

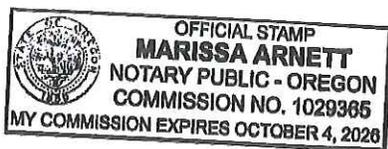
Date: 1/11/23

Meadow Lake Land & Development, LLC,
an Oregon limited liability company

By: Larry Heesacker By: Donna Heesacker
Name: Larry Heesacker Name: Donna Heesacker
Its: member Its: member

STATE OF OREGON)
County of Yamhill)

The foregoing instrument is acknowledged before me this 11th day of Jan,
2023 by Larry Heesacker as member and
Donna Heesacker as member for Meadow Lake Land &
Development, LLC, an Oregon limited liability company.



[Signature]
Notary Public for Oregon
My Commission Expires:

Date: ~~1/11/2023~~ 10/4/2026 [Signature]

Heesacker Family Trust dated June 30, 2016

By: *Larry F. Heesacker*
Larry F. Heesacker, Co-Trustee

By: *Donna J. Heesacker*
Donna J. Heesacker, Co-Trustee

STATE OF OREGON)
County of Yamhill)

The foregoing instrument is acknowledged before me this 11TH day of Jan,
2023 by Larry F Heesacker and Donna J. Heesacker, Co-Trustees of the Heesacker Family Trust
dated June 30, 2016.



MA
Notary Public for Oregon
My Commission Expires:

Date: ~~1/11/2023~~
10/4/2026 *MA*

Turner Family Trust dated November 16, 2017

By: Michael W Turner
Michael W. Turner, Trustee

By: Kelley Sue Nolen-Turner
Kelley Sue Nolen-Turner, Trustee

STATE OF OREGON)
County of Yamhill)

The foregoing instrument is acknowledged before me this 11th day of Jan,
2023 by Michael W. Turner and Kelley Sue Nolen-Turner, Trustees of the Turner Family Trust
dated November 16, 2017.

MA

Notary Public for Oregon
My Commission Expires:



Date: ~~1/11/2023~~
10/4/2026 MA



Epic Land Solutions, Inc.
 Portland Regional Office
 10300 SW Greenburg Road, Suite 370
 Portland, OR 97223
 (503) 213-3977
 epicland.com

File No.:	02
Grantor:	Meadow Lake Land & Development, LLC, an Oregon limited liability company, and Larry F. Heesacker and Donna J. Heesacker, Co-Trustees of the Heesacker Family Trust dated June 30, 2016, as to an undivided one-half interest; and Michael W. Turner and Kelley Sue Nolen-Turner, Trustees of the Turner Family Trust dated November 16, 2017, as to an undivided one-half interest; as tenants in common
Project:	Gopher Valley Road Bridge Replacement
County:	Yamhill

The undersigned assign(s) and transfer(s) to:

Payee Name: **Turner Family Trust**
 Payee Address: 11410 NE Bayliss Rd. Carlton, OR 97111

The net proceeds of \$150 due from Yamhill County, in connection with the sale of certain property to Yamhill County; provided, however, that this assignment shall be subject to claims which Yamhill County may have in the proceeds from said sale, or any prior assignments. If for any reason the sale of said property cannot be closed, then this assignment shall be null and void.

<u><i>Larry Beards</i></u>	<u><i>Donna Heesacker</i></u>	<u>1-11-23</u>
Meadow Lake Land & Development, LLC, an Oregon limited liability company		Date
<u><i>Larry F Heesacker</i></u>		<u>1-11-23</u>
Larry F. Heesacker, Co-Trustee of the Heesacker Family Trust dated June 30, 2016		Date
<u><i>Donna J Heesacker</i></u>		<u>1-11-23</u>
Donna J. Heesacker, Co-Trustee of the Heesacker Family Trust dated June 30, 2016		Date

Michael W Turner

Michael W. Turner, Trustee of the Turner Family Trust dated November 16, 2017

1-11-2023

Date

Kelley Sue Nolen-Turner

Kelley Sue Nolen-Turner, Trustee of the Turner Family Trust dated November 16, 2017

1-11-2023

Date



Epic Land Solutions, Inc.
 Portland Regional Office
 10300 SW Greenburg Road, Suite 370
 Portland, OR 97223
 (503) 213-3977
 epicland.com

File No.:	02
Grantor:	Meadow Lake Land & Development, LLC, an Oregon limited liability company, and Larry F. Heesacker and Donna J. Heesacker, Co-Trustees of the Heesacker Family Trust dated June 30, 2016, as to an undivided one-half interest; and Michael W. Turner and Kelley Sue Nolen-Turner, Trustees of the Turner Family Trust dated November 16, 2017, as to an undivided one-half interest; as tenants in common
Project:	Gopher Valley Road Bridge Replacement
County:	Yamhill

The undersigned assign(s) and transfer(s) to:

Payee Name: **Meadow Lake Land & Development, LLC**
 Payee Address: 21365 NW Meadowlake Rd, Yamhill, OR 97148

The net proceeds of \$150 due from Yamhill County, in connection with the sale of certain property to Yamhill County; provided, however, that this assignment shall be subject to claims which Yamhill County may have in the proceeds from said sale, or any prior assignments. If for any reason the sale of said property cannot be closed, then this assignment shall be null and void.

Larry Heesacker Donna Heesacker 1/11/23
 Meadow Lake Land & Development, LLC, an Oregon limited liability company Date

Larry Heesacker 1/11/23
 Larry F. Heesacker, Co-Trustee of the Heesacker Family Trust dated June 30, 2016 Date

Donna J. Heesacker 1-11-23
 Donna J. Heesacker, Co-Trustee of the Heesacker Family Trust dated June 30, 2016 Date

Michael W Turner

Michael W. Turner, Trustee of the Turner Family Trust dated November 16, 2017

1-11-2023

Date

Kelley Sue Nolen-Turner

Kelley Sue Nolen-Turner, Trustee of the Turner Family Trust dated November 16, 2017

1-11-2023

Date



EXHIBIT "A"

7200 SW Gopher Valley Rd
October 18, 2022

File No. 002
Tax Map 4624
Tax Lot 0902

PERMANENT SLOPE, DRAINAGE, AND UTILITY EASEMENT

A permanent slope, drainage, and utility easement, situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon, and being a portion of that property conveyed to Meadow Lake Land & Development, LLC, an Oregon limited liability company and Larry F. Heesascker and Donna J. Heesacker, Co-Trustees of the Heesacker Family Trust dated June 30, 2016, and Lydia Turner, Trustee of the Turner Family Trust dated May 5, 2002 in that Statutory Bargain and Sale Deed recorded November 7, 2016 and recorded as Document No. 201617272, Yamhill County Deed Records, said easement being a portion of said property included in a strip of land variable in width and lying on the westerly side of the centerline of Gopher Valley Road, which centerline is described below.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on the Left (Westerly) side of Centerline
13+50.00		14+19.80	38.40 in a straight line to 26.00
14+19.80		15+46.40	26.00
15+46.40		15+59.80	26.00 in a straight line to 20.00

Excepting therefrom, any portion lying within the existing right-of-way of SW Gopher Valley Road.

The land to which this description applies contains 1,550 square feet, more or less.



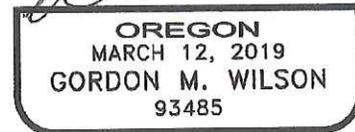
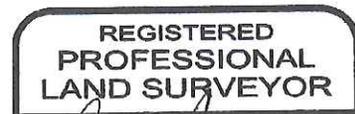
CENTERLINE DESCRIPTION OF A PORTION OF SW GOPHER VALLEY ROAD

A road centerline situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon.

Beginning at a point on the centerline of SW Gopher Valley Road, herein designated as Station 10+00.00 for the purpose of this description, being North 30°02'03" East 1,154.79 feet from the Quarter Corner common to Section 24 & 25, Township 4 South, Range 6 West, Willamette Meridian; thence North 25°45'16" East 137.12 feet to a point of curvature (Station 11+37.12); thence on the arc of a 260.00 foot radius curve to the left, through a central angle of 30°17'21", an arc distance of 137.45 feet (the long chord of which bears North 10°36'36" East 135.85 feet) to a point of tangency (Station 12+74.57); thence North 04°32'05" West 325.43 feet to the terminus of this description (Station 16+00.00), said terminus being South 85°27'55" West 21.78 feet and South 04°32'05" East 163.20 feet from a 5/8" iron rod at the southwest corner of Parcel 2 of Partition Plat No. 92-36, Yamhill County Survey Records.

The bearings of this description are based on a Pre-Construction Record of Survey performed by DEA, Inc. for the Yamhill County Public Works Department, dated October 2022.

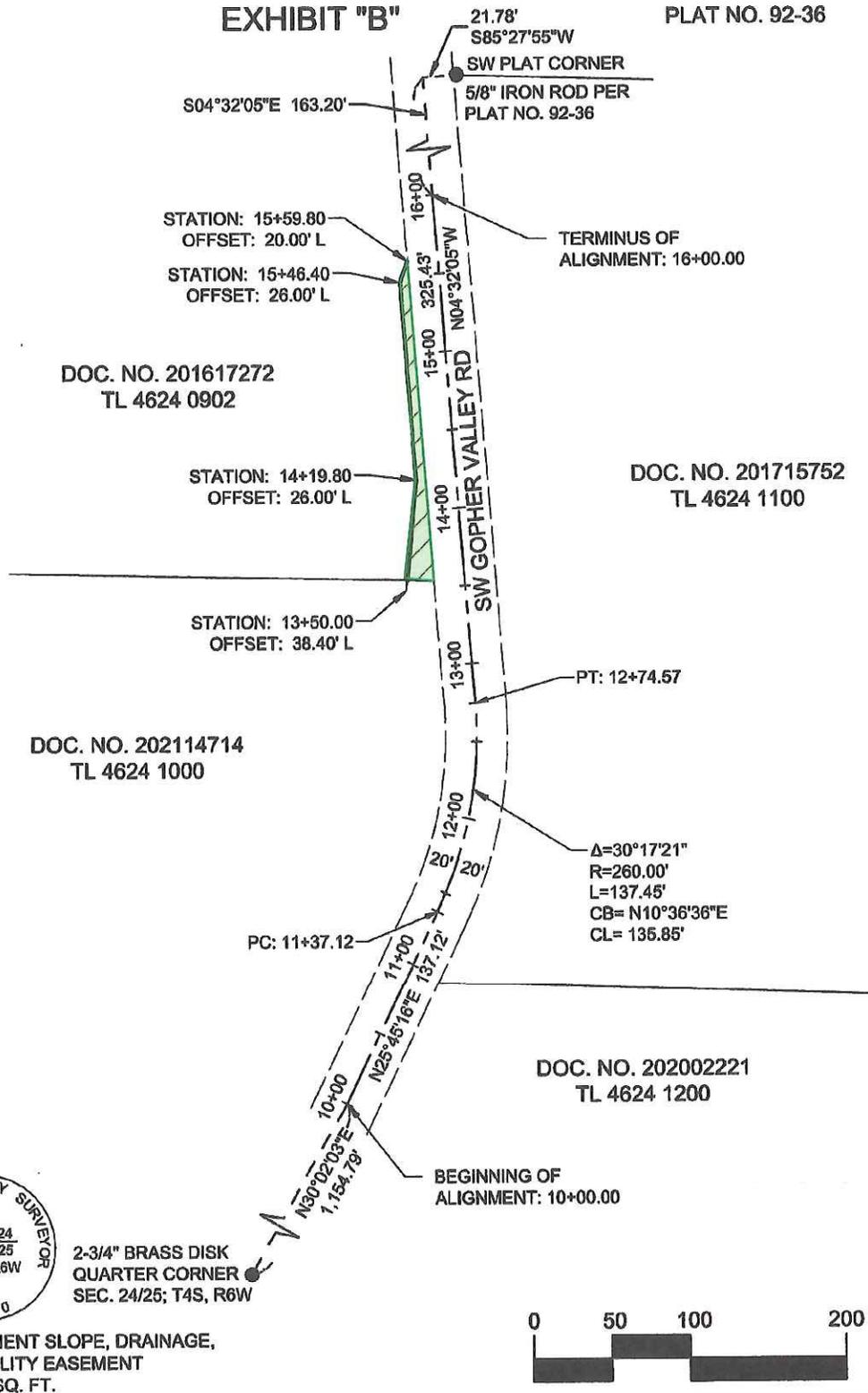
See attached Exhibit "B".



RENEWS: 06-30-24

EXHIBIT "B"

PLAT NO. 92-36

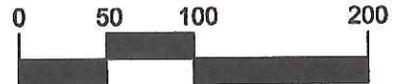


2-3/4" BRASS DISK
QUARTER CORNER
SEC. 24/25; T4S, R6W

LEGEND:



PERMANENT SLOPE, DRAINAGE,
AND UTILITY EASEMENT
± 1,550 SQ. FT.



SW GOPHER VALLEY ROAD

FILE NO: 002	SUBMITTAL DATE: 10/18/2022	REV'D:
TAX LOT: 00902	ADDRESS: 7200 SW GOPHER VALLEY RD	
TAX MAP: 4624		



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

File 03

After Recording, Return To:

Yamhill County
Office of County Counsel
535 NE Fifth Street
McMinnville, Oregon 97128

ACCEPTED AND APPROVED BY:



Lindsay Berschauer, Chair, Yamhill County
Board of Commissioners, for:
YAMHILL COUNTY

3.16.23

Date

PERMANENT RIGHT-OF-WAY EASEMENT

Robert R. LaDu, Jr. and Christine E. Bosch, as tenants by the entirety, 7373 SW Gopher Valley Road, McMinnville, Oregon, Tax Lot #1100, "Grantors," hereby grant to YAMHILL COUNTY, a political subdivision of the State of Oregon, "Grantee," a permanent, perpetual, non-exclusive easement, over, across and under real property situated in Yamhill County, as more particularly described in the attached Exhibit A and as shown on the attached Exhibit B, labeled as follows and incorporated herein by reference ("Easement Area"):

EXHIBIT A - Description: "PERMANENT RIGHT-OF-WAY EASEMENT AND PERMANENT SLOPE EASEMENT" (containing 900 square feet, more or less and 4,359 square feet, more or less, respectively)

EXHIBIT B - Sketch

1. Easement uses. The easement conveyed by Grantor to Grantee and Grantee's successors and assigns, is the right to future use and development of the Easement Area for the following purposes:
 - a. Permanent right-of-way easement, including the right to construct, operate, and maintain a public road, all customary associated uses, and appurtenant facilities.
 - b. Permanent slope easement, including the right to construct and maintain slopes necessitated by the construction, operation, and maintenance of the public road, all public facilities, and improvements in the adjacent right-of-way. Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantors by reasons of any change of grade of the roadway abutting on said property.

2. Maintenance and Repair. Grantee, its successors and/or assigns, shall be responsible for maintenance and repair of the Easement Area, and Grantor shall have no responsibility for maintenance or repair. Grantee, its successors and/or assigns, shall be responsible for monitoring the Easement Area to ensure ongoing maintenance as necessary to prevent nuisance and/or safety problems from arising or affecting Grantor's property.

3. Consideration. The monetary consideration for this conveyance is \$800.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on:

Date: 01/17/2023

By: [Signature]

Robert R. LaDu, Jr.

STATE OF OREGON)
County of Yamhill)

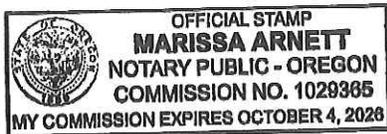
The foregoing instrument is acknowledged before me this 17TH day of Jan,
2023, by Robert R. LaDu, Jr.

[Signature]

Notary Public for Oregon
My Commission Expires:

Date: ~~1/17/2023~~

10/4/2026 [Signature]



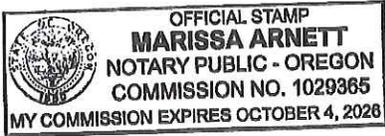
By: 
Christine E. Bosch 1/20/2023

STATE OF OREGON)
County of Yamhill)

The foregoing instrument is acknowledged before me this 20 day of Jan,
2023 by Christine E. Bosch.



Notary Public for Oregon
My Commission Expires:



Date: ~~1/20/2023~~
10/4/2026 



EXHIBIT "A"

7373 SW Gopher Valley Rd
October 18, 2022

File No. 003
Tax Map 4624
Tax Lot 1100

PERMANENT RIGHT-OF-WAY EASEMENT

A permanent right-of-way easement, situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon, and being a portion of that property conveyed to Robert R. La Du Jr. and Christine E. Bosch in that Statutory Warranty Deed recorded September 29, 2017 as Document No. 201715752 of the Yamhill County Deed Records, said easement being a portion of said property included in a strip of land variable in width and lying on the easterly side of the centerline of Gopher Valley Road, which centerline is described below.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on the Right (Easterly) side of Centerline
12+21.30		13+28.60	30.00 in a straight line to 30.00

Excepting therefrom, any portion lying within the existing right-of-way of SW Gopher Valley Road.

The land to which this description applies contains 900 square feet, more or less.

PERMANENT SLOPE EASEMENT

A permanent slope easement, situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon, and being a portion of that property conveyed to Robert R. La Du Jr. and Christine E. Bosch in that Statutory Warranty Deed recorded September 29, 2017 as Document No. 201715752 of the Yamhill County Deed Records, said easement being a portion of said property included in a strip of land variable in width and lying on the easterly side of the centerline of Gopher Valley Road, which centerline is described below.



The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on the Right (Easterly) side of Centerline
10+95.00		11+46.35	33.70 in a straight line to 37.00
11+46.35		12+41.16	37.00 in a straight line to 43.00
12+41.16		13+73.78	43.00 in a straight line to 35.00
13+73.78		14+15.73	35.00 in a straight line to 20.00

Excepting therefrom, that portion lying within the above-described Permanent Right-of-Way Easement as well as any portion lying within the existing right-of-way of SW Gopher Valley Road.

The land to which this description applies contains 4,359 square feet, more or less.

CENTERLINE DESCRIPTION OF A PORTION OF SW GOPHER VALLEY ROAD

A road centerline situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon.

Beginning at a point on the centerline of SW Gopher Valley Road, herein designated as Station 10+00.00 for the purpose of this description, being North 30°02'03" East 1,154.79 feet from the Quarter Corner common to Section 24 & 25, Township 4 South, Range 6 West, Willamette Meridian; thence North 25°45'16" East 137.12 feet to a point of curvature (Station 11+37.12); thence on the arc of a 260.00 foot radius curve to the left, through a central angle of 30°17'21", an arc distance of 137.45 feet (the long chord of which bears North 10°36'36" East 135.85 feet) to a point of tangency (Station 12+74.57); thence North 04°32'05" West 325.43 feet to the terminus of this description (Station 16+00.00), said terminus being South 85°27'55" West 21.78 feet and South 04°32'05" East 163.20 feet from a 5/8" iron rod at the southwest corner of Parcel 2 of Partition Plat No. 92-36, Yamhill County Survey Records.

The bearings of this description are based on a Pre-Construction Record of Survey performed by DEA, Inc. for the Yamhill County Public Works Department, dated October 2022.

See attached Exhibits "B" and "C".



RENEWS: 06-30-24

EXHIBIT "B"

PLAT NO. 92-36



S04°32'05"E 163.20'

21.78'
S85°27'55"W

SW PLAT CORNER
5/8" IRON ROD PER
PLAT NO. 92-36

TERMINUS OF
ALIGNMENT: 16+00.00

DOC. NO. 201617272
TL 4624 0902

DOC. NO. 201715752
TL 4624 1100

STATION: 13+28.60
OFFSET: 30.00' R

PT: 12+74.57

DOC. NO. 202114714
TL 4624 1000

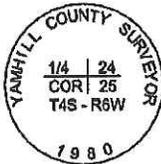
$\Delta=30^{\circ}17'21"$
 $R=260.00'$
 $L=137.45'$
 $CB=N10^{\circ}36'36"E$
 $CL=135.85'$

STATION: 12+21.30
OFFSET: 30.00' R

PC: 11+37.12

DOC. NO. 202002221
TL 4624 1200

BEGINNING OF
ALIGNMENT: 10+00.00



2-3/4" BRASS DISK
QUARTER CORNER
SEC. 24/26; T4S, R6W

LEGEND:



PERMANENT RIGHT OF WAY EASEMENT
± 900 SQ. FT.



SW GOPHER VALLEY ROAD

FILE NO: 003	SUBMITTAL DATE: 10/18/2022	REV'D:
TAX LOT: 01100	ADDRESS: 7373 SW GOPHER VALLEY RD	
TAX MAP: 4824		



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "C"

PLAT NO. 92-36



S04°32'05"E 163.20'

21.78'
S85°27'55"W

SW PLAT CORNER
5/8" IRON ROD PER
PLAT NO. 92-36

TERMINUS OF
ALIGNMENT: 16+00.00

DOC. NO. 201617272
TL 4624 0902

STATION: 14+15.73
OFFSET: 20.00' R

DOC. NO. 201715752
TL 4624 1100

STATION: 13+73.78
OFFSET: 35.00' R

DOC. NO. 202114714
TL 4624 1000

$\Delta=30^{\circ}17'21''$
 $R=260.00'$
 $L=137.45'$
 $CB=N10^{\circ}38'36''E$
 $CL=135.85'$

STATION: 12+41.16
OFFSET: 43.00' R

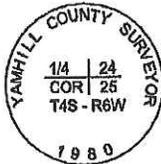
STATION: 11+46.35
OFFSET: 37.00' R

PC: 11+37.12

STATION: 10+95.00
OFFSET: 33.70' R

DOC. NO. 202002221
TL 4624 1200

BEGINNING OF
ALIGNMENT: 10+00.00



2-3/4" BRASS DISK
QUARTER CORNER
SEC. 24/25; T4S, R6W

LEGEND:



PERMANENT SLOPE EASEMENT
± 4,359 SQ. FT. (± 0.10 ACRES)



SW GOPHER VALLEY ROAD

FILE NO: 003	SUBMITTAL DATE: 10/18/2022	REV'D:
TAX LOT: 01100	ADDRESS: 7373 SW GOPHER VALLEY RD	
TAX MAP: 4624		



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6883

YAMHILL COUNTY
OBLIGATIONS AGREEMENT

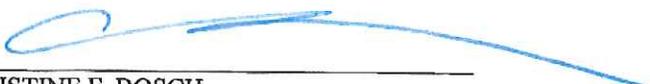
File No.: 03
Grantor: Robert R. LaDu, Jr. and Christine E. Bosch
Address: 7373 SW Gopher Valley Road, Sheridan, OR 97378
County: Yamhill
Date: January 26, 2023

As part of the Gopher Valley Road Bridge Replacement Project, Robert R. LaDu, Jr. and Christine E. Bosch, as tenants by the entirety (Grantor/Vendor) and Yamhill County (Grantee/County) agree to the following obligations:

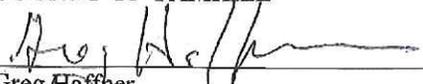
1. County agrees to leave the removed trees for firewood. Trees will be left on the Grantor's corresponding property in or near the ROW.
2. It is understood and agreed that County's performance of this agreement is a portion of the consideration for the property rights acquired from the Grantor as evidenced by the signed Permanent Right of Way Easement and Permanent Slope Easement between Grantor and County. This agreement shall not be effective or binding until Grantor receives notice from the County accepting the easements.

Dated this 15th day of February, 2023.

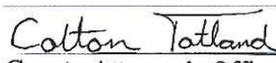
By: 
ROBERT R. LADU, JR.

By: 
CHRISTINE E. BOSCH

COUNTY OF YAMHILL


Greg Haffner
Engineering Manager, Yamhill County

Approved as to Form:


County Attorney's Office

File 04

After Recording, Return To:

Yamhill County
Office of County Counsel
535 NE Fifth Street
McMinnville, Oregon 97128

ACCEPTED AND APPROVED BY:



Lindsay Berschauer, Chair, Yamhill County
Board of Commissioners, for:
YAMHILL COUNTY

3.16.23
Date

PERMANENT SLOPE AND DRAINAGE EASEMENT

Billy Ivan Gourley as Trustee of the Gourley Family Trust dated October 6, 2004, 8325 SW Gopher Valley Road, McMinnville, Oregon, Tax Lot #1200, "Grantors," hereby grant to YAMHILL COUNTY, a political subdivision of the State of Oregon, "Grantee," a permanent, perpetual, non-exclusive easement, over, across and under real property situated in Yamhill County, as more particularly described in the attached Exhibit A and as shown on the attached Exhibit B, labeled as follows and incorporated herein by reference ("Easement Area"):

EXHIBIT A - Description: "PERMANENT SLOPE AND DRAINAGE EASEMENT"
(containing 664 square feet, more or less)

EXHIBIT B - Sketch

1. Easement uses. The easement conveyed by Grantor to Grantee and Grantee's successors and assigns, is the right to future use and development of the Easement Area for the following purposes:

- a. Slope easement, including the right to construct and maintain slopes necessitated by the construction, operation, and maintenance of the public road, all public facilities, and improvements in the adjacent right-of-way. Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantors by reasons of any change of grade of the roadway abutting on said property.
- b. Drainage easement, including the right to construct, operate, and maintain facilities for storm and surface drainage purposes over, under, and across said property, together with the right to enter upon said easement area for the purpose of planting, digging, cleaning, and to perform other activities that enhance and preserve the drainage function of the easement area.

2. Maintenance and Repair. Grantee, its successors and/or assigns, shall be responsible for maintenance and repair of the Easement Area, and Grantor shall have no responsibility for maintenance or repair. Grantee, its successors and/or assigns, shall be responsible for monitoring the Easement Area to ensure ongoing maintenance as necessary to prevent nuisance and/or safety problems from arising or affecting Grantor's property.

3. Consideration. The monetary consideration for this conveyance is \$300.00.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on:

Date: 1-20-23

By: [Signature]

Billy Ivan Gourley as Trustee of the Gourley Family Trust dated October 6, 2004

STATE OF OREGON)
County of Yamhill)

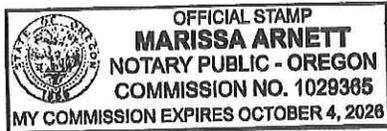
The foregoing instrument is acknowledged before me this 20th day of Jan, 2023, by Billy Ivan Gourley as Trustee of the Gourley Family Trust dated October 6, 2004.

[Signature]

Notary Public for Oregon
My Commission Expires:

Date: ~~1/20/2023~~

10/4/2026 [Signature]





Epic Land Solutions, Inc.
Portland Regional Office
10300 SW Greenburg Road, Suite 370
Portland, OR 97223
(503) 213-3977
epicland.com

File No.:	04
Grantor:	Billy Ivan Gourley as Trustee of the Gourley Family Trust dated October 6, 2004
Project:	Gopher Valley Road Bridge Replacement
County:	Yamhill

The undersigned assign(s) and transfer(s) to:

Payee Name: Billy Ivan Gourley
Payee Address: 8325 SW Gopher Valley Road, McMinnville, OR 97128

The net proceeds of \$300 due from Yamhill County, in connection with the sale of certain property to Yamhill County; provided, however, that this assignment shall be subject to claims which Yamhill County may have in the proceeds from said sale, or any prior assignments. If for any reason the sale of said property cannot be closed, then this assignment shall be null and void.

Billy Ivan Gourley as Trustee of the Gourley Family Trust dated October 6, 2004

1-25-23

Date



EXHIBIT "A"

8325 SW Gopher Valley Rd
October 18, 2022

File No. 004
Tax Map 4624
Tax Lot 1200

PERMANENT SLOPE AND DRAINAGE EASEMENT

A permanent slope and drainage easement, situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon, and being a portion of that property conveyed to Billy Ivan Gourley as Trustee of the Gourley Family Trust dated October 6, 2004, in that Bargain and Sale Deed recorded February 11, 2020 and recorded as Document No. 202002221, Yamhill County Deed Records, said easement being a portion of said property included in a strip of land variable in width and lying on the easterly side of the centerline of Gopher Valley Road, which centerline is described below.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on the Right (Easterly) side of Centerline
10+02.00		11+10.00	20.00 in a straight line to 35.20

Excepting therefrom, any portion lying within the existing right-of-way of SW Gopher Valley Road.

The land to which this description applies contains 664 square feet, more or less.

CENTERLINE DESCRIPTION OF A PORTION OF SW GOPHER VALLEY ROAD

A road centerline situated in the Southeast One-Quarter of Section 24, Township 4 South, Range 6 West, Willamette Meridian, Yamhill County, Oregon. Beginning at a point on the centerline of SW Gopher Valley Road, herein designated as Station 10+00.00 for the purpose of this description, being North 30°02'03" East 1,154.79 feet from the Quarter Corner common to Section 24 & 25, Township 4 South, Range 6 West, Willamette Meridian; thence North 25°45'16" East 137.12 feet to a point of curvature (Station 11+37.12); thence on the arc of a 260.00 foot radius curve to the left, through a central angle of 30°17'21", an arc distance of



137.45 feet (the long chord of which bears North 10°36'36" East 135.85 feet) to a point of tangency (Station 12+74.57); thence North 04°32'05" West 325.43 feet to the terminus of this description (Station 16+00.00), said terminus being South 85°27'55" West 21.78 feet and South 04°32'05" East 163.20 feet from a 5/8" iron rod at the southwest corner of Parcel 2 of Partition Plat No. 92-36, Yamhill County Survey Records.

The bearings of this description are based on a Pre-Construction Record of Survey performed by DEA, Inc. for the Yamhill County Public Works Department, dated October 2022.

See attached Exhibit "B".

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MARCH 12, 2019
GORDON M. WILSON
93485

RENEWS: 06-30-24

EXHIBIT "B"

PLAT NO. 92-36



21.78'
S85°27'55"W
SW PLAT CORNER
5/8" IRON ROD PER
PLAT NO. 92-36

S04°32'05"E 163.20'

TERMINUS OF
ALIGNMENT: 16+00.00

DOC. NO. 201617272
TL 4624 0902

DOC. NO. 201715752
TL 4624 1100

DOC. NO. 202114714
TL 4624 1000

$\Delta=30^{\circ}17'21"$
 $R=260.00'$
 $L=137.45'$
CB= N10°36'36"E
CL= 135.85'

PT: 12+74.57

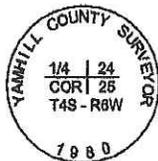
PC: 11+37.12

STATION: 11+10.00
OFFSET: 35.20' R

DOC. NO. 202002221
TL 4624 1200

STATION: 10+02.00
OFFSET: 20.00' R

BEGINNING OF
ALIGNMENT: 10+00.00

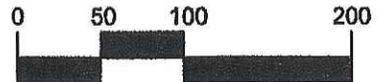


2-3/4" BRASS DISK
QUARTER CORNER
SEC. 24/25; T4S, R6W

LEGEND:



PERMANENT SLOPE AND DRAINAGE EASEMENT
± 664 SQ. FT.



SW GOPHER VALLEY ROAD

FILE NO: 004	SUBMITTAL DATE: 10/18/2022	REVD:
TAX LOT: 01200	ADDRESS: 8325 SW GOPHER VALLEY RD	
TAX MAP: 4624		



**DAVID EVANS
AND ASSOCIATES INC.**
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

B.O. 23-96