

Melissa Jenck

From: Kurt Mizee <robodairy@gmail.com>
Sent: Thursday, October 21, 2021 4:58 PM
To: Melissa Jenck
Cc: Wendy Stevens; Sarah Absher
Subject: EXTERNAL: Easment
Attachments: 2021-09-17_Access Easement w exhibits.pdf

[NOTICE: This message originated outside of Tillamook County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Melissa,

As discussed in our previous conversation, we have undertaken the delineation of our access and prescriptive easement via a surveyor and attorney. It has been drafted in line with the stated planned easement offered by Mr. Hughes. Please find the attached document showing the easement along with mapping. The surveyor was hired to first survey the existing gravel surface which was roughly 15' and then add 5' to allow for vegetation management (which occurs 3-4 times per year). Please include this in the record as we feel that the easement section of the subdivision request should include access so as to not landlock our property but more importantly that of my parents Bart and Terry Mizee.

Regards,
Kurt

After recording return to:
Robert E. Easton
Sherman, Sherman, Johnnie & Hoyt, LLP
693 Chemeketa St NE
Salem, OR 97301

Send tax statements to:
No change

ACCESS EASEMENT

This Easement is executed by Avalon Heights LLC (“Grantor”); and Kurt Mizee, Wendy Stevens, Terry Mizee, and Bart Mizee (together, “Grantees”).

Recitals

WHEREAS Grantor owns fee title to the parcel of land described in Exhibit A (the “Grantor Tract”).

WHEREAS Kurt Mizee and Wendy Stevens own fee title to an adjoining tract of land described as Parcel 1 on Partition Plat No. 2007-34, Recorded in Book 436, Page 438 in the Tillamook County Deed Records on March 13, 2007 (the “Kurt Mizee Tract”), as shown in Exhibit B.

WHEREAS Terry and Bart Mizee own fee title to an adjoining tract of land described as Parcel 2 on Partition Plat No. 2007-34, Recorded in Book 436, Page 438 in the Tillamook County Deed Records on March 13, 2007 (the “Terry and Bart Mizee Tract”), as shown in Exhibit B.

The Kurt Mizee Tract and the Terry and Bart Mizee Tract are collectively “Grantees’ Tracts.”

WHEREAS Both of Grantees’ Tracts will benefit from the easement granted by Grantor, which runs generally along the old roadway that has existed for decades (“Road”), and the Grantees have continuously used. The Road is located partially on the Grantor Tract and on the Kurt Mizee Tract. Grantor desires to grant an exclusive 20-foot wide access easement on its tract to Grantees to access their tracts. Kurt Mizee and Wendy Stevens desire to grant Terry and Bart Mizee an access easement to access their tract. The Grantees will be responsible for the repair and maintenance of the Road and brush maintenance. The parties agree that the Grantees’ obligations to repair and maintain the Road cover the entire Road area and Easement Areas, regardless of which tract it is on.

Grant

Therefore, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantees agree as follows:

The Recitals are incorporated into this agreement.

1. **Grant of Easement: Grantor Tract.** Grantor grants to Grantees, for the benefit of the Grantees' Tracts, a private, perpetual, exclusive easement (the "Easement") over, under, and across the 20-foot wide strip of land on the Grantor Tract parallel to, and abutting, the property boundary line with the Kurt Mizee Tract, and extending 20 feet along the Terry and Bart Mizee Tract property boundary line, as described on page 2 of Exhibit B as the "Easement Area." Grantor shall not have access or use of the Easement Area for any purpose. The Easement will be used solely for the purposes of providing vehicular and pedestrian access to and from the Grantees' Tracts on the Road, plus brush management; the Easement may be used for such ingress and egress purposes only by Grantees, their successors in ownership of the Grantees' Tracts, and the tenants, invitees, agents, and employees of Grantees and such successors (collectively, the "Users"). No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area other than roadway surfaces and improvements. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Tillamook County, Oregon.

2. **Grant of Easement: Kurt Mizee Tract.** Kurt Mizee and Wendy Stevens grant to Terry and Bart Mizee, for the benefit of the Terry and Bart Mizee Tract, a private, perpetual, nonexclusive easement (the "Easement") over and across the Road area situated on the Kurt Mizee Tract. The "Easement Area" includes the "gravel driveway" described in Exhibit C, and also reaches all the way to the Terry and Bart Mizee Tract along the Road. The Easement will be used solely for the purposes of providing vehicular and pedestrian access to and from the Terry and Bart Mizee Tract on the Road; the Easement may be used for such ingress and egress purposes only by Terry and Bart Mizee, their successors in ownership of the Terry and Bart Mizee Tract, and the tenants, invitees, agents, and employees of Terry and Bart Mizee, and such successors (collectively, the "Users"), such use to be in common with use of the Road and Easement Area by the owner of the Kurt Mizee Tract and its tenants, invitees, agents, employees, successors, and assigns. No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area other than roadway surfaces and improvements. Owners of the Kurt Mizee Tract reserve the right to install utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Terry and Bart Mizee's permitted uses of the Easement. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Tillamook County, Oregon.

3. **Nature of Easements.** All Easements granted herein will be appurtenant to, and for the benefit of, the Grantees' Tracts. Any conveyance of fee title to the Grantees' Tracts, or any portion that is a legal lot within the Grantees' Tracts, will include a conveyance of the

Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance.

4. Repair and Maintenance. The cost of repairing and maintaining an Easement Area and the Road shall be shared equally by owners of the Grantees' Tracts, regardless of which tract or easement the repair or maintenance is performed on. Maintenance includes trimming the roadside brush. In the event an Easement Area or Road is damaged as a result of the conduct of any party hereto, or the conduct of the party's authorized agent, employee, invitee, permittee, or guest (collectively, the "Users"), the party to this Agreement that is responsible for the damage (including if that party's User caused the damage) shall be exclusively responsible for the cost of repair and shall make repairs immediately by restoring an Easement Area to the condition which existed prior to the damage.

In the event any party who is responsible for any maintenance or repair of an Easement Area (either shared or wholly responsible, scheduled or because of damage) refuses to participate in the maintenance or repair of an Easement Area (the "Refusing Party") after 30 days' written demand from the other party (the "Demanding Party") for reasonable repairs or maintenance, the Demanding Party may proceed with the work for which demand was made and recover from the Refusing Party the Refusing Party's share, together with 12% interest per annum from the date of repair or maintenance. If the Refusing Party fails to pay the Refusing Party's share, the Demanding Party may lien the Refusing Party's tract, as provided in the below Remedies Section. It will not be considered trespass if any party enters the tract of another party to repair or maintain an Easement Area.

5. No Dedication. Nothing contained herein will be deemed to be a gift or dedication of any portion of an Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

6. Indemnity; Attorney Fees. Grantees will indemnify and hold grantors of easements herein harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by the grantor as a result of any act or omission of the grantee or its agents, contractors, employees, tenants, or invitees related to the use of an Easement Area by any Users. In the event of any litigation or other proceedings brought to enforce or interpret this Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

7. Successors. This Easement will be binding on, and inure to the benefit of, the owners of the Grantor Tract and the Grantees' Tracts and their respective heirs, successors, and assigns.

8. Remedies. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties shall be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any

monetary damage has been sustained. The parties further agree the existence of monetary relief shall not be a bar to a grant of equitable relief.

The Demanding Party shall have the right to lien the tract of the Refusing Party that fails to reimburse Demanding Party as required by the Repair and Maintenance Section. Such lien shall only be effective when filed for record in the office of the recorder of the county in which the tract is located. The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien, or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

9. Amendment. This Agreement may only be amended by written instrument executed by the then current owners of the Grantor Tract and Grantees' Tracts.

10. No Partnership. None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantees' Tracts or Grantor Tract.

11. Consents. Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.

12. Notices. Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee Tracts, as applicable, as shown on the current records of the tax assessor for Tillamook County, Oregon, with respect to the tract in question.

Executed to be effective as of the ____ day of _____, 2021.

AVALON
HEIGHTS LLC:

KURT MIZEE and WENDY STEVENS:

Avalon Heights LLC

Kurt Mizee

Name: _____

Wendy Stevens

Title: _____

TERRY AND BART MIZEE:

Terry Mizee

Bart Mizee

Exhibits:

- A Grantor Tract
- B Grantees' Tracts and Easement Area on Grantor Tract
- C Easement Area on Kurt Mizee Tract (Gravel Driveway)

STATE OF _____)
) ss.
 County of _____)

This instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Avalon Heights LLC.

/s/ _____
 Notary Public for Oregon
 My commission expires: _____

STATE OF _____)
) ss.
 County of _____)

This instrument was acknowledged before me this _____ day of _____, 2021, by Kurt Mizee.

/s/ _____
 Notary Public for Oregon
 My commission expires: _____

CROWN ZELLERBACK

EAST 324.6

EXHIBIT A

Avalon Heights LLC

Grantor Tract

SW 1/4 of SE 1/4

NORTH 440.73

N 25° 47' E 90'

N 12° 32' E 410.6

SOUTH 1320

CROWN ZELLERBACK

N 33° 37' E 199.25

OLD ROAD

N 50° 09' E 115.75

N 36° 33' E 88'

N 4° 37' E 87.66

N 0° 00' E 602.45

EAST 602.45

WEST 717.55

SEC 30 T.1.S. R.10.W.W.M

SEC 31 T.1.S. R.10.W.W.M

1/4 Cor Between Secs 30-31

STATE MARKET ROAD TO NETARTS

TILLAMOOK CO 1/2 INT

MRS. B.C. LAMB 1/2 INT

1/2 INT

1/2 INT

TRACT

SOLD

OUT OF THE SW 1/4 OF SE 1/4 OF SEC 30 T.1.S. R.10.W.W.M

TILLAMOOK ORE

Scale 1"=200'

WCA

SURVEYORS CERTIFICATE
 I, W.E. Anderson County Surveyor of Tillamook Oregon do hereby certify that this map was made from notes taken during an actual survey made by me in August 1949, and that it is a correct map of the property herein shown

EXHIBIT B

PARTITION PLAT NO. 2007-34

SURVEY FOR
JOHAN PAUL MIZEE

OF
THAT TRACT DESCRIBED IN BOOK 436, PAGE 438 TILLAMOOK
COUNTY DEED RECORDS
LOCATED IN

SW 1/4 SE 1/4 SECTION 30, T.1 S., R.10 W., W.M.
TILLAMOOK COUNTY, OREGON
DATE: MARCH 15, 2007 SCALE: 1" = 100'

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF TILLAMOOK

KNOW ALL PEOPLE BY THESE PRESENTS, ON THIS 26 DAY OF March, 2007
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED Bart Mizee Terry Mizee

WHO BEING DULY SWORN, DID SAY THAT HE/SHE WAS THE IDENTICAL PERSON NAMED
ON THE FOREGOING INSTRUMENT, AND THAT SAID INSTRUMENT WAS EXECUTED ON
HIS/HER BEHALF AND HIS/HER SIGNATURE IS AFFIXED TO SAID INSTRUMENT AND IS
OF HIS/HER FREE AND VOLUNTARY ACT OR DEED.

[Signature]
NOTARY'S SIGNATURE
PETER HARRIS
NOTARY'S PRINTED NAME

NOTARY PUBLIC - OREGON STATE COMMISSION NO. 376049D

MY COMMISSION EXPIRES: JANUARY 04, 2008
FULL NAME OF MONTH, 2 DIGIT DATE, AND COMPLETE YEAR

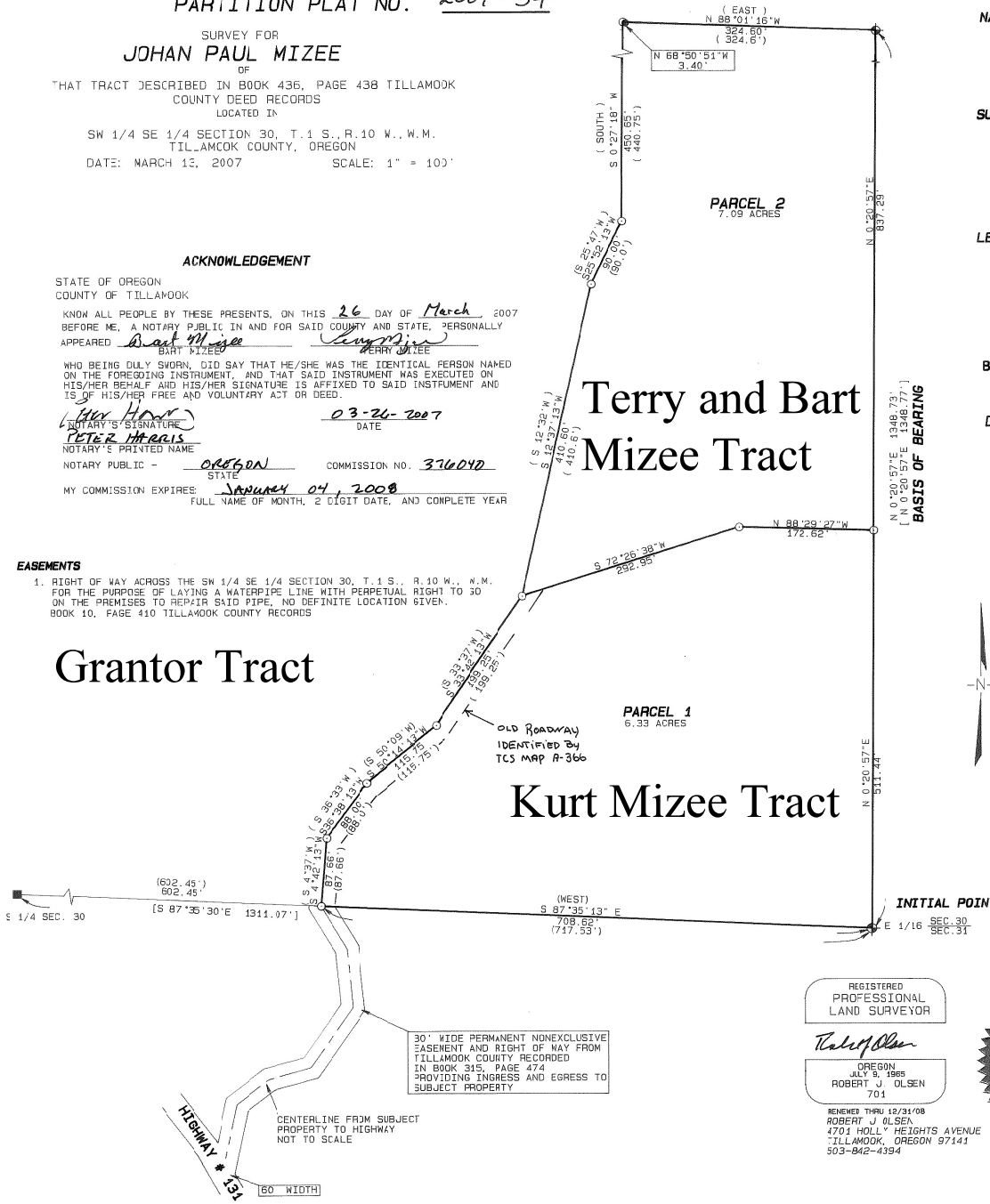
EASEMENTS

1. RIGHT OF WAY ACROSS THE SW 1/4 SE 1/4 SECTION 30, T.1 S., R.10 W., W.M.
FOR THE PURPOSE OF LAYING A WATERPIPE LINE WITH PERPETUAL RIGHT TO GO
ON THE PREMISES TO REPAIR SAID PIPE, NO DEFINITE LOCATION GIVEN.
BOOK 10, PAGE 410 TILLAMOOK COUNTY RECORDS

Grantor Tract

Terry and Bart Mizee Tract

Kurt Mizee Tract



NARRATIVE

THIS SURVEY WAS CONDUCTED AS A DEPENDENT RESURVEY OF THE SUBJECT TRACT FOR THE PURPOSE OF
PARTITIONING SAME INTO TWO PARCELS. I HELD THE RECORD SURVEY B-819 FOR ANGULAR CONTROL.
BASIS OF BEARING AND POSITION OF THE E 1/16 CORNER BETWEEN SECTIONS 30 AND 31 AND THE SE 1/16
OF SECTION 30. I HELD DEED EAST AND OR WEST DISTANCES FROM THE 1/16 CORNERS. THE WEST LINE AS
DESCRIBED BY DEED WAS ADJUSTED TO FIT THE DEED DISTANCES FROM THE 1/16 CORNERS. THE DEED
DISTANCE CALLS FOR THE WESTERN BOUNDARY WERE HELD EXCEPT FOR THE CLOSING COURSE TO THE QUARTER
SECTION LINE.

SURVEYOR'S CERTIFICATE

I, ROBERT J OLSEN, CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS
THE LAND REPRESENTED ON THE ANNEXED PARTITION PLAT, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:
BEGINNINGS AT THE E 1/16 CORNER BETWEEN SECTIONS 30 AND 31, T.1 S., R.10 W., W SAID POINT
BEING A 3" BRASS CAP AND DESIGNATED AS THE INITIAL POINT OF THIS PARTITION: THENCE
N 0°20'57"E, 1348.73' TO THE SE 1/16 CORNER OF SECTION 30 AND BEING A 3" BRASS CAP;
THENCE N 68°01'16" W, 324.60'; THENCE S 0°27'18" W, 450.65'; THENCE S 25°52'13" W, 90.00';
THENCE S 12°37'13" W, 413.60'; THENCE S 33°42'13" W, 199.25'; THENCE S 50°14'13" W, 315.75';
THENCE S 36°38'13" W, 88.00'; THENCE S 4°42'13" W, 87.66' TO THE CENTER OF A GRAVEL ROAD;
THENCE S 87°35'13" E, 703.62' TO THE POINT OF BEGINNING AND THE INITIAL POINT

LEGEND

- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "R J OLSEN LS 701"
- FOUND 1 1/2" TUBING DRIVEN SOLIDLY INTO THE GROUND, TOP 1.2" UP, ORIGIN UNKNOWN
- INDICATES 1/4 CORNER POSITION FROM RECORD SURVEY B-819- DID NOT TIE THIS SURVEY- R/W BIN 329
- ⊕ INDICATES FOUND 3" BRASS CAPS MONUMENTING 1/16 CORNERS, B-819
- () INDICATES RECORD DEED VALUES
- [] INDICATES RECORD MAP B-819
- NO BRACKETS INDICATES MEASURED VALUES

BASIS OF BEARING

THE LINE BETWEEN THE E 1/16 BETWEEN SECTIONS 30 AND 31 AND THE SE 1/16 OF SECTION 30
BEARS N 0°20'57" E THE RECORD VALUE OF MAP B-819

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT JOHAN PAUL MIZEE, TRUSTEE FOR THE
RESTITATED ABRAHAM MIZEE AND DERKUE MARIA MIZEE REVOCABLE LIVING TRUST IS
THE TRUSTEE OF SAID REVOCABLE LIVING TRUST WHICH OWNS THE LAND REPRESENTED
ON THE ANNEXED MAP, AS DESCRIBED IN BOOK 436, PAGE 438, TILLAMOOK COUNTY
RECORDS AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S
CERTIFICATE, AND BART AND TERRY MIZEE CONTRACT BUYERS HAVE CAUSED THE SAME
TO BE SURVEYED AND PARTITIONED INTO 2 PARCELS AS SHOWN ON THE ANNEXED MAP.

[Signature] [Signature]
JOHAN PAUL MIZEE, TRUSTEE BART MIZEE TERRY MIZEE

ACKNOWLEDGEMENT

STATE OF Montana S.S.
COUNTY OF Flathead

KNOW ALL PEOPLE BY THESE PRESENTS, ON THIS 29th DAY OF July, 2007
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED [Signature]
JOHAN PAUL MIZEE, TRUSTEE

WHO BEING DULY SWORN, DID SAY THAT HE WAS THE IDENTICAL PERSON NAMED
ON THE FOREGOING INSTRUMENT, AND THAT SAID INSTRUMENT WAS EXECUTED ON
HIS BEHALF AND HIS SIGNATURE IS AFFIXED TO SAID INSTRUMENT AND IS OF
HIS FREE AND VOLUNTARY ACT OR DEED.

[Signature] [Signature]
NOTARY'S SIGNATURE DATE PRINT NAME
NOTARY PUBLIC STATE COMMISSION NO.

MY COMMISSION EXPIRES: July 01, 2008
FULL NAME OF MONTH, 2 DIGIT DATE, AND COMPLETE YEAR



CERTIFICATE OF COUNTY CLERK

STATE OF OREGON
COUNTY OF TILLAMOOK

I, TASSI O'NEIL, DO HEREBY CERTIFY THAT I AM THE QUALIFIED CLERK OF TILLAMOOK COUNTY, OREGON AND THAT
THIS COPY OF PARTITION PLAT NO. 2007-34 IS THE FULL, COMPLETE, AND TRUE COPY OF THE ORIGINAL PLAT
OF SAME AS RECORDED IN PLAT CABINET D RECORDS OF PARTITION PLAT RECORDS OF TILLAMOOK COUNTY, OREGON
RECORDED SEPTEMBER 20 2007 AT 9:58 O'CLOCK AS INSTRUMENT NO. 2007-008008.

[Signature]
TASSI O'NEIL, COUNTY CLERK

APPROVALS

APPROVED THIS 16th DAY OF JULY, 2007

[Signature]
TILLAMOOK COUNTY SURVEYOR

TAXES HAVE BEEN PAID IN FULL TO JUNE 30, 2008

[Signature]
TILLAMOOK COUNTY TAX COLLECTOR

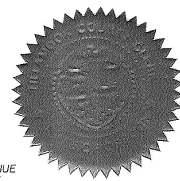
I, ROBERT J OLSEN HEREBY CERTIFY THAT THIS MAP IS A TRUE
AND COMPLETE COPY OF THE ORIGINAL.

[Signature]
ROBERT J OLSEN P.L.S. 701

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 9, 1965
ROBERT J. OLSEN
701

RENEWED THRU 12/31/08
ROBERT J. OLSEN
4701 HOLLY HEIGHTS AVENUE
TILLAMOOK, OREGON 97141
503-842-4394



PARTITION PLAT NO. 2007-34

SURVEY FOR
JOHAN PAUL MIZEE
OF

THAT TRACT DESCRIBED IN BOOK 436, PAGE 438 TILLAMOOK
COUNTY DEED RECORDS
LOCATED IN

SW 1/4 SE 1/4 SECTION 30, T.1 S., R.10 W., W.M.
TILLAMOOK COUNTY, OREGON
DATE: MARCH 13, 2007 SCALE: 1" = 100'

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF TILLAMOOK

KNOW ALL PEOPLE BY THESE PRESENTS, ON THIS 26 DAY OF March, 2007
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED Bart Mizee Terry Mizee
BART MIZEE TERRY MIZEE

WHO BEING DULY SWORN, DID SAY THAT HE/SHE WAS THE IDENTICAL PERSON NAMED
ON THE FOREGOING INSTRUMENT, AND THAT SAID INSTRUMENT WAS EXECUTED ON
HIS/HER BEHALF AND HIS/HER SIGNATURE IS AFFIXED TO SAID INSTRUMENT AND
IS OF HIS/HER FREE AND VOLUNTARY ACT OR DEED.

Peter Harris
NOTARY'S SIGNATURE
PETER HARRIS
NOTARY'S PRINTED NAME

03-26-2007
DATE

NOTARY PUBLIC - OREGON STATE COMMISSION NO. 376040

MY COMMISSION EXPIRES: JANUARY 04, 2008
FULL NAME OF MONTH, 2 DIGIT DATE, AND COMPLETE YEAR

EASEMENTS

- RIGHT OF WAY ACROSS THE SW 1/4 SE 1/4 SECTION 30, T.1 S., R.10 W., W.M.
FOR THE PURPOSE OF LAYING A WATERPIPE LINE WITH PERPETUAL RIGHT TO GO
ON THE PREMISES TO REPAIR SAID PIPE, NO DEFINITE LOCATION GIVEN.
BOOK 10, PAGE 410 TILLAMOOK COUNTY RECORDS

20-foot hatched Easement Area

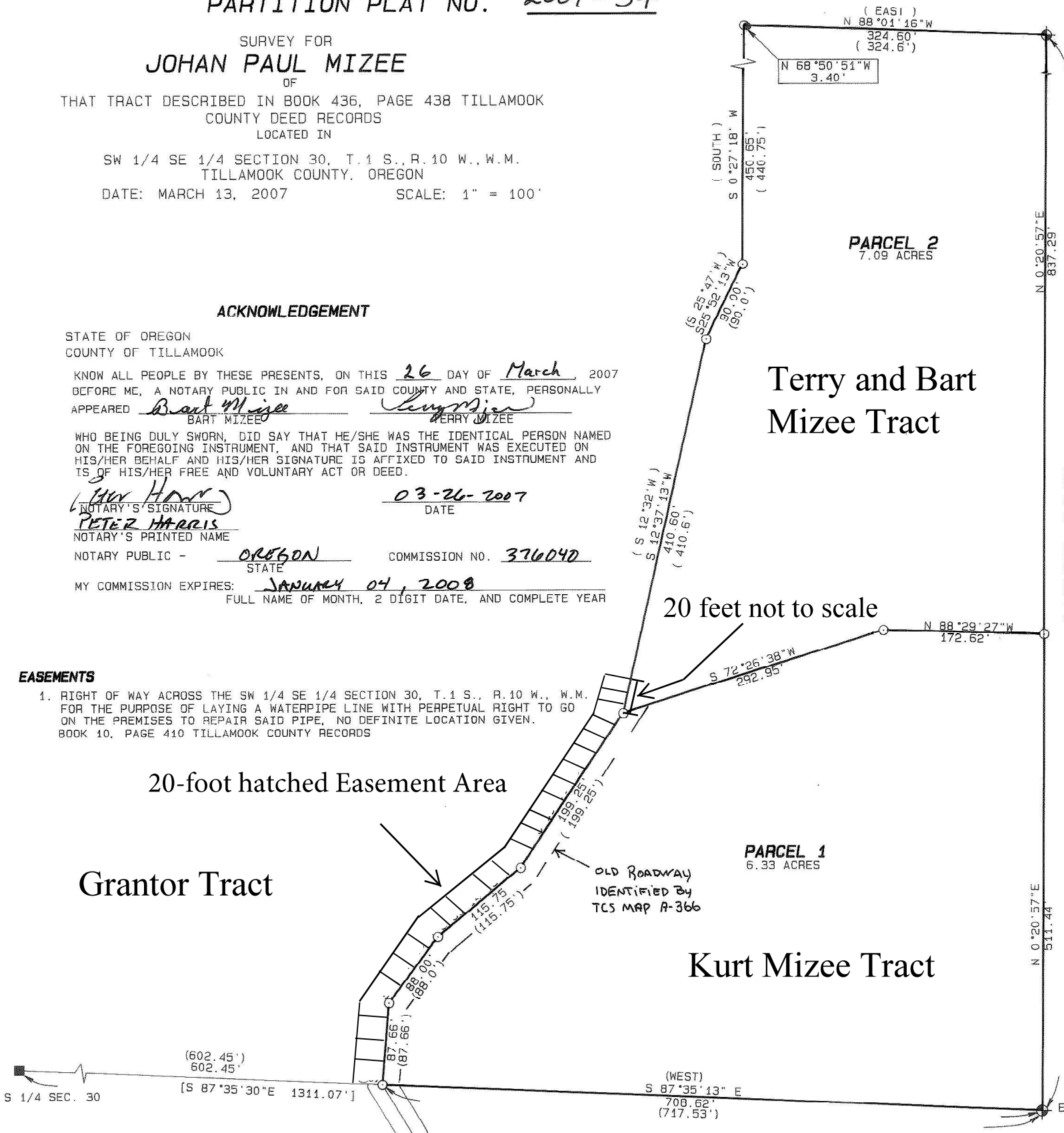
Grantor Tract

PARCEL 1
6.33 ACRES

Kurt Mizee Tract

Terry and Bart
Mizee Tract

PARCEL 2
7.09 ACRES



hatched Easement Area not to scale

EXHIBIT C

BASIS OF BEARING

THE LINE BETWEEN FOUND MONUMENTS (201) AND (202) BEARS SOUTH 39°04'36" WEST, THE RECORD BEARING PER MAP P-880, TILLAMOOK COUNTY SURVEY RECORDS.

NOTES

THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE SUBJECT PROPERTY. THE PURPOSE OF THIS MAP IS TO SHOW THE LOCATION OF THE EXISTING GRAVEL ROAD WITH RESPECT TO THE WEST BOUNDARY OF THE SUBJECT PROPERTY. THE WEST BOUNDARY OF THE SUBJECT PROPERTY WAS LAID OUT AT RECORD VALUES FROM MONUMENT (201) PER MAP P 880.

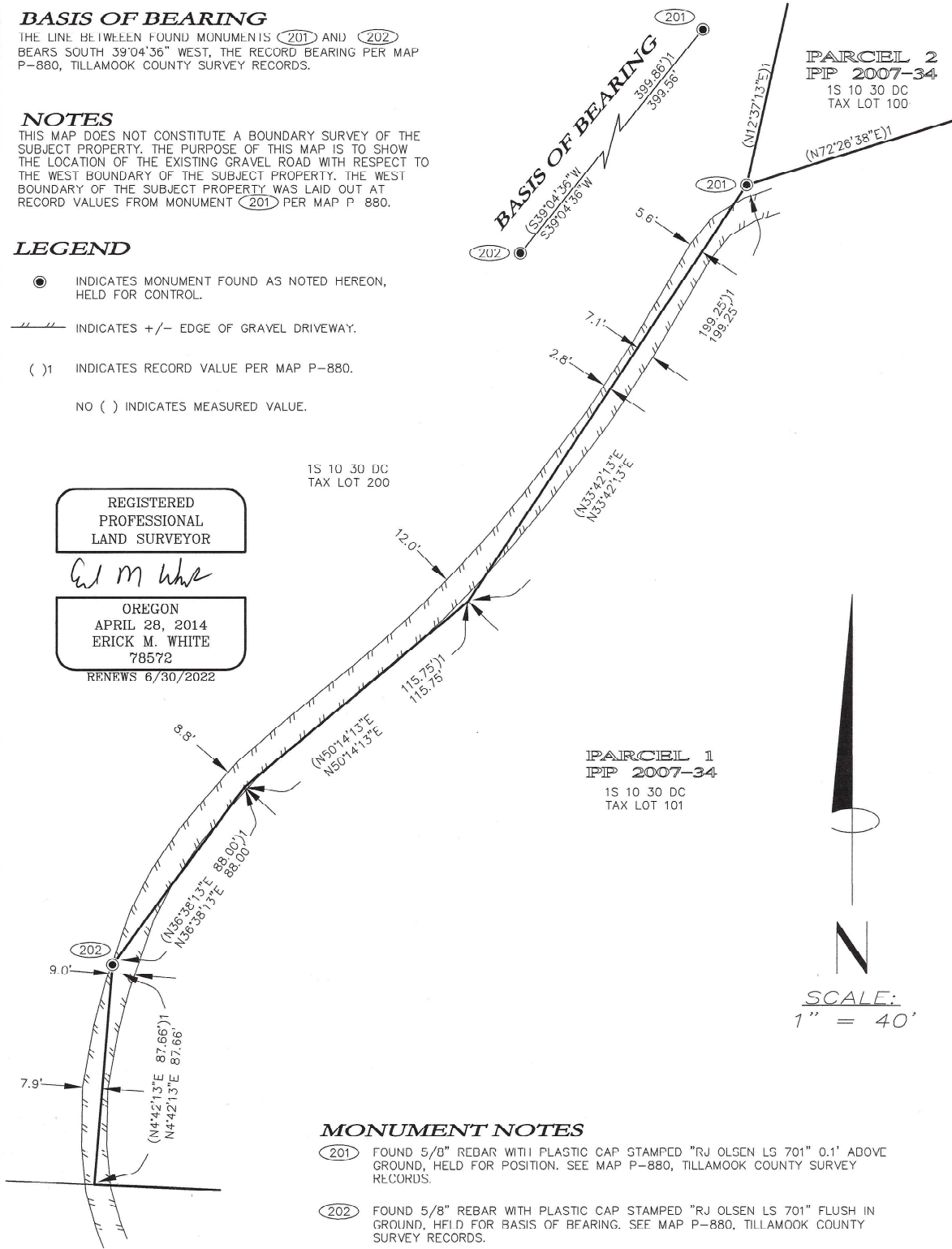
LEGEND

- INDICATES MONUMENT FOUND AS NOTED HEREON, HELD FOR CONTROL.
- INDICATES +/- EDGE OF GRAVEL DRIVEWAY.
- () 1 INDICATES RECORD VALUE PER MAP P-880.
- NO () INDICATES MEASURED VALUE.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Erick M. White

OREGON
APRIL 28, 2014
ERICK M. WHITE
78572
RENEWS 6/30/2022



PARCEL 2
PP 2007-34
1S 10 30 DC
TAX LOT 100

PARCEL 1
PP 2007-34
1S 10 30 DC
TAX LOT 101



SCALE:
1" = 40'

MONUMENT NOTES

- (201) FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "RJ OLSEN LS 701" 0.1' ABOVE GROUND, HELD FOR POSITION. SEE MAP P-880, TILLAMOOK COUNTY SURVEY RECORDS.
- (202) FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "RJ OLSEN LS 701" FLUSH IN GROUND, HELD FOR BASIS OF BEARING. SEE MAP P-880, TILLAMOOK COUNTY SURVEY RECORDS.

ONION PEAK DESIGN
11460 EVERGREEN WAY
NEHALEM, OR 97131
(503) 440-4403

DRIVEWAY LOCATION FOR:
KURT MIZEE
PARCEL 1,
PP 2007-34
1S 10 30 DC TAX LOT 101
SW 1/4, SE 1/4, SECTION 30 T1S, R10W, W.M.
TILLAMOOK COUNTY
AUGUST 24, 2021

"MIZEE" #A2021
MIZEE2108-FX.DWG

Melissa Jenck

From: Kurt Mizee <robodairy@gmail.com>
Sent: Thursday, October 21, 2021 9:09 PM
To: Melissa Jenck
Subject: EXTERNAL: Minor partition determination
Attachments: Doc Oct 21, 2021, 2107.pdf

[NOTICE: This message originated outside of Tillamook County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Please include this with the easement and exhibits for the record

Sent from my iPhone

Tillamook County



Land of Cheese, Trees and Ocean Breeze

DEPARTMENT OF COMMUNITY DEVELOPMENT
BUILDING, PLANNING & ON-SITE SANITATION SECTIONS

201 Laurel Avenue
Tillamook, Oregon 97141

Building (503) 842-3407
Planning (503) 842-3408
On-Site Sanitation (503) 842-3409
FAX (503) 842-1819
Toll Free 1 (800) 488-8280

October 19, 2006

Kurt Mizze
P.O. Box 198
Netarts, Oregon 97143

RE: Minor Partitioning, 1S10 30DC -0100

Dear Mr. Mizze:

Thank you for bringing this matter to my attention. I remember the earlier discussion and determination made by department staff with my concurrence when we met with Ms. Krueger this past summer. That determination was that the property, based upon the acquired easement constituted legal access to the subject property for a minor partition to serve the two lots proposed. This letter should clarify and memorialize the earlier determination.

I've attached the tax assessor map and the easement, of record in Book 315, Page 474 of the Deed and Mortgage Records of Tillamook County as information in support of the determination made.

Should you have any questions or require further clarification please contact Bill Holmstrom or myself at 842-3408.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Campbell", written over a horizontal line.

Bill Campbell, Director
Department of Community Development

Attachments

Cc: Bill Holmstrom
Bob Olsen, Surveyor
File - 1S10 30DC-0100

AN EQUAL OPPORTUNITY EMPLOYER

Melissa Jenck

From: Oceanside NA <oceansidefriends@gmail.com>
Sent: Friday, October 22, 2021 11:07 AM
To: Melissa Jenck
Cc: Sarah Absher
Subject: Re: ONA Board Comment re: Hughes/Avalon Heights LLC Application for Partitioj

Melissa -

FYI. I will listen in on the hearing this afternoon, but I do not plan to testify. For what it's worth, it appears from the supplemental materials that the developer made a serious, good faith effort to address the gaps in the previous geotech and transportation reports. If anyone asks about ONA's position, you can consider that my public comment.

Jerry Keene

On Jun 7, 2021, at 1:47 PM, Melissa Jenck <mjenck@co.tillamook.or.us> wrote:

Thank you, Jerry. Staff will include these comments on the record. They will be provided to the Planning Commission members at the start of the June 10th hearing.

Sincerely,



Melissa Jenck (she/her) | CFM, Land Use Planner II
TILLAMOOK COUNTY | Community Development
1510-B Third Street
Tillamook, OR 97141
Phone (503) 842-3408 x3301
mjenck@co.tillamook.or.us

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The Department is excited to announce that we are OPEN to the public by appointment. To review the list of services provided and to schedule an appointment with us, please visit <https://www.co.tillamook.or.us/gov/ComDev/> to access the appointment scheduler portal.

From: Jerry Keene <oceansidefriends@gmail.com>
Sent: Monday, June 7, 2021 10:25 AM
To: Sarah Absher <sabsher@co.tillamook.or.us>
Cc: Melissa Jenck <mjenck@co.tillamook.or.us>
Subject: Re: ONA Board Comment re: Hughes/Avalon Heights LLC Application for Partitioj

Sarah and Melissa -

I have attached supplemental public comment regarding the Hughes/Second Addition to Avalon Heights, LLC, matter currently before the Planning Commission.

Thank you,

Jerry Keene
ONA President

On Tue, Jun 1, 2021 at 5:16 AM Sarah Absher <sabsher@co.tillamook.or.us> wrote:

Thank You Jerry.

Sincerely,
Sarah

From: Jerry Keene <oceansidefriends@gmail.com>
Sent: Monday, May 31, 2021 2:17 PM
To: Sarah Absher <sabsher@co.tillamook.or.us>; Melissa Jenck <mjenck@co.tillamook.or.us>
Subject: EXTERNAL: ONA Board Comment re: Hughes/Avalon Heights LLC Application for Partitioj

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Sarah and Melissa -

I have attached a letter for the record from the ONA Board for inclusion in the staff report in this matter. Please let me know if you have any questions or concerns with it.

Thanks!

Jerry Keene
ONA President