

Sheet 1 of 2

PARTITION PLAT NUMBER P2025-011

A partition of a portion of Parcel 1 of Partition Plat P2009-001
Situated in the Northeast quarter of Section 9, Township 9 South, Range 40 East of the Willamette Meridian,
Baker County, Oregon

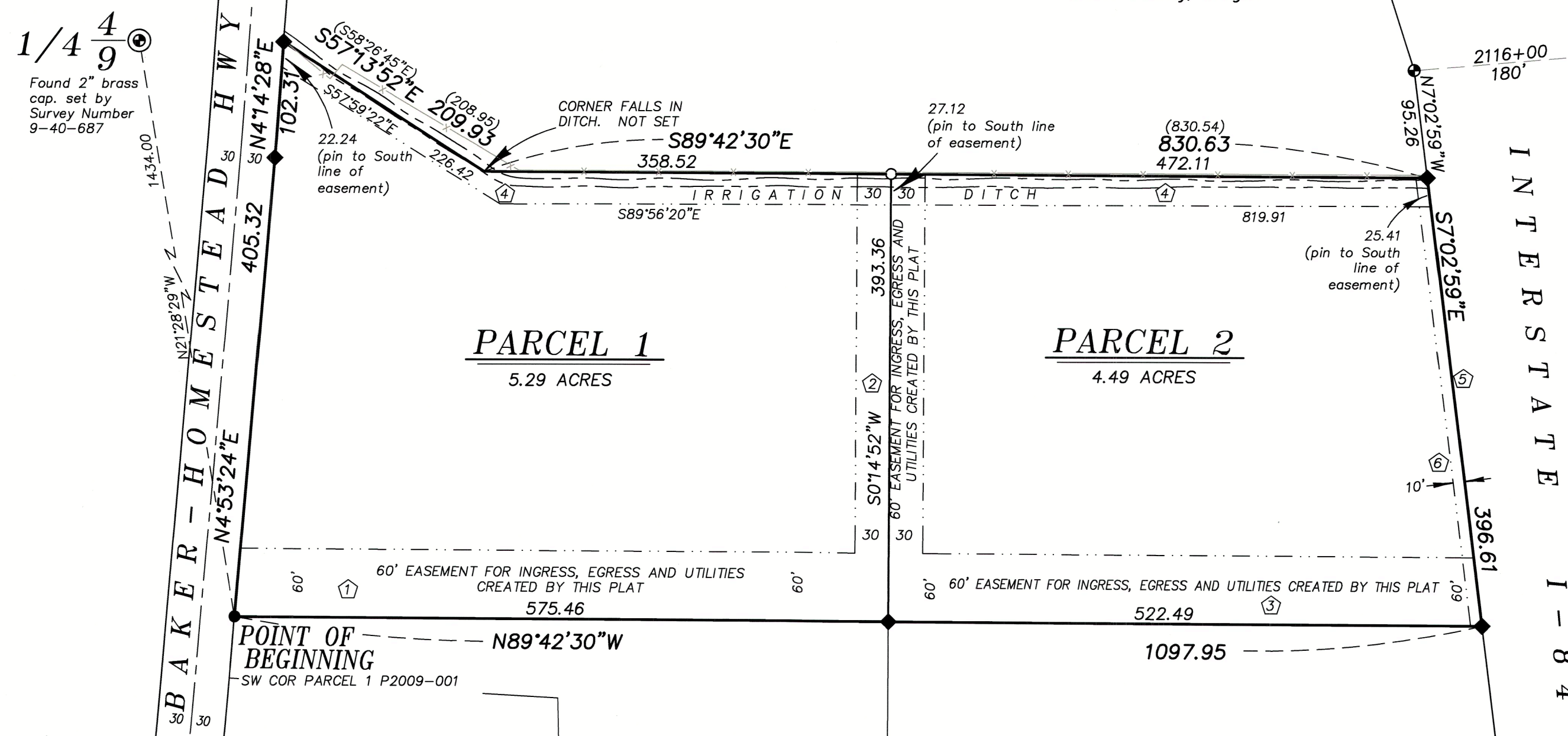
BASIS OF BEARING

Geodetic North at the Section corner common to
Sections 8, 9, 16 and 17, Township 9 South, Range
40 East of the Willamette Meridian, as determined
by GPS observation

SCALE: 1"=100'

LEGEND

- ⑥ Found 2" brass cap, set by Survey Number 9-40-687
- Found 5/8" iron pin with plastic cap marked HANLEY ENGR. PLS 1817, set by Partition Plat Number P2009-001
- ◆ Found 5/8" iron pin with plastic cap marked BGB SURVEY MARKER, set by Survey Number 9-40-865
- Found 5/8" iron pin with 1 1/2" aluminum cap, set by Oregon Department of Transportation
- Set 5/8" x 30" iron pin with plastic cap marked BGB SURVEY MARKER
- Centerline
- Easement line
- Fence line
- () Record measurement as per Partition Plat Number P2009-001



REFERENCE MATERIAL

Survey Number 09-40-32
Survey Number 09-40-322
Survey Number 09-40-687
Survey Number 09-40-727
Survey Number 09-40-830
Survey Number 09-40-865
Partition Plat P2007-018
Partition Plat P2009-001
ODOT strip map 5B-14-21
ODOT strip map 9B-3-22

DEED REFERENCES
71 26 022
24 27 0045
24 27 0052

SORT Report No. 640240AM,
dated August 19, 2024, prepared
by AmeriTitle Inc.

NARRATIVE

This partition was done at the request of Aaron Densley, on behalf Lillian Densley, owner of the land within. Mr. Densley wanted to divide the property as shown. Extentors of the property were monumented earlier this year by Survey Number 9-40-865 where some lines were adjusted along the South line. Adjustment perfected by Deeds 24 27 045 and 24 27 052. I find no unusual conditions with this partition.

SURVEYOR'S EXACT COPY STATEMENT

I, Jeffrey S. Hsu, registered Oregon Surveyor No. 83571, do hereby certify that I am the Surveyor who prepared the Partition as shown and that the annexed tracing is an exact copy of said Partition as the same is on file in the Plat Records of BAKER COUNTY, and said exact copy is submitted as per O.R.S. 92.120.

Jeffrey S. Hsu, OPLS 83571

NOTES AND EASEMENTS

EASEMENTS CREATED BY THIS PLAT

- ① 60 feet wide easement, over the South 60 feet of Parcel 1, for ingress, egress and utilities, for benefit of Parcel 2, and adjacent landowners to the North and South of this Partition.
- ② 60 feet wide easement, over the East 30 feet of Parcel 1 and the West 30 feet of Parcel 2, for benefit of Parcels 1 and 2, and adjacent landowner to the North of this Partition
- ③ 60 feet wide easement, for ingress, egress, and utilities, over the South 60 feet of Parcel 2, for benefit of adjacent landowner to the South of this Partition.

See Easement Maintenance Agreement for all terms for maintenance of any roads now existing, or hereafter established, within the above-described Easements (herein "roads" or "roadways"), including without limit, all obligations imposed on the landowner's using said Easements created by this Plat with roadways, herein "Owner", for maintenance, repairs, replacement, snow removal, grading, or paving of said roadways. "Owner" means the ownership of a parcel that is subject to the terms of this instrument, however the parcel may be titled, such as, but not limited to, by an individual, multiple individuals, trustee of a trust, limited liability company, corporation, partnership, or any other such legal entity. This instrument shall control as to all matters regarding costs of normal and customary repairs and maintenance, or Improvements, and expressly supercedes any other applicable rule or statute, including without limit, Oregon Revised Statute 105.170 to 105.185, as amended. This instrument is not intended and will not be construed to create any third party beneficiary rights in any person or entity who is not an Owner.

EASEMENTS OF RECORD

- ④ Irrigation Ditch easement, created by Partition Plat P2007-018. Declaration states 20 each side of irrigation ditch. Ditch falls within 20 feet of the North line of the property. I offset the South line 20 feet to place the Southern extents of this easement.
- ⑤ Limited access provisions limiting access from Interstate I-84, by Instrument No. 71 26 022
- ⑥ Easement for right to construct, operate and maintain a drainage facility, 10 feet in width, created by Instrument No. 71 26 022, over the East 10 feet

EASEMENT MAINTENANCE AGREEMENT

1. Each Owner shall be fully responsible, and solely pay, for all costs of regular maintenance and repair that any Owner desires to undertake individually, or through any agent or contractor, provided that all such work shall be conducted and completed in a good and workman-like manner, and shall not impair the usual and customary uses of any other users of the roadways, nor impair or lessen the condition of any roadways now existing or hereafter established in the Easements. Each Owner shall be fully responsible and solely pay for all costs of repairs of any roadway that is damaged or impaired solely by that Owner, or by any third party using the roadway as a guest, invitee, contractor, or which is otherwise attributable to any use being made solely at the request or for the benefit of that Owner. Nothing contained herein shall be construed as authorizing any Owner to create a debt or obligation of any other Owner, or act as an agent for any other Owner, with respect to any repairs or maintenance, whether considered ordinary and regular, or improvements, undertaken by any Owner.

2. Any extraordinary costs to enhance or upgrade any portion of any roadway, beyond regular and customary maintenance, shall also be the sole obligation of that Owner who undertook the improvements. Nothing contained herein shall be construed as authorizing any Owner to create a debt or obligation of any other Owner, or act as an agent for any other Owner, in undertaking any repairs, maintenance or improvements for any roadway. Further, each Owner shall promptly pay any contractor, or other third party, engaged by that Owner, and shall not permit any lien or encumbrance of any kind to be filed upon or against any parcel subject to the terms of this maintenance agreement.

3. This maintenance agreement is appurtenant to each parcel of real property created by this Plat. Further, in the event any such parcel of real property above-described is divided by partition, or other such division process, that results in separate parcels or tax lots that have access to the Easements and the roadways, such additional parcels shall be subject to the terms of this maintenance agreement.

4. This instrument may be modified or amended only upon unanimous approval of all Owners of the real property above-described benefitted by the Easements.

5. In the event of any litigation arising under this instrument, the prevailing Owner(s) therein shall recover from the losing Owner(s), the prevailing Owner's reasonable attorney fees at trial or upon appeal, as adjudged by the trial or appellate court, together with court costs as provided by law.

6. In the event of any breach of any of the provisions of this Instrument, the aggrieved or injured Owner(s) shall have all rights and remedies provided by law or in equity, including without limit, immediate issuance of a temporary restraining order or preliminary injunction enforcing this instrument, and to judgment for damages caused by any breach.

7. This instrument shall remain in full force and effect until such time, if at all, that the Easements become dedicated public streets and subject to maintenance by the City of Baker City, Oregon.

All provision contained in this Instrument shall bind and inure to the benefit of and be enforceable by the Owner(s) of any portion or parcel of the above-described real property. Failure by any Owner(s) to enforce any conditions or terms imposed hereby, shall in no event, be deemed a waiver of the right to do so thereafter.

FILED Sept 30, 2025
BAKER COUNTY SURVEYOR
SURVEY NO. 9-40-900

Sheet 1 of 2

PARTITION PLAT NUMBER P2025-011

A partition of a portion of Parcel 1 of Partition Plat P2009-001
Situating in the Northeast quarter of Section 9, Township 9 South, Range 40 East of the Willamette Meridian,
Baker County, Oregon

SURVEYOR'S CERTIFICATE

I, Jeffrey S. Hsu, Registered Professional Land Surveyor, hereby certify that I have surveyed and platted the land within this partition, being a portion of Parcel 1 of Partition Plat P2009-001, situated in the Northeast quarter of Section 9, Township 9 South, Range 40 East of the Willamette Meridian, Baker County, Oregon, being more particularly described as follows,

Beginning at the Southwest corner of Parcel 1 of Partition Plat P2009-001, said point which falls on the East right-of-way line of the Baker-Homestead Highway,

Thence: North 4°53'24" East, along the East right-of-way line of Baker-Homestead Highway, a distance of 405.32 feet, to an angle point in said East right-of-way line,

Thence: North 4°14'28" East, along said East right-of-way line, a distance of 102.31 feet,

Thence: South 57°13'52" East, a distance of 209.93 feet, to a line parallel with and 938.40 ft. South of the North line of the Northeast quarter of said Section 9,

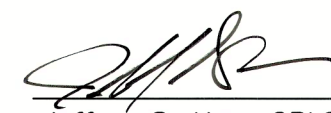
Thence: South 89°42'30" East, along said line, a distance of 830.63 feet, to the West right-of-way line of Interstate I-84,

Thence: South 7°02'59" East, along said West right-of-way line, a distance of 396.61 feet,

Thence: North 89°42'30" West, a distance of 1097.95 feet, to the Point of Beginning.

Containing 9.78 acres.

I further certify that I made this plat by order of and under the direction of the owner thereof, and all parcel corners are surveyed and monumented in accordance with O.R.S. 92.050 and 92.060.



Jeffrey S. Hsu, OPLS 83571
Baggett, Griffith and Blackman
2006 Adams Avenue
LaGrande, OR 97850

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JUNE 2, 2010
JEFFREY S. HSU
83571

Renewal Date: June 30, 2027

SURVEYOR'S EXACT COPY STATEMENT

I, Jeffrey S. Hsu, registered Oregon Surveyor No. 83571, do hereby certify that I am the Surveyor who prepared the Partition as shown and that the annexed tracing is an exact copy of said Partition as the same is on file in the Plat Records of BAKER COUNTY, and said exact copy is submitted as per O.R.S. 92.120.



Jeffrey S. Hsu, OPLS 83571

DECLARATION

Know all people by these presents that LILLIAN C. DENSLEY, Surviving Trustee of the DOYLE G. AND LILLIAN C. DENSLEY FAMILY TRUST DATED MAY 15, 1996, is the owner of the land within this Partition, said land being more particularly described in the accompanying Surveyor's Certificate, and has caused the same to be surveyed and platted as shown on the annexed plat, and does hereby create the 60 feet wide easement over the South 60 feet of Parcel 1 for benefit of Parcel 2, and adjoining landowners to the North and South of this partition, the 30 feet wide easement over the East 30 feet of Parcel 1 for benefit of Parcel 2 and landowners to the North of this partition, the 30 feet wide easement over the West 30 feet of Parcel 2 for benefit of Parcel 1 and landowners to the North of this partition, and the 60 feet wide easement over the South 60 feet of Parcel 2, for benefit of all landowners to the South of this partition, including terms and conditions of the maintenance agreement as stated, all in accordance with the provisions of O.R.S. Chapter 92.


LILLIAN C. DENSLEY, TRUSTEE
DOYLE G. AND LILLIAN C. DENSLEY FAMILY TRUST
DATED MAY 15, 1996

ACKNOWLEDGMENT

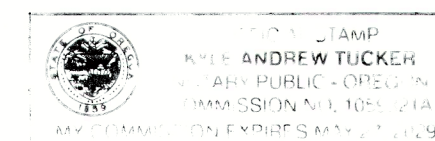
State of Oregon

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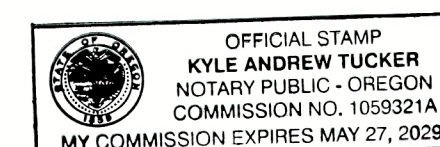
County of Baker

Know all people by these presents, on this 17th day of September, 2025, before me a Notary Public in and for said County and State, personally appeared LILLIAN C. DENSLEY, who is known to me to be the identical person named in the foregoing instrument, and who duly sworn, did say that she executed the same freely and voluntarily.


Notary Public for
the State of Oregon



Notarial seal

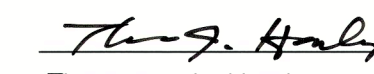
APPROVALSBAKER COUNTY PLANNING

Approved this 17th day of September, 2025.


Baker County Planning Director

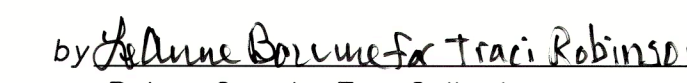
BAKER COUNTY SURVEYOR

Approved this 17th day of Sept., 2025.


Thomas J. Hanley
Baker County Surveyor

BAKER COUNTY TAX COLLECTOR

I hereby certify that pursuant to O.R.S. 92.095, all ad valorem taxes and all special assessments, fees and other charges required by law to be placed upon the 2025-2026 tax roll which became a lien on the land within this partition, or will become a lien during the tax year but not certified to the tax collector for collection have been paid.

by  Anne Marie Robinson Date: Sept, 17 2025
Baker County Tax Collector

FILING STATEMENTBAKER COUNTY CLERK

State of Oregon
County of Baker SS

I do hereby certify that the attached partition plat was received for record on the 17th day of September, 2025, at 3:45 o'clock P M, and recorded in Baker County Records.

FILED September 30, 2025
BAKER COUNTY SURVEYOR
SURVEY NO. 9-40-900

Stefanie Kirby
Baker County Clerk by  Stefanie Kirby - Deputy