

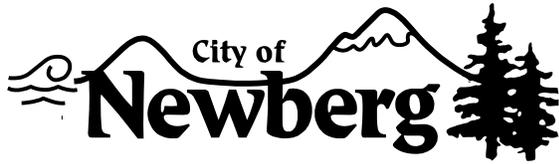


**NEWBERG HISTORIC PRESERVATION COMMISSION
MEETING AGENDA
Tuesday, July 21, 2015
NEWBERG PUBLIC SAFETY BUILDING
401 EAST THIRD STREET**

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF JUNE 16, 2015 MEETING MINUTES**
- IV. QUASI-JUDICIAL PUBLIC HEARINGS** (complete registration form to give testimony - 5 minute maximum per person except for principals, unless otherwise set by majority motion of the Commission). No new public hearings after 10 p.m. except by majority vote of the Commissioners.
 - 1. APPLICANT: Providence Newberg Medical Center**
REQUEST: Historic review to create a historic monument and construct a new parking lot
LOCATION: 1001 Providence Drive
TAX LOT: 3216-1902
FILE NO.: HISD3-15-002 ORDER NO.: 2015-001
CRITERIA: Newberg Development Code Section 15.344.030
 - 2. APPLICANT: Molly Olson (represented by Therese DuBravac, Neil Kelly Co.)**
REQUEST: Historic review for addition to a historic house
LOCATION: 516 S. College Street
TAX LOT: 3219AD-9301
FILE NO.: HISD3-15-001 ORDER NO.: 2015-002
CRITERIA: Newberg Development Code Section 15.344.030
- V. OTHER BUSINESS**
- VI. NEXT MEETING: August 18 or September 15**
- VII. ADJOURNMENT**

FOR QUESTIONS, PLEASE STOP BY, OR CALL 503-537-1240, COMMUNITY DEVELOPMENT DEPT. – P.O. BOX 970 – 414 E. FIRST ST.

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: *In order to accommodate persons with physical impairments, please notify the City Recorder's Office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 business hours prior to the meeting. To request these arrangements, please contact the City Recorder at (503) 537-1283. For TTY services please dial 711.*



**NEWBERG HISTORIC
PRESERVATION COMMISSION
MEETING MINUTES
Tuesday, June 16, 2015
7:00 p.m., Newberg City Hall
Permit Center Conference Room
414 E. First Street, Newberg, OR**

- I. Open Meeting** – 7:00 p.m.
- II. Roll Call** - Commissioner attendees included Chairman Rick Fieldhouse, Vice-Chairman Chuck Zickefoose, Barbara Doyle, Ryan Howard, Geary Linhart, and Isamar Ramirez.
- Staff present: Associate Planner Steve Olson; Community Development Director Doug Rux
- III. Approval of May 11, 2015 meeting minutes** – Commissioner Doyle moved to approve the minutes, and Commissioner Zickefoose seconded the motion. The commissioners approved the motion unanimously.
- IV. Discussion: Grant scope of work** – The commissioners discussed the revised scope of work for the grant. They agreed that the revised study area map was appropriate, and that the revised budget, which shifted funds from the RLS work to the ILS and Education work, was the right approach. Commissioner Zickefoose moved to approve the revised study area map and budget, and Commissioner Linhart seconded the motion. The commissioners approved the motion unanimously.
- V. Training:** Staff presented a short training on how to conduct a quasi-judicial hearing.
- VI. Other Business** – None.
- VII. Adjourn** – 8:10 p.m.

Approved by the Newberg Historic Preservation Commission this 21st day of July, 2015.

AYES:

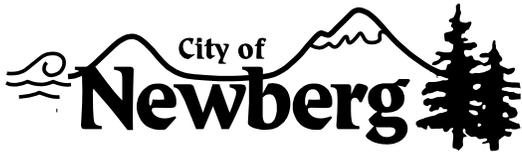
NO:

ABSENT:

ABSTAIN:

**Steve Olson
Minutes Recorder**

**Rick Fieldhouse,
Historic Preservation Commission Chair**



Community Development Department

P.O. Box 970 ▪ 414 E First Street ▪ Newberg, Oregon 97132
503-537-1240 ▪ Fax 503-537-1272 ▪ www.newbergoregon.gov

HISTORIC PRESERVATION COMMISSION STAFF REPORT PROVIDENCE GRASSY KNOLL MONUMENT/WEST PARKING LOT HISTORIC REVIEW

HEARING DATE: July 21, 2015

FILE NO: HISD3-15-002

REQUEST: Historic review to create a historic monument at the grassy knoll and construct a new parking lot.

LOCATION: 1001 Providence Drive

TAX LOT: 3216-1902

APPLICANT: Providence Newberg Medical Center (Jeff West, representative)

OWNER: Providence Health and Services

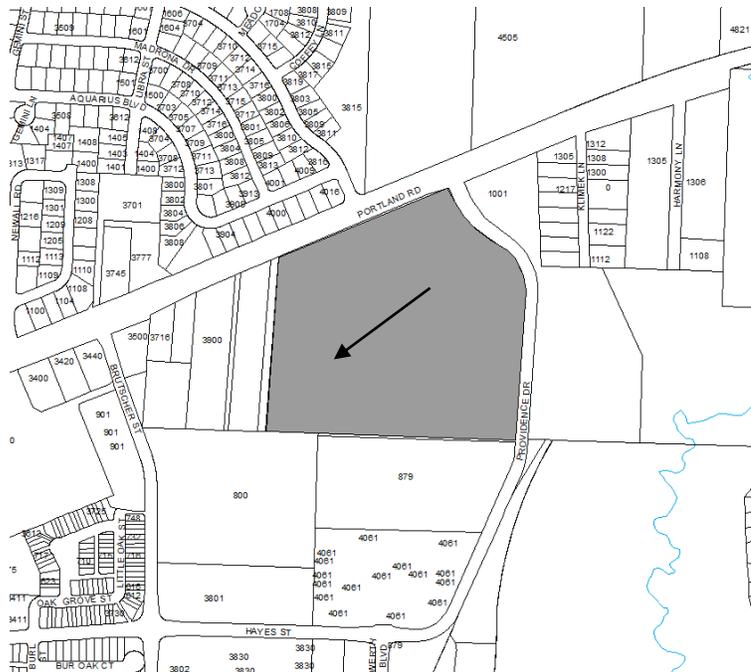
ZONE: Institutional

OVERLAYS: Historic Landmark overlay on western part of site

ATTACHMENTS:

Order 2015-001 with

- Exhibit "A": Findings
- Exhibit "B": Conditions
- 1. Aerial Photo
- 2. Site Plan
- 3. Existing plaque
- 4. Comments
- 5. Historic Inventory survey
- 6. Application



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A. DESCRIPTION OF APPLICATION:

The applicant, Providence Newberg Medical Center (PNMC), has requested a historic review to create a historic monument on the site's grassy knoll, and construct an employee parking lot north of the knoll. The grassy knoll was the location of Sebastian Brutscher's house/post office. He was Newberg's first postmaster, and gave the town its name. The monument will consist of a small lawn area on the knoll with an outline in pavers of the original building location. There will be a path to the monument, and it will serve as a quiet respite area and potentially an open air classroom. The applicant will apply separately for design review approval of the parking lot (the design review will cover criteria such as setbacks, landscaping, parking stall and aisle dimensions, stormwater detention, and lighting).

B. SITE INFORMATION:

1. Location: 1001 Providence Drive
2. Size: 40.98 acres
3. Topography: Generally flat, with a raised grassy knoll and a slight slope to the east.
4. Current Land Uses: Providence Newberg hospital and medical office building. The western part of the site is a grass field, with a temporary gravel parking lot.
5. Natural Features: There are several large trees surrounding the grassy knoll, which will remain.
6. Adjacent Land Uses:
 - a. North: Hwy 99W, with residential and future commercial
 - b. East: Institutional property.
 - c. South: M-1 zone (Argyle Winery) and R-P zone (potential medical offices).
 - d. West: C-2 zone (Ford dealer)
7. Access and Transportation: The site is adjacent to Highway 99W and Providence Drive. The site has a full driveway access on Providence Drive, and a second driveway primarily for emergency access on Highway 99W. No changes are proposed to the streets or driveways.
8. Utilities: No changes are proposed to the existing utility services.

C. PROCESS:

The historic review request is a Type III application and follows the procedures in Newberg Development Code 15.100.050. The Historic Preservation Commission will hold a quasi-judicial hearing on the application. The Commission is to make a decision on the application

based on the criteria listed in the attached findings. The Historic Preservation Commission's decision is final unless appealed. Important dates related to this application are as follows:

1. 6/30/15: The Community Development Director deemed the application complete.
2. 6/26/15: The applicant mailed notice to the property owners within 500 feet of the site.
3. 6/29/15: The applicant posted notice on the site.
4. 7/1/15: The *Newberg Graphic* published notice of the Historic Preservation Commission hearing.
5. 7/21/15: The Historic Preservation Commission will hold a quasi-judicial hearing to consider the application.

D. AGENCY COMMENTS:

The application was routed to several public agencies for review and comment. Comments and recommendations from city departments have been incorporated into the findings and conditions. As of the writing of this report, the city received the following agency comments:

SHPO (excerpt – the full letter is in Attachment 4):

RE: SHPO Case No. 15-1070

City of Newberg, Providence Newberg Medical Center Grassy Knoll and Paved Parking Lot Project
Develop respite area and parking lot
1001 Providence Drive, Newberg, Yamhill County

Dear:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains.

In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA).

E. PUBLIC COMMENTS:

As of the writing of this report, the city has not received any written public comments.

F. ANALYSIS:

1. Addressing the historic nature of the site

The applicant, Providence Newberg Medical Center (PNMC), has requested a historic review to create a historic monument on the site's grassy knoll, and construct an employee parking lot north of the knoll. The grassy knoll was the location of Sebastian Brutscher's house/post office. He was Newberg's first postmaster, and gave the town its name. The monument will consist of a small lawn area on the knoll with an outline in pavers of the original building location. There will be a path to the monument, and it will serve as a quiet respite area and potentially an open air classroom. The employee parking lot is a standard paved parking lot with landscaping and lighting.

The western part of the hospital site has a city historic landmark designation on it. The previous owner (prior to Providence) applied to remove the historic designation from the site, but the City Council affirmed back in 2001 that the site has a historic designation. The original buildings associated with Sebastian Brutscher were long gone at that point, and the Council deemed the existing farm buildings (in 2001) not worthy of preservation. The owner removed the buildings. So, the site is historic but there are no historic buildings to preserve.

When the PNMC design review was approved in 2003 one of the conditions of approval was that Providence needed to develop a plan addressing the historic designation of the site:

11. **Historic Designation:** The applicant has not indicated how the historic designation of the site will be addressed. A detailed plan must be submitted for review and approval by the City Planner.

Providence proposed adding a historic plaque in the hospital hallway, and leaving the grassy knoll as a simple park-like setting with benches. The plaque was approved by the city Planning Director and installed. The grassy knoll has been left unchanged.

Providence is now proposing to develop a historic monument on the grassy knoll, with a path leading from an on-site walkway to the top of the knoll. The monument will consist of a small lawn area with an outline in pavers of the original residence.

Staff believes that the existing plaque in the PMNC building combined with the proposed monument on the grassy knoll make up an adequate plan for addressing the historic nature of the site.

2. Future development on the site

Providence will probably develop other buildings on the site in the future. They have addressed the historic nature of the site through the plaque and monument, and there are no historic buildings on the site. If the Historic Preservation Commission decides that the

historic nature of the site has been adequately addressed then future development on the site could be reviewed under the standard Type 2 design review process, and would not require a historic review. The exception to this would be if future development would affect the monument on the grassy knoll or the plaque; any development that would affect these two items would be required to be reviewed by the Historic Preservation Commission.

Historic part of site in blue – arrow shows grassy knoll



Historic plaque – located on ground floor hallway at PNMC (Attachment 4)



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PRELIMINARY STAFF RECOMMENDATION:

The preliminary staff recommendation is made in the absence of public hearing testimony, and may be modified subsequent to the close of the public hearing. At this writing, staff recommends the following motion:

Move to adopt Historic Preservation Commission Order 2015-001, which approves the requested historic review with the attached conditions.



HISTORIC PRESERVATION COMMISSION ORDER 2015-001

**AN ORDER APPROVING HISTORIC REVIEW HISD3-15-002 FOR A HISTORIC MONUMENT AND
NEW PARKING LOT FOR PROVIDENCE NEWBERG MEDICAL CENTER AT 1001 PROVIDENCE
DRIVE, YAMHILL COUNTY TAX LOT 3216-1902.**

RECITALS

1. Providence Newberg Medical Center submitted an application for a historic review to create a historic monument and a new parking lot at 1001 Providence Drive, Yamhill County tax lot 3216-1902.
2. After proper notice, the Newberg Historic Preservation Commission held a hearing on July 21, 2015 to consider the application. The Commission considered testimony, and deliberated.
3. The Newberg Historic Preservation Commission finds that the application meets the applicable criteria as shown in the findings shown in Exhibit "A".

The Newberg Planning Commission orders as follows:

1. Historic Review Application HISD3-15-002 is hereby approved, subject to the conditions contained in Exhibit "B". Exhibit "B" is hereby adopted and by this reference incorporated.
2. The findings shown in Exhibit "A" are hereby adopted. Exhibit "A" is hereby adopted and by this reference incorporated.
3. This order shall be effective August 5, 2015 unless appealed prior to that date.
4. This order shall expire one year after the effective date above if the applicant does not obtain a building permit pursuant to this application by that time, unless an extension is granted per Newberg Development Code 15.225.100.

Adopted by the Newberg Historic Preservation Commission this 21st day of July, 2015.

ATTEST:

Historic Preservation Commission Chair

Historic Preservation Commission Secretary

List of Exhibits:

Exhibit "A": Findings

Exhibit "B": Conditions

**Exhibit “A” to Historic Preservation Commission Order 2015-001
Findings –File HISD3-15-002
Providence historic monument and parking lot**

A. Historic Landmark Review Criteria That Apply - Newberg Development Code 15.344.030.

The Historic Preservation Commission, in considering applications for permit approval for any alteration, shall base their decision on substantial compliance with the following criteria and guidelines.

a. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. Specific design elements which must be addressed include:

i. Average setback. When a new structure is being constructed on an infill lot, the front yard setback shall be the same as the buildings on either side. When the front setbacks of the adjacent buildings are different, the front setback of the new structure shall be an average of the two.

ii. Architectural elements. The design shall incorporate architectural elements of the city’s historic styles, including Queen Anne, Colonial Revival, Dutch Colonial Revival, and Bungalow styles. Ideally, the architectural elements should reflect and/or be compatible with the style of other nearby historic structures. Typical design elements which should be considered include, but are not limited to, “crippled hip” roofs, Palladian-style windows, roof eave brackets, roof dormers, and decorative trim boards.

iii. Building orientation. The main entrance of the new structure shall be oriented to the street. Construction of a porch is encouraged but not required. Such a porch shall be at least six feet in depth.

iv. Vehicle parking/storage. Garages and carports shall be set back from the front facade of the primary structure and shall relate to the primary structure in terms of design and building materials.

v. Fences. Fences shall be built of materials which are compatible with the design and materials used in the primary structure.

Finding: There are no historic structures on the site, and no new structures or fences are proposed. The historic designation of the site is based on the fact that it was the home of Sebastian Brutscher, Newberg’s first postmaster. His house was also Newberg’s first post office, and Mr. Brutscher gave the new town its name, based on his hometown in Bavaria. The historic buildings on the site were removed some time ago, and all that remains is the grassy knoll where

the Brutscher house, and a later farmhouse, once stood. The applicant is proposing to create a monument on the knoll consisting of a lawn area with an outline of the Brutscher house in pavers. The monument includes a placard that describes the site as the location of the Hutchens house. The site is primarily historic because it was the location of Sebastian Brutscher's house/post office, so the text on the placard should be changed to note that. The proposed monument, as conditioned, will enhance the historic character of the site, and help preserve it for future generations. The proposed parking lot will be a standard paved parking lot similar to the other existing parking lots on the site, and will not contain any buildings. It will contain landscaping islands to break up the view of the paved area, and parking lot lighting for security. It will not affect the historic character of the site.

Historic plan for the overall site: When the PNMC design review was approved in 2003 one of the conditions of approval was that Providence needed to develop a plan addressing the historic designation of the site:

11. **Historic Designation:** The applicant has not indicated how the historic designation of the site will be addressed. A detailed plan must be submitted for review and approval by the City Planner.

Providence proposed adding a historic plaque in the hospital hallway, and leaving the grassy knoll as a simple park-like setting with benches. The plaque was approved by the city Planning Director and installed. The grassy knoll has been left unchanged until now. The proposed historic monument on the grassy knoll will complete Providence's plan to address the historic nature of the site, and help preserve the historic character of the site.

b. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Finding: There are no historic buildings on the site to be modified or added to. The monument is a reminder of the historic nature of the site, and is not a recreation of a historic building.

c. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Finding: No structures are being added or changed. The shade trees on the knoll will be preserved as part of the character of the site.

d. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved to the extent possible.

Finding: There are no historic structures on the site to preserve.

e. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall reasonably match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Finding: There are no historic structures on the site to repair or preserve.

f. Chemical or physical treatments, such as sandblasting, that cause extensive damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Finding: There are no historic structures on the site.

g. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Finding: It is not known whether there are archeological resources on the site. The State Historic Preservation Office (SHPO) has commented that there may be, and that the site is within an area generally perceived as having a high probability for possessing archaeological sites and/or buried human remains. They recommend extreme caution during excavations. State law requires that if archaeological objects or sites are discovered during construction then all activities should cease immediately until a professional archaeologist can evaluate the discovery. Consult with all appropriate Indian tribes regarding your proposed project, and if the project has a federal nexus (federal funding or permitting) then coordinate with the appropriate federal agency regarding compliance with Section 106 of the National Historic Preservation Act.

SHPO comment (excerpt):

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains.

In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA).

h. New additions, exterior alterations, or related new construction shall not destroy historic character of the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Finding: There are no historic structures on the site, but there is the potential for new construction. Providence will probably develop other buildings on the site in the future. They have addressed the historic nature of the site through the plaque and monument, and there are no historic buildings on the site for new buildings to be compatible with. Providence had adequately addressed the historic nature of the site, so future development on the site can be reviewed under the standard Type 2 design review process, and would not require a historic review. The exception to this would be if future development would affect the monument on the grassy knoll or the plaque in the building; any development that would affect these two items would be required to be reviewed by the Historic Preservation Commission.

i. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Finding: The new construction is a parking lot. It could be removed in the future without affecting the historic character of the property.

B. CONCLUSION: Based on the above mentioned findings, the project meets the required criteria within the Newberg Development Code, subject to completion of the attached conditions:

Exhibit “B” to Historic Preservation Commission Order 2015-001
Conditions –File HISD3-15-002
Providence historic monument and parking lot

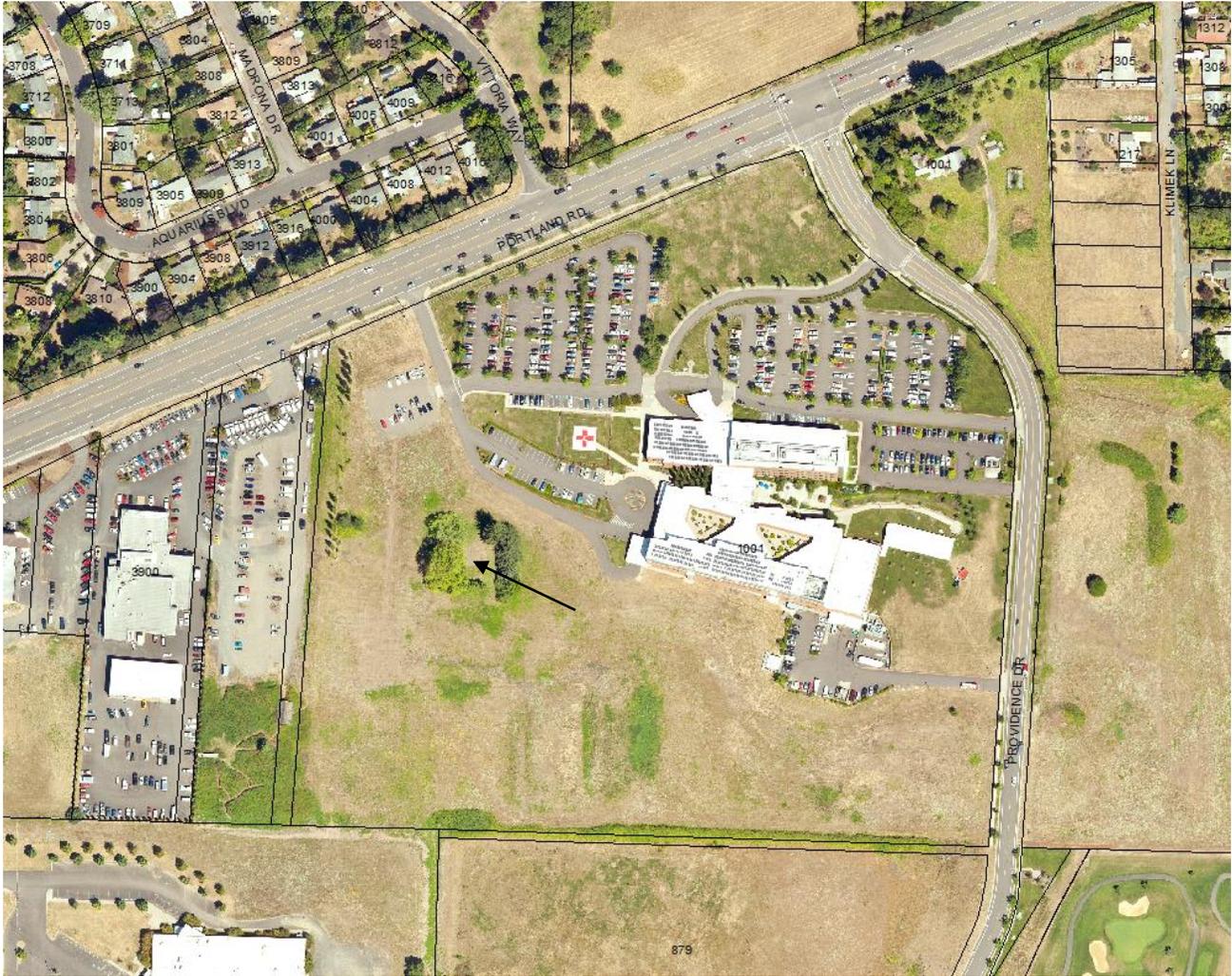
A. THE FOLLOWING MUST BE COMPLETED BEFORE THE CITY WILL ISSUE A BUILDING PERMIT:

1. **Historic monument construction:** The historic monument and path shall be constructed as part of the building permit for the parking lot. The Building division will review the plan for ADA accessibility at that time; the gravel path may need to be changed to pavement or concrete to meet ADA requirements.
2. **Placard text:** The monument includes a placard that describes the site as the location of the Hutchens house. The site is primarily historic because it was the location of Sebastian Brutscher’s house/post office, so the text on the placard should be changed to note that. Submit the revised placard text to the Community Development Director for review before construction.
3. **Archaeological resources:** It is not known whether there are archeological resources on the site. The State Historic Preservation Office (SHPO) has commented that there may be, and that the site is within an area generally perceived as having a high probability for possessing archaeological sites and/or buried human remains. They recommend extreme caution during excavations. State law requires that if archaeological objects or sites are discovered during construction then all activities should cease immediately until a professional archaeologist can evaluate the discovery. Consult with all appropriate Indian tribes regarding your proposed project, and if the project has a federal nexus (federal funding or permitting) then coordinate with the appropriate federal agency regarding compliance with Section 106 of the National Historic Preservation Act.

B. THE FOLLOWING MUST BE ACCOMPLISHED PRIOR TO OCCUPANCY

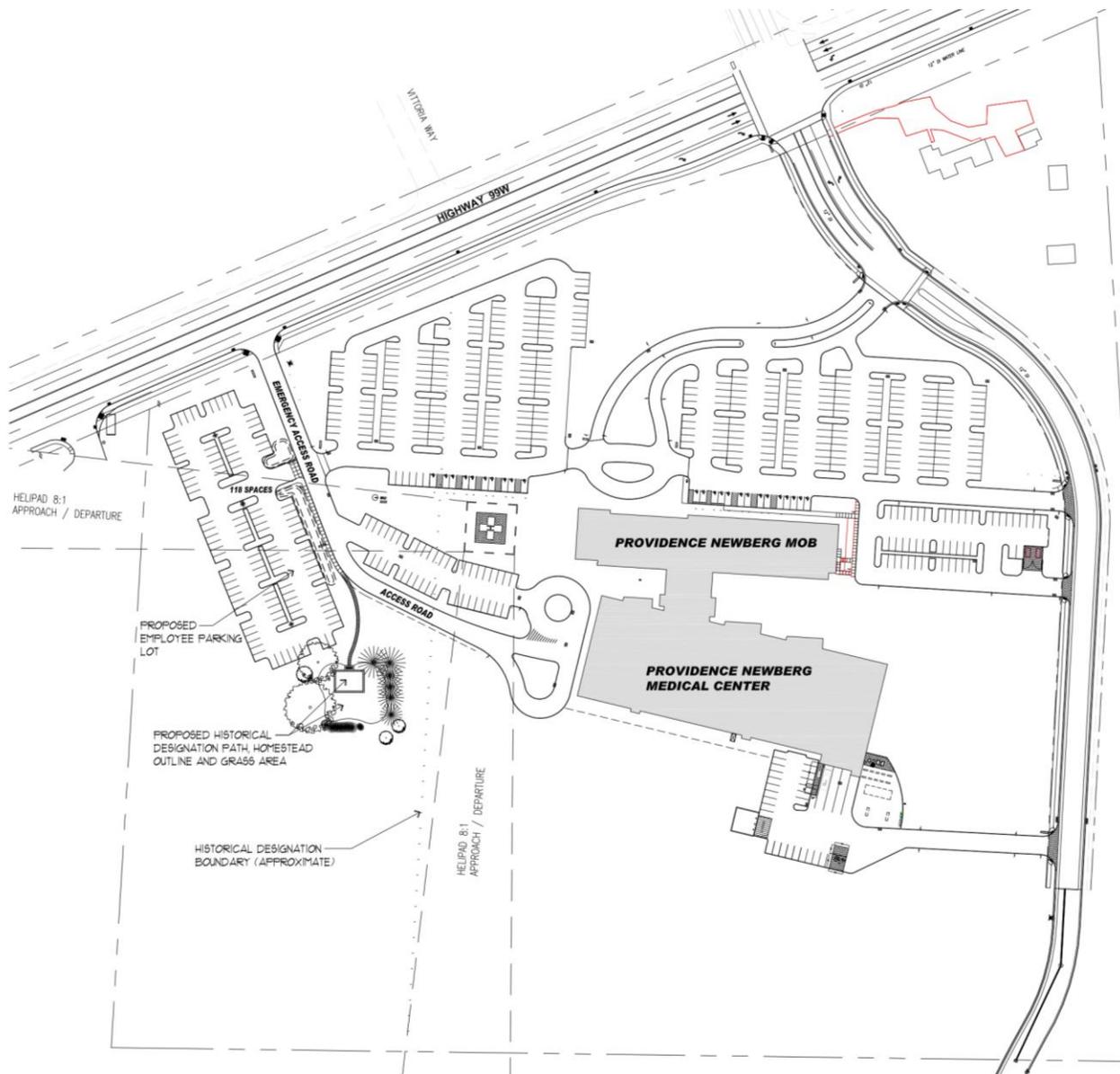
1. **Historic Review Conditions:** Contact the Planning Division (503-537-1240) to verify that all conditions have been completed.
2. **Site Inspection:** Contact the Building Division (503-537-1240) for Building final inspections. Contact the Planning Division (503-537-1240) for landscaping final inspections.

Attachment 1: Aerial Photo



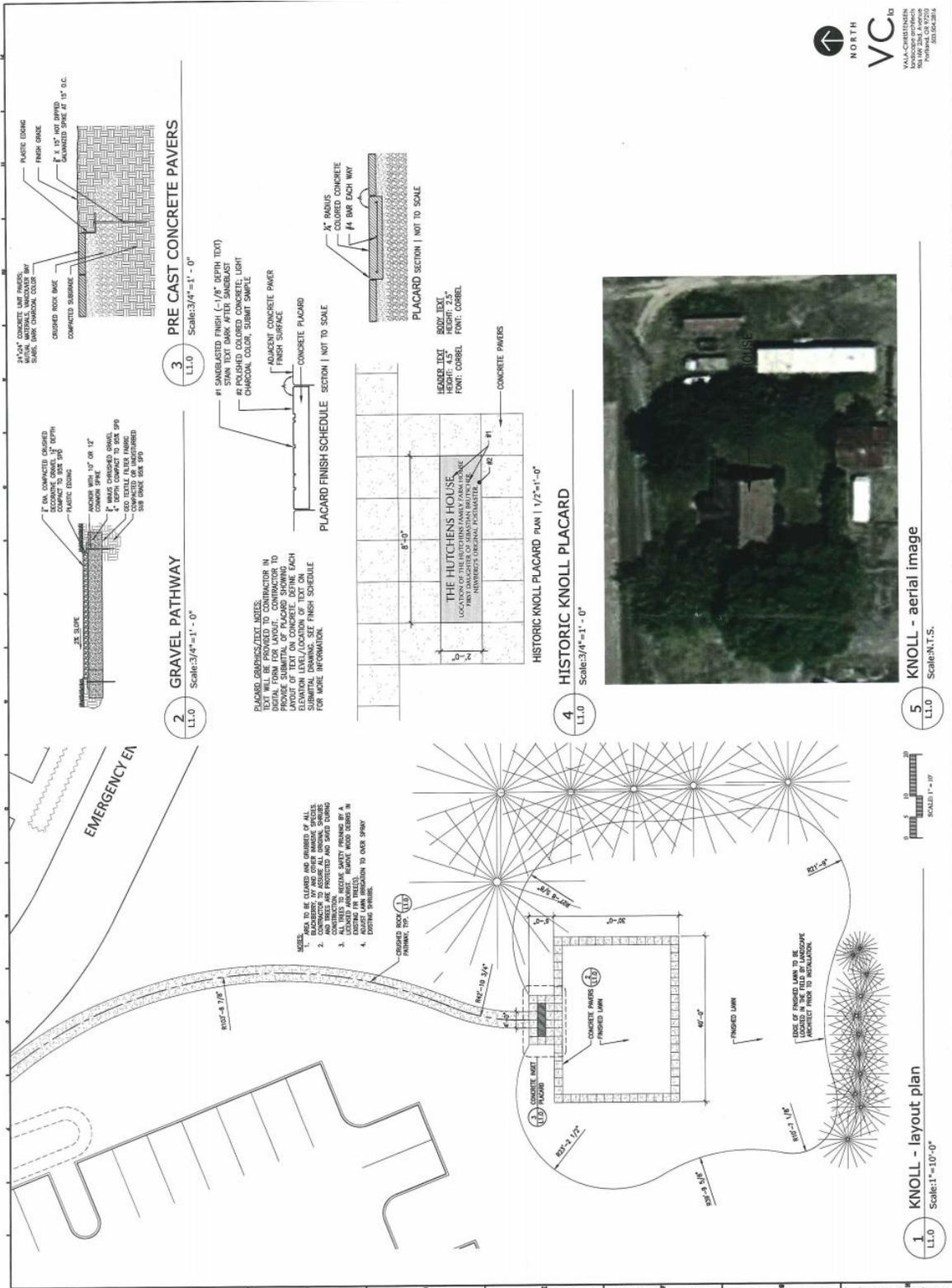
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Attachment 2: Site Plan



"Working Together For A Better Community-Serious About Service"

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Attachment 4: Comments



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

July 6, 2015

City of Newberg, Comm Dev Dept-Plng Div

PO Box 97

Newberg, OR 97132



RE: SHPO Case No. 15-1070

City of Newberg, Providence Newberg Medical Center Grassy Knoll and Paved Parking Lot Project

Develop respite area and parking lot

1001 Providence Drive, Newberg, Yamhill County

Dear:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains.

In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA).

If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA

State Archaeologist

(503) 986-0674

dennis.griffin@oregon.gov

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CITY OF NEWBERG
INVENTORY OF HISTORIC PROPERTIES
HISTORIC RESOURCE SURVEY FORM

HIST. NAME: First Post Office	DATE OF CONSTRUCTION: 1931
COMMON NAME: Mustard Seed Farms	ORIGINAL USE: Post Office (Residence)
ADDRESS: 4000 Portland Road	PRESENT USE: Farm Complex
T/R/S: 3S 2W 16	ARCH./BLDR.:
MAP NO: 3S 2W 16	TAX LOT: 1902
ADDITION: None	STYLE: English Cottage
BLOCK:	BLDG. STRUC. DIST. SITE X OBJ.:
LOT:	THEME: Settlement; Government; Agric.
OWNER: C.R. Moe	CITY: X
ADDRESS: c/o Compton Nut Co. - POB 11	UGB:
Dundee 97115	QUAD: Newberg

PLAN TYPE/SHAPE: Rectangular	NO. OF STORIES: 2
FOUNDATION MATERIAL: Concrete	BASEMENT (Y/N): Yes
WALL CONSTRUCTION: Wood	STRUCTURAL FRAME: Stud
ROOF FORM & MATERIALS: Gable. Composition shingle.	
PRIMARY WINDOW TYPE: Six-over-one double-hung sash. Brick sills and head.	
EXTERIOR SURFACING MATERIALS: Clinker brick, combed shingles.	
DECORATIVE FEATURES: Gabled porch w/barge boards, brick posts, multi-light door.	
OTHER:	

CONDITION: EXCELLENT GOOD ___ FAIR ___ DETERIORATED ___ MOVED ___ (DATE) _____
(EXPLAIN)

EXTERIOR ALTERATIONS/ADDITIONS (DATED): Porch enclosed west elevation, n.d.

NOTEWORTHY LANDSCAPE FEATURES:

ASSOCIATED STRUCTURES: Numerous outbuildings include: 1) Gambrel roof barn (c. 1930) 34' x 60', with exposed rafters, multi-light windows, sliding doors on overhead rollers, hay hood, 2x12 timbers, used for milking cows; 2) three loafing sheds; 3) three smaller wood frame barns in varying states of deterioration, one clad in sheet metal; 4) two sheet metal storage buildings; 5) store building, asymmetrical in plan, original section used as milk parlor.

SETTING: Located on small rise several hundred feet from heavily trafficked Highway 99W. Surrounded by intensive agricultural uses associated with the farm complex. Across highway from post World War II subdivision screened by trees.

STATEMENT OF SIGNIFICANCE: The primary significance of this property is as the site of Newberg's first Post Office and association with Sebastian Brutscher, early pioneer. The existing farm is significant for being a good example of an early to mid 20th century farm complex and dairy. Brutscher came to Oregon in 1849 with a troop of soldiers and soon after took up a Donation Land Claim of 640 acres approximately one mile east of present day Newberg. He married Mary Everest, whose parents were early settlers in the area, and had 11 children. Their large home, built c. 1862, stood where the existing farmhouse is today. Brutscher established the Post Office in his house in 1869 and served as postmaster from that time until 1872. He named the Post Office Newburgh (later changed to Newberg) after a town in his native Bavaria. Mail reached Newberg once a week by horse-drawn stage from Portland by way of Lafayette. Brutscher died in 1922 at the age of 96.

Brutscher's house was razed in 1931 to make way for the existing residence. The existing outbuildings, most of which were constructed in the early 20th century, are significant for being well-preserved as well as being the most comprehensive ensemble of farm buildings in Newberg. The property is highly significant for maintaining the historical and agricultural character of the area.

SOURCES:

Brothers, Gloria. Interview. April, 1985.

Brumback, Marion. Scrapbook, Personal Collection. Dundee, OR.

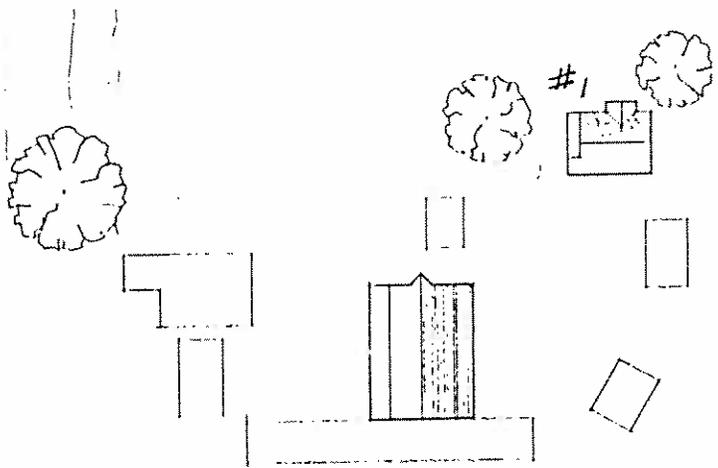
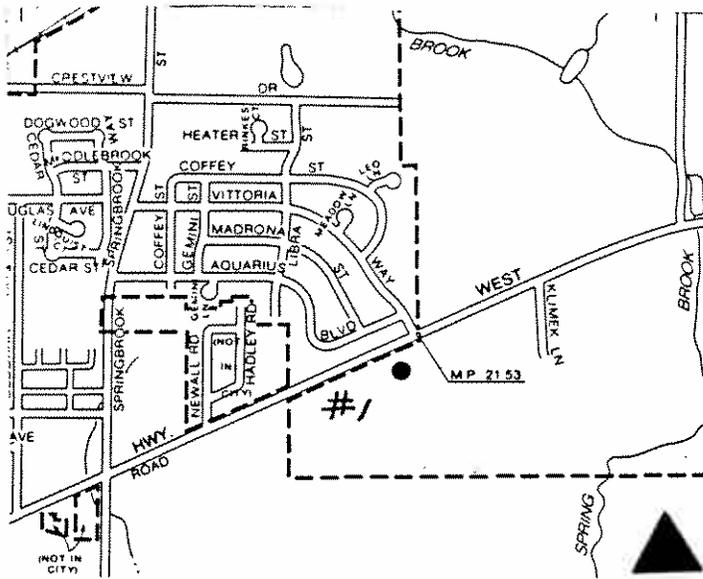
SHPO INVENTORY NO.: _____

CITY OF NEWBERG
INVENTORY OF HISTORIC PROPERTIES
HISTORIC RESOURCE SURVEY FORM

PAGE 2

NAME: First Post Office
ADDRESS: 4000 Portland Road
T/R/S: 3S 2W 16
MAP NO: 16
TAX LOT: 1902
QUAD: Newberg
ROLL NO: 16
NEGATIVE NO: 16, 17
SLIDE NO: _____





#1 4000 PORTLAND ROAD

GRAPHIC SOURCES:
City Map, 1973

SHPO INVENTORY NO. _____

CITY OF NEWBERG
INVENTORY OF HISTORIC PROPERTIES
HISTORIC RESOURCE SURVEY FORM

HIST. NAME: First Post Office	DATE OF CONSTRUCTION: 1931
COMMON NAME: Mustard Seed Farms	ORIGINAL USE: Post Office (Residence)
ADDRESS: 4000 Portland Road	PRESENT USE: Farm Complex
T/R/S: 3S 2W 16	ARCH./BLDR.:
MAP NO: 3S 2W 16 TAX LOT: 1902	STYLE: English Cottage
ADDITION: None	BLDG. STRUC. DIST. SITE X OBJ. _____
BLOCK: LOT:	THEME: Settlement; Government; Agric.
OWNER: C.R. Moe	CITY: X UGB:
ADDRESS: c/o Compton Nut Co. - POB 11 Dundee 97115	QUAD: Newberg

PLAN TYPE/SHAPE: Rectangular	NO. OF STORIES: 2
FOUNDATION MATERIAL: Concrete	BASEMENT (Y/N): Yes
WALL CONSTRUCTION: Wood	STRUCTURAL FRAME: Stud
ROOF FORM & MATERIALS: Gable. Composition shingle.	
PRIMARY WINDOW TYPE: Six-over-one double-hung sash. Brick sills and head.	
EXTERIOR SURFACING MATERIALS: Clinker brick, combed shingles.	
DECORATIVE FEATURES: Gabled porch w/barge boards, brick posts, multi-light door.	
OTHER:	
CONDITION: EXCELLENT <u>X</u> GOOD _____ FAIR _____ DETERIORATED _____ MOVED _____ (DATE) _____ (EXPLAIN)	

EXTERIOR ALTERATIONS/ADDITIONS (DATED): Porch enclosed west elevation, n.d.

NOTEWORTHY LANDSCAPE FEATURES:

ASSOCIATED STRUCTURES: Numerous outbuildings include: 1) Gambrel roof barn (c. 1930) 34' x 60', with exposed rafters, multi-light windows, sliding doors on overhead rollers, hay hood, 2x12 timbers, used for milking cows; 2) three loafing sheds; 3) three smaller wood frame barns in varying states of deterioration, one clad in sheet metal; 4) two sheet metal storage buildings; 5) store building, asymmetrical in plan, original section used as milk parlor.

SETTING: Located on small rise several hundred feet from heavily trafficked Highway 99W. Surrounded by intensive agricultural uses associated with the farm complex. Across highway from post World War II subdivision screened by trees.

STATEMENT OF SIGNIFICANCE: The primary significance of this property is as the site of Newberg's first Post Office and association with Sebastian Brutscher, early pioneer. The existing farm is significant for being a good example of an early to mid 20th century farm complex and dairy. Brutscher came to Oregon in 1849 with a troop of soldiers and soon after took up a Donation Land Claim of 640 acres approximately one mile east of present day Newberg. He married Mary Everest, whose parents were early settlers in the area, and had 11 children. Their large home, built c. 1862, stood where the existing farmhouse is today. Brutscher established the Post Office in his house in 1869 and served as postmaster from that time until 1872. He named the Post Office Newburgh (later changed to Newberg) after a town in his native Bavaria. Mail reached Newberg once a week by horse-drawn stage from Portland by way of Lafayette. Brutscher died in 1922 at the age of 96.

Brutscher's house was razed in 1931 to make way for the existing residence. The existing outbuildings, most of which were constructed in the early 20th century, are significant for being well-preserved as well as being the most comprehensive ensemble of farm buildings in Newberg. The property is highly significant for maintaining the historical and agricultural character of the area.

SOURCES:

Brothers, Gloria. Interview. April, 1985.

Brumback, Marion. Scrapbook, Personal Collection. Dundee, OR.

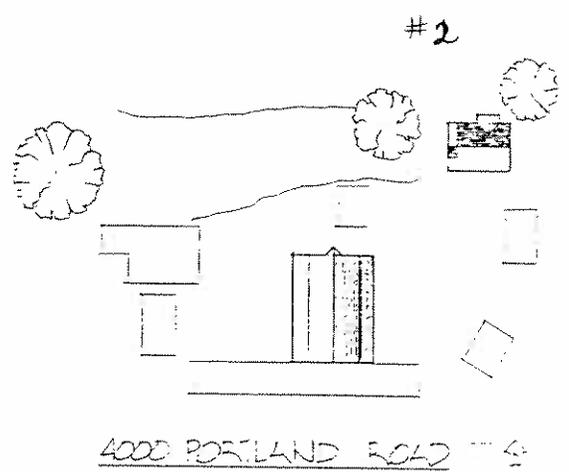
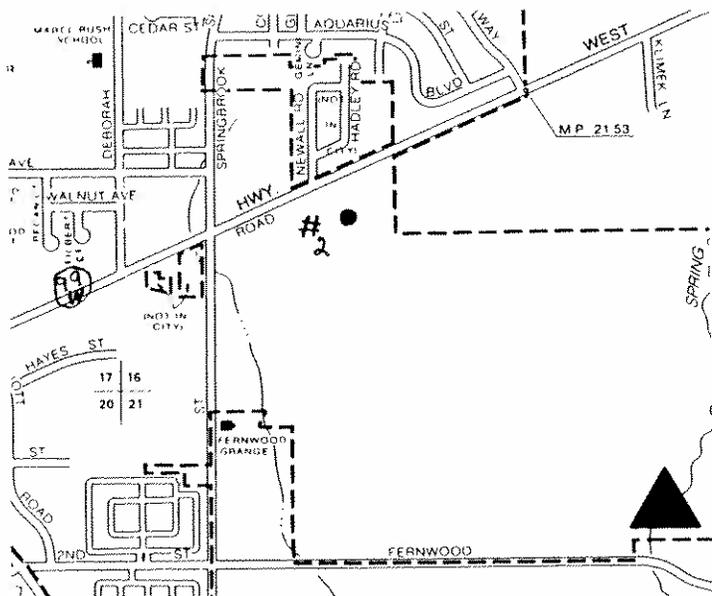
SHPO INVENTORY NO.: _____

CITY OF NEWBERG
INVENTORY OF HISTORIC PROPERTIES
HISTORIC RESOURCE SURVEY FORM

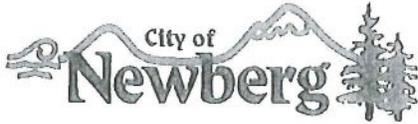
PAGE 2



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ADDRESS: 4000 Portland Road
T/R/S: 3S 2W 16
MAP NO: 16
TAX LOT: 1902
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NEGATIVE NO: 16, 17
SLIDE NO: _____



GRAPHIC SOURCES:
City Map, 1973



TYPE III APPLICATION - 2015 (QUASI-JUDICIAL REVIEW)

File #: HISD 3-15-002

TYPES - PLEASE CHECK ONE:

- Annexation
Comprehensive Plan Amendment (site specific)
Zoning Amendment (site specific)
X Historic Landmark Modification/alteration
Conditional Use Permit
Type III Major Modification
Planned Unit Development
Other: (Explain)

APPLICANT INFORMATION:

APPLICANT: Jeff West (Regional Director of Real Estate & Construction and Owner Representative)
ADDRESS: Providence Office Park - Bldg #2 / 4400 NE Halsey - Suite 190 / Portland, Oregon 97213
EMAIL ADDRESS: Jeffrey.West@providence.org
PHONE: (503) 893-6746 MOBILE: (503) 781-0664 FAX:
OWNER (if different from above): Providence Health & Services dba Providence Newberg Medical Center PHONE:
ADDRESS:
ENGINEER/SURVEYOR: Matt Johnson (Civil), KPFF Consulting Engineers (matthew.johnson@kpffcivilpdx.com) PHONE: (503) 542-3858
ADDRESS: 111 SW Fifth Avenue - Suite 2500 / Portland, Oregon 97204-3628

GENERAL INFORMATION:

PROJECT NAME: Providence Newberg Medical Center - West Parking Lot PROJECT LOCATION: 1001 Providence Drive, Newberg, Oregon 97132
PROJECT DESCRIPTION/USE: Install an employee 118 stall paved parking lot with landscaping and Historical Designation "grassy knoll" respite area
MAP/TAX LOT NO. (i.e.3200AB-400): R3216 01902 ZONE: I SITE SIZE: 40.98 SQ. FT. ACRE
COMP PLAN DESIGNATION: TOPOGRAPHY:
CURRENT USE: Open field and gravel employee parking lot
SURROUNDING USES:
NORTH: Hwy 99 w/R-1 residential beyond SOUTH: M-1 & R-P/SP zone
EAST: Providence Drive and I zone beyond (Providence owned) WEST: C-2 zone

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: Fees Public Notice Information Current Title Report Written Criteria Response Owner Signature

For detailed checklists, applicable criteria for the written criteria response, and number of copies per application type, turn to:

Annexation p. 15
Comprehensive Plan / Zoning Map Amendment (site specific) p. 19
Conditional Use Permit p. 21
Historic Landmark Modification/Alteration p. 23
Planned Unit Development p.26

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

Applicant Signature: [Signature] Date: 6/11/2015
Owner Signature: [Signature] Date: 6/11/2015
Print Name: Jeffrey E West

Attachments: General Information, Fee Schedule, Noticing Procedures, Planning Commission Schedule, Criteria, Checklists



March 12, 2015

City of Newberg – Planning Division
 City Hall
 414 E First Street
 Newberg, Oregon 97132

ATTN: Steve Olson, AICP : Associate Planner

RE: Providence Health & Services
 dba Providence Newberg Medical Center
 Sebastian Brutscher Historic Landmark
 JRJ architects, llc Project No. 200801-WPL

Dear Steve:

Providence Newberg Medical Center is proposing to develop the grassy knoll just west of the campus. This area has a historic designation associated with it and as a condition of approval for the construction of the medical center, a historic plaque was to be installed inside the hospital. This condition was met and the plaque currently is hung in the main hospital corridor on the first floor. As second condition was to leave the original location of the Sebastian Brutscher residence as a “simple park-like setting with benches.” Sebastian Brutscher was Newberg’s first post office/postmaster, who named the town in 1869 after his Bavarian hometown of Neuberg. The site is historic but there are no existing historic buildings to preserve.

The proposed development of the grassy knoll is to provide a compacted gravel path from an existing medical center sidewalk west of the campus up to the knoll. A small lawn area with an outline of the original residence will be installed. The outline of the residence will be by means of pavers laid on grade. The knoll will be available to visitors as a respite area and there is the potential for open air classrooms and presentations by the medical center.

A pre-application meeting was held on April 1, 2015. Responses to the Type III Historic Landmark Alteration/Modification criteria are provided below:

- (A) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. Specific design elements which must be addressed include:

Response: *There are currently no existing structures on the site. The Brutscher residence was on a knoll.*

1. Average setback. When a new structure is being constructed on an infill lot, the front yard setback shall be the same as the buildings on either side. When the front setbacks of the 15455 NW Greenbrier Pkwy. Suite 260 Beaverton, OR 97006 (503) 690.1779 p | (503) 690.0913 f jrjarchitecture.com

adjacent buildings are different, the front setback of the new structure shall be an average of the two.

Response: *N/A. The knoll is existing with no structures and no structures are proposed for the site. The center of the knoll is approximately 160' from the north property line, 300' from the west property line and 450' from the south property line.*

2. Architectural elements. The design shall incorporate architectural elements of the city's historic styles, including Queen Anne, Colonial Revival, Dutch Colonial Revival, and Bungalow styles. Ideally, the architectural elements should reflect and/or be compatible with the style of other nearby historic structures. Typical design elements which should be considered include, but are not limited to, "crippled hip" roofs, Palladian-style windows, roof eave brackets, roof dormers, and decorative trim boards.

Response: *N/A. No structures are proposed for the site.*

3. Building orientation. The main entrance of the new structure shall be oriented to the street. Construction of a porch is encouraged but not required. Such a porch shall be at least six feet in depth.

Response: *N/A. No structures are proposed for the site.*

4. Vehicle parking/storage. Garages and carports shall be set back from the front facade of the primary structure and shall relate to the primary structure in terms of design and building materials.

Response: *N/A. No structures are proposed for the site. However, this historic designation development proposal is associated with a 118 stall grade parking lot.*

5. Fences. Fences shall be built of materials which are compatible with the design and materials used in the primary structure

Response: *N/A. No fences are proposed for the site.*

- (B) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Response: *N/A. No structures are proposed for the site. The history of the site is documented on the plaque inside the hospital, with dates, family history, etc. The proposed path, grassy area and outline of the original residence are subtle reminders of the past use of the site.*

- (C) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Response: *N/A. No structures have remained from the original homestead. The existing shade trees are proposed to remain.*

- (D) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved to the extent possible.

Response: *N/A. No structures are proposed for the site.*

- (E) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall reasonably match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Response: *N/A. No structures have remained from the original homestead.*

- (F) Chemical or physical treatments, such as sandblasting, that cause extensive damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Response: *N/A. No structures have remained from the original homestead.*

- (G) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Response: *The existing shade trees are proposed to remain. All efforts to preserve the trees will be made during the installation of the path and building outline.*

- (H) New additions, exterior alterations, or related new construction shall not destroy historic character of the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Response: *N/A. No structures or other historic features have remained from the original homestead. No new structures are proposed.*

- (I) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Response: *N/A*

Respectfully Submitted:

jrj architects, llc



Scott W. Harris AIA
Project Architect



First American Title Company of Oregon
National Commercial Services
200 SW Market Street, Suite 250
Portland, Oregon 97201

Escrow Officer: **Rachael Rodgers**
 Phone: **(503)795-7608**
 Fax: **(866)406-9291**
 E-mail **rrodgers@firstam.com**

File No: **NCS-479667-OR1**

Title Officer: **Kristine Pizzuti**
 Phone: **(503)790-7866**
 Fax: **(866)678-0591**
 E-mail **kpizzuti@firstam.com**

File No: **NCS-479667-OR1**

2ND SUPPLEMENTAL PRELIMINARY TITLE REPORT

ALTA Owners Standard Coverage	Liability	\$	Premium	\$	
ALTA Owners Extended Coverage	Liability	\$	Premium	\$	
ALTA Lenders Standard Coverage	Liability	\$	Premium	\$	
ALTA Lenders Extended Coverage	Liability	\$	Premium	\$	
ALTA Leasehold Standard Coverage	Liability	\$	Premium	\$	
ALTA Leasehold Extended Coverage	Liability	\$	Premium	\$	
Endorsements	Liability	\$	Premium	\$	
Govt Service Charge			Cost	\$	25.00
Other				\$	500.00

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

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

and as of **June 2, 2015 at 8:00 a.m.**, title to the fee simple estate is vested in:

Providence Health System

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims or easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Subject property is under property of art museums, volunteer fire departments or literary, benevolent, charitable and scientific institutions and a portion is tax exempt. Any change in ownership before delivery of assessment roll may result in tax liability. Account No. 276784 (Tax Parcel Number: R3216-1902).
(Affects Parcel 1)
 7. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
(Affects Parcel 1)

8. Easement, including terms and conditions contained therein:
 Granted to: Portland General Electric Company, a corporation of Oregon, its successors and assigns
 For: Easement and right-of-way
 Recorded: July 30, 1952
 Recording Information: Book 166, Page 472, Deed Records
 (Exact Location Unknown)

9. Limited access provisions contained in Deed to the State of Oregon, by and through it State Highway Commission recorded May 31, 1962 in Film Volume 22, Page 893, Deed and Mortgage Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
 (Affects Parcel 1)

Indenture of Access between the State of Oregon, by and through its Department of Transportation, and Providence Health System, Oregon, an Oregon non-profit corporation recorded April 14, 2004 as Instrument No. 200406971.

10. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded June 29, 1962 in Film Volume 23, Page 605, Deed and Mortgage Records Deed of Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
 (Affects Parcel 1)

Indenture of Access between the State of Oregon, by and through its Department of Transportation, Highway Division, and Robert L. and Bilita K. Hemshorn, recorded July 12, 1989 in Film Volume 233, Page 2011, Deed and Mortgage Records.

Indenture of Access between the State of Oregon, by and through its Department of Transportation, and Providence Health System-Oregon, an Oregon non-profit corporation, recorded April 16, 2004 as Instrument No. 200407263, Deed and Mortgage Records.

11. An easement reserved in a Contract, including the terms and provisions thereof:
 Recorded: August 25, 1978 in Film Volume 132, Page 373, Deed and Mortgage Records
 From: Hubert Slegers and Aletta Slegers, husband and wife
 To: Mary Moe
 For: Roadway
 Affects: Parcels 1 and 2
12. An easement reserved in Personal Representative's deed, including the terms and provisions thereof:
 Recorded: November 10, 1987 in Film Volume 217, Page 2289, Deed and Mortgage Records
 From: Bruce Dixon, the duly appointed, qualified and acting personal representative of the estate of C.R. Moe
 To: Norbert L. Hemshorn & Bilita K. Hemshorn, husband and wife
 For: Ingress and egress
 Affects: Parcel 1

13. Annexation Agreement and the terms and conditions thereof:
Between: City of Newberg, an Oregon Municipal Corporation
And: Providence Health System
Recording Information: January 9, 2003 as Instrument No. 200300651, Deed and Mortgage Records

(Affects Parcel 1)
14. Deed of Dedication granted to the City of Newberg, a Municipal Corporation of the State of Oregon for public right-of-way and public utility easement, including terms and provisions thereof.
Recorded: June 13, 2006 as Instrument No. 200613044, Deed and Mortgage Records

(Affects Parcel 1)
15. Easement, including terms and conditions contained therein:
Granted to: City of Newberg, a municipal corporation
For: Public Utilities Easement
Recorded: June 13, 2006
Recording Information: Instrument No. 200613045, Deed and Mortgage Records

(Affects Parcel 1)
16. Easement, including terms and conditions contained therein:
Granted to: City of Newberg, a municipal corporation
For: Public Utilities Easement
Recorded: November 6, 2006
Recording Information: Instrument No. 200625510, Deed and Mortgage Records

(Affects Parcels 1 and 2)
17. Memorandum of Option Agreement and the terms and conditions thereof:
Between: Providence Health System
And: Greens at Springbrook LLC
Recording Information: June 22, 2007 as Instrument No. 200713661, Deed and Mortgage Records

(Affects Parcel 2)
18. Deed of Dedication grant to the City of Newberg, a Municipal Corporation of the State of Oregon, for dedication of a public right-of-way, including terms and provisions thereof.
Recorded: April 17, 2008 as Instrument No. 200806651, Deed and Mortgage Records

(Affects Parcel 1)
19. Reservation of utilities in vacated portion of Providence Drive and the right to maintain the same as set forth in Ordinance No. 2008-2694, a copy of which was recorded April 17, 2008 as Instrument No. 200806652, Deed and Mortgage Records.

(Affects Parcel 1)

20. Easement, including terms and conditions contained therein:
Granted to: the public by the City of Newberg, a municipal corporation
For: Public Utilities Easement
Recorded: May 12, 2008
Recording Information: Instrument No. 200808191, Deed and Mortgage Records
(Affects Parcel 1)
21. The terms and provisions contained in the document entitled "First Amended Easement Agreement" recorded April 29, 2011 as Instrument No. 201105554 of Official Records.
22. The terms and provisions contained in the document entitled "Agreement to Maintain Private Stormwater Facilities" recorded April 5, 2013 as Instrument No. 201305041 of Official Records.

-END OF EXCEPTIONS-

INFORMATIONAL NOTES

NOTE: Taxes for the year 2014-2015 PAID IN FULL (Parcel 1)

Tax Amount: \$97,701.66
Map No.: R3216-1902
Property ID: 276784
Tax Code No.: 29.0 & 29.20

NOTE: Taxes for the year 2014-2015 PAID IN FULL (Parcel 2)

Tax Amount: \$1,693.42
Map No.: R3216-1903
Property ID: 276793
Tax Code No.: 29.2

NOTE: Taxes for the year 2014-2015 PAID IN FULL

Tax Amount: \$279.50
Map No.: P0331
Property ID: 537499
Tax Code No.: 29.0

NOTE: Taxes for the year 2014-2015 EXEMPT

Tax Amount: 0.00
Map No.: P0641
Property ID: 542500
Tax Code No.: 29.0

NOTE: Taxes for the year 2014-2015 PAID IN FULL

Tax Amount: 103.89
Map No.: P0089
Property ID: 538000
Tax Code No.: 29.0

Situs Address as disclosed on Yamhill County Tax Roll:

1001 Providence Drive (Parcel 1), and 4100 E Portland Rd (Parcel 2), Newberg, OR 97132

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE
WE KNOW YOU HAVE A CHOICE!**

Cc:
Attn:

Cc:
Attn:

Cc:
Attn:



First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA OWNER'S POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE OF STANDARD EXCEPTIONS

The ALTA standard policy form will contain in Schedule B the following standard exceptions to coverage:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law or not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 6-06

Exhibit "A"

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

PARCEL 1:

BEING A PART OF THE NORTH HALF OF THE DONATION LAND CLAIM OF SEBASTIAN BRUTSCHER AND MARY BRUTSCHER, HIS WIFE, NOTIFICATION NO. 1470, CLAIM NO. 51 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SEBASTIAN BRUTSCHER D.L.C. NO. 515 SAID POINT BEING 2,518.00 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID D.L.C., AND ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MARY MOE RECORDED AUGUST 25, 1978 IN FILM 132, PAGE 373, DEED AND MORTGAGE RECORDS; THENCE CONTINUING EAST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE BRUTSCHER DLC, 1,406.61 FEET; THENCE NORTH, 422.00 FEET; THENCE NORTH 26° 04' 02" WEST, 469.41 FEET TO A POINT ON THE SOUTH BOUNDARY OF KLIMEK HOMES SUBDIVISION; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID KLIMEK HOMES SUBDIVISION, 287.31 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF KLIMEK HOMES SUBDIVISION; THENCE NORTH 3° 17' 58" WEST ALONG THE WEST LINE OF SAID SUBDIVISION, 630.10 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 99W (PACIFIC HIGHWAY 1 WEST); THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY OF HIGHWAY 99W, 946.75 FEET TO THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO MARY MOE RECORDED IN FILM 132, PAGE 373, MARKED WITH AN IRON ROD; THENCE CONTINUING SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY OF HIGHWAY 99W, 414.50 FEET TO AN IRON ROD; THENCE SOUTH 3° 20' 39" WEST, 759.32 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID CLAIM MARKED WITH AN IRON ROD; THENCE EAST, ALONG SAID SOUTH LINE OF THE NORTH HALF OF SAID CLAIM, 426.04 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH RIGHT-OF-WAY DESCRIBED IN DEED OF DEDICATION RECORDED JUNE 13, 2006 AS INSTRUMENT NO. 200613044, YAMHILL COUNTY DEED AND MORTGAGE RECORDS.

TOGETHER WITH THAT PORTION OF VACATED PROVIDENCE DRIVE AS SET FORTH IN ORDINANCE NO. 2008-2694 AND RECORDED APRIL 17, 2008 AS INSTRUMENT NO. 200806652, YAMHILL COUNTY DEED AND MORTGAGE RECORDS.

TAX PARCEL NUMBER: R3216-1902

PARCEL 2:

BEING A PART OF THE NORTH HALF OF THE DONATION LAND CLAIM OF SEBASTIAN BRUTSCHER AND MARY BRUTSCHER, HIS WIFE, NOTIFICATION NO. 1470, CLAIM NO.51 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SEBASTIAN BRUTSCHER D.L.C. NO. 51, SAID POINT BEING 3924.61 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID D.L.C.; THENCE CONTINUING EAST FOLLOWING THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID D.L.C., 1162.52 FEET TO AN IRON ROD; THENCE NORTH 0° 53' 59" EAST, 701.14 FEET TO AN IRON ROD ON THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO NORBERT L. AND BILITA K. HEMSHORN IN FILM VOLUME 217, PAGE 2289, YAMHILL COUNTY, OREGON DEED RECORDS, THENCE CONTINUING ON THE NORTH LINE OF SAID HEMSHORN TRACT, NORTH 88° 24' 8" WEST, 729.10 FEET TO POINT MARKED WITH AN IRON PIPE; THENCE NORTH 0° 25' EAST, 136.49 FEET TO A POINT MARKED WITH AN IRON PIPE, SAID POINT BEING ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE KLIMEK HOMES SUBDIVISION; THENCE WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE KLIMEK HOMES SUBDIVISION 605.54 FEET; THENCE SOUTH 26° 04' 02" EAST, 469.41 FEET; THENCE SOUTH, 422.00 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER: R3216-1903



WEST PARKING LOT
PROVIDENCE NEWBERG MEDICAL CENTER
1001 PROVIDENCE DRIVE
NEWBERG, OREGON 97132

15455 NW Greenbrier Pkwy.
Suite 200
Beaverton, OR 97006
(503) 650-1779 p | (503) 690-0913 f



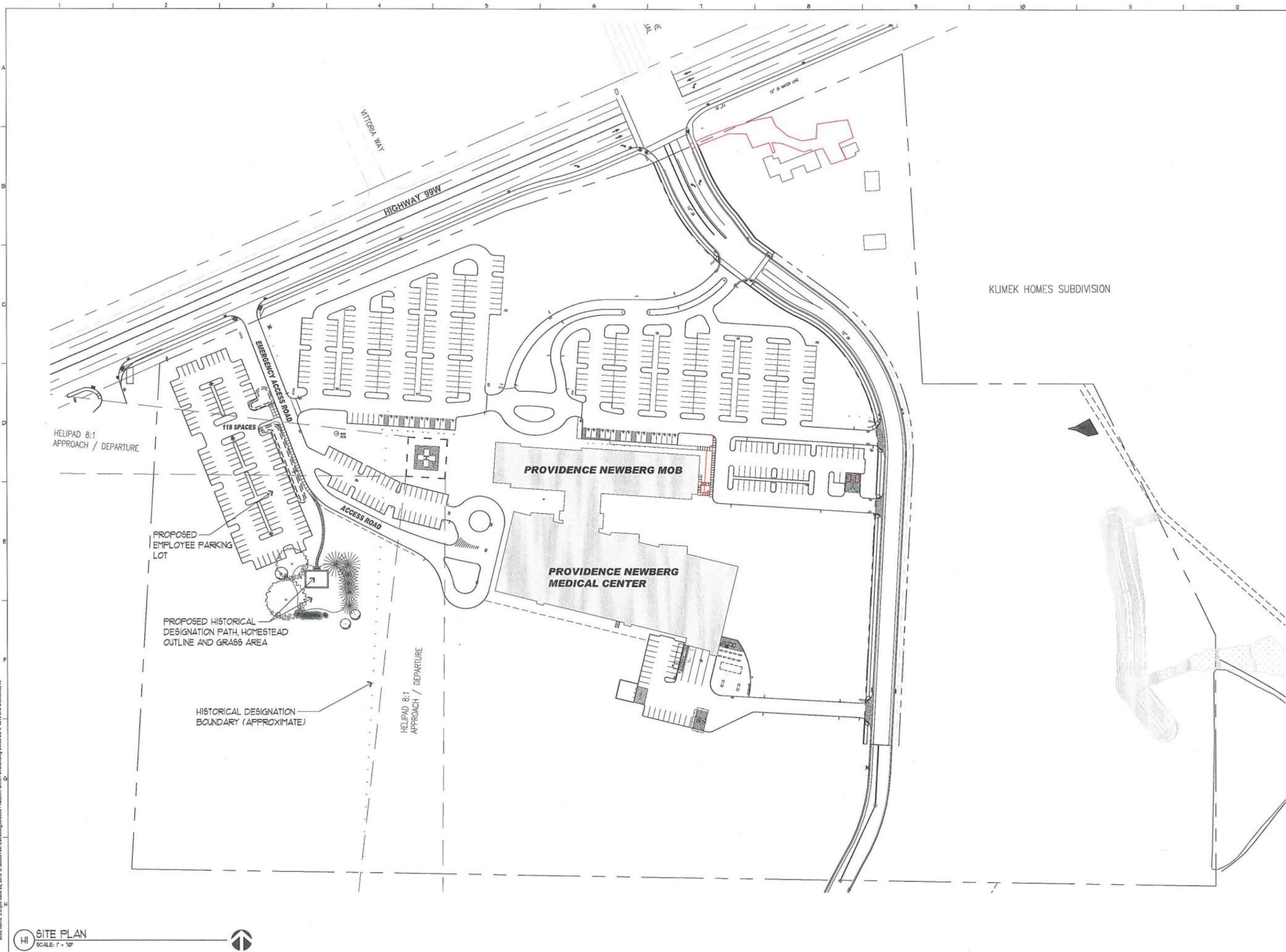
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions:

NOTICE OF EXTENDED PAYMENT PROVISION
The agreement shall allow the Owner to make payment within 60 days after the date an Application for Payment is received by the Owner.
NOTICE OF ALTERNATE BILLING CYCLE
The Agreement shall allow the Owner to require the submission of Application for Payment in increments of not less than 30-day cycles. The amount of each Application for Payment shall be one calendar month's work on the last day of the month. Applications for Payment for the Agreement shall be submitted to the Owner no later than the 15th day of each month.

JRJ Project Number:
200801-WPL
Drawing File Name:
WPLA101-Overall.dwg
Date:
12 JUNE 2015

SITE PLAN
A1.0
DESIGN REVIEW



scott harris 22 Jun 2015 12:00:00 PM WPLA101-Overall.dwg PhaseWPLA101-Overall.dwg 24038 L&D © 2015 JRJ Architects, llc

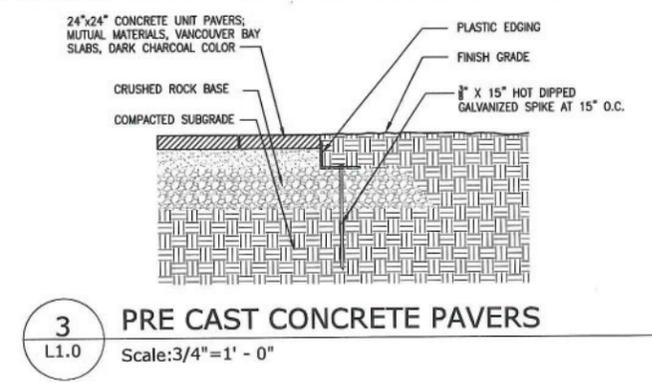
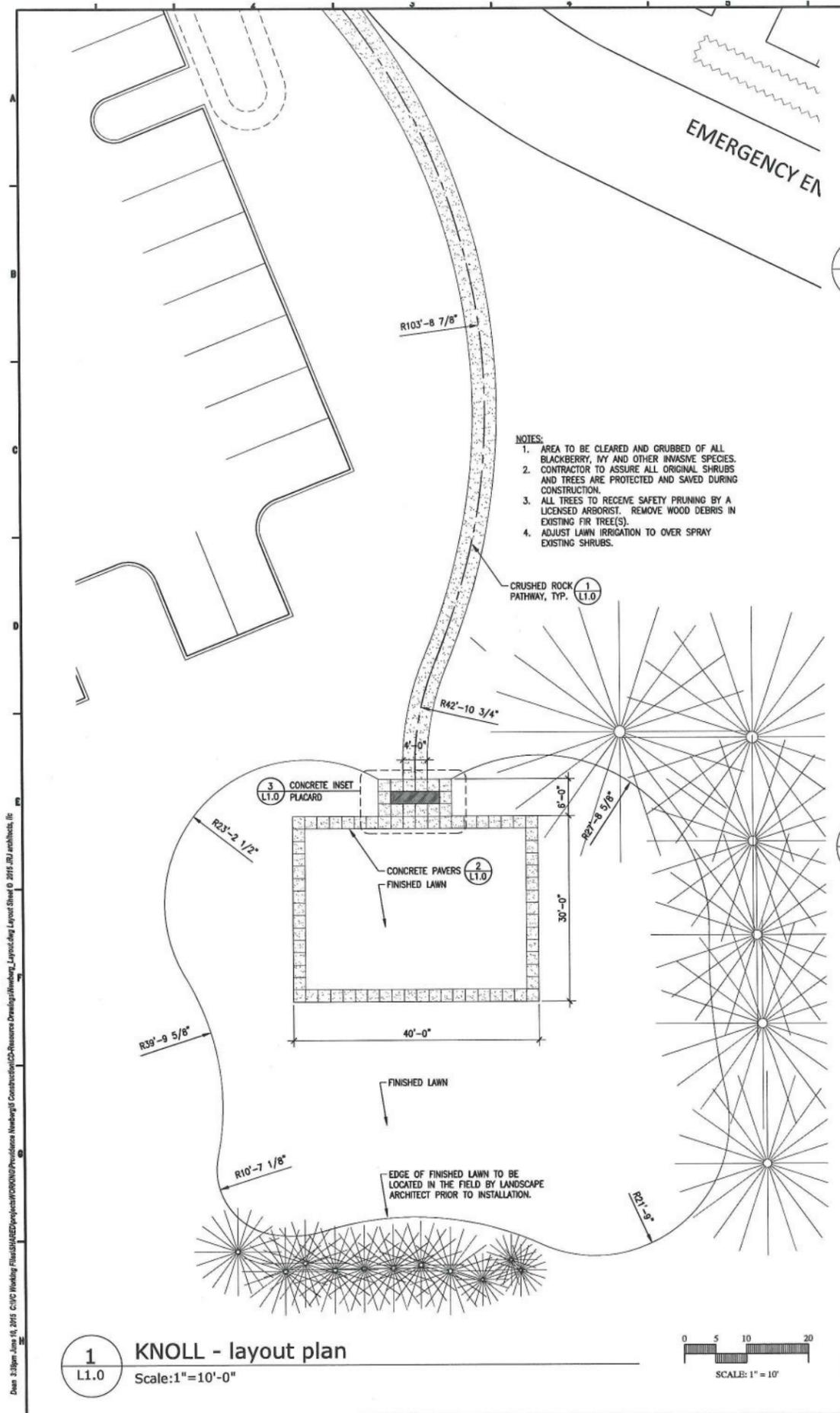
HI SITE PLAN
SCALE: 1" = 10'

Revisions:

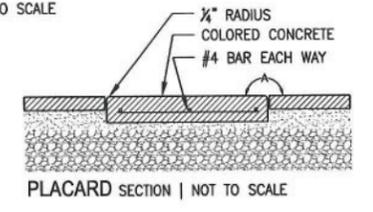
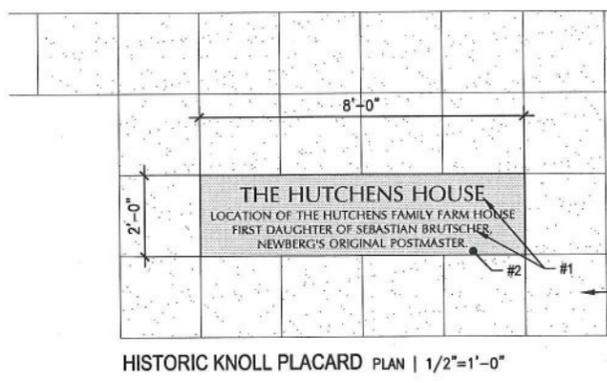
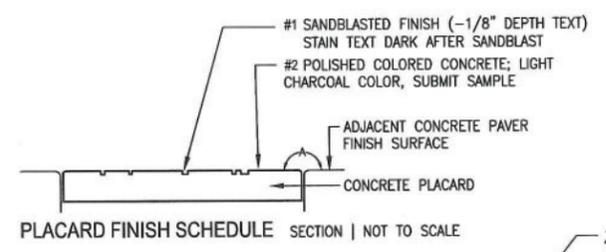
NOTICE OF EXTENDED PAYMENT PROVISION
The agreement will allow the Owner to make payment with
Early Pay (30 days after the date of Application for Payment is
received by the Owner.
NOTICE OF ALTERNATE BILLING CYCLE
The Agreement will allow the Owner to require the a revision of
Application for Payment in billing cycle after the 30-day
cycle. The amount received by each application for Payment will
be one calendar month ending on the last day of the month.
Application for Payment for the Agreement will be submitted to
the Owner no later than the 15th day of each month.

JRJ Project Number:
200801-100
Drawing File Name:
Newberg_Layout.dwg
Date:
12 JUNE 2015
LAYOUT PLAN
L1.0
DESIGN REVIEW

NORTH
VC la
VALA-CHRISTENSEN
landscape architects
906 NW 23rd, Avenue
Portland, OR 97210
503.504.2816



PLACARD GRAPHICS/TEXT NOTES:
TEXT WILL BE PROVIDED TO CONTRACTOR IN DIGITAL FORM FOR LAYOUT. CONTRACTOR TO PROVIDE SUBMITTAL OF PLACARD SHOWING LAYOUT OF TEXT ON CONCRETE. DEFINE EACH ELEVATION LEVEL/LOCATION OF TEXT ON SUBMITTAL DRAWING. SEE FINISH SCHEDULE FOR MORE INFORMATION.



Date: 3:30pm June 16, 2015 CIVIC Working Files\SHARED\Projects\KNOLL\Providence Newberg\Construction\CD-Revisions\Newberg_Layout.dwg Layout Sheet © 2015 JRJ architects, llc



WEST PARKING LOT
 PROVIDENCE NEWBERG MEDICAL CENTER
 1001 PROVIDENCE DRIVE
 NEWBERG, OREGON 97132

15455 NW Greenbrier Pkwy.
 Suite 200
 Beaverton, OR 97005
 (503) 690-1779 P | (503) 690-0913 F



PRELIMINARY
 NOT FOR
 CONSTRUCTION

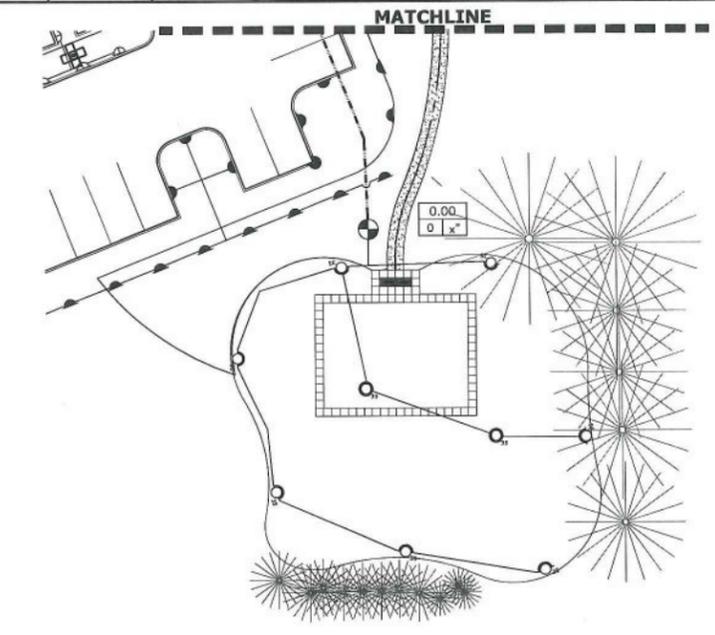
Revisions:

NOTICE OF EXTENDED PAYMENT PROVISION
 The agreement shall allow the Owner to make payment with
 30-day Net 30 days after the date of Application for Payment is
 received by the Owner.

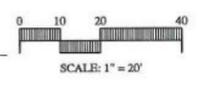
NOTICE OF ALTERNATE BILLING CYCLE
 The agreement shall allow the Owner to require the a variation of
 Application for Payment in billing cycles other than 30-day
 cycles. The amount received by each Application for Payment will
 be one calendar month ending on the last day of the month.
 Application for Payment for the Agreement will be submitted to
 the Owner no later than the 15th day of each month.

JRA Project Number:
 200801-NP
 Drawing File Name:
 Newberg_Irrigation.dwg
 Date:
 12 JUNE 2015

NORTH
 VC
 VALA-CHRISTENSEN
 landscape architects
 906 NW 23rd Avenue
 Portland, OR 97210
 503.504.2816



1 KNOLL - irrigation plan
 L3.0 Scale: 1" = 20'-0"



GENERAL IRRIGATION NOTES:

- The landscape contractor shall inspect the site and verify condition and dimensions prior to construction.
- Install irrigation system in accordance with all local codes and ordinances.
- Irrigation plans are schematic. All irrigation equipment shall be placed in planted areas whenever possible. Place lines in common trench whenever possible. Field adjust lines to avoid conflict with utilities.
- Coordinate irrigation points of connection and location of automatic controller. Coordinate all work with other trades involved.
- All valves will be placed in valve boxes in a manner which facilitates access for maintenance. Locate valve boxes in shrub and ground cover beds wherever possible.
- All components of irrigation system shall be installed and adjusted to provide adequate coverage and minimize overspray onto buildings and roads. Contractor is responsible for providing a complete working system.
- System is designed to operate with 65 psi with a max. 55 gpm at point of connection. Head layout and zones are based on this data and data shown in irrigation head key. Contractor shall verify gpm and psi at POC prior to commencing work. Notify Architect immediately if actual field data differs from this information.
- Irrigation laterals are sized starting at valve and continuing in direction of flow. Reductions in pipe size are labeled beginning downstream of nearest fitting. All laterals not sized are minimum 3/4" or same size as nearest adjacent pipe.
- G.P.M.

33.0

Zone number

7

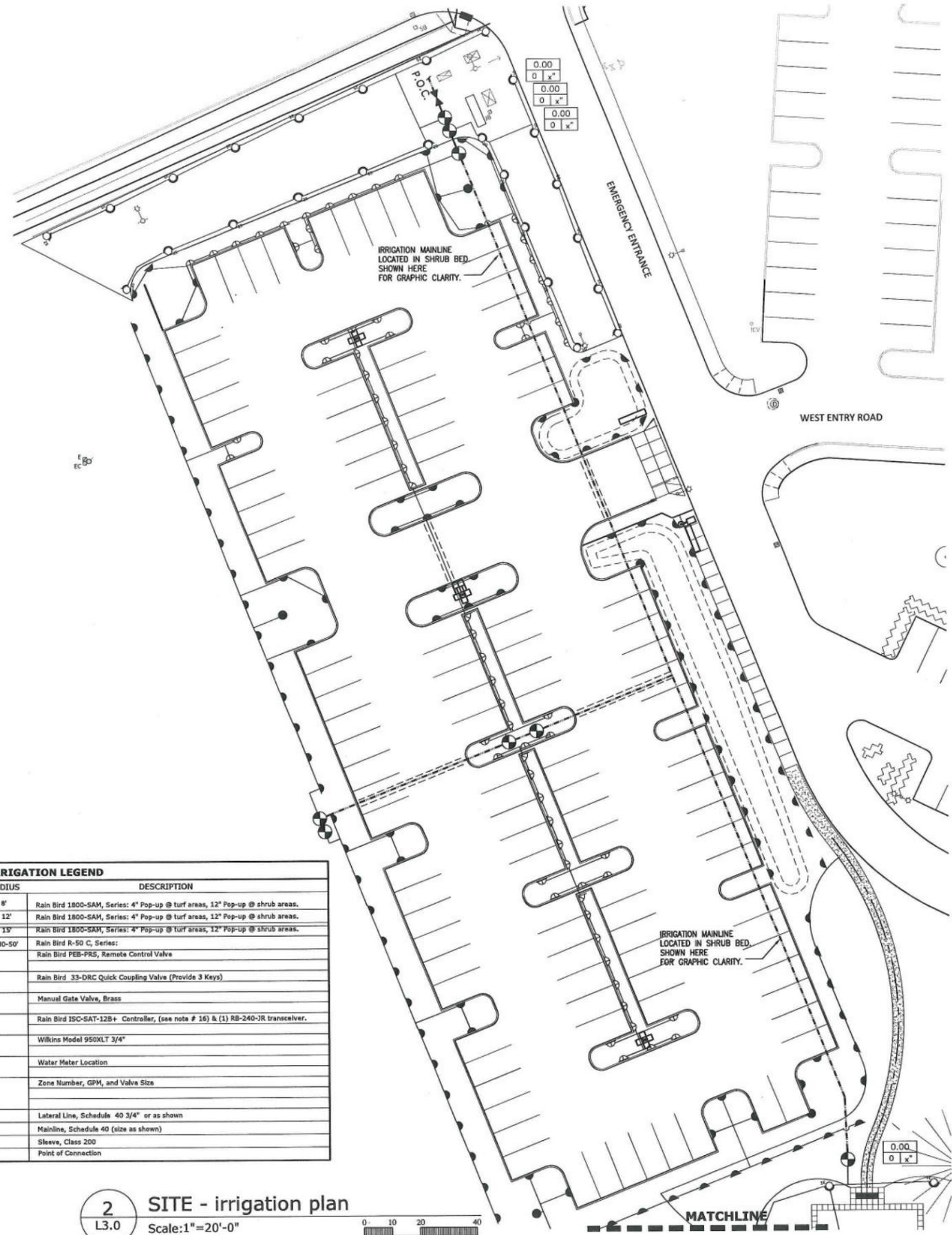
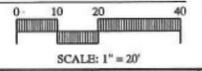
 Valve size

1"

- Install all irrigation pipe in minimum 4" pvc sleeve below all paved surfaces unless otherwise indicated on the plans.
- Provide 4" pop-up sprinkler heads for all lawn areas. Provide 6" pop-up sprinkler heads for all shrub beds adjacent to parking lots where sprinkler performance may be affected by automobile bumper overhang. Provide 6" pop-up sprinkler heads for all other shrub beds unless otherwise indicated on the plans. Lawn areas are labeled as such. All other planted areas shall be considered shrub beds.
- Contractor to verify need for back flow device, and prepare bid with separate price for back flow device.
- Irrigation controller enclosure assembly to have (1) RB 629318-03, cabinet assembly draw formed-gray; & (1) 629321-01 door assembly draw formed.

IRRIGATION LEGEND			
SYMBOL	PATTERN	P.S.I. RADIUS	DESCRIPTION
	360°, 270°, 180°, 90°, VAR	25 8'	Rain Bird 1800-SAM, Series: 4" Pop-up @ turf areas, 12" Pop-up @ shrub areas.
	360°, 270°, 180°, 90°, VAR	25 12'	Rain Bird 1800-SAM, Series: 4" Pop-up @ turf areas, 12" Pop-up @ shrub areas.
	360°, 270°, 180°, 90°, VAR	25 15'	Rain Bird 1800-SAM, Series: 4" Pop-up @ turf areas, 12" Pop-up @ shrub areas.
	360°, 270°, 240°, 180°, 90°, VAR	40 30-50'	Rain Bird R-50 C, Series: Rain Bird PEB-PRS, Remote Control Valve
			Rain Bird 33-DRC Quick Coupling Valve (Provide 3 Keys)
			Manual Gate Valve, Brass
			Rain Bird JSC-SAT-128+ Controller, (see note # 16) & (1) RB-240-JR transceiver.
			Wilkins Model 950XLT 3/4"
			Water Meter Location
			Zone Number, GPM, and Valve Size
			Lateral Line, Schedule 40 3/4" or as shown
			Mainline, Schedule 40 (size as shown)
			Sleeve, Class 200
			Point of Connection

2 SITE - irrigation plan
 L3.0 Scale: 1" = 20'-0"



Drawn 5/29/15 June 19, 2015 5:15 PM Working Files\JRA\200801-NP\Projects\Newberg\Construction\Drawings\Irrigation\Irrigation.dwg
 Providence Newberg Medical Center
 2015_JRA_Architects, Inc.

**HISTORIC PRESERVATION COMMISSION STAFF REPORT
516 S. COLLEGE STREET MODIFICATION/ALTERATION HISTORIC
REVIEW**

HEARING DATE: July 21, 2015

FILE NO: HISD3-15-001

REQUEST: Addition to a historic house

LOCATION: 516 S. College Street

TAX LOT: 3219AD 09301

APPLICANT: Molly Olson (represented by Therese DuBravac, Neil Kelly Co.)

OWNER: Molly & Steve Olson

ZONE: R-2

PLAN DISTRICT: Medium Density Residential (MDR)

OVERLAYS: Historic Landmark (H) Subdistrict

ATTACHMENTS:

- Order 2015-002 with
- Exhibit "A": Findings
 - Exhibit "B": Conditions
1. Aerial Photo
 2. Site Plan
 3. Application with Addendum
 4. Public Comments/Correspondence Received



"Working Together For A Better Community-Serious About Service"

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report.doc

- A. DESCRIPTION OF APPLICATION:** The applicant, Molly Olson, represented by Therese DuBravac, Neil Kelly Co., has requested a Historic Landmark Alteration, New Construction, Demolition review. The application proposes an approximately 603 square foot addition at the rear of the historic landmark residential structure and removal of a damaged garage/shop building. Other improvements include repairs to the chimney, siding and roof, concrete work for the driveway and sidewalks, and earthquake bracing. Interior work includes replacing old wiring and adding new plumbing.

The historic property is the George H. Laymen House constructed c.1910. Mr. Layman was a prominent civic leader serving as Mayor, secretary of the Chamber of Commerce, secretary of the Yamhill Republican Central Committee, and member of the Fernwood Grange, Presbyterian Church and Twelfth Judicial Bar Association.

B. SITE INFORMATION:

1. Location: 516 S. College Street
2. Size: 6,450 square feet
3. Topography: Flat
4. Current Land Uses: Single Family Residence
5. Natural Features: None
6. Adjacent Land Uses:
 - a. North: Single Family Residence
 - b. East: Single Family Residence
 - c. South: Single Family Residence
 - d. West: Single Family Residence
7. Access and Transportation: The property fronts S. College Street just north of E. Sixth Street. S. College Street is a residential street. S. College is a ___ right-of-way with a sidewalk in front of the house as well as a driveway apron. S. College also has a wide landscape strip between the curb and the sidewalk.
8. Utilities: The property is served by City sewer and water, PGE for electrical, NW Natural for gas and Comcast for cable.
 - a. Sanitary Sewer: Existing 8 inch line with an existing lateral to the property.
 - b. Water: Existing 4 inch line in S. College Street with a lateral to the property.

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- c. Storm: S. College Street drains to Sixth Street and connects to the storm system either east at S. Edwards Street or west at S. School Street.
- d. Other: Overhead utilities lines are located on both sides of S. College Street.

C. PROCESS: The historic review request is a Type III application and follows the procedures in Newberg Development Code 15.100.050. The Historic Preservation Commission will hold a quasi-judicial hearing on the application. The Commission is to make a decision on the application based on the criteria listed in the attached findings. The Historic Preservation Commission’s decision is final unless appealed. Important dates related to this application are as follows:

1. July 2, 2015: The Community Development Director deemed the application complete.
2. June 25, 2015: The applicant mailed notice to the property owners within 500 feet of the site.
3. June 29, 2015: The applicant posted notice on the site.
4. June 29, 2015: Notice was posted in four public locations.
5. July 1, 2015: The *Newberg Graphic* published notice of the Historic Preservation Commission hearing.
6. July 21, 2015: The Historic Preservation Commission will hold a quasi-judicial hearing to consider the application.

D. AGENCY COMMENTS: The application was routed to several public agencies for review and comment. Comments and recommendations from city departments have been incorporated into the findings and conditions. As of the writing of this report, the city has not received any outside agency comments.

E. PUBLIC COMMENTS: As of the writing of this report, the city has received one written comment on the application. The comment is included in Attachment 4. If the city receives additional written comments by the comment deadline, planning staff will forward them to the commissioners. The comment in summary is supporting the project.

F. ANALYSIS: The application proposes an approximately 603 square foot addition at the rear of the historic landmark residential structure and removal of a damaged garage/shop building. Other improvements include repairs to the chimney, siding and roof, concrete work for the driveway and sidewalks, and earthquake bracing. Interior work includes replacing old wiring and adding new plumbing.

G. PRELIMINARY STAFF RECOMMENDATION: The preliminary staff recommendation is made in the absence of public hearing testimony, and may be modified subsequent to the close of the public hearing. At this writing, staff recommends the following motion:

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Move to adopt Historic Preservation Commission Order 2015-002, which approves the requested historic review with the attached conditions.

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HISTORIC PRESERVATION COMMISSION ORDER 2015-002

AN ORDER APPROVING HISTORIC REVIEW HISD3-15-001 FOR A BUILDING ADDITION, GARAGE/SHOP DEMOLITION AND MINOR BUILDING AND SITE MODIFICATIONS AT 516 S. COLLEGE STREET, YAMHILL COUNTY TAX LOT 3219AD 09301

RECITALS

1. Molly Olson, represented by Therese DuBravac, Neil Kelly Co., submitted an application for a historic review application for a 603 square foot building addition, demolition of a garage/shop, and minor modifications including repairs to the front chimney, siding and roof, concrete work for the driveway and sidewalks, and earthquake bracing at 516 S. College Street, Yamhill County Tax Lot 3219AD 09301.
2. After proper notice, the Newberg Historic Preservation Commission held a hearing on July 21, 2015 to consider the application. The Commission considered testimony and deliberated.
3. The Newberg Historic Preservation Commission finds that the application meets the applicable criteria as shown in the findings shown in Exhibit "A".

The Newberg Historic Preservation Commission orders as follows:

1. Historic Review Application HISD3-15-001 is hereby approved, subject to the conditions contained in Exhibit "B". Exhibit "B" is hereby adopted and by this reference incorporated.
2. The findings shown in Exhibit "A" are hereby adopted. Exhibit "A" is hereby adopted and by this reference incorporated.
3. This order shall be effective August 5, 2015 unless appealed prior to that date.
4. This order shall expire one year after the effective date above if the applicant does not obtain a building permit pursuant to this application by that time, unless an extension is granted per Newberg Development Code 15.225.100.

Adopted by the Newberg Historic Preservation Commission this 21st day of July, 2015.

ATTEST:

Historic Preservation Commission Chair

List of Exhibits:

Exhibit "A": Findings

Exhibit "B": Conditions

Historic Preservation Commission Secretary

"Working Together For A Better Community-Serious About Service"

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Exhibit “A” to Historic Preservation Commission Order 2015-002
Findings –File HISD3-15-001
516 S. College Street

A. Historic Landmark Review Criteria That Apply - Newberg Development Code 15.344.030.

The Historic Preservation Commission, in considering applications for permit approval for any alteration, shall base their decision on substantial compliance with the following criteria and guidelines.

a. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. Specific design elements which must be addressed include:

i. Average setback. When a new structure is being constructed on an infill lot, the front yard setback shall be the same as the buildings on either side. When the front setbacks of the adjacent buildings are different, the front setback of the new structure shall be an average of the two.

Finding: The proposal is for an addition to an existing house and demolition of an ancillary garage/shop structure. The proposal is not a new structure on an infill lot. The front setback is not proposed to be modified and will retain the existing setback to the S. College Street right-of-way.

ii. Architectural elements. The design shall incorporate architectural elements of the city’s historic styles, including Queen Anne, Colonial Revival, Dutch Colonial Revival, and Bungalow styles. Ideally, the architectural elements should reflect and/or be compatible with the style of other nearby historic structures. Typical design elements which should be considered include, but are not limited to, “crippled hip” roofs, Palladian-style windows, roof eave brackets, roof dormers, and decorative trim boards.

Finding: The architecture of the existing house is classified as Bungalow. The design of the proposed addition will be consistent with the architectural style of the existing house while not replicating the material of the existing house. The roof will be gabled in a similar style to the existing house. Siding will match the general design of the existing house’s siding with lap siding that is wider at the base and is narrower above the windows. The new siding on the addition will have a flat face while the siding on the existing structure has a curve milled into the face. The north and south elevations of the addition will have partial eave returns that mirror the eave returns on the front elevation of the house. Roofing material will be black architectural composition shingle. The existing structure will also be finished with the same black architectural composition shingle roofing material. Windows for the addition will be vinyl to match the existing vinyl windows.

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Other minor modifications to the structure will include repair and restoration of the front chimney, removal of the rear chimney that is no longer used, removal of the plywood window boxes and repairing the siding on the front of the structure. The proposal meets the requirement.

iii. Building orientation. The main entrance of the new structure shall be oriented to the street. Construction of a porch is encouraged but not required. Such a porch shall be at least six feet in depth.

Finding: The main entrance will remain for the existing house and is oriented to the street. The front of the building also has an existing porch. Two new doors will be added for the building addition at the rear of the house, but will not be visible from S. College Street. The proposal meets the requirement.

iv. Vehicle parking/storage. Garages and carports shall be set back from the front facade of the primary structure and shall relate to the primary structure in terms of design and building materials.

Finding: The existing detached garage/shop located at the rear of the site is proposed to be removed. The garage/shop currently has a one foot setback to the south interior property line that does not meet the five foot setback requirement of Newberg Municipal Code 15.410.030A.1. No new garage/shop is proposed to replace the existing garage/shed.

v. Fences. Fences shall be built of materials which are compatible with the design and materials used in the primary structure.

Finding: There are existing fences located on the east and north property lines that are chain link. The fences are proposed to be replaced with wooden fencing. Wooden fencing would be more compatible with the materials used on the exterior of the existing house and proposed addition. A picket fence is also located in the front yard. The proposal meets the requirement.

b. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Finding: With the exception of the proposed garage/shop demolition the Bungalow style architecture of the main house will be retained. The addition at the rear of the house will be similar to the architectural style of the existing house, as noted in the design drawings, but with enough variation in materials to represent that the addition was constructed at a later time period than the existing house. The minor repairs to the front chimney, and siding where the window boxes are located do not create a false sense of historical development. The proposed addition is not meant to create a false sense of historical development. Rather, it is meant to blend and be compatible with the original historical structure that they are a part of by implementing specific design elements. The proposal meets the requirement.

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c. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Finding: The existing house has undergone several changes over time while still retaining its overall historic characteristics. The garage/shop is estimated to have been constructed in 1950. The deteriorated nature of this structure due to wood rot, failing concrete and plywood door for the garage/shop necessitates its removal. The garage/shop has little architectural value. As noted in the applicant's material rebuilding the garage/shop would cost more than the current value of the structure, plus it does not meet the required 5-foot setback to the interior south property line.

d. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved to the extent possible.

Finding: The existing house will all be preserved. The only changes will be the new architectural composition shingles, repair of the front chimney and removal of the plywood window boxes. Current distinctive exterior architectural features, finishes and construction techniques will be retained and meet the requirement.

e. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall reasonably match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Finding: The detached garage/shop that is located at the rear of the existing house is the most deteriorated and dilapidated structure on the site. Demolition of this structure and construction of an addition to the rear of the existing house is proposed. The new addition will have a similar shape and roof line as the existing house and the exterior appearance will be made to be similar to the existing siding detailing of the house and meets the requirement.

f. Chemical or physical treatments, such as sandblasting, that cause extensive damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Finding: The application indicates that no sandblasting or chemical treatments will be used in the repairs to the existing house.

g. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Finding: There are no known archeological resources on or adjacent to the site.

h. New additions, exterior alterations, or related new construction shall not

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destroy historic character of the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Finding: The proposed addition would not destroy the historic character of the property and would instead be similar to the distinctive historic features of the original house in order to ensure compatibility and preserve the historic integrity of the property. The addition will be differentiated from the old in the style of siding material, pitch of the roof and height of the addition. The addition will be shorter in height than the original house and therefore will be compatible with the massing, size and scale of the house. The paving of the driveway will replace the existing gravel driveway. The driveway paving is to be completed prior to issuance of a Certificate of Occupancy.

i. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Finding: The proposed addition would be constructed at the rear of the existing house. As stated in the application the setback of the addition will be more than the five feet required for an interior yard in Newberg Municipal Code 15.410.030A.1. The applicant also states that the lot coverage of the property after the addition will be under the 60% requirement of Newberg Municipal Code 15.405.040B.3.a. The setback and building coverage will be confirmed for compliance with the Newberg Municipal Code at the time of building permit review. The addition is designed such that if it were removed in the future the former rear (east elevation) of the house could be re-established to represent the essential form and historic integrity of the historic house.

B. The Newberg Municipal Code 12.05.090 Permits and Certificates

Newberg Municipal Code section 12.05.090 Permits and certificates requires the following:

A. Concurrent with the issuance of a building permit for the construction of a building for residential use or business structures or an addition to a dwelling or business structure, the value of which is \$30,000 or more except as the city engineer may require on building permits of lesser value in accordance with NMC 12.05.040, the owner, builder or contractor to whom the building permit is issued shall meet the following requirements:

1. Construct a sidewalk within the dedicated right-of-way for the full frontage in which a sidewalk in good repair does not exist. The sidewalk construction shall be completed within the building construction period or prior to issuance of an occupancy permit, whichever is the lesser.

2. Dedicate right-of-way in accordance with the city transportation plan.

B. The city engineer may issue a permit and certificate allowing noncompliance with the provisions of subsection (A) of this section to the owner, builder or contractor when, in the city engineer's opinion, the construction of a sidewalk is impractical for one or more of the

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following reasons:

1. Sidewalk grades have not and cannot be established for the property in question within a reasonable period of time.
2. Future installation of public utilities or street paving would, of necessity, cause severe damage to existing sidewalks.
3. Topography or contours make the construction of a sidewalk impractical.
4. The noncompliance provided in subsection (B)(1) of this section shall be temporary and shall cease to exist when grades are established for sidewalks by the public works department or when public utilities or street paving have been constructed. The permit shall indicate the reason for its issuance.

C. If the owner, builder or contractor considers any of the requirements impractical for any reason, they may appeal the decision to the planning commission.

D. If a sidewalk is not constructed within the time required by this section, then the city may construct it for the full street frontage in front of the property and proceed with the construction, assessment and collection of costs as provided for in NMC 12.05.070. [Ord. 2048, 3-2-81; Ord. 1857, 5-2-77; Ord. 929, 7-2-40. Code 2001 § 96.09.]

The addition to the dwelling is estimated to be more than \$30,000. The sidewalk along the frontage of the property is in need of repair due to the sidewalk being damaged from root structures of street trees that were approved for removal under MISC-15-002. The applicant shall comply with the provisions of Newberg Municipal Code 12.05.090 Permits and Certificates for sidewalk improvements along S. College Street as a condition of approval.

- C. **CONCLUSION:** Based on the above mentioned findings, the project meets the required criteria within the Newberg Development Code, subject to completion of the attached conditions:

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**Exhibit “B” to Historic Preservation Commission Order 2015-002
Conditions –File HISD3-15-001
516 S. College Street**

A. THE FOLLOWING MUST BE COMPLETED BEFORE THE CITY WILL ISSUE A BUILDING PERMIT:

1. **Permit Submittal:** Submit a building permit application for the building addition.
2. **Conditions of Approval:** Either write or otherwise permanently affix the conditions of approval contained within this report onto the first page of the plans submitted for building permit review.
3. **Public Improvement Construction Drawings:** Provide construction drawings for review and approval by the Public Works Engineering Department. Include the following:
 - a. The applicant shall comply with the provisions of Newberg Municipal Code 12.05.090 Permits and Certificates for sidewalk improvements along S. College Street.

B. THE FOLLOWING MUST BE ACCOMPLISHED PRIOR TO OCCUPANCY

1. Construct the sidewalk improvements required by Newberg Municipal Code 12.05.090.
2. Pave the driveway.
3. **Site Inspection:** Contact the Building Division (503-537-1240) for Building, Mechanical, and Plumbing final inspections. Contact Yamhill County (503-538-7302) for electrical final inspections. Contact the Planning Division (503-537-1240) for historic review final inspections.

C. DEVELOPMENT NOTES

1. None

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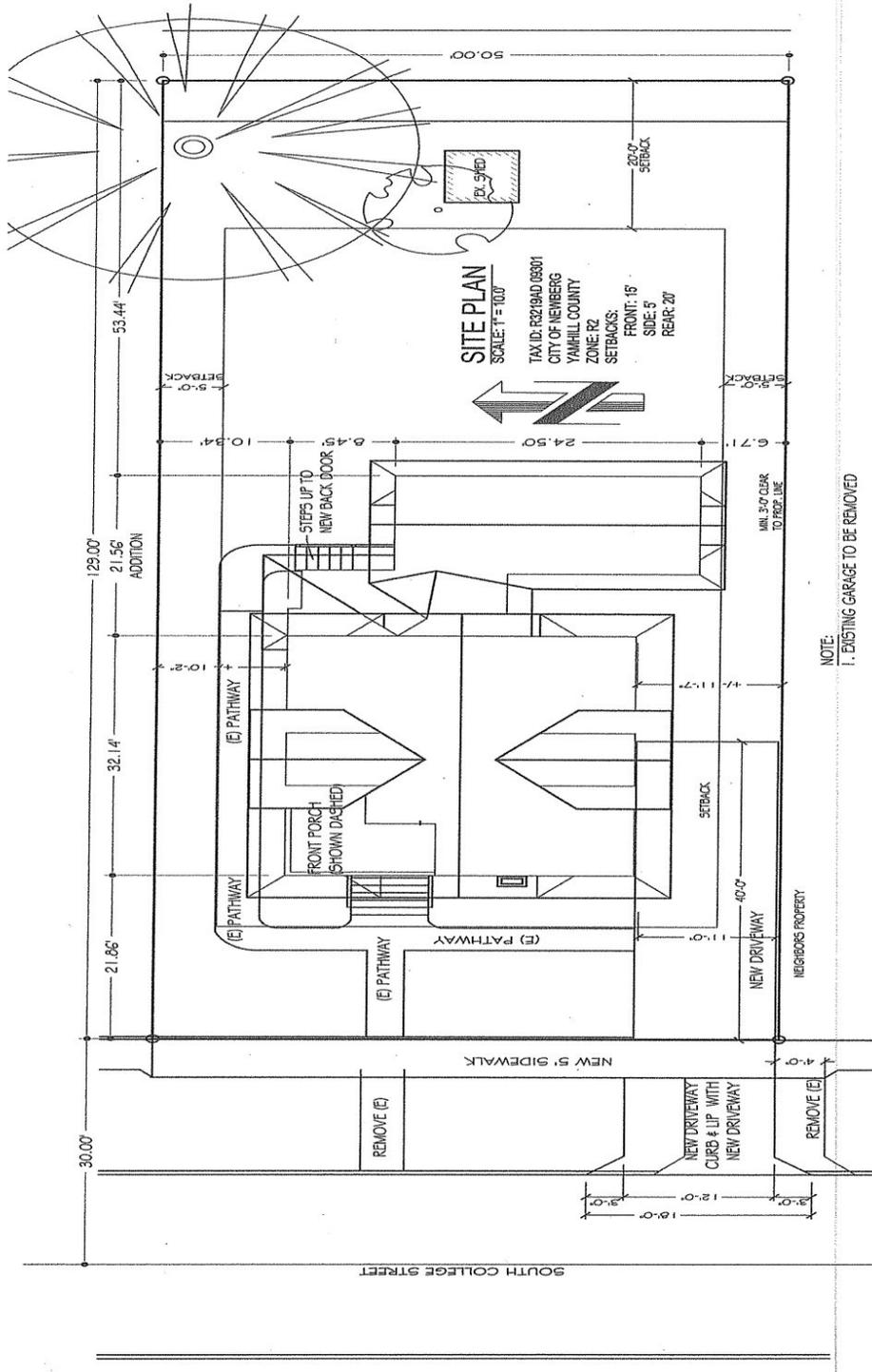
Attachment 1: Aerial Photo



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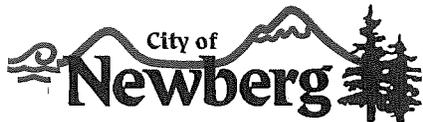
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Attachment 2: Site Plan



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**TYPE III APPLICATION - 2015
(QUASI-JUDICIAL REVIEW)**

File #: H15D-15-01

TYPES – PLEASE CHECK ONE:

- Annexation
- Comprehensive Plan Amendment (site specific)
- Zoning Amendment (site specific)
- Historic Landmark Modification/alteration

- Conditional Use Permit
- Type III Major Modification
- Planned Unit Development
- Other: (Explain) _____

APPLICANT INFORMATION:

APPLICANT: Molly Olson (represented by Thorse DuBravac, Neil Kelly Co.)
 ADDRESS: 516 S. College St.
 EMAIL ADDRESS: molly.olson@intel.com
 PHONE: 971-285-1497 MOBILE: _____ FAX: _____
 OWNER (if different from above): Molly & Steve Olson PHONE: 971-285-1497
 ADDRESS: 516 S. College St.
 ENGINEER/SURVEYOR: Dr. Signer: Thorse DuBravac PHONE: 971-221-2758
 ADDRESS: Neil Kelly Co., 804 N. Alberta St., Portland OR 97217

GENERAL INFORMATION:

PROJECT NAME: 516 S. College Addition PROJECT LOCATION: 516 S. College St.
 PROJECT DESCRIPTION/USE: Historic review: Addition to a historic house
 MAP/TAX LOT NO. (i.e. 3200AB-400): 3219AD-9301 ZONE: R-2 SITE SIZE: 6450 SQ. FT. ACRE
 COMP PLAN DESIGNATION: MOR TOPOGRAPHY: flat
 CURRENT USE: single family home
 SURROUNDING USES:
 NORTH: single family res. SOUTH: single family res. (school across 6th)
 EAST: single family res. WEST: single family res.

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: Fees Public Notice Information Current Title Report Written Criteria Response Owner Signature

For detailed checklists, applicable criteria for the written criteria response, and number of copies per application type, turn to:

Annexation	p. 15
Comprehensive Plan / Zoning Map Amendment (site specific)	p. 19
Conditional Use Permit	p. 21
Historic Landmark Modification/Alteration	p. 23
Planned Unit Development	p. 26

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

Molly H Olson 6/12/15
 Applicant Signature Date

Molly H Olson 6/12/15
 Owner Signature Date

Molly Olson
 Print Name

Molly Olson
 Print Name

Attachments: General Information, Fee Schedule, Noticing Procedures, Planning Commission Schedule, Criteria, Checklists

Historic Landmark Modification review for 516 S. College Street

Request: Approval to add a main floor bedroom addition to the back of the house, and remove a damaged garage building. The house is on Newberg's Historic Landmark list, and the project will change the exterior appearance of part of the site. The project requires a Type III historic landmark modification application, and review by the Newberg Historic Preservation Commission. The house was built in 1910 and is primarily considered historic because of its association with George Layman, a former Mayor.

View from College Street (west elevation)



Location



Project overview:

Overall goal: Renovate the house (built 1910) so it will last another hundred years, remove the damaged garage, and add a main floor bedroom for future use by older relatives.

Some projects we have already completed that will help preserve the house:

- Basement repair – Installed a sump pump and perimeter interior drain to stop annual basement floods. This will stop the wood rot in the basement support beams and keep the structure solid.
- Electrical – replaced most of the ancient knob-and-tube electrical wiring (a potential fire hazard)
- Added insulation to walls and sealed gaps.

What we are proposing to do now:

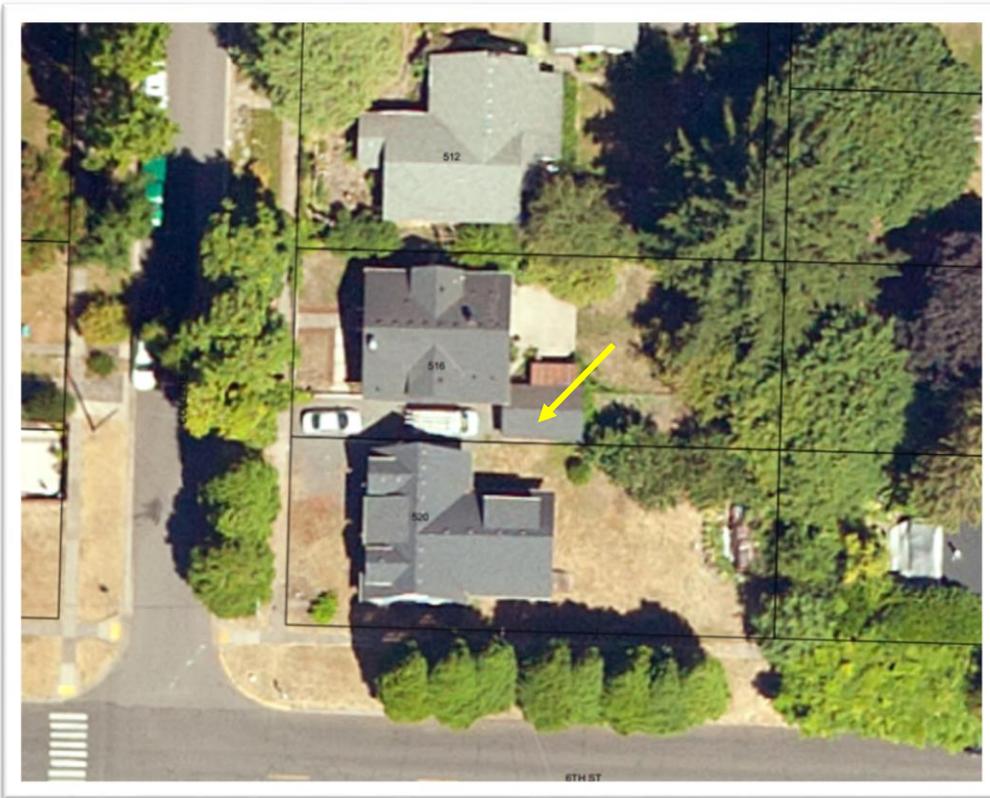
- Historic modification review items (changes that affect the exterior appearance):
 - Remove the garage building. It is a detached structure, not an original part of the site, and is setback from the street so it is a minor part of the visual character of the site. The floor slab is the foundation, and is heavily damaged with cracks and holes. The wooden sill of the garage sits directly on the slab, which has led to some wood rot. The structure is not feasible to repair, so we propose to remove it.
 - Build an addition onto the back of the house, largely where the garage is now located. The addition is primarily to add a main floor bedroom. The addition will be one-story and setback from the street, so like the garage it will be a minor part of the visual character of the site. The addition is designed to complement and preserve the historic character of the site, and will have a roof design and siding that are similar to the existing house. The exterior appearance of the existing main house will not change. Most of the addition will not be visible from the street; what is visible will harmonize with the historic character of the house.
- Other repairs: Replace the sidewalk and driveway approach, pave the driveway, rebuild the front steps, repair the front chimney masonry, repair the roof, and add some earthquake bracing to tie the structure to the foundation. We will also replace the rest of the old wiring, and bring the plumbing up to code.

Attachments:

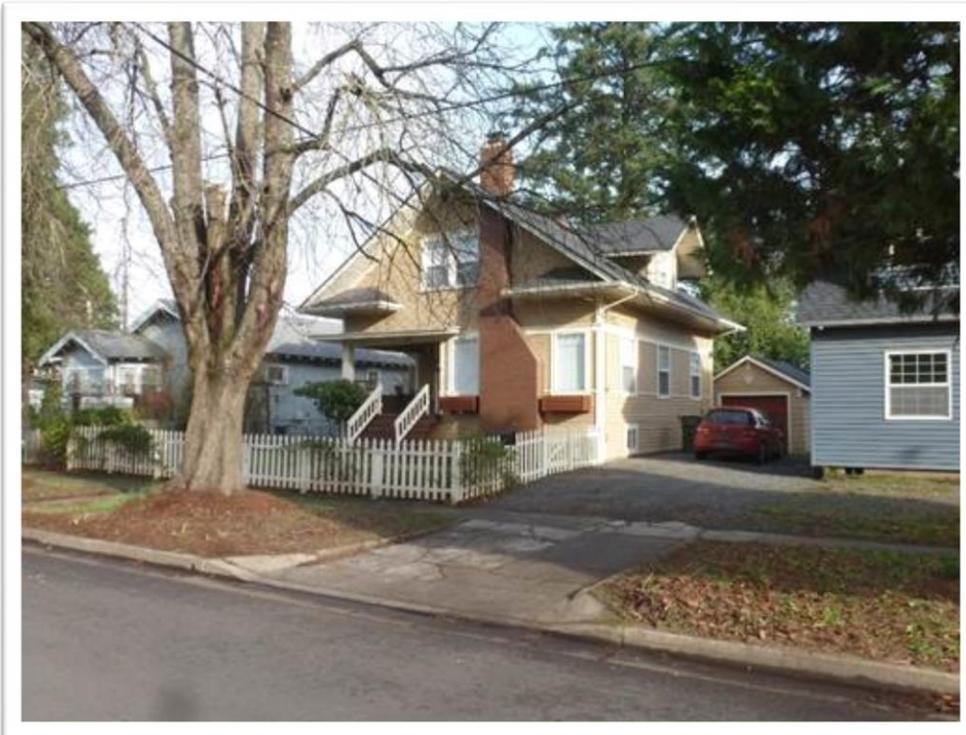
- Newberg Historic Inventory description
- Existing conditions site plan
- Proposed site plan, proposed floor plan, proposed elevations
- Home inspection report

Existing conditions - photos:

Aerial view (2014). The arrow indicates the garage to be removed



View from College Street



View down the driveway of 516 S. College. The garage is approx. 1 foot from the property line of 520 S. College (gray house).



House on left (lap siding), garage on right (shingle siding, plywood tilt-up door)



Side view of garage: detached, with shingle siding



Damaged foundation slab in garage



Damaged foundation slab in garage. Wooden sill sits directly on slab, resulting in some wood rot.



History of house:

1990 photo of 516 S. College from city historic inventory



The Historic Inventory information shows that the house was built in 1910, and is primarily considered historic because of its association with George Layman, a former Mayor and prominent resident.

The garage was built approximately 1950, based on the construction type. The data in the building permit file are vague. It appears to have been used more as a shop than as a garage. The 1990 historic inventory photo above shows that a tree was growing in front of the garage entrance at that point. The garage is setback far from the street, and was largely hidden by the tree in 1990 when the house became a historic landmark; it seems clear that the garage was not a prominent part of the historic character of the site. Removal of the garage would not diminish the historic significance of the house. It would also be very expensive to repair the garage, as the floor slab, which is also the foundation, is heavily damaged and webbed with cracks. The wooden sill boards also have some wood rot. In addition, the garage has a non-conforming setback; it is only 1 foot from the property line, when the required setback is 5 feet. If the garage was rebuilt it would have to be moved 4 feet to the north.

Previous owners of the house made some other changes that affected the appearance of the house. The ivy was removed sometime after 1990, and railings were added to the front steps. The wood windows were replaced with vinyl windows, and plywood window boxes were added to the front. A sheet of plywood was added to the front of the garage door when the original door was damaged.

The site originally consisted of two lots, and the 1910 house was built on the northern lot. The southern lot was used as a yard, and had a small outbuilding. The most significant change to the site occurred about 7 years ago, when the owners at that time sold the southern lot to a developer. The developer moved a house to the southern lot (520 S. College Street), but unfortunately the house has not been finished yet.

Nonconforming setback: The garage at 516 S. College Street was built approximately one foot from the property line. This was not a significant issue when both lots were owned by one property owner, but this is now a problem since the southern lot was sold and a house was placed on the property. It is practically impossible to paint or repair the outside wall of a garage building that is one foot from the property line, unless the neighbor allows you to use their property for access. Removal of the garage would allow the site to conform to the zoning setbacks, and remove a long-term maintenance problem.

New addition:

The attached elevation, floor plan and site plan drawings show that the proposed 603 square foot addition will extend off the back of the house and be partly visible from the street. It will slightly enlarge the kitchen, add an entry off the driveway, and a main floor bedroom/bathroom. The entry will include space for a future lift, as the main floor is 4 feet above the ground level and an accessible ramp would be too long (approx. 48 feet).

The addition is designed to meet current Development Code requirements: It is setback over 5 feet from the side property line, and the overall lot coverage is well under the 50% maximum allowed in the R-2 zone.

In order to meet the historic review criteria the addition is designed to match the general style of the house to preserve the historic character, but include some differences in the detailing so it would be identifiable as an addition. The gabled roof of the addition will be similar in style to the existing roof and will use black asphalt architectural composition shingles (see roof repair below). The siding on the addition will match the general design of the existing house siding; the lap siding will be wider towards the base, and narrower above the windows. The siding on the addition will have a flat face, however, while the siding on the existing house has a curve milled into the face. From a distance, the new addition will be in harmony with the historic character of the house. Once on the property, however, it would be clear that the addition is a newer part of the building. The addition is setback from the street and behind the main house, so it will have a limited impact on the visual character of the house.

Other proposed changes:

- Rebuild the front stairs: The stairs have some wood rot, and loose railings. The risers are uneven, and don't meet current Building Code. The stairs will be rebuilt to meet the Building Code. The railings will be connected to the side walls to add stability, but otherwise the new front stairs will be very similar to the existing stairs.
- Chimney repair: The masonry on the front chimney will be repaired. The back chimney is also damaged, and will be removed. Its only purpose was to serve as an exhaust pipe for the furnace, which it no longer does (would not meet current Building Code). The rear chimney is near the back of the building, and is not very noticeable from the street. Its removal will not have a negative impact on the historic character of the house.
- Siding repair: The front window boxes are not original, and will be removed. Siding will be repaired.
- Roof repair: The existing roof is near the end of its useful life, and will be replaced. The current shingles are black asphalt composition shingles. The roof of the house and the addition will have matching shingles; black asphalt architectural composition shingles. These are similar to the existing flat black shingles, but will add some depth and texture to the roof.
- Concrete work: Replace the front sidewalk and driveway approach, pave the driveway. The driveway approach currently overlaps onto 520 S. College slightly; when the approach is replaced it will be shifted approximately two feet north to conform to the property line.
- Add some earthquake bracing to tie the structure to the foundation. This will not be visible from the exterior.

Criteria Response:

Chapter 15.344

HISTORIC LANDMARKS (H) SUBDISTRICT

15.344.030 Alteration, new construction, demolitions.

3. Historic Preservation Commission Review Criteria and Guidelines Type III. Excluding routine maintenance and minor alterations subject to director review, requests to alter a designated landmark in such a manner as to affect its exterior appearance shall be reviewed for permit approval by the historic preservation commission using the Type III procedure. The historic preservation commission, in considering applications for permit approval for any alteration, shall base their decision on substantial compliance with the following criteria and guidelines:

a. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. Specific design elements which must be addressed include:

i. Average Setback. When a new structure is being constructed on an infill lot, the front yard setback shall be the same as the buildings on either side. When the front setbacks of the adjacent buildings are different, the front setback of the new structure shall be an average of the two.

ii. Architectural Elements. The design shall incorporate architectural elements of the city's historic styles, including Queen Anne, colonial revival, Dutch colonial revival, and bungalow styles. Ideally, the architectural elements should reflect and/or be compatible with the style of other nearby historic structures. Typical design elements which should be considered include, but are not limited to, "crippled hip" roofs, Palladian-style windows, roof eave brackets, roof dormers, and decorative trim boards.

iii. Building Orientation. The main entrance of the new structure shall be oriented to the street. Construction of a porch is encouraged but not required. Such a porch shall be at least six feet in depth.

iv. Vehicle Parking/Storage. Garages and carports shall be set back from the front facade of the primary structure and shall relate to the primary structure in terms of design and building materials.

v. Fences. Fences shall be built of materials which are compatible with the design and materials used in the primary structure.

Finding: The house at 516 S. College Street was built circa 1910 in the bungalow style. It has a recessed front porch, two different types of lap siding, and black asphalt composition roof shingles. It is primarily considered historic because of its association with George Layman, a former mayor and prominent civic leader. There is a detached garage building that was built approximately 1950, based on the construction type. It is not original to the site, has shingle siding instead of lap siding, and a plywood door. The garage also has a heavily damaged foundation slab and some wood rot.

The proposed project would primarily make two changes that affect the exterior appearance of the house: 1) Remove the garage building; and 2) Build an addition onto the back of the house.

The 1990 historic inventory photo shows that a tree was growing in front of the garage entrance at that point. The garage is setback far from the street, and was largely hidden by the tree in 1990 when the house became a historic landmark; it seems clear that the garage was not a prominent part of the historic character of the site at

the time it became a designated landmark. Removal of the garage would not diminish the historic character or significance of the house. It would also be very expensive to repair the garage, as the floor slab, which is also the foundation, is heavily damaged and webbed with cracks and holes. The wooden sill boards also have some wood rot.

Previous owners of the house made some other changes after 1990 that affected the appearance of the house. The ivy was removed, and railings were added to the front steps. The wood windows were replaced with vinyl windows, and plywood window boxes were added to the front. A sheet of plywood was added to the front of the garage door when the original door was damaged.

The site originally consisted of two lots, and the 1910 house was built on the northern lot. The southern lot was used as a yard, and had a small outbuilding. The most significant change to the site occurred about 7 years ago, when the owners at that time sold the southern lot to a developer. The developer moved a house to the southern lot (520 S. College Street), which is still a work in progress. The significant aspect of the house at 520 S. College Street from a historic perspective is that it blocked the view of 516 S. College from the south, and turned it from a large corner lot to a narrower lot facing College Street.

The proposed new addition will have a relatively small impact on the historic character of the site because it will be behind the main house and only partly visible from the street. The addition has been designed to match the general style of the house to preserve the historic character of the site. The gabled roof of the addition will be similar in style to the roof of the house, and will have black asphalt architectural composition roof shingles (the roof of the main house will be repaired, and will use matching shingles). The siding on the addition will match the general design of the house siding, with wider lap siding below the windows and narrow lap siding above. The siding on the addition will have a flat face, however, while the siding on the main house has a curve milled into the face. The criteria call for new additions to preserve the character of the site, but also to be differentiated. From a distance, the new addition will blend with the historic character of the house. Up close, however, it will be clear that the addition is a newer part of the house and is differentiated because of the siding.

The proposal includes some other minor repairs that do not significantly affect the appearance or historic character of the house. The front steps will be rebuilt so the steps meet the Building Code for riser height and railings, but the appearance will be very similar to the existing stairs. The front chimney will be repaired and restored, but the rear chimney will be removed. The rear chimney is a small chimney at the back of the house, whose sole function was to serve as an exhaust pipe for the furnace. This no longer meets the Building Code, and a new furnace vent has been installed. The chimney has crumbling masonry. This rear chimney is not very visible from the street, so its removal will not diminish the historic appearance of the house. The plywood window boxes will be removed and the front siding repaired, which will help restore the historic character of the house.

The criteria note some specific design elements that must be addressed:

- Average setback: The front setback will not be changed, as both the garage and addition are off the back of the building.
- Architectural elements: The main house is a bungalow, and the addition incorporates a similar roof design and siding design to be compatible with the historic structure. The windows on the addition will match the existing vinyl windows on the historic house to make the addition visually compatible.
- Building orientation: This is an addition to the back of the house, not a new separate building, so the main door of the house will remain where it currently is.

- Garages/carports: The existing garage, which was actually a shop building, is being removed. The vehicle parking will remain in the driveway, as before. There will not be a garage or carport near the front façade of the house.
- There is a wooden picket fence in the front yard, which will be retained. The chain link fence around the back and sides of the house will be replaced with a wooden fence, which will make it more compatible with the historic house.

Overall, the proposed project complies with the criteria because it preserves the historic character of the property. It repairs and restores some historic features of the house, while leaving the main house largely unchanged. It removes a garage that was not original to the house, and which was not a significant part of the historic character of the site. The addition has been designed to harmonize with the historic character of the house, and placed behind the house so that it will have a minor impact on the visual character of the site.

b. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

c. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

d. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved to the extent possible.

e. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall reasonably match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Finding: The proposal does not add architectural elements from other buildings, or attempt to create a false sense of historical development. The front window boxes will be removed to restore the appearance of the front of the house. The garage building is not original to the house, and the best estimate is that it was built in the 1950s. Removal of the garage will not impact the historic character of the house because the garage has not acquired historic significance in its own right. When the site was reviewed in 1990 as part of the city's historic inventory the garage was largely blocked from view by a tree, and located off the back corner of the house. It seems clear that the garage was not a significant part of the historic character of the property at the time the site became a designated local historic landmark. The distinctive features of the house will remain unchanged by the addition and repairs. The deteriorated front chimney and front steps will be repaired, not replaced. If any of the existing siding is found to have rot and need replacement then it will be replaced with new siding that has been milled to be a match for the existing siding.

f. Chemical or physical treatments, such as sandblasting, that cause extensive damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

g. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

h. New additions, exterior alterations, or related new construction shall not destroy the historic character of the property. The new work shall be differentiated from the old and shall be compatible with the

massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

i. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Finding: No sandblasting or harsh cleaning methods will be used. There are no known archaeological resources on the site. The new one-story addition will not destroy the historic character of the property because it has been designed to match the mass and scale of the main house, and placed on the rear of the house so that it will largely not be visible from the street. The gabled roof style, windows, and siding pattern will match those of the main house. The siding will have a flat instead of milled face, to provide some differentiation from the historic structure. The location of the addition off the back of the main house means that it could be removed in the future without impairing the integrity of the historic property.

The section below applies to the cost of repairing the garage.

15.344.040 Exceptions for economic hardship.

A. When the applicant has demonstrated an economic hardship as a result of the provisions of this code, the commission or city council may relax the requirements of the ordinance, provided the relaxation is consistent with the purpose of this chapter as stated in NMC 15.344.010. Any relaxation of requirements shall be the minimum necessary to alleviate the economic hardship. In determining whether an exception due to economic hardship is justified, the commission or city council shall consider the following factors:

- 1. Estimated cost of rehabilitation;*
- 2. Estimated market value of property in current condition and after proposed construction;*
- 3. Potential income from property if income-producing;*
- 4. Any other economic information deemed relevant to the decision; and*
- 5. Economic, social, environmental, and energy consequences of the exception.*

B. The applicant shall provide adequate documentation to justify an economic hardship. The information shall be provided on a form available from the director. [Ord. 2764 § 1 (Exh. A § 4), 10-7-13; Ord. 2451, 12-2-96. Code 2001 § 151.493.]

Finding: The state of the garage is beyond repair and renovation is not an option. As seen in the photograph on page 6, the garage floor/concrete slab exhibits significant decay and failure. It is split by a large crack, and is webbed with cracks and holes. The wooden sill boards of the garage are sitting directly on the concrete slab, and have some wood rot. The garage door is also damaged, and is held together with a heavy plywood sheet. The roof has significant moss and deterioration as well and would also need a complete new roof system. Repairing the foundation and structure would cost more than the building is worth. Given that the garage is not original to the house and not a significant part of the historic character of the house it would be reasonable to allow the removal of the damaged garage structure. Finally, in its current position on the site, it is non-conforming to current building setbacks. It is setback 1 foot from the property line, when the required setback is 5 feet. If the structure was rebuilt it would then have to comply with current setbacks and building codes, which would reduce the size to almost half of its existing size.

Newberg Historic Landmark inventory information

CITY OF NEWBERG
HISTORIC RESOURCE INVENTORY EVALUATION CRITERIA

Ranking 5

Total Points: 39.5
Resource Address: 516 S. College
Resource No: 39

A. Historic Considerations: (2.0) x Score 5

The Resource is:
Associated with past events, trends, or values that may be either cultural, economic, social or political.
Associated with a group or organization relevant to city, county, state or national history.
5 Associated with the life or activities of a person significant in the past locally, statewide or nationally.

Rating 10.0

C. Physical Integrity (1.5) x Score 5

The Resource:
5 Retains integrity of original design, crafting and materials to identify period construction and alterations are compatible with original design.

Rating 7.5

D. Site Integrity (1.5) x Score 4.0

3 Resource is on original site.
3 Contributes to its immediate environment, or to the character or physical development of the neighborhood or city.
Site contributes to the resource's integrity.

Rating 6.0

B. Architectural Considerations: (4.0) x Score 3 Rating 12.0

The Resource is significant under the following Criteria:
3 Style: Materials. Construction: Embodies the distinctive characteristics of a type, period or method of construction.
Rarity: Resource is one of the only or one of a few remaining resources of its type in the area.
Architect/Builder: Resource is the work of a major local architect, builder or engineer.
Design: Resource is a rarity of type, style, or design.

E. Chronology (1.0) x Score 4.0 Rating 4.0

4 Property was developed early in the scale of local history or is an early expression of a type/style.

TOTAL 39.5

Scoring

- (No.) = Relative Importance
- Score on Scale of 1 to 5

- 5 - Excellent
- 4 - Very Good
- 3 - Good
- 2 - Fair
- 1 - Poor

*Note: Under Categories A., B. and D., the scores are averaged if the resource is evaluated under more than one criteria.

CITY OF NEWBERG
INVENTORY OF HISTORIC PROPERTIES
HISTORIC RESOURCE SURVEY FORM

HIST. NAME: Layman House
COMMON NAME:
ADDRESS: 516 S. College
T/R/S: 3S 2W 19
MAP NO: 3S 2W 19AD **TAX LOT:** 9300
ADDITION: Edwards
BLOCK: 6 **LOT:** 7, 8
OWNER: Earl D. Layman, et.al.
ADDRESS: c/o Robert & Rhonda Johnson
by Brown & Tarlow P.C.
POB 69 - Newberg, OR 97132

DATE OF CONSTRUCTION: c. 1910
ORIGINAL USE: Residence
PRESENT USE: Residence
ARCH./BLDR.:
STYLE: Bungalow
BLDG. X STRUC. DIST. SITE OBJ.
THEME: Government; Arch. - 20th Century
CITY: X **UGB:**
QUAD: Newberg

PLAN TYPE/SHAPE: Rectangular **NO. OF STORIES:** 1 1/2
FOUNDATION MATERIAL: **BASEMENT (Y/N):** Yes
WALL CONSTRUCTION: Wood **STRUCTURAL FRAME:** Stud
ROOF FORM & MATERIALS: Gable w/deep eaves and partial return. Composition shingle.
PRIMARY WINDOW TYPE: Eight-over-one, double-hung sash.
EXTERIOR SURFACING MATERIALS: Shiplap, bevel, and tongue-and-groove.
DECORATIVE FEATURES:
OTHER: Recessed corner porch w/bevel-sided supports and solid balustrde.
CONDITION: EXCELLENT X GOOD ___ FAIR ___ DETERIORATED ___ MOVED ___ (DATE) ___
(EXPLAIN)
EXTERIOR ALTERATIONS/ADDITIONS (DATED):

NOTEWORTHY LANDSCAPE FEATURES: Heavily landscaped with deciduous trees.

ASSOCIATED STRUCTURES: N/A

SETTING: Large corner lot in residential area composed of early and mid-20th century residences. Across street from Edwards School.

STATEMENT OF SIGNIFICANCE: This property is significant for its association with George H. Layman, a prominent civic leader. Layman was born in Kensington, PA in 1910, son of F.B. Layman, former City Attorney in Newberg. The family came to Newberg in 1923. George graduated from high school in 1927. After graduating from Reed College in Political Science in 1930, he went on to University of Oregon Law School. He was admitted to the bar in 1933 and returned to Newberg to set up private practice in 1935. Layman served as Mayor of Newberg, secretary of the Chamber of Commerce, secretary of Yamhill Republican Central Committee, member of Fernwood Grange, Presbyterian Church, Twelfth Judicial Bar Association. This house was Layman's childhood home. He lived in it during his later life as well.

SOURCES:
Sanborn Insurance Map, 1929.
The Newberg Graphic 50th Anniversary Edition.

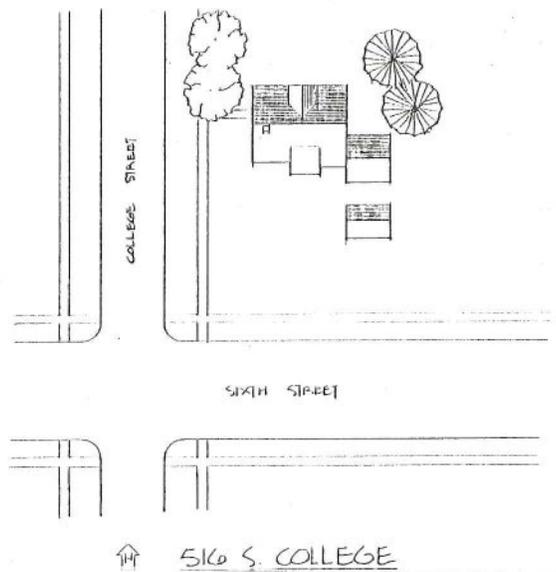
SHPO INVENTORY NO. :

CITY OF NEWBERG
 INVENTORY OF HISTORIC PROPERTIES
 HISTORIC RESOURCE SURVEY FORM

PAGE 2



NAME: _____
 ADDRESS: 516 S. College _____
 T/R/S: 3S 2W 19 _____
 MAP NO: 19AD _____
 TAX LOT: 9300 _____
 QUAD: Newberg _____
 ROLL NO: 14 _____
 NEGATIVE NO: 9 _____
 SLIDE NO: _____



GRAPHIC SOURCES:
 City Map, 1973

72/142

SHPO INVENTORY NO. _____

ATTACHMENT 3

Home Inspection report – 516 S. College Street

Crawford Inspection Services

C.C.B. # 76914

www.crawfordinspections.com

Portland Area

PO Box 665

West Linn, OR 97068

Ph: (503) 650-6957

Salem Area

5434 River Rd. N; #192

Keizer, OR 97303

Ph: (503) 362-5809

BUILDING INSPECTION REPORT



**516 S College Street
Newberg, OR**

THIS REPORT IS INTENDED ONLY FOR THE USE OF THE PERSON PURCHASING THE HOME INSPECTION SERVICES. NO OTHER PERSON, INCLUDING A PURCHASER OF THE INSPECTED PROPERTY WHO DID NOT PURCHASE THE HOME INSPECTION SERVICES, MAY RELY UPON ANY REPRESENTATION IN THE REPORT.

(The above statement is required by the Oregon Construction Contractor's Board as of January 1, 2010)

<u>Customer</u>	<u>Property Location</u>
Molly Olson	516 S College Street Newberg, OR

This is our report of a visual inspection of the readily accessible areas of this building, in accordance with the terms, conditions and limitations in the INSPECTION AGREEMENT, which is a part of this report and incorporated herein. Please read the report in its entirety. Call us for an explanation of any aspect of this report, written or printed, which you do not fully understand. Also, call us if you want a more thorough inspection, and can obtain the sellers permission.

This report is prepared for the sole, confidential and exclusive use of the named Customer; no other person should rely on, or take action based on, its contents. No other use is permitted, and Crawford Inspection Service shall not be responsible for any such use unless authorized in writing and signed by both the customer and the President of Crawford Inspection Service.

Inspection Date: 5/13/2014 **Weather Conditions:** Sunny **Outside Temperature:** 82 degrees

Oregon Certified Home Inspector: Matt Fellman (OCHI # 414)

Inspector Signature:

x 

Comments in This Report

Unless otherwise noted under "Comments" at the bottom of each section, all building systems and components within the scope of the inspection, as outlined in the INSPECTION AGREEMENT, were found to function as intended, allowing for normal wear and tear, and did not, in the opinion of the inspector, negatively affect the habitability of the dwelling.

Notice Regarding Repairs and Reinspections

Crawford Inspection Services (CIS) highly recommends that all repairs, replacements, and corrective action, taken as a result of findings in this report, be performed only by qualified, licensed contractors who provide written warranties for their work. It should be assumed that any substantial repairs or modifications performed by the homeowner or other unqualified third parties, will probably lack required permits, be of questionable quality, and will not be warranted against defects in materials and workmanship after the close of the sale.

Reinspections, when performed, are for the sole purpose of verifying that some repairs or corrective action have taken place since the original inspection. CIS assumes no responsibility for the workmanship of any contractor or other third party who performed the repairs. Customer may be able to obtain such a guaranty or warranty from the contractor or other third party who performed the repairs and/or from the seller, but not from CIS.

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STRUCTURAL

(Includes, foundation, floors and floor structure, wall structure, columns, piers, ceiling structure, and roof structure.)

Foundation:

- Concrete
- Masonry
- Wood
- Other: _____
- Not Visible

Floor Framing:

- Post & Beam
- Joists
- N/A

Floors:

- T & G Decking
- Plywood/OSB Board
- Other: _____

Roof Structure:

- Rafters
- Trusses

Comments:

The concrete foundation extends an inadequate distance above grade in many places. This results in wood framing and siding being close to or buried under ground which greatly increases the chances for damage due to insects and rot. The wood framing is not visible from inside the basement due to various coverings in place (fiber board, sheetrock, etc.). These coverings would need to be removed in order to determine if any damage exists.



There are water stains on the wood posts throughout the basement and rot damage on two of them (roughly below the front door & near the water heater). At a minimum, the rotted wood should be replaced and the posts properly supported. Providing a moisture barrier or treated lumber throughout all the wood posts should be considered to prevent future problems.



BASEMENT

Full Partial

Floor Drain:

- Present (Not tested)
- None Found

Ceiling:

- Open
- Finished

Dampness:

- None Noted
- See Comments

Comments:



The basement lacks modern day emergency egress provisions and should not be used as living space until adequate escape paths exist.

HEATING AND COOLING

(Includes heating equipment, central air conditioning systems, energy sources, normal operating controls, automatic safety controls, flues and vents where readily observable, heat distribution systems, and air filters. *Inspection of heat exchangers in fossil-fuel furnaces is beyond the scope of the home inspection.*)

Heating/Cooling:

Type:	Furnace		
Fuel:	Gas		
Capacity:	66,000 BTUs		
Estimated Age:	7 yrs.		
Filter:	See Comments		
Distribution:	Ductwork		
Exhaust:	See Comments		
Operation:	Functioned Normally		

Comments:

The duct system throughout the house has several concerns including no visible air filter, no ducting to the upper level and return air openings that are closeable. Additionally, the number and size of the registers is minimal and may allow less air movement than the furnace is designed for. Further contractor evaluation is recommended. In its current condition the top level of the house cannot be considered as habitable space due to the lack of heat.



The furnace and water heater vent separately into the unlined masonry chimney. This is an outdated setup that can lead to damage to the chimney and carbon monoxide gas to enter the living space of the house. The venting of these appliances should be assessed by a heating contractor and corrected, as needed.

PLUMBING

(Includes interior water supply and distribution system, interior drain waste and vent system, hot water systems, above ground oil storage equipment, sump pumps, and sewage ejection pumps.)

Supply Pipes:

- Copper
- Plastic
- Galvanized

Drain, Waste & Vent Pipes:

- Copper
- Plastic
- Galvanized
- Cast Iron

Sump Pump(s): N/A

- In Basement
- In Crawl Space
- Operated
- Not Operated

Water Heater(s):

Location:	Basement		
Fuel:	Gas		
Capacity:	50 Gallon		
Age:	15+ yrs.		
Seismic Straps:	Not Strapped		
Exhaust:	See Comments - "Heating/Cooling" Section		

Comments:

The remaining galvanized supply plumbing materials are likely original to the house, putting them well past their typical service life. Leaks and generally poor performance (low flow, etc.) are common with materials of this age and updating this old plumbing should ultimately be planned for.





The water heater should have earthquake strapping installed to prevent movement.

The water heater is past its typical life expectancy of around 15 years.

The pipe from the water heater's pressure relief valve is missing. A pipe that discharges within 6" of the floor should be installed to keep scalding water near the ground in the event of the valve opening.

BATHROOMS

Bathtubs/showers:

- Leg Tub
- Spa Tub
- Soaking Tub
- Bath/Shower Combo
- Shower Stall

Floor Covering:

- Sheet Goods
- Ceramic Tile
- Resilient Tile
- Wood
- Laminate
- Carpet
- Slate Tile

Ventilation:

- Window
- Fan Vented Outside? Yes No

Comments:



The pedestal sink in the main level half bathroom is loose and should be secured for safety (falling over on a child, etc.) and to prevent damage to the rigid plumbing that is attached.

KITCHEN AND APPLIANCES

(Includes Cabinets, counters, disposals, dishwashers, ranges, cook tops, ovens, ventilation equipment. Does not include trash compactors, microwave ovens, refrigerators, or laundry equipment.)

Cabinets: <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Wood Composite <input type="checkbox"/> Metal <input type="checkbox"/> Other: _____	Countertop: <input type="checkbox"/> Plastic Laminate <input type="checkbox"/> Ceramic Tile <input checked="" type="checkbox"/> Marble/Granite <input type="checkbox"/> Corian or Similar <input type="checkbox"/> Other: _____	Disposal: <input checked="" type="checkbox"/> Operated <input type="checkbox"/> Did not operate	Dishwasher: <input checked="" type="checkbox"/> Operated <input type="checkbox"/> Did not operate <input type="checkbox"/> Not Tested
Floor: <input type="checkbox"/> Wood <input type="checkbox"/> Sheet Goods <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Resilient Tile <input type="checkbox"/> Laminate <input checked="" type="checkbox"/> Slate Tile	Range: <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Operated <input type="checkbox"/> Not Operating	Ventilation: <input checked="" type="checkbox"/> Exhaust Fan <input type="checkbox"/> Ductless <input checked="" type="checkbox"/> Vented to Outside <input type="checkbox"/> No kitchen fan	Washer/Dryer Hook-ups: <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Vented to Outside

Comments:



The range should have an anti-tip device installed to prevent it from falling forward and causing an injury (hot pots falling from the cooktop, etc.).



The drain plumbing under the kitchen sink is sloped improperly in places and leaks when used. Correction/repairs are recommended to prevent damage to surrounding surfaces.

ELECTRICAL

(Includes service entry conductors, service equipment, grounding equipment, over-current devices, distribution panels, amperage and voltage ratings of service, branch circuit conductors, smoke alarms, representative number of installed fans, lighting fixtures, switches, and receptacles. Also see Standards of Practice for Oregon Certified Home Inspectors.)

Service: 100 Amps 110/220 Volts <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Grounded at Panel	Service Entry Conductors: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum 110-Volt Conductors: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum	Service Entry: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> Underground	Smoke Detector(s): <input checked="" type="checkbox"/> Functioning <input type="checkbox"/> Not Functioning <input type="checkbox"/> None Found <input checked="" type="checkbox"/> See Comments	GFI Outlet(s): <input checked="" type="checkbox"/> Functioning <input type="checkbox"/> Not Functioning <input type="checkbox"/> None Found <input type="checkbox"/> See Comments
---	---	---	---	--

Comments:



The live wires extending from the siding next to the front door is an immediate safety hazard and repair is recommended.

The smoke detectors in the common areas on each level functioned when tested but are an older type that lack a 'hush' feature. Replacing these units with a modern type and installing detectors in all of the bedrooms is recommended for safety.

The number and/or placement of carbon monoxide detector(s) throughout the house is not adequate. There should be a detector within 15 feet of any bedroom door in any house with fuel burning appliances due to the potential danger of exhaust gas emission into the living space of the house.

The 3-way light switch setup that controls the light over the stairway to the top level is wired incorrectly and does not consistently turn the light on depending on the position of the switches.

The outlet on the north wall of the entry way area had no power when tested and should be made to operate.

This property has some "knob and tube" wiring. This type of wiring was commonly installed prior to 1950. It is ungrounded, and considered unsafe by today's standards. Over time, the wire's insulation may become brittle and fall apart or wear thin, resulting in exposed conductors and a risk of shock and/or fire. Knob and tub wiring is also easily damaged by covering it with insulation (a common practice), and incorrectly tapping new wiring into it. Further electrician evaluation for replacement of any knob/tube wiring is recommended.



Exposed bulb light fixtures are not recommended for closets due to the chances of igniting flammable items typically stored there. Replacing or covering these fixtures is recommended to prevent a fire.

INTERIOR

(Includes walls, ceilings, floors, solid fuel heating devices, steps, stairways, balconies, railings, counters, cabinets, doors, and windows.)

Walls/Ceilings:

- Drywall/ Plaster
- Wood
- Fiberboard/Tile
- Suspended Ceilings
- Other: _____

Floors:

- Sheet goods
- W-W Carpet
- Resilient Tile
- Wood
- Marble/Granite
- Slate Tile
- Concrete
- Laminate
- Other: _____

Fireplace:

- Masonry
- Metal Pre-Fab
- Wood Stove
- Fireplace Insert
- Damper

Windows:

- Wood
- Metal
- Vinyl

Window Type:

- Single Hung
- Double Hung
- Casement
- Sliding
- Other: _____
- Single Pane
- Insulated Glass
- Storm Windows

Comments:

The stairs and walkways throughout the house (interior and exterior) have several safety concerns that should be corrected. These include missing or inadequate hand and guard rails, doors swinging over stairs, limited overhead clearance, inadequate lighting and improper tread and riser heights/lengths.



ATTIC

(Includes access, insulation and ventilation.)

Access:

- Scuttle Hole
- Pull-Down
- Stairs
- Door

Attic viewed:

- From Access Point(s)
- Attic Entered

Attic Insulation:

- Loose Fill
- Batting

See Comments

Ventilation:

- Roof Vents
- Soffit Vents
- Gable Vents
- Ridge Vent
- Window
- Attic Fan
- Thru-House Fan
- No Visible Ventilation

Comments:

The insulation throughout the attic is installed with its paper facing exposed. According to the warnings on the material this is a fire hazard and is not a proper installation. The insulation should be installed correctly to prevent the spreading of a fire.



The placement of insulation throughout the attic space is inconsistent and many areas have no materials at all. The amount of insulation in the walls is not known.



The access door over the leg tub to the side attic space is stuck closed by the wood trim and this area could not be inspected. Additionally, the door has large gaps around it which is a heat loss concern.

ROOFING AND ROOF COMPONENTS

(Includes roof coverings, roof drainage systems, flashings, skylights, roof penetrations, signs of leaks or abnormal condensation.)

Roof Covering:

Composition Shingles
Approximate Age: 7-10 yrs.

Roof viewed:

- From the Ground
- From the Gutter Line
- From Roof Surface

Gutters:

- Metal
- Plastic
- Rain Drains
- Splash Blocks

Comments:



There is moss throughout the areas of the roof with lower sun exposure (east/north sides). This should be regularly treated/removed to prevent damage to the shingles and to allow water to run from the surface unimpeded.



There is in adequate clearance and missing metal flashings at many of the siding to roof seams around the house. No indication of leakage inside was noted below these areas but the lack of proper flashing could be a contributing factor to leaks in the future. Flashings should be installed or the areas around the various siding to roof seams closely monitored.

EXTERIOR

(Includes siding, trim, flashings, chimneys, entryway doors, windows, balconies, stoops, steps, porches, railings, eaves, soffits, fascias, garages and garage door openers.)

Siding /Trim Materials:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Wood or Plywood | <input type="checkbox"/> Vinyl |
| <input type="checkbox"/> Wood Composite | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Fiber Cement | <input type="checkbox"/> Stucco |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Synth. Stucco (EIFS) |
| <input type="checkbox"/> Metal | <input type="checkbox"/> Other: _____ |

Garage:

- | |
|--|
| <input type="checkbox"/> Attached |
| <input checked="" type="checkbox"/> Detached |
| <input type="checkbox"/> Opener: N/A |

Chimney(s):

- | |
|---|
| <input checked="" type="checkbox"/> Masonry |
| <input type="checkbox"/> Metal |

Comments:

There is heavily deteriorated mortar on the fireplace chimney as well as signs of heavy past water intrusion in the attic around the furnace/water heater chimney. Further contractor evaluation is recommended for re-pointing and flashing repairs.



The garage slab floor is heavily deteriorated/damaged where visible.

The wood siding around the house is in generally good condition with typical weathering and wear being noted. The wood shingles around the garage are heavily worn and damaged, particularly in areas of higher sun exposure. Further contractor evaluation and repair is recommended.



The sill plate and other wood framing around the garage is directly at grade level which elevates the chances of damage due to rot and insects. Because of stored possessions in the garage the suspected areas of damage could not be checked and there is possibly damage present that was not found. Further investigation is recommended once the stored items have been removed from the garage.



SITE/GROUNDS

(Includes sidewalks, driveways, attached decks and patios, walkways, areaways, vegetation, grading and drainage, applicable retaining walls.)

Sidewalk: <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Asphalt <input type="checkbox"/> Brick <input type="checkbox"/> Gravel <input type="checkbox"/> Other: _____	Driveway: <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Asphalt <input type="checkbox"/> Brick <input type="checkbox"/> Gravel <input type="checkbox"/> Other: _____	Attached Deck: N/A <input type="checkbox"/> Wood <input type="checkbox"/> Composite <input type="checkbox"/> Other: _____	Patio: <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Stone <input type="checkbox"/> Other: _____	Grading/Drainage: <input checked="" type="checkbox"/> Appears Adequate <input type="checkbox"/> See Comments
--	--	---	--	---

Comments:

There are numerous vertical offsets throughout the exterior walkways due to poor installation practices or settling. The resulting trip hazards should be corrected or safety.



There are numerous tripping hazards along the front city sidewalk and entry walkway due to tree roots. It is often the homeowner's responsibility to maintain the city sidewalk for the safety of the people walking by. Repair of the tripping hazards is recommended for safety.

Crawford Inspection Services

P.O Box 665 – West Linn, OR 97068
Phone: (503) 650-6957 Fax: (503)-650-6964
WWW.CRAWFORDINSPECTIONS.COM
CCB#76914

Wood Destroying Organism/Insect Information Report

Customer	Property Location	Inspection Date: 5/13/2014
Molly Olson	516 S College Street Newberg, OR	Report Status: <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final

Findings

Inaccessible or Obstructed Areas of the Property Include:

Fixed ceilings, fixed wall covering, floor covering, insulation, cabinets or shelving, appliances, furniture and personal items.

Based on Careful Visual Inspection of the Readily Accessible Areas of the Property:

- No visible evidence of infestation from wood destroying organisms or insects was observed.
 Visible evidence of wood destroying organisms or insects was observed. Organisms or insects observed:

Statement of Pest Control Operator:

The inspection covered the readily accessible areas of the property, including attics and crawl-spaces that permit entry. The inspection did not include areas that were obstructed or inaccessible at the time of inspection. Areas that were inaccessible or obstructed may include, but are not limited to, wall covering, fixed ceilings, floor coverings, furniture or stored articles, insulation, wet crawlspace, wood covered by earth.

This is not a structural damage report, nor is this a warranty as to the absence of wood destroying organisms. Neither I, nor the company for which I am acting, have had, presently have, or contemplate having, any interest in the property. I do further state that neither I nor the company for which I am acting is associated with any party to this transaction.

Sketch and/or Additional Comments (If necessary.)

Signature of Authorized Company Representative:

x 

Commercial Pesticide Applicator Lic. No.:

159203

Date:

5/13/2014

Title information – 516 S. College Street



Ticor Title Company of Oregon
1433 SW 6th Avenue, Portland, OR 97201
(503)646-4444 FAX

TITLE PLANT RECORDS REPORT
Report of Requested Information from Title Plant Records

To Molly Olson
516 S. College Street
Newberg, OR 97132

Customer Ref. Olson

Order No. 471815041450

Effective Date June 4, 2015 at 08:00-AM

Fee \$95.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the Company's records, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the customer, and the Company will have no greater liability by reason of this report.

County and Time Period

This report is based on a search of the Company's title plant records for YAMHILL COUNTY, Oregon, for the time period FROM THROUGH June 4, 2015.

Ownership and Property Description

If no information appears in this section, the section is intentionally omitted.

The Company reports the following, as of the Effective date and with respect to the following described property ("the Property"):

Owner. The apparent vested owner of the Property is:

Molly H. Olson and Stephen Craig Olson, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

516 S College Street, Newberg, OR 97132

(b) Legal Description:

Lot 8, Block 6, EDWARDS SECOND ADDITION, in the City of Newberg, County of Yamhill, State of Oregon.

Encumbrances

If no information appears in this section, the section is intentionally omitted.

ENCUMBRANCES. For the above stated time period, the Company reports that, as of the Effective Date, the Property appears to be subject to the following encumbrances, not necessarily shown in order of priority:

1. CURRENT TAX INFORMATION

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

Fiscal Year: 2014-15

Amount: \$2,613.65

Levy Code: 29.0

Account No.: 532411

Map No.: R3219AD 09301

2. MUNICIPAL LIEN(S), IF ANY

Not Applicable

Info Not Provided

As follows:

3. EXCEPTIONS

1. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$179,000.00

Dated: June 9, 2014

Trustor/Grantor: Molly H. Olson and Stephen Craig Olson

Trustee: Fidelity National Title Ins Co.

Beneficiary: Wells Fargo Bank, N.A.

Loan No.: 0422494153

Recording Date: June 10, 2014

Recording No: 2014-6754

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Marc S. LaCroix and Kristin Bredl LaCroix

Grantee: Molly H. Olson and Stephen Craig Olson, as tenants by the entirety

Recording Date: June 10, 2014

Recording No: 2014-6753

- B. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Molly H. Olson and Stephen Craig Olson

- C. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

General Index Liens against Named Party

If no information appears in this section, the section is intentionally omitted.

Recorded Documents

Molly Olson
Order No. 471815041450

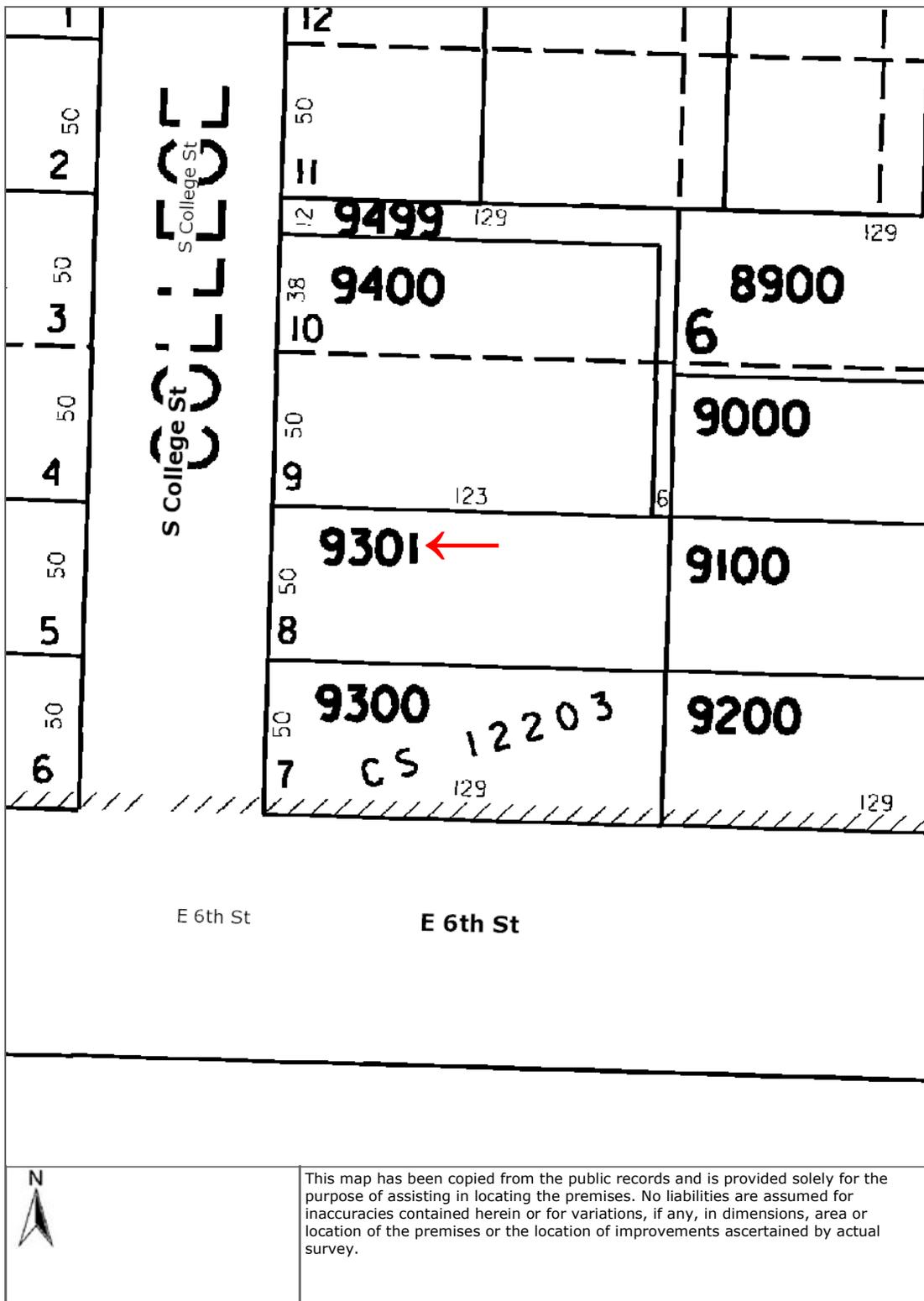
If no information appears in this section, the section is intentionally omitted.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark
(503)472-6101
FAX: (877)470-2875
deborah.clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201



This map has been copied from the public records and is provided solely for the purpose of assisting in locating the premises. No liabilities are assumed for inaccuracies contained herein or for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201
Phone: (503)646-4444 Fax:

June 8, 2015

Molly Olson

516 S College Street
Newberg, OR 97132

LIEN AND ENCUMBRANCE REPORT

Report No.: 471815041450 Fee: \$95.00
Your Reference Information: 516 S College Street, Newberg, OR 97132

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

Lot 8, Block 6, EDWARDS SECOND ADDITION, in the City of Newberg, County of Yamhill, State of Oregon.

and as of June 4, 2015 at 08:00-AM we find the the last deed of record runs to:

Molly H. Olson and Stephen Craig Olson, as tenants by the entirety

We also find the following monetary encumbrances of record:

1. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$179,000.00
Dated: June 9, 2014
Trustor/Grantor: Molly H. Olson and Stephen Craig Olson
Trustee: Fidelity National Title Ins Co.
Beneficiary: Wells Fargo Bank, N.A.
Loan No.: 0422494153
Recording Date: June 10, 2014
Recording No: 2014-6754

ADDITIONAL REQUIREMENTS/NOTES:

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

Fiscal Year: 2014-15
Amount: \$2,613.65
Levy Code: 29.0
Account No.: 532411
Map No.: R3219AD 09301

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Marc S. LaCroix and Kristin Bredl LaCroix
Grantee: Molly H. Olson and Stephen Craig Olson, as tenants by the entirety
Recording Date: June 10, 2014
Recording No: 2014-6753

- C. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Molly H. Olson and Stephen Craig Olson

- D. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

The above information is the result of a limited search requested by the addressee and does not represent a commitment to issue any policy of title insurance. Ticor Title Company of Oregon shall have no liability for any errors or omissions in this limited search which is utilized for monetary lien information only. No third party shall have any right to rely upon this information for any purpose. Liability in connection with this search is expressly limited to the fee paid.

Ticor Title Company of Oregon

Deborah Clark

Until a change is requested all tax statements shall be sent to the following address:
Wells Fargo Real Estate Tax Service
1 Home Campus
Des Moines, IA 50328

When Recorded Mail To: Wells Fargo Bank, N.A.
FINAL DOCS N0012-01B
6200 PARK AVE
DES MOINES, IA 50321

Tax Account Number: _____

True and Actual Consideration is: \$179,000.00

Yamhill County Official Records **201406754**
DMR-DTDMR
Stn=6 SUTTONS **06/10/2014 02:17:01 PM**
15Pgs \$75.00 \$11.00 \$5.00 \$20.00 **\$111.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Brian Van Bergen - County Clerk

Deed of Trust

Date of Document: June 9, 2014

Borrower(s): Molly H Olson and Stephen Craig Olson

Borrower Address: 0841 SW Gaines ST, # 435, PORTLAND, OR 97239-3062

Lender: Wells Fargo Bank, N.A.

Lender Address: 2701 Wells Fargo Way, Minneapolis, MN 55467-8000

Trustee: Fidelity National Title Ins Co

Trustee Address: 10540 S.E. Stark, Portland, OR 97216



Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 9, 2014, together with all Riders to this document.

(B) "Borrower" is Molly H Olson and Stephen Craig Olson, wife and husband. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Fidelity National Title Ins Co.

(E) "Note" means the promissory note signed by Borrower and dated June 9, 2014. The Note states that Borrower owes Lender one hundred seventy nine thousand and 00/100 Dollars (U.S. \$179,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2044.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.



(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Yamhill [Name of Recording Jurisdiction]: Lot 8 Block 6 Edwards Second Addition = 006450 Sq Ft which currently has the address of 516 S College ST [Street] NEWBERG [City], Oregon 97132 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender



shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required



to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the



Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.



Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with



any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.



In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the



charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay



all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.



Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security



Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

Molly H Olson
Molly H Olson
6/9/14
Date
Seal

Stephen Craig Olson
Stephen Craig Olson
6/9/14
Date
Seal



Acknowledgment

State of Oregon

County of Yamhill

This instrument was acknowledged before me on 9 June 2014 by

Molly W. Olson &
Stephen Craig Olson

LeAnne M Cray
Notary Public
My commission expires: 21 June 2017



**Loan Origination Organization: Wells Fargo
Bank N.A.
NMLSR ID: 399801**

**Loan Originator: RAQUEL J BELSITO
NMLSR ID: 243095**



EXHIBIT "A"

Lot 8, Block 6, EDWARDS SECOND ADDITION, in the City of Newberg, County of Yamhill, State of Oregon.

GRANTOR:
Marc S. LaCroix and Kristin Bredl LaCroix

GRANTEE:
Molly H Olson and Stephen Craig Olson

SEND TAX STATEMENTS TO:
Molly H Olson and Stephen Craig Olson
516 S College Street
Newberg, OR 97132

AFTER RECORDING RETURN TO:
Molly H Olson and Stephen Craig Olson
516 S College Street
Newberg, OR 97132

Yamhill County Official Records	201406753
DMR-DDMR	06/10/2014 02:17:01 PM
Stn=6 SUTTONS	
2Pgs \$10.00 \$11.00 \$5.00 \$20.00	\$46.00
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Brian Van Bergen - County Clerk	

Escrow No: 471814032363-TTMIDWIL36

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

471814032363

Marc S. LaCroix and Kristin Bredl LaCroix, Grantor, conveys and warrants to Molly H Olson and Stephen Craig Olson, wife and husband, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Yamhill, State of Oregon:

Lot 8, Block 6, EDWARDS SECOND ADDITION, in the City of Newberg, County of Yamhill, State of Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$278,000.00. (See ORS 93.030)

Subject to and excepting:
CCRs, reservations, set back lines, power of special districts and easements of record.

TICOR TITLE

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

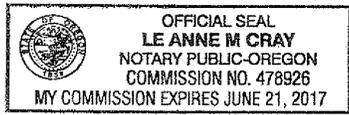
DATED: June 6, 2014

Marc S. LaCroix
Kristin Bredl LaCroix
Kristin Bredl LaCroix

State of Oregon
COUNTY of Yamhill

This instrument was acknowledged before me on 6 June, 2014
by Kristin Bredl LaCroix

Colleen, Notary Public
My commission expires: 21 June 2017
471814032363-TTMIDWIL36
Deed (Warranty-Statutory)



GRANTOR:
Marc S. LaCroix and Kristin Bredl LaCroix

GRANTEE:
Molly H Olson and Stephen Craig Olson

SEND TAX STATEMENTS TO:
Molly H Olson and Stephen Craig Olson
516 S College Street
Newberg, OR 97132

AFTER RECORDING RETURN TO:
Molly H Olson and Stephen Craig Olson
516 S College Street
Newberg, OR 97132

Escrow No: 471814032363-TTMIDWIL36

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Marc S. LaCroix and Kristin Bredl LaCroix, Grantor, conveys and warrants to Molly H Olson and Stephen Craig Olson, wife and husband, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Yamhill, State of Oregon:

Lot 8, Block 6, EDWARDS SECOND ADDITION, in the City of Newberg, County of Yamhill, State of Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$278,000.00. (See ORS 93.030)

Subject to and excepting:
CCRs, reservations, set back lines, power of special districts and easements of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: June 6, 2014

Marc S. LaCroix

Marc S. LaCroix

Kristin Bredl LaCroix

State of IDAHO

COUNTY of ADA

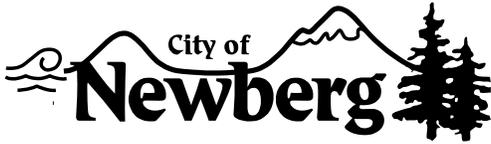
This instrument was acknowledged before me on June 6, 2014

by Marc S. LaCroix

Jina M Biggers, Notary Public
My commission expires: September 24, 2016
471814032363-TTMIDWIL36
Deed (Warranty-Statutory)



Notice information



Community Development Department

P.O. Box 970 • 414 E First Street • Newberg, Oregon 97132

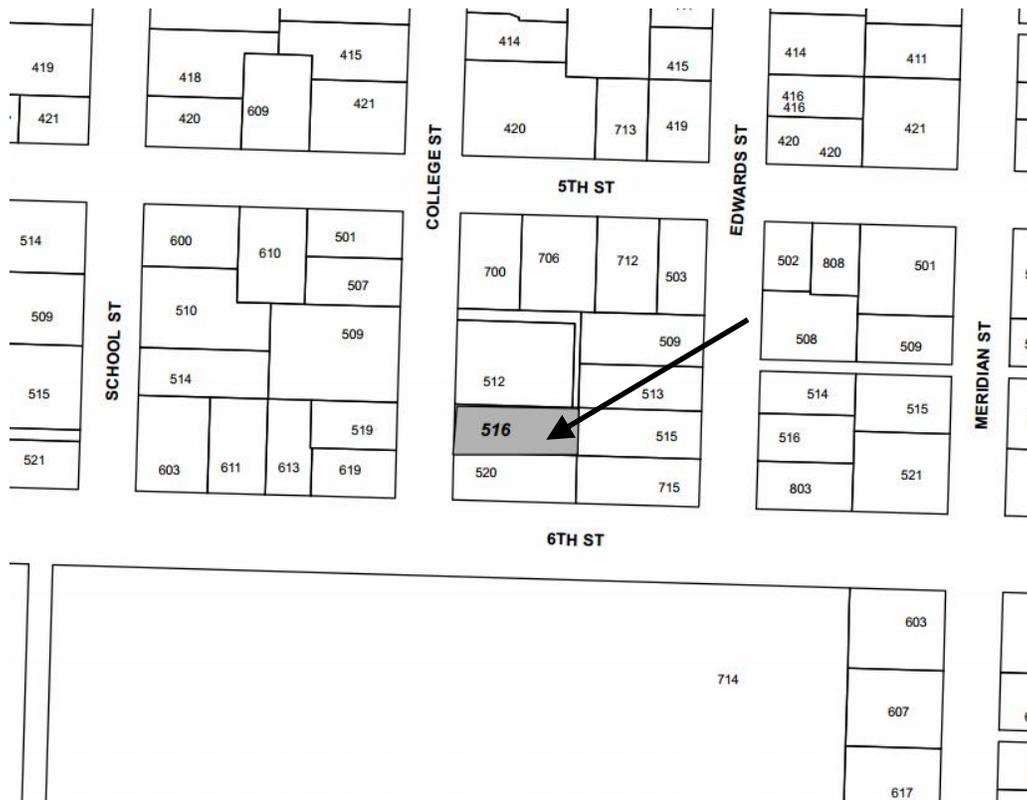
503-537-1240. Fax 503-537-1272 www.newbergoregon.gov

NOTICE OF A HISTORIC PRESERVATION COMMISSION HEARING ON A HISTORIC REVIEW

A property owner in your neighborhood submitted an application to the City of Newberg for a Historic Review at 516 S. College Street. The Newberg Historic Preservation Commission will hold a hearing on **July 21, 2015** at 7 pm at the Newberg Public Safety Building, 401 E. Third Street, Newberg, OR, to evaluate the proposal. You are invited to take part in the City's review of this project by sending in your written comments or testifying before the Historic Preservation Commission. For more details about giving comments, please see the back of this sheet.

The application would remove the existing garage (not original, with a damaged foundation) and replace it with a 603 square foot addition off the back of the house. The addition would be one-story tall and would preserve the historic character of the house by matching the style of the existing roofline and the pattern of the siding. The approval criteria require that the addition be differentiated from the old, so the siding will have a flat face instead of a curved face to provide a slightly different look.

APPLICANT: ***Molly Olson (represented by Therese DuBravac, Neil Kelly Co.)***
TELEPHONE: ***503-288-7461***
PROPERTY OWNER: ***Molly Olson***
LOCATION: ***516 S. College Street***
TAX LOT NUMBER: ***3219AD-9300***



We are mailing you information about this project because you own land within 500 feet of the proposed historic review site. We invite you to participate in the land use hearing scheduled before the Historic Preservation Commission. If you wish to participate in the hearing, you may do so in person or be represented by someone else. You also may submit written comments. Oral testimony is typically limited to five minutes per speaker.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments: File No. HISD3-15-001
City of Newberg
Community Development Department
PO Box 970
Newberg, OR 97132

All written comments must be received by 4:30 p.m. on **July 14, 2015**. Written information received after this time will be read out loud at the hearing subject to time limits for speakers, and will be included in the record if there are further proceedings.

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. A copy of the application is available on the city website at www.newbergoregon.gov/planning. You can also buy copies of the information for a cost of 25 cents a page. A staff report relating to the proposal will be available for inspection at no cost seven days prior to the public hearing. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1240.

Any issue which might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be raised during the public hearing process. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application for a historic review are found in Newberg Development Code Section 15.344.030 (A) (3).

Prior to the conclusion of the initial evidentiary hearing, any participant may request an opportunity to present additional evidence, arguments or testimony regarding the application through a continuance or extension of the record. Failure of an issue to be raised in the hearing, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue precludes appeal to the State Land Use Board of Appeals based on that issue.

The Historic Preservation Commission will make a decision at the end of the public hearing process. If you participate in the public hearing process, either by testifying at the public hearing, or by sending in written comments, we will send you information about any decision made by the City relating to this project.

Date Mailed: **by June 30, 2015**

ACCOMMODATION OF PHYSICAL IMPAIRMENTS:

In order to accommodate persons with physical impairments, please notify the City Recorder's office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact the City Recorder at 503-537-1283. For TTY services please dial 711.

R3219AD02900
Charles & Elaine Harris
19400 NE Jaquith Rd
Newberg, OR 97132

R3219AD03000
Wanda Staats
419 S School St
Newberg, OR 97132

R3219AD03400
Virginia Jungwirth
PO Box 412
Newberg, OR 97132

R3219AD03500
Virginia Jungwirth
PO Box 412
Newberg, OR 97132

R3219AD03600
Brian Plett
420 S School St
Newberg, OR 97132

R3219AD03700
Shannon & Darina Hess
609 E 5th St
Newberg, OR 97132

R3219AD03800
Michael McKay
595 Manzanita Ave
Sunnyvale, CA 94085

R3219AD03900
Phillip Picard
415 S College St
Newberg, OR 97132

R3219AD04000
Robert & Cheryl Hampton
411 S College St
Newberg, OR 97132

R3219AD04100
Dan Jensen
401 S College St
Newberg, OR 97132

R3219AD04200
Conrado Pereda
11980 NE Worden Hill Rd
Newberg, OR 97132

R3219AD04400
George Fox University
207 N Meridian St
Newberg, OR 97132

R3219AD04500
Cal Erath
PO Box 281
Dundee, OR 97115

R3219AD04600
Buddy & Norma Cook
420 S College St
Newberg, OR 97132

R3219AD04700
Sherry Devoe
713 E 5th St
Newberg, OR 97132

R3219AD04800
Billy Wood
419 S Edwards St
Newberg, OR 97132

R3219AD04901
Mica & Karyn Doherty
415 S Edwards St
Newberg, OR 97132

R3219AD05000
Julie Larkin
411 S Edwards St
Newberg, OR 97132

R3219AD05100
Timothy & Stacy McGinnis
716 E 4th St
Newberg, OR 97132

R3219AD05200
Rolland & Patsy Carlson
712 E 4th St
Newberg, OR 97132

R3219AD05300
Timothy & Nduta Cayton
7601 Howell Prairie R NE
Silverton, OR 97381

R3219AD05400
Robert & Heidi Fleming
414 S Edwards St
Newberg, OR 97132

R3219AD05500
South Edwards Holding LLC
1508 N Madison St
Lafayette, OR 97127

R3219AD05600
Jonathan & Jennifer Koertzen
420 S Edwards St
Newberg, OR 97132

R3219AD05700
Leslie & Audrey Harkema
421 S Meridian St
Newberg, OR 97132

R3219AD05800
Jonathan & Cheryl Cadd
909 Fulton St
Newberg, OR 97132

R3219AD07300
Harold & Judy L For Turpen
520 S Meridian St
Newberg, OR 97132

R3219AD07400
Georgia Thurman
1705 Carol Ann Dr
Newberg, OR 97132

R3219AD07500
Kimberly Kennison
510 S Meridian St
Newberg, OR 97132

R3219AD07600
Kevin Paulin
467 Sunridge Dr
Jerome, ID 83338

R3219AD07700
John & Bonnie Wood
501 S Meridian St
Newberg, OR 97132

R3219AD07800
Artemio Chavez
509 S Meridian St
Newberg, OR 97132

R3219AD07900
Roy Blanchette
515 S Meridian St
Newberg, OR 97132

R3219AD08000
Anthony Schwisow
521 S Meridian St
Newberg, OR 97132

R3219AD08100
Rebecca A For & Rebecca McShane
803 E 6th St
Newberg, OR 97132

R3219AD08200
Jerri North
516 S Edwards St
Newberg, OR 97132

R3219AD08300
Roger & Marolyn Erb
514 S Edwards St
Newberg, OR 97132

R3219AD08400
Victor & Christine Abramson
508 S Edwards St
Newberg, OR 97132

R3219AD08500
Nathanael & Kimberly McIntyre
502 S Edwards St
Newberg, OR 97132

R3219AD08600
Monte Suran
9660 SW Sixth Ave
Portland, OR 97219

R3219AD08700
Timothy Assad
712 E 5th St
Newberg, OR 97132

R3219AD08800
Matthew Powell
503 S Edwards St
Newberg, OR 97132

R3219AD08900
Sean McGinnis
1102 N Springbrook Rd
Newberg, OR 97132

R3219AD09000
William Swonger
513 S Edwards St
Newberg, OR 97132

R3219AD09100
Carol Zlab
515 S Edwards St
Newberg, OR 97132

R3219AD09200
Joseph & Jamie Ohalloran
14495 NE Cullen Rd
Newberg, OR 97132

R3219AD09300
Brett Veatch
PO Box 24
Newberg, OR 97132

R3219AD09301
Molly & Stephen Olson
516 S College St
Newberg, OR 97132

R3219AD09400
James & Donna Morehead
512 S College St
Newberg, OR 97132

R3219AD09499
Yamhill County
434 NE Evans St
McMinnville, OR 97128

R3219AD09600
Lloyd & Betty Brandt
706 E 5th St
Newberg, OR 97132

R3219AD09700
Frank & Bonnie Nusser
13350 SW King Lear Way
Portland, OR 97224

R3219AD09800
Masumi Quintero
2040 N Redwood St
Canby, OR 97013

R3219AD09900
Bryon & Aimee Palmer
507 S College St
Newberg, OR 97132

R3219AD10000
Treeca M & Jeffrey Adams
509 S College St
Newberg, OR 97132

R3219AD10100
Stephen Harris
519 S College St
Newberg, OR 97132

R3219AD10200
Tu Thoi Vo
619 E 6th St
Newberg, OR 97132

R3219AD10300
Benoit & Deborah Berho
1202 E 7th St
Newberg, OR 97132

R3219AD10400
Tommie Trent
611 E 6th St
Newberg, OR 97132

R3219AD10500
Gary Cooper
603 E 6th St
Newberg, OR 97132

R3219AD10600
Linda Hutchinson
514 S School St
Newberg, OR 97132

R3219AD10700
Randall Savage
510 S School St
Newberg, OR 97132

R3219AD10800
Mary Kelley
600 E 5th St
Newberg, OR 97132

R3219AD10900
M Maurice & Sharon MacY
514 E 5th St
Newberg, OR 97132

R3219AD11000
Candace Peterson
509 S School St
Newberg, OR 97132

R3219AD11100
Robert Coffin
515 S School St
Newberg, OR 97132

R3219AD11200
Delmer & Nicola Munroe
521 S School St
Newberg, OR 97132

R3219AD11201
Delmer & Nicola Munroe
521 S School St
Newberg, OR 97132

R3219AD11300
Johanna L For & Johanna Creech
17950 NW Brickstone Ln
Beaverton, OR 97006

R3219AD11400
Dorothy Tarpley
512 S Howard St
Newberg, OR 97132

R3219AD11500
Anthony & Wendy Vece
105 SW Spruce St
Dundee, OR 97115

R3219DA00600
Carol Buche
608 S Meridian St
Newberg, OR 97132

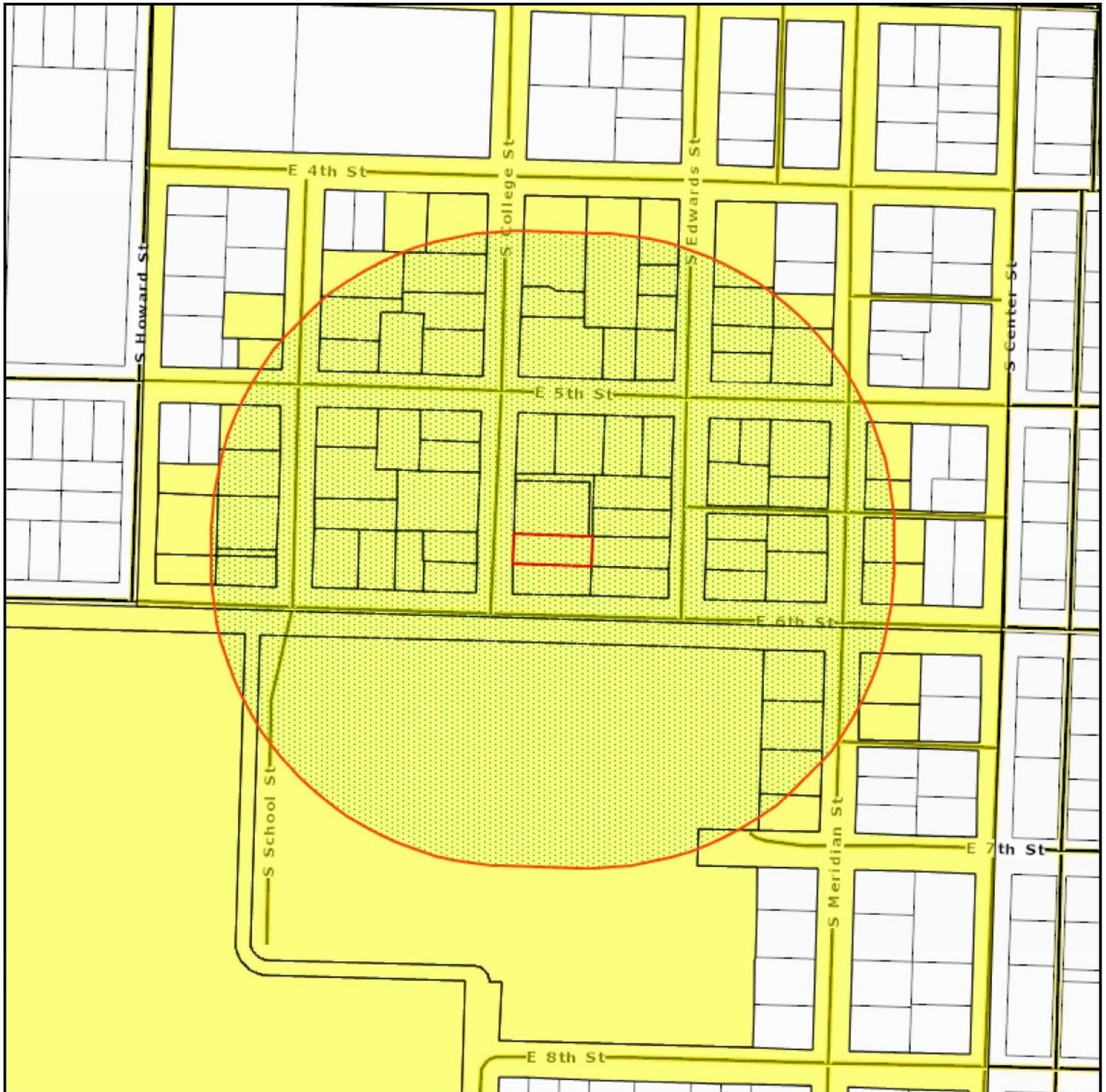
R3219DA00700
William & Debra Headley
902 E 6th St
Newberg, OR 97132

R3219DA00800
Newberg School District 29j
714 E 6th St
Newberg, OR 97132

R3219DA00900
Stephen & Robyn Boyles
607 S Meridian St
Newberg, OR 97132

R3219DA01000
Matthew Ingalls
617 S Meridian St # 431-4
Newberg, OR 97132

R3219DA01100
Troy & Laura Kronewitter
621 S Meridian St
Newberg, OR 97132



TICOR TITLE™

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geoAdvantage
www.sentrydynamics.net

500 foot list

ParcelID	Site Addr	Site City	Site ZIP	Acres	Beds	Baths	Sq Ft	Owner
R3219AD02900	421 S School St	Newberg	97132	0.0839	3	1.00	960	Charles & Elaine Harris
R3219AD03000	419 S School St	Newberg	97132	0.1724	3	1.00	1653	Wanda Staats
R3219AD03400	410 S School St	Newberg	97132	0.2395	4	1.00	1424	Virginia Jungwirth
R3219AD03500	418 S School St	Newberg	97132	0.1794	3	1.00	1592	Virginia Jungwirth
R3219AD03600	420 S School St	Newberg	97132	0.1219	3	1.00	1060	Plett, Brian J & Carrie N
R3219AD03700	609 E 5th St	Newberg	97132	0.1633	4	3.00	1565	Shannon & Darina Hess
R3219AD03800	421 S College St	Newberg	97132	0.1722	5	4.00	2576	Michael McKay
R3219AD03900	415 S College St	Newberg	97132	0.1663	3	3.00	1958	Phillip Picard
R3219AD04000	411 S College St	Newberg	97132	0.2022	3	2.00	2016	Robert & Cheryl Hampton
R3219AD04100	401 S College St	Newberg	97132	0.2295	4	2.00	1842	Dan Jensen
R3219AD04200	610 E 4th St	Newberg	97132	0.1630	2	1.00	682	Conrado Pereda
R3219AD04400	406 S College St	Newberg	97132	0.3692	5	2.00	3085	George Fox University
R3219AD04500	414 S College St	Newberg	97132	0.1106	3	1.00	1525	Cal Erath
R3219AD04600	420 S College St	Newberg	97132	0.3069	3	1.00	1274	Buddy & Norma Cook
R3219AD04700	713 E 5th St	Newberg	97132	0.1055	2	1.00	1118	Sherry Devoe
R3219AD04800	419 S Edwards St	Newberg	97132	0.1269	2	1.00	1200	Wood, Billy J & Kathleen M
R3219AD04901	415 S Edwards St	Newberg	97132	0.0819	3	1.50	686	Mica & Karyn Doherty
R3219AD05000	411 S Edwards St	Newberg	97132	0.0761	2	1.00	814	Julie Larkin
R3219AD05100	716 E 4th St	Newberg	97132	0.1622	5	3.00	2016	Timothy & Stacy McGinnis
R3219AD05200	712 E 4th St	Newberg	97132	0.4286	4	2.00	2372	Rolland & Patsy Carlson
R3219AD05300	802 E 4th St	Newberg	97132	0.3387	5	4.00	3400	Timothy & Nduta Cayton
R3219AD05400	414 S Edwards St	Newberg	97132	0.1470	4	2.00	1888	Robert & Heidi Fleming
R3219AD05500	416 S Edwards St	Newberg	97132	0.1010	4	2.00	2080	South Edwards Holding LLC
R3219AD05600	420 S Edwards St	Newberg	97132	0.1147	2	1.00	898	Jonathan & Jennifer Koertzen
R3219AD05700	421 S Meridian St	Newberg	97132	0.2157	3	2.00	2579	Leslie & Audrey Harkema
R3219AD05800	411 S Meridian St	Newberg	97132	0.1285	4	1.50	1394	Jonathan & Cheryl Cadd
R3219AD07300	520 S Meridian St	Newberg	97132	0.1606	3	1.00	1022	Harold & Judy L For Turpen
R3219AD07400	518 S Meridian St	Newberg	97132	0.1698	3	1.00	868	Georgia Thurman
R3219AD07500	510 S Meridian St	Newberg	97132	0.0860	2	1.00	834	Kimberly Kennison

R3219AD07600	500 S Meridian St	Newberg	97132	0.1618	2	1.00	1167	Paulin, Kevin C & Cynthia D
R3219AD07700	501 S Meridian St	Newberg	97132	0.2157	3	2.00	1404	John & Bonnie Wood
R3219AD07800	509 S Meridian St	Newberg	97132	0.1147	3	1.00	1125	Artemio Chavez
R3219AD07900	515 S Meridian St	Newberg	97132	0.1377	2	1.00	866	Roy Blanchette
R3219AD08000	521 S Meridian St	Newberg	97132	0.1928	3	1.00	1016	Anthony Schwisow
R3219AD08100	803 E 6th St	Newberg	97132	0.1147	3	2.00	1252	Rebecca A For & Rebecca McShane
R3219AD08200	516 S Edwards St	Newberg	97132	0.1147	2	1.00	872	Jerri North
R3219AD08300	514 S Edwards St	Newberg	97132	0.1010	3	1.00	1056	Roger & Marolyn Erb
R3219AD08400	508 S Edwards St	Newberg	97132	0.1618	2	1.00	832	Victor & Christine Abramson
R3219AD08500	502 S Edwards St	Newberg	97132	0.0826	3	1.00	1056	Nathanael & Kimberly McIntyre
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R3219AD08900	509 S Edwards St	Newberg	97132	0.1599	2	1.00	1305	Sean McGinnis
R3219AD09000	513 S Edwards St	Newberg	97132	0.1362	3	1.00	1072	William Swonger
R3219AD09100	515 S Edwards St	Newberg	97132	0.1480	3	1.50	1180	Carol Zlab
R3219AD09200	715 E 6th St	Newberg	97132	0.1480	3	1.00	748	Joseph & Jamie Ohalloran
R3219AD09300	520 S College St	Newberg	97132	0.1480	3	2.00	1339	Brett Veatch
R3219AD09301	516 S College St	Newberg	97132	0.1480	3	2.00	1538	Molly & Stephen Olson
R3219AD09400	512 S College St	Newberg	97132	0.2484	3	1.00	1390	James & Donna Morehead
R3219AD09499		Newberg	97132	0.0476	0	0.00	0	Yamhill County
R3219AD09500	700 E 5th St	Newberg	97132	0.1480	6	5.00	2165	Federal Natl Mtg Assn
R3219AD09600	706 E 5th St	Newberg	97132	0.1813	3	1.50	1078	Lloyd & Betty Brandt
R3219AD09700	610 E 5th St	Newberg	97132	0.1629	4	2.00	1352	Frank & Bonnie Nusser
R3219AD09800	501 S College St	Newberg	97132	0.1147	3	1.00	1092	Masumi Quintero
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R3219AD10000	509 S College St	Newberg	97132	0.3110	4	2.00	2128	Treeca M & Jeffrey Adams
R3219AD10100	519 S College St	Newberg	97132	0.1033	2	1.00	719	Stephen Harris
R3219AD10200	619 E 6th St	Newberg	97132	0.1010	2	1.00	728	Tu Thoi Vo
R3219AD10300	613 E 6th St	Newberg	97132	0.1067	2	1.00	728	Benoit & Deborah Berho

R3219AD10400	611 E 6th St	Newberg	97132	0.1388	2	1.00	743	Tommie Trent
R3219AD10500	603 E 6th St	Newberg	97132	0.1721	2	1.00	1352	Gary Cooper
R3219AD10600	514 S School St	Newberg	97132	0.1555	3	1.00	1682	Linda Hutchinson
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R3219AD10800	600 E 5th St	Newberg	97132	0.1492	3	2.00	1503	Mary Kelley
R3219AD10900	514 E 5th St	Newberg	97132	0.1721	5	3.50	3051	M Maurice & Sharon MacY
R3219AD11000	509 S School St	Newberg	97132	0.1721	2	1.00	1460	Candace Peterson
R3219AD11100	515 S School St	Newberg	97132	0.2020	4	2.00	1014	Robert Coffin
R3219AD11200	521 S School St	Newberg	97132	0.1147	4	2.00	1464	Delmer & Nicola Munroe
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R3219AD11300	503 E 6th St	Newberg	97132	0.1147	2	1.00	920	Johanna L For & Johanna Creech
R3219AD11400	512 S Howard St	Newberg	97132	0.2295	2	2.00	1188	Dorothy Tarpley
R3219AD11500	508 S Howard St	Newberg	97132	0.1147	2	1.00	943	Anthony & Wendy Vece
R3219DA00600	608 S Meridian St	Newberg	97132	0.1377	2	1.00	1617	Carol Buche
R3219DA00700	902 E 6th St	Newberg	97132	0.1924	5	3.00	2428	William & Debra Headley
R3219DA00800	603 S Meridian St	Newberg	97132	0.1928	3	2.00	1284	Newberg School District 29j
R3219DA00900	607 S Meridian St	Newberg	97132	0.1859	3	1.00	1202	Stephen & Robyn Boyles
R3219DA01000	617 S Meridian St	Newberg	97132	0.1721	3	1.50	1150	Ingalls, Matthew J & Abigail A
R3219DA01100	621 S Meridian St	Newberg	97132	0.1377	3	1.00	1081	Troy & Laura Kronewitter
R3219DA04200	714 E 6th St	Newberg	97132	14.2800	0	0.00	0	School District No 29
R3219DA04300		Newberg	97132	13.8100	0	0.00	0	School District No 6

Land Use Notice

FILE # HISD3-15-01

PROPOSAL: Historic Landmark modification review to remove the garage building and build a 603 square foot addition onto the back of the house.

FOR FURTHER INFORMATION, CONTACT:

City of Newberg
Community Development Department
414 E First Street
Phone: 503-537-1240

2'

3'

SOUTH COLLEGE STREET

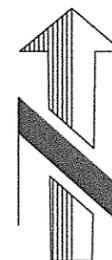
30.00'

129.00'

GAS

EXISTING
CONCRETE
PATIO

EXISTING GARAGE

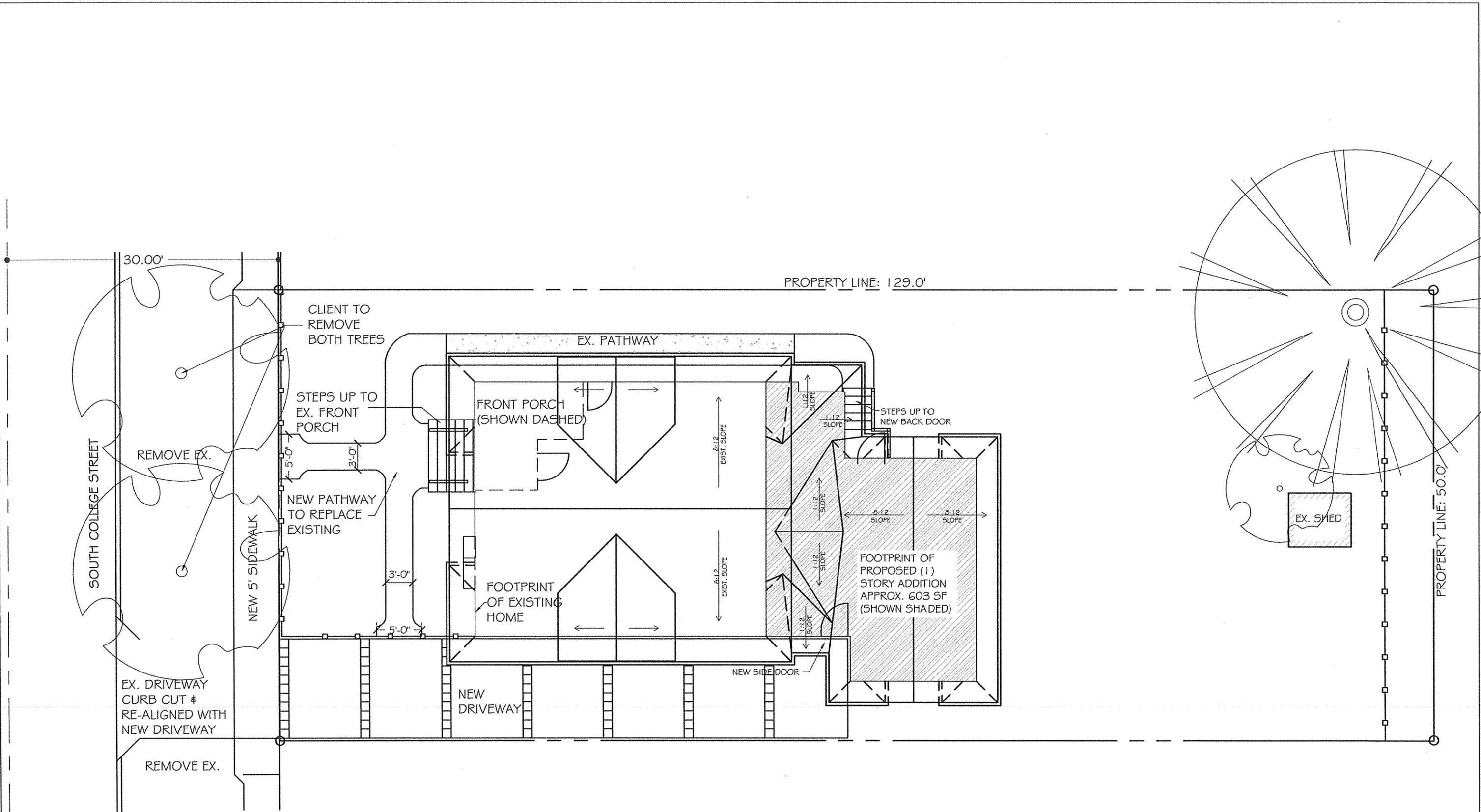


TAX ID: R3219AD 09301
CITY OF NEWBERG
YAMHILL COUNTY
ZONE: R2
SETBACKS:
FRONT: 15'
SIDE: 5'
REAR: 20'

EXST'G
SHED

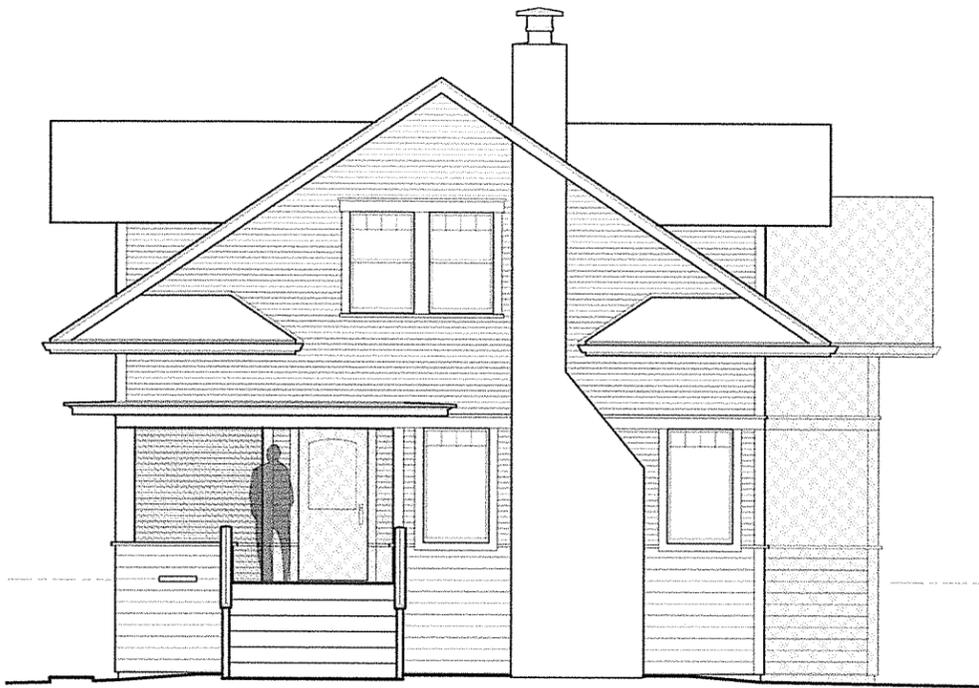
AS-BUILT SITE PLAN

SCALE: 1" = 10'-0"



PROPOSED REMODEL SITE PLAN

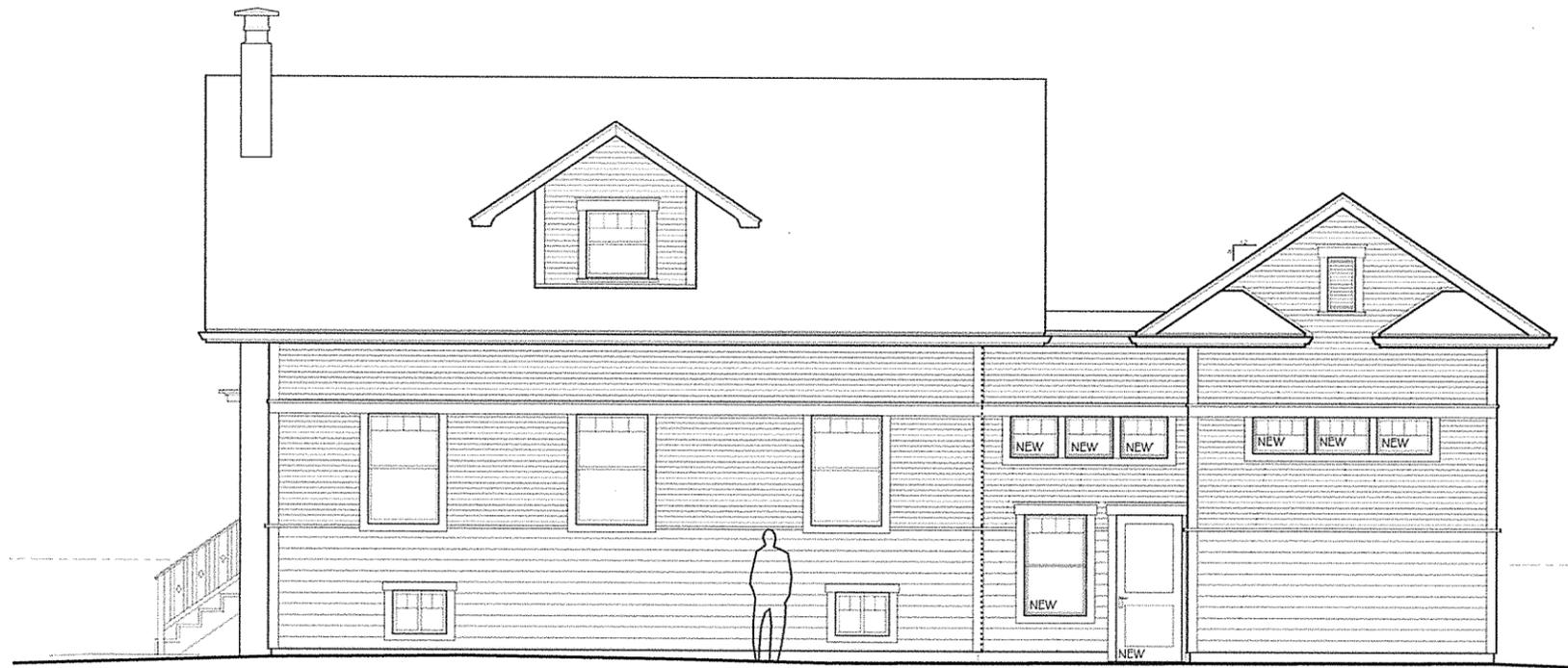
SCALE: 1" = 10'-0"



ADDITION
(BEYOND)

PROPOSED WEST (FRONT) ELEVATION

SCALE: 1/8" = 1'-0"



ADDITION

PROPOSED SOUTH ELEVATION

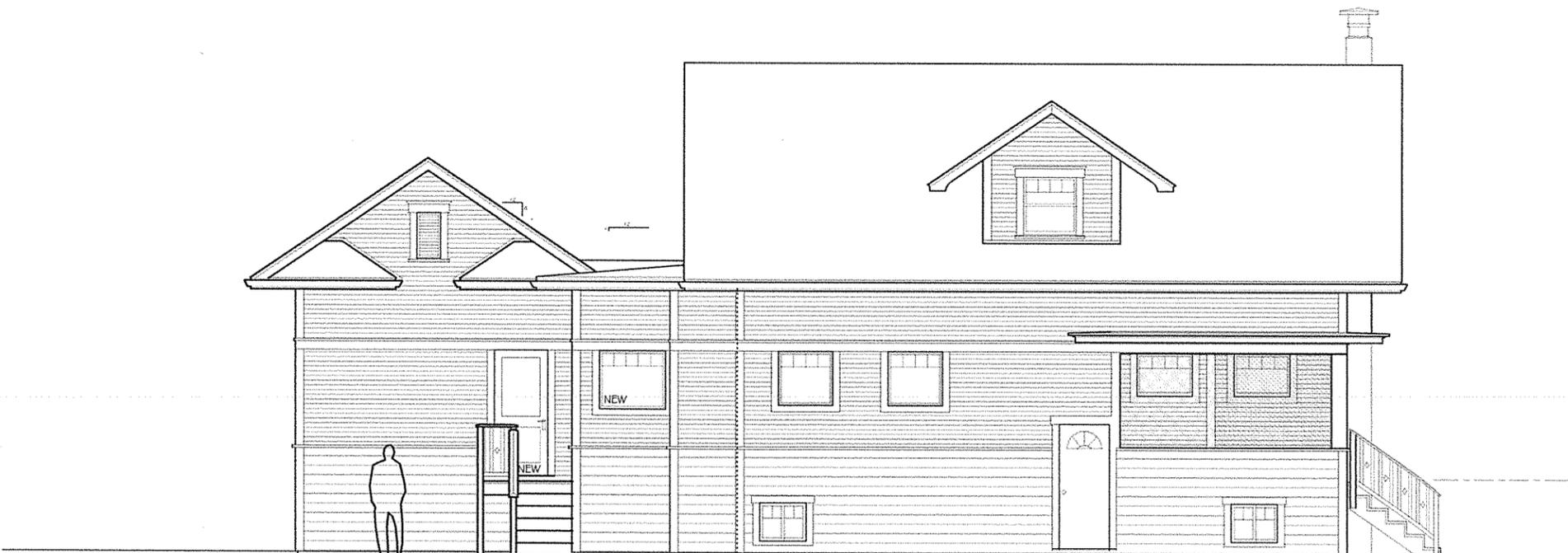
SCALE: 1/8" = 1'-0"



ADDITION INTO BACKYARD

PROPOSED EAST (BACK) ELEVATION

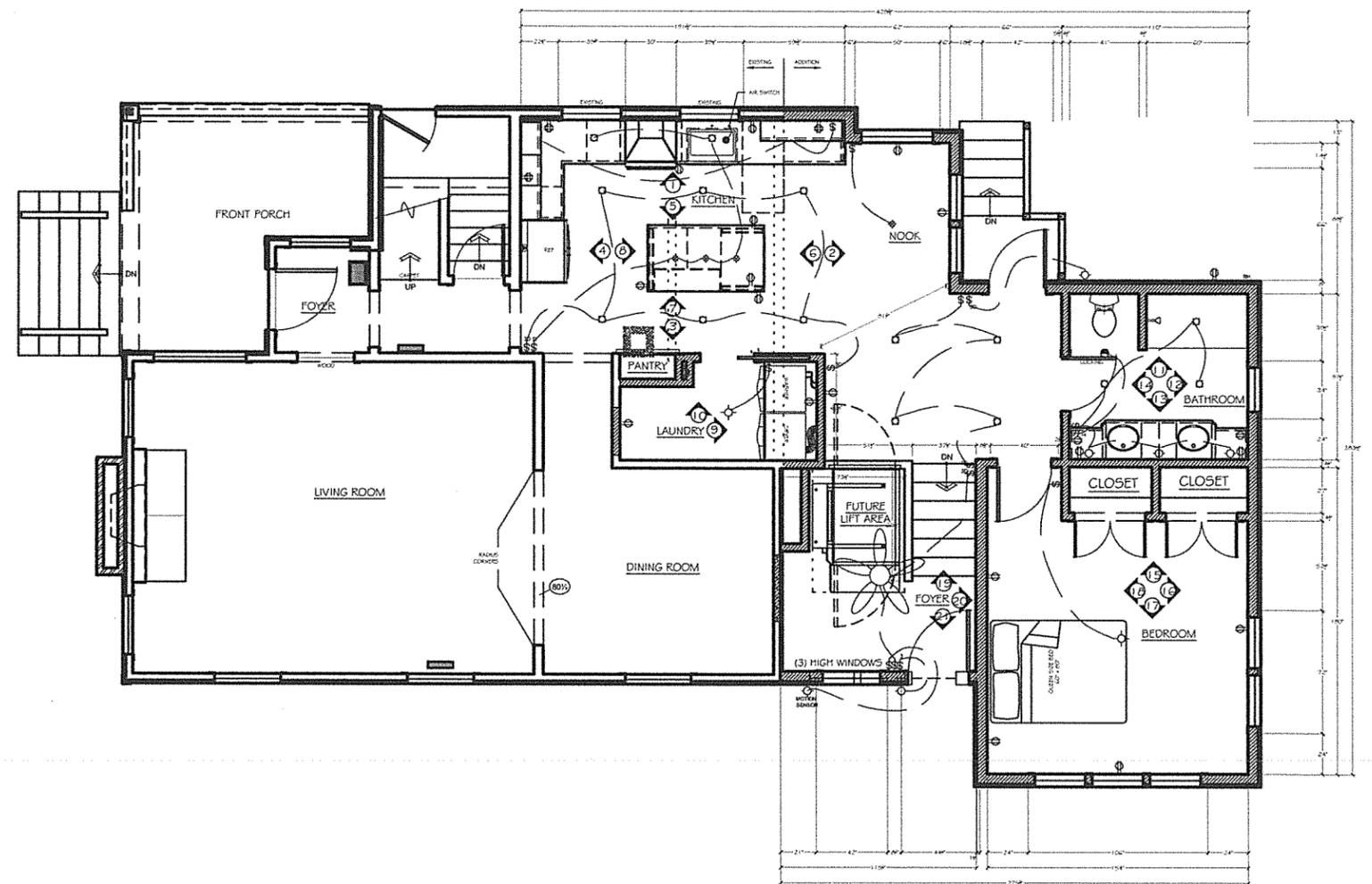
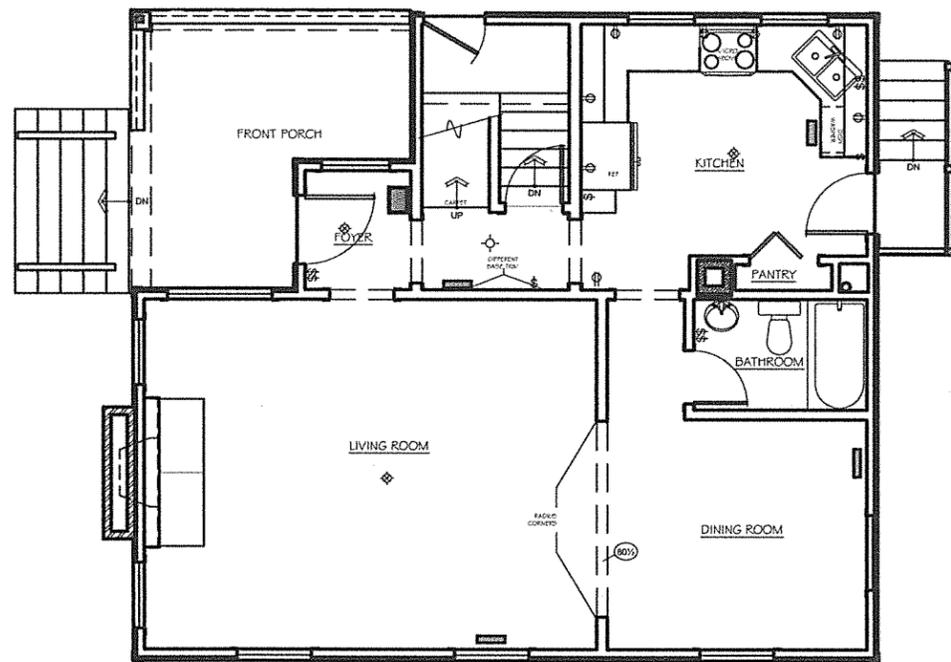
SCALE: 1/8" = 1'-0"



ADDITION INTERIOR REMODEL

PROPOSED NORTH ELEVATION

SCALE: 1/8" = 1'-0"



AS BUILT 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

PROPOSED REMODEL 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Doug Rux

From: Olson, Molly <molly.olson@intel.com>
Sent: Thursday, July 09, 2015 10:52 AM
To: Doug Rux
Cc: Therese DuBravac; Olson, Molly
Subject: Addendum - Historic Landmark Modification Review for 516 S. college Street
Attachments: Addendum – Historic Landmark Modification Review for 516 S. College Street.pdf

Hi Doug

We have been working on the project to reduce the cost and I have attached the updated drawings to share the changes. Overall the street view does not change and there is less change to the historic structure than the submitted plan. Please let us how we best deal with this – should we include this now as an alternate or bring it up at the meeting or is there some other action we need to take? Let us know so we can take the appropriate actions.

The main changes that impact the historical review are:

1. Look at the view labeled North Elevation (standing on the south side of the house looking North). The change is that the stairs are no longer inside the house – so the view changes from a window and external door on the bottom floor to a window and door at the top of the stairs. The change is not visible from the street view and does not impact the historic structure.
2. Look at the view labeled East Elevation (standing at the front of the house looking east). The front stairs will not be redone at this time – removing a previously proposed change to the historic structure
3. The roof pitch changes slightly – which preserves the existing window in the upstairs bedroom (seen from the West Elevation) removing a previously proposed change to the historic structure
4. The kitchen windows (seen from the view labeled South elevation) will not be replaced removing a previously proposed change to the historic structure.

Rgds

Molly

Molly H. Olson
Iconic Solutions and Experiences
UMI-CCG
Mobile: 971-285-1497



WEST ELEVATION
SCALE: 1/4" = 1'-0"



12
8

NEW

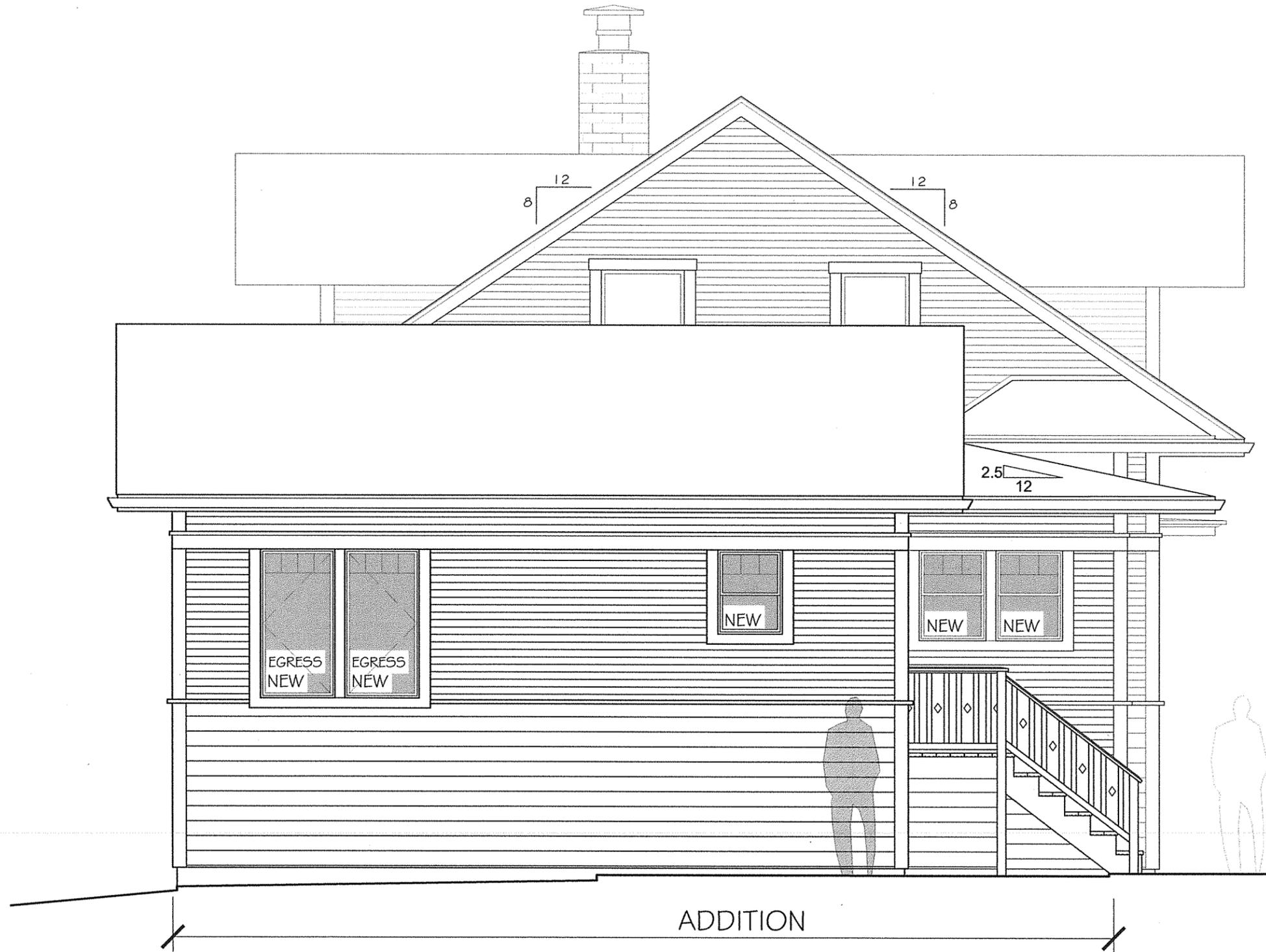
NEW

NEW

NEW

ADDITION

 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



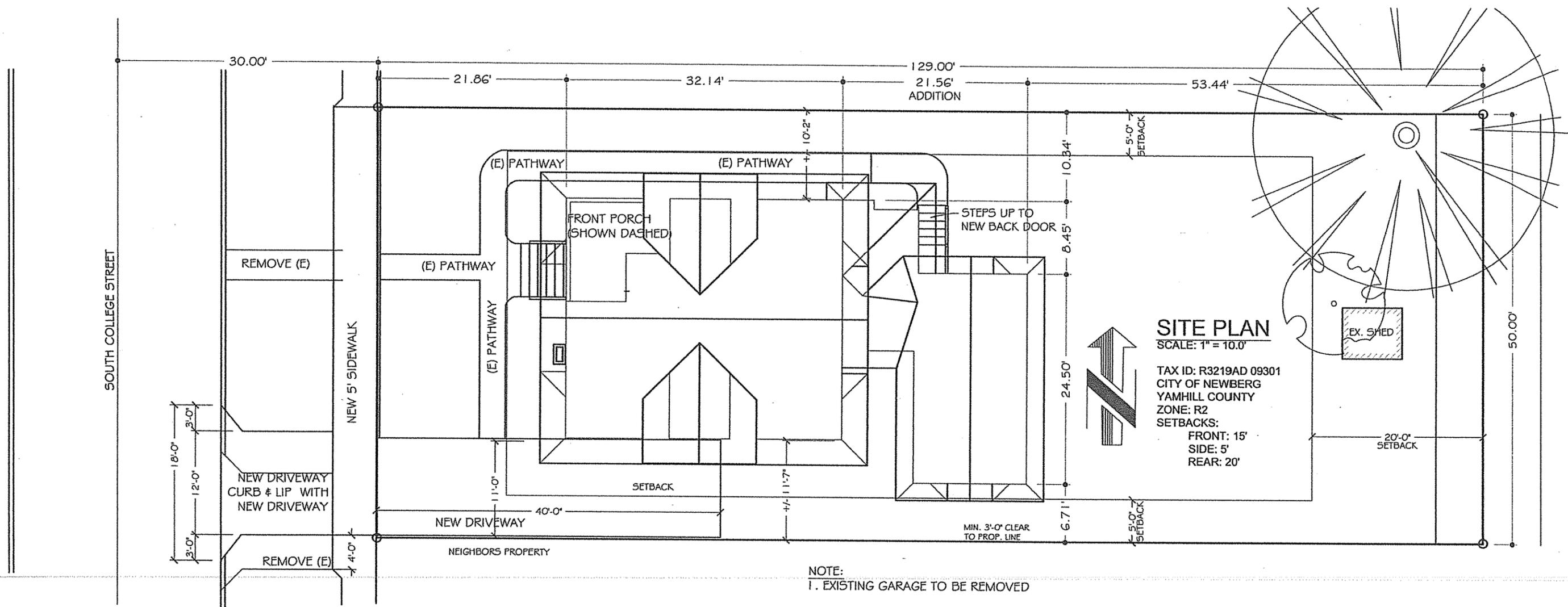
EAST ELEVATION
SCALE: 1/4" = 1'-0"

138/142

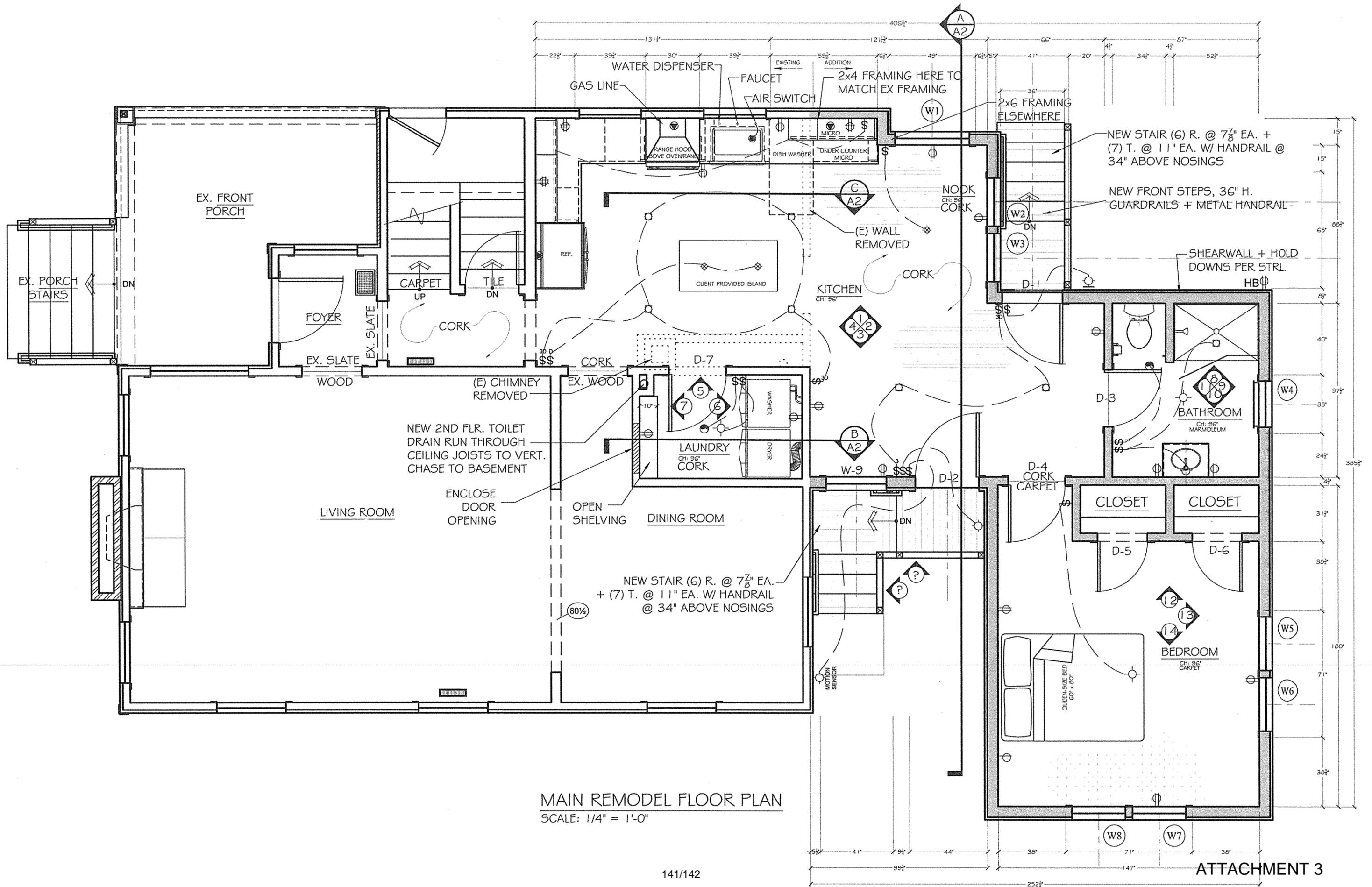
ATTACHMENT 3



 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



NOTE:
 1. EXISTING GARAGE TO BE REMOVED
 2. CONNECT NEW ROOF DOWNSPOUTS TO EXISTING SITE STORM DRAINS



MAIN REMODEL FLOOR PLAN
 SCALE: 1/4" = 1'-0"

HISD3-15-001

RECEIVED

JUL 14 2015

Initial: _____

14 July, 2015

Newberg Historic Preservation Commission,

As neighboring property owner located at 512 S. College Street I appreciate the concerns taken in this matter. I am familiar with the proposed changes to the property in question and fully approve of the project.



James & Donna Morehead

512 S. College Street

Newberg, OR 97132

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