

TYPE I APPLICATION -- 2019 (ADMINISTRATIVE REVIEW)

File #: DR119-0010

TYPES - PLEASE CHECK ONE:

- Code Adjustment
Final Plat
Minor Design Review ADU
Property Line Adjustment
Property Line Consolidation
Type I Extension or Type I Minor/Major Modification
Type II or Type III Extension or Minor Modification
Other: (Explain)

APPLICANT INFORMATION:

APPLICANT: Daniel J. McCleskey
ADDRESS: 615 N. Hulet Avenue Newberg, OR 97132
EMAIL ADDRESS: dmc777@me.com
PHONE: 503-710-5981 MOBILE: FAX:
OWNER (if different from above): Daniel & Libby McCleskey (Same) PHONE:
ADDRESS:
ENGINEER/SURVEYOR: PHONE:
ADDRESS:

GENERAL INFORMATION:

PROJECT NAME: Shed/Garage to ADU Conversion PROJECT LOCATION: 615 N Hulet Avenue
PROJECT DESCRIPTION/USE: Convert 350ft^2 to usable living space PROJECT VALUATION: \$10-15K
MAP/TAX LOT NO. (i.e. 3200AB-400): R3217DC 06404 ZONE: R3 SITE SIZE: 6,447 SQ. FT. [X] ACRE []
COMP PLAN DESIGNATION: HDR TOPOGRAPHY: Flat
CURRENT USE: 1/2 garage, 1/2 accessory storage/TV viewing room.
SURROUNDING USES:
NORTH: Neighboring Home SOUTH: Neighboring Home
EAST: Street/Sidewalk WEST: Neighboring Daycare

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: [] Fees [] 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:

Code Adjustment p. 4
Final Plat p. 6
Minor Design Review p. 10
Property Line Consolidation p. 11
Property Line Adjustment p. 12

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: Daniel J. McCleskey Date: 9/9/19
Owner Signature: Daniel J. McCleskey Date: 9/9/19
Print Name: Daniel J. McCleskey

Attachments: General Information, Fee Schedule, Criteria, Checklists

RECEIVED

SEP 10 2019

Initial: _____

Keisha - Application/Drawing
15.445.260



Cash Register Receipt
City of Newberg

Receipt Number
R5487

| DESCRIPTION | ACCOUNT | QTY | PAID |
|---|----------------|-------|-----------------|
| ProjectTRAK | | | \$458.85 |
| DR119-0010 Address: 615 N HULET AVE APN: R3217DC 06404 | | | \$458.85 |
| TECHNOLOGY FEE | | | \$21.85 |
| TECHNOLOGY FEE | 01-0000-341006 | 0 | \$21.85 |
| TYPE I | | | \$437.00 |
| DUPLEX OR COMMERCIAL/INDUSTRIAL MINOR ADDITION REVIEW | 01-0000-341003 | 10000 | \$437.00 |
| TOTAL FEES PAID BY RECEIPT:R5487 | | | \$458.85 |

Date Paid: Tuesday, September 10, 2019

Paid By: MCCLESKEY DANIEL J

Cashier: MF

Pay Method: OTC CARD 005





First American

First American Title Insurance Company

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

Read and Approved
as to content and form

Read and Approved
as to content and form

Order No.: 1032-3185566
February 01, 2019

BY McCleskey

BY LaBarnes OTM

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

LAUREL BARNES, Escrow Officer/Closer
Phone: (503)538-7361 - Fax: (866)800-7290 - Email: LaBarnes@firstam.com
First American Title Insurance Company
515 E Hancock, Newberg, OR 97132

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Clayton Carter, Title Officer
Phone: (503)376-7363 - Fax: (866)800-7294 - Email: ctcarter@firstam.com

Preliminary Title Report

County Tax Roll Situs Address: 615 Hulet Avenue, Newberg, OR 97132

| | | | | |
|-------------------------------------|--------------|-----------------------|------------|-------------------|
| | Liability \$ | <u>306,000</u> | Premium \$ | <u>962</u> |
| 2006 ALTA Owners Standard Coverage | Liability \$ | 368,500.00 | Premium \$ | 968.00 |
| 2006 ALTA Owners Extended Coverage | Liability \$ | | Premium \$ | |
| 2006 ALTA Lenders Standard Coverage | Liability \$ | <u>296,800</u> | Premium \$ | <u>383</u> |
| 2006 ALTA Lenders Extended Coverage | Liability \$ | 295,365.00 | Premium \$ | 382.00 |
| Endorsement 9.10, 22 & B.1 | | | Premium \$ | 100.00 |
| Govt. Service Charge | | | Cost \$ | 20.00 |
| Other | | | Cost \$ | |

Proposed Insured Lender: To Be Determined

Proposed Borrower: Libby E. McCleskey and Daniel J. McCleskey

We are prepared to Issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation 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 January 28, 2019 at 8:00 a.m., title to the fee simple estate is vested in:

Mark Mills

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

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

~~8~~ Deed of Trust and the terms and conditions thereof.
 Grantor/Trustor: Mark Mills
 Grantee/Beneficiary: Mortgage Electronic Registration Systems, Inc., MERS solely as a nominee for Pacific Residential Mortgage, LLC, its successors and assigns
 Trustee: Pacific Northwest Title, an Oregon corporation
 Amount: \$132,800.00
 Recorded: October 08, 2004
 Recording Information: Instrument No. 200420626, Deed and Mortgage Records

The beneficial interest under said Deed of Trust has been assigned to Wells Fargo Bank, NA, by Assignment recorded September 10, 2012, as Instrument No. 201212742, Deed and Mortgage Records.

~~10~~ Deed of Trust and the terms and conditions thereof.
 Grantor/Trustor: Mark Mills
 Grantee/Beneficiary: National City Bank
 Trustee: Fidelity National Title
 Amount: \$94,000.00
 Recorded: March 30, 2007
 Recording Information: Instrument No. 200707099, Deed and Mortgage Records

Note: This Deed of Trust contains Line of Credit privileges. If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

Re-Recorded April 02, 2007 as Instrument No. 200707228, Deed and Mortgage Records

~~11~~ A State Revenue Tax Warrant for the amount herein stated, plus interest and statutory charges:
 Warrant No.: L1395629696
 Entered: April 5, 2018
 Recorded: April 9, 2018 as Instrument No. 201804945, Deed and Mortgage Records
 Amount: \$5,008.84
 Debtor: Mark R. Mills

- END OF EXCEPTIONS -

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$2,977.01
 Map No.: R3217DC 06404
 Property ID: 484027
 Tax Code No.: 29.0

NOTE: We find no matters of public record against Libby E. McCleskey and Daniel J. McCleskey that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

First American Title



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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 claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD EXCEPTIONS

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 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 and not shown by the public records.

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

TI 149 Rev. 7-22-08

Exhibit "A"

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

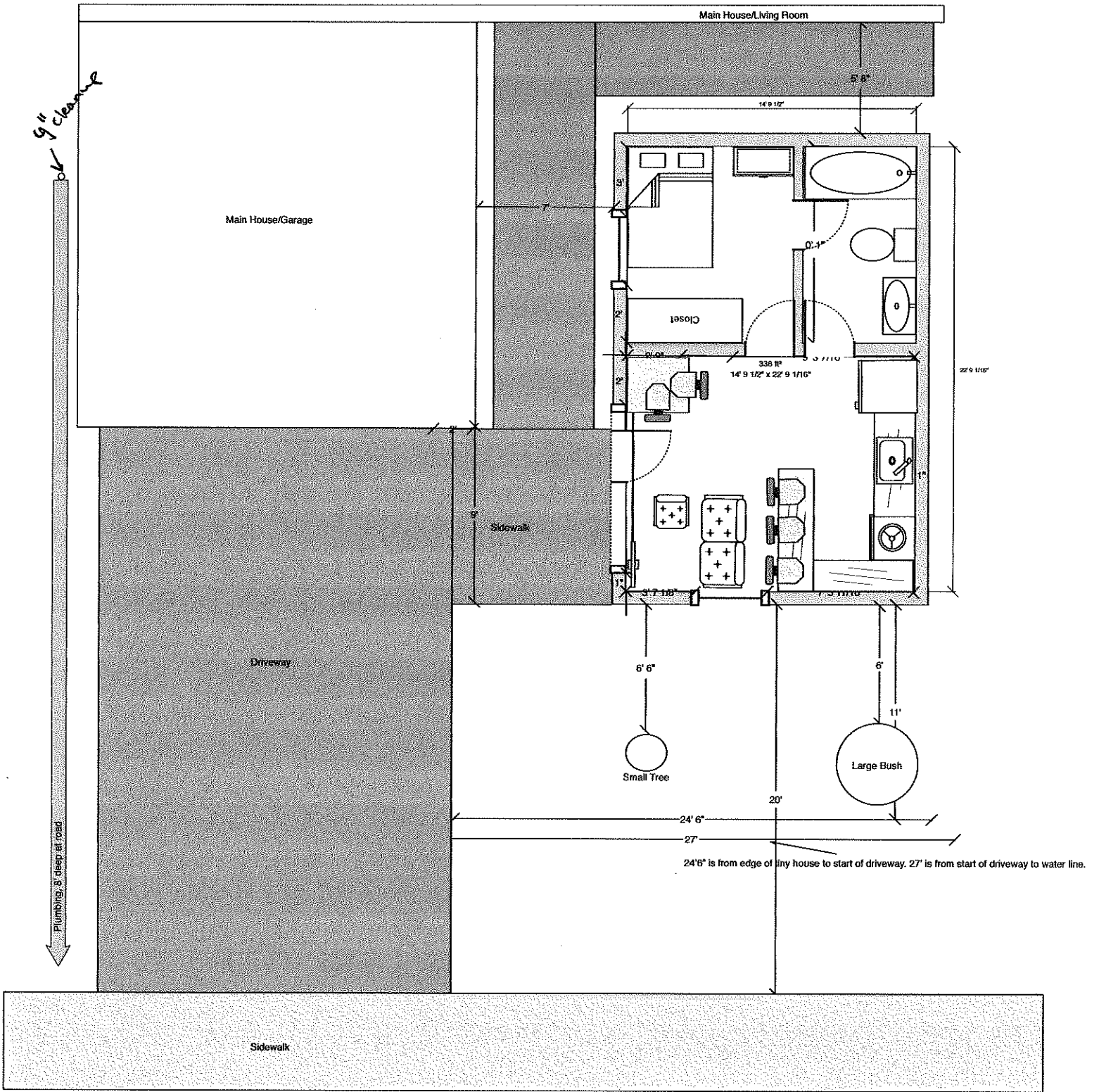
Parcel 2 of Partition Plat No. 91-18 recorded April 16, 1991 in Film Volume 3, Page 87 - Plat records of Yamhill County, Oregon.

Further described as beginning at a point South 00° 16' 44" West 54.00 feet from the Southeast corner of Lot 3, Block 3 OAKWOOD SUBDIVISION in Yamhill County, Oregon; thence continuing South 00° 16' 44" West 54.00 feet; thence North 89° 41' 00" West 119.36 feet to an iron rod; thence North 00° 16' 44" East 54.00 feet to a point; thence South 89° 41' 00" East 119.36 feet to the point of beginning.

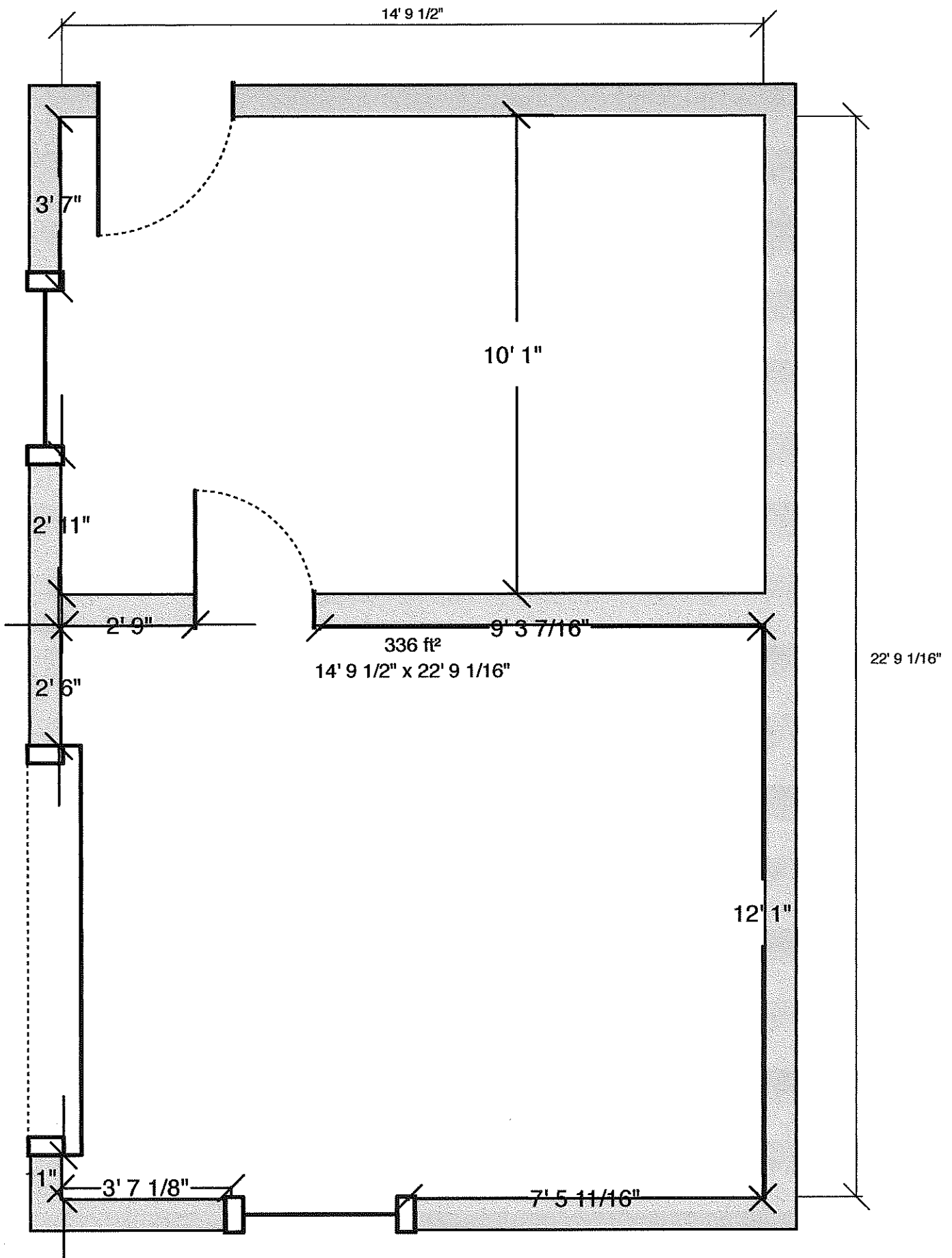
NOTE: This Legal Description was created prior to January 01, 2008.

TYPE 1 DESIGN REVIEW CRITERIA

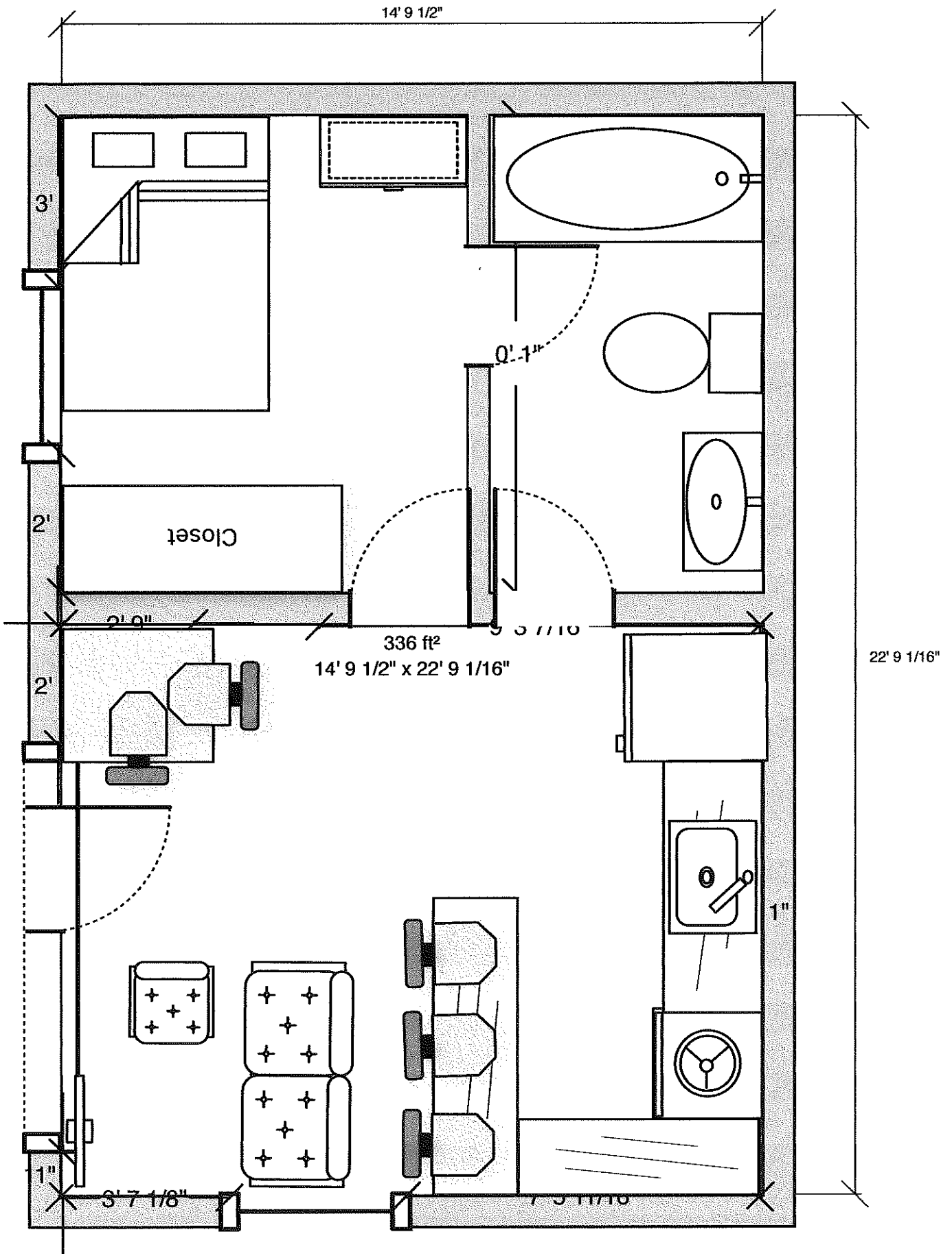
1. Parking - Parking areas shall meet the requirements of 15.440.010
 - a. **There will be 4 parking spaces between the two-car garage in the house and the two-car driveway. This meets the need to have 3 spaces for the 3 bedrooms of the main home and an additional parking space for the ADU.**
2. Setbacks and general requirements - the proposal shall comply with 15.415.010 et seq. dealing with height restrictions and public access; and 15.410.010 et seq. dealing with setbacks, coverage, vision clearance, and yard requirements.
 - a. **There will be no changes to the height, public access, or setbacks of the already existing permitted structure.**
3. Landscape requirements – the proposal shall comply with 15.420.010 dealing with landscape requirements and landscape screening.
 - a. **The existing shrubs will be removed and replaced with flowers/shrubs/small trees, and will not violate 15.420.010**
4. Signs -signs shall comply with 15.435.010 et seq. dealing with signs.
 - a. **Not applicable**
5. Zoning district compliance -the proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in 15.304.010 through 15.328.040 of this code.
 - a. **The zoning is R-3 and an ADU is a permitted use.**



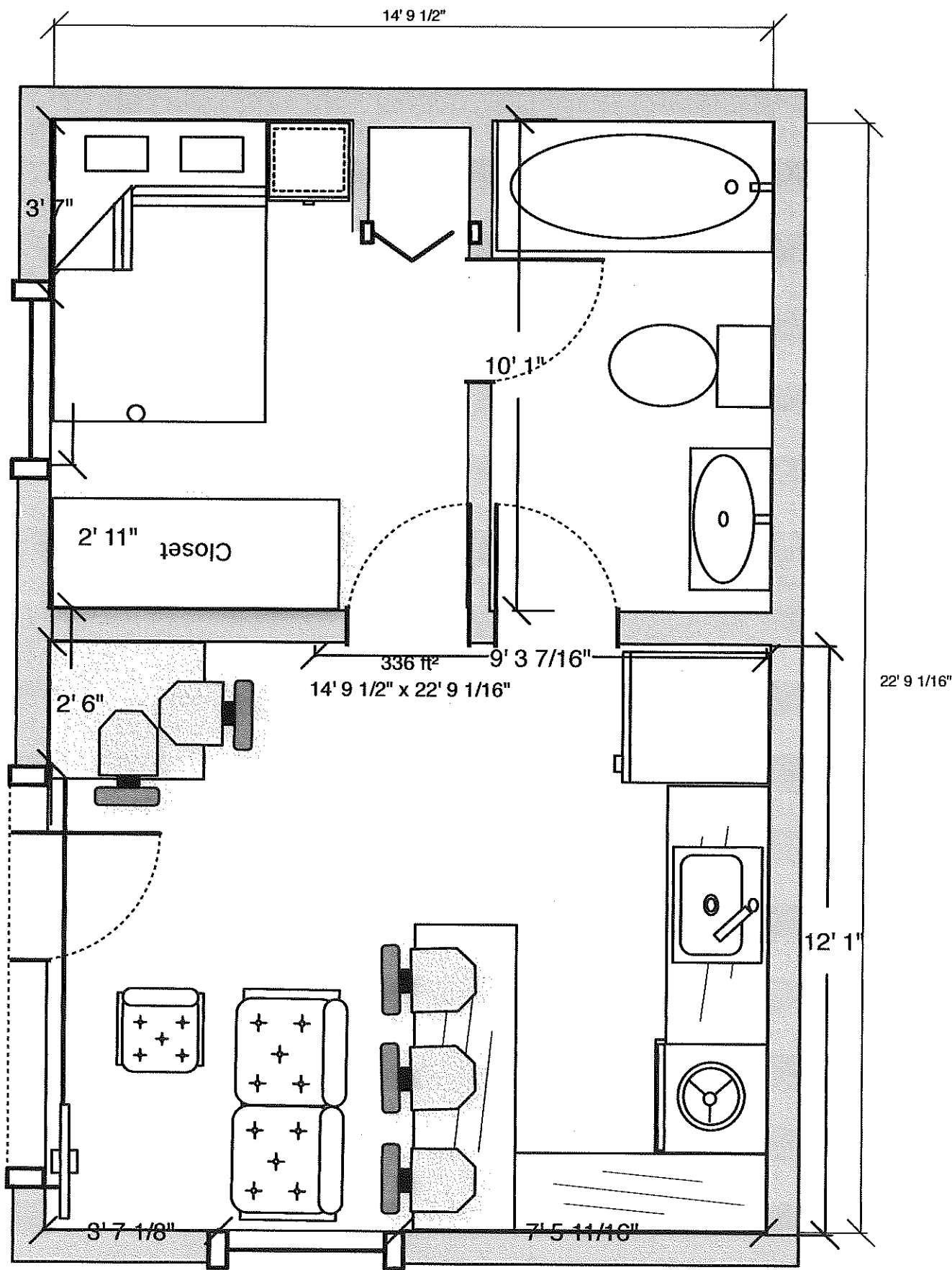
Adv Location Relative to House and Street



Zoom-In of Adu in current permitted state.



Zoom-In of Adu in future state - Version A



Zoom-In of Adu in future state - Version B w/ ductless laundry closet