



TYPE I APPLICATION -- 2019 (ADMINISTRATIVE REVIEW)

File #: 19-0016

TYPES - PLEASE CHECK ONE:

- Code Adjustment
Final Plat
[X] 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: MICHAEL BRITTELL
ADDRESS: 2920 BURLINGTON DRIVE, NEWBERG, OR, 97132
EMAIL ADDRESS: michael@elementalhomedesign.com
PHONE: 503-538-5844 MOBILE: 971-235-9838
OWNER (if different from above):
ADDRESS:
ENGINEER/SURVEYOR:
ADDRESS:

GENERAL INFORMATION:

PROJECT NAME: BRITTELL ADU PROJECT LOCATION: 2920 BURLINGTON DR., NEWBERG
PROJECT DESCRIPTION/USE: NEW ADU PROJECT VALUATION: \$40K
MAP/TAX LOT NO. (i.e. 3200AB-400): R3207DA 00344 ZONE: R-1/SP SITE SIZE: 6,300 SQ. FT. [X] ACRE []
COMP PLAN DESIGNATION: LDR TOPOGRAPHY: FLAT
CURRENT USE: R-3 OCCUPANCY (SINGLE-FAMILY RESIDENTIAL) / Specific Plan
SURROUNDING USES: R-1/SP
NORTH: R-3 R-1/SP SOUTH: R-3 R-1/SP
EAST: R-3 R-1/SP WEST: R-3 R-1/SP

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: [X] Fees [X] Current Title Report [X] Written Criteria Response [X] Owner Signature

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

Table with 2 columns: Application Type and Page Number. Includes 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: Michael Brittell Date: 12/5/19

Owner Signature: Michael Brittell Date: 12/5/19

Print Name: MICHAEL BRITTELL

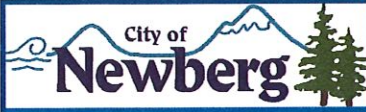
Print Name: MICHAEL BRITTELL

Attachments: General Information, Fee Schedule, Criteria, Checklists

Bozell 12/5/19

Leslie Brittell





Cash Register Receipt

City of Newberg

Receipt Number
R6059

DESCRIPTION	ACCOUNT	QTY	PAID
ProjectTRAK			\$458.85
DR119-0016 Address: 2920 N BURLINGTON DR APN: R3207DA 00344			\$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	40000	\$437.00
TOTAL FEES PAID BY RECEIPT:R6059			\$458.85

Date Paid: Tuesday, December 10, 2019

Paid By: BRITTELL MICHAEL A

Cashier: BMGN

Pay Method: CHECK 0086



Property Account Summary

12/5/2019



Click image above for more information

RECEIVED

DEC 10 2019

Initial: _____

Account Number	504634	Property Address	2920 BURLINGTON DR , NEWBERG, OR 97132
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General Information

Alternate Property #	R3207DA 00344
Property Description	Lot 24 in FENWAY PARK AT OAK KNOLL
Property Category	Land &/or Buildings
Status	Active, Locally Assessed
Tax Code Area	29.0
Remarks	

Tax Rate

Description	Rate
Total Rate	15.0518

Property Characteristics

Neighborhood	Newberg General
Land Class Category	101 Res Improved
Account Acres	0.1446
Change Property Ratio	Residential

Related Properties

No Related Properties Found

Property Values

Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Assessed Value AVR	\$226,707	\$220,104	\$213,693	\$207,469	\$201,428
Exempt Value EAR					
Taxable Value TVR	\$226,707	\$220,104	\$213,693	\$207,469	\$201,428
Real Market Land MKLTL	\$200,405	\$180,714	\$167,323	\$138,866	\$97,273
Real Market Buildings MKITL	\$154,648	\$132,023	\$125,684	\$117,051	\$132,850

Real Market Total MKTTL	\$355,053	\$312,737	\$293,007	\$255,917	\$230,123
M5 Market Land MKLND	\$200,405	\$180,714	\$167,323	\$138,866	\$97,273
M5 Limit SAV M5SAV					
M5 Market Buildings MKIMP	\$154,648	\$132,023	\$125,684	\$117,051	\$132,850
M50 MAV MAVMK	\$226,707	\$220,104	\$213,693	\$207,469	\$201,428
Assessed Value Exception					
Market Value Exception					
SA Land (MAVUUse Portion) SAVL					

Active Exemptions

No Exemptions Found

Tax Balance

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
11/15/2019 00:00:00	1075304	\$3,412.35	\$3,412.35	\$3,309.98	\$0.00
11/16/2018 00:00:00	1029393	\$3,430.81	\$3,430.81	\$3,327.89	\$0.00
11/13/2017 00:00:00	978405	\$3,647.01	\$3,647.01	\$3,537.60	\$0.00
11/14/2016 00:00:00	794216	\$3,572.41	\$3,572.41	\$3,465.24	
11/12/2015 00:00:00	522666	\$3,508.51	\$3,508.51	\$3,403.26	
11/10/2014 00:00:00	221662	\$3,272.91	\$3,272.91	\$3,174.73	

Sales History

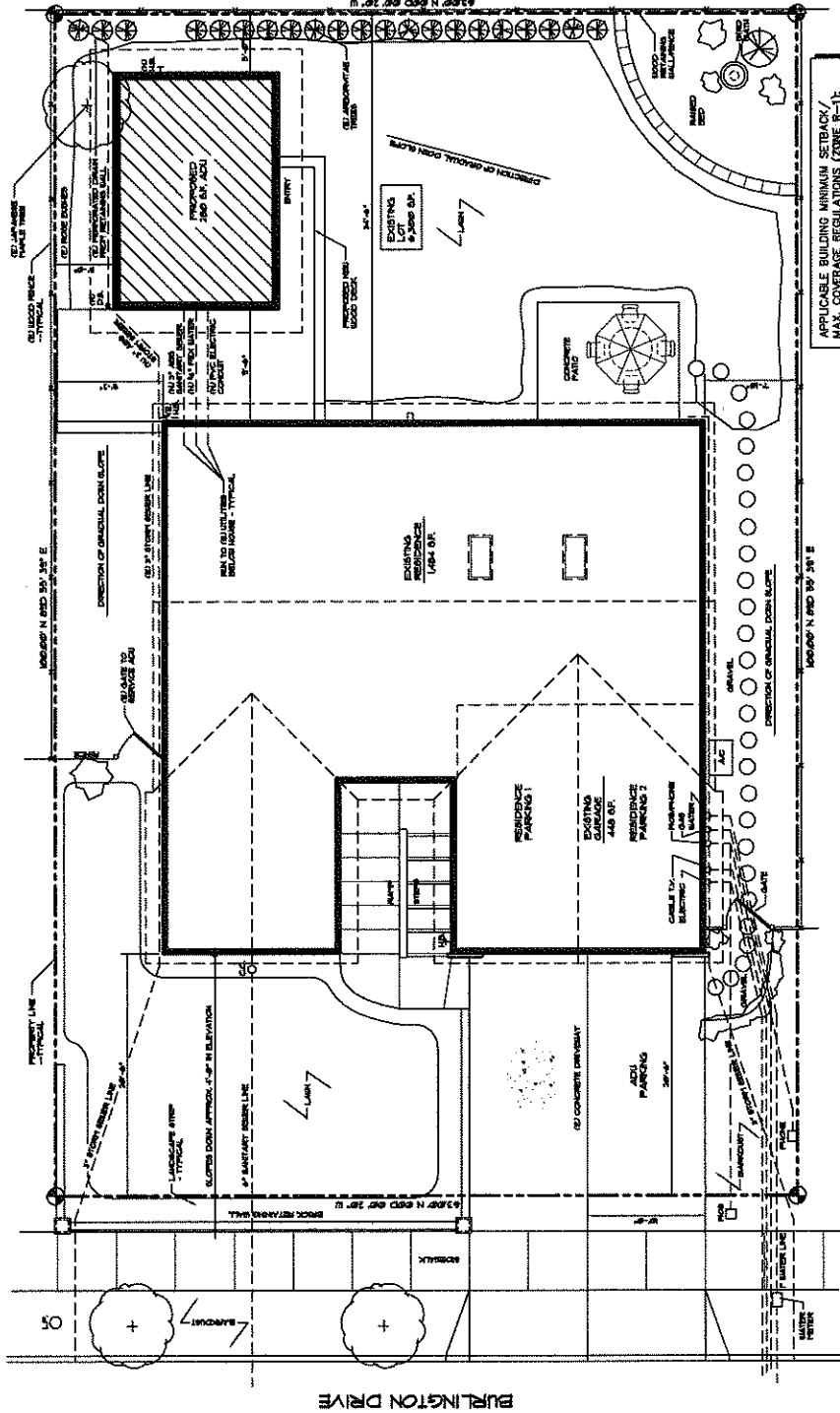
Transfer Date	Receipt Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Other Parcels
10/17/1997	10/17/1997	1997-17575	\$138,000.00	89343		S	No
10/17/1997	10/17/1997	1997-17574	\$44,900.00	89342		S	No

Property Details

Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths
1478	0 X 0	1997	45	1	0	0	0

Public Utility Map





APPLICABLE BUILDING MINIMUM SETBACK / MAX. COVERAGE REGULATIONS (ZONE R-1.1)

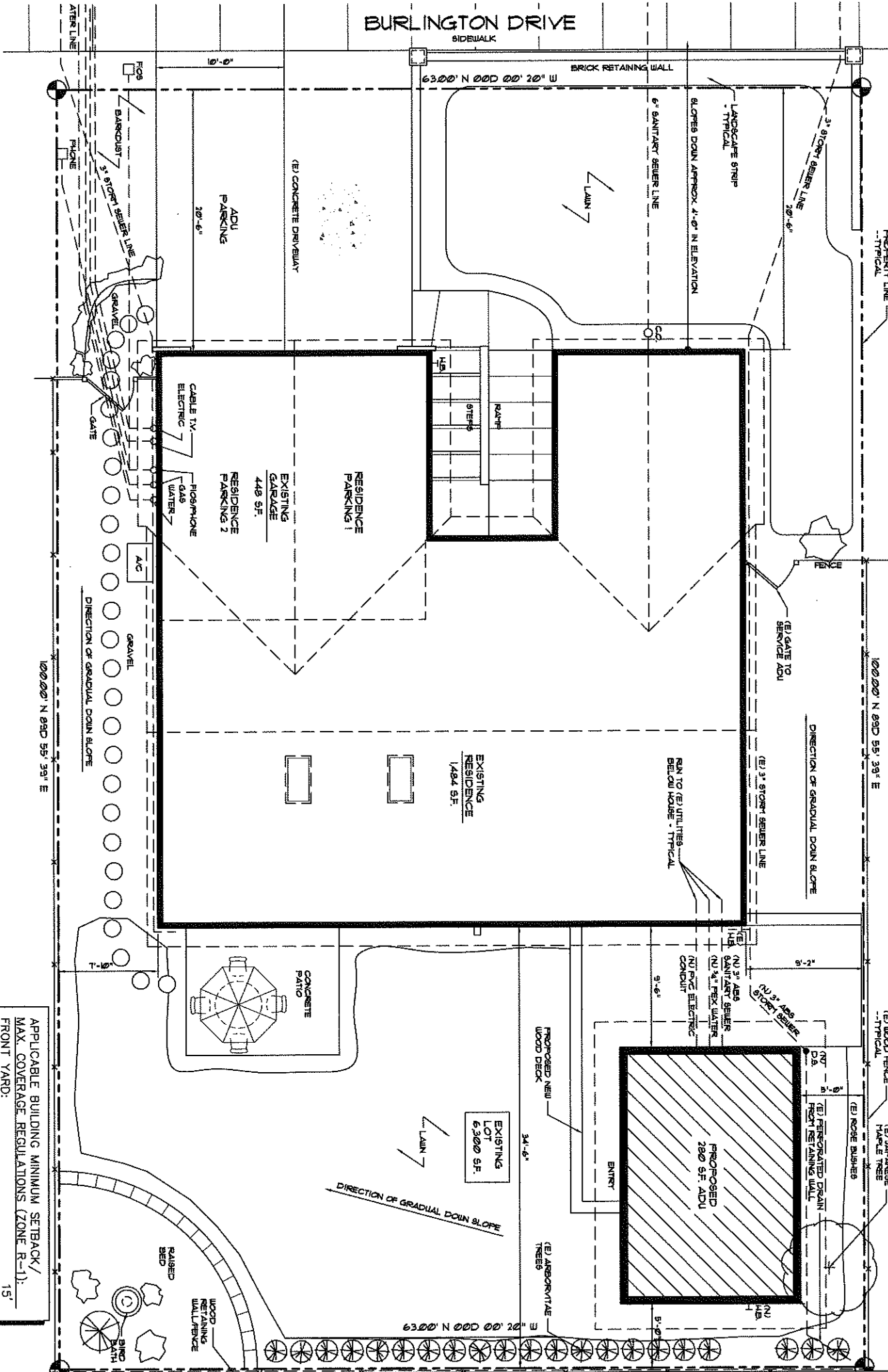
FRONT YARD	20'
FRONT YARD TO GARAGE	5'
SIDE/REAR YARD (INTERIOR)	15'
MAXIMUM HEIGHT (ADU)	16'
MAXIMUM HEIGHT (1-STORY)	30%
ACTUAL LOT COVERAGE	30%
(2,212 / 6,300 = 0.35)	
MAXIMUM PARKING COVERAGE	30%
(411 / 6,300 = 0.07)	
MAXIMUM COMBINED COVERAGE	60%
ACTUAL COMBINED COVERAGE	42%
(0.35 + 0.07 = 0.42)	

IMPROVED SITE PLAN
LOCATED ON LOT 24 IN NEIGHBORHOOD OF GARDEN HILL, SAN FRANCISCO

Maximum Lot Coverage in R-1/SP is
40%

BURLINGTON DRIVE

BIDEWALK



IMPROVED SITE PLAN

LOCATED AT LOT 24 N FERRIS PARK AT OAK KNOLL 1" = 50'-0"

APPLICABLE BUILDING MINIMUM SETBACK/
MAX. COVERAGE REGULATIONS (ZONE R-1):

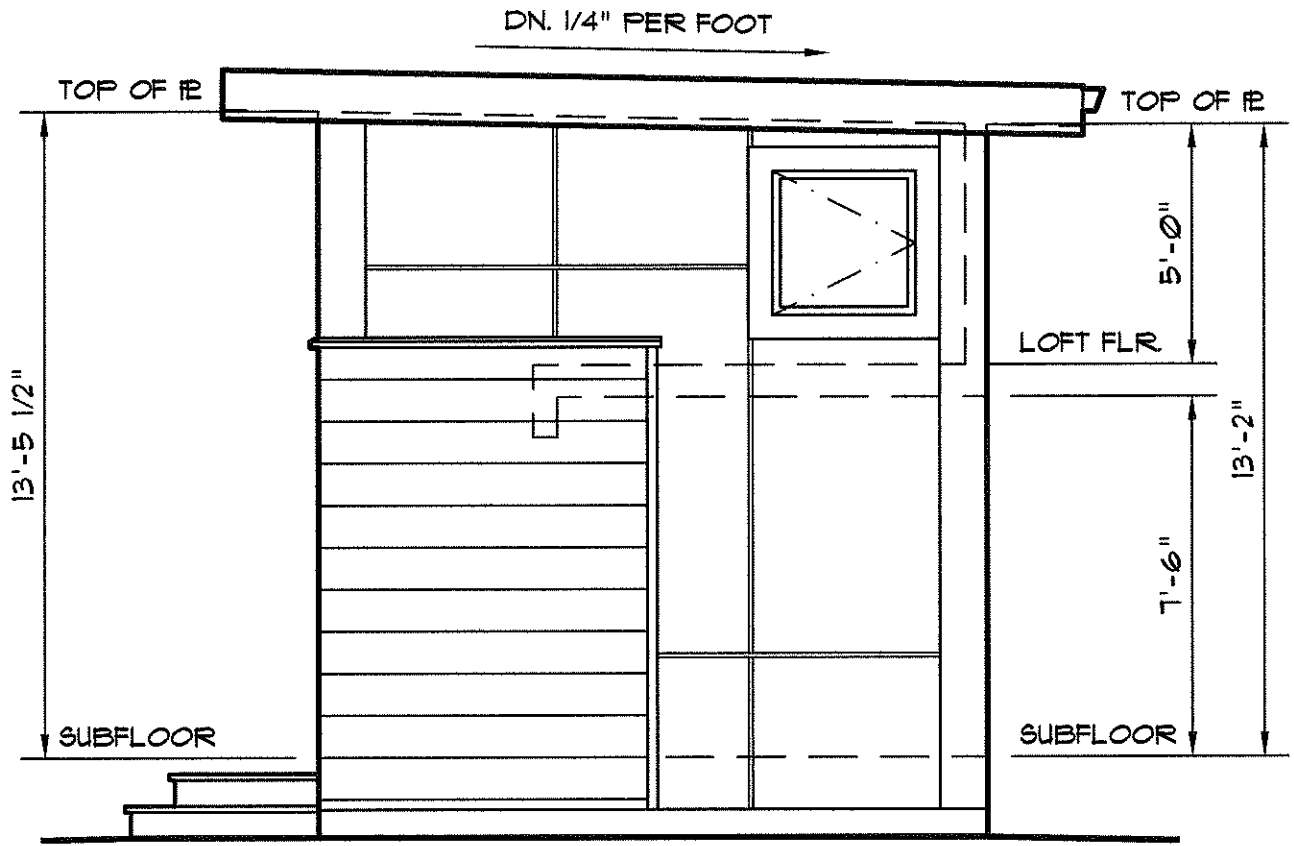
FRONT YARD:	15'
FRONT YARD TO GARAGE:	20'
SIDE/REAR YARD (INTERIOR):	5'
MAXIMUM HEIGHT (ADU):	16'
MAXIMUM LOT COVERAGE (1-STORY):	50%
ACTUAL LOT COVERAGE:	35%
(2,212 / 6,300 = 0.35)	
MAXIMUM PARKING COVERAGE:	30%
ACTUAL PARKING COVERAGE:	7%
(411 / 6,300 = 0.07)	
MAXIMUM COMBINED COVERAGE:	60%
ACTUAL COMBINED COVERAGE:	42%
(2,212 + 411 = 2,623 / 6300 = 0.42)	





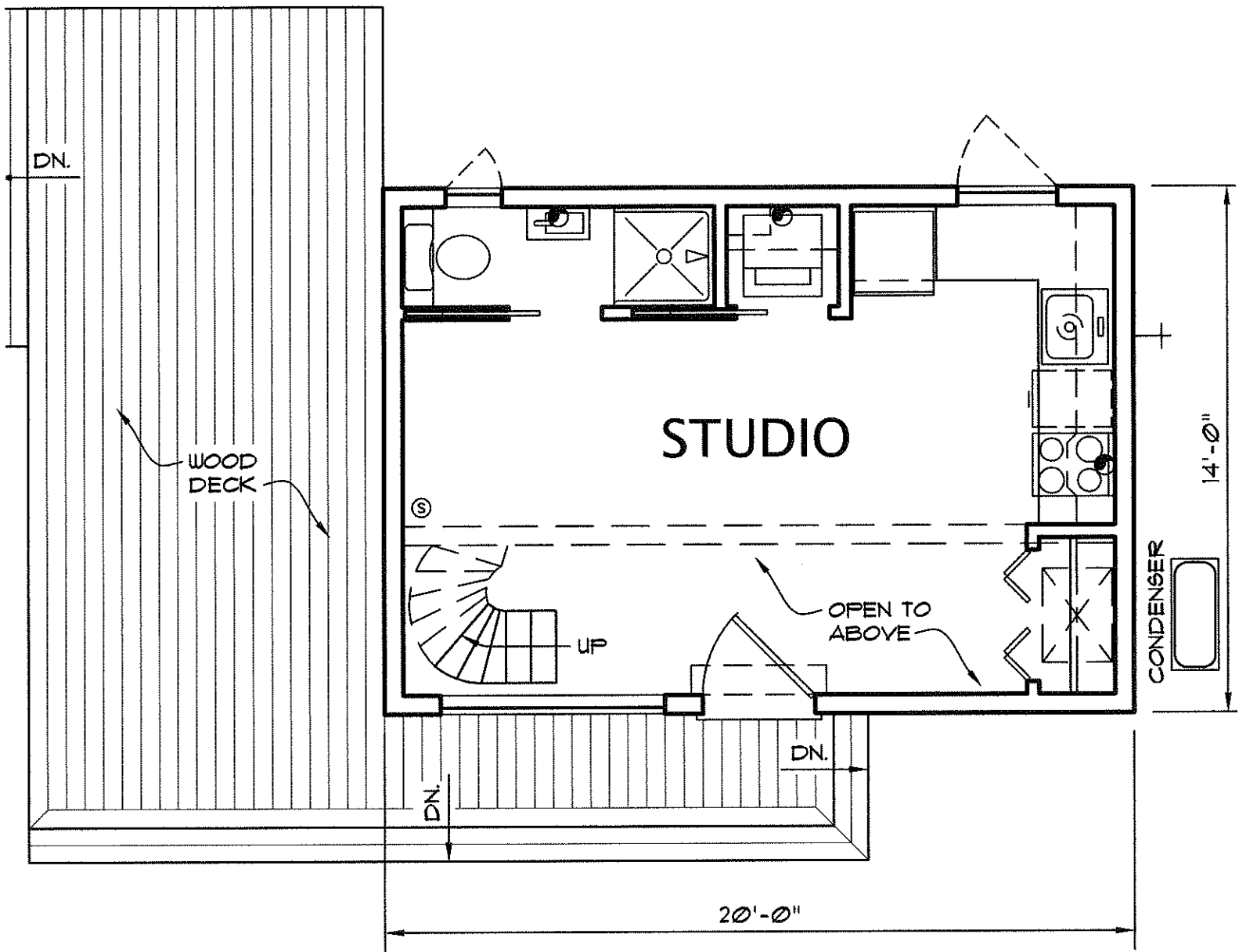
PRELIMINARY
SOUTH ELEVATION

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

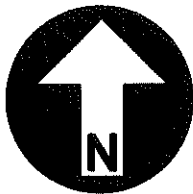


PRELIMINARY EAST ELEVATION

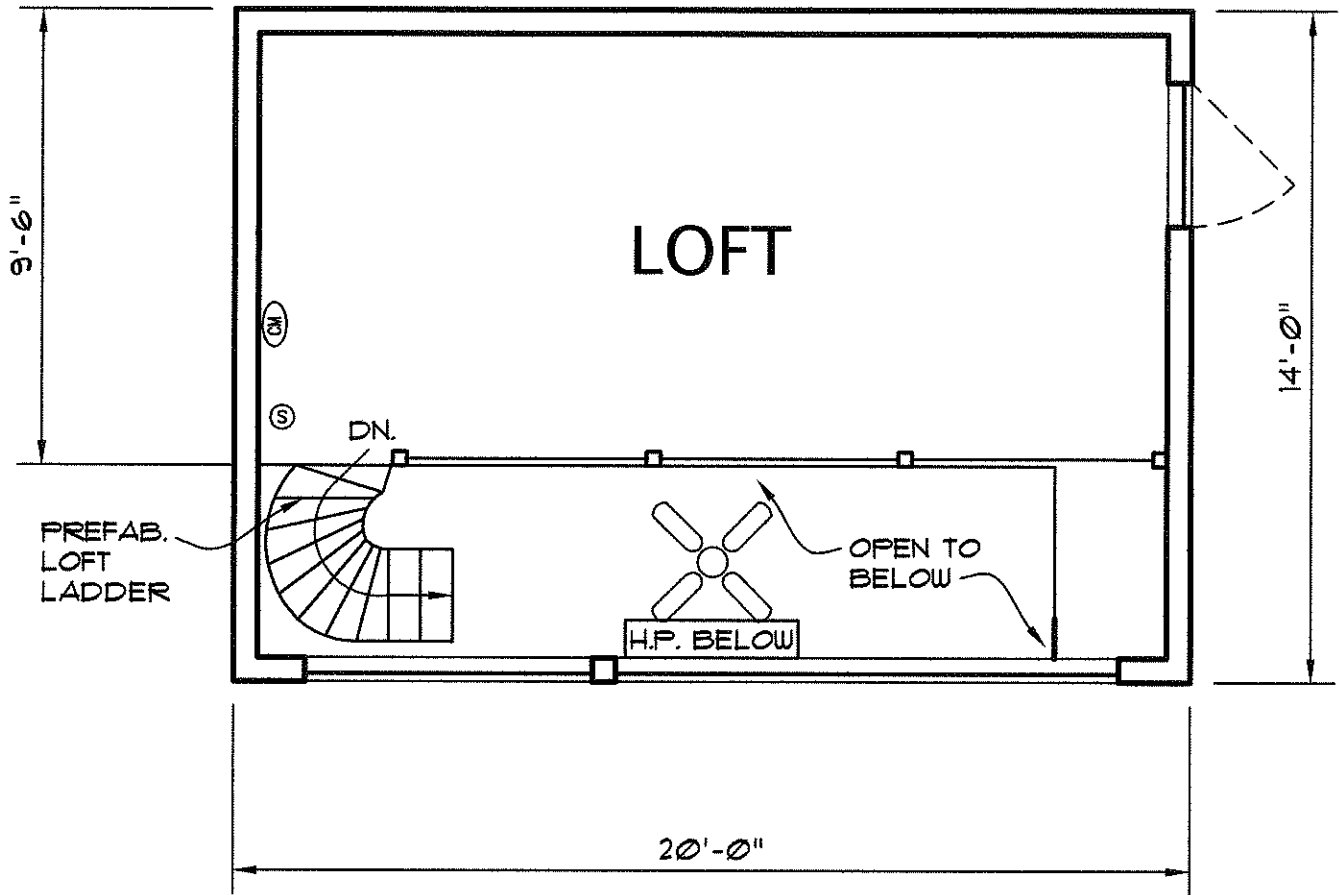
SCALE: 1/4" = 1'-0"



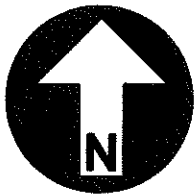
PRELIMINARY MAIN FLOOR PLAN



SCALE: 1/4" = 1'-0"
(280 S.F. LIVING)



PRELIMINARY LOFT FLOOR PLAN



SCALE: 1/4" = 1'-0"
(171 SF. LOFT)

KEY'S HOMES, INC.

Grantor's Name and Address
MICHAEL AARON BRITTELL
2111 WASHINGTON
NEWBERG, OR 97132

Grantee's Name and Address
After recording return to:
ESCROW WEST, INC.
2201 PORTLAND ROAD
NEWBERG, OR 97132
Until a change is requested, all tax statements shall be sent to the following address:
SAME AS GRANTEE

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK



199717575 2:07pm 10/17/97

001 056175 88 05 000201 R
1 0 D88 2 10.00 10.00 20.00 0.00 0.00 0.00

TITLE NO. 12387
ESCROW NO. 01-000135
TAX ACCT. NO. R3207DA-00344

MAP NO.

WARRANTY DEED - STATUTORY FORM
(INDIVIDUAL OR CORPORATION)

18971-10-17-97

KNOW ALL MEN BY THESE PRESENTS, That KEY'S HOMES, INC., an Oregon Corporation hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by MICHAEL AARON BRITTELL and LESLIE CAROL BRITTELL, husband and wife hereinafter called grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of YAMHILL and State of Oregon, described as follows, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except

Subject to any and all easements, restrictions and covenants of record

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$138,000.00. *However, the actual consideration consists of or includes other property or value given or promised which is (the whole/part of/such consideration (indicate which)).* (The sentence between the symbols *, if not applicable should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 17 day of October 19 97; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

KEY'S HOMES, INC.

BY: [Signature] SECRETARY
SEAN T. KEYS

STATE OF OREGON, COUNTY OF Yamhill

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON Oct 17 19 97, BY SEAN T. KEYS, AS SECRETARY, OF KEY'S HOMES, INC.

[Signature]
Notary Public for Oregon

My commission expires: 1/24/2001



10-17-98

EXHIBIT "A"

LOT 24, FENWAY PARK AT OAK KNOLL in the City of Newberg,
County of Yamhill and State of Oregon

Subject to:

- 1) Taxes for the fiscal year 1997/98, a lien in an amount to be determined, but not yet payable.
- 2) Easement as delineated or dedicated on the recorded plat.
For: Utility
Affects: West 10 feet
- 3) Easement as delineated or dedicated on the recorded plat.
For: Storm Drain
Affects: South 5 feet
- 4) Covenants, conditions and restrictions as shown on the recorded Plat.
- 5) Restrictive covenants regarding (street/sewer) improvements, including the terms and provisions thereof, and including among other things a waiver of right of remonstrance.
Recorded: February 27, 1995 as Instrument No. 199502411,
Microfilm Records of Yamhill County
- 6) Landscape and maintenance agreement including the terms and provisions thereof.
Dated: June 13, 1996
Recorded: June 13, 1996 as Instrument No. 199609388,
Microfilm Records of Yamhill County
- 7) Covenants and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons.
Recorded: June 13, 1996
Instrument No: 199609389 Microfilm Records of Yamhill County
- 8) Subdivision compliance agreement including the terms and provisions thereof.
Dated: June 11, 1996
Recorded: June 16, 1996 as Instrument No. 199609390,
Microfilm Records of Yamhill County
- 9) Restrictive covenants regarding (street/sewer) improvements, including the terms and provisions thereof, and including among other things a waiver of right of remonstrance.
Recorded: June 13, 1996 as Instrument No. 199609391,
Microfilm Records of Yamhill County

10-17-98

212

OFFICIAL YAMHILL COUNTY RECORDS
BRIAN VAN BERGEN, COUNTY CLERK

201903434

WHEN RECORDED, MAIL TO:
JPMorgan Chase Bank, N.A.
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683



\$91.00

03/22/2019 11:14:37 AM

Loan Number 4900291476

DMR-STDNR Cnt=2 Stn=2 MILLSA
\$5.00 \$10.00 \$5.00 \$11.00 \$60.00

SUBSTITUTION OF TRUSTEE and FULL RECONVEYANCE

Address of Current Beneficiary: 700 KANSAS LANE, MC 8000 MONROE, LA 71203

WHEREAS, MICHAEL AARON BRITTELL AND LESLIE CAROL BRITTELL whose address is 2920 BURLINGTON DR NEWBERG, OR 97132-6029 was the original Trustor, NONE LISTED was the original Trustee, and WASHINGTON MUTUAL BANK was the original Beneficiary under a certain Deed of Trust dated 11/20/2002 in YAMHILL County, Oregon, under Doc # 200224598, recorded on 12/12/2002.

Property is commonly known as: 2920 BURLINGTON DRIVE, NEWBERG, OR 97132.

WHEREAS, the undersigned, acknowledging full payment of said Deed of Trust and debt, desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee thereunder. NOW, THEREFORE, the undersigned hereby substitutes J.P. MORGAN CHASE CUSTODY SERVICES, INC., as Trustee under said Deed of Trust and directs said J.P. MORGAN CHASE CUSTODY SERVICES, INC. to reconvey, without warranty, to the parties entitled thereto the estate now held by him under said Deed of Trust.


Dated on 3/22/19 (MM/DD/YYYY)

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR IN INTEREST BY PURCHASE FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA

By: 
Donna Acree VICE PRESIDENT

STATE OF LOUISIANA PARISH OF OUACHITA

On 3/22/19 (MM/DD/YYYY), before me appeared Donna Acree, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR IN INTEREST BY PURCHASE FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).


Ira D. Brown #16206
Notary Public - State of LOUISIANA
Commission Expires: LIFETIME

IRA D. BROWN
Ouachita Parish, Louisiana
LIFETIME COMMISSION
NOTARY ID # 16206

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
CHAS6 406180289 WAMU T11903-11:08:49 [C-2] RCNOR1

PAGE (1 of 2)



D0035993441


Loan Number 4900291476

J.P. MORGAN CHASE CUSTODY SERVICES, INC. , hereby accepts the foregoing appointment as Trustee under said Deed of Trust and as successor Trustee, pursuant to a written request of the present Beneficiary and in accordance with the provisions of said Deed of Trust, DOES HEREBY CONVEY to the person or persons legally entitled thereto, without warranty, the estate, title and interest now held by the undersigned in and to the premises more fully described in said Deed of Trust.

Dated on 3/12/19 (MM/DD/YYYY)
J.P. MORGAN CHASE CUSTODY SERVICES, INC.

By:  , as Trustee
Ednique Williams VICE PRESIDENT

STATE OF LOUISIANA COUNTY OF OUACHITA
On 3/12/19 (MM/DD/YYYY), before me appeared Ednique Williams, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of J.P. MORGAN CHASE CUSTODY SERVICES, INC. and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).


Doris O. Britton 67753
Notary Public - State of LOUISIANA
Commission Expires: LIFETIME

Doris O. Britton
Notary Public ID NO. 67753
Ouachita Parish, La.
Lifetime Commission

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
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PAGE (2 of 2)



D0035993441

**2920 Burlington Dr, Newberg
Brittall ADU**

15.220.050 Criteria for design review A. Type I. The following criteria are required to be met in order to approve a Type I design review request:

1. Parking. Parking areas shall meet the requirements of NMC 15.440.010.

Off-street parking is available on site, to the southwest of existing garage. Allotted space allows for one vehicle, in congruence with setback requirements. See site plan for details.

2. Setbacks and General Requirements. The proposal shall comply with NMC 15.415.010 through 15.415.060 dealing with height restrictions and public access; and NMC 15.405.010 through 15.405.040 and 15.410.010 through 15.410.070 dealing with setbacks, coverage, vision clearance, and yard requirements.

- **15.415.010:** Main building used as a primary dwelling exists on the lot. Proposed accessory building to be located northeast of primary dwelling – it will be a detached structure, which shall be used as an accessory dwelling.
- **15.415.020:** The primary dwelling sits under the 30 ft. height limitation at 25’-5”. As the proposed ADU is less than 800 square feet, the maximum allowable height is 24 ft. However, ADU height is proposed at 16 ft.
- **15.415.030:** There are no architectural features that are exempt from these height restrictions.
- **15.415.040:** The ADU will not block any public access.
- **15.415.050:** N/A – Proposed project is for providing an ADU on premises, not a single-family attached dwelling.
- **15.415.060:** N/A – There will not be a business on premises.
- **15.405.010: Lot area – Lot areas per dwelling unit**
 - A. The lot in question is not being subdivided and is in the R-1 district.
 - B. The lot in question is 6,300 square feet, which is greater than the minimum 5,000 square feet and is in R-1 district.
 - C. The lot in question does not include any land listed.
 - D. Lot is not being subdivided.
- **15.405.020: Lot area exceptions**
 - A. The lot recorded is in congruence with the mandated lot size range for the R-1 district.

- **15.405.030: Lot dimensions and frontage**
 - B. The lot in question is smaller than the minimum 15,000 square foot limit, and is therefore exempt.
 - C. The lot area size in question does not include area contained in public or private streets.
 - D. N/A – There are no frontage roads near lot in question.

- **15.405.040: Lot coverage and parking requirements**
 - 1. Maximum Lot Coverage.
 - a. R-1: 40 percent, or 50 percent if all structures on lot are one story.
 - Lot coverage is 35.1% or 2,212 square feet, which is under the maximum lot coverage of 50% (all structures being one story).
 - 2. Maximum Parking Coverage. R-1, R-2, R-3, and RP: 30 percent.
 - The parking coverage will be 411 square feet (6.5%), which is under the maximum allowance of 30%.
 - 3. Combined Maximum Lot and Parking Coverage.
 - a. R-1, R-2 and RP: 60 percent.
 - Combined maximum lot and parking coverage is 41.6% (2,623 square feet), which is under the 60% maximum.

- **15.410.010: General Yard Regulations**
 - The yard for the lot in question complies with this code, and only serves this one residence in the R-1 district.

- **15.410.020: Front yard setback**
 - 1. AR, R-1 and R-2 districts shall have a front yard of not less than 15 feet. Said yard shall be landscaped and maintained.
 - The proposed ADU will be set back 75 ft. from the front lot line, which exceeds the minimum 15 ft. setback.
 - 2. The entrance to a garage or carport, whether or not attached to a dwelling, shall be set back at least 20 feet from the nearest property line of the street to which access will be provided. However, the foregoing setback requirement shall not apply where the garage or carport will be provided with access to an alley only.
 - Existing garage exceeds the 20 ft. minimum setback from the front property line. No new garage will be added.

- **15.410.030: Interior yard setback**
 - A. Residential.

■ 1. All lots or development sites in the AR, R-1, R-2 and R-3 districts shall have interior yards of not less than 5 feet, except that where a utility easement is recorded adjacent to a side lot line, there shall be a side yard no less than the width of the easement.

- The primary dwelling and proposed ADU is set back at least 5 ft. from the side property line on both sides and at least 5 ft. from the rear, all of which exceed the 5 ft. setback minimum.

● **15.410.040: Setback and yard restrictions as to schools, churches and public buildings**

- The lot in question is exempt because it is an R-1 district single-family residence, and not a school, church, or public space.

● **15.410.050: Special setback requirements to planned rights-of-way**

- The lot in question is exempt because it does not abut partial or future streets.

● **15.410.060: Vision clearance setback**

- The lot in question is exempt because there are no intersections near this property to require said vision clearance setbacks.

● **15.410.070: Yard exceptions and permitted intrusions into required yard setbacks**

- There are no private streets that lead to this lot in question.
- The fence for this lot will not exceed 6 feet in height.

3. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

The single-family home on the premises will have a front yard of approximately 1,710 square feet and a rear yard of approximately 2,378 square feet, totaling 4,088 square feet. This exceeds the minimum of 48 square feet for R-1 district housing for a single-family home.

4. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

We are not proposing any signs.

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 NMC 15.305.010 through 15.336.020.

ADU's are permitted by right in R-1 zoning district.

15.305.020 Zoning use table – Use districts.

Single-family homes and accessory dwelling units are permitted by right within the R-1 Zoning District.

15.405.010: Lot area – Lot areas per dwelling unit.

A. In the following districts, each lot or development site shall have an area as shown below except as otherwise permitted by this code:

1. In the R-1 district, each lot development site shall have a minimum area of 5,000 square feet or as may be established by a subdistrict. The average size of lots in a subdivision intended for single-family development shall not exceed 10,000 square feet.

The lot is 6,300 square feet which is larger than the 5,000 square foot minimum lot requirement.

B. Lot or Development Site Area per Dwelling Unit.

1. In the R-1 District, there shall be a minimum of 5,000 square feet per dwelling unit.

The single-family residence will be situated on a 6,300 square foot lot, which meets the 5,000 square foot minimum per dwelling unit.

15.405.040: Lot coverage and parking coverage requirements.

B. Residential uses in residential zones shall meet the following lot coverage and parking coverage standards. See the definition in NMC 15.05.030 & Appendix A, Figure 4.

1. Maximum Lot Coverage.

a. R-1: 40 percent, or 50 percent if all structures on lot are one story.

Lot coverage is 35.1% or 2,212 square feet, which is under the maximum lot coverage of 50% (all structures being one story)

2. Maximum Parking Coverage. R-1, R-2, R-3, and RP: 30 percent.

The parking coverage will be 411 square feet (6.5%), which is under the maximum allowance of 30%.

3. Combined Maximum Lot and Parking Coverage.

a. R-1, R-2 and RP: 60 percent.

Combined maximum lot and parking coverage is 41.6% (2,623 square feet), which is under the 60% maximum.

15.410.020: Front yard setback

1. AR, R-1 and R-2 districts shall have a front yard of not less than 15 feet. Said yard shall be landscaped and maintained.

The proposed ADU will be set back 75 ft. from the front lot line, which exceeds the minimum 15 ft. setback.

2. The entrance to a garage or carport, whether or not attached to a dwelling, shall be set back at least 20 feet from the nearest property line of the street to which access will be provided. However, the foregoing setback requirement shall not apply where the garage or carport will be provided with access to an alley only.

Existing garage exceeds the 20 ft. minimum setback from the front property line. No new garage will be added.

15.410.030: Interior yard setback

A. Residential.

1. All lots or development sites in the AR, R-1, R-2 and R-3 districts shall have interior yards of not less than 5 feet, except that where a utility easement is recorded adjacent to a side lot line, there shall be a side yard no less than the width of the easement.

The primary dwelling and proposed ADU is set back at least 5 ft. from the side property line on both sides and at least 5 ft. from the rear, all of which exceed the 5 ft. setback minimum.

**2920 Burlington Dr, Newberg
Brittall ADU**

15.445.260 Development Standards

A. Location. Accessory dwelling units are outright permitted uses in the R-1, R-2, R-3, RP, I and AR zones. Accessory dwelling units are a conditional use in the C-2 and C-3 zones.

- Proposed ADU is an outright permitted use in the R-1 zone, in which it shall be located.

B. Limitations. An accessory dwelling unit is permitted, providing there is compliance with all of the following standards:

1. An accessory dwelling unit may be created within the interior or as an addition to an attached or detached residential structure or as a freestanding accessory building.

- Proposed accessory building shall be a detached residential structure.

2. An accessory dwelling unit may not exceed 50 percent of the size of the primary unit, up to a maximum of 1,000 square feet.

- Existing primary dwelling is 1,484 s.f. and the proposed ADU is 280 s.f.
- Proposed ADU is under 50% the primary dwelling size and below the 1,000 s.f. maximum area limitation.

3. The number of residents permitted to inhabit the accessory dwelling unit is regulated by the current edition of the Oregon Residential Specialty Code.

- No more than (2) individuals shall be living in the proposed ADU at a time.

4. In addition to the number of parking spaces required for the primary residence, as established in NMC 15.440.030, one on-site parking space shall be provided for the accessory dwelling unit. This parking space shall be paved and/or covered.

- Existing primary dwelling has (2) on-site paved parking spaces within garage.
- Proposed ADU has (1) existing on-site paved parking space outside of garage. However, it is understood that this provision is elective as HB 2001 states that off-street parking is not required for ADU's effective January 1, 2020.

5. Owner occupancy of the primary unit or accessory dwelling unit is not required.

- Owners of primary dwelling understand that their occupancy of either unit is not a condition of ADU approval.

6. An accessory dwelling unit cannot be partitioned or subdivided from the parcel of the primary unit if there are shared water and wastewater lines.

- Owners of primary dwelling have no intention of and fully understand that it is not possible to subdivide, as the lot size is under the minimum lot size allowable for subdivision in the base zone.

7. There shall be compliance with all of the development standards established in the base zone. [Ord. 2832 NMC 1 (Exh. A), 7-2-18; Ord. 2730 NMC 1 (Exh. A (15)), 10-18-10; Ord. 2505, 2-1-99. Code 2001 NMC 151.678.2.]

- In this proposal, all development standards established for the base zone shall be fully adhered to.



Ticor Title Company of Oregon
1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND MONETARY ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary Encumbrances

To ("Customer"): Elemental Home Design-Build
PO Box 579
Newberg, OR 97132

Customer Ref.: _____
Order No.: 471820088515
Effective Date: January 3, 2020 at 08:00 AM
Charge: \$100.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES ONLY MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of the property ("the Property") as of the Effective Date is:

Michael Aaron Brittell and Leslie Carol Brittell, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

2920 Burlington Drive, Newberg, OR 97132

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Monetary Encumbrances

Monetary Encumbrances. As of the Effective Date, the Property appears subject to the following monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

SPECIFIC ITEMS AND EXCEPTIONS:

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

Fiscal Year: 2019/2020
Amount: \$3,412.35
Levy Code: 29.0
Account No.: 504634
Map No.: R3207DA 00344

1. City Liens, if any, in favor of the City of Newberg.
2. Liens and assessments, if any, by the Fenway Park Homeowner's Association.
3. A Deed of Trust to secure an indebtedness in the amount shown below,

Amount: \$121,000.00
Dated: May 5, 2003
Trustor/Grantor: Michael Aaron Brittell and Leslie Carol Brittell, as tenants by the entirety
Trustee: Key Title, a Oregon Corporation
Beneficiary: Washington Mutual Bank, Washington Corporation
Loan No.: 0079548350
Recording Date: May 13, 2003
Recording No: 2003-11101

An assignment of the beneficial interest under said deed of trust which names:

Assignee: JPMorgan Chase Bank, National Association
Loan No.: 0079548350
Recording Date: December 10, 2012
Recording No.: 2012-17945

4. A Line of Credit Deed of Trust to secure an indebtedness in the amount shown below,

Amount: \$54,000.00
Dated: February 27, 2019
Trustor/Grantor: Michael Aaron Brittell and Leslie Carol Brittell, as tenants by the entirety
Trustee: Ticor Title Company of Oregon
Beneficiary: First Community Credit Union
Loan No.: 1947040
Recording Date: March 4, 2019
Recording No: 2019-2534

Ticor Title Company of Oregon
Order No. 471820088515

End of Reported Information

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

Deborah Clark
503-535-3743
Deborah.Clark@titlegroup.fntg.com

EXHIBIT "A"
Legal Description

Lot 24, FENWAY PARK AT OAK KNOLL, in the City of Newberg, County of Yamhill and State of Oregon.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

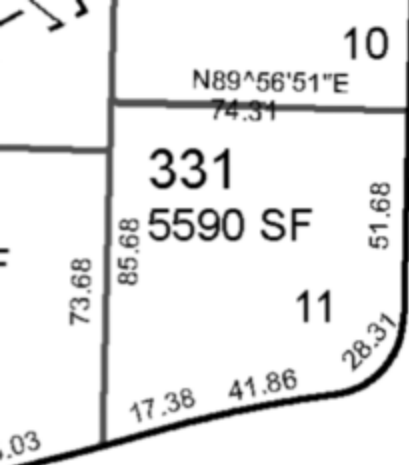
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

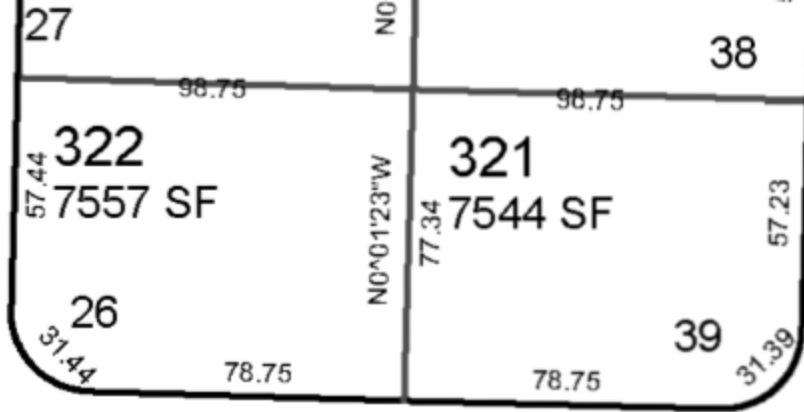
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

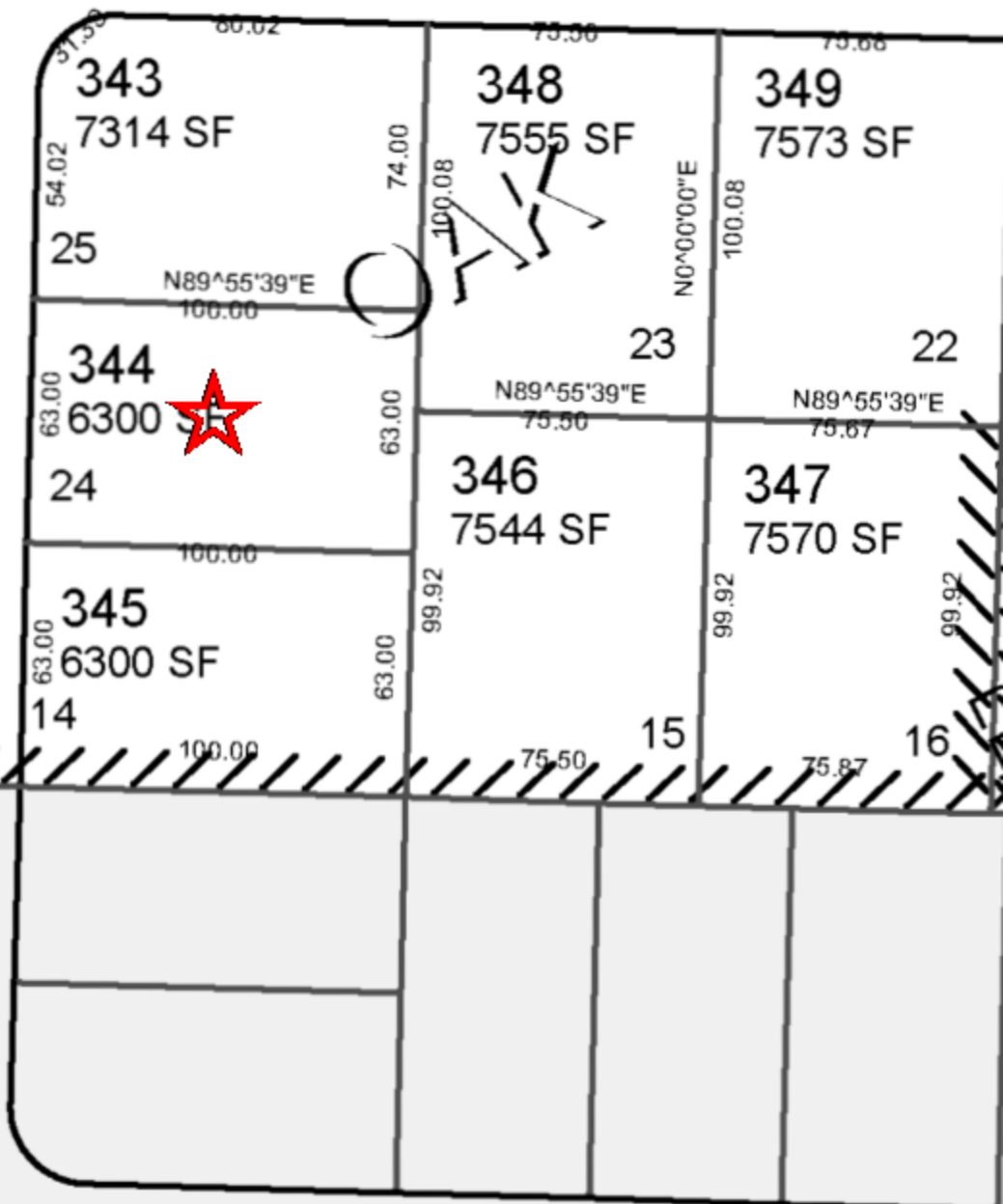
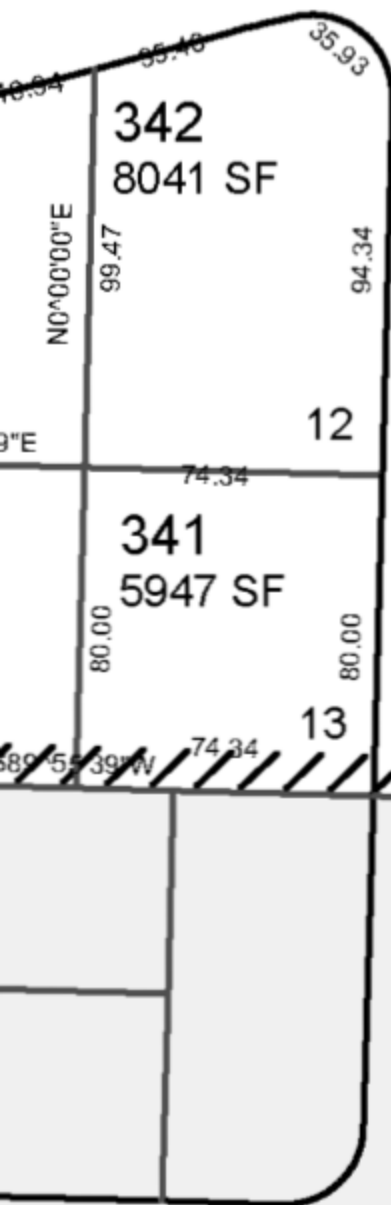


BUF



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EDGEWOOD



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, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.