

TYPE III APPLICATION (QUASI-JUDICIAL REVIEW)

File #: _____

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: Grant & Samantha Schroeder
 ADDRESS: PO Box 891 CITY: Newberg STATE: OR ZIP: 97132
 EMAIL ADDRESS: bruinrentals@gmail.com PHONE: (971) 832-2366 MOBILE: (541) 231-1256

OWNER (if different from above): _____ PHONE: _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

ENGINEER/SURVEYOR: _____ CONTACT: _____
 EMAIL ADDRESS: _____ PHONE: _____ MOBILE: _____

GENERAL INFORMATION:

PROJECT LOCATION: 2926 N Main St Newberg, OR 97132 PROJECT VALUATION: \$ 525,000
 PROJECT DESCRIPTION/USE: Short Term Rental/AirBnB
 MAP/TAX LOT NO. (i.e. 3200AB-400): R3207DB-04506 SITE SIZE: 8,015 SQ. FT. ACRE
 COMP PLAN DESIGNATION: _____ CURRENT ZONING: R1
 CURRENT USE: Primary Residence - Home TOPOGRAPY: _____
 SURROUNDING USES:
 NORTH: SFR SOUTH: SFR
 EAST: SFR WEST: SFR

ATTACHED PROJECT CRITERIA AND REQUIREMENTS (check all that apply)

- General Checklist: Fees Public Notice Information Current Title Report Written Criteria Response Owner Signature
 2 Copies of full Application Packet

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. 24
Planned Unit Development	p. 27

The Application Packet can be submitted to Planning@newbergoregon.gov or at 414 E First St., Newberg OR. 97132
 If the Application is emailed 2 physical copies must be mailed or brought into the Community Development Department

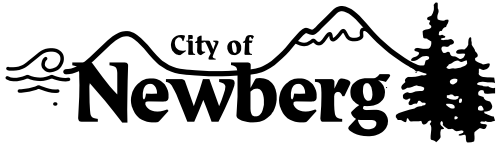
The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application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

Grant Schroeder 11/10/22
 Applicant Signature Date

Samantha Schroeder 11/10/22
 Owner Signature Date

Grant Schroeder
 Print Name

Samantha Schroeder
 Print Name



Community Development Department

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

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

WE WANT YOUR COMMENTS ON A CONDITIONAL USE PERMIT IN YOUR NEIGHBORHOOD

A property owner in your neighborhood submitted an application to the City of Newberg to operate a short-term rental on the subject property. You are invited to take part in the City's review of this project by sending in your written comments. You also may request that the Planning Commission hold a hearing on the application. For more details about giving comments, please see the back of this sheet.

The development would include a short-term rental with a limit on occupancy to 6 people and prohibiting events or parties. Quiet hours after 10pm. No changes to existing structure or site and will retain an appearance and consistency with the current neighborhood.

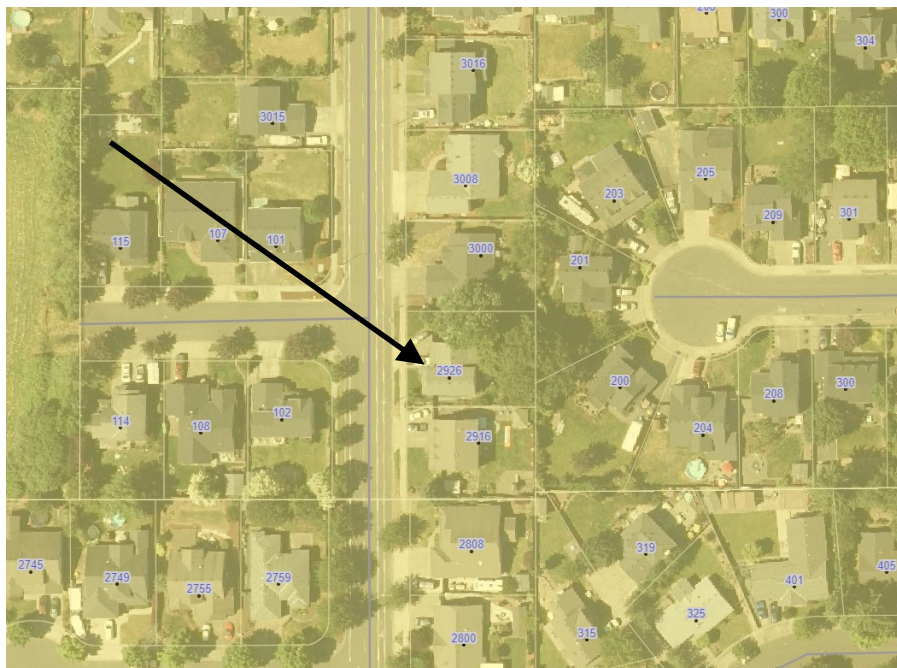
APPLICANT: Grant & Samantha Schroeder
TELEPHONE: 541-231-1256

PROPERTY OWNER: *Grant & Samantha Schroeder*

LOCATION: *2926 N Main St Newberg, OR 97132*

TAX LOT NUMBER: Yamhill County Tax Map and Lot Number (*R3207DB-04506*)

Yamhill County Map



We are mailing you information about this project because you own land within 500 feet of the proposed new project. We invite you to send any written comments for or against the proposal within 14 days from the date this notice is mailed. You also may request that the Newberg Planning Commission hold a hearing on the application by sending a written request during this 14-day period and identifying the issues you would like the Planning Commission to address.

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

Written Comments: File No.XX **(City staff will give you the file number for
City of Newberg your project at the time of application)**
Community Development Department
PO Box 970
Newberg, OR 97132

All written comments must be turned in by 4:30 p.m. on **enter date two weeks from date you mailed notice.** Any issue which might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be submitted to the City in writing before this date. 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 preliminary subdivision plan approval are found in Newberg Development Code 15.235.060(A).

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. You can also buy copies of the information for a cost of 25 cents a page. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1240.

The Community Development Director will make a decision at the end of a 14-day comment period. If you send in written comments about this project, you will be sent information about any decision made by the City relating to this project.

Date Mailed: ***Date notice is mailed***



Fidelity National Title
Client Services Group
900 SW 5th Ave, Mezzanine
Portland, OR 97204
O: 503-227-5478 F: 503-274-5472
csrequest@fnf.com

Wednesday, November 09, 2022

The enclosed radius search was created using data purchased from GeoAdvantage and Yamhill County. This data is derived from county tax records and is deemed reliable, but is not guaranteed. Fidelity National Title cannot be held liable for any additions, deletions, or errors in this search.

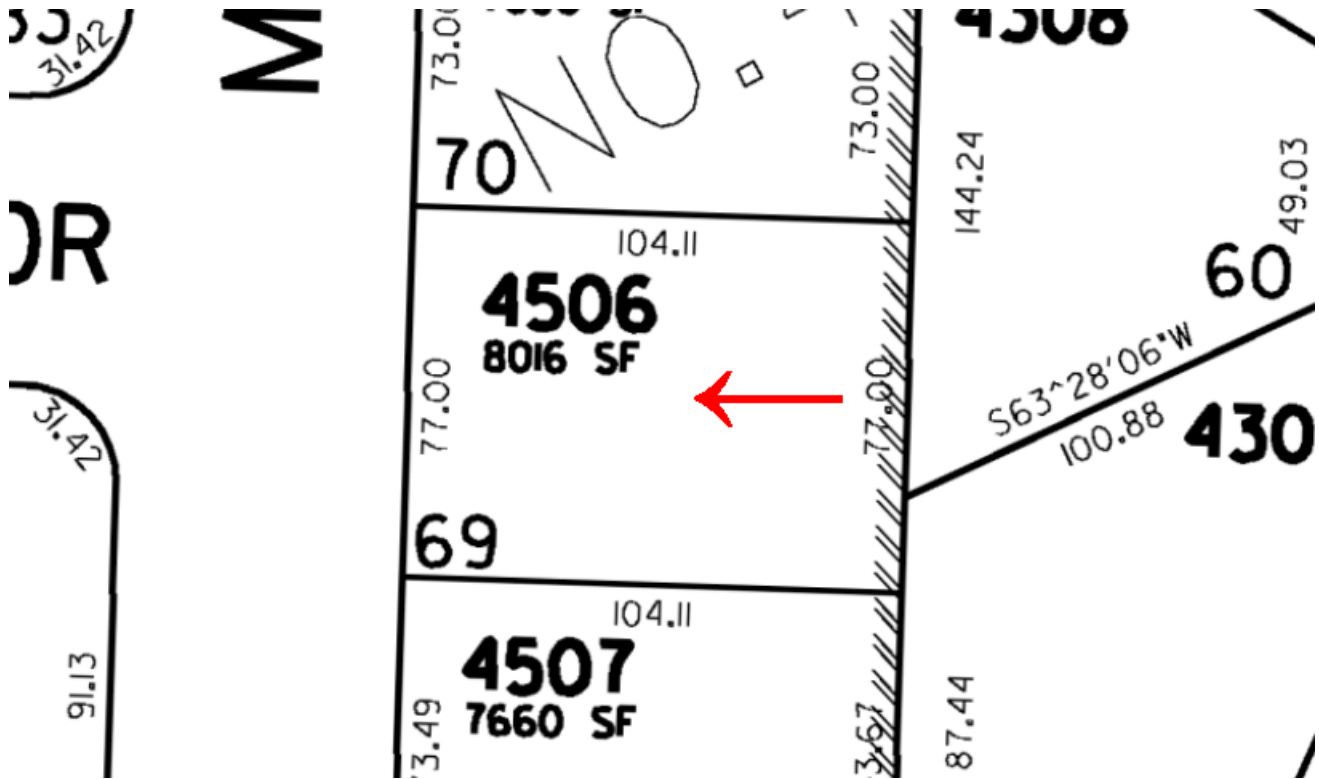
This research was completed on the date stated above.

Thank you.

Enclosures:

- Data summary of parcels to be notified
- Map of subject parcel, radius, and parcels to be notified
- County assessor maps for parcels to be notified
- Labels

Parcel #	507886	Owner	Schroeder, Grant Schroeder, Samantha
Ref Parcel	R3207DB04506	Owner Address	PO Box 891 Newberg OR 97132
Site Address	2926 N Main St Newberg OR 97132	Market Total Value	\$418,712.00
Lot Size	0.18 Acres (8,015 SqFt)	Assessed Total Value	\$243,813.00
Building Area	1,705 SqFt	Year Built	1998
School District	Newberg School District	Sale Date	09/03/2021
Zoning	R-1 Low Density Residential	Sale Price	
Bedrooms	3	Subdivision	The Meadows No.4
Bathrooms	2.5	Land Use	101 - Residential - Improved (typical of class)
Legal	Lot 69 in THE MEADOWS NO.4		



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Parcel Reference List



ParcelID	Tax Account	Owner	Site Address
23806	R3207DB04500	Reynaldo Perez & Marta Farjardo-P	3108 N Main St Newberg 97132
23851	R320703201	American Lifestyle Living LLC	2900 N Crater Ln Newberg 97132
370235	R3207DC00112	Michael Harvey	2913 Princeton St Newberg 97132
370244	R3207DC00113	Patrick Mawdlsey	409 Cambridge St Newberg 97132
370253	R3207DC00114	Gena Sully	405 Cambridge St Newberg 97132
370262	R3207DC00115	Mariene Fuller	401 Cambridge St Newberg 97132
370271	R3207DC00116	Grant & Julie Yokoshima	325 Cambridge St Newberg 97132
370299	R3207DC00118	Gregory & Pamela McClean	307 Cambridge St Newberg 97132
370306	R3207DC00119	Donald Schmidt Jr & Angela Schmi	305 Cambridge St Newberg 97132
370315	R3207DC00120	Pablo & Josefina Garcia	303 Cambridge St Newberg 97132
370342	R3207DC00123	Robert Larson Jr	304 Cambridge St Newberg 97132
370351	R3207DC00124	Paul & Leslie Thurman	306 Cambridge St Newberg 97132
370360	R3207DC00125	Michael Dutt & Gina Carelle	308 Cambridge St Newberg 97132
370379	R3207DC00126	Lydia Monk-Martines	406 Cambridge St Newberg 97132
370388	R3207DC00127	James & Catherine Cummings	410 Cambridge St Newberg 97132
370397	R3207DC00128	Michael Wirta	414 Cambridge St Newberg 97132
370486	R3207DC00137	Melissa Gonzalez	315 Yale Ct Newberg 97132
370495	R3207DC00138	Joseph Aroner & Erin Ward	313 Yale Ct Newberg 97132
428451	R320703202	Greenwing Restorations LLC	2900 N Crater Ln Unit B Newberg 97132
497125	R3207DB04301	Jeremiah & Brenda Rickert	3007 Princeton St Newberg 97132
500293	R3207DB04230	Beaudry, Nathan A Trustee	312 E Edgewood Dr Newberg 97132
500296	R3207DB04231	Garrett & Brenda Headrick	308 E Edgewood Dr Newberg 97132
500299	R3207DB04232	Doty Rebecca L & Michael E Rev Li	304 E Edgewood Dr Newberg 97132
500302	R3207DB04233	James & Denise Oconnell	300 E Edgewood Dr Newberg 97132
500305	R3207DB04234	Barnett Rev Trust	208 E Edgewood Dr Newberg 97132
500308	R3207DB04235	Ronald & Amy Newell	204 E Edgewood Dr Newberg 97132
500311	R3207DB04236	Jennifer & Conrad Sizer	200 E Edgewood Dr Newberg 97132
500314	R3207DB04237	Jed & Tammy Williams	203 E Edgewood Dr Newberg 97132
500317	R3207DB04238	Gray Living Trust	3105 Edgewood Ct Newberg 97132
500332	R3207DB04243	Antonio & Martha Areola	3106 Edgewood Ct Newberg 97132
500335	R3207DB04244	Cody & Lacey Fletcher	301 E Edgewood Dr Newberg 97132
500338	R3207DB04245	Annell Pulicella	305 E Edgewood Dr Newberg 97132
500341	R3207DB04246	James Bellah & Christine Mulligan	309 E Edgewood Dr Newberg 97132
501310	R3207DB04302	Winward Lynn D & Jolene F Trustee	309 E Myrtlewood Ct Newberg 97132
501313	R3207DB04303	James & Deann Chambers	305 E Myrtlewood Ct Newberg 97132
501316	R3207DB04304	James Mills	301 E Myrtlewood Ct Newberg 97132
501319	R3207DB04305	Jay & Melodee Powers	209 E Myrtlewood Ct Newberg 97132
501322	R3207DB04306	Martha & Buddy Sather	205 E Myrtlewood Ct Newberg 97132

501325	R3207DB04307	Daniel & Patricia Buck	203 E Myrtlewood Ct Newberg 97132
501328	R3207DB04308	Lisa Springate	201 E Myrtlewood Ct Newberg 97132
501331	R3207DB04309	Anderson C & C Living Rev Trust	200 E Myrtlewood Ct Newberg 97132
501334	R3207DB04310	Scott & Vicki McLean	204 E Myrtlewood Ct Newberg 97132
501337	R3207DB04311	Jamie & Michael Blinco	208 E Myrtlewood Ct Newberg 97132
501340	R3207DB04312	Benjamin & Katrina Breit	300 E Myrtlewood Ct Newberg 97132
501343	R3207DB04313	Daryl & Kristine Creech	304 E Myrtlewood Ct Newberg 97132
501346	R3207DB04314	John Bureson	308 E Myrtlewood Ct Newberg 97132
501349	R3207DB04315	Heather Denton	312 E Myrtlewood Ct Newberg 97132
504487	R3207DC11100	Thomas Richey	2749 Holiday Ln Newberg 97132
507871	R3207DB04501	Roe, Jeanne M Trustee	3100 N Main St Newberg 97132
507874	R3207DB04502	Stoller Family Trust	100 E Edgewood Dr Newberg 97132
507877	R3207DB04503	Duane & Judy Wells	3016 N Main St Newberg 97132
507880	R3207DB04504	Vance Vandehey & Paula Chez	3008 N Main St Newberg 97132
507883	R3207DB04505	Sonia Peterson	3000 N Main St Newberg 97132
507889	R3207DB04507	Katherine & Robert Haraden	2916 N Main St Newberg 97132
507892	R3207DB04508	Jessica Love-Harper & Christopher Harper	102 Myrtlewood Dr Newberg 97132
507895	R3207DB04509	Charles & Diane Foley	108 Myrtlewood Dr Newberg 97132
507898	R3207DB04510	Brady & Holly Zimmerman	114 Myrtlewood Dr Newberg 97132
507901	R3207DB04511	Alisa & Michael Awtry	115 Myrtlewood Dr Newberg 97132
507904	R3207DB04512	Loren & Alton Allen	107 Myrtlewood Dr Newberg 97132
507907	R3207DB04513	Miguel Rincon	101 W Myrtlewood Dr Newberg 97132
507910	R3207DB04514	Steven & Eloise Hockett	3015 N Main St Newberg 97132
507913	R3207DB04515	Casey, Fred L Trustee	102 W Edgewood Dr Newberg 97132
507916	R3207DB04516	James & Pamela Johnson	108 W Edgewood Dr Newberg 97132
507919	R3207DB04517	Chad & Louise Hing	114 W Edgewood Dr Newberg 97132
507922	R3207DB04518	Cox, Doris M Trustee	115 W Edgewood Dr Newberg 97132
507925	R3207DB04519	Kenneth & Juli Cone	107 W Edgewood Dr Newberg 97132
507928	R3207DB04520	Davis & Kelley Stone	101 W Edgewood Dr Newberg 97132
507931	R3207DB04701	Michail & Alla Nemirovsky	201 W Edgewood Dr Newberg 97132
507934	R3207DB04702	Daniel & Nanci Staley	202 W Edgewood Dr Newberg 97132
509413	R3207DC08700	2722 N Main LLC	2722 N Main St Newberg 97132
509416	R3207DC08600	Claudia Kroese	2718 N Main St Newberg 97132
509422	R3207DC08800	Jonathan & Christy Brown	2800 N Main St Newberg 97132
509425	R3207DC08900	Donald & Donna Sires	2808 N Main St Newberg 97132
509428	R3207DC09000	Snyder Deanna I Trust	2759 Holiday Ln Newberg 97132
509431	R3207DC09100	Tham & Sharon Vo	2756 Holiday Ln Newberg 97132
509434	R3207DC09200	Bartolotti Edith V Trustee For	2719 N Main St Newberg 97132
509437	R3207DC09300	Mueller Family Trust	2709 N Main St Newberg 97132
509449	R3207DC08400	James Nicol	2708 N Main St Newberg 97132
509452	R3207DC08500	Burge, Janet K Trustee	2712 N Main St Newberg 97132
516511	R3207DC11101	Charles & Fiona Sanders	2755 Holiday Ln Newberg 97132
519739	R3207DC11102	Randal & Susan Snyder	2745 Holiday Ln Newberg 97132

519742	R3207DC11103	Jesus Sandoval & Sagrero Neri	2739 Holiday Ln Newberg 97132
519745	R3207DC11104	Michael & Amy Weiler	2746 N Crater Ln Newberg 97132
519760	R3207DC11109	Mark & Kathryn Diehl	2719 Holiday Ln Newberg 97132
519763	R3207DC11110	Allan & Andrea Call	2729 Holiday Ln Newberg 97132
519766	R3207DC11111	Lary Adams & Susan Boyd	2735 Holiday Ln Newberg 97132
519769	R3207DC11112	James & Leona Sandau	2750 Holiday Ln Newberg 97132
519772	R3207DC11113	Darby, Joseph R Trustee	2718 Holiday Ln Newberg 97132
519775	R3207DC11114	Christopher Pinheiro	2708 Holiday Ln Newberg 97132
523825	R3207DC00170	Steven & Marisa Quinn	319 Cambridge St Newberg 97132
523828	R3207DC00171	Bradley Caldwell	315 Cambridge St Newberg 97132
523831	R3207DC00172	Ellen Siderius	309 Cambridge St Newberg 97132
532558	R3207DC11118	Timothy Klus Jr & Jessica Klus	2734 N Crater Ln Newberg 97132
532561	R3207DC11119	Joel & Nicole Pruitt	2740 N Crater Ln Newberg 97132
558466	R3207DB04604	Samuel & Alyssa Keeran	209 W Edgewood Dr Newberg 97132
558469	R3207DB04605	Justin & Katie Fulcher	210 W Edgewood Dr Newberg 97132
558472	R3207DB04606	Richard Edwards II & Amanda Edw ard	220 W Edgewood Dr Newberg 97132
558475	R3207DB04607	Gregory & Kimberly Roberson	230 W Edgewood Dr Newberg 97132
558481	R3207DB04609	Brian & Camille Francis	2950 N Crater Ln Newberg 97132

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Attn: Sully Curtis
Newberg OR 97132

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370342
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Robert Larson Jr
2211 SW Park Place Unit 1004
Portland OR 97205

370351
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370397
R3207DC00128
Michael Wirta
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370486
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Melissa Gonzalez
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Beaverton OR 97008

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16869 SW 65th Ave Ste 115
Lake Oswego OR 97035

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Newberg OR 97132

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Nathan Beaudry
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R3207DB04231
Garrett Headrick
308 E Edgewood Dr
Newberg OR 97132

500299
R3207DB04232
Doty Rebecca L & Michael E Rev
Living Trust
17980 NE Hillside Dr
Newberg OR 97132

500302
R3207DB04233
James Oconnell
300 E Edgewood Dr
Newberg OR 97132

500305
R3207DB04234
Barnett Rev Trust
208 E Edgewood Dr
Newberg OR 97132

500308
R3207DB04235
Ronald Newell
204 E Edgewood Dr
Newberg OR 97132

500311
R3207DB04236
Jennifer Sizer
200 E Edgewood Dr
Newberg OR 97132

500314
R3207DB04237
Jed Williams
203 E Edgewood Dr
Newberg OR 97132

500317
R3207DB04238
Gray Living Trust
3105 Edgewood Ct
Newberg OR 97132

500332
R3207DB04243
Antonio Arreola
3106 Edgewood Ct
Newberg OR 97132

500335
R3207DB04244
Cody Fletcher
301 E Edgewood Dr
Newberg OR 97132

500338
R3207DB04245
Annell Pulicella
305 E Edgewood Dr
Newberg OR 97132

500341
R3207DB04246
James Bellah
PO Box 925
Newberg OR 97132

501310
R3207DB04302
Winward Lynn D & Jolene F Trustees
For
309 E Myrtlewood Ct
Newberg OR 97132

501313
R3207DB04303
James Chambers
305 E Myrtlewood Ct
Newberg OR 97132

501316
R3207DB04304
James Mills
301 E Myrtlewood Ct
Newberg OR 97132

501319
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Jay Powers
209 E Myrtlewood Ct
Newberg OR 97132

501322
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Martha Sather
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501325
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Daniel Buck
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Newberg OR 97132

501328
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Lisa Springate
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Newberg OR 97132

501331
R3207DB04309
Anderson C & C Living Rev Trust
14656 Bronson Ave
San Jose CA 95124

501334
R3207DB04310
Scott McLean
204 E Myrtlewood Ct
Newberg OR 97132

501337
R3207DB04311
Jamie Blinco
208 Myrtlewood Ct
Newberg OR 97132

501340
R3207DB04312
Benjamin Breit
300 E Myrtlewood Ct
Newberg OR 97132

501343
R3207DB04313
Daryl Creech
304 E Myrtlewood Ct
Newberg OR 97132

501346
R3207DB04314
John Burleson
308 E Myrtlewood Ct
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501349
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Stoller Family Trust
4101 NE Henry Creek Rd
Dayton OR 97114

507877
R3207DB04503
Duane Wells
3016 N Main St
Newberg OR 97132

507880
R3207DB04504
Vance Vandehey
53460 Koko St
Scappoose OR 97056

507883
R3207DB04505
Sonia Peterson
3000 N Main St
Newberg OR 97132

507889
R3207DB04507
Katherine Haraden
2916 N Main St
Newberg OR 97132

507892
R3207DB04508
Jessica Love-Harper
333 The Greens Ave
Newberg OR 97132

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507901
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Alisa Awtry
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Loren Allen
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Newberg OR 97132

507907
R3207DB04513
Miguel Rincon
101 W Myrtlewood Dr
Newberg OR 97132

507910
R3207DB04514
Steven Hockett
3015 N Main St
Newberg OR 97132

507913
R3207DB04515
Fred Casey
PO Box 188
Newberg OR 97132

507916
R3207DB04516
James Johnson
108 W Edgewood Dr
Newberg OR 97132

507919
R3207DB04517
Chad Hing
114 W Edgewood Dr
Newberg OR 97132

507922
R3207DB04518
Doris Cox
607 Donald Ct
Newberg OR 97132

507925
R3207DB04519
Kenneth Cone
107 W Edgewood Dr
Newberg OR 97132

507928
R3207DB04520
Davis Stone
101 W Edgewood Dr
Newberg OR 97132

507931
R3207DB04701
Michail Nemirovsky
33954 SE Erika Court
Scappoose OR 97056

507934
R3207DB04702
Daniel Staley
202 W Edgewood Dr
Newberg OR 97132

509413
R3207DC08700
2722 N Main LLC
PO Box 53
Newberg OR 97132

509416
R3207DC08600
Claudia Kroese
2718 N Main St
Newberg OR 97132

509422
R3207DC08800
Jonathan Brown
2800 N Main St
Newberg OR 97132

509425
R3207DC08900
Donald Sires
2808 N Main St
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509428
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Snyder Deanna I Trust
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509437
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Mueller Family Trust
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509449
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James Nicol
2708 N Main St
Newberg OR 97132

509452
R3207DC08500
Janet Burge
2712 N Main St
Newberg OR 97132

516511
R3207DC11101
Charles Sanders
2755 Holiday Ln
Newberg OR 97132

519739
R3207DC11102
Randal Snyder
2745 Holiday Ln
Newberg OR 97132

519742
R3207DC11103
Jesus Sandoval
2739 Holiday Ln
Newberg OR 97132

519745
R3207DC11104
Michael Weiler
2746 N Crater Ln
Newberg OR 97132

519760
R3207DC11109
Mark Diehl
2719 Holiday Ln
Newberg OR 97132

519763
R3207DC11110
Allan Call
2729 Holiday Ln
Newberg OR 97132

519766
R3207DC11111
Larry Adams
2735 Holiday Ln
Newberg OR 97132

519769
R3207DC11112
James Sandau
2750 Holiday Ln
Newberg OR 97132

519772
R3207DC11113
Joseph Darby
2718 Holiday Ln
Newberg OR 97132

519775
R3207DC11114
Christopher Pinheiro
2708 Holiday Ln
Newberg OR 97132

523825
R3207DC00170
Steven Quinn
319 Cambridge St
Newberg OR 97132

523828
R3207DC00171
Bradley Caldwell
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Newberg OR 97132

523831
R3207DC00172
Ellen Siderius
309 Cambridge St
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532558
R3207DC11118
Timothy Klus Jr
2734 N Crater Ln
Newberg OR 97132

532561
R3207DC11119
Joel Pruitt
2740 N Crater Ln
Newberg OR 97132

558466
R3207DB04604
Samuel Keeran
209 W Edgewood Dr
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Justin Fulcher
210 W Edgewood Dr
Newberg OR 97132

558472
R3207DB04606
Richard Edwards II
220 W Edgewood Dr
Newberg OR 97132

558475
R3207DB04607
Gregory Roberson
230 W Edgewood Dr
Newberg OR 97132

558481
R3207DB04609
Brian Francis
2950 Crater Ln
Newberg OR 97132

CITY OF NEWBERG

REQUIREMENTS FOR POSTED NOTICES

For all Type II and Type III land use applications, the site must be posted with an approved notice. Newberg Development Code §15.100.260 establishes the standards for posted notices. Before notice is posted on the site, a copy of the notice must be submitted to the Planning & Building Office for review. Within two (2) days of posting the site, an affidavit of posting must be submitted to the Planning & Building Office.

Posted notices must contain the following information:

- Planning Division file number
- A brief description of the proposal
- Phone number and address for the Newberg Planning & Building Department, 414 E. First Street, phone 503-537-1240

Guidelines for Posting Notice:

- The posted notice must be waterproof and a minimum of two (2) feet by three (3) feet in size.
- Each frontage of the site must be posted. If a frontage is more than six hundred (600) feet in length, additional notices are required for each six hundred (600) feet or fraction thereof. For example, a lot with a 1400' frontage on Wyooski Street must be posted with three notices along that frontage.
- The notices must not be posted within the public right-of-way, though they must be within ten (10) feet of it.
- The notices must be clearly visible to pedestrians and motorists in the public right-of-way, and must not be posted on trees.
- For Type II applications, the site must be posted at least fourteen (14) days before a decision is rendered.
- For Type III applications, the site must be posted at least ten days (10) before the first scheduled hearing.

Signs for posted notices:

The posted notices must be able to withstand adverse weather. All posted notice signs must conform to the attached example. Signs must be landscape orientation and white with black lettering ("sans-serif" font i.e. Arial or block printing).

Signs may be ordered custom-made from sign companies or applicants may construct their own signs.

Acceptable materials for notice signs: (dimensions: minimum 2' x 3')

- Plywood (but sign face must be white)
- Plastic or corrugated plastic
- Foam core board (available at many art and hobby supply shops)
- Water resistant poster board
- Other weatherproof materials

Posted notice signs may not be attached to trees, and must be located outside the public right-of-way but within ten (10) feet of it. Therefore, the signs should have legs or stakes or otherwise be freestanding.

Removal of Posted Notice:

The notice must remain posted until a final decision is made. Within ten (10) days of the final decision, the notice(s) must be removed from the site by the applicant.

**CITY OF NEWBERG
SAMPLE POSTED NOTICE**

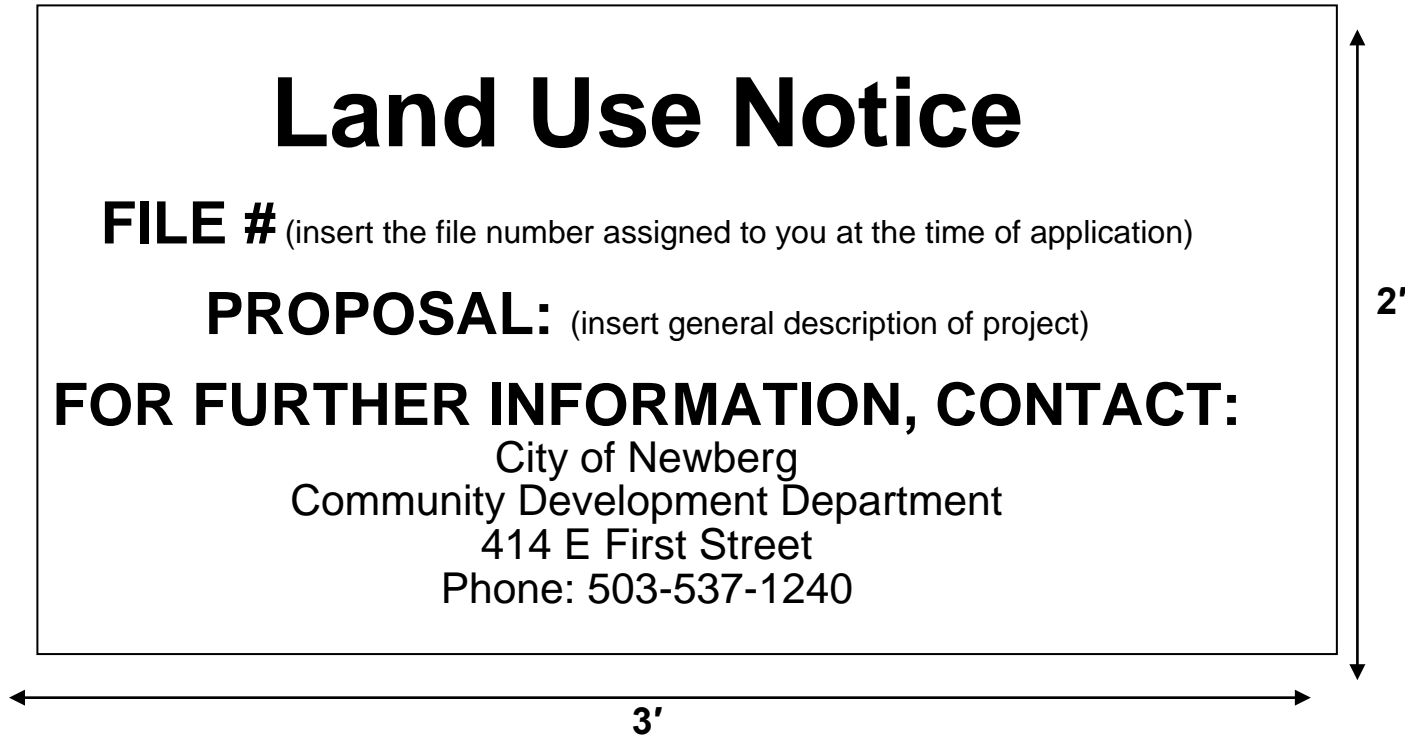
Land Use Notice

FILE # (insert the file number assigned to you at the time of application)

PROPOSAL: (insert general description of project)

FOR FURTHER INFORMATION, CONTACT:

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



Notice must be white with black letters, and must be landscape orientation, as shown above.
The notice must be lettered using block printing or a "sans-serif" font, such as Arial.



Fidelity National Title
Company of Oregon

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Karleen Huggins



Fidelity National Title
Company of Oregon

5400 SW Meadows Road, Suite 100, Lake Oswego, OR 97035
(503)684-9236 FAX (503)684-7274

PRELIMINARY REPORT

ESCROW OFFICER: Laurie Jensen
Laurie.Jensen@fnf.com
503-344-2825

ORDER NO.: 45142213183

TITLE OFFICER: Mihyun Steinberg

TO: Fidelity National Title Company of Oregon
5400 SW Meadows Road, Suite 100
Lake Oswego, OR 97035

ESCROW LICENSE NO.: 850600361

BUYER/BORROWER: Grant Schroeder and Samantha Schroeder

PROPERTY ADDRESS: 2926 N. Main Street, Newberg, OR 97132

EFFECTIVE DATE: November 4, 2022, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Loan Policy 2021	\$ TBD	\$ TBD
Extended Lender's (Short Term Rate)		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.1 - Environmental Protection Lien (ALTA 8.1 - 2021)		\$ 0.00
Government Lien Search		\$ 25.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Grant Schroeder and Samantha Schroeder, as tenants by the entirety

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF NEWBERG, COUNTY OF YAMHILL, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

Lot 69, THE MEADOWS, NO.4, in the City of Newberg, County of Yamhill and State of Oregon.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL 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. Any 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, which are 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 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.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Unpaid Property Taxes are as follows:

Fiscal Year:	2022-2023
Amount:	\$4,002.29, plus interest, if any
Levy Code:	29.0
Account No.:	507886
Map No.:	R3207DB 04506

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.

7.
 - Covenants, conditions and restrictions, if any, appearing in the public records.
 - Any easements or servitudes appearing in the public records.
 - Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.

Note: The preceding three exceptions are blanket exceptions for non-monetary encumbrances, such as easements and covenants, conditions and restrictions. There may or may not be non-monetary encumbrances that affect the subject property. The prospective insured may request a report that specifically identifies such encumbrances. In the event of a request, the proposed insured must suspend the proposed transaction until satisfied that closing may occur. Otherwise, the policy, if issued, will contain the blanket exceptions.

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

Amount: \$412,000.00
Dated: August 30, 2021
Trustor/Grantor: Grant Schroeder and Samantha Schroeder, as tenants by the entirety
Trustee: Fidelity National Title
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Academy Mortgage Corporation
Min No.: 1000608-2100891593-0
Recording Date: September 3, 2021
Recording No: 202118036

NOTE: Based on recitals in the trust deed or an assignment of the trust deed, it appeared that Academy Mortgage Corporation was the then owner of the indebtedness secured by the trust deed. It may be possible, for a MERS trust deed, to obtain information regarding the current owner of the indebtedness and the servicer, if any, by contacting MERS at 888-679-6377 or through the MERS website.

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

Amount: \$60,000.00
Dated: July 6, 2022
Trustor/Grantor: Grant Schroeder and Samantha Schroeder, as tenants by the entirety
Trustee: Ticor Title Company of Oregon
Beneficiary: Rivermark Community Credit Union
Loan No.: Not Disclosed
Recording Date: July 11, 2022
Recording No: 202209634

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

10. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

11. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

ADDITIONAL REQUIREMENTS/NOTES:

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

Parties: Grant Schroeder and Samantha Schroeder

B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

C. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

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

Grantor: Grant Schroeder and Samantha Schroeder, as tenants by the entirety who acquired title as tenants in common
Grantee: Grant Schroeder and Samantha Schroeder, as tenants by the entirety
Recording Date: September 3, 2021
Recording No: 202118035

E. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

F. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Yamhill	\$81.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address:

Portland Title Group
Attn: Recorder
1433 SW 6th Ave.
Portland, OR. 97201

Please email your release to the following email address: or-ttc-yamhillrecording@ticortitle.com

G. 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.

H. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year:	July 1 st through June 30 th
Taxes become a lien on real property, but are not yet payable:	July 1 st
Taxes become certified and payable (approximately on this date):	October 15 th
First one third payment of taxes is due:	November 15 th
Second one third payment of taxes is due:	February 15 th
Final payment of taxes is due:	May 15 th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE
2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
- b. any governmental forfeiture, police, regulatory, or national security power
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - 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;

- resulting in no loss or damage to the Insured Claimant;
 - 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
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - 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.
 - 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 fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - 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).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- 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;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 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 fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - 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.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

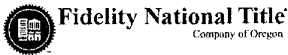
If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



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.

RECORDING REQUESTED BY:



10200 SW Greenburg Rd, Suite 110
Portland, OR 97223

GRANTOR'S NAME:

Grant Schroeder and Samantha Schroeder,

GRANTEE'S NAME:

Grant Schroeder and Samantha Schroeder, as tenants by the entirety

AFTER RECORDING RETURN TO:

Grant Schroeder and Samantha Schroeder
PO Box 891
Newberg, OR 97132

SEND TAX STATEMENTS TO:

Grant Schroeder and Samantha Schroeder
PO Box 891
Newberg, OR 97132

507886 and R3207DB/04506
2926 N Main Street, Newberg, OR 97132

Yamhill County Official Records	202118035
DMR-DDMR	
Stn=3 SUTTONS	09/03/2021 11:29:00 AM
1Pgs \$5.00 \$11.00 \$5.00 \$60.00	\$81.00
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	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BARGAIN AND SALE DEED - STATUTORY FORM
(INDIVIDUAL or CORPORATION)

Grant Schroeder and Samantha Schroeder, as tenants by the entirety who acquired title as tenants in common, Grantor, conveys to

Grant Schroeder and Samantha Schroeder, as tenants by the entirety, Grantee, the following described real property, situated in the County of Yamhill, State of Oregon,

Lot 69, THE MEADOWS NO. 4, a subdivision, in the City of Newberg, County of Yamhill and State of Oregon.

The true consideration for this conveyance No Dollars And No/100 Dollars (\$0.00)vesting only. (See ORS 93.030).

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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 8/30/2021

Grant Schroeder
Grant Schroeder

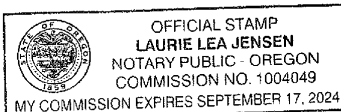
Samantha Schroeder
Samantha Schroeder

State of OR
County of Yamhill

This instrument was acknowledged before me on 8.30.2021 - by Grant Schroeder and Samantha Schroeder.

Laurie Le Jensen
Notary Public - State of Oregon

My Commission Expires: 9-17-24



Fidelity National Title of Oregon 45142122298-10

CITY OF NEWBERG

AFFIDAVIT OF NOTICING REQUIREMENTS

The affidavit on the following page must be submitted to the Community Development Department **within two (2) days of mailing notice and within two (2) days of posting notice.** The consequences of failure to mail and post notice, and to submit the affidavits within the two (2) day deadline are described in Newberg Development Code §15.100.210(J) and §15.100.260(I).

§15.100.210(J) - Failure to Mail the Notice:

Failure to mail the notice and affirm that the mailing was completed in conformance with the code shall result in:

- (1) Postponement of a decision until the mailing requirements have been met; or
- (2) Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or
- (3) The entire process being invalidated; or
- (4) Denial of the application.

§15.100.260(I) - Failure to Post the Notice:

The failure of the posted notice to remain on the property shall not invalidate the proceedings. Failure by the applicant to post a notice and affirm that the posting was completed in conformance with the code shall result in:

- (1) Postponement of a decision until the mailing requirements have been met; or
- (2) Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or
- (3) The entire process being invalidated; or
- (4) Denial of the application.

PLANNING DIVISION FILE #: _____

**CITY OF NEWBERG
AFFIDAVIT OF NOTICING**

REFERENCE ATTACHED LIST(S)/NOTICE(S)

I, _____, do hereby certify that the attached Notice of Land Use Action was:

- a) mailed to the following list of property owners, by United States mail, postage prepaid
on _____;
(date)
- b) posted on the site according to standards established in Newberg Development Code §15.100.260
on _____.
(date)

I acknowledge that failure to mail the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledge that failure to mail will result in the automatic postponement of a decision on the application 15.100.210.(D)(2) _____.
(date)

Signature Date

Print name

§ 15.225.060 - TYPE III CONDITIONAL USE PERMIT CRITERIA

It is recognized that certain types of uses require special consideration prior to their being permitted in a particular district. The reasons for requiring such special consideration involves, among other things, the size of the area required for the full development of such uses, the nature of the traffic problems incidental to operation of the use, the effect such uses have on any adjoining land uses and on the growth and development of the community as a whole.

All uses permitted conditionally are declared to be possessing such unique and special characteristics as to make impractical their being included as out-right uses in any of the various districts herein defined. The authority for the location and operation thereof shall be subject to review and the issuance of a conditional use permit. The purpose of review shall be to determine that the characteristics of any such use shall be reasonably compatible with the types of uses permitted in surrounding areas, and for the further purpose of stipulating such conditions as may be reasonable so that the basic purposes of this code shall be served. Nothing construed herein shall be deemed to require the hearing body to grant a conditional use permit.

Conditional Uses Permitted in Any Zoning District (with an approved conditional use permit application):

- (A) Airports and landing fields.
- (B) Amusement parks.
- (C) Carnivals and circuses, if established for more than two weeks, except those in conjunction with a county fair or other outdoor governmentally sponsored event.
- (D) Cemeteries.
- (E) Facilities for the care and/or lodging of alcoholics, except publicly or privately operated rehabilitation centers providing clinical supervision, care and intensive treatment to persons with alcohol and/or chemical dependency problems.
- (F) Garbage dumps, sanitary land fills. Solid waste collection facility when under franchise by the city. This conditional use would include temporary storage and transfer of recyclable solid waste, supply storage, vehicle and equipment storage, service or repair and related accessory uses including disposal or landfill sites.
- (G) Heliports and helistops.
- (H) Jails or penal farms.
- (I) Mental hospitals.
- (J) Pound, dog or cat, (kennel).
- (K) Race tracks, including drag strips and go-cart tracks.
- (L) Sewage treatment plants.
- (M) Home occupations with more than one outside paid employee working at the residence at any given time.
- (N) Modifications to public street standards for the purpose of ingress and egress to a minimum of three and not more than six lots.

Provide a written response that specifies how your project meets the following criteria:

- (A) The location, size, design and operating characteristics of the proposed development are such that it can be made reasonably compatible with and have minimal impact on the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to harmony in scale, bulk, coverage and density; to the availability of public facilities and utilities; to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the development.
- (B) The location, design, and site planning of the proposed development will provide a convenient and functional living, working, shopping or civic environment, and will be as attractive as the nature of the use and its location and setting warrants. The proposed development will be consistent with this code.
- (C) The proposed development will be consistent with this code.

2926 N Main St

Newberg, OR 97132

City of Newberg Conditional Use Permit

City of Newberg Municipal Code 15.225.060

- A. Proposed use will be a short-term vacation rental.
 - The proposed STR is an SFR that was built in 1996.
 - The house is a 2-story, 3-bedroom, 3-bathroom SFR on a 8,015 sq ft lot. It has a direct neighbor to the north, south, and east.
 - The STR will be managed by a qualified short-term property management group (Porch Light Properties) that will provide a professional screening process and 24-hour assistance during STR occupation. There will be no loud noises outdoors after 10pm. There will be an animal policy that will include a requirement that dogs may not be left outside unattended.
 - The property has a 2-car garage, a 3-car driveway, and a carport on the north side of the home
- B. The location, design, and site of this proposed STR will provide functional accommodations to families and travelers that want to experience the loveliness of Oregon wine country. The STR is not expected to generate any more traffic than long-term residents as it will not be occupied as frequently.
- C. The proposed STR use will be consistent with Ord. 2451, 12-296. Code 2001 & 151.210.

City of Newberg Municipal Code 15.445.300 – 15.445.350

15.445.300 – Application & Purpose

2926 N Main St is a Single-family home that will be available, advertised, or listed by the agent as available for use, rent for occupancy for periods of less than 30 days.

14.445.310 – Where Allowed

This home is zone R-1 for use as a vacation rental with a conditional use permit.

15.445.320 – Standards

A. Provide a minimum of 2 parking spaces: There are 2-full size spaces in the garage as well as 3 full-size spaces in the driveway.

B. Provide regular refuse pick up: There is a service currently set up with Waste Management for Mondays each week for trash, recycling and yard debris.

C. Occupancy: The STR has 3 conforming bedrooms, so the occupancy limit is expected to be set at 6 people.

D. Premises: This STR will not allow the use of occupied recreational vehicles, trailers, tent or temporary shelter during the rental occupancy.

15.445.340 – Registration Postings

This STR will have a vacation rental home registration adjacent to the front door with the following information:

- A. The name of the operator and the telephone number where the operator may be reached.
- B. The telephone number of the police department.
- C. The maximum number of occupants permitted to stay in the dwelling.
- D. The standards for the rental occupancy.
- E. The solid waste collection day.

15.445.350 – Complaints and Revocation of Registration

Owner/Management Company is fully aware of and understands the above code and will make every effort to follow up with any and all complaints.

SAMPLE MAILER ATTACHED ON NEXT PAGE

2926 N Main St

Newberg, OR 97132

PROJECT STATEMENT

- This home was built in 1996 and no changes need to be made to the existing structure.
- The property will serve as a Short-Term rental for families and travelers to the beautiful Oregon Wine Country.
- The hours of operation will be guest check out by 11 am and guest check in at 4pm. A property manager will be available 24 hours to assist with guests/travelers needs
- The only employees on site regularly will be the property manager and a landscaper weekly.
- There will be no added odor or noise impacts to the neighborhood. Quiet hours will begin at 10pm in the evening until 8am in the morning.
- Yard has a manicured lawn in the front and back with all foliage being watered using a timed irrigation system.
- The backyard is completely fenced.

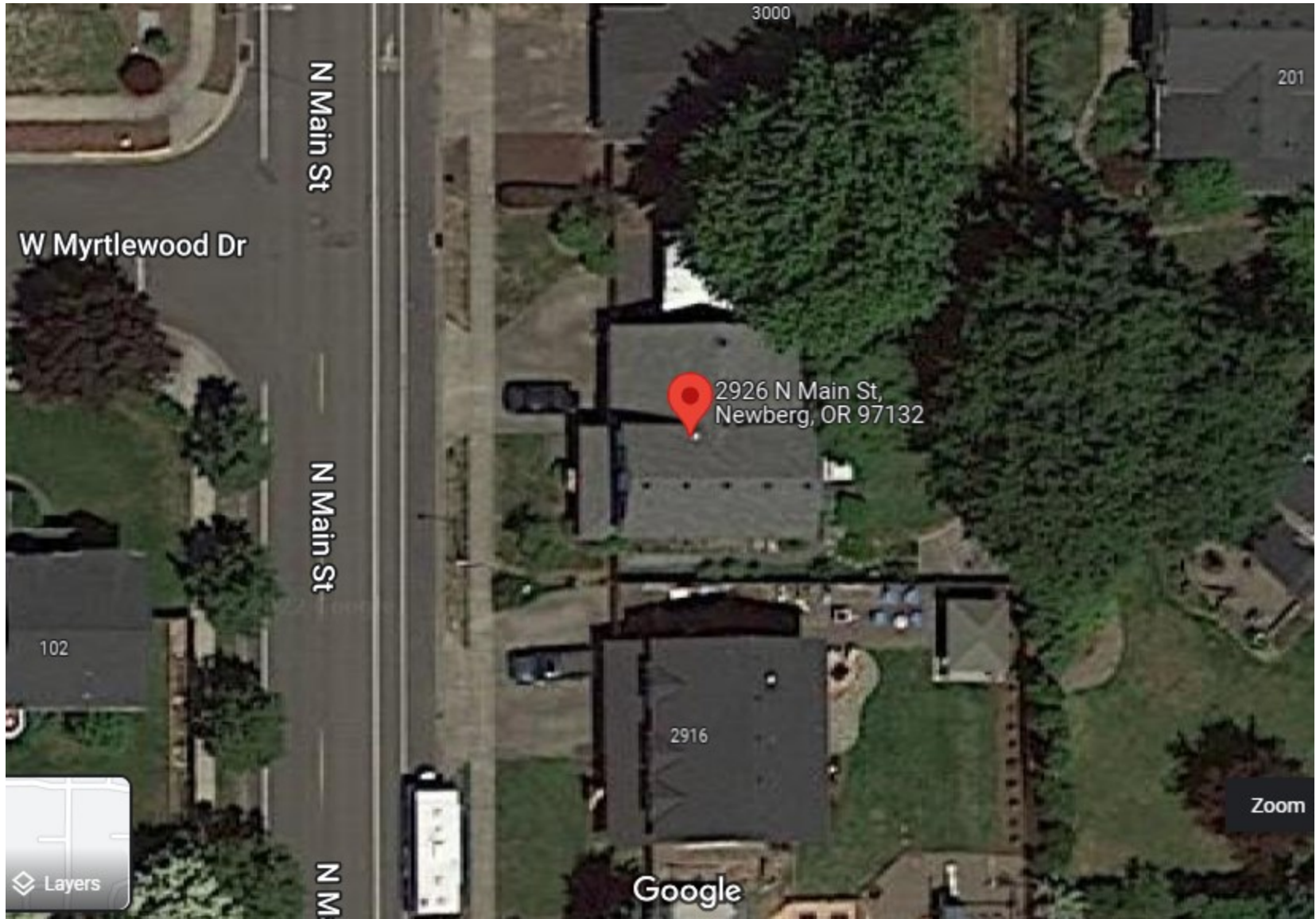
EXISTING PROPERTY MAP

Site Features: Yard debris cans will be on the side of the house as shown in **blue**, and trash and recycling will be housed in the garage. Mail is delivered to a mailbox across the street in the cul-de-sac on W Myrtlewood Drive.

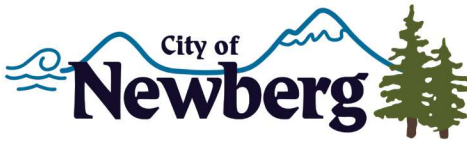
Off Street Parking – 3 spots in the driveway shown with **red** dots. 2 more spots are located in the 2-car garage.

Signs & Graphics – Underneath the front porch to the left of the door with information complying with Newberg Municipal Code 15.445.350.









FILE #: _____

COMMUNITY DEVELOPMENT
PLANNING DIVISION
(503) 537-1240
planning@newbergoregon.gov

VACATION RENTALS CRITERIA APPLICATION

NOTE TO APPLICANTS - PROVIDE THIS INFORMATION WITH A TYPE II or TYPE III LAND USE APPLICATION AND A BUSINESS LICENSE APPLICATION.
For questions on this form, please contact the Planning Division at 503-537-1240 or email: planning@newbergoregon.gov.

SITE INFORMATION:

Address: 2926 N Main St Newberg, OR 97132	
Applicant Name: Grant & Samantha Schroeder	
Mailing Address: PO Box 891 Newberg	State/Zip: Oregon / 97132
Phone: 541-231-1256	Email: grant.schroeder07@gmail.com
This is a single-family house: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No House Type: _____	

FUTURE REQUIREMENTS:

Initial to commit to meeting these requirements if the vacation rental application is approved.

GS/SS I/we will register and pay the transient lodging tax each year.

GS/SS I/we will post the vacation rental home registration that contains the information listed in the Development Code in [15.445.340](#).

GS/SS I/we understand the complaint process and revocation of registration listed in the Development Code in [15.445.350](#).

GENERAL INFORMATION:

Provide a brief description of your proposed vacation rental including how it will be rented out.

A. Proposed use will be a short-term vacation rental. The proposed STR is an SFR that was built in 1996. The house is a 2-story, 3-bedroom, 3-bathroom SFR on a 8,015 sq ft lot. It has a direct neighbor to the north, south, and east. The STR will be managed by a qualified short-term property management group (Porch Light Properties) that will provide a professional screening process and 24-hour assistance during STR occupation. There will be no loud noises outdoors after 10pm. There will be an animal policy that will include a requirement that dogs may not be left outside unattended. The property has a 2-car garage, a 3-car driveway, and a carport on the north side of the home. The location, design, and site of this proposed STR will provide functional accommodations to families and travelers that want to experience the loveliness of Oregon wine country. . The STR is not expected to generate any more traffic than long-term residents as it will be not be occupied as frequently.

The proposed STR use will be consistent with Ord. 2451, 12-296. Code 2001 & 151.210.

VACATION RENTALS CRITERIA:

Provide a brief response to the criteria listed below from the Newberg Development Code in [15.445.330](#).

1. The vacation rental home shall provide a minimum of two parking spaces on the site that are available for use of the rental occupants. Please state where those parking spaces will be located.

The property has a 2-car garage and a 3-car driveway in the front of the home.

2. The applicant shall provide for regular refuse collection. Please state the location and collection day.

Waste Management currently collects garbage, recycling and yard debris on Monday each week. Yard Debris is stored on the side of the house and trash & recycling bins are kept in the garage.

3. The vacation rental home may not be occupied by more than two rental occupants per bedroom, up to a maximum of 15 people. Please state how you'll meet this criterion.

There are 3 bedrooms in the home, therefore occupancy will be limited to 6 people.

4. The premises of the vacation rental home may not include any occupied recreational vehicle, trailer, tent or temporary shelter during the rental occupancy. Please state how you'll meet this criterion.

This STR will not allow the use of occupied recreational vehicles, trailers, tent or temporary shelter during the rental occupancy.

CONDITIONAL USE CRITERIA:

Provide a brief response to the criteria listed below from the Newberg Development Code in [15.225.060](#).

1. The location, size, design and operating characteristics of the vacation rental are such that it can be made reasonably compatible with and have minimal impact on the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the use.

B. The location, design, and site of this proposed STR will provide functional accommodations to families and travelers that want to experience the loveliness of Oregon wine country. The STR is not expected to generate any more traffic than long-term residents as it will be not be occupied as frequently.

2. The proposed vacation rental will provide a convenient and functional living, working, shopping or civic environment, and will be as attractive as the nature of the use and its location and setting warrants.

The proposed STR will provide a convenient and functional living environment such is currently visible in the neighborhood. Landscaping will be conducted weekly and professional property management will ensure that the property's appearance and functionality only enhance the surrounding neighborhood and do not detract from the attractive of this neighborhood.

Other/Continued Response Section:

VACATION RENTALS AND BED AND BREAKFAST CONDITIONAL USE PERMIT CHECKLIST

The following items must be submitted with each application. Incomplete applications will not be processed. Incomplete or missing information may delay the review process. Check with the Planning Division regarding additional requirements for your project.

- FEES**
- PUBLIC NOTICE INFORMATION** – Draft of mailer notice and sign; mailing list of all properties within 500'. *(This can be requested from a title company.)*
- CURRENT TITLE REPORT** (within 60 days old)
- WRITTEN CRITERIA RESPONSE** - Address the criteria listed on page 21 and [15.445.330](#) Vacation Rental Home standards or [15.445.010](#) Bed and Breakfast Establishments standards.
- PROJECT STATEMENT** - Provide a written statement that addresses the operational data for the project, including hours of operation, number of employees, traffic information, odor impacts, and noise impacts.
- EXISTING PROPERTY MAP** - Make sure the maps are at least 8 ½ x 11 inches in size and the scale is standard. An aerial picture of the property can be used as the existing property map (such as Google Maps). Where applicable, include the following information in the map(s) (information may be shown on multiple pages):
 - Site Features:** Indicate the location and footprint of all on-site buildings and other facilities such as mail delivery, and trash disposal.
 - Off-Street Parking:** Show proposed vehicular parking spaces and how the spaces meet the off-street parking requirements.
 - Signs and Graphics:** Show the location, size, colors, materials, and lighting of all exterior signs, graphics or other informational or directional features.
 - Other:** Show any other site elements which will assist in the evaluation of the site and the project.