



# Type I Application (Administrative Review)

File #: ADJC23-0006

**TYPES – PLEASE CHECK ONE:**

- Code Adjustment
- Final Plat
- Minor Design Review
- Property Line Adjustment
- ADU or Cottage Cluster Design Review
- Historic Landmark Minor Alteration/Demolition
- Property Line Consolidation
- Type I Extension or Type I Minor/Major Modification
- Type II or Type III Extension or Minor Modification
- Other: (Explain) \_\_\_\_\_

## APPLICANT INFORMATION:

APPLICANT: Daniel Danicic, Yamhill Land Development Services LLC

ADDRESS: PO Box 1042 CITY: Newberg STATE: OR ZIP: 97132

EMAIL ADDRESS: did.vlds@gmail.com PHONE: \_\_\_\_\_ MOBILE: 503-476-7702

OWNER (if different from above): Benjamin and Allison Nelson PHONE: 503-810-7816

ADDRESS: 2505 E Portland Rd CITY: Newberg STATE: OR ZIP: 97132

ENGINEER/SURVEYOR: Yamhill Land Development Services CONTACT: Daniel Danicic, PE

EMAIL ADDRESS: djd.ylds@gmail.com PHONE: \_\_\_\_\_ MOBILE: 503-476-7711

## GENERAL INFORMATION:

PROJECT LOCATION: 170/200 E 3rd Street Newberg, OR 97132 PROJECT VALUATION: \$ \_\_\_\_\_

PROJECT DESCRIPTION/USE: Two lot partition of residential lot under Middle Housing code criteria

MAP/TAX LOT NO. (i.e.3200AB-400): R3219AC-11600 SITE SIZE: 6360 SQ. FT.  ACRE

COMP PLAN DESIGNATION: Residential CURRENT ZONING: R1

CURRENT USE: Single family dwelling and ADU

SURROUNDING USES:

NORTH: R1 Residential SOUTH: R1 Residential

EAST: R1 Residential WEST: R1 Residential

## ATTACHED PROJECT CRITERIA AND REQUIREMENTS (check box's)

- Required Information:  Fees  Written Criteria Response  2 Hard copies of full Application Packet
- Current Title Report  Owner Signature  1 Digital Copy of full Application Packet

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

Code Adjustment.....	p. 5
Final Plat .....	p. 7
Minor Design Review .....	p. 10
Minor Modification .....	p. 12
Property Line Adjustment/Consolidation .....	p. 13
Historic Landmark Minor Alteration/Demo.....	p. 15

*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.*

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief.

11/27/23  
Applicant Signature Date

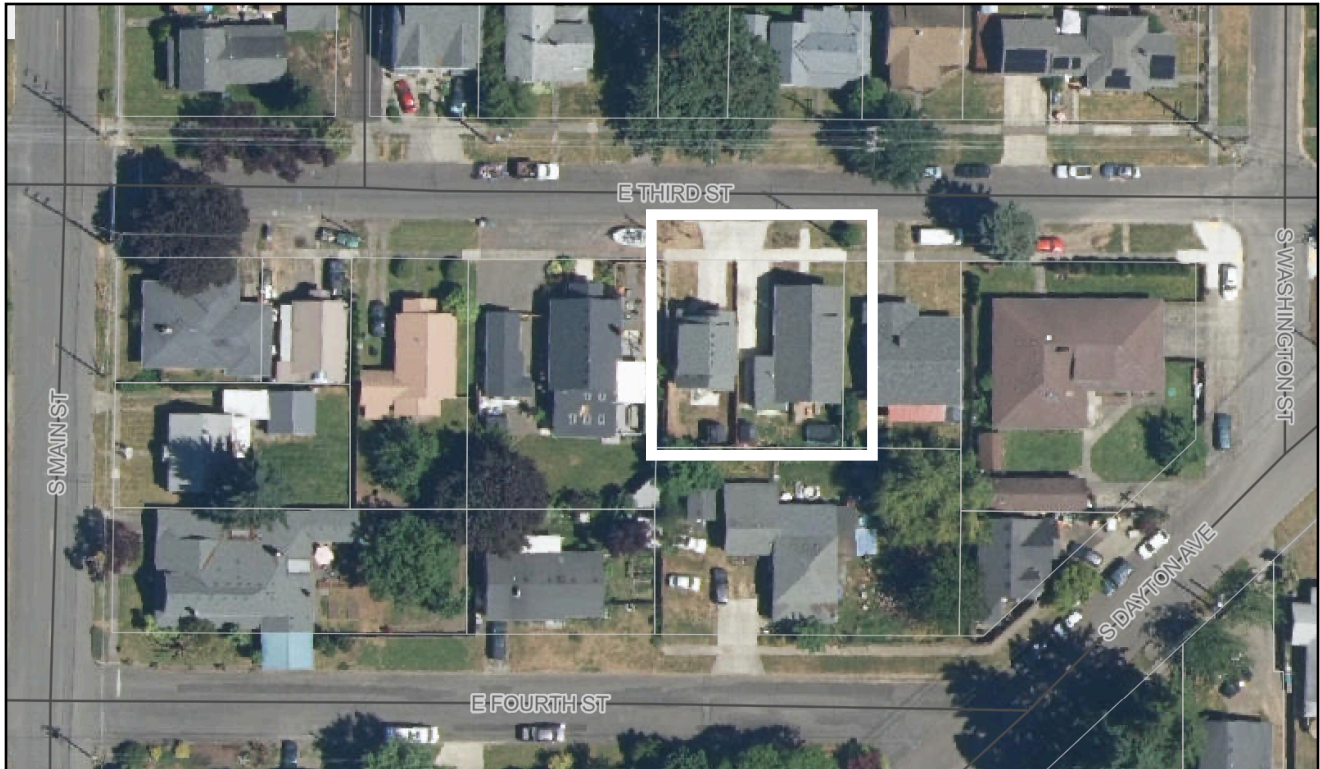
11/27/2023  
Owner Signature Date

Daniel Danicic  
Print Name

Benjamin Nelson  
Print Name

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# Type I Code Adjustment Application



170/200 E 3rd St  
Newberg, OR 97132

November 20, 2023

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## PROJECT DETAILS

Applicant:	Yamhill Land Development Services LLC PO Box 1042 Newberg, OR 97132
Owner:	Benjamin and Allison Nelson 2505 E Portland Road Newberg, OR 97132
Property Description	Tax Lot R3219AC 11600 170 and 200 E THIRD ST Newberg, OR 97132
Zoning	R1
Existing Lot	6,351.61 SF
Proposed Lots	Parcel 1 2,501.23 SF Parcel 2 3,850.38 SF

## PROJECT DESCRIPTION

The property currently consist of a single family house and an accessory dwelling unit (ADU). The property owner would like to utilize the recently adopted Middle Housing land division code to create a detached duplex project separating each of the housing units onto separate lots. To complete the land use process the application requires approval of a code adjustment for yard setback and lot dimensions.

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## WRITTEN CRITERIA RESPONSE

### **15.210.020 Type I adjustments and approval criteria.**

*(A) Yard setback dimensions, lot area, percentage of lot coverage, lot dimensions:*

*1. The director may approve adjustments to:*

*a. Setbacks/street trees – Maximum adjustment of 25 percent of the dimensional standards for front yard setback requirements and the spacing of street trees.*

**RESPONSE:** The standard for front yard setback is 15 feet. The maximum 25% reduction would reduce this by 3.75 feet to 11.25 feet. The existing front yard setback for Parcel two is 13 feet which is within the allowable code adjustment.

*b. Lot area – Maximum adjustment of 5 percent of the lot area required. A lot area adjustment shall not be granted thereby allowing a greater number of dwelling units than that permitted without the adjustment.*

**RESPONSE:** No adjustment requested.

*c. Percentage of lot coverage – Maximum adjustment of two percent more than permitted for all land uses except the maximum parking area coverage for R-3 Districts may be increased up to 50 percent.*

**RESPONSE:** No adjustment requested.

*d. Lot dimensions – Maximum of 10 percent of the required lot dimensions of frontages.*

**RESPONSE:** 15.405.030 D1c states:

*c. Each lot in R-1 zone shall have a minimum width of 35 feet at the front building line and AI or RP shall have a minimum width of 50 feet at the front building line.*

Parcel 1 is proposed to have a 31.5 foot width at the building face. A 10% reduction of the 35 foot requirement is 3.5 feet for modified width of 31.5 feet. The requested adjustment meets this criteria.

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2. *Approval Criteria. Approval of an adjustment shall be based on written findings. The director shall find that approval will result in:*

*a. More efficient use of the site.*

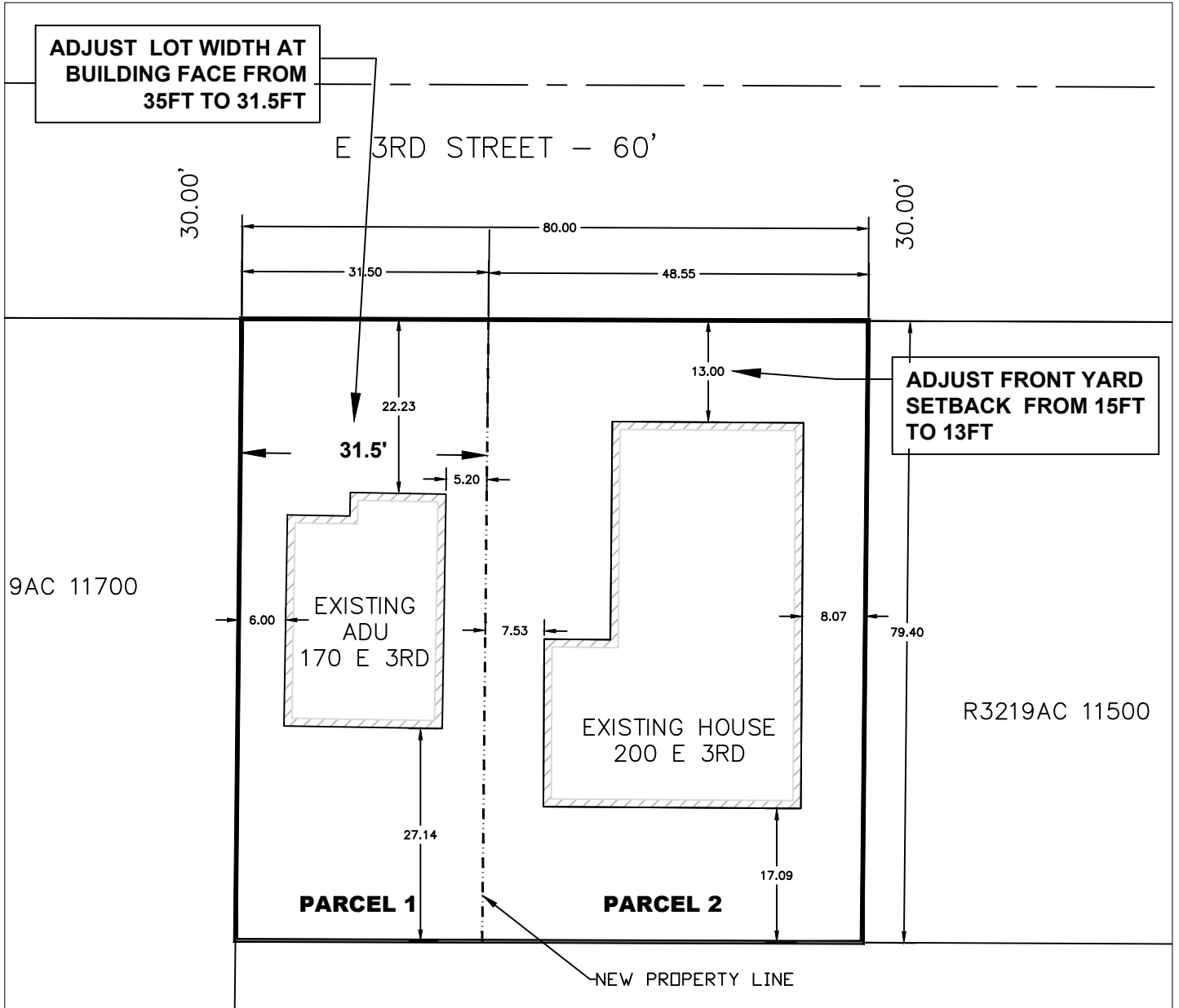
*b. Preservation of natural features, where appropriate.*

*c. Adequate provisions of light, air and privacy to adjoining properties.*

*d. Adequate emergency access.*

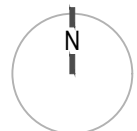
*e. The adjustment is consistent with the setbacks, lot area, and/or coverage of buildings or structures previously existing in the immediate vicinity.*

**RESPONSE:** The requested adjustments are within the percentage criteria for approval. The partition application implements provisions of the new Middle Housing code and approval will support the city's goal to add more affordable and varied housing stock. Because the structures already exist on the lot being divided, approval of the requested adjustments allows for the most efficient use of the site.



# **CODE ADJUSTMENT PLAN**

170/200 E 3RD ST  
 NEWBERG, OR 97132



0 |—————| 20'

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

WCP Companies  
Phone No.: 503-476-1020

Date Prepared: December 21, 2023  
Effective Date: December 14, 2023 / 08:00 AM  
Charge: \$350.00  
Order No.: 471823128781  
Reference: 200 E 3RD St, Newberg, OR 97132

The information contained in this report is furnished to the Customer by Tigor Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

#### **REPORT**

- A. The Land referred to in this report is located in the County of Yamhill, State of Oregon, and is described as follows:  
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:  
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently [vested in](#):  
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:  
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471823128781

**EXHIBIT "A"**  
**(Land Description)**

**For APN/Parcel ID(s):** [54611](#)  
**For Tax Map ID(s):** **R3219AC11600**

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The West 50 feet of Lot 3 and the West 50 feet of the North half of Lot 2, Block 8, EVEREST'S ADDITION, to the City of Newberg, County of Yamhill, State of Oregon.

TOGETHER WITH that portion of vacated Garfield Street inuring thereto by Vacation Order No. 572, recorded September 15, 1948 in [Book 150, Page 461](#), Deed Records.



Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471823128781

**EXHIBIT "B"**  
**(Tax Account and Map)**

[APN/Parcel ID\(s\) 54611 as well as Tax/Map ID\(s\) R3219AC11600](#)

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471823128781

**EXHIBIT "C"**  
**(Vesting)**

Benjamin J. Nelson and Allison R. Nelson, as tenants by the entirety

**EXHIBIT "D"**  
**(Liens and Encumbrances)**

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

Fiscal Year: 2023-2024  
Amount: \$4,897.42  
Levy Code: 29.0  
Account No.: [54611](#)  
Map No.: R3219AC 11600

1. City Liens, if any, in favor of the City of Newberg.
2. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance

Recording Date: September 16, 1948  
Recording No: [Book 150, Page 461](#)  
Affects: Reference is hereby made to said document for full particulars

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

Amount: \$150,000.00  
Dated: May 7, 2020  
Trustor/Grantor: Benjamin J. Nelson and Allison R. Nelson, as tenants by the entirety  
Trustee: First American Title Insurance Company  
Beneficiary: Larry Dean Stevens  
Loan No.: N/A  
Recording Date: May 11, 2020  
Recording No: [202007452](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Benjamin J. Nelson and Allison R. Nelson  
Recording Date: December 14, 2020  
Recording No: [202022632](#)

The document referenced below which purports to reconvey/release the above deed of trust is not sufficient for the reason stated:

Reason: The recorded document is a Satisfaction of Deed of Trust and is executed by the Beneficiary. Pursuant to Oregon law a Deed of Reconveyance executed by the Trustee of record is required to release a Deed of Trust in the State of Oregon pursuant to ORS 86.720.  
Recording Date: February 10, 2023  
Recording No: [202301178](#)

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

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

Amount: \$435,000.00  
Dated: May 14, 2021  
Trustor/Grantor: Benjamin J. Nelson and Allison R. Nelson, husband and wife  
Trustee: Chicago Title Insurance Company of Oregon, an Oregon corporation  
Beneficiary: MERS, as nominee for KeyBank National Association  
Loan No.: 2-6025209774  
Recording Date: September 14, 2021  
[Recording No:](#) [202118517](#)

\*\*End of Liens & Encumbrances\*\*

**BOUNDARY DEEDS:**

BOUNDARY DEED

Recording Date: July 28, 1978  
Recording No.: Film [Volume 131, Page 849](#)

BOUNDARY DEED

Recording Date: November 26, 2014  
[Recording No.:](#) [201414883](#)

BOUNDARY DEED

Recording Date: September 26, 2019  
[Recording No.:](#) [201913659](#)

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
    - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
    - (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, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

**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.

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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