



TYPE II APPLICATION (LAND USE) -- 2015

File #: PAR-16-001

TYPES - PLEASE CHECK ONE:

- Design review
Tentative Plan for Partition
Tentative Plan for Subdivision

- Type II Major Modification
Variance
Other: (Explain)

APPLICANT INFORMATION:

APPLICANT: Stefan + Meghan Czarnecki
ADDRESS: 1003 N. College St. Newberg, OR 97132
EMAIL ADDRESS: meac2ar@gmail.com
PHONE: 503-327-4942 MOBILE: 971-832-0436
OWNER (if different from above):
ADDRESS:
ENGINEER/SURVEYOR: Leonard Rydell, P.E. Pls wife
ADDRESS: 601 Pinhurst Dr. Newberg, OR 97132 503-538-5700

GENERAL INFORMATION:

PROJECT NAME: Czarnecki partition PROJECT LOCATION: 1003 N. College St.
PROJECT DESCRIPTION/USE: Partition lot
MAP/TAX LOT NO. (i.e. 3200AB-400): 3218 DB - 2200 ZONE: R-1 SITE SIZE: 17,284 SQ. FT. X ACRE
COMP PLAN DESIGNATION: TOPOGRAPHY: flat
CURRENT USE: yard
SURROUNDING USES:
NORTH: house SOUTH: empty field - being developed into housing
EAST: house WEST: empty field - being developed

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

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

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

Design Reviewp. 12
Partition Tentative Platp. 14
Subdivision Tentative Platp. 17
Variance Checklistp. 20

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.

M&R 3/23/16
Applicant Signature Date
Meghan Rogers-Czarnecki
Print Name

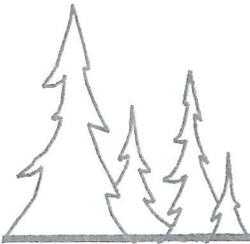
3/23/16
Owner Signature Date
Stefan Czarnecki
Print Name

Attachments: General Information, Fee Schedule, Criteria, Checklists

RECEIVED

MA: 24 2016

1023-16-000084-PLNG



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625

(503) 538-5700 FAX 538-9167

larydell@teleport.com

PARTITION APPLICATION

Rogers-Czarnecki Partition

A Proposed 2 Parcel Partition along North College Street

City of Newberg

Yamhill County, Oregon

22 March 2016

PREPARED FOR:

Meghan Rogers-Czarnecki
1003 N. College Street
Newberg, Oregon 97132

Phone: (503) 327-4942

E-Mail: megczar@gmail.com



RENEWAL DATE 12/31/2016

**PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS**

APPLICANT AND SITE INFORMATION

APPLICANTS Meghan Rogers-Czarnecki
1003 N. College Street
Newberg, Oregon 97132
Phone: (503) 327-4942
E-Mail: megczar@gmail.com

OWNER Meghan and Stefan Czarnecki
1003 N. College Street
Newberg, Oregon 97132
Phone: (503) 327-4942
E-Mail: megczar@gmail.com

ENGINEER/SURVEYOR: Leonard Rydell, P.E., P. L. S., W. R. E.
601 Pinehurst Drive
Newberg, OR 97132-1625
Phone: 503-538-5700
Fax: 503-538-5700
E-Mail: larydell@teleport.com

REQUEST: Tentative Plan Approval for a Two Parcel Partition

LEGAL DESCRIPTION: A portion of the Deskins Donation Land Claim

TAX LOT: Tax Lot 2200, Map No. 3-2-18DB

COMPREHENSIVE PLAN: Low Density Residential (LDR)

ZONING: Low Density Residential (R-1)

SIZE: 17,284 square feet more or less

LOCATION: West Side of College Street, 520 feet North of the centerline of Illinois Street

SPECIFIC REQUESTS: Tentative Plan Partition Approval for a 2-Parcel Partition under a Type II Partition Plat Application

Finding: The R-1 zoning allows the proposed use of single-family detached houses on individual lots or parcels. An existing single family residence and garage on the existing parcel will remain, and the partitioning will allow a new residence to be constructed on the back of the property.

Chapter 15.405 Lot Requirements

15.405.010 Lot area – Lot Areas per Dwelling Unit

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

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

Finding: The property contains 17,284 square feet. It is proposed that Parcel 1 contain 11,284 square feet, and Parcel 2 will contain 6,000 square feet.

B. *Lot or Development Site Area per Dwelling Unit.*

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

Finding: The gross area of the development site is 17,284 square feet, so each lot will meet the 5,000 square foot requirement square feet each.

C. *In calculating lot area for this section, lot area does not include land within public or private streets. In calculating lot area for maximum lot area/minimum density requirements, lot area does not include land within stream corridors, land reserved for public parks or open spaces, commons buildings, land for preservation of natural, scenic, or historic resources, land on slopes exceeding 15 percent or for avoidance of identified natural hazards, land in shared access easements, public walkways, or entirely used for utilities, land held in reserve in accordance with a future development plan, or land for uses not appurtenant to the residence.*

Finding: Lot areas are calculated per this section. There are no stream corridors, parks, open spaces, common buildings, scenic or historic resources.

D. *Lot size averaging is allowed for any subdivision. Some lots may be under the minimum lot size required in the zone where the subdivision is located, as long as the average size of all lots is at least the minimum lot size.*

be standard, being one inch equals 10 feet, 20 feet, 30 feet, 40 feet, 50 feet, 100 feet or multiples of 100 feet. The tentative plan shall contain the following information:

Finding: A tentative Partition Plan is drawn at a scale of 1" = 20'.

A. *Date, north point, scale, dimensions of all lines and a vicinity map locating the partitioning in relation to the surrounding area.*

Finding: A date, north point, scale and dimensions of all lines are shown on the Tentative Partition Plan along with a vicinity map of the surrounding area.

B. *Name and address of the land owner, all title holders, subdivider, mortgagee, if any, and the surveyor employed to make necessary surveys and prepare the description of each tract involved.*

Finding: The names and addresses of the owner and Engineer-Surveyor are shown on the title block.

C. *A statement regarding contemplated wastewater disposal systems and water supply systems.*

Finding: A statement and proposed water and sewer improvements to serve the two dwellings is shown on the Tentative Partition Plan. Each lot will have its own water meter. Parcel 1 will use the existing water meter and sewer lateral for the existing house and Parcel 2 will have been provided with a water meter and sewer service meeting City of Newberg Requirements by the development of "SHELLIE PARK".

D. *For land adjacent to and within the tract to be partitioned, the locations, names and existing widths of streets, location and size of wastewater and water lines (including laterals, drainage ways, and the location of power poles and any easements).*

Finding: Existing improvements are shown on the Tentative Partition Plan.

E. *Outline and location of existing buildings, trees and features to remain in place.*

Finding: The original house and garage on the property is the present residence of the applicants and will continue to be their residence.

F. *Outline and location of existing buildings, trees, and features to be removed.*

Finding: There are no existing buildings to be removed, and no trees proposed to be removed by the partitioning process.

G. *Contour lines related to federal or city data.*

lateral and storm laterals for the project. Storm water disposal will be by discharge to the drainage system along College Street or by infiltration rain gardens. If additional improvements need to be installed, they will be installed at the time of dwelling construction.

- (2) *The partitioner will substantially complete, as defined by city policies, required improvements prior to final plat approval, and enter into a performance agreement to complete the remaining improvements. The performance agreement shall include security in a form acceptable to the city in sufficient amount to insure the completion of all required improvements; or*

Finding: It is the intent of the applicant to complete all of the required improvements prior to recording the final plat or enter into a performance agreement and a security agreement to ensure that the improvements are completed.

- (3) *A local improvement district shall have been formed to complete the required improvements; or*

Finding: A local improvement district is not going to be requested as all necessary improvements have been installed.

- (4) *The required improvements are contained in a city or other government agency capital improvement project that is budgeted and schedule for construction.*

Finding: The necessary improvements have been installed as part of the "SHELLIE PARK" improvements.

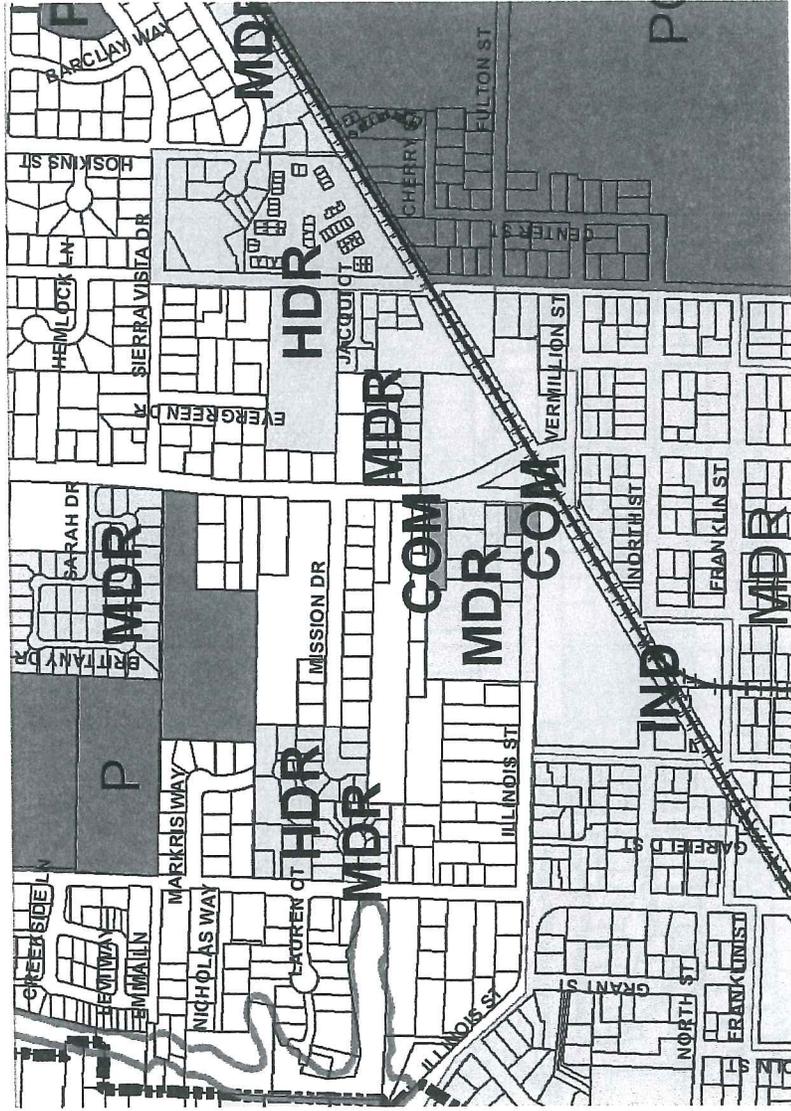
Conclusion

This development site can be developed in accordance with the affordable housing and density goals of an infill R-1 development site. The project is a partition and allows the opportunity to construct a variety of housing sizes and styles. Newberg is currently encouraging affordable housing.

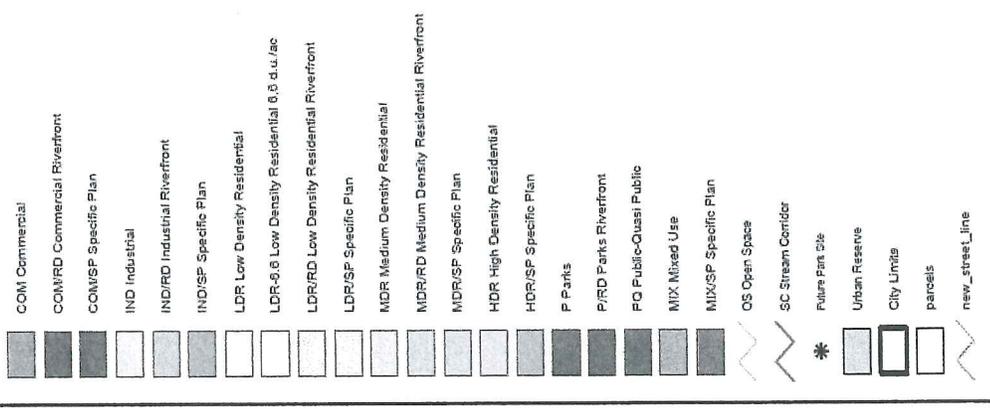
The applicant feels that there is a market for single family residences within walking distance of downtown, and the relatively larger lots in an existing developed R-1 zoned subdivision allows the opportunity for larger single family homes in an existing neighborhood. This application is for the full maximum development of the site per the existing zoning code.

Approval of Partition Plat for creating two parcels for two single family residences on one existing tax lot in a developed neighborhood under a Type II review is hereby requested.

COLLEGE STREET COMPREHENSIVE PLAN



COMPREHENSIVE PLAN MAP Including the Urban Reserve Areas





First American

First American Title Company of Oregon
825 NE Evans Street
McMinnville, OR 97128
Phn - (503)376-7363
Fax - (866)800-7294

Order No.: 1032-2556062
November 23, 2015

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

JESSICA GRELL, Escrow Officer/Closer
Phone: (503)538-7361 - Fax: (866)800-7290 - Email: jgrell@firstam.com
First American Title Company of Oregon
515 E Hancock, Newberg, OR 97132

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

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

Preliminary Title Report

County Tax Roll Situs Address: 1003 N College Street, Newberg, OR 97132

Proposed Insured Lender: First Federal Savings and Loan

2006 ALTA Owners Standard Coverage	Liability \$	Premium \$	
2006 ALTA Owners Extended Coverage	Liability \$	Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$	Premium \$	
2006 ALTA Lenders Extended Coverage	Liability \$	220,000.00	Premium \$ 975.00
Endorsement 9, 22 & 8.1			Premium \$ 100.00
Govt Service Charge			Cost \$ 20.00
Other			Cost \$

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

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

and as of November 16, 2015 at 8:00 a.m., title to the fee simple estate is vested in:

Meghan Czarnecki and Stefan Czarnecki, as tenants by the entirety

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

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

10. Easement, including terms and conditions contained therein:
Granted to: City of Newberg, a municipal corporation of Yamhill County
For: Water pipeline
Recorded: April 24, 1907
Recording Information: Book 50, Page 72, Deed Records
11. Easement, including terms and provisions contained therein:
Recording Information: January 30, 2014 as Instrument No. 201401135
In Favor of: State of Oregon, by through its Department of Transportation
For: Water, gas, electric and communication service lines, fixtures and facilities
12. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Meghan Czarnecki and Stefan Czarnecki, as tenants by the entirety
Grantee/Beneficiary: Mortgage Electronic Registration Systems, Inc., "MERS" solely as a nominee for Nationstar Mortgage LLC, its successors and assigns
Trustee: Quality Loan Service Corp of WA
Amount: \$170,850.00
Recorded: October 21, 2013
Recording Information: Instrument No. 201316260
13. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Meghan Czarnecki and Stefan Czarnecki, wife and husband
Grantee/Beneficiary: Mortgage Electronic Registration Systems, Inc., "MERS" solely as a nominee for Countrywide Bank, FSB. a FED SVGS Bank, its successors and assigns
Trustee: Fidelity National Title Co
Amount: \$27,500.00
Recorded: February 06, 2008
Recording Information: Instrument No. 200802029
- And Re-Recorded: February 7, 2008 as Instrument No. 200802029

The lien of said Deed of Trust was subordinated to the lien of the instrument recorded October 21, 2013 under Instrument No. 201316260 by agreement recorded October 21, 2013 under Instrument No. 201316261 .

The beneficial interest under said Deed of Trust has been assigned to Bank of America, N.A., by Assignment recorded May 19, 2015, as 201506820 .

- END OF EXCEPTIONS -

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



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD EXCEPTIONS

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

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

TI 149 Rev. 7-22-08

Exhibit "A"

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

A part of the Daniel D. Deskins Donation Land Claim No. 54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

BEGINNING at the Northeast corner of that certain 8.80 acre tract conveyed by Ellen D. Todd et al. to Edith J.D. Holt by deed recorded February 5, 1916 in Book 70, Page 389, Deed Records, said place of beginning being South 15.54 chains and East 21.445 chains and North 0°12' East 4.10 chains from the Northwest corner of said Claim; thence West along the North line of said 8.80 acre tract 308 feet; thence South 58 feet; thence East 308 feet to the East line of said 8.80 acre tract; thence North 0°12' East 58 feet to the place of beginning.

EXCEPTING therefrom that tract conveyed to the State of Oregon by deed recorded February 1, 1956 in Book 179, Page 560.

