



May 19, 2023

Aleksanka Gabriychuk  
10795 Sunnyside Rd SE  
Jefferson, OR 97352

RE: Status of PLA 23-04 for Lincoln Project: 1129 & 1143 E. Lincoln St (Tax Lots 051W08CC06200, 051W08CC06301, 051W08CC06400, & 051WD8CC06300)

Dear Mr. Gabriychuk:

Thank you for submitting a Property Line Adjustment / Lot Consolidation (PLA) application on April 20, 2023, and the requested supplemental site plan on May 17, 2023. Staff reviewed the degree of completion of the application package and determined it to be incomplete as of May 18, 2023. Staff sends this letter to demonstrate compliance with Oregon Revised Statutes (ORS) [227.178\(2\)](#). Needed items are outlined below.

Section references are to the [Woodburn Development Ordinance \(WDO\)](#).

- A. A complete draft drawing showing all four lots to be adjusted: Tax Lots 051W08CC06200, 6300, 6301, & 6400. On this drawing indicate:
1. Where adjusting, show how the lot line or lines would be adjusted (both the existing and proposed lines).
  2. If and where consolidating, illustrate the lot line or lines to be eliminated.
  3. Delineate and note any altered, extinguished, or new easements, including any public access easements and public utility easements (PUEs).
  4. Dimension and note how the adjusted and/or consolidated lots conform to the basic zoning requirements. See the paragraphs below.

The draft drawing is not to be confused with a survey of existing conditions like the one you'd already submitted. The draft drawing is limited to black and white representation of abstract lines indicating lot and easement boundaries. (See enclosed examples from other PLAs and/or lot consolidations.)

Staff reviews the PLA for conformance with the criteria of WDO 5.01.08B. Regarding criterion B.1, the basic zoning requirements are minimum lot area, minimum lot width, minimum lot frontage (along a street), and minimum vehicular access.

Because the subject property is zoned Medium Density Residential (RM), the lot standards are found in Table 2.02E. For example, to demonstrate conformance with minimum lot area, the applicant would label each adjusted or consolidated lot with the proposed square footage that meets or exceeds the minimum lot area per the table.

For vehicular access standards, see Figure 1.02D; 3.04.01A; 3.04.03C.3 & C.4; and Table 3.04A (row flag lot access width). Illustrate and note conformance. This is particularly necessary for any proposed flag lot(s) because an applicant cannot create a lot that fails to abut a public street or fails to have legal and physical means of access across another lot to get to and from a public street.

Regarding public utility easements (PUEs) to be altered, extinguished, or new, see 3.02.01B, C & F. Illustrate and note conformance.

If you're speculating about future redevelopment of the subject property, it's up to you to adjust and/or consolidate the lots in the way you'd like to meet not only the basic zoning requirements but also to fit whatever residential uses and building types you want in a way that would meet site development standards, including the remainders of Tables 2.02E & 3.04A. Because the PLA is submitted as a standalone application, with no development proposed through additional land use application types, staff reviews the PLA on its own terms only. In other words, don't show proposed buildings and proposed setbacks.

Also, a PLA doesn't require ROW dedication, but development would require it, so remember through the PLA to oversize and deepen lots enough to lose lot areas to ROW while still fitting the development you want in a way that would continue to meet site development standards. Certainly, you're welcome to volunteer to dedicate ROW sooner through the PLA.

4.01.07 directs that if multiple land use applications are needed, to submit them as a consolidated package. If you know now you'd develop, staff recommends that you supplement the PLA application with other applications and their fee payments as staff recommended at pre-app PRE 23-09 on April 12, 2023. This would allow staff to review development topics such as ROW dedication, driveways, minimum building setbacks, and maximum lot coverage.

Returning to the PLA you submitted, upon resubmittal – that is, submittal of revised and additional information – staff will review again. When the application is complete, because it’s a Type I land use application, staff will review and decide administratively within approximately 6 weeks after staff deemed it complete. It wouldn’t go to a public hearing.

The information below corrects what I wrote in an email dated May 10, 2023, “The completeness letter will be your legally binding document that you will use to get a final plat with Marion County.” As a correction, the basic process for PLA is as follows:

1. Applicant submits PLA application to Woodburn Planning Division.
2. Planning staff determines whether an application is complete (includes sufficient information needed for full review).
3. Planning staff sends a letter of either completeness or incompleteness. If incomplete, the letter will explain why and what to do to complete it.
4. Once the application is complete, staff fully reviews application and writes a staff report as a “final decision” document with “analyses and findings” about how the application materials meet the Woodburn Development Ordinance (WDO) and other applicable City ordinances. More relevant to the applicant, it also contains “conditions” or “conditions of approval”, a number of tasks that the applicant must complete after City approval.
5. The applicant or applicant’s land surveyor applies to the Marion County Surveyor’s office to record the City-approved PLA drawing(s).
6. Applicant or applicant’s land surveyor revises as needed to meet County standards for recordation while maintaining conformance with the City approval. The County mails the City notice that it received a recordation application and solicits City comments about whether the proposed recordation continues to meet City requirements – what City staff calls a “paper check”. Staff responds to the County.
7. The County Surveyor’s office allows recordation to continue up to the applicant or the applicant’s land surveyor drawing the plat or re-plat on durable waterproof plastic (“Mylar”) for the City Community Development Director to sign before recordation is finished.
8. Once the Director signs, the applicant or applicant’s land surveyor retrieves the Mylar and returns to the County and finishes recordation.
9. Upon recordation, the applicant submits to the City Planning Division an Address Assignment request form and fee payment. No building permit applications are permissible for adjusted or new lots until the City assigns addresses.

Please contact me at (503) 980-2494 or [heidi.hinshaw@ci.woodburn.or.us](mailto:heidi.hinshaw@ci.woodburn.or.us) with questions.

Sincerely,

Heidi Hinshaw  
Associate Planner

May 19, 2023

cc: Colin Cortes, AICP, CNU-A, Senior Planner  
Dan Handel, AICP, Planner  
Curtis Stultz, Public Works Director  
Dago Garcia, PE, City Engineer

Enclosure (1): Example complete PLA application

File(s): PLA 23-04 at 1129 & 1143 E. Lincoln St (Tax Lots 051W08CC06200 etc.); [record no. 971-23-000057-PLNG](#); S&F Land Services job no. 2021-430-01



## **Example complete PLA application**

## Narrative

I Valeriy Valihov propose to partition my land on 548 Hall Street Woodburn Oregon.

Currently it is 150 feet long and 100 feet deep per information on Marion County's tax assessor website.  
Tax lot 05W07CD05700.

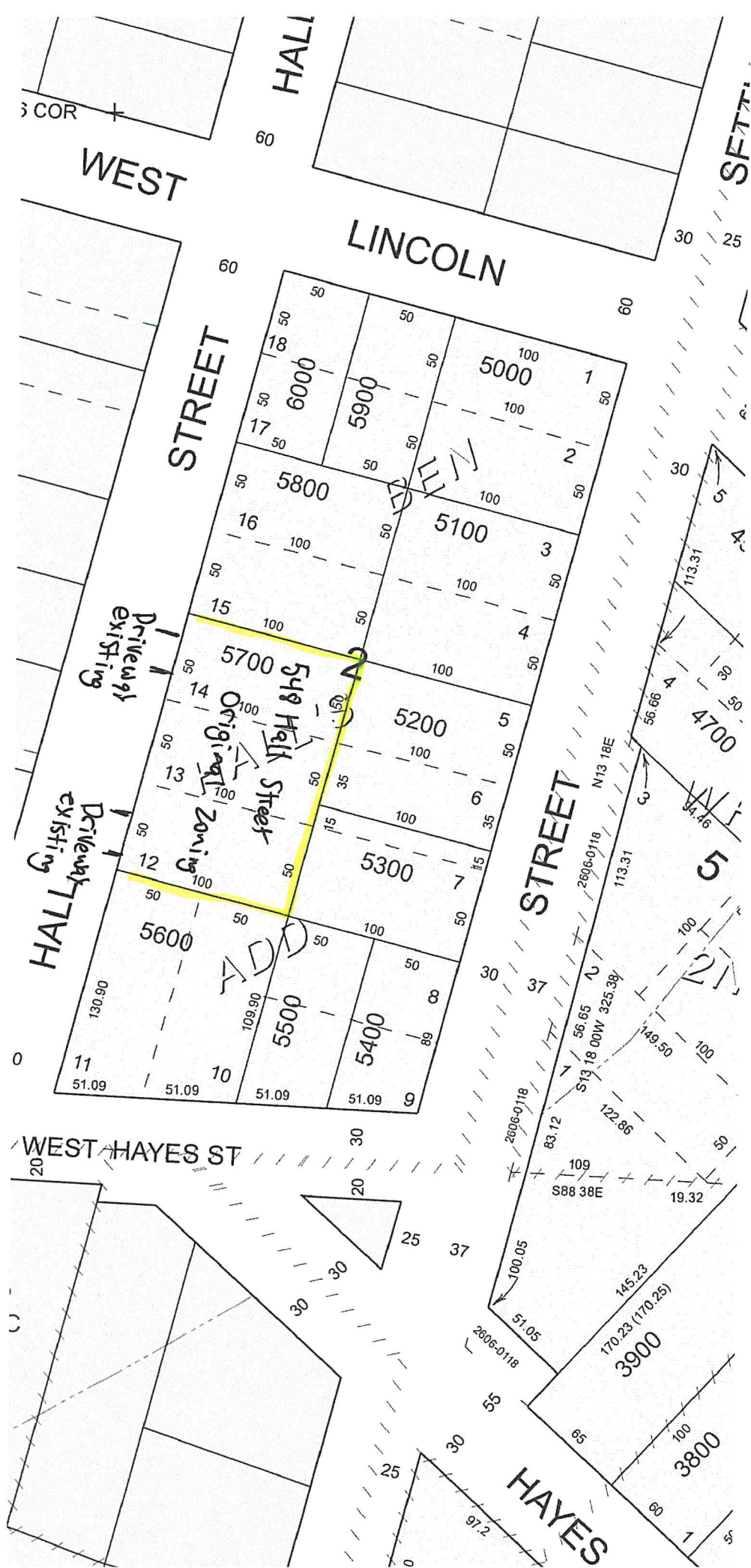
Account number 106590.

I propose to partition it in half at 75 feet wide and 100 feet deep per lot.

On the proposed new lot I would like to build a new single family residential home for me and my family.

The home I would like to build would range anywhere from 1800 sq. ft. to 2200 sq. ft.

Plans





548 HALL ST

Show search results for 548 HALL ST





Tax lot 051W07CD05700  
Account number 106590

Settlement Street

Settlement  
645

645

12x14  
Garage  
existing

564  
Hall Street

Fence existing

existing 1550 Sq ft  
House  
548 Hall Street

concrete  
Driveway

Hall Street

Fence existing 75'

Settlement  
625

625



existing  
willow  
tree

Proposed 75'x100'  
Partition

Potential future  
Home site



existing  
apple  
tree

100'

Fence existing

fence existing

Existing  
driveway

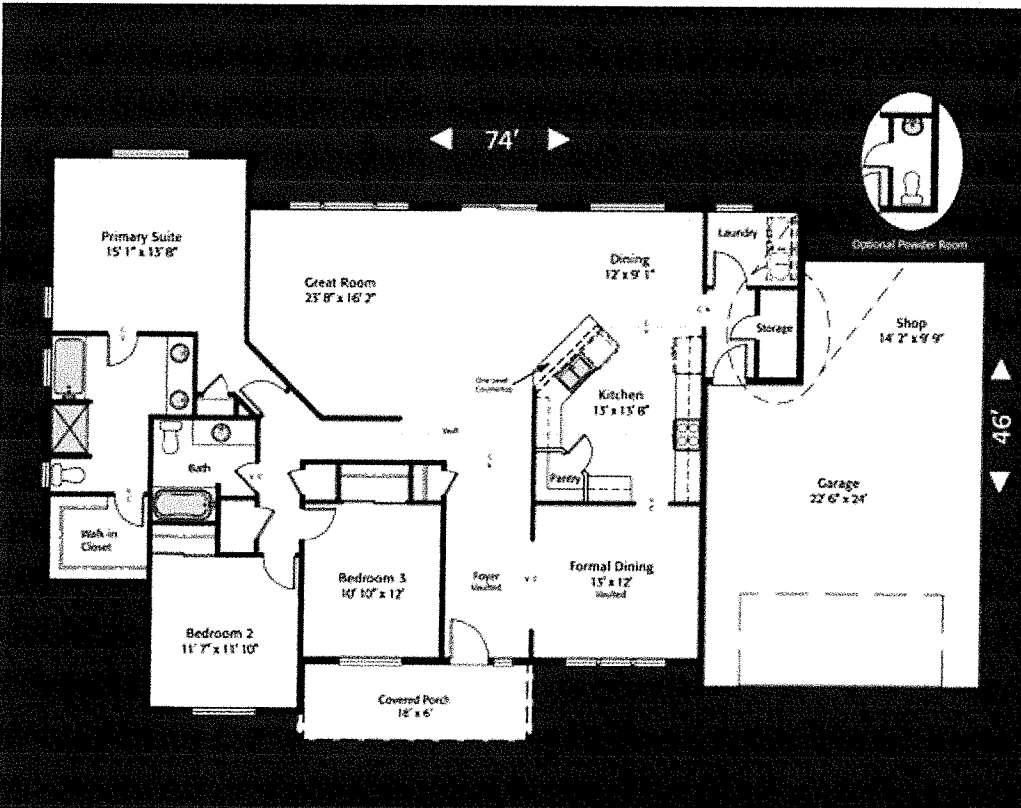
991 Hayes

945  
Hayes

515  
Settlement

Hayes Street

Proposed Home on future partition  
OR Similar Style Home



Standard Elevation



**Home Plan 2042R | 3 Bedrooms | 2 Bathrooms | 2 Car Garage | Optional Powder Room  
On Your Lot, On Time, Built Right! | [HiLineHomes.com](http://HiLineHomes.com) | 888-882-2232**

Any use, modification or derivative works on floor plans without permission constitutes copyright infringement. Plan numbers indicate approximate square footage of living space, Renderings of elevations shown may reflect artist's interpretation and/or optional features, and may not represent the finished product. Builder reserves the right to change specifications and price without notice or obligation.  
WA # HILINH\*983BD, HILINH\*845D3, HILINH\*841JA | OR CCB# 182300, 181069, 181652, 210297 | CA CCSLB# 1001720 | ID# RCE-50728.  
Revised 2/2022 | © 1996-2022 All Rights Reserved - HiLine Homes.

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VOI 502 4773  
 FURNISHED AS A COPY OF L.S.  
 UNION TITLE INSURANCE CO.  
 222 COURT STREET - SEASON

ALSO SEE THE INDEX FROM THE COURTHOUSE

This Indenture Witnesseth, that OLIVER W. HOYER and IDA E. HOYER  
 husband and wife  
 for the sum of ONE AND 20/100 (\$1.20) DOLLARS  
 to ERNA paid, he has bargained and sold and by these presents do  bargain, sell and convey to  
R. E. RHOOK and IRA BERDICK  
 husband and wife as tenants by the entirety the following described premises situate in Marion County,  
 Oregon, to-wit:

Lots 12, 13 and 14, in Block two (2) of NEW HALLS ADDITION  
 to the City of Woodburn, Marion County, Oregon, according to  
 the official plat thereof on file and of record in the town  
 plate in the Recorder's Office for Marion County, State of  
 Oregon.



To Have and to Hold unto the said grantees, as tenants by entirety, their Heirs and Assigns forever.  
 AND the said OLIVER W. HOYER and IDA E. HOYER do  
 hereby covenant to and with the said grantees, their Heirs and Assigns, that they are  
 the owner. In fee simple of said premises; that said premises are free from all encumbrances.

and that they will WARRANT and DEFEND the same from all lawful claims whatsoever  
 save and except as above stated.

WITNESS our hand. S. and seal. S. this 2nd day of AUGUST, 1957.

O. W. Hoyer (SEAL)  
Ida E. Hoyer (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF OREGON }  
 County of MARION } ss.  
 On this 2nd day of AUGUST, 1957,  
 personally appeared the above named  
OLIVER W. HOYER and IDA  
E. HOYER  
 and acknowledged the foregoing instrument to be  
 their voluntary act and deed.  
Erna  
 My Commission Expires  
7/29/60

STATE OF OREGON }  
 County of MARION } ss.  
 I certify that the within instrument was re-  
 ceived for record on the 2nd day of AUGUST, 1957  
 at 2:32 o'clock P.M., and recorded in  
 Book 582, Page 628, Record of Deeds of said  
 county.

Norman W. Lank  
 Recorder of Conveyances.

By \_\_\_\_\_ Deputy.  
 Return to: B. J. Sheehy  
Rt. 2 Box 49  
Woodburn, Ore

51815

518151

057

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50	32	2.2
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60	40	2.0

Vol 186 p 188

**CONTRACT**

THIS CONTRACT, made this 2 day of June, 1960, between BENJAMIN F. SHROCK and IDA C. SHROCK, husband and wife, hereinafter called the seller, and HOMER A. WINN and MARJORIE L. WINN, husband and wife, hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate, situate in the County of Marion, State of Oregon, to-wit:

Lots 12, 13 and 14, Block 2, Pen Hall's Addition to Woodburn, in Marion County, Oregon.

for the sum of TWELVE THOUSAND FIVE HUNDRED and No/100 DOLLARS (\$12,500.00) (hereinafter called the purchase price), on account of which THREE THOUSAND FIVE HUNDRED and No/100 DOLLARS (\$3,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$9,000.00) to the order of the seller in monthly payments of not less than SEVENTY-FIVE and No/100 DOLLARS (\$75.00) each, payable on the 15th day of each month beginning with the month of July, 1960, and continuing until said purchase price is fully paid. All or any part of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 6 per cent per annum from June 15, 1960, until paid, interest to be paid monthly and being included in the minimum monthly payments above required.

The buyer shall be entitled to possession of said land on June 15, 1960, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will

WALLACE GUTLER  
ATTORNEY AT LAW  
WOODBURN, OREGON



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not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss by fire (with extended coverage) in an amount not less than the full insurable value thereof in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at this expense and within thirty days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient

Page 2 - CONTRACT

J. WALLACE CUTLER  
ATTORNEY AT LAW  
WOODRUFF, GEORGIA

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deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns. However, seller agrees that, when the remaining principal balance shall have been reduced to \$5,000.00, he will, upon buyer's request, surrender of this agreement and execution by buyer of a note and mortgage for the remaining balance upon the same payment terms as herein set forth, deliver to buyer a deed as aforesaid.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights required by the buyer hereunder shall revert to and revert in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract

J. WALLACE G. JONES  
ATTORNEY AT LAW  
WASHINGTON, D.C.

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are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the Court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the day and year first above written.

*Harold A. Wilson* SEAL *Benjamin J. Shrock* SEAL  
*August L. Harris* SEAL *Eda C. Shrock* SEAL

STATE OF OREGON }  
 County of Marion } SS.

On this 2<sup>nd</sup> day of June, 1960, before me, the

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undersigned, a Notary Public in and for said County and State, personally appeared the within named BENJAMIN F. SHROCK and IDA C. SHROCK, husband and wife, and HOMER A. WINN and MARJORIE L. WINN, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*W. G. Madson*  
 Notary Public for Oregon  
 My Commission expires 2-22-61

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616538

616538

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J WALLACE CUTLER  
 ATTORNEY AT LAW  
 WOODBURN, OREGON

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21	3.6	2.0
12	4.0	

Form 127 (Rev. 7-27-55)

Vol. 589 Page 418 DEED OF TRUST

THIS DEED OF TRUST, made this 25th day of January, 1966, between BOB L. WYHIA and MARJORIE I. WYHIA, husband and wife, as grantor, whose address is 548 Hall Street, Woodburn, Oregon, State of Oregon, SALEM TITLE COMPANY, an Oregon corporation, as Trustee, and COMMONWEALTH, INC., an Oregon corporation, as Beneficiary.

WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN TRUST, WITH POWER OF SALE, THE PROPERTY IN Marion County, State of Oregon, described as:

Lot 12, 13 and 14, Block 2, BEN HALL'S ADDITION to Woodburn, in Marion County, Oregon.

Together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any-wise appertaining, the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto Trustee. The above described property does not exceed three acres.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$11,600.00 with interest thereon according to the terms of a promissory note, dated January 25, 1966, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, shall be due and payable on the first day of FEBRUARY, 1996.

1. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided further,* That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

772457

45 2.8  
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 32 2.2  
 36 2.0  
 40 2.0

FORM No. 711-WARRANTY DEED (Revised as Prescribed by Statute)

VOL 612 PAGE 333

**KNOW ALL MEN BY THESE PRESENTS, That Benjamin F. Shrook and Ida C. Shrook, husband and wife**  
 in consideration of Ten and No/100 \_\_\_\_\_ Dollars  
 to them paid by **HOMER A. WINN and MARJORIE I. WINN**  
 husband and wife, grantees,  
 do hereby grant, bargain, sell and convey unto the said grantees, as tenants by the entirety, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of **MARION** and State of Oregon, bounded and described as follows, to-wit:  
 Lots 12, 13 and 14, Block 2, Sen Hall's Addition to Woodburn,  
 in Marion County Oregon.



To Have and to Hold the above described and granted premises unto the said grantees as tenants by the entirety, their heirs and assigns forever.  
 And **WE**, the grantors, covenant that **WE** lawfully seized in fee simple of the above granted premises free from all incumbrances,  
 and that **WE** will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hand and seal this 2nd day of June, 1960  
 Benjamin F. Shrook (SEAL)  
 Ida C. Shrook (SEAL)

STATE OF OREGON,  
 County of **MARION**. On this 2nd day of June, 1960,  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Benjamin F. Shrook and Ida C. Shrook**



known to me to be the identical individual **he** described in and who executed the within instrument, and acknowledged to me that **he** executed the same freely and voluntarily.  
**IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.**

**W.B. Madonck**  
 Notary Public for Oregon  
 My Commission expires 8-7-61

**WARRANTY DEED**  
 TO \_\_\_\_\_  
 AFTER RECORDING RETURN TO  
**COMMONWEALTH, INC.**  
 125 LIBERTY ST. S.E.  
 TULSA, OREGON

STATE OF OREGON,  
**MARION**  
 County of \_\_\_\_\_  
 I certify that the within instrument was received for record on the day of \_\_\_\_\_, 1960,  
 at 9:01 o'clock A.M. and recorded in book 612 on page 333  
 Record of Deeds of said County.  
 Witness my hand and seal of County aforesaid.  
 County Clerk-Recorder  
 By \_\_\_\_\_ Deputy.


716 INDEXED  
 772455/

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 KNOW ALL MEN BY THESE PRESENTS, That HOMER A. WINN and MARJORIE I. WINN, husband and wife, in consideration of TEN AND 10/100 Dollars to grantor paid by BOB L. WYNIA and MARJORIE I. WYNIA, husband and wife, hereinafter called the grantee, do hereby grant, bargain, sell and convey unto the grantee, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances therunto belonging or appertaining, situated in the County of Marion, State of Oregon, described as follows, to-wit:

Lots 12, 13 and 14, Block 2, EEN HALL'S ADDITION to Woodburn, in Marion County, Oregon.



To Have and to Hold the above described and granted premises unto the said grantee, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantee and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural, WITNESS grantor's hand and seal this 22nd day of January, 1966.

*Homer A. Winn* (SEAL)  
*Marjorie I. Winn* (SEAL)

STATE OF OREGON, County of Marion ) ss. January 22, 1966  
 Personally appeared the above named HOMER A. WINN and MARJORIE I. WINN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, *Sula Brooks*, Notary Public for Oregon, My commission expires July 27 1968.

**WARRANTY DEED**

HOMER A. WINN et ux  
 TO  
 BOB L. WYNIA et ux

AFTER RECORDING RETURN TO  
 COMMONWEALTH, INC.  
 198 Liberty St. SE  
 Salem, Oregon

DO NOT USE THIS SPACE UNLESS THE RECORRING LAMINATE IS SOON TO BE USED.

STATE OF OREGON,  
 County of MARION  
 I certify that the within instrument was received for record on the day of 19 at 9:09 o'clock A.M. and recorded in book 512 on page 334 Record of Deeds of said County.  
 Witness my hand and seal of County attested.  
 County Clerk-Recorder.  
 By \_\_\_\_\_ Deputy.

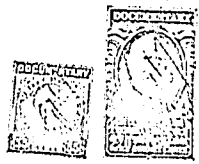
716-772156  
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KNOW ALL MEN BY THESE PRESENTS, That  
 BOB L. WYNIA and MARJORIE I. WYNIA,  
 husband and wife,  
 in consideration of Ten and no/100 Dollars,  
 to them paid by  
 EDWARD L. BURCH and LORETTA E. BURCH,  
 husband and wife, grantees,  
 do hereby grant, bargain, sell and convey unto the said grantees, as tenants by the entirety, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Marion and State of Oregon, bounded and described as follows, to-wit:

Lots 12, 13, and 14, Block 2, BEN HALL'S ADDITION to Woodburn, in Marion County, Oregon.

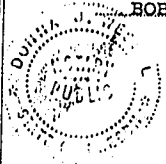


2.75

To Have and to Hold the above described and granted premises unto the said grantees as tenants by the entirety, their heirs and assigns forever.  
 And...W.C., the grantor, covenant that...W.S. ARE... lawfully seized in fee simple of the above granted premises free from all incumbrances, except trust deed in favor of Commonwealth, Inc., recorded January 26, 1966 in Vol. 589, page 418, Mortgage Records, which grantees herein assume and agree to pay.  
 and that...W.S. will and...O.W.T. heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as heretofore stated;

Witness...O.W.T. hand and seal this 17th day of July, 1967  
 Bob L. Wynia (SEAL)  
 Marjorie I. Wynia (SEAL)

STATE OF OREGON,  
 County of Marion } ss. On this 17th day of July, 1967,  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BOB L. WYNIA and MARJORIE I. WYNIA, who are known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.  
 IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my official seal the day and year last above written.



Donna J. Kiesel  
 Notary Public for Oregon.  
 My Commission expires September 8, 1969

WARRANTY DEED

WYNIA, Bob L., et ux  
 TO  
 BURCH, Edward L., et ux

AFTER RECORDING RETURN TO  
 Mr. & Mrs. Edward L. Burch  
 548 Hall Street  
 Woodburn, Ore. 97071

(DON'T USE THIS SPACE RESERVED FOR RECORDING LABEL IN COURTESY WHERE USED.)

STATE OF OREGON,  
 County of MARION } ss.

I certify that the within instrument was received for record on the day of JUL 11 1967, 1967, at 2:32 o'clock P.M., and recorded in book 633 on page 845 Record of Deeds of said County.

Witness my hand and seal of County aforesaid.  
 Herman W. Lande  
 County Clerk—Recorder.  
 By Deputy.

810532  
 PHOTOSTAT  
 DOCKET NO.

810532  
 251



29

City Hall  
270 Montgomery Street Project No. \_\_\_\_\_

EASEMENT Woodburn, Oregon 97071

KNOW ALL MEN BY THESE PRESENTS, that Edward L. Burch and Loretta F. Burch <sup>donor</sup> for the consideration of One Dollar (\$1.00) and other valuable considerations to them paid, the receipt whereof hereby is acknowledged, hereby do forever grant unto the CITY OF WOODBURN, a Municipal Corporation of Marion County, Oregon, referred to herein as the CITY, a permanent right-of-way and easement over and along the full width and length of the premises described as follows, to wit:

A strip of land 5 feet on both sides of the centerline of an existing drainage ditch crossing the following described property: Lots 12, 13, and 14, Block 2, Ben Halls, Addition, Section 7, T5S, R1W, W.M., Woodburn, Oregon.

near 560 HALL ST

with the right, privilege and authority, to said City, to construct, maintain, replace, reconstruct and remove Storm Drain facilities, with all appurtenances incident thereto or necessary therewith, in, under and across the said premises, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said facilities, or appurtenances attached or connected therewith; and the right of ingress and egress to an over said above described premises at any and all times for the purpose of doing anything necessary or useful or convenient for the enjoyment of the easement hereby granted.

THERE IS RESERVED TO THE GRANTOR, his heirs and assigns, the right and privilege to use the above-described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted. The Grantee is responsible for operating and maintaining the above described works of improvement.

THE CITY SHALL, upon each and every occasion that the Storm Drain facilities is constructed, maintained, replaced, reconstructed or removed, restore the premises of the Grantors, and any buildings or improvements disturbed by the City, to as good condition as they were in prior to any such installation or work, but if not practicable, then pay to Grantors reasonable compensation.

Edward L. Burch

Loretta F. Burch



STATE OF OREGON )  
COUNTY OF Marion ) ss

On this the 27 day of October, 19 75, before me a Notary Public in and for the County and State personally appeared Edward L. Burch and Loretta F. Burch

known to me to be the same person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (they) voluntarily executed the same for the purposes therein contained.

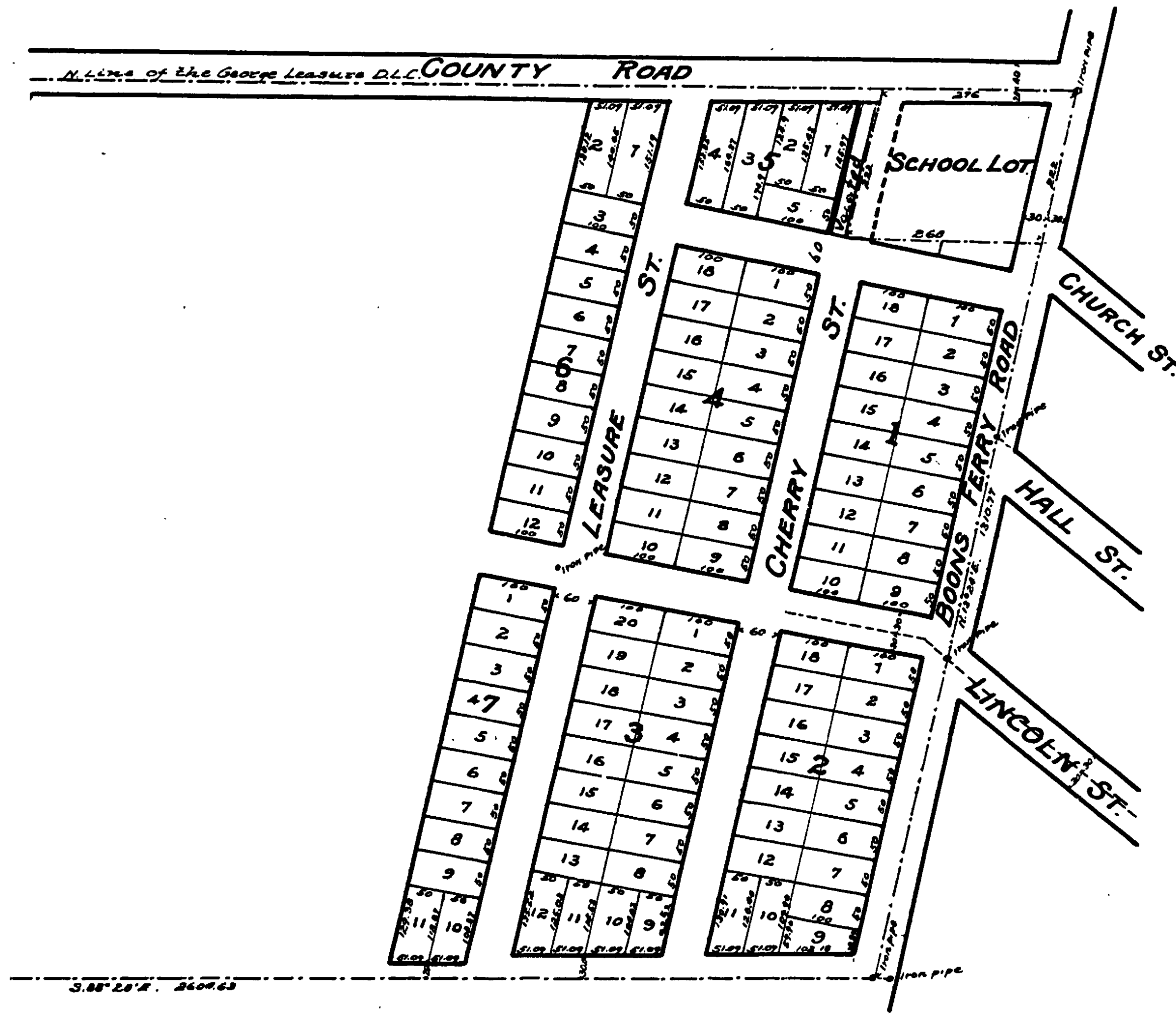
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Nala L. Neill  
Notary Public

My Commission Expires: May 13, 1977

PLAN OF  
 BEN HALL'S ADDITION  
 TO WOODBURN, MARION CO., ORE.  
 SURVEYED APR. 1909.



Scale 100 Feet to the Inch  
 (Reduced One-half)

DEED OF DEDICATION OF BEN HALL'S ADDITION TO WOODBURN, OREGON.

KNOW ALL MEN BY THESE PRESENTE: That we, W. W. Hall and Clara Hall (his wife), do hereby make, authorize and designate the annexed plat of Ben Hall's Addition to Woodburn, Oregon, the outside boundaries of which are as follows:

Beginning at a rail road rail set for a monument in the W. Line of the George Leasure D.L.C., S. 0 degrees and 45 minutes W. 428.1 feet from the N. W. corner of said D.L.C.; thence S. 88 degrees and 30 minutes E. 2891.4 feet to an iron pipe in the center of the Boons Ferry road and in the N. line of said D.L.C.; thence S. 13 degrees and 24 minutes W. along the center line of said road 1310.7 feet to an iron pipe; thence N. 88 degrees and 28 minutes W. along lands of F. W. Settlemier 2604.63 feet to an iron pipe; thence N. 0 degrees and 45 minutes E. along the W. line of said D.L.C. 1261.7 feet to the point of beginning. Containing 81.84 acres.

Excepting from the above description the school lot as shown on said plat, and that part platted as the Hall Home Tracts.

The said W. W. Hall and Clara Hall being desirous of selling and disposing of the lots herein indicated and of securing to the purchaser thereof, the permanent enjoyment of the streets as shown by said plat, have caused the land above described to be platted, and we hereby dedicate to the use of the public forever all the streets shown on said plat.

The sizes of all lots, the width and bearings of all streets can be seen on said plat.

The land so platted shall be known as "Ben Hall's Addition to Woodburn, Oregon".

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28 day of April, 1909.

WITNESSES

John A. Jeffrey

M. Dowling

W. W. Hall

Seal

Clara Hall

Seal

STATE OF OREGON,

)  
: ss.

County of Multnomah, ) On the 28th day of April, 1909, personally came before me, a Notary Public, in and for the County and State aforesaid, the within named W. W. Hall and Clara Hall, his wife, to me personally known and who each acknowledged to me that they executed the within instrument freely and voluntarily and for the uses and purposes there in names and without fear or compulsion from any one.

Witness my hand and seal this 28th day of April, 1909.

John A. Jeffrey,  
Notary Public for Oregon

Seal

Woodburn, Marion Co., Ore., May 4th, 1909.

The undersigned Mayor and Councilmen of the City of Woodburn, Marion Co., Ore., at a regular meeting after examining the plat of Ben Hall's Addition to Woodburn and duly considering the same do here by approve the said plat. Ben Hall's Addition to Woodburn, being the only addition to Woodburn by that name and the streets on said plat are laid out to conform to the other streets of said Woodburn as far as practical.

R. H. Scott,  
City Mayor

P. A. Livesley  
City Clerk.

H. J. Altnow

George A. Landon

J. M. Poorman  
Councilmen

STATE OF OREGON,

)  
: ss.

County of Marion, ) I, F. J. Rice, County Assessor for Marion County, Oregon, and W. M. Bushey, County Judge, and W. H. Goulet and J. T. Beckwith, County Commissioners for said County and State, the last three constituting the County Court of said County do hereby approve the within plat of Ben Hall's Addition to Woodburn and we hereby certify that the streets dedicated in said Addition to the public and laid out so as to conform with the adjoining plat of the said City of Woodburn and that the name Ben Hall's addition to Woodburn is the only addition by that name to said City or any other city or town within the County of Marion, State of Oregon. We further certify that all the taxes and assessments levied on said land have been paid.

F. J. Rice, Assessor

W. M. Bushey, County Judge

W. H. Goulet, Commissioner

J. T. Beckwith, Commissioner.

Attest:

R. D. Allen, County Clerk  
By M. H. Gehlhar, Deputy.

*J. S. Drayer*

Recorder

Recorded, May 5, 1909, at 2:40 o'clock P. M.



July 7, 2022

Valeriy Valihov  
548 Hall St  
Woodburn, OR 97071

RE: Status of PLA 22-05 for 548 Hall Street (Tax Lot 051W07CD05700)

Dear Mr. Valihov:

Thank you for submitting a Property Line Adjustment / Lot Consolidation (PLA) application on June 7, 2022. Staff reviewed the degree of completion of the application and determined it to be complete as of July 7, 2022. You are receiving this letter in compliance with Oregon Revised Statutes (ORS) [227.178\(2\)](#). Because it is a Type I application, staff will review and decide administratively; it will not go to a public hearing before the Planning Commission or City Council.

Please contact me at 503-980-2431 or <[dan.handel@ci.woodburn.or.us](mailto:dan.handel@ci.woodburn.or.us)> with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Handel", is written over a light blue horizontal line.

Dan Handel, AICP  
Planner

cc: Chris Kerr, Community Development Director  
Dago Garcia, City Engineer



## Final Decision Type I Staff Report

**File number:** PLA 22-05  
**Project name:** Valihov PLA  
**Date of decision:** July 29, 2022  
**Date of mailing:** July 29, 2022  
**Applicant:** Valeriyán Valihov  
**Landowner:** Valeriyán Valihov  
**Site location:** 548 Hall Street  
**Tax Lots:** 051W07CD05700

### Summary:

The applicant applied for Property Line Adjustment (PLA) 22-05 to consolidate three lots down to two lots and adjust the common lot line between the two resulting lots, with the end goal being the construction of a new single-family dwelling on the undeveloped lot. The site is within the Medium Density Residential (RM) zoning district.

The application submittal date is June 7, 2022, the completeness date is July 7, 2022, and the 120<sup>th</sup> day deadline for final action per Oregon Revised Statutes (ORS) 227.178 would have been November 4, 2022.

Section references throughout this staff report are to the [Woodburn Development Ordinance \(WDO\)](#). Staff finds that the application meets WDO provisions or can meet them with conditions and approves it with conditions. Because it is a Type I administrative approval requiring no public hearing, this staff report serves as both an approval and public notice of final decision to owners of property within 250 feet of the subject property. The applicant's next step is recordation with Marion County.





Existing Lot Configuration



Proposed Lot Configuration

## Conditions of Approval

1. Recordation: The applicant shall record the property line adjustment with Marion County in a manner acceptable to the Marion County Surveyor's Office.
2. Timing: The applicant shall complete the recordation of the property line adjustment prior to submitting a building permit application.
3. Addressing: The applicant shall submit an [Address Assignment Request Form](#), with accompanying fee payment and materials, to the Community Development Department to begin the process of getting addresses assigned for the adjusted lots.
4. Tree removal: Approval of this property line adjustment does not constitute approval to remove any significant trees. Significant trees, which are trees that have a diameter at breast height (DBH) of 24 inches or more, must obtain a Significant Tree Removal Permit to be removed per WDO 3.06.07.
5. House side setback: To meet the side setback standard in WDO Table 2.02E for the northerly adjusted lot with the existing dwelling, the property line adjustment shall be such that the dwelling maintains at least a 5-foot setback to the south side property line. Provide survey documentation illustrating this prior to recordation.
6. Accessory structure setback: Either provide survey documentation illustrating the existing accessory structure for the northerly adjusted lot meets the side and rear setback standards for accessory structures in WDO Table 2.02E, or relocate the structure to bring it into compliance and provide photographic evidence of the relocation. This is due prior to recordation.
7. Existing storm easement: Pursuant to WDO 3.02.01 and 5.01.08B2, illustrate on the PLA drawing created for recordation the existing public storm drain easement (Reel 83 Page 834; Attachment 104) crossing through the middle of the site between Hall Street and the rear property line.
8. Public utility easement: To meet WDO 3.02.01B, the applicant shall grant a 5-foot wide public utility easement along the Hall Street frontage of the site. This easement shall be illustrated on the PLA plan drawing created for recordation.

## Notes to the Applicant

The following are not conditions of approval, but are important notes for the applicant to be aware of and follow:

1. Mylar signature: The Community Development Director is the authority that signs plat Mylars and not any of the mayor, City Administrator, Public Works Director, or City Engineer. Only one City signature title block is necessary.
2. Plat Tracker: Marion County maintains a plat tracking tool at <http://apps.co.marion.or.us/plattracker/>. Use it to check on the status of a recordation request to the County. City staff does not track County plat recordation.
3. Records: Staff suggests the applicant and landowners retain a copy of this staff report / final decision.



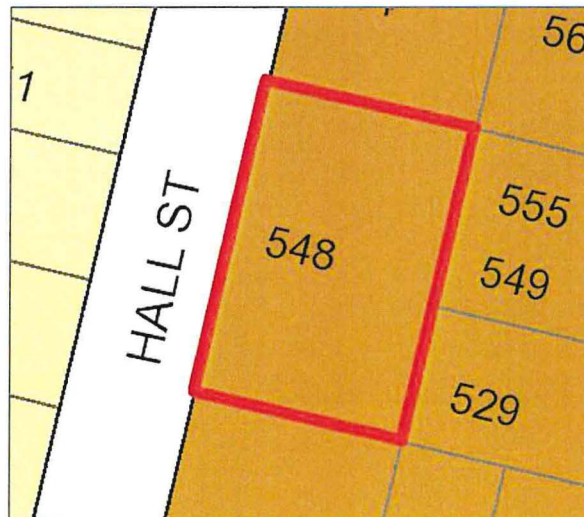
## Analyses & Findings:

This final decision analyzes the application materials and finds through statements how the application materials relate to and meet applicable provisions such as criteria, requirements, and standards. They confirm that a given standard is met or if not met, they call attention to it, suggest a remedy, and have a corresponding recommended condition of approval. Symbols aid locating and understanding categories of findings:

<i>Symbol</i>	<i>Category</i>	<i>Indication</i>
✓	Requirement (or guideline) met	No action needed
✗	Requirement (or guideline) not met	Correction needed
⊖	Requirement (or guideline) not applicable	No action needed
▲	<ul style="list-style-type: none"> <li>Requirement (or guideline) met with condition of approval</li> <li>Other special circumstance benefitting from attention</li> </ul>	Modification or condition of approval required

## Land Use & Zoning

<i>Comprehensive Plan Land Use Designation</i>	Medium Density Residential
<i>Zoning District</i>	Medium Density Residential (RM)
<i>Overlay District(s)</i>	n/a
<i>Existing Use(s)</i>	Single-family dwelling



*An excerpt from the City zoning map.*

The site includes Lots 12, 13, and 14 of Block 2 in the Ben Hall's Addition to Woodburn Subdivision Plat recorded on May 5, 1909. While the zoning and tax maps illustrate the site as a single property, the legal lot boundaries remain as per the Ben Hall's Addition to Woodburn

subdivision plat. The existing house appears to have been constructed in 1957, the City has no record of a change to the original subdivision plat, and Marion County Map Room staff confirmed that deeds for the site dating back to 1967 demonstrate that the three lots were sold together. Staff surmises that the tax lots were combined at some point for tax purposes.

The applicable provisions appear in bold below and on the following pages.

## Applicable Provisions

### 2.02 Residential Zones

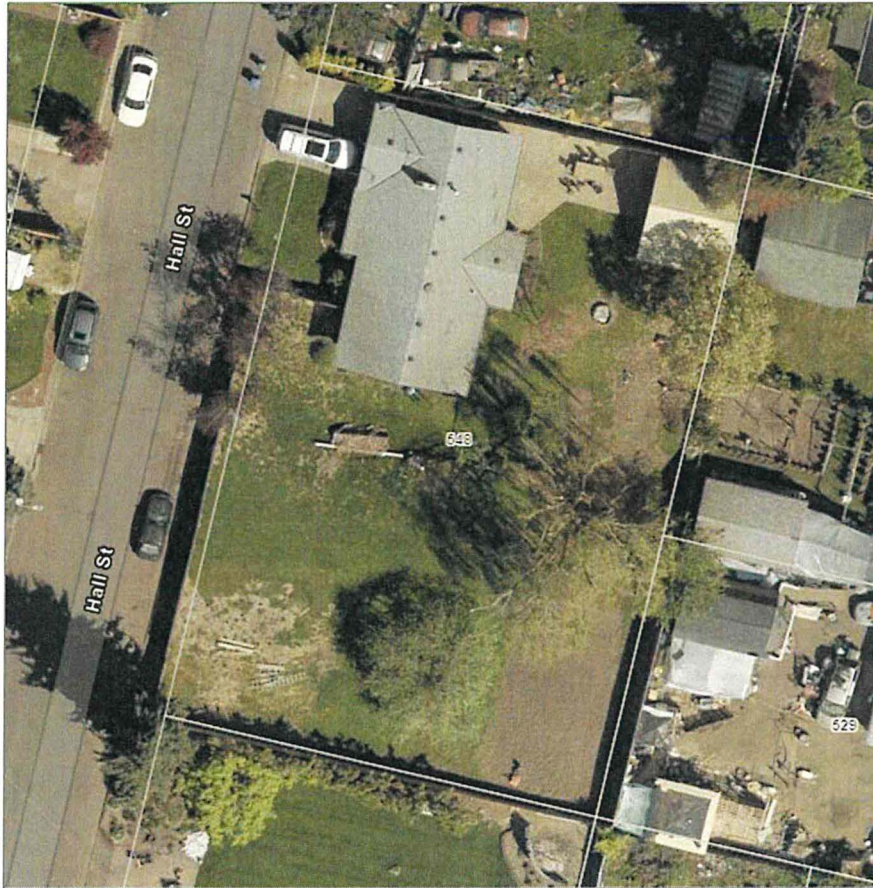
A. The City of Woodburn is divided into the following residential zones:

4. The Medium Density Residential (RM) zone provides for multi-family dwellings and care facilities at up to 16 dwelling units per net acre.

Medium Density Residential (RM) - Site Development Standards					
Table 2.02E					
Lot Area, Minimum (square feet)	Single-family dwelling, child care facility or group home	Interior, flag or cul-de-sac lot		6,000 <sup>1</sup>	
		Corner lot		8,000 <sup>2</sup>	
	Duplex		8,000		
	Any other use		Not specified <sup>8</sup>		
Lot Width, Minimum (feet)	Interior, flag or cul-de-sac lot			50	
	Corner lot			80	
Lot Depth, Average (feet)	All lots			90	
Street Frontage, Minimum (feet)	Interior, corner or cul-de-sac lot			40	
	Flag lot			24-30 <sup>4</sup>	
Residential Density (units per net acre)	Minimum	Duplex, Single-family dwelling		5.2	
		Any other use		12.8	
	Maximum	Multiple-family dwelling		16	
		Child care facility, group care facility or nursing home		32 <sup>3</sup>	
		Manufactured dwelling park		12	
Any other use		Not specified <sup>8</sup>			
Front Setback and Setback Abutting a Street, Minimum (feet)				20 <sup>5, 10</sup>	
Side Setback, Minimum (feet)	Primary structure	Single-family dwelling, duplex, child care facility or group home		5 <sup>2, 6, 7</sup>	
		Any other use		Same as rear	
	Accessory structure		Same as primary		
			16 or less	24 <sup>2, 6</sup>	

Rear Setback, Minimum (feet)	Primary structure	Single-family dwelling, duplex, child care facility or group home	Building height (feet)	more than 16 and less than 28	30 <sup>2,6</sup>	
				28 or more	36 <sup>2,6</sup>	
	Primary structure	Any other use except nonresidential use abutting DDC, NNC, CG, IP, SWIR, or IL zone	Building height (feet)	16 or less	24	
				more than 16 and less than 28	30	
				28 or more	36	
		Nonresidential use abutting DDC, NNC, or CG zone				10 <sup>9</sup>
		Nonresidential use abutting IP, SWIR, or IL zone				15 <sup>9</sup>
	Accessory structure				5	
Setback to a Private Access Easement, Minimum (feet)					5	
Lot Coverage, Maximum (percent)	Single-family dwelling, duplex, child care facility or group home <sup>2</sup>	Primary building height 16 feet or less		40		
		Primary building height more than 16 feet or less		35		
	Any other use				Not specified <sup>8</sup>	
Building Height, Maximum (feet)	Primary structure				35	
	Features not used for habitation				70	
	Accessory structure				15 <sup>11</sup>	
<ol style="list-style-type: none"> <li>1. Excluding easements for private streets or driveways (See Section 1.02, Lot area)</li> <li>2. Child care facility for 12 or fewer children, group home for five or fewer persons</li> <li>3. Child care facility for 13 or more children, group home for six or more persons</li> <li>4. See Table 3.04A, Flag Lot Access Width</li> <li>5. Measured from the Special Setback (Section 3.03.02), if any</li> <li>6. Except for flag lots under the option that all setbacks are 12 feet</li> <li>7. For row houses, there is no side setback along common lot lines. See table 2.02C for row house development standards</li> <li>8. The minimum lot dimensions, maximum density, and maximum lot coverage are determined by setbacks, off-street parking, and landscaping requirements.</li> <li>9. A house of worship shall be set back at least 20 feet from a property line abutting a residential zone or use.</li> <li>10. Infill lots between developed lots: average of abutting residential buildings, plus or minus 5 feet, but not less than 10 feet</li> <li>11. Accessory Dwelling Units are subject to specific development standards (see Section 2.07, Special Uses)</li> </ol>						

The subject lots are zoned Medium Density Residential (RM) therefore the applicable site development standards are per Table 2.02E. The existing lots are all interior lots at 50 feet wide by 100 feet deep. There is an existing single-family dwelling, which appears to have been constructed over the common lot line of the northerly two lots (Lots 13 and 14, Block 2, Ben Hall's Addition to Woodburn subdivision plat).



*Aerial image of the site*

The proposed adjustment includes a consolidation of the three lots down to two lots, as well as an adjustment of the resulting common lot line. The existing dwelling is proposed to remain on one of the lots, while a new single-family dwelling is anticipated for the other lot. The two resulting lots are 75 feet wide by 100 feet deep, with areas of 7,500 square feet each, exceeding the minimum standards for lot area, width, depth, and street frontage.

At a minimum density of 5.2 units per acre, a 15,000 square foot site would require two dwellings. This standard is met.

For the existing dwelling, the only setback that is impacted by the adjustment is the south side setback, for which staff adds *Condition of Approval 5* to be at least 5 feet. There is an existing accessory structure in the rear yard; staff adds *Condition of Approval 6* to demonstrate that it meets the 5-foot setback requirement to side and rear property lines through survey



documentation or relocation to bring it into compliance. Resulting lot coverage for the lot with the existing dwelling is 25.6 percent – 1,558 square feet for the dwelling and 360 square feet for the accessory structure, on a 7,500 square foot lot.

Setbacks, lot coverage, and building height for the undeveloped lot will be reviewed through a building permit application.

▲ The provisions are met with *Conditions 5* and *6*.

## 2.05 Overlay Districts

➔ None apply.

## 3.01 Streets

### 3.01.01 Applicability

- A. Right-of-way standards apply to all public streets.
- B. Improvement standards apply to all public and private streets, sidewalks and bikeways.
- C. Functional standards are identified in the Woodburn TSP.
- D. This applies to all development, and is not limited to partitions, subdivisions, multi-family, commercial or industrial construction, or establishment of a manufactured dwelling or recreational vehicle park. Construction of a single-family dwelling or placement of a manufactured dwelling does not, for the purposes of this Section, constitute development, however, in no case can this type of development occur without minimal access as determined by the Director.

The proposal is for a property line adjustment, which does not constitute development therefore this section does not apply.

➔ The provisions are not applicable.

## 3.02 Utilities and Easements

### 3.02.01 Public Utility Easements

- A. The Director shall require dedication of specific easements for the construction and maintenance of municipal water, sewerage and storm drainage facilities located on private property.
- B. A five-foot wide public utility easement shall be dedicated along each lot line abutting a public street.
- C. As a condition of approval for development, including property line adjustments, partitions, subdivisions, design reviews, or Planned Unit Developments (PUDs), the Director may require dedication of public utility easements.

There is an existing public storm drain easement (Reel 83 Page 834; Attachment 104) crossing through the middle of the site between Hall Street and the rear property line. Staff adds *Condition of Approval 7* to include this easement on the PLA drawing created for recordation.

There is no existing 5-foot public utility easement along the Hall Street frontage of the subject lots therefore staff adds *Condition of Approval 8* to have the applicant grant such easement as part of this Property Line Adjustment.

▲ The provisions are met with *Conditions 7 and 8*.

### **3.02.02 Creeks and Watercourse Maintenance Easements**

There are no creeks or watercourses present on the subject lots therefore this section does not apply.

⊖ The provisions are not applicable.

### **3.02.03 Street Lighting**

### **3.02.04 Underground Utilities**

The proposal is for a property line adjustment, which does not constitute development therefore these subsections do not apply.

⊖ The provisions are not applicable.

### **3.03 Setbacks and Open Space**

Setbacks were reviewed through the analysis of 2.02, and standards were noted to be met with *Conditions of Approval 5 and 6*. Vision clearance area standards for a new driveway will be reviewed through a building permit application.

▲ The provisions are met with *Conditions 5 and 6*.

### **3.04 Vehicular Access**

#### **3.04.01 Applicability and Permit**

##### **A. Street Access**

Every lot shall have:

- 1. Direct access to an abutting public street, or**
- 2. Access to a public street by means of an access easement and maintenance agreement to the satisfaction of the Director, and revocable only with the concurrence of the Director.**

All lots have direct access to Hall Street, a public street. No changes are proposed to the existing driveway serving the existing dwelling. Access for the undeveloped lot will be reviewed as part of a building permit application.

✓ The provisions are met.

#### **3.04.05 Traffic Impact Analysis**

**A. A Traffic Impact Analysis (TIA) may be required by the Director prior to the approval of a City access permit when the Director estimates a development proposal may generate either 100 or more additional, peak hour trips, or 1,000 or more additional daily trips, within ten years of a development application.**

- B. A TIA shall evaluate the traffic impacts projected of a development proposal and the estimated effectiveness of potential traffic impact mitigation measures.**
- C. The methodology for a TIA shall be consistent with City standards.**

The proposal is a property line adjustment to consolidate three lots down to two and adjust the resulting common lot line. The Director determined that a TIA is not required.

✓ The provisions are met.

### **3.05 Off-Street Parking and Loading**

### **3.06 Landscaping**

### **3.07 Architectural Design**

The proposal is a property line adjustment; parking, landscaping, and architectural standards will be reviewed separately as part of a building permit application.

⊖ The provisions are not applicable.

### **3.08 Partitions and Subdivisions**

⊖ The proposal does not include a partition or subdivision.

### **3.09 Planned Unit Developments**

⊖ The proposal does not include a planned unit development.

### **3.10 Signs**

⊖ The proposal does not include any proposed signage.

## **5.02 Type I (Administrative) Decisions**

### **5.01.08 Property Line Adjustment; Consolidation of Lots**

**A. Purpose:** The purpose of this review is to ensure that adjustments to property lines or the consolidation of existing lots and parcels, complies with the standards of this ordinance (Section 2), and State Statutes (ORS Chapters 92 and 209). Property line adjustments and consolidation of lots are allowed in all zones.

**B. Criteria:**

- 1. Lot area, depth, width, frontage, building setbacks, vehicular access and lot coverage comply with the standards of this ordinance (Sections 2 and 3);**
- 2. Existing easements are accurately reflected;**
- 3. Existing land use and development on the subject property comply with the requirements of prior land use actions; and**
- 4. Buildings and structures abutting the adjusted property lines comply with State building codes and with respect to current occupancy.**
- 5. Property line adjustments are surveyed and monumented to the requirements set forth in State statutes (ORS Chapters 92 and 209) and recorded by the County Surveyor.**



As analyzed throughout this staff report, the proposed property line adjustment conforms with Sections 2 and 3 of the WDO, or can with conditions of approval. A condition of approval has been applied to reflect an existing public storm easement. No existing buildings will abut a property line. The proposed PLA will be surveyed properly and recorded with Marion County after receiving approval from the City via this staff report.

✓ The provisions are met.

**Conclusion:**

Staff finds that the application meets WDO provisions or can meet them with conditions and approves it with conditions.

Submitted by:



Dan Handel, AICP  
Planner

Affirmed:



Chris Kerr  
Community Development Director

**Expiration:** Per WDO 4.02.04B., a final decision expires within three years of the date of the final decision unless:

1. A building permit to exercise the right granted by the decision has been issued;
2. The activity approved in the decision has commenced; or
3. A time extension, Section 4.02.05, has been approved.

**Appeals:** Per WDO 4.02.01A.1., Type I administrative decisions by the Director are not appealable to any other decision-maker within the City.

Attachments:

- 101: Tax Map marked
- 102: Property Line Adjustment plan
- 103: Ben Hall's Addition to Woodburn subdivision plat
- 104: Reel 83 Page 834 Public Storm Drainage Easement



05 1W 07CD

# 05 1W 07CD WOODBURN



MARION COUNTY, OREGON  
SE1/4 SW1/4 SEC7 T5S R1W W.M.  
SCALE 1" = 100'

### LEGEND

- LINE TYPES**
- Taxlot Boundary
  - Road Right-of-Way
  - Railroad Right-of-Way
  - Private Road ROW
  - Subdivision/Plat Bndry
  - Waterline - Taxlot Bndry
  - Historical Boundary
  - Easement
  - Railroad Centerline
  - Taxcode Line
  - Map Boundary
  - Waterline - Non Bndry

- CORNER TYPES**
- + 1/16TH Section Cor.
  - ⊙ DLC Corner
  - ⊕ 1/4 Section Cor.
  - ⊕ Section Corner
  - 16 15
  - 21 22

**NUMBERS**

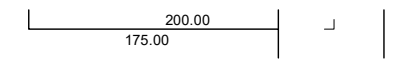
Tax Code Number  
**00 00 0**

Acreege  
**0.25 AC**

All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

**NOTES**

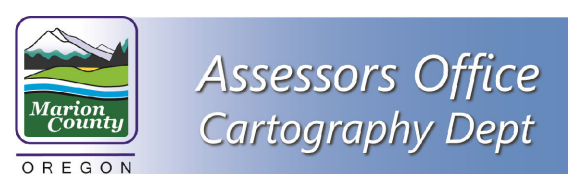
Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW



## ATTACHMENT 101

CANCELLED NUMBERS	
100	
300	
400	
4000	
4100	
4500	
4600	

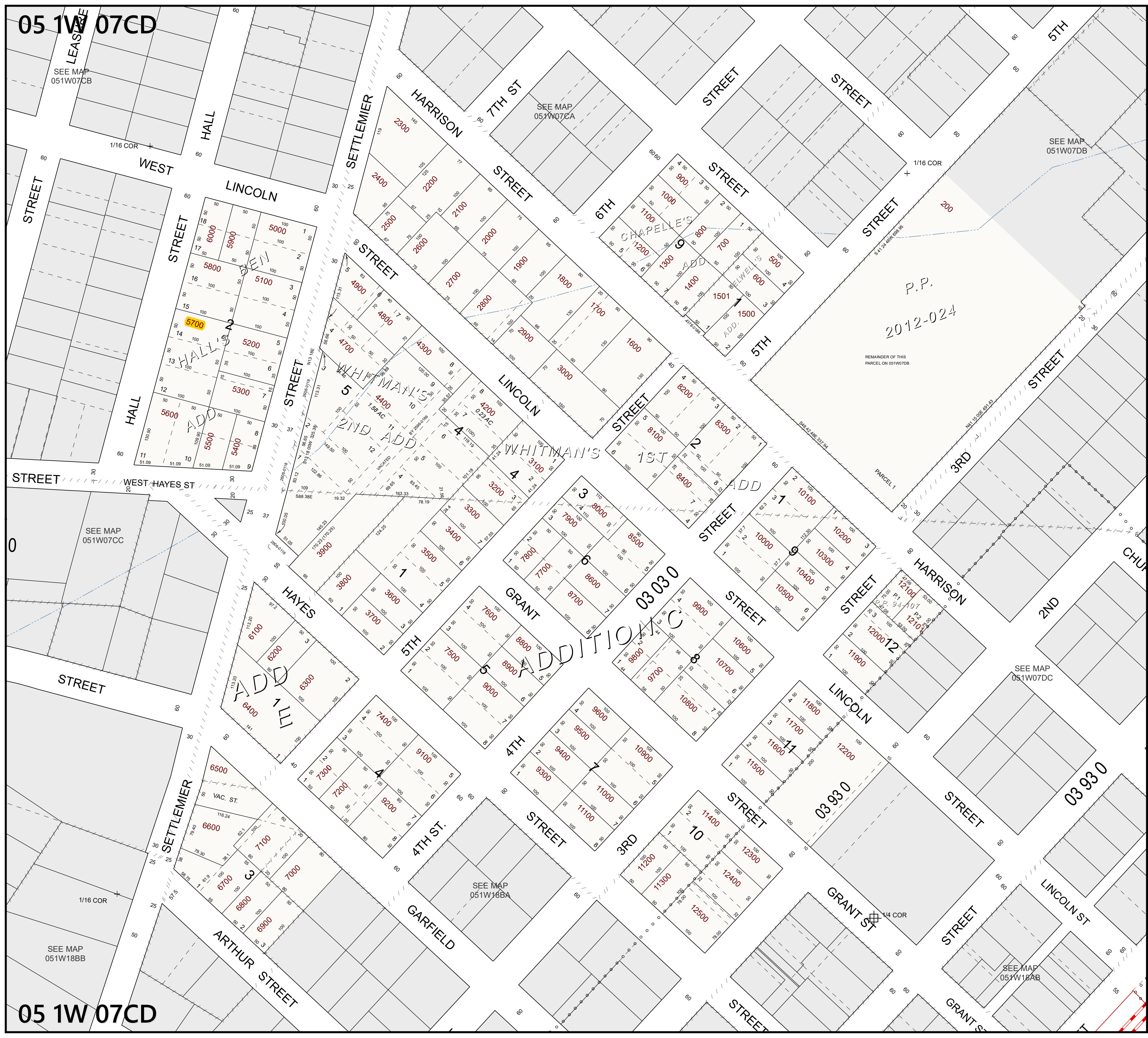
DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT [www.co.marion.or.us](http://www.co.marion.or.us)

PLOT DATE: 3/12/2021

# WOODBURN 05 1W 07CD



05 1W 07CD





548 HALL ST

Show search results for 548 HALL ST



W HAYES ST

City of Woodburn, Oreg...



ATTACHMENT 102

Tax lot 051W07CD05700  
Account number 106590

Settlemer Street

Settlemer  
645

Settlemer  
625

Settlemer  
625

515  
Settlemer

945  
Hayes

991  
Hayes

Hayes Street

564  
Hall Street

Hall Street

12x14  
Garage  
existing

Fence existing

existing 1550 Sq ft  
House  
548 Hall Street  
concrete  
Driveway

Fence existing 75'

existing  
willow  
tree

Proposed 75'x100'  
Partition  
Potential future  
Home site  
existing  
apple  
tree  
100'

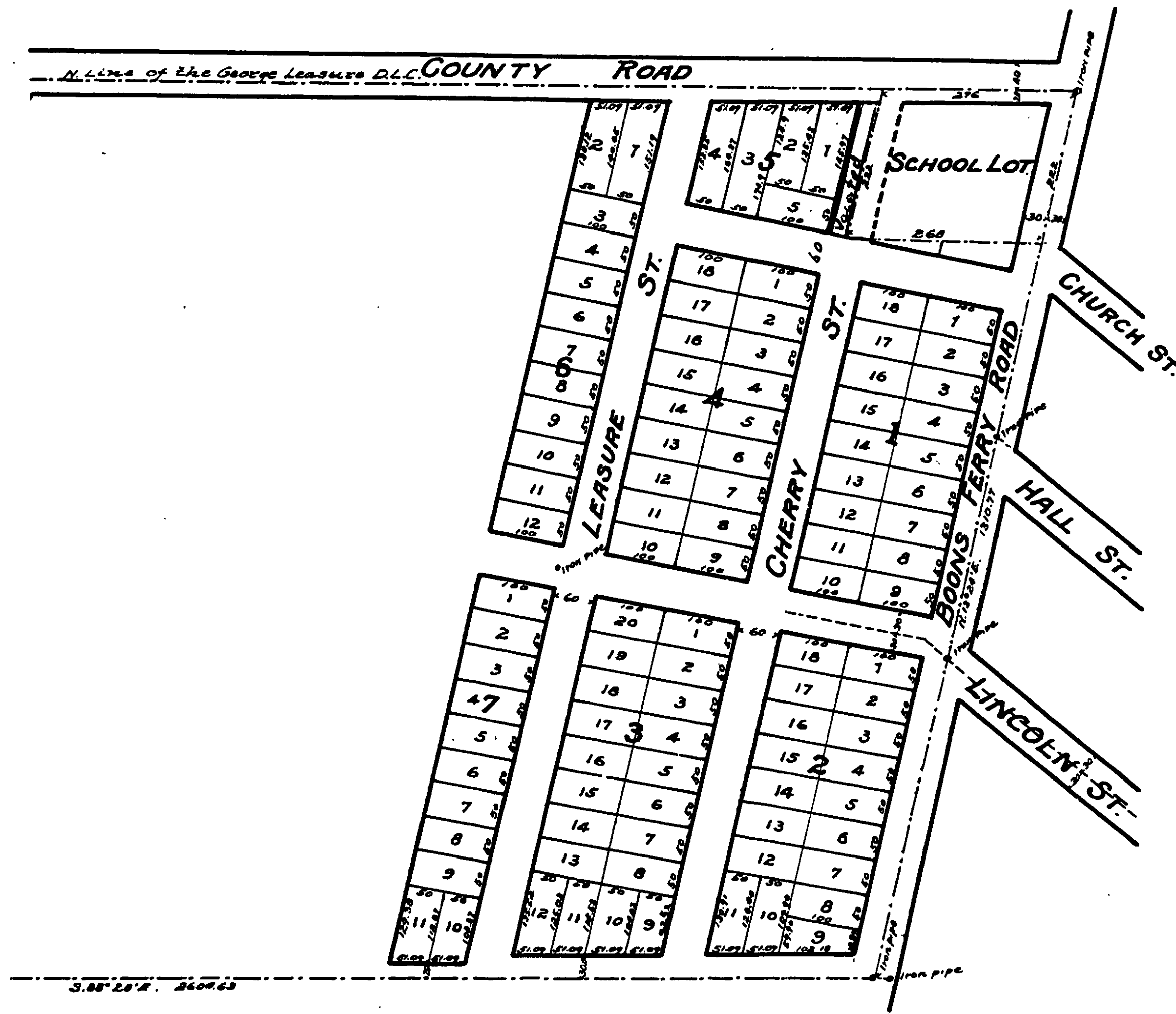
Fence existing

fence existing

Existing  
driveway



PLAN OF  
 BEN HALL'S ADDITION  
 TO WOODBURN, MARION CO., ORE.  
 SURVEYED APR. 1909.



Scale 100 Feet to the Inch  
 (Reduced One-half)

ATTACHMENT 103

W. J. KNOX, C. E. WOODBURN.

DEED OF DEDICATION OF BEN HALL'S ADDITION TO WOODBURN, OREGON.

KNOW ALL MEN BY THESE PRESENTE: That we, W. W. Hall and Clara Hall (his wife), do hereby make, authorize and designate the annexed plat of Ben Hall's Addition to Woodburn, Oregon, the outside boundaries of which are as follows:

Beginning at a rail road rail set for a monument in the W. Line of the George Leasure D.L.C., S. 0 degrees and 45 minutes W. 428.1 feet from the N. W. corner of said D.L.C.; thence S. 88 degrees and 30 minutes E. 2891.4 feet to an iron pipe in the center of the Boons Ferry road and in the N. line of said D.L.C.; thence S. 13 degrees and 24 minutes W. along the center line of said road 1310.7 feet to an iron pipe; thence N. 88 degrees and 28 minutes W. along lands of F. W. Settlemier 2604.63 feet to an iron pipe; thence N. 0 degrees and 45 minutes E. along the W. line of said D.L.C. 1261.7 feet to the point of beginning. Containing 81.84 acres.

Excepting from the above description the school lot as shown on said plat, and that part platted as the Hall Home Tracts.

The said W. W. Hall and Clara Hall being desirous of selling and disposing of the lots herein indicated and of securing to the purchaser thereof, the permanent enjoyment of the streets as shown by said plat, have caused the land above described to be platted, and we hereby dedicate to the use of the public forever all the streets shown on said plat.

The sizes of all lots, the width and bearings of all streets can be seen on said plat.

The land so platted shall be known as "Ben Hall's Addition to Woodburn, Oregon".

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28 day of April, 1909.

WITNESSES

John A. Jeffrey

M. Dowling

W. W. Hall

Seal

Clara Hall

Seal

STATE OF OREGON,

)  
: ss.

County of Multnomah, ) On the 28th day of April, 1909, personally came before me, a Notary Public, in and for the County and State aforesaid, the within named W. W. Hall and Clara Hall, his wife, to me personally known and who each acknowledged to me that they executed the within instrument freely and voluntarily and for the uses and purposes there in names and without fear or compulsion from any one.

Witness my hand and seal this 28th day of April, 1909.

John A. Jeffrey,  
Notary Public for Oregon

Seal

Woodburn, Marion Co., Ore., May 4th, 1909.

The undersigned Mayor and Councilmen of the City of Woodburn, Marion Co., Ore., at a regular meeting after examining the plat of Ben Hall's Addition to Woodburn and duly considering the same do here by approve the said plat. Ben Hall's Addition to Woodburn, being the only addition to Woodburn by that name and the streets on said plat are laid out to conform to the other streets of said Woodburn as far as practical.

R. H. Scott,  
City Mayor

P. A. Livesley  
City Clerk.

H. J. Altnow

George A. Landon

J. M. Poorman  
Councilmen

STATE OF OREGON,

)  
: ss.

County of Marion, ) I, F. J. Rice, County Assessor for Marion County, Oregon, and W. M. Bushey, County Judge, and W. H. Goulet and J. T. Beckwith, County Commissioners for said County and State, the last three constituting the County Court of said County do hereby approve the within plat of Ben Hall's Addition to Woodburn and we hereby certify that the streets dedicated in said Addition to the public and laid out so as to conform with the adjoining plat of the said City of Woodburn and that the name Ben Hall's addition to Woodburn is the only addition by that name to said City or any other city or town within the County of Marion, State of Oregon. We further certify that all the taxes and assessments levied on said land have been paid.

F. J. Rice, Assessor

Attest:

R. D. Allen, County Clerk  
By M. H. Gehlhar, Deputy.

W. M. Bushey, County Judge

W. H. Goulet, Commissioner

J. T. Beckwith, Commissioner.

*J. S. Drayer*

Recorded, May 5, 1909, at 2:40 o'clock P. M.

Recorder



29

City Hall  
270 Montgomery Street Project No. \_\_\_\_\_

EASEMENT Woodburn, Oregon 97071

KNOW ALL MEN BY THESE PRESENTS, that Edward L. Burch and Loretta F. Burch <sup>donor</sup> for the consideration of One Dollar (\$1.00) and other valuable considerations to them paid, the receipt whereof hereby is acknowledged, hereby do forever grant unto the CITY OF WOODBURN, a Municipal Corporation of Marion County, Oregon, referred to herein as the CITY, a permanent right-of-way and easement over and along the full width and length of the premises described as follows, to wit:

A strip of land 5 feet on both sides of the centerline of an existing drainage ditch crossing the following described property: Lots 12, 13, and 14, Block 2, Ben Halls, Addition, Section 7, T5S, R1W, W.M., Woodburn, Oregon.

near 560 HALL ST

with the right, privilege and authority, to said City, to construct, maintain, replace, reconstruct and remove Storm Drain facilities, with all appurtenances incident thereto or necessary therewith, in, under and across the said premises, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said facilities, or appurtenances attached or connected therewith; and the right of ingress and egress to an over said above described premises at any and all times for the purpose of doing anything necessary or useful or convenient for the enjoyment of the easement hereby granted.

THERE IS RESERVED TO THE GRANTOR, his heirs and assigns, the right and privilege to use the above-described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted. The Grantee is responsible for operating and maintaining the above described works of improvement.

THE CITY SHALL, upon each and every occasion that the Storm Drain facilities is constructed, maintained, replaced, reconstructed or removed, restore the premises of the Grantors, and any buildings or improvements disturbed by the City, to as good condition as they were in prior to any such installation or work, but if not practicable, then pay to Grantors reasonable compensation.

Edward L. Burch

Loretta F. Burch



STATE OF OREGON )  
COUNTY OF Marion ) ss

On this the 27 day of October, 19 75, before me a Notary Public in and for the County and State personally appeared Edward L. Burch and Loretta F. Burch

known to me to be the same person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (they) voluntarily executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



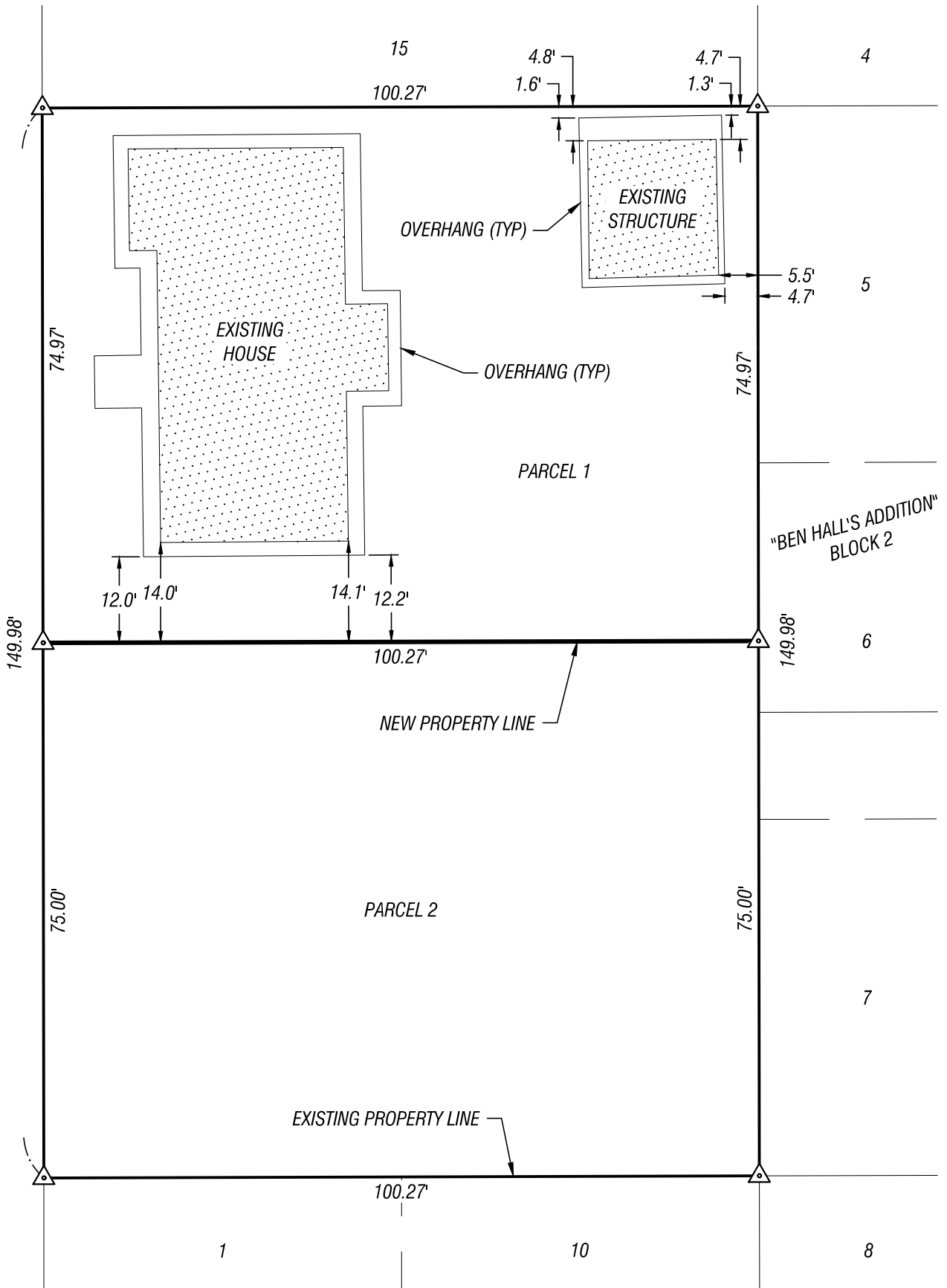
Nala L. Neill  
Notary Public

My Commission Expires: May 13, 1977

## **Post Approval**



HALL STREET



**EXHIBIT - A**

**EXISTING STRUCTURE SETBACKS**

**LEI ENGINEERING & SURVEYING**  
OF OREGON

2564 19TH St SE  
Salem, Oregon 97302  
(503) 399-3828  
www.leiengineering.com

SCALE: 1" = 20'  
PROJECT NO.: 14-92  
DATE: 11-29-2022  
PAGE: 1 OF 1



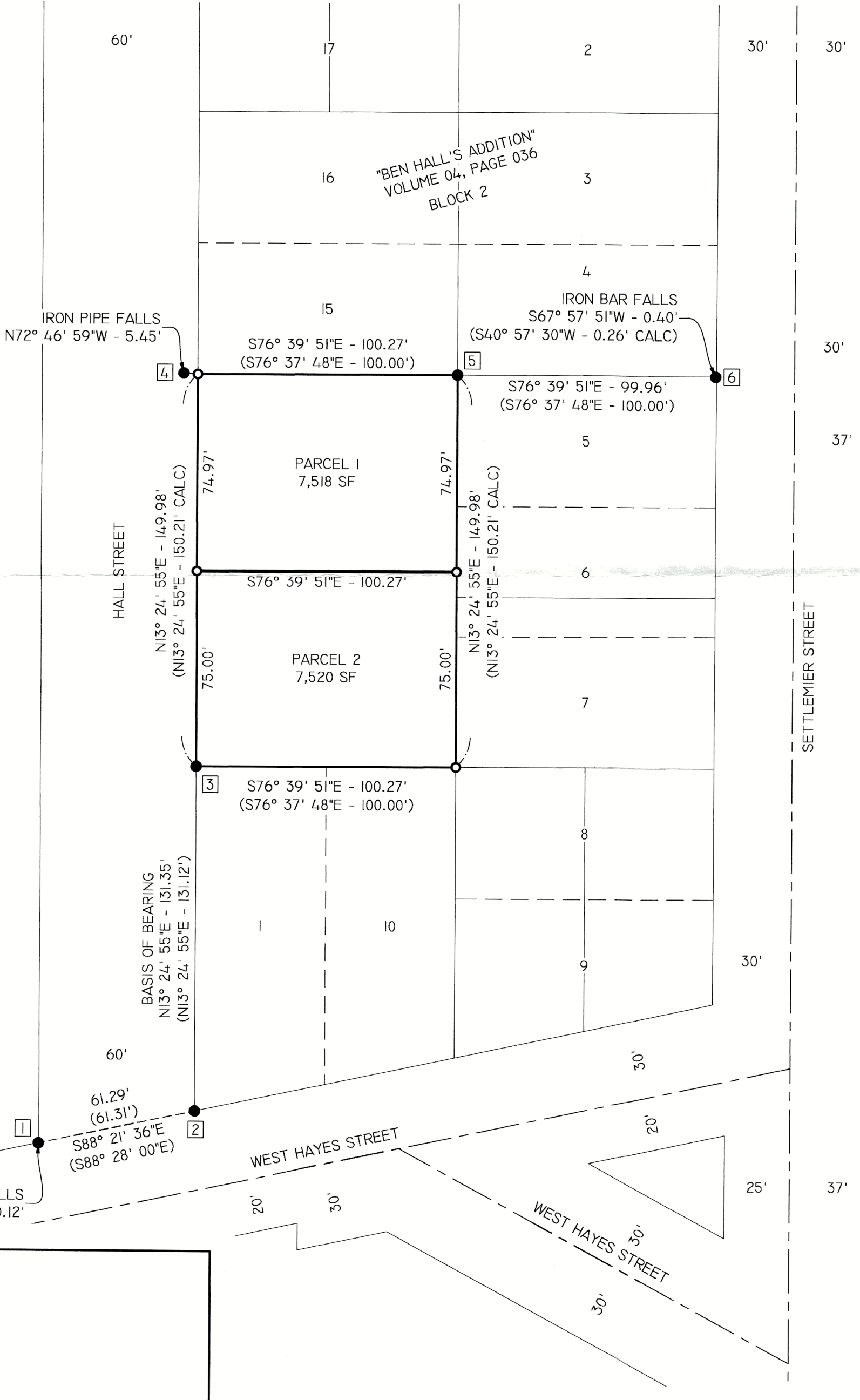
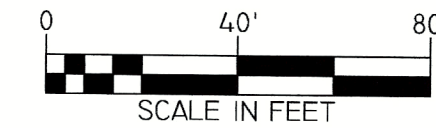
# Final Plat



PP22-064

# PARTITION PLAT NO. \_\_\_\_\_

A RE-PLAT OF LOTS 12, 13 & 14 OF BLOCK 2 OF "BEN HALL'S ADDITION"  
A SUBDIVISION PLAT RECORDED IN VOLUME 4, PAGE 36,  
REAL PROPERTY IN SE 1/4 OF SW 1/4 OF SECTION 07  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN  
CITY OF WOODBURN, MARION COUNTY, OREGON  
SURVEYED FOR: VALER VALIHOV  
OCTOBER 10, 2022



**NARRATIVE:**

THIS PLAT REPRESENTS THE RESULTS OF A LAND SURVEY CONDUCTED TO PLACE PROPER MONUMENTS AT THE CORNERS OF A REPLAT OF LOTS 12 THRU 14 OF BLOCK 2 INCLUSIVE OF THE "BEN HALL'S ADDITION TO WOODBURN, OREGON" SUBDIVISION INTO TWO LEGAL UNITS OF LAND. THE FOUND MONUMENTS SHOWN HEREON WERE ACCEPTED AS MARKING THEIR TRUE INDICATED BOUNDARY CONTROL POSITIONS WITHIN REASONABLE SURVEY MEASUREMENT TOLERANCES UNLESS NOTED OTHERWISE. FOUND MONUMENT #3 WAS ACCEPTED AS MARKING THE SOUTHWEST CORNER OF LOT 12, BLOCK 2 OF THE SUBDIVISION. FOUND MONUMENT #5 WAS ACCEPTED AS MARKING THE NORTHEAST CORNER OF LOT 14, BLOCK 2 OF THE SUBDIVISION. THE WEST LINE OF LOTS 12 THRU 14 INCLUSIVE WAS CONSIDERED TO BE THE LINE FROM FOUND MONUMENT #2, SHOWN AS SET ON MCSR 25152 FOR THE SOUTHWEST CORNER OF LOT 11, BLOCK 2 AND ITS EXTENSION NORTH THROUGH FOUND MONUMENT #3. THE NORTH LINE OF LOT 14 WAS CONSIDERED TO BE THE EXTENSION WEST OF THE LINE FROM A POSITION NORTH OF FOUND MONUMENT #6 AS INDICATED ON MCSR 25152, THROUGH FOUND MONUMENT #5. THE SOUTH LINE AND THE EAST LINES OF LOTS 12 THRU 14 INCLUSIVE WERE DETERMINED TO BE PARALLEL WITH THE HERETOFORE DETERMINED NORTH AND WEST LINES AND PLACING MONUMENTS AT THE SOUTHEAST CORNER OF LOT 12 AND NORTHWEST CORNER OF LOT 14 AT THE APPROPRIATE POINTS OF INTERSECTION AND ADDITIONAL MONUMENTS BEING PLACED ON THE WEST AND EAST LINES AT POSITIONS AS SHOWN HEREON.

**SURVEYOR'S CERTIFICATE:**

I, L. M. ALLEN, BEING REGISTERED IN THE STATE OF OREGON AS A PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS SHOWN HEREUPON AND THE EXTERIOR PERIMETER BOUNDARY BEING DESCRIBED AS FOLLOWS:  
LOT 12, LOT 13 AND LOT 14 OF BLOCK 2 IN THE "BEN HALL'S ADDITION TO WOODBURN, OREGON" SUBDIVISION LOCATED IN MARION COUNTY, OREGON.  
THE INITIAL POINT BEING A 3/4" IRON PIPE SET BY OTHERS FOR THE SOUTHWEST CORNER OF LOT 12 IN BLOCK 2 OF THE "BEN HALL'S ADDITION TO WOODBURN, OREGON" SUBDIVISION.

**BASIS OF BEARINGS:**

THE DIRECTION OF N 13°24'55" E WAS ASSIGNED TO THE LINE BETWEEN FOUND MONUMENTS #2 AND #3 THEREBY COHERING WITH MCSR 25152.

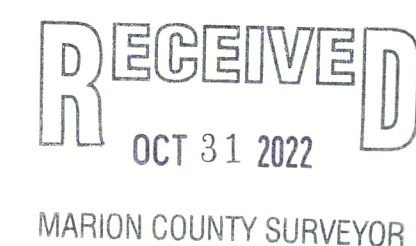
**DECLARATION:**

KNOW ALL PERSONS BY THESE PRESENTS THAT, VALERIYAN VALIHOV AND NATALIA VALIHOV ARE THE RECORDED OWNER OF THE LAND REPRESENTED ON THIS PARTITION PLAT, AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO PARCELS AS SHOWN HEREON.

IN WITNESS WHEREOF I SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

VALERIYAN VALIHOV, OWNER

NATALIA VALIHOV, OWNER



**ACKNOWLEDGMENT:**

STATE OF OREGON )  
 ) SS  
COUNTY OF MARION )

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022,  
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC FOR OREGON, VALERIYAN VALIHOV AND NATALIA VALIHOV WHO ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

NOTARY SIGNATURE \_\_\_\_\_

NOTARY PUBLIC-OREGON (PRINTED NAME) \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_ EXPIRES \_\_\_\_\_

**APPROVALS:**  
CITY OF WOODBURN

COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
PLANNING FILE CASE NO. PLA 22-05

MARION COUNTY

MARION COUNTY SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

MARION COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_  
ALL TAXES HAVE BEEN PAID TO THIS DATE \_\_\_\_\_

MONUMENT TABLE	
1	FOUND 5/8" IRON ROD, FLUSH, SET MCSR 13666
2	FOUND 3/4" IRON PIPE, FLUSH, SET MCSR 25152
3	FOUND 3/4" IRON PIPE, FLUSH, SET MCSR 25152
4	FOUND 3/4" IRON PIPE, DOWN 0.2', SET S04-036
5	FOUND 3/4" IRON PIPE IN CONCRETE, FLUSH, SET S04-036
6	FOUND 7/8" X 3/8" IRON BAR IN CONCRETE, DOWN 0.3', SET S04-036

LEGEND:	
●	FOUND MONUMENT IN GOOD CONDITION, UNLESS OTHERWISE NOTED. REFERENCE MONUMENT TABLE FOR DESCRIPTION.
○	SET 5/8" x 30" IRON ROD WITH BLUE PLASTIC CAP MARKED "LEI OREGON".
△	CALCULATED POINT
( )	RECORD DISTANCE: MCSR 25152
MCSR	MARION COUNTY SURVEY RECORD
CALC	CALCULATED
SF	SQUARE FEET

<p><b>REGISTERED PROFESSIONAL LAND SURVEYOR</b></p> <p>OREGON JANUARY 17, 1995 L. M. ALLEN 2688 EXPIRES 12/31/2023</p>	<p><b>LEI ENGINEERING &amp; SURVEYING OF OREGON</b></p> <p>2564 19TH ST, SE SALEM, OR. 97302 TEL 503-399-3828 FAX 503-365-1852</p>	PROJECT: 14-92
		DRAWING No.: 14-92_PLA.DWG
CLIENT: VALERIYAN VALIHOV 548 HALL ST WOODBURN, OR 97071	FIELD DATE: 7-27-2022	SCALE: 1" = 40'
DRAWN: G. MALDONADO	FIELD: J. VAN AGTMAEL	PAGE: 1 OF 1
CALC'D: L.M. ALLEN	CHECKED: L.M. ALLEN	