

Woodburn Design Review and PLA

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Submitted To: City of Woodburn Planning

Project Location: 1129 & 1143 Lincoln Street
Woodburn, OR

Applicant(s): Aleksanka Gabriychuk

Applicant's Land Use Representative: Lindsey King of BRAND Land Use
Lindsey@brandlanduse.com



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BRANDLANDUSE.COM

503.680.0949

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Aerial View of Subject Property and Existing Development



Section 1: Property Background and Request

The applicant, Alex Gabriychuk, is presenting a property line adjustment (PLA) with lot consolidation and design review to reduce four lots into three and develop two duplexes on the smaller two lots.

The tentative PLA and consolidation will reduce four lots into 3 lots. The parcels current consists of 0.7 acres, 0.70 acres, 0.31 acres, and 0.46 acres. The proposed configuration will result in a 1.63 acre parcel, and two 0.17 acre parcels. The applicant is proposing to develop the two smaller parcels with duplexes which will conform to the design standards as shown in the narrative below and submitted documents.

Section 2: Existing Conditions

The parcels total 2.17 acres in size and are described as Marion County Assessor Map and Tax Lots 051W08CC06200, 051W08CC06301, 051W08CC06300, and 051W08CC06400, a Marion County Tax Map is included within the exhibits list identifying the subject properties.

The site is located within the corporate City limits of the City of Woodburn. The Woodburn Comprehensive Plan map has designated the properties as “Medium Density Residential”. The properties can connect to the City’s Urban Services.

The Comprehensive Plan designations of surrounding properties include:

North: Medium Density Residential

South: Low Density Residential

East: Medium Density Residential

West: Medium Density Residential

The subject property is zoned RM (Medium Density Residential)

Surrounding properties are zoned as follows:

North: RM (Medium Density Residential)

South: RS (Single Family Residential)

East: RM (Medium Density Residential)

West: RM (Medium Density Residential)

Section 3: Applicable Zoning Codes

Volume 2 – Land Use and Specified Use Standards

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Chapter 2.02 Residential Zones

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Section 5.01.08 Property Line Adjustment; Consolidation of Lots

Section 4: Findings Applicable to Administrative Procedures

Volume 4 – Administration and Procedures

Chapter 4.01 – Decision-Making Procedures

Section 4.01.01 – Application and Appeal Fees and Refunds

- A. Fees: The City may adopt by ordinance or resolution, and revise from time to time, a schedule of fees for applications, appeals and other services provided by City departments. Fees shall be based upon the City’s actual or average cost of processing the application or conducting the appeal process, except where limited by State statute.
- B. Payment: All fees shall be due and payable at the time the application or appeal is submitted. No application or appeal shall be accepted without the proper fee being paid.
- C. Refunds: Fees will only be refunded as provided in this subsection:
 - 1. When a fee is paid for an application, which is later found by the Director to not be required, the Director shall refund the fee.
 - 2. When an error is made in calculating a fee, overpayment will be refunded.
 - 3. In the event an applicant withdraws an application, the Director shall:
 - a. Refund 100 percent of application fee prior to deeming the application complete; or
 - b. Refund 50 percent prior to making the public notice; or
 - c. Make no refund after completing the public notice.

Applicant’s Findings: *The applicant understands the above code section.*

Section 4.01.02 – Assignment of Decision-Makers

The following City entity or official shall decide the following types of decisions:

- A. Type I Decisions (Administrative): The Director shall render all Type I decisions. The Director's decision is the City's final decision on a Type I application and this decision is not appealable by any party through the City's land use process.

Applicant's Findings: *The applicant understands that in Type I applications, the director will make the decision and that it is not appealable through land use processes.*

- B. Type II Decisions (Quasi-Administrative): The Director shall render the City's decision on all Type II applications, which are appealable to the City Council. The City Council may call up a Type II decision for review on its own motion. The City Council's decision is the City's final decision and is appealable to LUBA within 21 days after it becomes final.

Applicant's Findings: *The applicant understands that a Type II application is decided by the director, but that the application can be called up to the City Council who will make the final decision.*

- C. Type III Decisions (Quasi-Judicial): The Planning Commission shall render all Type III decisions EXCEPT for Type III design review, with or without a concurrent variance, which shall be decided by the Design Review Board, if one has been created by the City Council. A Type III decision is appealable to the City Council. The City Council may call up a Type III decision for review on its own motion. The City Council's decision is the City's final decision and is appealable to LUBA within 21 days after it becomes final.

Applicant's Findings: *The applicant understands that a Type III application decision will be made by the planning commission and that the final decision can be made by city council.*

- D. Type IV Decisions (Quasi-Judicial): The Planning Commission shall hold an initial public hearing on all Type IV permit applications before making a recommendation to the City Council. The City Council shall then conduct a de novo public hearing. The City Council's decision is the City's final decision on a Type IV application and is appealable to LUBA within 21 days after it becomes final.

Applicant's Findings: *The applicant understands that in a Type IV application decision the planning commission will make a recommendation to city council for their final decision.*

- E. Type V Decisions (Legislative): Type V decisions involve legislative actions where the City Council enacts or amends the City's land use regulations, comprehensive plan, Official Zoning Map or some component of these documents. Type V decisions may only be initiated by the City Council. The Planning Commission holds an initial public hearing on the proposal before making a recommendation to the City Council. The City Council then

holds a final public hearing and renders a decision. Public notice is provided for all public hearings (Section 4.01.14). The City Council's decision is the City's final decision and is appealable to LUBA within 21 days after it becomes final.

Applicant's Findings: *The applicant understands that a Type V application must be city initiated and only by the city council.*

Section 4.01.03 – Initiation of Applications

- A. The City Council may initiate any type of land use action by motion designating the appropriate City department to complete and file the application.
- B. An application for a land use action may only be initiated by the record property owner or contract purchaser, the City Council or Planning Commission. If there is more than one record owner, then the City will not accept an application without signed authorization from all record owners.

Applicant's Findings: *The applicant understands the initiation of applications can only be made by the property owner, contract purchaser, city council or planning commission.*

Section 4.01.04 – Completeness Review

- A. It is the responsibility of the applicant to demonstrate that all applicable criteria are satisfied. Within 30 days of the date the application is first submitted, the Director may require additional information to ensure all applicable approval criteria are addressed. In any event, the applicant is responsible for the completeness and accuracy of the application and all of the supporting documentation. The City will not deem the application complete until all information required by the Director is submitted and received, or the applicant requests in writing that the application be deemed complete.

Applicant's findings: The applicant understands the provisions for a completeness review.

- B. Within thirty days of receipt of the application, the Director shall review the application and all information submitted with it and evaluate whether the application is complete. If the application is incomplete, the Director shall notify the applicant in writing what information is missing.
 - 1. Upon receipt of a letter from the Director indicating the application is incomplete, the applicant has 180 days within which to submit the missing information. If the applicant submits the requested information within the 180-day period, the Director shall again verify whether the application, as augmented, is complete. Each such review and verification shall follow the procedure prescribed in this Section.
 - 2. If an incomplete application is not made complete within 180 days from the date it was first filed it shall become void on the 181st day. If an application becomes

void under this subsection, the Director shall return all materials and refund the application fee as outlined above (Section 4.01.01) to the applicant.

- C. An application shall be deemed complete:
 - 1. When the Director, within 30 days after the filing date, determines the application is complete; or
 - 2. On the 31st day after filing if the applicant refuses in writing to submit the missing information; or
 - 3. On the date that the applicant files the missing information if a notice of incompleteness was given; or
 - 4. On the 31st day for any application not previously deemed complete if no incompleteness notice was given.
- D. The approval standards which control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.

Applicant's Findings: *The applicant understands that within 30 days of receiving the application and materials, if the director deems it incomplete, they will inform the applicant in writing.*

Section 4.01.05 – 120-Day Rule

- A. The City shall take final action on the application within 120 days of the date that the application was deemed complete, unless the applicant extends the 120 day period. Any continuance or extension of the record requested by an applicant shall result in a corresponding extension of the 120-day period.
- B. When the 120-day Rule is Not Applicable: The 120-day rule does not apply to:
 - 1. Any Type I decision;
 - 2. Any application for an amendment to the City's comprehensive plan; or
 - 3. Any application for a permit, the approval of which depends upon a Comprehensive Plan amendment;
 - 4. Any application that is not wholly within the City's authority and control;
 - 5. Any Type V decision, or
 - 6. Any annexation; or
 - 7. Needed housing applications that meet the criteria of ORS 197.311. The City shall take final action on these applications within 100 days of the date that the application was deemed complete, unless the applicant extends the 100 day period.

Applicant's Findings: *The applicant understands that the 120-day rule does not apply to any Type I decision. The applicant is requesting a Type I application and is except from the 120-day rule.*

Section 4.01.06 – Conditions of Approval

- A. All City decision-making bodies have the authority to impose conditions of approval reasonably related to impacts caused by the development or designed to ensure that all applicable approval standards are, or can be, met on Type II, III and IV decisions except annexation. All conditions of approval shall be clear and objective or if the condition requires discretion shall provide for a subsequent opportunity for a public hearing.
- B. Compliance with Conditions:
 - 1. The applicant shall agree in writing that the applicant and successors shall be bound by the conditions prescribed for approval of the development.
 - 2. Failure to comply with any condition of approval shall be the basis for revocation of the permit(s) and/or instituting code enforcement proceedings pursuant to the Section 4.02.10 and 4.02.11 and ORS 30.315.

Applicant's Findings: *The applicant is applying for a Type I application which does not fall under 4.01.06(A). This section is not applicable.*

Section 4.01.07 – Consolidated Applications

An applicant may request, in writing, to consolidate applications needed for a single development project. Under a consolidated review, all applications shall be processed following the procedures applicable for the highest type decision requested. It is the express policy of the City that development review not be segmented into discrete parts in a manner that precludes a comprehensive review of the entire development and its cumulative impacts.

Applicant's Findings: *The applicant understands that consolidated application will be processed at the higher type.*

Section 4.01.17 – Types of Decisions

- A. Type I Decisions (Administrative): Type I decisions do not require interpretation or the exercise of policy or legal judgment in evaluating approval criteria. Because no discretion is involved, Type I decisions do not qualify as a land use, or limited land use decision. The decision-making process requires no notice to any party other than the applicant. The Director's decision is final and is not appealable by any party through the City land use process.

Applicant's Findings: *The applicant is submitting a proposal for a Type I decision. They understand that this does not qualify the proposal as a land use or limited land use decision and therefore is not appealable. Section 1.01.17(A) is met.*

- B. Type II Decisions (Quasi-Administrative): Type II decisions involve the exercise of limited interpretation or exercise of policy or legislative judgment in evaluating approval criteria. The Director's decision is appealable to the City Council with notice to the Planning Commission, by any party with standing (i.e., applicant and any person who

was mailed a notice of decision). The City Council then conducts a de novo public hearing. The City Council decision is the City's final decision and is appealable to LUBA within 21 days after it becomes final.

Applicant's Findings: *This proposal is not for a Type II Decision. Section 4.17.17(B) is not applicable.*

- C. Type III Decisions (Quasi-Judicial): Type III decisions involve significant discretion and evaluation of subjective approval standards, yet are not required to be heard by the City Council, except upon appeal. The process for these land use decisions is controlled by ORS 197.763. Notice of the application and the Planning Commission or Design Review Board hearing is published and mailed to the applicant, recognized neighborhood associations and property owners within 250 feet of the subject property.

Applicant's Findings: *This proposal is not for a Type III Decision. Section 4.17.17(C) is not applicable.*

- D. Type IV Decisions (Quasi-Judicial): Type IV decisions involve the greatest amount of discretion and evaluation of subjective approval standards and are directed at a closely circumscribed factual circumstance or relatively small number of persons. Type IV decisions must be heard by the City Council before a final decision can be rendered. Included are small scale annexations, comprehensive plan map amendments, and Official Zoning Map amendments. The process for these land use decisions is controlled by ORS 197.763.

Applicant's Findings: *This proposal is not for a Type IV Decision. Section 4.17.17(D) is not applicable.*

- E. Type V Legislative Decisions (Legislative): Type V decisions involve legislative actions where the City Council enacts or amends the City's land use regulations, comprehensive plan, Official Zoning Map or some other component of any of these documents where changes are such a size, diversity of ownership or interest as to be legislative in nature under State law. Large-scale annexations are included, as well as adopting or amending the Comprehensive Plan or the Woodburn Development Ordinance. The Planning Commission holds an initial public hearing on the proposal prior to making a recommendation to the City Council. The City Council then holds a final de novo public hearing and makes the City's final decision. Public notice is provided for all public hearings. The City Council's decision is the City's final decision and is appealable to LUBA within 21 days after it becomes final.

Applicant's Findings: *This proposal is not for a Type V Decision. Section 4.17.17(E) is not applicable.*

Chapter 4.02 – Review, Interpretation, and Enforcement

Section 4.02.04 – Expiration of a Development Decision

- A. Decisions that Do Not Expire: A final decision on a change to the comprehensive plan, the Official Zoning Map, land use regulations or some component of these documents shall be permanent.
- B. Expiration Period: A final decision on any application shall expire within three years of the final decision date unless:
 - 1. The City has issued a building permit to exercise the right granted by the decision;
 - 2. The activity approved in the decision has commenced; or
 - 3. The City has approved a time extension per Section 4.02.05.

Regarding subsection B.1 above, if by 10 years past the final decision date there is no substantial construction as Section 1.02 defines following issuance of a building permit, the final decision shall expire and fail to vest.

Regarding subsection B.2 above as applies to Property Line Adjustment, Consolidation of Lots, and Partition and Subdivision Final Plat Approval application, the developer shall complete recordation no later than the land use expiration date.

The Director may apply the recordation requirement also to final decisions that pre-date June 8, 2022, which was the effective date of Ordinance No. 2602 that codified this provision, and that have uncompleted recordations.

Applicant's Findings: *The applicant understands they have a 3-year expiration date from the time of director approval. Section 4.02.04(A &B) are met.*

- C. New Application Required: Expiration of a final decision shall require a new application for any use or development on the subject property that is not otherwise allowed outright.
- D. Deferral of the Expiration Period Due to Appeals: If a final decision is appealed to a review body beyond the jurisdiction of the City, the expiration period for the decision shall not begin until review before LUBA and the appellate courts has been completed, including any remand proceedings before the City. The expiration period provided for in this Section will begin to run on the date of final disposition of the appeal.

Applicant's Findings: *The applicant understands that if the final decision expires, a new application will be required. Section 4.02.04(C) is met. The Type I decision is not an appealable decision. Therefore, Section 4.02.04(D) is not applicable.*

Section 4.02.05 – Extension of a Development Decision

The effective time period of a final decision may be extended for up to two years by the Director, subject to a Type II application. The request shall be approved unless significant changes have occurred to this ordinance or the use is no longer allowed as originally approved. In making a decision to grant the extension, the Director shall consider if there is a need to modify the decision or conditions of approval to meet standards in affect at the time of the extension request. If the Director determines that there is such need, the applicant shall apply also for Modification of Conditions per Section 4.02.07.

Applicant's Findings: *This proposal is for a Type I decision. Section 4.02.05 is not applicable.*

Section 4.02.07 – Modification of Conditions

Any request to modify a condition of approval is to be considered pursuant to the procedure and the standards and criteria applicable to a new application of the type of permit or zone change that is proposed to be amended, except that the modification of a condition limiting the use of property may only be considered as a Type IV Official Zoning Map Change application.

Applicant's Findings: *This proposal is for a Type I decision. Section 4.02.07 is not applicable.*

Section 4.02.10 – Revocation or Modification of a Previously Approved Permit

- A. Authority to Revoke or Modify: The Planning Commission may initiate a proceeding to revoke or modify a quasi-judicial permit if the Planning Commission determines there is a substantial likelihood that any of the following conditions exists:
1. An applicant, or the applicant's successor in interest, fails to fully comply with one or more conditions of permit approval, or otherwise does not comply fully with the City's approval.
 2. An applicant, or the applicant's successor in interest, failed to complete the work within the time frame or in the manner approved without obtaining an extension of time or modification of the permit from the granting authority.
 3. The activities of the use, or the use itself, are substantially different or have substantially increased in intensity from what was approved.
 4. When the use is subject to the nonconforming use regulations, the applicant has not obtained approval, or has substantially changed the use or substantially increased the intensity of the use after the use became nonconforming.
 5. The applicant or the applicant's representatives either intentionally or unintentionally committed a material misrepresentation of fact in the application or the evidence submitted in support of the application.
 6. For purposes of this Section, "material misrepresentation of fact" means a misstatement of factual information that:
 - a. Was submitted by the applicant in support of the application;

- b. Could have been corrected by the applicant at the time of application; and
 - c. Formed the sole basis for approval of the application pursuant to an applicable approval criterion.
- 7. A “material misrepresentation of fact” does not include misstatements of fact made by City staff or caused by failure of another party to appear or adequately testify.

Applicant’s Findings: *This proposal is for a Type I decision. Section 4.02.10(A) is not applicable.*

- B. Process for Revocation or Modification: Revocation or modification shall be processed as a Type IV decision. The Director shall have the burden of proving, based on substantial evidence in the whole record, that the applicant or the applicant’s successor has in some way violated the City’s approval.

Applicant’s Findings: *This proposal is for a Type I decision. Section 4.02.10(A) is not applicable.*

- C. Possible Actions at the Revocation Hearing: Depending on the situation, the City may take any of the actions described below. If the decision is to modify the permit, the City may not approve a use that is more intense than originally approved, unless the possibility of this change has been stated in the public notice. Uses or development which are alleged to have not fulfilled conditions, violate conditions or to be inconsistent with the City’s approval may be subject to the following actions:
 - 1. The City may find that the use or development is complying with the conditions of the approval. In this case, the permit shall not be altered.
 - 2. The City may modify the permit if it finds that the use or development does not fully comply with the conditions of approval or otherwise does not comply with what was approved, that the violations are not substantial enough to warrant revocation and that the use can comply with the original approval criteria if certain conditions are met. In this case, the City may modify the existing conditions, add new conditions to ensure compliance with the approval criteria, or refer the case to the code compliance officer for enforcement of the existing conditions.
 - 3. The City may revoke a permit if it finds there are substantial violations of conditions or failure to implement conditions of a permit, such that the original approval criteria for the use or development are not being met.

Applicant’s Findings: *This proposal is for a Type I decision. Section 4.02.10(A) is not applicable.*

- D. Effect of Revocation: In the event permit approval is revoked, the use or development becomes illegal. The use or development shall be terminated within thirty days of the date that all appeals periods have been exhausted, unless the decision provides

otherwise. In the event the City Council's decision on a revocation request is appealed, the revocation action shall be automatically stayed until the appeal is resolved.

Applicant's Findings: *This proposal is for a Type I decision. Section 4.02.10(A) is not applicable.*

Section 4.02.11 – Transfer of Approval Right

Any final decision granted under this ordinance shall run with the land and shall transfer with ownership of the land, unless otherwise specified in the decision. Any conditions, time limits or other restrictions imposed with a decision shall bind all subsequent owners of the subject property.

Applicant's Findings: *The applicant understands the transfer of right provision. Section 4.02.11 is met.*

Section 5: Findings Applicable to Property Line Adjustment

Volume 2 – Land Use and Specified Land Use Standards

Chapter 2.01 – General Provisions

Section 2.01.01 – Establishment of Zoning

All areas within the corporate limits of the City of Woodburn are divided into distinctive land use categories, as depicted on the Official Zoning Map. The use of the territory within a zoning district shall be limited to the uses specified in the zoning district.

Applicant's Findings: *The applicant understands this provision.*

Section 2.01.02 – Zoning Districts

The City of Woodburn shall be divided into the following zoning and overlay districts:

- A. Residential Zones:
 - 1. Residential Single Family (RS)
 - 2. Nodal Single Family Residential (RSN)
 - 3. Retirement Community Single Family Residential (R1S)
 - 4. Medium Density Residential (RM)
 - 5. Nodal Multi-Family Residential (RMN)
- B. Commercial Zones
 - 1. Downtown Development and Conservation (DDC) zone
 - 2. Commercial General (CG) zone
 - 3. Commercial Office (CO) zone
 - 4. Mixed Use Village (MUV) zone
 - 5. Neighborhood Nodal Commercial (NNC) zone
- C. Industrial and Public and Semi-Public Zones

1. Industrial Park (IP) zone
 2. Light Industrial (IL) zone
 3. Southwest Industrial Reserve (SWIR)
 4. Public and Semi-Public (P/SP) zone
- D. D. Overlay Districts
1. Gateway Commercial General Overlay District
 2. Interchange Management Area Overlay District
 3. Neighborhood Conservation Overlay District
 4. Nodal Overlay Districts
 5. Riparian Corridor and Wetlands Overlay District
 6. Southwest Industrial Reserve

Applicant’s Findings: *The applicant understands the zoning districts. The subject property is zoned Medium Density residential.*

Section 2.01.03 – Classification of Uses

- A. Within each zone, uses are classified as “permitted,” “special,” “conditional,” “specific conditional” and “accessory.” Further, uses are functionally classified by description of the particular activity (such as “site-built single-family dwelling”).

Applicant’s Findings: *The applicant understands how uses are classified within each zone.*

- B. Where a use is not defined in Section 1.02, the words of this ordinance describing such a use are to be given their ordinarily accepted meaning, except where the context in which they are used clearly indicates otherwise.

Applicant’s Findings: *The applicant understands how uses are classified if they are not defined.*

- C. In many cases, uses are listed under convenient categories. Such titles of subsections do not indicate nor shall they be construed as meaning that they themselves independently designate permitted, special, conditional or accessory uses. They are provided for ease of reference only.

Applicant’s Findings: *The applicant understands the provisions for uses listed under convenient categories.*

- D. The uses listed in each use classification refer to the “predominant use.” The term “predominant use” not only describes the principal use but also allows for “ancillary uses” and “required supporting uses.” “Predominant use” does not differentiate about the duration of a use, uses of both permanent and temporary nature are considered to be the same.

Applicant's Findings: *The applicant understands the provisions for predominant use and the allowances within the term.*

- E. An ancillary use is a use that is subsidiary to a predominant use and is either vertically integrated with, or directly linked with, the conduct of a predominant use, or is exclusively for the benefit of occupants, or employees, of a predominant use.

Applicant's Findings: *The applicant understands the purpose of ancillary uses.*

Section 2.01.04 – Other Use Provisions

The Woodburn Development Ordinance (WDO) included standards and procedure for development within the City of Woodburn. All development is subject to the standards of the WDO. The uses authorized in each zone are listed in Sections 2.02, 2.03, 2.04 and 2.06. There are additional standards, including standards for Accessory Uses (Section 2.06), Special Uses (Section 2.07), Conditional Uses (Section 2.08), Streets (Section 3.01), Utilities and Easements (Section 3.02), Setbacks (Section 3.03), Access (Section 3.04), Off-Street Parking and Loading (Section 3.05), Landscaping (Section 3.06), Architectural Design (Section 3.07), and Signs (Section 3.10).

Applicant's Findings: *The applicant understands that all development is subject to the standards in the WDO.*

Section 2.01.05 – Documents Electronic Copies

- A. Easements: Where any of extinguished, altered, or additional public easements are involved, a developer shall not apply for building permit until having completed recordations with the County and provided electronic copies of the recorded easement documents and drawings to the Director and the Public Works Director when and as any of them direct.
- B. Other document types: Including as-builts and the same as subsection A.

Applicant's Findings: *The applicant understands the provisions for electronic copies.*

Chapter 2.02 – Residential Zones

- A. The City of Woodburn is divided into the following residential zones:
 - 1. The Residential Single Family (RS) zone is intended to establish standard density single-family residential developments (typically 6,000 square foot lots).
 - 2. The Nodal Single Family Residential (RSN) zone provides for row houses (attached single-family homes) and detached single-family homes on smaller lots (typically 4,000 square foot lots).

3. The Retirement Community Single Family Residential (R1S) zone provides small lot residential development for seniors, allowing single-family homes on lots as small as 3,600 square feet.
4. The Medium Density Residential (RM) zone provides for multi-family dwellings and care facilities at up to 16 dwelling units per net acre.
5. The Nodal Multi-Family Residential (RMN) zone provides for row houses, multifamily dwellings and care facilities at higher densities than non-nodal zones.

Applicant's Findings: *The applicant understands the allowances within the residential zone. The applicant is proposing to place two duplexes on the newly adjusted lots which fall under Section 2.02(4).*

B. B. Approval Types (Table 2.02A)

1. Permitted Uses (P) are allowed outright, subject to the general development standards of this Ordinance.
2. Special Permitted Uses (S) are allowed outright, subject to the general development standards and the special development standards of Section 2.07.
3. Conditional Uses (CU) may be allowed, subject to the general development standards of this Ordinance and conditions of Conditional Use approval.
4. Specific Conditional Uses (SCU) may be allowed, subject to the general development standards of this Ordinance, the specific standards of Section 2.08, and conditions of Conditional Use approval.
5. Accessory Uses (A) are allowed outright, subject to the general standards of this Ordinance.

Applicant's Findings: *The applicant understands the approval types. Listed under Table 2.02A, the allowable uses which include duplexes that the applicant wishes to construct.*

Volume 3 – Development Guidelines and Standards

Chapter 3.02 – Utilities and Easements

Section 3.02.01 – Public Utility Easements & Public Access 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.

Applicant's Findings: *As shown on the submitted plans the applicant has dedicated a 5-foot public utility easement on the southern property line and an 11-foot right-of-way dedication along the same property line. Section 3.02.01(A) is met.*

- B. Streetside: A streetside public utility easement (PUE) shall be dedicated along each lot line abutting a public street at minimum width 5 feet. Partial exemption for townhouse

corner lot: Where such lot is 18 to less than 20 feet wide, along the longer frontage, streetside PUE minimum width shall be 3 feet; or, where the lot is narrower than 18 feet, the longer side frontage is exempt from streetside PUE.

Applicant's Findings: *As shown on the submitted plans the applicant has dedicated a 5-foot public utility easement on the southern property line. Section 3.02.01(b) is met.*

- C. Off-street: The presumptive minimum width of an off-street PUE shall be 16 feet, and the Public Works Director in writing may establish a different width as a standard.

Applicant's Findings: *The applicant understands this provision and that the director may establish a different one in writing. Section 3.02.01(C) is met.*

- D. City & public access: The minimum width of a public access easement along either a bicycle/pedestrian corridor or sidewalk overlap of property, where the easement serves instead of dedication of either land or ROW to the City, shall be per Section 3.01.07C.

Applicant's Findings: *The applicant understands that the minimum width of a public easement will be in accordance with Section 3.01.07(C). Section 3.02.01(D) is met.*

- E. As a condition of approval for development, including property line adjustments, partitions, subdivisions, design reviews, Planned Unit Developments (PUDs), Street Adjustments, Zoning Adjustments, or Variances, the Director may require dedication of additional public easements, including off-street public utility easements and other easement types such as those that grant access termed any of bicycle/pedestrian access, cross access, ingress/egress, public access, or shared access, as well as those that identify, memorialize, and reserve future street corridors in place of ROW dedication.

Applicant's Findings: *The applicant understands that, as a condition of approval, the director may require the dedication of additional public easements. Section 3.02.01(E) is met.*

- F. Streetside PUE maximum width:
 - 1. Purpose: To prevent developers and franchise utilities from proposing wider than minimum streetside PUEs along tracts or small lots after land use final decision; to prevent particularly for a tract or lot abutting both a street and an alley; to encourage developers to communicate with franchise utilities and define streetside PUE widths during land use review and how to what is defined; to avoid overly constraining yards, and to avoid such PUEs precluding front roofed patios, porches, or stoops.
 - 2. Standards: Exempting any lot or tract subject to Figure 3.01B "Major Arterial", the following standards are applicable to a lot or tract with:
 - a. No alley or shared rear lane: 8 feet streetside.

- b. Alley or shared rear lane: Either 8 feet streetside and 5 feet along alley or shared rear lane, or, 5 feet streetside and 8 feet along alley or shared rear lane. Nothing in this section precludes a streetside PUE from variable width where necessary such as to expand around public fire hydrants.

Applicant's Findings: *The proposal does not have any alleys or rear lanes. However, the applicant is aware of the provisions in this section. Section 3.02.01(F) is met.*

Chapter 3.07 – Architectural Design

Section 3.07.01 – Applicability of Architectural Design Standards and Guidelines

- A. For a Type I review, the criteria of this Section shall be read as “shall” and shall be applied as standards. For a Type II or III review, the criteria of this Section shall be read as “should” and shall be applied as guidelines.
- B. The following are exempt from the provisions of this Section:
 - 1. Any single-family, duplex, or manufactured dwelling that existed prior to October, 2005, except such dwellings located within the Neighborhood Conservation Overlay District (NCOD).
 - 2. New dwellings in Manufactured Dwelling Parks containing more than three acres.

Applicant's findings: *The applicant is proposing to place two duplexes, one is a replacement duplex, and the other is a newly established duplex, not qualifying under the above exemptions. The applicant understands the provisions in the above section. Section 3.07301(A-B) are met.*

Section 3.07.02 – Single-Family Dwellings, Manufactured Dwellings, & Dwellings Other Than Multiple-Family (“Middle Housing”) on Individual Lots

- A. Applicability This Section shall apply to all new single-family dwellings, dwellings other than multiple family, and manufactured dwellings on individual lots. It shall apply also to subdivisions and Planned Unit Developments approved on or before August 12, 2013. Manufactured dwellings have different standards for roofing; otherwise, all standards in this Section apply to manufactured dwellings.

Applicant's findings: *The applicant understands the provisions of this section and demonstrates below compliance with the applicable codes. Section 3.07.02(A) is met.*

- B. Minimum Requirements
 - 1. Design Standards. Each single-family dwelling, duplex, triplex, quadplex, townhouse project, or manufactured dwelling shall meet all the design standards

identified in Table 3.07A as required standards and a minimum number of points per subsection (2.) below.

Applicant's findings: *The applicant has submitted architectural plans showing the proposal meets the applicable criteria listed in Table 307.A. Section 3.07.02(B) is met.*

2. Design Options. Each single-family dwelling, duplex, triplex, quadplex, townhouse project, or manufactured dwelling shall meet enough of the menu options identified in Table 3.07A as providing optional points to total 16 points. Totalling 16 or more points is a requirement, and the choice of any particular menu option is optional.

Applicant's findings: *The applicant has provided building plans that meet or exceed the requirements of this section. Such items that exceed the minimum are garage size, second story utilization, and percentage of visible garage.*

C. Architectural and Design Standards (Table 3.07A)

Applicant's Findings: *As stated above and shown on the submitted drawings, the applicant has shown the architectural plans more than exceed the minimum requirements listed in Table 3.07-A. Section 307.02(c) is met.*

Volume 5 – Application Requirements

Chapter 5.01 – Type I (Administrative) Decisions

Section 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.

Applicant’s Findings: Within the Medium density Residential Zone (RM) the minimum lot size for an interior lot containing a duplex is 6,000 square feet. The applicant is proposing a duplex on each of the smaller parcels (parcels 1& 2) which are approximately 7,541 & 7,534 square feet in size. The minimum lot depth is 90 feet, and the minimum width is 50 feet. The proposed lots with the proposed development as shown on the site plans will be a minimum of 80 feet in width, and a minimum of 90 feet in depth. Proposed parcel 1 & 2 will be considered interior lots and have a street frontage minimum of 84-feet, which far exceeds the minimum 40-foot required by the code. The proposed flag lot or remainder lot will have a minimum street frontage of 30-feet, which also exceeds the minimum of 20-24 feet listed in Table 2.02B. The proposed duplexes will have the following minimum setbacks:

	Parcel 1	Parcel 2	Parcel 3
Front	25'	25'	N/A
Rear	30'	30'	N/A
Side East	22'	22'	N/A
Side West	5'	5'	N/A

The maximum lot coverage in this zone is 35 feet for a building more than 26 feet or 40 feet for a building less than 16 feet. The proposed building height is 28 feet, which falls under the 35-foot maximum. The current proposed lot coverage is approximately 30%, which is below the maximum allowable 35% in this zone. Section 5.01.08(B)(1) is met. On the submitted preliminary plans the applicant has shown all applicable and available easements accurately, this would also include any proposed easements. Section 5.01.08(B)(2) is met. There are no prior land use actions or approvals on site that the applicant is aware of. All existing dwellings and structures will be removed to comply with the applicable development standards in the WDO. Section 5.01.08(B)(3) is met. All buildings abutting the proposed development site comply with all applicable state building codes. Section 5.01.08(B)(4) is met. The property line adjustment will be surveyed, monumented and recorded according to ORS. Section 5.01.08(B)(5) is met.

- C. Procedure: The Director shall review and approve the application when it is found that it meets this Ordinance and the State Building Codes.

Applicant’s Findings: The applicant understands the director will review and approve the application when it has been found to meet all ordinance and code requirements. Section 5.01.08(C) is met.

- D. Building permit application: A developer may apply for building permit or permits for the adjusted or consolidated property upon completion of: (1) recordation with the

County of the final plat, including public easements and any separate conveyance documents, (2) submittal to both the Director and the Public Works Department no later than through building permit application of electronic copies of required documents per Section 2.01.05, unless regarding as-builts specifically the Public Works Director in writing defers to a specific set of later circumstances or date. This section does not abrogate additional requirements elsewhere in the WDO or in land use conditions of approval necessary for a developer to meet before building permit application.

Applicant’s Findings: *The applicant understands they may apply for their building permits upon the completion of the above-mentioned requirements. Section 5.01.08(D) is met.*

Section 6: Conclusion

Based on the facts and findings presented by the applicant within this detailed written narrative, the applicant believes they have satisfied the burden of proof required by the Woodburn Development Ordinance and demonstrated how the proposed tentative property line adjustment and development all applicable criteria but would also be a benefit to the community by providing diverse and needed housing types within the City of Woodburn.

Section 7: Exhibits

Exhibit A	Marion County Tax Map
Exhibit B	Deeds
Exhibit C	Site Plan
Exhibit D	Preliminary Survey
Exhibit E	Building Plans (preliminary)
Exhibit F	Existing Conditions Plan
Exhibit G	City Meeting Response Letter

Exhibit A – Marion County Tax Map

Exhibit B – Deeds

GRANTOR/TRUSTOR:

Alexander Gabriychuk and Snezhana Gabriychuk
10795 Sunnyside Rd SE
Jefferson, OR 97352

TRUSTEE:

Escrow Only

REEL 4501 PAGE 153
MARION COUNTY
BILL BURGESS, COUNTY CLERK
06-14-2021 01:56 pm.
Control Number 659236 \$ 111.00
Instrument 2021 00035330

GRANTEE/BENEFICIARY:

Leroy B. Miller Trust
Joy L. Miller Trust
PO Box 198
Woodburn, OR 97071

After recording return to:

Leroy B. Miller Trust
Joy L. Miller Trust
PO Box 198
Woodburn, OR 97071

TRUST DEED

THIS TRUST DEED ("Security Instrument") is made on this 12 day of June, 2021, between Alexander Gabriychuk and Snezhana Gabriychuk, as tenants by the entirety, as Grantor, WFG National Title Insurance Company, as Trustee, and , Leroy B. Miller as Trustee of the Leroy B. Miller Trust as to an undivided one-half interest and Joy L. Miller as Trustee of the Joy L. Miller Trust as to an undivided one-half interest as joint tenants with rights of survivorship, as Beneficiary.

WITNESSETH

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property located in Marion County, Oregon, described as:

See Attached Exhibit "A"

together with all the singular tenements, hereditaments and appurtenances and all other rights, thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

The grantor represents, warrants, and covenants that the grantor is lawfully seized in fee simple title of the within described property and that this security instrument creates a valid, unencumbered title thereto, except for covenants, conditions, restrictions, and easements currently of record.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$362,500.00 (U.S.) with interest thereon, according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable December 15, 2023

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

To protect the security of this trust deed, grantor agrees:

1. ~~XXXXXXX This paragraph purposely deleted. XXXXXXXX~~
2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written by companies acceptable to beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice hereunder or invalidate any act done pursuant to such notice.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefore to the beneficiary; should grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs 6 and 7 of this trust deed, shall be added to

NOTE: The Deed Trust Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.
13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney fees not exceeding the amounts provided by law.
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
16. Beneficiary may from time to time appoint a successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor will warranty and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

(NOTICE: LINE OUT THE WARRANTY THAT DOES NOT APPLY)

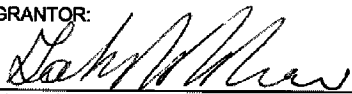
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- (a) primarily for grantor's personal, family, or household purposes. [NOTICE: Line out the warranty that does not apply]
- (b) for an organization, or (even if grantor is a natural person) are for business, or commercial purposes.

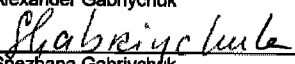
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this Trust Deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provision hereof apply equally to corporations and to individuals.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum recorded with it.

GRANTOR:



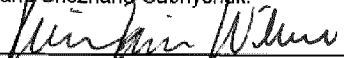
Alexander Gabriychuk



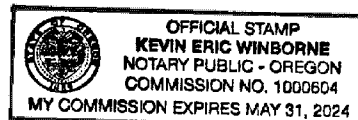
Snezhana Gabriychuk

STATE OF OREGON
COUNTY OF CLACKAMAS

This instrument was acknowledged before me this 17 day of June, 2021 by Alexander Gabriychuk and Snezhana Gabriychuk.



Notary Public for Oregon
My Commission Expires: May 31, 2024



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Trust Deed. Said note or notes, together with all other indebtedness secured by this Trust Deed, have been paid in full. You are hereby directed to cancel said note or notes and this Trust Deed, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Trust Deed to the person or persons legally entitled thereto.

BENEFICIARY:

DATE: _____

Exhibit "A"
Legal Description

Parcel II:

Beginning at a point which is 670.56 feet South 86°30' East and 361.00 feet South 0°20' West and 135.00 feet North 89°51' East from the Northwest corner of the Eli C. Cooley Donation Land Claim No. 42 in Township 5 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence North 89°51' East 65.00 feet; thence South 0°44' West 505.06 feet to the center of Lincoln Street in the City of Woodburn in the said Township and Range; thence North 78°57' West along the center of said Lincoln Street, 65.00 feet; thence North 0°36' East 492.42 feet to the place of beginning.

Parcel III:

Beginning at a point which is 670.56 feet South 86°30' East and 361.00 feet South 0°20' West and 65.00 feet North 89°51' East from the Northwest corner of the Eli C. Cooley Donation Land Claim No. 42 in Township 5 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence North 89°51' East 70.00 feet; thence South 0°36' West 492.42 feet to the center of Lincoln Street in the City of Woodburn in the said Township and Range; thence North 78°57' West along the center of said Lincoln Street, 70 feet; thence North 0°28' East 478.80 feet to the place of beginning.

REEL: 4501

PAGE: 153

June 14, 2021, 01:56 pm.

CONTROL #: 659236

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 111.00

**BILL BURGESS
COUNTY CLERK**

THIS IS NOT AN INVOICE.

GRANTOR/TRUSTOR:

Alexander Gabriychuk and Snezhana Gabriychuk
10795 Sunnyside Rd SE
Jefferson, OR 97352

TRUSTEE:

Escrow Only

GRANTEE/BENEFICIARY:

Leroy B. Miller Trust
Joy L. Miller Trust
PO Box 198
Woodburn, OR 97071

REEL 4501 PAGE 154
MARION COUNTY
BILL BURGESS, COUNTY CLERK
06-14-2021 01:56 pm.
Control Number 659236 \$ 111.00
Instrument 2021 00035331

After recording return to:

Leroy B. Miller Trust
Joy L. Miller Trust
PO Box 198
Woodburn, OR 97071

TRUST DEED

THIS TRUST DEED ("Security Instrument") is made on this 12 day of June, 2021, between Alexander Gabriychuk and Snezhana Gabriychuk, as tenants by the entirety, as Grantor, WFG National Title Insurance Company, as Trustee, and , Leroy B. Miller as Trustee of the Leroy B. Miller Trust as to an undivided one-half interest and Joy L. Miller as Trustee of the Joy L. Miller Trust as to an undivided one-half interest as joint tenants with rights of survivorship, as Beneficiary.

WITNESSETH

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property located in Marion County, Oregon, described as:

See Attached Exhibit "A"

together with all the singular tenements, hereditaments and appurtenances and all other rights, thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

The grantor represents, warrants, and covenants that the grantor is lawfully seized in fee simple title of the within described property and that this security instrument creates a valid, unencumbered title thereto, except for covenants, conditions, restrictions, and easements currently of record.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$362,500.00 (U.S.) with interest thereon, according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable December 15, 2022

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

To protect the security of this trust deed, grantor agrees:

1. XXXXXXXX This paragraph purposely deleted. XXXXXXXX
2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full insurable value, written by companies acceptable to beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice hereunder or invalidate any act done pursuant to such notice.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefore to the beneficiary; should grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs 6 and 7 of this trust deed, shall be added to

NOTE: The Deed Trust Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.
13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney fees not exceeding the amounts provided by law.
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
16. Beneficiary may from time to time appoint a successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor will warranty and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

(NOTICE: LINE OUT THE WARRANTY THAT DOES NOT APPLY)

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- (a) primarily for grantor's personal, family, or household purposes. [NOTICE: Line out the warranty that does not apply]
- (b) for an organization, or (even if grantor is a natural person) are for business, or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this Trust Deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provision hereof apply equally to corporations and to individuals.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum recorded with it.

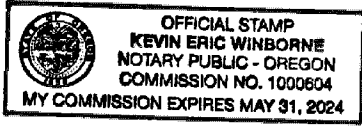
GRANTOR

Alexander Gabriychuk
Alexander Gabriychuk
Snezhana Gabriychuk
Snezhana Gabriychuk

STATE OF OREGON
COUNTY OF CLACKAMAS

This instrument was acknowledged before me this 12 day of June, 2021 by Alexander Gabriychuk and Snezhana Gabriychuk.

Kevin Eric Winborne
Notary Public for Oregon
My Commission Expires: May 31, 2024



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Trust Deed. Said note or notes, together with all other indebtedness secured by this Trust Deed, have been paid in full. You are hereby directed to cancel said note or notes and this Trust Deed, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Trust Deed to the person or persons legally entitled thereto.

BENEFICIARY:

DATE: _____

Exhibit "A"
Legal Description

Parcel I:

Beginning at a point which is 670.56 feet South 86°30' East and 361.00 feet South 00°20' West from the Northwest corner of the Eli C. Cooley Donation Land Claim No. 42 in Township 5 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; thence North 89°51' East 65.00 feet; thence South 00°28' West 478.80 feet to the center of Lincoln Street in the City of Woodburn in the said Township and Range; thence North 78°57' West along the center of said Lincoln Street, 65.00 feet; thence North 00°20' East 466.16 feet to the place of beginning.

REEL: 4501

PAGE: 154

June 14, 2021, 01:56 pm.

CONTROL #: 659236

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 111.00

**BILL BURGESS
COUNTY CLERK**

THIS IS NOT AN INVOICE.

File No.: 21-191730

Grantor
Leroy B. Miller, Trustee of the Leroy B. Miller Trust u/t/a dated August 29, 2002, as to an undivided one-half interest and Joy L. Miller, Trustee of the Joy L. Miller Trust, u/t/a dated August 29, 2002, an undivided one-half interest P.O. Box 198 Woodburn, OR 97071
Grantee
Alexander Gabriychuk and Snezhana Gabriychuk 10795 Sunnyside Rd SE Jefferson, OR 97352
After recording return to
Alexander Gabriychuk and Snezhana Gabriychuk 10795 Sunnyside Rd SE Jefferson, OR 97352
Until requested, all tax statements shall be sent to
Alexander Gabriychuk and Snezhana Gabriychuk 10795 Sunnyside Rd SE Jefferson, OR 97352 Tax Acct No(s): 513456; 513453; 347808; 513454

REEL 4501 PAGE 152
 MARION COUNTY
 BILL BURGESS, COUNTY CLERK
 06-14-2021 01:56 pm.
 Control Number 659236 \$ 96.00
 Instrument 2021 00035329

Reserved for Recorder's Use

STATUTORY WARRANTY DEED

Leroy B. Miller, Trustee of the Leroy B. Miller Trust u/t/a dated August 29, 2002, as to an undivided one-half interest and Joy L. Miller, Trustee of the Joy L. Miller Trust, u/t/a dated August 29, 2002, an undivided one-half interest, Grantor(s) convey and warrant to Alexander Gabriychuk and Snezhana Gabriychuk, as tenants by the entirety, Grantee(s), the real property described in the attached Exhibit A, free of encumbrances EXCEPT covenants, conditions, restrictions, easements, and encumbrances of record as of the date hereof.

The true consideration for this conveyance is **\$975,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Executed this 7 day of June, 2021

Leroy B. Miller Trust u/t/a dated August 29, 2002, as to an undivided one-half interest

By: Leroy B. Miller
Leroy B. Miller, Trustee

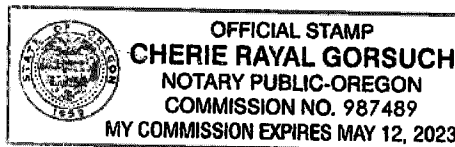
Joy L. Miller Trust, u/t/a dated August 29, 2002, an undivided one-half interest

By: Joy L. Miller
Joy L. Miller, Trustee

STATE OF OREGON
COUNTY OF CLACKAMAS

This instrument was acknowledged before me this 7 day of June, 2021 by Leroy B. Miller, Trustee of the Leroy B. Miller Trust u/t/a dated August 29, 2002, as to an undivided one-half interest, on behalf of the Trust.

[Signature]
Notary Public for Oregon
My Commission Expires: _____



STATE OF OREGON
COUNTY OF CLACKAMAS

This instrument was acknowledged before me this 7 day of June, 2021 by Joy L. Miller, Trustee of the Joy L. Miller Trust, u/t/a dated August 29, 2002, an undivided one-half interest, on behalf of the Trust.

[Signature]
Notary Public for Oregon
My Commission Expires: _____

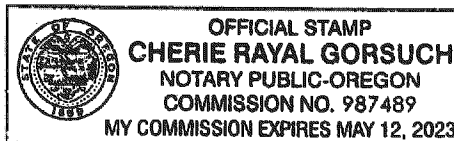


Exhibit "A"
Legal Description

Parcel I:

Beginning at a point which is 670.56 feet South 86°30' East and 361.00 feet South 00°20' West from the Northwest corner of the Eli C. Cooley Donation Land Claim No. 42 in Township 5 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; thence North 89°51' East 65.00 feet; thence South 00°28' West 478.80 feet to the center of Lincoln Street in the City of Woodburn in the said Township and Range; thence North 78°57' West along the center of said Lincoln Street, 65.00 feet; thence North 00°20' East 466.16 feet to the place of beginning.

Parcel II:

Beginning at a point which is 670.56 feet South 86°30' East and 361.00 feet South 0°20' West and 135.00 feet North 89°51' East from the Northwest corner of the Eli C. Cooley Donation Land Claim No. 42 in Township 5 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence North 89°51' East 65.00 feet; thence South 0°44' West 505.06 feet to the center of Lincoln Street in the City of Woodburn in the said Township and Range; thence North 78°57' West along the center of said Lincoln Street, 65.00 feet; thence North 0°36' East 492.42 feet to the place of beginning.

Parcel III:

Beginning at a point which is 670.56 feet South 86°30' East and 361.00 feet South 0°20' West and 65.00 feet North 89°51' East from the Northwest corner of the Eli C. Cooley Donation Land Claim No. 42 in Township 5 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence North 89°51' East 70.00 feet; thence South 0°36' West 492.42 feet to the center of Lincoln Street in the City of Woodburn in the said Township and Range; thence North 78°57' West along the center of said Lincoln Street, 70 feet; thence North 0°28' East 478.80 feet to the place of beginning.

REEL: 4501

PAGE: 152

June 14, 2021, 01:56 pm.

CONTROL #: 659236

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 96.00

**BILL BURGESS
COUNTY CLERK**

THIS IS NOT AN INVOICE.

Exhibit C – Site Plan

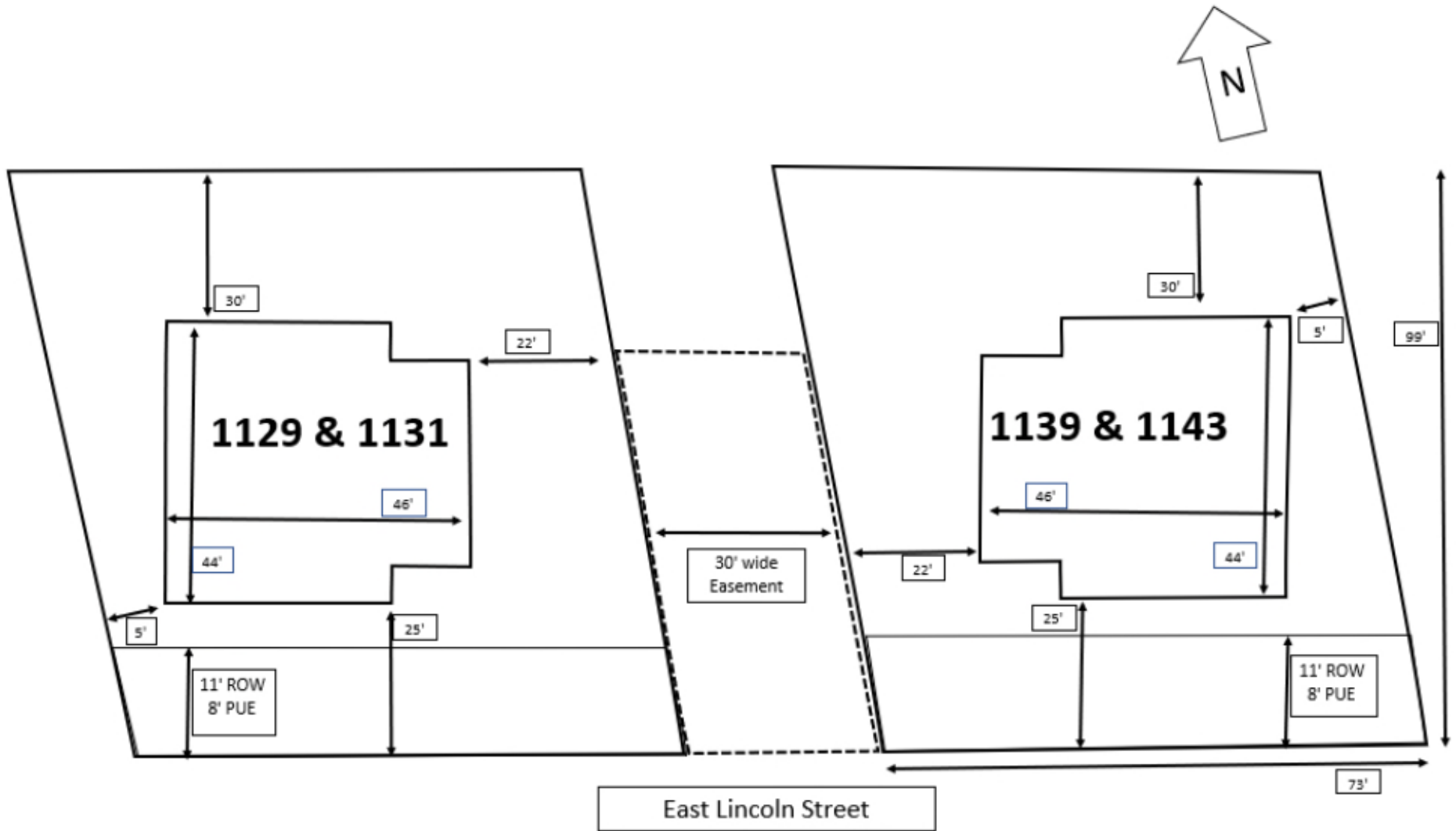


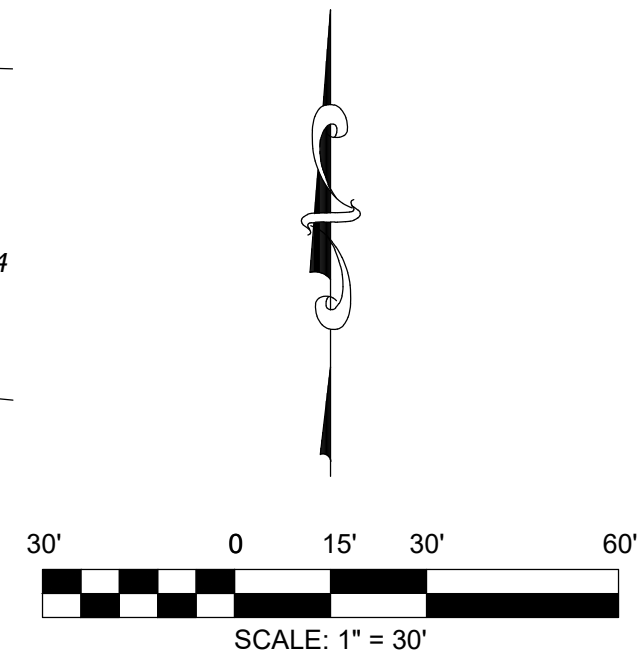
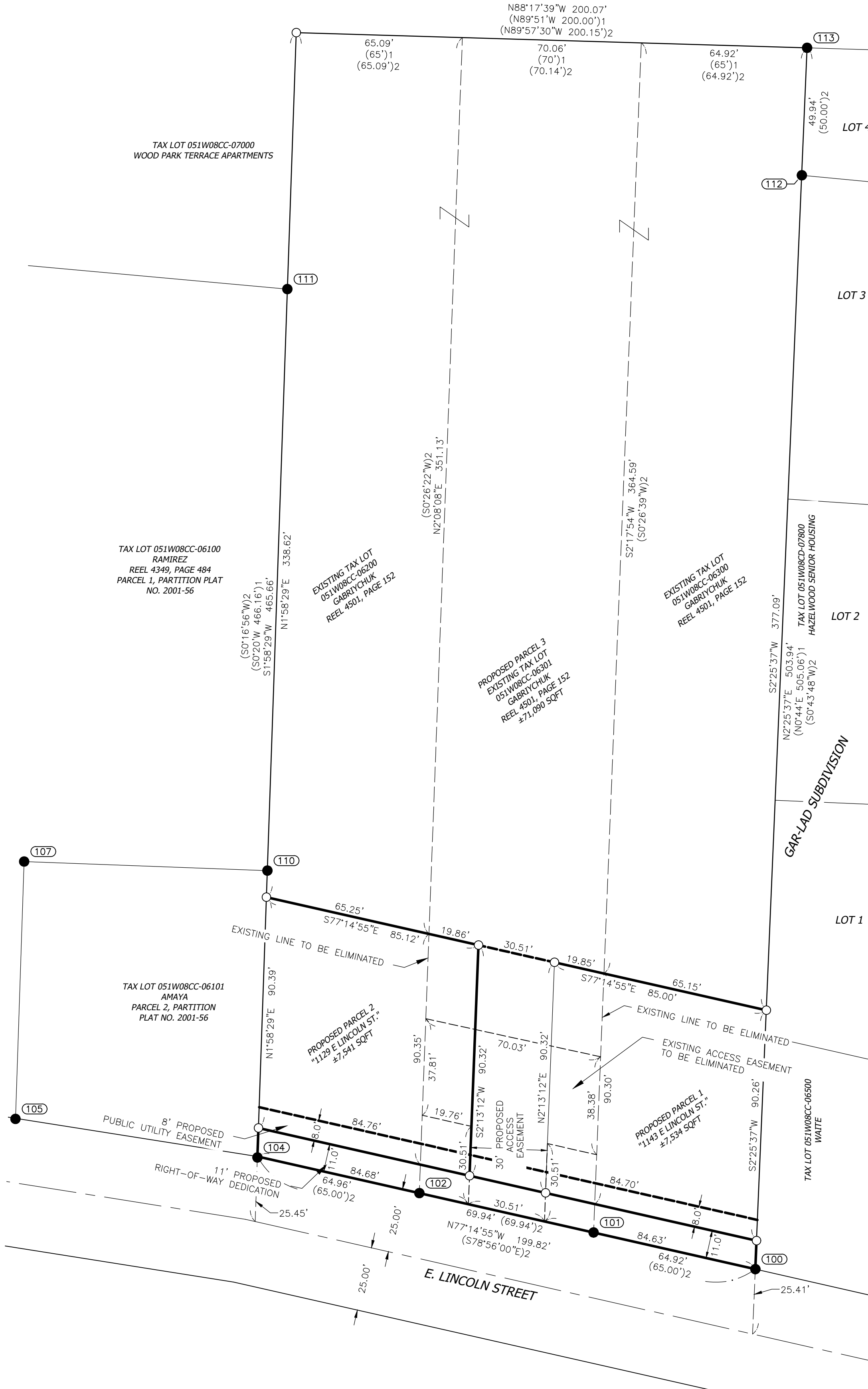
Exhibit D – Preliminary Survey

LEGEND:

- EXISTING BOUNDARY LINE
- EXISTING EASEMENT
- EXISTING LOT/PARCEL LINE
- EXISTING RIGHT OF WAY
- PROPOSED BOUNDARY LINE
- PROPOSED EASEMENT
- CENTERLINE
- FOUND MONUMENT – SEE MONUMENT NOTES
- MONUMENT TO BE SET

PROPERTY LINE ADJUSTMENT

OF TAXLOTS 051W08CC06300, 051W08CC06400,
051W08CC06200 & 051W08CC06301
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 5 SOUTH,
RANGE 1 WEST OF THE WILLAMETTE MERIDIAN,
CITY OF WOODBURN,
MARION COUNTY, OREGON



NARRATIVE

THIS MAP'S PURPOSE IS TO, DELINEATE THE EXISTING BOUNDARIES OF TAXLOTS: 051W08CC-06300; 06400; 06200 & 06301, THE PROPOSED BOUNDARIES OF PARCELS 1 - 3 AND THE PROPOSED 11' RIGHT-OF-WAY DEDICATION TO EAST LINCOLN STREET.

REFERENCES:

- () 1 CS# 10743, DAVID BATES, SURVEY FOR W. EARL DUNN
- () 2 CS# 27788A, DAVID L. TRAPP & ASSOCIATES, SURVEY FOR LEROY MILLER

MONUMENT NOTES

100. FOUND 5/8" IRON ROD, ±FLUSH WITH GROUND. SET ON CS# 27788A.
101. FOUND 1/2" IRON PIPE, ±FLUSH WITH GROUND, SET ON CS# 10743.
102. FOUND 1/2" IRON PIPE, LEANING SOUTHEAST, ±0.6 ABOVE GROUND. SET ON CS# 10743.
104. FOUND 1/2" IRON PIPE, LEANING SOUTHEAST, ±FLUSH WITH GROUND. SET ON CS# 10743.
105. FOUND BRASS SCREW WITH WASHER MARKED "CENTERLINE CONCEPTS" IN TOP OF 2.5' CONCRETE WALL. SET ON PARTITION PLAT# 2001-056.
107. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP, ILLEGIBLE, ±FLUSH WITH GROUND. SET ON PARTITION PLAT# 2001-056.
110. FOUND 5/8" IRON ROD WITH RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS INC", ±FLUSH WITH GROUND AT BASE OF ARBORVITAE ROOTS. SET ON PARTITION PLAT# 2001-056.
111. FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "ANDREWS RLS 1626" ±FLUSH WITH GROUND, ±0.3' SOUTHEASTERLY OF FENCE CORNER. SET ON CS# 35005
112. FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "LS815" ±FLUSH WITH GROUND.
113. FOUND 3/4" IRON PIPE, LEANING SOUTHEASTERLY, ±FLUSH WITH GROUND, ±0.2' SOUTHWESTERLY OF FENCE CORNER.

NOTES

1. THE SUBJECT PROPOSED PARCELS HAVE BEEN ADJUSTED TO MEET MINIMUM REQUIRED LOT AREA, WIDTH, DEPTH AND FRONTAGE FOR A SINGLE-FAMILY DWELLING WITHIN MEDIUM DENSITY RESIDENTIAL ZONING IN CONFORMANCE WITH WDO 5.01.08B CRITERIA FOUND WITHIN TABLE 2.02E.
2. IN CONFORMANCE WITH WDO 3.02.01B, C & F A NEW PUBLIC UTILITY EASEMENT WILL BE DEDICATED ALONG THE SOUTHERNMOST 8 FEET OF PROPOSED PARCELS 1, 2 & 3.
3. WITHIN PROPOSED PARCEL 2, A 30 FEET WIDE SHARED ACCESS EASEMENT WILL BE DEDICATED AS THE SOUTHERNMOST 90.32 FEET OF SAID PARCEL.

S&F Land Services

Land Surveying & Remote Sensing

4905 SW SCHOLLS FERRY RD.
PORTLAND, OR 97225
(503) 345-0328

WWW.SFLANDS.COM

EMAIL: INFO@SFLANDS.COM

DATE	JOB NO.	FIELD	DRAWN	CHECKED
JUNE 27, 2023	2023-430-02	DW	JET	AJP

SURVEY FOR:

ALEX GABRIYCHUK

SW 1/4 SECTION 8
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
OF THE W.M.

CITY OF WOODBURN
MARION COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew John Plett

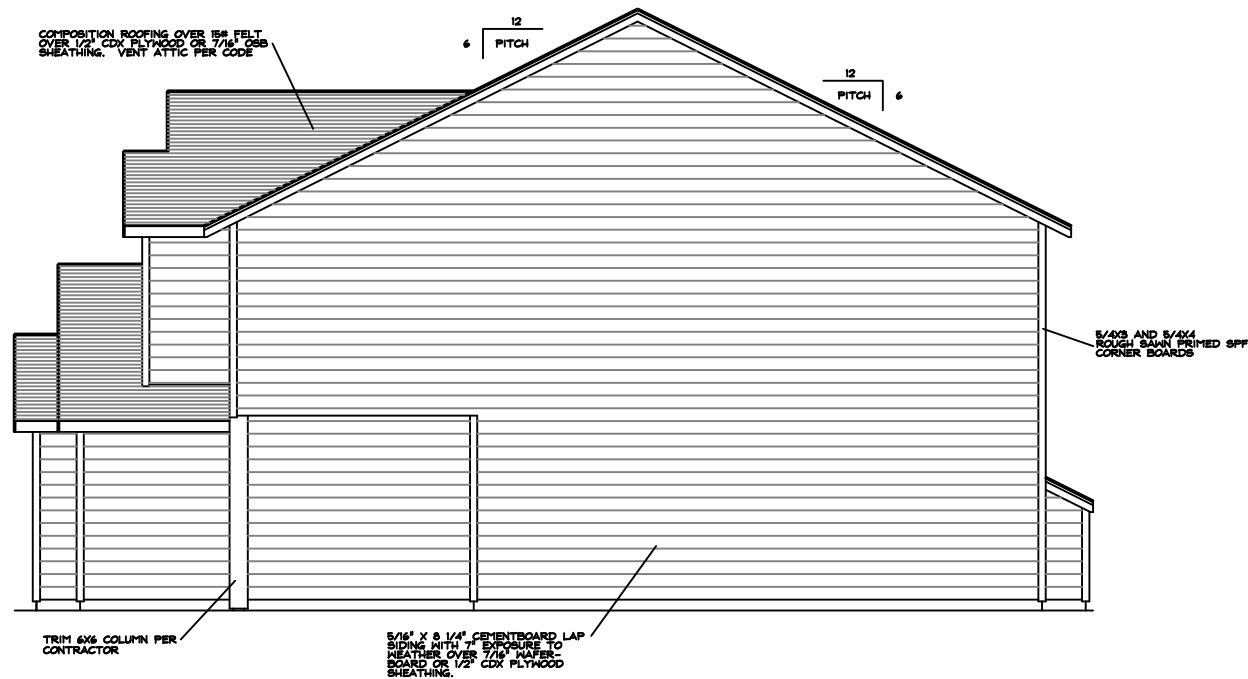
OREGON
DECEMBER 30, 2010
ANDREW JOHN PLETT
78538PLS

RENEWS 12/31/24

Exhibit E – Building Plans



FRONT ELEVATION
1/4" = 1'-0"



RIGHT ELEVATION
1/4" = 1'-0"

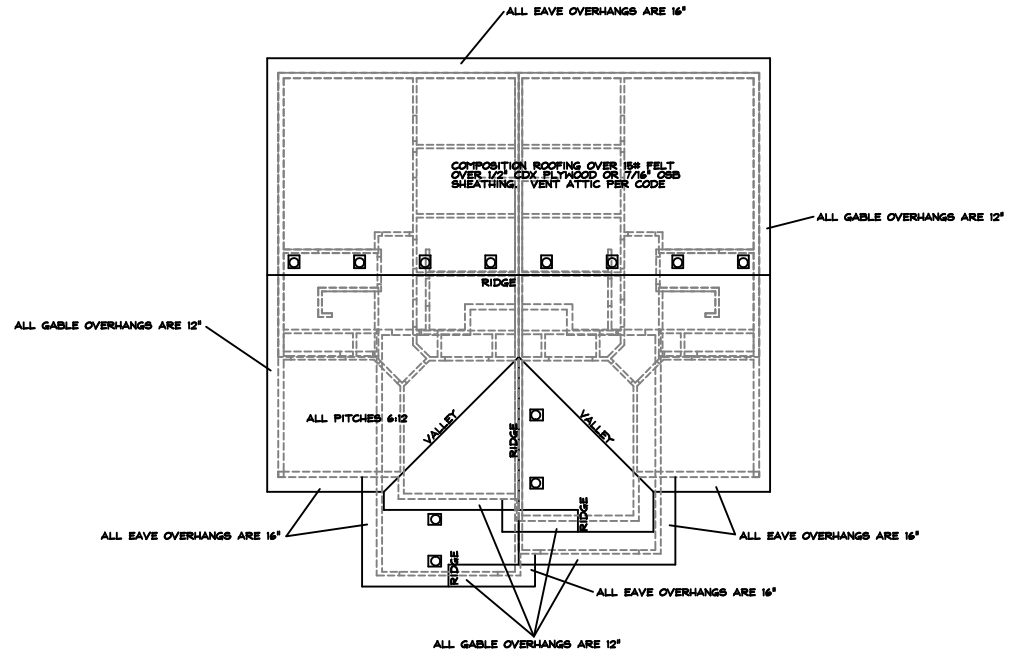
MEASURE A

BUILDING COMPONENTS	PRESCRIPTIVE MEASURE A
MAXIMUM ALLOWABLE WINDOW AREA	NO LIMIT
WINDOW CLASS	U-0.35
EXTERIOR DOORS	U-0.30
EXTERIOR DOORS W/ 22.5 S.F.T. GLAZING	U-0.40
HALL INSULATION	R-21
HALL INSULATION BELOW GRADE	R-15
UNDERFLOOR INSULATION	R-30
FLAT CEILINGS	R-38
VAULTED CEILINGS	R-38
SKYLIGHT CLASS	U-0.60
SKYLIGHT AREA	0%
BASEMENT HALLS	R-21
SLAB EDGE PERIMETER	R-15
HEATED SLAB INTERIOR	R-10
FORCED AIR DUCT INSULATION	R-5

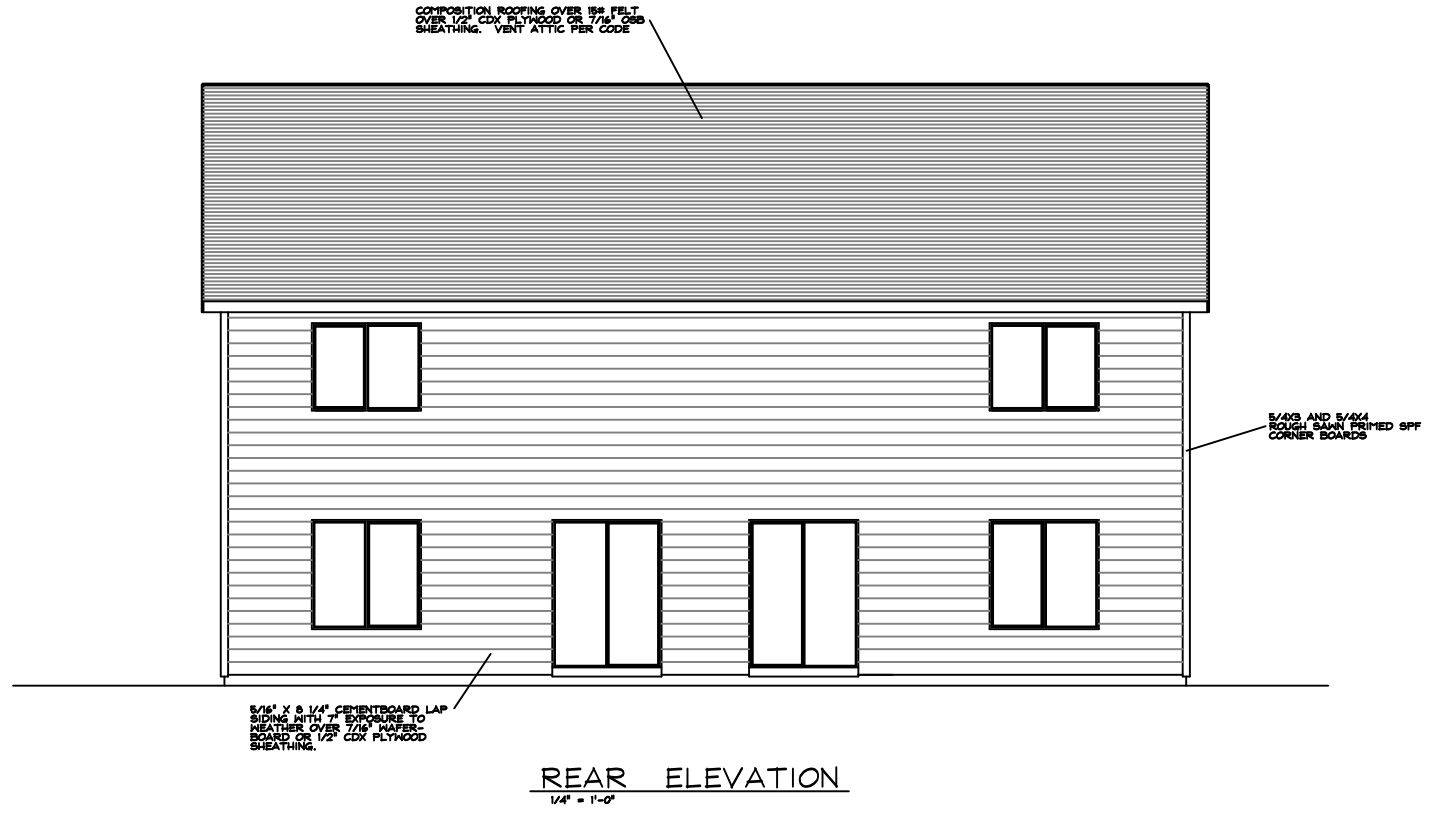
1. OWNER AND ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION OF THE 2011 OREGON RESIDENTIAL SPECIFICALLY.
 2. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN THE CORRECT LOCAL PERMITS AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN THE CORRECT LOCAL PERMITS AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 4. MATERIALS SUBSTITUTIONS SHALL BE PERMITTED ONLY IF THEY MEET OR EXCEED THE ORIGINAL SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION OF THE 2011 OREGON RESIDENTIAL SPECIFICALLY.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION OF THE 2011 OREGON RESIDENTIAL SPECIFICALLY.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION OF THE 2011 OREGON RESIDENTIAL SPECIFICALLY.

F.W. STOVIN DESIGNER
 503-393-2077 OREGON 97302
 1610 WINTER ST. S.E. SALEM, OR
 EMAIL: fwsstovindesigner@gmail.com

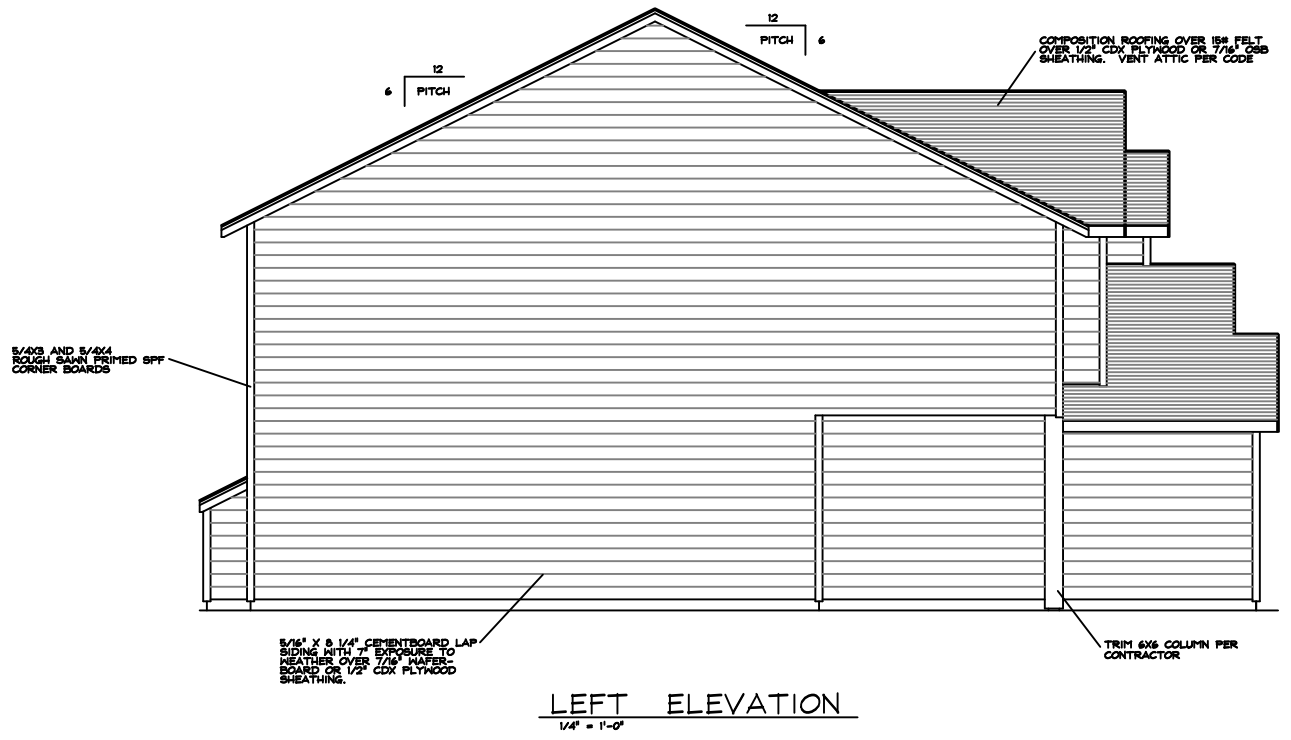
DATE: 11/02/11
 PLAN NO: 11-2768
 DRAWN BY: F.W.S.



ROOF PLAN
1/8" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"

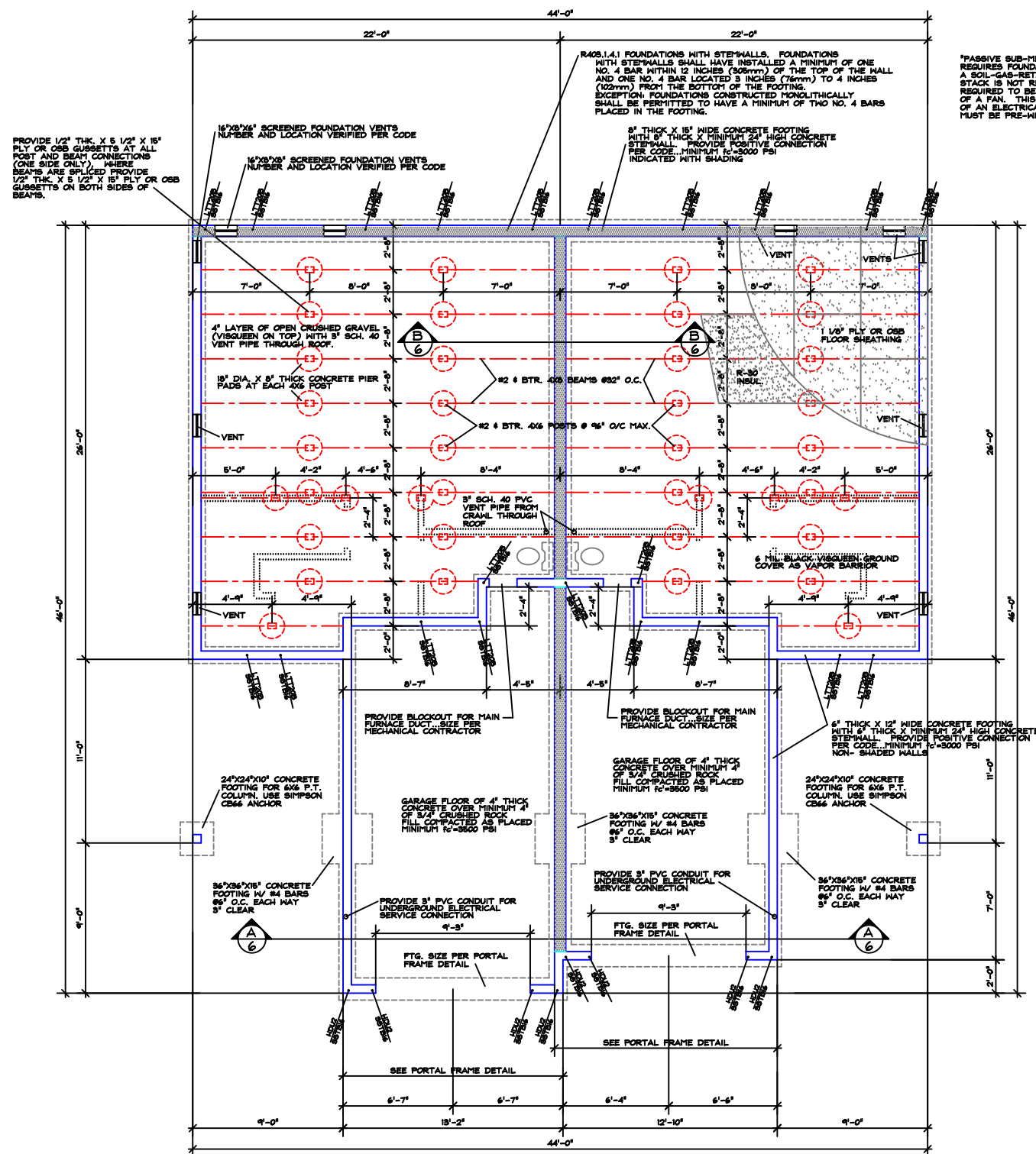


LEFT ELEVATION
1/4" = 1'-0"

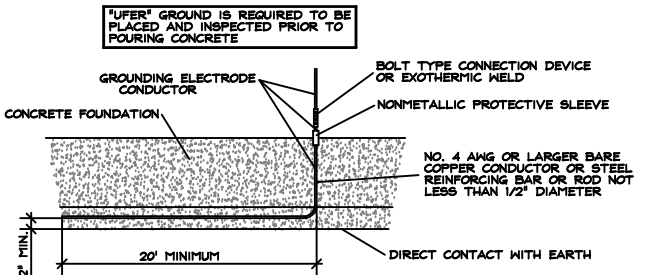
1. THIS PLAN IS TO BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE EXISTING CONDITIONS OF THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 2. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 3. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 4. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
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 6. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 7. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 8. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 9. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.
 10. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ENGINEER OF ANY ERRORS.

F.W. STOVIN DESIGNER
503-393-2077
1610 WATER ST. S.E. SALEM, OREGON 97302
EMAIL: fwsstovindesigner@gmail.com

DATE: 11/02/11
PLAN NO: 11-2768
DRAWN BY: F.W.S.



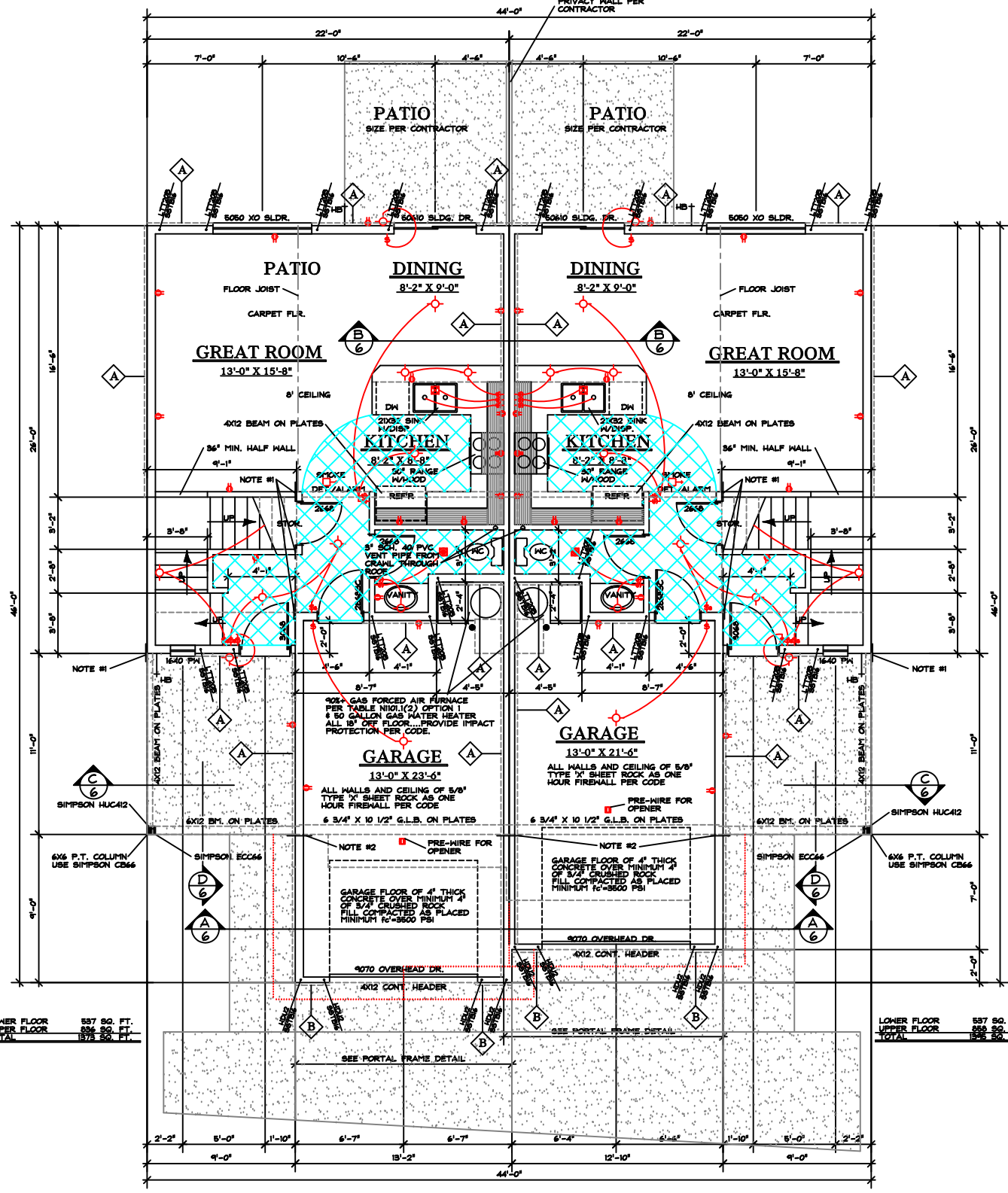
FOUNDATION PLAN
1/4" = 1'-0"



"UFER" GROUND DETAIL
N.T.S. REQUIRED IF STEEL IS IN FOOTING

RA208.1.4.1 FOUNDATIONS WITH STEPSHALLS. FOUNDATIONS WITH STEPSHALLS SHALL HAVE INSTALLED A MINIMUM OF ONE NO. 4 BAR WITHIN 12 INCHES (305mm) OF THE TOP OF THE WALL AND ONE NO. 4 BAR LOCATED 3 INCHES (76mm) TO 4 INCHES (102mm) FROM THE BOTTOM OF THE FOOTING. EXCEPTION: FOUNDATIONS CONSTRUCTED MONOLITHICALLY SHALL BE PERMITTED TO HAVE A MINIMUM OF TWO NO. 4 BARS PLACED IN THE FOOTING.

"PASSIVE SUB-MEMBRANE DEPRESSURIZATION SYSTEM" REQUIRES FOUNDATION VENTILATION. INSTALLATION OF A SOIL-GAS-RETARDER AND A VENT STACK. THE VENT STACK IS NOT REQUIRED TO BE FAN ASSISTED, BUT IS REQUIRED TO BE ACCESSIBLE FOR LATER INSTALLATION OF A FAN. THIS METHOD ALSO REQUIRES THE INSTALLATION OF AN ELECTRICAL SUPPLY FOR THAT FUTURE FAN, AND MUST BE PRE-WIRED FOR A "SYSTEM FAILURE" ALARM.



LOWER FLOOR PLAN
1/4" = 1'-0"

LOWER FLOOR 557 SQ. FT.
UPPER FLOOR 886 SQ. FT.
TOTAL 1443 SQ. FT.

LOWER FLOOR 557 SQ. FT.
UPPER FLOOR 886 SQ. FT.
TOTAL 1443 SQ. FT.

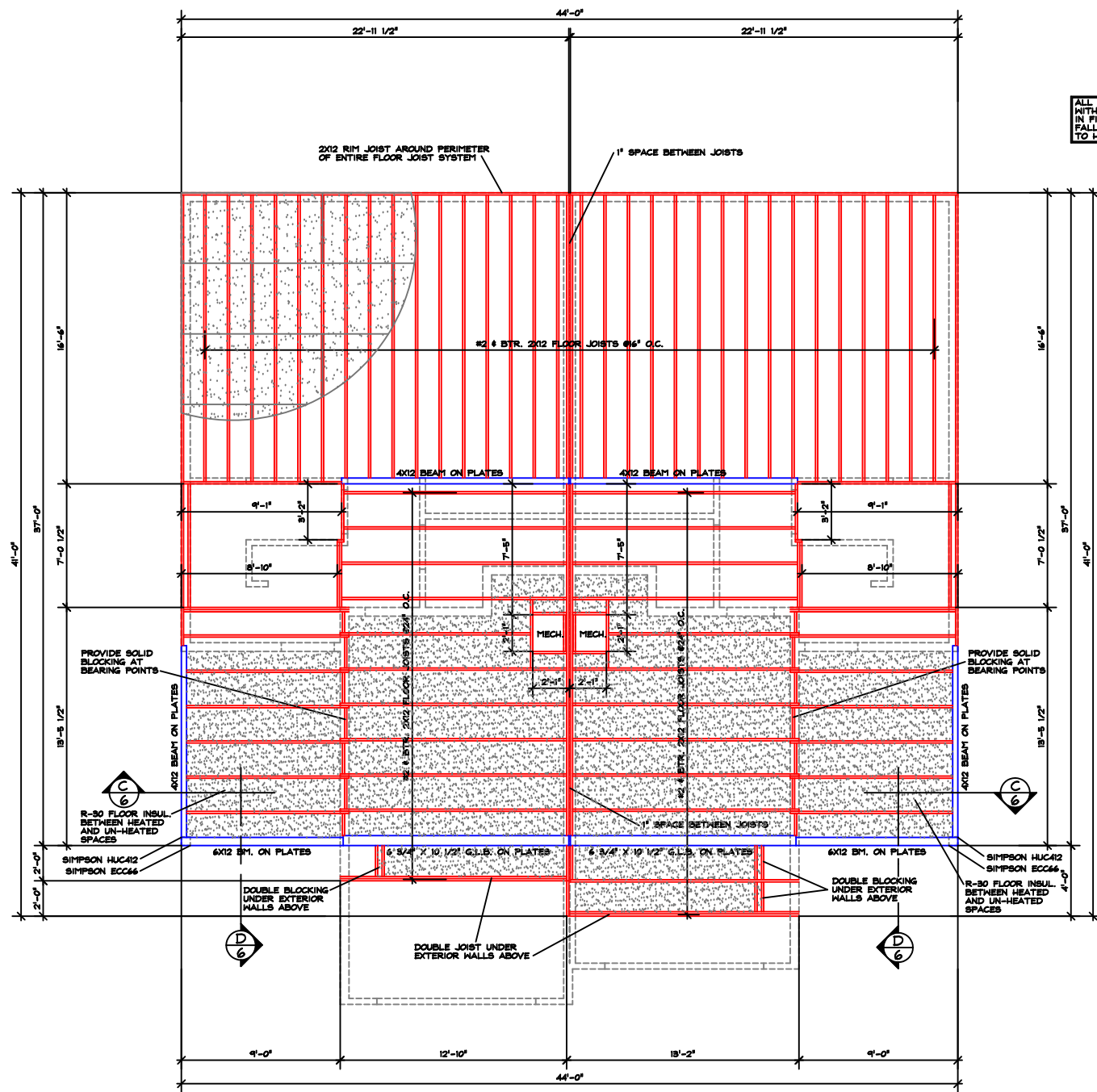
- SEE TABLES T.1 AND T.2 FOR HOLDOWN/SHEARWALL INFORMATION
- HOLDOWNS LOCATED AT THE FOUNDATION
- SHEARWALLS ARE FROM THE FOUNDATION TO THE UPPER FLOOR

- NOTES:
- #1 - SIMPSON M5T186 STRAP W/ (36) 10d X 1 1/2 NAILS SEE SK.5
 - #2 - SIMPSON M5T186 STRAP W/ (36) 10d X 1 1/2 STRAP BEAM TO BEAM.

1. THIS PLAN IS TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS SHOWN ON THIS PLAN AND IS TO NOTIFY THE ARCHITECT OF ANY ERRORS.
2. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLAN AND IS TO NOTIFY THE ARCHITECT OF ANY ERRORS.
3. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

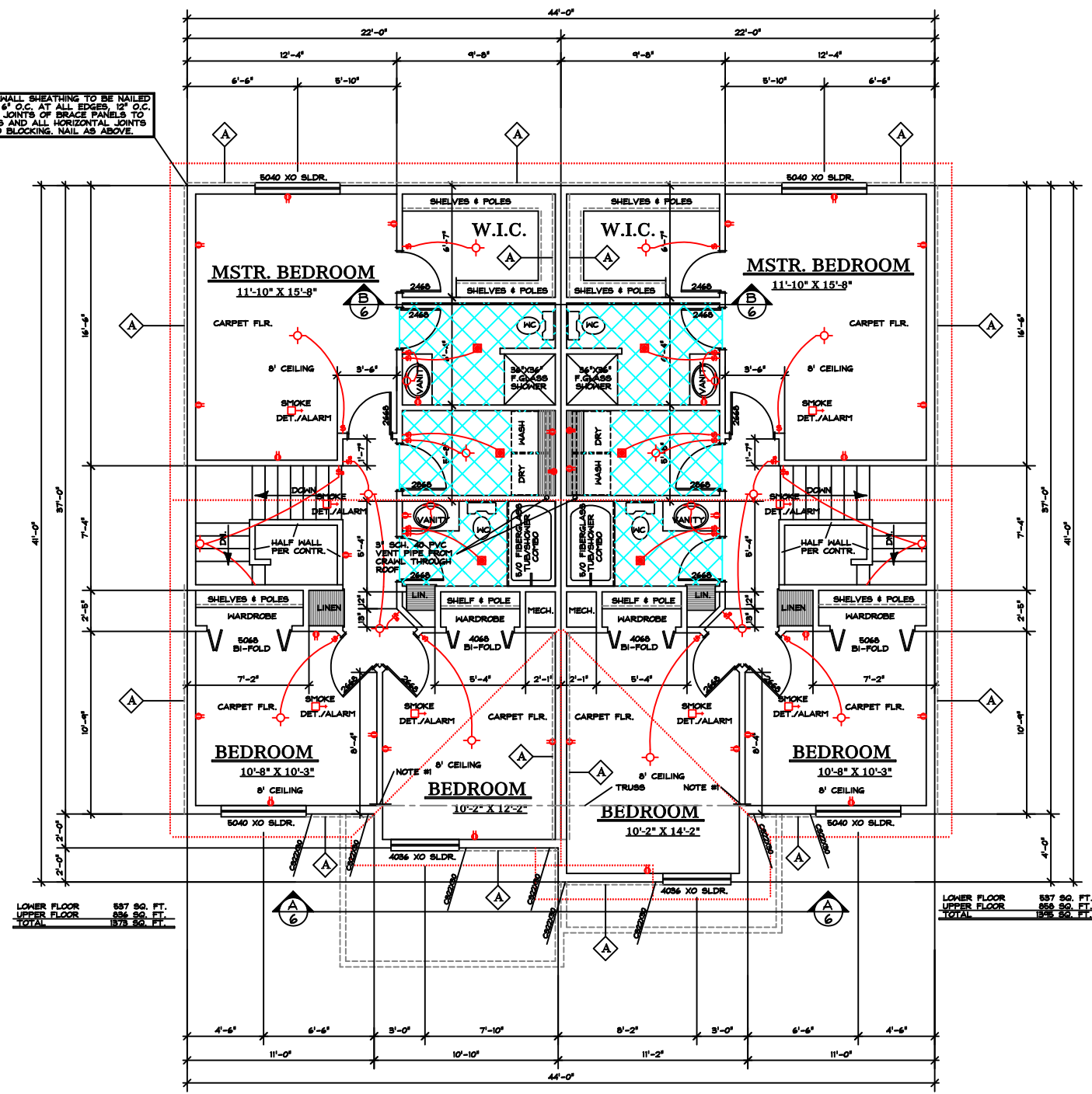
F.W. STOVIN DESIGNER
503-393-2077 OREGON 97302
1610 WATER ST. S.E. SALEM, OREGON 97302
EMAIL: FWS@STOVINDSIGNER.COM

DATE: 11/02/11
PLAN NO: 11-2768
DRAWN BY: F.W.S.



FLOOR JOIST LAYOUT
1/4" = 1'-0"

ALL EXTERIOR WALL SHEATHING TO BE NAILED WITH 8d NAILS 4" O.C. AT ALL EDGES, 12" O.C. IN FIELD. ALL JOINTS OF BRACE PANELS TO FALL ON STUDS AND ALL HORIZONTAL JOINTS TO HAVE SOLID BLOCKING. NAIL AS ABOVE.



UPPER FLOOR PLAN
1/4" = 1'-0"

- SEE TABLES T.1 AND T.2 FOR HOLD/DOWN/SHEARWALL INFORMATION
- HOLD/DOWNS LOCATED AT THE UPPER FLOOR
- SHEARWALLS ARE FROM THE UPPER FLOOR TO THE ROOF SHEATHING

NOTES:

- #1 - SIMPSON T822 STRAP 1/4" (18) 16d NAILS SEE SK.3 DESIGN TRUSS FOR A HORIZONTAL LOAD OF 1600#

1. THIS PLAN IS TO BE CONSIDERED AS A PRELIMINARY DESIGN ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR NOTIFYING THE ENGINEER OF ANY CHANGES TO THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR NOTIFYING THE ENGINEER OF ANY CHANGES TO THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR NOTIFYING THE ENGINEER OF ANY CHANGES TO THIS PLAN.

F.W. STOVIN DESIGNER
503-393-2077 OREGON 97302
1610 WINTER ST. S.E. SALEM, OREGON 97302
EMAIL: fws@stovindesigner.com

DATE: 11/02/11
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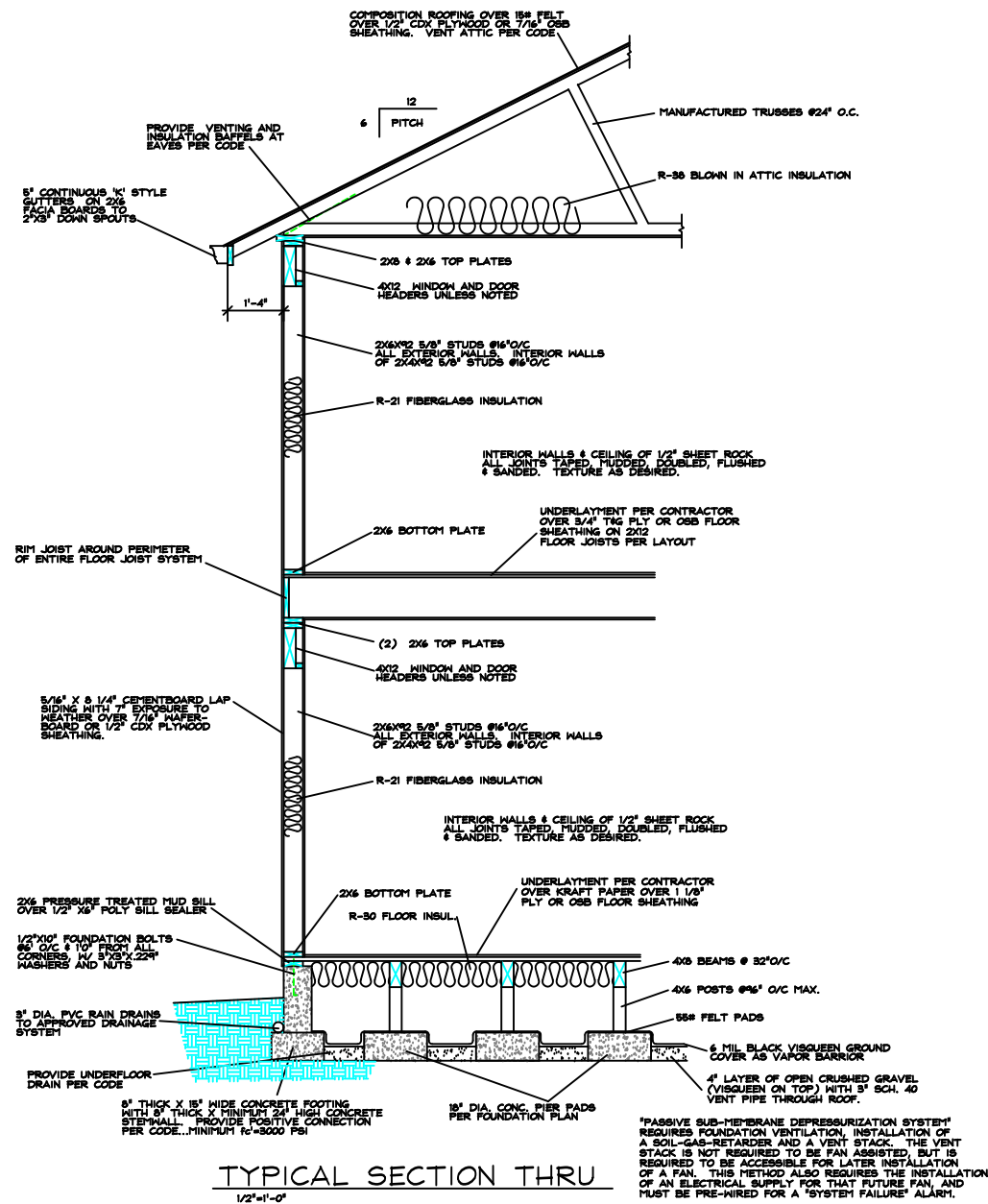
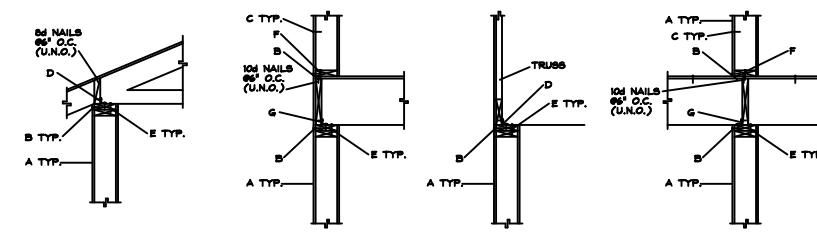


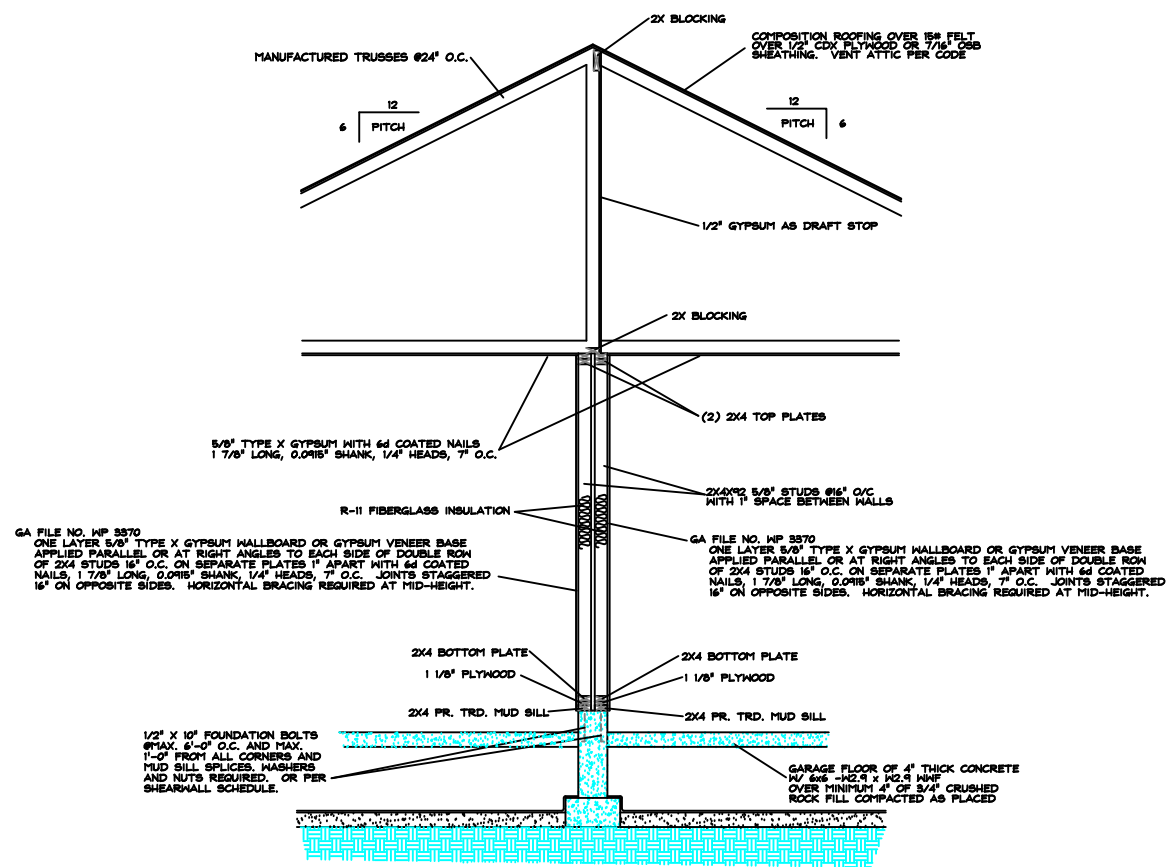
TABLE T.1 SHEARWALL SCHEDULE 12.2.7.4
ASSUMING ALL FRAMING AT SHEARWALLS ARE DOUGLAS FIR

WALL TYPE	A*	B	C	REMARKS	D	E	F	G	H	J**	SHEAR		
	SHEATHING	PANEL EDGE NAILING	FIELD NAILING		ROOF BLOCK TO DOUBLE TOP PLATES	DEL. TOP PLATES	BOTTOM PLATE TO RIM JOIST 5/4" FLOOR SHEATHING	RIM JOIST TO DOUBLE TOP PLATES 1 1/8" FLOOR SHEATHING	SILL PLATE CONNECTION (DIAMETER x 10" LONG ANCHOR BOLTS)	SILL PLATE THICKNESS			
(A)	15/32" CDX PLYWOOD	8d NAILS @ 6" O.C.	8d NAILS @ 12" O.C.	-	ASS. CLIPS @20" O.C.	10d NAILS @ 6" O.C. STAGGERED	16d NAILS @ 4" O.C.	16d NAILS @ 4" O.C.	ASS. CLIPS @20" O.C.	1 1/2" DIA. x 2'-0" O.C.	5/8" DIA. x 4'-0" O.C.	2x	260 PLF
(B)	15/32" CDX PLYWOOD	8d NAILS @ 4" O.C.	8d NAILS @ 12" O.C.	-	ASS. CLIPS @14" O.C.	10d NAILS @ 4" O.C. STAGGERED	16d NAILS @ 4 1/2" O.C.	16d NAILS @ 3" O.C.	ASS. CLIPS @14" O.C.	1 1/2" DIA. x 2'-0" O.C.	5/8" DIA. x 3'-0" O.C.	2x	350 PLF
(C)	15/32" CDX PLYWOOD	8d NAILS @ 4" O.C.	8d NAILS @ 12" O.C.	-	ASS. CLIPS @14" O.C.	10d NAILS @ 4" O.C. STAGGERED	16d NAILS @ 4 1/2" O.C.	(2) ROWS 16d NAILS @ 3" O.C.	ASS. CLIPS @14" O.C.	1 1/2" DIA. x 1'-0" O.C.	5/8" DIA. x 1'-4" O.C.	2x	380 PLF
(D)	15/32" CDX PLYWOOD	8d NAILS @ 3" O.C.	8d NAILS @ 12" O.C.	-	ASS. CLIPS @11" O.C.	10d NAILS @ 3" O.C. STAGGERED	16d NAILS @ 3 1/2" O.C.	(2) ROWS 16d NAILS @ 4" O.C.	ASS. CLIPS @11" O.C.	1 1/2" DIA. x 0'-8" O.C.	5/8" DIA. x 1'-0" O.C.	2x	490 PLF
(E)	15/32" CDX PLYWOOD	8d NAILS @ 6" O.C.	8d NAILS @ 12" O.C.	BOTH SIDES OF WALL	ASS. CLIPS @10" O.C.	10d NAILS @ 3" O.C. STAGGERED	16d NAILS @ 3" O.C.	(2) ROWS 16d NAILS @ 4" O.C.	ASS. CLIPS @10" O.C.	1 1/2" DIA. x 1'-0" O.C.	5/8" DIA. x 1'-0" O.C.	2x	520 PLF
(F)	15/32" CDX PLYWOOD	8d NAILS @ 4" O.C.	8d NAILS @ 12" O.C.	BOTH SIDES OF WALL	ASS. CLIPS @7" O.C.	10d NAILS @ 2" O.C. STAGGERED	16d NAILS @ 2 3/4" O.C.	(2) ROWS 16d NAILS @ 3 1/2" O.C.	ASS. CLIPS @7" O.C.	1 1/2" DIA. x 0'-8" O.C.	5/8" DIA. x 1'-0" O.C.	2x	598 PLF
(G)	15/32" CDX PLYWOOD	8d NAILS @ 4" O.C.	8d NAILS @ 12" O.C.	BOTH SIDES OF WALL	ASS. CLIPS @7" O.C.	10d NAILS @ 2" O.C. STAGGERED	(2) ROWS 16d NAILS @ 4 1/2" O.C.	(2) ROWS 16d NAILS @ 2 3/4" O.C.	ASS. CLIPS @7" O.C.	1 1/2" DIA. x 1'-0" O.C.	5/8" DIA. x 1'-4" O.C.	3x	760 PLF
(H)	15/32" CDX PLYWOOD	8d NAILS @ 3" O.C.	8d NAILS @ 12" O.C.	BOTH SIDES OF WALL	ASS. CLIPS @5 1/2" O.C.	10d NAILS @ 2" O.C. STAGGERED	(2) ROWS 16d NAILS @ 3 1/2" O.C.	(2) ROWS 16d NAILS @ 5 1/2" O.C.	ASS. CLIPS @5 1/2" O.C.	1 1/2" DIA. x 0'-8" O.C.	5/8" DIA. x 1'-0" O.C.	3x	900 PLF
(J)	15/32" CDX PLYWOOD	8d NAILS @ 2" O.C.	8d NAILS @ 12" O.C.	BOTH SIDES OF WALL	ASS. CLIPS @4 1/2" O.C.	10d NAILS @ 2" O.C. STAGGERED	SIMPSON SDS 1/4x6" SCREWS @4" O.C.	SIMPSON SDS 1/4x6" SCREWS @4" O.C.	ASS. CLIPS @4 1/2" O.C.	1 1/2" DIA. x 0'-8" O.C.	5/8" DIA. x 0'-8" O.C.	3x	1280 PLF

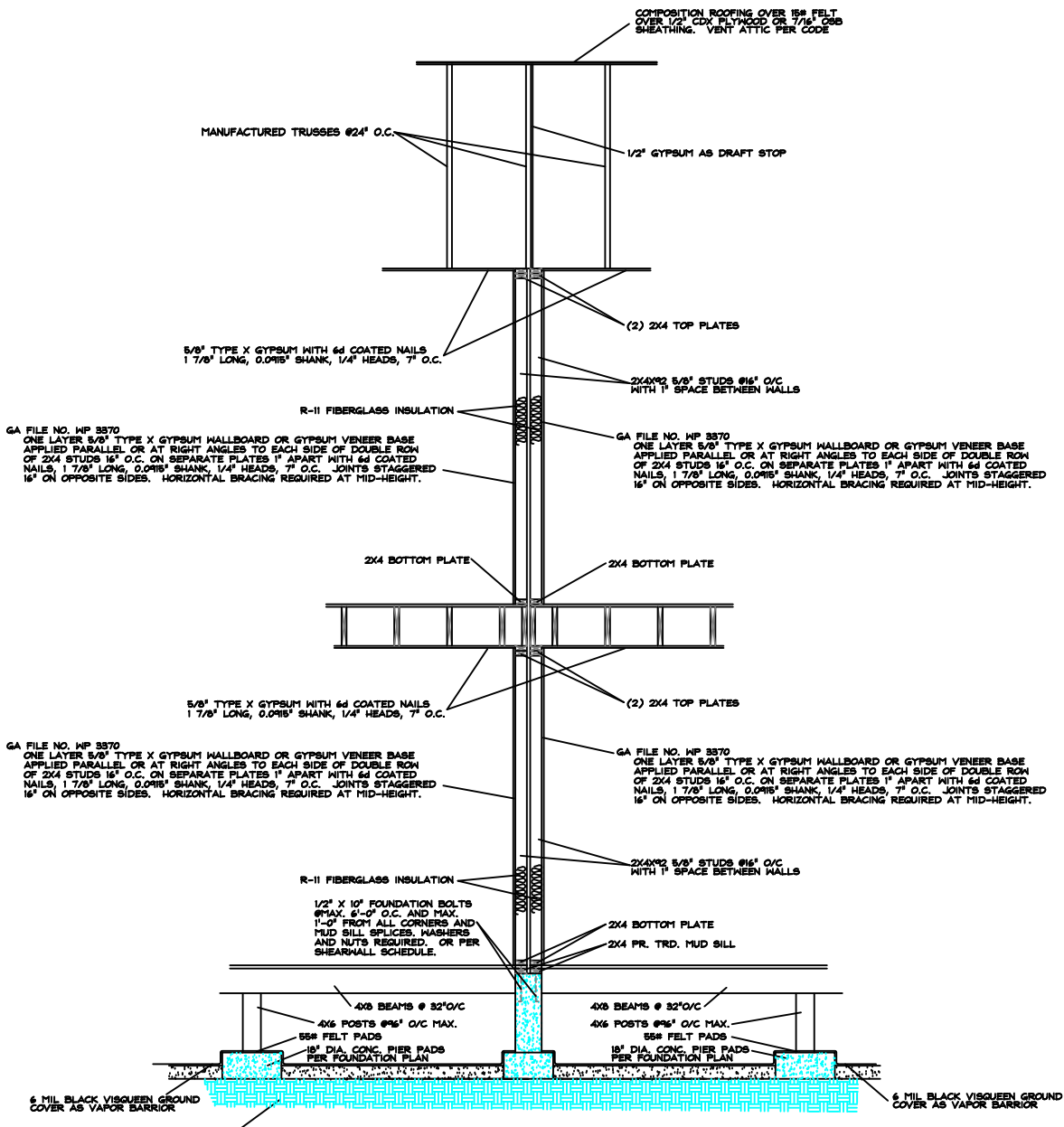
- ARROW AT WALL TYPE INDICATES SHEARWALL (S) USED**
- FOOTNOTES:**
- NOT ALL WALL TYPES SHOWN MAY BE USED ON THIS PROJECT.
 - BLOCK ALL PANEL EDGES UNLESS NOTED OTHERWISE.
 - ONLY AT SHEARWALL LOCATIONS.
 - 5/8" OR 7/16" O.S.B. (#2-#2 GRADE) MAY BE USED IF APPLIED DIRECTLY TO FRAMING AND STUDS ARE SPACED A MAXIMUM OF 16" O.C. OR PANELS ARE APPLIED WITH LONG DIMENSION ACROSS STUDS.
 - NOT USED.
 - USE EITHER 1/2" OR 5/8" DIAMETER ANCHOR BOLTS. (2) ANCHOR BOLTS MIN. PER PLATE.
 - WHERE PANELS ARE APPLIED ON BOTH SIDES OF A WALL AND NAIL SPACING IS LESS THAN 6" ON CENTER ON EITHER SIDE, PANEL JOINTS SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS OR FRAMING SHALL BE 3" NOMINAL OR THICKER AND NAILS ON EACH SIDE SHALL BE STAGGERED.
 - A 1/2" OR 5/8" DIA. HILTI KLIK BOLT 3 OR EQUAL MAY BE SUBSTITUTED. EMBED BOLT 2 3/4" INTO CONCRETE.
 - SHEATHING ON SHEARWALLS SHALL NOT BE INTERRUPTED BY ANY WALL BUTTING INTO SHEARWALL.
 - IF PLYWOOD NOT FULL HEIGHT TO DOUBLE TOP PLATE.
 - STEEL PLATE WASHERS, 1/4" THICK@3x8" REQUIRED BETWEEN SILL PLATE AND ANCHOR BOLT NUT.
 - USE COMMON NAILS.
 - USE BOX NAILS.



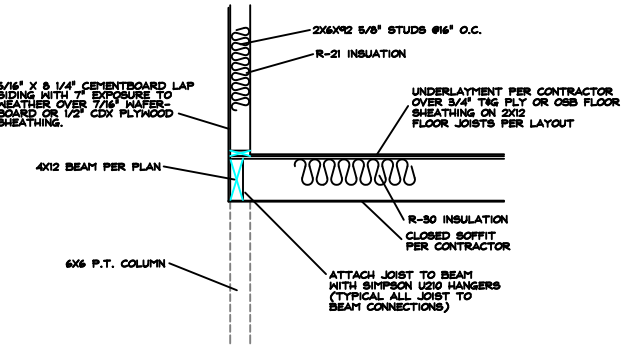
FILE NO. 11108 SHEET NO. T.1
 DESIGNER DSG DATE 11/9/11
 CLIENT F.W. STOVIN
 PROJECT 407 MADRONA AVE. S.E.



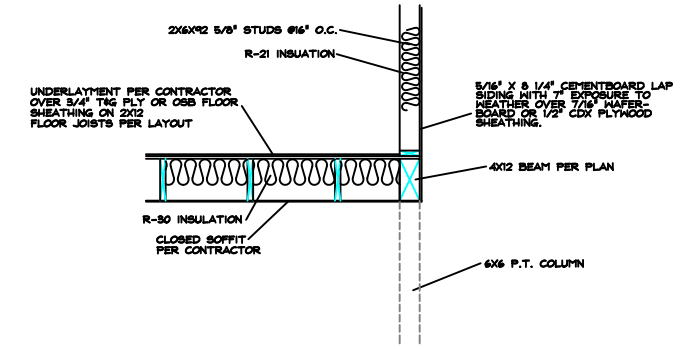
SECTION THRU COMMON/GARAGE WALL
SCALE: 1/2" = 1'-0"



SECTION THRU COMMON/SOUND WALL
SCALE: 1/2" = 1'-0"



SECTION THRU AT PORCH
SCALE: 1/2" = 1'-0"



SECTION THRU AT PORCH
SCALE: 1/2" = 1'-0"

1. OWNER AND ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION PROVIDED TO THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND IS TO NOTIFY THE ENGINEER OF ANY PERMITS.
3. MATERIALS SUBMITTED SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL TESTING AND INSPECTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL TESTING AND INSPECTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL TESTING AND INSPECTION.

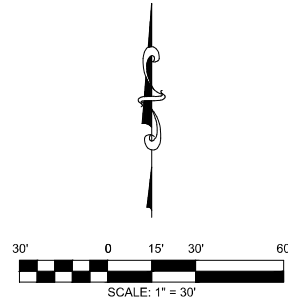
F.W. STOVIN DESIGNER
503-393-2077
1610 WINTER ST. S.E. SALEM, OREGON 97302
EMAIL: fwsstovindesigner@gmail.com

DATE: 11/02/11
PLAN NO: 11-2768
DRAWN BY: F.W.S.

Exhibit F – Existing Conditions Plan

TOPOGRAPHIC SURVEY

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE WILLAMETTE
MERIDIAN, CITY OF WOODBURN, MARION COUNTY, OREGON



LEGEND:

	BUILDING		FOUND MONUMENT—ALUMINUM CAP
	BUILDING OVERHANG		FOUND MONUMENT—IRON PIPE
	BUILDING DECK		FOUND MONUMENT — 1/2" IRON ROD
	ROAD STRIPING		FOUND MONUMENT — 5/8" IRON ROD
	FLOW LINE CURB		FOUND MONUMENT — SCREW
	STANDARD CURB		SIGN
	EDGE OF PAVEMENT		MAILBOX
	EDGE OF CONCRETE		A/C UNIT
	EDGE OF GRAVEL		POWER METER
	WALL—TOP		POWER POLE
	WALL—TOE		POWER POLE W/ LIGHT
	WATER		LIGHT—LAMP POST
	STORM SEWER		GUY ANCHOR
	GAS		SANITARY SEWER MANHOLE
	ELECTRIC		STORM CATCH BASIN
	OVERHEAD POWER		STORM MANHOLE
	SANITARY SEWER		FIRE HYDRANT
	EDGE OF LANDSCAPING		WATER METER
	FENCE — WIRE		WATER VALVE
	FENCE — WOOD		GAS VALVE
	FENCE — CHAINLINK		GAS METER
	CENTERLINE		TELEPHONE RISER
	RIGHT OF WAY		
	BOUNDARY LINE		
	LOT/PARCEL LINE		
	MAJOR CONTOUR		
	MINOR CONTOUR		
	TOE OF SLOPE		
	TOP OF SLOPE		
	BUILDING HATCH		
	CONCRETE HATCH		
	GRAVEL HATCH		

SEWER STRUCTURE TABLE

① SAN MH RIM:	183.00'
IE 8" RCP IN (NE):	172.17'
IE 10" RCP OUT (W):	170.49'
② SAN MH RIM:	180.83'
IE 10" RCP IN (E):	169.21'
IE 12" RCP OUT (W):	168.48'

STORM STRUCTURE TABLE

① STM MH RIM:	182.95'
IE 12" RCP IN (N):	178.74'
IE 12" RCP IN (E):	178.88'
IE 12" RCP OUT (W):	178.56'
② STM CB RIM:	179.94'
IE 8" RCP IN (N):	175.86'
IE 12" RCP IN (E):	175.72'
IE 18" RCP OUT (W):	175.43'
③ STM CB RIM:	180.39'
IE 8" RCP OUT (S):	178.32'

NOTES:

- THE LOCATION OF EXISTING UNDERGROUND UTILITY FACILITIES SHOWN HEREON ARE BASED ON LOCATE MARKS REQUESTED FOR THIS SURVEY PER ONE CALL PUBLIC LOCATE TICKET 21273910. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES BY THE RESPECTIVE UTILITY OWNERS, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH ARE NOT SHOWN ON THE PLAN. ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- FIELD WORK WAS COMPLETED ON OCTOBER 7, 2021.

HORIZONTAL DATUM (BASIS OF BEARINGS):

OREGON NORTH STATE PLANE COORDINATE SYSTEM NAD 83 (2011)
BASED ON STATIC GPS OBSERVATIONS ON POINT 1, PROCESSED THROUGH OPUS.

DISTANCES SHOWN HEREON ARE GROUND DISTANCES, INTERNATIONAL FEET.

OREGON NORTH ZONE, SCALED TO GROUND AROUND POINT 1 WITH A SCALE FACTOR OF 1.0001104606. TO OBTAIN GRID DISTANCES, DIVIDE BY THE SCALE FACTOR.

VERTICAL DATUM:

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
BASED ON STATIC GPS OBSERVATIONS ON POINT 1, PROCESSED THROUGH OPUS.

UTILITY NOTE:

THE LOCATION OF EXISTING UNDERGROUND UTILITY FACILITIES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS BETWEEN UTILITY STRUCTURES WITHIN THE PROJECT AREA. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES BY THE RESPECTIVE UTILITY OWNERS/BUILDERS, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH ARE NOT SHOWN ON THE PLAN. DUE TO THE HAZARDOUS NATURE AND APPLICABLE OSHA REQUIREMENTS REGARDING CONFINED SPACES, IT IS S&F LAND SERVICES POLICY TO NOT SEND FIELD STAFF INTO UTILITY MANHOLES OR CONFINED SPACES TO RETRIEVE DEPTH AND SIZE INFORMATION. INFORMATION SHOWN HEREON IS SUBJECT TO AN UNCERTAINTY IN ACCURACY DEPENDING ON DEPTH, SIZE, FLOW, AND CONSTRUCTION OF MANHOLES. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITY LINES BETWEEN STRUCTURES.

S&F Land Services

PORTLAND, VANCOUVER, BEND, SEASIDE

400 E. EVERGREEN BLVD.
STE 1, VANCOUVER, WA 98660
(360) 326-2334

WWW.SFLANDS.COM	DATE	JOB NO.	FIELD	DRAWN	CHECKED
	OCT. 14, 2021	2021-430-01	DW	TLB	AJP

SURVEY FOR:

ALEX GABRIYCHUKK
WOODBURN

LOCATED IN THE
SW 1/4 OF S8,
T5S, R1W, OF THE W.M.
CITY OF WOODBURN, MARION COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew John Plett
OREGON
DECEMBER 30, 2010
ANDREW JOHN PLETT
78538PLS

RENEWS 12/31/22

Exhibit G – City Meeting Response Letter



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 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.

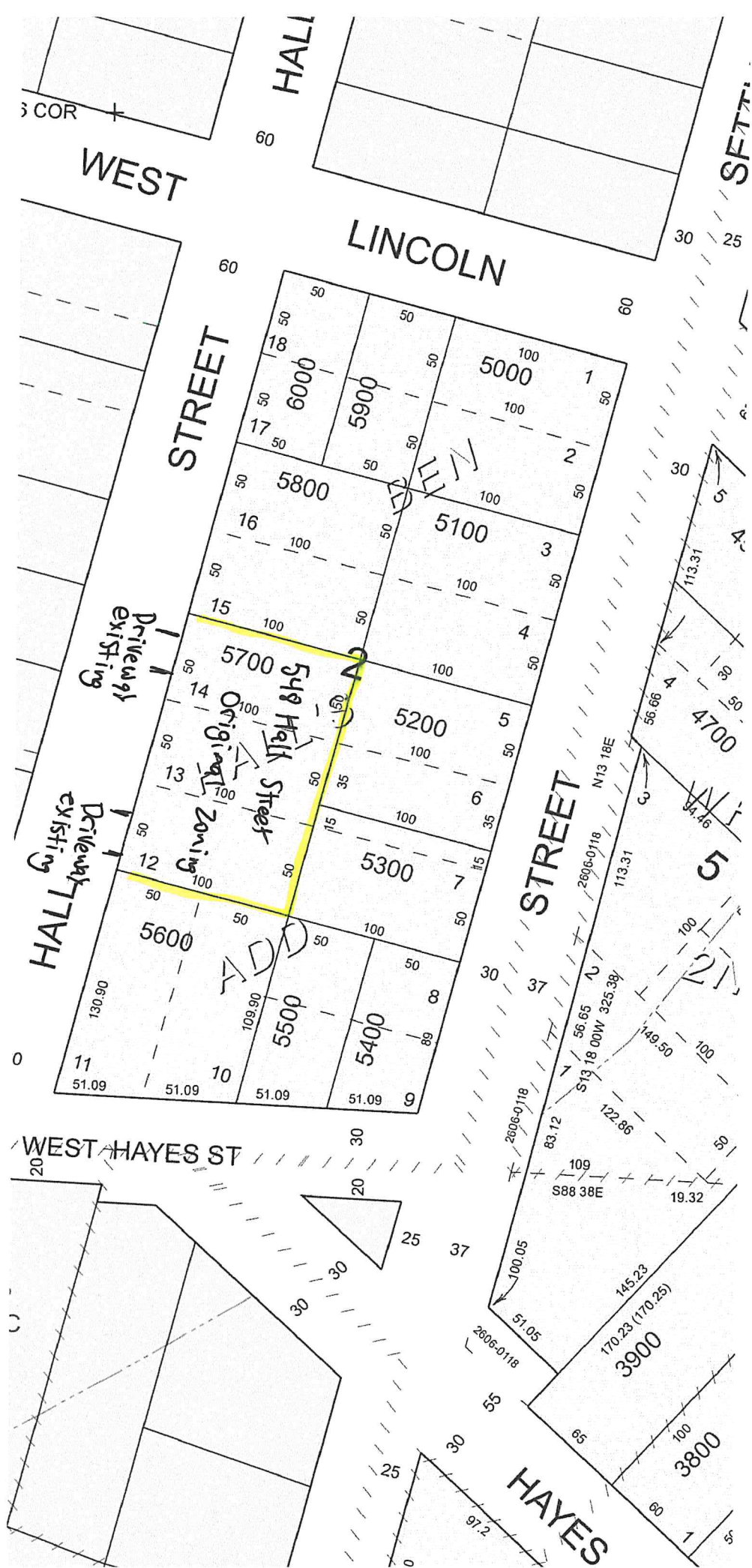
Account number 106590.

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

Settlemer Street

Settlemer
645

Settlemer
625

515
Settlemer

945
Hayes

991
Hayes

Hayes Street

564
Hall Street

Hall Street

12x14
Garage
existing

existing 1550 Sq ft
House
548 Hall Street

concrete
Driveway

Fence existing 75'



existing
willow
tree

Proposed 75'x100'
Partition



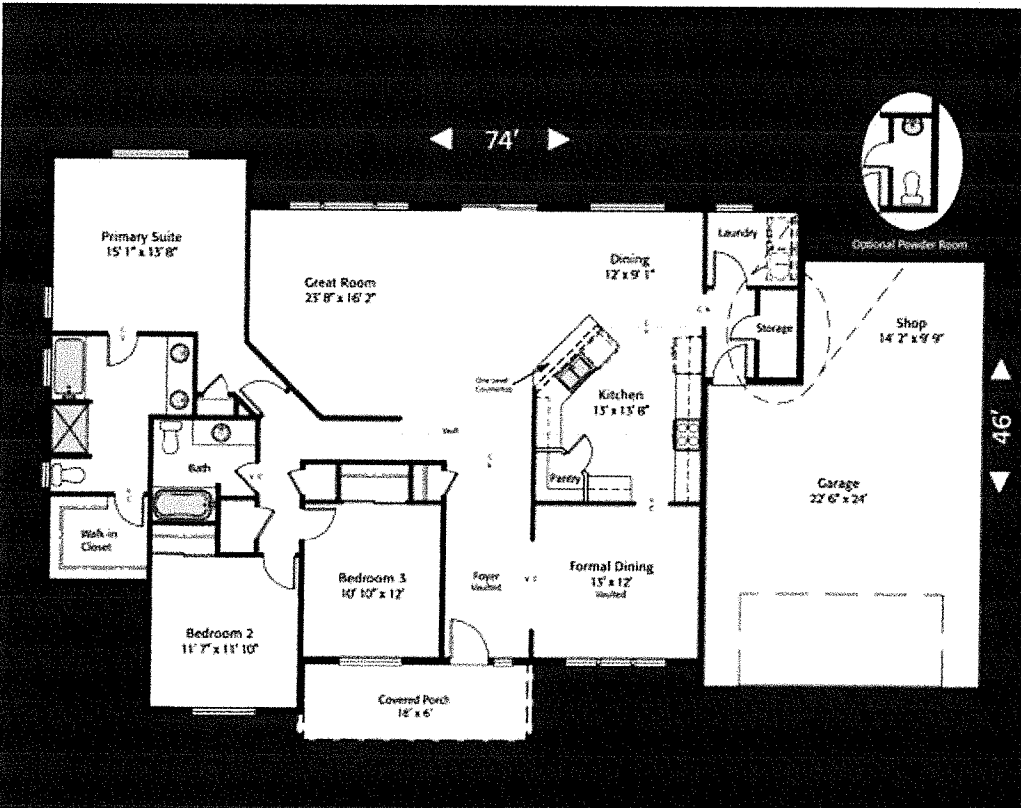
100'

Fence existing

fence existing

Existing
driveway

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 | 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.

45	2.8	2.5
50	3.2	2.2
55	3.6	2.0
60	4.0	

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

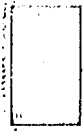
ALSO SEE THE INDEX FROM THE COURTHOUSE

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. RHOODE 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
 plat 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.

Before me:

James O'Brien

Notary Public for Oregon.

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

51815

45	28	2.5
50	32	2.2
55	36	
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

145	2.8	2.5
130		
126	3.2	2.2
121	3.6	
117	4.0	2.0

Vol. 534 44511

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
WOODBRIDGE, OREGON

616538

2.8	2.5
3.2	2.2
3.6	2.0
4.0	

Vol 534

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. JEFFERS
ATTORNEY AT LAW
MEMPHIS, TENNESSEE

15151515

45	28	2.5
50	32	2.2
55	36	2.0
60	40	

VOL 584 PAGE 511

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 2nd day of June, 1960, before me, the

0889419

45	2.8	2.5
50	3.2	2.2
55	3.6	2.0
60	4.0	

Vol 584 Page 17

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

7/27
 531
 531
 531

616538

616538

Page 5 - CONTRACT

J WALLACE CUTLER
 ATTORNEY AT LAW
 WOODBURN, OREGON

45	2.8	2.5
30	3.2	2.2
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, 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:

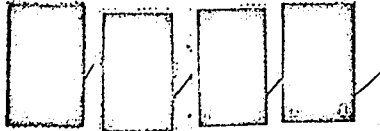
772457

45 2.8
 30 2.2
 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 **W.S.**, the grantor, covenant that **W.S.** lawfully seized in fee simple of the above granted premises free from all incumbrances,
 and that **W.S.** will and **W.S.** 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 who W.S.



known to me to be the identical individual W.S. described in and who executed the within instrument, and acknowledged to me that W.S. 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,
 County of MARION
 I certify that the within instrument was received for record on the day of _____, 1960, at 9:01 o'clock AM, 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/ Docment No.

772455

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 4.0

VOL 612 PAGE 334

KNOW ALL MEN BY THESE PRESENTS, That
 HOMER A. WINN and MARJORIE I. WINN, husband and wife,
 in consideration of TEN AND 100/100 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 grantees, as tenants
 by the entirety, their heirs and assigns forever.
 And grantor hereby covenants to and with grantees 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,
 Vera Brooks,
 Notary Public for Oregon, January 25, 1967
 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

DON'T USE THIS
 SPACE RESERVE
 FOR RECORDING
 LABEL, BY SOME-
 ONE WHOSE
 NAME IS

STATE OF OREGON,
 County of MARION) ss.
 I certify that the within instru-
 ment was received for record on the
 day of 19
 at 9:09 o'clock A.M. and recorded
 in book 112 on page 334
 Record of Deeds of said County.
 Witness my hand and seal of
 County Clerk-Recorder.
 By _____ Deputy.

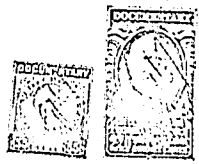
716-772156

772156

45 2.8 2.5
 50 3.2 2.2
 55 3.6 2.0
 60 4.0

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,
 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 11th day of July, 1967
 Bob L. Wynia (SEAL)
 Marjorie I. Wynia (SEAL)

STATE OF OREGON,
 County of Marion ss. On this 11th 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.



Lorraine J. Kiesel
 Notary Public for Oregon.
 My Commission expires September 8, 1968

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, 19 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.

510532
 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 ^{donor} 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

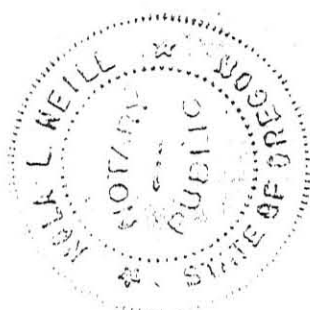


STATE OF OREGON)
COUNTY OF Marion) ss

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.

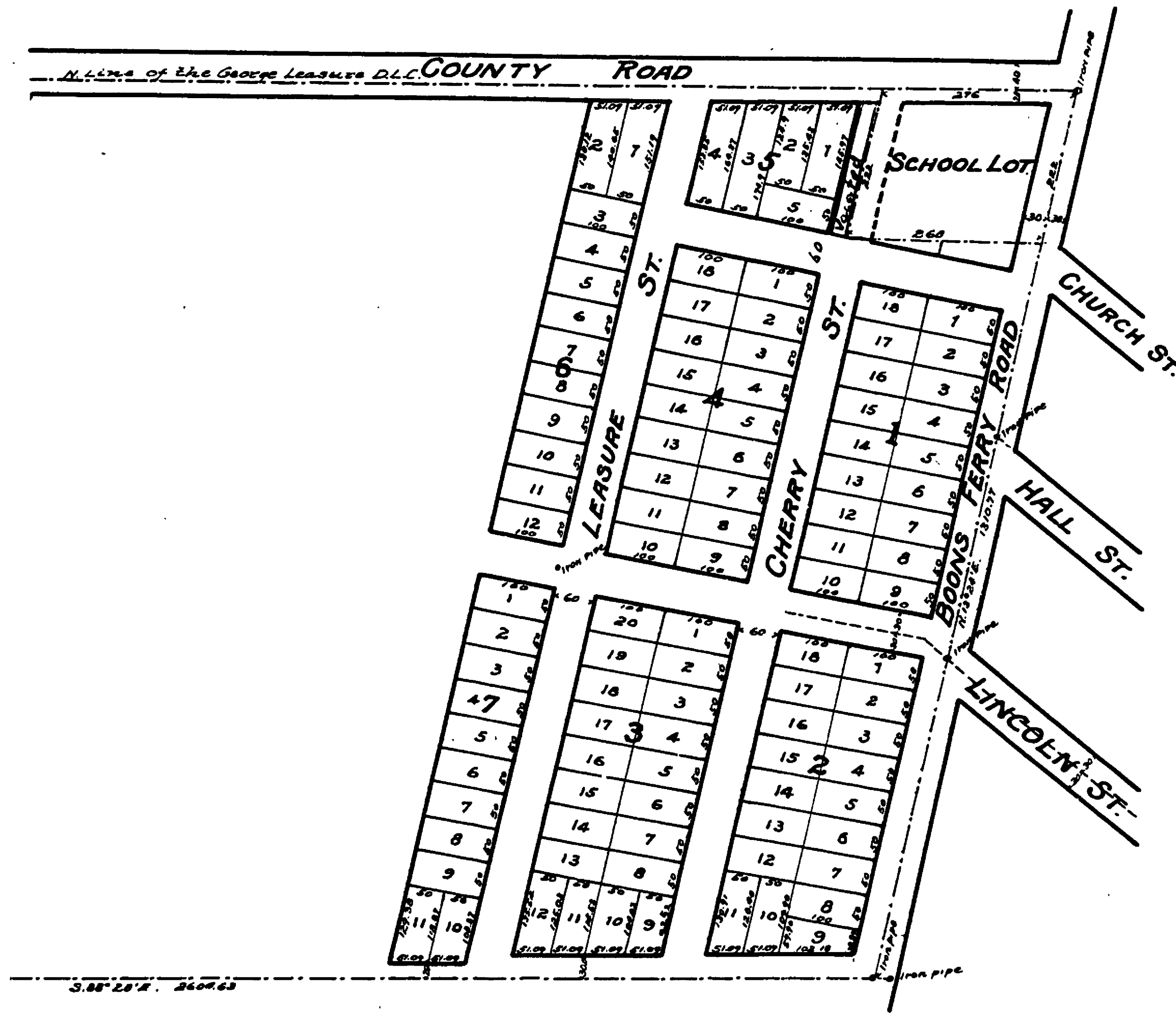
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



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> 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 120th 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.

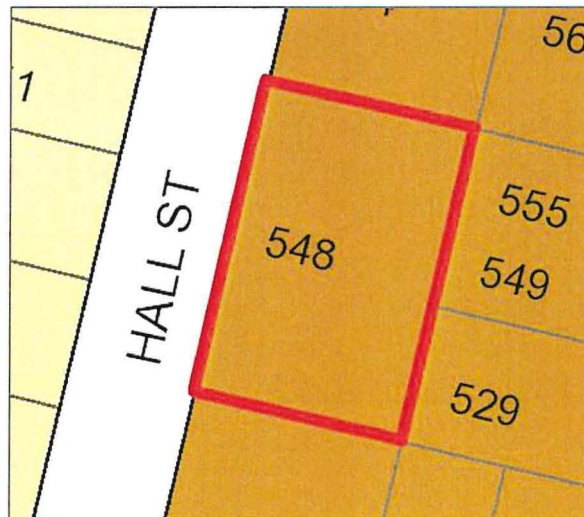
Analyses & Findings:

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"> Requirement (or guideline) met with condition of approval Other special circumstance benefitting from attention 	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

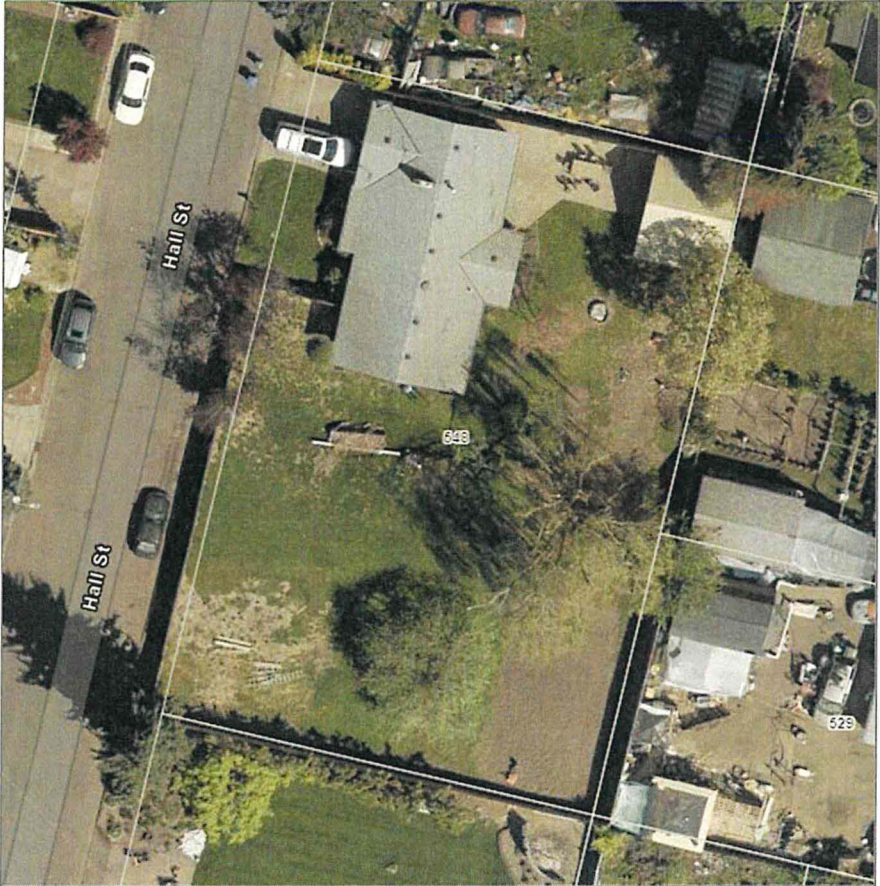
A. The City of Woodburn is divided into the following residential zones:

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 ¹	
		Corner lot		8,000 ²	
	Duplex		8,000		
	Any other use		Not specified ⁸		
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 ⁴	
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 ³	
		Manufactured dwelling park		12	
		Any other use		Not specified ⁸	
Front Setback and Setback Abutting a Street, Minimum (feet)				20 ^{5, 10}	
Side Setback, Minimum (feet)	Primary structure	Single-family dwelling, duplex, child care facility or group home		5 ^{2, 6, 7}	
		Any other use		Same as rear	
	Accessory structure		Same as primary		
			16 or less	24 ^{2, 6}	

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

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.

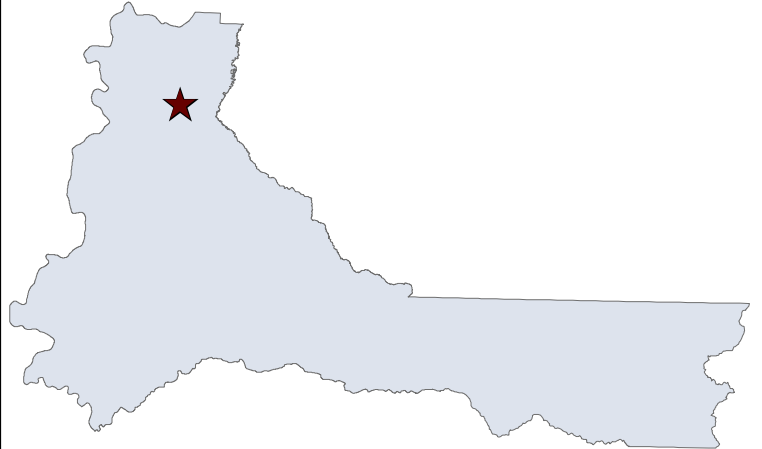
Appeals: Per WDO 4.02.01A.1., Type I administrative decisions by the Director are not appealable to any other decision-maker within the City.

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

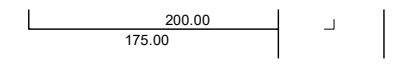
Tax Code Number
00 00 0

Acreege
0.25 AC

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

NOTES

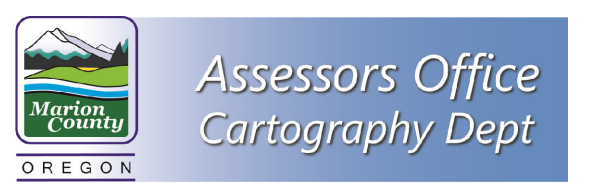
Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW



ATTACHMENT 101

CANCELLED NUMBERS	
100	
300	
400	
4000	
4100	
4500	
4600	

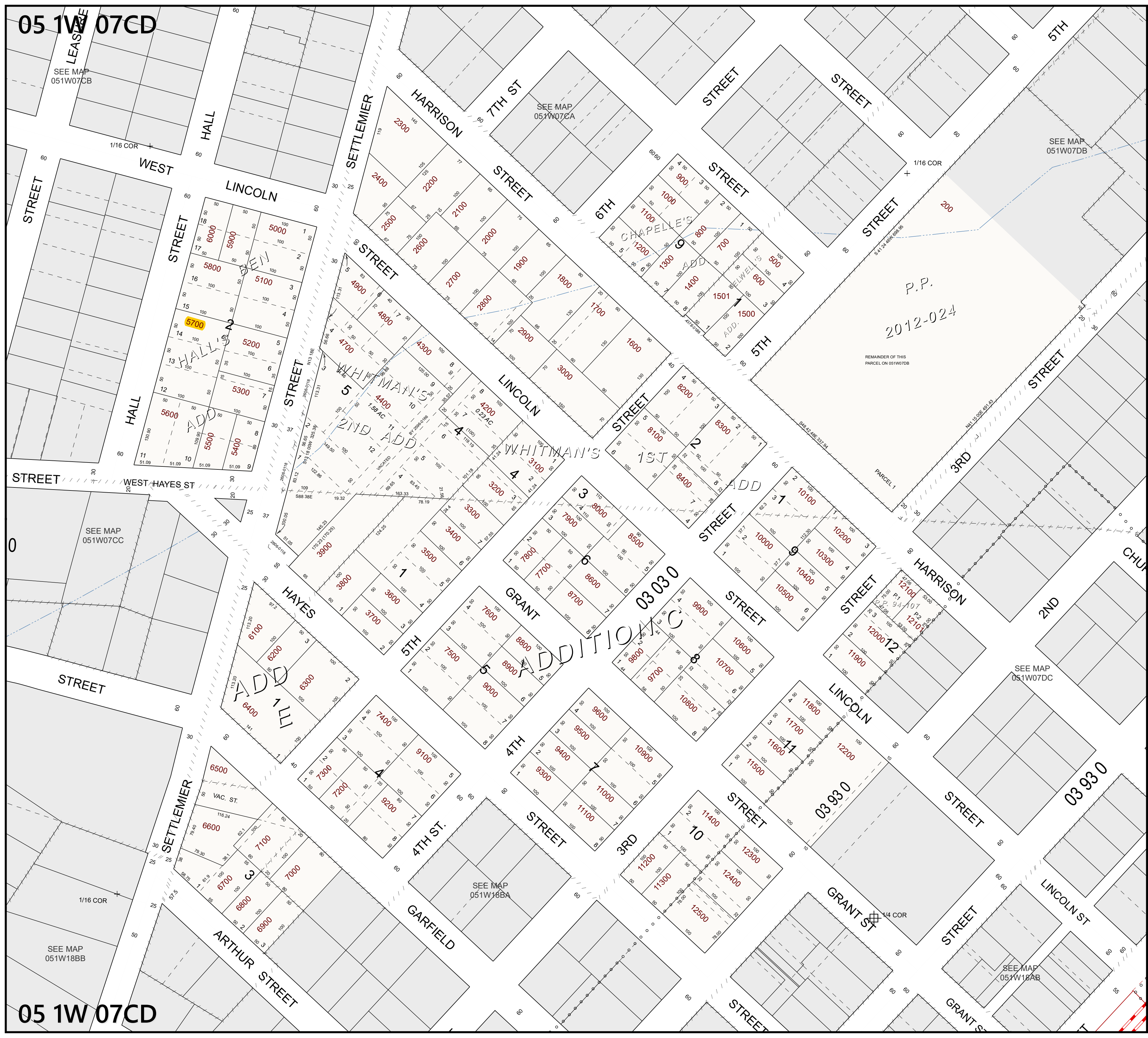
DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE: 3/12/2021

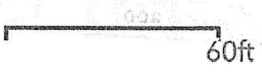
WOODBURN
05 1W 07CD





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

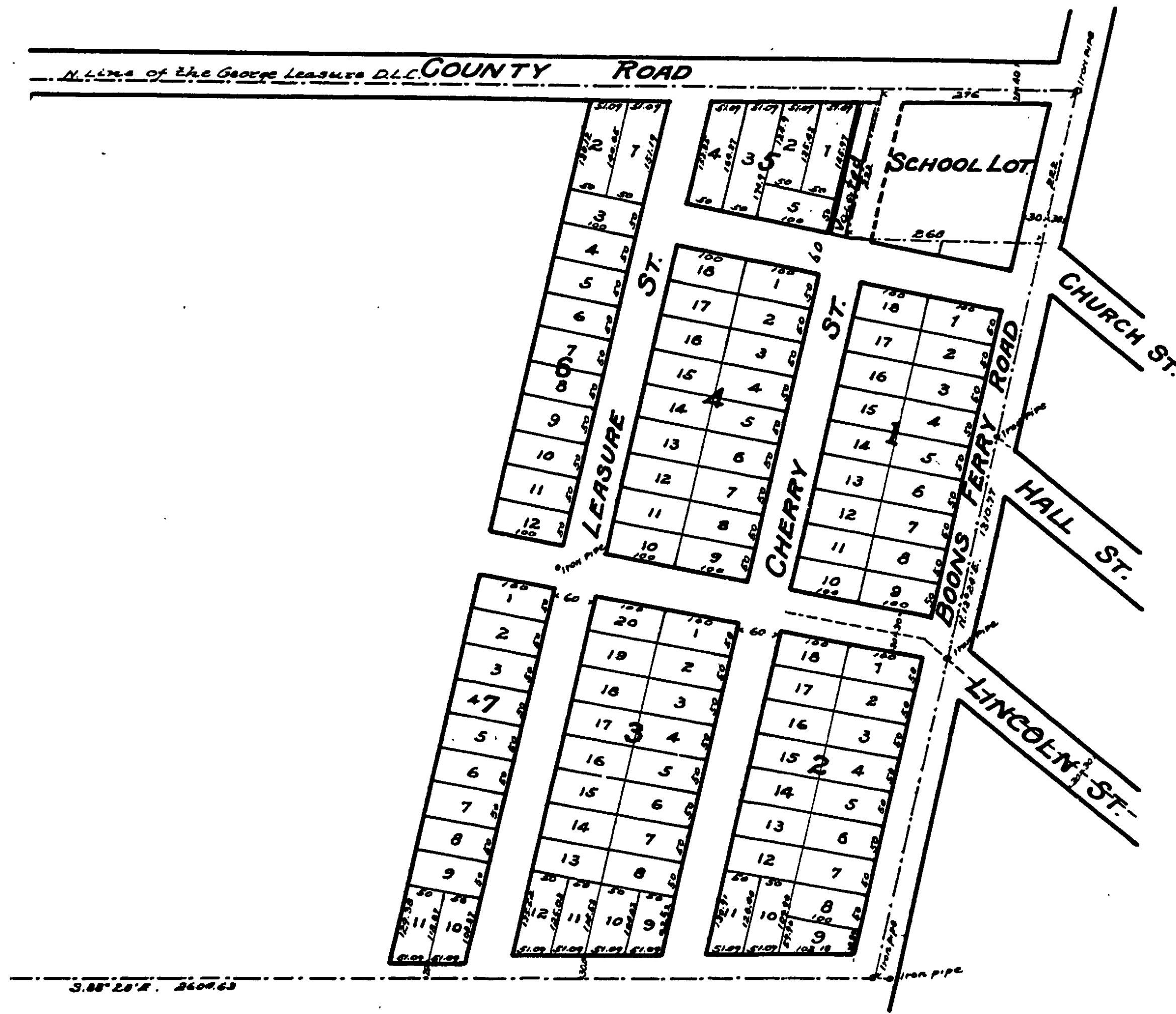
Proposed 75'x100'
Partition
Potential future
Home site
existing
apple
tree
100'

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.

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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.

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 ^{donor} 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

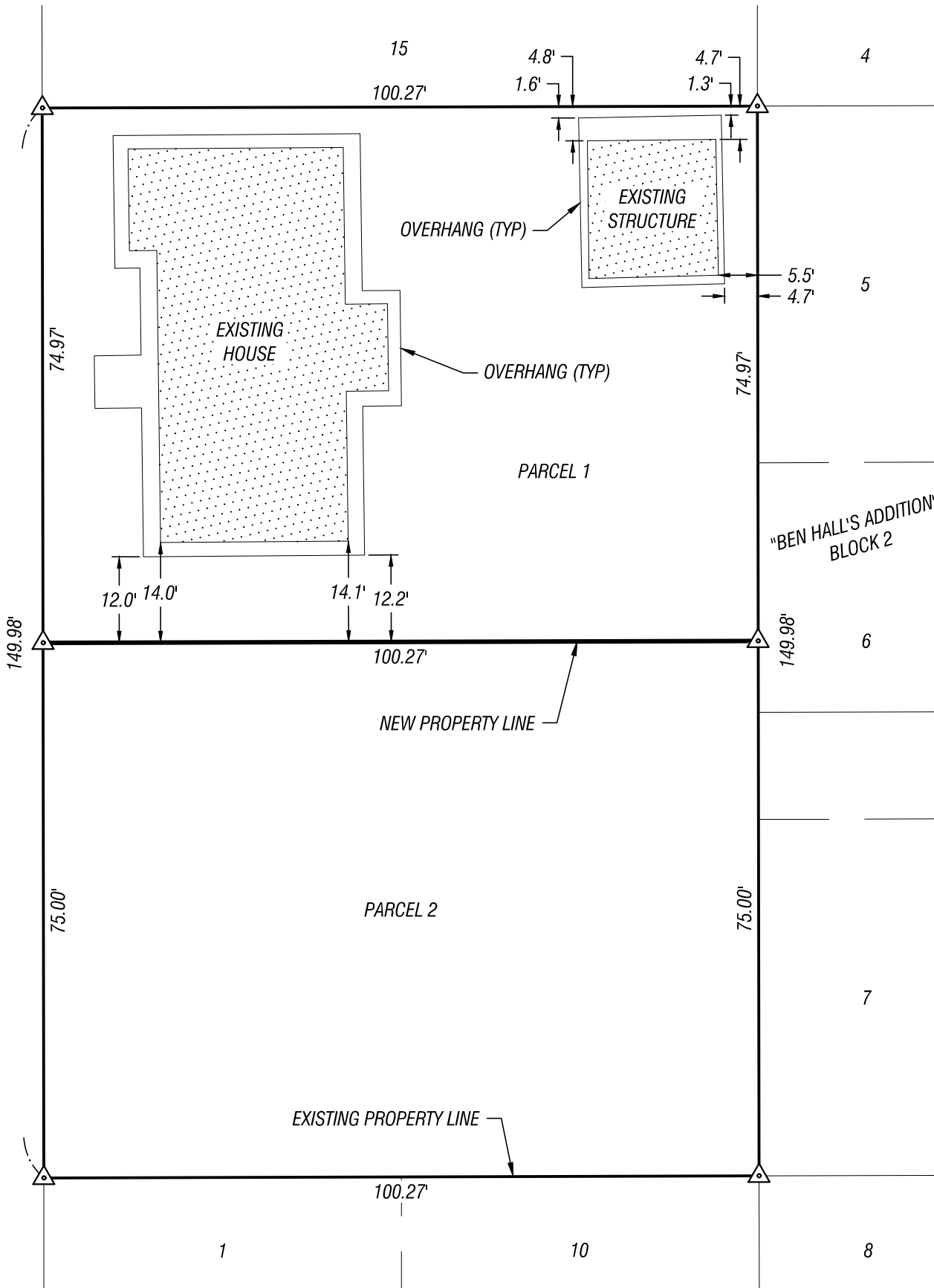


EXHIBIT - A

EXISTING STRUCTURE SETBACKS

LEI ENGINEERING & SURVEYING
OF OREGON

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

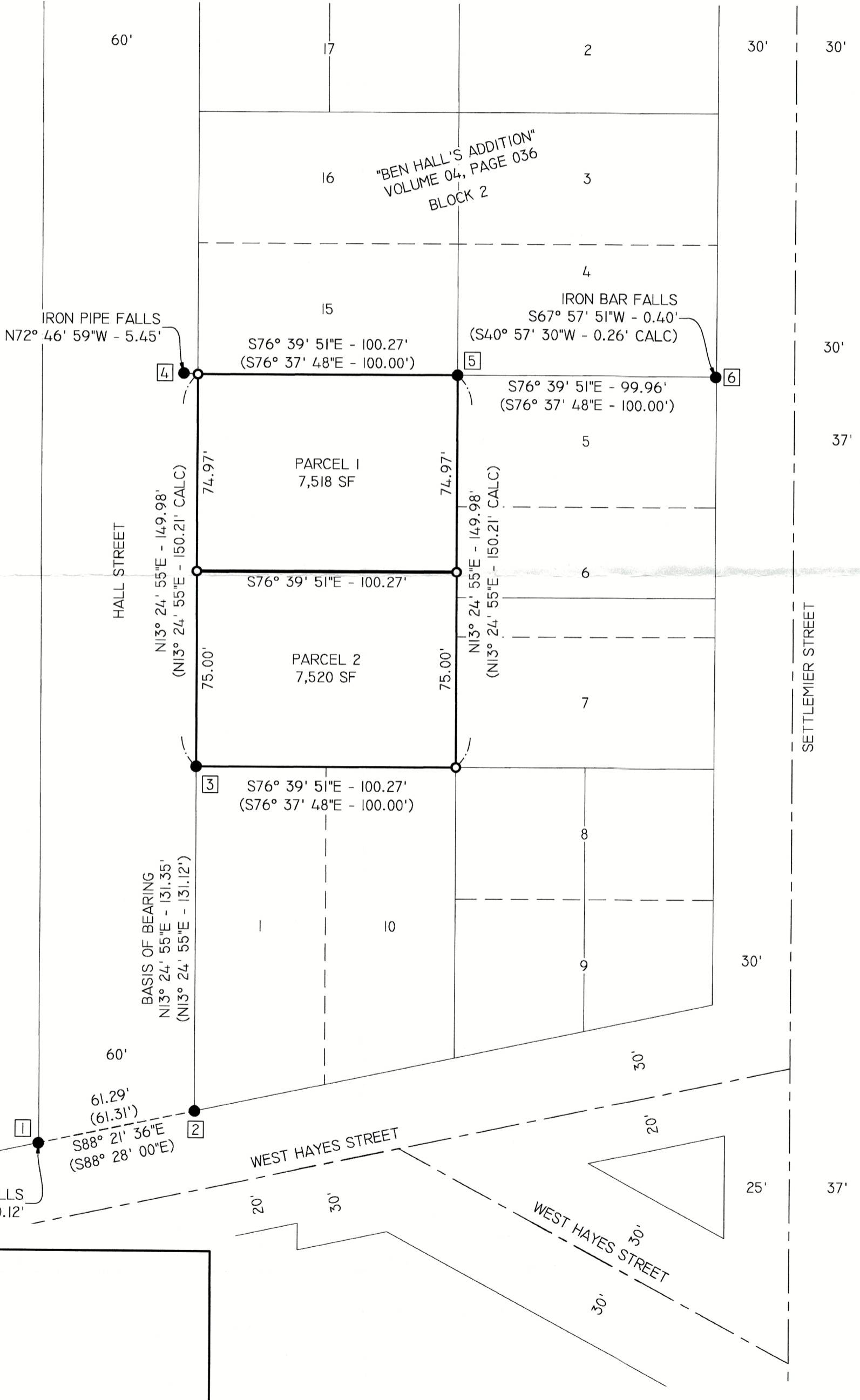
SCALE: 1" = 20'
PROJECT NO.: 14-92
DATE: 11-29-2022
PAGE: 1 OF 1

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.

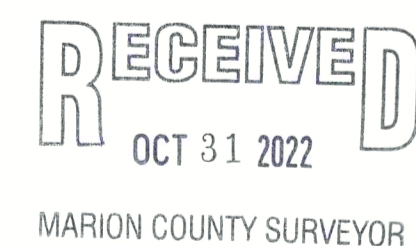
DECLARATION:

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

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JANUARY 17, 1995
L. M. ALLEN
2688
EXPIRES 12/31/2023

LEI ENGINEERING & SURVEYING OF OREGON

2564 19TH ST, SE SALEM, OR. 97302 TEL 503-399-3828 FAX 503-365-1852

CLIENT: VALERIYAN VALIHOV
548 HALL ST WOODBURN, OR 97071

DRAWN: G. MALDONADO FIELD: J. VAN AGTMAEL
CALC'D: L.M. ALLEN CHECKED: L.M. ALLEN

PROJECT: 14-92
DRAWING No.: 14-92_PLA.DWG
FIELD DATE: 7-27-2022
SCALE: 1" = 40'
PAGE: 1 OF 1