



Planning Department
 231 NE Fifth Street o McMinnville, OR 97128
 (503) 434-7311 Office o (503) 474-4955 Fax
www.mcminnvilleoregon.gov

569-21-000283-Plan

Office Use Only:	
File No.	MP3-21
Date Received	7-13-21
Fee	1565.00
Receipt No.	
Received by	SS

Partition Application

Applicant Information

Applicant is: Property Owner Contract Buyer Option Holder Agent Other _____

Applicant Name Quinby Construction LLC Phone _____

Contact Name Eric Harrison Phone 503-516-4593
 (If different than above)

Address 1002A N Springbrook Rd #259

City, State, Zip Newberg, OR 97132

Contact Email eric@quinbyconstruction.com

Property Owner Information

Property Owner Name Lin C. Chan Phone _____
 (If different than above)

Contact Name Lin C. Chan Phone 503-560-3688

Address ~~14130 NE Airport Way~~ 4062 NE Fairview Lake Way

City, State, Zip ~~Portland, OR 97230~~ Fairview, OR 97024

Contact Email betterhomecabinetdist@gmail.com

Site Location and Description

(If metes and bounds description, indicate on separate sheet)

Property Address 902 NW Baker Crest Ct (R4417BA08500) and 988 NW Baker Crest Ct (R4417BA08300)

Assessor Map No. R4 - - Total Site Area 29,194 SF

Subdivision Norwegian Wood Block _____ Lot _____

Comprehensive Plan Designation Res Zoning Designation R1

General Description of Subject Property

1. Proposed Parcel Size: #1 10,477 SF #2 9,069 SF #3 9,648 SF

2. Current Land Use: Single Family Residential - vacant lots

3. Purpose of the partition request: Re-establish previously consolidated lots to original 3 lots

4. Topography: steep sloped


5. Method of Sewage Disposal: Connection to City of McMinnville collection system, laterals already exist
(Note: If septic field, this application must be accompanied by a letter of approval from the County Sanitarian indicating their approval. The Sanitarian can be contacted through the Yamhill County Planning Department.)

6. Water Supply: Mac Water and Light, three service laterals exist

In addition to this completed application, the applicant must provide the following:

- A site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), indicating all required information as listed in the information sheet and in Section 17.53.060 (Submission of Tentative Partition Plan) of the Zoning Ordinance, or, if applicable, Section 17.53.080 (Submission of Future Development Plan).
- A Title Report or Subdivision Guarantee prepared within 60 (sixty) days of the application date.
- Payment of the applicable review fee, which can be found on the Planning Department web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.



Applicant's Signature

6/22/21

Date



Property Owner's Signature

6/22/2021

Date

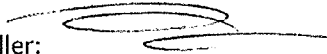
Addendum to Contract

Seller: Lin Chan

Buyer: Quinby Construction, LLC

Seller to be cooperative with Buyer's partition application process with Yamhill County. Buyer to bear all costs associated with the application process and partition. No changes to the lots are to be recorded or finalized until after the sale closes and the Buyer is the vested owner.

All fees associated with the partition application are to be paid or the Buyer's earnest money is irrevocable.

Seller:  Date: 6/22/2021

Buyer:  Date: 6/18/2021

MEMORANDUM

Date: 8/31/21
To: Eric Harrison, Quinby Construction
From: Daniel Danicic, PE
Project: Baker Crest Partition
Subject: Incompleteness Letter Response

This memo is responding the completeness review letter from the City of McMinnville dated 7/23/21. Following are the responses to the additional information requested by the city. City comments are in italics.

17.53.060(A)

(4) For land adjacent to and within the parcel to be partitioned, show locations, names, and existing widths of all streets and easements of way; locations, widths, and purpose of all other existing easements; and location and size of sewer and water lines and drainage ways.

- *Please show the physical improvements, paved area, etc. associated with the emergency access easement.*

RESPONSE: See submitted plan for detail on the access easement.

- *Note: The original subdivision approval included a condition requiring a 25' emergency access easement. The subdivision plat shows a 21' easement. Please clarify why these differ.*

RESPONSE: It is not know why there is a difference between the original conditions and what was recorded. Our submittal is based on the recorded subdivision plat.

(5) Outline and location of existing buildings to remain in place.

- *Please clarify if there are any improvements in place at the top of slope near the south side of the property near the rear lot line of the proposed parcels.*
- **RESPONSE:** Existing improvements found at top of slope of new Lot 2 are shown on the submitted plan. These will be removed during home construction of the lot.

(6) Parcel layout showing size and relationship to existing or proposed streets and utility easements.

- *Please show existing and proposed streets and associated improvements including sidewalks, planter strips, street trees, etc.*

RESPONSE: Refer to submitted plan.

(8) Title report or partition guarantee prepared within 60 (sixty) days of the application date.

RESPONSE: An update title report will be submitted to meet this criteria.

(9) Contour lines related to City datum having minimum intervals of two (2) feet.

- *The property is described as steep slope, but no contours are shown on the tentative plan.*

RESPONSE: Refer to submitted plan.

(11) Location of any natural features...

- *Please show existing natural features and characteristics listed in this section, including trees, and whether any natural features are proposed to be removed or modified.*

RESPONSE: Refer to submitted plan. No natural features are proposed to be removed.

(12) Source, method, and preliminary plans for domestic and other water supplies, sewage disposal, storm water disposal, and other drainage facility plans, and all other utilities.

- *If storm drainage facilities (pipes and catch basins) aren't present along the property frontage, please indicate where surface flows occur to the storm drainage system.*

RESPONSE: The existing storm drainage is westerly along the curb to an existing storm catch basin and pipe system in NW Baker Crest.

- *A condition of approval for the prior property line adjustment that consolidated three parcels into two parcels was to abandon one of the sewer laterals. The application notes the sewer laterals already exist. How was the original sewer lateral abandoned and what will re-establishing it for use entail?*

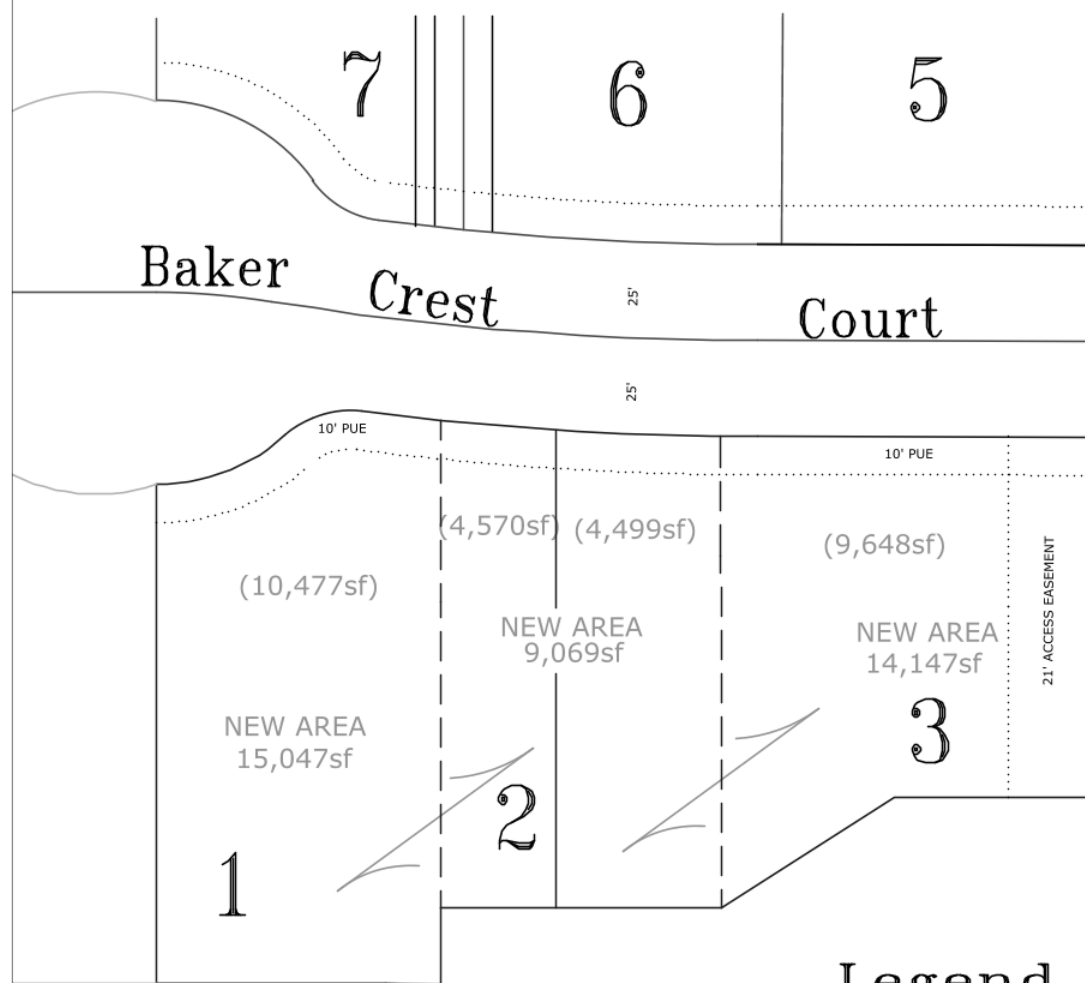
RESPONSE: Based on information from the City of McMinnville Engineering Dept., the original sewer lateral appears to have been cut and capped just behind the curb line. This will be confirmed when the lot is developed.

TENTATIVE LOT LINE ADJUSTMENT

Location: NW 1/4 Section 17, T. 4 S., R. 4 W., WM., City of McMinnville, Lots 1,2 & 3 of NORWEGIAN WOOD SUBDIVISION, Yamhill County, OR

Tax Lot: 4417BA - 8300, 8400 & 8500

Date: 13 August 2012

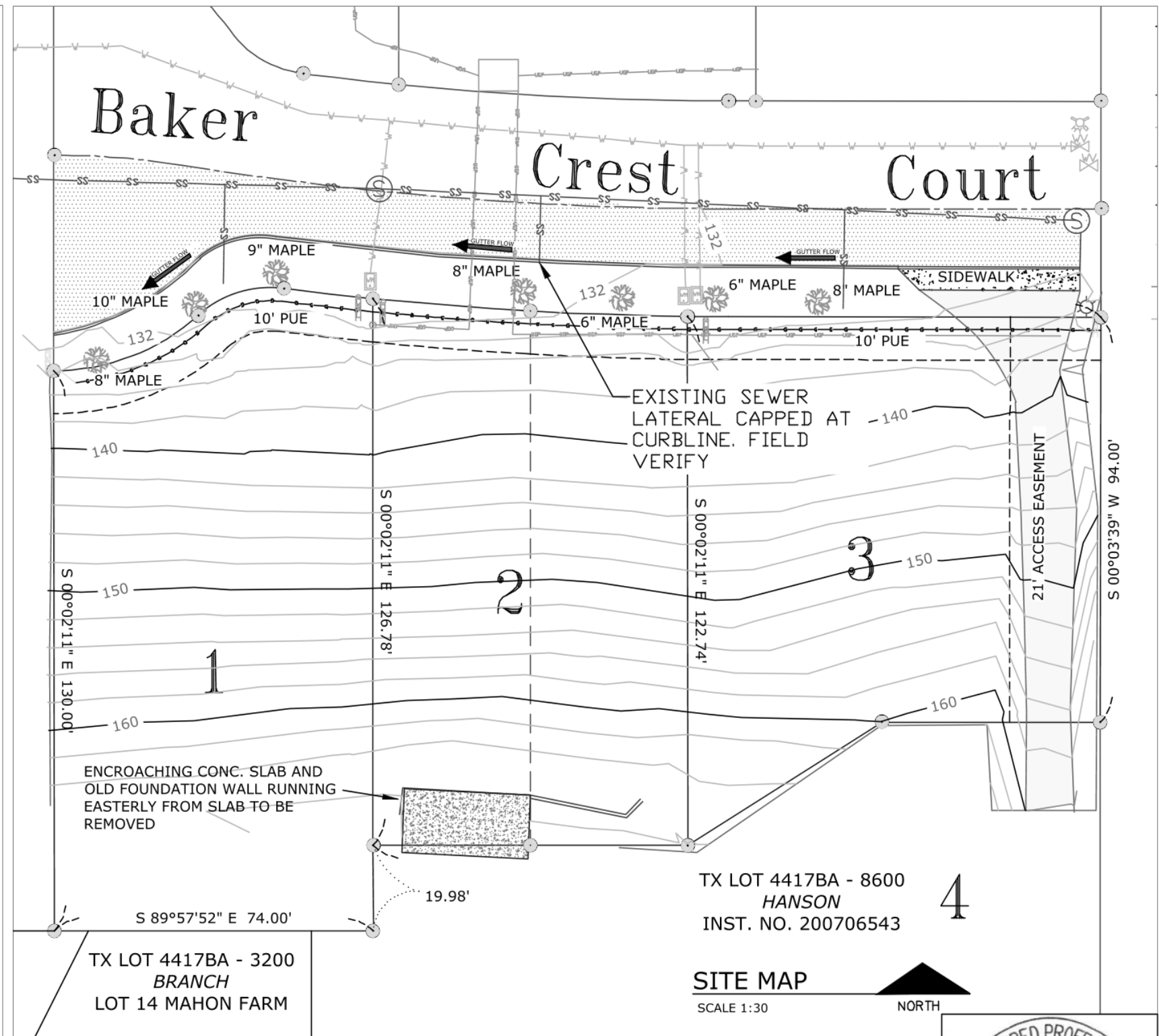


Legend

- = EXISTING LOT LINE
- = PROPOSED LOT LINE



Scale: 1" = 50'



TX LOT 4417BA - 8600
HANSON
INST. NO. 200706543

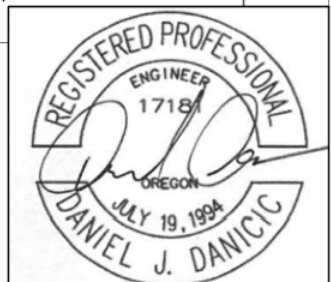
SITE MAP

SCALE 1:30 NORTH

PROJECT CONTACTS

ENGINEER:
YAMHILL LAND DEVELOPMENT SERVICES LLC
PO BOX 1042
NEWBERG, OR 97132
DANIEL DANICIC, PE
503-476-7702
djd.ylds@gmail.com

SURVEYOR:
Leland MacDonald & Assoc., LLC
Formerly dba Matt Dunckel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
503-472-7904
lee@macdonaldsurveying.com



EXPIRES 12/31/21



First American

First American Title Insurance Company

775 NE Evans Street
McMinnville, OR 97128
Phn - (503)376-7363
Fax - (866)800-7294

**PUBLIC RECORD REPORT
FOR NEW SUBDIVISION OR LAND PARTITION**

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

Quinby Construction LLC
1002A North Springbrook Road, Suite 259
Newberg, OR 97132-2024

Phone:

Fax:

Date Prepared : September 02, 2021
Effective Date : 8:00 A.M on August 31, 2021
Order No. : 1039-3816694
Subdivision : Baker Crest Court Partition

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

REPORT

- A. The Land referred to in this report is located in the County of Yamhill, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description Map Tax and Account)

PARCEL 1:

A tract of land in Section 17, Township 4 South, Range 4 West, City of McMinnville, Yamhill County, Oregon, being all of Lot 1 and a portion of Lot 2, NORWEGIAN WOOD SUBDIVISION and being more particularly described as follows:

Beginning at the Southwest corner of said Lot 1; thence North 00°01'10" East 130.00 feet to the Northwest corner of said Lot 1 and the Southerly margin of Baker Crest Court; thence Easterly 36.79 feet along said Southerly margin, which is a non-tangent curve concave to the North having a radius of 50.00 feet (Chord = North 69°08'06" East 35.90 feet) to the beginning of a curve concave to the South having a radius of 25.00 feet; thence Easterly 21.44 feet along said curve (Chord = North 72°38'55" East 20.79 feet) to the beginning of a curve concave to the North having a radius of 835.00 feet; thence Easterly 20.75 feet along said curve (Chord = South 83°29'50" East 20.75 feet) to the Northeast corner of said Lot 1; thence continuing Easterly along said curve 36.61 feet (Chord = South 85°27'55" East 36.61 feet) to an iron rod on the North line of said Lot 2; thence South 00°01'10" West 123.95 feet to an iron rod on the South line of said Lot 2; thence North 89°53'00" West 36.50 feet to the Southwest corner of said Lot 2; thence South 00°01'10" West 19.98 feet to the Southeast corner of said Lot 1; thence North 89°54'31" West 74.00 feet to the point of beginning.

PARCEL 2:

A tract of land in Section 17, Township 4 South, Range 4 West, City of McMinnville, Yamhill County, Oregon, being all of Lot 3 and a portion of Lot 2, NORWEGIAN WOOD SUBDIVISION and being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3; thence South 00° 07' 00" West 94.00 feet to the Southeast corner of said Lot 3; thence North 89° 53' 00" West 50.69 feet along the South line of said Lot 3; thence South 57° 34' 22" West 53.32 feet to the Southwest corner of said Lot 3 which is also the Southeast corner of said Lot 2; thence North 89° 53' 00" West 36.50 feet along the South line of said Lot 2 to an iron rod; thence North 00° 01' 10" East 123.95 feet to an iron rod on the Southerly margin of Baker Crest Court; thence Easterly, 46.08 feet along a non-tangent curve concave to the North having a radius of 835.00 feet (Chord = South 88° 18' 09" East 46.08 feet); thence South 89° 53' 00" East 86.29 feet along the Southerly margin of Baker Crest Court to the point of beginning.

Map No.: R4417BA 08300 and R4417BA 08500
Tax Account No.: 538027 and 538033

EXHIBIT "B"
(Vesting)

Lin C. Chan

EXHIBIT "C"
(Liens and Encumbrances)

1. Taxes for the fiscal year 2021-2022 a lien due, but not yet payable.
2. City liens, if any, of the City of McMinnville.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: July 17, 1992 as Film Volume 272, Page 062, Deed and Mortgage Records
5. Easement as shown on the recorded plat/partition
For: 10 foot utility
Affects: See plat for exact location
6. Easement as shown on the recorded plat/partition
For: 21 foot emergency access
Affects: Parcel 2 - See plat for exact location
7. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: February 28, 2007 as Instrument No. 200704606, Deed and Mortgage Records

NOTE: Taxes for the year 2020-2021 PAID IN FULL

Tax Amount: \$1,750.58
Map No.: R4417BA 08300
Property ID: 538027
Tax Code No.: 40.0
(Affects Parcel 1)

NOTE: Taxes for the year 2020-2021 PAID IN FULL

Tax Amount: \$2,800.60
Map No.: R4417BA 08500
Property ID: 538033
Tax Code No.: 40.0
(Affects Parcel 2)

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.

2. **Liability of the Company.**
 - (a) THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.
 - (b) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (c) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.

3. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.



First American

First American Title Insurance Company
775 NE Evans Street
McMinnville, OR 97128

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.