



Planning Department
 231 NE Fifth Street ◦ McMinnville, OR 97128
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www.mcminnvilleoregon.gov

Office Use Only:	
File No.	<u>241-18</u>
Date Received	<u>5-15-18</u>
Fee	<u>1625.⁰⁰</u>
Receipt No.	<u>18M0096</u>
Received by	<u>SP</u>

Comprehensive Plan Map Amendment/ Zone Change Application

Applicant Information

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

Applicant Name Daniel Danicic Phone 503-476-7702

Contact Name _____ Phone _____
 (If different than above)

Address 3411 HAYSE ST #122

City, State, Zip Newberg, OR 97132

Contact Email djdanicic@gmail.com

Property Owner Information

Property Owner Name Charles E. Parr II Phone 503-474-3137
 (If different than above)

Contact Name Charles Parr Phone _____

Address 1601 NE McDaniel Lane

City, State, Zip McMinnville, OR 97128

Contact Email finishingtouchinc1@frontier.com

Site Location and Description

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

Property Address 1601 NE McDaniel Ln.

Assessor Map No. R4 416-DB - 07100 Total Site Area 45,669 SF

Subdivision _____ Block _____ Lot _____

Comprehensive Plan Designation Industrial Zoning Designation M-1

This request is for a:

Comprehensive Plan Amendment

Zone Change

1. What, in detail, are you asking for? State the reason(s) for the request and the intended use(s) of the property. _____

SEE ATTACHED FOR RESPONSES
TO QUESTIONS

2. Show in detail, by citing specific goals and policies, how your request is consistent with applicable goals and policies of the McMinnville Comprehensive Plan (Vol. 2). _____

3. If your request is subject to the provisions of a planned development overlay, show, in detail, how the request conforms to the requirements of the overlay. _____

4. If you are requesting a Planned Development, state how the proposal deviates from the requirements of the Zoning Ordinance and give justification for such deviation. _____

5. Considering the pattern of development in the area and surrounding land uses, show, in detail, how the proposed amendment is orderly and timely. _____

6. Describe any changes in the neighborhood or surrounding area which might support or warrant the request. _____


7. Document how the site can be efficiently provided with public utilities, including water, sewer, electricity, and natural gas, if needed, and that there is sufficient capacity to serve the proposed use. _____

8. Describe, in detail, how the proposed use will affect traffic in the area. What is the expected trip generation? _____

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 existing and proposed features within and adjacent to the subject site, such as: access; lot and street lines with dimensions; distances from property lines to structures; improvements; and significant features (slope, vegetation, adjacent development, drainage, etc.). If of a larger size, provide five (5) copies in addition to **an electronic copy** with the submittal.
- A legal description of the parcel(s), preferably taken from the deed.
- Payment of the applicable review fee, which can be found on the [Planning Department](#) web page.

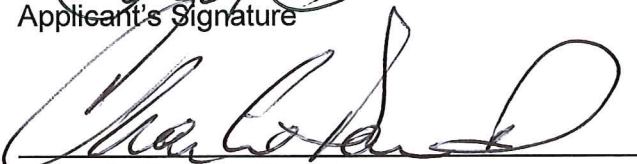
I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.



Applicant's Signature

5-4-18

Date



Property Owner's Signature

5/7/18

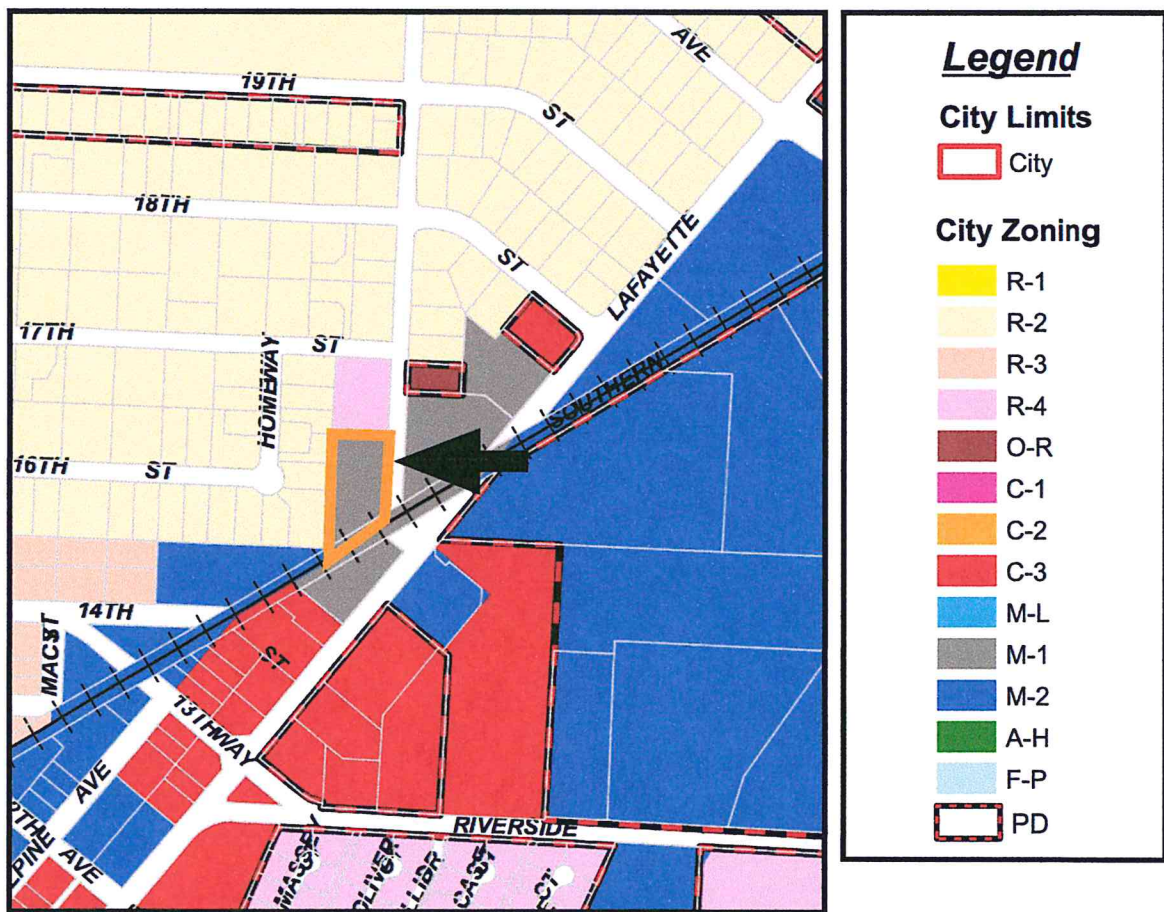
Date

Supporting Narrative for Zone Change Application 1601 NE McDaniel Lane, McMinnville

1. What, in detail, are you asking for? State the Reasons for the request and intended use of the property.

The applicant is seeking a land use approval from the City of McMinnville for a zone change from M-1 to R-4 for the property located at 1601 NE McDaniel Lane.

The applicant desires this change in order to allow for the development of multi-family apartment complex on the site.



2. Show in detail, by citing specific goals and policies, how your request confirms to applicable McMinnville Comprehensive Plan Goals and Policies (Volume 2).

GOAL V 1: TO PROMOTE DEVELOPMENT OF AFFORDABLE, QUALITY HOUSING FOR ALL CITY RESIDENTS.

General Housing Policies:

58.00 City land development ordinances shall provide opportunities for development of a variety of housing types and densities.

59.00 Opportunities for multiple-family and mobile home developments shall be provided in McMinnville to encourage lower-cost renter and owner-occupied housing. Such housing shall be located and developed according to the residential policies in this plan and the land development regulations of the City

RESPONSE: Policies 58 and 59 are satisfied.

The 2001 McMinnville Residential Needs Analysis determined an overall need of 164 acres of R-4 - Residential through the year 2020 (Table B-11). Since 2001, approximately 56.2 acres of land have been rezoned R-4 leaving a deficit of 107.8 acres. This zone change will help to reduce this deficiency.

The change to R-4 zoning will also allow for an apartment project which will provide lower cost housing by offering rental units.

GOAL V 2: TO PROMOTE A RESIDENTIAL DEVELOPMENT PATTERN THAT IS LAND INTENSIVE AND ENERGY-EFFICIENT, THAT PROVIDES FOR AN URBAN LEVEL OF PUBLIC AND PRIVATE SERVICES, AND THAT ALLOWS UNIQUE AND INNOVATIVE DEVELOPMENT TECHNIQUES TO BE EMPLOYED IN RESIDENTIAL DESIGNS. Policies:

68.00 The City of McMinnville shall encourage a compact form of urban development by directing residential growth close to the city center and to those areas where urban services are already available before committing alternate areas to residential use.

RESPONSE: Policy 68 is satisfied as the site is served by existing urban services.

71.09 Medium and High-Density Residential (R-3 and R-4) - The majority of residential lands in McMinnville are planned to develop at medium density range (4 – 8 dwelling units per net acre). Medium density residential development uses include small lot single-family detached uses, single family attached units, duplexes and triplexes, and townhouses. High density residential development (8 – 30 dwelling units per net acre) uses typically include townhouses, condominiums, and apartments:

- 1. Areas that are not committed to low density development;*
- 2. Areas that have direct access from collector or arterial streets;*
- 3. Areas that are not subject to development limitations such as topography, flooding, or poor drainage;*
- 4. Areas where the existing facilities have the capacity for additional development;*
- 5. Areas within one-quarter mile of existing or planned public transportation; and*
- 6. Areas that can be buffered from low density residential areas in order to maximize the privacy of established low density residential areas.*

71.13 The following factors should serve as criteria in determining areas appropriate for high-density residential development:

- 1. Areas which are not committed to low or medium density development;*
- 2. Areas which can be buffered by topography, landscaping, collector or arterial streets, or intervening land uses from low density residential areas in order to maximize the privacy of established low density residential areas;*
- 3. Areas which have direct access from a major collector or arterial street;*
- 4. Areas which are not subject to development limitations;*
- 5. Areas where the existing facilities have the capacity for additional development;*
- 6. Areas within a one-half mile wide corridor centered on existing or planned public transit routes;*
- 7. Areas within one-quarter mile from neighborhood and general commercial shopping centers; and*
- 8. Areas adjacent to either private or public permanent open space.*

RESPONSE: Policies 71.09 and 71.13 are satisfied. This property, zoned M-1, is not committed to low density residential. It will have direct access to McDaniel Lane, a minor collector classification, though it is only 200 feet from NE Lafayette Ave which is a minor arterial (refer to attached Traffic Impact Analysis demonstrating there will not be any detrimental impact to adjacent streets and intersections). The site has no topographical limitations for development and has direct access to existing public facilities. It is within a quarter-mile of public transit on NE Lafayette Ave and public open space (Wortman Park), and can be buffered from adjacent low density neighborhood through measures such as vegetative screening and/or fencing. It is within a half-mile of neighborhood and general commercial shopping at Pacific Highway and NE McDaniel Lane intersection.

Multiple-family Development Policies:

86.00 Dispersal of new multiple-family housing development will be encouraged throughout the residentially designated areas in the City to avoid a concentration of people, traffic congestion, and noise. The dispersal policy will not apply to areas on the fringes of the downtown "core," and surrounding Linfield College where multiple-family developments shall still be allowed in properly designated areas.

89.00 Zoning standards shall require that all multiple-family housing developments provide landscaped grounds. (Ord. 4796, October 14, 2003) VOLUME II Goals and Policies Page 22

90.00 Greater residential densities shall be encouraged to locate along major and minor arterials, within one-quarter mile from neighborhood and general commercial shopping centers, and within a one-half mile wide corridor centered on existing or planned public transit routes. (Ord. 4840, January 11, 2006; Ord. 4796, October 14, 2003) 91.00 Multiple-family housing developments, including condominiums, boarding houses, lodging houses, rooming houses but excluding campus living quarters, shall be required to access off of arterials or collectors or streets determined by the City to have sufficient traffic carrying capacities to accommodate the proposed development. (Ord. 4573, November 8, 1994) 92.00 High-density housing developments shall be encouraged to locate along existing or potential public transit routes.

92.01 High-density housing shall not be located in undesirable places such as near railroad lines, heavy industrial uses, or other potential nuisance areas unless design factors are included to buffer the development from the incompatible use. (Ord. 4796, October 14, 2003)

92.02 High-density housing developments shall, as far as possible, locate within reasonable walking distance to shopping, schools, and parks, or have access, if possible, to public transportation. (Ord. 4796, October 14, 2003)

RESPONSE: Policies 86.00, 89.00, 90.00, 92.01 and 92.02 are satisfied. The location of this Muti-family project does not result in a concentration of high density development. When developed the site will have the required amount of landscaping. This site will have direct access to a collector street, McDaniel Lane (refer to attached Traffic Impact Analysis demonstrating there will not be any detrimental impact to adjacent streets and intersections). Thought site is located adjacent to a railroad line, it will be developed with a landscape and/or fencing buffer. The project site is within reasonable walking distance of the Middle and High schools, public open space at Wortman Park, the shopping area located at the intersection of McDaniel Lane and Pacific Highway as well as public transit on NE Lafayette Ave.

99.00 An adequate level of urban services shall be provided prior to or concurrent with all proposed residential development, as specified in the acknowledged Public Facilities Plan. Services shall include, but not be limited to:

- 1. Sanitary sewer collection and disposal lines. Adequate municipal waste treatment plant capacities must be available.*
- 2. Storm sewer and drainage facilities (as required).*

3. *Streets within the development and providing access to the development, improved to city standards (as required).*
4. *Municipal water distribution facilities and adequate water supplies (as determined by City Water and Light). (as amended by Ord. 4796, October 14, 2003)*
5. *Deleted as per Ord. 4796, October 14, 2003*

RESPONSE: Policy 99.00 is satisfied. A pre-development meeting held with the City and other utilities confirmed that adequate urban services are available at the site or can be extended to provide service. McDaniel Lane currently meets city street standards.

GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER.

117.00 The City of McMinnville shall endeavor to insure that the roadway network provides safe and easy access to every parcel.

118.00 The City of McMinnville shall encourage development of roads that include the following design factors:

1. *Minimal adverse effects on, and advantageous utilization of, natural features of the land.*
2. *Reduction in the amount of land necessary for streets with continuance of safety, maintenance, and convenience standards.*
3. *Emphasis placed on existing and future needs of the area to be serviced. The function of the street and expected traffic volumes are important factors.*
4. *Consideration given to Complete Streets, in consideration of all modes of transportation (public transit, private vehicle, bike, and foot paths). (Ord.4922, February 23, 2010)*
5. *Connectivity of local residential streets shall be encouraged. Residential cul-de-sac streets shall be discouraged where opportunities for through streets exist*

119.00 The City of McMinnville shall encourage utilization of existing transportation corridors, wherever possible, before committing new lands.

120.00 The City of McMinnville may require limited and/or shared access points along major and minor arterials, in order to facilitate safe access flows.

RESPONSE: Policies 117.00, 118.00, 119.00 and 120.00 are satisfied. No new public streets are needed for this zone change. The attached Traffic Impact Analysis demonstrates there will not be any detrimental impact to adjacent streets and intersections.

PARKING Policies:

126.00 *The City of McMinnville shall continue to require adequate off-street parking and loading facilities for future developments and land use changes.*

127.00 *The City of McMinnville shall encourage the provision of off-street parking where possible, to better utilize existing and future roadways and rights-of-way as transportation routes.*

RESPONSE: The proposed site can accommodate the required number of off-street parking spaces.

GOAL VII 1: TO PROVIDE NECESSARY PUBLIC AND PRIVATE FACILITIES AND UTILITIES AT LEVELS COMMENSURATE WITH URBAN DEVELOPMENT, EXTENDED IN A PHASED MANNER, AND PLANNED AND PROVIDED IN ADVANCE OF OR CONCURRENT WITH DEVELOPMENT, IN ORDER TO PROMOTE THE ORDERLY CONVERSION OF URBANIZABLE AND FUTURE URBANIZABLE LANDS TO URBAN LANDS WITHIN THE McMINNVILLE URBAN GROWTH BOUNDARY.

136.00 *The City of McMinnville shall insure that urban developments are connected to the municipal sewage system pursuant to applicable city, state, and federal regulations*

139.00 *The City of McMinnville shall extend or allow extension of sanitary sewage collection lines within the framework outlined below:*

1. *Sufficient municipal treatment plant capacities exist to handle maximum flows of effluents.*
2. *Sufficient trunk and main line capacities remain to serve undeveloped land within the projected service areas of those lines.*
3. *Public water service is extended or planned for extension to service the area at the proposed development densities by such time that sanitary sewer services are to be utilized.*
4. *Extensions will implement applicable goals and policies of the comprehensive plan.*

STORM DRAINAGE Policies:

142.00 *The City of McMinnville shall insure that adequate storm water drainage is provided in urban developments through review and approval of storm drainage systems, and through requirements for connection to the municipal storm drainage system, or to natural drainage ways, where required.*

143.00 *The City of McMinnville shall encourage the retention of natural drainage ways for storm water drainage.*

WATER SYSTEM Policies:

144.00 *The City of McMinnville, through McMinnville Water and Light, shall provide water services for development at urban densities within the McMinnville Urban Growth Boundary.*

145.00 The City of McMinnville, recognizing McMinnville Water and Light as the agency responsible for water system services, shall extend water services within the framework outlined below:

- 1. Facilities are placed in locations and in such a manner as to insure compatibility with surrounding land uses.*
- 2. Extensions promote the development patterns and phasing envisioned in the McMinnville Comprehensive Plan.*
- 3. For urban level developments within McMinnville, sanitary sewers are extended or planned for extension at the proposed development densities by such time as the water services are to be utilized.*
- 4. Applicable policies for extending water services, as developed by the City Water and Light Commission, are adhered to*

147.00 The City of McMinnville shall continue to support coordination between city departments, other public and private agencies and utilities, and McMinnville Water and Light to insure the coordinated provision of utilities to developing areas. The City shall also continue to coordinate with McMinnville Water and Light in making land use decisions.

WATER AND SEWER--LAND DEVELOPMENT CRITERIA Policies:

151.00 The City of McMinnville shall evaluate major land use decisions, including but not limited to urban growth boundary, comprehensive plan amendment, zone changes, and subdivisions using the criteria outlined below:

- 1. Sufficient municipal water system supply, storage and distribution facilities, as determined by McMinnville Water and Light, are available or can be made available, to fulfill peak demands and insure fire flow requirements and to meet emergency situation needs.*
- 2. Sufficient municipal sewage system facilities, as determined by the City Public Works Department, are available, or can be made available, to collect, treat, and dispose of maximum flows of effluents.*
- 3. Sufficient water and sewer system personnel and resources, as determined by McMinnville Water and Light and the City, respectively, are available, or can be made available, for the maintenance and operation of the water and sewer systems.*
- 4. Federal, state, and local water and waste water quality standards can be adhered to.*
- 5. Applicable policies of McMinnville Water and Light and the City relating to water and sewer systems, respectively, are adhered to.*

RESPONSE: Policies 136.00, 139.00, 139.00, 142.00, 143.00, 144.00, 145.00, 147.00 and 152.00 are satisfied. Adequate levels of sanitary sewer, storm sewer, water either presently serve or can be made to serve the site.

153.00 The City of McMinnville shall continue coordination between the planning and fire departments in evaluating major land use decisions.

155.00 The ability of existing police and fire facilities and services to meet the needs of new service areas and populations shall be a criterion used in evaluating annexations, subdivision proposals, and other major land use decisions.

RESPONSE: Policies 153.00 and 155.00 are satisfied. The subject property will meet requirements for any and all emergency services.

GOAL X 1: TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMINNVILLE

188.00 The City of McMinnville shall continue to provide opportunities for citizen involvement in all phases of the planning process. The opportunities will allow for review and comment by community residents and will be supplemented by the availability of information on planning requests and the provision of feedback mechanisms to evaluate decisions and keep citizens informed.

RESPONSE: Policy 188.00 is satisfied. Citizen involvement is provided through a pre-application neighborhood meeting that was held by the applicant on April 11, 2018. Documentation of this meeting is attached to this application. The public also has access to this application and has opportunity to provide testimony and ask questions during the hearing process.

3. Is your request subject to the provisions of a planned development overlay, show, in detail, how the request confirms to the requirements of the overlay.

This site is not subject to a planned development overlay.

4. If you are requesting a Planned Development, state how the proposal deviates from the requirements of the city code and give justification for such deviation.

No planned development overlay is proposed.

5. Considering the pattern of development in the area and surrounding land uses, show, in detail how the proper amendment is orderly and timely.

This proposal is orderly as the property to the north is zoned R-4 and the property to west is R-2, so the proposed R-4 zone is in keeping with adjacent residential designations. It is timely as as McMinnville has identified a need for additional multi-family housing.

6. Describe changes in the neighborhood or surrounding area which support or warrant the request.

Property to the north is currently zoned R-4. Approving this zone change to R-4 is consistent with the city's desire to achieve higher density.

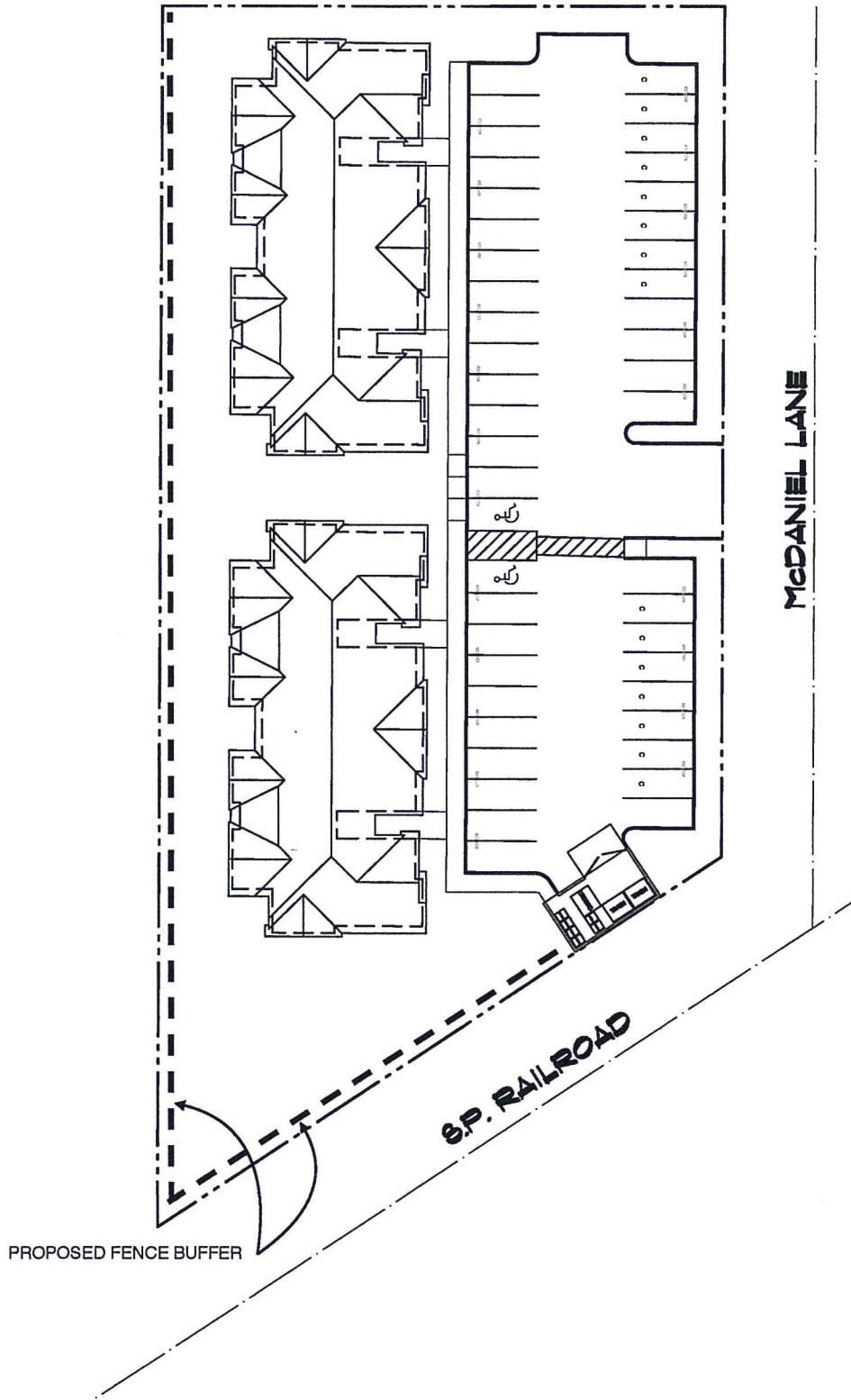
7. Describe how the site can be efficiently provided with public utilities, including water, sewer, electricity and natural gas, if needed, and that there is sufficient capacity to serve the proposed use.

At the pre-development meeting with the City, staff indicated that sanitary sewer is available at the northwest corner of the site and that storm drainage can be provided by way of an extension along NE McDaniel Lane from NE 17th Street. McMinnville Water and Light indicated that there is water capacity and electricity are available from existing facilities in or along NE McDaniel Lane.

8. Describe in detail, how the proposed use will affect traffic in the area. What is the expected trip generation.

Refer to the attached Traffic Impact Analysis prepared by A.T.E.P. Inc. dated April 5, 2018.

CONCEPT SITE PLAN



SITE PLAN

1"=30'



LOT INFORMATION

TAX LOT 1100,
SECTION 16, T. 4 S., R. 4 W.,
WILLAMETTE MERIDIAN,
CITY OF McMINNVILLE,
YAMHILL COUNTY, OREGON

LEGAL DESCRIPTION



First American

*my*FirstAm® Combined Report

1601 Ne Mcdaniel Ln, McMinnville, OR 97128

Property Address:

**1601 Ne Mcdaniel Ln
McMinnville, OR 97128**



First American

myFirstAm® Tax Map

1601 Ne Mcdaniel Ln, McMinnville, OR 97128



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NN



TRUST DEED

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for recording on _____ at _____ o'clock _____ M and recorded in _____

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK



\$36.00

200902129 3:52:16 PM 2/18/2009

DMR-DTDMR Cnt=1 Str=3 SUSIE
\$15.00 \$10.00 \$11.00

Grantor's Name and Address
Beneficiary's Name and Address
After recording, return to (Name, Address, Zip):
~~Charles E. Parr II~~ Michael Flanigan
PO Box 768 c/o Oregon Mainline Paving
McMinnville, OR 97128

THIS TRUST DEED, made on _____, between
CHARLES E. PARR II, as Grantor,
First American Title, as Trustee, and
Oregon Mainline Paving LLC, as Beneficiary,

WITNESSETH:

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

See Exhibit "A" attached.

FIRST AMERICAN TITLE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$80,000 Eighty thousand dollars and no/100

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on June 20, 2011

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

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

- 1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
- 2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
- 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 the 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 the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ max ins value, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the 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 of default hereunder or invalidate any act done pursuant to such notice.
- 5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the 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 the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to 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. 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. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall be a breach of this trust deed.
- 6. To pay all costs, fees and expenses of this trust, 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 and attorney 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 or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal. It is mutually agreed that:
- 8. In the event that any portion or all of the 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 fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney 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. 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.

NOTE: The Trust Deed 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 896.505 to 896.585.
*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.
**The publisher suggests that such an agreement address the issues of obtaining beneficiary's consent in complete detail.



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 the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (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 shall be conclusive proof of the truthfulness thereof. Trustee 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 the 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 fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any 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 grantor's 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 event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust 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 a written notice of default and election to sell the 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 the 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 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 the sale may be postponed as provided by law. The trustee may sell the 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 any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors 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 to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant 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.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*

(a) primarily for grantor's personal, family or household purposes (see Important Notice below).

(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, trustee and/or beneficiary may each 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 provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary **MUST** comply with the Act and Regulation by making required disclosures. For this purpose use Stevens-Ness Form No. 1319, or the equivalent. If compliance with the Act is not required, disregard this notice.

Charles E Parr II

 Charles E Parr II

STATE OF OREGON, County of Yamhill) ss. 2-9-09
 This instrument was acknowledged before me on _____

by Charles E Parr II

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Donna Befus

 Notary Public for Oregon
 My commission expires _____



REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____, Trustee
 The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to _____

DATED _____
 Do not lose or destroy this Trust Deed OR THE NOTE which it secures.
 Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary

EXHIBIT "A"

A parcel of land being part of that deed recorded April 8, 1985 in Film Volume 192, Page 1006, Deed Records of Yamhill County, Oregon, located in the Southeast 1/4 Section 16, Township 4 South, Range 4 West, Willamette Meridian, and being a portion of the Madison Malone D.L.C. No. 49, Yamhill County, Oregon, being more particularly described as follows:

Beginning at a 5/8" Iron Rod at the northeast corner of Lot 5, in Block 13, in Oak Park Addition to the City of McMinnville, Yamhill County, Oregon, as set by County Survey 10708, and recorded in Volume Y, Page 38, Survey Records of Yamhill County, Oregon said Iron Rod set on the westerly margin of Alpine Avenue; thence North $38^{\circ}01'33''$ East a distance of 109.94 feet along the westerly margin of Alpine Avenue; thence leaving the westerly margin of Alpine Avenue South $51^{\circ}58'27''$ East a distance of 30.00 feet; thence North $38^{\circ}01'33''$ East a distance of 36.69 feet; thence North $51^{\circ}58'27''$ West a distance of 30.00 feet to an Iron Rod set on the easterly margin of the Southern Pacific Railroad Right-of-way; thence South $57^{\circ}17'56''$ West along the said easterly Right-of-way, a distance of 155.33 feet to the northwest corner of Lot 5, Block 13, Oak Park Addition; thence South $51^{\circ}58'27''$ East a distance of 51.27 feet to the point of beginning and containing 4,842 square feet of land more or less.

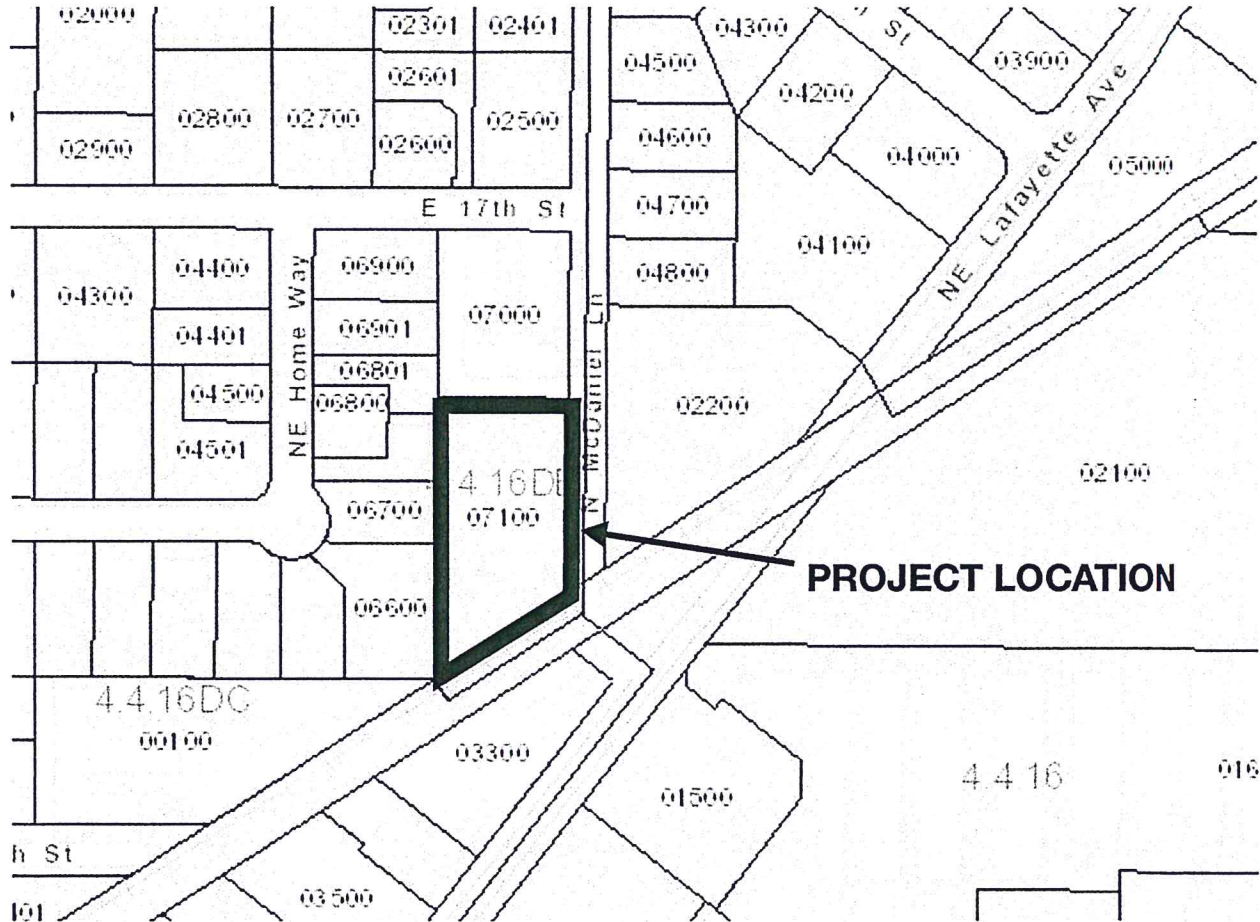
EVIDENCE OF COMPLIANCE
OF
NEIGHBORHOOD MEETING

NEIGHBORHOOD MEETING NOTICE

March 20, 2018

Dear Neighbor,

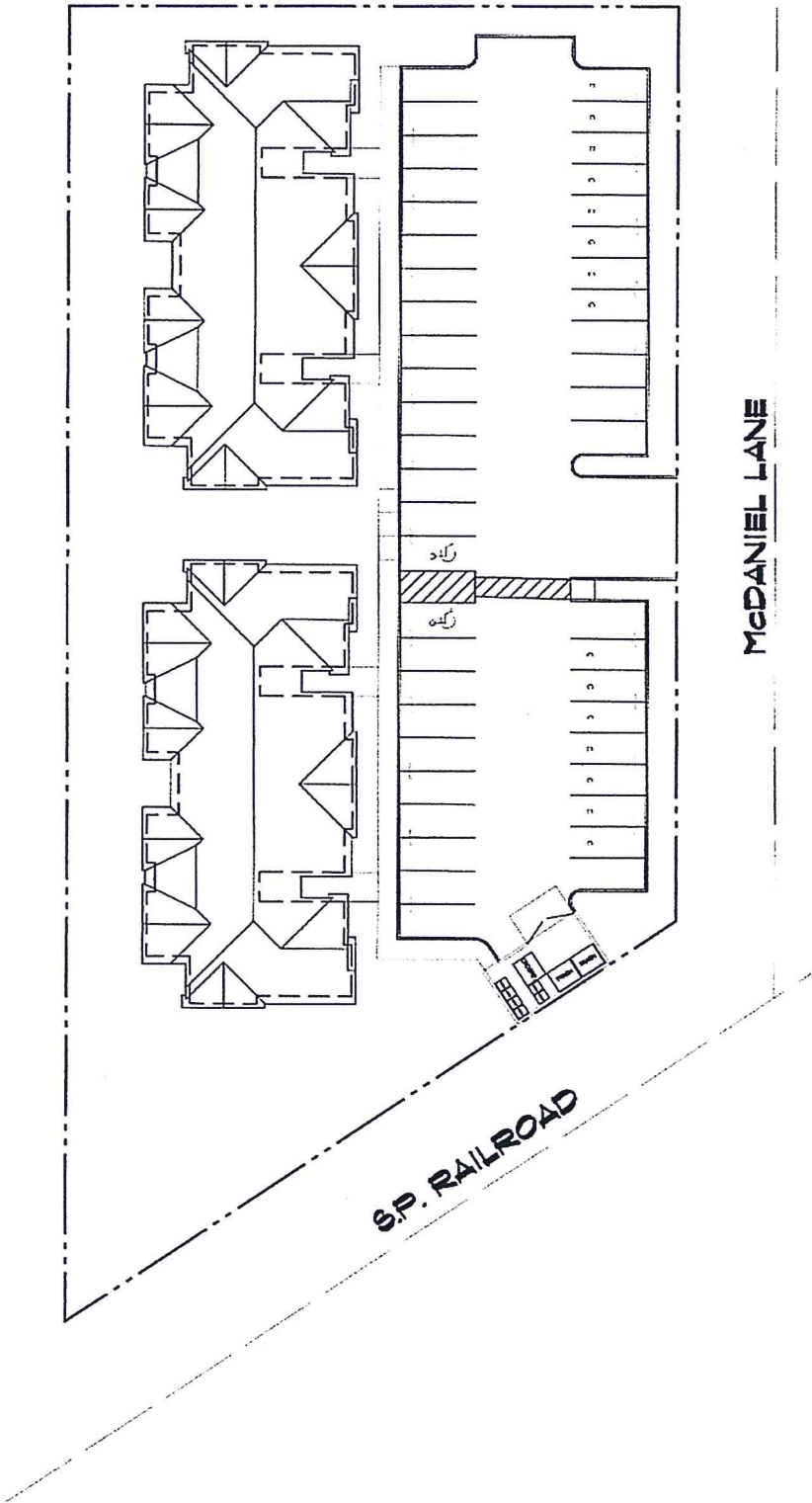
We are proposing to build an apartment complex at 1601 NE McDaniel Lane, McMinnville Oregon 97128.



We are holding an open neighborhood meeting to present this project, answer your questions and provide an opportunity for you identify any issues you believe should be addressed.

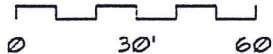
The meeting will be held in Carnegie Room of the McMinnville Public Library on April 11, 2018 at 6:30 PM. The library is located at 225 NW Adams Street.

A conceptual plan is provided on the other side of this notice.



SITE PLAN

1"=30'



PEREZ MIGUEL MARTINEZ
1520 NE 16TH ST
MCMINNVILLE OR 97128

HILTON ELDON W & JUNE C
1525 E 17TH ST
MCMINNVILLE OR 97128

HAMILTON ROBERT K
1550 NE 17TH ST
MCMINNVILLE OR 97128

CASPERS JAMES W
1475 NE 16TH ST
MCMINNVILLE OR 97128

KING ROGER R
PO BOX 12962
SALEM OR 97309

VANTAGE HOMES LLC
1761 THIRD ST #103
NORCO CA 92860

SEWARD BLAKE E
1625 NE 17TH ST
MCMINNVILLE OR 97128

BREITENBUCHER CHERYL L
1625 NE HOME WY
MCMINNVILLE OR 97128

NAVARRA DUANE P & CATHY A
1450 E 16TH ST
MCMINNVILLE OR 97128

MAFFIN MICHAEL S
1610 NE HOME WY
MCMINNVILLE OR 97128

HANSEN TYSON
1712 MCDANIEL LN
MCMINNVILLE OR 97128

BRINDLEY PROPERTY HOLDINGS LLC
1594 SW FELLOWS ST
MCMINNVILLE OR 97128

DRUSE STEPHEN E
20101 SW TENINO CT
TUALATIN OR 97062

DOTY MICHAEL E
17980 NE HILLSIDE DR
NEWBERG OR 97132

SHERMAN MARKA
PO BOX 483
MCMINNVILLE OR 97128

CLARK ROBERT C
1630 NE HOME WAY
MCMINNVILLE OR 97128

PACIFIC RENTALS AND STORAGE LLC
15055 SW 150TH CT
BEAVERTON OR 97007

KAER STEVEN
17110 CEDAR RD
LAKE OSWEGO OR 97034

WIDMER JACE D
1450 NE 17TH ST
MCMINNVILLE OR 97128

M K MORRIS LLC
1405 NE LAFAYETTE AVE SUITE E
MCMINNVILLE OR 97128

SANDOVAL RICARDO
1702 NE MCDANIEL LN
MCMINNVILLE OR 97128

WILLIAMS MAXWELL
1626 NE HOME WAY
MCMINNVILLE OR 97128

GORMLEY EDWARD J 50% &
1020 NW BAKER CREST CT
MCMINNVILLE OR 97128

SCHOKO PROPERTIES LLC
19191 SW PEAVINE RD
MCMINNVILLE OR 97128

AIKEN TIFFANNIE L
1602 NE HOME WAY
MCMINNVILLE OR 97128

FISHER JODY S
1508 NE 16TH ST
MCMINNVILLE OR 97128

DOTY MICHAEL E
17980 NE HILLSIDE DR
NEWBERG OR 97132

MILLER STEPHEN D & AUDREY 1/2 &
17211 NE 167TH AVE
BRUSH PRAIRIE WA 98606

KLAUS DEAN C & DEBRA A
450 NW 7TH ST
MCMINNVILLE OR 97128

HF PROPERTIES
720 NW MICHELBOOK CT
MCMINNVILLE OR 97128

YOUR SPACE PUBLIC STORAGE LLC
450 NW 7TH ST
MCMINNVILLE OR 97128

Photo of posted sign



Neighborhood Meeting Notes

April 11, 2018

6:30 PM held in the Carnegie Room of the McMinnville Public Library

Materials presented consisted of copies of the mailed meeting notice which included a concept site plan.

Summary of Comments from attendees:

Privacy

- Noise
- Sight lines from 2nd and 3rd floors
- Light

Suggestions

- Frosted glass
- Orient buildings so side faces residents
- Design without decks or windows at rear
- Tall vegetative buffer
- Improve the west fence line
- Have parking lot on west side to move building closer to McDaniel

Blocking sunlight into yards

Traffic

How will increased traffic affect intersections on McDaniel

Will school bus stop in front of site

Misc

Increase rodents from site construction or future trash enclosure

This will reduce my property values

Will there be an on-site manager

Will there be a park or play structure

One comment that an apartment project better than potential other industrial uses.

Revisions made to concept plan based on comments:

The applicant investigated changing the orientation of the apartment units to address the main concerns of those attending the meeting. It was determined that to comply with the front setback requirement of 20 feet along NE McDaniel Lane an effective and efficient layout could not be created for the site and accommodate either emergency services or trash collection.