

**Planning Department**  
 231 NE Fifth Street ◦ McMinnville, OR 97128  
 (503) 434-7311 Office ◦ (503) 474-4955 Fax  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

<b>Office Use Only:</b>	
File No.	<u>PDA 2-18</u>
Date Received	<u>10/18/18</u>
Fee	<u>442.<sup>50</sup></u>
Receipt No.	<u>18M0222</u>
Received by	<u>RH</u>

## Planned Development Amendment Application

### Applicant Information

**Applicant is:**  Property Owner    Contract Buyer    Option Holder    Agent    Other \_\_\_\_\_

Applicant Name Cottages at Chegwyn Village LLC Phone 503.435.2412

Contact Name Alan Ruden Phone \_\_\_\_\_  
*(If different than above)*

Address PO Box 570

City, State, Zip McMinnville, OR 97128

Contact Email alanruden@comcast.net

### Property Owner Information

Property Owner Name Same as above. Phone \_\_\_\_\_  
*(If different than above)*

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Email \_\_\_\_\_

### Site Location and Description

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

Property Address North of the Cottages at Chegwyn Village

Assessor Map No. R4      4 - 4      - 09 Total Site Area 1.8 acres

Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Comprehensive Plan Designation Residential Zoning Designation R4-PD

1. Show in detail how your request seeks to amend the existing planned development overlay. State the reason(s) for the request and the intended use(s) of the property: \_\_\_\_\_

See attached Written Findings

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 (Volume II): \_\_\_\_\_

See attached Written Findings

3. Considering the pattern of development in the area and surrounding land uses, show, in detail, how the proposed amendment is orderly and timely: \_\_\_\_\_

See attached Written Findings

4. Describe any changes in the neighborhood or surrounding area which might support or warrant the request: \_\_\_\_\_

See attached Written Findings

5. 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: \_\_\_\_\_

See attached Written Findings

6. Describe, in detail, how the proposed use will affect traffic in the area. What is the expected trip generation? \_\_\_\_\_

See attached Written Findings

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

- A site plan (drawn to scale, legible, and of a reproducible size). The site plan should show existing and proposed features such as: access; lot and street lines with dimensions in feet; distances from property lines; improvements; north direction arrow, and significant features (slope, vegetation, adjacent development, drainage, etc.).*
- A copy of the current planned development overlay ordinance.*
- A legal description of the subject site, 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

10.11.2018

Date



Property Owner's Signature

10.11.2018

Date

## PLANNED DEVELOPMENT AMENDMENT & SUBDIVISION NARRATIVE

### **1. Show in detail your request for Planned Development? State the reasons for the request and the intended use of the property?**

Please refer the Tentative Subdivision Plan, Preliminary plat, Overall Utility Plan and Overall Drainage Plan for your reference.

The Applicant, is seeking to amend the existing Planned Development (PD) land use approval from the City of McMinnville in order to vary from the underlying R-4 PD zone.

The PD Amendment seeks to amend the overlay on 2.40 acres (Cottages Phase II) that is located in the NE Corner of the 9.38 acre parent parcel in order to meet the market need of smaller single family dwelling units and meet the City goals of increases density due to the R-4 zone.

The intended use of the Cottages at Chegwyn Village Phase II portion of the subject property is a 28 lot alley loaded detached bungalow style single family housing subdivision. There are 4 shared parking stalls that access the alley for every two dwelling units. The overall concept is consistent with The Bungalows at Chegwyn Village Phase I, II and III located to the south east and west of this proposed project. In addition, the density for this phase would be just under 12 DU/acre, greater than the existing subdivisions to the south east and west, but less than the apartments (Cottages Phase I) located to the south.

The existing PD zone included the following code deviations:

1. Average Lot Size from 5,000 SF to 4,900 SF
2. Reduced front yard setback from 15ft to 10ft.
3. Reduced side yard setback for garages to 0ft.

The proposed PD Amendment proposes the following adjustments.

1. Reduce average lot size from 4,900 SF to 2,925 SF
2. Maintain front yard setback of 10 ft (No change)
3. Reduce side yard setback from 5 ft to 3 ft.

#### PD Amendment No. 1- Average Lot Size

The approved average lot size for the PD is 4,900 SF. The applicant is proposing the reduce the approved average lot size to 2,925 SF, with the minimum lot size of 2,702 SF and a maximum lot size of 3,789 SF. The proposed average lot area for this project does not meet the original PD approval. However, the R-4 zone permits common wall single family dwelling structures provided the lot area exceeds 2,500 square feet, and the proposed lots exceed this threshold and meet the intent of the code regarding density.

PD Amendment No. 2- Reduced Front Yard Setback

The Applicant desires to keep the front yard setback of 10-ft for planned development. However, only lots 1 through 14 will use this reduced setback. Lots 15 through 28 will be 17-ft due to the existing MP&L utility easement.

PD Amendment No. 3- Reduced Side Yard Setback for Dwelling Unit

The Applicant requests to reduce the both side yard setbacks 5-ft to 3-ft for lots 1 through 14, and reduce one of the side yard setbacks from 5-ft to 3-ft for lots 16 thru 27. Reducing the site yards to 3-ft allows the applicant to maintain density of the underlying R-4 zone. In addition, unlike town homes, there will not be the need for any complicated shared wall maintenance agreements. This allows the applicant to meet the City zone requirement for density and the marked demand for detached single family homes.

**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 (Volume II)**

The requested zone change complies with the following applicable McMinnville Comprehensive Plan Goals and Policies:

- *Policy 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.*  
Applicants Response: Policy 68 is satisfied. Urban services exist adjacent to the subject site and are available to serve the subject property.
- *Policy 71.00 The City of McMinnville shall designate specific lands inside the urban growth boundary as residential to meet future projected housing needs. Lands so designated may be developed for a variety of housing types. All residential zoning classifications shall be allowed in areas designated as residential on the Comprehensive Plan Map.*  
Applicants Response: Policy 71.00 is satisfied. The Applicant proposes to develop a dense bungalow style housing with parking placed behind the homes and served by a rear alley access. This style of housing is not common to the McMinnville housing market and will help to diversify the types of housing available to the community.
- *Policy 71.05 The City of McMinnville shall encourage annexations and rezoning which are consistent with the policies of the Comprehensive Plan so as to achieve a continuous five-year supply of buildable land planned and zoned for all needed housing types. (Ord. 4840, January 11, 2006; Ord. 4243, April 5, 1983; Ord. 4218, November 23, 1982)*

Applicants Response: Policy 71.05 is satisfied. The property was recently annexed with voter approval. Approval of the requested zone change from a low density county zone EFU-80 to R-4PD will ensure the properly zoned urban land is available to help the City achieve the continuous five-year supply of buildable land.

- *Policy 73.00 Planned residential developments which offer a variety and mix of housing types and prices shall be encouraged.*

Applicants Response: Policy 73.00 is satisfied. The existing PD overlay zone has larger alley loaded bungalow style homes, and apartments. Approving the PD modification would allow for a greater variety of housing types and price ranges.

- *Policy 75.00 & 76.00 Common open space in residential planned developments shall be designed to directly benefit the future residents of the developments. When the open space is not dedicated to or accepted by the City, a mechanism such as a homeowners association, assessment district, or escrow fund will be required to maintain the common area. Parks, recreation facilities, and community centers within planned developments shall be located in areas readily accessible to all occupants.*

Applicants Response: Policy 75.00 and 76.00 is satisfied. There is an existing City Park (Chegwyn Farms Neighborhood Park) located just over a block and one house depth to the south of this proposed development, that is readily accessible to all occupant's via a shared use path off of NE Samson Street, and vehicular access off of NE Hembree Street.

- *Policy 77.00 & 78.00 The internal traffic system in planned developments shall be designed to promote safe and efficient traffic flow and give full consideration to providing pedestrian and bicycle pathways. Traffic systems within planned developments shall be designed to be compatible with the circulation patterns of adjoining properties.*

Applicants Response: Policy 77.00 and 78.00 is satisfied. The internal traffic system extends and connects existing public streets and sidewalks that provide compatible patterns with the adjoining properties, efficient traffic circulation and provide sidewalks and streets for bikes in accordance with the TSP.

- *Policy 81.00 Residential designs which incorporate pedestrian and bikeway paths to connect with activity areas such as schools, commercial facilities, parks, and other residential areas, shall be encouraged.*

Applicants Response: Policy 81.00 is satisfied. The proposed development abuts McDonald Lane a public street that provides both pedestrian and bicycle access that h connect the City Park, Grandhaven Elementary School and the commercial core along Hwy 99 to the south.

- *Policy 82.00 The layout of streets in residential areas shall be designed in a manner that preserves the development potential of adjacent properties if such properties are recognized for development on the McMinnville Comprehensive Plan Map.*

Applicants Response: Policy 82.00 is satisfied. Autumn Ridge can be extended east to serve future adjacent development and McDonald Lane can be extended north to serve norther adjacent properties.

- *Policy 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 & Light).*

Applicants Response: Policy 99.00 is satisfied. Urban services can be provided concurrently with the proposed residential development and are proposed to be constructed that way. Sanitary sewer is available in McDonald Lane and is proposed to be extended to service this project. There is an existing 15inch storm drain line in McDonald Lane that is proposed to be extended to service this project. McDonald Lane and Autumn Ridge streets are proposed to be extended as part of this project. Water and power are available to serve the subject property and are located in Autumn Ridge, McDonald Lane and NE Jacob Street. 8 inch water lines in Autumn Ridge and McDonald Lane is proposed to be extended with this project.

- *Policy 117.00 & 118.00 The City of McMinnville shall endeavor to insure that the roadway network provides safe and easy access to every parcel. 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) VOLUME II Goals and Policies Page 28*
  5. *Connectivity of local residential streets shall be encouraged. Residential cul-de-sac streets shall be discouraged where opportunities for through streets exist.*

Applicants Response Policies 117.00 and 118.00 are satisfied. Every parcel will be served by a private alley that accesses a public street. The private alley will be paved and access public streets via a driveway approach constructed to City standards. Public Streets including Autumn Ridge and McDonald Lane will be extended to service the property and provide the ability to extend in the future. Streets will be constructed to City standards with asphalt, curbs, sidewalks and planter strips, that provide multi-modal transportation needs.



- Policy 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.*  
Applicants Response Policy 120.0 is satisfied. Public local street access Autumn Ridge and Peyton Lane from two locations that meet City design standards.
- Policy 122.00 The City of McMinnville shall encourage the following provisions for each of the three functional road classifications:*

  - 2. Major, minor collectors. –Designs should minimize impacts on existing neighborhoods. –Sufficient street rights-of-way should be obtained prior to development of adjacent lands. –On-street parking should be limited wherever necessary. –Landscaping should be required along public rights-of-way. (Ord.4922, February 23, 2010) –As far as is practical, residential collector streets should be no further than 1,800 feet apart in order to facilitate a grid pattern of collector streets in residential areas.*
  - 3. Local Streets –Designs should minimize through-traffic and serve local areas only. –Street widths should be appropriate for the existing and future needs of the area. –Off-street parking should be encouraged wherever possible. –Landscaping should be encouraged along public rights-of-way.*

Applicants Response Policy 122.00 (2) & (3) is satisfied. The applicant is extending McDonald Lane a minor collector to service this project per City Design Standards that include specified ROW, parking and landscaping. The applicant is extending Autumn Ridge a local street per City Design Standards that include specified ROW, parking and landscaping. Since the streets will be designed and constructed to City standards this policy is met.
- Policy 126.00 & 127.00 126.00 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.*

Applicants Response Policies 126.00 and 127.00 are satisfied. Two parking spaces will be provided on each lot. These parking spaces will encourage off-street parking.
- Policy 132.00 The City of McMinnville shall encourage development of subdivision designs that include bike and foot paths that interconnect neighborhoods and lead to schools, parks, and other activity areas. (Ord. 4922, February 23, 2010; Ord. 4260, August 2, 1983)*

Applicants Response Policy 132.00 is satisfied. The tentative plan for the subject property provides for public walkways that connect to adjacent neighborhoods, the adjacent City park and provide direct access to the Grandhaven Elementary School and the future middle school site.

- Policy 136.00 & 139.00 *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: VOLUME II Goals and Policies Page 48*
  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.*

Applicants Response Policy 136.00 and 139.00 are satisfied. A public sanitary sewer collection system will be constructed with the development of the streets and public utilities to provide service to each individual lot within the subject development. The proposed 8 inch sanitary sewer extension in McDonald Lane has sufficient capacity to service the subdivision based on the proposed density of the project.

- Policy 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.*  
Applicants Response Policy 142.00 is satisfied. Adequate capacity is available in the existing 15 inch public storm drain line in McDonald Lane that is proposed to be extended to service the project.

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

The proposal is orderly in that it conforms to the applicant and property owner's desire to achieve a higher density single family development that is different from the typical single family housing with front entry garages occupying a large portion of the lot frontage. Rear home access and front porches will give more emphasis to the front of the structure and promote a more neighborly and pedestrian friendly and aesthetically pleasing neighborhood. In addition, this proposed development style will carry on the existing pattern of development from the west.

**4. Describe any changes in the neighborhood or surrounding area, which might support or warrant the request.**

The subject property was approved by the voters for a residential use. The Applicant's existing R-4 residential use is consistent with the City's desire to achieve higher density in the northeast area of town.

**5. Document how the site will be provided with public utilities, including water, sewer, electricity and natural gas. Show that the utility system currently serves or can be extended to the site and that there is capacity to serve the proposed use.**

Please refer to the Overall Utility Plan.

There is an existing 8-inch water line located in McDonald Lane and NE Jacob Street, which can be extended to service this development.

There is an 8-inch sanitary sewer line located in McDonald lane that has capacity and depth to serve this development. The capacity is based on the Facility Plans assumption that the sewers are sized for 12 DU/acre, which is slightly above the proposed development density.

There is a 15-inch storm drain line located in McDonald lane that has capacity and depth to serve this development.

Power, natural gas and telephone all exist in McDonald Lane and NE Jacob Street and can be extended to serve the site.

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

Based on the ITE daily trip rate of 9.6 trips per day, the proposed 28 lots are anticipated to generate approximately 269 vehicle trips per day. This new traffic will take likely take the alley to one of the two local streets that connect to McDonald Lane. McDonald Lane is a minor collector which is intended to receive higher volumes of traffic based on the City's Transportation Plan.



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<b>Office Use Only:</b>	
File No.	<u>S2-18</u>
Date Received	<u>10-18-18</u>
Fee	<u>2045.<sup>00</sup></u>
Receipt No.	<u>18M0222</u>
Received by	<u>SP</u>

## Tentative Subdivision Application

### Applicant Information

**Applicant is:**  Property Owner    Contract Buyer    Option Holder    Agent    Other \_\_\_\_\_

Applicant Name Cottages at Chegwyn Village LLC Phone 503.435.2412

Contact Name Alan Ruden Phone \_\_\_\_\_

*(If different than above)*

Address PO Box 570

City, State, Zip McMinnville, OR 97128

Contact Email alanruden@comcast.net

### Property Owner Information

Property Owner Name Same as above Phone \_\_\_\_\_

*(If different than above)*

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Email \_\_\_\_\_

### Site Location and Description

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

Property Address North of the Cottages at Chegwyn Village

Assessor Map No. R4 4 - 4 - 09 Total Site Area 1.8 acres

Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Comprehensive Plan Designation Residential Zoning Designation R4-PD

**Subdivision Information**

1. What is this application for?

- Subdivision (10 (ten) or fewer lots)
- Subdivision (more than 10 (ten) lots)

2. Briefly describe the project: The project includes the construction of an alley loaded 28 lot  
subdivision that is consistant with the surrounding existing  
development.

3. Name of proposed subdivision: Cottages at Chegwyn Village Phase II

4. Size of proposed subdivision in acres or square feet: 1.88 acres

5. Number of lots: 28 Minimum lot size: 2,702 SF

6. Number and type of Residential Units: 28 single family residential homes

7. Average lot size: \_\_\_\_\_ Gross density per acre of entire subdivision: 15.6 units/ac

8. Total anticipated population: 28 x 2.7 =76 people

9. Size of park(s)/open space in acres or square feet: None, existing park is located to the south.

10. General description of the subject site and current land use: \_\_\_\_\_  
The site is currently vacant property that is zoned R4-PD.

11. Describe existing uses and zoning of surrounding properties:

	<u>Zoning</u>	<u>Current Use</u>
North	<u>R-2</u>	<u>Vacant</u>
South	<u>R4-PD</u>	<u>Multi-Family Apartments</u>
East	<u>EF-80</u>	<u>Orchard</u>
West	<u>R4-PD</u>	<u>Single Family Homes</u>

12. Describe the topography of the subject site: \_\_\_\_\_  
The site is relatively flat and slopes 1 to 2% to the east and north from the west property line.

13. Does the site contain any existing structures, wells, septic tanks? Explain \_\_\_\_\_  
No the property is vacant.

14. How will the proposed subdivision be served by utilities? Note the location and size of all service lines (water, sanitary sewer, storm sewer, natural gas, electricity). \_\_\_\_\_  
All utilities will be extended from existing public streets such as McDonald Lane, Autumn Ridge, and Jacob Street.

15. What is the anticipated date construction will begin? Early summer 2019

16. What is the anticipated date of completion? Late Fall 2019

17. If applicable, explain how the subdivision will be phased? \_\_\_\_\_  
The subdivision will be constructed in one phase.

18. Does your tentative subdivision plan delineate the general location of all previously recorded easements and encumbrances presently binding upon the subdivision site? (A current title report or subdivision guarantee for the site would disclose such easements or encumbrances).

Yes  No  N/A

19. Does your tentative subdivision plan delineate necessary access and utility easements?


Yes  No  N/A

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), tentative subdivision plan, and supplementary data. Tentative plans should be accompanied by improvement plans so that the general programs and objectives are clear to the reviewer. The information to be included in the tentative subdivision plan as listed in the information sheet and in Section 17.53.070 (Submission of Tentative Subdivision Plan) of the Zoning Ordinance. If of a larger size, provide five (5) copies in addition to **an electronic copy** with the submittal.

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

10.11.2018  
Date

  
Property Owner's Signature

10.11.2018  
Date



**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 THE FOLLOWING CUSTOMER:

Alan Ruden, Inc.  
Phone No.:

Date Prepared: October 9, 2018  
Effective Date: October 10, 2018 / 08:00 AM  
Charge: \$300.00  
Order No.: 471818075943  
Reference: 124724 & 560074

The information contained in this report is furnished to the Customer by Ticor Title Company of Oregon (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 ("the 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 "B" 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 "C" 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 "D" attached hereto and by this reference made a part hereof.

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471818075943

**EXHIBIT "A"**  
**(Land Description)**

**PARCEL I:**

Parcel 1 of PARTITION PLAT NO. 2015-10, situated in the Southwest quarter of Section 9, Township 4 South, Range 4 West of the Willamette Meridian, in the City of McMinnville, County of Yamhill, State of Oregon, recorded July 10, 2015 as Instrument No. 201510150, Yamhill County Records.

EXCEPTING THEREFROM that portion lying within the boundaries of the plat of THE BUNGALOWS AT CHEGWYN VILLAGE III, recorded May 23, 2017, as Instrument No. 201708358, Deed and Mortgage Records of Yamhill County, Oregon.

**PARCEL II:**

Parcel 2 of PARTITION PLAT NO. 2015-10, situated in the Southwest quarter of Section 9, Township 4 South, Range 4 West of the Willamette Meridian, in the City of McMinnville, County of Yamhill, State of Oregon, recorded July 10, 2015 as Instrument No. 201510150, Yamhill County Records.

EXCEPTING THEREFROM that portion lying within the boundaries of the plat of THE BUNGALOWS AT CHEGWYN VILLAGE III, recorded May 23, 2017, as Instrument No. 201708358, Deed and Mortgage Records of Yamhill County, Oregon.



Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471818075943

**EXHIBIT "B"**  
**(Tax Account and Map)**

APN/Parcel ID(s) 124724 and 560074 as well as Tax/Map ID(s) R4409 02100 and R4409 02104

Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471818075943

**EXHIBIT "C"**  
**(Vesting)**

Alan Ruden, Inc., an Oregon Corporation as to Parcel I and Cottages at Chegwyn Village, LLC, an Oregon limited liability company, as to Parcel II

**EXHIBIT "D"**  
**(Liens and Encumbrances)**

1. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$3,650.29, plus interest, if any  
Levy Code: 40.0  
Account No.: 124724  
Map No.: R4409 02100

Affects Parcel I

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

2. Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019  
Amount: \$28,809.76, plus interest, if any  
Levy Code: 40.0  
Account No.: 560074  
Map No.: R4409 02104

The above amount includes an assessment for declassified zone farm land.

Affects Parcel II

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The Land has been classified as farm, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

4. City Liens, if any, in favor of the City of McMinnville.

5. Reservations for the purpose(s) shown below and rights incidental thereto as set forth and disclosed by numerous instruments, and in the following instrument:

Purpose: Roadways  
Recording Date: June 26, 1951  
Recording No.: Book 162, Page 36

6. Reservations for the purpose(s) shown below and rights incidental thereto as set forth and disclosed by numerous instruments, and in the following instrument:

Purpose: Roadways  
Recording Date: March 23, 1955  
Recording No.: Book 176, Page 408

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

7. Reciprocal Easement(s) for the purpose(s) shown below and rights incidental thereto, as disclosed in Warranty Deed:

Between: Coleman LLC  
And: Charles Percy Chegwyn  
Recording Date: December 28, 2007  
Recording No: 200727179

Affects: Reference is hereby made to said document for full particulars.

8. Declaration of Water Line Easement(s) and rights incidental thereto, as disclosed in Warranty Deed,

Recording Date: December 28, 2007  
Recording No.: 200727179

Affects: Reference is hereby made to said document for full particulars.

9. Agreement to Dedicate Land, including the terms and provisions thereof,

Executed by: Percy Charles Chegwyn and Coleman LLC  
Recording Date: December 28, 2007  
Recording No.: 200727181

10. Development Agreement for McDonald Lane Extension, including the terms and provisions thereof,

Between: Coleman LLC  
And: McMinnville School District #40  
Recording Date: December 28, 2007  
Recording No.: 200727186

and Re-Recording Date: April 9, 2008  
and Re-Recording No: 200806237  
Reason: Correct legal description

11. Road Development Agreement, including the terms and provisions thereof,

Between: McMinnville Water & Light  
And: Yamhill County, acting through its Director of Public Works and Director of Planning and Development  
Recording Date: August 27, 2008  
Recording No.: 200814668

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

12. Notes and Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat
- Name of Plat: Partition Plat No. 2008-20
13. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat for Partition Plat No. 2008-20;
- Purpose: existing utilities  
Affects: Easterly boundary line as delineated on said Partition Plat
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its Water & Light Commission, a municipal public utilities commission  
Purpose: utilities  
Recording Date: September 5, 2008  
Recording No: 200815205  
Affects: Easterly boundary line as described in said easement
15. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat for Partition Plat No. 2012-09;
- Purpose: existing utilities  
Affects: Easterly boundary line as delineated on said Partition Plat
16. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat for Partition Plat No. 2014-11;
- Purpose: existing utilities  
Affects: Easterly boundary line as delineated on said Partition Plat
17. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat of Partition Plat No. 2015-10;
- Purpose: existing utilities  
Affects: Easterly boundary line as delineated on said Partition Plat

**EXHIBIT "D"**  
**(Liens and Encumbrances)**  
(continued)

18. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$3,500,000.00  
Dated: September 5, 2017  
Trustor/Grantor: Cottages at Chegwyn Village, LLC, an Oregon Limited Liability Company  
Trustee: David C. Haugeberg  
Beneficiary: First Federal Savings & Loan Association of McMinnville  
Loan No.: 7706202866  
Recording Date: September 6, 2017  
Recording No.: 201714435

Affects Parcel II

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

19. The effect, if any, of that certain Plat named The Cottages at Chegwyn Village and the exceptions to title disclosed therein,

Recording Date: February 28, 2018  
Recording No.: 201802871

The above Plat indicates that the owner of the property being subdivided was Alan Ruden, Inc.; however, at the time the above Plat was filed and/or recorded, the owner of the property was Cottages at Chegwyn Village, LLC and Cottages at Chegwyn Village, LLC did not sign the above named Plat or record a consent to plat.

Affects Parcel II

## 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 Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) 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 of 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. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.



Ticor Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 471818075943

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY