

Therefore the final approved conditions of approval are as follows:

1. Tract A and the storm water facility in Tract A shall be private, and the applicant shall enter into a maintenance agreement with the City for the facility. The storm water line under the private street shall be private.
2. A 20-foot wide public trail easement extending north-to-south through the site shall be provided on the final plat within Tract B, east of Fern Creek. The exact location of the easement shall be determined cooperatively between the applicant and the City. The city shall be responsible for maintenance of the trail easement.
3. The applicant shall mitigate for the loss of the 5 trees determined to be significant by the City Arborist that are proposed for removal. These trees shall be mitigated for on an inch per inch basis per CDC Section 55.100(B) (2) (f), preferably on site. The City Arborist shall determine preferred on-site locations. If on site mitigation is not possible for all mitigation planting, the applicant shall work with the Parks and Recreation Department to mitigate at an appropriate city-owned site. Street trees shall not count towards the mitigation required in this condition.
4. All new and existing dry utilities along the project frontage, and that are affected by the development, shall be placed underground.
5. Houses on lots 1-3 shall have front facades oriented to Suncrest Drive. This requirement shall be recorded on the deed for lots 1-3
6. Turning radii on the private street/shared driveway turnaround shall be at least 25 feet.
7. The applicant shall be responsible for funding waterline upsizing along the subject site's frontage. The upsizing requirement is a Capital Improvement Project in the 2008 Water System Master Plan and SDC eligible at 56%. It shall be the City's option whether to contract directly for the improvement or have the developer contract for the work. If the City decides to upsize a greater length of water line replacement than the site frontage, the applicant will still only be responsible for funding the portion along the site frontage.
8. The private street/shared driveway depict on the applicant's site plan dated October 8, 2009 shall be built to City street structural standards.
9. The applicant shall commission a lighting study of the project's frontage, and provide this to the Engineering Department who will use it to determine the street lighting needed to meet the City's lighting standards. If needed, the applicant will install street lights that meet City lighting standards.
10. The applicant shall perform fire flow tests, install hydrants, and install "No Parking" signs to the satisfaction of TVFR.
11. Prior to recording of the subdivision plat, the applicant shall remove all Himalayan Blackberry, Garlic Mustard and English Ivy on the ground within proposed Tracts B and C.
12. The front yard setbacks of lots 1-3 shall be those of the underlying base zone R-10, which is 20 feet (15 feet to a porch) as measured from the front property line after the 10-foot ROW dedication.

13. The applicant shall provide 5-foot utility easement along the front and rear of each lot in areas not already covered by the proposed utility easements overlaid on the proposed private street.
14. A suitable covenant, or a conservation easement subject to the requirements of ORS Chapter 271, shall be established for Tract B, for the benefit of the homeowners' association and the City of West Linn. (In the event the City does not accept the conservation easement or the covenant, this condition shall be satisfied by dedication of a conservation easement or suitable covenant in a form approved by the Planning Director, in favor of the homeowners' association only, which shall be subject to the use restriction in this condition.) This easement shall forbid all development of any kind, except for the installation and maintenance of required signs and a trail within the trail easement described in Condition of Approval 2.

The homeowners' association shall be responsible for maintenance of the entire tract, except for the area contained in the trail easement, if and when a trail is developed within the easement. The homeowners' association shall enter into a maintenance agreement with the City to provide for the maintenance of this tract. This agreement is subject to approval by the City's Parks and Recreation Director and the City's Environmental Services Engineer. The signed agreement shall be recorded on the title deed of records of Clackamas County, and referenced in the subdivision's covenants, codes and restrictions. The homeowners' association shall periodically (at no more than two -year intervals) remove all invasive plants (i.e., Himalayan Blackberry, Garlic Mustard and English Ivy) from the tract. Homeowners shall be prohibited from storing materials, cutting or removal of trees (except for hazard trees as approved by the City) or native vegetation and dumping yard waste or other debris in Tract B. These and other requirements will be included in the easement or covenant and the maintenance agreement, including but not limited to:

Provisions for enforcement and collection of costs; performance requirements; prohibited activities and uses; City authority to inspect; and City control over extinguishment.

The applicant shall install readily visible conservation zone signage per City standards along the edge of the tract (except where it borders Tract C) identifying the use restrictions specified above. The signage shall be placed at approximately 30-foot intervals. The homeowners' association shall be responsible for the maintenance of the signs.

The conservation easement and the use limitations in this condition shall be placed on the final plat and on the deed for each lot. Tract B shall be dedicated to the homeowners' association. The applicant and subsequently the homeowners' association shall retain the option to dedicate the tract to the City.

15. A suitable covenant, or a conservation easement subject to the requirements of ORS Chapter 271, shall be established for Tract C for the benefit of the homeowners' association and the City of West Linn. (In the event the City does not accept the conservation easement or covenant, this condition shall be satisfied by dedication of a conservation easement or suitable covenant in a form approved by the Planning Director in favor of the homeowners' association only, which shall be subject to the use restriction in this condition.) This conservation easement shall forbid development of any kind, with the exception of the construction and maintenance of the fence and signs required below.

The homeowners' association shall be responsible for maintenance of the entire tract consistent with City standards. The homeowners' association shall enter into a maintenance agreement with the City to provide for the maintenance of this tract. This agreement is subject to approval by the City's Parks and Recreation Director and the City's Environmental Services Engineer. The signed agreement shall be recorded on the title deed of records of Clackamas County, and referenced in the subdivision's covenants, codes and restrictions. The homeowners' association shall periodically (at no more than two -year intervals) remove all invasive plants (i.e., Himalayan Blackberry, Garlic Mustard and English Ivy) from the tract. Homeowners shall be prohibited from storing materials, cutting or removal of trees (except for hazard trees as approved by the City) or native vegetation and dumping yard waste or other debris in Tract C. These and other requirements will be included in the easement or covenant and the maintenance agreement, including but not limited to:

Provisions for enforcement and collection of costs; performance requirements; prohibited activities and uses; City authority to inspect; and City control over extinguishment.

A split-rail fence shall be constructed along the western boundary of Tract C. The applicant shall install readily visible conservation zone signage per City standards along the edge of the tract (except where it borders Tract B) at approximately 30-foot intervals, identifying the use restriction specified above. The signage along the west side of Tract C shall be attached to the required fence. The homeowners' association shall be responsible for the maintenance of the fence and signs. The conservation easement and the use limitations in this condition shall be placed on the final plat and on the deed for each lot. Tract C shall be dedicated to the homeowners' association. The applicant and subsequently the homeowners' association shall retain the option to dedicate the tract to the City.
16. The applicant shall preserve the laurel hedge along the border of the subject property and 1810 Carriage Way, and shall protect the health and root systems as best as possible throughout the construction process.
17. This approval shall expire 3 years from the effective date of this decision.

18. Half-street improvements shall include on-street parking on the east side of Suncrest Drive in lieu of a bike lane, without changing the proposed width of the street pavement.
19. The final plat shall be consistent with the approved preliminary plat dated October 8, 2009, except as modified to comply with these conditions.
20. CC&R language shall be reviewed by the City Attorney to ensure it meets all requirements of the conditions of approval.
21. The applicant shall plant vegetative screening in the north side yard setback of Lots 1 and 6 to provide privacy, subject to the approval of the City Arborist to ensure the vegetation is high enough to provide adequate screening between properties.
22. The requirements of the Conditions of Approval that are applicable to the individual homeowners and/or to the homeowners' association shall be placed on the deed for each lot.

This decision may be appealed to the Land Use Board of Appeals (LUBA) under its statutory provisions.

PATTI GALLE, MAYOR

DATE

Devrev/Finaldecisions/AP-09-05

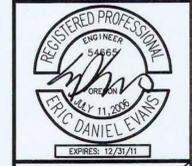
APPROVED FOR CONSTRUCTION BY
CITY OF WEST LINN
This approval is only for general conformance with the design concept and general compliance with applicable codes and requirements and shall not be construed as relieving the Design Engineer of full responsibility for accuracy and completeness of the drawings. This plan review approval does not prevent the City from requiring further code compliance.
DATE: 8/11/11 BY: [Signature] ENGINEERING
DATE: 8/11/11 BY: [Signature] ENGINEERING

SUNCREST DRIVE
6-LOT SUBDIVISION
TAX LOT 6700
T2S R1E, SECTION 23 BD
WEST LINN, OREGON

CONDITIONS OF APPROVAL

REVISIONS	
NO.	DATE
1	7-13-11
2	7-28-11

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2 OF
13