

DEVELOPMENT REVIEW APPLICATION

<i>For Office Use Only</i>		
STAFF CONTACT Betty Avila	PROJECT No(s). LLA-22-01	PRE-APPLICATION No. PA-21-03
NON-REFUNDABLE FEE(S) \$800 + \$200	REFUNDABLE DEPOSIT(S)	TOTAL \$1000

Type of Review (Please check all that apply):

- | | | |
|----------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Annexation (ANN) | <input type="checkbox"/> Historic Review | <input type="checkbox"/> Subdivision (SUB) |
| <input type="checkbox"/> Appeal and Review (AP) | <input type="checkbox"/> Legislative Plan or Change | <input type="checkbox"/> Temporary Uses |
| <input type="checkbox"/> Conditional Use (CUP) | <input checked="" type="checkbox"/> Lot Line Adjustment (LLA) | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Design Review (DR) | <input type="checkbox"/> Minor Partition (MIP) (Preliminary Plat or Plan) | <input type="checkbox"/> Variance (VAR) |
| <input type="checkbox"/> Easement Vacation | <input type="checkbox"/> Non-Conforming Lots, Uses & Structures | <input type="checkbox"/> Water Resource Area Protection/Single Lot (WAP) |
| <input type="checkbox"/> Extraterritorial Ext. of Utilities | <input type="checkbox"/> Planned Unit Development (PUD) | <input type="checkbox"/> Water Resource Area Protection/Wetland (WAP) |
| <input type="checkbox"/> Final Plat or Plan (FP) | <input type="checkbox"/> Pre-Application Conference (PA) | <input type="checkbox"/> Willamette & Tualatin River Greenway (WRG) |
| <input type="checkbox"/> Flood Management Area | <input type="checkbox"/> Street Vacation | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Hillside Protection & Erosion Control | | |

Home Occupation, Pre-Application, Sidewalk Use, Sign Review Permit, and Temporary Sign Permit applications require different or additional application forms, available on the City website or at City Hall.

Site Location/Address: 21525 WILLAMETTE DR. WEST LINN, OR 97068	Assessor's Map No.:
	Tax Lot(s):
	Total Land Area:

Brief Description of Proposal:

TAKE EXISTING 4 HISTORICAL LOTS & CONVERT TO TWO BUILDABLE LOTS. (SEE ATTACHED DIAGRAM)

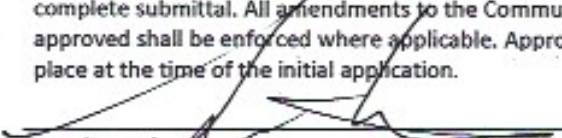

Applicant Name: MITICA LEONTESCU <small>(please print)</small>	Phone: 503-969-8850
Address: 23300 SW STAFFORD HILL DR.	Email: mitica@comcast.net
City State Zip: WEST LINN OR 97068	

Owner Name (required): MITICA LEONTESCU <small>(please print)</small>	Phone: 503-969-8850
Address: 23300 SW STAFFORD HILL DR.	Email: mitica@comcast.net
City State Zip: WEST LINN OR 97068	

Consultant Name: MITICA LEONTESCU <small>(please print)</small>	Phone: 503-969-8850
Address: 23300 SW STAFFORD HILL DR.	Email: MITICA@COMCAST.NET
City State Zip: WEST LINN OR 97068	

- All application fees are non-refundable (excluding deposit). **Any overruns to deposit will result in additional billing.**
- The owner/applicant or their representative should be present at all public hearings.
- A decision may be reversed on appeal. The permit approval will not be effective until the appeal period has expired.
- The City accepts electronic (.pdf) land use applications and project submissions from applicants. Applicants should submit this form and supporting documents through the [Submit a Land Use Application](https://westlinnoregon.gov/planning/submit-land-use-application) web page:
<https://westlinnoregon.gov/planning/submit-land-use-application>

The undersigned property owner(s) hereby authorizes the filing of this application, and authorizes on site review by authorized staff. I hereby agree to comply with all code requirements applicable to my application. Acceptance of this application does not infer a complete submittal. All amendments to the Community Development Code and to other regulations adopted after the application is approved shall be enforced where applicable. Approved applications and subsequent development is not vested under the provisions in place at the time of the initial application.

	5-20-21		5-20-21
Applicant's signature	Date	Owner's signature (required)	Date

NARRATIVE

21525 Willamette Drive Lot Line Adjustment Application

Per Community Development Code Chapter 85.210

1. No additional lots will be created as a result of this lot line adjustment. Four existing historical lots will transition into two buildable lots.
2. The size of existing lot is not changed in any way, enlarged or minimized.
3. New lot line will follow guideline A. Straight Line Property Line adjustment (See proposed map prepared by surveyor).
4. No new lot or parcel will be created with proposed changes. Parcels are in compliance.
5. Proposed lot line adjustment will not affect any existing easements or utilities. With the above criteria items 6 and 7 of CDC Chapter 85.210 are assumed not applicable.
6. Review under CDC 99.060(B)(2)(e) is not necessary as the proposed Lot Line Adjustment meets these standards.

PRELIMINARY PLAN MAP

TAX LOTS 3700 & 5300, MAP 2S, 1E, 25AD
 LOCATED IN THE N.E. 1/4 SECTION 25, T.2S., R.1E., W.M.
 CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON
 MAY 19, 2021 SCALE 1"=20'

SURVEY NOTES:

THE DATUM FOR THIS SURVEY IS BASED UPON A STATIC GPS OBSERVATION OF LOCAL CONTROL POINTS, PROCESSED THROUGH OPUS. DATUM IS NAVD 88.

A TRIMBLE S6-SERIES ROBOTIC INSTRUMENT WAS USED TO COMPLETE A CLOSED LOOP FIELD TRAVERSE.

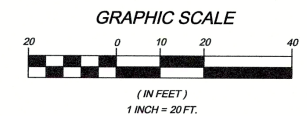
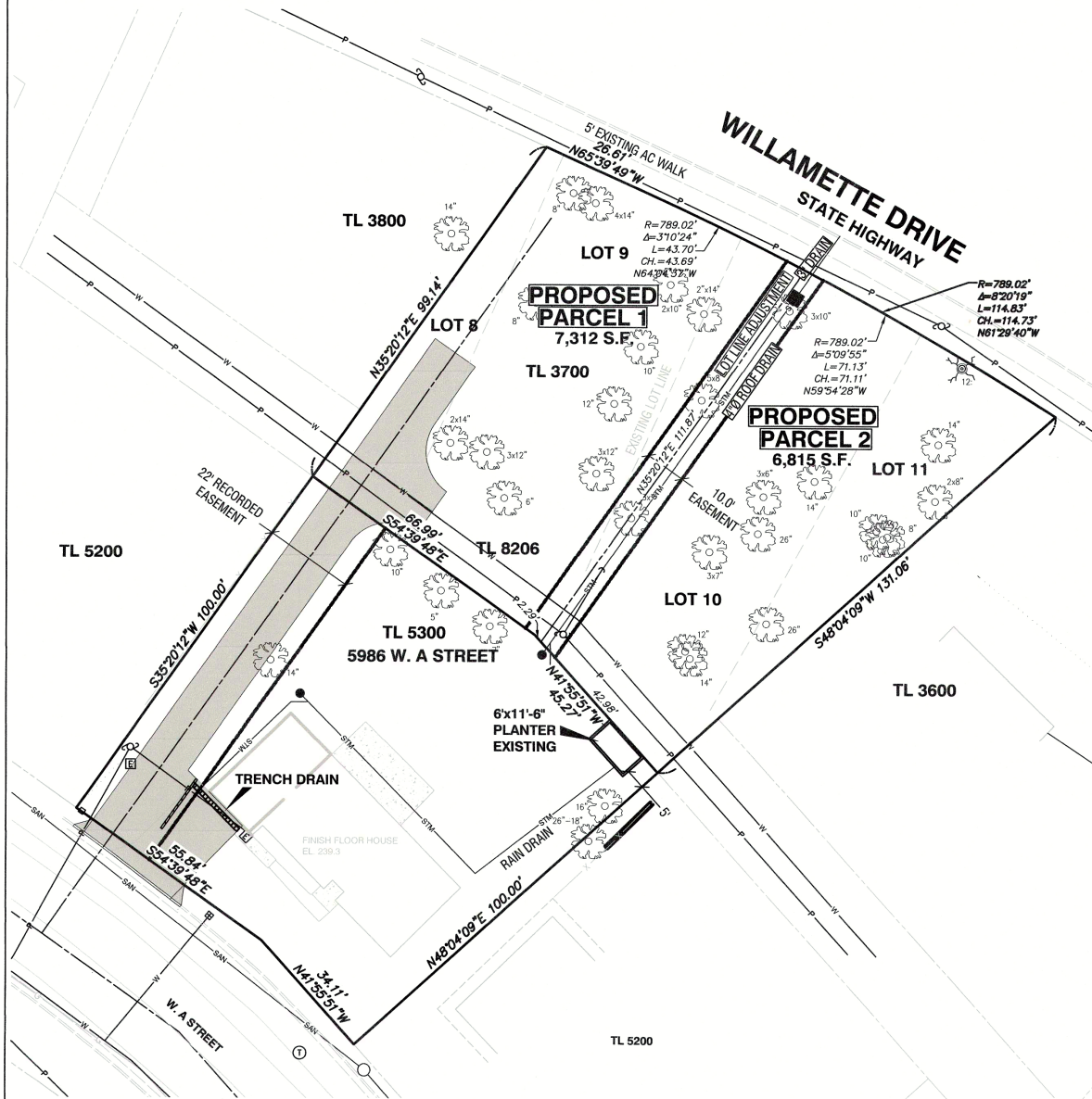
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THE PURPOSE OF THIS SURVEY IS TO RESOLVE AND DETERMINE THE PERIMETER BOUNDARY OF THE SUBJECT PROPERTY, TO SHOW ALL PERTINENT BOUNDARY ISSUES AND ENCROACHMENTS. NO PROPERTY CORNERS WERE SET IN THIS SURVEY.

NO WARRANTIES ARE MADE AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE, ETC.

NO TITLE REPORT WAS SUPPLIED OR USED IN THE PREPARATION OF THIS MAP.

THE UNDERGROUND UTILITIES AS SHOWN ON THIS MAP HAVE BEEN LOCATED FROM FIELD SURVEY OF ABOVE GROUND STRUCTURES AND AS MARKED BY ONE CALL TICKET NUMBER 20155867 DATED JUNE 24, 2020. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR.



SIGNED ON: 5-17-2021

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 NOVEMBER 30, 2007
 JAMES BURTON BROWN
 60379
 RENEWS: DECEMBER 31, 2021



CENTERLINE CONCEPTS
 LAND SURVEYING, INC.

19376 MOLALLA AVE., SUITE 120
 OREGON CITY, OREGON 97045
 PHONE 503.650.0188 FAX 503.650.0189

AREA TABLE:

TOTAL SITE AREA= 24,237 S.F.
 TRACT 1 BEFORE PLA (LOT 9 AND A PORTION OF LOTS 8 AND 10, AND TAX LOT 8206) = 7,367 SF
 TRACT 1 AFTER PLA = 7,312 SF
 TRACT 2 BEFORE PLA (A PORTION OF LOTS 10 AND 11) = 6,760 SF
 TRACT 2 AFTER PLA = 6,815 SF
 EXCHANGE AREA 1 = 849 SF
 EXCHANGE AREA 2 = 905 SF

PRELIMINARY PLAN MAP

TAX LOTS 3700 & 5300, MAP 2S, 1E, 25AD
 LOCATED IN THE N.E. 1/4 SECTION 25, T.2S., R.1E., W.M.
 CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON
 NOVEMBER 3, 2021 SCALE 1"=20'

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LEGEND:

Some Symbols shown may not be used on map

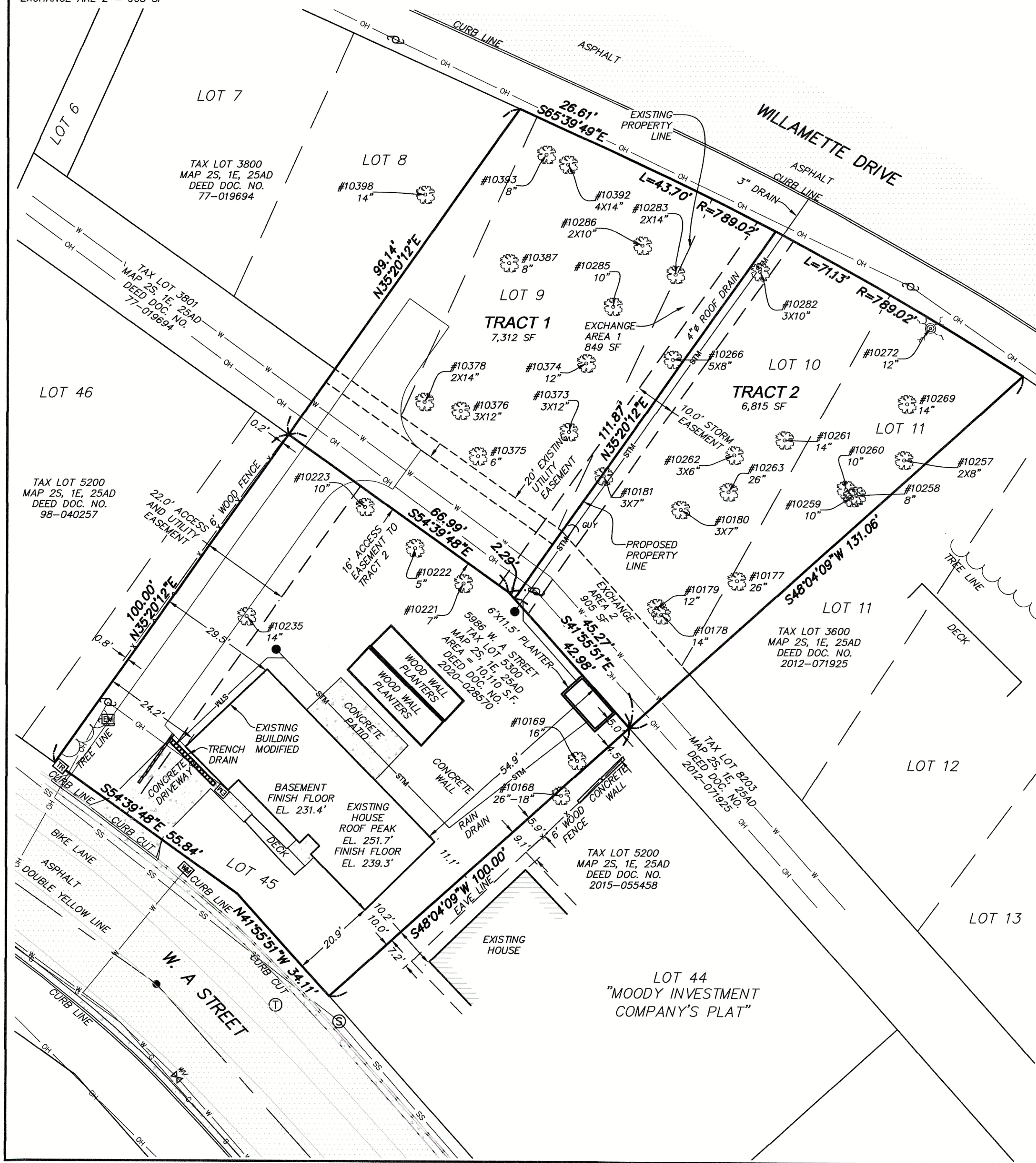
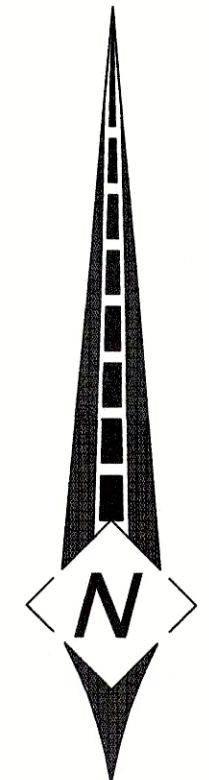
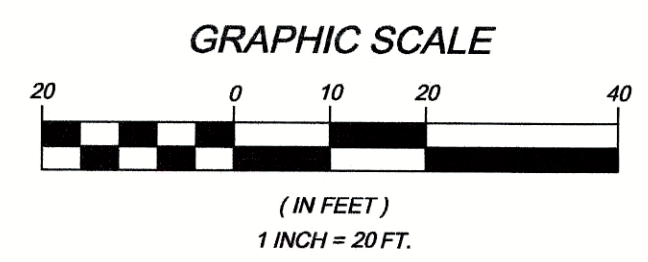
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| CB CATCH BASIN | GW GUY WIRE |
| CI CURB INLET | EB ELECTRIC BOX |
| AD AREA DRAIN | EM ELECTRIC METER |
| DI DITCH INLET | TRM TRANSFORMER |
| SSC SANITARY SEWER CLEANOUT | ER ELECTRIC RISER |
| SSM SANITARY SEWER MANHOLE | ACU HEAT PUMP |
| WM WATER MANHOLE | GTP GATE POST |
| WM WATER METER | TVB CABLE TV BOX |
| WV WATER VALVE | CR CABLE TV RISER |
| HOB HOSE BIB | OH OVERHEAD LINE |
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| GV GAS VALVE | E ELECTRICAL LINE |
| GM GAS METER | FD COMMUNICATIONS LINE |
| MB MAILBOX | SS SANITARY SEWER LINE |
| UR UTILITY RISER | SD STORM DRAIN LINE |
| UB UTILITY BOX | W WATER LINE |
| TM TELEPHONE MANHOLE | X-X FENCELINE |
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| RPC = RED PLASTIC CAP | |

SIGNED ON: *[Signature]*

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
 JULY 13 2004
 TOBY G. BOLDEN
 60377LS

RENEWS: DECEMBER 31, 2021



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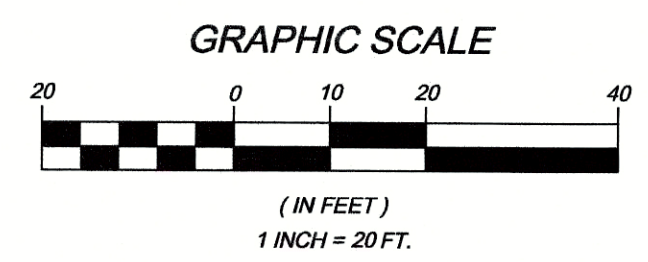
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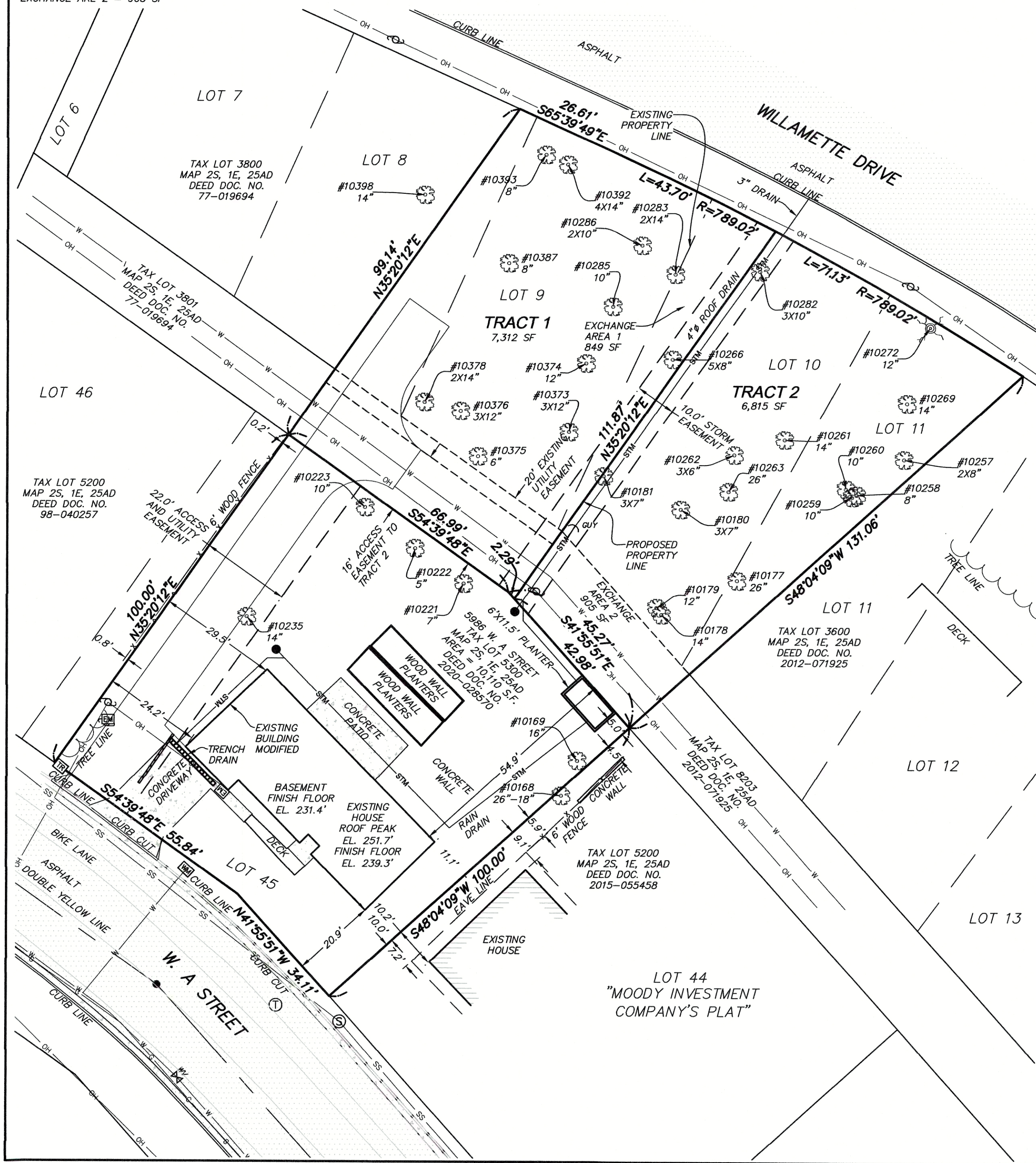
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 PHONE 503.650.0188 FAX 503.650.0189



**AFTER RECORDING
RETURN TO:**

Benjamin Leedy
Stoll Berne
209 SW Oak Street, Suite 500
Portland, Oregon 97204

DECLARATION OF ACCESS AND UTILITY EASEMENT

This Declaration of Access and Utility Easement (this "**Declaration**") is executed as of JANUARY 7TH, 2021, by MITICA LEONTESCU, an individual ("**Declarant**"), with respect to the following recitals:

BACKGROUND

A. Declarant owns (i) certain real property commonly known as 5983 W. A Street, West Linn, Oregon, and more particularly described on attached Exhibit A ("**Parcel 1**"); and (ii) certain real property commonly known as 21525 Willamette Drive, West Linn, Oregon, and more particularly described on attached Exhibit B ("**Parcel 2**"), which is adjacent to Parcel 1.

B. Declarant desires to establish an access and utility easement over a portion of Parcel 1 described and depicted on attached Exhibit C (the "**Easement Area**"), all according to the terms and conditions of this Declaration.

TERMS AND CONDITIONS

Declarant therefore grants and declares as follows:

1. Definitions. When used in this Agreement, the following capitalized terms will have the following meanings:

"**Owner**" means any of the Owners.

"**Owners**" means the owners of the Properties, and their respective successors, heirs and assigns.

"**Parcel 2 Lots**" means Parcel 2, and each and every parcel or lot established by any subsequent partition, subdivision or other land division of Parcel 2.

"**Property**" means any of the Properties.

"Properties" means Parcel 1 and the Parcel 2 Lots.

2. **Grant of Easement.** The Owners of the Parcel 2 Lots will have a perpetual, non-exclusive easement (the "Easement") on, over, across and through the Easement Area for (i) access, ingress and egress to and from the Parcel 2 Lots by vehicles, pedestrians, bicycles and any other similar means by the Owners of the Parcel 2 Lots and their guests, agents, contractors, lessees, and invitees; and (ii) installing, inspecting, monitoring, maintaining, repairing, replacing, altering, operating and using utilities and related facilities (including, without limitation, water, sewer, gas, electrical and communications service lines) (collectively, "Utility Lines").

3. **Use of Easement Area.** The Owner of Parcel 1 will have the right to use any portion of any Easement Area located on its Property for all lawful purposes consistent with this Agreement; provided that no Owner will use, or permit to be used, any Easement Area in any manner that would materially interfere with the Easement granted hereunder. The Owners shall make commercially reasonable efforts not to interfere in any material respect with the lawful rights and uses of the Easement Area by other parties to the extent such rights and uses are consistent with this Agreement. The Utility Lines will remain underground except (i) during any period of construction, installation, improvement, maintenance, monitoring, altering, repair, replacement, alteration or removal; and (ii) for such associated equipment and facilities that are required to be located above-ground (which equipment and facilities will be placed in a manner and location reasonably acceptable to the Owner of Parcel 1). The Owners of the Parcel 2 Lots will have the right to make excavations, in, under and through the applicable Easement Area in connection with such Owner's use of the Utility Lines, and to cut and remove any vegetation that may interfere with the use of the Utility Lines; provided that prior to cutting or removing such vegetation, the Owner obtains the consent of the Owner of Parcel 1 to do so, which consent shall not be unreasonably withheld, conditioned or delayed. An Owner, at its sole expense, will replace or restore to its prior condition any paving, landscaping, improvements or other real or personal property situated in Easement Area that is damaged, disturbed or destroyed by reason of the use of the Utility Lines by such Owner.

4. **Driveway; Repair and Maintenance.** The Owners of the Parcel 2 Lots will have the right to install, construct, repair, replace and maintain a shared driveway (the "Driveway") within the Easement Area. The Owners of the Parcel 2 Lots will have the right to temporarily use such portions of Parcel 1 in the immediate vicinity of the Easement Area as are reasonably necessary for the Owners to perform such installation, construction, repair, replacement and maintenance of the Driveway in accordance with this Agreement. The Owners of the Parcel 2 Lots will use commercially reasonable efforts to ensure that any use of Parcel 1 (other than the Easement Area) pursuant to this Section 4 will be done in a manner that minimizes any interference with the use of Parcel 1 by its Owner. The Owners of the Parcel 2 Lots will cooperate in keeping and maintaining the Driveway in a good, safe, and attractive condition, free of any and all trash, debris and hazards. The Owners of the Parcel 2 Lots will share the costs and expenses of repairing, replacing and maintaining the Driveway on a pro rata basis based on the number of the Parcel 2 Lots benefitted by the Easement at that time, whether such Properties exist as of the date hereof or are subsequently established by a partition, subdivision or other land division of Parcel 2. Any decision with respect to repairing, replacing and maintaining the Driveway involving costs in excess of \$500 will require the unanimous approval of the Owners of the Parcel 2 Lots in order for all Owners of the Parcel 2 Lots to be obligated to pay their pro rata share of such costs. Notwithstanding anything herein to the contrary, an Owner will be solely responsible,

at its own expense, for repairing any damage to the Driveway caused by the negligence or willful misconduct of that Owner or its guests, agents, contractors, lessees, or invitees.

5. Character of Easement; Non-Merger.

(a) Character of Easement. The Easement and all of the limitations, covenants, conditions, and restrictions contained in this Agreement related to the Easement will attach to and run with and will be appurtenant to the Properties (and each and every portion, partition, subdivision or other land division of the Properties), and will inure to the benefit of and be binding upon the Owners their respective successors, heirs and assigns.

(b) Non-Merger. The Owners may not grant any rights to third parties for use of any Easement Area that conflicts with this Agreement or interferes with Owners' rights and interests hereunder in any material respect. It is the intent of the parties that the Easement will not merge with any interest of an Owner in any of the Properties during any period that an Owner owns multiple Properties, and that the Easement will instead remain separate and distinct and remain in full force and effect during any period that multiple Properties are owned by the same Owner.

6. Default and Remedies. If any Owner under this Declaration fails to perform any obligation due hereunder within thirty (30) days after notice of such failure given by the other Owner, the notified party shall be in default hereunder and the non-defaulting Owner shall at its option thereafter have the right to pursue any and all rights and remedies available under applicable law, including recovery of damages, temporary or permanent injunction, specific performance, and other equitable and legal remedies; provided, however, the non-defaulting Owner may immediately pursue such rights and remedies without any such notice or cure period if in the reasonable opinion of such non-defaulting Owner the nature of the breach constitutes or creates an immediate threat to health, safety, welfare or the environment or constitutes or creates an immediate threat of damage to or destruction of property or materially interferes with the use of the Easement Area or with the use, access or occupancy of such Owner's property, and provided, further that the non-defaulting Owner so acting shall notify the other of such action contemporaneously therewith or as soon as reasonably practicable thereafter.

7. Term. The term of this Declaration and the Easements granted herein commences on the date hereof and will remain in effect in perpetuity unless terminated by a written agreement executed by all of the Owners and Declarant.

8. Modifications; Reserved Consent Right of Declarant. This Declaration may not be amended or modified except in a writing signed by all of the Owners. In addition, any amendment or modification of this Declaration that would extend the benefit of the Easement to any real property other than the Parcel 2 Lots will also require the prior written consent of consent of Declarant, which consent may be conditioned upon, among other things, the reimbursement of Declarant for a pro rata share of the cost of constructing the Driveway.

9. No Third-Party Beneficiaries. Except as expressly provided herein, nothing in this Declaration, express or implied, is intended or may be construed to confer on any person or entity (including the public), other than the Owners, any right, remedy, or claim under or with respect to this Declaration.

10. Applicable Law. This Declaration will be governed by and construed in accordance with the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon with respect to any dispute or action under this Declaration. Any reference herein to "applicable laws" means all federal, state and local laws, codes, regulations, ordinances, orders and other applicable governmental, judicial or administrative requirements, together with all covenants, conditions and restrictions of record affecting the subject property.

11. Attorneys' Fees. If any Owner breaches the provisions of this Declaration, the non-breaching Owners shall be entitled to all costs and expenses incurred, including reasonable attorney fees, as a result of such breach. In addition, in the event suit or action is instituted to interpret or enforce any of the terms of this Declaration, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney fees in arbitration, at trial, on appeal of such suit or action, or in bankruptcy, in addition to all other sums provided by law.

12. Miscellaneous. Subject to the notice and cure provisions set forth in Section 6 above, time is of the essence as to all provisions of this Declaration. Upon execution and acknowledgment by all parties, this Declaration shall be recorded in the official real estate records of Clackamas County, Oregon. The parties hereby waive the right to trial by jury in connection with any dispute under this Declaration. This Declaration is the entire, final and complete agreement of the parties with respect to the matters set forth herein. If any portion of this Declaration shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby, and the parties shall amend this Declaration to substitute for the provision at issue a valid and enforceable provision as similar as possible to the provision at issue and to otherwise give effect to the provision at issue as much as possible. Each party agrees to take such actions and to execute, acknowledge and deliver any and all documents and instruments as may be reasonably requested from time to time by the other party to carry out the intent and purposes of this Declaration more effectively.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

In witness whereof, the Declarant has executed this Declaration as of the date first written above.

"DECLARANT"



MITICA LEONTESCU, an individual

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on JANUARY 7TH, 2021, by Mitica Leontescu, an individual.

WITNESS my hand and official seal.

Joan Nora O'Grady
Notary Public for the State of Oregon
My commission expires: MARCH 25, 2022

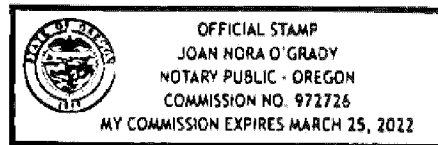


EXHIBIT A

Legal Description of Parcel 1

Part of Lot 45, MOODY INVESTMENT COMPANY'S PLAT, Subdivision of parts of Units "G" and "H" of the Plat of West Oregon City, in the County of Clackamas and State of Oregon, more particularly described as follows:

BEGINNING at an iron pipe on the Easterly boundary line of West "A" Street at the most Southerly corner of Lot 45; thence North $41^{\circ} 55'$ West, 34.11 feet to an iron pipe; thence North $54^{\circ} 41'$ West, 55.89 feet which point is South $54^{\circ} 41'$ East, 10 feet from the most Southerly corner of Lot 46; thence North $35^{\circ} 19'$ East, 100 feet to a point on the Westerly boundary line of the Portland Electric Power Company right of way; thence South $54^{\circ} 41'$ East, 67.06 feet along the westerly boundary line of said right of way to an iron pipe; thence South $41^{\circ} 55'$ East, 45.27 feet to an iron pipe in the most Easterly corner of Lot 45; thence South $48^{\circ} 05'$ West, 100 feet to the point of beginning.

EXHIBIT B

Legal Description of Parcel 2

PARCEL I:

BEGINNING at the most Easterly Corner of Tract 45 of MOODY INVESTMENT COMPANY'S PLAT, Subdivision of parts of Units "G" and "H" of the Plat of West Oregon City, in the County of Clackamas and State of Oregon; thence North 48° 05' East, 127 feet to the Westerly boundary of Portland Avenue; thence Westerly along the Southerly boundary of Portland Avenue 120 feet, more or less, to a point, thence South 35° 19' West to a point in the Northeasterly boundary line of Tract 45, which point is 10 feet South 54° 41' East of the most Northerly corner of said Tract 45; thence Southeasterly to place of beginning.

EXCEPTING THEREFROM the 20 foot strip description of which is shown as easement for electric power line in deed recorded in Book 126, Page 91, Deed Records.

PARCEL II:

That part of a 20 foot strip of land designated as the Portland Railway Light and Powe transmission line running through MOODY INVESTMENT COMPANY'S SUBDIVISION OF PARTS OF UNITS "G" AND "H" OF PLAT OF WEST OREGON CITY, in the City of West Linn, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point on the North line of Tract 45 of MOODY INVESTMENT COMPANY'S PLAT, Subdivision of parts of Units "G" and "H" of the Plat of West Oregon City, in the County of Clackamas and State of Oregon which is 10 feet South 54° 41' East from the most Northerly corner of said Tract 45; thence Northeasterly a distance of 20 feet to the Southwesterly line of Tract 8 of said plat; thence Southeasterly along the Southwesterly line of Tracts 8, 9, 10 and 11, said plat, to the most Southerly corner of the Northeasterly extension of the Northwesterly line of said Tract 44; thence Southeasterly 20 feet to the Northwesterly line of said Tract 44, said plat, thence Northwesterly along the Northeasterly line of Tract 45 said plat to the point of beginning.

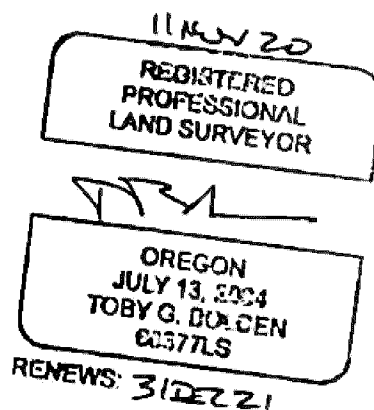
EXHIBIT C

Description and Depiction of the Easement Area

A Tract of land being a portion of that tract of land conveyed by deed recorded as Document No. 2020-028570, Clackamas County Deed Records, also being a part of Lot 45, "Moody Investment Company's Plat", Clackamas County Plat Records, located in the Northeast one-quarter of Section 25, Township 2 South, Range 1 East of the Willamette Meridian, City of West Linn, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at a point on the northeast right of way line of West A Street, being 30.00 feet northeast of the centerline thereof when measured at right angles, also being South 54°39'48" East, 12.61 feet from the south corner of Lot 46 of said "Moody Investment Company's Plat", which Point of Beginning also bears North 23°38'22" West, 58.21 feet from a found 3/4-inch iron pipe with a brass screw in a monument box marking the angle point in the centerline of said West A Street; thence leaving said northeast right of way line, North 35°20'12" East, 100.00 feet to the southwest line of the 20.00 feet wide Portland Electric Power Company Right of Way; thence along said southwest line, South 54°39'48" East, 20.00 feet; thence leaving said southwest line, South 35°20'12" West, 100.00 feet to said northeast right of way line; thence along said northeast right of way line, North 54°39'48" West, 20.00 feet to the **POINT OF BEGINNING**.

Contains 2,000 square feet, more or less.





CENTERLINE CONCEPTS
LAND SURVEYING, INC.

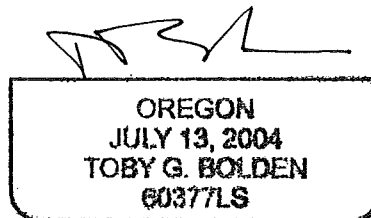
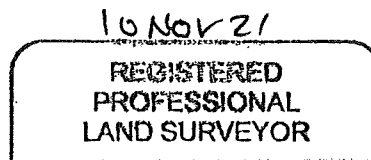
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "B"
Easement
Legal Description

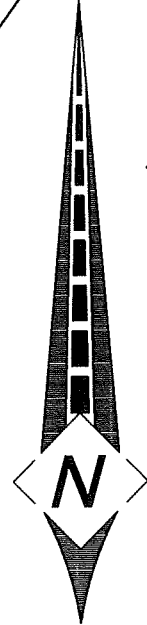
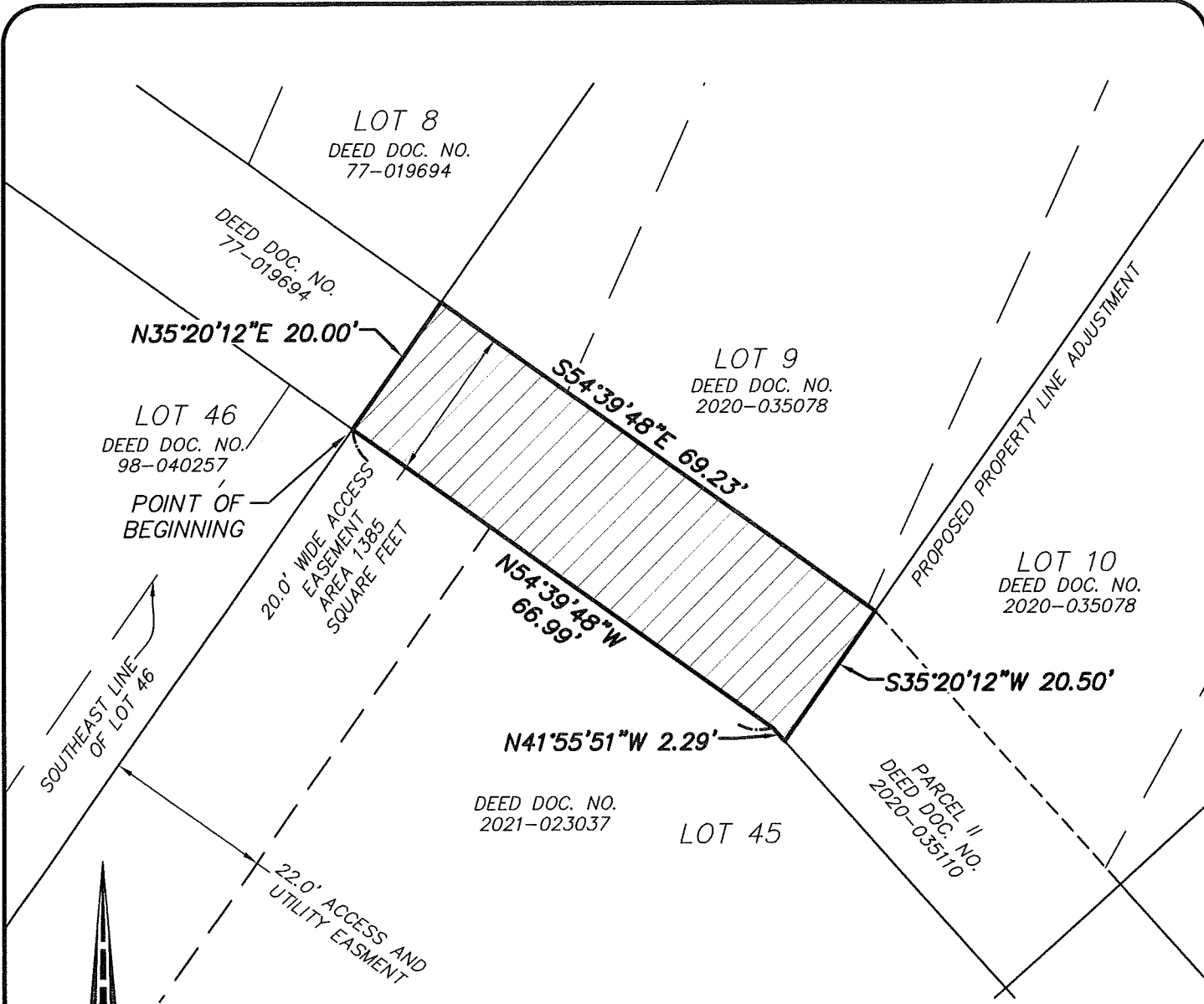
A tract of land being a portion of that 20-foot wide strip shown as the "Portland Electric Power Company Right of Way" on the Plat of "Moody Investment Company's Plat of Subdivisions of Parts of Units G and H of the Plat of West Oregon City", Plat No. 512, Clackamas County Plat Records, also being a portion of that tract of land described as Parcel II in deed recorded as Document No. 2020-035110, Clackamas County Deed Records, located in the Northeast one-quarter of Section 25, Township 2 South, Range 1 East of the Willamette Meridian, City of West Linn, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the most northerly corner of that tract of land conveyed by deed recorded as Document No. 2021-023037, which lies South 54°39'48" East, 10.00 feet from the northeast corner of Lot 46 of said plat of "Moody Investment Company's Plat of Subdivisions of Parts of Units G and H of the Plat of West Oregon City"; thence North 35°20'12" East 20.00 feet to the most northerly northwest corner of said Parcel II in deed recorded as Document No. 2020-035110; thence, along the northeast line thereof, South 54°39'48" East 69.23 feet; thence South 35°20'12" West 20.50' feet to the north line of Lot 45 of said plat; thence, along said north line, North 41°55'51" West 2.29 feet to an angle point therein; thence, continuing along the north line of said Lot 45, North 54°39'48" West 66.99 feet to the **POINT OF BEGINNING**.

Contains 1385 square feet, more or less.



RENEWS: 31 DEC 21



SIGNED ON: 10 NOV 21

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

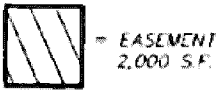
[Signature]
**OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS**

RENEWS: DECEMBER 31, 2021

CLIENT: LEONTESCU
ORIG. DATE: 11/9/2021
DRAWN BY: CS
SHEET No. 1 OF 1

EXHIBIT "B"
20' WIDE ACCESS EASEMENT
CITY OF WEST LINN, COUNTY, OREGON
Scale: 1"=20'


**CENTERLINE CONCEPTS
LAND SURVEYING, INC.**
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189



DEED DOC. NO.
98-040257

LOT 46

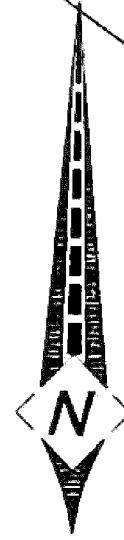
SOUTHEAST LINE
OF LOT 46

SOUTH CORNER
OF LOT 46

POINT OF
BEGINNING

DEED DOC. NO.
2020-028570

LOT 45
"MOODY INVESTMENT
COMPANY'S PLAT"



SIGNED ON 11 NOV 20

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWS: DECEMBER 31, 2021

W. A STREET

FD 3/4" IP
W/BRASS SCREW
IN MON BOX

CLIENT: LEONTESCU
ORIG. DATE: 11-10-2020
DRAWN BY: RLC
SHEET No. 1 OF 1

EXHIBIT "B"
EASEMENT
CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON
SCALE: 1"=20'

CENTERLINE CONCEPTS
LAND SURVEYING, INC.
18378 MCALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189

Plotted 11/11/2020 - 10:20am. W:\PROF\CLACKAMAS\2020\11-10-2020\11-10-2020\11-10-2020.dwg



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LAND SURVEYING, INC.

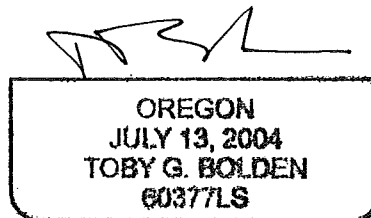
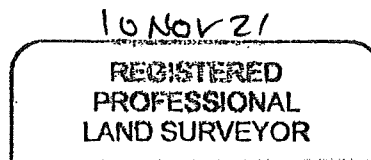
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Exhibit "B"
Easement
Legal Description

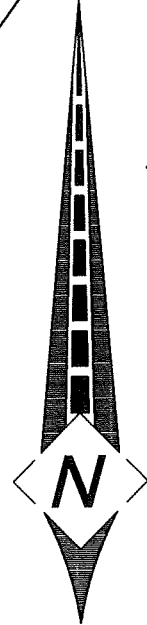
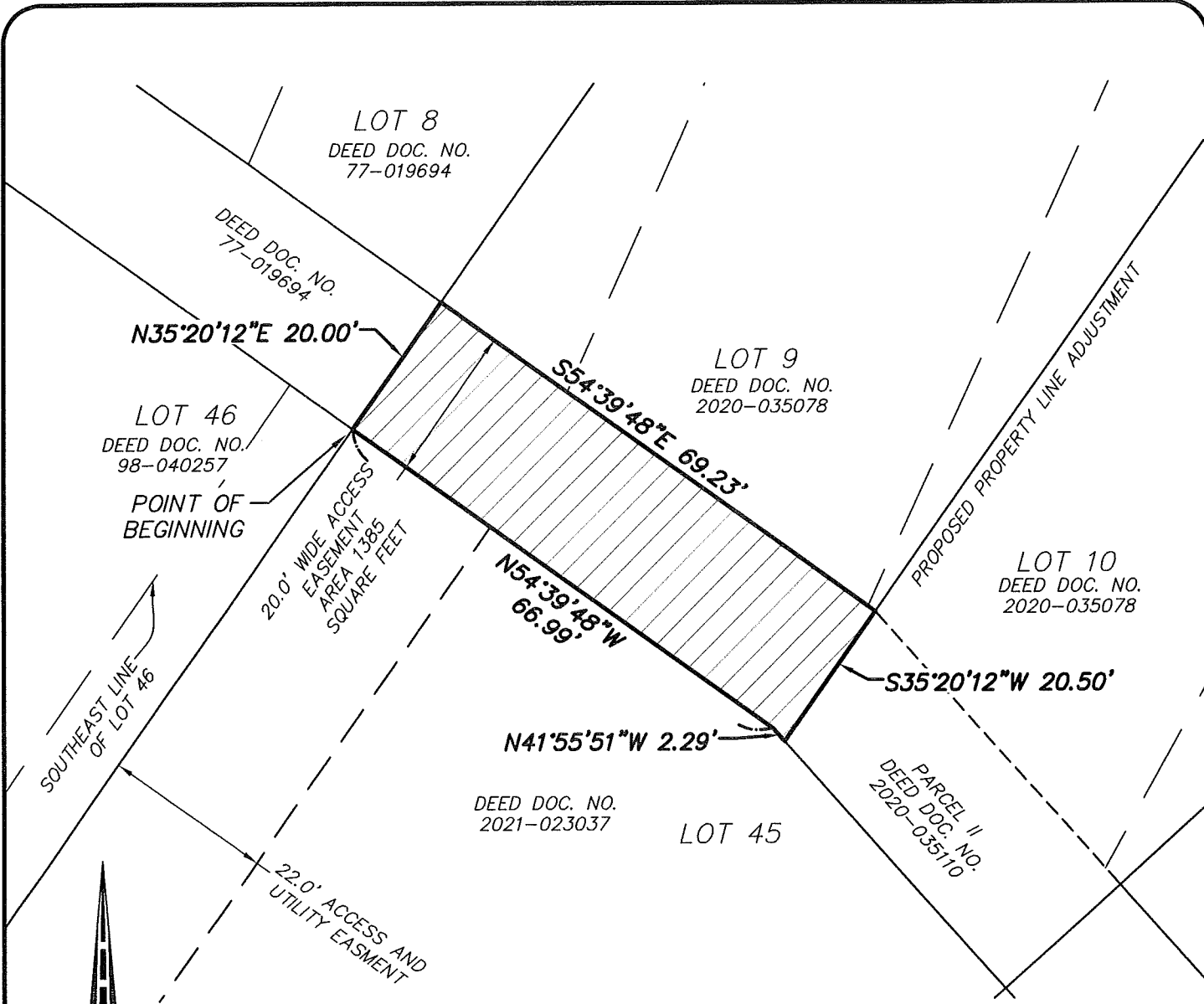
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SIGNED ON: 10 NOV 21

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PROFESSIONAL
LAND SURVEYOR**

[Signature]
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RENEWS: DECEMBER 31, 2021

CLIENT: LEONTESCU
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