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CITY OF  
**West Linn**

**PLANNING MANAGER DECISION**

DATE: March 2, 2022

FILE NO.: LLA-22-01

REQUEST: Property Line Adjustment (LLA) between two legal lots at 21525 Willamette Drive.

PLANNER: Darren Wyss, Planning Manager

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DSW Planning Manager

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## GENERAL INFORMATION

**OWNER/  
APPLICANT:**

Mitica Leontescu  
23300 SW Stafford Hill Drive  
West Linn, OR 97068

**SITE LOCATION:** 21525 Willamette Drive

**LEGAL**

**DESCRIPTION:**

21E25AD03700  
Lots 9 and 10  
Portions Lot 8 and 11  
Unit G of Moody Investment  
Company's Plat

21E25AD08206  
Portion of Vacated Power  
Line Right-of-Way

**SITE SIZE PROPOSED:** Reconfigured Lot 9  
7,312 sq. ft.

Reconfigured Lot 10  
6,815 sq. ft.

**COMP PLAN**

**DESIGNATION:**

Low Density Residential

Low Density Residential

**ZONING:**

R-10

R-10

**APPROVAL**

**CRITERIA:**

Community Development Code (CDC):  
Chapter 11: Single-family residential detached;  
Chapter 85: Land Division.

**120-DAY RULE:**

The application became complete on February 24, 2022. The 120-day period therefore ends on June 10, 2022.

## PROJECT BACKGROUND

The applicant proposes to adjust the shared boundary between Lots 9 and 10 of Unit G of the Moody Investment Company's Plat. The applicant also proposes to incorporate a portion of Lot 8 into Lot 9 and a portion of Lot 11 into Lot 10. All of these lots comprise tax lot 21E25AD03700, which is approximately 12,531 sq.ft. The proposal also includes a portion of a vacated power line right-of-way that is tax lot 21E25AD08206, which is approximately 1,882 sq. ft. The adjacent area of this taxlot will also be incorporated into newly configured Lots 9 and 10. The final size of configured Lot 9 will be 7,312 sq. ft. and Lot 10 will be 6,815 sq. ft. All of the lots and properties are legal lots of record and eligible for adjustment and development.

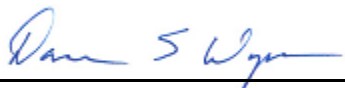
The purpose of the property line adjustment is to create two buildable lots for the construction of single-family homes. Neither reconfigured lot meets the minimum lot size requirement of the R-10 zone, but Oregon Revised Statute 197.761 requires a city to allow at least one dwelling unit on each platted lot that is zoned for single-family dwellings. No additional lots will be created by this proposal and it meets all standards of CDC Chapter 85.210.

Reconfigured Lots 9 and 10 will take access from West A Street via a 22-foot private access and utility easement on 5983 West A Street. An additional 16-foot private access easement will allow access to reconfigured Lot 10 across Lot 9. There is an existing 20-foot public utility easement covering the vacated power line right-of-way. If private utilities connections are required from public infrastructure in West A Street, this leaves Lot 10 without legal easement access to West A Street. To rectify this issue, the decision is conditioned to widen the 16-foot private access easement to a 20-foot private access and utility easement. A mutual maintenance agreement shall also be recorded for the conditioned easement.

## DECISION

The Planning Manager (designee) approves this application (LLA-22-01), based on: 1) the findings submitted by the applicant, which are incorporated by this reference; 2) supplementary staff findings included in the Addendum; and, 3) by the conditions of approval below:

1. The applicant shall file, with the county clerk, conveyances conforming the approved property line adjustment as surveyed in accordance with ORS 92.060(7) and any documents required by the county surveyor (such as an overplat).
2. The final property line adjustment map (or partition plat) showing the survey of the adjusted line(s) shall conform to the submittal dated February 9, 2022, with required changes from Conditions of Approval 3 and 4.
3. The applicant shall show on the face of the property line adjustment map (or partition plat), a 20-foot private access and utility easement on reconfigured Lot 9 for the benefit of Lot 10.
4. The applicant shall record a Mutual Maintenance Agreement for reconfigured Lots 9 and 10 for the 20-foot private access and utility easement on reconfigured Lot 9.



Darren Wyss, Planning Manager

March 2, 2022

Date

Appeals to this decision must be filed with the West Linn Planning Department within 14 days of the mailing date listed below. The cost of an appeal is \$400. The appeal must be filed by an individual who has established standing by submitting comments prior to the date identified in the public notice. Appeals will be heard by City Council. Approval will lapse 3 years from effective approval date if the final plat is not recorded.

Mailed this 2<sup>nd</sup> day of March, 2022.

Therefore, the 14-day appeal period ends at 4 p.m. on March 16, 2022.

**ADDENDUM**  
**APPROVAL CRITERIA AND FINDINGS**  
**LLA-22-01**

This decision adopts the findings for approval contained within the applicant's submittal, with the following exceptions and additions:

*I. Chapter 11 Single-Family Residential Detached R-10*

*11.030 Permitted Uses*

*1. Single-family detached residential unit.*

*(...)*

**Staff Finding 1: The applicant proposal consolidates two full lots with portions of two lots and a portion of a vacated power line right-of-way. The property line adjustment will create two buildable lots for the development of single-family homes. The criteria are met.**

*11.070 Dimensional Requirements, Uses Permitted Outright and Uses Permitted Under Prescribed Conditions*

*1. The minimum lot size shall be 10,000 square feet for a single-family detached unit.*

**Staff Finding 2: After the adjustment, Lot 9 will be 7,312 sq. t. and Lot 10 will be 6,815 sq. ft. Neither reconfigured lot will meet the minimum lot size, but Oregon Revised Statute 197.761 requires a city to allow at least one dwelling unit on each platted lot that is zoned for single-family dwellings. The City's ability to enforce the minimum lot size for this application is superseded by state statute. The criteria is not applicable.**

*2. The minimum front lot line length or the minimum lot width at the front lot line shall be 35 feet.*

**Staff Finding 3: Proposed reconfigured Lot 9 has a front lot line of approximately 67 feet. Proposed reconfigured Lot 10 has a front lot line of approximately 45 feet. Both properties meet the minimum front lot line requirement of 35 feet. The criteria are met.**

*3. The average minimum lot width shall be 50 feet.*

**Staff Finding 4: Proposed reconfigured Lot 9 has an average width of approximately 67 feet. Proposed reconfigured Lot 10 has an average width of approximately 56 feet. Both properties meet the minimum average lot width requirement of 50 feet. The criteria are met.**

*5. Except as specified in CDC 25.070(C)(1) through (4) for the Willamette Historic District, the minimum yard dimensions or minimum building setback area from the lot line shall be:*

*a. For the front yard, 20 feet; except for steeply sloped lots where the provisions of CDC 41.010 shall apply.*

- b. *For an interior side yard, seven and one-half feet.*
- c. *For a side yard abutting a street, 15 feet.*
- d. *For a rear yard, 20 feet.*

**Staff Finding 5: No structures are proposed at this time. Setbacks will be confirmed during the building permit process. The criteria are not applicable.**

- 6. *The maximum building height shall be 35 feet, except for steeply sloped lots in which case the provisions of Chapter 41 CDC shall apply.*
- 7. *The maximum lot coverage shall be 35 percent.*
- 8. *The minimum width of an accessway to a lot which does not abut a street or a flag lot shall be 15 feet.*
- 9. *The maximum floor area ratio shall be 0.45. Type I and II lands shall not be counted toward lot area when determining allowable floor area ratio, except that a minimum floor area ratio of 0.30 shall be allowed regardless of the classification of lands within the property. That 30 percent shall be based upon the entire property including Type I and II lands. Existing residences in excess of this standard may be replaced to their prior dimensions when damaged without the requirement that the homeowner obtain a non-conforming structures permit under Chapter 66 CDC.*
- 10. *The sidewall provisions of Chapter 43 CDC shall apply.*

**Staff Finding 6: No structures are proposed at this time. Maximum building height, maximum lot coverage, access width, maximum FAR, and sidewall provisions will be confirmed during the building permit process. The criteria are not applicable.**

*II. Chapter 85 General Provisions*

*85.210 Property Line Adjustments – Approval Standards*

*A. The Director shall approve or deny a request for a property line adjustment based on the criteria stated below:*

- 1. *An additional lot or parcel shall not be created by the line adjustment.*

**Staff Finding 7: The applicant proposes to adjust the shared boundary between Lots 9 and 10 of Unit G of the Moody Investment Company's Plat. The applicant also proposes to incorporate a portion of Lot 8 into Lot 9 and a portion of Lot 11 into Lot 10. All of these lots comprise tax lot 21E25AD03700. The proposal also includes a portion of a vacated power line right-of-way that is tax lot 21E25AD08206. No additional lots are proposed to be created. The criteria are met.**

- 2. *The existing property shall not be reduced in size by the adjustments below the minimum lot or parcel size established by the approved zoning for that district. The property line adjustment shall not enlarge, increase or extend the non-conformity of a non-conforming lot or non-conforming structure.*

**Staff Finding 8:** After the adjustment, Lot 9 will be 7,312 sq. t. and Lot 10 will be 6,815 sq. ft. Neither reconfigured lot will meet the minimum lot size, but Oregon Revised Statute 197.761 requires a city to allow at least one dwelling unit on each platted lot that is zoned for single-family dwellings. The City's ability to enforce the minimum lot size for this application is superseded by state statute. The criteria is not applicable.

3. *Property line adjustments shall be either:*
- a. *A straight line (see Figure 1 example);*
  - b. *A line with maximum of two 45- to 90-degree turns (see Figure 2 example); or*
  - c. *A maximum of three turns less than 45 degrees (see Figure 3 example).*
- (The following figures are only intended as examples.)*

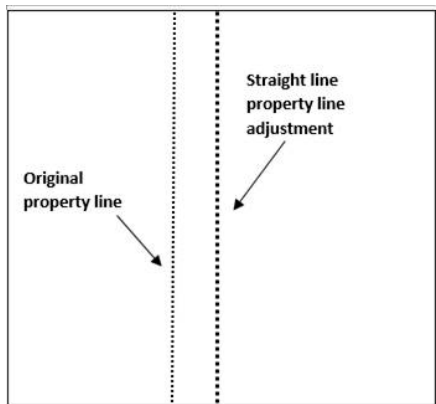


Figure 1

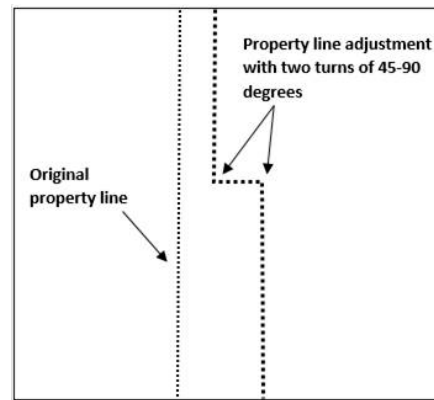


Figure 2

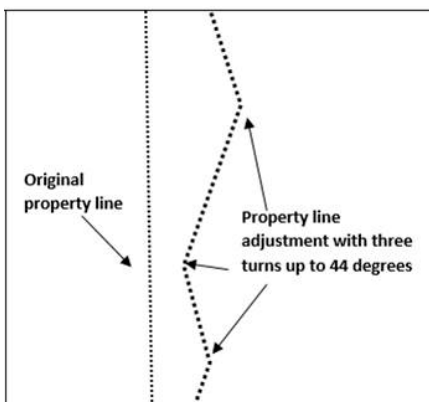


Figure 3

**Staff Finding 9:** The proposal adjusts the common property line between two existing lots of record. The existing common property line is straight and perpendicular to the side property lines and will remain straight and perpendicular after the adjustment (see Figure 1). The criteria are met.

4. *The property line adjustment shall not create a lot or parcel that violates applicable site development regulations.*

**Staff Finding 10: After adjustment, both 19065 Nixon Avenue and 4256 Terra Vista Court will continue to meet site development regulations. The criteria are met.**

5. *The property line adjustment will not adversely affect existing easements or existing utilities unless an easement vacation is obtained, replacement easements are established, or any required utility relocations are paid for by the applicant.*

**Staff Finding 11: The proposal does not adversely affect any existing public easements or utilities. Reconfigured Lots 9 and 10 will take access from West A Street via a 22-foot private access and utility easement on 5983 West A Street (see Attachment PD-1). An additional 16-foot private access easement will allow access to reconfigured Lot 10 across Lot 9. There is an existing 20-foot public utility easement covering the vacated power line right-of-way (see Attachment PD-1 and PD-3). If private utilities connections are required from public infrastructure in West A Street, this leaves Lot 10 without legal private utility easement access to West A Street. To rectify this issue, the applicant shall widen the 16-foot private access easement to a 20-foot private access and utility easement. The applicant shall record a mutual maintenance agreement for the conditioned easement. Subject to the Conditions of Approval, the criteria are met.**

6. *Proposed property line adjustments that cannot meet these standards are subject to review under CDC 99.060(B)(2)(e).*

**Staff Finding 12: The proposal meets the standards for a property line adjustment and does not require a variance. Please see Staff Findings 7 to 11. The criteria are met.**

7. *Any appeal must be filed in accordance with CDC 99.240.*

B. *The provisions of CDC 85.070 shall also apply to property line adjustments.*

**Staff Finding 13: The applicant understands the process and right to appeal the decision. The provisions of CDC section 85.070 "ADMINISTRATION AND APPROVAL PROCESS" are satisfied by this application (see Exhibit PD-1) for the lots of record subject to the proposal. The application is being processed in agreement with the provisions of CDC Chapter 99. The criteria are met.**



## **PD-1 APPLICANT SUBMITTAL**

### DEVELOPMENT REVIEW APPLICATION

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

**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.

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

**Brief Description of Proposal:**

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

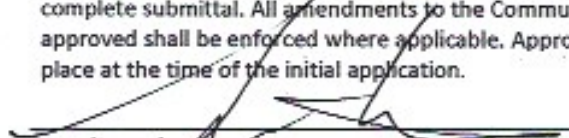

<b>Applicant Name:</b> MITICA LEONTESCU <small>(please print)</small>	<b>Phone:</b> 503-969-8850
<b>Address:</b> 23300 SW STAFFORD HILL DR.	<b>Email:</b> mitica@comcast.net
<b>City State Zip:</b> WEST LINN OR 97068	

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

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

	<b>5-20-21</b>		<b>5-20-21</b>
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.

**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  
 FEBRUARY 9, 2022 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.

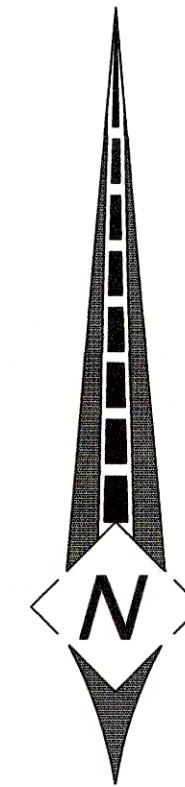
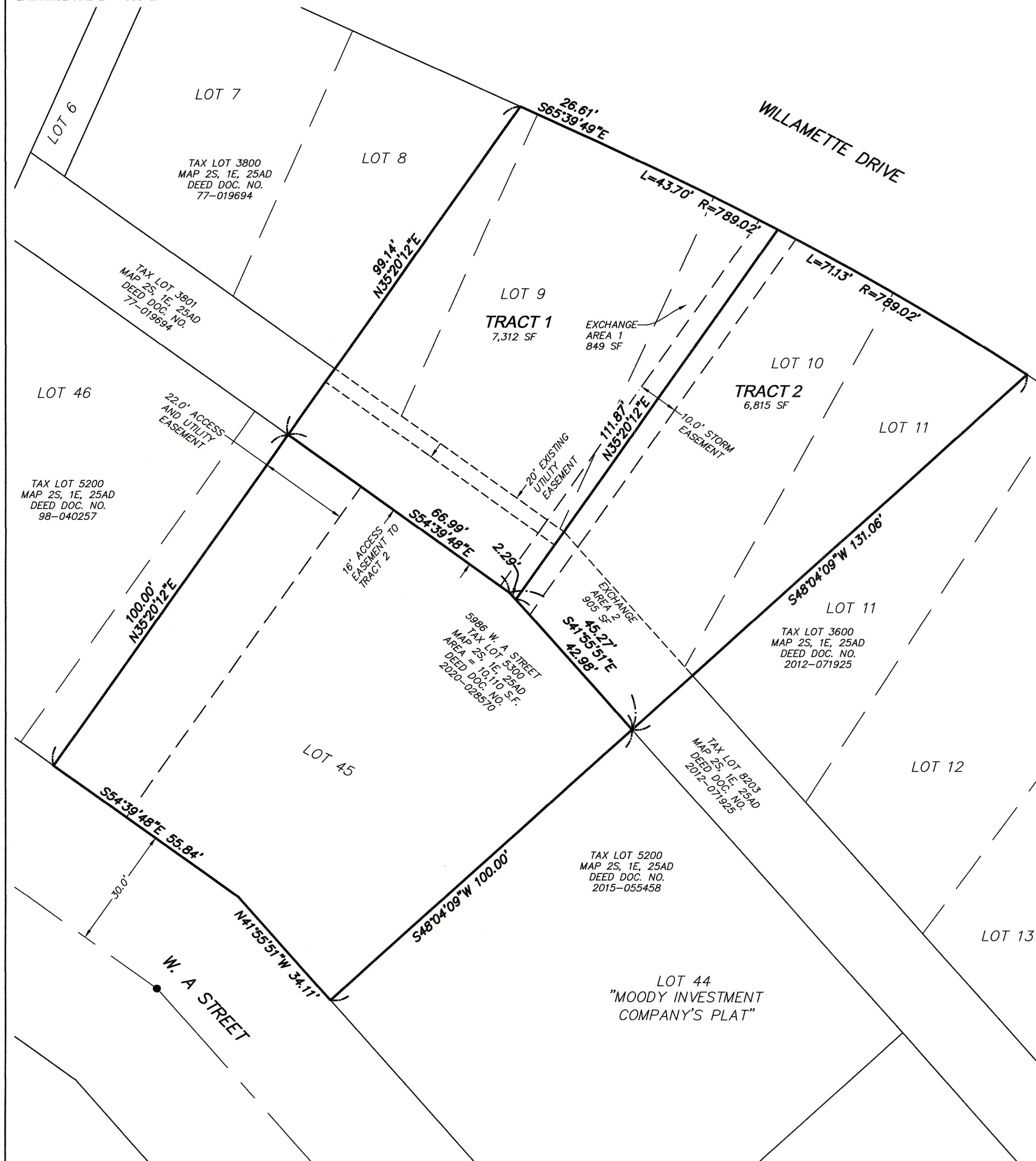
THE BASIS OF BEARINGS FOR THIS SURVEY IS PER MONUMENTS FOUND AND HELD PER THE PLAT OF "MOODY INVESTMENT COMPANY'S PLAT OF SUBDIVISIONS OF PARTS OF UNITS "G" AND "H" OF PLAT OF WEST OREGON CITY", RECORDS OF CLACKAMAS COUNTY.

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.

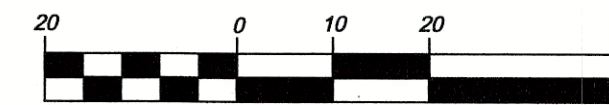
NO WARRANTIES ARE MADE AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE, ETC.

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 20155887 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.



GRAPHIC SCALE



(IN FEET)  
 1 INCH = 20 FT.

SIGNED ON: 10 FEB 22

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 13, 2004  
 TOBY G. BOLDEN  
 60377LS

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

**AFTER RECORDING  
RETURN TO:**

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

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**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"

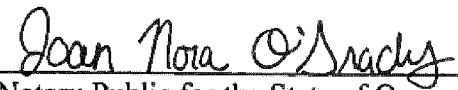


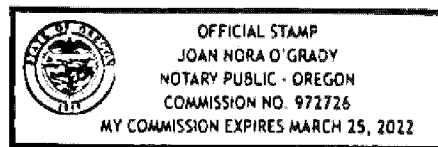
MITICA LEONTESCU, an individual

State of Oregon                    )  
  ) ss.  
County of Clackamas            )

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
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.

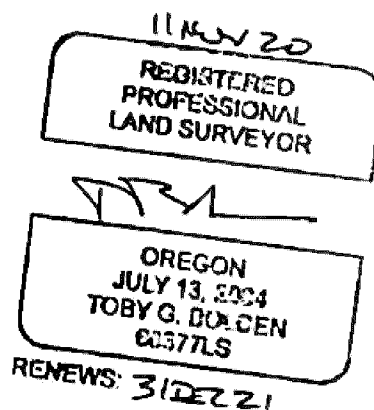
## EXHIBIT C


### 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.



 EASEMENT  
2,000 S.F.

DEED DOC. NO.  
98-040257

LOT 46

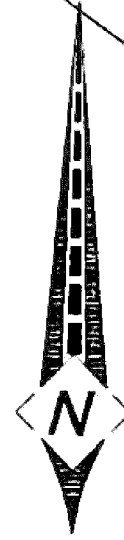
SOUTHEAST LINE  
OF LOT 46

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 503.650.0188

Plotted 11/11/2020 - 10:20am. W:\PROJ\CLACKAMAS\11-10-2020\A ST-MOODY & MOODY INVESTMENT CO. MOODY INVESTMENT CO.



**CENTERLINE CONCEPTS**  
LAND SURVEYING, INC.

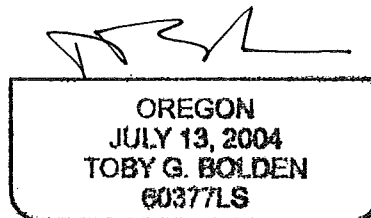
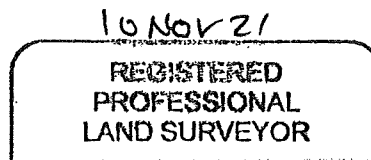
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045  
P. 503-650-0188 F. 503-650-0189

**Exhibit "B"**  
**Easement**  
**Legal Description**

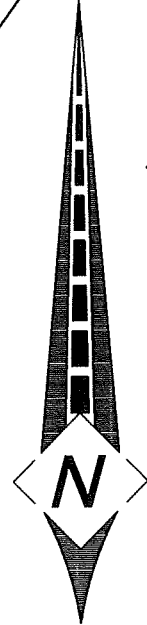
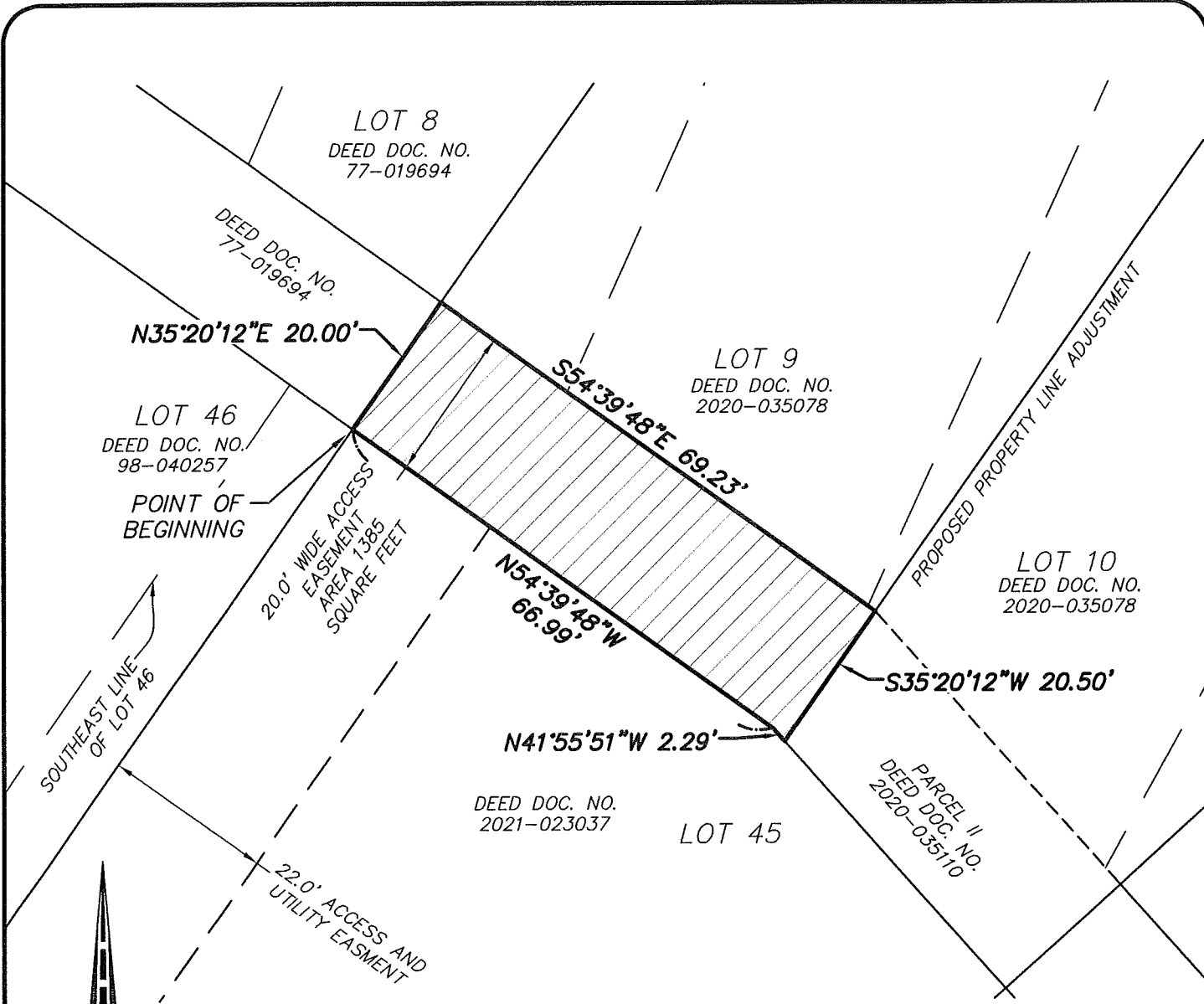
A tract of land being a portion of that 20-foot wide strip shown as the "Portland Electric Power Company Right of Way" on the Plat of "Moody Investment Company's Plat of Subdivisions of Parts of Units G and H of the Plat of West Oregon City", Plat No. 512, Clackamas County Plat Records, also being a 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

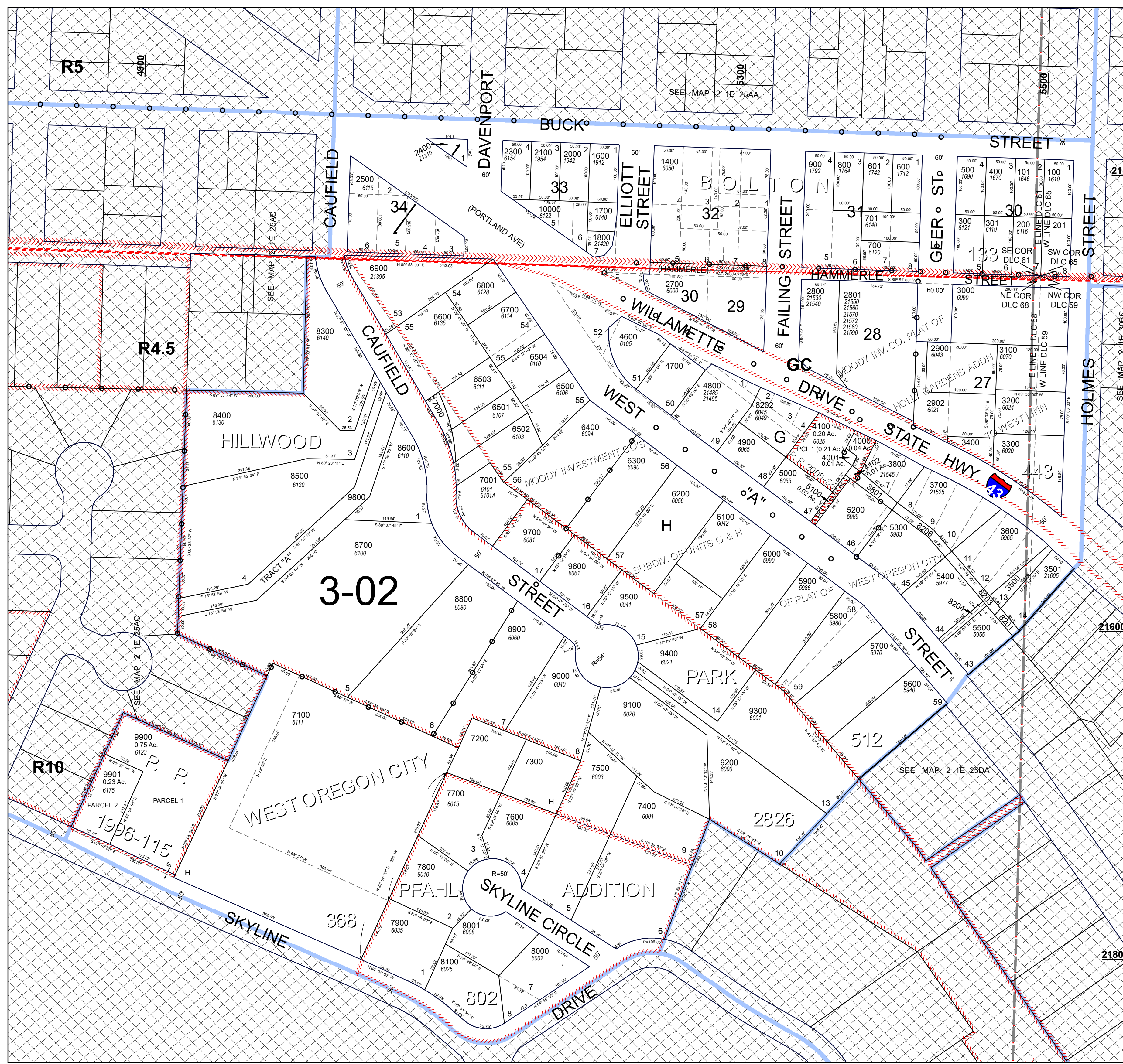
**PD-2 PLAT AND TAX MAPS**



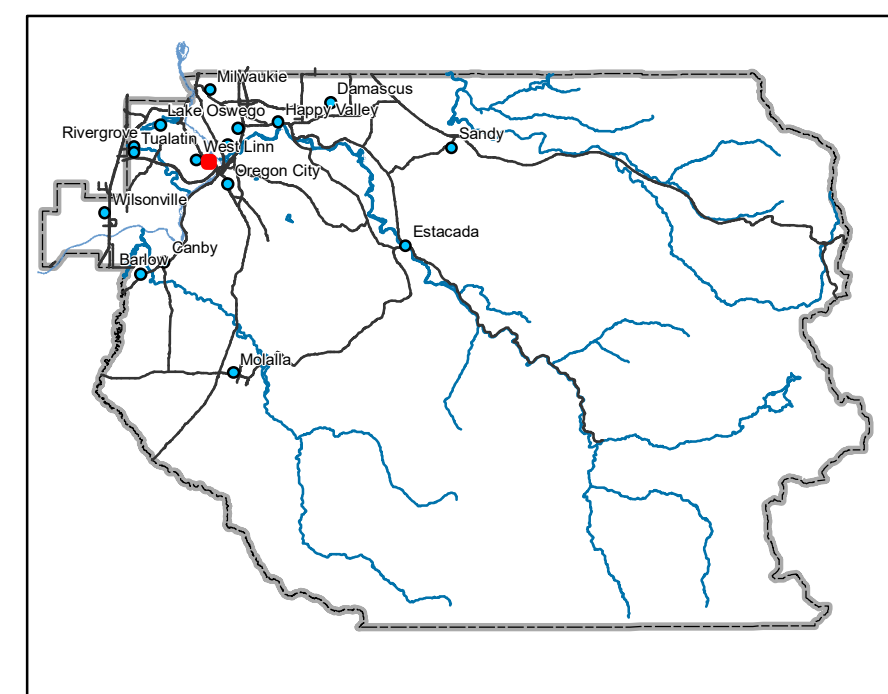
2 1 E 25AD  
 S.E. 1/4 N.E. 1/4 SEC. 25 T. 25 N. R. 10 W. WEST LINN, MN.  
 CLACKAMAS COUNTY  
 1" = 100'

D. L. C.  
 D. D. TOMPKINS NO. 61 & 65  
 DANIEL BURNS NO. 58 & 68

Cancelled Taxlots:  
 200  
 1000  
 1100  
 1200  
 1300  
 1500  
 1701  
 1801  
 1900  
 2200  
 2600  
 2701  
 2802  
 2803  
 2901  
 3890  
 3900  
 4101  
 4200  
 4300  
 4301  
 4400  
 4500  
 4601  
 4701  
 4801  
 4802  
 4803  
 4890  
 5900  
 7100  
 8200  
 8205  
 8291



- Parcel Boundary
- Private Road
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT  
 PURPOSES ONLY



4/25/2019

2 1 E 25AD  
 WEST LINN

# MOODY INVESTMENT COMPANY'S PLAT

Subdivisions of Parts of Units <sup>QF</sup>G and H of Plat of West Oregon City, an addition to the City of West Linn being a part of the Daniel Burns D.L.C. Nos 58 & 59 and the Hugh Burns D.L.C. No. 51, in Sec. 30, T.25. R.2E. W.M. Clackamas County, Oregon.  
Scale - One inch equals two hundred feet.

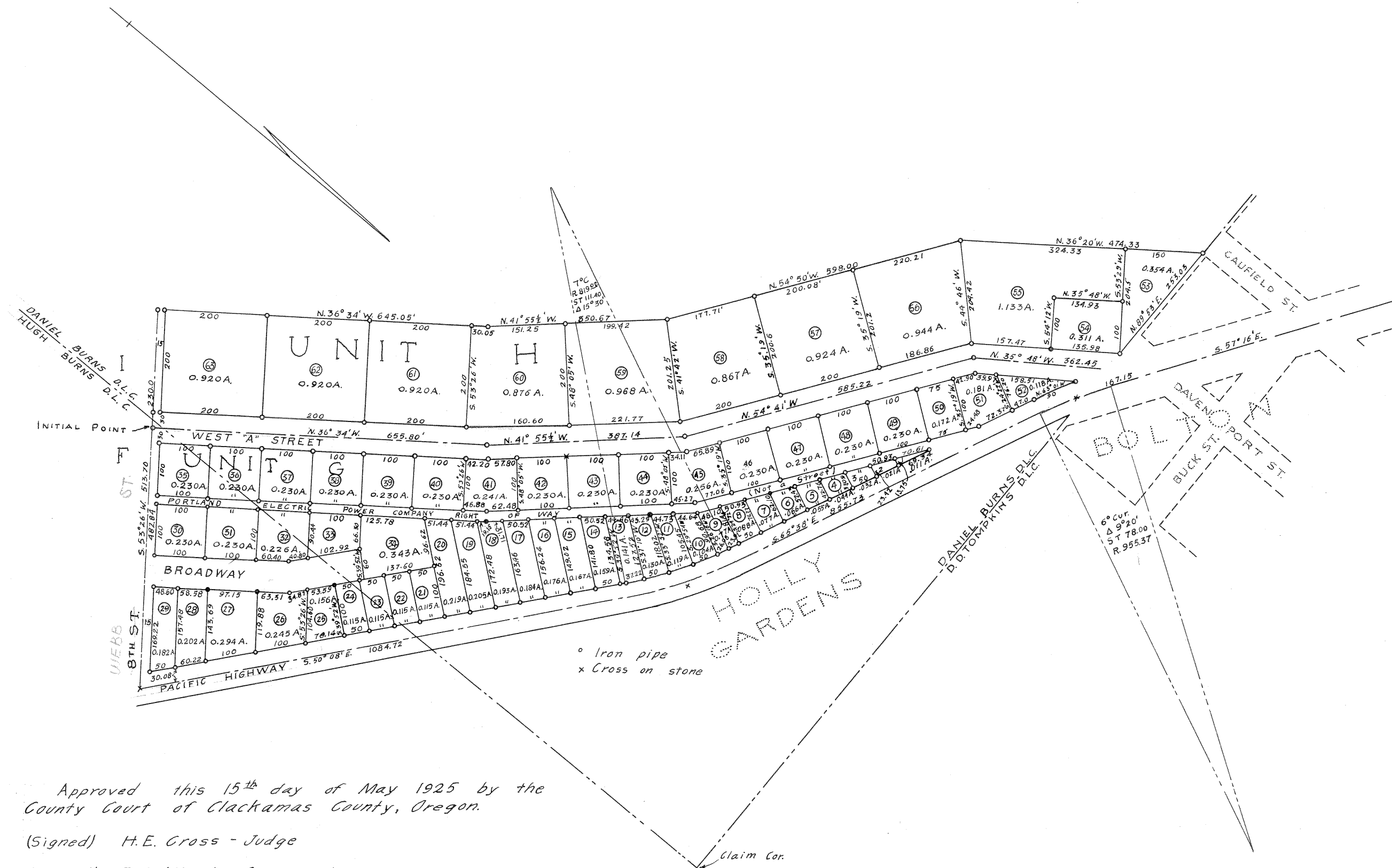
## ENGINEER'S CERTIFICATE

STATE OF OREGON }  
COUNTY OF CLACKAMAS } 55  
I, R.S. Milln, being first duly sworn on oath depose and say that I am a Civil Engineer and Surveyor, by profession, and that I have accurately surveyed the land represented on the annexed plat of Moody Investment Company's Plat of Subdivisions of parts of Units G and H of Plat of West Oregon City, and have marked with the proper monuments, the lands as represented; that the initial point of said survey is a 2 inch galvanized iron pipe driven 3 feet into the ground, said initial point being also the point that is common to Units F, G, H and I as shown on the Plat of West Oregon City as is recorded in Book 13, on Page 5, Record of Townplats for Clackamas County, Oregon, and that the land represented on said plat is described as follows:  
Beginning at the above described point; thence S. 53° 26' W. 230.0 ft. to an iron pipe in the south line of Unit H; thence N. 36° 34' W. 645.05 ft. to an iron pipe; thence N. 41° 55 1/2' W. 350.67 ft. to an iron pipe; thence N. 54° 50' W. 598 ft. to an iron pipe; thence N. 36° 20' W. 474.33 ft. to an iron pipe in the North Line of the Daniel Burns D.L.C. which line is identical with the north line of Unit H; thence N. 89° 55' E. along the north line of Unit H to its intersection with the Westerly right-of-way property line of the Pacific Highway; thence Southeasterly along the said westerly right-of-way property line to its intersection with the south line of Unit G of the said Plat of West Oregon City; thence S. 53° 26' W. 482.64 ft. to the place of beginning.

(Signed) R.S. Milln  
Registered Engineer No. 1025

Subscribed and sworn to before me this 15 day of May 1925.

(Signed) S.O. Dillman  
Notary Public for Oregon  
My commission expires July 11, 1927



## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Moody Investment Company, a corporation duly incorporated organized and existing under and by virtue of the laws of the State of Oregon and having its principal office and place of business in Portland, Oregon, with power to take hold and dispose of title to real estate being the owner of the tract of land described in the foregoing Engineers Certificate of the Moody Investment Company's Plat of Subdivisions of parts of Units G and H of the Plat of West Oregon City situated in Clackamas County, State of Oregon, does hereby dedicate to the use of the public forever all such streets shown thereon as have not been heretofore dedicated and shown on said Plat of West Oregon City, particularly Broadway.  
IN WITNESS WHEREOF, the said Moody Investment Company has caused its corporate name to be hereunto subscribed, and the said Moody Investment Company has caused these presents to be executed by its President and its corporate seal to be hereunto affixed, attested by the signature of its secretary, this day of 1925.

In the presence of MOODY INVESTMENT COMPANY  
(Signed) Mae Connors (Signed) by Franklin T. Griffith - President  
(Signed) Earl S. Nelson (Signed) attest A.G. Barry - Secretary

STATE OF OREGON }  
COUNTY OF MULTNOMAH } 55  
This certifies that on this day of 1925, before me a Notary Public in and for said County and State, personally appeared Franklin T. Griffith and A.G. Barry to me personally known, who being first duly sworn did say that he the said Franklin T. Griffith is the President, and he the said A.G. Barry is the Secretary of the Moody Investment Company, the corporation above named and that the seal affixed to the above instrument is the corporate seal of said Company and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and acknowledged to me that said instrument was the free act and deed of said corporation.  
IN WITNESS WHEREOF, I, have hereunto set my hand and affixed my Notarial Seal this the day and year first above written.

(Signed) Mae Connors  
Notary Public for Oregon  
My Commission expires March 13, 1926

Approved this 15<sup>th</sup> day of May 1925 by the County Court of Clackamas County, Oregon.

(Signed) H.E. Cross - Judge  
(Signed) R. A. Wright - Commissioner  
- Commissioner  
Attest (Signed) Fred Miller - Clerk

CLACKAMAS COUNTY ASSESSORS APPROVAL  
Approved this 15<sup>th</sup> day of May 1925  
(Signed) W. B. Cook - Assessor

CLACKAMAS COUNTY SHERIFFS STATEMENT  
All taxes to and inclusive of the first half year 1924  
(Signed) E. J. Mass - Sheriff  
by (Signed) Jessie Paddock - Deputy

CLACKAMAS COUNTY RECORDER'S STATEMENT  
STATE OF OREGON }  
COUNTY OF CLACKAMAS } 55  
I, E.G. Hackett, County Recorder in and for said county do hereby certify that the attached instrument of writing was received for record at 11:20 A.M. on this 15<sup>th</sup> day of May, 1925, and recorded on PAGE in Book Record of Townplats for said County and state.  
Witness my hand and seal of office affixed.  
(Signed) E. G. Hackett  
County Recorder

WEST LINN CITY ENGINEER'S APPROVAL  
Approved this 15<sup>th</sup> day of May 1925.  
(Signed) R.S. Milln  
City Engineer.

Aug. 1947  
Traced by R. Sommerfeldt

## **PD-3 PUBLIC UTILITY EASEMENT**

2-1E-25AD  
22E 30 BC

Project: Moody Inv. Co. Tract, Lot 14-18  
Easement No. 1  
TL 3890 21E-25AD  
TL 1101 22E-30

LIS 18  
702

E A S E M E N T

The undersigned, Alfred H. Jeppesen,

Grantors, for the consideration of none and no/100 Dollars to Grantors paid, the receipt of which is hereby acknowledged, do hereby grant unto the CITY OF WEST LINN, a municipal corporation, its successors and assigns, referred to herein as CITY, a permanent right-of-way and easement to construct, reconstruct, operate, and maintain, utilities and all necessary related facilities under and along the following described premises:

(SEE REVERSE FOR DESCRIPTION)

The permanent right-of-way or easement shall include the right, privilege, and authority of CITY to excavate for, and to construct, install, lay, operate, maintain, and remove underground pipelines and/or cables with all appurtenances incident thereto or necessary thereafter, for the purpose of supplying public utility service under and across the said premises, together with the right of CITY to place, install, maintain, inspect, add to the number of, and relocate pipelines and/or cables and necessary appurtenances and make excavations therefor from time to time, in, under, and through the above described premises within said right-of-way, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines and/or cables or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of patrolling the pipelines and/or cables, or repairing, renewing, or adding to the number of pipelines and/or cables and appurtenances and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted.

CITY, upon the initial installation and upon each and every occasion that the same be repaired or removed, shall restore the premises of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition; buildings and improvements to be restored as near as possible to as good a condition as the same were, prior to any such installation. The only other persons, firms, or corporations know by Grantors to have any interest in the granted property are:

Dated this 12<sup>th</sup> day of Aug, 1977±

[Signature]

STATE OF OREGON }  
County of Clackamas } ss  
*Washington*

12<sup>th</sup> Day of August, 1977

Personally appeared the above named Alfred H. Jeppesen

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 29 September, 1979

DESCRIPTION:

A portion of that 20 foot strip of land running through Moody Investment Company's Subdivision of Units "G and H" of West Oregon City, an addition to the City of West Linn, Clackamas County, Oregon and originally designated as the Portland Railway Light and Power Company Transmission Line, which is described as follows:

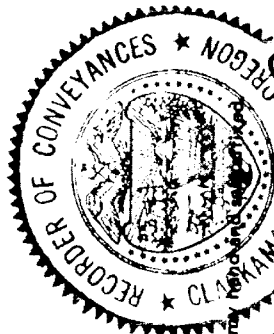
Beginning at the Southeast corner of Tract 18 of Moody Investment Co. Plat of Units "G and H" of West Oregon City; thence Northwesterly along the South line of Tracts 6,7,8,9,10,11,12,13,14,15,16,17 and 18 to the most West Southwest corner of Tract 6; thence at 90° to the Southwest line of Tract 6, 20 feet Southwesterly to a point on the North line of Tract 47; thence Southeasterly along the North line of Tracts 41,42,43,44,45,46 and 47 to a point on the North line of Tract 41 that is Southwesterly at right angles to the Southeast corner of Tract 18 as reckoned from the South line of Tract 19; thence Northeasterly 20 feet to the Point of Beginning.

The Grantor also includes those rights for Parcel II of ingress, egress and utilities reserved for him in that contract with Del-Mac Corporation dated 1 November, 1972 and recorded as instrument 72-34841 in the Deed of Records, Clackamas County, Oregon. The right of ingress and egress shall be shared by the City of West Linn and Alfred H. Jeppesen, his heirs and assigns.

STATE OF OREGON )  
County of Clackamas ) ss.

I, George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of said county at

78 JAN 25 P 3:21



Witness my hand and seal this 25th day of January 1978.

*George D. Poppen*  
GEORGE D. POPPEN  
County Clerk

Recording Certificate

78 3420

CCP-R4

2

after recording, please  
return to

CITY OF WEST LINN  
CITY HALL  
WEST LINN, OREGON 97068

## **PD-4 COMPLETENESS LETTER**



# West Linn

February 24, 2022

Mitica Leontescu  
23300 SW Stafford Hill Drive  
West Linn, OR 97068

SUBJECT: LLA-22-01 application for a Lot Line Adjustment at 21525 Willamette Drive

Dear Mitica:

You submitted this application on January 18, 2022. The Planning and Engineering Departments found the application to be incomplete. Subsequent information was submitted on February 10, 2022 and the application is now **complete**.

The city has 120 days to exhaust all local review; that period ends June 10, 2022.

Please be aware that determination of a complete application does not guarantee a recommendation of approval from staff for your proposal as submitted – it signals that staff believes you have provided the necessary information for the Planning Manager to render a decision on your proposal.

Please contact me at 503-742-6064, or by email at [dwyss@westlinnoregon.gov](mailto:dwyss@westlinnoregon.gov) if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darren Wyss".

Darren Wyss

Planning Manager