

DEVELOPMENT REVIEW APPLICATION

For Office Use Only

STAFF CONTACT	PROJECT NO(S).	PRE-APPLICATION NO.
NON-REFUNDABLE FEE(S)	REFUNDABLE DEPOSIT(S)	TOTAL

Type of Review (Please check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Annexation (ANX)
<input type="checkbox"/> Appeal (AP)
<input type="checkbox"/> CDC Amendment (CDC)
<input type="checkbox"/> Code Interpretation (MISC)
<input type="checkbox"/> Conditional Use (CUP)
<input type="checkbox"/> Design Review (DR)
<input type="checkbox"/> Tree Easement Vacation (MISC)
<input type="checkbox"/> Expediated Land Division (ELD)
<input type="checkbox"/> Extension of Approval (EXT) | <input type="checkbox"/> Final Plat (FP) Related File # _____
<input type="checkbox"/> Flood Management Area (FMA)
<input type="checkbox"/> Historic Review (HDR)
<input checked="" type="checkbox"/> Lot Line Adjustment (LLA)
<input type="checkbox"/> Minor Partition (MIP)
<input type="checkbox"/> Modification of Approval (MOD)
<input type="checkbox"/> Non-Conforming Lots, Uses & Structures
<input type="checkbox"/> Planned Unit Development (PUD)
<input type="checkbox"/> Street Vacation | <input type="checkbox"/> Subdivision (SUB)
<input type="checkbox"/> Temporary Uses (MISC)
<input type="checkbox"/> Time Extension (EXT)
<input type="checkbox"/> Right of Way Vacation (VAC)
<input type="checkbox"/> Variance (VAR)
<input type="checkbox"/> Water Resource Area Protection/Single Lot (WAP)
<input type="checkbox"/> Water Resource Area Protection/Wetland (WAP)
<input type="checkbox"/> Willamette & Tualatin River Greenway (WRG)
<input type="checkbox"/> Zone Change (ZC) |
|--|---|---|

Pre-Application, Home Occupation, Sidewalk Use, Addressing, and Sign applications require different forms, available on the website.

Site Location/Address: 1970 SYLVAN WAY, WEST LINN, OREGON 97068	Assessor's Map No.: 2 1E 23BA <hr/> Tax Lot(s): 2400 <hr/> Total Land Area: 27,447 SF
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Brief Description of Proposal:

TO ADJUST THE PROPERTYLINE BETWEEN TAX LOTS 2300 AND 2400, 2 1E 23BA IN ACCORDANCE WITH A MUTUAL RELEASE AND SETTLEMENT AGREEMENT BETWEEN THE PARTIES (DONACIANO J. RAMOS AND KELLI A. RAMOS AND PHILIP K. POTKOWSKI AND SYDNEY R. POTKOWSKI).

Applicant Name*: COMPASS LAND SURVEYORS Address: ATTN: DON DEVLAE MINCK City State Zip: 4107 SE INTERNATIONAL WAY, SUITE 705 MILWAUKIE, OREGON 97222	Phone: _____ Email: 503-939-5191 dond@compass-landsurveyors.com
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Owner Name (required): DONACIANO JULIAN RAMOS Address: 1970 Sylvan Way City State Zip: West Linn, OR, 97068	Phone: _____ Email: 503-740-7473 djramos3@yahoo.com
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Consultant Name: COMPASS LAND SURVEYORS Address: ATTN: DON DEVLAE MINCK City State Zip: 4107 SE INTERNATIONAL WAY, SUITE 705 MILWAUKIE, OREGON 97222	Phone: _____ Email: 503-939-5191 dond@compass-landsurveyors.com
--	---

1. Application fees are non-refundable (excluding deposit). Applications with deposits will be billed monthly for time and materials above the initial deposit. ***The applicant is financially responsible for all permit costs.**
2. The owner/applicant or their representative should attend all public hearings.
3. A decision may be reversed on appeal. The decision will become effective once the appeal period has expired.
4. Submit this form, application narrative, and all supporting documents as a single PDF through the Submit a Land Use Application web page: <https://westlinnoregon.gov/planning/submit-land-use-application>

The undersigned property owner authorizes the application and grants city staff the **right of entry** onto the property to review the application. Applications with deposits will be billed monthly for time and materials incurred above the initial deposit. The applicant agrees to pay additional billable charges.

 Applicant's signature	05/30/24 Date	 Owner's signature (required)	05.30.2024 Date
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Owner Name (required): SP & FAMILY, LLC Address: 1694 MARYLHURST DRIVE WEST LINN, OREGON 97068	Phone: Email: 503-810-0850 david@amanlawpdx.com
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Consultant Name: COMPASS LAND SURVEYORS Address: ATTN: DON DEVLAE MINCK 4107 SE INTERNATIONAL WAY, SUITE 705 MILWAUKIE, OREGON 97222	Phone: Email: 503-939-5191 dond@compass-landsurveyors.com
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Applicant's signature

6/13/24
Date


Owner's signature (required)

06/12/2024
Date

MUTUAL RELEASE AND SETTLEMENT AGREEMENT-POTKOWSKI/RAMOS-PROPERTY LINE ADJUSTMENT APPLICATION

PROJECT NARRATIVE

This project proposes a property line adjustment between Tax Lot 2400 2 1E 23BA and Tax Lot 2300 2 1E 23BA. Approval of the property line adjustment by the City of West Linn is being sought as it is in conformance with a Mutual Release and Settlement Agreement in October, 2023, between the property owners, Donaciano J. Ramos and Kelli A. Ramos (Plaintiffs and owner of Tax Lot 2400 2 1E 23BA) and Philip K. Potkowski and Sydney R. Potkowski (Defendants and owners of Tax Lots 2300, 2500 and 2600 2 1E 23BA). Current ownership of Tax Lots 2300, 2500 and 2600 2 1E 23BA is in the name of SP & Family, LLC per Bargain and Sale deed recorded as Document Number 2022-009439, Clackamas County deed records. Current ownership of Tax lot 2400 2 1E 23BA is in the name of Donaciano Julian Ramos per Quitclaim deed recorded as Document Number 2023-029200, Clackamas County deed records. (Current ownership entities are connected to the original plaintiffs and defendants in the Mutual Release and Settlement Agreement.) No new development will take place as a result of the adjustment; only a change of ownership will result.

RESPONSES TO APPROVAL CRITERIA IN COMMUNITY DEVELOPMENT CODE 85.21

A (1): This standard has been met as no additional lot or parcel is being created by the proposed property line adjustment.

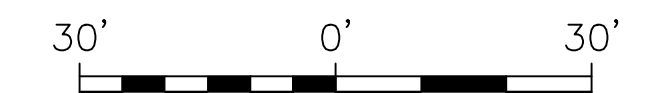
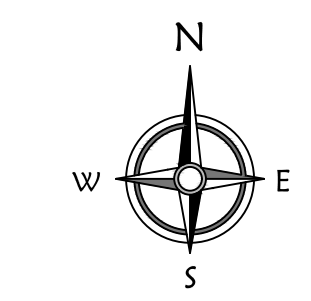
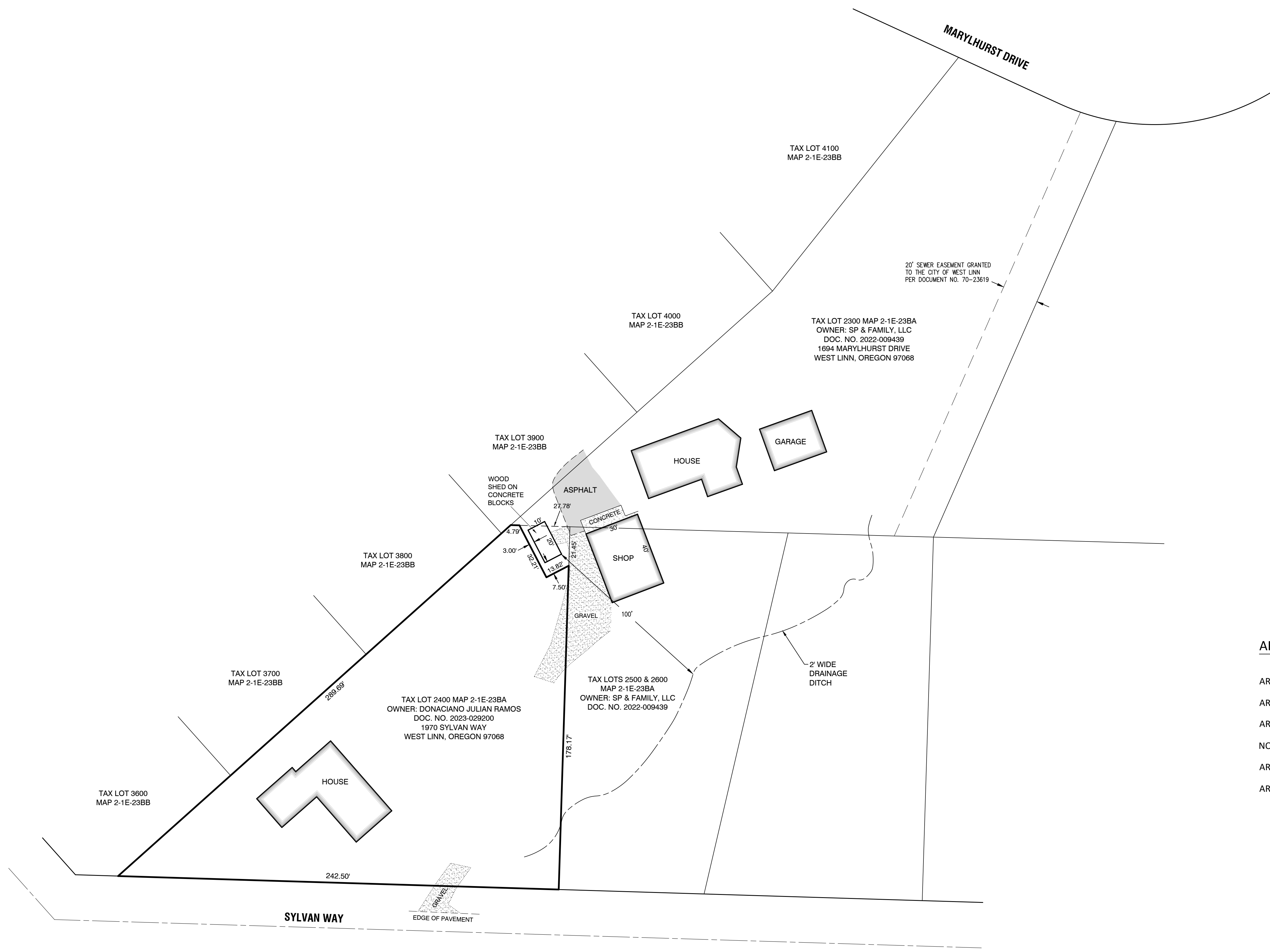
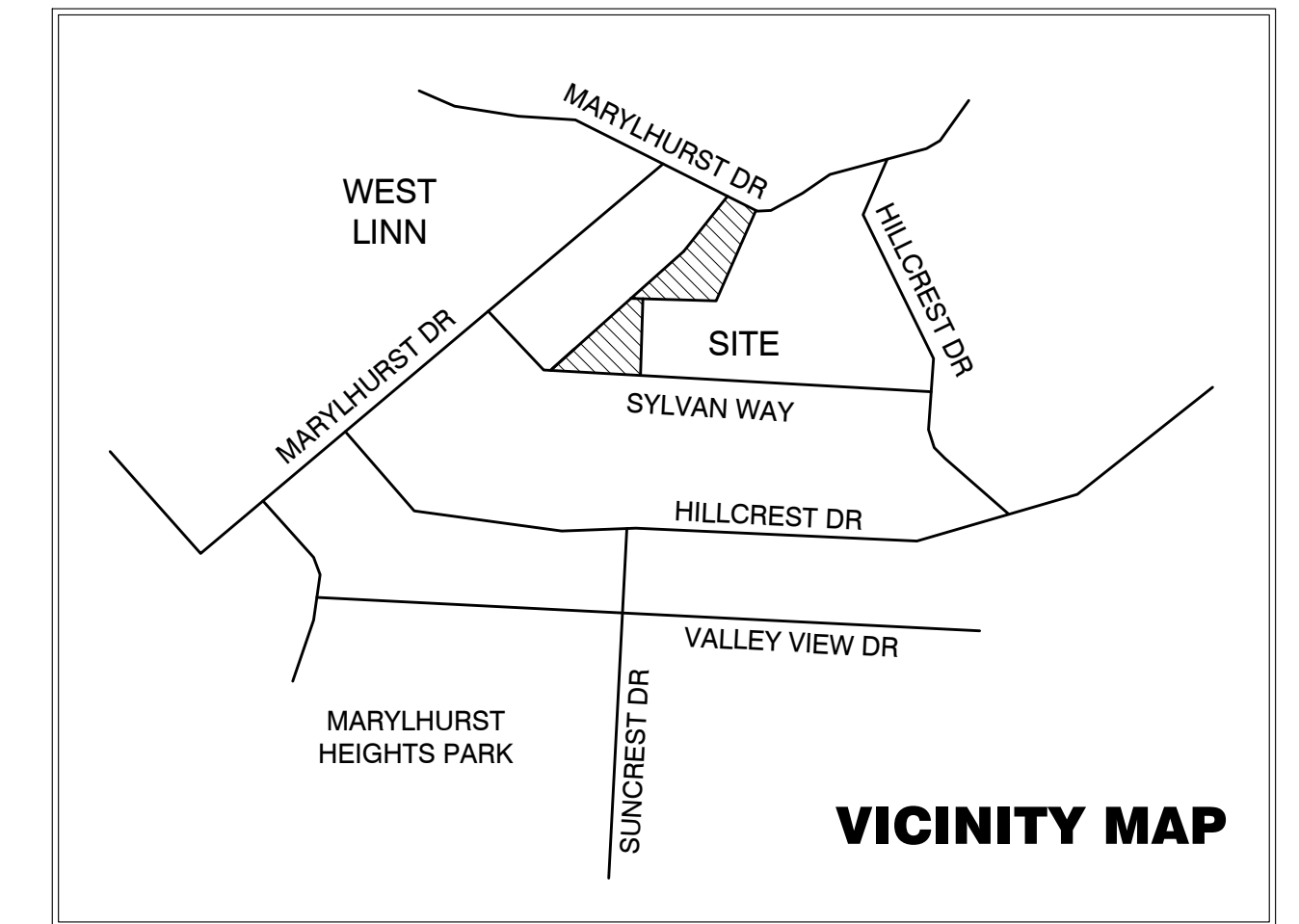
A (2): This standard has been met as the proposed property line adjustment will not reduce the size of either property below the minimum lot size of 15000 square feet which is the approved amount for the R-15 zoning. No non-conforming lots exist or will result as a result of the proposed adjustment.

A (3): This standard has been met as the proposed property line adjustment has only two lines with a 90 degree turn between them.

A (4): This standard has been met as the proposed property line adjustment does not create a lot which violates applicable site development regulations.

A (5): This standard has been met as the proposed property line adjustment will not adversely affect any existing easements or existing utilities.





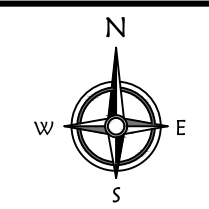
Scale: 1" = 30'

----- OLD PROPERTY LINE TO BE ADJUSTED
ZONING: R-15

AREA SUMMARY

AREA TO BE ADJUSTED (FROM TAX LOT 2400 TO TAX LOT 2300): 520 SQUARE FEET
 AREA OF TAX LOT 2400 ORIGINALLY (BEFORE ADJUSTMENT): 27,447 SQUARE FEET
 AREA OF TAX LOT 2400 AFTER ADJUSTMENT: 26,927 SQUARE FEET
 NO CHANGE IN AREA OF TAX LOT 2500/2600 (19,979 SQUARE FEET)
 AREA OF TAX LOT 2300 BEFORE ADJUSTMENT: 0.909± ACRES
 AREA OF TAX LOT 2300 AFTER ADJUSTMENT: 0.92± ACRES (40,075± SQUARE FEET)

DATE	NO.	REVISION	PLAN	8189 Pre PLA.dwg
			DRAWN	MMM
			CHECK	DD
			SCALE	1" = 30'
			DATE	05/2024



COMPASS Land Surveyors
 4107 SE International Way, Suite 705
 Milwaukie, Oregon 97222 503-653-9093

PHILIP K. AND SYDNEY R. POTKOWSKI
 1970 SYLVAN WAY
 WEST LINN, OREGON 97068

SITE MAP FOR A PROPERTY LINE ADJUSTMENT
 1970 SYLVAN WAY
 WEST LINN, OREGON 97068

MUTUAL RELEASE and SETTLEMENT AGREEMENT

DATE: This Agreement is dated as of the date of the last signature hereunder.

PARTIES: Donaciano J. Ramos and Kelli A. Ramos (“Plaintiffs”)
Philip K. Potkowski and Sydney R. Potkowski (“Defendants”)

RECITALS

A. Plaintiffs filed a Complaint against Defendants in the Circuit Court for the County of Clackamas, State of Oregon, Case No. 19CV18589 (the “Complaint”), which Complaint arose out of certain alleged acts or omissions by Defendants. Defendants filed an Answer containing Affirmative Defenses and Counterclaim.

B. Plaintiffs own real property commonly known as 1970 Sylvan Way, West Linn, Clackamas County, Oregon. Defendant own real property commonly known as 1694 Marylhurst Drive, West Linn, Clackamas County, Oregon. The properties share a common boundary, the precise location of which formed the basis of the dispute giving rise to Plaintiffs’ Complaint and Defendants’ Answer. Affirmative Defenses and Counterclaim thereto.

C. The parties desire to enter into this Mutual Release and Settlement Agreement (“Agreement”) in order to provide for full settlement and discharge of any and all disputes and claims between the parties, including, without limitation, those which are, could be, or might have been, related to the boundary dispute and the location of the shed, unless otherwise specified hereunder, upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1. **Recitals:** The recitals are an integral part of this Agreement and are incorporated herein.
2. **Affected Parties:** This release and discharge shall also apply to the parties’ family members, agents, heirs and assigns, and any and all other persons, firms, or corporations with whom any of the former may have been, are now, or may hereafter be affiliated.
3. **Terms and Conditions:** In consideration of the agreement set forth above, the parties agree to the following specific terms and conditions:
 - 3.1. **New Lot Line:** The parties agree to a new lot line that will run approximately parallel to and 3-feet from the back of the Defendants’ shed to a point; then turning northeasterly at a 90-degree angle and running up to 7.5 feet off the southeasterly side of the Defendants’ shed until it intersects with the boundary of the Plaintiffs’ property, as sketched on the **Exhibit 1** in Plaintiffs’ June 16 offer. See attached **Exhibit 1**. A licensed surveyor shall set ground stakes to confirm the line location according to the sketch, **Exhibit 1**. The surveyor shall notify each parties’ counsel by email (Plaintiffs: rick@troudaleinjurylawyer.com; Defendants: david@amanlawpdx.com) that the stakes have been set. If no party has emailed the other party an objection to the location of the line as staked within seven (7) days of receipt of such notice, the line shall be located where the stakes are set. This settlement agreement is expressly contingent upon final approval of the lot line adjustment by the City of West Linn or written confirmation from City of West Linn that lot line adjustment is not required.

- 3.2. **Survey:** Defendants shall pay the cost of the above-described survey, which shall be contracted on behalf of Defendants and Plaintiffs. The survey will be done by a licensed surveyor prior to entry of the general judgment (see No. 5.3 below) and the legal description of the new boundary will be incorporated into a General Judgment. If it is determined by the city of West Linn that a formal lot-line adjustment is necessary, the Defendants shall use their best efforts to complete such process expeditiously. Each party shall cooperate in the formal lot line adjustment process as necessary to ensure the process is completed expeditiously. Defendants shall be solely responsible for all cost and fees associated with the survey and the line adjustment process, if deemed necessary by the City of West Linn.
- 3.3. **Judgment of Dismissal:** Upon approval of the lot line adjustment in Section 3.1, above, the new lot line shall be entered into a general judgment per ORS 92.017, and the pending litigation, Clackamas County Case No. 19CV18589, shall be dismissed by the parties' attorneys with prejudice and without costs or fees to either party except as provided herein.
- 3.4. **Defendants' Payment:** Within fourteen days of entry of judgment in Section 3.3, above, Defendants shall deliver a check to Plaintiff's attorney in the amount of \$40,000.00, payable to "Troutdale Injury Lawyer Trust FBO Donaciano and Kelli Ramos," said amount shall be held in escrow and not disbursed until completion of the lot line adjustment, entry of judgment of dismissal and completion of the fence around the shed as set forth in Section 3.5 below.
- 3.5. **Fence Construction:** Simultaneous with the execution and delivery of this Agreement from Defendants to Plaintiff's counsel, Defendants shall pay the sum of \$5,615.00 for a 6' high chain link fence to be erected by Rick's Fencing, said sum shall be held in escrow by David Aman to be paid to Rick's Fencing upon completion of the fence. The fence shall be erected on the Plaintiffs' property not more than 4" from the new lot line around the shed as determined by the said survey. Fence construction shall commence as soon as possible following the surveyed line adjustment being accepted by the City of West Linn. The completion date of the fence construction shall be determined by Rick's Fencing according to its normal work scheduling.
4. **Release and Discharge:** In consideration for the terms and conditions set forth in Section 3, Plaintiffs and Defendants hereby completely release and forever discharge each other from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, and compensation of any nature whatsoever arising out of, or in any way related to, the parties' boundary dispute, the claims and counterclaims litigated by and between the parties, the parties' dealings or other relationships, including, without limitation, any and all known or unknown claims for injuries or damages to either party which may have resulted or may result from the alleged acts or omissions of either party relating to events predating this Agreement.
5. **Nature of Release:** The parties acknowledge and agree that the release and discharge set forth above is intended to be a broad and general release, excepting only those claims expressly preserved in this Agreement, and encompassing all claims of any nature whatsoever, known or unknown. The parties expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the parties' decision to enter into this Agreement. The parties further agree that this Agreement is a complete compromise of matters involving disputed issues of law and fact and that each party assumes the risk that the facts or law may be other than they believe. It is understood and further agreed by the parties that this Agreement is a compromise of doubtful and disputed claims and counterclaims, and that the Agreement is not to be construed as an admission of liability by either party as each party expressly denies liability.
6. **Indemnification:** The Defendants shall indemnify and defend against claims, if any, brought by the Defendants' tenants against Plaintiffs related to the parties' boundary line.

7. **Warranty of Capacity to Execute Agreement:** Each party hereto represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement except as otherwise set forth herein; that the parties hereto have the sole right and exclusive authority to execute this Agreement; and that the parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.
8. **Representation of Comprehension:** In entering into this Agreement, the undersigned parties acknowledge and represent that: (a) they have relied upon the advice of their own attorney, who is the attorney of their own choice, concerning the legal consequences of this Agreement; (b) the terms of this Agreement have been completely read and explained to the parties by their respective attorney attorneys; and (c) the terms of this Agreement are fully understood and voluntarily accepted by the parties.
9. **Entire Agreement:** This Agreement contains the entire agreement between the parties with regard to the matter set forth.
10. **Effectiveness:** This Agreement shall become effective immediately following execution by each of the parties.
11. **Attorney Fees:** In the event that this Agreement is breached by either party or litigation is filed alleging any breach of the covenants, warranties, and/or representations contained in this Agreement, or seeking clarification of any of its terms, the party prevailing as to such claims/determinations shall be entitled to recover from the non-prevailing party all reasonable attorney fees, costs, and disbursements incurred as a result of such litigation.
12. **Construction:** This Settlement Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, and performance of this Settlement Agreement shall be governed by, the laws of the State of Oregon. Exclusive venue for any action arising under this Settlement Agreement shall lie in the courts of competent jurisdiction located within Clackamas County, Oregon.
13. **Fax and Electronic Signatures:** For the purposes of the execution of this Agreement, fax(ed) and/or electronic (e.g., PDF) signatures shall be sufficient and equivalent to original signatures.
14. **Multiple Counterparts:** This Agreement may be executed in multiple counterparts and transmitted via facsimile or email attachment, provided the medium is legible, and each such facsimile or email attachment copy shall be treated as an original, but all of which together shall constitute a single instrument. Facsimile and/or email attachment signatures are acceptable and deemed original signatures provided they are legible facsimiles of an original handwritten signature. Upon the physical delivery, facsimile, or email transmission of each party's hand-written signature to the other party(s), this Agreement shall be deemed executed by the sending party as of the date and time of such transmission. Upon execution by all parties of this Agreement and transmission of the same to all other parties, this Agreement shall be deemed mutually executed.

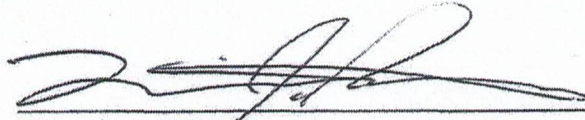
SIGNATURES FOLLOW ON NEXT PAGE

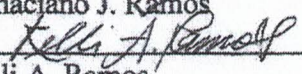
It is so agreed:

PLAINTIFFS:

Dated: 10/20, 2023

Dated: 10.20, 2023



Donaciano J. Ramos


Kelli A. Ramos

DEFENDANTS:

Dated: _____, 2023

Dated: _____, 2023

Philip K. Potkowski

Sydney R. Potkowski

APPROVED AS TO FORM:

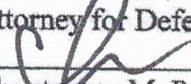
Dated: 10/20, 2023



Richard E. Davis, Jr., OSB No. 160685
Attorney for Plaintiffs

Dated: _____, 2023

Dated: October 20, 2023

David S. Aman, OSB No. 962106
Attorney for Defendants


Christopher M. Parker, OSB No. 104776
Attorney for Defendants

It is so agreed:

PLAINTIFFS:

Dated: _____, 2023

Donaciano J. Ramos

Dated: _____, 2023

Kelli A. Ramos


DEFENDANTS:

Dated: Oct 20, 2023, 2023

Philip Potkowski
Philip Potkowski (Oct 20, 2023 10:14 CDT)

Dated: Oct 22, 2023, 2023

Philip K. Potkowski


Sydney R. Potkowski (Oct 22, 2023 23:44 CDT)
Sydney R. Potkowski

APPROVED AS TO FORM:

Dated: _____, 2023

Richard E. Davis, Jr., OSB No. 160685
Attorney for Plaintiffs

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Attorney for Defendants

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Philip K. Potkowski

Dated: _____, 2023

Sydney R. Potkowski

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Attorney for Plaintiffs

Dated: 10/23/2023, 2023



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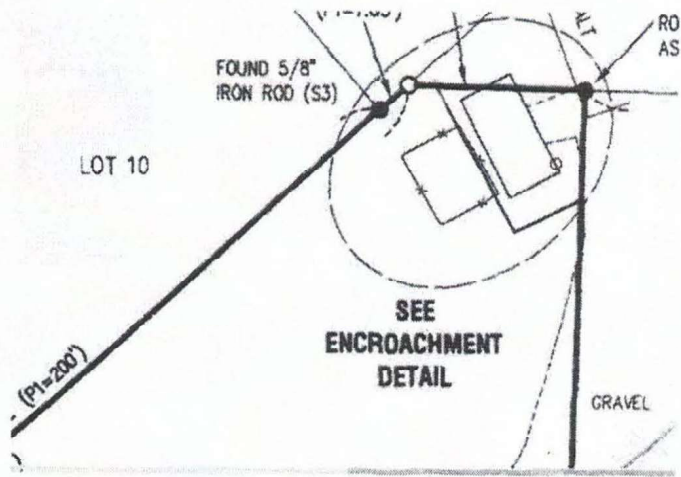


Exhibit 1

DJR

KAR

Red

RED

PKP

SRP

CP

DA