



**STAFF REPORT  
PLANNING MANAGER DECISION**

DATE: July 18, 2024

FILE NO.: LLA-24-01

REQUEST: Property Line Adjustment (LLA) between two legal lots addressed as 1970 Sylvan Way and 1694 Marylhurst Drive.

PLANNER: John Floyd, Senior Planner

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Planning Manager DSW

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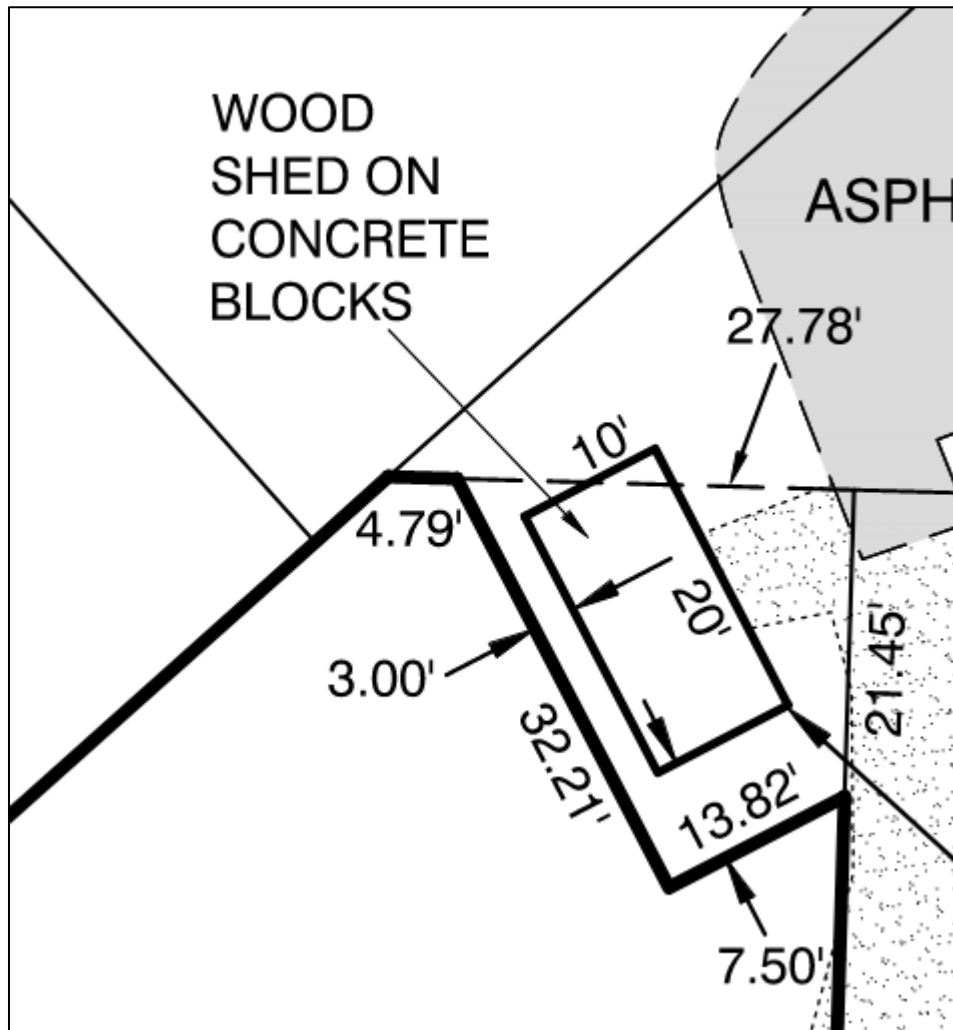
## GENERAL INFORMATION

<b>APPLICANT:</b>	Compass Land Surveyors	
<b>OWNER:</b>	Donaciano Julian Ramos 1970 Sylvan Way West Linn, OR 97068	SP & Family LLC 1694 Marylhurst Drive West Linn, OR 97068
<b>SITE LOCATION:</b>	1970 Sylvan Way Proposed Parcel 1	1694 Marylhurst Drive Proposed Parcel 2
<b>LEGAL DESCRIPTION:</b>	Lot7, Block 6 Marylhurst Heights (1947) Tax Lot 21E23BA02400	Lot 14, Block 6 Marylhurst Heights (1947) Tax Lot 21E23BA02300
<b>EXISTING SIZE:</b>	27,447 sq. ft.	39,555 sq. ft.
<b>PROPOSED SIZE:</b>	26,927 sq. ft.	40,075 sq. ft.
<b>COMP PLAN DESIGNATION:</b>	Residential, Low Density	Residential, Low Density
<b>ZONING:</b>	R-15	R-15
<b>APPROVAL CRITERIA:</b>	Community Development Code (CDC) Chapter 10: Residential, R-15; Chapter 34: Accessory Structures; Chapter 85 Land Division	
<b>120-DAY RULE:</b>	The application became complete on June 17, 2024. The 120-day period therefore ends on October 15, 2024.	
<b>PUBLIC NOTICE:</b>	Per CDC 99.080(E), public notice is not required for a property line adjustment.	

## PROJECT BACKGROUND

The applicant proposes to adjust the shared property line between two existing lots of record located at 1970 Sylvan Way (Lot 7, Block 6, Marylhurst Heights) and 1694 Marylhurst Drive (Lot 14, Block 6, Marylhurst Heights). The proposal is part of a mutual release and settlement agreement related to the encroachment of a shed across the shared rear property line. The proposed adjustment will transfer approximately 520 square feet in a manner that places the shed in conformance with required setbacks.

	Before Adjustment	After Adjustment
1970 Sylvan Way	27,447 sq. ft.	26,927 sq. ft.
1694 Marylhurst Drive	39,555 sq. ft.	40,075 sq. ft.



Proposed Adjustment

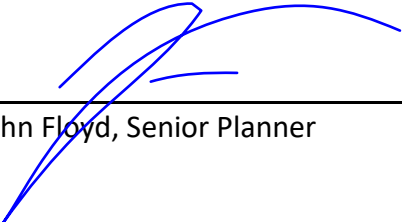
## DECISION

The Planning Manager (designee) approves this application (LLA-24-01), 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:

### Conditions of Approval

1. The applicant shall file, with the Clackamas 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).

The provisions of the Community Development Code Chapter 99 have been met.



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John Floyd, Senior Planner

July 18, 2024  
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. 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 18<sup>th</sup> day of July 2024.

Therefore, the 14-day appeal period ends at 4 p.m., on August 1, 2024.

**ADDENDUM  
APPROVAL CRITERIA AND FINDINGS  
LLA-24-01**

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

*I. Chapter 10 Single-Family Residential Detached, R-15*

*10.030 Permitted Uses*

1. *Community recreation.*
2. *Cottage cluster.*
3. *Family day care.*
4. *Residential home.*
5. *Single-family attached or detached residential unit.*
  - a. *Duplex residential units.*
  - b. *Triplex residential units.*
  - c. *Quadplex residential units.*
6. *Townhouse.*
7. *Utilities, minor.*
8. *Transportation facilities (Type I).*
9. *Manufactured home.*

*10.040 ACCESSORY USES*

*Accessory uses are allowed in this zone as provided by Chapter 34 CDC*

**Staff Finding 1: An existing single-family detached home occupies both lots. The property line adjustment will adjust a boundary that currently bisects a shed, which is a permitted accessory use to a single-family residence. The standards are met.**

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

STANDARD	REQUIREMENT	ADDITIONAL NOTES
Minimum lot size	15,000 sf	For a single-family attached or detached unit.
Average minimum lot or parcel size for a townhouse project	1,500 sf	

**Staff Finding 2: The existing lots conform to the minimum lot size. As adjusted, they will continue to exceed the minimum lot size of 15,000 square feet at 26,927 and 40,075 square feet respectively. The standard is met.**

*II. Chapter 34 ACCESSORY STRUCTURES, ACCESSORY DWELLING UNITS, AND ACCESSORY USES*

*34.060 SETBACK PROVISIONS FOR ACCESSORY STRUCTURES (NON-DWELLING)*

- A. Accessory structures shall comply with all requirements for the principal use except as provided in CDC 34.040 and where specifically modified by this code as follows.*
- B. A side yard or rear yard requirement may be reduced to three feet for an accessory structure except for a side or rear yard abutting a street, with the exception of alleys platted and dedicated prior to September 30, 1984, as defined in this code; provided, that:*
  - 1. The structure is erected more than 60 feet from the front lot line;*
  - 2. The structure does not exceed one story or 15 feet in height;*
  - 3. The structure does not exceed an area of 500 square feet; and*
  - 4. The structure does not violate any existing utility easements.*

**Staff Finding 3: The proposal is for the adjustment of a rear property line to place an existing shed on a single lot, approximately three (3) feet from the shared rear property line. The proposal satisfies the four criteria for a setback reduction as it will be located approximately 348 feet from the frontage of Marylhurst Drive, does not exceed one-story or 15 feet, is approximately 300 feet in size, and does not violate any known utility easements. These standards will be met.**

*III. 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.*

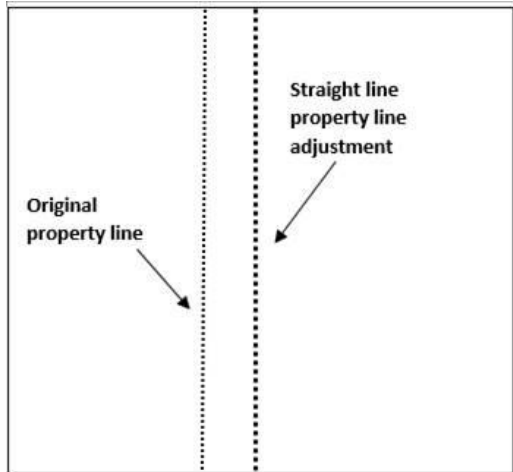
**Staff Finding 4: The proposal adjusts the common property line between two existing lots of record. No additional lots are proposed. The criteria is met.**

- 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.*

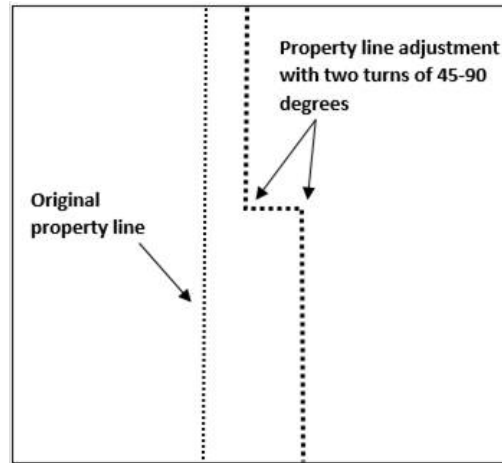
**Staff Finding 5: The proposal will transfer approximately 520 square feet between two existing lots. As demonstrated in the table below, the existing and proposed lots substantially exceed the minimum lot size of 15,000 square feet. This criterion is met.**

	<b>Before Adjustment</b>	<b>After Adjustment</b>
<b>1970 Sylvan Way</b>	27,447 sq. ft.	26,927 sq. ft.
<b>1694 Marylhurst Drive</b>	39,555 sq. ft.	40,075 sq. ft.

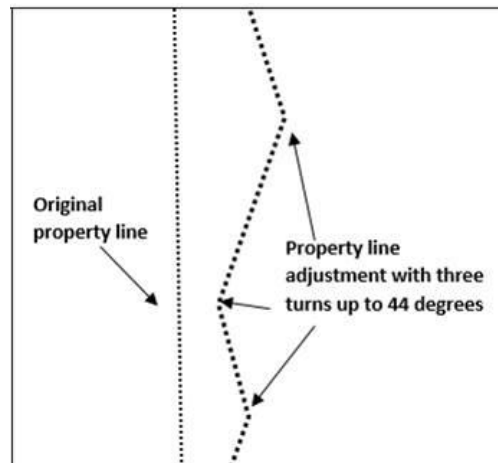
3. Property line adjustments shall be either:
  - a. A straight line (see Figure 1 example);
  - b. A line with maximum of two 45- to 90-degree turns (see Figure 2 example); or
  - c. A maximum of three turns less than 45 degrees (see Figure 3 example).
 (The following figures are only intended as examples.)



**Figure 1.**



**Figure 2.**



**Figure 3.**

**Staff Finding 6:** The proposal adjusts the common property line between two existing lots of record with two turns of 45 to 90 degrees. The criteria are met.

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

**Staff Finding 7:** The proposal adjusts the common property line between two existing lots of record. No development regulations will be violated. 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 8: The proposal does not adversely affect any existing easements or utilities. 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 9: As documented in findings 1 through 8, the proposal meets all applicable criteria. This criterion does not apply.**



**EXHIBIT PD-1: APPLICANT SUBMITTAL**

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

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

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

**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).

<b>Applicant Name*:</b> COMPASS LAND SURVEYORS	Phone: 503-939-5191
Address: ATTN: DON DEVLAE MINCK	Email: 503-939-5191
City State Zip: 4107 SE INTERNATIONAL WAY, SUITE 705 MILWAUKIE, OREGON 97222	dond@compass-landsurveyors.com

<b>Owner Name (required):</b> DONACIANO JULIAN RAMOS	Phone: 503-740-7473
Address: 1970 Sylvan Way	Email: 503-740-7473
City State Zip: West Linn, OR, 97068	djramos3@yahoo.com

<b>Consultant Name:</b> COMPASS LAND SURVEYORS	Phone: 503-939-5191
Address: ATTN: DON DEVLAE MINCK	Email: 503-939-5191
City State Zip: 4107 SE INTERNATIONAL WAY, SUITE 705 MILWAUKIE, OREGON 97222	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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## 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)<br><input type="checkbox"/> Appeal (AP)<br><input type="checkbox"/> CDC Amendment (CDC)<br><input type="checkbox"/> Code Interpretation (MISC)<br><input type="checkbox"/> Conditional Use (CUP)<br><input type="checkbox"/> Design Review (DR)<br><input type="checkbox"/> Tree Easement Vacation (MISC)<br><input type="checkbox"/> Expediated Land Division (ELD)<br><input type="checkbox"/> Extension of Approval (EXT) | <input type="checkbox"/> Final Plat (FP) <u>Related File #</u><br><input type="checkbox"/> Flood Management Area (FMA)<br><input type="checkbox"/> Historic Review (HDR)<br><input checked="" type="checkbox"/> Lot Line Adjustment (LLA)<br><input type="checkbox"/> Minor Partition (MIP)<br><input type="checkbox"/> Modification of Approval (MOD)<br><input type="checkbox"/> Non-Conforming Lots, Uses & Structures<br><input type="checkbox"/> Planned Unit Development (PUD)<br><input type="checkbox"/> Street Vacation | <input type="checkbox"/> Subdivision (SUB)<br><input type="checkbox"/> Temporary Uses (MISC)<br><input type="checkbox"/> Time Extension (EXT)<br><input type="checkbox"/> Right of Way Vacation (VAC)<br><input type="checkbox"/> Variance (VAR)<br><input type="checkbox"/> Water Resource Area Protection/Single Lot (WAP)<br><input type="checkbox"/> Water Resource Area Protection/Wetland (WAP)<br><input type="checkbox"/> Willamette & Tualatin River Greenway (WRG)<br><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

Tax Lot(s): 2400

Total Land Area: 27,447 SF

**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  
 4107 SE INTERNATIONAL WAY, SUITE 705  
**City State Zip:** MILWAUKIE, OREGON 97222

**Phone:**  
**Email:** 503-939-5191  
 dond@compass-landsurveyors.com

**Owner Name (required):** SP & FAMILY, LLC  
**Address:** 1694 MARYLHURST DRIVE  
 WEST LINN, OREGON 97068

**Phone:**  
**Email:** 503-810-0850  
 david@amanlawpdx.com


**Consultant Name:** COMPASS LAND SURVEYORS  
**Address:** ATTN: DON DEVLAE MINCK  
 4107 SE INTERNATIONAL WAY, SUITE 705  
**City State Zip:** 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](https://westlinnoregon.gov/planning/submit-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

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.

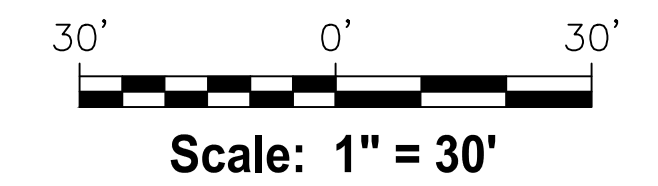
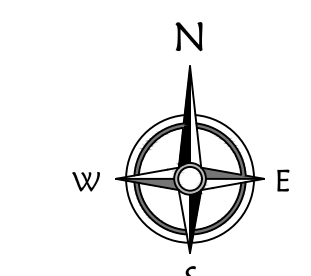
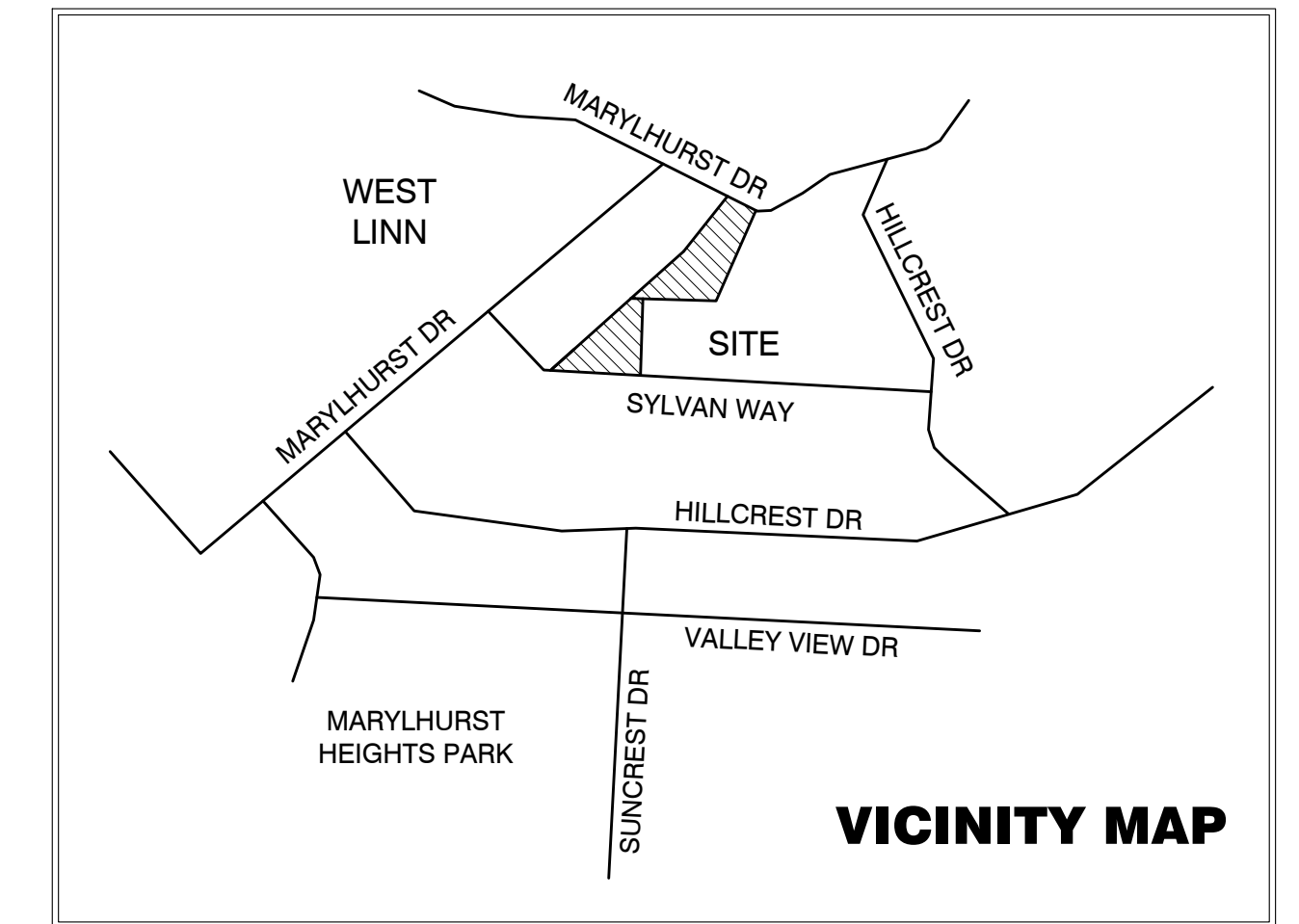
A (2): This standard has been met as the proposed property line adjustment will not reduce the size of either property below the minimum lot size of 15000 square feet which is the approved amount for the R-15 zoning. No non-conforming lots exist or will result as a result of the proposed adjustment.

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.

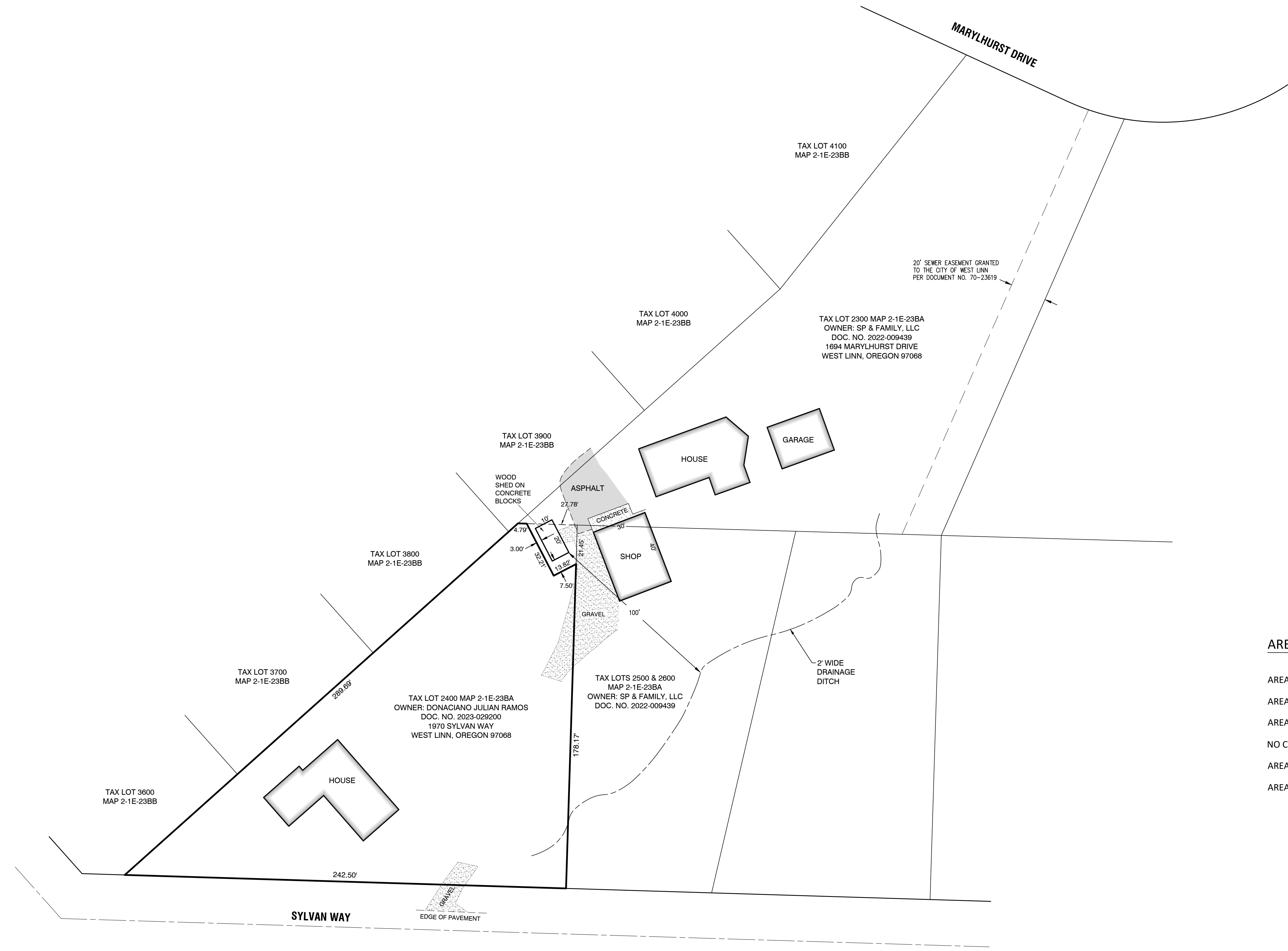




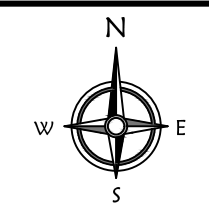
----- OLD PROPERTY LINE TO BE ADJUSTED  
 ZONING: R-15

**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](mailto:rick@troudaleinjurylawyer.com); Defendants: [david@amanlawpdx.com](mailto: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\*\****

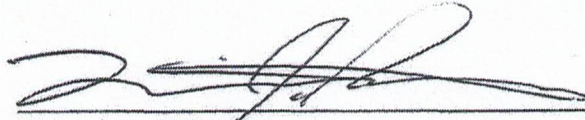
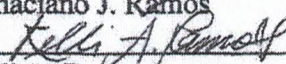


**It is so agreed:**

**PLAINTIFFS:**

Dated: 10/20, 2023

Dated: 10.20, 2023

  
\_\_\_\_\_  
Donaciano J. Ramos  
  
\_\_\_\_\_  
Kelli A. Ramos

**DEFENDANTS:**

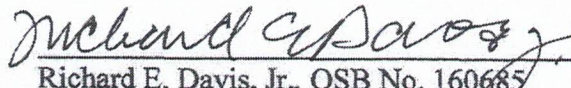
Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Philip K. Potkowski  
\_\_\_\_\_  
Sydney R. Potkowski

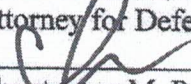
**APPROVED AS TO FORM:**

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

Dated: \_\_\_\_\_, 2023

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

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
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: \_\_\_\_\_, 2023

\_\_\_\_\_  
Philip K. Potkowski

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Sydney R. Potkowski

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2023

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

Dated: 10/23/2023, 2023



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

Dated: \_\_\_\_\_, 2023

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

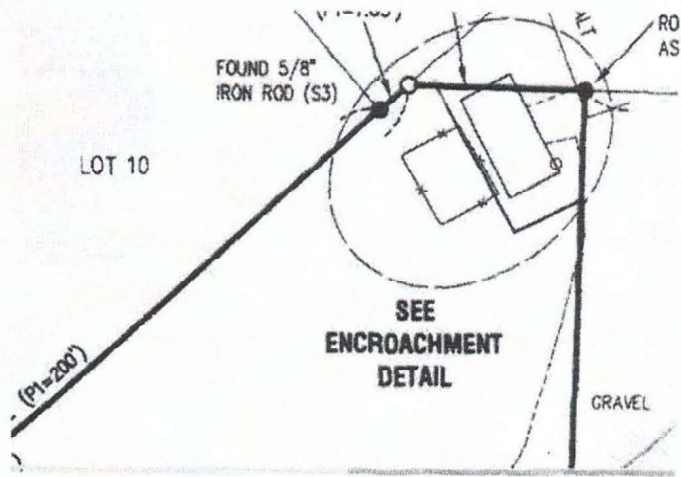


Exhibit 1

\_\_\_\_\_  
DJR

\_\_\_\_\_  
KAR

*Red*  
\_\_\_\_\_  
RED

\_\_\_\_\_  
PKP

\_\_\_\_\_  
SRP

\_\_\_\_\_  
CP

\_\_\_\_\_  
DA

**EXHIBIT PD-2: COMPLETENESS LETTER**



CITY OF  
**West Linn**

June 17, 2024

Compass Land Surveyors  
Attn: Don Devlaeminck  
4107 SE International Way, Suite 705  
Milwaukie, Oregon 97222

Subject: LLA-24-01 Completeness Determination

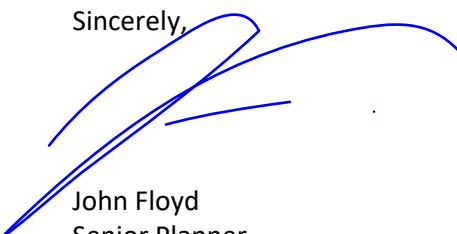
Dear Applicant:

The application for a Lot Line Adjustment at 1970 Sylvan Way and 1694 Marylhurst Drive, as modified with a revised submittal on June 13, 2024, has been deemed complete. The City has up to 120 days to review and decide the application, with a final decision by October 15, 2024.

Please be aware that the determination of a complete application is not an approval of your application. The Completeness Determination means that you have provided the necessary information to review the application. The decision for this application will be made by the Planning Manager.

Please contact me at 503-742-6058, or by email at [jfloyd@westlinnoregon.gov](mailto:jfloyd@westlinnoregon.gov) if you have any questions about the process.

Sincerely,



John Floyd  
Senior Planner

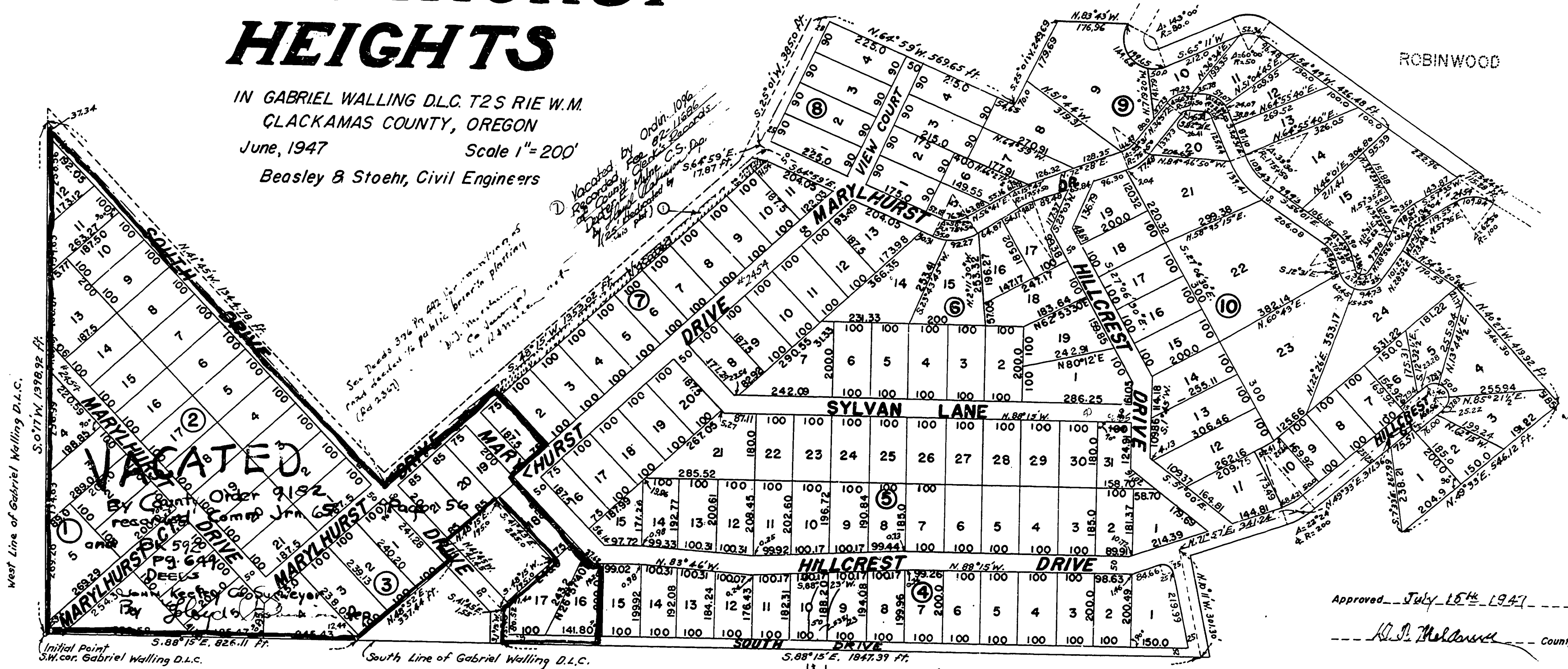
**EXHIBIT PD-3: EXISTING RECORDED PLAT**



24/27

# MARYLHURST HEIGHTS

IN GABRIEL WALLING D.L.C. T2S R1E W.M.  
CLACKAMAS COUNTY, OREGON  
June, 1947 Scale 1"=200'  
Beasley & Stoehr, Civil Engineers



West Line of Gabriel Walling D.L.C.  
S. 0° 17' W. 1398.92 Ft.

Initial Point  
S.W. cor. Gabriel Walling D.L.C.  
S. 88° 15' E. 826.11 Ft.

South Line of Gabriel Walling D.L.C.  
S. 88° 15' E. 1847.37 Ft.

NOTE:  
IRON PIPES SET AT ALL LOT CORNERS

KNOW ALL MEN BY THESE PRESENTS, That C.D. Bruun and Edith Alice Bruun, his wife, Harry Cummings and Rachel B. Cummings, his wife, do hereby make, establish, and declare the annexed map of MARYLHURST HEIGHTS as described in the accompanying surveyor's certificate, a true and correct map and plat thereof, all tracts being of the dimensions shown on said map and all lanes, drives, and courts of the widths therein set forth and said C.D. Bruun and Edith Alice Bruun, his wife, Harry Cummings and Rachel B. Cummings, his wife, do hereby dedicate to the use of the public as public ways forever all lanes, drives, and courts shown on said map.

IN WITNESS WHEREOF, said C.D. Bruun and Edith Alice Bruun, his wife, and Harry Cummings and Rachel B. Cummings, his wife, have hereunto set their hands and seals this 27th day of June 1947.

Executed in the presence of us as witnesses:

*Edith Alice Bruun*  
*Harry Cummings*  
*Rachel B. Cummings*

STATE OF OREGON  
COUNTY OF CLACKAMAS S.S.

BE IT REMEMBERED, That on this 27th day of June, 1947 before me, the undersigned, a Notary Public in and for said State and County, personally appeared C.D. Bruun, Edith Alice Bruun, Harry Cummings, and Rachel B. Cummings to me known to be the individuals named and described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this my certificate written.

*Louis V. Stalder*  
Notary Public for State of Oregon  
My commission expires July 6, 1947

I, O. Stoehr, being first duly sworn, depose and say that I have correctly surveyed and marked with appropriate monuments the lands represented on the annexed map of MARYLHURST HEIGHTS; that of the initial point of said survey I drove a galvanized iron pipe 2 inches in diameter and 36 inches long, 6 inches below the surface of the ground said initial point being beginning at the southwest corner of Gabriel Walling D.L.C. The property plotted is described as follows: S 88° 15' E along the south line of said claim 826.11 ft.; thence N 48° 52' E 337.44 ft.; thence N 41° 45' W 41.45 ft.; thence N 48° 15' E 195.0 ft.; thence S 41° 43' E 225 ft.; thence S 48° 15' W 195.0 ft.; thence S 41° 45' E 155 ft.; thence S 1° 15' W 95.45 ft. to the south line of the Gabriel Walling D.L.C.; thence N 71° 57' E 341.24 ft.; thence N 49° 33' E 311.36 ft.; thence S 7° 33' E 267.99 ft.; thence N 49° 33' E 546.12 ft.; thence N 40° 27' W 419.92 ft.; thence N 54° 30' 20' W 170.53 ft.; thence N 21° 31' E 73.48 ft.; thence N 57° 35' E 119.55 ft.; thence along the arc of a 100 ft. radius curve to the right to the westerly line of View Drive 152.81 ft.; thence N 54° 49' W along the westerly line of said curve to the left with a central angle of 36° 04'; thence S 21° 31' W 135.4 ft.; thence N 32° 25' W 67.06 ft.; thence N 57° 35' E 50.0 ft.; thence N 32° 25' W 151.88 ft.; thence N 46° 01' E 95.39 to the westerly line of said View Drive; thence N 54° 49' W along the westerly line of said View Drive 426.48; thence along the westerly line of said View Drive 52.36 ft. along the arc of a 50 ft. radius curve to the left with a central angle of 60° 00'; thence along westerly line of said View Drive S 65° 11' W 212.0; thence along the westerly line of said View Drive 199.65 ft. along the arc of an 80.0 ft. radius curve to the right with a central angle of 143° 00'; thence N 83° 43' W 176.96 ft.; thence S 26° 01' W 249.68 ft.; thence N 68° 59' W 581.65 ft.; thence S 25° 01' W 385.0 ft.; thence S 64° 59' E 17.87 ft.; thence S 48° 15' W 1353.02 ft.; thence N 41° 45' W 1344.78 ft. to the west line of Gabriel Walling D.L.C.; thence S 0° 17' W along the west line of Gabriel Walling D.L.C. 1398.92 ft. to the point of beginning.

Notary Seal  
Engineer's Seal

Subscribed and sworn to before me this 27th day of June, 1947

*Maudie E. Fahy*  
Notary Public for State of Oregon  
My commission expires Oct. 22-1950

Approved July 15th 1947  
*H. J. Hollander* County Surveyor

Approved July 14 1947  
*Arthur E. Wood* County Assessor  
*Frank Spelt* Deputy

Approved July 15, 1947  
*GUY H. PACE* County Clerk  
*Frank R. Ranta* Deputy



All taxes from July 1, 1947 are "Paid"

*Frank R. Ranta* Sheriff  
*W. W. L. L. L.* Deputy

Approved July 15, 1947  
*C. D. Bruun*  
*D. A. Pace*  
County Commissioners

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