

DEVELOPMENT REVIEW APPLICATION

For Office Use Only		
STAFF CONTACT	PROJECT NO(S). LLA-24-03	PRE-APPLICATION NO.
NON-REFUNDABLE FEE(S) \$1,200	REFUNDABLE DEPOSIT(S)	TOTAL \$1,200

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: 19005 Nixon Ave West Linn, OR 97068 4424 Cedaroak Drive West Linn, OR 97068	Assessor's Map No.: Tax Lot(s): 21E24BA01200 21E24BA01700 Total Land Area: 443 sq ft
--	--

Brief Description of Proposal:

To adjust the property line between tax lots 01200 and 01700 in accordance with a mutual release and settlement agreement between the parties (Robert L. Hayes, Marlene K. Stoddard-Hayes and Donald B. Patterson, Myllisa Patterson).


Applicant Name*: Donald Brent Patterson	Phone: 503-209-3233
Address: 19005 Nixon Ave	Email: brentpat2@gmail.com
City State Zip: West Linn, OR 97068	

Owner Name (required): Robert L. Hayes	Phone: 503-709-6061
Address: 4424 Cedaroak Drive	Email: bob@hayes-ent.com
City State Zip: West Linn, OR 97068	

Consultant Name: Andy Paris & Associates	Phone: 503-636-3341 Ext. 103
Address: Attn Brian Leggs	Email: bleggs@andyparis.com
City State Zip: 15450 Boones Ferry Road Suite 7 Lake Oswego OR 97035	

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 08-05-2024
Date


Owner's signature (required) 8-5-24
Date

AGREEMENT TO ADJUST BOUNDARY

THIS AGREEMENT TO ADJUST BOUNDARY ("**Agreement**") is effective as of the 18th day of July 2024, between **Mr. Robert L. Hayes and Mrs. Marlene K. Stoddard-Hayes**, husband and wife, with mailing address of 4424 Cedaroak Drive, West Linn, Oregon 97068 ("**Grantor**"), and **Mr. Donald and Mrs. Myllisa Patterson**, husband and wife, with mailing address of 19005 Nixon Ave., West Linn, Oregon 97068 ("**Grantee**"), each a "**Party**" and together the "**Parties**".

RECITALS

A. Grantor owns real property located at the above address, further described as ("**Grantor's Property**"):

Tax Lot #21E24BA01700, approximately 3/4 acre

B. Grantee owns real property located at the above address, further described as ("**Grantee's Property**"):

Tax Lot #21E24BA01100 and Tax Lot #21E24BA01200, approximately ¼ acre total.

C. Grantee's fence encroaches onto Grantor's Property and encloses approximately 1,400 square feet of Grantor's Property therein. Grantor and Grantee amicably resolved their fence location discrepancy under the terms described herein.

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the mutual covenants contained in this Agreement the Parties agree:

1. **Sale of Real Property.** Grantor agrees to sell Grantee a 443 square foot portion of Grantor's property adjacent to Grantee's property via lot line adjustment ("**Conveyance Area**"). The sale price will be \$6,445 US Dollars, which is the total square feet of the Conveyance Area multiplied by \$15.00 per square foot (the "**Purchase Price**").

2. **Professional Survey.** Grantor obtained a legal survey of Grantor's Property and Grantee's Property from a Licensed Professional Surveyor for the purpose of locating the current property lines, specifying the location of the lot line adjustment, and calculating the square footage of the Conveyance Area. The location of the Conveyance Area is shown on the May 28, 2024 *Proposed Property Line Adjustment* survey drawing, attached hereto as **Attachment A**. Grantee shall pay all costs billed by the Surveyor to perform this service, including provision of the resulting documents to both Parties.

3. **Lot Line Adjustment.** Grantor and Grantee will apply to the appropriate local government(s) for approval of their purchase and sale of the Conveyance Area as a lot line adjustment. Grantee shall pay or reimburse all costs, including but not limited to processing fees, application fees, recording fees, legal and/or title company fees and title insurance (if required) necessary to effectuate the lot line adjustment, including preparation of this Agreement.

4. **Deed for Conveyance Area; Condition of Property.** Grantor will convey the Conveyance Area to Grantee via Special Warranty Deed, subject to any existing easements or encumbrances of record, provided that Grantor will cause to be removed any mortgage or lien on the Conveyance Area. The deed shall include a reference to any City/County action authorizing the lot line adjustment, and shall be recorded in the records of Clackamas County. Grantee is familiar with, and agrees to accept the Conveyance Area including all known and unknown present conditions.

5. **Grantor's Conditions Precedent to Lot Line Adjustment.** Grantor's obligation to complete the lot line adjustment is conditioned upon all the following:

- a. Grantee's payment/reimbursement of all costs described in Paragraphs 2 and 3, above;
- b. Receipt of all required approval(s) from governmental authority(ies); and
- c. Payment in full of the Purchase Price prior to or contemporaneous to delivery of the deed.

6. **Grantee's Conditions Precedent to Lot Line Adjustment.** Grantee's obligation to complete the lot line adjustment is conditioned upon Grantor providing a title report showing the Purchased Land free from any unpermitted encumbrance.

7. **Grant of Permit.** Grantor authorizes Grantee to maintain Grantee's existing fence on Grantor's Property until December 31, 2024, until Grantee sells Grantee's Property, or until 30 days after Grantor and Grantee complete the lot line adjustment described herein, whichever event occurs first. Grantee releases any claim to ownership of Grantor's Property except such interest arising from this Agreement.

8. **Construction and of Grantee's new fence.** Grantee shall at its cost remove the existing fence, fill the post holes with soil, level the soil in the immediate area, and relocate the existing fence between Grantor's Property and the Conveyance Area. Grantee shall ensure that Grantee's relocated fence is on Grantee's property or on the boundary line established by the lot line adjustment. Grantee shall provide Grantor an opportunity to inspect the planned location of the relocated fence prior to its installation.

GRANTOR



Name:

GRANTEE



Name:



Name:



Name:

Attachment A—Proposed Property Line Adjustment



Attachment A

PROPOSED PROPERTY LINE ADJUSTMENT

FOR: BOB HAYES

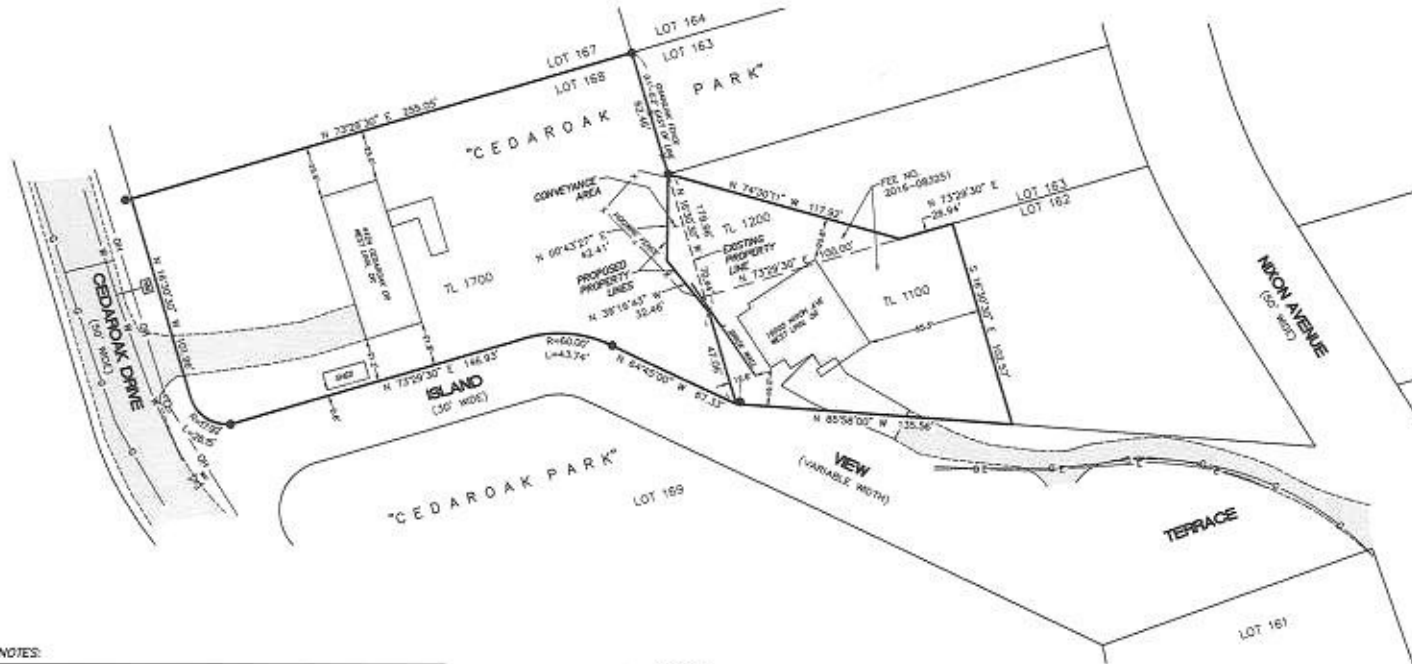
BEING LOT 168 & PORTIONS OF LOTS 162 & 163

"CEDAROK PARK" (PLAT NO. 732)

IN THE NW 1/4 OF SECTION 24 T.2S, R.1E, W.M.
CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

TAX MAP 25 1E 248A

SURVEYED: MAY 28, 2024



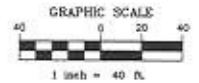
NOTES:

1. THE BOUNDARIES AS SHOWN ON THIS MAP ARE BASED ON FOUND MONUMENTS, AND RECORD SURVEY AND DEED INFORMATION. THIS MAP DOES NOT REPRESENT A SURVEY TO BE RECORDED, BUT WAS DONE FOR SITE/TOPO INFORMATION ONLY.
2. THIS SURVEY IS MADE FOR THE ORIGINAL PURCHASER OF THE SURVEY ONLY. ANDY PARIS & ASSOCIATES, INC. ASSUMES NO LIABILITY FOR INFORMATION SHOWN HEREON TO ANY OTHER INSTITUTIONS OR SUBSEQUENT PURCHASERS OF THE PROPERTY.
3. PER ORS 203.150(1), ANY PERSON OR PUBLIC AGENCY REMOVING, DISTURBING OR DESTROYING ANY SURVEY MONUMENT OF RECORD IN THE OFFICE OF THE COUNTY SURVEYOR OR COUNTY CLERK SHALL CAUSE A REGISTERED PROFESSIONAL LAND SURVEYOR TO REFERENCE AND REPLACE THE MONUMENT WITHIN 90 DAYS OF THE REMOVAL, DISTURBANCE OR DESTRUCTION.
4. PER ORS 209.250(1), A REGISTERED PROFESSIONAL LAND SURVEYOR THAT ESTABLISHES OR REESTABLISHES A BOUNDARY MONUMENT SHALL, WITHIN 45 DAYS THEREAFTER, SUBMIT FOR FILING A PERMANENT MAP OF THE SURVEY TO THE COUNTY SURVEYOR FOR REVIEW.
5. SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
6. THE LOCATION AND OR EXISTENCE OF UTILITY SERVICE LINES AS SHOWN ON THIS MAP ARE BASED ON FIELD OBSERVATION ONLY. THERE MAY EXIST ADDITIONAL SERVICE LINES NOT SHOWN ON THIS SURVEY.
7. 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.
8. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. THERE MAY EXIST EASEMENTS, CONDITIONS, OR RESTRICTIONS THAT COULD AFFECT THE TITLE OF THIS PROPERTY. NO ATTEMPT HAS BEEN MADE IN THIS SURVEY TO SHOW SUCH MATTERS THAT MAY AFFECT TITLE.

LEGEND

- FOUND BOUNDARY MONUMENT
- ◻ WATER METER
- ◻ WATER VALVE
- ⊕ UTILITY POLE
- ⊙ SANITARY SEWER MANHOLE
- E- UNDERGROUND POWER LINE
- G- UNDERGROUND GAS LINE
- DU- OVERHEAD UTILITY LINE
- W- UNDERGROUND WATER LINE
- X- FENCE LINE AS NOTED
- ▭ CONCRETE
- ▭ PAVEMENT

AREA TABLE		
OWNER	CONVEYANCE (SQ.FT.)	PROPOSED (SQ.FT.)
BOB HAYES 4418 CEDAROK DR T.L. 202428A 1700 30.00' SUFF. (202428A)	443 (70 1,110/1,120)	22.46
DONALD PATTERSON 13005 NIXON AVE T.L. 202428A 100/1200 15.00' SUFF. (202428A)	-	15.00



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Legor

OREGON
SEPTEMBER 10, 2019
BRIAN LEGOR
72462PLS

RENEWED: DEC. 31, 2024



ANDY PARIS & ASSOCIATES

LAND SURVEYORS, SINCE 1957
11480 BOONES FERRY ROAD, SUITE 7, LAKE OSWEGO, OR 97035
PH: 503.636.2341 | WWW.ANDYPARIS.COM
PROJECT: 25481 | DRAWING: 254802P1 | DRAFTED: SM 05/28/24