

RESOLUTION NO. URR 09-003

**A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY TO
GRANT THREE EASEMENTS TO THE CITY OF CANBY**

WHEREAS, the Canby City Council established an Urban Renewal Agency ("Agency") to function within the City of Canby ("City") pursuant to Ordinance 1032 passed October 6, 1999; and

WHEREAS, pursuant to CMC 2.68.030, the City Council shall exercise all powers, duties and rights granted to the Agency, unless specifically granted by the City Council to the Agency to perform; and

WHEREAS, the Agency owns certain real properties over and upon which the City would like easement rights as follows: Emergency Vehicle and Public Utility Easement (Fee Reference 2008-064192); Public Utility Easement (Fee Reference 2008-083269) Parcel II; and Emergency Vehicle, Public Utility and Assumed Property Line for Building Code Purposes Easement (Fee Reference 2008-083269) Parcel I. All of the foregoing are collectively referred to herein as the "Easements"; and

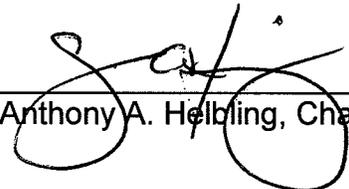
WHEREAS, the Agency wishes to grant said Easements to the City in accordance with the terms of the Easements, attached hereto respectively as **Exhibits A, B and C** and incorporated by reference herein, and is vested with the authority to do so;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Canby Urban Renewal Agency approves the following:

The Urban Renewal Agency Chairperson is hereby authorized and directed to sign and enter into the attached three Easements on behalf of the Urban Renewal Agency Board.

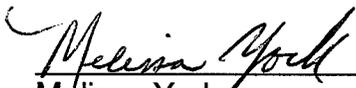
This Resolution shall take effect on April 15, 2009.

ADOPTED this 15th day of April 2009, by the City of Canby Urban Renewal Agency.



Anthony A. Helbling, Chairperson

ATTEST:



Melissa York
Deputy City Recorder

Exhibit "A"

Canby Urban Renewal Agency
EMERGENCY VEHICLE, PUBLIC UTILITY and ASSUMED PROPERTY
LINE FOR BUILDING CODE PURPOSES EASEMENT
T3S, R1E, W.M., Map 33DB, Tax Lot 3600
Fee Reference 2008-083269, Parcel I

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the undersigned Canby Urban Renewal Agency, Grantor, does hereby sell, convey, and warrant to the City of Canby, Grantee, a permanent, non-exclusive emergency vehicle access easement and permanent, non-exclusive utility easement with the right to erect construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and rework utility lines with all associated appurtenances thereunto required, over, across and/or under, a certain parcel of real property lying and being situated in the City of Canby, Clackamas County, Oregon, more accurately described as:

The westerly 32 feet of Parcel I conveyed to Canby Urban Renewal Agency in deed reference 2008-083269, Clackamas County Deed Records, as shown on the attached Exhibit 'A'.

Additionally, the undersigned Canby Urban Renewal Agency, Grantor, does hereby also sell, convey, and warrant to the City of Canby, Grantee, a permanent easement for the benefit of the adjoining tax lot immediately west and abutting the subject parcel described below, to provide an assumed property line for building code purposes, over, across and/or under, a certain parcel of real property lying and being situated in the City of Canby, Clackamas County, Oregon, more accurately described as:

The westerly 8 feet of Parcel I conveyed to Canby Urban Renewal Agency in deed reference 2008-083269, Clackamas County Deed Records.

It is understood and agreed that these easements shall give and convey to the Grantee herein the right of ingress and egress upon the lands above described for the purpose of emergency response and for constructing, maintaining and repairing the above described utility improvements.

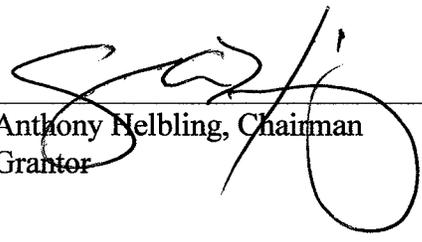
It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

Grantor herein reserves all oil, gas, and other minerals in, on, and under said land.

The Grantee covenants that following construction of said utility improvements it will return the surface to as near as original condition as possible.

2009. WITNESS THE SIGNATURE of the Grantor on this the 15th day of April.

Urban Renewal Agency of the City of
Canby, Oregon

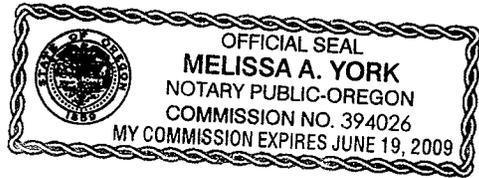


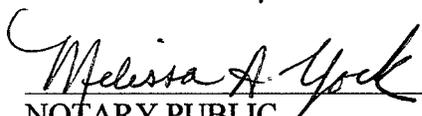
Anthony Nelbling, Chairman
Grantor

STATE OF OREGON
COUNTY OF CLACKAMAS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Anthony Helbling, Chairman of the Urban Renewal Agency of the City of Canby, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY OFFICIAL SEAL this the 15th day of April, 2009.

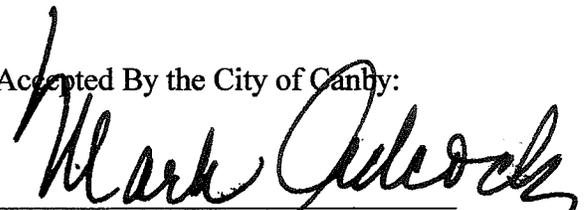




NOTARY PUBLIC

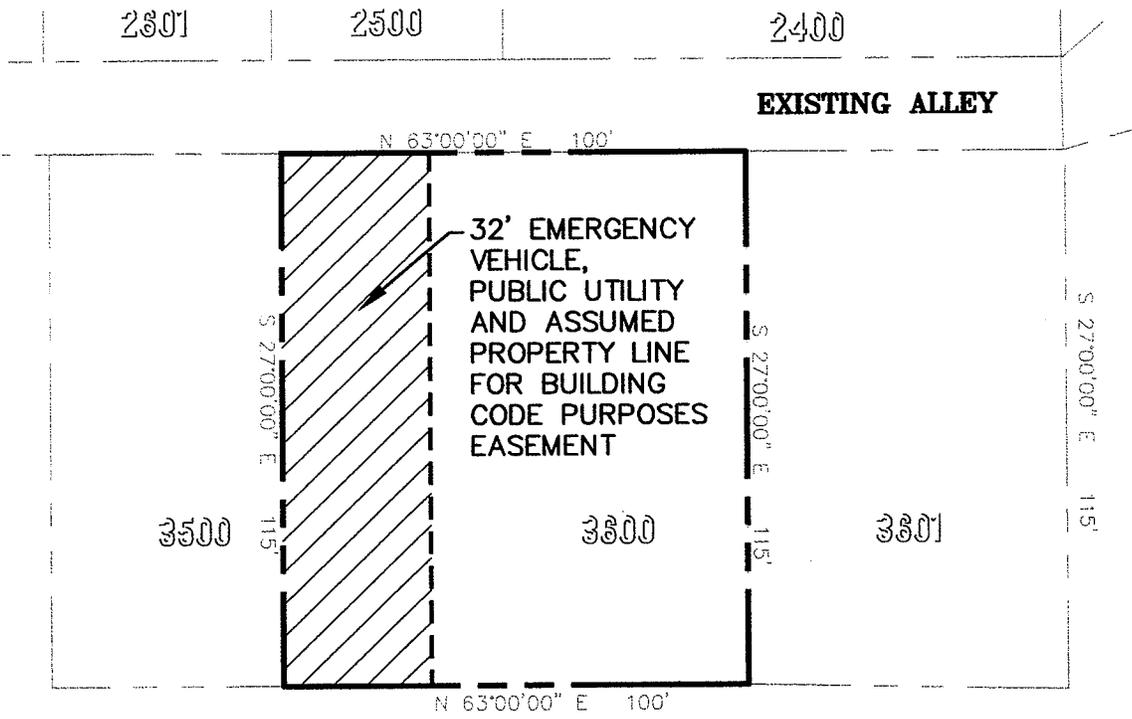
MY COMMISSION EXPIRES:

June 19, 2009

Accepted By the City of Canby:


Mark Adcock, City Administrator

EXHIBIT A
 TL 3600
 "EASEMENT"



N.E. 2ND AVE.



T3S, R1E, W.M., SECTION 33DB
 TAX LOT 3600
 CANBY, OREGON



1" = 40'

CURRAN-MCLEOD, INC.
 CONSULTING ENGINEERS

Exhibit "B"

Canby Urban Renewal Agency
PUBLIC UTILITY EASEMENT
T3S, R1E, W.M., Section 33
Fee Reference 2008-083269

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the undersigned, the Canby Urban Renewal Agency, Grantor, does hereby sell, convey, and warrant to the City of Canby, Grantee, a permanent, non exclusive public utility easement with the right to erect construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and rework public utility lines with all associated appurtenances thereunto required, over, across and/or under a certain parcel of real property lying and being situated in the City of Canby, Clackamas County, Oregon, more accurately described as:

The westerly 20 feet of that tract of land conveyed to the Canby Urban Renewal Agency as Parcel II in deed reference 2008-083269, Clackamas County Deed Records, as shown on the attached Exhibit 'A'.

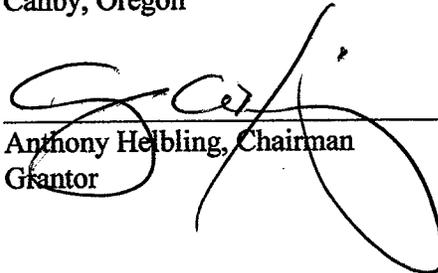
It is understood and agreed that this easement and right-of-way shall give and convey to the Grantee herein the right of ingress and egress upon the lands above described for the purpose of constructing, maintaining and repairing the above described utility improvements. It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

Grantor herein reserves all oil, gas, and other minerals in, on, and under said land. The Grantee covenants that following construction of said utility improvements it will return the surface to as near as original condition as possible. It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind made between the Grantor and Grantee.

The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

2009. WITNESS THE SIGNATURE of the Grantor on this the 15th day of April,

Urban Renewal Agency of the City of
Canby, Oregon


Anthony Heibling, Chairman
Grantor

STATE OF OREGON
COUNTY OF CLACKAMAS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Anthony Helbling, Chairman of the Urban Renewal Agency of the City of Canby, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY OFFICIAL SEAL this the 15th day of April, 2009.



Melissa A. York
NOTARY PUBLIC

MY COMMISSION EXPIRES:

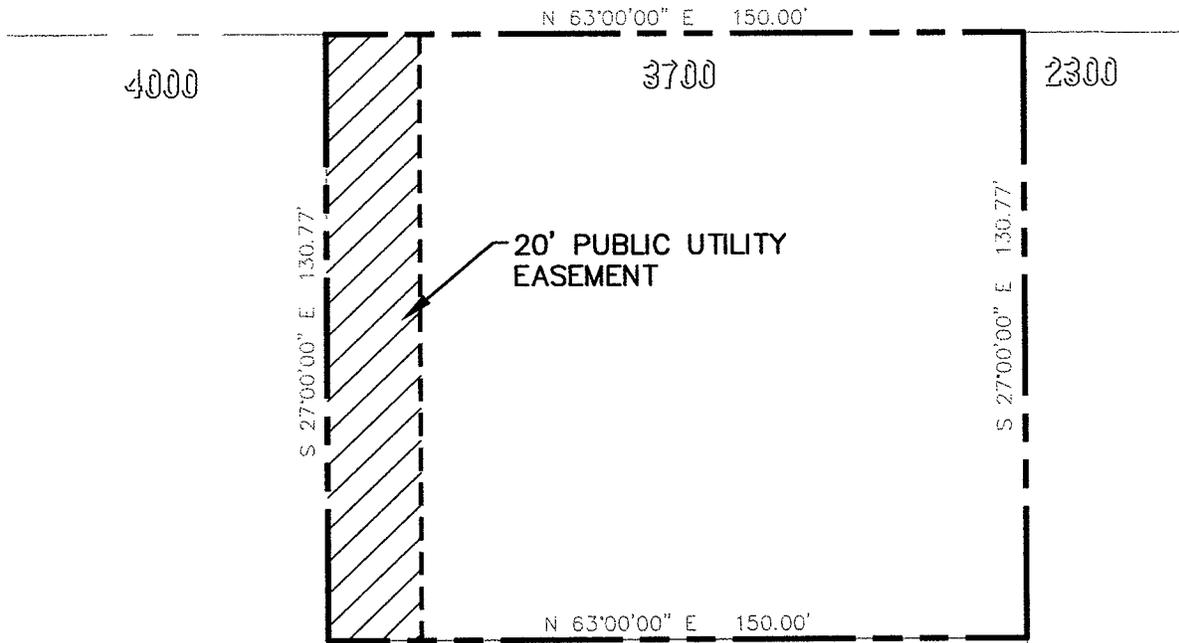
June 19, 2009

Accepted By the City of Canby:

Mark Adcock
Mark Adcock, City Administrator

EXHIBIT "A"
TL 3700
"PUBLIC UTILITY EASEMENT"

N.E. 2ND AVE.



31E 33CA 5500

3300

*T3S, R1E, W.M., SECTION 33DB
TAX LOT 3700
CANBY, OREGON*



1" = 40'

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

Exhibit "C"

Canby Urban Renewal Agency
EMERGENCY VEHICLE AND PUBLIC UTILITY EASEMENT
T3S, R1E, W.M., Map 33DB, Tax Lot 2500
Fee Reference 2008-064192

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the undersigned, Canby Urban Renewal Agency, Grantor, does hereby sell, convey, and warrant to the City of Canby, Grantee, a permanent, non-exclusive utility easement with the right to erect construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and rework utility lines with all associated appurtenances thereunto required, over, across and/or under, as well as an emergency vehicle access easement over a certain parcel of real property lying and being situated in the City of Canby, Clackamas County, Oregon, more accurately described as:

The westerly 32 feet of Parcel I conveyed to Canby Urban Renewal Agency in deed reference 2008-064192, Clackamas County Deed Records, as shown on the attached Exhibit 'A'.

It is understood and agreed that this utility and access easement shall give and convey to the Grantee herein the right of ingress and egress upon the lands above described for the purpose of emergency response and for constructing, maintaining and repairing the above described utility improvements.

It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

Grantor herein reserves all oil, gas, and other minerals in, on, and under said land.

The Grantee covenants that following construction of said utility improvements it will return the surface to as near as original condition as possible.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind made between the Grantor and Grantee.

The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

2009. WITNESS THE SIGNATURE of the Grantor on this the 15th day of April,

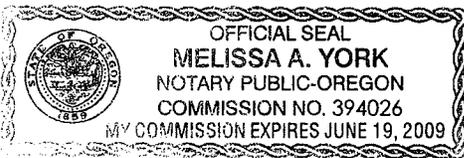
Urban Renewal Agency of the City of Canby, Oregon

[Signature]
Anthony Helbling, Chairman
Grantor

STATE OF OREGON
COUNTY OF CLACKAMAS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Anthony Helbling, Chairman of the Urban Renewal Agency of the City of Canby, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY OFFICIAL SEAL this the 15th day of April, 2009.



[Signature]
NOTARY PUBLIC

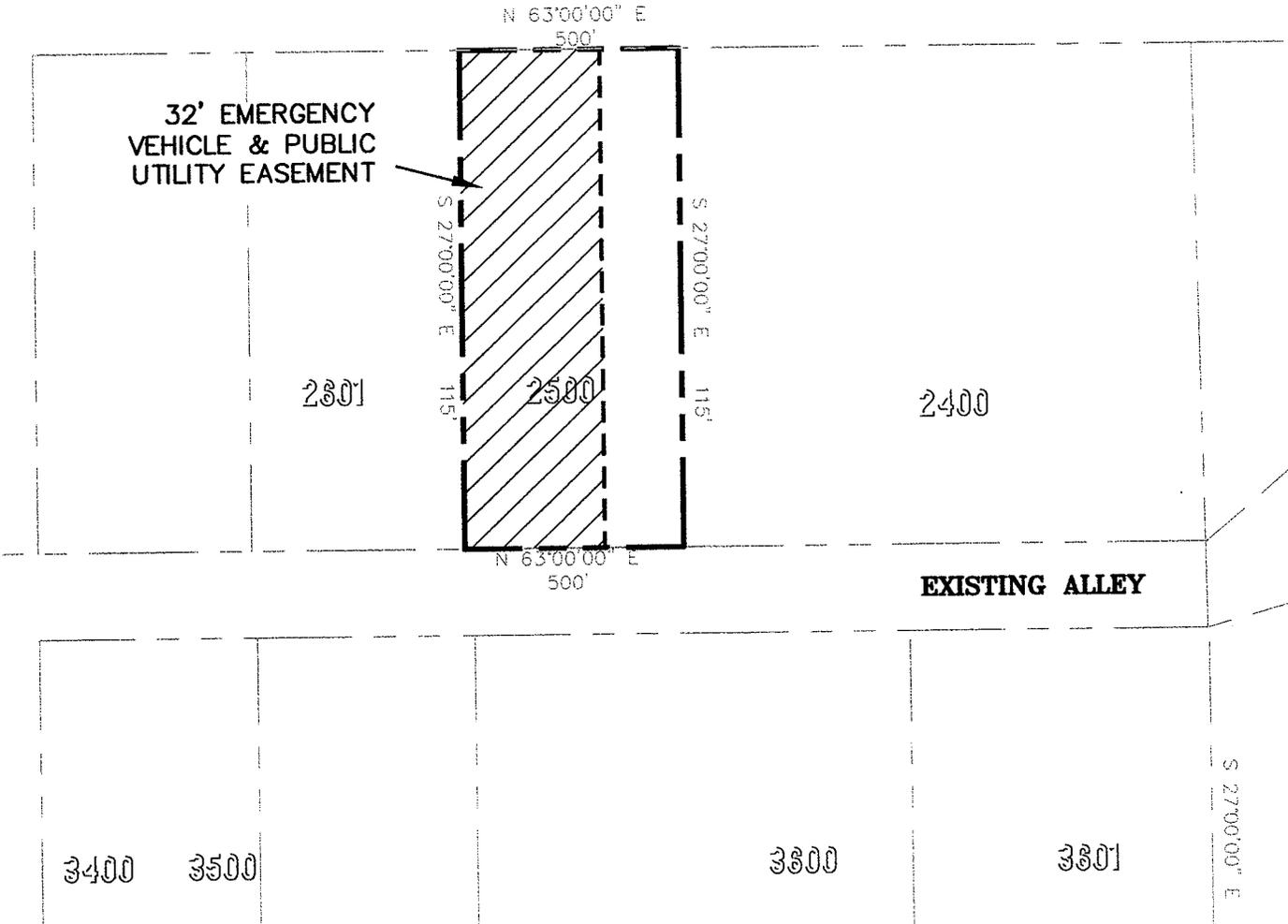
MY COMMISSION EXPIRES:

June 19, 2009

Accepted By the City of Canby:
[Signature]
Mark Adcock, City Administrator

EXHIBIT "A"
 TL 2500
 "EMERGENCY VEHICLE AND
 UTILITY EASEMENT"

N.E. 3RD AVE.



1" = 40'

T3S, R1E, W.M., SECTION 33DB
 TAX LOT 2500
 CANBY, OREGON

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS