

RESOLUTION NO. 1148

**A RESOLUTION ACCEPTING DEDICATION OF LAND FROM WEYGANDT LLC
AND LISA M. WEYGANDT FOR RIGHT-OF-WAY PURPOSES.**

WHEREAS, the City desires to obtain right-of-way for the construction Stage 7 of the S. Sequoia Parkway extension project; and

WHEREAS, the property described in the attached Dedication Agreement (Exhibit A) is needed to be able to extend this road at its full right-of-way width; and

WHEREAS, the City of Canby and the Canby Urban Renewal Agency are prepared to undertake actions consistent with the Dedication Agreement; and

WHEREAS, Weygandt LLC and Lisa M. Weygandt, joint owners of the property, have indicated their willingness to proceed as described in the Dedication Agreement, and signed the attached Dedication Agreement; and

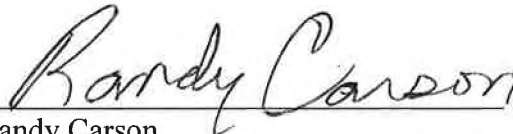
WHEREAS, Section 16.88.060 of the Canby Municipal Code requires this right-of-way dedication to be accepted by the City Council;

NOW THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City of Canby, as follows:

- (1) The Canby City Council accepts the Dedication Agreement described in Exhibit A and directs the City Administrator to sign the Dedication Agreement on behalf of the City.

This Resolution shall take effect on January 2, 2013.

ADOPTED BY THE CANBY CITY COUNCIL at a regular meeting thereof on January 2, 2013.


Randy Carson
Mayor

ATTEST:


Kimberly Scheafer, MMC
City Recorder

EXHIBIT A

DEDICATION AGREEMENT

PARTIES: CITY OF CANBY, an Oregon municipal corporation ("City")
CANBY URBAN RENEWAL AGENCY, the duly authorized and acting urban renewal agency of the City of Canby ("Agency")
And
("Owners")

WEYGANDT LLC and LISA M. WEYGANDT,
(jointly, "Owners")

RECITALS:

A. The City, through its City Council, and the Agency, through its Board of Directors, believe that the continued and immediate development of properties within and adjacent to the Canby Pioneer Industrial Park, also known as Phases II and III of the City of Canby Logging Road Industrial Park (the "Industrial Park") is important and essential for the effective and balanced growth of the City.

B. Construction Stage 1 consisted of that portion of Sequoia Parkway immediately East of and adjacent to the Canby Shopping Center of which Fred Meyer was a part.

C. Construction Stage 2 consisted of the extension of Sequoia Parkway and a short portion of Hazel Dell Way which was the subject of Memorandum of Understanding I.

D. Construction Stage 3 consisted of the further extension of Sequoia Parkway, as well as an extension of Southeast 4th Avenue which was the subject matter of Memorandum of Understanding II.

E. Construction Stage 4 consisted of the extension and development

of Hazel Dell Way which was the subject matter of Memorandum of Understanding III.

F. Construction Stage 5 consisted of the extension of Sequoia Parkway, including utilities, from the intersection of 4th Avenue south to Township Road, including improvements needed at the intersection of Sequoia Parkway and Township Road due to the extension of Sequoia Parkway.

G. Construction Stage 6 consisted of the extension of Sequoia Parkway from Township Road southerly a distance of 650 feet and the identification of the potential route for the further extension of Sequoia Parkway from the southerly termination of Sequoia Parkway to SE 13th Avenue a distance of approximately 1,860 feet which was the subject matter of Memorandum of Understanding IV

H. In order to accomplish the objectives of Recital A it is desirable for the Owners to support, financially, by donation or otherwise, a Construction Stage 7, consisting of:

a. The extension of Sequoia Parkway from its southerly termination to SE 13th Avenue a distance of approximately 1,860 feet; and

b. The extension of utilities from the southerly termination of Sequoia Parkway to SE 13th Avenue a distance of approximately 1,860 feet.

I. The City desires that the Owners' properties be developed, consistent with the City's adopted Industrial Area Master Plan and zoning (collectively, "the Master Plan") and consistent with the City's objectives to create employment opportunities with the City, broadening the City's tax base and helping make the City a complete community.

J. Construction Stages 1, 2, 3, 4, 5 and 6 have been completed; however, Construction Stage 7 is also a key element in the City's transportation plan and is a priority capital improvement subject for the City. Construction Stage 7 will

generate significant public benefit to City residents and businesses in the form of improved safety, street capacity and connectivity.

K. Right of way for Construction Stage 7 is presently owned by the Owners and would need to be acquired by the City or the Agency in order to allow Construction Stage 7.

L. The City, the Agency and the Owners agree to act reasonably and diligently to accomplish Construction Stage 7. The City, the Agency and the Owners have reached a consensus as to how the objectives of the Master Plan and Construction Stage 7 can be implemented. Consequently, this Dedication Agreement (“Agreement”) documents the various understandings previously reached among the parties on these subjects and conditionally commits the Parties to activities to achieve the objective of the extension of Sequoia Parkway to the intersection of SE 13th Avenue.

M. The financing plan for Construction Stage 7 is conditioned upon contributions of right-of-way, construction of certain improvements at private expense, the City or Agency obtaining loan or grant funds and the generation of system development charges (“SDCs”) resulting from development of Owners’ properties. Therefore, the estimated cost of Construction Stage 7 is heavily dependent upon right-of-way contributions and the financial considerations arising from development of Owners’ properties.

N. The Owners have indicated their willingness to proceed as described in this Agreement, and the City and the Agency, likewise are prepared to undertake actions consistent with this Agreement.

NOW, THEREFORE, THE PARTIES HERE BY AGREE AS FOLLOWS:

1. Sequoia Parkway Extension

In consideration for the City and the Agency proceeding as described in this Agreement, the Owners, for themselves, their heirs, successors and assigns, agree to support Construction Phase 7, as depicted in Exhibits C and E, as follows:

1.1 The Owners will dedicate right-of-way necessary to permit construction of the extension of the Sequoia Parkway segment of Construction Stage 7. Weygandt LLC will dedicate the real property specifically described in Exhibit B and depicted on the map attached as Exhibit C. Lisa M. Weygandt will dedicate the real property specifically described in Exhibit D and depicted on the map attached as Exhibit E.

1.2 The City or the Agency makes no representation as to the value of Owners' dedications and contributions required by this Agreement. The value of such dedications and contributions shall be determined by the Owners. However, the City and the Agency each agrees that no Owner is required to make the dedications or contributions at the time of this Agreement, and each such dedication or contribution is made voluntarily by the Owners.

1.3 In addition to the right-of-way dedication, and in consideration for the City's and Agency's performance under this Agreement, the Owners will fund and construct sidewalks and adjoining planter strips along the Sequoia Parkway segment of Construction Stage 7 at such time as their respective properties develop.

2. Financing of Sequoia Parkway Extension - Construction Stage 7.

2.1 Except as otherwise provided in this Agreement, the City or the Agency shall be responsible to fund and construct Construction Stage 7 . With the exception of standard City SDCs, none of the Owners shall have any obligation nor shall

they be required in any respect to fund the cost of any Construction Stage 7 improvements. Examples include cost of extending roadway and utilities from the southerly termination of Sequoia Parkway to SE 13th Avenue, removal of trees and bridge or overpass costs.

2.2 Under no circumstances shall any of the Owners be required to participate or have their properties included within any advance financing district, local improvement district or similar special financing mechanism for construction of Construction Stage 7, provided that the parties understand that the right-of-way the Owners have agreed to dedicate is located within the Canby Urban Renewal Plan Area.

2.3 The City, the Agency and the Owners recognize that their respective commitments and contributions as described in this Agreement are based upon the City or the Agency seeking and obtaining funds for constructing Construction Stage 7.

2.4 The Owners for themselves, their heirs, successors and assigns agree to support any City or Agency funding application for Construction Stage 7. Such support is based upon the City's reciprocal commitments as stated in this Agreement.

3. Recognition of Parties

This Agreement is executed with each party representing that it has obtained the necessary entity approvals of the Agreement, if any, and that the signator on its behalf has the authority to bind the party. For purposes of additional discussion and implementation of this Agreement the Owners designate R. A. Weygandt and Lisa Weygandt as their spokespersons and clearinghouse for information.

4. Reciprocal Commitments

The City, the Agency and the Owners recognize and agree that the commitments, promises and agreements stated in this Agreement are mutual and reciprocal. Should a party not perform as specified in this Agreement, any other party shall be relieved of its respective obligations to perform. The parties shall undertake all reasonable and necessary steps to implement this Agreement consistent with the objectives stated in the Recitals. Should the Owners fail to dedicate right-of-way for Construction Stage 7 or fail to construct sidewalks and/or planter strips upon development of their properties, the City or the Agency may impose other means of financing for those improvements that may impact the Owners but such imposition shall be subject to all legal rights and processes available to any Owner.

CITY OF CANBY:

By: *Randy Carson*
Randy Carson, Mayor

PROPERTY OWNERS:

Lisa M. Weygandt
Lisa M. Weygandt, Manager
Weygandt LLC
(Tax Lots 103) 11/28/12

CANBY URBAN RENEWAL:

By: *Richard Ares*
Richard Ares, Chair

Lisa M. Weygandt
Lisa M. Weygandt, Individually
(Tax Lots 102)
11/28/12

EXHIBIT A
(Property Owners).

Owner	•Tax Lot Number	Street Address	Acreage
Weygandt LLC Manager, Lisa Weygandt	41E3103	24401 S. Mulino Rd Canby OR 97013	27.29 acres
Lisa M. Weygandt	41E3102	24401 S. Mulino Rd Canby OR 97013	13.74 acres
Total: 2 parcels	Total acreage 41.03 acres		

City of Canby

ROADWAY DEDICATION
WEYGANDT LLC TO THE CITY OF CANBY

Section 3, T4S, R1E W.M., Tax Lot 103

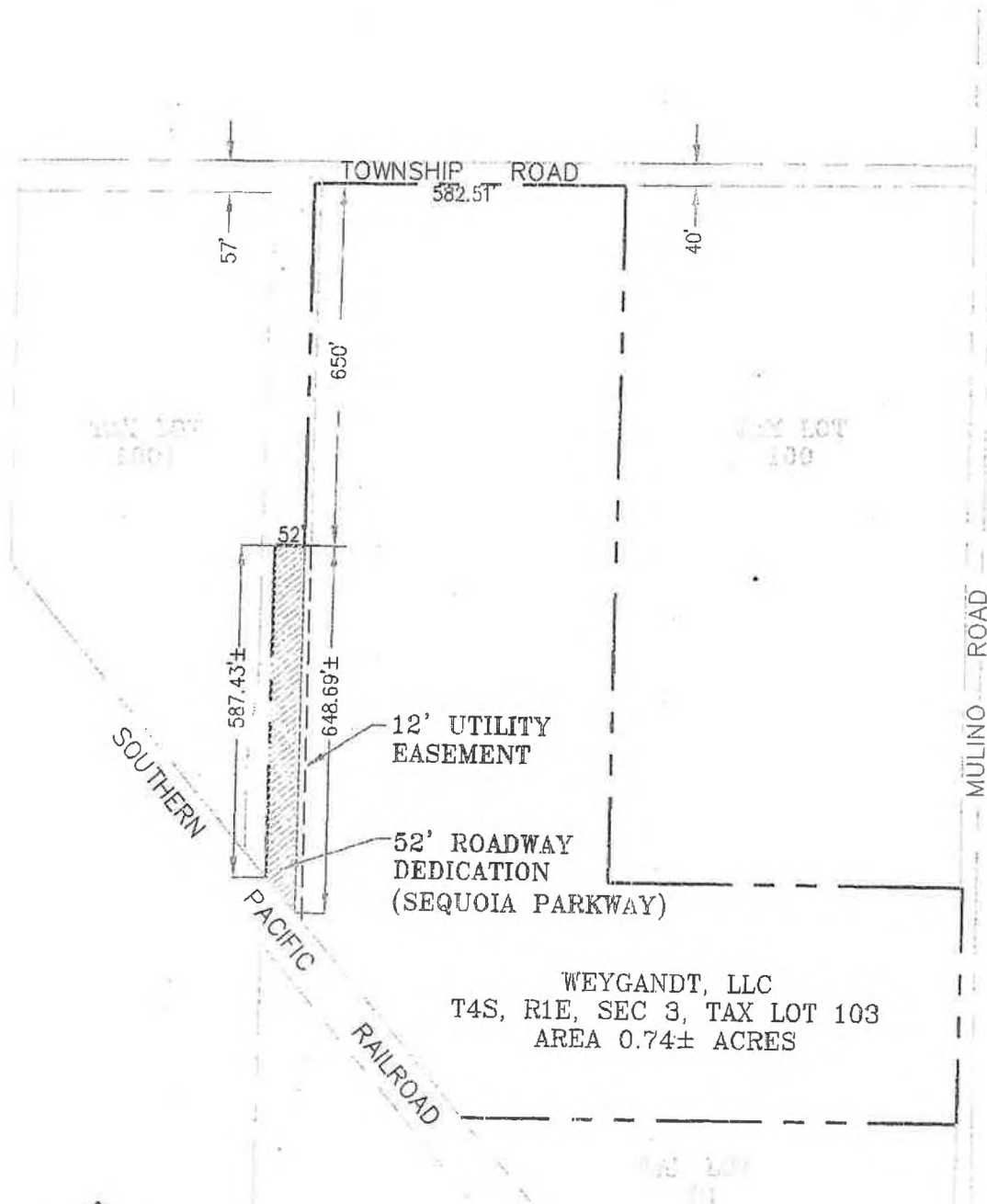
May 2012

The following described tract is being donated to the City of Canby as a public right-of-way for roadway and associated infrastructure construction, said tract being described as follows:

A portion of that tract of land conveyed to Weygandt LLC, recorded as Deed Number 99-089726, Clackamas County Deed Records in Section 3 of Township 4 South, Range 1 East, W.M., Clackamas County, Oregon; more particularly described as a strip of land 52 feet in width parallel and abutting the western boundary of said Weygandt LLC tract subsequent to the 2007 lot line adjustment as recorded under fee number 2008-001907, Clackamas County Deed Records, said strip of land beginning at a point 650 feet south of the south boundary of Township Road, said point being the southern end of the current public road right-of-way for Sequoia Parkway, thence continuing south along the said western boundary 659 feet more or less to the northern boundary of the Oregon Pacific Railroad, said dedication totaling approximately 0.74 acres.

A permanent 12 foot public utility easement shall also be created parallel and abutting the above described right-of-way dedication.

EXHIBIT c



SCALE: 1" = 300'

Roadway Dedication & Easements
WEYGANDT, LLC
 Canby, Oregon

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS

6655 S.W. HAMPTON ST., SUITE 210
 PORTLAND, OREGON 97223
 PHONE (503) 684-3478

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City of Canby

ROADWAY DEDICATION
LISA MAE WEYGANDT TO THE CITY OF CANBY

Section 3, T4S, R1E W.M., Tax Lot 102

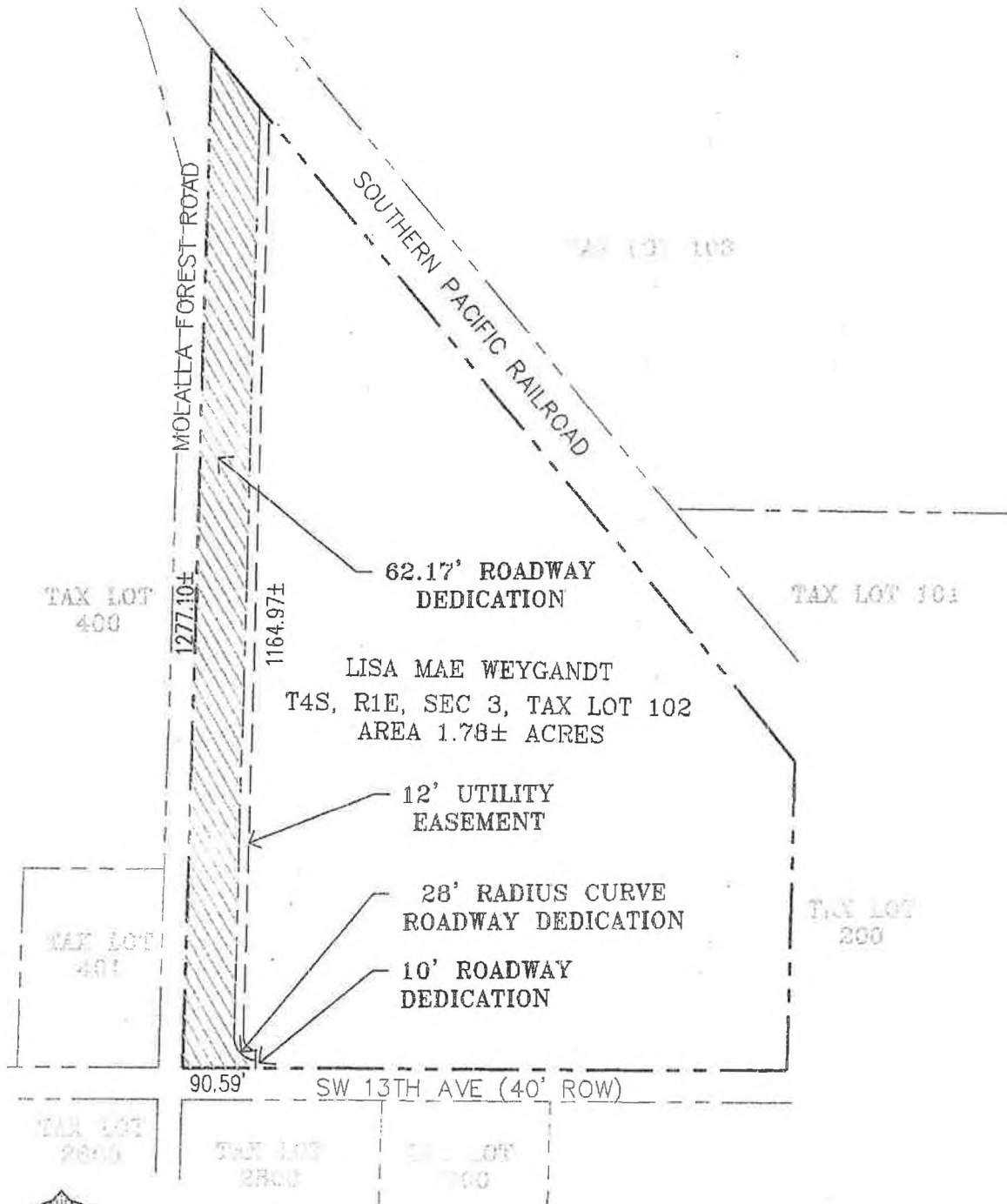
November 2012

The following described tract is being donated to the City of Canby for public right-of-way for roadway and associated infrastructure construction, said tract being described as follows:

A portion of that singular tract of land conveyed to Lisa Mae Weygandt recorded in three instruments of undivided interests as Deed Numbers 83-43129, 84-10367 and 85-02733, Clackamas County Deed Records in Section 3 of Township 4 South, Range 1 East, W.M., Clackamas County, Oregon; more particularly described as a strip of land 62.17 feet in width parallel and abutting the western boundary of said Weygandt tract, together with a return at the southeast corner of said strip of land having a radius of 28 feet, to a point that lies 30 feet measured perpendicular to the centerline of SE 13th Avenue and 90.48 feet measured perpendicular to the western boundary of said Weygandt Tract, thence south perpendicular to the centerline of SE 13th Avenue, a distance of 10 feet to the southern boundary of said Weygandt tract, thence westerly along said southern boundary to the south east corner of said 62.17 foot strip of land, as shown on the attached sketch, said donation totaling approximately 1.78 acres.

A permanent 12 foot public utility easement shall also be created measured perpendicular, paralleling and abutting the above described right-of-way dedication.

J:\Canby\Industrial Park\1580-REVISED TOPO\dwg\easement-displays\TL 102.dwg, 11/8/2012 11:56:24 AM, \CAD-004\EPSON Stylus Photo 1400 Series



SCALE: 1" = 200'

Roadway Dedication & Easements
LISA MAE WEYGANDT
 Canby, Oregon

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS

6655 SW. HAMPTON ST, SUITE 210
 PORTLAND, OREGON 97223
 PHONE (503) 684-3478