

ORDINANCE NO. 1565

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENTS FOR THE PURCHASE OF RIGHT OF WAY FROM PAR 3 INVESTMENTS, LLC, PROUDEST MONKEY DEVELOPMENT, LLC, AND JAMES AND KAREN LYONS FOR THE FUTURE WALNUT STREET EXPANSION

WHEREAS, the extension of Walnut Street is part of the City of Canby Transportation System Plan; and

WHEREAS, the City of Canby requires right of way for the construction and maintenance of the Walnut Street Extension project; and

WHEREAS, the City of Canby has duly appraised the value of the purchase of said right of way; and

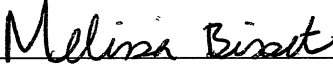
WHEREAS, the City of Canby has negotiated agreements with Par 3 Investments, LLC, Prouddest Monkey Development, LLC, and James and Karen Lyons for the purchase of their respective rights of way at appraisal value.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City of Canby to enter into Memorandums of Understanding with Par 3 Investments, LLC, Prouddest Monkey Development, LLC, and James and Karen Lyons for the purchase of their respective rights of way.

Copies of the Memorandums of Understandings are attached hereto as Exhibit "A"

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, November 3, 2021 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, November 17, 2021 commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 17th day of November 2021, by the following vote:

YEAS 6

NAYS 0



Brian Hodson
Mayor

ATTEST:



Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 3rd day of November, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1565 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

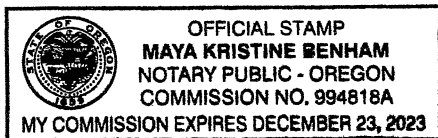
Thereafter, on the 5th day of November, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 17th day of November, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 12th day of January, 2021.



Maya K. Benham
Notary Public for Oregon
My Commission Expires: 12/23/2023

After recording return to:

Par 3 Investments, LLC
Attn Steve Skinner, Manager
1934 N Country Club Drive
Canby, OR 97013

South Walnut Street Memorandum of Understanding

THIS Memorandum is by and between the City of Canby, Oregon, with a mailing address of 222 NE 2nd Avenue, Canby, Oregon 97013, (herein after referred to as CITY), and Par 3 Investments, LLC (herein after referred to as OWNER) with mailing address of 1934 N Country Club Drive, Canby, Oregon 97013, to memorialize the agreement of consideration for a permanent easement for the future construction of South Walnut Street across the subject property.

NOW THEREFORE, the parties agree as follows:

I. AFFECTED PROPERTY

This Agreement shall be recorded upon the deed of that tract of land conveyed to Par 3 Investments, LLC, on July 25, 2005, and recorded as Fee Number 2005-071563, Clackamas County Deed Records, in Section 34 of Township 3 South, Range 4 East, W.M., Clackamas County, Oregon.

This agreement shall be binding upon the CITY and OWNER, or any succeeding owner of the subject tract of land.

II. OBLIGATION OF THE OWNER

Upon receipt of the consideration given or promised by the CITY, the OWNER shall convey a permanent easement for roadway purposes as described in the attached document labeled "Easement for Roadway Purposes," to the CITY for future construction of South Walnut Street.

III. OBLIGATION OF THE CITY

In exchange for conveyance of said permanent easement for roadway purposes across the subject property, the CITY agrees to the following:

1. Upon execution of this Memorandum of Understanding, the City will record this document in the Clackamas County Deed Records and include a reference to the MOU in the subsequent easement document.
2. Upon execution of the permanent easement document, the CITY will pay OWNER the amount of \$53,000 in current funds or will provide a letter documenting a credit against future transportation SDC charges (which are inflation-indexed) associated with development of the subject property, at the sole election of the OWNER.

3. The CITY will fund and complete development of all public street improvements (excepting sidewalks and street trees but including driveway(s) to the subject property) and utility improvements.

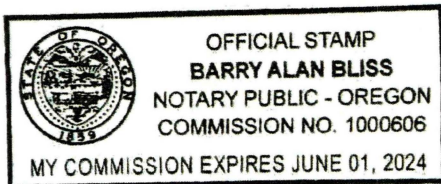
4. The CITY will not require any cost reimbursement for the proposed street and utility improvements and will waive any direct cost allocations against the subject property, excluding any indirect cost allocations that may be integral to the System Development Charge Fee or property tax millage rates that are applied regionally.

Steve Skinner 10/11/2021
Steve Skinner, Manager Date
Par 3 Investments, LLC.

Scott Archer, City Administrator Date
City of Canby

State of Oregon, County of Clackamas:

Personally appeared the above named Steve Skinner, Manager, Par 3 Investments, LLC. before me on October 11, 2021 and acknowledged he has the authority to execute this document on behalf of Par 3 Investments, LLC, and that this instrument is his voluntary act and deed.



Before Me: [Signature]
Notary Public for Oregon

My Commission Expires: June 1, 2024

State of Oregon, County of Clackamas:

Personally appeared the above named Scott Archer, City Administrator of the City of Canby, before me on _____, 2021 and acknowledged the foregoing instrument to be his voluntary act and deed.

Before Me: _____
Notary Public for Oregon

My Commission Expires: _____

Attachment: Easement for Roadway Purposes

AFTER RECORDING, RETURN TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

SEND TAX STATEMENT TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

PERMANENT EASEMENT FOR ROAD AND RIGHT OF WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Par 3 Investments LLC, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Canby, a Municipal Corporation, hereinafter called the grantee, does hereby grant bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, a permanent easement for the purposes of road and utility improvements, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

A portion of that tract of land conveyed to Par 3 Investments LLC on July 25, 2005 and recorded as Fee Number 2005-071563, Clackamas County Deed Records, in Section 34 of Township 3 South, Range 4 East, W.M., Clackamas County, Oregon, said easement being a 37 foot wide strip of land parallel and abutting the south westerly boundary of said Par 3 Investments LLC tract, said easement containing 16,854 square feet more or less, as shown on the attached Exhibit A.

The true and actual consideration for this perpetual easement is Fifty Three Thousand Dollars (\$53,000.00), to be paid prior to recording, in conjunction with conditions of approval contained in a Memorandum of Understanding recorded as Fee Number _____ Clackamas County Deed records.

In construing this easement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

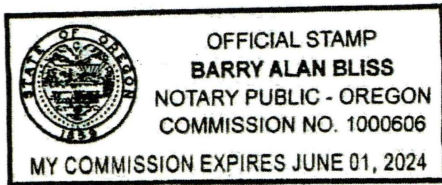
In Witness Whereof, the grantor has executed this instrument this 11 day of October, 2021;

PAR THREE INVESTMENTS LLC, Limited Liability Company:

By: Steve Skinner
Steve Skinner, Manager, Par 3 Investments LLC

STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 11 day of October 2021, by Steve Skinner, Manager, Par 3 Investments LLC, and said person acknowledged said person is authorized to execute the attached instrument on behalf of Par 3 Investments LLC and acknowledged it to be the free and voluntary act of said limited liability company for the uses and purposes noted in the instrument.



[Signature]

Notary Public for Oregon

My Commission Expires: June 1, 2024

Accepted by the City of Canby:

_____ Scott Archer, City Administrator

South Walnut Street
Memorandum of Understanding
Page 3

State of Oregon, County of Clackamas:

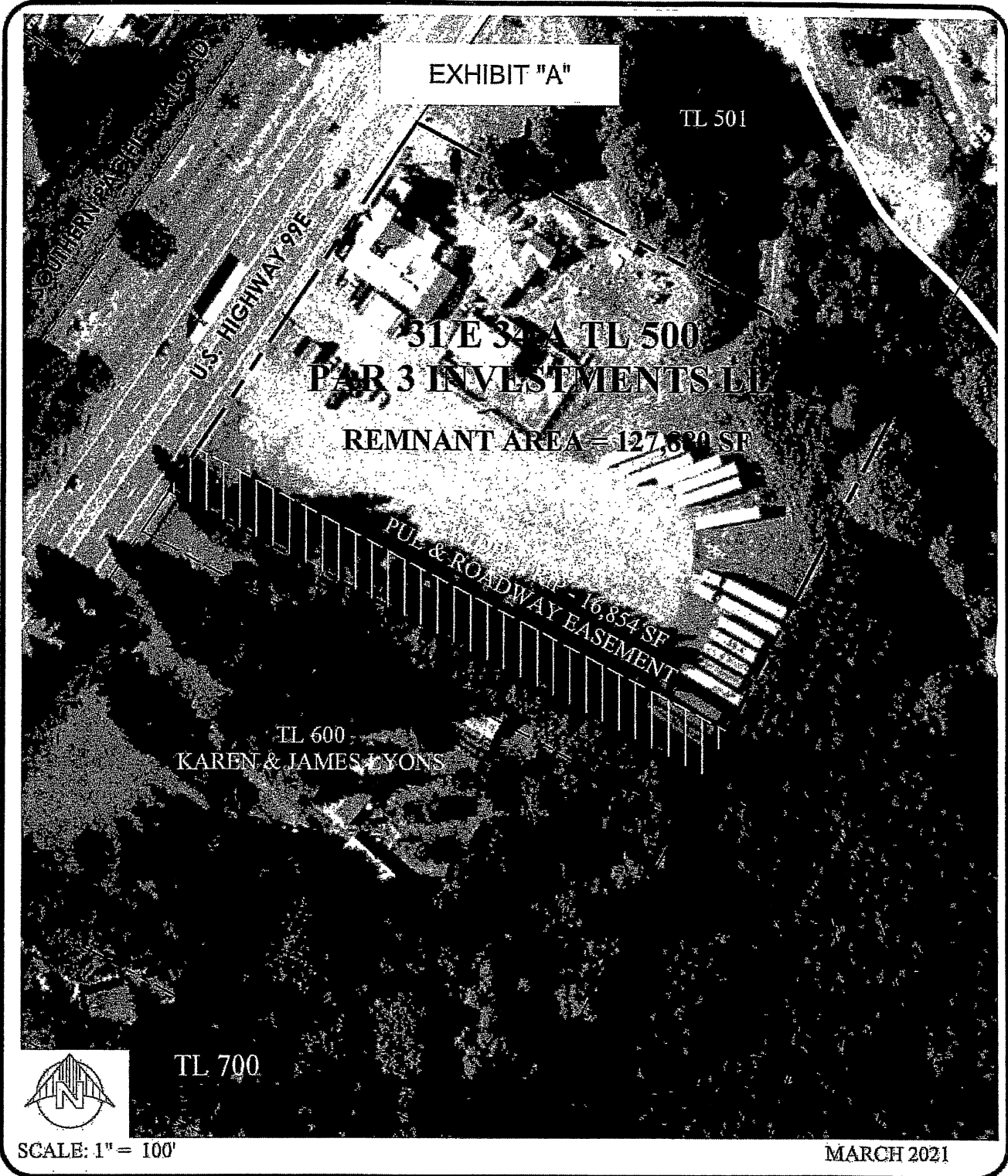
Personally appeared the above named Scott Archer, City Administrator of the City of Canby, before me on _____, 2021 and acknowledged the foregoing instrument to be his voluntary act and deed.

Before Me: _____
Notary Public for Oregon

My Commission Expires: _____

Attachment: Easement for Roadway Purposes

J:\Canby\1784-Walnut St. Extension\DWG\1009-PLATE TL 500.dwg, 3/29/2021 9:18:30 AM, DWG To PDF.pc3



CITY OF CANBY
 PAR 3 INVESTMENTS LLC EASEMENT
 WALNUT STREET EXTENSION
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS

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

After recording return to:

Proudest Monkey Development, LLC
Attn Ethan Manuel, Manager
1664 N Sweetgum Street
Canby, OR 97013

South Walnut Street Memorandum of Understanding

THIS Memorandum is by and between the City of Canby, Oregon, with a mailing address of 222 NE 2nd Avenue, Canby, Oregon 97013, (herein after referred to as CITY), and Proudest Monkey Development, LLC (herein after referred to as OWNER) with mailing address of 1664 N Sweetgum Street, Canby, Oregon 97013, to memorialize the agreement of consideration for a permanent easement for the future construction of South Walnut Street across the subject property.

NOW THEREFORE, the parties agree as follows:

I. AFFECTED PROPERTY

This Agreement shall be recorded upon the deed of that tract of land conveyed to Proudest Monkey Development LLC on August 1, 2018 and recorded as Deed Number 2018-051253, Clackamas County Deed Records in Section 34 of Township 3 South, Range 4 East, W.M., Clackamas County, Oregon.

This agreement shall be binding upon the CITY and OWNER, or any succeeding owner of the subject tract of land.

II. OBLIGATION OF THE OWNER

Upon receipt of the consideration given or promised by the CITY, the OWNER shall convey a permanent easement for roadway purposes as described in the attached document labeled "Easement for Roadway Purposes", to the CITY for future construction of South Walnut Street.

III. OBLIGATION OF THE CITY

In exchange for conveyance of said permanent easement for roadway purposes across the subject property, the CITY agrees to the following:

1. Upon execution of this Memorandum of Understanding, the City will record this document in the Clackamas County Deed Records and include a reference to the MOU in the subsequent easement document.
2. Upon execution of the Easement Document, the CITY will pay OWNER the amount of \$232,000 in current funds via a wire transfer, or will provide a credit against future transportation SDC charges (which are inflation-indexed) associated with development of the subject property, at the sole election of the OWNER.

3. The **CITY** will fund all street and utility improvements for a complete and functional roadway connection between Highway 99E to SE 1st Avenue, to include:

- A 50' foot curb to curb Industrial roadway connection (excepting sidewalks and street trees) between SE 1st Avenue and Highway 99E;
- A three-way signalized intersection at the connection to Highway 99E;
- A fully functional connection to SE 1st Avenue, tentatively anticipated to be a traffic circle;
- Utility service mainlines (water, sanitary sewer, gas, communications, and power) to fully serve all abutting property, and with sufficient capacity to serve the Planning Department Area of Special Concern Area J. Stormwater improvements will be limited to those required to serve runoff from Walnut Street.

4. The City has budgeted funds in FY 2021-22 for initial design and construction, and plans to budget the remaining funds needed to complete the project in FY 22-23 and 23-24.

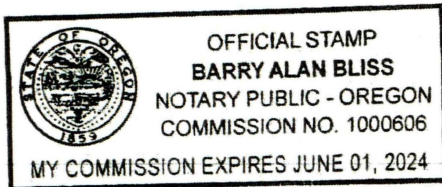
5. The **CITY** will not require any cost reimbursement for the proposed street and utility improvements and will waive any direct cost allocations against the subject property, excluding any indirect cost allocations that may be integral to the System Development Charge Fee or property tax millage rates that are applied regionally.

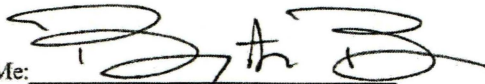

Ethan Manuel, Manager 10/19/21
Proudest Monkey Development, LLC. Date

Scott Archer, City Administrator Date
City of Canby

State of Oregon, County of Clackamas:

Personally appeared the above named Ethan Manuel, Manager, Proudest Monkey Development, LLC. before me on October 19, 2021 and acknowledged he has the authority to execute this document on behalf of Proudest Monkey Development, LLC, and that this instrument is his voluntary act and deed.



Before Me: 
Notary Public for Oregon

My Commission Expires: June 1, 2024

AFTER RECORDING, RETURN TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

SEND TAX STATEMENT TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

PERMANENT EASEMENT FOR ROAD AND RIGHT OF WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Proudest Monkey Development LLC, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Canby, a Municipal Corporation, hereinafter called the grantee, does hereby grant bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, a permanent easement for the purposes of road and utility improvements, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

Permanent Easement for Roadway Purposes is described on the attached Exhibit 'A' Legal Description and as shown on the attached sketch labeled Exhibit 'B': hereto and by this reference incorporated herein.

The true and actual consideration for this perpetual easement is Two Hundred Thirty Two Thousand Dollars (\$232,000.00), to be paid prior to recording, in conjunction with conditions of approval contained in a Memorandum of Understanding recorded as Fee Number _____ Clackamas County Deed records.

In construing this easement, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 19th day of October, 2021;

PROUDEST MONKEY DEVELOPMENT LLC, Limited Liability Company:

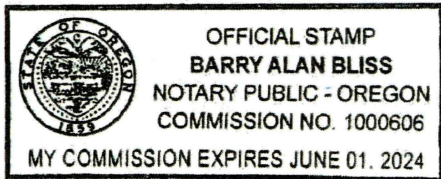
By: Ethan Manuel
Ethan Manuel, Member, Proudest Monkey Development LLC

STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 19 day of October 2021, by Ethan Manuel, Member, Proudest Monkey Development LLC, and said person acknowledged said person is authorized to execute the attached instrument on behalf of Proudest Monkey Development LLC and acknowledged it to be the free and voluntary act of said limited liability company for the uses and purposes noted in the instrument.

[Signature]
Notary Public for Oregon

My Commission Expires: June 1, 2024



Accepted by the City of Canby: _____ Scott Archer, City Administrator

EXHIBIT "B"



SCALE: 1" = 300'

MARCH 2021

CITY OF CANBY
 PROUDEST MONKEY EASEMENT
 WALNUT STREET EXTENSION
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS

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

J:\Canby\1784-Walnut St Extension\DWG\1009-PLATE TL 400.dwg, 4/9/2021 11:05:01 AM, DWG To PDF.pc3

EXHIBIT "A"

ZTec Engineers, Inc.

Civil ♦ Structural ♦ Surveying

John McL. Middleton, P.E.

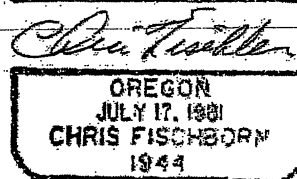
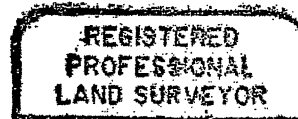
Chris C. Fischborn, P.L.S.
3880 SE 8th Ave., Suite 280
Portland, OR 97202
503-235-8795
FAX: 503-233-7889

Ronald b. Sellards, P.E.

Email: chris@ztecengineers.com

Legal Description of
EASEMENT FOR ROADWAY PURPOSES
PROUDEST MONKEY DEVELOPMENT LLC
In the NE 1/4 of Section 34, T3S., R1E., W.M.-Tax Lot 400

The following described Tract of land being dedicated to the City of Canby as an Easement for utility and roadway purposes. Said Tract of land being more particularly described as follows: A portion of that tract of land conveyed to Proudest Monkey Development LLC, on August 1, 2018 in that deed recorded as Document No. 2018-051253, Clackamas County Deed Records in the Northeast one-quarter of Section 34, Township 3 South, Range 1 East, of the Willamette Meridian, Clackamas County, Oregon. Said Easement being a portion of said Proudest Monkey Development LLC Tract and consisting of a strip of land being 74.00 feet wide, 37.00 feet on each side of the following described centerline: Beginning at a 3/4 inch iron pipe found at the most Southerly corner of Lot 34 of "East Canby Gardens", said point being North 26°08'30" East a distance of 639.92 feet from a 3/4 inch iron pipe at the most Southerly corner of lot 32 of said "East Canby Gardens"; thence along a 200.00 foot radius curve to the right, through a central angle of 80°06'30", an arc distance of 279.63 feet (the long chord of said curve bears South 23°48'15" East a distance of 257.40 feet) to a point of tangency; thence South 16°15'00" East a distance of 296.23 feet to a point of curve; thence along a 200.00 foot radius curve to the left, through a central angle of 80°04'50", an arc distance of 279.53 feet (the long chord of said curve bears South 23°47'25" East a distance of 257.33 feet to a point that is 37.00 feet North of, when measured at right angles, the Southwesterly line of Lot 27 of said "East Canby Gardens"; thence South 63°49'50" East, parallel with and 37.00 feet North of, when measured at right angles, said Southwesterly line, a distance of 621.85 feet to point of curve; thence along a 196.00 foot radius curve to the right, through a central angle of 35°47'03", an arc distance of 122.41 feet (the long chord of said curve bears South 45°56'20" East a distance of 120.43 feet) to a point on the Southwesterly line of said Document No. 2018-051253 tract and the terminus of said centerline. Said Easement sidelines to be extended or shortened to intersect said Document No. 2018-051253 boundary.
Said Easement covers an area of **1.54** acres more or less.



After recording return to:

James D. & Karen E. Lyons
22890 SW Highway 99E
Canby, OR 97013

South Walnut Street Memorandum of Understanding

THIS Memorandum is by and between the City of Canby, Oregon, with a mailing address of 222 NE 2nd Avenue, Canby, Oregon 97013, (herein after referred to as CITY), and James D. & Karen E. Lyons (herein after referred to as OWNER) with mailing address of 22890 S Highway 99E, Canby, Oregon 97013, to memorialize the agreement of consideration for a permanent easement for the future construction of South Walnut Street across the subject property.

NOW THEREFORE, the parties agree as follows:

I. AFFECTED PROPERTY

This Agreement shall be recorded upon the deed of that tract of land conveyed to Karen E. Lyons by a Personal Representative's Deed on March 3, 2003, and recorded as Fee Number 2003-091463, Clackamas County Deed Records, in Section 34 of Township 3 South, Range 4 East, W.M., Clackamas County, Oregon, and to James D. Lyons as half owner conveyed on February 24, 2014, and recorded as Fee Number 2014-008470, Clackamas County Deed Records

This agreement shall be binding upon the CITY and OWNER, or any succeeding owner of the subject tract of land.

II. OBLIGATION OF THE OWNER

Upon receipt of the consideration given or promised by the CITY, the OWNER shall convey a permanent easement for roadway purposes as described in the attached document labeled "Easement for Roadway Purposes," to the CITY for future construction of South Walnut Street.

III. OBLIGATION OF THE CITY

In exchange for conveyance of said permanent easement for roadway purposes across the subject property, the CITY agrees to the following:

1. Upon execution of this Memorandum of Understanding, the City will record this document in the Clackamas County Deed Records and include a reference to the MOU in the subsequent easement document.
2. Upon execution of the easement document, the CITY will pay OWNER the amount of \$54,000 to compensate for the land and an additional \$11,000 to compensate for the utility building, for a total of \$65,000 in current funds.

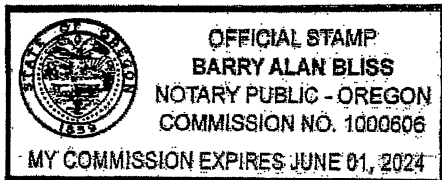
3. At the time of construction, the CITY will fund and complete development of all public street improvements (excepting sidewalks and street trees) and utility improvements.
4. At the time of construction, the CITY will provide a minimum 30 day notice before starting demolition work to remove the existing utility building and restore the site to a flat level area.
5. At the time of construction, the CITY will remove the existing driveway (if ODOT requires termination of the existing driveway) and work jointly with the property owner to design and construct a new realigned access driveway of comparable or better quality, from the new Walnut Street improvement.
6. At the time of construction, the CITY will provide an earthen berm with mutually acceptable landscaping to provide sight screening for the existing residential site, and comparable fencing to replace the existing to maintain site security.
7. The CITY will not require any cost reimbursement for the proposed street and utility improvements and will waive any direct cost allocations against the subject property, excluding any indirect cost allocations that may be integral to the System Development Charge Fee or property tax millage rates that are applied regionally.

James D. Lyons 10/19/2021
James D. Lyons Date Scott Archer, City Administrator Date

Karen E. Lyons 10-19-2021
Karen E. Lyons Date

State of Oregon, County of Clackamas:

Personally appeared the above named James D. and Karen E. Lyons before me on _____, 2021 and acknowledged that this instrument is their voluntary act and deed.



Before Me: [Signature]
Notary Public for Oregon

My Commission Expires: June 1, 2024

AFTER RECORDING, RETURN TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

SEND TAX STATEMENT TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

PERMANENT EASEMENT FOR ROAD AND RIGHT OF WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that James D. Lyons and Karen E. Lyons, husband and wife, hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by the City of Canby, a Municipal Corporation, hereinafter called the grantee, does hereby grant bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, a permanent easement for the purposes of road and utility improvements, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

A portion of that tract of land conveyed to Karen E. Lyons by a Personal Representative's Deed on March 3, 2003 and recorded as Fee Number 2003-091463, Clackamas County Deed Records, in Section 34 of Township 3 South, Range 4 East, W.M., Clackamas County, Oregon, and to James D. Lyons as half owner conveyed on February 24, 2014 and recorded as Fee Number 2014-008470, Clackamas County Deed Records, said easement being a 37 foot wide strip of land parallel and abutting the north easterly boundary of said Lyons tract, said easement containing 17,011 square feet more or less, as shown on the attached Exhibit A.

The true and actual consideration for this perpetual easement is Fifty Four Thousand Dollars (\$54,000.00), to be paid prior to recording, in conjunction with conditions of approval contained in a Memorandum of Understanding recorded as Fee Number _____ Clackamas County Deed records.

In construing this easement, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this 19th day of October 2021;

By: [Signature]
James D. Lyons

By: [Signature]
Karen E. Lyons

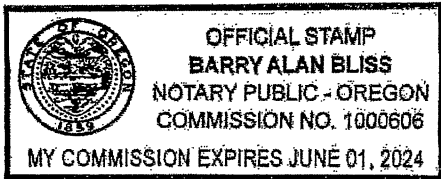
STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 19 day of October 2021, by James D. Lyons and acknowledged it to be his free and voluntary act for the uses and purposes noted in the instrument.

[Signature]

Notary Public for Oregon

My Commission Expires: June 1, 2024



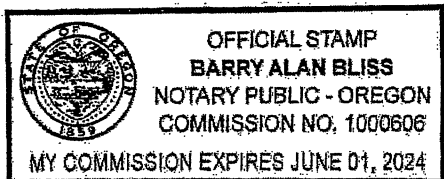
STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 19 day of October 2021, by Karen E. Lyons and acknowledged it to be her free and voluntary act for the uses and purposes noted in the instrument.

[Signature]

Notary Public for Oregon

My Commission Expires: June 1, 2024



Accepted by the City of Canby: _____ Scott Archer, City Administrator

South Walnut Street
Lyons Memorandum of Understanding
Page 3

State of Oregon, County of Clackamas:

Personally appeared the above named Scott Archer, City Administrator of the City of Canby,
before me on _____, 2021 and acknowledged the foregoing instrument to be his
voluntary act and deed,

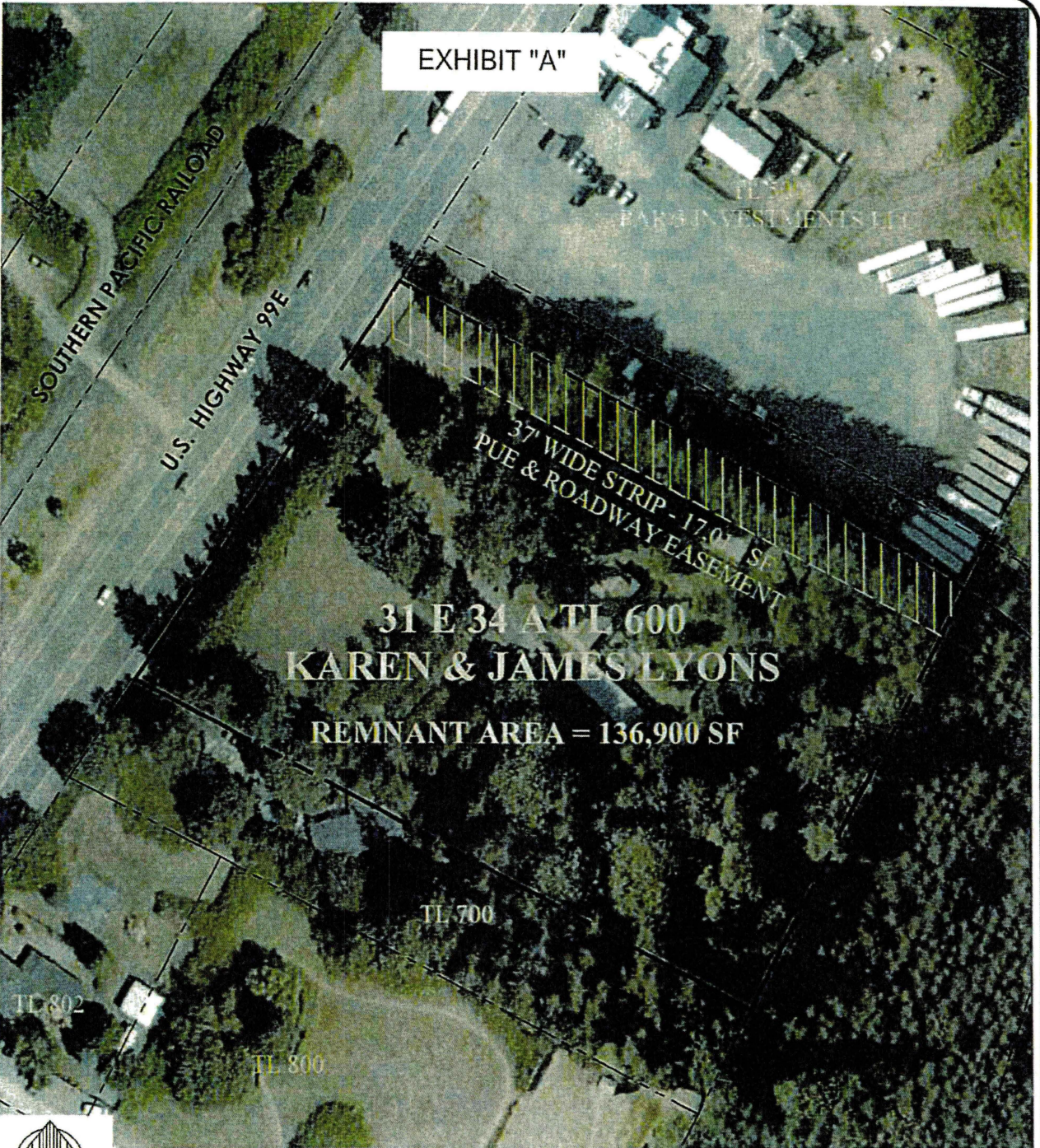
Before Me: _____
Notary Public for Oregon

My Commission Expires: _____

Attachment: Easement for Roadway Purposes

J:\Canby\1784-Walnut St Extension\DWG\1009-PLATE TL 600.dwg, 3/29/2021 9:19:52 AM, DWG To PDF.pc3

EXHIBIT "A"



SCALE: 1" = 100'

MARCH 2021

CITY OF CANBY
 KAREN & JAMES LYONS EASEMENT
 WALNUT STREET EXTENSION
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS

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



\$103.00

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12/22/2021 11:14:18 AM

D-E Cnt=1 Stn=2 COUNTER3
\$15.00 \$16.00 \$62.00 \$10.00

AFTER RECORDING, RETURN TO:

C/O CURT MCLEOD
The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

SEND TAX STATEMENT TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

PERMANENT EASEMENT FOR ROAD AND RIGHT OF WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that James D. Lyons and Karen E. Lyons, husband and wife, hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by the City of Canby, a Municipal Corporation, hereinafter called the grantee, does hereby grant bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, a permanent easement for the purposes of road and utility improvements, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

A portion of that tract of land conveyed to Karen E. Lyons by a Personal Representative's Deed on March 3, 2003 and recorded as Fee Number 2003-091463, Clackamas County Deed Records, in Section 34 of Township 3 South, Range 4 East, W.M., Clackamas County, Oregon, and to James D. Lyons as half owner conveyed on February 24, 2014 and recorded as Fee Number 2014-008470, Clackamas County Deed Records, said easement being a 37 foot wide strip of land parallel and abutting the north easterly boundary of said Lyons tract, said easement containing 17,011 square feet more or less, as shown on the attached Exhibit A.

The true and actual consideration for this perpetual easement is Fifty Four Thousand Dollars (\$54,000.00), to be paid prior to recording, in conjunction with conditions of approval contained in a Memorandum of Understanding recorded as Fee Number 2021-110259 Clackamas County Deed records.

In construing this easement, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 19th day of October 2021;

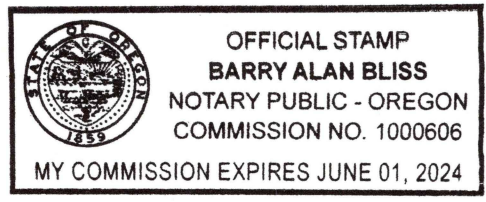
By: [Signature]
James D. Lyons

By: [Signature]
Karen E. Lyons

STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 19 day of October 2021, by James D. Lyons and acknowledged it to be his free and voluntary act for the uses and purposes noted in the instrument.

[Signature]
Notary Public for Oregon

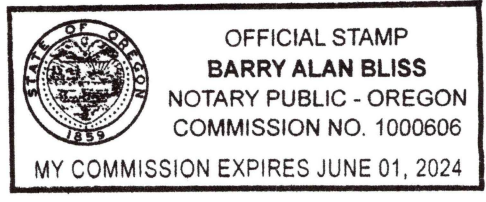


My Commission Expires: June 1, 2024

STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 19 day of October 2021, by Karen E. Lyons and acknowledged it to be her free and voluntary act for the uses and purposes noted in the instrument.

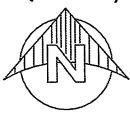
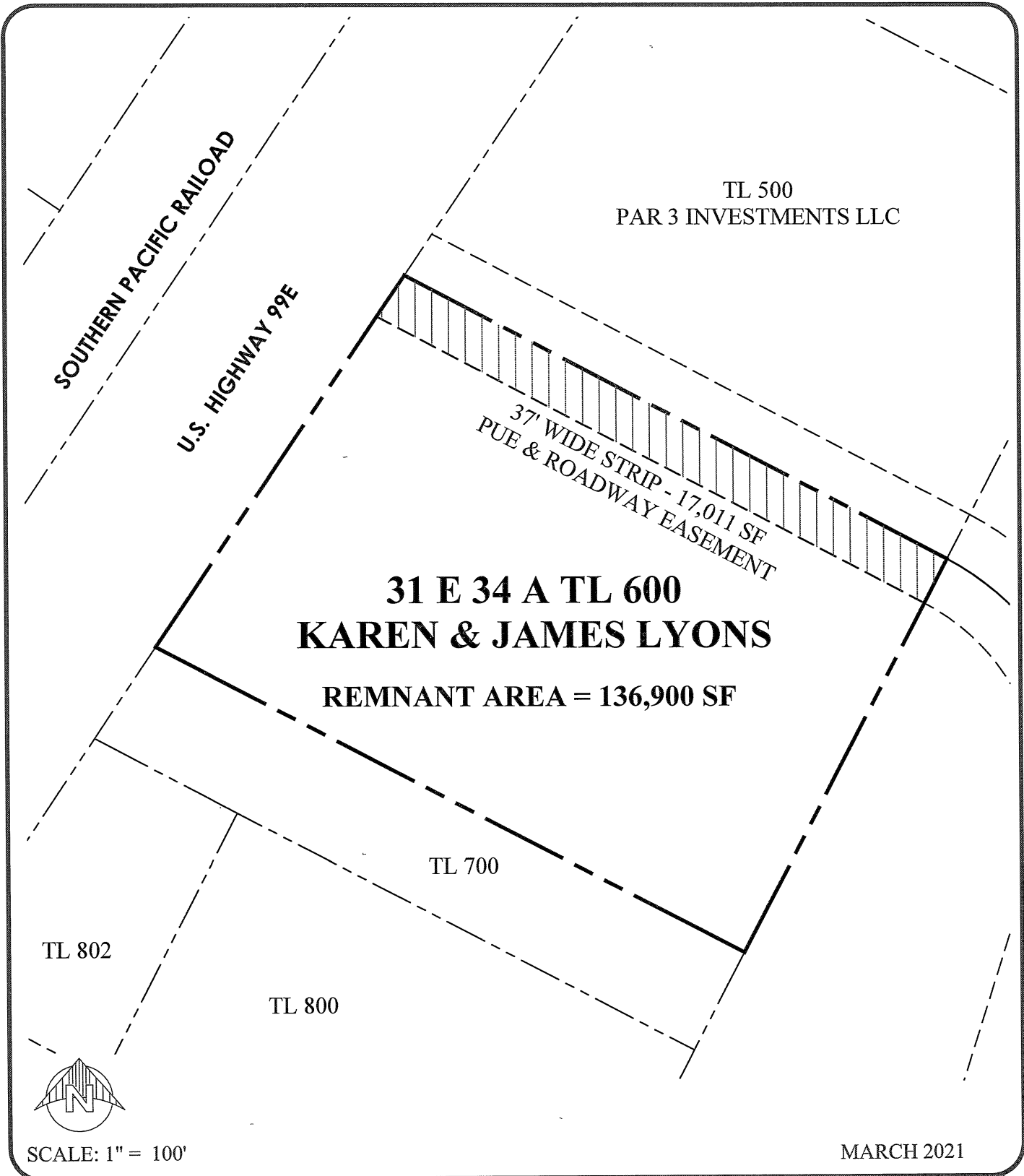
[Signature]
Notary Public for Oregon



My Commission Expires: June 1, 2024

Accepted by the City of Canby: [Signature] Scott Archer, City Administrator

EXHIBIT A



SCALE: 1" = 100'

MARCH 2021

CITY OF CANBY
KAREN & JAMES LYONS EASEMENT
WALNUT STREET EXTENSION
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
 6655 S.W. HAMPTON ST., SUITE 210
 PORTLAND, OREGON 97223
 PHONE (503) 684-3478

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\$108.00

12/22/2021 11:15:00 AM

D-E Cnt=1 Stn=2 COUNTER3
\$20.00 \$16.00 \$62.00 \$10.00

AFTER RECORDING, RETURN TO:

O/O CURT MCLEOD

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

SEND TAX STATEMENT TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

PERMANENT EASEMENT FOR ROAD AND RIGHT OF WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Proudest Monkey Development LLC, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Canby, a Municipal Corporation, hereinafter called the grantee, does hereby grant bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, a permanent easement for the purposes of road and utility improvements, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

Permanent Easement for Roadway Purposes is described on the attached Exhibit 'A' Legal Description and as shown on the attached sketch labeled Exhibit 'B': hereto and by this reference incorporated herein.

The true and actual consideration for this perpetual easement is Two Hundred Thirty Two Thousand Dollars (\$232,000.00), to be paid prior to recording, in conjunction with conditions of approval contained in a Memorandum of Understanding recorded as Fee Number 2021-110258 Clackamas County Deed records.

In construing this easement, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 19th day of October, 2021;

PROUDEST MONKEY DEVELOPMENT LLC, Limited Liability Company:

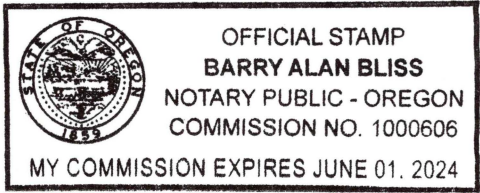
By: Ethan Manuel
Ethan Manuel, Member, Prouddest Monkey Development LLC

STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 19 day of October 2021, by Ethan Manuel, Member, Prouddest Monkey Development LLC, and said person acknowledged said person is authorized to execute the attached instrument on behalf of Prouddest Monkey Development LLC and acknowledged it to be the free and voluntary act of said limited liability company for the uses and purposes noted in the instrument.

[Signature]
Notary Public for Oregon

My Commission Expires: June 1, 2024



Accepted by the City of Canby: [Signature] 12/17/21 Scott Archer, City Administrator

EXHIBIT "A"

ZTec Engineers, Inc.

Civil ♦ Structural ♦ Surveying

John McL. Middleton, P.E.

Chris C. Fischborn, P.L.S.
3880 SE 8th Ave., Suite 280

Portland, OR 97202

503-235-8795

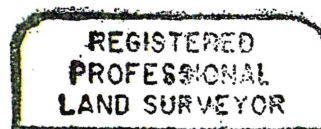
FAX: 503-233-7889

Email: chris@ztecengineers.com

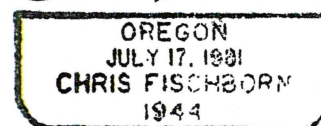
Ronald b. Sellards, P.E.

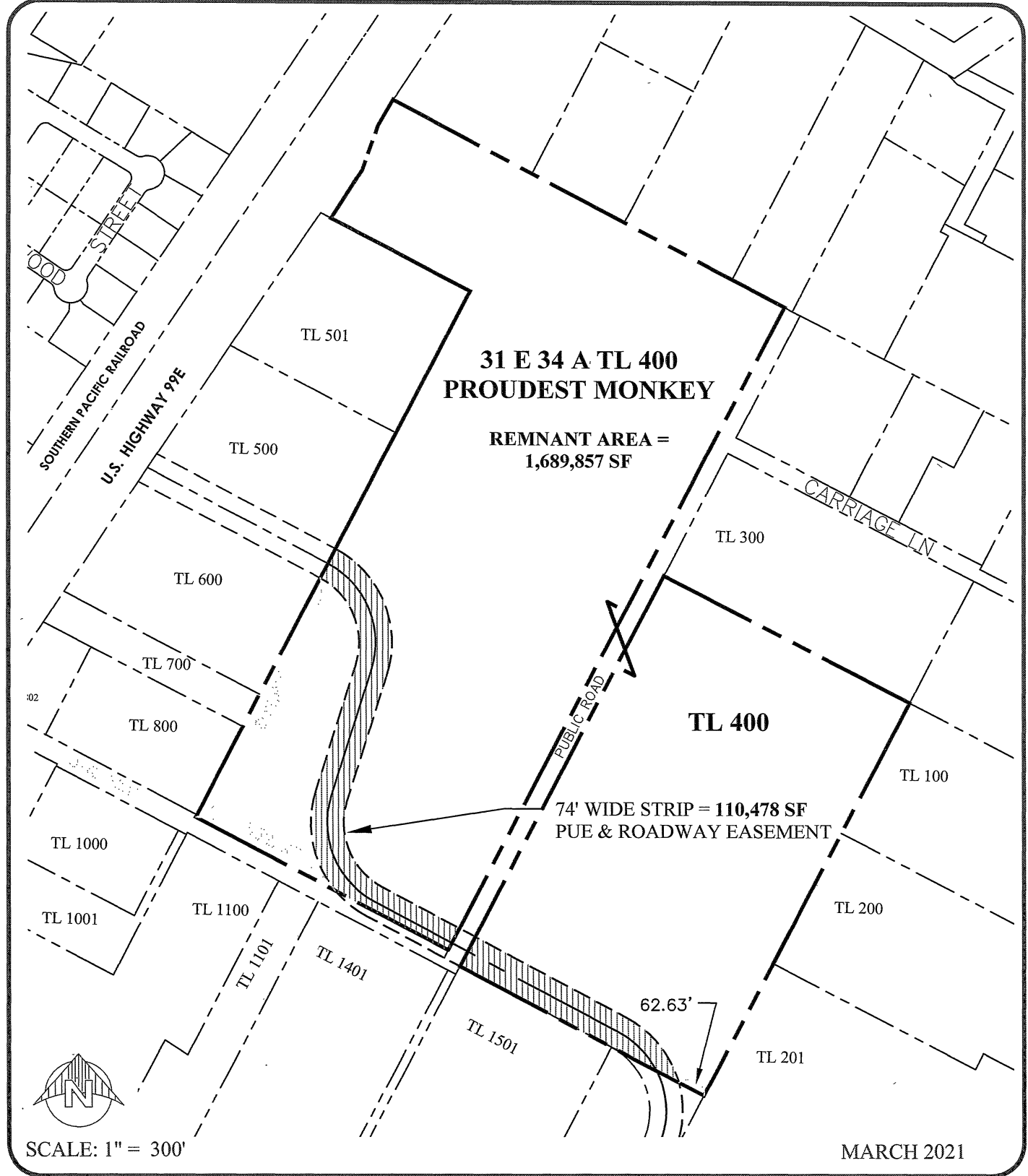
Legal Description of
EASEMENT FOR ROADWAY PURPOSES
PROUDEST MONKEY DEVELOPMENT LLC
in the NE 1/4 of Section 34, T3S., R1E., W.M.-Tax Lot 400

The following described Tract of land being dedicated to the City of Canby as an Easement for utility and roadway purposes. Said Tract of land being more particularly described as follows: A portion of that tract of land conveyed to Prouddest Monkey Development LLC, on August 1, 2018 in that deed recorded as Document No. 2018-051253, Clackamas County Deed Records in the Northeast one-quarter of Section 34, Township 3 South, Range 1 East, of the Willamette Meridian, Clackamas County, Oregon. Said Easement being a portion of said Prouddest Monkey Development LLC Tract and consisting of a strip of land being 74.00 feet wide, 37.00 feet on each side of the following described centerline: Beginning at a 3/4 inch iron pipe found at the most Southerly corner of Lot 34 of "East Canby Gardens", said point being North 26°08'30" East a distance of 639.92 feet from a 3/4 inch iron pipe at the most Southerly corner of lot 32 of said "East Canby Gardens"; thence along a 200.00 foot radius curve to the right, through a central angle of 80°06'30", an arc distance of 279.63 feet (the long chord of said curve bears South 23°48'15" East a distance of 257.40 feet) to a point of tangency; thence South 16°15'00" East a distance of 296.23 feet to a point of curve; thence along a 200.00 foot radius curve to the left, through a central angle of 80°04'50", an arc distance of 279.53 feet (the long chord of said curve bears South 23°47'25" East a distance of 257.33 feet to a point that is 37.00 feet North of, when measured at right angles, the Southwesterly line of Lot 27 of said "East Canby Gardens"; thence South 63°49'50" East, parallel with and 37.00 feet North of, when measured at right angles, said Southwesterly line, a distance of 621.85 feet to point of curve; thence along a 196.00 foot radius curve to the right, through a central angle of 35°47'03", an arc distance of 122.41 feet (the long chord of said curve bears South 45°56'20" East a distance of 120.43 feet) to a point on the Southwesterly line of said Document No. 2018-051253 tract and the terminus of said centerline. Said Easement sidelines to be extended or shortened to intersect said Document No. 2018-051253 boundary. Said Easement covers an area of **1.54** acres more or less.



Chris Fischborn





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CITY OF CANBY
 PROUDEST MONKEY EASEMENT
 WALNUT STREET EXTENSION
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS

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



02529431202101104230030035

\$103.00

12/22/2021 11:14:42 AM

D-E Cnt=1 Stn=2 COUNTER3
\$15.00 \$16.00 \$62.00 \$10.00

AFTER RECORDING, RETURN TO:

C/O CURT MCLEOD
The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

SEND TAX STATEMENT TO:

The City of Canby
222 NE 2nd Avenue
Canby, OR 97013

PERMANENT EASEMENT FOR ROAD AND RIGHT OF WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Par 3 Investments LLC, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Canby, a Municipal Corporation, hereinafter called the grantee, does hereby grant bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, a permanent easement for the purposes of road and utility improvements, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

A portion of that tract of land conveyed to Par 3 Investments LLC on July 25, 2005 and recorded as Fee Number 2005-071563, Clackamas County Deed Records, in Section 34 of Township 3 South, Range 4 East, W.M., Clackamas County, Oregon, said easement being a 37 foot wide strip of land parallel and abutting the south westerly boundary of said Par 3 Investments LLC tract, said easement containing 16,854 square feet more or less, as shown on the attached Exhibit A.

The true and actual consideration for this perpetual easement is Fifty Three Thousand Dollars (\$53,000.00), to be paid prior to recording, in conjunction with conditions of approval contained in a Memorandum of Understanding recorded as Fee Number 2021-110257 Clackamas County Deed records.

In construing this easement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

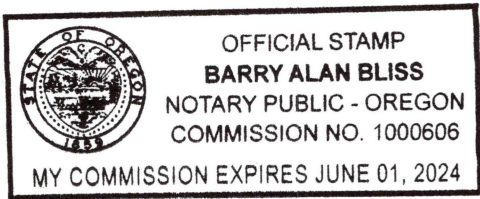
In Witness Whereof, the grantor has executed this instrument this 11 day of October, 2021;

PAR THREE INVESTMENTS LLC, Limited Liability Company:

By: Steve Skinner
Steve Skinner, Manager, Par 3 Investments LLC

STATE OF OREGON)
) ss.
County of CLACKAMAS)

This instrument was acknowledged before me this 11 day of October 2021, by Steve Skinner, Manager, Par 3 Investments LLC, and said person acknowledged said person is authorized to execute the attached instrument on behalf of Par 3 Investments LLC and acknowledged it to be the free and voluntary act of said limited liability company for the uses and purposes noted in the instrument.



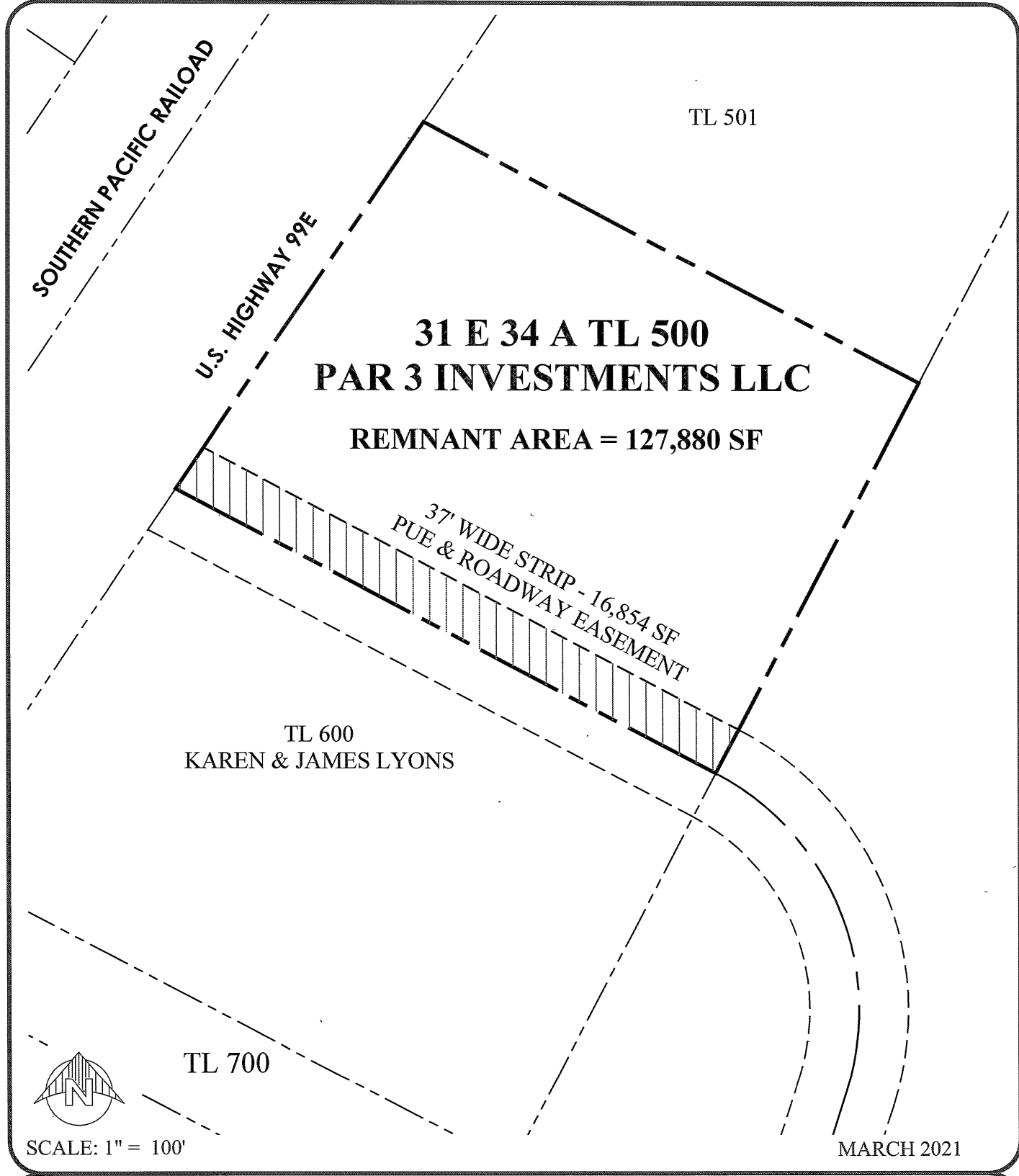
[Signature]
Notary Public for Oregon

My Commission Expires: June 1, 2024

Accepted by the City of Canby:

[Signature] 12/17/21 Scott Archer, City Administrator

EXHIBIT A



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CITY OF CANBY
 PAR 3 INVESTMENTS LLC EASEMENT
 WALNUT STREET EXTENSION
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.
 CONSULTING ENGINEERS
 6655 S.W. HAMPTON ST., SUITE 210
 PORTLAND, OREGON 97223
 PHONE (503) 684-3478