

AGENDA

CANBY URBAN RENEWAL AGENCY SPECIAL MEETING

June 19, 2019

6:00 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

Chair Tim Dale

***Vice-Chair Brian Hodson
Commissioner Tracie Heidt
Commissioner Traci Hensley***

***Commissioner Greg Parker
Commissioner Sarah Spoon
Commissioner Shawn Varwig***

1. CALL TO ORDER

2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

3. CONSENT AGENDA

- A. Minutes from the May 1, 2019 URA Meeting

4. PUBLIC HEARING

- A. 2019-2020 FY Budget as Approved by Budget Committee Pg. 1

5. RESOLUTIONS & ORDINANCES

- A. URR 19-003, Approving a Minor Amendment of the Canby Urban Renewal Plan by Adding Approximately 3.71 Acres of Land to the Plan Area Boundary, and Amending Section 600.C(3) of the Canby Urban Renewal Plan to Add Properties to be Acquired by the Urban Renewal Agency Pg. 2
- B. URR 19-005, Resolution Adopting the Urban Renewal District Budget for the 2019-2020 FY Pg. 13
- C. URR 19-006, Approving a Purchase and Sale Agreement Between Par 3 Investments, LLC and the Canby Urban Renewal Agency, and Authorizing the Agency Director to Sign all Documents Necessary to Complete the Purchase Pg. 15

6. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Joshua Davis at 503.266.0638. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. Urban Renewal Agency Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.



Canby Urban Renewal Agency

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

DATE: JUNE 19, 2019

TO: CANBY CITY COUNCIL

FROM: RICK ROBINSON, CITY ADMINISTRATOR

RE: RESOLUTION NO. URR 19-003 A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY APPROVING A MINOR AMENDMENT OF THE CANBY URBAN RENEWAL PLAN BY ADDING APPROXIMATELY 3.71 ACRES OF LAND TO THE PLAN AREA BOUNDARY, AND AMENDING SECTION 600.C(3) OF THE CANBY URBAN RENEWAL PLAN TO ADD PROPERTIES TO BE ACQUIRED BY THE URBAN RENEWAL AGENCY.

Issue: The City has for years recognized the need to construct a new street connecting OR 99E with the Pioneer Industrial Park. The City's Transportation System Plan includes this project, identified as the "Otto Road Extension (OR 99E to Mulino Road)". With significant development occurring in the Industrial Park, and increasing concern for the impact of industrial traffic on City Streets, the need to prioritize this project has become even more apparent. The Canby Urban Renewal Agency wishes to begin the acquisition of property for the project.

Discussion: Under existing statute, the Urban Renewal Agency has the authority to add property up to a combined total not to exceed 1% of the Urban Renewal District acreage. The District included approximately 471 acres, which means that under existing regulations, the District could expand a cumulative total of 4.71 acres. In 2008 (URR 08-002) the District expanded by .83 acres, leaving an available expansion of 3.88 acres. The proposed URD expansion is 3.71 acres. The cumulative total of 4.54 acres of property added and/or to be added to the Urban Renewal District represents an addition of less than 1% of the total plan area acreage;

Attachments: Resolution URR 19-003
Development Agreement

Recommendation: Approve Resolution URR 19-003.

Recommended Motion: "I move to adopt Resolution URR 19-003, **A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY APPROVING A MINOR AMENDMENT OF THE CANBY URBAN RENEWAL PLAN BY ADDING APPROXIMATELY 3.71 ACRES OF LAND TO THE PLAN AREA BOUNDARY, AND AMENDING SECTION 600.C(3) OF THE CANBY URBAN RENEWAL PLAN TO ADD PROPERTIES TO BE ACQUIRED BY THE URBAN RENEWAL AGENCY.**"

RESOLUTION NO. URR 19-003

A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY APPROVING A MINOR AMENDMENT OF THE CANBY URBAN RENEWAL PLAN BY ADDING APPROXIMATELY 3.71 ACRES OF LAND TO THE PLAN AREA BOUNDARY, AND AMENDING SECTION 600.C(3) OF THE CANBY URBAN RENEWAL PLAN TO ADD PROPERTIES TO BE ACQUIRED BY THE URBAN RENEWAL AGENCY.

WHEREAS, The Canby Urban Renewal Agency wishes to acquire certain properties in order to participate in the construction of a new collector street connecting the Pioneer Industrial Park to OR HWY99E; and

WHEREAS, the Canby Urban Renewal Agency finds that this acquisition is necessary to carry out the objectives of the Canby Urban Renewal Plan; and

WHEREAS, the Canby Urban Renewal Agency finds that certain property necessary to construct the collector street lies just outside the renewal area boundary; and

WHEREAS, the Canby Urban Renewal Agency finds that pursuant to URR 08-002, property totaling .83 acres has previously been added to the Urban Renewal District; and

WHEREAS, Resolution URR 19-003 proposes to add approximately 3.71 Acres to the Urban Renewal District; and

WHEREAS, the Urban Renewal District includes a total of approximately 471 acres; and

WHEREAS, the cumulative total of 4.54 acres of property added and/or to be added to the Urban Renewal District represents an addition of less than 1% of the total plan area acreage;

NOW, THEREFORE, BE IT RESOLVED BY THE CANBY URBAN RENEWAL AGENCY:

- (1) That the Canby Urban Renewal Agency hereby amends Section 600 C(3) to include the property to be acquired, and attaches the amended Section 600 C(3) as Exhibit "A" to this resolution.
- (2) That the Canby Urban Renewal Agency amends the renewal area boundary to add an area of approximately 3.71 Acres, resulting in a cumulative addition during the life of the Urban Renewal District of approximately 4.54 acres, which is less than 1% of the Urban Renewal District Area, and directs that a legal description of the renewal area boundary inclusive of the property to be acquired be attached as Exhibit "B" to this resolution.

This resolution will take effect June 19, 2019

ADOPTED this 19th day of June 2019 by the Canby Urban Renewal Agency.

Tim Dale
Chair

ATTEST:

Rick Robinson
City Recorder Pro-Tem

URR 19-003
Exhibit "A"
Revised "Properties to be Acquired"

3. Properties to be acquired

The following properties have been identified for acquisition by the Canby Urban Renewal Agency¹

Map Number	Tax Lot Number	Street Address
<i>3S-1E-34</i>	<i>1707</i>	<i>No Address</i>
<i>3S-1E-33DB</i>	<i>2500</i>	<i>301 NE 3rd Avenue</i>
<i>3S-1E33DB</i>	<i>3600</i>	<i>316 NE 2nd Avenue</i>
<i>3S-1E33DB</i>	<i>3601</i>	<i>326 NE 2nd Avenue</i>
<i>3S-1E-33DB</i>	<i>3700</i>	<i>325 NE 2nd Avenue</i>
<i>3-1E-33DB</i>	<i>3100</i>	<i>210 NE 2nd Avenue</i>
<i>3-1E-33CA</i>	<i>4600</i>	<i>194 NE 2nd Avenue</i>
<i>3-1E-33CA</i>	<i>4700</i>	<i>184 NE 2nd Avenue</i>
<i>3-1E-33CA</i>	<i>6300</i>	<i>111 NW 2nd Avenue</i>
<i>3S-1E-33CA</i>	<i>6200</i>	<i>133 NW 2nd Avenue</i>
<i>3S-1E-33CA</i>	<i>5600</i>	<i>133 NW 2nd Avenue</i>
<i>3S-1E-33CA</i>	<i>5900</i>	<i>122 N Holly Street</i>
<i>3S-1E-33CA</i>	<i>6000</i>	<i>182 N. Holly Street</i>
<i>31E34A</i>	<i>01600</i>	<i>2392 SE 1st Avenue</i>

¹ This paragraph added by URR-08-002.

URR 19-003
Exhibit "B"

CITY OF CANBY

DESCRIPTION OF URBAN RENEWAL DISTRICT BOUNDARY²

Modified May 2008
Modified June 19, 2019

Beginning at the intersection of the northern boundary of the Union Pacific Railroad right-of-way and the western right-of-way boundary of North Cedar Street in Section 33, Township 4 South, Range 1 East, Willamette Meridian; thence southwesterly approximately 2,360 feet along the northern right-of-way boundary of the Union Pacific Railroad to the western line of Donation Land Claim No. 48; thence north approximately 650 feet along the western line of Donation Land Claim No. 48 to the southern right-of-way boundary of Northwest 3rd Avenue; thence northeasterly approximately 2,050 feet along the aforementioned right-of-way boundary to the western right-of-way boundary of North Cedar Street; thence southeasterly 270 feet along the said right-of-way boundary to the projection of the southern right-of-way boundary of Northwest 2nd Avenue; thence northeasterly approximately 420 feet along the said boundary to the eastern right-of-way boundary of North Douglas Street; thence northwesterly approximately 660 feet along the aforementioned right-of-way line to the southern right-of-way boundary of Northwest 4th Avenue; thence southwesterly approximately 420 feet along the said right-of-way boundary to the western right-of-way line of North Cedar Street; thence northwesterly approximately 1,000 feet to a line parallel to and 15 feet south of the northern boundary of that tract of land conveyed

² This legal description from URR-08-002

to Robert D. Owens under instrument number 91-34264, Clackamas County deed records; thence southwesterly approximately 150 feet to the eastern boundary of that tract of land conveyed to the Canby Utility Board under instrument number 73-21808; thence southwesterly approximately 235 feet along the boundary of the said property; thence southwesterly approximately 150 feet along the boundary of the said property; thence northwesterly approximately 250 feet along the boundary of the said property; thence northeasterly along the property line approximately 360 feet to the eastern right-of-way boundary of North Cedar Street; thence southeasterly approximately 935 feet to the northern right-of-way boundary of Northwest 4th Avenue; thence northeasterly approximately 3,025 feet along the aforementioned right-of-way boundary to the projection of the eastern boundary of North Knott Street; thence southeasterly approximately 375 feet to southern right-of-way boundary of Northeast 3rd Avenue; thence northeasterly approximately 130 feet to the westernmost property corner of that tract of land conveyed to Larry R. Beck under instrument number 92-35987, Clackamas County deed records; thence southeasterly approximately 630 feet along the western boundary of that tract of land conveyed to Larry R. Beck under instrument number 92-35987, Clackamas County deed records, to the northern boundary of the Union Pacific right-of-way; thence northeasterly approximately 3,060 feet to the eastern right-of-way boundary of the Molalla Forest Road; thence south approximately 225 feet along the projection of the aforementioned right-of-way boundary to the southern right-of-way line of Pacific Highway U.S. 99E; thence northeasterly approximately 4,800 feet along the aforementioned right-of-way line and following the southern right-of-way boundary of Haines Road (Southeast 1st Avenue) to the eastern right-of-way boundary of South Walnut Street; thence approximately 2,680 feet south along said boundary to the northern boundary of that tract of land conveyed to Jean M. Rover under instrument 98-

73646, Clackamas County deed records; thence northeasterly approximately 410 feet to the northernmost point of said tract; thence south approximately 1,300 feet along the projection of the eastern right-of-way boundary of said tract to the southern right-of-way boundary of Township Road; thence westerly approximately 2,000 feet along the said right-of-way boundary to the western right-of-way boundary of the Molalla Forest Road; thence northwesterly approximately 3,800 feet along the said right-of-way boundary to the southern right-of-way boundary of Pacific Highway U.S. 99E; thence southwesterly along the southern right-of-way line approximately 770 feet to the centerline of South Pine Street right-of-way; thence southerly along said centerline approximately 615 feet to a point of centerline curvature left; thence continuing along the projected centerline alignment, said projection being along the eastern boundary of Parcel 2 of Partition Plat 1994-106, a distance of approximately 265 feet to the southeast corner of said parcel 2; Thence southwesterly along the southern boundary of said parcel 2 a distance of approximately 56.8 feet to the southwest corner of said parcel 2; Thence northwesterly along the western boundary of said Parcel 2, a distance of approximately 550 feet to the northwest corner of said Parcel 2; thence northeasterly along the northern boundary of said Parcel 2, a distance of approximately 265.6 feet to the northeast corner of said Parcel 2, said point being on the western boundary of South Pine Street; thence northwesterly along the western boundary of South Pine Street right-of-way a distance of approximately 280 feet to the southern boundary of Pacific Highway U.S. 99E; thence southwesterly along the southern right-of-way line approximately 275 feet along the aforementioned right-of-way line to the westernmost corner of that tract of land conveyed to George Ray Hellhake under instrument number 93-22323, Clackamas County deed records; thence southeasterly approximately 150 feet along the western boundary of said property to the southern right-of-way boundary of that tract

of land conveyed to the City of Canby under instrument number 69-10296-7; thence southwesterly approximately 700 feet along that property line to the westernmost corner of that tract of land conveyed to Albert A. & Maxine C. Seida under instrument number 73-27889, Clackamas County deed records; thence southeasterly approximately 150 feet along the western boundary of said property to the southern right-of-way boundary of Southeast 2nd Avenue; thence southwesterly approximately 1,170 feet along the aforementioned right-of-way boundary to the westernmost corner of that tract of land conveyed to Carl O. Shipley under instrument number 90-55-042, Clackamas County deed records; thence southeasterly approximately 265 feet along the western boundary of said property to the northernmost corner of that tract of land conveyed to James M. & Clarice M. Murphy under instrument number 92-51952, Clackamas County deed records; thence southwesterly approximately 400 feet along the northern boundary of the aforementioned property to the westernmost corner of that tract of land conveyed to Douglas B. Harbord under instrument number 90-01561, Clackamas County deed records; thence southeasterly approximately 140 feet along the western boundary of said property to the southern right-of-way boundary of Southeast 3rd Avenue; thence southwesterly approximately 175 feet along the aforementioned right-of-way line to the western right-of-way boundary of South Ivy Street; thence northwesterly approximately 35 feet along the aforementioned right-of-way boundary to the northern right-of-way boundary of Southwest 3rd Avenue; thence southwesterly approximately 100 feet along said right-of-way boundary to the easternmost corner of that tract of land conveyed to the Zoar Evangelical Lutheran Church of Canby under instrument number 365-522, Clackamas County deed records; thence northwesterly approximately 95 feet along the eastern boundary of said property; thence southwesterly approximately 490 feet along the northern boundary line of the aforementioned property; thence

southeasterly approximately 130 feet along the western boundary of that tract of land conveyed to Vena P. Berg under instrument number 357-305, Clackamas County deed records, to the southern right-of-way boundary of Southwest 3rd Avenue; thence southwesterly approximately 100 feet along the aforementioned right-of-way boundary to the projection of the eastern right-of-way boundary of South Grant Street; thence northwesterly approximately 225 feet along said right-of-way line to the southern right-of-way boundary of Southwest 2nd Avenue; thence southwesterly approximately 750 feet along the aforementioned right-of-way boundary to the eastern right-of-way boundary of South Elm Street; thence southeasterly approximately 470 feet along said right-of-way boundary to the southern right-of-way boundary of Southwest 4th Avenue; thence southwesterly approximately 1,600 feet along the aforementioned right-of-way boundary to the western right-of-way boundary of South Aspen Street; thence southerly approximately 170 feet along said right-of-way to the southern right-of-way boundary of Southwest 5th Avenue; thence westerly along said boundary and continuing along the southern right-of-way boundary of Pacific Highway U.S. 99E approximately 700 feet to the eastern right-of-way boundary of South Berg Parkway; thence southerly approximately 800 feet along the eastern right-of-way boundary of South Berg Parkway to the northern tip of that tract of land conveyed to the City of Canby under instrument number 675-570, Clackamas County deed records; thence southeasterly approximately 850 feet along the northeast boundary of said property and continuing along the northern boundary of that adjoining tract of land conveyed to Fred A. & Nancy M. Kahut under instrument number 78-26233, Clackamas County deed records; thence southerly approximately 425 feet along the eastern boundary of said property and continuing southeasterly along the eastern boundary of that adjoining tract of land conveyed to the City of Canby under instrument number 675-570, Clackamas County deed records; thence

westerly 265 feet along the southern boundary of said property to the northeast corner of that tract of land conveyed to the City of Canby under instrument number 508-343, Clackamas County deed records; thence southerly approximately 580 feet along the eastern boundary of said property; thence westerly approximately 500 feet along the southern boundary; thence northwesterly approximately 235 feet northwesterly along the western boundary of said property and continuing northerly along the western right-of-way boundary of South Berg Parkway to the northern right-of-way boundary of Pacific Highway U.S. 99E; thence northeasterly approximately 1,500 feet to the extension of the western right-of-way boundary of North Cedar Street; thence northwesterly approximately 280 feet along said boundary to the point of beginning.

INCLUSIONS:

1. The Molalla Forest Road right-of-way from the northern right-of-way boundary of Pacific Highway U.S. 99E to the southern right-of-way boundary of Northeast Territorial Road.
2. The Township Road right-of-way from the projection of the centerline of the right-of-way of South Redwood Street to the western right-of-way boundary of the Molalla Forest Road.
3. That tract of land conveyed to Portland General Electric under instrument number 76-08517, Clackamas County deed records.
4. The Molalla Forest Road right-of-way from the southern boundary of the right-of-way of Township Road to the northern boundary of the right-of-way of Southeast 13th Avenue.
5. The Sequoia Parkway right-of-way from the southern boundary of the right-of-way of Township Road southerly approximately 650 feet, thence continuing as a 74 foot strip along the projection of the above referenced right-of-way, approximately 650 feet to the centerline of the Southern Pacific Railroad Molalla Branch, thence continuing the 74 foot

wide strip southerly, parallel and abutting the eastern boundary of the Molalla Forest Road, to the northern boundary of the right-of-way of Southeast 13th Avenue.

6. Approximately 3.47 Acres located at 2392 SE 1st Avenue, Tax Lot 31E34A 01600, Parcel Number 00788408, having the following legal description:

7. A tract of land situated partly in Tract 11, EAST CANBY GARDENS, in the Clackamas County and State of Oregon, and partly in Government Lot 1 of Section 34, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

Beginning at the most Easterly corner of said Tract 11, said point being the TRUE POINT OF BEGINNING; thence S 26E08'30" W, a distance of 207.02 feet, more or less along the Southeasterly boundary of said Tract 11 to a point on the South line of the Walter Fish Donation Land Claim 45; thence East 80.00 feet along the South line of the Walter Fish Donation Land Claim 45 to the Northwest corner of that tract of land conveyed to 2486 SE 1st Avenue, LLC, a Colorado LLC in Deed Record 2018-066631, Clackamas County Deed Records; thence S 26E08'30" W, a distance of 342.48 feet, more or less to a point on the South right-of-way line of SE 1st Avenue; thence West 259.10 feet, more or less along the South right-of-way line of SE 1st Avenue; thence N 26E08'30" E, a distance of 663.63 feet, more or less along the Northeasterly boundary of said Tract 11; thence S 63E51'30" E, a distance of 232.60 feet to the most Easterly corner of said Tract 11 and the true point of beginning.

The said described parcel area is 3.47 acres and the roadway area is 0.24 acres totaling 3.71 acres, more or less.

EXCLUSIONS:

Beginning at the southwest corner of that tract of land conveyed to the City of Canby under instrument number 239-313, Clackamas County deed records; thence northerly approximately 900 feet along the bearing of the western property boundary of said property to a point 80 feet measured perpendicular to and south of the northern boundary of SE 4th Avenue; thence easterly approximately 775 feet along a line parallel to and 80 feet south measured perpendicular of the northern right-of-way of Southeast 4th Avenue to a line parallel to and offset 44 feet from the western right-of-way boundary of South

Walnut Street; thence southerly approximately 1,080 feet following the aforementioned offset boundary line to the northern right-of-way boundary line of Township Road; thence westerly approximately 750 feet along said right-of-way boundary line to the point of beginning.

2. The portion that falls within the above-described boundary of that tract of land identified as Lot 6 of the Canby Market Center, a duly-recorded plat, recorded as instrument number 2000-009910, Clackamas County deed records.



Canby Urban Renewal Agency

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

M E M O R A N D U M

TO: *Honorable Chair Dale and Urban Renewal Agency*
FROM: *Julie Blums, Finance Director*
DATE: *June 19, 2019*

Issue: Oregon budget law requires adoption of an annual budget by June 30 of each year. ORS 294.453 requires the City to hold a public hearing, and ORS 294.458 requires the City to submit tax certification documents to the County Assessor by July 15th.

Recommendation: *Staff recommends the Agency adopt URR 19-005.*

Recommended Motion: **“I move to adopt URR 19-005, A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY ADOPTING THE ANNUAL BUDGET FOR THE 2019-2020 FISCAL YEAR AND IMPOSING AND CATEGORIZING TAXES.”**

Attachments:

- URR 19-005

Canby Urban Renewal District

Resolution URR 19-005

RESOLUTION ADOPTING THE BUDGET FOR THE 2019-2020 FISCAL YEAR

BE IT RESOLVED that the Board of Directors of the Canby Urban Renewal Agency hereby adopts the budget for fiscal year 2019-2020 in the total of \$9,765,399 now on file at the City of Canby, 222 NE 2nd Ave. Canby, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2019 and for the purpose shown below are hereby appropriated:

Total APPROPRIATIONS , all Funds	\$9,223,645
Total Unappropriated and Reserve Amounts, All Funds	<u>541,754</u>
TOTAL ADOPTED BUDGET	\$9,765,399

<u>URD General Fund</u>		<u>URD Debt Service Fund</u>	
Urban Renewal	\$ 3,721,359	Debt Service	\$ 1,928,878
		Transfers out	<u>3,573,408</u>
Total	<u>\$ 3,721,359</u>	Total	\$ 5,502,286

RESOLUTION IMPOSING AND CATEGORIZING THE TAX

BE IT RESOLVED that the Board of Directors of the Canby Urban Renewal Agency hereby resolves to certify to the county assessor for the Canby Urban Renewal Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article XI of the Oregon Constitution and ORS Chapter 457. These taxes are categorized under the General Government Limitation.

The above resolution statements are approved and declared adopted on this 19th day of June 2019 and are effective July 1, 2019.

Tim Dale
Chair

ATTEST:

Rick Robinson
City Recorder Pro-Tem



Canby Urban Renewal Agency

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

DATE: JUNE 19, 2019

TO: CANBY URBAN RENEWAL AGENCY

FROM: RICK ROBINSON, CITY ADMINISTRATOR

RE: RESOLUTION NO. URR 19-006 A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN PAR 3 INVESTMENTS, LLC AND THE CANBY URBAN RENEWAL AGENCY, AND AUTHORIZING THE AGENCY DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE

Issue: The City has for years recognized the need to construct a new street connecting OR 99E with the Pioneer Industrial Park. The City's Transportation System Plan includes this project, identified as the "Otto Road Extension (OR 99E to Mulino Road)". With significant development occurring in the Industrial Park, and increasing concern for the impact of industrial traffic on City Streets, the need to prioritize this project has become even more apparent. The Canby Urban Renewal Agency wishes to begin the acquisition of property for the project.

Discussion: The City has been working to identify a functional design for the addition of a new connector road between the Pioneer Industrial Park and HWY 99E. To successfully complete this project the City will need to acquire property and easements within the right-of-way of the proposed roadway. The project will require extensive engineering and design work, and discussions with property owners and initial surveys are under way to identify the most appropriate placement of the roadway. This proposed purchase would establish the south-most starting point for the new roadway.

Attachments: Resolution URR 19-006
Purchase and Sale Agreement with PAR 3 Investments

Recommendation: Approve Resolution URR 19-006.

Recommended Motion: *"I move to adopt Resolution No. URR 19-006, A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN PAR 3 INVESTMENTS, LLC AND THE CANBY URBAN RENEWAL AGENCY, AND AUTHORIZING THE AGENCY DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE."*

RESOLUTION NO. URR 19-006

A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN PAR 3 INVESTMENTS, LLC AND THE CANBY URBAN RENEWAL AGENCY, AND AUTHORIZING THE AGENCY DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE

WHEREAS, The Canby Urban Renewal Agency wishes to acquire certain properties in order to participate in the construction of a new collector street connecting the Pioneer Industrial Park to OR HWY99E; and

WHEREAS, the Canby Urban Renewal Agency finds that this acquisition is necessary to carry out the objectives of the Canby Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CANBY URBAN RENEWAL AGENCY:

- (1) That the Canby Urban Renewal Agency approves the Purchase and Sale Agreement between the Canby Urban Renewal Agency and Par 3 Investments, attached as Exhibit "A" to this resolution.
- (2) That the Canby Urban Renewal Agency authorizes the Agency Director to sign all documents necessary to complete the purchase.

This resolution will take effect upon adoption on June 19, 2019.

ADOPTED this 19th day of June 2019 by the Canby Urban Renewal Agency.

Tim Dale
Chair

ATTEST:

Rick Robinson
City Recorder Pro-Tem

PURCHASE AND SALE AGREEMENT

DATE: June 19, 2019

SELLER: Par 3 Investments, LLC
POB 27
Canby, OR 97013

BUYER: City of Canby
an incorporated Oregon municipality
by and through its Urban Renewal Agency
PO Box 930
Canby, OR 97013
ATTN: City Administrator
503-266-0745
503-266-7961 (fax)

Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located at 2392 SE 1st Avenue, Canby, Oregon, having the following legal description (the "Property"):

PARCEL I:

A tract of land located partly in Tract 11, EAST CANBY GARDENS, in the County of Clackamas and State of Oregon, and partly in Government Lot 1 of Section 34, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, and more particularly describes as follows, to wit:

Beginning at the iron pipe located at the most easterly corner of said Tract 11; thence South 26 degrees 08'30" West 504.74 feet following the Southeasterly boundary of said Tract 11 and also the Southwesterly projection thereof to an iron pipe in the North right-of-way boundary of Road No. 926; thence continuing South 26 degrees 08'30" West 22.28 feet to the center line of said road; thence West 259.10 feet following the center line of said road to a point; thence North 26 degrees 08'30" East 22.28 feet to an iron pipe in the North right-of-way boundary of said road; thence continuing North 26 degrees 08'30" East 618.90 feet to an iron pipe in Northeasterly boundary of said Tract 11 to the place of beginning.

PARCEL II:

A tract of land in Lot 1, Section 34, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, and more particularly described as follows:

Beginning at an iron pipe at the Southwest corner of Lot 10, EAST CANBY GARDENS, said iron pipe is also South 89 degrees 56' East 1714.54 feet from the Southwest corner and on the South line of the Walter Fish Donation Land Claim; from said beginning point running thence South 26 degrees 08' 30" West 298.03 feet to an iron pipe on the Northerly line of the Old Pacific Highway; thence North 89 degrees 57' East along said Northerly line 80.00 feet to an iron pipe; thence North 26 degrees 08' East 297.90 feet to an iron pipe on the South line of Lot 10 and said Walter Fish Claim line; thence North 89 degrees 56' West 80.00 feet to the place of beginning.

Note: This Legal Description was created prior to January 01, 2008.

Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$595,000 (the "Purchase Price").

1.1 Buyer agrees to pay all costs required for closing of this transaction. Costs shall include but not be limited to legal document preparation, inspections if initiated by Buyer, environmental reports if initiated by Buyer, surveys, title policies, escrow fees, recording fees, and any real estate taxes, including but not limited to any deferred taxes after closing."

1.2 Seller agrees to hold prior Seller named in PRIOR PURCHASE AGREEMENT accountable for all liens, taxes, and monies owed by prior Seller at time of prior purchase transaction

2. Other Fees. Sale Agreement #03252019a and all addenda (PRIOR PURCHASE AGREEMENT) is the Sale Agreement for subject property preceding this Purchase and Sale Agreement. PRIOR PURCHASE AGREEMENT shall be included as an exhibit to this Purchase and Sale Agreement. Buyer agrees to reimburse Seller for all documented fees required to be incurred by Seller in PRIOR PURCHASE AGREEMENT. Other Fees shall include non-reimbursable "due diligence" payments made under PRIOR PURCHASE AGREEMENT, escrow fees, transfer taxes, and other payments required to close PRIOR PURCHASE AGREEMENT. Other Fees may include up to \$1,500 in legal and/or advisory Fees incurred by Seller.

3. Taxes; Prorates. Real property taxes for the current tax year, any other year and any deferred taxes after closing, as well as other usual items shall be paid by

Buyer. At Closing, Buyer shall pay or reimburse Seller for transfer taxes, all recording and escrow fees, and all other normal Closing costs, including the Title policy set forth in Section 7. Seller agrees to hold prior Seller named in PRIOR PURCHASE AGREEMENT accountable for liens, taxes and monies owed by prior Seller at time of prior purchase transaction.

4. Payment of Purchase Price. At closing, the full amount due, including Purchase Price and Other Fees, shall be deposited in an escrow account held by Title Company.

5. Closing. Time is of the essence. Closing must take place on a mutually agreed on date on or after July 2, 2019, and no later than 48 hours after the closure of PRIOR PURCHASE AGREEMENT (the "Closing Date"), at a mutually agreed upon location. The terms *closed*, *closing* or *closing date* mean when the deed or contract is recorded and funds are available to SELLER. *First American Title, 121 SW Morrison Street, Suite 300, Portland, Oregon 97204 (Escrow Agent)* shall close this transaction and act as the escrow agent.

6. Preliminary Title Report. Within 10 days after full execution of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds will be deemed Permitted Exceptions. If Buyer notifies Seller in writing of disapproval of any exceptions, Seller will have 15 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the "Seller Assurance Period"). If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of the Seller Assurance Period, in which event the earnest money will be refunded to Buyer and, when applicable, this Agreement will be of no further binding effect.

7. Marketable Title; Deed. On the Closing Date, unless agreed otherwise herein, Seller will convey marketable title to the Property by statutory special warranty deed, free and clear of all liens of record, excepting property taxes that are not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, and the Permitted Exceptions.

8. Title Insurance. Within 15 days after closing, Seller must furnish Buyer with a First American Title Insurance Company owner's policy of title insurance in the

amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

9. Possession. Buyer will be entitled to possession in accordance with PRIOR PURCHASE AGREEMENT. Buyer shall be entitled to the receipt of rents in accordance with “AGREEMENT TO OCCUPY AFTER CLOSING” included in PRIOR PURCHASE AGREEMENT.

10. Property Included. All improvements on the Property.

11. Personal Property. N/A

12. Seller’s Representations. Seller and Seller’s Agents have disclosed all known issues. Subject to Seller’s written representations contained herein, and any statutory property disclosures given as part of this transaction **and the PRIOR PURCHASE AGREEMENT**, and subject to Seller’s disclosure of known issues, Buyer acknowledges that, Buyer has accepted and executed this Agreement on the basis of Buyer’s own examination and personal knowledge of the Property, **and complete review of any and all disclosures and representations set forth in the Prior Purchase Agreement**; that Seller and Seller’s agents have made no other representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller’s agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in its present condition “AS IS.”

13. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.

14. Attorney Fees. If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court or arbitrators, as the case may be, and, in the event of appeal, as set by the appellate courts in the State of Oregon, Clackamas County.

15. Notices. All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

16. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and

understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

17. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon.

18. No Brokers. Each Party warrants to the other Party that no broker or agent was consulted or engaged in connection with this transaction, and each Party will indemnify, defend, and hold harmless the other from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

19. Agency Approval. This agreement is subject to final approval at a regularly scheduled meeting of the Canby Urban Renewal Agency.

20. Acceptance. This Agreement will be null and void unless accepted by Seller, by Seller's execution of it, on or before _____, 2019.

21. Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

SELLER:
Par 3 Investments LLC
an Oregon limited liability company

BUYER:
CITY OF CANBY,
an incorporated Oregon municipality

Dated: _____, 2019

Rick Robinson, City Administrator
Dated: _____, 2019