

City of Canby
 Planning Department
 222 NE 2nd Avenue
 PO Box 930
 Canby, OR 97013
 (503) 266-7001

LAND USE APPLICATION

MODIFICATION

APPLICANT INFORMATION: (Check ONE box below for designated contact person regarding this application)

Applicant Name: _____ Phone: _____
 Address: _____ Email: _____
 City/State: _____ Zip: _____

Representative Name: _____ Phone: _____
 Address: _____ Email: _____
 City/State: _____ Zip: _____

Property Owner Name: _____ Phone: _____
 Signature: _____
 Address: _____ Email: _____
 City/State: _____ Zip: _____

Property Owner Name: _____ Phone: _____
 Signature: _____
 Address: _____ Email: _____
 City/State: _____ Zip: _____

NOTE: Property owners or contract purchasers are required to authorize the filing of this application and must sign above

- ① All property owners represent they have full legal capacity to and hereby do authorize the filing of this application and certify that the information and exhibits herewith submitted are true and correct.
- ② All property owners understand that they must meet all applicable Canby Municipal Code (CMC) regulations, including but not limited to CMC Chapter 16.49 Site and Design Review standards.
- ③ All property owners hereby grant consent to the City of Canby and its officers, agents, employees, and/or independent contractors to enter the property identified herein to conduct any and all inspections that are considered appropriate by the City to process this application.

PROPERTY & PROJECT INFORMATION:

 Street Address or Location of Subject Property Total Size of Property Assessor Tax Lot Numbers

 Existing Use, Structures, Other Improvements on Site Zoning Comp Plan Designation

 Describe the Proposed Development or Use of Subject Property

STAFF USE ONLY				
FILE #	DATE RECEIVED	RECEIVED BY	RECEIPT #	DATE APP COMPLETE

MODIFICATION APPLICATION – INSTRUCTIONS

All required application submittals detailed below must also be submitted in electronic format on a CD, flash drive or via email: PlanningApps@canbyoregon.gov
Required application submittals include the following:

Applicant City
Check Check

- One (1) copy of this application packet. The City may request further information at any time before deeming the application complete.
- Payment of appropriate fees – cash, check or credit card. Refer to the city’s Master Fee Schedule for current fees. Checks should be made out to the *City of Canby*.
- Please submit one (1) electronic copy of mailing addresses in either an EXCEL SPREADSHEET or WORD DOCUMENT** for all property owners and all residents within 100 feet of the subject property. **If the address of a property owner is different from the address of a site, an address for each unit on the site must also be included and addressed to “Occupant.”** A list of property owners may be obtained from a title insurance company or from the County Assessor’s office.
- One (1) copy of a written, narrative statement describing the proposed development and detailing how it conforms with the Municipal Code and to the approval criteria. Depending on your proposal, you may need to submit revised site plans, elevations, or a simple narrative. ***Ask staff for applicable Municipal Code chapters and approval criteria.*** Applicable Code Criteria for this application includes:

- Two (2) 11” x 17”** paper copies of the proposed plans, printed to scale no smaller than 1”=50’. The plans shall include the proposed modifications.

MODIFICATION APPLICATION – INFORMATION

The Modification process provides a way to make changes to a previous land use approval, including site plans, elevations, or conditions of approval. Our goal is to allow small changes to be made swiftly and easily while allowing public review of more substantial changes.

Applicants should consult with Planning Department staff in advance to determine whether Modifications are Minor, Intermediate or Major:

- **Minor Modifications** have a negligible impact on an approved site plan, land use decision, or condition of approval. Examples include changing the spacing or species of approved landscaping plants, altering lot sizes by a few square feet, or amending utility plans. Minor Modifications can be reviewed and approved by planning staff. These changes can usually be decided within a few days.
- **Intermediate Modifications** have a more substantial impact but do not completely change the application. Examples include changes in building design, residential lot configurations, or commercial driveway locations. The Planning Director will review intermediate modifications under a Type II process that gives notice to surrounding owners and residents before a decision is made.
- **Major Modifications** have substantial impacts to an approved site plan or land use decision. Examples include: changing the type of housing or business proposed for a site; greatly increasing the amount of traffic generated by an existing use; or reconfiguring an entire subdivision. Major Modifications require a new land use application and are considered in a new land use process.

Factors to be considered in the City's determination include impact on neighboring properties and public service provision.

Frequently asked questions:

What's my first step?

Once you know what you would like to change, make an appointment to talk to a city Planner. We'll help you determine what type of Modification you have and what the process will be.

What are the fees?

The fee depends on what type of Modification you have and whether a public hearing is requested. Fees for each type are listed on the City's Master fee Schedule.

How long will it take?

As noted above, it depends on what type of Modification you have and whether a public hearing is requested. Minor Modifications can sometimes be done over the counter; Major Modifications with a hearing may require several months.



City of Canby

Planning & Development Services

222 NE 2nd Ave / PO Box 930 / Canby, OR 97013

Phone: 503.266.7001

www.canbyoregon.gov

PRE-APPLICATION CONFERENCE SUMMARY

Pre-Application Conference Minutes – PRA 23-11, Chipotle Mexican Grill

June 6, 2023 (Via Zoom & In-Person)

****This document is for preliminary use only and is not a contractual document.****

PARTICIPANTS

City of Canby:

- Don Hardy, Planning Director; HardyD@canbyoregon.gov
- Emma Porricolo, Lead Planner; porricoloe@canbyoregon.gov
- Laney Fouse Lawrence, Planning Technician, fousel@canbyoregon.gov
- Spencer Polack, Public Works Lead; PolackS@canbyoregon.gov
- Jamie Stickel, Economic Development Director; StickelJ@canbyoregon.gov

Applicant Team

- Grant Hunter, Schmidt Architects, grant@schmidtarchitectspc.com
- Mike Jenkins, MAJ Development, Mike@majdevelopment.com
- Darryl Horowitz
- Mike Odren, Project Planner, Mackay Spostite, modren@mackaysposite.com
- Peter Tuck
- Daniel Stumpf, Lancaster Mobley, Transportation Consultant; Daniel@lancastermobley.com
- Frank Schmidt, Schmidt Architect, frank@majdevelopment.com
- Mike Jacobs, Project Developer
- Brandi Ho, Project Manager, MAJ Development, brandi@majdevelopment.com

Agency and Utility Commenters

- Tony Rikli, Regional Access Management Engineer, ODOT
- Marah Danielson; Marah.B.Danielson@odotoregon.gov [Not present at the Pre-application meeting, but will be the primary contact for the project per Tony]
- Melissa Gonzalez-Gabriel, Planner; MelissaGonzalezGabriel2@odot.oregon.gov

SUMMARY

Below is a summary of the discussions at the meeting. Text italicized in [brackets] are comments from staff that were not noted in the meeting.

A. Project Overview

- The applicant proposes remodeling the existing Dairy Queen into a future Chipotle with a mobile order pick-up lane. Grant explained that it was not a typical drive-thru because customers would be ordering

and paying online then just showing up at the drive-thru to pick up their food and go on their way. He said they would like to adjust the building slightly to make it look like more of a Chipotle, adjusting some of that front parking for ADA upgrades, adding a patio, and maximizing as much parking as possible. We propose a new trash enclosure in the southwest corner next to the existing landscape area. The shared access with U.S. Bank will remain.

- Emma asked if the building footprint would remain the same. Grant said effectively yes, they are adding any square footage to it. There is a bump out on the north side that we would be removing. It would reduce the amount of footprint. They are redeveloping the front parking area, which is currently angled.

B. Utility Provider and Agency Comments

- **Canby Water, Brian Hutchins** (*provided to staff before the meeting*)
 - *[If Fire requires an FDC, you will need a Double Check Detector Assembly (DCDA). Otherwise, no other comments.]*
- **Public Works**
 - The applicant will need to coordinate with Daryll from wastewater about the current grease receptor and requirements for a new grease receptor (if applicable). The applicant noted grease receptor is an internal one and expects it to be a new Series 200.
- **ODOT**
 - Tony said that at this point, the accesses do not meet our standards, but since you're not changing the land use or increasing the building size, then it is okay. For trips, there's very little that he can argue for from it, but he has some caution with how close the accesses are there.
 - The two accesses will require an upgrade permit. It's much less a review than a traditional new application for access and has been focused on ADA standards. The permits will be through ODOT District 2B office. He said he planned to connect the applicant team to a permit specialist. Application Form for Upgrade to an Existing State Highway Approach can be found here - <https://www.oregon.gov/odot/Forms/2ODOT/7345114.pdf>.
 - Tony asked for clarification on existing and proposed ingress/egress at the west access. It's narrower than the other access, and it's unclear if it's intended to be an entrance only. He asked for clarification on what is existing and proposed.
 - Applicant team noted that currently they have the one arrow existing going in on that left entrance. They do not know the history of it if it was allowed to be ingress/egress.
 - Tony suggested considering entrance only noted with signage to limit possible conflicts. Don noted that the City would support Tony's suggestion for one-way access.
 - Melissa did not have any additions to Tony's comments. She said she might discuss more with Moira, the main lead on this project, and they will share any comments they discuss.
 - 99E Improvements
 - The applicant asked, how do the 99E improvements factor into this project? Tony did not have much information on the project readily available.
 - Mike J asked if any right-of-way dedication would be required. Spencer noted that the only street frontage for the site is on 99E, so the City defers to ODOT on right-of-way dedication.
 - Mike J asked for the plans for the proposed improvements.
 - Tony agreed to look further into the project to provide the project team with information on the proposed improvements. The City does not have the plans currently.

- Later in the meeting, Tony noted he received some additional information on the project. The plan is to grind inlay on an outer layer on the travel lane just closest to the development and redo curb ramps on 1st and Elm. The improvements will need to be ADA-compliant. ODOT will need to see the plans for the project.

C. Traffic Study

- Emma said the applicant is required to complete a traffic study. Additional information about assumed traffic requirements and response to the preliminary questions was provided to the applicant (see Attachments). Emma noted that staff anticipates that a queueing and stacking analysis will be required.
- The applicant asked if a “full traffic study” (i.e., a traffic impact analysis (TIA)) would be required. Staff noted that we do not know right now; evaluation by the City’s transportation consultant via the scoping exercise is required to know the study’s required scope. Don said staff anticipates the project will fall under a Traffic Analysis Letter (TAL), the step below a TIA.
- Mike J. asked if the intensity of the site is based on traffic since the use is reducing itself. Are you still considering this as a change of use from a lifetime user to a lifetime user? What if this was changing from Dairy Queen to a Burger King?
 - Don said that per the code, a change of use requires a traffic study. He understands that use is already there, but staff wants to make sure it’s reflective in terms of the ITE or the specifics of another Chipotle to show traffic generation from the site. And there are a few other elements that City traffic review includes for every project. There are some nonconforming elements of the site. Staff is not necessarily seeing any major issues, but it does need to be vetted because it is a change of use per the code.
- The City of Canby leads this but will coordinate with ODOT because the site is accessing their facility. The traffic review will go to ODOT, and the City will also send our applications to Clackamas County; although they don’t really have a role here, we get concurrence from them in this process.
- Emma noted that the driveways currently don't meet the access spacing standards for Hwy 99E, but that doesn't seem to be an issue. The west access is slightly below city standards for a parking lot of this size. It's intended to be a minimum of 20 ft wide, but this one is 18 ft wide. So, I think that's something that we may consider and possibly restrict this to one-way access.
- Mike J. asked timeline for the traffic study process.
 - Don noted it depends on the approach (using DKS for the entire process or the applicant hiring their own consultant). The scope of work process is generally a couple of weeks. Their timeline is largely on the consultant who completes the study. [*When hiring an outside consultant, it generally takes DKS a couple of weeks to review and provide comments on the completed traffic study.*]

D. Land Use Regulations

- Emma reviewed the following land use regulations for the proposed development.
 - A list of the applicable code chapters will be sent to the applicant (see Attachment).
 - The site is in the C-2 zone. A drive-thru restaurant is a permitted use in the zone.
 - The building is nonconforming to the existing setbacks. Since the setbacks aren’t changing, that is okay.
 - In the Downtown Canby Overlay (DCO) and the Outer Highway Commercial Subarea (OHC). The overlay has a series of design standards for the overlay that will apply since the exterior of the building is being entirely renovated. With a quick look, it appears that many design elements are met. Some standards don’t appear to be met.

- 50% glazing is required façade facing 99E (see CMC 16.41.070.A.2.1.b.). The applicant isn't sure if they meet that standard with their current plans.
- Parapet height may need to be increased to meet the standard. Parapets must be a minimum of 24 inches.
- Staff suggested the applicant look at the architectural bay standard (see CMC 16.41.070.B.2.1). More vertical visual separation may be needed to meet the standard's intent.
- There are 20 parking spaces required and 23 spaces proposed. The parking lot plan does not comply with landscape island spacing – one island per 8 spaces. The applicant asked if bringing the parking lot into compliance is necessary since it is just a reconfiguration of the existing parking lot. Emma said staff could consider it and that we should continue the discussion.
- The north parking lot drive aisle is below the required width. Twenty-four feet width is required, but 14 feet is proposed. Staff may require this section of the parking lot to be one-way since it is below the standard.
- Landscaping
 - 15% landscaping of the site and 15% parking lot landscaping (w/in 10 feet of parking areas) are required. The applicant thinks they can meet the requirement with the landscaped area in the back. Staff encouraged the applicant to note the existing trees to remain to balance out the landscaping requirement that cannot be met, showing that the standard's intent is met. Staff understands that parking is important.
 - Some of the landscaping on the site may be no longer living (e.g., dead grass). Some areas may need to be updated to living landscaping to meet the City's standards. Please closely review the landscaping standards in Ch. 16.49.
- A pedestrian access to 99E is needed. Currently, there's no pedestrian pathway from 99E. Staff would accept prioritizing pedestrian access to 99E over landscaping for that area. The applicant asked if there is a sidewalk on 99E. Staff noted there is.
- Clackamas County will review all ADA requirements during the building permit review process.
- For bike parking, plans show two spaces, three spaces are needed to meet the standard.
- Applicable Development Code chapters:
 - 16.08 – General Provisions
 - 16.10 – Off-Street Parking and Loading
 - 16.28 – C-2 Hwy Commercial
 - 16.41 – DCO (Outer Highway Commercial, OHC Subarea standards apply)
 - 16.43 – Outdoor Lighting
 - 16.49 – Site and Design Review
 - 16.89 – Application and Review Procedures

E. Land Use Process

- Preliminary Land Use Application
 - The required application is not clear yet based on the information provided for the pre-application.
 - The Design Review (Type III) threshold is required if the project costs more than 60% of the property value. Staff typically uses tax assessor data to determine the current property value. That is the metric that will determine the application type. Type III is a Planning Commission-level decision. Type III applications typically take approx. 4 to 5 months from completeness.
 - Otherwise, a [Type II Modification](#) applicant is required. Type II is a staff-level decision but does require notice to neighbors. Type II applications can take approx. Three months from

- completeness. The app requires notice to neighbors within 100 ft of the property. The Pre-decision public comment period is two weeks. There is a 10-day appeal period from the decision.
- Applicant noted they expect to buy the property above assessed value; could appraised value be used? Don said that the staff would accept the appraised value for the property value.
 - Materials needed for the application (regardless of application type):
 - Title Report to determine a legal lot of record.
 - Stormwater Report is required. For specific questions on stormwater requirements, talk to Daryll. Staff could not find any record of previous stormwater report for the site.
 - Need a lighting plan that is consistent with City standards. Lighting on the site will need to comply with LZ 2 lighting standards. The lighting plan must include all lighting on the site (existing and proposed).
 - *[Shared access agreement with U.S. Bank.]*
 - Signage can be done through the DR or MOD application or separately under a separate sign application/permit. The signage may require ODOT signoff based on location.
 - After the preliminary land use application (Type II or Type III), the applicant must ask Public Works if a Preconstruction meeting is needed. *[Utility provider/agency sign-off will be required regardless of whether a Preconstruction meeting is needed.]*
 - Afterwards, a Site Plan Review (SP) is required for the building permitting process. The SP app is essentially the “planning check” of the building review process. The SP review can run concurrently with the Building Permitting process. Staff recommends submitting your SP and building permits around the same time. *[Your building permit will not be issued until the SP application is approved.]*
 - Clackamas County is the building department for the City. Please direct any building-related questions to the Clackamas County Building Department. The agency contact list has a County building staff contact (see Attachment). The City does sign off on temporary and final occupancy.
 - Applicant team asked when does the final engineering is submitted.
 - Engineering review from City will be during the Pre-construction process/pre-SP phase. The City (Public Works) handles sewer, Canby Utility handles water, and Directlink handles internet/fiber. Staff noted they would send a list of all agency contacts, so you have access (see Attachment).
 - ODOT Plan Review. The applicant team asked if the plans submitted to ODOT could be the site plan with public improvements included. Tony said he believed that would be okay, and ODOT would request the full plan set. District 2B (the reviewers) will have more of a purview on the project and requirements.
 - *[The City’s 2023-2023 Fee Schedule can be found [here](#).]*
 - Staff suggested the applicant early on get comments from Canby Fire and begin the traffic study process.

E. Attachments

- a. Agency Contact List
- b. PRA 23-11 Preliminary Traffic Considerations Memorandum
- c. Sign-in Sheet (in-person)
- d. Canby Water Comments
- e. Traffic Analysis Require Application Form
- f. OR 99E Paving ODOT Press Release
- g. City Records for 597 SW 1st Ave



Oregon

Tina Kotek, Governor

Department of Transportation

Transportation Region 1

123 NW Flanders St.

Portland, OR 97209-4012

(503) 731-8200

Fax: (503) 731-8259

6/27/23:

ODOT #13010

ODOT Response

Project Name: Chipotle Mexican Grill	Applicant: Lancaster-Mobley
Jurisdiction: City of Canby	Jurisdiction Case #: PRA 23-11
Site Address: 597 SW 1 st Ave	State Highway: OR 99E

The site of this proposed land use action is adjacent to SW 1st Ave (OR 99E). ODOT has permitting authority for this facility and an interest in ensuring that this proposed land use is compatible with its safe and efficient operation. **Please direct the applicant to the District Contact indicated below to determine permit requirements and obtain application information.**

COMMENTS/FINDINGS

The applicant is proposing to redevelop existing Dairy Queen building (approx. 2,750 SF) into a Chipotle Mexican Grill. They are proposing some upgrades to parking, updated ADA parking stalls, ADA ramp for building accessibility, new exterior customer patio for outdoor seating, and masonry trash enclosure.

The property has one existing highway access and shares a highway access with the adjacent property. The site plan shows an entrance arrow for the access on their tax lot. ODOT supports the entrance only designation for this access. The applicant will be required to obtain an ODOT State Highway Road Approach Upgrade Permit for the entrance only access. The access will need to be marked clearly so drivers understand that the access is for entrance only.

ODOT recommends that the city require the applicant to bring sidewalks up as necessary to be consistent with current city and ODOT standards. If additional right of way is needed it must be donated to ODOT through deed.

All alterations within the State highway right of way are subject to the ODOT Highway Design Manual (HDM) standards. Alterations along the State highway but outside of ODOT right-of-way may also be subject to ODOT review pending its potential impact to safe operation of the highway. If proposed alterations deviate from ODOT standards a Design Exception Request must be prepared by a licensed engineer for review by ODOT Technical Services. Preparation of a Design Exception request does not guarantee its ultimate approval. Until more detailed plans have been reviewed, ODOT cannot make a determination whether design elements will require a Design Exception.

Note: Design Exception Requests may take **4 months or longer** to process.

All ODOT permits and approvals must reach 100% plans before the District Contact will sign-off on a local jurisdiction building permit, or other necessary requirement prior to construction.

ODOT RECOMMENDED LOCAL CONDITIONS OF APPROVAL

Frontage Improvements and Right of Way

- Curb and sidewalk shall be constructed as necessary to be consistent with local, ODOT and ADA standards.
- Right of way donated to ODOT as necessary to accommodate the planned cross section shall be provided. The deed must be to the State of Oregon, Oregon Department of Transportation. The ODOT District contact will assist in coordinating the transfer. ODOT should provide verification to the local jurisdiction that this requirement has been fulfilled. The property owner must be the signatory for the deed and will be responsible for a certified environmental assessment of the site prior to transfer of property to the Department.

Note: It may take up to **6 months or longer** to transfer ownership of property to ODOT.

Access to the State Highway

- A State Highway Approach Road Upgrade Permit from ODOT for the proposed use is required. The access shall be demarcated as entrance only. Site access to the state highway is regulated by OAR 734.51. For application information go to <http://www.oregon.gov/ODOT/HWY/ACCESSMGT/Pages/Application-Forms.aspx>.

Note: It may take up to **6 months to 1 year or longer** to process a State Highway Approach Road Permit depending on the level of complexity of the project and plan review timeline.

Permits and Agreements to Work in State Right of Way

- An ODOT Miscellaneous Permit must be obtained for all work in the highway right of way. When the total value of improvements within the ODOT right of way is estimated to be \$100,000 or more, an agreement with ODOT is required to address the transfer of ownership of the improvement to ODOT. An Intergovernmental Agreement (IGA) is required for agreements involving local governments and a Cooperative Improvement Agreement (CIA) is required for private sector agreements. The agreement shall address the work standards that must be followed, maintenance responsibilities, and compliance with ORS 276.071, which includes State of Oregon prevailing wage requirements.

Note: If a CIA is required, it may take **6 months or longer** to process.

- The applicant must obtain an ODOT permit to place trees in the state right of way. Tree spacing and design must be consistent with the ODOT Highway Design Manual section 4.2.6 (http://www.oregon.gov/ODOT/Engineering/Documents_RoadwayEng/HDM_04-Cross-Sections.pdf).

If proposed tree placement deviate from ODOT standards (such as placement in a planter strip), a Design Exception Request for clear zone must be prepared by a licensed engineer for review by ODOT Technical Services. Preparation of a Design Exception request does not guarantee its ultimate approval.

Note: It may take **4 months or longer** to process a Design Exception.

- Illumination within the ODOT right of way must be in accordance with AASHTO illumination standards and the ODOT Lighting Policy and Guidelines, which states that local jurisdictions must enter into an Intergovernmental Agreement (IGA) with ODOT wherein the local jurisdiction is responsible for installation, maintenance, operation, and energy costs.

Please send a copy of the **Land Use Notice, Staff Report and/or Notice of Decision** including conditions of approval to:

ODOT Region 1 Planning
Development Review
123 NW Flanders St
Portland, OR 97209

ODOT_R1_DevRev@odot.oregon.gov

Development Review Planner: Marah Danielson	503.731.8258, marah.b.danielson@odot.oregon.gov
Traffic Contact:	
District Contact:	



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services	Escrow Officer Name: Rachael Rodgers Escrow Officer Number: (503)795-7608
Issuing Office: 200 SW Market Street, Suite 250, Portland, OR 97201	Escrow Officer Email: rrodgers@firstam.com
Issuing Office's ALTA® Registry ID: 1153372	Escrow Assistant Name: Abigail Cooley
Commitment Number: NCS-1174020-OR1	Escrow Assistant Number: (503)795-7647
Issuing Office File Number: NCS-1174020-OR1	Escrow Assistant Email: ACooley@firstam.com
Property Address: 597 Southwest 1st Avenue, Canby, OR 97013	Title Officer Name: Scott Storm
Revision Number:	Title Officer Number: (503)795-7609 Title Officer Email: sstorm@firstam.com

SCHEDULE A

1. Commitment Date: April 03, 2023 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: MAJ Development Corporation and/or Assigns
Proposed Amount of Insurance: \$1,630,000.00
The estate or interest to be insured: See Item 3 below
 - b. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
 - c. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)

Neil Gerrard and Kathleen Gerrard, as tenants by the entirety

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Authorized Signatory

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Commitment No. NCS-1174020-OR1

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The marital status of the vested owner described in Paragraph 4 of Schedule A is consistent with the marital status identified in the most current instrument vesting Title. First American Title Insurance Company does not represent that this is the current marital status of the vested owner. The current marital status of the vested owner should be provided to the Company prior to closing. Additional requirements may be imposed based upon any change in marital status since the recording of the current vesting deed.
6. If a proposed mortgage or deed of trust will secure, in whole or in part, construction advances, in order to consider providing coverage against statutory liens for services, labor, or materials arising from construction of improvements or work related to the Land, the Company will require:
 1. Project budget, including hard costs, soft costs, equity contributions, and sources and uses.
 2. An indemnity agreement on a form to be provided, and executed by indemnitor(s) approved, by the Company.
 3. Direct contract(s) with any general contractor(s), including projected schedule for completion of construction.
 4. Draft loan agreement detailing construction advance disbursement controls (or separate disbursement agreement, if applicable) and guaranty/ees.
 5. An appraisal, if lender has required one.

Upon receipt and review of the foregoing, the Company reserves the right to require additional documentation. The cost for construction lien coverage will vary depending on if we issue up front coverage or incremental coverage:

1. Full upfront coverage - the cost is \$2.50 per thousand of the loan amount in addition to the title insurance policy fee.

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2. Incremental coverage - the cost is \$1 per thousand of the loan amount in addition to the title insurance policy fee.

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Commitment No. NCS-1174020-OR1

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
5. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the Land), encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

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The exceptions to coverage 2-6 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the Company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the Land. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon

7. City liens if any of the City of Canby.

8. Easement, including terms and provisions contained therein:
Recording Information: August 06, 1980 as Fee No. [80029000](#)
In Favor of: Commercial Stock-Holders, Inc., an Oregon corporation
For: Non-Exclusive Ingress and Egress

9. Easement, including terms and provisions contained therein:
Recording Information: December 02, 1980 as Fee No. [80046347](#)
In Favor of: Canby Utility Board, Department of Water and Electric services,
The City of Canby, Clackamas County, Oregon, its successors
and assigns
For: Water and electric utility lines

Document(s) declaring modifications thereof recorded February 27, 1981 as Fee No. [81007340](#)

10. Easement, including terms and provisions contained therein:
Recording Information: February 23, 1981 as Fee No. [81006239](#)
In Favor of: Canby Utility Board, Department of Water and Electric services,
The City of Canby, Clackamas County, Oregon, its successors
and assigns
For: Water and electric utility lines

11. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded February 8, 1963 in [Volume 617, Page 0134](#) Deed Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

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The terms and provisions contained in the document entitled "Indenture of Access" recorded September 29, 1982 as Fee No. [82027052](#) of Official Records.

12. The terms and provisions contained in the document entitled "Ordinance No. 983 creating an economic improvement district" recorded April 4, 2000 as Fee No. [2000-021644](#) of Official Records.

13. Deed of Trust:
Grantor/Trustor: Neil H Gerrard and Kathleen M Gerrard, husband and wife
Trustee: First American Title
Grantee/Beneficiary: Columbia River Bank
Original Amount: \$468,750.00
Dated: June 11, 2008
Recorded: June 18, 2008
Recording No.: [2008-044516](#)

Document(s) declaring modifications thereof recorded November 1, 2018 as [2018-067082](#) of Official Records.

14. Hazardous Substances Certificate and Indemnity Agreement as disclosed by the document recorded June 18, 2008 as Fee No. [2008-044516](#) of official records.

15. A Deed of Trust to secure an original indebtedness of \$100,000.00 recorded June 18, 2008 as Instrument No. [2008-044517](#) of Official Records.

Dated: June 11, 2008
Trustor: Neil Gerrard and Kathleen Gerrard, husband and wife
Trustee: First American Title Insurance Company of Oregon
Beneficiary: Bruce E. Landon and Rochelle I. Landon, as tenants by the entirety

16. A State of Oregon Tax Lien recorded October 4, 2021 as [2021-089423](#)

Lien No.: L1224036288
Identifying No.: *** ** 1378
Debtor: Kathleen M. Gerrard
Amount: \$15,308.13, and any other amounts due therein.

17. Evidence of the authority of the officers of MAJ Development Corporation , to execute the forthcoming instrument, copies of the current Articles of Incorporation, By-Laws and certified copies of appropriate resolutions should be submitted prior to closing.

18. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

-END OF EXCEPTIONS-

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INFORMATIONAL NOTES

NOTE: This report does not include a search for Financing Statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and book.

NOTE: Taxes for the year 2022-2023, paid in full.

Tax Amount:	\$13,078.44
Code No.:	086-042
Map & Tax Lot No.	31E33CC06501
Property ID/Key No.	00793608

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Commitment No. NCS-1174020-OR1

EXHIBIT A

The Land referred to herein below is situated in the County of Clackamas, State of Oregon, and is described as follows:

PARCEL I:

A PART OF THE PHILANDER LEE D.L.C. NO. 56, IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, OF THE WILLAMETTE MERIDIAN, IN CLACKAMAS COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ON THE SOUTHERLY EDGE OF HIGHWAY 99E, SAID POINT BEING ENG. STATION P.O.C. 527 + 12.40; SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THAT TRACT SOLD ON CONTRACT AS PARCEL II, TO COMMERCIAL STOCKHOLDERS, INC. BY INSTRUMENT RECORDED SEPTEMBER 29, 1977, AS FEE NO. [77039696](#), CLACKAMAS COUNTY RECORDS; THENCE SOUTH 26° 04' EAST ALONG THE WEST LINE OF SAID TRACT; 155.30 FEET; THENCE NORTH 63° 46' 15" EAST 123.08 FEET; THENCE NORTH 26° 04' WEST 170.06 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF HIGHWAY 99E; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND A 4° CURVE LEFT HAVING A CENTRAL ANGLE OF 5° 08' 22", A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

PARCEL II:

TRACT A:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A TRACT OF LAND 12 FEET IN WIDTH IN THE PHILANDER LEE D.L.C. NO. 56, IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN CLACKAMAS COUNTY, OREGON, THE WESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL I, DESCRIBED ABOVE; THENCE SOUTH 26° 04' EAST ALONG THE EASTERLY LINE THEREOF, 170.06 FEET TO THE SOUTHEAST CORNER THEREOF AND THE TERMINUS OF SAID EASEMENT.

TRACT B:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A TRACT OF LAND 12 FEET IN WIDTH IN THE PHILANDER LEE D.L.C. NO. 56, IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST, OF THE WILLAMETTE MERIDIAN, IN CLACKAMAS COUNTY, OREGON, THE EASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL I, DESCRIBED HEREIN; THENCE SOUTH 26° 04' EAST, ALONG THE EASTERLY LINE THEREOF, 170.06 FEET TO THE SOUTHWEST CORNER THEREOF AND THE TERMINUS OF SAID EASEMENT.

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PARCEL III:

PART OF THE PHILANDER LEE D.L.C. NO. 56, IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 EAST AND SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF THAT TRACT OF LAND CONVEYED TO DALE W. MATZKE, ET UX, BY DEED RECORDED OCTOBER 14, 1968 AS FEE NO. [68021111](#), CLACKAMAS COUNTY DEED RECORDS;

THENCE NORTH 26° 04' 00" WEST ALONG THE WESTERLY LINE OF SAID MATZKE TRACT 106.58 FEET TO THE POINT OF BEGINNING, 50.00 FEET TO THE SOUTHEASTERLY AND PERPENDICULAR TO THE SOUTHEASTERLY LINE OF THE TRACT CONVEYED TO ROBERT C. LANDON, ET UX, BY DEED RECORDED AUGUST 06, 1980 AS FEE NO. [80029001](#); CLACKAMAS COUNTY RECORDS;

THENCE CONTINUING NORTH 26° 04' 00" WEST 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDON TRACT;

THENCE NORTH 63° 48' 10" EAST 123.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LANDON TRACT;

THENCE SOUTH 26° 04' 08" EAST 50.00 FEET;

THENCE SOUTH 63° 48' 10" WEST 123.00 FEET TO THE POINT OF BEGINNING.

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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SAFECO TITLE INSURANCE CO. C-32160

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That DALE W. MATZKE and ERNA A. MATZKE, husband and wife, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto COMMERCIAL STOCKHOLDERS, INC., an Oregon corporation hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Clackamas, State of Oregon, described as follows, to-wit:

PARCEL I: A part of the Philander Lee D.L.C. No. 56, in Section 33, Township 3 South, Range 1 East, of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

Beginning at an iron rod on the Southerly edge of Highway 99E, said point being Engr. Station P.O.C. 527 + 12.40; said point also being the Northwesterly corner of that tract sold on contract as Parcel II, to Commercial Stockholders, Inc. by Instrument recorded September 29, 1977, as Recorder's Fee No. 77-39696, Clackamas County Records; thence South 26°04' East along the West line of said tract, 155.30 feet; thence North 63°46'15" East 123.08 feet; thence North 26°04' West 170.06 feet to a point on the Southerly boundary of Highway 99E; thence Southwesterly along said Southerly line and a 4° curve left having a central angle of 5°08'22", a distance of 125.00 feet to the point of beginning.

PARCEL II: A perpetual non-exclusive easement for ingress and egress over a tract of land 12 feet in width in the Philander Lee D.L.C. No. 56, in Section 33, Township 3 South, Range 1 East, of the Willamette Meridian, in Clackamas County, Oregon, the Westerly line of which is described as follows:

(LEGAL DESCRIPTION CONTINUED ON REVERSE SIDE)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And the grantor hereby covenants to and with the said grantee and grantee's heirs, successors and assigns that said real property is free from encumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$60,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the consideration (indicate which) (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 1st day of August, 1980; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Dale W. Matzke
& Erna A. Matzke

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Clackamas }
August 1, 1980 } ss.

Personally appeared the above named
DALE W. MATZKE and ERNA A. MATZKE,
husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon
My commission expires 11-30-83

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: _____ (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

DALE W. & ERNA A. MATZKE
839 N. Holly St.
Canby, Oregon 97013

GRANTOR'S NAME AND ADDRESS
COMMERCIAL STOCKHOLDERS, INC.
489 S. W. First Ave.
Canby, Oregon 97013

GRANTEE'S NAME AND ADDRESS
COMMERCIAL STOCKHOLDERS, INC.
489 S. W. First Ave.
Canby, Oregon 97013

NAME, ADDRESS, ZIP
COMMERCIAL STOCKHOLDERS, INC.
489 S. W. First Ave.
Canby, Oregon 97013
NAME, ADDRESS, ZIP

CONTINUATION OF LEGAL DESCRIPTION:

Beginning at the Northeast corner of Parcel I, described above; thence South 26°04' East, along the Easterly line thereof, 170.06 feet to the Southeast corner thereof and the terminus of said easement.

SUBJECT TO a perpetual non-exclusive easement for ingress and egress over a tract of land 12 feet in width in the Philander Lee D.L.C. No. 56, in Section 33, Township 3 South, Range 1 East, of the Willamette Meridian, in Clackamas County, Oregon, the Easterly line of which is described as follows:

Beginning at the Northeast corner of Parcel I, described herein; thence South 26°04' East, along the Easterly line thereof; 170.06 feet to the Southeast corner thereof and the terminus of said easement.

SEAL DOCUMENT 80-29000 RECORDED 80 AUG 6 10 13 AM GEORGE D. POPPEN, County Clerk

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