

RESOLUTION NO. 1236

A RESOLUTION ADOPTING AN AMENDMENT TO THE PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF CANBY AND CANBY TELEPHONE ASSOCIATION.

WHEREAS, the CITY OF CANBY, hereinafter referred to as "CITY" a municipal corporation, and CANBY TELEPHONE ASSOCIATION, herein after referred to as "CTA" wish to enter into an Amendment to a certain Property Lease Agreement; and.

WHEREAS, CITY and CTA entered into a Property Lease Agreement dated November 2, 2004, recorded November 2, 2004, Recorder's Fee No. 2004-101361, Clackamas County Deed Records, whereby CITY leased to CTA and CTA leased from CITY certain real property described as Parcel 1 and Parcel 2 of Exhibit A under the terms and conditions of said Property Lease Agreement; and,

WHEREAS, CTA desires to expand Parcel 1 of said Property Lease Agreement by approximately 900 square feet in order to construct, operate, and maintain additional telecommunications equipment necessary to meet growing telecommunications service needs, including those of its subscribers in the local area, and, in consequence thereof, to also add Parcel 3 and modify certain other terms and conditions of the Property Lease Agreement; and,

WHEREAS, the Canby City Council believes it is in the best interests of the citizens of Canby to enter into such a lease, now therefore

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

1. That the attached Amendment to Property Lease Agreement and supporting documentation, by this reference incorporated herein, by and between the City of Canby and the Canby Telephone Association is hereby adopted.
2. The City Administrator is authorized to sign the Amendment to Property Lease Agreement, and carry out such other steps as may be required to complete the Amendment to Property Lease Agreement.

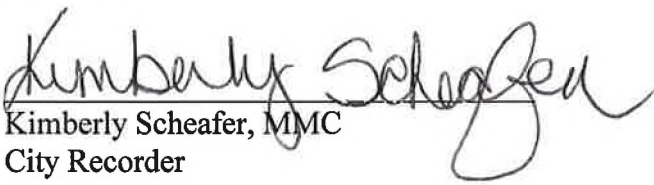
This Resolution shall take effect June 1, 2016.

ADOPTED this 1st day of June 2016, by the Canby City Council.



Brian Hodson
Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE:

Affiliated Land Services, Inc.
P.O. Box 17035
Salem, OR 97305

Clackamas County Official Records
Sherry Hall, County Clerk

2016-040416

7P
**AMENDMENT TO
PROPERTY LEASE
AGREEMENT**



\$83.00

06/20/2016 02:47:12 PM

D-LAM Cnt=1 Stn=7 BARBARA
\$35.00 \$16.00 \$22.00 \$10.00

GRANTOR(S):
The City of Canby
P.O. Box 930
Canby, OR 97013

GRANTEE(S):
Canby Telephone Association
P.O. Box 880
Canby, OR 97013

This Amendment to Property Lease Agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY" a municipal corporation, and CANBY TELEPHONE ASSOCIATION, herein after referred to as "CTA". This amendment is made and entered into between these parties on the date of the signatures hereto.

WHEREAS, CITY and CTA entered into a Property Lease Agreement dated November 2, 2004, recorded November 2, 2004, Recorder's Fee No. 2004-101361, Clackamas County Deed Records, whereby CITY leased to CTA and CTA leased from CITY certain real property described as Parcel 1 and Parcel 2 of Exhibit A under the terms and conditions of said Property Lease Agreement; and,

WHEREAS, CTA desires to expand Parcel 1 of said Property Lease Agreement by approximately 900 square feet in order to construct, operate, and maintain additional telecommunications equipment necessary to meet growing telecommunications service needs, including those of its subscribers in the local area, and, in consequence thereof, to also add Parcel 3 and modify certain other terms and conditions of the Property Lease Agreement; and,

WHEREAS, CITY agrees to lease to CTA the additional real property required for expansion of CTA's facilities, and, in consequence thereof, to modify Parcel 1, add Parcel 3 and modify certain other terms and conditions of the Property Lease Agreement;

NOW THEREFORE, the parties hereto mutually agree that said Property Lease Agreement is hereby amended as follows:

1 Paragraph 1 of the Property Lease Agreement is hereby replaced by the following:

The property that is the subject of the Property Lease Agreement is described as follows:

- a) Parcel 1 (Amended), Parcel 2 (Unchanged), and Parcel 3 (New). Each are fully described in Exhibit A, which is attached hereto and incorporated herein, and generally shown on Exhibit B (Amended), which is attached hereto and incorporated herein;
- b) Parcel 1 (Amended) consists of approximately 1,800 square feet shall be used as a communications site;
- c) Parcel 2 (Unchanged) and Parcel 3 (New) shall be used for the placement and maintenance of underground telecommunications cables, including conduits, vaults, wires, and other appurtenances thereto;
- d) The property subject to this lease agreement shall also include Tax Lot 00300, Section 27, Township 3 South, Range 1 East, W.M., Clackamas County, Oregon, more particularly described in that Statutory Warranty Deed recorded December 29, 2008, Recorder's Fee No.

2008-083809, Clackamas County Deed Records, to be used solely for the purposes of temporary construction road access described herein; and,

e) The purpose of the Property Lease Agreement, including all modifications made herein, shall be for telecommunications purposes, including the provision of telecommunications service availability to residents in the surrounding area.

2 Paragraph 3 of the Property Lease Agreement is hereby amended so that CTA will, upon execution of this Amendment to Property Lease Agreement, pay in advance to the CITY the additional fixed rent of Five Thousand Seven Hundred and Fifty (\$5,750.00) Dollars for the remainder of the fifty (50) year term specified in the Property Lease Agreement. Furthermore, in the event that this lease is renewed under the provisions of Paragraph 2 of the Property Lease Agreement, an amended further advance fixed rent total of \$11,210.00 will be paid by CTA to the CITY at the time the renewal notice is sent to the CITY.

3 Paragraph 4 of the Property Lease Agreement is hereby replaced by the following:

a CTA, at its sole cost and expense, shall construct and maintain a six (6) foot high chain link fence (no barbed wire top) around the perimeter of Parcel 1 of attached Exhibit "A", and shall, at all times during the term of the Property Lease Agreement, install and maintain aesthetic green slats in said chain link fence, sufficient to buffer views of the site from adjacent properties.

4 Paragraph 5 of the Property Lease Agreement is hereby replaced by the following:

a. CTA shall, at all times during the term of this lease, have the right of reasonable access to and from the property subject to this lease over and across adjacent lands of the City, and, with the prior permission of the CITY, CTA may temporarily use said adjacent lands of the CITY in its exercise of the rights granted herein, including, but not limited to, the right to construct temporary construction road access across said adjacent lands of the CITY. CTA shall be solely responsible to a) maintain the communications site (Parcels 1, 2 and 3 of attached Exhibit "A") in a neat and orderly manner; and, b) promptly restore the surface of all lands of CITY impacted by CTA's exercise of the rights granted herein to prior or better condition in a workmanlike manner. CITY agrees to allow other utilities to serve CTA's facilities located at the property subject to this lease agreement, and further agrees to promptly execute whatever authorizations as may be reasonably required for this purpose.

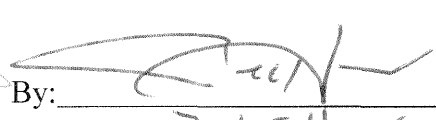
All other terms and conditions of said Property Lease Agreement dated November 2, 2004 shall remain in full force and effect until further amended by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 13th day of June, 2016.

(CITY)
CITY OF CANBY,

(CTA)
CANBY TELEPHONE ASSOCIATION,

By: 
Richard Robinson

By:  President
Paul E. Hauer

Title: City Administrator

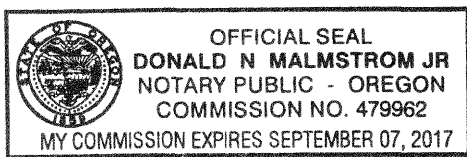
Title: President

STATE OF OREGON)
)
COUNTY OF CLACKAMAS)

ss.

BE IT REMEMBERED, That on this 13th day of June, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul R. Haven, the person who signed as President of CANBY TELEPHONE ASSOCIATION, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



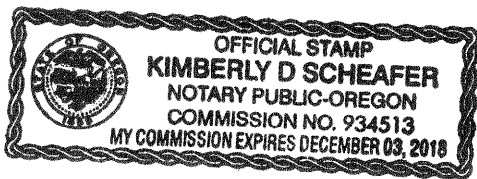
[Signature]
Notary Public in and for the State of OREGON
My Commission expires: 09-07-17

STATE OF Oregon)
)
COUNTY OF Clackamas)

ss.

BE IT REMEMBERED, That on this 13th day of June, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Robinson, the person known to me to be the City Administrator of the CITY OF CANBY, and who signed the within instrument on behalf of said CITY OF CANBY by authority of its Council, and who acknowledged said instrument to be its voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kimberly D Schaefer
Notary Public in and for the State of Oregon
My Commission expires: 12-3-18

EXHIBIT A

(Amendment to Property Lease Agreement)

PARCEL 1 (Amended):

A tract of land in the SW $\frac{1}{4}$ Section 27, T.3S., R.1E., W.M., and being more particularly described as follows:

Beginning at an iron rod at the intersection of the Northerly boundary of Territorial Road (County Road No. 1485) with the East boundary of a tract of land conveyed to the City of Canby in that Bargain and Sale Deed recorded May 5, 1976, Recorder's Fee No. 76-14257, Clackamas County Deed Records; thence North, along said East boundary, a distance of 218.35 feet to a point; thence West, at right angles to the last course, a distance of 63.12 feet to a 5/8" diameter iron rod marking the Northeast corner of a "Communications Site" described in that Survey recorded January 10, 2005, SN 2005-006 of Clackamas County Survey Records (herein after referred to as the "Davis Survey"), said point being the TRUE POINT OF BEGINNING of the tract of land described herein; thence North 77°48' 00" East a distance of 5.00 feet; thence North 12°12' 00" West, at right angles, a distance of 30.00 feet; thence South 77°48' 00" West, at right angles, a distance of 30.00 feet; thence South 12°12' 12" East, at right angles, a distance of 30.00 feet to a point on the Northerly boundary of said "Communications Site" described in the Davis Survey; thence South 77°48' 00" West, along the Northerly boundary of said Communications Site described in the Davis Survey, a distance of 5.00 feet to a 5/8" diameter iron rod marking the Northwest corner of said Communications Site described in the Davis Survey; thence South 12°12' 00" East, along the Westerly boundary of said Communications Site described in the Davis Survey, to a 5/8" diameter iron rod marking the Southwest corner of said Communications Site described in the Davis Survey; thence North 77°48' 00" East, along the Southerly boundary of said Communications Site described in the Davis Survey, a distance of 30.00 feet; thence North 12°12' 00" West, along the Easterly boundary of said Communications Site described in the Davis Survey, a distance of 30.00 feet to the true point of beginning, containing 1,800 square feet, more or less.

PARCEL 2 (Unchanged):

A strip of land ten (10) feet in width situated in the SW $\frac{1}{4}$ Section 27, T.3S., R.1E., W.M., the centerline of said strip being more particularly described as follows:

Beginning at a point on the Easterly boundary of the above described Parcel 1 that bears North 12°12' 00" West a distance of 5.00 feet from the Southeast corner of said Parcel 1; thence North 77°48' 00" East a distance of 4.49 feet to a point of curve; thence along the arc of a 40.00 radius curve to the right (whose long chord bears South 51° 06' 00" East 62.26 feet and whose central angle is 102°12' 00") an arc distance of 71.35 feet; thence South, parallel to and 5.00 feet distant Westerly of, when measured at right angles thereto, the East boundary of a tract of land conveyed to the City of Canby in that Bargain and Sale Deed recorded May 5, 1976, Recorder's Fee No. 76-14257, Clackamas County Deed Records, a distance of 117.63 feet to a point of curve; thence along the arc of a 40.00 foot radius curve to the right (whose long chord bears South 29°16' 25" West 39.12 feet and whose central angle is 58°32' 50") an arc distance of 40.87 feet; thence South 58°32' 50" West a distance of 35.53 feet to an angle point; thence South 35°00' 00" West a distance of 10.53 feet to the North boundary of Territorial Road (County Road No. 1485) and the terminus of this centerline description. The sidelines of said strip of land shall be lengthened or foreshortened so as to terminate on the Easterly boundary of the above described Parcel 1 and on the North right-of-way boundary of said Territorial Road.

PARCEL 3 (New):

A strip of land five (5) feet in width situated in the SW¼ Section 27, T.3S., R.1E., W.M., the centerline of said strip being more particularly described as follows:

Beginning at the true point of beginning of Parcel 1, above, thence North 77°48'00" East, along the Southerly boundary of said Parcel 1, a distance of 2.50 feet to the TRUE POINT OF BEGINNING of this centerline description; thence South 12°12'00" East, parallel to and 2.50 feet distant Easterly of, when measured at right angles thereto, the Easterly boundary of Parcel 1, above, a distance of 20.00 feet, more or less, to a point on the Northerly boundary of Parcel 2, above, and the termination of this centerline description. The sidelines of said strip of land shall be lengthened or foreshortened so as to terminate on a 5.00 foot long Southerly boundary leg of Parcel 1, above, and on the Northerly boundary of Parcel 2, above.

EOP

EXHIBIT B (AMENDED)
Sheet 2 of 2

Driveway to 1470 NE Territorial Rd

EOP

power line

SITE PLAN

Redwood Remote Expanded Site

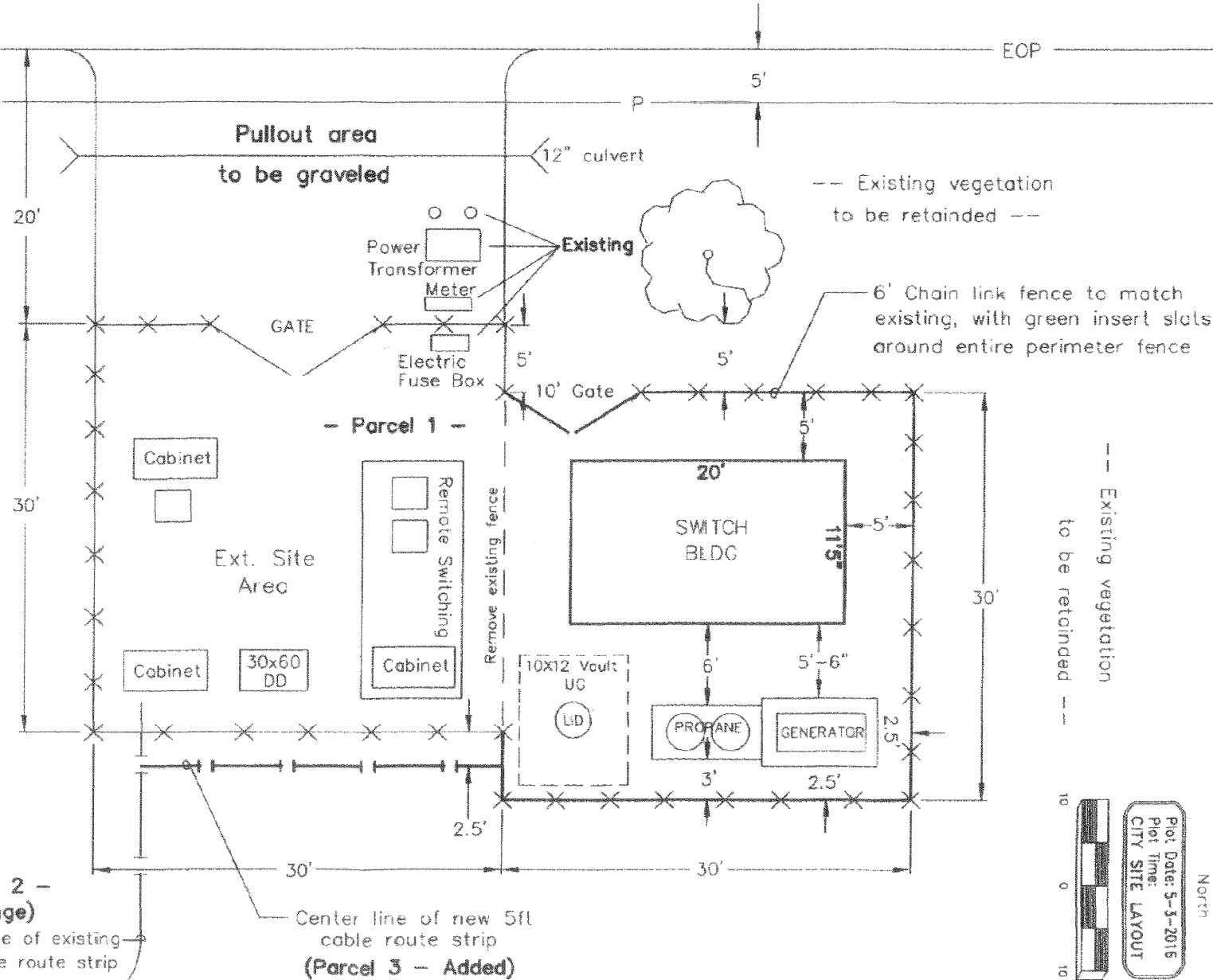
Canby Telcom

DEVELOPMENT NOTES

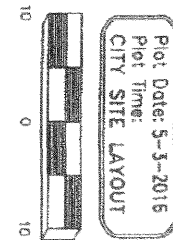
1. SECURITY FENCE MATCH EXISTING GALVANIZED CHAIN LINK FENCE WITH GREEN INSERT SLATS AROUND ENTIRE PERIMETER FENCE.
2. SWITCHING BLDG: 11'5"W x 20'L x 9'H PRE-CAST CONCRETE
3. 150 KW GENERATOR: 6'6"L x 2'10"W ON 8'6"L x 5'W PAD WITH WEATHER/SOUND HOUSING (PROPANE GAS POWER).
4. 2-120 GAL TANKS ON 4'X8' PAD.
5. GATE: 2- 5'X6' SWING GALVANIZED CHAIN LINK WITH GREEN INSERT SLATS.
6. CONTRACTOR TO PROVIDE ELECTRICAL PERMIT.
7. PLACE WEED BARRIER UNDER ALL GRAVELED AREAS.



Approved by Eric Kehler		Date Approved	
Engineered By Eng		Phone 503-266-8223	
Inspected by Ron Stenger		Date	
Exchange CNB	Township 3S	Range 1E	Section 27
Project Title Redwood Remote Addition			
Project No. 2016-0003		Sheet 2 of 2	



Existing vegetation to be retained



(Parcel 2 - Unchange)
 Center line of existing 10ft cable route strip

Center line of new 5ft cable route strip
 (Parcel 3 - Added)