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RESOLUTION NO. 2130

NOW, THEREFOR, BE IT RESOLVED by the Mayor and Members of the City Council of Albany, Oregon, that they do hereby accept the following easements on behalf of the City of Albany:

<u>Grantor</u>	<u>Purpose</u>
Glen Baker Lola I. Smith	Public Utility Easement for construction, maintenance and repair (4930 and 4972 Columbus Street)
Eugene and Shari Davis Sunrise Development (James F. Conser, Mary Kay Conser)	Easement for construction of Ramona Storm Drain, SD-79-3

DATED this 7th day of November, 1979.

Richard S. Olsen
Mayor

ATTEST:

Peggy R. Hansen
Deputy City Recorder

EASEMENT FOR PUBLIC UTILITY

THIS AGREEMENT, made and entered into this 10th day of OCTOBER, 1979, by and between LOLA I SMITH

herein called grantors, and the CITY OF ALBANY, a municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of 0.0 DOLLARS

() cash in hand paid, the receipt of which is hereby acknowledged, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at any time that it may see fit, and to construct, maintain and repair PUBLIC UTILITY lines for the purpose of conveying service over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said services and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the said services, said easement being particularly described as follows:

Across 11-3W-20 TL #1100:

Beginning at a point which is N0°20'E 2596.83' from the southwest corner of the Jordan Robinson D.L.C. #55; thence N0°20'E 90'; thence S89°42'W 957'; thence S0°20'W 90'; thence N89°42'E 927' to the point of beginning.

The easement granted over the above described property is a strip of land along the western boundary 10' wide for the purpose of maintenance and 50' wide for construction.

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors and assigns forever.

The City covenants that should it become necessary subsequent to the original construction of the said service to enter in and upon the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

The grantors do hereby covenant with the City that they are lawfully seized and possessed of the real property above described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

Lola I Smith

STATE OF OREGON)
City of Albany) ss
County of Linn)

On this 10th day of OCTOBER, 1979, personally appeared
the above named LOLA J. SMITH
and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 10th day of OCTOBER,
1979.

M. J. Carson
Notary Public for Oregon

My Commission expires: AUGUST 25, 1983

STATE OF OREGON)
County of Linn) ss
City of Albany)

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon,
pursuant to Resolution Number 2130, do hereby accept on behalf of the
City of Albany, the above easement pursuant to the terms thereof.

Dated: November 8, 1979.

CITY OF ALBANY, OREGON
Richard S. Olsen
Mayor

Recorder

EASEMENT FOR PUBLIC UTILITY

THIS AGREEMENT, made and entered into this 9th day of OCTOBER, 1978 by and between GLEN BAKER

herein called grantors, and the CITY OF ALBANY, a municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of 0.0 DOLLARS

() cash in hand paid, the receipt of which is hereby acknowledged, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at any time that it may see fit, and to construct, maintain and repair PUBLIC UTILITY lines for the purpose of conveying service over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said services and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the said services, said easement being particularly described as follows:

Across 11-3W-20 TL #1000:

Beginning at a point which is $N0^{\circ}20'E$ 2686.83' from the southwest corner of the Jordan Robinson D.L.C. #55; thence $N0^{\circ}20'E$ 92'; thence $S89^{\circ}42'W$ 957'; thence $S0^{\circ}20'W$ 92'; thence $N89^{\circ}42'E$ 927' to the point of beginning.

The easement granted over the above described property is a strip of land along the western boundary 10' wide for the purpose of maintenance and 50' wide for construction

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors and assigns forever.

The City covenants that should it become necessary subsequent to the original construction of the said service to enter in and upon the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

The grantors do hereby covenant with the City that they are lawfully seized and possessed of the real property above described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

Glen Baker

EASEMENT FOR PUBLIC UTILITY

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STATE OF OREGON)
City of Albany) ss
County of Linn)

On this 9th day of OCTOBER, 1979, personally appeared
the above named GLEN BAKER

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

Subscribed and sworn to before me this 9th day of OCTOBER,
1979.

M. J. [Signature]
Notary Public for Oregon

My Commission expires: AUGUST 25, 1983

STATE OF OREGON)
County of Linn) ss
City of Albany)

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon,
pursuant to Resolution Number 2130, do hereby accept on behalf of the
City of Albany, the above easement pursuant to the terms thereof.

Dated: November 8, 1979.

CITY OF ALBANY, OREGON
Richard S. Olsen
Mayor

Recorder

Eugene and Shari Davis, Sunrise Development, grantors, bargain, sell and convey unto the City of Albany, Oregon, hereafter designated the City, a permanent easement for the purpose of constructing and maintaining the easement for Ramona Storm Drain.

1. Across 11 3W 20 TL #1206 (Eugene and Shari Davis)

Beginning at a point which is N 0°20'E 2,596.83' and S 89°42'W 957' from the southwest corner of the Jordan Robinson D.L.C. #55; thence S 0° 20'W 165'; thence N 89° 42'E 114'; thence N 0° 20'E 165'; thence S 89° 42'W 114' to the point of beginning.

The easement granted over the above described property is a strip of land along the western boundary 10' wide for the purpose of maintenance and 30' wide for construction.

2. Across 11 3W 20 TL #1200 (Eugene and Shari Davis)

Beginning at a point which is N 0° 20'E 2401.83' from the southwest corner of the Jordan Robinson D.L.C. #55; thence S 89° 42'W 957'; thence N 0° 20'E 30'; thence N 89° 42'E 114'; thence N 0° 20'E 20'; thence N 89° 42'E 843'; thence S 0° 20' W 50' to the point of beginning.

The easement granted over the above described property is a strip of land along the most westerly boundary 10' wide for the purpose of maintenance and 30' wide for construction.

3. Across 11 3W 20 TL #1202 (Eugene and Shari Davis)

Beginning at a point which is N 0° 20'E 2291.40' and S 89° 42' W 957' from the Jordan Robinson D.L.C. #55; thence N 0° 20'E 110.43'; thence N 89° 42'E 797'; thence S 0° 20'W 110.43'; thence S 89° 42'W 797' to the point of beginning.

The City shall have the right to enter upon the property described as the easement, to excavate, to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said sewer.

The grantors covenant they are lawfully seized and possessed of the property and have the right to convey any part thereof.

As part of the construction, the City agrees to restore the property, as near as practicable, to its prior condition before construction or maintenance.

As part of the consideration the grantors hereby release all claims for damages whatsoever incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, said grantors have hereunto subscribed their signatures and seals this 23 day of October, 1979.

Eugene J. Davis (SEAL) Shari L. Davis (SEAL) Margaret Conner (SEAL) Mary Kay Conner (SEAL)

STATE OF OREGON, } ss. County of

The above grantors, personally known to me to be the identical persons subscribing their names above, personally appeared before me and acknowledged that they executed the same freely for the uses and purposes therein named on the 23rd day of October, 1979.

Witness my hand and notarial seal this date;

October 23rd 1979.

Notary Public for Oregon My Commission Expires: November 23rd 1982

STATE OF OREGON } ss. County of Linn, City of Albany.

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon pursuant to Resolution Number 2130, do hereby accept on behalf of the City of Albany the above Easement pursuant to the terms thereof.

Dated: November 8, 1979.

(CITY SEAL)

CITY OF ALBANY, OREGON By Richard S. Olsen Mayor

Recorder

700

1502

B.P.A.
Easement

800

MKT. RD. N

N 65° 30' W
15.75 CH.

45.57 CH.

S 89° 42' W
957'

900

957'

1000

1100

1200

1201

1202

1203

1204

1205

1300

1302

C.S. 3781

957' S 89° 42' W

78.15 CH.

14-2

(12.32 CH)

1300

CREEK

969.34'

25-2

(12.32 CH)

14.5 CH.

S 89° 40' E
437.25'

N 89° 40' W
437.25'

142.50'

S 7° 20' W
742.50'

EASEMENT FOR RAMONA STORM DRAIN
TL# 1200
OCTOBER 11, 1979

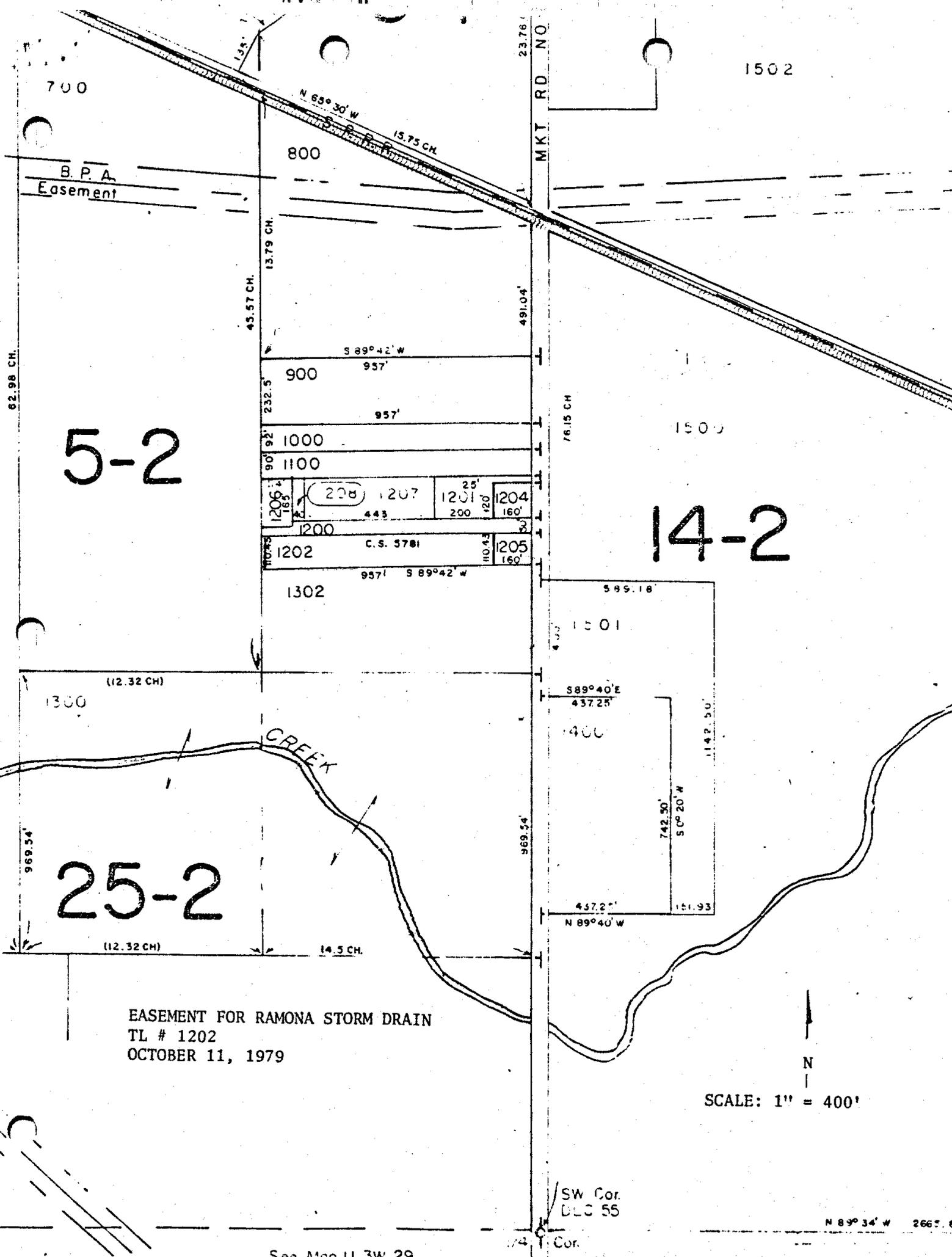
N

SCALE: 1" = 400'

SW Cor.
L.C. 55

N 8° 34' W 266'

See Map 11 3W 29



700

1502

B. P. A.
Easement

800

MKT RD NO

62.98 CH.

45.57 CH.

13.79 CH.

N 89° 30' W
15.75 CH.

S 89° 42' W

900

957'

957'

1000

1100

5-2

1500

1206 1207 1201 1204
165 443 200 120
1200

1202 C.S. 5781 1205
160

1302

957' S 89° 42' W

14-2

76.15 CH.

589.18'

1501

S 89° 40' E
437.25'

1400

742.50'
S 0° 20' W

1142.50'

437.25'
N 89° 40' W

151.93'

969.54'

(12.32 CH)

1300

CREEK

25-2

(12.32 CH)

14.5 CH.

EASEMENT FOR RAMONA STORM DRAIN
TL # 1202
OCTOBER 11, 1979

N

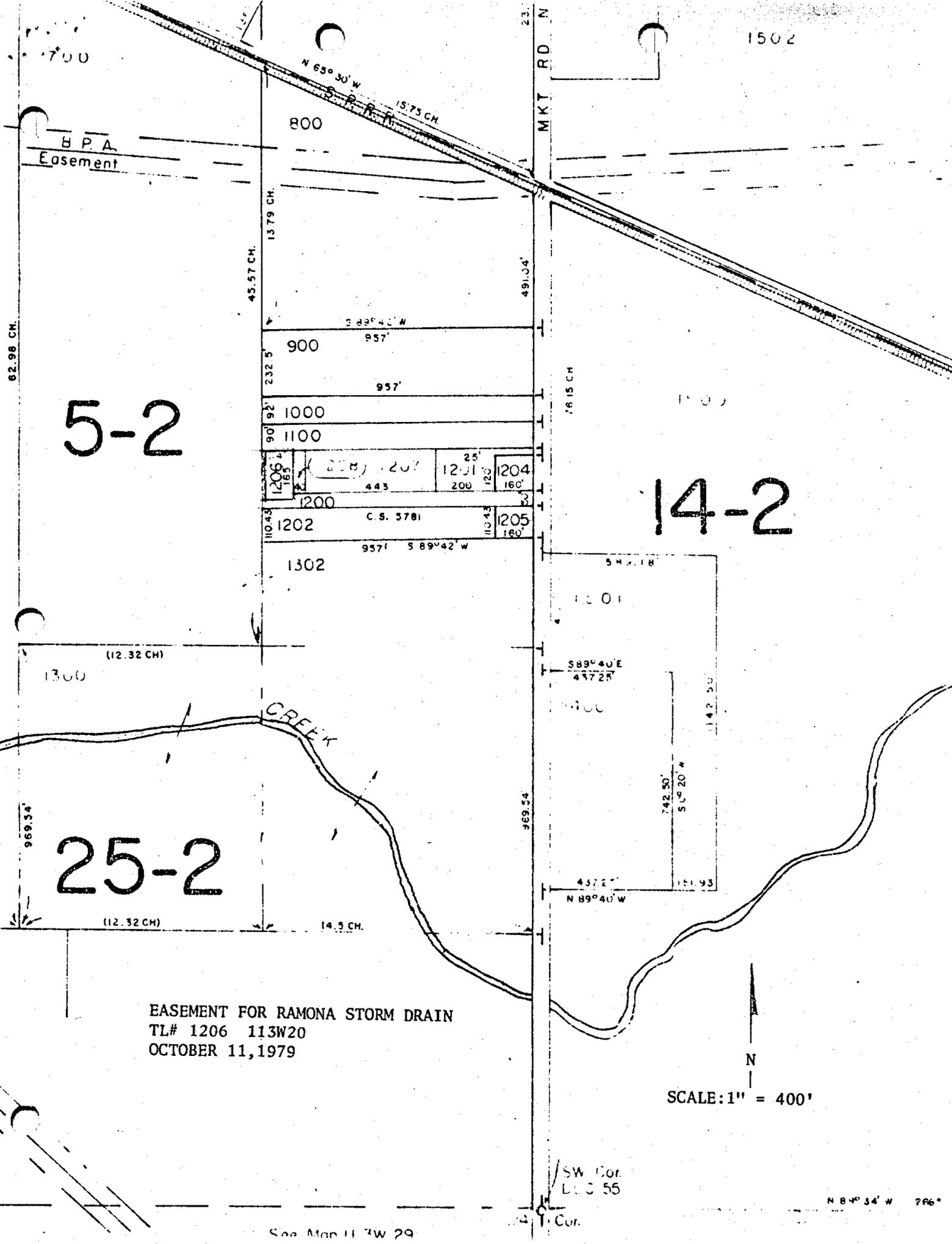
SCALE: 1" = 400'

SW Cor.
DLC 55

N 89° 34' W 2665.88

See Map II 3W 29

74 Cor.



1502

B.P.A.
Easement

MKT RD N

5-2

14-2

25-2

EASEMENT FOR RAMONA STORM DRAIN
 TL# 1206 113W20
 OCTOBER 11, 1979



SCALE: 1" = 400'

SW Cor.
 L.L.C. 55

N 84° 34' W 766'

See Map 11 3W 29

62.98 CH.

45.57 CH.

13.79 CH.

491.04'

76.15 CH.

232.5'

90' 92'

1206.1
165'

110.43'

125'

110.43'

969.54'

742.50'

1142.50'

151.93'

(12.32 CH)

(12.32 CH)

14.5 CH.

800

900

1000

1100

1200

1202

1302

1300

1400

1400

N 65° 30' W
 15.75 CH

S 83° 42' W

957'

957'

443'

200'

1204
160'

C.S. 3781

957' S 89° 42' W

S 89° 40' E
 437.25'

437.25'
 N 89° 40' W

SW Cor.

L.L.C. 55

SW Cor.