

RESOLUTION NO. 2723

BE IT RESOLVED BY THE ALBANY CITY COUNCIL that it does hereby accept the following easements:

Grantor

Marlene D. Harrison

Greater Albany Public Schools
District 8J

Purpose

an easement and right-of-way for public utilities through a portion of the old railroad right-of-way between Hill Street and Oak Street.

an easement and right-of-way for sanitary sewer and pedestrian right-of-way from Oak Street to Periwinkle Creek.

DATED this 14th day of October, 1987.



Mayor

ATTEST:



City Recorder

EASEMENT FOR STORM DRAIN

THIS AGREEMENT, made and entered into this 15 day of Sept, 1987, by and between Marlene D. Harrison, herein called grantor, and the CITY OF ALBANY, a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantor has this day bargained and sold and by these presents do bargain, sell, convey, and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter described, to maintain and repair public utilities for the purpose of conveying public utility services 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 the said public utilities and the further right to remove trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 - a. A 10-foot permanent easement described below and shown on the attached labeled EXHIBIT A.

Beginning at a 1-inch rod at the intersection of the east right-of-way line of Hill Street with the north railroad right-of-way line of the former Albany-Detroit branch of the Southern Pacific Company in the City of Albany, Section 7, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon, said point being S. 8°15' E., 819.7 feet from the southwest corner of Block No. 54 in Hackleman's Second Addition; thence N. 84°38'56" E., 709.38 feet (along the long chord bearing and distance of the railroad's north right-of-way line); thence S. 18°28' E., 39.0 feet to the true point of beginning; thence S. 18°28' E., 10.0 feet; thence a distance of 90.87 feet on the arc of a 1603.3-foot radius curve to the left (the long chord of which bears N. 73°36'48" E., 90.86 feet) to the west right-of-way line of Oak Street; thence on said right-of-way line N. 6°00' W. a distance of 10.17 feet; thence a distance of 93.07 feet on the arc of a 1593.3-foot radius curve to the right (the long chord of which bears S. 73°36'24" W., 93.06 feet) to the true point of beginning containing 0.02 acres more or less.
2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation, and/or repair purposes.
3. The true, actual, and total compensation to be paid by the City to the grantor, in exchange for the easement rights herein described and granted is:
 - a. the sum of two-hundred eighty dollars (\$280.00) for the permanent easement.

- 4. The grantor does hereby covenant with the City that she is lawfully seized and possessed of the real property above described and that she has a good and lawful right to convey it or any part thereof and that she will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
- 5. The City shall return the site to its original condition upon completion of any maintenance performed.
- 6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the grantor has hereunto fixed her hand and seal the day and year below written.

Marlene D. Harrison Lemie

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

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

The foregoing instrument was acknowledged before me this 15th day of September, 1987, by grantor(s) as his/her/their voluntary act and deed.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2723, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this day of October 16, 1987.

[Signature]
Notary Public for Oregon
My Commission Expires:

CITY OF ALBANY, OREGON

William B. Barrons
City Manager

Janice Bourne
JANICE C. BOURNE
NOTARY PUBLIC OREGON
My Commission Expires 3/31/90

[Signature]
City Recorder

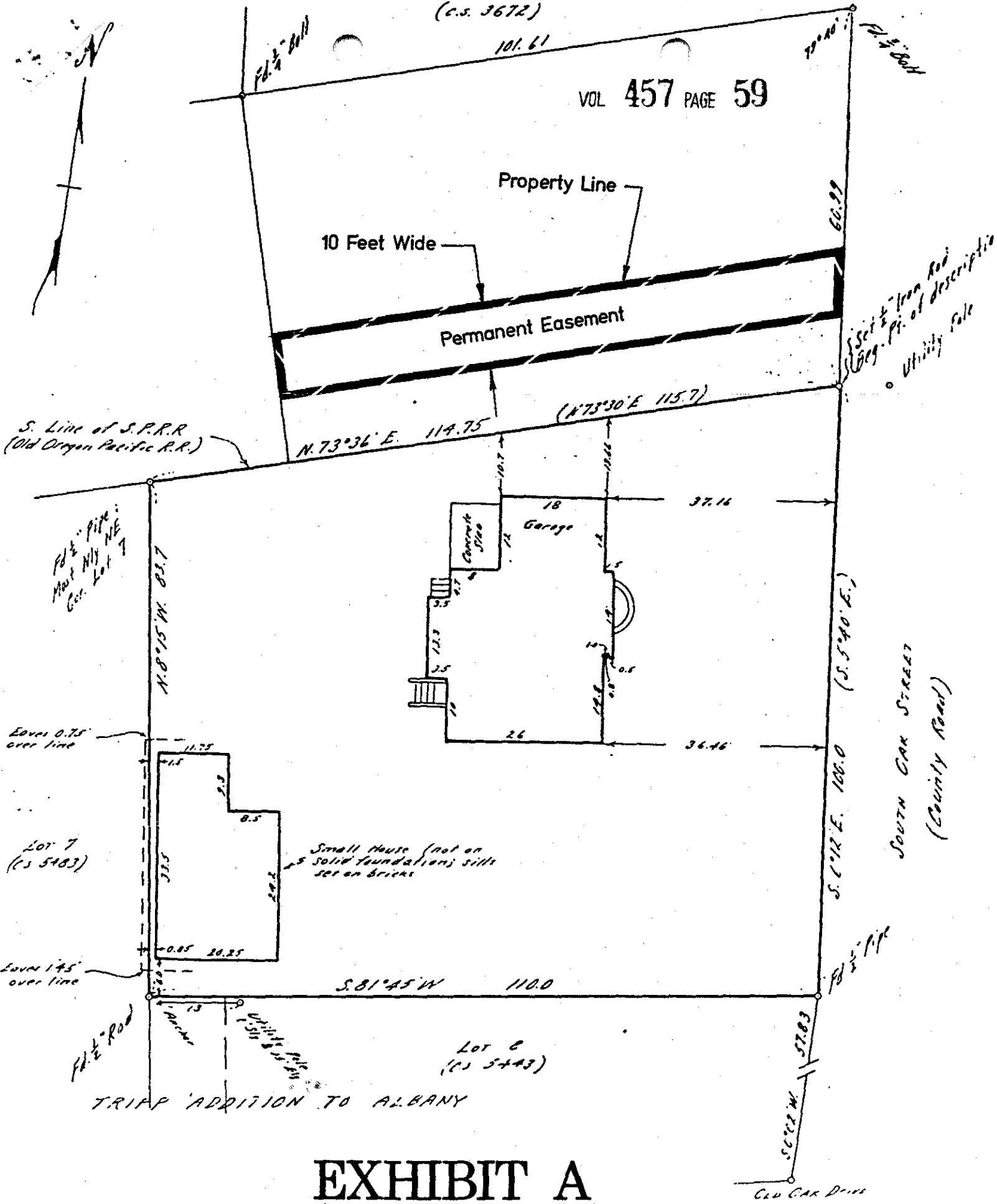


EXHIBIT A

County Survey #C.S. 6611

Scale 1"=20'

1500

At 8:30 O'clock a.m.

STEVE DRUCKENMILLER
Linn County Clerk

ENTERED NOV 03 1987

STATE OF OREGON
County of Linn

By SL Deputy

I hereby certify that the attached was
received and duly recorded by me in
Linn County records:

City of Albany
P.O. Box 490

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Albany, Or 97321

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EASEMENT FOR A STORM DRAIN AND PEDESTRIAN RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this 24th day of September, 1987, by and between Greater Albany Public School District &J, herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair a pedestrian right-of-way, and a storm sewer line for the purpose of conveying sewer 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 the said sewer and the further right to remove trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said sewer and pedestrian right-of-way.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consist of:

A 60-foot wide permanent easement described below and as shown on the attached County Survey (C.S.15337) labeled EXHIBIT A:

Beginning at the S.E. corner of Abram Hackleman D.L.C. No.62, Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon; thence N.0°27'56"W., 40.00 feet; thence S.89°50'W., 654.53 feet; thence N.25°50'W., 1379.25 feet; thence N.0°02'E., 554.79 feet; thence N.6°11'02"W., 102.53 feet to the true point of beginning; thence N.6°11'02"W. along the west right-of-way line of Oak Street, 61.00 feet; thence N.73°24'58"E. parallel to the Southern Pacific Railroad's old right-of-way line, 760.71 feet; thence S.3°26'20"E. adjacent to Periwinkle Creek, 61.61 feet; thence S.73°24'58"W, 18.11 feet; thence S.73°24'57"W. parallel to the Southern Pacific Railroad's old right-of-way line, 739.60 feet to the point of beginning containing 1.05 acres more or less.

2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
3. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:
 - a. the future right to make connection to storm drain within easement.
4. The City hereby covenants with the Grantors that the compensation agreed upon herein shall be paid to the Grantors within a period of thirty (30) days from the date of this instrument.

- 5. 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.
- 6. Upon performing any maintenance, the City shall return the site to original or better condition.
- 6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year below written.

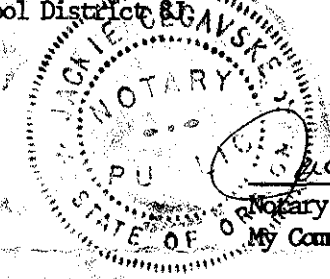
Robert H. Williams
 Dr. Robert H. Williams, Superintendent

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

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

The foregoing instrument was acknowledged before me this 24th day of Sept., 1987, by Dr. Robert H. Williams, Superintendent, of the Greater Albany Public School District.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2723 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 16th day of October, 1987.



Jackie Cegavske
 Notary Public for Oregon
 My Commission Expires: 2/17/88

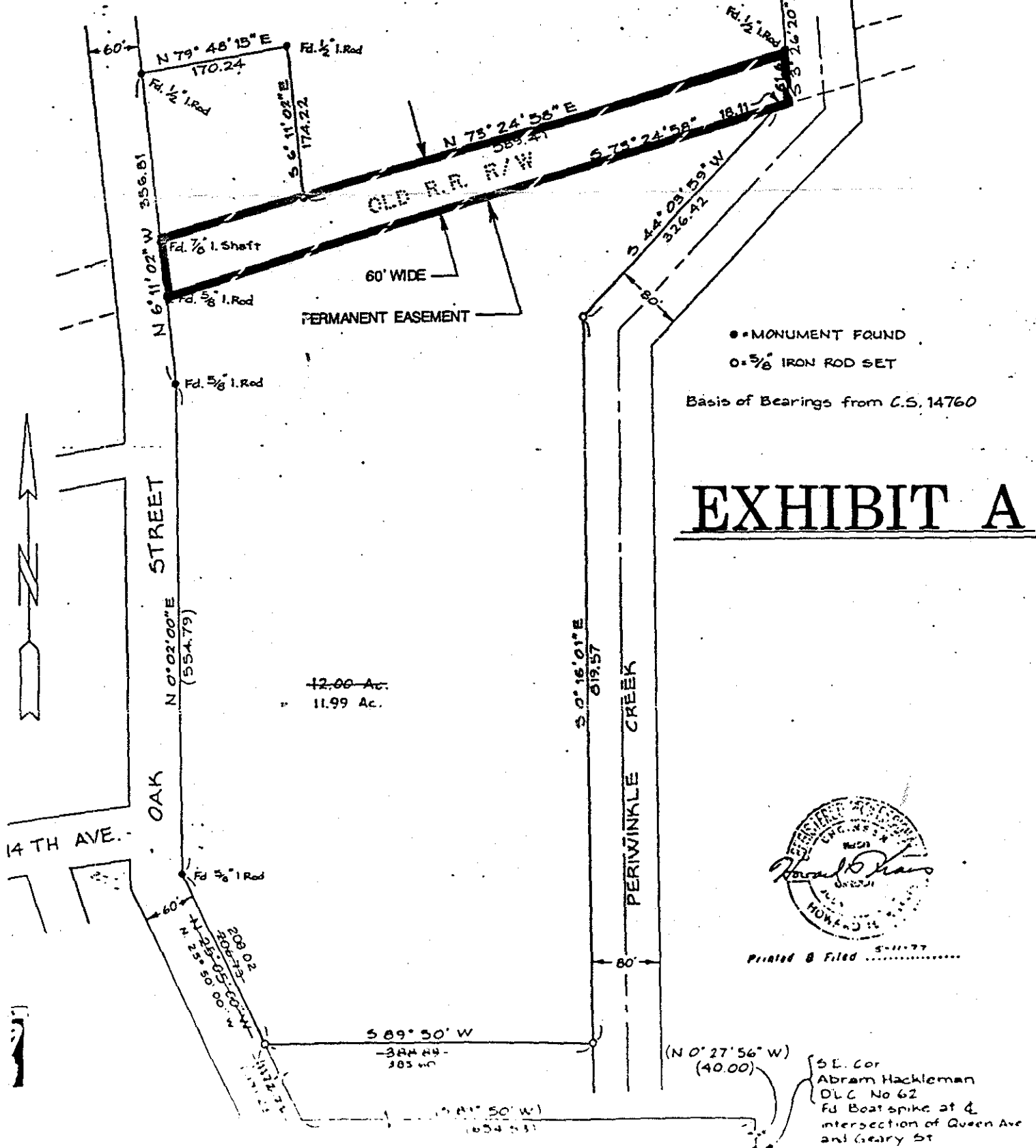
CITY OF ALBANY, OREGON
William B. Barrons
 City Manager

[Signature]
 City Recorder

3W 8BC
8CB

C.S. 15337
RECORD OF SURVEY
FOR
SCHOOL DISTRICT NO. 5
SEC. 8, T.11 S., R. 3 W., W.M., LINN CO.,
ALBANY, OREGON

28 APRIL 77
REVISED 8-24-77 PER H. KRAUS



- MONUMENT FOUND
- $5/8$ IRON ROD SET

Basis of Bearings from C.S. 14760

EXHIBIT A



Printed & Filed 5-11-77

SE. Cor
Abram Hackleman
DLC No 62
Fu Boat spike at
intersection of Queen Ave
and Geary St

1500

At 8:30 O'clock a.m.

STEVE DRUCKENMILLER
Linn County Clerk

ENTERED NOV 03 1987

STATE OF OREGON
County of Linn

By SL Deputy
City of Albany

I hereby certify that the attached was
received and duly recorded by me in
Linn County records:

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Resolution No. 2723

Recorded Documents Recorder Files No.

0567 Harrison

0568 GAPS