

RESOLUTION NO. 2710

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

Grantor

Purpose

Heritage Mall Associates

a 20-foot permanent easement together with a 30-foot temporary construction easement for installation of storm drain at the northeast corner of 14th Avenue and Geary Street, City of Albany, Linn County, Oregon.

Heritage Mall Associates

a 30-foot permanent easement for public utilities at the northwest corner of 14th Avenue and Clay Street, City of Albany, Linn County, Oregon.

Albany Properties

a 30-foot temporary construction easement across Brookshore Subdivision for storm drain, City of Albany, Linn County, Oregon.

Jack W. & Elizabeth E. Robertson

a 10-foot wide permanent easement together with a 10-foot wide temporary easement for construction of a storm drain west of Oak Street and north of 14th Avenue, City of Albany, Linn County, Oregon.

Jay & Juanita Climer

a 7.5-foot wide permanent easement for public utilities in Lot 4, Block 1, T. P. & E. L. Hackleman Addition to the City of Albany, Linn County, Oregon.

DATED this 26th day of August, 1987.



Mayor

ATTEST:



City Recorder

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of July, 1987, by and between Heritage Mall Associates, 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 public utilities for the purpose of conveying public utilities 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, undergrowth 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 twenty-foot wide permanent public utility easement, and a thirty-foot wide temporary construction easement more particularly described as follows and as shown on the attached map labeled Exhibit "A":

Twenty-Foot Wide Permanent Public Utility Easement:

Beginning at the southwest corner of that parcel described as Tract I in Linn County Microfilm Deed Records No. MF380-828, said point being in the L.C. Burkhart Donation Land Claim #50, in Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon, said point being also at the intersection of the north right-of-way of 14th Ave. with the east right-of-way of Geary St.; thence North along said east right-of-way line of Geary St., 20.00 feet; thence East parallel with said north right-of-way line of 14th Ave., 150.00 feet; thence South parallel with said east right-of-way line of Geary St., 20.00 feet; thence West along said north right-of-way line of 14th Ave., 150.00 feet to the point of beginning, containing .07 acres, more or less.

Thirty-Foot Wide Temporary Construction Easement:

Beginning at the southwest corner of that parcel described as Tract I in Linn County Microfilm Deed Records No. MF380-828, said point being in the L.C. Burkhart Donation Land Claim #50, in Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon, said point being also at the intersection of the north right-of-way of 14th Ave. with the east right-of-way of Geary St.; thence North along said east right-of-way line of Geary St., 30.00 feet; thence East parallel with said north right-of-way line of 14th Ave., 150.00 feet; thence South parallel with said east right-of-way line of Geary St., 30.00 feet; thence West along said north right-of-way line of 14th Ave., 150.00 feet to the point of beginning.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 the furnishing of storm drain service to the Grantor's property.
- 4. 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.
- 5. 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 above written.

David Thue  
\_\_\_\_\_

STATE OF CALIFORNIA )  
County of El Dorado ) ss.  
City of El Dorado Hills)

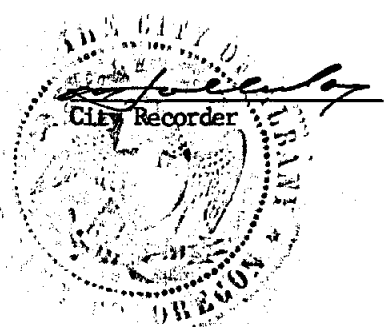
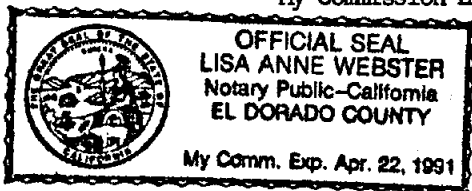
STATE OF OREGON )  
County of Linn ) ss.  
City of Albany )

The foregoing instrument was acknowledged before me this 29 day of July, 1987, by DAVID THUE, Managing General Partner, and by N/A, secretary, of Heritage Mall Associates, a California Limited Partnership, on behalf of the corporation.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2710 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 28<sup>th</sup> day of August, 1987.

Lisa Anne Webster  
Notary Public for California  
My Commission Expires: 4/22/91

CITY OF ALBANY, OREGON  
William B. Barrons  
City Manager





## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of July, 1987, by and between Heritage Mall Associates, 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 public utilities for the purpose of conveying public utilities 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 consist of:

A 30 foot wide permanent easement centered on the following described line and further shown on the attached drawing labeled EXHIBIT A.

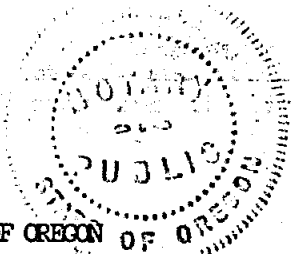
Beginning at a point in the N.E. 1/4 of Section 8, T. 11 S., R. 3 W., Willamette Meridian, City of Albany, Linn County, Oregon; said point being on the north right-of-way line of 14th Street, and is North 89°23'02" West, 63.17 feet from the intersection of said north right-of-way line and the west right-of-way of Clay Street (said intersection point being 40 feet north of the centerline of 14th Street and 35 feet west of the centerline of Clay Street, when measured at right angles); thence North 11°23'16" East, 275.00 feet to a point on the west line of said Clay Street and the termination point of said centerline.

Subject to lengthening or shortening of sidelines so as to terminate upon the proper boundaries.

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 removal of the condition in SP-43-87, requiring the granting of this easement.

- 4. 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.
- 5. 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.



Terrance J. Street

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

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

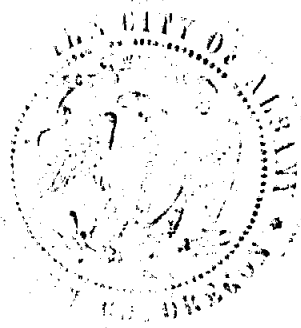
The foregoing instrument was acknowledged before me this 4th day of August, 1987, by Terry J. Street, Managing General Partner, of Heritage Mall Associates, a California Limited Partnership, on behalf of the corporation.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2710 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 28th day of August, 1987.

Ignacio Carlos Rivera  
 Notary Public for Oregon  
 My Commission Expires: 12-10-88

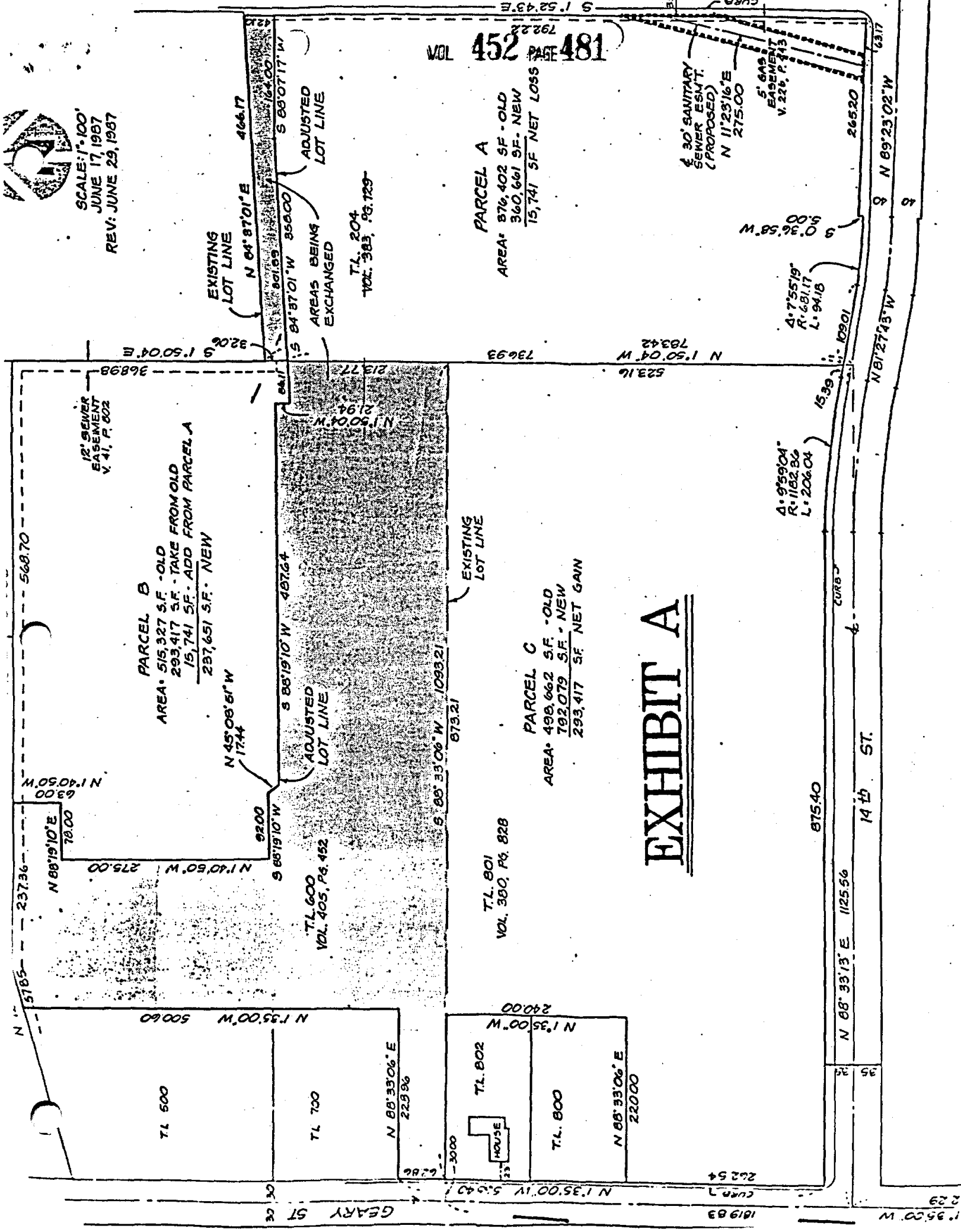
CITY OF ALBANY, OREGON  
William B. Barrons  
 City Manager

W. B. Barrons  
 City Recorder





SCALE: 1"=100'  
 JUNE 17, 1967  
 REV: JUNE 29, 1967



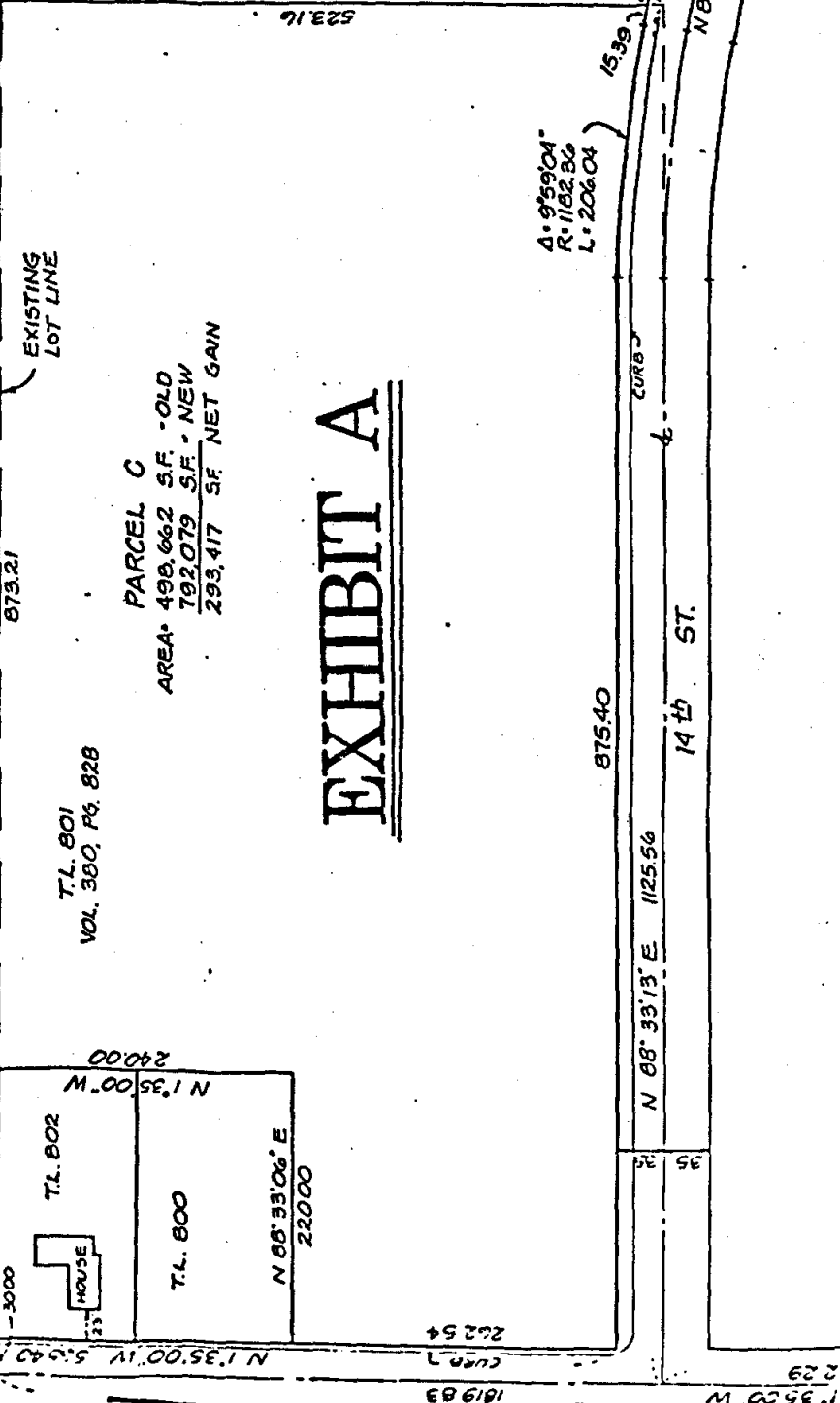
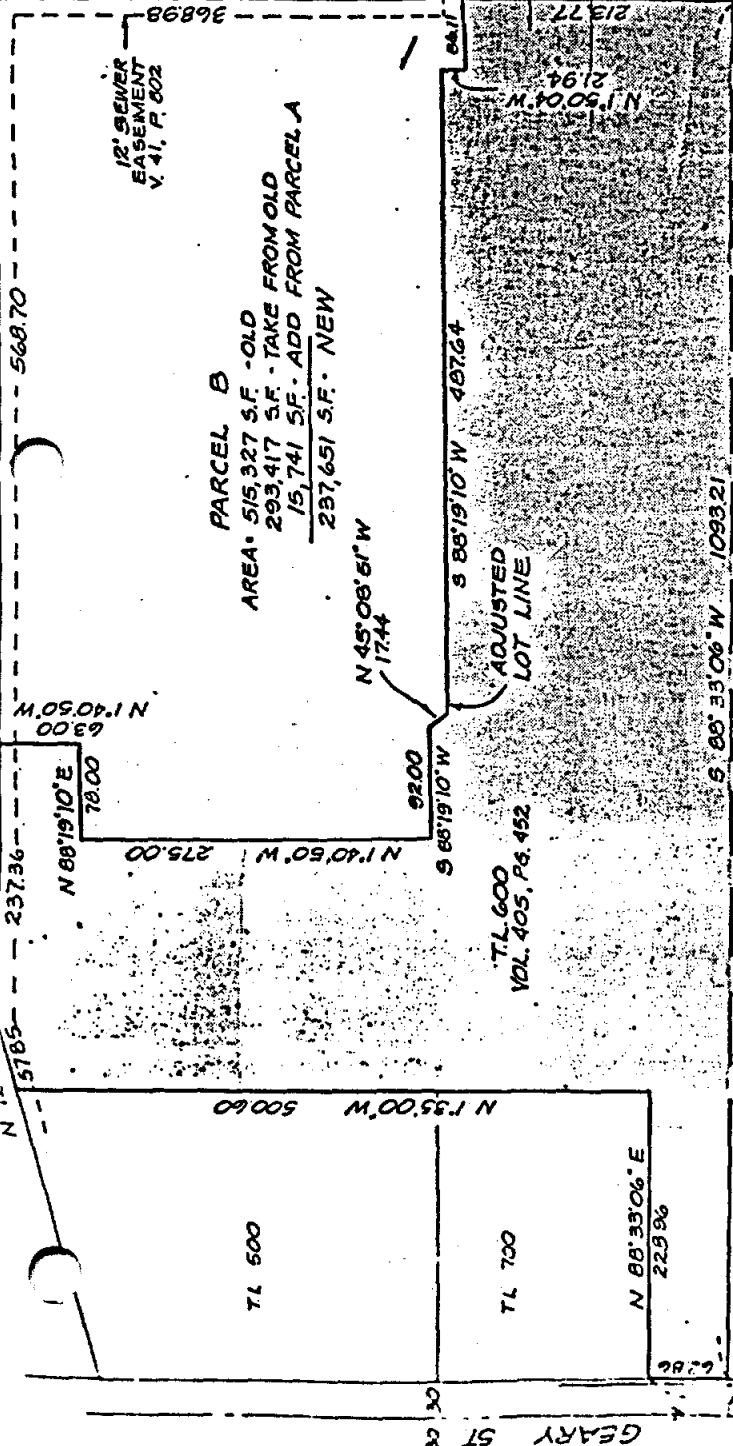
**PARCEL B**  
 AREA: 515,327 S.F. - OLD  
 293,417 S.F. - TAKE FROM OLD  
 15,741 S.F. - ADD FROM PARCEL A  
 297,651 S.F. - NEW

**PARCEL A**  
 AREA: 876,402 SF - OLD  
 360,661 SF - NEW  
 15,741 SF NET LOSS

**PARCEL C**  
 AREA: 498,662 S.F. - OLD  
 792,079 S.F. - NEW  
 293,417 SF NET GAIN

# EXHIBIT A

VOL 452 PAGE 481



14th ST.

GEARY ST

1819 B3

1819 B3

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of JULY, 1987, by and between Albany Properties, herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City."

## WITNESSETH:

That for and in consideration of construction of a public improvement, the undersigned Grantors have, this day, granted the City of Albany, a temporary easement, including the right to enter upon the real property hereinafter described for the purpose of providing for the City's agents or contractors additional area for construction related functions and the further right to remove and replace other obstructions interfering with access to the construction site.

This agreement is subject to the following terms and conditions:

1. The temporary construction easement hereby granted consists of:
  - (A) A 30-foot wide temporary construction easement 7.5 feet south and 22.5 feet north of the following described line:

Beginning at the southeast corner of Lot 113 Brookshore, a subdivision in the A. Hackleman DLC No. 62 in the NW one-quarter and SE one-quarter of Section 8, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence N. 89°17'13" E. 1.21 feet; thence S. 0°30'14" E. 17.41 feet; to the true point of beginning; thence S. 89°22'08" W. 117.84 feet; thence S. 60°03'27" W. 81.58 feet; thence S. 89°38'56" W. 60.84 feet; and there terminating at the west property line of Brookshore, as shown on the attached drawing labeled Exhibit "A".
  - (B) A right to enter upon the existing streets of the common open area tract "A" of Brookshore Subdivision.
2. The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance purposes.
3. 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.
4. Upon performing any work within this easement, the City shall return the site to original or better condition.



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

[Signature] AGENT OF OWNERS

STATE OF OREGON )  
County of Benton ) ss.  
City of Corvallis )

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

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 1987, by Forrest P. Bowman, authorized agent of Albany Properties, a California limited partnership, on behalf of the corporation.

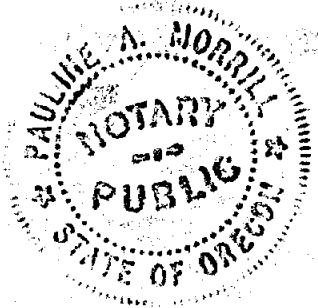
I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2710 do hereby accept on behalf of the City of Albany, the above temporary easement pursuant to the terms thereof this 28<sup>th</sup> day of August, 1987

CITY OF ALBANY, OREGON

William B. Barrons  
City Manager

Pauline A. Morrill  
Notary Public for Oregon  
My Commission Expires: 4/28/89

[Signature]  
City Recorder





THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of August 1987, by and between Jack W. and Elizabeth E. Robertson, 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 public utilities for the purpose of conveying public utilities 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, undergrowth, 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 consist of:

A 10-foot wide permanent easement and a 10-foot wide temporary construction easement described below and shown on the attached county survey (C.S.3672) labeled EXHIBIT A.

10-Foot Wide Permanent Easement

Beginning a at 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., 29.0 feet to the true point of beginning; thence S. 18°28' E., 10.0 feet; thence a distance of 93.07 feet on the arc of a 1593.3 foot radius curve to the left (the long chord of which bears N. 73°36'24" E., 93.06 feet) to Oak Street's west right-of-way line; thence N. 6°00' W. on said right-of-way line a distance of 10.17 feet; thence a distance of 95.26 feet on the arc of a 1583.3 foot radius curve to the right (the long chord of which bears S. 73°36'15" W., 95.25 feet) to the true point of beginning containing 0.02 acres more or less.

10- Foot Wide Temporary Construction Easement

A 10- foot wide temporary construction easement parallel and adjacent to the north side of the permanent easement described above.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of fourteen (14) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of two-hundred eighty dollars (\$280.00) for the permanent easement; and
  - b. the additional sum of two-hundred forty dollars (\$240.00) for the temporary easement.
- 4. 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.
- 5. 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.

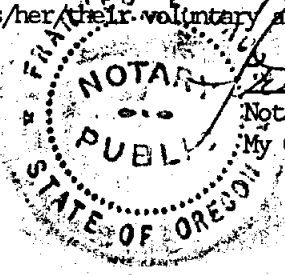
James W. Robertson  
Elizabeth E. Robertson

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 11<sup>th</sup> day of August, 1987, by grantor(s) as his/her/~~their~~ voluntary act and deed.

Francis J. Paul  
 Notary Public for Oregon  
 My Commission Expires: 1-9-91

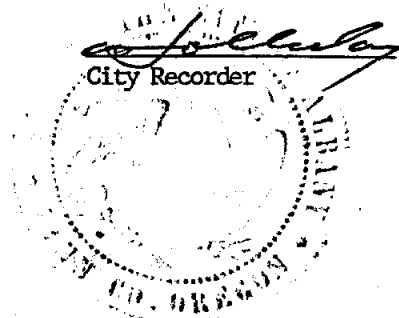


I, William B. Barrons, as City Manager of the City Albany, Oregon, pursuant to Resolution Number 2710, hereby accept on behalf of the City of Albany, t above easement pursuant to the terms thereof this 28<sup>th</sup> day of August, 1987.

CITY OF ALBANY, OREGON

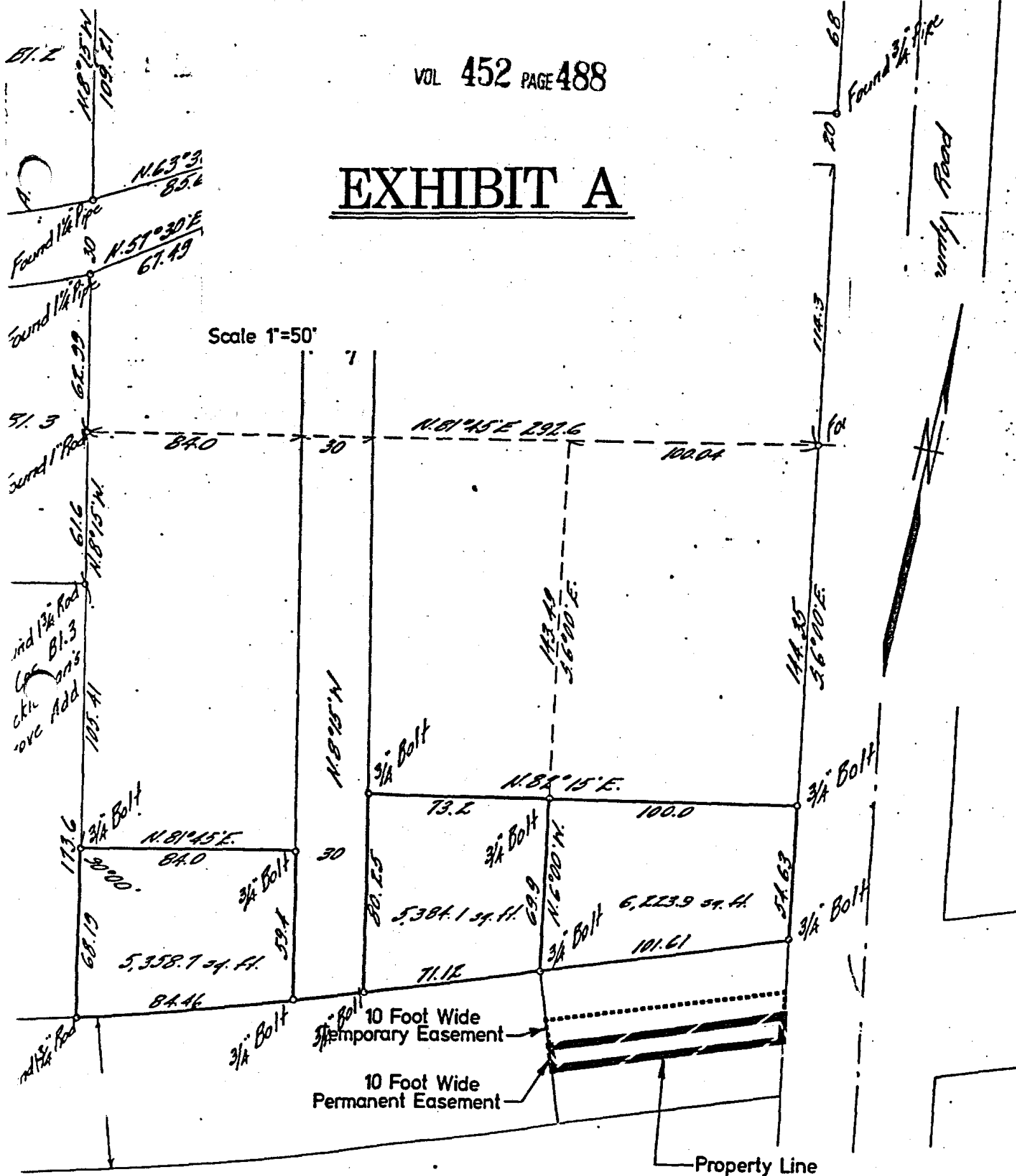
William B. Barrons  
 City Manager

[Signature]  
 City Recorder



# EXHIBIT A

Scale 1"=50'



ENTERED SEP 0 1 1987

At 8:30 O'clock a.m.  
STEVE DRUCKENMILLER  
Linn County Clerk

STATE OF OREGON  
County of Linn

12"

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 12 day of August, 1987, by and between JAY and JUANITA GLIMER, 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 public utilities for the purpose of conveying public utilities 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, undergrowth 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 consist of:

A 7.5 foot wide permanent easement parallel, adjacent, and north of the line described below and further shown on the attached drawing labeled "EXHIBIT A".

Beginning at the southeast corner of Lot 4, Block 1 of T.P. & E.L. Hackleman Addition to the City of Albany, Section 7 T.11S., R.3W., Willamette Meridian, Linn County, Oregon; thence westerly, parallel with the northern boundary line of said block, a distance of 66.0 feet, and there terminating.

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:  
**the removal of the associated condition from SP-48-87 Conditions of Approval.**
4. 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.
5. 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.

Jay Climer - Juanita Climer  
Jay Climer Juanita Climer

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

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

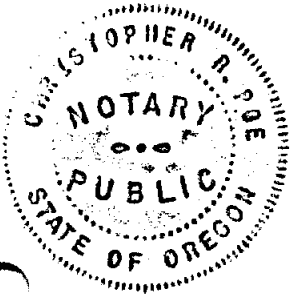
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 1987, by grantor(s) as their voluntary act and deed.

I, William B. Barrons, as City Manager of the City Albany, Oregon, pursuant to Resolution Number 2710, hereby accept on behalf of the City of Albany, t above easement pursuant to the terms thereof this 28<sup>th</sup> day of August, 1987.

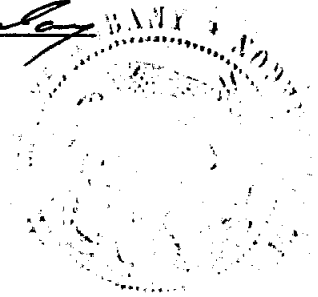
Christopher R. Pope  
Notary Public for Oregon  
My Commission Expires: 5/6/88

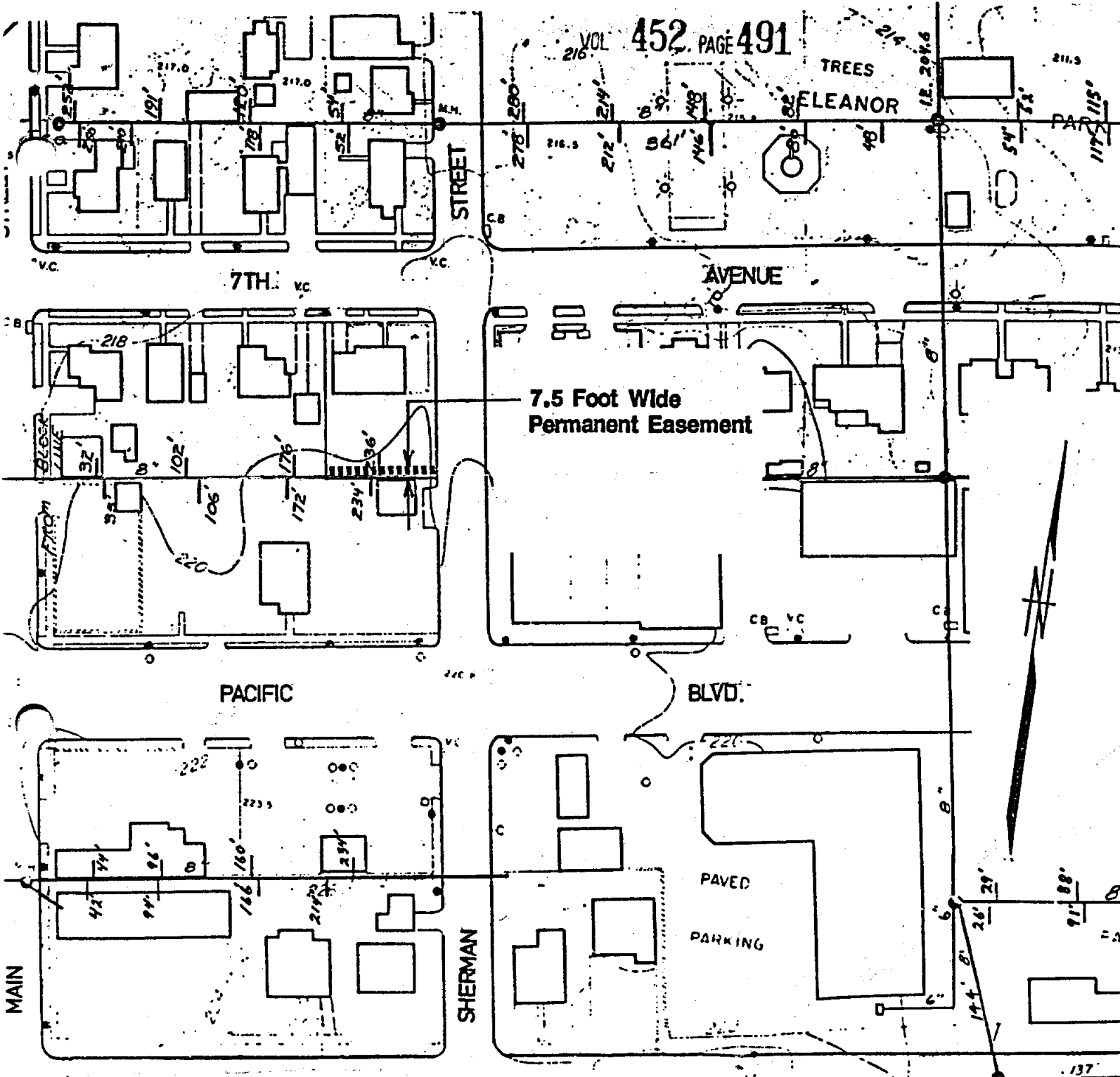
CITY OF ALBANY, OREGON

William B. Barrons  
City Manager



W. J. Climer  
City Recorder





**EXHIBIT A**  
N.T.S.

ENTERED SEP 0 1987

At 8:30 O'clock a.m.  
STEVE DRUCKENMILLER

1200