

RESOLUTION NO. 4069

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:


<u>Grantor</u>	<u>Purpose</u>
Keller Development Co.	A permanent public utility easement 15.0 feet in even width for the installation and maintenance of a domestic water line.

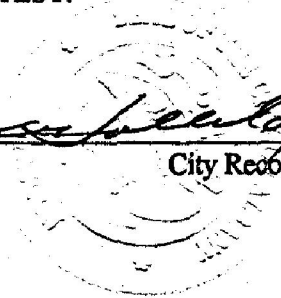
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement.

DATED THIS 27TH DAY OF JANUARY 1999.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder



EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 12 day of JANUARY, 1999, by and between **KELLER DEVELOPMENT CO.**, 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 consists of:  
  
A 15 foot wide easement for the installation and maintenance of a domestic water line, which easement is described in "Attachment A" and shown in "Attachment B."
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 easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
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.

GRANTOR:

KELLER DEVELOPMENT CO.

By: Robney Keller Pres.  
Title:

By: Stanley Keller Sec  
Title:

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

The foregoing instrument was acknowledged before me this 12 day of Jan, 1999, by Robney Keller, Title: President, and by Stanley Keller, Title: Secretary, of KELLER DEVELOPMENT CO., an Oregon corporation, on behalf of the corporation.

Yvonne G Ward  
Notary Public for Oregon  
My Commission Expires: 3/21/02

CITY OF ALBANY:

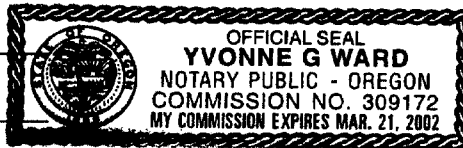
STATE OF OREGON )  
County of Linn ) ss.  
City of Albany )

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 40189 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 27 day of January, 1999.

Steve Bryant  
City Manager

ATTEST:

Speckley  
City Recorder



**MOORE SURVEYING**

Verle C. Moore  
Professional Land Surveyor

**VOL 1010 PAGE 841**

December 31, 1997

**Attachment A**

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Section 8, T.11 S., R.3 W. W.B. & M.  
Description for Keller Development

Water Line Easement

a 15 foot easement for the installation and maintenance of a domestic water line being 7.5 feet on each side of the following described line: Beginning at an angle point of that easement for a water line conveyed to the City of Albany in instrument recorded in MF Volume 413, Page 764, Linn County Microfilm Records, which point is 112 feet North 1°35' West, 298 feet South 88°44'27" West, and 240.31 feet North 1°35' West of the Southeast Corner of Lot 1, Block 1 of Eastern Addition to Oak Grave Acres in the A. Hackleman Donation Land Claim Number 62, Township 11 South, Range 3 West of the Willamette Base and Meridian, Linn County, Oregon; thence South 88°25' West 22.50 feet; thence North 1°35' West 240.62 feet to the north line of that parcel conveyed to Keller Development Company, an Oregon Corporation by deed recorded in MF Volume 748, Page 158, Linn County Microfilm Records, and there terminating.

11-3W-8CB TL 100

N1°35'W 240.62

NEW 15' WATER LINE EASEMENT

11-3W-8CB TL 103

"ATTACHMENT B"

30 30

16th Ave

EXISTING 10' WATER LINE EASEMENT

S88°25'W 22.50

N1°35'W 240.31

10' UTILITY EASEMENT MF VOL. 413 Pg. 768  
5' R/W EASEMENT PACIFIC POWER MF VOL. 338 Pg. 726  
AND DEDICATION DEED MF VOL. 413 Pg. 759

LEARY STREET

S88°44'27"W 298

EXISTING 10' WATER LINE EASEMENT

30 30

LOT 1

N1°35'W 712

EASTERN ADDITION TO OAK GROVE ACRES BLOCK 1

P.O.B.

LOT 4

LOT 3

LOT 2

S.E. CORNER  
A. HACKLEMAN D.L.L.

30

STATE OF OREGON  
County of Linn

M  
R 20  
S 70

FEB 10 3 01 PM '99

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

A  
O

STEVE DRUCKENMILLER  
Linn County Clerk

MF 1010  
839

By PA, Deputy PAGE

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Recorded Document Recorder File No. 3341