

RESOLUTION NO. 5345

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

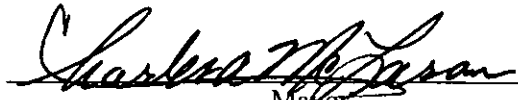
Michael J. Bishopink

Purpose

A 10-foot wide easement over an existing sewer as part of the sewer lateral replacement program.

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

DATED AND EFFECTIVE THIS 8TH DAY OF NOVEMBER 2006.



Mayor

ATTEST:



City Clerk

LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY, OREGON **2006-31717**
E-EAS **12/27/2006 10:12:24 AM**
Cnt=1 Stn=1 COUNTER **\$46.00**
\$25.00 \$11.00 \$10.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



After Recording Return To:

City of Albany Recorder

PO Box 490

Albany, OR 97321

All Tax Statements Should Be Sent To:

Government Agency - Exempt

1. Name/Title of Transaction - by ORS 205.234 (a)

EASEMENT FOR PUBLIC UTILITIES

2. Grantor/Direct Party - required by ORS 205.125(1)(b) and ORS 205.160

Michael J. Bischopink

3. Grantee/Indirect Party - required by ORS 205.125(1)(a) and ORS 205.160

City of Albany

4. True and Actual Consideration (if there is one), ORS 93.030

\$.00

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 12TH day of SEPTEMBER, 2006, by and between Michael J. Bischopink, hereinafter called Grantor, and the CITY OF ALBANY, a Municipal Corporation, herein called "City."

WITNESSETH:

That the Grantor has this day granted unto the City of Albany, 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 strip of land as described on attached Exhibit A and as shown on attached Exhibit B.
A 10-foot wide easement over an existing sewer as part of the sewer lateral replacement program.
2. In order that the work may be done in a timely and complete manner, we hereby agree to grant and allow a temporary right of entry for construction access to the City, its representatives and to the Contractor, for access to, upon and over our property for planning and construction of a sanitary sewer, service connection, and such appurtenances as are required to make the project complete. It is understood and agreed that this access agreement shall terminate on the date that such work has been satisfactorily completed and accepted by the City of Albany.
3. 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.
4. The City agrees to replace the sanitary sewer service lateral **one time only**. The purpose of the replacement is to reduce infiltration to the public sanitary sewer system and protect the public health.
5. The Grantor does 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.
7. The Grantor and the City acknowledge that if a structure exists on the public utilities easement described herein either additional permanent structures or additions to the existing structure may not be constructed on the public utilities easement. If the existing structure is removed from the public utility easement, no permanent structure may be reconstructed in its place.

8. Should the City determine that maintenance, repair, or reconstruction of the utilities located under the structure requires the removal or alteration of said structure, the City may undertake such removal or alteration as may be needed. In such event, however, the City shall, upon completion of said maintenance, repair, or reconstruction, restore the structure at City expense to its original or better condition.

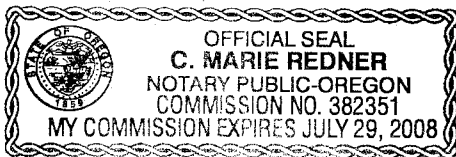
IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.


GRANTOR:


Michael J. Bishopink

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

The foregoing instrument was acknowledged before me this 12th day of September, 2006, by **Michael J. Bishopink** as his/her voluntary act and deed.




Notary Public for Oregon
My Commission Expires July 29, 2008

CITY OF ALBANY:

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

I, Wes Hare as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 5345, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 16 day of November 2006.

Wes Hare
City Manager

ATTEST:

Betty Langwell
City Clerk

EXHIBIT A

PERMANENT UTILITY EASEMENT

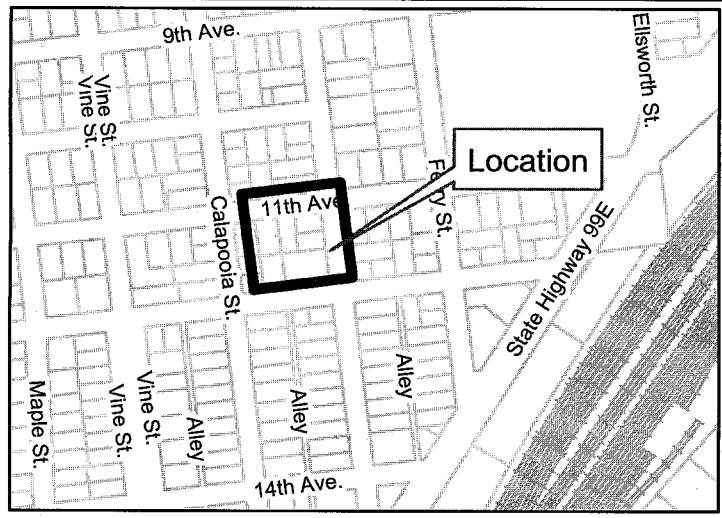
A permanent public utility easement across the southern 10 feet of even width of that property conveyed to Michael J. Bishopink, described in Volume 575, Page 696, Linn County Microfilm Deed Records, as shown on the attached map labeled "EXHIBIT B".

EXHIBIT B

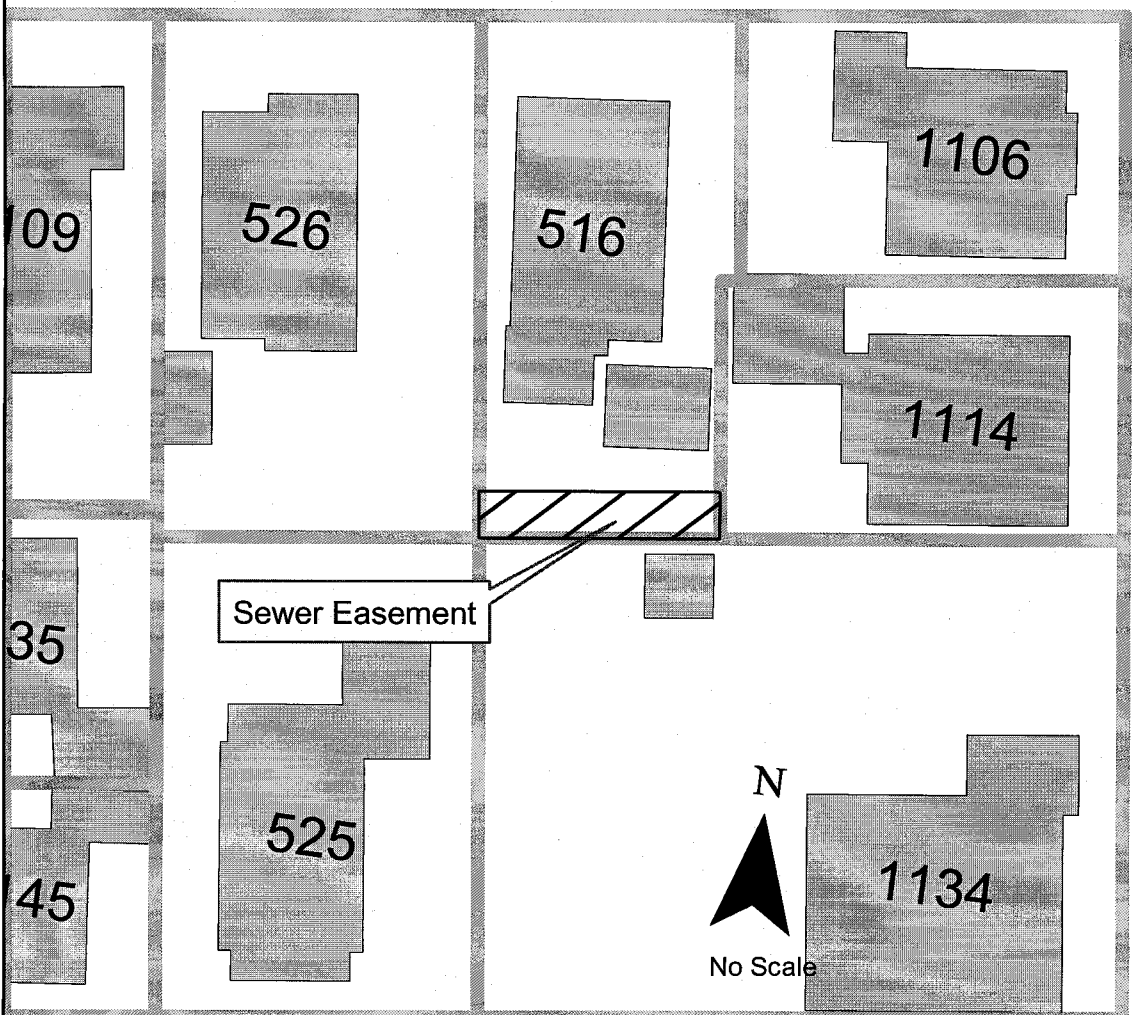
10' Public Utility Easement for Sewer Lateral Replacement Program

516 11th Ave. SW
11S04W12AD16700

Geographic Information Services



11th Ave.



Washington St.

Resolution No. 5345

Recorded Document Recorder File No. 4819