

RESOLUTION NO. 2684

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

<u>Grantor</u>	<u>Purpose</u>
Linn-Benton Community College	A 20-foot wide permanent and temporary construction easement for installation and maintenance of a sanitary sewer located in Lots 1 and 2 of Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon.
Linn-Benton Community College	A 12-foot wide permanent easement for installation and maintenance of a waterline located in Lots 1 and 2 of Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon.
Linn-Benton Community College	A permanent easement for installation and maintenance of a water vault and waterline accessories appurtenant to said water vault located in Lots 1 and 2 of Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon.

DATED this 13th day of May, 1987.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

## EASEMENT FOR A WATERLINE

THIS AGREEMENT, made and entered into this 20 day of April, 1987, by and between **Linn-Benton Community College**, 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 waterlines for the purpose of conveying water 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 waterline and the further right to remove or relocate trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said waterline.

This agreement is subject to the following terms and conditions:

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


A permanent easement for installation and maintenance of a water vault and waterline accessories appurtenant to said water vault and situated on that property deeded to Linn-Benton Community College in Book 328, Pages 189, 190, 210, 211, and 429 and Book 351, Page 572, Linn County Deed Records, in Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon, and being more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point that is North 62° 45' 16" East, 240.60 feet from a 2 inch iron pipe at the Northeast corner of the Francis Simpson D.L.C. No. 76 and also being North 71° 51' 33" East, 339.59 feet from a 1-1/2 inch iron pipe at the Southeast corner of the Robert E. Harman D.L.C. No. 77; thence North 02° 15' 12" East, parallel to and 60.00 feet from the west right-of-way line of Highway 99E, 42.00 feet; thence South 87° 44' 48" East, 60.00 feet to a point on said west right-of-way line, said point being 44.00 feet right of Engineer's Highway centerline Station 606+76.69; thence along said west right-of-way line, South 02° 15' 12" West, 42.00 feet to a point on said right-of-way line, said point being 44.00 feet right of Engineer's Highway centerline Station 607+18.69; thence leaving said west right-of-way line of said Highway 99E, North 87° 44' 48" West, 60.00 feet to the point of beginning of this description, containing 2520.0 square feet of land, more or less.

(The BASIS OF BEARINGS for this description is the centerline of Hwy. 99E, which is shown on the OREGON STATE HIGHWAY DEPT. improvement plans titled "QUEEN AVE. - CORVALLIS/LEBANON HWY. SEC. (UNIT 1) - ALBANY - JUNCTION CITY HIGHWAY.)

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 for maintenance and repair purposes. However, such maintenance and repair shall not interfere with grantor's regular use of adjacent property.
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 one dollar (\$1.00) for the permanent 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. Promptly upon completion of construction and after performing any maintenance, the City shall return the site to its original or better condition. The grantor will be the sole judge of the adequacy of site repair and reconstruction. Should the City fail to return the site to its original or better condition to the complete satisfaction of the grantor within a reasonable time from the completion of said construction or repair, the grantor shall be entitled to contract for such restoration as it deems necessary and will be reimbursed for the full cost by the City.
7. No permanent structure shall be constructed on this easement.
8. City agrees to indemnify and defend grantor from any loss, claim, or liability to grantor arising in any manner out of City's use of the property covered by this easement. City assumes all risk arising out of its use of the property covered by this easement and grantor shall have no liability to City or others for any condition existing thereon.
9. In the event that the easement is not used by City for a period of three (3) years, or if otherwise abandoned by City, the easement shall automatically expire and City shall upon request execute a recordable document evidencing such expiration.

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

  
\_\_\_\_\_  
Vice Pres/Deputy Clerk

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

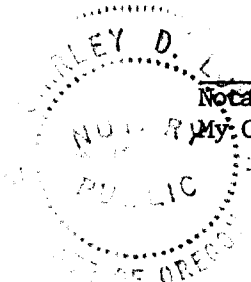
STATE OF OREGON )  
County of Linn ) ss.  
City of Albany )

The foregoing instrument was acknowledged before me  
this 20<sup>th</sup> day of April, 1987 by \_\_\_\_\_  
George P. Kuntz Vicepresident, and by \_\_\_\_\_  
\_\_\_\_\_, secretary, of Linn-Benton  
Community College, on behalf of the College.

I, William B. Barrons, as City Manager of the City of  
Albany, Oregon, pursuant to Resolution Number 2687 do  
hereby accept on behalf of the City of Albany, the  
above easement pursuant to the terms thereof this 14<sup>th</sup>  
day of May, 1987.

CITY OF ALBANY, OREGON

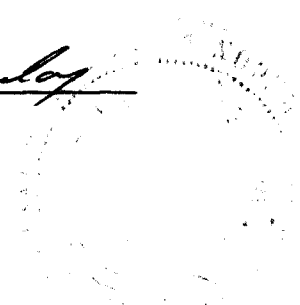
William B. Barrons  
City Manager



Stanley D. Joe  
Notary Public for Oregon

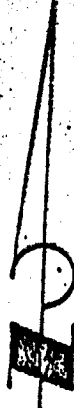
My Commission Expires: 2/8/89

[Signature]  
City Recorder



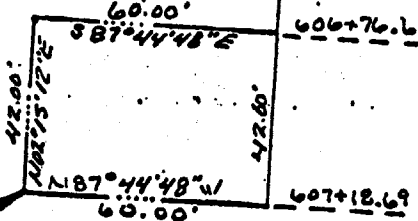
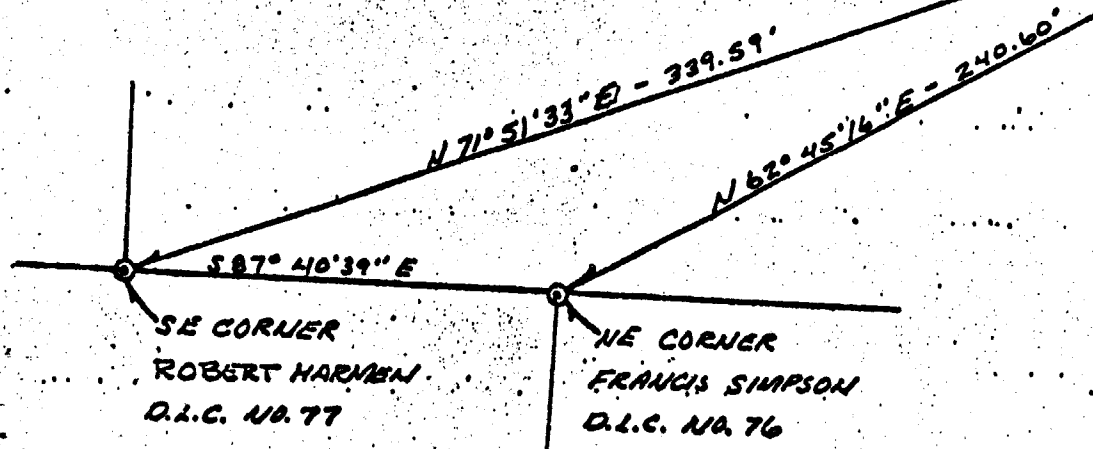
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# EXHIBIT "A" WATER VAULT EASEMENT



SCALE: 1"=50'  
MARCH 4, 1987

L.B.C.C.  
BOOK 328, PAGE 210 & 211  
BOOK 328, PAGE 189 & 190  
BOOK 328, PAGE 429  
BOOK 351, PAGE 572  
LINN COUNTY DEED RECORDS



HVY. 99 E.

AS SET BY PETE OREGON STATE HWY DEPT. PLANS FOR HWY WIDENING PROJECT - QUEEN AVE. - CORVALLIS/LEBANON HWY. SEC. (UNIT 1)

MAY 27 1 12 PM '87

STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

BY *[Signature]*, Deputy  
Albany City of

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VOL 443 PAGE 384  
EASEMENT FOR A WATERLINE

THIS AGREEMENT, made and entered into this 20 day of April, 1987, by and between **Linn-Benton Community College**, 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 waterlines for the purpose of conveying water 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 waterline and the further right to remove or relocate trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said waterline.

This agreement is subject to the following terms and conditions:

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


A 12 foot wide permanent easement for installation and maintenance of a waterline on that parcel of land lying in Lots 1 and 2 of Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon, and being a portion of that property described in those deeds to Linn-Benton Community College, recorded in Book 328, Page 190 and Book 328, Page 429 of Linn County Record of Deeds; said easement being 6 feet on either side of a centerline more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at Engineer's centerline Station 592+10.98, said station being 154.95 feet North and 146.79 feet West of the Southeast corner of Section 24, Township 11 South, Range 4 West, Willamette Meridian; thence on a 1432.39 foot radius curve right (the long chord of which bears South 15° 49' 39" East, 203.87 feet) 204.04 feet; thence on a spiral curve right (the long chord of which bears South 2° 44' 37" East, 747.72 feet) 750 feet to Engineer's centerline Station 601+65.02 Back equals 601+81.73 Ahead; thence South 2° 15' 12" West, 1155.20 feet to Engineer's centerline Station 613+36.93; thence North 87° 44' 48" West, 50 feet to the true point of beginning of the herein described easement centerline; thence South 2° 15' 12" West, 648.43 feet; thence on a 22,918.32 foot radius curve left to the intersection with the north right-of-way line of Allan Lane, and there terminating.

(The BASIS OF BEARINGS for this description is the centerline of Hwy. 99E, which is shown on the OREGON STATE HIGHWAY DEPT. improvement plans titled "QUEEN AVE. - CORVALLIS/LEBANON HWY. SEC. (UNIT 1) - ALBANY - JUNCTION CITY HIGHWAY.)

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 for maintenance and repair purposes. However, such maintenance and repair shall not interfere with grantor's regular use of adjacent property.
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 one dollar (\$1.00) for the permanent 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. Promptly upon completion of construction and after performing any maintenance, the City shall return the site to its original or better condition. The grantor will be the sole judge of the adequacy of site repair and reconstruction. Should the City fail to return the site to its original or better condition to the complete satisfaction of the grantor within a reasonable time from the completion of said construction or repair, the grantor shall be entitled to contract for such restoration as it deems necessary and will be reimbursed for the full cost by the City.
7. No permanent structure shall be constructed on this easement.
8. City agrees to indemnify and defend grantor from any loss, claim, or liability to grantor arising in any manner out of City's use of the property covered by this easement. City assumes all risk arising out of its use of the property covered by this easement and grantor shall have no liability to City or others for any condition existing thereon.
9. In the event that the easement is not used by City for a period of three (3) years, or if otherwise abandoned by City, the easement shall automatically expire and City shall upon request execute a recordable document evidencing such expiration.

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

  
\_\_\_\_\_  
Vice Pres / Deputy Clerk

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

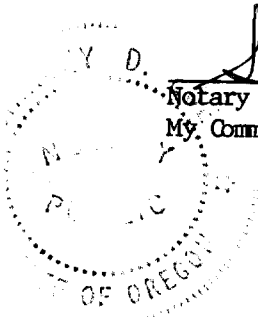
STATE OF OREGON )  
County of Linn ) ss.  
City of Albany )

The foregoing instrument was acknowledged before me  
this 20 day of April, 1987, by \_\_\_\_\_  
George R Kunte Vicepresident, and by \_\_\_\_\_  
\_\_\_\_\_, secretary, of Linn-Benton  
Community College, on behalf of the College.

I, William B. Barrons, as City Manager of the City of  
Albany, Oregon, pursuant to Resolution Number 2684 do  
hereby accept on behalf of the City of Albany, the  
above easement pursuant to the terms thereof this 14<sup>th</sup>  
day of May, 1987.

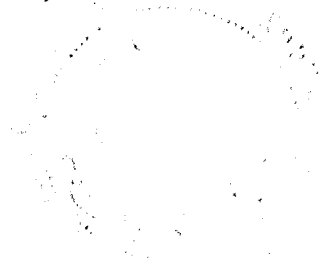
CITY OF ALBANY, OREGON

William B Barrons  
City Manager



Shirley D. Lee  
Notary Public for Oregon  
My Commission Expires: 2/8/89

Spencer  
City Recorder



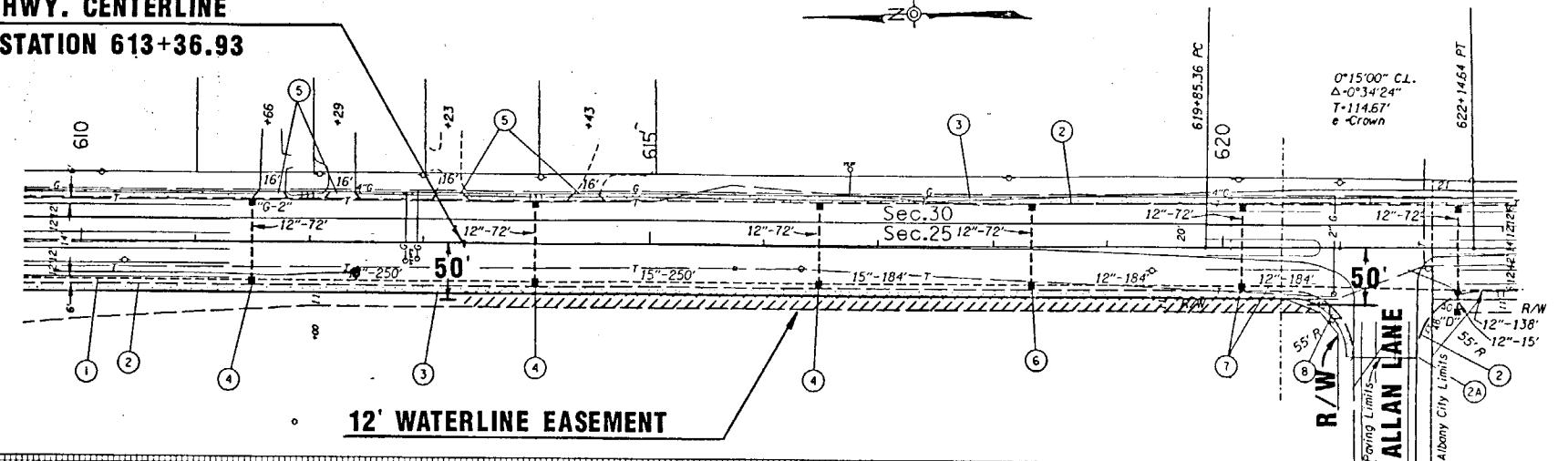


# EXHIBIT 'A'

QUEEN AVE. - CORVALLIS/LEBANON HWY. SEC. (UNIT 1) ALBANY - JUNCTION CITY HIGHWAY LINN COUNTY				SHEET 15
FED. ROAD DIST. NO.	STATE	PROJECT NAME #	FISCAL YEAR	TOTAL SHEETS
10	OREGON			15

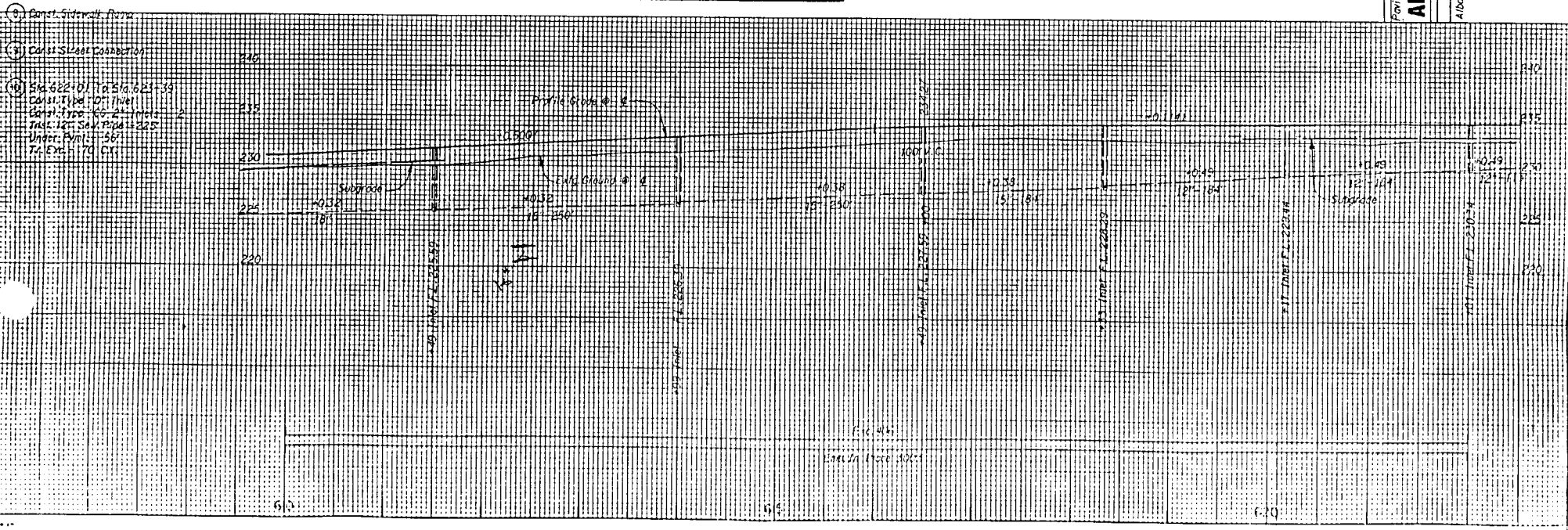
- 1 Sta. 606+97 To Sta. 611+49  
Inst. 18" Sew. Pipe  
(See Sht. 14, Note 10)
- 2 Const. Type "A" Curb  
2A Const. Curb Ending - 2
- 3 Const. P. C. Conc. Walk
- 4 Sta. 611+49 To Sta. 618+33  
Const. Type "G-2" Inlet  
Const. Type "CG-2" Inlets - 5  
Inst. 12" Sew. Pipe - 216'  
Inst. 18" Sew. Pipe - 434'  
Inst. 18" Sew. Pipe - 250'  
Under Pmnt. - 120'  
Tr. Exc. - 505 CY.
- 5 Const. P. C. Conc. Dwy. Type "A" - 4
- 6 Sta. 618+33 To Sta. 620+17  
Const. Type "CG-2" Inlets - 2  
Inst. 12" Sew. Pipe - 256'  
Under Pmnt. - 44'  
Tr. Exc. - 110 CY.
- 7 Sta. 620+17 To Sta. 622+01  
Const. Type "CG-2" Inlets - 2  
Inst. 12" Sew. Pipe - 256'  
Under Pmnt. - 57'  
Tr. Exc. - 95 CY.

HWY. CENTERLINE  
STATION 613+36.93



12' WATERLINE EASEMENT

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MAY 27 1 12 PM '87

STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

Deputy  
Albany City of

Volume: MF 443 Page: 384

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 20 day of April, 1987, by and between **Linn-Benton Community College**, 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 sanitary sewer lines 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 or relocate trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said sewer.

This agreement is subject to the following terms and conditions:

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

**PERMANENT EASEMENT:**

A twenty-foot wide permanent easement for installation and maintenance of a sanitary sewer over and across that property deeded to Linn-Benton Community College in Book 328, Pages 189, 190, 210, 211, and 429, and Book 351, Page 572, Linn County Deed Records, situated in Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon and also being in the Francis Simpson D.L.C. No. 76, and being more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point that is South 59° 04' 45" West, 61.86 feet from a 1-1/2 inch iron pipe at the Southeast corner of the Robert E. Harman D.L.C. No. 77 and also being South 80° 24' 09" West, 164.17 feet from a 2 inch iron pipe at the Northeast Corner of the said Francis Simpson D.L.C. No. 76; thence South 20° 26' 31" West, 10.00 feet; thence South 69° 33' 29" East, 455.99 feet to a point on the west right-of-way line of U.S. Highway 99E, said point being 44.00 feet right of Engineer's Highway centerline Station 610+22.71; thence along said west right-of-way line, North 02° 15' 12" East, 21.05 feet, to a point on said right-of-way line, said point being 44.00 feet right of Engineer's Highway centerline Station 610+01.66; thence leaving said right-of-way line, North 69° 33' 29" West, 449.41 feet; thence South 20° 26' 31" West, 10.00 feet to the point of beginning of this description, containing 0.21 acres, more less.

**TEMPORARY EASEMENT**

A fifty-foot wide temporary construction easement for installation of a sanitary sewer line over and across that property deeded to Linn-Benton

Community College in Book 328, Pages 189, 190, 210, 211, and 429, and Book 351, Page 572, Linn County Deed Records, situated in Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon and also being in the Francis Simpson D.L.C. No. 76, and being more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

A fifty foot wide temporary construction easement, twenty-five feet on either side of a centerline more particularly described as follows:

Beginning at a point that is South 59° 04' 45" West, 61.86 feet from a 1-1/2 inch iron pipe at the Southeast corner of the Robert E. Harman D.L.C. No. 77 and also being South 80° 24' 09" West, 164.17 feet from a 2 inch iron pipe at the Northeast Corner of the said Francis Simpson D.L.C. No. 76; thence South 69° 33' 29" East, 452.70 feet to the terminus of the herein described temporary construction easement at the west right-of-way line of Highway 99E.

(The BASIS OF BEARINGS for these descriptions is the centerline of Hwy. 99E, which is shown on the OREGON STATE HIGHWAY DEPT. improvement plans titled "QUEEN AVE. - CORVALLIS/LEBANON HWY. SEC. (UNIT 1) - ALBANY - JUNCTION CITY HIGHWAY.)

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 for maintenance and repair purposes. However, such maintenance and repair entrance shall not interfere with grantor's regular use of adjacent property.

The temporary easement described herein grants to the City, and its authorized agents or contractors, a right to enter upon said easement within a period of twelve (12) months from the date of this instrument, for construction purposes, such construction to be coordinated with the president of the college or his designee to minimize disruption to grantor and to minimize interference with grantor's regular use of adjacent property. The actual construction will be accomplished post haste to minimize the period of disruption.

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 one dollar (\$1.00) for the permanent easement.
  - b. the additional sum of one dollar (\$1.00) for the temporary 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. Promptly upon completion of construction and after performing any maintenance, the City shall return the site to its original or better condition. The grantor will be the sole judge of the adequacy of site repair and reconstruction. Should the City fail to return the site to its original or better condition to the complete satisfaction of the grantor within a reasonable time from the completion of said construction or repair, the grantor shall be entitled to contract for such restoration as it deems necessary and will be reimbursed for the full cost by the City.
- 7. No permanent structure shall be constructed on this easement.
- 8. City agrees to indemnify and defend grantor from any loss, claim, or liability to grantor arising in any manner out of City's use of the property covered by this easement. City assumes all risk arising out of its use of the property covered by this easement and grantor shall have no liability to City or others for any condition existing thereon.
- 9. In the event that the easement is not used by City for a period of three (3) years, or if otherwise abandoned by City, the easement shall automatically expire and City shall upon request execute a recordable document evidencing such expiration.

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

*George P. Runte*  
 Vice Pres / Deputy Clerk.

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 20 day of April, 1988 by George P. Runte Vicepresident, and by \_\_\_\_\_, secretary, of Linn-Benton Community College, on behalf of the College.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2654 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14th day of May, 1987

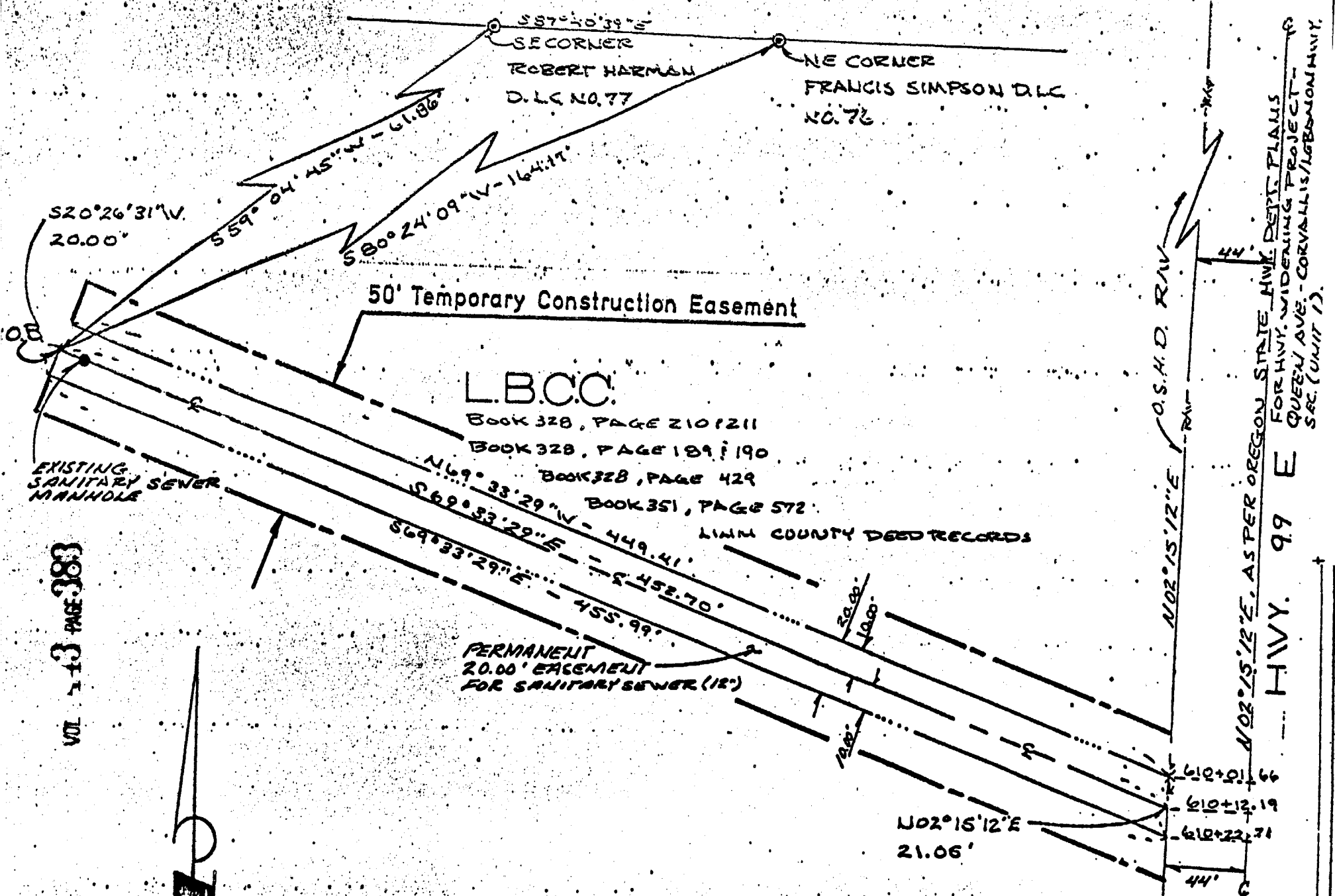
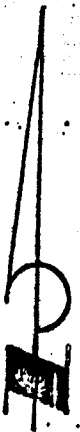
*Shirley D. Lee*  
 Notary Public for Oregon  
 My Commission Expires: 2/8/89

CITY OF ALBANY, OREGON  
*William B. Barrons*  
 City Manager

*[Signature]*  
 City Recorder

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SCALE: 1" = 50'  
MARCH 4, 1987



# EXHIBIT "A" SANITARY SEWER EASEMENT

O.S.H.D. RAV  
N02°15'12"E AS PER OREGON STATE HWY DEPT. PLANS  
FOR HWY. WIDENING PROJECT -  
QUEEN AVE. - CORVALLIS/LEBON HWY.  
SEC. (UNIT 1).  
HWY. 99 E

1602  
MAY 27 1 12 PM '87  
BY Deputy  
STEVE DRUCKENMILLER  
Linn County Clerk  
City of  
ALBANY  
EX 190  
ALBANY 97321

STATE OF OREGON  
County of Linn  
I hereby certify that the attached was  
received and duly recorded by me in  
Linn County records:  
Volume: MF 443 Page: 380

Resolution No. 2684

Recorded Documents Recorder File No.  
1889