

RESOLUTION NO. 3530

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

Grantor

Brooklawn Apartments Limited Partnership

Bowen Financial Services Corporation

Purpose

A permanent easement for public utilities (water and sanitary sewer) across the property known as Tax Lot 200, Map No. 11S-3W-08CD.

A permanent sidewalk and bus shelter easement across the property known as Tax Lot 1200, Map No. 11S-3W-08D.

DATED this 28th day of June 1995.



Mayor

ATTEST:



Deputy City Recorder



EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 6th day of June, 1995, by and between **Brooklawn Apartments Limited Partnership**, 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 tract of land situated in the southwest quarter of Section 8, Township 11 South, Range 3 West of the Willamette Meridian, in the City of Albany, Linn County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of Geary Street and Queen Avenue; thence along the centerline of Queen Avenue North $88^{\circ} 56' 10''$ East 1,035.64 feet; thence South $1^{\circ} 03' 50''$ East 35.00 feet to a point on the southerly right-of-way line of Queen Avenue; thence leaving said southerly right-of-way line South $1^{\circ} 47' 18''$ East 300.00 feet to the Initial Point of Partition Plat No. 1993-66, also being the northeasterly corner of a 15 foot wide public utility easement; thence along the east line of said easement South $1^{\circ} 47' 18''$ East 168.65 feet; thence South $88^{\circ} 12' 36''$ West 15.00 feet to a point on the west line of said easement and the **True Point of Beginning** of this description; thence along the west line of said easement South $1^{\circ} 47' 18''$ East 15.00 feet; thence South $88^{\circ} 56' 58''$ West 90.45 feet; thence South $1^{\circ} 46' 44''$ East 28.00 feet; thence South $88^{\circ} 56' 58''$ West 160.47 feet; thence South $1^{\circ} 03' 02''$ East 89.83 feet; thence North $88^{\circ} 56' 58''$ East 25.00 feet; thence South $1^{\circ} 03' 02''$ East 12.00 feet to a point on the south line of Parcel One of said partition plat; thence along last said line South $88^{\circ} 56' 37''$ West 40.00 feet; thence North $1^{\circ} 03' 02''$ West 101.83 feet; thence South $88^{\circ} 56' 58''$ West 177.31 feet; thence South $12^{\circ} 32' 24''$ West 104.76 feet to a point on the south parcel line; thence along said south parcel line South $88^{\circ} 56' 37''$ West 104.47 feet to a point on the easterly line of a 20 foot wide public utility easement; thence along last said easterly line North $16^{\circ} 25' 30''$ West 20.74 feet; thence North $88^{\circ} 56' 58''$ East 61.23 feet; thence South $1^{\circ} 03' 02''$ East 5.00 feet; thence North $88^{\circ} 56' 58''$ East 20.00 feet; thence North $1^{\circ} 03' 02''$ West 5.00 feet; thence North $88^{\circ} 56' 58''$ East 13.00 feet; thence North $12^{\circ} 32' 24''$ East 109.90 feet; thence North $88^{\circ} 56' 58''$ East 10.00 feet; thence North $1^{\circ} 03' 02''$ West 7.50 feet; thence North $88^{\circ} 56' 58''$ East 15.00 feet; thence South $1^{\circ} 03' 02''$ East 7.5 feet; thence North $88^{\circ} 56' 58''$ East 317.99 feet; thence North $1^{\circ} 46' 44''$ West 92.33 feet; thence South $88^{\circ} 48' 56''$ West 111.79 feet; thence North $1^{\circ} 11' 04''$ West 2.50 feet to a point on the northerly line of said Parcel One; thence along last said line North $88^{\circ} 56' 58''$ East 15.00 feet; thence North $1^{\circ} 47' 24''$ West 12.50 feet; thence North $88^{\circ} 55' 36''$ East 134.78 feet; thence South 15.00 feet; thence South $88^{\circ} 48' 56''$ West 22.56 feet; thence South $1^{\circ} 46' 44''$ East 74.36 feet; thence North $88^{\circ} 56' 58''$ East 99.45 feet to the **True Point of Beginning**.

Said tract containing 0.457 acres, more or less.

Bearing of this description are based on Partition Plat No. 1993-66 as recorded in Linn County Survey Records.

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.

Return to: City of Albany - Recorder
P.O. Box 490, Albany, OR 97321

- 3. The easement granted is in consideration of \$1.00 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:

Brooklawn Apartments Limited Partnership
 An Oregon Limited Partnership,
 General Partner,
 By: Northwest Affordable Housing Partners
 Limited Partnership, General Partner,
 By: Northwest Affordable Housing, Inc.,
 An Oregon Corporation,
 General Partner

By: [Signature]
 President

By: [Signature]
 Secretary

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 3530 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 28th day of June, 1995.

[Signature]
 City Manager

ATTEST:

[Signature]
 City Recorder (Deputy)

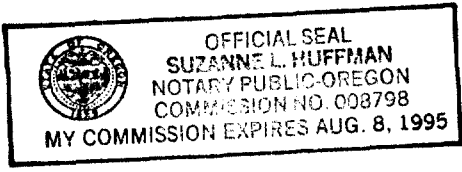
STATE OF OREGON)
 County of ~~Linn~~ Multnomah ss.
 City of ~~Albany~~ Portland

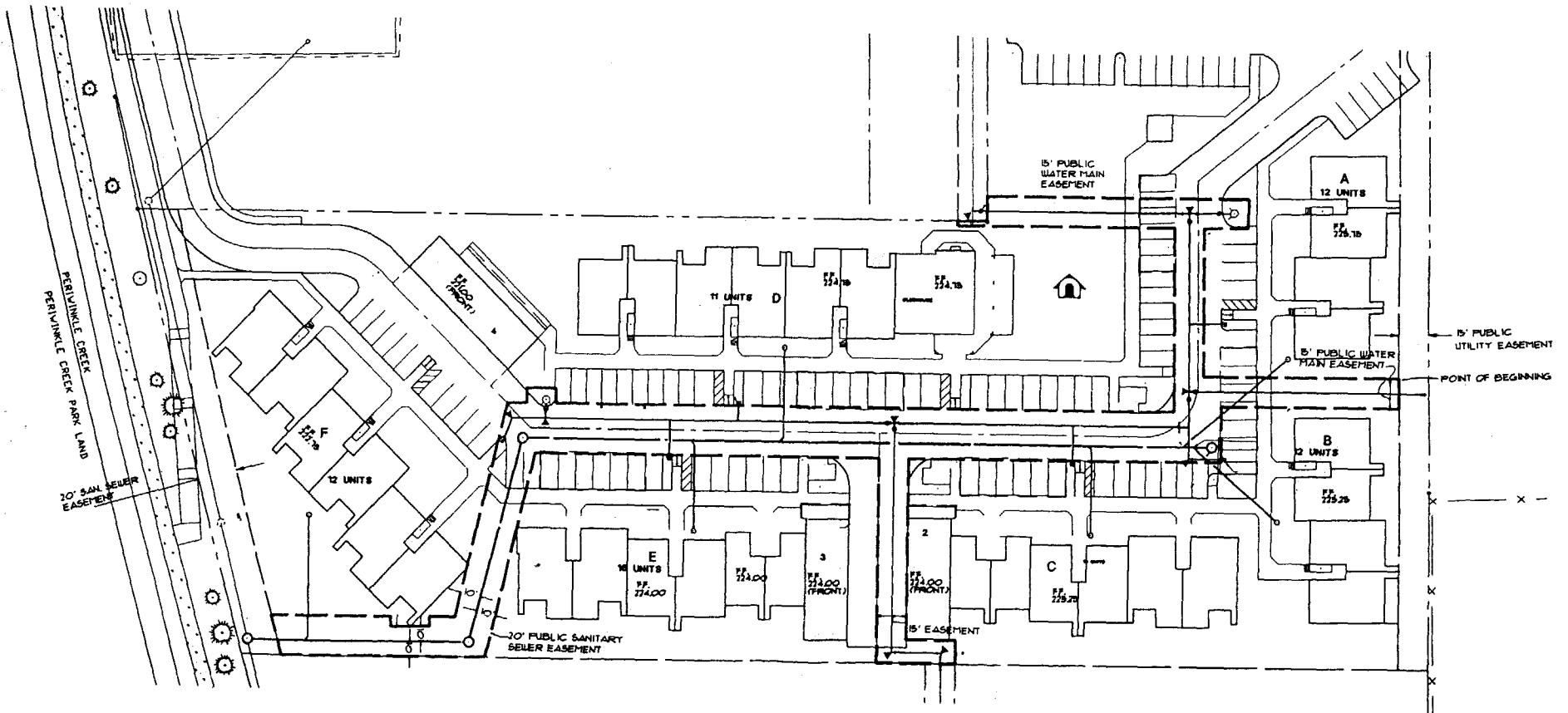
The foregoing instrument was acknowledged before me this 28th day of June, 1995, by Walter C. Bowen, president, and by ~~Steven L. Gish~~ James W. Ekberg secretary, of Northwest Affordable Housing, an Oregon corporation, on behalf of the corporation.



[Signature]
 Notary Public for Oregon

My Commission Expires: 8-8-95





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CITY OF ALBANY, OREGON
 PUBLIC WORKS DEPARTMENT
 ENGINEERING/UTILITIES DIVISION

EXHIBIT A:
 PUBLIC UTILITY EASEMENT FROM
 BROOKLAWN APARTMENTS LTD PTNP
 TO THE
 CITY OF ALBANY, OREGON
 DRAWING NOT TO SCALE MAY 1995

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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 Sm, Deputy

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MF 755

PAGE 574

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Jul 11 3 15 PM '95

SIDEWALK AND BUS SHELTER EASEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 1995, by and between **Bowen Financial Services Corporation**, 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 facilities for the purpose of providing public access over, across, and through the lands hereinafter described, together with the right to construct and maintain sidewalk and bus shelter facilities, and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public facilities.

This agreement is subject to the following terms and conditions:

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

A tract of land situated in the southwest quarter of Section 8, Township 11 South, Range 3 West of the Willamette Meridian, in the City of Albany, Linn County, Oregon, more particularly described as follows:

Commencing at the centerline intersection of Geary Street and Queen Avenue; thence along the centerline of Queen Avenue North $88^{\circ} 56' 10''$ East 1,035.64 feet; thence South $1^{\circ} 03' 50''$ East 35.00 feet to a point on the southerly right-of-way line of Queen Avenue; thence along said southerly right-of-way line North $88^{\circ} 56' 10''$ East 52.00 feet to the **True Point of Beginning** of this description; thence along last said line North $88^{\circ} 56' 10''$ East 12.00 feet; thence South $1^{\circ} 03' 50''$ East 8.00 feet; thence South $88^{\circ} 56' 10''$ West 12.00 feet; thence North $1^{\circ} 03' 50''$ West 8.00 feet to the **True Point of Beginning**.

Said tract containing 96 square feet, more or less.

Bearing of this description are based on Partition Plat No. 1993-66 as recorded in Linn County Survey Records.

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 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.

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

GRANTOR:

Bowen Financial Services Corporation

By: [Signature]
President

By: [Signature]
Secretary

STATE OF OREGON)
County of ~~Linn~~ Multnomah
City of ~~Albany~~ Portland

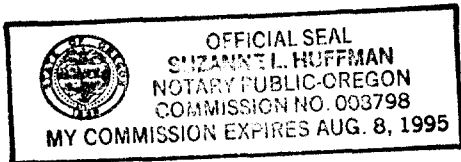
The foregoing instrument was acknowledged before me this 20th day of June, 1995 by Walter C. Bowen, president, and by ~~Steven L. Ekberg~~ James W. Ekberg, secretary, of Bowen Financial Services Corporation, an Oregon corporation, on behalf of the corporation.

[Signature]
Notary Public for Oregon

My Commission Expires: 8.8.95

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File: SI-94-17



CITY OF ALBANY:

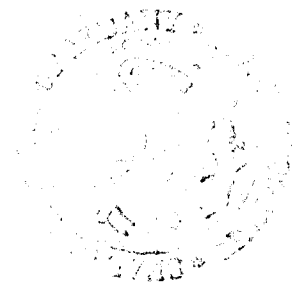
STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 3530 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 28th day of June, 1995.

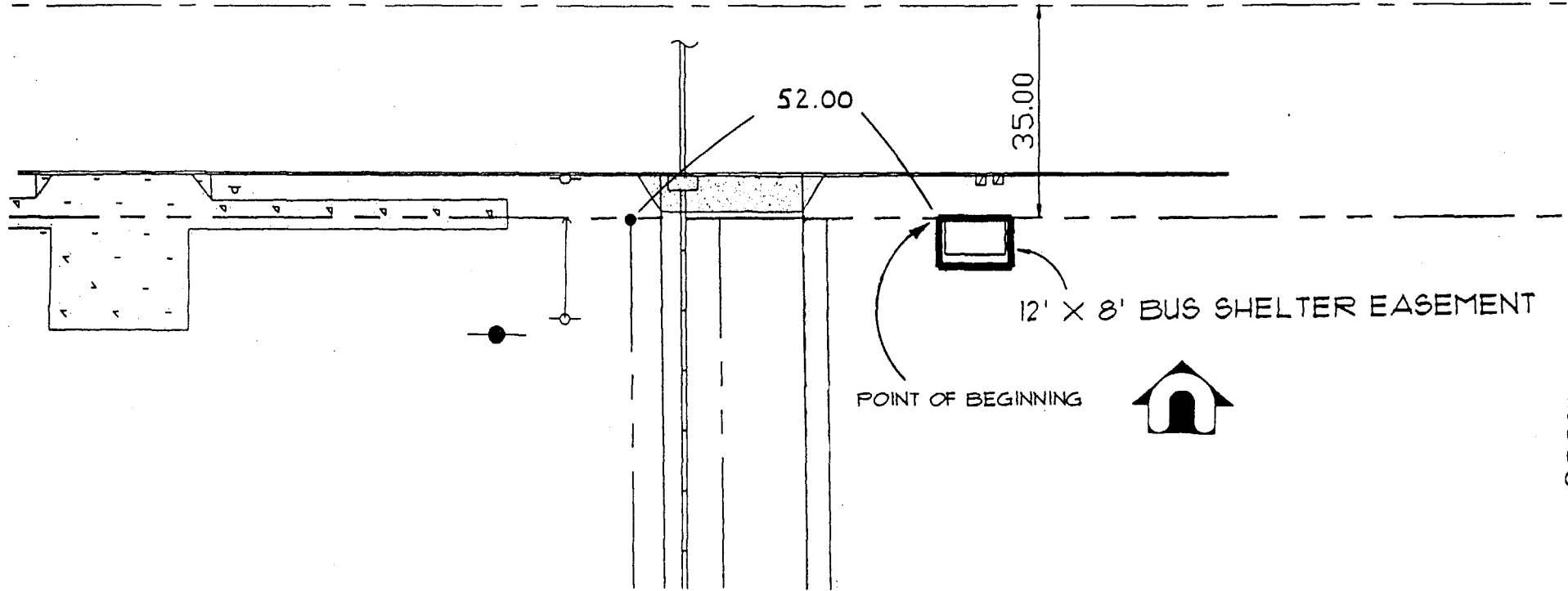
[Signature]
City Manager

ATTEST:

[Signature]
City Recorder (Deputy)



QUEEN AVENUE



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CITY OF ALBANY, OREGON
PUBLIC WORKS DEPARTMENT
ENGINEERING/UTILITIES DIVISION

EXHIBIT A:

SIDEWALK & BUS SHELTER EASEMENT FROM
BOWEN FINANCIAL SERVICES CORPORATION
TO THE
CITY OF ALBANY, OREGON

DRAWING NOT TO SCALE

MAY 1995

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 me, Deputy

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RTS
S/D Jul 11 3 15 PM '95 ²⁵

Resolution No. 3530

Recorded Documents Recorder Files No.

2620 Brooklawn

2619 Bowen