

RESOLUTION NO. 4895

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Powell-Albany LLC

Purpose

A 15.0 foot wide permanent utility easement described in the attached legal description labeled EXHIBIT "A" and shown on the attached map labeled EXHIBIT "B".

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage by the Council and approval by the Mayor.

DATED AND EFFECTIVE THIS 24TH DAY OF SEPTEMBER 2003.



Mayor

ATTEST:



City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 22ND day of AUGUST, 2003 by and between Powell-Albany-LLC, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer 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 consists of:

A 15.0 foot wide permanent utility easement described in the attached legal description labeled "EXHIBIT A" and shown on the attached map labeled "EXHIBIT 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 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.
4. Upon performing any maintenance, the City shall return the site to original or better condition.
5. No permanent structure shall be constructed by Grantor on this easement.

*Return to: City of Albany
PO Box 490
Albany, OR 97321*

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

GRANTOR:

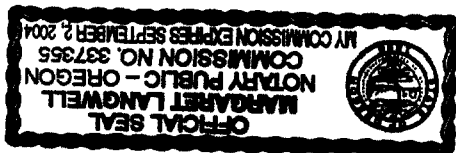
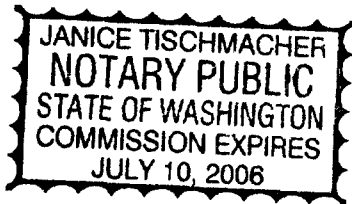
[Signature]
Powell-Albany-LLC

Peter W. Powell Manager
Name Title

WASHINGTON)
STATE OF OREGON)
County of ~~Linn~~ King)
City of ~~Albany~~ Kirkland

The foregoing instrument was acknowledged before me by Peter W. Powell this 22nd day of August, 2003 by voluntary act and deed.

Janice Tischmacher
Notary Public for Oregon Washington
My Commission Expires: 7.10.06



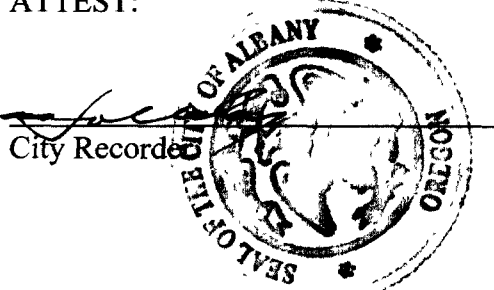
CITY OF ALBANY

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4895, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 24 Day of September, 2003

[Signature]
City Manager

ATTEST:



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

The foregoing instrument was acknowledge before me by Cory Heluday this 25-day of September, 2003 by voluntary act and deed.

Margaret Langwell
Notary Public for Oregon
My Commission Expires: Sept. 2, 2004

EXHIBIT "A"

A 15' wide sanitary sewer easement lying 7.5 feet on either side of the following described centerline:

All exterior lines of said easement shall terminate at the intersection with their respective property line reference.

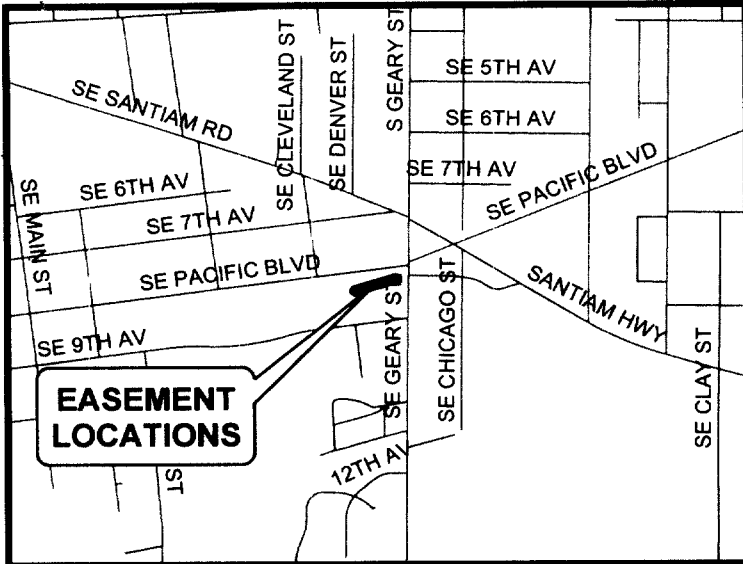
Commencing at the Southwest corner of that certain tract of land described in Volume 1135. Page 870 of Linn county deed records, said corner also lying on the northerly right of way line of Ninth Avenue, thence North $08^{\circ}53'00''$ West 138.26 feet along the west line of said tract to the **True point of Beginning**; thence leaving said west line North $71^{\circ}44'42''$ East 255.77 feet more or less to this centerlines terminus point, lying on the westerly right of way line of Geary Street. **As shown on the attached map labeled Exhibit "B"**.



Leonard L. Smith



RENEWAL 6/30/2004



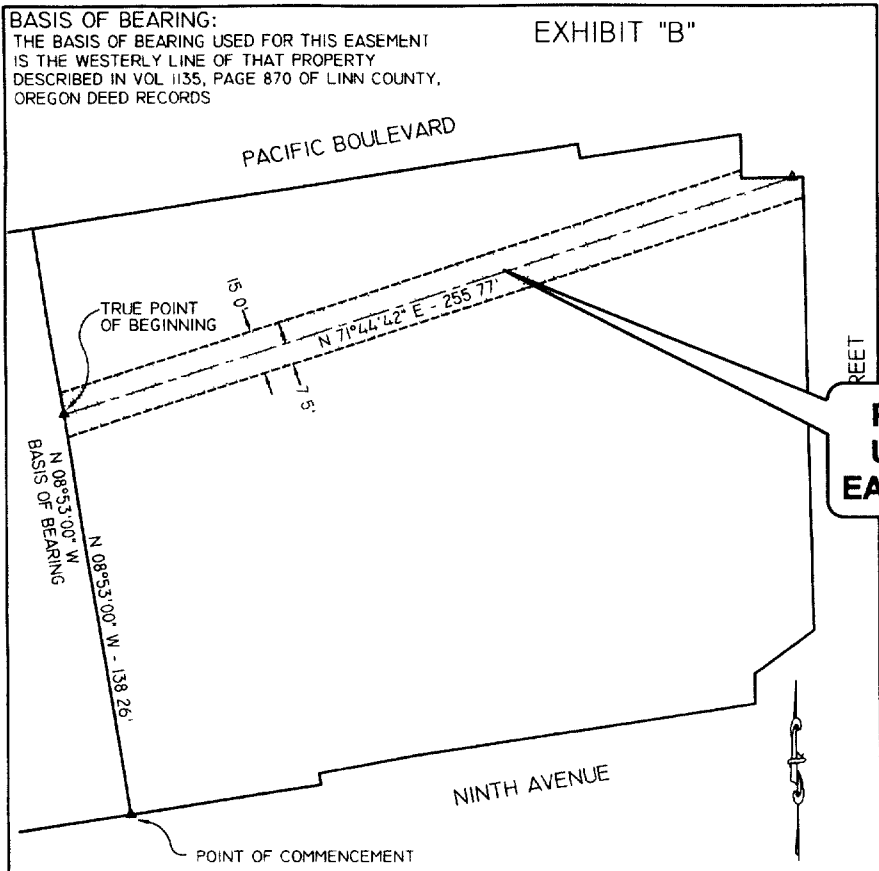
VICINITY MAP

**Powell-Albany LLC
Walgreens**

**11S03W08BB05200
1700 Pacific Blvd SE
City of Albany
Linn Co., OR**

**15-foot wide
Public Utility Easement**

**SITE CONSTRAINTS REDUCED
THE EASEMENT WIDTH FROM THE
STANDARD 20 FEET TO 15 FEET.**



BASIS OF BEARING:
THE BASIS OF BEARING USED FOR THIS EASEMENT
IS THE WESTERLY LINE OF THAT PROPERTY
DESCRIBED IN VOL 1135, PAGE 870 OF LINN COUNTY,
OREGON DEED RECORDS

EXHIBIT "B"

NOT TO SCALE

<p>REGISTERED PROFESSIONAL LAND SURVEYOR</p> <p><i>Leonard L. Smith</i></p> <p>OREGON SEPTEMBER 23, 1977 LEONARD L. SMITH 1325</p> <p>RENEWAL 6/30/2004</p>	<p>PacWest</p> <p>ENGINEERING 1530 NINTH AVE SE TEL 1 888 926 7634 ALBANY, OR 97321 FAX 541-926-7539</p>		PROJECT 02-027
	CLIENT POWELL DEVELOPMENT		DRAWING NO BASE2 DWG
DRAWN M RUETTGERS	FIELD N/A	DATE 8/08/03	SCALE N/A
CALC'D M RUETTGERS	CHECKED L SMITH	PAGE OF 1 1	

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

M
R 20
S 10
A 11
O

MF 1495

By SW, Deputy PAGE 503

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2003 SEP 30 P 2: 26

Resolution No. 4895

Recorded Document Recorder File 4320