

RESOLUTION NO. 5391

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

A variable width storm drainage easement to convey storm drainage from Grand Prairie Road across the LDS site to Periwinkle Creek.

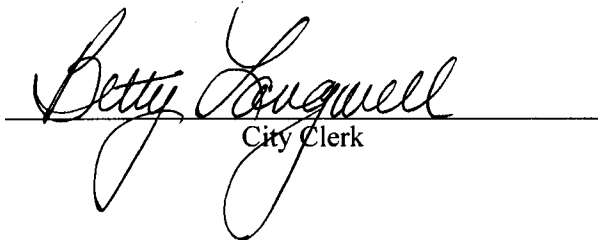
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement; and

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 28TH DAY OF FEBRUARY 2007.


Mayor

ATTEST:


City Clerk

EASEMENT FOR PUBLIC UTILITIES

CPB# 593-1072

THIS AGREEMENT, made and entered into this 6 day of March, 2007, by and between Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole., hereinafter 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, 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:

See legal description on attached Exhibit A and maps on attached Exhibit B and Exhibit C.

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 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.
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 Grantor has hereunto fixed their hand and seal the day and year written below.

GRANTOR:

Terry F. Rudd

Terry F. Rudd

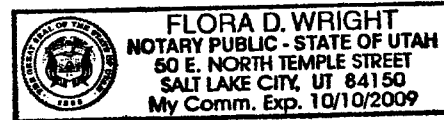
Authorized Agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.



STATE OF UTAH)
County of SALT LAKE) ss.
City of SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of JANUARY, 2008, by Terry F. Rudd, authorized agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Flora D. Wright
Notary Public for Utah
My Commission Expires: AUG 10, 2009



CITY OF ALBANY:

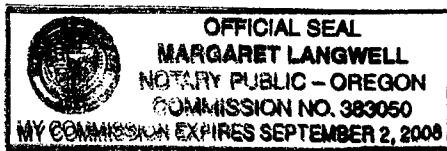
STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Wes Hare as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 5391, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 6th day of March 2008.

Wes Hare
City Manager

ATTEST:

Margaret Langwell
City Clerk



ANDY PARIS & ASSOCIATES, INC.

Registered Professional Land Surveyors

16057 S.W. Boones Ferry Road

Lake Oswego, Oregon 97035

Ph: (503)-636-3341 Fax: (503) 636-0477

PROPERTY DESCRIPTION: A portion of Parcel 3, Volume 1681, Page 744

DATE: February 17, 2006

JOB NO: 04181

FOR: Church of Jesus Christ-Latter Day Saints

LOCATION: Grand Prairie Road

Public storm drainage easement- Parcel 3

FOR USE ON LEGAL INSTRUMENT

EXHIBIT "A"

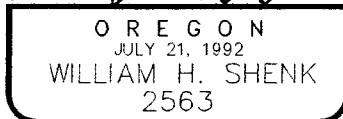
That portion of a tract of land described by deed as Parcel 3 in Volume 1681, Page 744, Linn County Deed Records, situated in the East one-half of Section 17, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, being more particularly described as follows:

Commencing at a 5/8 inch iron rod on the southerly right-of-way line of Grand Prairie Road, which bears South 00°00'00" West, a distance of 369.46 feet; South 65°55'00" East, a distance of 146.47 feet, and South 13°02'41" West, a distance of 30.57 feet, from a 3-1/4" aluminum cap monument at the Southwest corner of said Anderson Cox Donation Land Claim No. 49, said 5/8 inch iron rod is also at the North-most corner of that tract of land described by deed as Parcel 3 in Volume 1681, Page 744, Linn County Deed Records; thence continuing South 13°02'41" West, along the Westerly line of said Parcel 3, a distance of 10.19 feet to the **True Point of Beginning** of the herein described easement; thence leaving said Westerly line, South 65°55'00" East, parallel with and 40.00 feet from (when measured at right angles) the centerline of Grand Prairie Road, a distance of 40.75 feet; thence South 13°02'41" West, a distance of 248.34 feet; thence South 24°05'15" West, a distance of 81.64 feet; thence South 34°10'11" West, a distance of 126.80 feet to the Southerly line of said Parcel 3; thence North 36°21'00" West, along said Southerly line, a distance of 46.82 feet to an interior angle corner thereof; thence North 53°50'55" West, a distance of 5.86 feet; thence leaving said Southerly line, North 34°10'11" East, a distance of 128.94 feet to the Southerly line of that tract of land described by deed in Volume 216, Page 682, Linn County Deed Records; thence South 66°00'00" East, along said Southerly line, a distance of 16.10 feet to the Southeast corner thereof; thence North 13°02'41" East, along the Easterly line of said tract, a distance of 304.55 feet to the **True Point of Beginning** .

Containing 18,847 Square feet, more or less.



A handwritten signature in cursive script, appearing to read "William H. Shenk".



EXPIRES: JUNE 30, 2006

EXHIBIT B

BY:
ANDY PARIS AND ASSOCIATES, INC.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR A PUBLIC STORM DRAINAGE EASEMENT
ON PARCEL 3 OF
VOLUME 1681, PAGE 744

CITY OF ALBANY
LINN COUNTY, OREGON
FEBRUARY 17, 2006

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 21, 1992
WILLIAM H. SHENK
2563
EXPIRES : JUNE 30, 2006

PREPARED BY:
ANDY PARIS AND ASSOCIATES, INC.
16057 BOONES FERRY ROAD
LAKE OSWEGON, OREGON 97035
PH: 503-636-3341

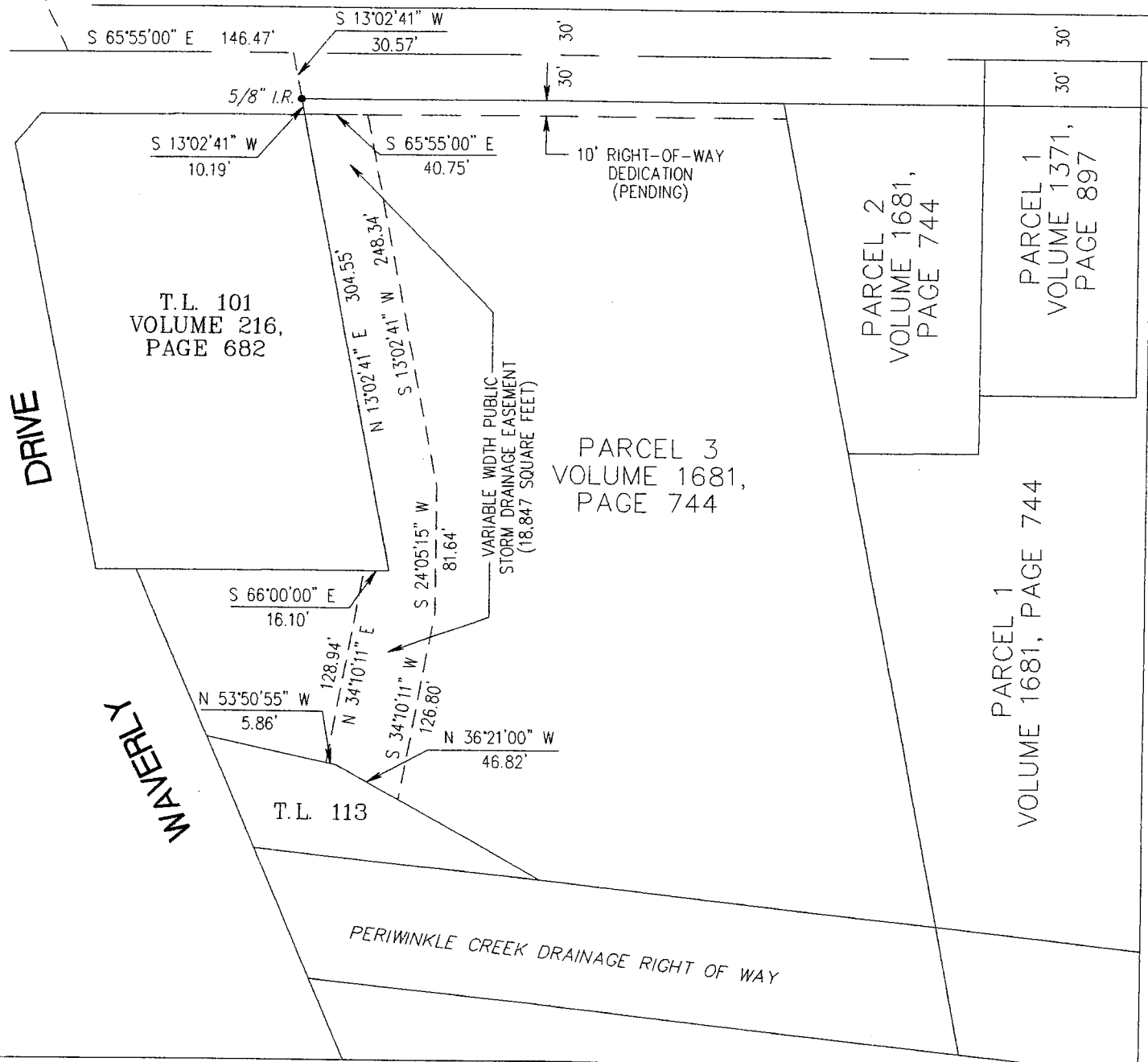


SCALE 1" = 100'

3-1/4" ALUMINUM CAP
S.W. COR. DLC NO. 49

S 00°00'00" W
369.46'

GRAND PRAIRIE ROAD



S 65°55'00" E 146.47'

S 13°02'41" W 30.57'

30'

30'

5/8" I.R.

S 13°02'41" W 10.19'

S 65°55'00" E 40.75'

10' RIGHT-OF-WAY DEDICATION (PENDING)

30'

PARCEL 2
VOLUME 1681,
PAGE 744

PARCEL 1
VOLUME 1371,
PAGE 897

DRIVE

T.L. 101
VOLUME 216,
PAGE 682

VARIABLE WIDTH PUBLIC
STORM DRAINAGE EASEMENT
(18,847 SQUARE FEET)

PARCEL 3
VOLUME 1681,
PAGE 744

WAVERLY

S 66°00'00" E 16.10'

S 24°05'15" W 81.64'

N 53°50'55" W 5.86'

N 34°10'11" E 128.94'

N 34°10'11" W 126.80'

N 36°21'00" W 46.82'

T.L. 113

PARCEL 1
VOLUME 1681, PAGE 744

PERIWINKLE CREEK DRAINAGE RIGHT OF WAY

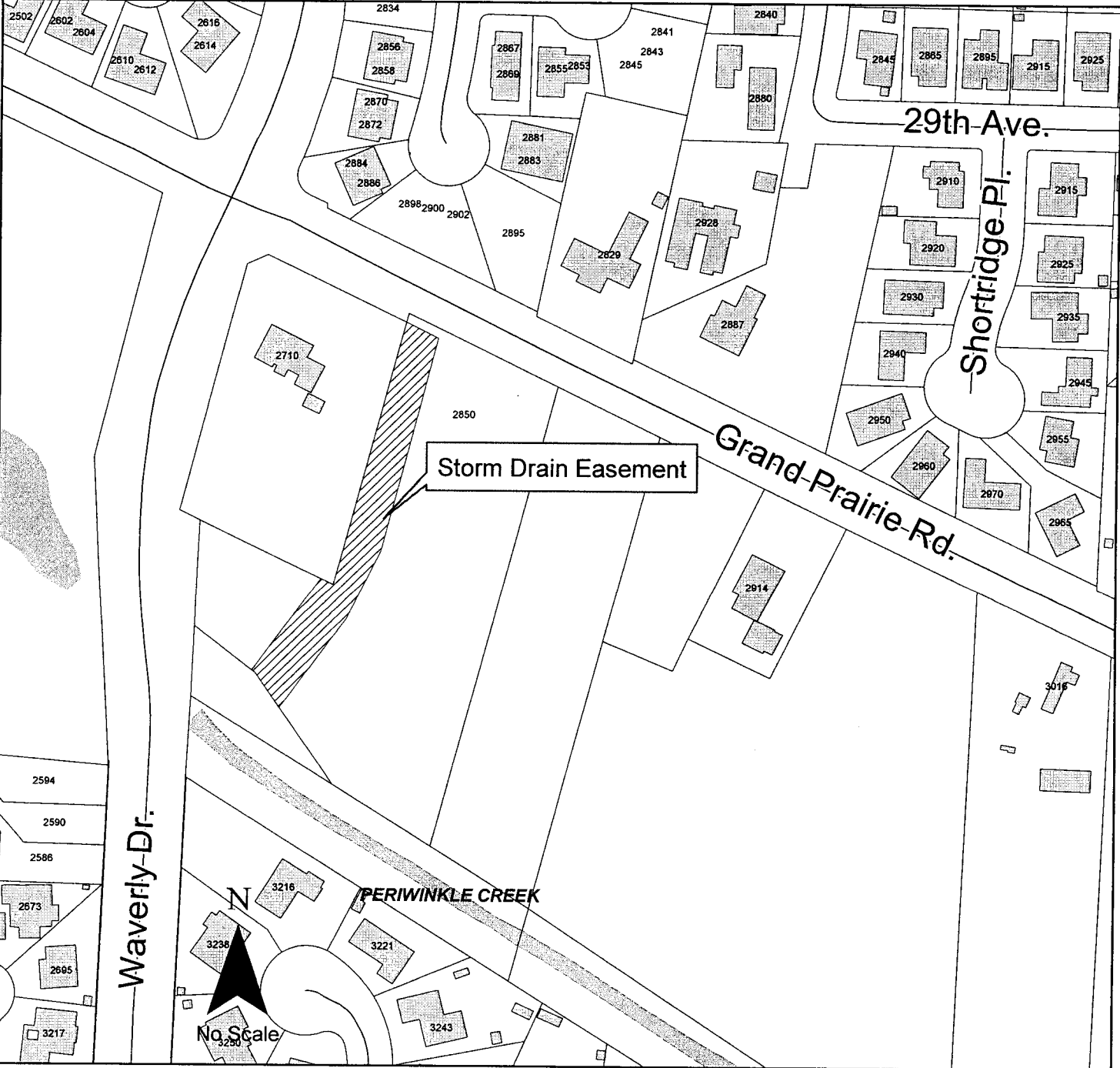
EXHIBIT C

11SO3W17D 00102

A variable width storm drainage easement to convey storm drainage from Grand Prairie Road across the LDS site to Periwinkle Creek.



Geographic Information Services



LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY, OREGON
E-UT
Cnt=1 Stn=1 COUNTER 03/22/2007 03:49:59 PM
\$35.00 \$11.00 \$10.00
\$56.00



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:

NA _____

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

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole.

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

\$1.00

Resolution No. 5391

Recorded Document Recorder File No. 4883