

RESOLUTION NO. 6032

A RESOLUTION ACCEPTING THE FOLLOWING FRANCHISED UTILITY EASEMENT:

Grantor

The First Church of God, Albany, Oregon, an Oregon Nonprofit Corporation

Purpose

A 10-foot wide franchised utility easement on the south side of Hickory Street right-of-way as required by a condition of approval for Blossom Crossing subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this franchised utility easement.

DATED AND EFFECTIVE THIS 13TH DAY OF JULY 2011.



Mayor

ATTEST:




Deputy City Clerk

EASEMENT FOR FRANCHISED PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between **First Church of God, Albany, Oregon, an Oregon nonprofit corporation**, 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 and Utility Companies with Franchise Agreements with the City, 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 franchised utilities 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 map on attached Exhibit B and Exhibit C.
2. The permanent easement described herein grants to the City and its franchised utility companies, and to their 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 Utility Company performing the maintenance 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: First Church of God, Albany, Oregon, an Oregon nonprofit corporation

By: Connie Shrout
_____, President

STATE OF OREGON)
County of Linn) ss.

Personally appeared the above named Connie Shrout, President of the Board of Trustees of the First Church of God, Albany, Oregon, an Oregon nonprofit corporation, as its duly authorized officer, and acknowledged the foregoing instrument to be its voluntary act and deed, before me this 2nd day of June, 2011.

Betty M. Fears
Notary Public for Oregon
My Commission Expires: July 16, 2013



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 _____, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this _____ day of _____ 2011.

City Manager

ATTEST:

City Clerk

EXHIBIT "A"

Franchise Utility Easement Description
(Over a Portion of the First Church of God Tract)

A 10.00 foot wide strip of land for easement purposes located over a portion of that FRIST CHURCH OF GOD, ALBANY, OREGON Tract (hereinafter referred to as "Church Tract") described by deed recorded in M-277431-99 in the Benton County, Oregon Deed Records, which strip being more particularly described as follows:

Beginning at a 5/8 inch rod at the intersection of the south right-of-way line of NW Hickory Place with the west right-of-way line of NW Hickory Place, which rod being South 04°10'53" West 163.59 feet from a 1 inch pipe at the northeast corner of that Griffin Tract described by deed recorded in Document No. 2010-462120 of the Benton County, Oregon Deed Records; thence North 86°01'02" West 24.78 feet to a 5/8 inch rod; thence along the arc of a 370.00 foot radius curve to the left (long chord of which bears South 81°33'19" West 159.29 feet) a distance of 160.55 feet to a 5/8 inch rod on the west line of said Church Tract; thence South 13°18'00" West, along the west line of said Church Tract, 12.17 feet; thence along the arc of a 360.00 foot radius curve to the right (long chord of which bears North 81°00'42" East 161.65 feet) a distance of 163.04 feet; thence South 86°01'02" East 24.79 feet; thence South 86°08'19" East 5.46 feet to a point on the east line of said Church Tract; thence North 00°04'28" West, along said east line, 10.02 feet to a 5/8 inch rod on the said south right-of-way line NW Hickory Place; thence North 86°08'19" West 4.76 feet to the Point of Beginning.

January 13, 2011
EASEMENT DESCRIPTION – A PORTION
OF THE FIRST CHURCH OF GOD TRACT
(04-120-K) JRB:nm

File Ref: titan\projects\2004\04-120-K\surveying\documents\church as grantor\Church of God easement desc.doc

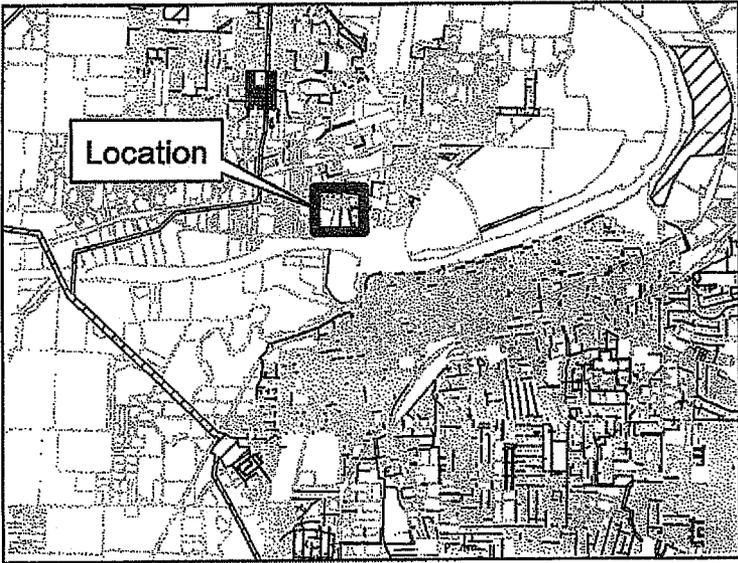


RENEWAL DATE 12/31/11

EXHIBIT C

11S04W01DB00100

A 10-foot wide franchise utility easement on the south side of a future right-of-way as required by a condition of approval for Blossom Crossing subdivision.



Geographic Information Services

