

RESOLUTION NO. 2519

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

| <u>Grantor</u>               | <u>Purpose</u>   |
|------------------------------|--|
| St. Peter's Episcopal Church | 10' Sanitary Sewer easement off of Umatilla (see attached legal) |

DATED this 19th day of December, 1984.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

## EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of Dec 1984, by and between St. Peter's Episcopal Parish, Albany, herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City."

WITNESSETH:

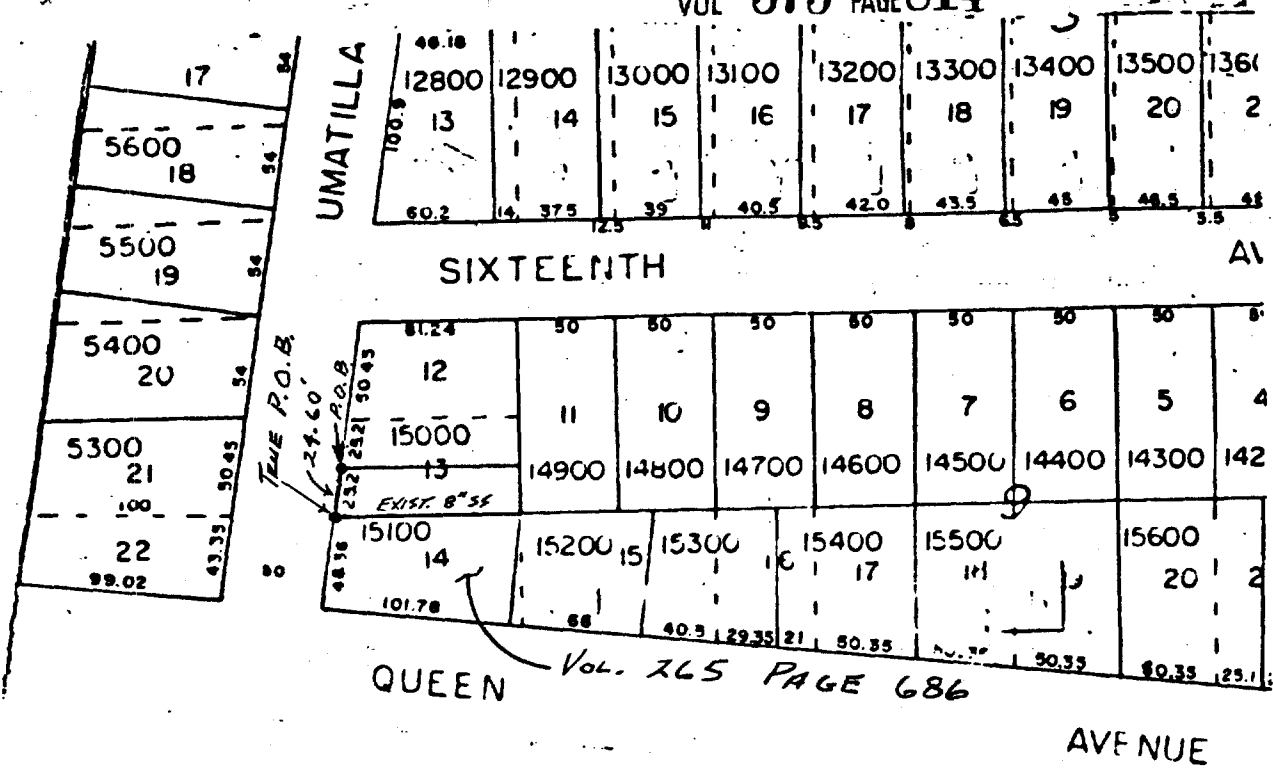
That for and in consideration of the total compensation to be paid by the City, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter 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 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:
  - a. a permanent easement which covers a strip of land 10 feet in width for the purpose of maintenance over the property described herein.
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 maintenance and repair purposes.
3. The land affected by this agreement is located in the County of Linn, State of Oregon; and is a portion of the tract as shown on the attached drawing, marked "Exhibit A," which is herewith made a part of this agreement.
4. 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 approval of Conditional Use CU-10-84
5. 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.
6. 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.

7. Prior to construction of any structure upon the easement, the grantor will reconstruct such portions of the existing sanitary sewer as required by the City. The grantor shall bear the full cost of such reconstruction. The reconstructed sewer shall be inspected and approved by the City prior to construction of any structure upon the easement.
8. When, in the City's opinion, major reconstruction of the sewer line on the grantor's property is required, the City shall notify the grantor in writing of the need for the major reconstruction and the time which will be allowed for said reconstruction. Major reconstruction shall mean replacement or realignment of any or all of the sanitary sewer on the grantor's property. Routine maintenance such as cleaning, root removal, and grouting of the public sewer is not intended to be included as part of major reconstruction and such activities shall continue to be performed by the City. Upon receipt of notification, and within the time allowed, the grantor shall, at his own expense, accomplish such reconstruction as the City has deemed necessary. If, in the opinion of the City, work is not begun in a timely manner or a situation exists which requires immediate reconstruction, the City may, using its own work force or a contractor hired by the City, reconstruct portions or all of the sewer line. The costs for such reconstruction, including labor, materials, equipment costs, and administrative costs, shall be a debt due the City and a lien upon the property and may be recovered by civil action in the name of the City against the property owner.
9. The grantor, at the grantor's cost shall enter, defend, and indemnify the City and its employees, and hold them harmless from and against all claims of liability of any type to any person, arising out of or in connection with reconstruction of said sanitary sewer.

11-4W-12DB



DESCRIPTION

A 10 foot wide sanitary sewer 5 feet on either side of a center line described as follows:

Beginning at the northwest corner of the parcel described in Volume 265, Page 686 in deed records of Linn County, Oregon; thence south along west property line of said parcel to the true point of beginning (the intersection of the west property line of said parcel and the existing 8" sanitary sewer line); thence east along the existing 8" sanitary sewer line (center line) to the east property line of said parcel and there terminating.

St. Peter's Episcopal Parish  
 and  
 City of Albany

Exhibit 'A'

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

John George Mast  
Senior Warden.

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

On this 2<sup>ND</sup> day of December, 1984 personally appeared the above named JOHN GEORGE MAST and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 2<sup>ND</sup> day of December, 1984

[Signature]  
Notary Public for Oregon  
My Commission Expires: 12/12/87

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

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2519, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: December 19, 1984, 1984.

CITY OF ALBANY, OREGON

William B Barrons  
City Manager

[Signature]  
City Recorder

571110

January 16, 1985

STATE OF OREGON  
County of Linn

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

Volume: MF375 Page: 812

At 8:30 O'clock a.m. <sup>1600</sup>  
[Signature]  
DEL W. RILEY  
Linn County Clerk

By [Signature], Deputy

City of Albany  
P.O. Box 490  
Albany, Ore 97321

Resolution No. 2519

Recorded Document Recorder File No. 1652