

RESOLUTION NO. 2683

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

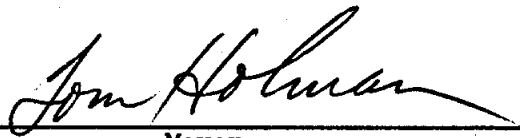
Grantor

Clifton and Irene H. Green

Purpose

a 10-foot wide easement situated over an existing sanitary sewer located in the northwest corner of Block 62, City of Albany, Linn County, Oregon.

DATED this 13th day of May, 1987.



Mayor

ATTEST:



City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 21 day of March, 1987, by and between Clifton L. and Irene H. Green 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 service 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, undergrowth 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 consist of:

A 10-foot wide easement centered on the following described line and as shown on the attached drawing labeled Exhibit A:
Beginning at the northwest corner of Block 62, City of Albany, Section 12, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence southeasterly, 109.5 feet to the true point of beginning; thence northeasterly, parallel to the north line of said block, 69.93 feet to the terminus of the herein described easement.

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 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 SP-15-87

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. The Grantors and the City acknowledge that, as of the date of Grantor signature on this easement document, a structure exists on the public utility easement described herein. The existing structure is located on the public utility easement as shown on the attached EXHIBIT A. Neither additional permanent structures nor additions to the existing structure may be constructed on the public utility easement. If the existing structure is removed from its location shown in EXHIBIT A, no permanent structure may be reconstructed in its place.
7. When, in the City's opinion, it is necessary to reconstruct those public utilities that are located in that portion of the easement described herein that is under the existing structure shown in EXHIBIT A, the City shall notify the property owner 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 public utilities on the grantor's property that are located in that portion of the easement described herein that is under the existing structure shown in EXHIBIT A. Routine maintenance such as cleaning, root removal, and grouting of the public utilities 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 property owner 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 public utilities. 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. The property owner, at the property owner'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 either the existing public utilities or reconstruction of existing public utilities.

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

Clifton L. Green
Mrs. Clifton L. Green

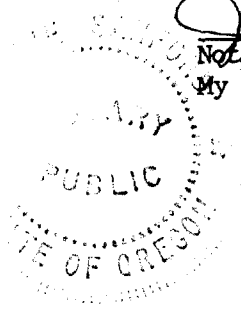
STATE OF OREGON)
County of Linn) ss.
City of Albany)

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

The foregoing instrument was acknowledged before me this 27 day of APRIL, 1987 by grantor(s) as his/her/their voluntary act and deed.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2683, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this ___ day of May 14, 1987.

Julius [Signature]
Notary Public for Oregon
My Commission Expires: 12-18-89



CITY OF ALBANY, OREGON

William Barrons
City Manager

[Signature]
City Recorder



CS 5688

BL 62

C.S. 5688

M. L. JOHNSON

IN BL. 62, ALBANY, OREGON

Scale: 1" = 50'

August 6, 1957

ORRIS A. CARNEGIE
DEP. CO. SURVEYOR

VOL 443 PAGE 395

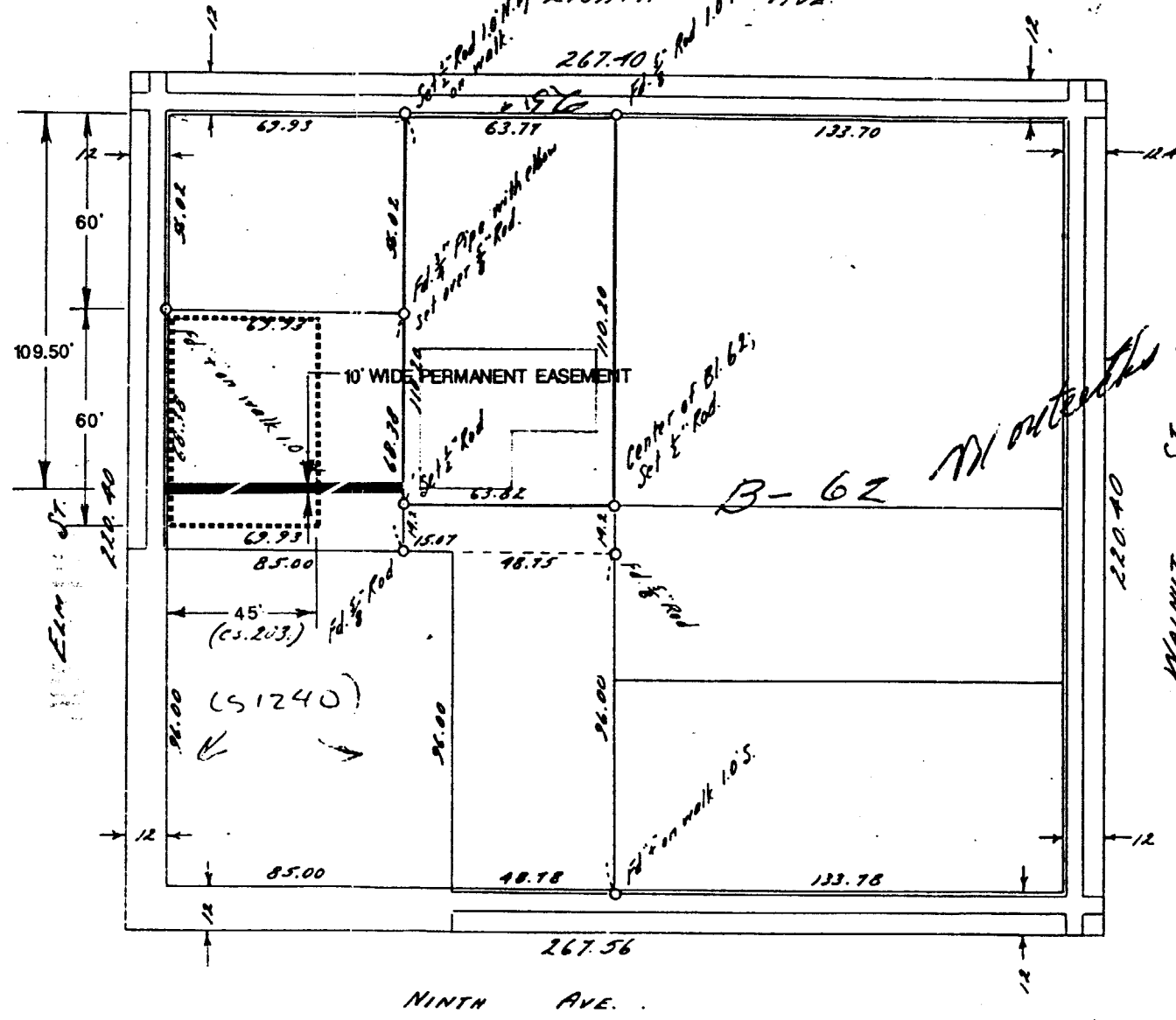


EXHIBIT "A"



REGISTERED
OREGON
LAND SURVEYOR

Orris A. Carnegie

MAY 9 1957
ORRIS A. CARNEGIE
213

Printed & Filed 8-8-57.....

+

16⁰⁰

MAY 27 1 12 PM '87

STATE OF OREGON
County of Linn

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

Volume: MF 443 Page: 392

STEVE DRUCKENMILLER
Linn County Clerk

By *Sty*, Deputy

Albany City of

Resolution No. 2683

Recorded Document Recorder File No. 1897