

RESOLUTION NO. 2827

BE IT RESOLVED BY THE ALBANY CITY COUNCIL that it does hereby accept the following easements and right-of-way dedications required for the construction of SS-88-1, Queen Avenue Sanitary Sewer Local Improvement District:

The following easements and right-of-way dedications are located on the south side of East Queen Avenue between Waverly Drive and Clay Street.

<u>Grantor</u>	<u>Purpose</u>
Schrock, Loren E. and Diane	5' Right-of-Way Dedication, 10' Permanent & 5' Temporary Construction Easements
Volz, Lucille L.	5' Right-of-Way Dedication, 10' Permanent & 5' Temporary Construction Easements
Tripp, Rodney W. and Russell W.	10' Permanent & 5' Temporary Construction Easements
Ripplinger, Frank l. & Evelyn C.	10' Permanent & 5' Temporary Construction Easements
Harris, Norma L.	10' Permanent & 5' Temporary Construction Easements
Madden, Thomas L.	10' Permanent & 5' Temporary Construction Easements
Curtis, William C.	10' Permanent & 5' Temporary Construction Easements
D.C. Investors	10' Permanent & 5' Temporary Construction Easements
D.C. Investors	10' Permanent & 5' Temporary Construction Easements
Fendrick, Richard A. and Sherri D.	10' x 10' Permanent & Temporary Construction Easements

DATED this 26 day of October, 1988.

ATTEST:

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

  
\_\_\_\_\_  
Mayor

## DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS, that Loren E. Schrock and Diane E. Schrock, husband and wife, hereinafter referred to as the "Grantors", do hereby dedicate to the City of Albany, hereinafter referred to as the "City", for street and utility right-of-way purposes, all that real property situated in Linn County, State of Oregon, described as follows:

A five-foot wide strip of land more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a 5/8 inch iron bar on the South right-of-way line of East Queen Avenue in Section 8, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon, which bears North 88° 41' East along the centerline of said avenue 1897.77 feet and South 0° 44' East 30 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, said point of beginning being the Northwest corner of the tract of land described in deed to Ennis Allard, et al recorded August 18, 1967 in Deed Book 325, page 525; thence along the west line of said tract South 0° 40' East, 5.00 feet; thence South 88° 41' West parallel with said south right-of-way, 160 feet to a point on the east line of that parcel conveyed to Rodney W. and Russell W. Tripp in Linn County Microfilm Deed Records Volume 367, Page 70; thence North 0° 40' West along said east line of the Tripp parcel, 5.00 feet to a point on said south right-of-way line; thence North 88° 41' East along said south right-of-way line, 160 feet to the point of beginning; containing 0.018 acres, more or less.

The City does hereby covenant with the Grantors that they accept said right-of-way subject to all easements, conditions, covenants and restrictions of record and that no warranties have been made by Grantors to City of any kind, nature, or description.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00.

IN WITNESS WHEREOF, the Grantors has hereunto affixed their signature this 15 day of September 1988.

Loren E. Schrock  
Loren E. Schrock

STATE OF OREGON )  
                          ) ss.  
COUNTY OF LINN )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 1988, by Grantor as his/her voluntary act and deed.

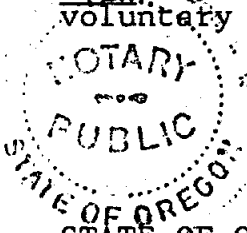


Rob K Allen  
Notary Public for Oregon  
My Commission expires: 1-22-89

Diane E. Schrock  
Diane E. Schrock

STATE OF OREGON )  
                          ) ss.  
COUNTY OF LINN )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 1988, by Grantor as his/her voluntary act and deed.



Rob K Allen  
Notary Public for Oregon  
My Commission expires: 1-22-89

STATE OF OREGON )  
                          ) ss.  
COUNTY OF LINN )

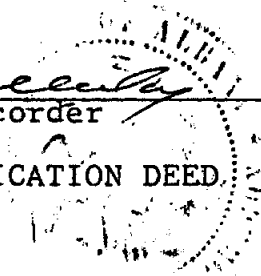
I, William B. Barrons, as City Manger of the City of Albany, Oregon, pursuant to Resolution Number 2827, do hereby accept on behalf of the City of Albany, the above deed pursuant to the terms thereof this 27th day of October, 1988.

CITY OF ALBANY, OREGON

By: William B. Barrons  
City Manager

[Signature]  
City Recorder

2 - DEDICATION DEED



ALBAI  
11 3W 8D

S.E. COR. A. HACKLEMAN  
DLC NO. 62

N 88° 41' E 1897.77'

EAST QUEEN AVE.

CURB LINE

5' DEDICATED TO QUEEN AVE. R.O.W.

10' PERMANENT UTILITY EASEMENT

5' TEMPORARY CONSTRUCTION EASEMENT

N 88° 41' E 160'

TRIPP  
MF 367-70

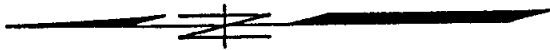
T.L. 1300  
SCHROCK  
MF 65-331

RIPPLINGER  
MF 174-103

S 0° 44' E 30' P/L

S 0° 40' E P/L

N 0° 40' W P/L



CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/28/88

EXHIBIT 'A'

Nov 3 11 39 AM '88

STATE OF OREGON  
County of Linn

I hereby certify that the attached was  
received and duly recorded by me in

STEVE DRUCKENMILLER  
Linn County Clerk

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 15 day of SEPTEMBER, 1988, by and between LOREN E. SCHROCK and DIANE E. SCHROCK, husband and wife, herein called "Grantors", and the CITY OF ALBANY, a Municipal corporation, herein called "City".

## W I T N E S S E T H :

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, an easement, 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 easement hereby granted consists of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a 5/8 inch iron bar on the South right-of-way line of East Queen Avenue in Section 8, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon, which bears North 88° 41' East along the centerline of said avenue 1897.77 feet and South 0° 44' East 30 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, said point of beginning being the Northwest corner of the tract of land described in deed to Ennis Allard, et al recorded August 18, 1967 in Deed Book 325, page 525; thence along the west line of said tract South 0° 40' East, 5.00 feet to the true point of beginning; thence along the west line of said tract South 0° 40' East, 10.00 feet; thence South 88° 41' West parallel with said south right-of-way, 160 feet to a point on the east line of that parcel conveyed to Rodney W. and Russell W. Tripp in Linn County Microfilm Deed Records Volume 367, Page 70; thence North 0° 40' West along said east line of the Tripp parcel, 10.00 feet; thence North 88° 41' East parallel to said south right-of-way line, 160 feet to the true point of beginning; containing 0.037 acres, more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a 5/8 inch iron bar on the South right-of-way line of East Queen Avenue in Section 8, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon, which bears North 88° 41' East along the centerline of said avenue 1897.77 feet and South 0° 44' East 30 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, said point of beginning being the Northwest corner of the tract of land described in deed to Ennis Allard, et al recorded August 18, 1967 in Deed Book 325, page 525; thence along the west line of said tract South 0° 40' East, 15.00 feet to the true point of beginning; thence along the west line of said tract South 0° 40' East, 5.00 feet; thence South 88° 41' West parallel with said south right-of-way, 160 feet to a point on the east line of that parcel conveyed to Rodney W. and Russell W. Tripp in Linn County Microfilm Deed Records Volume 367, Page 70; thence North 0° 40' West along said east line of the Tripp parcel, 5.00 feet; thence North 88° 41' East parallel to said south right-of-way line, 160 feet to the true point of beginning; containing 0.018 acres, more or less.

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.

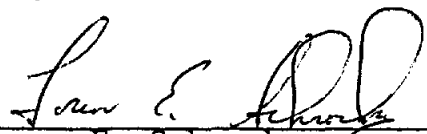
The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance purposes.

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 sum of one dollar (\$1.00) for the permanent easement; and
  - b. The additional sum of one dollar (\$1.00) for the temporary easement.
4. The City does hereby covenant with the Grantors that it accepts said easement subject to all easements, conditions,

covenants and restrictions of record and that no warranties have been made by Grantors to City of any kind, nature, or description.

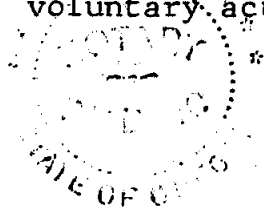
- 5. No permanent structure shall be constructed on the permanent easement. The construction of a driveway, either paved or unpaved, shall not be considered to be the construction of a permanent structure and the Grantors, or the Grantors' heirs, executors, administrators, successors and assigns shall have the right to enter upon said easement at any time for the purpose of constructing, maintaining, evaluating and/or repairing any driveway across said easement.
- 6. Upon performing any repairs or maintenance, the City shall return the real property, and all improvements located on the real property, including, but not limited to, any driveway, landscaping, shrubs, flowers and plants to original or better condition.
- 7. The City does hereby covenant with the Grantors that it shall defend, indemnify and hold the Grantors harmless from any and all claims, damages, attorney's fees and costs arising from or related to the use of the easement by the City, its successors, assigns, authorized agents, or contractors.

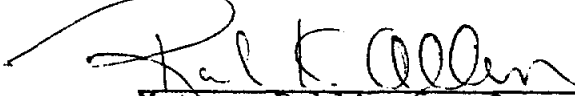
IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year above written.

  
 \_\_\_\_\_  
 Loren E. Schrock

STATE OF OREGON            )  
   ) ss.  
 COUNTY OF LINN            )

The foregoing instrument was acknowledged before me this 15th day of September, 1988, by Grantor as his/her voluntary act and deed.

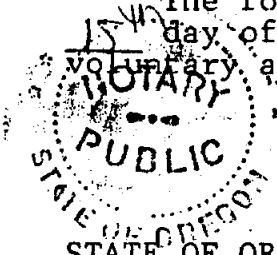


  
 \_\_\_\_\_  
 Notary Public for Oregon  
 My Commission expires: 1-22-89

*[Handwritten Signature]*  
\_\_\_\_\_  
Diane E. Schrock

STATE OF OREGON      )  
                                  ) ss.  
COUNTY OF LINN     )

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of September, 1988, by Grantor as his/her  
voluntary act and deed.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 1-22-89

STATE OF OREGON      )  
                                  ) ss.  
COUNTY OF LINN     )

I, William B. Barrons, as City Manger of the City of Albany,  
Oregon, pursuant to Resolution Number 2827, do hereby accept on  
behalf of the City of Albany, the above easement pursuant to the  
terms thereof this 27th day of October, 1988.

CITY OF ALBANY, OREGON

By: *[Handwritten Signature]*  
\_\_\_\_\_  
City Manager

*[Handwritten Signature]*  
\_\_\_\_\_  
City Recorder



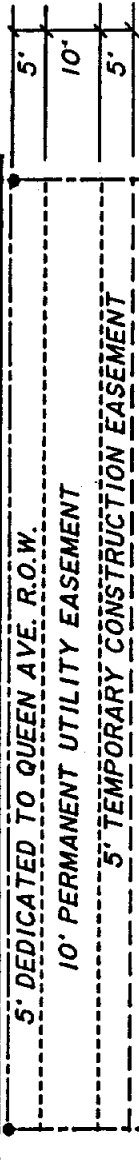
ALBA,  
11 3W 8D

S.E. COR. A. HACKLEMAN  
DLC NO. 62

N 88° 41' E 1897.77'

EAST QUEEN AVE.

CURB LINE



N 88° 41' E 160'

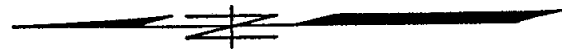
TRIPP  
MF 367-70

N 0° 40' W  
P/L

S 0° 40' E  
P/L

RIPPLINGER  
MF 174-103

T.L. 1300  
SCHROCK  
MF 65-331



CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/28/88

EXHIBIT 'A'

NOV 3 11 39 AM '88

STATE OF OREGON  
County of Linn

I hereby certify that the attached was  
received and duly recorded by me in

STEVE DRUCKENMILLER  
Linn County Clerk

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS, that Lucille L. Volz, hereinafter referred to as the Grantor, does dedicate to the City of Albany for street and utility right-of-way purposes, all that real property situated in Linn County, State of Oregon, described as follows:

A five-foot wide strip of land more particularly described as follows, and as shown on the attached drawing labeled Exhibit 'A':

A portion of the Southeast quarter of Section 8, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; beginning at a point on the South right-of-way line of East Queen Avenue which bears North 88° 41' East along the centerline of said Avenue 1651.02 feet and South 1° 57' East 30 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, said point of beginning being the Northwest corner of the tract of land described in deed to Albany Sand & Gravel Co., recorded April 16, 1962 in Deed Book 284, page 117; thence along the West line of said Albany Sand & Gravel tract South 1° 57' West, 5.00 feet; thence South 88° 41' West parallel with said south right-of-way line of East Queen Avenue, 189.86 feet more or less to a point on the east line of a 50 foot easement conveyed to the public in Linn County Deed Records Volume 288, Page 618; thence North 1° 57' West along said east easement line, 5.00 feet to the intersection of said east easement line with said south right-of-way line; thence North 88° 41' East along said south right-of-way line, 189.86 feet more or less to the point of beginning; containing 0.022 acres, more or less.

~~THE GRANTOR HEREBY RELEASES THE GRANTOR TO THE OWNER OF THE ABOVE DESCRIBED PROPERTY FREE OF ALL CLAIMS AND RESERVATIONS IN FAVOR OF THE GRANTOR AND OF ANY PERSONS WHO MAY HAVE ANY CLAIMS THEREON~~

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00.

IN WITNESS WHEREOF, the Grantor has hereunto affixed his/her/their signature this 3<sup>rd</sup> day of June, 1988.

Lucille L. Volz  
Lucille L. Volz

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 3<sup>rd</sup> day of June, 1988, 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 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27<sup>th</sup> day of October, 1988.

Beverly J. Johnson  
Notary Public for Oregon  
My Commission Expires: 2-26-89

CITY OF ALBANY, OREGON  
William B. Barrons  
City Manager  
Lucille L. Volz  
City Recorder

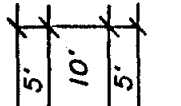
ALBANY  
11 3W 8D

S.E. COR. A. HACKLEMAN  
DLC NO. 62

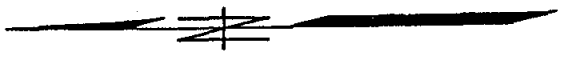
N 88° 41' E 1651.02'

EAST QUEEN AVE.

CURB LINE



5' DEDICATED TO QUEEN AVE. R.O.W.  
10' PERMANENT UTILITY EASEMENT  
5' TEMPORARY CONSTRUCTION EASEMENT  
N 88° 41' E 189.86'



N 1° 57' W

EAST EASEMENT LINE

50' EASEMENT TO  
PUBLIC MV 288-618

P/L

S 1° 57' E  
30'

S 1° 57' W

P/L

T.L. 1304  
VOLZ  
MF 421-695

TRIPP  
MF 367-70

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/28/88

EXHIBIT 'A'

Nov 3 11 39 AM '88

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of June, 1988, by and between Lucille L. Volz, 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 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 consist of:

A ten-foot wide permanent utility easement more particularly described as follows, and as shown on the attached drawing labeled Exhibit 'A':

A portion of the Southeast quarter of Section 8, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; beginning at a point on the South right-of-way line of East Queen Avenue which bears North 88° 41' East along the centerline of said Avenue 1651.02 feet and South 1° 57' East 30.00 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, said point of beginning being the Northwest corner of the tract of land described in deed to Albany Sand & Gravel Co., recorded April 16, 1962 in Deed Book 284, page 117; thence along the West line of said Albany Sand & Gravel tract South 1° 57' West, 5.00 feet to the true point of beginning; thence along the West line of said Albany Sand & Gravel tract South 1° 57' West, 10.00 feet; thence South 88° 41' West parallel with said south right-of-way line of East Queen Avenue, 189.86 feet more or less to a point on the east line of a 50 foot easement conveyed to the public in Linn County Deed Records Volume 288, Page 618; thence North 1° 57' West along said east easement line, 10.00 feet; thence North 88° 41' East parallel to said south right-of-way line, 189.86 feet more or less to the true point of beginning; containing 0.044 acres, more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows, and as shown on the attached drawing labeled Exhibit 'A':

A portion of the Southeast quarter of Section 8, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; beginning at a point

on the South right-of-way line of East Queen Avenue which bears North 88° 41' East along the centerline of said Avenue 1651.02 feet and South 1° 57' East 30.00 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, said point of beginning being the Northwest corner of the tract of land described in deed to Albany Sand & Gravel Co., recorded April 16, 1962 in Deed Book 284, page 117; thence along the West line of said Albany Sand & Gravel tract South 1° 57' West, 15.00 feet to the true point of beginning; thence along the West line of said Albany Sand & Gravel tract South 1° 57' West, 5.00 feet; thence South 88° 41' West parallel with said south right-of-way line of East Queen Avenue, 189.86 feet more or less to a point on the east line of a 50 foot easement conveyed to the public in Linn County Deed Records Volume 288, Page 618; thence North 1° 57' West along said east easement line, 5.00 feet; thence North 88° 41' East parallel to said south right-of-way line, 189.86 feet more or less to the true point of beginning; containing 0.022 acres, more or less.

- 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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollar (\$1.00) for the permanent easement; and
b. the additional sum of one dollar (\$1.00) for the temporary easement.

XXXXXX

- 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 Grantors have hereunto fixed their hands and seals the day and year above written.

Lucille L. Volz
Lucille L. Volz

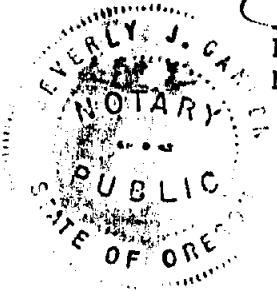
STATE OF OREGON )  
County of Linn ) ss.  
City of Albany )

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

The foregoing instrument was acknowledged before me this  
3<sup>rd</sup> day of June, 1988 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 \_\_\_\_\_, do  
hereby accept on behalf of the City of Albany, the above  
easement pursuant to the terms thereof this 27 day of  
October \_\_\_\_\_, 1988

Beverly J. Gamm  
Notary Public for Oregon  
My Commission Expires: 2-26-89



CITY OF ALBANY, OREGON

William B. Barrons  
City Manager

[Signature]  
City Recorder



ALBANY  
11 3W 8D

TRIPP  
MF 367-70

S.E. COR. A. HACKLEMAN  
DLC NO. 62

N 88° 41' E 1651.02'

EAST QUEEN AVE.

CURB LINE

5'  
10'  
5'

5' DEDICATED TO QUEEN AVE. R.O.W.

10' PERMANENT UTILITY EASEMENT

5' TEMPORARY CONSTRUCTION EASEMENT

N 88° 41' E 189.86'

S 1° 57' E  
30'

S 1° 57' W

P/L

50' EASEMENT TO  
PUBLIC MV 288-618

N 1° 57' W

EAST EASEMENT LINE

P/L

T.L. 1304  
VOLZ  
MF 421-695

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/28/88

EXHIBIT 'A'

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 13 day of Sept, 1988, by and between Rodney W. Tripp & Russell W. Tripp dba Tripp & Tripp Realtors, 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 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 consist of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning on the south line of East Queen Avenue and being North  $88^{\circ} 41'$  East (along the center line of said East Queen Avenue), 1651.02 feet and South  $1^{\circ} 57'$  East 30.0 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, Section 8 in Township 11 South, Range 3 West, of the Willamette Meridian, Linn County, Oregon; said point being at the Northeast corner of that parcel conveyed to Lucille L. Volz in Linn County Microfilm Deed Records Volume 421, Page 695; thence South  $1^{\circ} 57'$  West along the east line of said Volz parcel, 5.00 feet to the true point of beginning; thence North  $88^{\circ} 41'$  East parallel to said south right-of-way line of East Queen Avenue, 87 feet more or less to a point on the West property line of that parcel conveyed to Loren E. Schrock in Volume 65, page 331 of said Linn County Microfilm Deed Records; thence South  $0^{\circ} 40'$  East along the west line of said Schrock parcel, 10.00 feet; thence South  $88^{\circ} 41'$  West, parallel with said south right-of-way line, 87 feet more or less to a point on the east line of said Volz parcel; thence North  $1^{\circ} 57'$  East along the east line of said Volz parcel, 10.00 feet to the true point of beginning; containing 0.02 acres, more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning on the south line of East Queen Avenue and being North  $88^{\circ} 41'$  East (along the center line of said East Queen Avenue), 1651.02 feet and South  $1^{\circ} 57'$  East 30.0 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, in Township 11 South, Range 3 West, of the Willamette Meridian, Linn County, Oregon; said point being at the Northeast corner of that parcel conveyed to Lucille L. Volz in Linn County Microfilm Deed Records Volume 421, Page 695; thence South  $1^{\circ} 57'$  West along the east line of said Volz parcel, 15.00 feet to the true point of beginning; thence North  $88^{\circ} 41'$  East parallel to said south right-of-way line of East Queen Avenue, 87 feet more or less to a point on the West property line of that parcel conveyed to Loren E. Schrock in Volume 65,



page 331 of said Linn County Microfilm Deed Records; thence South 0° 40' East along the west line of said Schrock parcel, 5.00 feet; thence South 88° 41' West, parallel with said south right-of-way line, 87 feet more or less to a point on the east line of said Volz parcel; thence North 1° 57' East along the east line of said Volz parcel, 5.00 feet to the true point of beginning; containing 0.01 acres, more or less.

- 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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance purposes.

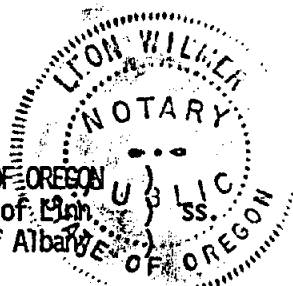
- 3. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:
  - a. the sum of one dollar (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollar (\$1.00) for the temporary easement.
- 4. The City does hereby covenant with the Grantors that they accept said easement subject to all easements, conditions, covenants, and restrictions of record and that no warranties have been made by Grantors of any kind, nature or description.
- 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 Grantors have hereunto fixed their hands and seals the day and year above written.

*Russell W. Tripp*  
 \_\_\_\_\_  
 Russell W. Tripp

*Rodney W. Tripp*  
 \_\_\_\_\_  
 Rodney W. Tripp

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



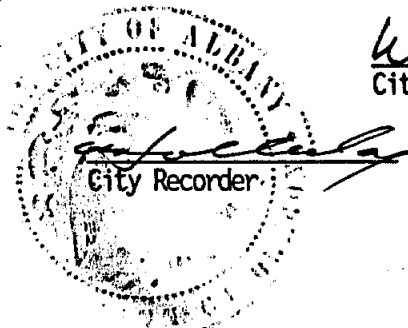
STATE OF OREGON )  
 County of Linn )  
 City of Albany )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 1988, by grantor(s) as his/her/their voluntary act and deed.

*Deon Widmer*  
 \_\_\_\_\_  
 Notary Public for Oregon  
 My Commission Expires: 5/30/89

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27<sup>th</sup> day of October, 1988

CITY OF ALBANY, OREGON  
*William B. Barrons*  
 \_\_\_\_\_  
 City Manager



ALBANY  
11 3W 8D

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/28/88

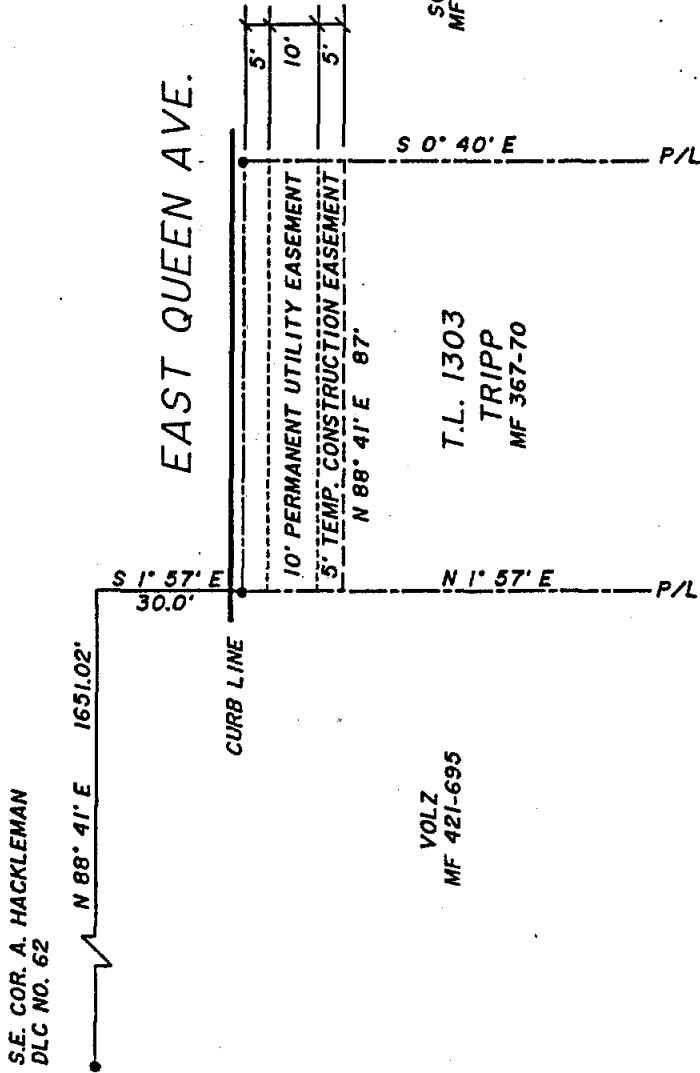


EXHIBIT 'A'

25°

Nov 3 11 39 AM '88

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 485 Page: 512

STEVE DRUCKENMILLER  
Linn County Clerk

By *[Signature]* Deputy  
City of Albany

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of May, 1988, by and between Frank L. Ripplinger, Sr. and Evelyn C. Ripplinger, 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 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 consist of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North  $88^{\circ} 41'$  East along the center line of said avenue, 1897.77 feet and South  $0^{\circ} 40'$  East, 35 feet from the Southeast corner of the Abram Hackleman DLC No. 62, Section 8 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence South  $0^{\circ} 40'$  East, 10.00 feet; thence North  $88^{\circ} 41'$  East parallel to said south right-of-way line, 78.365 feet; thence North  $0^{\circ} 45' 54''$  West, 10.00 feet to a point on said south right-of-way line; thence South  $88^{\circ} 41'$  West along said south right-of-way line, 78.365 feet to the point of beginning; containing .018 acres more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North  $88^{\circ} 41'$  East along the center line of said avenue, 1897.77 feet and South  $0^{\circ} 40'$  East, 35 feet from the Southeast corner of the Abram Hackleman DLC No. 62 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence South  $0^{\circ} 40'$  East, 10.00 feet to the true point of beginning; thence South  $0^{\circ} 40'$  East, 5.00 feet; thence North  $88^{\circ} 41'$  East parallel to said south right-of-way line, 78.365 feet; thence North  $0^{\circ} 45' 54''$  West, 5.00 feet; thence South  $88^{\circ} 41'$  West along said south right-of-way line, 78.365 feet to the true point of beginning; containing .009 acres more or less.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollar (\$1.00) for the permanent easement; and
- b. the additional sum of one dollar (\$1.00) for the temporary easement.

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. No permanent structure shall be constructed on this easement.

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

\_\_\_\_\_  
 Frank L. Ripplinger, Sr.  
*Frank L. Ripplinger*  
 Evelyn J. Ripplinger


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 2nd day of May, 1988, by grantor(s) as his/her/their voluntary act and deed.

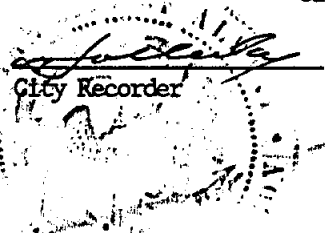
I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27th day of October, 1988.

*Violet Fay Starks*  
 Notary Public for Oregon  
 My Commission Expires: 9-11-90



CITY OF ALBANY, OREGON  
*William B. Barrons*  
 City Manager

*[Signature]*  
 City Recorder



*Frank L. Ripplinger Sr., died July 1983*

ALBANY  
11 3W 8D

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/28/88

S.E. COR. A. HACKLEMAN  
DLC NO. 62

N 88° 41' E 1897.77'

S 0° 40' E  
35'

EAST QUEEN AVE.

CURB LINE

10' PERMANENT UTILITY EASEMENT

5' TEMPORARY CONSTRUCTION EASEMENT

N 88° 41' E 78.365'

10'

5'

N 0° 45' 54" W

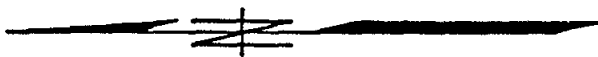
P/L

T.L. 1400  
RIPPLINGER  
MF 174-103

SCHROCK  
MF 65-331

S 0° 40' E

P/L



Nov 3 11 39 AM '88

EXHIBIT 'A'

25°

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 19th day of April, 1988, by and between Norma L. Harris, 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 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:

The right-of-way hereby granted consist of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the south right-of-way line of East Queen Avenue which is North  $88^{\circ} 41'$  East along the center line of said avenue 1897.77 feet, South  $0^{\circ} 40'$  East 35 feet, and North  $88^{\circ} 41'$  East 156.73 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, in Section 8, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence South  $0^{\circ} 52'$  East, 10.00 feet; thence South  $88^{\circ} 41'$  West parallel to said south right-of-way line, 78.365 feet; thence North  $0^{\circ} 45' 54''$  West, 10.00 feet to a point on said south right-of-way line; thence North  $88^{\circ} 41'$  East along said south right-of-way line, 78.365 feet to the point of beginning; containing 0.018 acres more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the south right-of-way line of East Queen Avenue which is North  $88^{\circ} 41'$  East along the center line of said avenue 1897.77 feet, South  $0^{\circ} 40'$  East 35 feet, and North  $88^{\circ} 41'$  East 156.73 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, in Section 8, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence South  $0^{\circ} 52'$  East, 10.00 feet to the true point of beginning; thence South  $0^{\circ} 52'$  East, 5.00 feet; thence South  $88^{\circ} 41'$  West parallel to said south right-of-way line, 78.365 feet; thence North  $0^{\circ} 45' 54''$  West, 5.00 feet; thence North  $88^{\circ} 41'$  East parallel to said south right-of-way line, 78.365 feet to the true point of beginning; containing 0.009 acres more or less.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollar (\$1.00) for the permanent easement; and
- b. the additional sum of one dollar (\$1.00) for the temporary easement.

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. No permanent structure shall be constructed on this easement.

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

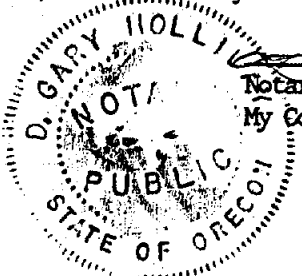
Norma L. Harris  
Norma L. Harris

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 19 day of April, 1988, 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 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27th day of October, 1988.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 4/12/92

CITY OF ALBANY, OREGON

William B. Barrons  
City Manager

[Signature]  
City Recorder



ALBA.  
11 3W 8D

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/28/88

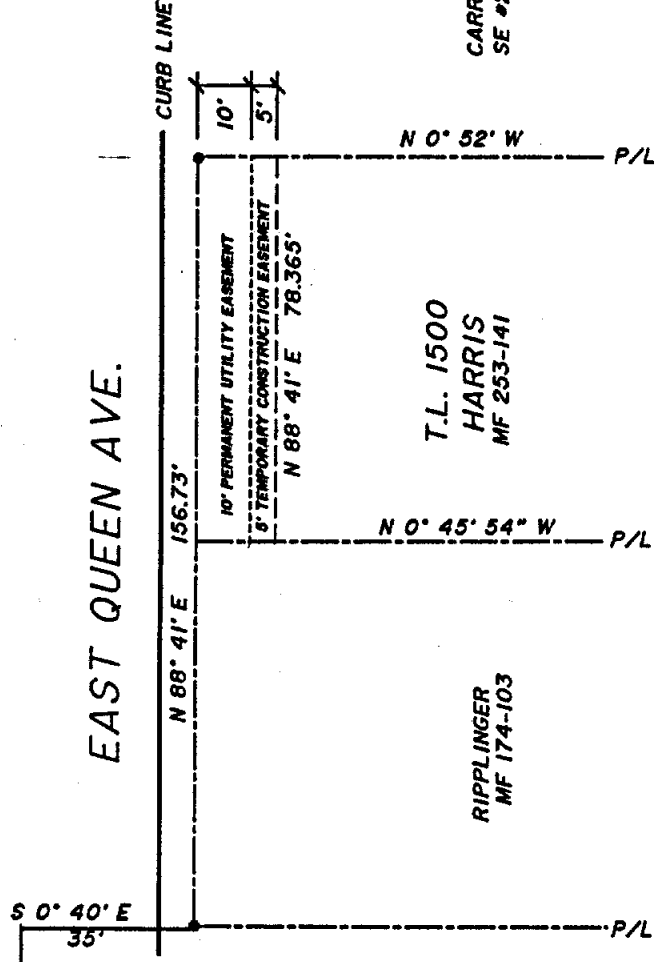
EAST QUEEN AVE.

CURB LINE

CARRELS  
SE #297

T.L. 1500  
HARRIS  
MF 253-141

RIPPLINGER  
MF 174-103



S.E. COR. A. HACKLEMAN  
DLC NO. 62

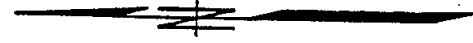


EXHIBIT 'A'

25<sup>02</sup>

Nov 3 11 39 AM '88

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 485 Page: 518

STEVE DRUCKENMILLER  
Linn County Clerk

By  Deputy

City of Albany



EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 27<sup>TH</sup> day of SEPTEMBER, 1988, by and between **Thomas L. Madden**, 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 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:

The right-of-way hereby granted consists of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning on the South right-of-way line of East Queen Avenue North 88° 41' East 2132.72 feet and South 0° 58' East 35.0 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62 in Section 8, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 0° 58' East, along the West line of that parcel conveyed to Richard L. Kingsbury by deed recorded in Linn County Microfilm Records Volume 167, Page 599, 10.00 feet; thence South 88° 41' West parallel with said south right-of-way line, 78.365 feet; thence North 0° 52' West, 10.00 feet to a point on said south right-of-way line; thence North 88° 41' East along said south right-of-way line, 78.365 feet to the true point of beginning; containing 0.018 acres more or less.

ALSO:

A five-foot wide temporary construction easement more particularly defined as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning on the South right-of-way line of East Queen Avenue North 88° 41' East 2132.72 feet and South 0° 58' East 35.0 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62 in Section 8, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 0° 58' East, along the West line of that parcel conveyed to Richard L. Kingsbury by deed recorded in Linn County Microfilm Records Volume 167, Page 599, 10.00 feet to the true point of beginning; thence South 0° 58' East along said West line of the Kingsbury parcel, 5.00 feet; thence South 88° 41' West parallel with said south right-of-way line, 78.365 feet; thence North 0° 52' West, 5.00 feet; thence North 88° 41' East

parallel to said south right-of-way line, 78.365 feet to the true point of beginning; containing 0.009 acres more or less.

- 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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollar (\$1.00) for the permanent easement; and
- b. the additional sum of one dollar (\$1.00) for the temporary easement.

- 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. No permanent structure shall be constructed on this easement.

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

Thomas L. Madden  
Thomas L. Madden

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

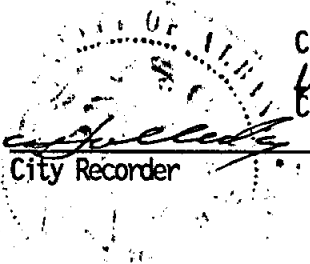
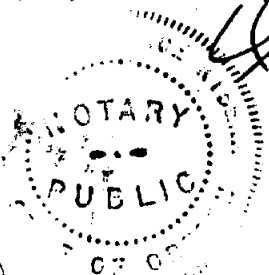
STATE OF OREGON )  
County of Linn ) ss.  
City of Albany )

The foregoing instrument was acknowledged before me this 27 day of September, 1988, 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 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27th day of October, 1988

[Signature]  
Notary Public for Oregon  
My Commission Expires: 12-10-88

CITY OF ALBANY, OREGON  
William B. Barrons  
City Manager  
[Signature]  
City Recorder



S.E. COR. A. HACKLEMAN  
DLC NO. 62

ALBANY  
11 3W 8D

25'

EAST QUEEN AVE.

N 88° 41' E 2132.72'

S 0° 58' E 35.0'

CURB LINE

10' PERMANENT UTILITY EASEMENT

5' TEMPORARY CONSTRUCTION EASEMENT

N 88° 41' E 78.365'

10'  
5'

HARRIS  
MF 253-141

T.L. 1600  
MADDEN  
MF 482-499

CURTIS  
MF 320-548

N 0° 52' W P/L

S 0° 58' E P/L

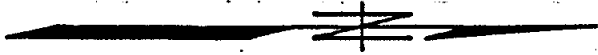


EXHIBIT 'A'

Nov 3 11 39 AM '88

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/29/88

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of April, 1988, by and between William Clarence Curtis, 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 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 consist of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North  $88^{\circ} 41'$  East along the center line of said avenue, 2211.03 feet and South  $1^{\circ} 04'$  East 35 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, Section 8 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; running thence South  $1^{\circ} 04'$  East, 10.00 feet; thence South  $88^{\circ} 41'$  West, parallel with said south right-of-way line, 78.365 feet; thence North  $0^{\circ} 58'$  West, 10.00 feet to a point on said south right-of-way line; thence North  $88^{\circ} 41'$  East along said south right-of-way, 78.365 feet to the point of beginning; containing 0.018 acres more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North  $88^{\circ} 41'$  East along the center line of said avenue, 2211.03 feet and South  $1^{\circ} 04'$  East 35 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; running thence South  $1^{\circ} 04'$  East, 10.00 feet to the true point of beginning; thence South  $1^{\circ} 04'$  East, 5.00 feet; thence South  $88^{\circ} 41'$  West, parallel with said south right-of-way line, 78.365 feet; thence North  $0^{\circ} 58'$  West, 5.00 feet; thence North  $88^{\circ} 41'$  East parallel to said south right-of-way, 78.365 feet to the true point of beginning; containing 0.009 acres more or less.

- 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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollar (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollar (\$1.00) for the temporary easement.
- 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. No permanent structure shall be constructed on this easement.

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

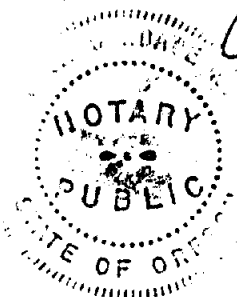
*William Clarence Curtis*  
*Flornice E. Judd P.O.A.*  
 \_\_\_\_\_  
 William Clarence Curtis

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 14th day of April, 1988, 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 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27th day of October, 1988



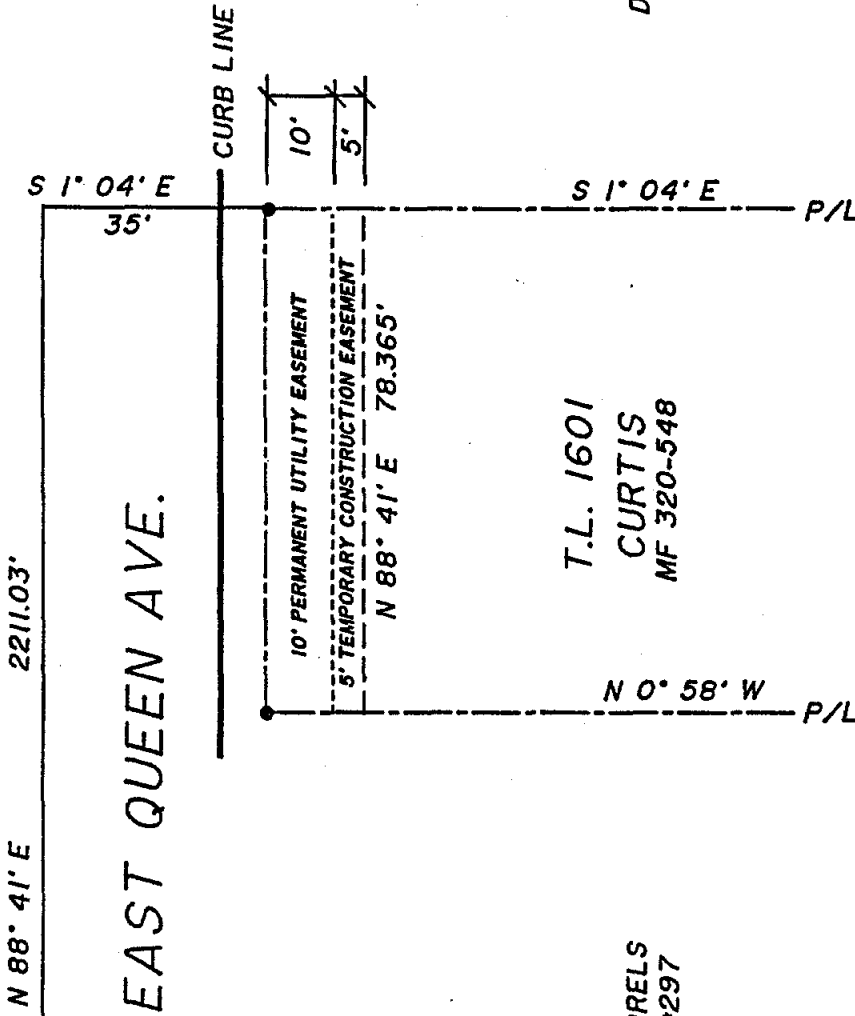
*Virginia Louise Gibson*  
 Notary Public for Oregon  
 My Commission Expires: 12-10-88



CITY OF ALBANY, OREGON  
*William B. Barrons*  
 City Manager

ALBANY  
11 3W 8D

S.E. COR. A. HACKLEMAN  
DLC NO. 62



CARRELS  
SE. #297

T.L. 1601  
CURTIS  
MF 320-548

DENLEY/BARSTAD  
MF 162-847

Nov 3 11 39 AM '88

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 485 Page: 524

STEVE DRUCKENMILLER  
Linn County Clerk

*[Signature]*  
Deputy  
City of Albany

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/29/88

EXHIBIT 'A'

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 2 day of June, 1988, by and between Donald D. Denley, Cecil Wright, and David C. Wright, dba D. C. Investors, a partnership, 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 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 consist of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North 88° 41' East along the center line of said avenue 2211.03 feet and South 1° 04' East 35 feet from the Southeast corner of the Abram Hackleman DLC #62, Section 8 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; and running thence South 1° 04' East, 10.00 feet; thence North 88° 41' East parallel to said south right-of-way line, 156.73 feet; thence North 1° 15' West, 10.00 feet to a point on said south right-of-way line; thence South 88° 41' West along said right-of-way line, 156.73 feet to the point of beginning; containing 0.036 acres more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North 88° 41' East along the center line of said avenue 2211.03 feet and South 1° 04' East 35 feet from the Southeast corner of the Abram Hackleman DLC #62, Section 8 in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; and running thence South 1° 04' East, 10.00 feet to the true point of beginning; thence South 1° 04' East, 5.00 feet; thence North 88° 41' East parallel to said south right-of-way line, 156.73 feet; thence North 1° 15' West, 5.00 feet; thence South 88° 41' West parallel to said right-of-way line, 156.73 feet to the true point of beginning; containing 0.018 acres more or less.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollar (\$1.00) for the permanent easement; and
- b. the additional sum of one dollar (\$1.00) for the temporary easement.

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. No permanent structure shall be constructed on this easement.

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

D. G. Investors, A Partnership  
*Donald D. Denley* 6/2/88  
 Donald D. Denley, Partner  
*Cecil Wright* 6-2-88  
 Cecil Wright, Partner

*David C. Wright* 6-2-88  
 David C. Wright, Partner

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

*Georgene L. Hulbert*  
 GEORGENE L. HULBERT  
 NOTARY PUBLIC - OREGON  
 My Commission Expires 4-5-92

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

The foregoing instrument was acknowledged before me this 2 day of June, 1988, by grantor(s) as his/her/their voluntary act and deed.

*Georgene L. Hulbert*  
 Notary Public for Oregon  
 My Commission Expires: 4-5-92

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27 day of October, 1988



CITY OF ALBANY, OREGON  
*William B. Barrons*  
 City Manager



CURTIS  
MF 320-548

T.L. 1700  
D. C. INVESTORS  
MF 162-847

GERIG  
MF 197-262

S.E. COR. A HACKLEMAN  
DLC NO. 62

ALBANY  
113W 8D

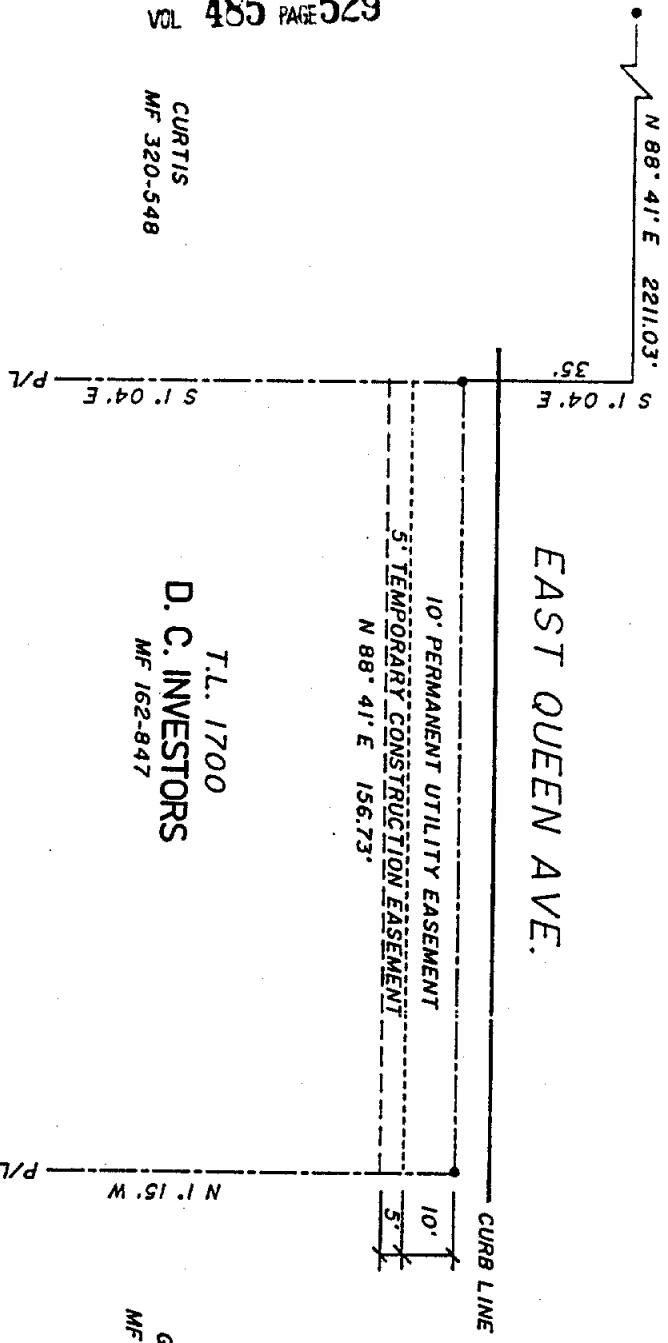


EXHIBIT 'A'

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/29/88

Nov 3 11 39 AM '88

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 485 Page: 527

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature] Deputy  
City of Albany

THIS AGREEMENT, made and entered into this 2 day of June, 1988, by and between Donald D. Denley, Cecil D. Wright, David G. Wright, dba D.C. Investors, a partnership, 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 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 consist of:

A ten-foot wide permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North 88° 41' East along the center line of said avenue, 2367.56 feet and South 1° 15' East 35.0 feet from the Southeast corner of the Abram Hackleman DLC No. 62, Section 8 in Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; running thence South 1° 15' East, 10.00 feet; thence North 88° 41' East parallel with said south right-of-way line, 92.73 feet; thence North 1° 26' 40" West, 10.00 feet to a point on said south right-of-way line; thence South 88° 41' West along said south right-of-way line, 92.73 feet to the point of beginning; containing 0.021 acres more or less.

ALSO:

A five-foot wide temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North 88° 41' East along the center line of said avenue, 2367.56 feet and South 1° 15' East 35.0 feet from the Southeast corner of the Abram Hackleman DLC No. 62, in Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; running thence South 1° 15' East, 10.00 feet to the true point of beginning; thence South 1° 15' East, 5.00 feet; thence North 88° 41' East parallel with said south right-of-way line, 92.73 feet; thence North 1° 26' 40" West, 5.00 feet to a point on the south row line; thence South 88° 41' West parallel to said south right-of-way line, 92.73 feet to the true point of beginning; containing 0.011 acres more or less.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollar (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollar (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

D. C. Investors A Partnership  
Donald D. Denley 6/2/88  
 Donald D. Denley, Partner  
Cecil D. Wright 6-2-88  
 Cecil D. Wright, Partner

David G. Wright 6-2-88  
 David G. Wright, Partner

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

Georgene L. Hulbert  
 GEORGENE L. HULBERT  
 NOTARY PUBLIC - OREGON  
 My Commission Expires 4-5-92

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

The foregoing instrument was acknowledged before me this 2 day of June, 1988 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 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27 day of October, 1988.

Georgene L. Hulbert  
 Notary Public for Oregon  
 My Commission Expires: 4-5-92

CITY OF ALBANY, OREGON

William Barrons  
 City Manager

[Signature]  
 City Recorder

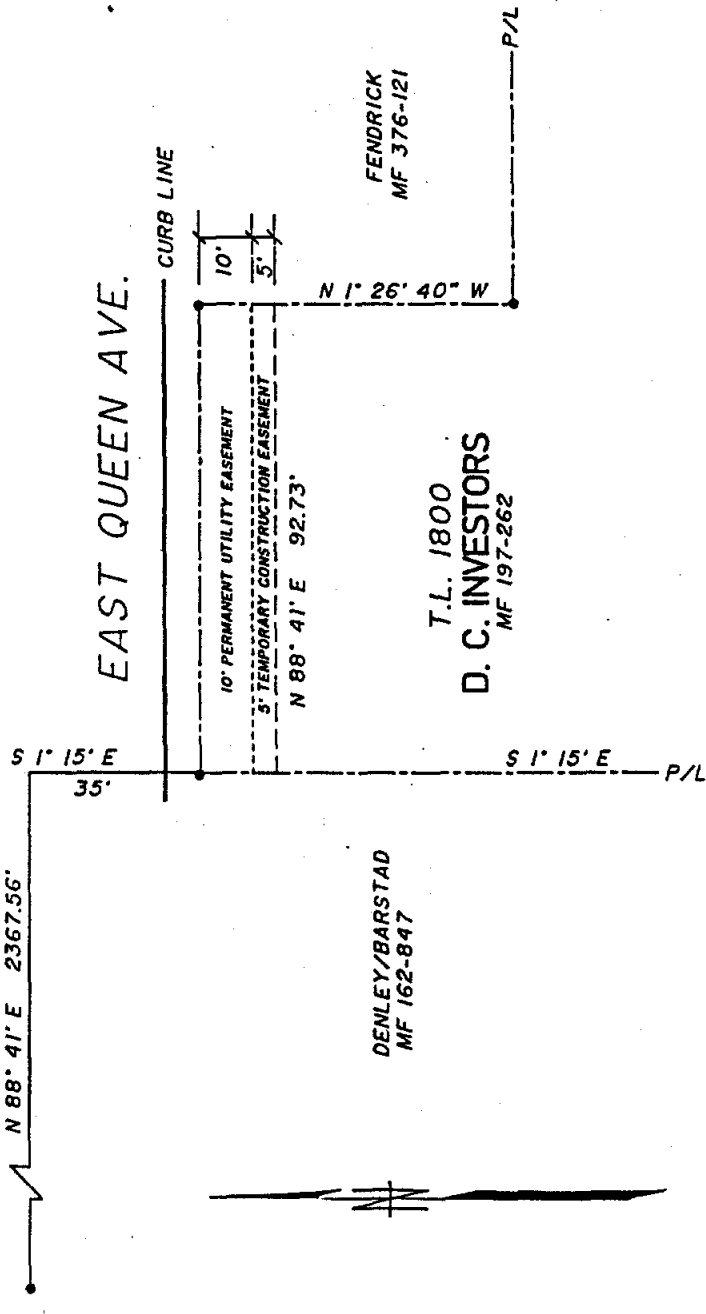


ANY.  
11 3W 8D

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 30'  
3/29/88

EAST QUEEN AVE.

CURB LINE



S.E. COR. A. HACKLEMAN  
P.L.C. NO. 62

DENLEY/BARSTAD  
MF 162-847

T.L. 1800  
D. C. INVESTORS  
MF 197-262

FENDRICK  
MF 376-121

EXHIBIT 'A'

25

NOV 3 11 39 AM '88

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 485 Page: 530

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature] Deputy

City of Albany

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18 day of May, 1988, by and between Richard A. Fendrick and Sherri D. Fendrick, 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 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:

A ten-foot by ten-foot permanent utility easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North  $88^{\circ} 41' 00''$  East, 2460.29 feet and South  $1^{\circ} 26' 40''$  East, 35.00 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon; and running thence South  $1^{\circ} 26' 40''$  East, 10.00 feet; thence North  $88^{\circ} 41' 00''$  East parallel with said south right-of-way line, 10.00 feet; thence North  $1^{\circ} 26' 40''$  West, 10.00 feet to a point on the said south right-of-way line; thence South  $88^{\circ} 41' 00''$  West along said south right-of-way line, 10.00 feet to the point of beginning; containing 0.0023 acres, more or less.

ALSO:

A temporary construction easement more particularly described as follows and as shown on the attached drawing labeled Exhibit 'A':

Beginning at a point on the South right-of-way line of East Queen Avenue which is North  $88^{\circ} 41' 00''$  East, 2460.29 feet and South  $1^{\circ} 26' 40''$  East, 35.00 feet from the Southeast corner of the Abram Hackleman Donation Land Claim No. 62, Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon; and running thence South  $1^{\circ} 26' 40''$  East, 10.00 feet to the true point of beginning; thence South  $1^{\circ} 26' 40''$  East, 5.00 feet; thence North  $88^{\circ} 41' 00''$  East parallel with said south right-of-way line, 20.00 feet; thence North  $1^{\circ} 26' 40''$  West, 15.00 feet to a point on said south right-of-way line; thence South  $88^{\circ} 41' 00''$  West along said south right-of-way

line, 10.00 feet; thence South 1° 26' 40" East, 10.00 feet; thence South 88° 41' 00" West parallel with said south right-of-way line, 10.00 feet to the true point of beginning; containing 0.0046 acres, more or less.

- 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.

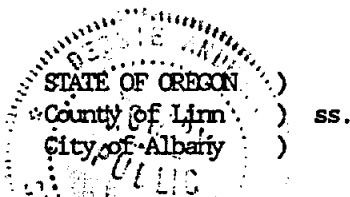
The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance purposes.

- 3. The easement granted is in consideration of \$1.00 and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
- 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. No permanent structure shall be constructed on this easement.

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

Richard A. Fendrick  
Richard A. Fendrick

Sherri D. Fendrick  
Sherri D. Fendrick

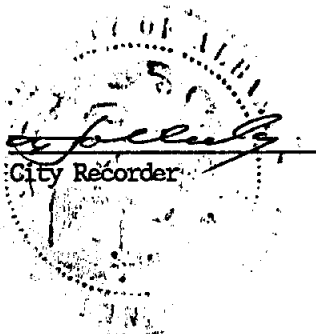


The foregoing instrument was acknowledged before me this 10th day of May, 1988, by grantor(s) as his/her/their voluntary act and deed.

Debbie Andrews  
Notary Public for Oregon  
My Commission Expires: 7/20/89

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 2827, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 27th day of October, 1988



CITY OF ALBANY, OREGON  
William B. Barrons  
City Manager

NOVEMBER 03, 1988  
11:39 A.M.

S.E. COR. A. HACKLEMAN  
DLC NO. 62

N 88° 41' 00" E  
2460.29'

35.00'  
S 1° 26' 40" E

EAST QUEEN AVE.

CURB LINE

POINT OF BEGINNING

N 88° 41' 00" E, 64.00'

10' PERMANENT UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

D.C. INVESTORS  
MF 197-262

T.L. 1801  
FENDRICK  
MF 376-121

P/L S 1° 26' 40" E

P/L S 1° 26' 40" E

VOL 485 PAGE 535

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 485 Page: 533

STEVE DRUCKENMILLER  
Linn County Clerk

By *[Signature]* Deputy

*2500*

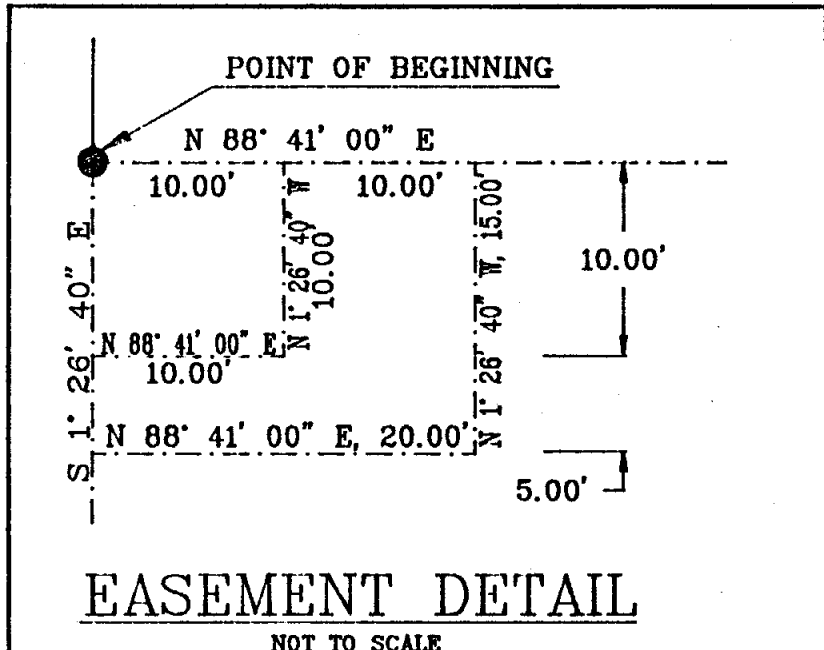


EXHIBIT 'A'

CITY OF ALBANY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING/UTILITIES DIVISION  
SS-88-1, QUEEN AVE. S.S. L.I.D.  
SCALE: 1" = 20'  
4/9/88