

RESOLUTION NO. 2865

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

Grantor

Heritage Mall Associates

Purpose


Easements for Public Utilities (Water) at the Heritage Mall Site on 14th Ave. between Geary and Clay

DATED this 24th day of May, 1989.



Mayor

ATTEST:



City Recorder

HERITAGE MALL

EASEMENT FOR PUBLIC UTILITIES (WATER)

THIS AGREEMENT, made and entered into this 24th day of May, 1989, by and between HERITAGE MALL ASSOCIATES, a California limited partnership, herein called grantors, and the CITY OF ALBANY, OREGON, 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 of Albany, a water easement and right-of-way, including the right to enter upon the real property herein-after 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:

LEGAL DESCRIPTION AND DRAWING ARE ATTACHED AS EXHIBIT A

2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation, and/or repair purposes.
3. The easement granted is in consideration of \$1.00 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. No routine maintenance by City is permitted which disrupts the surface of the easement area from November 15 through January 31 of any year. Nothing in this clause shall prevent the City access to the easement area for emergency purposes.
6. Prior to construction of any structure upon the easement, the grantors will reconstruct and/or relocate such portions of the existing public utilities as required by the City. The grantors shall bear the full cost of such reconstruction and/or relocation. The reconstructed public

utilities shall be inspected and approved by the City prior to construction of any structure upon the easement.

When in the City's opinion, major reconstruction of the public utilities on the grantors' property is required due to the grantors' desire to place a structure upon the easement, the City shall notify the property owner in writing of the need for the major reconstruction and the time which will be allowed for the said construction. Major reconstruction shall mean replacement or realignment of any or all of the public utilities on the grantors' property. Routine maintenance such as cleaning, root removal, and grouting of the public utilities is not intended to be included as part of the 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 its 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 reconstruction of said public utilities.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year above written by causing its name to be signed by its partners.

HERITAGE MALL ASSOCIATES,
a California limited partnership

By: [Signature]

By: _____

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

I, Steve Bryant as City Manager Pro Tem of the City of Albany, Oregon, pursuant to Resolution Number 2865 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 25th day of May, 1987

CITY OF ALBANY, OREGON

[Signature]
City Manager

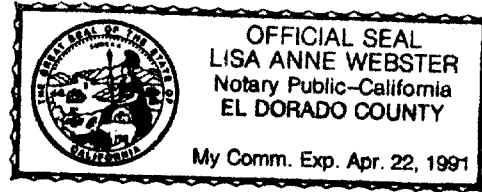
[Signature]
City Recorder

STATE OF CALIFORNIA)
COUNTY OF El Dorado) ss.

On this 19th day of May, in the year 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **HANS ROEBBELEN** personally known to me (or proved to me on the basis of satisfactory evidence) to be the General Partner of Roebbelen Land Company, a General Partner of Robacor Associates, the partnership that executed the within instrument, and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said partnership, said partnership being known to me to be the general partner of **HERITAGE MALL ASSOCIATES**, a California limited partnership, the partnership that executed the within instrument, and acknowledged that such partnership executed the same.

WITNESS my hand and official seal.

Signature *Lisa Anne Webster*
Lisa Anne Webster
Name



Westlake Consultants Inc.

Hilltop Business Center
7340 S.W. Hunziker, Suite 204
Tigard, Oregon 97223

VOL 502 PAGE 464



503-684-0652

EXHIBIT A PAGE 1 OF 7

Heritage Mall Associates
Waterline Easement
Job No. 382-05-87
August 25, 1988
Revised March 28, 1989

LEGAL DESCRIPTION

A tract of land situated in the North 1/2, Section 8, T11S, R3W, W.M., City of Albany, Linn County, Oregon, being more particularly described as follows:

A 15.0 foot wide strip of land being 7.50 feet on each side of the following described centerline:

Beginning at a point of the west right-of-way line of Clay Street, that is North 1°52'43" West, 388.12 feet from the intersection of said west right-of-way line and the north right-of-way line of 14th Street (said intersection point being 40 feet North of the 14th Street centerline and 35 feet West of the Clay Street centerline, when measured at right angles);

- thence, South 88°15'13" West, 8.48 feet to Point A;
- thence, South 88°15'13" West, 125.15 feet;
- thence, North 41°54'18" West, 87.02 feet to Point B;
- thence, South 45°01'02" West, 68.44 feet;
- thence, South 88°19'10" West, 187.00 feet to Point C;
- thence, South 88°19'10" West, 86.06 feet to Point D;
- thence, South 88°19'10" West, 6.94 feet;
- thence, South 43°13'12" West, 53.00 feet to Point E;
- thence, South 43°13'12" West, 89.00 feet;
- thence, South 88°19'10" West, 162.81 feet to Point F;
- thence, South 88°19'10" West, 125.12 feet;
- thence, North 1°40'49" West, 130.00 feet;
- thence, South 88°19'10" West, 23.90 feet to Point G;

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JULY 13, 1979
LEONARD SCHELSKY
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Waterline Easement

thence, South 88°19'10" West, 130.00 feet to Point H;
thence, South 88°19'10" West, 185.27 feet;
thence, North 1°40'50" West, 12.99 feet to Point I;
thence, North 1°40'50" West, 145.05 feet to Point J;
thence, North 1°40'50" West, 191.96 feet;
thence, North 88°19'10" East, 100.00 feet to Point K;
thence, North 88°19'10" East, 91.51 feet to Point L;
thence, North 88°19'10" East, 15.84 feet to Point M;
thence, North 88°19'10" East, 10.00 feet;
thence, North 0°45'30" West, 280.05 feet;
thence, North 88°22'31" East, 186.89 feet to Point N;
thence, North 88°22'31" East, 17.84 feet;
thence, North 1°39'47" West, 21.10 feet;
thence, North 88°20'13" East, 67.33 feet;
thence, South 1°39'47" East, 21.14 feet;
thence, North 88°22'31" East, 101.94 feet;
thence, South 4°09'13" East, 290.35 feet to Point O;
thence, South 4°09'13" East, 6.00 feet;
thence, North 88°19'10" East, 20.83 feet to Point P;
thence, North 88°19'10" East, 50.19 feet to Point Q;
thence, North 88°19'10" East, 150.88 feet to Point R;
thence, North 88°19'10" East, 367.01 feet;
thence, South 1°40'48" East, 20.12 feet to Point S;
thence, South 1°40'48" East, 62.73 feet;
thence, South 43°19'06" West, 18.00 feet;
thence, South 1°40'51" East, 181.62 feet to Point T;

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thence, South 1°40'51" East, 25.68 feet;

thence, South 88°19'10" West, 113.65 feet;

thence, South 45°05'18" West, 19.25 feet to said Point B and the termination of said centerline.

Subject to lengthening or shortening of sidelines so as to terminate upon proper boundaries.

TOGETHER WITH a 15.00 foot wide strip of land being 7.50 feet on each side of the following described centerlines:

Beginning at said Point A; thence, South 1°48'54" East, 387.77 feet to the termination of said centerline at the North right of way line of 14th Street (said North right-of-way line being 40.0 feet North of centerline when measured at right angles).

Beginning at said Point C; thence, North 7°49'05" West, 31.07 feet to the termination of said centerline.

Beginning at said Point D; thence, South 1°19'31" East, 41.67 feet to the termination of said centerline.

Beginning at said Point E; thence, North 46°46'48" West, 76.47 feet; thence, South 88°19'10" West, 20.72 feet to the termination of said centerline.

Beginning at said Point F; thence, South 1°40'50" East, 20.55 feet to the termination of said centerline.

Beginning at said Point G; thence North 0°52'26" East, 46.10 feet to the termination of said centerline.

Beginning at said Point H; thence, South 19°20'23" East, 26.30 feet to the termination of said centerline.

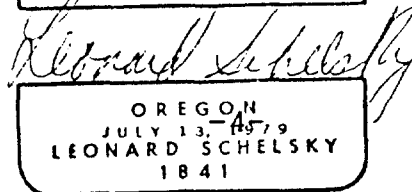
Beginning at said Point I; thence, South 88°02'12" West, 151.13 feet; thence South 43°41'03" West, 68.83 feet to the termination of said centerline.

Beginning at said Point J; thence, South 89°00'40" West, 263.56 feet to Point JJ; thence, South 89°00'40" West, 35.82 feet to Point KK; thence, North 89°00'44" West, 2.90 feet to the termination of said centerline at the East right-of-way of Geary Street (said right-of-way being 40.0 feet East of the Geary Street centerline when measured at right angles).

Beginning at said Point K; thence, North 1°40'50" West, 2.92 feet; thence, North 65°28'56" East, 60.29 feet to the termination of said centerline.

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EXHIBIT A PG 4 OF 7



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Waterline Easement

Beginning at said Point L; thence, South $0^{\circ}59'12''$ West, 42.43 feet to the termination of said centerline.

Beginning at said Point M; thence, South $1^{\circ}40'50''$ East, 12.00 feet; thence, South $67^{\circ}27'51''$ East, 89.36 feet to the termination of said centerline.

Beginning at said Point N; thence, North $1^{\circ}31'06''$ West, 74.40 feet to the termination of said centerline at the North parcel line of that tract of land described in deed, recorded April 15, 1988, in Film Volume 468, Page 450, Linn County Deed Records.

Beginning at said Point O; thence, South $86^{\circ}30'20''$ West, 54.40 feet to the termination of said centerline.

Beginning at said Point P; thence, North $23^{\circ}00'05''$ West, 20.89 feet to the termination of said centerline.

Beginning at said Point Q; thence, South $0^{\circ}45'45''$ East, 69.17 feet to the termination of said centerline.

Beginning at said Point R; thence, South $1^{\circ}40'50''$ East, 57.84 feet to the termination of said centerline.

Beginning at said Point S, thence, South $87^{\circ}52'10''$ East, 48.28 feet to the termination of said centerline at said West right-of-way line of Clay Street.

Beginning at said Point T; thence, South $87^{\circ}44'40''$ East, 43.47 feet to the termination of said centerline.

Beginning at said Point JJ; thence, North $0^{\circ}59'20''$ West, 63.50 feet to the termination of said centerline.

Beginning at said Point KK; thence, South $1^{\circ}35'06''$ East, 527.03 feet; thence, South $46^{\circ}35'06''$ East, 16.00 feet to the termination of said centerline at the North right-of-way line of 14th Street (said North right-of-way line being 35.0 feet North of centerline when measured at right angles).

EXCEPT THEREFROM, any portion of said easement falling within any closed structures or buildings.

Subject to the lengthening or shortening of sidelines so as to terminate upon the proper boundaries.

TOGETHER WITH a 15.00 foot wide strip of land being 7.50 feet on each side of the following described centerlines:

Beginning at a point on the North right-of-way line of 14th Street that is North $1^{\circ}35'00''$ West, 1,282.29 feet; North $88^{\circ}33'13''$ East, 610.26 feet; North $1^{\circ}26'47''$ West, 35.00 feet from the southeast corner

Heritage Mall Assoc.

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Waterline Easement

of the Abram Hackelman D.L.C. No. 62; thence, North $1^{\circ}40'50''$ West, 78.30 feet to the termination of said centerline.

Beginning at a point on the North right-of-way line of 14th Street that is North $89^{\circ}23'26''$ West, 265.20 feet; South $0^{\circ}36'58''$ West, 5.00 feet; an arc distance of 94.18 feet through a 681.17 foot curve to the right with a central angle of $7^{\circ}55'19''$ (chord bears North $85^{\circ}25'23''$ West, 94.11 feet); North $81^{\circ}27'43''$ West, 71.14 feet from the intersection of said 14th Street North right-of-way line and the Clay Street West right-of-way line (said intersection point being 40.0 feet North of the 14th Street centerline and 35.0 feet West of the Clay Street centerline, when measured at right angles); thence, North $1^{\circ}40'50''$ West, 104.20 feet to the termination of said centerline.

Subject to the lengthening or shortening of sidelines so as to terminate upon the proper boundaries.

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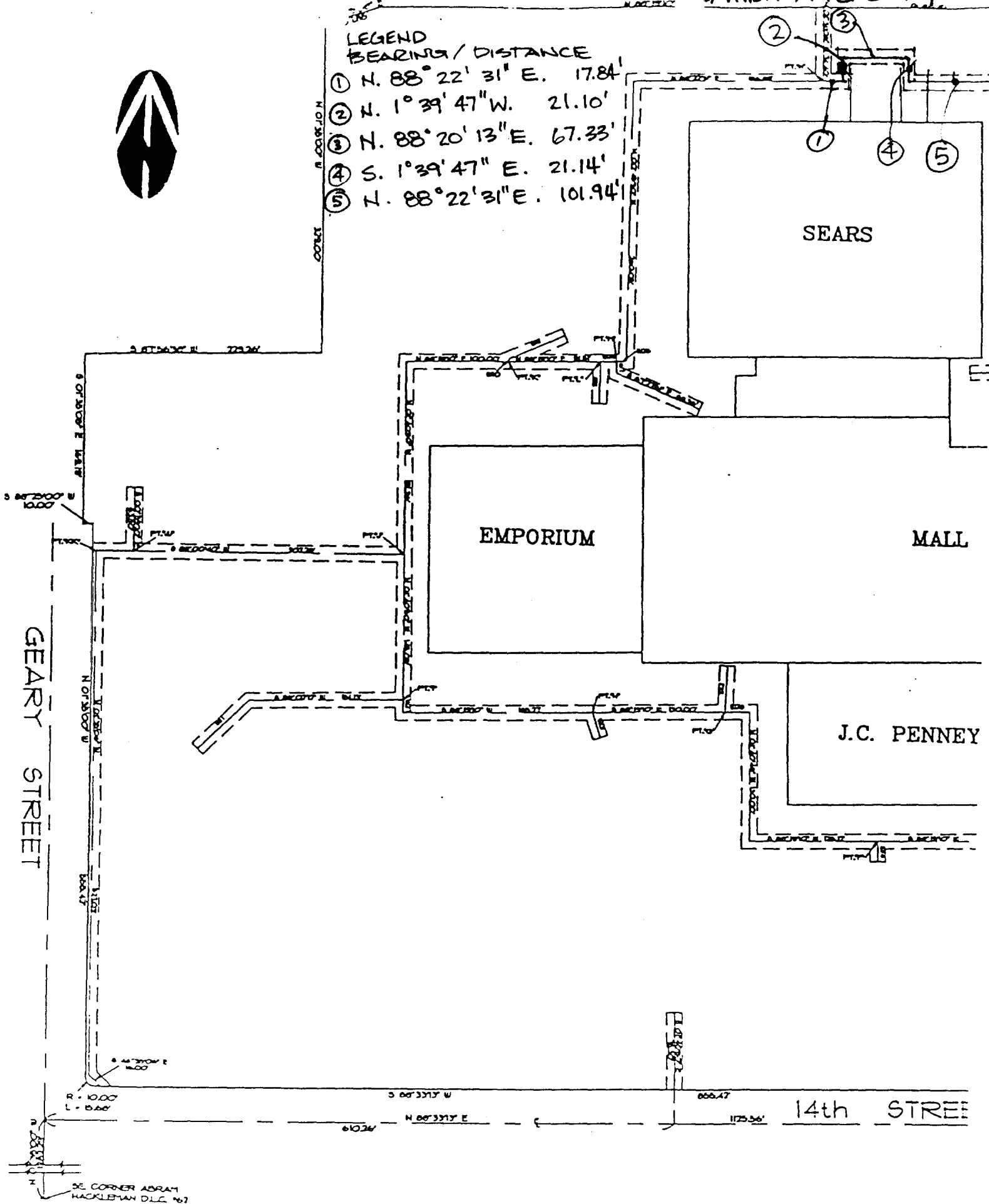
Leonard Schelsky

OREGON
JULY 13, 1979
LEONARD SCHELSEY
1841



LEGEND BEARING / DISTANCE

- ① N. 88° 22' 31" E. 17.84'
- ② N. 1° 39' 47" W. 21.10'
- ③ N. 88° 20' 13" E. 67.33'
- ④ S. 1° 39' 47" E. 21.14'
- ⑤ N. 88° 22' 31" E. 101.94'

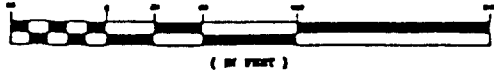


SE CORNER ABRAHAM HACKLEYMAN D.L.C. 67

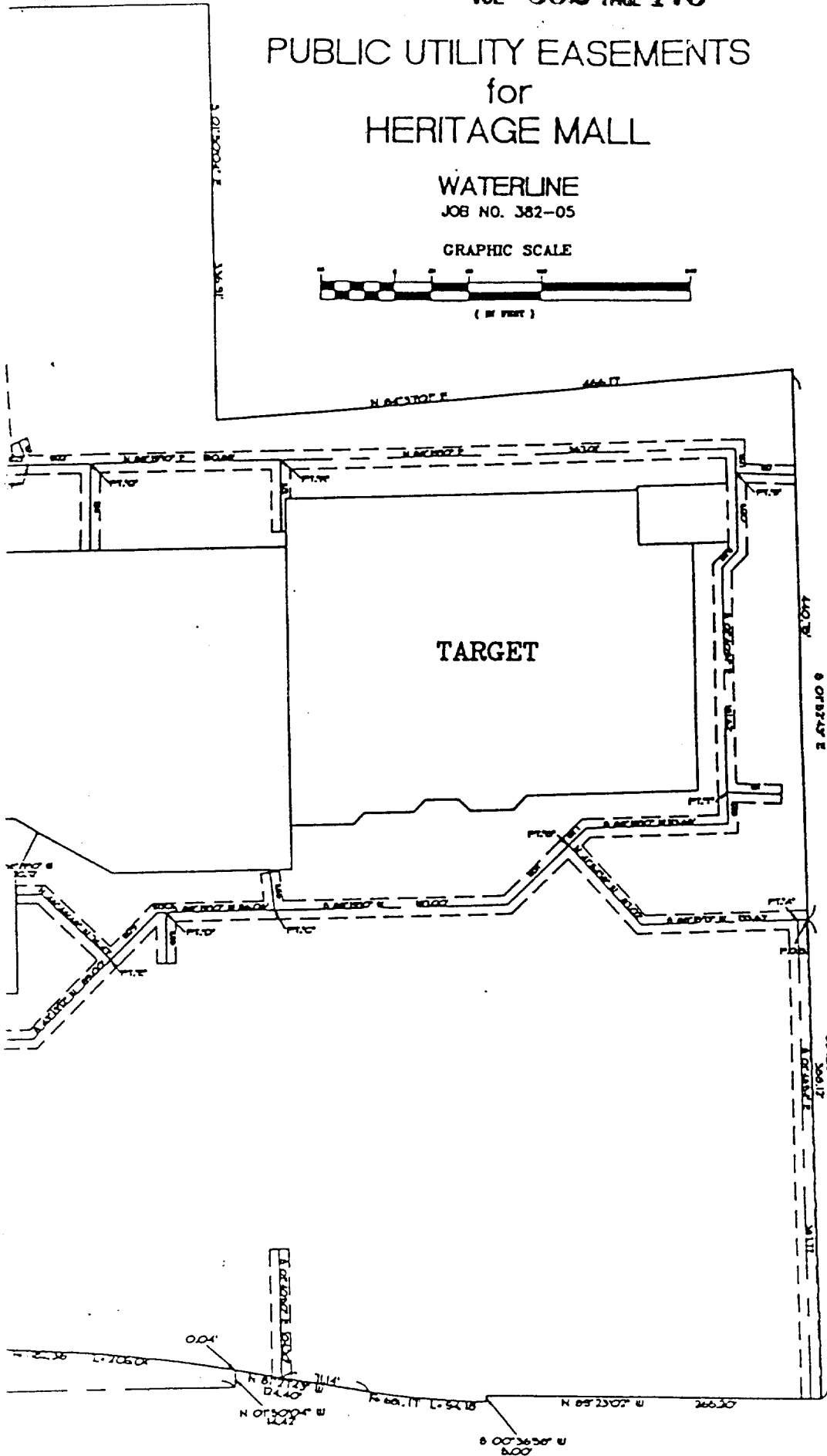
PUBLIC UTILITY EASEMENTS
for
HERITAGE MALL

WATERLINE
JOB NO. 382-05

GRAPHIC SCALE



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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 _____ Page: _____

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ENTERED JUN 12 1989


At 8:30 O'clock a.m.
STEVE DRUCKENMILLER
Linn County Clerk

Westlake Consultants Inc.
Billtop Business Center
7340 S.Y. Hunziker, Suite 204
PLANNING

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 502 Page: 461

By  Deputy
City of Albany
Box 490
Albany 97321

Resolution No. 2865

Recorded Document Recorder File No. 1956