

1939  
1956

RESOLUTION NO. 2878

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

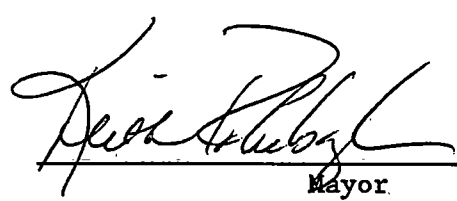
Grantor

City of Albany, Oregon

Purpose

To correct error caused by incorrect legal description on easement granted to Heritage Mall Associates, recorded October 26, 1988, recorded in Microfilm Volume 485, Pages 480 through 489, Linn County Deed Records.

DATED this 28th day of June, 1989.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

1-1-74

QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS, That CITY OF ALBANY, a municipality, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto HERITAGE MALL ASSOCIATES, a California limited partnership hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining, situated in the County of Linn, State of Oregon, described as follows, to-wit:

An easement heretofore granted to the City of Albany by Heritage Mall Associates upon property owned by Heritage Mall Associates, in the North 1/2, Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon, for waterline utilities, as defined in the easement dated October 26, 1988, recorded in Microfilm Volume 485, page 480 through 489, Linn County Deed Records.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ None

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 28th day of June, 1989; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

Steve Bryant City Manager
Debbie Andrews Deputy Recorder

STATE OF OREGON, County of Linn ss. Personally appeared the above named

STATE OF OREGON, County of Linn June 29, 1989

Personally appeared Steve Bryant and Debbie Andrews who, being duly sworn, each for himself and not one for the other, did say that the former is the City Manager and that the latter is the Deputy Recorder of the City of Albany

and acknowledged the foregoing instrument to be voluntary act and deed.

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Notary Public for Oregon My commission expires:

Shoreline R. Whitney (SEAL) Notary Public for Oregon My commission expires: 12-14-91

City of Albany P.O. Box 490 Albany, OR 97321 GRANTOR'S NAME AND ADDRESS Heritage Mall Associates 1241 Hawks Flight Court El Dorado Hills, CA 95630 GRANTOR'S NAME AND ADDRESS

After recording return to: Heritage Mall Associates 1241 Hawks Flight Court El Dorado Hills, CA 95630 NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address. NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book on page or as file/reel number Record of Deeds of said county. Witness my hand and seal of County affixed.

Recording Officer Deputy

HERITAGE MALL  
EASEMENT FOR PUBLIC UTILITIES (WATER)

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of October, 1988, by and between Heritage Mall Associates, 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, a water 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:

**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 Grantee 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 Grantee access to the easement area for emergency purposes.
6. Prior to construction of any structure upon the easement, the grantor will reconstruct and/or relocate such portions of the existing public utilities as required by the City. The grantor 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 grantor's property is required due to the grantor's 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 grantor's 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 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.

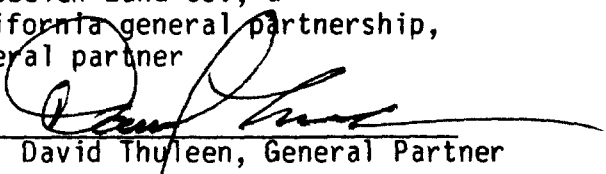
The property owner, at the property owner's cost shall enter, defend, and indemnify the City and its employees, and hold them harmless from and against all claims of liability of any type to any person, arising out of or in connection with reconstruction of said public utilities.

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

HERITAGE MALL ASSOCIATES,  
a California Limited Partnership

By: Robacor Associates, a California  
limited partnership, general partner

By: Roebbelen Land Co., a  
California general partnership,  
general partner

By:   
David Thuleen, General Partner

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF EL DORADO )

On September 28<sup>th</sup>, 1988 appeared before me, the undersigned, a Notary Public in and for said State, personally appeared David Thulcer personally known to me to be the General Partner of HERITAGE MALL ASSOCIATES, the corporation that executed the within Instrument, in behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

Signature Lisa Anne Webster  
Notary



GRANTEE

William B. Barrons

By William B. Barrons

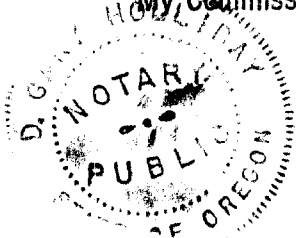
Its City Manager

On October 31, 1988 appeared before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Barrons personally known to me to be the City Manager of City of Albany, a corporation, the corporation that executed the within Instrument, in behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

Signature [Signature]  
Notary

NOTARY PUBLIC FOR STATE OF OREGON  
My Commission Expires April 12, 1990



# Westlake Consultants Inc.

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

2-10-87  
1056

503-684-0652



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

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Leonard Schelsky*

OREGON  
JULY 13, 1979  
LEONARD SCHELSKY  
1841

## WATER EASEMENT 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;

1056

Heritage Mall Assoc.

-2-

Waterline Easement

thence, South 88°19'10" West, 23.90 feet to Point G;  
 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, 187.11 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;  
 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.

 REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Leonard Schelsky*  
 OREGON  
 JULY 13, 1979  
 LEONARD SCHELSKY  
 1841

2066

*Leonard Schelsky*OREGON  
JULY 13, 1979  
LEONARD SCHELISKY  
1841

Heritage Mall Assoc.

-3-

Waterline Easement

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  $1^{\circ}48'54''$  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  $7^{\circ}49'05''$  West, 31.07 feet to the termination of said centerline.

Beginning at said Point D; thence, South  $1^{\circ}19'31''$  East, 41.67 feet to the termination of said centerline.

Beginning at said Point E; thence, North  $46^{\circ}46'48''$  West, 76.47 feet; thence, South  $88^{\circ}19'10''$  West, 20.72 feet to the termination of said centerline.

Beginning at said Point F; thence, South  $1^{\circ}40'50''$  East, 20.55 feet to the termination of said centerline.

Beginning at said Point G; thence North  $0^{\circ}52'26''$  East, 46.10 feet to the termination of said centerline.

Beginning at said Point H; thence, South  $19^{\circ}20'23''$  East, 26.30 feet to the termination of said centerline.

Beginning at said Point I; thence, South  $88^{\circ}02'12''$  West, 151.13 feet; thence South  $43^{\circ}41'03''$  West, 68.83 feet to the termination of said centerline.

Beginning at said Point J; thence, South  $89^{\circ}00'40''$  West, 263.56 feet to Point JJ; thence, South  $89^{\circ}00'40''$  West, 35.82 feet to

Point KK; thence, North  $89^{\circ}00'44''$  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  $1^{\circ}40'50''$  West, 2.92 feet; thence, North  $65^{\circ}28'56''$  East, 60.29 feet to the termination of said centerline.

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.



REGISTERED  
PROFESSIONAL  
LAND SURVEYOROREGON  
JULY 13, 1954  
LEONARD SCHELSKY  
1841

Heritage Mall Assoc.

-4-

Waterline Easement

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 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

Heritage Mall Assoc.

-5-

Waterline Easement

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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Leonard Schelsky*

OREGON  
JULY 13, 1979  
LEONARD SCHELSKY  
1841

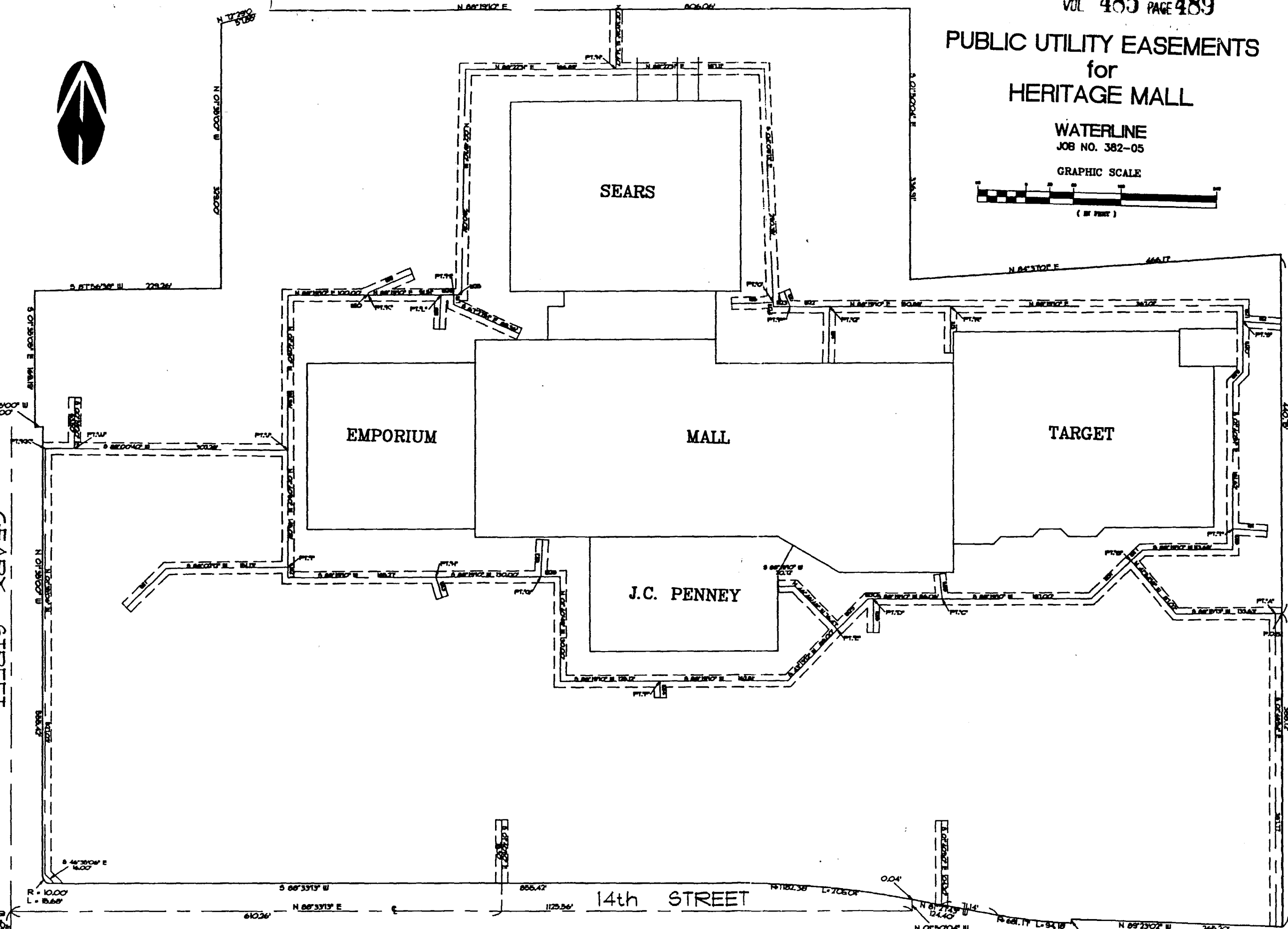
# PUBLIC UTILITY EASEMENTS for HERITAGE MALL

WATERLINE  
JOB NO. 382-05

GRAPHIC SCALE



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----



602

Nov 3 11 39 AM '88

STEVE DRUCKENMILLER  
Linn County Clerk

By *[Signature]*, Deputy  
City of Albany

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: 480

6096

**Westlake Consultants Inc.**  
 Hilltop Business Center  
 7340 S.W. Hunziker, Suite 204  
 Tigard, Oregon 97223

PLANNING  
SURVEYING  
ENGINEERING

SE CORNER ABRAHAM HACKLEMAN D.L.C. '62

Cannot locate original

Copy in Recorder File 1908