

RESOLUTION NO. 3674

BE IT RESOLVED BY THE ALBANY CITY COUNCIL THAT IT DOES HEREBY ACCEPT THE FOLLOWING EASEMENT:

Grantor

Periwinkle Apartments Limited Partnership

Purpose

Permanent public utility easement across property recorded by deed in Volume 687, Page 673, Linn County Microfilm Deed Records

DATED THIS 24TH DAY OF JULY 1996.



Mayor

ATTEST:




City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 16th day of April, 1996, by and between **Periwinkle Apartments Limited 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 said public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:

A utility easement of varying widths for permanent public utilities easements for sanitary sewer and domestic water lines across portions of that property conveyed to Periwinkle Apartments Limited Partnership by deed recorded in Volume 687, Page 673, Linn County Microfilm Deed Records as shown on Exhibit A and described as follows:

Beginning at a point on the North Right-of-way line of 21st Avenue, said point being North 89°57'00" West 123.83 feet from the Southeast corner of Parcel 2, Partition Plat No. 1993-66, a Minor Land Partition of record located in the southeast 1/4 of the southwest 1/4 of Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon thence running North 01°22'22" West 425.27 feet; thence North 33°43'13" East 10.54 feet; thence North 01°47'55" West 60.63 feet; thence North 88°37'38" East 24.36 feet; thence North 01°22'22" West 10.00 feet; thence South 88°37'38" West 24.44 feet; thence North 01°47'55" West 18.98 feet; thence North 88°56'58" East 36.78 feet; thence North 01°47'55" West 15.16 feet; thence South 88°56'58" West 168.89 feet; thence North 00°03'00" East 108.77 feet to a point on the North line of said tract; thence South 88°56'58" West 15.00 feet; thence South 00°03'00" West 124.38 feet; thence South 88°56'58" West 5.13 feet; South 00°03'00" West 25.67 feet; thence North 88°56'58" East 21.03 feet; North 51°29'54" East 26.75 feet; thence North 88°56'58" East 96.09 feet; thence South 01°47'55" East 75.16 feet; thence South 33°43'13" West 27.88 feet; thence South 01°22'22" East 415.16 feet to the North line of 21st Avenue; thence South 89°57'00" East 25.01 feet to the point of beginning, and containing 0.43 acres of land, 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.
- 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 Granters have hereunto fixed their hands and seals the day and year above written.

GRANTOR:

Periwinkle Apartments Limited Partnership

By: William E. Colson
William E. Colson

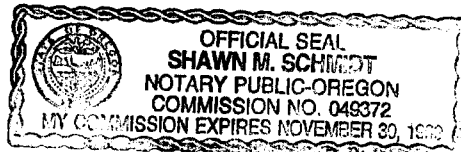
By: Reginald E. Hansen
Reginald E. Hansen

STATE OF OREGON)
County of Marion) ss.
City of Salem)

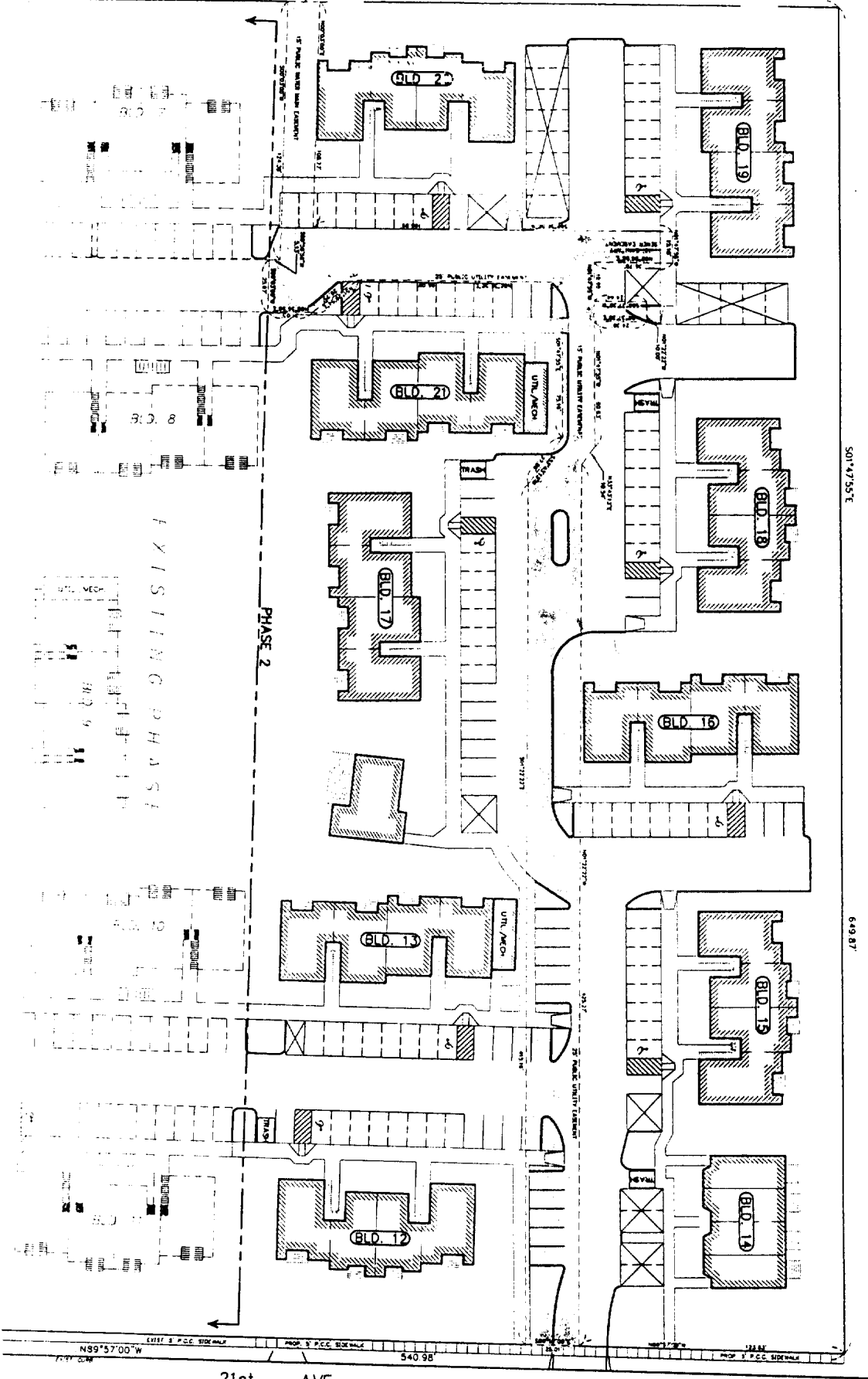
The foregoing instrument was acknowledged before me this 16 day of April, 1996, by William E. Colson and Reginald E. Hansen as his/her voluntary act and deed. Partnes of Periwinkle Apartments Limited Partnership

Shawn M. Schlot
Notary Public for Oregon

My Commission Expires: NOV 30 1999



609 18



S01°47'55\"/>

649 87

21st. AVE.

EXHIBIT A

CITY OF ALBANY:

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

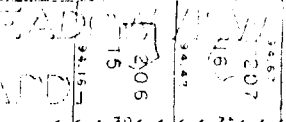
I, Gary Holliday as City Manager Pro Tem of the City of Albany, Oregon, pursuant to Resolution Number 3674 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 24 day of July, 1996.

Gary Holliday
City Manager Pro Tem

ATTEST:

Betty Langwell
City Clerk

MEADOW PLACE



21ST AVENUE

SEE MAP 11 3W 178A

PART OF
2ND SUPP. PLAT TO
MEADOWVIEW ADD.

NO. 1993-88

C.S. 20828

8-1
212
820A
PARTITION PLAT
was part of zero base

PARCEL 1

PARCEL 2

(C.S. 1803)

(22.26 CH.)

See Map 11 3W 80C

Sec 8
Sec 17

ALBANY
11 3W 80C

DEC 14 1995

STATE OF OREGON
County of Linn

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

STEVE DRUCKENMILLER
Linn County Clerk

By KV, Deputy

MF 817
PAGE 265

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R 25
S 10
A
O

Jul 30 12 02 PM '96

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Resolution No. 3674

Recorded Document Recorder File No. 2822