

RESOLUTION NO. 3829

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Seventh Avenue Medical Building, L.L.C.

Purpose

A permanent public utility easement located in the NE¼ of section 12, T11S, R4W, WB & M, Block 60, City of Albany, Linn County, Oregon.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement.

DATED THIS 13TH DAY OF AUGUST 1997.

*Wayne M Lusk*

\_\_\_\_\_  
Council President

ATTEST:

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

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of JULY, 1997, by and between Seventh Avenue Medical Building, L.L.C. 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, undergrowth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

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

A STRIP OF LAND FOR UTILITY PURPOSES LOCATED IN THE NE ¼ OF S12, T11S, R 4 W, WB &M, BLOCK 60, CITY OF ALBANY, LINN COUNTY, OREGON.

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 60; THENCE SOUTH 81°45'00" WEST 379.41 FEET; THENCE SOUTH 8°24'27" EAST 111.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81°45'00" WEST 91.00 FEET; THENCE NORTH 8°15'00" WEST 10.00 FEET; THENCE NORTH 81°45' EAST 91.00 FEET; THENCE SOUTH 8°15'00" EAST 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 910 SQUARE FEET MORE OR LESS. (BASIS OF BEARINGS AND DISTANCES C.S. 17910).

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.

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P.O. Box 490, Albany, OR 97321

- 5. Upon performing any construction, maintenance, evaluation and/or repair the City shall return the site to original or better condition.
- 6. No permanent structure shall be constructed within the limits of this easement.
- 7. With respect to any construction work performed within the limits of this easement related to the sanitary sewer line reconstruction shown on Exhibit "A", the site restoration shall be in accordance with Exhibit "B". The requirements of this paragraph become void at the time the Exhibit "A" work is accepted by the City.

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

GRANTOR:

Seventh Avenue Medical Buildings, L.L.C.

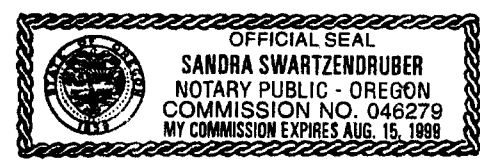
By: *D. D. Mulkey*  
Daniel D. Mulkey, M.D., Partner

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

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 1997, by Daniel D. Mulkey as his voluntary act and deed.

*Sandra Swartzendruber*  
Notary Public for Oregon

My Commission Expires: 8/15/99



CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 3829 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 13<sup>th</sup> day of August, 1997.

  
\_\_\_\_\_  
City Manager

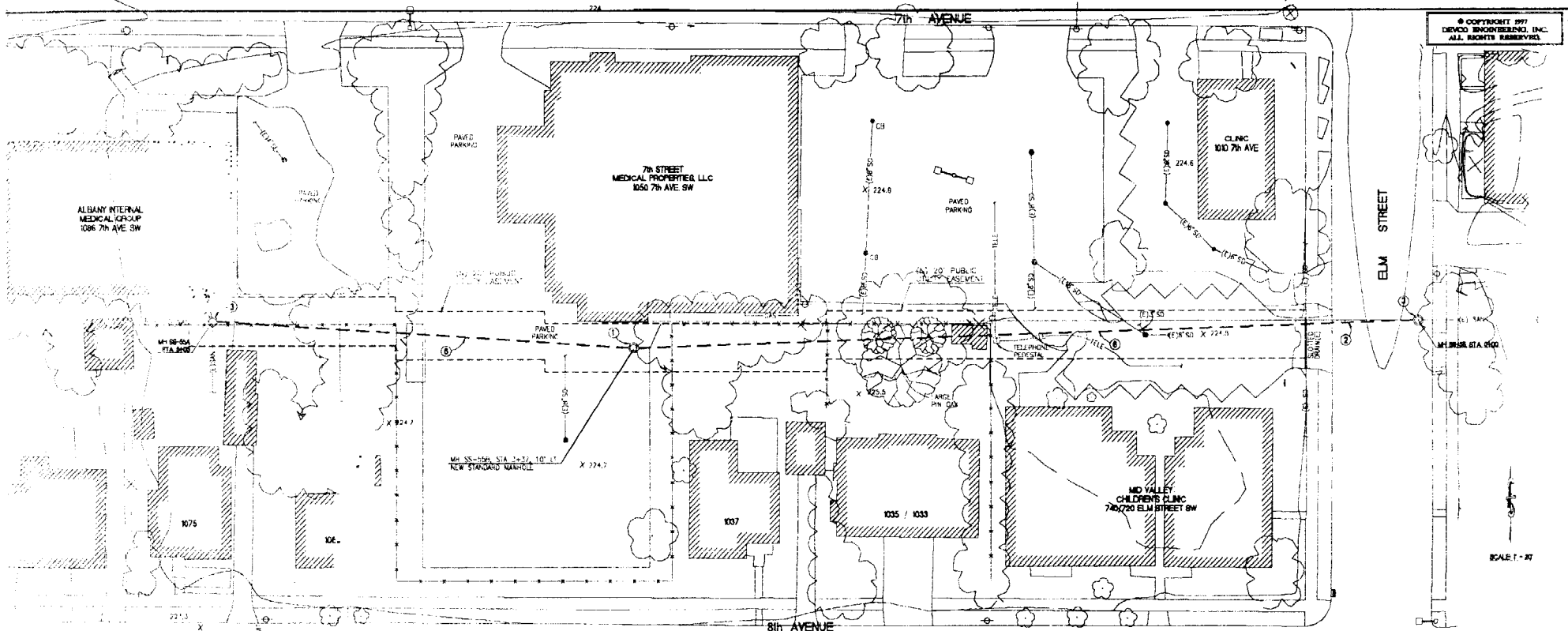
ATTEST:

  
City Recorder

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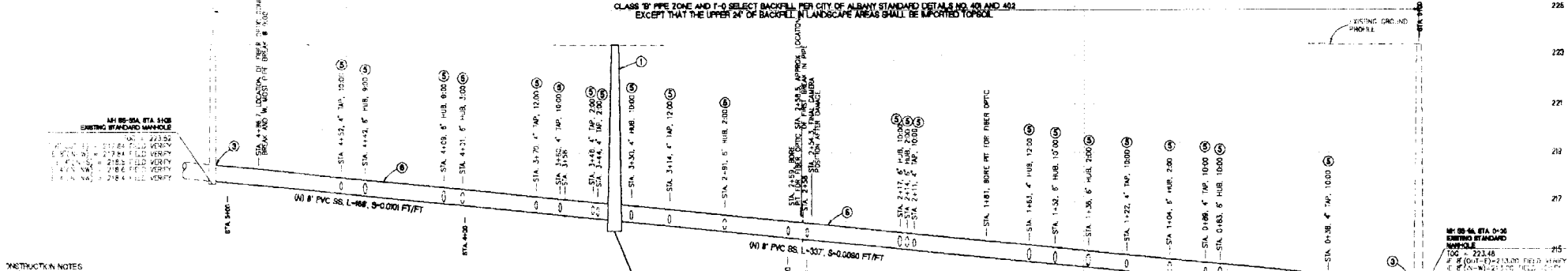
224.3 X 224.4



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EXHIBIT "A"  
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CLASS B PIPE ZONE AND T-0 SELECT BACKFILL PER CITY OF ALBANY STANDARD DETAILS NO. 40 AND 40A EXCEPT THAT THE UPPER 2" OF BACKFILL IN LANDSCAPE AREAS SHALL BE MOTTED TOPSOIL



**INSTRUCTION NOTES**

1. THE MANHOLE EXISTING SHALL BE REPAIRED AND FINISHED USING AN APPROVED NON-SHIMING GROUT. SHIMMING GROUT IS NOT ACCEPTABLE.
2. ALL GROUT TO BE PLACED IN CONTACT WITH THE CURB. CONCRETE SHALL BE PLACED IN THE USE OF AN APPROVED COMMERCIAL CONCRETE BONDING AGENT. WATER IN A BONDING AGENT WILL NOT BE ALLOWED.
3. NOT USED.
4. EXISTING EXPOSED SURFACE MATERIALS PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401 AND STANDARD SECTION 401.1 AND PROVIDE CLEAN-OUT AT EASEMENT LINE PER DETAIL 17C-100.
5. CONSTRUCT NEW SANITARY SEWER PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401.

**Devco**  
 ENGINEERING, INC.  
 7th Street Medical Properties LLC  
 SANITARY SEWER REPLACEMENT  
 PLAN AND PROFILE

Job No. 97-28 ISSUED 1/13/97

DRAWING C2.01

NO.	REVISION	DATE



**EXHIBIT "B"**  
**SITE RESTORATION**

Landscaping shall be restored by Shadetree Landscape, Inc., as directed by Tom Lundberg, to a condition which is equal to or better than existing, recognizing that the replacement of major trees and shrubs shall be limited in size and availability to local nurseries.

Trenching near major vegetation shall be supervised by Shadetree Landscape, Inc. in order to minimize any root damage. Any required root pruning and/or repair shall be performed by Shadetree Landscape, Inc. at their discretion.

The existing fencing shall be temporarily relocated and/or dismantled as required and replaced and/or assembled in its original location to a condition which is equal to or better than existing. Said determination being made by Tom Lundberg, Shadetree Landscape, Inc.

The attached photographs document the present condition of the site within the general limits of the easement.





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 Sm, Deputy

M  
R 35  
S 70  
A  
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Aug 19 3 13 PM '97 <sup>45</sup>

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Recorded Document Recorder File No. 3007