

RESOLUTION NO. 4498

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Lawrence and Deborah Mead

Purpose

A 12-foot-wide permanent public utility easement described in attached EXHIBIT A and as shown in attached EXHIBIT B and EXHIBIT C.

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

DATED THIS 10TH DAY OF OCTOBER, 2001.



Mayor

ATTEST:



City Recorder Clerk

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this ^{20th} day of September, 2001, by and between **Lawrence and Deborah Mead**, hereinafter called Grantor, 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 grantor has this day bargained and sold and by these presents does 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 water utilities for the purpose of conveying public water 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 water utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 - A 12-foot wide public utility easement, more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
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 of the water utility. This easement is not for other public access.
3. The easement granted is in consideration of the following:
 - a) The City shall pave the driveway on Tax Lot 11-4W-24C-100 with 5-inches of asphalt over 9-inches of compacted crushed rock. Weather permitting, this work shall be completed within three (3) weeks of acceptance of the water line. EXHIBIT "C" shows the extent of the paving limits.
 - b) The City shall pave the driveway on Tax Lot 11-4W-24-616, with 3-inches of asphalt over 9-inches of compacted crushed rock. Weather permitting, this work shall be completed within three (3) weeks of acceptance of the water line. EXHIBIT "C" shows the extent of the paving limits.
 - c) The Grantor shall retain the right to pay for having a portion of the driveway on Tax Lot 11-4W-24-616 constructed out of concrete in lieu of asphalt. See EXHIBIT "C".
 - d) The City will participate in the cost of item c) if items a) and b) have an aggregate cost of less than \$4,500 for the City to construct them. The City's maximum participation in item c) will be the difference between \$4,500 and the actual cost to construct items a) and b).
 - e) The City shall install a water service off of 53rd Avenue. The water meter box will be located at the property line of 11-4W-24C-100 and 53rd Avenue. A 1 1/4 inch water service shall be installed between the meter box and the house on Tax Lot 11-4W-24-616.
 - f) The City shall waive all Water In Lieu of Assessment charges at the time the Grantor or current property owner connects to the public water system. The Grantor shall pay system Development Fees at the time they connect to the public water system. Meter charges shall be limited to the "Water Meter Drop in Fee" in force at time of connection. No additional fee for the water service shall be charged.

- g) No construction vehicles shall enter onto the existing bridge on the south end of the property.
- 4. The Grantor does 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 Grantor has hereunto fixed his hand and seal the day and year above written.

GRANTORS:

Lawrence K. Mead
Lawrence K. Mead

Deborah L. Mead
Deborah L. Mead

CITY OF ALBANY:

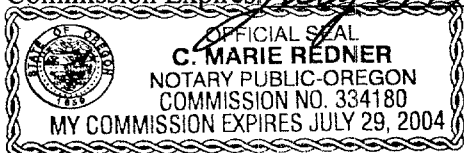
STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 449, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 11 day of October, 2001.

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

The foregoing instrument was acknowledged before me this 28 day of September 2001, by Lawrence K. and Deborah L. Mead as his/her voluntary act and deed.

C. Marie Redner
Notary Public for Oregon
My Commission Expires: July 29, 2004



Steve Bryant
City Manager

ATTEST:

Margaret Langueel
City Recorder clerk

CITY OF ALBANY:

City Manager

ATTEST:

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

City Recorder

I, Steve Bryant 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 instrument pursuant to the terms thereof this _____ day of _____, 2001.

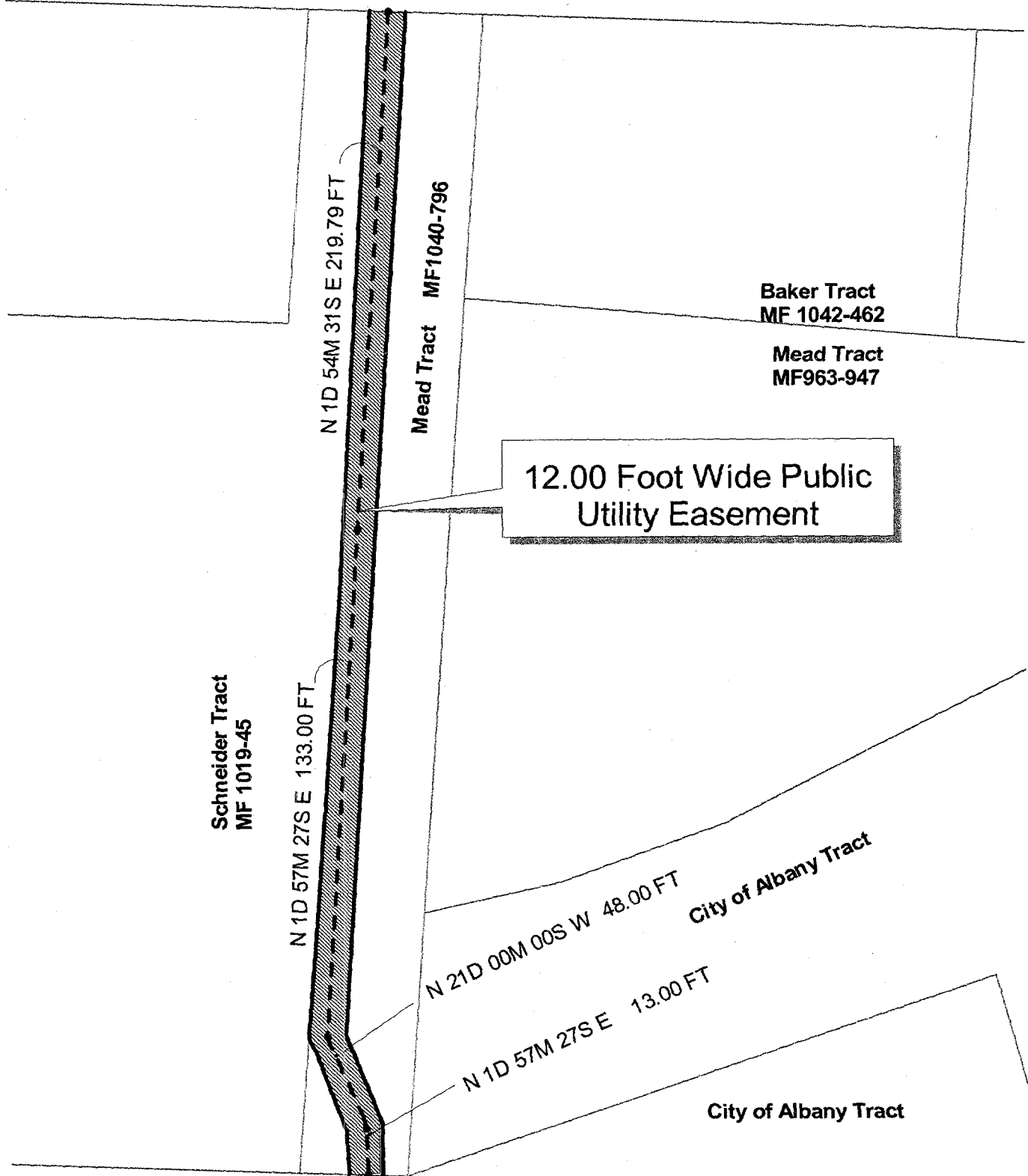
Exhibit "A"

(Legal Description for a 12-foot wide public utility easement over a public water main)

A 12-foot wide Public Utility Easement centered over the following line: Beginning at a point on the south property line of the Mead Tract described in the Linn County, Oregon Deed Records, Volume 1040 Page 796, said point lying N 89° 38' 00" W 12.50 feet from the Southeast corner of said Mead Tract; thence parallel with the west line of said Mead Tract, N 01° 57' 27" E 13.00 feet; thence N 21° 00' 00" W 48.00 feet to a point lying S 88° 02' 33" E 6.00 feet from the West line of said Mead Tract; thence N 01° 57' 27" E 133.00 feet, parallel with the west line of said Mead Tract; thence N 01° 54' 31" E 219.79 feet, parallel with the west line of said Mead Tract to the South Right-of-way line of 53rd Avenue SW. As shown on the attached map labeled Exhibit "B".

53RD AVE.

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12.00 Foot Wide Public Utility Easement

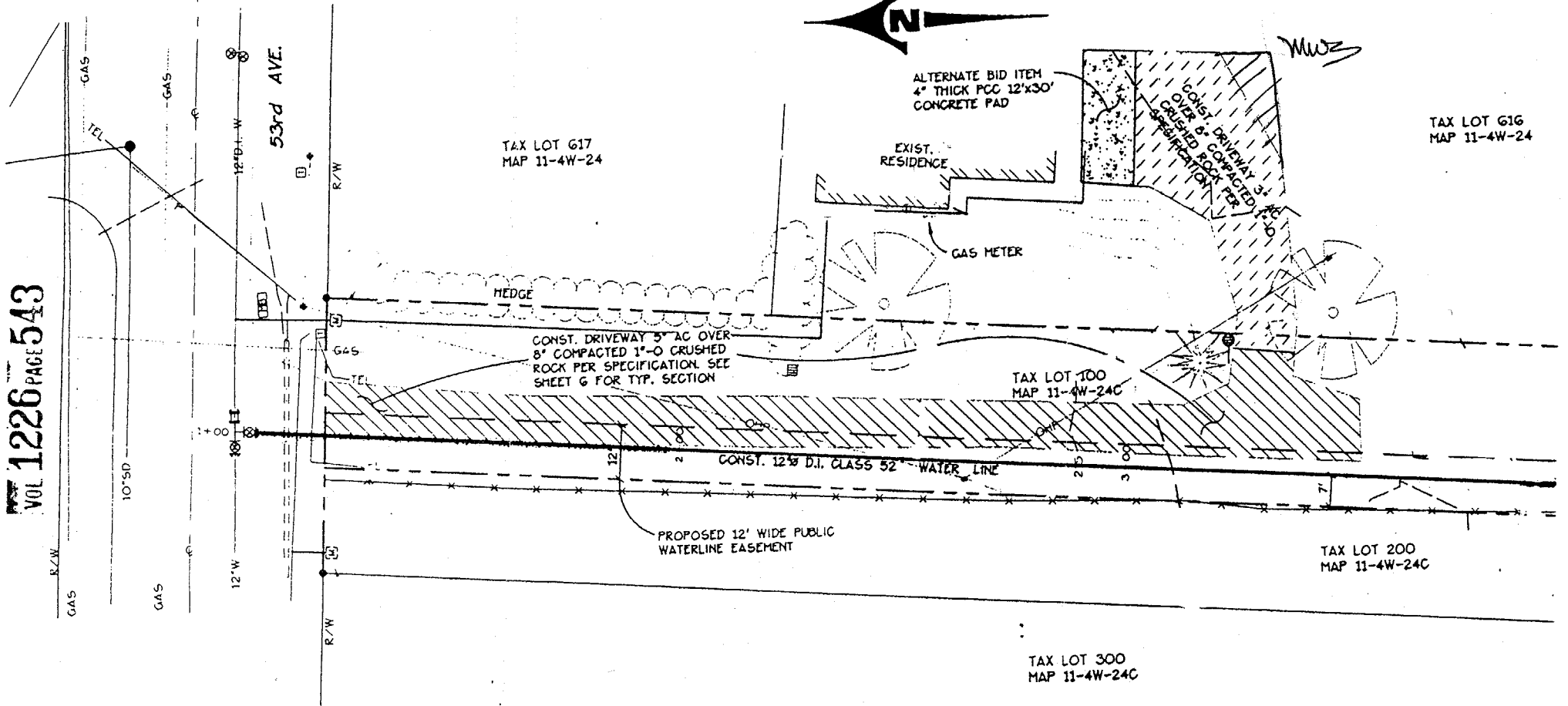


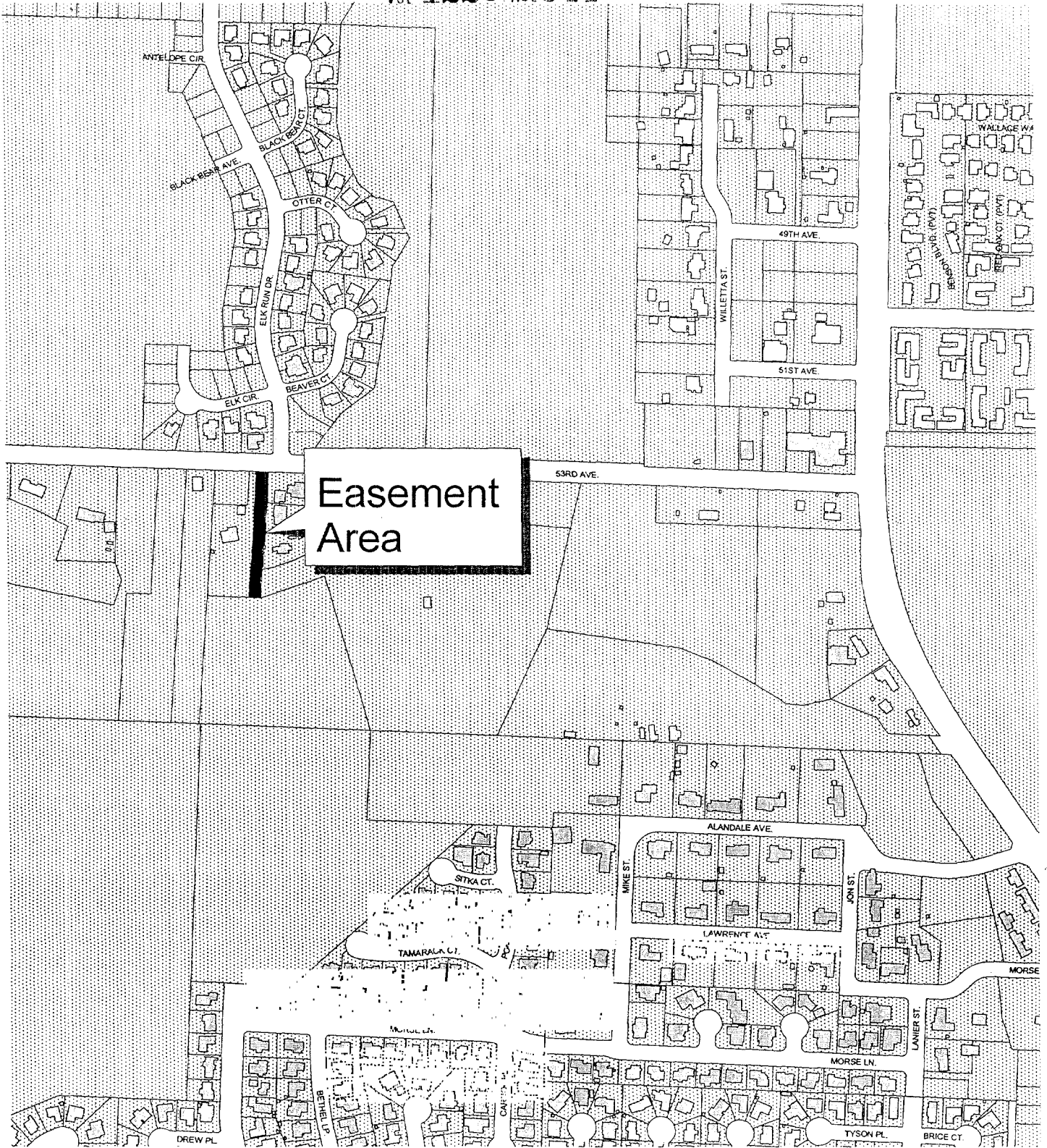
0 50 Feet

Exhibit B

EXHIBIT C

(Driveway Paving Limits)





Vicinity Map for Water Line Easement



0 450 Feet

Public Works

Gordon Steffensmeier

gordons nil

Sep 10, 2001

The City of Albany's infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation, and verification. All the information provided represents current information in a readily available format. While the information provided is generally believed to be accurate, occasionally this information proves to be incorrect, and thus its accuracy is not warranted. Prior to making any property purchases or other investments based in full or in part upon the information provided, it is specifically advised that you independently field verify the information contained within our records.



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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.

STEVE DRUCKENMILLER
Linn County Clerk

By SR, Deputy

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A
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Recorded Document Recorder File No. 3901