

RESOLUTION NO. 5701

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

George K. Koos and Cory H. Koos

Purpose

Access/maintenance easement along the Santiam-Albany Canal and Burkhart Creek northwest of Lebanon


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

DATED AND EFFECTIVE THIS 12th DAY OF November 2008.

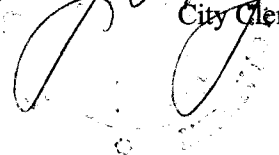


Mayor

ATTEST:



City Clerk



LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY, OREGON **2008-22315**
E-EAS
Cnt=1 Stn=1 COUNTER 12/01/2008 11:31:47 AM
\$30.00 \$10.00 **\$40.00**



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Steve Druckenmiller - County Clerk

After Recording Return To:

City of Albany City Clerk

PO Box 490

Albany, OR 97321

All Tax Statements Should Be Sent To:

City of Albany - Exempt

1. Name/Title of Transaction - by ORS 205.234 (a)

Corrected EASEMENT AGREEMENT previously recorded in Linn County microfilm records 2008-13160.

Rerecorded to correctly reflect Exhibit "C" in place of Exhibit "A".

2. Grantor/Direct Party - required by ORS 205.125(1)(b) and ORS 205.160

George and Cory Koos

3. Grantee/Indirect Party - required by ORS 205.125(1)(a) and ORS 205.160

City of Albany

4. True and Actual Consideration (if there is one), ORS 93.030

\$.00

Grantor:
George and Cory Koos
33953 Langmack Rd.
Lebanon, OR 97355

Grantee:
City of Albany
333 Broadalbin St.
P.O. Box 490
Albany, OR 97321

After Recording, Return To:
Same As Above Grantee

LINN COUNTY, OREGON **2008-13160**
E-EAS
Cnt=1 Str=1 COUNTER **06/30/2008 03:55:25 PM**
\$25.00 \$11.00 \$10.00 **\$46.00**



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



EASEMENT AGREEMENT

RECITALS:

WHEREAS, Grantor owns real property in Linn County, Oregon, which contains portions of the Albany-Lebanon canal and Burkhart Creek; and

WHEREAS, Grantee needs an easement on the East side of Burkhart Creek for purposes of allowing access for maintenance of a diversion structure to be constructed by the Grantee.

AGREEMENT:

NOW THEREFORE, in partial consideration for Grantor's purchase of real property, commonly known as the Archibald Property, from Grantee, George K. and Cory H. Koos (Grantor), grant to the City of Albany and its successors (Grantee), a nonexclusive easement over Grantor's Property for access, that easement being more particularly described in Exhibit "A"^{"C"} attached hereto.

1. This Easement is perpetual.
2. Grantee shall remove no vegetation, particularly trees, from this Easement unless absolutely necessary for the use of this Easement. A substantial number of trees have been nurtured along the watercourses on Grantor's property for purposes of acting as a buffer between farm uses and the watercourses. It is the intent of the parties to avoid destroying those buffers. The parties agree that there will be no clear-cutting of trees from within the easement and Grantee shall replace any trees that are removed from this Easement with similar trees in a location intended to replace resulting gaps in the buffer between farm use and watercourse.
3. Grantee acknowledges that Grantor's property is farm property and is subject to common, customary and accepted farm or forest management activities for the operation of a commercial farm or forest. These practices ordinarily and necessarily produce noise, dust, smoke and other types of visual, odor, or noise impacts which Grantee accepts as normal and necessary farming or forestry management activities and holds Grantor harmless for any such use of Grantor's property that is conducted in accordance with federal and state laws.
4. Grantee shall compensate Grantor for any damage to Grantor's crops or property that may result from Grantee's use of this Easement.
5. The parties in no way intend this Easement to allow public access to Grantor's property, the Albany-Lebanon canal, or Burkhart Creek.

6. In the event suit or action is instituted by either party to enforce any of the terms or conditions of this Easement, the prevailing party shall be entitled to recover their reasonable attorney fees and costs in such suit, action or appeal. Costs shall include costs as allowed by law

NOTE: FIRST AMERICAN TITLE
IS RECORDING THIS DOCUMENT AS AN
ACCOMMODATION TO CLIENT ONLY AND
WILL NOT ASSUME ANY RESPONSIBILITY
AS TO ITS' VALIDITY.

First American Title 1204947 (Acco)

Resolution No. 5701

Recorded Document Recorder File No. 5132