

RESOLUTION 2677

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

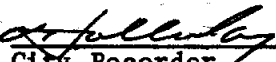
<u>Grantor</u>	<u>Purpose</u>
Linn-Benton Educational Service District	a public utility easement in Block 48, Hackleman's Second Addition to the City of Albany, Section 6, T. 11 W., R. 3 W., W.M., Linn County, Oregon.

Dated this 22nd day of April, 1987.



Mayor

ATTEST:



City Recorder

City of Albany
 P.O. Box 490
 Albany, OR 97321
Grantor's Name and Address
 Linn Benton Lincoln ESD
 905 4th Avenue SE
 Albany, OR 97321
Grantee's Name and Address
After recording, return to (Name, Address, Zip):
 City of Albany
 Finance Dept., P.O. Box 490
 Albany, OR 97321
Until requested otherwise, send all tax statements to (Name, Address, Zip):
 Linn Benton Lincoln ESD
 905 4th Avenue SE
 Albany, OR 97321-3199

STATE OF OREGON,
 County of _____ } ss.

I certify that the within instrument was received for recording on _____ at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____

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 MF 1270
 By JK, Deputy PAGE 355

Betty
 1891

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that the City of Albany, a municipality

hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto Linn Benton Lincoln Education Service District (ESD) 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 way appertaining, situated in Linn County, State of Oregon, described as follows, to-wit:

SEP 04 2002

Beginning at the Northeast Corner of the West 1/2 of the West 1/2 of Block 49 in Hackleman's Second Addition to the City of Albany, Oregon; thence Southerly parallel with the Westerly line of said Block 49 a distance of 113.0 feet to the Northeast Corner of the South 1/2 of the West 1/2 of the West 1/2 of said Block 49; thence Westerly parallel with the Northerly line of said Block 49 a distance of 18 feet; thence Northerly parallel with the Westerly line of said Block 49 a distance of 113.0 feet to the Northerly line of said Block 49; thence Easterly along the Northerly line of said Block 49 a distance of 18 feet to the place of beginning.

*The City of Albany conveys this property with the restriction that the Grantee use the area in conformance with a parking lot and public use. Otherwise, the property will be reconveyed back to the City of Albany.

(Map 11S-03W-06DD, Tax Lot 4200)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

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

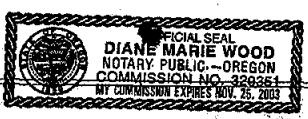
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1.00. However, the ~~amount of consideration is not to be construed as a limitation on the value of the property transferred.~~

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

IN WITNESS WHEREOF, the grantor has executed this instrument on March 5, 2002; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Ken Thompson
 Ken Thompson, Finance Director
 for the City of Albany, Oregon

STATE OF OREGON, County of Linn) ss.
 This instrument was acknowledged before me on _____
 by _____
 This instrument was acknowledged before me on March 5, 2002
 by Ken Thompson
 as Finance Director
 of the City of Albany



Diane Marie Wood
 Notary Public for Oregon
 My commission expires 11-25-03

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 30th day of March, 1987, by and between Linn-Benton Educational Service District, Albany, Oregon, , 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 utility service 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 consist of:

A 15 foot wide permanent easement centered on the following described line and as shown on the attached drawing labeled EXHIBIT A:

Beginning at the northwest corner of Block 48, Hackleman's Second Addition to the City of Albany, Section 6, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence northeasterly along the north property line of said block, 290.70 feet to the true point of beginning; thence southeasterly parallel to the west property line of said block 226.23 feet to the terminus of the herein described easement.

A 10 foot wide permanent easement centered on the following described line and as shown on the attached drawing labeled EXHIBIT A:

Beginning at the northwest corner of Block 48, Hackleman's Second Addition to the City of Albany, Section 6, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence northeasterly along the north property line of said block, 290.70 feet; thence southeasterly parallel to the west property line of said block, 113.50 feet to the true point of beginning; thence northeasterly parallel to the north property line of said block, 89.28 feet to the terminus of the herein described easement.

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 maintenance and repair purposes.

3. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:
 - a. The approval of CU-02-87.
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. The Grantor and the City acknowledge that, as of the date of Grantor signature on this easement document, a structure exists on the public utility easement described herein. The existing structure is located on the public utility easement as shown on attached EXHIBIT A. Neither additional permanent structures nor additions to the existing structure may be constructed on the public utility easement. If the existing structure is removed from its location shown in EXHIBIT A, no permanent structure may be reconstructed in its place.
7. When, in the City's opinion, it is necessary to reconstruct those public facilities that are located in that portion of the easement described herein that is under the existing structure shown in EXHIBIT A, the City shall notify the property owner in writing of the need for the major reconstruction and the time which will be allowed for said reconstruction. Major reconstruction shall mean replacement or realignment of any or all of the public utilities on the grantor's property that are located in that portion of the easement described herein that is under the existing structure shown in EXHIBIT A. Routine maintenance such as cleaning, root removal, and grouting of the public utility is not intended to be included as part of 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 utility. 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 below written.

Donald B. Smith, Superintendent
Linn-Benton Education Service District

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

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

The foregoing instrument was acknowledged before me this 30 day of March, 1987 by grantor(s) as his/her/their voluntary act and deed.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2677, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 23rd day of April, 1987.

Laura Steinhilber
Notary Public for Oregon
My Commission Expires: 3/27/89

CITY OF ALBANY, OREGON

William B. Barrons
City Manager

[Signature]
City Recorder

C.S. 2468
3 W 8 DD (C.S. 2450)

EXHIBIT A

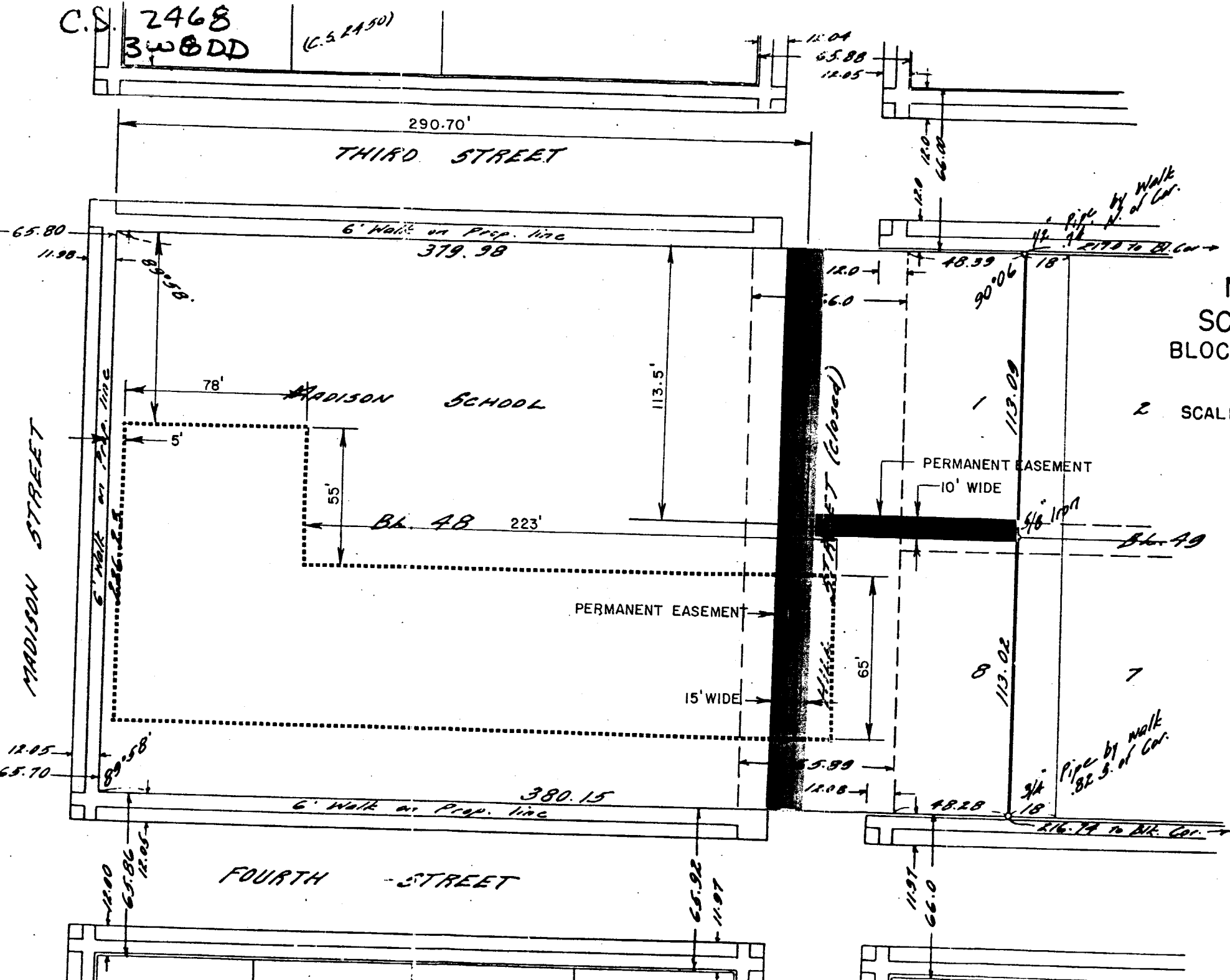
C. S. 2468
MADISON SCHOOL
SCHOOL DISTRICT NO. 7
BLOCK 48, HACKLEMAN'S 2ND. ADD.
ALBANY, OREGON

SCALE: 1" = 50'

JULY 1947

WALTER W. LARSEN
COUNTY SURVEYOR

VOL. 443
PAGE 325



Pipe by walk
N. of Cor.
217.70 to Bl. Cor.

Pipe by walk
S. of Cor.

ENTERED MAY 27 1987

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 443 Page: 322

16.00

At 8:30 O'clock a.m.

STEVE DRUCKENMILLER
Linn County Clerk

By R.D.J. Deputy

City of Albany
P.O. Box 490
Albany, Oregon

Resolution No. 2677

Recorded Document Recorder File No. 1891