

RESOLUTION NO. 2696

WHEREAS, the Albany Boys' & Girls' Club, Inc., granted to the City of Albany an easement for bicycle path purposes on their property on July 7, 1981, recorded at Volume 295, page 653, Linn County Records; and

WHEREAS, the Albany Boys' & Girls' Club, Inc., granted an unrecorded easement for bicycle path purposes to the City of Albany, dated November 7, 1980; and

WHEREAS, the City of Albany has entered into an agreement to purchase the former Southern Pacific Railroad Company right-of-way adjacent to the Albany Boys' & Girls' Club, Inc., property; and

WHEREAS, upon the purchase of this property, there will no longer be a need for bicycle easements on the Albany Boys' & Girls' Club property.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council quitclaims their interest in these bicycle path easements to the Albany Boys' & Girls' Club, Inc.

DATED this 10th day of June, 1987.



Mayor

ATTEST:



City Recorder

OA

QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS, That CITY OF ALBANY, a municipal corporation, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Albany Boys and Girls Club, a non-profit organization 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-wise appertaining, situated in the County of Linn, State of Oregon, described as follows, to-wit:

Any and all easements heretofore granted to the City of Albany by the Albany Boys and Girls Club upon property owned by the Albany Boys and Girls Club, Inc., in Township 11, Range 3W, Section 7, Linn County, Oregon, for bicycle path purposes, including but not limited to the easement dated July 7, 1981, recorded at Volume 295 page 653, Linn County Records, and an unrecorded easement for Bicycle path dated November 7, 1980.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ None.

However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

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

In Witness Whereof, the grantor has executed this instrument this 12 day of June, 1987; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

William B. Barron, City Manager

STATE OF OREGON, County of Linn, June 12, 19 87.

Personally appeared the above named William B. Barron

STATE OF OREGON, County of ... 19...

Personally appeared ... and ... who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me: [Signature] Notary Public for Oregon My commission expires: 4/12/90

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: [Signature] Notary Public for Oregon My commission expires: (SEAL) (If executed by a corporation, affix corporate seal)

City of Albany GRANTOR'S NAME AND ADDRESS Albany Girls & Boys Club 1215 S Hill Albany, OR 97321 GRANTEE'S NAME AND ADDRESS After recording return to: Scott & Norman, F. C. P.O. Box 901 Albany, OR 97321 NAME, ADDRESS, ZIP Until a change is requested all tax statements shall be sent to the following address. Albany Girls & Boys Club 1215 S Hill Albany, OR 97321 NAME, ADDRESS, ZIP

STATE OF OREGON, County of ... I certify that the within instrument was received for record on the ... day of ... 19..., at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as document/tee/file/instrument/microfilm No. ... Record of Deeds of said county. Witness my hand and seal of County affixed. NAME TITLE By ... Deputy

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF
BICYCLE PATH

THIS AGREEMENT, made and entered into this 7th day of July, 1981, by and between ALBANY BOYS' CLUB, INC., herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of NO DOLLARS (\$0.00), Grantor does hereby convey and transfer unto the City of Albany, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at any time that it may see fit, and to construct, maintain and repair a bicycle path 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 bicycle path and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the said bicycle path.

The easement and right-of-way hereby granted covers a strip of land 12 feet in width for the purpose of construction and maintenance over the following described property:

The northernmost 12 feet of even width of the following described real property, to wit:
Beginning at a point where the East line of Hill Street extended intersects the South line of the railroad right of way, said point being 882.8 feet South 8° 15' East from the Southwest corner of Block 54, in HACKLEMAN'S SECOND ADDITION to Albany, Oregon; and running thence South 8° 15' East 166 feet; thence North 81° 45' East 505 feet; thence North 8° 15' West 111 feet to the South line of said railroad right of way; thence along said right of way on a 1614.3 foot radius to the right; (the chord of which curve bears South 87° 58' West) a distance of 510 feet to the place of beginning; EXCEPT the Easterly 20 feet of the above described premises, all being situated in Linn County, Oregon.

It is understood by and between the parties that by accepting this deed the City of Albany assumes all responsibility for the construction and maintenance of said bike path and agrees to defend and hold harmless the Albany Boys' Club, Inc. and its successors and assigns, from any and all damages or claims for damages arising from the public's use of said bike path and/or the City's maintenance thereof.

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors and assigns forever.

The City covenants that should it become necessary subsequent to the original construction of the said bicycle path, to enter in and upon the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

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.

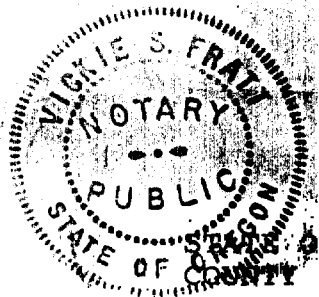
IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

ALBANY BOYS' CLUB, INC.

By [Signature] pres.

By [Signature]

_____, 19__



STATE OF OREGON)
COUNTY OF LINN) ss.

On this 7th day of July, 1981, personally appeared the above named Kirk E. Tabetts and Ed Vetter

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and Sworn to before me this 7th day of July, 1981.

Vickie S. Pratt
Notary Public for Oregon
My Commission Expires: 3-30-82

STATE OF OREGON)
COUNTY OF LINN) ss.
CITY OF ALBANY)

I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2266, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated this 23rd day of July, 1981.

CITY OF ALBANY, OREGON

By [Signature]
Mayor

[Signature]
Recorder

527938

700
Ret 1052

August 20, 1981

STATE OF OREGON
County Of Linn **COMPARED**

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

Volume: MF295 Page: 653

At 8:30 O'clock a.m.
Witness My Hand and Seal

DEL W. RILEY
Linn County Clerk

By Grace Anna Hunter
Deputy

City of Albany
P O Box 490
Albany, Ore 97321

Resolution No. 2696

Recorded Document Recorder File No. 1173