

RESOLUTION NO. 2777

BE IT RESOLVED BY THE CITY OF ALBANY CITY COUNCIL that it does hereby accept the following easements for the (SS-87-4) 36th Avenue and 37th Avenue Sanitary Sewer LID project.

<u>GRANTOR</u>	<u>PURPOSE</u>
Robert and Marian Chandler	1. Easement: A 10-foot wide permanent easement and a 20-foot wide temporary construction easement over portions of Lot 1, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.
Refugio Hernandez	2. Easement: A 7-foot wide permanent easement over a portion of Lot 10, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.
Steve and Sharon Montgomery	3. Easement: A 5-foot wide permanent easement over a portion of Lot 9, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.
Peter and Rita Mertz	4. Easement: A 7.5-foot wide permanent easement and a 5-foot wide temporary construction easement over a portion of Lot 22, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.
Carol King	5. Easement: A 7.5-foot wide permanent easement and a 5-foot wide temporary construction easement over a portion of Lot 23, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.
Dennis Clark	6. Easement: A 3-foot wide permanent easement over a portion of Lot 36, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.
Foy and Lera McKinney	7. Easement: A 7-foot wide permanent easement and a 10-foot wide temporary construction easement over a portion of Lot 37, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.
Jack and Adeela Wood	8. Easement: A 5-foot wide permanent easement and a 5-foot wide temporary construction easement over a portion of Lot 18, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.

GRANTOR

PURPOSE

Chester and Vivian Schliep

9. Easement: A 5-foot wide permanent easement and a 5-foot wide temporary construction easement over a portion of Lot 19, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.

George Whiteford

10. Easement: A 5-foot wide permanent easement and a 10-foot wide temporary construction easement over a portion of Lot 28, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.

Herold Atlee

11. Easement: A 10-foot wide permanent easement and a 10-foot wide temporary construction easement over a portion of Lot 3, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.

Roger & Nancy Reppeto (owner)  
Douglas Parker (purchaser)

12. Easement: A 5-foot wide permanent easement over a portion of Lot 27, Calapooya Acres Subdivision, City of Albany, Linn County, Oregon.

DATED this 13th of April, 1988.

Mayor



ATTEST:

  
City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 3 day of March, 1988, by and between Refugio Hernandez, 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, under-growth, 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 7 foot wide permanent easement that is parallel, adjacent, and west of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the northeast corner of Lot 10, Calapooya Acres Sub-division, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the east property line of said lot, a distance of 143.00 feet, to the intersection of the east property line of said lot, with the south property line of said lot, and there terminating.

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 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 sum of one dollars (\$1.00) for the permanent easement.
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. No permanent structure shall be constructed on this easement.

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

Refugio Hernandez  
Refugio Hernandez

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 31 day of March, 1988, 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 2777 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988



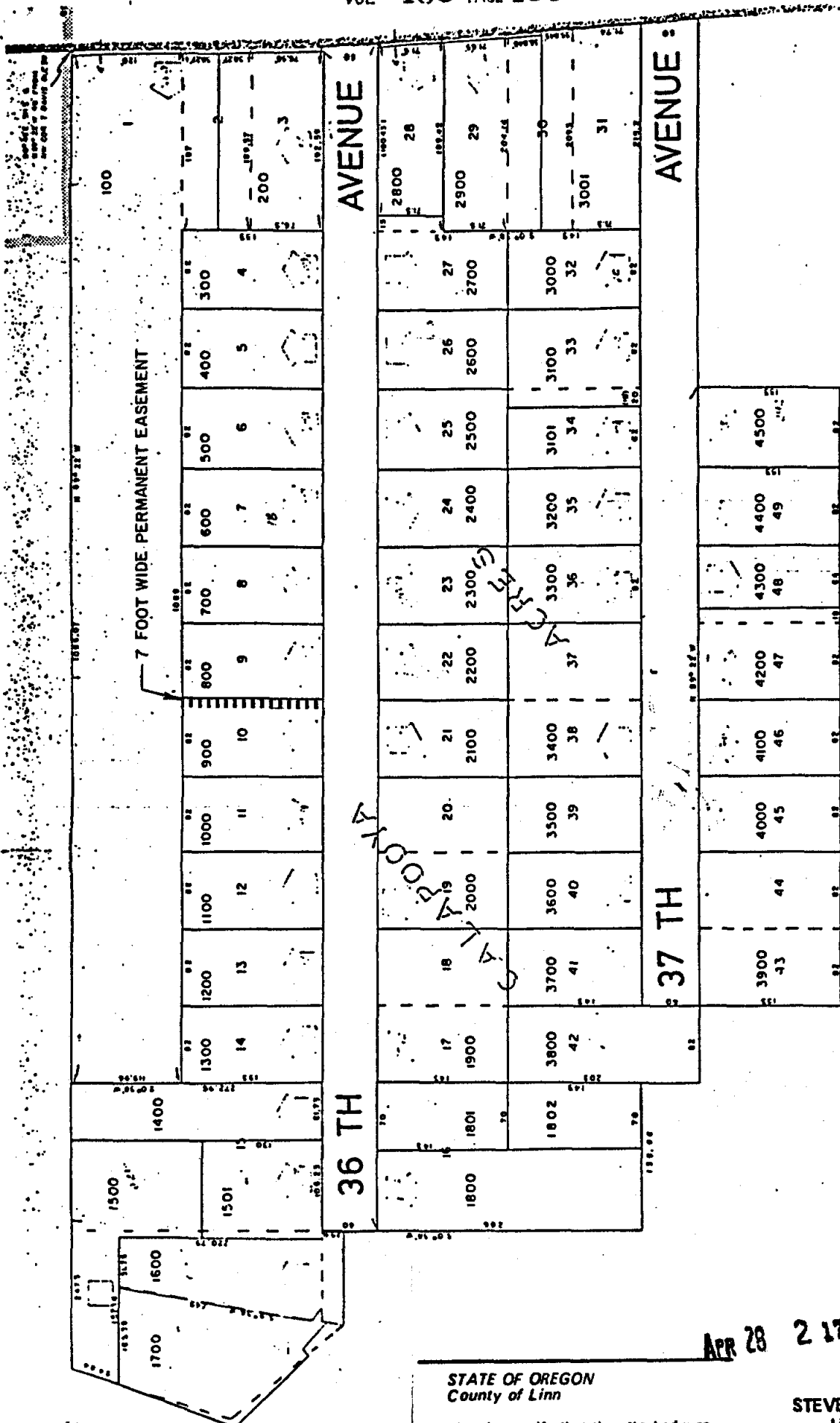
Virginia Louise Ribera  
Notary Public for Oregon  
My Commission Expires: 12-10-89

CITY OF ALBANY, OREGON

William B. Barrons  
City Manager

W. J. Clulley  
City Recorder





**EXHIBIT A**

APR 28 2 17 PM '88

15<sup>00</sup>

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

*(Signature)*

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this <sup>19<sup>th</sup></sup> day of February 1988, by and between Robert and Marian Chandler, 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, under-growth, 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) A 10 foot wide permanent easement as described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at a point on the north property line of Lot 1, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon, said point being S 89°22'E, 554.41 feet from the northwest corner of said lot; thence S 0°38'W, a distance of 109.87 feet, to a point which is N 0°38'E, 10.00 feet from the south property line of said lot; thence N 89°22'W, parallel to the south property line of said lot, a distance of 136.70 feet; thence S 0°38'W, to the south property line of said lot, a distance of 10.00 feet; thence S 89°22'E, on the south property line of said lot, a distance of 146.70 feet; thence N 0°38'E, to the north property line of said lot, a distance of 119.87 feet; thence N 89°22'W, on the north property line of said lot, a distance of 10.00 feet to the point of beginning, containing 0.059 acres more or less.

- B) A 20 foot wide temporary construction easement as described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at a point on the north property line of Lot 1, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon, said point being S 89°22'E, 534.41 feet from

the northwest corner of said lot; thence S 0°38'W, a distance of 89.87 feet, to a point which is N 0°38'E, 30.00 feet from the south property line of said lot; thence N 89°22'W, parallel to the south property line of said lot, a distance of 116.70 feet; thence S 0°38'W, a distance of 20.00 feet, to a point 10.00 feet off the south property line; thence S 89°22'E, parallel to the south property line of said lot, a distance of 136.70 feet; thence N 0°38'E, to the north property line of said lot, a distance of 109.87 feet; thence N 89°22'W, on the north property line of said lot, a distance of 20.00 feet, to the point of beginning, containing 0.104 acres more or less.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollars (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollars (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

X Robert Chandler  
Robert Chandler  
Marian Chandler  
Marian Chandler

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 19th day of February, 1988, by grantor(s) as his/her/their voluntary act and deed.

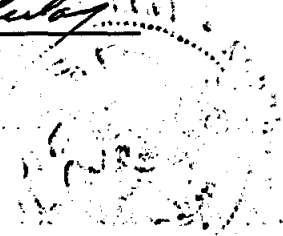
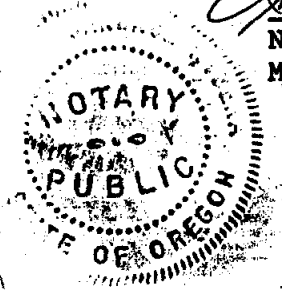
I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988

Ingram Gordon Peven  
Notary Public for Oregon  
My Commission Expires: 12-10-88

CITY OF ALBANY, OREGON

William B. Barrons  
City Manager

[Signature]  
City Recorder





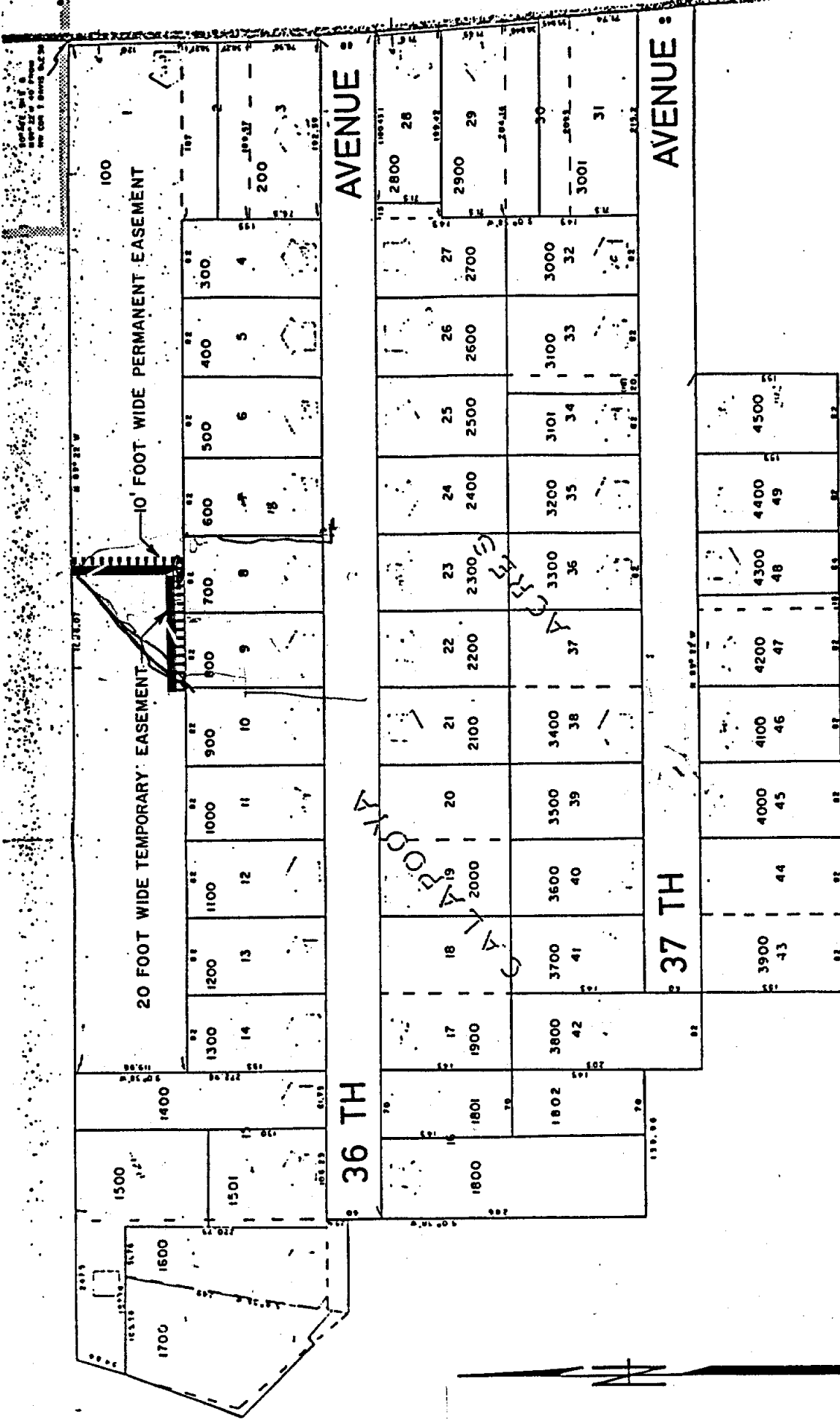


EXHIBIT A

2000 NTC

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March, 1988, by and between Steve and Sharon Montgomery, 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, under-growth, 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 5 foot wide permanent easement that is parallel, adjacent, and east of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the northwest corner of Lot 9, Calapooya Acres Sub-division, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the west property line of said lot, a distance of 143.00 feet, to the intersection of the west property line of said lot, with the south property line of said lot, and there terminating.

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 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 sum of one dollars (\$1.00) for the permanent easement.

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. No permanent structure shall be constructed on this easement.

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

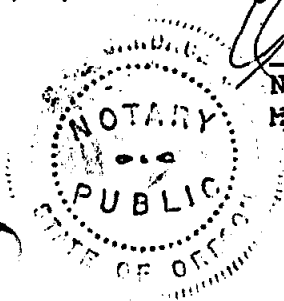
Steve Montgomery  
 Steve Montgomery  
Sharon Montgomery  
 Sharon Montgomery

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 21<sup>st</sup> day of March, 1988, 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 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988



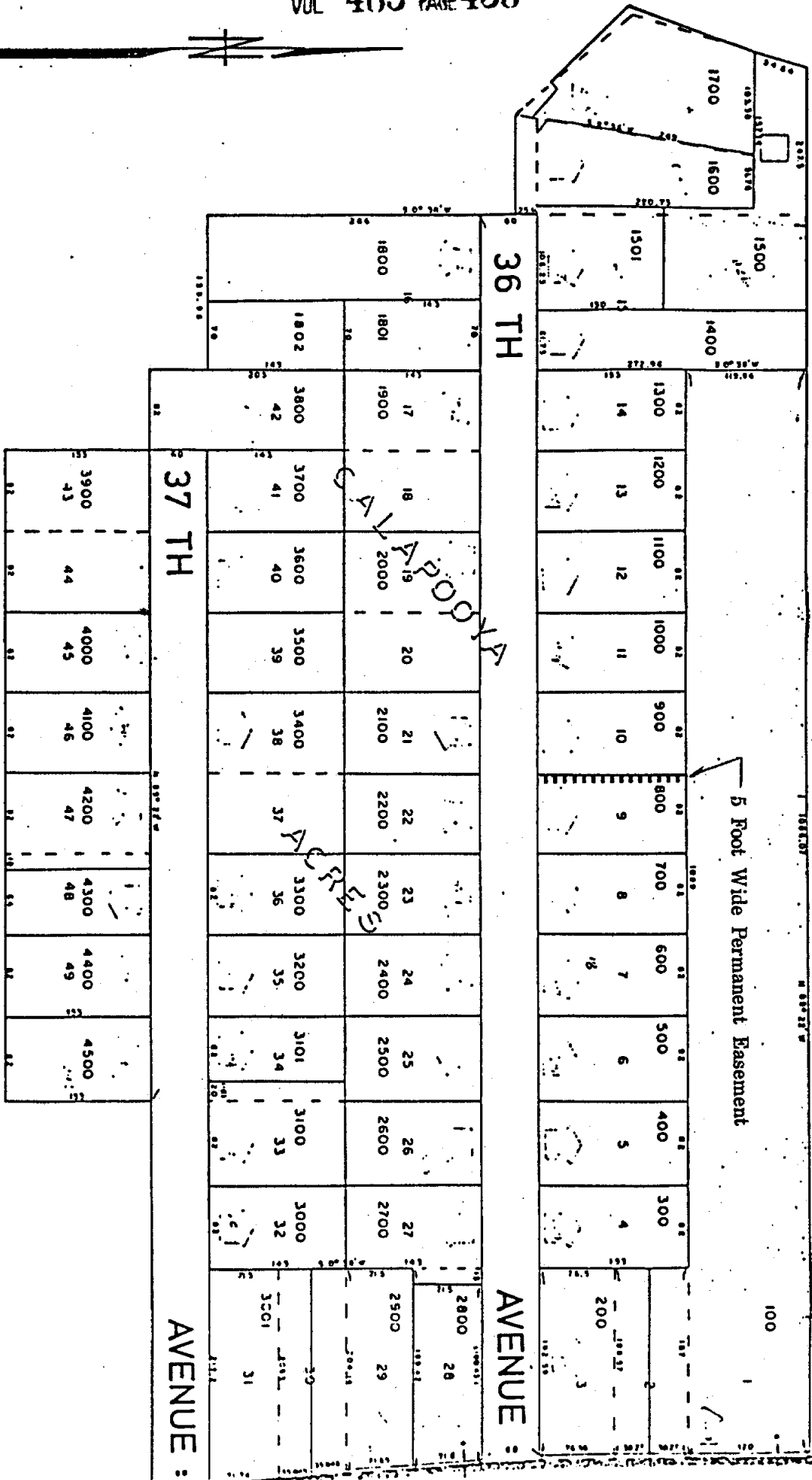
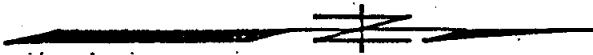
Virginia Louise Ribon  
 Notary Public for Oregon  
 My Commission Expires: 12-10-89

CITY OF ALBANY, OREGON

William Barrons  
 City Manager

[Signature]  
 City Recorder





**EXHIBIT A**

150

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of February, 1988, by and between Peter & Rita Mertz, 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 consist of:

- A) A 7.5 foot wide permanent easement that is parallel, adjacent, and west of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the northeast corner of Lot 22, Calapocoya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the east property line of said lot, a distance of 143.00 feet, to the intersection of the east property line of said lot, with the south property line of said lot, and there terminating.

- B) A 5 foot wide temporary construction easement that is parallel, adjacent, and west of the permanent easement described above and further shown on the attached drawing labeled EXHIBIT A.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollars (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollars (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

Peter Mertz  
 Peter Mertz  
Rita Mertz  
 Rita Mertz

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 17 day of February, 1988 by grantor(s) as his/her/their voluntary act and deed.

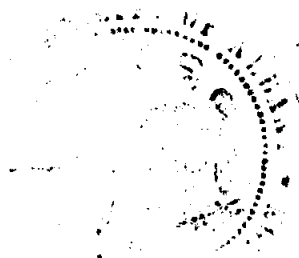
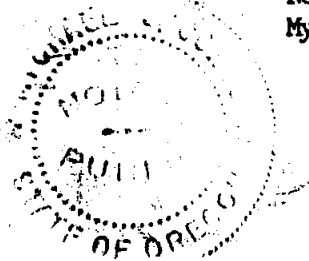
I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988

W. B. Barrons  
 Notary Public for Oregon  
 My Commission Expires: Aug 25, 1991

CITY OF ALBANY, OREGON

William B. Barrons  
 City Manager

[Signature]  
 City Recorder



ALE: N.T.S.

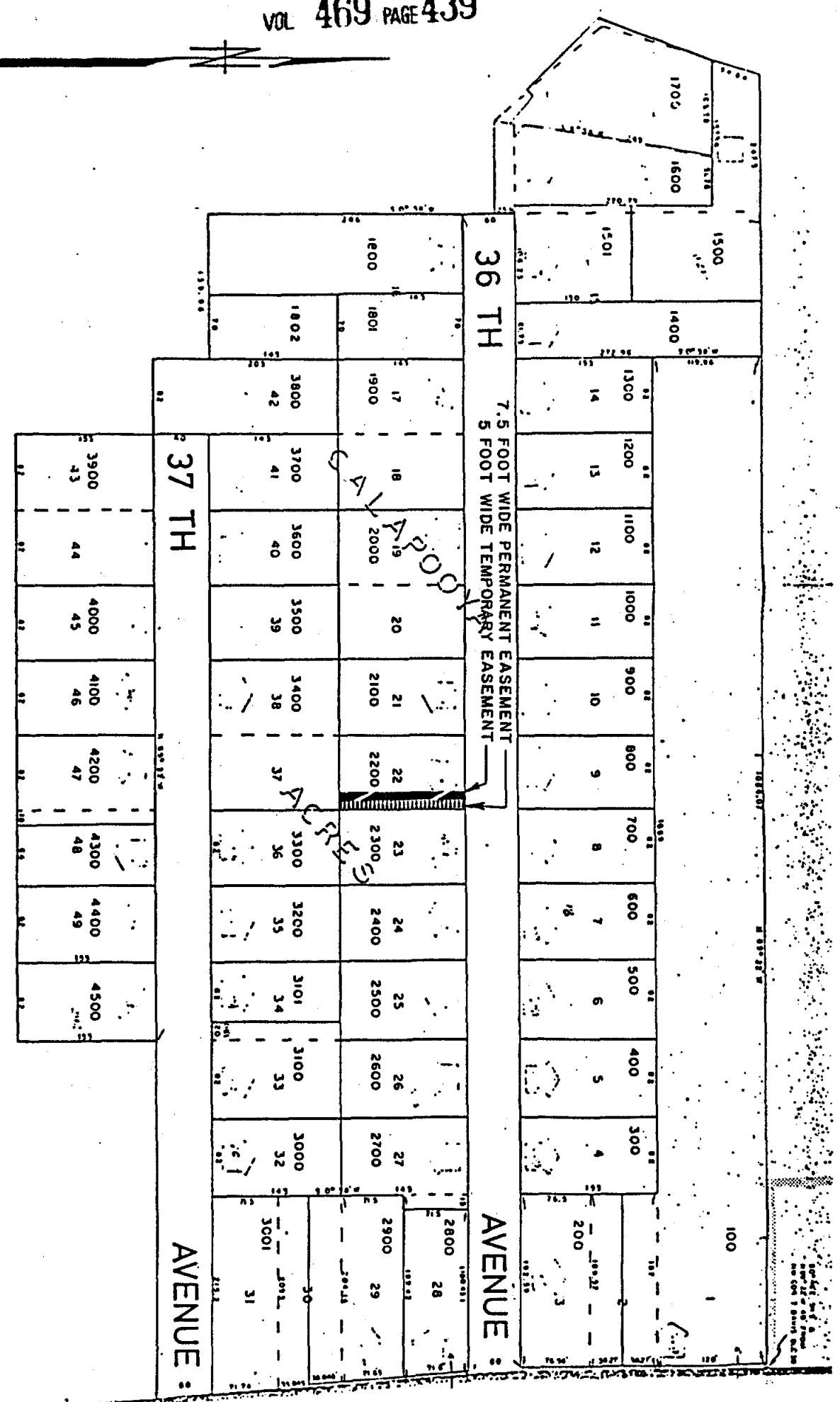


EXHIBIT A

1500

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of February, 1988, by and between Carol King, 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 consist of:

- A) A 7.5 foot wide permanent easement that is parallel, adjacent, and east of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the northwest corner of Lot 23, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the west property line of said lot, a distance of 143.00 feet, to the intersection of the west property line of said lot, with the south property line of said lot, and there terminating.

- B) A 5 foot wide temporary construction easement that is parallel, adjacent, and east of the permanent easement described above and further shown on the attached drawing labeled EXHIBIT A.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance purposes.

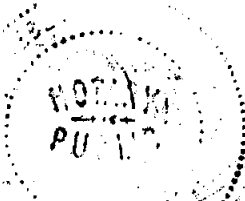
3. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:



- a. the sum of one dollars (\$1.00) for the permanent easement; and
- b. the additional sum of one dollars (\$1.00) for the temporary easement.

- 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. No permanent structure shall be constructed on this easement.

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



Carol H. King  
Carol King

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 4<sup>th</sup> day of February, 1988, by grantor(s) as his/her/their voluntary act and deed.

Debbie Andrews  
Notary Public for Oregon  
My Commission Expires: 7/20/89

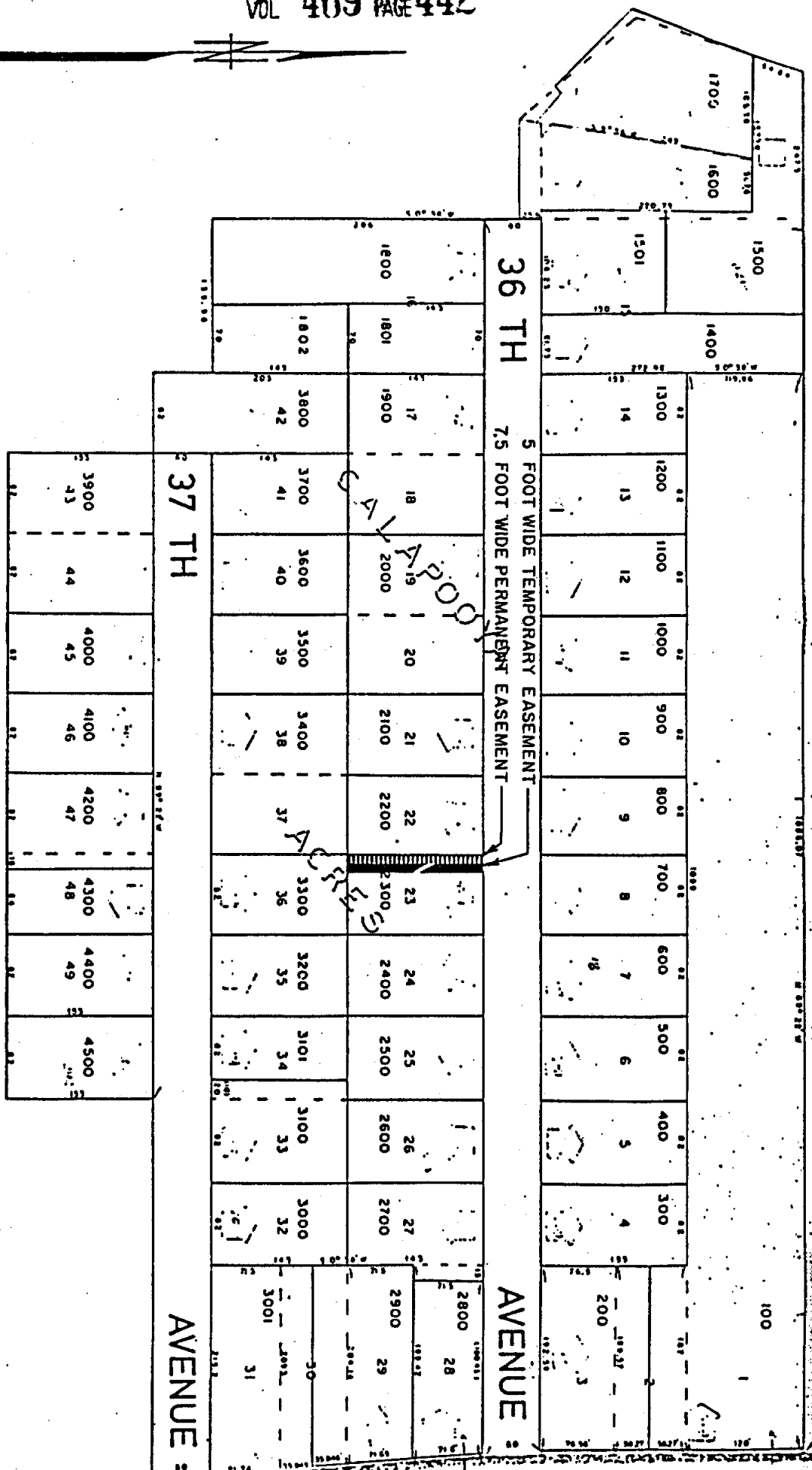
I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988.

CITY OF ALBANY, OREGON  
William B. Barrons  
City Manager

[Signature]  
City Recorder



FILE: N.T.S.



# EXHIBIT A

1500

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of February, 1988, by and between Dennis Clark, 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 consist of:

A 3 foot wide permanent easement that is parallel, adjacent, and east of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the northwest corner of Lot 36, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the West property line of said lot, a distance of 143.00 feet, to the intersection of the west property line of said lot, with the south property line of said lot, and there terminating.

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 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 sum of one dollars (\$1.00) for the permanent easement; and
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. No permanent structure shall be constructed on this easement.

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

*Dennis Clark*

Dennis Clark

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 5 day of Feb, 1988, 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 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988



*Lee R. Davis*  
 Notary Public for Oregon  
 My Commission Expires: 1-26-91

CITY OF ALBANY, OREGON

*William B. Barrons*  
 City Manager

*[Signature]*  
 City Recorder



SCALE: N.T.S.

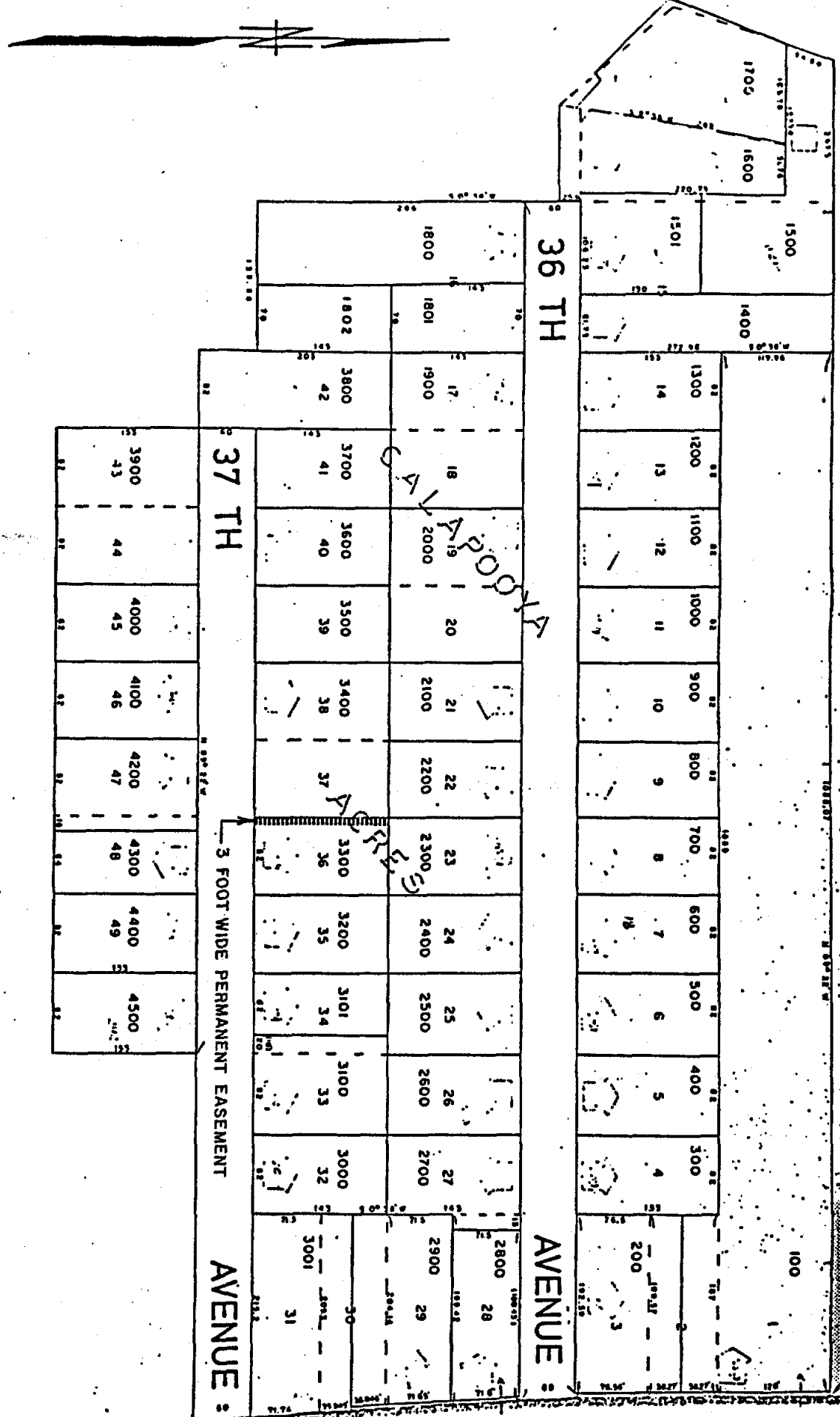


EXHIBIT A

PM '88

15-

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of February, 1988, by and between Foy & Lera McKinney, 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 consist of:

- A) A 7 foot wide permanent easement that is parallel, adjacent, and west of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the northeast corner of Lot 37, Calapooya Acres Subdivision, City of Albany, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the east property line of said lot, a distance of 143.00 feet, to the intersection of the east property line of said lot, with the south property line of said lot, and there terminating.

- B) A 10 foot wide temporary construction easement that is parallel, adjacent, and west of the permanent easement described above and further shown on the attached drawing labeled EXHIBIT A.

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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollars (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollars (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

Foy E. McKinney  
 Foy McKinney  
Lera J. McKinney  
 Lera McKinney

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

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

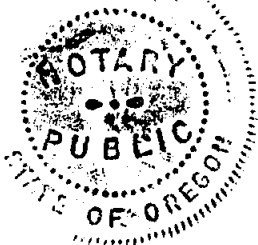
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 1988, by grantor(s) as his/her/their voluntary act and deed.

[Signature]  
 Notary Public for Oregon  
 My Commission Expires: 12-10-88

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988.

CITY OF ALBANY, OREGON

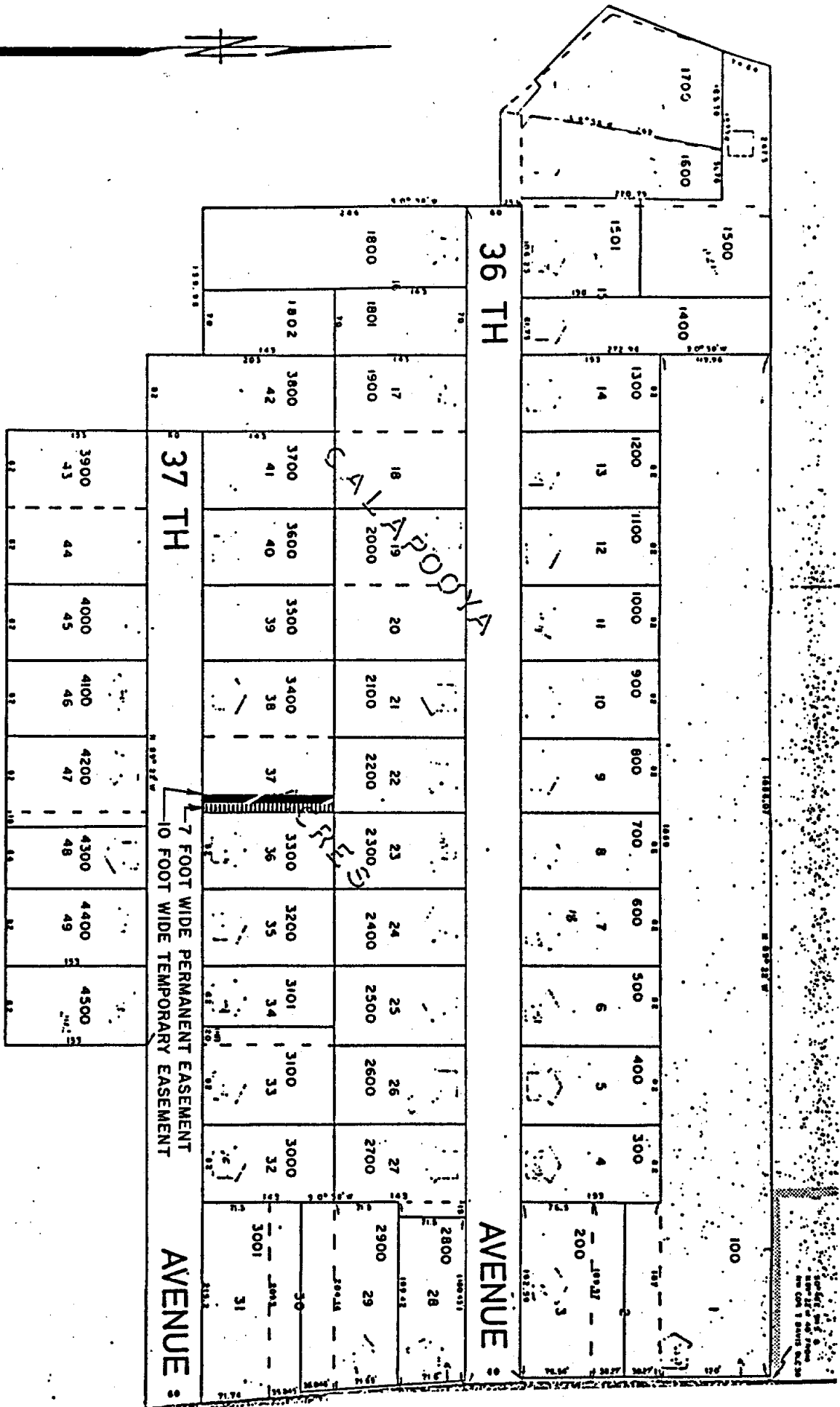
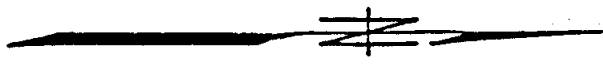
[Signature]  
 City Manager



[Signature]  
 City Recorder



SCALE: N.T.S.



**EXHIBIT A**



## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 5 day of FEBRUARY 1988, by and between Jack & Adella Wood, 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 consist of:
  - A) A 5 foot wide permanent easement that is parallel, adjacent, and west of the line described below and further shown on the attached drawing labeled EXHIBIT A.
 

Beginning at the northeast corner of Lot 18, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the east property line of said lot, a distance of 143.00 feet, to the intersection of the east property line of said lot, with the south property line of said lot, and there terminating.
  - B) A 5 foot wide temporary construction easement that is parallel, adjacent, and west of the permanent easement described above and further shown on the attached drawings labeled EXHIBIT A.
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.
 

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollars (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollars (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

Jack H. Wood  
 Jack Wood  
Adella M. Wood  
 Adella Wood

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 5 day of Feb, 1988, 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 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988



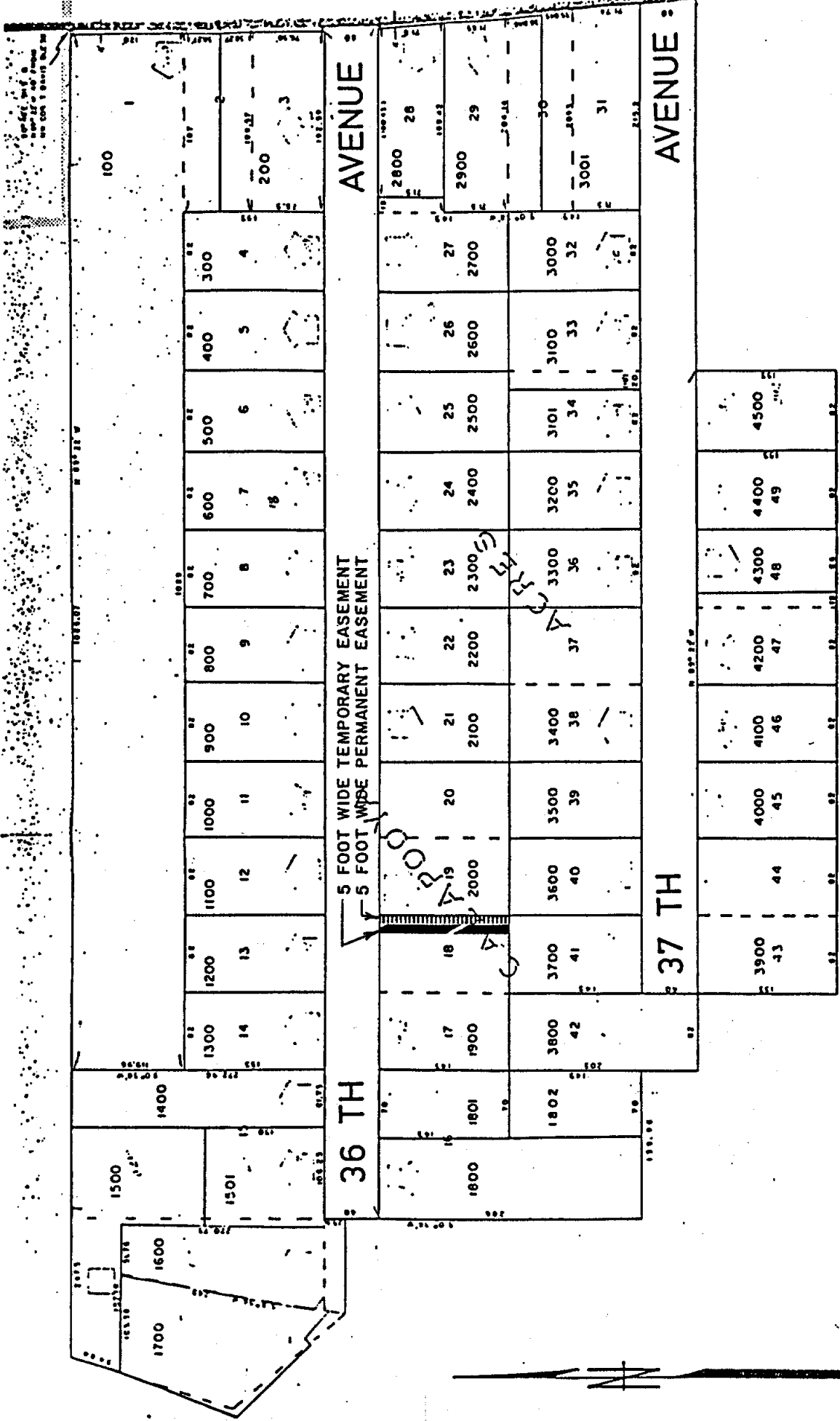
Lee R. [Signature]  
 Notary Public for Oregon  
 My Commission Expires: 1-26-91

CITY OF ALBANY, OREGON

William B. Barrons  
 City Manager

[Signature]  
 City Recorder





**EXHIBIT A**

1500

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March, 1988, by and between Chester & Vivian Schliep, 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 consist of:
  - A) A 5 foot wide permanent easement that is parallel, adjacent, and east of the line described line below and further shown on the attached drawing labeled EXHIBIT A.  
  
Beginning at the northwest corner of Lot 19, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the west property line of said lot, a distance of 143.00 feet, to the intersection of the west property line of said lot, with the south property line of said lot, and there terminating.
  - B) A 5 foot wide temporary construction easement that is parallel, adjacent, and east of the permanent easement described above and further shown on the attached drawing labeled EXHIBIT A.
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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollars (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollars (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

Chester Schliep  
 Chester Schliep  
Vivian Schliep  
 Vivian Schliep

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

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

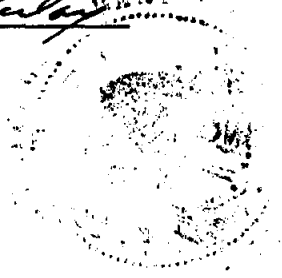
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 1988, by grantor(s) as his/her/their voluntary act and deed.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988.

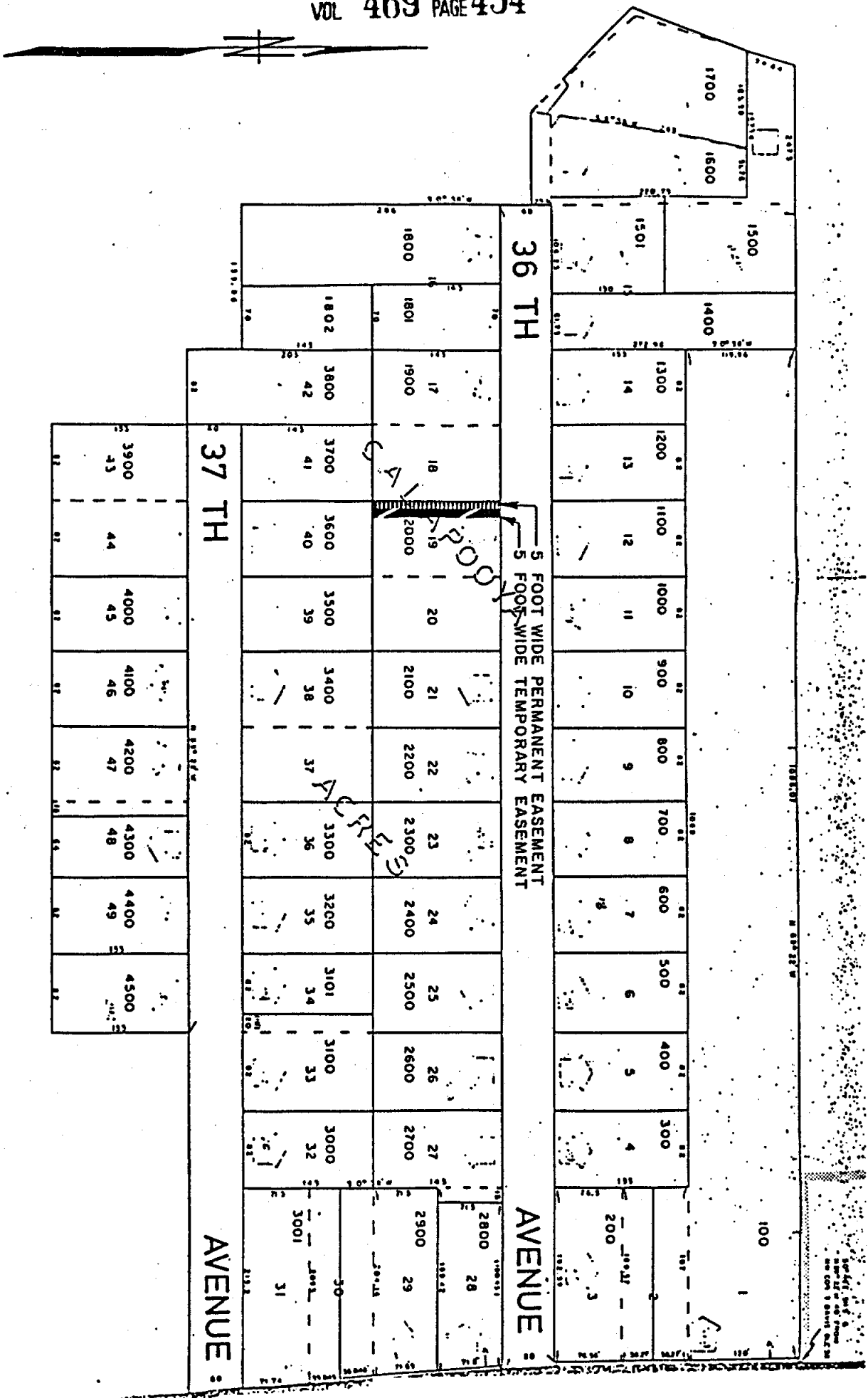
[Signature]  
 Notary Public for Oregon  
 My Commission Expires: 12-10-88

CITY OF ALBANY, OREGON  
William Barrons  
 City Manager

[Signature]  
 City Recorder



SALE: N.T.S.



**EXHIBIT A**

1500

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 4 day of February, 1988, by and between George Whiteford, 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 consist of:
  - A) A 5 foot wide permanent easement that is parallel, adjacent, and east of the line described below and further shown on the attached drawing labeled EXHIBIT A.
 

Beginning at the northwest corner of Lot 28, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the west property line of said lot, a distance of 71.5 feet, to the intersection of the west property line of said lot, with the south property line of said lot, and there terminating.
  - B) A 10 foot wide temporary construction easement that is parallel, adjacent, and east of the permanent easement described above and further shown on the attached drawing labeled EXHIBIT A.
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.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollars (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollars (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

George L Whiteford  
 George Whiteford

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

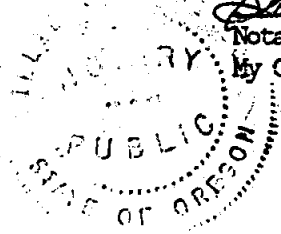
STATE OF OREGON )  
 County of Linn ) ss.  
 City of Albany )

The foregoing instrument was acknowledged before me this 2 day of February, 1988, 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 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988.

Bill J. Johnson  
 Notary Public for Oregon  
 My Commission Expires: 8-30-90

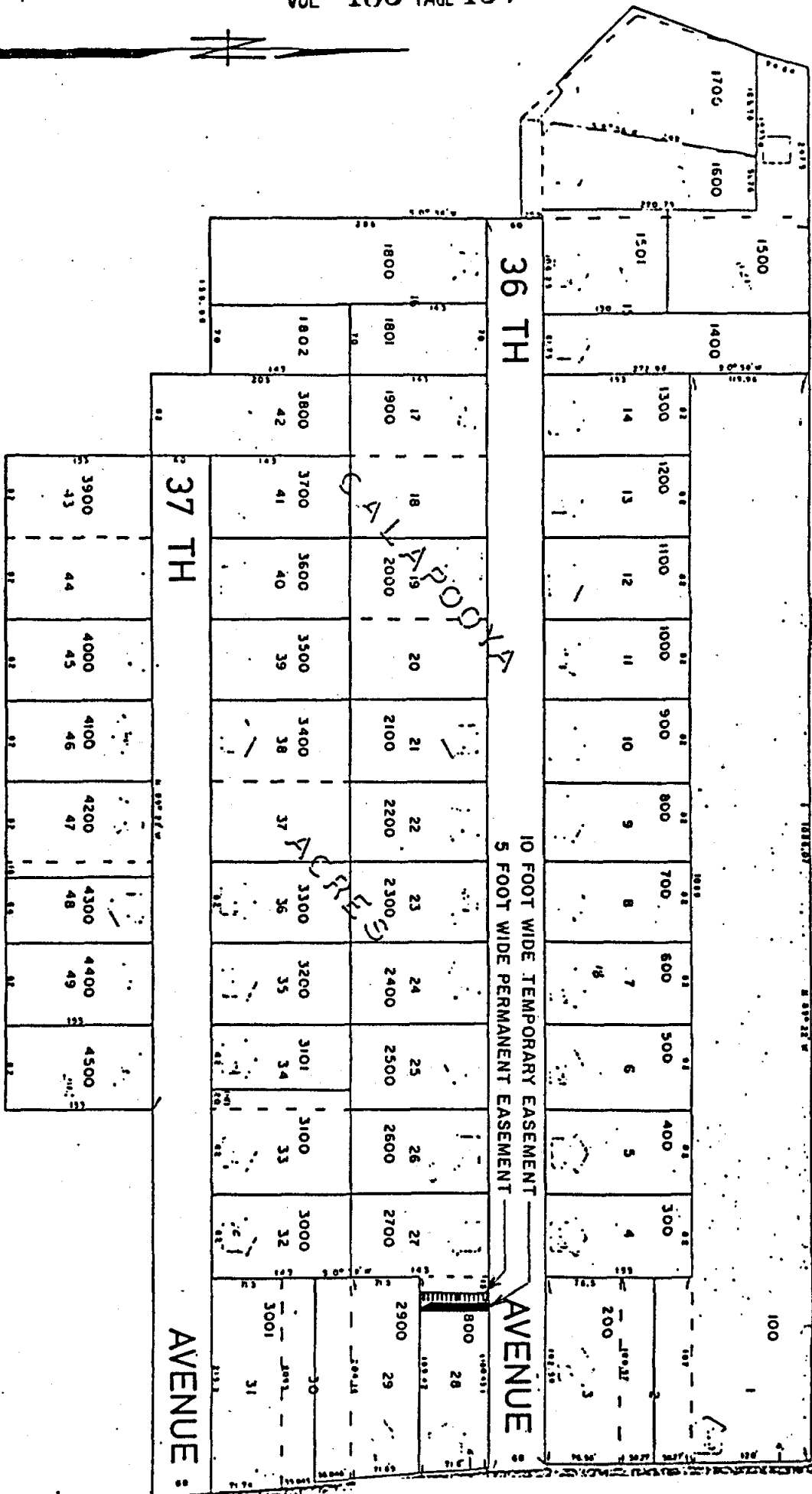
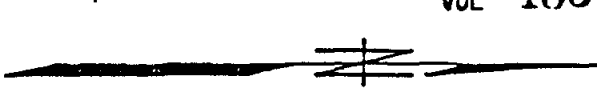
CITY OF ALBANY, OREGON  
William B Barrons  
 City Manager



W. J. ...  
 City Recorder



ALE: N.T.S.



# EXHIBIT A

BU '88 152

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of February, 1988, by and between Harold Atlee, 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, under-growth, 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) A 10 foot wide permanent easement that is parallel, adjacent and east of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the southwest corner of Lot 3, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence North on the west property line of said lot, a distance of 114.83 feet to the intersection of the west property line of said lot, with the north property line of said lot, and there terminating.

B) A 10 foot wide temporary construction easement that is parallel, adjacent, and east of the permanent easement described above and further shown on the attached drawing labeled EXHIBIT A.

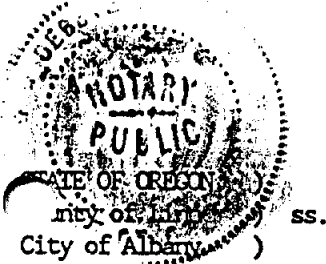
2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.

The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction, repair, evaluation or maintenance 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 sum of one dollars (\$1.00) for the permanent easement; and
  - b. the additional sum of one dollars (\$1.00) for the temporary easement.
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. No permanent structure shall be constructed on this easement.

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

Harold Atlee  
 Harold Atlee



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

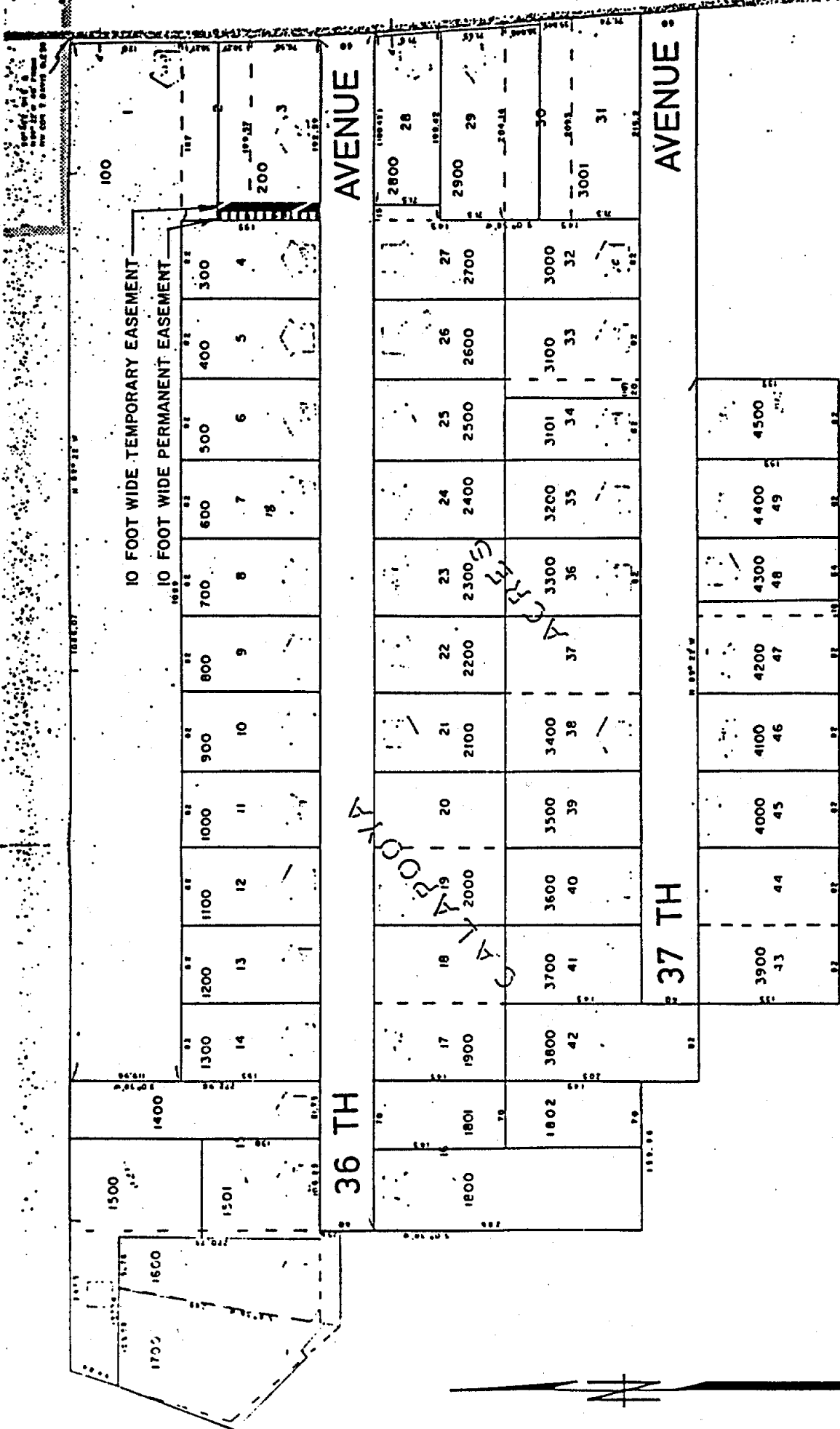
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 1988, by grantor(s) as his/her/their voluntary act and deed.

Debbie Andrews  
 Notary Public for Oregon  
 My Commission Expires: 7/20/89

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988.

CITY OF ALBANY, OREGON  
William B. Barrons  
 City Manager

[Signature]  
 City Recorder



36 TH

37 TH

AVENUE

EXHIBIT A

158

MENTS

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of February, 1988, by and between Roger & Nancy Reppeto (owner) and Douglas Parker (purchaser), 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, under-growth, 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:

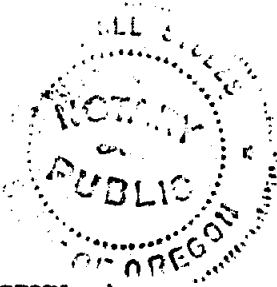
A 5 foot wide permanent easement that is parallel, adjacent, and west of the line described below and further shown on the attached drawing labeled EXHIBIT A.

Beginning at the most northeasterly corner of Lot 27, Calapooya Acres Subdivision, City of Albany, Section 13, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence South on the east property line of said lot, a distance of 71.5 feet, and there terminating.

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 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 sum of one dollars (\$1.00) for the permanent easement.
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. No permanent structure shall be constructed on this easement.

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



George Reppeto  
 Roger George Reppeto (owner)  
Nancy Reppeto  
 Nancy Reppeto (owner)  
Douglas Parker  
 Douglas Parker (purchaser)

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 3rd day of February, 1988, by grantor(s) as his/her/their voluntary act and deed.

Carol Stubbins  
 Notary Public for Oregon  
 My Commission Expires: 9-17-90

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2777, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 14 day of April, 1988

CITY OF ALBANY, OREGON  
William B. Barrons  
 City Manager

[Signature]  
 City Recorder

A faint circular seal, likely the official seal of the City Recorder, is visible below the signature.

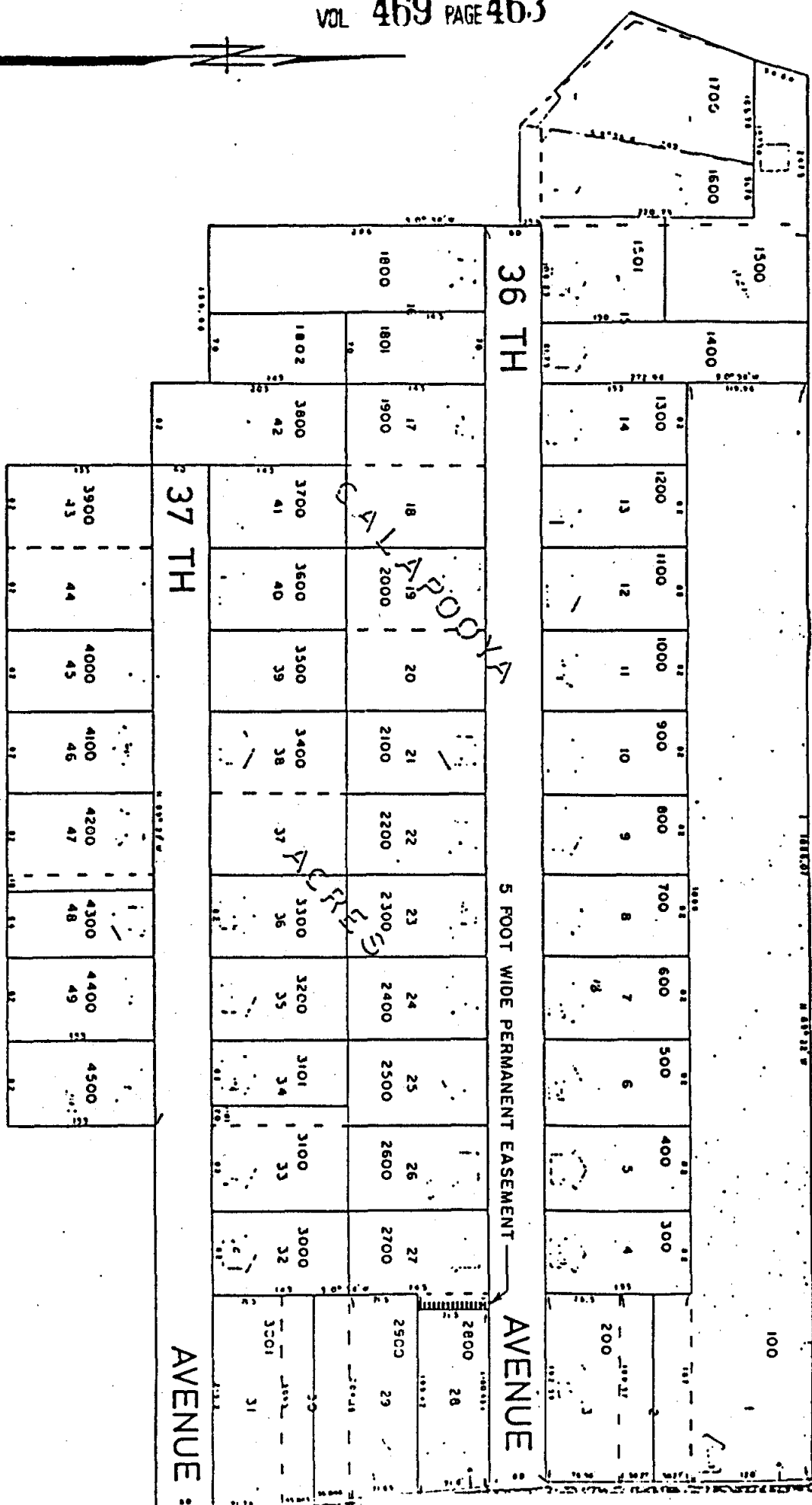
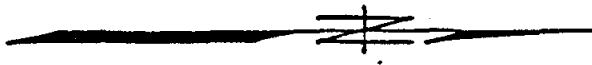


EXHIBIT A

1500