

RESOLUTION NO. 2800

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

Grantor

Purpose

Lloyd & Roberta Scheid

an easement for public utilities located in Lots 2, 3, 4, and 5 of 34th Avenue Industrial Park Subdivision in the City of Albany, Linn County, Oregon.

James W. & Mary Ann Earls, and Hillman-Pacific, an Oregon joint venture

a 10-foot permanent easement for public utilities located at the southeast corner of Geary and 14th Avenue in the City of Albany, Linn County, Oregon.

Fisher Implement Company

a 5-foot permanent easement for public utilities located over a vacated portion of 21st Avenue between Pacific Highway and Walnut Street in City of Albany, Linn County, Oregon.

The Chick, Inc., an Oregon corporation

a 10-foot permanent easement for public utilities located in Lots 1 and 2 and Lots 7 and 8 in the T. P. and E. L. Hackleman Addition to the City of Albany, Linn County, Oregon.

DATED this 27th day of July, 1987.

*Dale Rouse*

\_\_\_\_\_  
Council President

ATTEST:

*Debbie Andrews*  
\_\_\_\_\_  
Deputy City Recorder

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of JUNE, 1988, by and between Lloyd Scheid and Roberta Scheid 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 consists of:

A waterline easement located in Lots 2, 3, 4, and 5 of "34th Avenue Industrial Park," in the City of Albany, a subdivision of record in Linn County, Oregon, in Section 18, Township 11 South, Range 3 West, Willamette Meridian, said easement also being located in portions of the vacated 31st Court SW, a vacated right-of-way 50.00 feet in width, said easement being more particularly described as follows:

Beginning at the southwest corner of said Lot 4, said point being located on the easterly right-of-way line of the Southern Pacific Railroad; thence along said easterly right-of-way line on the arc of a 1879.86-foot radius curve to the right (long chord bears north 29°31'11" west 8.24 feet) a distance of 8.24 feet; thence north 66°33'29" east 15.15 feet; thence north 1°01'25" west 8.24 feet; thence north 88°58'35" east 10.00 feet; thence south 1°01'25" east 7.00 feet; thence north 88°58'35" east 114.03 feet; thence north 45°56'10" east 108.87 feet; thence north 86°55'51" east 153.14 feet; thence north 1°03'00" west 48.67 feet; thence north 88°57'00" east 10.00 feet; thence south 1°03'00" east 48.32 feet; thence north 86°55'51" east 11.75 feet; thence north 41°56'44" east 94.21 feet; thence north 88°57'00" east 366.77 feet to a point on the westerly right-of-way line of Calapooia Street SW, (a 60.00-foot wide right-of-way) which point is north 17°45'00" west 171.16 feet from the southeast corner of Lot 2; thence south 17°45'00" east, along said westerly right-of-way line, 10.44 feet; thence south 88°57'00" west 365.42 feet; thence south 41°56'44" west 94.00 feet; thence south 86°55'51" west 175.30 feet; thence south 45°56'10" west 109.08 feet; thence south 88°58'35" west 122.98 feet; thence south 73°10'55" west 15.65 feet to the point of beginning. The basis of bearings for the above described easement is the plat of said subdivision.

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 easement granted is in consideration of \$1.00 and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
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 above written.

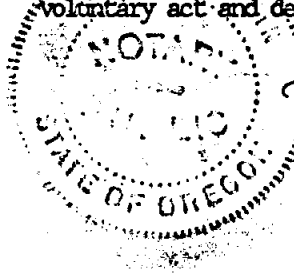
Lloyd Scheid  
Lloyd Scheid

Roberta Scheid by JAS  
Roberta Scheid

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 24 day of June, 1988 by grantor(s) as their voluntary act and deed.



Mayla K. Austin  
 Notary Public for Oregon  
 My Commission Expires: 6-10-91

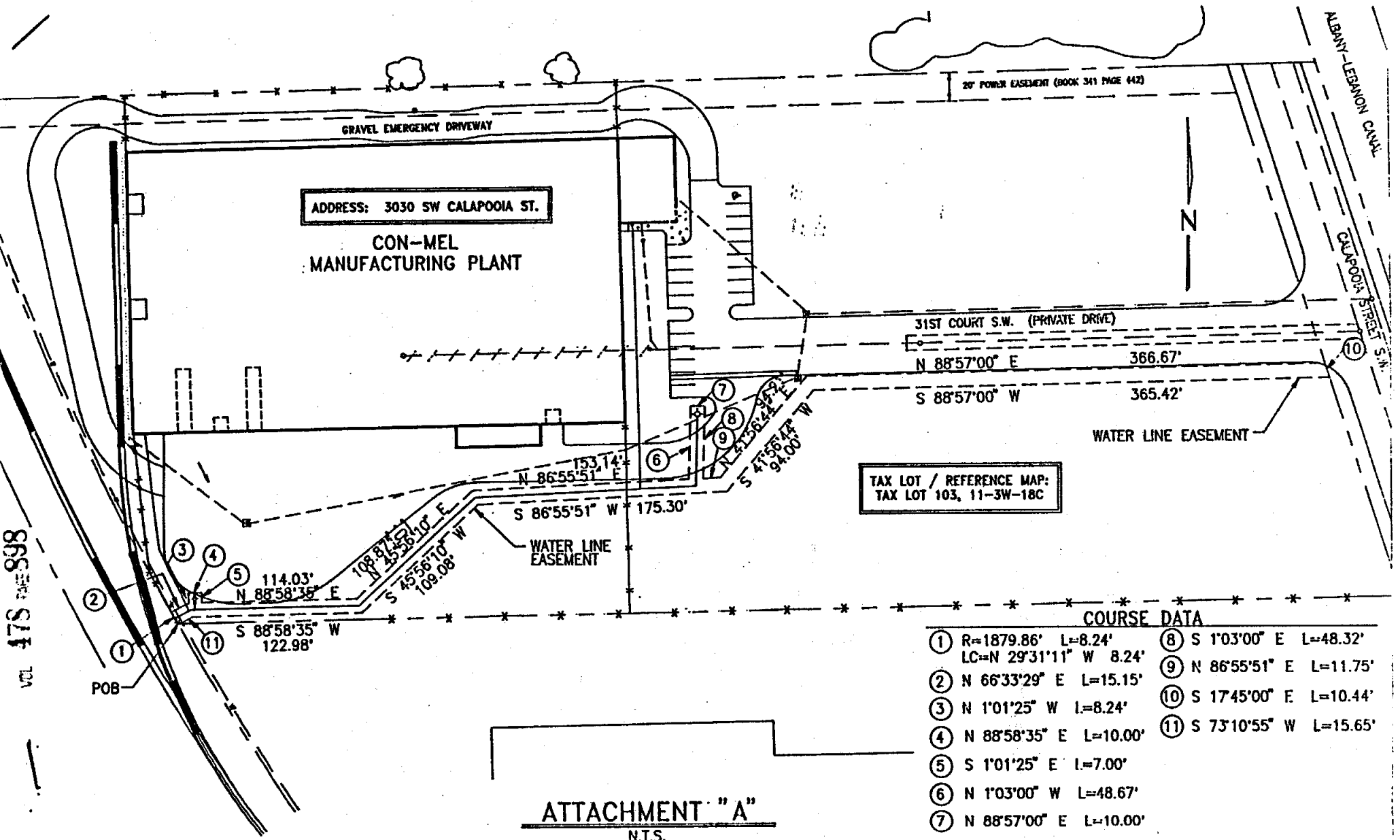
I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2800, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 28th day of July, 1988.

CITY OF ALBANY, OREGON

William Barrons  
 City Manager

[Signature]  
 City Recorder

VOL 475 PAGE 998



ADDRESS: 3030 SW CALAPOOIA ST.

CON-MEL  
MANUFACTURING PLANT

20' POWER EASEMENT (BOOK 341 PAGE 442)

31ST COURT S.W. (PRIVATE DRIVE)

N 88°57'00" E 366.67'

S 88°57'00" W 365.42'

WATER LINE EASEMENT

TAX LOT / REFERENCE MAP:  
TAX LOT 103, 11-3W-18C

N 86°55'51" E 153.14'

S 86°55'51" W 175.30'

WATER LINE EASEMENT

114.03'  
N 88°58'35" E

S 88°58'35" W 122.98'

108.81'  
N 45°56'10" E

S 45°56'10" W 109.08'

COURSE DATA

- ① R=1879.86' L=8.24' LC=N 29°31'11" W 8.24'
- ② N 66°33'29" E L=15.15'
- ③ N 1°01'25" W L=8.24'
- ④ N 88°58'35" E L=10.00'
- ⑤ S 1°01'25" E L=7.00'
- ⑥ N 1°03'00" W L=48.67'
- ⑦ N 88°57'00" E L=10.00'
- ⑧ S 1°03'00" E L=48.32'
- ⑨ N 86°55'51" E L=11.75'
- ⑩ S 17°45'00" E L=10.44'
- ⑪ S 73°10'55" W L=15.65'

ATTACHMENT "A"

N.T.S.

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this <sup>\*\*</sup> 28<sup>th</sup> day of April, 1988, by and between James W. Earls and Mary Ann Earls (Owner) and Hillman-Pacific, an Oregon corporation, (Lease-option Holder), 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 10-foot wide permanent utility easement that is parallel, adjacent, and south of the line more particularly described below, and as shown on the attached map labeled Exhibit "A": Beginning at a point at the intersection of the south right-of-way of 14th Avenue with the east right-of-way of Geary street, said point also being the northwest corner of that parcel conveyed to James W. Earls and Mary Ann Earls in Linn County Microfilm Deed Records Volume 44 Page 928, and being north 88°35' east 30 feet from a point on the east line of and north 1°35' west 1,252.26 feet from the southeast corner of the A. Hackleman DLC No. 62 in Township 11 South, Range 3 West, of the Willamette Meridian in Linn County, Oregon; running thence north 88°35' east along said south right-of-way of 14th Avenue 10.00 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 easement granted is in consideration of \$1.00 and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
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. A traffic signal pole may be constructed in this easement.

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

James W Earls  
James W. Earls

Mary Ann Earls  
Mary Ann Earls

HILLMAN-PACIFIC, an Oregon joint venture comprised of Hayden Corporation, a Delaware corporation, dba Hillman Properties Northwest, and Pacific Holdings, an Oregon corporation

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

The foregoing instrument was acknowledged before me this 17 day of June, 1988, by grantor(s) as his/har/their voluntary act and deed.

Christine L. Gibson  
Notary Public for Oregon  
My Commission Expires: 10-12-93

By: Hayden Corporation, a Delaware corporation, dba Hillman Properties Northwest

By: Peter Van Dyke  
Senior Vice President

By: Pacific Holdings Corporation, an Oregon corporation

By: George Diamond  
President

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

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

The foregoing instrument was acknowledged before me this 31st day of May, 1988 by the partners of Hillman Pacific, an Oregon joint venture on behalf of the joint venture.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2800 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 28th day of July, 1988.

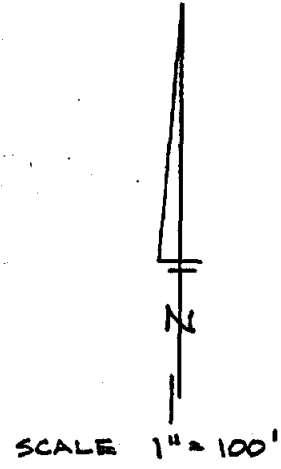
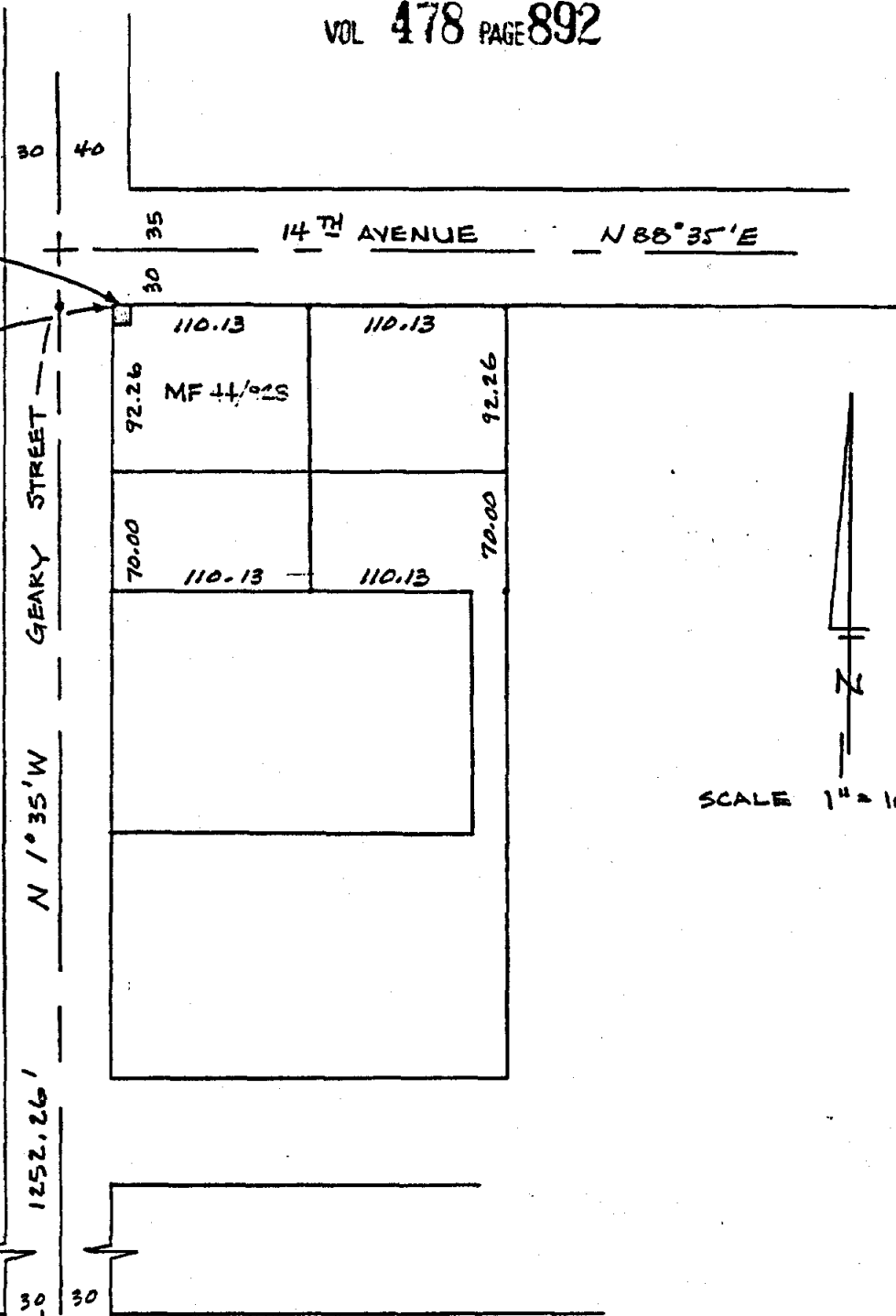
Opdyk K. Fohl  
Notary Public for Oregon  
My Commission Expires: 3-15-92

CITY OF ALBANY, OREGON  
William B. Barrons  
City Manager

[Signature]  
City Recorder

PERMANENT UTILITY EASEMENT 10 FT X 10 FT.

POINT OF BEGINNING



S.E. COR A HACKLEMAN DLC #62

EXHIBIT "A"

ENTERED AUG 23 1988


At 8:30 O'clock a.m.  
STEVE DRUCKENMILLER  
Linn County Clerk

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 478 Page: 890

25

By  Deputy

City of Albany  
Box 490  
Albany

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14 day of July, 1988, by and between Fisher Implement Company, an Oregon Corporation 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 consists of:

A 5-foot wide permanent utility easement over that parcel conveyed to Fisher Implement Company in Volume 107, Page 808, Linn County Microfilm Records, more particularly described as follows and as shown on the attached map labeled Exhibit 'A':

A five-foot strip of land over that parcel referenced above, said strip being parallel, adjacent, and north of the centerline of a vacated portion of 21st Ave. (Vacated in Volume 271, Page 860, Linn County Deed Records), said vacated portion being described as lying between the East Right-of-Way line of Walnut Avenue and the West right-of-way line of the Pacific Highway (99E), in Section 12, Township 11 South, Range 4 West, Willamette Meridian, City of Albany, Linn County, Oregon.

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 easement granted is in consideration of \$1.00 and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
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 above written.

*James Richards*  
James Richards, Secretary

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 14 day of July, 1988, by James Richards, secretary of Fisher Implement Company, an Oregon corporation, on behalf of the corporation.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2800 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 28th day of July, 1988

CITY OF ALBANY, OREGON

*William B. Barrons*  
City Manager

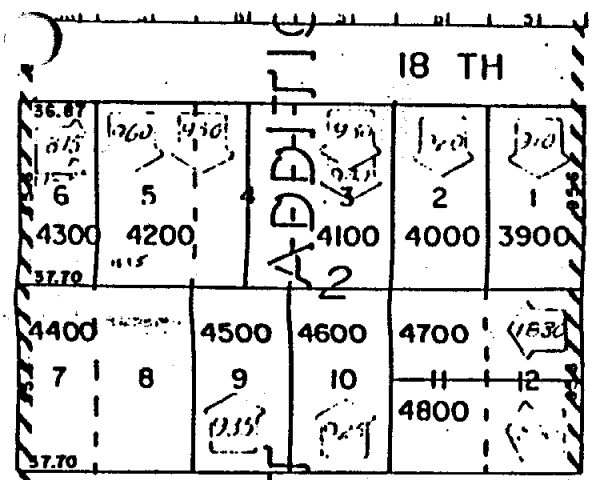


*Marco Collins*  
Notary Public for Oregon  
My Commission Expires: 13 March 91

*[Signature]*  
City Recorder

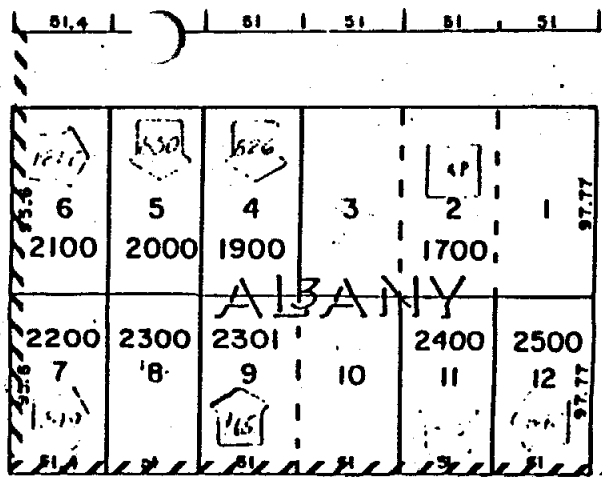
STREET

ELM

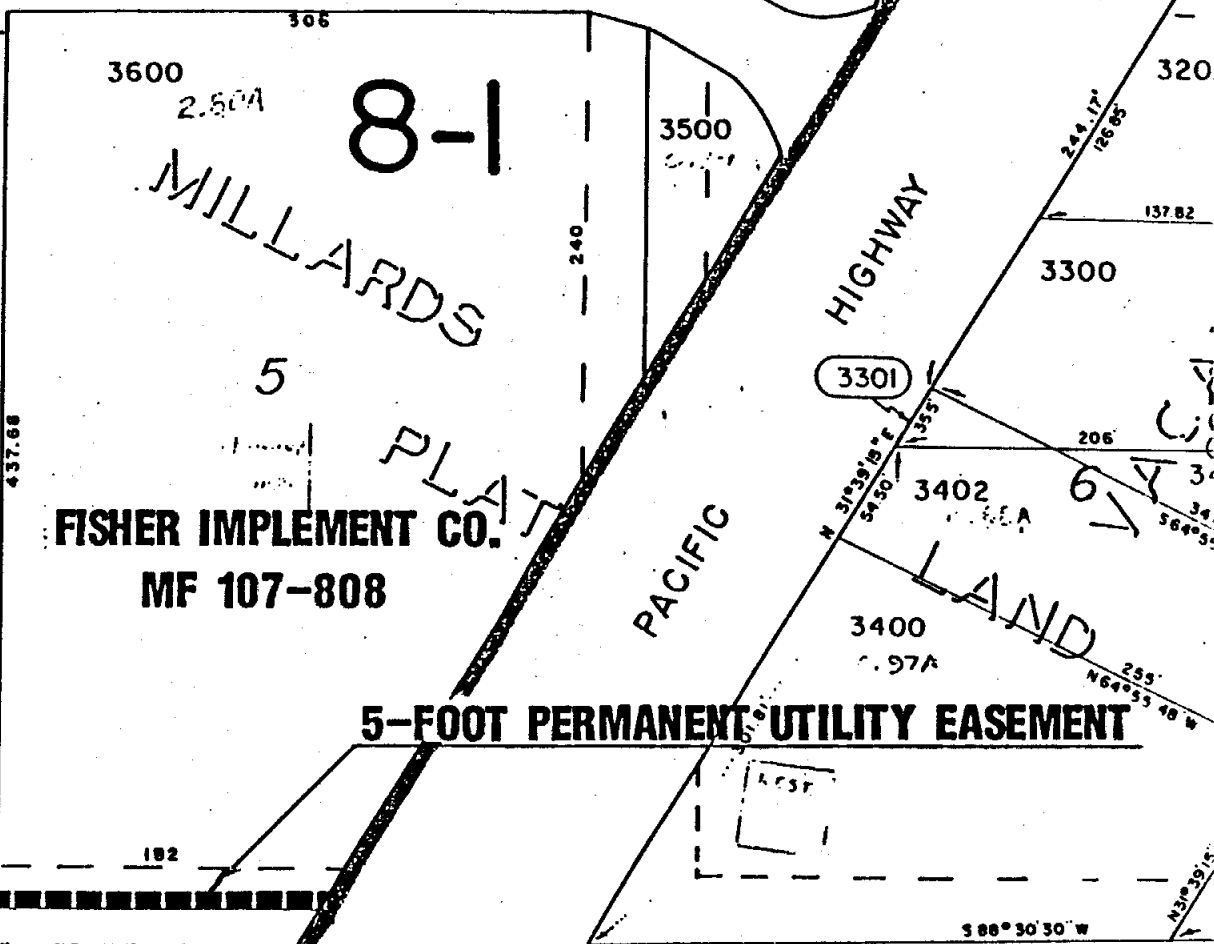
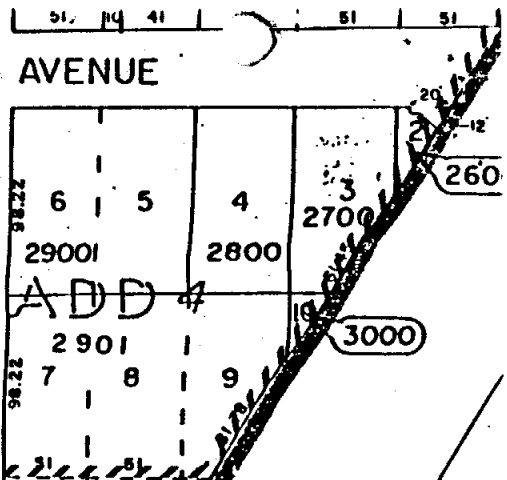


STREET

WALNUT



MAPLE



250

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of May, 1988, by and between The Chick, Inc., an Oregon corporation, 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 consists of:

An easement along the existing sewer centerline, 10 feet in total width, being more particularly described as follows and further shown on attached drawing labeled Exhibit A:

The southerly 5.00 feet, of even width, of Lots 1 and 2, and the northerly 5.00 feet, of even width, of Lots 7 and 8, of Block 2, T.P. and E. L. Hackleman Addition to the City of Albany, Linn County, Oregon.

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 easement granted is in consideration of \$1.00 and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
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 above written.

THE CHICK, INC.

By: Donald L. Herber for The Chick Inc.

By: Agnes J. Herber - Sec.

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 28th day of MAY, 1988, by Donald L. Herber, ~~president~~, and by AGNES J. Herber, secretary, of The Chick, Inc., an Oregon corporation, on behalf of the corporation.

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2800 do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof this 28th day of July, 1988

CITY OF ALBANY, OREGON

William B. Barrons  
City Manager

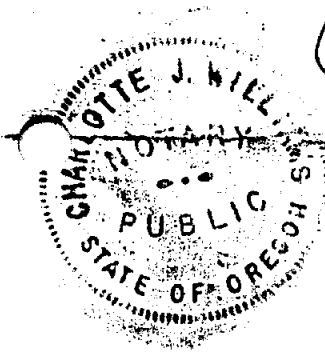
Charlotte Williams

Notary Public for Oregon

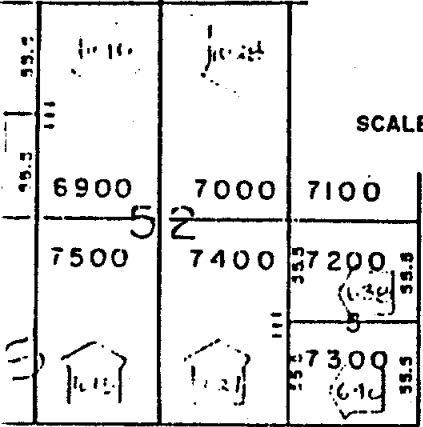
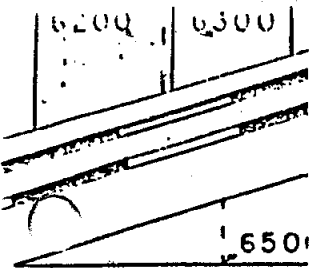
My Commission Expires: \_\_\_\_\_

My Commission Expires March 14, 1990

W. J. Fullen  
City Recorder

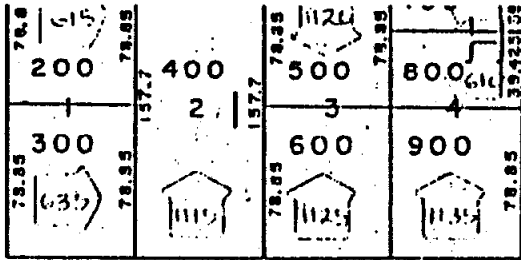


# EXHIBIT A

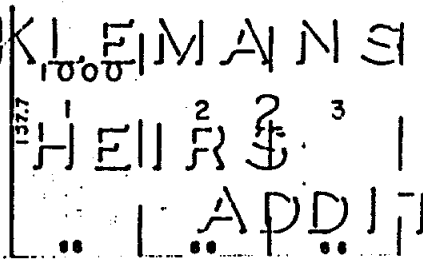


SCALE: NTS

STREET



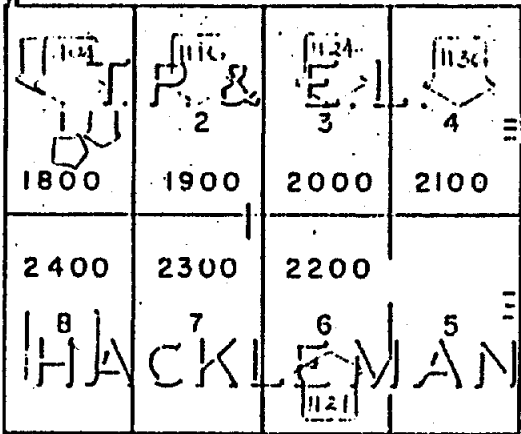
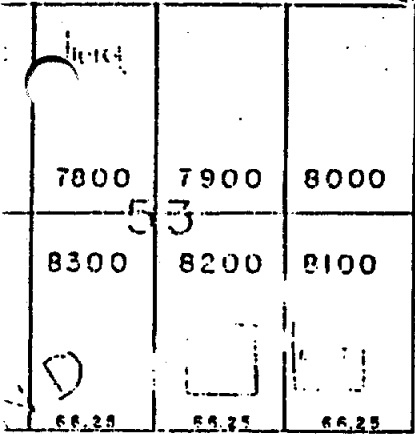
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SEVENTH

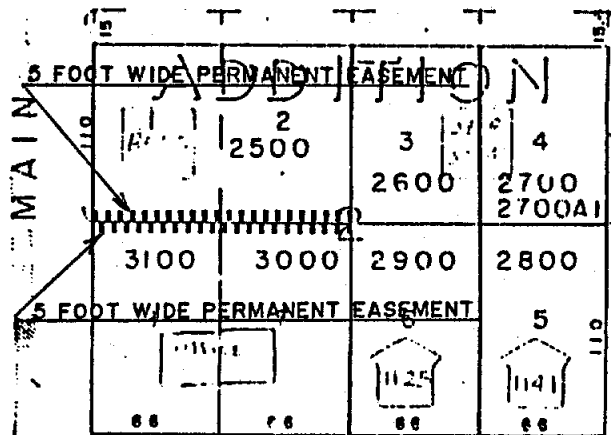
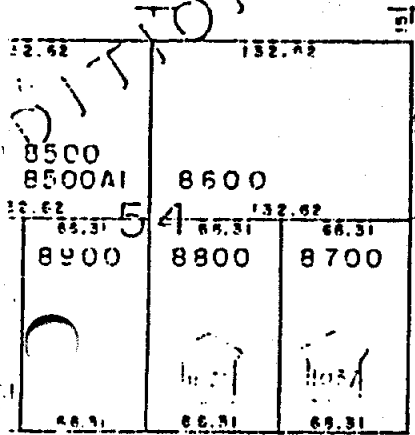
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STREET

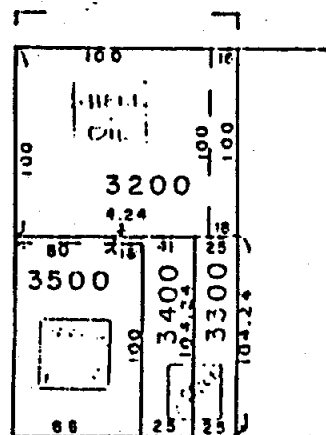


PACIFIC

HIGHWAY



SHERMAN



NINTH

STREET