

RESOLUTION NO. 2824

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

Grantor

Purpose

Heritage Mall Associates, a California
Limited Partnership

a public utility easement for
waterlines at Heritage Mall site,
Albany, Linn County, Oregon.

Heritage Mall Associates, a California
Limited Partnership

a public utility easement for
sanitary sewers at Heritage Mall
site, Albany, Linn County, Oregon.

DATED this 12th day of October, 1988.



Mayor

ATTEST:



City Recorder

HERITAGE MALL

EASEMENT FOR PUBLIC UTILITIES (SEWER)

THIS AGREEMENT, made and entered into this 26th day of October, 1988, by and between Heritage Mall Associates, 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, a sewer 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:

LEGAL DESCRIPTION AND DRAWING ARE ATTACHED AS 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.
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. No routine maintenance by Grantee is permitted which disrupts the surface of the easement area from November 15 through January 31 of any year. Nothing in this clause shall prevent the Grantee access to the easement area for emergency purposes.
6. Prior to construction of any structure upon the easement, the grantor will reconstruct and/or relocate such portions of the existing public utilities as required by the City. The grantor shall bear the full cost of such reconstruction and/or relocation. The reconstructed public utilities

shall be inspected and approved by the City prior to construction of any structure upon the easement.

When in the City's opinion, major reconstruction of the public utilities on the grantor's property is required due to the grantor's desire to place a structure upon the easement, the City shall notify the property owner in writing of the need for the major reconstruction and the time which will be allowed for the said construction. Major reconstruction shall mean replacement or realignment of any or all of the public utilities on the grantor's property. Routine maintenance such as cleaning, root removal, and grouting of the public utilities is not intended to be included as part of the 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 utilities. 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 above written.

HERITAGE MALL ASSOCIATES,
a California Limited Partnership

By: Robacor Associates, a California
limited partnership, general partner

By: Roebbelen Land Co., a
California general partnership,
general partner

By: 
David Thuleen, General Partner

STATE OF CALIFORNIA)
) SS
COUNTY OF EL DORADO)

On September 28th, 1988 appeared before me, the undersigned, a Notary Public in and for said State, personally appeared David Thuleen personally known to me to be the General Partner of HERITAGE MALL ASSOCIATES, the corporation that executed the within Instrument, in behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

Signature Lisa Anne Webster
Notary



GRANTEE

William B. Barrons
City Manager

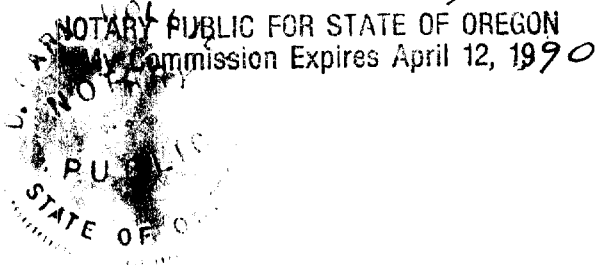
By William B. Barrons

Its City Manager

On October 31, 1988 appeared before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Barrons personally known to me to be the City Manager of City of Albany, a corporation, the corporation that executed the within Instrument, in behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

Signature [Signature]
Notary



Westlake Consultants Inc.

Hilltop Business Center
7340 S.W. Hunziker, Suite 204
Tigard, Oregon 97223

503-684-0652



Heritage Mall Associates
Sanitary Sewer Easement - North
Job No. 382-05-87
August 25, 1988

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Leonard Schelsky
OREGON
JULY 13, 1979
LEONARD SCHELSKY
1841

LEGAL DESCRIPTION

A tract of land situated in the North 1/2, Section 8, T11S, R3W, W.M., City of Albany, Linn County, Oregon, being more particularly described as follows:

A 15.0 foot wide strip of land being 7.50 feet on each side of the following described centerline:

Beginning at a point on the west right-of-way line of Clay Street, that is North 1°52'43" West, 828.87 feet from the intersection of said west right-of-way line and the north right-of-way line of 14th Street (said intersection point being 40 feet North of the 14th Street centerline and 35 feet West of the Clay Street centerline, when measured at right angles);

thence, South 84°40'25" West, 355.01 feet;

thence, South 84°41'27" West, 249.53 feet;

thence, North 14°14'28" West, 260.26 feet;

thence, South 88°25'08" West, 351.96 feet;

thence, South 1°41'34" East, 255.73 feet to the termination of said centerline.

EXCEPTING THEREFROM that portion of said strip of land lying North of that tract of land described in deed recorded May 6, 1985, in Film Volume 383, Page 129, Linn County Deed Records.

Subject to shortening or lengthening of sidelines so as to terminate upon the proper boundaries.

Westlake Consultants Inc.

Hilltop Business Center
7340 S.W. Hunziker, Suite 204
Tigard, Oregon 97223

RECEIVED

OCT 10 88

WORKS DEPT
ALBANY

503-684-0652



Heritage Mall Associates
Sanitary Sewer Easement - South
Job No. 382-05-87
August 25, 1988

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 1979
LEONARD SCHELSKY
1841

LEGAL DESCRIPTION

A tract of land situated in the North 1/2, Section 8, T11S, R3W, W.M., City of Albany, Linn County, Oregon, being more particularly described as follows:

A 15.0 foot wide strip of land being 7.50 feet on each side of the following described centerline:

Beginning at a point on the north right-of-way line of 14th Street, that is North 1°35'00" West, 1,282.29 feet, North 88°33'13" East, 1,125.56 feet, North 01°50'04" West, 14.42 feet, and North 81°27'43" West, 0.04 feet from the southeast corner of the Abram Hackelman D.C.C. No. 62.

thence, North 0°18'04" West, 283.71 feet to Point AA;

thence, North 01°33'24" West, 80.41 feet to the termination of said centerline.

Subject to lengthening or shortening of sidelines so as to terminate upon the proper boundaries.

TOGETHER WITH a 15.0 foot wide strip of land being 7.50 feet on each side of the following described centerline:

Beginning at said Point AA; thence, South 88°21'44" West, 437.21 feet; thence, North 2°09'41" West, 140.79 feet to the termination of said centerline.

Subject to lengthening or shortening of sidelines so as to terminate upon the proper boundaries.

PUBLIC UTILITY EASEMENTS for HERITAGE MALL

SANITARY SEWER JOB NO. 382-05

GRAPHIC SCALE



45°

Nov 3 11 39 AM '88

STEVE DRUCKENMILLER
Linn County Clerk

Deputy
By *City of Albany*
Date *11/9/88*
Allyson

STATE OF OREGON
County of Linn

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

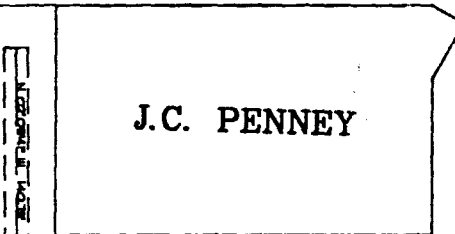
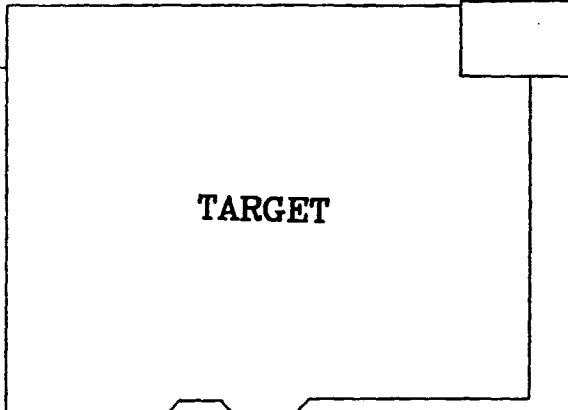
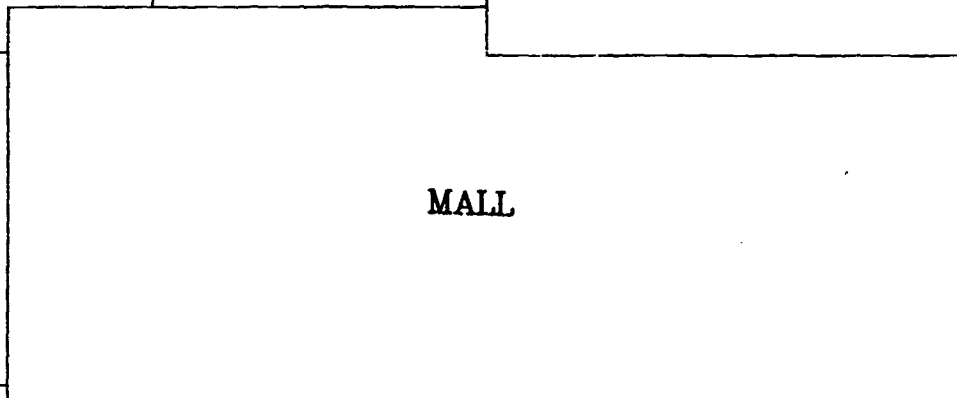
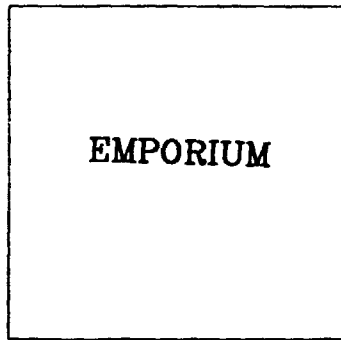
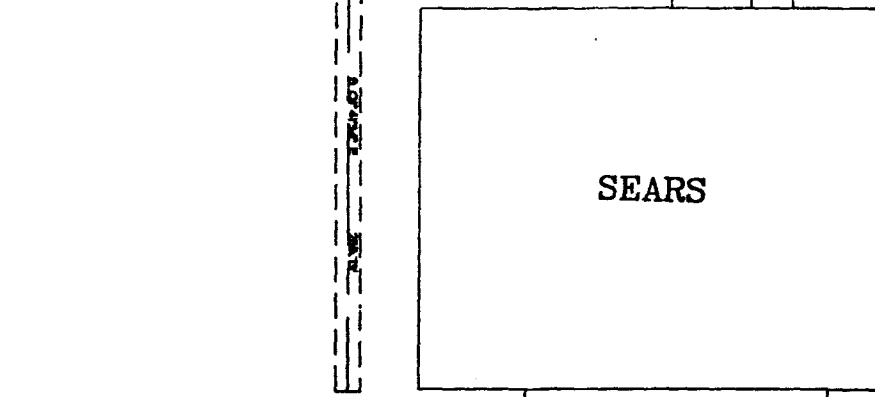
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CLAY STREET

CLAY STREET

14th STREET



SE. CORNER ABRAHAM
HACKLEMAN D.L.C. #62

p9 30F3

Westlake Consultants Inc.
 Hilltop Business Center
 7340 S.W. Hunziker, Suite 204
 Tigard, Oregon 97223
 503-884-0852

PLANNING
SURVEYING
ENGINEERING

Resolution No. 2824

Recorded Document Recorder File No. 1908