

RESOLUTION NO. 2999

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

Grantor

Purpose

Roy A. Finch and
Lucille Finch

1. A 30-foot wide drainage easement across their property for maintenance of Periwinkle Creek.
2. A 7.50-foot wide utility easement across their property for sanitary sewer purposes.
3. A 10-foot wide access easement across their property to maintain the backlot sanitary sewer line. All three easements are across their property located in 11S-03W-05CB tax lot 5100, in the City of Albany, Linn County, Oregon.

William E. Ekman

4. A 7.50-foot wide utility easement for back lot sanitary sewer line across his property located at 1437 First Avenue SE, in 11S-03W-05CB tax lot 4400 in the City of Albany, Linn County, Oregon.

Harold J. Sowers and
Laura A. Sowers

5. A 7.50-foot wide utility easement for back lot sanitary sewer line across their property located at 1442 Water Avenue SE, in 11S-03W-05CB tax lot 4300 in the City of Albany, Linn County, Oregon.

DATED this 24th day of October, 1990.



Mayor

ATTEST:



Deputy City Recorder

DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 1990, by and between Roy A. Finch and Lucille Finch, 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 30-foot wide permanent drainage easement for the purposes of maintenance, across Lot 7, Block 7, Hackleman's Fourth Addition to the City of Albany a recorded subdivision plat on file at the Linn County Records Office, said property conveyed to Roy A. Finch and Lucille Finch in Deed Book 290, Page 618 Linn County Deed Records, said strip being 15-feet on either side of a centerline more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

Beginning at the southeast corner of Lot 5, Block 7, Hackleman's Fourth Addition to the City of Albany, a recorded subdivision on file at the Linn County Records Office; thence on the south line of said Block 7, South 81° 00' 00" West 159.00 feet, more or less, to the centerline of Periwinkle Creek said point being the TRUE POINT OF BEGINNING; thence following the centerline of said Periwinkle Creek, North 15° 00' 00" West 113.00 feet, more or less, to the north line of Lot 7, Block 7, Hackleman's Fourth Addition to the City of Albany, said parcel also described in Deed Book 290, Page 618, Linn County Deed Records, 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. 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.

Roy A. Finch
 Roy A. Finch
Lucille Finch
 Lucille Finch

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 10th day of Oct, 1990, by grantor(s) as ~~his/her~~ their voluntary act and deed.

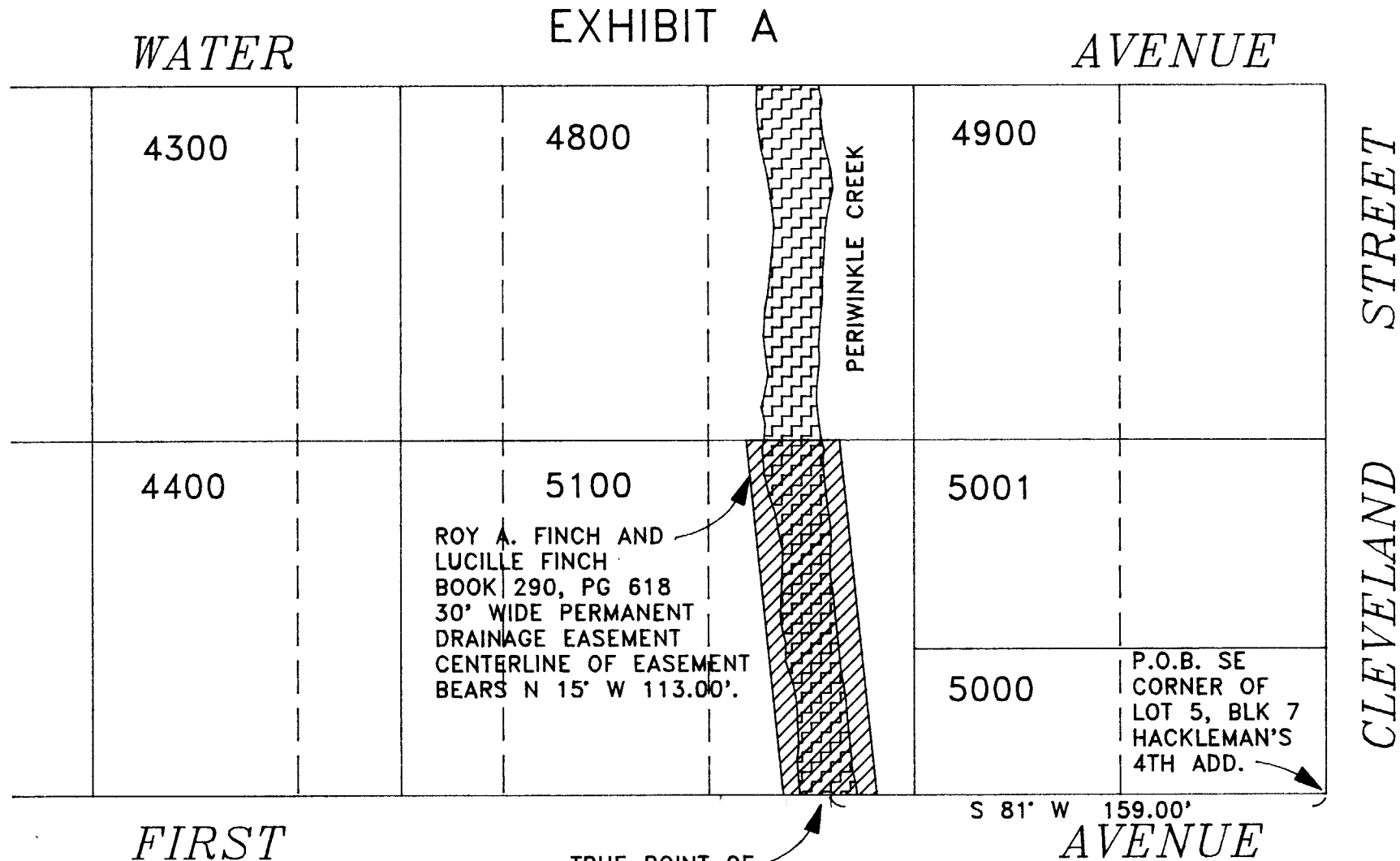
I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2999, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 24th day of October, 1990.

Janetta E. Horn
 Notary Public for Oregon
 My Commission Expires: 5-19-90

CITY OF ALBANY, OREGON
Steve Bryant
 City Manager

[Signature]
 City Recorder

VOL 545 PAGE 877



ROY A. FINCH AND
LUCILLE FINCH
BOOK 290, PG 618
30' WIDE PERMANENT
DRAINAGE EASEMENT
CENTERLINE OF EASEMENT
BEARS N 15° W 113.00'.

S 81° W 159.00'
AVENUE

TRUE POINT OF
BEGINNING CENTER-
LINE OF PERIWINKLE
CREEK

CITY OF ALBANY, OREGON
PUBLIC WORKS DEPARTMENT
ENGINEERING/UTILITIES DIVISION

30' WIDE PERMANENT
DRAINAGE EASEMENT FROM
ROY A. FINCH AND
LUCILLE FINCH TO THE
CITY OF ALBANY

25
OCT 25 9 19 AM '09

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 545 page: 875
Attest: Debbie

STEVE DRUCKENMILLER
Linn County Clerk

By: [Signature] Deputy
City of Albany

WATER

EXHIBIT A

AVENUE

CLEVELAND STREET

FIRST

PERIWINKLE CREEK

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 10th day of October, 1990, by and between Roy A. Finch and Lucille Finch, 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 7.50-foot wide permanent utility easement across that property conveyed to Roy A. Finch and Lucille Finch by Harrison street vacation in Ordinance number 3032 as recorded in Deed Book 291, Page 679 Linn County Deed Records, more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

A 7.50-foot wide strip of land, which is 20-feet long, over said Roy A. Finch and Lucille Finch parcel, said strip of land being parallel, adjacent, and south of the north property line of said Finch parcel. Said strip of land begins on the west property line of said Finch parcel and extends 20-feet easterly and there terminates.

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.

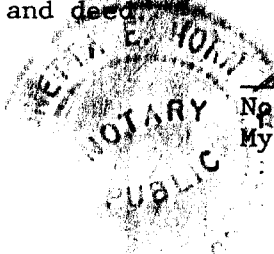
Roy A. Finch
Roy A. Finch
Lucille Finch
Lucille Finch

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 10th day of October, 1990, by grantor(s) as his/~~her~~/their voluntary act and deed.

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2999, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 24th day of October, 1990.



Donetta E. Horn
Notary Public for Oregon
My Commission Expires: 5-19-92

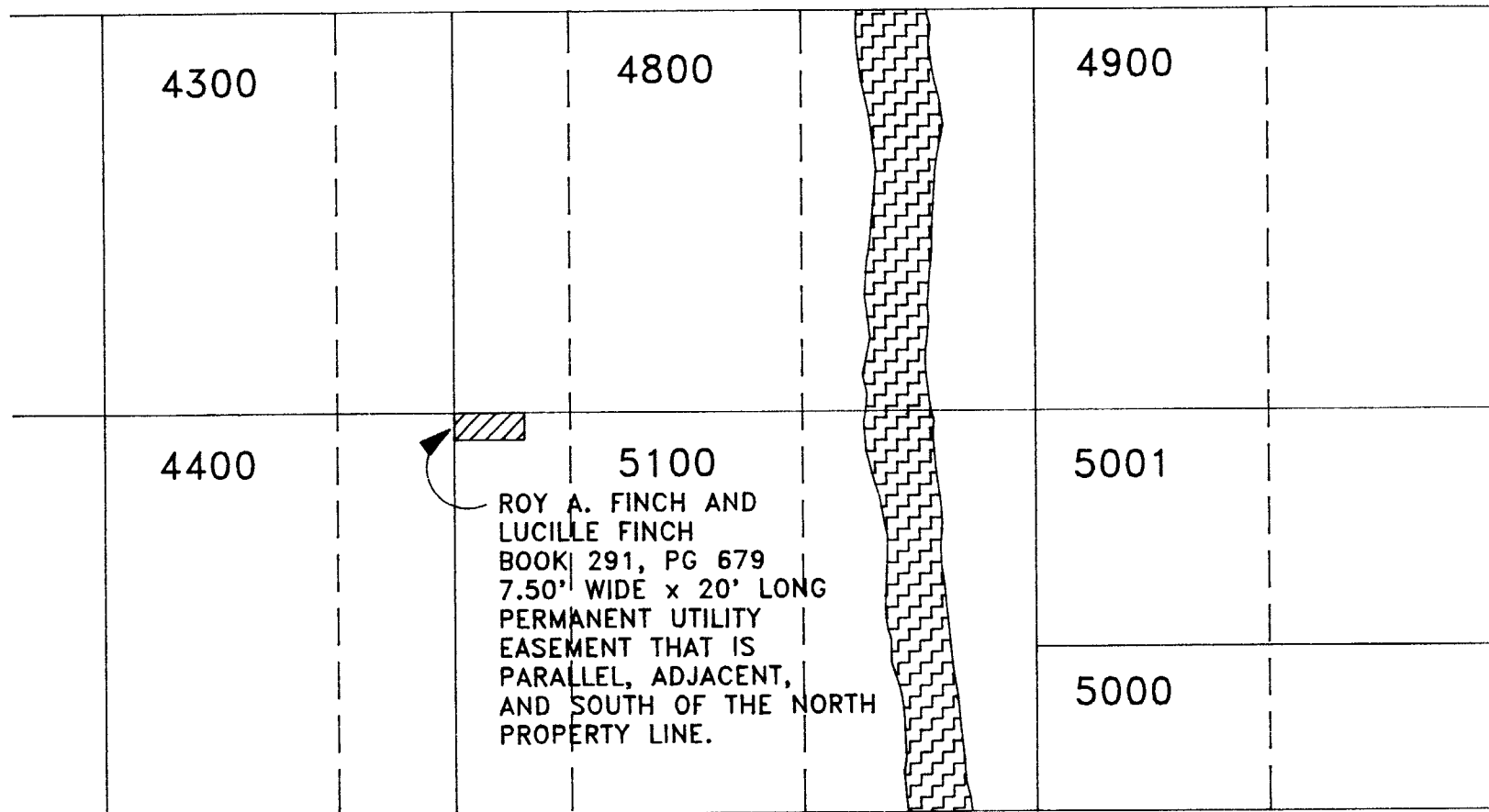
CITY OF ALBANY, OREGON.

Steve Bryant
City Manager

J. J. Jolley
City Recorder

VOL 545 PAGE 871

WATER EXHIBIT A AVENUE



ROY A. FINCH AND
LUCILLE FINCH
BOOK 291, PG 679
7.50' WIDE x 20' LONG
PERMANENT UTILITY
EASEMENT THAT IS
PARALLEL, ADJACENT,
AND SOUTH OF THE NORTH
PROPERTY LINE.

FIRST AVENUE

CLEVELAND STREET

CITY OF ALBANY, OREGON
PUBLIC WORKS DEPARTMENT
ENGINEERING/UTILITIES DIVISION

7.50' x 20' PERMANENT
UTILITY EASEMENT FROM
ROY A. FINCH AND LUCILLE FINCH
TO THE CITY OF ALBANY

255
OCT 25 9 48 AM '90

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

BY *[Signature]* Deputy
City of Albany

Volume: MF 545 Page: 869

atten: *[Signature]*

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 10th day of October, 1990, by and between Roy A. Finch and Lucille Finch, 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 10-foot wide permanent access easement across that property conveyed to Roy A. Finch and Lucille Finch by Harrison street vacation in Ordinance number 3032 as recorded in Deed Book 291, Page 679, Linn County Deed Records, more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

A 10-foot wide strip of land over said Roy A. Finch and Lucille Finch parcel, said strip of land being parallel, adjacent, and east of the west property line of said Finch parcel.

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.

Roy A. Finch
Roy A. Finch

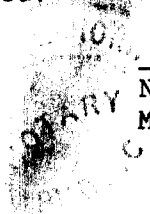
Lucille Finch
Lucille Finch

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 10th day of October, 1990, by grantor(s) as ~~his/her~~ their voluntary act and deed.

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2999, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 24th day of October, 1990.

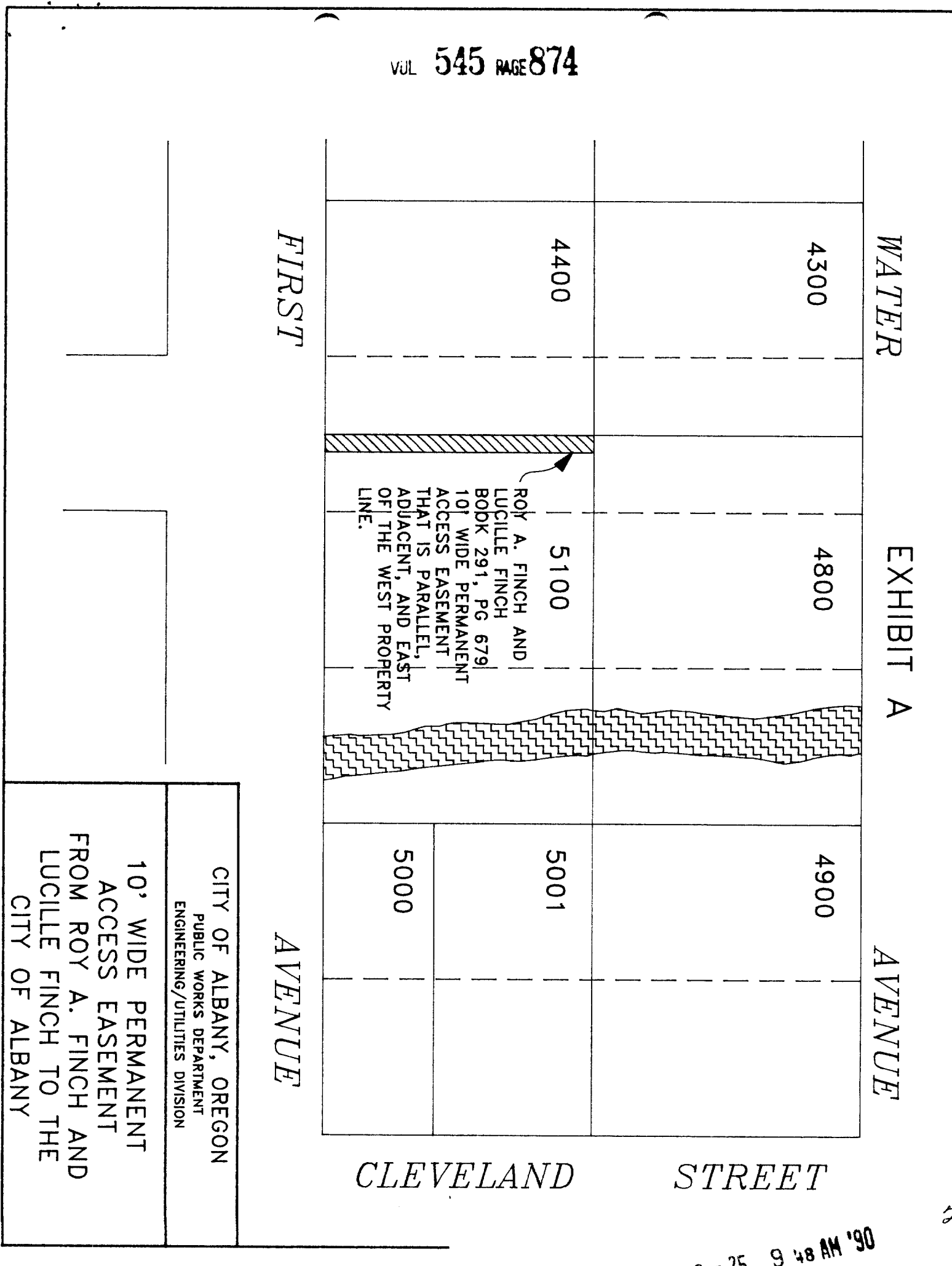


Ronetta E. Harn
Notary Public for Oregon
My Commission Expires: 5-19-92

CITY OF ALBANY, OREGON

Steve Bryant
City Manager

[Signature]
City Recorder



CITY OF ALBANY, OREGON
 PUBLIC WORKS DEPARTMENT
 ENGINEERING/UTILITIES DIVISION

10' WIDE PERMANENT
 ACCESS EASEMENT
 FROM ROY A. FINCH AND
 LUCILLE FINCH TO THE
 CITY OF ALBANY

ROY A. FINCH AND
 LUCILLE FINCH
 BOBK 291, PG 679
 10' WIDE PERMANENT
 ACCESS EASEMENT
 THAT IS PARALLEL,
 ADJACENT, AND EAST
 OF THE WEST PROPERTY
 LINE.

OCT 25 9 48 AM '90

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

By *[Signature]*, Deputy

Volume: MF 545 Page: 872

attest: *Rebbie*

City of Albany

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 10th day of October, 1990, by and between William E. Ekman, 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 7.50-foot wide permanent utility easement across that property conveyed to William E. Ekman in Volume MF 141, Page 214, Linn County Microfilm Deed Records, more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

A 7.50-foot wide strip of land over said William E. Ekman parcel, said strip of land being parallel, adjacent, and south of the north property line of that parcel of land described in Volume MF 141, Page 214, Linn County Microfilm Deed Records.

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.

William E. Ekman
William E. Ekman

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

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

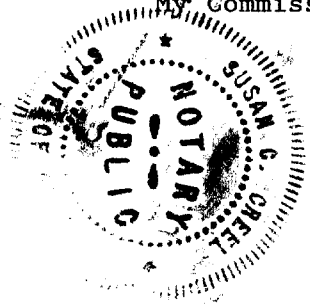
The foregoing instrument was acknowledged before me this 10TH day of OCTOBER, 1990, by grantor(s) as his/~~her~~/their voluntary act and deed.

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2999, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 24th day of October, 1990.

Susan A. Creel
Notary Public for Oregon
My Commission Expires: 6-21-92

CITY OF ALBANY, OREGON
Steve Bryant
City Manager

[Signature]
City Recorder

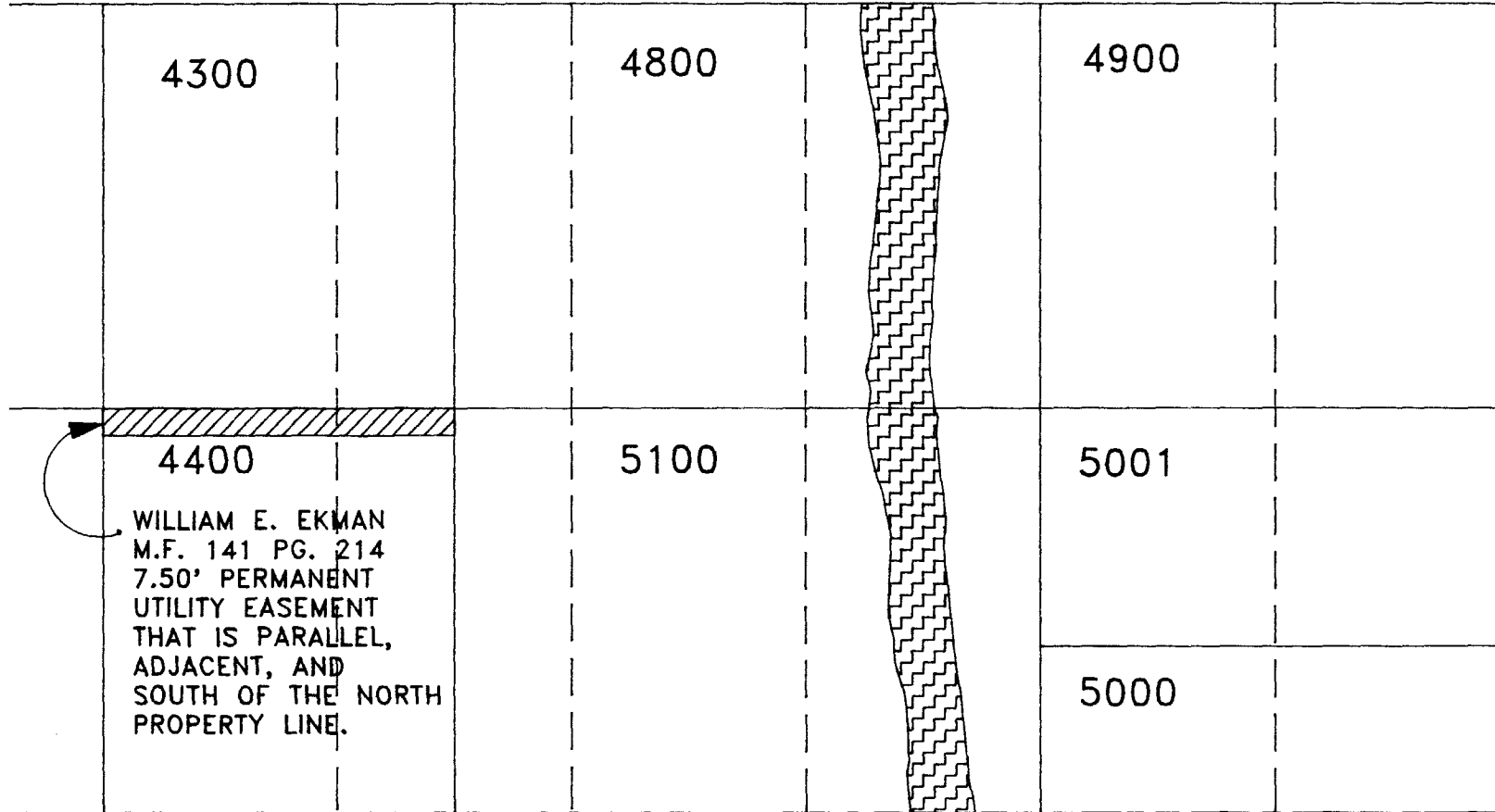


VOL 545 PAGE 868

WATER

EXHIBIT A

AVENUE



4400
 WILLIAM E. EKMAN
 M.F. 141 PG. 214
 7.50' PERMANENT
 UTILITY EASEMENT
 THAT IS PARALLEL,
 ADJACENT, AND
 SOUTH OF THE NORTH
 PROPERTY LINE.

FIRST

AVENUE

CLEVELAND STREET

CITY OF ALBANY, OREGON
 PUBLIC WORKS DEPARTMENT
 ENGINEERING/UTILITIES DIVISION

7.50' UTILITY EASEMENT
 FROM WILLIAM E. EKMAN
 TO THE CITY OF ALBANY

25

OCT 25 9 48 AM '90

STATE OF OREGON
County of Linn

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

STEVE BRUCKENMILLER
Linn County Clerk

By: [Signature], Deputy

Volume: MF 545 Page: 866

Attest: Debbie [Signature]

City of Albany

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 10th day of October, 1990, by and between Harold J. Sowers and Laura A. Sowers, husband and wife, 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 7.50-foot wide permanent utility easement across that property conveyed to Harold J. Sowers and Laura A. Sowers, husband and wife, in Volume MF 529, Page 908, Linn County Microfilm Deed Records, more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

A 7.50-foot wide strip of land over said Harold J. Sowers and Laura A. Sowers, husband and wife parcel, said strip of land being parallel, adjacent, and north of the south property line of that parcel of land described in Volume MF 529, Page 908, Linn County Microfilm Deed Records.

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.

Harold J. Sowers
Harold J. Sowers
Laura A. Sowers
Laura A. Sowers

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 10th day of October, 1990, by grantor(s) as his/~~her~~/their voluntary act and deed.

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2999, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 24th day of October, 1990

Donetta E. Horn
Notary Public for Oregon
My Commission Expires: 5-19-92

CITY OF ALBANY, OREGON
Steve Bryant
City Manager

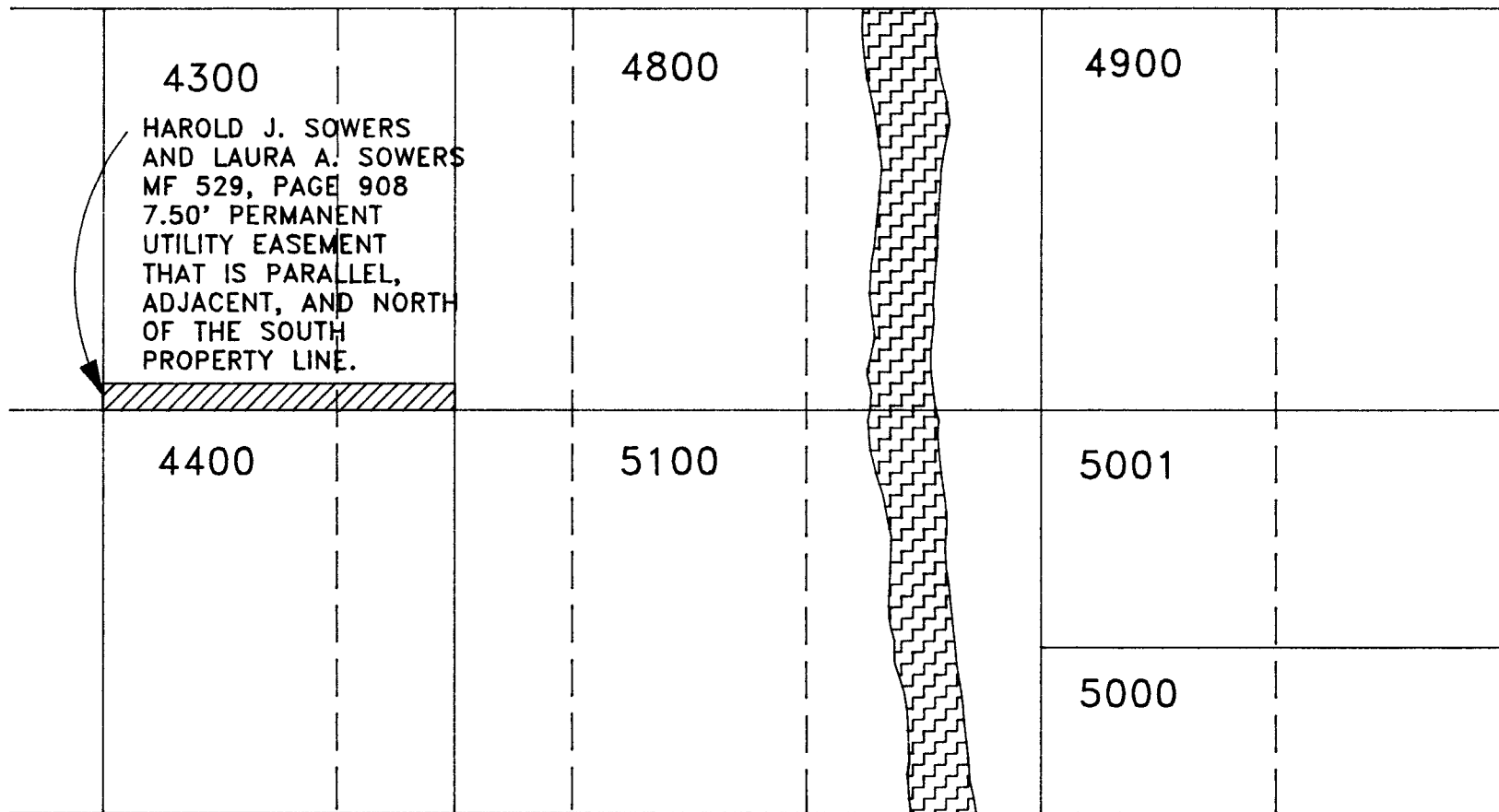
[Signature]
City Recorder

VOL. 545 PAGE 880

WATER

EXHIBIT A

AVENUE



FIRST

AVENUE

CITY OF ALBANY, OREGON
PUBLIC WORKS DEPARTMENT
ENGINEERING/UTILITIES DIVISION

7.50' UTILITY EASEMENT
FROM HAROLD AND LAURA
SOWERS TO THE CITY OF
ALBANY

25

OCT 25 9 48 AM '90

STATE OF OREGON
County of Linn

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

STEVE BRUCKENMILLER
Linn County Clerk

By *[Signature]*, Deputy

City of Albany
Box 490
Albany 97321

Volume: MF 545 Page: 878

Attest: *[Signature]*

Resolution No. 2999

Recorded Documents Recorder Files No.

Finch 1980

Ekman 1981

Sowers 1983