

RESOLUTION NO. 4153

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

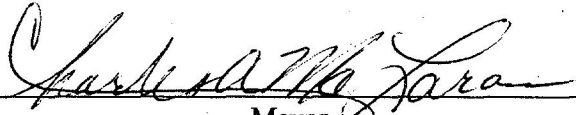
Waverly V, LLC

Purpose

A permanent 5.00 feet wide easement for public sidewalk installation and maintenance.

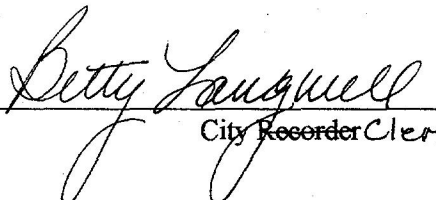
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement.

DATED THIS 28TH DAY OF JULY 1999.



Mayor

ATTEST:



City Recorder Clerk

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 1st day of July, 1999, by and between Waverly V, LLC, herein called Grantor, 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 Grantor has this day bargained and sold and by these presents does 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 easement for sidewalk. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B."
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, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.

Return to: City of Albany - Recorder
P.O. Box 490, Albany, OR 97321

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

GRANTOR:

Waverly V, LLC

By:

Lawrence E. Tokarski
Lawrence E. Tokarski, Managing Member

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

The foregoing instrument was acknowledged before me this 1st day of July, 1999, by Lawrence E. Tokarski as his voluntary act and deed.

Brian M Grenz
Notary Public for Oregon
My Commission Expires: 12/15/01



CITY OF ALBANY:

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

Ken Thompson Assistant
I, ~~Steve Bryant~~ as City Manager of the City of Albany, Oregon, pursuant to Resolution

Number 4153 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 28 day of July, 1999.

Ken Thompson
Assistant
City Manager

ATTEST:

Betty Leaguel
City Recorder-Clerk



Exhibit "A"

June 24, 1999

A 5.00 foot wide easement for public sidewalk installation and maintenance described as follows:

Commencing at the Southwest Corner of the Anderson Cox Donation Land Claim in Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon; thence N01°22'45"W, along the west line of said Land Claim, also being the center line of Waverly Drive (70.00 feet wide) a distance of 1774.78 feet to a point; thence N89°26'07"E a distance of 38.00 feet to the point of beginning on the easterly right-of-way line of Waverly Drive; thence N01°22'45"W, along the easterly right-of-way line of Waverly Drive, a distance of 188.00 feet to a point; thence N89°26'07"E a distance of 5.00 feet to a point; thence S01°22'45"E, parallel with and 5.00 feet east of the easterly right-of-way line of Waverly Drive, a distance of 188.00 feet to a point; thence S89°26'07"W a distance of 5.00 feet to the point of beginning.

The above described parcel contains 940 square feet of land.

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62" REDWOOD 74" REDWOOD

38.95'

N89°26'07"E
5.00'

S01°22'45"E 188.00'
5' SIDEWALK EASEMENT
N01°22'45"W 188.00'

PINE
PINE

S89°26'07"W 38.00'

S89°26'07"W
5.00'

N 01°22'45" W 1774.78'

NAVERLY DRIVE

WAVERLY DRIVE

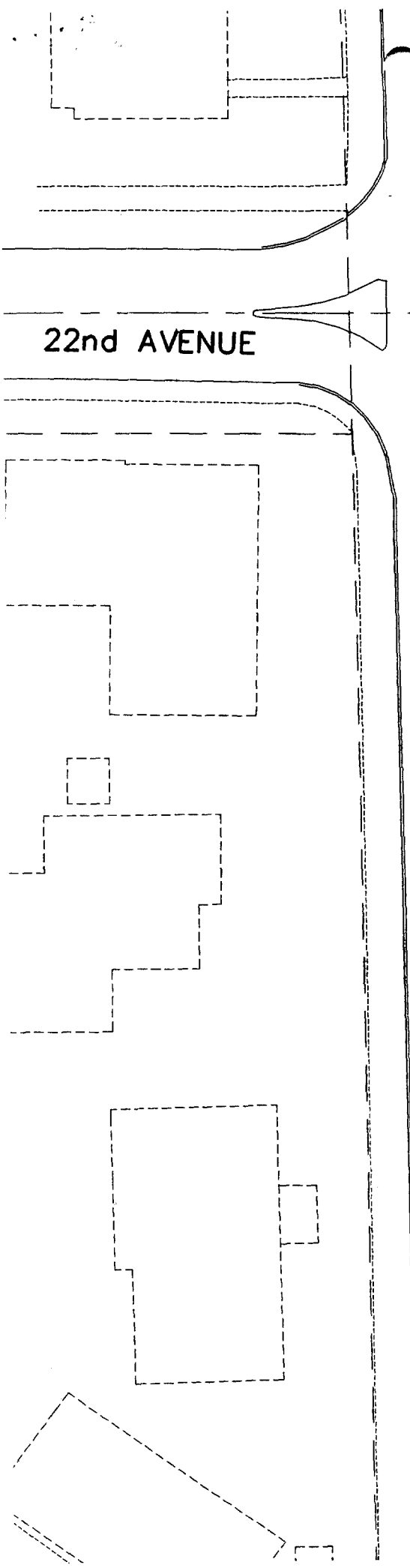
22nd AVENUE

VAN ACCESSIBLE



TRASH

BLD. 1



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 RJ, Deputy

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R 20
S 70

AUG 4 2 48 PM '99

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Recorded Document Recorder File No. 3432