

RESOLUTION NO. 4783

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT

Grantor

Gerald W. Harteloo  
William F. Hagedorn

Purpose

A 30.0 foot wide access and utility easement as shown on attached EXHIBIT B and described in attached EXHIBIT A.

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage by the Council and approval by the Mayor.

DATED AND EFFECTIVE THIS 22ND DAY OF JANUARY 2003

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder

**RECORDING COVER SHEET  
ALL TRANSACTIONS, ORS: 205.234**

This cover sheet has been prepared by the person  
Presenting the attached instrument for recording.  
Any errors in this cover sheet DO NOT affect the  
Transaction(s) contained in the instrument itself.

BENTON COUNTY, OREGON **2004-362688**  
DE-EAS  
Cnt=1 Stn=8 COUNTER1 **02/27/2004 03:30:51 PM**  
\$45 00 \$11 00 \$10.00 \$15 00 **\$81.00**



I, James V Morales, County Clerk for Benton  
County, Oregon, certify that the instrument  
identified herein was recorded in the Clerk  
records



James V Morales - County Clerk

AFTER RECORDING RETURN TO:

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

PRI

1.) NAME(S) OF THE TRANSACTION(S) required by ORS 205.234(a)

Easement

2.) DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160

Gerald W. Harfeld

William Hagedorn

3) INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(a) and ORS 205.160

City of Albany

4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

\$1.00

5) ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

No tax statements

6) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY  
CLERKS LIEN RECORDS, ORS 205.121(1)(e)

7) THE AMOUNT OF THE CIVIL PENALTY or THE AMOUNT, INCLUDING PENALTIES,  
INTEREST AND OTHER CHARGES FOR WHICH THE WARRANT, ORDER OR JUDGMENT  
WAS ISSUED. ORS 205.125(1)(c) and ORS 18.325

8) Rerecorded to correct \_\_\_\_\_  
Previously recorded as \_\_\_\_\_

EASEMENT FOR UTILITIES AND ACCESS

THIS AGREEMENT, made and entered into this 28<sup>TH</sup> day of JANUARY, 2004, by and between Gerald W. Harteloo and William F. Hagedorn, hereinafter 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 30.0 foot wide Access and Utility easement as shown on attached EXHIBIT B and described in attached EXHIBIT A.
2. The easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the 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.

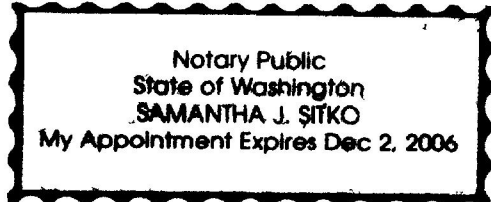
IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

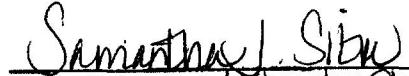
GRANTORS:  
Gerald W. Harteloo and William F. Hagedorn

  
\_\_\_\_\_  
Gerald W. Harteloo

STATE OF WA )  
County of CLALLAM ) ss.  
City of WASHOUQUE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2004, by Gerald W. Harteloo



  
\_\_\_\_\_  
Notary Public for Washington State  
My Commission Expires: 12/02/06

***Because the previous page does not meet the recording standards for permanent records in Benton County, Oregon, the following is a typed reproduction of the original page.***

EASEMENT FOR UTILITIES AND ACCESS

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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.

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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.

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

GRANTORS:

**Gerald W. Harteloo and William F. Hagedorn**

S/GERALD W. HARTELOO  
Gerald W. Harteloo

STATE OF WA )  
County of CLARK ) ss.  
City of WASHOUGAL )

The foregoing instrument was acknowledged before me this 28TH day of JANUARY, 2004, by Gerald W. Harteloo

S/SAMANTHA J. SITKO  
Notary Public for WASHINGTON  
My Commission Expires: 12/02/06

William F. Hagedorn  
William F. Hagedorn

STATE OF MONTANA )  
County of SANDERS ) ss.  
City of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of JAN., 2004, by William F. Hagedorn

Clara D. Eubank

Notary Public for THE STATE OF MONTANA  
My Commission Expires: July 18, 2007

**CITY OF ALBANY:**

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4785, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 4 day of February, 2004.

ATTEST:

Steve Bryant  
City Manager  
Betty Langwell  
City Recorder Clerk

**Because the previous page does not meet the recording standards for permanent records in Benton County, Oregon, the following is a typed reproduction of the original page.**

S/ WILLIAM F. HAGEDORN  
William F. Hagedorn

STATE OF MONTANA )  
County of SANDERS ) ss.  
City of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 28TH day of JANUARY, 2004, by **William F. Hagedorn**

S/ CLAUDE I. BURLINGAME  
Notary Public for THE STATE OF MONTANA  
My Commission Expires: JULY 18, 2007

**CITY OF ALBANY:**

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4783, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 4TH day of FEBRUARY 2004.

S/ STEVE BRAYANT  
City Manager

ATTEST:

S/ BETTY LANGWELL  
City Recorder

# Exhibit A

## 30.00 FOOT ACCESS AND UTILITY EASEMENT

An Access and Utility Easement 30.00 feet in width and being 15.00 feet on each side of the following described center line:

Beginning at a Point being the most northwesterly center line terminus of Violet Avenue NW located in the City of Albany, Benton County Oregon, said point being 88.20 feet North 40°32'00" West of the most northerly corner of Lot 100 in Covey Run Subdivision Phase 2:

Thence North 64°38'23" West, 203.91 feet; Thence North 00°00'00" East, 50.96 feet; Thence along a 30.00 foot radius curve to the right a distance of 51.85 feet (the chord which bears North 49°30'33" East 45.63 feet); Thence South 83°00'00" east 130.00 feet; Thence North 84°00'00" East 136.16 feet to the point of terminus, which is the easterly property line of that tract of land owned by deed of trust to Ticor Title Insurance Company, Trustee for the benefit of Gerald W. Harteloo and William F. Hagedorn, recorded in M258599-98 microfilm records of Benton County, Oregon.

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## **Exhibit A**

### **30.00 FOOT ACCESS AND UTILITY EASEMENT**

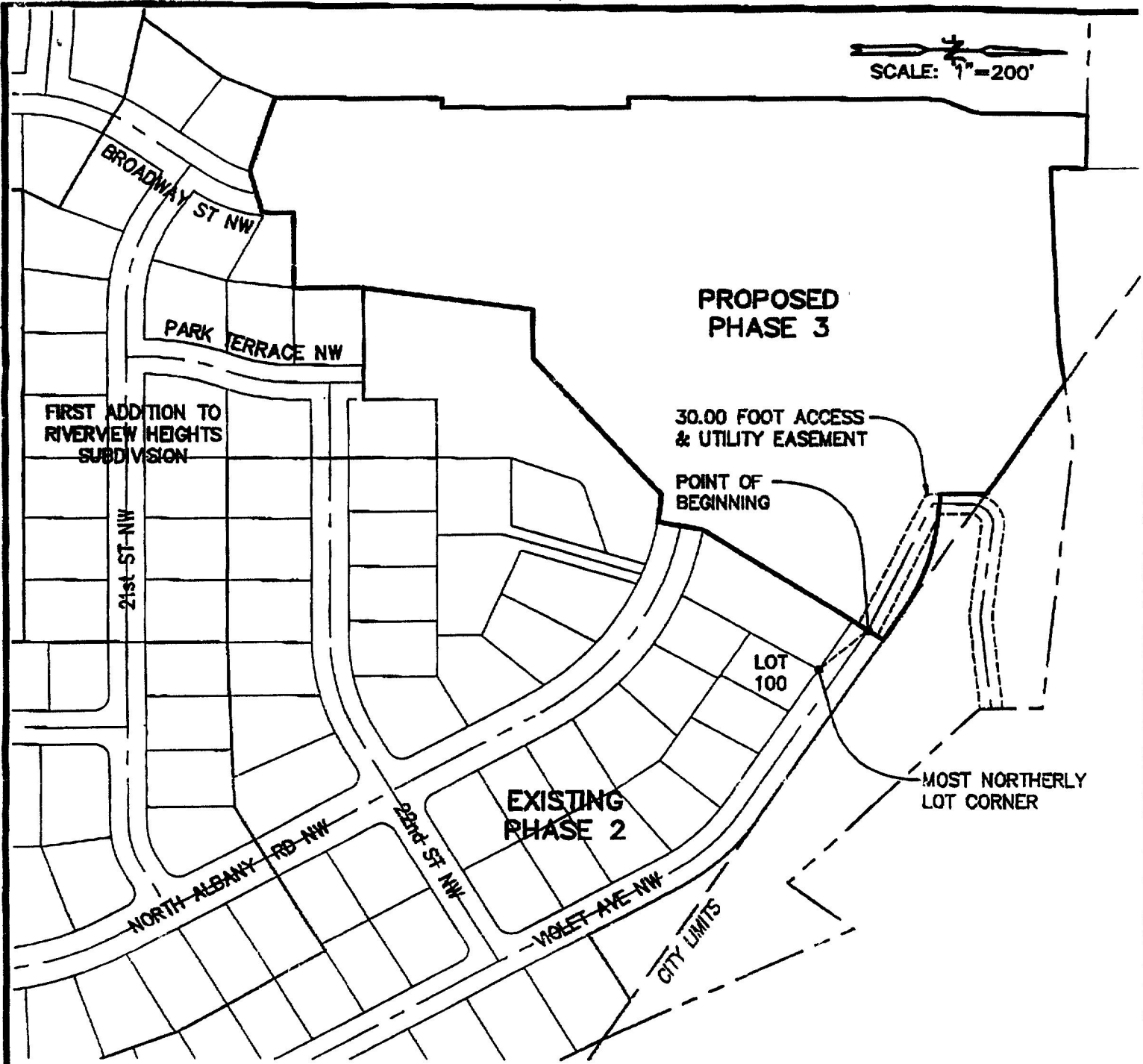
An Access and Utility Easement 30.00 feet in width and being 15.00 feet on each side of the following described center line:

Beginning at a Point being the most northwesterly center line terminus of Violet Avenue NW located in the City of Albany, Benton County Oregon, said point being 88.20 feet North 40°32'00" West of the most northerly corner of Lot 100 in Covey Run Subdivision Phase 2:

Thence North 64°38'23" West, 203.91 feet; Thence North 00°00'00" East, 50.96 feet; Thence along a 30.00 foot radius curve to the right a distance of 51.85 feet (the chord which bears North 49°30'33" East 45.63 feet); Thence South 83°00'00" east 130.00 feet; Thence North 84°00'00" East 136.16 feet to the point of terminus, which is the easterly property line of that tract of land owned by deed of trust to Ticor Title Insurance Company, Trustee for the benefit of Gerald W. Harteloo and William F. Hagedorn, recorded in M258599-98 microfilm records of Benton County, Oregon.



SCALE: 1"=200'



# Exhibit B

## COVEY RUN PHASE 3 - ACCESS AND UTILITY EASEMENT TO BE DEDICATED

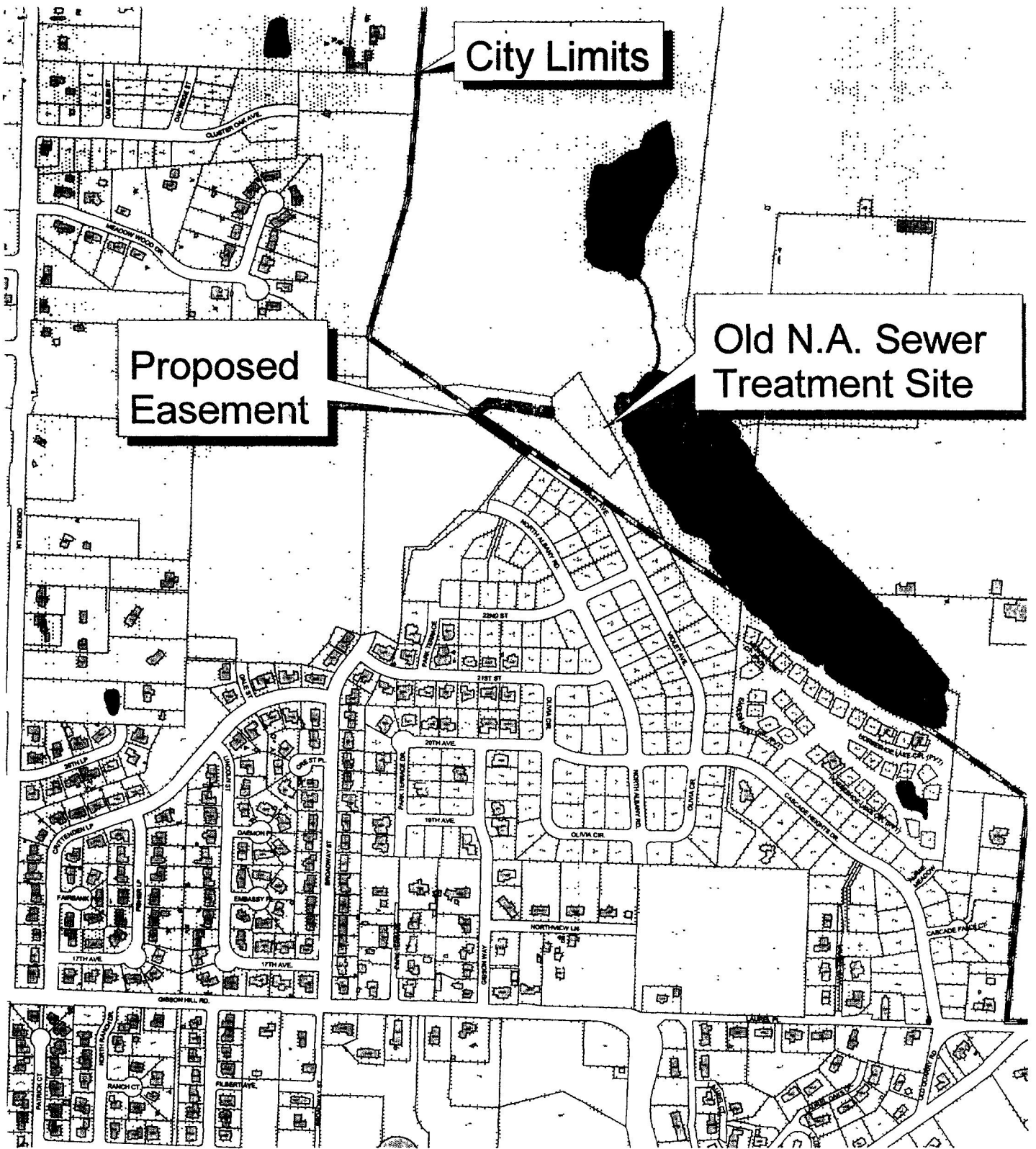


PREPARED BY:  
**NORTH SANTIAM PAVING COMPANY**  
 41203 KINGSTON-LYONS DRIVE, P.O. BOX 516  
 STAYTON, OREGON 97383 503-769-3436

SCALE:  
 HORIZ: 1"=200'  
 VERT: NONE

DATE: Jan 2, 2003  
 REV.:

SHEET  
 1  
 of  
 1



# Covey Run Easement Vicinity Map



Public Works	Gordon Steffensmeier
gordons nil	Jan 2, 2003

The City of Albany's infrastructure records, drawings and other documents have been gathered over many decades using differing standards for quality control, documentation, and verification. All the information provided represents current information in a readily available format. While the information provided is generally believed to be accurate, occasionally this information proves to be incorrect, and that its accuracy is not warranted. Prior to making any property purchases or other investments based in full or in part upon the information provided, it is specifically advised that you independently field verify the information contained within our records.



Resolution No. 4783

Recorded Document Recorder File No. 4331