

RESOLUTION NO. 5939

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantors

Tim S. Siddiqui

Purpose

A variable width storm drainage easement as part of a new restaurant project on Belmont Avenue.

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

DATED AND EFFECTIVE THIS 11TH DAY OF AUGUST 2010.



Mayor

ATTEST:



City Clerk



EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 28 day of July, 2010, by and between Tim S. Siddiqui, 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:

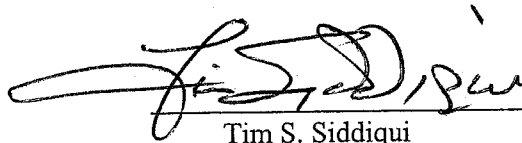
1. The right-of-way hereby granted consists of:

A variable width storm drainage easement as part of a new restaurant project on Belmont Avenue. See legal description on attached Exhibit A and maps on attached Exhibits B and C.
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.

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

GRANTOR:

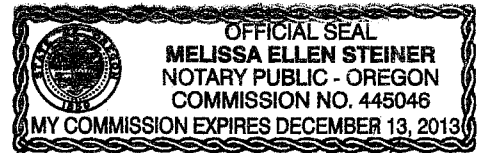
Tim S. Siddiqui

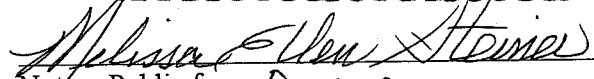


Tim S. Siddiqui

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

The instrument was acknowledged before me this
28 day of July, 2010,
by Tim S. Siddiqui as his voluntary act and deed.





Notary Public for Oregon
My Commission Expires: 12-13-2013

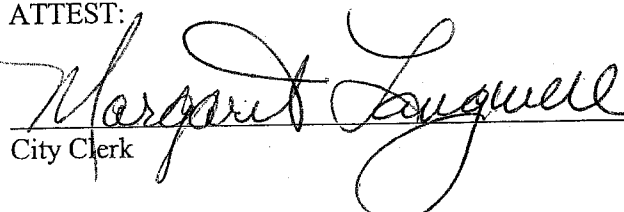
CITY OF ALBANY:

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

I, Wes Hare, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 5939 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 13 day of August, 2010.



City Manager

ATTEST:


City Clerk

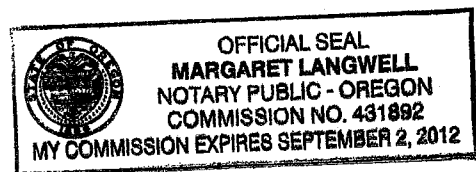


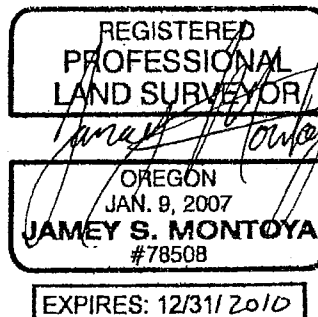
Exhibit "A"
(Drainage Way Easement Description)

A tract of land lying in the Northeast 1/4 of Section 25, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon, and also being a portion of that Siddiqui Property described in a Memorandum of Contract recorded as Document Number 2008-07715, Linn County Deed Records, said tract being more particularly described as follows:

Commencing at the northwest corner of said Siddiqui property; thence South 89°19'00" East, on the north line of said Siddiqui property, a distance of 48.79 feet to the **True Point of Beginning**; thence South 01°59'22" West 47.76 feet; thence South 12°49'10" West 72.05 feet; thence South 23°32'24" West 43.55 feet; thence South 00°27'11" West 15.00 feet to the south line of said Siddiqui property; thence South 89°19'00" East, on said south line, a distance of 40.80 feet; thence North 12°49'10" East 124.23 feet; thence North 01°59'22" East 51.87 feet to the north line of said Siddiqui property; thence North 89°19'00" West, on said north line, a distance of 35.01 feet to the Point of Beginning.

The bearings used for this description are based on County Survey No. 17130.

END OF DESCRIPTION

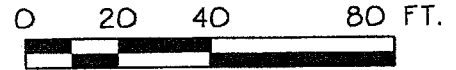
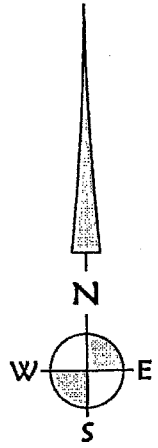


July 2, 2010
DRAINAGE WAY
EASEMENT DESCRIPTION
(08-72) JSM
Z:\Projects\2008\08-72\Surveying\Documents\drainage.doc

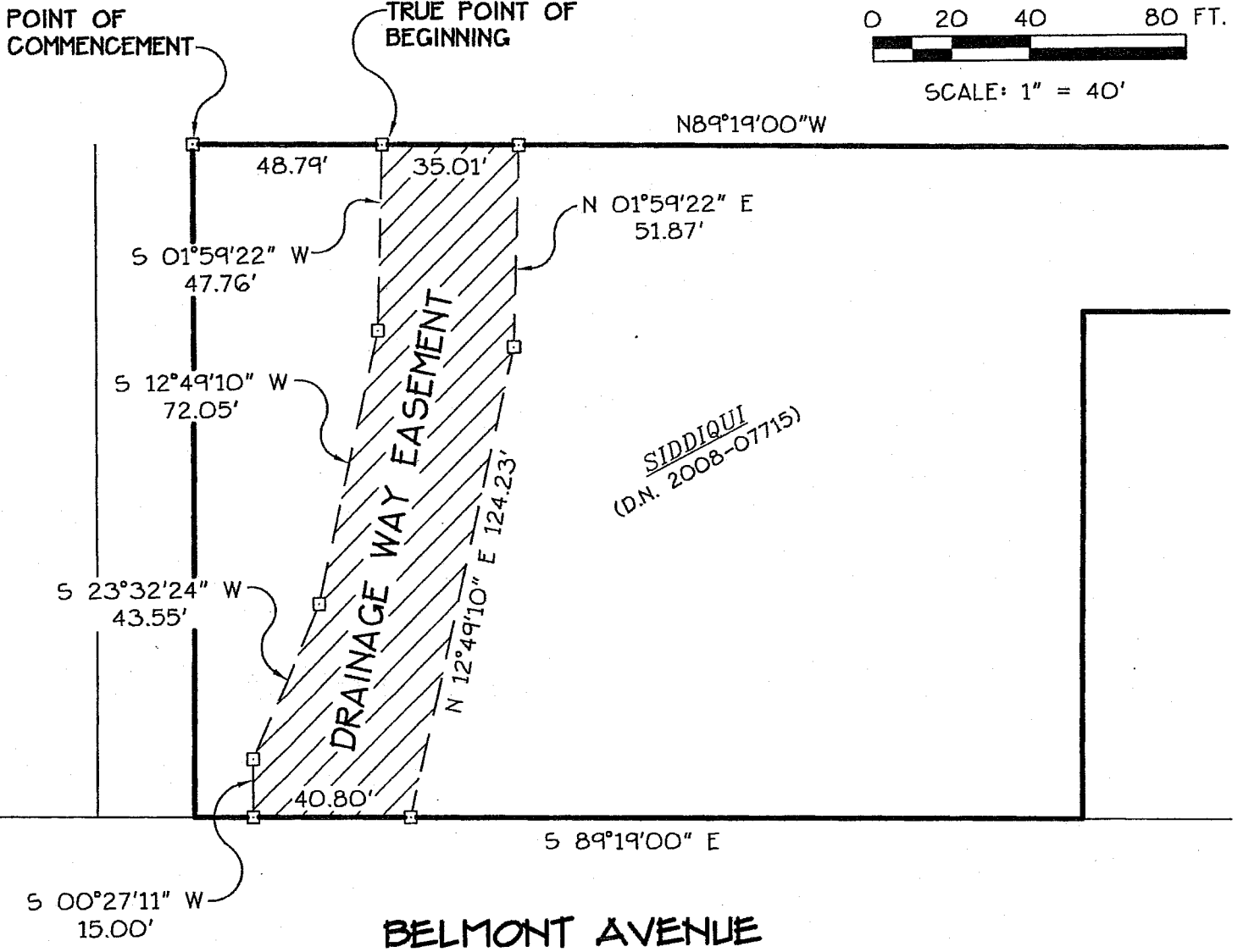
EXHIBIT "B" DRAINAGE WAY EASEMENT

FOR
TIM SIDDIQUI

LOCATED IN
NE 1/4 SEC. 25, T. 11 S., R. 4 W., W.M.
CITY OF ALBANY, LINN COUNTY, OREGON
JULY 6, 2010



SCALE: 1" = 40'



Date: 7/6/2010 Time: 14:28
Scale: 1=40
File: dwg\2008\08-72\08-72EXH.dwg (Jamey M)



K & D ENGINEERING, Inc.
276 N.W. Hickory Street P.O. Box 725
Albany, Oregon 97321
(541) 928-2583

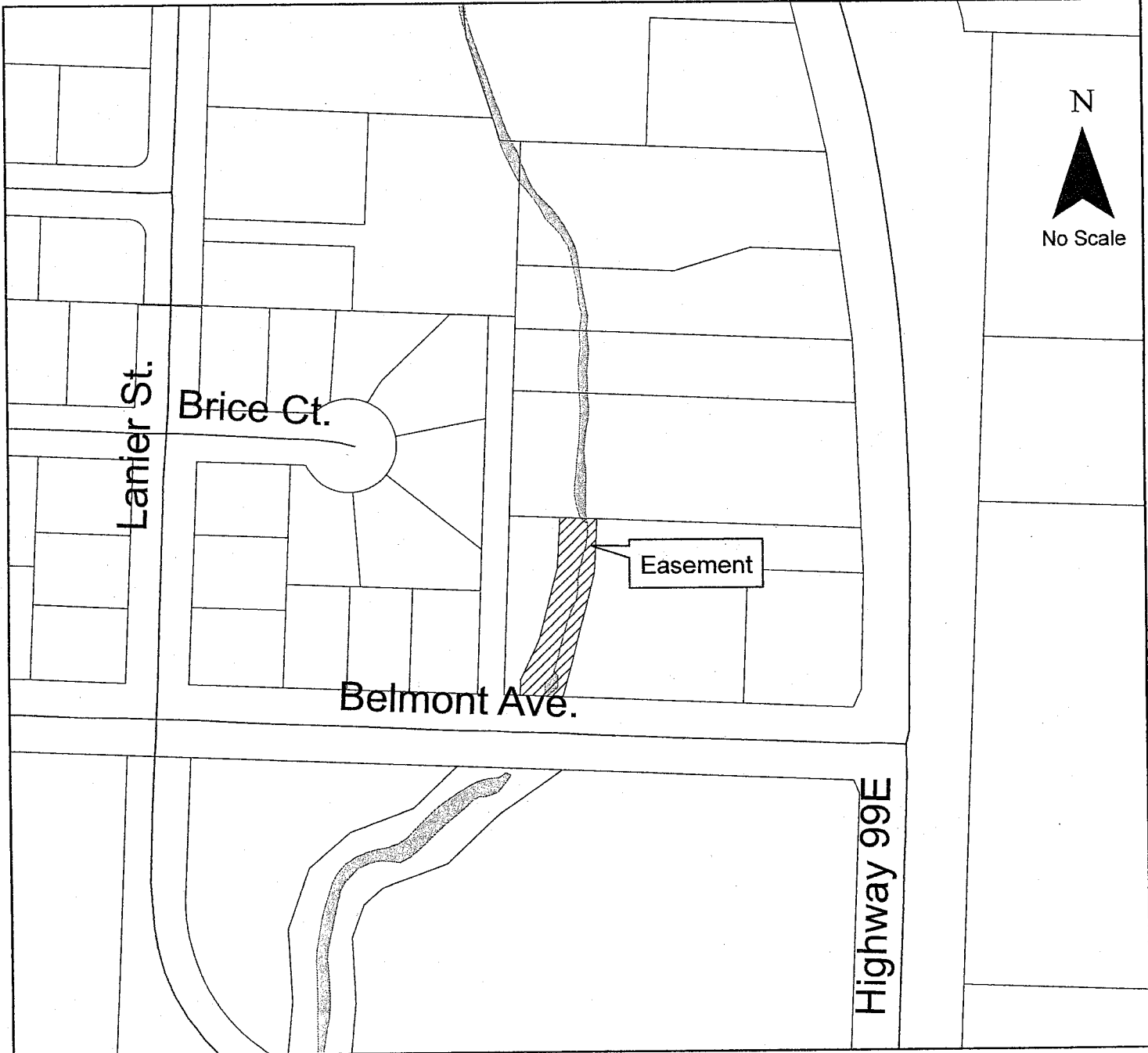
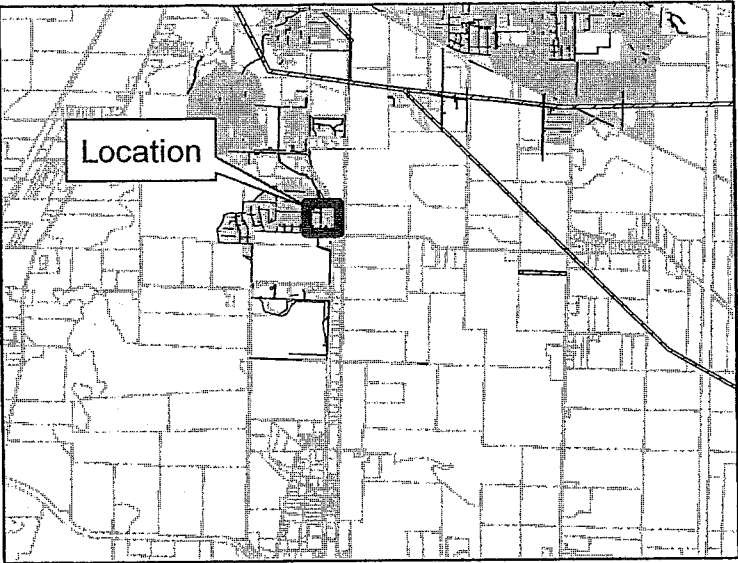
EXHIBIT C

11SO4W25AD00200

A variable width storm drainage easement as part of a new restaurant project on Belmont Avenue.



Geographic Information Services



LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY, OREGON **2010-13417**
E-UT
Cnt=1 Str=1 COUNTER **08/20/2010 08:38:04 AM**
\$30.00 \$11.00 \$15.00 \$9.00 \$10.00 **\$75.00**



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



After Recording Return To:

City of Albany City Clerk

PO Box 490

Albany, OR 97321

All Tax Statements Should Be Sent To:

NA

1. Name/Title of Transaction - by ORS 205.234 (a)

EASEMENT FOR PUBLIC UTILITIES

2. Grantor/Direct Party - required by ORS 205.125(1)(b) and ORS 205.160

Tim s. Siddiqui

3. Grantee/Indirect Party - required by ORS 205.125(1)(a) and ORS 205.160

City of Albany

4. True and Actual Consideration (if there is one), ORS 93.030

\$1.00

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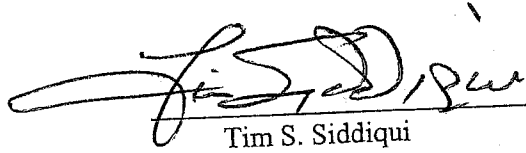
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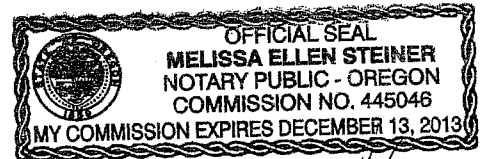
Tim S. Siddiqui

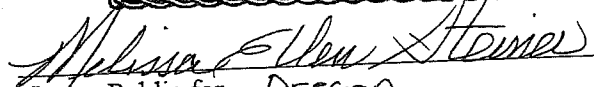


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My Commission Expires: 12-13-2013

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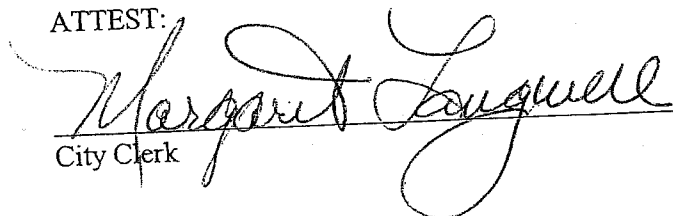
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City Clerk

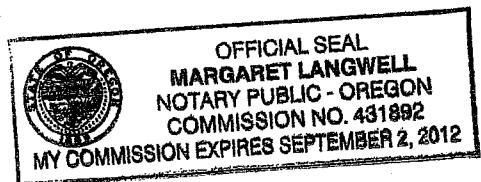


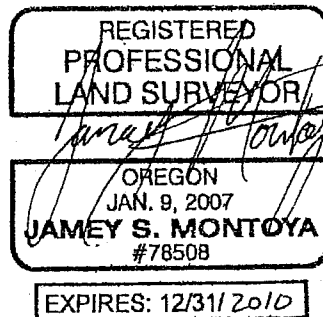
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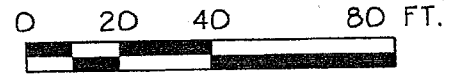
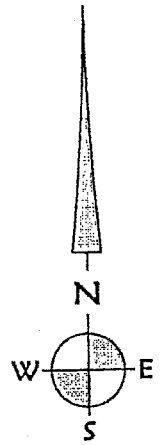


July 2, 2010
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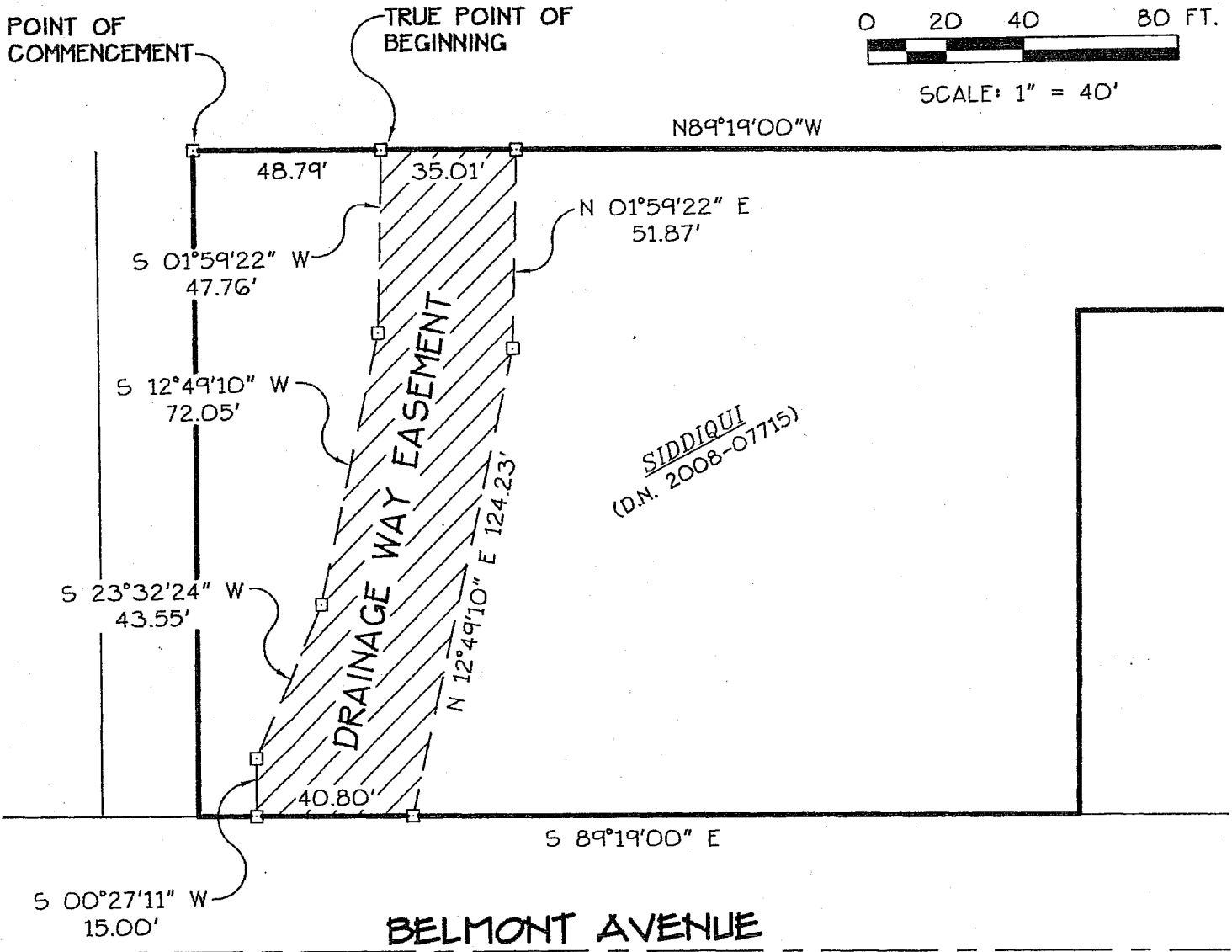
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