

RESOLUTION NO. 6069

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT FOR WATER TRANSMISSION MAIN CROSSINGS OF THE WILLAMETTE RIVER:

Grantor

STATE OF OREGON

Purpose

A 25-foot-wide easement for water transmission main crossings of the Willamette River.

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

DATED AND EFFECTIVE THIS 14TH DAY OF DECEMBER 2011.

  
Mayor

ATTEST:

  
City Clerk



**STATE OF OREGON**  
**Department of State Lands**

**COPY**

**EASEMENT NO. 47698-EA**  
**Utility – Water Main**

The STATE OF OREGON, by and through its Department of State Lands, GRANTOR, for and in consideration of \$ (dollar amount), hereby grants to GRANTEE,

NAME of GRANTEE:  
City of Albany

ADDRESS:  
PO Box 522  
Albany, OR 97321

an easement and right to construct, maintain, operate and replace 3 water transmission mains over, upon, and across the following particularly described property situated in Linn and Benton County, Oregon, more particularly described as follows:

A 25.00 foot wide strip of land for easement purposes located in the Southeast 1/4 of Section 1, Township 11 South, Range 4 West, Willamette Meridian, Linn and Benton Counties, Oregon. The centerline of said 25.00 foot wide strip being more particularly described as follows:

Commencing at City of Albany GPS Point Number 93626, a 5/8 inch iron rod with a 2 inch aluminum cap set at the intersection of North Albany Road with NW Hickory Street,

Thence South 03 39'23" West 1111.10 feet to the True Point of Beginning,

Said point being at the intersection of the Ordinary Low Water Line of the north bank of the Willamette River with the City of Albany Broadway Transmission Water Line,

Thence South 10 23'56" West, on said Water Line, a distance of 365 feet, more or less, to a point at the Ordinary Low Water Line of the south bank of the Willamette River, said point being the terminus of said centerline.

The beginning and ending of the above described strip are the Ordinary Low Water Line of the north and south banks of the Willamette River.

The Basis of Bearing of the above described strip was established between City of Albany GPS Points 93626 and 93627, South 86 00'44" Ease, as shown on the Exhibit Map, attached hereto and made a part of Exhibit "A".

*Gordon S. Sent to  
State for sigs.*

TO HAVE AND TO HOLD the same unto GRANTEE in perpetuity, subject to the following conditions:

1. GRANTOR has the right to grant additional easements within the area authorized by this easement subject to the provisions of the administrative rules governing the granting of easements.
2. GRANTEE shall obtain prior written approval from GRANTOR prior to:
  - a) Changing the type of use authorized by this easement;
  - b) Expanding the number of authorized developments or uses;
  - c) Changing the authorized area; and/or
  - d) Permitting other persons to utilize the easement for uses and developments requiring separate written authorization by GRANTOR pursuant to the administrative rules governing the granting of easements or other GRANTOR requirements.
3. The easement area shall remain open to the public for recreational and other non-proprietary uses unless restricted or closed to public entry by the State Land Board or GRANTOR.
4. GRANTOR and/or its authorized representative(s) shall have the right to enter into and upon the easement area at any time for the purposes of inspection or management.
5. Except as expressly authorized in writing by the Department, GRANTEE shall not:
  - a) Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, or
  - b) Remove any sand and gravel, or other mineral resources for commercial use or sale, that occur in the easement area except as expressly authorized in writing by GRANTOR.

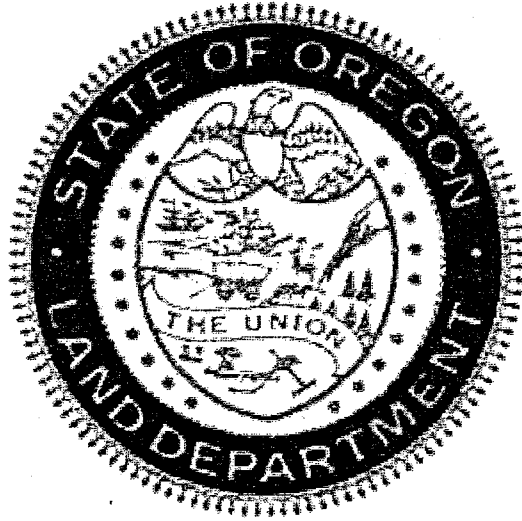
Routine right-of-way maintenance including vegetation trimming shall be allowed.
6. GRANTEE shall compensate GRANTOR for the fair market value of any commercially valuable timber or sand and gravel resources in the easement area that must be removed during or after placement of the authorized use, or which cannot be developed because of the authorized use.
7. GRANTEE shall conduct all operations within the easement area in a manner that conserves fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests. Upon completion of construction, GRANTEE shall reclaim disturbed lands to a condition satisfactory to GRANTOR.

8. GRANTEE shall obtain a surety bond in the amount of \$N/A to ensure compliance with the terms and conditions of this easement.
9. The right to use this easement shall automatically terminate if it, or the development authorized by GRANTOR, is not used within five (5) consecutive years of the date this easement was granted, pursuant to the provisions of the administrative rules governing the granting of easements.
10. Unless otherwise approved in writing by GRANTOR, GRANTEE shall remove all cables, pipes, conduits, roads, and other developments placed by GRANTEE on the easement, and shall restore the surface of the easement area to a condition satisfactory to GRANTOR within one (1) year following termination of use or expiration of this easement.
11. GRANTEE shall inspect the condition of the area authorized by this easement and the developments authorized by this easement on a frequency of: annually.
12. GRANTOR shall have the right to stop operation of the use authorized by this easement for noncompliance with the conditions of this easement, the provisions of the administrative rules governing the granting of easements, and/or any lawful requirement by a regulatory agency of this STATE.
13. If this easement authorizes the use of state-owned submerged and/or submersible land:
  - a) Construction in navigable waters shall conform to the standards and specifications set by the U.S. Army Corps of Engineers and the U.S. Coast Guard for the use authorized by this easement.
  - b) Any blasting which may be necessary, or in-water placement, maintenance, or repair of the authorized use shall be performed according to the laws of this STATE, including strict adherence to Oregon Department of Fish & Wildlife in-water work windows.
14. GRANTEE shall pay to GRANTOR the current market value, as determined by GRANTOR, for any unnecessary and non-approved damages to state-owned lands caused by construction or maintenance of the easement.
15. GRANTEE shall pay all assessments that may be legally charged on public lands which are levied against the property subject to this easement, whether or not such assessments have been levied against the easement area or STATE by the assessing agency.
16. GRANTEE shall use the authorized easement area only in a manner or for such purposes that assure fair and non-discriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.

17. This easement is freely transferable. However, no transfer may increase the burden on the easement area or detract from the value of the underlying state-owned land.

This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is for an easement only, and title remains in the State of Oregon.

WITNESS the seal of the Department of State Lands affixed this \_\_\_\_\_ day of December, 2011.



STATE OF OREGON, acting by and through its Department of State Lands

\_\_\_\_\_  
Nancy N. Pustis

STATE OF OREGON                    )  
  )ss  
County of Marion                    )

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2011, by Nancy N. Pustis, the Western Region Manager of the Department of State Lands.

\_\_\_\_\_  
Signature  
My commission Expires \_\_\_\_\_, 20\_\_.

CERTIFICATE OF APPROVAL OF CONVEYANCE  
(ORS 93.808)

City of Albany, Grantee, hereby approves and accepts, pursuant to ORS 93.808, the grant of an interest in real property from State of Oregon, Grantor, as described in the instrument to which this Certificate is attached.

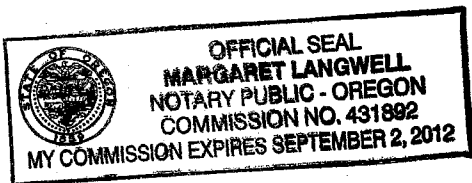
A copy of this Certificate may be affixed to, and recorded with, the instrument described above.

DATED this 15 day of December, 2011.

City of Albany,  
Grantee  
By: Wes Hare  
Name: Wes Hare  
Title: City Manager

STATE OF OREGON            )  
  ) ss.  
County of Linn            )

On this 15<sup>th</sup> day of December, 2011, before me personally appeared Wes Hare, who being duly sworn stated that he is the City Manager of the City of Albany, Grantee, and acknowledged the foregoing instrument to be the voluntary act of said Grantee and that he/she executed the foregoing instrument under authority granted by said Grantee.



Margaret Langwell  
NOTARY PUBLIC FOR OREGON  
My commission Expires: September 2, 2012

# CITY OF ALBANY EASEMENT

LOCATED IN  
SE 1/4 SEC. 1, T. 11 S., R. 4 W., W.M.  
LINN AND BENTON COUNTIES, OREGON

MAY 16, 2011

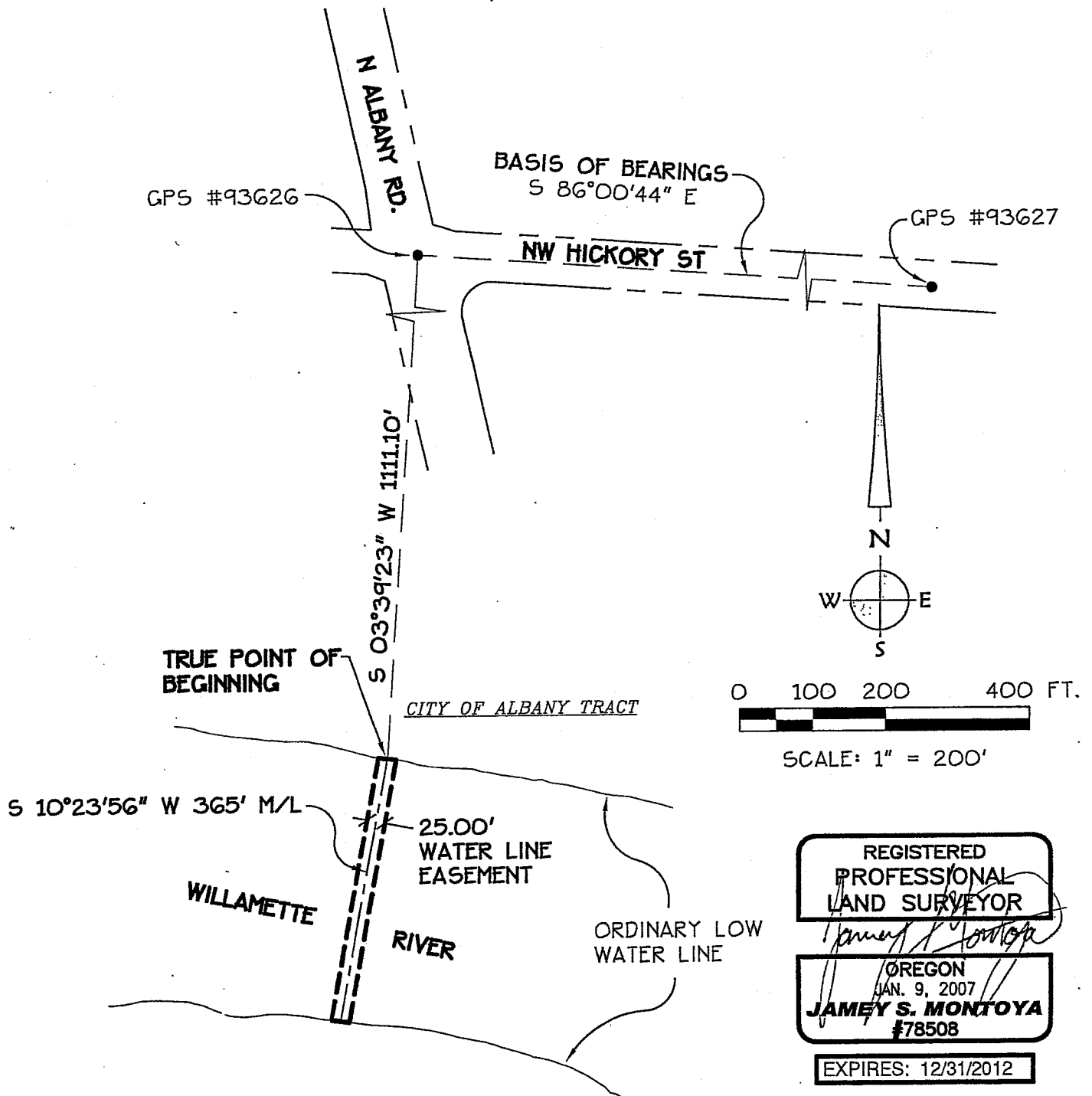


EXHIBIT "A"

47698-EA  
CITY OF ALBANY

**K & D**

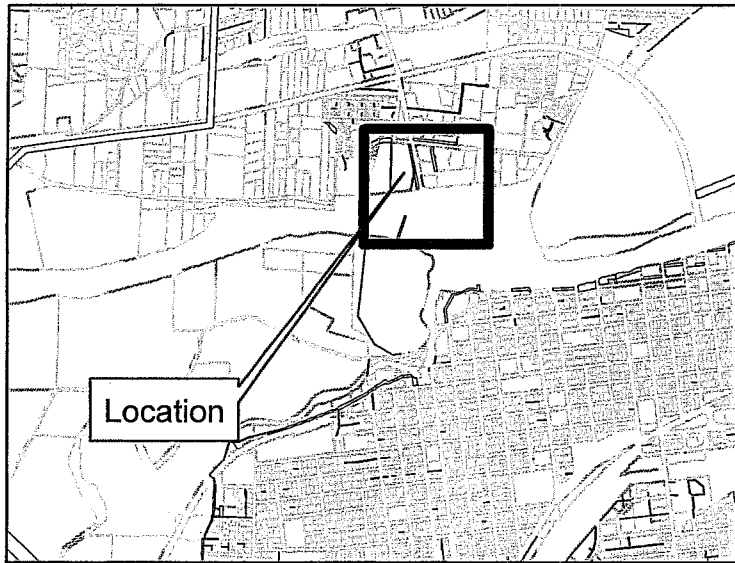
**K & D ENGINEERING, Inc.**  
276 N.W. Hickory Street P.O. Box 725  
Albany, Oregon 97321  
(541) 928-2583

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Jamey S. Montoya*  
OREGON  
JAN. 9, 2007  
**JAMEY S. MONTOYA**  
#78508  
EXPIRES: 12/31/2012



# Vicinity Map

A 25 foot wide easement for water transmission main crossing of the Willamette River



Geographic Information Services

