

RESOLUTION NO. 2978

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

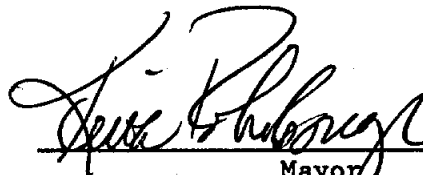
Grantor

Andrew James Neliton

Purpose

Two easements for public utilities over existing water and sanitary sewer lines. Easements are in conjunction with Lafayette street vacation located in 11S-03W-07AB tax lots 6501, 6600, and 11101 in the City of Albany, Linn County, Oregon.

DATED this 8th day of August, 1990.



Mayor

ATTEST:



City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 16 day of July, 1990, by and between Andrew James Neliton, 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 permanent utility easement across that property conveyed to Andrew James Neliton in Volume MF 527, Page 617, Linn County Microfilm Deed Records, more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

Beginning at the southeast corner of Block 31 of Hackleman's Second Addition to the City of Albany a recorded subdivision plat in Book 1, Page 2, Linn County Records Office, in Section 7, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon; thence on the east line of said Block 31, North 09° 00' 00" West 110.00 feet, more or less, to the southeast corner of that parcel of land conveyed to Andrew James Neliton in Volume MF 527, Page 617, Linn County Microfilm Deed Records, said point being the southeast corner of the northeast quarter of said Block 31, said point also being the TRUE POINT OF BEGINNING; thence parallel to the easterly extension of the south line of said Andrew James Neliton parcel, North 81° 00' 00" East 20.00 feet; thence parallel and 20.00 feet easterly of the east line of said Andrew James Neliton parcel, North 09° 00' 00" West 94.90 feet; thence South 81° 00' 00" West 20.00 feet to a point on the northerly extension of the easterly line of said Andrew James Neliton parcel; thence on the northerly extension of said line and the easterly line of said Andrew James Neliton parcel, South 09° 00' 00" East 94.90 feet to the True Point of Beginning.

Except therefrom all that portion lying within the right of way of Pacific Boulevard (Highway 99E and 20).

Containing 0.044 acres more or less.

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.

Andrew James Neliton
 Andrew James Neliton

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 16th day of July, 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 2978, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 8th day of August, 1990.

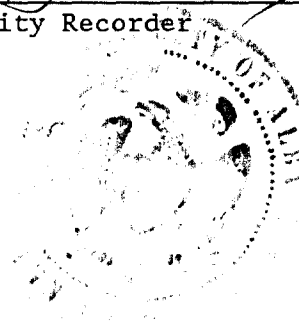
[Signature]
 Notary Public for Oregon
 My Commission Expires: 7/25/93

CITY OF ALBANY, OREGON

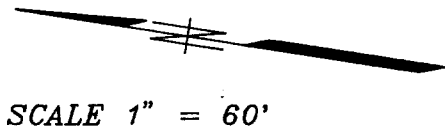
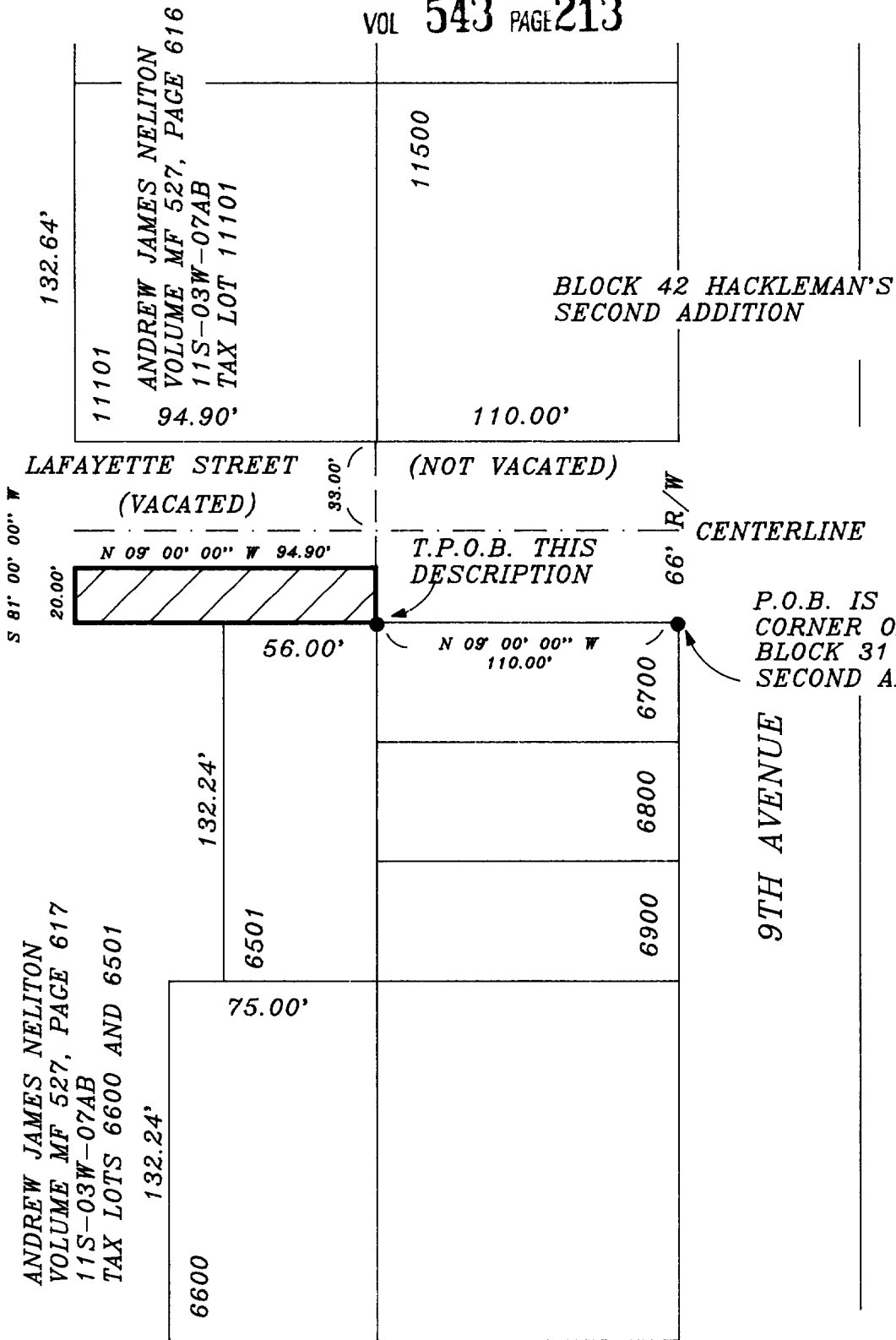
[Signature]
 City Manager

[Signature]
 City Recorder

[Signature]
 JAMES F. DAVIS
 NOTARY PUBLIC - OREGON
 My Commission Expires 7/25/93



PACIFIC BOULEVARD
(HWY 99E & 20)



SCALE 1" = 60'

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

20-FOOT PERMANENT
EASEMENT FOR UTILITIES FROM
ANDREW JAMES NELITON TO THE
CITY OF ALBANY IN SECTION 7,
T. 11 S., R. 3 W., W.M.

SEP 25 12 32 PM '90

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 543 Page: 211

STEVE DRUCKENMILLER
Linn County Clerk

By *[Signature]*, Deputy
City of Albany

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 16 day of July, 1990, by and between Andrew James Neliton, 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 permanent utility easement across that property convey to Andrew James Neliton in Volume MF 527, Page 616, and Volume MF 527, Page 617, Linn County Microfilm Deed Records, more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

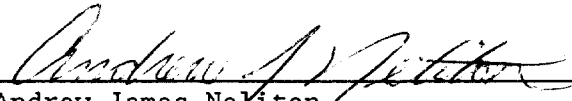
Beginning at the Southwest corner of Block 42 of Hackleman's Second Addition to the City of Albany, a recorded subdivision plat in Book 1, Page 2, Linn County Records Office, in Section 7, Township 11 South, Range 3 West, Willamette Meridian in the City of Albany, Linn County, Oregon; thence on the westerly line of said Block 42, North 09° 00' 00" West 110.00 feet, more or less, to the southwest corner of that parcel of land conveyed to Andrew James Neliton in Volume MF 527, Page 616, Linn County Microfilm Deed Records, said point being the southwest corner of the northwest quarter of Block 42 of said Hackleman's Second Addition to the City of Albany, said point also being the TRUE POINT OF BEGINNING; thence on the southern boundary line of said Andrew James Neliton parcel, North 81° 00' 00" East 132.64 feet, more or less, to the southeast corner of said Andrew James Neliton parcel; thence on the eastern boundary line of said Andrew James Neliton parcel, North 09° 00' 00" West 7.50 feet; thence parallel to and 7.50 feet northerly of the south boundary line of said Andrew James Neliton parcel, South 81° 00' 00" West 132.64 feet, more or less, to the westerly line of Block 42 of said Hackleman's Second Addition; thence on the westerly line of said subdivision, North 09° 00' 00" West 2.50 feet; thence westerly parallel to the south line of said parcel of land conveyed to Andrew James Neliton in Volume MF 527, Page 616, South 81° 00' 00" West 33.00 feet, more or less, to the centerline of the vacated Lafayette Street; thence continuing westerly, parallel to that parcel of land conveyed to Andrew James Neliton in Volume MF 527, Page 617, Linn County Microfilm Deed Records, South 81° 00' 00" West 33.00 feet, more or less, to the easterly line of Block 31 of said Hackleman's Second Addition; thence

continuing parallel to the southern line of said parcel of land in Volume MF 527, Page 617, South 81° 00' 00" West 265.00 feet, more or less, to the westerly line of said Block 31 Hackleman's Second Addition; thence southerly on the westerly line of said Block 31 South 09° 00' 00" East 10.00 feet to the south property line of said parcel; thence on the south line and easterly extension thereof of said parcel, North 81° 00' 00" East 298.00 feet, more or less, to the centerline of vacated Lafayette Street; thence parallel to the westerly extension of that parcel of land conveyed to Andrew James Neliton in Volume MF 527, Page 616, Linn County Microfilm Deed Records, North 81° 00' 00" East 33.00 feet to the True Point of Beginning.

Containing 0.099 acres more or less.

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.

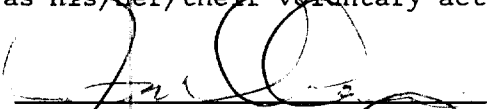


 Andrew James Neliton

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


My Commission Expires: _____

The foregoing instrument was acknowledged before me this 16th day of July, 1986 by grantor(s) as his/her/their voluntary act and deed.



 Notary Public for Oregon

PAGE 2 - EASEMENT



 JAMES F. DAVIS
 NOTARY PUBLIC - OREGON
 My Commission Expires 8/21/97

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

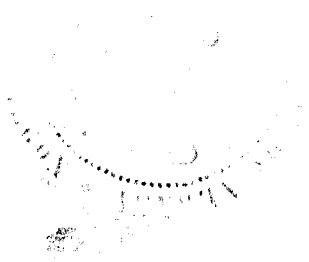
I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2978, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 8th day of August, 1990.

CITY OF ALBANY, OREGON

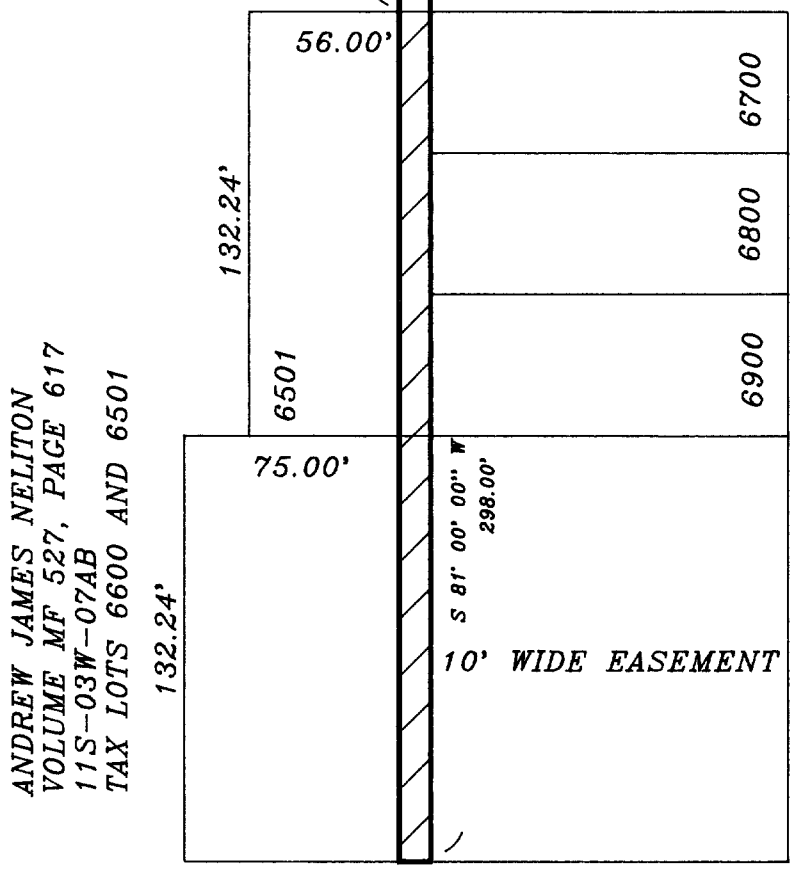
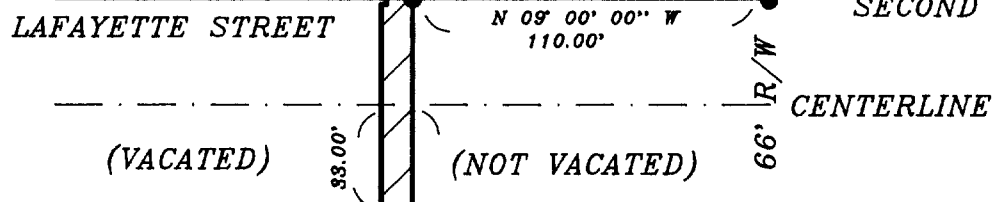
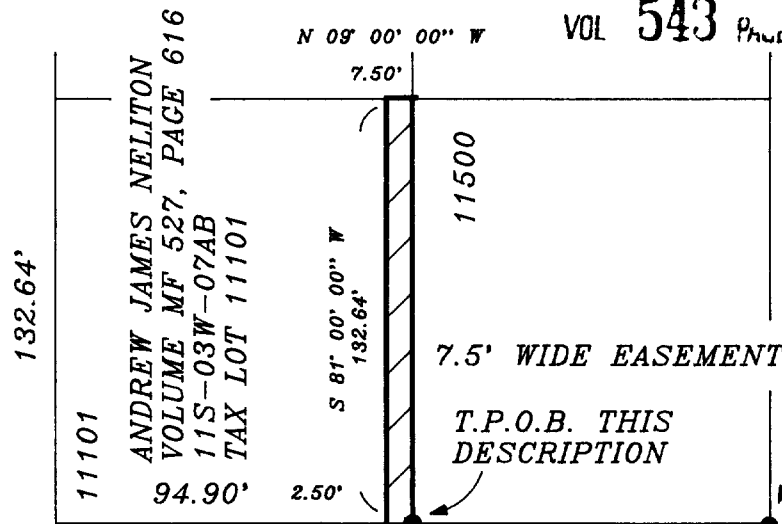
Steve Bryant

City Manager

[Signature]
City Recorder



PACIFIC BOULEVARD
(HWY 99E & 20)



9TH AVENUE

BLOCK 31 HACKLEMAN'S
SECOND ADDITION



SCALE 1" = 60'

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

7.5-FOOT AND 10-FOOT WIDE
EASEMENT FOR UTILITIES FROM
ANDREW JAMES NELITON TO THE
CITY OF ALBANY IN SECTION 7,
T. 11 S., R. 3 W., W.M.

30

SEP 25 12 32 PM '90

STATE OF OREGON
County of Linn

STEVE DRUCKENMILLER
Linn County Clerk

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

By *[Signature]*, Deputy
City of Albany

Volume: MF 543 Page: 207

Resolution No. 2978

Recorded Document Recorder File No. 1194