

RESOLUTION NO. 4472

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

**Richard C. Mahr and Patricia J. Mahr**

Purpose

A permanent public utility easement described in attached EXHIBIT A and as shown in attached EXHIBIT B.

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

DATED THIS 8TH DAY OF AUGUST, 2001.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

M303381-01

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 24th day of July, 2001, by and between **Richard C. Mahr and Patricia J. Mahr**, 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 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 public utility easement, 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.

**GRANTORS:**

Richard C. Mahr  
Richard C. Mahr

Patricia J. Mahr  
Patricia J. Mahr

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

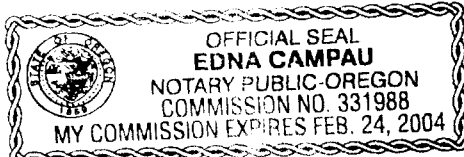
STATE OF OREGON )  
County of Linn ) ss.  
City of Albany )

The foregoing instrument was acknowledged before me this 24th day of July, 2001, by **Richard C. Mahr** as his voluntary act and deed.

The foregoing instrument was acknowledged before me this 24th day of July, 2001, by **Patricia J. Mahr** as her voluntary act and deed.

Edna Campau  
Notary Public for Oregon  
My Commission Expires: Feb. 24, 2004

Edna Campau  
Notary Public for Oregon  
My Commission Expires: Feb. 24, 2004



**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 4472, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 8 day of August 2001.

Steve Bryant  
City Manager

ATTEST:

Ken Thompson  
City Recorder

## **Exhibit A**

A variable width Public Utility Easement, more particularly described as follows:

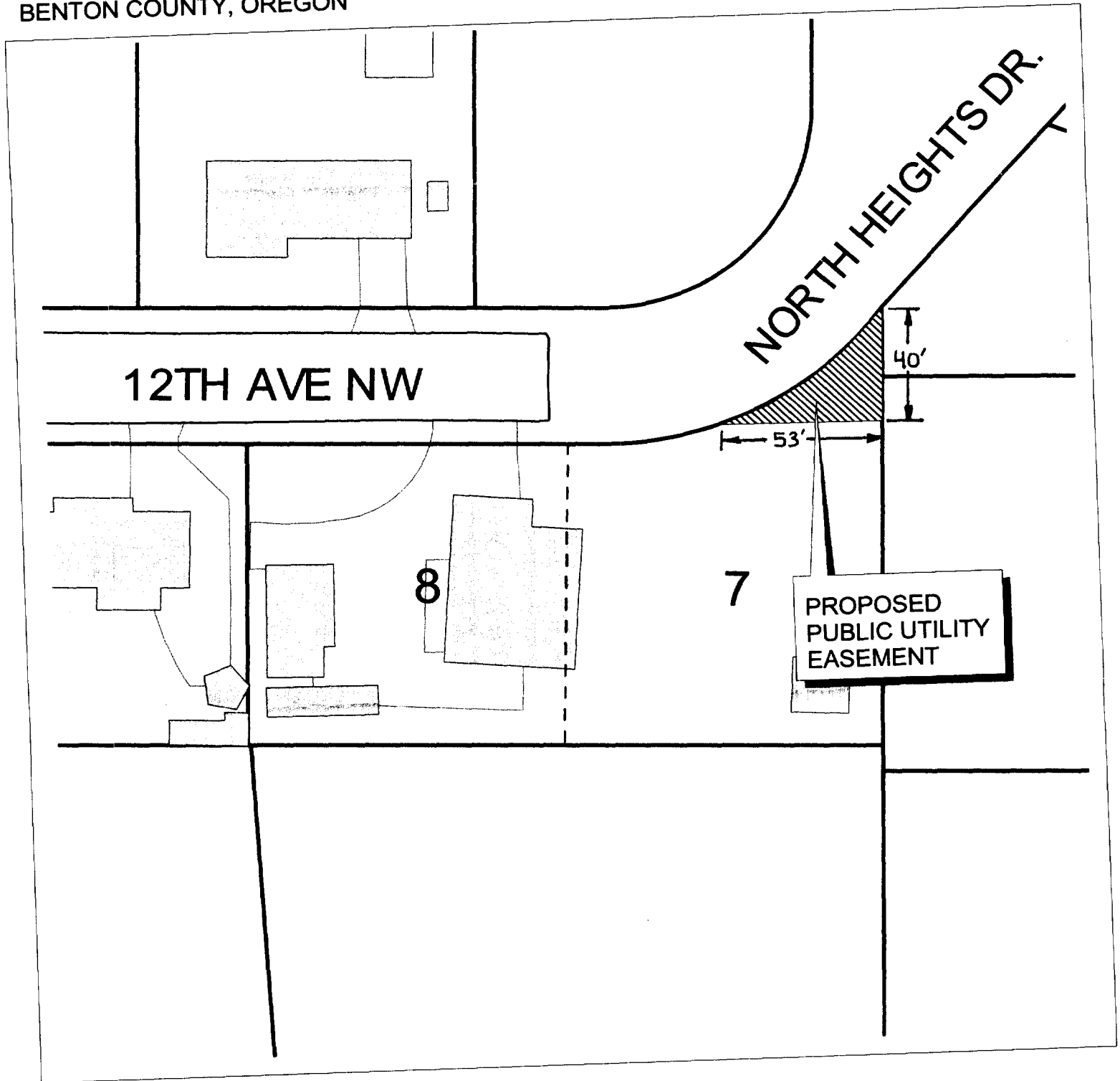
Beginning at the Northeast corner of Lot 7 of Sunset Terrace, a subdivision recorded in the Benton County, Oregon, Book of Plats Volume 6, Page 1, on March 16, 1960; thence South  $00^{\circ} 09' 23''$  East 40.00 feet along the east line of said Lot 7 to a point; thence parallel with the South line of Lot 7 North  $89^{\circ} 55' 30''$  West 53 feet, more or less, to the South right-of-way line of 12th Avenue NW (Sunset Place); thence Northeasterly along the North property line of Lot 7 and South right-of-way line of 12th Avenue NW to the point of beginning.

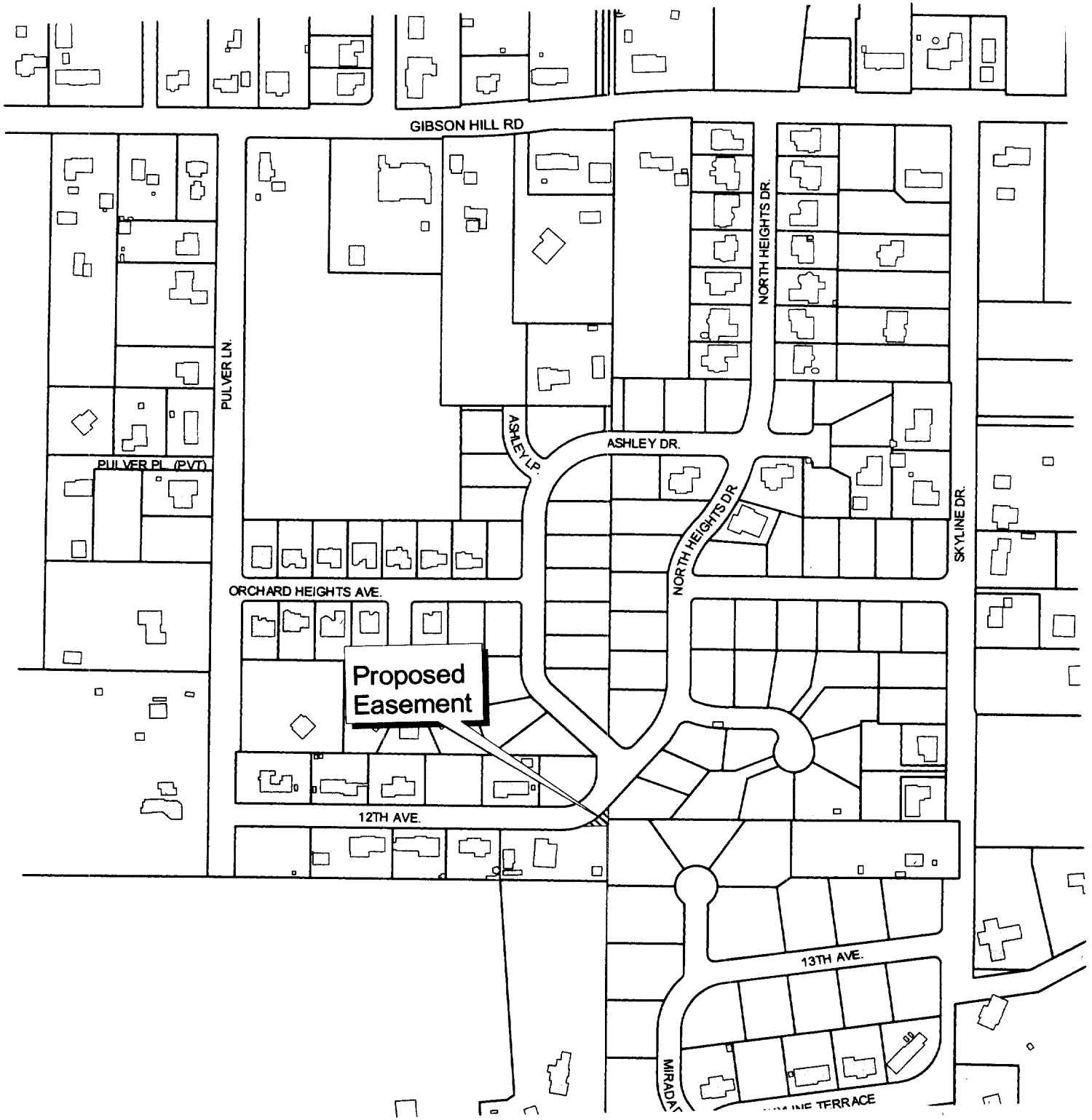


# EXHIBIT B

SUNSET TERRACE  
SECT. 07 T.10S., R.4W. WILLAMETTE MERIDIAN  
BENTON COUNTY, OREGON

MAHR Property  
Public Utility Easement





# VICINITY MAP



MAHR PUBLIC UTILITY EASEMENT

100 0 100 Feet

Chris Cerklewski

Engineering

angies J:\AV\_PROJ\SITE\_MAP.APR

Jul 23, 2001

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 thus its accuracy is not warranted. Prior to making any property purchase 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.



STATE OF OREGON } **300683**  
County of Benton } SS.

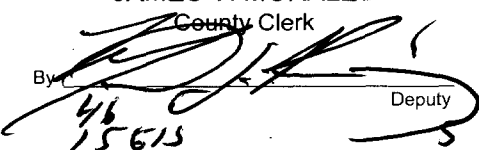
I hereby certify that the within instrument  
was received for record

PM 2:26 '01AUG13

AND  
ASSIGNED **M303381** 20<sup>01</sup>

In the microfilm records of said county

Witness My Hand and Seal of County Affixed  
**JAMES V. MORALES**  
County Clerk

By  Deputy

46  
15615

Resolution No. 4472

Recorded Document Recorder File No. 3821