

RESOLUTION NO. 2146

NOW, THEREFOR, BE IT RESOLVED by the Mayor and Members of the City Council of Albany, Oregon, that the following easements be accepted:

<u>Grantor</u>	<u>Purpose</u>
Merle Taylor, William H. Johnson, Jerald E. Fox	Storm Drain
Merle Taylor, William H. Johnson, Jerald E. Fox	Sanitary Sewer
Dick L. and Garnet Seavey	Sanitary Sewer, Lot 1, Block 19 Hazelwood Addition
Dale and Melba Rae McKinney	Sanitary Sewer, Lot 1, Block 19 Hazelwood Addition
Bertha K. Boyd	Sanitary Sewer, Lot 1, Block 19 Hazelwood Addition

DATED this 9th day of January, 1980.

Richard S. Olsen  
Mayor

ATTEST:

[Signature]  
City Recorder

The City covenants that should it become necessary subsequent to the original construction of the said storm drain to enter into and upon the the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

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.

IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

William H. Johnson  
WILLIAM H. JOHNSON  
Merle F. Taylor  
MERLE F. TAYLOR

STATE OF OREGON )  
County of ) ss  
City of )

Jerald E. Fox  
JERALD E. FOX

On this 12th day of March, 1980  
personally appeared the above named  
William H. Johnson, Merle F. Taylor, Jerald E. Fox

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 12th day of March, 1980.

Jody S. McInnell  
Notary Public for Oregon

My Commission Expires: 4-22-83

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2146, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: August, 1980.

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

Regan R. Powers  
Recorder

*Dep.*

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF

SANITARY SEWER

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of  
March, 19 79, by and between  
DICK L. AND GARNET SEAVEY

herein called grantors, and the CITY OF ALBANY, a Municipal  
corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \$ 0.00  
DOLLARS

( ) cash in hand paid, the receipt of which  
is hereby acknowledged, the grantors have this day bargained and  
sold and by these presents do bargain, sell, convey and transfer  
unto the City of Albany, a permanent easement and right-of-way,  
including the perpetual right to enter upon the real property  
hereinafter described at any time that it may see fit, and to construct,  
maintain and repair sanitary sewer lines for the purpose of conveying  
sewer 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 sewer and the further right to remove  
trees, bushes, undergrowth and other obstructions interfering with  
the location, construction and maintenance of the said sewer.

The easement and right-of-way hereby granted covers a strip of  
land 0 feet in width for the purpose of construction and  
6 feet in width for the purpose of maintenance over the  
following described property:

Beginning at point which bears west 225 feet; and south 106  
feet from the northeast corner of Lot 1, Block 19 Hazelwood  
Addition to the City of Albany T11S; R4W, Section 12 CB;  
thence

West, 25 feet, thence  
North, 6 feet; thence  
East, 25 feet; thence  
South, 6 feet to the place of beginning.

TO HAVE AND TO HOLD the said easement and right-of-way unto the  
City of Albany and unto its successors and assigns forever.

The City covenants that should it become necessary subsequent to the original construction of the said sewer, to enter in and upon the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

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.

IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

Richard L. Seavy  
Garret L. Seavy

STATE OF OREGON )  
County of ) ss  
City of )

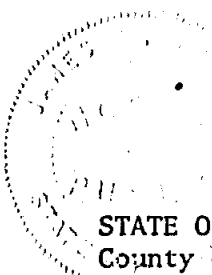
On this 3<sup>rd</sup> day of April, 1979  
personally appeared the above named Dick L. Seavy

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 3<sup>rd</sup> day of April, 1979.

James B. [Signature]  
Notary Public for Oregon

My Commission Expires: November 23<sup>rd</sup> 1982



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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2146, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: January 15, 1980.

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

[Signature]  
Recorder

12-14  
2-28-79  
ape

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF

SANITARY SEWER

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of FEBRUARY, 1979, by and between Dale and Melba Rae McKinney

herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \$ 0.00 DOLLARS

( ) cash in hand paid, the receipt of which is hereby acknowledged, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at any time that it may see fit, and to construct, maintain and repair sanitary sewer lines for the purpose of conveying sewer 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 sewer and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the said sewer.

The easement and right-of-way hereby granted covers a strip of land 0 feet in width for the purpose of construction and 6 feet in width for the purpose of maintenance over the following described property:

Beginning at a point which bears west, 225 feet; and south 106 feet from the northeast corner of Lot 1, Block 19, Hazelwood Addition to the City of Albany T11S; R4W; Section 12 CB;  
Thence  
East, 25 feet; thence  
North, 6 feet; thence  
West, 25 feet; thence  
South; 6 feet to the place of beginning.

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors and assigns forever.

The City covenants that should it become necessary subsequent to the original construction of the said sewer, to enter in and upon the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

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.

IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

Dale McKinney  
Melba Rae McKinney

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

On this 26th day of February, 1979  
personally appeared the above named Melba Rae McKinney and  
Dale McKinney

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 26th day of February, 1979.

Maerici Merritt  
Notary Public for Oregon

My Commission Expires: 10/11/79

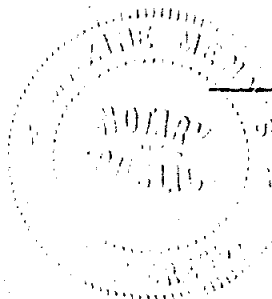
STATE OF OREGON )  
County of Linn ) ss  
City of Albany )

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2146, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: January 15, 1980.

CITY OF ALBANY, OREGON  
Richard S. Olsen  
Mayor

[Signature]  
Recorder



Rec'd  
2-26-79  
JL

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF

SANITARY SEWER

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of  
FEBRUARY, 19 79, by and between \_\_\_\_\_  
Bertha K. Boyd

herein called grantors, and the CITY OF ALBANY, a Municipal  
corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \$ 0.00  
DOLLARS

( ) cash in hand paid, the receipt of which  
is hereby acknowledged, the grantors have this day bargained and  
sold and by these presents do bargain, sell, convey and transfer  
unto the City of Albany, a permanent easement and right-of-way,  
including the perpetual right to enter upon the real property  
hereinafter described at any time that it may see fit, and to construct,  
maintain and repair sanitary sewer lines for the purpose of conveying  
sewer 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 sewer and the further right to remove  
trees, bushes, undergrowth and other obstructions interfering with  
the location, construction and maintenance of the said sewer.

The easement and right-of-way hereby granted covers a strip of  
land 0 feet in width for the purpose of construction and  
6 feet in width for the purpose of maintenance over the  
following described property:

Beginning a point which bears west 225 feet; and south 106 feet  
from the northeast corner of Lot 1, Block 19, Hazelwood Addition  
to the City of Albany T11S; R4W; Section 12 CB;  
thence  
South, 6 feet; thence  
East, 25 feet; thence  
North, 6 feet; thence  
West, 25 feet to the point of beginning

TO HAVE AND TO HOLD the said easement and right-of-way unto the  
City of Albany and unto its successors and assigns forever.

The City covenants that should it become necessary subsequent to the original construction of the said sewer, to enter in and upon the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

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.

IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

Bert K. Boyd  
\_\_\_\_\_

STATE OF OREGON     )  
County of            ) ss  
City of                )

On this 23<sup>rd</sup> day of February, 1979  
personally appeared the above named BERTHA K. BOYD

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 23<sup>rd</sup> day of FEBRUARY, 1979.

Melvin P. Pardo  
Notary Public for Oregon

My Commission Expires: AUGUST 25, 1979

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2146, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: January 15, 1980.

CITY OF ALBANY, OREGON  
Richard S. Olsen  
Mayor

[Signature]  
Recorder



*Rec'd  
A-7-80  
ape*

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF  
STORM DRAIN

THIS AGREEMENT, made and entered into this 12th day of  
~~February~~ March, 19 80, by and between  
Merle Taylor, William H. Johnson, Jerald E. Fox

herein called grantors, and the CITY OF ALBANY, a Municipal  
corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \$0.00  
-----DOLLARS

( \$0.00 ) cash in hand paid, the receipt of which  
is hereby acknowledged, the grantors have this day bargained and  
sold and by these presents do bargain, sell, convey and transfer  
unto the City of Albany, a permanent easement and right-of-way,  
including the perpetual right to enter upon the real property  
hereinafter described at any time that it may see fit, and to construct,  
maintain and repair storm drain lines for the purpose of conveying  
sewer 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 sewer and the further right to remove  
trees, bushes, undergrowth and other obstructions interfering with  
the location, construction and maintenance of the said storm drain.

This easement is to correct the easement recorded in Volume 254, Page 565, Linn County Records.

The easement and right-of-way hereby granted covers a strip of  
land 50 feet in width for the purpose of construction and  
15 feet in width for the purpose of maintenance over the  
following described property: The south and west lines of the easement being  
described as follows:

Beginning at a point which is N88°35'E 10.0 feet and  
N01° 25'W 320.00 feet from the northwest corner of  
Lot 2 Block 13 Freeway Addition.

Thence N 88°35'E 61.38 feet

Thence along a 32.74 degree curve to the left, the long  
chord which bears N 74°26'48"E 85.48 feet., 86.36 feet.

Thence N60°18'35" E 92.10

Thence along a 14.88 degree curve to the right, the long chord  
which bears N72°59'20" 169.01 feet, 170.40 feet,

Thence N85°40'05"E, 110.97 feet

Thence N01° 25'W 44.30 feet;

Thence N89°09'E 345 feet to the water line of Swan Lake.

TO HAVE AND TO HOLD the said easement and right-of-way unto the  
City of Albany and unto its successors and assigns forever.

The City covenants that should it become necessary subsequent to the original construction of the said sewer to enter into and upon the property for the purpose of maintenance, that the property will be restored to that condition that it was prior to the undertaking of the maintenance.

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.

IN WITNESS WHEREOF, the grantors have hereunto fixed their hands and seals the day and year first hereinabove written.

Merle Taylor  
Merle Taylor  
William H. Johnson  
William H. Johnson  
Jerald E. Fox  
Jerald E. Fox

STATE OF OREGON )  
County of ) ss  
City of )

On this 10th day of July, 1979 personally appeared the above named Merle Taylor and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 10 day of July, 1979

Mary E. Sautter  
Notary Public for Oregon

My Commission Expires:

On this 10th day of January 1980 personally appeared the above named William H. Johnson and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 10th day of January, 1980

Jody M. McConnell  
Notary Public for Oregon

My Commission Expires: 4-22-83

On this 5th day of July, 1979 personally appeared the above named Jerald E. Fox and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 5th day of July, 1979.

Jody M. McConnell  
Notary Public for Oregon

My Commission Expires: 4/22/83

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER  
Page 3

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2146, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: January 15, 1980.

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

[Signature]  
Recorder

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF STORM DRAIN  
Page 3

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2146, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: January 15, 1980.

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

[Signature]  
Recorder

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF

SANITARY SEWER

THIS AGREEMENT, made and entered into this 5th day of  
July, 19 79, by and between

Merle Taylor, William H. Johnson, Jerald E. Fox

herein called grantors, and the CITY OF ALBANY, a Municipal  
corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of One and no/100  
----- DOLLARS

( \$1.00 ) cash in hand paid, the receipt of which  
is hereby acknowledged, the grantors have this day bargained and  
sold and by these presents do bargain, sell, convey and transfer  
unto the City of Albany, a permanent easement and right-of-way,  
including the perpetual right to enter upon the real property  
hereinafter described at any time that it may see fit, and to construct,  
maintain and repair sanitary sewer lines for the purpose of conveying  
sewer 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 sewer and the further right to remove  
trees, bushes, undergrowth and other obstructions interfering with  
the location, construction and maintenance of the said sewer.

The easement and right-of-way hereby granted covers a strip of  
land 14 feet in width for the purpose of construction and  
14 feet in width for the purpose of maintenance over the  
following described property:

A 14' maintenance easement

- The Centerline be described as follows:  
Beginning at a point which is N 88°13'E 14.33 feet and N 01°25'W  
422.54 feet from the Northeast corner of Lot 9, Block 13, Freeway  
Addition. Said point being the centerline of a sanitary sewer  
manhole.

Thence S 89° 09'W along the centerline of an existing sewer 635  
feet.

TO HAVE AND TO HOLD the said easement and right-of-way unto the  
City of Albany and unto its successors and assigns forever.