

RESOLUTION NO. 3021

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

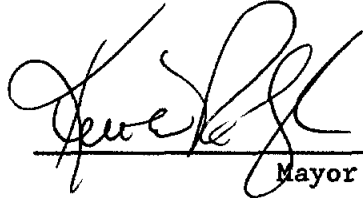
Grantor

Thomas E. Lundberg
Meredith J. Lundberg

Purpose

Variable width permanent utility easement for the purposes of a waterline located in Calapooia Street (Private) south of Queen Avenue in the City of Albany, Linn County, Oregon.

DATED this 9th day of January, 1991.



Mayor

ATTEST:



City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 21ST day of DECEMBER, 1990, by and between Thomas E. Lundberg and Meredith J. Lundberg, husband and wife, 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 variable width permanent utility easement across that property conveyed to Thomas E. Lundberg and Meredith J. Lundberg, husband and wife, in Volume MF 543, Page 617, referred to as Parcels A and B, Linn County Microfilm Deed Records, more particularly described as follows and as shown on the attached map labeled EXHIBIT A:

Beginning at the northeast corner of the Isaac Hutchins Donation Land Claim Number 70 in the SW 1/4 of Section 7, Township 11 South, Range 3 West, Willamette Meridian; thence South 01° 30' 00" East 30.00 feet to the south right-of-way line of Queen Avenue; thence on the south right-of-way line of Queen Avenue, South 87° 15' 00" West 975.00 feet, more or less, to a 5/8" iron rod at the intersection of said south right-of-way line and the west right-of-way line of the Southern Pacific Railroad; thence continuing on said south right-of-way line, South 87° 15' 00" West 163.62 feet, to a P-K Nail which is at the most northerly northeast corner of Parcel B as described in said Volume MF 543, Page 617, Linn County Microfilm Deed Records, said point being the TRUE POINT OF BEGINNING; thence South 08° 25' 36" East 461.17 feet, on the east line of said Parcel B to a point on the west right-of-way line of the Southern Pacific Railroad; thence on said Southern Pacific Railroad right-of-way, on the arc of a 5,776.85 foot radius curve to the left (the long chord of which bears South 09° 23' 28" West 445.73 feet) 445.84 feet, to the southeast corner of said Parcel A as described in said Volume MF 543, Page 617, Linn County Microfilm Deed Records; thence on the south line of said Parcel A, South 87° 15' 00" West 20.30 feet; thence on the arc of a 5,796.85 foot radius curve to the right (the long chord of which bears North 09° 23' 49" East 455.47 feet) 455.59 feet; thence on the west line of said Parcel B, North 08° 43' 00" West 451.84 feet, to the south right-of-way line of Queen Avenue; thence on the southern right-of-way line of Queen Avenue, North 87° 15' 00" East 19.56 feet to the True Point of Beginning.

Containing 0.3988 acres of land, 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.

Thomas E. Lundberg
 Thomas E. Lundberg
Meredith J. Lundberg
 Meredith J. Lundberg

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 20th day of December, 1990, by grantor(s) as his/her/their voluntary act and deed.

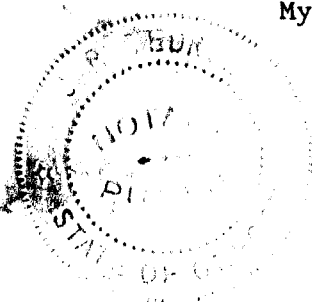
J. N. Jedrow
 Notary Public for Oregon
 My Commission Expires: 6-10-91

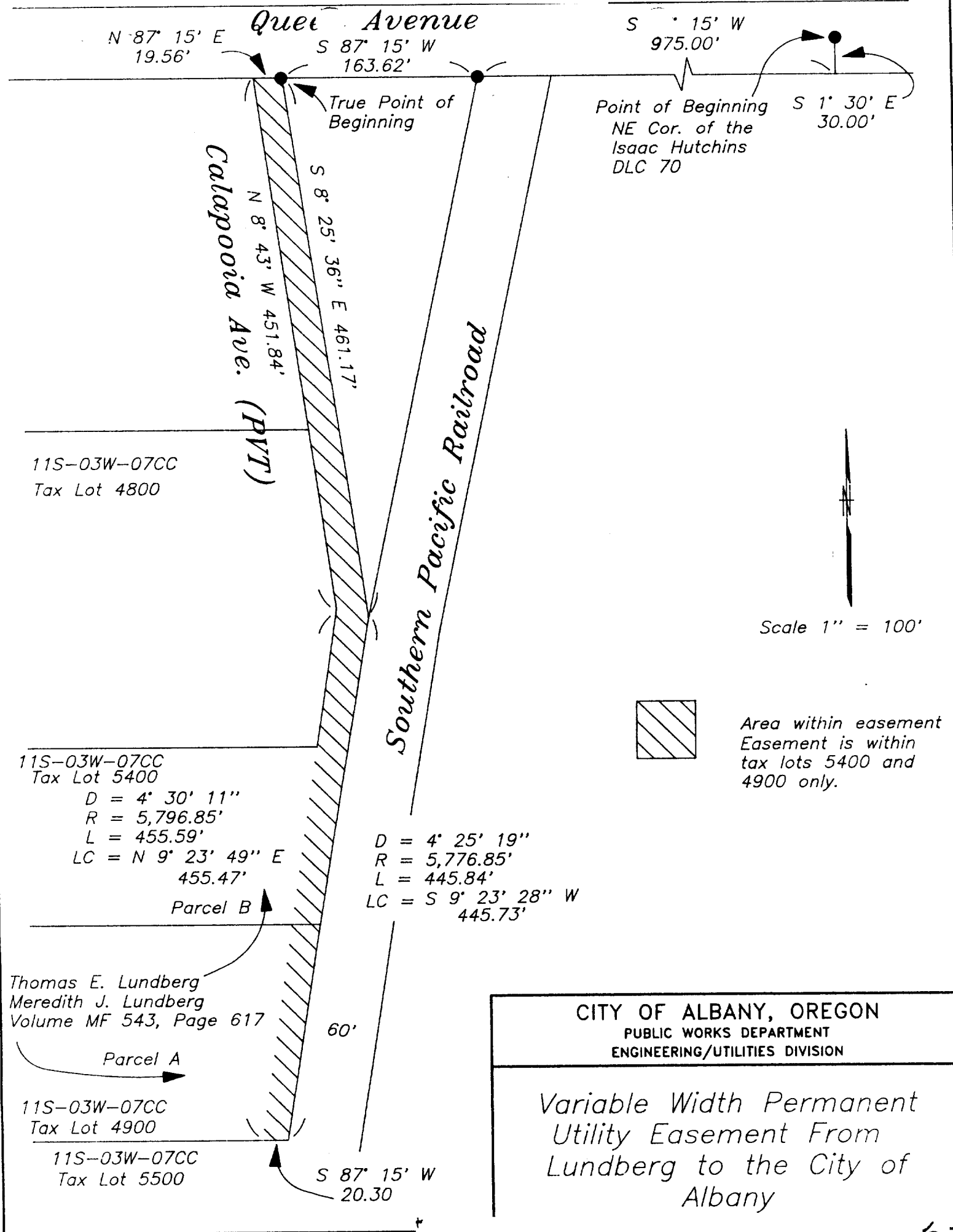
I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 3021, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 9th day of January, 1991.

CITY OF ALBANY, OREGON

Steve Bryant
 City Manager

[Signature]
 City Recorder





ENTERED JAN 28 1991

At 8:30 O'clock a.m.
STEVE DRUCKENMILLER
Linn County Clerk

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 553 Page: 897

By Dy, Deputy
City of Albany
Box 490
Albany

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Resolution No. 3021

Recorded Document Recorder File No. 2032