

RESOLUTION NO. 3459

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

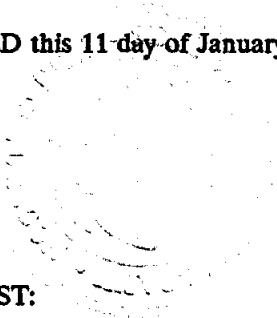
Grantor

Periwinkle Apartments Limited Partnership

Purpose

Two permanent public utility easements (one for waterlines and the second for sanitary sewers) across that property located at 1865-1897 SE 21st Avenue

DATED this 11-day of January, 1995.



Charles M. Loran

Mayor

ATTEST:

Norm C. Withrow

Deputy City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 5th day of December, 1994, by and between Periwinkle Apartments Limited Partnership, 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:

Two twenty-foot wide permanent public utility easements (centered over public sanitary sewer lines) across portions of that property conveyed to Periwinkle Apartments Limited Partnership by deed recorded in Volume 687, Page 673, Linn County Microfilm Deed Records, the centerlines of these easements being more particularly described as follows and as shown on the attached map labeled Exhibit A:

TRACT I: Beginning at a point on the northerly right-of-way line of 21st Avenue which bears 124.59 feet South 89° 57' 00" East from the southwest corner of Parcel 2, Partition Plat No. 1993-66, a Minor Land Partition of record located in the southeast 1/4 of the southwest 1/4 of Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon; and running thence North 2° 03' 22" West 279.70 feet to the point of terminus.

Containing 0.128 acre of land, more or less.

TRACT II: Beginning at a point on the westerly boundary line of Parcel 2, Partition Plat No. 1993-66, a Minor Land Partition of record located in the southeast 1/4 of the southwest 1/4 of Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon, which bears 327.85 feet North 1° 27' 30" West and 67.47 feet North 6° 18' 11" West from the southwest corner of said Parcel 2; and running thence North 73° 33' 31" East 102.25 feet; thence North 9° 22' 27" East 86.06 feet; thence North 88° 54' 15" East 174.89 feet to the point of terminus.

Containing 0.167 acre 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.

GRANTOR:

Periwinkle Apartments Limited Partnership

By: William E. Colson
William E. Colson, General Partner

By: Reginald E. Hansen
Reginald E. Hansen, General Partner

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 3459 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 11th day of January, 1995.

Steve Bryant
City Manager

ATTEST:

Norm C. Withrow
City Recorder (Deputy)

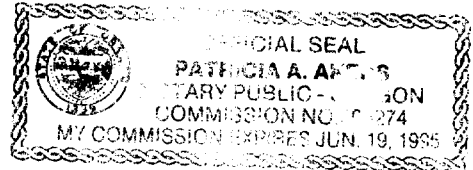


STATE OF OREGON)
County of ~~Linn~~ MAKON) ss.
City of ~~Albany~~ Salem)

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by William E. Colson and Reginald E. Hansen, general partners of Periwinkle Apartments Limited Partnership, an Oregon limited partnership, on behalf of the partnership.

Patricia A. Albus
Notary Public for Oregon

My Commission Expires: 6-19-95



PERIWINKLE CREEK

PARCEL 1, PARTITION PLAT No. 1993-66

PARCEL 2, PARTITION PLAT No. 1993-66

POINT OF BEGINNING (TRACT II)

20' WIDE PUBLIC UTILITY EASEMENT

PERIWINKLE APARTMENTS LIMITED PARTNERSHIP MF687-673 (11-3W-8CD, #212)

20' WIDE PUBLIC UTILITY EASEMENT

POINT OF BEGINNING (TRACT I)

SCALE: 1" = 100'

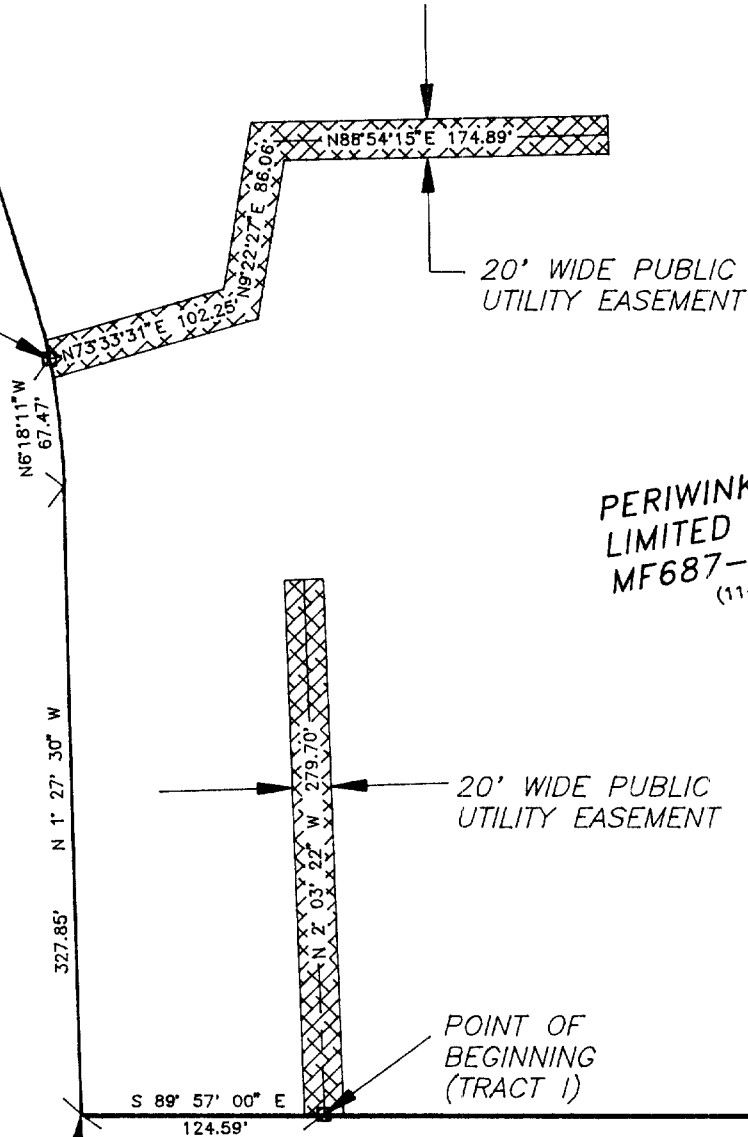
21st AVENUE

(← TO GEARY STREET)

SOUTHWEST CORNER, PARCEL 2, PARTITION PLAT No. 1993-66

CITY OF ALBANY, OREGON PUBLIC WORKS DEPARTMENT ENGINEERING/UTILITIES DIVISION/DECEMBER 1994

EXHIBIT A: 20-FOOT WIDE PUBLIC UTILITY EASEMENTS FROM PERIWINKLE APARTMENTS LTD. PTNP. TO THE CITY OF ALBANY (CENTERED OVER SANITARY SEWERS)



STATE OF OREGON
County of Linn

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

STEVE DRUCKENMILLER
Linn County Clerk

By PA, Deputy

M
R 15
S 70
A
O
MF 732
PAGE 568

8:30 O'clock a.m.

JAN 17 1995

25

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 12th day of DECEMBER 1994, by and between Periwinkle Apartments Limited Partnership, 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 fifteen-foot wide permanent public utility easements (centered over public waterlines) across a portion of that property conveyed to Periwinkle Apartments Limited Partnership by deed recorded in Volume 687, Page 673, Linn County Microfilm Deed Records, the centerline of this easement being more particularly described as follows and as shown on the attached map labeled Exhibit A:

Beginning at a point on the south line of Parcel 2, Partition Plat No. 1993-66, a Minor Land Partition of record located in the southeast 1/4 of the southwest 1/4 of Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon, which bears 101.61 feet South 89° 57' 00" East from the southwest corner of Parcel 2, said Partition Plat; and running thence North 1° 25' 36" West 9.68 feet; thence North 21° 03' 59" East 24.00 feet; thence North 2° 01' 19" West 382.00 feet; thence North 4° 34' 30" East 85.58 feet; thence North 88° 56' 58" East 172.00 feet; thence North 1° 01' 43" West 146.50 feet to the point of terminus.

ALSO: Beginning at a point which bears 101.61 feet South 89° 57' 00" East, 9.68 feet North 1° 25' 36" West, and 19.47 feet North 21° 03' 59" East from the southwest corner of Parcel 2, said Partition Plat No. 1993-66; and running thence South 87° 58' 41" West 20.00 feet to the point of terminus.

ALSO: Beginning at a point which bears 101.61 feet South 89° 57' 00" East, 9.68 feet North 1° 25' 36" West, 24.00 feet North 21° 03' 59" East, and 44.16 feet North 2° 01' 19" West from the southwest corner of Parcel 2, said Partition Plat No. 1993-66; and running thence North 87° 58' 41" East 35.00 feet to the point of terminus.

ALSO: Beginning at a point which bears 101.61 feet South 89° 57' 00" East, 9.68 feet North 1° 25' 36" West, 24.00 feet North 21° 03' 59" East, 382.00 feet North 2° 01' 19" West, 85.58 feet North 4° 34' 30" East, and 5.68 feet North 88° 56' 58" East from the southwest corner of Parcel 2, said Partition Plat 1993-66; and running thence South 3° 40' 16" East 26.00 feet to the point of terminus.

Containing 0.298 acre 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.

GRANTOR:

Periwinkle Apartments Limited Partnership

By: William E. Colson
General Partner

By: Reginald E. Hansen
General Partner

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 3459 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 11th day of January, 1995.

Steve Bryant
City Manager

ATTEST:

Norm C. Withrow
City Recorder (Deput)

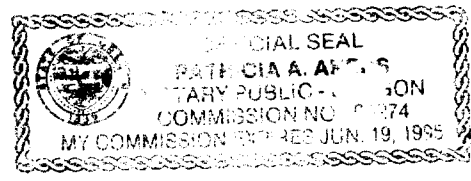


STATE OF OREGON)
County of ~~Linn~~ MAHON) ss.
City of ~~Albany~~ SALEM)

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by William E. Colson and Reginald E. Hansen, general partners of Periwinkle Apartments Limited Partnership, an Oregon limited partnership, on behalf of the partnership.

Patricia A. Adams
Notary Public for Oregon

My Commission Expires: 6-19-95

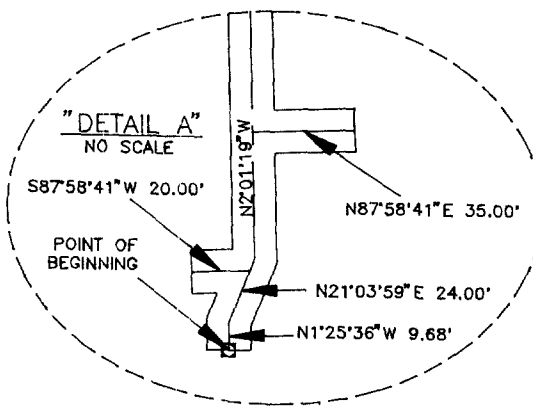
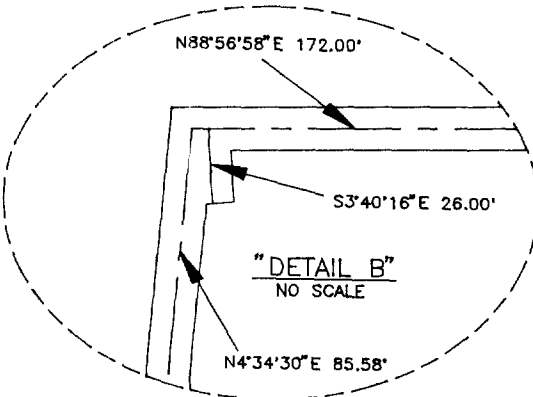
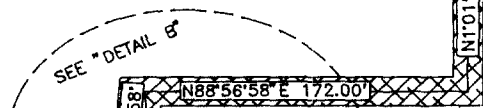


PERIWINKLE CREEK

PARCEL 2
PARTITION PLAT No. 1993-66

15' WIDE PUBLIC
UTILITY EASEMENT

PERIWINKLE APARTMENTS
LIMITED PARTNERSHIP
MF687-673
(11-3W-8CD, #212)



SCALE:
1" = 100'

21st AVENUE

(← TO GEARY STREET)

POINT OF
BEGINNING

SOUTHWEST CORNER,
PARCEL 2, PARTITION PLAT No. 1993-66

CITY OF ALBANY, OREGON
PUBLIC WORKS DEPARTMENT
ENGINEERING/UTILITIES DIVISION/DECEMBER 1994

EXHIBIT A: 15-FOOT WIDE
PUBLIC UTILITY EASEMENT FROM
PERIWINKLE APARTMENTS LTD. PTNP.
TO THE CITY OF ALBANY
(CENTERED OVER WATER LINES)

STATE OF OREGON
County of Linn

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

STEVE DRUCKENMILLER
Linn County Clerk

By PA, Deputy

M
R 75
S 10
A
O
MF 732
PAGE 564

8:30 O'clock a.m.

JAN 17 1995

Resolution No. 3459

Recorded Document Recorder File No. 2577