




MEMORANDUM

Engineering Division

To:	Dan Grassick, PE Director of Engineering/City Engineer	Date: 11/28/11
From:	Ed Patton, PE, PLS Senior Engineer 	
Subject:	Easement – Western University of Health Sciences	

The attached easement is submitted for approval during the next available City Council meeting.

The easement is west of 2nd Street on the east side of the College building. The easement is over the public water line extended east from 2nd Street to provide water service and fire protection to the building.

Recording Cover Sheet

All Transactions (ORS 205.234)

After Recording Return To:

CITY OF LEBANON
925 MAIN ST.
LEBANON, OREGON 97355

Mail Tax Statements To:

SAMARITAN HEALTH SERVICES INC.
3600 NW SAMARTAN DR.
CORVALLIS, OREGON 97330

LINN COUNTY, OREGON

2012-01470

E-AE

Cnt=2 Stn=7 C. ACKER

02/03/2012 12:31:40 PM

\$20.00 \$5.00 \$11.00 \$15.00 \$9.00

\$70.00



00172568201200014700040042

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



1. Name / Title of Transaction (ORS 205.234 (1a))

EASEMENT FOR PUBLIC ACCESS AND UTILITIES

2. Grantor / Direct Party Name and Address (ORS 205.125 (1b), 205.160 & 205.234 (1b))

SAMARITAN HEALTH SERVICES INC.

3600 NW SAMARITAN DR.

CORVALLIS, OREGON 97330

3. Grantee / Indirect Party Name and Address (ORS 205.125 (1b), 205.160 & 205.234 (1b))

CITY OF LEBANON

925 MAIN ST.

LEBANON, OREGON 97355

4. True and Actual Consideration (ORS 93.030)

φ

5. If this instrument is being re-recorded, complete the following statement (ORS 205.244)

Re-recorded at the request of _____

to correct _____

Previously recorded in Book _____ and page _____ or DN _____

EASEMENT FOR PUBLIC ACCESS AND UTILITIES

THIS AGREEMENT, made and entered into this 28th day of OCTOBER, 2011 by and between Samaritan Health Services, Inc., herein called Grantors, and the CITY OF LEBANON, a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the Grantor does bargain, sell, convey and transfer unto the City of Lebanon, a perpetual and permanent easement and right-of-way, including the right to enter upon the real property hereinafter described, construct sidewalk, 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 is described as follows: SEE "EXHIBIT A AND B" ATTACHED
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 other property or value, the receipt of which is hereby acknowledged, and in further consideration of the public improvements to be placed upon said property and the benefits Grantor may obtain therefrom. Nothing herein shall reduce or limit grantor's obligation to pay any costs or assessments which may result from the improvements.
4. The Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, we have set our hands hereto this 28th day of October, 2011.

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

Becky Pape
BECKY PAPE, CEO
SAMARITAN LEBANON COMMUNITY HOSPITAL
GRANTOR(S)

IN WITNESS WHEREOF, we have set our hands hereto this 15th day of DECEMBER, 2011.

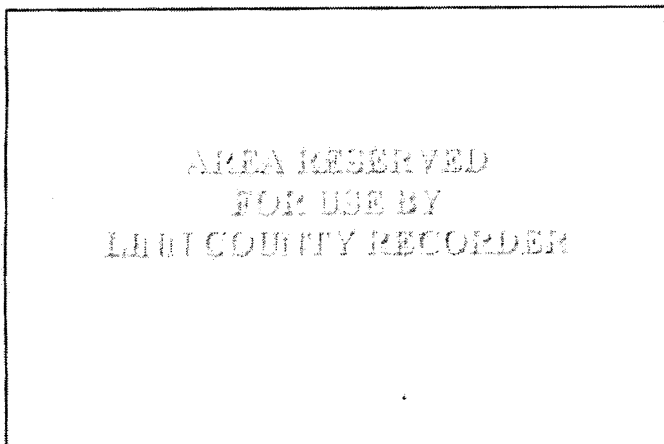
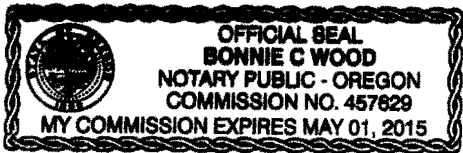
STATE OF OREGON)
County of Linn)ss.
City of Lebanon)

By: Kenneth I. Toomb
Kenneth I. Toomb, Mayor
Bob Elliott, Council President
By: Linda Kaser
Linda Kaser, City Clerk/Recorder

On the 28th day of October, 2011, personally appeared the within named Becky Pape who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: Bonnie C. Wood
NOTARY PUBLIC FOR OREGON

Commission Expires: May 1, 2015



GRANTEES

On the 15th day of December, 2011, personally appeared Kenneth I. Toomb and LINDA KASER, who each being duly sworn, did say that the former is the Mayor/Council President and the latter is the Recorder for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the 14th day of December, 2011, and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME: Deborah R. Shimmie
NOTARY PUBLIC FOR OREGON

Commission expires: 10/20/2013

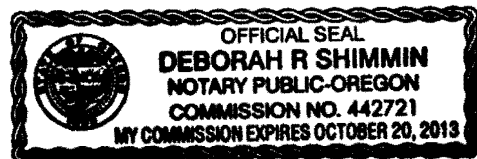
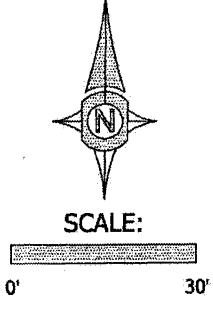
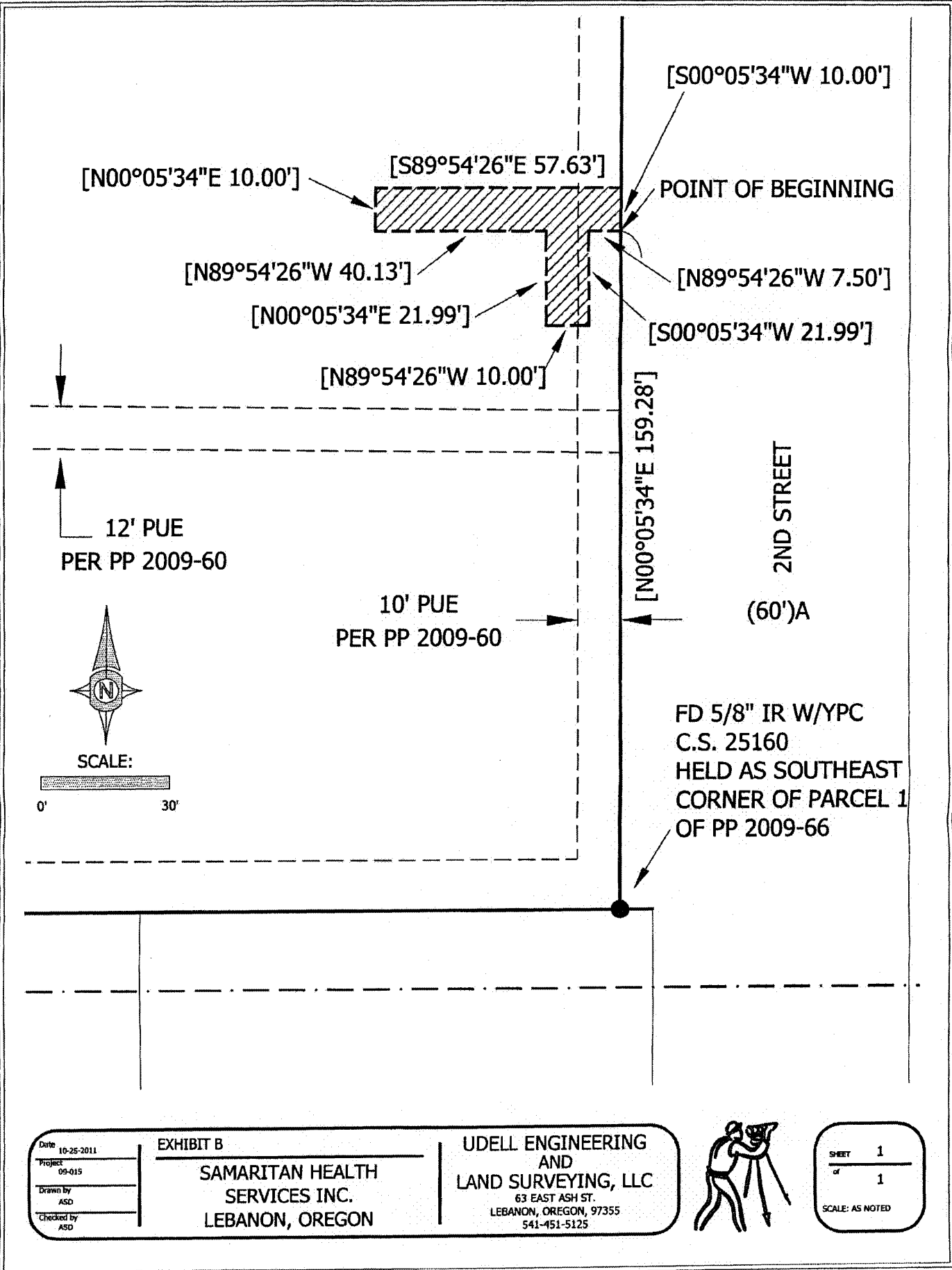


EXHIBIT A 10' PUBLIC UTILITY EASEMENT

An area of land within Parcel 1 of Linn County Partition Plat No. 2009-66 in the Southeast 1/4 of Section 3, Township 12 South, Range 2 West, Willamette Meridian, City of Lebanon, Linn County, Oregon being more particularly described as follows;

Beginning at a point bearing North 00°05'34" East 159.28 feet from the Southeast corner of Parcel 1 of Linn County Partition Plat No. 2009-66 in the Southeast 1/4 of Section 3, Township 12 South, Range 2 West, Willamette Meridian, City of Lebanon, Linn County, Oregon; thence North 89°54'26" West 7.50 feet; thence South 00°05'34" West 21.99 feet; thence North 89°54'26" West 10.00 feet; thence North 00°05'34" East 21.99 feet; thence North 89°54'26" West 40.13 feet; thence North 00°05'34" East 10.00 feet; thence South 89°54'26" East 57.63 feet to the west right-of-way of 2nd Street; thence South 00°05'34" West 10.00 feet to the point of beginning.

Based on C.S. 25160



Date 10-25-2011
 Project 09-015
 Drawn by ASD
 Checked by ASD

EXHIBIT B
 SAMARITAN HEALTH SERVICES INC.
 LEBANON, OREGON

UDELL ENGINEERING AND LAND SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OREGON, 97355
 541-451-5125




SHEET 1 of 1
 SCALE: AS NOTED



MEMORANDUM

Engineering Division

To:	Dan Grassick, PE Director of Engineering/City Engineer	Date: 11/28/11
From:	Ed Patton, PE, PLS  Senior Engineer	
Subject:	Easement – Jack in the Box	

The attached easement is submitted for approval during the next available City Council meeting.

The easement is south of Airport Road on the west side of the Jack in the Box building. The easement is over the public water line extended south from Airport Road to provide water service to a fire hydrant on site.