

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

99-11-3-9

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF AN EASEMENT ON PROPERTY ADJOINING THE LANE COUNTY ANIMAL REGULATION AUTHORITY FOR INSTALLATION OF A DRAINAGE LINE SERVICING THE ANIMAL REGULATION AUTHORITY PROPERTY

WHEREAS a need has been identified to install a drainage line on county owned property containing the Lane County Animal Regulation Authority to reduce standing water and flooding on said property (map #17-04-27-30-02310) and

WHEREAS the route best suited for said drainage line requires it to be run along the common boundary between the county's property and the property to the West owned by Mike Petrushkin (map #17-04-27-30-2312) and

WHEREAS an easement to document the county's right to install and maintain said drainage line along Mr. Petrushkin's property will be required

IT IS HEREBY ORDERED that, pursuant to Lane Manual 21.410, the Department of Management Services is authorized to secure an easement for a drainage line along Mr. Petrushkin's property substantially similar to attached Exhibit "A" and that said easement shall be duly recorded in the Deed Records of Lane County

IT IS FURTHER ORDERED, that this Order shall be entered into the records of the Board of Commissioners of the County.

DATED this 3rd day of Nov, 19 99.


Chair, Board of County Commissioners

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF AN EASEMENT ON PROPERTY ADJOINING THE LANE COUNTY ANIMAL REGULATION AUTHORITY FOR INSTALLATION OF A DRAINAGE LINE SERVICING THE ANIMAL REGULATION AUTHORITY PROPERTY

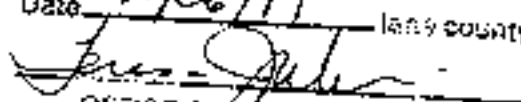
APPROVED AS TO FORM
Date 10/26/99 Lane County

OFFICE OF LEGAL COUNSEL

EXHIBIT "A"
DRAINAGE LINE EASEMENT

This agreement is made by and between Mike Petrushkin, hereinafter called Grantor, and Lane County, a political subdivision of the State of Oregon, hereinafter called Grantee.

WHEREAS, Grantor is the owner of the following described property, to wit:

Beginning at a 5/8 inch iron rod marking the Northwest corner of Lot 2, Block 2 of JENSEN INDUSTRIAL ACRES, as platted and recorded in Book 43, Page 25, Lane County Oregon Plat Records; run thence along the Southerly right of way of 1st Avenue West, South 89° 11' 24" East 274.46 feet to a 5/8 inch iron rod; thence leaving said right of way South 0° 02' West 316.00 feet to a 5/8 inch iron rod; thence North 89° 11' 24" West 274.46 to a 5/8 inch iron rod on the Easterly right of way of Bertelsen Road; thence along said Easterly right of way North 0° 02' East to the place of beginning, in Eugene, Lane County, Oregon (Map # 17-04-27-30-02312).

WHEREAS, Grantee owns property identified as Assessor's map #17-04-27-30-02310 which shares a common boundary line with Grantor's Eastern boundary line and

WHEREAS, Grantee wishes to install an underground drainage line along said common boundary line to service property of Grantee and

WHEREAS, pursuant to Order No. _____ the Lane County Board of Commissioners has authorized obtaining an easement for said drainage line

Grantor, for good and valuable consideration receipt, of which is hereby acknowledged, hereby conveys to Grantee a perpetual, non exclusive easement, over, across, along and under the Eastern five (5) feet of Grantor's property for the purpose of constructing and maintaining an underground drainage line.

Grantee, its agents, contractors and employees shall have the right to enter upon Grantor's property for the purpose of constructing and maintaining said drainage line. Said drainage line shall be constructed and maintained as to do no damage to Grantor's property and Grantee shall leave Grantor's property in as good as condition as before construction or maintenance of said drainage line. Grantee shall have the right to remove any and all vegetation and any other impediments within the easement area for construction and ongoing maintenance of the drainage line. Grantor shall not erect any permanent buildings or structures within the easement area excepting a fence along the boundary line between the property of Grantor and Grantee.

Grantee, subject to the limitations of Article XI, Section 10 of the Oregon Constitution and the limitations of the Oregon Tort Claims Act, shall indemnify and hold Grantor harmless from any and all claims resulting from or connected with Grantee's use of said easement including the construction and maintenance thereof. However, Grantee shall not be obligated to indemnify and hold Grantor harmless from any claims resulting from or connected with the negligence or malfeasance of Grantor, its agents, employees or contractors.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring interest to the property should check with the appropriate City or County Planning Department to verify approved uses, and to determine any limits on lawsuits against farming or forest practices as defined in O.R.S. 30.930.

EXHIBIT "A"

Dated this _____ day of _____, 19____.

Grantor

Grantor

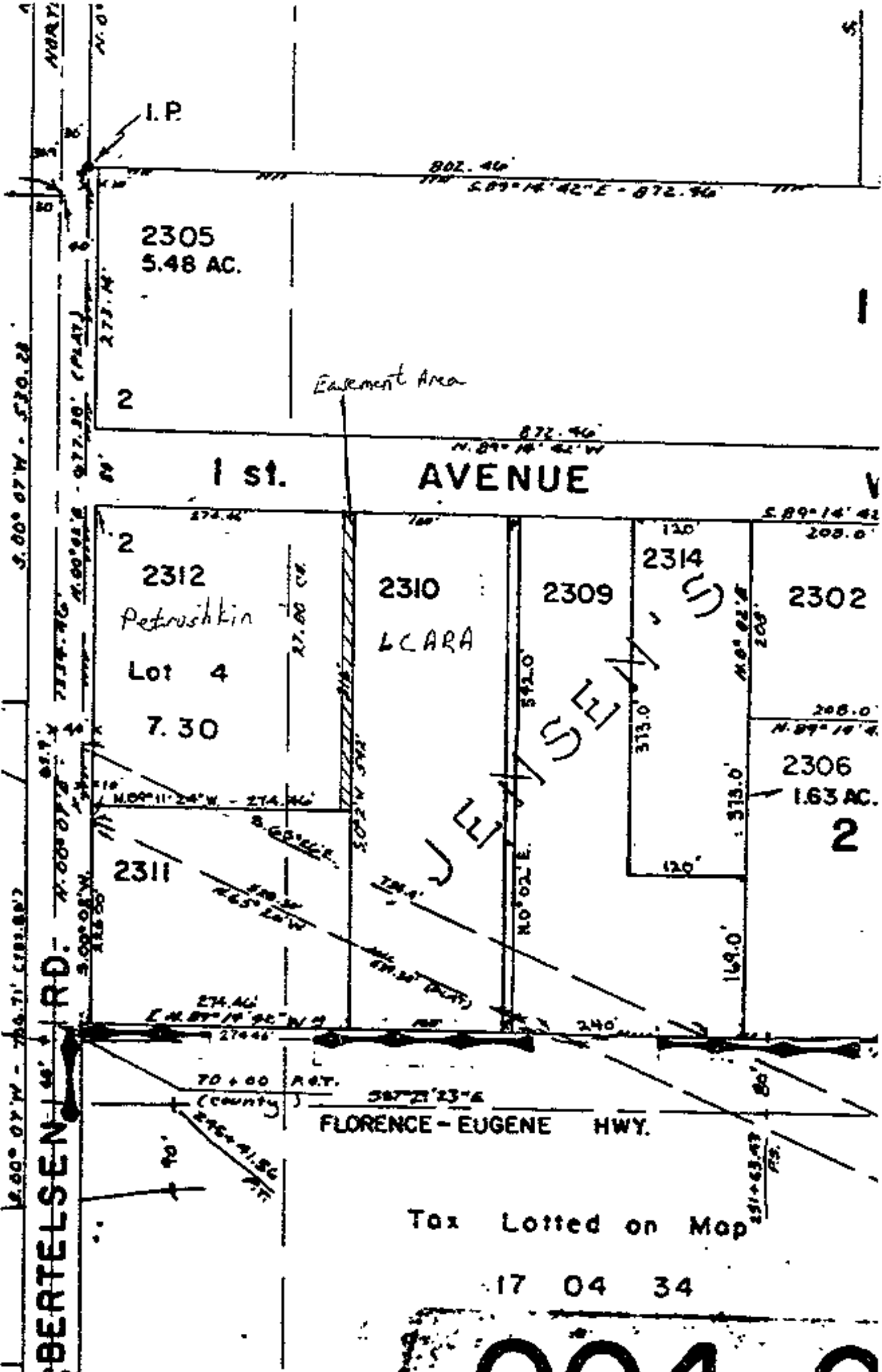
STATE OF OREGON)
) ss.
County of Lane)

On _____, 19____, personally appeared the above-named

_____ and acknowledged the foregoing instrument to be _____ voluntary act before me.

Notary Public for Oregon

My Commission Expires: _____



Tax Lotted on Map

17 04 34