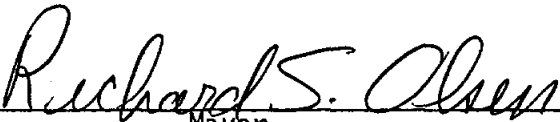


RESOLUTION NO. 2164

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

Grantor	Purpose
Richard Boudreau and Alma Boudreau	A 30' easement from the north line of Water Avenue to the South High Mean water line of the Willamette River (Buzz Saw Restaurant)
Richard Boudreau and Alma Boudreau	Construction and Maintenance of a Bicycle Path (Buzz Saw Restaurant)

DATED this 23rd day of April, 1980.



Mayor

ATTEST:



City Recorder

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF

SANITARY SEWER

THIS AGREEMENT, made and entered into this 4TH day of
APRIL, 1980, by and between
RICHARD BOUDREAU AND ALMA BOUDREAU

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 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 30 feet in width for the purpose of construction and
30 feet in width for the purpose of maintenance over the
following described property:

A strip of land 30 feet in width, being 15 feet on each side
of the following described centerline:

Beginning on the North line of Water Avenue at a point N 81° 45' E.
40.0 feet from the Southeast corner of Block 100 of Hackleman's
Addition to Albany, Linn County, Oregon; and running thence
N 29° 15' W. 105 feet, more or less, to the South Mean High
Water line of the Willamette River and there terminating.

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 S. Olsen
Alma Boudreau

STATE OF OREGON)
County of) ss
City of)

On this 4TH day of APRIL, 1980
personally appeared the above named RICHARD BONDREAU & ALMA BONDREAU

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

Subscribed and sworn to before me this 4TH day of APRIL, 1980

M. J. [Signature]
Notary Public for Oregon

My Commission Expires: AUGUST 25, 1983

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 2164, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: April 24, 1980.

CITY OF ALBANY, OREGON
Richard S. Olsen
Mayor

[Signature]
Recorder

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF
BICYCLE PATH

THIS AGREEMENT, made and entered into this 4TH day of
APRIL, 19 80, by and between
RICHARD BOUDREAU AND ALMA BOUDREAU

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
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 bicycle path for the purpose of constructing
a bicycle path 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 bicycle path and the further right
to remove trees, bushes, undergrowth and other obstructions interfering
with the location, construction and maintenance of the said bicycle
path.

The easement and right-of-way hereby granted covers

A strip of land between the mean high water line of the
Willamette River and another line:

Beginning N 8° 15' W., 45.0 feet from a 1/2" iron rod
on the South line of and S. 81° 45' W., 80.00 feet from
the Southeast corner of Block 100 of Hackleman's
Addition to Albany, Linn County, Oregon; and running
thence N. 70° E. 250.0 feet; thence N. 47° E. 26.0
feet to a point which bears N. 19° 45' W. 5.0 feet
from the Northwest corner of the Buzz Saw Restaurant;
thence N. 70° 15' E., parallel to the North face of
said restaurant, 200 feet; thence N. 81° 45' E. 13.7
feet to the East line of Block 107 of said Hackleman's Addition, and

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

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF BICYCLE PATH

Page 2

The City covenants that should it become necessary subsequent to the original construction of the said bicycle path, 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 A. Boudreau
Alma Boudreau

STATE OF OREGON)
County of) ss
City of)

On this 4th day of APRIL, 1980
personally appeared the above named RICHARD BOUDREAU & ALMA BOUDREAU

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

Subscribed and sworn to before me this 4th day of APRIL, 1980.

M. J. Caro
Notary Public for Oregon

My Commission Expires: AUGUST 25, 1980

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 2164, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: April 24, 1980.

CITY OF ALBANY, OREGON

Richard S. Olsen
Mayor

[Signature]
Recorder