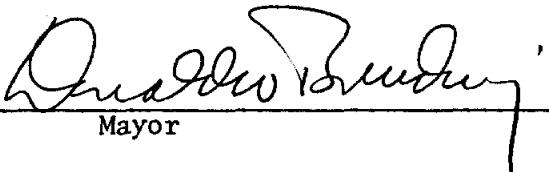


RESOLUTION NO. 2350

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept the following easements:

<u>Grantor</u>	<u>Purpose</u>
Jewell Bowman	Sanitary Sewer Easement (See attached)
Alton E. Sullivan	Sanitary Sewer Easement (See attached) Sanitary Sewer Easement (See attached)
Alton E. and Dixie G. Sullivan	Sanitary Sewer Easement (See attached)

DATED this 8th day of September, 1982.

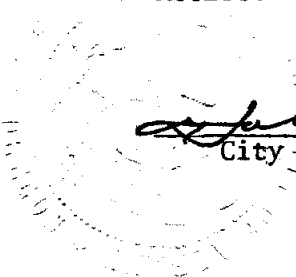


Mayor

ATTEST:



City Recorder



EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 31 day of AUGUST,
19 82, by and between Jewell Bowman

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 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.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 - a. a temporary easement which covers a strip of land 10 feet in width for the purpose of construction, and
 - b. a permanent easement which covers a strip of land 35 feet in width for the purpose of maintenance;
over the property described herein.
2. The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction purposes.

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 maintenance and repair purposes. Also granted with said temporary easement is the right to cross over adjacent land in order to reach the easement area during the construction period.
3. The land affected by this agreement is located in the County of Linn, State of Oregon; and is a portion of the tract as shown on the attached drawing, marked "Exhibit A," which is herewith made a part of this agreement.
4. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:
 - a. the sum of TWO HUNDRED THIRTY THREE dollars (\$233.00) for the temporary easement; and
 - b. the additional sum of ONE THOUSAND SIX HUNDRED THIRTY ONE dollars (\$1,631.) for the permanent easement.
5. The City hereby covenants with the Grantors that the compensation agreed upon herein shall be paid to the Grantors within a period of thirty (30) days from the date of this instrument.

- 6. 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.
- 7. The City of Albany will provide for the future extension of a railroad spur over the sewer line, by using the special construction methods and materials required for this purpose in the first 30 feet of sewer line running East from the West property line.

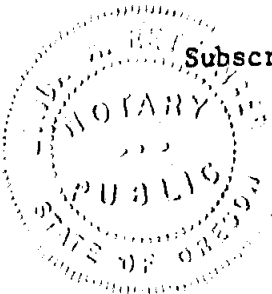
IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year below written.

Jewel Bowman

STATE OF OREGON)
County of Linn)ss
City of Albany)

On this 31st day of August, 1982 personally appeared the above named Jewel Bowman and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 31st day of August, 1982.



Linda A. Kettinger
Notary Public for Oregon

My Commission Expires: 3/30/85

STATE OF OREGON)
County of Linn)ss
City of Albany)

I, Donald Brudwig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2350, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 8, 1982.

CITY OF ALBANY, OREGON

Donald Brudwig
Mayor

[Signature]
Recorder



This print is made solely for the purpose of assisting in locating the subject property. The company assumes no liability for variations, if any, which may be ascertained by actual survey.

LEWIS COUNTY TITLE CO.

NW 1/4 NW 1/4 Sec. 4 T.11S. R.3W. W.M.

17-210

See Map 10 SW 53CD

"POINT A"

95'

170'

30'

35' PERMANENT EASEMENT
(SEWER IS CENTERED IN EASEMENT)
10' TEMPORARY EASEMENT ON EACH
SIDE OF THE PERMANENT EASEMENT

5-10

See Map 11 SW 84

D.E.R.R.
S.P.R.R.

NO. 5

HIGHWAY

INTERSTATE

2002A
S. 3A

301

300

See Map 11 SW 48C

TOTAL = 12,815. SQ. FT.

PERM. = 8,155. SQ. FT.

JULY 28, 1982

BOWMAN
"EXHIBIT A"
PAGE ONE

EASEMENT DESCRIPTION

Beginning at the Northeast corner of the Anderson Cox Donation Land Claim No. 49, in Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and thence N 12°30' E 860.64 feet; thence N 18° E 333.30 feet; thence N 3°40' E 771.54 feet; thence N 8° E 220.44 feet; thence West 1,044.78 feet to the Southern Pacific Company's railroad right-of-way, this point on the railroad right-of-way hereinafter referred to as "Point A;" thence S 14°30' W 170.00 feet along said right-of-way to the TRUE POINT OF BEGINNING, this point being on the centerline of a 35 foot wide permanent easement described as follows:

Commencing at said TRUE POINT OF BEGINNING on the railroad right-of-way and running thence S 75°30' E 30.00 feet; thence Northeasterly 203 feet, more or less, to a point on the North line of the Bowman property, this point being East 95.00 feet from the above described "Point A."

This permanent easement is paralleled by a 10 foot wide temporary construction easement on each side.

Bowman
"Exhibit A"
Page Two

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 1st day of September, 1982, by and between

Alton E. Sullivan

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 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.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
A parcel of land as described by Exhibit "A" attached and herewith made a part of this agreement.
2. The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction purposes.
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 maintenance and repair purposes.
3. The land affected by this agreement is located in the County of Linn, State of Oregon; and is a portion of the tract as shown on the attached drawing, marked "Exhibit A," which is herewith made a part of this agreement.
4. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:
 - a. the sum of Seven Hundred and Fifty and no/100 dollars (\$750.00) for the temporary easement; and
 - b. the additional sum of One Thousand Five Hundred and no/100 dollars (\$1,500.00) for the permanent easement.
5. The City hereby covenants with the Grantors that the compensation agreed upon herein shall be paid to the Grantors within a period of thirty (30) days from the date of this instrument.

- 6. 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.
- 7. The City agrees that their use of the easement area will not restrict the Grantor's access into the remaining portion of the property.

IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year below written.

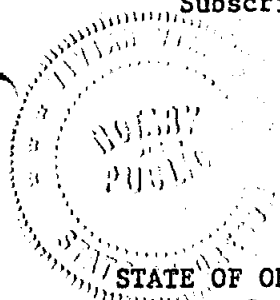
[Handwritten Signature]

STATE OF OREGON)
County of)ss
City of)

On this 1st day of Sept, 1982 personally appeared the above named Alton E. Sullivan and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 1st day of Sept, 1982.

[Handwritten Signature: Vivian Wein]
Notary Public for Oregon
My Commission Expires: 9/23/84



STATE OF OREGON)
County of Linn)ss
City of Albany)

I, Donald Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2350, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 8, 1982.

CITY OF ALBANY, OREGON

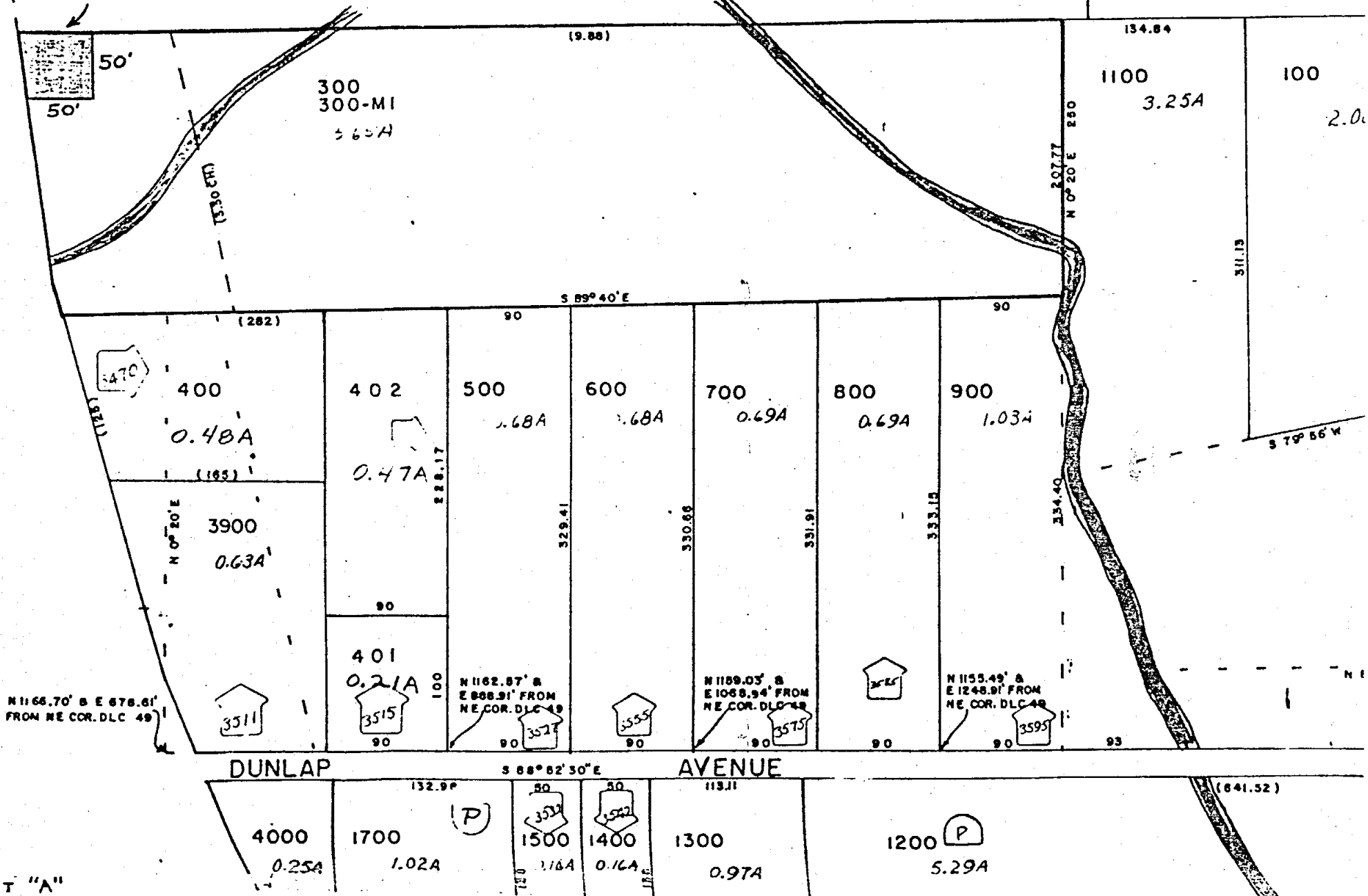
[Handwritten Signature: Donald Brudvig]
Mayor

[Handwritten Signature]
Recorder

1" = 100'

See Map 10 3W 33DC

PUMP
STATION
SITE



PUMP STATION SITE - LEGAL DESCRIPTION

A parcel of land lying in the Robert Houston Donation Land Claim No. 38, in T. 11S., R. 3W. of the Willamette Meridian, Linn County, Oregon, being a portion of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 250, Page 739 of Linn County Deed Records; a rectangular parcel of land within tax lot 11-3W-4BA - 300 as shown on the Linn County Assessor's Maps of this date.

Said parcel has as its West boundary line the State Highway access road right-of-way; as its North boundary line the North property line of the grantor, being also the North line of aforesaid tax lot; as its South boundary line a line 50.00 feet in length running parallel with said North boundary line; and as its East boundary line a line 50.00 feet in length running perpendicular to said North and South boundary lines.

The parcel described above has an area of 2,650 square feet, more or less.

EXHIBIT "A"
PAGE TWO

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 1st day of SEPTEMBER, 19 82, by and between ALTON E. SULLIVAN

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 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.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 - a. a temporary easement which covers a strip of land 10 feet in width for the purpose of construction, and
 - b. a permanent easement which covers a strip of land 20 feet in width for the purpose of maintenance; over the property described herein.
2. The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction purposes.

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 maintenance and repair purposes.

3. The land affected by this agreement is located in the County of Linn, State of Oregon; and is a portion of the tract as shown on the attached drawing, marked "Exhibit A," which is herewith made a part of this agreement.
4. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:
 - a. the sum of THREE HUNDRED EIGHTY dollars (\$ 380.00) for the temporary easement; and
 - b. the additional sum of THREE THOUSAND SEVEN HUNDRED EIGHT dollars (\$3,708.) for the permanent easement.
5. The City hereby covenants with the Grantors that the compensation agreed upon herein shall be paid to the Grantors within a period of thirty (30) days from the date of this instrument.

6. 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 below written.

[Handwritten Signature]

STATE OF OREGON)
County of Linn)ss
City of Albany)

On this 1st day of Sept, 1982 personally appeared the above named Alton E. Sullivan and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 1st day of Sept, 1982.

[Handwritten Signature]
Notary Public for Oregon
My Commission Expires: 9/23/84

STATE OF OREGON)
County of Linn)ss
City of Albany)

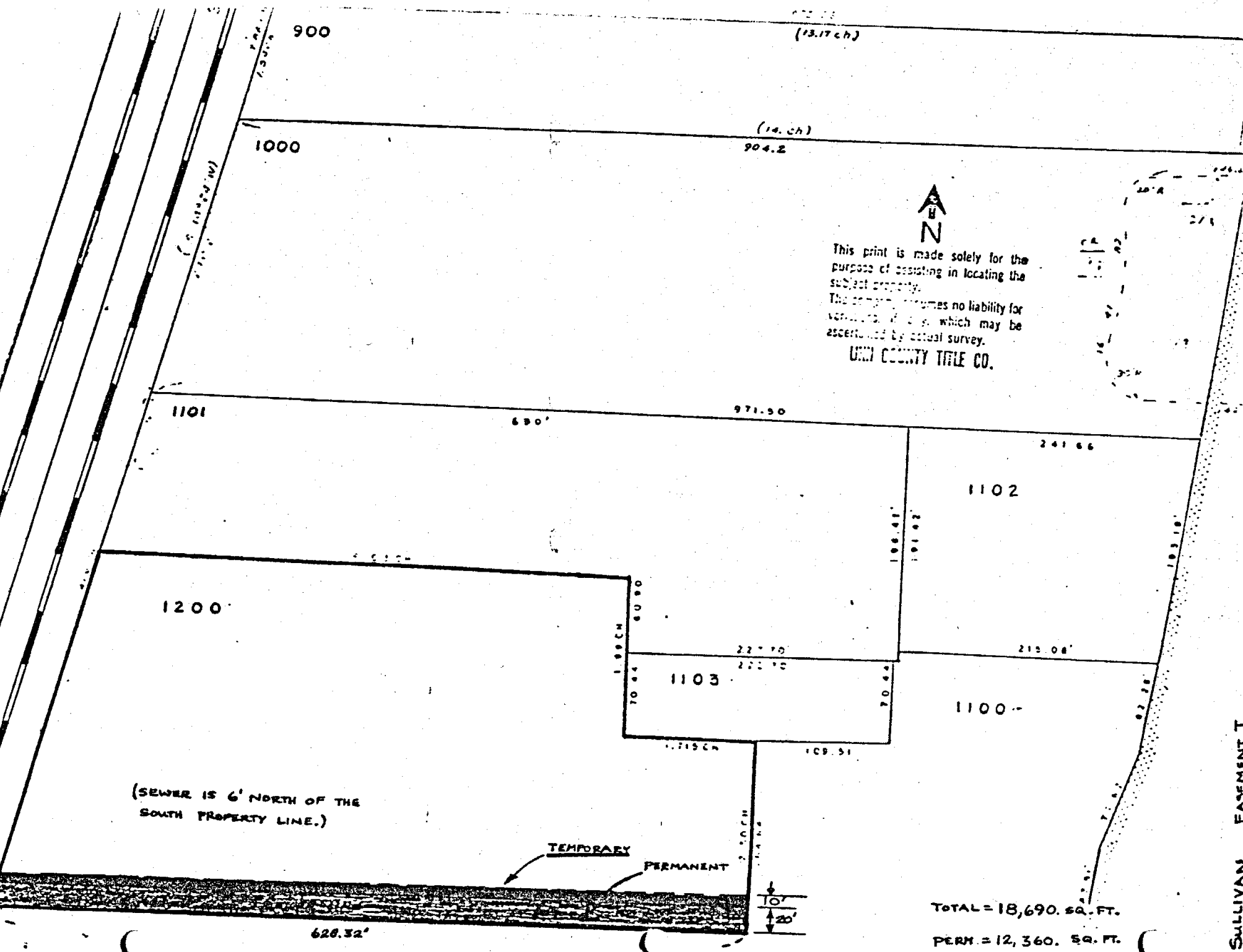
I, Donald Brudwig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2350, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 8, 1982.

CITY OF ALBANY, OREGON

[Handwritten Signature]
Mayor

[Handwritten Signature]
Recorder



N

This print is made solely for the purpose of assisting in locating the subject property. The company assumes no liability for variations of lines which may be ascertained by actual survey.

UNION COUNTY TITLE CO.

Easement Description

An easement lying within the land described as follows:

Beginning on the East boundary line of the Southern Pacific Railroad right-of-way, West 33.86 chains and South 14°12' West 9.98 chains from the Southeast corner of the Exum Powell Donation Land Claim No. 44 in Township 10 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; thence East 6.63 chains; thence South 1.99 chains; thence East 1.715 chains; thence South 2.70 chains; thence West 9.52 chains to the Easterly boundary line of the aforementioned railroad right-of-way; thence Northeast along said right-of-way 4.85 chains to the place of beginning.

Said easement lying within the above described parcel as shown on the attached drawing.

Sullivan - Easement One
"Exhibit A" Page Two
July 28, 1982

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 1st day of September, 1982, by and between ALTON E. AND DIXIE G. SULLIVAN

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 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.

This agreement is subject to the following terms and conditions:

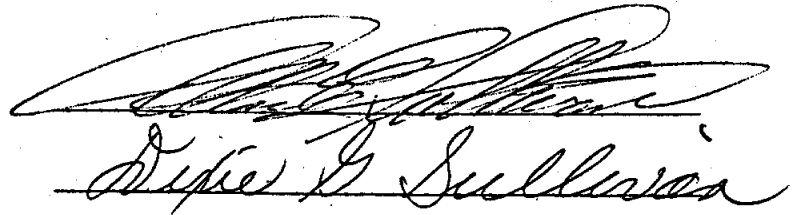
1. The right-of-way hereby granted consists of:
 - a. a temporary easement which covers a strip of land 10 feet in width for the purpose of construction, and
 - b. a permanent easement which covers a strip of land 20 feet in width for the purpose of maintenance;
over the property described herein.
2. The temporary easement described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easement at any time within a period of twelve (12) months from the date of this instrument, for construction purposes.

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 maintenance and repair purposes.

3. The land affected by this agreement is located in the County of Linn, State of Oregon; and is a portion of the tract as shown on the attached drawing, marked "Exhibit A," which is herewith made a part of this agreement.
4. The true, actual, and total compensation to be paid by the City to the Grantors, in exchange for the easement rights herein described and granted is:
 - a. the sum of TWO HUNDRED SEVEN dollars (\$207.00) for the temporary easement; and
 - b. the additional sum of ONE THOUSAND SIX HUNDRED SIXTY dollars (\$1,660.) for the permanent easement.
5. The City hereby covenants with the Grantors that the compensation agreed upon herein shall be paid to the Grantors within a period of thirty (30) days from the date of this instrument.

6. 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.

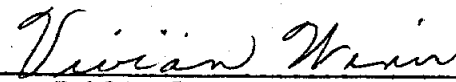
IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year below written.

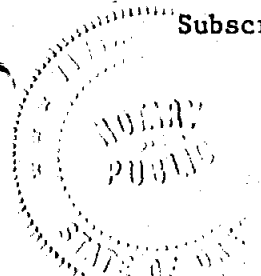

Dixie G. Sullivan

STATE OF OREGON)
County of Linn)ss
City of Albany)

On this 1st day of Sept, 1982 personally appeared the above named Alton E. Sullivan & Dixie G. Sullivan and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 1st day of Sept, 1982.


Vivian Weir
Notary Public for Oregon
My Commission Expires: 9/23/84




STATE OF OREGON)
County of Linn)ss
City of Albany)

I, Donald Brudwig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2350, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 8, 1982.

CITY OF ALBANY, OREGON


Donald Brudwig
Mayor


Recorder

Easement Description

An easement lying within the land described as follows:

Beginning at an iron rod North 5°12'40" West 2030.61 feet from the Northeast corner of the Anderson Cox Donation Land Claim No. 49, in Section 4, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 276.66 feet to an iron rod; thence North 164.64 feet to an iron rod; thence East 109.51 feet to an iron rod; thence North 70.44 feet to an iron rod; thence East 5 feet to an iron rod; thence North 5 feet to an iron rod; thence East 215.08 feet to an iron rod on the West boundary of Salem Road right-of-way; thence South 7°45'30" West 82.26 feet to a point; thence South 22°36'30" West 77.62 feet to a point; thence South 7°45'30" West 87.81 feet to the point of beginning.

Said easement lying within the above described parcel as shown on the attached drawing.

Sullivan - Easement Two
"Exhibit A" - Page Two
July 28, 1982