

RESOLUTION NO. 2535

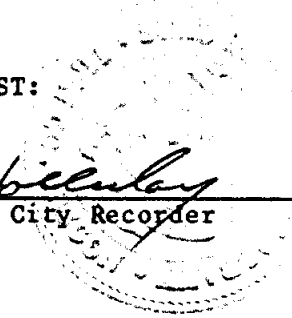
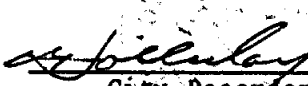
NOW, THEREFORE, BE IT RESOLVED BY THE ALBANY CITY COUNCIL that it does hereby accept the following:

<u>Grantor</u>	<u>Purpose</u>
Terry Tompkins	A permanent sanitary sewer easement 5 - 9' wide Blk. 5, Supplemental Plat of Burkhart Addn., Linn Co., Oregon

DATED this 24th day of April, 1985.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
  
\_\_\_\_\_  
City Recorder

## EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of April 1985, by and between Terry Tompkins, herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City."

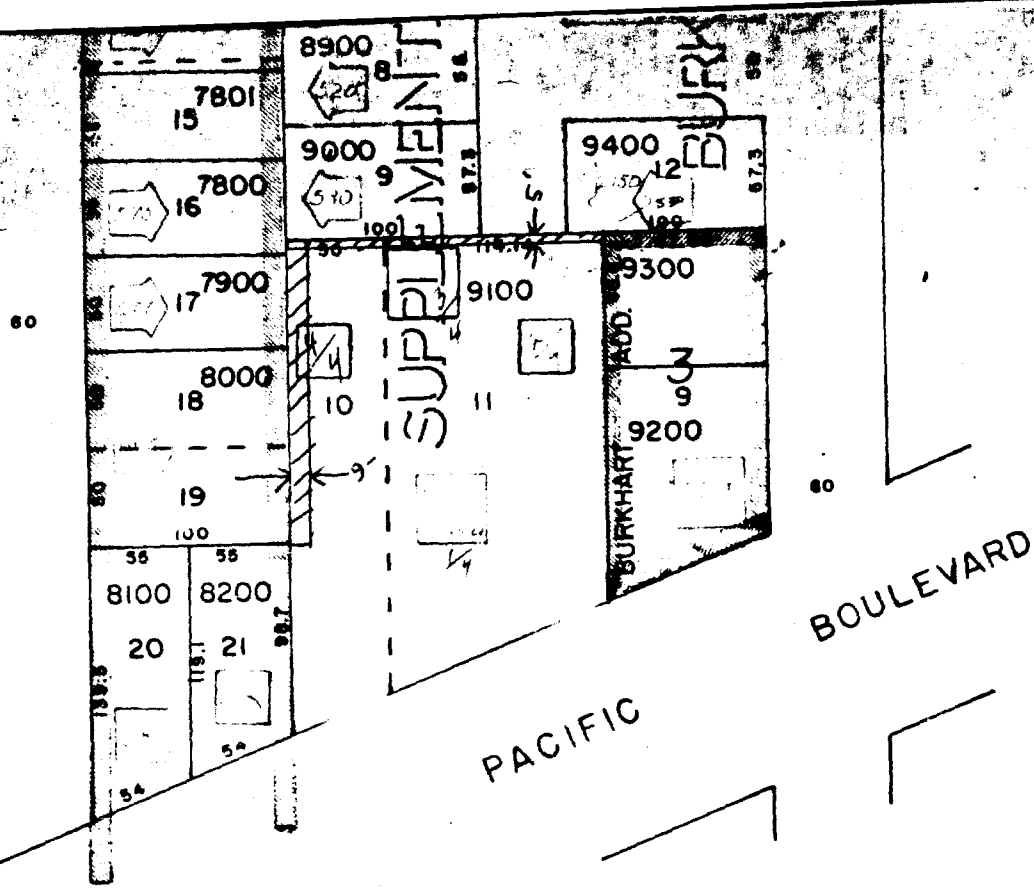
WITNESSETH:

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 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, under-growth and other obstructions interfering with the location and maintenance of the said sewer.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consist of:
  - a. a permanent easement which covers a strip of land 5-9 feet in width for the purpose of maintenance over the property described herein.
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 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 approval of SP-21-85.
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. No permanent structure shall be constructed on this easement.





EASEMENT FOR SP 21-65

3/14/85

DESCRIPTION

A sanitary sewer easement in Block 5, Supplemental Plat of Burkhart Addition, Linn Co., Oregon, S5, T 11S, R3W; described as follows:

A 9 ft. wide strip along the western line of lot 10, extending 160 ft. M/L from the northern line of lot 10, to include the existing sanitary manhole:

and

the northerly 5 ft. of lots 10 and 11.

MAY 7 1985

At 8:30 O'clock a.m.

DEL W. RILEY  
Linn County Clerk

STATE OF OREGON  
County of Linn

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

By \_\_\_\_\_, Deputy

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Recorded Document Recorder File No. 1671