

RESOLUTION NO. 3638

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

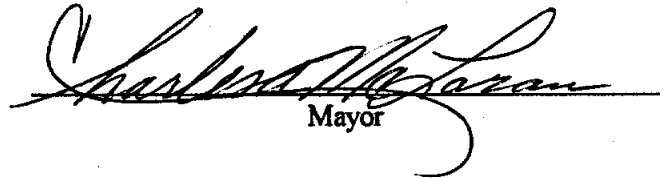
Grantor

Hopton Technologies, Inc

Purpose

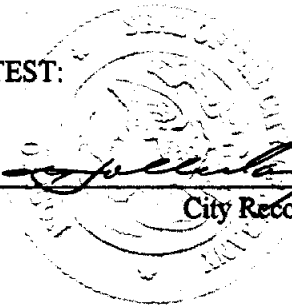
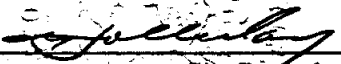
An easement 15 feet in even width for the purpose of installing and maintaining public utilities.

DATED THIS 8th DAY OF MAY 1996.



Mayor

ATTEST:

City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 22 day of March, 1996, by and between **Hopton Technologies, Inc.**, 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 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 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:

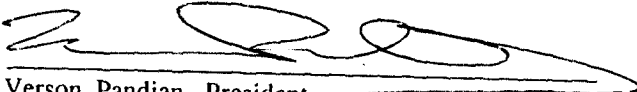
1. The right-of-way hereby granted consists of:
See Exhibit A and Exhibit B.
2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00 and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

Return to: City of Albany - Recorder
P.O. Box 490, Albany, OR 97321

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

GRANTOR:
HOPTON TECHNOLOGIES, INC.

CITY OF ALBANY:



Verson Pandian, President

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

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 3638, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 14th day of May, 1996.

The foregoing instrument was acknowledged before me this 22nd day of March, 1996 by Hopton Technologies, Inc. as their voluntary act and deed.


Notary Public of Oregon


City Manager

My Commission Expires: 2/18/97

ATTEST:


City Recorder

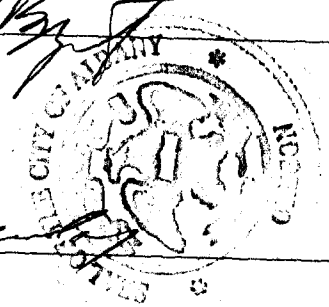


EXHIBIT A

Commencing at an iron rod in the South line of Queen Avenue, which iron rod is 34.35 feet South $01^{\circ} 29' 30''$ East, and 288.09 feet North $87^{\circ} 02' 35''$ East, and 40.51 feet North $83^{\circ} 26' 10''$ East from the Northwest corner of the Hiram N. Snead Donation Land Claim No. 53 in Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon;

and running thence Northeasterly on a 321.48 foot radius curve left, (the chord of which bears North $74^{\circ} 24' 18''$ East 60.63 feet), an arc distance of 60.72 feet to an iron rod;

thence South $23^{\circ} 49' 30''$ East 141.30 feet to an iron rod;

thence Southeasterly on a 333.56 foot radius curve right, (the chord of which bears South $12^{\circ} 38' 40''$ East 129.36 feet), an arc distance of 130.18 feet to an iron rod;

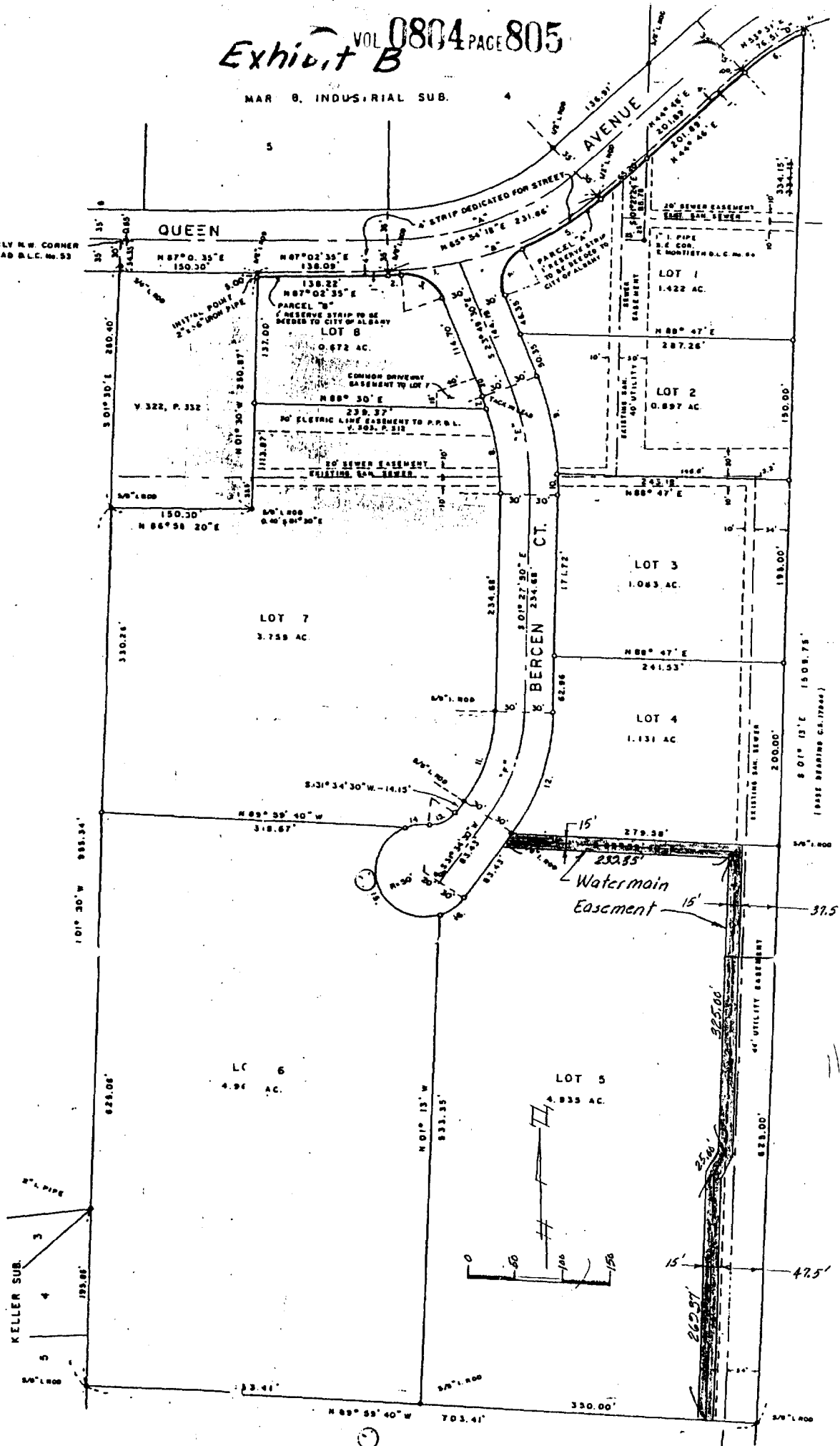
thence South $01^{\circ} 27' 50''$ East 234.68 feet to an iron rod;

thence Southwesterly on a 240.13 foot radius curve right, (the chord of which bears South $15^{\circ} 03' 20''$ West 136.56 feet), and arc distance of 138.47 feet to an iron rod;

thence South $31^{\circ} 34' 30''$ West 8.80 feet to the Point of Beginning of a parcel, the westernmost boundary being the last described course; the parcel being 15.00 feet wide, 7.50 feet on either side of the following described centerline; thence South $89^{\circ} 59' 40''$ East, 239.35 feet on a line parallel to and 7.50 feet South of the Northerly line of a tract described in Vol. 474, Page 293 of the deed records, Linn County, Oregon; thence South $01^{\circ} 13' 00''$ East, 325.00 feet on a line parallel to and 45.00 feet West of the East line of said tract; thence South $22^{\circ} 20' 20''$ West, 25.00 feet; thence South $01^{\circ} 13' 00''$ East, 269.37 feet to a point on the South line of said tract, said point being 55.00 feet North $89^{\circ} 59' 40''$ West of the Southeast corner thereof, and there terminating.

MAR 9, INDUSTRIAL SUB.

WESTERLY N.W. CORNER
M. SNEAD B.L.C. No. 53



STATE OF OREGON
County of Linn

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

STEVE DRUCKENMILLER
Linn County Clerk

By RV, Deputy

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Recorded Document Recorder File No. 2757