

RESOLUTION NO. 3830

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

7th Street Medical Properties, LLC

Purpose

Four permanent public utility easements located across those properties in the NE¼ of section 12, T11S, R4W, WB & M, Block 60, City of Albany, Linn County, Oregon.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement.

DATED THIS 13TH DAY OF AUGUST 1997.



Council President

ATTEST:



City Recorder

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18th day of July, 1997, by and between 7th Street Medical Properties, LLC 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 the said public utilities and the further right to remove trees, bushes, undergrowth, 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:

A STRIP OF LAND FOR UTILITY PURPOSES LOCATED IN THE NE ¼ OF S12, T11S, R 4 W, WB & M, BLOCK 60, CITY OF ALBANY, LINN COUNTY, OREGON.

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 60 THENCE N 8° 22' 22" W 106.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 81° 45' 00" W 61.77 FEET; THENCE S 8° 15' E 5.00 FEET; THENCE N 81° 45' 00" W 61.77 FEET; THENCE N 8° 22' 22" W 5.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 309 SQUARE FEET MORE OR LESS. (BASIS OF BEARINGS AND DISTANCES CS. 19250).

- 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 construction, maintenance, evaluation and/or repair the City shall return the site to original or better condition.

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

- 6. No permanent structure shall be constructed within the limits of this easement.
- 7. With respect to any construction work performed within the limits of this easement related to the sanitary sewer line reconstruction shown on Exhibit "A", the site restoration shall be in accordance with Exhibit "B". The requirements of this paragraph become void at the time the Exhibit "A" work is accepted by the City.

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

GRANTOR:

7TH Street Medical Properties, LLC

By: Bernard Miller
Bernard Miller, agent

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

The foregoing instrument was acknowledged before me this 18th day of July, 1997, by Bernard Miller as his voluntary act and deed.

Mary M. Pritchard
Notary Public for Oregon

My Commission Expires: 7-5-98



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 3830 do hereby accept on behalf of the City of Albany, the above instrument purusant to the terms thereof this 13th day of August, 1997.

Steve Bryant
City Manager

ATTEST:

[Signature]

City Recorder

Seventh Avenue

N. 81°46'34"E. 547.36

S. 81°46'34"W. 301.36
375.86

301.36
(264)-"D"

66-"D" 3.50

(112.0)-"D" "G"
(237.91)-"A"

(66)-"J" 301.36

(198)-"J" 132.61

60
78-"L"

S. 8°19'28"E. 111.24

PARCEL "C"
29,528
SQ. FT.

PARCEL I
MF 381/461

Parcel "C"
11992 sq ft
Set 5/16" I. Rod

70.00
N. 81°46'34"E

381/461
Set 5/16" I. Rod

38.83
S. 8°22'22"E. 111.17

60.0
S. 81°46'34"W.

MF 64/510
Set 5/16" I. Rod

Fd 1/4" I. Pipe
Set 5/16" rod

N. 81°46'34"E. 80.0

EXISTING P.V.E.
15'

Westerly parallel the South boundary Block 78.

Elm Street
P.V.E.
55'7"

TAX LOT 1002

Set 5/16" I. Rod

N. 81°45'47"E

231.46

Fd 1/2" I. Rod
0.25 S. 2° W.

62.77

60.0

Fd 3/8" Pipe
0.2" 1.55° E.

61.72

S. 81°46'34"W. 16.0
Fd 5/8" I. Rod 0.12 S.
Wly 66"-K"
Fd 1/2" I. Pipe 0.17
S. 35° W.

152/105

PARCEL A
12,081 sq. ft.

MF 381/461
PARCEL Y

PARCEL "B"
8,000 sq. ft.

(66)-"M"

345/536

66-"F" "M"

(3.50)-"D"

(66)-"F" "J"

(66)-"F" "K"

(264)-"D" "H"

Fd 1/2" rod
0.70 Sly.

Fd X on walk
1° Sly and 1° El

To Block corner 491.5)-"C"

10 45' W. - Basis of Bearings - Plan of Albany 547.57

Eighth Avenue

EXHIBIT "B"
SITE RESTORATION

Landscaping shall be restored by Shadetree Landscape, Inc., as directed by Tom Lundberg, to a condition which is equal to or better than existing, recognizing that the replacement of major trees and shrubs shall be limited in size and availability to local nurseries.

Portland cement concrete pavement shall be replaced in full panel sections to a depth and texture which matches the existing concrete pavement. New panels shall be dowel connected to existing panels, when so directed by Devco Engineering, Inc.

The attached photographs document the present condition of the site within the general limits of the easement.



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 , Deputy

M
R 38
S/L
A
O

45
Aug 19 3 13 PM '97

MF 888

PAGE 68

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18th day of July, 1997, by and between 7th Street Medical Properties, LLC 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 the said public utilities and the further right to remove trees, bushes, undergrowth, 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:

A STRIP OF LAND FOR UTILITY PURPOSES LOCATED IN THE NE ¼ OF S12, T11S, R 4 W, WB & M, BLOCK 60, CITY OF ALBANY, LINN COUNTY, OREGON.

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 60; THENCE SOUTH 81°45' WEST 132.00 FEET; THENCE NORTH 8°22'22" WEST 111.19 FEET; THENCE SOUTH 81°45'47" WEST 132.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81°45'47" WEST 115.46 FEET; THENCE SOUTH 8°22'22" EAST 15.00 FEET; THENCE NORTH 81°45'47" EAST 59.96 FEET; THENCE SOUTH 8°22'22" EAST 5.00 FEET; THENCE NORTH 81°45'47" EAST 56.00 FEET; THENCE NORTH 8°22'22" WEST 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2012 SQUARE FEET MORE OR LESS. (BASIS OF BEARINGS AND DISTANCES C.S. 19250).

- 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.

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P.O. Box 490, Albany, OR 97321

- 5. Upon performing any construction, maintenance, evaluation and/or repair the City shall return the site to original or better condition.
- 6. No permanent structure shall be constructed within the limits of this easement.
- 7. With respect to any construction work performed within the limits of this easement related to the sanitary sewer line reconstruction shown on Exhibit "A", the site restoration shall be in accordance with Exhibit "B". The requirements of this paragraph become void at the time the Exhibit "A" work is accepted by the City.

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

GRANTOR:

7TH Street Medical Properties, LLC

By: Bernard Miller
Bernard Miller, Agent

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

The foregoing instrument was acknowledged before me this 18th day of July, 1997, by Bernard Miller as his voluntary act and deed.

Mary M. Pritchard
Notary Public for Oregon

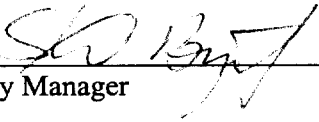
My Commission Expires: 7-5-98



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 3830 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 13th day of August, 1997.



City Manager

ATTEST:

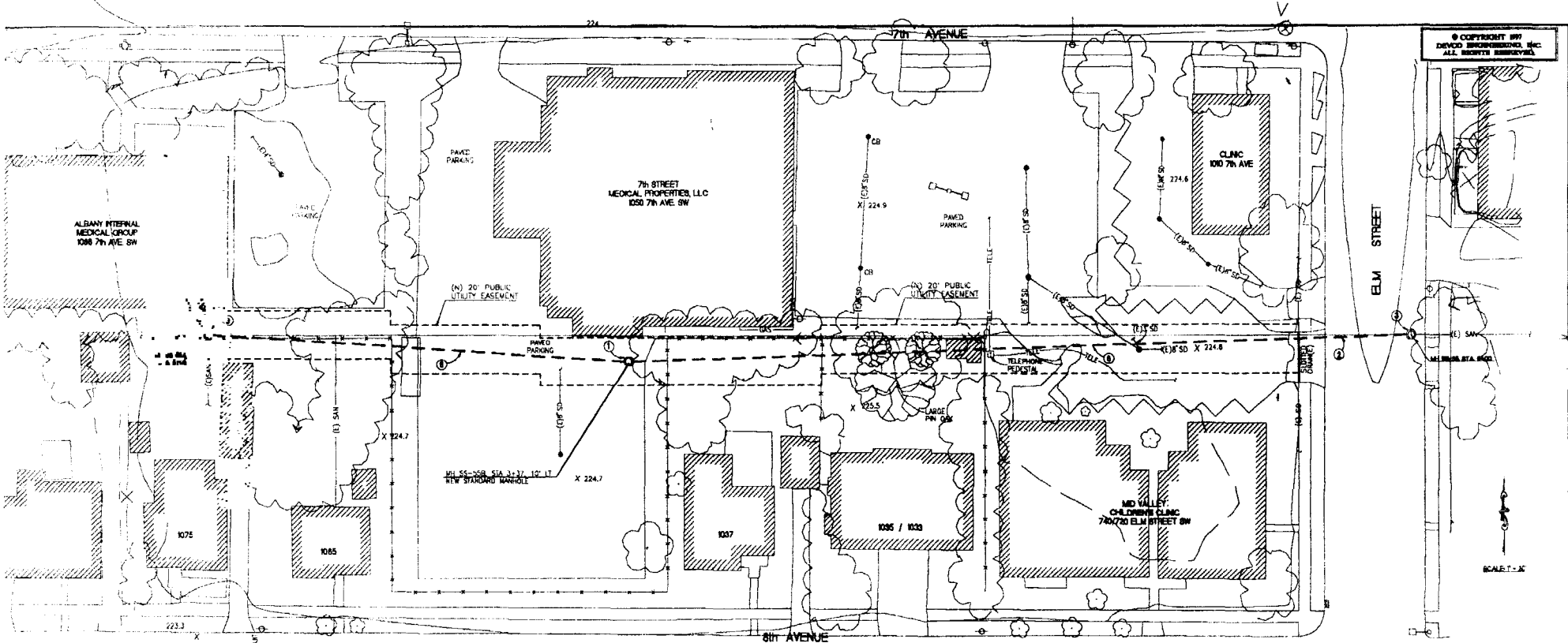


City Recorder

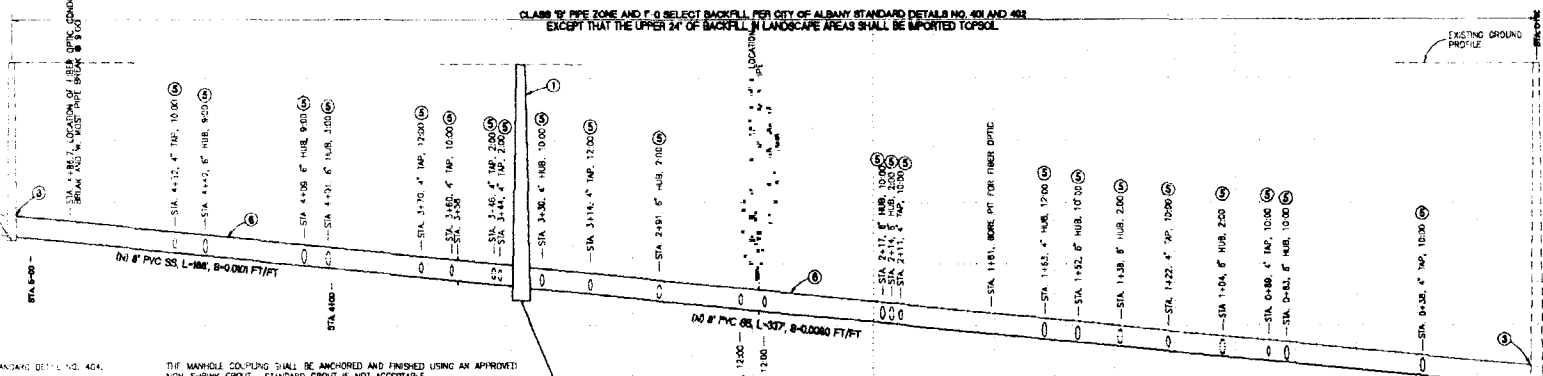
X 223.4

X 224.4

224.3 X 224.4



CLASS B PIPE ZONE AND P.O. SELECT BACKFILL PER CITY OF ALBANY STANDARD DETAILS NO. 401 AND 402 EXCEPT THAT THE UPPER 24" OF BACKFILL IN LANDSCAPE AREAS SHALL BE IMPORTED TOPSOIL.



INSTRUCTION NOTES

- 1. CONNECT STANDBY MANHOLE PER CITY OF ALBANY STANDARD DETAIL NO. 404.
- 2. CONNECT TRENCH MATCH PER CITY OF ALBANY STANDARD DETAIL NO. 404.
- 3. CONNECT NEW SANITARY SEWER TO EXISTING MANHOLE PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTIONS 402 AND 403.
- 4. 24" DIA. SHALL HAVE ALL REQUIRED MANHOLE CHANNEL AND GRIFF SHAVING PER CITY OF ALBANY STANDARD DETAIL NO. 404. IN ADDITION TO THE REQUIREMENTS OF STANDARD SPECIFICATION PARAGRAPH 403.02 C3, CONNECTION SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
- 5. REGARDLESS OF THE PIPE OR MANHOLE MANUFACTURER'S RECOMMENDATIONS, ADAPTERS FOR CONNECTING PVC PIPE TO NEW OR EXISTING MANHOLES SHALL BE APPROVED COMMERCIAL ADAPTERS MANUFACTURED SPECIFICALLY FOR THE INTENDED USE SUCH AS STEEL OR FIBER GLASS LARGE DIAMETER WATERSTOP, ROMIC HOT TONK MANHOLE ADAPTERS, MISCELLANEOUS HOT-TONK SEAL OR EQUAL. FIELD APPLICATED WATER STOPS OR APPROVED ADAPTERS SUCH AS A GASKET STRETCHED OVER THE PIPE WILL NOT BE ALLOWED.

- 6. THE MANHOLE COUPLING SHALL BE ANCHORED AND FINISHED USING AN APPROVED NON-SHRINK GROUT. STANDARD GROUT IS NOT ACCEPTABLE.
- 7. ALL GROUT TO BE PLACED IN CONTACT WITH THE CURED CONCRETE SHALL BE PLACED WITH THE USE OF AN APPROVED COMMERCIAL CONCRETE BONDING AGENT. WATER AS A BONDING AGENT WILL NOT BE APPROVED.
- 8. NOT USED
- 9. RECONNECT EXISTING SERVICE LATERALS PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401 AND STANDARD DETAIL NO. 413 AND PROVIDE CLEAN-OUT AT SAGPOINT LINE PER DETAIL 1/C1.00
- 10. CONSTRUCT NEW SANITARY SEWER PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401.

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EXHIBIT "A"

VOL 888 PAGE 78

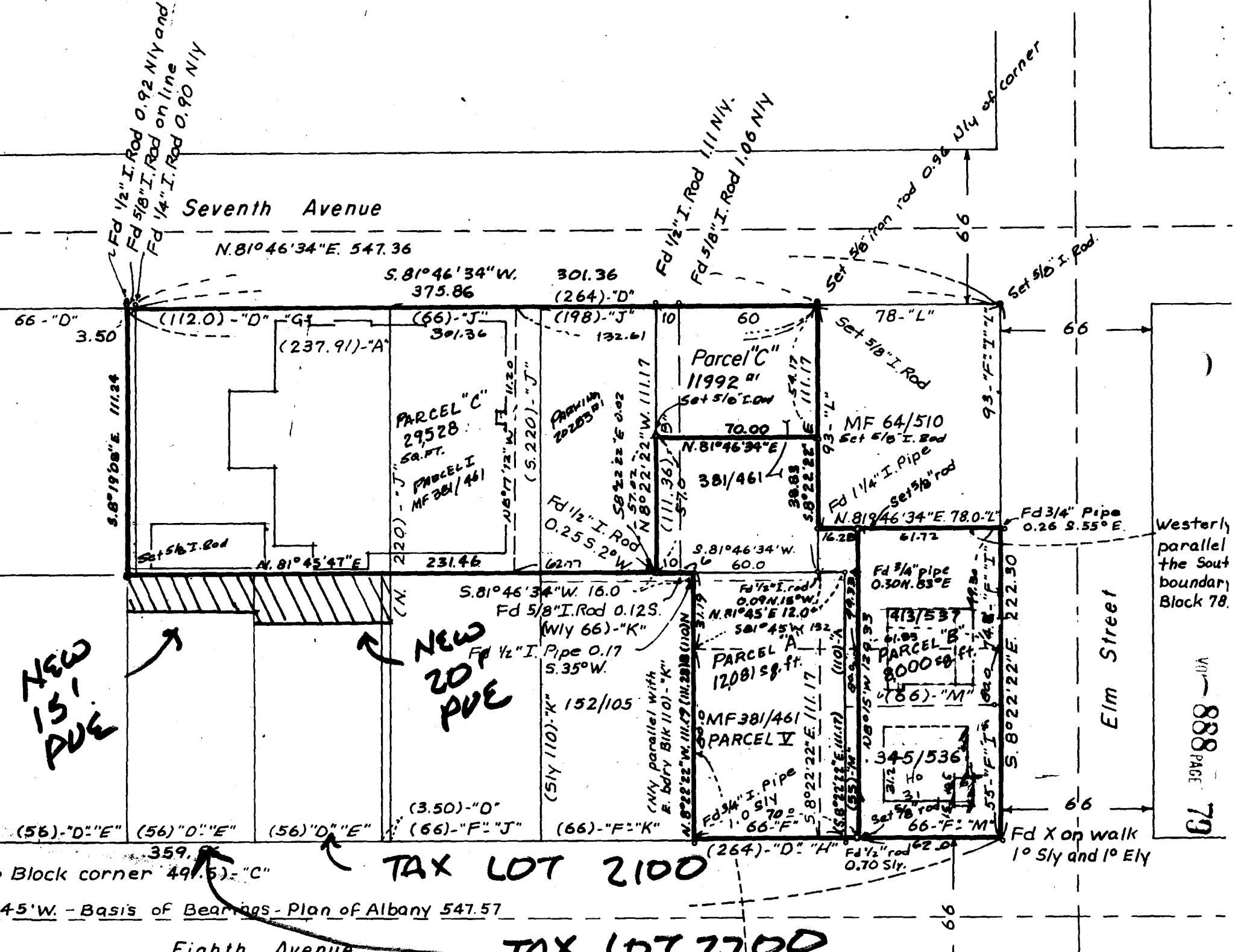
Devco
ENGINEERING, INC.

7th STREET MEDICAL PROPERTIES LLC
SANITARY SEWER REPLACEMENT
PLAN AND PROFILE

No.	REVISION	DATE

Job No. 97-091 ISSUED 5/22/97

DRAWING C2.01 3



Fd 1/2" I. Rod 0.92 N1/4 and
 Fd 5/8" I. Rod on line
 Fd 1/4" I. Rod 0.90 N1/4

Seventh Avenue

N. 81° 46' 34" E. 547.36

S. 81° 46' 34" W. 375.86

301.36
(264) - "D"

Fd 1/2" I. Rod 1.11 N1/4
 Fd 5/8" I. Rod 1.06 N1/4

Set 5/8" iron rod 0.96 N1/4 of corner
 Set 5/8" I. Rod

66 - "D" 3.50

(112.0) - "D" "G"

(237.91) - "A"

(66) - "J" 301.36

(198) - "J" 132.61

60

78 - "L"

66

S. 8° 19' 08" E. 111.24

Set 5/8" I. Rod

N. 81° 45' 47" E

PARCEL C
 29528
 SQ. FT.
 PARCEL I
 MF 381/461

PARCEL B
 20285 SQ. FT.

Parcel "C"
 11992 sq ft
 Set 5/8" I. Rod

MF 64/510
 Set 5/8" I. Rod

Fd 1/4" I. Pipe
 Set 5/8" rod

Fd 3/4" Pipe
 0.26 S. 55° E

Westerly
 parallel
 the South
 boundary
 Block 78.

NEW 15' PVE

NEW 20' PVE

S. 81° 46' 34" W. 16.0

Fd 5/8" I. Rod 0.12 S.

(W1/4 66) - "K"

Fd 1/2" I. Pipe 0.17

S. 35° W.

PARCEL A
 12081 sq. ft.

MF 381/461
 PARCEL V

Fd 3/4" pipe
 0.30 N. 83° E

PARCEL B
 8000 sq. ft.

(66) - "M"

PARCEL C
 11992 sq. ft.

PARCEL D
 11992 sq. ft.

PARCEL E
 11992 sq. ft.

PARCEL F
 11992 sq. ft.

PARCEL G
 11992 sq. ft.

Elm Street

V. 888
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(56) - "D" - "E" 359.7
 To Block corner 49.5 - "C"

TAX LOT 2100

TAX LOT 2200

Eighth Avenue

45' W. - Basis of Bearings - Plan of Albany 547.57

Fd X on walk
 1° S1/4 and 1° E1/4

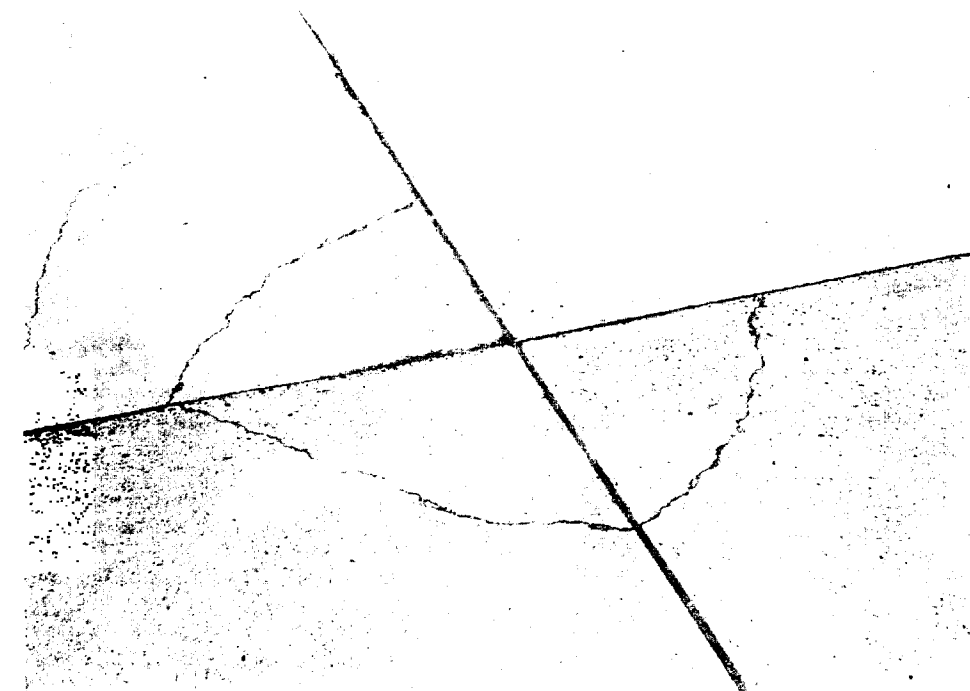
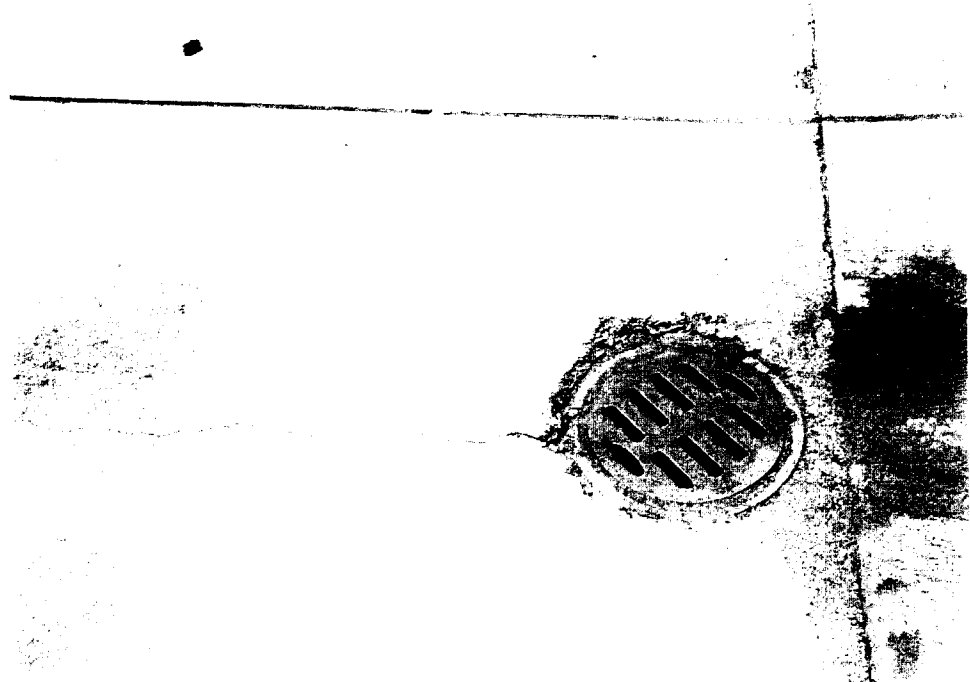
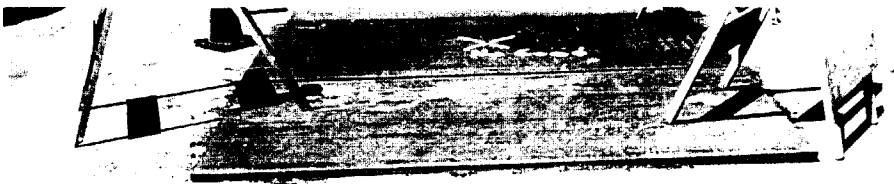
EXHIBIT "B"
SITE RESTORATION

Landscaping shall be restored by Shadetree Landscape, Inc., as directed by Tom Lundberg, to a condition which is equal to or better than existing, recognizing that the replacement of major trees and shrubs shall be limited in size and availability to local nurseries.

The existing fencing shall be temporarily relocated and/or dismantled as required and replaced and/or assembled in its original location to a condition which is equal to or better than existing. Said determination being made by Bernard Miller.

Portland cement concrete pavement shall be replaced in full panel sections to a depth and texture which matches the existing concrete pavement. New panels shall be dowel connected to existing panels, when so directed by Devco Engineering, Inc.

The attached photographs document the present condition of the site within the general limits of the easement.



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 Sm, Deputy

M
R
S

45
AUG 19 3 13 PM '97

MF 888
PAGE 75

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18TH day of July, 1997, by and between 7th Street Medical Properties, LLC and Benjamin James Taskinen 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 the said public utilities and the further right to remove trees, bushes, undergrowth, 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:

A STRIP OF LAND FOR UTILITY PURPOSES LOCATED IN THE NE ¼ OF S12, T11S, R 4 W, WB & M, BLOCK 60, CITY OF ALBANY, LINN COUNTY, OREGON.

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 60; THENCE SOUTH 81°45'00" WEST 379.41 FEET; THENCE SOUTH 8°24'27" EAST 111.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81°45'00" WEST 56.00 FEET; THENCE SOUTH 8°15'00" EAST 10.00 FEET; THENCE NORTH 81°45' 00" EAST 56.00 FEET; THENCE NORTH 8°15'00" WEST 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 560 SQUARE FEET MORE OR LESS. (BASIS OF BEARINGS AND DISTANCES C.S. 17910).

- 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 construction, maintenance, evaluation and/or repair the City shall return the site to original or better condition.

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

- 6. No permanent structure shall be constructed within the limits of this easement.
- 7. With respect to any construction work performed within the limits of this easement related to the sanitary sewer line reconstruction shown on Exhibit "A", the site restoration shall be in accordance with Exhibit "B". The requirements of this paragraph become void at the time the Exhibit "A" work is accepted by the City.

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

GRANTOR:

7th Street Medical Properties, LLC

By: Bernard Miller
Bernard Miller, *agent*

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

The foregoing instrument was acknowledged before me this 18th day of July, 1997, by Bernard Miller as his voluntary act and deed.

Mary M Pritchard
Notary Public for Oregon

My Commission Expires: 7-5-98



GRANTOR:

Benjamin James Taskinen

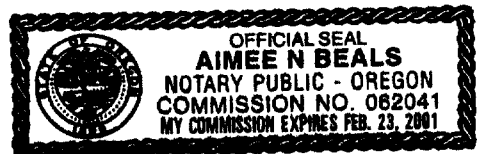
By: B. J. Taskinen

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

The foregoing instrument was acknowledged before me this 21st day of July, 1997, by Benjamin James Taskinen as his voluntary act and deed.

Aimee N Beals
Notary Public for Oregon

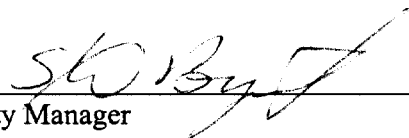
My Commission Expires: Feb. 23, 2001



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 3830 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 13th day of August, 1997.



City Manager

ATTEST:

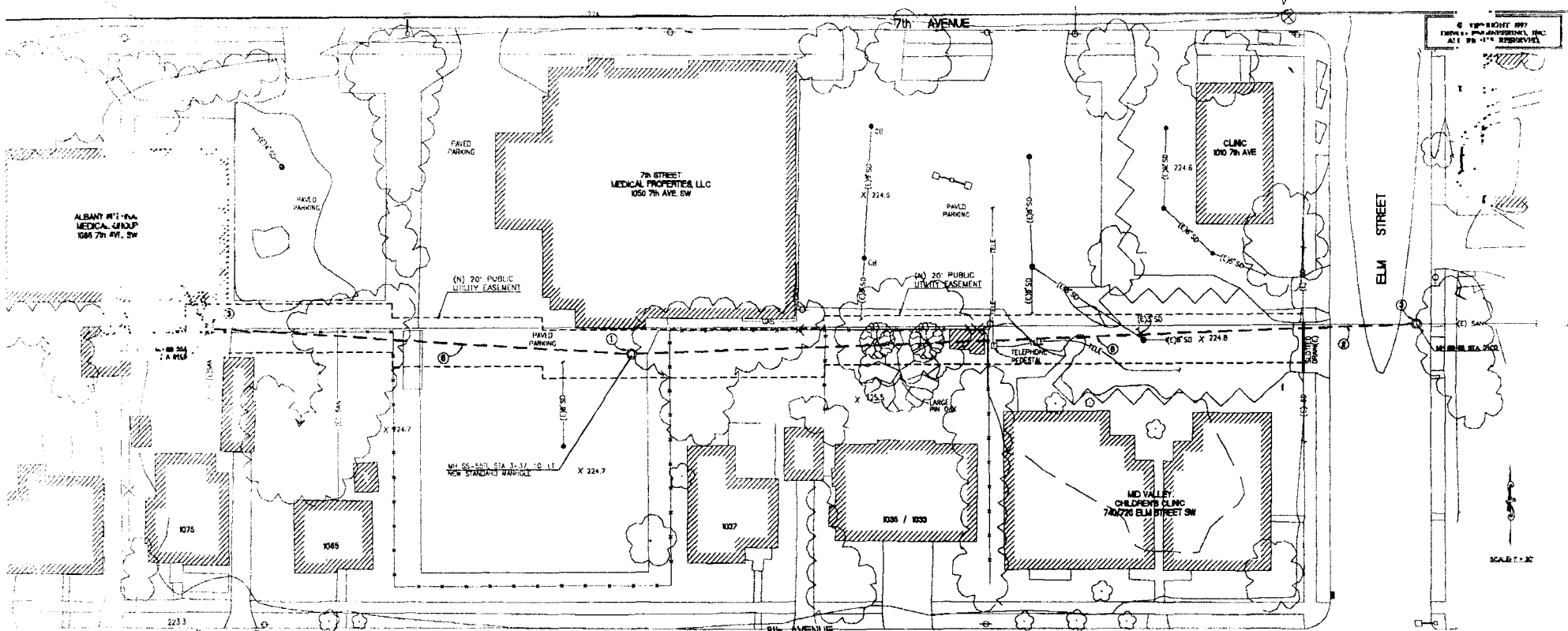


City Recorder

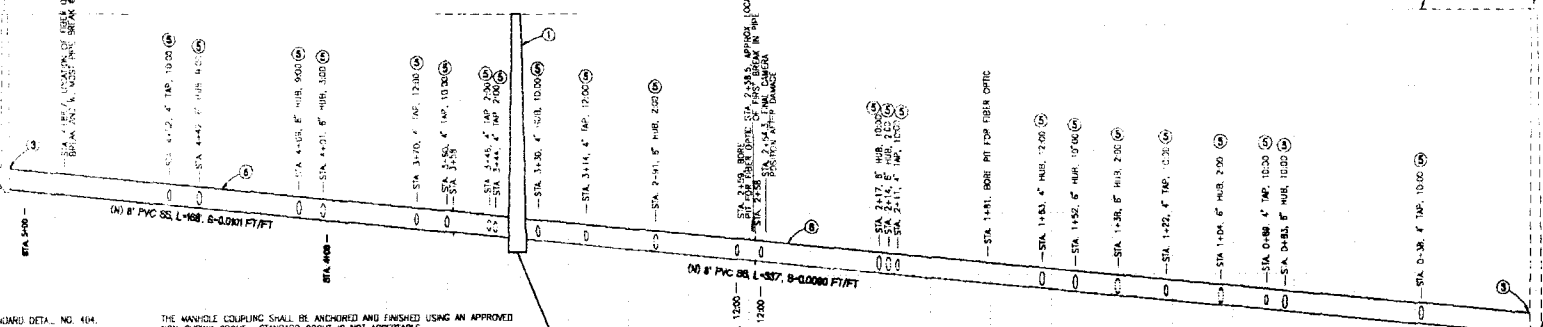
X 223.4

X 224.4

224.3 X 0.00'



CLASS 3" PIPE ZONE AND T-0 SELECT BACKFILL PER CITY OF ALBANY STANDARD DETAILS NO. 401 AND 402 EXCEPT THAT THE UPPER 24" OF BACKFILL IN LANDSCAPE AREAS SHALL BE IMPORTED TOPSOIL



INSTRUCTION NOTES

CONSTRUCT STANDARD MANHOLE PER CITY OF ALBANY STANDARD DETAIL NO. 404.

CONSTRUCT THROU HATCH PER CITY OF ALBANY STANDARD DETAIL NO. 204.

CONSTRUCT NEW SANITARY SEWER TO EXISTING MANHOLE PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTIONS 402 AND 403.

THIS WORK SHALL INCLUDE ALL REQUIRED MANHOLE CHAMBER AND SHELF SHAPING PER CITY OF ALBANY STANDARD DETAIL NO. 404. IN ADDITION TO THE REQUIREMENTS OF STANDARD SPECIFICATION PARAGRAPH 403.02.03, CONNECTION SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

4. OWNERSHIP OF THE PIPE OR MANHOLE MANUFACTURER'S RECOMMENDATIONS. MANHOLE CHAMBER CONNECTING PVC PIPE TO NEW OR EXISTING MANHOLES SHALL BE APPROVED COMMERCIAL ADAPTERS MANUFACTURED SPECIFICALLY FOR THE INTENDED USE, SUCH AS FURCO (EPA FUNGUS LARGE DIAMETER MANHOLE) OR MACADAM (EPA) MANHOLE ADAPTERS. VASSA O'NEILL, KODAK-N-SEAL, OR EQUAL. FIELD FABRICATED JOINTS OR UNAPPROVED ADAPTERS SUCH AS A GASKET STRETCHED OVER THE JOINT ARE NOT TO BE ALLOWED.

- ④ NOT USED
- ⑤ RECONNECT EXISTING SERVICE LATERALS PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401 AND STANDARD DETAIL NO. 413, AND PROVIDE CLEAN-OUT AT CASSEMENT LINE PER DETAIL 1/C3.00
- ⑥ CONSTRUCT NEW SANITARY SEWER PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401.

MH 55-000 STA 21-37 10' LT. NEW STANDARD MANHOLE
 T00 = MATCH EXISTING
 R' (OUT-E) = 218.04 FIELD VERIFY
 R' (IN-W) = 216.14 FIELD VERIFY

devco

7th STREET MEDICAL PROPERTIES LLC
 SANITARY SEWER RE-ALIGNMENT
 PLAN AND PROFILE

No.	REVISION	DATE

EXHIBIT A
 VOL 888 PAGE 88

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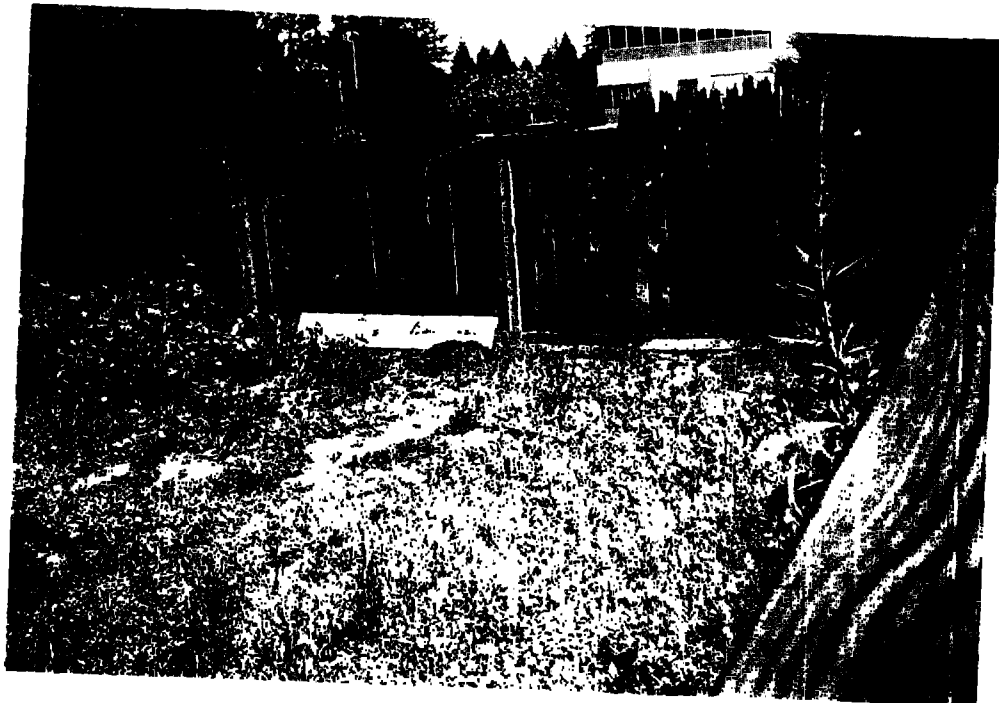
EXHIBIT "B"
SITE RESTORATION

Landscaping shall be restored by Shadetree Landscape, Inc., as directed by Tom Lundberg, to a condition which is equal to or better than existing, recognizing that the replacement of major trees and shrubs shall be limited in size and availability to local nurseries.

Trenching near major vegetation shall be supervised by Shadetree Landscape, Inc. in order to minimize any root damage. Any required root pruning and/or repair shall be performed by Shadetree Landscape, Inc. at their discretion.

The existing fencing shall be temporarily relocated and/or dismantled as required and replaced and/or assembled in its original location to a condition which is equal to or better than existing. Said determination being made by Tom Lundberg, Shadetree Landscape, Inc.

The attached photographs document the present condition of the site within the general limits of the easement.



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 [Signature], Deputy

M
R
S
A
O

45
Aug 19 3 13 PM '97

MF 888

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EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18th day of July, 1997, by and between 7th Street Medical Properties, LLC 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 the said public utilities and the further right to remove trees, bushes, undergrowth, 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:

Tax Lot 1000 - Utility Easement "A"

A STRIP OF LAND FOR UTILITY PURPOSES LOCATED IN THE NE ¼ OF S12, T11S, R 4 W, WB & M, BLOCK 60, CITY OF ALBANY, LINN COUNTY, OREGON.

BEGINNING AT THE SOUTH EAST CORNER OF BLOCK 60; THENCE SOUTH 81°45' WEST 132.00 FEET; THENCE NORTH 8°22'22" WEST 111.19 FEET; THENCE SOUTH 81°46'34" WEST 16.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 8°22'22" WEST 5.00 FEET; THENCE SOUTH 81°45'47" WEST 50 FEET; THENCE SOUTH 8°22'22" EAST 5.00 FEET; THENCE NORTH 81°45'47" EAST 50.00 FEET TO THE POINT OF BEGINNING. SAID CONTAINING 250 SQUARE FEET MORE OR LESS. (BASIS OF BEARINGS AND DISTANCES C.S. 19250).

Tax Lot 1000 - Utility Easement "B"

A STRIP OF LAND FOR UTILITY PURPOSES LOCATED IN THE NE ¼ OF S12, T11S, R 4 W, WB & M, BLOCK 60, CITY OF ALBANY, LINN COUNTY, OREGON.

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 60; THENCE SOUTH 81°45' WEST 132.00 FEET; THENCE NORTH 8°22'22" WEST 111.19 FEET; THENCE SOUTH 81°46'34" WEST 231.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 8°19'08" WEST 5.00 FEET; THENCE NORTH 81°45'47" EAST 56.00 FEET; THENCE SOUTH 8°19'08" EAST 5.00 FEET; THENCE SOUTH 81°45'47" WEST 56.00 FEET TO THE POINT OF BEGINNING. SAID CONTAINING 280 SQUARE FEET MORE OR LESS. (BASIS OF BEARINGS AND DISTANCES C.S. 19250).

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

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 construction, maintenance, evaluation and/or repair the City shall return the site to original or better condition.
6. No permanent structure shall be constructed within the limits of this easement.
7. With respect to any construction work performed within the limits of this easement related to the sanitary sewer line reconstruction shown on Exhibit "A", the site restoration shall be in accordance with Exhibit "B". The requirements of this paragraph become void at the time the Exhibit "A" work is accepted by the City.

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

GRANTOR:

7TH Street Medical Properties, LLC

By: Bernard Miller
Bernard Miller, *agent*

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

The foregoing instrument was acknowledged before me this 18th day of July, 1997, by Bernard Miller as his voluntary act and deed.

Mary M. Pritchard
Notary Public for Oregon

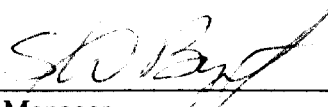


My Commission Expires: 7-5-98

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 3830 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 13th day of August, 1997.

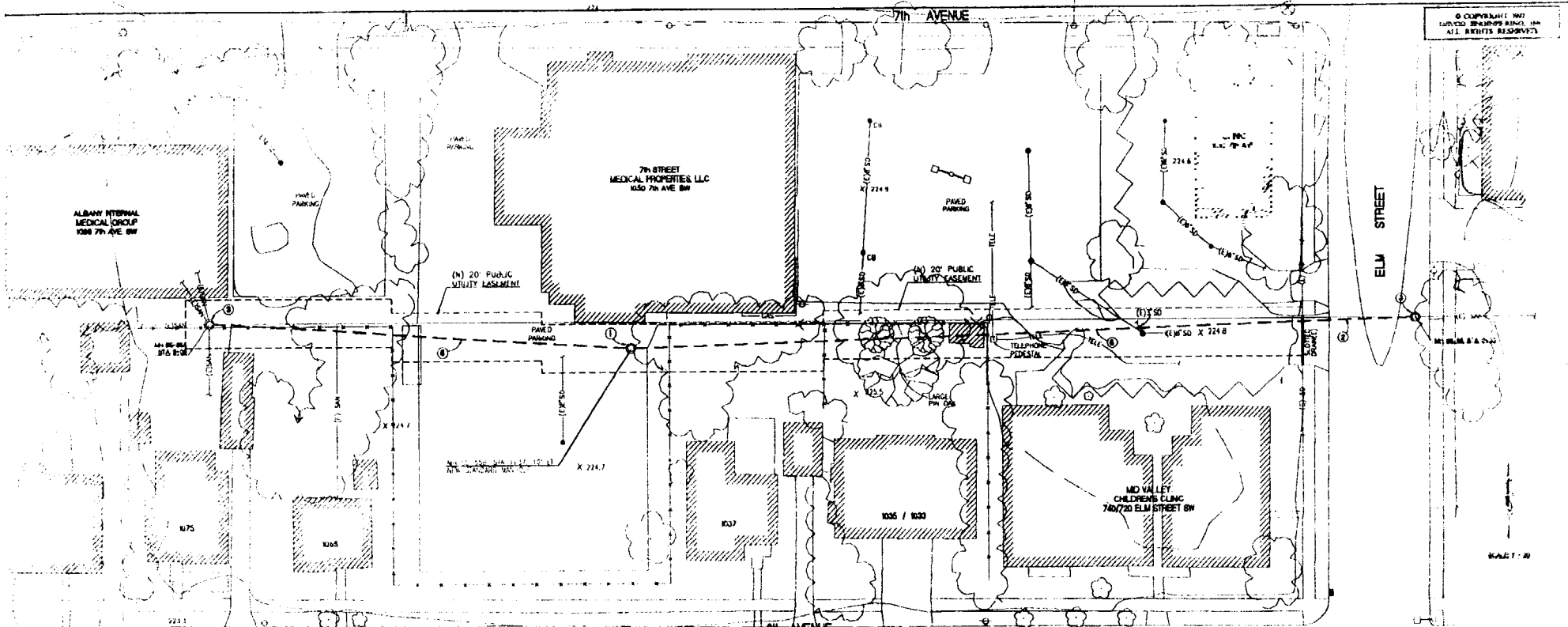


City Manager

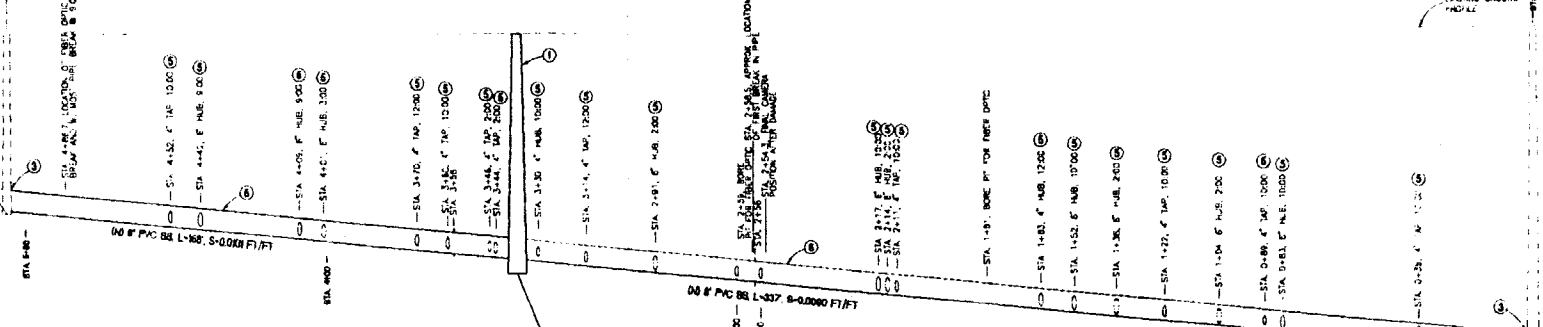
ATTEST:



City Recorder



CLASS B PIPE ZONE AND T-0 SELECT BACKFILL PER CITY OF ALBANY STANDARD DETAILS NO. 401 AND 402 EXCEPT THAT THE UPPER 24" OF BACKFILL IN LANDSCAPE AREAS SHALL BE IMPORTED TOPSOIL



NOTES:

- MANHOLE COMPONENTS SHALL BE ORDERED AND FINISHED USING AN APPROVED MANUFACTURER. STANDARD QUALITY IS NOT ACCEPTABLE.
- ALL UNITS TO BE FINISHED IN CONTACT WITH THE CURB AND GULLY SHALL BE FINISHED WITH THE USE OF AN APPROVED COMMERCIAL CONCRETE BONDING AGENT. WATER AS A BONDING AGENT WILL NOT BE APPROVED.
- NOT USED.
- RECONNECT EXISTING SERVICE LATERALS PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401 AND STANDARD DETAIL NO. 413, AND PROVIDE CLEAR-OUT AT LASHMENT LINE PER DETAIL 1/3-030.
- CONSTRUCT NEW SANITARY SEWER PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401.

MANHOLE COMPONENTS SHALL BE ORDERED AND FINISHED USING AN APPROVED MANUFACTURER. STANDARD QUALITY IS NOT ACCEPTABLE.

ALL UNITS TO BE FINISHED IN CONTACT WITH THE CURB AND GULLY SHALL BE FINISHED WITH THE USE OF AN APPROVED COMMERCIAL CONCRETE BONDING AGENT. WATER AS A BONDING AGENT WILL NOT BE APPROVED.

NOT USED.

RECONNECT EXISTING SERVICE LATERALS PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401 AND STANDARD DETAIL NO. 413, AND PROVIDE CLEAR-OUT AT LASHMENT LINE PER DETAIL 1/3-030.

CONSTRUCT NEW SANITARY SEWER PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401.

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NOT USED.

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CONSTRUCT NEW SANITARY SEWER PER THE APPLICABLE REQUIREMENTS OF CITY OF ALBANY STANDARD SPECIFICATION SECTION 401.

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ERIGHT "A"
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DEVCO

17th Street Medical Properties, LLC
 SANITARY SEWER REPLACEMENT
 AN ANNOTATED PLAN

NO. REVISION: _____ DATE: _____

TAX LOT 1000

Seventh Avenue

N. 81°46'34"E. 547.36

S. 81°46'34"W. 375.86

301.36 (264)-"D"

66-"D" 3.50

(112.0)-"D" "G"

(237.91)-"A"

(66)-"J" 301.36

(98)-"J" 132.61

60

78-"L"

66

S. 8°19'08"E. 111.24

"B"

PARCEL "C" 29528 SQ. FT. PARCEL I MF 381/461

PARCEL "A" 11992 sq ft. Set 5 1/2" I. Rod

Parcel "C" 11992 sq ft. Set 5 1/2" I. Rod

70.00

MF 64/510 Set 5 1/2" I. Rod

93-"L"

66

N. 81°45'47"E. 231.46

(220)-"J" 231.46

(111.36)-"S" 57.0

381/461

N. 81°46'34"E. 78.0-L

Fd 3/4" Pipe 0.26 S. 55° E.

Westerly parallel the South boundary Block 78.

NEW S.P.U.E.

S. 81°46'34"W. 16.0

Fd 5/8" I. Rod 0.12 S.

May 66)-"K"

Fd 1/2" I. Pipe 0.17 S. 35° W.

152/105

Fd 1/2" I. rod 0.09 N. 18° W.

N. 81°45'E 12.0

S. 81°45' W. 152

PARCEL "A" 12081 sq. ft.

MF 381/461

PARCEL "V"

Fd 3/4" pipe 0.30 N. 83° E

413/537

PARCEL "B" 8000 sq. ft.

(66)-"M"

345/536

Ho 2 1/2" I. Rod

Set 7 1/2" I. Rod

66-"F"-"M"

61.72

Fd 1/4" pipe 0.30 N. 83° E

413/537

PARCEL "B" 8000 sq. ft.

(66)-"M"

345/536

Ho 2 1/2" I. Rod

Set 7 1/2" I. Rod

66-"F"-"M"

S. 8°22'22"E. 222.30

Elm Street

66

Fd X on walk 1° Sly and 1° Ely

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359.56

To Block corner 491.5)-"C"

45° W. - Basis of Bearings - Plan of Albany 547.57

Fifth Avenue

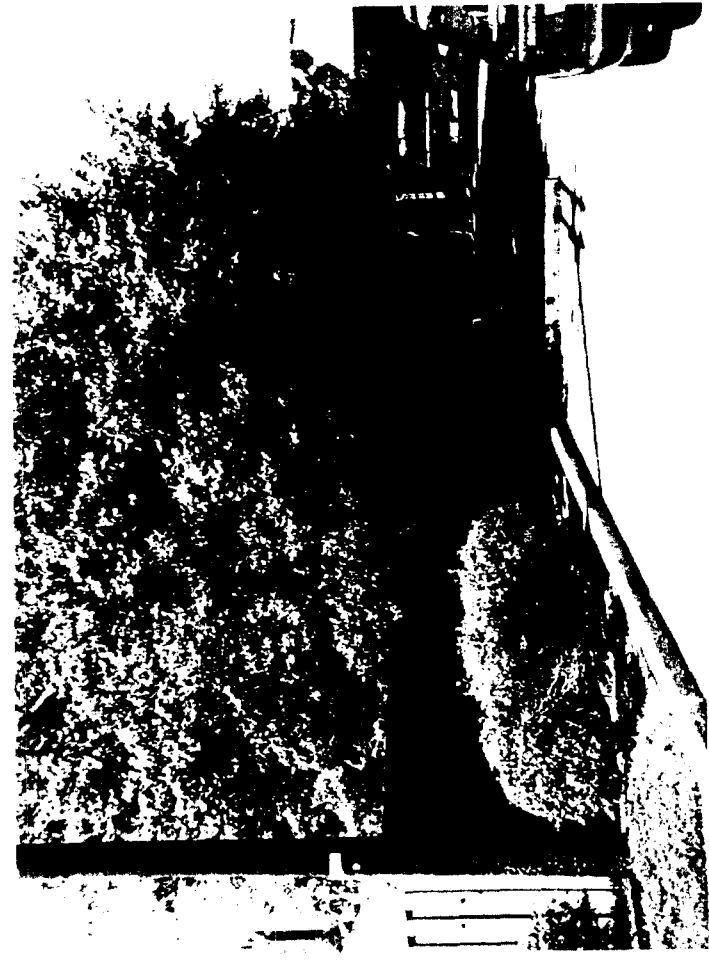
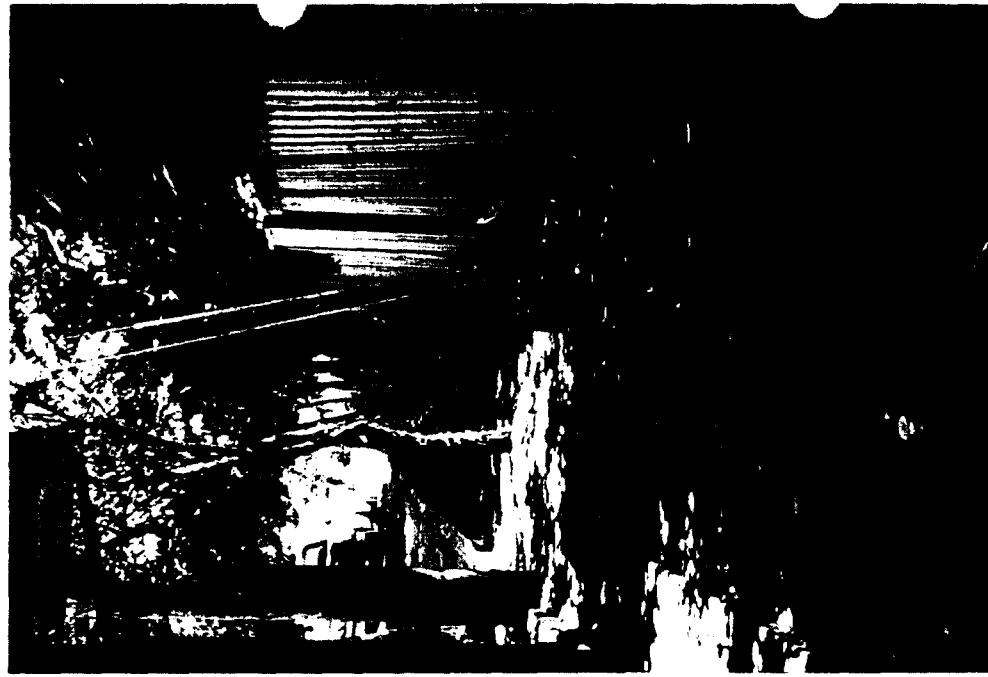
EXHIBIT "B"
SITE RESTORATION

Landscaping shall be restored by Shadetree Landscape, Inc., as directed by Tom Lundberg, to a condition which is equal to or better than existing, recognizing that the replacement of major trees and shrubs shall be limited in size and availability to local nurseries.

Trenching near major vegetation shall be supervised by Shadetree Landscape, Inc. in order to minimize any root damage. Any required root pruning and/or repair shall be performed by Shadetree Landscape, Inc. at their discretion.

The existing fencing shall be temporarily relocated and/or dismantled as required and replaced and/or assembled in its original location to a condition which is equal to or better than existing. Said determination being made by Bernard Miller.

The attached photographs document the present condition of the site within the general limits of the easement.



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 Sm, Deputy

M
R
S
A
O

MF 888

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Aug 19 3 13 PM '97

Resolution No. 3830

Recorded Document Recorder File No. 3008