

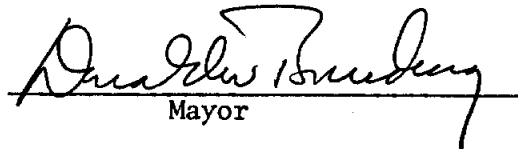
RESOLUTION NO. 2342

WHEREAS, the following have conveyed unto the City of Albany easements for construction of a sanitary sewer,

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept the following construction easements for the Draperville Sanitary Sewer:


<u>Grantor</u>	<u>Purpose</u>
Steven K. Carlson	Draperville Sanitary Sewer
Agnes M. James	Draperville Sanitary Sewer
Henry H. Huey	Draperville Sanitary Sewer
Nancy Lynn Remonenq	Draperville Sanitary Sewer
Dorothy Ross	Draperville Sanitary Sewer
Robert E. Frazzini	Draperville Sanitary Sewer
Richard L. & Frankie B. Quigley	Draperville Sanitary Sewer
Elmer W. Larkin	Draperville Sanitary Sewer

DATED this 28th day of July, 1982.




Mayor

ATTEST:



City Recorder



Recorded Resolutions and
Easement - Recorder's file
No. 1301

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 9th day of July,
19 82, by and between HENRY H. HUEY

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 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 construction of the said sewer.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
a temporary easement which covers a strip of land 10 feet in width for the purpose of construction,

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.
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:
the sum of ONE HUNDRED FIFTY dollars (\$150.00)
for the temporary 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.

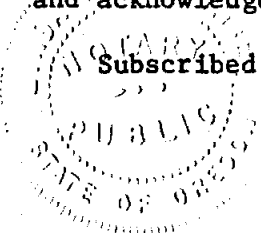
IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year below written.

Henry H Huey

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

On this 9th day of July, 1982 personally appeared the above named Henry H. Huey and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 9th day of July, 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 W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

Parcel Description

Beginning South 0°14' East 47.6 feet and North 87°02' East 162.28 feet from the Southwest corner of Donation Land Claim No. 40; thence South 29°31½' East 147.8 feet; thence on a 603 foot radius curve to the right 90 feet; thence Northerly 84 feet; thence South 87°02' West 140 feet to the place of beginning, located in Township 11 South, Range 3 West, Linn County, Oregon.

ALSO: Beginning South 0°14' East 47.6 feet North 87°02' East 303.13 feet and South 10 feet from the Northwest corner of the South half of Donation Land Claim No. 40 Township 11 South, Range 3 West; thence North 87°02' East 70 feet; thence Southerly 30 feet; thence Southwesterly 85 feet, Northerly 74 feet to the point of beginning. Save and except, any portions of the parcels described above lying within the public right-of-way of Knox Butte Road.

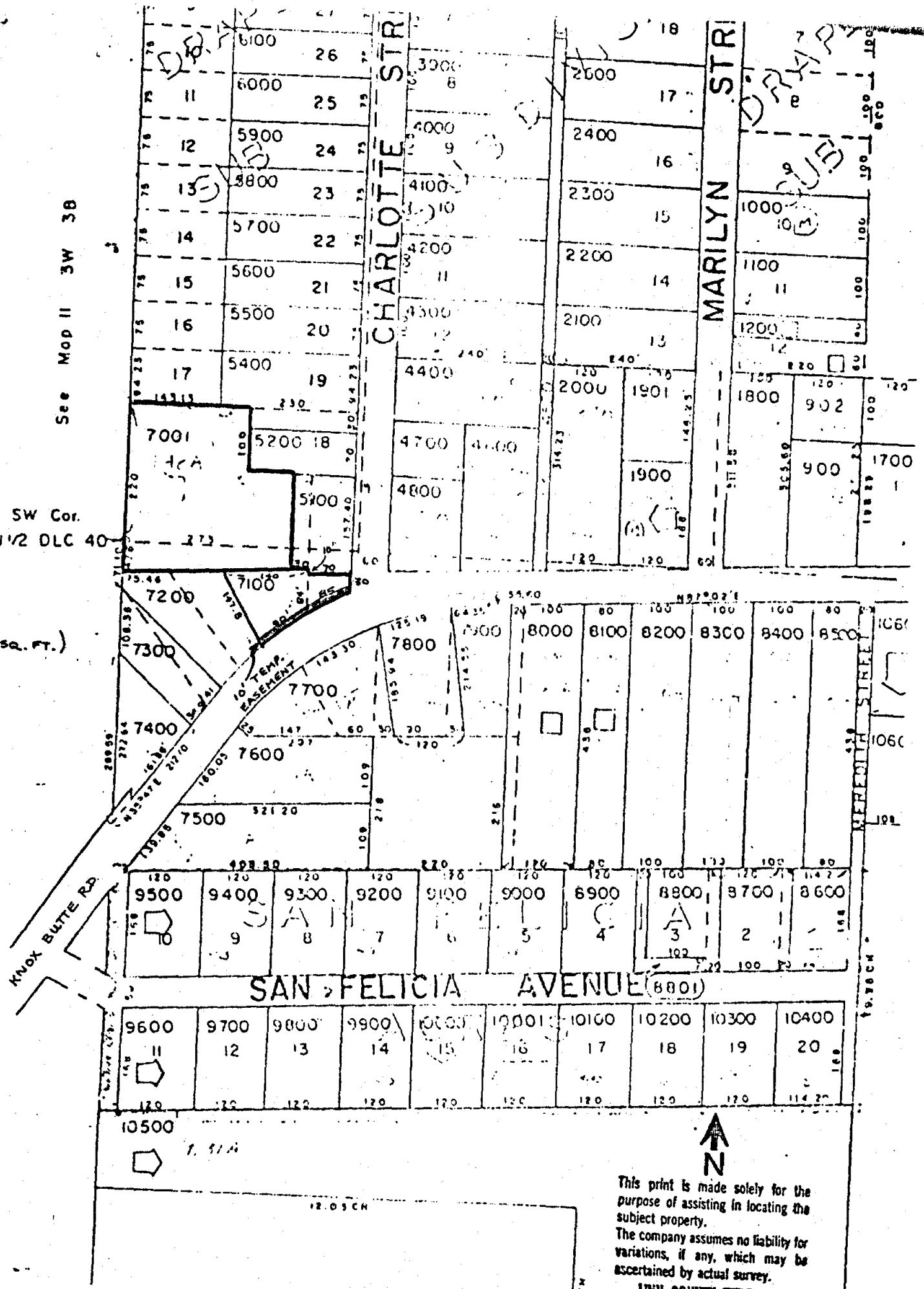
Temporary Easement Description

A strip of land 10.00 feet in width, the southeasterly line of which is the southeasterly property line of the parcel described above (said property line being also the northwesterly right-of-way line of Knox Butte Road), said strip of land running the entire length of said parcel's frontage along Knox Butte Road.

See Map II 3W 38

SW Cor. N/2 D1C 40

(1,745 sq. ft.)



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.

UNN COUNTY TITLE CO.

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 26 day of July,
1982, by and between ELMER W. LARKIN

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. Should there be any interference with the grantors fence, such fence will be replaced.

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 20 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 One hundred fifty x x x dollars (\$150.00) for the temporary easement; and
 - b. the additional sum of Five hundred twenty three dollars (\$523.00) 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.

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

Elmer W. Larkin

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

On this 26th day of July, 1982 personally appeared the above named Elmer W. Larkin and acknowledged the foregoing instrument to be their voluntary act and deed.



Subscribed and sworn to before me this 26th day of July, 1982.

Linda A. Stetter
Notary Public for Oregon
My Commission Expires: 3/30/85

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

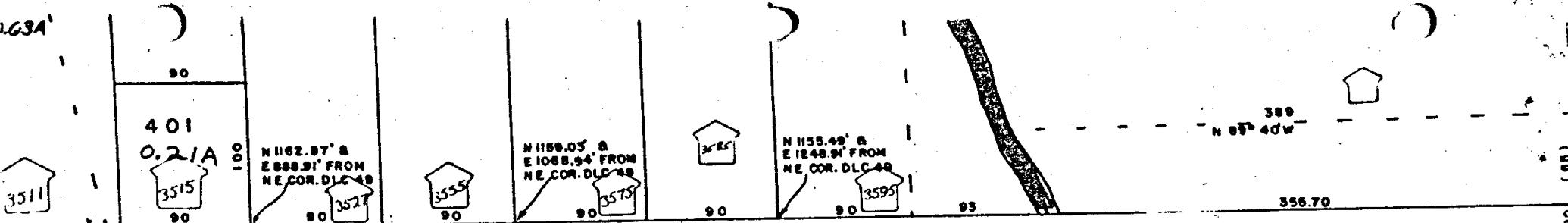
I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

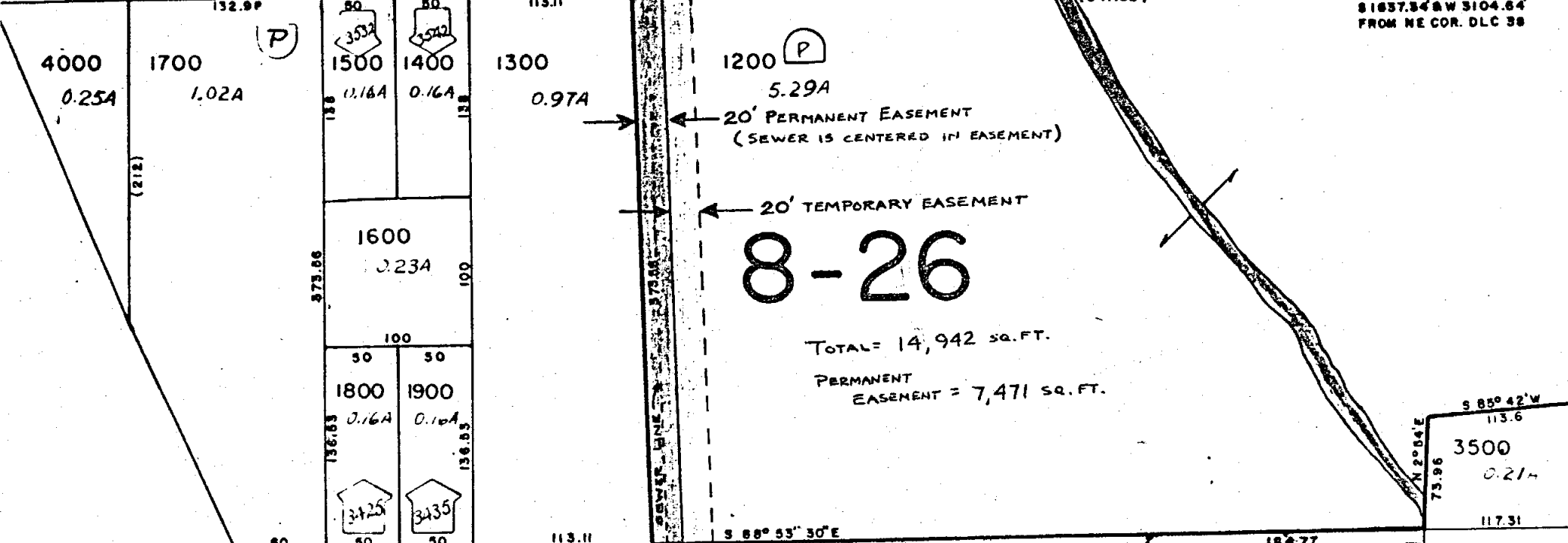
CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

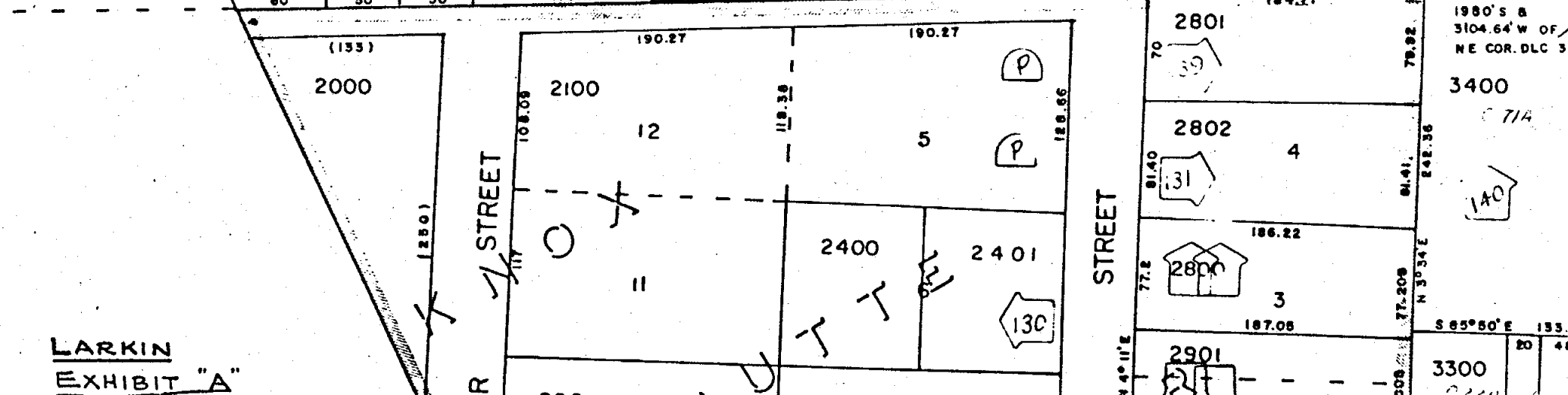


DUNLAP AVENUE



8-26

TOTAL = 14,942 SQ. FT.
 PERMANENT EASEMENT = 7,471 SQ. FT.



LARKIN EXHIBIT "A"

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 9th day of July,
1982, by and between RICHARD L. & FRANKIE B. QUIGLEY

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 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 construction of the said sewer.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
a temporary easement which covers a strip of land 10 feet in width for the purpose of construction,

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.
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:
the sum of ONE HUNDRED FIFTY dollars (\$ 150.00)
for the temporary 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.

Richard L. Cragley
Leanna B. Cragley

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

On this 9th day of July, 1982 personally appeared the above named Richard L. Cragley and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 9th day of July, 1982.

Leona A. Pettengill
Notary Public for Oregon
My Commission Expires: 3/30/85

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

I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

STATE OF OREGON)
County of Lincoln) ss
City of McCary)

On this 12 Day of July, 1982 personally appeared
the above named Frankie Rowland
and acknowledged ~~the foregoing instrument to be thier~~ voluntary act
and deed.

Subscribed and sworn to before me this 12 day of July, 1982.

M. J. & Co.

Notary Public for Oregon

My Commision Expires 7/13/83

Parcel Description

Beginning at a 3/4 inch iron rod on the West line of and South 0°14' East 177.46 feet from the Northwest corner of the South half of the Matthew C. Chambers Donation Land Claim No. 40, in Section 3, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence South 47°02' East 172.05 feet to a 3/4 inch iron rod on the Northwesterly right of way line of Linn County Market Road No. 7; thence South 35°56' West along said right of way 212.7 feet to a 3/4 inch iron rod on the West line of Donation Land Claim No. 40; thence North 0°14' West 289.59 feet to the place of beginning.

EXCEPTING that portion which was made part of Linn Roadway in deed recorded December 23, 1977 in Microfilm Records 186, page 967, Linn County Records, and any other portion of the parcel described above lying within the public right-of-way of Knox Butte Road.

Temporary Easement Deescription

A strip of land 10.00 feet in width, the southeasterly line of which is the southeasterly property line of the parcel described above (said property line being also the northwesterly right-of-way line of Knox Butte Road), said strip of land running the entire length of said parcel's frontage along Knox Butte Road.



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.

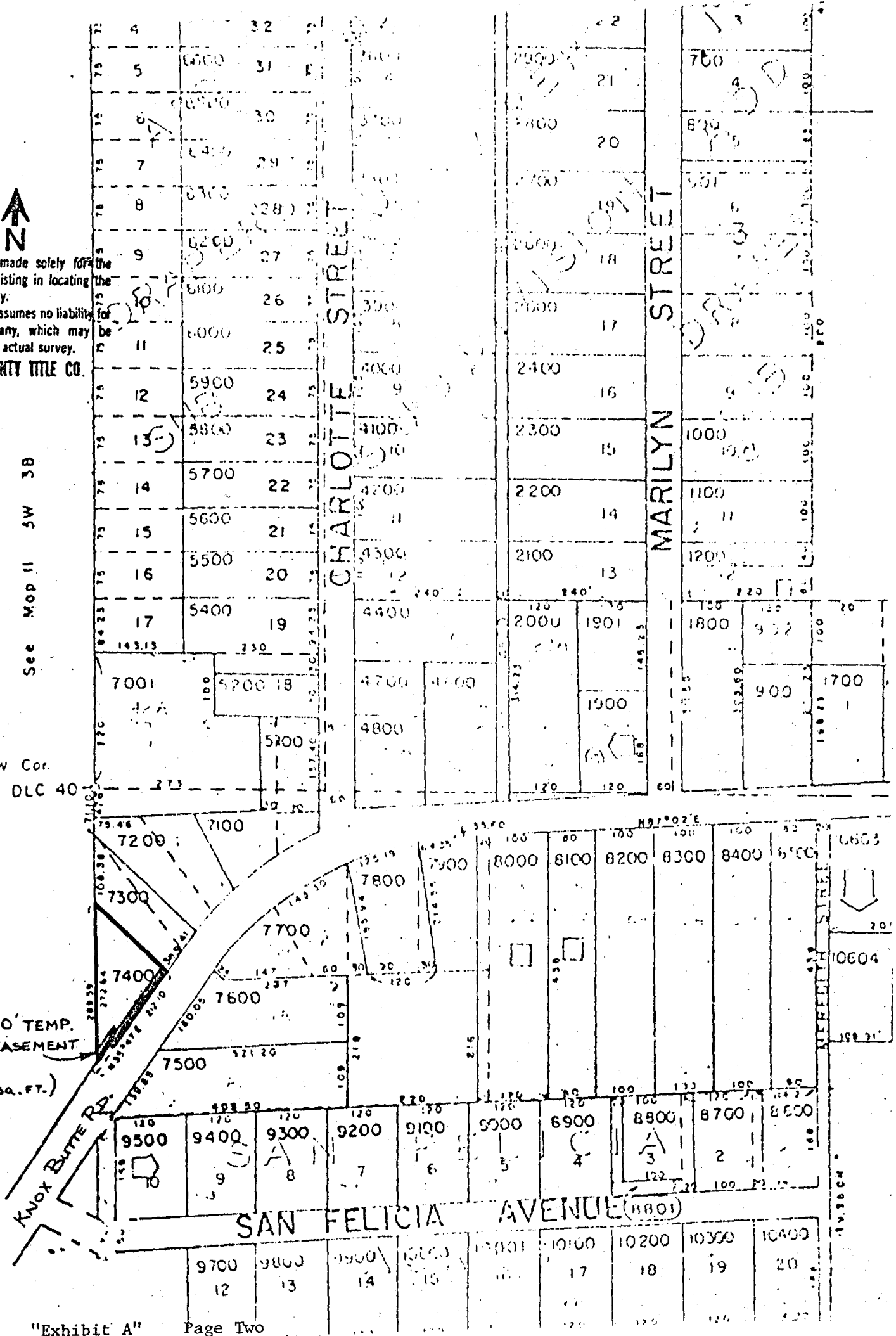
LEWIS COUNTY TITLE CO.

See Map II SW 3B

SW Cor.
N 1/2 DLC 40

10' TEMP. EASEMENT

(2,127 sq. ft.)



EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 19th day of July, 19 82, by and between ROBERT E. FRAZZINI

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 15 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 ONE HUNDRED FIFTY dollars (\$ 150.00) for the temporary easement; and
 - b. the additional sum of TWO HUNDRED FORTY dollars (\$ 240.00) 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.

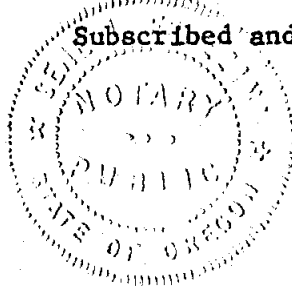
6. The Grantors do hereby covenant with the City that they are lawfully seized and possessed of the real property above described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

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

Robert E. Frazzini

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

On this 19th day of July, 1982 personally appeared the above named Robert E. FRAZZINI and acknowledged the foregoing instrument to be their voluntary act and deed.



Subscribed and sworn to before me this 19th day of July, 1982.

[Signature]
Notary Public for Oregon
My Commission Expires: 7/7/84

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

I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

Parcel Description

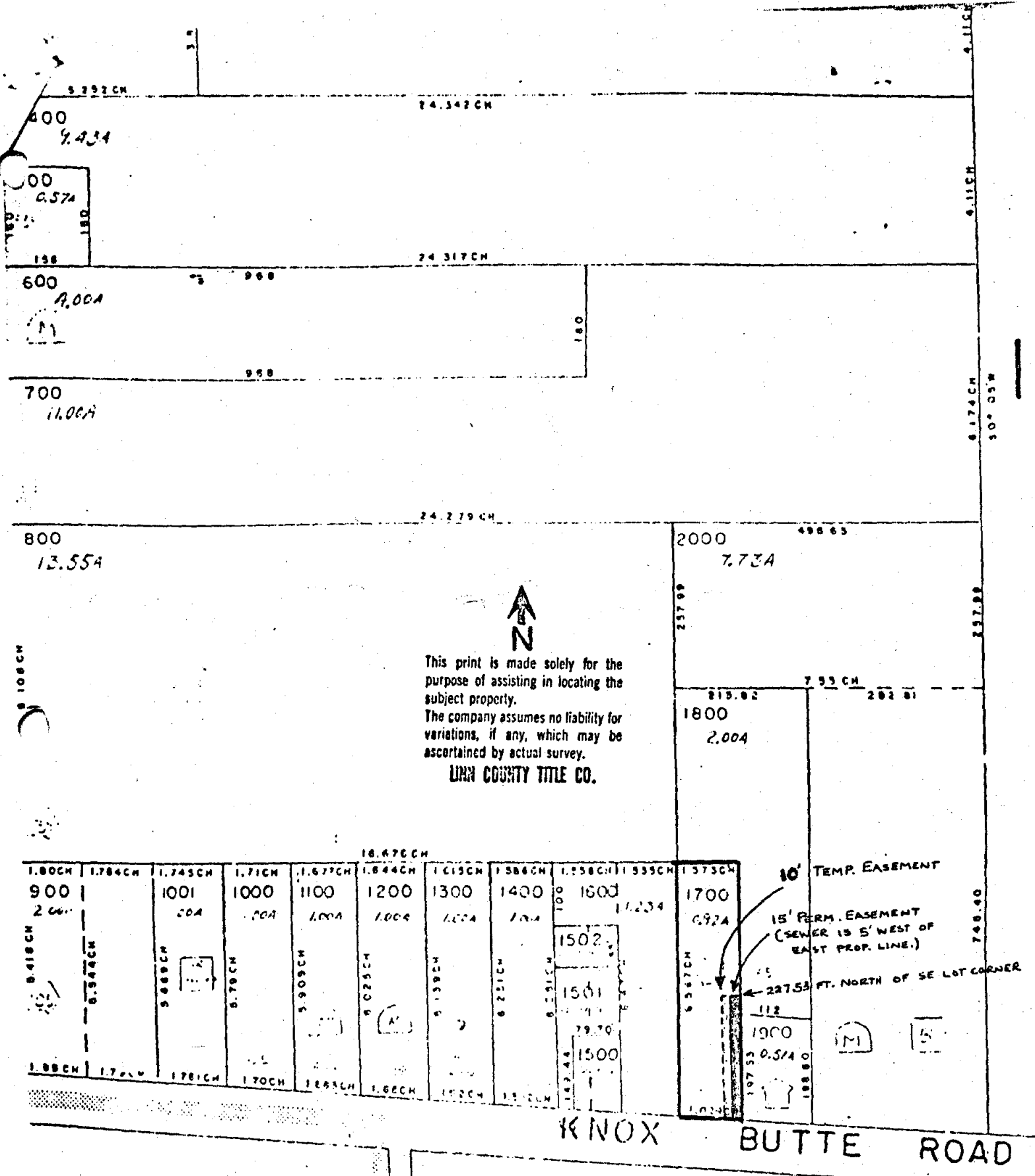
Beginning at a 1 inch pipe 34.952 chains South 0°05' West and 7.555 chains North 89°39' West of the Northeast corner of the Robert Houston Donation Land Claim No. 38 in Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence South 0°05' West 6.576 chains to the center line of the Market Road; thence South 85°41' East along the center line of said road 1.476 chains; thence North 0°57' East 6.674 chains to a 3/4 inch pipe; thence North 89°39' West 1.573 chains to the place of beginning, situated in the County of Linn, State of Oregon. Save and except, that portion of the parcel described above lying within the public right-of-way of Knox Butte Road.


Permanent Easement Description

Beginning at the intersection of the North right-of-way line of Knox Butte Road and the East line of the parcel described above; thence North 0°57' East 227.53 feet along the East line of said parcel; thence North 89°03' West 15.00 feet; thence South 0°57' West to the North right-of-way line of Knox Butte Road; thence South 85°41' East along the North right-of-way line of said road to the point of beginning.

Temporary Easement Description

Beginning at a point on the North right-of-way line of Knox Butte Road, said point being 15.00 feet West of the East line of the parcel described above as measured perpendicularly from said East line; thence North 0°57' East to a point which is North 0°57' East 227.53 feet and North 89°03' West 15.00 feet from the intersection of the North right-of-way line of Knox Butte Road and the East line of the parcel described above; thence North 89°03' West 10.00 feet; thence South 0°57' West to the North right-of-way line of Knox Butte Road; thence South 85°41' East along the North right-of-way line of said road to the point of beginning.




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LINN COUNTY TITLE CO.

TOTAL = 5,688. SQ. FT. (PERM. = 3,413. SQ. FT.)

See Map II 3W 3C

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 9th day of July,
19 82, by and between DOROTHY ROSS

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 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 construction of the said sewer.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
a temporary easement which covers a strip of land 10 feet in width for the purpose of construction,

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.
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:
the sum of ONE HUNDRED FIFTY dollars (\$150.00)
for the temporary 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.

Dorothy Ross

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

On this 9th day of July, 1982 personally appeared the above named Dorothy Ross and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 9th day of July, 1982

Uroa a Kottenger
Notary Public for Oregon

My Commission Expires: 3/30/85

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

I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

Parcel Description

Beginning at a 3/4 inch iron bolt on the West line of and South 0°14' East 71.10 feet from the Northwest corner of the South one-half of the Matthew C. Chambers Donation Land Claim No. 40 in Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence South 0°14' East along the West line of Claim No. 40, a distance of 106.36 feet to a 3/4 inch iron rod; thence South 47°02' East 172.05 feet to a 3/4 inch iron rod on the Northwesterly right of way line of Linn County Market Road No. 7; thence North 35°56' East along said right of way 36.9 feet to a 3/4 inch iron bolt; thence along said right of way on a 603 foot radius curve to the right (chord of which bears North 37°53' East 41.0 feet) a distance of 41.01 feet to a 3/4 inch iron rod; thence North 47°02' West 236.64 feet to the point of beginning. Save and except any portion of the parcel described above lying within the public right-of-way of Knox Butte Road.

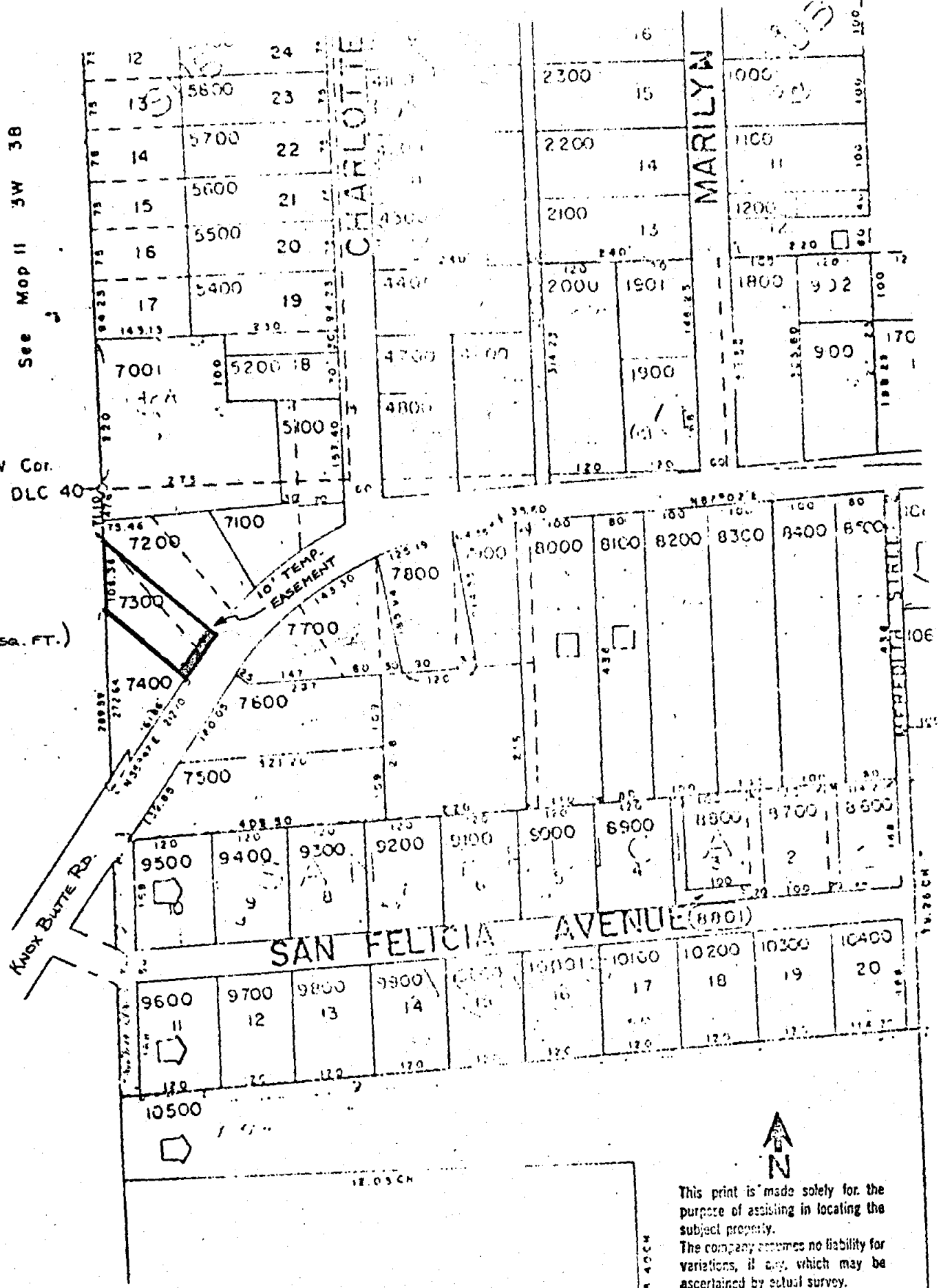
Temporary Easement Description


A strip of land 10.00 feet in width, the southeasterly line of which is the southeasterly property line of the parcel described above (said property line being also the northwesterly right-of-way line of Knox Butte Road), said strip of land running the entire length of said parcel's frontage along Knox Butte Road.

See Map II SW 38

SW Cor. N 1/2 DLC 40

(775 sq. ft.)




 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.
 LINN COUNTY TIRE CO.

See

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 21 day of July,
1982, by and between NANCY LYNN REMONENG

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 ~~XXXXXXXXXXXXXXXXXXXX~~ 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 construction of the said sewer. Should there be any interference with the grantors landscaping, such landscaping will either be replaced or just compensation will be awarded. This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
a temporary easement which covers a strip of land 15 feet in width for the purpose of construction,

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.
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:
the sum of ONE HUNDRED FIFTY dollars (\$ 150.00)
for the temporary 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.

Nancy Lynn Remoneng

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

On this 21st day of July, 1982 personally appeared the above named Nancy Lynn Remoneng and acknowledged the foregoing instrument to be their voluntary act and deed.



Subscribed and sworn to before me this 21st day of July, 1982

Nancy Lynn Remoneng
Notary Public for Oregon
My Commission Expires: 3/30/85

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

I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

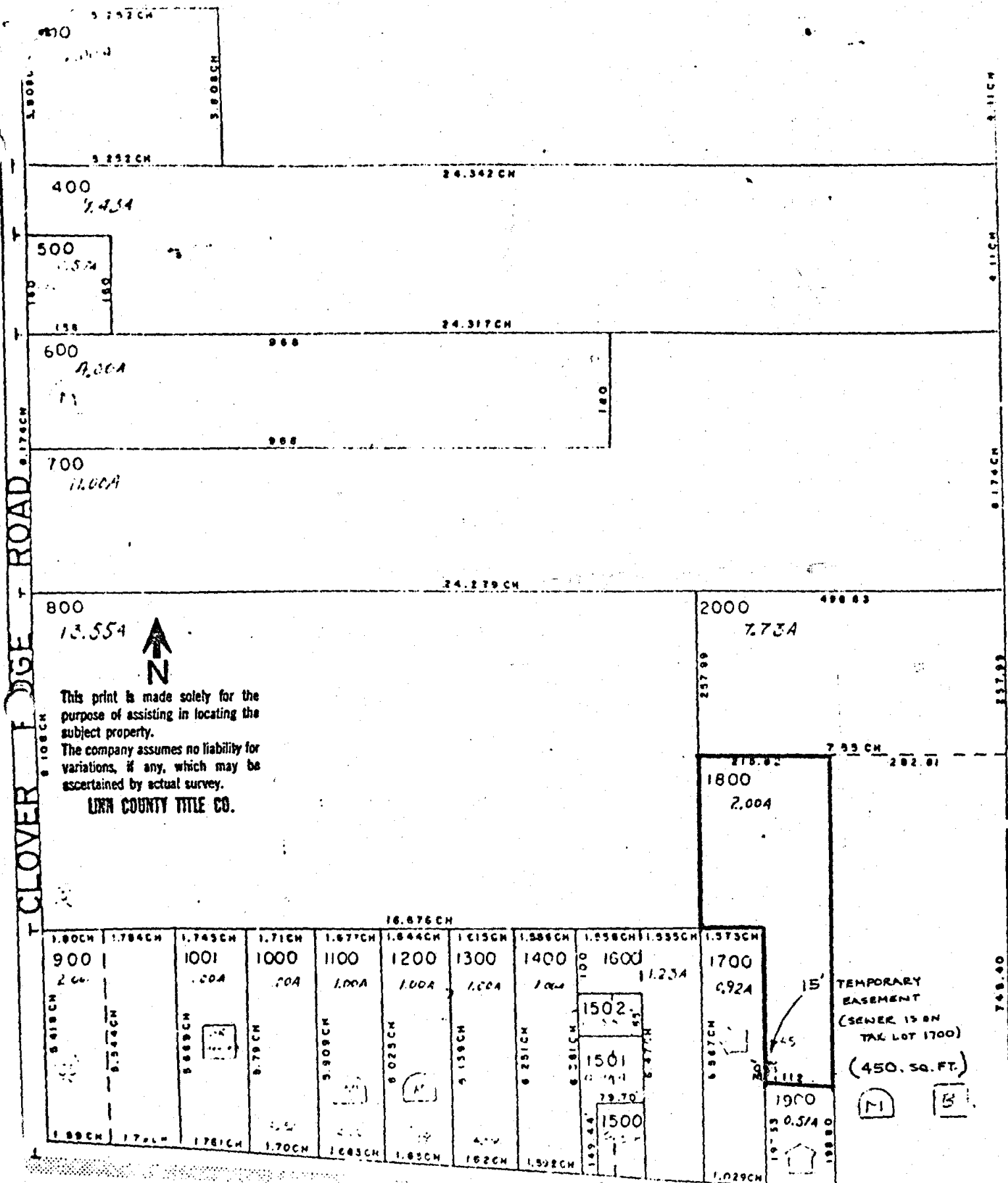
[Signature]
Recorder

Parcel Description

Beginning 30.753 chains South $0^{\circ}05'$ West and North $89^{\circ}39'$ West 7.555 chains from the Northeast corner of the Robert Houston Donation Land Claim No. 38, in Section 3, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence South $0^{\circ}05'$ West 4.199 chains; thence South $89^{\circ}39'$ East 103.82 feet; thence South $0^{\circ}57'$ West 242.85 feet; thence South $86^{\circ}14'$ East 112.0 feet; thence North $0^{\circ}28'$ East 526.88 feet; thence North $89^{\circ}39'$ West 215.82 feet to the point of beginning.

Temporary Easement Description

Beginning at the most southerly West corner of the above-described parcel; thence North $0^{\circ}57'$ East 30.00 feet; thence South $89^{\circ}03'$ West 15.00 feet; thence South $0^{\circ}57'$ West to a point on the most southerly line of said parcel; thence North $86^{\circ}14'$ East to the point of beginning.



CLOVERIDGE ROAD

KNOX BUTTE ROAD

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 9th day of July, 1982, by and between STEVEN K. CARLSON

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 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 construction of the said sewer.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
a temporary easement which covers a strip of land 10 feet in width for the purpose of construction,

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.
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:
the sum of ONE HUNDRED FIFTY dollars (\$ 150.00)
for the temporary 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.

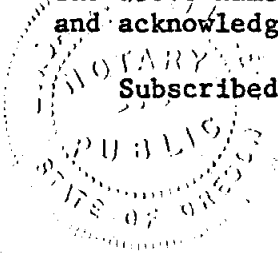
IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year below written.

Steven K. Carlson

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

On this 9th day of July, 1982 personally appeared the above named Steven K. Carlson and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 9th day of July, 1982.



Lura A. Kettinger
Notary Public for Oregon
My Commission Expires: 3/30/85

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

I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

Parcel Description

Beginning at a point on the West line of and South $0^{\circ}14'$; East 71.10 feet from the Northwest corner of the South half of the Matthew C. Chambers DLC No. 40 in Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; running thence North $0^{\circ}14'$ West along the West line of said claim 40 a distance of 23.5 feet; thence North $87^{\circ}02'$ East 163.28 feet; thence South $29^{\circ}31\frac{1}{2}'$ East 147.80 feet to a point on the Northwesterly right of way line of Linn County Market Road No. 7; thence along said right of way on a 603 foot radius curve to the left (the chord of which bears South $44^{\circ}06\frac{1}{2}'$ West 90 feet) a distance of 90.02 feet to a point which is South $47^{\circ}02'$ East of the point of beginning; thence North $47^{\circ}02'$ West 236.64 feet to the point of beginning. Save and except any portion of the parcel described above lying within the public right-of-way of Knox Butte Road.

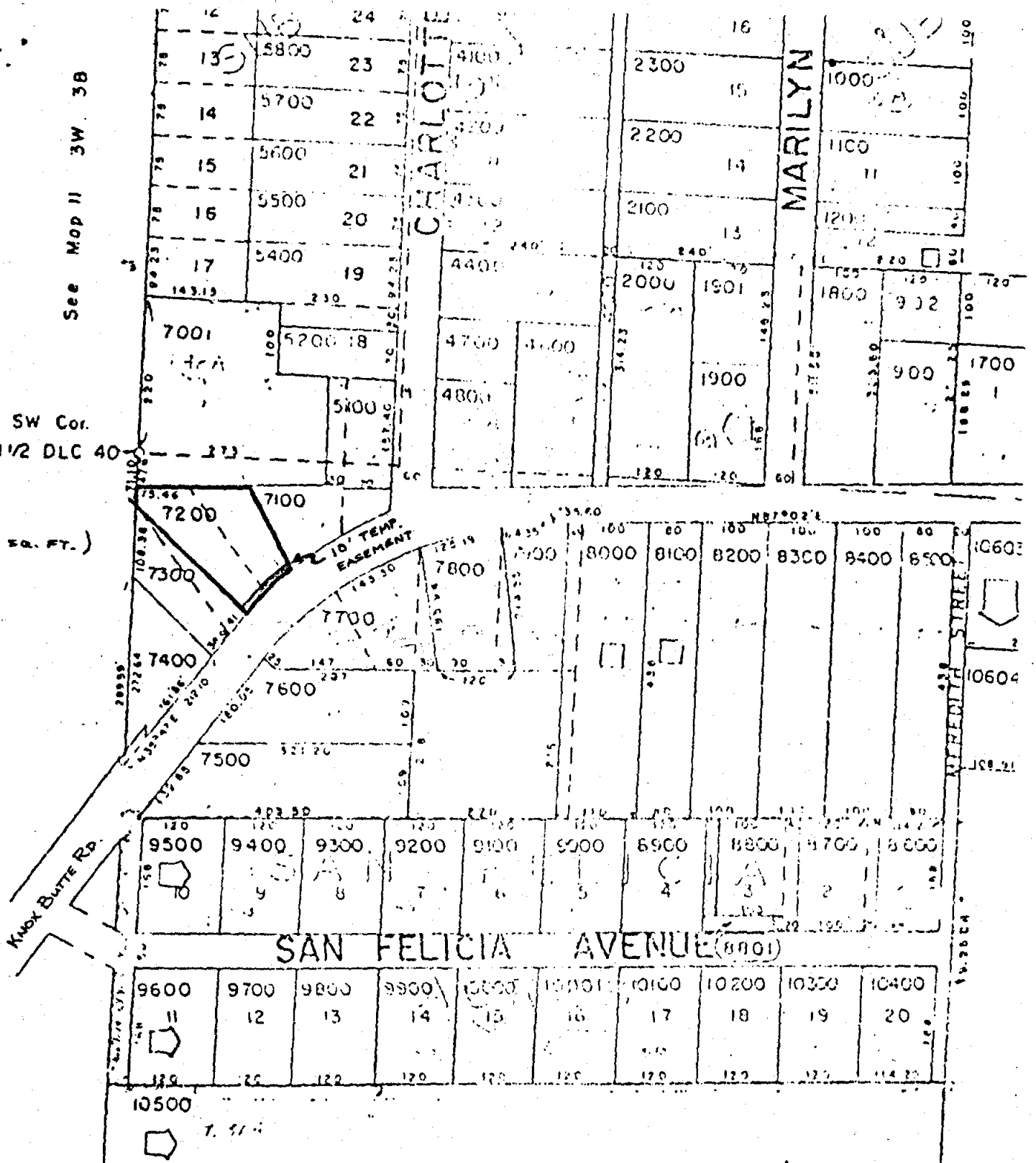
Temporary Easement Description

A strip of land 10.00 feet in width, the southeasterly line of which is the southeasterly property line of the parcel described above (said property line being also the northwesterly right-of-way line of Knox Butte Road), said strip of land running the entire length of said parcel's frontage along Knox Butte Road.

See Map II 3W 3B

SW Cor.
N 1/2 DLC 40

(895 SQ. FT.)



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 TWP 3B

See

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 9th day of July,
1982, by and between AGNES M. JAMES

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 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 construction of the said sewer.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
a temporary easement which covers a strip of land 15 feet in width for the purpose of construction,

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.
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:
the sum of ONE HUNDRED FIFTY dollars (\$ 150.00)
for the temporary 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.

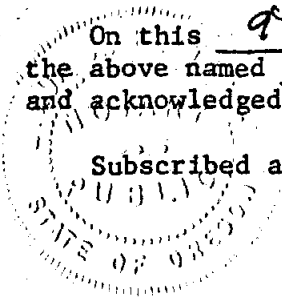
6. The Grantors do hereby covenant with the City that they are lawfully seized and possessed of the real property above described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

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

(x) Agnes M. James

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

On this 9th day of July, 1982 personally appeared the above named Agnes M. James and acknowledged the foregoing instrument to be their voluntary act and deed.



Subscribed and sworn to before me this 9th day of July, 1982.

Linda A. Bittenger

Notary Public for Oregon
My Commission Expires: 3/30/85

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

I, Donald W. Brudvig, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2342, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: July 29, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

Parcel Description

Beginning at a $\frac{1}{2}$ " bolt which bears North $85^{\circ}41'$ West 402.58 feet from a point on the East line of and South $0^{\circ}05'$ West 42.047 chains from the Northeast corner of the Robert Houston Donation Land Claim No. 36, in Township 10 and 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, said point of beginning being in the center line of Linn County Market Road No. 7 and being also the Southeast corner of that certain tract of land conveyed to Gerald and Bertha M. Workinger and recorded in Book 205, page 233, Deed Records; thence North $0^{\circ}57'$ East 197.63 feet to a $\frac{1}{2}$ " rod; thence South $86^{\circ}14'$ East 112 feet to a $\frac{1}{2}$ " rod; thence South $0^{\circ}28'$ West 198.80 feet to the center line of Market Road No. 7; thence North $85^{\circ}41'$ West 113.64 feet to the place of beginning. Save and except, that portion of the parcel described above lying within the public right-of-way of Knox Butte Road.

Temporary Easement Description

Beginning at the intersection of the North right-of-way line of Knox Butte Road and the West line of the parcel described above; thence North $0^{\circ}57'$ East along the West line of said parcel to a $\frac{1}{2}$ " rod at the Northwest corner of said parcel; thence South $86^{\circ}14'$ East along the North line of said parcel to a point which is 15.00 feet East of the West line of said parcel as measured perpendicularly from said West line; thence South $0^{\circ}57'$ West to the North right-of-way line of Knox Butte Road; thence North $85^{\circ}41'$ West along the North right-of-way line of said road to the point of beginning.

