

RESOLUTION NO. 2200

BE IT RESOLVED by the Mayor and members of the Albany City Council that the following easements be accepted on behalf of the City:

<u>Grantor</u>	<u>Purpose</u>
Bonneville Power Administration	Land Use Agreement
Jim Jacobs & Irvin & Lois Gerig	Easement for Construction of a Sanitary Sewer
Jim Jacobs & Irvin Gerig	Easement for Maintenance of a Sanitary Sewer
Wayne Schmidt	Easement for Maintenance of a Drainage Way
Wayne Schmidt	Easement for Construction of a Sanitary Sewer
Wayne Schmidt	Easement for Maintenance of a Sanitary Sewer
Wayne Schmidt	Easement for Maintenance of a Sanitary Sewer
C.C.M.W. Company	Easement for Maintenance of a Sanitary Sewer

DATED this 17th day of September, 1980



ATTEST:

  
City Recorder

  
Mayor



*Rec'd  
8-26-80  
ape*

Department of Energy  
Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208

In reply refer to: ELMC  
Tract Nos. AL-11, AL-11A, DA-50,  
DA-51, DA-52  
LAND USE No. 80184

AUG 25 1980

Mr. James Rankin  
City Engineer Pro Tem  
City of Albany  
P.O. Box 490  
Albany, Oregon 97321

Dear Mr. Rankin:

In accordance with your request, enclosed are the original and one copy of a Land Use Agreement covering the City's use of our Detroit-Albany (operated as Santiam-Albany No. 1) and Albany-Lebanon transmission line rights-of-way for a road and an underground sewage lift station and pressure line.

Please have both copies signed by the proper official and return the fully signed original to this office. The copy is for the City to retain as their record.

Sincerely,

*Dorothy L. Monroe*  
Dorothy L. Monroe, Chief  
Land Management Section  
Division of Land

Enclosure

cc:  
Mr. Wayne Schmidt  
2110 SE. Highway 34  
Albany, Oregon 97321



Department of Energy  
Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208

In reply refer to: ELMC  
Tract Nos. AL-11, AL-11A, DA-50,  
DA-51, and DA-52  
LAND USE No. 80184

AUG 25 1980

Line: Detroit-Albany  
(operated as  
Santiam-Albany);  
Albany-Lebanon

City of Albany  
P.O. Box 490  
Albany, Oregon 97321

Gentlemen:

**Subject:** Use of Bonneville Power Administration easement area for the construction, use, and maintenance of a road (41st Ave.) between structures identified as AL 3/2 and 3/3 of the Albany-Lebanon line; and for the installation, use, and maintenance of an underground sewage lift station, approximately 60 feet southwest of structure identified as SANT ALB 27/1 of the Detroit-Albany (operated as Santiam-Albany No. 1) line, together with an underground 4-inch pvc pressure line extending approximately 3000 feet to the east to approximate survey station 1402+71.9, all within a portion of the Truet Davis DLC No. 54, Section 19, and the Robert Pentland DLC No. 69, Sections 19 and 20, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon

The above-described use of this easement area has been determined not to be a hazard to nor an interference with the Bonneville Power Administration's present use of this easement for electric transmission line purposes. Accordingly, there is no objection to such use, subject to the condition, however, that if such use should at any time become a hazard to the presently installed electrical facilities of the Administration, or any facilities added or constructed in the future, or should such use interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to remove such hazard or interference at no expense to the Administration.

You, of course, will have to assume all risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury as the Administration may be responsible for

Land Use Agreement with City of Albany, Albany, OR, dated AUG 25 1980 ;  
Subject: Road, Underground Sewage Lift Station, and Underground 4-Inch  
PVC Pressure Line

under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to the Administration's property caused by or resulting from your use of the easement area may be repaired by the Administration, and the actual cost of such repair shall be charged against and be paid by you.

The following conditions also must be complied with:

1. A reduced copy of the plat of Marion Industrial Park showing the approximate locations of the road (41st Ave.) and the underground sewage lift station, is attached hereto as Exhibit A, and a typical detail drawing of the pump station is attached as Exhibit B. Said drawings were submitted with your application of July 23, 1980. The 4-inch underground pressure line will be located approximately within 10 feet from the southerly edge of the Administration's Detroit-Albany (operated as Santiam-Albany No. 1) transmission line right-of-way.
2. The construction, use, and maintenance of your facilities shall be at no cost to the Administration and shall in no respect interfere with the Administration's operation and maintenance of its electrical facilities.
3. Access to the transmission line structures and to and along the rights-of-way by the Administration's maintenance force shall not be interfered with or obstructed.
4. You shall provide access to our structures from the proposed road.
5. You must maintain a minimum clearance of 15 feet between the conductor and your construction equipment at the pumping station.
6. The 4-inch pressure line shall be buried with a minimum cover of 24 inches. You shall mark with permanent type markers the points where the pipe line enters and leaves the rights-of-way.
7. The Administration shall not be liable for any damage to the road and underground facilities located within the rights-of-way which might occur during maintenance or reconstruction of its facilities; nor shall the Administration be liable for damage to property or injury to persons which may occur as a result of said road and underground facilities being within the rights-of-way.

Land Use Agreement with City of Albany, Albany, OR, dated AUG 25 1980 ;  
Subject: Road, Underground Sewage Lift Station, and Underground 4-Inch  
PVC Pressure Line

NOTE: Your attention is also invited to the following:

- 1. No buildings or structures of any kind will be allowed within the rights-of-way.
- 2. No storage of flammable materials will be allowed within the rights-of-way.
- 3. Any other proposed use of the rights-of-way should first be cleared with the Bonneville Power Administration.

It is understood that the rights granted you hereunder by the Bonneville Power Administration are limited to the rights acquired by the Administration, which are easement rights only, subject to existing rights of other parties, and that you will acquire the necessary rights from the owner of the underlying fee.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of the Administration.

This agreement will become effective upon your returning this letter with your approving signature to the Bonneville Power Administration at P.O. Box 3621, Portland, Oregon 97208. The copy is for you to retain as your record.

Sincerely,

*Margaret M. Kageler*  
 Margaret M. Kageler, Chief  
 Title & Land Management Branch  
 Division of Land

The terms and conditions of the above Land Use Agreement are accepted  
this 25<sup>th</sup> day of September, 1980.

CITY OF ALBANY

By Richard S. Olsen  
 Title Mayor

# MARION INDUSTRIAL PARK

IN THE TRUETT DAVIS D.L.C. NO. 54  
 IN THE NW 1/4 & NE 1/4, SECTION 19, T11S, R3W, W.M.  
 LINN COUNTY, OREGON

SCALE: 1"=100'

JUNE 10, 1980

1. MONUMENT FOUND  
 2. 5/8" IRON ROD SET  
 3. DATA OF RECORD

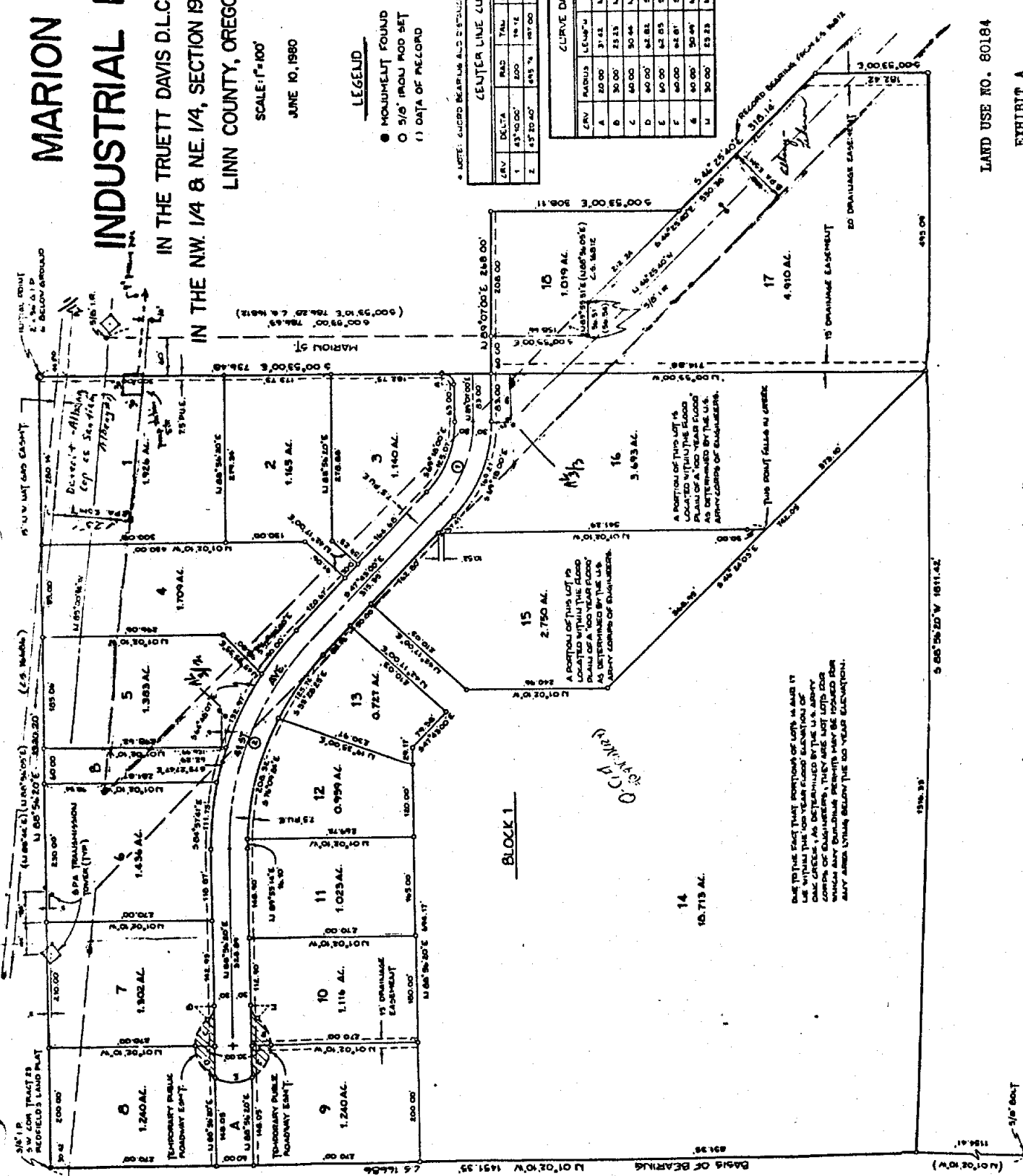
### LEGEND

- MONUMENT FOUND
- 5/8" IRON ROD SET
- ( ) DATA OF RECORD

\* NOTE: CURVED BEARINGS AND DISTANCES NOTED ON ALL CURVES.

CRV	DELTA	RAD	TAN	LENGTH	CHORD
1	15° 20' 40"	200	19.16	105.88	8.87' 10.00" E 187.14
2	15° 20' 40"	445.74	447.00	375.03	3.85' 23.30" E 388.15

CRV	RADIUS	LENG <sup>TH</sup>	CHORD
A	20.00	31.42	1.64' 07.00" E 28.28
B	30.00	23.23	1.66' 51.94" W 24.49
C	40.00	25.44	1.64' 51.42" W 24.97
D	40.00	25.44	5.98' 34.20" W 40.00
E	40.00	25.44	9.07' 02.10" E 40.00
F	40.00	25.44	8.97' 02.35" E 34.98
G	40.00	25.44	1.64' 51.24" E 48.01
H	30.00	23.23	1.64' 50.39" E 24.49



NOTE: THE FACT THAT PORTIONS OF LOTS 14 AND 17 ARE WITHIN THE 100-YEAR FLOOD ELEVATION OF THE U.S. ARMY CORPS OF ENGINEERS, THEY ARE NOT LOTS FOR WHICH ANY BUILDING PERMITS MAY BE ISSUED OR ANY AREA LYING BELOW THE 100-YEAR ELEVATION.

LAND USE NO. 80184

EXHIBIT A

(THIS IS A REDUCED COPY)

RECORD 76 4.6. 1980

(SEE IT)

(SEE IT)

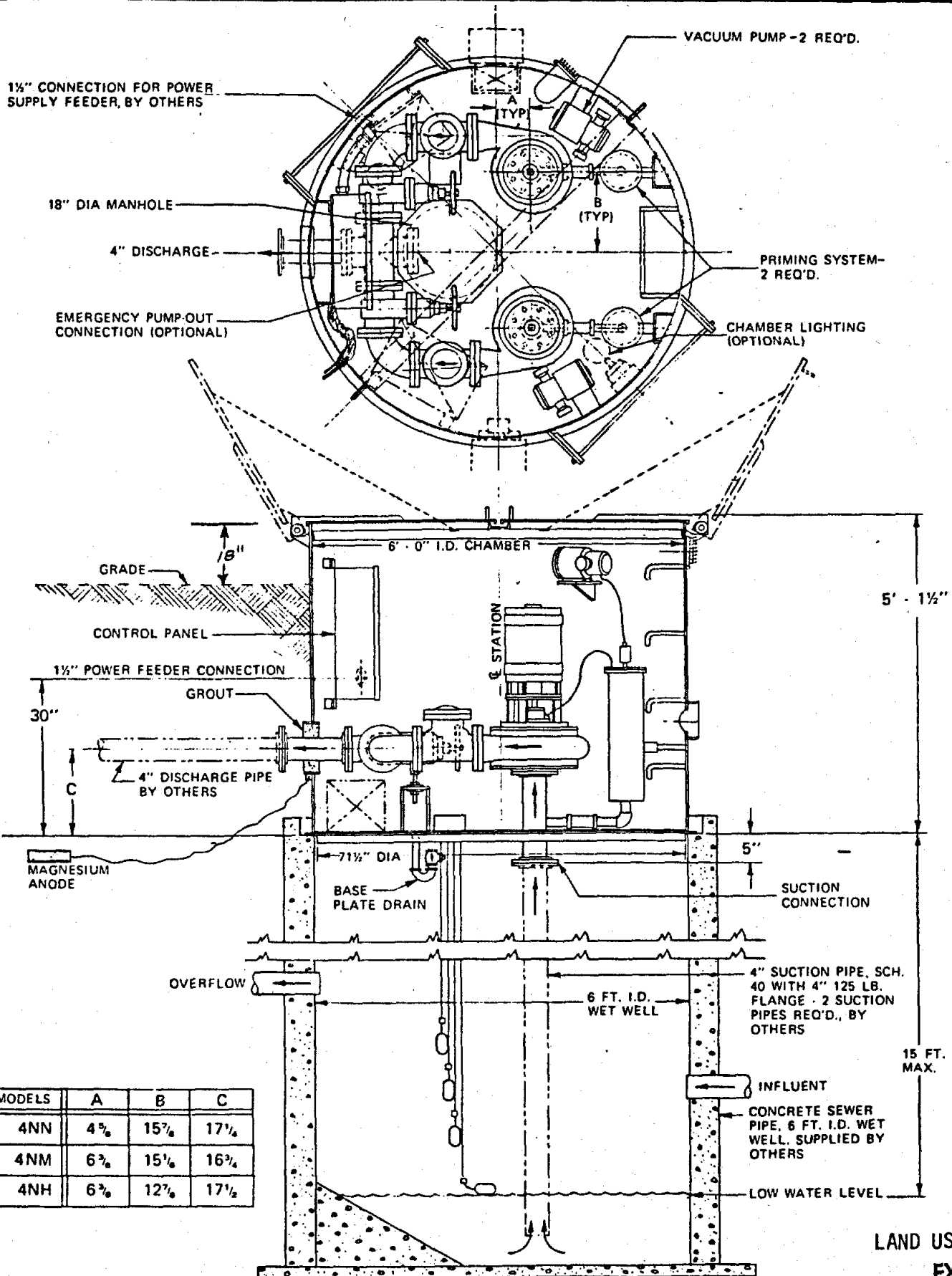
5/8" BOLT

SEE COR T DAVIS  
 D.L.C. NO. 54



**Enpo-Cornell Pump Company**  
 A DIVISION OF  
**Roper Industries, Inc. (Ohio)**  
 420 EAST THIRD STREET, PIQUA, OHIO 45358

**TYPICAL SPECIFICATIONS  
 POSI-PRIME "TWO"  
 PUMPING STATION**



MODELS	A	B	C
4NN	4 3/8	15 3/8	17 1/2
4NM	6 3/8	15 1/8	16 3/4
4NH	6 3/8	12 3/8	17 1/2

LAND USE No. 80184  
 EXHIBIT B

TEMPORARY EASEMENT FOR CONSTRUCTION OF

A SANITARY SEWER

THIS AGREEMENT, made and entered into this 25th day of  
August, 19 80, by and between  
Jim Jacobs - Conservator and Irvin Gerig and Lois Gerig

herein called grantors, and the CITY OF ALBANY, a Municipal  
corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of -----  
-----No Dollars and No/100-----DOLLARS  
( \$0.00 ) cash in hand paid, the receipt of which  
is hereby acknowledged, the grantors have this day bargained and  
sold and by these presents do bargain, sell, convey and transfer  
unto the City of Albany, a temporary easement and right-of-way,  
including the temporary right to enter upon the real property  
hereinafter described at any time that it may see fit, 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.

The temporary construction easement and right-of-way hereby granted  
covers a strip of land one-hundred (100) feet in width, located within  
tax lot 11-3W-20-600, Linn County, Oregon, and is more specifically  
described as follows:

Beginning at a point that is N 00° 51' 00" W, 2281.94'  
and S 85° 00' 14" E, 20.10' from the SE corner of the  
Truett Davis D.L.C. #54, said point being on the east  
R/W line of Lochner Road as described in County Survey  
16686; thence N 00° 51' 00" W, 50.26'; thence S 85° 00'  
14" E, 1669.96' more or less to the west boundary of  
Nelson Mobile Home Village as described in County  
Survey 16311; thence S 00° 27' 25" W, 100.52'; thence  
N 85° 00' 14" W, 1670.04' more or less; thence N 00°  
51' 00" W, 50.26' to the point of beginning.

This temporary easement shall expire upon the completion of the construction  
of the project identified as SS-80-2 by the City of Albany Engineering  
Department.

TO HAVE AND TO HOLD the said easement and right-of-way unto the  
City of Albany and unto its successors.



TEMPORARY EASEMENT FOR CONSTRUCTION OF A SANITARY SEWER

Page 2

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 first hereinabove written.

Jim Jacobs  
Jim Jacobs - Conservator

Lois Gerig  
Irvin Gerig

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

On this 25th day of August, 19 80  
personally appeared the above named Jim Jacobs - Conservator and  
Irvin Gerig and Lois Gerig

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 25th day of \_\_\_\_\_  
August, 1980.

Kate Russell  
Notary Public for Oregon

My Commission Expires: 5-21-84

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2200, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 25, 1980.

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

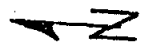
[Signature]  
Recorder

MARION STREET

REFERENCE MAP  
TEMPORARY SANITARY SEWER EASEMENT  
JIM JACOBS, AGENT  
City of Albany  
Engineering Department  
August 12, 1980

ALBANY-SANTIAM CANAL

SOUTHERN PACIFIC RAILROAD



50 Feet

4" Pressure Sewer

100 Foot Temporary Sewer Easement

125' B.R.A. Easement

11 SW 19 TL#100

CASEY ENTERPRISES

11 SW 20 TL#600

ZELLA BURKHART

JIM JACOBS, AGENT

NELSON MOBILE

HOME VILLAGE

LOCHNER ROAD

1

2

3

16

18

17

5

: PERMANENT EASEMENT FOR MAINTENANCE OF  
A SANITARY SEWER

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of August, 19 80, by and between Jim Jacobs - Conservator and Irvin Gerig - Lessee

herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of Four hundred and no/100 (\$400.00) dollars to Jim Jacobs and One hundred and no/100 (\$100.00) dollars to Irvin Gerig cash in hand paid, the receipt of which is hereby acknowledged, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at any time that it may see fit, 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.

The permanent easement and right-of-way hereby granted covers a strip of land twenty (20) feet in width, located within tax lot 11-3W-20-600, Linn County, Oregon, and is more specifically described as follows:

Beginning at a point that is N 00° 51' 00" W, 2271.89' and S 85° 00' 14" E, 20.10' from the SE corner of the Truett Davis D.L.C. #54, said point being on the east R/W line of Lochner Road as described in County Survey 16686; thence S 85° 00' 14" E, 1670' more or less to the west boundary of Nelson Mobile Home Village as described in County Survey 16311; thence N 00° 27' 25" E, 20.06'; thence N 85° 00' 14" W, 1670.43' more or less; thence S 00° 51' 00" E, 20.10' to the point of beginning.

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors and assigns forever.

PERMANENT EASEMENT FOR MAINTENANCE OF A SANITARY SEWER

Page 2

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 first hereinabove written.

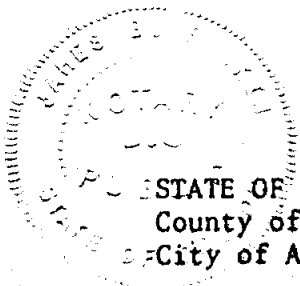
Jim Jacobs  
Jim Jacobs - Conservator  
Irvin Gerig  
Irvin Gerig - Lessee

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

On this 27<sup>th</sup> & 28<sup>th</sup> day of August, 19 80  
personally appeared the above named Messrs. Jim Jacobs  
and Irvin Gerig

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 28<sup>th</sup> day of August, 19 80.



James B. Pelt  
Notary Public for Oregon  
My Commission Expires: Nov. 23, 1982

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2200, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 25, 19 80.

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

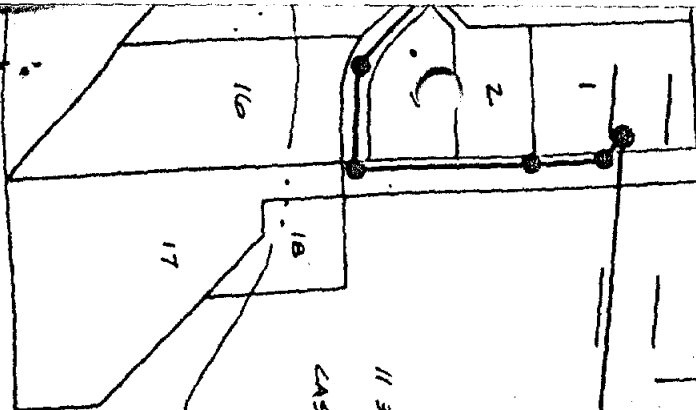
[Signature]  
Recorder

MARION STREET

PERMANENT SANITARY SEWER EASEMENT  
JIM JACOBS, AGENT

City of Albany  
Engineering Department  
August 12, 1980

REFERENCE MAP



11 SW 19 TL#100  
CASEY ENTERPRISES

4" Pressure Sewer

LOCHNER ROAD

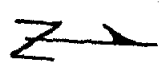
20 Foot Permanent Sewer Easement

11 SW 20 TL#600  
ZELLA BURKHART  
JIM JACOBS, AGENT

SOUTHERN PACIFIC

RAILROAD

ALBANY-SANTIAM CANAL



125' B.P.A. Easement

NELSON MOBILE HOME VILLAGE

P1  
Su

PERMANENT EASEMENT FOR MAINTENANCE OF  
A DRAINAGE WAY

THIS AGREEMENT, made and entered into this 20th day of  
August, 19 80, by and between Wayne Schmidt

herein called grantors, and the CITY OF ALBANY, a Municipal  
corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of -----  
No Dollars and No/100----- DOLLARS  
( \$0.00 ) cash in hand paid, the receipt of which  
is hereby acknowledged, the grantors have this day bargained and  
sold and by these presents do bargain, sell, convey and transfer  
unto the City of Albany, a permanent easement and right-of-way,  
including the perpetual right to enter upon the real property  
hereinafter described at any time that it may see fit, and to construct,  
maintain and repair a storm drainage way for the purpose of conveying  
runoff 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 drain and the further right to remove  
trees, bushes, undergrowth and other obstructions interfering with  
the location, construction and maintenance of the said drainageway.

The easement and right-of-way hereby granted covers a strip of  
land 15 feet in width for the purpose of maintenance over  
Lot #14, Marion Industrial Park. Center line of easement as follows:

Beginning at the SE corner of Lot #9, Marion Industrial  
Park running thence S 01° 02' 10" E, a distance of 175  
feet more or less to the center line of creek.

TO HAVE AND TO HOLD the said easement and right-of-way unto the  
City of Albany and unto its successors and assigns forever.

PERMANENT EASEMENT FOR MAINTENANCE OF A DRAINAGEWAY  
Page 2

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 first hereinabove written.

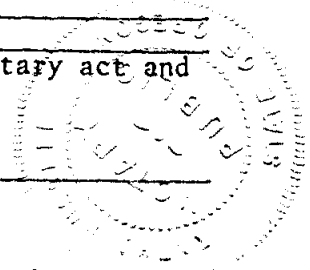
Wayne Schmidt  
\_\_\_\_\_

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

On this 20th day of August, 19 80  
personally appeared the above named Wayne Schmidt

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 20th day of August, 19 80.



Kari Russell  
Notary Public for Oregon

My Commission Expires: 5-21-84

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2200, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 25, 19 80.

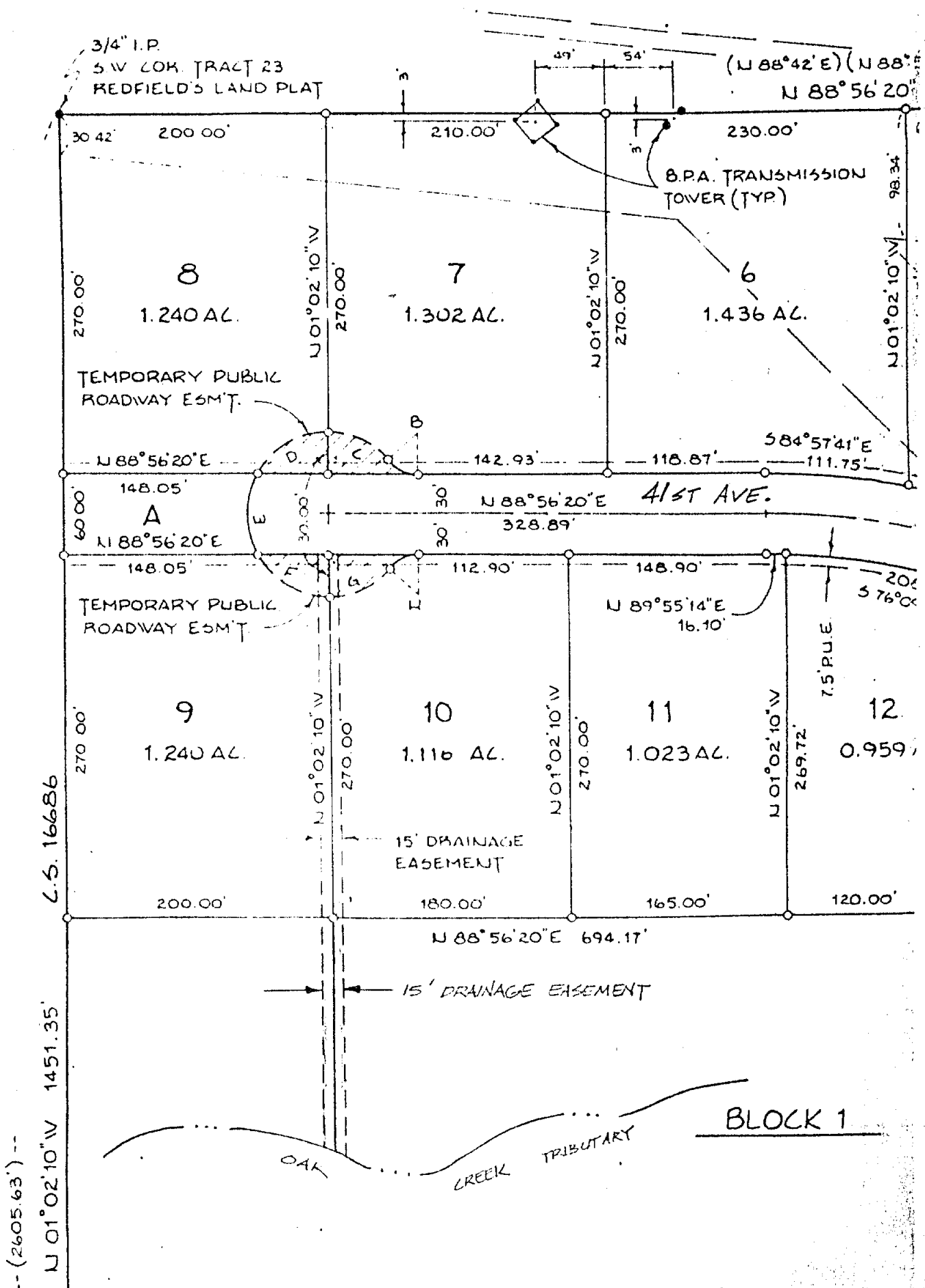
CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

[Signature]  
Recorder

REFERENCE MAP  
DRAINAGEWAY EASEMENT  
MARION INDUSTRIAL PARK

City of Albany  
Engineering Dept.  
August 18, 1980





TEMPORARY EASEMENT FOR CONSTRUCTION OF  
A SANITARY SEWER

THIS AGREEMENT, made and entered into this 18th day of  
August, 1980, by and between \_\_\_\_\_  
Wayne Schmidt

\_\_\_\_\_ herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_  
\_\_\_\_\_ No Dollars and No/100 \_\_\_\_\_ DOLLARS  
( \$0.00 ) cash in hand paid, the receipt of which is hereby acknowledged, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, a temporary easement and right-of-way, including the temporary right to enter upon the real property hereinafter described at any time that it may see fit, 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.

The temporary construction easement and right-of-way hereby granted covers a strip of land one-hundred (100) feet in width, located within tax lot 11-3W-19-100, Linn County, Oregon, and is more specifically described as follows:

Beginning at a point that is S 00° 53' 00" E, 160.41' and S 85° 00' 14" E, 60.32' of the NE corner of Lot #1, Marion Industrial Park; thence S 00° 53' 00" E, 50.26'; thence S 85° 00' 14" E, 1296.46' to the west R/W line of Lochner Road (as described in County Survey 16686); thence N 00° 51' 00" W, 100.52'; thence N 85° 00' 14" W, 1296.52'; thence S 00° 53' 00" E, 50.26' to the point of beginning.

This temporary easement shall expire upon the completion of the construction of the project identified as SS-80-2 by the City of Albany Engineering Department.

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors.

TEMPORARY EASEMENT FOR CONSTRUCTION OF A SANITARY SEWER

Page 2

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 first hereinabove written.

Wayne Schmidt  
Bernard Miller

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

On this 18th day of August, 19 80  
personally appeared the above named Wayne Schmidt and  
Bernard Miller

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 18th day of August, 19 80.

Kathleen Russell  
Notary Public for Oregon

My Commission Expires: 5-21-84

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2200, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

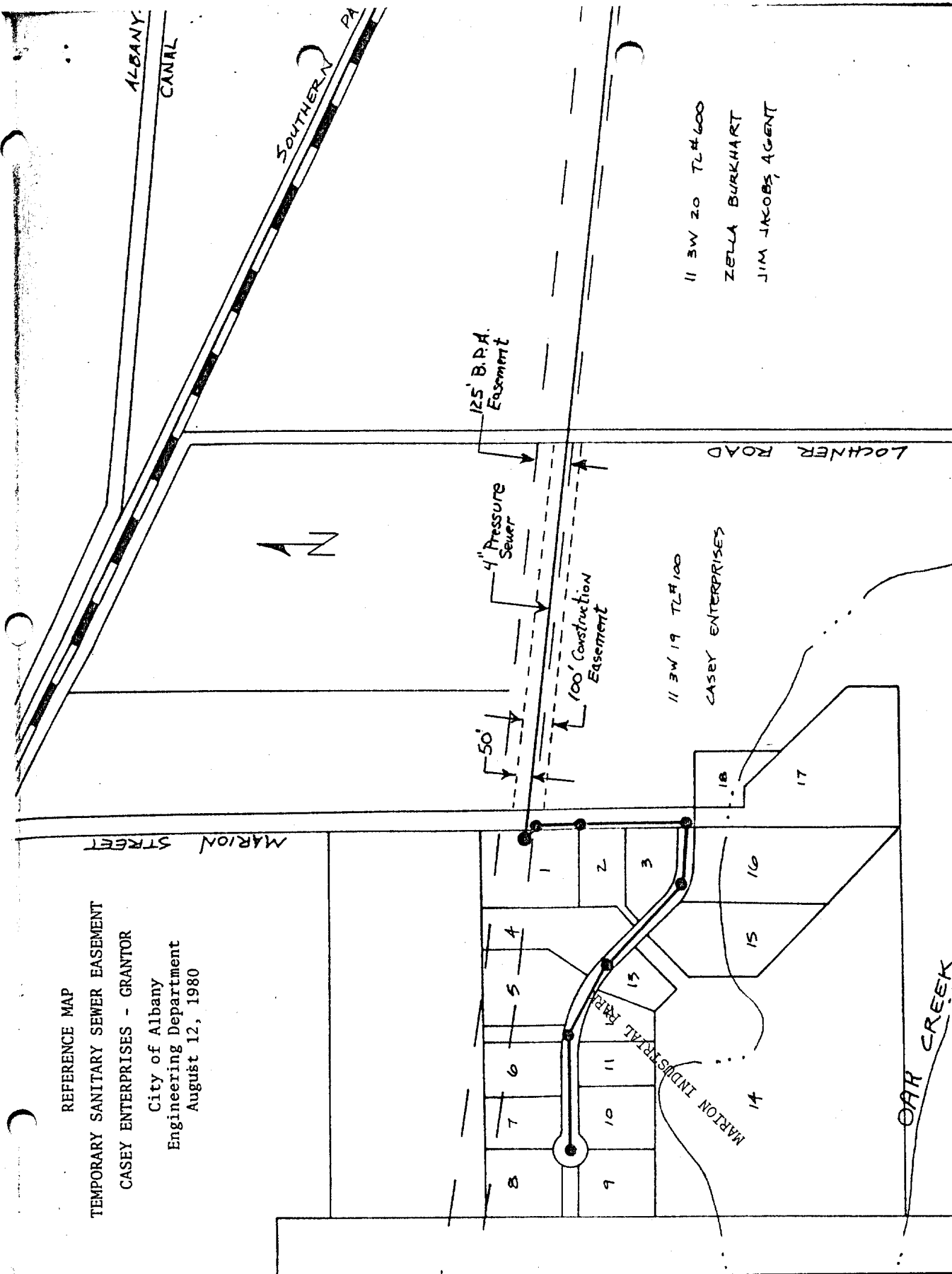
Dated: September 25, 19 80.

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

[Signature]  
Recorder

REFERENCE MAP  
 TEMPORARY SANITARY SEWER EASEMENT  
 CASEY ENTERPRISES - GRANTOR  
 City of Albany  
 Engineering Department  
 August 12, 1980



11 SW 20 TL#600  
 ZELLA BURKHART  
 JIM JACOBS, AGENT

11 SW 19 TL#100  
 CASEY ENTERPRISES

OAR CREEK

MARION STREET

LOCHNER ROAD

ALBANY  
 CANAL

SOUTHERN  
 PA

125' B.P.A.  
 Easement

4" Pressure  
 Sewer

50'

100' Construction  
 Easement

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

MARION INDUSTRIAL PARK

PERMANENT EASEMENT FOR MAINTENANCE OF  
SANITARY SEWER

THIS AGREEMENT, made and entered into this 20th day of  
August, 19 80, by and between \_\_\_\_\_  
Wayne Schmidt

\_\_\_\_\_ herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_  
-----No Dollars and No/100----- DOLLARS  
( \$0.00 ) cash in hand paid, the receipt of which is hereby acknowledged, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at any time that it may see fit, 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.

The permanent easement and right-of-way hereby granted covers a strip of land twenty (20) feet in width, located within tax lot 11-3W-19-100, Linn County, Oregon, and is more specifically described as follows:

Beginning at a point that is S 00° 53' 00" E, 170.46' and S 85° 00' 14" E, 487.71' from the NE corner of Lot #1, Marion Industrial Park; thence S 85° 00' 14" E, 869.10' to the west R/W line of Lochner Road (as described in County Survey 16686); thence N 00° 51' 00" W, 20.10'; thence N 85° 00' 14" W, 869.11'; thence S 00° 53' 00" E, 20.11' to the point of beginning.

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors and assigns forever.

PERMANENT EASEMENT FOR MAINTENANCE OF A SANITARY SEWER

Page 2

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 first hereinabove written.

Wayne Schmidt

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

On this 20th day of August, 19 80  
personally appeared the above named Wayne Schmidt

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 20th day of August, 19 80

Kathie Russell  
Notary Public for Oregon

My Commission Expires: 5-21-84

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2200, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

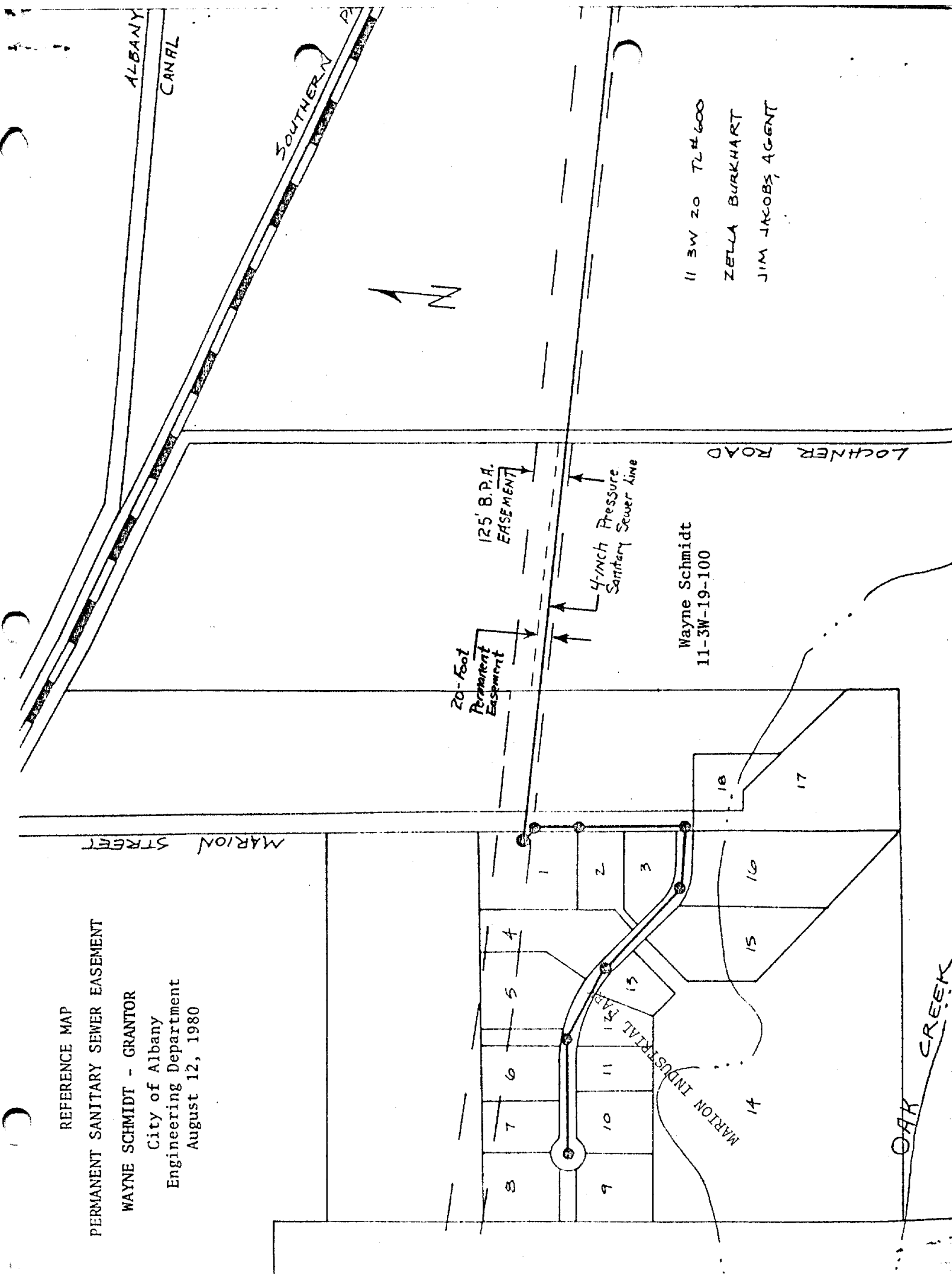
Dated: September 25, 19 80

CITY OF ALBANY, OREGON

Richard S. Olsen  
Mayor

[Signature]  
Recorder

REFERENCE MAP  
 PERMANENT SANITARY SEWER EASEMENT  
 WAYNE SCHMIDT - GRANTOR  
 City of Albany  
 Engineering Department  
 August 12, 1980



11 3W 20 7L#600  
 ZELLA BURKHART  
 JIM JACOBS, AGENT

Wayne Schmidt  
 11-3W-19-100

20-foot  
 Permanent  
 Easement

125' B.P.A.  
 EASEMENT

4-inch Pressure  
 Sanitary Sewer Line

LOCHNER ROAD

MARION STREET

ALBANY  
 CANAL

SOUTHERN  
 RAILWAY

MARION INDUSTRIAL PARK

OAK  
 CREEK

PERMANENT EASEMENT FOR MAINTENANCE OF  
SANITARY SEWER

THIS AGREEMENT, made and entered into this 18th day of  
August, 1980, by and between \_\_\_\_\_  
Wayne Schmidt

\_\_\_\_\_ herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_  
-----No Dollars and No/100----- DOLLARS  
( \$0.00 ) cash in hand paid, the receipt of which is hereby acknowledged, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at any time that it may see fit, 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.

The permanent easement and right-of-way hereby granted and is more specifically described as follows:

Beginning at a point that is S 00° 53' 00" E, 139.8 feet from the northeast corner of Lot #1 of Marion Industrial Park, as recorded within Linn County, Oregon; thence N 85° 00' 14" W 30.0 feet; thence S 00° 53' 00" E, 30.0 feet, thence S 85° 00' 14" E, 30.0 feet along the southern boundary of the Bonneville Power Administration easement; then N 00° 53' 00" W, 30.0 feet along the west right-of-way of Marion Street to the point of beginning.

TO HAVE AND TO HOLD the said easement and right-of-way unto the City of Albany and unto its successors and assigns forever.

PERMANENT EASEMENT FOR MAINTENANCE OF A SANITARY SEWER

Page 2

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 first hereinabove written.

Wayne Schmidt  
\_\_\_\_\_

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

On this 18th day of August, 19 80  
personally appeared the above named Wayne Schmidt

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 18th day of August, 19 80.

Kathie Russell  
Notary Public for Oregon

My Commission Expires: 5-21-84

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2200, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 25, 19 80.

CITY OF ALBANY, OREGON

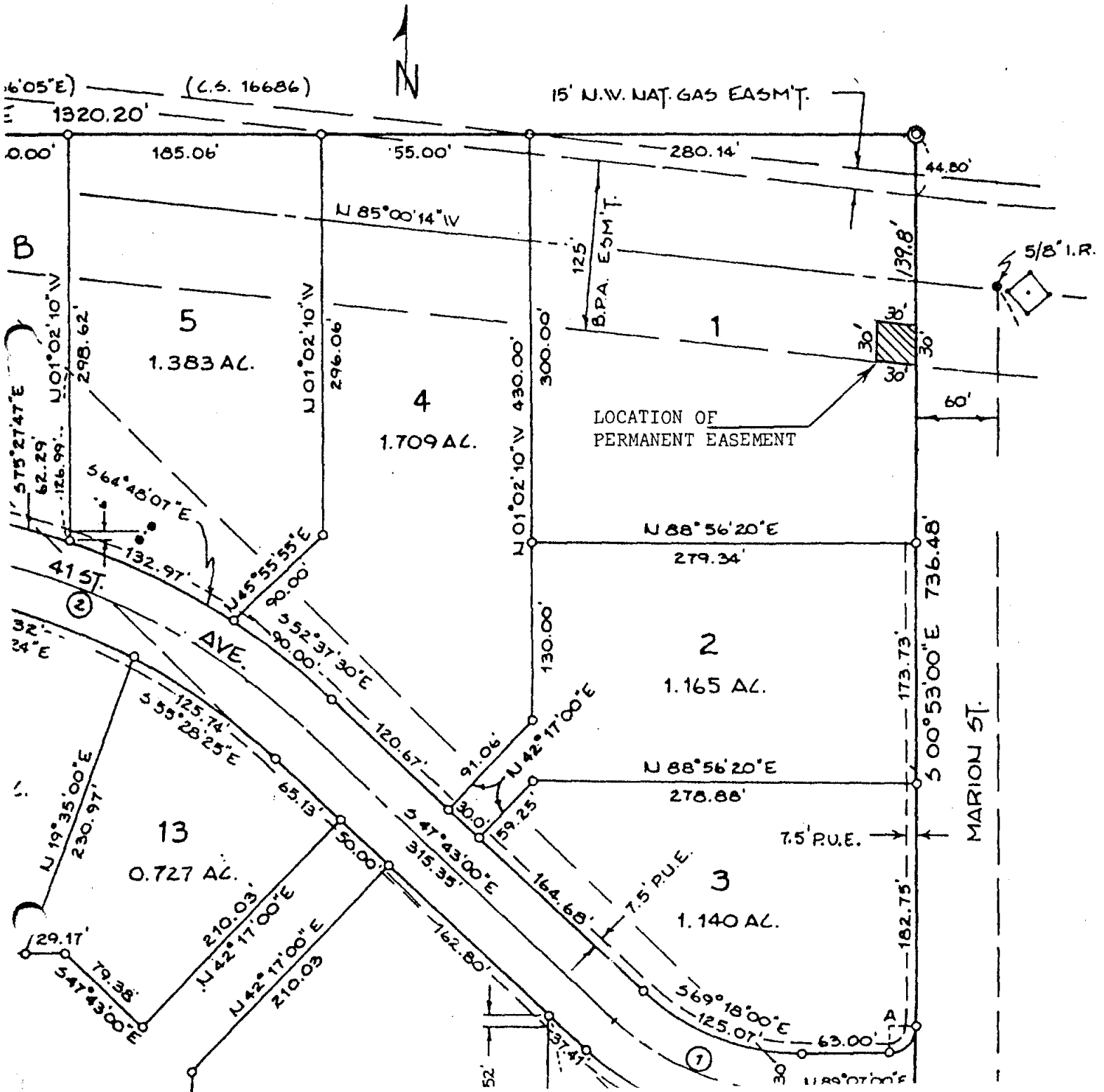
Richard S. Olsen  
Mayor

H. Ellulay  
Recorder



REFERENCE MAP  
 SANITARY SEWER EASEMENT  
 MARION INDUSTRIAL PARK

City of Albany  
 Engineering Department  
 August 12, 1980



PERMANENT EASEMENT FOR MAINTENANCE OF  
SANITARY SEWER

THIS AGREEMENT, made and entered into this 20th day of  
August, 19 80, by and between \_\_\_\_\_  
C.C.M.W. Company

herein called grantors, and the CITY OF ALBANY, a Municipal  
corporation, herein called "City"

WITNESSETH:

That for and in consideration of the sum of \_\_\_\_\_  
-----No Dollars and No/100 ----- DOLLARS  
( \$0.00 ) cash in hand paid, the receipt of which  
is hereby acknowledged, the grantors have this day bargained and  
sold and by these presents do bargain, sell, convey and transfer  
unto the City of Albany, a permanent easement and right-of-way,  
including the perpetual right to enter upon the real property  
hereinafter described at any time that it may see fit, 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.

The easement and right-of-way hereby granted covers a strip of  
land twenty (20) feet in width, located within tax lot 11-3W-19-104,  
Linn County, Oregon, and is more specifically described as follows:

Beginning at a point that is S 00° 53' 00" E, 170.46' and  
S 85° 00' 14" E, 60.32' from the NE corner of Lot #1,  
Marion Industrial Park; thence S 85° 00' 14" E, 427.39';  
thence N 00° 51' 00" W, 20.10; thence N 85° 00' 14" W, 427.39';  
thence S 00° 53' 00" E, 20.11' to the point of beginning.

TO HAVE AND TO HOLD the said easement and right-of-way unto the  
City of Albany and unto its successors and assigns forever.

PERMANENT EASEMENT FOR MAINTENANCE OF A SANITARY SEWER

Page 2

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 first hereinabove written.

C.C.M.W.  
Bernard Miller

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

On this 20th day of August, 1980  
personally appeared the above named Bernard Miller  
for C.C.M.W. Company

and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 20th day of August, 1980.

[Signature]  
Notary Public for Oregon

My Commission Expires: 5-21-84

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

I, Richard S. Olsen, as Mayor of the City of Albany, Oregon, pursuant to Resolution Number 2200, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

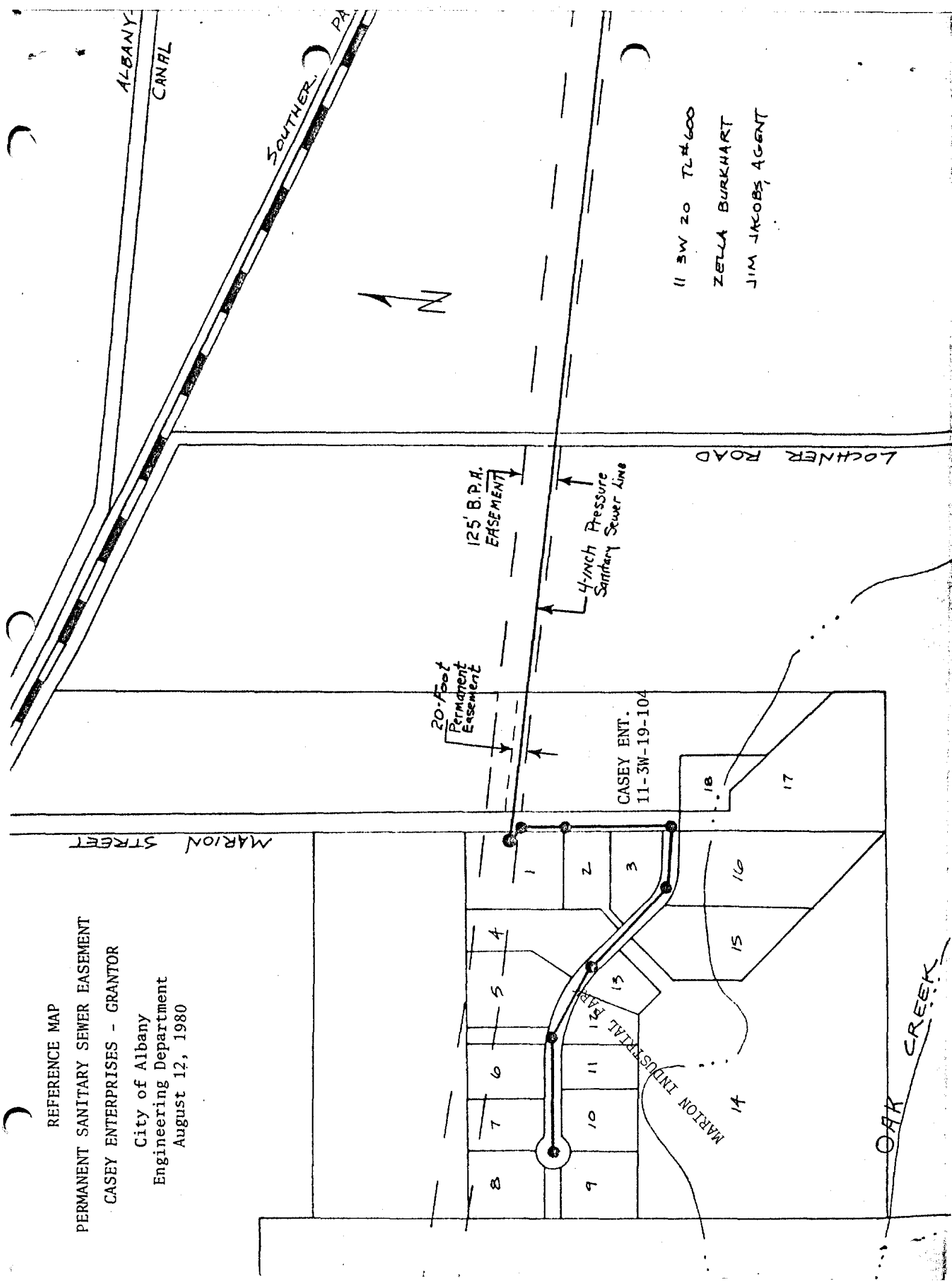
Dated: September 25, 1980.

CITY OF ALBANY, OREGON  
Richard S. Olsen  
Mayor

[Signature]  
Recorder

REFERENCE MAP  
PERMANENT SANITARY SEWER EASEMENT  
CASEY ENTERPRISES - GRANTOR

City of Albany  
Engineering Department  
August 12, 1980



11 SW 20 TL#600  
ZELLA BURKHART  
JIM JACOBS, AGENT

