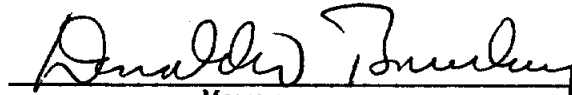


RESOLUTION NO. 2389

NOW, THEREFORE BE IT RESOLVED by the Albany City Council that it does accept the following easements:

<u>Grantor</u>	<u>Purpose</u>
Victor G. Lands, M. D.	For underground and power utilities (See attached Exhibits "A" and B")

DATED this 23rd day of March, 1983.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14th day of February, 1983, by and between Victor G. Lands, M.D. hereinafter called the first party, and City of Albany, a municipal corporation hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Linn County, State of Oregon, to-wit:

See File No 1404

SEE ATTACHED - EXHIBIT A

and has the unrestricted right to grant the easement hereinafter described relative to said real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party an easement for power utility described as follows:

SEE ATTACHED - EXHIBIT B

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than ..... feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

*Victor G. Lands, M.D.*

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of LINN

FEBRUARY 14, 1988

Personally appeared the above named VICTOR G. LANDS, M.D. and acknowledged the foregoing instrument to be his voluntary act and deed.

STATE OF OREGON, County of.....) ss.

....., 19.....

Personally appeared..... and..... who, being duly sworn, each for himself and not one for the other, did say that the former is the..... president and that the latter is the..... secretary of.....

..... a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Before me:  
*Ellen Hirschberger*  
Notary Public for Oregon  
ELLEN HIRSCHBERGER  
My commission expires  
NOTARY PUBLIC - OREGON  
My Commission Expires 1-12-86

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

STATE OF OREGON

County of.....) ss.

I certify that the within instrument was received for record on the day of....., 19....., at..... o'clock..... M., and recorded in book..... on page..... or as file/reel number..... Record of..... of said county. Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDER'S USE

Recording Officer

By..... Deputy

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14th day of February 1983, by and between Victor G. Lands, M.D. hereinafter called the first party, and City of Albany, a municipal corporation hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Linn County, State of Oregon, to-wit:

SEE ATTACHED - EXHIBIT A

and has the unrestricted right to grant the easement hereinafter described relative to said real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party an easement for underground utilities described as follows:

SEE ATTACHED - EXHIBIT B

(Insert here a full description of the nature and type of the easement granted to the second party.) The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

and second party's right of way shall be parallel with said center line and not more than \_\_\_\_\_ feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

*Victor G. Lands, M.D.*

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON, } ss.  
County of CLATSOP,  
FEBRUARY 14, 1983  
Personally appeared the above named  
VICTOR G. LANDS, M.D.  
and acknowledged the foregoing instrument to be  
his voluntary act and deed.

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_\_  
Personally appeared \_\_\_\_\_ and  
\_\_\_\_\_, who, being duly sworn,  
each for himself and not one for the other, did say that the former is the  
\_\_\_\_\_, president and that the latter is the  
\_\_\_\_\_, secretary of \_\_\_\_\_  
\_\_\_\_\_, a corporation,  
and that the seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf  
of said corporation by authority of its board of directors; and each of them  
acknowledged said instrument to be its voluntary act and deed.

Before me:  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_  
(OFFICIAL SEAL)

Before me:  
(OFFICIAL SEAL)  
ELLEN HINCHER  
NOTARY PUBLIC  
My Commission Expires: 1-12-86

AGREEMENT FOR EASEMENT BETWEEN

\_\_\_\_\_  
AND  
\_\_\_\_\_

AFTER RECORDING RETURN TO

STATE OF OREGON

County of \_\_\_\_\_ } ss.  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_, Record of \_\_\_\_\_ of said county. Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDER'S USE

Recording Officer  
Deputy

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14th day of February, 19 83, by and between Victor G. Lands, M.D. hereinafter called the first party, and City of Albany, a municipal corporation hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Linn County, State of Oregon, to-wit:

SEE ATTACHED - EXHIBIT A

FOR EVIDENCE  
RECORDED

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party an easement for underground utilities described as follows:

SEE ATTACHED - EXHIBIT B

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be parallel with said center line and not more than ..... feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

*Victor G. Lands, M.D.*

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Linn } ss.

FEBRUARY 14, 1983

Personally appeared the above named

VICTOR G. LANDS, M.D.

and acknowledged the foregoing instrument to be

his voluntary act and deed.

Before me:  
(OFFICIAL SEAL) *Ellen Hinchberger*  
ELLEN HINCHBERGER  
Notary Public for Oregon  
NOTARY PUBLIC - OREGON  
My commission expires 1-12-86

STATE OF OREGON, County of ..... ) ss.

Personally appeared ..... and  
..... who, being duly sworn,  
each for himself and not one for the other, did say that the former is the  
..... president and that the latter is the  
..... secretary of

....., a corporation,  
and that the seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf  
of said corporation by authority of its board of directors; and each of them  
acknowledged said instrument to be its voluntary act and deed.

Before me:  
.....  
Notary Public for Oregon  
My commission expires: ..... (OFFICIAL SEAL)

AGREEMENT  
FOR EASEMENT  
BETWEEN

AND

AFTER RECORDING RETURN TO

STATE OF OREGON } ss.

County of ..... }

I certify that the within instru-  
ment was received for record on the  
..... day of ....., 19.....,  
at ..... o'clock ..... M., and recorded  
in book ..... on page ..... or as  
file/reel number .....,  
Record of ..... of said county.  
Witness my hand and seal of  
County affixed.

SPACE RESERVED  
FOR  
RECORDER'S USE

Recording Officer  
..... Deputy