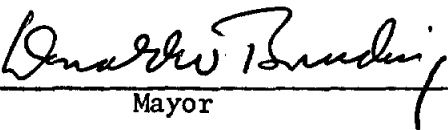


RESOLUTION NO. 2428

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

<u>Grantor</u>	<u>Purpose</u>
Albany Open Bible Standard Church	to construct, maintain and repair sanitary sewer lines (See attached Exhibit "A")

DATED this 28th day of September, 1983

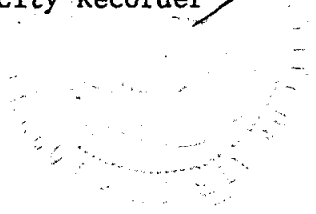


Mayor

ATTEST:



City Recorder



1493

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 24th day of August, 1983, by and between Albany Open Bible Standard Church, a corporation 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 _____ feet in width for the purpose of construction, and
 - b. a permanent easement which covers a strip of land 10 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 _____ dollars (\$ _____) for the temporary easement; and
 - b. the additional sum of One & no/100- - - - - - dollars (\$1.00) 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.

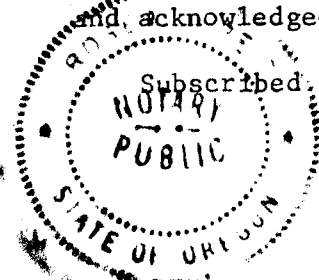
IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year below written.

ALBANY OPEN BIBLE STANDARD CHURCH,
a Corporation

+ Raymond M. Estes Pastor
+ Margaret V. Estes, Sec.

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

On this 24th day of August, 19 83 personally appeared the above named Raymond M. Estes, Chairman; Margaret V. Estes, Secretary and acknowledged the foregoing instrument to be their voluntary act and deed.



Subscribed and sworn to before me this 24th day of August, 19 83.

[Signature]
Notary Public for Oregon

My Commission Expires: 9-5-85

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 2428, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: September 29, 19 83.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder

A 10 foot wide sanitary sewer easement, 5 feet on either side of a center line more fully described as:

Beginning at the intersection of the existing 8" sanitary sewer line and the north block line of Block 2, Mennonite Church Addition to the City of Albany, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon; thence south along the existing sanitary sewer line 100 feet more or less to an existing sanitary sewer manhole; thence east along the existing sanitary sewer line to the east block line of Block 2, Mennonite Church Addition to the City of Albany, and there terminating.

1600

554716

October 18, 1983

STATE OF OREGON
County of Linn

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

Volume: MF 345 Page: 458

At 8:30 O'clock a.m.
Witness My Hand and Seal

DEL W. RILEY
Linn County Clerk

By *[Signature]*
Deputy

[Handwritten notes]
1600
100 feet
Sanitary sewer line
Albany, Ore 97321

Albany Open Bible Standard Church Sanitary Sewer Easement
Exhibit "A" Page Two

Resolution No. 2428

Recorded Document Recorder File No. 1493