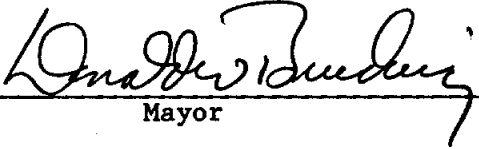
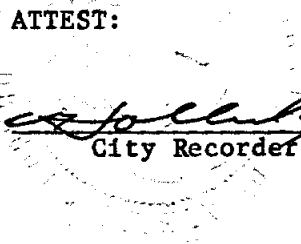
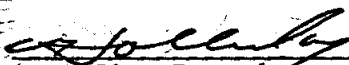


NOW, THEREFORE, BE IT RESOLVED BY THE ALBANY CITY COUNCIL that it does hereby accept the following:

<u>Grantor</u>	<u>Purpose</u>
Dalton L. & Patricia A. Cooley	10' Permanent easement for the maintenance of a sanitary sewer (see attached map & legal)
Linn-Benton Community College	20' permanent easement for the maintenance of a sanitary sewer
	50' temporary easement for the purpose of constructing a sanitary sewer. (see attached map & legal)

DATED this 23rd day of May, 1984.

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
  
\_\_\_\_\_  
City Recorder

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of April 1984, by and between Dalton L. Cooley and Patricia A. Cooley, herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair 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, under-growth and other obstructions interfering with the location and maintenance of the said sewer.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consist of:
  - a. a permanent easement which covers a strip of land 10 feet in width for the purpose of maintenance over the properties described herein.
2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for 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 approval of SP-09-84
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.
7. Prior to construction of any structure upon the easement, the grantor will reconstruct such portions of the existing sanitary sewer as required by the City. The grantor shall bear the full cost of such reconstruction.

The reconstructed sewer shall be inspected and approved by the City prior to construction of any structure upon the easement.

- 8. When, in the City's opinion, major reconstruction of the sewer line on the grantor's property is required, the City shall notify the grantor in writing of the need for the major reconstruction and the time which will be allowed for said reconstruction. Major reconstruction shall mean replacement or realignment of any or all of the sanitary sewer on the grantor's property. Routine maintenance such as cleaning, root removal, and grouting of the public sewer is not intended to be included as part of major reconstruction and such activities shall continue to be performed by the City. Upon receipt of notification, and within the time allowed, the grantor shall, at his own expense, accomplish such reconstruction as the City has deemed necessary. If, in the opinion of the City, work is not begun in a timely manner or a situation exists which requires immediate reconstruction, the City may, using its own work force or a contractor hired by the City, reconstruct portions or all of the sewer line. The costs for such reconstruction, including labor, materials, equipment costs, and administrative costs, shall be a debt due the City and a lien upon the property and may be recovered by civil action in the name of the City against the property owner.
- 9. The grantor, at the grantor's cost shall enter, defend, and indemnify the City and its employees, and hold them harmless from and against all claims of liability of any type to any person, arising out of or in connection with reconstruction of said sanitary sewer.

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

Dalton L. Cooley, D.M.D.  
\_\_\_\_\_

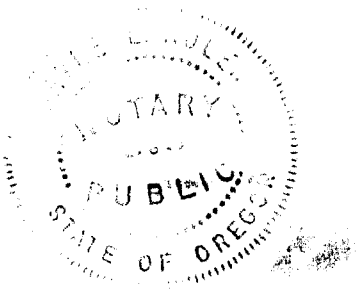
STATE OF OREGON )  
County of Linn )ss  
City of Albany )

On this 14<sup>th</sup> day of May, 1984 personally appeared the above named Dalton L. Cooley, D.M.D. and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 14<sup>th</sup> day of May, 1984

Shyle L. Nolan  
Notary Public for Oregon

My Commission Expires: April 8, 1988



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

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2471, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: May 24, 1984.

CITY OF ALBANY, OREGON

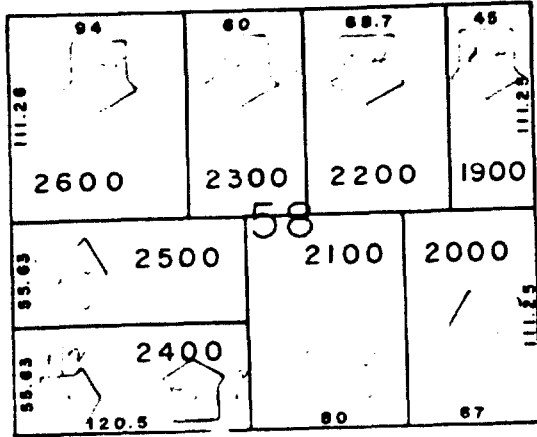
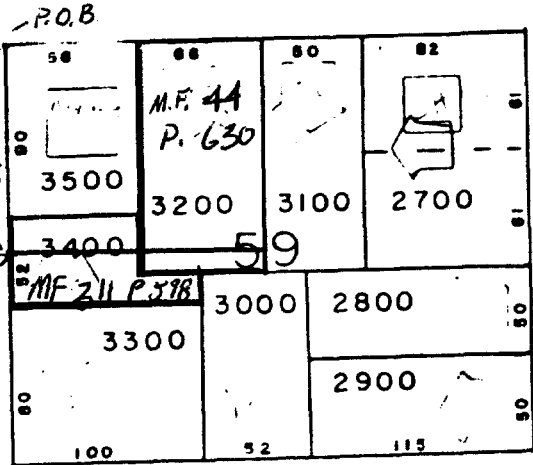
William B. Barrons  
City Manager

[Signature]  
City Recorder

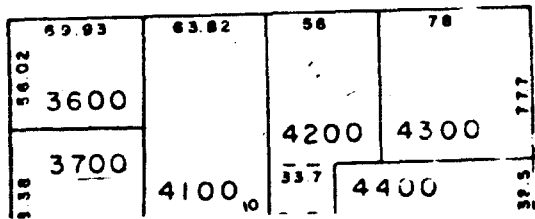
11-4W-12AD

Q. OF 10' SANITARY SEWER  
EASEMENT  
-109'  
TRUE P.O.B.  
ELM STREET

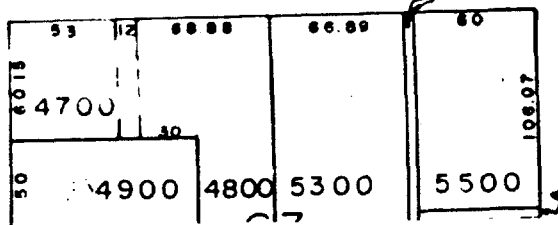
SEVENTH



EIGHTH



AVENUE



DESCRIPTION

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

Beginning at the northwest corner of Block 59, City of Albany, Linn County, Oregon; thence south along the west block line of said block 109 feet to the true point of beginning (the intersection of the west property line of the parcel described in M.F. 211, page 598 in deed records of Linn County, Oregon and the existing 8" sanitary sewer line); thence east along the existing sanitary sewer line 132 feet to the west property line the parcel described in M.F. 44, page 630 in deed records of Linn County, Oregon and there terminating.

563956

JUN 27 10 13 AM '84

Cooley to City of Albany  
Exhibit 'A'

STATE OF OREGON  
County Of Linn

DEL W. RILEY  
Linn County Clerk

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

By Y. J. J. Deputy

Volume: MF 362 Page: 630

*City of Albany  
Robert J. Cooley  
Deputy City Clerk*

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of May 1984, by and between Linn-Benton Community College herein called grantors, and the CITY OF ALBANY, a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantors have this day bargained and sold and by these presents do bargain, sell, convey and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair 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, under-growth and other obstructions interfering with the location and maintenance of the said sewer.

This agreement is subject to the following terms and conditions:

- 1. The right-of-way hereby granted consist of:
  - a. a permanent easement which covers a strip of land 20 feet in width for the purpose of maintenance, and
  - b. a temporary easement which covers a strip of land 50 feet in width for the purpose of construction; over the property described herein.
- 2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for maintenance and repair purposes.

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: a) the sum of One dollars (\$1.00) for the permanent easement; and 2) the additional sum of One dollars (\$1.00) for the temporary easement.

The compensation agreed upon herein shall be paid to the Grantors within a period of thirty (30) days from the date of this instrument.

- 5. The City hereby agrees to restore the temporary easement to the condition existing prior to their entry onto the easement, including all landscaping, grass, trees, and other improvements, within sixty (60) days of the completion of the sewer installation project and to restore the permanent easement to a condition completely satisfactory to the Grantor agents for purposes of aesthetics and adjacent usage within the same 60 day period.

- 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.
- 7. No permanent structure shall be constructed on this easement.

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

*[Handwritten Signature]*

President, Linn-Benton Community College

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

On this 14th day of June, 1984 personally appeared the above named Thomas Gonzales and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 14th day of June, 1984.

*[Handwritten Signature: Margaret J. Orsi]*  
Notary Public for Oregon

My Commission Expires: 3/13/85

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

I, William B. Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2471, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: May 24, 1984.

CITY OF ALBANY, OREGON

*[Handwritten Signature: William B. Barrons]*  
City Manager

*[Handwritten Signature]*  
City Recorder

DESCRIPTIONS

Linn-Benton Community College

Permanent Easement

A 20 foot wide sanitary sewer permanent easement 10 feet on either side of a center line described as follows:

Beginning at the northeast corner of the parcel described in Volume 328, Page 190 in deed records of Linn County, Oregon; thence S 0°32'00" W 31.25 feet to the true point of beginning; thence N 89°06'59" W 426.86 feet; thence N 65°44'35" W 50.00 feet to an existing sanitary sewer manhole and there terminating.

Temporary Easement

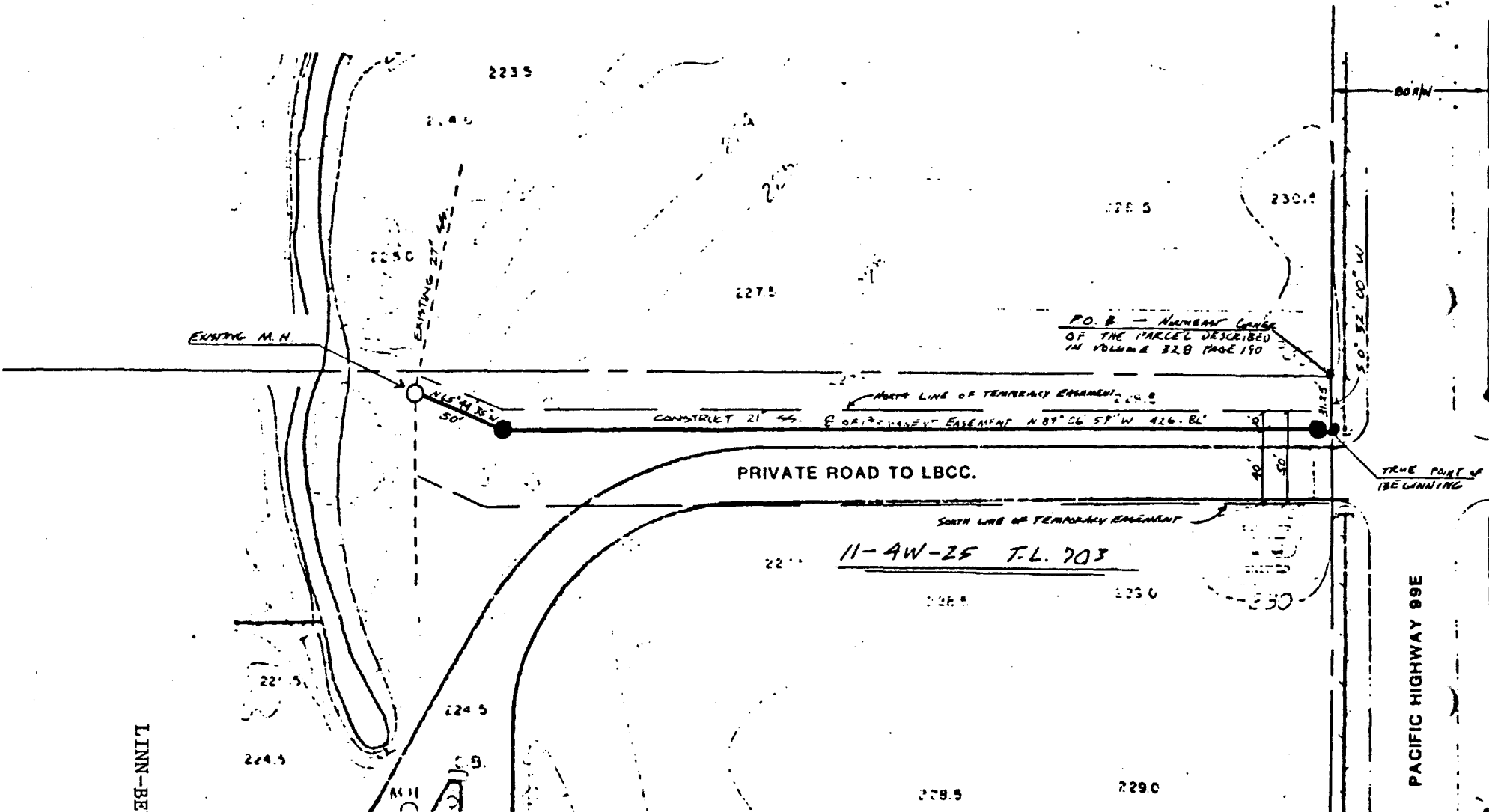
A 50 foot wide temporary easement for construction of a sanitary sewer line, 10 feet north and 40 feet south of the line described as follows:

Beginning at the northeast corner of the parcel described in Volume 328, Page 190 in deed records of Linn County, Oregon; thence S 0°32'00" W 31.25 feet to the true point of beginning; thence N 89°06'59" W 426.86 feet; thence N 65°44'35" W 50.00 feet to an existing sanitary sewer manhole and there terminating.

Linn-Benton Community College  
and  
City of Albany

Exhibit 'A'  
page 1





PACIFIC HIGHWAY 99E

LINN-BENTON COMMUNITY COLLEGE

AND  
CITY OF ALBANY

EXHIBIT 'A'

page 2

P.O. B. - NORTHEAST CORNER  
OF THE PARCEL DESCRIBED  
IN VOLUME 328 PAGE 190

PRIVATE ROAD TO LBCC.

11-4W-25 T.L. 703

CONSTRUCT 21' 44" E GRADIENT EASEMENT N 81° 26' 57" W 426.86'

SOUTH LINE OF TEMPORARY EASEMENT

MOCK LINE OF TEMPORARY EASEMENT

TRUE POINT OF BEGINNING

EXISTING M.H.

2240

2235

2275

2285

2300

2250

2255

2245

2245

2285

2290

2285

2290

M.H.

S. 0° 32' 00" W

40'

50'

31.25'

564002

At 8:30 O'clock a.m. <sup>1600</sup>

June 28, 1984

**DEL W. RILEY**  
Linn County Clerk

STATE OF OREGON  
County of Linn

By *DEL W. RILEY*, Deputy

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

Volume: MF 362 Page: 716

*City of Linn County  
Linn County Clerk*

Resolution No. 2471

Recorded Documents Recorder Files No.

Cooley 1552

LBCC 1553