

RESOLUTION NO. 4084

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENTS:

Grantor

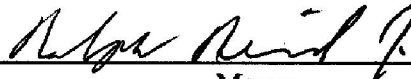
Home Depot U.S.A., Inc.

Purpose

Eight permanent public utility easements for public water lines, public sanitary sewers, public utilities, private utilities, and sidewalks. Each of the eight easements is described in an attached Exhibit "A" and shown in an attached Exhibit "B".


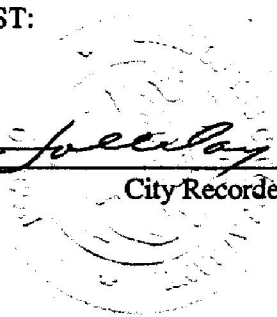
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept these easements.

DATED THIS 10TH DAY OF FEBRUARY 1999.



~~Mayer~~  
President Pro Tem

ATTEST:

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

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>TH</sup> day of JANUARY, 1999, by and between **HOME DEPOT U.S.A., INC.**, a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easements and right-of-way, including the right to enter upon the real property hereinafter described; and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:  
  
Two (2) strips of land, each 15 feet in width, for public water line purposes. The easements are more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
2. The permanent easements described herein grant to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easements at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
3. The easements granted are in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on these easements.

Return to: City of Albany, Oregon  
P.O. Box 400, Albany, OR 97321

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

GRANTOR: HOME DEPOT U.S.A., INC.

By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

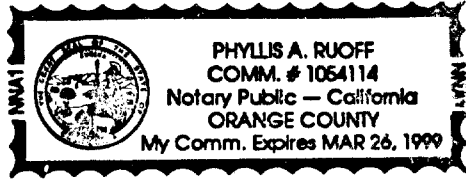
STATE OF California  
County of Orange ) ss.  
City of Orange )

9-5  
FMD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public for ~~Oregon~~

My Commission Expires: 3-26-99



CITY OF ALBANY:

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

I, Steve Bryant, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature]  
City Manager

ATTEST:

[Signature]  
City Recorder



Exhibit "A"  
Legal Description  
15.00' Water Line Easement

A 15.00 foot strip of land situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being 7.50 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 1 of Block 1, Lawndale, Linn County Plat Records, said point also being on the East right-of-way line of Fescue Street; thence  $N00^{\circ}03'25''E$  along said East right-of-way line a distance of 25.04 feet to the Point of Beginning; thence  $S89^{\circ}57'53''E$  a distance of 268.75 feet to the terminus thereof. The sidelines shall be lengthened or shortened to intersect the East right-of-way line of Fescue Street.

Containing 4,031 square feet.

ALSO:

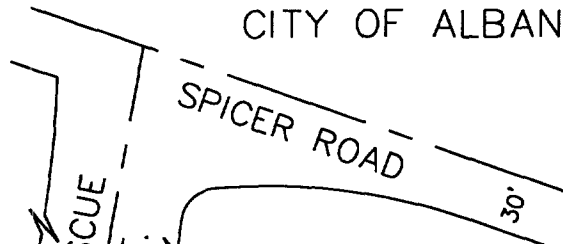
A 15.00 foot strip of land situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being 7.50 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 1 of Block 1, Lawndale, Linn County Plat Records, said point also being on the East right-of-way line of Fescue Street; thence  $N00^{\circ}03'25''E$  along said East right-of-way line a distance of 78.43 feet to the True Point of Beginning; thence  $S90^{\circ}00'00''E$  a distance of 12.92 feet to the terminus thereof. The sidelines shall be lengthened or shortened to intersect the East right-of-way line of Fescue Street.

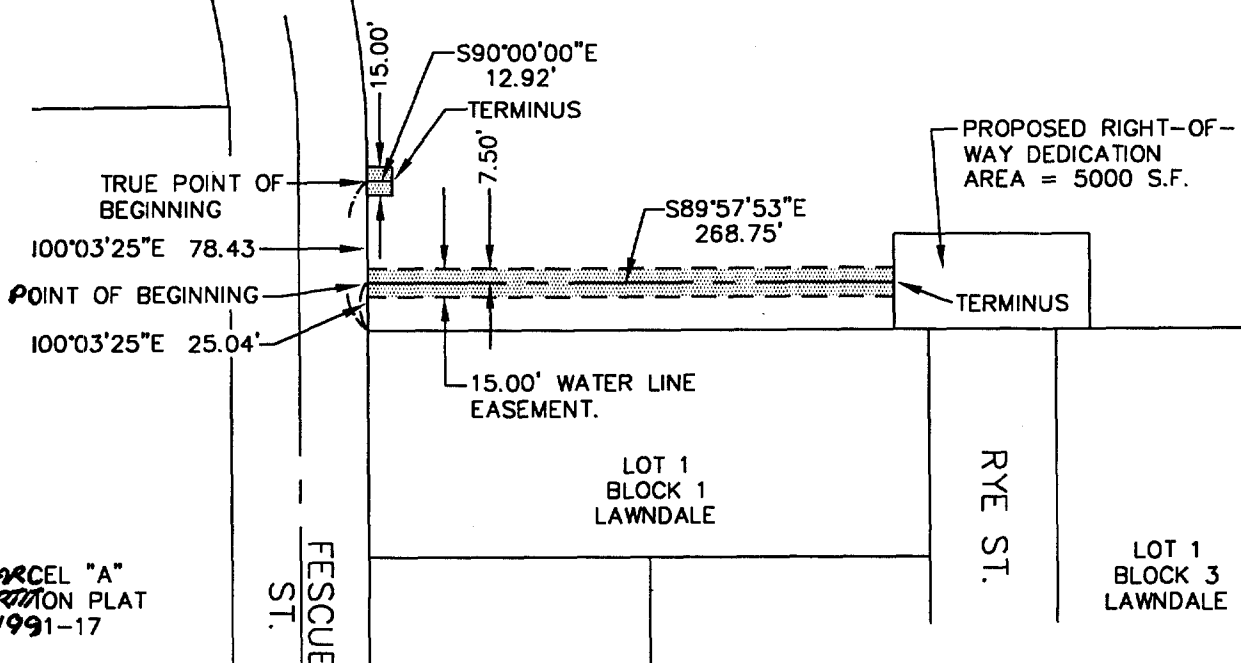
Containing 194 square feet.

See attached Exhibit "B".

LOCATED IN THE WEST 1/2 OF SECTION 9,  
TOWNSHIP 11 SOUTH, RANGE 3 WEST, W.M.  
CITY OF ALBANY, LINN COUNTY, OREGON



SCALE: 1" = 100'



PARCEL "A"  
PARTITION PLAT  
1991-17

FESCUE ST.

LOT 1  
BLOCK 1  
LAWNDALE

RYE ST.

LOT 1  
BLOCK 3  
LAWNDALE

JOB NO. HOD001

**W R G**  
**D E S I G N I N G .**

10450 SW NIMBUS AVE., PORTLAND, OREGON 97223

☎ (503) 603-9933

FAX: (503) 603-9944

PLANNERS ■ ENGINEERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS

EXHIBIT "B"

STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

By Steve Druckemiller, Deputy

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MF 1011  
822

PAGE

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>TH</sup> day of JANUARY, 1999, by and between HOME DEPOT U.S.A., INC., a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:  
  
A strip of land, 15 feet in width, for public water line purposes. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

Return to: City of Albany - Recorder  
P.O. Box 490, Albany, OR 97321  
P.O. Box 490, Albany, OR 97321

GRANTOR:

HOME DEPOT U.S.A., INC.

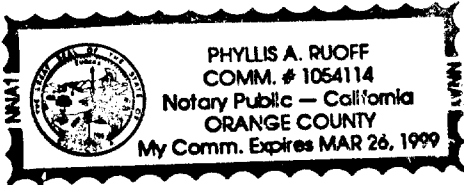
By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

STATE OF California  
County of Orange ) ss.  
City of Orange )

9/3  
FUD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public for ~~Oregon~~  
My Commission Expires: 3-26-99



CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature]  
City Manager

ATTEST:

[Signature]  
City Recorder

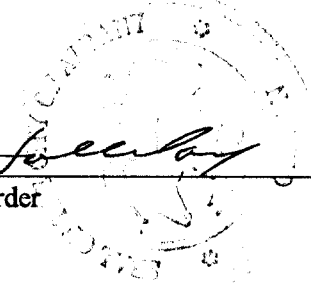




Exhibit "A"  
Legal Description  
15.00' Water Line Easement

A 15.00 foot strip of land located in that tract of land described in Book 995 at Page 541, Linn County Deed records, situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being 7.50 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 1 of Block 1, Lawndale, Linn County Plat Records, said point also being on the East right-of-way line of Fescue Street; thence N89°58'39"W a distance of 65.00 feet; thence N00°03'25"E a distance of 118.63 feet; thence S89°37'27"W a distance of 5.72 feet to a point on a 365.00 foot radius non-tangent curve to the left, said point also being on the West right-of-way line of Fescue street; thence along said right-of-way line and around said 365.00 foot radius curve through a central angle of 22°14'14" (the long chord of which bears N14°40'12"W a distance of 140.77 feet) an arc distance of 141.66 feet to a 435.00 foot radius curve to the right; thence along said West right-of-way line and around said 435.00 foot radius curve through a central angle of 25°47'18" (the long chord of which bears N12°53'39"W a distance of 194.14 feet) an arc distance of 195.79 feet; thence along said West right-of-way line N00°00'00"W a distance of 8.15 feet to the True Point of Beginning; thence N90°00'00"W a distance of 241.44 feet to the terminus thereof. The sidelines shall be lengthened or shortened to intersect the West right-of-way line of Fescue Street.

Containing 3,622 square feet.

See attached Exhibit "B".



STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

By [Signature] Deputy

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MF 1011

PAGE 827

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## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>TH</sup> day of JANUARY, 1999, by and between HOME DEPOT U.S.A., INC., a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 

A strip of land, 12 feet in width, for public water line purposes. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

Return to: City of Albany - Recorder  
P.O. Box 490, Albany, OR 97321

GRANTOR:

HOME DEPOT U.S.A., INC.

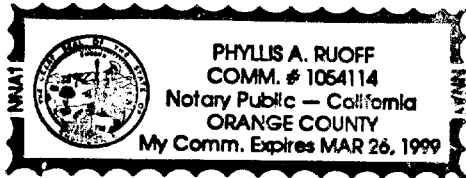
By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

STATE OF California )  
County of Orange ) ss.  
City of Orange )

*9/3*  
*FMP*

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 3-26-99



CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature]  
City Manager

ATTEST:

[Signature]  
City Recorder

Exhibit "A"  
Legal Description  
12.00' Public Waterline Easement

A 12.00 foot strip of land located in that tract of land described in Book 995, Page 537, Linn County Deed records, situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being 6.00 feet on each side of the following described centerline:

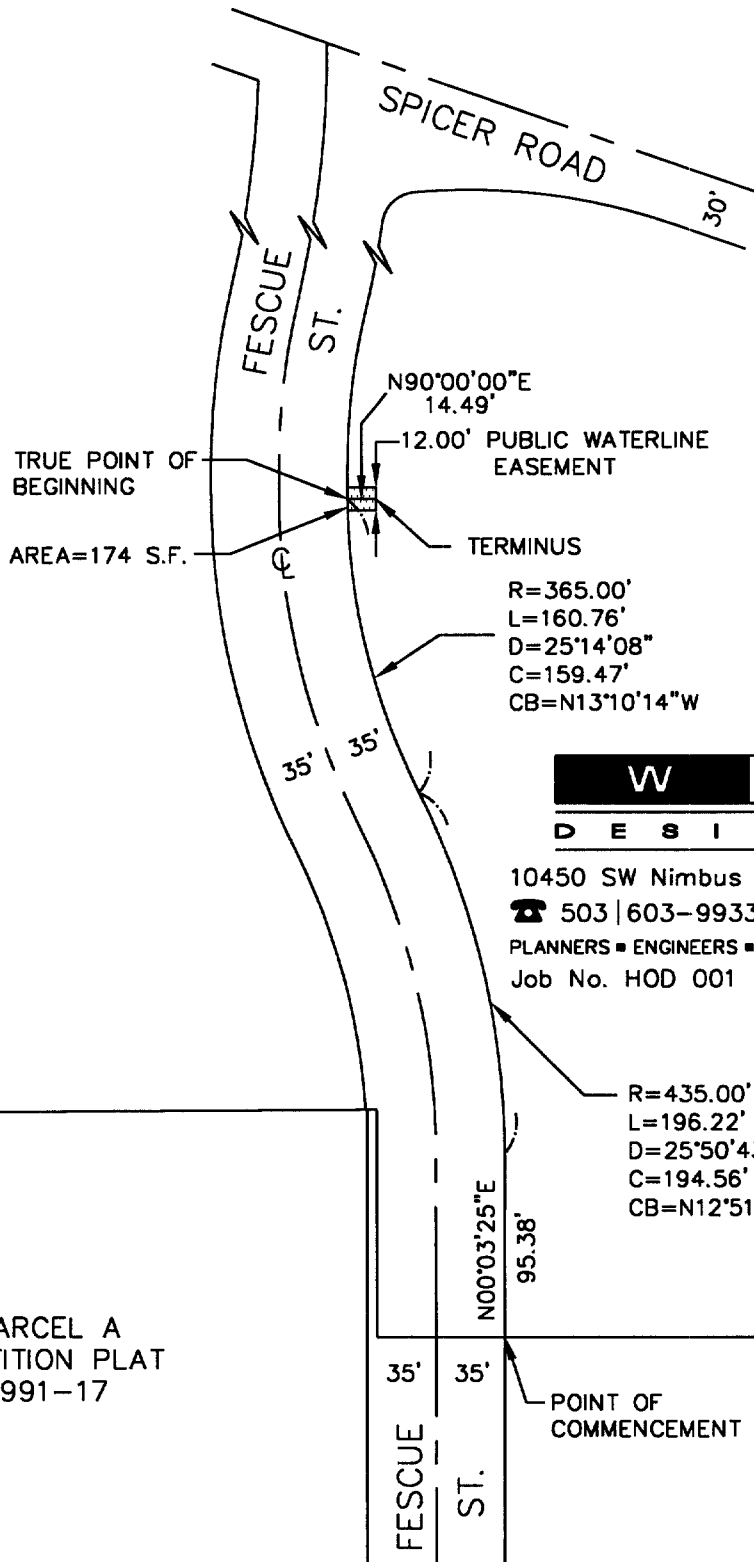
Commencing at the Northwest corner of Lot 1 of Block 1, Lawndale, Linn County Plat Records, said point also being on the East right-of-way line of Fescue Street; thence along said right-of-way line N00°03'25"E a distance of 95.38 feet to a point on a 435.00 foot radius curve to the left; thence along said right-of-way line and around said 435.00 radius curve through a central angle of 25°50'43" (the long chord of which bears N12°51'57"W a distance of 194.56 feet) an arc distance of 196.22 feet to point on a 365.00 foot radius curve to the right; thence along said right-of-way line and around said 365.00 radius curve through a central angle of 25°14'08" (the long chord of which bears N13°10'14"W a distance of 159.47 feet) an arc distance of 160.76 feet to the True Point of Beginning; thence N00°00'00"E a distance of 14.49 feet to the terminus thereof. The sidelines shall be lengthened or shortened to intersect the West right-of-way line of Fescue Street.

Containing 174 square feet.

See attached Exhibit "B"

# EXHIBIT "B"

FOR PUBLIC WATERLINE EASEMENT  
IN THE EDWARD WHITE DLC NO. 48,  
IN THE SW ONE-QUARTER OF SECTION 9,  
TOWNSHIP 11 SOUTH, RANGE 3 WEST, WM,  
CITY OF ALBANY, LINN COUNTY, OREGON



SCALE: 1" = 100'



10450 SW Nimbus Ave., Portland, Oregon 97223  
 ☎ 503 | 603-9933      FAX: 503 | 603-9944  
 PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS  
 Job No. HOD 001

R=435.00'  
 L=196.22'  
 D=25°50'43"  
 C=194.56'  
 CB=N12°51'57"W

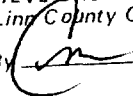
PARCEL A  
 PARTITION PLAT  
 1991-17

LOT 1  
 BLOCK 1  
 LAWNDALE

STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

By  Deputy

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30 FEB 16 2 02 PM '99

MF 1011  
PAGE 832



## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>TH</sup> day of JANUARY, 1999, by and between HOME DEPOT U.S.A., INC., a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 

A strip of land, 10 feet in width, for public water line purposes. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

Return to: City of Albany - Recorder  
P.O. Box 490, Albany, OR 97321

GRANTOR:

HOME DEPOT U.S.A., INC.

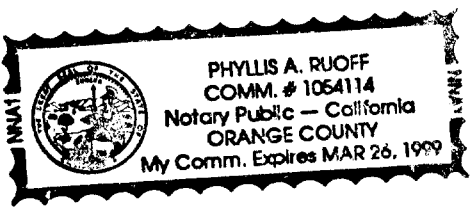
By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

STATE OF California )  
County of Orange ) ss.  
City of Orange )

*JH-FMD*

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature: Phyllis A. Ruoff]  
Notary Public for Oregon  
My Commission Expires: 3-26-99



CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature: Steve Bryant]  
City Manager

ATTEST:

[Signature]  
City Recorder

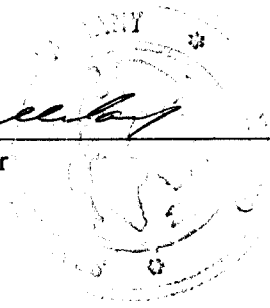


Exhibit "A"  
Legal Description  
10.00' Public Waterline Easement

A 10.00 foot strip of land located in that tract of land described in Book 995 at Page 541, Linn County Deed Records, situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of Parcel A, Partition Plat 1991-17, Linn County Plat records, said point also being the southwest corner of that tract described Book 995 at Page 541, Linn County Deed records; thence  $N00^{\circ}21'00''W$  10.00 feet along the west line of said tract; thence leaving the west line of said tract, parallel and 10.00 feet northerly to the North line of said Parcel A, Partition Plat 1991-17,  $N89^{\circ}37'27''E$  a distance of 339.25 feet to a point on the West right-of-way line of Fescue Street, said point also being on a non-tangent 365.00 foot radius curve to the right; thence along said right-of-way line and around said 365.00 foot radius curve through a central angle of  $01^{\circ}34'25''$  (the long chord of which bears  $S04^{\circ}20'17''E$  a distance of 10.02 feet) an arc distance of 10.02 feet to a point on the said North line of Parcel A; thence  $S89^{\circ}37'27''W$  along the said North line a distance of 339.91 feet to the True Point of Beginning.

Containing 3,396 square feet.

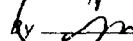
See attached Exhibit "B".



STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

By  , Deputy

M  
R  
S  
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O

MF 1011  
PAGE 837

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FEB 16 2 02 PM '99

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>TH</sup> day of JANUARY, 1999, by and between HOME DEPOT U.S.A., INC., a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:  
  
Two strips of land, 20 feet in width, for public sanitary sewer purposes. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

Return to: City of Albany - Recorder  
P.O. Box 490, Albany, OR 97321

GRANTOR:

HOME DEPOT U.S.A., INC.

By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

STATE OF California )  
County of Orange ) ss.  
City of Orange )

95-  
FMD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public for ~~Oregon~~  
My Commission Expires: 326-99

CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature]  
City Manager

ATTEST:

[Signature]  
City Recorder

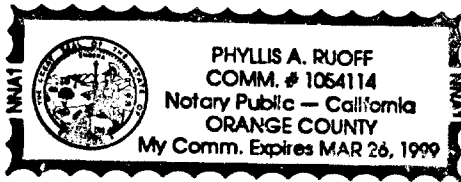


Exhibit "A"  
Legal Description  
20.00' Sanitary Sewer Easement

A 20.00 foot strip of land located in that tract of land described in Book 995 at Page 537, Linn County Deed records, situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being 10.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 1 of Block 1, Lawndale, Linn County Plat Records, said point also being on the East right-of-way line of Fescue Street; thence along said right-of-way line N00°03'25"E a distance of 95.38 feet to a point on a 435.00 foot radius curve to the left; thence along said right-of-way line and around said 435.00 radius curve through a central angle of 25°50'43" (the long chord of which bears N12°51'57"W a distance of 194.56 feet) an arc distance of 196.22 feet to point on a 365.00 foot radius curve to the right; thence along said right-of-way line and around said 365.00 radius curve through a central angle of 25°14'08" (the long chord of which bears N13°10'14"W a distance of 159.47 feet) an arc distance of 160.76 feet; thence along said right-of-way line N00°00'00"W a distance of 12.57 feet to a point on a 365.00 foot radius curve to the right; thence along said right-of-way and around said 365.00 foot radius curve through a central angle of 00°55'18" (the long chord of which bears N00°27'39"E a distance of 5.87 feet) an arc distance of 5.87 feet to the True Point of Beginning; thence S89°56'31"E a distance of 278.61 feet to the terminus thereof. The sidelines shall be lengthened or shortened to intersect the West right-of-way line of Fescue Street.

Containing 5,571 square feet.

ALSO:

A 20.00 foot strip of land located in that tract of land described in Book 995 at Page 541, Linn County Deed records, situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being 10.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 1 of Block 1, Lawndale, Linn County Plat Records, said point also being on the East right-of-way line of Fescue Street; thence along said right-of-way line N00°03'25"E a distance of 95.38 feet to a point on a 435.00 foot radius curve to the left; thence along said right-of-way line and around said 435.00 radius curve through a central angle of 25°50'43" (the long chord of which bears N12°51'57"W a distance of 194.56 feet) an arc distance of 196.22 feet to point on a 365.00 foot radius curve to the right; thence along said right-of-way line and around said 365.00 radius curve through a central angle of 25°14'08" (the long chord of which bears N13°10'14"W a distance of 159.47 feet) an arc distance of 160.76 feet; thence along said right-of-way line N00°00'00"W a distance of 12.57 feet to a point on a 365.00 foot radius curve to the right; thence along said right-of-way and around said 365.00 foot radius curve through a central angle of 00°55'18" (the long chord of which bears N00°27'39"E a



distance of 5.87 feet) an arc distance of 5.87 feet; thence N89°56'31"W a distance of 69.95 feet to point on the west right-of-way line of Fescue Street and the Point of Beginning; thence continuing N89°56'31"W a distance of 17.24 feet to the terminus thereof.

Containing 342 square feet.

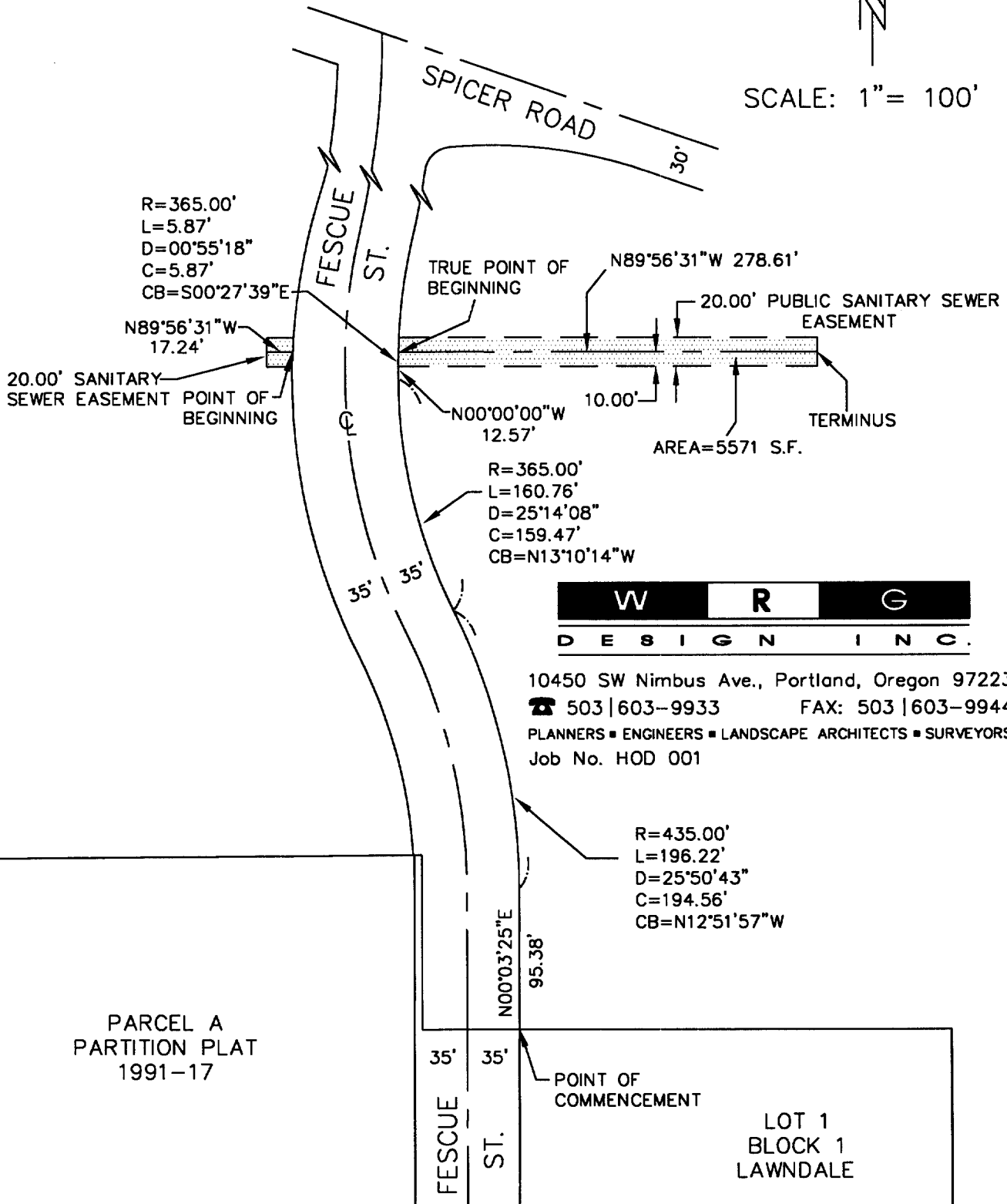
See attached Exhibit "B".

# EXHIBIT "B"

FOR PUBLIC SANITARY SEWER EASEMENT  
IN THE EDWARD WHITE DLC NO. 48,  
IN THE SW ONE-QUARTER OF SECTION 9,  
TOWNSHIP 11 SOUTH, RANGE 3 WEST, WM,  
CITY OF ALBANY, LINN COUNTY, OREGON



SCALE: 1" = 100'



**W R G**  
**D E S I G N I N C .**

10450 SW Nimbus Ave., Portland, Oregon 97223  
☎ 503 | 603-9933 FAX: 503 | 603-9944  
PLANNERS ■ ENGINEERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS  
Job No. HOD 001

STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

By CM, Deputy

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FEB 16 2 02 PM '99

MF 1011

PAGE 842

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>TH</sup> day of JANVARY, 1999, by and between HOME DEPOT U.S.A., INC., a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:

A public utility easement, containing 21,030 square feet, for public utility purposes. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".

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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

GRANTOR:

HOME DEPOT U.S.A., INC.

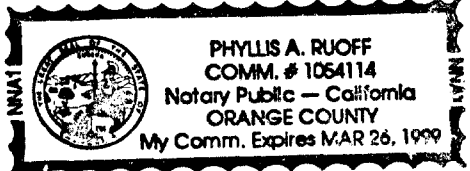
By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

STATE OF California )  
County of Orange ) ss.  
City of Orange )

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FMP

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of January, 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public for ~~Oregon~~  
My Commission Expires: 3-26-99



CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature]  
City Manager

ATTEST:

[Signature]  
City Recorder

Exhibit "A"  
Legal Description  
Utility Easement

A utility easement located in a portion of that tract of land described in Book 995 at Page 537, Linn County Deed records, located in the west one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Linn County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of Block 3, Lawndale, Linn County Plat records; thence N89°58'39"W a distance of 8.50 feet to a point on said north line; thence N29°01'23"W leaving said north line a distance of 70.74 feet; thence S45°00'00"W a distance of 57.70 feet; thence N00°02'24"E a distance of 21.23 feet; thence N45°00'00"E a distance of 44.09 feet; thence N00°02'56"E a distance of 666.56 feet to the southerly right-of-way line of Spicer Road; thence along said southerly right-of-way line S70°24'50"E a distance of 34.48 feet; thence leaving said southerly right-of-way line S19°35'10"W a distance of 22.42 feet; thence S00°02'06"W a distance of 50.31 feet; thence S89°57'04"E a distance of 27.50 feet to a point on the east line of aforesaid tract recorded in Book 490 at Page 235, Linn County Deed records; thence S00°03'00"W along said east line a distance of 15.00 feet; thence leaving said east line N89°57'04"W a distance of 27.50 feet; thence S00°02'56"W a distance of 76.44 feet; thence S89°57'04"E a distance of 27.50 feet to a point on aforesaid east line; thence along said east line S00°03'00"W a distance of 15.00 feet, thence leaving said east line N89°57'04"W a distance of 27.50 feet; thence S00°03'00"W a distance of 44.49 feet; thence S89°57'04"E a distance of 27.50 feet to a point on said east line; thence S00°03'00"W along said east line a distance of 15.00 feet; thence leaving said east line N89°57'04"W a distance of 21.51 feet; thence S00°00'00"W a distance of 16.57 feet; thence N90°00'00"W a distance of 6.00 feet; thence S00°02'26"W a distance of 140.82 feet; thence S89°57'04"E a distance of 27.49 feet to a point on aforesaid east line; thence S00°03'00"W along said east line a distance of 15.00 feet; thence leaving said east line N89°57'04"W a distance of 27.49 feet; thence S00°02'26"W a distance of 113.03 feet; thence S89°57'01"E a distance of 27.49 feet to a point on said east line; thence S00°03'00"W along said east line a distance of 15.00 feet; thence leaving said east line N89°57'01"W a distance of 27.49 feet; thence S00°02'56"W a distance of 89.65 feet; thence S89°56'26"E a distance of 15.51 feet; thence S00°03'34"W a distance of 15.00 feet; thence N89°56'26"W a distance of 15.51 feet; thence S00°02'56"W 20.98 feet; thence S29°01'23"E a distance of 56.57 feet to a point on aforesaid east line; thence S00°03'00"W along said east line a distance of 15.58 feet to the True Point of Beginning.

Containing 21,030 square feet.

See attached Exhibit "B".



STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

By Sm, Deputy

M  
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FEB 16 2 02 PM '99

MF 1011

PAGE 848



## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of JANUARY, 1999, by and between **HOME DEPOT U.S.A., INC.**, a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 

A private utility and sidewalk easement, containing 13,742 square feet. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

Return to: City of Albany - Recorder  
P.O. Box 490, Albany, OR 97321

GRANTOR:

HOME DEPOT U.S.A., INC.

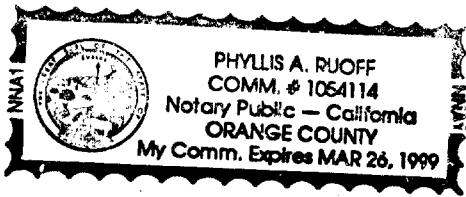
By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

STATE OF California )  
County of Orange ) ss.  
City of Orange )

*FF- FND*

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of January, 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public for ~~Oregon~~ Oregon  
My Commission Expires: 3-26-99



CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature]  
City Manager

ATTEST:

[Signature]  
City Recorder

Exhibit "A"  
Legal Description  
10.00' Private Utility and Sidewalk Easement

A 10.00 foot strip of land located in a portion of that tract of land described in Book 490 at Page 235 and in Book 547 at Page 978, Linn County Deed records, located in the west one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Linn County, Oregon, being more particularly described as follows:

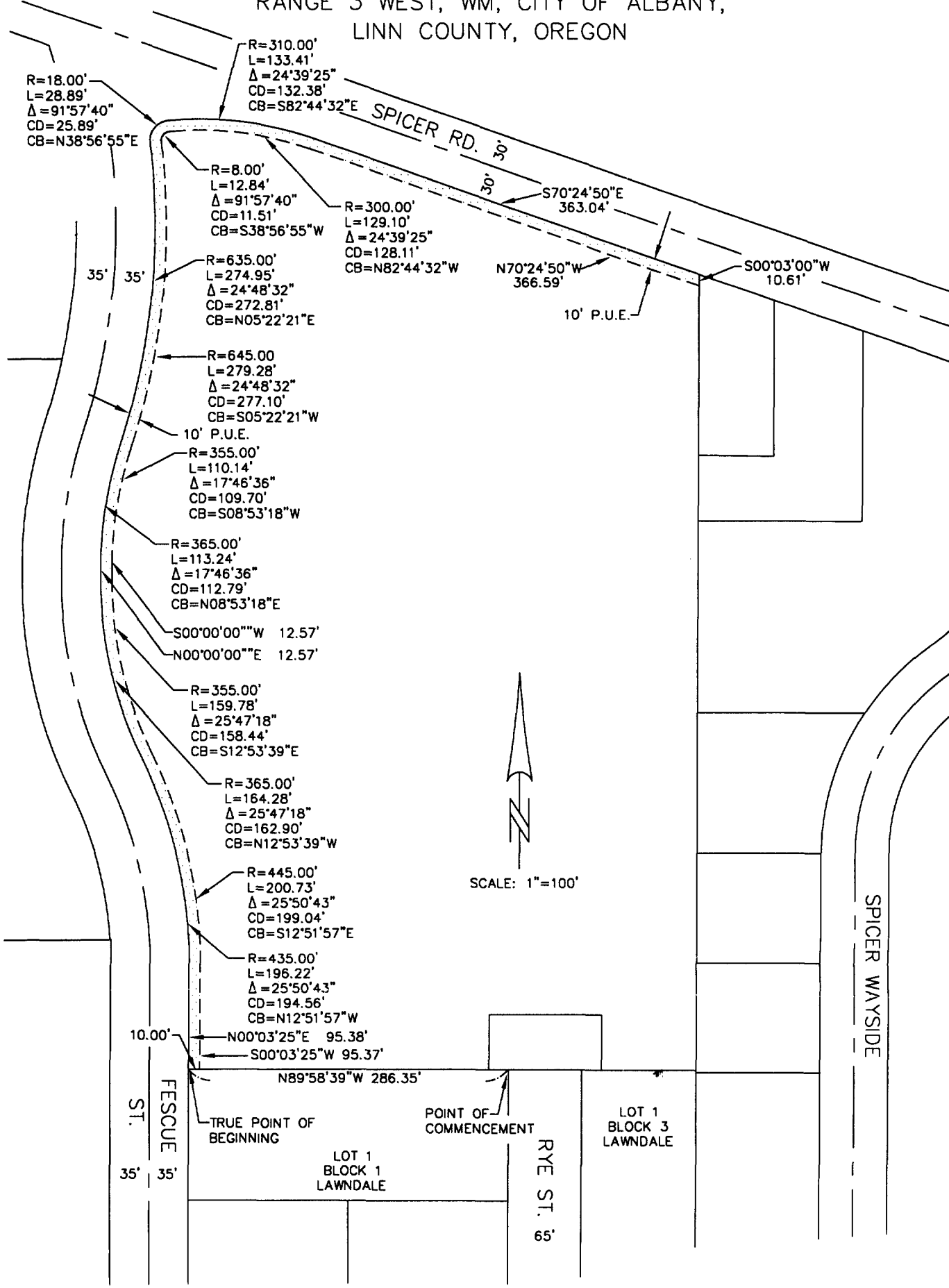
Beginning at the Northeast corner of Lot 1 of Block 1, Lawndale, Linn County Plat records; thence N89°58'39"W a distance of 286.35 feet to the Northwest corner of Lot 1, Block 3, Lawndale, and the True Point of Beginning; thence N00°03'25"E a distance of 95.38 feet to a 435.00 foot radius curve to the left; thence around said 435.00 foot radius curve through a central angle of 25°50'43" (the long chord of which bears N12°51'57"W a distance of 194.56 feet) an arc distance of 196.22 feet to a 365.00 foot radius curve to the right; thence around said 365.00 foot radius curve through a central angle of 25°47'18" (the long chord of which bears N12°53'39"W a distance of 162.90 feet) an arc distance of 164.28 feet; thence N00°00'00"E a distance of 12.57 feet to a 365.00 foot radius curve to the right; thence around said 365.00 foot radius curve through a central angle of 17°46'36" (the long chord of which bears N08°53'18"E a distance of 112.79 feet) an arc distance of 113.24 feet to a 635.00 foot radius curve to the left; thence around said 635.00 foot radius curve through a central angle of 24°48'32" (the long chord of which bears N05°22'21"E a distance of 272.81 feet) an arc distance of 274.95 feet to an 18.00 foot radius curve to the right; thence around said 18.00 foot radius curve through a central angle of 91°57'40" (the long chord of which bears N38°56'55"E a distance of 25.89 feet) an arc distance of 28.89 feet to a 310.00 foot radius curve to the right, said point also being on the south right-of-way line of Spicer Road; thence along said right-of-way line and around said 310.00 foot radius curve through a central angle of 24°39'25" (the long chord of which bears S82°44'32"E a distance of 132.38 feet) an arc distance of 133.41 feet; thence S70°24'50"E along said right-of-way line a distance of 363.04 feet to a point on the east line of that tract described in Book 490 at Page 235 and in Book 547 at 978, Linn County Deed records, thence S00°03'00"W along said east line a distance of 10.61 feet to a point 10.00 feet southerly of, when measured at right angles to, said right-of-way line; thence N70°24'50"W along a line 10.00 feet southerly of, when measured at right angles to, the southerly right-of-way line of said Spicer Road a distance of 366.59 feet to a 300.00 foot radius curve to the left; thence around said 300.00 foot radius curve through a central angle of 24°39'25" (the long chord of which bears N82°44'32"W a distance of 128.11 feet) an arc distance of 129.10 feet to an 8.00 foot radius curve to the left; thence around said 8.00 foot radius curve through a central angle of 91°57'40" (the long chord of which bears S38°56'55"W a distance of 11.51 feet) an arc distance of 12.84 feet to a 645.00 foot radius curve to the right; thence around said 645.00 foot radius curve through a central angle of 24°48'32" (the long chord of which bears S05°22'21"W a distance of 277.10 feet) an arc distance of 279.28 feet to a 355.00 foot radius curve to the left; thence around said 355.00 foot radius curve through a central angle of 17°46'36" (the long chord of which bears S08°53'18"W a distance of 109.70 feet) an arc distance of 110.14 feet; thence S00°00'00"W a distance of 12.57 feet to a 355.00 foot radius curve to

the left; thence around said 355.00 foot radius curve through a central angle of  $25^{\circ}47'18''$  (the long chord of which bears  $S12^{\circ}53'39''E$  a distance of 158.44 feet) an arc distance of 159.78 feet to a 445.00 foot radius curve to the right; thence around said 445.00 foot radius curve to the right through a central angle of  $25^{\circ}50'43''$  (the long chord of which bears  $S12^{\circ}51'57''E$  a distance of 199.04 feet) an arc distance of 200.73 feet; thence  $S00^{\circ}03'25''W$  a distance of 95.37 feet to a point on the north line of Lot 1 of Block 1, Lawndale, Linn County Plat records, said point being  $S89^{\circ}58'39''E$  a distance of 10.00 feet from the True Point of Beginning; thence  $N89^{\circ}58'39''W$  along the north line of said Lot 1 a distance of 10.00 feet to the True Point of Beginning.

Containing 13,742 square feet.

See attached Exhibit "B"

FOR PRIVATE UTILITY AND SIDEWALK  
 EASEMENT IN THE EDWARD WHITE DLC  
 NO. 48 IN THE SW QUARTER OF  
 SECTION 9, TOWNSHIP 11 SOUTH,  
 RANGE 3 WEST, WM, CITY OF ALBANY,  
 LINN COUNTY, OREGON



STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

BY  Deputy

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PAGE 853

## EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of JANUARY, 1999, by and between **HOME DEPOT U.S.A., INC.**, a Delaware corporation, herein called Grantor, 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 grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:
 

A private utility and sidewalk easement, containing 5,413 square feet. The easement is more particularly described in attached EXHIBIT "A" and shown in attached EXHIBIT "B".
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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

Return to: City of Albany - Recorder  
P.O. Box 490, Albany, OR 97321

GRANTOR:

HOME DEPOT U.S.A., INC.

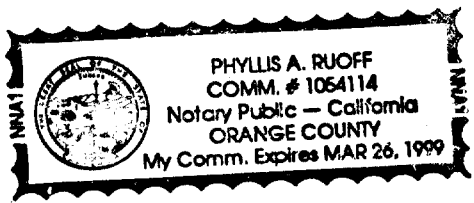
By: [Signature]  
Daniel R. Hatch, Senior Corporate Counsel

STATE OF California )  
County of Orange ) ss.  
City of Orange )

JH-  
-MD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1999, by Daniel R. Hatch, Senior Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public for ~~Oregon~~  
My Commission Expires: 3-26-99



CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4084 do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 10 day of February, 1999.

[Signature]  
City Manager

ATTEST:

[Signature]  
City Recorder



Exhibit "A"  
 Legal Description  
 10.00' Private Utility and Sidewalk Easement

A 10.00 foot strip of land located in that tract of land described in Book 995 at Page 541, Linn County Deed Records, situated in the West one-half of Section 9, Township 11 South, Range 3 West of the Willamette Meridian, City of Albany, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of Parcel A, Partition Plat 1991-17, Linn County Plat records, said point also being the southwest corner of that tract described Book 995 at Page 541, Linn County Deed records; thence along the North line of said Parcel A N89°37'27"E a distance of 329.89 feet to the True Point of Beginning, said point also being on a 355.00 foot radius non-tangent curve to the left; thence leaving said North line and around said 355.00 foot radius curve through a central angle of 22°08'51" (the long chord of which bears N14°42'53"W a distance of 136.37 feet) an arc distance of 137.22 feet to a point on a 445.00 foot radius curve to the right; thence around said 445.00 foot radius curve through a central angle of 25°47'18" (the long chord of which bears N12°53'39"W a distance of 198.61 feet) an arc distance of 200.29 feet; thence N00°00'00"W a distance of 12.57 feet to a point on a 445.00 foot radius curve to the right; thence around said 445.00 foot radius curve through a central angle of 17°46'36" (the long chord of which bears N08°53'18"E a distance of 137.51 feet) an arc distance of 138.07 feet to a point on a 555.00 foot radius curve to the left; thence around said 555.00 foot radius curve through a central angle of 05°28'55" (the long chord of which bears N15°02'08"E a distance of 53.08 feet) an arc distance of 53.10 feet to a point on the North line of that tract of land described in Book 995 at Page 541, Linn County Deed records; thence along said North line N89°24'47"E a distance of 10.25 feet to a point on the West right-of-way line of Fescue Street, said point also being on non-tangent 565.00 foot radius curve to the right; thence along said right-of-way line and around said 565.00 foot radius curve through central angle of 05°42'50" (the long chord of which bears S14°55'11"W a distance of 56.32 feet) an arc distance of 56.35 feet to a point on a 435.00 foot radius curve to the left; thence along said right-of-way line and around said 435.00 foot radius curve through a central angle of 17°46'36" (the long chord of which bears S08°53'18"W a distance of 134.42 feet) an arc distance of 134.96 feet; thence along said right-of-way line S00°00'00"W a distance of 12.57 feet to a point on a 435.00 foot radius curve to the left; thence along said right-of-way line and around said 435.00 foot radius curve through a central angle of 25°47'18" (the long chord of which bears S12°53'39"E a distance of 194.14 feet) an arc distance of 195.75 feet to a point on a 365.00 foot radius curve to the left; thence along said right-of-way line and around said 365.00 foot radius curve through a central angle of 22°14'14" (the long chord of which bears S14°40'12"E a distance of 140.77 feet) an arc distance of 141.66 feet to a point at the intersection of North line of said Parcel A, Partition Plat 1991-17 and the said right-of-way line; thence along said North line S89°37'27"W a distance of 10.02 feet to the True Point of Beginning.

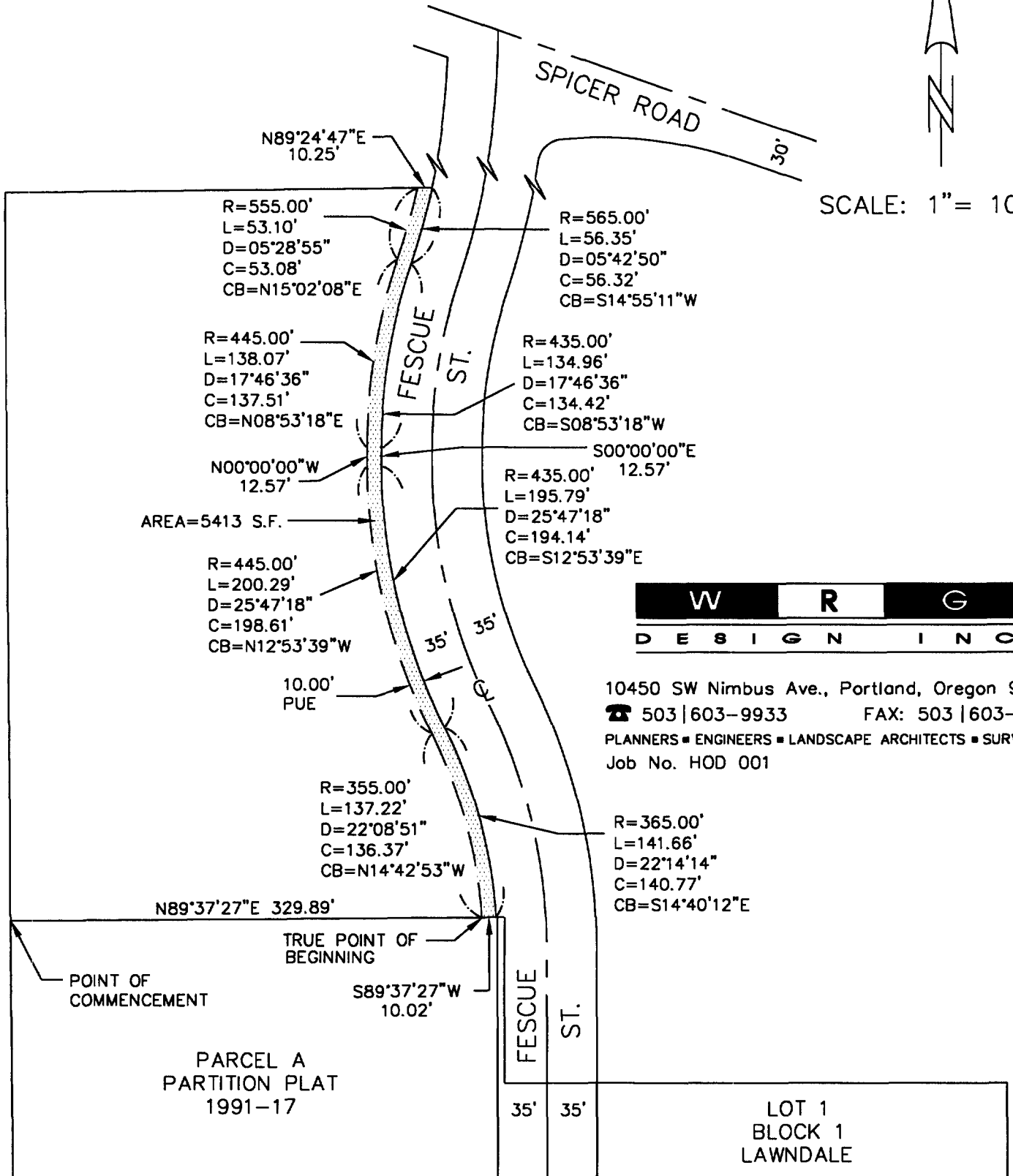
Containing 5,413 square feet.  
 See attached Exhibit "B".

EXHIBIT "B"

FOR PRIVATE UTILITY AND SIDEWALK EASEMENT  
 IN THE EDWARD WHITE DLC NO. 48,  
 IN THE SW ONE-QUARTER OF SECTION 9,  
 TOWNSHIP 11 SOUTH, RANGE 3 WEST, WM,  
 CITY OF ALBANY, LINN COUNTY, OREGON



SCALE: 1" = 100'



**W R G**  
**D E S I G N I N G**

10450 SW Nimbus Ave., Portland, Oregon 97223  
 503 | 603-9933 FAX: 503 | 603-9944  
 PLANNERS ■ ENGINEERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS  
 Job No. HOD 001

LOT 1  
 BLOCK 1  
 LAWNSDALE

STATE OF OREGON  
County of Linn

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

STEVE BRUCKENMILLER  
Linn County Clerk

By Ch Deputy

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S  
A  
O

<sup>30</sup> FEB 16 2 02 PM '99

MF 1011  
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Resolution No. 4084

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