

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Kampfer Bros., a partnership

Purpose

A 15.0-foot wide permanent public sewer main easement as shown on attached EXHIBIT A and described in attached EXHIBIT B.

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

DATED THIS 24TH DAY OF APRIL 2002.



Mayor

ATTEST:



City Recorder

**EXHIBIT 2
EASEMENT FOR A PUBLIC SEWER MAIN**

THIS AGREEMENT, made and entered into this 25th day of March, 2002, by and between **Kampfer Bros., a partnership**, herein called Grantor, and the **CITY OF ALBANY**, a Municipal Corporation, herein called "City "

WITNESSETH:

That the Grantor has this day granted 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 the public sewer main for the purpose of conveying public sewer service 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 sewer main and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public sewer main.

This agreement is subject to the following terms and conditions:

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

A 15 0-foot wide permanent public sewer main easement as shown on attached EXHIBIT B and described in attached EXHIBIT A.
2. In order that the work may be done in a timely and complete manner, we hereby agree to grant and allow a temporary right of entry for construction access to the City, its representatives and to the Contractor, for access to, upon and over our property for planning and construction of a sanitary sewer, service connection, and such appurtenances as are required to make the project complete. It is understood and agreed that this access agreement shall terminate on the date that such work has been satisfactorily completed and accepted by the City of Albany.
3. 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 of the public sewer main.
4. In exchange for granting the permanent public sewer main easement, the City will install a 4-inch diameter sanitary sewer lateral stub-out (up to 20 feet in length) on the property at the location specified by the property owner.
5. 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.
6. Upon performing any maintenance, the City shall return the site to original or better condition.
7. The Grantor and the City acknowledge that if a structure exists on the public sewer main easement described herein either additional permanent structures or additions to the existing structure may not be constructed on the public sewer main easement. If the existing structure is removed from the public sewer main easement, no permanent structure may be reconstructed in its place.

Return to: City of Albany - Recorder
P.O. Box 450, Albany, OR 97321

8. Should the City determine that maintenance, repair, or reconstruction of the public sewer line located under the structure requires the removal or alteration of said structure, the City may undertake such removal or alteration as may be needed. In such event, however, the City shall, upon completion of said maintenance, repair, or reconstruction, restore the structure at City expense to its original or better condition.

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

GRANTOR: **Kampfer Bros.**
Lynn D. Kampfer
Lynn D. Kampfer
Partner
TITLE

Arnold H. Kampfer
Arnold H. Kampfer
Partner
TITLE

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

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

This instrument was acknowledged before me on March 25, 2002

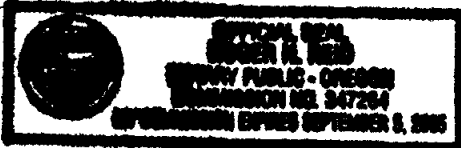
This instrument was acknowledged before me on March 20, 2002

by Lynn D. Kampfer a representative of Kampfer Bros

by Arnold H. Kampfer a representative of Kampfer Bros

[Signature]
Notary Public for Oregon
My Commission Expires: 9-5-2006

[Signature]
Notary Public for Oregon
My Commission Expires 9/18/04



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 4679, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 24th day of April 2002.

[Signature]
City Manager

ATTEST:
[Signature]
City Recorder

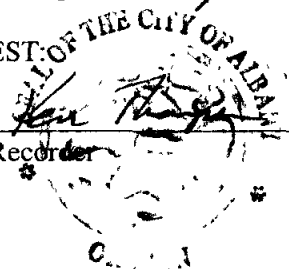


EXHIBIT B

KAMPFER
PUBLIC UTILITY
EASEMENT

LOTS 1,2,3,4,5,6 & 7, BLOCK 8 OF MOTLEY'S ADDITION
SECTION T 11 S, R 3 W, WILLAMETTE MERIDIAN, LINN COUNTY, OREGON



PACIFIC BLVD.

TL 1500 & 1501
LOTS 1,2,3,4,5,6 & 7,
BLOCK 8,
MOTLEY'S ADDITION

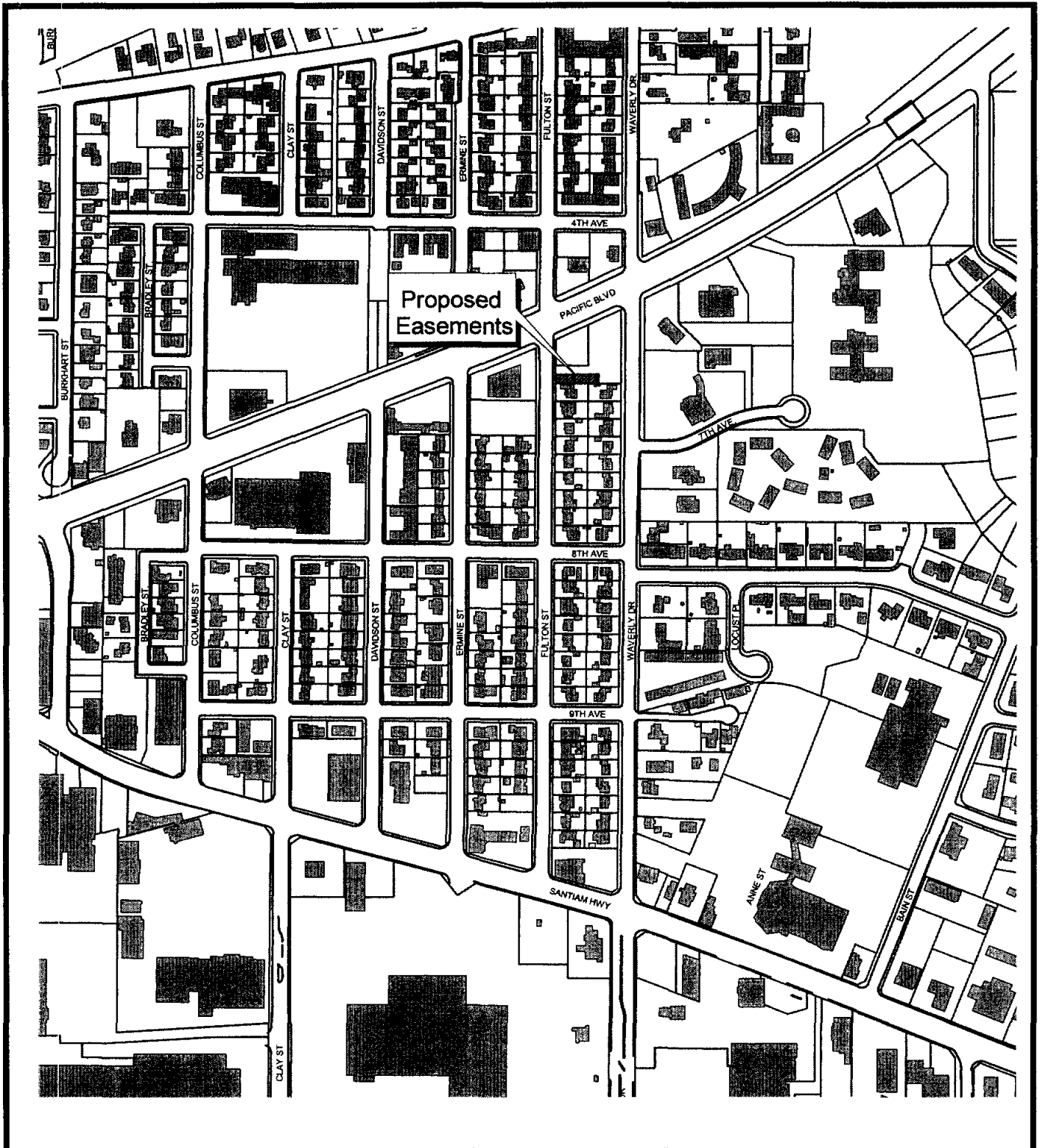
**15 FOOT WIDE
PUBLIC SEWER
EASEMENT**

Lot 7

Lot 6

WAVERLY DRIVE





VICINITY MAP



Waverly/Fulton/Pacific Perpetual Replacement
SS-01-07

10' Wide Public Utility Easements
Block 8, 9, & 12 - Motley's Addition

Kelly Albers

Engineering

angles J WAV_PROJISITE_MAP APR

December 27, 2001



EXHIBIT A

PERMANENT PUBLIC SEWER MAIN EASEMENT

A permanent public sewer main easement across that property conveyed to Kampfer Bros., described in Volume 419, Page 01, Linn County Microfilm Deed Records, said easement being more particularly described as follows and as shown on the attached map labeled "EXHIBIT B"

The southern 15 feet of Lot 7 and the western 5 feet of the southern 15 feet of Lot 6, Block 8 of Motley's Addition to Albany, a subdivision recorded in the Linn County, Oregon Records Book of Plats, Volume 8, Page 28, or February 15, 1946

Containing 0.0362 acres of land, more or less

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 JD Deputy

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S 28
A 11
O

MF 1287

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Resolution No. 4679

Recorded Document Recorder File No. 4098