

RESOLUTION NO. 2358

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

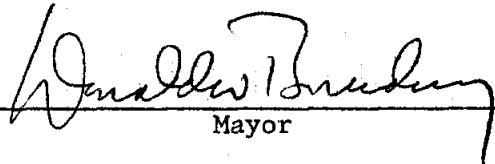
Grantor

Simpson Timber

Purpose

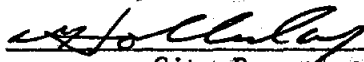
Two temporary 10' construction easements
and one 20' permanent maintenance easement
(see attached legals)

DATED this 27th day of October, 1982.



Mayor

ATTEST:



City Recorder

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 28 day of Oct. 19 82, by and between SIMPSON TIMBER COMPANY

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. 2 temporary easements which cover a strip of land 10 feet in width for the purpose of construction, and
b. a permanent easement which covers a strip of land 20 feet in width for the purpose of maintenance; over the property described herein.
2. The temporary easements described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easements 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 \$ for the temporary easements, and
b. the additional sum of \$ 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.

SIMPSON TIMBER COMPANY

J. R. Breed
PRESIDENT
Joseph R. Breed
ASSISTANT SECRETARY

STATE OF OREGON)
County of)ss
City of)

On this _____ day of _____, 19__ personally appeared the above named _____ and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this _____ day of _____, 19__.

Notary Public for Oregon
My Commission Expires:

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 2358, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: October 28, 1982.

CITY OF ALBANY, OREGON

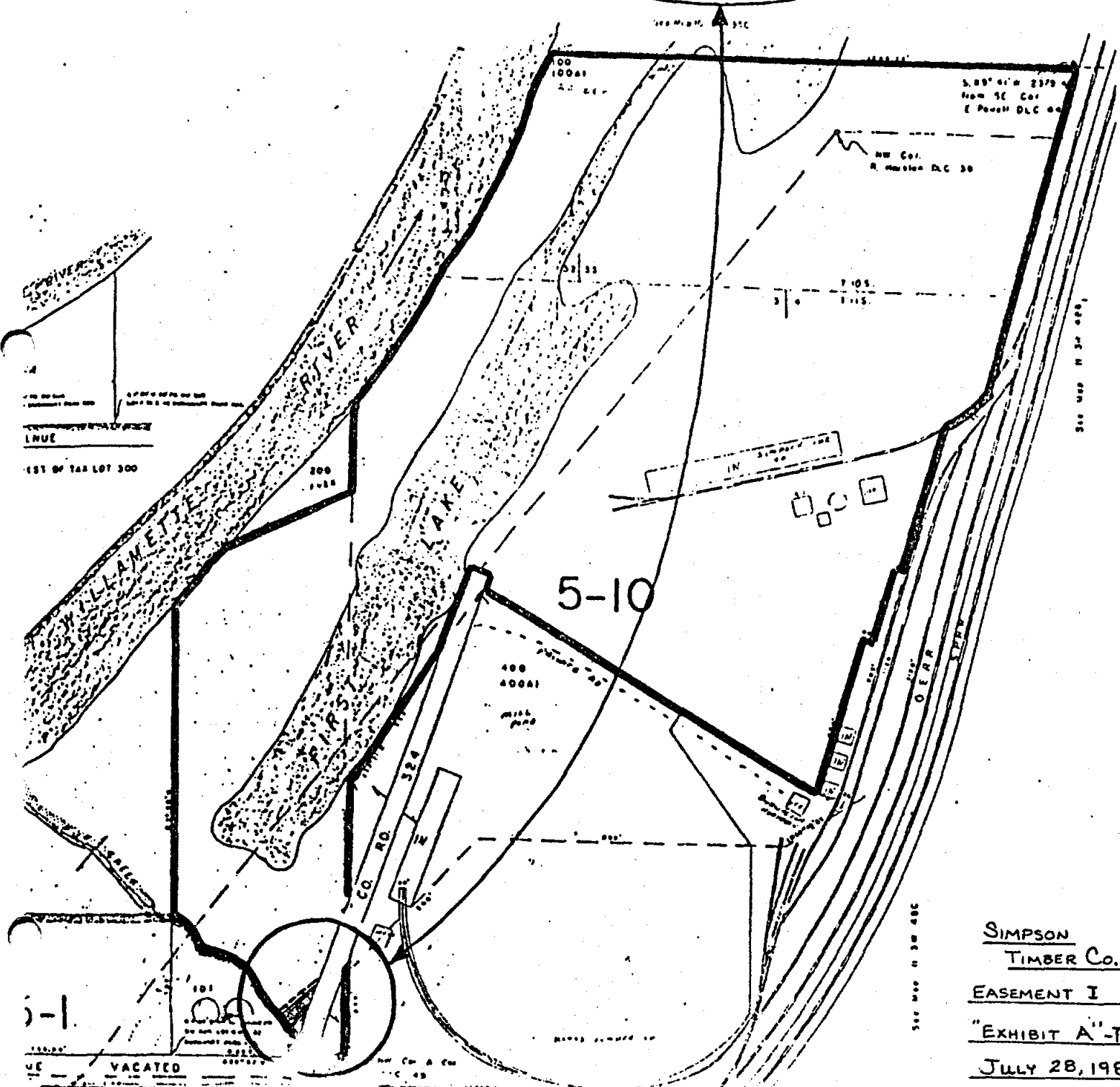
Donald W. Brudvig
Mayor

[Signature]
Recorder

TOTAL = 7,000. SQ. FT.
 (PERM = 4,140. SQ. FT.)
 30' PERMANENT EASEMENT.
 (SEWER 10' EAST OF WEST EDGE)
 TWO- 10' TEMPORARY EASEMENTS.

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 This print is made solely for the purpose of assisting in locating the subject property.
 The company assumes no liability for variations, if any, which may be ascertained by actual survey.
 UNK COUNTY TITLE CO.

CENTER LINE OF CCA CREEK IS PROPERTY LINE
 WEST LINE OF COUNTY ROAD NO. 324 IS PROPERTY LINE
 NE 1/4 Sec. 5 T11S. R.3W. W.M. 11 3W 5A
 85' 170'



SIMPSON
 TIMBER Co.
 EASEMENT I
 "EXHIBIT A"-Pa
 JULY 28, 1982

Easement Description

An easement across land described as beginning at the intersection of the centerline of Cox Creek with the Westerly right-of-way line of Linn County Road No. 324 (also known as "Waverly Drive, Northeast"), said intersection point being approximately 145 feet West and 140 feet North of the Northwest corner of the Anderson Cox D.L.C. No. 49 in Section 5 of T11S, R3W of the Willamette Meridian, Linn County, Oregon; and running thence Northeasterly along the Westerly right-of-way line of said county road 220 feet; thence Southwesterly to a point on the centerline of Cox Creek that bears Northwesterly 120 feet from the point of beginning; thence Southeasterly along the centerline of Cox Creek 120 feet to the point of beginning; with the easement lying within this land as shown on the attached drawing.

Simpson Timber Company
Easement I
"Exhibit A"
Page Two
July 28, 1982

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 28 day of October, 19 82, by and between SIMPSON TIMBER COMPANY

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. 2 temporary easements which cover a strip of land 10 feet in width for the purpose of construction, and
b. a permanent easement which covers a strip of land 30 feet in width for the purpose of maintenance; over the property described herein.
2. The temporary easements described herein grants to the City, and its authorized agents or contractors, an irrevocable right to enter upon said easements 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 easements, and
b. the additional sum of \$ dollars (\$) 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.

SIMPSON TIMBER COMPANY

J.P.S. *J.P. Simpson* PRESIDENT
Joseph R. Bred ASSISTANT SECRETARY

STATE OF OREGON)
County of)ss
City of)

On this _____ day of _____, 19____ personally appeared the above named _____ and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public for Oregon
My Commission Expires:

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 2358, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: October 28, 1982.

CITY OF ALBANY, OREGON

Donald W. Brudvig
Mayor

[Signature]
Recorder



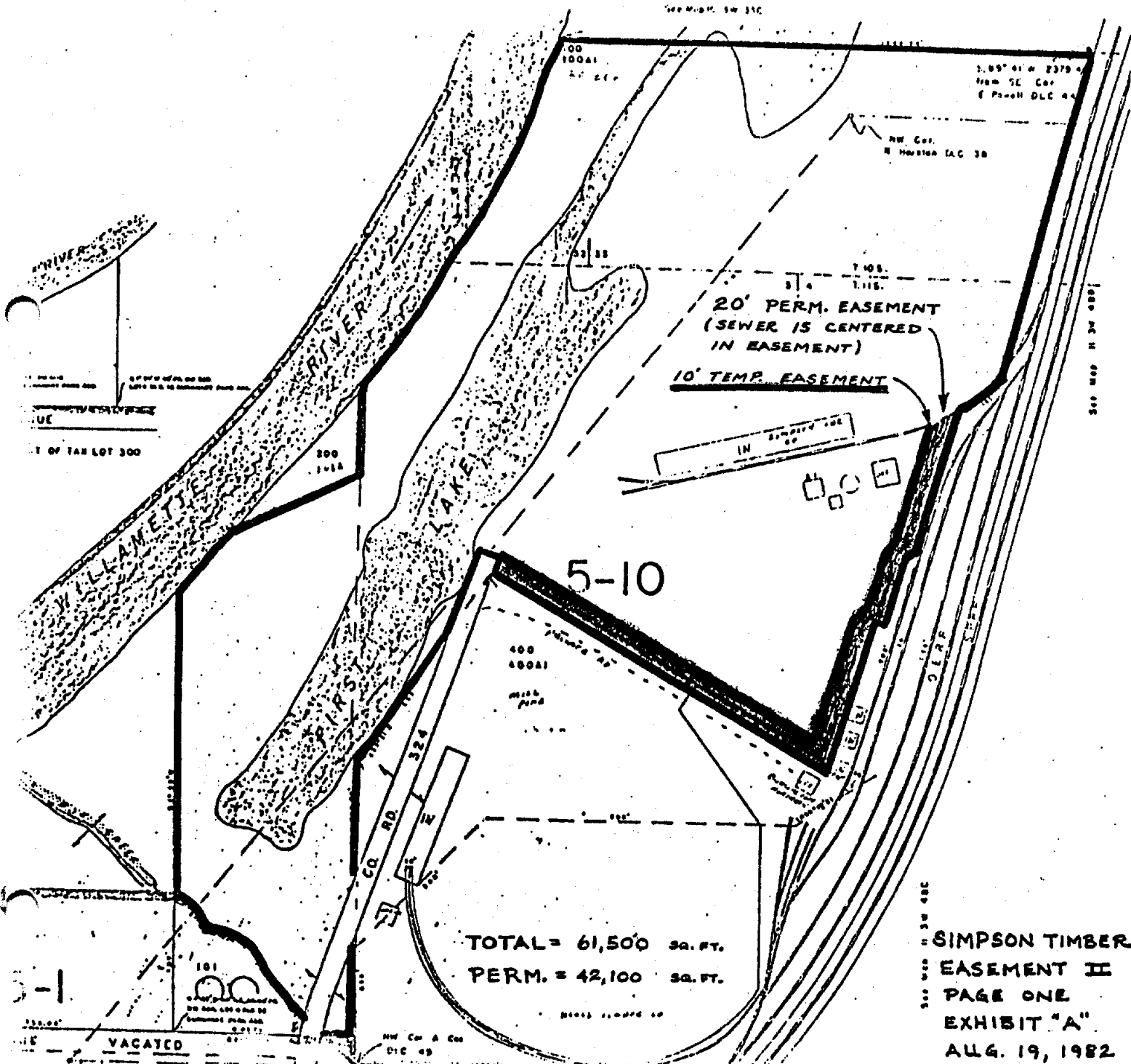
This print is made solely for the purpose of assisting in locating the subject property.
 The company assumes no liability for variations, if any, which may be ascertained by actual survey.

Linn County Title Co.

NE 1/4 Sec. 5 T.11S. R.3W. W.M.

11 3W 5A

1" = 400'



TOTAL = 61,500 SQ. FT.
 PERM. = 42,100 SQ. FT.

SIMPSON TIMBER CO.
 EASEMENT II
 PAGE ONE
 EXHIBIT "A"
 AUG. 19, 1982

Easement Description

That portion of the land described in this Exhibit "A", page three, that falls within ten feet of each side of the centerline of a 20 foot permanent easement described as follows:

Beginning at a point on the East right-of-way line of Waverly Drive, also known as County Road No. 324, this point being ten feet northeasterly of the intersection of said right-of-way line and the southern property line of the grantor, and running thence parallel to and ten feet northeasterly from grantor's southern property line to a point which is ten feet northwesterly of the West line of the right-of-way of the Burlington Northern (formerly Oregon Electric) Railway Company, thence northerly, 1070 feet, more or less, parallel to and ten feet West of the West line of the Railway Company right-of-way, to a point which is five feet south of the centerline of the spur track which serves the grantor's land.

This agreement also provides for a ten foot wide temporary easement for construction purposes which adjoins and runs parallel to the permanent easement described above, along the northern and western sides of the permanent easement.

SIMPSON TIMBER
EASEMENT II
PAGE TWO
EXHIBIT "A"
AUGUST 19, 1982

That portion of the following described tract which lies South of the South line of the Donation Land Claim of Exum Powell, Claim No. 44 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon:

Beginning at the Northeast corner of Burkhart's Park Addition to the City of Albany, Linn County, Oregon, said point being North $1^{\circ}39'$ West 99.6 feet of the Northwest corner of the Anderson Cox Donation Land Claim No. 49, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence South $88^{\circ}23'$ West a distance of 8.03 chains; thence North $1^{\circ}39'$ West to the Willamette River; thence Northerly along said Willamette River to the intersection of said Willamette River with a line projected South $88^{\circ}37'$ West 43.00 chains, more or less, from a point which is 39.50 chains West and North $1^{\circ}30'$ West 52.25 chains distant from the Southeast corner of the Donation Land Claim of Exum Powell, Claim No. 44, in Township 10 South, Range 3 West of the Willamette Meridian; thence North $88^{\circ}37'$ East to the West line of the right of way of the Oregon Electric Railway Company; thence Southerly along the West line of the right of way of the Oregon Electric Railway Company to a point which is 2115 feet Southwesterly from the South line of the Exum Powell Donation Land Claim No. 44 when measured along the West right of way line of said Oregon Electric Railway Company, described in that deed filed March 5, 1912, Certificate No. 394, Certificates of Titles Volume 2, page 59; thence along the Northwest side of that tract of land conveyed to the Oregon Electric Railway Company by deed filed July 6, 1912, Certificate No. 463, Certificate of Titles Volume 2, page 133, Linn County, Oregon, the following courses and distances; South $57^{\circ}19'$ West 180 feet; North $61^{\circ}34'$ West 1212.3 feet; South $33^{\circ}21'$ West 665 feet to a point which is North $1^{\circ}39'$ West 890 feet, more or less, from the Northwest corner of the said Donation Land Claim of Anderson Cox; thence South $1^{\circ}39'$ East 790.4 feet, more or less, to the place of beginning. EXCEPT the following described tracts of land, to wit:

(A) The tract of land sold to A. I. Saylor by deed recorded in Book 98, at page 241, Deed Records of Linn County, Oregon.

(B) That portion of the herein described property conveyed by M and M Wood Working Company, et al. to Oregon Electric Railway company, by deed dated August 15, 1952, recorded September 25, 1952, in Deed Book 228, at page 761, Deed Records of Linn County, Oregon.

(C) That portion of the herein described property conveyed by M and M Wood Working Company et al. to Oregon Electric Railway Company, by Deed dated December 7, 1953, recorded March 13, 1954, in Deed Book 236 at page 559, Deed Records of Linn County, Oregon.

(D) Beginning at a point at the intersection of the North line of Burkhart Addition, a subdivision of record, Linn County, Oregon, with the center line of Cox Creek and thence South $88^{\circ}37'$ West 469.48 feet to the Southwest corner of that tract of land described in Deed Book 281, page 96, said records; thence North $01^{\circ}39'$ West along the West line of said tract, 380 feet, more or less, to the center line of said Cox Creek; thence Southeasterly along the center line of said creek to the point of beginning.