RESOLUTION NO. 2389

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

Grantor

Purpose

Victor G. Lands, M. D.

For underground and power utilities (See attached Exhibits "A" and B")

DATED this 23rd day of March, 1983.

Mayor

ATTEST:

City Recorder

SEALL TY

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COPPED SUB-

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 19 by and between Victor G. Lands, M.D.	4th day of Februa	ry
by and between Victor G. Lands, N.B. hereinafter called the first party, and City of Albany,	a municipal corporat	ion
, hereinafter called the second party; WITNESSETH:		
WHEREAS: The first party is the record owner of the follow	ving described real estate in	Linn
County, State of Oregon, to-wit:	and February Control of the control of the	egrit tida, jisaqqay

SEE ATTACHED - EXHIBIT A

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and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

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NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

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And the property of the state o

The first party does hereby grant, assign and set over to the second party an easement for power utility described as follows:

SEE ATTACHED - EXHIBIT B ... AND THE SEE

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(Insert here a full description of the nature and type of the easement granted to the second party.) The Market

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The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

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Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity always subject, however, to the following specific conditions, restrictions and considerations:

NO YEAR YEAR

VOL 331 PAGE 500

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

and second party's right of way shall be paralle	el with said center line and not more thanfeet
distant from either side thereof.	
	the benefit of, as the circumstances may require, not only the
The second secon	tive heirs, executors, administrators and successors in interest as
well.	
	the context so requires, words in the singular include the plural; euter; and generally, all changes shall be made or implied so
that this instrument shall apply both to indivi	The state of the s
こまたもち こうさ	hereto have subscribed this instrument in duplicate on this, the
day and year first hereinabove written.	
	Vistal L. Jands M.V.
and the state of t	
(If the above named first party is a corporation, use the form of acknowledgment opposite.)	
STATE OF OREGON.	73.490) STATE OF OREGON, County of
County of LINN	19
FEBRUARY 14 , 1983	Personally appeared and
Personally appeared the above named	who, being duly sworn, each for himself and not one for the other, did say that the former is the
VICTOR G. LANDS, M.D.	president and that the latter is the
and acknowledged the foregoing instrument to be	eccretary of
NISvoluntary act and deed.	and the state of t
Pelore me:	and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf
(OFFICIAL	of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
SEAL) Slew Hirehler	Before me:
Notary Public for Oregon My commission expires ERGER	Notary Public for Oregon SEAL)
NOTARY PUBLIC - OREGON	My commission expires:
My Commission Expires 1-12-86	
E CIDENTS COLUMN	
AGREEMENT FOR EASEMENT	STATE OF OREGON
BETWEEN	County of
	I certify that the within instru-
	ment was received for record on the
	day of
AND THE RESERVE OF THE PROPERTY OF THE PROPERT	SPACE RESERVED at Cordock M., and recorded
	in book on page or as
	Record of of said county.
AFTER RECORDING RETURN TO	Witness my hand and seal of
No. 10 (1997) (1	County affixed.
	Recording Officer
	B: Deputy

County, State of Oregon, to-wit:

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made	and entered into this	14th day of	February	-ta 83
by and between Victor G.	Lands, M.D.			
hereinafter called the first party, as			corporation	***************************************
, hereina				
	WITNESSET	н:	The state of the Co	
WHEREAS: The first party is	the record owner of the	following described rea	al estate in L11	m

SEE ATTACHED - EXHIBIT A

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A CONTRACTOR OF THE PARTY OF THE PROPERTY OF THE PARTY OF

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

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The first party does hereby grant, assign and set over to the second party an easement for underground utilities described as follows:

SEE ATTACHED - EXHIBIT B

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(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

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Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of _____perpetuj(ity_____, always subject, however, to the following specific conditions, restrictions and considerations:

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wand second party's right of way shall be paralle	I with said center line and not more than feet
distant from either side thereof.	
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immediate parties hereto but also their respect	tive heirs, executors, administrators and successors in interest as
well.	and the second s
	the context so requires, words in the singular include the plural;
	uter; and generally, all changes shall be made or implied so
that this instrument shall apply both to individ	hereto have subscribed this instrument in duplicate on this, the
day and year first hereinabove written.	
	1/11 C Land MD
	The first of the second of the
(If the above named first party is a corporation, use the form of acknowledgment opposite.)	
(2) W. J. C.	STATE OF OREGON, County of
STATE OF OREGON,	STATE OF OREGON, County of
County of AJNN.	Personally appeared and
Personally appeared the above named	who, being duly strorn,
VICTOR G. LANDS, M.D.	each tor himself and not one for the other, did say that the former is the
and acknowledged the foregoing instrument to be	Secretary of
h is voluntary act and deed.	a corporation,
Before me:	and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf
(OFFICIAL CALL SAL SAL SAL SAL SAL SAL SAL SAL SAL	of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
SEAL) HIN GULLA BUILD	Before me:
ELLEN HIN Notary Public for bregon NOTARY PUBLING Commission expires: 1-12-86	Notary Public for Oregon SEAL)
My Commission Expires	My commission expires:
W Constitution of the cons	
AGREEMENT	STATE OF OREGON
FOR EASEMENT	STATE OF OREGON
BETWEEN	County of
	I certify that the within instru-
	ment was received for record on the
	day of, 19, ato'clock M., and recorded
AND THE PROPERTY OF THE PROPER	SPACE RESERVED in book on page or as
	RECORDER'S USE Record of of said county.
	Record of of said county.
AFTER RECORDING RETURN TO	Witness my hand and seal of County affixed.
	County arrixed.
	- Company Co
	Recording Officer
	B Deputy

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14th day of February by and between Victor G. Lands, M.D.	, 1983.,
hereinafter called the first party, and City of Albany, a municipal corporation	*****************
hereinafter called the second party; WITNESSETH:	say somitals
WHEREAS: The first party is the record owner of the following described real estate in Line County, State of Oregon, to-wit:	<u>an</u>

SEE ATTACHED - EXHIBIT A

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and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

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NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

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The state of the s

The first party does hereby grant, assign and set over to the second party an easement for underground utilities described as follows:

THE SECOND OF SEE ATTACHED EXHIBIT B

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(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

ake malengan kidangse kun kisiatan dan bil sisakah naan kibabahaya, biji ajaatik karey ah mark sa iki. Kisa ka

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate. A Properties

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period ofperpetulty......, always subject, however, to the following specific conditions, restrictions and considerations:

VOL 331 PAGE 494

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

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and second party's right of way shall be par	allel with said center line and not more thanfeet
distant from either side thereof.	
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	to the benefit of, as the circumstances may require, not only the pective heirs, executors, administrators and successors in interest as
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	ere the context so requires, words in the singular include the plural;
	neuter; and generally, all changes shall be made or implied so lividuals and to corporations.
	ies hereto have subscribed this instrument in duplicate on this, the
day and year first hereinabove written.	
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	JUAN Y JUMB, 14-1
	Barrier Commence of the Commen
the above named first party is a corporation,	
a the form of acknowledgment apposite.)	DRS 93.490)
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County of LINN	19
FEBRUARY 14 , 1983	Personally appeared an an
Personally appeared the above named	each for himself and not one for the other, did say that the former is the
Victor G. Lands, M.D.	president and that the latter is the
d acknowledged the foregoing instrument to be	secretary of
his voluntary act and deed.	a corporation
Before me:	and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behal
official Geller Derchler	of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
ELLEN HINCHSEAGER	Belore me:
NOTARY Public for Oregon	(OFFICIAL
My commission expires. 1-12-86	Notary Public for Oregon SEAL)
	My commission expires:
AGREEMENT	STATE OF OREGON
FOR EASEMENT	
BETWEEN	County of
	I certify that the within instru-
	ment was received for record on the
	day of
AND	SPACE RESERVED at
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	Recording Officer
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