

RESOLUTION NO. 2377

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

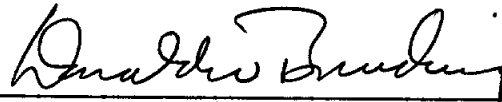
Grantor

Oregon Freeze Dry Foods, Inc.

Purpose

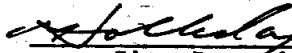
A permanent 12' easement for maintenance and usage of an existing sanitary sewer line (see attached legal, Exh. "A")

DATED this 26th day of January, 1983.



Mayor

ATTEST:



City Recorder

EASEMENT FOR A SANITARY SEWER

THIS AGREEMENT, made and entered into this 16th day of December,
1982, by and between Oregon Freeze Dry Foods, Inc.

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 sewerage 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. a temporary easement which covers a strip of land -0- feet in width for the purpose of construction, and
 - b. a permanent easement which covers a strip of land 12.00 feet in width for the purpose of maintenance;
over the property described herein.

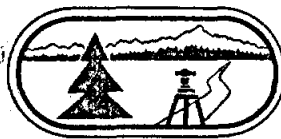
2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for maintenance and repair purposes.

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 _____ -NO- _____ dollars (\$ -0-)
for the temporary easement; and
 - b. the additional sum of _____ -NO- _____ dollars (\$ -0-)
for the permanent easement.

Timberland

ENGINEERS · SURVEYORS



McCullough

FORESTERS · PLANNERS

1010 Airport Road, S.E. · P.O. Box 668 · Albany, OR 97321 · (503) 926-9404

November 22, 1982

**Sanitary Sewer Easement
Oregon Freeze Dry Foods to City of Albany**

An easement for the maintenance and usage of an existing sanitary sewer line being 12 feet of even width and lying 6.00 feet on each side of the following described centerline:

Beginning at a point which is North 17°48'27" West 1197.51 feet, South 89°02'05" West 145.00 feet and North 0°57'55" West 50.00 feet from the initial point located at the north-east corner of the 34th AVENUE INDUSTRIAL PARK subdivision to Linn County, Oregon; and running thence along said existing sewer line South 83°39'00" East for a distance of 200 feet, more or less, to the westerly right-of-way of 25th Avenue in the City of Albany in said County and the terminus of said easement.

Kenneth M. Wightman

Kenneth M. Wightman, PLS 942

"EXHIBIT A"

Page Two.

5. The Grantors do hereby covenant with the City that they are lawfully seized and possessed of the real property herein described and that they have a good and lawful right to convey it or any interest in or part thereof and that they will forever warrant and defend the title 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.

L. H. Hildebrandt
L. H. Hildebrandt
Vice President Engineering
~~Oregon Freeze Dry Foods, Inc.~~

STATE OF OREGON)
County of) ss
City of)

On this 15th day of December, 1982 personally appeared the above named Louis H. Hildebrandt and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 15th day of December, 1982.

Louis D. Blair
Notary Public for Oregon
My Commission Expires:
My Commission Expires February 19, 1984

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

I, William Barrons, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 2377, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof.

Dated: January 27, 1983.

CITY OF ALBANY, OREGON

William Barrons
City Manager

[Signature]
Recorder

FERRY ST.

SANTIAM

Note:
Cul-de-sac per
CS 16900 and mf 233-
948 LCDR WBS
VACATED UNDER
RES. 2329 & ORD. 4506

Decd mf 214-10
CS 15695

O.F.D.E. OWNERSHIP
EAST OF CANAL = 0.02 AC.

Found bly
iron rod
205.62'
215.09"E
517°50'43"

588°59'40"W
59.48'

Found bly
iron rod

325.94'

25TH AVENUE

588°59'40"W (588°58'00"W)

325.94'

Found
iron rod

Decd mf 296-926
CS 16486

Cul-de-sac Relocated
per RES. 2329 &
ORD. 4506

NE8°53'40"E
30.37' 211.41'

506.82'

BRIDGE AND ROADWAY EASEMENT
PER MF 226-690 LCDR
589°02'05"W 4.18'

Found iron rod per
CS 16900 Now Gone

137.00'

sanitary
sewer
manhole

12.00'

CANAL

N17°43'27"N

G.G.B.D. INDUSTRIAL
CS 16251



"EXHIBIT A"

Page One.

Resolution No. 2377

Recorded Document Recorder File No. 1406