

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

Grantor

Purpose

Permawood Northwest Corporation

To allow for public access to and from and along the Willamette River and for the construction of a bikepath, landscaping and buffer (see attached legal metes and bounds)

MF 356, Page 925

DATED this 28th day of March, 1984.

Donald Brudwig

Mayor

ATTEST:
[Signature]

City Recorder

560832

At 8:30 O'clock a.m. *408*

April 4, 1984

DEL W. RILEY
Linn County Clerk

STATE OF OREGON
County of Linn

By *[Signature]* Deputy

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

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 1984, by and between PERMAWOOD NORTHWEST CORPORATION, an Oregon corporation, hereinafter called the "First Party," and the CITY OF ALBANY, OREGON, a municipal corporation, hereinafter called "the City";

W I T N E S S E T H :

WHEREAS, the First Party has applied for certain development permits from the City; and

WHEREAS, the City has required, as a condition of obtaining those permits, that the First Party dedicate an easement to allow for public access to and from and along the Willamette River, and for the construction of a bike path, landscaping and buffering; and

WHEREAS, the First Party has ownership in the following described real estate in Linn County, State of Oregon, more particularly described as:

Beginning at a point on the easterly right-of-way line of Geary Street, said point being North 1°33'30" West, 529.21 feet from the southwest corner of block 3, Woodle's Riverside Addition to the City of Albany, Linn County, Oregon; thence North 69°08'00" East, 165.62 feet; thence North 58°39'25" East, 311.41 feet; thence North 73°28'50" East, 21.03 feet; thence North 88°18'15" East, 141.83 feet to the extension of the west right-of-way line of Alco Street; thence North 1°41'45" West 80.00 feet to the right bank of the Willamette River; thence South 71°16'38" West 187.70 feet along the right bank of the Willamette River; thence South 58°39'25" West 308.20 feet along the right bank of the Willamette River; thence South 69°08'00" West 150.15 feet along the right bank of the Willamette River; thence South 1°33'30" East 37.08 feet along the east right-of-way line of Geary Street to the point of beginning.

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

The First Party does hereby grant, assign and set over to the City a perpetual easement for public access to, from and along the Willamette River on the above-described property, and further, that the above-described property may be used by the City as a bike path, and further, the City shall maintain on the above-described property such landscaping and other buffering devices as deemed necessary by the City. Maintenance and protection of all landscaping, of all improvements and of the real property itself, shall be the responsibility of the City.

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

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective grantees, assignees, heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first above written.

First Party:

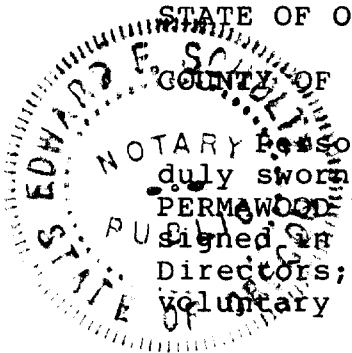
PERMAWOOD NORTHWEST CORPORATION

By H. David Smith President

STATE OF OREGON)
) ss.
COUNTY OF LINN)

Date: March 17, 1984

Personally appeared H. David Smith, who being duly sworn did say that he is the President of PERMAWOOD NORTHWEST CORPORATION, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Edward F. Schulz
Notary Public for Oregon
My Commission Expires: 9-30-85

Formal Acceptance by the CITY OF ALBANY:

By Donald W. Brudvig
Mayor

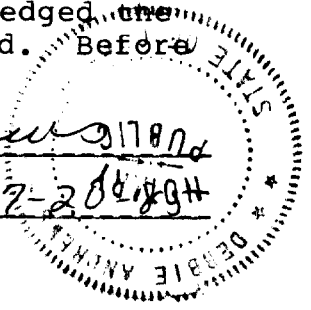
Attested By [Signature]
City Recorder

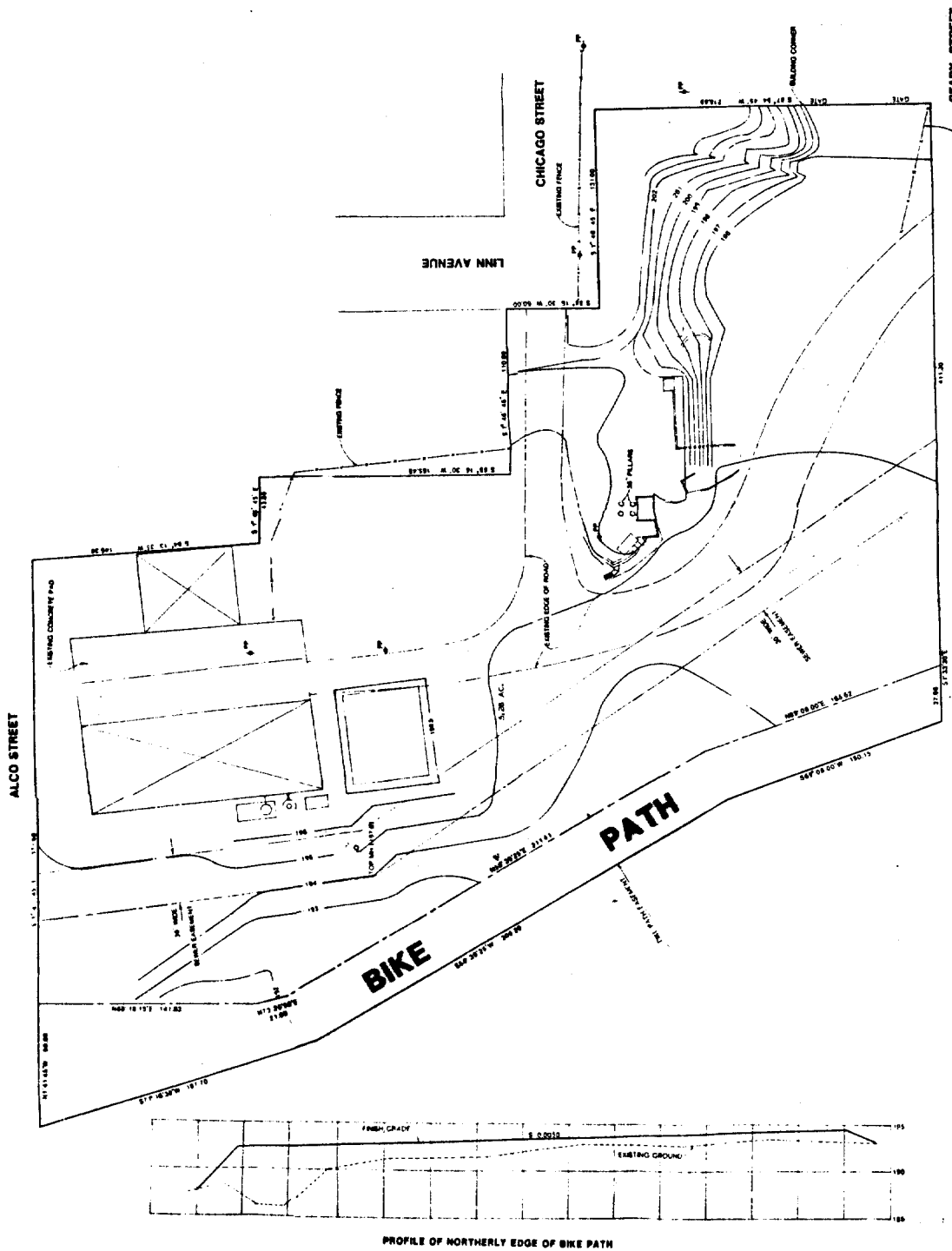
STATE OF OREGON)
) ss.
COUNTY OF LINN)

Date: March 31, 1984

Personally appeared Donald W. Brudvig and D. Gary Holliday, who being duly sworn did say that they are the Mayor and City Recorder of the City of Albany, a municipal corporation, and that said instrument was signed in behalf of said municipal corporation; and they acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Debbie Andrews
Notary Public for Oregon
My Commission Expires: 7-20-84





560833

April 4, 1984

STATE OF OREGON
County of Linn

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

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At 8:30 O'clock a.m.

DEL W. RILEY
Linn County Clerk

By FLH, Deputy

1600
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Resolution No. 2452

Recorded Document Recorder File No. 1524