

RESOLUTION NO. 6414

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

James and Brenda Ruble

Purpose

A 20-foot wide sewer maintenance road access easement across Tax Lot 11S04W12 01000 to allow a gravel access road to be constructed from an existing gravel road to the east property line of the Riverbend Apartments site.

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

DATED AND EFFECTIVE THIS 13TH DAY OF MAY 2015.


Mayor

ATTEST:


City Clerk

EASEMENT FOR SEWER MAINTENANCE ACCESS ROAD

THIS AGREEMENT, made and entered into this 18th day of APRIL, 2015, by and between James and Brenda Ruble, hereinafter called Grantor, 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 grantor has this day bargained and sold and by these presents does 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 a gravel access road for the purpose of public sanitary sewer access 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 access road and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said access road.

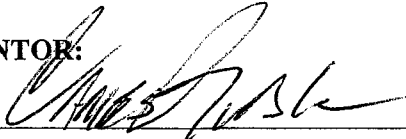
This agreement is subject to the following terms and conditions:

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


A 20 foot wide access easement containing an approximately 10 foot wide road.

See legal description on attached Exhibit A and maps on attached Exhibits B and C. Said Exhibits attached hereto and incorporated 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 construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. 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.
5. Upon performing any maintenance, the City shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.
7. The Grantor shall not be responsible for maintaining the portion of the gravel road used by the City to access the City sewer system. If, in the City's estimation, the road requires maintenance, the City shall be responsible to perform the road maintenance.
8. The Grantor shall have reasonable access to use the road.
9. The Grantor shall be indemnified from any possible claims arising from the City's use of the easement and road.

IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

GRANTOR:


James Ruble



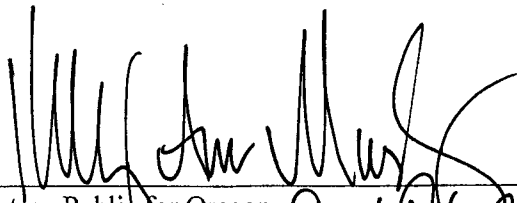
Brenda Ruble

STATE OF OREGON)
County of Clatsop) ss.
City of Wheeler)

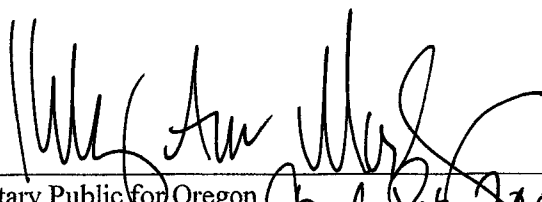
STATE OF OREGON)
County of Clatsop) ss.
City of Wheeler)

The foregoing instrument was acknowledged before me this 18th day of APRIL, 2015, by James Ruble as his voluntary act and deed.

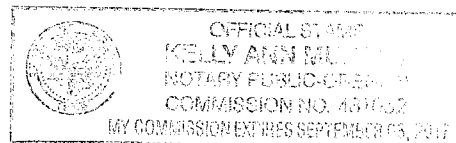
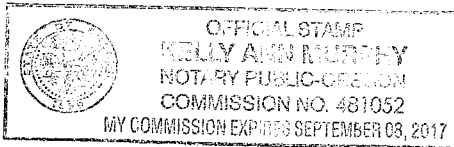
The foregoing instrument was acknowledged before me this 18th day of APRIL, 2015, by Brenda Ruble as her voluntary act and deed.



Notary Public for Oregon
My Commission Expires: Sept 8th 2017



Notary Public for Oregon
My Commission Expires: Sept 8th 2017



CITY OF ALBANY:

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

I, Wes Hare, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number _____, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this _____ day of _____ 2015.

City Manager

ATTEST:

City Clerk

Exhibit A

Legal Description of Road Access Easement

A 20 foot wide easement for road access for sanitary sewer maintenance, lying over and adjacent to a portion of the existing 1956 sanitary sewer easement recorded in Linn County, Oregon, deed records Book 248, Page 134. Said road access easement more particularly described as follows:

A 20-foot wide easement centered over the following described line. Beginning at a point on the east property line of that property conveyed to James and Brenda Ruble by a deed recorded in Linn County, Oregon, Deed Records MF 1729-0707. Said point being 765.05 feet north $1^{\circ}24'$ west of the southeast corner of the Harvey Gordon DLC #54 in T. 11 S., R. 3W, WM, and west 27.1 feet to said east property line;

Thence South 74° West 45 feet;

Thence South 59° West 100 feet;

Thence South 72° West 75 feet to the parking lot of the Riverbend Apartments,

As shown on the attached maps labeled Exhibits B and C.

Exhibit B - Road Access Easement Map

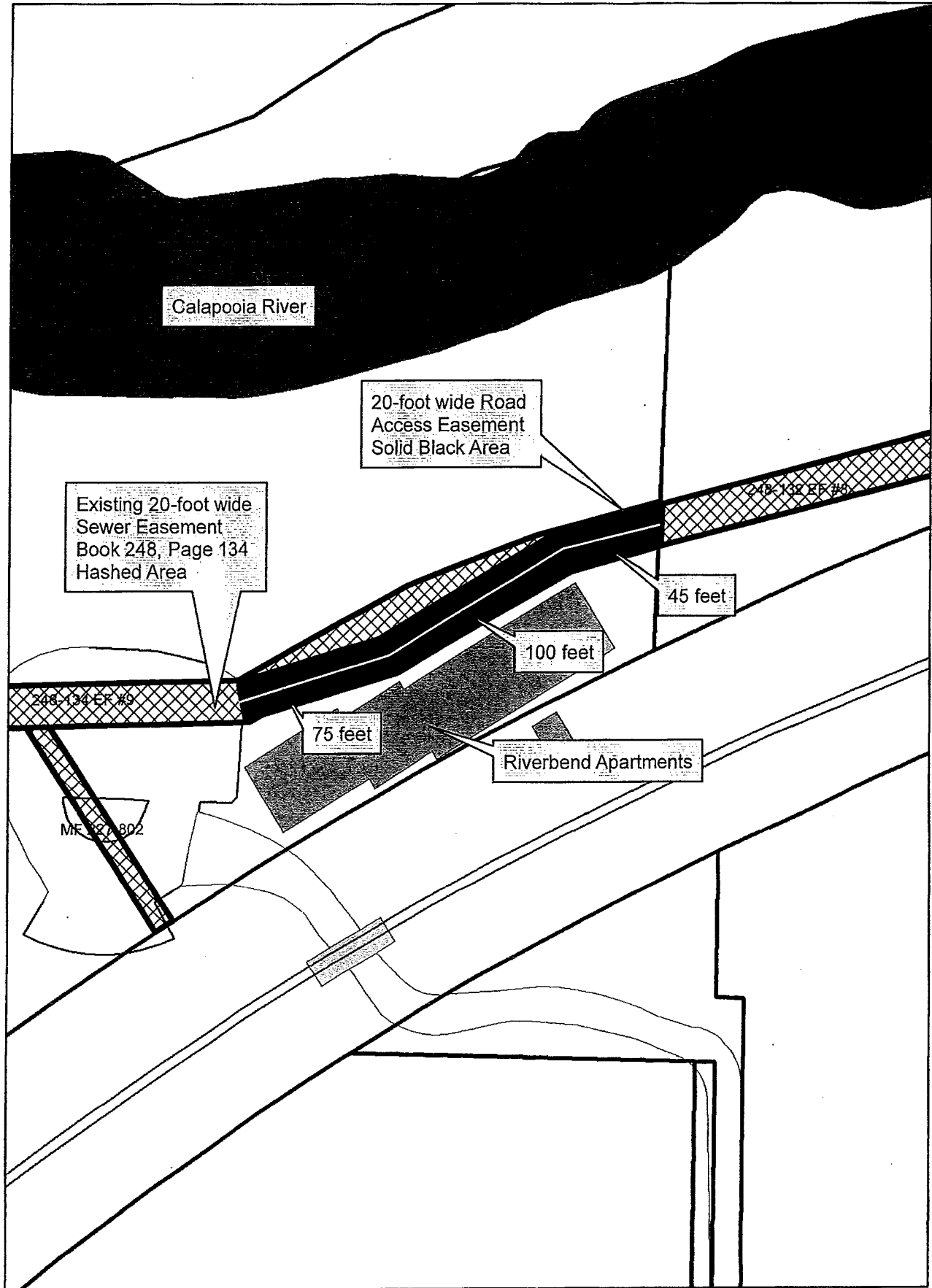


EXHIBIT C

11S04W12 -01000

A 20 foot wide Sewer maintenance access road easement for the construction of gravel access road



Geographic Information Services

