

AN ORDINANCE VACATING A PORTION OF WARNER STREET LYING SOUTH OF 9TH AVENUE, WEST OF GEARY STREET, AND NORTH OF THE PERIWINKLE MOBILE HOME PARK AND LYING WITHIN PRICE'S SUBDIVISION

WHEREAS, the City Council of the City of Albany did by adoption of Resolution No. 2396, City of Albany Resolutions, at the council meeting held on the 15th day of June, 1983, set the hour of 7:15 pm o'clock on the 13th day of July, 1983, as the time for hearing of objections to the proposed vacation of a portion of Warner Street lying south of 9th Avenue, west of Geary Street, and north of the Periwinkle Mobile Home Park and lying within Price's Subdivision.

WHEREAS, the said notice has been posted and published as required by law; and

WHEREAS, the said hearing on the 13th day of July, 1983, has been duly held and parties were given an opportunity to be heard and the council being fully informed.

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1: That a portion of Warner Street lying south of 9th Avenue, west of Geary Street, and north of the Periwinkle Mobile Home Park and lying within Price's Subdivision is hereby vacated subject to the following conditions:

1. That a 24-foot access easement is hereby reserved for Tax Lot 400, 11-3W-8BC along the easterly right-of-way line of the existing Warner Street.
2. That a 35-foot sanitary sewer easement is hereby reserved along the easterly right-of-way line of the existing Warner Street.
3. Upon development of the property, the access easement shall be paved to City of Albany commercial driveway standards.

Passed by the Council: March 27, 1985  
Approved by the Mayor: March 29, 1985  
Effective Date: April 27, 1985

Tom Holman  
Mayor

ATTEST:

City Recorder  
City Recorder

INDEMNIFICATION AGREEMENT

In consideration of the vacation of Warner Street, south of 9th Avenue, west of Geary Street, and north of the Periwinkle Mobile Home Park, which vacation is more particularly described as file no. BC-01-83, the undersigned hereby agrees to indemnify the CITY OF ALBANY, OREGON, a municipal corporation, from any and all claims, demands, or damages which may be claimed against or suffered by the CITY or any any manner arising out of the foregoing vacation. This indemnification shall include any or all expenses or costs actually incurred by the City including, but not limited to, attorney's fees, settlement expenses, investigation expenses, and any judgments awarded against the CITY OF ALBANY, in favor of any third person or persons as a result of the foregoing vacation.

This obligation shall be permanent and irrevocable and the undersigned are jointly and severally bound to all of its terms.

IN WITNESS WHEREOF, the parties have executed this agreement this 31 day of Jan, 1985.  
~~the day and year first above written~~

MILLER-HAINES BUILDING SUPPLY, INC.

By Jack C. Haines Pres  
Jack C. Haines, President

Jack C. Haines  
Jack C. Haines, Personally

Beverly Haines  
Beverly Haines, Personally