

A RESOLUTION ACCEPTING AN AGREEMENT FOR THE ISSUANCE OF A REVOCABLE ENCROACHMENT PERMIT ALLOWING CE/WESTERN ENGINEERING, INC./NORTH POINTE DEVELOPMENT, LLC, TO OCCUPY A PORTION OF THE ELLSWORTH STREET RIGHT-OF-WAY.

WHEREAS, CE/Western Engineering, Inc./North Pointe Development, LLC, desires to construct a handicapped ramp within the existing Ellsworth Street right-of-way, as shown on the attached map (Exhibits A and B); and

WHEREAS, CE/Western Engineering, Inc./North Pointe Development, LLC, desires the City to issue a revocable Encroachment Permit to occupy said right-of-way.

NOW, THEREFORE, CE/Western Engineering, Inc./North Pointe Development, LLC, and the City agree to the following:

1. The City shall issue CE/Western Engineering, Inc./North Pointe Development, LLC, a revocable Encroachment Permit to occupy the Ellsworth Street right-of-way to service Tax Lot 3000, Linn County Map 11-3W-6CC, with a concrete handicapped ramp. Said permit may be revoked by the City at any time. Upon notification of the revocation of the permit, CE/Western Engineering, Inc./North Pointe Development, LLC, shall remove the concrete handicapped ramp within 90 days; and
2. Notwithstanding the provisions of Item 1, the City or its agent(s) may remove the handicapped ramp at any time, without notification or delay should an emergency exist. All costs associated with said removal shall be reimbursed by CE/Western Engineering, Inc./North Pointe Development, LLC, to the City; and
3. Any replacement of the handicapped ramp after removal, if allowed by City, shall be the responsibility of CE/Western Engineering, Inc./North Pointe Development, LLC; and
4. The handicapped ramp shall be constructed by CE/Western Engineering, Inc./North Pointe Development, LLC, under the provisions of a building permit; and
5. CE/Western Engineering, Inc./North Pointe Development, LLC, shall hold the City and its agent(s) harmless for any claims, costs, or liabilities suffered or caused by CE/Western Engineering, Inc./North Pointe Development, LLC, its employees, agents, or others as a result of the issuance of said permit, the utilization of the Ellsworth Street right-of-way, or any other act by the City or its agents related to this agreement, including but not limited to, damage or removal of said handicapped ramp; injury; and lack of legal or adequate access to CE/Western Engineering, Inc./North Pointe Development, LLC.

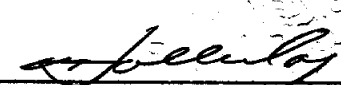
BE IT FURTHER RESOLVED that the City Council of the City of Albany, Oregon, authorizes the City Manager to execute the agreement and conditions for acceptance.

DATED THIS 25TH DAY OF FEBRUARY 1998.



Mayor

ATTEST:



City Recorder

AGREEMENT FOR HANDICAP RAMP

THIS AGREEMENT IS ENTERED INTO BETWEEN THE CITY OF ALBANY, OREGON, A MUNICIPAL CORPORATION, HEREAFTER REFERRED TO AS "CITY," AND CE/WESTERN ENGINEERING, INC./NORTH POINTE DEVELOPMENT, LLC, OREGON CORPORATION, HEREAFTER REFERRED TO AS "CE/WESTERN."

WHEREAS, CE/Western desires to construct a handicapped ramp within the existing Ellsworth Street right-of-way to service Tax Lot 3000, Linn County Map 11-3W-6CC, as shown on the attached map (Exhibits A and B); and

WHEREAS, the City may have a future need to utilize said right-of-way for maintenance, construction, or other purposes; and

WHEREAS, CE/Western desires the City to issue a revocable Encroachment Permit to occupy said right-of-way.

NOW, THEREFORE, CE/Western and City agree to the following:

1. The City shall issue CE/Western a revocable Encroachment Permit to occupy the Ellsworth Street right-of-way with a handicapped ramp. Said permit may be revoked by the City at any time. Upon notification of the revocation of the permit, CE/Western shall remove the handicapped ramp within 90 days; and
2. Notwithstanding the provisions of Item 1, the City or its agent(s) may remove the handicapped ramp at any time, without notification or delay should an emergency exist. All costs associated with said removal shall be reimbursed by CE/Western to the City; and
3. Any replacement of the stairs and handicapped ramp, after removal, if allowed by City, shall be the responsibility of CE/Western; and
4. The handicapped ramp shall be constructed under the provisions of a building permit, with a maximum concrete thickness of 6 inches; and
5. CE/Western shall hold the City and its agent(s) harmless for any claims, costs, or liabilities suffered by CE/Western, its employees, agents, or others as a result of the issuance of said permit, the utilization of the Ellsworth Street right-of-way, or any other act by the City or its agents related to this agreement, including but not limited to, damage or removal of said handicapped ramp, injury, and lack of legal or adequate access to CE/Western.

DATED THIS 27th DAY OF February, 1998.

IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year above written.

CE/WESTERN ENGINEERING, INC.:

By: [Signature]

Title: VICE PRESIDENT

By: [Signature]

Title: SECRETARY

(Note: Signatures of two officers are required for a corporation.)

Return to: City of Albany - Recorder
P.O. Box 490, Albany, OR 97321

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

The foregoing instrument was acknowledged before me this 27th day of February, 1998
by Brian W. Downs ^{vi} president, and by Brian W. Downs, Secretary (Title),
of CE/Western Engineering, Inc., an Oregon corporation, on behalf of the corporation.

Nicole M. Loney
Notary Public for Oregon
My Commission Expires: 10-29-00

CITY OF ALBANY, OREGON

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

I, Steve Bryant, as City Manager of the City of Albany, Oregon, pursuant to Planning Case File No. #1-0198,
do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms therein this 5th
day of March, 1998.

[Signature]
City Manager

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

The foregoing instrument was acknowledged before me this 5th day of March, 1998, by Steve Bryant,
City Manager, for the City of Albany, Countys of Linn and Benton, Oregon, a municipal government.

[Signature]
City Recorder

[Signature]
Notary Public

APPROVED AS TO FORM:

City Attorney



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

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The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____, president, and by _____ (Title).
of _____ an Oregon corporation, on behalf of the corporation.

Notary Public for Oregon
My Commission Expires: _____

CITY OF ALBANY, OREGON

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

I, Steve Bryant, as City Manager of the City of Albany, Oregon, pursuant to Planning Case File No. _____
do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms therein this _____
day of _____, 19____.


City Manager

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

The foregoing instrument was acknowledged before me this ___ day of _____, 19____, by Steve Bryant,
City Manager, for the City of Albany, Countys of Linn and Benton, Oregon, a municipal government.

City Recorder

APPROVED AS TO FORM:


City Attorney Pro Tem

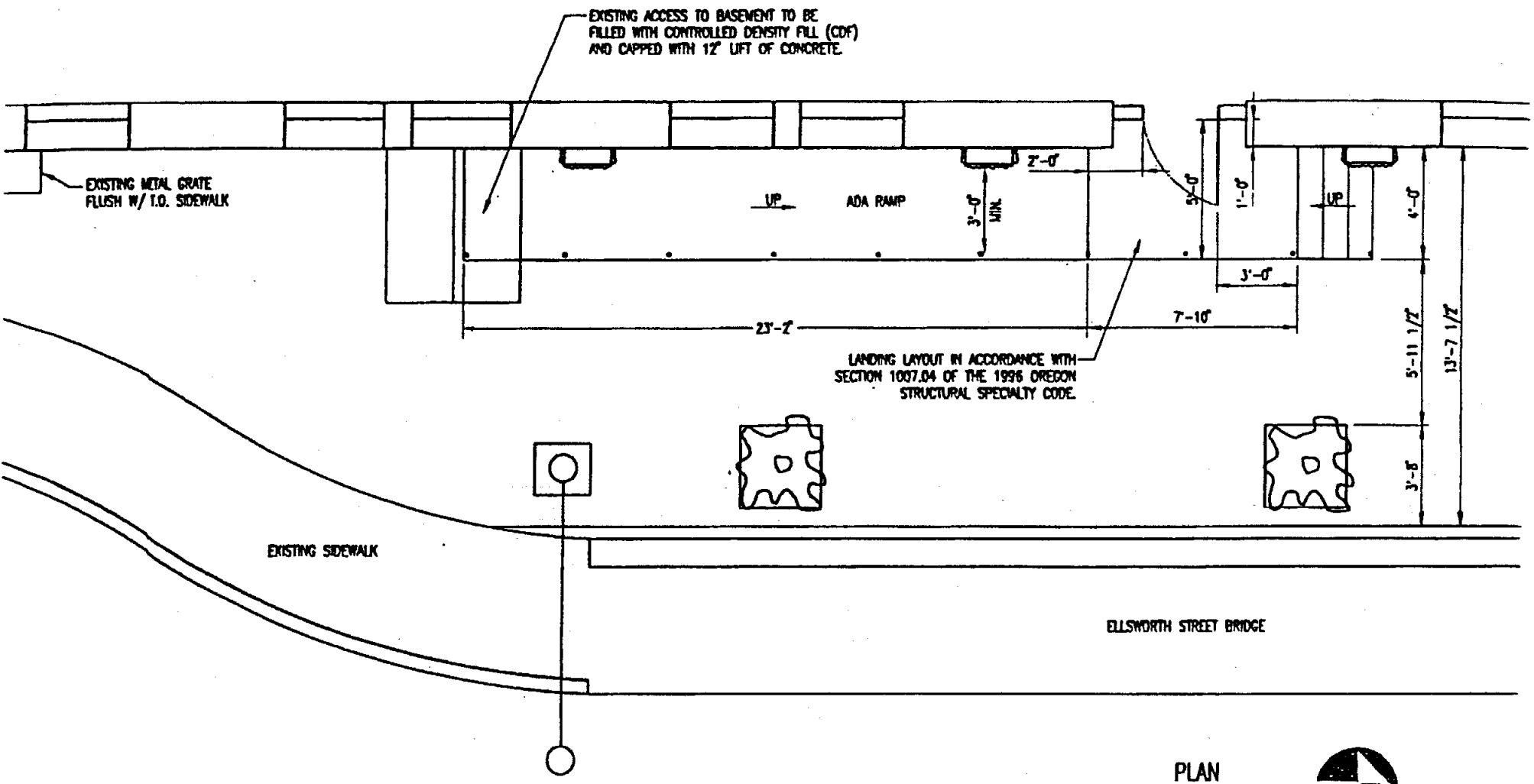
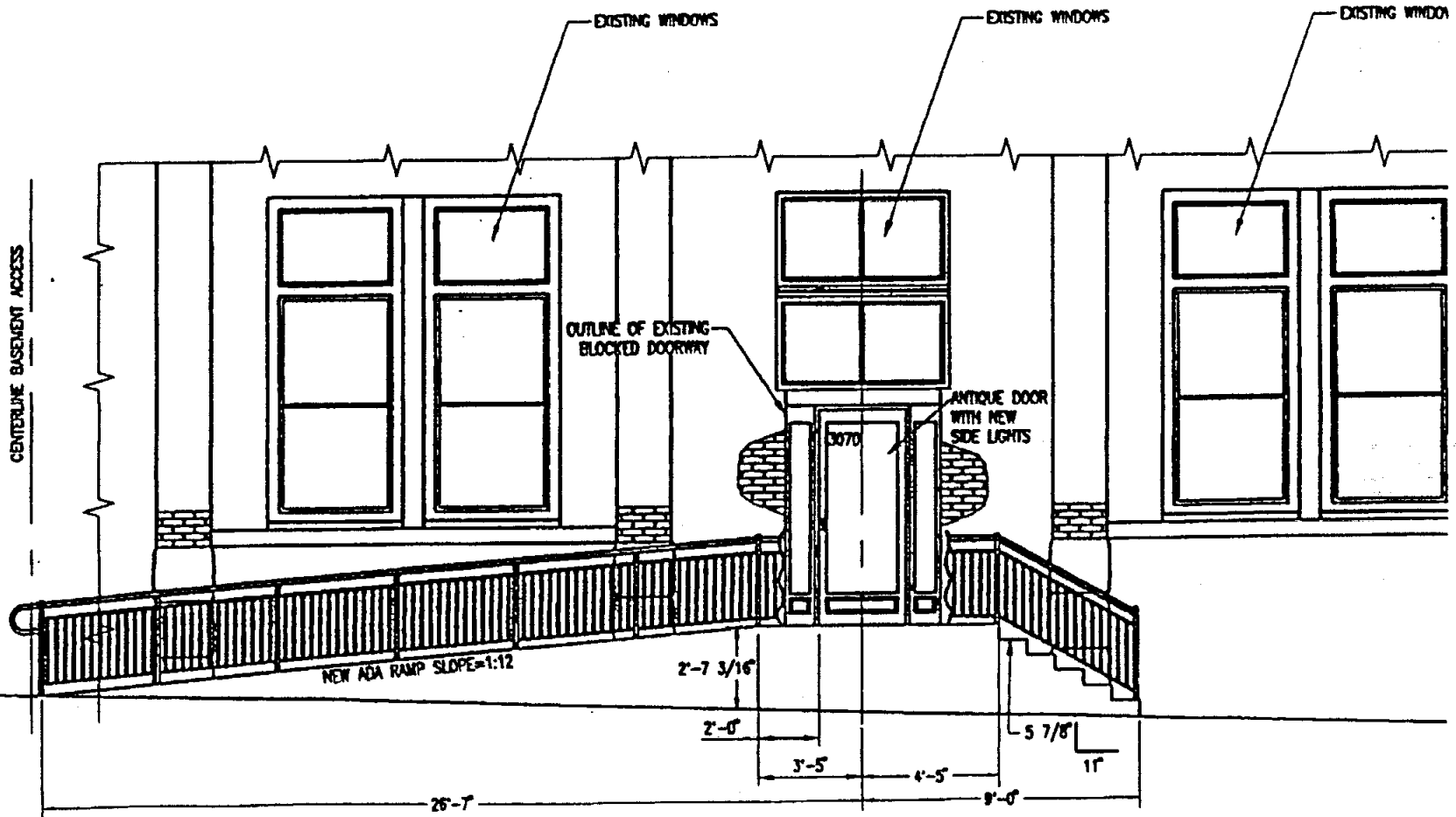


EXHIBIT "A"



PLAN

● MODIFIED DOORWAY



EAST ELEVATION

● MODIFIED DOORWAY

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STATE OF OREGON
County of Linn

MAR 18 3 08 PM '98

EXHIBIT "B"

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

STEVE DRUCKENMILLER
Linn County Clerk

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By RN, Deputy