

RESOLUTION NO. 5210

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor:

Monte L. Preston Trust

Purpose

A 10-foot wide easement over the sanitary sewer main as part of the sewer lateral replacement program.

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

DATED AND EFFECTIVE THIS 9th DAY OF NOVEMBER 2005.

  
\_\_\_\_\_  
Mayor  
Council President

ATTEST:

  
\_\_\_\_\_  
City Clerk

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of October, 2005 by and between **Monte L. Preston Trust**, herein called Grantor, and the **CITY OF ALBANY**, a Municipal Corporation, herein called "City."

WITNESSETH:

That the Grantor has this day granted unto the City of Albany, easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services 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 public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:  
  
A 10.0-foot wide permanent public utility easement as shown on attached EXHIBIT B and described in attached EXHIBIT A.
2. In order that the work may be done in a timely and complete manner, we hereby agree to grant and allow a temporary right of entry for construction access to the City, its representatives and to the Contractor, for access to, upon and over our property for planning and construction of a sanitary sewer, service connection, and such appurtenances as are required to make the project complete. It is understood and agreed that this access agreement shall terminate on the date that such work has been satisfactorily completed and accepted by the City of Albany.
3. 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.
4. The City agrees to replace the sanitary sewer service lateral **one time only**. The purpose of the replacement is to reduce infiltration to the public sanitary sewer system and protect the public health.
5. 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.
6. Upon performing any maintenance, the City shall return the site to original or better condition.
7. The Grantors and the City acknowledge that if a structure exists on the public utilities easement described herein either additional permanent structures or additions to the existing structure may not be constructed on the public utilities easement. If the existing structure is removed from the public utility easement, no permanent structure may be reconstructed in its place.

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P.O. Box 490, Albany, OR 97321

8. Should the City determine that maintenance, repair, or reconstruction of the utilities located under the structure requires the removal or alteration of said structure, the City may undertake such removal or alteration as may be needed. In such event, however, the City shall, upon completion of said maintenance, repair, or reconstruction, restore the structure at City expense to its original or better condition.

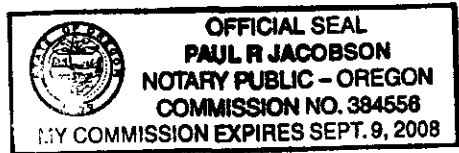
IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

**GRANTOR:**

*Monte L. Preston*  
Trustee for the Monte L. Preston Trust

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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2005, by Monte L. Preston, Trustee for the Monte L. Preston Trust as his/her voluntary act and deed.



*Paul R. Jacobson*  
Notary Public for Oregon  
My Commission Expires: 9/9/2008

**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 5210, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 7<sup>th</sup> day of November, 2005.

*Wes Hare*  
City Manager

ATTEST:  
*Betty Langwell*  
City Recorder

## EXHIBIT A

### PERMANENT UTILITY EASEMENT

A permanent public utility easement across that property conveyed to **Monte L. Preston Trust**, described in Volume 1640, Page 169, Linn County Microfilm Deed Records, said easement being more particularly described as follows and as shown on the attached map labeled "EXHIBIT B".

The Southern 10 feet of Lot 4, Block 10, Hazelwood Addition to the City of Albany, Section 12, T. 11S, R. 4W, Willamette Meridian, Linn County, Oregon, recorded April 19, 1909.

# EXHIBIT B

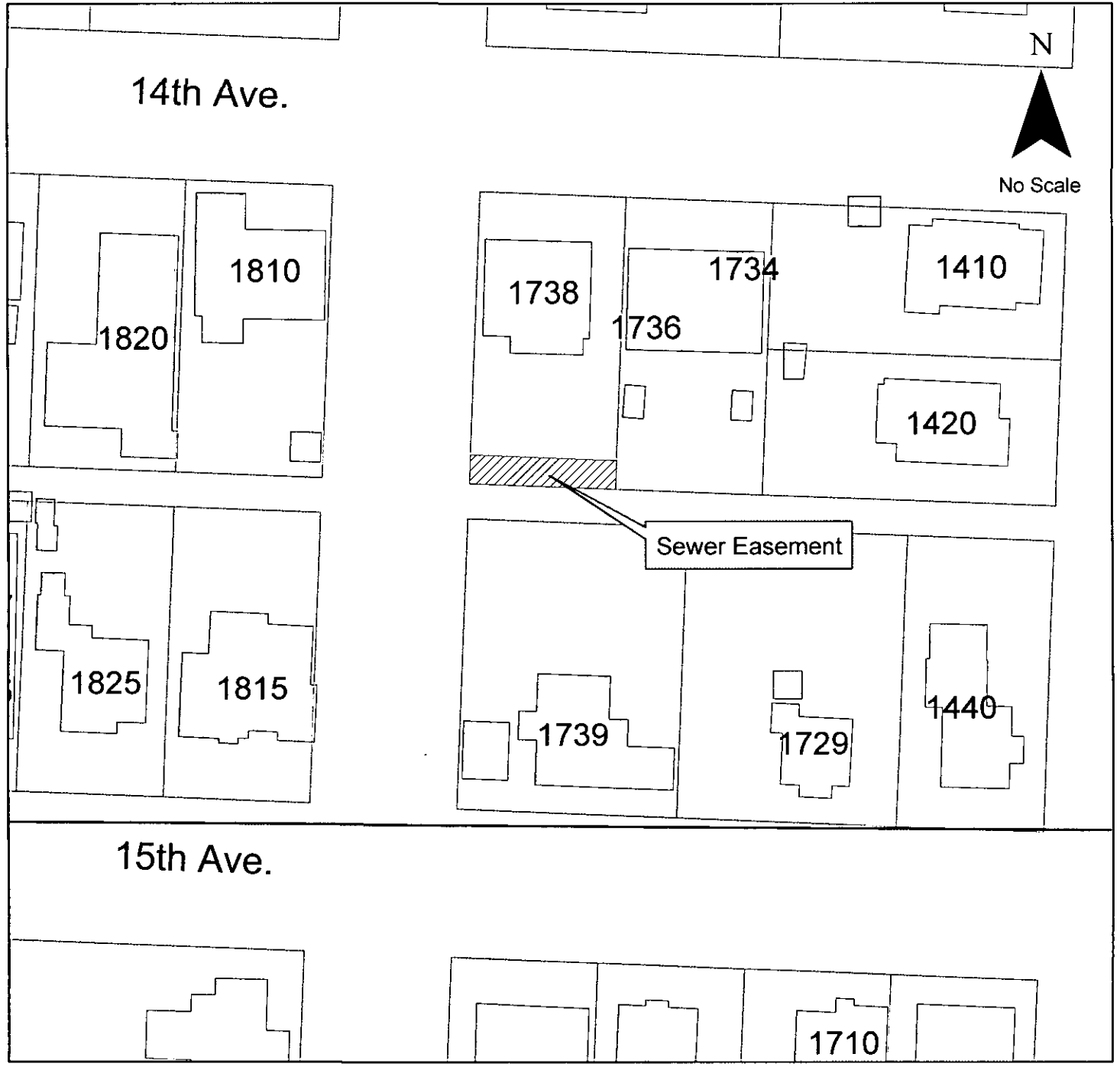
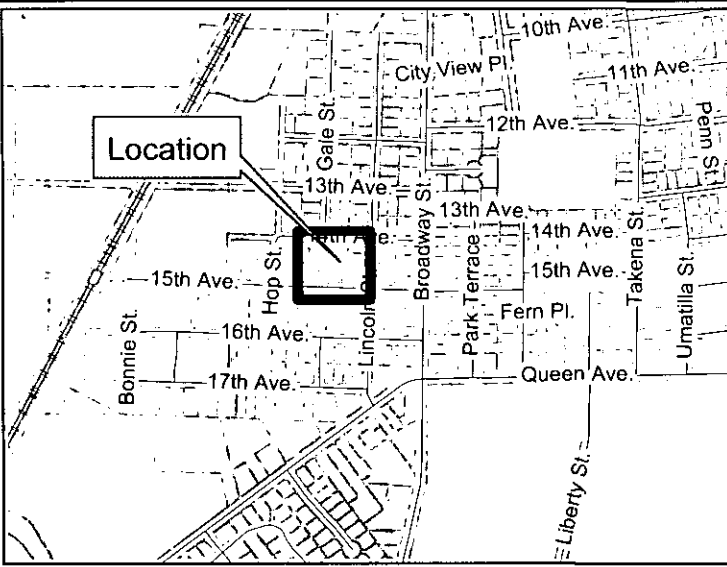
1738 14th Ave. SW  
Monte L. Preston Trust

A 10 foot wide sanitary sewer easement across the southern width of the property

Sewer Lateral Replacement Program



Geographic Information Services



STATE OF OREGON  
County of Linn

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

STEVE DRUCKENMILLER  
Linn County Clerk

By Steve Druckemiller, Deputy

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