

RESOLUTION NO. 4935

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Cathy S. Canfield

Purpose

A permanent 10-foot-wide permanent public utility easement described in attached EXHIBIT A and as shown in attached EXHIBIT B.

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage by the Council and approval by the Mayor.

DATED AND EFFECTIVE THIS 11TH DAY OF FEBRUARY 2004.



Mayor

ATTEST:



City Recorder Clerk

EASEMENT FOR PUBLIC UTILITIES

THIS AGREEMENT, made and entered into this 13 day of January 2004 by and between **Cathy S. Canfield**, herein called Grantors, 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.

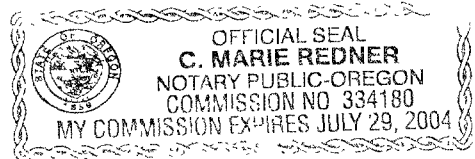
IN WITNESS WHEREOF, the Grantor has hereunto fixed his hand and seal the day and year above written.

GRANTORS:

Cathy S. Canfield
Cathy S. Canfield

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

The foregoing instrument was acknowledged before me this 13th day of January, 2004, by **Cathy S. Canfield** as his voluntary act and deed.



C. Marie Redner
Notary Public for Oregon
My Commission Expires July 29, 2004

CITY OF ALBANY:

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

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 4935, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 12 day of February 2004.

Steve Bryant
City Manager

ATTEST:
Betty Langford
City Recorder

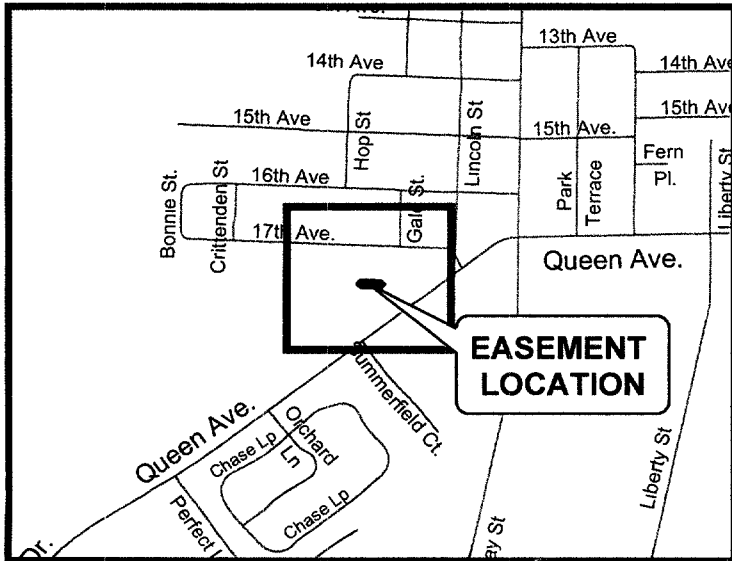
EXHIBIT A

PERMANENT UTILITY EASEMENT

A permanent public utility easement across that property conveyed to **Cathy S. Canfield**, described in Volume 592, Page 573, 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 the Lot 2 & 3, Block 20, Hazelwood Addition to the City of Albany, Section 12, T. 11S, R. 4W, Willamette Meridian, Linn County, Oregon, recorded April 8th, 1909.

EXHIBIT B

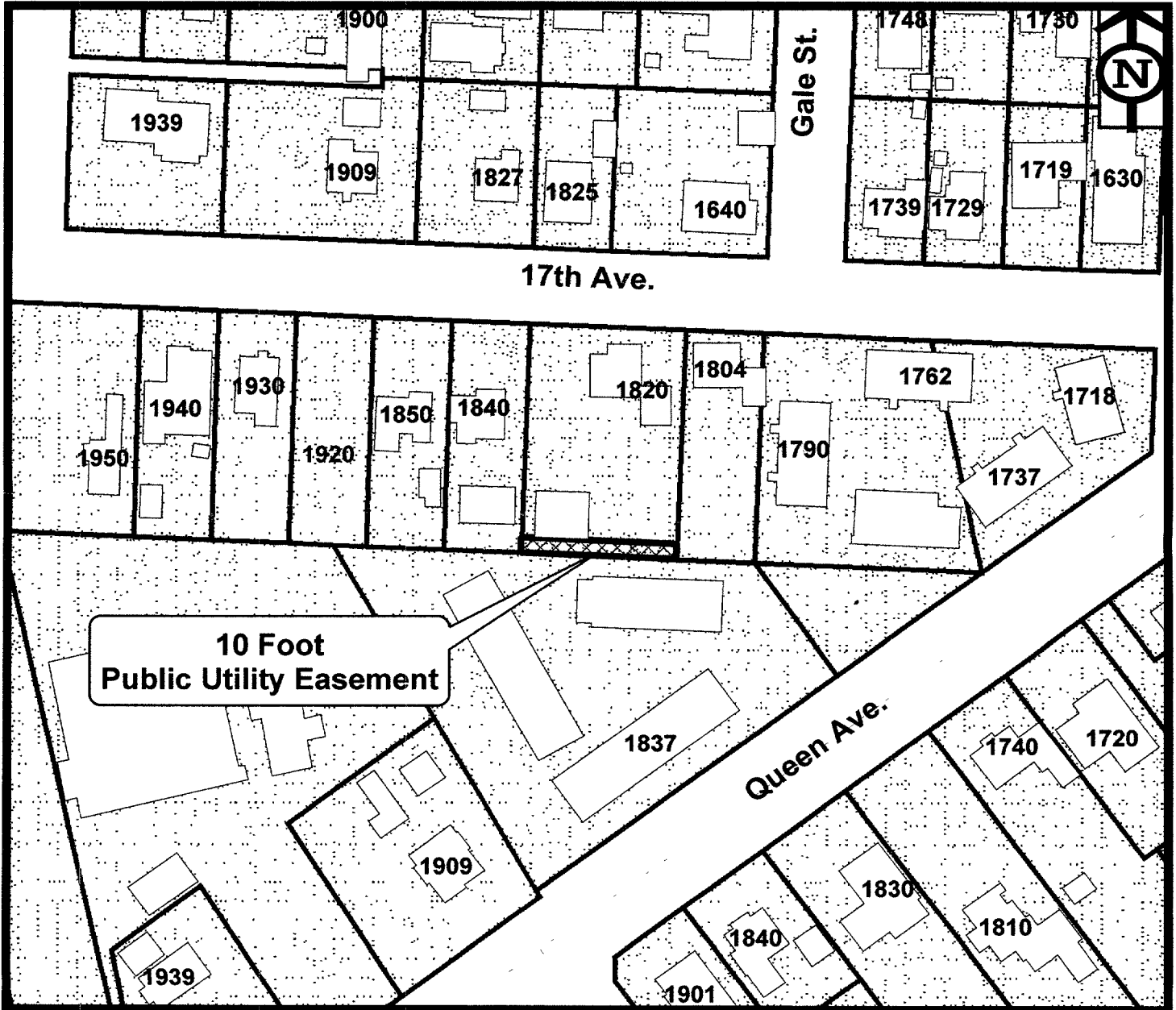


VICINITY MAP

Cathy S. Canfield
11S04W12CD07100
Hazelwood Addition
Lot 2 & 3 Block 20
1820 17th Ave. SW
City of Albany, Linn Co., OR

10' Public Utility Easement
Sewer Lateral Replacement

1 inch equals 100 feet



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

M 20
R 10
S 11
A 11
O —

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By SM Deputy PAGE 338

Resolution No. 4935

Recorded Document Recorder File 4372