

RESOLUTION NO. 5327

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Lee J. Eick and Victoria L. Eick

Purpose

An Emergency Vehicle Access Easement to provide a secondary Fire Department Access for Northwood subdivision in North Albany.

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

DATED AND EFFECTIVE THIS 13TH DAY OF SEPTEMBER 2006.



Mayor

ATTEST:



City Clerk

EMERGENCY VEHICLE ACCESS EASEMENT

THIS AGREEMENT, made and entered into this 22 day of August, 2006, by and between Lee J. Eick and Victoria L. Eick, 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 maintain and repair the accessway for the purpose of providing a secondary emergency vehicle accessway over, across, and through the lands hereinafter described, together with the right to remove trees, bushes, under-growth, and other obstructions interfering with the location, maintenance, and use of the said emergency vehicle accessway.

This agreement is subject to the following terms and conditions:

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

An Emergency Vehicle Access Easement to provide a secondary Fire Department Access for Northwood subdivision in North Albany. See legal description on attached Exhibit A and maps on attached Exhibits B and C.
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 easement area will be used for emergency fire and life safety vehicles only when primary routes become unusable. The Eicks' existing driveway will remain in unrestricted use as a private drive and periodic parking area for the Eicks and their guests. While every effort will be made to cooperate with emergency vehicles in moving parked personal vehicles or avoiding parked vehicles blocking the drive when no one is home, no guarantee can be made that the driveway can be cleared at all times of parked vehicles without delay or if no one is home during the rare event the driveway is required for use for emergency vehicles.

Spencer

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

GRANTORS:

Lee J. Eick
Lee J. Eick

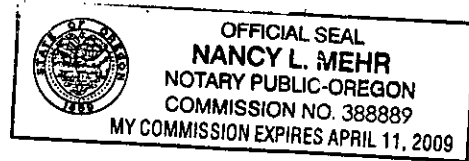
Victoria L. Eick
Victoria L. Eick

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

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

The foregoing instrument was acknowledged before me this *22nd* day of *August*, 2006, by **Lee J. Eick** as his/her voluntary act and deed.

The foregoing instrument was acknowledged before me this *22nd* day of *August*, 2006, by **Victoria L. Eick** as his/her voluntary act and deed.



Nancy L. Mehr
Notary Public for Oregon
My Commission Expires: *4-11-09*

Nancy L. Mehr
Notary Public for Oregon
My Commission Expires: *4-11-09*

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 *5327*, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this *15th* day of *September* 2006.

Wes Hare
City Manager



ATTEST:
Betsy Langwell
City Clerk

EXHIBIT "A"

Emergency Access Easement

A strip of land for easement purposes located in that Eick Tract described by deed recorded in M-303616 of the Benton County Deed Records on August 17, 2001 that is more particularly described as follows:

Beginning at a point on the south boundary line of and being North 89°48'45" West 18.70 feet from a 5/8 inch rod at the southwest corner of said Eick Tract; thence along a 539.87 foot radius curve to the right (long chord of which bears North 32°50'25" East 206.32 feet) a distance of 207.60 feet; thence along a 72.50 foot radius curve to the left (long chord of which bears North 24°03'37" East 49.11 feet) a distance of 50.10 feet; thence North 04°15'51" East 60.83 feet; thence North 89°56'22" East 105.43 feet to a point on the westerly terminus of the Grand Ridge Drive right-of-way as dedicated by the subdivision plat of "NORTHWOOD", a subdivision of record in Benton County, Oregon, and which point being on the east line of and being South 00°01'58" West 5.00 feet from a 5/8 inch rod at the northeast corner of said Eick Tract; thence South 00°01'58" East, along the said east line, 15.00 feet; thence South 89°56'22" West 86.51 feet; thence South 47°06'07" West 7.33 feet; thence South 04°15'51" West 41.92 feet; thence along the arc of a 87.50 radius curve to the right (long chord of which bears South 24°03'37" West 59.27 feet) a distance of 60.46 feet; thence along the arc of a 524.87 foot radius curve to the left (long chord of which bears South 33°10'19" West 194.62 feet) a distance of 195.75 feet to a point on the south boundary line of said Eick Tract and which point being North 89°48'45" East 16.22 feet from the Point of Beginning; thence South 89°48'45" West 16.22 feet to the Point of Beginning.

August 17, 2006
EMERGENCY ACCESS EASEMENT
(03-72-K) JRB:ls
File Ref: nlm/shared documents/legals/03-72-K emergency access ease desc.doc

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jack R. Burrell

OREGON
JULY 14, 1978
JACK R. BURRELL
1630

RENEWAL DATE 12/31/07

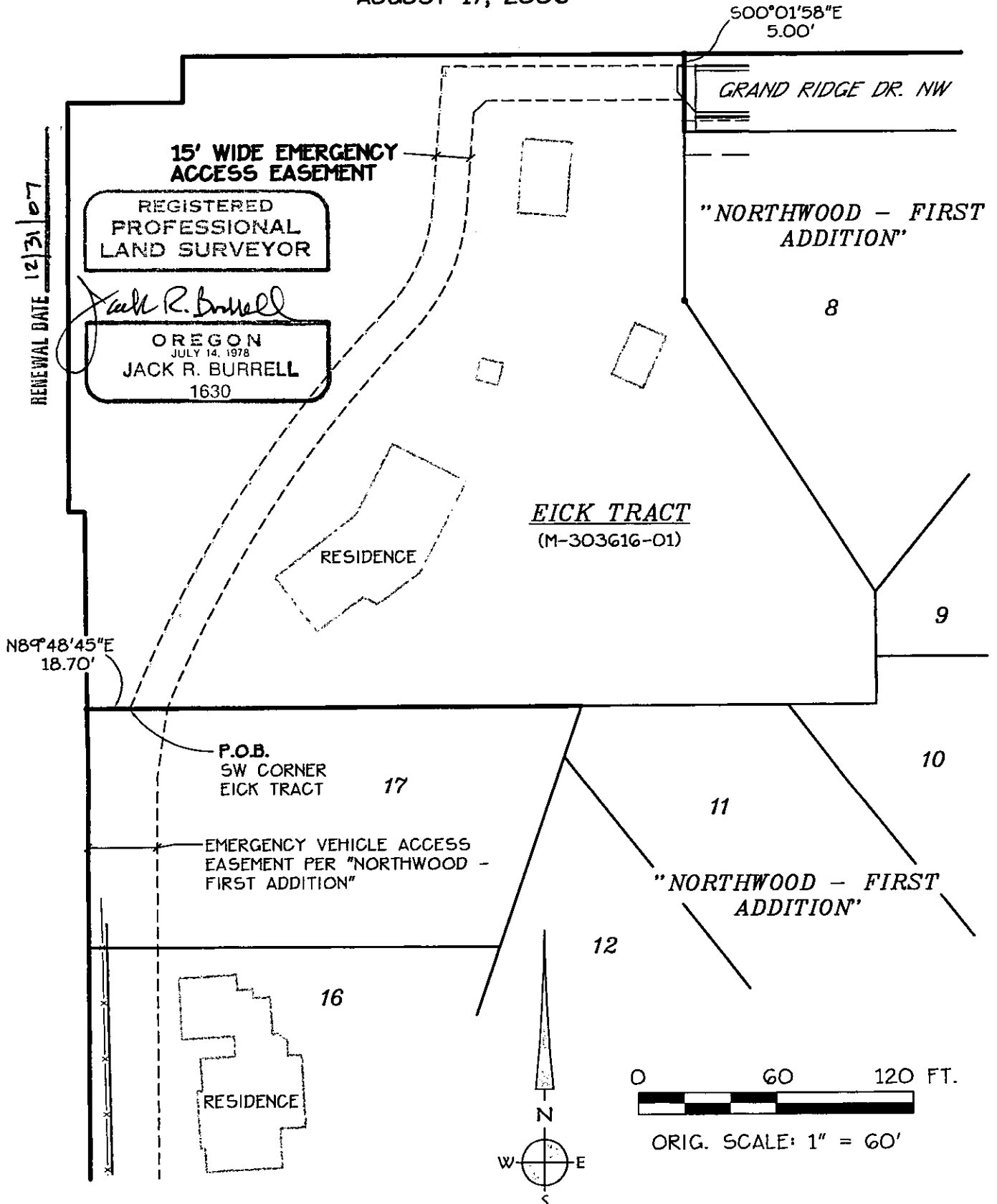
EXHIBIT "B"

EMERGENCY VEHICLE ACCESS EASEMENT

LOCATED IN

T. 10 S., R. 4 W., SECTION 36, CITY OF ALBANY
BENTON COUNTY, OREGON

AUGUST 17, 2006



Date: 8/16/2006

Time: 13:40

Scale: 1=40

File: dwg\2003\03-72-B\72b-e access.dwg (Brian E)

K & D

K & D ENGINEERING, Inc.

278 N.W. Hickory Street P.O. Box 725
Albany, Oregon 97321

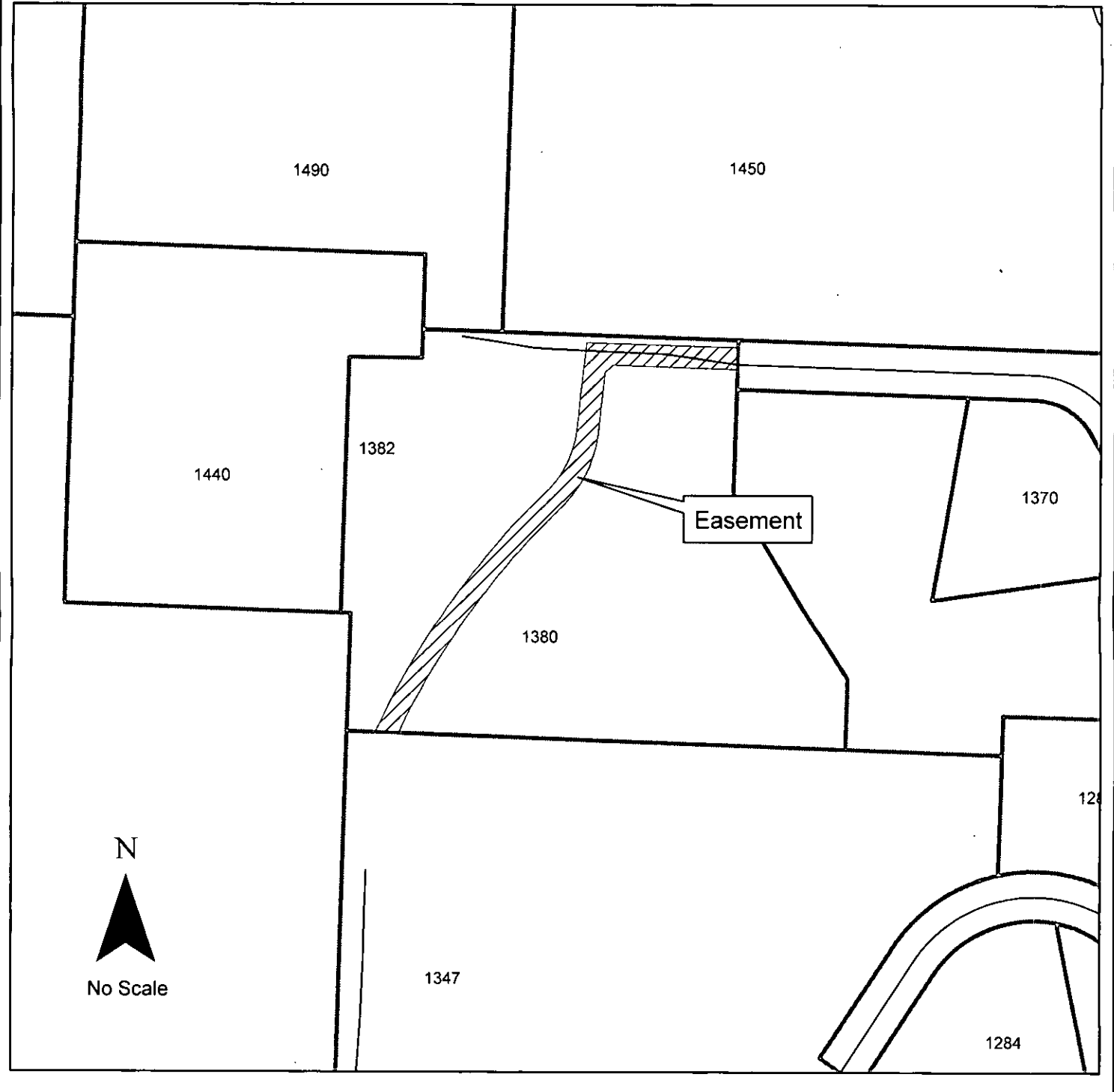
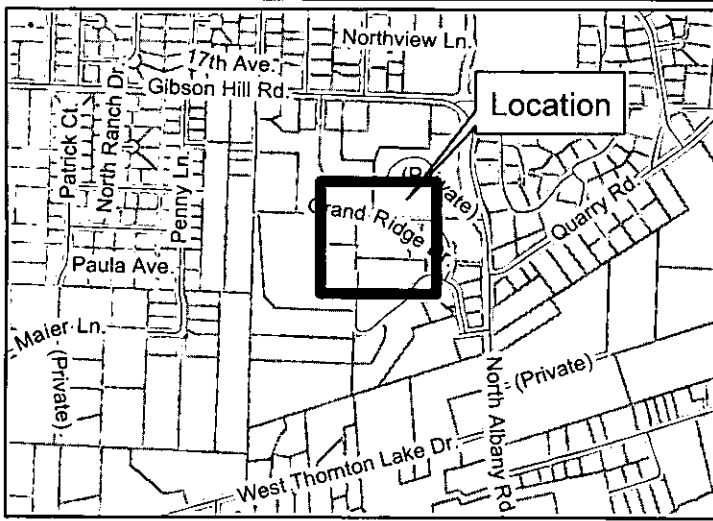
EXHIBIT C

10S04W36DB00403

15' Wide Emergency
Vehicle Access Easement

Eick, Lee J.
1380 North Albany Rd NW

Geographic Information Services



RECORDING COVER SHEET (Please Print or Type)
 This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

City of Albany City Clerk
 PO Box 490
 Albany, Oregon 97321

BENTON COUNTY, OREGON **2006-412406**
 DE-EAS
 Cnt=1 Stn=6 MR **10/27/2008 02:46:27 PM**
 \$30.00 \$11.00 \$10.00 \$15.00 **\$66.00**



I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

James V. Morales - County Clerk



1) **TITLE(S) OF THE TRANSACTION(S)** ORS 205.234(a)
 EMERGENCY VEHICLE ACCESS EASEMENT

2) **DIRECT PARTY / GRANTOR(S)** ORS 205.125(1)(b) and 205.160
 Lee J. Eick & Victoria L. Eick

3) **INDIRECT PARTY / GRANTEE(S)** ORS 205.125(1)(a) and 205.160
 City of Albany

4) **TRUE AND ACTUAL CONSIDERATION**
 ORS 93.030(5) – Amount in dollars or other

\$ 1.00 Other

5) **SEND TAX STATEMENTS TO:**
 Exempt - Government

6) **SATISFACTION of ORDER or WARRANT**
 ORS 205.125(1)(e)

CHECK ONE: FULL
 (If applicable) PARTIAL

7) **The amount of the monetary obligation imposed by the order or warrant.** ORS 205.125(1)(c)

\$ _____

8) **If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT _____ PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."**

Resolution No. 5327

Recorded Document Recorder File No. 4795