

RESOLUTION NO. 6525

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

GRH Albany LLC, HCO Albany LLC, MRH
Taylorsville LLC

A 15-foot wide sidewalk easement, as required by a
Property Line Adjustment Condition of Approval.
11S03W08AD 01800 & 00600

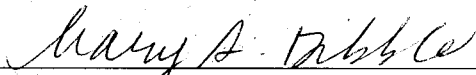
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this
easement.

DATED AND EFFECTIVE THIS 13TH DAY OF JULY 2016.



Mayor

ATTEST:



City Clerk

EASEMENT FOR PUBLIC SIDEWALK

THIS AGREEMENT, made and entered into this 15TH day of JUNE, 2016, by and between GRH Albany LLC, HCO Albany LLC, MRH Taylorsville, LLC, 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, including the right to enter upon the real property hereinafter described, and to maintain and repair public sidewalk for the purpose of providing pedestrian access across and through the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public sidewalk and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public sidewalk.

This agreement is subject to the following terms and conditions:

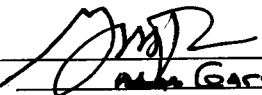
1. The easement hereby granted consists of:
 - A 15-foot wide public sidewalk easement. See legal description on attached Exhibit A and easement maps on attached Exhibits B and C.
2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, 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.

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

GRANTORS:

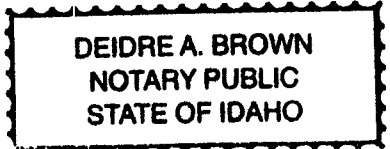
**GRH Albany LLC,
HCO Albany LLC
MRII Taylorsville, LLC**

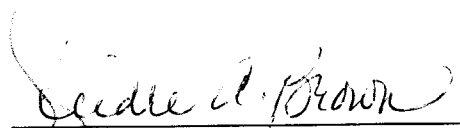
GRH Albany LLC,
an Idaho limited liability company

By: 
Its: Gary R. Hawkins
6-15-16

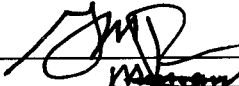
STATE OF IDAHO)
)ss
County of ADA)

On this 15th day of June, 2016, before me, a Notary Public in and for the State of Idaho, personally appeared Gary R. Hawkins, known or identified to me to be to be the Manager of **GRH Albany LLC**, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.




Notary Public for Idaho
My commission expires: 11-14-2018

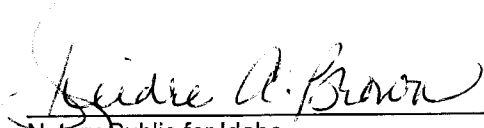
HCO Albany LLC,
an Idaho limited liability company

By: 
Its: Garage/Gary R. Hawkins
6-15-16 Mortgage

STATE OF IDAHO)
)ss
County of ADA)

On this 15th day of June 2016, before me, a Notary Public in and for the State of Idaho, personally appeared Gary R. Hawkins, known or identified to me to be to be the Manager of HCO Albany LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

DEIDRE A. BROWN
NOTARY PUBLIC
STATE OF IDAHO

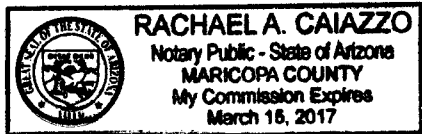

Notary Public for Idaho
My commission expires: 11-14-2018

MRH Taylorsville LLC,
an Idaho limited liability company

Mack Reed Hawkins
By: Mack Reed Hawkins
Its: Manager

STATE OF ARIZONA)
)ss
County of MARICOPA)

On this 14th day of June 2016, before me, a Notary Public in and for the State of ^{Arizona}~~Idaho~~^{PC}, personally appeared Mack Reed Hawkins, known or identified to me to be to be the manager of **MRH Taylorsville LLC**, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.



Notary Public for Arizona

Rachael A. Caiazza

CITY OF ALBANY:

STATE OF OREGON)

County of Linn) ss.

City of Albany)

I, Jorge Salinas ^{Pro Tem} as City Manager [✓] of the City of Albany, Oregon, pursuant to Resolution Number 6525, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 25 day of July 2016.
18 MD

Jorge Salinas
City Manager

ATTEST:
Mary A Dibble
City Clerk



Exhibit A

**NORTHWEST
SURVEYING, INC.**

BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
Licensed in OR & WA

1815 NW 169TH PLACE, SUITE 2090
BEAVERTON, OR 97006

TELEPHONE: (503) 848-2127
FAX: (503) 848-2179

EASEMENT DESCRIPTION

May 20, 2016
NWS Project No. 1467
15.00' Wide Sidewalk Easement

A 15.00 foot wide tract of land located in the northeast one-quarter of Section 8, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon, more particularly described as follows:

Commencing at the northeast corner of the south one-half of the Leander C. Burkhardt Donation Land Claim No. 50, said point being on the west line of the Anderson Cox Donation Land Claim No. 49 and bearing North 01°22'00" West a distance of 6298.06 feet from the southwest corner thereof; thence along the west line of said Anderson Cox Donation Land Claim, South 01°22'00" East a distance of 1146.67 feet to a point; thence North 88°38'00" East a distance of 30.00 feet to a point on the easterly right-of-way line of Waverly Drive being 30.00 feet easterly of the centerline thereof, when measured at right angles, and the Point of Beginning; thence along said easterly right-of-way line, North 01°22'00" West a distance of 131.32 feet to the northwest corner of that property conveyed to Geoffrèy Lands et al, by deed recorded July 27, 1987 in Book 449, Page 494, Linn County Deed Records; thence along the northeasterly line of said Lands property, South 70°17'00" East a distance of 16.08 feet to a point 15.00 feet easterly of said easterly right-of-way line, when measured at right angles; thence parallel with and 15.00 feet easterly of said easterly right-of-way line, when measured at right angles, South 01°22'00" East a distance of 125.54 feet to a point; thence South 88°38'00" West a distance of 15.00 feet to the Point of Beginning.

Said described tract of land contains 1,927 square feet, more or less.



RENEWS:

Exhibit B

EXHIBIT MAP – SIDEWALK EASEMENT

LOCATED IN THE NE 1/4 OF SECTION 8, T. 11 S., R. 3 W., W.M.,
CITY OF ALBANY, LINN COUNTY, OREGON
MAY 20, 2016



SCALE: 1" = 30'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Scott F. Field

OREGON
JUNE 30, 1997
SCOTT F. FIELD
2844

12-31-2017
RENEWAL DATE

WEST LINE OF
ANDERSON COX
DLC NO. 49

50'

WAVERLY DRIVE

POINT OF COMMENCEMENT,
NE CORNER OF THE S1/2 OF
L.C. BURKHART DLC NO. 50

S01°22'00"E 6298.06'

1146.67'

30'

N01°22'00"W 131.32'

S70°17'00"E
16.08'

15.00' SIDEWALK EASEMENT
1,927 SQUARE FEET ±

BOOK 449, PAGE 494

S01°22'00"E 125.54'

N88°38'00"E

30.00'

POINT OF
BEGINNING

S88°38'00"W
15.00'

SW CORNER OF
A. COX DLC NO. 49

JOB NAME: HAWKINS ALBANY PLA

JOB NUMBER: 1467

DRAWING NUMBER: 1467 EASE

DRAWN BY: SFF

CHECKED BY: CHS

NORTHWEST

SURVEYING, Inc.

1815 NW 169TH PLACE
SUITE 2090
BEAVERTON, OR 97006
PHONE: (503) 848-2127
FAX: (503) 848-2179

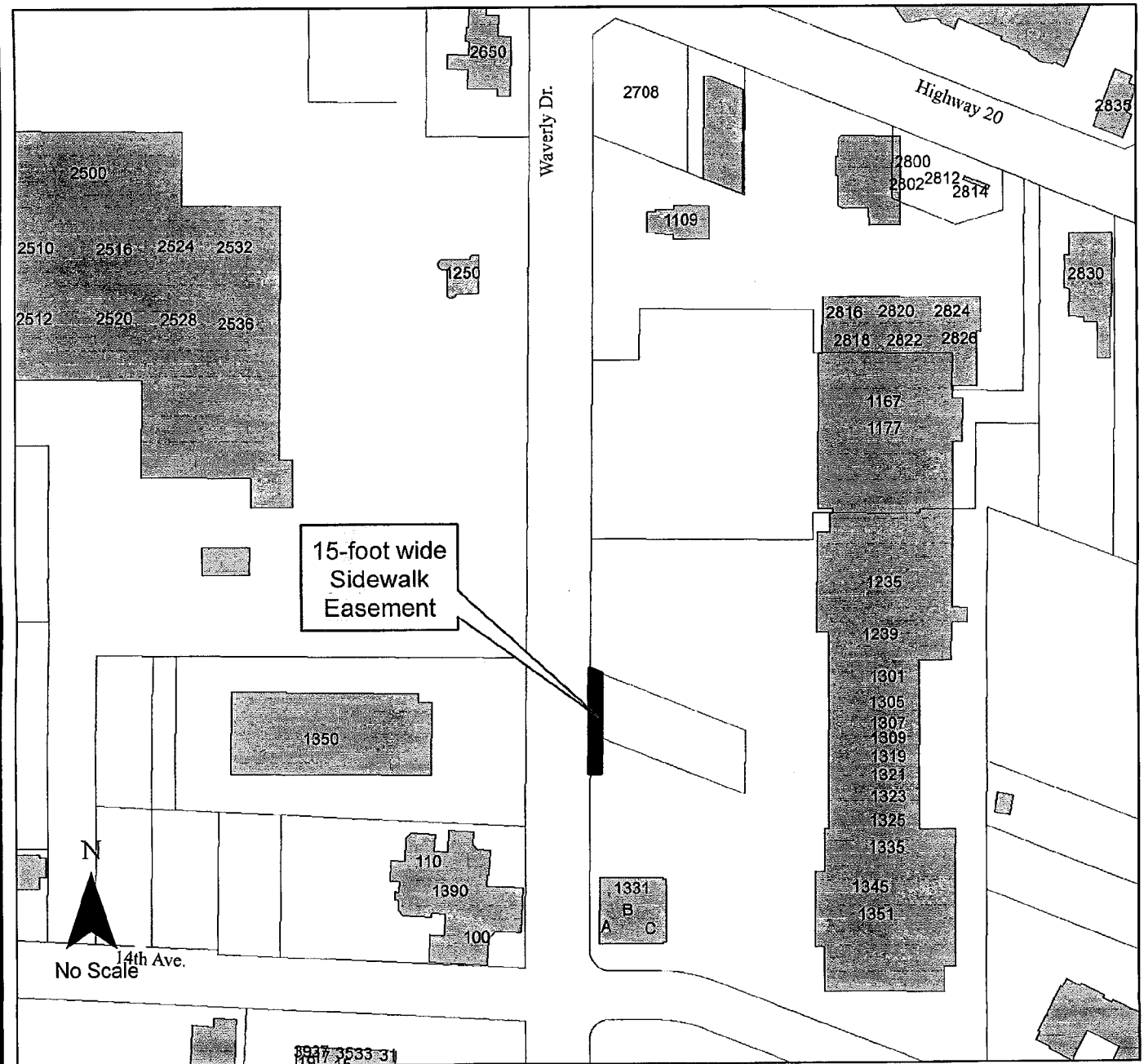
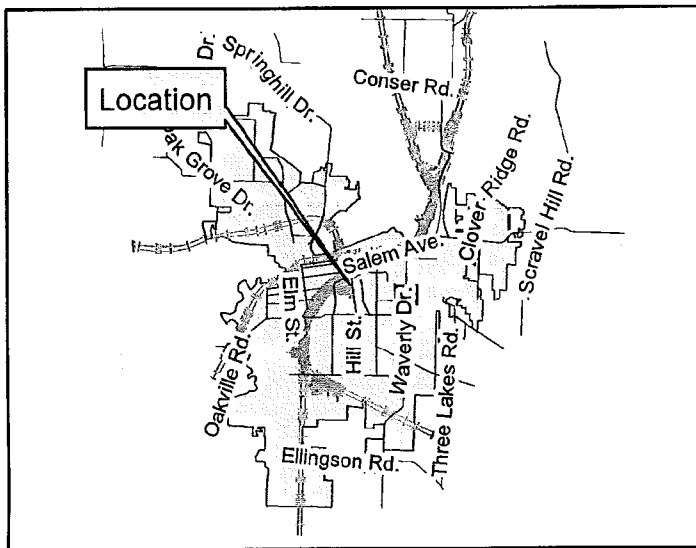
EXHIBIT C

11S03W08AD- 01800, 00600

A 15 foot wide Sidewalk easement,
as required by a Property Line
Adjustment Condition of Approval



Geographic Information Services



LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY OREGON 2016-11990
E-EAS
Cnt=1 Str=44 COUNTER 07/19/2016 08:34:13 AM
\$45.00 \$11.00 \$20.00 \$19.00 \$10.00 \$105.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Steve Druckenmiller - County Clerk

After Recording Return To:

City of Albany City Clerk

PO Box 490

Albany, OR 97321

All Tax Statements Should Be Sent To:

GRH Albany LLC, HCO Albany LLC, MRH Taylorsville, LLC

1. Name/Title of Transaction - by ORS 205.234 (a)

Easement for public sidewalk

2. Grantor/Direct Party - required by ORS 205.125(1)(b) and ORS 205.160

GRH Albany LLC, HCO Albany LLC, MRH Taylorsville, LLC

3. Grantee/Indirect Party - required by ORS 205.125(1)(a) and ORS 205.160

City of Albany

4. True and Actual Consideration (if there is one), ORS 93.030

\$1.00

Ass. No. 1585

Resolution No. 6525

Recorded Document Recorder File No. 7223