

RESOLUTION NO. 6568

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

<u>Grantor</u>	<u>Purpose</u>
GRH Albany LLC, HCO Albany LLC, MRH Taylorsville LLC	A 2 foot by 20 foot easement for public sidewalk and pedestrian crosswalk sign.

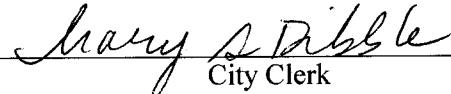
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement.

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 25TH DAY OF JANUARY 2017.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

## EASEMENT FOR PUBLIC SIDEWALK AND PEDESTRIAN CROSSWALK SIGN

THIS AGREEMENT is made and entered into this 5TH day of DECEMBER 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, a non-exclusive, perpetual easement for the purpose of constructing a public sidewalk and pedestrian crosswalk providing pedestrian access across and through the lands hereinafter described, including the right to enter upon the real property hereinafter described to maintain and repair the same, together with the right to excavate and refill ditches and/or trenches for the location of the said public sidewalk and pedestrian crosswalk and the further right to remove trees, bushes, under-growth, and other obstructions directly interfering with the location and maintenance of the said public sidewalk and pedestrian crosswalk sign.

This agreement is subject to the following terms and conditions:

1. The easement hereby granted consists of:

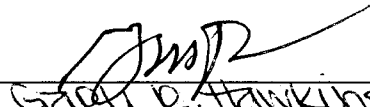
A 2-foot wide sidewalk and pedestrian crosswalk sign easement. See legal description on attached Exhibit A and easement maps on attached Exhibits B and C.
2. The permanent non-exclusive easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it will cause the least possible interference with the activities of Grantor, the occupants of Grantor's adjoining property and their respective customers, licensees, invitees, agents and employees, 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 promptly repair, restore and return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.
7. The City shall indemnify, defend and hold Grantor harmless for, from and against any claim, liability, judgment, loss, cost or expense, including reasonable attorney's fees, to the extent arising from injuries to any person or property caused by the City's performance of such activities or use of the easement.

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

**GRANTORS:**

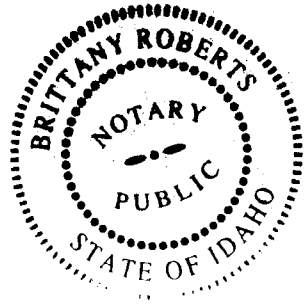
**GRH Albany LLC,  
HCO Albany LLC  
MRH Taylorsville, LLC**

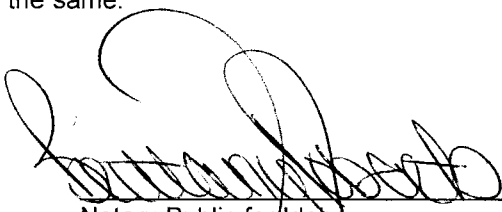
**GRH Albany LLC,**  
an Idaho limited liability company

By:   
Its: Manager

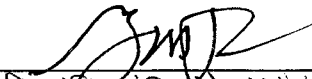
STATE OF IDAHO     )  
                                  )ss  
County of ADA        )

On this 5th day of December 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 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.



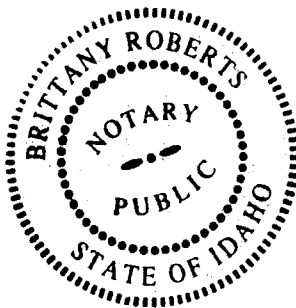
  
Notary Public for Idaho  
My commission expires 12/31/2021


HCO Albany LLC,  
an Idaho limited liability company

By:   
Its: MANAGER

STATE OF IDAHO        )  
                                      )ss  
County of ADA         )

On this 5th day of DECEMBER 2016, before me, a Notary Public in and for the State of Idaho, personally appeared SARAH P. 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.



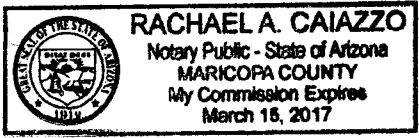
  
Notary Public for Idaho  
My commission expires: 7/10/2021

MRH Taylorsville LLC,  
an Idaho limited liability company

Mark R. Hawkins  
By: Mark R. Hawkins  
Its: Manager

STATE OF ARIZONA )  
                                  )ss  
County of MARICOPA )

On this 5<sup>th</sup> day of December 2016, before me, a Notary Public in and for the State of <sup>Arizona</sup> ~~Idaho~~,  
personally appeared Mark R. 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. Caiazzo

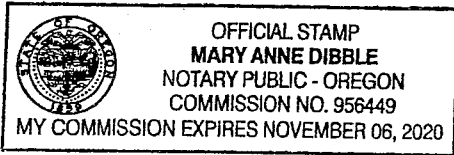
**CITY OF ALBANY:**

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 6568, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 27 day of JAN 2016. 2017 m.d.

*Wes Hare*

\_\_\_\_\_  
City Manager



ATTEST:

*Mary A. Dibble*

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

## **Exhibit A**

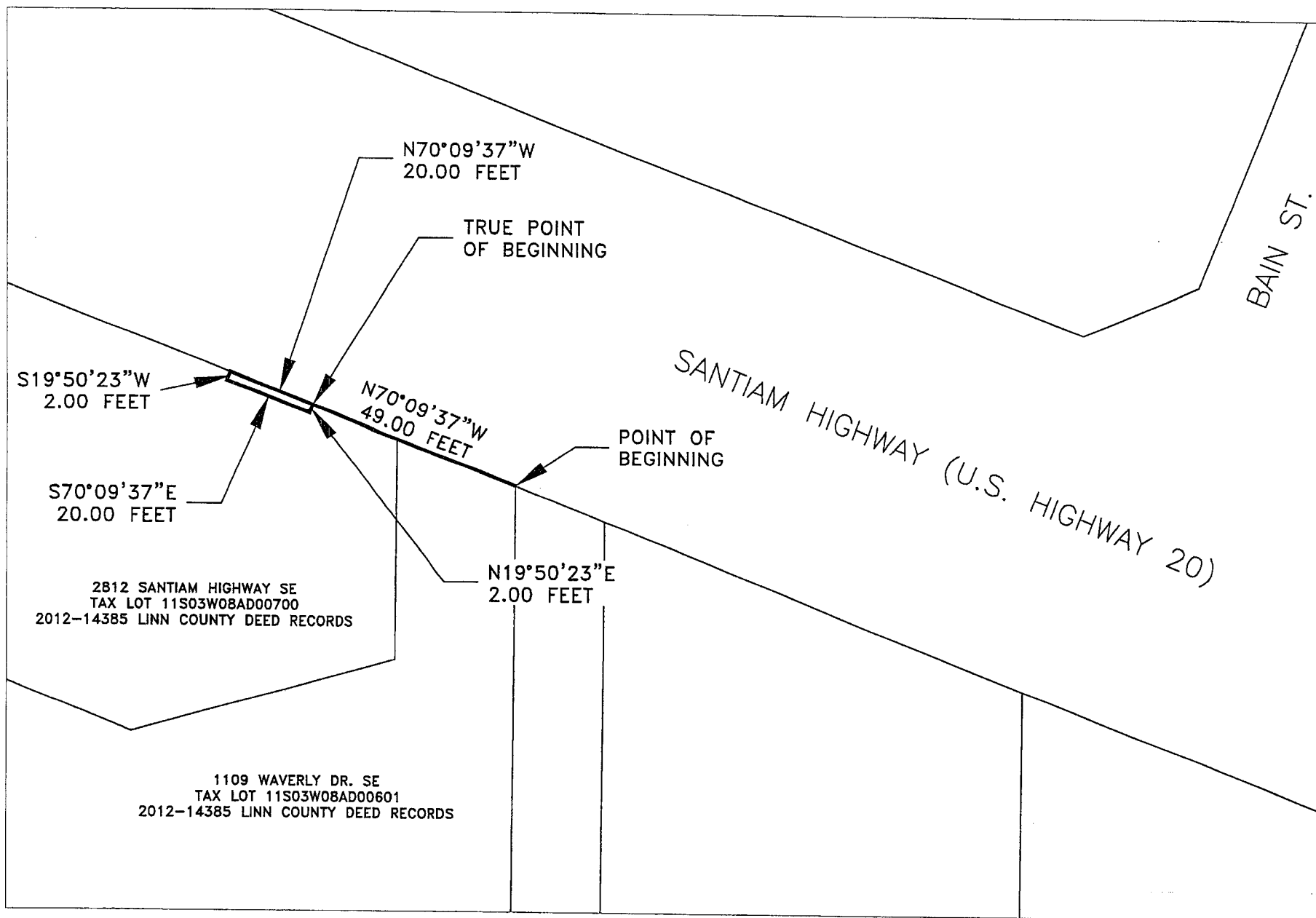
### **Legal Description for Sidewalk and Pedestrian Crosswalk Sign Easement**

A 2.00-foot wide sidewalk and pedestrian crosswalk sign easement lying over a portion of the northern 2.00-feet of a parcel of land in the NE 1/4 of Section 8, T11 South, R3 West, Willamette Meridian, City of Albany, Linn County, Oregon, more particularly described as follows;

Beginning at a point at the northeast corner of the property described in Linn County Deed Records, 2012-14385, said point being on the southerly right-of-way line of the South Santiam Highway (U.S. Highway 20) and henceforth known as the POINT OF BEGINNING; thence along said right-of-way line N 70°09'37" W 49.00 feet to the TRUE POINT OF BEGINNING; thence along said right-of-way line N 70°09'37" W 20.00 feet; thence S 19°50'23" W 2.00 feet; thence S 70°09'37" E 20.00 feet, said line running parallel to the southerly right-of-way line of the South Santiam Highway; thence N 19°50'23" E 2.00 feet to the TRUE POINT OF BEGINNING. The easement is as shown on the attached maps labeled Exhibits B and C, attached hereto and incorporated herein by this reference.



EXHIBIT B  
SIDEWALK AND PEDESTRIAN CROSSWALK SIGN EASEMENT  
GRB ALBANY LLC ET AL

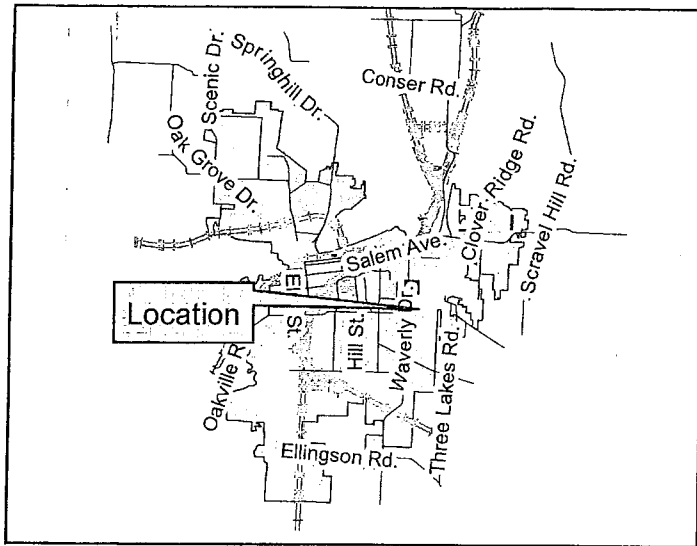




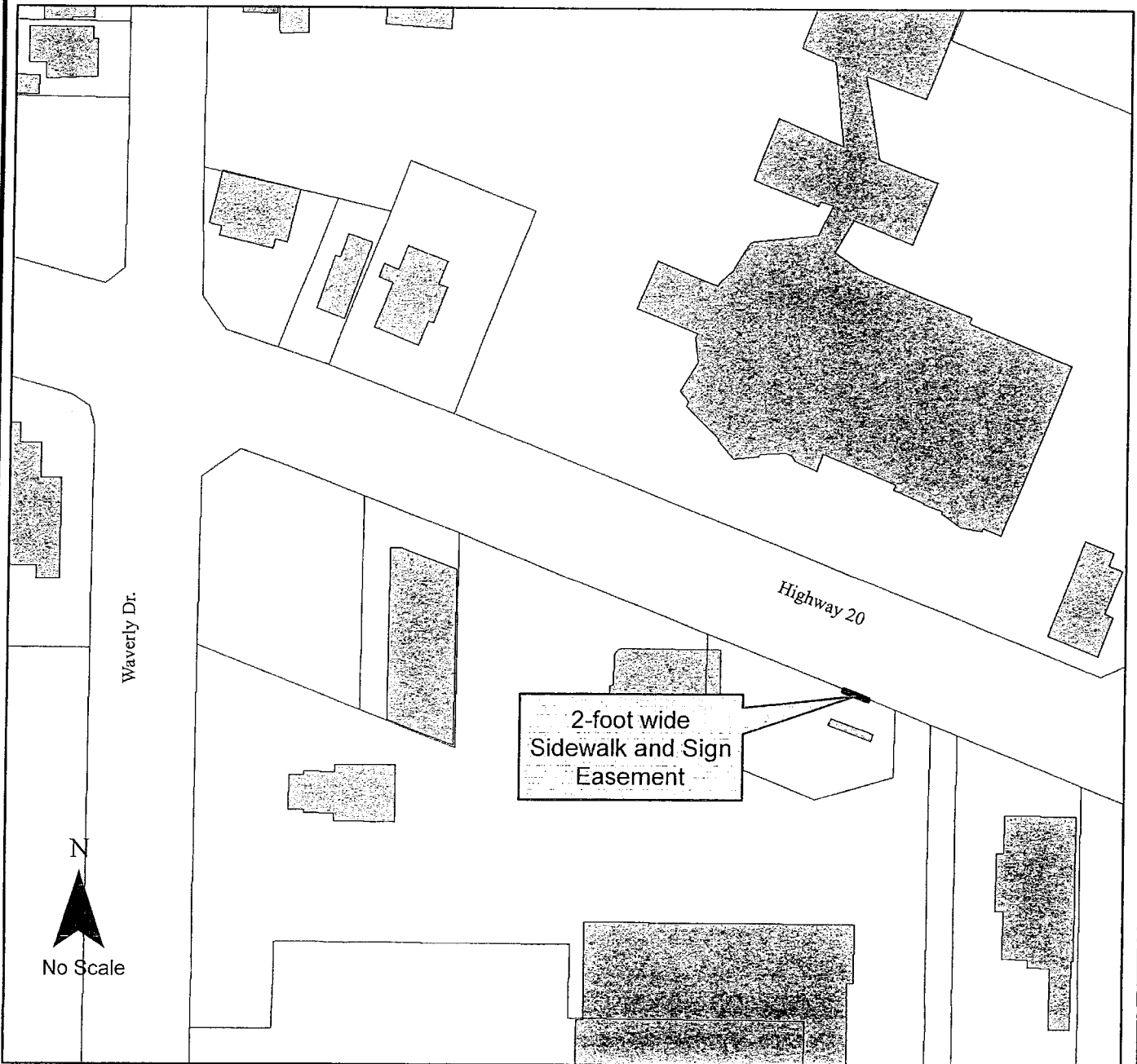
# EXHIBIT C

11S03W08AD- 00700

A 2 foot x 20 foot Easement for  
public sidewalk and pedestrian  
crosswalk sign



Geographic Information Services



original unavailable.

LINN COUNTY  
Recording Cover Sheet  
All Transactions, ORS: 205.234

LINN COUNTY, OREGON 2017-01943  
E-EAS  
Crt=1 Str=44 COUNTER 01/31/2017 04:13:00 PM  
\$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

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

Res 10 6 561