
Space above this line for Recorder's use.

After recording, return to:
City of Newport
169 SW Coast Hwy
Newport, OR 97365

Send tax statements to:
City of Newport
169 SW Coast Hwy
Newport, OR 97365

STATUTORY BARGAIN AND SALE DEED

THE STATE OF OREGON, acting by and through the State Board of Higher Education for the benefit of Oregon State University, Grantor, conveys to CITY OF NEWPORT, a municipal corporation, Grantee, the following described real property (the "Property"):

See attached Exhibit "A"

RELEASE AND WAIVER OF CLAIMS: Grantee acknowledges that it has examined the Property to its own satisfaction and has formed its own opinion as to its condition (including environmental condition) and value. Grantee has not relied on any statements or representations from Grantor or any person acting on behalf of Grantor concerning any of the following:

- (i) the size or area of the Property;
- (ii) the location of corners or boundaries of the Property;
- (iii) the condition of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements;
- (iv) the availability of services to the Property;
- (v) the ability of Grantee to use the Property or any portion of it for any intended purpose; or
- (vi) any other matter affecting or relating to the Property or any portion of it.

Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of conveyance, AS IS, with all defects, if any. Effective on delivery, Grantee waives, releases and forever discharges Grantor and Grantor's officers and employees, of and from all claims, actions, causes of action, fines, penalties, damages, costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property. This waiver and release is intended by Grantor and Grantee to run with the land as to the Property and to be binding on Grantee and Grantee successors and assigns.

The true and actual consideration for this conveyance is \$23,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated October 05, 2012.

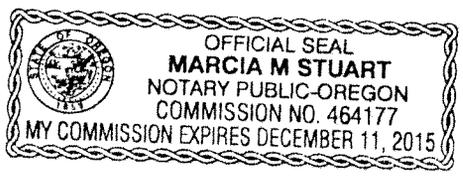
The State of Oregon, acting by and through the State Board of Higher Education for the benefit of Oregon State University

By: Matthew W. Donegan
Matthew W. Donegan, its President

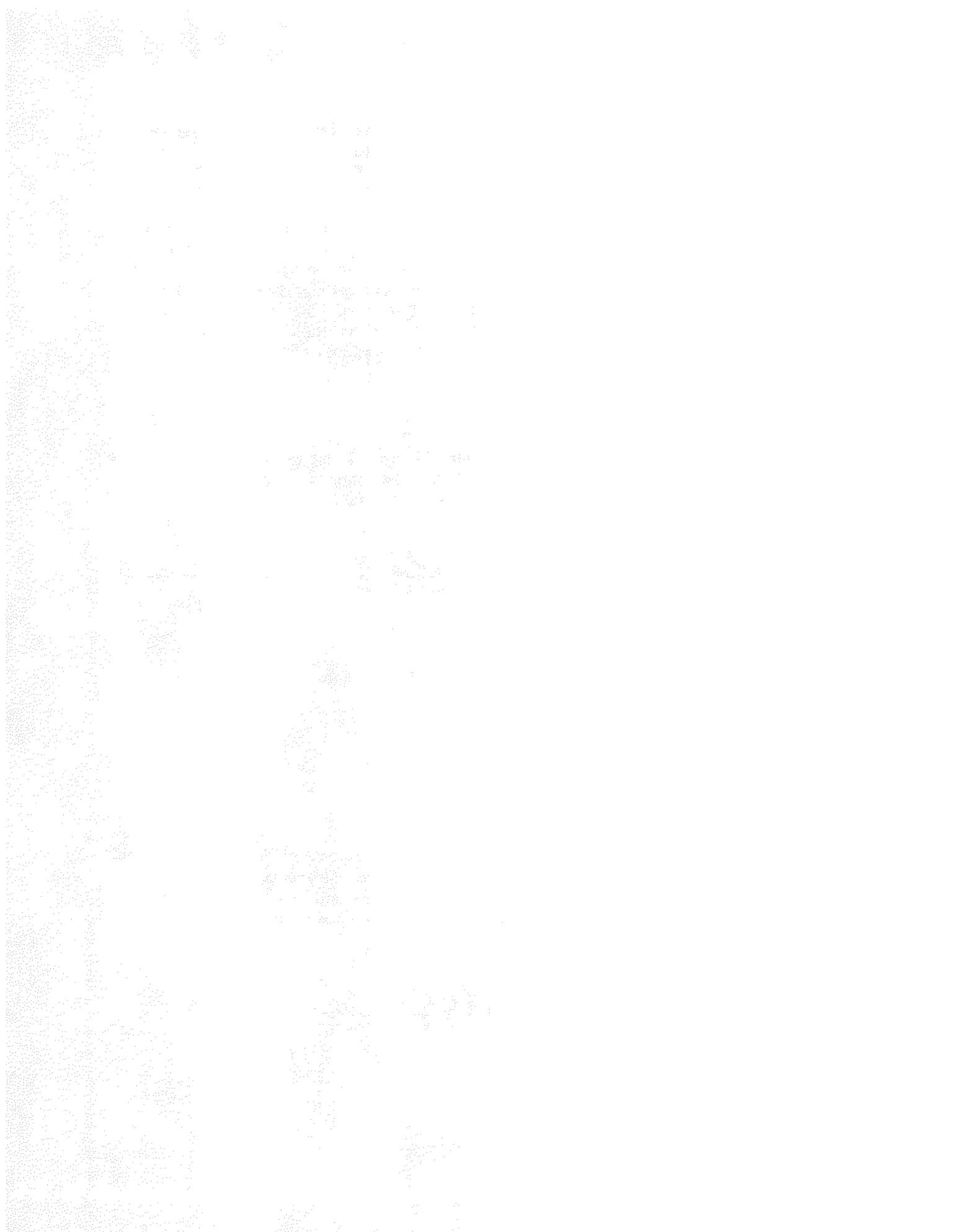
By: Charles L. Triplett III
Charles L. Triplett III, its Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 05 day of October, 2012, before me personally appeared Matthew W. Donegan, who being duly sworn stated that he is the President of the State Board of Higher Education, and acknowledged the foregoing instrument to be the voluntary act of the Board, and that he executed the foregoing instrument on behalf of the Board, acting under authority granted to him by the State of Oregon.

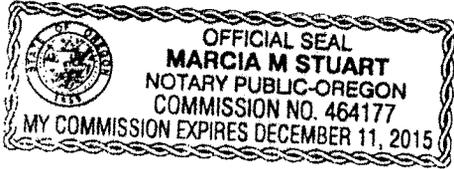


Marcia M. Stuart
NOTARY PUBLIC FOR OREGON
My commission Expires 12/11/15



STATE OF OREGON)
County of Multnomah) ss.

On this 05 day of October, 2012, before me personally appeared Charles L. Triplett III, who being duly sworn stated that he is the Secretary of the State Board of Higher Education, and acknowledged the foregoing instrument to be the voluntary act of the Board, and that he executed the foregoing instrument on behalf of the Board, acting under authority granted to him by the State of Oregon.



Marcia M Stuart
NOTARY PUBLIC FOR OREGON
My commission Expires 12/11/15

**APPROVAL OF CONVEYANCE
(ORS 93.808)**

THE CITY OF NEWPORT, A MUNICIPAL CORPORATION, hereby approves this conveyance, pursuant to ORS 93.808,

Dated this 10th day of October, 2012.

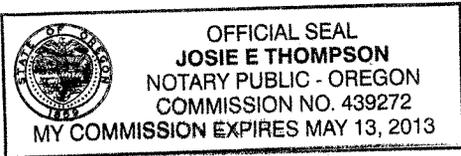
The City of Newport, a municipal corporation

By: Jim Voetberg
Name: Jim Voetberg
Title: City Manager

ACKNOWLEDGMENT

STATE OF OREGON)
County of Lincoln) ss.

This instrument was acknowledged before me on this 10th day of October, 2012, by Jim Voetberg in his/her capacity as City Manager and as an authorized representative of the City of Newport, acting under authority granted to him/her by City Charter.



Josie E Thompson
Notary Public for Oregon
My Commission expires 5-13-13

EXHIBIT "A"

Beginning at the Southwest corner of the Anderson tract described in Book 135, Page 110, Deed Records for Lincoln County, Oregon, said point being South 330 feet from the Northwest corner of the Southeast quarter of the Southeast quarter of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence South along the West line of said quarter quarter 100 feet to the true point of beginning of the parcel herein described; thence continuing South along the West line of said quarter quarter 230 feet, more or less, to the Northerly right of way line of the U.S. Spruce Production Railroad right of way; thence Northeasterly along said right of way line 363.36 feet, more or less, to the Southwest corner of the Bartow tract described in deed recorded in Book 104, Page 209, Deed Records of Lincoln County, Oregon; thence North along the West line of said Bartow tract 118.2 feet, to the Northwest corner thereof; thence North 195 feet, more or less to the South line of the Nelson tract described in deed recorded in Book 90, Page 120, Deed Records, of Lincoln County, Oregon; thence West along the South line of said Nelson tract and the South line of aforementioned Anderson tract 220.81 feet, more or less, to a point that is 139.19 feet East of the said West line of said quarter quarter; thence South 100 feet; and thence West and parallel to the South line of aforementioned Anderson tract, 139.19 feet to the said West line of said quarter quarter and the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to Clifford G. Tucker, et ux, by deed recorded March 30, 1979 in Book 98, Page 1710, Microfilm Records of Lincoln County, Oregon.

PREMIER
title of oregon

WIRING INSTRUCTIONS

US Bank
535 Westminster Mall
Westminster, CA 92683

ABA# 123000220
Account #1-536-9518-4165

For the Account of Premier Title of Oregon
158 W. Olive St.
Newport, OR 97365

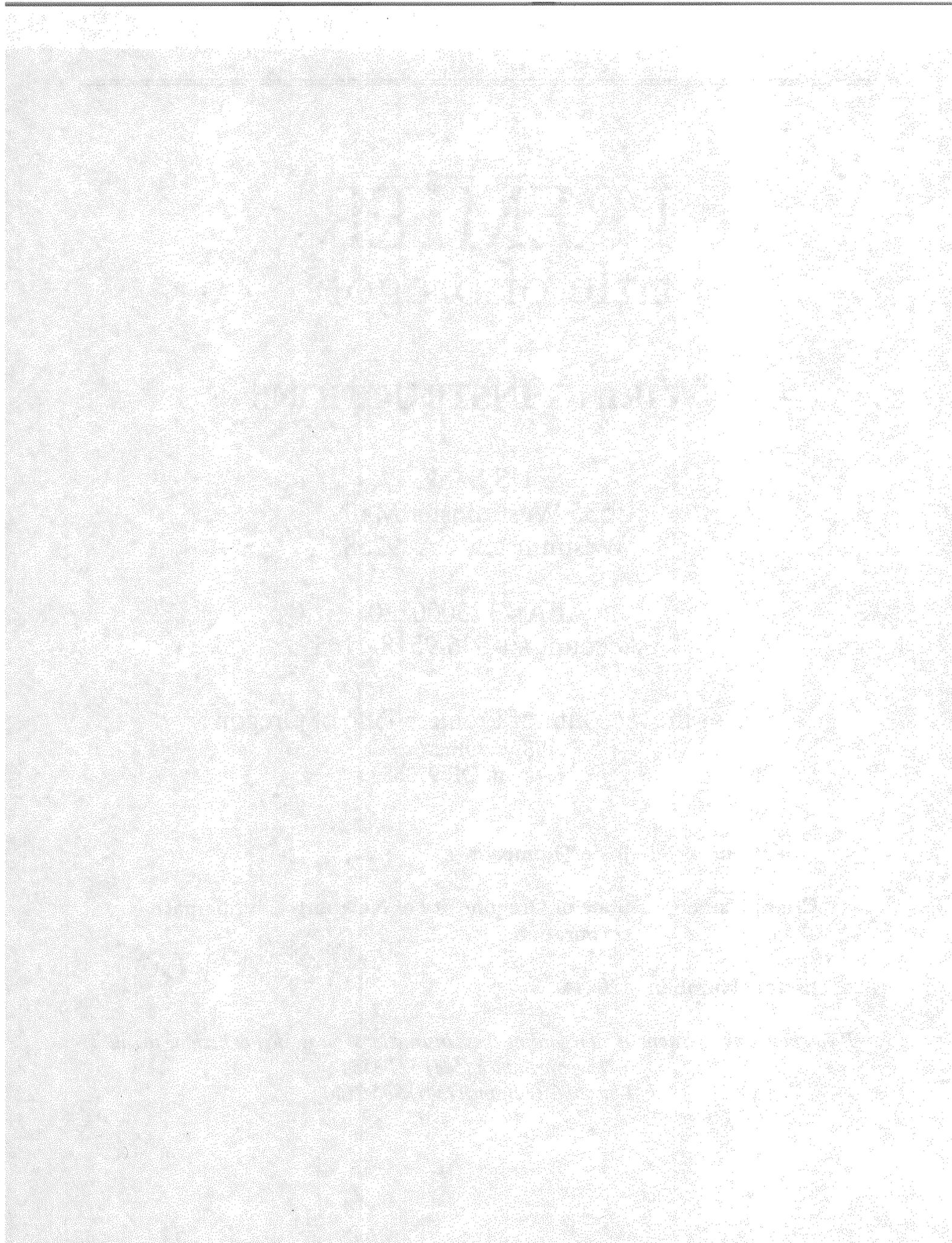
Attention: Josie Thompson

Client Name: State of Oregon/City of Newport, a municipal
corporation

Escrow Number: 120444

\$23,131.50

*If you have any questions at all regarding these instructions, please do not hesitate to call:
Newport Branch (541) 574-3334
Lincoln City Branch (541) 996-2100*



Premier Title of Oregon, LLC (541) 996-2100

Buyer's Estimated Closing Statement

Buyer(s)	City of Newport, 169 SW Coast Highway, Newport, OR 97365		
Seller(s)	State of Oregon, 100 Cascade Hall, Corvallis, OR 97331		
Lender			
Property	11-11-17-DD-801		
Closing date	10/12/2012	Proration date	10/12/2012
Bank			
Escrow Unit	1 - Newport Escrow Branch		
Escrow Officer	Josie Thompson		

COPY

	<u>Debit</u>	<u>Credit</u>
Contract Sales Price	23,000.00	
Title Charges:		
Settlement or closing fee to Premier Title of Oregon, LLC.....	100.00	
Recording Fees/Transfer Charges:		
Deed/Mortgage/Release to Premier Title of Oregon, LLC.....	31.50	
	<u>Subtotal:</u>	
	23,131.50	
	<u>Balance due from Buyer:</u>	<u>23,131.50</u>
	<u>Totals:</u>	<u>23,131.50</u>

THE UNDERSIGNED, by the execution hereof, hereby (i) acknowledge that they have read the above and foregoing Closing Statement, (ii) acknowledge that the same is true and correct, and (iii) authorize and direct the Closing Agent to receive all amounts and disburse all amounts pursuant to the foregoing Closing Statement.

It is mutually understood and agreed the taxes are estimated and in case of adjustments same will be made between the parties hereto. The Closing Agent is relieved of any responsibility with the adjustment of said taxes.

City of Newport

 By:

 By:



158 West Olive Street
Newport, Oregon 97365
(541) 574-3334

Read and Approved

By: _____
By: _____

PRELIMINARY TITLE REPORT

Premier Title of Oregon, LLC
Attention: Josie Thompson
158 West Olive Street
Newport, Oregon 97365

Date: August 31, 2012
Order Number: 120444
Escrow Officer: Josie Thompson
Title Officer: Ruth Martell

PROPERTY ADDRESS: 11-11-17-DD-801

ALTA Owner's Policy Standard
Proposed Insured: The City of Newport

Liability
\$23,000.00

Premium
\$200.00

Premier Title of Oregon, LLC., is prepared to issue on request and on recording of the appropriate documents, a policy or policies of Stewart Title Guaranty Company, as applied for, with coverages as indicated, based on this preliminary report. As of **August 22, 2012** at 8:00 A.M. title to the property described is vested in:

STATE OF OREGON, acting by and through the State Board of Higher Education for the benefit of Oregon State University, an estate in fee simple.

Subject only to the exceptions shown herein and to the terms, conditions and stipulations contained in the policy form. No liability is assumed until a full premium has been paid and a policy issued.

LEGAL DESCRIPTION:

See Legal Description attached hereto as Exhibit 'A'

SCHEDULE B

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

6. 2012-2013 taxes, a lien not yet payable.
7. Subject property is either situated within the urban renewal boundaries or within the shared area of the City of Newport and is subject to the terms and provisions thereof.
8. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.
9. We will require evidence of the authority for the individual executing the forthcoming conveyance. This report may be subject to further exceptions upon review of the information provided.

-----END OF EXEPTIONS-----

NOTE (A): Taxes paid in full for 2011-2012:

Levied Amount : \$0.00
Account No. : R127711
Levy Code : 134
Map No. : 11-11-17-DD-801

NOTE (B): We find no judgments or Federal Tax Liens against the State of Oregon, acting by and through the State Board of Higher Education for the benefit of Oregon State University or the City of Newport.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transaction will apply.

**Premier Title of Oregon, LLC
Ruth Martell
Phone: (541) 996-2100
Fax: (866) 855-2892
Email: rmartell@premiertitleoforegon.com**

EXHIBIT "A"

Beginning at the Southwest corner of the Anderson tract described in Book 135, Page 110, Deed Records for Lincoln County, Oregon, said point being South 330 feet from the Northwest corner of the Southeast quarter of the Southeast quarter of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence South along the West line of said quarter quarter 100 feet to the true point of beginning of the parcel herein described; thence continuing South along the West line of said quarter quarter 230 feet, more or less, to the Northerly right of way line of the U.S. Spruce Production Railroad right of way; thence Northeasterly along said right of way line 363.36 feet, more or less, to the Southwest corner of the Bartow tract described in deed recorded in Book 104, Page 209, Deed Records of Lincoln County, Oregon; thence North along the West line of said Bartow tract 118.2 feet, to the Northwest corner thereof; thence North 195 feet, more or less to the South line of the Nelson tract described in deed recorded in Book 90, Page 120, Deed Records, of Lincoln County, Oregon; thence West along the South line of said Nelson tract and the South line of aforementioned Anderson tract 220.81 feet, more or less, to a point that is 139.19 feet East of the said West line of said quarter quarter; thence South 100 feet; and thence West and parallel to the South line of aforementioned Anderson tract, 139.19 feet to the said West line of said quarter quarter and the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to Clifford G. Tucker, et ux, by deed recorded March 30, 1979 in Book 98, Page 1710, Microfilm Records of Lincoln County, Oregon.

STG Privacy Notice (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

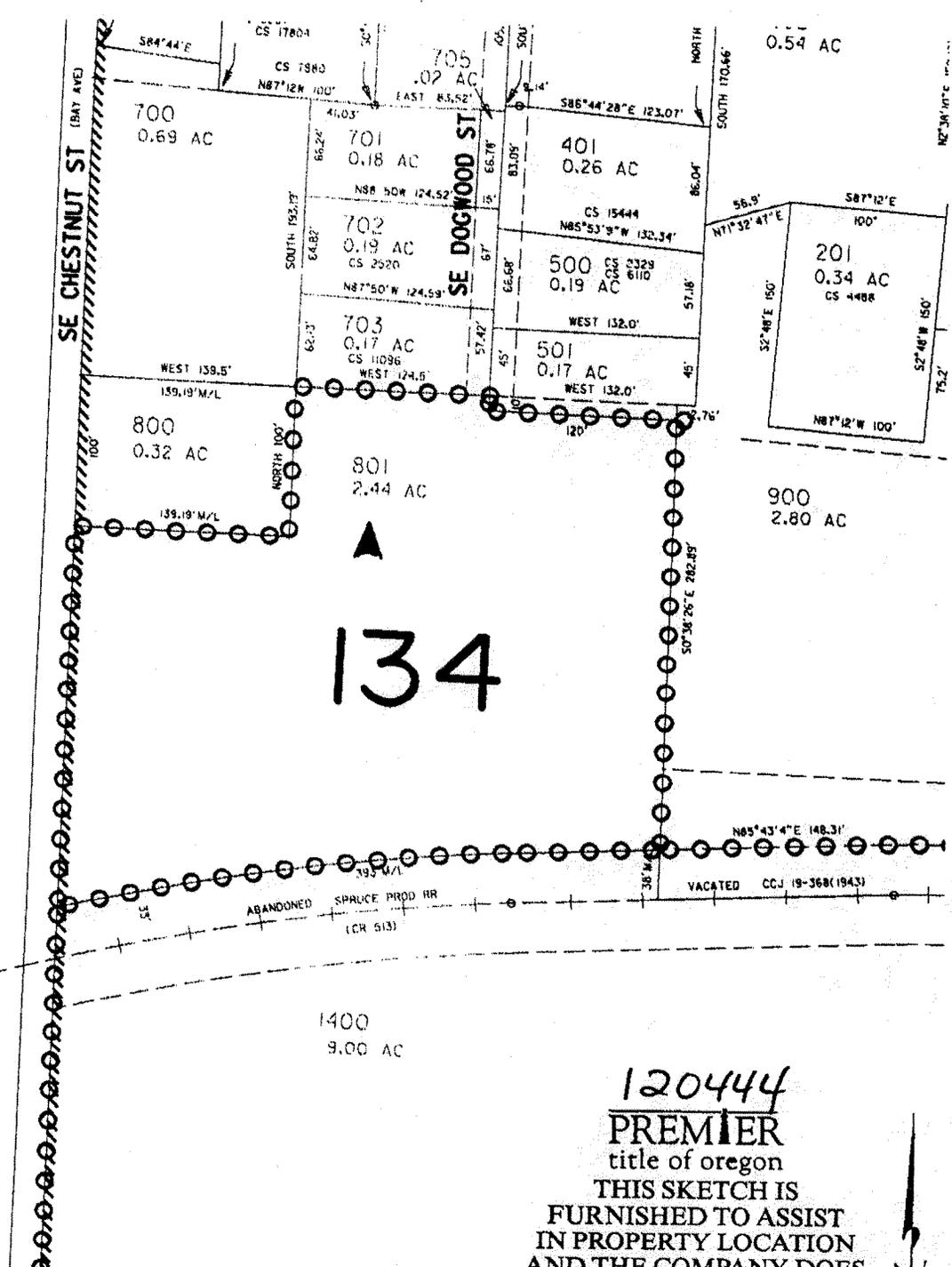
All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business--to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing
For our everyday business purposes- to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes- to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with the Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market you	Yes	No
For nonaffiliates to market to you- Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when <ul style="list-style-type: none"> • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056.
-------------------	--



SEE MAP 11 11 17 DC

134

120444
PREMIER
 title of oregon
 THIS SKETCH IS
 FURNISHED TO ASSIST
 IN PROPERTY LOCATION
 AND THE COMPANY DOES
 NOT GUARANTY ITS
 ACCURACY.

11-11-17-DD-801



JOINT ESCROW INSTRUCTIONS

TO: Premier Title of Oregon, LLC, Josie Thompson, Escrow Officer
RE: Escrow No.: 120444

SELLER: State of Oregon

BUYER: City of Newport

PROPERTY: 11-11-17-DD-801

Property Description: (as shown in the Preliminary Title Report issued by Premier Title of Oregon, LLC under Order No. 120444 dated August 22, 2012, a copy of which has been received and approved by the undersigned).

These joint escrow instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy. Escrow instructions may be accepted by Premier Title of Oregon, LLC with facsimile signatures for closing purposes, with the understanding that original instructions will be forwarded with original signatures to be maintained in the escrow file.

SELLER deposits with you under these instructions the following: Statutory Bargain and Sale Deed, IRS reporting form, approved copy of preliminary title report, and estimated closing statement (escrow holder is authorized to adjust statement to reflect actual costs on date of disbursement)

and authorizes delivery and release (if so directed) thereof when you hold for the account of Seller the sum of \$23,000.00 plus and minus credits and deductions authorized herein as per approved copy of escrow closing statement. Said documents are to be recorded.

PURCHASER deposits with you under these instructions the following items: approved copy of Deed, preliminary title report and estimated closing statement (escrow holder is authorized to adjust statement to reflect actual costs on date of disbursement)

and will deposit with you such other sums and items as may be required to enable you to comply with these instructions, which sums and items you are authorized to deliver, release or pay over when you hold for the account of the Purchaser: a properly executed and recorded Deed.

Along with your specified form of policy of title insurance for:

- ALTA Standard Owner's Policy in the amount of \$23,000.00
- ALTA Mortgagee's Extended Coverage Policy in the amount of NONE

subject to printed conditions and exceptions in the usual form of title insurance policy, matters attaching by, through, or under the Purchaser, and the following paragraphs of the Preliminary Title Report noted above: 1-8.

showing title vested in: City of Newport, a municipal corporation

Said documents are to be recorded.

Prorate and adjust as of the following date: THERE SHALL BE NO PRORATES WITHIN THIS ESCROW, ANY REFERENCE TO PRORATES SHALL BE DISREGARDED.

- Real property taxes in the amount of NONE
- Homeowner's association dues in the amount of NONE
- Rent proration in the amount of NONE

Additional Instructions: The undersigned acknowledge that all bills have been submitted to the appropriate party and paid in full outside of this closing. Escrow is not responsible or liable for payment of non-payment of same.

Deed utilized within this escrow was prepared outside of escrow. Escrow agent has made no claim as to the form or content and the signature of the parties to the deed shall serve as their approval.

PURCHASER also agrees to pay any additional funds as are necessary to comply with the Purchaser's instructions and authorizes payments and credits in accordance with the Purchaser's Estimated Escrow Statement attached hereto and made a part hereof.

SELLER also agrees to pay any additional funds as is necessary to place title in the condition as required by these instructions and authorizes payment of and deduction from and credit to the gross sum above specified in accordance with the Seller's Estimated Escrow Statement attached hereto and made a part hereof.

NOTE: Premier Title of Oregon, LLC will be released of all liability for any bills and/or prorated items that are not included on our Closing Statement. Any items not shown on the Closing Statement will be handled between the parties outside of escrow.

Notes: Terms and conditions of the earnest money agreement have been complied with to the satisfaction of the undersigned or will be handled between parties outside of escrow. Parties herein acknowledge that Premier Title of Oregon, LLC is exempt from compliance with the foreign investment act. Any compliance with said act will be handled between the parties outside of escrow.

It is understood that water, sewer, waste collection, electricity and utility charges and inventory for fuel will be adjusted between Seller and Purchaser outside this escrow.

In the event wired funds are not received by Premier Title of Oregon, LLC with sufficient time to wire out or invest funds, the undersigned parties release Premier Title of Oregon, LLC of all liability relating to any additional interest charges assessed.

You are to have no liability or responsibility with respect to any matters connected with the following (unless expressly authorized herein): (1) Compliance with requirements of the Consumer Credit Protection Act or Inter-State Land Sales Act, or similar laws; (2) Title to personal property, or encumbrances thereon, including personal property taxes, sales tax and instruments filed under the Uniform Commercial Code, or leased equipment on premises; (3) Forgeries or false personations of any person or party in connection with these instructions or this escrow; (4) Fire Insurance and any other insurance coverage and Seller and Purchaser agree that such coverage will be provided for outside this escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Premier Title of Oregon, LLC with any State or National Bank, and may be transferred to any other such general escrow account or accounts.

All disbursements shall be made by check of Premier Title of Oregon, LLC

All adjustments to be made on a per diem basis, except rentals which shall be prorated on the basis of a 30-day month.

When requested to do so, a copy of the Escrow Instructions and closing statement showing disbursements, in accordance with these instructions, may be delivered to the realtor who consummated the transaction, the mortgagee or its agent or to my attorney.

In the event any portion of a party(ies) required deposit is in the form of loan funds from a lender, the party(ies) authorize recording of the within deposited documents prior to the lender funding their loan. It is understood that the escrow file will be disbursed upon receipt of loan funds from lender.

All funds deposited in this escrow shall be disbursed in accordance with Real Estate Administration Rule #863-50-055.

In the event, following the close of escrow, any payoff amount provided by any encumbrance or lien holder, proves to be insufficient to retire the debt, or other adjustment must be made to clear title, the party(ies), upon demand of Escrow Agent, will immediately pay the amount of such deficiency.

You will file for recording the necessary legal instruments and you are then authorized to pay off such encumbrances of record as may exist at time of filing such instruments, to permit issuance of said title policy as above stated and shall not be responsible for liens in the event wired funds are not received by Premier Title of Oregon, LLC with sufficient time to wire out or invest funds, the undersigned parties release Premier Title of Oregon, LLC of all liability relating to any additional interest charges assessed.

If you are not able to comply with these instructions on or before 30 DAYS FROM DATE, said money and/or instruments shall thereafter be returned to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon as possible thereafter. When time is of the essence in requiring performance of any condition of this escrow and delivery of the documents or monies necessary is not made until the last day limited and defined herein, no tender of such performance or compliance shall be binding upon you unless made prior to 10:00 am. on said day, and you are authorized to perform duties imposed hereunder on the next business day without liability for delay in closing of the escrow.

In the event any disputes arise between parties interested in property or funds covered by these instructions, or the principals thereto, you may hold all matters in their existing status join a court action or commence a court action. In the event that you institute the court action in order to interplead funds into the Court for a determination of the rights of the principals or any parties interested in these properties or funds, you are hereby authorized to deduct any expenses, costs and reasonable attorney's fees of \$500.00 required to commence said litigation and submit the funds remaining into the Court. If attorneys' fees for interpleader exceed \$500.00, you are authorized to seek reimbursement for additional fees. In the event such interpleader is required, you are hereby relieved of all responsibility for determination of the parties' rights and liabilities with regard to the funds so interplead.

It is further agreed that if Premier Title of Oregon, LLC, or any party to this agreement, retains the services of an attorney, for a matter arising out of this transaction, or to enforce the terms and provisions of this agreement, the losing party agrees to pay the prevailing party's costs, expenses, and reasonable attorney fees, in addition to all other sums to which the prevailing party is entitled to, whether or not formal legal action is required, and at trial and upon any appeal, if one is taken, and in any bankruptcy, if that occurs.

These instructions may call for a satisfaction through this escrow of one or more trust deed loan(s) to be paid by Premier Title of Oregon, LLC on behalf of the undersigned. If so, Premier Title of Oregon, LLC anticipates receiving in the due course documentation necessary to clear said trust deed(s) from the public records. If Premier Title of Oregon, LLC does not receive this documentation, Oregon law authorizes an alternative procedure for clearing the trust deed(s). The alternative procedure is established by Oregon Revised Statutes (ORS) 86.720. The undersigned authorizes Premier Title of Oregon, LLC, at its option, to prepare, execute and record such a Release of Trust Deed for any trust deed paid in full through this escrow. Any reconveyance fees, including trustee and recording fees, collected in this escrow may be applied to and, in such event, shall constitute a reasonable fee for any such corresponding release. The undersigned waives the statute's requirement for receipt of the Notice of Intention to Record Release. For any such Release processed by Premier Title of Oregon, LLC, the undersigned assigns to Premier Title of Oregon, LLC the undersigned's right of recovery under ORS 86.720(1) against the trust deed beneficiary. The authorization to release, given above, does not preclude the undersigned from delivering to Premier Title of Oregon, LLC, after the required passage of time, a separate written request for release of any trust deed paid in full through this escrow and not reconveyed within 60 days of satisfaction.

The foregoing constitutes your entire and exact instructions and you shall not be concerned with oral directives, or other writings, other than a mutually written amendment to these instructions.

DECLARATION OF ESCROW SERVICES

All parties acknowledge by their signatures hereon, the following:

I have been specifically informed that Premier Title of Oregon, LLC is not licensed to practice law and no legal advice has been offered by Premier Title of Oregon, LLC or any of its employees. I have been further informed that Premier Title of Oregon, LLC is acting only as an escrow holder and is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so.

I have not been referred by Premier Title of Oregon, LLC to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by Premier Title of Oregon, LLC, have been prepared under the direction of my attorney or myself and particularly declare that copying legal descriptions from title reports into forms of deeds, etc. or reforming of legal descriptions or agreements is, or will be solely at my direction and request.

I have been afforded adequate time and opportunity to read and understand the escrow instructions and all other documents referred to therein.

You are hereby instructed to deliver proceeds due the undersigned parties in the following manner:

- _____ I/We will pick up check. Please call at this number when the check is available _____
- _____ Wire funds directly to the account using deposit slip furnished for banking information. (I/We acknowledge that the receiving bank may charge a fee for accepting this wire)
- _____ Mail by Regular Mail or Federal Express/UPS (you are authorized to charge our account for fee(s) involved) Please send to the following address: _____
- _____ Transfer total proceeds or funds in the amount of \$ _____ to _____ Title, Escrow No. _____. Any balance shall be paid as follows: _____

Other: _____

The parties to this escrow agree that they will notify escrow holder, by separate written notice, of any changes, additions and/or deletions made to these escrow instructions; such notice will be delivered concurrently with the delivery of these escrow instructions to the escrow holder.

The party(ies) are hereby informed that Premier Title of Oregon, LLC. deposits all funds into a non-interest bearing account and received or may receive certain bank services including but not limited to checks, deposit slips, wire transfers and account services from or through various banks as a result of the banking relationship(s) maintained in the regular course of its escrow and title insurance business. A Good Faith estimate of the value of the bank services received is \$10.00 per escrow transaction. This disclosure is made in compliance with Oregon Administrative Rule 863-50-065. I/WE ACKNOWLEDGE ADVISEMENT OF THE ABOVE DISCLOSURE.

Initials: _____

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE ESCROW INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Dated: _____, 2012

SELLER(S):

State of Oregon

BY: _____ BY: _____
by: _____
its: _____

BUYER(S):

City of Newport

BY: _____ BY: _____
Jim Voetberg
City Manager

Receipt of money and/or instruments hereinabove mentioned is hereby acknowledged.

Premier Title of Oregon, LLC

BY: _____ Dated: _____
Josie Thompson, Escrow Officer

CONSENT BY BORROWER OR PURCHASER AND SELLER

To Borrowers or Purchasers and Sellers:

We, Premier Title of Oregon, LLC., will usually have possession at the time of your closing of the Purchaser's earnest money deposit, the Purchaser's equity or down payment funds, and the loan funds from the Purchaser's lender. These funds have been or will be placed in escrow accounts with a bank.

We will disburse the escrow funds in accordance with your closing statement. We will disburse the funds by wire transfer or check at or promptly after the closing. Until the checks have cleared our disbursing bank, we may benefit from the "float" of those funds.

The bank on which the disbursements are drawn may give us credits based on the average balances in our disbursement account. We can use the credits to obtain loans at favorable interest rates. [Our good faith estimate of the average amount of the benefit we may receive in any given transaction is \$ 37.50] [Our good faith estimate of the amount of the benefit we may receive on any given transaction may be calculated on the basis that for every thousand dollars in escrow, assuming it remained in escrow for one (1) day, the benefit would be \$0.0822]

If the Borrower or Purchaser and Seller do not consent, we will instead deposit the disbursement funds in an account on which no credits are earned. In either case, the disbursement funds will not be pledged or otherwise encumbered or put at risk.

Your consent or non-consent will not affect your real estate transaction, your title insurance or your costs. By signing below you are indicating your consent to the deposit of the post closing disbursement funds from your transaction in a disbursement account on which Premier Title of Oregon, LLC. may earn credits from the bank as disclosed above.

BORROWER(S) OR PURCHASERS

City of Newport

BY: _____
Jim Voetberg
City Manager

BY: _____

SELLERS

State of Oregon

BY: _____
by: _____
its: _____

BY: _____

Space above this line for Recorder's use.

After recording, return to:
City of Newport
169 SW Coast Hwy
Newport, OR 97365

Send tax statements to:
City of Newport
169 SW Coast Hwy
Newport, OR 97365

STATUTORY BARGAIN AND SALE DEED

THE STATE OF OREGON, acting by and through the State Board of Higher Education for the benefit of Oregon State University, Grantor, conveys to CITY OF NEWPORT, a municipal corporation, Grantee, the following described real property (the "Property"):

See attached Exhibit "A"

RELEASE AND WAIVER OF CLAIMS: Grantee acknowledges that it has examined the Property to its own satisfaction and has formed its own opinion as to its condition (including environmental condition) and value. Grantee has not relied on any statements or representations from Grantor or any person acting on behalf of Grantor concerning any of the following:

- (i) the size or area of the Property;
- (ii) the location of corners or boundaries of the Property;
- (iii) the condition of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements;
- (iv) the availability of services to the Property;
- (v) the ability of Grantee to use the Property or any portion of it for any intended purpose; or
- (vi) any other matter affecting or relating to the Property or any portion of it.

Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of conveyance, AS IS, with all defects, if any. Effective on delivery, Grantee waives, releases and forever discharges Grantor and Grantor's officers and employees, of and from all claims, actions, causes of action, fines, penalties, damages, costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property. This waiver and release is intended by Grantor and Grantee to run with the land as to the Property and to be binding on Grantee and Grantee successors and assigns.

The true and actual consideration for this conveyance is \$23,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated October 05, 2012.

The State of Oregon, acting by and through the State Board of Higher Education for the benefit of Oregon State University

By: Matthew W. Donegan
Matthew W. Donegan, its President

By: Charles L. Triplett III
Charles L. Triplett III, its Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 05 day of October, 2012, before me personally appeared Matthew W. Donegan, who being duly sworn stated that he is the President of the State Board of Higher Education, and acknowledged the foregoing instrument to be the voluntary act of the Board, and that he executed the foregoing instrument on behalf of the Board, acting under authority granted to him by the State of Oregon.

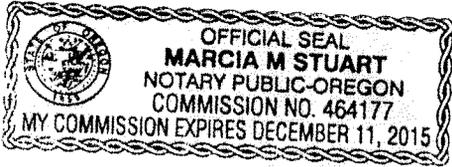


Marcia M Stuart
NOTARY PUBLIC FOR OREGON

My commission Expires 12/11/15

STATE OF OREGON)
County of Multnomah) ss.

On this 05 day of October, 2012, before me personally appeared Charles L. Triplett III, who being duly sworn stated that he is the Secretary of the State Board of Higher Education, and acknowledged the foregoing instrument to be the voluntary act of the Board, and that he executed the foregoing instrument on behalf of the Board, acting under authority granted to him by the State of Oregon.



Marcia M. Stuart
NOTARY PUBLIC FOR OREGON

My commission Expires 12/11/15

**APPROVAL OF CONVEYANCE
(ORS 93.808)**

THE CITY OF NEWPORT, A MUNICIPAL CORPORATION, hereby approves this conveyance, pursuant to ORS 93.808,

Dated this _____ day of October, 2012.

The City of Newport, a municipal corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF OREGON)
County of _____) ss.

This instrument was acknowledged before me on this _____ day of October, 2012, by _____ in his/her capacity as _____ and as an authorized representative of the City of Newport, acting under authority granted to him/her by _____.

Notary Public for Oregon
My Commission expires _____

EXHIBIT "A"

Beginning at the Southwest corner of the Anderson tract described in Book 135, Page 110, Deed Records for Lincoln County, Oregon, said point being South 330 feet from the Northwest corner of the Southeast quarter of the Southeast quarter of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence South along the West line of said quarter quarter 100 feet to the true point of beginning of the parcel herein described; thence continuing South along the West line of said quarter quarter 230 feet, more or less, to the Northerly right of way line of the U.S. Spruce Production Railroad right of way; thence Northeasterly along said right of way line 363.36 feet, more or less, to the Southwest corner of the Bartow tract described in deed recorded in Book 104, Page 209, Deed Records of Lincoln County, Oregon; thence North along the West line of said Bartow tract 118.2 feet, to the Northwest corner thereof; thence North 195 feet, more or less to the South line of the Nelson tract described in deed recorded in Book 90, Page 120, Deed Records, of Lincoln County, Oregon; thence West along the South line of said Nelson tract and the South line of aforementioned Anderson tract 220.81 feet, more or less, to a point that is 139.19 feet East of the said West line of said quarter quarter; thence South 100 feet; and thence West and parallel to the South line of aforementioned Anderson tract, 139.19 feet to the said West line of said quarter quarter and the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to Clifford G. Tucker, et ux, by deed recorded March 30, 1979 in Book 98, Page 1710, Microfilm Records of Lincoln County, Oregon.

PREMIER
title of oregon

158 West Olive Street
Newport, Oregon 97365
(541) 574-3334

October 11, 2012

City of Newport
Attn: Jim Voetberg
169 SW Coast Highway
Newport, OR 97365

RE: Escrow Number: 120444
Property : 11-11-17-DD-801

Jim,

In connection with the closing of our above referenced escrow, we enclose herewith the following items:

Final Settlement Statement. (PLEASE RETAIN FOR TAX PURPOSES)

Your Policy of Title Insurance will be sent to you in the near future.

Recorded documents to which you are entitled will be mailed to you by the County Recorder. Any other documents to which you may be entitled will be forwarded to you as soon as they are available.

Thank you for the opportunity to be of service to you in this transaction. We look forward to working with you again.

Sincerely,

Premier Title of Oregon, LLC



Josie Thompson
Escrow Officer

Enclosure

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM FOR THE DIRECTOR, FBI (100-442654)
FROM: SAC, NEW YORK (100-100000) (P)
SUBJECT: [REDACTED]

RE: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Premier Title of Oregon, LLC (541) 996-2100

Buyer's Final Closing Statement

Buyer(s)	City of Newport, 169 SW Coast Highway, Newport, OR 97365		
Seller(s)	State of Oregon, 100 Cascade Hall, Corvallis, OR 97331		
Lender			
Property	11-11-17-DD-801		

Closing date	10/12/2012	Proration date	10/12/2012
Bank	USB - US Bank		
Escrow Unit	1 - Newport Escrow Branch		
Escrow Officer	Josie Thompson		

	<u>Debit</u>	<u>Credit</u>
Contract Sales Price	23,000.00	
Other Adjustments:		
Funds to close from City of Newport.....		23,131.50
Title Charges:		
Settlement or closing fee to Premier Title of Oregon, LLC.....	100.00	
Recording Fees/Transfer Charges:		
Deed/Mortgage/Release to Premier Title of Oregon, LLC.....	31.50	
	<u>Subtotal:</u>	<u>23,131.50</u>
	Balance due to Buyer:	23,131.50
	<u>Totals:</u>	<u>23,131.50</u>

