

Lincoln County, Oregon
02/04/2013 3:58:00 PM
DOC-E

2013-01019

Cnt=1 Pgs=4 Str=20

\$20.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$63.00



00070014201300010190040042

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



GRANTOR:

Harold D. Lofton
Joan E. Lofton
Trustees of the Lofton Family Trust,
established January 6, 1981
11550 Logsdan Road
Logsdan, OR 97380

GRANTEE:

City of Newport
169 SW Coast Highway
Newport, OR 97365

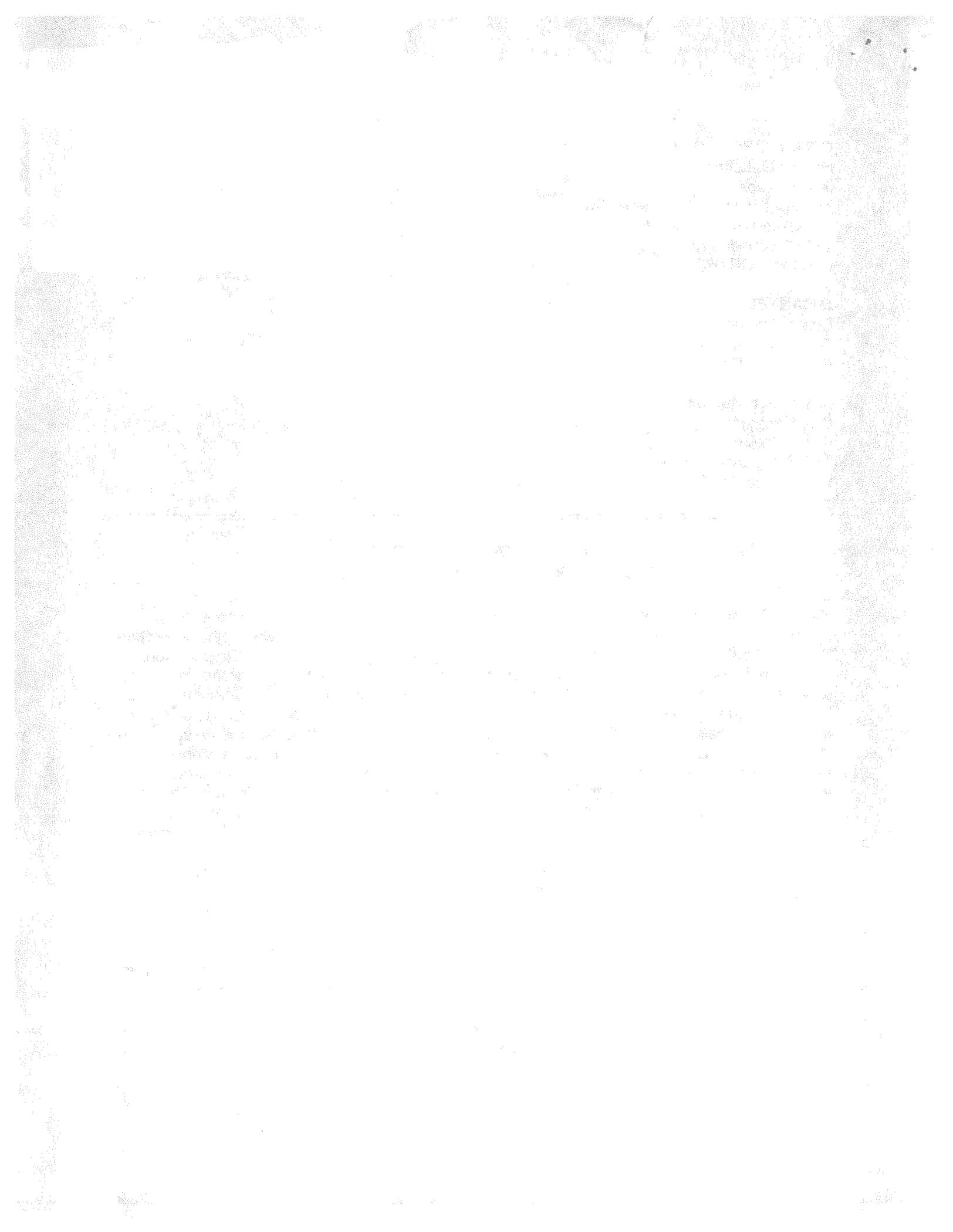
After recording return to:

City Recorder
City of Newport
169 SW Coast Highway
Newport, OR 97365

**CITY OF NEWPORT, OREGON
TEMPORARY CONSTRUCTION EASEMENT**

Harold D. Lofton and Joan E. Lofton, Trustees of the Lofton Family Trust, established January 6, 1981, an estate in fee simple, hereinafter referred to as "Grantor", owns the real property described below and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", a temporary 10-foot wide construction easement, commencing upon execution hereof and terminating when the one (1) year warranty period for the construction of SE Ash Street is completed, to be used to establish, to maintain, elevations, grades and slopes in the area adjacent to the westerly right-of-way line of SE Ash Street, and requiring that such grades, elevations and slopes not be altered except with the consent of City, and that the slope easement area not be altered or used in such a manner to cause subsidence or otherwise damage or interfere with the City's other improvements there. Slope easement shall also include the right to re-contour existing slopes, walkways, driveways, storm drains and other features and improvements as may be necessary, appropriate or convenient in connection with the street and sidewalk grades for the construction of SE Ash Street, as now or hereafter established and to provide appropriate transitions, as described in "Exhibit A," said temporary construction easement to be located on the following described real property:

The following portion of Lot 3, Block N, HARBORTON, a subdivision of record in the Southwest quarter of the Southeast quarter of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon: Beginning at a point on the East line of said Lot 3 that is South 0°01'30" West, a distance of 204 feet, from the Northeast corner of said Lot 3; thence South 0°01'30" West along said East line of Lot 3, a distance of 125.79 feet, to the southeast corner of said Lot 3; thence westerly along the south line of said Lot 3, a distance of 278.95 feet, more or less, to the easterly right-of-way line of U.S. Highway 101; thence northeasterly along said easterly right-of-way line of U.S. Highway 101 to a point that is North 87°14'30" West of the point of beginning; thence South 87°14'30" East, a distance of 221.7 feet, more or less, to the point of beginning.



EXCEPTING any portion falling in the 16 foot strip conveyed to Warren Ashworth by deed recorded February 23, 1955, in Book 169, Page 143, Deed Records for Lincoln County, Oregon.

Temporary Construction Easement is subject to the following additional terms and provisions:

1. The Easement hereby granted shall include the rights of the Grantee, its agents, assigns and representatives, enter and occupy the Grantor's property within the Easement Area, including but not limited to the right to enter and occupy the Easement Area with men, equipment and supplies to carry out activities related to the purposes above described, to cut and remove trees and vegetation, dig, grade and excavate, improve and repair, and carry out other activities incidental thereto or as otherwise convenient and appropriate to the use and enjoyment of the Grantee's Easements and rights thereunder. Other entities permitted by the City of Newport to do so may also use and occupy the Easement for such purposes. However, notwithstanding any other provision hereof, the slope easement is solely for the purpose of maintaining the stability of the adjacent bank. Grantee will construct no permanent improvements in the slope easement, other than to establish a stable grade and, if necessary, vegetation. Nothing herein shall be construed to prevent Grantee from using the area of the slope easement for any purpose which does not adversely affect stability, including but not limited to the construction of a fence, if Grantor so desires.

2. Whenever the Grantee, or any permittee, assignee or licensee of Grantee, shall carry out any work within the easement area which is within a landscaped area, the landscaping and vegetation shall be replaced with plantings of substantially the same type or appearance as previously existed, provided, however, that such replacement plantings may be smaller in size, and there shall be no obligation to replace trees and shrubs having a height in excess of five (5) feet.

3. The City of Newport shall, upon completion of such work and construction, repair any of Grantor's existing improvements located in the temporary construction easement area which are damaged as a consequence of such work, and restore the area of such temporary construction easement to a condition substantially the same as that which existed prior to such work and construction.

The true and actual consideration for this easement is other than a monetary payment.

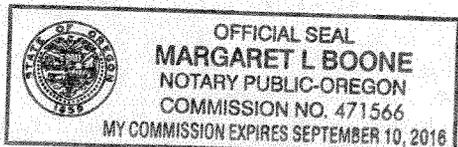
DATED this 25th day of Sept, 2012.

Harold D. Lofton
Harold D. Lofton

Joan E. Lofton
Joan E. Lofton

STATE OF OREGON }
County of Lincoln } ss

Personally appeared before me this 25th day of Sept, 2012 the above named Harold D. Lofton.



Margaret Boone
Notary Public for Oregon

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at the City of New York, this _____ day of _____, 2019.

Notary Public in and for the State of New York

My Commission Expires _____

Notary Public in and for the State of New York

My Commission Expires _____

Notary Public in and for the State of New York

My Commission Expires _____

Notary Public in and for the State of New York

My Commission Expires _____

Notary Public in and for the State of New York

My Commission Expires _____

Notary Public in and for the State of New York

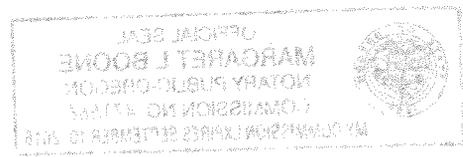
My Commission Expires _____

Notary Public in and for the State of New York

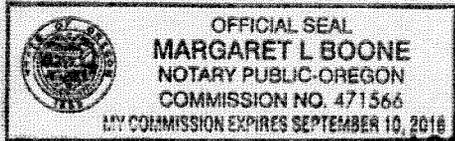
My Commission Expires _____

Notary Public in and for the State of New York

My Commission Expires _____



Personally appeared before me this 26 day of Sept, 2012 the above named Joan E. Lofton.



Margaret Boone
Notary Public for Oregon

ACCEPTANCE OF EASEMENT

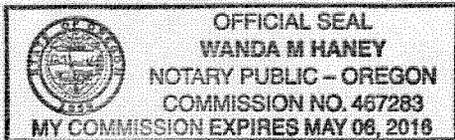
The City of Newport, Oregon, does hereby accept the above-described Temporary Construction Easement this 31st day of January, 2013

Sandra N. Roumagnoux
Mark McConnell, Mayor
SANDRA ROUMAGNOUX

STATE OF OREGON)
) ss:
County of Lincoln)

This instrument was acknowledged before me on the 31st day of January, 2012 by Mark McConnell as Mayor of the City of Newport.

SANDRA ROUMAGNOUX



Wanda M. Haney
Notary Public for Oregon

EXHIBIT A

**TAX MAP: 11-11-17DC
TAX LOT: 900**

**TEMPORARY 10 FOOT WIDE
CONSTRUCTION EASEMENT**

The easterly ten feet (10.0') of the hereafter said Lofton property, more particularly described as:

Beginning at the Southeast corner of Lot 3, Block N, HARBORTON, a subdivision of record in the Southwest quarter of the Southeast quarter of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence North $87^{\circ}07'22''$ West along the South line of said Lot 3, a distance of 10.03 feet, to its intersection with a line that is parallel to and 10.00 feet westerly of, when measured at right angles, to said East line of Lot 3; thence North $0^{\circ}01'30''$ West along said line that is parallel to and 10.00 feet westerly of, when measured at right angles, a distance of 125.77 feet; thence South $87^{\circ}14'30''$ East, a distance of 10.01 feet, to the East line of Lot 3; thence South $0^{\circ}01'30''$ West along said East line of Lot 3, a distance of 125.79 feet, to the point of beginning.

Dear Mr. [Name],

I am writing to you regarding the [Topic] that we discussed in our meeting on [Date].

The information provided to me indicates that [Details].

I have reviewed the [Documents] and find that [Findings].

It is my understanding that [Next Steps].

I am confident that [Assurance].

Please let me know if you have any questions or need further information.

Very truly yours,

[Signature]

[Name]

[Title]

[Company Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]