

**RIGHT OF ENTRY AND LICENSE AGREEMENT**

DATED: June 10, 2019 (the "Effective Date")  
BETWEEN: DANIEL HALL ("LICENSEE")  
AND: CITY OF NEWPORT, OREGON ("City")

Recitals:

A. Licensee Daniel Hall owns approximately 131 acres described on the attached Exhibit "A" (the "Property"). The Property is located approximately one mile east of Highway 101, and Northeast of the Newport Airport. Licensee desires to access Licensee's property over and across City airport property.

B. City agrees to grant to Licensee a limited right of entry and license for such access as described herein. The physical access point to the Licensee's property and the approximate roadway location is depicted on Exhibit "B."

C. Access rights of Licensee to cross over and upon City's Airport property are in dispute. By entering into this Agreement neither party releases, waives, forfeits, or relinquishes any right they may have to assert claims of, or defenses to, any implied easement, easement by necessity, or statutory way of necessity.

Agreements:

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Right of Entry and License. Subject to the terms of this Agreement, Licensee shall have limited and restricted access over and through City Airport property for the purpose of recreating and hunting on Licensee Daniel Hall's property. This license is granted to the following named individuals:

Daniel Hall

Chris Absher

Caleb Hall

Keith Wolf

McKenzie Hall

and their invitees, where such invitees are physically accompanied by a Licensee named above. The parties mutually acknowledge that this Right of Entry and License Agreement does not constitute "existing enforceable access for public road" under the terms of ORS 376.180(8).

2. Term. This Right of Entry and License Agreement shall commence on the Effective Date. The Right of Entry and License Agreement is terminable for good cause in the sole determination of City. This Agreement will terminate upon suitable alternate access, it the sole discretion of the City, becoming available that will not require access over and through City airport property as described. City will provide Notice 30 days prior to the termination of this Agreement.

3. Advance Notice Required. Licensee shall give City notice (which may be given in person, or by telephone, or by electronic mail, at least 24 hours prior to entry onto the City Airport property. Telephonic notice may be provided to the City Manager at 541-574-0601, or to the Airport Director at 541-867-7422.

4. AS IS. Licensee accepts the Property subject to this Agreement, AS IS, WHERE IS, with all faults, latent and patent, without any representation or warranty by City, expressed or implied, and Licensee hereby assumes all risk and liability with respect to Owner's use of the Property.

5. Maintenance of Property Access Point. City agrees that it shall maintain or cause to be maintained the access point gates in a working condition .

6. Indemnity. During the term of this Agreement, to the fullest extent not prohibited by applicable law, Licensees, individually and jointly, shall indemnify, reimburse, defend, and hold harmless City and City's officers, employees, agents, directors, members, affiliates, partners, and their respective successors and assigns for, from and against all claims, liabilities, losses, liens, damages, costs and expenses (including reasonable attorneys' fees) arising out of damage or injury to persons or property caused by Licensee's acts or misconduct of Licensee or any contractor, agent, or employee of Licensee.

7. Notices. All notices, requests and other communication under this Agreement shall be in writing and shall be sent by United States mail, registered or certified, return receipt requested, recognized overnight courier prepaid, electronic mail or facsimile in accordance with the following instructions:

To Licensee:	Daniel Hall 2111 E. Kaibab Place Chandler, AZ 85249 Phone: 480.307.8568	and	c/c P.O. Box 1987 Newport, OR 97365 Phone: 541.272.5500
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To City:	Lance Vanderbeck Airport Director 135 SE 84 <sup>th</sup> Street Newport, OR 97366 Phone: 541.867.7422 Fax: 541. 867.3656 Email: l.vanderbeck@newportoregon.gov
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or such other person or address which Licensee or City shall designate. All such notices, requests, and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date such notice was deposited in the manner hereinabove required, emailed or faxed, as the case may be.

8. Non-Assignable. This Agreement is not subject to assignment without the prior written consent and approval of City.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to Licensee's Access and License Property and supersedes any other agreements related to the subject matter of this Agreement. No failure of City to enforce any term of this Agreement shall be deemed a waiver of such term(s) in any other instance. By entering into this Agreement neither party releases, waives, forfeits or relinquishes any right they may have to assert claims of, or defenses to, any implied easement, easement by necessity, or statutory way of necessity. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable to the fullest extent.

10. Counterparts. This Agreement may be signed in counterparts, which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LICENSEE:

Daniel Hall

  
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CITY:

CITY OF NEWPORT, OREGON

 6-26-19  
\_\_\_\_\_

Spencer Nebel  
City Manager  
City of Newport

**APPROVED AS TO FORM**

 6-24-19  
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**EXHIBIT "A"**

**(Licensee Hall Property)**

**The South ½ of the Northeast quarter and the Northeast quarter of the Northeast quarter of Section 29, Township 11 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon**

**Also together with, beginning at the Section corner common to Sections 20, 21, 28, and 29, Township 11 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon; thence South 3 deg. '08 West along the Section line common to Sections 28 and 29, 1337.2 feet; thence East 375 feet; thence North 3 deg. '08 East 1337.2 feet; and thence West 375 feet to the point of beginning, all in the Northwest quarter of said Section 28**