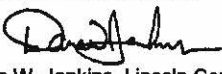



WTO176149 0000

<p>Grantors: Scott D. Hoeft, Successor Trustee of The Donald L. Hoeft Marital Trust, and</p> <p>Scott D. Hoeft, Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002</p> <p>Grantee: City of Newport 169 SW Coast Highway Newport, OR 97365</p> <p>After recording return to: City of Newport, Oregon 169 SW Coast Highway Newport, OR 97365</p>	<p style="text-align: center;">SPACE RESERVED FOR RECORDERS USE</p> <div style="border: 1px solid black; padding: 5px;"> <p>Lincoln County, Oregon 08/23/2019 03:48:00 PM DOC-E Cnt=1 Pgs=3 Str=20 \$15.00 \$11.00 \$10.00 \$60.00 \$7.00 \$103.00</p> <p>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.</p> <p style="text-align: right;">  Dana W. Jenkins, Lincoln County Clerk </p>  </div>
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EASEMENT TO CITY OF NEWPORT

This Easement Agreement is made this 22 day of August, 2019.

RECITALS:

- A. Scott D. Hoeft, as Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002, and Scott D. Hoeft, as Successor Trustee of The Donald L. Hoeft Marital Trust, hereinafter "Grantors", own certain real property located in Lincoln County, Oregon particularly described as follows ("Grantors' Property"):

That part of Section 8, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

A tract of land lying in the Southwest quarter of the Southeast quarter of Section 8, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon, more particularly described as:

Beginning at the Southwest corner of Lot 13, Block 1 of Fredricksburg, Book 1 Page 21 of Lincoln County Plat Records ; thence South 87°52'37" East along the Southern boundary of Fredricksburg, 120.87 feet to Penter Lane; thence following the Western side of Penter Lane, South 0°34'22" East, 14.51 feet; thence South 44°16'07" East, 78.49 feet; thence South 27°05'54" East, 24.98 feet to an iron rod; thence South 62°54'00" West, 145.21 feet to an iron rod on the East line of Lot 7, Block 41 of Case & Bayley's second Addition; thence North 26°31'42" West, 100.00 feet; thence North 26°30'00" West, 83.81 feet to the Southern boundary of Lot 12, Block 1 of Fredricksburg; thence South 87°52'30" East, 24.24 feet to the point of beginning.

- B. City of Newport, hereinafter "Grantee", owns a road right of way which encompasses the westernmost portion of Grantor's Property.
- C. Grantors desire to grant Grantee a perpetual, non-exclusive easement over and across a certain portion of Grantors' Property on the terms and conditions set forth herein.

TERMS AND CONDITIONS OF EASEMENT:

1. **GRANT AND LOCATION OF EASEMENT.** Grantors hereby grant, give and convey to Grantee an easement over the portion of Grantors' Property described as:

That portion of that tract described in MF 453 Page 1388 of Lincoln County Deed Records, being in the Southwest Quarter of the Northeast Quarter of Section 8, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon. More particularly described as:

Beginning at a point on the South line of Lot 12, Block 1 of Fredricksburg being North 87°52'30" West, 19.24 feet; thence South 32°48'45" West, 5.10 feet to the plat of Case & Bailey's 2nd Addition; thence North 26°30'00" West, 5.00 feet to the South line of Lot 12; thence South 87°52'30" East, 5.00 feet to the point of beginning.

2. **CONSIDERATION.** The consideration paid for this agreement is an easement from Grantee to Grantors over another portion of real property, the receipt and sufficiency of which is hereby acknowledged.

3. **PURPOSE.** This easement granted herein is for the purpose of allowing Grantee to construct, maintain, and repair a public sidewalk and curbs adjacent to the public roadway.

4. **PROPERTY BENEFITED AND BURDENED.** The easement shall benefit Grantee's property and burden Grantors' property.

5. **PRIOR EASEMENT.** The easement granted herein shall be subject to all prior easements and encumbrances of record. Furthermore, the easement granted herein is non-exclusive.

6. **DURATION.** This easement shall be perpetual.

7. **MAINTENANCE AND REPAIR.** Grantee, its employees, independent contractors and invitees shall have the right to enter upon the easement at reasonable times and for reasonable lengths of time to construct, maintain and repair the sidewalk and curbs to accomplish the purposes of the easement. The obligation to maintain, and repair the sidewalk and curbs located within the easement shall be borne by Grantee. In the event any damage is caused to Grantors' property by Grantee, Grantee's agents or independent contractors, Grantee shall promptly, at its expense, make necessary repairs to repair and restore the property to the condition existing prior to the damage. If Grantee fails to make such repairs promptly, Grantor may make such repairs and shall be entitled to be reimbursed by Grantee.

8. **ATTORNEY'S FEES.** In the event any suit or action is filed to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party the prevailing party's costs and attorney's fees, including attorney's fees and costs on any appeal.

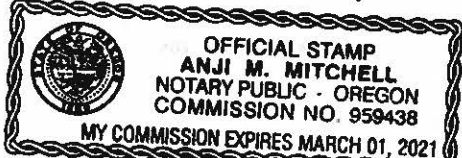
IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed this 22 day of August, 2019.

Scott D. Hoeft TPEE
Scott D. Hoeft, Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002

Scott D. Hoeft TPEE
Scott D. Hoeft, Successor Trustee of The Donald L. Hoeft Marital Trust

STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me this 22nd day of Aug., 2019, by Scott D. Hoeft, Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002 and Scott D. Hoeft, Successor Trustee of The Donald L. Hoeft Marital Trust as his voluntary act and deed.



Adam C. Springer
Notary Public for Oregon
My commission expires: 3/21

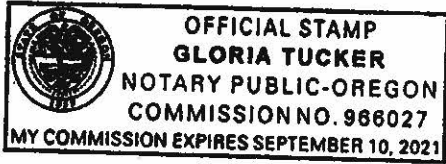
ADAM C. SPRINGER LLC
PO Box 1987, 380 SW 2nd St.
Newport, Oregon 97365
Telephone:(541) 272-5500 Fax: (541) 265-7633

CITY OF NEWPORT

By: Margaret Hauker

STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me this 23 day of August, 2019, by Margaret Hauker.



Gloria Tucker
Notary Public for Oregon
My commission expires: 9/10/2021