

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of December 5, 2020 (the "Effective Date") by and between Sheryl L. Lightner ("Seller") and City of Newport, an Oregon municipal corporation ("Buyer").

A. Seller owns fee title to certain real property located in Lincoln County, Oregon, commonly known as tax lot 7400 in Lincoln County Assessor's Map 10-11-29-BD, Newport, Oregon and more particularly described in **Exhibit A** which is incorporated by reference herein (the "Property").

B. Subject to the terms and conditions contained in this Agreement, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller.

C. Capitalized terms shall have the meanings ascribed to them herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, together with all of Seller's right, title and interest in and to any improvements, buildings, structures or fixtures located on or comprising the Property, all rights, licenses, privileges, reversions and easements appurtenant to the Property, including, without limitation, consistent with applicable law, all development rights, air rights, mineral and oil and gas rights, water rights, water and water stock relating to the Property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the Property.

2. Purchase Price; Conveyance.

2.1 The purchase price for the Property is Two Hundred Forty-One Thousand and No/100 Dollars (\$241,000) (the "Purchase Price"). The Purchase Price is payable as follows:

2.1.1 Within five (5) business days after the Effective Date, Buyer shall deposit Ten Thousand and No/100 Dollars (\$10,000) as earnest money with Escrow Holder (as defined below). All earnest money deposited pursuant to this Section 2.1.1 shall be referred to herein as "Earnest Money." Upon closing of the transaction contemplated by this Agreement, all Earnest Money shall be credited toward the Purchase Price.

2.1.2 The remaining purchase price shall be paid at closing in cash or other immediately available funds.

2.2 Conveyance.

2.2.1 Title to the Property shall be conveyed by Statutory Warranty Deed (the "Deed"), subject only to the Permitted Exceptions (defined in Section 3 below).

3. Title. Upon execution of this Agreement, Buyer shall obtain or cause the Escrow Holder (as defined below) to obtain a commitment for title insurance ("Title Report") with instructions that the original Title Report together with copies of documents creating exceptions thereon be delivered to Buyer with copy to Seller. Buyer may also order, at its sole cost and expense, a survey of the Property (the "Survey"), prepared by a surveyor selected by Buyer, and certified to Buyer (and/or its assignee), by any

lender specified by Buyer and the Escrow Holder. Buyer shall have twenty (20) days after receipt of the Title Report and copies of documents creating exceptions thereon or twenty (20) days after the Effective Date, whichever is later (the "Objection Deadline"), to review the condition of title set forth in the Title Report and to deliver notice to Seller in writing of any objections Buyer may have, with reasons specified, of anything contained in the Title Report ("Buyer's Title Objections"). Any such item which Buyer shall not object to within the time period set forth above shall be conclusively deemed as approved by Buyer as Permitted Exceptions. If Buyer objects to any item contained in the Title Report, Seller shall have the option, but not the obligation, to satisfy such objection prior to closing. In the event Seller is unable or unwilling to satisfy such objections, for any reason, Seller shall give Buyer notice of such inability or unwillingness ("Seller's Title Notice") within ten (10) days of receipt of the Buyer's Title Objections. Buyer may either waive such objections or terminate this Agreement by delivering written notice to Seller within ten (10) days after receipt of Seller's Title Notice. Failure of Buyer to deliver such notice to Seller within such ten (10) day period shall be conclusively deemed Buyer's termination of this Agreement, in which case the Earnest Money will be returned to Buyer and the parties will have no further obligations under this Agreement except for return of the Earnest Money and any obligations that expressly survive the termination of this Agreement.

If Buyer does not terminate this Agreement following receipt of Seller's Title Notice, Seller agrees to preserve the condition of title to the Property so it can convey title to Buyer at Closing in the same condition existing at the time of Seller's Title Notice. The Property shall be sold and conveyed subject to only (i) the lien of taxes not yet due and payable and (ii) such encumbrances, liens and title defects as are approved by Buyer pursuant to this Section 3. Such acceptable matters affecting title shall be collectively referred to as the "Permitted Exceptions."

Notwithstanding anything herein to the contrary, if the Title Report is updated after the Buyer Objection Deadline, Buyer shall have the right to object (each, a "New Buyer Objection") to any additional matter disclosed or contained (each, a "New Title Document Matter") in any such update of the Title Report. If Seller is unable or unwilling to cure any such New Title Document Matter to the sole satisfaction of Buyer (in Buyer's sole and absolute discretion) within the lesser of seven (7) days following receipt by Seller of a New Buyer Objection or the Closing Date, Buyer shall have the right either to (i) waive such New Title Document Matter and proceed to Closing without any adjustment in the Purchase Price, or (ii) terminate this Agreement and receive a return of the Earnest Money (in addition to any other remedies that Buyer may have under this Agreement if the New Title Document Matter was caused by a breach of a covenant or representation of Seller under this Agreement).

On the Closing Date, Seller shall cause the Escrow Holder (as defined below) to issue to Buyer its ALTA Standard Form Owner's Policy of Title Insurance, or if the Buyer has elected to obtain a Survey, its ALTA Extended Form Owner's Policy of Title Insurance, in the amount of the Purchase Price, insuring fee simple title to the Property is vested in Buyer (the "Title Policies"), which Title Policies shall show no exceptions or matters of record except the Permitted Exceptions as described herein.

4. Possession. Buyer is entitled to possession of the Property upon successful completion of Closing (the "Possession Date").

5. Warranties.

5.1 Representations and Warranties of Seller. Seller hereby represents and warrants as of the date hereof and as of the Closing:

5.1.1 *Contracts; Leases.* There are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof, including without limitation options to purchase or rights of first refusal.

5.1.2 *Authority.* Seller has the full right, power and authority to enter into this Agreement and all documents contemplated hereby, and consummate the transaction contemplated by this Agreement. All requisite action has been taken by Seller in connection with entering into this Agreement, and will be taken by Seller prior to the Closing in connection with the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons and entities signing this Agreement and the other documents contemplated by this Agreement on behalf of Seller has the legal right, power and authority to bind Seller.

5.1.3 *No Conflicts.* The execution, delivery and performance by Seller of this Agreement and the instruments referenced herein and the transaction contemplated hereby will not conflict with, or with or without notice or the passage of time or both, result in a breach of, violate any term or provision of, or constitute a default under any articles of formation, bylaws, partnership agreement, operating agreement, indenture, deed of trust, mortgage, contract, agreement (oral or written), judicial or administrative order, federal, state or local laws, statutes, codes, regulations, rules, ordinances, orders, policy directives, judgments or decrees (including common law), including those of judicial and administrative bodies to which Seller or any portion of the Property is bound.

5.1.4 *Consents; Binding Obligations.* No approval or consent from any person (including any partner, shareholder, member, creditor, investor or governmental body) is required for Seller to execute, deliver or perform this Agreement or the other instruments contemplated hereby or for Seller to consummate the transaction at Closing contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

5.1.5 *Condemnation.* There is no pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller has received no written notice and has no knowledge that any such proceeding is contemplated;

5.1.6 *Mechanic's Liens.* There are no known claims for labor performed for or materials furnished to or with respect to the Property which could give rise to a mechanic's lien on the Property;

5.1.7 *Environmental.* Except as disclosed in writing to Buyer, (i) Seller has complied with all material federal, state and local environmental laws, rules and regulations applicable to the Property and the use of the Property has complied with all material federal, state and local environmental laws, rules and regulations applicable to the Property and Seller's use of the Property; (ii) Seller has obtained and complied with all necessary environmental permits; (iii) to Seller's knowledge, the Property has not been used to generate, use, store, transport or dispose of any hazardous materials, as defined by applicable laws, except in each case in compliance with all applicable environmental laws, rules and regulations; (iv) to Seller's knowledge, there has not occurred any material spills, releases or threatened releases of hazardous materials on the Property, including releases or threatened releases that affected any adjacent parcels of land; (v) to Seller's knowledge, all garbage, wastes, refuse, byproducts and other potential contaminants produced, used or stored on the Property have been disposed of by properly licensed waste removal companies, or other third parties or governmental authorities, in compliance with all requirements applicable to Seller under environmental laws, rules and regulations regulating such activities; (vi) to the knowledge of the Seller the Property (including the soil, subsoil and groundwater at or under the Property) does not contain any hazardous materials in amounts which could require any clean-up or remediation expenses or liabilities not covered by insurance; (vii) to the knowledge of the Seller there are no unregistered underground storage tanks located under the Property that are required to be registered under any applicable environmental laws, rules or regulations; (viii) no notice has been received by Seller identifying Seller as a "potentially responsible party" or requesting information under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) or any other environmental law, rule or regulation, with respect to any current investigation,

suit, proceeding or other regulatory activity of any applicable federal, state or local environmental agency concerning the Property; (ix) to Seller's knowledge, there are no investigations, suits, administrative actions, demands, claims, hearings or proceedings concerning the Property alleging the violation of any environmental laws, rules or regulations; and (x) to Seller's knowledge, there are no consent decrees, orders, judgments or agreements with any federal, state or local environmental agencies in effect that materially restrict the use of the Property, except in each case for violations of or exceptions to the foregoing which in the aggregate do not or would not reasonably be expected to cause a material adverse effect on the Property.

5.1.8 *Title to Property.* Seller has good, marketable and insurable title to all of the Property free and clear of all mortgages, liens, pledges, encroachments, encumbrances, charges, agreements, claims, restrictions, and rights of parties in possession except the Permitted Exceptions (as defined in Section 3) and except as approved in writing by Buyer.

5.1.9 *Litigation.* There are no suits pending and there are no suits or proceedings threatened or contemplated with respect to the ownership, possession, use, development or condemnation of all or any part of the Property, and Seller knows of no pending, threatened, or contemplated governmental action which will adversely affect all or any part of the Property or the use of the Property.

5.1.10 *Access.* The Property has legal access to all streets adjoining the Property.

5.1.11 *No Adverse Claimants.* There are no claims, defects or boundary disputes affecting the Property; and no person claims any right to possession of the Property or any portion thereof adverse to Seller.

5.1.12 *Accuracy of Statements.* Neither this Agreement nor any of the exhibits, schedules, written statements, documents, certificates or other items furnished to Buyer by or on behalf of Seller with respect to this Agreement and the transactions contemplated hereby contains any untrue statement of a material fact or omits a material fact necessary to make each statement contained herein or therein not misleading.

5.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants as of the date hereof and as of the Closing:

5.2.1 *Authority.* Buyer is an Oregon municipal corporation duly organized, validly existing and in good standing under the laws of the state of Oregon. Buyer has the full right, power and authority to enter into this Agreement and all documents contemplated hereby, and consummate the transaction contemplated by this Agreement. All requisite action has been taken by Buyer in connection with entering into this Agreement, and will be taken by Buyer prior to the Closing in connection with the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons and entities signing this Agreement and the other documents contemplated by this Agreement on behalf of Buyer has the legal right, power and authority to bind Buyer.

5.2.2 *No Conflicts.* The execution, delivery and performance by Buyer of this Agreement and the instruments referenced herein and the transaction contemplated hereby will not conflict with, or with or without notice or the passage of time or both, result in a breach of, violate any term or provision of, or constitute a default under any articles of formation, bylaws, partnership agreement, operating agreement, indenture, deed of trust, mortgage, contract, agreement (oral or written), judicial or administrative order, federal, state or local laws, statutes, codes, regulations, rules, ordinances, orders, policy directives, judgments or decrees (including common law), including those of judicial and administrative bodies to which Buyer is bound.

5.2.3 *Consents; Binding Obligations.* No approval or consent from any person (including any partners, shareholder, member, creditor, investor or governmental body) is required for Buyer to execute, deliver or perform this Agreement or the other instruments contemplated hereby or for Buyer to consummate the transaction at Closing contemplated hereby. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

6. Conditions to Closing.

6.1 Buyer's Conditions. Buyer's obligation to consummate the transaction contemplated in this Agreement shall be subject to the satisfaction of the following conditions precedent on and as of the Closing Date, or as otherwise specified below, to the reasonable satisfaction of Buyer or the waiver thereof by Buyer, which waiver shall be binding upon Buyer only to the extent made in writing:

6.1.1 Seller shall execute, acknowledge (if necessary), and deliver in escrow to the Escrow Holder (as defined below), for delivery to Buyer at the Closing, the documents set forth in Section 7.2.

6.1.2 Buyer shall receive the Title Policies from the Escrow Holder (as defined below) in form satisfactory to Buyer and showing no liens on title, other than the Permitted Exceptions.

6.1.3 The representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects as of the Closing Date and Seller shall be in compliance in all material respects with the terms and provisions of this Agreement, in each case subject only to exceptions permitted by this Agreement or otherwise agreed to in writing by Buyer.

6.1.4 Seller shall have performed all of its obligations which are required to be performed by Seller under this Agreement prior to the Closing Date.

6.2 Seller's Conditions. Seller's obligation to consummate the transactions contemplated in this Agreement and deliver or cause to be delivered title to the Property shall be subject to the satisfaction of the following conditions precedent on and as of the Closing Date, or as otherwise specified below, to the reasonable satisfaction of Seller or the waiver thereof by Seller, which waiver shall be binding upon Seller only to the extent made in writing:

6.2.1 Buyer shall deliver to Escrow Holder (as defined below) the Purchase Price due pursuant to Section 2.1 hereof.

6.2.2 Buyer shall deliver to Seller or, if applicable, to Escrow Holder (as defined below) to be held in Escrow in accordance with the terms of this Agreement, on or before the Closing Date, the documents set forth in Section 7.3.

6.2.3 Buyer shall have received final approval from its City Council to enter into this Agreement and consummate the transactions contemplated hereby and thereby.

6.2.4 The representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects as of the Closing Date and Buyer shall be in compliance in all material respects with the terms and provisions of this Agreement, in each case subject only to exceptions permitted by this Agreement or otherwise agreed to in writing by Seller.

6.2.5 Buyer shall have performed all of its obligations which are required to be performed by Buyer under this Agreement prior to the Closing Date.

6.3 Conditions Generally. The foregoing conditions are for the benefit only of the party for whom they are specified to be conditions precedent and such party may, in its sole discretion, waive any or all of such conditions and proceed with the Closing under this Agreement without any increase in, abatement of or credit against the Purchase Price.

7. Closing.

7.1 Time and Place of Closing; Escrow Holder. Subject to the satisfaction or waiver by Buyer or Seller, as applicable, in the exercise of their sole discretion, of the closing conditions set forth in Section 6 above, the closing of the transaction contemplated hereby (the "Closing") shall take place on or before February 19, 2021.

The date on which the Closing occurs shall be referred to herein as the "Closing Date." Within five (5) business days of the Effective Date, Buyer shall open escrow with Western Title & Escrow Company, whose address is 225 SW Coast Hwy, Suite 100, Newport, Oregon 97365 ("Escrow Holder").

7.2 Seller's Deliveries. On or before the Closing Date, Seller shall deposit with Escrow Holder the following:

7.2.1 The Deed conveying the Property to Buyer, subject only to the Permitted Exceptions, duly executed by Seller and acknowledged;

7.2.2 A certificate, in form and substance reasonably acceptable to Buyer, of Seller to the effect that the representations and warranties of Seller set forth in this Agreement are true and complete in all material respects on and as of the Closing Date and that Seller has complied in all material respects with all covenants of Seller set forth herein, which have not been waived by Buyer, as applicable;

7.2.3 Such agreements or statements as may be reasonably required by the Escrow Holder in order to issue the Title Policies as described in Section 3.

7.2.4 Such proof of authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any documents or certificates on behalf of Seller as may be reasonably required by Escrow Holder.

7.2.5 An affidavit of non-foreign status pursuant to Section 1445 of the Internal Revenue Code;

7.2.6 Funds to pay all closing costs and expenses to be paid by Seller; and

7.2.7 Such other instruments and documents reasonably required to close the transaction and consummate the purchase and sale of the Property.

7.3 Buyer's Deliveries. On or before the Closing Date, Buyer shall deposit with Escrow Holder the following:

7.3.1 The Purchase Price;

7.3.2 A certificate, in form and substance reasonably acceptable to Seller, of Buyer to the effect that the representations and warranties of Buyer set forth in this Agreement are true and complete in all material respects on and as of the Closing Date and that Buyer has complied in all material respects with all covenants of Buyer set forth herein, which have not been waived by Seller, as applicable;

7.3.3 Such proof of authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any documents or certificates on behalf of Buyer as may be reasonably required by Escrow Holder;

7.3.4 Funds to pay all closing costs and expenses to be paid by Buyer; and

7.3.5 Such other instruments and documents reasonably required to close the transaction and consummate the purchase and sale of the Property.

8. Closing Costs and Prorations.

8.1 Closing Costs. Each party shall pay its own costs and expenses arising in connection with the Closing (including its own attorneys' and advisors' fees, charges and disbursements), except the costs allocated between the parties as set forth herein. Seller shall pay (i) the premium for the Title Policies (excluding any extended coverage premium and any endorsements to such Title Policies), (ii) any documentary, transfer, stamp, sales, use, gross receipts or similar taxes related to the transfer of the Property and the recording costs for the Deed, (iii) all costs associated with obtaining releases of any debt and any other liens encumbering the Property (including without limitation any prepayment premiums or penalties) and removing any and all title exceptions, which are not Permitted Exceptions, and (iv) one-half of the customary closing costs and escrow fees of the Escrow Holder related to the transfer of the Property. Buyer shall pay for the extended coverage portion of the Title Policies, if any, and one-half of the customary closing costs and escrow fees of the Escrow Holder related to the transfer of the Property.

8.2 Prorations. Taxes, assessments, and utilities shall be prorated as of the Closing Date.

9. Attorneys' Fees. If it shall be necessary for either Seller or Buyer to employ an attorney to enforce their rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses. This Section 9 shall survive the Closing or termination of this Agreement.

10. Default. Time is of the essence of this Agreement. Upon the expiration of ten (10) days' written notice from either party stating the other party has failed to perform their obligations hereunder, such party shall be deemed to be in default. Upon a default occurring, the non-defaulting party may at its/their election:

10.1 Default by Seller. If the Seller is the defaulting party, Buyer may either seek specific performance of this Agreement or terminate this Agreement and seek return of the Earnest Money; provided, however, in either event, the remedy elected by Buyer shall be Buyer's sole and exclusive remedy;

10.2 Default by Buyer. If the Buyer is the defaulting party, Seller may terminate this Agreement and retain all Earnest Money deposited hereunder as liquidated damages as its sole and exclusive remedy. **Seller agrees to accept the Earnest Money as Seller's total damages and relief hereunder if Buyer defaults in its obligations to close hereunder, Seller waiving all other rights and remedies.**

INITIALS Buyer: AKM Seller: DX

11. Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by

PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth below:

To Buyer: City of Newport
Attn: Chris Janigo, Public Works Dept.
169 SW Coast Hwy
Newport, OR 97365
Email: c.janigo@newportoregon.gov

With copy to: Peggy Hawker, City Recorder
City of Newport
169 SW Coast Hwy
Newport, OR 97365
Email: p.hawker@newportoregon.gov

To Seller: Sheryl L. Lightner
1920 NW Sunset Dr.
Toledo, OR 97391
Email: shearsheri@yahoo.com

12. Commission. Buyer and Seller represent and warrant that neither employed nor associated with any broker or agent in connection with this transaction, and have not agreed to pay any commissions or finders fees to any other broker. Buyer and Seller each hereby agrees to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party. The provisions of this Section 12 shall survive the Closing or termination of this Agreement.

13. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations or agreements have been made by either of such parties that are not embodied herein.

14. Successors and Assigns. The provisions of this Agreement shall apply to and bind the executors, administrators, and successors and permitted assigns of the respective parties hereto.

15. Survival. All representations, warranties and covenants of any party hereto contained in this Agreement shall survive the Closing.

16. Governing Law; Venue. The laws of the state of Oregon shall govern the validity, enforcement, and interpretation of this Agreement, without regard to choice of law principles. Any dispute or cause of action under this Agreement shall be resolved in a court of competent jurisdiction in Lincoln County, Oregon.

17. Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous Agreements,

agreements and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

18. Time. Time is of the essence of this Agreement.

19. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event on which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday. Further, unless otherwise specified, any reference to a specified number of days shall be deemed to refer to calendar days. This obligation shall survive the termination of this Agreement.

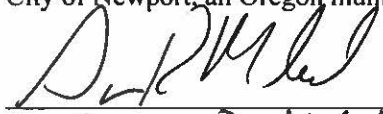
20. Facsimile/Email Transmission. Signatures delivered by facsimile transmission or scanned email attachment shall be as valid and binding as original signatures personally delivered to the parties themselves. At the request of either party, the parties will confirm facsimile transmitted signatures by signing an original document.

21. Statutory Disclaimer ORS 93.040(2). THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

22. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.


BUYER:

City of Newport, an Oregon municipal corporation


By: Spencer R. Nabel
Its: City Manager

SELLER:

Sheryl L. Lightner


By: Sheryl L. Lightner
Its: _____



OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): City of Newport
169 SW Coast Hwy
Newport, OR 97365

Customer Ref.: _____
Order No.: WT0202307
Effective Date: October 22, 2020 at 05:00 PM
Charge: \$300.00

The information contained in this report is furnished by Western Title & Escrow Company (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Sheryl L. Lightner

Premises. The Property is:

(a) Street Address:

APN/Parcel ID(s) R434883 as well as Tax/Map ID(s) 10-11-29-BD-07400

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. Unpaid Property Taxes are as follows:

Fiscal Year: 2017-2018
Amount: \$3,155.59, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year: 2018-2019
Amount: \$3,183.98, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year: 2019-2020
Amount: \$3,284.95, plus interest, if any

Unpaid Property Taxes are as follows:

Fiscal Year: 2020-2021
Amount: \$3,432.04, plus interest, if any
Levy Code: 115
Account No.: R434883
Map No.: 10-11-29-BD-07400

Please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

The Land has 3 years delinquent taxes and is subject to foreclosure action as provided under Oregon Revised Statutes. Upon the expiration of the statutory redemption period, the property shall be deeded to the county by the tax collector.

2. City Liens, if any, in favor of the City of Newport.
3. Rights of the public to any portion of the Land lying within the area commonly known as roads and highways.
4. Reservations contained in deed, including the terms and provisions thereof,

Recording Date: March 18, 1914
Recording No.: Book 31, page 130
Affects: Lots 1, 2 and 19, Block 35, with other property

And by instrument, including the terms and provisions thereof,

Recording Date: April 7, 1914
Recording No.: Book 31, page 218
Affects: Lots 4, Block 35, with other property

5. Easements for public utilities in vacated street areas if any such exist.
6. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance

Recording Date: May 11, 2005
Recording No: 200507071

7. Easement for utilities and pedestrian and bicycle access, including the terms and provisions thereof,

Recording Date: May 26, 2005
Recording No.: 200507949
Between: Robert Saxon and Donna Saxon
And: City of Newport

8. A pending court action:

Plaintiff: William Thomas Lightner
Defendant: Sheryl Lynn Lightner
County: Lincoln
Court: Circuit
Case No.: 19DR14116
Dated Filed: July 30, 2019
Nature of Action: Scott J. Schaub

In connection therewith, exception also is taken to the statutory restraining order under ORS 107.093 that may affect a transfer of title or encumbrance on title.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Anya Kirkes
541-574-1525
titleofficersupport@westerntitle.com

Western Title & Escrow Company
255 SW Coast Highway, Suite 100
Newport, OR 97365

EXHIBIT "A"
Legal Description

That part of Lots 3, 4 and 5, lying East of the Old Oregon Coast Highway, and Lots 1 and 2 and Lot 19, all in Block 35, AGATE BEACH, in Lincoln County, Oregon.

EXCEPTING any part lying within the boundaries of the Oregon Coast Highway; and

EXCEPTING ALSO any portion in the boundaries of the U.S. Spruce Production Railroad right of way.

TOGETHER WITH that portion of vacated Northeast Pacific Street and Northeast Shell World Place adjoining that would attach thereto by Ordinance No. 1884, recorded May 11, 2005, Document No. 200507071, Lincoln County Records.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

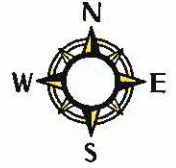
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

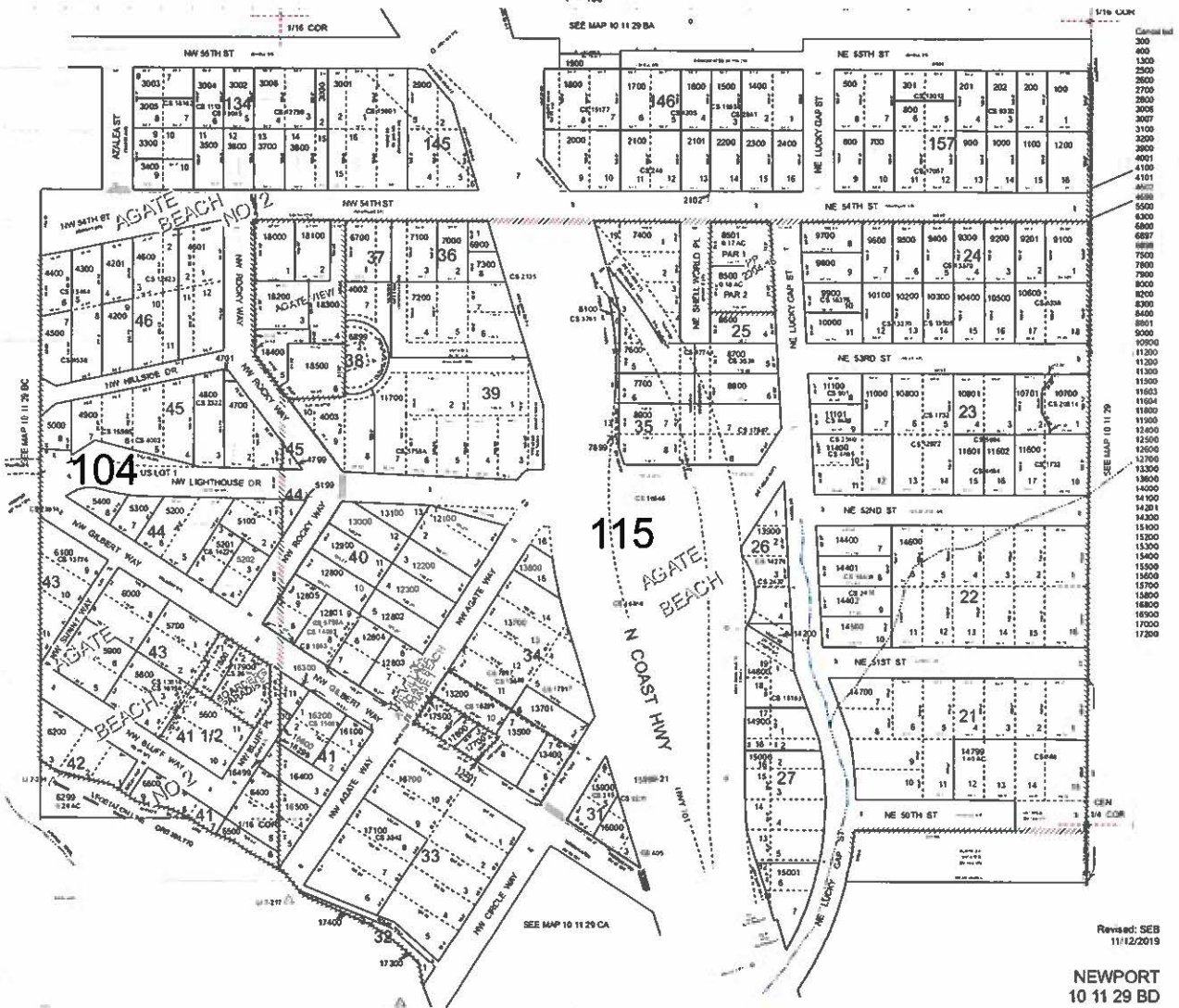
END OF THE LIMITATIONS OF LIABILITY

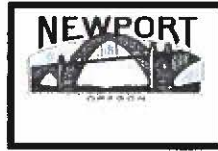
Western Title & Escrow

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



10 11 29 BD
NEWPORT

Revised: SEB
11/12/2019NEWPORT
10 11 29 BD



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Property Purchase - 10-11-29-DB-7400 Owner Sheryl L. Lightner
Date: 12/4/20

Statement of Purpose: Property Purchase for 54th St Pump Station.

Department Head Signature: [Signature]

Remarks, if any: Property encumbrances reviewed and resolved

City Attorney Review and Signature: [Signature] Date: 12/14/2020

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Date: _____
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Date: <u>10/19/2020</u>
City Council Approval Needed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date: <u>11/2/2020</u>

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 12-14-20

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 12/23/2020

Date posted on website: 12/23/20