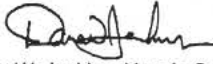



File 9337004
Map RW9337M
Western Title WT0218428



| | |
|--|---|
| Lincoln County, Oregon | 2022-07504 |
| 08/02/2022 10:30:02 AM | |
| DOC-E | Cnt=1 Pgs=4 Stn=12 |
| \$20.00 \$11.00 \$10.00 \$60.00 \$7.00 | \$108.00 |
| 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 | |

PERMANENT EASEMENT

CITY OF NEWPORT, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$1000.00, does grant unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, its successors and assigns, a permanent easement to construct and maintain drainage facilities over and across the property described as Parcel 1 on Exhibit "A" dated 7/14/2021, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described property, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as Parcel 2 on Exhibit "A" dated 7/14/2021, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 101117-1300
Property Address: None provided

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee shall indemnify and hold harmless, within the limits of and subject to the restrictions in the Tort Claims Act, Grantor against any liability for personal injury or damage to life or property arising from Grantee's negligent activity under this easement provided, however, Grantee shall not be required to indemnify Grantor or hold Grantor harmless for any liability arising out of the wrongful acts of Grantor, its officers, employees or agents.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 23 day of July, 2022

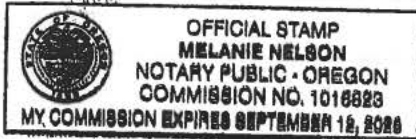
CITY OF NEWPORT, a municipal corporation of the State of Oregon

By [Signature]
City Manager

STATE OF OREGON, County of Lincoln

Dated July 23, 2022. Personally appeared Spencer Weber who, being sworn, stated that he/she the City Manager of the City of Newport, and that this instrument was voluntarily signed on behalf of said municipal corporation.

Melanie Nelson
Notary Public for Oregon
My Commission expires Sept 12, 2025



Melanie Nelson
Notary Public - Oregon
Commission No. 1016823
My Commission Expires September 12, 2025

Accepted on behalf of the Oregon Department of Transportation

[Signature]

PARCEL 1 – Permanent Easement for Drainage Facilities

A parcel of land lying in the SE¼ of Section 17, Township 10 South, Range 11 West, W.M., Lincoln County, Oregon and being a portion of that property described in that Warranty Deed to City of Newport, Oregon, recorded May 13, 1965 in Book 255, Page 59 of Lincoln County Record of Deeds; said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of NE Avery Street (Old US101), which center line is more particularly described as follows:

Beginning at Engineer's center line station 273+76.44, said station being North 00°07'22" West 2017.70 feet from a 5/8" iron rod marking the Northeast corner of Lot 15, NORTHGATE INDUSTRIAL PARK, Lincoln County, Oregon; thence South 17°58'08" East 171.10 feet; thence along the arc of a 954.93 foot radius curve right (the long chord of which bears South 3°42'12" East 470.63 feet) 475.52 feet; thence South 10°33'45" West 0.03 feet to equation station 280+23.10 Back equals 280+23.60 Ahead; thence continuing South 10°33'45" West 64.37 feet to station 280+87.97; thence along the arc of a 572.96 foot radius curve left (the long chord of which bears South 00°23'27" West 202.37 feet) 203.44 feet; thence South 9°46'52" East 130.90 feet; thence along the arc of a 954.93 foot radius curve right (the long chord of which bears South 2°16'56" East 249.25 feet) 249.96 feet; thence South 5°13'00" West 928.90 feet to Engineer's center line station 296+01.17.

The width in feet of said strip of land is as follows:

| Station | to | Station | Width on Easterly Side of Center Line |
|-----------|----|-----------|---------------------------------------|
| 279+90.00 | | 280+22.00 | 30.00 in a straight line to 95.00 |
| 280+22.00 | | 280+65.00 | 95.00 in a straight line to 122.00 |
| 280+65.00 | | 280+95.00 | 122.00 in a straight line to 128.00 |
| 280+95.00 | | 281+30.00 | 128.00 in a straight line to 85.00 |

Bearings are based upon Lincoln County Survey No. 21081, filed April 1, 2020.

This parcel of land contains 1,857 square feet, more or less, outside the existing right-of-way.

PARCEL 2 – Temporary Easement for Work Area (3 years or duration of project, whichever is sooner)

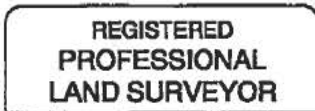
A parcel of land lying in the SE¼ of Section 17, Township 10 South, Range 11 West, W.M., Lincoln County, Oregon and being a portion of that property described in that Warranty Deed to City of Newport, Oregon, recorded May 13, 1965 in Book 255, Page 59 of Lincoln County Record of Deeds; said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of NE Avery Street (Old US101), which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

| Station | to | Station | Width on Easterly Side of Center Line |
|-----------|----|-----------|---------------------------------------|
| 280+95.00 | | 282+91.40 | 128.00 in a straight line to 72.00 |
| 282+91.40 | | 284+40.00 | 72.00 in a straight line to 30.00 |

EXCEPT therefrom Parcel 1.

This parcel of land contains 13,153 square feet, more or less, outside the existing right-of-way.



DIGITALLY SIGNED Jul 19 2021 9:52 AM



RENEWS: DECEMBER 31, 2022

TERMS OF STATE'S OFFER

THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

There will be no changes to public utilities to the property.

Public utilities will be reconnected to improvements on the remainder property, except for the following:

:

Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: _____.

Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

Access to the remainder property will remain the same.

There will be no access to the remainder property.

Access to the remainder property will remain the same, except for the following access:

Access #1 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____(attached)

this Project as follows: _____.

Access #2 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____(attached)



Oregon

Kate Brown, Governor

Department of Transportation
Right of Way Headquarters
4040 Fairview Industrial Drive SE, MS #2
Salem, OR 97302-1142
Phone: (503) 986-3600
Fax: (503) 986-3625
Toll Free: (888) 769-7340

August 04, 2022

CITY OF NEWPORT
C/O SPENCER NEBEL
169 SW COAST HWY
NEWPORT, OREGON 97365

| | |
|------------------|---|
| File No.: | 9337-004 |
| Grantor: | City of Newport, a municipal corporation and political subdivision of the State of Oregon |
| Section: | US101: Moolack landslide repair MP 135.7-136.31 |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(497)e.d.12/31/25 |

Thank you for providing the Oregon Department of Transportation with the appropriate documents for concluding our transaction.

Your Easement and any Agreements have been approved for this project.

An automatic deposit in the amount of \$1,000.00 was made to your account. This is the total consideration for the acquisition.

PLEASE KEEP THIS LETTER; IT IS YOUR CLOSING STATEMENT

The State is now entitled to possession of the property.

On behalf of Nicole Sprecher and the Oregon Department of Transportation we would like to thank you for your cooperation and ask that you complete and return the enclosed survey. It will let us know how we are doing and help us to do a better job in the future.

Sincerely,

Jennifer Weber
Title/Closing Specialist
(971) 375-7237

FISCAL YEAR

23

REMITTANCE ADVICE

CHECK NO = [REDACTED] PAGE 1 OF 1
DESCRIPTION

| INV/CM DATE | INV/CREDIT MEMO NO | NET AMOUNT | DESCRIPTION |
|-------------|--------------------|------------|-----------------|
| 07/29/22 | [REDACTED] | 1,000.00 | GRANTOR PAYMENT |

FOR QUESTIONS ON THE PRECEDING INVOICE(S) CALL ERION, SEAN C, [REDACTED]

TOTAL PAYMENT

\$1,000.00

Oregon Department of Transportation

FINANCIAL SERVICES MS #21
355 CAPITOL STREET NE
SALEM OREGON 97301-3871
503-986-3900



ODOT

T2214003

DATE 08/02/22

**AUTOMATIC DEPOSIT WAS
MADE TO YOUR ACCOUNT**

ACCOUNT 73105

NEWPORT CITY OF
169 SW COAST HIGHWAY
NEWPORT OR 97365

