

RECORDING REQUESTED BY:

**Western** Title & Escrow

255 SW Coast Highway, Suite 100  
Newport, OR 97365

AFTER RECORDING RETURN TO:

Order No.: WT0249726-LMD

Spencer Nebel

Newport Urban Renewal Agency

169 SW Coast Hwy  
Newport, OR 97365

SEND TAX STATEMENTS TO:

Newport Urban Renewal Agency

Same as above.

APN: R104392

R111587

R109121

Map: 11-11-08-BD-09200

11-11-08-BD-09401

11-11-08-BD-09400

Lincoln County, Oregon

06/16/2023 02:01:03 PM

2023-03993

DOC-WD

Cnt=1 Pgs=5 Stn=9

\$25.00 \$11.00 \$10.00 \$60.00 \$7.00

\$113.00

I, Amy A Southwell, 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.

Amy A Southwell, Lincoln County Clerk



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATUTORY WARRANTY DEED**

Zu Yang Guan and Mei Ai Zhu, as tenants by the entirety, Grantor, conveys and warrants to Newport Urban Renewal Agency, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Lincoln, State of Oregon:

**PARCEL I:**

A parcel of land in Lot 8, Block 49, CASE AND BAYLEY'S SECOND ADDITION to the City of Newport in Lincoln County, Oregon, being more particularly described as follows:

Beginning at the most Northerly corner of the said Lot 8; running thence Southwesterly along the Northwesternly line of the said Lot 8, a distance of 8.43 feet to the true point of beginning; thence Southeasterly and parallel to the Northeastly line of the said Lot 8, 100 feet to the Southeasterly line of the said Lot 8; thence Southwesterly along the said Southeasterly line, 32.48 feet; thence Northwesternly along a line that is parallel to and 9.09 feet (when measured at right angles) from the Southwesterly line of the said Lot 8, a distance of 100 feet to the Northwesternly line of the said Lot 8; thence Northeastly along the said Northwesternly line, 32.48 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in Bargain and Sale Deeds recorded July 15, 1997 in Book 340, pages 1457 and 1458, Film Records more particularly described as follows:

A parcel of land in Lot 8, Block 49, CASE AND BAYLEY'S SECOND ADDITION to the City of Newport in Lincoln County, Oregon, being more particularly described as follows:

Beginning at the most Northerly point of said Lot 8; running thence Southwesterly along the Northwesternly line of said Lot 8, a distance of 8.43 feet to the true point of beginning; thence Southeasterly and parallel to the Northeastly line of said Lot 8, 100 feet to the Southeasterly line; thence Southwesterly along the said Southeasterly line 0.57 feet; thence Northwesternly along a line that is parallel to and 9 feet from the Northeastly line of Lot 8, a distance of 100 feet to the Northwesternly line of said Lot 8; thence Northeastly along the said Northwesternly line, 0.57 feet to the point of beginning.

Consideration is \$500,000.00

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A parcel of land in Lot 8, Block 49, CASE AND BAYLEY'S SECOND ADDITION to the City of Newport in Lincoln County, Oregon, being more particularly described as follows:

Beginning at the most Northerly corner of the said Lot 8; running thence Southwesterly along the Northwesternly line of the said Lot 8, a distance of 8.43 feet to the true point of beginning; thence Southeasterly and parallel to the Northeastly line of the said Lot 8, 100 feet to the Southeasterly line of the said Lot 8; thence Southwesterly along the said Southeasterly line, 32.48 feet; thence Northwesternly along a line that is parallel to and 9.09 feet (when measured at right angles) from the Southwesterly line of the said Lot 8, a distance of 100 feet to the Northwesternly line of the said Lot 8; thence Northeastly along the said Northwesternly line, 32.48 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in Bargain and Sale Deeds recorded July 15, 1997 in Book 340, pages 1457 and 1458, Film Records more particularly described as follows:

A parcel of land in Lot 8, Block 49, CASE AND BAYLEY'S SECOND ADDITION to the City of Newport in Lincoln County, Oregon, being more particularly described as follows:

Beginning at the most Northerly point of said Lot 8; running thence Southwesterly along the Northwesternly line of said Lot 8, a distance of 8.43 feet to the true point of beginning; thence Southeasterly and parallel to the Northeastly line of said Lot 8, 100 feet to the Southeasterly line; thence Southwesterly along the said Southeasterly line 0.57 feet; thence Northwesternly along a line that is parallel to and 9 feet from the Northeastly line of Lot 8, a distance of 100 feet to the Northwesternly line of said Lot 8; thence Northeastly along the said Northwesternly line, 0.57 feet to the point of beginning.

Consideration is \$500,000.00

## STATUTORY WARRANTY DEED

(continued)

### PARCEL II:

Lot 9, Block 49, CASE AND BAYLEY'S SECOND ADDITION to the City of Newport, County of Lincoln and State of Oregon.

EXCEPTING THEREFROM the Southwesterly 11 feet and FURTHER EXCEPTING the Northeasterly 36.92 feet of Lot 9 of said Block 49, being more particularly described as follows:

Beginning at the most Westerly corner of the said Lot 8; thence Northeasterly along the Northwestern line of said Lot 8, 9.09 feet; thence Southeasterly and parallel to the Southwesterly line of said Lot 8, 100 feet to the Southeasterly line of said Lot 8; thence Southwesterly along the said Southeasterly line, 9.09 feet to the most Southerly corner of the said Lot 8; thence continuing Southwesterly along the Southeasterly line of the said Lot 9, Block 49, CASE AND BAYLEY'S SECOND ADDITION, 36.92 feet; thence Northwesternly along a line that is parallel to and 13.08 feet (when measured at right angles) from the Southwesterly line of the said Lot 9, a distance of 100 feet to the Northwestern line of the said Lot 9; thence Northeasterly along the Northwestern line 36.92 feet to the point of beginning.

### PARCEL III:

The Southwesterly 9.09 feet of Lot 8, Block 49, CASE AND BAYLEY'S SECOND ADDITION to the City of Newport in Lincoln County, Oregon; also the Northeasterly 36.92 feet of Lot 9 of the said Block 49, being more particularly described as follows:

Beginning at the most Westerly corner of the said Lot 8; thence Northeasterly along the Northwestern line of the said Lot 8, 9.09 feet; thence Southeasterly and parallel to the Southwesterly line of the said Lot 8, 100 feet to the Southeasterly line of the said Lot 8; thence Southwesterly along the said Southeasterly line, 9.09 feet to the most Southerly corner of the said Lot 8; thence continuing Southwesterly along the Southeasterly line of the said Lot 9, Block 49, CASE AND BAYLEY'S SECOND ADDITION, 36.92 feet; thence Northwesternly along a line that is parallel to and 13.08 feet (when measured at right angles) from the Southwesterly line of the said Lot 9, a distance of 100 feet to the Northwestern line of the said Lot 9; thence Northeasterly along the Northwestern line, 36.92 feet to the point of beginning.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). (See ORS 93.030), which is paid to or by a qualified intermediary pursuant to an IRC 1031 Tax Deferred Exchange.

### Subject to:

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

**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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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.**

**STATUTORY WARRANTY DEED**  
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 6/15/23

[Signature]  
Zu Yang Guan

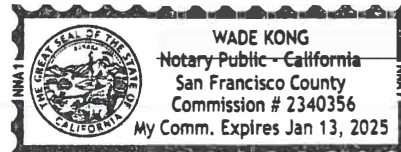
Mei ai zhu  
Mei Ai Zhu

State of CALIFORNIA  
County of SAN FRANCISCO

This instrument was acknowledged before me on JUNE 15, 2023 by Zu Yang Guan and Mei Ai Zhu.

[Signature]  
Notary Public - State of ~~Oregon~~ CALIFORNIA

My Commission Expires: 01/13/2025



**EXHIBIT "A"**  
Exceptions

**Subject to:**

Rights of the public to any portion of the Land lying within the area commonly known as roads and highways.

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Easement  
In favor of: Adjacent property  
Purpose: as set forth therein  
Recording Date: May 25, 1976  
Recording No: Book 64, page 1973

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Warranty Deed  
In favor of: Adjacent property  
Purpose: as set forth therein  
Recording Date: May 28, 1976  
Recording No: Book 65, page 244

Party Wall Agreement, including the terms and provisions thereof, as disclosed by instrument,

Recording Date: May 28, 1976  
Recording No.: Book 65, page 244

The undersigned accepts and approves the Deed herein on this 15 day of June, 2023.

Newport Urban Renewal Agency

By:   
Spencer Nebel, Executive Director



**Certification of Charges Paid**  
[Oregon Revised Statutes (ORS) 311.411]

Certification #

All charges have been paid for the real property that is the subject of conveyance between:

Grantor

GUAN, ZU YANG & ZHU, MEI AI

Grantee

NEWPORT URBAN RENEWAL AGENCY

Signed on (date)

JUNE 16, 2023

and for consideration of

\$ 500 000.00

Assessor's signature

JOE DAVIDSON by MWM

Date

06/16/2023

11-11-08 BD 9200

11-11-08 BD 9400

11-11-08 BD 9401

R104392

R109121

R111587

x Amy Bendel 06-16-23  
TAX OFFICE / DATE



**Western Title & Escrow Company**  
255 SW Coast Highway, Suite 100, Newport, OR 97365  
Phone: (541)265-2288 | Fax: (541)265-9570

## FINAL BUYER'S STATEMENT

**Settlement Date:** June 16, 2023  
**Disbursement Date:** June 16, 2023

**Escrow Number:** WT0249726  
**Escrow Officer:** Luci M. Diaz  
**Email:** luci.diaz@westerntitle.com

**Buyer:** Newport Urban Renewal Agency  
169 SW Coast Highway  
Newport, OR 97365

**Exchangor:** Zu Yang Guan and Mei Ai Zhu  
1384 9th Ave #3  
San Francisco, CA 94122

**Property:** 415 and 421 SW Coast Highway  
Newport, OR 97365  
Tax/Map ID(s): 11-11-08-BD-09200 11-11-08-BD-09401 11-11-08-BD-09400 APN/Parcel ID(s):  
R104392 R111587 R109121

		\$	DEBITS	\$	CREDITS
<b>FINANCIAL CONSIDERATION</b>					
Sale Price of Property			500,000.00		
Deposit or earnest money					25,000.00
Buyer's funds to close					476,930.71
<b>PRORATIONS/ADJUSTMENTS</b>					
County Taxes at \$3,847.22	06/16/23 to 07/01/23 (\$3,847.22 / 365 X 15 days)		158.10		
County Taxes at \$18.67	06/16/23-07/01/23 (\$18.67 / 365 X 15 days)		0.77		
County Taxes at \$5,286.57	06/16/23-07/01/23 (\$5,286.57 / 365 X 15 days)		217.26		
<b>TITLE &amp; ESCROW CHARGES</b>					
Escrow Fee	Western Title & Escrow Company		905.00		
Recording Service Fee to Simplifile	Western Title & Escrow Company		5.00		
<b>GOVERNMENT CHARGES</b>					
Recording Fees	County Recorder		113.00		
<b>Subtotals</b>			501,399.13		501,930.71
<b>Balance Due TO Buyer</b>			<b>531.58</b>		
<b>TOTALS</b>			501,930.71		501,930.71

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Western Title & Escrow Company  
Settlement Agent

THIS IS A CERTIFIED COPY OF THE ORIGINAL DOCUMENT(S) BY  
WESTERN TITLE & ESCROW COMPANY

A handwritten signature in black ink, appearing to read "Heather S. Sebold", is written over a solid horizontal line.

Western Title & Escrow Company, Settlement Agent



**STATEMENT OF ESCROW AGENT  
ACTING AS QUALIFIED SUBSTITUTE**

**Escrow No.:** WT0249726-LMD  
**Escrow Agent:** Western Title & Escrow Company  
**Buyer(s):** Newport Urban Renewal Agency  
**Seller(s):** Zu Yang Guan and Mei Ai Zhu  
**Property:** 415 and 421 SW Coast Highway, Newport, OR 97365

The undersigned states under penalties of perjury that:

1. The above named ESCROW AGENT is the escrow agent that is responsible for closing the above referenced transaction.
2. I am an escrow officer employed by ESCROW AGENT, and I am authorized to sign this Statement.
3. Of all of the above named sellers, each of the following named sellers has furnished to ESCROW AGENT a completed, signed Certification of Non-Foreign Status, as provided for in the Foreign Investment in Real Property Tax Act, Internal Revenue Code Section 1445 and its related regulations:

Mei Ai Zhu  
Zu Yang Guan

Any seller not named in this paragraph has not furnished a Certification of Non-Foreign Status.

4. ESCROW AGENT will retain electronically a copy of each Certification of Non-Foreign Status for a period of six (6) years from the closing date.
5. ESCROW AGENT will provide a copy of Seller's Certification of Non-Foreign Status to the Internal Revenue Service if requested by Buyer or by the IRS.
6. ESCROW AGENT makes no representations regarding Buyer's obligations under Internal Revenue Code Section 1445.
7. ESCROW AGENT makes no representations regarding the truth or validity of the statements on any Seller's Certification of Non-Foreign Status.
8. ESCROW AGENT has caused a copy of this statement to be delivered to all of the sellers and buyers in this transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
Luci M. Diaz, Escrow Officer

\_\_\_\_\_  
Date