

CITY OF LINCOLN CITY

LINCOLN CITY COUNCIL AGENDA

MONDAY JANUARY 8, 2024, 6:00 PM

6:00 PM - The Lincoln City Council will hold a Regular Meeting in the Council Chambers, 801 SW Highway 101 - 3rd Floor, Lincoln City, OR 97367.

Public comments can be submitted to publiccomment@lincolncity.org, by attending the City Council meeting, or by telephone.

Public comments submitted by email to publiccomment@lincolncity.org will be entered into the official record, distributed to the governing body, and summarized; however, due to personal privacy issues they are not generally published in the online Agenda packet.

****PUBLIC COMMENT VIA EMAIL WILL ONLY BE RECOGNIZED UPON RECEIPT OF AN EMAIL SENT TO publiccomment@lincolncity.org****

Citizens requesting to give public comment via telephone must email publiccomment@lincolncity.org no later than noon on the meeting day. The request must include the person's name, the subject the person wishes to address, and the phone number the person intends to use for the meeting. Instructions will be sent to the person requesting prior to the meeting. Persons who will give public comment via telephone will need to leave the microphone muted until the public comment portion of the meeting.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, for a hearing-impaired device, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting. To request information in an alternate format or other assistance, please contact the City's ADA Coordinator, Kevin Mattias, at [541-996-1013](tel:541-996-1013) or kmattias@lincolncity.org. Visit the [ADA Accessibility | City of Lincoln City, OR](#) webpage to view how the City continues to remain in compliance with Title II of the Americans with Disabilities Act regarding City programs, services, processes, and facilities.

The Lincoln City Council reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the meeting.

Agenda materials for this meeting are available at www.lincolncity.org under "Government", then select "Public Meeting Agendas, Packets & Videos". To stream the meeting in HD, please visit www.lincolncity.org/government/streaming. This meeting will be televised live on Channel 4, and rebroadcast on Channel 4 multiple times a day.

If you wish to speak on an agenda or non-agenda item, please sign up on the sheet near the entrance door to the Council Chambers. You will be called to speak during the "Public Comment" section. Comments or testimony on agenda items listed under "public hearing/public comment" will be taken at that time.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CONSENT AGENDA

1. Regular Meeting – Minutes of Regular Meeting – December 11, 2023, 6:00 PM

E. OATH OF OFFICE CEREMONY AND SEATING OF COUNCILORS BAKER AND BARKER

2. Oath of Office Ceremony and Seating of Councilors Marci Baker, and Todd Barker

F. RECESS MEETING- RECEPTION IN HALL

G. RECONVENE MEETING

H. COMMENTS FROM CITIZENS PRESENT ON AGENDA/NON-AGENDA ITEMS

Article I, Section 8, of the Oregon Constitution provides: No law shall be passed restraining the free expression of opinion, or restricting the right to speak, write, or print freely on any subject whatever; but every person shall be responsible for the abuse of this right. Be advised: Comments by citizens under this Public Comments Section of the Agenda or under Public Hearings are solely the opinions and statements of the speakers and are not statements by the City of Lincoln City and do not represent the opinions of the City of Lincoln City, its officers and employees.

I. PRESENTATIONS

1. Employee Service Awards

J. PUBLIC HEARING / ORDINANCE

K. PUBLIC HEARINGS / PUBLIC COMMENTS

L. ORDINANCES

M. RESOLUTIONS

1. Resolution No. 2024-01 - A Resolution accepting offers from the Oregon Department of Transportation, (ODOT) for easements for construction and highway right-of-way purposes on City property

N. SPECIAL ORDER OF BUSINESS

2. Design Consultant Services Award for Spring Lake Water Pump Station
3. Outside City Committee and City Committee Appointments
4. Appointment of Subcommittee for Review of Outside Agency Requests

O. CITY MANAGER/CITY ATTORNEY REPORTS

P. ACTIONS, IF ANY, BASED ON WORK SESSION, EXECUTIVE SESSION OR PUBLIC COMMENT

Q. ADDITIONAL COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS

Article I, Section 8, of the Oregon Constitution provides: No law shall be passed restraining the free expression of opinion, or restricting the right to speak, write, or print freely on any subject whatever; but every person shall be responsible for the abuse of this right. Be advised: Comments by citizens under this Public Comments Section of the Agenda or under Public Hearings are solely the opinions and statements of the speakers and are not statements by the City of Lincoln City and do not represent the opinions of the City of Lincoln City, its officers and employees.

R. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL

S. ADJOURNMENT

CITY OF LINCOLN CITY

COUNCIL MINUTES OF THE MEETING

December 11, 2023, 6:00 PM

The final minutes for this meeting are supplemented by an electronic recording of the meeting, which may be viewed online at www.lincolncity.org under the tab "Agendas, Packets, and Videos". The staff reports, resolutions, ordinances, and other documents related to this meeting are also available at the same location. This meeting is rebroadcast on Cable Channel 4. (See Channel 4 guide on the hour at <http://www2.lincolncity.org/program-guide/>).

APPROVED BY CITY COUNCIL

DATE:

A. CALL TO ORDER

Mayor Wahlke called the meeting to order at 6:00 PM.

B. ROLL CALL

| Attendee Name | Title | Status | Arrived |
|----------------|------------------|---------|---------|
| Judy Casper | Councilor Ward 3 | Present | |
| Riley Hoagland | Councilor Ward 2 | Present | |
| Rick Mark | Councilor Ward 3 | Present | |
| Mitch Parsons | Councilor Ward 1 | Present | |
| Susan Wahlke | Mayor | Present | |

Staff Present: Daphnee Legarza, City Manager; Chief Broderick, Lincoln City Police Department; Alison Robertson, Economic Development and Urban Renewal Director; Seth Lenaerts, Project Manager; Andrea Riner, Planning and Community Development; Stephanie Reid, Public Works Director; Richard Townsend, Planning and Community Development Director; David Twigg, I.T. Support Specialist; Tony LaSoya, I.T. Director; Jamie Young, City Recorder.

C. PLEDGE OF ALLEGIANCE

Mayor Wahlke led The Pledge of Allegiance.

D. CONSENT AGENDA

| | |
|------------------|-----------------------------------------|
| MOTION: | Consent Agenda |
| MOVER: | Mitch Parsons, Councilor Ward 1 |
| SECONDER: | Riley Hoagland, Councilor Ward 2 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed |

1. Regular Meeting – Minutes of Regular Meeting – November 13, 2023, 6:00 PM
2. Regular Meeting – Minutes of Work Session – November 27, 2023, 5:00 PM
3. Regular Meeting – Minutes of Work Session – December 4, 2023, 5:00 PM

E. COUNCIL DELIBERATIONS

NONE

F. COMMENTS FROM CITIZENS PRESENT ON AGENDA/NON-AGENDA ITEMS

Amanda Cherryholmes of Coastal Support Services spoke regarding the services provided. Ms. Cherryholmes asked for time to give the Council a presentation.

G. PRESENTATIONS

NONE

H. PUBLIC HEARING / ORDINANCE

NONE

I. PUBLIC HEARINGS / PUBLIC COMMENTS

1. Lincoln City 2043 Comprehensive Plan

Mayor Wahlke opened the public hearing at 6:10 PM. Anne Marie Skinner, former Planning and Community Development Director, gave a presentation regarding the 2043 Comprehensive Plan. Ms. Skinner thanked the Planning Commission, City Council, Staff, and the Public for the work on the Comprehensive Plan. Mayor Wahlke said on page 4, "Land use- Planning" needs to be removed. No Citizens wished to comment. Mayor Wahlke closed the public hearing at 6:41 PM.

J. ORDINANCES

2. Ordinance 2023-27 Lincoln City 2043 Comprehensive Plan

| | |
|------------------|--------------------------------------------------------------------------------------------------|
| MOTION: | Motion to Approve First Reading of Ordinance 2023-27 Lincoln City 2043 Comprehensive Plan |
| MOVER: | Mitch Parsons, Councilor Ward 1 |
| SECONDER: | Judy Casper, Councilor Ward 3 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed by Roll Call Vote |

3.

| | |
|------------------|-------------------------------------------------------------------------------------------------------------|
| MOTION: | Motion to Approve Second Reading and Adoption Ordinance 2023-27 Lincoln City 2043 Comprehensive Plan |
| MOVER: | Mitch Parsons, Councilor Ward 1 |
| SECONDER: | Judy Casper, Councilor Ward 3 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed by Roll Call Vote |

K. RESOLUTIONS

4. Resolution 2023-30: A Resolution Declaring the Official Results of the Canvas of Votes of the Election Held in the City of Lincoln City, Oregon on November 7, 2023

| | |
|------------------|-------------------------------------------------------------|
| MOTION: | Motion to Approve Resolution 2023-30 Canvas of Votes |
| MOVER: | Mitch Parsons, Councilor Ward 1 |
| SECONDER: | Judy Casper, Councilor Ward 3 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed via Voice Vote |

L. SPECIAL ORDER OF BUSINESS

5. Proposed Annual Meeting Dates 2023

The Council had no objections to the proposed meeting dates for 2024.

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|----------------|-------------------------------------------|
| MOTION: | Proposed Annual Meeting Dates 2024 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed via Voice Vote |

6. Outside Agencies Grant Recommendations from City Council work session(s)

Council had a discussion regarding the grant requests and distribution of funds.

| | |
|------------------|----------------------------------------------------------------------|
| MOTION: | Motion to Approve the Grant Awards Recommendations as Written |
| MOVER: | Judy Casper, Councilor Ward 3 |
| SECONDER: | Mitch Parsons, Councilor Ward 1 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed by Roll Call Vote |

7. Planning Commission Interview- Erick Albretsen

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|------------------|-----------------------------------------------------------------------------------------------------------------------------|
| MOTION: | Motion to Appoint Erick Albretsen to the Planning Commission for a Term Beginning 12/12/2023 and Expiring 12/31/2027 |
| MOVER: | Judy Casper, Councilor Ward 3 |
| SECONDER: | Mitch Parsons, Councilor Ward 1 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed via Voice Vote |

8. Reappointment to Arts Committee - Applicant Carolyn Wilson

MOTION: Motion to Reappoint Carolyn Wilson to Arts Committee for a City Resident Position for a Three-Year Term Beginning 1/1/2024 and Expiring 12/31/2026

MOVER: Mitch Parsons, Councilor Ward 1

SECONDER: Judy Casper, Councilor Ward 3

AYES: Casper, Hoagland, Mark, Parsons, Wahlke

RESULT: Passed via Voice Vote

9. Construction Award for NE 21st Street Sidewalk

MOTION: Motion to Approve the Bid Award for the NE 21st Street Sidewalk Project to RK Construction in the Amount of \$1,048,503.43 with a Contingency of \$104,850 (10 percent of the bid amount) for a Total Award of \$1,153,353.43

MOVER: Rick Mark, Councilor Ward 3

SECONDER: Mitch Parsons, Councilor Ward 1

AYES: Casper, Mark, Parsons

NAYS: Hoagland

RECUSED: Wahlke

RESULT: Passed by Roll Call Vote

Mayor Wahlke recused herself due to conflict. Council and Staff had a discussion regarding the sidewalks and requirements.

10. Construction Award for NE 28th Street Storm Improvement Project

MOTION: Motion to Approve the Construction Award for NE 28th Street Storm Improvement Project to Dan Kauffman Excavating in the Amount of \$69,868.62 with a Contingency of \$6,986.86 (10 percent of the bid amount) for a Total of \$76,855.48

MOVER: Rick Mark, Councilor Ward 3

SECONDER: Riley Hoagland, Councilor Ward 2

AYES: Casper, Hoagland, Mark, Parsons, Wahlke

RESULT: Passed by Roll Call Vote

11. Ec Dev Toolbox: City Loan Request from Lincoln City Cultural Center

MOTION: Motion to Approve the Infrastructure Partners Loan Request (\$150,000), Contingent on Staff Receiving a Favorable Financial Review Summary from the Oregon Cascades West Council of Governments, as Part of the Revolving Loan Program Through the City's Economic Development Toolbox of Programs and Also to Provide Permission as the Landlord to the Lincoln City Cultural Center for this Loan.

MOVER: Riley Hoagland, Councilor Ward 2

SECONDER: Mitch Parsons, Councilor Ward 1

AYES: Casper, Hoagland, Mark, Parsons, Wahlke

RESULT: Passed by Roll Call Vote

12. Municipal Judge Annual Report to Council

Judge Poole gave an annual report to the Council. Council and Judge Poole had a discussion on the information.

M. CITY MANAGER/CITY ATTORNEY REPORTS

Ms. Legarza said the library is now open on Sunday.

N. ACTIONS, IF ANY, BASED ON WORK SESSION, EXECUTIVE SESSION, OR PUBLIC COMMENT

NONE

O. ADDITIONAL COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS

NONE

P. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL

Councilor Hoagland spoke regarding the bid awards and including maps. The Council gave unanimous consent to include maps with bid awards in the agenda packet. Councilor Hoagland asked for a presentation from Coastal Support Services and made a motion. Councilor Hoagland asked to have better guidance as the channel 4 programming.

Councilor Casper spoke about Judge Poole's presentation and asked about the signage for overnight parking. Councilor Casper spoke about the human trafficking signs at the rest stops.

Mayor Wahlke spoke about being at the Cultural Center and having a smooth walking surface was nice. Mayor Wahlke said she was appointed to the League of Oregon Cities Finance and Taxation Policy Committee and the Water and Wastewater Policy Committees. Mayor Wahlke spoke about the grants and getting presentations scheduled before the end of the year.

13.

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|------------------|------------------------------------------------------------------------------------|
| MOTION: | Motion to Direct Staff to Have Coastal Support Services Give a Presentation |
| MOVER: | Riley Hoagland, Councilor Ward 2 |
| SECONDER: | Judy Casper, Councilor Ward 3 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed by Voice Vote |

14.

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|------------------|-----------------------------------------------------------------------------------------------|
| MOTION: | Motion to Direct Staff to Have a Work Session with Gae Linfoot about Human Trafficking |
| MOVER: | Mitch Parsons, Councilor Ward 1 |
| SECONDER: | Riley Hoagland, Councilor Ward 2 |
| AYES: | Casper, Hoagland, Mark, Parsons, Wahlke |
| RESULT: | Passed by Voice Vote |

Q. ADJOURNMENT

Mayor Wahlke adjourned the meeting at 7:55 PM.

SUSAN WAHLKE, MAYOR

ATTEST:

JAMIE YOUNG, CITY RECORDER

Council Communication

Employee Service Awards

| | | | |
|-----------------|-----------------|------------------------|--------------------------|
| Meeting Date: | January 8, 2024 | Primary Staff Contact: | Abigail Edwards |
| Department: | Human Resources | E-Mail: | AEdwards@lincolncity.org |
| Secondary Dept: | | Secondary Contacts: | Daphnee Legarza |
| Approval: | Daphnee Legarza | Estimated Time: | 5 minutes |

Employee Service Awards

The City Council would like to recognize staff who have reached milestone years of service with the City of Lincoln City. Certificates for staff will be presented at the meeting.

Mark Irmischer (Erm-sher)

This is Mark's 20th year with the City. Mark started his career with the library as an entry level library assistant. In 2023, Mark was promoted to Volunteer Coordinator. In this position, Mark recruits and manages nearly 30 regular volunteers. He also continues to work at the library's front desk, where it's safe to say that for many folks, Mark is the face of the library! He is also a longtime member of the City's Wellness Committee, and he exemplifies the library's values in providing excellent customer service both to the library's patrons and to other City staff.

Star Khan

Star has been with the City for 10 years. Much like Mark, Star began working for the library as a part-time library assistant. Her excellent customer service skills, Spanish language skills, and approachability made her a great choice to take on the Outreach Services Librarian position in 2015. In this position, Star serves to extend the library beyond its four walls: from providing materials to homebound seniors, to teaching bilingual computer classes, to creating pop-up libraries all over the city, Star is everywhere! She also just finished her tenure as the President of the Oregon Library Association, and works extensively on the national level with the American Library Association.

Council Communication

Resolution 2024-01

| | | | |
|-----------------|-----------------|------------------------|---------------------------------|
| Meeting Date: | January 8, 2024 | Primary Staff Contact: | David James Robinson |
| Department: | City Council | E-Mail: | david@davidjamesrobinson.com |
| Secondary Dept: | | Secondary Contacts: | Daphnee Legarza, David Robinson |
| Approval: | Daphnee Legarza | Estimated Time: | 10 minutes |

Authority: LCMC cites: 4.04 and 4.05, Res. UR 2007-07 and Ord 2022-35

Background:

We have five moving parts: URA matters and city matters, grants of authority to the city manager to sign all property transaction documents vs. grants of easement, and easements granted *by the city* vs. easements granted *by another entity to the city*.

As an initial matter, the Res. UR 2007-07 grants authority to the city manager to sign real estate documents that are approved by the URA. It is a broadly worded power. It addresses both grants of interests in land *to the URA* and grants *by the URA to other parties*.

An "interest in land" is a broad category that covers everything: deeds, easements, licenses, permits... everything and anything.

So, as long as the interest in land is approved by the URA, the city manager has authority to sign the real estate documents.

Ord 2022-35 (and LCMC 4.04010B) grants authority of the city manager to sign IGAs. IGA's are specific intergovernmental contracts that are identified as IGA's and administered under the terms of ORS 190 (Intergovernmental cooperation). Note also that this grant of authority is limited to IGA's that have a cost to the city of \$50,000 or less

An IGA is different than as easement. An IGA is statutorily defined as a cooperative act between governments (ORS 190.010 et seq.). An easement is statutorily defined as "a nonpossessory interest in the land of another which entitles the holders of an interest in the easement to a private right of way, embodying the right to pass across another's land. (ORS 105.107).

LCMC 4.04.010 deals with real property transactions in separate numbered sections. 4.05 (temporary easements less than 12 months) and 4.04 (every other type of conveyance of an interest in land).

Pay attention to LCMC 4.04.010A1. ("The city manager may execute an instrument conveying fee title to the city or conveying any interest in real property to the city..."). This sentence literally only addresses property coming to the city. The city manager can accept property from third parties. It doesn't authorize the city manager to grant interests in land *from* the city to third parties.

Then we have section B which deals with IGA's -- not an issue with what we're doing with ODOT/easements.

Section C deals with the bundle of various real property interests that the city manager can grant (Leases, Licenses, Permits and Grants). All of these have different definitions. Easement are not addressed here or anywhere else in 4.04.010. Note in section C there is a limitation of five years - whatever the interest in land, the duration cannot exceed five years (or \$50,000 in value).

Temporary easements are addressed in 4.05. The city manager's authority to grant easements cuts off at 12 months.

Our ODOT temporary easements are for three years. The city manager is granted absolute authority to sign these three-year easements on behalf of the URA in either direction - easements from the URA or easements to the URA. I'm not finding authority for the city manager to *grant* easements over 12 months on behalf of the city to another entity. (Again, I could make a defensible argument that the city manager can *accept* an easement granted *to the city under 4.04.010A* because an easement is merely a subset of real property interests.)

Staff Recommendation:

Staff recommends the Council adopt the resolution that gives authority to the City Manager to sign the specified easements to ODOT that exceed 12 months.

Potential Motions:

Move to approve Resolution 2024-01, a Resolution that gives authority to the City Manager to sign the specified easements to ODOT that exceed 12 months.

Attachments:

9878003_Offer packet (PDF)

9878078__Offer packet (PDF)

9878084 Offer packet (PDF)

9878104 Offer packet (PDF)

Resolution 2024-01 - CM auth to sign easements from city greater than 12 months
(PDF)



Oregon

Tina Kotek, Governor

M.1.a

Department of Transportation
Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6th, 2024

CITY OF LINCOLN CITY, a municipal
corporation of the State of Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|----------------------------------------------------------------------|
| File No.: | 9878-003 |
| Grantor: | CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon |
| Section: | US20/OR34/OR99W: Harrison Blvd. (Corvallis) |
| Highway: | 031 - ALBANY-CORVALLIS |
| County: | Benton |
| FAP No: | S031(016)e.d.9/30/27 |

Enclosed is the State's Offer for your consideration. If you accept the State's Offer, the following documents require execution as noted below and returned to my attention in order to process the closing paperwork and issue payment:

- Temporary Easement Easement - This document must be signed in the presence of a notary public.
- Terms of State's Offer - This document must be signed and dated.
- Taxpayer Identification Form W-9 – Due to IRS requirements, this form is required for the State to issue payment. Please complete the form with the appropriate information (including the address for the check to be sent to) and sign/date where indicated.
- Provide authority for transaction and authority to sign

Notary services are available if needed. Please send executed original documents to my attention as follows:

Oregon Department of Transportation
Attn: Diane McLaughlin
455 Airport Rd SE Bldg. B
Salem, Or 97301

If you have any questions or concerns, please feel free to contact me directly at (503) 986-2604 or by email at diane.mclaughlin@odot.state.or.us. Thank you for your cooperation in this matter.

Sincerely,

Diane McLaughlin
Right of Way Agent



Oregon

Tina Kotek, Governor

M.1.a

Department of Transportation

Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6, 2023

CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|----------------------------------------------------------------------|
| File No.: | 9878-003 |
| Grantor: | CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

The Oregon Department of Transportation (ODOT) plans to proceed with the US101 curb ramps (Lincoln City/Lincoln Beach) project. As part of this project, we need to acquire a 349 SF Temporary Easement for Work Area from your property. A determination of just compensation for the needed portion of your property has been made by a qualified appraiser based on market information. This compensation amount is outlined in the attached "Acquisition Summary Statement." This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

If you have any questions or concerns, please call me at (503) 986-2604 or toll free at (888) 769-7342. I am also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,



Diane McLaughlin
Right of Way Agent

ACQUISITION SUMMARY STATEMENT

M.1.a

December 6, 2023

| | |
|------------------|----------------------------------------------------------------------|
| File No.: | 9878-003 |
| Grantor: | CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

| Valuation | Comment | Value |
|---------------------------------|----------------|--------------|
| Land: | | \$750 |
| Improvements: | | \$0 |
| Other: | | \$0 |
| Damages: | | \$0 |
| TOTAL JUST COMPENSATION: | | \$750 |

| | | |
|-----------------------|------|-----|
| Uneconomic Remainder: | None | \$0 |
| Fencing Allowance: | None | \$0 |

| LAND ACQUIRED: | | |
|-----------------------|-------------------------------|-----------------------|
| Parcel # | Rights to be Acquired | Area of Taking |
| Parcel 1 | Temporary Easement: Work Area | 349 Sq Ft |

NOTICE TO VACATE:

Written notice will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

| APPRAISAL INFORMATION: | |
|--------------------------------|--------------------|
| Appraisal/Valuation By: | Jay Faber |
| Date of Valuation: | September 20, 2023 |
| Value: | \$600 |
| Date Written: | October 10, 2023 |

December 06, 2023

Benefit Determination For:

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

| | |
|------------------|----------------------------------------------------------------------|
| File No.: | 9878-003 |
| Grantor: | CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person***, for additional information concerning this assistance.

- RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
- SEARCH EXPENSES** in locating a new site, not to exceed \$2,500. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
- ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
- MOVING COST - BASED ON ESTIMATES:** A payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
- COMMERCIAL MOVE COST:** A payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
- REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$25,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
- FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$40,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
- YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
- RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 60 days of this notification.

TEMPORARY EASEMENT

CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$ 750.00, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property described on **Exhibit "A" dated July 18, 2023**, 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 property, 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.

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.

File 9878003
Map RW9878M

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.

Dated this _____ day of _____, 20_____.

APPROVED AS TO FORM:

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

By _____

By _____
Authorized Signer

STATE OF OREGON, County of _____

Dated _____ 20_____. Personally appeared _____ who, being sworn, stated that he/she is the _____ of the City of Lincoln City, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the _____ day of _____, 20_____.

Notary Public for Oregon
My Commission expires _____

Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in SW¼NE¼ of Section 2, Township 7 South, Range 11 West, W.M., City of Lincoln City, Lincoln County, Oregon; the said parcel being that portion of that property described in that Warranty Deed – Statutory Form to City of Lincoln City, recorded September 10, 1984 in Film Records, Book 153, Page 1933, Filing No. R-231202 of Lincoln County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, located on the Southerly side of the center line of the relocated Oregon Coast Highway, which center line is described as follows:

Beginning at Engineer's center line Station "A" 781+92.90, said station being 1,025.22 feet South and 3,675.27 feet East of the northwest corner of Section 2, Township 7 South, Range 11 West, W.M.; thence South 69°29'57" West 1,269.06 feet; thence on a 1,432.39 foot radius curve right (the long chord of which bears South 78°39'57" West 456.38 feet) 458.33 feet; thence South 87°49'57" West 256.08 feet; Engineer's center line Station "A" 801+76.37.


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

| Station | to | Station | Width on Southerly Side of Center Line |
|---------------|----|---------------|----------------------------------------|
| "A" 792+90.00 | | "A" 793+47.00 | 87.00 |
| "A" 793+47.00 | | "A" 793+68.00 | 87.00 in a straight line to 80.00 |

Bearings are based on the Oregon Coordinate Reference System – Oregon Coast Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 349 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024
SIGNED: 07/18/2023

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)

this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____(attached)

this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government’s police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **NA**.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: _____.

E. Fencing on the Property.

Will not be affected.

Will be replaced as follows: _____.

Will not be replaced.

F. Other terms of offer:

ODOT will protect and/or replace if damaged as part of the project the concrete sidewalk within the temporary easement. The State will not occupy the three year easement more than one year.

- 5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder’s office.
- 6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION



11/30/2023

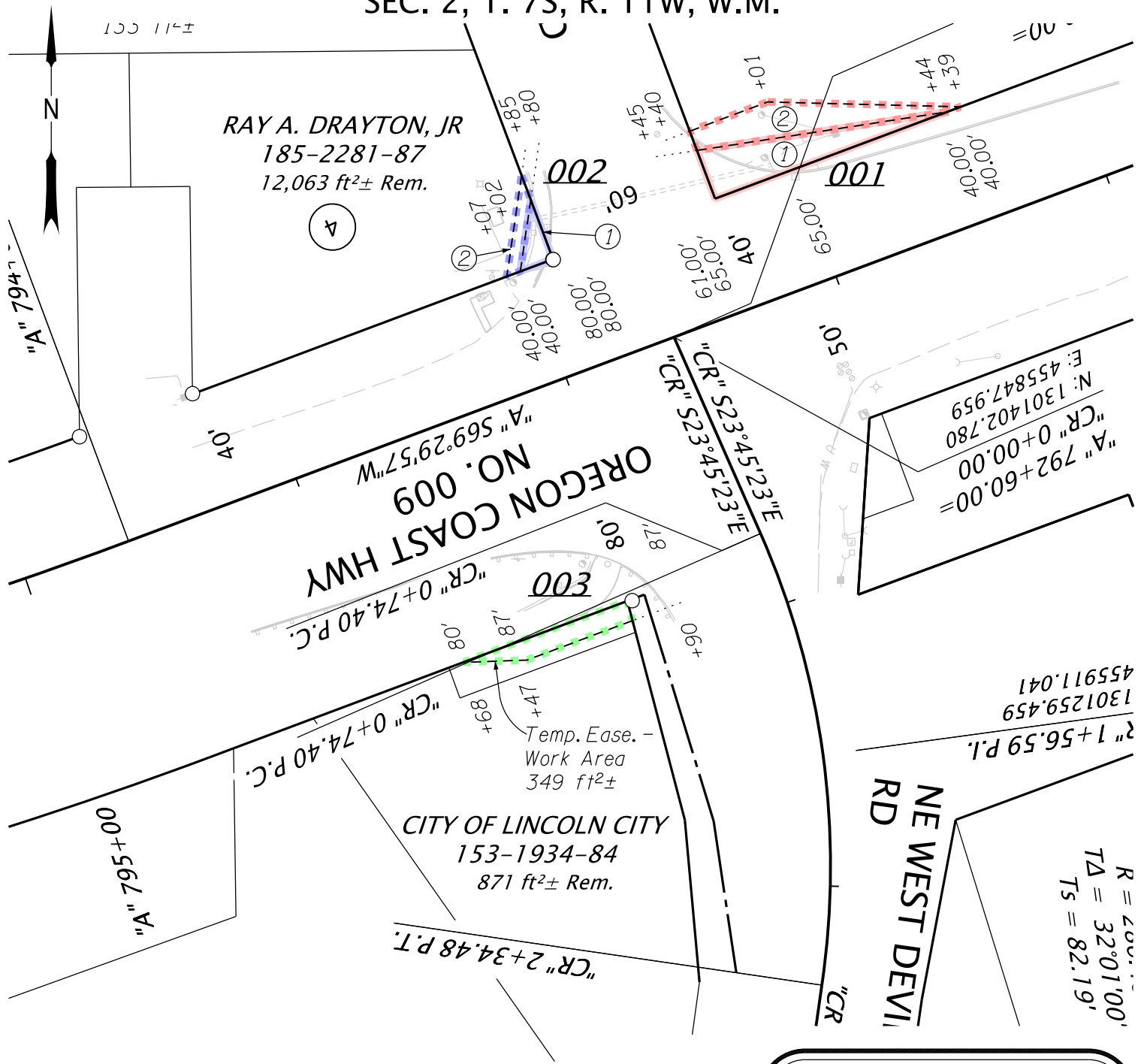
David Thiessen

Date

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


Date

SEC. 2, T. 7S, R. 11W, W.M.



ACTIVE DRAWING
 THIS DRAWING SHOWS THE PROPOSED R/W NEEDED TO BE ACQUIRED TO SUPPORT THE PROJECT DESIGN
 SUBJECT TO CHANGE

OREGON DEPARTMENT OF TRANSPORTATION



DOWL www.dowl.com

SKETCH MAP

| | | | |
|---------|-----------------------------------------------|-------|------------|
| Section | US101 Curb Ramps (Lincoln City/Lincoln Beach) | | |
| Highway | Oregon Coast Highway - US101 | | |
| County | Lincoln County | Scale | 1" = 50' |
| Purpose | ADA Ramps | Date | July, 2023 |
| File | 9878 003 | | |

FIRST AMERICAN TITLE

Property Research Report

SUBJECT PROPERTY

R231202
071102BD0110000
Lincoln

OWNER

City Of Lincoln City

DATE PREPARED

12/14/2022

PREPARED BY

nromano@firstam.com



First American Title

Customer Service Department

503.219.8746

cs.oregon@firstam.com

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First American Title

Customer Service Department
503.219.8746
cs.oregon@firstam.com
12/14/2022

OWNERSHIP INFORMATION

Owner: City Of Lincoln City

Parcel #: R231202

CoOwner:

Ref Parcel #: 071102BD0110000

Site: Lincoln City OR 97367

TRS: 07S / 11W / 02 / NW

Mail: PO Box 50 Lincoln City OR 97367

County: Lincoln

PROPERTY DESCRIPTION

Map Grid:

Census Tract: 950304 Block: 2000

Neighborhood: L112

School Dist: Lincoln County School District

Impr Type:

Subdiv/Plat:

Land Use: 940 - Exempt City Vacant Land

Std Land Use: VMSC - Vacant Misc

Zoning: R-C - Recreation Commercial

Lat/Lon: 44.99740859 / -123.99692034

Watershed: Rock Creek-Frontal Pacific Ocean

Legal: TWNSHP 07, RNG 11, ACRES 0.03, MF153-1933

ASSESSMENT AND TAXATION

Market Land: \$19,760.00

Market Impr: \$0.00

Market Total: \$19,760.00 (2022)

% Improved: 0.00%

Assessed Total: \$0.00 (2022)

Levy Code: 407

Tax: \$0.00 (2022)

Millage Rate: 17.2195

Exemption:

Exemption Type:

PROPERTY CHARACTERISTICS

| | | |
|-----------------|-----------------|-------------------------|
| Bedrooms: | Total SqFt: | Year Built: |
| Baths, Total: | First Floor: | Eff Year Built: |
| Baths, Full: | Second Floor: | Lot Size Ac: 0.02 Acres |
| Baths, Half: | Basement Fin: | Lot Size SF: 871 SqFt |
| Total Units: | Basement Unfin: | Lot Width: |
| # Stories: | Basement Total: | Lot Depth: |
| # Fireplaces: | Attic Fin: | Roof Material: |
| Cooling: | Attic Unfin: | Roof Shape: |
| Heating: | Attic Total: | Ext Walls: |
| Building Style: | Garage: | Const Type: |

SALES AND LOAN INFORMATION

| Owner | Date | Doc # | Sale Price | Deed Type | Loan Amt | Loan Type |
|-------|------|-------|------------|-----------|----------|-----------|
|-------|------|-------|------------|-----------|----------|-----------|

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

WARRANTY DEED—STATUTORY FORM

LARRY LEE and CHARLENE MAXSON LEE

conveys and warrants to CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon

Grantor, except as specifically set forth herein situated in Lincoln County, Oregon, to-wit:

"See Exhibit A which by this reference is attached and becomes a part hereof"

The said property is free from encumbrances except 1984-85 taxes, a lien in an amount to be determined but not yet payable. Regulations, including levies, liens, assessments, rights of way and easements of the North of Highway 101 Water District and of the U.S. Highway 101 West Devil's Lake Road Intersection Improvement District. The rights of the public in and to that portion of the herein described property lying within the limits of roads, streets and highways.

The true consideration for this conveyance is \$2,500.00 (Here comply with the requirements of ORS 93.030) \$3,000.00

Dated this 6th day of August, 1984.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Larry Lee
LARRY LEE
Charlene Maxson Lee
CHARLENE MAXSON LEE

STATE OF OREGON, County of Douglas, ss. 8-6, 1984

Personally appeared the above named Larry Lee and Charlene Maxson Lee

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Geraldine Nelson
Notary Public for Oregon—My commission expires: 2/2/86

(OFFICIAL SEAL)

WARRANTY DEED

Lee
GRANTOR
City of Lincoln City
GRANTEE
GRANTEE'S ADDRESS ZIP
City of Lincoln City
PO Box 50
Lincoln City, OR 97367
NAME, ADDRESS, ZIP
Until a change is requested, all tax statements shall be sent to the following address:
City of Lincoln City
PO Box 50
Lincoln City, Oregon 97367
NAME, ADDRESS, ZIP

STATE OF OREGON, ss.
County of }

I certify that the within instrument was received for record on the day of 1984, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE

By

000
72 1100
7-11-2-80
1-12-82-1
127E

A parcel of land beginning at a point on the south side of Roosevelt Highway No. 101 and beginning on west side of First Street in LAKONIA, in Lincoln County, Oregon; thence west 100 feet along said Roosevelt Highway; thence south 50 feet; thence in a northeasterly direction parallel with the southerly line of said Roosevelt Highway 100 feet to an intersection with the west side of said First Street; thence north along the westerly line of said First Street to the point of beginning, in Lincoln County, Oregon being situated in Section 2, Township 7 South, Range 11 West, of the Willamette Meridian, in Lincoln County, Oregon.

EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land lying in Lots 12 and 13 of Section 2, Township 7 South, Range 11 West, of the Willamette Meridian, in Lincoln County, Oregon and being a portion of that property described in that deed to Julia C. and Samuel R. Young, recorded in Book 270, page 5 of Lincoln County Record of Deeds; the said parcel being that portion of said property included in a strip of land 80 feet in width, lying on the Southerly side of the center line of the Oregon Coast Highway, which center line is described as follows:

Beginning at Engineer's center line station 784+50 on the center line of the existing Oregon Coast Highway, which center line is described in that deed to the State of Oregon, recorded in Book 63, page 188 of Lincoln County Record of Deeds; thence along the center line of the existing Oregon Coast Highway as follows: South 72 deg. 25' West 1012 feet and on a 1432.39 foot radius curve right (the long chord of which bears South 81 deg. 35' West) 458.3 feet to Engineer's center line Station 799+20.3.

MICROFILM

STATE OF OREGON
County of Lincoln) ss
I, Gloria A. McEwen, County Clerk, do hereby certify that the within instrument was received for record, and recorded in the records of _____ of said county of Newport, Oregon.
Date Sept 10 1934 AM 9:47:34
Book 153 Page 193
WITNESS my hand and seal of said County at _____
By Gloria A. McEwen County Clerk



Oregon

Tina Kotek, Governor

M.1.b

Department of Transportation
Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6th, 2024

CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|----------------------------------------------------------|
| File No.: | 9878-078 |
| Grantor: | URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON |
| Section: | US20/OR34/OR99W: Harrison Blvd. (Corvallis) |
| Highway: | 031 - ALBANY-CORVALLIS |
| County: | Benton |
| FAP No: | S031(016)e.d.9/30/27 |

Enclosed is the State's Offer for your consideration. If you accept the State's Offer, the following documents require execution as noted below and returned to my attention in order to process the closing paperwork and issue payment:

- Permanent Easement - This document must be signed in the presence of a notary public.
- Terms of State's Offer - This document must be signed and dated.
- Taxpayer Identification Form W-9 – Due to IRS requirements, this form is required for the State to issue payment. Please complete the form with the appropriate information (including the address for the check to be sent to) and sign/date where indicated.
- Provide authority for transaction and authority to sign

Notary services are available if needed. Please send executed original documents to my attention as follows:

Oregon Department of Transportation
Attn: Diane McLaughlin
455 Airport Rd SE Bldg. B
Salem, Or 97301

If you have any questions or concerns, please feel free to contact me directly at (503) 986-2604 or by email at diane.mclaughlin@odot.state.or.us. Thank you for your cooperation in this matter.

Sincerely,

Diane McLaughlin
Right of Way Agent



Oregon

Tina Kotek, Governor

M.1.b

Department of Transportation

Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6, 2023

CITY OF LINCOLN CITY, OREGON, a
municipal corporation of the State of
Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|------------------------------------------------------------------------------|
| File No.: | 9878-078 |
| Grantor: | CITY OF LINCOLN CITY, OREGON, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

The Oregon Department of Transportation (ODOT) plans to proceed with the US101 curb ramps (Lincoln City/Lincoln Beach) project. As part of this project, we need to acquire a 21 SF Permanent Easement for Highway Right of Way Purposes and a 96 SF Temporary Easement for Work Area from your property. A determination of just compensation for the needed portion of your property has been made by a qualified appraiser based on market information. This compensation amount is outlined in the attached "Acquisition Summary Statement." This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

If you have any questions or concerns, please call me at (503) 986-2604 or toll free at (888) 769-7342. I am also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,



Diane McLaughlin
Right of Way Agent

ACQUISITION SUMMARY STATEMENT

M.1.b

December 6, 2023

| | |
|------------------|------------------------------------------------------------------------------|
| File No.: | 9878-078 |
| Grantor: | CITY OF LINCOLN CITY, OREGON, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

| Valuation | Comment | Value |
|---------------------------------|-------------------------|--------------|
| Land: | | \$687 |
| Improvements: | 10 Sf of asphalt paving | \$63 |
| Other: | | \$0 |
| Damages: | | \$0 |
| TOTAL JUST COMPENSATION: | | \$750 |

| | | |
|-----------------------|------|-----|
| Uneconomic Remainder: | None | \$0 |
| Fencing Allowance: | None | \$0 |

| LAND ACQUIRED: | | |
|-----------------------|---------------------------------------------------|-----------------------|
| Parcel # | Rights to be Acquired | Area of Taking |
| Parcel 1 | Permanent Easement: Highway Right of Way Purposes | 21 Sq Ft |
| Parcel 2 | Temporary Easement: Work Area | 96 Sq Ft |

NOTICE TO VACATE:

Written notice will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

| APPRAISAL INFORMATION: | |
|--------------------------------|------------------|
| Appraisal/Valuation By: | Kyle Hayes |
| Date of Valuation: | October 16, 2023 |
| Value: | \$400 |
| Date Written: | November 8, 2023 |

December 06, 2023

Benefit Determination For:

CITY OF LINCOLN CITY, OREGON, a
municipal corporation of the State of Oregon

| | |
|------------------|---------------------------------------------------------------------------------|
| File No.: | 9878-078 |
| Grantor: | CITY OF LINCOLN CITY, OREGON, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person***, for additional information concerning this assistance.

- RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
- SEARCH EXPENSES** in locating a new site, not to exceed \$2,500. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
- ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
- MOVING COST - BASED ON ESTIMATES:** A payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
- COMMERCIAL MOVE COST:** A payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
- REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$25,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
- FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$40,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
- YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
- RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 60 days of this notification.

File: 9878078
Map: RW9878M

PERMANENT EASEMENT

CITY OF LINCOLN CITY, OREGON, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$750.00, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated September 01, 2023**, attached hereto and by this reference made a part hereof.

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 September 01, 2023**, 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.

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.

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 #: 071115db-11300

Property Address: 798 SW Galley Ave
Lincoln City OR 97367

File: 9878078
Map: RW9878M

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 ____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF LINCOLN CITY, OREGON, a municipal corporation of the State of Oregon

By_____

By_____ Authorized Signer

STATE OF OREGON, County of _____

Dated _____ 20____. Personally appeared _____ who, being sworn, stated that he/she is the _____ of the City of Lincoln City, Oregon, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the ____ day of _____, 20____.

Notary Public for Oregon
My Commission expires_____

Accepted on behalf of the Oregon Department of Transportation

PARCEL 1 – Permanent Easement for Highway Right of Way Purposes

A parcel of land lying in Lot 1, Block 1, HEMLOCK CABIN SITES, City of Lincoln City, Lincoln County, Oregon; the said parcel being that portion of that property described in that Special Warranty Deed – Statutory Form to the City of Lincoln City, recorded December 26, 1991 in Lincoln County Book of Records in Book 238, Page 1180; the said parcel being that portion of said property included in a strip of land variable in width, located on the Westerly side of the center line of the relocated Oregon Coast Highway, which center line is described as follows:

Beginning at Engineer’s center line Station “K” 945+56.52, said station being 1,774.74 feet North and 1,824.31 feet West of the Southeast corner of Section 15, Township 7 South, Range 11 West, W.M.; thence South 47°49’32” East 144.80 feet; thence on a 2,082.94 foot radius curve right (the long chord of which bears South 21°2’48” East 1,876.94 feet) 1,947.06 feet; thence South 5°43’57” West 1,013.15 feet to Engineer’s center line Station “K” 976+61.53.

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

| Station | to | Station | Width on Westerly Side of Center Line |
|---------------|----|---------------|---------------------------------------|
| “K” 948+25.00 | | “K” 948+41.00 | 52.00 |
| “K” 948+41.00 | | “K” 948+47.00 | 52.00 in a straight line to 50.00 |

Bearings are based on the Oregon Coordinate Reference System – Oregon Coast Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 21 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 Lot 1, Block 1, HEMLOCK CABIN SITES, City of Lincoln City, Lincoln County, Oregon; the said parcel being that portion of that property described in that Special Warranty Deed – Statutory Form to the City of Lincoln City, recorded December 26, 1991 in Lincoln County Book of Records in Book 238, Page 1180; the said parcel being that portion of said property included in a strip of land variable in width, located on the Westerly side of the center line of the relocated Oregon Coast Highway, 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 Westerly Side of Center Line |
|---------------|----|---------------|---------------------------------------|
| "K" 948+25.00 | | "K" 948+63.00 | 63.00 in a straight line to 50.00 |

EXCEPT therefrom Parcel 1.

This parcel of land contains 96 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew Joseph Silbernagel

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024
SIGNED: 09/05/2023

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)

this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____(attached)

this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government’s police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **10 SF of asphalt paving.**

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: _____.

E. Fencing on the Property.

Will not be affected.

Will be replaced as follows: _____.

Will not be replaced.

F. Other terms of offer:

ODOT will protect the asphalt paving within the temporary easement as part of the project. ODOT will replace in like kind the concrete sidewalk within the temporary easement and permanent easement. The State will not occupy the three year easement more than one year.

- 5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder’s office.
- 6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the

property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[\[See attached Signature page\]](#)

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION



11/30/2023

David Thiessen

Date

CITY OF LINCOLN CITY, OREGON, a
municipal corporation of the State of Oregon

Date

FIRST AMERICAN TITLE

Property Research Report

SUBJECT PROPERTY

798 SW Galley Ave
R136555
071115DB1130000
Lincoln

OWNER

City Of Lincoln City

DATE PREPARED

Date: 12/20/2022

PREPARED BY

nromano@firstam.com



First American Title

Customer Service Department

503.219.8746

cs.oregon@firstam.com

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First American Title

Customer Service Department
503.219.8746
cs.oregon@firstam.com
Date: 12/20/2022

OWNERSHIP INFORMATION

Owner: City Of Lincoln City

Parcel #: R136555

CoOwner:

Ref Parcel #: 071115DB1130000

Site: 798 SW Galley Ave Lincoln City OR 97367

TRS: 07S / 11W / 15 / SE

Mail: PO Box 50 Lincoln City OR 97367

County: Lincoln

PROPERTY DESCRIPTION

Map Grid:
Census Tract: 950400 Block: 1063
Neighborhood: L316
School Dist: Lincoln County School District
Impr Type:
Subdiv/Plat: Hemlock Cabin Sites
Land Use: 942 - Partially Exempt City Property
Std Land Use: MGOV - Governmental, Public
Zoning: G-C - General Commercial
Lat/Lon: 44.96136383 / -124.01561148
Watershed: Rock Creek-Frontal Pacific Ocean
Legal: HEMLOCK CABIN SITES, BLOCK 1,2,PTN VAC
ST & PTN BLK 19, ROOSEVELT BY THE SEA,
PARTIALLY EXEMPT ACCOUNT, MF238-1180

ASSESSMENT AND TAXATION

Market Land: \$737,280.00
Market Impr: \$7,790,280.00
Market Total: \$8,527,560.00 (2022)
% Improved: 91.00%
Assessed Total: \$0.00 (2022)
Levy Code: 402
Tax: \$0.00 (2022)
Millage Rate: 17.0976
Exemption:
Exemption Type:

PROPERTY CHARACTERISTICS

| | | |
|-----------------|--------------------------|--------------------------|
| Bedrooms: | Total SqFt: 118,172 SqFt | Year Built: 1800 |
| Baths, Total: | First Floor: | Eff Year Built: |
| Baths, Full: | Second Floor: | Lot Size Ac: 1.24 Acres |
| Baths, Half: | Basement Fin: | Lot Size SF: 54,014 SqFt |
| Total Units: | Basement Unfin: | Lot Width: |
| # Stories: | Basement Total: | Lot Depth: |
| # Fireplaces: | Attic Fin: | Roof Material: |
| Cooling: | Attic Unfin: | Roof Shape: |
| Heating: | Attic Total: | Ext Walls: |
| Building Style: | Garage: | Const Type: |

SALES AND LOAN INFORMATION

| Owner | Date | Doc # | Sale Price | Deed Type | Loan Amt | Loan Type |
|----------------------|------------|------------|--------------|-----------|----------|-----------|
| | 11/09/1991 | | \$825,000.00 | | | Conv/Unk |
| City Of Lincoln City | 11/09/1991 | MF238-1180 | \$825,000.00 | Deed | | Conv/Unk |

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

SPECIAL WARRANTY DEED—STATUTORY FORM
CORPORATE GRANTOR

BOOK 238 PAGE 1180

SUPERIOR BANK FSB, FKA LYONS SAVINGS AND LOAN ASSOCIATION a corporation duly organized and existing under the laws of the State of _____, Grantor, conveys and specially warrants to CITY OF LINCOLN CITY, A MUNICIPAL CORPORATION

Grantee, the following described real property free of encumbrances created or suffered by the grantor except as specifically set forth herein, situated in LINCOLN County, Oregon, to-wit:

ALL OF GRANTOR'S INTEREST IN THE PROPERTY DESCRIBED ON EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (100% OF GRANTORS 55% INTEREST IN THE TOTAL PROPERTY)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The said property is free of all encumbrances created or suffered by the Grantor except COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS AND EASEMENTS OF RECORD, IF ANY

The true consideration for this conveyance is \$ 825,000.00 (Here comply with the requirements of ORS 93.030)

Done by order of the grantor's board of directors with its corporate seal affixed on November 19, 1991

THIS INSTRUMENT WILL 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 APPROVED USES.

SUPERIOR BANK FSB, FKA LYONS SAVINGS AND LOAN

By Alan Chambers Int. Vice-President

By William Bracker Secretary

Decrees
STATE OF OREGON, County of Lincoln ss: November 19, 1991
Personally appeared Alan Chambers and William Bracker
who, each being first duly sworn, did say that the former is the Asst. V. President and that the latter is the Secretary of Superior Bank FSB
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Before me: Shirley Blaska
Notary Public for Oregon; My commission expires: 7-8-95

SPECIAL WARRANTY DEED

SUPERIOR BANK FSB GRANTOR
CITY OF LINCOLN CITY GRANTEE

GRANTEE'S ADDRESS, ZIP

After recording return to:

CITY OF LINCOLN CITY
ATTN: JOAN CHAMBERS
PO BOX 50
LINCOLN CITY, OR 97367
NAME, ADDRESS, ZIP

Until a change is requested, all tax statements shall be sent to the following address:

CITY OF LINCOLN CITY
ATTN: CITY RECORDER
PO BOX 50
LINCOLN CITY, OR 97367
NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, } ss.
County of _____ }

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____M., and recorded in book/reel/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE
By _____ Deputy

SECURITY TITLE & ESCROW CO. 1612

308 RV-2

238 PAGE 1181

PARCEL 1: All of Block 19, ROOSEVELT BY THE SEA, in Lincoln County, Oregon.

Together with that portion of vacated S.W. 8th Street which inured thereto by Ordinance No. 79-19, recorded December 6, 1979 in Volume 108, page 149, Film Records.

Also together with that portion of vacated S.W. Harbor Avenue which inured thereto by Ordinance No. 79-19, recorded December 6, 1979 in Volume 108, page 149, Film Records.

PARCEL 2: All of Block 1 and all of Block 2, HEMLOCK CABIN SITES, being a re-subdivision of Blocks 11 and 12 of Camp Roosevelt, in Lincoln County, Oregon.

Excepting any portion falling in the Oregon Coast Highway, but including the easterly 20 feet of vacated Spruce Street, which inured to Lot 1, Block 2 of Hemlock Cabin Sites by Vacation recorded April 15, 1947 in Book 117, page 68, Deed Records.

Also including vacated Hemlock Street which inured to said Hemlock Cabin Sites by Ordinance No. 79-10, recorded June 25, 1979 in Volume 102, page 269, Film Records.

Also together with that portion of vacated 8th Street which inured thereto by Ordinance No. 79-19 recorded December 6, 1979 in Volume 108, page 149, Film Records.

PARCEL 3: All of Block 20, ROOSEVELT BY THE SEA, in Lincoln County, Oregon.

Together with that portion of vacated S.W. 9th Street which inured thereto by Ordinance No. 79-16, recorded November 9, 1979 in Volume 107, page 709, Film Records.

Also together with that portion of vacated Harbor Avenue which inured thereto by Ordinance No. 79-19, recorded December 6, 1979 in Volume 108, page 149, Film Records.

Excepting therefrom that portion lying in the Oregon Coast Highway.

PARCEL 4: Lots 1 and 2, Block 13, CAMP ROOSEVELT, in Lincoln County, Oregon.



STATE OF OREGON } ss.
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 238 Page 1180

WITNESS my hand and seal of said office attested,
DANA W. JENKINS, County Clerk

By [Signature] Deputy

Doc : 6072215
Rect : 25383 20.00
12/26/1991 02:25:43PM ST

308 RV-2



First American Title

Customer Service Department
503.219.8746
cs.oregon@firstam.com
Date: 12/20/2022

OWNERSHIP INFORMATION

Owner: City Of Lincoln City/State Of Or Emp Dept
CoOwner:

Parcel #: R522963
Ref Parcel #: 071115DB113000
0

Site: Lincoln City OR 97367
Mail: 875 Union St NE Salem OR 97311

TRS: 07S / 11W / 15 / SE
County: Lincoln

PROPERTY DESCRIPTION

Map Grid:
Census Tract: 950400 Block: 1063
Neighborhood: L316
School Dist: Lincoln County School District
Impr Type:
Subdiv/Plat: Hemlock Cabin Sites
Land Use: 963 - State owned - Taxable leased property
Std Land Use: MGOV - Governmental, Public
Zoning: G-C - General Commercial
Lat/Lon: 44.96136383 / -124.01561148
Watershed: Rock Creek-Frontal Pacific Ocean
Legal: HEMLOCK CABIN SITES, BLOCK 1,2,PTN VAC
ST & ROOSEVELT BY THE SEA, PTN BLK 19,
LOT LEASE ONLY, M-7689

ASSESSMENT AND TAXATION

Market Land: \$5,970.00
Market Impr: \$51,100.00
Market Total: \$57,070.00 (2022)
% Improved: 90.00%
Assessed Total: \$0.00 (2022)
Levy Code: 402
Tax: \$0.00 (2022)
Millage Rate: 17.0976
Exemption:
Exemption Type:

PROPERTY CHARACTERISTICS

| | | |
|-----------------|-------------------------|-------------------------|
| Bedrooms: | Total SqFt: 59,086 SqFt | Year Built: 1800 |
| Baths, Total: | First Floor: | Eff Year Built: |
| Baths, Full: | Second Floor: | Lot Size Ac: 0.01 Acres |
| Baths, Half: | Basement Fin: | Lot Size SF: 436 SqFt |
| Total Units: | Basement Unfin: | Lot Width: |
| # Stories: | Basement Total: | Lot Depth: |
| # Fireplaces: | Attic Fin: | Roof Material: |
| Cooling: | Attic Unfin: | Roof Shape: |
| Heating: | Attic Total: | Ext Walls: |
| Building Style: | Garage: | Const Type: |

SALES AND LOAN INFORMATION

| Owner | Date | Doc # | Sale Price | Deed Type | Loan Amt | Loan Type |
|-------|------|-------|------------|-----------|----------|-----------|
| | | | | | | |

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



Oregon

Tina Kotek, Governor

M.1.c

Department of Transportation
Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6th, 2024

CITY OF LINCOLN CITY, a municipal
corporation of the State of Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|----------------------------------------------------------|
| File No.: | 9878-084 |
| Grantor: | URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON |
| Section: | US20/OR34/OR99W: Harrison Blvd. (Corvallis) |
| Highway: | 031 - ALBANY-CORVALLIS |
| County: | Benton |
| FAP No: | S031(016)e.d.9/30/27 |

Enclosed is the State's Offer for your consideration. If you accept the State's Offer, the following documents require execution as noted below and returned to my attention in order to process the closing paperwork and issue payment:

- Permanent Easement - This document must be signed in the presence of a notary public.
- Terms of State's Offer - This document must be signed and dated.
- Taxpayer Identification Form W-9 – Due to IRS requirements, this form is required for the State to issue payment. Please complete the form with the appropriate information (including the address for the check to be sent to) and sign/date where indicated.
- Provide authority for transaction and authority to sign

Notary services are available if needed. Please send executed original documents to my attention as follows:

Oregon Department of Transportation
Attn: Diane McLaughlin
455 Airport Rd SE Bldg. B
Salem, Or 97301

If you have any questions or concerns, please feel free to contact me directly at (503) 986-2604 or by email at diane.mclaughlin@odot.state.or.us. Thank you for your cooperation in this matter.

Sincerely,

Diane McLaughlin
Right of Way Agent



Oregon

Tina Kotek, Governor

M.1.c

Department of Transportation

Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6, 2023

CITY OF LINCOLN CITY, a municipal corporation, which took title as City of Lincoln City, a political subdivision of the State of Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| File No.: | 9878-084 |
| Grantor: | CITY OF LINCOLN CITY, a municipal corporation, which took title as City of Lincoln City, a political subdivision of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

The Oregon Department of Transportation (ODOT) plans to proceed with the US101 curb ramps (Lincoln City/Lincoln Beach) project. As part of this project, we need to acquire a 123 SF Permanent Easement for Right of Way Purposes and a 187 SF Temporary Easement for Work Area from your property. A determination of just compensation for the needed portion of your property has been made by a qualified appraiser based on market information. This compensation amount is outlined in the attached "Acquisition Summary Statement." This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

If you have any questions or concerns, please call me at (503) 986-2604 or toll free at (888) 769-7342. I am also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,



Diane McLaughlin
Right of Way Agent

ACQUISITION SUMMARY STATEMENT

M.1.c

December 6, 2023

| | |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| File No.: | 9878-084 |
| Grantor: | CITY OF LINCOLN CITY, a municipal corporation, which took title as City of Lincoln City, a political subdivision of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

| Valuation | Comment | Value |
|---------------------------------|----------------|----------------|
| Land: | | \$1,900 |
| Improvements: | | \$0 |
| Other: | | \$0 |
| Damages: | | \$0 |
| TOTAL JUST COMPENSATION: | | \$1,900 |

| | | |
|-----------------------|------|-----|
| Uneconomic Remainder: | None | \$0 |
| Fencing Allowance: | None | \$0 |

| Parcel # | Rights to be Acquired | Area of Taking |
|-----------------|---------------------------------------------------|-----------------------|
| Parcel 1 | Permanent Easement: Highway Right of Way Purposes | 123 Sq Ft |
| Parcel 2 | Temporary Easement: Work Area | 187 Sq Ft |

NOTICE TO VACATE:

Written notice will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

| APPRAISAL INFORMATION: | |
|--------------------------------|------------------|
| Appraisal/Valuation By: | Kyle Hayes |
| Date of Valuation: | October 16, 2023 |
| Value: | \$1,900 |
| Date Written: | November 9, 2023 |

December 06, 2023

Benefit Determination For:

CITY OF LINCOLN CITY, a municipal corporation, which took title as City of Lincoln City, a political subdivision of the State of Oregon

| | |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| File No.: | 9878-084 |
| Grantor: | CITY OF LINCOLN CITY, a municipal corporation, which took title as City of Lincoln City, a political subdivision of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person***, for additional information concerning this assistance.

- RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
- SEARCH EXPENSES** in locating a new site, not to exceed \$2,500. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
- ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
- MOVING COST - BASED ON ESTIMATES:** A payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
- COMMERCIAL MOVE COST:** A payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
- REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$25,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
- FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$40,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
- YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
- RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 60 days of this notification.

File: 9878084
Map: RW9878M

PERMANENT EASEMENT

CITY OF LINCOLN CITY, a municipal corporation, which took title as **City of Lincoln City**, a political subdivision of the **State of Oregon**, Grantor, for the true and actual consideration of \$ **1,900.00**, does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated August 28, 2023**, attached hereto and by this reference made a part hereof.

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 August 28, 2023**, 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.

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.

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 #: 071127ba-12102

Property Address: N/A

File: 9878084
Map: RW9878M

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 ____ day of _____, 20____.

APPROVED AS TO FORM:

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

By_____

By_____ Authorized Signer

STATE OF OREGON, County of _____

Dated _____ 20____. Personally appeared _____ who, being sworn, stated that he/she is the _____ of the City of Lincoln City, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the _____ day of _____, 20____.

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

PARCEL 1 – Permanent Easement for Highway Right of Way Purposes

A parcel of land lying in the NE1/4NW1/4 of Section 27, Township 7 South, Range 11 West, W.M., City of Lincoln City, Lincoln County, Oregon; the said parcel being that portion of that property described in that Warranty Deed to the City of Lincoln City, recorded January 27, 2000 in Lincoln County Book of Records in Book 396, Page 1050; the said parcel being that portion of said property included in a strip of land variable in width, located on the Easterly side of the center line of the relocated Oregon Coast Highway, which center line is described as follows:

Beginning at Engineer’s center line Station “WD” 1017+45.37, said station being 418.88 feet North and 103.22 feet East of the north one quarter of Section 27, Township 7 South, Range 11 West, W.M.; thence South 38°23’04” West 375.41 feet; thence on a 180.00 foot spiral curve left (the long chord of which bears South 36°50’4” West 179.95 feet) 180.00 feet; thence on a 1,108.95 foot radius curve left (the long chord of which bears South 14°55’34” West 715.06 feet) 728.07 feet; thence South 3°52’56” East 135.03 feet to Engineer’s center line Station “WD” 1031+63.88.

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

| <u>Station</u> | to | <u>Station</u> | <u>Width on Easterly Side of Center Line</u> |
|-----------------|----|-----------------|----------------------------------------------|
| “WD” 1023+82.00 | | “WD” 1024+30.00 | 85.00 in a straight line to 88.00 |
| “WD” 1024+30.00 | | “WD” 1024+48.00 | 88.00 in a straight line to 76.00 |

Bearings are based on the Oregon Coordinate Reference System – Oregon Coast Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 123 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 NE1/4NW1/4 of Section 27, Township 7 South, Range 11 West, W.M., City of Lincoln City, Lincoln County, Oregon; the said parcel being that portion of that property described in that Warranty Deed to the City of Lincoln City, recorded January 27, 2000 in Lincoln County Book of Records in Book 396, Page 1050; the said parcel being that portion of said property included in a strip of land variable in width, located on the Easterly side of the center line of the relocated Oregon Coast Highway, which center line is described in Parcel 1.

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

| <u>Station</u> | to | <u>Station</u> | <u>Width on Easterly Side of Center Line</u> |
|-----------------|----|-----------------|----------------------------------------------|
| "WD" 1023+82.00 | | "WD" 1024+30.00 | 100.00 in a straight line to 100.00 |
| "WD" 1024+30.00 | | "WD" 1024+54.00 | 100.00 in a straight line to 78.00 |

EXCEPT therefrom Parcel 1.

This parcel of land contains 187 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew Joseph Silbernagel
OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024
SIGNED: 08/28/2023

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)

this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____(attached)

this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government’s police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **NA**.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: _____.

E. Fencing on the Property.

Will not be affected.

Will be replaced as follows: _____.

Will not be replaced.

F. Other terms of offer:

The State will not occupy the three year easement more than one year.

- 5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder’s office.
- 6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[\[See attached Signature page\]](#)

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

**STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION**



11/30/2023

David Thiessen

Date

CITY OF LINCOLN CITY, a municipal
corporation, which took title as City of Lincoln
City, a political

Date

FIRST AMERICAN TITLE

Property Research Report

SUBJECT PROPERTY

R514047
071127BA1210200
Lincoln

OWNER

Lincoln City Urban Renewal
Agency

DATE PREPARED

Date: 12/21/2022

PREPARED BY

nromano@firstam.com



First American Title

Customer Service Department

503.219.8746

cs.oregon@firstam.com

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IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT, IF ANY. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



First American Title

Customer Service Department
503.219.8746
cs.oregon@firstam.com
Date: 12/21/2022

OWNERSHIP INFORMATION

Owner: Lincoln City Urban Renewal
CoOwner: Agency

Parcel #: R514047
Ref Parcel #: 071127BA121020
0

Site: Lincoln City OR 97367
Mail: PO Box 50 Lincoln City OR 97367

TRS: 07S / 11W / 27 / NW
County: Lincoln

PROPERTY DESCRIPTION

Map Grid:
Census Tract: 950400 Block: 2026
Neighborhood: L312
School Dist: Lincoln County School District
Impr Type:
Subdiv/Plat:
Land Use: 940 - Exempt City Vacant Land
Std Land Use: VMSC - Vacant Misc
Zoning: NP-NBD - Nelscott Business District
Lat/Lon: 44.9429687 / -124.02057008
Watershed: Rock Creek-Frontal Pacific Ocean
Legal: TWNSHP 07, RNG 11, ACRES 0.03, MF396-1050
LESS DOC201401327

ASSESSMENT AND TAXATION

Market Land: \$14,550.00
Market Impr: \$0.00
Market Total: \$14,550.00 (2022)
% Improved: 0.00%
Assessed Total: \$0.00 (2022)
Levy Code: 402
Tax: \$0.00 (2022)
Millage Rate: 17.0976
Exemption:
Exemption Type:

PROPERTY CHARACTERISTICS

| | | |
|-----------------|-----------------|-------------------------|
| Bedrooms: | Total SqFt: | Year Built: |
| Baths, Total: | First Floor: | Eff Year Built: |
| Baths, Full: | Second Floor: | Lot Size Ac: 0.03 Acres |
| Baths, Half: | Basement Fin: | Lot Size SF: 1,307 SqFt |
| Total Units: | Basement Unfin: | Lot Width: |
| # Stories: | Basement Total: | Lot Depth: |
| # Fireplaces: | Attic Fin: | Roof Material: |
| Cooling: | Attic Unfin: | Roof Shape: |
| Heating: | Attic Total: | Ext Walls: |
| Building Style: | Garage: | Const Type: |

SALES AND LOAN INFORMATION

| Owner | Date | Doc # | Sale Price | Deed Type | Loan Amt | Loan Type |
|-------|------|-------|------------|-----------|----------|-----------|
|-------|------|-------|------------|-----------|----------|-----------|

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

B396 P1050

WTE #124633-3



| | |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WARRANTY DEED | |
| <u>John M. & Tonne C. Schiess</u> Grantor | State of Oregon |
| <u>City of Lincoln City</u> Grantee | County of _____ |
| After Recording Return to: Kurt Olsen, Director Lincoln City Urban Renewal 801 SW Highway 101 Lincoln City, OR 97367 | I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock __M., and recorded in book/reel/volume No. _____, page _____ or as instrument/fee No. _____, Record of Deeds of said county. |
| Road File No. _____ | Witness my hand and seal of County affixed. |
| Until a change is requested all taxes shall be sent to the following address: _____ | By: _____ Name _____ Title _____ Deputy _____ |

WARRANTY DEED

John M. Schiess and Tonne C. Schiess, grantor, conveys and warrants to the City of Lincoln City, a political subdivision of the State of Oregon, grantee, its successors and assigns, the following described real property free of encumbrances except as specifically set forth herein, situated in Lincoln County, Oregon, to-wit:

See Exhibits "A", "B" and "C" attached to and by reference made a part of this Warranty Deed.

The said property is free from encumbrances except Conditions, Restrictions, Restrictive Covenants and Easements of Record, if any.

THIS INSTRUMENT WILL 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 APPROVED USES.

The true consideration for this conveyance is TWENTY ONE THOUSAND FOUR HUNDRED FORTY ONE AND NO/100 (\$21,441.00) DOLLARS and other valuable consideration

Dated this 18th day of JANUARY, ²⁰⁰⁰/~~1999~~

[Signature]
John M. Schiess
[Signature]
Tonne C. Schiess

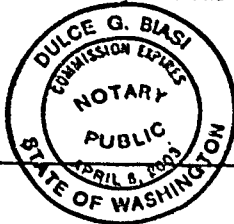
State of Oregon Washington
)ss.
County of Lincoln-Clark

The foregoing conveyance is hereby accepted.
City of Lincoln City

By: [Signature]
Name: DAVID A. STANKE Title: CITY MANAGER

On this 18th day of JANUARY, ²⁰⁰⁰/~~1999~~ before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John M. Schiess and Tonne C. Schiess who are known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



[Signature]
Notary Public - State of Oregon
My Commission Expires: APRIL 6 2003

B396 P1050

WTE #124633-3



| | |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WARRANTY DEED | |
| <u>John M. & Tonne C. Schiess</u> Grantor | State of Oregon County of _____ |
| <u>City of Lincoln City</u> Grantee | I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock __M., and recorded in book/reel/volume No. _____, page _____ or as instrument/fee No. _____, Record of Deeds of said county. |
| After Recording Return to: Kurt Olsen, Director Lincoln City Urban Renewal 801 SW Highway 101 Lincoln City, OR 97367 | Witness my hand and seal of County affixed. |
| Road File No. _____ | |
| Until a change is requested all taxes shall be sent to the following address: _____ | By: _____ Name _____ Title _____ Deputy _____ |

WARRANTY DEED

John M. Schiess and Tonne C. Schiess, grantor, conveys and warrants to the City of Lincoln City, a political subdivision of the State of Oregon, grantee, its successors and assigns, the following described real property free of encumbrances except as specifically set forth herein, situated in Lincoln County, Oregon, to-wit:

See Exhibits "A", "B" and "C" attached to and by reference made a part of this Warranty Deed.

The said property is free from encumbrances except Conditions, Restrictions, Restrictive Covenants and Easements of Record, if any.

THIS INSTRUMENT WILL 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 APPROVED USES.

The true consideration for this conveyance is TWENTY ONE THOUSAND FOUR HUNDRED FORTY ONE AND NO/100 (\$21,441.00) DOLLARS and other valuable consideration

Dated this 18th day of JANUARY, ²⁰⁰⁰/₁₉₉₉

[Signature]
John M. Schiess

[Signature]
Tonne C. Schiess

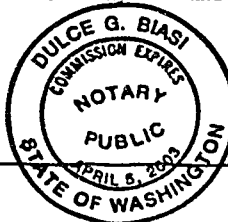
State of Oregon Washington
)ss.
County of Lincoln Clark

The foregoing conveyance is hereby accepted.
City of Lincoln City

By: [Signature]
Name: DAVID A. FAULKNER Title: CITY MANAGER

On this 18th day of January, ²⁰⁰⁰/₁₉₉₉ before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John M. Schiess and Tonne C. Schiess who are known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



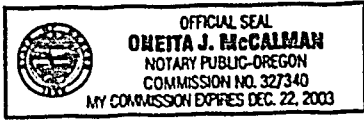
[Signature]
Notary Public - State of Oregon
My Commission Expires: April 5 2003

B396 P1051

STATE OF OREGON)
) ss.
County of Lincoln)

On this 26th day of January, 2000, before me appeared DAVID A. HAWKER, City Manager of the City of Lincoln City, Oregon, and the said instrument was signed in behalf of the City of Lincoln City, a municipal corporation of the State of Oregon, and acknowledge said instrument to the free act and deed of the said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Oheita J. McCalman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/22/03

B396 P1052

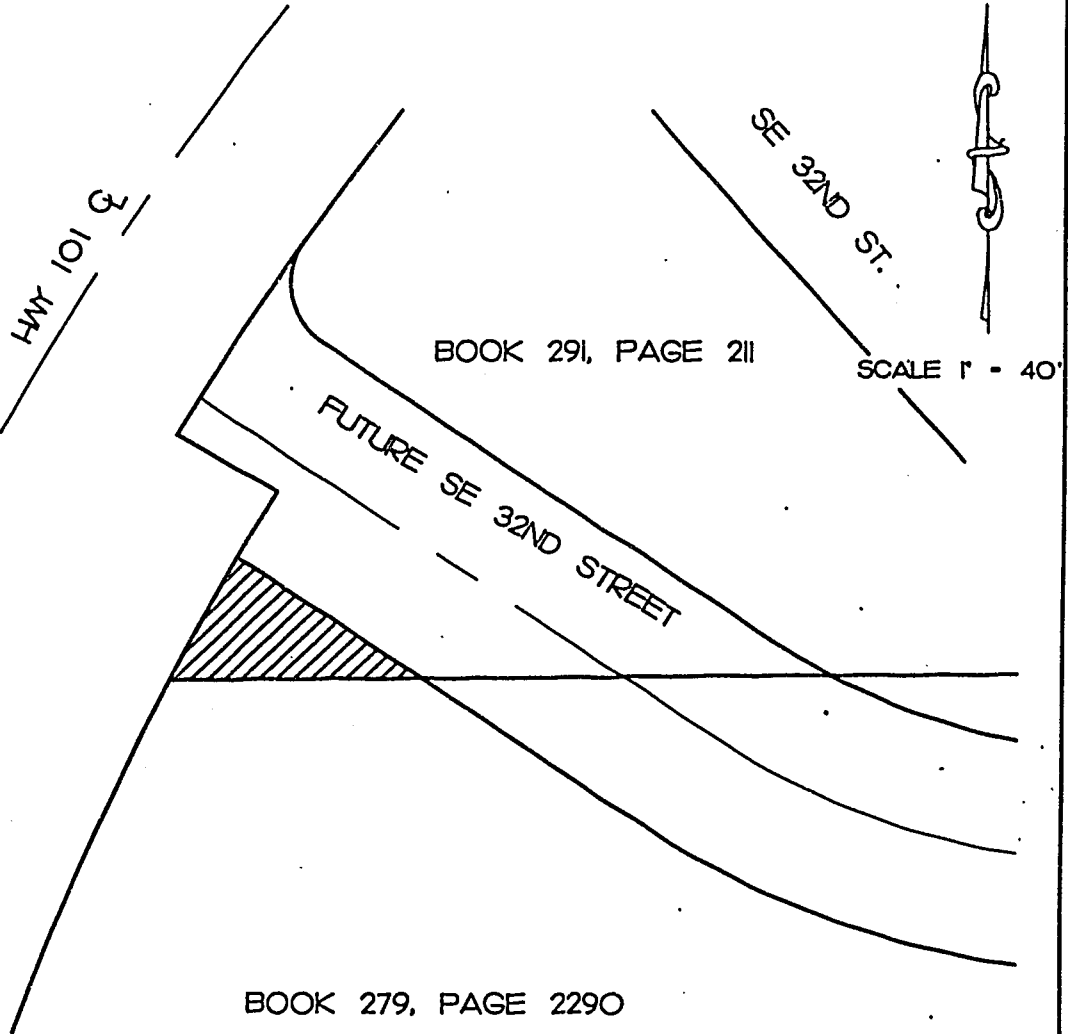
Legal description: EXHIBIT "A"

The following is a tract of land, which is part of that tract described in Book 291, Page 211 of the Lincoln County deed Records and is more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land described in Book 291, Page 211 of the Lincoln County deed Records; thence coincident with the east line of US Highway 101 along an arc of a 884.93 foot radius curve to the right, whose central angle is $2^{\circ}25'01''$ and whose chord bears $N 27^{\circ}40'11'' E$, 37.32 feet to a point; thence leaving said east line $S 55^{\circ}45'56'' E$, 57.76 feet to a point that lies on the south line of said property; thence coincident with said south line $S 89^{\circ}30'15'' W$, 65.08 feet to the point of beginning, all lying in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 7 South, Range 11 West, Willamette Meridian City of Lincoln City, County of Lincoln and State of Oregon and containing 1,076 square feet more or less.

B396 P1053

EXHIBIT 'I'
IN THE NE 1/4 & NW 1/4, SEC. 27, T. 7 S, R. 11 W. W.M.
LINCOLN CITY, LINCOLN COUNTY, OREGON



BOOK 279, PAGE 2290

8396 P1054

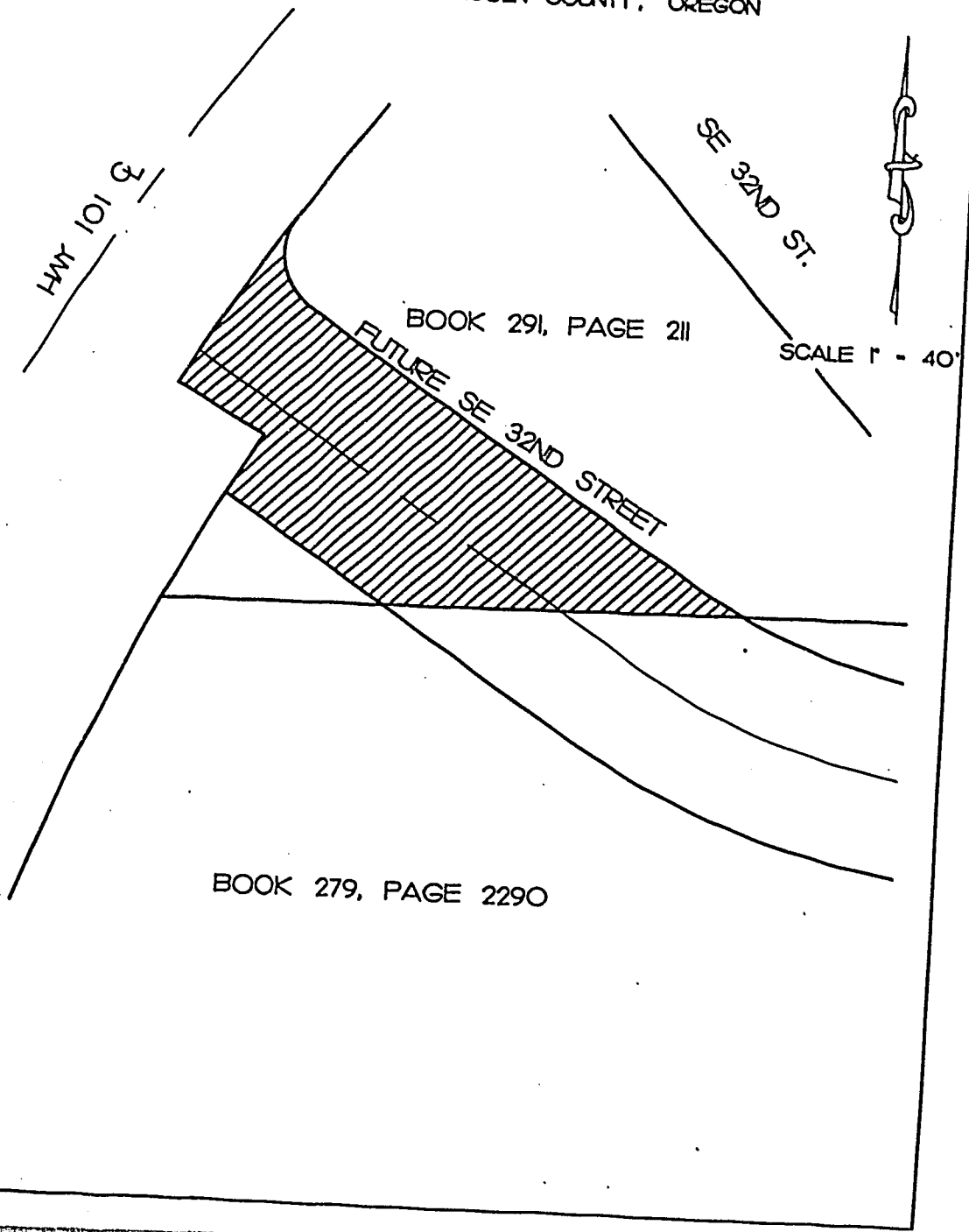
Legal description: EXHIBIT "B"

The following is a tract of land, which is part of that tract described in Book 291, Page 211 of the Lincoln County deed Records and is more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land described in Book 291, Page 211 of the Lincoln County deed Records; thence coincident with the east line of US Highway 101 along an arc of a 884.93 foot radius curve to the right, whose central angle is $2^{\circ}25'01''$ and whose chord bears $N 27^{\circ}40'11'' E$, 37.32 feet to the true point of beginning; thence coincident with the east line of US Highway 101 along an arc of a 884.93 foot radius curve to the right, whose central angle is $1^{\circ}20'39''$ and whose chord bears $N 29^{\circ}33'00'' E$, 20.76 feet to a point; thence $N 59^{\circ}46'40'' W$, 30.00 feet to a point that lies on east line of US Highway 101; thence coincident with the east line of US Highway 101 along an arc of a 914.93 foot radius curve to the right, whose central angle is $3^{\circ}50'42''$ and whose chord bears $N 32^{\circ}08'41'' E$, 61.38 feet to a point; thence along an arc of a 20.00 foot radius curve to the left, whose central angle is $89^{\circ}49'58''$ and whose chord bears $S 10^{\circ}50'57'' E$, 28.24 feet to a point; thence $S 55^{\circ}45'56'' E$, 142.79'; thence along an arc of a 170.00 foot radius curve to the left, whose central angle is $5^{\circ}35'03''$ and whose chord bears $S 58^{\circ}33'27'' E$, 16.56 feet to a point that lies on the south boundary of that certain tract of land described in Book 291, Page 21 of the Lincoln County deed Records; thence coincident with said south boundary $S 89^{\circ}30'15'' W$, 106.73 feet; thence $N 55^{\circ}45'56'' W$, 57.76 feet to the true point of beginning, all lying in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 7 South, Range 11 West, Willamette Meridian City of Lincoln City, County of Lincoln and State of Oregon and containing 7,490 square feet more or less.

B396 P1055

EXHIBIT "2"
IN THE NE 1/4 E NW 1/4, SEC. 27, T. 7 S, R. 11 W. W.M.
LINCOLN CITY, LINCOLN COUNTY, OREGON



B396 P1056

Legal description: EXHIBIT "C"

Commencing at the southwest corner of the that certain tract of land described in Book 291 page 211 of the Lincoln County Deed Records; thence northerly along a 884.93 foot radius curve to the right that is coincident with the easterly right of way of US Highway 101, whose central angle is 3°45'40", whose arc length is 58.09 and whose chord bears N 28°20'30"E, 58.08 feet; thence N 59°46'40" W, 30.00 feet along said highway right of way; thence northerly along a 914.93 foot radius curve to the right that is coincident with the easterly right of way of US Highway 101, whose central angle is 3°50'42", whose arc length is 61.40 and whose chord bears N 32°08'41"E, 61.39 feet to the True Point of Beginning; thence northerly along a 914.93 foot radius curve to the right, that is coincident with the easterly right of way of US Highway 101 and the westerly line of said tract of land, whose central angle is 4°06'21", whose arc length is 65.56 feet and whose chord bears N 36°07'13" E, 65.55 feet to a point that lies on the south right of way line of Southeast 32nd street; thence along a 18.00 foot radius curve to the right that is coincident with the northerly line of said tract of land and the south right of way line of Southeast 32nd Street, whose central angel is 7°06'01", whose arc length is 5.37 feet and whose chord bears N 88°48'37"E; thence S 31°25'21"W, 91.18 feet to a point; thence S 1°32'26" E, 20.06 feet to a point that lies on the northerly right of way line of the proposed Southeast 32nd Street relocation; thence N 55°45'56"W, 4.02 feet along the northerly right of way line of said proposed Southeast 32nd Street; thence along a 20.00 foot radius curve to the right that is coincident with the northerly line of said relocated 32nd Street, whose central angle is 89°49'58", whose arc length is 31.36 feet and whose chord bears N 10°50'57" W, 28.24 feet, all lying in the NW ¼ Section 27, Township 7 South, Range 11 West, Willamette Meridian, Lincoln City, Lincoln County, Oregon and containing 1011 square feet more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Leonard L. Smith

OREGON
ESTABLISHED 1917
LEONARD L. SMITH
1329

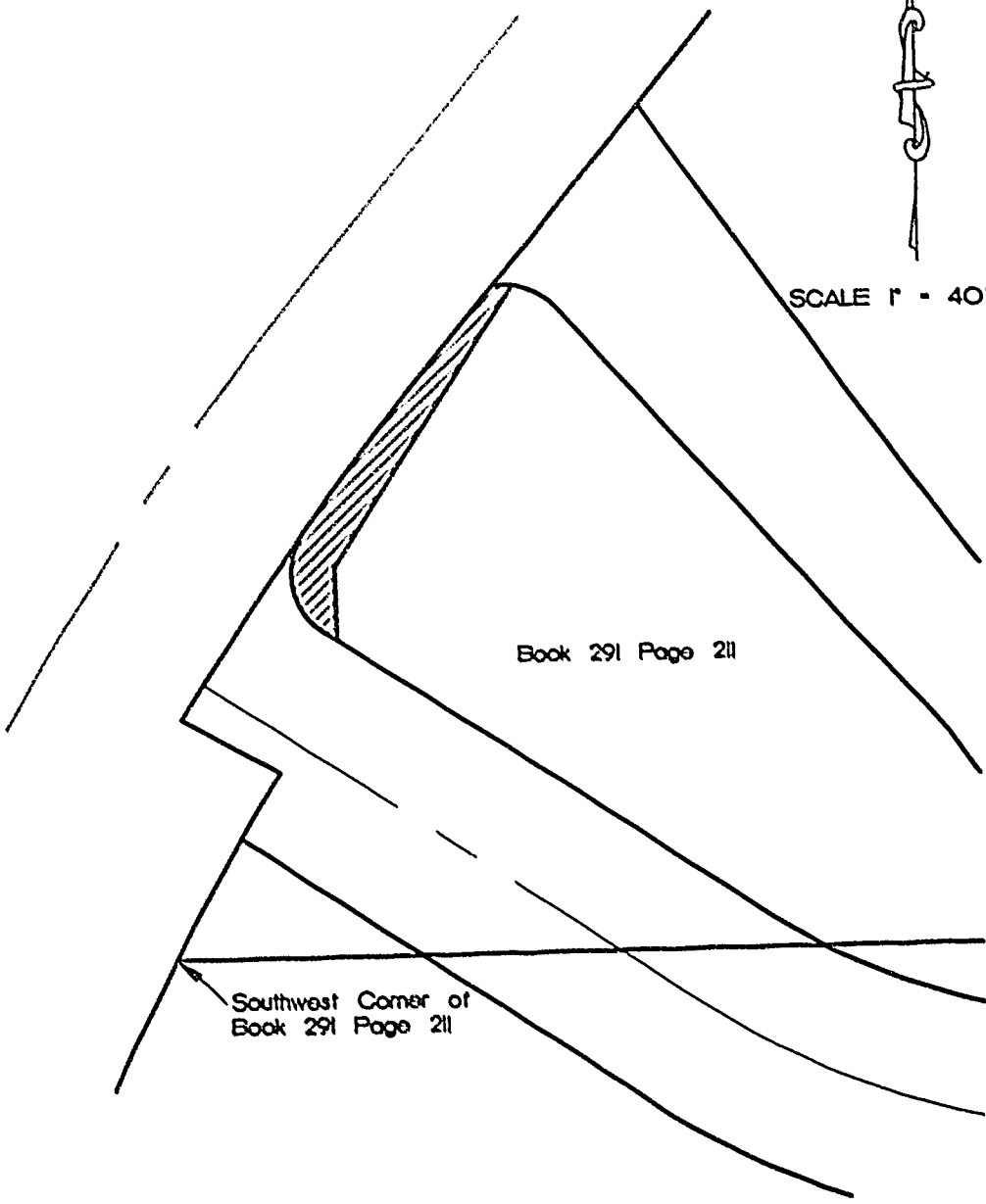
Exp. 6-30-00

B396 P1057

EXIST '10'
IN THE NE 1/4 & NW 1/4, SEC. 27, T. 7 S. R. 11 W. W.
LINCOLN CITY, LINCOLN COUNTY, OREGON



SCALE 1" = 40'



Book 291 Page 211

Southwest Corner of
Book 291 Page 211


B396 P1058

STATE OF OREGON) ss.
County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

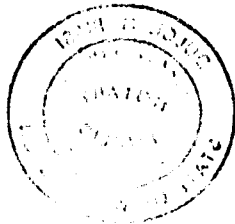
Book 396 Page 1058

WITNESS my hand and seal of said office affixed.


DANA W. JENKINS, Lincoln County Clerk



Doc : 6222693
Rect: 98933 57.00
01/27/2000 02:39:16pm





Oregon

Tina Kotek, Governor

Department of Transportation
Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6, 2023

CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|----------------------------------------------------------|
| File No.: | 9878-104 |
| Grantor: | URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON |
| Section: | US20/OR34/OR99W: Harrison Blvd. (Corvallis) |
| Highway: | 031 - ALBANY-CORVALLIS |
| County: | Benton |
| FAP No: | S031(016)e.d.9/30/27 |

Enclosed is the State's Offer for your consideration. If you accept the State's Offer, the following documents require execution as noted below and returned to my attention in order to process the closing paperwork and issue payment:

- Temporary Easement - This document must be signed in the presence of a notary public.
- Terms of State's Offer - This document must be signed and dated.
- Taxpayer Identification Form W-9 – Due to IRS requirements, this form is required for the State to issue payment. Please complete the form with the appropriate information (including the address for the check to be sent to) and sign/date where indicated.
- Provide authority for transaction and authority to sign

Notary services are available if needed. Please send executed original documents to my attention as follows:

Oregon Department of Transportation
Attn: Diane McLaughlin
455 Airport Rd SE Bldg. B
Salem, Or 97301

If you have any questions or concerns, please feel free to contact me directly at (503) 986-2604 or by email at diane.mclaughlin@odot.state.or.us. Thank you for your cooperation in this matter.

Sincerely,

Diane McLaughlin
Right of Way Agent



Oregon

Tina Kotek, Governor

Department of Transportation

Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

December 6, 2023

THE CITY OF LINCOLN CITY, a
municipal corporation of the State of
Oregon
PO Box 50
Lincoln City, Oregon 97367

| | |
|------------------|--------------------------------------------------------------------------|
| File No.: | 9878-104 |
| Grantor: | THE CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

The Oregon Department of Transportation (ODOT) plans to proceed with the US101 curb ramps (Lincoln City/Lincoln Beach) project. As part of this project, we need to acquire a 148 SF Temporary Easement for Work Area from your property. A determination of just compensation for the needed portion of your property has been made by a qualified appraiser based on market information. This compensation amount is outlined in the attached "Acquisition Summary Statement." This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

If you have any questions or concerns, please call me at (503) 986-2604 or toll free at (888) 769-7342. I am also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,



Diane McLaughlin
Right of Way Agent

December 06, 2023

Benefit Determination For:

THE CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon

| | |
|------------------|--------------------------------------------------------------------------|
| File No.: | 9878-104 |
| Grantor: | THE CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person***, for additional information concerning this assistance.

- RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
- SEARCH EXPENSES** in locating a new site, not to exceed \$2,500. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
- ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
- MOVING COST - BASED ON ESTIMATES:** A payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
- COMMERCIAL MOVE COST:** A payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
- REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$25,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
- FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$40,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
- YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
- RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 60 days of this notification.

ACQUISITION SUMMARY STATEMENT

M.1.d

December 6, 2023

| | |
|------------------|--------------------------------------------------------------------------|
| File No.: | 9878-104 |
| Grantor: | THE CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon |
| Section: | US101 curb ramps (Lincoln City/Lincoln Beach) |
| Highway: | 009 - OREGON COAST |
| County: | Lincoln |
| FAP No.: | S009(521)e.d.12/31/27 |

| Valuation | Comment | Value |
|---------------------------------|----------------|--------------|
| Land: | | \$750 |
| Improvements: | | \$0 |
| Other: | | \$0 |
| Damages: | | \$0 |
| TOTAL JUST COMPENSATION: | | \$750 |

| | | |
|-----------------------|------|-----|
| Uneconomic Remainder: | None | \$0 |
| Fencing Allowance: | None | \$0 |

| LAND ACQUIRED: | | |
|-----------------------|-------------------------------|-----------------------|
| Parcel # | Rights to be Acquired | Area of Taking |
| Parcel 1 | Temporary Easement: Work Area | 148 Sq Ft |

NOTICE TO VACATE:

Written notice will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

| APPRAISAL INFORMATION: | |
|--------------------------------|-------------------|
| Appraisal/Valuation By: | Kyle Hayes |
| Date of Valuation: | October 16, 2023 |
| Value: | \$300 |
| Date Written: | November 13, 2023 |

TEMPORARY EASEMENT

THE CITY OF LINCOLN CITY, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$ 750.00, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property described on **Exhibit "A" dated August 17, 2023**, 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 property, 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.

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.

File 9878104
Map RW9878M

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.

Dated this _____ day of _____, 20_____.

APPROVED AS TO FORM:

THE CITY OF LINCOLN CITY, a municipal corporation of the
State of Oregon

By_____

By_____
Authorized Signer

STATE OF OREGON, County of _____

Dated _____ 20_____. Personally appeared _____ who, being sworn, stated that he/she is the _____ of the City of Lincoln City, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the _____ day of _____, 20_____.

Notary Public for Oregon
My Commission expires_____

Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the SW¼SE¼ of Section 27, Township 7 South, Range 11 West, W.M., City of Lincoln City, Lincoln County, Oregon; the said parcel being that portion of that property described in that Quit Claim Deed to City of Lincoln City, recorded September 27, 2017 in Lincoln County Book of Records as Instrument No. 201709403; the said parcel being that portion of said property included in a strip of land variable in width, located on the Southwesterly side of the center line of the relocated Oregon Coast Highway, which center line is described as follows:

Beginning at Engineer’s center line Station “N” 1050+53.32, said station being 2,915.02 feet North and 1,038.56 feet West of the South one quarter corner of Section 27, Township 7 South, Range 11 West, W.M.; thence South 34°16’40” East 2,008.48 feet; thence on a 400.00 foot spiral curve left (the long chord of which bears South 36°15’49” East 399.81 feet) 400.00 feet; thence on a 1,923.21 foot radius curve left (the long chord of which bears South 41°53’42” West 111.36 feet) 111.38 feet to Engineer’s center line Station 1075+73.17 Back equals Station 1075+76.00 Ahead; thence on a 400.00 foot spiral curve left (the long chord of which bears South 47°31’35” East 399.81 feet) 400.00 feet; thence South 49°30’45” East 1,028.00 feet; thence on a 200.00 foot spiral curve right (the long chord of which bears South 46°22’28” East 199.76 feet) 200.00 feet; thence on a 608.48 foot radius curve right (the long chord of which bears South 32°35’29” East 158.95 feet) 159.40 feet; thence on a 760.00 foot spiral curve right (the long chord of which bears South 1°11’33” East 746.91 feet) 760.00 feet; thence South 10°41’42” West 711.65 feet to Engineer’s center line Station “N” 1108+35.05.

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

| <u>Station</u> | <u>to</u> | <u>Station</u> | <u>Width on Southwesterly Side of Center Line</u> |
|----------------|-----------|----------------|---------------------------------------------------|
| “N” 1083+25.00 | | “N” 1083+44.00 | 82.00 |
| “N” 1083+44.00 | | “N” 1083+61.00 | 76.00 in a straight line to 50.20 |

Bearings are based on the Oregon Coordinate Reference System – Oregon Coast Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 148 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024
SIGNED: 09/16/2023

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)

this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____(attached)

this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government’s police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **NA**.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: _____.

E. Fencing on the Property.

Will not be affected.

Will be replaced as follows: _____.

Will not be replaced.

F. Other terms of offer:

ODOT will protect in place the concrete sidewalk, the asphalt paving, and all of the landscaping within the temporary easement. The State will not occupy the three year easement more than one year.

- 5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder’s office.
- 6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[\[See attached Signature page\]](#)

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION



12/04/2023

David Thiessen

Date

THE CITY OF LINCOLN CITY, a municipal
corporation of the State of Oregon

Date

Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the SW¼SE¼ of Section 27, Township 7 South, Range 11 West, W.M., City of Lincoln City, Lincoln County, Oregon; the said parcel being that portion of that property described in that Quit Claim Deed to City of Lincoln City, recorded September 27, 2017 in Lincoln County Book of Records as Instrument No. 201709403; the said parcel being that portion of said property included in a strip of land variable in width, located on the Southwesterly side of the center line of the relocated Oregon Coast Highway, which center line is described as follows:

Beginning at Engineer’s center line Station “N” 1050+53.32, said station being 2,915.02 feet North and 1,038.56 feet West of the South one quarter corner of Section 27, Township 7 South, Range 11 West, W.M.; thence South 34°16’40” East 2,008.48 feet; thence on a 400.00 foot spiral curve left (the long chord of which bears South 36°15’49” East 399.81 feet) 400.00 feet; thence on a 1,923.21 foot radius curve left (the long chord of which bears South 41°53’42” West 111.36 feet) 111.38 feet to Engineer’s center line Station 1075+73.17 Back equals Station 1075+76.00 Ahead; thence on a 400.00 foot spiral curve left (the long chord of which bears South 47°31’35” East 399.81 feet) 400.00 feet; thence South 49°30’45” East 1,028.00 feet; thence on a 200.00 foot spiral curve right (the long chord of which bears South 46°22’28” East 199.76 feet) 200.00 feet; thence on a 608.48 foot radius curve right (the long chord of which bears South 32°35’29” East 158.95 feet) 159.40 feet; thence on a 760.00 foot spiral curve right (the long chord of which bears South 1°11’33” East 746.91 feet) 760.00 feet; thence South 10°41’42” West 711.65 feet to Engineer’s center line Station “N” 1108+35.05.

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| <u>Station</u> | <u>to</u> | <u>Station</u> | <u>Width on Southwesterly Side of Center Line</u> |
|----------------|-----------|----------------|---------------------------------------------------|
| “N” 1083+25.00 | | “N” 1083+44.00 | 82.00 |
| “N” 1083+44.00 | | “N” 1083+61.00 | 76.00 in a straight line to 50.20 |

Bearings are based on the Oregon Coordinate Reference System – Oregon Coast Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 148 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024
SIGNED: 09/16/2023

FIRST AMERICAN TITLE

Property Research Report

SUBJECT PROPERTY

4821 SW Hwy 101
R330416
071127DC0560000
Lincoln

OWNER

City Of Lincoln City

DATE PREPARED

12/22/2022

PREPARED BY

nromano@firstam.com



First American Title

Customer Service Department

503.219.8746

cs.oregon@firstam.com

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All rights reserved. | NYSE: FAF | 39203000418

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT, IF ANY. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



First American Title

Customer Service Department
503.219.8746
cs.oregon@firstam.com
12/22/2022

OWNERSHIP INFORMATION

Owner: City Of Lincoln City
CoOwner:

Parcel #: R330416
Ref Parcel #: 071127DC056000
0

Site: 4821 SW Hwy 101 Lincoln City OR 97367
Mail: PO Box 50 Lincoln City OR 97367

TRS: 07S / 11W / 27 / SE
County: Lincoln

PROPERTY DESCRIPTION

Map Grid:
Census Tract: 950400 Block: 2042
Neighborhood: L316
School Dist: Lincoln County School District
Impr Type:
Subdiv/Plat:
Land Use: 941 - Exempt City Improved Property
Std Land Use: MGOV - Governmental, Public
Zoning: TVC - Taft Village Core
Lat/Lon: 44.92927573 / -124.01688288
Watershed: Lower Siletz River-Frontal Pacific Ocean
Legal: TWNSHP 07, RNG 11, ACRES 0.28, MF430-0389

ASSESSMENT AND TAXATION

Market Land: \$0.00
Market Impr: \$0.00
Market Total: \$0.00 (0)
% Improved: 0.00%
Assessed Total: \$0.00 (0)
Levy Code: 402
Tax: \$0.00 (2022)
Millage Rate: 17.0976
Exemption:
Exemption Type:

PROPERTY CHARACTERISTICS

| | | |
|-----------------|------------------------|--------------------------|
| Bedrooms: | Total SqFt: 6,969 SqFt | Year Built: 1945 |
| Baths, Total: | First Floor: | Eff Year Built: |
| Baths, Full: | Second Floor: | Lot Size Ac: 0.28 Acres |
| Baths, Half: | Basement Fin: | Lot Size SF: 12,197 SqFt |
| Total Units: | Basement Unfin: | Lot Width: |
| # Stories: | Basement Total: | Lot Depth: |
| # Fireplaces: | Attic Fin: | Roof Material: |
| Cooling: | Attic Unfin: | Roof Shape: |
| Heating: | Attic Total: | Ext Walls: |
| Building Style: | Garage: | Const Type: |

SALES AND LOAN INFORMATION

| Owner | Date | Doc # | Sale Price | Deed Type | Loan Amt | Loan Type |
|------------------------------|------------|---------|--------------|---------------|-------------|--------------|
| CITY OF LINCOLN CITY | 09/27/2017 | 9403 | | Quit Claim | | Conv/Unk |
| THOMAS J LITFIN | 06/26/2002 | 6263556 | | Deed Of Trust | \$32,000.00 | Conventional |
| DEPARTMENT OF TRANSPORTATION | 10/17/2001 | 6250890 | | Quit Claim | | Conv/Unk |
| DEPARTMENT OF TRANSPORTATION | 10/17/2001 | 6250891 | | Deed | | Conv/Unk |
| LINCOLN CITY | 09/13/2001 | 6249072 | | Quit Claim | | Conv/Unk |
| LINCOLN CITY | 09/13/2001 | 6249073 | \$478,500.00 | Deed | | Conv/Unk |
| THOMAS J LITFIN | | | \$250,000.00 | Deed | | Conv/Unk |

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

After Recording, Please Return To:
Lincoln City
801 SW Highway 101
Lincoln City, OR 97367
Attn: City Recorder

Until further notice, tax statements
Should be sent to:
Lincoln City
801 SW Highway 101
Lincoln City, OR 97367
Attn: City Manager

Lincoln County, Oregon
09/27/2017 02:18:44 PM

2017-09403

DOC-QCD

Cnt=1 Pgs=28 Stn=28

\$130.00 \$11.00 \$20.00 \$10.00 \$7.00 - Total = \$178.00



00140926201700094030260261

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
Dana W. Jenkins, Lincoln County Clerk



QUIT CLAIM DEED

LINCOLN CITY URBAN RENEWAL AGENCY, a public corporate body politic ("Grantor") releases and quitclaims to CITY OF LINCOLN CITY, an Oregon municipal corporation ("Grantee"), all right, title and interest in and to the property described on the attached Exhibit A which is incorporated herein by this reference.

Commonly known as the Ballard Building or "Jennifer Sears Glass Art Studio"
4821 SW Hwy 101, Lincoln City, OR 97367.

Tax Account Number R330416.

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.

QUIT CLAIM DEED (*Ballard Building*) – Page 1

Exhibit D page 1 of 3

Exhibit A
Legal Description

11 West, Willamette Meridian, Lincoln County, Oregon and being a portion of that property designated as Parcel 2 and described in that deed to Thomas J. Litfin and Lynn D. Litfin, recorded November 16, 1995 in Book 308, page 2397, Lincoln County Records; the said parcel being that portion of said Parcel 2 lying Southerly of the following described line:

Beginning at a point opposite and 9.300 meters Southeasterly of Engineer's Station '48TH' 4+060 on the '48TH' center line; thence Northeasterly parallel with said center line to a point opposite Engineer's Station '48TH' 4+093.500; thence Northeasterly in a straight line to a point opposite and 12 meters Southeasterly of Engineer's Station '48TH' 4+097.464 on said center line; thence Easterly in a straight line to a point opposite and 15.300 meters Southwesterly of the center line of the relocated Oregon Coast Highway at Engineer's Station 'RW' 33+028; thence Southeasterly parallel with said last mentioned center line to a point opposite Engineer's Station 'RW' 33+063.

The '48TH' center line referred to herein is described follows:

Beginning at Engineer's center line Station '48TH' 4+000.000, said station being 57.433 meters North and 195.790 meters East of the South quarter corner of Section 27, Township 7 South, Range 11 West, Willamette Meridian; thence South 89° 10' 27" East 39.018 meters; thence on a 50 meter radius curve left (the long chord of which bears North 66° 50' 28" East 40.649 meters) 41.861 meters; thence North 42° 51' 23" East 33.811 meters to Engineer's center line Station '48TH' 4+114.690.

The center line of the relocated Oregon Coast Highway referred to herein is described as follows:

Beginning at Engineer's center line Station 'RW' 32+911.085, said station being 167.335 meters North and 220.455 meters East of the South quarter corner of Section 27, Township 7 South, Range 11 West, Willamette Meridian; thence South 46° 59' 38" East 313.294 meters to Engineer's center line Station 'RW' 33+224.379 on said center line.

TOGETHER WITH that portion of vacation SW Galley Ave. that inured thereto by virtue of Ordinance No. 2003-11 recorded May 9, 2003, Document No. 200307422, Lincoln County Records.

After Recording Return To:

City Recorder
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED FOR ATTACHMENT TO THE ACCOMPANYING DOCUMENT AS PROVIDED BY OREGON REVISED STATUTES 205.234. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE DOCUMENT ITSELF.

DOCUMENT NAME: Disposition & Development Agreement – Ballard Building

Seller: Lincoln City Urban Renewal Agency
801 SW Highway 101, PO Box 50
Lincoln City, Oregon 97367

Buyer: City of Lincoln City
Office of the City Recorder
PO Box 50
Lincoln City, OR 97367

PROPERTY ADDRESS: 4821 SW Highway 101
Lincoln City, OR 97367

CONSIDERATION: None

PROPERTY LEGAL DESCRIPTION: 07-11-27-DC-5100, 5500 & 5000 in the County of Lincoln and State of Oregon (See Exhibit A & B attached)

BALLARD BUILDING
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the 12th day of June, 2017 by and between the LINCOLN CITY URBAN RENEWAL AGENCY, a public corporate body politic (the "Agency") and the CITY OF LINCOLN CITY, an Oregon municipal corporation ("Lincoln City"). The parties agree as follows:

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: Purpose of Agreement. The purpose of this Agreement is to effectuate the Amended and Restated Year 2000 Development Plan, an urban renewal plan and program of the City of Lincoln City, Oregon (the "Plan") by providing for the disposition of certain real property (the "Property") situated within the Area (as defined in the Plan) and the maintenance of the improvements on the Property. The Agency has acquired and improved the Property and desires to transfer ownership to Lincoln City to provide for its future improvement and maintenance.

Section 1.2: The Plan. The Plan was approved by the Lincoln City City Council on August 25, 2014 by Ordinance No. 2014-20. This Agreement is subject to the provisions of the Plan. Any further amendment to the Plan which changes the uses or development permitted on the Property, or otherwise changes the restrictions or controls that apply to the Property, or otherwise affects Lincoln City's obligations or rights with respect to the Property, shall require the written consent of Lincoln City Urban Renewal Agency. Agency represents and warrants that the Plan, as it presently exists, is in full force and effect and that this Agreement and the obligations of Agency set forth in this Agreement, are all in accordance with the Plan. A copy of the Plan is on file in the Agency's offices.

Section 1.3: The Property. The "Property" consists of the real property owned by the Agency or purchased with Agency funds, all of which is located in the Area. The Property is shown on the map attached hereto as **Exhibit "A"**, and is more particularly described in the legal description which is attached hereto as **Exhibit "B"** which exhibits are incorporated herein.

Section 1.4: The Project. The term "Project" means the improvements, if any, that have been made on the Property.

Section 1.5: The Agency. The Agency is a corporate body politic of the State of Oregon, as the duly designated Urban Renewal Agency of the City of Lincoln City, Oregon, exercising governmental functions and powers and organized and existing under Oregon Revised Statutes, Chapter 457. The principal offices and mailing address of the Agency for purposes of this Agreement is:

801 SW Highway 101 – Box 50
Lincoln City, OR 97367
Attn: Director, Urban Renewal Agency

Page 1 - DISPOSITION AND DEVELOPMENT AGREEMENT: (*Ballard Building – Glass Studio*)

The term "Agency" includes any assignee of or successor to its rights, powers, duties and responsibilities.

Section 1.6: Lincoln City. Lincoln City is an Oregon municipal corporation. The principal office and mailing address of the Lincoln City for purposes of this Agreement is:

801 SW Highway 101 [P.O. Box 50]
Lincoln City, OR 97367
Attn: City Manager

The term "Lincoln City" includes any permitted assignee of or successor to its rights, powers, duties and responsibilities.

ARTICLE 2: OWNERSHIP OF THE PROPERTY. Agency purchased the property but fee title appears to have been recorded in the name of the City. The purpose of this conveyance is to convey any and all interest in the property the Agency may have as a result of the use of Agency funds in the purchase of the property.

ARTICLE 3: DISPOSITION OF THE PROPERTY.

Section 3.1: Sale and Purchase. In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the Agency agrees to sell to Lincoln City and Lincoln City agrees to purchase from Agency the Property, in the manner and for the amount of ZERO DOLLARS and NO/100's (\$0.00) (the "Purchase Price"), and the promise to maintain the Property in its current condition or otherwise consistent with the Plan, and to assume the obligations of the Agency under the Glass Center Personal Services Agreement, as amended.

Section 3.2: Conveyance. Conveyance of any and all interest the Agency has in the Property shall be made on or before the date Lincoln City agrees to accept conveyance of the Property. The Agency and Lincoln City agree to perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions and close the transaction as provided herein. The conveyance of any and all interest the Agency has in the Property shall be made if at all possible before the end of the current fiscal year and after satisfaction or written waiver of the conditions precedent to conveyance contained in this Agreement. Possession of the Property shall be delivered to Lincoln City concurrently with the conveyance of title, or any interest therein.

Section 3.3: Conditions Precedent to Lincoln City's Obligation to Purchase. Lincoln City's obligation to purchase the Property is subject to Lincoln City's reasonable satisfaction or written waiver, after its own investigation of the condition of the Property, and, except as previously disclosed, that the Property is free of any hazardous or toxic materials or substances, including, without limitation, petroleum products or asbestos, as those terms are commonly used or defined

in any federal, state or local statutes, ordinances, rules or regulations and, except as previously disclosed, no underground storage tanks are situated on, in or under the Property.

Section 3.4: Conditions Precedent to Agency's Obligation to Convey. Agency's obligation to convey the Property is subject to satisfaction or written waiver of the conditions precedent to conveyance contained in this Agreement.

Section 3.5: Deed Form. The Agency shall convey to Lincoln City any and all interest the Agency may have in the Property by Quit Claim Deed, duly executed, acknowledged and delivered in the form of **Exhibit "D"** attached hereto.

Section 3.6: Condition of Title. The Agency shall convey to Lincoln City any and all interest the Agency may have in the Property, free and clear of all liens and encumbrances except:

3.6.1 Matters affecting the Property and shown on the Preliminary Title Report marked **Exhibit "C"** and attached to this Agreement ("Permitted Exceptions"); and

3.6.2 Such regulations and controls, covenants and restrictions as may be imposed on the Property by Lincoln City and Agency consistent with this Agreement or prior land use approvals.

Section 3.7: Property Taxes and Closing Costs. Recording costs will be paid by the Agency. Real property taxes for the current year (if any) shall be prorated as of the date of the delivery of the deed to Lincoln City. All real property taxes subsequently assessed and levied against the Property shall be paid by Lincoln City or any responsible non-exempt Lessee of City, as applicable. The Parties shall be responsible for any and all real property taxes for the period of time prior to the recording of the deed. Any excise or conveyance tax which may be imposed, shall be shared equally by Lincoln City and the Agency.

Section 3.8: Conditions of the Property. Lincoln City acknowledges that it is acquiring the Property "As Is".

Section 3.9: Preliminary Work by Lincoln City; Cooperation. Prior to the conveyance of title, Lincoln City or its representatives, upon request to Agency shall have the right of access to the Property at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. Lincoln City indemnifies and holds the Agency and their officers, agents and employees harmless from any injury or damages arising out of any activity of Lincoln City, its agents, employees and contractors performed and conducted on the Property pursuant to this Section. Agency indemnifies and holds Lincoln City and its officers, agents and employees harmless from any injury or damages arising out of any activity of Agency, its agents, employees and contractors pursuant to this Section.

ARTICLE 4: DEVELOPMENT OF THE PROPERTY.

Page 3 - - DISPOSITION AND DEVELOPMENT AGREEMENT: (*Ballard Building – Glass Studio*)

Section 4.1: Scope of Development. The Property is developed and any improvements will be performed by Lincoln City in accordance with the terms of this Agreement and the specifications, standards and codes and requirements of law.

Section 4.2: Taxes, Assessments, Encumbrances and Liens. Lincoln City, or City Lessee if any, shall pay, prior to delinquency, all real estate taxes and assessments properly assessed and levied on the Property after conveyance by the Agency. Lincoln City shall hold harmless the Agency from and against any liability or claim with respect to real estate taxes or assessments in connection with the Property accruing after the Agency's conveyance. Agency shall hold harmless the City from and against any liability or claim with respect to real estate taxes or assessments in connection with the Property accruing before the Agency's conveyance.

ARTICLE 5: USE OF THE PROPERTY. Lincoln City covenants and agrees for itself, its successors and assigns, that Lincoln City, its successors and assignees shall devote the Property to uses consistent with this Agreement and such other uses as from time to time are permitted under the Plan and applicable Lincoln City Municipal Codes.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1: Default/General. Subject to the extensions of time set forth in Section 7.4, and subject to the notice and opportunity to cure provisions contained in this Agreement, the failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement; however, if the party who so fails or delays, commences to cure, correct or remedy such failure or delay within sixty (60) days after receipt of a notice specifying such failure or delay, and thereafter diligently prosecutes such cure, correction or remedy to completion, then such party shall not be deemed to be in default. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. The injured party may not institute proceedings, whether judicial or otherwise, against the party in default until sixty (60) days after giving such notice. Agency shall send copies of any such default notices to such persons and entities as Lincoln City may designate and any such party who is entitled to receive notice shall have the right to cure the alleged default. Any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies or deprive such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 6.2: Institution of Legal and Equitable Actions. Subject to the provisions of Section 6.1 hereof, in addition to its other rights or remedies, either party may institute any legal or equitable action (including, without limitation, an action for specific performance) to cure, correct or remedy any default, to recover any damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Circuit Court of the State of Oregon, for the County of Lincoln, or in the United States District Court for the District of Oregon Main Office in Portland, Oregon.

Section 6.3: Applicable Law. The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement.

Section 6.4: Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same default or any other default by the other party.

Section 6.5: Termination by Lincoln City. In the event that Agency cannot, despite its best efforts, convey any interest in title to the Property which Agency may have, in the manner, condition, and at the time provided in this Agreement, then this Agreement may, at the option of the Lincoln City, be terminated by Lincoln City without further liability by either party.

ARTICLE 7: GENERAL PROVISIONS

Section 7.1: Attorney Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in connection with such action or on appeal or review, said amount to be set by the court before which the matter is heard.

Section 7.2: Notice, Demands and Communications Between the Parties. Formal notices, demands and communications between the Agency and Lincoln City shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the Agency and Lincoln City as designated herein. Such written notices, demands and communication may be sent in the same manner to such other addresses and to such other persons and entities as either party may from time to time designate by mail as provided in this section. Notices should be sent to the addresses shown in Section 1.5 and Section 1.6 of this Agreement and to the attention of the person indicated.

Section 7.3: Nonliability of Officials and Employees. No member, official or employee of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount which may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 7.4: Unavoidable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; labor disputes; riots; volcanoes; floods; earthquakes, fires; casualties; acts of God; acts of the public enemy; epidemic; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priorities; litigation, including but not limited to, litigation challenging the validity of this transaction or any element thereof; adverse weather conditions preventing or delaying construction activities; inability to secure necessary labor, materials or tools, delays of any contractor or subcontractor or supplier; acts of the other party; acts or failures to act of any public or governmental agency or entities (other than acts or failure to act of the Agency shall not excuse performance by the Agency); remediation of hazardous or toxic material or substances (as those terms are now or hereafter defined or commonly used in any federal, state or local statute, rule or regulation) on any portion of the Property; or any other cause beyond the control or without default of the party claiming an extension of time to perform. In the event of such delay, the party delayed shall give written notice of the delay and the reason therefor to the other party within 30 days after the delayed party learns of the delaying event. An extension of time for any such cause shall be for the period of duration of the cause. Times of performance under this Agreement may also be extended for any reason in writing signed by the Agency's Director and the Lincoln City Manager.

Section 7.5: Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 7.6: Headings. Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.7: Time of Essence. Time is of the essence of this Agreement. All obligations of the Agency and Lincoln City to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 7.8: Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon except that if the last day of any period falls on any Saturday, Sunday, or such holiday period, it shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

Section 7.9: Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 7.10: Nonwaiver of Government Rights. Subject to the terms and conditions of this Agreement, by making this Agreement, the Agency is specifically not obligating itself, or any other agency with respect to any discretionary action relating to the acquisition of the Property or development, operation and use of the improvements on the Property, including but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental agency approvals which are or may be required.

Section 7.11: Entire Agreement; Waivers. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and Lincoln City, and all amendments must be in writing signed by the Agency and Lincoln City.

ARTICLE 8: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

ARTICLE 9: STATUTORY DISCLAIMERS


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.

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.

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

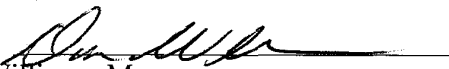
"AGENCY"

LINCOLN CITY URBAN RENEWAL AGENCY,
a corporate body politic

By: 
Susan Wahlke, Urban Renewal Agency Chair

"LINCOLN CITY"

CITY OF LINCOLN CITY
an Oregon municipal corporation

By: 
Don Williams, Mayor

LIST OF EXHIBITS

- A Map
- B Legal Description - Property
- C Exceptions to Title as Contained in Preliminary Title Report
- D Form of Quit Claim Deed

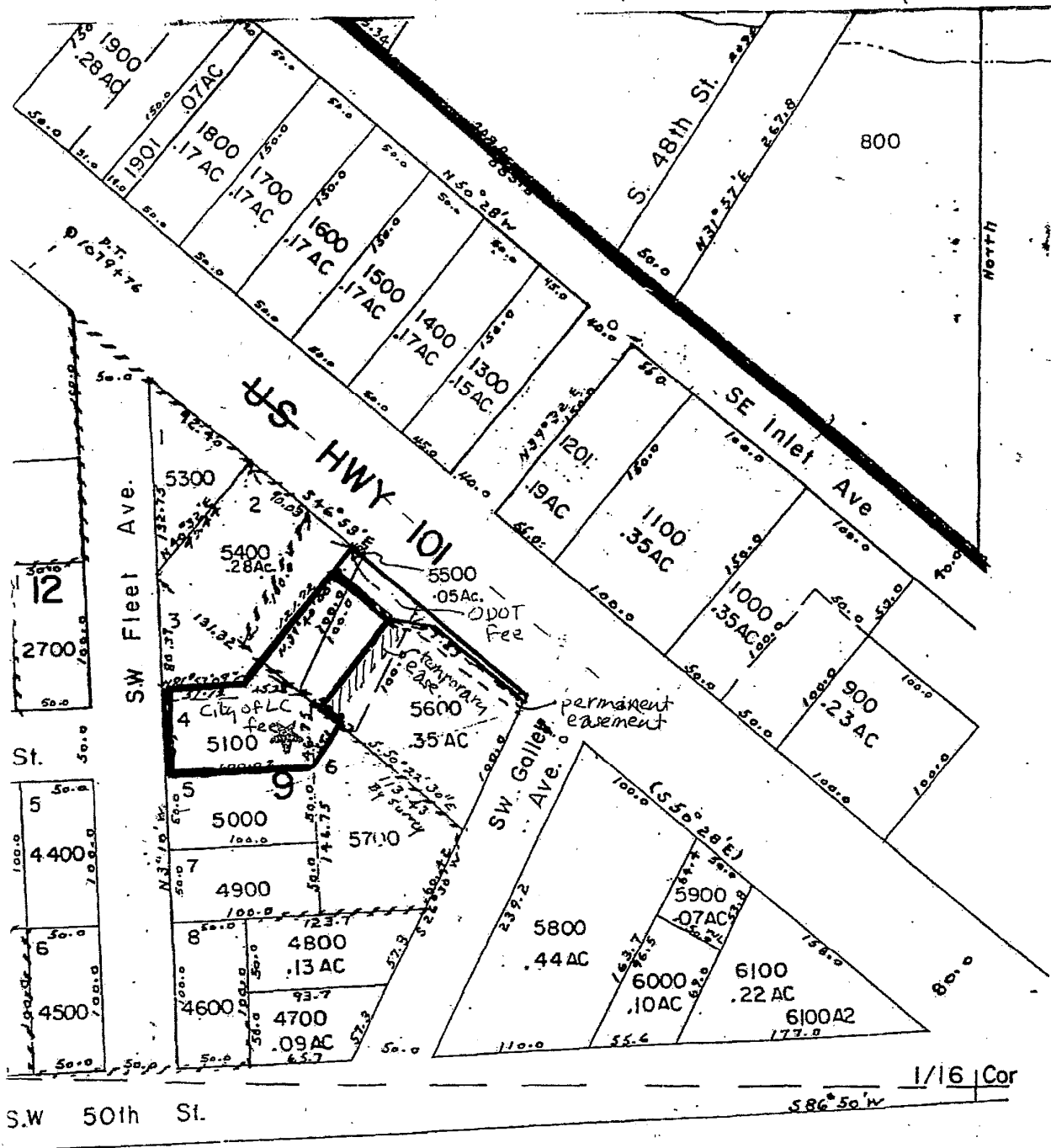


The Lincoln County Assessor's Office is in the process of redrawing county maps. The map numbers may or may not match the information contained within this report. The information shown on this sketch is provided without charge and is provided as a courtesy only. It is not intended to show all matters related to the property including but not limited to area, dimensions, easements, encroachments or location of boundaries. Western Title & Escrow Company assumes no liability for any matter related to this sketch. Reference should be made to an accurate survey for additional information.

Order No. 21-T00-8901

Scale: 1"= 100'

Lincoln County Assessor's Map: 7-1127-DC ptn TR. 5100, 5500 & 5600



See Map 7 11 27 D D

6

Ex A

7 11 27

EXHIBIT 'A'**PARCEL 1:**

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 27, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being a portion of that property designated as Parcels 2 and 3 and described in that deed to Thomas J. Litfin and Lynn D. Litfin, recorded November 16, 1995 in Lincoln County Book of Records in Book 308, page 2397; the said parcel being that portion of said property lying Southwesterly of a line parallel with and 18.500 meters Southwesterly of the center line of the relocated Oregon Coast Highway and Northwesterly of a line parallel and 9.300 meters Southeasterly of the '48TH' center line.

The center line of the relocated Oregon Coast Highway is described as follows:

Beginning at Engineer's center line Station 'RW' 32+911.085, said station being 167.335 meters North and 220.455 meters East of the South quarter corner of Section 27, Township 7 South, Range 11 West, Willamette Meridian; thence South 46 deg. 59' 38" East 313.294 meters to Engineer's center line Station 'RW' 33+224.379.

The '48TH' center line is described as follows:

Beginning at Engineer's center line Station '48TH' 4+000.000, said station being 57.433 meters North and 195.790 meters East of the South quarter corner of Section 27, Township 7 South, Range 11 West, Willamette Meridian; thence South 89 deg. 10' 27" East 39.018 meters; thence on a 50 meter radius curve left (the long chord of which bears North 66 deg. 50' 28" East 40.649 meters) 41.861 meters; thence North 42 deg. 51' 23" East 33.811 meters to Engineer's center line Station '48TH' 4+114.690.

ALSO that property designated as Parcel 1 and described in the heretofore mentioned deed.

Bearings are based upon the Oregon Coordinate System of 1983, North zone.

PARCEL 2: - Permanent Easement for Sidewalk Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities.

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 27, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being a portion of that property designated as Parcel 2 and described in that deed to Thomas J. Litfin and Lynn D. Litfin, recorded November 16, 1995 in Lincoln County Book of Records in Book 308, page 2397; the said parcel being that portion of said property lying Southeasterly of Parcel 1 and Northeasterly of the following described line:

Continued

Ex B-1

Beginning at a point opposite and 9.300 meters Southeasterly of Engineer's Station '48TH' 4+093.500 on the '48TH' center line; thence Northeasterly in a straight line to a point opposite and 12.000 meters Southeasterly of Engineer's Station '48TH' 4+097.500 on said center line; thence Easterly in a straight line to a point opposite and 15.300 meters Southwesterly of Engineer's Station 'RW' 33+028 on the center line of the relocated Oregon Coast Highway; thence Southeasterly parallel with said last mentioned center line to a point opposite and 15.300 meters Southwesterly of Engineer's Station 'RW' 33+060 on said last mentioned center line.

EXCEPT therefrom that portion of said property lying Northeasterly of the following described line:

Beginning at a point opposite and 18.500 meters Southwesterly of Engineer's Station 'RW' 33+000 on the center line of the relocated Oregon Coast Highway; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 'RW' 33+022.610; thence Northeasterly in a straight line to a point opposite and 12.500 meters Southwesterly of Engineer's Station 'RW' 33+030 on said center line; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 'RW' 33+060.

The center line of the relocated Oregon Coast Highway and the '48TH' center line are described in Parcel 1.

PARCEL 3: - Temporary Easement for Work Area

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 27, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being a portion of that property designated as Parcel 2 and described in that deed to Thomas J. Litfin and Lynn D. Litfin, recorded November 16, 1995 in Lincoln County Book of Records in Book 308, page 2397; the said parcel being that portion of said property lying Southeasterly of Parcel 1; Southwesterly of Parcel 2, and Northwesterly of a line parallel and 12 meters Southeasterly of the '48TH' center line.

The '48TH' center line is described in Parcel 1.

Ex B-2



WESTERN TITLE & ESCROW COMPANY

255 SW Coast Highway
Suite 100
P.O. Box 1006
Newport, OR 97365

TELEPHONE NO. 541 265-2288
FAX NO. 541 265-9570

FEBRUARY 8, 2001
Report No: 21-T008901
Your No: --
Seller: LITFIN, TOM
Buyer: CITY OF LINCOLN CITY

CITY OF LINCOLN CITY
ATTN: KURT OLSEN
P. O. BOX 50
LINCOLN CITY, OR 97367

PRELIMINARY REPORT FOR:
STANDARD OWNER'S POLICY \$ 130,000.00

PREMIUMS:
STANDARD OWNER'S PREMIUM \$ 520.00
\$ 25.00

Government Service Fee

We are prepared to issue a policy of title insurance, by a title insurance underwriter qualified in Oregon, in the form and amounts listed above. This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid. The land hereinafter described is situated in the County of Lincoln, State of Oregon, and is described as follows:

The property described in Exhibit "A" attached hereto and made a part hereof.

VESTED IN:

THOMAS J. LITFIN and LYNN D. LITFIN
as tenants by the entirety
an estate in fee simple

Dated as of February 1, 2001 at 8:00 A.M.

Subject to the exceptions, exclusions and stipulations which are part of said policy, and to the exceptions as shown herein:

Western Title & Escrow Company

Judi Highfill
By: Judi Highfill, Title Officer

Continued

EX C-1

GENERAL EXCEPTIONS (Standard Coverage Policies Only):

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easement, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

SPECIAL EXCEPTIONS

6. Delinquent Taxes for the year 1997-98,
 Original Amount: \$364.17
 Unpaid Balance: \$4.44, plus interest.
 Map and Tax Lot Number: 7-11-27-DC-5100
 Code Number: 412
 Account Number: R318613

Delinquent Taxes for the year 1997-98,
 Original Amount: \$235.06
 Unpaid Balance: \$2.87, plus interest.
 Map and Tax Lot Number: 7-11-27-DC-5500
 Code Number: 412
 Account Number: R328117
 (Assessed with other property)

Delinquent Taxes for the year 1997-98,
 Original Amount: \$3,697.89
 Unpaid Balance: \$45.10, plus interest.
 Map and Tax Lot Number: 7-11-27-DC-5600
 Code Number: 412
 Account Number: R330416
 (Assessed with other property)

Continued

EX C-2

Delinquent Taxes for the year 1998-99,
Original Amount: \$377.90
Unpaid Balance: \$377.90, plus interest.
Map and Tax Lot Number: 7-11-27-DC-5100
Code Number: 412
Account Number: R318613

Delinquent Taxes for the year 1998-99,
Original Amount: \$243.91
Unpaid Balance: \$243.91, plus interest.
Map and Tax Lot Number: 7-11-27-DC-5500
Code Number: 412
Account Number: R328117
(Assessed with other property)

Delinquent Taxes for the year 1998-99,
Original Amount: \$3,837.24
Unpaid Balance: \$3,837.24, plus interest.
Map and Tax Lot Number: 7-11-27-DC-5600
Code Number: 412
Account Number: R330416
(Assessed with other property)

Delinquent Personal Property Taxes for the year 1998-99,
Original Amount: \$928.20
Unpaid Balance: \$159.51, plus interest.
Account Number: P103724

Delinquent Taxes for the year 1999-2000
Original Amount: \$392.31
Unpaid Balance: \$392.31, plus interest.
Map and Tax Lot Number: 7-11-27-DC-5100
Code Number: 412
Account Number: R318613

Delinquent Taxes for the year 1999-2000
Original Amount: \$253.18
Unpaid Balance: \$253.18, plus interest.
Map and Tax Lot Number: 7-11-27-DC-5500
Code Number: 412
Account Number: R328117
(Assessed with other property)

Delinquent Taxes for the year 1999-2000
Original Amount: \$3,983.50
Unpaid Balance: \$3,983.50, plus interest.
Map and Tax Lot Number: 7-11-27-DC-5600
Code Number: 412
Account Number: R330416
(Assessed with other property)

Continued

Ex C.3

Delinquent Personal Property Taxes for the year 1999-2000
Original Amount: \$957.30
Unpaid Balance: \$957.30, plus interest.
Account Number: P103724

Taxes for the year 2000-2001,
Original Amount: \$390.61
Unpaid balance in the amount of \$390.61, plus interest
Map and Tax Lot Number: 7-11-27-DC-5100
Code Number: 412
Account Number: R318613

Taxes for the year 2000-2001,
Original Amount: \$251.99
Unpaid balance in the amount of \$251.99, plus interest
Map and Tax Lot Number: 7-11-27-DC-5500
Code Number: 412
Account Number: R328117
(Assessed with other property)

Taxes for the year 2000-2001,
Original Amount: \$3,965.93
Unpaid balance in the amount of \$3,965.93, plus interest
Map and Tax Lot Number: 7-11-27-DC-5600
Code Number: 412
Account Number: R330416
(Assessed with other property)

Personal Property Taxes for the year 2000-2001
Original Amount: \$1,068.25
Unpaid balance in the amount of \$1,068.25, plus interest
Account Number: P103724

NOTE: The above taxes are at least 3 years delinquent and pursuant to ORS 312.010 the property is subject to foreclosure.

7. City liens, if any, of the City of Lincoln City.
(No search has been made). (If a search is requested an additional fee may be charged).
8. The right to levy or assess by the Devils Lake Water Improvement District.

Continued

Exc-4

9. Subject property is either situated within the urban renewal boundaries or within the shared area of The Year 2000 Development Plan, Lincoln City, Oregon and is subject to the terms and provisions thereof, as outlined by instrument,
 Recorded: March 20, 1989 Book: 202 Page: 1261
 Amended by instrument,
 Recorded: December 8, 1989 Book: 211 Page: 1675
10. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
11. Reservations for public utilities, contained in the deeds from F. C. Robison and wife, and now assigned to the City of Taft by grant recorded April 5, 1950 in Book 137, page 600, Deed Records.
12. Trust Deed, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$330,000.00,
 Dated : January 31, 1997
 Recorded : February 12, 1997 Book: 332 Page: 1479
 Trustor : Thomas J. Litfin and Lynn D. Litfin
 Trustee : Key Title Company
 Beneficiary: The Bank of Newport
 Loan No. 57000081
 (Covers other property also)
13. Assignment of Rents, including the terms and provisions thereof,
 Dated : January 31, 1997
 Recorded : February 12, 1997 Book: 332 Page: 1486
 Between : Thomas J. Litfin and Lynn D. Litfin
 And : The Bank of Newport
- given as additional security to the trust deed,
 Recorded : February 12, 1997 Book: 332 Page: 1479
 (Covers other property also)
14. Financing Statement,
 Recorded : February 12, 1997 Book: 332 Page: 1491
 From : Tomlyn, Inc.
 To : The Bank of Newport
 (Covers other property also)
15. Right, title and interest of Tomlyn, Inc., as debtor, as disclosed by Financing Statement set forth above.

NOTE: County Tax Warrant No. 270 recorded February 4, 1999 in Book 375, Page 929, in the amount of \$955.58, plus interest and statutory charges against Tomlyn Inc.

Continued

Ex C-5

NOTE: County Tax Warrant No. 197 recorded March 6, 2000 in Book 398 Page 1128, in the amount of \$993.57, plus interest and statutory charges against Tomlyn Inc.

NOTE: In the event Tomlyn Inc. acquires fee title, we will show said liens as exceptions to title.

16. Ordinance No. 2000-08, including the terms and provisions thereof,
Recorded : November 15, 2000 Book: 411 Page: 241

17. Ordinance No. 2000-09, including the terms and provisions thereof,
Recorded : November 15, 2000 Book: 411 Page: 254

END OF EXCEPTIONS

NOTE: According to the Lincoln County tax roll, the property address is: 4821 S.W. Hwy 101, Lincoln City, Oregon 97367.

NOTE: We find no judgments or liens against City of Lincoln City.

NOTE: Taxes paid in full for the year 1996-97,
Original amount: \$404.25
Total Amount: \$404.25, paid in full.
Map and Tax Lot Number: 7-11-27-DC-5100
Code Number: 412
Account Number R318613

NOTE: Taxes paid in full for the year 1996-97,
Original amount: \$236.75
Total Amount: \$236.75, paid in full.
Map and Tax Lot Number: 7-11-27-DC-5500
Code Number: 412
Account Number R328117
(Assessed with other property)

NOTE: Taxes paid in full for the year 1996-97,
Original amount: \$3,725.70
Total Amount: \$3,725.70, paid in full.
Map and Tax Lot Number: 7-11-27-DC-5600
Code Number: 412
Account Number R330416
(Assessed with other property)

Continued

EX C-6

Order No. 21-T008901

Page No. 7

NOTE: The proposed title insurance policy does not provide affirmative assurances as to the provisions of ORS 92.012 - 92.190 which requires that any division of an existing parcel is a partition requiring governmental approval.

JH:dh

2cc: CITY OF LINCOLN CITY - ATTN: KURT OLSEN

Continued

EXC-7

EXHIBIT 'A'**PARCEL 1:**

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 27, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being a portion of that property designated as Parcels 2 and 3 and described in that deed to Thomas J. Litfin and Lynn D. Litfin, recorded November 16, 1995 in Lincoln County Book of Records in Book 308, page 2397; the said parcel being that portion of said property lying Southwesterly of a line parallel with and 18.500 meters Southwesterly of the center line of the relocated Oregon Coast Highway and Northwesterly of a line parallel and 9.300 meters Southeasterly of the '48TH' center line.

The center line of the relocated Oregon Coast Highway is described as follows:

Beginning at Engineer's center line Station 'RW' 32+911.085, said station being 167.335 meters North and 220.455 meters East of the South quarter corner of Section 27, Township 7 South, Range 11 West, Willamette Meridian; thence South 46 deg. 59' 38" East 313.294 meters to Engineer's center line Station 'RW' 33+224.379.

The '48TH' center line is described as follows:

Beginning at Engineer's center line Station '48TH' 4+000.000, said station being 57.433 meters North and 195.790 meters East of the South quarter corner of Section 27, Township 7 South, Range 11 West, Willamette Meridian; thence South 89 deg. 10' 27" East 39.018 meters; thence on a 50 meter radius curve left (the long chord of which bears North 66 deg. 50' 28" East 40.649 meters) 41.861 meters; thence North 42 deg. 51' 23" East 33.811 meters to Engineer's center line Station '48TH' 4+114.690.

ALSO that property designated as Parcel 1 and described in the heretofore mentioned deed.

Bearings are based upon the Oregon Coordinate System of 1983, North zone.

PARCEL 2: - Permanent Easement for Sidewalk Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities.

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 27, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being a portion of that property designated as Parcel 2 and described in that deed to Thomas J. Litfin and Lynn D. Litfin, recorded November 16, 1995 in Lincoln County Book of Records in Book 308, page 2397; the said parcel being that portion of said property lying Southeasterly of Parcel 1 and Northeasterly of the following described line:

Continued

EX C-8

Beginning at a point opposite and 9.300 meters Southeasterly of Engineer's Station '48TH' 4+093.500 on the '48TH' center line; thence Northeasterly in a straight line to a point opposite and 12.000 meters Southeasterly of Engineer's Station '48TH' 4+097.500 on said center line; thence Easterly in a straight line to a point opposite and 15.300 meters Southwesterly of Engineer's Station 'RW' 33+028 on the center line of the relocated Oregon Coast Highway; thence Southeasterly parallel with said last mentioned center line to a point opposite and 15.300 meters Southwesterly of Engineer's Station 'RW' 33+060 on said last mentioned center line.

EXCEPT therefrom that portion of said property lying Northeasterly of the following described line:

Beginning at a point opposite and 18.500 meters Southwesterly of Engineer's Station 'RW' 33+000 on the center line of the relocated Oregon Coast Highway; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 'RW' 33+022.610; thence Northeasterly in a straight line to a point opposite and 12.500 meters Southwesterly of Engineer's Station 'RW' 33+030 on said center line; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 'RW' 33+060.

The center line of the relocated Oregon Coast Highway and the '48TH' center line are described in Parcel 1.

PARCEL 3: - Temporary Easement for Work Area

A parcel of land lying in the Southwest quarter of the Southeast quarter of Section 27, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being a portion of that property designated as Parcel 2 and described in that deed to Thomas J. Litfin and Lynn D. Litfin, recorded November 16, 1995 in Lincoln County Book of Records in Book 308, page 2397; the said parcel being that portion of said property lying Southeasterly of Parcel 1; Southwesterly of Parcel 2, and Northwesterly of a line parallel and 12 meters Southeasterly of the '48TH' center line.

The '48TH' center line is described in Parcel 1.

EXC-9

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY OF LINCOLN CITY, ACCEPTING OFFERS FROM THE OREGON DEPARTMENT OF TRANSPORTATION, (ODOT) FOR EASEMENTS FOR CONSTRUCTION AND HIGHWAY RIGHT OF WAY PURPOSES ON CITY PROPERTY; AUTHORIZING SIGNATURE OF LEGAL DOCUMENTS

WHEREAS, the Oregon Department of Transportation (ODOT) has the need to perform necessary repairs and maintenance of its infrastructure that is located in the City's property; and

WHEREAS, it is necessary to grant easements to ODOT in order for it to perform the repairs and maintenance; and

WHEREAS; Lincoln City Municipal Code 4.05.010 authorizes the city manager to grant temporary easements "not to exceed 12 months in length"; and

WHEREAS; the easements to ODOT exceed 12 months; and

WHEREAS, the City Council has reviewed and approved the City Manager's Administrative Policy Guidelines for addressing the City's grant of easements on Public Property and in Public Rights-of-way; and

WHEREAS; Mayor and Council give City Manager authority sign all legal documents related to the file numbers in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

Section 1. This resolution is hereby adopted by the City of Lincoln City to authorize the grant of easements for the highway right of way purposes of City property to the Oregon Department of Transportation as outlined in File Numbers 9878-104, 9878-084, 9878-078, and 9878-003.

Section 2. The City Council of Lincoln City hereby authorizes the City Manager to execute all legal documents related to these transactions on behalf of the City of Lincoln City.

Section 3. Effective Date. This resolution is effective as of the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Lincoln City this ____ day of January 2024.

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SUSAN WAHLKE, MAYOR

ATTEST:

JAMIE YOUNG, CITY RECORDER

APPROVED AS TO FORM:

David Robinson, CITY ATTORNEY

Council Communication

Outside Agency Subcommittee

| | | | |
|-----------------|-----------------|------------------------|------------------------|
| Meeting Date: | January 8, 2024 | Primary Staff Contact: | Jamie Young |
| Department: | City Council | E-Mail: | JYoung@lincolncity.org |
| Secondary Dept: | | Secondary Contacts: | |
| Approval: | Daphnee Legarza | Estimated Time: | |

We need three Council members to review the outside agency requests and make recommendations to the full City Council.

Council Communication

Outside City Committee and City Committee Appointments

| | | | |
|-----------------|-----------------|------------------------|--------------------------|
| Meeting Date: | January 8, 2024 | Primary Staff Contact: | Abigail Edwards |
| Department: | City Council | E-Mail: | AEdwards@lincolncity.org |
| Secondary Dept: | | Secondary Contacts: | |
| Approval: | Daphnee Legarza | Estimated Time: | 10 Min |

Question:

Should the Mayor with the consent of Council update the appointments of individual Council members to represent the City on various outside agencies and boards and assign interview responsibilities?

Staff Recommendation:

Staff recommends the Mayor and Council review the various vacancies and make the necessary appointments and interview assignments.

Authority:

LCMC 2.04.070 provides:

The mayor shall appoint, from among the members of the council, members of ad hoc committees, when the need for a committee arises.

LCMC 2.06.015 C. provides:

C. Selection of Individual Interviewers or Interview Subcommittees.

1. Two councilors shall be appointed by the mayor at a regularly scheduled city council meeting to conduct interviews for open positions. Groups of two can be appointed for multiple openings.
2. Unless otherwise stated at the time of appointment, the interviewer appointments shall be for individual councilors to conduct interviews and provide council with individual recommendations (i.e., the councilors are not a part of an interview subcommittee and shall not deliberate or discuss the applicants except when giving their individual reports to council).

- 3. Nothing herein prohibits the mayor and council from conducting interviews and making recommendations to council as an interview subcommittee (requiring public meeting notice).
- 4. Nothing herein prohibits council from electing to conduct interviews of all applicants at a regular or special city council meeting.
- 5. Notwithstanding the above, the planning commission and budget committee applicants shall be interviewed at a regular or special city council meeting.

Background:

Item 1:

See the attached list of outside agencies needing a City representative. Please note the Mayor Notified the City Recorder 8/16/2022 "According to ODOT Lincoln City is not a part of the Mid-Willamette Valley Area Commission on Transportation. Their area does not include Highway 18 or 101."

Previously the Mayor has made these appointments during the City Council meeting.

Item 2:

The Mayor has also appointed individual Councilors to interview applicants for committee and board appointments. Normally two Councilors are appointed. We do not currently use subcommittees for interviews – if Council wants to use subcommittees, such interviews must be noticed under public meetings law.

Committee Applicant Interview assignments:

| | | |
|--------------------------|-----------------------|-----------------------|
| Committee | City Council member 1 | City Council member 2 |
| Arts Committee | | |
| Library Board | | |
| Parks Board | | |
| Sustainability Committee | | |

Budget Committee – Interview by the City Council
 Planning Commission – Interview by the City Council

Mayor and Council Options:

- 1) Appoint / Re-appoint interested Councilors to positions and make assignments for interviews.

Attachments:

20230728-Outside Agency Committee List (PDF)

Boards and Committees List For Interviews 72823 (DOCX)

**OUTSIDE CITY COMMITTEES/BOARDS/COMMISSIONS
WITH CITY REPRESENTATION
Revised July 10, 2023**

1. **Lincoln County State Transportation Improvement Fund Advisory Committee (LCSTIFAC)**

City Rep : Councilor Rick Mark (Council Appointment required)
Alternate : Councilor Riley Hoagland (Council Appointment required)
Meets : 3rd Thursday of January, April, July and October at 3:00 pm
Term : 3 years (expires December 31, 2025)
Location : Newport Chamber of Commerce
Purpose : Committee consists of representatives from all cities, and members at large, who give direction on matters relating to the Lincoln County Transit Service District.

2. **Lincoln County Solid Waste Disposal Service District Advisory Committee (SWAC)**

City Rep : Councilor Judy Casper (Council Appointment required)
Alternate : Councilor Riley Hoagland (Council Appointment required)
Term : Remains until resigns
Meets : 1st Tuesday of the Month at 10 AM
Location : Newport City Hall
Purpose : To advise the district on long-range planning for solid waste disposal, recycling education and promotion, and illegal dumping enforcement.

3. **Lincoln County Solid Waste Consortium (Agate Beach Landfill Closure)**

City Rep : Debbie Bridges, Finance Director
Alternate Rep: Scott Morgan, Finance Manager
Term : Until resigns
Purpose : Managing the long-term fund for closure of the Agate Beach Landfill.

4. **Oregon Coastal Zone Management Association (OCZMA)**

City Rep. : Councilor Rick Mark (Council Appointment required)
Alternate : Councilor Riley Hoagland (Council Appointment required)
Term : Until resigns
Meets : Meet quarterly
Location : Varies.
Purpose : Concentrates on a wide range of federal, state, and local issues that are uniquely coastal in nature – ports (continued dredging of the coastal harbors), fisheries (salmon disaster assistance and other fishery related work important to the Oregon Coast, coastal zone management and land use, ocean planning (issues such as marine protected areas, marine sanctuaries, wave energy, etc.), coastal tourism, coastal hazard issues (tsunamis, earthquakes, and landslides), coastal economics, coastal telecommunications and

coastal transportation. Also works closely with the Oregon’s Congressional Delegation and Oregon’s State Legislators representing the Oregon Coast relating to these issues.

Note : Cost to City is \$500/year

5. Cascade West Area Commission on Transportation (CWACTION)

- City Rep.** : Councilor Rick Mark (Council Appointment required)
- Alternate** : Councilor Mitch Parsons (Council Appointment required)
- Term** : 2 years (expires December 31, 2024)
- Meets** : About every 60 days
- Location** : Albany in person; or drive to Toledo and attend via teleconference at the Cascade West Council of Government office.
- Purpose** : Commission consists of officials from city and county agencies in Linn, Benton and Lincoln Counties. This agency is the city’s link to the Oregon Department of Transportation.

6. Cascade West Council of Governments (CWCOG) – Executive Board

- City Rep.** : Councilor Riley Hoagland (Council Appointment required)
- Alternate** : Mayor Wahlke (Council Appointment required)
- Meets** : Monthly with no set calendar
- Term** : Remains until resigns
- Location** : Albany (attends via video conference from Toledo)
- Purpose** : Oversees and approves policy decisions proposed by staff

7. Village at Cascade Head Homeowner’s Association (VCHHOA)

- President** : Councilor Mitch Parsons (Council Appointment required)
- Board Mem.** : Mayor Wahlke (Council Appointment required)
- Meets** : Annually
- Term** : Remains until resigns

8. HB 4123 Advisory Board

- City Rep** : Councilor Judy Casper (Council Appointment required)
- Alternate** : Councilor Mitch Parsons (Council Appointment required)
- Meets** : TBD
- Term** : Remains until resigns

Boards and Committees List For Interviews

Arts Committee: Councilor Hoagland & Councilor Casper

Library Board: Councilor Casper & Councilor Mark

Parks Board: Councilor Mark & Councilor Parsons

Sustainability Committee: Councilor Hoagland & Mayor Wahlke

*****Interview for candidates applying to serve on the Budget Committee and Planning Committee are performed by the entire Council. *****

Council Communication

Oath of Office

| | | | |
|-----------------|-----------------|------------------------|------------------------|
| Meeting Date: | January 8, 2024 | Primary Staff Contact: | Jamie Young |
| Department: | City Council | E-Mail: | JYoung@lincolncity.org |
| Secondary Dept: | | Secondary Contacts: | |
| Approval: | Daphnee Legarza | Estimated Time: | 30 minutes |

The City Recorder will administer the oath of office to the newly elected City Councilors; Todd Barker of Ward I; and, Marci Baker of Ward II.

The newly, sworn-in City Councilors will be given time make comments.

Council Communication

Design Consultant Services Award for Spring Lake Water Pump Station

| | | | |
|-----------------|-----------------|------------------------|-----------------------|
| Meeting Date: | January 8, 2024 | Primary Staff Contact: | Stephanie Reid |
| Department: | Public Works | E-Mail: | SReid@lincolncity.org |
| Secondary Dept: | | Secondary Contacts: | |
| Approval: | Daphnee Legarza | Estimated Time: | 5 minutes |

Question:

Should the City Council approve the preliminary design contract award for the Spring Lake Water Pump Station to RH2?

Staff Recommendation:

Staff recommends the City Council approve the preliminary design contract award for the Spring Lake Water Pump Station to RH2.

Authority:

Staff performed the engineering selection process by sending a Request for Proposal for design of the Spring Lake Water Pump Station to three consultants that are on the City's qualified consultant list. On the October 12, 2023 Staff received three proposals and selected RH2.

Background:

For FY 23/24 City Council approved \$130,000.00 to begin the design of the Spring Lake Water Pump Station. The current estimated cost of the Spring Lake Water Pump Station is \$2,000,000.00. The Spring Lake Water Pump station will be located at NE 14th Street & NE Port Ave.

The existing Surf Reservoir does not provide sufficient water pressure for the area around the reservoir and will need to be abandoned in the near future due lack of water pressure and structural issues. Construction of the Spring Lake Water Pump Station will provide the needed water pressure for the area currently served by the Surf Reservoir.

RH2 will provide the design and final construction drawings for the pump station and building (which is planned to include a public restroom for trail users). Staff will provide the onsite civil design and street improvements design.

Project Budget and Costs:

RH2 submitted to the City a design agreement for preliminary design services for \$127,520.00. The City Council approved \$130,000.00 in the Fiscal Year 23/24 budget for preliminary design. The design agreement proposal also proposes a final design and construction services budget of \$216,343.00. The cost for the final design will be requested for Fiscal Year 2024/25.

Recommendation:

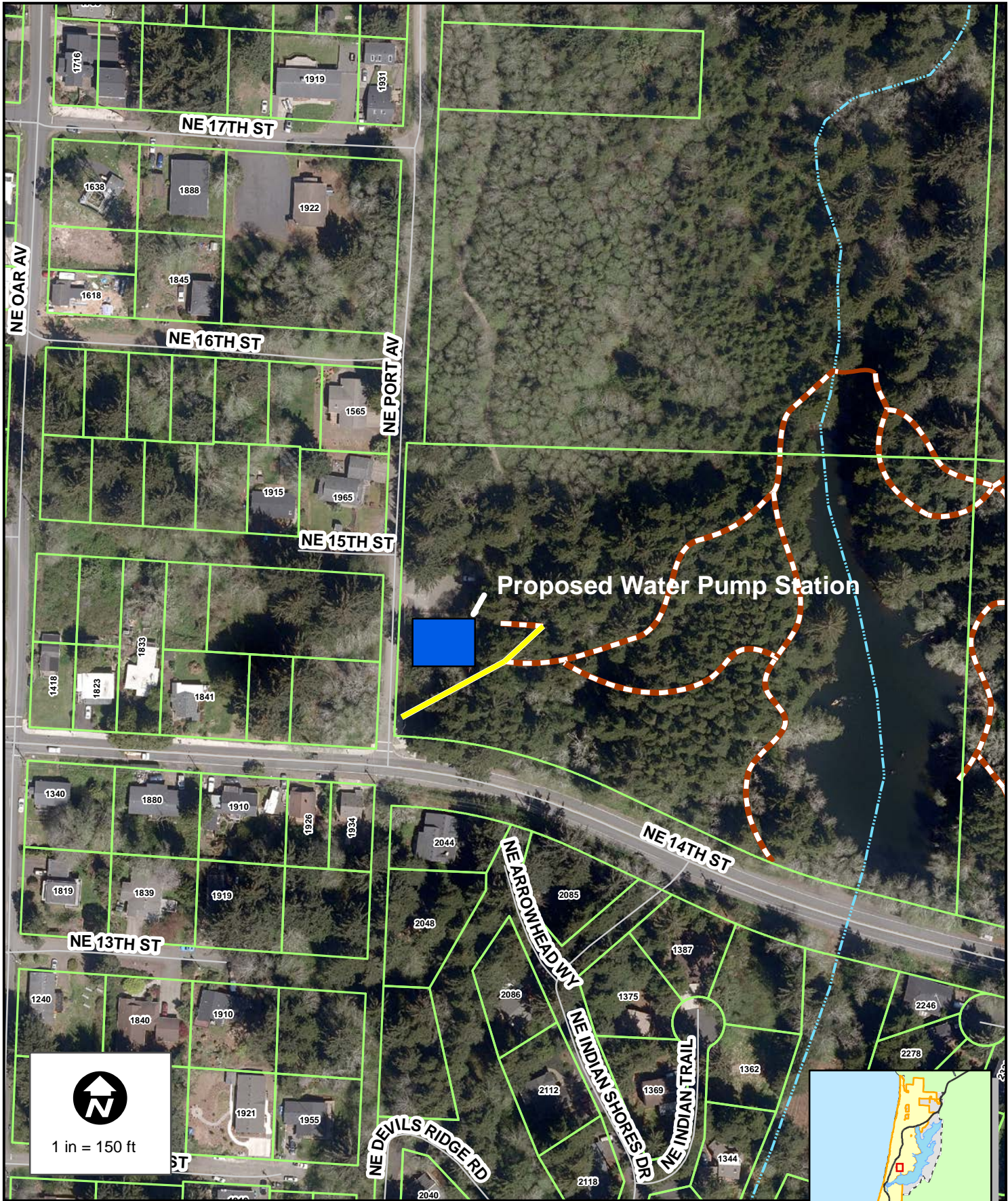
Staff recommends the preliminary design contract be awarded to RH2 in the amount of \$127,520.00.

Motions:

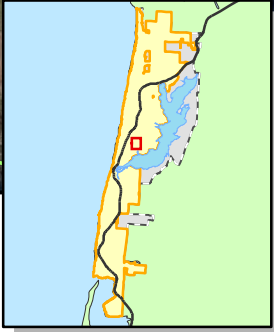
Move to direct staff to enter into a preliminary design contract award for the Spring Lake Pump Station with RH2 in the amount of \$127,520.00.

Attachments:

Proposed Water Pump Station - Vicinity Map (PDF)




 1 in = 150 ft



Spring Lake Water Pump Station Site



City of Lincoln City government use only. Use for any other purpose is entirely at the risk of the user. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date: 1/3/2024