



AGENDA

Wayfinding Committee Meeting

The City of Newport's Wayfinding Committee will hold a meeting from 8:30 A.M. Friday, September 6, 2013. The meeting will be held in the City Manager's Office Conference Room, of the Newport City Hall, 169 S.W. Coast Highway, Newport, Oregon 97365. A copy of the meeting agenda follows.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Peggy Hawker, City Recorder, at 541-574-0613.

The Committee reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary.

- I. Call to Order
- II. Approval of Minutes from Aug. 2, 2013 meeting
- III. Old Business
 - a. Wayfinding Map
 - i. Mike Eastman to provide sign posting cost estimates.
 - b. Tsunami signage
 - i. Tim Gross will provide a map showing proposed sign placements.
 - c. Staff report re: Hallmark Inn easement and beach access
 - i. Bob Fuller to present documents and photos of public parking area and public beach access path.
- IV. New Business
- V. Committee Comments
- VI. Public Comment
- VII. Adjourn

AGREEMENT TO PROVIDE EASEMENTS

THIS AGREEMENT, made and dated this 5th day of June, 1990, by and between HALLMARK INNS & RESORTS, INC., a Washington corporation, hereinafter called "Owner," and the CITY OF NEWPORT, a political subdivision of the State of Oregon, hereinafter called "City,"

WITNESSETH;

WHEREAS, owner desires to obtain the vacation of Conor Street in the City of Newport, in order to prepare for the development of certain adjacent property owned by owner, and

WHEREAS, although such street right-of-way is not needed for purposes of vehicular traffic, such street right-of-way could be used for the purpose of providing public access, and

WHEREAS, owner is further obligated to provide certain easements and parking to the City of Newport pursuant to prior agreements and understandings between owner and/or owner's predecessors, and

WHEREAS, the parties desire to provide for the creation of such easements,

Now, therefore, the parties, each in consideration of the other, of the provisions of this agreement and of the prior agreements between the parties and their predecessors, agree as hereinafter set forth. Those persons holding encumbrances on the

Hallmark

subject property execute this agreement to subordinate their right, title, interest or encumbrance to the provisions of this agreement. The parties agree as follows:

1. Owner hereby grants, conveys and warrants to the City of Newport certain permanent easements, more particularly described in Paragraph 2, below, over, upon and across portions of the land of owner more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (which includes any portion of any vacated street inuring to the land so described in Exhibit A, now or in the future).

2. The easements are as follows:

Easement No. 1. An easement to the City of Newport for purposes of public access to the Pacific Ocean beach in the general vicinity of S. W. Euilo Street, said easement to commence at a point on the right-of-way of S. W. Euilo Street and proceed thence in a general westerly direction, as the terrain shall require. Said easement shall be approximately 10 feet in width, together with such cuts and fills and changes in direction as may be necessary to conform to the terrain and to allow construction of the easement at reasonable cost. The easement is for the purpose of providing pedestrian access to and from the beach and does not allow any vehicular use. Owner shall construct within such easement a pathway and stairs to the beach no later than April 1, 1993, and thereafter shall maintain the same. For that reason, the City of Newport shall have no independent authority to construct or maintain permanent structures within the easement (including the stairs, surfaced walkways or retaining walls which may be required), but this shall not preclude the City from enforcing its rights to require owner to do so as required by the provisions hereof.

Easement No. 2. Easement No. 2 shall be generally the same as the above described easement No. 1, but shall run from the westerly right-of-way of S. W. Elizabeth Street along the right-of-way of Conor Street to a point near the bluff line of the Pacific Ocean, and

thence down to the ocean beach in such manner as the terrain shall dictate. All terms, conditions, requirements and obligations of such easement shall be the same as provided for Easement No. 1, above.

Easement No. 3. An easement to the City of Newport for public parking (to be available to the public at large and not merely to customers of the businesses operated on the premises by owner or owner's successor), to comprise ten parking spaces, to be generally adjacent to the right-of-way of S. W. Elizabeth Street, to be laid out and located as the grantor shall reasonably determine, but to have reasonable access and to be generally near the public beach access easement extending from Euilo Street, in the area south of Euilo Street. It shall be the responsibility of owner to construct and pave the parking area as part of any development of the property, but the City of Newport shall have the right to enter into and upon the property to construct, reconstruct, maintain and repair such parking lot at its option (and without obligation), at the expense of owner, should owner fail so to do.

3. The consideration to be provided pursuant to this agreement shall be in lieu of, and owner shall be released from, other and prior agreements with respect to the provision of public parking. Therefore, the consideration for this transfer, stated in terms of Dollars, is none, but there is other good and valuable consideration which is the whole thereof.

4. The easements hereby created are permanent, and shall be

binding on Owner and Owner's successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement the day and year above set forth.

Owner:
HALLMARK INNS & RESORTS, INC.

By William Alred
Title: Executive Vice Chief Operating Officer

CITY OF NEWPORT
By Mark Nelson
Mayor

The encumbrances upon the foregoing property are hereby subordinated to the rights of the City of Newport under the foregoing easement agreement:

PACIFIC FIRST FEDERAL SAVINGS BANK
By Tom Hard
Title: Bank President

STATE OF OREGON)
County of MULTNOMAH) ss. JUNE 5, 1990.

Personally appeared the above named WILLIAM J. ALLRED, personally known to me to be an authorized officer of HALLMARK INNS AND RESORTS, INC., and acknowledged the foregoing instrument to be the voluntary act and deed of said corporation.

Before me:

(Connie Diane Bork)
Notary Public for Oregon/My commission expires: 12/18/92

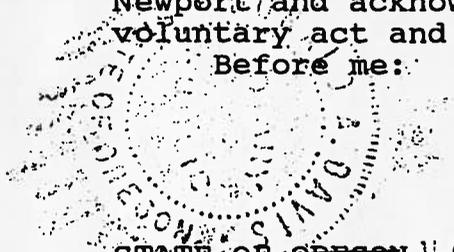
CONNIE DIANE BORK
NOTARY PUBLIC - OREGON
My Commission Expires _____

STATE OF OREGON
County of Lincoln) ss. June 19, 1990.

Personally appeared the above named Mayor of the City of Newport and acknowledged the foregoing instrument to be the voluntary act and deed of said City.

Before me:

Donald A Davis
Notary Public for Oregon/My commission expires: 12-7-92



STATE OF OREGON Washington
County of King) ss. April 4, 1991.

Personally appeared the above named Tom Hunt, personally known to me to be an authorized officer of PACIFIC FIRST FEDERAL SAVINGS BANK, and acknowledged the foregoing instrument to be the voluntary act and deed of said corporation.

Before me:

[Signature]
Notary Public for Oregon/My commission expires: 10/8/94

I reside in: Emeralds



EXHIBIT A

Beginning at the northeasterly corner of Lot 5, Block 1, BLOOMER'S ADDITION TO NEWPORT, a subdivision of record in Lincoln County, Oregon; thence northerly along the northerly extension of the easterly line of said Lot 5, Block 1, a distance of 30 feet, more or less, to the southeasterly corner of that tract of land conveyed to Elmar Investments, recorded in Book 64, Page 888, Microfilm Records for Lincoln county, Oregon; thence westerly along the southerly line of said Elmar Investments Tract to the Approximate High Tide Line; thence southerly along said Approximate High Tide Line to the westerly extension of the northerly line of said Lot 5, Block 1; thence easterly along said westerly extension of the northerly line of said lot 5, Block 1, and also said northerly line of Lot 5, Block 1, to the point of beginning (see map).

EXHIBIT A
TO
AGREEMENT TO PROVIDE EASEMENTS

PARCEL 2. All of Blocks 1 and 2, BLOOMERS ADDITION TO NEWPORT, in Lincoln County, Oregon; together with that portion of S.W. Mark Street which inured thereto upon vacation recorded February 19, 1980 in Volume 110, page 800, Film Records.

PARCEL 4. Beginning at a point on the South line of Euilo Street, and that is North 645 feet and West 235 feet from the Southeast corner of Lot 3 in Section 7, T 11 S, R 11 W, W.M., in Lincoln County, Oregon; running thence South 125 feet to the North line of Lot 8, Block 2, LEE WILLIAMS ADDITION TO NEWPORT; running thence West to the meander line of the Pacific Ocean; thence Northerly along said meander line 125 feet, more or less, to a point West of the point of beginning; thence East to the point of beginning.

PARCEL 5. Beginning at a point 645 feet North and 235 feet West of the Southeast corner of U.S. Lot 3 in said section, said point being on the South line of Euilo Street as shown on the Plat of BLOOMER'S ADDITION TO NEWPORT; thence East along said South line 205 feet, more or less, to a point on the West line of Elizabeth Street; thence South along said West line, 115 feet to a point that is 10 feet North of the Northeast corner of Lot 9, Block 2, LEE WILLIAMS PARK ADDITION TO NEWPORT; thence Northwesterly to a point that is 20 feet North and 24 feet West of said Northeast corner; thence Westerly parallel with the North line of said Lot 9, 91 feet to a point North of the Northwest corner of said Lot 9; thence South 20 feet to the said Northwest corner; thence West along the North line of Lot 8, Block 2, LEE WILLIAMS PARK ADDITION TO NEWPORT, to a point South of the point of beginning; thence North 125 feet to the point of beginning.

EXCEPTING FROM ALL OF THE ABOVE PARCELS any portion lying belong the mean high tide line of the Pacific Ocean.

The foregoing description is reviewed and approved:

HALLMARK INNS & RESORTS, INC.

CITY OF NEWPORT

BY William J. Wood

Mark Collier
Mayor

PACIFIC FIRST FEDERAL SAVINGS BANK

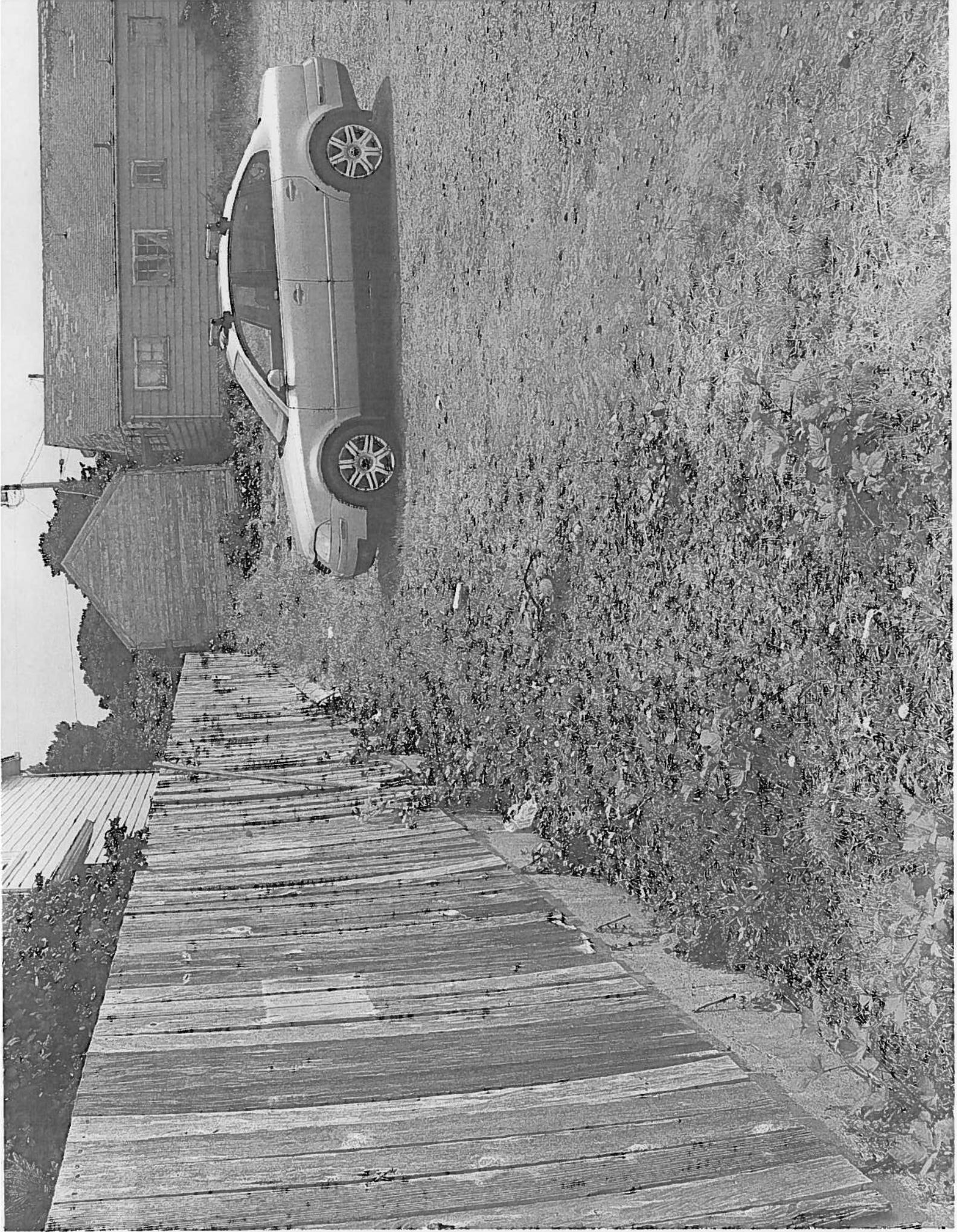
BY Tom Hars

AFTER RECORDING, RETURN
TO: MINOR, BEESON & BOONE, P.C.
P.O. BOX 510
NEWPORT, OR 97365

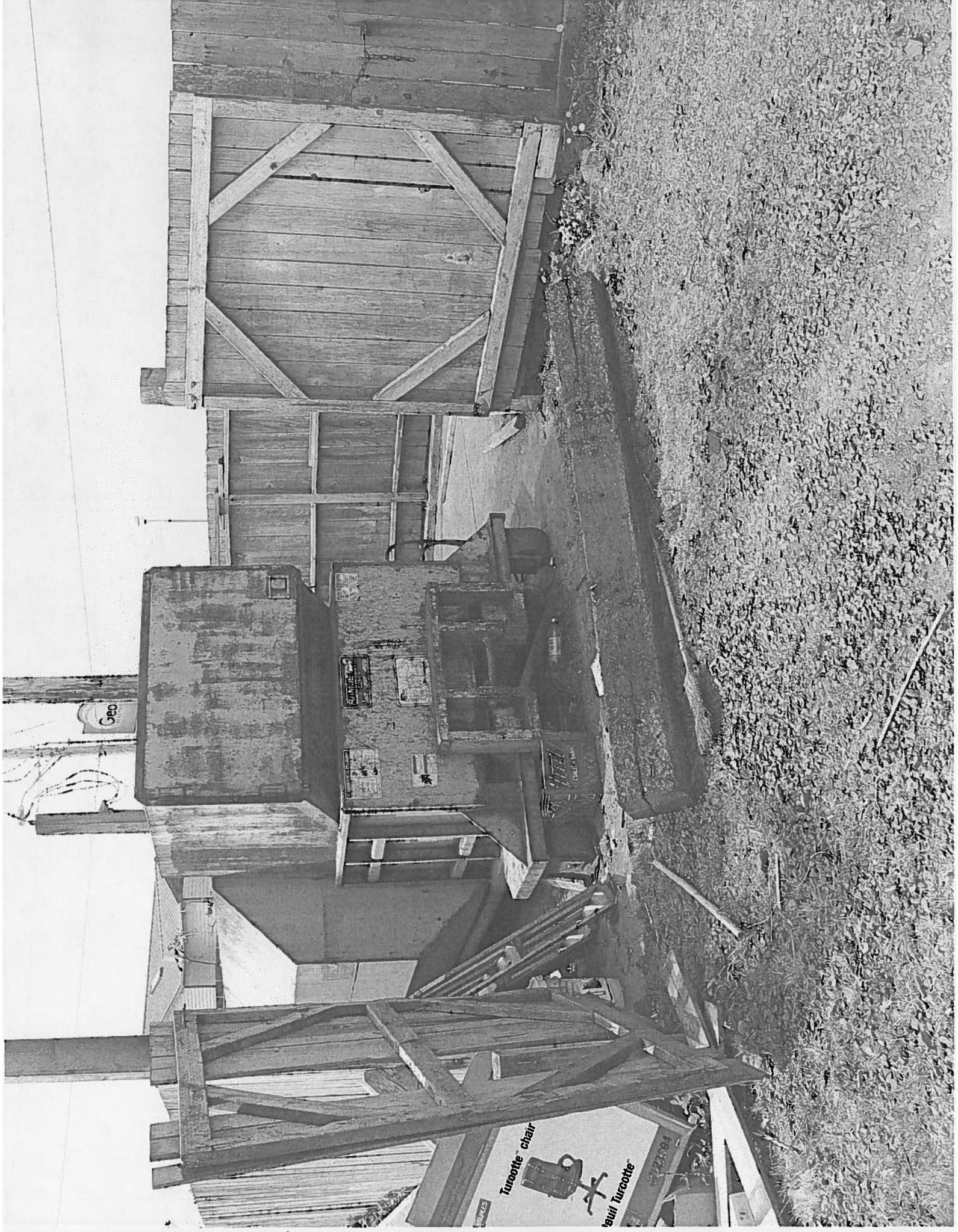












Geo

Turcootte chair

Turcootte

