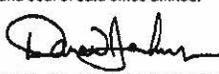


WST0176/49 acco

<p>Grantor: City of Newport 169 SW Coast Highway Newport, OR 97365</p> <p>Grantees: Scott D. Hoeft, Successor Trustee of The Donald L. Hoeft Marital Trust, and</p> <p>Scott D. Hoeft, Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002</p> <p>After recording return to: Adam C. Springer, Attorney PO Box 1987 Newport, OR 97365</p>	<p style="text-align: center;">SPACE RESERVED FOR RECORDERS USE</p> <div style="border: 1px solid black; padding: 5px;"> <p>Lincoln County, Oregon 08/23/2019 03:48:00 PM 2019-08108 DOC-E Cnt=1 Pgs=3 Stn=20 \$15.00 \$11.00 \$10.00 \$60.00 \$7.00 \$103.00</p> <p>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.</p> <p style="text-align: center;"> Dana W. Jenkins, Lincoln County Clerk</p>  </div>
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EASEMENT TO HOEFT FAMILY TRUST

This Easement Agreement is made this 22 day of August, 2019.

RECITALS:

A. City of Newport, hereinafter "Grantor", owns real property in Lincoln County, Oregon described as:

That portion of Lot 12 Block 1 of Fredricksburg, being in the Northwest Quarter of the Northeast Quarter of Section 8, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon. More particularly described as:

Beginning at The Southeast corner of said Lot 12; thence North 0°48'03" West 5.10 feet along the East line of Lot 12; thence North 53°00' 00" West, 22.31 feet to that tract described in MF 205 Page 225 of Lincoln County Deed Records; thence South 19°46'01" West along SE 10th Street, 18.74 feet to the South line of Lot 12; thence South 87°52'30" East, 24.24 feet to the point of beginning.

B. Scott D. Hoeft, as Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002, and Scott D. Hoeft, as Successor Trustee of The Donald L. Hoeft Marital Trust, hereinafter "Grantees" own certain real property located in Lincoln County, Oregon described as:

That part of Section 8, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southwest corner of Lot 13, Block 1 of Fredricksburg, Book 1 Page 21 of Lincoln County Plat Records ; thence South 87°52'37" East along the Southern boundary of Fredricksburg, 120.87 feet to Penter Lane; thence following the Western side of Penter Lane, South 0°34'22" East, 14.51 feet; thence South 44°16'07" East, 78.49 feet; thence South 27°05'54" East, 24.98 feet to an iron rod; thence South 62°54'00" West, 145.21 feet to an iron rod on the East line of Lot 7, Block 41 of Case & Bayley's second Addition; thence North 26°31'42" West, 100.00 feet; thence North 26°30'00" West, 83.81 feet to the Southern boundary of Lot 12, Block 1 of Fredricksburg; thence South 87°52'30" East, 24.24 feet to the point of beginning.

C. Grantor desires to grant Grantees a perpetual easement over and across a certain portion of Grantor's Property on the terms and conditions set forth herein.

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TERMS AND CONDITIONS OF EASEMENT:

1. **GRANT AND LOCATION OF EASEMENT.** Grantor hereby grants, gives and conveys to Grantees an easement over the portion of Grantor's Property described in Paragraph A of the Recitals above.

2. **CONSIDERATION.** The consideration paid for this agreement is an easement from Grantees to Grantor over another portion of real property, the receipt and sufficiency of which is hereby acknowledged.

3. **PURPOSE.** This easement granted herein is for the purpose of allowing Grantees ingress and egress to the property described in Paragraph B of the Recitals. The easement granted for ingress and egress includes the right to install, maintain, repair and replace a driveway to serve the property.

4. **PROPERTY BENEFITED AND BURDENED.** The easement shall benefit Grantees' property and burden Grantor's property.

5. **PRIOR EASEMENT.** The easement granted herein shall be subject to all prior easements and encumbrances of record.

6. **DURATION.** This easement shall be perpetual.

7. **MAINTENANCE AND REPAIR.** Grantees, their employees, independent contractors and invitees shall have the right to enter upon the easement at reasonable times and for reasonable lengths of time to construct, maintain and repair the driveway to accomplish the purposes of the easement. The obligation to maintain, and repair the driveway located within the easement shall be borne by Grantees. In the event any damage is caused to Grantor's property by Grantees, Grantees' agents or independent contractors, Grantees shall promptly, at their expense, make necessary repairs to repair and restore the property to the condition existing prior to the damage. If Grantees fail to make such repairs promptly, Grantor may make such repairs and shall be entitled to be reimbursed by Grantees.

8. **ATTORNEY'S FEES.** In the event any suit or action is filed to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party the prevailing party's costs and attorney's fees, including attorney's fees and costs on any appeal.

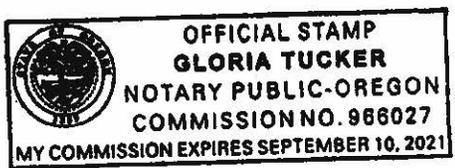
IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed this 23rd day of August, 2019.

CITY OF NEWPORT
Margaret M Hawker
By:

STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me this 23 day of August 2019, by Margaret Hawker.

Gloria Tucker
Notary Public for Oregon
My commission expires: 9/10/2021



Scott D. Hoeft TRUSTEE

Scott D. Hoeft, Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002

Scott D. Hoeft TRUSTEE

Scott D. Hoeft, Successor Trustee of The Donald L. Hoeft Marital Trust

STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me this 22nd day of Aug., 2019, by Scott D. Hoeft, Successor Trustee of The Luella Hoeft Family Trust, Dated February 20, 2002 and Scott D. Hoeft, Successor Trustee of The Donald L. Hoeft Marital Trust as his voluntary act and deed.

Anji M. Mitchell

Notary Public for Oregon
My commission expires: 3-1-21

