

AMENDED & RESTATED
YEAR 2000 DEVELOPMENT PLAN

LINCOLN CITY

August 25, 2014

2014
Lincoln City Urban Renewal Agency
Lincoln City, OR

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PART 1 – TEXT

AMENDED AND RESTATED
YEAR 2000 DEVELOPMENT PLAN

An Urban Renewal Plan and Program
of the City of Lincoln City, Oregon

Approved by Lincoln City Council on

August 25, 2014

By Council Ordinance No. 2014-20

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17	Resolution No. UR 2001-04, July 9, 2001
18	Resolution No. UR 2003-03, March 24, 2003
19	Resolution No. UR 2003-04, April 28, 2003
20	Resolution No. UR 2003-07, July 28, 2003
21	Resolution No. UR 2005-05, November 14, 2005
22	Resolution No. UR 2007-02, March 12, 2007
23	Resolution No. UR 2007-06, June 25, 2007
24	Resolution No. UR 2008-07, July 28, 2008
25	Resolution No. UR 2009-07 July 27, 2009 (Also Ordinance No. 2009-10)
26	Resolution No. UR 2014-02, February 10, 2014
27	Resolution No. UR 2017-02, May 8, 2017

PART ONE

SECTION 100 – INTRODUCTION

The Year 2000 Development Plan was originally approved by the City Council of Lincoln City on October 27, 1988 (the “Original Plan”). The Original Plan was subsequently amended by numerous minor amendments, by substantial amendment to comply with the requirements of Measure 50, and then by substantial amendment in 2009. This Amended and Restated Year 2000 Development Plan (the “Plan”) restates the Original Plan to incorporate all amendments to the Plan through July, 2009.

The Urban Renewal Area for the Plan encompasses 698.04¹ acres, entirely within incorporated City of Lincoln City and consists of a single geographic sector of the City. The frozen base of the Area has an assessed value of \$62,147,385², as shown in the certified statement to the assessor.

This Plan consists of two parts -- Part 1, Text and Part 2, Exhibits, and has been prepared by the Lincoln City Urban Renewal Agency and pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes (“ORS”), the Oregon Constitution and all other applicable state and local laws.

SECTION 110 – CITY/AGENCY RELATIONSHIP

The Governing Body (Council) of the City of Lincoln City on September 26, 1988, by Ordinance Number 88-14, declared that blighted areas exist within the City and that there is a need for an Urban Renewal Agency. The City Council, by the approval of such Ordinance Number 88-14, designated that the City Council members shall serve as the Urban Renewal Agency. Pursuant to the provisions of ORS 457.035, the Urban Renewal Agency is, “. . . a public body corporate and politic . . .”, and, in accordance with the provisions of ORS 457.045(3), “. . . any act of the urban renewal agency shall be, and shall be considered, the act of the urban renewal agency only and not of the governing body.”

The relationship between the City of Lincoln City, an Oregon Municipal Corporation and the Lincoln City Urban Renewal Agency shall be as contemplated by Chapter 457 of the ORS. Nothing contained in this Plan, nor the City’s supplying of services or personnel, nor the budgeting requirements of this Plan shall in any way be construed as departing from or disturbing the relationship contemplated by Chapter 457 of the ORS.

¹ The Original Plan listed 619.47 as the acreage for the Area. The boundaries of the Area have not changed. The difference between the original figure and the revised 606.25 figure is attributable to the difference in calculation of acreage by the County Assessor versus the City. The Plan includes the acreage count provided by the City’s GIS information. The 2014 Substantial Amendment added acreage to come to the 698.04 number.

² The original frozen base was \$47,608,455. The 2014 Substantial Amendment added property with an estimated real property value of \$14,538,930. The frozen base will be re-certified after this amendment is passed and the Assessor certifies the base.

SECTION 200 – DEFINITIONS

As used in the construction of this Plan, unless the context requires otherwise, the following definitions shall apply:

201. **AGENCY** means the Lincoln City Urban Renewal Agency which, in accordance with the provisions of Chapter 457.035 and 457.045 of the ORS is the Urban Renewal Agency of the City of Lincoln City, Lincoln County, Oregon.
202. **AREA** means the geographic area of the Plan.
203. **BLIGHTED AREAS** means areas which by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community. A blighted area is characterized by the existence of one or more of the following conditions:
 - A. The existence of buildings and structures, used or intended to be used for living, commercial, industrial or other purposes, or any combination of those uses, that are unfit or unsafe to occupy for those purposes because of any one or a combination of the following conditions:
 1. Defective design and quality of physical construction;
 2. Faulty interior arrangement and exterior spacing;
 3. Overcrowding and a high density of population;
 4. Inadequate provision for ventilation, light, sanitation, open spaces and recreation facilities; or
 5. Obsolescence, deterioration, dilapidation, mixed character or shifting of uses;
 - B. An economic dislocation, deterioration or disuse of property resulting from faulty planning;
 - C. The division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development;
 - D. The laying out of property or lots in disregard of contours, drainage and other physical characteristics of the terrain and surrounding conditions;
 - E. The existence of inadequate streets and other rights-of-way, open spaces and utilities;
 - F. The existence of property or lots or other areas which are subject to inundation by water;

- G. A prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered;
 - H. A growing or total lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety and welfare; or
 - I. A loss of population and reduction of proper utilization of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.
204. **BOARD OF COUNTY COMMISSIONERS** or **BOARD** means the governing body of Lincoln County.
205. **CITY** means the City of Lincoln City, Lincoln County, Oregon.
206. **CITY COUNCIL** or **COUNCIL** means the governing body of the City.
207. **COMPREHENSIVE PLAN** means the Land Use Plan of the City including all of its policies, procedures and implementing provisions.
208. **COUNTY** means Lincoln County, Oregon.
209. **EXHIBIT** means an attachment, either narrative or graphic, to this Plan and set forth in Part 2 of this Plan.
210. **ORIGINAL PLAN** means the Year 2000 Development Plan as it was originally approved on October 27, 1988.
211. **ORS** means the Oregon Revised Statutes as they may be amended.
212. **PLAN** means this Amended and Restated Year 2000 Development Plan, including any subsequent amendments.
213. **STATE** means the State of Oregon.
214. **TAX INCREMENT FINANCING** means a method of financing indebtedness incurred by the Agency in preparing and implementing the Plan authorized by ORS sections 457.420 through 457.450.
215. **TAXING BODY** means all legally authorized taxing entities which levy ad valorem taxes within the boundaries of the Area. They include:

<u>Taxing Body</u>	<u>Tax Code Areas</u>
Lincoln County	412, 416
Lincoln County Schools	412, 416
Lincoln County Extension	412, 416

Oregon Coast Community College	412, 416
ESD Linn-Benton	412, 416
Lincoln County Transportation	412, 416
City of Lincoln City	412, 416
North Lincoln County Fire & Rescue	412, 416
North Lincoln Hospital	412, 416
Devils Lake Water (In)	416
Devils Lake Water (Out)	412

216. **TAX CODE AREAS** means County designated tax sub-areas. The Tax Code Areas included within the boundaries of the Area, as of July, 2009, are: 412, 416.

217. **TEXT** means Part 1 of the Plan.

SECTION 300 – LEGAL BOUNDARY DESCRIPTION

The legal description of the boundaries of the Plan are set forth in Part 2 of this Plan as follows:

301. **Exhibit 1** – Narrative Legal Description of Area, including a listing of affected tax lots.
302. **Exhibit 2A, 2B, 2C and 2D** – Graphic (Maps) Description of the Area Divided into Four Separate Sectors.

SECTION 400 – MISSION STATEMENT, GOALS AND OBJECTIVES OF THE AGENCY FOR THE PLAN.

401. MISSION STATEMENT

The mission of the Agency is to eliminate blight and depreciating property values in areas within the Agency’s jurisdiction and in the process, attract job producing private investments that will improve property values, improve the Area’s visual quality and establish a positive linkage between the Area and the Pacific Ocean -- all in a manner which will be compatible with the City’s natural and man-made setting.

402. GOALS AND OBJECTIVES

To accomplish its mission the Agency will develop and implement an urban renewal program known as the Plan, the goals and objectives of which are:

- A. To resolve the problems created by existing blighted conditions so that unused and underused properties can be placed in productive condition and utilized at their highest and best use.
- B. To enhance opportunities for business and tourist-related property to be developed, redeveloped, improved, rehabilitated and conserved in ways which will:
 - 1. Ensure that traffic flow, off-street parking, and other public facilities within the Area are adequate to accommodate current and future development;
 - 2. Improve the Area’s visual quality consistent with that of the Oregon Coast’s natural environment;
 - 3. Encourage the expansion and development of businesses that will produce jobs for the people of the City;
 - 4. Increase property values so that the Area will contribute its fair share to the costs of providing public services;
 - 5. Leverage the Agency’s financial resources to the maximum extent possible with other public and private investment and other funding sources.
- C. To place underground, present overhead utility systems along the Highway 101 Corridor and SW 51st Street -- areas of maximum visual impact.
- D. To cooperate with property owners in the rehabilitation of their buildings and property.
- E. To install coordinated street furniture, night lighting fixtures, walking surfaces and landscaping in areas of maximum pedestrian concentration.
- F. To improve the City’s economic vitality and its ability to provide municipal services.

- G. To be sensitive to, and to minimize to the greatest extent possible, the effects of tax increment financing upon the affected taxing bodies.

403. RELATIONSHIP OF PLAN TO LOCAL OBJECTIVES

This Plan is intended to further the objectives of the Comprehensive Plan. Further, within the Highway 101 Corridor, this Plan is intended to improve the Area's drainage systems, land uses, traffic flow, off-street parking, access to and from the Highway and to improve the visual quality of the man-built environment.

404. CONSISTENCY WITH CITY'S COMPREHENSIVE PLAN

This Plan has been prepared in conformity with the City's adopted Comprehensive Plan, printed in October 1998 and as thereafter amended, including its goals, policies, procedures and implementing provisions. The following statements are for conformance of the 2014 Substantial Amendment to the Comprehensive Plan. The language in *italics* is from the Comprehensive Plan, the language in **bold** shows how the 2014 Substantial Amendment conforms to the Comprehensive Plan.

Goal: Citizen's Involvement

Develop a Citizen Involvement Program which ensures the continued participation of citizens in the land use planning process.

Policy: Lincoln City shall assure that a reasonable effort is made to encourage the opportunity for citizens to attend public meetings.

There are two formal opportunities for public comment on the proposed 2014 urban renewal plan amendment, the planning commission meeting which was advertised in the newspaper and to all neighborhood associations in the Area, and the City Council Hearing. The notice for the City Council hearing will include a city wide notice as required by ORS 457.120.

Goal: Public Services and Utilities

To plan and develop a timely, orderly and efficient arrangement of public facility and services which compliment (sic) the area and serve as a framework for urban and rural development.

The addition of the lift station property to the urban renewal area allows the city to upgrade the lift stations, allowing for new development in the Area and in the city as a whole.

Goal: Housing

To provide for the housing needs of all citizens.

The change in this amendment will add property to the boundary and add to the Plan’s Section 600 the following language: “Within the limitations of the Agency, partner in development of Workforce Housing in the Area.” These additions will not impact this goal. It will also provide for the upgrading of utilities and the transportation network, which could help stimulate the development of housing both within the Area and in adjacent areas.

Goal: Economy

To support the tourist industry and achieve a degree of diversity in the community which will allow a balanced economy that will, in turn, support an adequate level of services for all members of the area.

Policy 4: Lincoln City shall explore incentives for economic development in order to expand and increase the productivity of commerce and industry.

The change in this amendment will add property to the boundary allowing for projects to be completed in the Area including improvements to the lift stations, improvements to the transportation system, and potential Economic Development assistance to properties being added to the Area. This amendment includes in the Plan’s Section 600 Economic Development Assistance, the opportunity to partner in development of workforce housing in the Area, as previously mentioned under the housing goal. These improvements will allow for greater development capacity both in the Area and in the city of Lincoln City as a whole. The increase in the capacity of the lift stations allows for future development beyond the present limitations.

Goal: Aesthetics

To develop a livable and pleasing city which enhances activities while protecting the exceptional aesthetic quality of the area.

The change in this amendment will add property to the boundary, allowing for the use of urban renewal funds to improve property in the Area. Some of this property may apply for the Rehabilitation (Façade Improvement) loan program.

Goal: Transportation

To provide a safe, convenient and rapid transportation network to facilitate the movement of goods and people.

The change in this amendment will add property to the boundary. This addition will allow for the use of urban renewal funds to make improvements to the transportation network, such as streets and sidewalks, within the area to be added. These improvements will better serve the citizens of Lincoln City.

Goal: Energy

To conserve energy.

The change in this amendment will add property to the boundary. Some of this property may apply for the Energy Efficiency loan program.

Goal: Overall Environmental

To achieve a balance between the need to provide housing and services and the need to protect and enhance the natural environments of the city.

The change in this amendment will add property to the boundary. This addition will not impact this goal.

Land Uses: The proposed land uses are not being changed from what is presently adopted in the Plan and those land uses are in conformance with the Comprehensive Plan.

The proposed land uses are in conformance with the Comprehensive Plan.

405. CONSISTENCY WITH ECONOMIC DEVELOPMENT POLICY

This Plan also has been prepared consistent with the Economic Element of the City's Comprehensive Plan as identified above.

SECTION 500 – LAND USE PLAN

The use and development of all land within the Plan shall comply with the provisions of the City's Comprehensive Plan and all of its applicable implementing provisions. The Comprehensive Plan is the City's acknowledged Plan as required by State Law.

501. LAND USE DESIGNATIONS

The land use designations of the City's Comprehensive Plan which affect the Area are delineated in Exhibits 3A-3D of this Plan and are described in full in the Lincoln City Municipal Code Title 17, Zoning, and uncodified zoning ordinances adopted as of June 1, 2009.

Designation and Zoning Ordinance Section Number:

R1.5: Single Family Residential, Chapter 17.16

17.16.010 Purpose.

To promote and encourage a suitable environment for family living and to protect and stabilize the residential characteristics of the zone. The R-1 zone is intended to provide primarily for single-family dwellings. (Ord. 95-15 § 3(1); Ord. 84-2 § 3.010(1)). Required minimum lot area 5,000 square feet.

R1.7.5, Single Family Residential, Chapter 17.16

17.16.010 Purpose.

To promote and encourage a suitable environment for family living and to protect and stabilize the residential characteristics of the zone. The R-1 zone is intended to provide primarily for single-family dwellings. (Ord. 95-15 § 3(1); Ord. 84-2 § 3.010(1)). Required minimum lot area 7,500 square feet.

RM: Multiple-Family Residential, Chapter 17.20

17.20.010 Purpose.

This zoning district is designed to provide an environment suitable for higher density urban residential uses, and community services. (Ord. 90-11 § 1(1); Ord. 84-2 § 3.040(1)). Minimum lot size 5,000 square feet for single-family dwelling, 8,000 square feet for duplex.

RC: Recreation-Commercial, Chapter 17.28

17.28.010 Purpose.

The recreation-commercial zone (RC) is provided for those commercial uses having a definite relationship to the community's resort and recreation industry. Allowed uses provide food, lodging, recreational activities and services that have a resort rather than a carnival character. Residential multifamily housing is also permitted which meets demands for housing in areas of concentrated recreation services, including seasonal and retirement homes. (Ord. 84-2 § 3.060(1))

GC: General Commercial, Chapter 17.32

17.32.010 Purpose.

The general commercial zone (GC) is provided to accommodate a wide range of retail commercial uses including those which attract shoppers from a community or larger market area, as well as convenience service/retail uses and single-family residential dwelling units. Retail commercial uses are those that sell services and/or products to the ultimate consumer. Also permitted as conditional uses are low intensity fabrication uses and other limited service facilities as listed. (Ord. 84-2 § 3.070(1))

PI: Planned Industrial, Chapter 17.36

17.36.010 Purpose

The planned industrial (PI) zone is provided to accommodate light industrial manufacturing, wholesale and warehousing commercial uses. (Ord. 84-2 § 3.080(1))

RR: Recreation Residential, Chapter 17.40

17.40.010 Purpose

The recreation-residential zoning district is intended to establish sites for a wide range of residential activities from weekend and seasonal residents to year-round residents in single-family homes, manufactured homes, and recreational vehicles sited on individual lots.

P: Park, Chapter 17.42

17.42.010 Purpose

The purpose of the park (P) zone is to provide designated areas for parks and recreational facilities in the city. (Ord. 2002-01 § 3; Ord. 84-2 § 3.095(1))

OS: Open Space, Chapter 17.43

17.43.010 Purpose

The primary purposes of the open space zone are to preserve open space for future generations, maintain water quality in lakes and streams, provide educational opportunities, protect significant and sensitive natural resource areas and enhance the city's scenic beauty. The open space zone is intended to ensure that designated lands remain in their natural state, including reclaimed areas, by protecting such areas from development and preserving open space. The secondary purpose includes uses such as passive recreational activities such as nature walks and educational activities. Areas designated within the open space zone include lands having valuable wildlife habitat, exceptional aesthetic or flood control value, wetlands, riparian areas and areas with significant environmental constraints. Protecting sensitive natural areas is important for maintaining water quality and aquatic habitat, preserving wildlife habitat and sensitive plant communities, and providing flood control. (Ord. 2002-03 § 3; Ord. 84-2 § 3.096(1)).

TVC: Taft Village Core, Chapter 17.45

17.45.010 Purpose

The purpose of the Taft Village core (TVC) zone is to provide for a wide variety of uses, including retail, professional office, service-oriented businesses, single-family and multifamily residences and combinations of the above in mixed use developments within a core area of the village of Taft where concentrations of a variety of uses will encourage a pedestrian-oriented pattern of development that is different from the patterns found between Lincoln City's village nodes. (Ord. 2000-09 § 3; Ord. 84-2 § 3.105(1))

502. The City's acknowledged Comprehensive Plan and its implementing ordinances, codes, policies and regulations as exist on the effective date of this Plan or as may be amended from time to time are incorporated hereby by reference as if they were included in full.
503. The use, development or redevelopment of all land within the Area shall comply with the provisions of the City's Comprehensive Plan, implementing ordinances, codes, policies, and regulations described in Sections 501 and 502 above, and with all other applicable Federal, State, County and City regulations.
504. The City's Development Code including the Building and Safety Codes as they exist on the effective date of this Plan or as they may be amended from time to time, are hereby made a part of this Plan as though included herein in full. All development and redevelopment within the Area shall comply with all provisions of the City's Development Codes including those provisions regulating maximum densities and building construction requirements.

OP: Oceanlake Plan District, Chapter 17.50

17.50.010 Purpose

The Oceanlake plan (OP) district is established to provide for the integration of residential, commercial, and recreational uses in a well-planned, pedestrian-oriented, mixed use environment. The purpose of the district is to provide maximum flexibility in land use where a proposed development meets the design requirements the relevant portions of the City's Code; the land use approvals process should be as predictable and efficient as possible while striving for excellence in design. The OP land use and design standards in Articles II and III of the relevant portion of the City's Code, respectively, are intended to ensure that projects support the following objectives:

- Integration and functionality of land uses,
- Connecting Oceanlake to the ocean,
- Respecting neighborhood transitions,
- Designing for the climate,
- Aesthetics and context-sensitive design,

- Balancing durability and affordability.

There are three overlays in this district:

A. Main Street/Highway 101 Area. The main street area extends approximately one-half block deep on both sides of the highway between 21st Street and 12th Street. The district is anchored by the Lincoln City Community Center at the north end of Highway 101, and a church at the south end. The approximate center of Oceanlake is Northwest 17th Street and Highway 101. This part of Oceanlake is characterized by a traditional street grid with sidewalks, street lights, storefront commercial uses, and proximity to walkable neighborhoods. The street grid contains 200-foot by 400-foot blocks spaced evenly along the highway. Pedestrian connections and plazas are provided where 16th and 18th Streets end at Highway 101.

B. Interior Area. Land use west of the highway consists of a mix of commercial and residential uses, some in new structures and others in older cottages and houses. The area is walkable and easily accessible to adjoining neighborhoods and main street businesses, though the sidewalk network is incomplete. Proximity to Highway 101 and the ocean, both less than two blocks away, makes the area attractive for retail, overnight accommodations, and tourist-related mixed use development. The OP district allows commercial uses (e.g., retail, commercial services and office uses) on the ground floor with dwellings above or behind storefronts. Upper building stories exceeding 35 feet in height are required to be recessed, or stepped back, from numbered (east-west axis) streets west of Highway 101 to maintain view corridors toward the ocean, and to provide solar access. Front yards are minimal and parking is to be provided in public parking facilities, pullout bays along the street, and/or private facilities behind or beside buildings. The code encourages the extension of alleys and driveways through the block interiors to accommodate shared parking.

C. Oceanfront Area. The oceanfront is largely built-out with hotels, condominiums and other residential uses. As infill occurs and some parcels redevelop, the OP district encourages the retention of ocean view corridors and existing beach access, installation of sidewalks, and landscape screening of off-street parking along Harbor Avenue. Development adjacent to existing public beach access ways must maintain beach access and ocean views from the adjacent right-of-way. (Ord. 2007-08 § 1)

NP: Nelscott Plan District

Lincoln City Ordinance No. 2008-18, adopted on October 27, 2008

The Nelscott Plan (NP) District is established to provide for the integration of residential, commercial and recreational uses in a well-planned, pedestrian-oriented, mixed-use environment. The purpose of the district is to provide maximum flexibility in land use while protecting the unique character of Nelscott. When a proposed development meets the design requirements of the relevant portions of the City's Code, the land use approvals process should be as predictable and efficient as possible while striving for excellence in design. The NP land use and design standards in Parts II and III are intended to ensure the projects support the following objectives:

- Integration and functionality of land uses,
- Connecting Nelscott to the ocean,
- Respecting neighborhood transitions,

- Designing for the climate,
- Aesthetics and context-sensitive design,
- Balancing durability and affordability.

There are three overlays in this district:

Nelscott Business District: The intent of this zoning subdistrict is to encourage and enhance the traditional character of the Nelscott commercial core along Highway 101 and to concentrate the business in a pedestrian-friendly manner. The emphasis in this subdistrict is to provide retail, commercial, and personal services for the neighboring residents and visitors.

Nelscott Cottage Residential: The intent of this zoning subdistrict is to encourage and enhance the traditional character of the Nelscott residential areas located west of Highway 101. The emphasis in this subdistrict is on preserving and protecting the traditional cottage heritage in a family-friendly, pedestrian-oriented environment.

Nelscott Beachside Mixed Use: The intent of this zoning subdistrict is to provide for a variety of small-scale beach-oriented commercial and residential uses in a family-friendly environment.

SECTION 600 – URBAN RENEWAL ACTIVITIES

In order to achieve the goals and objectives of this Plan, the following projects and activities, subject to the availability of appropriate funding, may be undertaken by the Agency, or caused to be undertaken by others, in accordance with applicable Federal, State, County and City laws, policies and procedures and in compliance with the provisions of this Plan.

601. URBAN RENEWAL PROJECTS AND IMPROVEMENT ACTIVITIES

The Agency may construct or reconstruct necessary public facilities and publicly or privately owned utility systems, in conjunction with the improvements and activities listed below.

So that identified activities within the following designated projects may be improved to function in a manner which will further the Goals and Objectives of this Plan, related work in City streets and utility systems located outside the boundaries of the Area may be required and are hereby authorized, provided that such outside activity is necessary to the efficient and safe function of the project undertaken inside the Area.

- A. The following projects and activities are hereby deemed necessary to:
 - 1. Eliminate blighting conditions and influences;
 - 2. Increase property values;
 - 3. Make the Area attractive for stabilization, expansion, rehabilitation or redevelopment of existing businesses, industries and housing;
 - 4. Create a physical, visual and economic environment that will attract new, job producing development on the Area's vacant land; and to
 - 5. Further the objectives of the Plan as set forth in Section 400.

- B. All public improvements herein proposed shall be complete with all required appurtenances and shall be constructed and implemented in conformance with the approved standards and policies of the City.

- C. With funds available to it, the Agency may fund in full, in part, a proportionate share, or cause to be funded, the following numbered projects and activities:
 - 1. STORM DRAIN PLAN AND IMPROVEMENTS.**
 - a. Prepare a properly engineered comprehensive storm drainage systems master plan;
 - b. Within the funding limitations of the Agency, construct needed improvements to adequately drain the Area to eliminate flooding during periods of storm activity;
 - c. Clean out, improve and protect the natural drainage courses so that they may function properly in coordination with the man-built drainage systems; and

- d. Control earth moving, grading and development of lands which affect the natural and man-built systems so as to protect the integrity of the drainage system.

2. MODIFY EXISTING TRAFFIC SIGNALS AND INSTALL NEW TRAFFIC SIGNALS.

- a. Modify and upgrade traffic signals along U.S. Highway 101 at Lake Road, Logan Road, N. 25th Street, N. 22nd Street, N. 21st Street, N. 14th Street, N. 6th Drive, S. 1st Street, between S. Fleet Avenue and S. Galley Avenue, E. Devils Lake Road, S. 49th Street and S. 51st Street.
- b. Install new traffic signals at Holmes Road, S. 32nd Street, High School Drive, and at such other intersections and locations as are consistent and coordinated with the Oregon Department of Transportation's improvements of U.S. Highway 101 which is currently in the planning phase.

3. UNDERGROUNDING EXISTING POLE MOUNTED UTILITY SYSTEMS.

Design and construct underground concrete encased duct banks, vaults and other necessary appurtenances in the Highway 101 Corridor and on S.W. 51st Street to replace existing overhead electrical, telephone and cable T.V. systems. Such concrete encased duct banks, vaults and other appurtenances shall be designed and constructed in conformity with standards of the serving utility company and with the provisions of State and local laws. Where possible, such underground systems shall be located under publicly dedicated public rights-of-way. The precise locations shall result from a coordination effort of the serving utility companies, the State Department of Transportation and the City's Department of Public Works. The general areas in which the undergrounding activities are to be undertaken are as follows:

- a. On Highway 101 from N. 35th Street, south (plus or minus) 950 feet.
- b. On Highway 101 from a distance (plus or minus) 150 feet north of N. 28th Street, south to S. Fleet Avenue -- approximately 9,100 feet;
- c. On Highway 101 from S. 32nd Street, south (plus or minus) 100 feet south of High School Drive -- approximately 1,900 feet;
- d. On Highway 101 from S. Fleet Avenue, south to Schooner Creek Bridge -- approximately 2,000 feet; and
- e. In such other locations along U.S. 101 as Agency fund will allow.
- f. On SW 51st Street from its intersection with U.S. 101, west (plus or minus) 1,800 feet.

Design and construct underground utility facilities necessary to connect private improvements previously served by overhead utility lines to the new underground utility improvements constructed in the public rights-of-way specified in this Section 601.C.3.

- 4. CONSTRUCT AND/OR RECONSTRUCT ALL CURBS, GUTTERS AND SIDEWALKS AND INSTALL PEDESTRIAN AMENITIES ALONG U.S. HIGHWAY 101 AND ON S. 51ST STREET.** In conjunction with such reconstruction, the Agency may provide appropriate trees, planting beds, irrigation systems, night lighting, benches, drinking fountains and such other items of street furniture as the Agency may deem appropriate to establish a comfortable, safe and pleasant pedestrian environment with a visual consistency throughout. See Exhibits 4 and 5. The general areas in which these improvements are to be undertaken include both sides of the highway or street as follows.
- a. On Highway 101 from N. 35th Street, south (plus or minus) 900 feet;
 - b. On Highway 101 from N. 28th Street, south to S. Fleet Avenue-- (plus or minus) 8,100 feet;
 - c. On Highway 101 S. 32nd Street, south to S. 37th Street--(plus or minus) 1,400 feet;
 - d. On Highway 101 S. Fleet Avenue to Schooner Creek Bridge--(plus or minus) 1,800 feet;
 - e. On S. 51st Street from its intersection with U.S. 101, west approximately 1,800 feet; and
 - f. In such other locations within the Area as Agency funds will allow.
- 5. LANDSCAPED INTERSECTION CLOSURES AT NON-SIGNALIZED INTERSECTIONS WITH LOCAL STREETS AND U.S. HIGHWAY 101.** To aid in improving the flow of traffic on U.S. 101 and to reduce the points of potential traffic accidents, certain non-signalized local street intersections may be closed and landscaped as illustrated on Exhibit 4. This activity shall be coordinated with the State Department of Transportation in conjunction with their U.S. Highway 101 improvement programs and with the City's Department of Public Works. See Exhibit 4.
- Specific locations are not herein specified due to the need for specific engineering and planning analysis. However, in preparing preliminary budgets for such work, allowance was made for 14 such intersection closures.
- 6. PAVING STONE CROSS-WALKS.** To define the pedestrian paths at intersections along U.S. 101 and at other important streets, prepare appropriate base materials and containment curbs for the installation of approved type colored-concrete paving stones. See Exhibits 4, 5, 6, 7, 8, 9 and 10 which are intended to illustrate concepts rather than precise design solutions. In preparing preliminary budgets for such work, 22 intersections with U.S. 101 were anticipated and 30 intersections in other locations within the Area -- a total of 52 cross-walks.

7. **PEOPLE PARK.** Exhibit 10 is intended to illustrate a concept for a city park that would serve visitors to the City as well as local citizens. The illustration is conceptual only and should not be considered site specific.
8. **NATURE TRAIL -- HIKING AND PICNIC PARK.** From a point approximately 800 feet north of S. 29th Street on the east side of U.S. 101 to approximately 1,200 feet south of S. 29th Street on west side of U.S. 101 -- an easement secured from private property owners and/or on public, Highway 101 right-of-way, as needed. A nature trail, rest rooms, night lighting, picnic facilities and other appropriate recreation appurtenances may be provided.
9. **“D” RIVER PARK.** The Agency may acquire land on the north and south banks of the “D” River -- east of U.S. 101 -- and develop or assist in the cost of developing an interpretive park for local and tourist oriented use. Its location and relationship to the “D” River, U.S. 101, the Pacific Ocean, and other state recreation facilities suggests that the park would have local, regional and state-wide significance. As such a broad range of funding sources should be sought -- including private, foundations and state support.
10. **OFF-STREET PARKING.** The City’s principal economic base is tourism. As such, most visitors come to the City by private automobile. Further, to aid in improving traffic capacity, traffic flow and the need to beautify U.S. Highway 101, present on-street parking on the highway should be eliminated and a continuous landscaped median strip/left-turn lane constructed. An analysis of current off-street space deficiencies plus the elimination of Highway 101 on-street spaces -- assuming their removal -- would cause a need for an additional 2,813 parking spaces. 1,666 spaces would replace these existing and potential on-street spaces on U.S. 101 and 1,147 additional spaces are needed to serve the retail, office, service commercial, and beach access needs of the Area. See Exhibits 4, 5, 6, 7, 8, 9, and 10 for conceptual illustrations of how some of the parking may be accomplished.

The State Department of Transportation -- in conjunction with its U.S. Highway 101 improvement program -- should participate in the replacement of the 1,666 on-street parking spaces which would be eliminated.

11. **TOURIST INFORMATION PLAZAS.** The Agency may acquire land and construct tourist information plazas at a variety of locations within the Area. The plazas should be accessible to nearby off-street parking and contain an information kiosk, public rest rooms, trees and colorful planting beds, night lighting, benches and drinking fountains. Exhibits 6, 7, and 8 illustrate concepts. The plazas are needed that have both a Highway 101

and beach orientation. Eight such plazas, subject to available funding, are contemplated.

12. **SILETZ BAY VIEW POINT AND PARKING.** A view point of Siletz Bay, south of the Schooner Creek Bridge, is proposed. The view point should have safe ingress and egress access to and from Highway 101 and be coordinated with the State Department of Transportation.
13. **IMPROVE EXISTING CITY PARK AT SILETZ BAY NEAR SCHOONERS CREEK.** The Agency may construct new facilities and landscaping or modify and rehabilitate existing facilities at Siletz Bay Park. Such facilities may include rest rooms, picnic tables, cooking installations, night lighting, benches, drinking fountains, trees, ground cover plantings and recreation and play equipment.
14. **BEACH ACCESS - - PARKING - - REST ROOMS.** There is a critical shortage of places where visitors and local residents may park and gain easy and safe access to the beach. Access for the handicapped is of great concern to the Agency. Accordingly, the Agency may acquire property and construct parking, rest rooms and safe access down to the ocean and beach area. Such access may be developed at the following locations:
 - a. At N.W. 21st Street;
 - b. At S.W. 35th Street;
 - c. At S.W. 33rd Street - - between S.W. Anchor Avenue and the ocean; and
 - d. At such other locations as the Agency deems necessary and appropriate. Also see Project No. 15 below.
15. **BEACH ACCESS AND PARKS IN THE CUTLER CITY DISTRICT.** The Agency may acquire property and develop parking, rest rooms and park facilities at one or more of the following locations:
 - a. In the vicinity of the 12 foot accessway on S. 62nd Street near the intersection with S. Galley Avenue.
 - b. At the end of S. 65th Street - - a location where rest rooms are of significant need;
 - c. At the end of S. 66th Street;
 - d. At the end of S. 69th Street;
 - e. At the end of S. Fleet Avenue;
 - f. At the end of S. Galley Avenue;
 - g. At the end of S. Harbor Avenue;
 - h. West of S. Jetty Avenue between Highway 101 and S. 62nd Street; and
 - i. Further, the Agency may provide assistance and encouragement for the development of a wetland demonstration facility on the marshlands south-east of S. 63rd Street.

16. MISCELLANEOUS STREET, CURB-GUTTER, SIDEWALK, CROSS-WALK, STORM DRAIN, SANITARY SEWER AND WATER SYSTEMS. Following more thorough engineering analysis of the public infrastructure than was possible in the preparation of this Plan, the Agency, after making a finding of need and with funds available to it, may fund such improvements.

17. MISCELLANEOUS PARK AND RECREATION FACILITIES. Following more detailed analysis by the City Council and the Parks and Recreation Board, the Agency may fund all or part of park, recreation and cultural improvements, within the Area, including acquisition of property, design and planning, construction and equipment purchase for such park, recreation and cultural facilities. The Agency shall first make a finding of need for such facilities and then determine to what extent it has the necessary funds to pay or assist in the payment of costs associated therewith.

a. **PROJECT AREA BENEFITS FROM EXPANSION OF COMMUNITY CENTER.** Section 402 of this Plan states the Goals and Objectives of the Plan. The expansion of the Lincoln City Community Center (the “Center”) will benefit the Area by contributing to the accomplishment of the following Goals and Objectives:

§402B.1 - The expansion assists in ensuring that the public recreational facilities within the Area are adequate to accommodate current and future development. This assistance will come through increasing the range of activities that can be provided at the Center, improving the quality of facilities at the Center, and increasing the number of persons who can be served at the Center. There is a need to increase the number of persons who can be served at the Center because the City has grown from 5469 persons to 7480 persons, or a total growth of 37%, since the original construction of the Center. Furthermore, there is substantial vacant land within the Area, in the area surrounding the Center, that could accommodate additional residences and businesses. In addition, the joint use of the Center by the City schools requires expanded facilities to accommodate growth in the school population.

§402B.3 - The expansion would encourage expansion and development of businesses that produce jobs for the people of the City by enhancing publicly available recreation facilities and attracting those businesses to the Area that wish to encourage their employees to use fitness facilities. In addition, the expansion would contribute to increased public use of the Area in general because the Center is a destination drawing visitors from other parts of the City

and region. These visitors would patronize businesses in the Area as a result of their proximity to the Center.

§402B.2 and 4 - The existence of an expanded Center could increase property values by enhancing the public amenities available to nearby businesses and residences, making those nearby properties more valuable. In addition, attractive new construction will enhance the visual appeal of the area to new investment.

§402B.5 - The Agency will not pay for all the costs of the expansion, therefore the Agency is leveraging its dollars with other public sources.

§402F - Expanded recreational facilities will improve the City's economic vitality by increasing the amenities available to employees and residents that could influence a company's location or relocation decision. Anticipated "spin-off" economic effect could include the location of new businesses to the Area that would benefit from a Center nearby.

- 18. PROPERTY REHABILITATION LOANS.** With funds available to it, the Agency may establish below market rate interest loan programs for the rehabilitation of buildings and improvements that are determined to be economically rehabilitable, and the construction of new buildings and improvements. The property upon which the rehabilitation or new construction may occur must be located within the Area. New construction may include any construction of a building or site improvements, such as parking areas, plazas and landscaping, or an addition to a building. Loan funds may be made available for new construction only if the Agency finds that the new construction contributes significantly to the implementation of an adopted master plan for the improvement of specific area(s) in the Area (the "Pearl Projects").

The Agency shall administer the loan program using a comprehensive rehabilitation loan plan which sets forth:

- a. Criteria for eligibility;
- b. Interest rates and terms of various type loans;
- c. Procedures for recycling the funds as loan obligations are paid;
- d. Procedures where loan payments are not paid or paid in an untimely manner;
- e. Procedures and conditions for which deferred payment loans may be offered;
- f. Procedures for administering and servicing the loan program; and
- g. Such other procedures and conditions which the Agency deems necessary.

19. ECONOMIC DEVELOPMENT ASSISTANCE. Create a “Business Development Toolbox” including:

- a. Business development and technical assistance program. A business development program including a technical assistance component may be developed by the Agency after adoption of the Plan. It may allow for acquisition, new construction, rehabilitation, loans, grants, technical assistance, and other tools as identified by the Agency in the design of the program. This program’s goals may facilitate development of business in the Area that will result in the construction of new buildings or the rehabilitation of existing buildings.
- b. Recruitment and marketing program. A business recruitment and marketing program may be developed by the Agency after adoption of the Plan.
- c. Within the limitations of the Agency, partner in development of Workforce Housing in the Area.³

602. ACQUISITION OF REAL PROPERTY

- A. **INTENT:** It is the intent of this Plan to authorize the Agency to acquire real property within the Area by any legal means to achieve the objective of this Plan, and specifically, for any of the purposes listed in Subsection 601 above and Subsection 602-B below.
- B. **PURPOSE OF PROPERTY ACQUISITION.** Real property acquisition, including limited interest acquisition, is hereby found to be necessary and made a part of this Plan and may be used to achieve the objectives of this Plan based on any one or more of the following criteria:
 1. Where exiting conditions do not permit practical or feasible rehabilitation of a structure and it is determined that acquisition of such properties and demolition of the improvements thereon are necessary to remove substandard and blighting conditions;
 2. Where detrimental land uses or conditions such as incompatible uses, or adverse influences from noise, smoke or fumes exist, or where there exists over-crowding, excessive dwelling unit density or conversions to incompatible types of uses, and it is determined by the Agency that acquisition of such properties and demolition or rehabilitation of the improvements are necessary to remove blighting influences;
 3. Where assembling land for sale and ultimate development or redevelopment by the private sector is necessary to further the objectives of this Plan; or

³ Minor Amendment, 2014 Res. No. UR 2014-02

4. Where it is determined that the property is needed to provide public improvements and facilities described in subsection 601 and as follows:
 - a. Right-of-way acquisition for streets, alleys, bicycle paths or pedestrian ways;
 - b. Park sites, information plazas, parks and such other facilities for the benefit of the public which are to be developed by the Agency, the City, or any other public entity;
 - c. Property acquisition for public, off-street parking facilities; or
 - d. Where the owner of real property within the boundaries of the Area wishes to convey title of such property by any legal means, including by gift.

C. REAL PROPERTY ACQUISITION REQUIRING PLAN AMENDMENTS.

Real property acquisition for any purpose other than specifically listed in subsections 601 or 602-B above, shall be accomplished through a minor amendment to the Plan. The resolution approving that minor amendment shall specify that such acquisition is necessary.

If such plan amendment is approved by the City Council map exhibits shall be prepared showing the properties to be acquired and the purpose of such acquisition. Such map exhibit shall be appropriately numbered and shall be included in Part 2 as an official part of this Plan.

The property acquisitions that were approved by minor amendment under the terms of the Original Plan are described in Exhibits 13 through 23 of Part 2 of this Plan.

603. [Reserved].

604. RELOCATION ACTIVITIES

If persons or businesses should be displaced by action of the Agency in acquiring real property under this Plan, the Agency shall provide assistance to such persons or businesses to be displaced. Such displacees will be contacted to determine their individual relocation needs. They will be provided information on available space and will be given assistance in moving. All relocation activities will be undertaken and relocation payments made in accordance with the requirements of state law in the relocation of elderly individuals or individuals with disabilities, without displacing on priority lists persons already waiting for existing federally subsidized housing. Payments made to persons displaced from dwellings will assure that they will have available to them habitable, safe, and sanitary dwellings at costs or rents within their financial reach. Payment for moving expense will be made to occupants displaced.

Prior to the Agency acquiring any property which will cause households, businesses, offices or other occupants to be displaced, the Agency will prepare, adopt, and maintain a Relocation Policy, an outline of which is set forth in Part 2 as Exhibit 12. Such policy will be available to interested parties at the Agency's office and will set forth the

relocation program and procedures, including eligibility for and amounts of relocation payments, services available and other relevant matters.

605. **PROPERTY DISPOSITION AND REDEVELOPER OBLIGATIONS**

- A. **PROPERTY DISPOSITION.** The Agency is authorized to dispose of, sell, lease, exchange, subdivide, transfer, assign, pledge, or encumber by mortgage, deed of trust, or otherwise any interest in real property which has been acquired by them in accordance with the provisions of this Plan and with the terms and conditions set forth in a Disposition and Development Agreement prepared by the Agency and mutually agreed to by the affected parties.

Any real property acquired by the Agency in the Area shall be disposed of for development consistent with the uses permitted in this Plan. The Agency shall obtain fair re-use value for the specific uses to be permitted on the real property. Real property acquired by the Agency may be disposed of without consideration (cost) to any other public entity by the Agency in accordance with this Plan. All persons and entities obtaining property from the Agency shall use the property for the purposes designated in this Plan, and shall commence and complete development of the property within a period of time which the Agency fixes as reasonable, and shall comply with other conditions of the Disposition and Development Agreement which the Agency deems necessary to carry out the objectives of this Plan.

The Agency shall provide adequate safeguards to ensure that the provisions of this Plan will be carried out to prevent the recurrence of blight. Leases, deeds, contracts, agreements, documents, and declarations of restrictions by the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions precedent or subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

- B. **REDEVELOPER'S OBLIGATION.** Any redeveloper and his/her successors or assigns within the Area, in addition to the other controls and obligations stipulated and required of the Redeveloper by the provisions of this Plan, shall also be obligated by the following requirements;
1. The Redeveloper shall obtain necessary approvals of proposed developments from all Federal, State and/or local agencies that may have jurisdiction on properties and facilities to be developed or redeveloped within the Area;
 2. The Redeveloper shall develop or redevelop such property in accordance with the land-use provisions and other requirements specified in this Plan;
 3. The Redeveloper shall submit all plans and specifications for construction of improvements on the land to the Agency or such of its agents as the Agency may designate for review prior to distribution to appropriate reviewing bodies as required by the City and shall comply with all applicable requirements of existing City codes and ordinances;

4. The Redeveloper shall commence and complete the development of such property for the use provided in this Plan within a reasonable period of time as determined by the Agency;
5. The Redeveloper shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the real property or part thereof is restricted upon the basis of age, race, color, religion, sex, marital status, or national origin in the sale, lease or occupancy thereof;
6. The Redeveloper shall accept all conditions and agreements as may be required by the Agency. In return for receiving assistance from the Agency, if any, the Agency may require the redeveloper to execute a development agreement acceptable to the Agency as a condition of the Agency providing assistance; and
7. The Redeveloper shall maintain developed and/or undeveloped property under his/her ownership within the area in a clean, neat, and safe condition.

606. OWNER PARTICIPATION

Property owners within the Area proposing to improve their properties and receiving financial and/or technical assistance from the Agency shall do so in accordance with all applicable provisions of this Plan and with all applicable codes, ordinances, policies, plans and procedures of the City.

607. ADMINISTRATIVE ACTIVITIES AND SERVICES TO THE AGENCY

- A. The Agency may obtain its administrative support staff from the City and the City may provide the personnel necessary to staff the Agency on such terms and conditions as the Agency and the City may from time to time agree. In developing the staffing requirements of the Agency, the Agency will evaluate and make recommendations to the City regarding their personnel support needs. Agency staffing recommendations shall be included in the annual budget proposal of the Agency.
- B. Further, the Agency may retain the services of independent professional people, firms, or organizations to provide technical services such as, but not limited to:
 1. Legal Counsel;
 2. Preparation of market, feasibility or other economic studies;
 3. Preparation of design, architectural, engineering, landscape architectural, planning, redevelopment, or other development studies;
 4. Preparation of construction contract documents for Agency's improvement activities by appropriately licensed professionals;
 5. Providing accounting or audit services;
 6. Providing special rehabilitation, restoration or renovation feasibility and cost analysis studies;
 7. Assisting in preparation of the annual financial report required under Section 800 of this Plan;
 8. Providing real estate sales and/or management services;

9. Property acquisition and disposition appraisals;
 10. Bond issuance and renewal financing consultants; and
 11. Bond Legal Counsel.
- C. The Agency may prepare and adopt design standards, themes, guidelines and implementation procedures that would be applied in various sectors of the Area as the Agency deems appropriate to:
1. Assure architectural continuity and compatibility in new or remodeled buildings that are located in areas in which buildings with unique and distinctive historical or architectural character exist; and
 2. Assure that the developments on the large vacant lands within the Area will have a design consistency and will advance the objectives of this Plan.
- D. The Agency may acquire, rent or lease office space and office furniture, equipment and facilities necessary for it to conduct its affairs in the management and implementation of this Plan.
- E. The Agency may invest its reserve funds in interest-bearing accounts or securities consistent with the provisions of City, State and Federal law.
- F. To implement this Plan, the Agency may borrow money, accept advances, loans or grants from any legal source, issue urban renewal bonds (also known as tax allocation bonds, governmental bonds, qualified redevelopment bonds and tax increment bonds), and receive tax increment proceeds as provided for in Section 700 of this Plan. Regardless of the form of borrowing of funds, the approval of such borrowing shall comply with the provisions of the Agency's adopted By-Laws and all applicable legal requirements.
- G. Authorization and Powers: Without limiting any other provision, power or authorization of this Plan, the Agency shall have all of the powers and responsibilities allowed under the provisions of ORS Chapter 457.

608. REHABILITATION LOAN PROGRAM

The provisions of Section 601-C-18 shall apply.

SECTION 700 – FINANCING OF URBAN RENEWAL INDEBTEDNESS

The Agency may borrow money and accept advances, loans, grants and any other legal form of financial assistance from the Federal Government, the State, City, County, or other public body, or from any sources, public or private, for the purposes of undertaking and carrying out this Plan, or may otherwise obtain financing as authorized by ORS Chapter 457.

701. SELF LIQUIDATION OF COSTS OF URBAN RENEWAL INDEBTEDNESS (TAX INCREMENT FINANCING)

The projects may be financed, in whole or in part, by self-liquidation of the costs of urban renewal activities as provided in ORS 457.420 through 457.450. The ad valorem taxes, if any, levied by a taxing body upon the taxable real and personal property situated in the Area, shall be divided as provided in ORS 457.440. That portion of the taxes representing the levy against the increase, if any, in the assessed value of property located in the Area, or part thereof, over the assessed value specified in the certificate filed under ORS 457.430, shall, after collection by the tax collector, be paid into a special fund of the Agency and shall be used to pay the principal and interest on any indebtedness incurred by the Agency to finance or refinance this Plan and any projects or activities authorized and undertaken pursuant to the provisions of this Plan.

The Agency shall not issue indebtedness which matures after June 30, 2024⁴, if the indebtedness is payable from tax increment revenues of the Area. The division of taxes and the tax increment financing process described in ORS 457.420 through 457.450, shall be terminated not later than June 30, 2024⁵, which is the end of the thirty-fifth (35th)⁶ fiscal year of collecting tax increment after the City Council's approval of this Original Plan, unless the division of taxes and the tax increment process must be extended to pay previously issued indebtedness. Provided, however, the Agency may terminate the tax increment collection process earlier should all indebtedness of the Agency be retired earlier.

The Agency will finance the Plan, and the projects undertaken with respect to the Plan, through tax increment financing, including division of taxes and special levy, as authorized by the Oregon Constitution and ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of an Area is located, shall be divided as provided in section 1c, Article IX of the Oregon Constitution, and ORS 457.420 to 457.460.

The maximum amount of indebtedness, as defined in ORS 457.010(9) that may be incurred under this Plan is \$43,000,000.

Option 1 under ORS 457.435(2)(a) shall be the method for collecting ad valorem property taxes sufficient to pay, when due, indebtedness issued or incurred to carry out the Plan, as permitted by Oregon Constitution Article XI, section 11(16).

⁴ Minor Amendment, 2014, Res No. UR 2014-02

⁵ Minor Amendment: Amended by Res. No. UR 2017-02 on May 8, 2017.

⁶ Ibid.

702. ANNUAL BUDGET

The Agency shall adopt and use a fiscal year ending June 30 accounting period. Each year, by July 1, the Agency shall adopt a budget in conformance with the provisions of ORS 294 and ORS 457.460 which shall describe its source and revenue proposed expenditures and activities.

The Agency shall submit its proposed budget to the Agency's Budget Committee for its review and approval and the Agency shall not undertake any activities nor expend any funds except as provided in the approved budget.

The Agency may use the City's budget committee should a majority of the Agency membership so agree.

SECTION 800 – ANNUAL FINANCIAL STATEMENT REQUIRED

The Agency shall prepare a statement and provide notice as required by ORS 457.460.

SECTION 900 – CITIZEN PARTICIPATION

The activities and projects identified in this Plan, the development of subsequent plans, procedures, activities and regulations, and the adoption of amendments to this Plan shall be undertaken with the participation of citizens, owners and tenants as individuals and organizations who reside within or who have financial interest within the Area and with the general citizens of the City.

SECTION 1000 – NON-DISCRIMINATION

In the preparation, adoption and implementation of this Plan, no public official or private party shall take any action or cause any persons, group or organization to be discriminated against on the basis of age, race, color, religion, sex, marital status or national origin.

SECTION 1100 – RECORDING OF PLAN

A copy of the City Council's Ordinance approving this Plan under ORS 457.095 shall be sent by the Council to the Agency. Following receipt of such Ordinance, this Plan shall be recorded by the Agency with the Recording Officer of Lincoln County.

SECTION 1200 – FUTURE AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

A. Substantial Amendments

Substantial Amendments are solely amendments:

- Adding land to the Area, except for amendments adding land that in the aggregate with other amendments do not add land that totals more than one percent of the Area in July, 2009; or
- Increasing the maximum amount of indebtedness that can be issued or incurred under the Plan.

Substantial amendments require the same notice, hearing and approval procedures required of urban renewal plans under ORS Chapter 457.

B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments. They require approval by the Agency by resolution.

C. Amendments to the City’s Comprehensive Plan or Any of Its Implementing Ordinances.

Amendments to City’s Comprehensive Plan, any of its implementing codes, policies, procedures or ordinances that affect the Plan or the Area, or building, health, safety and other code provisions that affect the Plan or the Area shall be incorporated within the Plan without any action required by the Agency or the City Council. The City Council may from time to time amend or approve new building, health, safety and other code provisions that affect the implementation of this Plan.

SECTION 1300 – DURATION AND VALIDITY OF APPROVED PLAN

1301. DURATION OF PLAN

This Plan shall remain in effect after the tax increment financing process is terminated under Section 701 of the Plan. The Agency may continue to carry out the Plan with any resources that are available to it after the tax increment financing process is terminated.

1302. VALIDITY

Should a court of competent jurisdiction find any word, clause, sentence, section or part of this Plan to be invalid, the remaining words, clauses, sentences, sections or parts shall be unaffected by such finding and shall remain in full force and effect for the duration of the Plan.

EXHIBIT 1
LEGAL DESCRIPTION FOR
2014 AMENDED & RESTATED YEAR 2000 DEVELOPMENT PLAN
LINCOLN CITY, OREGON

Beginning at the corner common to sections 2 and 3
Township 7 South, Range 11 West and sections 34 and 35
Township 6 South, Range 11 West, Willamette Meridian,
Lincoln City, Oregon;

1. thence easterly along the north line of section 2 to the most northeast corner of tax lot 100, Lincoln County Assessor's Plat 7-11-2-20, Deed reference mf 177-1448 (December 26, 1986)
2. thence clockwise around said lot 100 to the west right of way of N. Logan Road;
3. thence easterly across N. Logan Road to the east right of way line;
4. thence southerly to a point of intersection with the prolongation of the south line of tax lot 605, of said plat, Deed reference mf 166-974 (November 14, 1985);
5. thence westerly along the south line to the northeast corner of tax lot 205, Tax Assessor's Plat 7-11-3, Deed reference mf 48-1900 (May 3, 1974);
6. thence southerly along the east line of said lot to the northwest corner of tax lot 60~, Tax Assessor's Plat 7-11-2-20, Deed reference mf 177-1448 (December 26, 1986);
7. thence easterly along the north line of said lot to the northwesterly right of way of U.S. Highway 101;
8. thence northeasterly along said right of way line to the most southerly corner of tax lot 1200 of said plat, being that portion of Logan County Road No.100 being leased for the Lincoln City Chamber of Commerce.
9. thence clockwise around said tax lot 1200 to the north-easterly right of way of U.S. Highway 101;
10. thence northeasterly along said right of way line to the most southwest corner of tax lot 1000 of said plat, Deed reference mf 110-3 (March 8, 1946);
11. thence clockwise around said lot 1000 to the northwest corner of tax lot 500, Tax Assessor's Plat 7-11-2-24, Deed reference mf 187-1217 (November 10, 1987);
12. thence easterly along the north line of said lot 500 and lot 400, of said plat, Deed reference mf 187-1217 (November 10,

- 1987), and the prolongation there of to the east right of way line of N. E. 4th street;
13. thence southerly along said line to the north right of way line of U.S. Highway No. 101;
 14. thence easterly along right of way line to the northerly prolongation of the easterly right of way line of N. E. West Devils Lake Road;
 15. thence southerly across Highway 101 to the east right of way line of 1st Street (N. E. west Devils Lake Road);
 16. thence southerly along the easterly right of way line of said 1st street and N. E. West Devils Lake Drive to a point directly opposite of the southeast corner of tax lot 1203, Tax Assessor's plat 7-11-2-24, Deed reference mf 115-1554 (August 15, 1980);
 17. thence across N. E. West Devils Lake Drive to said corner, of said tax lot 1203;
 18. thence northwesterly along the westerly lot line to the south right of way line of 'U.S. Highway 101;
 19. thence westerly along said right of way to the northeast corner of tax lot 700, of said plat, Deed reference mf 40449 (March 22, 1973);
 20. thence southerly to the southeast corner of said lot;
 21. thence westerly along south line of said lot and tax lot 600, of said plat, Deed reference mf 130-1192 (February 9, 1982), to a point on the east line of tax lot 700 Assessor's Plat 7-11-2-20, Deed reference mf 84-1193 (February 22, 1978);
 22. thence clockwise around said lot 700 to the southerly right or way line of U.S. Highway 101;
 23. thence southerly along said right of way to the northwest corner of tax lot 1100, said plat, Deed reference mf 161187~ (June 13, 1985);
 24. thence counterclockwise around said lot to the southeast corner thereof;
 25. thence southerly to a point on the north line of tax lot 300, Assessor's Plat 7-11-2-32, Deed reference mf 186-590 (September 30, 1987);
 26. thence easterly to the northeast corner thereof;
 27. thence southerly along the east line of said lot 300 and tax lot.400, of said plat and prolongation thereof, Deed reference mf 186-665 (October 2, 1987), to the south right of way line of N. E. 36th Drive;
 28. thence southwesterly along said right of way to the easterly right of way line of N. E. Quay Avenue;
 29. thence southerly along said right of way to a point of intersection with the east prolongation of the south line of

- lot 5100, of said plat, Deed reference mf 157-1750 (January 25, 1985);
30. thence westerly along said line to the northeast corner of tax lot 5200, of said plat, Deed reference mf 124-2151 (June 16, 1981);
 31. thence southerly along the east line of said lot and tax lot 6400, of said plat, Deed reference mf 197-1748 (October 11, 1988), to the southeast corner thereof;
 32. thence easterly to the northeast corner of tax lot 400, Tax Assessor's Plat 7-11-2-33, Deed reference mf 80-861 (October 19, 1977);
 33. thence southerly along the east line of said lot 400 and tax lot 500, of said plat, Deed reference mf 123-2132 (May 11, 1981); to the north right of way line of N.E. 34th Street;
 34. thence easterly to a point of intersection with the north prolongation of the east line of tax lot 600, said plat, Deed reference mf 198-423 (October 25, 1988);
 35. thence southerly along said east line of said Lot 600 and tax lot 700, of said plat, Deed reference mf 160-2153 (May 13, 1985), to the southeast corner thereof;
 36. thence easterly to the northeast corner of tax lot 900, of said tax plat, Deed reference 291-154 (July 1, 1962);
 37. thence clockwise around said lot to the north east corner of tax lot 1900, said plat, Deed reference mf 88-874 (June 6, 1978);
 38. thence southerly along the east line .of said lot 1900 and tax lot 2200, Deed reference mf 61-450 (December 8, 1975), of said plat, and prolongation thereof to the south right of way line of N. E. Holmes Road;
 39. thence southwesterly along the right of way to the northwest corner of tax lot 2500, of said plat, Deed reference mf 21287 (September 21, 1970); ~
 40. thence southeasterly along the north line of said lot 2500 to the northeast corner thereof;
 41. thence southerly along east line of said lot 2500 and tax lots 2300, Deed reference mf 66-518 (July 9, 1976), and 2400, Deed reference mf 113-350 (May 21, 1980), of said plat to a point on the north line of tax lot 102, Assessor's Plat 7-11-11-22, Deed reference mf 140-1067 (April 29, 1983);
 42. thence clockwise around said lot 102 to the north right of way line of N. E. 29th street;
 43. thence south across said N. E. 29th street; to the northwest corner of tax lot 119, of said plat, Deed reference mf 20-47 (July 23; 1970);
 44. thence southerly along the westerly line of said lot 119, to a point on the north line of tax lot 120 of said plat, Deed

- reference mf 17-1827 (March 31, 1970); .
45. thence westerly on said north line and north line of tax lot 400, of said plat, Deed reference mf 35-592 (July 26, 1972), to a point on the east line of tax lot 500, of said plat, Deed reference mf 168-605;
 46. thence southerly along the said east line of said lot 500 and tax lot 1100, of said plat, Deed reference mf 191-1052 (April 13, 1988), to the southeast corner thereof;
 47. thence westerly to the northeast corner of tax lot 1300, of said plat, Deed reference mf 129-810 (December 9, 1981);
 48. thence southerly to the north right of way line of N. E. 28th street;
 49. thence east to a point of intersection with the north prolongation of the east right of way line of N.E. Quay Avenue;
 50. thence southerly along said right of way line to a point of intersection with the east prolongation of the south line of tax lot 3500, of said plat, Deed reference mf 230-228 (October 11, 1962);
 51. thence westerly to the southwest corner of said lot 3500;
 52. thence southerly along the west line of tax lots 3701, Deed reference mf 276-58 (March 20, 1967), 3700, Deed reference mf 193-2126, and 4000 of said plat, Deed reference mf 77-206 (July 15, 1977), to a point on the north line of tax lot 4100, of said plat, Deed reference mf 123-1294 (April 27, 1981) ;
 53. thence westerly to the easterly right of way line of U.S. Highway 101;
 54. thence southerly along said right of way to the northwest corner of Tax lot 4301, of said plat, Deed reference Doc. No.2013-09774(October 4, 2013);
 55. thence clockwise around said lot 4301 to the southeast corner of said lot 4301;
 56. thence south to the northeast corner of Tax Lot 404, Tax Assessor's Plat 07-11-11-23, deed reference Doc. No. 2007-10469 (July 20, 2007);
 57. thence clockwise around said lot 404 to the easterly right of way line of U.S. Highway 101;
 58. thence southerly along said right of way to the northwest corner of Tax lot 500, of said plat, Deed reference mf 399-337 (March 17, 2000);
 59. thence clockwise around said lot 500 to the north right of way line of N. E. 22nd street;
 60. thence easterly along said north right of way line to the southeast corner of tax lot 402, Tax Assessor's Plat 7-11-11-23, Deed reference mf 258-193 (August 12, 1965);

61. thence counterclockwise around said lot 402 to a point on the easterly line of tax lot 405, said plat, Deed reference mf 157-1299 (January 21, 1985);
62. thence northerly along the east line of said lot 405 and tax lot 404, of said plat, to the northwest corner of tax lot 401, of said plat, Deed reference mf 218-560 (September 12, 1961);
63. thence easterly along the north line of said lot 401 and 300, Deed reference mf 196-87 (November 3, 1958), to the northeast corner thereof;
64. thence southerly along the east line of said lot 300 and the east right of way line of N. E. Reef Avenue to the south right of way line of N. E. 22nd street;
65. thence westerly along the south right of way line to the easterly right of way line of N. E. Quay Place;
66. thence southerly along the easterly right of way line to the south right of way line of N. E. 21st street;
67. thence westerly along the south right of way line to the northwest corner of tax lot 1500, Tax Assessor's Plat 7-11-10-41, Deed reference Doc. No.2005-10889 (July 15, 2005);
68. thence southerly along the east line of said lot 1500 to the northeast corner of; tax lot 1600, of said plat, Deed referenced mf 141-424 (June 1, 1983);
69. thence southerly along the east line of said lot 1600 and 1900, of said plat, Deed reference mf 190-2003 (March 21, 1988) to the southeast corner thereof;
70. thence westerly along the south line of said lot 1900 to a point on the east line of tax lot 9000, of said plat, Deed reference Doc. No.2011-04759 (May 12, 2011);
71. thence south along the east lines of said lot 9000, tax lot 9100, of said plat Deed referenced Doc. No.2010-00991 (January 29, 2010); and tax lot 9199, of said plat Deed referenced mf 261-325 (October 20, 1966) to the southeast corner of said tax lot 9199;
72. thence northwesterly along the south line of said tax lot 9199 to the southeasterly right of way line of N. E. Lee Avenue;
73. thence following the right of way line of N. E. Lee Avenue and N. E. Lee Place to the northeast corner of tax lot 100, Tax Assessor's Plat 7-11-10-44, Deed reference mf 127-474 (August 12, 1948);
74. thence southerly along the east line of said tax lot 100 and the south prolongation thereof to the south right of way line of N. E. 15th street;
75. thence westerly along the south right of way line to the

- northeast corner of Tax lot 1000, said plat, Deed reference Doc. No.2012-03594 (April 17, 2012);
76. thence south along the east lines of said tax lot 1000 and tax lot 1100, said plat, Deed reference Doc.No.2012-03594 (April 17, 2012) to the southeast corner of said tax lot 1100;
 77. thence south across N.E.14th Street to the northeast corner of tax lot 5700, said plat, Deed reference Doc. No.2013-01479 (February 19, 2013);
 78. thence south along the east lines of said tax lot 5700, tax lot 5800, said plat, Deed reference Doc.2013-01479, (February 19, 2013) and tax lot 5900, said plat, Deed Reference Doc. No.2014-04101 (May 16, 2014) to the southeast corner of said tax lot 5900;
 79. thence west along the south line of said tax lot 5900 to the east line of N.E. Keel Avenue
 80. thence southerly along the east right of way line to a point of intersection with the south right of way line of N. E. 13th Street;
 81. thence westerly to the northeast corner of tax lot 3900, Tax Assessor's Plat 7-11-10-43, Deed reference mf 109-1943 (February 5, 1980);
 82. thence southerly along the east lines of said lot 3900 and tax lots 4000, 4100 and 4200, of said plat, all recorded by Deed reference mf 109-1943 (February 5, 1980), to the north right of way line of N. E. 12th street;
 83. thence easterly along the north right of way line to the east right of way line of N. E. Keel Avenue;
 84. thence southerly along the east right of way line to the south right of way line of N. E. 11th street;
 85. thence westerly along the south right of way line to the northeast corner of tax lot 6300, of said plat, Deed reference mf 185-2242 (September 24, 1987);
 86. thence southerly along the east line of said lot 6300 and tax lot 6601, Deed reference mf 193-2010 (June 27, 1988); of said plat, and the south prolongation to the south right of way line of N. E. 10th street;
 87. thence westerly along the south right of way line to the easterly right of way line of U.S. Highway 101;
 88. thence southerly along the easterly right of way line to the northwest corner of tax lot 900, Tax Assessor's Plat 7-11-15-12, Deed reference mf 107-831 (November 13, 1979);
 89. thence easterly to the west right of way line of the alley;
 90. thence northerly along the west right of way line to end of alley;
 91. thence easterly to the north east corner of tax lot 400, of said plat, Deed reference 222-49B (February 21, 1962);

92. thence easterly to the southeast corner of tax lot 400, Tax Assessor's Plat 7-11-15-11; Deed reference 231-359 (January 23, 1963);
93. thence northerly to the northeast corner of said lot-400;
94. thence easterly along the north line of tax lot 300, Deed reference mf 116-1363 (September 12, 1980) and 301, Deed reference mf 179-2083 (March 9, 1987), of said plat, to the northeast corner thereof;
95. thence southerly along the east lines of said lots 300, 301 and tax lot 500, of said plat, Deed reference 222-498 (February 21, 1962), to a point on the northerly line of tax lot 801, of said plat, Deed reference mf 156-1879 (December 19, 1984);
96. thence clockwise around said lot 801, to the north right of way line of N. E. 6th Drive;
97. thence southerly along the prolongation of the east line to the south right of way line of N. E. 6th Drive;
98. thence southwesterly along the south right of way line to the northeast corner of tax lot 15200, Tax Assessor's Plat 7-11-15-12, Deed reference 155-468 (December 17, 1952);
99. thence clockwise around said lot 15200 to the easterly right of way line of U.S. Highway 101;
100. thence southerly along the easterly right of way line to the northwest corner of tax lot 15902, of said plat, Deed reference mf 76-339 (June 17, 1977);
101. thence easterly to a point on the westerly line of tax lot 15600, said plat, Deed reference 168-568 (January 12, 1955);
102. thence clockwise around said lot 15600 to the northeast corner of tax lot 15700, of said plat, Deed reference 168568 (January 12, 1955);
103. thence southerly along east line of said lots 15700 and 15800, of said plat, and tax lot 200, Tax Assessor's Plat 7-11-15-14, Deed reference mf 118-809 (October 29, 1980); to the northwest corner of tax lot 500, said plat, Deed reference 185-497 (September 3, 1957);
104. thence clockwise around said lot 500 to a point on the G.L.O. Meander line;
105. thence northerly along said meander line to the east corner of tax lot 100, of said plat, Deed reference 187-179 (October 30, 1987);
106. thence southerly across Devils Lake to the most northeast corner of tax lot 3400, of said plat, Deed reference mf 88-1194 (June 8, 1978);
107. thence westerly along the north property lines of lots fronting Devils Lake to the northeast corner of tax lot 3601, Tax Assessor's Plat 7-11-15-13, Deed reference mf 1720

- (January 30, 1970);
108. thence southerly along east line and prolongation thereof of said lot 3601 to the south right of way line of South Shore Drive (S. E. 1st street);
 109. thence westerly along the south right of way line to the easterly right of way line of U.S. Highway 101;
 110. thence southerly along the easterly right of way line to the north corner of tax lot 2600, said plat, Deed reference mf 80-308 (October 11, 1977);
 111. thence southerly along the easterly line of said lot 2600, and lots 2601, Deed reference mf 150-2033 (June 8, 1984), and 2000, Deed reference mf 121-1911 (February 13, 1981), of said plat, to the northwest corner of tax 2100, said plat, Deed reference mf 179-2139 (March 9, 1987);
 112. thence easterly along north line of said lot 2100 and tax lot 2200 to the northeast corner thereof, Deed reference mf 191-236B (April 29, 1988);
 113. thence southerly along the east line and prolongation thereof of said lot 2200, to the south right of way line of S. E. 3rd Street;
 114. thence ,westerly along the south right of way line to the northwest corner of tax lot 13701, Tax Assessor's Plat 7-1115-42, Deed reference mf 79-1BII (October 4, 1977);
 115. thence southerly along the westerly line of said lot to the most northwest corner of tax lot 12301, said plat, Deed reference mf 189-0019 (January 6, 1988);
 116. thence clockwise around said lot 12301 to the easterly right of way line of U.S. Highway 101;
 117. thence southerly along the easterly right of way line to the northwest corner of tax lot 12100, of said plat, Deed reference mf 197-1965 (October 13, 19BB);
 118. thence easterly to the northeast corner of said lot 12100;
 119. thence southerly along the east line of said lot 12100 and lot 12000, said plat, Deed reference mf 30-1351 (December 29, 1971), to the northwest corner of tax lot 8300, Tax Assessor's Plat 7-11-15-41, Deed reference mf 179-1333 (February 24, 1997);
 120. thence easterly along the north line and prolongation thereof to the east right of way line of S. E. Inlet Avenue;
 121. thence southerly along said right of way to the northern right of way line of S. E. 9th Street;
 122. thence easterly along the northern right of way line to the eastern right of way line of S. E. Jetty Avenue;
 123. thence southerly along said right of way to the northern right of way line of 8. E. East Devils Lake Road;
 124. thence easterly along the northern right of way line to a

- point of intersection with the prolongation of the east line of tax lot 4901, Tax Assessor's Plat 7-11-15-44, Deed reference mf 163-2173 (August 19, 1975);
125. thence southerly on the east line and prolongation thereof to the south right of way of S. E. 14th Street;
 126. thence westerly to the easterly right of way line of U.S. Highway 101;
 127. thence southerly along said right of way line to the northwest corner of tax lot 1100, Tax Assessor's Plat 7-11-22-11, Deed reference Doc. No.2012-03900 (April 26, 2012);
 128. thence clockwise around said lot 1100 to the southeast corner thereof;
 129. thence west on the south line of said tax lot 1100 to the northeast corner of tax lot 1000, said plat, Deed reference 63-1001 (March 26, 1976);
 130. thence south along the east line said tax lot 1000 to the north right of way line of S. E. 16th Street;
 131. thence easterly along north right of way line to a point of intersection with the prolongation of the east line of tax lot 2400, of said plat, Deed reference mf 179-754 (February 17, 1987);
 132. thence southerly on said east line to the southeast corner of said lot 2400;
 133. thence westerly to the northeast corner of tax lot 2700, of said plat, Deed reference mf 49-362 (May 15, 1974);
 134. thence southerly along east line of said lot 2700 and tax lot 2800, of said plat, to the southeast corner thereof, Deed reference 2B9-32B (May 14, 196B);
 135. thence clockwise around said lot 2800 to the northeast corner of tax lot 3400, said plat, Deed reference Doc. No. 2005-05569 (April 15, 2005);
 136. thence south on the east line said tax lot 3400 to a point on the north line of tax lot 3301, said plat, Deed reference Doc. No.2004-13387 (September 1, 2004);
 137. thence clockwise around said tax lot 3301 to the southeast corner thereof;
 138. thence south across S.E. 19th Street to the northeast corner of tax lot 4300, said plat, Deed reference Doc. No.2011-08769 (September 22, 2011);
 139. thence south along the east line of said tax lot 4300 to the northeast corner of tax lot 4400, said plat, Deed reference mf 191-633 (April 6, 1988);
 140. thence southerly to a point on the north line of tax lot 1202, Tax Assessor's Plat 7-11-22-14, Deed reference mf 178-127 (January 16, 1987);
 141. thence easterly to the northeast corner of said lot 1202;

142. thence southerly along the east line of said lot 1202 and 700 of said plat, to the southeast corner thereof, Deed reference mf 151-342 (June 21, 198t);
143. thence westerly to the northeast corner of tax lot 800, of said plat, Deed reference mf 194-2033 (July 19, 1988);
144. thence clockwise around said lot to the easterly right of way line of U.S. Highway 101; ,
145. thence southerly along said right of way line to the northwest corner of tax lot 1700, said plat, Deed reference mf 136-2444 (November 22, 1982);
146. thence clockwise around said lot to the easterly right of way of U.S. Highway 101;
147. thence southerly along said right of way line to the northwest corner of tax lot 2300, said plat, Deed reference 272-178 (October 27, 1966);
148. thence easterly to the northeast corner of said lot 2300;
149. thence southerly along the east line of said lot 2300 and the projection thereof to the southern right of way of S. E. 23rd Drive;
150. thence southeasterly along said right of way line to the northeast corner of tax lot 2600, said plat, Deed reference Doc. No.2012-08516 (September 6, 2012)
151. thence clockwise around said tax lot 2600 to a point on the west line of tax lot 2500, said plat, Deed reference Doc. No.2012-08516 (September 6, 2012)
152. thence clockwise around said tax lot 2500 to the easterly right of way line of U.S. Highway 101; .
153. thence southerly along the easterly right of way line to the north corner of tax lot 1700, Tax Assessor's Plat 7-11-22-42, Deed reference mf 193-2091 (June 28, 1988);
154. thence south along the east line of said tax lot 1700 to the southeast corner thereof ;
155. thence northwesterly along the southerly line of said tax lot 1700 to the easterly right of way line of U.S. Highway 101; .
156. thence southerly along the easterly right of way line to the northwest corner of tax lot 1900, Tax Assessor's Plat 7-11-22-42, Deed reference mf 34-1537 (July 6, 1972);
157. thence clockwise around said lot to the northeast corner of tax lot 201, Tax Assessor's Plat 7-11-22-43, Deed reference mf 168-609 (January 31, 1986);
158. thence southerly along the east line of said lot 201 and tax lot 200, of said plat, to the southeast corner thereof, Deed reference mf 32-279 (March 15, 1972) ;
159. thence westerly along south line of said lot 200 to the easterly right of way line of U.S. Highway 101;
160. thence southerly along the easterly right of way line to the

- northerly right of way of S. E. 31st street;
161. thence southeasterly to a point of intersection with the northerly prolongation of the southeasterly line of tax lot 3600, of said plat, Deed reference mf 190-1809 (March 17, 1988);
 162. thence southerly along the southeasterly lines of said tax lot 3600, and lot 3700, of said plat, Deed reference mf 190-0991 (March 7, 1988), and tax lot 12000, Tax Assessor's Plat 7-11-27-21, Deed reference mf 70-1608 (December 9, 1976) to the northerly right of way line of S.E. 32nd street;
 163. thence south across S.E. 32st Street and the east line of tax lot 12101, said plat, Deed reference 2007-16599 (November 29, 2007) to the northeast corner of tax lot 12200 said plat, Deed reference mf 168-38 (January 23, 1986);
 164. thence clockwise around said lot 12200 to the northeast corner of tax lot 12400, of said plat, Deed reference 292-17 (July 24, 1968);
 165. thence southerly along the east line of tax lot 12400, to the southeastern corner of tax lot 13800, Tax Assessor's Plat 7-11-27-21, Deed reference mf 118-799 (October 29, 1980), which is a point on the north right-of-way line of S.E. 37th street;
 166. thence southerly across S; E. 37th street and along the east property line of tax lot 15800 of said plat, Deed reference mf 9-651 (May 21, 1969), to a point on the north line of tax lot 101, Tax Assessor's Plat 7-11-2724, Deed reference mf 119-1668 (December 8, 1980);
 167. thence clockwise around said lot 101 to the north right of way line of S. E. High School Drive;
 168. thence south along the prolongation of the east line of said lot 101 to the southerly right of way line of S. E. High School Drive;
 169. thence northwesterly along said right of way line to the northeast corner of tax lot 104, said plat, Deed reference mf 410-213 (July 31, 1997);
 170. thence clockwise around said tax lot 104 to the easterly right of way line of U.S. Highway 101;
 171. thence southerly along the easterly right of way line to the northwest corner of tax lot 1100, Tax Assessor's Plat 7-11-27-31, Deed reference mf 174-1471 (September 12, 1986);
 172. thence clockwise around said lot 1100 to the northeast corner of tax lot 900, said plat, Deed reference mf 174-1471 (September 12, 1986);
 173. thence southeasterly along the easterly line of said tax lot 900 to the southeast corner of tax lot 500 of said plat, Deed reference mf 193-407 (June 7, 1988), which is a point

- on the northwesterly line of tax lot 200, Tax Assessor's Plat 7-11-27-42, Deed reference mf 193-407 (June 7, 1988);
174. thence northeasterly to the northeast corner of said lot 200;
 175. thence southerly along the easterly line of said tax lot 200, and the easterly lot lines of tax lots 300, Deed reference mf 8-4 (April 4, 1969) and 700, Deed reference mf 134-372 (July 30, 1982), of said plat and tax lot 300,. Tax Assessor's Plat 7-11-27-43, the southeast corner thereof, Deed reference mf 134-372 (July 30, 1982);
 176. thence southerly along the northern right of way line of S. E. Inlet Avenue to the west corner of tax lot 1200, Tax Assessor's Plat 7-11-27-44, Deed reference mf 151-2445 (July 18, 1984);
 177. thence clockwise around said lot 1200 to the westerly right of way line of S. E. Jetty Place;
 178. thence north easterly along said right of way line to the west right of way line of S. E. Jetty Avenue;
 179. thence east across to the east right of way line of S.E. Jetty Avenue to a point on the west line of tax lot 3500, said plat, Deed reference Doc. No.2010-06682 (July 1, 2010);
 180. thence clockwise around said tax lot 3500 to the southeast corner of tax lot 4700, said plat, Deed reference mf 162-823 (July 3, 1985);
 181. thence west to the southwest corner of said tax lot 4700;
 182. thence north along the west lines of said tax lot 4700, tax lot 4600, said plat, Deed reference mf 263-0559 (June 17, 1993) and tax lot 4500, said plat, Deed reference mf 70-514 (November 16, 1976) and the prolongation of to a point on the south line of said tax lot 3500;
 183. thence west along the south line of said tax lot 3500 to the east line of S.E. jetty avenue;
 184. thence southerly along the east right of way line to the northwest corner of tax lot 1400 Tax Assessor's Plat 7-11-34-11, Doc. No.2013-055787 (June 7, 2013);
 185. thence east to a point on the west line of tax lot 1300, said plat, Deed reference Doc. No.2005-17338 (October 28, 2005);
 186. thence clockwise around said tax lot 1300 and tax lot 1200, said plat, Deed reference Doc. No.2004-11388 (July,28 2004) to the north right of way line of S. E. 51st street (Taft-Schooner Creek Road);
 187. thence west to a point of intersection with the prolongation of the east lot line of tax lot 4000, Tax Assessor's Plat 7-11-34-11, Deed reference mf 173-1239 (September 11, 1986);
 188. thence southerly across said street to the northeast corner of

- said tax lot 4000;
189. thence clockwise around tax lot 4100, said plat, Deed reference mf 465-1041 (November 26, 2002) to the easterly right of way line of U.S. Highway 101;
 190. thence southerly along said right way to the northwest corner of tax lot 500, Tax Assessor's Plat 7-11-34-14, Deed reference mf 112-1838 (May 13, 1980);
 191. thence easterly to the northeast corner of tax lot 700, of said plat, deed reference mf 106-1771 (October 24, 1979);
 192. thence southerly along the east line of lot 700 and tax lot 1000, of said plat, Deed reference mf 91-713 (August 15, 1978), to a point on the northeasterly line of tax lot 600, Tax Assessor's Plat 7-11-34-41, Deed reference mf 163-157 (July 25, 1985);
 193. thence southeasterly to the northwest corner of tax lot 300, of said plat; Deed reference mf 121-1081 (February 3, 1981);
 194. thence easterly to a point on the northwesterly line of tax lot 200, of said plat, Deed reference 95-185 (August 20, 1943);
 195. thence clockwise around said lot to a point on the northwesterly line of tax lot 100, of said plat, Deed reference 230-175 (November 20, 1962);
 196. thence clockwise around said lot 100 to the north right of way line of U.S. Highway 101;
 197. thence south along the prolongation of the east line of said lot 100 to the south right of way line of U.S. Highway 101
 198. thence southeasterly along the south right of way line to the most east corner of tax lot 5000, said plat, Deed reference Doc. No. 2008-12861 (November 6, 2008);
 199. thence southwesterly to the north corner of tax lot 5301, said plat, Deed reference Doc. No. 2008-12861 (November 6, 2008);
 200. thence south along the east lines of said tax lot 5301 and said tax lot 5000 to the northeast corner of tax lot 5400, said plat, Deed reference mf 136-491 (October 12, 1982);
 201. thence southerly along the east lines of said lot 5400, and of tax lots 8303, Deed reference mf 136-491 (October 12, 1982), and 8301, Deed reference mf 194-1465 (July 13, 1988), Tax Assessor Plat 7-11-34-44 and the prolongation thereof to the mean low water line of Siletz Bay;
 202. thence clockwise along said mean low water line to a point of intersection with the prolongation of the northwesterly line of tax lot 802, Tax Assessor's Plat 7-11-34-41, Deed reference mf 105-657 (September 13, 1979);
 203. thence continuing along said mean low water line to a point of intersection with the prolongation of the north line of tax lot 300, said plat, Deed reference mf 330-0599 (December, 24 1996);

204. thence east along said lot line to the westerly right of way line of U.S. Highway 101;
205. thence northerly along said right of way line to the southeast corner of tax lot 4600, Tax Assessor's Plat 7-11-34- 11, Deed reference 200-156 (June 11, 1959);
206. thence northwesterly along the southerly line of lots fronting on Siletz Bay to the southwest corner of tax lot 5200, Tax Assessor's Plat 7-11-34-12, Deed referenced 228-629 (September 26, 1962);
207. thence northerly along the west line of said lot to the south right of way line of S. W. 51st Street;
208. thence westerly along said right of way line to the northeast corner of 7-11-34-12 Supplemental Map No.1, covering the Bayside condominium recorded in Plat Book 1, page 13;
209. thence southerly along the east line of said map and tax lot 5000, Tax Assessor's Plat 7-11-34-12, to the southeast corner thereof, Deed reference mf125-412 (June 25, 1981);
210. thence northwesterly along southerly line of .said tax lot 5000 and clockwise around said Supplemental Map No. 1 and Bayside Condominium to the south right of way line of S. W. 51st Street;
211. thence westerly along the south right of way line to the northeast corner of tax lot 400, Tax Assessor's Plat 7-1134-21, Deed reference 177-61 (March 9,1956);
212. thence clockwise around said lot 400 to the southeast corner of tax lot 500, of said plat, Deed reference mf 69-408 (October 14, 1976);
213. thence northerly along the east line of said lot 500 and prolongation thereof to the northerly right of way line of S.W. 50th Street;
214. thence southeasterly to the southwest corner of tax lot 2609, Tax Assessor's Plat 7-11-27-43, Deed reference mf 179-1561 (February 27, 1987);
215. thence clockwise around said lot 2609 to the southerly right of way of U.S. Highway 101;
216. thence northerly along said right of way line to the southeast corner of ,tax lot 2603, of said plat, Deed reference mf 97-834 (February 13, 1979);
217. thence west along the south line of said lot 2603 and tax lot 107, Tax Assessor's Plat 7-11-27-34 to the southwest corner thereof, Deed reference mf 138-1917 (February 10, 1983);
218. thence clockwise around said lot 107 to a point on the south line of tax lot 5400 Tax Assessor's Plat 7-11-27-31, Deed reference Doc. No.2012-11574 (November 29, 2012)

219. thence clockwise around said lot 5400 to the northwest corner of said lot;
220. thence westerly along the prolongation the north line of said tax lot 5400 to the westerly right of way line of S.W. Coast Avenue;
221. thence northeasterly along the westerly right of way line to the southwesterly right of way line of U.S. Highway 101;
222. thence northerly along said right of way line to the southeast corner of tax lot 3800, Tax Assessor's Plat 7-11-27-21, Deed reference mf 193-1519 (June 21, 1988);
223. thence counterclockwise around said lot 3800 to the east right of way line of S. W. Coast Avenue;
224. thence west along the prolongation of the north line of said lot 3800 to the west right away line of S. W. Coast Avenue;
225. thence northerly along said right of way line and prolongation thereof to a point on the south line of tax lot 4000, of said plat, Deed reference 274-165 (January 11, 1967);
226. thence counterclockwise around said lot 4000 to the south right of way line of S.W. 35th Street;
227. thence westerly along said right of way line and prolongation thereof to the mean low water line;
228. thence northerly along said mean low water line to a point of intersection with the west prolongation of the northerly right of way line of S.W. 32nd Street which is also the north line of tax lot 5200 Tax Assessor's Plat 7-11-22-34, Deed reference 292-485 (August 16, 1968);
229. thence easterly along said prolongation and right of way line to the southwest corner of tax lot Ij602, of said plat, Deed reference mf 131-287 (March 15, 19B2);
230. thence northerly along the west line of said tax lots 13602, and tax lot 13600 of said plat, Deed reference mf 197-2361 (October 17, 19B8), and 3100, Tax Assessor's Plat 7-11-22-43 and the prolongation thereof to the northern right of way of S. W. 29th street, Deed reference mf 197-2361 (October 17, 1988);
231. thence easterly along said right of way to the southwest corner of tax lot 400, of said plat, Deed reference mf 193-1441 (June 20, 1988);
232. thence clockwise around said lot 400 to the northwesterly right of way line of U.S. Highway 101;
233. thence northeasterly along said right-of-way line to the southeast corner of tax lot 1600, Tax Assessor's Plat 7-11-22-42, Deed reference mf 128-875 (October 26, 1981);
234. thence clockwise around said lot 1600 to the southwest corner of tax lot 100, of said plat, Deed reference 115-352 (December 27, 1946);
235. thence clockwise around said lot 100 to the southwest corner

- of tax lot 2400, Tax Assessor's Plat 7-11-22-14, Deed reference 115-352 (December 19, 1946);
236. thence northerly along the west lines and prolongation of said lot 2400 and the following tax lots 2400, Deed reference 115-352 (December 19, 1946), 1900, Deed reference mf 161-114 (May 21, 1985), 1800, Deed reference mf 54-1591 (February 11, 1975), 1600, Deed reference mf 54-1591 (February 11, 1975), 1500, Deed reference mf 34-1924 (July 13, 1972), 1400, Deed reference mf 71-872 (January 3, 1977), 1300, Deed reference mf 129-1985 (January 5, 1982), 1000, Deed reference mf 129-1985 (January 5, 1982), 900, Deed reference mf 129-1985 (January 5, 1982), 500, Deed reference mf 133-746 (June 21, 1982), 501, Deed reference 291-91 (June 28, 1968), 400, Deed reference mf 129-2346 (January 13, 1982), of said plat and tax lot 4200, Tax Assessor's Plat 7-11-22-11, Deed reference mf 147-1707 (February 14, 1984), to the northwesterly right of way of S. W. Bard Road;
237. thence northeasterly along said right of way line to the westerly right of way line of U.S. Highway 101;
238. thence northerly along the westerly right of way line to the southeast corner of tax lot 4000, of said plat, Deed reference mf 191-514 (April 4, 1988);
239. thence westerly along south line and prolongation thereof to the west right of way line of S. W. Harbor Avenue;
240. thence northerly along west right of way line to a point of intersection with the prolongation of the south line of tax lot 2501, of said plat, Deed reference mf 151-479 (June 22, 1984);
241. thence easterly and counterclockwise around said lot 2501 to a point of intersection with the prolongation of the west line of tax lot 700, of said plat, Deed reference mf 92-581 (September 11, 1978);
242. thence northerly along said prolongation and west line of said lot to the southwest corner of tax lot 400, of said plat, Deed reference mf 176-1244 (November 19, 1986);
243. thence clockwise around said lot 400 to the westerly right of way line of U.S. Highway 101;
244. thence northerly along said right of way line to the south right of way line of S. W. 14th Street;
245. thence westerly along the south right of way line to a point of intersection with the prolongation of the west line of tax lot 4800, Tax Assessor's Plat 7-11-15-44, Deed reference mf 107-13' (October 31, 1979);
246. thence northerly along said prolongation to the southwest corner of said lot 4800;
247. thence clockwise around said lot 4800 to the westerly right of way line of U.S. Highway 101;

248. thence northerly along said right of way line to the south right of way line of S. W. 12th Street;
249. thence westerly along' the south right of way line to the west right of way line of S. W. Harbor Avenue;
250. thence northerly along the west right of way line to the north right of way line of S. W. 11th street;
251. thence easterly along said right of way line to the southwest corner of tax lot 3000, of said plat, Deed reference mf 149-1889 (May 3, 1984);
252. thence northerly along the west line of said lot 3000 to the south right of way line of S. W. 10th Street;
253. thence westerly along the south right of way line to the west right of way line of S. W. Harbor Avenue;
254. thence northerly along the west right of way line and prolongation to the north right of way line of S. W. 9th Street;
255. thence easterly along north right of way line to a point on the west line of tax lot 1800, of said. plat; Deed reference mf 192-1445 (May 20, 1988);
256. thence counterclockwise around said lot 1800 to the westerly right of way line of U.S. Highway 101;
257. thence northerly along said right of way line to the eastern right of way line of S. W. Galley Avenue;
258. thence southerly along eastern right of way line to the south right of way line of S. W. 7th Street;
259. thence westerly along the south right of way line to the west right of way line of S. W. Fleet Avenue;
260. thence northerly along said right of way line to the westerly right of way of U.S. Highway 101;
261. thence northerly along the westerly right of way line to the southeast corner of tax lot 1800, Tax Assessor's Plat 7-11-15-42, Deed reference Doc. No.2014-02342 (March 18, 2014);
262. thence clockwise around said tax lot 1800 and along the west line of tax lot 1501, said plat, Deed reference Doc. No.2014-02341 (March 18, 2014) to a point on the south line of tax lot 1400, said plat, Deed reference mf 151-2504 (July 18, 1984);
263. thence westerly along the south line of said lot 1400, and tax lots 1402, Deed reference 208-553 (May 31, 1960), and 1401, Deed ref 193-321 (August 5, 1958), of said plat to the east right of way line of s. W. Ebb Avenue;
264. thence southerly along the east right of way line to the south right of way line of S. W. 5th Street;
265. thence westerly along said right of way line and prolongation to the G.L.O. Meander line;
266. thence southerly along the G.L.O. Meander Line to a point on

- the north line of tax lot 12999, Tax Assessor's Plat 7-11-15-43, a public park described in Plat Book 7, page 44 of the records of Lincoln county;
267. thence clockwise around said tax lot 12999, to the north right of way line of S. W. 10th Place;
 268. thence easterly along said right of way line to the east line of alley;
 269. thence southerly along east line of alley and prolongation to a point on the north line of tax lot 14899, said plat, a public park described in Plat Book 7, page 44 of the records of Lincoln County;
 270. thence counterclockwise to the southwest corner of said lot;
 271. thence southwesterly to the most northwest corner of tax lot 14800, of said plat, Deed reference mf 145-2384 (December 6, 1983);
 272. thence northerly across S. W. Coast Avenue to the south east corner of tax lot 13000, of said plat, Deed reference 228608 (September 26, 1962);
 273. thence westerly along the south line and prolongation thereof to the mean low water line;
 274. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of S. W. 5th street;
 275. thence easterly along said right of way line to the west right of way line of S. W. Ebb Avenue;
 276. thence northerly to the south right of way line of S. W. 3rd street;
 277. thence clockwise around right of way of said S. W. 3rd street to the westerly right of way line of S. W. Ebb Avenue (Main street);
 278. thence northerly along said right of way line to the west right of way of U.S. Highway 101;
 279. thence northerly along west right of way line to the south right of way of S. W. Beach Street;
 280. thence northwesterly along said south right of way line and prolongation thereof to the mean low water line;
 281. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 1st Court;
 282. thence easterly along said right of way line to a point on the westerly line of tax lot 13700, Tax Assessor's Plat 7-11-15-12, deed reference mf 39-1318 (February 26, 1973);
 283. thence counterclockwise around said lot 13700 to the westerly right of way line of U.S. Highway 101;
 284. thence northerly along said right of way line and the southwesterly right of way line of N.W. 2nd Drive to a point of intersection with the south prolongation of the

- west line of tax lot 14300, of said plat, Deed reference mf 188-310 (December 4, 1987);
285. thence northerly along the said west line and easterly along the northerly line of said lot 14300 to the southwest corner of tax lot 12600, of said plat;
 286. thence clockwise around said lot 12600 to the westerly right of way line of U.S. Highway 101, Deed reference mf 162-151 (June 24, 1985);
 287. thence northerly along said right of way line to the southeast corner of tax lot, 15100, of said plat, Deed reference mf 143-1869 (September 7, 1983);
 288. thence clockwise around said tax lot 15100 to the 'easterly right of way of Terrace Walk;
 289. thence west across Terrace Walk to the west right of way line;
 290. thence northwest along said right of-way line to the intersection of the west prolongation of the south line of tax lot 14900 of said plat, Deed reference mf 87-280 (May 2, 1978);
 291. thence east along said south line to the southeast corner of said lot 14900;
 292. thence northerly along the east lines of said lot 14900 and 15000, of said plat, Deed reference mf 196-1487 (September 7, 1988), to the southeasterly right of way line of N. W. 6th Drive;
 293. thence perpendicularly across said drive, to the northwesterly right of way line;
 294. thence northerly along the northwesterly right of way line to the southeast corner of tax lot 2600, of said plat, Deed reference mf 190-0013 (February 18, 1988);
 295. thence westerly on south line and prolongation thereof, of said lot 2600, to the westerly right of way line of Terrace Walk;
 296. thence northerly along said right of way line to a point of intersection with the prolongation of the south line of tax lot 3700, of said plat, Deed reference mf 190-0013 (February 18, 1988);
 297. thence easterly along said line to the southeast corner of said lot 3700;
 298. thence counterclockwise around said lot 3700 to the southwest corner of tax lot 2200, of said plat, Deed reference mf 195-586 (July 27, 1988);
 299. thence northerly along the westerly line of said lot 2200, and the following tax lots 2100 and 2000, Deed reference mf 195-586 (July 27, 1988), 1900 and 1800, Deed reference mf 185-1768 (September 16, 1987), and 1700, Deed reference mf 191-279 (April 1, 1988), of said plat, to a point on the south line of tax lot 7001, Tax Assessor's Plat 7-11-10-43,

- Deed reference mf 161-2275 (June 19, 1985);
300. thence westerly along said south line to the southwest corner of said lot 7001;
 301. thence northerly along the west line of said lot 7001, and tax lots "6801, Deed reference 223-341 (March 14, 1962) and 5400, Deed reference 107-148 (September 25, 1945), of said plat to the northwest corner of said lot 5400;
 302. thence easterly along north line of said lot-5400 to the southeast corner of tax lot 4901, of said plat, Deed reference mf 155-1018 (October 31, 1984);
 303. thence northerly along the east line and prolongation thereof of said lot 4901, and tax lot 4800, of said plat, Deed reference mf 70-154 (November 10, 1976), to the north right of way line of N. W. 13th street;
 304. thence easterly along said right of way line to the southwest corner of tax lot 3100, of said plat, Deed reference mf 65-1055 (June 15, 1976);
 305. thence northerly along the west line and prolongation thereof, of said lot 3100, and tax lot 2201, of said plat, Deed reference mf 33-1726 (June 1, 1972), to the north right of way line of N. W. 14th street;
 306. thence east along the north right of way line to the southwest corner of tax lot 1700, of said plat, Deed reference mf 258-299 (August 18, 1965);
 307. thence clockwise around said lot to the southwest corner of tax lot 1000, of said plat, Deed reference mf 38-1522 (January 10, 1973);
 308. thence north along the west line of said lot to the south right of way line of N. W. 15th Street;
 309. thence westerly along said right of way and southerly along eastern right of way of N. W. Harbor Avenue to the south right of way of N. W. 14th Street;
 310. thence across said N. W.-Harbor Avenue to the west right of way line;
 311. thence northerly along said right of way line to the south right of way line of N. W. 15th street;
 312. thence westerly along said right of way line and prolongation thereof to the mean low water line;
 313. thence northerly along mean low water line to a point of intersection with the prolongation of the north line of tax lot 12200, said plat, Deed reference Doc. No. 2007-16599 (November 29, 2007);
 314. thence east along the north line of said tax lot 122200 to the west right of way line of N. W. Harbor Avenue;
 315. thence northerly along the west right of way line to the south right of way line of N. W. 16th street;

316. thence westerly along said right of way line and prolongation thereof to the mean low water line;
317. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 16th street;
318. thence easterly along said right of way line to the west right of way of N. W. Jetty Avenue;
319. thence northerly along said right of way line to the north right of way line of N. W. 19th street;
320. thence easterly along north right of way line to the westerly right of way line of U.s. Highway 101;
321. thence northerly along the westerly right of way line to the south right of way line of N. W. 20th street;
322. thence westerly along-said right of way line to a point of intersection with the prolongation of the west line of tax lot 200, Tax Assessor's Plat 7-11-10-42, Deed reference mf 145-16 (April 24, 1983);
323. thence northerly along west line of said lot 200 and tax lot 1700, said plat, Deed reference mf 198-1379 (November 3, 1988), to the south right of way line of N. W. 21st street;
324. thence westerly along said right of way line and prolongation thereof to the mean low water line;
325. thence northerly along the mean low water line to a point of intersection with the prolongation of the north right of way line of N. W. 21st street;
326. thence easterly along said right of way line to the westerly right of way of U.s. Highway 101;
327. thence northeasterly to the south corner of tax lot 3000, Tax Assessor's Plat 7-11-10-14, Deed reference mf 196-1492 (September 7, 1988);
328. thence northerly along the west line of said lot 3000 and tax lot 3001, said plat, Deed reference mf 169-2452 (April 10, 1986), to the southerly right of way line of N. W. Mast Place;
329. thence perpendicularly across said N. W. Mast Place to the northerly right of way line;
330. thence northeasterly along the northerly right of way line to the north right of way line of N. W. 22nd street;
331. thence easterly along said line to the southwest corner of tax lot 2800, said plat, Deed reference 223-0353 (March 20, 1962);
332. thence clockwise around said tax lot to the westerly right of way of U.S. Highway 101;
333. thence northerly along the westerly right of way line to the southeast corner of tax lot 16800, Tax Assessor's Plat 7-11-10-11, Deed reference mf 453-0295 (July 3, 2002);
334. thence clockwise around said tax lot 16800 to the south

- right of way line of N. W. 28th Street;
335. thence northerly across N.W. 28th Street to the intersection of the north right of way line of said Street and the east right of way line of N.W. Port Avenue
 336. thence northerly along said right of way line and prolongation thereof to the north right of way of N. W. 30th Street;
 337. thence easterly to a point of intersection with the north prolongation of the west line of tax lot 600, Tax Assessor's Plat 7-11-11-22, Deed reference mf 159-353 (March 15, 1985);
 338. thence southerly along said line to the northwest corner of said lot 702, of said plat;
 339. thence easterly along the north line of said lot 702 to the westerly right of way line of U.S. Highway 101;
 340. thence northerly along said right of way line to the south right of way line of N. W. 30th Street;
 341. thence westerly along said right of way line to the south prolongation of the west right of way line of N. W. Port Drive;
 342. thence northerly along 'said line to a point of intersection with the west prolongation of the north line of tax lots 17800 and 16900, Tax Assessor's Plat 7-11-3-44, Deed reference mf 134-27 (July 23, 1982);
 343. thence easterly along said line to the west right of way line of N. W. Quay Drive;
 344. thence northerly along the west right of way line to a point of intersection with the southwesterly prolongation of the north line of lots 9900 and 7300, of said plat, each recorded by Deed reference mf 163-1097 (August 5, 1985);
 345. thence northeasterly along said line to the southerly right of way line of N; W. 33rd street;
 346. thence northwesterly along said line to a point of intersection with the south prolongation of the west line of tax lot 5701, said plat, Deed reference mf 94-794 (November 8, 1978);
 347. thence northerly along said line and then clockwise around said lot 5701 to the southeast corner of tax lot 6000, said plat, Deed reference mf 45-519 (October 24, 1973);
 348. thence northerly along easterly line of said lot 6000, and tax lot 6100, of said plat, Deed reference mf 154-1381 (October 3, 1984), to the south right of way line of N. W. 34th street;
 349. thence westerly along the south right of way line to a point of intersection with the south prolongation of the west right of way of N. W. Port Avenue;
 350. thence northerly along said line to a point on the south

- line of tax lot 4700, Tax Assessor's Plat 7-11-2-32, Deed reference mf 148-624 (March 9, .1984);
351. thence westerly along said line and prolongation to a point of intersection with the prolongation of the west right of way line of N. W. Port Avenue;
 352. thence northerly along said right of way line and jog thereof to the south right of way line of N.W. 36th Street;
 353. thence southwesterly along said line and the prolongation thereof to the west right of way line of N.W. Keel Avenue;
 354. thence north along said line to an intersection with the south right of way line of N.W. 37th Street;
 355. thence west along the south right of way line of N.W. 37th Street to an intersection with the east right of way line of N.W. Jetty Avenue;
 356. thence south along the said line to the northwest corner of tax lot 12200, Tax Assessor's Plat 7-11-2-43, Deed reference mf 48-85 (March 27, 1974);
 357. thence clockwise around said tax lot 12200 to the southeast corner thereof;
 358. thence west along the south line of said tax lot 12200 and the prolongation thereof to the west right of way line of N.W. Jetty Avenue;
 359. thence north along said west right of way line to an intersection with the west prolongation of the north right of way line of N.W. 37th Street;
 360. thence east along said line to an intersection with the west right of way line of N.W. Keel Avenue;
 361. thence across N.W. Keel Avenue to the intersection of the east right of way line said avenue with the south right of way line of N.W. 37th Street;
 362. thence south along the east right of way line of N.W. Keel Avenue and northeasterly along the south right of way line of N.W. 36th Street to the west right of way line of N.W. Port Avenue;
 363. thence northerly along said right of way line and jog thereof to the south right of way of N. W. 39th street;
 364. thence northerly across N.W. 39th street to the southwest corner of tax lot 1900, Tax Assessor's Plat 7-11-2-32, Deed reference mf 118-5S8 (October 27, 1980);
 365. thence northerly along west line said lot 1900 to a point on the south line of tax lot 206, Tax Assessor's Plat 7-11-3, Deed reference mf 177-1448 (December 26, 1926);
 366. thence westerly along south line of said lot 206 to the northeast corner of tax lot 900, Tax Assessor's Plat 7-11-3-41, Deed reference mf 85-1126 (March 23, 1978);
 367. thence southerly along the east line of said lot 900 and prolongation thereof to the south right of way line of N. W. 39th street:

368. thence westerly along said line to the west right of way line of N. W. Jetty Avenue;
369. thence northerly along west right of way line to the southeast corner of tax lot 202, Tax Assessor's Plat 7-11-3, Deed reference mf 48-1909 (May 3, 1974);
370. thence north along the east line of said lot 202 to the northeast corner;
371. thence westerly along north line and prolongation thereof, of said lot 202 to the mean low water line;
372. thence northerly along the mean low water line to a point of intersection with the west prolongation of the southerly line of tax lot 201, Tax Assessor's Plat 7-11-3, Deed reference mf 123-1428 (April 28, 1981);
373. thence easterly along said line to the southeast corner of said lot 201;
374. thence northerly along the east line of said lot 201 and lot 203, of said plat, Deed reference mf 123-1428 (April 28, 1981); to the northeast corner of said lot 203;
375. thence westerly along the north line and west prolongation thereof, of said lot 203, to the mean low water line;
376. thence northerly along the mean low water line to a point of intersection with the west prolongation of the north line of tax lot 200, of said plat, Deed reference mf 90-317 (July 19, 1978):
377. thence easterly along said north line to the westerly right of way line of N.W. Jetty Avenue;
378. thence northerly along the westerly right of way line and the prolongation thereof N.W. Jetty Ave. to the north right of way line of N.W. 59th street;
379. thence westerly along the north right of way line of N.W. 59th street to the westerly right of way line of N.W. Logan Road;
380. thence northerly along the westerly right of way line of N.W. Logan Road to the N.E. corner of Lot 69 "First Addition to Roads End; thence east across N.W. Logan Road to the easterly right of way line of N.W. Logan Road;
381. thence southerly along to the easterly right of way line of N.W. Logan Road to the northerly right of way line of Sal-La-Sea Drive; thence southeasterly along the northerly right of way line of Sal-La-Sea Drive to the southwest corner of tax lot 100, Lincoln County Assessors Plat 06-11-35-32, Deed reference Doc. No. 2013-05262 (May 30, 2013) in the records of the Lincoln county Clerk, hereinafter referred to as "Deed reference"; thence clockwise around said lot 100 to the northerly right of way line of Sal-La-Sea Drive;
382. thence south to the southerly right of way line of Sal-La-Sea Drive;
383. thence northwesterly along to the southerly right of way line

- of Sal-La-Sea Drive to the easterly right of way line of Logan Road;
384. thence southerly along the easterly right of way line of Logan Road to an intersection with the easterly prolongation of the southerly right of way line of N.W. 59th Street;
 385. thence westerly along the southerly right of way line N.W. 59th Street to the intersection with the easterly right of way line of N.W. Jetty Avenue;
 386. thence southerly along the easterly right of way line of N.W. Jetty Avenue and the southerly prolongation of easterly right of way line of N.W. Jetty to the north line of section 2;
 387. thence easterly along the north line of section 2 to the point of beginning, containing 649.28 acres, more or less laying entirely within the city limits of Lincoln City, Lincoln County, Oregon.

Listed below are the Tax Lots contained within the (1988) Year 2000 Development Plan:

MAP NUMBER	LOT NUMBER	MAP NUMBER	LOT NUMBER
07-11-02-20	100	07-11-02-32	1400
07-11-02-20	600	01-11-02-32	1500
07-11-02-20	601	07-11-02-32	1600
07-11-02-20	601-21	07-11-02-32	1700
07-11-02-20	604	07-11-02-32	1800
07-11-02-20	604-21	07-11-02-32	1900
07-11-02-20	605	07-11-02-32	2000
07-11-02-20	700	07-11-02-32	2100
07-11-02-20	1000	07-11-02-32	2200
07-11-02-24	400	07-11-02-32	2300
07-11-02-24	500	07-11-02-32	2400
07-11-02-24	600	07-11-02-32	2500
07-11-02-24	700	07-11-02-32	2600
07-11-02-24	1100	07-11-02-32	2700
07-11-02-24	1202	07-11-02-32	2800
07-11-02-24	1203	07-11-02-32	2900
07-11-02-32	300	07-11-02-32	3000
07-11-02-32	400	07-11-02-32	3100
07-11-02-32	500	07-11-02-32	3200
07-11-02-32	600	07-11-02-32	3300
07-11-02-32	700	07-11-02-32	3400
07-11-02-32	800	07-11-02-32	3500
07-11-02-32	900	07-11-02-32	3600
07-11-02-32	1000	07-11-02-32	3700
07-11-02-32	1100	07-11-02-32	3800
07-11-02-32	1200	07-11-02-32	3900
07-11-02-32	1300	07-11-02-32	4000

07-11-02-32	4100	07-11-03-44	18301
07-11-02-32	4200	07-11-03-44	18400
07-11-02-32	4300	07-11-03-44	18500
07-11-02-32	4400	07-11-10-11	100
07-11-02-32	4600	07-11-10-11	300
07-11-02-32	4700	07-11-10-14	3000
07-11-02-32	4800	07-11-10-14	3001
07-11-02-32	4900	07-11-10-14	3100
07-11-02-32	5000	07-11-10-14	3200
07-11-02-32	5100	07-11-10-14	3300
07-11-02-32	5200	07-11-10-14	3400
07-11-02-32	6400	07-11-10-14	3500
07-11-02-33	400	07-11-10-14	3600
07-11-02-33	500	07-11-10-14	3700
07-11-02-33	600	07-11-10-14	3800
07-11-02-33	700	07-11-10-14	3900
07-11-02-33	900	07-11-10-14	4000
07-11-02-33	1900	07-11-10-14	4100
07-11-02-33	2000	07-11-10-14	4200
07-11-02-33	2100	07-11-10-14	4300
07-11-02-33	2200	07-11-10-14	4400
07-11-02-33	2300	07-11-10-14	4500
07-11-02-33	2400	07-11-10-14	4600
07-11-02-33	2500	07-11-10-14	4700
07-11-03-00	200-01	07-11-10-14	4800
07-11-03-00	200-02	07-11-10-14	4900
07-11-03-00	204	07-11-10-14	5000
07-11-03-00	205	07-11-10-14	5100
07-11-03-00	206	07-11-10-41	1600
07-11-03-41	900	07-11-10-41	1900
07-11-03-44	100	07-11-10-42	100
07-11-03-44	101	07-11-10-42	200
07-11-03-44	102	07-11-10-42	1700
07-11-03-44	200	07-11-10-42	8700
07-11-03-44	300	07-11-10-42	8800
07-11-03-44	400	07-11-10-42	8900
07-11-03-44	500	07-11-10-42	9000
07-11-03-44	600	07-11-10-42	9200
07-11-03-44	700	07-11-10-42	9201
07-11-03-44	800	07-11-10-42	9300
07-11-03-44	900	07-11-10-42	9400
07-11-03-44	5701	07-11-10-42	9500
07-11-03-44	7300	07-11-10-42	9600
07-11-03-44	9900	07-11-10-42	9700
07-11-03-44	16800	07-11-10-42	9800
07-11-03-44	16900	07-11-10-42	9900
07-11-03-44	17800	07-11-10-42	10000
07-11-03-44	17900	07-11-10-42	10100
07-11-03-44	18000	07-11-10-42	10200
07-11-03-44	18100	07-11-10-42	10300
07-11-03-44	18200	07-11-10-42	10400
07-11-03-44	18300	07-11-10-42	10500

07-11-10-42	10600	07-11-10-42	20300
07-11-10-42	10700	07-11-10-42	20400
07-11-10-42	13200	07-11-10-42	20500
07-11-10-42	13300	07-11-10-42	20600
07-11-10-42	13400	07-11-10-42	20700
07-11-10-42	13500	07-11-10-42	20800
07-11-10-42	13600	07-11-10-42	20900
07-11-10-42	13700	07-11-10-42	21000
07-11-10-42	13900	07-11-10-42	21100
07-11-10-42	14000	07-11-10-42	21300
07-11-10-42	14100	07-11-10-42	21301
07-11-10-42	14200	07-11-10-42	21400
07-11-10-42	14300	07-11-10-42	21500
07-11-10-42	14900	07-11-10-42	21600
07-11-10-42	15001	07-11-19-42	21700
07-11-10-42	15100	07-11-10-42	21900
07-11-10-42	15200	07-11-10-42	21901
07-11-10-42	15300	07-11-10-42	22000
07-11-10-42	15400	07-11-10-42	22001
07-11-10-42	15500	07-11-10-42	22100
07-11-10-42	15501	07-11-10-42	22101
07-11-10-42	15600	07-11-10-42	22200
07-11-10-42	15700	07-11-10-42	22300
07-11-10-42	15800	07-11-10-42	22400
07-11-10-42	15801	07-11-10-42	22500
07-11-10-42	15900	07-11-10-43	200
07-11-10-42	16000	07-11-10-43	300
07-11-10-42	16100	07-11-10-43	400
07-11-10-42	16200	07-11-10-43	500
07-11-10-42	16300	07-11-10-43	600
07-11-10-42	18200	07-11-10-43	700
07-11-10-42	18300	07-11-10-43	800
07-11-10-42	18301	07-11-10-43	900
07-11-10-42	18400	07-11-10-43	1000
07-11-10-42	18500	07-11-10-43	1700
07-11-10-42	18600	07-11-10-43	1800
07-11-10-42	18700	07-11-10-43	1801
07-11-10-42	18800	07-11-10-43	1900
07-11-10-42	18900	07-11-10-43	2000
07-11-10-42	19100	07-11-10-43	2001
07-11-10-42	19200	07-11-10-43	2100
07-11-10-42	19300	07-11-10-43	2200
07-11-10-42	19400	07-11-10-43	2201
07-11-10-42	19402	07-11-10-43	3100
07-11-10-42	19500	07-11-10-43	3200
07-11-10-42	19600	07-11-10-43	3400
07-11-10-42	19700	07-11-10-43	3500
07-11-10-42	19800	07-11-10-43	3600
07-11-10-42	19900	07-11-10-43	3900
07-11-10-42	20000	07-11-10-43	4000
07-11-10-42	20100	07-11-10-43	4100
07-11-10-42	20200	07-11-10-43	4200

07-11-10-43	4500	07-11-11-23	700
07-11-10-43	4700	07-11-15-11	300
07-11-10-43	5000	07-11-15-11	301
07-11-10-43	5100	07-11-15-11	500
07-11-10-43	5200	07-11-15-11	600
07-11-10-43	5300	07-11-15-11	700
07-11-10-43	5400	07-11-15-11	701
07-11-10-43	5500	07-11-15-11	801
07-11-10-43	5600	07-11-15-12	400
07-11-10-43	5700	07-11-15-12	401
07-11-10-43	5800	07-11-15-12	500
07-11-10-43	5900	07-11-15-12	700
07-11-10-43	5901	07-11-15-12	800
07-11-10-43	6000	07-11-15-12	800-21
07-11-10-43	6100	07-11-15-12	900
07-11-10-43	6300	07-11-15-12	1700
07-11-10-43	6301	07-11-15-12	1800
07-11-10-43	6400	07-11-15-12	1900
07-11-10-43	6500	07-11-15-12	2000
07-11-10-43	6600	07-11-15-12	2100
07-11-10-43	6601	07-11-15-12	2200
07-11-10-43	6800	07-11-15-12	2600
07-11-10-43	6801	07-11-15-12	12600
07-11-10-43	7000	07-11-15-12	14300
07-11-10-43	7001	07-11-15-12	15100
07-11-10-43	7100	07-11-15-12	15200
07-11-10-43	7101	07-11-15-12	15600
07-11-10-43	7200	07-11-15-12	15700
07-11-10-44	100	07-11-15-12	15800
07-11-10-44	200	07-11-15-12	15900
07-11-10-44	300	07-11-15-12	15901
07-11-10-44	400	07-11-15-12	15902
07-11-11-22	102	07-11-15-13	100
07-11-11-22	300	07-11-15-13	101
07-11-11-22'	500	07-11-15-13	1400
07-11-11-22	701	07-11-15-13	1500
07-11-11-22	702	07-11-15-13	1600
07-11-11-22	800	07-11-15-13	1700
07-11-11-22	900	07-11-15-13	1800
07-11-11-22	1100	07-11-15-13	1900
07-11-11-22	1200	07-11-15-13	2000
07-11-11-22	1300	07-11-15-13	2100
07-11-11-22	3500	07-11-15-13	2200
07-11-11-22	3600	07-11-15-13	2400
07-11-11-22	3601	07-11-15-13	2500
07-11-11-22	3800	07-11-15-13	2600
07-11-11-22	3900	07-11-15-13	2601
07-11-11-23	300	07-11-15-13	3100
07-11-11-23	400	07-11-15-13	3200
07-11-11-23	401	07-11-15-13	3300
07-11-11-23	403	07-11-15-13	3400
07-11-11-23	600	07-11-15-13	3500

07-11-15-13	3600	07-11-15-44	1200
07-11-15-13	3601	07-11-15-44	1300
07-11-15-14	200	07-11-15-44	1400
07-11-15-14	300	07-11-15-44	1500
07-11-15-14	400	07-11-15-44	1600
07-11-15-14	500	07-11-15-44	1700
07-11-15-41	8300	07-11-15-44	1900
07-11-15-41	8400	07-11-15-44	2000
07-11-15-42	100	07-11-15-44	2100
07-11-15-42	200	07-11-15-44	2200
07-11-15-42	300	07-11-15-44	2300
07-11-15-42	400	07-11-15-44	2400
07-11-15-42	500	07-11-15-44	3000
q7-11-15-42	600	07-11-15-44	3400
07-11-15-42	1400	07-11-15-44	3500
07-11-15-42	1401	07-11-15-44	3600
07-11-15-42	1402	07-11-15-44	3700
07-11-15-42	5100	07-11-15-44	3800
07-11-15-42	5200	07-11-15-44	3900
07-11-15-42	5300	07-11-15-44	4000
07-11-15-42	5400	07-11-15-44	4100
07-11-15-42	5500	07-11-15-44	4800
07-11-15-42	5600	07-11-15-44	4900
07-11-15-42	5700	07-11-15-44	4901
07-11-15-42	5800	07-11-22-11	400
07-11-15-42	5900	07-11-22-11	700
07-11-15-42	6000	07-11-22-11	1200
07-11-15-42	12000	07-11-22-11	2400
07-11-15-42	12100	07-11-22-11	2500
07-11-15-42	12301	07-11-22-11	2600
07-11-15-42	12400	07-11-22-11	2700
07-11-15-42	12800	07-11-22-11	2800
07-11-15-42	12900	07-11-22-11	3500
07-11-15-42	13100	07-11-22-11	3600
07-11-15-42	13200	07-11-22-11	3700
07-11-15-42	13300	07-11-22-11	3800
07-11-15-42	13400	07-11-22-11	3900
07-11-15-42	13500	07-11-22-11	4000
07-11-15-42	13600	07-11-22-11	4200
07-11-15-42	13601	07-11-22-11	4400
07-11-15-42	13700	07-11-22-14	300
07-11-15-43	10400	07-11-22-14	400
07-11-15-43	10500	07-11-22-14	500
07-11-15-43	12999	07-11-22-14	501
07-11-15-43	13000	07-11-22-14	600
07-11-15-44	900	07-11-22-14	700
07-11-15-44	901	07-11-22-14	800
07-11-15-44	1000	07-11-22-14	900
07-11-15-44	1000-21	07-11-22-14	1000
07-11-15-44	1100	07-11-22-14	1202
07-11-15-44	1101	07-11-22-14	1300
07-11-15-44	1102	07-11-22-14	1400

07-11-22-14	1500	07-11-27-21	6400
07-11-22-14	1600	07-11-27-21	6500
07-11-22-14	1700	07-11-27-21	6600
07-11-22-14	1800	07-11-27-21	6700
07-11-22-14	1900	07-11-27-21	6800
07-11-22-14	2300	07-11-27-21	6801
07-11;-22-14	2400	07-11-27-21	6900
07-11-22-34	5200	07-11-27-21	7000
07-11-22-34	5300	07-11-27-21	7100
07-11-22-34	13600	07-11-27-21	7200
07-11-22-34	13602	07-11-27-21	7300
07-11-22-34	13700	07-11-27-21	7301
07-11-22-41	700	07-11-27-21	7400
07-11-22-42	100	07-11-27-21	7500
07-11-22-42	1600	07-11-27-21	7600
07-11-22-42	1900	07-11-27-21	7700
07-11-22-43	200	07-11-27-21	7800
07-11-22-43	201	07-11-27-21	7900
07-11-22-43	400	07-11-27-21	8000
07-11-22-43	3100	07-11-27-21	8100
07-11-22-43	3200	07-11-27-21	8200
07-11-22-43	3300	07-11-27-21	8300
07-11-22-43	3400	07-11-27-21	8400
07-11-22-43	3600	07-11-27-21	8500
07-11-22-43	3700	07-11-27-21	8600
07-11-27-21	100	07-11-27-21	8601
07-11-27-21	200	07-11-27-21	8800
07-11-27-21	300	07-11-27-21	9000
07-11-27-21	400	07-11-27-21	9100
07-11-27-21	401	07-11-27-21	9200
07-11-27-21	500	07-11-27-21	9300
07-11-27-21	600	07-11-27-21	9400
07-11-27-21	700	07-11-27-21	9500
07-11-27-21	800	07-11-27-21	9600
07-11-27-21	900	07-11-27-21	9700
07-11-27-21	901	07-11-27-21	9800
07-11-27-21	1000	07-11-27-21	9900
07-11-27-21	1100	07-11-27-21	10000
07-11-27-21	1200	07-11-27-21	10099
07-11-27-21	1300	07-11-27-21	10100
07-11-27-21	1400	07-11-27-21	10200
07-11-27-21	3900	07-11-27-21	10300
07-11-27-21	3901	07-11-27-21	10400
07-11-27-21	5700	07-11-27-21	10500
07-11-27-21	5700-41	07-11-27-21	10600
07-11-27-21	5900-01	07-11-27-21	10700
07-11-27-21	5900-02	07-11-27-21	10800
07-11-27-21	5901	07-11-27-21	11000
07-11-27-21	6000	07-11-27-21	11100
07-11-27-21	6100	07-11-27-21	11200
07-11-27-21	6200	07-11-27-21	11201
07-11-27-21	6300	07-11-27-21	11202

07-11-27-21	11300	07-11-27-43	300
07-11-27-21	11400	07-11-27-43	301
07-11-27-21	11500	07-11-27-43	302
07-11-27-21	11600	07-11-27-43	900
07-11-27-21	11700	07-11-27-43	1000
07-11-27-21	11800	07-11-27-43	1100
07-11-27-21	11900	07-11-27-43	1201
07-11-27-21	12000	07-11-27-43	1300
07-11-27-21	12001	07-11-27-43	1400
07-11-27-21	12200	07-11-27-43	1500
07-11-27-21	12400	07-11-27-43	1600
07-11-27-21	12500	07-11-27-43	1700
07-11-27-21	12600	07-11-27-43	1800
07-11-27-21	12700	07-11-27-43	1900
07-11-27-21	12800	07-11-27-43	1901
07-11-27-21	12900	07-11-27-43	2000
07-11-27-21	13000	07-11-27-43	2000-21
07-11-27-21	13100	07-11-27-43	2100
07-11-27-21	13200	07-11-27-43	2200
07-11-27-21	13300	07-11-27-43	2300
07-11-27-21	13400	07-11-27-43	2400
07-11-27-21	13500	07-11-27-43	2603
07-11-27-21	13600	07-11-27-43	2604
07-11-27-21	13700	07-11-27-43	2606
07-11-27-21	13800	07-11-27-43	2608
07-11-27-:21	15800	07-11-27-43	2609
07-11-27-21	15900	07-11-27-43	2700
07-11-27-21	16000	07-11-27-43	2800
07-11-27-24	101	07-11-27-43	2900
07-11-27-31	500	07-11-27-43	3000
07-11-27-31	600	07-11-27-43	3100
07-11-27-31	700	07-11-27-43	3200
07-11-27-31	800	07-11-27-43	3300
07-11-27-31	900	07-11-27-43	3400
07-11-27-31	1100	07-11-27-43	3500
07-11-27-31	5500	07-11-27-43	3600
07-11-27-31	5600	07-11-27-43	3700
07-11-27-31	5700	07-11-27-43	3800
07-11-27-31	5800	07-11-27-43	3900
07-11-27-31	6000	07-11-27-43	4000
07-11-27-31	6100	07-11-27-43	4100
07-11-27-31	6101	07-11-27-43	4200
07-11-27-34	107	07-11-27-43	4300
07-11-27-42	200	07-11-27-43	4400
07-11-27-42	300	07-11-27-43	4500
07-11-27-42	400	07-11-27-43	4600
07-11-27-42	500	07-11-27-43	4700
07-11-27-42	600	07-11-27-43	4800
07-11-27-42	700	07-11-27-43	4900
07-11-27-43	100	07-11-27-43	5000
07-11-27-43	100-30	07-11-27-43	5100
07-11-27-43	200	07-11-27-43	5200

07-11-27-43	5300	07-11-34-12	700
07-11-27-43	5400	07-11-34-12	1000
07-11-27-43	5500	07-11-34-12	1200
07-11-27-43	5600	07-11-34-12	1400
07-11-27-43	5700	07-11-34-12	1500
07-11-27-43	5701	07-11-34-12	1600
07-11-27-43	5800	07-11-34-12	2200
07-11-27-43	5900	07-11-34-12	2300
07-11-27-43	6000	07-11-34-12	2400
07-11-27-43	6100	07-11-34-12	2900
07-11-27-44	600	07-11-34-12	3000
07-11-27-44	700	07-11-34-12	3100
07-11-27-44	800	07-11-34-12	3200
07-11-27-44	900	07-11-34-12	3300
07-11-27-44	1000	07-11-34-12	3400
07-11-27-44	1100	07-11-34-12	3500
07-11-27-44	1101	07-11-34-12	3600
07-11-27-44	1200	07-11-34-12	3700
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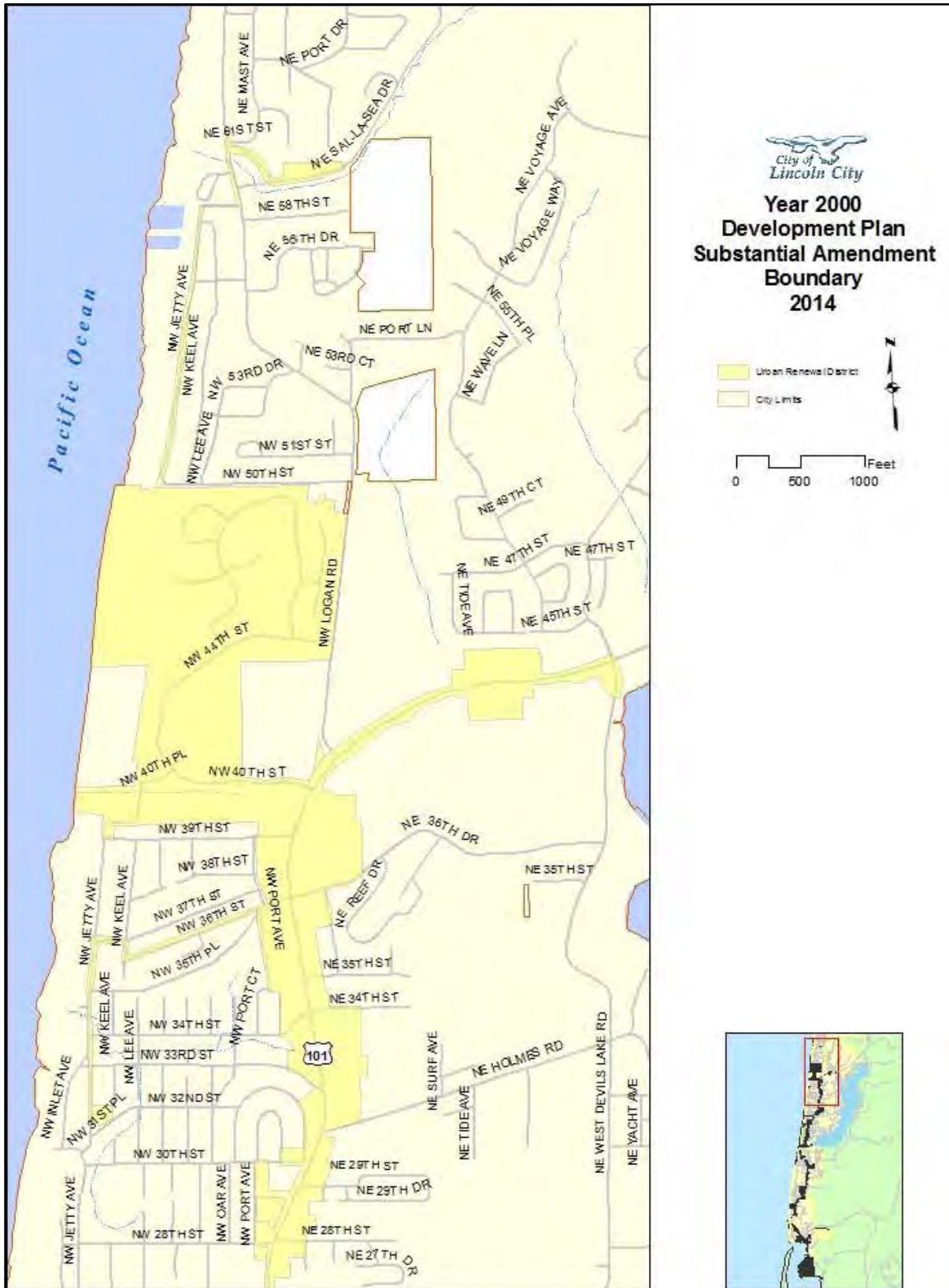
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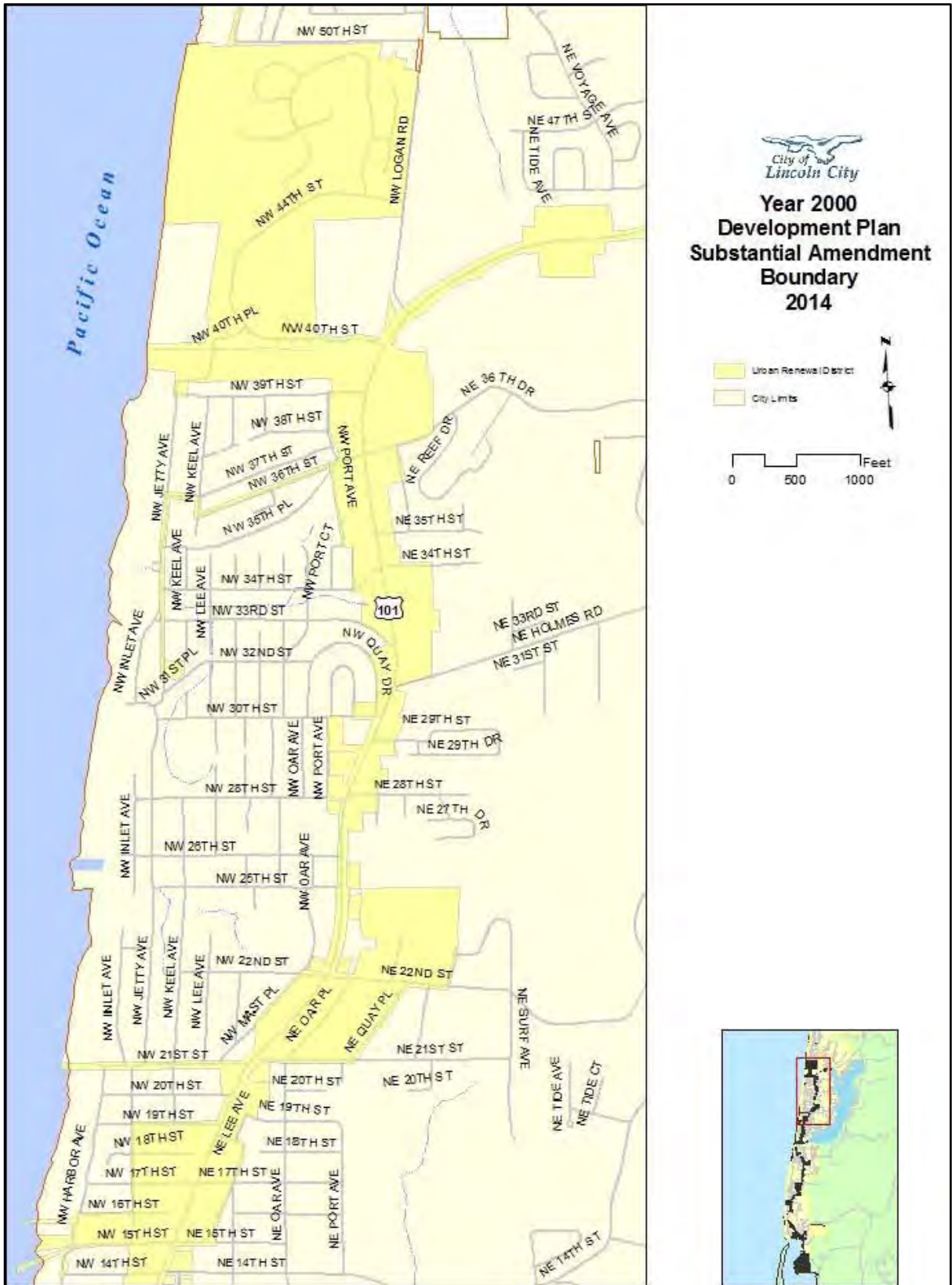
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07-11-34-43	16200	07-11-34-44	1900
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07-11-34-43	16301	07-11-34-44	2100

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07-11-34-44	7200		
07-11-34-44	7400		


Listed below are the Tax Lots added to the (1988) Year 2000 Development Plan with the **2014 Substantial Amendment**:

06-11-35-CB-00100	07-11-22-AA-03400
07-11-27-BD-00104	07-11-27-DD-03500
07-11-34-AD-00300-41	07-11-34-AA-04100
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07-11-34-AD-00400	07-11-11-BB-04301
07-11-11-BC-00404	07-11-27-DD-04500
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07-11-11-BB-00700	07-11-27-DD-04700
07-11-22-AA-01000	07-11-34-DA-04800
07-11-10-DD-01000	07-11-34-DA-04803
07-11-22-AA-01100	07-11-34-DA-05000
07-11-10-DD-01100	07-11-34-DA-05301
07-11-34-AA-01200	07-11-27-CA-05400
07-11-02-B0-01200	07-11-10-DD-05700
07-11-34-AA-01300	07-11-10-DD-05800
07-11-34-AA-01400	07-11-27-CA-05900
07-11-15-DB-01501	07-11-10-DD-05900
07-11-10-DA-01500	07-11-27-BA-12100
07-11-22-DB-01700	07-11-27-BA-12101
07-11-15-DB-01800-21	07-11-27-BA-12102
07-11-15-DB-01800	07-11-27-BA-12103
07-11-22-AD-02500	07-11-27-BA-12104
07-11-22-AD-02600	07-11-27-BA-12201
07-11-10-AD-02800-21	07-11-27-BA-12202
07-11-10-AD-02800	07-11-10-DC-12200
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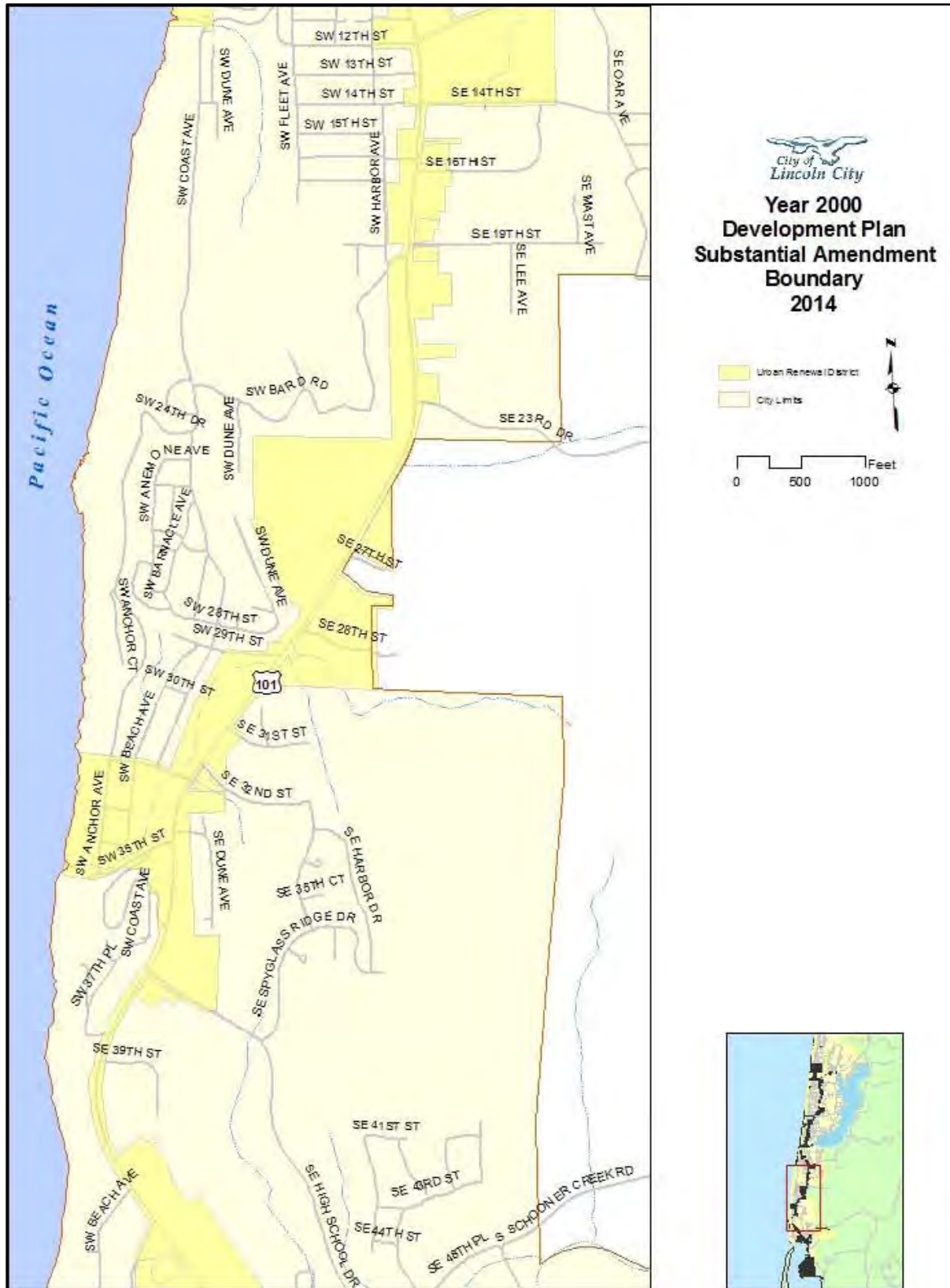


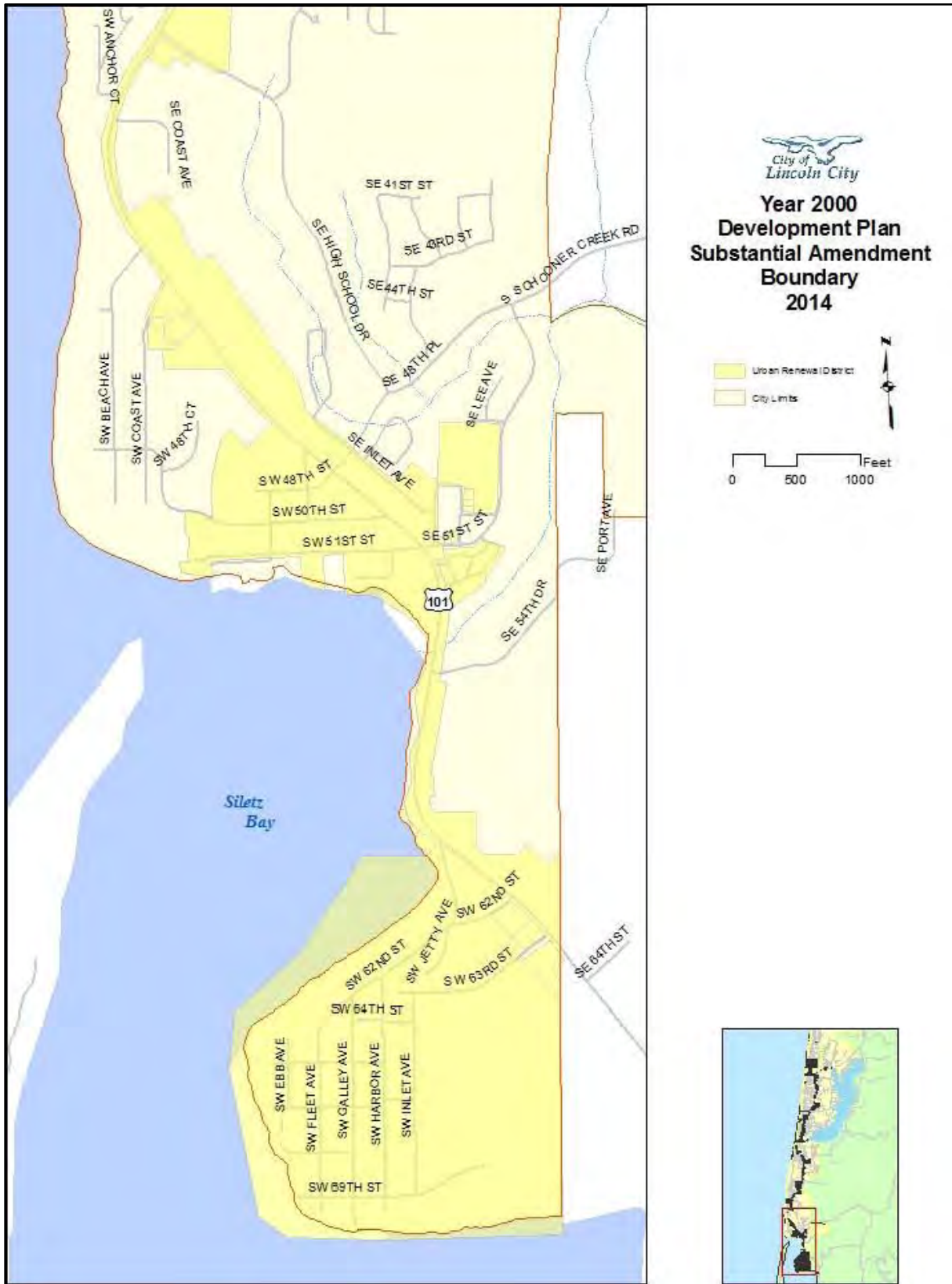





**Year 2000
 Development Plan
 Substantial Amendment
 Boundary
 2014**

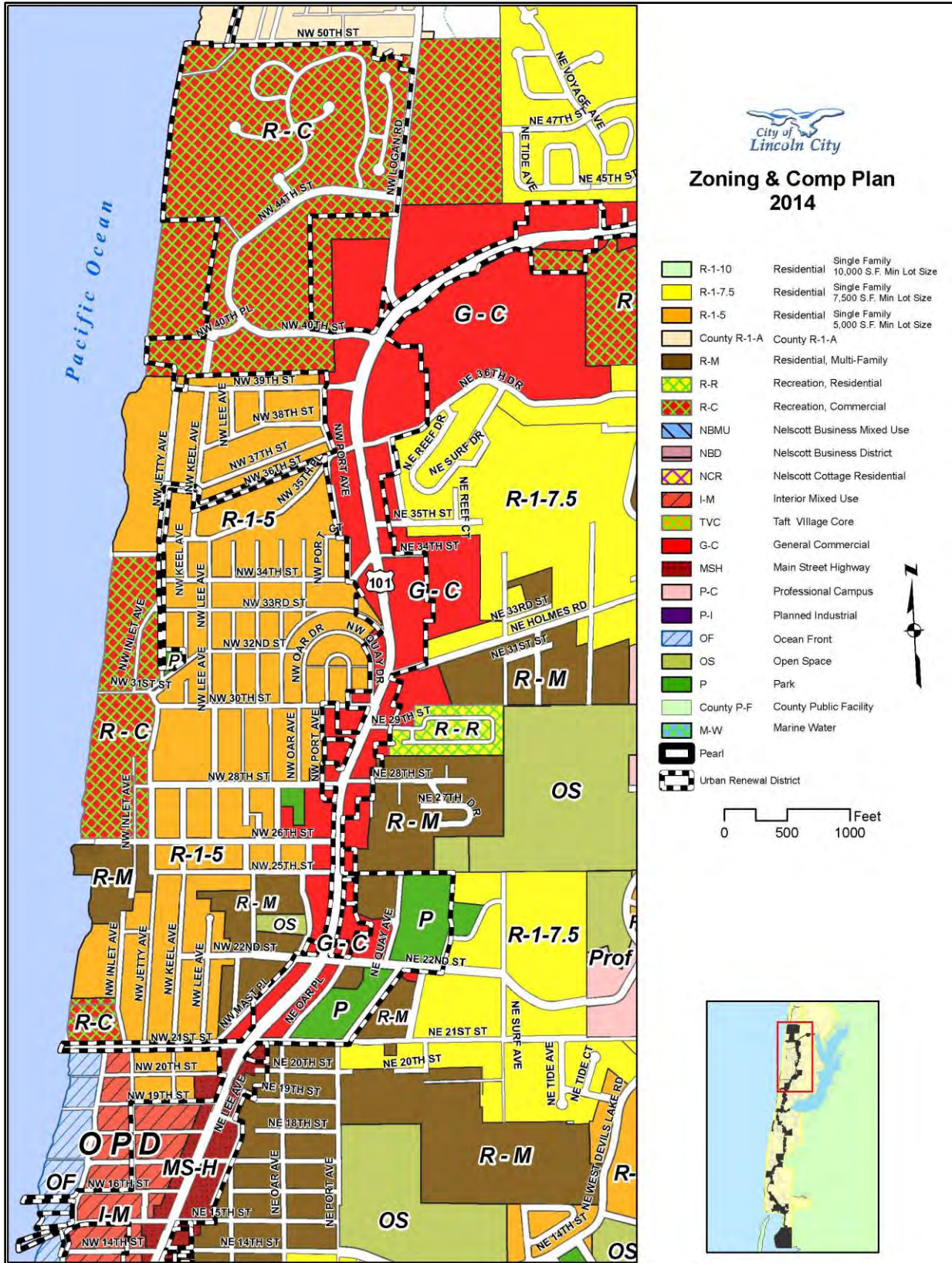








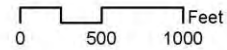
Zoning & Comp Plan 2014

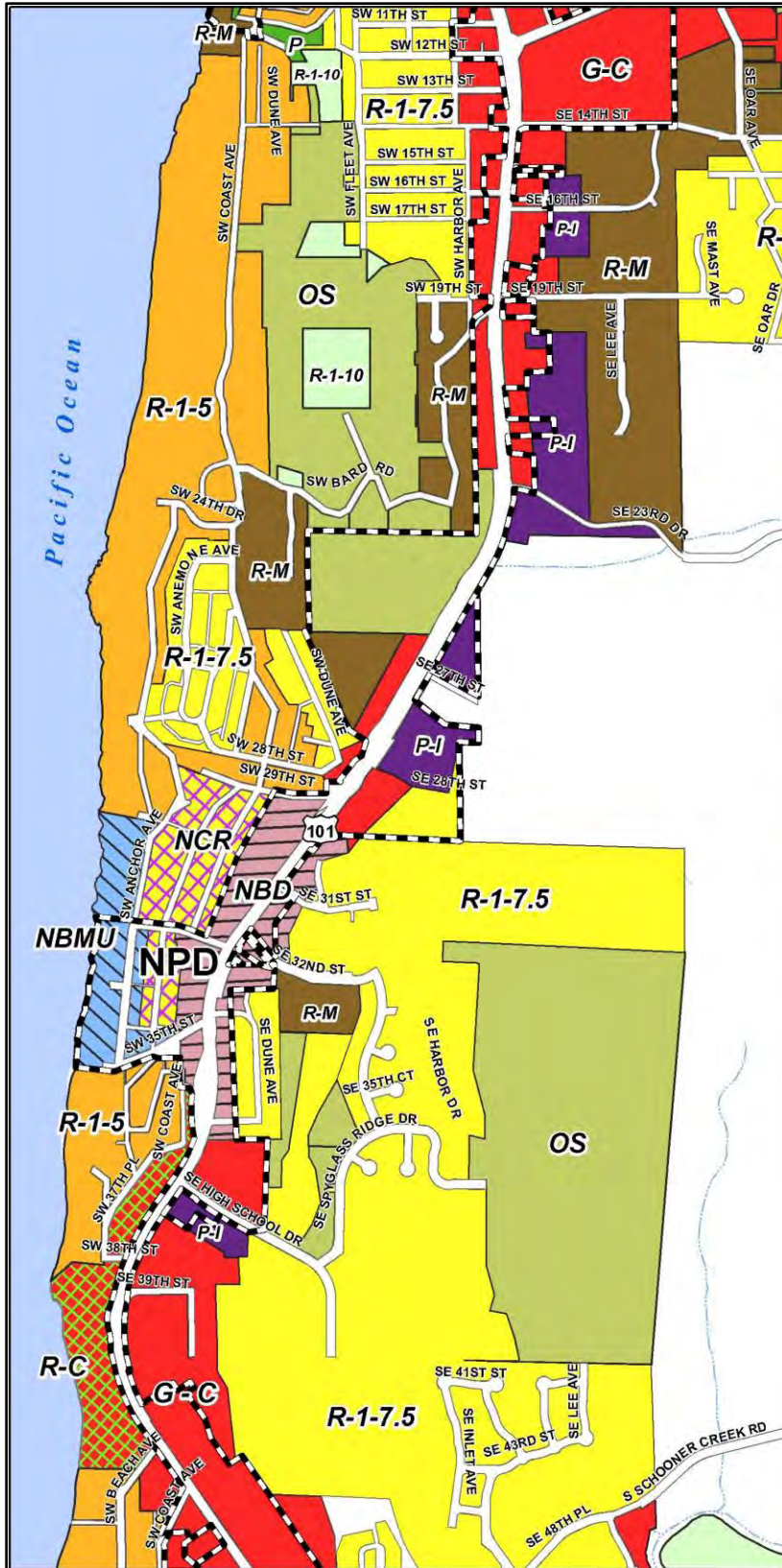




Zoning & Comp Plan 2014

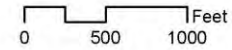
- R-1-10 Residential Single Family 10,000 S.F. Min Lot Size
- R-1-7.5 Residential Single Family 7,500 S.F. Min Lot Size
- R-1-5 Residential Single Family 5,000 S.F. Min Lot Size
- County R-1-A County R-1-A
- R-M Residential, Multi-Family
- R-R Recreation, Residential
- R-C Recreation, Commercial
- NBMU Nelscott Business Mixed Use
- NBD Nelscott Business District
- NCR Nelscott Cottage Residential
- I-M Interior Mixed Use
- TVC Taft Village Core
- G-C General Commercial
- MSH Main Street Highway
- P-C Professional Campus
- P-I Planned Industrial
- OF Ocean Front
- OS Open Space
- P Park
- County P-F County Public Facility
- M-W Marine Water
- Pearl
- Urban Renewal District

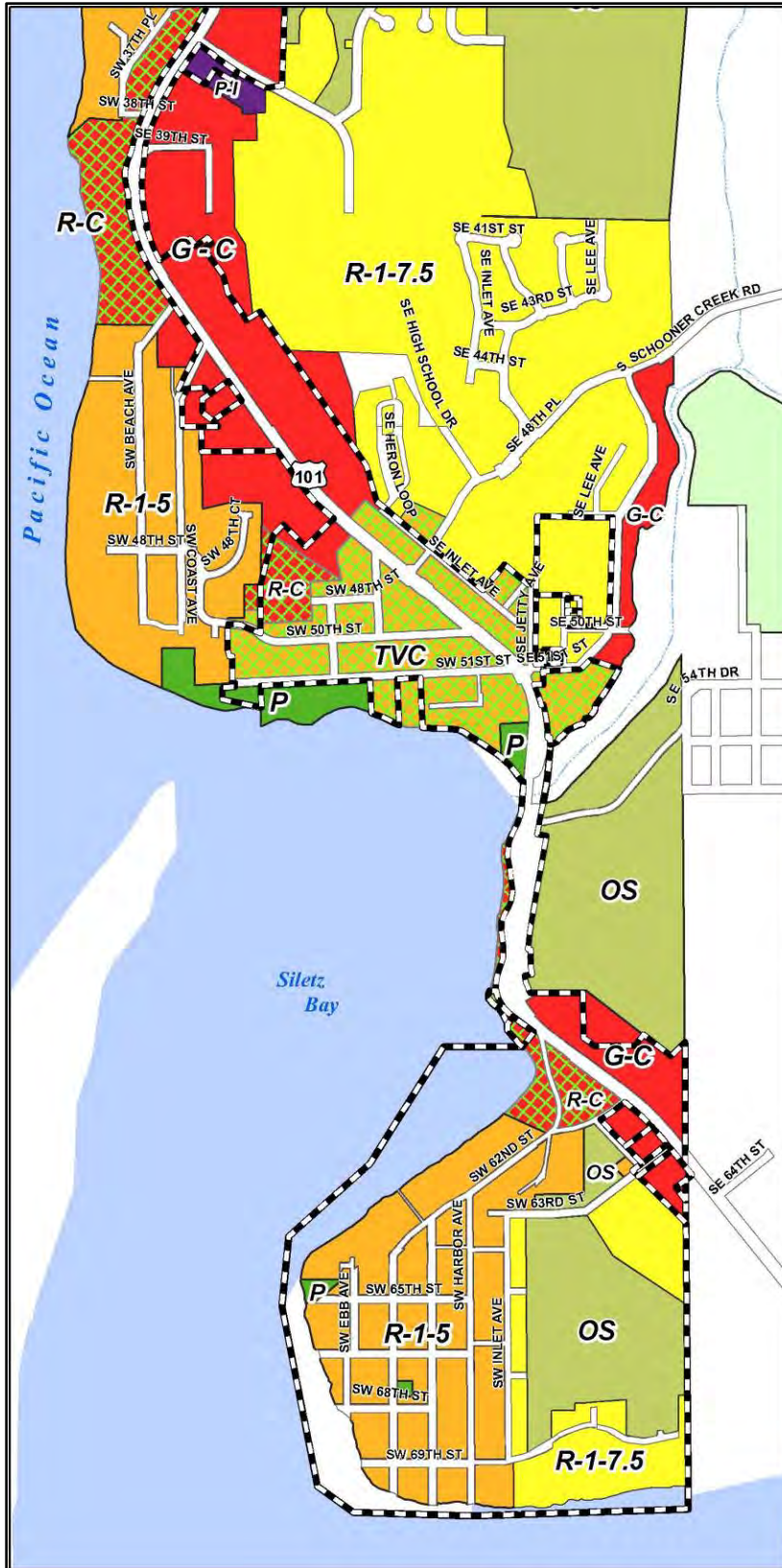




Zoning & Comp Plan 2014

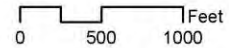
	R-1-10	Residential Single Family	10,000 S.F. Min Lot Size
	R-1-7.5	Residential Single Family	7,500 S.F. Min Lot Size
	R-1-5	Residential Single Family	5,000 S.F. Min Lot Size
	County R-1-A	County R-1-A	
	R-M	Residential, Multi-Family	
	R-R	Recreation, Residential	
	R-C	Recreation, Commercial	
	NBMU	Nelscott Business Mixed Use	
	NBD	Nelscott Business District	
	NCR	Nelscott Cottage Residential	
	I-M	Interior Mixed Use	
	TVC	Taft Village Core	
	G-C	General Commercial	
	MSH	Main Street Highway	
	P-C	Professional Campus	
	P-I	Planned Industrial	
	OF	Ocean Front	
	OS	Open Space	
	P	Park	
	County P-F	County Public Facility	
	M-W	Marine Water	
	Pearl		
	Urban Renewal District		





Zoning & Comp Plan 2014

	R-1-10	Residential	Single Family 10,000 S.F. Min Lot Size
	R-1-7.5	Residential	Single Family 7,500 S.F. Min Lot Size
	R-1-5	Residential	Single Family 5,000 S.F. Min Lot Size
	County R-1-A	County R-1-A	
	R-M	Residential, Multi-Family	
	R-R	Recreation, Residential	
	R-C	Recreation, Commercial	
	NBMU	Nelscott Business Mixed Use	
	NBD	Nelscott Business District	
	NCR	Nelscott Cottage Residential	
	I-M	Interior Mixed Use	
	TVC	Taft Village Core	
	G-C	General Commercial	
	MSH	Main Street Highway	
	P-C	Professional Campus	
	P-I	Planned Industrial	
	OF	Ocean Front	
	OS	Open Space	
	P	Park	
	County P-F	County Public Facility	
	M-W	Marine Water	
	Pearl		
	Urban Renewal District		

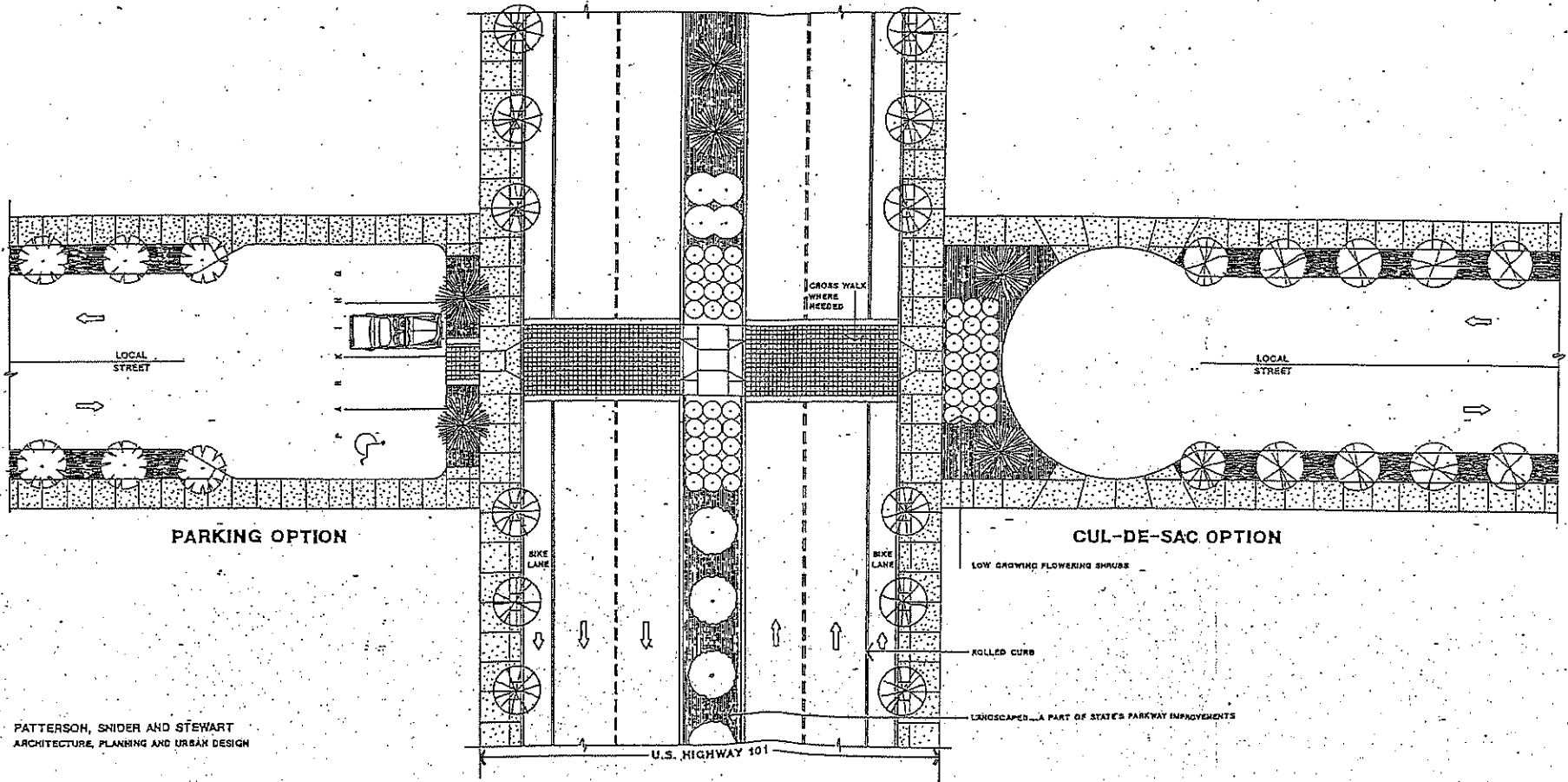


SIDE STREET CLOSURES INTERSECTING U.S. HIGHWAY 101 *

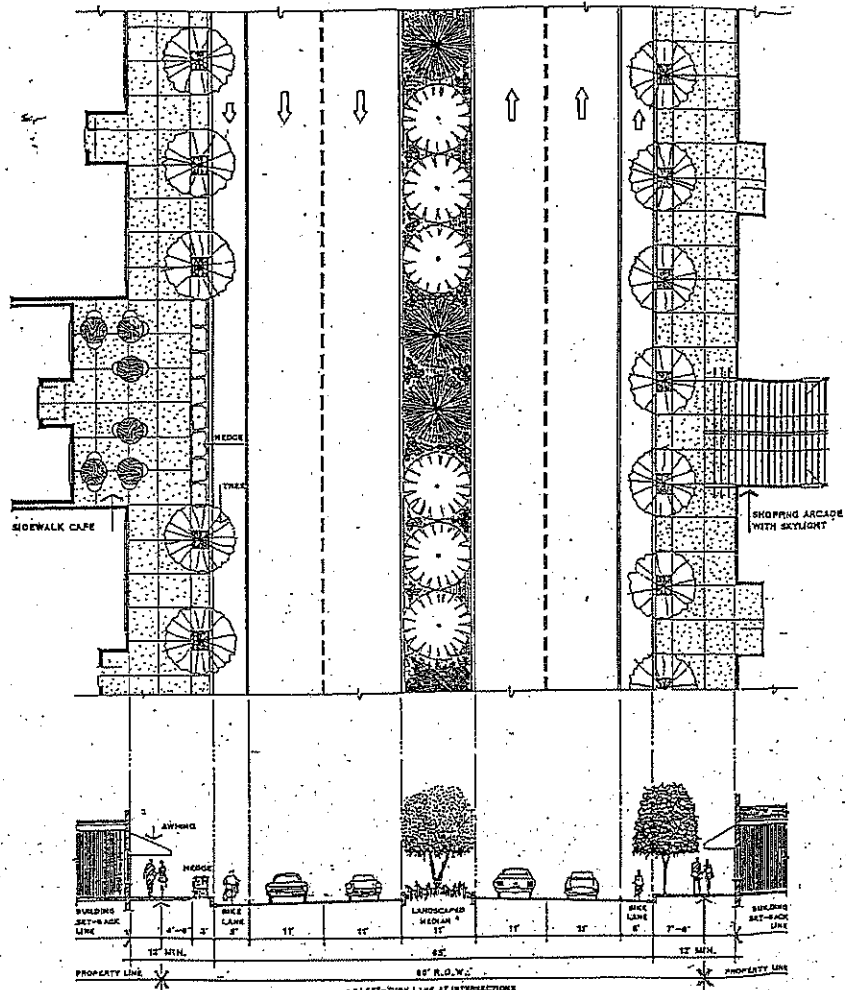
* INTENDED TO BE USED WHERE NON-SIGNALIZED, NON-ESSENTIAL STREET INTERSECTIONS EXIST ALONG U.S. HIGHWAY 101

EXHIBIT 4
CONCEPT PLAN

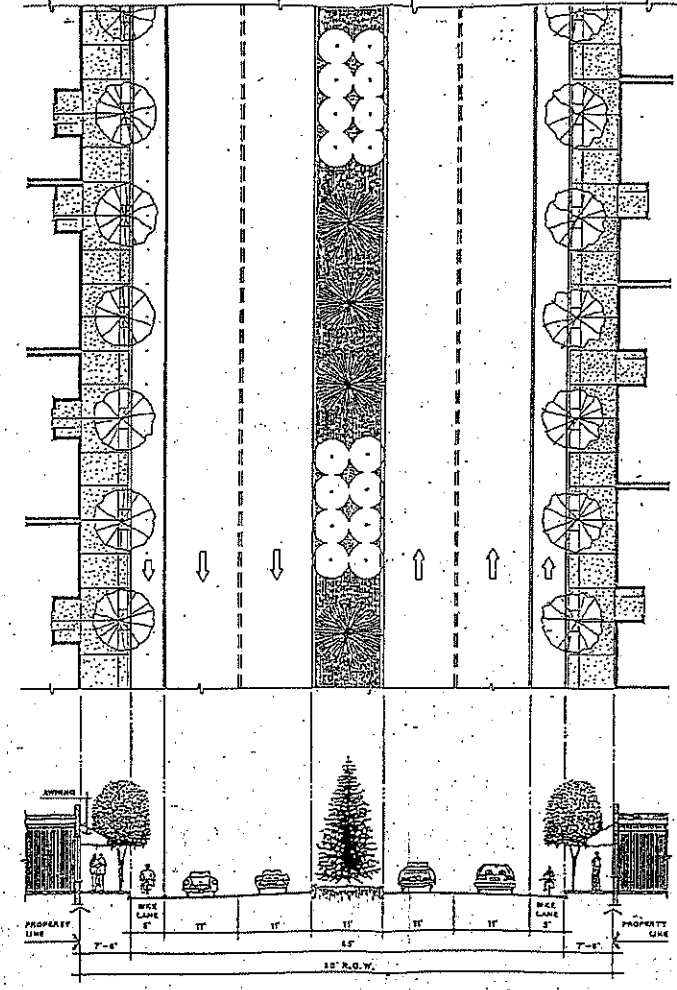
A PART OF LINCOLN CITY'S URBAN RENEWAL PROGRAM



PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN



DEVELOPING AREAS WITH BUILDINGS SET-BACK 4'-6" MINIMUM



EXISTING BUILT-UP AREAS WITH NO BUILDING SET-BACKS

PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN

PARKWAY AND PEDESTRIAN IMPROVEMENTS...U.S. HIGHWAY 101
A PART OF LINCOLN CITY'S URBAN RENEWAL PROGRAM

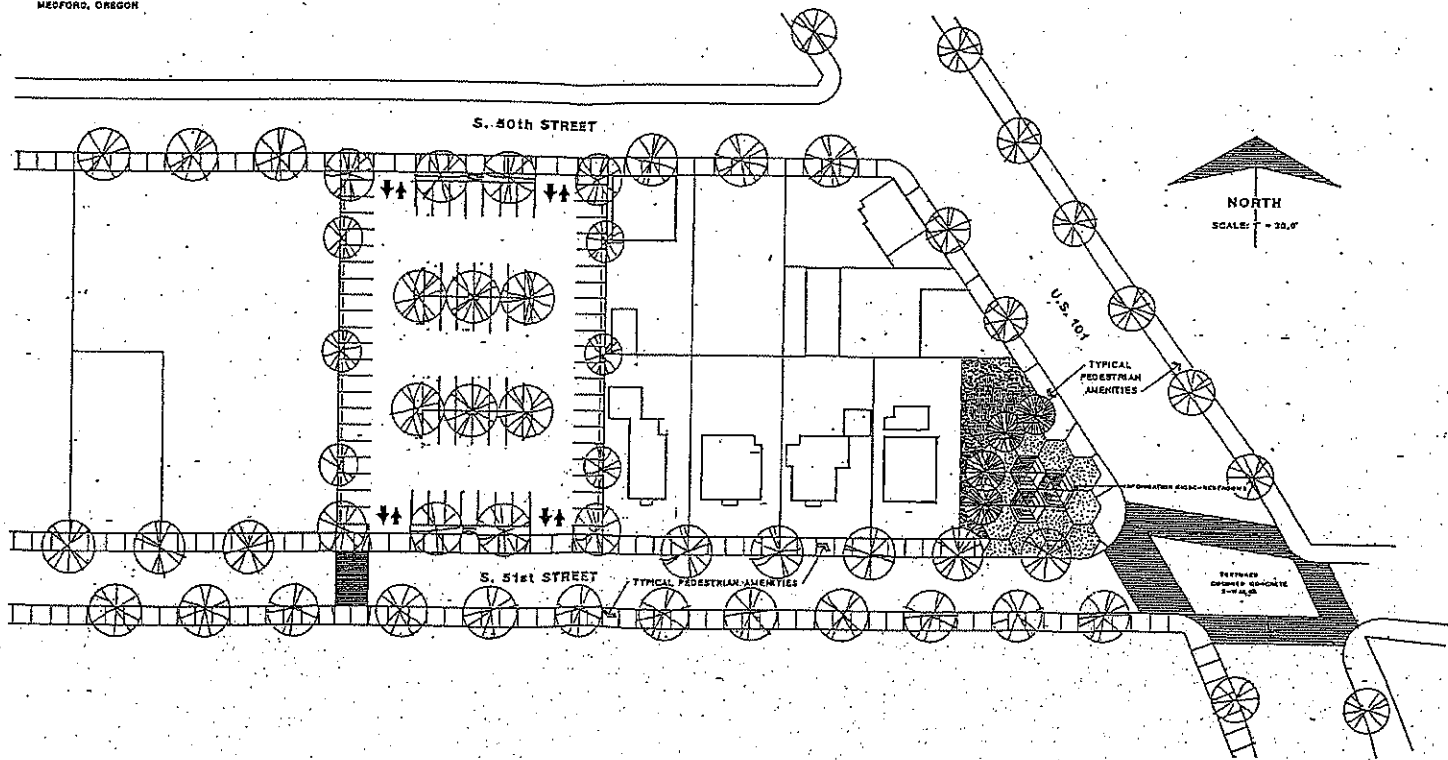
EXHIBIT 5
CONCEPT PLAN

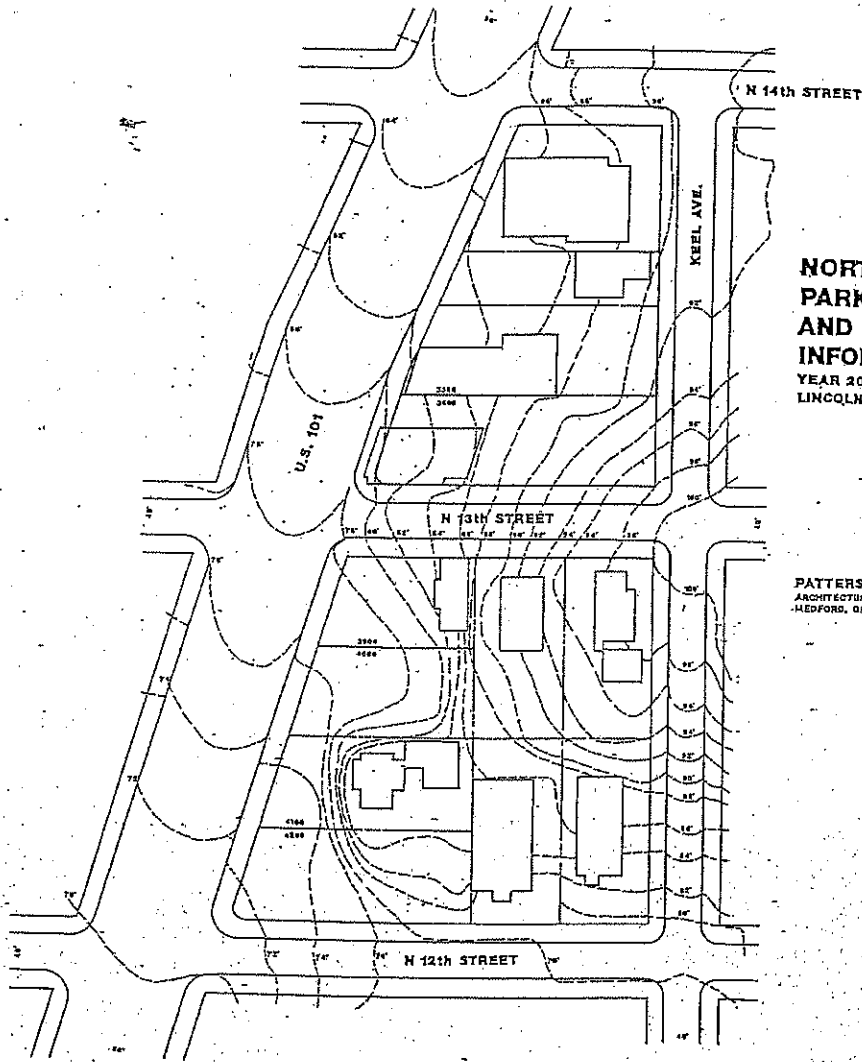
SOUTH 51st STREET PARKING LOT AND TOURIST INFORMATION PLAZA

PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN
MEDFORD, OREGON

80 PARKING SPACES

**EXHIBIT 6
CONCEPT PLAN**



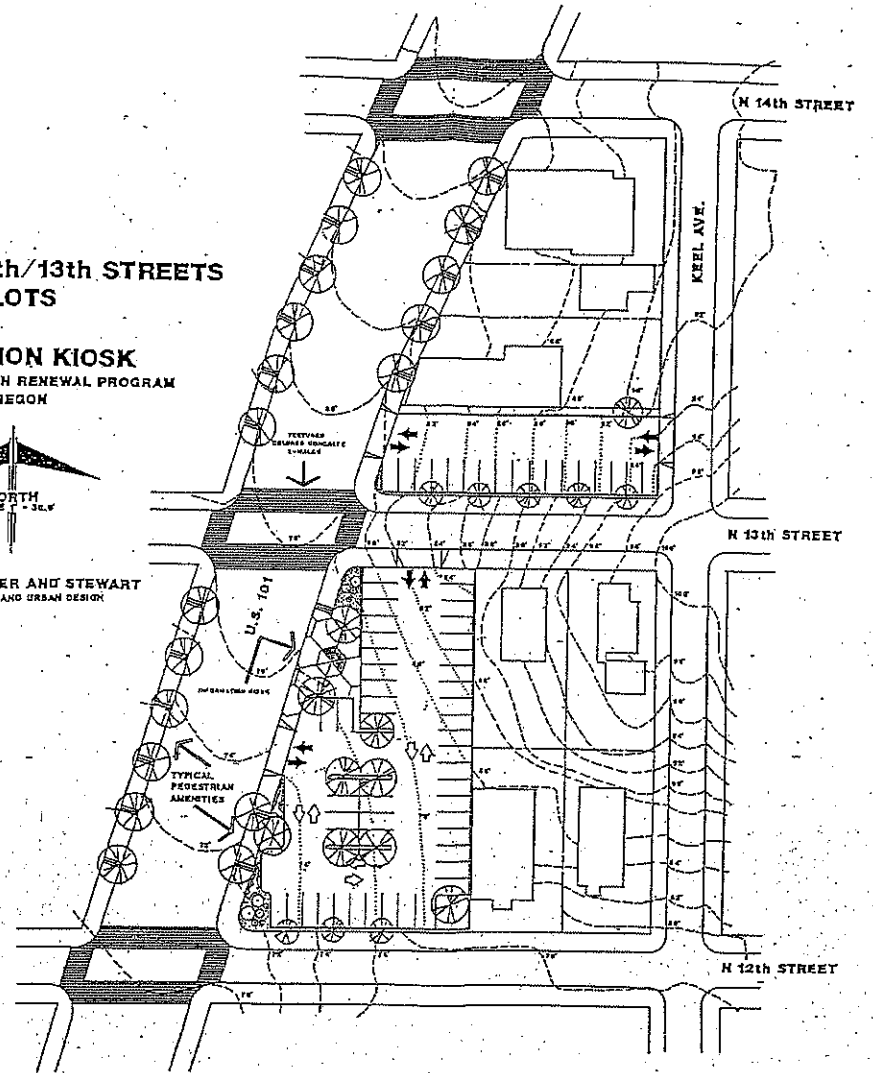


EXISTING SITE
ASSESSOR MAP 7 11 10 DC

**NORTH 12th/13th STREETS
PARKING LOTS
AND
INFORMATION KIOSK**
YEAR 2000 URBAN RENEWAL PROGRAM
LINCOLN CITY, OREGON



PATTERSON, SNIDER AND STEWART
ARCHITECTURE, PLANNING AND URBAN DESIGN
MEDFORD, OREGON



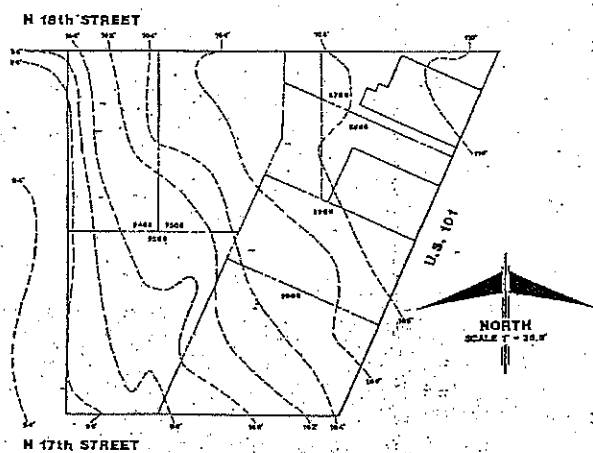
SITE PLAN
51 CARS + 17 CARS = 68 CARS

EXHIBIT 7
CONCEPT PLAN

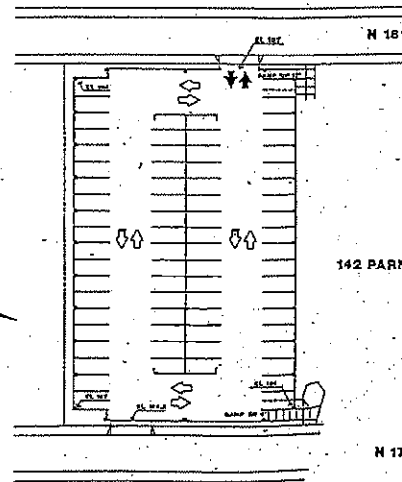
EXHIBIT 8
 CONCEPT PLAN

NORTH 17th/18th STREETS TWO LEVEL PARKING DECK AND TOURIST INFORMATION PLAZA
 YEAR 2000 URBAN REHEWAL PROGRAM
 LINCOLN CITY, OREGON

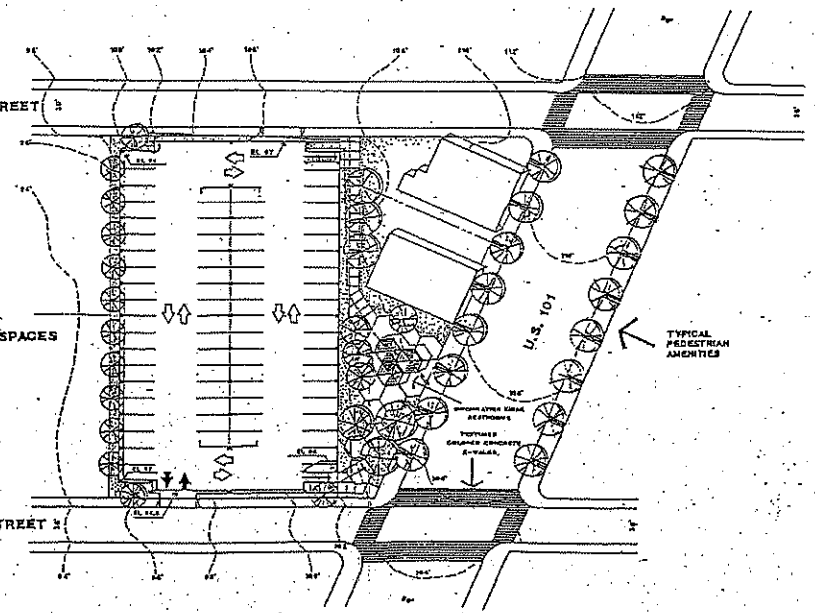
PATTERSON, SHIDER AND STEWART
 ARCHITECTURE, PLANNING AND URBAN DESIGN
 MEDFORD, OREGON



EXISTING SITE
 ASSESSOR MAP 7 11 10 DB



UPPER LEVEL PLAN
 72 CARS

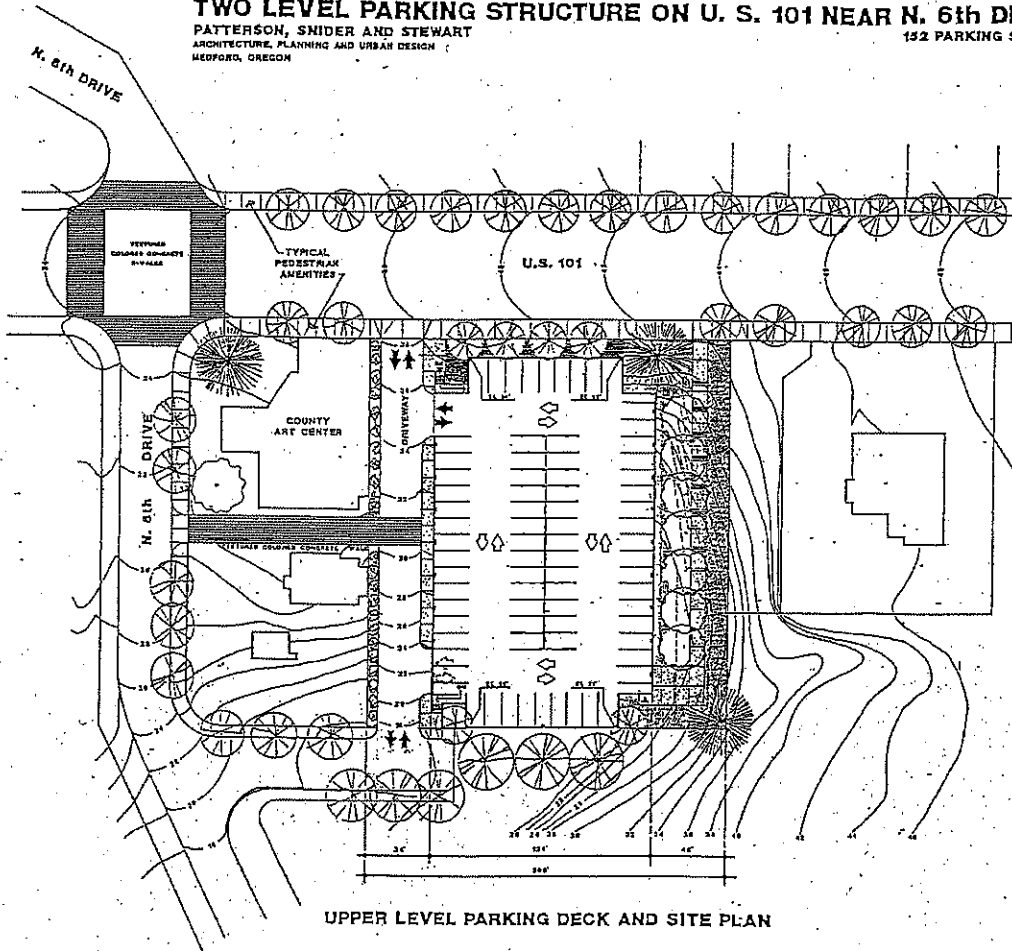


LOWER LEVEL AND SITE PLAN
 70 CARS

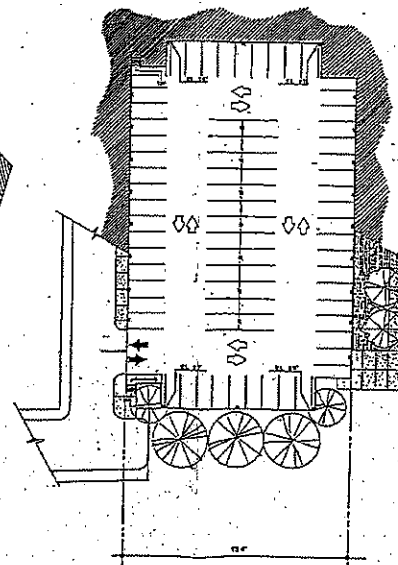
TWO LEVEL PARKING STRUCTURE ON U. S. 101 NEAR N. 6th DRIVE
 PATTERSON, SHIDER AND STEWART
 ARCHITECTURE, PLANNING AND URBAN DESIGN
 MEDFORD, OREGON

132 PARKING SPACES

EXHIBIT 9
CONCEPT PLAN



UPPER LEVEL PARKING DECK AND SITE PLAN



LOWER LEVEL PARKING DECK

EXHIBIT 10
CONCEPT PLAN

PEOPLES PARK AND PARKING AT NORTH 15th/16th STREETS
PATTERSON, SMIDER AND STEWART
ARCHITECTURAL, PLANNING AND URBAN DESIGN
MEGFORD, OREGON
92 PARKING SPACES

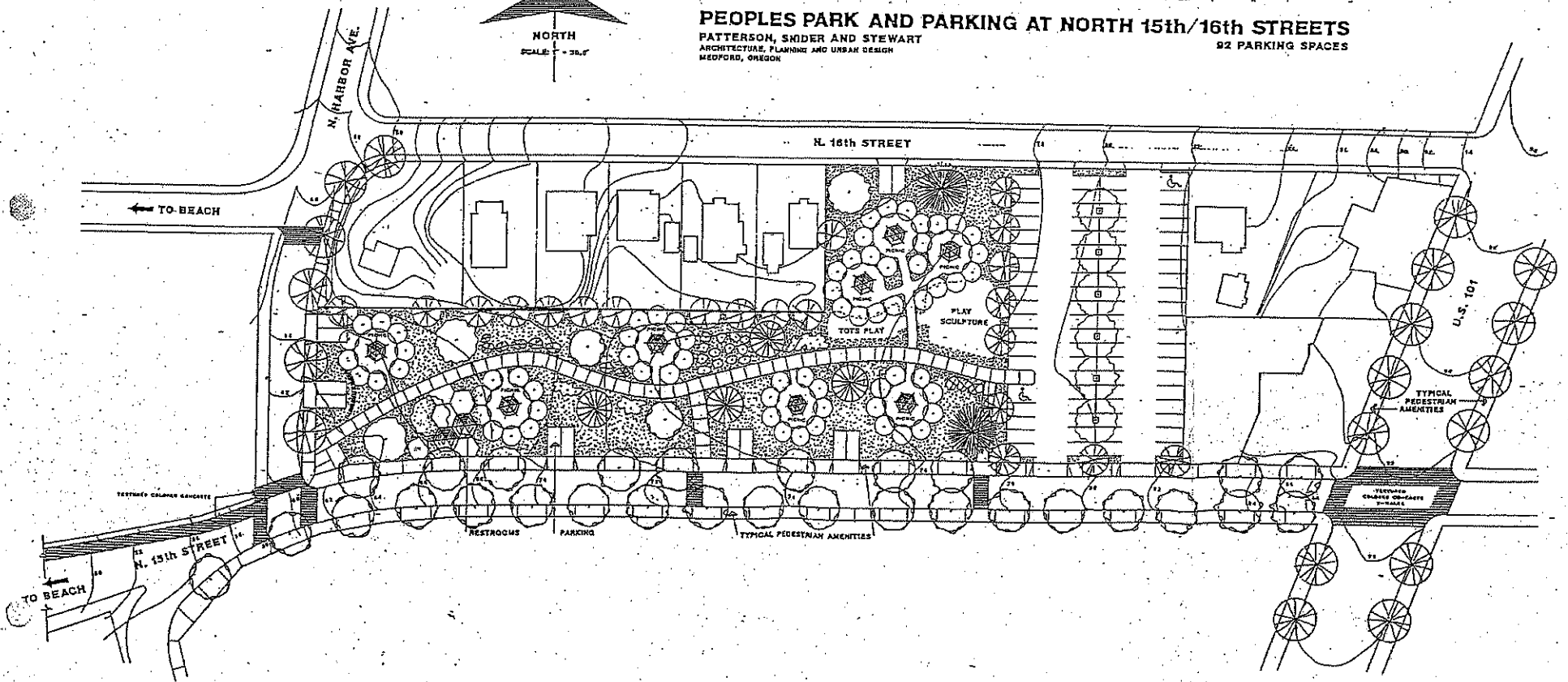
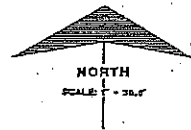


EXHIBIT 11

ENR INDEX FOR ADJUSTING COST ESTIMATES OF AGENCY ACTIVITIES

The ENR Index for Construction Costs for Seattle (Northwest) will be used to adjust March 1, 1988 dollar figures to establish current dollar values for any subsequent year.

The ENR Index for Construction is published weekly by:

Engineering News Record
McGraw-Hill, Publisher
1221 Avenue of the Americas
New York, New York 10020
Phone: (212) 512-2000

The 1988 dollar figures used for construction estimates of projects and activities were established as of March 1, 1988 when the ENR Index equalled 4725.03. Annually, for the month of March of subsequent years, these construction cost estimates shall be adjusted upward or downward, as the case may be, by using the ENR Index for Construction reported for March of each subsequent year.

An example of how the indexing process is herein intended to function, using March 1987 and March 1988 figures, is as follows:

Index Point Change

Index points for March 1988	=	4725.03
Index points for March 1987	=	<u>-4632.68</u>
Equals Index Point Change	=	92.35 points

Index Percent Change

Index Point Change divided by March 1987 Index =

92.35 divided by 4632.68 = 0.0199344

0.0199344 x 100 = 1.99344%

Under this example, there is an increase in construction costs of 1.99344% between March 1987 and March 1988. Each \$1,000 cost amount in 1987 would equate to a 1988 value of \$1,019.93.

EXHIBIT 12

RELOCATION AND REAL PROPERTY ACQUISITION POLICY OUTLINE

Prior to the Agency acquiring any property which will cause households, businesses, industries, offices, or other occupants to be displaced, the Agency shall prepare, adopt and maintain a relocation and real property acquisition policy. Such policies shall comply with the provisions of ORS 281.045 through 281.105, with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and with this Policy Outline.

I. MOVING AND RELATED EXPENSES FOR RELOCATES

- A. Whenever acquisition activity of the Agency will result in the displacement of any person or business, the Agency shall make a payment to any displaced person upon proper application as approved by the Agency for:
 - 1. Actual reasonable expenses in moving himself, his family, business, or other personal property;
 - 2. Actual direct losses of tangible personal property as a result of moving or discontinuing a business, but not to exceed an amount equal to the reasonable expenses that would have been required to relocate such property, as determined by the Agency; and
 - 3. Actual reasonable expenses in searching for a replacement business.
- B. Any displaced person eligible for payments under subsection A, above, who is displaced from a dwelling and who elects to accept the payments authorized by this subsection in lieu of the payments authorized by such subsection A may receive a moving expense allowance, determined according to a schedule established by the Agency not to exceed \$300; and a dislocation allowance of \$200.
- C. Any displaced person eligible for payments under subsection A, above, who is displaced from his place of business and who elects to accept the payment authorized by this subsection in lieu of the payment authorized by such subsection A, may receive a fixed payment in an amount equal to the average annual net earnings of the business, except that such payment

shall be not less than \$2,500 nor more than \$10,000. In the case of a business no payment shall be made under this subsection unless the Agency is satisfied that the business (1) cannot be relocated without a substantial loss of its existing patronage, and (2) is not a part of a commercial enterprise having at least one other establishment not being acquired by the Agency which is engaged in the same or similar business. For the purposes of this subsection, the term "average annual net earnings" means one-half of any net earnings of the business, before Federal, State and local income taxes, during the two taxable years immediately preceding the taxable year in which such business moves from the real property acquired for such project, or during such other period as the Agency determines to be more equitable for establishing such earnings, and includes any compensation paid by the business to the owner, his spouse, or his dependents during such period.

II. REPLACEMENT HOUSING FOR HOMEOWNER

- A. In regard replacement housing for homeowners, the Agency's Relocation Policy shall include the following:
1. In addition to payments otherwise authorized by the Relocation Policy, the Agency shall make an additional payment not in excess of \$15,000 to any displaced person who is displaced from a dwelling actually owned and occupied by such displaced person for not less than one hundred and eighty days prior to the initiation of negotiations for the acquisition of the property. Such additional payment shall include the following elements:
 - a. The amount, if any, which when added to the acquisition cost of the dwelling acquired by the Agency, equals the reasonable cost of a comparable replacement dwelling which is a decent, safe, and sanitary dwelling adequate to accommodate such displaced person, reasonably accessible to public services and places of employment and available on the private market. All determinations required to carry out this subparagraph shall be made in accordance with standards established by the Agency making the additional payment.
 - b. The amount, if any, which will compensate such displaced person for any increased interest costs which such person is required to pay for financing the acquisition of any

such comparable replacement dwelling. Such amount shall be paid only if the dwelling acquired by the Agency was encumbered by a bona fide mortgage which was a valid lien on such dwelling for not less than one hundred and eighty days prior to the initiation of negotiations for the acquisition of such dwelling. Such amount shall be equal to the excess in the aggregate interest and other debt service costs of that amount of the principal of the mortgage on the replacement dwelling which is equal to the unpaid balance of the mortgage on the acquired dwelling, over the remainder term of the mortgage on the acquired dwelling, reduced to discounted present value. The discount rate shall be the prevailing interest rate paid on savings deposits by commercial banks in the general area in which the replacement dwelling is located.

c. Reasonable expenses incurred by such displaced person for evidence of title, recording fees, and other closing costs incident to the purchase of the replacement dwelling, but not including prepaid expenses.

2. The additional payment authorized by this subsection shall be made only to such a displaced person who purchases and occupies a replacement dwelling which is decent, safe, and sanitary not later than the end of the one year period beginning on the date on which he receives from the Agency final payment of all costs of the acquired dwelling, or on the date on which he moves from the acquired dwelling, whichever is the later date.

B. The Agency may, upon application by a mortgagee, insure any mortgage (including advances during construction) on a comparable replacement dwelling executed by a displaced person assisted under this section, which mortgage is eligible for insurance under any State or Federal law administered by such Agency notwithstanding any requirements under such law relating to age, physical condition, or other personal characteristics of age, physical condition, or other personal characteristics of eligible mortgagors, and may make commitments for the insurance of such mortgage prior to the date of execution of the mortgage.

III. REPLACEMENT HOUSING FOR TENANTS AND CERTAIN OTHERS

- A. In addition to amounts otherwise authorized by the Agency's Relocation Policy, the Agency shall make a payment to or for any displaced person displaced from any dwelling not eligible to receive a payment under Section II, above, which dwelling was actually and lawfully occupied by such displaced person for not less than ninety days prior to the initiation of negotiations for acquisition of such dwellings. Such payment shall be either:
1. The amount necessary to enable such displaced person to lease or rent for a period not to exceed four years, a decent, safe, and sanitary dwelling of standards adequate to accommodate such person in areas not generally less desirable in regard to public utilities and public and commercial facilities, and reasonably accessible to his place of employment, but not to exceed \$4,000, or
 2. The amount necessary to enable such person to make a downpayment (including incidental expenses described in section II-A-1-c) on the purchase of a decent, safe, and sanitary dwelling of standards adequate to accommodate such person in areas not generally less desirable in regard to public utilities and public and commercial facilities, but not to exceed \$4,000, except that if such amount exceeds \$2,000, such person must equally match any such amount in excess of \$2,000, in making the downpayment.
- B. If Federal funds are used by the Agency, share costs of providing payments and assistance with the Federal Government in the manner and to the extent required by sections 211 (a) and (b) of the Federal Uniform Relocation Assistance and real Property Acquisition Policy Act of 1970; and
- C. Appoint such officers, enter into such contracts, utilize federal funds (if appropriate) for planning and providing comparable replacement housing, and take such other actions as may be necessary to comply with the conditions and requirements of such Federal Act.

IV. RELOCATION ASSISTANCE ADVISORY SERVICES

- A. Whenever the acquisition of real property for a program or project undertaken by the Agency will result in the displacement of any person, the Agency shall provide a relocation assistance advisory program for displaced person which shall offer the services described in

subsection (C) of this section. If the Agency determines that any person occupying property immediately adjacent to the real property acquired is caused substantial economic injury because of the acquisition, he may offer such person relocating advisory services under such program.

- B. Federal and State agencies administering programs which may be of assistance to displaced persons covered by the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 shall cooperate to the maximum extent feasible with the Agency activity which may cause the displacement to assure that such displaced persons receive the maximum assistance available to them.
- C. Each relocation assistance advisory program required by subsection (A) of this section shall include such measures, facilities, or services as may be necessary to appropriate in order to:
 - 1. Determine the need, if any, of displaced persons, for relocation assistance.
 - 2. Provide current and continuing information on the availability, prices and rentals, of comparable decent, safe, and sanitary sales and rental housing, and of comparable commercial properties and locations for displaced businesses;
 - 3. Assure that, within a reasonable period of time, prior to displacement there will be available in areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and individuals displaced, decent, safe, and sanitary dwellings, as defined by the Agency, equal in number to the number of and available to such displaced persons who require such dwellings and reasonably accessible to their places of employment, except that the Agency may prescribe by regulation situations when such assurances may be waived;
 - 4. Assist a displaced person displaced from his business in obtaining and becoming established in a suitable replacement location;
 - 5. Supply information concerning Federal and State housing programs, disaster loan programs, and other Federal or State programs offering assistance to displaced persons; and

6. Provide other advisory services to displaced persons in order to minimize hardships to such persons in adjusting to relocation;

D. The Agency shall coordinate relocation activities with project work, and other planned or proposed Agency actions in the Urban Renewal Area or nearby areas which may affect the carrying out of relocation assistance programs.

V. HOUSING REPLACEMENT BY Agency AS LAST RESORT

- A. If a Agency activity cannot proceed to actual construction because comparable replacement sale or rental housing is not available, and the Agency determines that such housing cannot otherwise be made available, the Agency may take such action as is necessary or appropriate to provide such housing by use of funds authorized for such project.
- B. No person shall be required to move from his dwelling on account of any Agency activity, unless the Agency is satisfied that replacement housing, in accordance with Section IV-C-3, is available to such person.

VI. SPECIFIC RELOCATION PLANS

A specific Relocation Plan shall be prepared by the Agency for any activity or project of the Agency which will result in the displacement of any individual, family or business. Such specific Relocation Plan shall conform to the Relocation Policy prepared and adopted by the Agency, and shall include the following:

- A. A site occupant survey to identify relocation needs and ability to pay;
- B. In the case of rehousing individuals or families, identify housing resources by numbers, size, rent or sales price expected to be available during the displacement period;
- C. An acquisition and relocation time schedule;
- D. An estimate of relocation costs; and
- E. A specific Relocation Program.

VII. OTHER RELOCATION POLICIES

- A. BUSINESS REQUIRED TO MAKE STATE TAX RETURNS AND RECORDS AVAILABLE FOR AUDIT.

To be eligible for relocation payment, a business must make its state income tax returns and its financial statements and accounting records available for audit for confidential use to determine the payment authorized.

B. DECISION ON BENEFITS; HEARING; REVIEW

Any person who applies for relocation benefits or assistance shall receive the Agency's written decision on the application which shall include the statement of the amount awarded, if any, the statutory basis for the award, and the statement of any finding of fact that the public entity made in arriving at its decision. A person aggrieved by said written decision shall be entitled to a hearing substantially of the character required by ORS 183.415, 183.425, 183.450, 183.460 and 183.470, unless federal state or local law provides otherwise. Notice required by ORS 183.415 must be served within 180 days of the receipt of the written decision by the aggrieved party. The decision of the public entity shall be reviewable pursuant to ORS 183.480.

C. CONSTRUCTION

Nothing in ORS 281.060 to 281.090 shall be construed as creating, in any condemnation proceedings brought under the power of eminent domain, any element of value or of damage not in existence immediately prior to May 7, 1971.

D. FEDERAL LAW CONTROLS WHEN USING FEDERAL FUNDS

In any instance where the Agency may receive federal financial assistance and is thereby required to comply with applicable federal laws and regulations relating to relocation assistance, such federal laws and regulations shall control should there be any conflict with ORS 281.045 to 281.060, 281.085 and ORS 381.105.

E. RELOCATION WITHIN NEIGHBORHOOD; NOTICE PRIOR TO MOVE; COSTS AND ALLOWANCES.

1. A public entity undertaking urban renewal shall make all reasonable efforts to insure that all displaced persons shall have the option to relocate within their urban renewal or development neighborhood or area and shall not be displaced, except temporarily as required by emergency, until appropriate residential units shall become available to them within their neighborhood or

area and within their financial means.

2. Except as required by emergency, no displaced person shall be required to move from any real property without first having written notice from the Agency at least 90 days prior to the date by which the move is required. In no case shall any displaced person be required to move until the Agency notifies the person in writing of all costs and allowances to which such person may become entitled under federal, state or local law.

VIII. UNIFORM POLICY ON ACQUIRING REAL PROPERTY

- A. In order to encourage and expedite the acquisition of real property by agreements with owners, to avoid litigation and relieve congestion in the courts, to assure consistent treatment for owners in the Urban Renewal Area, and to promote public confidence in Agency's land acquisition practices, the Agency shall, to the greatest extent practicable, be guided by the following policies:
 1. The Agency shall make every reasonable effort to acquire expeditiously real property by negotiation.
 2. Real property shall be appraised before the initiation of negotiations, and the owner or his designated representative shall be given an opportunity to accompany the appraiser during his inspection of the property.
 3. Before the initiation of negotiations for real property, the Agency shall establish an amount which they believe to be just compensation therefor and shall make a prompt offer to acquire the property for the full amount so established. In no event shall such amount be less than the Agency's approved appraisal of the fair market value of such property. Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property. The Agency shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount they

established as just compensation. Where appropriate the just compensation for the real property acquired and for damages to remaining real property shall be separately stated.

4. No owner shall be required to surrender possession of real property before the Agency pays the agreed purchase price, or deposits with the court in accordance with section 1 of the Act of February 26, 1931 (46 Stat. 1421; 40 U.S.C. 258a), for the benefit of the owner, an amount not less than the agency's approved appraisal of the fair market value of such property, or the amount of the award of compensation in the condemnation proceeding for such property.
5. The construction or development of a public improvement shall be so scheduled that, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from a dwelling, or to move his business, without at least ninety days' written notice from the Agency, of the date by which such move is required.
6. If the Agency permits an owner or tenant to occupy the real property acquired on a rental basis for a short-term or for a period subject to termination by the Agency on short notice, the amount of rent required shall not exceed the fair rental value of the property to a short-term occupier.
7. In no event shall the Agency either advance the time of condemnation, or defer negotiations or condemnation and the deposit of funds in court for the use of the owner, or take any other action coercive in nature, in order to compel an agreement on the price to be paid for the property.
8. If any interest in real property is to be acquired by exercise of the power of eminent domain. The Agency shall institute formal condemnation proceedings. The Agency shall not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of his real property.
9. If the acquisition of only part of a property would leave its Owner with an uneconomic remnant, the Agency shall offer to acquire the entire property.

IX. BUILDINGS, STRUCTURES AND IMPROVEMENTS

A. Notwithstanding any other provision of law, if the Agency acquires any interest in real property in Urban Residential Area, the Agency shall acquire at least an equal interest in all buildings, structures, or other improvements located upon the real property so acquired and which they require to be removed from such real property or which they determine will be adversely affected by the use to which such real property will be put.

B. Compensation:

1. For the purpose of determining the just compensation to be paid for any building, structure, or other improvement required to be acquired by subsection A of this section, such building, structure, or other improvement shall be deemed to be a part of the real property to be acquired notwithstanding the right or obligation of a tenant, as against the owner of any other interest in the real property, to remove such building, structure, or improvement at the expiration of his term, and the fair market value which such building, structure, or improvement contributes to the fair market value of the real property to be acquired, or the fair market value of such building, structure, or improvement for removal from the real property, whichever is the greater, shall be paid to the tenant therefor.

2. Payment under this subsection shall not result in duplication of any payments otherwise authorized by law. No such payment shall be made unless the owner of the land involved disclaims all interest in the improvements of the tenant. In consideration for any such payment, the tenant shall assign, transfer, and release to the Agency all his right, title, and interest in and to such improvements. Nothing in this subsection shall be construed to deprive the tenant of any rights to reject payment under this subsection and to obtain payment for such property interests in accordance with applicable law, other than this subsection.

X. EXPENSES INCIDENTAL TO TRANSFER OF TITLE TO THE Agency OF THE URBAN RENEWAL AGENCY.

The Agency, as soon as practicable after the date of payment of the purchase price or the date of deposit in court of funds to satisfy the award of compensation in a condemnation proceeding to acquire real property, whichever is the

earlier, shall reimburse the owner, to the extent the head of such agency deems fair and reasonable, for expenses he necessarily incurred for:

- A. Recording fees, transfer taxes, and similar expenses incidental to conveying such real property to the Agency;
- B. Penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering such real property; and
- C. The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the Agency, or the effective date of possession of such real property by the Agency, whichever is the earlier.

XI. LITIGATION EXPENSES.

- A. The court having jurisdiction of a proceeding instituted by the Agency to acquire real property by condemnation shall award the owner of any right, or title to, or interest in, such real property such sum as will in the opinion of the court reimburse such owner for his reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of the condemnation proceedings, if:
 - 1. The final judgment is that the Agency cannot acquire the real property by condemnation; or
 - 2. The proceeding is abandoned by the Agency.
- B. Any award made pursuant to subsection A of this section shall be paid by the Agency for whose benefit the condemnation proceeds are instituted.
- C. In any instance where Federal funds are used by the Agency, the court rendering a judgment for the plaintiff in a proceeding brought under section 1346 (a) (2) or 1491 of title 28, United States Code, awarding compensation for the taking of property by the Agency or the Attorney General effecting a settlement of any such proceeding, shall determine and award or allow to such plaintiff, as a part of such judgment or settlement, such sum as will in the opinion of the court or the Attorney General reimburse such plaintiff for his reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of such proceedings.

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RESOLUTION NO. UR91 - 04

A RESOLUTION AUTHORIZING PURCHASE OF PROPERTY
AND APPROVAL OF LAND SALE CONTRACT

WHEREAS, Section 603 of the Urban Renewal Plan of the City of Lincoln City describes the procedure for acquiring property by the Agency; and

WHEREAS, Section 603 A provides that the Agency shall hold a public hearing prior to acquisition; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City held a public hearing on June 24, 1991, concerning the purchase of three properties legally described in the attached Exhibit "A"; and

WHEREAS, maps of the properties are attached hereto as Exhibits "B-1", "B-2", and "B-3", and incorporated by this reference herein; and

WHEREAS, the specific purpose for which the property will be used is for public parking lots; and

WHEREAS, the Agency has approved entry into the attached Land Sale Contract, which is attached hereto as Exhibit "C", which contract is incorporated herein by this reference; and

WHEREAS, the acquisition of property by the Agency must be approved by a Resolution describing such acquisition as a minor amendment to the Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, as follows:

1. The Urban Renewal Agency of the City of Lincoln City finds that the proposed purchase of said property, which is described in

1 Exhibit "A", for purposes of use as parking lots is consistent with
2 the Urban Renewal Plan and should be approved; and

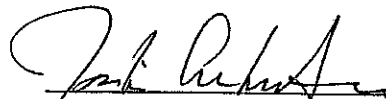
3 2. That this Resolution, pursuant to the provisions of
4 Section 603 B and Section 1201 of the Urban Renewal Plan of Lincoln
5 City be approved as a "minor change" --- identification of property
6 be acquired as provided in Section 603 of the Plan ---; and

7 3. That a copy of this Resolution, including the attached
8 legal descriptions and the attached maps, which maps are labeled
9 Exhibits "B" and which maps and descriptions are by this reference
10 incorporated herein, be assigned Exhibit No. 13 and placed in Part
11 2 of the Urban Renewal Plan of the City of Lincoln City.

12 PASSED AND ADOPTED by the Urban Renewal Agency of the City of
13 Lincoln City this 27th day of June, 1991.

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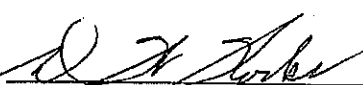
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FOSTER ASCHENBRENNER, VICE-CHAIR

16 ATTEST:

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D. W. WORKS, CITY RECORDER

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1 EXHIBIT "A"

2 Property 1:

3 Lots 5, 6, 7, 32, 33 and 34, Block 7, TAFT, in the City of Lincoln
4 City, County of Lincoln and State of Oregon.

5 SUBJECT to the reservation of an easement for 37 parking spaces
6 which easement shall be over and on the above described property
7 and located in closest proximity to the northern boundary of said
property to benefit Tax Lots 5900 and 6000 on Assessor's Map 7-11-
27 DC, which is more specifically described as follows:

8 BEGINNING at a point that is 124.8 feet North and 243.2
9 feet West of the Northeast corner of Lot One of Block
10 Seven of Taft, Oregon, thence North 26°30' East 64.4 feet
11 to the West Boundary of the Oregon Coast Highway, thence
12 South 46°37' East along Highway 50 feet, thence South
13 26°30' West 53.8 feet, thence North 60°20' West 50 feet
more or less to the place of beginning, situated in
Section 27, Township 7 South of Range 11 West Willamette
Meridian, Lincoln County, State of Oregon. EXCEPTING the
vault door which is specifically excluded from this sale.

14 BEGINNING at a point that is 38.3 feet North and 286.3
15 feet west of the northeast corner of Lot 1, Block 7,
16 Taft, running thence North 86°50' East 55.6 feet; thence
North 26°30' East 69 feet; thence North 60°20' West to a
point that is North 26°30' West 96.5 feet to the point of
beginning, all being in Lincoln County, Oregon.

17 Being also described as all that real estate described in
18 the deed dated September 27, 1940, recorded December 14,
19 1940, Book 86, Page 145 Deed Records of Lincoln County,
Oregon.

20 Property 2:

21 PARCEL I: Lots 3 and 4, Block 3, DEVILS LAKE PARK, in the City of
22 Lincoln City, County of Lincoln and State of Oregon, EXCEPTING the
23 easterly 10 feet conveyed to State of Oregon, by deed recorded
October 10, 1945, in Book 107, page 21, Deed Records for Lincoln
County, Oregon.

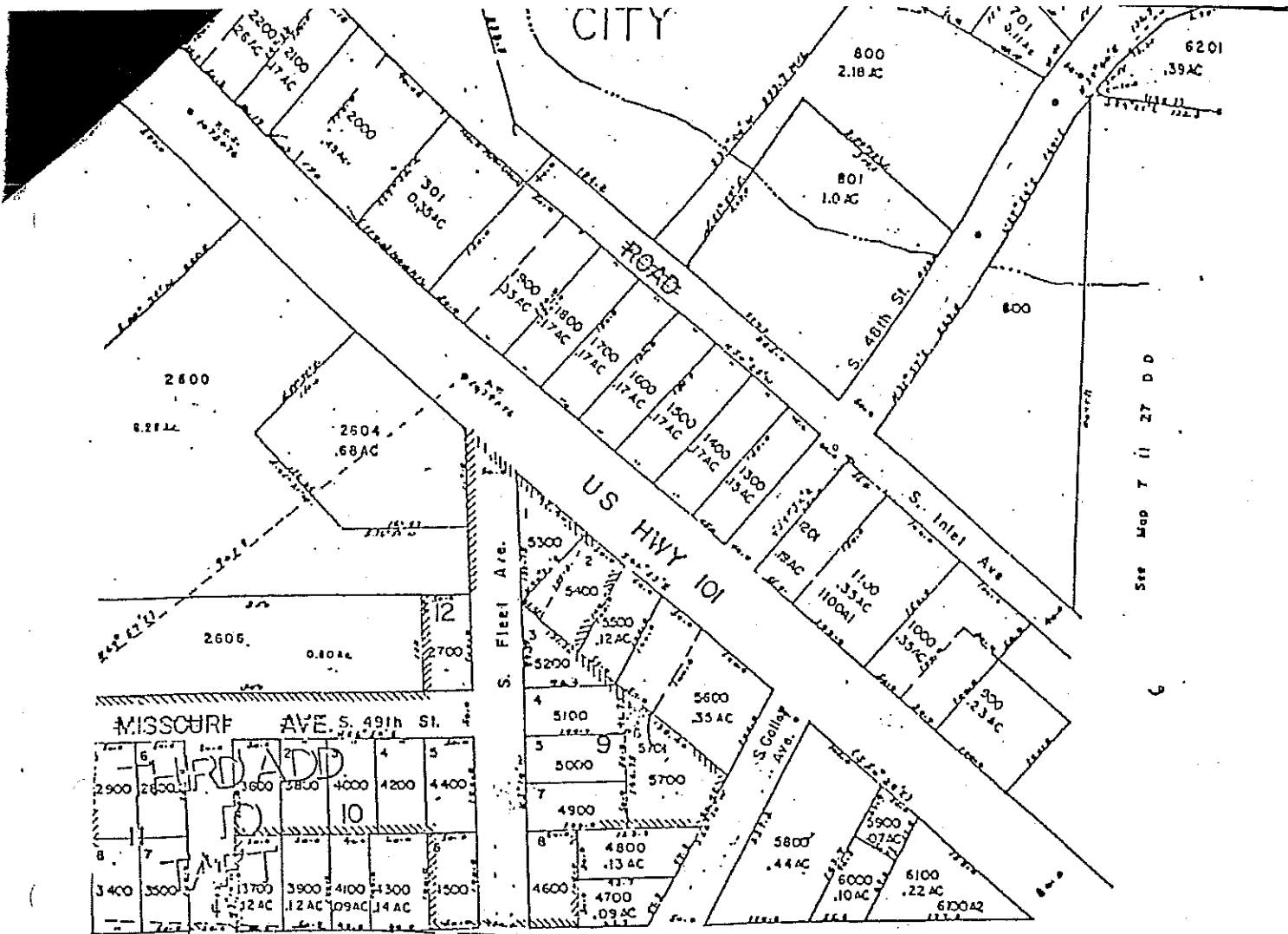
24 PARCEL II: A parcel of land lying in Block 3, DEVILS LAKE PARK, in
Lincoln County, Oregon, more particularly described as follows:

25 BEGINNING at the southwest corner of Lot 5, Block 3, DEVILS LAKE
26 PARK; thence east 50.49 feet to the southeast corner of said Lot 5;
thence north 22°43' east, following the easterly line of said Lot

1 5 and Lot 19 in said Block, a distance of 165.11 feet; thence north
2 02°01' east, 48.28 feet to the north line of said Lot 19; thence
3 west 115 feet to the northwest corner of Lot 18 in said Block;
4 thence south 00°17' west 200 feet to the point of beginning, in the
5 City of Lincoln City, County of Lincoln and State of Oregon.

6 Property 3:

7 Lots 6, 7 and 8, Block 17, DEVILS LAKE PARK and Lot 3, Block 12,
8 RAYMOND TOWNSITE, Lincoln City, Oregon.
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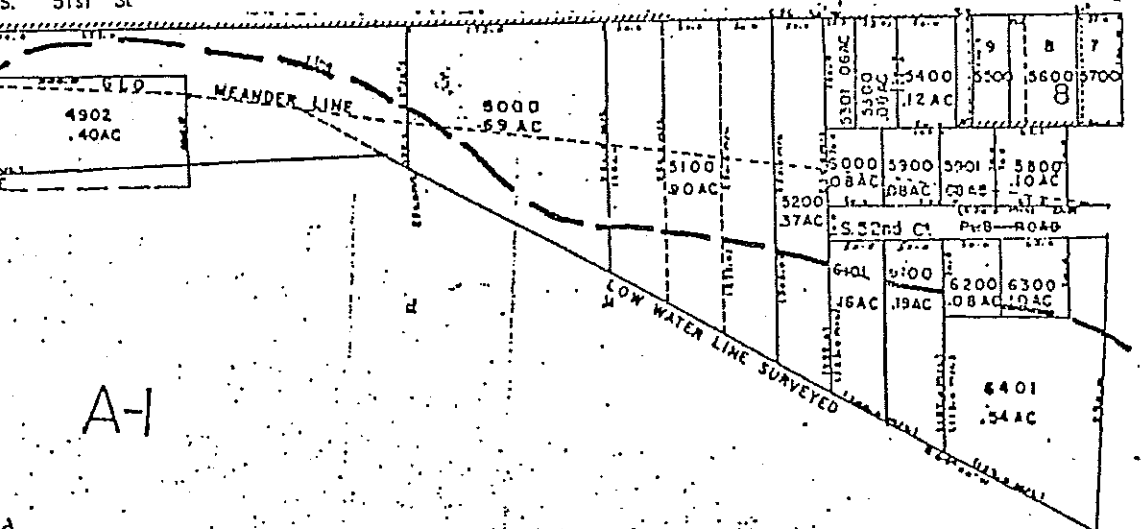
See Map T II 27 D D

MISSOURI AVE S. 49th St.

6	5	4	3	2	1
2900	2800	3600	2800	4000	4200
8	7	6	5	4	3
3400	3500	3700	3900	4100	4300
12 AC	12 AC	12 AC	12 AC	14 AC	14 AC

S. 50th St.

Initial Point 350 .12 AC	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	
3400 .12 AC	2900			2300			1500						700	500	300	100		
2	1	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
3300	3200	3100	3000			2400	2200			1600	1400	1200		1000			400	
																		200

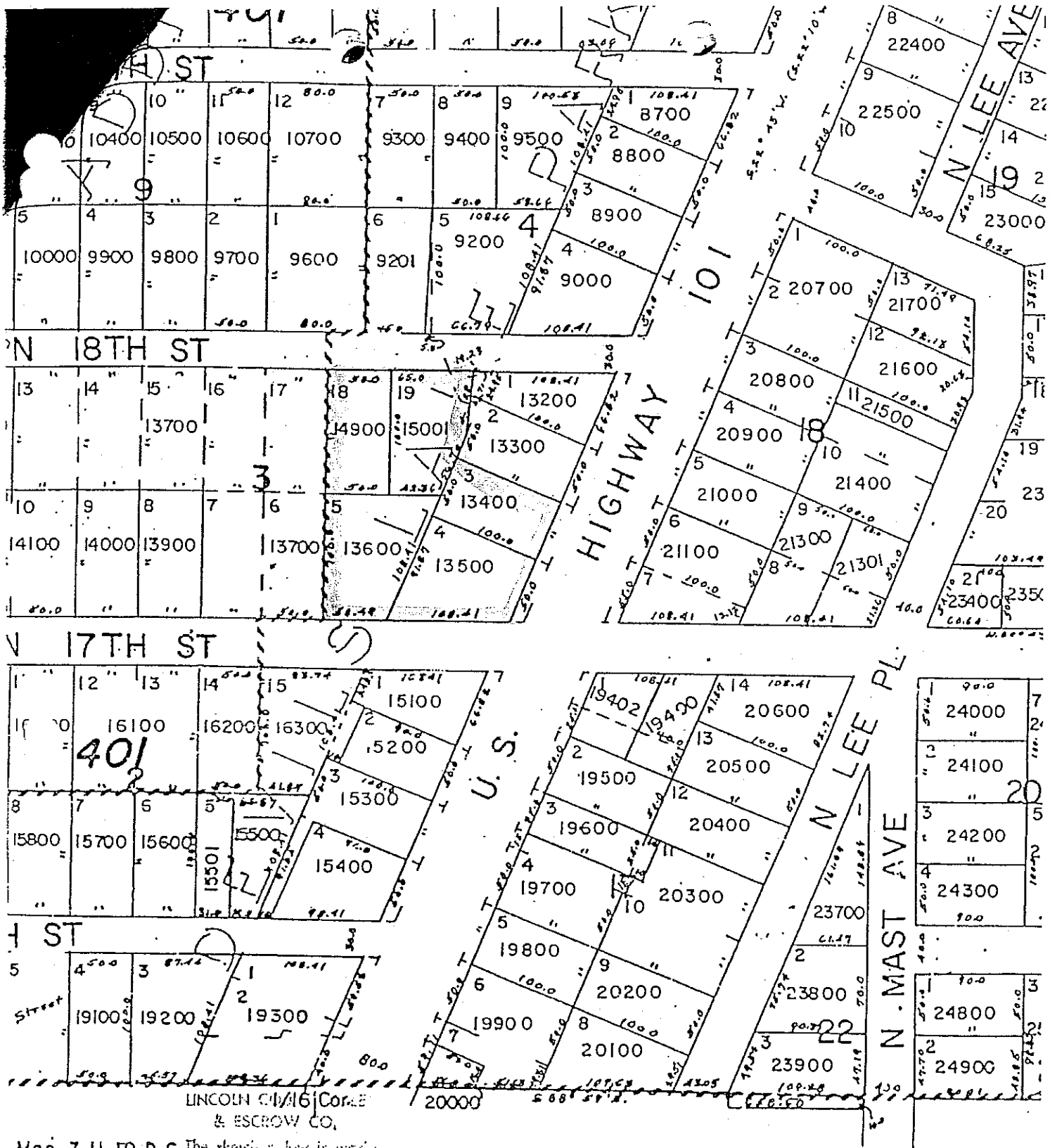


See Map T II 26 AA

A-1

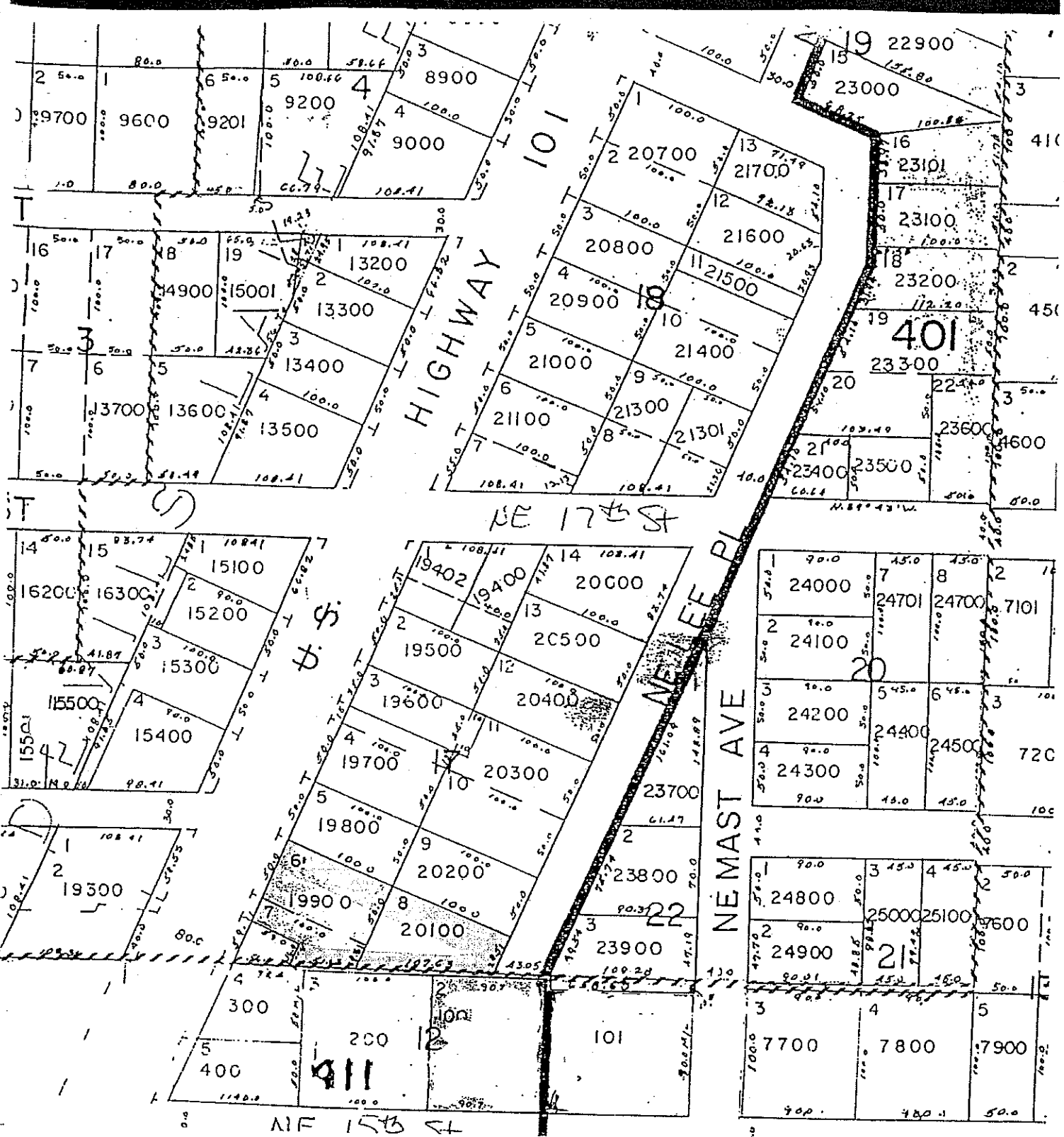
12

AY



Map 7 II TO D C The sketch above is made solely for the purpose of assisting in determining and recording the respective responsibilities and liabilities for various interests, if any, in the premises and locations described herein by actual survey.

SCALE 1" =



NE 15th St

411

NEMAST AVE

NE ELM PL

NE 17th St

HIGHWAY 101

DA #UR94-03

RESOLUTION NO. UR94 - 02

A RESOLUTION AUTHORIZING PURCHASE OF PROPERTY
AND A MINOR CHANGE TO THE URBAN RENEWAL PLAN

WHEREAS, Section 603 of the Urban Renewal Plan of the City of Lincoln City describes the procedure for acquiring property by the Agency; and

WHEREAS, Section 603 A provides that the Agency shall hold a public hearing prior to acquisition; and

WHEREAS, the Urban Renewal Agency of the City of Lincoln City held a public hearing on August 8, 1994, concerning the purchase of property legally described in the attached Exhibit "A"; and

WHEREAS, a map of the property is attached hereto as Exhibit "B", and incorporated by this reference herein; and

WHEREAS, the specific purpose for which the property will be used is for restrooms and public parking lot; and

WHEREAS, the Agency is approving entry into the attached Earnest Money and Sale Agreement, which is attached hereto as Exhibit "C", which contract is incorporated herein by this reference; and

WHEREAS, the acquisition of property by the Agency must be approved by a Resolution describing such acquisition as a minor amendment to the Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED by the Urban Renewal Agency of the City of Lincoln City, as follows:

1 1. The Urban Renewal Agency of the City of Lincoln City
2 finds that the proposed purchase of said property, which is
3 described in Exhibit "A", for purposes of use as restrooms and
4 parking lot, is consistent with the Urban Renewal Plan and
5 should be approved; and

6 2. That this Resolution, pursuant to the provisions of
7 Section 603 B and Section 1201 of the Urban Renewal Plan of
8 Lincoln City be approved as a "minor change" --- identification
9 of property be acquired as provided in Section 603 of the Plan -
10 ---; and

11 3. That a copy of this Resolution, including the attached
12 legal description and the attached map, which map is labelled
13 Exhibit "B" and which map and description are by this reference
14 incorporated herein, be assigned Exhibit No. 14 and placed in
15 Part 2 of the Urban Renewal Plan of the City of Lincoln City.

16 PASSED AND ADOPTED by the Urban Renewal Agency of the City
17 of Lincoln City this 8th day of August, 1994.

18 
19 _____
20 ROBERT DERR, CHAIRMAN

21 ATTEST:

22 
23 _____
24 D. W. WORKS, CITY RECORDER

PARCEL I

That part of Section 27, Township 7 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon, described as follows:

BEGINNING at the Northeast corner of Lot 7, Block 7, **NELSCOTT BEACH**, in Lincoln County, Oregon; thence Southeasterly along the Southeasterly boundary of Washington Street in Nelscott Beach, 108.9 feet to the true point of beginning of the following described tract: thence Southwesterly in a straight line 96 feet, more or less, to a point on the Southerly line of the McCoy tract described in deed recorded in Book 189, Page 467, Deed Records, which point is 15 feet South $69^{\circ}14'$ East from the Southwesterly corner of said McCoy tract; thence South $69^{\circ}14'$ East along the Southerly line of said McCoy tract, to the Westerly line of the Nannie M. Nelson tract described in Deed recorded in Book 116, Page 32, Deed Records; thence North $25^{\circ}13'$ East along the Westerly line of said Nelson tract to the Southerly line of the tract conveyed to Willard V. Rumble, et ux, by Deed recorded in Book 189, Page 468, Deed Records; thence North $63^{\circ}05'$ West along the Southerly line of said Rumble tract, to the Southwest corner thereof; thence Northerly along the Westerly line of said Rumble tract to the Southerly line of said Washington Street; thence North $68^{\circ}55'$ West along the Southerly line of said Washington Street, 90 feet, more or less, to the true point of beginning.

PARCEL II

That part of Section 27, Township 7 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon, described as follows:

Beginning at the Northeast corner of Lot 7, Block 7, **NELSCOTT BEACH**; thence Southeasterly along the Southerly boundary of Washington Street in Nelscott Beach, 108.9 feet to the true point of beginning; thence Southwesterly in a straight line, 96 feet, more or less, to a point on the Southerly line of the McCoy tract described in Deed recorded in Book 189, Page 467, Deed records, which point is 15 feet South, $69^{\circ}14'$ East, from the Southwesterly corner of said McCoy tract; thence North $69^{\circ}14'$ West 15 feet; thence North $6^{\circ}54'$ East, 63.4 feet; thence North $8^{\circ}43'$ West 44.85 feet to the Southerly line of Washington Street; thence Southeasterly along Washington Street 66.65 feet, more or less, to the point of beginning.

SUBJECT TO:

- 1) The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.
- 2) An easement created by instrument, including the terms and provisions thereof, dated June 20, 1969, recorded November 1, 1973 in Microfilm Volume 45, Page 900, Lincoln County Records in favor of the City of Lincoln City, for sewer.
- 3) An easement, created by instrument, including the terms and provisions thereof dated June 20, 1969, recorded November 1, 1974 in Microfilm Volume 45, Page 901, Lincoln County Records, in favor of the City of Lincoln City, for sewer.
- 4) An easement created by instrument, including the terms and provisions thereof, dated September 2, 1977, recorded September 14, 1977 in Microfilm Volume 79, Page 296, Lincoln County Records, in favor of the City of Lincoln City to construct, reconstruct, inspect, repair, service and maintain S.W. 32nd Street, affects the 15 feet adjacent to S.W. 32nd Street.

PARCEL III

That part of Section 27, T7S, R11W, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the intersection of the westerly right-of-way line of the Oregon Coast Highway as it existed in 1941 with the Southerly line of Washington Street in First Addition to Nelscott Beach, in Lincoln County, Oregon; thence Southwesterly along the Westerly line of said highway line 80 feet to the Northerly line of tract conveyed to Nannie M. Nelson, by deed recorded February 4, 1947, in Book 116, Page 32, Deed Records; thence North 63°05' West along the Northerly line of said Nelson tract and along said Northerly line extended to a line which is 100 feet Westerly from and parallel with the Westerly line of the Oregon Coast Highway as it existed in 1941; thence Northerly along said line 80 feet to a point on the Southerly line of Washington Street; thence Easterly along the Southerly line of Washington Street 100 feet to the point of beginning.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

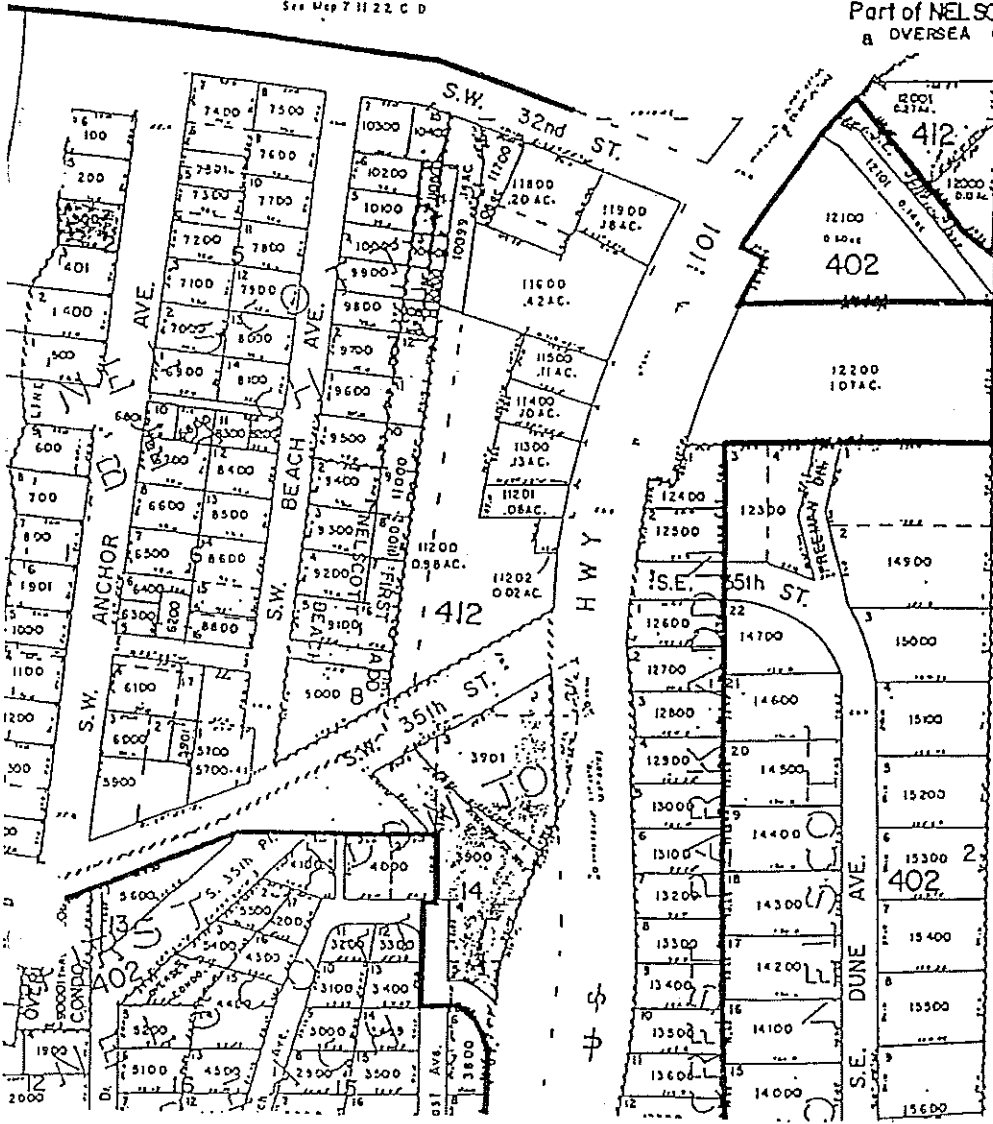
NE 1/4 NW 1/4 SECTION 27 T7S R11W WM
LINCOLN COUNTY
1" = 100'

For Assessor's Office Use Only

7 11 27 BA

Includes
SEACREST ADDN to Nelscott
1st ADDN to Nelscott Beach
Part of NELSCOTT BEACH
B OVERSEA CONDOMINIUM
DC45 MO.

See Map 7 11 22 C D



- 11700
- 11500
- 3800
- 1/4 Sec 22
- Cor Sec 27
- CANCELLED MO'S
- 4600-VI
- 4600-V2
- 4600-V3
- 10104
- 1700
- 1800
- 3300
- 3000-U1
- 3000-U2
- 10500
- 15702
- 8900
- 14800
- 2000-1
- 2000-2
- 6600

See Map 7 11 27 A

EX "B"

URBAN RENEWAL AGENCY
RESOLUTION NO. 99 - 01

A RESOLUTION AUTHORIZING THE PURCHASE OF LAND FOR THE EXTENSION OF
SE INLET AVENUE TO SOUTH JETTY AVENUE

WHEREAS, the SE Inlet Avenue right-of-way presently dead ends at Tax Lot 1000,
Lincoln County Assessor's Map 7-11-27-DD; and

WHEREAS, vehicles presently continue past the dead end, on a narrow private roadway
surface over Tax Lot 1000, to connect to South Jetty Avenue; and

WHEREAS, the City's Department of Public Works, following an analysis by its
engineering staff, has found that the connection of SE Inlet Avenue to South Jetty Avenue with
full roadway, curb, gutter, sidewalk, and storm drainage improvements will assist in the
development of the surrounding area and will promote vehicle and pedestrian safety; and

WHEREAS, Tax Lot 1000 is within the Urban Renewal District; and

WHEREAS, the owner of Tax Lot 1000 is willing to sell to the Agency a portion of Tax
Lot 1000 to enable the Agency to create the needed public roadway and construct full roadway,
curb, gutter, sidewalk, and storm drainage improvements; and

WHEREAS, the Agency has obtained an appraisal of the portion of Tax Lot 1000 that
the owner is willing to sell to the Agency, and the appraised value is \$30,600.00; and

WHEREAS, the connection of SE Inlet Avenue to South Jetty Avenue over the proposed
roadway will comply with the City's Comprehensive Plan Transportation Goal of providing a
safe, convenient, and rapid transportation network to facilitate the movement of goods and
people; and

WHEREAS, under ORS 92.010(7), the sale of a portion of a lot to a city for city street or
other right-of-way purposes, if the road or right-of-way complies with the city's comprehensive
plan, does not constitute a partition of land that must go through a partition approval process;
and

1 WHEREAS, the Year 2000 Development Plan, which is the Urban Renewal Plan of the
2 City of Lincoln City, in Section 601, identifies 18 urban renewal projects to be accomplished by
3 the Agency, Project 16 of which is the funding of miscellaneous street, curb, gutter, sidewalk,
4 cross-walk, storm drain, sanitary sewer, and water system improvements, following a more
5 thorough engineering analysis of the public infrastructure than was possible in preparation of the
6 Plan and following a need for the improvements; and

7 WHEREAS, Section 602(B)(4)(a) of the Year 2000 Development Plan authorizes the
8 acquisition of land where right-of-way is needed for streets, alleys, bicycle paths, and pedestrian
9 ways; and

10 WHEREAS, Section 603 of the Year 2000 Development Plan calls for a public hearing
11 to consider any purchase of land that was not specifically identified as of the date of approval of
12 the Plan and, if the Agency's decision following the hearing is to purchase the land, for the
13 adoption of a resolution describing the Agency's action with a map and legal description
14 attached, with the map and legal description to become a part of the Plan;

15 NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY
16 OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

17 Section 1. The Agency finds that there is a public need for the purchase of a portion of
18 Tax Lot 1000, Lincoln County Assessor's Map 7-11-27-DD, as specifically described in Exhibit
19 A attached hereto and as generally shown on the map in Exhibit B attached hereto, to assist in
20 the development of the surrounding area, to promote vehicle and pedestrian safety, and to thus
21 help achieve the objectives of the Year 2000 Plan.

22 Section 2. The Agency hereby authorizes the purchase of the described portion of Tax
23 Lot 1000 for the amount of \$30,600.00, for the purpose of connecting SE Inlet Avenue to South
24 Jetty Avenue and of installing full roadway, curb, gutter, sidewalk, and storm drainage
25 improvements.

26

27

1 Section 3. A copy of the attached legal description (Exhibit A) and map (Exhibit B)
2 shall be assigned appropriate exhibit numbers and be placed in Part 2 of the Year 2000 Plan.

3 Section 3. Following purchase of the described portion of Tax Lot 1000 and installation
4 of improvements, the Agency shall dedicate to the City, as right-of-way, that part of the land
5 that was needed for the roadway, curb, gutter, sidewalk, and storm drainage improvements, for
6 maintenance by the City, and shall retain any portion not needed as right-of-way, for future use
7 or sale by the Agency as appropriate.

8 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City
9 this ^{26th} day of April, 1999.

10 
DAVE HUMPHREY, CHAIR

11 ATTEST:

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13 ONEITA MCCALMAN, CITY RECORDER

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Exhibit 'A'

A tract of land, being a portion of that land described in Deed recorded May 12, 1995, in Book 299, page 1079, of the Deed Records of Lincoln County, lying in the Southeast 1/4 of Section 27 and the Northeast 1/4 of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly as follows:

Beginning at a 5/8 inch iron rod on the new Southerly right-of-way of Inlec Avenue from which the most Easterly corner of Lot 4, Block 1, of the FIRST ADDITION TO TAPT, bears South 39 deg. 39' 26" West 43.97 feet; thence 77.39 feet along the arc of a 126.00 foot radius curve to the left, the chord of which bears South 68 deg. 07' 21" East 76.18 feet to a 5/8 inch iron rod; thence 23.04 feet along the arc of a 22.00 foot radius curve to the right, the chord of which bears South 49 deg. 46' 09" East 22.00 feet to a 5/8 inch iron rod on the Westerly right-of-way of South Jetty Avenue; thence North 0 deg. 00' 00" West 69.44 feet along said Westerly right-of-way to a 5/8 inch iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the right, the chord of which bears South 68 deg. 38' 25" West 22.94 feet to a 5/8 inch iron rod; thence 40.93 feet along the arc of an 80.00 foot radius curve to the right, the chord of which bears North 65 deg. 17' 17" West 40.48 feet to a 5/8 inch iron rod; thence South 39 deg. 39' 26" West 46.00 feet to a 5/8 inch iron rod, the place of beginning.

Subject to:

1. City liens, if any, of the City of Lincoln City. (None as of FEBRUARY 10, 1999).
2. The right to levy or assess by the Devils Lake Water Improvement District.
3. 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
4. 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.
5. Unrecorded Trust Agreement, including the terms and provisions thereof, as disclosed by Bargain and Sale Deed,
Recorded : May 12, 1995 Book: 299 Page: 1079

FROM : DON G MORRISON PC

PHONE NO. : 541 764 4223

Mar. 25 1999 11:

May-24-99 12:08pm

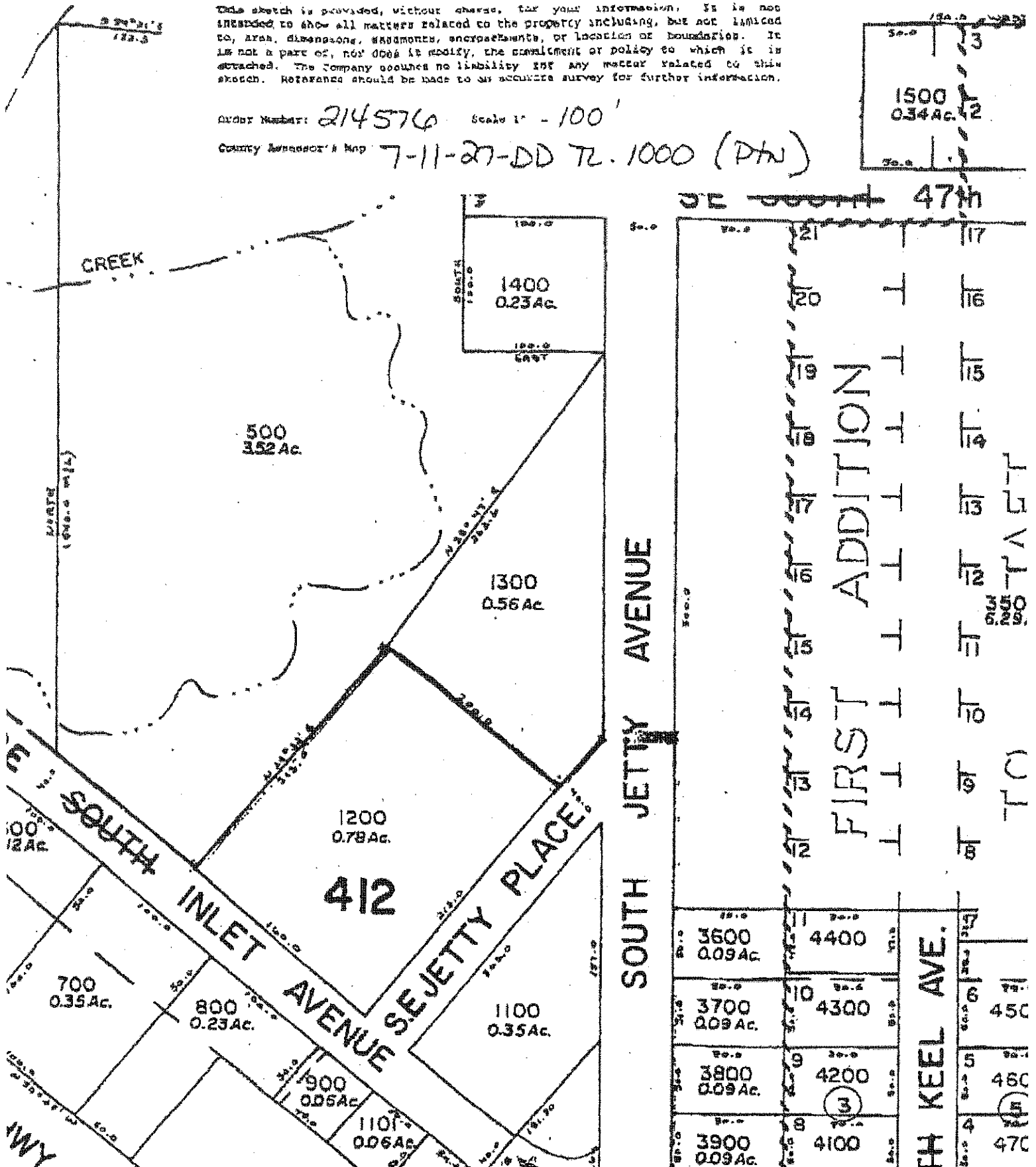
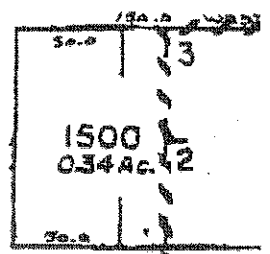
From-LINCOLN CO TITLE

T-412 P.06/06 F-042

This sketch is provided, without charge, for your information. 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. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes no liability for any matter related to this sketch. Reference should be made to an accurate survey for further information.

Order Number: 214576 Scale 1" = 100'

County Assessor's Map 7-11-27-DD TL. 1000 (PTN)



47th		17	
16		16	
15		15	
14		14	
13		13	
12		12	
11		11	
3600 0.09 Ac.	4400	11	
3700 0.09 Ac.	4300	10	
3800 0.09 Ac.	4200	9	
3900 0.09 Ac.	4100	8	
4100		7	
4200		6	
4300		5	
4400		4	
4500		3	
4600		2	
4700		1	

KEEL AVE.

FIRST ADDITION

SOUTH JETTY AVENUE

412

1 RESOLUTION NO. ^{UR}2001 - 01

2 A RESOLUTION THAT THE URBAN RENEWAL AGENCY ATTEMPT TO ACQUIRE
3 CERTAIN PROPERTY IN THE TAFT AREA FOR DEVELOPMENT WITH THE
4 WEATHER STATION PROJECT

5 WHEREAS, the Taft Redevelopment Plan calls, and the Urban Renewal Agency finds
6 that there is a need, for the development in the Taft area of a family-oriented attraction centered
7 around a high-tech weather station (the Project); and

8 WHEREAS, the Taft Redevelopment Plan has identified the property identified as Parcels
9 I through IV in Exhibit A attached hereto (the Property) as a potential site for the Project; and

10 WHEREAS, the Taft area is within the Agency's urban renewal area; and

11 WHEREAS, Section 601(7) of the Urban Renewal Plan identifies as an urban renewal
12 project the development of a city park that would serve visitors to Lincoln City as well as local
13 citizens; Section 601(17) identifies as an urban renewal project the development of park,
14 recreation, and cultural improvements within the urban renewal area, including acquisition of
15 property for such park, recreation, and cultural facilities; and Section 602(B)(4)(b) provides for
16 Agency acquisition of property where it is determined that the property is needed to provide
17 public improvements and facilities described in Section 601; and Section 602(B)(4)(b) also
18 provides for Agency acquisition of property where it is determined that the property is needed to
19 provide park sites, information plazas, parks, and such other facilities for the benefit of the public
20 which are to be developed by the Agency, the City, or any other public entity; and

21 WHEREAS, the Agency finds that the Property is needed to provide the facilities for the
22 benefit of the public that would be encompassed in the Project, to be developed by the Agency,
23 the City, or another public entity or entities, if the land can be purchased for a reasonable price;
24 and

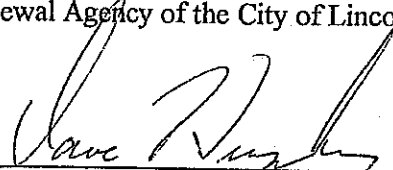
25 WHEREAS, the Agency has the necessary funds to assist in the payment of costs
26 associated with the Project by purchasing land for the Project, if the land can be purchased for a
27 reasonable price;

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY
OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

1 Section 1. The Agency shall attempt to purchase the Property or interests therein, either
2 through negotiations or through bidding at foreclosure, but not through condemnation, for the
3 purpose of development on the Property of a family-oriented attraction centered around a high-
4 tech weather station, the general nature of which is described in the Taft Redevelopment Plan.
5 The City Manager and the Finance Director, or either of them, are authorized to offer or bid such
6 amount for the Property or interests therein as they, or either of them, deem a reasonable price
7 for the Property or interest to be acquired, within the limit of funds available in the Agency's
8 2000-2001 budget.

9 Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal
10 Plan and a copy of Exhibit A shall be assigned an appropriate exhibit number and placed in Part 2
11 of the Plan.

12 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City
13 this 5th day of February, 2001.



DAVE HUMPHREY, CHAIR

15 ATTEST:

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17 

ONEITA MCCALMAN, CITY RECORDER

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EXHIBIT "A"

PARCEL I:

Lot 10, Block 6, TAFT, in Lincoln County, Oregon.

TOGETHER WITH that portion of Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Northwest corner of Lot 10, Block 6 of TAFT; thence North along the Northerly prolongation of the West line of said Lot 10, 25 feet; thence East parallel with the Northerly line of said Lot 10 to its intersection with the Northerly prolongation of the East line of said Lot 10; thence Southerly along said prolongation to the Northeast corner of said Lot 10; thence West along the North line of Lot 10 to the point of beginning.

PARCEL II:

A tract of land situated in Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at a point 112 feet South from the quarter corner between said Sections 27 and 34; thence North 209 feet; thence West 209 feet; thence South 209 feet; thence East 209 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying Northerly of the South right of way line of Southwest 50th Street.

PARCEL III:

That part of Government Lot 1, in Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southeast corner of the premises conveyed by Charles W. Morgan et ux to Charles V. Hickling et ux by deed recorded April 4, 1945 in Book 103, page 398, Deed Records, Lincoln County, Oregon, said point being 112 feet South of the Northeast corner of said Government Lot 1; thence South along the East line of said Government Lot 1 to the North line of Block 6, TAFT; thence West along the North line of said Block 6 to the Northwest corner of Lot 10, Block 6, TAFT, said point also being on the East line of the Harold D. Gates et ux tract, described in Warranty Deed recorded May 23, 1963 in Book 234, page 576, Deed Records, Lincoln County, Oregon; thence North 3 deg. 10' West along the East line of said Gates tract to a point on the South line of the said Hickling premises; thence East along the South line of said Hickling premises to the point of beginning.

EXCEPTING the South 25 feet of the premises hereinabove described.

PARCEL IV:

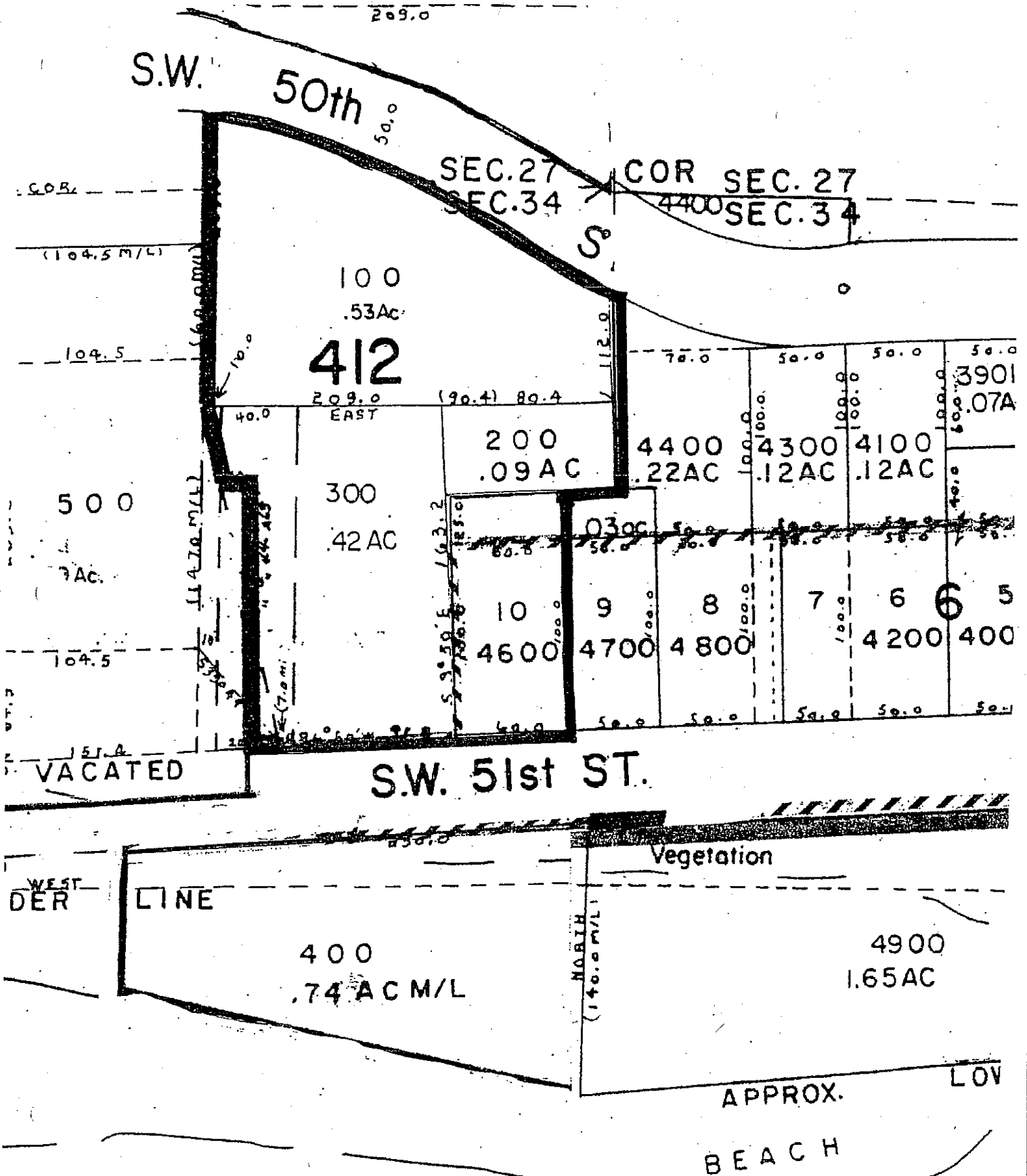
A tract of land situated in the Northeast quarter of the Northwest quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, more particularly described as follows:

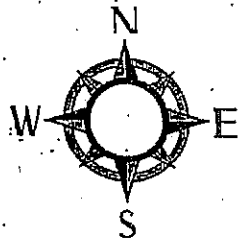
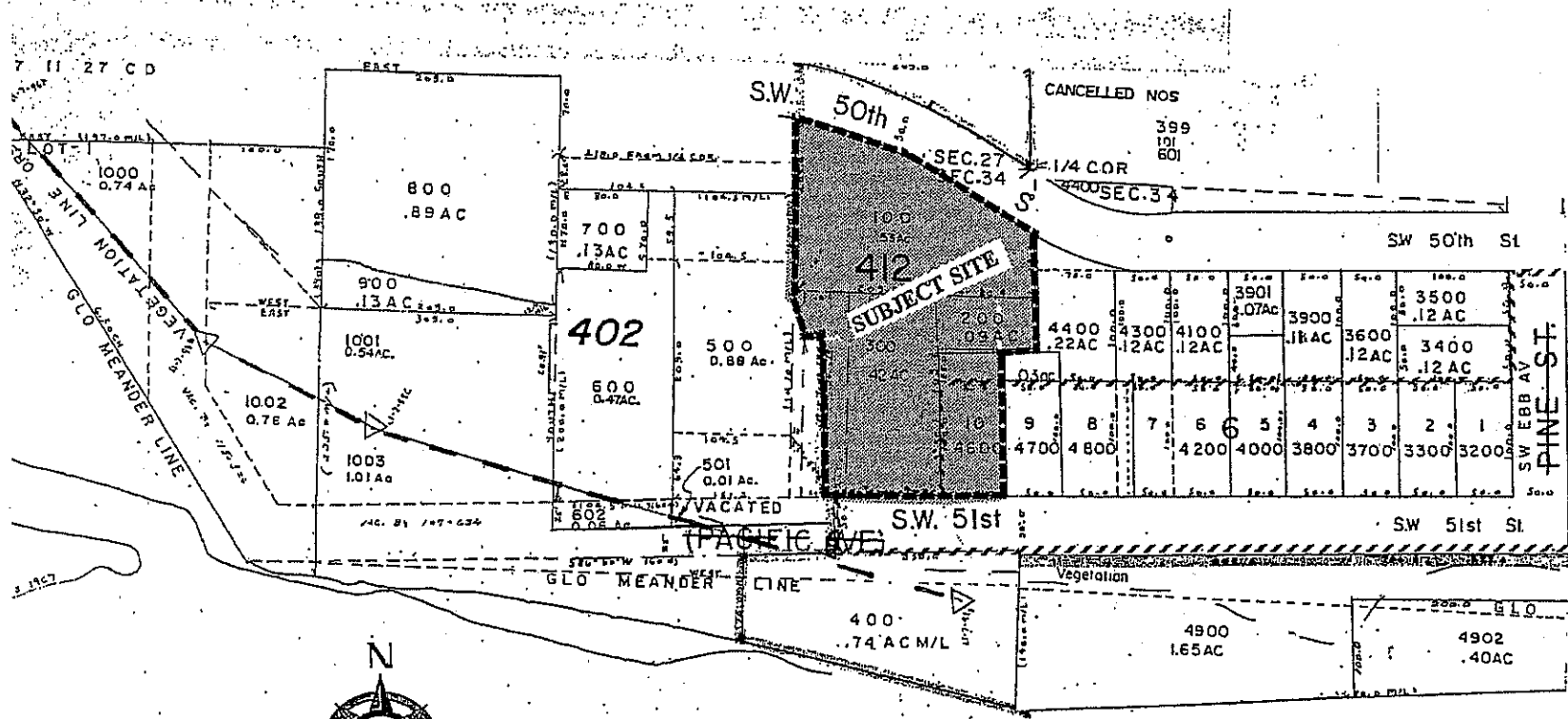
Beginning at a point that is 112 feet South and 80.4 feet West of the quarter section corner between Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, said point also being the Northwest corner of Parcel I as described in the Warranty Deed to Harold D. Gates, recorded October 9, 1970 in Book 21, page 1181, Microfilm Records, Lincoln County, Oregon; thence South 3 deg. 50' East 163.2 feet to the North line of Pacific Avenue; thence South 86 deg. 50' West 111.8 feet along the North line of Pacific Avenue, now known as SW 51st Street, to the center line of former Edgecliff Street (said point also being the Southeast corner of the Don Black et ux tract described in Warranty Deed recorded October 14, 1976 in Volume 69, Page 408, Microfilm Records, Lincoln County, Oregon; thence North 169.74 feet along the East line of said Black tract; thence West 20 feet to the West line of the tract conveyed to Lincoln County by deed recorded in Book 30, Page 175, Deed Records, Lincoln County, Oregon; thence North 15 deg. 04' 34" West 38.45 feet; thence East 128.6 feet, more or less, to the point of beginning.

ACK/ak

Guarantee No. 26531/263017

CITY





SILETZ BAY

SUBJECT SITE

CANCELLED NOS

399
191
801

SEC. 27
FC. 34

1/4 C.O.R

400 SEC. 34

SW 50th St

SW 51st St

SW 51st St

PACIFIC AVE

PINE ST

GLO MEANDER

Vegetation

GLO

400
.74 AC M/L

4900
1.65 AC

4902
.40 AC

402

4/2

10

9

8

7

6

5

4

3

2

1

700
.13 AC

900
.13 AC

1001
0.54 AC

1002
0.78 AC

1003
1.01 AC

802
0.08 AC

500
0.88 AC

501
0.01 AC

100
0.22 AC

200
0.54 AC

300
0.81 AC

400
1.08 AC

500
1.35 AC

600
1.62 AC

700
1.89 AC

800
2.16 AC

900
2.43 AC

3901
0.07 AC

3900
0.07 AC

3900
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3900
0.07 AC

4400
0.22 AC

4300
0.21 AC

4100
0.20 AC

4000
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3900
0.19 AC

3800
0.18 AC

3700
0.17 AC

3600
0.16 AC

3500
0.15 AC

3400
0.14 AC

3300
0.13 AC

3200
0.12 AC

3100
0.11 AC

3000
0.10 AC

2900
0.09 AC

2800
0.08 AC

2700
0.07 AC

2600
0.06 AC

2500
0.05 AC

2400
0.04 AC

2300
0.03 AC

2200
0.02 AC

2100
0.01 AC

3500
0.12 AC

3400
0.12 AC

3300
0.11 AC

3200
0.10 AC

3100
0.09 AC

3000
0.08 AC

2900
0.07 AC

2800
0.06 AC

2700
0.05 AC

2600
0.04 AC

2500
0.03 AC

2400
0.02 AC

2300
0.01 AC

2200
0.00 AC

2100
0.00 AC

2000
0.00 AC

1900
0.00 AC

1800
0.00 AC

1700
0.00 AC

1600
0.00 AC

1500
0.00 AC

1400
0.00 AC

1300
0.00 AC

1200
0.00 AC

1100
0.00 AC

1000
0.00 AC

900
0.00 AC

800
0.00 AC

700
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600
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^{UR}
RESOLUTION NO. 2002 - 01

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2 A RESOLUTION AMENDING RESOLUTION 2001-01, REGARDING ACQUISITION OF
3 CERTAIN PROPERTY IN THE TAFT AREA FOR DEVELOPMENT WITH THE
4 WEATHER STATION PROJECT, TO REFER TO THE AGENCY'S CURRENT BUDGET

5 WHEREAS, the Agency on February 5, 2001 adopted Resolution No. 2001-01
6 determining that the Agency should attempt to purchase certain property (the Property) in the
7 Taft area, or interests therein, either through negotiations or through bidding at foreclosure, but
8 not through condemnation, for the purpose of development on the Property of a family-oriented
9 attraction centered around a high-tech weather station, the general nature of which is described
10 in the Taft Redevelopment Plan; and

11 WHEREAS, Resolution No. 2001-01 authorized the City Manager and the Finance
12 Director, or either of them, to offer or bid such amount for the Property or interests therein as
13 they, or either of them, deem a reasonable price for the Property or interest to be acquired,
14 within the limit of funds available in the Agency's 2000-2001 budget; and

15 WHEREAS, the Agency still is attempting to purchase the Property or interests therein,
16 but the 2000-2001 budget year has been completed, it now is the 2001-2002 budget year, and it
17 is possible that the attempts may continue into the 2002-2003 budget year;

18 NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF
19 THE CITY OF LINCOLN CITY, AS FOLLOWS:

20 Section 1. The last sentence of Section 1 of Resolution No. 2001-01 is amended to read:

21 "The City Manager and the Finance Director, or either of them, are authorized to offer or
22 bid such amount for the Property or interests therein as they, or either of them, deem a
23 reasonable price for the Property or interest to be acquired, within the limit of funds
24 available in the Agency's budget as in effect on the date of the offer or bid."

25 Section 2. This ordinance shall be effective immediately on its adoption by the Agency.
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PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City
this ~~14th~~ day of January, 2002.

Lori Hollingsworth, CHAIR
1.14.02

ATTEST:
Oneita McCalman
ONEITA MCCALMAN, CITY RECORDER

^{UR}
RESOLUTION NO. 2001 - 04

A RESOLUTION THAT THE URBAN RENEWAL AGENCY ACQUIRE CERTAIN
PROPERTY IN THE TAFT AREA FOR DEVELOPMENT OF THE S. 48TH STREET
PROJECT AND OTHER POTENTIAL URBAN RENEWAL PROJECTS

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4 WHEREAS, the Taft Redevelopment Plan calls, and the Urban Renewal Agency finds
5 that there is a need, for the development in the Taft area of the S. 48th Street Project (the
6 Project); and

7 WHEREAS, the Project will occupy a portion of the property located at 4821 SW
8 Highway 101, Lincoln County Assessor's Map 7-11-27-43, Tax Lots 5100, 5500, and 5600 (the
9 Property), shown on Exhibit A attached hereto; and

10 WHEREAS, the Taft area is within the Agency's urban renewal area; and

11 WHEREAS, the portion of the Property not needed for the Project may be usable for a
12 tourist-oriented glass blowing studio that could be operated by the Visitor and Convention
13 Bureau; for a visitor information center operated by the Visitor and Convention Bureau; for an
14 interim family-oriented attraction centered around a high-tech weather station as called for in the
15 Taft area by the Taft Redevelopment Plan; or for a combination thereof; and

16 WHEREAS, if the portion of the Property not needed for the Project cannot
17 appropriately be used for such a purpose, that portion of the Property can be sold for
18 redevelopment in a manner consistent with the Urban Renewal Plan; and

19 WHEREAS, the most economic way for the Agency to acquire the portion of the
20 Property needed for the Project is to acquire the entire Property except for a portion to be
21 acquired by the Oregon Department of Transportation (ODOT) for its 101@ 48th Place Street
22 Project; and

23 WHEREAS, agreements have been negotiated among ODOT, the Agency, and the
24 owners of the Property under which ODOT will acquire the portion of the Property needed for
25 its 101@ 48th Place Street Project and the Agency, if approved by this Resolution, will acquire
26 the balance of the Property; and

27 WHEREAS, the Project is an approved urban renewal project as described in Sections
601(2), (3), (4), and (16) of the Urban Renewal Plan; Section 601(7) of the Urban Renewal Plan

1 identifies as an urban renewal project the development of a city park that would serve visitors to
2 Lincoln City as well as local citizens; Section 601(17) identifies as an urban renewal project the
3 development of park, recreation, and cultural improvements within the urban renewal area,
4 including acquisition of property for such park, recreation, and cultural facilities; Section 601(11)
5 identifies as an urban renewal project the development of tourist information plazas; Section
6 602(B)(4)(b) provides for Agency acquisition of property where it is determined that the
7 property is needed to provide public improvements and facilities described in Section 601;
8 Section 602(B)(4)(b) provides for Agency acquisition of property where it is determined that the
9 property is needed to provide park sites, information plazas, parks, and such other facilities for
10 the benefit of the public which are to be developed by the Agency, the City, or any other public
11 entity; Section 602(B)(4)(d) provides for Agency acquisition of real property within the urban
12 renewal area where the owner wishes to convey title of the property to the Agency by any legal
13 means; and Section 606(A) provides for Agency sale of real property for redevelopment in a
14 manner consistent with the Urban Renewal Plan; and

15 WHEREAS, the Agency finds that the Property is needed to provide the facilities for the
16 benefit of the public that would be encompassed in the Project; and also for one or more of the
17 other projects identified as possible projects for the portion of the Property not needed for the
18 Project or for eventual resale for redevelopment in a manner consistent with the Urban Renewal
19 Plan; and

20 WHEREAS, the Agency has the necessary funds to purchase the Property, except for the
21 portion to be acquired by ODOT for the 101@ 48th Place Street Project;

22 NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY
23 OF THE CITY OF LINCOLN CITY, AS FOLLOWS:

24 Section 1. The Agency shall purchase the Property, except for the portion to be acquired
25 by ODOT for the 101@ 48th Place Street Project, for the purpose of development on the
26 Property of the S. 48th Street Project; and, as to the portion not needed for the Project, for the
27 purpose of development of a tourist-oriented glass blowing studio, a visitor information center,
or an interim family-oriented attraction centered around a high-tech weather station, or for a

1 combination thereof, or if it cannot appropriately be used for one of those purposes for resale for
2 redevelopment in a manner consistent with the Urban Renewal Plan. The City Manager is
3 authorized to offer such amount for the Property as he deems a reasonable price for the Property,
4 within the limit of funds available in the Agency's 2001-2002 budget.

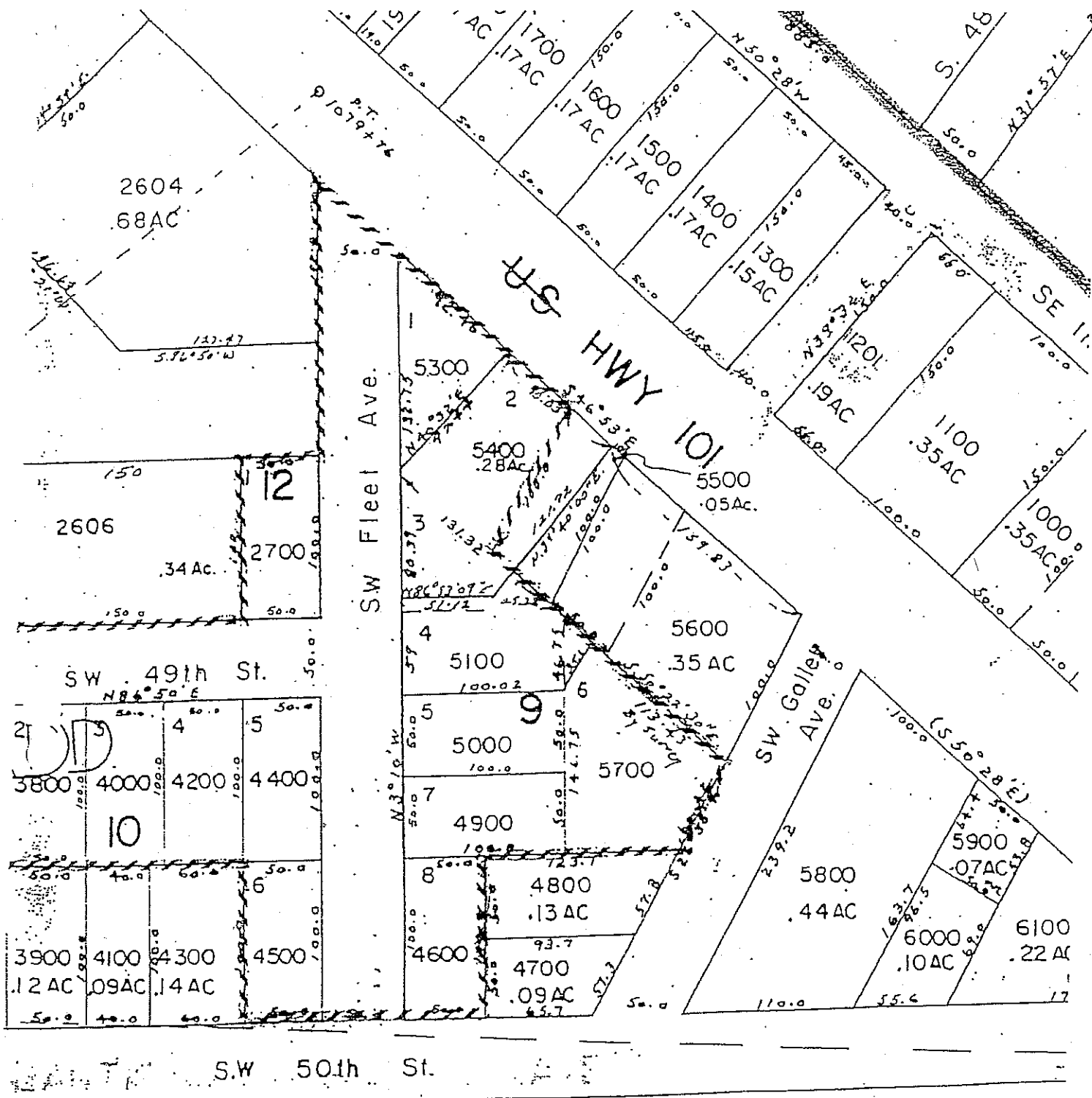
5 Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal
6 Plan and a copy of Exhibit A shall be assigned an appropriate exhibit number and placed in Part 2
7 of the Plan.

8 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City
9 this 9th day of July, 2001.

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11 ATTEST:

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13 Oneita McCalman
14 ONEITA MCCALMAN, CITY RECORDER

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Don Hollingsworth for Dave Humphrey
DAVE HUMPHREY, CHAIR
Vice Chair



PARCELS A1 & A2

EX. "A"

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RESOLUTION NO. UR2003 - 03

A RESOLUTION DECLARING THE NECESSITY OF ACQUIRING CERTAIN PROPERTY FOR PUBLIC RIGHT-OF-WAY PURPOSES AND AUTHORIZING ODOT TO PURSUE CONDEMNATION PROCEEDINGS THEREFOR

WHEREAS, the Urban Renewal Agency (Agency) and the Oregon Department of Transportation (ODOT) are and have been engaged in a cooperative project to improve traffic circulation and patterns involving the Oregon Coast Highway (Highway 101) and its intersections with S. 48th Street and S. 51st Street in the Taft area (the Project). The Project includes a grind-out/inlay of the roadway; construction of gateway improvements, sidewalks and curbs, a median island, recessed parking, and a new signal at S. 48th Street; the rebuilding of the existing signal at S. 51st Street; drainage work; and the installation of traffic control devices (signs and striping); and

WHEREAS, the Project requires the acquisition of fee title to land for right-of-way and of permanent slope and drainage easements (the Needed Real Property); and

WHEREAS, the Agency and ODOT have entered into a Cooperative Improvement and Construction Finance Agreement (Oregon Coast Highway – Taft Area) (the Cooperative Improvement Agreement) establishing their respective responsibilities in relation to the Project. In addition, the Agency and ODOT have entered into an Intergovernmental Agreement for Right of Way Services, establishing their respective responsibilities in relation to the acquisition of Needed Real Property (the Acquisition Agreement); and

WHEREAS, pursuant to the Cooperative Improvement Agreement and the Acquisition Agreement, ODOT is responsible for acquiring all Needed Real Property and for transferring to the City those portions of the Needed Real Property that the Agency and ODOT have determined ultimately should be owned by the Agency and maintained by the City of Lincoln City; and

WHEREAS, a portion of the Needed Real Property involves land owned by Melvin E and Sarah A. Bitikofer (the Bitikofers); and

WHEREAS, ODOT has attempted to negotiate with the Bitikofers an agreement to

1 purchase that portion of the Needed Real Property that involves land they own; and

2 WHEREAS, ODOT has not been able to negotiate a satisfactory agreement with the
3 Bitikofers for the desired purchase;

4 NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF
5 THE CITY OF LINCOLN CITY, AS FOLLOWS:

6 Section 1. The Project will serve a valuable public purpose.

7 Section 2. In order to carry out the Project, it is necessary and desirable to acquire the
8 real property described in Exhibit A hereto (the Property) owned by the Bitikofers, with ODOT
9 retaining that portion of the Property that the Agency and ODOT have determined ultimately
10 should be owned and maintained by ODOT and with ODOT transferring to the Agency that
11 portion of the Property that the Agency and ODOT have determined ultimately should be owned
12 by the Agency and maintained by the City of Lincoln City.

13 Section 3. In the event ODOT is unable to reach an agreement with the Bitikofers or
14 their successors, if any, as to the compensation to be paid for the Property, ODOT and the
15 Oregon Department of Justice hereby are authorized to institute condemnation proceedings in
16 the name of, and on behalf of, the Agency in a court of competent jurisdiction for the purpose of
17 acquiring the Property. This authorization includes the authority to join the Agency as a
18 condemnor, through such amendments to pleadings as ODOT and the Department of Justice
19 may deem appropriate, in any pending condemnation proceedings.

20 Section 4. This resolution shall be effective as of the date of its adoption by the Agency.

21 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City

22 this ~~24th~~ day of March, 2003.

23

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25 ATTEST:

26

26 Oneita McCalman
ONEITA MCCALMAN, CITY RECORDER

27

Wes Ryan
WES RYAN, CHAIR

1 **EXHIBIT A**

2 **File 6894006**

3 U.S. 101 at S. 48th Place
4 (Lincoln City) Sec.
5 Oregon Coast Highway
6 Lincoln County
7 Drg. No. 10B-15-5
8 Throughway
9 RDS 4-23-01

10 Robert H. Ballard and Barbara L. Ballard, Trustees
11 (Melvin E. Bitikofer and Sarah A. Bitikofer, C.P.)
12

13 Parcels 1 and 2
14 **Parcel 1 - Fee**

15 A parcel of land lying in the SW¹/₄SE¹/₄ of Section 27, Township 7 South, Range
16 11 West, W.M., Lincoln County, Oregon and being a portion of that property described
17 in that assignment of land sale contract to Robert H. Ballard and Barbara L. Ballard,
18 Trustees, recorded June 10, 1998 in Lincoln County Book of Records in Book 359,
Page 1498; the said parcel being that portion of said property included in a strip of land
variable in width, lying on the Southwesterly side of the center line of the relocated
Oregon Coast Highway which center line is described as follows:

19 Beginning at Engineer's center line Station 'RW' 32+911.085, said station being
20 167.334 meters North and 220.455 meters East of the South quarter corner of Section
27, Township 7 South, Range 11 West, W.M.; thence South 46° 59' 38" East 313.294
meters to Engineer's center line Station 'RW' 33+224.379.

21 The widths in meters of the strip of land above referred to are as follows:

22 Station	to	Station	Width on Side
23 Southwesterly of Center Line			
24 'RW' 32+945		'RW' 32+997	12.900
25 'RW' 32+997		'RW' 33+004	12.900 in a straight line to 18.500
26 'RW' 33+004		'RW' 33+024.421	18.500
27			

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

2 The parcel of land to which this description applies contains 102 square meters,
3 more or less.

4 **Parcel 2 - Permanent Easement for Slopes**

5 A parcel of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 7 South, Range
6 11 West, W.M., Lincoln County, Oregon and being a portion of that property described
7 in that assignment of land sale contract to Robert H. Ballard and Barbara L. Ballard,
8 Trustees, recorded June 10, 1998 in Lincoln County Book of Records in Book 359,
9 Page 1498; the said parcel being that portion of said property included in a strip of land
10 13.500 meters in width, lying on the Southwesterly side of the center line of the relocated
11 Oregon Coast Highway which center line is described in Parcel 1.

9 EXCEPT therefrom Parcel 1.

10 The parcel of land to which this description applies contains 13 square meters,
11 more or less.

12 **Parcel 3 - Permanent Easement for Drainage Facilities**

13 A parcel of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 7 South, Range
14 11 West, W.M., Lincoln County, Oregon and being a portion of that property described
15 in that assignment of land sale contract to Robert H. Ballard and Barbara L. Ballard,
16 Trustees, recorded June 10, 1998 in Lincoln County Book of Records in Book 359,
17 Page 1498; the said parcel being that portion of said property lying Southerly of a line at
18 right angles to the center line of the relocated Oregon Coast Highway at Engineer's
19 Station 'RW' 32+996 and included in a strip of land 13.500 meters in width, lying on the
20 Southwesterly side of said center line which center line is described in Parcel 1.

17 EXCEPT therefrom Parcel 1.

18 The parcel of land to which this description applies contains 1 square meter,
19 more or less.

20 NOTE: Access controlled by permit.

21 All of Parcel 3 lies within Parcel 2.

22 Remainder: 1072 square meters, more or less, Right.

23 This parcel lies within the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec 27, T. 7 S., R. 11 W., W.M.

24

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1 This property description is written using the metric system.
2 1+000.000 Station = 1 000 meters = 3,280.84 feet
3 1 meter = 3.28 feet
4 102 square meters = 1,098 square feet, more or less.
5 13 square meters = 140 square feet, more or less.
6 1 square meter = 11 square feet, more or less.
7 Remainder: 1072 square meters = 11,539 square feet, more or less.

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1 RESOLUTION NO. UR 2003 - 04

2 A RESOLUTION THAT THE URBAN RENEWAL AGENCY ACQUIRE CERTAIN PROPERTY IN
3 TAFT FOR PUBLIC PARKING, A PUBLIC PLAZA, AND COMPLETION OF THE TAFT COMMONS
4 PROJECT AND OTHER POTENTIAL URBAN RENEWAL PROJECTS; AND IN OCEANLAKE FOR
5 PUBLIC PARKING, EXTENSION OF NW JETTY AVENUE, AND OTHER POTENTIAL URBAN
6 RENEWAL PROJECTS

7 WHEREAS, the Taft Redevelopment Plan calls, and the Urban Renewal Agency finds that there is a
8 need, for the development in the Taft area of public parking and a public plaza and for completion of the Taft
9 Commons Project; and

10 WHEREAS, the OceanLake Redevelopment Plan calls, and the Urban Renewal Agency finds that
11 there is a need, for the development in the OceanLake area of public parking and extension of NW Jetty
12 Avenue; and

13 WHEREAS, these projects will occupy all or portions of the real property parcels in Taft identified
14 as Map 7-11-27DC, Tax Lots 5000, 4900, and 4600, shown on Exhibit A attached hereto, and in OceanLake
15 identified as Map 7-11-10DC, Tax Lots 500 and 700 and Map 7-11-10DB, Tax Lots 18700 and 18800,
16 shown on Exhibit B attached hereto; and

17 WHEREAS, the identified parcels in Taft and OceanLake are within the Urban Renewal District;
18 and

19 WHEREAS, if portions of the parcels not needed for the described projects cannot appropriately be
20 used for such purposes, those portions of the parcels can be sold, leased, or otherwise made available for
21 redevelopment in a manner consistent with the Urban Renewal Plan; and

22 WHEREAS, Section 601(10) of the Urban Renewal Plan identifies as an urban renewal project the
23 development of off-street parking; Section 601(16) identifies as an urban renewal project the funding of
24 street, curb-gutter, sidewalk, and other infrastructure facilities after a finding of need for such facilities by the
25 Agency; Section 601(17) identifies as an urban renewal project the funding of park, recreation and cultural
26 facilities after a finding of need for such facilities by the Agency; Section 602(B)(3) allows acquisition and
27 assembly of land to be used for development or redevelopment by the private sector; Section 602(B)(4)(a)
28 allows acquisition of land for right-of-way for streets, alleys, bicycle paths, or pedestrian ways; Section
29 602(B)(4)(b) allows acquisition of land for park sites, information plazas, parks, and other facilities for the
benefit of the public; Section 602(B)(4)(c) allows acquisition of land for public off-street parking facilities;

1 and Section 602(B)(4)(d) allows acquisition of land where the owner wishes to convey title to the Agency
2 by any legal means; and

3 WHEREAS, the Agency finds that the identified parcels are needed to provide facilities for the
4 benefit of the public that would be encompassed in such projects; and for eventual resale of any portion of
5 the parcels not so needed, for redevelopment in a manner consistent with the Urban Renewal Plan; and

6 WHEREAS, the Agency has the necessary funds to purchase the identified parcels;

7 NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY
8 OF LINCOLN CITY, AS FOLLOWS:

9 Section 1. The Agency shall attempt to purchase, and is authorized to purchase, the identified
10 parcels or interests therein for the purposes herein stated or, if the parcels or portions of the parcels cannot
11 appropriately be used for one of those purposes, for resale for redevelopment in a manner consistent with the
12 Urban Renewal Plan.

13 Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal Plan and a
14 copy of Exhibits A and B shall be assigned appropriate exhibit numbers and shall be placed in Part 2 of the
15 Plan.

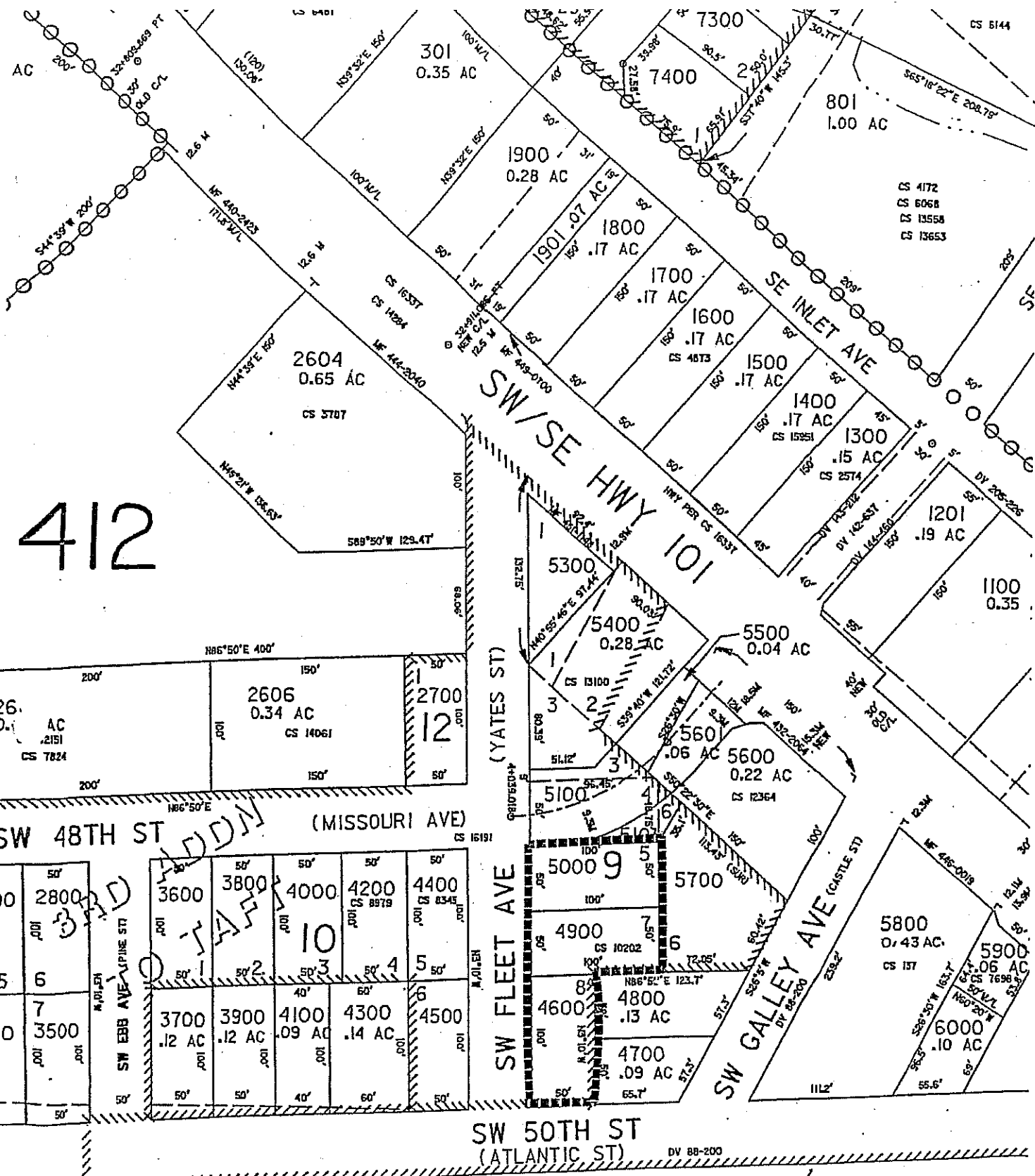
16 Section 3. This resolution shall be effective as of the date of its adoption by the Agency.

17 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 28th
18 day of April, 2003.

19 
20 _____
WES RYAN, CHAIR

21 ATTEST:

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23 _____
24 ONEITA MCCALMAN, CITY RECORDER
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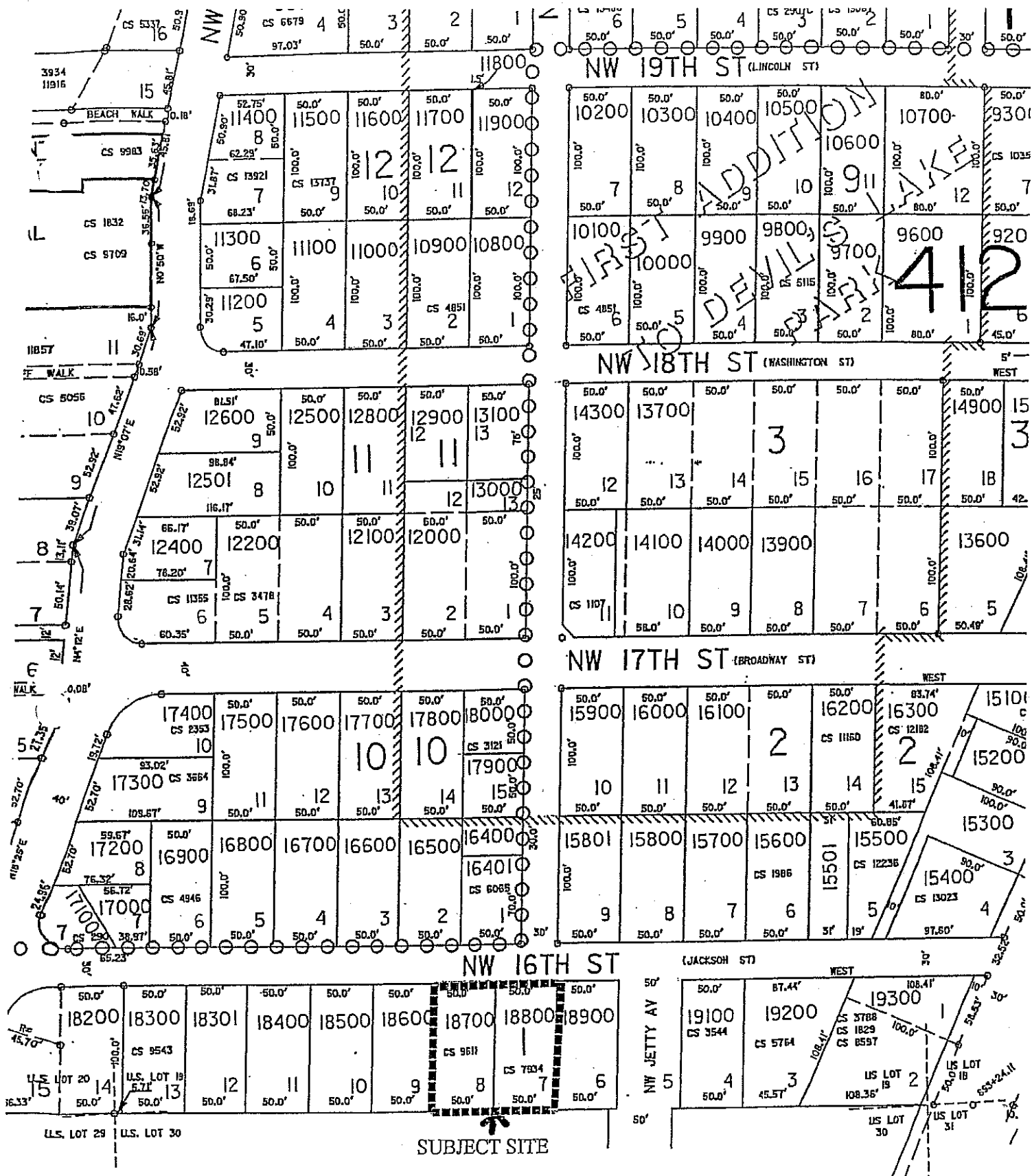
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SEE MAP 07 11 34 AB



SUBJECT SITE

EXHIBIT - A



SEE MAP 07 11 10 DC

1 RESOLUTION NO. UR 2003 - 07

2 A RESOLUTION THAT THE URBAN RENEWAL AGENCY ACQUIRE CERTAIN
3 PROPERTY ADJACENT TO THE "D" RIVER FOR AN INTERPRETIVE PARK AND FOR
4 POSSIBLE RE-SALE OF A PORTION TO THE CITY OF LINCOLN CITY (OPEN SPACE
5 FUND) FOR OPEN SPACE

6 WHEREAS, Section 601(C)(9) of the Urban Renewal Plan provides that the Agency
7 may acquire land on the banks of the "D" River east of Highway 101 and develop or assist in the
8 cost of developing an interpretive park for local and tourist oriented use; and

9 WHEREAS, land on the bank of the "D" River east of Highway 101, identified as Tax
10 Lot 400, Lincoln County Assessor's Map 7-11-15-AD, and Tax Lot 3200, Lincoln County
11 Assessor's Map 7-11-15-AC, referred to herein collectively as the Property and shown on
12 Exhibit A attached hereto, has been listed in the real estate market for sale; and

13 WHEREAS, the Property is within the Urban Renewal District; and

14 WHEREAS, it is possible that if the Agency purchases the Property, the Agency will be
15 able to sell a portion of the Property to the City of Lincoln City (Open Space Fund) so that the
16 portion will be retained as open space in perpetuity; and

17 WHEREAS, Section 602(B)(4)(d) of the Urban Renewal Plan allows acquisition of land
18 where the owner wishes to convey title to the Agency by any legal means; and

19 WHEREAS, the Agency finds that the Property is needed to provide a facility for the
20 benefit of the public as an interpretive park for local and tourist oriented use; and for possible re-
21 sale of a portion of the Property to the City of Lincoln City (Open Space Fund) for retention as
22 open space in perpetuity, consistent with and supportive of use of the Property as an interpretive
23 park for local and tourist oriented use; and

24 WHEREAS, the Agency has the necessary funds to purchase the Property;

25 NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF
26 THE CITY OF LINCOLN CITY, AS FOLLOWS:

27 Section 1. The Agency shall attempt to purchase, and is authorized to purchase, the
identified parcels or interests therein for the purposes herein stated, including possible re-sale of

1 a portion of the Property to the City of Lincoln City (Open Space Fund) for retention as open
2 space in perpetuity.

3 Section 2. This Resolution shall be deemed a minor amendment to the Urban Renewal
4 Plan and a copy of Exhibit A shall be assigned an appropriate exhibit number and shall be
5 placed in Part 2 of the Urban Renewal Plan.

6 Section 3. This resolution shall be effective as of the date of its adoption by the Agency.

7 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City
8 this 28th day of July, 2003.

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WES RYAN, CHAIR

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ATTEST:

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ONEITA MCCALMAN, CITY RECORDER

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N 15 T. 7S. R. 1W. WM.
COUNTY

SE 1/4 NE 1/4 SECTION 15
LINCOLN

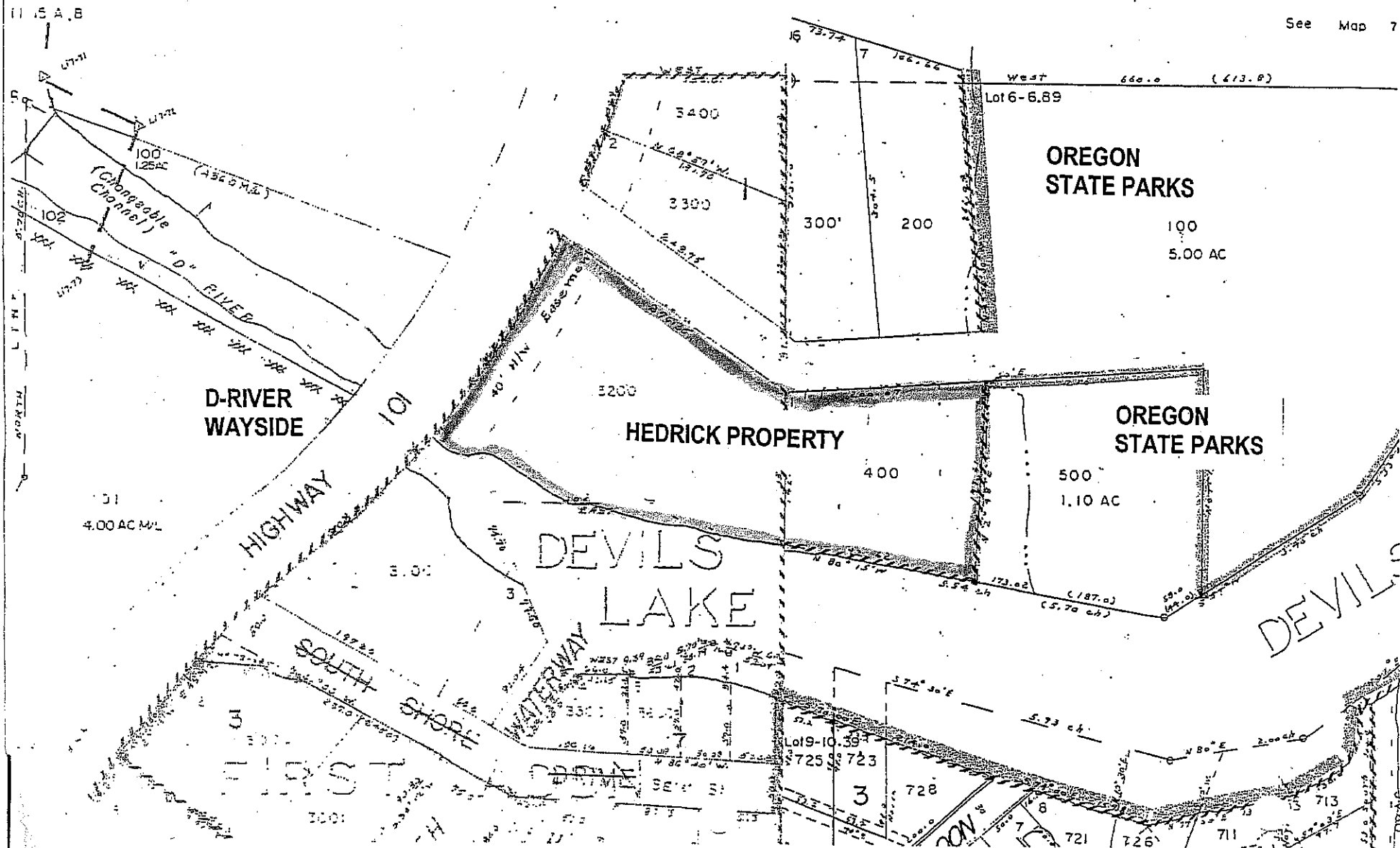
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FOR ASSESSORS OFFICE USE ONLY

1" = 100'

EXHIBIT "A"

See Map 7



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LINCOLN CITY URBAN RENEWAL AGENCY

RESOLUTION NO. UR 2005-05

A RESOLUTION OF THE URBAN RENEWAL AGENCY APPROVING THE ACQUISITION OF DELAKE SCHOOL, 540 NE HIGHWAY 101, LINCOLN CITY, OREGON, AND INCLUDING THE PROPERTY ACQUISITION AS A MINOR AMENDMENT TO THE YEAR 2000 PLAN

Recitals

A. The Urban Renewal Agency gave notice of public hearing to consider the acquisition of the Delake School property, and mailed notice to the Lincoln County School District as required by law.

B. The Agency conducted a public hearing on the acquisition on August 8, 2005.

C. This resolution conforms to the requirements of Section 603 of the Urban Renewal Agency Year 2000 Development Plan.

NOW, THEREFORE, the Urban Renewal Agency of the City of Lincoln City resolves as follows:

Section 1. The Urban Renewal Agency (Agency) adopted the Year 2000 Development Plan (Plan) which provides for acquisition of property within the Urban Renewal District for purposes of promoting arts and culture in Lincoln City.

Section 2. Section 603 of the Plan provides that if the Agency acquires property for specific Plan purposes, the Agency shall adopt a resolution describing such property including a legal description and map, the resolution shall be a minor amendment of the Plan, and a copy of the map and legal description shall be exhibits and placed in Part 2 of the Plan.

Section 3. The Urban Renewal Agency identified the Delake School property (Property) within the Urban Renewal District appropriate for use as a cultural center. The Urban Renewal Agency negotiated with the property owner, the Lincoln County School District (District), approved the expenditure of funds for acquisition, and made an offer to purchase which the District accepted. The Agency approved the Purchase-Sale Agreement on August 8, 2005.

Section 4. The Purchase-Sale Agreement (Exhibit A) provides for the Agency to make payments to the District beginning April 2006 until October 2012, or earlier. The payment obligation and schedule is expressed in a Promissory Note (Exhibit B) from Agency to District and secured by a Deed of Trust (Exhibit C) on the Property in favor of District.

1 **Section 5.** The Delake School property, located at 540 NE Highway 101, Lincoln
2 City, is described in the warranty deed delivered by the Lincoln County School District
and more particularly described in Exhibit D.

3 **Section 6.** Exhibit E is a map showing the location of the Property.

4 **Section 7.** The Urban Renewal Agency acquired the Property October 28, 2005.


5 **Section 8.** This resolution shall be added to the Plan as a minor amendment, and
6 Exhibit D and Exhibit E shall be placed in Part 2 of the Plan and identified as required in
section 603(B) of the Plan.

7 **Section 9.** The recitals of this resolution are adopted herein and incorporated by
8 reference as if fully set forth.

9 **Section 10.** All exhibits to this resolution are attached hereto and incorporated by
10 reference as if fully set forth herein.

11 **Section 11.** This resolution is approved November 14, 2005 and effective *nunc pro*
12 *tunc* as of October 27, 2005.


13 **PASSED AND ADOPTED** by the Lincoln City Urban Renewal Agency this 14th day of
November, 2005.

14
15 
16 _____
WES RYAN, CHAIR

17 ATTEST:

18 
19 _____
20 CATHY STEERE, RECORDING SECRETARY
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WESTERN TITLE & ESCROW CO. hereby certifies that this is a true and actual copy of the original.

By 
Escrow Officer

**AGREEMENT FOR SALE OF DELAKE SCHOOL PROPERTY
BETWEEN LINCOLN COUNTY SCHOOL DISTRICT
AND
LINCOLN CITY URBAN RENEWAL AGENCY**

2864 This Agreement for Sale of Real Property (Agreement) is made and entered into as of the 27th day of October, 2005, by and between the Lincoln City Urban Renewal Agency, Oregon, (Purchaser) and the Lincoln County School District, Oregon (Seller).

RECITALS

WHEREAS, Seller owns certain property commonly known as the Delake School ("Property"), more particularly described as set out in Exhibit A, attached hereto and incorporated herein as if fully set forth; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property; and

WHEREAS, in a duly noticed public meeting and in accord with its rules, on July 25, 2005 Purchaser approved an offer of \$1,600,000 to purchase the Property; and

WHEREAS, in a duly noticed public meeting in accord with its rules on July 26, 2005 Seller accepted Purchaser's offer to purchase.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms in this Agreement, is \$1,600,000. The purchase price shall be payable in cash, under the Payment Schedule shown in Exhibit B, attached hereto and incorporated herein as if fully set forth, along with any other required terms. The amount to be deposited in escrow with Western Title & Escrow Company is \$ 50,000, which amount shall also constitute receipt and satisfaction of the First Payment required under the Payment Schedule in Exhibit B and the Promissory Note.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

- (a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or
- (b) Terminate this Agreement and be entitled to a return of all money deposited into

escrow under this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

Within thirty (30) days after closing, Seller shall remove from the Property the real and personal property not included, as follows:

Playground equipment, freezer, refrigerator, 1 (one) metal storage shed.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement; and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller has all requisite authority and power to enter into this agreement; and

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability; and

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground

or surface waters associated with the Property may have a material effect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing, with the following exception:

The Facility Use Agreement between Lincoln County School District and Samaritan Senior Care dated October 1, 2001, with amendments ("Lease"). The Lease extends through January 1, 2006 unless terminated in accordance with its terms, which include providing 60-day notice of termination. Seller shall request Samaritan Senior Care consent in writing to Seller's assignment of the Lease to Lincoln City Urban Renewal Agency as of October 1, 2005 in accordance with lease terms. The right to any payments due to Seller under the Lease shall be assigned to Purchaser as of the Closing Date.

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

6. Closing and Escrow Agent. Upon execution of this Agreement the parties shall open an escrow account with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title & Escrow Company, 2015 NW 39th, Suite 100, Lincoln City, OR 97367 (telephone: 541-994-8298, fax 541-994-7075), on October 27, 2005 (hereinafter "Closing Date"). The costs of escrow and closing shall be borne by Purchaser.

7. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the

following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to Closing Date, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Seller;

(c) As security for the transaction, at Closing Date Purchaser shall provide Seller a Promissory Note incorporating the Payment Schedule in Exhibit B, along with a standard form trust deed in which Seller consents to its assignment;

(d) Seller, at Closing Date, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof.

8. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

9. Possession. Purchaser shall be entitled to possession immediately on closing.

10. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon any amount deposited into escrow hereunder shall be returned to the Purchaser and this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to terminate this Agreement, whereupon any amount deposited into escrow hereunder shall be returned to the Purchaser and this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

11. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this

Agreement.

12. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

13. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
PO Box 50
Lincoln City, OR 97367

and to Seller at:

Lincoln County School District
P.O. Box 1110
Newport, OR 97365

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

14. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

15. Sole Agreement. This Agreement constitutes the sole Agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

16. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

17. Venue for Litigation; Governing Law. The parties agree that any litigation between the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

18. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

19. Notices Required by Statute. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. FURTHER, THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. FURTHER, THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

20. Brokerage Commissions. Both parties acknowledge that there have been no outside brokers, salespersons, finders, or consultants involved in this transaction. Each party, hereinafter referred to for purposes of this paragraph as "Indemnitor," agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all commissions or fees incurred by the Indemnitee to any such persons, and any associated costs, including, without limitation, attorneys' fees, arising out of the actions of the Indemnitor.

Being duly authorized, the representatives of the parties have signed and executed this Agreement.

PURCHASER: LINCOLN CITY URBAN RENEWAL AGENCY, OREGON

By: Wes Ryan
Wes Ryan, Chair, Lincoln City Urban
Renewal Agency

Date: 28 Oct, 2005

SELLER: LINCOLN COUNTY SCHOOL DISTRICT

By: Richard Belloni
Richard Belloni, Deputy
Lincoln County School District

Date: 28 Oct, 2005

Approved as to form for Lincoln County School District

Kurt Carstens 10-26-09
Kurt Carstens, Esq., Litchfield & Carstens LLP

Approved as to form for Lincoln City Urban Renewal Agency

Joan S. Kelsey LLC
Joan S. Kelsey LLC, City Attorney, Lincoln City

EXHIBIT A
(Legal Description)

Lots 1-8 and Lots 12-19, Block 2, DELAKE, in the City of Lincoln City, County of Lincoln and State of Oregon.

TOGETHER with that portion of Lake Drive which inured thereto by Vacation order recorded November 8, 1941 in Book 89, page 349 and also recorded July 7, 1927 in Book 115, page 349, Deed Records for Lincoln County, Oregon.

ALSO TOGETHER WITH that portion of vacated alley in said block which inured thereto on that order of Vacation recorded December 17, 1952, Book 155, page 469, Deed Records.

TOGETHER WITH an easement for a roadway as disclosed by instrument recorded December 17, 1952, Book 155, page 472, Deed Records.

EXHIBIT B

PAYMENT SCHEDULE AND TERMS

<u>Date</u>	<u>Interest Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Balance</u>
Sales Price					1,600,000
<i>sd</i> <i>sd</i> 28 27-Oct-05		50,000	50,000		1,550,000
1-Apr-06	0	80,000	80,000		1,470,000
1-Oct-06	0	80,000	80,000		1,390,000
1-Apr-07	0	80,000	80,000		1,310,000
1-Oct-07	3.00%	99,650	79,946	19,704	1,230,054
1-Apr-08	3.00%	98,451	80,051	18,400	1,150,003
1-Oct-08	3.00%	97,252	79,955	17,297	1,070,048
1-Apr-09	3.00%	121,052	105,045	16,007	965,003
1-Oct-09	5.00%	129,128	104,937	24,191	860,066
1-Apr-10	5.00%	131,504	110,061	21,443	750,005
1-Oct-10	5.00%	240,000	221,199	18,801	528,806
1-Apr-11	5.00%	170,000	156,816	13,184	371,990
1-Oct-11	5.00%	130,000	120,675	9,325	251,315
1-Apr-12	5.00%	130,000	123,734	6,266	127,581
1-Oct-12	5.00%	<u>130,779</u>	<u>127,581</u>	<u>3,198</u>	
Totals		1,767,816	1,600,000	167,816	

Purchaser's Promissory Note to Seller shall include but not be limited to the following terms, described generally as follows:

- After the First Payment of \$50,000 at close of escrow, the Lincoln City Urban Renewal Agency shall make all payments semi-annually beginning April 1, 2006 as shown on the Payment Schedule.
- No interest on the principal balance shall be charged or accrue until April 1, 2007. Interest shall accrue at a rate of 3% beginning April 1, 2007 and 5% beginning April 1, 2009. Payment of interest is due beginning October 1, 2007 and continuing through October 2012. The interest calculation can be expressed as:

$$\frac{\text{Number of days}}{365 \text{ days}} \times 3 \text{ or } 5 \% \times \text{Principal Balance}$$

- Interest shall accrue only on the Principal Balance due, and there shall be no penalty assessed for payment of principal or interest made earlier than the scheduled dates.
- Any prepayment shall not relieve Purchaser from adhering to the initial payment schedule.

REAL ESTATE PROMISSORY NOTE

2800
Date of Note October 27, 2005
Principal Amount \$1,600,000
Promissor Lincoln City Urban Renewal Agency
Promissee Lincoln County School District

WESTERN TITLE & ESCROW CO. hereby certifies that this is a true and actual copy of the original.
By *[Signature]*
Escrow Officer

The Lincoln City Urban Renewal Agency (Promissor) promises to pay to the Lincoln County School District (Promissee) for the purchase of the Delake School property the sum of:

\$1,600,000 Dollars (One Million, Six Hundred Thousand Dollars)

1. Installment Payments

Payment shall be in installments of varying amounts as described in the Payment Schedule in Attachment 1 of this Promissory Note. Payment shall include interest on the principal balance as follows:

- A. Beginning with -0%- (zero percent) from October 27, 2005 until March 31, 2007;
- B. Interest of 3% (three percent) from April 1, 2007 through March 31, 2009;
- C. Interest of 5% from April 1, 2009 through October 1, 2012 or until paid in full.

2. First Payment

Promissor shall deposit the First Payment of \$50,000 (Fifty Thousand Dollars) in Escrow Account No. 21-0100805 held by Western Title & Escrow Company, 2015 NW 39th, Suite 100, Lincoln City, Oregon 97367. Upon the close of escrow for the Delake School property on October 27, 2005, Promissee shall receive as the First Payment on this Note the \$50,000 dollars deposited by Promissor.

3. Payment Due

Promissor shall make all payments according to the Payment Schedule until the whole sum, principal and interest, has been paid. Promissor may prepay any amount of principal or interest without penalty, and interest shall only accrue on the actual principal balance. Any prepayment shall not relieve Purchaser from adhering to the initial payment schedule.

4. Late Charges

In the event any payment is not received within 30 days of the due date, Promissee may charge 5% of the amount due or \$4000, whichever is less.

5. Default

In the event Promissor fails to make any required payment, Promissee may take any action at law or equity to recover its interest or enforce the provisions of this Note, including any rights to foreclosure under the deed of trust. However, nothing in this document shall prevent the parties from mutually agreeing to change any of the terms of this Promissory Note. Any change shall be in writing, approved by the Lincoln City Urban Renewal Agency and the Lincoln County School District, and attached hereto. The parties may also negotiate a new Promissory Note as may apply under the circumstances.

6. Security

Promissee acknowledges this Promissory Note is secured by a deed of trust on real property located at 540 NE Highway 101, Lincoln City, Oregon 97367 (Delake School).

7. Acknowledgement

Promissee agrees to the terms of this Promissory Note and by signing below, acknowledges delivery and receipt of a complete copy of this document and deed of trust.

8. Confirmation of date of First Payment

The parties closed the Western Title & Escrow Account No. 21-0100805 for the Delake School property on the 28th day of October, 2005. At closing, the initial \$50,000 of principal payment to Seller has occurred leaving the unpaid principal balance of this Note, as anticipated, \$1,550,000.

WR

Lincoln City Urban Renewal Agency

By *Wes Ryan*
Wes Ryan, Chair, Lincoln City
Urban Renewal Agency

Date *28 Oct 2005*

STATE OF OREGON)
)ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on *Oct. 28, 2005* (date) by
Wes Ryan, Chair, Lincoln City Urban Renewal Agency.

Lillian Hoover
Notary Public for Oregon
My commission expires: *10-31-07*



Approved as to form

Joan S. Kelsey
Joan S. Kelsey, City Attorney, Lincoln City

Lincoln County School District

Acknowledged [Signature] Date 10/29/05
Richard Belloni, Deputy
Lincoln County School District

STATE OF OREGON)
)ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on OCT. 28, 2005 (date) by
Richard Belloni, Deputy, Lincoln County School District.
[Signature]



Notary Public for Oregon
My commission expires: 10-31-07

Approved as to form
[Signature] 10/26/05
Kurt Carstens, Litchfield & Carstens LLP

Attachment I
Promissory Note

Payment Schedule

	<u>Date</u>	<u>Interest Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Balance</u>
						1,600,000
	27-Oct-05		50,000	50,000		1,550,000
	1-Apr-06	0	80,000	80,000		1,470,000
	1-Oct-06	0	80,000	80,000		1,390,000
	1-Apr-07	0	80,000	80,000		1,310,000
	1-Oct-07	3.00%	99,650	79,946	19,704	1,230,054
	1-Apr-08	3.00%	98,451	80,051	18,400	1,150,003
	1-Oct-08	3.00%	97,252	79,955	17,297	1,070,048
	1-Apr-09	3.00%	121,052	105,045	16,007	965,003
	1-Oct-09	5.00%	129,128	104,937	24,191	860,066
	1-Apr-10	5.00%	131,504	110,061	21,443	750,005
	1-Oct-10	5.00%	240,000	221,199	18,801	528,806
	1-Apr-11	5.00%	170,000	156,816	13,184	371,990
	1-Oct-11	5.00%	130,000	120,675	9,325	251,315
	1-Apr-12	5.00%	130,000	123,734	6,266	127,581
	1-Oct-12	5.00%	<u>130,779</u>	<u>127,581</u>	<u>3,198</u>	-
Totals			1,767,816	1,600,000	167,816	

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



W.T.E. 21-0100805-2

TRUST DEED

STATE OF OREGON,
County of _____ } ss.

Lincoln County School District
P.O. Box 1110
Newport, OR 9765
Lincoln City Urban Renewal Agency
P.O. Box 50
Lincoln City, OR 97367
Lincoln County School District
P.O. Box 1110
Newport, OR 97365

SPACE RESERVED FOR RECORDER'S USE

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

THIS TRUST DEED, made on October 29, 2005, between Lincoln City Urban Renewal Agency, as Grantor, Western Title & Escrow Company, as Trustee, and Lincoln County School District, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells, and conveys to trustee, in trust, with power of sale, the property in Lincoln County, Oregon, described as:

SEE ATTACHED AND INCORPORATED EXHIBIT A

WESTERN TITLE & ESCROW CO. hereby certifies that this is a true and actual copy of the original. By [Signature] Escrow Officer

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$1,550,000.00 One million five hundred fifty thousand dollars

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on October 1, 2012

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ Fair market value, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor fails for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied to the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Or association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized affiliate, agent or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 956.305 to 69. *WARNING: 12 USC 1701-3 regulates and may prohibit exercise of this option. **The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

Exhibit "C" Resolution No. UR 2005-05 Acquisition of Delake School



9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "persons or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.733 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever. (See attached and incorporated Exhibit B)

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):
 (a) primarily for grantor's personal, family or household purposes (see Important Notice below).
 (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions here apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary **MUST** comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

Wes Ryan
 Wes Ryan, Chair, Lincoln City Urban Renewal Agency

STATE OF OREGON, County of Lincoln) ss.

This instrument was acknowledged before me on _____ by _____

This instrument was acknowledged before me on October 28, 2005 by Wes Ryan

as Chair of Lincoln City Urban Renewal Agency



Wes Ryan
 Notary Public for Oregon
 My commission expires 10-31-07

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____ Trustee
 The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to _____

WITHD _____
 Do not lose or destroy this Trust Deed OR THE NOTE which it secures.
 Both should be delivered to the trustee for cancellation before reconveyance is made. _____ Beneficiary

EXHIBIT A

Lots 1 through 8 and Lots 12 through 19, Block 2, DELAKE, in the City of Lincoln City,
County of Lincoln and State of Oregon.

TOGETHER with that portion of Lake Drive which inured thereto by Vacation Order recorded
November 18, 1941 in Book 89, page 349, and also recorded July 7, 1927 in Book 115, page
349, Deed Records for Lincoln County, Oregon.

ALSO TOGETHER WITH that portion of vacated alley in said block which inured thereto on
that Order of Vacation recorded December 17, 1952, Book 155, page 469, Deed Records.

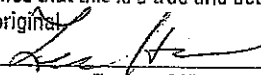
TOGETHER WITH an easement for a roadway as disclosed by instrument recorded December
17, 1952, Book 155, page 472, Deed Records.

EXHIBIT B

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 records.
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. Easements, 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 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.
6. The subject property is non-taxable for 2005-2006
Status: School Property
Levy Code: 412
Account No.: R401284
Tax Lot No.: 7-11-15-AB-15200
7. City liens, if any of the City of Lincoln City.
8. Regulations, including the power to acquire rights of way and easements, and to levy assessments of the Devil's Lake Water Improvement District.
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
Document No.: Book: 202 Page: 1261
Amended by instrument,
Recorded: December 8, 1989
Document No.: Book: 211 Page: 1675
10. Easements, if any, in vacated alley and vacated street area.
11. Reservation of a roadway as disclosed by instrument recorded December 17, 1934 in Book 155, page 467, Deed Records and instrument recorded August 23, 2005, Document No. 200513300, Lincoln County Records.
(Affects Lots 8 and 9)
12. An easement created by instrument, including the terms and provisions thereof,
Dated: November 7, 1966
Recorded: January 25, 1967
Document No.: Book 274, page 400
In favor of: Pacific Power and Light Company, a corporation,
For: transmission and distribution lines
13. An easement created by instrument, including the terms and provisions thereof,
Dated: May 28, 1970
Recorded: October 31, 1973
Document No.: Book 45, page 801
In favor of: The City of Lincoln City
For: sewer

After Recording, return to and Until
Further Notice Send Tax Statements to:
City of Lincoln City
P.O. Box 50
Lincoln City, OR 97367

WESTERN TITLE & ESCROW CO. hereby
certifies that this is a true and actual copy of
the original.

By 
Escrow Officer

WTE #21-0100805

WARRANTY DEED- STATUTORY FORM

LINCOLN COUNTY SCHOOL DISTRICT who acquired title as LINCOLN COUNTY SCHOOL BOARD, Grantor, conveys and warrants to LINCOLN CITY URBAN RENEWAL AGENCY, Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in Lincoln County, Oregon, to-wit:

Lots 1 through 8 and Lots 12 through 19, Block 2, DELAKE, in the City of Lincoln City, County of Lincoln and State of Oregon.

TOGETHER with that portion of Lake Drive which inured thereto by Vacation Order recorded November 18, 1941 in Book 89, page 349, and also recorded July 7, 1927 in Book 115, page 349, Deed Records for Lincoln County, Oregon.

ALSO TOGETHER WITH that portion of vacated alley in said block which inured thereto on that Order of Vacation recorded December 17, 1952, Book 155, page 469, Deed Records.

TOGETHER WITH an easement for a roadway as disclosed by instrument recorded December 17, 1952, Book 155, page 472, Deed Records.


The property is free of all encumbrances, except: See attached and incorporated Exhibit A.

The true consideration for this conveyance is: \$1,600,000.00 consisting of cash and secured note.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this ²⁸ day of October, 2005.

Exhibit "D"
Resolution No. UR 2005-05
Acquisition of Delake School


Richard Belloni, Deputy
Lincoln County School District

STATE OF OREGON)

COUNTY OF LINCOLN)

ss.

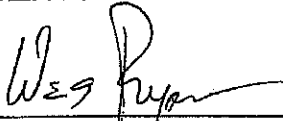
This instrument was acknowledged before me on October 28, 2005, by Richard Belloni, Deputy for the Lincoln County School District.




NOTARY PUBLIC FOR OREGON

My Commission Expires: 10-31-07

ACCEPTED BY:



Wes Ryan, Chair, Lincoln City Urban Renewal Agency

EXHIBIT A

Subject to:

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 records.
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. Easements, 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 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.
6. The subject property is non-taxable for 2005-2006
Status: School Property
Levy Code: 412
Account No.: R401284
Tax Lot No.: 7-11-15-AB-15200
7. City liens, if any of the City of Lincoln City.
8. Regulations, including the power to acquire rights of way and easements, and to levy assessments of the Devil's Lake Water Improvement District.
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
Document No.: Book: 202 Page: 1261
Amended by instrument,
Recorded: December 8, 1989
Document No.: Book: 211 Page: 1675
10. Easements, if any, in vacated alley and vacated street area.
11. Reservation of a roadway as disclosed by instrument recorded December 17, 1934 in Book 155, page 467, Deed Records and instrument recorded August 23, 2005, Document No. 200513300, Lincoln County Records.
(Affects Lots 8 and 9)
12. An easement created by instrument, including the terms and provisions thereof,
Dated: November 7, 1966
Recorded: January 25, 1967
Document No.: Book 274, page 400
In favor of: Pacific Power and Light Company, a corporation,
For: transmission and distribution lines
13. An easement created by instrument, including the terms and provisions thereof,
Dated: May 28, 1970
Recorded: October 31, 1973
Document No.: Book 45, page 801
In favor of: The City of Lincoln City
For: sewer

RESOLUTION NO. UR 2007-02

**A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY
APPROVING THE ACQUISITION OF PROPERTY IDENTIFIED AS 7-11-27 BA
TAX LOTS 11200 & 11202 LOCATED AT 3313 SW HIGHWAY 101 IN THE
NELSCOTT DISTRICT FOR THE PURPOSE OF REDEVELOPMENT AND
IMPLEMENTATION OF THE NELSCOTT COMMUNITY VISION PLAN AS
IDENTIFIED IN SECTION 600 OF THE YEAR 2000 URBAN RENEWAL PLAN**

WHEREAS, the a goal of the Lincoln City Urban Renewal Agency is to assist placing blighted properties in productive condition and utilized at their highest and best use; and

WHEREAS, the Agency goal for business and tourist related properties are to encourage expansion and development of business that will produce jobs for the people of Lincoln City; and

WHEREAS, the Agency shall install street furnishings, lighting fixtures, walking surfaces and landscaping; and

WHEREAS, the Nelscott Community Vision Plan identified projects for to enhance and improve the pedestrian use of this property;

NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. The recitals of this resolution are adopted as additional findings and incorporated herein in this section as if fully set forth.

Section 2. Projects anticipated for this parcel include future redevelopment and implementation of the Nelscott Community Vision Plan.

Section 3. Agency approves proposed acquisition of property as described in Exhibit A, attached hereto and incorporated by reference herein as if fully set forth.

Section 4. The Urban Renewal Agency directs staff to take any action necessary to implement this resolution. The City Manager of Lincoln City is authorized to sign the

1 agreement as shown in Exhibit A and to accept the property on behalf of the Urban
Renewal Agency.

2
3 **Section 5.** This resolution shall be deemed a minor amendment to the Year 2000
Urban Renewal Plan and a copy shall be placed in part 2 of the Plan.

4
5 **Section 6.** This resolution shall be effective as of the date of adoption.

6
7 **PASSED AND ADOPTED** by the Urban Renewal Agency of the City of Lincoln City
this 12th day of March, 2007.

8
9 
Rick Brissette, Chair

10
11 ATTEST:

12
13 
Cathy Steere, City Recorder

KURT OLSEN
Urban Renewal Director



City Hall
801 S.W. Hwy 101 • P.O. Box 50
Lincoln City, Oregon 97367
(541) 996-1003 FAX (541) 996-1241
E-Mail:kurt@lincolncity.org

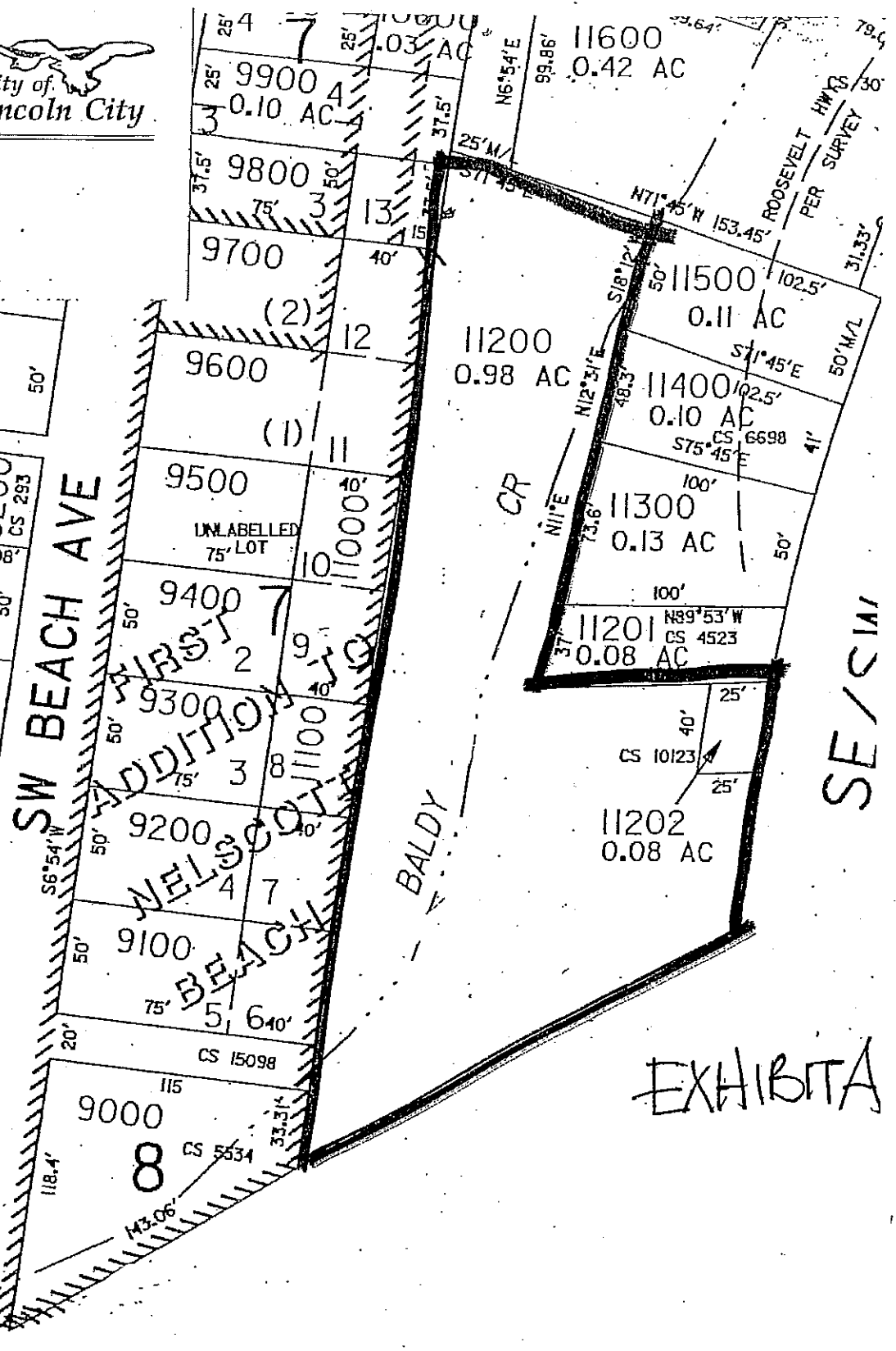
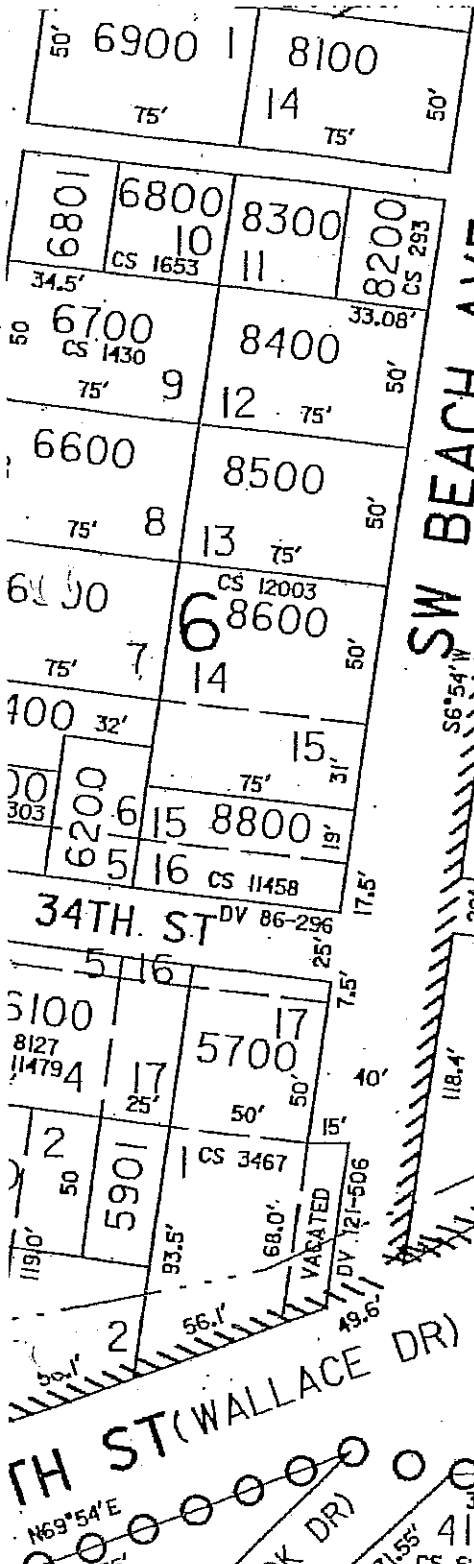


EXHIBIT A

Current Property Configuration
Tax Lots 11200 & 11202

**AGREEMENT FOR SALE OF REAL PROPERTY
BETWEEN
LINCOLN CITY URBAN RENEWAL AGENCY – DIMITRI and RUFINA
KOSHUBA**

This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ____ day of _____ 2007, by and between the Lincoln City Urban Renewal Agency, Oregon (Purchaser) and Dimitri and Rufina Koshuba (Seller).

Recitals

WHEREAS, Seller owns certain unimproved land identified as Lincoln County Assessor's Map No. 7-11-27 BA, Tax Lots 11200 and 11202 in the City of Lincoln City, County of Lincoln, State of Oregon,

WHEREAS, Seller desires to sell these two parcels of land more particularly described as set out in Exhibit A (Property) and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser is an urban renewal agency, a unit of local government of the State of Oregon; and

WHEREAS, Seller is willing to sell the Property to the Agency for \$285,000 dollars.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the Property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is \$285,000.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement;
and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller is not a "foreign person" and is not otherwise subject to back-up withholding of tax under Section 1445 of the Internal Revenue Code;

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability;

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing; and

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or

not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

5. Closing and Escrow Agent. Upon execution of this Agreement, or as soon thereafter as is reasonably convenient, the parties shall open an escrow with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title and Escrow Company, 2015 NW 39th Street, Suite 100, Lincoln City, OR 97367 (telephone: (541) 994-8928), on or before April 30, 2007 or as soon thereafter as is reasonably possible (hereinafter "Closing Date"). The costs of escrow and closing shall be born by Purchaser. Western Title and Escrow Company shall be the "Escrow Agent" hereunder.

6. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to closing, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Purchaser;

(c) Seller, as part of the closing, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof; and

7. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

8. Possession. Purchaser shall be entitled to possession immediately on closing.

9. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to either (a) recover Seller's actual damages (but not consequential damages) or (2) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

10. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this Agreement.

11. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

12. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
P.O. Box 50
Lincoln City, OR 97367

and to Seller at:
Dimitri and Rufina Koshuba
P.O. Box 880
Lincoln City, Oregon 97367

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

13. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

14. Sole Agreement. This Agreement constitutes the sole agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

15. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

16. Venue for Litigation; Governing Law. The parties agree that any litigation among the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18. Notices Required by Statute.
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 PERSONS'S RIGHTS, IF ANY UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

19. Brokerage Commissions. Both parties acknowledge that there have been no outside brokers, salespersons, finders, or consultants involved in this transaction. Each party, hereinafter referred to for purposes of this paragraph as "Indemnitor," agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all commissions or fees incurred by the Indemnitee to any such persons, and any

EXHIBIT A

associated costs, including, without limitation, attorneys' fees, arising out of the actions of the Indemnitator.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER: CITY OF LINCOLN CITY, OREGON

By: _____ Date: _____, 2006.
David Hawker, City Manager

SELLER: DIMITRI KOSHUBA

By: _____ Date: _____, 2006.
Title: _____

SELLER: RUFINA KOSHUBA

By: _____ Date: _____, 2006.
Title: _____

EXHIBIT A

Beginning at the intersection of the North line of Wallace Drive and the East line of Block 8, FIRST ADDITION TO NELSCOTT BEACH, Lincoln County, Oregon; thence Northeasterly along the North line of said Wallace Drive a distance of 200 feet, more or less, to the Westerly right of way line of the Oregon Coast Highway 101; thence northerly and along the said right of way line a distance of 99.3 feet to the Southeast corner of that certain tract of land conveyed to Bertha Elizabeth Reinart, et vir by deed recorded June 23, 1960 in Book 208, page 617, Deed Records for Lincoln County, Oregon; thence North 89° 53' West 100 feet; thence northerly and parallel to the Westerly line of said Highway 101, a distance of 37 feet to the W.W. Purvis tract described in deed recorded April 12, 1945 in Book 103, page 575, Deed Records for Lincoln County, Oregon; thence North 11° East and along the West line of said Purvis tract 73.6 feet to the Southwest corner of the R.E. Scott tract described in deed recorded November 4, 1941 in Book 89, page 311, Deed Records for Lincoln County, Oregon; thence North 12° 31' East and along the West line of said Scott tract, 48.3 feet to the Southwest corner of the J.W. Mitchell's tract described in deed recorded April 24, 1944 in Book 98, page 141, Deed Records for Lincoln County, Oregon; thence North 18° 12' East, 50 feet to the Northwest corner thereof; thence North 71° 45' West, a distance of 95.5 feet, more or less, to an intersection with the East line of

Lot 13, Block 7, FIRST ADDITION TO NELSCOTT BEACH; thence Southerly and along the Easterly line of said First Addition to Nelscott Beach to the point of beginning.

RESOLUTION NO. UR 2007-06

1
2 **A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY APPROVING**
3 **THE ACQUISITION OF PROPERTY IDENTIFIED AS 7-11-27 DD TAX LOTS 1002,**
4 **1100 & 1200 LOCATED AT 4900 BLOCK SE INLET AVENUE FOR THE PURPOSE**
5 **OF REDEVELOPMENT AS IDENTIFIED IN SECTION 600 OF THE URBAN**
6 **RENEWAL YEAR 2000 DEVELOPMENT PLAN**

7
8 **Recitals**

9 WHEREAS, the goal of the Lincoln city Urban Renewal Agency is to assist
10 placing blighted properties in productive condition and utilized at their highest and best
11 use; and

12 WHEREAS, the Agency goal for business and tourist related properties are to
13 encourage expansion and development of business that will produce jobs for the people
14 of Lincoln City; and

15 WHEREAS, the Agency continues to provide additional off-street parking to
16 accommodate current and future development; and

17 WHEREAS, the Agency's financial resources are to be leveraged to the
18 maximum extent with other public and private investment; and

19 WHEREAS, the Taft Redevelopment Plan identified projects to enhance and
20 improve the economic vitality of the Taft District;

21 **NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN RENEWAL**
22 **AGENCY, AS FOLLOWS:**

23 **Section 1.** The recitals of this resolution are adopted as additional findings and
24 incorporated herein in this section as if fully set forth.

25 **Section 2.** Projects anticipated for this property include Off-street parking and
26 possible mixed use redevelopment in support of the Taft Redevelopment Plan.

27 **Section 3.** Agency approves proposed acquisition of property described as 7-11-27
28 DD tax lots 1002, 1100 & 1200 located at 4900 Block SE Inlet Avenue. Exhibit A.

Section 4. The Urban Renewal Agency directs staff to take any action necessary to
implement this resolution. The City Manager of Lincoln City is authorized to sign the
agreement as shown in Exhibit B and to accept the property on behalf of the Urban
Renewal Agency.

Section 5. This resolution shall be deemed a minor amendment to the Urban
Renewal Year 2000 Development Plan

Section 6. This resolution shall be effective as of the date of adoption.

1 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City this 25th
2 day of June, 2007.

3 
4 Rick Brissette, Chair

5 ATTEST:

6 
7 Cathy Steere, City Recorder

EXHIBIT A

**7-11-27 DD Tax Lot 1002
(Metes and Bounds Description)**

A tract of land being a portion of that land described in Deed recorded May 12, 1995 in Book 299, Page 1079 of the Deed Records of Lincoln County, being in the Southeast quarter of Section 27 and the Northeast quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod on the Northerly right of way of Inlet Avenue, from which the most Easterly corner of Lot 4, Block 1 of the First Addition to Taft bears South 39 deg. 39' 26" West 89.97 feet; thence 40.93 feet along the arc of an 80.00 foot radius curve to the left, the chord of which bears South 65 deg. 17' 17" East 40.48 feet to a 5/8 iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the left, the chord of which bears North 68 deg. 38' 25" East 22.94 feet to a 5/8 inch iron rod on the Westerly right of way of South Jetty Avenue; thence North 0 deg. 00' 00" East 79.42 feet along said right of way to a 5/8 inch iron rod; thence South 39 deg. 22' 02" West 91.65 feet to a 5/8 inch iron rod, the place of beginning. Said tract lying North of that tract described in Warranty Deed to the Lincoln City Urban Renewal Agency recorded May 21, 1999 in Book 381, Page 2407, Film Records.

**7-11-27 DD Tax Lot 1100
(Metes and Bounds Description)**

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 235.65 feet to the initial point of this tract described as follows: Running thence North 157.1 feet; thence South 39 deg. 32' West 303 feet; thence South 50 deg. 28' East, a distance of 100 feet; thence North 39 deg. 32' East a distance of 181.8 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying within public roads and roadways.

ALSO EXCEPTING: Those portions described in deeds recorded January 30, 1984 in Book 147, Page 834 and recorded March 10, 1987, in Book 179, Page 2192, Microfilm Records of Lincoln County Oregon.

**7-11-27 DD Tax Lot 1200
(Metes and Bounds Description)**

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 392.75 feet; thence North 50 deg. 28' West a distance of 40 feet to the initial point of this tract, said point being on the Westerly boundary of roadway; running thence north 50 deg. 28' West, a distance of 160 feet; thence south 39 deg. 32' West, a distance of 213 feet to the East houndary of a roadway; thence south 50 deg. 28' East 160 feet to a roadway; thence North 39 deg. 32' East 213 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying within public roads and roadways.

EXHIBIT B

**AGREEMENT FOR SALE OF REAL PROPERTY
BETWEEN**

LINCOLN CITY URBAN RENEWAL AGENCY – JAMES O'ROAK

This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ____ day of _____ 2007, by and between the Lincoln City Urban Renewal Agency, Oregon (Purchaser) and James O'Roak (Seller).

Recitals

WHEREAS, Seller owns certain improved and unimproved land identified as Lincoln County Assessor's Map No. 7-11-27 DD, Tax Lots 1002, 1100 and 1200 in the City of Lincoln City, County of Lincoln, State of Oregon, located in the 4900 Block SE Inlet Avenue,

WHEREAS, Seller desires to sell these three parcels of land more particularly described as set out in Exhibit A (Property) and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser is an urban renewal agency a unit of local government of the State of Oregon; and

WHEREAS, Seller is willing to sell the Property to the Agency for \$400,000 dollars.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the Property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is \$400,000.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement;
and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller is not a "foreign person" and is not otherwise subject to back-up withholding of tax under Section 1445 of the Internal Revenue Code;

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability;

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing; and

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

5. Closing and Escrow Agent. Upon execution of this Agreement, or as soon thereafter as is reasonably convenient, the parties shall open an escrow with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title and Escrow Company, 2015 NW 39th Street, Suite 100, Lincoln City, OR 97367 (telephone: (541) 994-8928), on or before July 30, 2007 or as soon thereafter as is reasonably possible (hereinafter "Closing Date"). The costs of escrow and closing shall be born by Purchaser. Western Title and Escrow Company shall be the "Escrow Agent" hereunder.

6. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to closing, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Purchaser;

(c) Seller, as part of the closing, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof; and

7. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

8. Possession. Purchaser shall be entitled to possession immediately on closing.

9. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to either (a) recover Seller's actual damages (but not consequential damages) or (2) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

10. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this Agreement.

11. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

12. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
P.O. Box 50
Lincoln City, OR 97367

and to Seller at:
James O'Roak
Attn: Dennis Regen, CRS
3891 NW Highway 101
Lincoln City, Oregon 97367

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

13. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

14. Sole Agreement. This Agreement constitutes the sole agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

15. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

16. Venue for Litigation; Governing Law. The parties agree that any litigation among the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18. Notices Required by Statute.
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 PERSONS' RIGHTS, IF ANY UNDER ORS 197.352. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

19. Brokerage Commissions. Both parties agree all commissions or fees incurred will be paid by the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER: CITY OF LINCOLN CITY, OREGON

By: _____ Date: _____, 2007.
David Hawker, City Manager

SELLER: JAMES O'ROAK

By: _____ Date: _____, 2007.

Title: _____

EXHIBIT A
James F. O'Roak Parcels

7-11-27 DD Tax Lot 1002
(Metes and Bounds Description)

A tract of land being a portion of that land described in Deed recorded May 12, 1995 in Book 299, Page 1079 of the Deed Records of Lincoln County, being in the Southeast quarter of Section 27 and the Northeast quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod on the Northerly right of way of Inlet Avenue, from which the most Easterly corner of Lot 4, Block 1 of the First Addition to Taft bears South 39 deg. 39' 26" West 89.97 feet; thence 40.93 feet along the arc of an 80.00 foot radius curve to the left, the chord of which bears South 65 deg. 17' 17" East 40.48 feet to a 5/8 inch iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the left, the chord of which bears North 68 deg. 38' 25" East 22.94 feet to a 5/8 inch iron rod on the Westerly right of way of South Jetty Avenue; thence North 0 deg. 00' 00" East 79.42 feet along said right of way to a 5/8 inch iron rod; thence South 39 deg. 22' 02" West 91.65 feet to a 5/8 inch iron rod, the place of beginning. Said tract lying North of that tract described in Warranty Deed to the Lincoln City Urban Renewal Agency recorded May 21, 1999 in Book 381, Page 2407, Film Records.

7-11-27 DD Tax Lot 1100
(Metes and Bounds Description).

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 235.65 feet to the initial point of this tract described as follows: Running thence North 157.1 feet; thence South 39 deg. 32' West 303 feet; thence South 50 deg. 28' East, a distance of 100 feet; thence North 39 deg. 32' East a distance of 181.8 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying within public roads and roadways.

ALSO EXCEPTING: Those portions described in deeds recorded January 30, 1984 in Book 147, Page 834 and recorded March 10, 1987, in Book 179, Page 2192, Microfilm Records of Lincoln County Oregon.

7-11-27 DD Tax Lot 1200
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 392.75 feet; thence North 50 deg. 28' West a distance of 40 feet to the initial point of this tract, said point being on the Westerly boundary of roadway; running thence north 50 deg. 28' West, a distance of 160 feet; thence south 39 deg. 32' West, a distance of 213 feet to the East boundary of a roadway; thence south 50 deg. 28' East 160 feet to a roadway; thence North 39 deg. 32' East 213 feet to the place of beginning.
EXCEPTING THEREFROM that portion lying within public roads and roadways.

EXHIBIT III

AGREEMENT FOR SALE OF REAL PROPERTY BETWEEN

LINCOLN CITY URBAN RENEWAL AGENCY – JAMES O'ROAK

This Agreement for Sale of Real Property (Agreement) is made and entered into as of the ____ day of ____ 2007, by and between the Lincoln City Urban Renewal Agency, Oregon (Purchaser) and James O'Roak (Seller).

Recitals

WHEREAS, Seller owns certain improved and unimproved land identified as Lincoln County Assessor's Map No. 7-11-27 DD, Tax Lots 1002, 1100 and 1200 in the City of Lincoln City, County of Lincoln, State of Oregon, located in the 4900 Block SE Inlet Avenue,

WHEREAS, Seller desires to sell these three parcels of land more particularly described as set out in Exhibit A (Property) and Purchaser desires to purchase the Property; and

WHEREAS, Purchaser is an urban renewal agency a unit of local government of the State of Oregon; and

WHEREAS, Seller is willing to sell the Property to the Agency for \$400,000 dollars.

NOW, THEREFORE, in consideration of the covenants herein set forth and payments to be made as herein specified, it is mutually agreed by the parties hereto as follows:

1. Consideration. The price for which Seller agrees to sell the Property to Purchaser and which the Purchaser agrees to pay to Seller, subject to the terms hereof, is \$400,000.

2. Title. The Property is to be conveyed by statutory warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, and reservations in patents, herein referred to collectively as "Permitted Encumbrances." If by the closing date the Seller has failed to cause all liens and encumbrances, other than Permitted Encumbrances, to be removed or cured, Purchaser shall have the right either to:

(a) Purchase the Property subject to such "Additional Encumbrances" not removed or cured; or

(b) Terminate this Agreement.

3. Property Included. Seller shall leave on the premises, as part of the Property purchased, any shrubs, plants, and trees.

4. Purchaser Representations. Purchaser makes the following representations:

(a) Purchaser has all requisite authority and power to enter into this Agreement;
and

(b) Neither Purchaser's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any City, County, State, or Federal codes, ordinances, or other regulations.

5. Seller Representations. Seller makes the following representations:

(a) Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer, and convey all right, title, and interest in and to the Property in accord with this Agreement;

(b) Seller is not a "foreign person" and is not otherwise subject to back-up withholding of tax under Section 1445 of the Internal Revenue Code;

(c) Within Seller's knowledge, there is no suit, action, arbitration, or legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, affect the value of the Property, or subject an owner of the Property to liability;

(d) Within Seller's knowledge, there are no:

(i) Private rights which will result in the creation of any liens upon the Property securing an obligation to pay money;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material affect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws;

(e) There is no lease, license, permit, option, or right of first refusal which affects the Property or any portion thereof which will not be terminated by closing; and

(f) Seller knows of no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and knows of no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release or threatened release of any hazardous substance, pollutant, or contaminant into, upon, or over the Property or into or upon ground or surface water at the Property. Seller knows of no hazardous substance now or ever being stored on the property in underground tanks, pits, or surface impoundments.

Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations, Seller shall immediately give notice to Purchaser of those facts and information. If any of the foregoing representations ceases to be true before the close of escrow, Seller shall be obligated to remedy the problem before the close of escrow. If the problem is not remedied before the closing date, Purchaser or Seller may elect to terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property or Purchaser and Seller mutually may agree to defer the closing date until the problem has been remedied.

5. Closing and Escrow Agent. Upon execution of this Agreement, or as soon thereafter as is reasonably convenient, the parties shall open an escrow with Western Title and Escrow Company. The closing of the sale of the Property by Seller to Purchaser shall take place at the offices of Western Title and Escrow Company, 2015 NW 39th Street, Suite 100, Lincoln City, OR 97367 (telephone: (541) 994-8928), on or before July 30, 2007 or as soon thereafter as is reasonably possible (hereinafter "Closing Date"). The costs of escrow and closing shall be born by Purchaser. Western Title and Escrow Company shall be the "Escrow Agent" hereunder.

6. Closing Conditions. The obligations of the Purchaser hereunder shall be subject to the following conditions:

(a) If Purchaser elects, at its sole expense, to have a Level 1 Environmental Site Assessment conducted for the Property, the Assessment shall not identify any environmental conditions in connection with the Property that result in the Level 1 Assessment recommending, or Purchaser reasonably concluding it is prudent to conduct, further investigatory work in the form of a Level 2 Environmental Site Assessment;

(b) Prior to closing, Purchaser shall have received a title insurance company's report showing its willingness to insure title to the Property; and Purchaser, within 15 days after the closing, shall receive a standard form ALTA owner's title insurance policy in the amount of the purchase price insuring that as of the closing date Purchaser is the Fee Simple owner of the Property subject only to the usual printed exceptions, Permitted Encumbrances, and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof. The cost of providing the title insurance policy shall be born by Purchaser;

(c) Seller, as part of the closing, shall execute a statutory warranty deed conveying to Purchaser the land, subject only to Permitted Encumbrances and any Additional Encumbrances waived by Purchaser pursuant to Paragraph 2(a) hereof; and

7. Taxes. Real property taxes due, if any, shall be prorated between Purchaser and Seller as of the Closing Date.

8. Possession. Purchaser shall be entitled to possession immediately on closing.

9. Remedies. Time is of the essence of this Agreement. If Seller fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Seller's obligations, Purchaser shall have the right to either (a) specifically enforce this Agreement or (b) terminate this Agreement, whereupon this Agreement

shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof. If Purchaser fails to perform its obligations hereunder for any other reason than the nonfulfillment of the conditions precedent to Purchaser's obligations hereunder, Seller shall have the right to either (a) recover Seller's actual damages (but not consequential damages) or (2) terminate this Agreement, whereupon this Agreement shall terminate and be null and void and Purchaser and Seller shall have no further liability to each other on account hereof.

10. Waiver. Any waiver by either party of a breach of this Agreement shall not be construed as a waiver of any other breach of the same provision or of any other provision of this Agreement.

11. Attorney Fees. In the event that any proceeding or arbitration (including any bankruptcy proceeding) shall be brought to enforce, interpret, or rescind this Agreement, the parties agree the losing party shall pay, in addition to the costs and disbursements provided by statute, additional sums of money as a court or arbitrator at trial or upon appeal may adjudge reasonable for the prevailing party's attorney fees.

12. Notices. Any notices which may be required or permitted by the terms of this Agreement shall be given in writing and forwarded by regular United States mail to Purchaser at:

City of Lincoln City
c/o City Manager
P.O. Box 50
Lincoln City, OR 97367

and to Seller at:
James O'Roak
Attn: Dennis Regen, CRS
3891 NW Highway 101
Lincoln City, Oregon 97367

or at such other address or addresses as a party hereafter may designate by written notice in accord with this Paragraph.

13. Execution of Documents. The parties agree to execute all documents required to make this Agreement effective and binding on all of the parties.

14. Sole Agreement. This Agreement constitutes the sole agreement of the parties and may not be amended, modified, or terminated except by written agreement by all of the parties.

15. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

16. Venue for Litigation; Governing Law. The parties agree that any litigation among the parties of disputes arising under this Agreement shall be in the Lincoln County Circuit Court and the appellate courts of the State of Oregon. This Agreement

shall be construed according to the laws of the State of Oregon, without regard to conflict of laws provisions.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18. Notices Required by Statute.
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 PERSONS' RIGHTS, IF ANY UNDER ORS 197.352. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

19. Brokerage Commissions. Both parties agree all commissions or fees incurred will be paid by the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER: CITY OF LINCOLN CITY, OREGON

By: _____ Date: _____, 2007.
David Hawker, City Manager

SELLER: JAMES O'ROAK

By: _____ Date: _____, 2007.
Title: _____

EXHIBIT A
James F. O'Roak Parcels

7-11-27 DD Tax Lot 1002
(Metes and Bounds Description)

A tract of land being a portion of that land described in Deed recorded May 12, 1995 in Book 299, Page 1079 of the Deed Records of Lincoln County, being in the Southeast quarter of Section 27 and the Northeast quarter of Section 34, Township 7 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod on the Northerly right of way of Inlet Avenue, from which the most Easterly corner of Lot 4, Block 1 of the First Addition to Taft bears South 39 deg. 39' 26" West 89.97 feet; thence 40.93 feet along the arc of an 80.00 foot radius curve to the left, the chord of which bears South 65 deg. 17' 17" East 40.48 feet to a 5/8 inch iron rod; thence 24.13 feet along the arc of a 22.00 foot radius curve to the left, the chord of which bears North 68 deg. 38' 25" East 22.94 feet to a 5/8 inch iron rod on the Westerly right of way of South Jetty Avenue; thence North 0 deg. 00' 00" East 79.42 feet along said right of way to a 5/8 inch iron rod; thence South 39 deg. 22' 02" West 91.65 feet to a 5/8 inch iron rod, the place of beginning. Said tract lying North of that tract described in Warranty Deed to the Lincoln City Urban Renewal Agency recorded May 21, 1999 in Book 381, Page 2407, Film Records.

7-11-27 DD Tax Lot 1100
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 235.65 feet to the initial point of this tract described as follows: Running thence North 157.1 feet; thence South 39 deg. 32' West 303 feet; thence South 50 deg. 28' East, a distance of 100 feet; thence North 39 deg. 32' East a distance of 181.8 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying within public roads and roadways.

ALSO EXCEPTING: Those portions described in deeds recorded January 30, 1984 in Book 147, Page 834 and recorded March 10, 1987, in Book 179, Page 2192, Microfilm Records of Lincoln County Oregon.

7-11-27 DD Tax Lot 1200
(Metes and Bounds Description)

Beginning at the most Easterly corner of Lot 7, Block 1 First Addition to Taft, Lincoln County Oregon; running thence North 392.75 feet; thence North 50 deg. 28' West a distance of 40 feet to the initial point of this tract, said point being on the Westerly boundary of roadway; running thence north 50 deg. 28' West, a distance of 160 feet; thence south 39 deg. 32' West, a distance of 213 feet to the East boundary of a roadway; thence south 50 deg. 28' East 160 feet to a roadway; thence North 39 deg. 32' East 213 feet to the place of beginning.
EXCEPTING THEREFROM that portion lying within public roads and roadways.

1
2 RESOLUTION NO. UR 2008 - 07
3

4 **A RESOLUTION OF THE LINCOLN CITY URBAN RENEWAL AGENCY**
5 **ACCEPTING A DONATION OF LAND FROM THE TRUSTEES OF THE MARALYN**
6 **J. GERDES LIVING TRUST AND CONVEYING A RELATED EASEMENT AND**
7 **RESTRICTIVE COVENANT.**

8 WHEREAS, Henry G. Gerdes and Maralyn J. Gerdes, as trustees of the Maralyn J.
9 Gerdes Living Trust, dated June 22, 1988 (the "Trust"), have proposed a donation of land to the
10 Lincoln City Urban Renewal Agency; and

11 WHEREAS, the Agency has reviewed the proposed conveyance of the land and has
12 determined it is desirable to accept a conveyance of the land for public use and to convey an
13 related easement and restrictive covenant.

14 NOW, THEREFORE, BE IT RESOLVED BY THE LINCOLN CITY URBAN
15 RENWAL AGENCY, AS FOLLOWS:
16

17 **Section 1.** The Agency accepts the conveyance of the following described land by the
18 Trust to the Lincoln City Urban Renewal Agency:

19 Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County,
20 Oregon, EXCEPTING THEREFROM that portion conveyed to the State of
21 Oregon, by and through its State Highway Commission by Deed recorded
22 September 14, 1945, in Book 106, Page 320, Deed Records. Parcel II: Lot 19,
23 Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon. SUBJECT TO:
24 The rights of the public in and to that portion of the premises herein described
25 lying within the limits of roads, streets, or highways.

26 **Section 2.** The Agency approves the Donation Agreement attached hereto and
27 incorporated herein as if fully set forth, including the Deed set forth as Exhibit B, the Easement
28

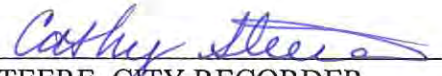
1 Agreement set forth as Exhibit C and the Restrictive Covenant set forth as Exhibit D.
2

3 **Section 3.** The Chair of the Urban Renewal Agency is authorized to sign the conveyance
4 of land, easement agreement, and related documents to complete the transaction, but shall not
5 indicate approval on the instrument conveying the land unless the Agency first has received a
6 satisfactory Level 1 Environmental Site Assessment for the land or the City Manager of the City
7 of Lincoln City has determined it is not necessary or desirable to seek a Level 1 Environmental
8 Site Assessment.

9 **Section 4.** This resolution shall be effective as of the date of its adoption.
10

11 PASSED AND ADOPTED by the Urban Renewal Agency of the City of Lincoln City
12 this 28th day of July 2008.

13
14 
15 RICK BRISSETTE, CHAIR

16
17
18 ATTEST: 
19 CATHY STEERE, CITY RECORDER
20 CITY OF LINCOLN CITY

AGREEMENT TO DONATE AND CONVEY REAL PROPERTY

(Henry G. Gerdes & Maralyn J. Gerdes, Trustees / City of Lincoln City Urban Renewal Agency)

THIS AGREEMENT TO DONATE AND CONVEY REAL PROPERTY (this "Agreement"), dated this _____ day of _____, 2008 (the "Effective Date"), is made between HENRY G. GERDES and MARALYN J. GERDES, as trustees of the MARALYN J. GERDES LIVING TRUST, dated June 22, 1988 ("Donor") and the LINCOLN CITY URBAN RENEWAL AGENCY, the urban renewal agency of the City of Lincoln City, a municipal corporation of the State of Oregon ("Donee").

RECITALS

A. Donor desires to donate and Donee desires to receive that certain real property located in the City of Lincoln City, County of Lincoln, State of Oregon, legally described in the attached Exhibit A (the "Property"), as public property (the "Donation") to be used in conformance with the Gateway Concept for Oceanlake Urban Renewal District. The parties envision the Property will be a public park-like setting, which may include some artistic sculptures or statues.

B. The Property is located in the subdivision plat known as Devil's Lake Park, Block 6, and contains Lots 1, 2, and 19. The lots are adjoining parcels. Lot 19 bears street address 1636 NW 21st Street, Lincoln City, Oregon 97367, and Property I.D. No. R235850. Lots 1 and 2 bear Property I.D. No. R198074 and no street address as of the Effective Date, and are generally located at the intersection of Highway 101 and NW 21st Street.

C. The northwest corner of Lot 1 contains an approximately 7.1 foot by 10.2 foot double-sided sign (the "Sign"). The Sign is not included in the Donation Property. Donor shall retain ownership of the Sign.

D. Donor desires to receive and Donee desires to grant to Donor an easement over that portion of Lot 1 of the Property sufficient to allow Donor to use and maintain the Sign as allowed by law (the "Easement"). The terms of the Easement are contained in the attached Exhibit C.

E. At the time of the Donation, the Property contains a community garden operated by Lincoln City Community Garden, an IRS registered non-profit community organization with EIN 20-4610898 (the "Garden"). The Garden utilizes approximately 1,174 square feet of growing space, comprised of nine 3 x 8 raised growing beds, twelve 4 x 10 raised growing beds, one 4.5 x 12 raised growing bed, one 10 x 10 raised growing bed, and one 18 x 18 raised growing bed. The Garden also contains one port-a-potty and one tool shed. The parties intend for the Garden to remain on the Property following the conveyance of the Donation.

F. Donee desires to declare a restrictive covenant over the Property sufficient to allow the Garden to remain on the Property in the same or expanded scope and condition as of the Effective Date so long as interest in the Lincoln City community in preserving the Garden continues (the "Covenant"). The terms of the Covenant are contained in the attached Exhibit D.

The terms of this Agreement are as follows:

AGREEMENT

- 1. Donation and Acceptance.** Donor agrees to donate and convey to Donee, and Donee agrees to accept from Donor, the Donation upon the terms and conditions set forth in this Agreement.
- 2. Conveyance.** Donor will convey fee title to the Property (excluding the Sign) to Donee by statutory bargain and sale deed using the form attached hereto in Exhibit B (the "Deed"). Donee shall convey an easement upon the Property to Donor by the Easement Agreement attached hereto in Exhibit C (the "Easement Agreement"). Donee shall subject the Property to a restrictive covenant by the Declaration of Restrictive Covenant attached hereto in Exhibit D (the "Covenant Agreement"). Upon closing, Donee shall simultaneously record the Deed, the Easement Agreement, and the Covenant Agreement in the real property records of Lincoln County, Oregon.
- 3. Title Review.** Within five (5) days of the Effective Date of this Agreement, Donee may, at its sole cost and expense, cause a title company of its choice to issue a title report for the Property (the "Title Report"). Donee shall have thirty (30) days from receipt of the Title Report to provide written objections to Donor of any unacceptable encumbrances contained in the Title Report (the "Notice of Objection"), or the Donee shall be deemed to have accepted the condition of title to the Property. Donor shall have ten (10) days from receipt of the Notice of Objection, if any, to provide Donee with assurances that any encumbrances listed in the Notice of Objection will be removed prior to the closing date. If Donor cannot or refuses to cause such encumbrances to be removed as set forth above, either party may terminate this Agreement and this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other.
- 4. Environmental Review.** Donee may, at no cost to Donor, order reasonable and appropriate environmental investigations in order to determine whether the Property is acceptable for public use. Donor shall provide access to the Property for Donee's agents and consultants for purposes of such investigation. To the extent permitted by law under the Tort Claims Act and Oregon Constitution, Donee shall indemnify Donor for any harm to it or its agents, employees, or contractors by the inspection or testing of the Property. Donee will provide Donor with copies of any reports prepared to satisfy this condition. If within thirty (30) days of the Effective Date of this Agreement, Donee determines in good faith that the Property is not suitable, Donee may terminate this Agreement and this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other.
- 5. Notices.** All notices required or permitted under this Agreement shall be in writing, and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Donor: Hank and Maralyn Gerdes
P.O. Box 67
Otis, OR 97368

With a copy to: Sindy M. Maher, Esq. & JoDee K. Keegan, Esq.
Dunn Carney Allen Higgins & Tongue LLP
851 SW 6th, Suite 1500
Portland, OR 97204

To Donee: Lincoln City Urban Renewal Agency
P.O. Box 50
Lincoln City, OR 97367

With a copy to: Joan S. Kelsey, Esq.
City Attorney, City of Lincoln City
P.O. Box 520
Tillamook, Oregon 97141

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in a manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

6. Closing.

a. Closing Date. Closing shall occur as of August 30, 2008, or as soon as possible after the Effective Date.

b. Costs. All real and personal property taxes shall be prorated between Donor and Donee as of the closing date. Donee shall pay the premium for the title insurance policy, all conveyance or excise taxes payable by reason of the conveyance of the Donation, all recording fees and charges, and all escrow fees and costs. Donee shall reimburse Donor for its actual reasonable attorney, professional, and consultant fees in connection with the Donation, but in no event to exceed TWO THOUSAND AND 0/100 DOLLARS (\$2,000.00). Donee shall pay its own attorney, professional, and consultant fees in connection with the Donation.

7. Condition of the Property. Donor shall leave on the Property, as part of the Donation, any in-ground shrubs, plants, and trees located upon the Property. The parties acknowledge and agree that the Property is being conveyed to Donee in its "AS IS, WHERE IS" condition with all faults and defects of any nature whatsoever, if any, subject to all permitted liens, encumbrances, covenants, conditions, restrictions and/or easements, if any (subject to the title review in Section 3 above) including zoning ordinances, building and use restrictions, and reservations in patents.

8. Donation Value. The parties acknowledge that Donor has information from the 2007-2008 tax rolls and current appraisals of the Property indicating that the real market value of the Property is not less than TWO HUNDRED TWENTY-TWO THOUSAND AND 0/100

DOLLARS (\$222,000.00). Donee shall not be required to assert any property valuation. This provision shall survive closing.

9. Property Name. The parties desire for the Property to be named after the Donor. Suitable names would be the "Hank and Maralyn Gerdes Park" or the "Hank and Maralyn Gerdes Community Garden," or very similar names that include the Donor's name. Donee agrees to use its reasonable best efforts to cause the Property to be named as set forth above. Provided, however, the Donee shall not be required to litigate if litigation would be necessary to cause the Property to be named after the Donor and the parties acknowledge that the official name of the Property, if any, shall be subject to all applicable laws regulating the naming of public property. The provisions of this Section 9 shall survive closing.

10. Further Actions of the Donee and Donor. Donee and Donor agree to execute all such reasonable instruments and documents without undue delay and shall use their reasonable best efforts to accomplish the closing and take all reasonable actions to consummate the Donation and acceptance thereof by the Donee pursuant to the provisions of this Agreement. The provisions of this Section 10 shall survive closing.

11. Legal and Equitable Enforcement of This Agreement. In the event closing and the consummation of the Donation contemplated herein do not occur by reason of any default by either party, each party's exclusive remedy against the other shall be the termination of this Agreement, all other claims to damage or other remedies being herein expressly waived. Upon such default, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other.

12. Drafting. The parties acknowledge that each has participated fully in the drafting of this Agreement and the exhibits attached hereto and that neither party shall be considered the drafter of any of the foregoing.

13. Broker Commission or Finder's Fee. Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement.

14. Entire Agreement. This Agreement, including any exhibits attached to it, is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here.

15. Waivers. No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

17. **Governing Law.** The parties expressly agree that this Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.

18. **Time of Essence.** The parties hereby acknowledge and agree that time is of the essence with respect to every term, condition, obligation, and provision.

19. **Recitals and Exhibits.** The recitals above are true and they, along with the exhibits attached hereto, are incorporated into and are a part of this Agreement.

20. **Notices Required by Statute.** 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. 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.

21. **Execution in Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all of the parties are not signatory to the original or the same counterpart

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DONOR:

MARALYN J. GERDES LIVING TRUST,
dated June 22, 1988

Henry G. Gerdes, Trustee
Date: _____

Maralyn J. Gerdes, Trustee
Date: _____

DONEE:

LINCOLN CITY URBAN RENEWAL AGENCY,
the urban renewal agency of the City of Lincoln City,
a municipal corporation of the State of Oregon

By: _____
Rick Brissette,
Chair, Lincoln City Urban Renewal Agency

Date: _____

Attest: _____
Cathy Steere, City Recorder
City of Lincoln City

Exhibit A

Legal Description of the Property

Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

Parcel II: Lot 19, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

Exhibit B

Donation Deed

(attach copy of deed here)

Exhibit C

Easement Agreement

(attach copy of Easement Agreement here)

Exhibit D

Declaration of Restrictive Covenant

(attach copy of Declaration of Restrictive Covenant here)

Exhibit A

Legal Description of the Property

Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

Parcel II: Lot 19, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

After Recording Return To:
Lincoln City Urban Renewal Agency
c/o City Recorder, City of Lincoln City
P. O. Box 50
Lincoln City, Oregon 97367

**Until a change is requested,
all tax statements shall be
sent to the following address:**
No Change

STATUTORY BARGAIN AND SALE DEED

HENRY G. GERDES and MARALYN J. GERDES, as trustees of the MARALYN J. GERDES LIVING TRUST, dated June 22, 1988 (collectively, "Grantor"), convey to the LINCOLN CITY URBAN RENEWAL AGENCY, a municipal corporation of the State of Oregon ("Grantee") the real property and all improvements thereon (except that certain double-sided sign located at the corner of Highway 101 and NW 21st Street) located in the County of Lincoln, City of Lincoln, State of Oregon, and further described by the legal description in the attached Exhibit A (the "Property"), subject to all liens, encumbrances, covenants, conditions, restrictions and/or easements, if any, which may appear in the public record as of the date this deed is delivered.

The true consideration for this conveyance is other than money (charitable donation).

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. 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.

DATED this _____ day of _____, 2008.

Accepted by:

LINCOLN CITY URBAN RENEWAL AGENCY

Rick Brissette, Chair
Lincoln City Urban Renewal Agency

Attest:

Cathy Steere, City Recorder
City of Lincoln City

Exhibit A

Legal Description of the Property

Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

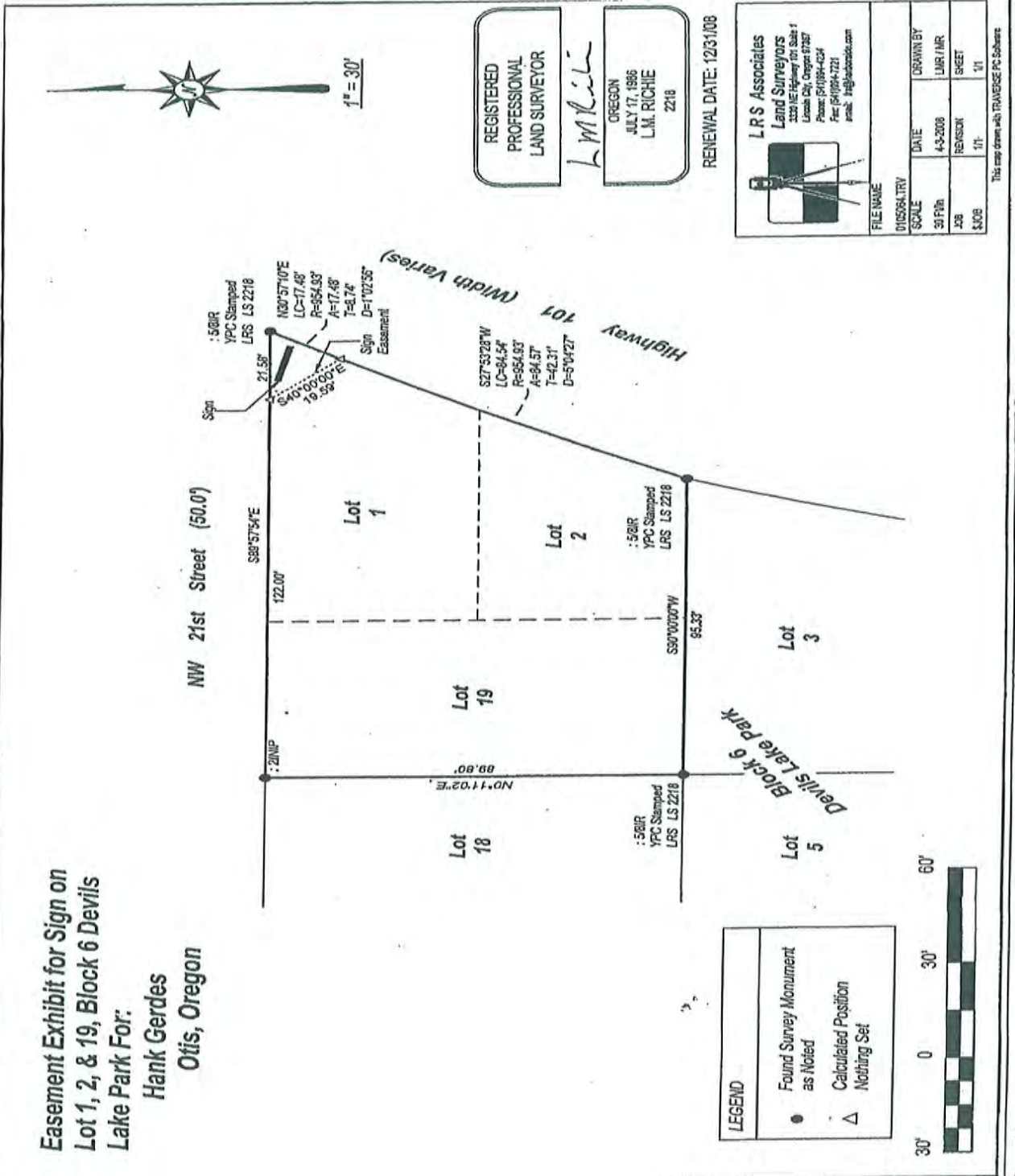
Parcel II: Lot 19, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

Exhibit C

Depiction of the Easement Area

Easement Exhibit for Sign on
 Lot 1, 2, & 19, Block 6 Devils
 Lake Park For:
 Hank Gerdes
 Otis, Oregon



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
L.M. Richie
 OREGON
 JULY 17, 1986
 L.M. RICHIE
 Z218

RENEWAL DATE: 12/31/08

LR S Associates
 Land Surveyors
 2201 NE Highway 101 Suite 1
 Clatsop City, Oregon 97127
 Phone: (503) 994-4224
 Fax: (503) 994-7221
 Email: info@lrsassociates.com

FILE NAME	D:\ISS\84.LTRY
SCALE	
DATE	4-3-2008
DRAWN BY	L.M.R.
JOB	REVISION
SHEET	1/1
\$JOB	

LEGEND

- Found Survey Monument as Noted
- Calculated Position
- △ Nothing Set



This map drawn with TRANSVERSE PC Software

After Recording Return To:
Lincoln City Urban Renewal Agency
c/o City Recorder, City of Lincoln City
P. O. Box 50
Lincoln City, Oregon 97367

Until a change is requested,
all tax statements shall be
sent to the following address:
No Change

EASEMENT AGREEMENT

DATED: _____, 2008

PARTIES:

Lincoln City Urban Renewal Agency, ("Grantor")
a municipal corporation of the State of Oregon
P. O. Box 50
Lincoln City, Oregon 97367

Henry G. Gerdes and Maralyn J. Gerdes, as trustees of the ("Grantee")
Maralyn J. Gerdes Living Trust, dated June 22, 1988
P.O. Box 67
Otis, OR 97368

RECITALS

A. Grantee owns that certain approximately 7.1 foot by 10.2 foot double-sided sign located upon the northwest corner of the real property located at the intersection of Highway 101 and NW 21st Street in the County of Lincoln, City of Lincoln, State of Oregon, with Property I.D. No. R198074, and legally described in the attached Exhibit A (the "Property"). The location of said sign is depicted on the attached Exhibit C (the "Sign").

B. Grantor owns the Property. The Property was transferred to Grantor as a charitable donation from Grantee for public purposes (the "Donation"). The Sign was excluded from the Donation of the Property.

C. Grantee desires an easement over the Property in the general vicinity of and including the physical location of the Sign (the "Easement Area"). The Easement Area is legally described in Exhibit B.

D. Grantor desires to grant an easement over, across, under, through and about the Easement Area to Grantee in accordance with the terms and conditions set forth in this Easement Agreement (this "Agreement").

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a permanent, non-exclusive easement over, across, upon, through, under, and about the Easement Area located on the Property for all uses associated with the use, operation, maintenance, repair, and replacement of the Sign, including without limitation, ingress and egress thereto. This grant shall include the right of Grantee and its related business entities, tenants, contractors, or employees permission to enter onto the Property for the purposes described above.

This Grant of Easement is subject to the right of reverter in Grantor; specifically, that at the end of the useful life of Grantee's Sign and whenever the Sign is caused to be removed or no longer exists nor lawfully exists on the Easement Area, the Easement granted herein shall revert to Grantor and terminate.

2. **Condition of Easement Area.** Grantor does not warrant or represent that the Easement Area is safe or suitable for the purpose for which it will be used under the terms of this Agreement. Grantee accepts the Easement "as is" without any representations or warranties, express or implied, as to the legal status of the Sign or the right or ability of Grantee to repair, maintain, or replace the Sign under applicable laws.

3. **Use of Easement.**

3.1 Grantor reserves for itself the right to use the Easement Area for purposes not inconsistent with Grantee's use of the Easement Area. This reservation includes but is not limited to the right to use the Easement Area for public improvement and public utility purposes including installing, constructing, repairing and maintaining new and existing public utilities, roads, and other public improvements provided such use does not interfere with the Sign. Inconsistent purposes include, but are not limited to, parking on, blocking, storage of equipment or material, or otherwise obstructing the Easement Area in such a manner that interferes with visibility of the Sign or Grantee's access thereto for the purposes described herein.

3.2. The parties shall exercise their respective rights under this Agreement in a manner that: (i) minimizes, to the extent reasonably practicable, any material interference with the use and occupancy of the Easement Area; and (ii) is in compliance with all applicable federal, state and local laws, rules, and regulations. Except as provided in Paragraph 3.1 for public improvements or public utilities, or as both parties otherwise specifically agree in writing, neither party shall construct or place any building or other

improvement on, over or about the Easement Area. This limitation on use shall not apply to any lawful use of the Sign.

4. Maintenance and Repair.

4.1 Obligation to Maintain the Easement Area. Grantor and Grantee shall be jointly obligated to maintain the Easement Area (but not the Sign) in good condition and repair in compliance with all applicable federal, state and local laws, rules, and regulations.

4.2 Cost of Repair and Maintenance of the Easement Area. The cost of repair and maintenance of the Easement Area shall be the responsibility of Grantor. If Grantor fails to reasonably maintain the Easement Area, after reasonable written notice, Grantee may cause such repair and maintenance to take place at the responsible party's cost. All costs related to the Sign shall be the responsibility of Grantee; provided, however, that any expenses incurred by damage to the Easement Area or to the Sign caused by Grantor, its agents, employees, or contractors shall be the sole responsibility of Grantor.

5. Insurance; Indemnification.

5.1 Grantee shall procure and maintain in full force and effect general public liability insurance and property damage insurance, on an occurrence basis, against claims for personal injury, death or property damage arising out of Grantee's use of the Easement Area and the Sign, such insurance to afford protection to a combined single limit of not less than \$1,000,000. Grantee shall name Grantor as an additional insured, indemnified party on the insurance policies. Grantee shall provide Grantor with certificates of such insurance from time to time upon written request to evidence that such insurance is in force.

5.2 Grantee hereby indemnifies, protects, defends and saves Grantor harmless for, from and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damages arising out of the use of the Easement Area or the Sign, by Grantee or Grantee's invitees, guests, or contractors, except to the extent caused by the gross negligence or willful misconduct of Grantor.

5.3 To the extent permitted under the Tort Claims Act and the Oregon Constitution, Grantor hereby indemnifies, protects, defends and saves Grantee harmless for, from and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damages arising out of the use of the Easement Area or the Sign, by Grantor or Grantor's invitees, guests or contractors, except to the extent caused by the gross negligence or willful misconduct of Grantee.

6. Real Property Taxes. Grantor shall pay that amount of real property taxes attributable to the Property pro-rated as of the date of recording of the deed transferring property

to Grantor and transferring the easement to Grantee. Grantee shall pay any real or personal property taxes attributable to the Easement and the Sign.

7. **No Mechanic's Liens.** Each party shall pay, when due, all claims for labor and materials furnished, or alleged to have been furnished, to, for, or on its behalf in connection with any work on the Easement Area that may be secured by any mechanic's or materialman's liens against any interest in the Easement Area. The party for whom the work is performed shall promptly cause any such liens that do attach to the Easement Area to be discharged.

8. **Mediation, Arbitration.**

8.1 In the event a controversy arises between the parties, the parties shall meet as soon as possible and attempt to resolve the issue in good faith. If the controversy is not resolved within ten (10) business days of the parties' first meeting, then either party may request a mediator for assistance in resolving the controversy. In the event such mediation does not resolve the controversy within ninety (90) days of submission (including non-resolution due to the inability of the parties to agree on a mediator), any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be resolved by arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in Lincoln City, Oregon, under the auspices and in accordance with the then-current Arbitration Rules of the American Arbitration Association or other mutually acceptable professional arbitration organization (The determination of the arbitration service shall be by the party initiating the claim in accordance with the rules of the particular arbitration service). The arbitration shall be held before a single arbitrator (unless otherwise agreed by the parties) and the decision of such arbitrator shall be final and binding upon the parties.

8.2 Any judgment upon the award rendered by such arbitration may be entered in the court having jurisdiction thereof in Lincoln County, Oregon.

9. **Agreement to Run with the Land.** The easement contained in this Agreement is set forth as a benefit, burden and right appurtenant to the Property, and the easement contained herein shall run with the land and shall be binding on and shall inure to the benefit and burden of the Property and the parties, and their respective heirs, successors, and/or assigns.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon.

11. **Entire Agreement; Integration.** This Agreement shall constitute the entire agreement between the parties regarding the easement and supersedes all prior understandings or representations, or agreements of any kind relating to the construction, improvements, maintenance, and enforcement of the obligations regarding the easement.

12. **Modification.** This Agreement shall be modified or additional obligations assumed only in a writing signed by the parties or their authorized representatives.

13. Notices. Any notice or report required under this Agreement shall be sent to the parties at the addresses set forth in the introductory language to this Agreement unless such addresses are changed by written notice to the other party. Any required notice shall be made in writing and shall be sent with postage prepaid by messenger, overnight courier service, or certified U.S. Mail, return receipt requested. All notices shall be deemed given upon the earlier of actual delivery or refusal of a party to accept delivery thereof.

14. No Representations or Warranties. Each party disclaims the making of any representations or warranties, express or implied, regarding the easement, and each party acknowledges that it is not relying upon any statement, representation, or warranty made by the other party or anyone acting on the other party's behalf concerning the easement.

15. No Partnership. This Agreement is not intended, nor shall it be construed, as constituting a partnership or joint venture between the parties, and except as specifically allowed under this Agreement, no party shall act as the agent of the other party, or be liable for the debts or obligations of the other party.

16. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any portion or portions hereof shall not affect the enforceability or validity of any other provisions or portion hereof.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one binding contract.

18. Attorney Fees to Prevailing Party. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees in arbitration, at trial, on petition for review, and on appeal.

19. Recitals and Exhibits. The Recitals above and the Exhibits attached hereto are true and are incorporated into and are a part of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement on the date indicated above.

GRANTOR:

Lincoln City Urban Renewal Agency, a municipal corporation of the State of Oregon

By: **Rick Brissette, Chair**

ATTEST:

Cathy Steere, City Recorder

GRANTEE:

MARALYN J. GERDES LIVING TRUST,
dated June 22, 1988

Henry G. Gerdes, Trustee

Maralyn J. Gerdes, Trustee

[Notarizations on following page]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument as the Chair of the Lincoln City Urban Renewal Agency, a municipal corporation of the State of Oregon.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Henry G. Gerdes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as a co-trustee of the Maralyn J. Gerdes Living Trust, dated June 22, 1988.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Maralyn J. Gerdes is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as a co-trustee of the Maralyn J. Gerdes Living Trust, dated June 22, 1988.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

Exhibit A

Legal Description of the Property

Parcel I: Lots 1 and 2, Block 6, DEVIL'S LAKE PARK, in Lincoln County, Oregon, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 14, 1945, in Book 106, Page 320, Deed Records.

SUBJECT TO: The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets, or highways.

Exhibit B

Legal Description of the Easement Area

Easement to be used for a steel post and wooden sign and its maintenance, located on a part of lot 1, block 6, plat of Devils Lake Park, and the perimeter of said easement being more particularly described as follows:

Beginning at a point on the north line of NW 21st St., 50 ft. wide, which is S89°57'54"E, 122.00 ft. from a 2" iron pipe marking the northwest corner of lot 19, in said block 6; thence, S40°00'00"E, 19.59 ft. to the westerly line of Highway 101; thence, northeasterly along a curve to the right, having a radius of 954.93', the long chord of which bears N30°57'10"E for 17.48 ft., an arc distance of 17.48 ft. to the south line of the above mentioned NW 21st St.; thence, N89°57'54"E, along said line, 21.58 ft. to the point of beginning.

After Recording Return To:
Lincoln City Urban Renewal Agency
c/o City Recorder
City of Lincoln City
P. O. Box 50
Lincoln City, Oregon 97367

**Until a change is requested,
all tax statements shall be
sent to the following address:**
No Change

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Covenant") is made this _____ day of _____, 2008, by the **Lincoln City Urban Renewal Agency**, a municipal corporation of the State of Oregon ("Grantor"), for the purpose of creating a restrictive covenant binding upon Grantor's real property located at the intersection of Highway 101 and NW 21st Street in the County of Lincoln, City of Lincoln, State of Oregon, legally described in the attached Exhibit A (the "Property"), for the benefit of the Lincoln City Community Garden, an IRS registered non-profit community organization with EIN 20-4610898 (the "Community Garden") and its Community Garden Successors (as defined below).

RECITALS

A. The Property was transferred to Grantor on _____, 2008 (the "Donation Date") as a charitable donation from Henry G. Gerdes and Maralyn J. Gerdes, as trustees of the Maralyn J. Gerdes Living Trust, dated June 22, 1988 (the "Donor") (the "Donation").

B. On the Donation Date, the Property contained a community garden operated by the Community Garden (the "Garden"). The Garden utilizes approximately 1,174 square feet of growing space, comprised of nine 3' x 8' raised growing beds, twelve 4' x 10' raised growing beds, one 4.5' x 12' raised growing bed, one 10' x 10' raised growing bed, and one 18' x 18' raised growing bed. The Garden also contains one portable toilet and one tool shed.

C. Grantor desires to declare a restrictive covenant over the Property sufficient to allow the Garden to remain on the Property in at least the same scope and condition as of the Donation Date so long as the Community Garden, including any similarly-purposed successor group or entity, remains interested in preserving and operating the Garden in accordance with the terms and conditions set forth in this Covenant.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Restrictive Covenant.** Grantor shall use the Property as public property and in conformance with the Gateway Concept for Oceanlake Urban Renewal District in Lincoln City, Oregon, as a public park-like setting, which may include some artistic sculptures or statues, and for no other purpose so long as this Covenant remains in effect. In addition, Grantor shall allow the Community Garden, or its successors, affiliates, or similarly-purposed organizations or entities (a "Community Garden Successor") to remain and operate the Garden on the Property "as is" in the same scope and condition at the Donation Date and utilizing no less than the square footage of growing space on the Property stated in the above Recitals unless and until either of the events described in Section 2 below operate to terminate this Covenant. The Garden or any successor organization must be a non-profit, tax-exempt organization whose purposes include gardening or related horticultural pursuit.

2. **Termination of Restrictive Covenant.** This Covenant shall remain in full force and effect unless and until either of the events described in this Section 2 occurs.

a. **Notice of Intent to Vacate.** If the Community Garden or a Community Garden Successor provides written notice to Grantor of its desire to vacate the Property and cease operation of the Garden, then this Covenant shall terminate and be of no further force or effect providing that Grantor, after good faith reasonable efforts (including notice to the public) for a period of at least twelve (12) months is unable to appoint a replacement Community Garden Successor to operate the Garden. If a replacement Community Garden Successor is appointed or volunteers within the above time period, this Covenant shall not terminate unless one of the terminating events described in this Section 2 subsequently occurs.

b. **Abandonment.** If the Community Garden or a Community Garden Successor actually physically abandons the Property and the Grantor provides written notice to the Community Garden or a Community Garden Successor (as appropriate) of Grantor's intent to terminate this Covenant if operation of the Garden is not resumed, then this Covenant shall terminate and be of no further force or effect if operation of the Garden is not thereafter resumed within twelve (12) months from the date of Grantor's notice. If operation of the Garden is resumed by a qualified Successor within the above time period, this Covenant shall not terminate unless one of the terminating events described in this Section 2 subsequently occurs.

3. **Agreement to Run with the Land.** The restrictions contained in this Covenant are set forth as benefits, burdens and rights appurtenant to the Property, and shall run with the

[Signatures on following page]

IN WITNESS WHEREOF, this Covenant has been executed on the date indicated above.

GRANTOR:

LINCOLN CITY URBAN RENEWAL AGENCY, a municipal corporation of the State of Oregon

By: Rick Brissette, Chair

ATTEST: Cathy Steere, City Recorder
City of Lincoln City

Accepted By:

COMMUNITY GARDEN:

LINCOLN CITY COMMUNITY GARDEN

JoDana Bright Taylor, its authorized agent

[Notarizations on following pages]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument as the Chair of the of the City of Lincoln City Urban Renewal Agency, a municipal corporation of the State of Oregon.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that JoDana Bright Taylor is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as the duly authorized agent of the Lincoln City Community Garden.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

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RESOLUTION NO. UR 2009-07

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE
CITY OF LINCOLN CITY, OREGON APPROVING AN
AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN**

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") has prepared the Amended and Restated Year 2000 Development Plan (the "Amended Plan") and the Report Accompanying the Amended Plan (the "Report"); and

WHEREAS, the Amended Plan would amend the Agency's Year 2000 Development Plan (the "Original Plan") to: include an economic development assistance program; delete the last date to issue bonds in the Original Plan, but retain the last date to collect tax increment revenues; modernize the Original Plan, deleting unnecessary provisions, including provisions from previously authorized amendments, and updating the Original Plan to incorporate current statutory provisions, including conforming to the substantial amendment definition in the statutes; and clarify that the Agency can continue to do projects after it stops collecting tax increment revenues; and

WHEREAS, the Amended Plan and Report have been prepared in conformance with ORS Chapter 457 and with public involvement in all stages of the development of the Amended Plan; and

WHEREAS, the Lincoln City Planning Commission has reviewed the Amended Plan and Report and found that the Amended Plan conforms to the City's Comprehensive Plan; and

WHEREAS, the Amended Plan was forwarded to the governing body of each affected taxing district, the Agency has consulted and conferred with such taxing districts; and the Agency has not received any written recommendations from these districts; and

WHEREAS, the Amended Plan does not increase the maximum indebtedness of the original plan or increase the land area of the original plan so the amendment does not jeopardize the Agency's ability to impose a special levy; and

WHEREAS, the area of the Amended Plan is entirely within the boundaries of the City of Lincoln City (the "City") so the Agency does not need to seek authorization from other municipalities to approve the Amended Plan; now, therefore,

BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON, as follows:

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Section 1. Forwarding Amended Plan. The Agency hereby directs Agency staff to forward the Amended Plan and Report to the City Council of the City for approval.

Section 2. Effective Date. This resolution shall be effective upon its adoption.

ADOPTED this 13th day of July 2009.

URBAN RENEWAL AGENCY OF THE CITY OF
LINCOLN CITY, OREGON

BY 
RICK BRISSETTE, CHAIR

Attachments:

- Exhibit A: Amended and Restated Year 2000 Development Plan
- Exhibit B: Amended and Restated Report Accompanying the Year 2000 Development Plan Amendment



00019433200900130862432438

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



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.

(A) Name(s) of the transaction(s) described in the attached instrument:

Ordinance No. 2009-10: A Non-Emergency Ordinance Of The City Of Lincoln City Making Findings Related To An Amended And Restated Year 2000 Development Plan, Approving The Amended Plan, And Directing That Notice Of Approval Be Published.

(B) Names Associated With the Transaction:

City Of Lincoln City

(C) The person authorized to receive the instrument after recording, as provided by ORS 205.180(4) and 205.238 is:

Cathy Steere, CMC
Administration
City of Lincoln City
PO Box 50
Lincoln City, OR 97367

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ORDINANCE NO. 2009-10

A NON-EMERGENCY ORDINANCE OF THE CITY OF LINCOLN CITY MAKING FINDINGS RELATED TO AN AMENDED AND RESTATED YEAR 2000 DEVELOPMENT PLAN, APPROVING THE AMENDED PLAN, AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") has prepared and has forwarded to the City Council for its approval the Amended and Restated Year 2000 Development Plan (the "Amended Plan") and the Report Accompanying the Amended Plan (the "Report"); and

WHEREAS, the Amended Plan would amend the Agency's Year 2000 Development Plan (the "Original Plan") to: include an economic development assistance program; delete the last date to issue bonds in the Original Plan, but retain the last date to collect tax increment revenues; modernize the Original Plan, deleting unnecessary provisions, including provisions from previously authorized amendments, and updating the Original Plan to incorporate current statutory provisions, including conforming to the substantial amendment definition in the statutes; and clarify that the Agency can continue to do projects after it stops collecting tax increment revenues; and

WHEREAS, the Amended Plan and Report have been prepared in conformance with ORS Chapter 457 and with public involvement in all stages of the development of the Amended Plan; and

WHEREAS, the Lincoln City Planning Commission has reviewed the Amended Plan and Report and by motion found that the Amended Plan conforms to the City's Comprehensive Plan; and

WHEREAS, the Amended Plan was forwarded to the governing body of each affected taxing district, the Agency has consulted and conferred with such taxing districts; and the City Council has not received any written recommendations from these districts; and

WHEREAS, the City has held a hearing on the Amended Plan and Report after publishing notice of the hearing and mailing notice of the hearing as provided in ORS 457.120; and

WHEREAS, pursuant to ORS 457.095, City Council has considered any public testimony on the Amended Plan and Report, the materials provided by the Agency, and any Planning Commission recommendations; and

WHEREAS, the Amended Plan does not increase the maximum indebtedness of the original plan or increase the land area of the original plan so the amendment does not jeopardize the Agency's ability to impose a special levy; and

WHEREAS, the area of the Amended Plan is entirely within the boundaries of the City of Lincoln City (the "City") so the Agency does not need to seek authorization from other municipalities to approve the Amended Plan; and

1 THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:

2 **Section 1.** Determinations and Findings. In support of its approval of the Amended Plan, the
3 City determines and finds:

- 4 1. The Area is blighted as described in Section II of the Report.
- 5 2. The rehabilitation and redevelopment outlined in the Amended Plan is necessary to
6 protect the public health, safety or welfare of the City as described in Section VI of
7 the Report.
- 8 3. The Amended Plan conforms to the City's Comprehensive Plan, as a whole, and
9 provides an outline for accomplishing the urban renewal projects the Amended Plan
10 proposes as described in the Staff Report accompanying this non-emergency
11 ordinance.
- 12 4. Section 604 of the Amended Plan requires that, if the Agency acquires land that
13 results in displacement, provision will be made to house displaced persons within
14 their financial means and in accordance with ORS 35.500 to 35.530 and, except in
15 the relocation of elderly individuals or individuals with disabilities, without
16 displacing on priority lists persons already waiting for existing federally subsidized
17 housing.
- 18 5. Any acquisition of real property under the Amended Plan will only be
19 accomplished if it is necessary as provided in Sections 601, 602-B and 602-C of the
20 Amended Plan.
- 21 6. The adoption and carrying out of the Amended Plan is economically sound and
22 feasible as described in Sections VII and VIII of the Report.
- 23 7. There are no activities prescribed to the City by the Amended Plan.

24 **Section 2.** Incorporation by Reference. The Amended Plan, attached as Exhibit A, the Report,
25 attached as Exhibit B, are incorporated in this non-emergency ordinance reference and have been
26 relied on by the City Council in making the findings and determinations in Section 1.

27 **Section 3.** Approval and Direction. The Council hereby:

- 28 1. Approves the Amended Plan and Report, pursuant to the provisions of ORS 457.
2. Directs the City Recorder to publish notice of the adoption of this non-emergency
ordinance and the provisions of ORS 457.135 in accordance with the requirements of ORS 457.115
no later than four days following the adoption of this non-emergency.
3. Directs the City Recorder to send a copy of this non-emergency ordinance to the
Agency pursuant to ORS 457.125.
4. Directs the Agency to record a copy of this non-emergency ordinance approving the
Amended Plan with the Recording Officer of Lincoln County, Oregon, pursuant to ORS 457.125.

1 5. Directs the Agency to send a copy of the approved Amended Plan and Report to the Lincoln
2 County assessor.

3 First Reading: July 13, 2009

4 Second Reading: July 27, 2009

5
6 CITY OF LINCOLN CITY, OREGON

7
8 By Lor Hollingsworth
9 LOR HOLLINGSWORTH, MAYOR

10
11 ATTEST:

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13 By Cathy Steere
14 CATHY STEERE, CITY RECORDER

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19 Attachments:

20 Exhibit A: Amended and Restated Year 2000 Development Plan

21 Exhibit B: Amended and Restated Report Accompanying the Year 2000 Development Plan
22 Amendment

23 Exhibit C: Mailed Notice

24 Exhibit D: Letter to Overlapping Taxing Districts

Exhibits for Ordinance No. 2009-10 are available upon request from the City Recorder or the Urban Renewal office: 541-996-1095

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RESOLUTION NO. UR 2014-02

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN CITY, OREGON APPROVING A MINOR AMENDMENT TO THE YEAR 2000 PLAN, DIRECTING STAFF TO COMMENCE WITH REVENUE SHARING IN JULY 2014 AND DIRECTING STAFF TO PROCEED WITH PREPARATION OF A SUBSTANTIAL AMENDMENT TO THE YEAR 2000 PLAN

WHEREAS, the Urban Renewal Agency of the City of Lincoln City (the "Agency") has prepared a Minor Amendment to the Amended and Restated Year 2000 Development Plan (the "Year 2000 Plan"); and

WHEREAS, the Minor Amendment attached to this Resolution as Exhibit A would amend the Year 2000 Plan to extend the last date to issue debt from June 30, 2014 to June 30, 2024, to extend the date to take division of taxes to June 30, 2024, to add language to the Year 2000 Plan to include the potential of assisting in the development of workforce housing, and to make other modernizing changes to the Year 2000 Plan as necessary; and

WHEREAS, these actions are all minor amendments as specified in Section 1200 - Future Amendments to the Plan as all amendments that do not add land in excess of 1% of the area in July 2009 and do not increase the maximum indebtedness of the Plan are considered minor amendments; and

WHEREAS, a minor amendment requires approval by the Agency by resolution; and

WHEREAS, the Agency desires to institute revenue sharing in July 2014 through an under levy of tax increment revenues as provided in ORS 457.455(1), with approximately 80% of the tax increment revenues being returned to the impacted taxing districts and the remaining approximately 20% being distributed to the urban renewal agency; and

WHEREAS, the Agency desires to direct staff to proceed with preparation of a substantial amendment to adjust the boundary to include additional parcels to the Year 2000 Plan boundary to provide for development of underdeveloped areas in Lincoln City and to make other changes to the Year 2000 Plan as necessary to implement the projects for the property to be added; and

WHEREAS, the Minor Amendment has been prepared in conformance with the requirements of the Year 2000 Plan and ORS 457; and

WHEREAS, the Agency consulted and conferred with the taxing districts regarding the revenue sharing provision through an under levy and notified them of the January 27, 2014 meeting to discuss the issue with the Agency; and the Agency has not received any written recommendations from these districts; and

1 BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF THE CITY OF LINCOLN
2 CITY, OREGON, as follows:

3
4 **Section 1.** Approval of Minor Amendment. The Agency hereby approves the Minor
5 Amendment attached hereto as Exhibit A, which amends the Year 2000 Plan, Section
6 701, to extend the last date to issue debt to June 30, 2024 and extend the last date to
7 take division of taxes to June 30, 2024, and Section 600, Project 19 Economic
8 Development, to include the potential of assisting in the development of workforce
9 housing, and makes other housekeeping changes to the Year 2000 Plan.

10
11 **Section 2.** Revenue Sharing through an Under Levy. The Agency hereby directs
12 Agency staff to institute revenue sharing through an under levy as allowed in ORS
13 457.455(1) starting in Tax Year 2014-2015, with approximately 80% of the tax
14 increment revenues being returned to the impacted taxing districts and the remaining
15 approximately 20% being distributed to the Agency.

16
17 **Section 3.** Substantial Amendment. The Agency hereby directs Agency staff to
18 proceed with preparation of a substantial amendment to adjust the boundary to include
19 additional parcels to the Year 2000 Plan boundary to provide for development of
20 underdeveloped areas in Lincoln City and to make other changes to the Year 2000 Plan
21 as necessary to implement the projects for the property to be added.

22
23 **Section 4.** Effective Date. This resolution shall be effective upon its adoption.


24
25 ADOPTED this 10th day of February, 2014.

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27
28 URBAN RENEWAL AGENCY OF THE CITY
29 OF LINCOLN CITY, OREGON

30
31
32 BY 

Roger Sprague, Chair

33
34 ATTEST:

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36 
37 Cathy Steere, City Recorder

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39 Attachment:

40 Exhibit A: Proposed Minor Amendment to Year 2000 Plan
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1 Exhibit A: Amendments to Plan and Report

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3 List of Amendments in the 2014 Minor Amendment to Lincoln's City's Year 2000 Plan
4 (Plan). Deletions are shown in ~~crossout~~, additions in *italics*.

5
6 1) Section 701

7 The Agency shall not issue indebtedness which matures after June 30, ~~2014~~ 2024, if
8 the indebtedness is payable from tax increment revenues of the Area. The division of
9 taxes and the tax increment financing process described in ORS 457.420 through
10 457.450, shall be terminated not later than June 30, ~~2014~~ 2024, which is the end of the
11 *twenty-thirty-fifth (25th 35th)* fiscal year of collecting tax increment after the City
12 Council's approval of this Original Plan, unless the division of taxes and the tax
13 increment process must be extended to pay previously issued indebtedness. Provided,
14 however, the Agency may terminate the tax increment collection process earlier should
15 all indebtedness of the Agency be retired earlier.

16
17 The Agency will finance the Plan, and the projects undertaken with respect to the Plan,
18 through tax increment financing, including division of taxes ~~and special levy~~, as
19 authorized by the Oregon Constitution and ORS Chapter 457. The ad valorem taxes, if
20 any, levied by a taxing district in which all or a portion of an Area is located, shall be
21 divided as provided in section 1c, Article IX of the Oregon Constitution, and

22 ORS 457.420 to 457.460.

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25 2) Section 600 Project 19. Economic Development

26 *(c) Within the funding limitations of the Agency, partner in development of*
27 *Workforce Housing in the Area.*
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29
30 3) Modernize the Plan, including adding reference to the 2009 amendment to the
31 Plan at the beginning of the Plan.
32

1 Amendments to the Report on Lincoln's City's Year 2000 Plan (Report). Due to the
2 2014 Minor Amendment

3 **SECTION VII. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES**
4 **REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL**
5 **BE RETIRED**
6

7 Table 15 is replaced with the following table. This table shows the anticipated 20% of
8 tax increment revenues allocated to the Agency through the use of an under levy. It
9 indicates the potential placement of a bonds of approximately \$4 million in 2014 and \$3
10 million 2017, showing the debt service payments for the bonds, allowing the Agency to
11 reach its maximum indebtedness of \$43 million in FY2023/24. The bond amounts may
12 be adjusted depending on what makes the most economic sense at the time of bond
13 placement.
14

15 Table 15 shows that the anticipated revenues are sufficient to cover the debt service
16 payments for new debt even with the under levy. The table indicates that this funding is
17 expected to terminate in FY 2023/24.
18

19 **SECTION VIII. FINANCIAL ANALYSIS OF THE PLAN**
20

21 Table 16 indicates the estimated tax increment revenues to the Agency after the under
22 levy. Table 16 supplements Table 16 of the existing Report.

Table 15 - Tax Incremental Revenues with Under Levy

CITY OF LINCOLN CITY																				
URBAN RENEWAL FINANCING																				
DEBT SERVICE FUND																				
Projected																				
2014-15																				
2020-2021																				
	\$	500,000	\$	510,000	\$	520,200	\$	530,604	\$	541,216	\$	552,040	\$	563,081	\$	574,343	\$	585,830	\$	597,546
PRIOR TAXES		125,000				25,000														
Total Taxes	\$	625,000	\$	610,000	\$	570,200	\$	555,604	\$	566,216	\$	577,040	\$	588,081	\$	599,343	\$	610,830	\$	622,546
RELEASE OF BOND RESERVES																				
INTEREST	\$	4,000	\$	3,000	\$	2,000	\$	2,000	\$	2,000	\$	2,000	\$	2,000	\$	2,000	\$	2,000	\$	2,000
TOTAL REVENUES	\$	629,000	\$	613,000	\$	572,200	\$	557,604	\$	568,216	\$	579,040	\$	590,081	\$	601,343	\$	612,830	\$	624,546
EXPENDITURES:																				
EXISTING DEBT																				
NEW DEBT: (DECEMBER)																				
SERIES 2002 (5M)																				
SERIES 2003 (3M)																				
SERIES 2004 (5M)																				
Series 2014	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000
Series 2017																				
Du Jour Financing																				
BOND RESERVES																				
TOTAL EXPENDITURES	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000	\$	1,076,000
EXCESS REVENUE (EXPENDITURES)	\$	(447,000)	\$	(463,000)	\$	(503,800)	\$	(518,396)	\$	(518,396)	\$	(518,396)	\$	(518,396)	\$	(518,396)	\$	(518,396)	\$	(518,396)
BEGINNING FUND BALANCE	\$	2,200,021	\$	1,753,021	\$	1,290,021	\$	786,221	\$	267,825	\$	282,041	\$	307,081	\$	343,163	\$	390,506	\$	449,335
ENDING FUND BALANCE	\$	1,753,021	\$	1,290,021	\$	786,221	\$	267,825	\$	282,041	\$	307,081	\$	343,163	\$	390,506	\$	449,335	\$	519,881

Source: City of Lincoln City

SECTION IX. IMPACT OF THE TAX INCREMENT FINANCING UPON ALL ENTITIES LEVYING TAXES UPON PROPERTY IN THE URBAN RENEWAL AREA

The following information will replace Table 17 in the existing Report. The projected impacts to the taxing districts for FY 2013/14 are shown in Table 17, below. These numbers will vary on an annual basis due to additional assessed value being added in the urban renewal area. However, it is the intent of the Agency, through under levy provisions, to only take approximately 20% of any increased tax increment. The remaining 80% (approximately) will go to the taxing districts. The table shows both the 20% to the Agency and the 80% to the taxing district for FY 2013/14.

Table 17 – Estimated Impacts to Taxing Districts FY 2013/14

Taxing District	Total Operating		With/out		Difference	Less Bonds		Net	80%
	With UR	UR	With/out UR	UR		Prior			
ESD	0.3049	400,021	463,847	1,027,669	63,826	1,027,669	822,135	205,534	
OCCC	0.1757	230,514	267,294	63,826	36,780	63,826	51,061	12,765	
Lincoln City	4.0996	5,068,665	5,926,855	858,190	-	858,190	29,424	7,356	
Lincoln County Animal	0.1100	144,317	167,344	23,027	-	23,027	18,422	4,605	
N L Fire	0.822	1,078,442	1,250,516	172,074	(30,082)	141,992	113,594	28,398	
L Co General	2.8202	3,700,027	4,290,394	590,367	590,367	590,367	472,294	118,073	
L Co Extension	0.0451	59,170	68,611	9,441	-	9,441	7,553	1,888	
NL Health District	0.5184	680,127	788,646	108,519	108,519	108,519	86,815	21,704	
L Co Transportation	0.0974	127,786	148,175	20,389	20,389	20,389	16,311	4,078	
DLWID - In	0.2499	71,339	71,858	519	519	519	415	104	
DLWID - Out	0.1280	99,256	125,785	26,529	-	-	-	-	
			UR Lew	2,937,330	(30,082)	2,907,248	2,325,798	581,450	

Source: City of Lincoln City

1 ADOPTED this 8th day of May, 2017.

2 URBAN RENEWAL AGENCY OF THE CITY OF
3 LINCOLN CITY, OREGON

4
5 BY Judy Casper
6 Judy Casper, Vice Chair

7 ATTEST:

8
9 Cathy Steere
10 Cathy Steere, City Recorder

11
12
13
14 Attachment:

15
16 Exhibit A: Proposed Minor Amendment to Year 2000 Plan
17

Exhibit A

1
2
3
4
5
6
7
8
9
10

The Amended and Restated Year 2000 Development Plan (the “Plan”) is amended as follows:

The 2nd paragraph of Section 701, Page 27 reads: “The division of taxes...shall be terminated not later than June 30, **2014**, which is the end of the thirty-fifth (35th) fiscal year.”

The correction of Section 701, Page 27 shall be: “The division of taxes...shall be terminated not later than June 30, **2024**, which is the end of the thirty-fifth (35th) fiscal year.”