



# AGENDA

## ASTORIA CITY COUNCIL

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WEDNESDAY, AUGUST 23, 2017

12:00 PM

2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

a) Waterfront Bridges Replacement Project – Private Easements and Right of Way Dedications

4. ADJOURN

<p>THE MEETINGS ARE ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER'S OFFICE AT 503-325-5824.</p>
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**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

August 21, 2017

## **MEMORANDUM**

TO:  MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **WATERFRONT BRIDGES REPLACEMENT PROJECT – PRIVATE  
EASEMENTS AND RIGHT-OF-WAY DEDICATIONS**

### **DISCUSSION/ANALYSIS**

Where each of the City's numbered streets between 6<sup>th</sup> and 11<sup>th</sup> Streets meet the Columbia River, a short bridge connects the solid-ground road to the over-water pier structure. These waterfront bridge structures are of utmost importance to the City as they provide access to critical portions of our waterfront. They provide both pedestrian, vehicular, and trolley access to many businesses and attractions. In addition, they provide essential emergency vehicle access to the waterfront. Currently the structures are all vehicular load limited. The City secured funding through the Oregon Department of Transportation (ODOT) Local Highway Bridge Program with only 10.27% City match required. The design phase is over 60% complete.

As part of the Waterfront Bridges Replacement Project multiple easements are required with private property owners. Temporary construction easements are needed for 11 of the properties adjacent to the bridge construction. These temporary construction easements will only be used during construction and the property will be restored to as good or better condition as it was prior to the work. Permanent right-of-way dedication is necessary for 6 of the properties for the purpose of placing, installing and maintaining small portions of the new bridge structures.

The engineering design firm, OBEC Consulting Engineers, the City, and ODOT have followed the Federal Highway Administration policy and the ODOT right-of-way manual in developing the property easements and dedication deeds needed for the Waterfront Bridges Replacement Project. Appropriate and fair compensation for the easements and right-of-way acquisitions was based on these guidance documents and a full appraisal report.

A resolution must also be approved by the Council as a formality to meet the federal and state requirements. This resolution establishes the City's authority to exercise the power of eminent domain for this project, should it become necessary. Property easements and dedication deeds are an essential part of the construction and alignment of the new bridge

structures. Formal correspondence with property owners regarding the property transactions has been ongoing since February including delineating the easement and deed areas in the field for the property owners and meeting with them to discuss the project need and compensation. Negotiations with the property owners are at various stages regarding the terms and compensation. In the event that no satisfactory agreement can be reached, and as a last resort, the City may commence with condemnation proceedings when in the public interest for project implementation.

Federal and state law requires the following process, at a minimum:

- Resolution Exercising the Power of Eminent Domain
- Formal offer letter to property owner with 40 days to come to a settlement agreement (If a settlement cannot be reached, City Staff will inform Council and request authorization to initiate the next steps as outlined in subsequent bullets).
- City's attorney sends letter to property owner with final offer while simultaneously filing a Complaint in Court with payment
- Jurisdiction has a right to the property after the Complaint is filed and payment deposited
- Any legal action by property owner would be addressed while the jurisdiction maintains rights to the property

The project team will allow as much time as feasible to come to a settlement with each of the property owners, without jeopardizing the project timeline. Again, the condemnation process will only be used as a last resort if an agreement is not realized.

A couple of property owners have signed the legal documents, which are included with this packet for approval. Upon Council approval of these easements and dedication deed each property owner will be paid the following:

ALLEN temporary construction easement	\$350.00
ALLEN temporary construction easement	\$1,100.00
L&F PROPERTIES temporary construction easement	\$498.00
L&F PROPERTIES dedication deed	\$3,602.00
<b>TOTAL</b>	<b>\$5,950.00</b>

The remaining easements and dedication deeds are still being negotiated. Finalized documents will be presented to Council as they become available. Private property transactions are important to the success of a project and critical deadlines must be met with these transactions to keep the project on schedule.

Procurement of easements was included in the project budget and is eligible for reimbursement through the project funding. The City will be responsible for 10.27% of the bridge project final cost. The 10.27% is proposed to be paid through Surface Transportation Program (STP) Funds. The total cost for the easements and dedication deeds is estimated at up to \$90,000 with the City's contribution totaling \$9,243.00. The property owners will be paid within two weeks of signatures. The fully executed easement document will be recorded within a month of signatures.

The City Attorney has reviewed the easements and approved as to form. The resolution has also been reviewed by the City Attorney.

A brief project funding update:

ODOT Local Agency Bridge Selection Committee approved the City's request for additional funding that was authorized by Council in March. An IGA Amendment is being prepared by ODOT to reflect increased funding and is expected to be presented to Council for approval within the next 2 months.

An Infrastructure Finance Authority (IFA) loan will be utilized for the City's match for the Waterfront Bridges Project. The loan will be paid back with annual Surface Transportation Program (STP) funds that the City receives from ODOT. Oregon Department of Justice is currently reviewing the contract. Said contract is expected to be presented to Council for approval in the next 2 months.

#### **RECOMMENDATION**

It is recommended that City Council approve the attached resolution and authorize the Mayor to sign the three private easements and one dedication deed at a total cost of \$5,950.00 for construction of the Waterfront Bridges Replacement project.

Submitted By



Ken P. Cook, Public Works Director

Prepared By



CINDY MOORE

Cindy D. Moore, City Support Engineer

**RESOLUTION 17-  
EXERCISING THE POWER OF EMINENT DOMAIN  
Right of Way Services**

WHEREAS the City of Astoria may exercise the power of eminent domain pursuant to City Charter Section 2.1, ORS 221.924, ORS 223.005, ORS Chapter 35 and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the City of Astoria's governing body to accomplish public purposes for which the City of Astoria has responsibility;

WHEREAS the City of Astoria has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project known as the Waterfront Bridges Replacement Project has been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by the Astoria City Council

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The City of Astoria's staff and the Oregon Department of Transportation are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the Astoria City Council.



4. The City of Astoria expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

ADOPTED BY THE COMMON COUNCIL ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Brett Estes, City Manager

\_\_\_\_\_  
Arline LaMear, Mayor

ROLL CALL ON ADOPTION:

YEA

NAY

ABSENT

Councilor	Brownson
	Jones
	Nemlowill
	Price
Mayor	LaMear

**Parcel 1 – FEE**

A parcel of land lying in the Lot 4, Block 5, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in Parcel No. 7 of that Warranty Deed to Wilson Oil, INC, a Washington corporation doing business as Wilcox & Flegel Oil Co. dated October 01, 2002 as Instrument Number 200211019 of the Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 6<sup>TH</sup> Street center line at Station "6TH" 8+66.00, and included in a strip of land 28.00 feet in width, lying on the Westerly side of the 6<sup>TH</sup> Street "6TH" center line, which center line is described as follows:

Beginning at center line Station "6TH" 6+00.00, said Station being North 56°26'58" West 857.94 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 483.34 feet to center line Station "6TH" 10+83.34, said Station being South 89°17'02" West 725.67 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

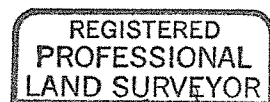
This parcel of land contains 23 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Lot 4, Block 5, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in Parcel No. 7 of that Warranty Deed to Wilson Oil, INC, a Washington corporation doing business as Wilcox & Flegel Oil Co. dated October 01, 2002 as Instrument Number 200211019 of the Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 6TH Street center line at Station "6TH" 9+15.00, and included in a strip of land 36.00 feet in width, lying on the Westerly side of the 6TH Street "6TH" center line, which center line is described in Parcel 1:

EXCEPT therefrom Parcel 1

This parcel of land contains 600 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016  
Signed: 9/28/16

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

A parcel of land lying in the Lots 1 and 2, Block 7, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed – Statutory Form to Starlight One, L.L.C., a Washington Limited Liability Company dated November 30, 2012 as Instrument Number 201209728 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of the said Lots 1 and 2 included in a strip of land variable in width, lying on the Southerly side of the Railroad "RR" center line, which center line is described as follows:

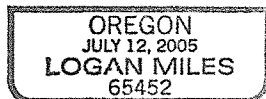
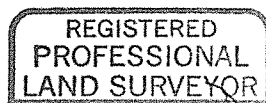
Beginning at center line Station "RR" 50+00.00, said Station being North 76°38'51" West 1,073.86 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 88°44'33" East 583.03 feet; thence on a 1,432.68 foot radius curve right (the long chord of which bears South 80°07'50" East 429.05 feet) 430.67 feet; thence South 71°31'08" East 786.30 feet to center line Station "RR" 68+00.00, said Station being South 82°55'59" East 711.92 feet from said Southeast Corner of Block 8.

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

Station	to	Station	Width on Southerly Side of Center Line
"RR" 55+90.00		"RR" 56+49.15	29.40 in a straight line to 27.98
"RR" 56+49.15		"RR" 56+49.19	27.98 in a straight line to 28.82
"RR" 56+49.19		"RR" 56+56.27	28.82 in a straight line to 28.48

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 208 square feet, more or less, outside the existing right of way of 7TH Street.



RENEWAL: DEC. 31, 2016

Signed: 9/28/16



**Parcel 1 – FEE**

A parcel of land lying in the Lot 4, Block 7, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to River Barrel Brewing, Inc. dated May 24, 2016 as Instrument Number 201603687 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of the said Lot 4 lying Northerly of a line at right angles to the 8TH Street center line at Station "8TH" 9+50.00, and included in a strip of land 29.00 feet in width, lying on the Westerly side of the 8TH Street "8TH" center line, which center line is described as follows:

Beginning at center line Station "8TH" 8+00.00, said Station being North 33°27'06" West 395.36 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 350.00 feet to center line Station "8TH" 11+50.00, said Station being South 84°55'15" West 226.50 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 34 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Lots 3 and 4, Block 7, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to River Barrel Brewing, Inc. dated May 24, 2016 as Instrument Number 201603687 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of the said Lots 3 and 4 included in a strip of land variable in width, lying on the Westerly side of the 8TH Street "8TH" center line, which center line is described in Parcel 1.

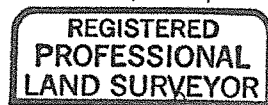
The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line
"8TH" 9+25.00		"8TH" 9+70.00	120.00
"8TH" 9+70.00		"8TH" 9+95.00	120.00 in a straight line to 70.00
"8TH" 9+95.00		"8TH" 10+20.00	70.00

EXCEPT therefrom Parcel 1

ALSO EXCEPT therefrom the South 10.00 feet of said Lot 4.

This parcel of land contains 5,894 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016

Signed: 9/28/16

**Parcel 1 – FEE**

A parcel of land lying in the Lot 1, Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed to Astoria Holdings, Inc. a Washington Corporation dated December 21, 1999 as Book 1033 Page 948 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said Lot 1 lying Northerly of a line at right angles to the 8TH Street center line at Station "8TH" 9+58.00, and included in a strip of land 28.00 feet in width, lying on the Easterly side of the 8TH Street "8TH" center line, which center line is described as follows:

Beginning at center line Station "8TH" 8+00.00, said Station being North 33°27'06" West 395.36 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 350.00 feet to center line Station "8TH" 11+50.00, said Station being South 84°55'15" West 226.50 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

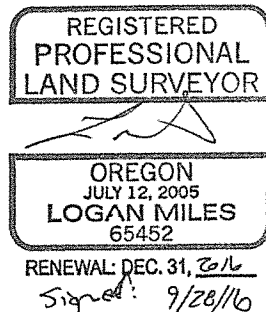
This parcel of land contains 22 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Lot 1, Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed to Astoria Holdings, Inc. a Washington Corporation dated December 21, 1999 as Book 1033 Page 948 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said Lot 1 lying Northerly of a line at right angles to the 8TH Street center line at Station "8TH" 9+61.00, and included in a strip of land 36.00 feet in width, lying on the Easterly side of the 8TH Street "8TH" center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1

This parcel of land contains 82 square feet, more or less, outside the existing right of way.



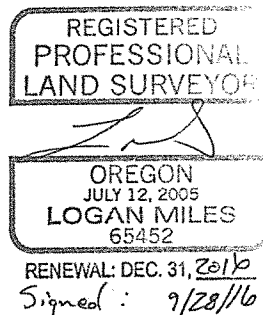
**Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner).**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed –Special to Stephen C. Allen and Karen A. Allen, Husband and Wife dated January 24, 2013 as Instrument Number 201300812 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Southerly of a line at right angles to the 10<sup>TH</sup> Street center line at Station "10TH" 11+82.00, and included in a strip of land 50.00 feet in width, lying on the Westerly side of the 10TH Street "10TH" center line, which center line is described as follows:

Beginning at center line Station "10TH" 10+00.00, said Station being North 56°23'01" East 335.20 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 250.00 feet to center line Station "10TH" 12+50.00, said Station being South 76°45'54" East 281.12 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 93 square feet, more or less, outside the existing right of way.



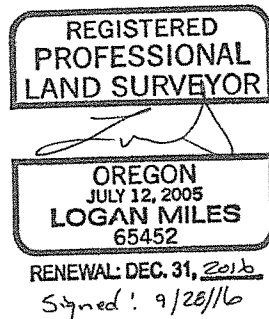
**Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner).**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed to Ronald P. Hoxie dated January 16, 1978 as Book 468 Page 864 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 10<sup>TH</sup> Street center line at Station "10TH" 12+23.00, and included in a strip of land 35.00 feet in width, lying on the Easterly side of the 10TH Street "10TH" center line, which center line is described as follows:

Beginning at center line Station "10TH" 10+00.00, said Station being North 56°23'01" East 335.20 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 250.00 feet to center line Station "10TH" 12+50.00, said Station being South 76°45'54" East 281.12 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 287 square feet, more or less, outside the existing right of way.



**Parcel 1 – FEE**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed to L & F Properties, LLC, an Oregon Limited Liability Company dated December 08, 2006 as Instrument Number 200613628 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 11TH Street center line at Station "11TH" 12+75.07, and included in a strip of land 37.00 feet in width, lying on the Westerly side of the 11TH Street "11TH" center line, which center line is described as follows:

Beginning at center line Station "11TH" 11+00.00, said Station being North 77°51'54" East 539.68 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 375.27 feet to center line Station "11TH" 14+75.27, said Station being South 63°15'17" East 581.60 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

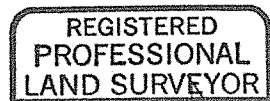
This parcel of land contains 133 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed to L & F Properties, LLC, an Oregon Limited Liability Company dated December 08, 2006 as Instrument Number 200613628 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 11TH Street center line at Station "11TH" 12+75.07, and included in a strip of land 45.00 feet in width, lying on the Westerly side of the 11TH Street "11TH" center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1

This parcel of land contains 171 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016

Signed: 9/28/16

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

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed – Statutory Form to Stephen C. Allen dated January 17, 2006 as Instrument Number 200600573 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the 11TH Street "11TH" center line, which center line is described as follows:

Beginning at center line Station "11TH" 11+00.00, said Station being North 77°51'54" East 539.68 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 375.27 feet to center line Station "11TH" 14+75.27, said Station being South 63°15'17" East 581.60 feet from said Southeast Corner of Block 8.

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

Station	to	Station	Width on Easterly Side of Center Line
"11TH" 12+70.00		"11TH" 13+03.00	30.85 in a straight line to 30.24

ALSO that portion of said property included in a strip of land variable in width, lying on the Southerly side of the Railroad "RR" center line, which center line is described as follows:

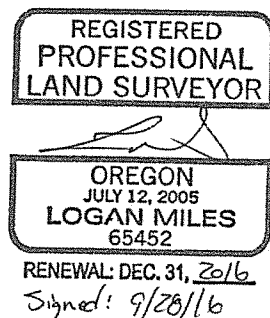
Beginning at center line Station "RR" 50+00.00, said Station being North 76°38'51" West 1,073.86 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 88°44'33" East 583.03 feet; thence on a 1,432.68 foot radius curve right (the long chord of which bears South 80°07'50" East 429.05 feet) 430.67 feet; thence South 71°31'08" East 786.30 feet to center line Station "RR" 68+00.00, said Station being South 82°55'59" East 711.92 feet from said Southeast Corner of Block 8.

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

Station	to	Station	Width on Southerly Side of Center Line
"RR" 66+40.00		"RR" 67+55.00	29.23 in a straight line to 30.25

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 482 square feet, more or less, outside the existing right of way.





GRANTOR: L&F Properties, LLC, an Oregon  
limited liability company  
GRANTEE: City of Astoria, Oregon  
CONSIDERATION: \$3,602.00

After recording return to:  
City of Astoria  
1095 Duane St.  
Astoria, OR 97103

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

### DEDICATION DEED

L & F Properties, LLC, an Oregon limited liability company GRANTOR(S), conveys, warrants and dedicates to the CITY OF ASTORIA, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A and B", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$3,602.00

The above described property is conveyed free of encumbrances, except as specifically set forth herein:  
NONE.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

L & F Properties, LLC, an  
Oregon limited liability company

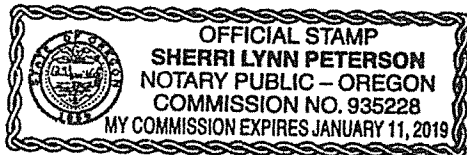
By: Paul R. Larson Member

Title: Member

STATE OF Oregon )  
County of Clatsop ) ss

On this 21 day of July, 2017, before me personally appeared Paul R. Larson and Member of L & F Properties, LLC, an Oregon limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that Paul's authorized to execute said instrument.

(SEAL)



Sherri Lynn Peterson  
(Notary Public)

Notary Public in and for the State of Oregon  
residing at Astoria, OR  
My commission expires January 11, 2019

ACCEPTED ON BEHALF OF THE CITY  
OF ASTORIA BY:

Arline LaMear, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Blair Henningsgaard, City Attorney

**Parcel 1 – FEE**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed to L & F Properties, LLC, an Oregon Limited Liability Company dated December 08, 2006 as Instrument Number 200613628 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 11TH Street center line at Station "11TH" 12+75.07, and included in a strip of land 37.00 feet in width, lying on the Westerly side of the 11TH Street "11TH" center line, which center line is described as follows:

Beginning at center line Station "11TH" 11+00.00, said Station being North 77°51'54" East 539.68 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 375.27 feet to center line Station "11TH" 14+75.27, said Station being South 63°15'17" East 581.60 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

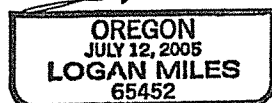
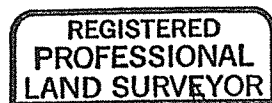
This parcel of land contains 133 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed to L & F Properties, LLC, an Oregon Limited Liability Company dated December 08, 2006 as Instrument Number 200613628 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 11TH Street center line at Station "11TH" 12+75.07, and included in a strip of land 45.00 feet in width, lying on the Westerly side of the 11TH Street "11TH" center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1

This parcel of land contains 171 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016

Signed: 9/28/16

CORNER  
ASTORIA

APPROXIMATE  
E 497370.132

THIS POINT BEARS  
N77°51'54"E 539.68'  
FROM THE SOUTHEAST CORNER  
BLOCK 8 MCCLURES ASTORIA

PIERHEAD LINE

"11TH" 11+00.00 P.O.T.

N 1736535.142  
E 497370.132

"RP" 65+00

(30')

(30')

"11TH" S01°15'27"W

125

(25)

010

L&F PROPERTIES, LLC.  
INSTR. NO. 200613628  
0.07 ACRES  $\pm$  Rem.

"RR" CITY OF ASTORIA RAILROAD  
"RR" 57°31'08"E  
00°02' + "H.L.I.I."

011  
STEPHEN C. ALLEN  
INSTR. NO. 200600573  
0.18 ACRES  $\pm$  Rem.

11TH STREET

29,23,40.00

30'

(30')

(56)

MCCLURES

3

4

6

□

N 1736159.960  
E 497361.896

"11TH" 14+75.27 P.O.T.

SCALE 1" = 40'

A horizontal number line with tick marks at -40, -20, 0, 20, and 40. The word "FEET" is written below the line.

N

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 12, 2005  
LOGAN MILES  
65452

RENEWAL; DEC. 31, 2016

CLATSOP COUNTY

Road	11th Street		
DRG. NO.	18430_010	KEY NO.	18430
Project	ASTORIA WATERFRONT BRIDGE REPLACEMENT		
CITY	ASTORIA	COUNTY	CLATSOP

### LEGEND

① FEE	133 ft <sup>2</sup> ±
② Temp. Ease. - Work Area	171 ft <sup>2</sup> ±



**OBEC** CONSULTING  
ENGINEERS  
www.obec.org

300 COUNTRY CLUB ROAD, SITE 3008 EUGENE, OREGON 97401-6028, 541-643-6300  
3000 FAIRVIEW HOSPITAL DRIVE SE, SITE 220 SALEM, OREGON 97302, 503-549-0000  
831 DRYME PARKWAY BEERFORD, OREGON 97504-0025, 541-714-3300  
5005 SW MEADOWS ROAD, SITE 400 LAKE OSWEGO, OREGON 97035, 503-620-6703  
1111 N 3RD STREET, SITE 401 PANDORF, WASHINGTON 98603, 360-311-2101

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that L & F Properties, LLC, an Oregon limited liability company (Grantor), for the consideration of FOUR HUNDRED NINETY-EIGHT DOLLARS (\$498.00) to it paid, the receipt of which is hereby acknowledged, do grant unto the CITY OF ASTORIA, an Oregon municipal corporation (Grantee), a temporary construction easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described temporary construction easement unto Grantee in accordance with the conditions and covenants as follows:

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

The temporary easement shall expire at 11:59 p.m. \_\_\_\_\_ unless extended by written agreement between the Grantee and the Grantor herein.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

L & F Properties, LLC, an  
Oregon limited liability company

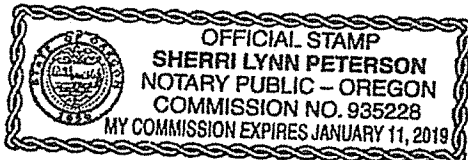
By: Paul R. Larson member

Title: Member

STATE OF Oregon )  
 ) ss  
County of Clatsop )

On this 21 day of July, 2017, before me personally appeared  
Paul R. Larson and \_\_\_\_\_ to me known to be the  
member of L & F Properties, LLC, an Oregon limited liability company that  
executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary  
act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that  
Paul R. authorized to execute said instrument.

(SEAL)



Sherri Lynn Peterson  
(Notary Public)

Notary Public in and for the State of Oregon  
residing at Astoria, OR  
My commission expires January 11, 2019

ACCEPTED ON BEHALF OF THE CITY  
OF ASTORIA BY:

\_\_\_\_\_  
Arline LaMear, Mayor

APPROVED AS TO FORM:

By: [Signature]  
Blair Henningsgaard, City Attorney

Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a  
3867754144546f59324e744d354e773d3d  
DN:  
cn=com.apple.idms.appleid.prd.49317566476  
d4a3867754144546f59324e744d354e773d3d  
Date: 2017.08.21 13:53:56 -0800



**Parcel 1 – FEE**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed to L & F Properties, LLC, an Oregon Limited Liability Company dated December 08, 2006 as Instrument Number 200613628 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 11TH Street center line at Station "11TH" 12+75.07, and included in a strip of land 37.00 feet in width, lying on the Westerly side of the 11TH Street "11TH" center line, which center line is described as follows:

Beginning at center line Station "11TH" 11+00.00, said Station being North 77°51'54" East 539.68 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 375.27 feet to center line Station "11TH" 14+75.27, said Station being South 63°15'17" East 581.60 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

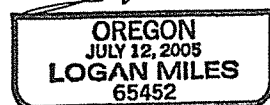
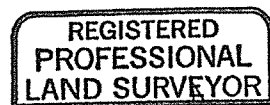
This parcel of land contains 133 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed to L & F Properties, LLC, an Oregon Limited Liability Company dated December 08, 2006 as Instrument Number 200613628 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 11TH Street center line at Station "11TH" 12+75.07, and included in a strip of land 45.00 feet in width, lying on the Westerly side of the 11TH Street "11TH" center line, which center line is described in Parcel 1.

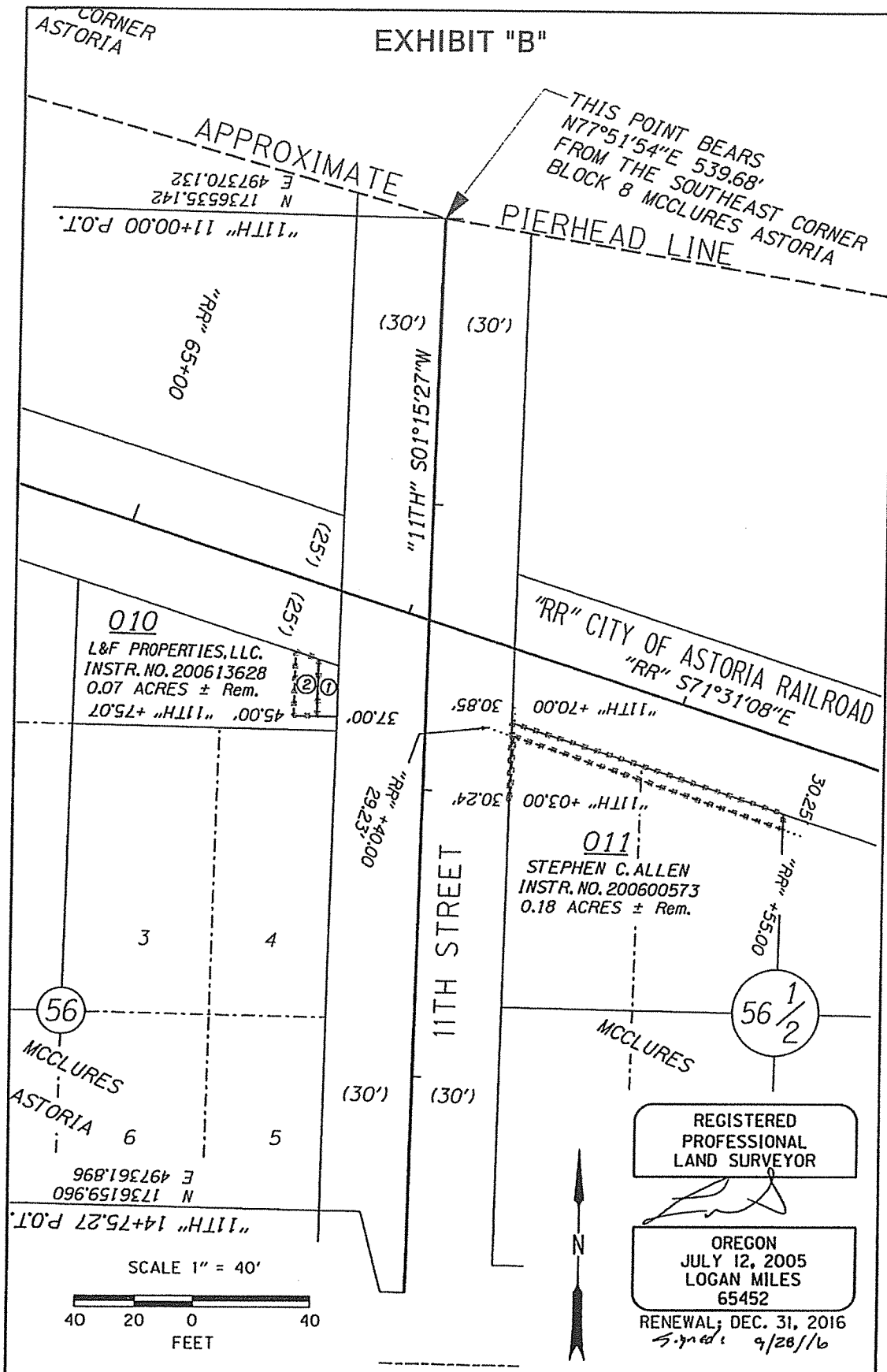
EXCEPT therefrom Parcel 1

This parcel of land contains 171 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016

Signed: 9/28/16



## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Stephen C. Allen. (Grantor), for the consideration of ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00) to it paid, the receipt of which is hereby acknowledged, do grant unto the CITY OF ASTORIA, an Oregon municipal corporation (Grantee), a temporary construction easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

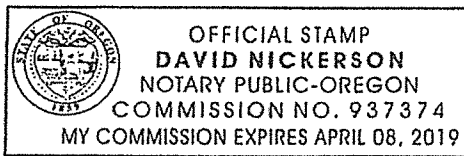
TO HAVE AND TO HOLD the above-described temporary construction easement unto Grantee in accordance with the conditions and covenants as follows:

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

The temporary easement shall expire at 11:59 p.m. \_\_\_\_\_ unless extended by written agreement between the Grantee and the Grantor herein.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.



Stephen C. Allen

By: [Signature]

Title: member manager

STATE OF OREGON Clatsop

County of Washington ss.

This instrument was acknowledged before me on May 9, 2017, by

Stephen C. Allen

(Name)

ACCEPTED ON BEHALF OF THE CITY  
OF ASTORIA BY:

Arline LaMear, Mayor

APPROVED AS TO FORM:

By: [Signature]

Blair Henningsgaard, City Attorney

Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a3  
867754144546f59324e744d354e773d3d  
DN:  
cn=com.apple.idms.appleid.prd.49317566476  
d4a3867754144546f59324e744d354e773d3d  
Date: 2017.08.21 13:55:58 -0800

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

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Bargain and Sale Deed – Statutory Form to Stephen C. Allen dated January 17, 2006 as Instrument Number 200600573 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the 11TH Street "11TH" center line, which center line is described as follows:

Beginning at center line Station "11TH" 11+00.00, said Station being North 77°51'54" East 539.68 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 375.27 feet to center line Station "11TH" 14+75.27, said Station being South 63°15'17" East 581.60 feet from said Southeast Corner of Block 8.

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

Station	to	Station	Width on Easterly Side of Center Line
"11TH" 12+70.00		"11TH" 13+03.00	30.85 in a straight line to 30.24

ALSO that portion of said property included in a strip of land variable in width, lying on the Southerly side of the Railroad "RR" center line, which center line is described as follows:

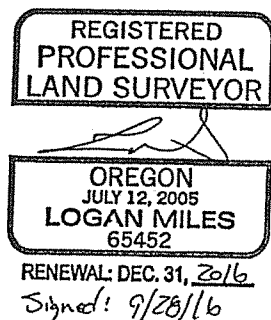
Beginning at center line Station "RR" 50+00.00, said Station being North 76°38'51" West 1,073.86 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 88°44'33" East 583.03 feet; thence on a 1,432.68 foot radius curve right (the long chord of which bears South 80°07'50" East 429.05 feet) 430.67 feet; thence South 71°31'08" East 786.30 feet to center line Station "RR" 68+00.00, said Station being South 82°55'59" East 711.92 feet from said Southeast Corner of Block 8.

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

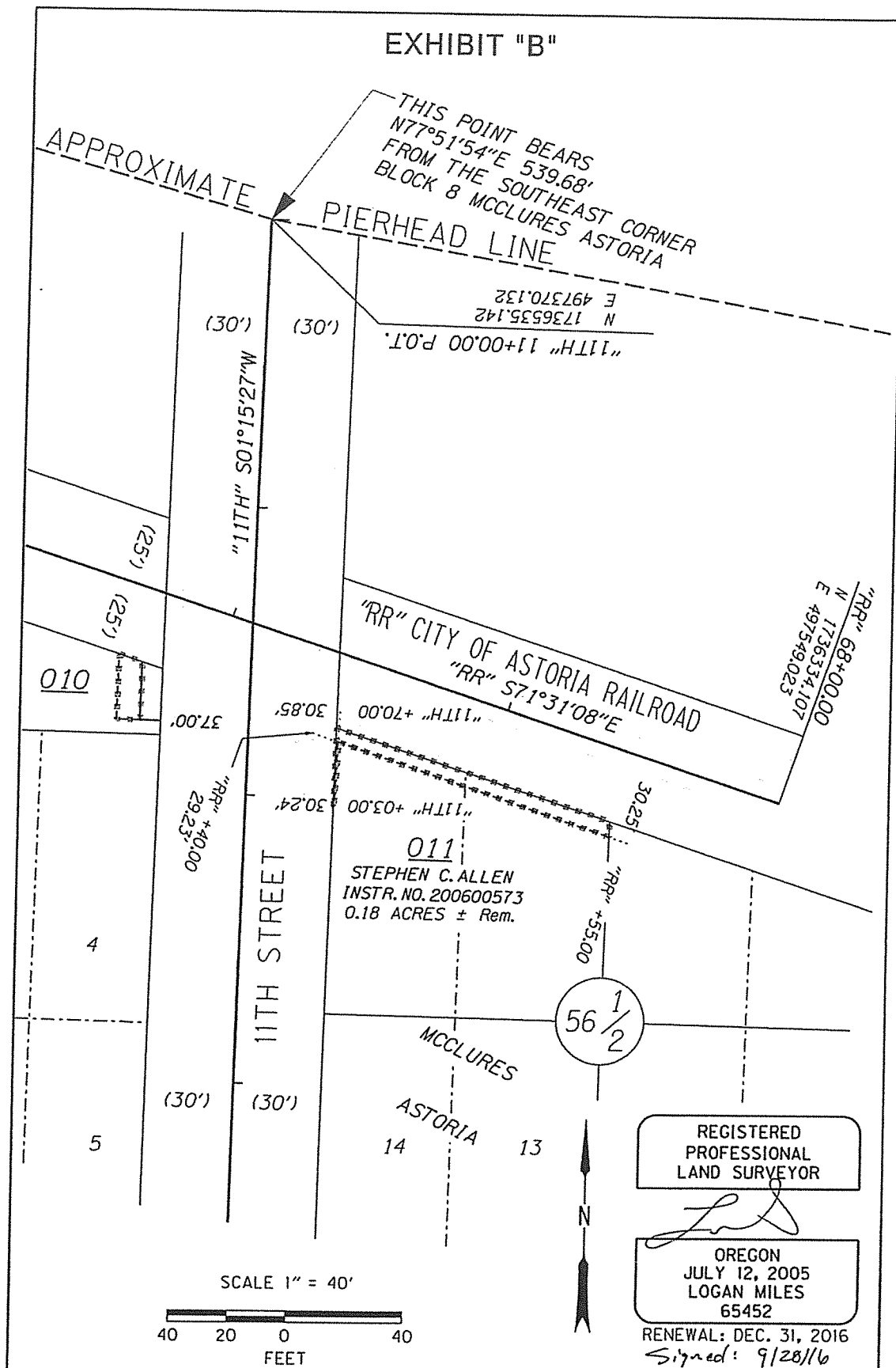
Station	to	Station	Width on Southerly Side of Center Line
"RR" 66+40.00		"RR" 67+55.00	29.23 in a straight line to 30.25

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.


This parcel of land contains 482 square feet, more or less, outside the existing right of way.



# EXHIBIT "B"



CLATSOP COUNTY				LEGEND	
Road	11th Street			Temp. Ease. – Work Area 482 ft <sup>2</sup> ±	
DRG. NO.	18430-011	KEY NO.	18430		
Project	ASTORIA WATERFRONT BRIDGE REPLACEMENT				
CITY	ASTORIA	COUNTY	CLATSOP		
SCALE : 1"=40'		DATE : September 28, 2016			



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CONSULTING  
ENGINEERS  
www.obec.com

Corporate Office: 800 COUNTY CLUB ROAD, SUITE 1000 EUGENE, OREGON 97401-6028, 541-643-4000  
3000 FAIRVIEW INDUSTRIAL DRIVE, SUITE 200 SALEM, OREGON 97302, 503-549-1300  
8311 PHANUE PARKWAY, WESPORT, OREGON 97137-4025, 541-774-5300  
3000 SW MEADOWS ROAD, SUITE 400 LAKE OSWEGO, OREGON 97035, 503-420-4101  
11111 BALK STREET, SUITE 401 PAKISTAN, WASHINGTON 98043, 206-314-2301



### AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

(1) Dave Nickerson (Name of Buying Licensees) of Summa Real Estate (Name of Real Estate Firm) is the agent of (check one):

- ☒ Buyer exclusively ("Buyer Agency")  
☐ Seller exclusively ("Seller Agency")  
☐ Both Buyer and Seller ("Disclosed Limited Agency")

If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).

Both the Buyer and the Seller understand that it is required for Right of Way Consultants to be licensed in the State where they represent agencies for acquisitions and that they receive no commissions for their services.

Buyer shall sign this acknowledgment at the time of signing this Agreement. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

**Buyer:**

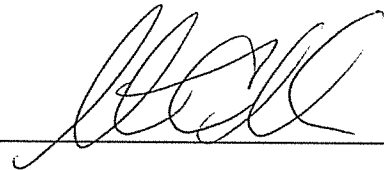
City of Astoria

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Seller:**

By:  \_\_\_\_\_

Date: 5-9-17

By:  \_\_\_\_\_

Date: \_\_\_\_\_

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Stephen C. Allen and Karen A. Allen, as tenants by the entirety, (Grantor), for the consideration of THREE HUNDRED FIFTY DOLLARS (\$350.00) to it paid, the receipt of which is hereby acknowledged, do grant unto the CITY OF ASTORIA, an Oregon municipal corporation (Grantee), a temporary construction easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described temporary construction easement unto Grantee in accordance with the conditions and covenants as follows:

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

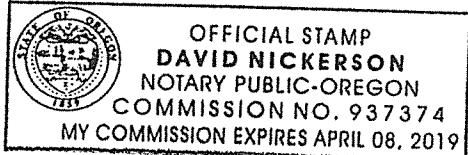
The temporary easement shall expire at 11:59 p.m. \_\_\_\_\_ unless extended by written agreement between the Grantee and the Grantor herein.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

State of OREGON )  
County Washington ) ss

On this 9th day of MAY, 2017, before me personally appeared Stephen C. Allen, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) he subscribed to the within instrument and who acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein mentioned.



(SEAL)

[Signature]  
Signature

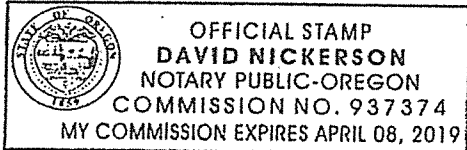
Stephen C. Allen  
Print Name

Notary Public in and for the  
State of OREGON

Residing at Portland OR

My commission expires 4-8-19

On this 9th day of MAY, 2017, before me personally appeared Karen A. Allen, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) She subscribed to the within instrument and who acknowledged to me that She executed the same as her voluntary act and deed for the uses and purposes therein mentioned.



[Signature]  
Signature

Karen A Allen  
Print Name

Notary Public in and for the  
State of OREGON

Residing at Portland, OR

My commission expires 4-8-19

(SEAL)

ACCEPTED ON BEHALF OF THE CITY  
OF ASTORIA BY:

\_\_\_\_\_  
Arline LaMear, Mayor

APPROVED AS TO FORM:

By: [Signature]  
Blair Henningsgaard, City Attorney

Digitally signed by  
com.apple.idms.appleid.prd.49317566476d4a386775414  
4546f59324e744d354e773d3d  
DN:  
cn=com.apple.idms.appleid.prd.49317566476d4a386775  
4144546f59324e744d354e773d3d  
Date: 2017.08.21 13:51:15 -08'00'

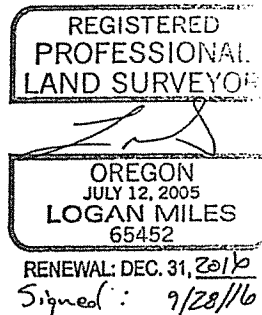
**Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner).**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed –Special to Stephen C. Allen and Karen A. Allen, Husband and Wife dated January 24, 2013 as Instrument Number 201300812 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Southerly of a line at right angles to the 10<sup>TH</sup> Street center line at Station "10TH" 11+82.00, and included in a strip of land 50.00 feet in width, lying on the Westerly side of the 10TH Street "10TH" center line, which center line is described as follows:

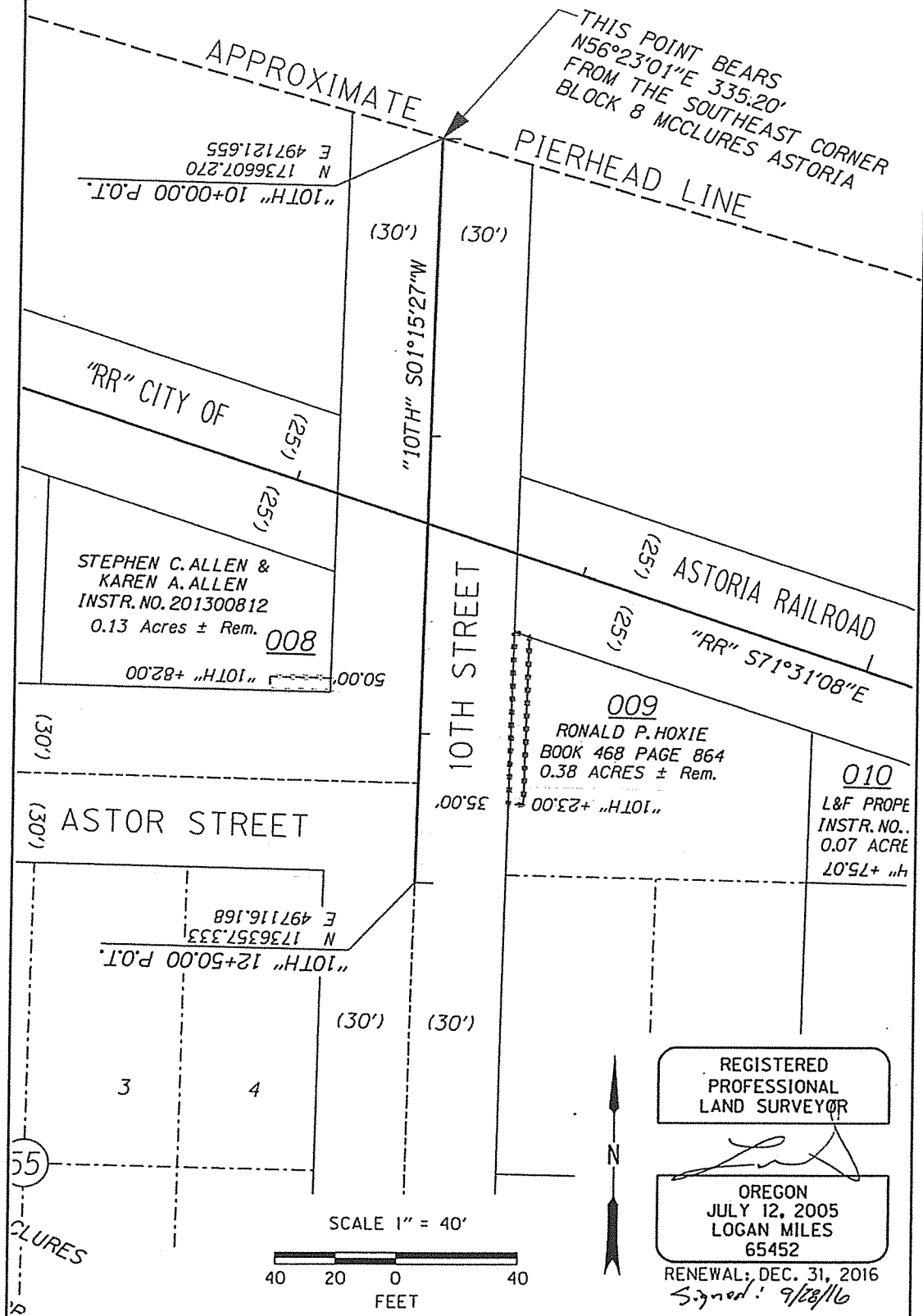
Beginning at center line Station "10TH" 10+00.00, said Station being North 56°23'01" East 335.20 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 250.00 feet to center line Station "10TH" 12+50.00, said Station being South 76°45'54" East 281.12 feet from said Southeast Corner of Block 8.


Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 93 square feet, more or less, outside the existing right of way.



# EXHIBIT "B"



CLATSOP COUNTY				LEGEND	
Road	10th Street			Temp.Ease. - Work Area 93 ft <sup>2</sup> ±	
DRG. NO.	18430_008	KEY NO.	18430		
Project	ASTORIA WATERFRONT BRIDGE REPLACEMENT				
CITY	ASTORIA	COUNTY	CLATSOP		
SCALE : 1"=40'		DATE : September 28, 2016		<div><p>OBEC CONSULTING ENGINEERS www.obec.com</p></div> <div><p>Corporate Office 320 COUNTY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6005, 541-643-6000 3300 FAIRVIEW INDUSTRIAL DRIVE SE, SUITE 200 SALEM, OREGON 97302, 503-597-1100 8111 OPAWA PARKWAY WESTPORT, OREGON 97143-0005, 541-714-5200 5000 SW MEADOWS ROAD, SUITE 400 LAKE OSWEGO, OREGON 97035, 503-420-4100 11111 BAIN STREET, SUITE 401 TACOMA, WASHINGTON 98402, 206-311-2301</p></div>	



### AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

(1) Dave Nickerson (Name of Buying Licensees) of Summa Real Estate (Name of Real Estate Firm) is the agent of (check one):

- ☒ Buyer exclusively ("Buyer Agency")  
☐ Seller exclusively ("Seller Agency")  
☐ Both Buyer and Seller ("Disclosed Limited Agency")

If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).

Both the Buyer and the Seller understand that it is required for Right of Way Consultants to be licensed in the State where they represent agencies for acquisitions and that they receive no commissions for their services.

Buyer shall sign this acknowledgment at the time of signing this Agreement. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

**Buyer:**

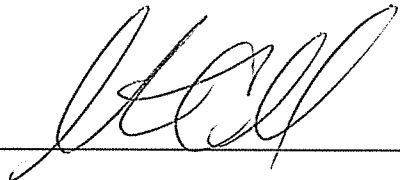
City of Astoria

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Seller:**

By:  \_\_\_\_\_

Date: 5-9-17 \_\_\_\_\_

By:  \_\_\_\_\_

Date: 5-9-17 \_\_\_\_\_