

**After recording, return to:**  
City of Salem  
350 Commercial Street NE  
Salem OR 97301

## Street and Roadway Easement

KNOW ALL MEN BY THESE PRESENTS, that Kurt and Janet Spingath (Grantor), 1460 Wallace Road NW, Salem, OR 97304, for the consideration of \_\_\_\_\_ DOLLARS (\$XXX) to it paid, the receipt of which is hereby acknowledged, do forever grant unto the CITY OF SALEM, an Oregon municipal corporation (Grantee), 555 Liberty Street SE, Salem, Oregon 97301-3513, a permanent easement for street and roadway use, including the option of later conversion of said permanent easement for ONE Dollar (\$1) to fee title ownership by the Grantee, over and along the following described premises for the purposes of constructing, maintaining, and repairing the improvement of Marine Drive NW. In the event any structure within the Easement area incurs substantial damage or is destroyed, Grantor or Grantor's successors have no right to rebuild or repair the structure and must remove the remaining elements of the structure at Grantor's or Grantor's successors expense within forty-five (45) days of the date of destruction or substantial damage.

The real property covered by this easement is described as follows, to-wit:

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

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 for injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction, operation, or maintenance of said 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.

Kurt Spingath

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

Grantor

STATE OF OREGON )  
 ) ss.

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public—State of Oregon  
My commission expires: \_\_\_\_\_

Janet Spingath

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

Grantor

STATE OF OREGON )  
 ) ss.

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public—State of Oregon  
My commission expires: \_\_\_\_\_

ACCEPTED ON BEHALF OF THE CITY  
OF SALEM BY:

\_\_\_\_\_  
Steven D. Powers, City Manager

APPROVED AS TO FORM:

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City Attorney

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Print Name

Checked By:  
Project Number: 711503  
May 21, 2020

DRAFT

**Exhibit A**

TBD

DRAFT

**Exhibit B**

TBD

DRAFT