

Lincoln County, Oregon
09/07/2012 03:58:21 PM
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2012-08609

Cnt=1 Pgs=6 Stn=20

\$30.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$73.00



00063937201200086090060066

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



GRANTOR:

Port of Newport,
600 SE Bay Boulevard
Newport, OR 97365

GRANTEE:

City of Newport
169 SW Coast Highway
Newport, OR 97365

After recording return to:

City Recorder

City of Newport
169 SW Coast Highway
Newport, OR 97365

NO CHANGE IN TAX STATEMENTS

**CITY OF NEWPORT, OREGON
PUBLIC UTILITY EASEMENT**

Port of Newport, a port district, hereinafter referred to as "Grantor", owns the real property described below and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", an exclusive, perpetual 15-foot wide Easement for public utilities, including the right to lay, construct, and maintain a pressure water pipeline, and all related appurtenances, hereinafter referred to as "Public Utility", as described in Exhibit A, to be constructed and located on, across, under or over the surface of the following described real property (Grantor Tract):

Beginning at a point on the line between Sections 16 and 17, Township 11 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon, said point being 1363.52 feet North of the corner to Sections 16, 17, 20, and 21; thence North 21°15'30" West, a distance of 1540.29 feet; thence North 64°12'30" West, a distance of 1110.70 feet; thence North 40°15'30" West, a distance of 600.00 feet; thence North 77°15'30" West, a distance of 656.00 feet; thence South 64°25'30" West, a distance of 235.00 feet; thence North 30°00'00" West, a distance of 100.00 feet; thence North 13°59'30" East, a distance of 641.23 feet; thence North 46°44'45" West, a distance of 514.96 feet; thence South 59°55'15" West, a distance of 209.81 feet; thence North 34°24'30" West, a distance of 205.96 feet; thence North 63°30'30" East, a distance of 1421.60 feet; thence North 70°05'00" East, a distance of 472.69 feet; thence North 80°21'45" East, a distance of 327.57 feet; thence South 88°34'00" East, a distance of 258.50 feet; thence South 69°07'00" East, a distance of 713.22 feet; thence South 33°46'00" East, a distance of 254.67 feet; thence North 89°05'00" East, a distance of 178.15 feet, to the corner common to Sections 8, 9, 16, and 17, said Township 11 South, Range 11 West of the Willamette Meridian; thence South 00°43'00" East, a distance of 3825.67 feet, to the place of beginning, EXCEPT for any land laying easterly of the westerly right-of-way line of SE Marine Science Drive



(formerly County Road No. 574) and also EXCEPTING any land laying within the Oregon Coast Highway right-of-way.

ALSO EXCEPTING the following parcel of land:

Beginning at a found Brass Disc stamped "OSU #1," in the easterly right-of-way of SE Marine Science Drive (formerly County Road No. 574), said point bears North 65°52'12" West, a distance of 1002.71 feet from the Southeast corner of Section 8, Township 11 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon; thence leaving said easterly right-of-way North 77°53'46" West, a distance of 99.95 feet, to the westerly right-of-way line of said SE Marine Science Drive and the true point of beginning of the herein described tract; thence South 12°06'14" West along said westerly right-of-way line, a distance of 336.76 feet; thence leaving said westerly right-of-way line North 77°53'46" West, a distance of 339.00 feet; thence North 12°06'14" East, a distance of 208.53 feet; thence North 77°53'46" West, a distance of 266.00 feet; thence North 12°06'14" East, a distance of 240.06 feet, to the existing High Water Line of Yaquina Bay; thence along said High Water Line the following bearings and distances: North 74°36'51" East, a distance of 84.02 feet; thence North 88°20'30" East, a distance of 118.27 feet; thence South 72°07'30" East, a distance of 69.92 feet; thence North 87°18'30" East, a distance of 84.15 feet; thence North 38°00'53" East, a distance of 66.84 feet; thence South 70°59'53" East, a distance of 47.90 feet; thence South 04°12'32" East, a distance of 48.10 feet, a distance of 48.10 feet; thence South 72°52'12" East, a distance of 131.10 feet; thence South 39°55'47" East, a distance of 48.37 feet; thence South 07°11'22" West, a distance of 66.17 feet; thence leaving said High Water line South 12°06'14" West, a distance of 94.24 feet, to the true point of beginning.

The Easement is given and granted on the following terms:

1. The Easement hereby granted shall include the right of the Grantee, its agents, assignees, contractors and representatives, to enter and occupy the Easement Area, and to install, construct, lay, operate, maintain, inspect, repair, reconstruct, use, remove, keep, and replace pipelines and other utilities and related facilities within the Easement Area, including but not limited to the right to enter (and to that end, to cross over and upon) the Grantor Tract and occupy the Easement with men, equipment and supplies to carry out activities related to the purposes above described, including but not limited to the right to cut and remove trees, improvements and vegetation, dig, grade and excavate, improve and repair, and carry out other activities incidental thereto or as otherwise convenient and appropriate to the use and enjoyment of the Grantee's Easement and rights hereunder.

2. Whenever the Grantee, or any successor, employee, contractor, representative, permittee, assignee or licensee of Grantee, shall carry out any work within the Easement Area, such party shall restore the affected areas as follows:

a. If the work is carried out within any portion of the Easement which is paved or improved, Grantee shall repair the pavement, curbs and permitted improvements affected by the work, to a condition substantially similar to, or better than, that which existed immediately prior to carrying out such work. Such work shall be completed, and the area re-paved, within 90 days following commencement of such work, and if such work is not completed within such period, the area shall be filled and re-paved for the winter, and re-paved again after the work is completed;

b. If the work is carried out within a landscaped area, the vegetation planted as



landscaping shall be replaced with plantings of substantially the same type or appearance as previously placed in the Easement, provided, however, that although such replacement plantings shall be similar in size, they may not be exactly the same size as those now in place, and there shall be no obligation to replace trees and shrubs having a height in excess of six (6) feet or which are merely unlandscaped brush;

c. Except in case of emergency, Grantee shall endeavor to give Grantor reasonable notice prior to commencement of work within the Easement.

3. Grantor shall not construct or permit any improvements within the Easement Area as would endanger or interfere with the use or benefit of the easement rights herein granted and the utility improvements now existing, or hereafter to be constructed. Grantor shall not construct any improvements in the Easement Area, other than pavement of the surface, landscaping and curbs. Landscaping shall not include the planting of trees. Grantor may also construct signs and fences, upon condition that the same shall not injure or damage the utilities within the easement.

4. The Easement shall be perpetual, unless the Grantee releases the Easement in a duly executed and recorded Release of Easement.

5. The terms, conditions, covenants, and agreements contained in this Easement and the benefits and burdens thereof are intended to be perpetual and to run with the land and shall be binding upon and inure to the benefit of the owners of the Grantor's Property underlying said Easement, and the heirs, successors and assigns of the Grantor and of the Grantee. Except to the extent otherwise provided in this Easement, any person succeeding to all or a part of the interest of the Grantor shall succeed to all of the Grantor's rights, interests, and obligations, subject to and with the benefit of all terms and conditions of this Easement.

6. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

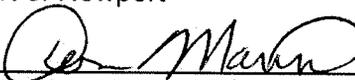
Although this Easement is initially for the installation of a water pressure pipeline, Grantee shall have the right to install, and to authorize and permit the installation of, other City utilities (such as pressure sanitary sewer, gravity sanitary sewer, storm drain, fiber optic cable, and related equipment) within the boundaries of the Easement, and to do, and authorize to be done, all things as are herein mentioned in connection with any and all such utilities.

In addition to all other remedies allowed by law, Grantee, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Easement against Grantor. If Grantee is required to bring suit or action to enforce the terms of this Easement, Grantee shall be entitled to recover from Grantor such sums that the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

The true and actual consideration for this easement is other than a monetary payment.

DATED this 29 day of August, 2012.

Port of Newport



Authorized Representative



STATE OF OREGON)
County of Lincoln) ss

Personally appeared before me this 29 day of Aug, 2012 the above
named Don Mann



Karen R. Barth
Notary Public for Oregon

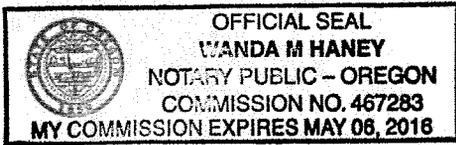
ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above described Public Utility
Easement this 7 day of September, 2012

Mark McConnell
Mark McConnell, Mayor

STATE OF OREGON)
County of Lincoln) ss

This instrument was acknowledged before me on the 7th day of September,
20__ by Mark McConnell as Mayor of the City of Newport.



Wanda M Haney
Notary Public for Oregon

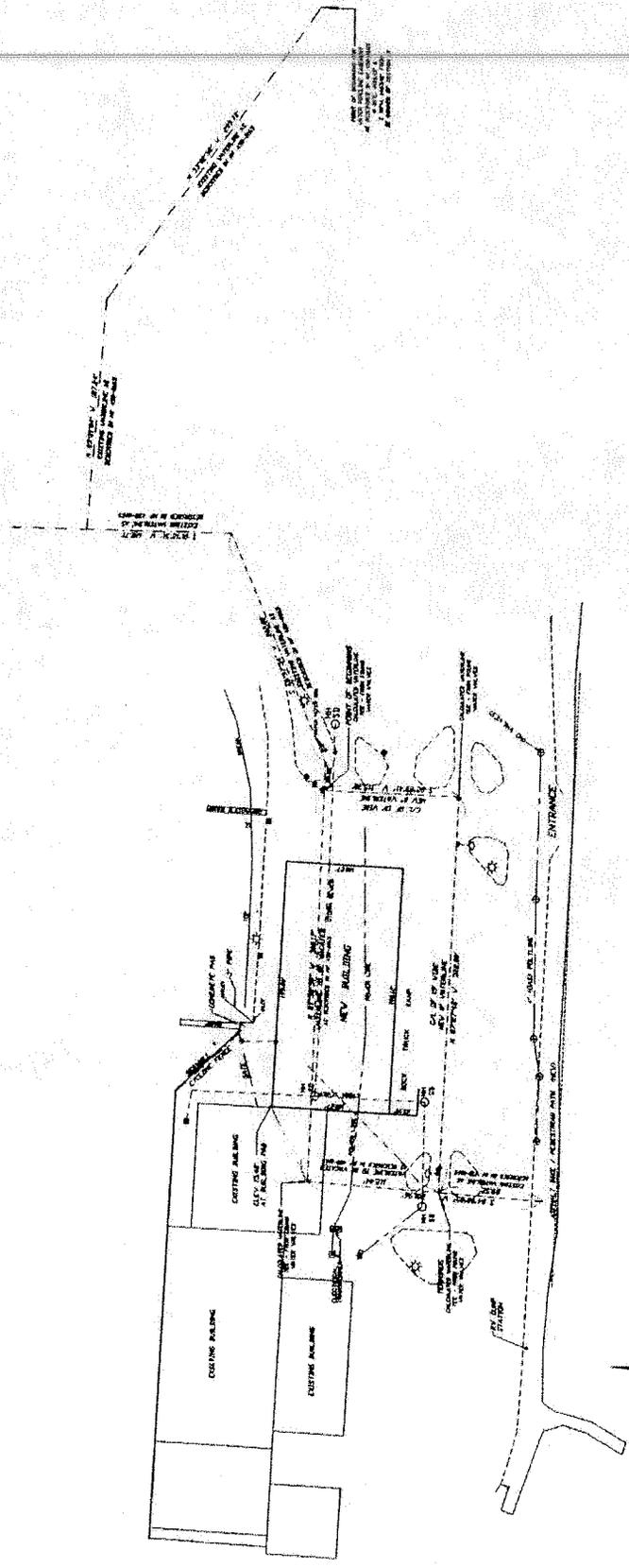


EXHIBIT A

PERMANENT 15 FOOT WIDE UTILITY EASEMENT

A 15.00-foot wide strip of land, being 7.50 feet on both sides of the following described centerline:

Beginning at a point that is North 00°00'00" East, a distance of 4016.13 feet and South 90°00'00" West, a distance of 1463.41 feet from the Southeast corner of Section 17, Township 11 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon, said point being on the centerline Point of Beginning of the "WATER PIPELINE EASEMENT," recorded May 24, 2002, in Book 450, Page 0165, Microfilm Records for Lincoln County, Oregon; thence along said centerline easement the following bearings and distances: North 53°02'56" West, a distance of 299.70 feet; thence North 85°21'04" West, a distance of 187.24 feet; thence South 01°12'51" West, a distance of 122.71 feet; thence South 65°57'54" West, a distance of 202.02 feet; thence North 87°58'59" West, a distance of 22.33 feet, to the true point of beginning for the centerline of a 15-foot wide waterline easement; thence South 02°09'41" West, a distance of 115.30 feet; thence North 87°27'43" West, a distance of 322.00 feet, to said centerline of the "WATER LINE EASEMENT," said point being the terminus of said 15-foot wide waterline easement.



REVISIONS
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- WATER LINE
- SEWER LINE
- GAS LINE
- ELECTRICAL LINE
- STEAM HEATING LINE
- NEW SYMBOL
- EXISTING SYMBOL
- UTILITY POLE
- CATCH BASIN

