

Lincoln County, Oregon  
10/04/2012 02:07:59 PM

2012-09659

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Cnt=1 Pgs=5 Stn=20

\$25.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$68.00



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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:**

Jack Stocker  
P.O. Box 688  
South Beach, OR 97366

**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

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

Jack Stocker, as tenant by entity, an estate in fee simple, 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 30-foot wide Easement for public utilities, including the right to lay, construct, and maintain a pressure water pipeline and a gravity sanitary sewer 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:

The former U.S. Spruce Production Railroad right-of-way through the Northwest quarter of the Northeast quarter of Section 20, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, as described in deed to Henry J. Stocker, et ux, recorded November 18, 1947, in Book 122, page 89, Deed Records;

EXCEPTING THEREFROM any portion falling in that tract conveyed to Jack Stocker, et ux, by deed recorded February 10, 1961, in Book 214, page 134, Deed Records;

ALSO EXCEPTING THEREFROM that tract described in instrument recorded September 9, 2009, Document No. 200910499, Lincoln County records.

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. 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 pressure water and a gravity sanitary sewer utility lines, Grantee shall have the right to install, and to authorize and permit the installation of other City utilities (such as sanitary sewer force main, 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.

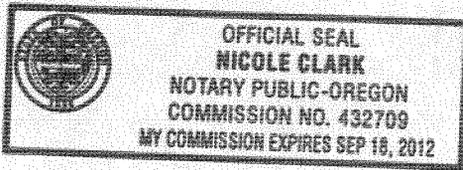
The true and actual consideration for this easement is \$ NONE.

DATED this 29 day of June, 2012.

Jack Stocker  
Jack Stocker

STATE OF OREGON )  
County of Lincoln ) ss

Personally appeared before me this 29 day of June, 2012 the above named Jack Stocker and Lilly R. Stocker.



Nicole Clark  
Notary Public for Oregon

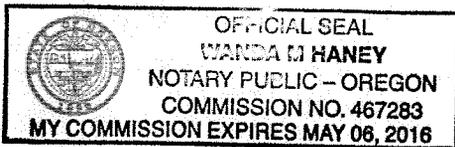
**ACCEPTANCE OF EASEMENT**

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 7<sup>th</sup> day of September, 2012 by Mark McConnell as Mayor of the City of Newport.



Wanda M Haney  
Notary Public for Oregon

OFFICIAL SEAL  
NICOLE CLARK  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 432709  
MY COMMISSION EXPIRES SEP 18, 2012



MY COMMISSION EXPIRES SEP 18, 2012



**EXHIBIT A**

**TAX MAP: 11-11-20AB  
TAX LOT: 200**

**LINCOLN COUNTY, OREGON**

**PREMIER TITLE OF OREGON  
PRELIMINARY TITLE REPORT  
ORDER NO.: 110274**

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**PERMANENT 30 FOOT WIDE  
UTILITY EASEMENT**

A thirty-foot wide utility easement in the Northwest quarter of the Northeast quarter of Section 20, Township 11 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at a point which lies along the easterly right of way line of US Highway 101, said point being the southwesterly corner of Parcel 1 of Partition Plat 1990-11, Lincoln County Plat Records, and the southwesterly corner of an existing 30 foot wide roadway easement; thence South  $78^{\circ} 40' 12''$  East 185.54 feet along the south line of said roadway easement to an angle point of said roadway easement; thence North  $87^{\circ} 52' 45''$  East 454.32 feet, more or less, to a point that lies along the westerly boundary of the tract conveyed to Henry J. Stocker, et ux, by deed, recorded November 18, 1947, in Book 122, page 89, Deed Records for Lincoln County, Oregon, said westerly boundary of the Stocker Tract being the westerly boundary of the abandoned Spruce Production Rail Road right-of-way, said point being the true point of beginning; thence continuing North  $87^{\circ} 52' 45''$  East 66.02 feet, more or less, to a point that lies on the easterly boundary of said Stocker Tract; thence North  $0^{\circ} 58' 33''$  East 11.49 feet along said easterly boundary of the Stocker Tract; thence South  $87^{\circ} 52' 45''$  West 35.26 feet; thence North  $0^{\circ} 58' 33''$  East 23.51 feet; thence South  $87^{\circ} 52' 45''$  West 40.03 feet, more or less, to a point that lies on the westerly boundary of said Stocker Tract; thence South  $0^{\circ} 58' 33''$  West 32.85 feet, more or less, along said westerly boundary of the Stocker Tract to the true point of beginning.

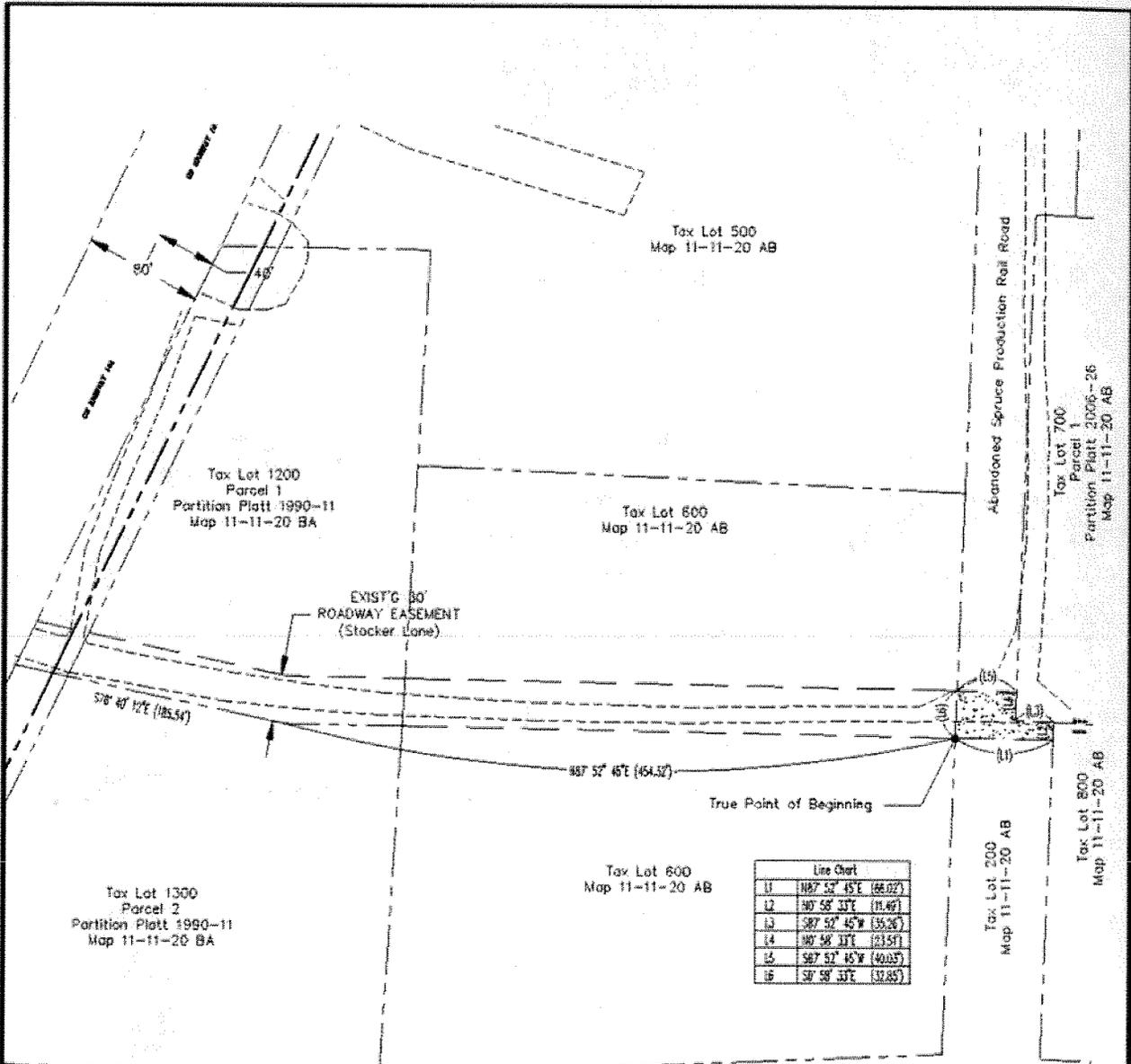


Fig  
B

UTILITY EASEMENT



A 30 FOOT WIDE PERMANENT UTILITY EASEMENT ALONG THAT PORTION OF LAND ACROSS TAX LOT 200, MAP 11-11-20 AB LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 11 WEST OF THE WILLAMETTE MERIDIAN, LINCOLN COUNTY, OREGON.

**Civil West**  
Engineering Services, Inc.

DRAWN BY: MEH  
DATE: DATE JULY, 201



**Easement Map**  
CITY OF NEWPORT  
LINCOLN COUNTY, OREGON

FIGURE  
B

TL 200 - MAP 11-11-20 AB