

GRANTOR:
SPY, LLC
1917 N. Beaver Creek
Seal Rock, OR 97376

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**

SPY, LLC, An Oregon Limited Liability Company, hereinafter referred to as "Grantor", owns the real property described below and does hereby give and grant, without warranty, unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", a non-exclusive, perpetual 25-foot wide Easement for City of Newport public utilities, including the right to lay, construct, and maintain a water pressure 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 (aka Tax Lot 1300, Assessor's Map 11-11-20-BA):

PARCEL 2, PARTITION PLAT 1990-11, recorded May 9, 1990, Partition Plat Records for Lincoln County, Oregon.

Said parcel having the benefit of an easement for ingress and egress as set forth in instrument recorded April 27, 1990, Book 216, page 611, Lincoln County Film records.

Grantor also hereby gives and grants to Grantee a temporary 10-foot wide construction easement, as also described in said Exhibit A, to be used in the course of construction of the water pressure pipeline and the gravity sanitary sewer pipeline (including space to excavate and to construct such utilities and to transport, store and assemble equipment and materials). Said temporary

Lincoln County, Oregon
10/04/2012 02:07:59 PM
DOC-E
\$35.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total =\$78.00

2012-09661

Cnt=1 Pgs=7 Stn=20



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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



easement shall terminate upon the earlier of: (1) completion of said construction, or (2) August 31, 2013.

The Easement is given and granted on the following terms:

1. The Easement hereby granted shall include the right of the Grantee, its agents, employees, 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 or representative 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 in any manner 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. Grantor has a subsurface sewage disposal system drainfield within or near the easement. Grantee shall repair and restore any damage to such systems caused by any such work and, if necessary, maintain alternate sewage disposal during any such work.

c. 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 with trees of a height exceeding six (6) feet, or to replace natural, unlandscaped underbrush (but appropriate measures shall be taken to restore the surface integrity when scarification or other damage to the integrity of the surface of the soil has taken place);

d. In the event unpaved turf is disturbed, Grantee shall place gravel on the surface to maintain the integrity of the surface;

e. Except in case of emergency, Grantee shall endeavor to give Grantor and any tenant or other occupant 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 materially endanger or substantially 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 permanent improvements in the Easement Area, other than pavement of the surface, landscaping and curbs. Grantor may also construct signs, utilities and fences, upon condition that the same shall not injure or damage the utilities within the easement . Grantor may continue to use the easement area for storage and parking of vehicles, equipment and materials which, upon reasonable notice may be temporarily relocated as required to permit work within the easement as authorized hereby.

4. The Easement shall be perpetual, unless the Grantee releases the Easement in a duly executed and recorded Release of Easement. Grantee agrees to provide such a release if the easement is no longer needed for the purpose intended.

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.

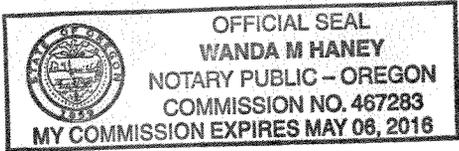
7. Grantee agrees to save, hold, defend and indemnify Grantor against any loss, liability, claim or demand arising out of Grantee's use of the easement and any work carried out pursuant hereto, except to the extent attributable to the fault of Grantor.

Although this Easement is initially for the installation of a water pressure pipeline and a gravity sanitary sewer pipeline, Grantee shall have the right to install, construct and maintain, through Grantee's workforce and contractors, other utilities of the Grantee (such as 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, the parties shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Easement. If either party shall bring suit or action to enforce the terms of this Easement, or to recover damages for breach, the prevailing party shall be entitled to recover from the other party such sums that the court may

STATE OF OREGON)
) ss:
County of Lincoln)

This instrument was acknowledged before me on the 7th day of September, 2012 by Mark McConnell as Mayor of the City of Newport.



Wanda M Haney

Notary Public for Oregon

EXHIBIT A

TAX MAP: 11-11-20BA

TAX LOT: 1300

LINCOLN COUNTY, OREGON

PREMIER TITLE OF OREGON

PRELIMINARY TITLE REPORT

ORDER NO.: 110279

PERMANENT 25 FOOT WIDE

UTILITY EASEMENT

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

The West twenty-five feet (25.0') of said SPY, LLC property.

TEMPORARY 10 FOOT WIDE
CONSTRUCTION EASEMENT

A strip of land ten feet (10.0') in width lying adjacent to the easterly side of the above described permanent easement.

This temporary construction easement shall terminate when the one (1) year warranty period for the project is completed.

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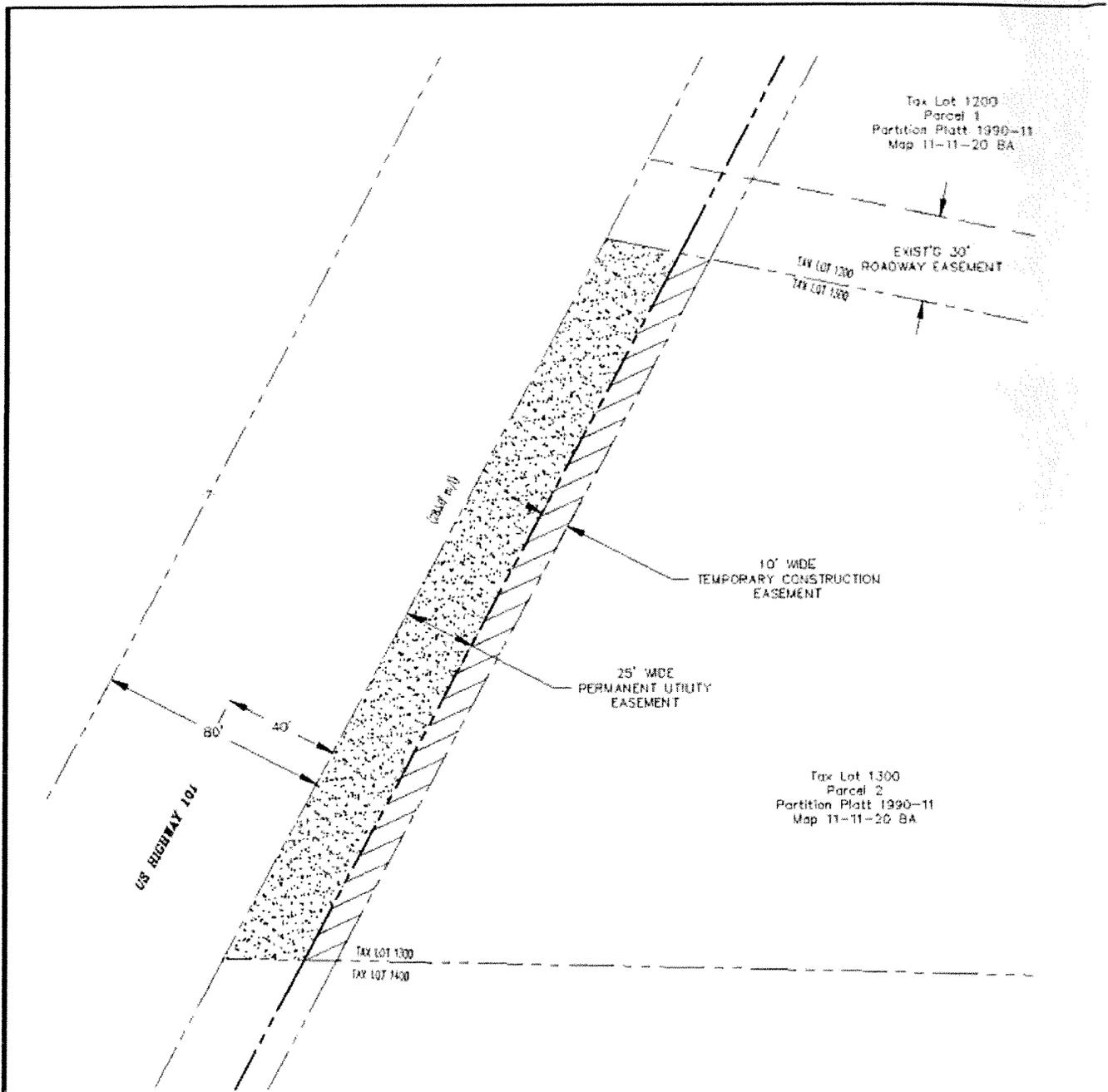
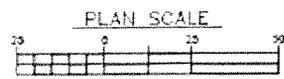


Fig
B

UTILITY EASEMENT



A 25 FOOT WIDE PERMANENT UTILITY EASEMENT ALONG THE WESTERLY BOUNDARY OF TAX LOT 1300, MAP 11-11-20 BA 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.

	DRAWN BY MEH DATE DATE JULY, 201		Easement Map	FIGURE
	TL 1300 - MAP 11-11-20 BA	CITY OF NEWPORT LINCOLN COUNTY, OREGON		B