

Lincoln County, Oregon
10/04/2012 02:07:59 PM
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2012-09665

Cnt=1 Pgs=6 Stn=20

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



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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:

Candace S. Ford
Executor of the Marion E. Stocker Estate
1011 SE 141st Ct.
Vancouver, WA 98683-7031

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**

Candace S. Ford, Executor of the Marion E. Stocker Estate, 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", two exclusive, perpetual Easements for public utilities, the first being a 25-foot wide Easement and the second being a 30-foot wide Easement, 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:

PARCEL 1, PARTITION PLAT 1990-11, recorded May 9, 1990, Partition Plat Records for Lincoln County, Oregon.

The parties have also agreed to a temporary 10-foot wide construction easement, as also described in said Exhibit B, to be used in the course 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).

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 these Easements are initially for the installation of water pressure and 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 gravity sanitary sewer, storm drain, fiber optic cable, and related equipment) within the boundaries of the Easement, and to do so, and authorize to be done, all things 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.

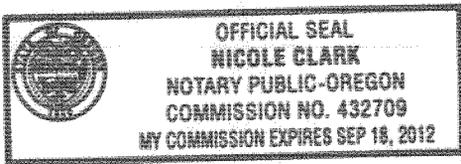
The true and actual consideration for this easement is \$ NONE.

DATED this 10th day of July, 2012.

Candace S. Ford, Executor of the Marion E. Stocker Estate.

STATE OF OREGON)
County of Lincoln) ss

Personally appeared before me this 10 day of July, 2012 the above named Candace S. Ford, ~~Executor of the Marion E. Stocker Estate.~~ (the)


Notary Public for Oregon

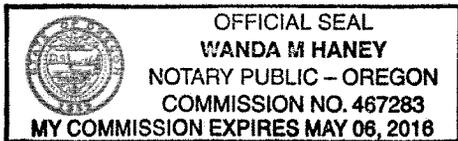
ACCEPTANCE OF EASEMENT

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

Mark McConnell, Mayor

STATE OF OREGON)
County of Lincoln) ss:

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


Notary Public for Oregon

OFFICIAL SEAL
NICOLE CLARK
NOTARY PUBLIC-OREGON
COMMISSION NO. 432709
MY COMMISSION EXPIRES SEP. 18, 2015



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EXHIBIT A

**TAX MAP: 11-11-20BA
TAX LOT: 1200**

LINCOLN COUNTY, OREGON

**PREMIER TITLE OF OREGON
PRELIMINARY TITLE REPORT
ORDER NO.: 110278**

**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 Stocker property.

**PERMANENT 30-FOOT WIDE
UTILITY EASEMENT**

A thirty 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:

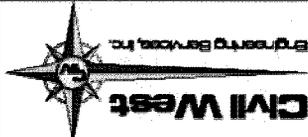
Beginning at a point that lies along the easterly right-of-way line of U.S. Highway 101, said point being the southwesterly corner of Parcel 1, Partition Plat 1990-11, said point also being the southwesterly corner of an existing 30-foot wide roadway easement; thence South 78°40'12" East along the south line of said Parcel 1 and said roadway easement, a distance of 185.54 feet, to an angle point of said Parcel 1 and said roadway easement; thence continuing along said south line of Parcel 1 and said roadway easement North 87°52'45" East, a distance of 80.46 feet, more or less, to the southeasterly corner of said Parcel 1 and said roadway easement; thence North 00°58'33" East along the east boundary line of said Parcel 1 and said roadway easement, a distance 30.22 feet; thence South 87°52'45" West along the north line of said roadway easement, a distance of 80.46 feet, more or less, to an angle point of said roadway easement; thence continuing along said north line of the roadway easement North 78°40'12" West, a distance of 172.66 feet, more or less, to a point on said easterly right-of-way line of U. S. Highway 101; thence South 25°09'00" West along said easterly right-of-way line of U.S. Highway 101, a distance of 31.03 feet, to the point of beginning.

EXHIBIT B

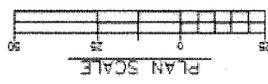
**TEMPORARY 10-FOOT WIDE
CONSTRUCTION EASEMENT**

A strip of land ten feet (10.0') in width lying adjacent to the easterly side of the above described 25-foot wide permanent easement.

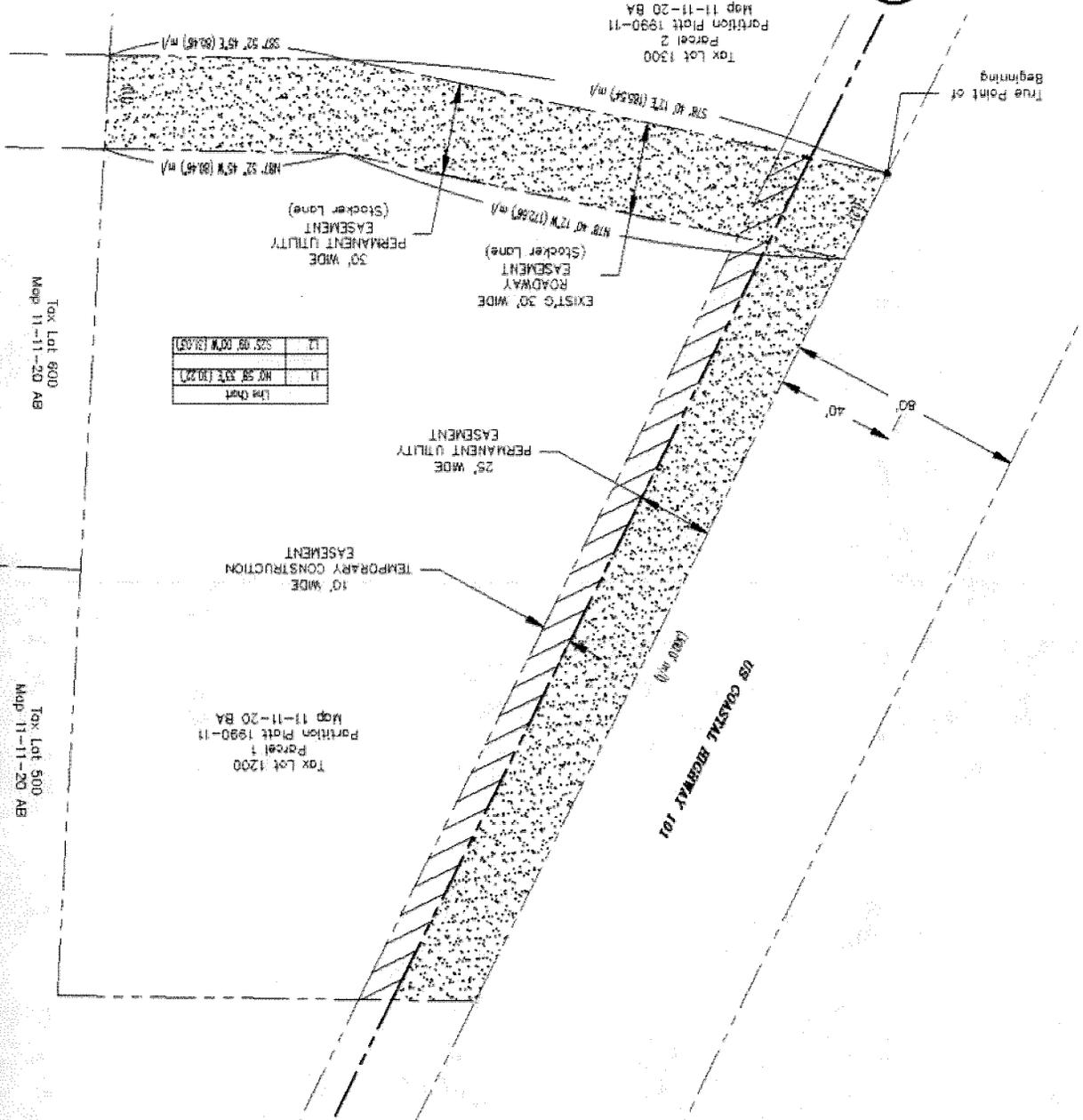
This temporary construction easement shall terminate when the one (1) year warranty period for the project is completed.

FIGURE	Easement Map	CITY OF NEWPORT LINCOLN COUNTY, OREGON	TL 1200 - MAP 11-11-20 BA	
		B	DRAWN BY: MEH DATE: JULY 2011	

A 25 FOOT WIDE PERMANENT UTILITY EASEMENT ALONG THE WESTERLY BOUNDARY OF TAX LOT 1200, ALSO AND TOGETHER WITH PERMANENT UTILITY EASEMENT FOR THAT PORTION THAT CROSSES AND LIES UNDER AN EXISTING 30' ROADWAY EASEMENT, 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.



UTILITY EASEMENT



Lm Chart	
11	NO. 52, 53E (10.27)
12	52E, 53E (10.27)

Tax Lot 800
Map 11-11-20 AB

Tax Lot 500
Map 11-11-20 AB

True Point of Beginning