

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

Lincoln County, Oregon
10/04/2012 02:07:59 PM
DOC-E
2012-09666
Cnt=1 Pgs=5 Stn=20
\$25.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total =\$68.00



00065227201200096660050052

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



**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", an exclusive, perpetual 30-foot wide Easement for 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:

That portion of the South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 20, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Northwest corner of the said South half of the Southwest quarter of the Northwest quarter of the Northeast quarter; thence East on the North line of the said South half of the of the Southwest quarter of the Northwest quarter of the Northeast quarter, 190.0 feet, more or less, to the West right-of-way line of the former U.S. Spruce Production Railroad right-of-way, described in deed to Henry J. Stocker, et ux, recorded November 18, 1947, in Book 122, page 89, Deed Records thence Southerly, along the said right-of-way line, to the South line of the said South half of the Southwest quarter of the Northwest quarter of the Northeast quarter; thence West, on the said South line, to the Southwest corner of the said South half of the Southwest quarter of the Northwest quarter of the Northeast quarter; thence North, on the West line of said Southwest quarter of the Northwest quarter of the Northeast quarter, to the 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. 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 and a gravity sanitary sewer pipeline, Grantee shall have the right to install, and to authorize and permit the

installation of, other City utilities (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, 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.

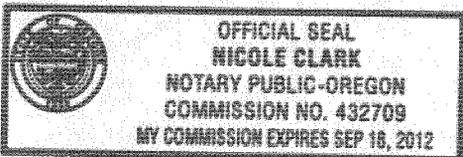
The true and actual consideration for this easement is \$ NONE.

DATED this 10th day of July, 2012.

Candace S. Ford
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. (w)



Nicole Clark
Notary Public for Oregon

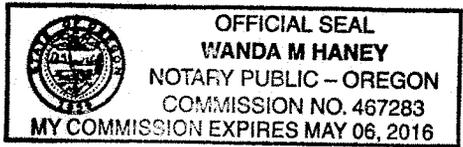
ACCEPTANCE OF EASEMENT

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 7th 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. 483709
MY COMMISSION EXPIRES SEP. 18, 2015



EXHIBIT A

**TAX MAP: 11-11-20AB
TAX LOT: 600**

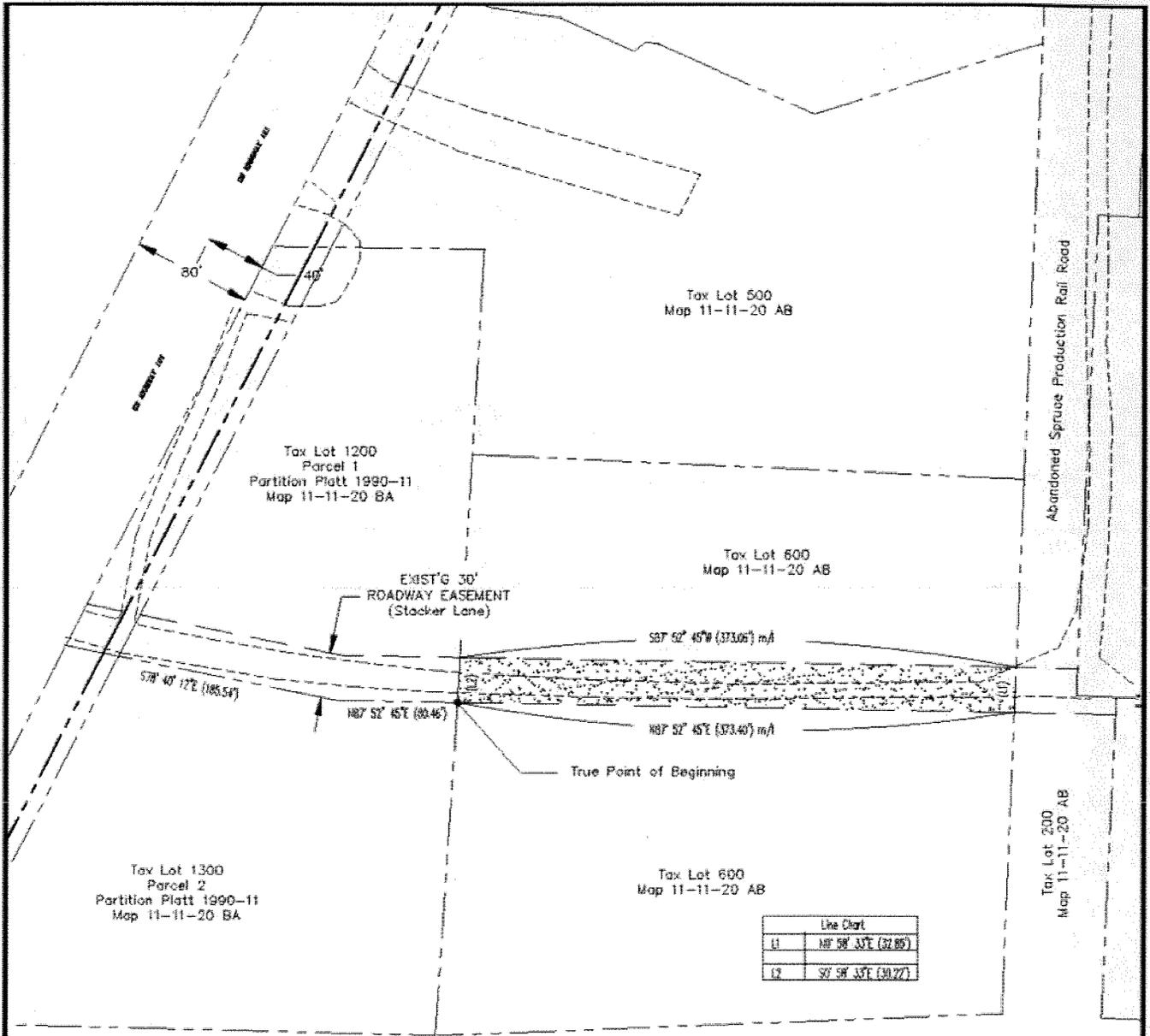
LINCOLN COUNTY, OREGON

**PREMIER TITLE OF OREGON
PRELIMINARY TITLE REPORT
ORDER NO.: 110277**

**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, being more particularly described as follows:

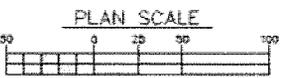
Beginning at a point which lies along the easterly right of way of US Highway 101, said point being the southwesterly corner of Parcel 1, Partition Plat 1990-11, Plat Records for Lincoln County, Oregon, and the southwesterly corner of an existing 30 foot wide roadway easement; thence South $78^{\circ} 40' 12''$ 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 80.46 feet, more or less, to a point that lies along the westerly boundary of Parcel 1 conveyed to Vernon H. Stocker and Marion E. Stocker, husband and wife, by deed, recorded November 7, 1966, in Book 272, page 404, Deed Records for Lincoln County, Oregon, and is the southeasterly corner of said roadway easement and southeasterly corner of said Parcel 1, Partition Plat 1990-11, to the true point of beginning; thence continuing North $87^{\circ} 52' 45''$ East 373.40 feet, more or less, to a point that lies on the easterly boundary of said Stocker Tract and lies along the westerly boundary of the abandoned Spruce Production Rail Road right-of-way; thence North $0^{\circ} 58' 33''$ East 32.85 feet along said westerly boundary of the abandoned Rail Road right-of-way; thence South $87^{\circ} 52' 45''$ West 373.06 feet, more or less, to a point that lies along the westerly boundary of said Stocker Tract; thence South $0^{\circ} 58' 33''$ West 30.22 feet along said westerly boundary of the Stocker Tract to the true point of beginning.



Line Chart	
L1	N87° 58' 33\"/>
L2	S7° 59' 33\"/>

Fig
B

UTILITY EASEMENT



A 30 FOOT WIDE PERMANENT UTILITY EASEMENT ALONG THAT PORTION OF LAND ACROSS TAX LOT 600, 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.



DRAWN BY: MEH
DATE: DATE JULY, 2011



Easement Map

FIGURE

TL 600 - MAP 11-11-20 AB

CITY OF NEWPORT
LINCOLN COUNTY, OREGON

B