

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

2012-09663

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:
LEN'S INC.
P.O. Box 1190
Jefferson, OR 97352

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

LEN'S INC., an Oregon corporation, 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 25-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 the surface of the following described real property:

Beginning at a point that is 1779.97 feet South of the North quarter corner of Section 20, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, which point is the Southeast corner of that certain tract of land conveyed to John F. Wiles and Mary Lou Wiles by deed recorded September 8, 1964 in Book 247, page 569, Deed Records for Lincoln County, Oregon; thence West along the South line of said Wiles tract a distance of 606.46 feet to the Easterly right-of-way line of the Oregon Coast Highway; thence South 25°09' West and along the right-of-way line 300 feet; thence East and parallel to the South line of said Wiles tract 733.96 feet to a point South of the point of beginning; thence North 271.56 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the Southwest quarter of the Northeast quarter of said Section 20.

The parties have also agreed to a temporary 10-foot wide construction easement, as also described in said Exhibit A, 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. Such activities shall in no way, at anytime, restrict access to Grantor's storage facility, storage office, roadways, or impede the operation of business.

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, fences, and driveways for future access subject to required zoning approvals and permitting processes, 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 26 day of July, 2012.

LEN'S INC.

By: Lanny Mix
Authorized Representative

STATE OF Oregon }
County of Lincoln } ss

Personally appeared before me this 26 day of July, 2012 the above named Lanny Mix, and having been duly sworn, did say that such person is a duly authorized LEN'S INC. representative, with authority to execute the foregoing instrument on behalf of said corporation, and acknowledged the foregoing instrument to be the voluntary act and deed of said corporation.

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

MA COMMISSION ENHANCED BY 503
COMMISSION NO. 43203
NOTARY PUBLIC - OREGON
MICHELE STEIN
CLERK 0237



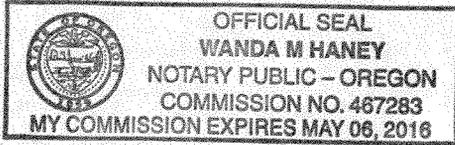
ACCEPTANCE OF EASEMENT

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)
) 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: 11-11-20BD
TAX LOT: 1100**

LINCOLN COUNTY, OREGON

**PREMIER TITLE OF OREGON
PRELIMINARY TITLE REPORT
ORDER NO.: 110283**

**PERMANENT 25 FOOT WIDE
UTILITY EASEMENT**

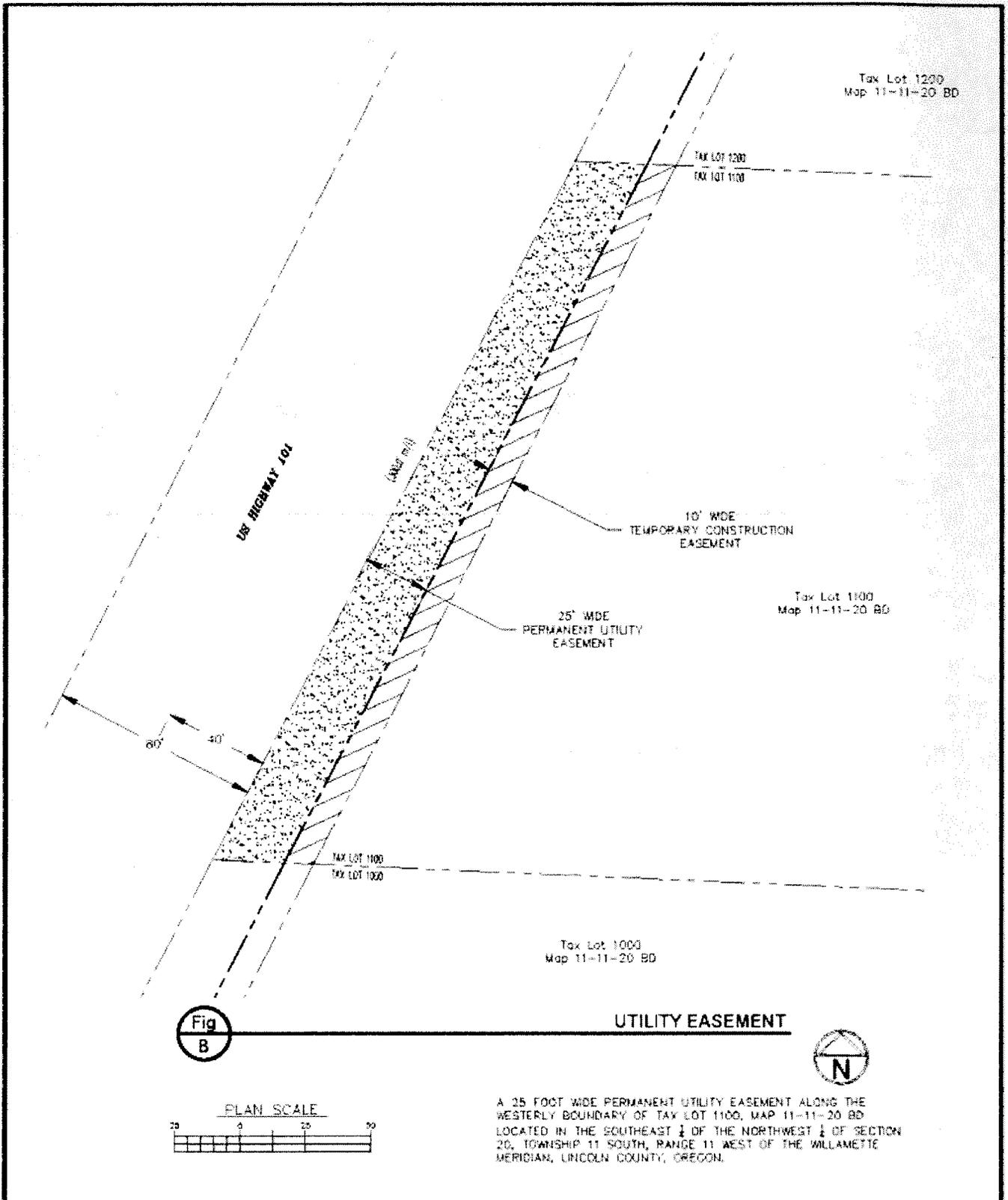
A twenty-five foot wide utility easement in the Southeast quarter of the Northwest quarter of Section 20, Township 11 South, Range 11 West of the Willamette Meridian, in Lincoln County, Oregon, being more particularly described as follows:

The West twenty-five feet (25.0') of said LEN'S INC., 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.



	DRAWN BY MEH DATE DATE JULY, 201		Easement Map	FIGURE
	TL 1100 - MAP 11-11-20 BD			CITY OF NEWPORT LINCOLN COUNTY, OREGON

