



00112098201500110690040044

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



**After recording return to:**  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

### CITY OF NEWPORT, OREGON SHARED-USE PATHWAY PUBLIC ACCESS EASEMENT

Oregon Museum of Science and Industry ("OMSI"), hereinafter referred to as "Grantor", owns the real property described below and illustrated on the schematic drawing attached as Exhibit A, and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", a perpetual easement for public access, including the right to lay, construct, and maintain a ten (10) foot wide paved, shared-use path, pathway lighting, and all related appurtenances, hereinafter referred to as "Shared-Use Pathway", to be constructed and located on, across, under or over the surface of the following described real property:

Refer to Plat of Sunset Dunes  
Recorded December 24, 2014 with Instrument No. 2014-11322

Initial Point, beginning at the 5/8" iron rod at the southeast corner of lot 12, 30th Street Townhouses; Thence north 00°01'10" west to the southerly right of way of SW 30th Street, a distance of 99.92 feet; Thence north 89°51'23" east, along said southerly right of way to the easterly right of way of SW Brant Street, a distance of 30.00 feet; This being the beginning point for the easement.

At that beginning point; Thence north 89°46'52" east, along southerly right of way of 30th Street, a distance of 272.54 feet; Thence continuing along the arc of a 30.00 feet radius curve right (the long cord of which bears south 43°55'00" east, 43.38'), a distance of 48.48 feet; Thence north 87°36'38" west, a distance of 15 feet; Thence continuing along the arc of a 15.00 feet radius (the long cord of which bears north 43°54'53" west, 21.69'), a distance of 24.25 feet; Thence south 89°46'52" west, a distance of 272.50 feet; Thence north 00°20'55" west, a distance of 15.00 feet to beginning point.

Said, 15' Public Access Easement, contains approximately 4,633 square feet

This is intended to exclude all other below-surface installations, except as may be specifically-approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

City and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing the Shared-Use Pathway, to permanently operate and maintain the Shared-Use Pathway, and to inspect, repair, replace, remove or renovate the Shared-Use Pathway.

Grantor shall have the right, but not any obligation, to plant landscaping adjacent to the hardscape pathway in the Shared-Use Pathway easement. If Grantor chooses to plant landscaping within the Shared-Use Pathway easement, then Grantor accepts responsibility for maintaining such landscaping. Grantor agrees not to plant any tree, shrub or plant within the Shared-Use Pathway easement, nor build any structure or place any fence in the easement without first obtaining written permission from City, which shall not be unreasonably withheld, conditioned or delayed. Balm, poplar, locust, cottonwood or willow trees should not be planted near the Shared-Use Pathway easement. It is understood that City may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any maintenance of the easement by Grantor if City finds that the physical obstruction or use will interfere with the Shared-Use Pathway or City's easement rights granted above, without recompense to the Grantor.

Grantor and City intend that this easement bind Grantor, his or her heirs, successors and assigns. This easement will not be considered abandoned until City has declared the easement abandoned and no longer in use by City, and releases this easement in a duly executed and recorded Release of Easement.

In addition to all other remedies allowed by law, Grantor and the City, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement. If Grantor or the City is required to bring suit or action to enforce the terms of this easement, either party shall be entitled to recover from the other 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 \$15,057.25.

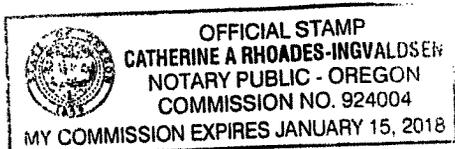
DATED this 24<sup>th</sup> day of September, 2015.

Nancy Stuber  
Owner / PRESIDENT

STATE OF OREGON )  
County of Lincoln } ss

Personally appeared before me this 24<sup>th</sup> day of September, 2015 the above named Nancy Stuber.

Callie Rhead  
Notary Public for Oregon



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**ACCEPTANCE OF EASEMENT**

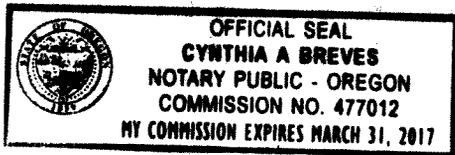
The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this 12<sup>th</sup> day of October, 2015.

*Spencer R. Nebel*  
Spencer R. Nebel, City Manager

STATE OF OREGON )  
County of Lincoln ) ss:

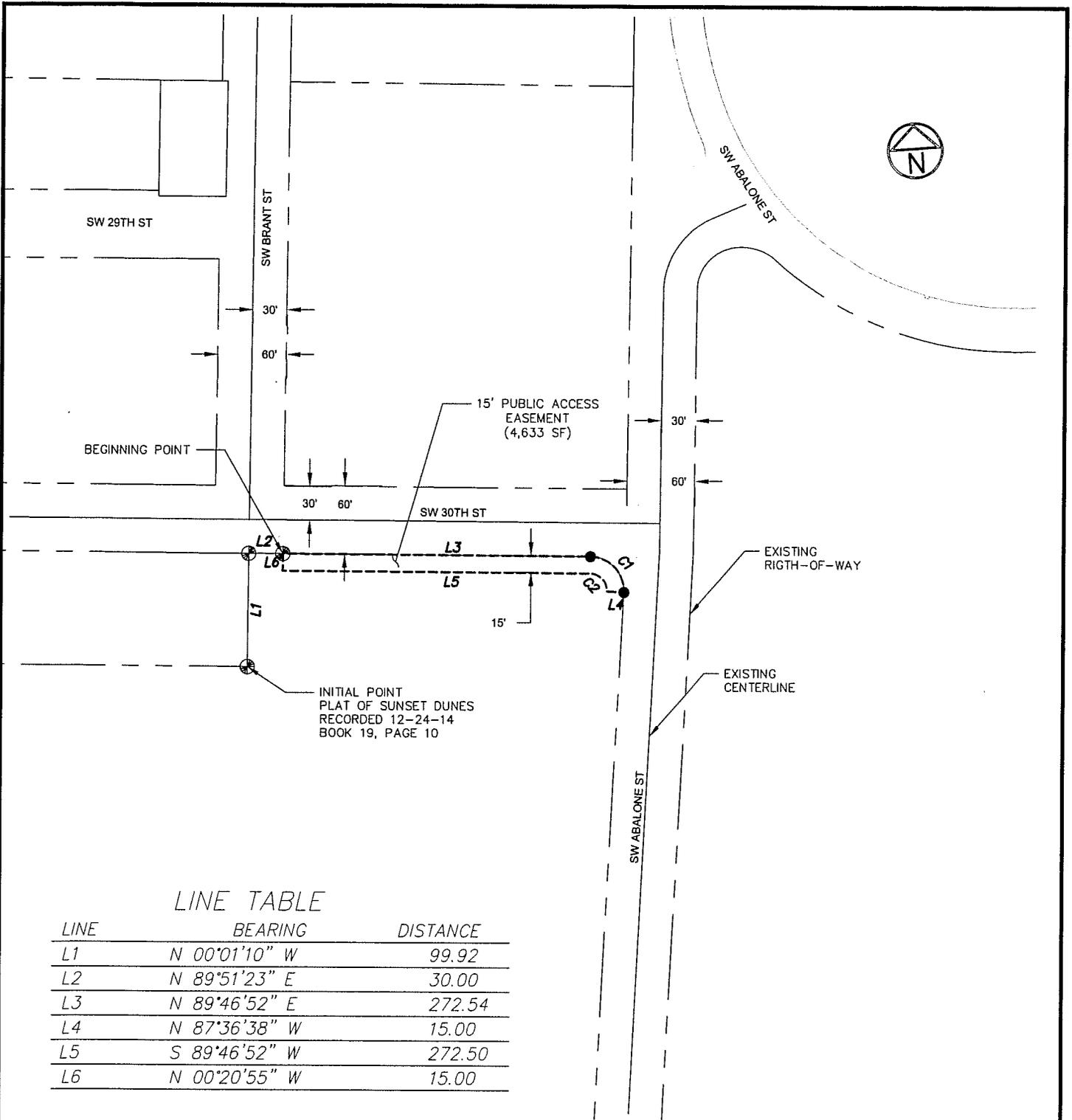
This instrument was acknowledged before me on the 12<sup>th</sup> day of October, 2015 by Spencer R. Nebel as City Manager of the City of Newport.

*Cynthia A. Breves*  
Notary Public for Oregon



OFFICIAL SEAL  
CYNTHIA A BREWER  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 43702  
MY COMMISSION EXPIRES MARCH 31, 2013





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°01'10" W	99.92
L2	N 89°51'23" E	30.00
L3	N 89°46'52" E	272.54
L4	N 87°36'38" W	15.00
L5	S 89°46'52" W	272.50
L6	N 00°20'55" W	15.00

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	48.48	92°35'43"	30.00	43.38	S 43°55'00" E
C2	24.25	92°36'20"	15.00	21.69	S 43°54'53" E



DRAWN BY: CL  
DATE: JUNE, 2015



**15' Public Access Esmt**

EXHIBIT

SW ABALONE ST & 30TH ST

CITY OF NEWPORT  
LINCOLN COUNTY, OR

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