



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
Dana W. Jenkins, Lincoln County Clerk



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

**CITY OF NEWPORT, OREGON
PUBLIC UTILITY EASEMENT**

Seaview Humble 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 easement for public utilities, including the right to lay, construct, and maintain public utilities, and all related appurtenances, hereinafter referred to as "Public Utility", to be constructed and located on, across, under or over the surface of the following described real property:

2728 SW Brant St; Tax Lot 11-11-17-BD-01700-00 (0.26 acres), South Beach, Oregon 97366

This is intended to exclude all other below-surface installations, except as may be specifically approved by the City.

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

Grantor shall be responsible for landscape and surface maintenance within the easement. In carrying out this responsibility, Grantor agrees not to plant any tree or build any structure or place any fence in the easement without first obtaining written permission from City. It is understood that City may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the Public Utility or City's easement rights granted above, without recompense to the Grantor. On completion of utility work, City will restore existing landscaping to previous condition.

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, Grantee, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this

AFTER RECORDING RETURN TO:
CITY OF NEWPORT
169 SW COAST HIGHWAY
NEWPORT, OR 97365

EASEMENT AGREEMENT

1. PARTIES: *Seaview Homes LLC*

Name *Greg Morrow, member*,

Address *347 SW Bay Blvd Ste. G, Newport, OR 97365*, hereinafter referred to as "Grantor".

CITY OF NEWPORT, an Oregon Municipal Corporation, 169 SW Coast Highway, Newport, Oregon, 97365, hereinafter referred to as "Grantee".

2. AFFECTED PROPERTY:

Grantor is currently the owner of the following described real property (property) located in Lincoln County, Oregon at:

2728 SW Brant St; Tax Lot 11-11-17-BD-01700-00 (0.26 acres), South Beach, Oregon 97366

3. GRANT OF EASEMENT:

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Roadway Slope Easement upon a portion of Grantor's property as shown in the map attached as EXHIBIT "A" and more fully described in the attached EXHIBIT "B", which are incorporated herein.

4. STATEMENT OF PURPOSE:

The easement described above shall be used to construct and maintain an earth cut/fill slope (slope) supporting the adjacent street improvements and for unrestricted ingress and egress to Grantor's property for the purpose of maintaining the earth cut/fill slope and all related facilities.

5. TYPE OF EASEMENT:

The easement described above shall be non-exclusive except that Grantee shall have the exclusive right to construct and maintain an earth cut/fill slope and all related facilities within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other use or utilities to be located in the easement without the written consent of Grantee. Approved uses within the easement area shall consist of, but are not limited to, paved driveway or parking areas, trails, paths, or other uses that will not affect the ability of the City to access the slope area. Prohibited uses shall consist of, but are not limited to, buildings, structures, or any excavation or alteration of the earth slope. Placement of additional fill abutting the slope is acceptable. The easement shall perpetually encumber the property.

6. MAINTENANCE:

Grantee shall be responsible for the maintenance of the earth cut/fill slope supporting the adjacent street improvements located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

7. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the slope, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 6 above.

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.

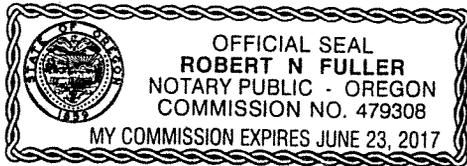
The true and actual consideration for this easement is \$ 0.

DATED this 29th day of January, 2016.

X Gregory A. Morrow
Owner member

STATE OF OREGON)
County of Lincoln) ss

Personally appeared before me this 29th day of January, 2016 the above named Greg Morrow.



Robert N. Fuller
Notary Public for Oregon

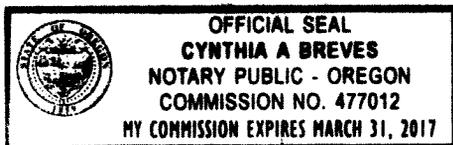
ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this 1st day of February, 2016.

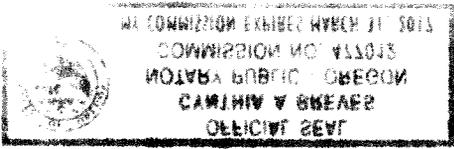
Spencer Nebel
Spencer Nebel, City Manager

STATE OF OREGON)
County of Lincoln) ss:

This instrument was acknowledged before me on the 1st day of February, 2016 by Spencer Nebel as City Manager of the City of Newport.



Cynthia A. Breves
Notary Public for Oregon



MY COMMISSION EXPIRES MARCH 31, 2013

COMMISSION NO. 432013

NOTARY PUBLIC - STATE OF CALIFORNIA

SAMJIN V. KWAN

OFFICIAL SEAL

8. REMEDIES:

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

9. BINDING EFFECT ON SUCCESSOR INTERESTS:

The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

10. ATTORNEY FEE:

In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this 29th day of January, 2016.

GRANTOR:

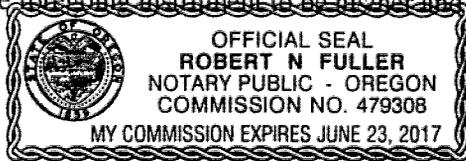
By: X Seraview Homes LLC.
Greg Morrow member

STATE OF Oregon)
) ss.
County of Lincoln)

GRANTEE:

By: [Signature]
Spencer Nebel, City Manager
CITY OF NEWPORT

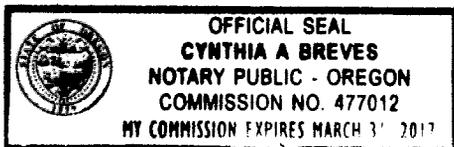
Personally appeared before me this 29th day of January, 2016,
Greg Morrow, for _____, and
acknowledged the foregoing instrument to be his/her and _____'s voluntary
act and deed.



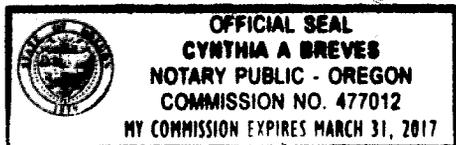
By: _____
Notary Public for: Oregon
My Commission expires: 6/23/2017

STATE OF OREGON)
) ss.
County of Lincoln)

Personally appeared before me this 1 day of February, 2016,
Spencer R Nebel, City Manager for the CITY OF NEWPORT and acknowledged the
foregoing instrument to be his/her and the CITY OF NEWPORT's voluntary act and deed, and accepted
the easement on behalf of the CITY OF NEWPORT.



By: [Signature]
Notary Public for Oregon
My Commission Expires: MARCH 31, 2017



OFFICIAL SEAL
CYNTHIA A BREWER
NOTARY PUBLIC - OREGON
COMMISSION # 12345
EXPIRES 12/31/2024



OFFICIAL SEAL
CYNTHIA A BREWER
NOTARY PUBLIC - OREGON
COMMISSION # 12345
EXPIRES 12/31/2024



