

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

1. PARTIES:

Name: First Baptist Church of Salem,
Address: 395 Marion St NE Salem, Oregon 97301, 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:

116 NW Gilbert Way Newport, Oregon 97365 and identified as Map Taxlot: 10-11-29-CA-03200-00 by the Lincoln County Tax Assessor.

3. GRANT OF EASEMENT:

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Temporary Construction Easement upon the Grantor's property to be used as an access point to the adjoining City of Newport Right-of-Way.

4. STATEMENT OF PURPOSE:

The temporary construction easement described above shall be used to construct storm sewer drain improvements including a new manhole and piping within the flow channel of an unnamed creek and for unrestricted ingress and egress to Grantor's property for the purpose of constructing the storm sewer and all related facilities.

5. TYPE OF EASEMENT:

This temporary construction easement shall give the Grantee access to the adjoining property by means of traversing the Grantor's property during the construction phase. The easement shall expire upon completion of the construction phase and a new easement will be provided should maintenance on the storm sewer be required at a later date.

6. MAINTENANCE:

Grantee shall be responsible for the maintenance of the storm sewer located on the adjacent lot. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property. Grantee shall repair any damage to the asphalt or other surfaces which are inadvertently damaged during construction. All surfaces will be repaired to like or better condition with the exception of one shore pine adjacent to the parking area which will be removed for construction equipment access.

7. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability 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.

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 3RD day of August, 2016.

GRANTOR:

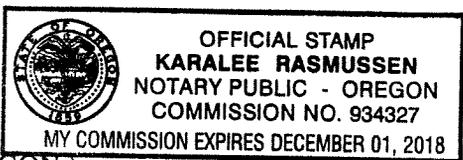
By: Wayne Bernard

GRANTEE:

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

STATE OF Oregon)
Madison) ss.
County of Lincoln)

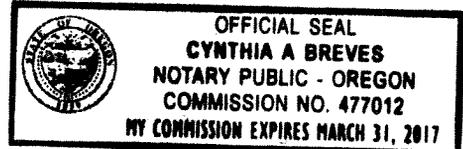
Personally appeared before me this 3 day of August, 2016,
Wayne Bernard for Seakrest Lodge, and
acknowledged the foregoing instrument to be his/her and Wayne's's voluntary
act and deed.



By: Karalee Rasmussen
Notary Public for: Oregon
My Commission expires: 12/01/2018

STATE OF OREGON)
) ss.
County of Lincoln)

Personally appeared before me this 3 day of August, 2016,
Spencer 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:

THE COMMISSIONERS OF THE LAND OFFICE
 HONORABLE SECRETARIES
 100 WATER STREET
 OREGON

THE COMMISSIONERS OF THE LAND OFFICE
 HONORABLE SECRETARIES
 100 WATER STREET
 OREGON

