

Lincoln County, Oregon  
08/01/2020 01:18:31 PM  
DOC-E

2020-05242

Cnt=1 Pgs=6 Stn=20  
\$30.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total=\$118.00



00162405202000052420060080

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

### STORM DRAIN EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, N.S.H Properties, an Oregon general partnership consisting of Michael P. Schulz and Wayne G. Helikson, hereinafter called "Grantor" hereby gives, grants and conveys to the CITY OF NEWPORT, an Oregon Municipal Corporation in Lincoln County, Oregon, hereinafter called "Grantee", an easement over certain real property owned by Grantor and more particularly described in Exhibit A which is attached hereto. A drawing of the easement is attached as Exhibit B.

**PURPOSE:** The easement is granted for a City storm drain line which has been placed within the description described above by the City of Newport. The easement is to construct, maintain, repair and replace said line together with the appurtenances incidental thereto. The storm water drain line is a part of the City of Newport's City storm water drainage system.

**TYPE OF EASEMENT:** The easement granted by Grantor to Grantee is perpetual.

**CONSTRUCTION, MAINTENANCE AND REPAIRS:** Grantee, its employees, contractors and agents shall have the right to enter upon the easement at reasonable times and for reasonable lengths of time to construct, maintain, inspect, repair, replace, renovate, or remove material from the storm drain line to accomplish the purposes of the Easement. The Grantee shall photographically inspect the line upon request by the Grantor. Grantor may request such an inspection once a year. The Grantee shall inspect the line within 30 days of the request by Grantor and provide the results, including the photographic recording to the Grantor within 30 days of completion of the inspection. In the event Grantor has reason to believe damage is being caused by the line, Grantor may request that a photographic inspection of the line and the Grantee shall inspect the line within 72 hours and the results shall be provided to Grantor within 48 hours after the inspection.

Grantor shall not construct a building over the Easement. Grantor shall be allowed to pave and maintain paving over the Easement but in the event the Grantee disturbs or damages the pavement or other property within or without the easement in repairing, maintaining, or reconstructing the storm drain line, the Grantee shall repair the paving or other property damaged at its expense and said restoration shall be done promptly upon completion of the Grantee's work.

**BINDING EFFECT:** This easement and the covenants contained herein shall run with the property described herein and be binding on the heirs and successors of the parties. This Easement will not be considered abandoned until Grantee has declared the Easement abandoned and no longer in use, and releases this Easement in a duly executed and recorded Release of Easement.

- (a) The Grantee represents and warrants to Grantor that it has the legal authority to enter into this agreement according to the terms set forth herein and this agreement is binding on the City of Newport.

**ATTORNEY FEES:** In the event any suit or action is filed to enforce any of the terms or conditions of this Easement, the losing party shall pay to the prevailing party the prevailing party's costs and attorney fees, including attorney fees on any appeal.

**NON-EXCLUSIVITY:** This easement is granted subject to easements and encumbrances of record. Grantor may grant other easements for other utilities or access, provided they do not unreasonably interfere with the easement granted to Grantee herein. It is understood and acknowledged that pursuant to the City of Newport Ordinance 2038, any water draining into the line from the Grantor's property is considered to be water draining into a City storm drain line.

**PRIOR EASEMENT TERMINATED:** This Easement terminates and replaces a previous storm drain line easement granted by N.S.H. Properties to the City of Newport dated June 17, 1993 and recorded in Book 563 Page 2159 on June 30, 1993 in the Deed Records of Lincoln County, Oregon. The previous easement is no longer of any force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective on the date of the last signature affixed hereto.

GRANTOR:

N.S.H. Properties, an Oregon general  
partnership

By: 

Michael P. Schulz, Partner

County of Lincoln )

This instrument was acknowledged before me on the 27 day of May,  
2020 by Spencer R. Nebel as City Manager of the City of Newport.

Melanie Kell

Notary Public for Oregon

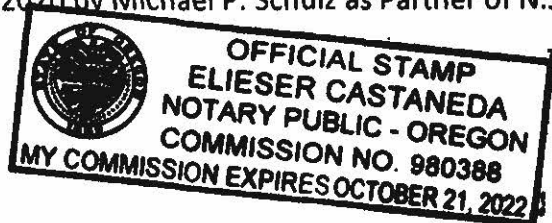
By: Wayne G. Helikson

Wayne G. Helikson

STATE OF OREGON )

County of Lincoln )

This instrument was acknowledged before me this 27<sup>th</sup> day of FEB 2020 by Michael P. Schulz as Partner of N.S. H. Properties, an Oregon general partnership.



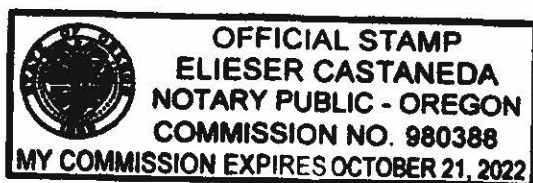
[Signature]

Notary Public for Oregon

STATE OF OREGON )

County of Lane )

This instrument was acknowledged before me on the 27<sup>th</sup> day of FEB 2020 by Wayne G. Helikson as Partner of N.S.H. Properties, an Oregon general partnership.



[Signature]

Notary Public for Oregon

#### ACCEPTANCE OF EASEMENT

The City of Newport, Oregon does hereby accept the above described Storm Drain Line Easement this 27<sup>th</sup> day of May, 2020.



[Signature]

Spencer R. Nebel, City Manager

STATE OF OREGON )

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Ronald Alvin Bush*

OREGON  
JULY 13, 1999  
RONALD ALVIN BUSH  
41486LS

EXHIBIT A

Project: Storm Sewer Utility Easement, Tax Lot 3000, T11S, R11W, N.W. 1/4, S.E. 1/4, Section 5, WM, City of Newport, Lincoln County, Oregon, Deed Document *Exp Dec 31, 2021*  
Number Book 222, Page 1501, Lincoln County Records

Location; Falling within the limits of the vacated portion of N.E. 10<sup>th</sup> Court, between Block 32 and 33, Plat of Phelps Addition, Newport, Oregon

PROPERTY OWNER:

N. S. H. Properties, an Oregon General Partnership

PREPARED BY:

Ron Bush Engineering and Surveying, Inc.  
16151 SE Bluff Road  
Sandy, OR 97055  
(503) 329-8017

**12' Wide Utility Easement**

Legal description of a 12 foot wide utility easement, easement being 6 feet either side of the defined centerline, more particularly defined as follows:

Beginning at the INITIAL POINT, being the southwest corner of Lot 6, Block 33, Phelps Addition to the City of Newport; Thence southwesterly at a bearing of S02°13'25"W, tracing the east boundary of previously said Tax Lot 3000, a distance of 16.34 feet to the POINT OF BEGINNING; Thence northwesterly at a bearing of N85°59'58"W a distance of 237.06 feet to a point on the west boundary of said tax Lot 3000, point also being on the east right-of-way boundary of the Oregon Coast Highway (Highway 101) and the west boundary of the easement.

Permanent Easement containing 2,845 square feet more or less.

EXHIBIT B

33

PHELPS  
ADDITION



AREA OF EASEMENT  
2845± SQ FT

B 222, P 1501  
OCTOBER 5, 1990  
LINCOLN COUNTY RECORDS

INITIAL POINT  
SW CORNER OF LOT 6  
BLOCK 33, PHELPS ADDITION

237.06, N85°59'58"W

12.00 FOOT WIDE (6 FEET FROM CENTERLINE) UTILITY EASEMENT

B 282, P 2072  
JUNE 6, 1994  
LINCOLN COUNTY RECORDS

6

7

16.34, S02°13'25"W

POINT OF BEGINNING

NE 10TH CT

B 429, P 2473  
SEPTEMBER 7, 2001  
LINCOLN COUNTY RECORDS

9

8

40' 0' 40' 80'

GRAPHIC SCALE 1"=40'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Ronald Alvin Bush*

OREGON  
JULY 13, 1999  
RONALD ALVIN BUSH  
41480000

EXPIRES DEC 31, 2021

CITY OF NEWPORT  
PERMANENT UTILITY EASEMENT  
TAX LOT 300 N.W. 1/4 OF THE S.E. 1/4 SECTION 5, T11S, R11W, W.M.  
LINCOLN COUNTY, OREGON