



Lincoln County, Oregon		2021-03884
03/26/2021 04:04:03 PM		
DOC-E	Cnt=1 Pgs=2 Stn=12	
\$10.00 \$11.00 \$10.00 \$60.00 \$7.00		\$98.00
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 PUBLIC ACCESS AND UTILITY EASEMENT

Habitat for Humanity of Lincoln County, a non-profit corporation under ORS 65.001(38), 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 located in Lincoln County, Oregon, hereinafter referred to as "GRANTEE", a non-exclusive, perpetual easement for public access and public utilities, including the right to lay, construct, and maintain streets, sidewalks, water mains, sewer mains, storm drainage lines, and all related appurtenances, hereafter referred to as "PUBLIC UTILITIES", to be constructed and located on, across, under or over the surface of the following described real property:

AN AREA 17.02 FEET IN WIDTH, EAST OF AND PARALLEL TO THE WEST
PROPERTY LINE OF PARCELS 1 AND 2, AS DESCRIBED IN LINCOLN COUNTY
DOCUMENT 2020-01748, SAID PROPERTY LINE BEING COTERMINUS WITH THE
SOUTH PINE STREET ROAD RIGHT-OF-WAY.

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

The true and actual consideration for this easement is \$ (other than monetary value).

Grantor does covenant and agree that the easement area described herein may be utilized by GRANTEE, its agents, employees, and the general public for unrestricted ingress and egress over GRANTOR'S property for the purpose of accessing said property or other real property in the area.

GRANTEE and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing, operating, and maintaining the PUBLIC UTILITIES, including inspection, repair, replacement, removal and renovation of the PUBLIC UTILITIES.

GRANTOR shall be responsible for landscape maintenance within the easement. In carrying out this responsibility, GRANTOR agrees not to plant any tree, shrub or plant within the easement, nor build any structure or place any fence in the easement without first obtaining written permission from GRANTEE. It is understood that GRANTEE may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if GRANTEE finds that the physical obstruction or use will interfere with GRANTEE's easement rights granted above, without recompense to the GRANTOR.

After recording return to:

City of Newport
169 SW Coast Highway
Newport, OR 97365

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

Habitat for Humanity of Lincoln County, a non-profit corporation under ORS 65.001(38), 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 located in Lincoln County, Oregon, hereinafter referred to as "GRANTEE", a non-exclusive, perpetual easement for public access and public utilities, including the right to lay, construct, and maintain streets, sidewalks, water mains, sewer mains, storm drainage lines, and all related appurtenances, hereafter referred to as "PUBLIC UTILITIES", to be constructed and located on, across, under or over the surface of the following described real property:

AN AREA 17.02 FEET IN WIDTH, EAST OF AND PARALLEL TO THE WEST
PROPERTY LINE OF PARCELS 1 AND 2, AS DESCRIBED IN LINCOLN COUNTY
DOCUMENT 2020-01748, SAID PROPERTY LINE BEING COTERMINUS WITH THE
SOUTH PINE STREET ROAD RIGHT-OF-WAY.

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

The true and actual consideration for this easement is \$ (other than monetary value) .

Grantor does covenant and agree that the easement area described herein may be utilized by GRANTEE, its agents, employees, and the general public for unrestricted ingress and egress over GRANTOR'S property for the purpose of accessing said property or other real property in the area.

GRANTEE and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing, operating, and maintaining the PUBLIC UTILITIES, including inspection, repair, replacement, removal and renovation of the PUBLIC UTILITIES.

GRANTOR shall be responsible for landscape maintenance within the easement. In carrying out this responsibility, GRANTOR agrees not to plant any tree, shrub or plant within the easement, nor build any structure or place any fence in the easement without first obtaining written permission from GRANTEE. It is understood that GRANTEE may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if GRANTEE finds that the physical obstruction or use will interfere with GRANTEE's easement rights granted above, without recompense to the GRANTOR.

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

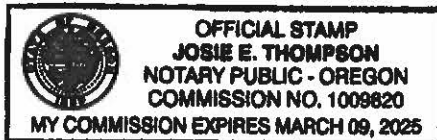
In addition to all other remedies allowed by law, GRANTOR and GRANTEE and their heirs, successors and assigns shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement. If either party is required to bring suit or action to enforce the terms of this easement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs in such action or suit, including upon appeal.

DATED this 25th day of March, 2021.

Lucinda Taylor
Habitat for Humanity of Lincoln County

STATE OF OREGON)
County of Lincoln) ss

Personally appeared before me this 25 day of March, 2021 the above named Lucinda Taylor for Habitat of Humanity of Lincoln County.



Josie E. Thompson
Notary Public for Oregon

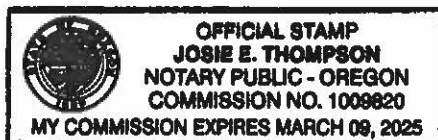
ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Access and Utility Easement this 26 day of March, 2021.

Spencer Nebel
Spencer Nebel, City Manager

STATE OF OREGON)
County of Lincoln) ss:

This instrument was acknowledged before me on the 26 day of March, 2021 by Spencer Nebel as City Manager of the City of Newport.



Josie E. Thompson
Notary Public for Oregon

After recording return to:

Peggy Hawker, City recorder
City of Newport
169 SW Coast Highway
Newport, OR 97365

MEMORANDUM OF LAND DONATION AGREEMENT

THIS MEMORANDUM OF LAND DONATION AGREEMENT dated March 25, 2021 is made as by and between Habitat for Humanity of Lincoln County, a non-profit corporation under ORS 65.001(38) ("Habitat") and City of Newport, an Oregon municipal corporation ("City").

IT IS THEREFORE AGREED as follows:

1. LAND DONATION AGREEMENT

Habitat and City have entered into a Land Donation Agreement executed on July 27, 2015 (the "Agreement") pursuant to which City agreed to donate to Habitat and Habitat agreed to accept the following property from City:

PARCEL 1

THOSE PORTIONS OF LOTS 13 AND 14, BLOCK 41, "CASE AND BAYLEY'S 2ND ADDITION", IN THE CITY OF NEWPORT, LINCOLN COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD AT THE WESTERLY CORNER OF LOT 14, "CASE AND BAYLEY'S 2ND ADDITION"; THENCE NORTH 53° 18' 33" EAST, 94.00 FEET ALONG THE NORTHWESTERLY BOUNDARY OF BLOCK 41 TO A 5/8 INCH IRON ROD; THENCE SOUTH 36° 35' 38" EAST, 49.56 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 53° 18' 34" WEST, 94.10 FEET, TO A 5/8 INCH IRON ROD ON THE SOUTHWESTERLY BOUNDARY OF THE AFOREMENTIONED LOT 14; THENCE NORTH 36° 28' 45" WEST, 49.56 FEET ALONG SAID SOUTHWESTERLY BOUNDARY TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

THOSE PORTIONS OF LOTS 13 AND 14, BLOCK 41, "CASE AND BAYLEY'S 2ND ADDITION", IN THE CITY OF NEWPORT, LINCOLN COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD AT THE WESTERLY CORNER OF LOT 14, "CASE AND BAYLEY'S 2ND ADDITION"; THENCE SOUTH 36° 28' 45" EAST, 49.56 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 14 TO A 5/8 INCH IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 53° 18' 34" EAST, 94.10 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 36° 35' 38" EAST, 43.87 FEET TO A 5/8 INCH IRON ROD ON THE SOUTHEASTERLY BOUNDARY OF LOT 13; THENCE SOUTH 53° 34' 04" WEST, 94.19 FEET ALONG THE SOUTHERLY BOUNDARIES OF THE AFOREMENTIONED LOTS 13 AND 14 TO A 5/8 INCH IRON ROD AT THE SOUTHERLY CORNER OF SAID LOT 14; THENCE NORTH 36° 28' 45" WEST, 43.45 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF LOT 14 TO THE TRUE POINT OF BEGINNING.

2. Section 8 of the Agreement Provides as follows:

Disposition of Transferred Property. Each City parcel conveyed to Habitat shall be subject to a deed restriction requiring that such property be used expressly for affordable housing purposes for a period of at least 20 years from the date a certificate of occupancy is issued. The deed restriction shall further include a reversionary interest in City, ensuring that ownership of the transferred property will return to City in the event that the use limitation, or any other term or condition, is violated.

3. Section 9 of the Agreement Provides as follows:

Affordability Assurance. Once a certificate of occupancy is obtained for a unit, and the subject lot is transferred, Habitat agrees to record and enforce a trust deed against the lot that restricts resale to an amount attainable by an individual or family making 80% of median family income for a period of 20-years.

4. Section 4 of the Agreement Provides as follows:

Affordable Housing Defined. For the purpose of this Agreement, the term "affordable housing" means housing constructed by or for Habitat, which is marketed and sold to an individual or family making between 40 and 80 percent of median family income and at least one household member employed in Lincoln County.

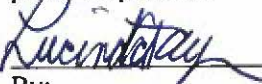
5. PURPOSE OF MEMORANDUM OF LAND DONATION AGREEMENT.

This Memorandum of Land Donation Agreement is prepared for the purpose of recordation, and it in no way modifies the Agreement.

DATED this 25th day of March, 2021

HABITAT:

Habitat for Humanity of Lincoln County, a non-profit corporation



By:
Its:

CITY:

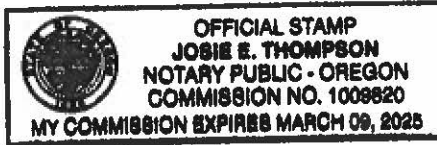
City of Newport, an Oregon municipal corporation



By: Spencer R. Nebel
Its: City Manager

STATE OF OREGON)
) ss.
County of Lincoln)

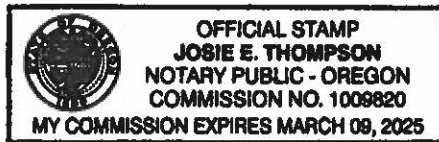
This document was acknowledged before me on 26 day of March, 2021, by
Spencer R. Nebel, as City Manager of City of Newport.



Josie E. Thompson
Notary Public – State of Oregon

STATE OF OREGON)
) ss.
County of Lincoln)

This document was acknowledged before me on 25 day of March, 2021, by
Lucinda Taylor, as Exec. Director of Habitat for Humanity of Lincoln
County.



Josie E. Thompson
Notary Public – State of Oregon

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

After recording return to:

ORS 205.234(1)(c)

City of Newport169 sw Coast HighwayNewport, Oregon 97365

Lincoln County, Oregon

04/12/2021 03:42:51 PM

2021-04668

DOC-COR/E

Cnt=1 Pgs=7 Stn=12

\$35.00 \$11.00 \$80.00 \$10.00 \$7.00 - Total = \$123.00



00197281202100046680070070

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

**1. Title(s) of the transaction(s)**

ORS 205.234(1)(a)

Public Access and Utility Easement (Correction)**2. Direct party(ies) / grantor(s)**

Name(s)

ORS 205.234(1)(b)

Habitat for Humanity**3. Indirect party(ies) / grantee(s)**

Name(s)

ORS 205.234(1)(b)

City of Newport**4. True and actual consideration:**

ORS 205.234(1) Amount in dollars or other

\$ 0.00

Other: _____

5. Send tax statements to:

ORS 205.234(1)(e)

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)



FULL



PARTIAL

7. The amount of the monetary obligation imposed by the lien, order, or warrant:

ORS 205.234(1)(f)

\$ _____

8. Previously recorded document reference:2021-03884**9. If this instrument is being re-recorded complete the following statement:**

ORS 205.244(2)

"Rerecorded at the request of _____

to correct To Attach Exhibitspreviously recorded in book _____ and page _____, or as fee number 2021-03884."