



Lincoln County, Oregon		2021-04061
03/31/2021 09:46:03 AM		
DOC-E	Cnt=1 Pgs=2 Stn=12	
\$10.00 \$11.00 \$10.00 \$60.00 \$7.00	S98.00	
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		

WT0202589-AMM

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

SEWER LATERAL EASEMENT

Habitat for Humanity of Lincoln County, a non-profit corporation under ORS 65.001(38), hereinafter referred to as "GRANTOR", owner of the real property described below and does hereby give and grant unto Jacqueline A. Woodall his or her heirs, successors and assigns, hereinafter referred to as "GRANTEE", a non-exclusive, perpetual easement for a sewer lateral to serve Parcel 2, as described in Lincoln County document 2021-01748, 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 PARCEL 1, AS DESCRIBED IN LINCOLN COUNTY DOCUMENT
 2021-01748, 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).

GRANTEE and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing the sewer lateral, to permanently operate and maintain the sewer lateral, to inspect, repair, replace, remove or renovate the sewer lateral. In the event any damage is caused to GRANTOR's property by the GRANTEE or the GRANTEE's agents or independent contractors, GRANTEE shall promptly, at its expense, repair and restore the property to the condition existing prior to the damage.

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.

WT0202589-AMM

After recording return to:

City of Newport
169 SW Coast Highway
Newport, OR 97365

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AN AREA 17.02 FEET IN WIDTH, EAST OF AND PARALLEL TO THE WEST PROPERTY LINE OF PARCEL 1, AS DESCRIBED IN LINCOLN COUNTY DOCUMENT 2021-01748, 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) .

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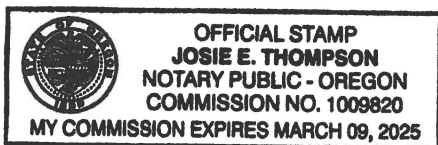
In addition to all other remedies allowed by law, GRANTOR and GRANTEE and their heirs, successors and assigns shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement. If either party is required to bring suit or action to enforce the terms of this 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

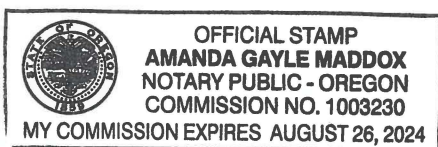
ACCEPTANCE OF EASEMENT

Jacqueline A. Woodall, does hereby accept the above-described Utility Easement this 30 day of March, 2021.

Jacqueline A. Woodall
Jacqueline A Woodall, GRANTEE
(Print Name)

STATE OF OREGON)
County of Lincoln) ss:

This instrument was acknowledged before me on the 30 day of March, 2021 by Jacqueline A. Woodall, GRANTEE.



Amanda Maddox
Notary Public for Oregon