



00214103202200030350030034

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 IMPROVEMENT EASEMENT (SIDEWALK)

LINCOLN COUNTY SCHOOL DISTRICT, hereinafter referred to as "GRANTOR", owner of 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 sidewalks, including the right to construct, and maintain the sidewalk, and all related appurtenances, hereinafter referred to as "Public Improvement", to be constructed and located on, across, under or over the surface of the following described real property:

BEGINNING AT A POINT AT THE SOUTHWEST-CORNER OF LINCOLN COUNTY, OREGON TAXLOT 11-11-09-BB-03700-00; THENCE NORTH 91° 57' 56" EAST ALONG THE SOUTHERN PROPERTY BOUNDARY A DISTANCE OF 1 FOOT; THENCE NORTH 2° 23' 37" EAST A DISTANCE OF 98.48 FEET, PARALLEL TO THE WESTERN BOUNDARY; THENCE NORTH 24° 51' 16" EAST A DISTANCE OF 26.27 FEET; THENCE NORTH 47° 48' 21" EAST A DISTANCE OF 227.61 FEET TO THE NORTHEASTERN PROPERTY LINE OF TAXLOT 11-11-09-BB-03700-00; THENCE NORTH 45° 14' 45" WEST A DISTANCE OF 12 FEET ALONG SAID PROPERTY LINE TO THE NORTHERN CORNER OF THE PROPERTY; THENCE NORTH 134° 57' 52" WEST FOR A DISTANCE OF 242.49 FEET ALONG THE NORTHWESTERN PROPERTY LINE, THENCE SOUTH 2° 23' 37" EAST A DISTANCE OF 112.25 FEET ALONG THE WESTERN PROPERTY LINE TO THE POINT OF BEGINNING. (See attached Exhibit A.)

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

GRANTEE and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing the Public Improvement, to permanently operate and maintain the Public Improvement, to inspect, repair, replace, remove or renovate the Public Improvement. 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 and surface maintenance within the easement. In carrying out this responsibility, GRANTOR agrees not to plant any tree, shrub or plant within the Public Improvement 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 the Public Improvement or GRANTEE's easement rights granted above, without recompense to the GRANTOR.

GRANTOR and GRANTEE intend that this easement bind GRANTOR, his or her heirs, successors and assigns. This easement will not be considered abandoned until GRANTEE has

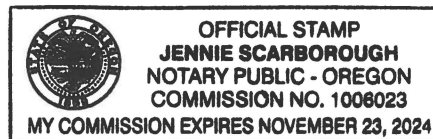
declared the easement abandoned and no longer in use by GRANTEE, and releases this easement in a duly executed and recorded Release of Easement.

In addition to all other remedies allowed by law, GRANTOR and GRANTEE and their 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 9 day of March, 2022.


Authorized representative of LINCOLN COUNTY SCHOOL DISTRICT

STATE OF OREGON)
County of Lincoln) ss:



Personally appeared before me this 9th day of March, 2022 the above named Richard Behoni.


Notary Public for Oregon

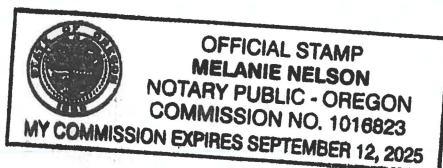
ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Improvement Easement this 18 day of March, 2022.


Spencer R. Nebel, City Manager

STATE OF OREGON)
County of Lincoln) ss:

This instrument was acknowledged before me on the 18 day of March, 2022 by Spencer R. Nebel as City Manager of the City of Newport.




Notary Public for Oregon

EASEMENT FOR A SIDEWALK

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SOUTHWEST-CORNER OF LINCOLN COUNTY,
OREGON TAXLOT 11-11-09-BB-03700-00;
THENCE NORTH 91° 57' 56" EAST ALONG THE
SOUTHERN PROPERTY BOUNDARY A DISTANCE
OF 1 FOOT; THENCE NORTH 2° 23' 37" EAST
A DISTANCE OF 98.48 FEET, PARALLEL TO THE
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SOUTH 2° 23' 37" EAST A DISTANCE OF 112.25
FEET ALONG THE WESTERN PROPERTY LINE TO
THE POINT OF BEGINNING.



609 SW HURBERT ST.
NEWPORT OR 97365
541-264-7040
www.civilwest.com

Draw No.		Sheet No.	
Date	3-3-22		
EX. A			
CITY OF NEWPORT LINCOLN COUNTY			
YAQUINA VIEW SCHOOL SIDEWALK IMPROVEMENTS			
REV.	DATE	DESCRIPTION	BY
DESIGNED BY:		DRAWN BY:	CHECKED BY:
PROJECT NO:		2020-048	TEG
SIDEWALK EASEMENT			

