

Lincoln County, Oregon
07/28/2022 11:55:10 AM
DOC-E

2022-07377

Cnt=1 Pgs=5 Stn=10

\$25.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total =\$113.00



00219386202200073770050056

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 UTILITY EASEMENT

J.T. Roth Jr and Theresa Roth, hereinafter referred to as "Grantor", owns the real property described below and does hereby give, grant, and convey to the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", a perpetual easement to construct and maintain storm drain lines, and all related storm drainage appurtenances, hereinafter referred to as "Public Utility", to be located on, across, under or over the surface of the following described real property:

See attached Exhibit A

This easement will exclude all other below-surface installations, except as may be specifically-approved by the Grantee or as may be required to comply with permits approved by the City of Newport.

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 Utility, to permanently operate and maintain the Public Utility, and to inspect, repair, replace, remove or renovate the Public Utility.

Grantor shall be permitted to construct a retaining wall along the south line of the easement, and is responsible for maintenance of the wall, landscaping, and other ground surfaces within the easement. Grantor agrees not to build any other structures or place any fence in the easement without first obtaining written permission from Grantee. Balm, poplar, locust, cottonwood or willow trees shall not be planted within the easement. 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 Utility or Grantee's easement rights granted above, without recompense to the Grantor.

Grantor may use the easement for construction access to build a residential structure on the lot upon which the easement is located. Grantor covenants and agrees to inspect Grantee's Public Utility for damage once construction activities are concluded, and repair

any disturbance or damage of the Public Utility that is occasioned by Grantor's exercise of the rights granted hereunder, whether such disturbance or damage is caused by Grantor or Grantor's agents, contractors or employees. Such repair shall include returning the Public Utility to the condition in which it was prior to Grantor's disturbance or damage of the Public Utility.

This easement and the covenants contained herein shall run with the property described herein and shall be binding on the heirs, successors and assigns of the parties. 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, Grantee, its heirs, successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement against Grantor. If Grantee is required to bring suit or action to enforce the terms of this easement, Grantee shall be entitled to recover from Grantor such sums that the court may adjudge reasonable as attorney fees and costs in such suit or action, or on appeal.

Grantee shall, to the extent permitted by the Oregon Constitution and applicable Oregon law, hold Grantor harmless, and to indemnify and defend Grantor from any loss, claim or liability arising out of Grantee's use of the easement after the date of the execution and acceptance of this easement, including reimbursement for Grantor's attorney fees in defending any such claim.

The true and actual consideration for this easement is other than monetary.

DATED this 28th day of July, 2022.



J.T. Roth, Jr

STATE OF OREGON }
County of Lincoln } ss

Personally appeared before me this 28th day of July, 2022 the above named J.T. Roth, Jr.





Notary Public for Oregon

DATED this 28th day of July, 2022.

Theresa Roth

Theresa Roth

STATE OF OREGON)
County of Lincoln) ss

Personally appeared before me this 28th day of July, 2022 the above named Theresa Roth.



Sherrilyn Marineau

Notary Public for Oregon

ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this 28th day of July, 2022.

Peggy Hawker

Peggy Hawker, Acting City Manager

STATE OF OREGON)
County of Lincoln) ss:

This instrument was acknowledged before me on the 28 day of July, 2022 by Peggy Hawker as Acting City Manager of the City of Newport.

Melanie Nelson

Notary Public for Oregon



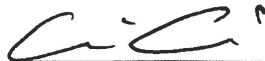
Exhibit A

Storm Drain Easement Legal Description

Beginning at a 5/8 inch iron rod at the southeast corner of Lot 1 of Block 49 of "Ocean View Addition to Newport", a subdivision plat of record located in the northwest quarter of Section 5 of Township 11 South, Range 11 West of the Willamette Meridian, City of Newport, Lincoln County, Oregon, said point also being the northeast corner of "Wizards of the Sea Condominiums", a condominium plat record located in the northwest quarter of Section 5 of Township 11 South, Range 11 West of the Willamette Meridian, City of Newport, Lincoln County, Oregon, said point also being on the west right of way line of NW Spring Street; thence along said west right of way line North 00°00'53" East 11.74 feet; thence North 89°54'21" West 159.29 feet to the Ocean Shores Boundary; thence along said Ocean Shores Boundary South 06°34'20" West 11.85 feet to the north line of said "Wizards Of the Sea Condominiums"; thence along the north lines of said condominium plat the following courses: South 89°54'21" East 27.07 feet to a 5/8 inch iron rod, North 89°02'23" East 96.59 feet; South 89°05'39" West 1.74 feet and South 89°54'21" East 37.00 feet to the point of beginning.

The above described easement consists of 1,797 square feet of land, more or less. The basis of bearings for the above described easement is from Lincoln County Survey No. 18134.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JANUARY 11, 2005
BRIAN SCOTT SAILOR
61341

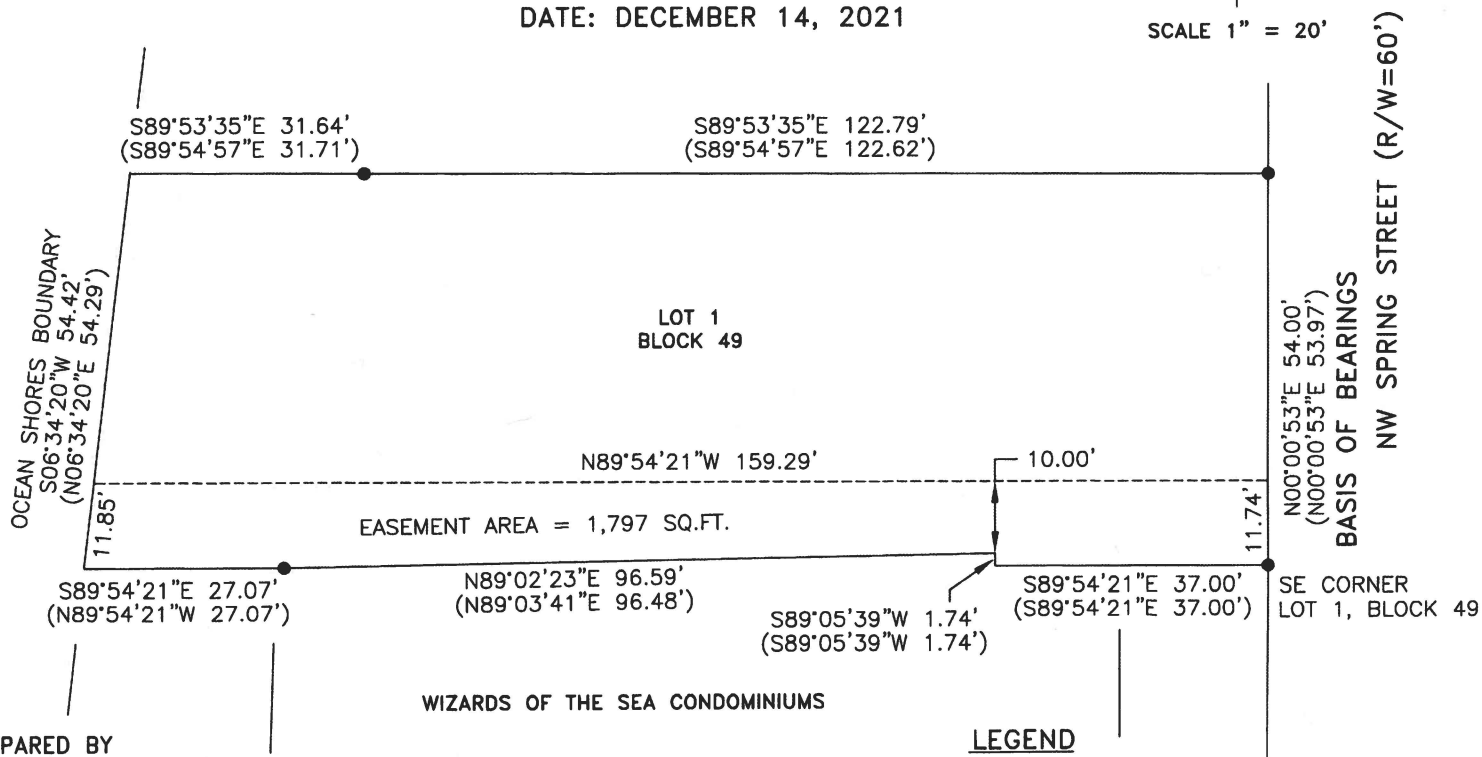
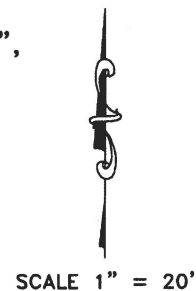
EXPIRES: JUNE 30, 2022

STORM DRAIN EASEMENT SKETCH

LOT 1, BLOCK 49 OF "OCEAN VIEW ADDITION TO NEWPORT",
 LOCATED IN THE NW 1/4 OF SECTION 5 OF
 TOWNSHIP 11 SOUTH, RANGE 11 WEST OF THE
 WILLAMETTE MERIDIAN, CITY OF NEWPORT,
 LINCOLN COUNTY, OREGON

FOR: TIM ROTH

DATE: DECEMBER 14, 2021



PREPARED BY
 COLE SURVEYING, LLC
 2595 SE BELVUE STREET
 P.O. BOX 1211
 CORVALLIS, OREGON 97339
 (541) 257-1019

LEGEND

- FOUND SURVEY MONUMENT OF RECORD
- () RECORD INFORMATION AS PER C.S. 18134

