

Lincoln County, Oregon
09/09/2022 09:29:05 AM
DOC-E
\$25.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total =\$113.00

2022-08661

Cnt=1 Pgs=5 Stn=12



00221056202200086610050057

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
Attn: City Recorder
169 SW Coast Hwy.
Newport, OR 97365

NO CHANGE IN TAX STATEMENTS

The true and actual consideration for this transfer, stated in terms of dollars, is none, but there is other good and valuable consideration, the receipt and adequacy of which is acknowledged.

**EASEMENT AGREEMENT
[ESTABLISHING AND CLARIFYING CERTAIN TERMS
AND PROVISIONS REGARDING EXISTING EASEMENT]**

DATED: September 6, 2022

GRANTORS: John T. Betts and Jennifer A. Betts, as co-trustees of the
Betts Family Trust under a trust agreement dated November 12, 2021

GRANTEE: City of Newport

Grantors hereby grant and convey to Grantee, an Oregon Municipal Corporation in Lincoln County, Oregon, certain rights respecting an existing easement, as hereafter set forth:

Recitals:

A. **The Property:** Grantors are the owners of Lot 2, SOUTHSHORE, a Planned Development in the City of Newport, Lincoln County, Oregon (the Property), as set forth in plat recorded in Book 15 at Page 53, Lincoln County Plat Records (the Plat), and subject to certain covenants, conditions and restrictions of record.

B. **Existing Easement:** the Property is subject to an easement for utilities, as denoted on the Plat of Southshore, located along the easterly boundary of said Lot 2, in which the Grantee has constructed sewer and water lines.

C. **Purpose of this Agreement:** This Agreement is entered into for clarification of the relationship between a driveway to be constructed by Grantors on the Property, and Grantee's sewer and water lines located within the Easement. An existing main water line and a sewer line exist within the Easement area. Grantors have applied to the Grantee for issuance of a permit to allow construction of a residence on the said Property, and it will be necessary to construct a driveway for access to the street, which driveway will pass over the Easement.

Grantee requires that this Agreement be entered into to modify the Grantee's rights under the Easement by the addition of certain restrictions upon the Grantor, and to clarify the Easement terms, in order to protect the ability of the Grantee to have access to the existing water and sewer lines for repair, maintenance and replacement, by granting to the Grantee a restriction on Grantors' use of the area of the Easement. The Grantors and the Grantee acknowledge the existence of the easement as set forth on the Plat of Southshore, and enter into this Agreement as an addendum thereto, creating restrictions for the benefit of Grantee.

Agreement:

Therefore, the Parties agree as follows:

1. Subject to the provisions and restrictions of applicable covenants, conditions and restrictions affecting Southshore, Grantee shall have the right to utilize the Easement for utility purposes as stated in the Plat. Grantors and Grantee shall comply with the additional provisions hereof. The Grantors shall have the right to utilize that portion of their Property lying within the easement area in a manner which does not unreasonably interfere with the use and operation of the Grantee's water and sewer lines, as are located therein. Such use by Grantors may include, but is not necessarily limited to, ingress and egress; establishment and maintenance of gardens, plantings and other landscaping; the construction of a driveway for access to the Property and structures on the Property; and for the use, construction and maintenance of other improvements such as trellage, curbs, walls, fences and walkways. Provided, however, that in the event that it becomes necessary for Grantee to repair, maintain, or replace such existing water and sewer lines within the Easement, Grantee may excavate and carry out work as reasonably necessary for such purpose, even though such work may require activity within the Easement which may necessitate removal of, or cause damage to, Grantors' improvements located on, upon or within the Easement, including possible damage to the surface of the driveway, including any concrete or asphaltic driveway surface, and it shall be the sole responsibility of Grantors, upon completion of Grantee's work, to repair and replace the driveway surface and other improvements in the Easement. However, Grantee shall be responsible to grade, or to fill any excavated area with appropriate material, and return the surface to its previous contour and elevation.

2. Grantee shall perform any work in a careful and workmanlike manner, in accordance with good practice and all codes and regulations, expeditiously, so as not to disrupt unduly Grantors' access to the Property, and Grantee shall be solely responsible for loss, injury or damage occurring on account of the work or the condition of the work area, and to the extent permitted by the Oregon Constitution and applicable Oregon law, shall defend and indemnify Grantors from and against claims arising on account of such work or conditions.

3. In the event Grantee shall intend to carry out any such work, Grantee first shall notify Grantor in writing, not less than 10 days prior to the commencement of such work, except in case of emergency, in which case Grantee shall use its best efforts to provide such notice as is practicable in the circumstances.

4. All notices required or permitted to be given to a Party under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon the expiration of the

third day after the date of deposit in the United States mail as registered or certified mail, return receipt requested, postage prepaid, addressed to such Party at their then current address, of which each Party shall be responsible to inform the other. Until and unless another address is provided as aforesaid, the address of each Party for purpose of notice is as follows:

GRANTORS:

John and Jennifer Betts, Trustees
Betts Family Trust
5956 SW Cupola Dr.
South Beach, OR 97366

GRANTEE:

City of Newport
Attn: City Recorder
169 SW Coast Hwy.
Newport, OR 97365

5. In the event that any Party fails to perform its obligations under this Agreement, the other Party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief, which remedy shall be in addition to any other remedies afforded under Oregon law.

6. In the event of any dispute or breach under this Agreement, or proceedings to enforce or construe the provisions hereof, the prevailing Party shall be entitled, whether or not any action or arbitration is instituted, to recover from the other Party its reasonable costs, disbursements and attorney fees, including, without limitation, at trial, on appeal, on denial of any petition for review, or in connection with enforcement of any judgment.

7. The rights and obligations herein set forth shall be in the nature of a covenant running with the land, permanent in nature, in that the rights and liabilities hereunder shall burden, bind and benefit the successors and assigns of each Party.

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8. Any agreement or modification which affects or modifies the terms of this Agreement, including its use or obligations herein, shall be binding on the Parties only if evidenced in writing, duly signed by Grantors, Grantee, their successors or assigns, in a document the form of which would be received and recorded by Lincoln County, Oregon.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first set forth above.

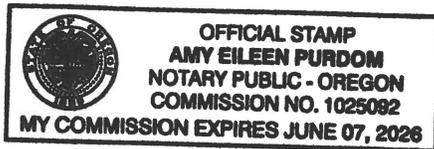
Grantors:

Jennifer A. Betts
Jennifer A. Betts, Co-Trustee of the Betts Family Trust

John T. Betts
John T. Betts, Co-Trustee of the Betts Family Trust

STATE OF OREGON
County of Lincoln, ss.

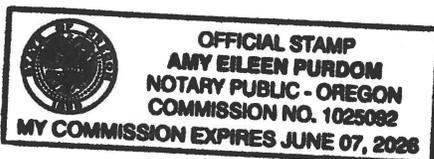
This instrument was acknowledged before me on September 6, 2022, by John T. Betts, Co-Trustee, Betts Family Trust, as his voluntary act and deed.



Amy E. Purdom
Notary Public, State of Oregon
My Commission Expires: June 7, 2026

STATE OF OREGON
County of Lincoln, ss.

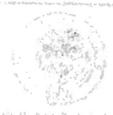
This instrument was acknowledged before me on September 6, 2022, by Jennifer A. Betts, Co-Trustee, Betts Family Trust, as her voluntary act and deed.



Amy E. Purdom
Notary Public, State of Oregon
My Commission Expires: June 7, 2026

City acceptance on next page

OFFICIAL STAMP
AMY LEE BUDSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 148303
MY COMMISSION EXPIRES JUNE 07, 2028



OFFICIAL STAMP
AMY LEE BUDSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 148303
MY COMMISSION EXPIRES JUNE 07, 2028



Accepted, Agreed and Approved:

Grantee:

City of Newport

By 
Spencer R. Nebel, City Manager
Pursuant to Authority

STATE OF OREGON
County of Lincoln, ss.

Personally appeared the above named Spencer Nebel, on the 7 day of September, 2022, being the City Manager of the City of Newport, a municipal corporation and political subdivision of the State of Oregon, and did say that he is an authorized representative of said City and that the foregoing instrument was signed on behalf of said City as its voluntary act and deed.

Melanie Nelson
Notary Public, State of Oregon,
My Commission Expires: 9/12/25



MY COMMISSION EXPIRES FEBRUARY 1, 2025
COMMISSIONER
NOTARY PUBLIC - OREGON
MELANIE NELSON
OFFICIAL STAMP



MINOR, BANDONIS & HAGGERTY, P.C.

JOHN CHRISTOPHER MINOR
MICHAEL J. BANDONIS
BRIAN HAGGERTY
JAMES V. SHEPHERD

ATTORNEYS AT LAW
236 WEST OLIVE STREET
P.O. BOX 510
NEWPORT, OR 97365
www.newportlaw.com

TELEPHONE: (541) 265-8888
FAX: (541) 265-9433
amy@newportlaw.com



September 12, 2022

City of Newport
Attn: David Allen
169 SW Coast Hwy
Newport OR 97365

RE: John and Jennifer Betts Easement Agreement

Dear Mr. Allen:

Enclosed for your records is the original recorded easement agreement. Thank you.

Sincerely,

MINOR, BANDONIS & HAGGERTY, P.C.

A handwritten signature in blue ink that reads "Amy Purdom".

AMY E. PURDOM

LEGAL ASSISTANT TO J. CHRISTOPHER MINOR

/aep

cc: John and Jennifer Betts
Lloyd Hill

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fn: 22331

