

Lincoln County, Oregon
10/18/2022 11:11:51 AM
DOC-E

2022-09856

Cnt=1 Pgs=3 Stn=10

\$15.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$103.00



00222545202200098560030036

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 Grantee of Newport
169 SW Coast Highway
Newport, OR 97365

CITY GRANTEE OF NEWPORT, OREGON PUBLIC USE EASEMENT

Pacific Communities Health District, a political subdivision organized under ORS Chapter 440, hereinafter referred to as "Grantor", owns the real property described below and does hereby give and grant unto the ^{City} Grantee of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", an exclusive, perpetual easement for a transit shelter and appurtenant utilities, as described below and graphically depicted on Figure 1, including the right to lay, construct, and maintain said transit shelter and utilities, hereinafter referred to as "Public Improvement", to be located on, across, under or over the surface of real property in the ^{City} Grantee of Newport, of the County of Lincoln, State of Oregon, described as follows:

Beginning at the northwest corner of lot 7, Block 22, Bayley and Cases' Addition to the Town of Newport; thence south 24°57'12" west along the western property line as distance of 236-feet to the Point of Beginning; thence south 66°02'48" east a distance of approximately 5.17-feet to the westerly back of curb; thence north 24°57'12" east along the westerly back of curb a distance of 12-feet; thence north 66°02'48" west a distance of approximately 5.17-feet edge of the ROW line; thence south 24°57'12" west a distance of 12-feet to the Point of Beginning.

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

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.

Grantor shall be responsible for any landscaping 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. Balm, poplar, locust, cottonwood or willow trees should not be planted near the easement. 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, Grantee, its 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 upon appeal.

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

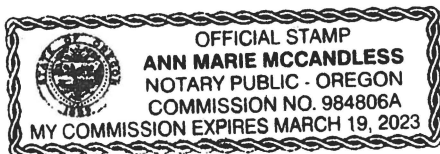
DATED this 13th day of October, 2022.

Pacific Communities Health District

Aimee Thompson
By: Aimee Thompson Pacific Communities Health
District Chairperson

STATE OF OREGON)
County of Lincoln) ss

Personally appeared before me this 13th day of October, 2022 the above named
Aimee Thompson.



Ann Marie McCandless
Notary Public for Oregon

ACCEPTANCE OF EASEMENT

The Grantee of Newport, Oregon, does hereby accept the above-described Public Use Easement this 13 day of October, 2022.

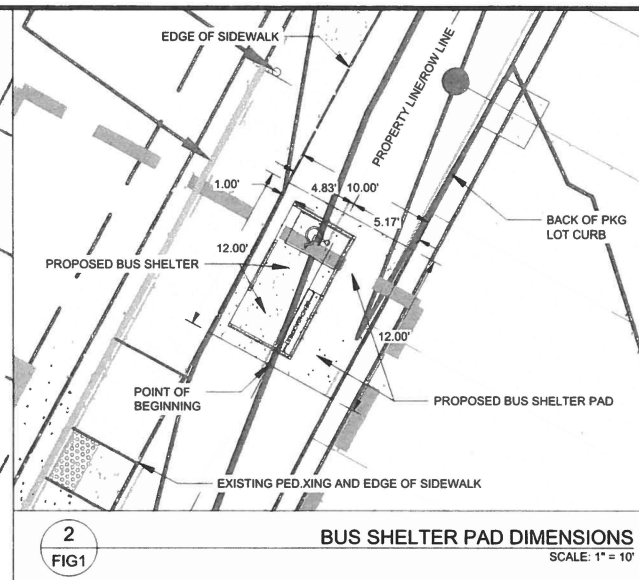
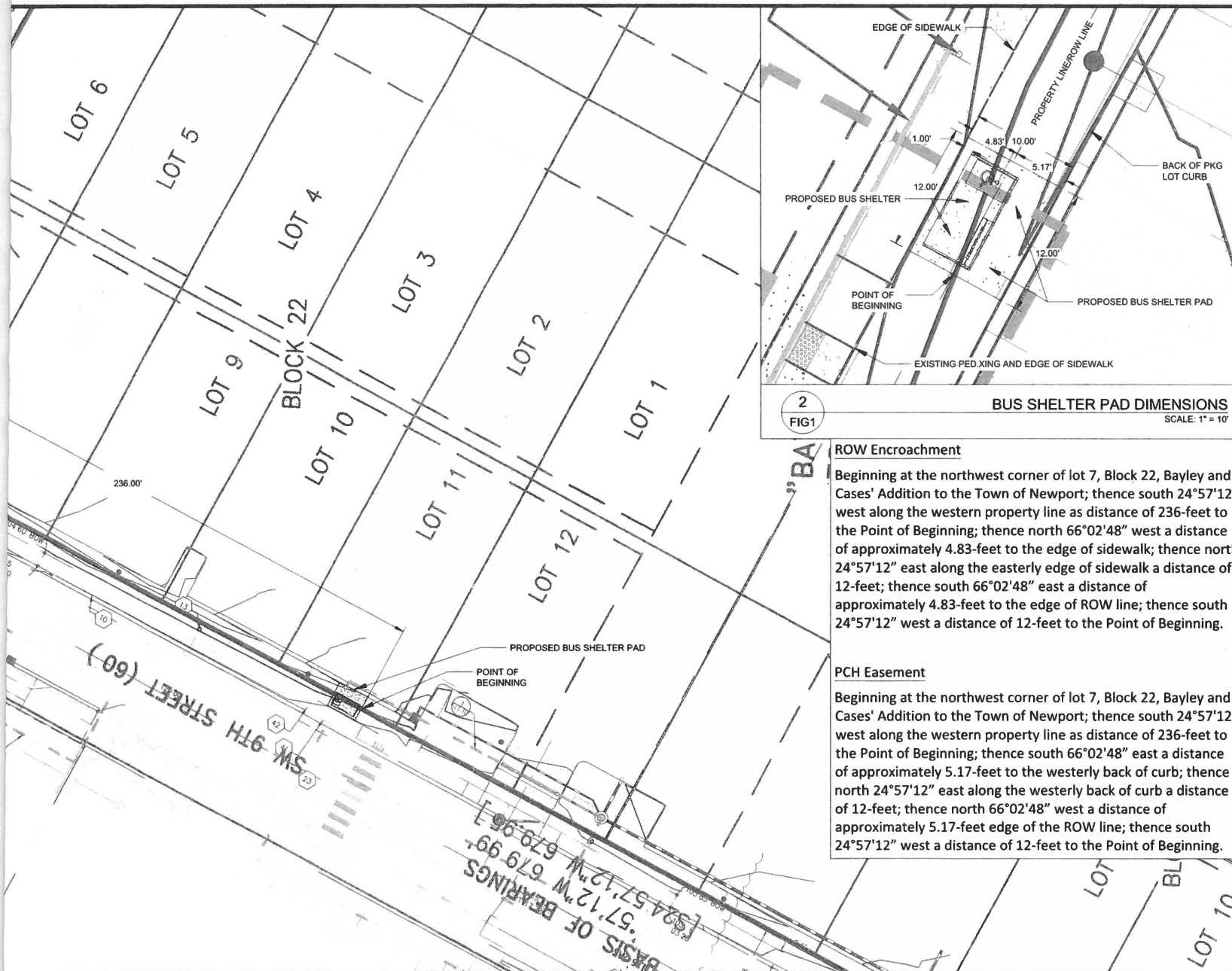
Spencer R. Nebel
Spencer R. Nebel, City Manager

STATE OF OREGON)
County of Lincoln) ss:

2 This instrument was acknowledged before me on the 13 day of October, 2020 by Spencer R. Nebel as City Manager of the City of Newport.



Melanie Nelson
Notary Public for Oregon



ROW Encroachment

Beginning at the northwest corner of lot 7, Block 22, Bayley and Cases' Addition to the Town of Newport; thence south 24°57'12" west along the western property line as distance of 236-feet to the Point of Beginning; thence north 66°02'48" west a distance of approximately 4.83-feet to the edge of sidewalk; thence north 24°57'12" east along the easterly edge of sidewalk a distance of 12-feet; thence south 66°02'48" east a distance of approximately 4.83-feet to the edge of ROW line; thence south 24°57'12" west a distance of 12-feet to the Point of Beginning.

PCH Easement

Beginning at the northwest corner of lot 7, Block 22, Bayley and Cases' Addition to the Town of Newport; thence south 24°57'12" west along the western property line as distance of 236-feet to the Point of Beginning; thence south 66°02'48" east a distance of approximately 5.17-feet to the westerly back of curb; thence north 24°57'12" east along the westerly back of curb a distance of 12-feet; thence north 66°02'48" west a distance of approximately 5.17-feet edge of the ROW line; thence south 24°57'12" west a distance of 12-feet to the Point of Beginning.

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FIG1 SAMARITAN PACIFIC COMMUNITIES HOSPITAL BUS SHELTER LOCATION
SCALE: 1" = 40'

Civil West
Engineering Services, Inc.

PCH

LINCOLN COUNTY, OR

BUS SHELTER LOCATION

LEGAL DESCR. EXHIBIT

1"
NTS

DRAWN BY: TEG
DATE: OCTOBER 2022

FIGURE 1

S64°59'18"
[S64°59'51"]