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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



GRANTOR:

Reginald Ray Richmond
Sherrel Rae Richmond
Trustees of the Richmond Family Trust
under the Richmond Family Trust
Agreement dated December 3, 1991
BSG Group LLC, a California Limited
Liability Company
914 SW Coast Hwy, Suite 101
Newport, OR 97365

GRANTEE:

City of Newport
169 SW Coast Highway
Newport, OR 97365

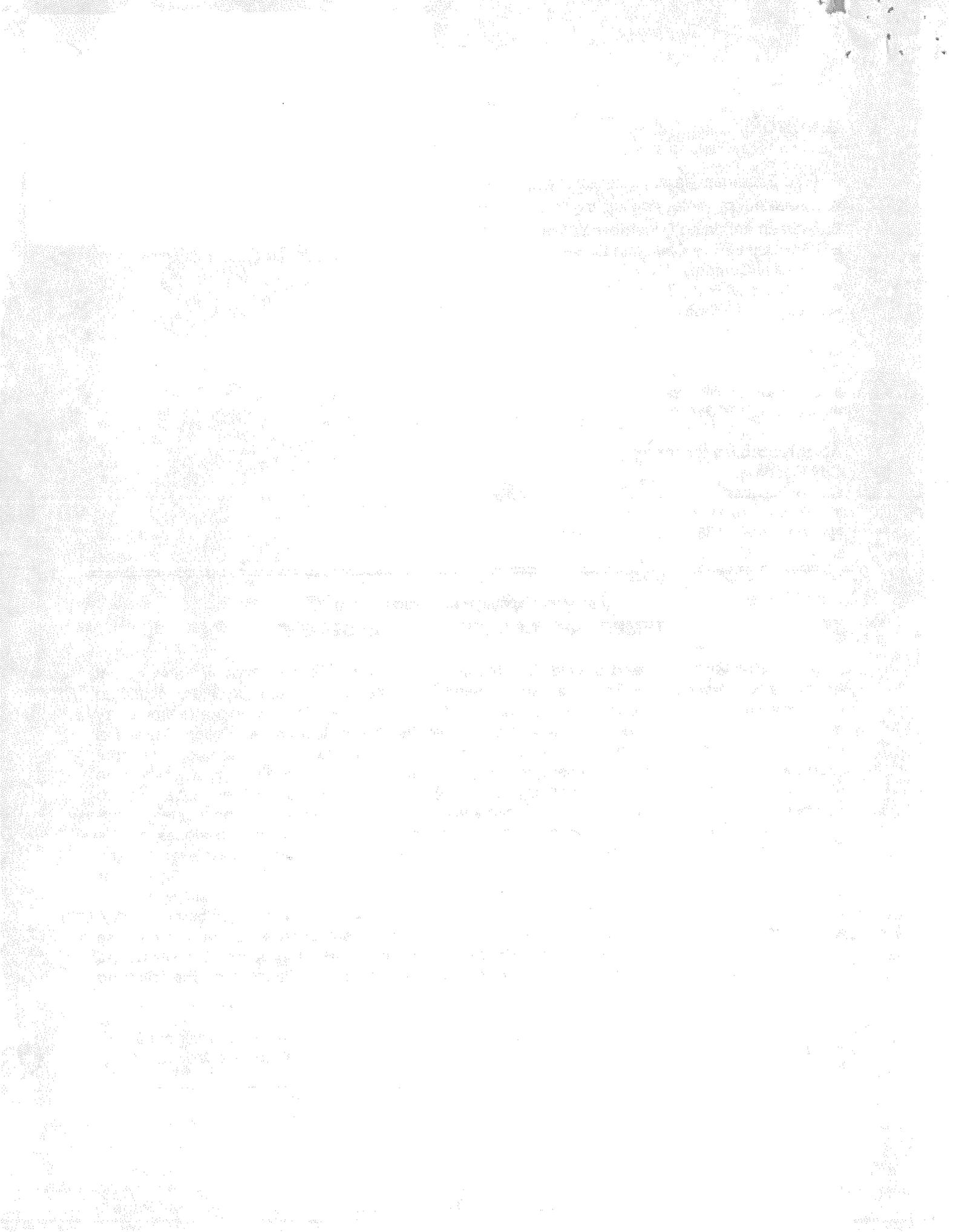
After recording return to:

City Recorder
City of Newport
169 SW Coast Highway
Newport, OR 97365

**CITY OF NEWPORT, OREGON
TEMPORARY CONSTRUCTION EASEMENT**

Reginald Ray Richmond and Sherrel Rae Richmond, Trustees of the Richmond Family Trust under the Richmond Family Trust Agreement dated December 3, 1991, and BSG Group, LLC, a California Limited Liability Company, hereinafter referred to as "Grantor", owns the real property described below and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", a temporary 10-foot wide construction easement, commencing upon execution hereof and terminating when the one (1) year warranty period for the construction of SE Ash Street is completed, to be used to establish, to maintain, elevations, grades and slopes in the area adjacent to the westerly right-of-way line of SE Ash Street, and requiring that such grades, elevations and slopes not be altered except with the consent of City, and that the slope easement area not be altered or used in such a manner to cause subsidence or otherwise damage or interfere with the City's other improvements there. Slope easement shall also include the right to re-contour existing slopes, walkways, driveways, storm drains and other features and improvements as may be necessary, appropriate or convenient in connection with the street and sidewalk grades for the construction of SE Ash Street, as now or hereafter established and to provide appropriate transitions, as described in "Exhibit A," said temporary construction easement to be located on the following described real property:

Parcel 2, PARTITION PLAT 2001-8, a partition plat of record in the Southwest quarter of the Southeast quarter of Section 17, Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon.



Temporary Construction Easement is subject to the following additional terms and provisions:

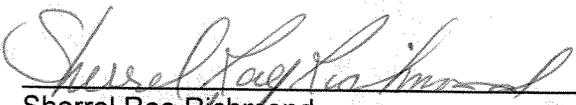
1. The Easement hereby granted shall include the rights of the Grantee, its agents, assigns and representatives, enter and occupy the Grantor's property within the Easement Area, including but not limited to the right to enter and occupy the Easement Area with men, equipment and supplies to carry out activities related to the purposes above described, to cut and remove trees and vegetation, dig, grade and excavate, improve and repair, and carry out other activities incidental thereto or as otherwise convenient and appropriate to the use and enjoyment of the Grantee's Easements and rights thereunder. Other entities permitted by the City of Newport to do so may also use and occupy the Easement for such purposes. However, notwithstanding any other provision hereof, the slope easement is solely for the purpose of maintaining the stability of the adjacent bank. Grantee will construct no permanent improvements in the slope easement, other than to establish a stable grade and, if necessary, vegetation. Nothing herein shall be construed to prevent Grantee from using the area of the slope easement for any purpose which does not adversely affect stability, including but not limited to the construction of a fence, if Grantor so desires.
2. Whenever the Grantee, or any permittee, assignee or licensee of Grantee, shall carry out any work within the easement area which is within a landscaped area, the landscaping and vegetation shall be replaced with plantings of substantially the same type or appearance as previously existed, provided, however, that such replacement plantings may be smaller in size, and there shall be no obligation to replace trees and shrubs having a height in excess of five (5) feet.
3. The City of Newport shall, upon completion of such work and construction, repair any of Grantor's existing improvements located in the temporary construction easement area which are damaged as a consequence of such work, and restore the area of such temporary construction easement to a condition substantially the same as that which existed prior to such work and construction.

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

DATED this 6th day of September, 2012.



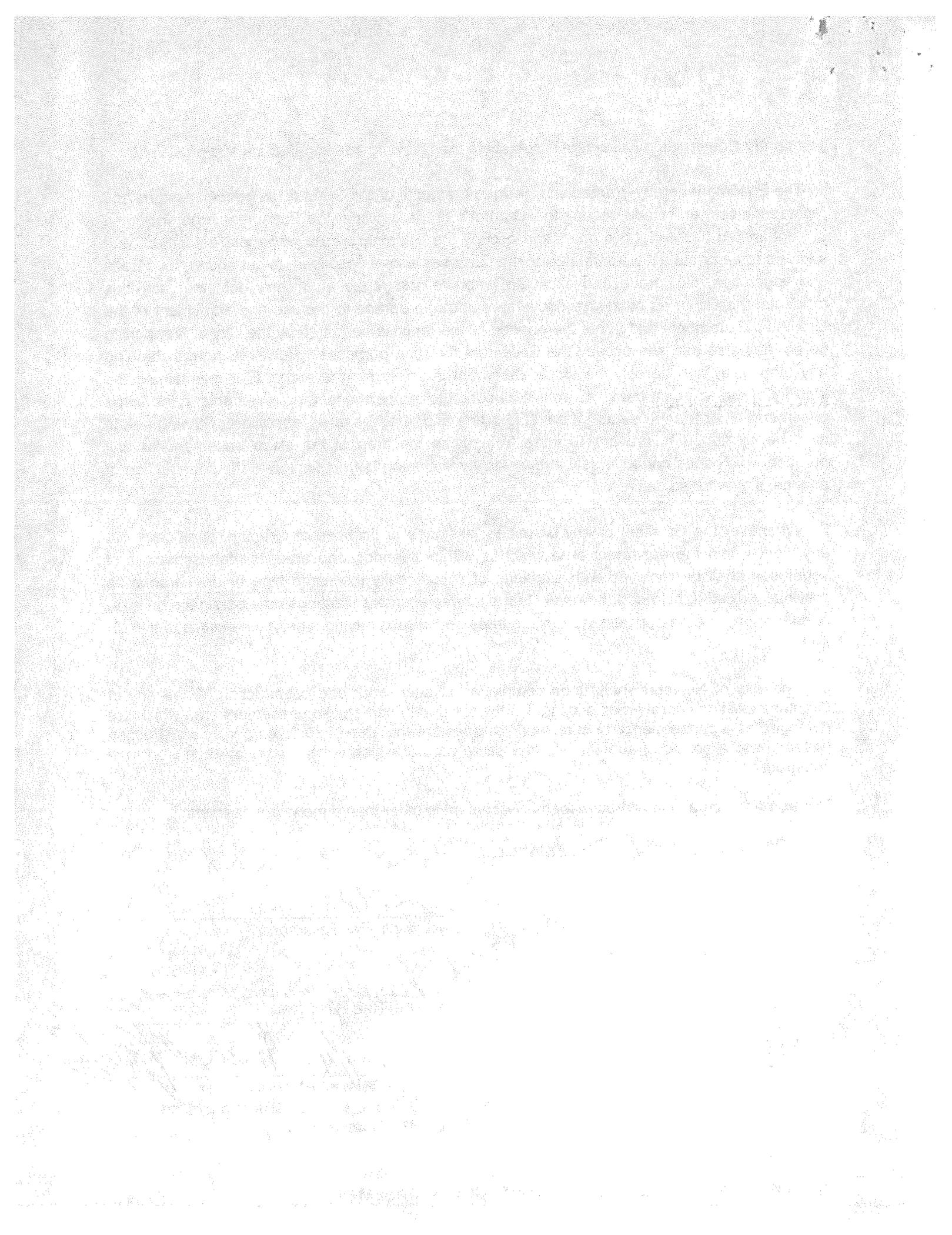
Reginald Ray Richmond



Sherrel Rae Richmond

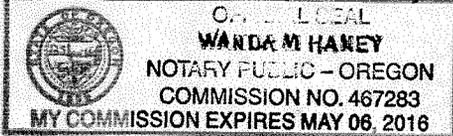


Gregory Michael Holtz, Manager
BSG Group, LLC, a California Limited
Liability Company



STATE OF OREGON)
) ss
County of Lincoln)

Personally appeared before me this 6th day of September, 2011 the above named Reginald Ray Richmond and Sherrel Rae Richmond, Trustees of the Richmond Family Trust under the Richmond Family Trust Agreement dated December 3, 1991.



Wanda Haney
Notary Public for Oregon

STATE OF CALIFORNIA)
) ss
County of _____)

Personally appeared before me this _____ day of _____, 2011 the above named Gregory Michael Holtz, Manager of the BSG Group, a California Limited Liability Company.

Notary Public for California

ACCEPTANCE OF EASEMENT

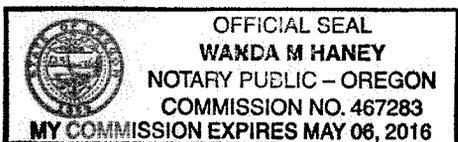
The City of Newport, Oregon, does hereby accept the above-described Temporary Construction Easement this 31st day of January, 2013.

Sandra N. Roumagoux
Mark McConnell, Mayor
SANDRA ROUMAGOUX

STATE OF OREGON)
) ss:
County of Lincoln)

This instrument was acknowledged before me on the 31st day of January, 2013 by Mark McConnell as Mayor of the City of Newport.

Sandra Roumagoux



Wanda M Haney
Notary Public for Oregon

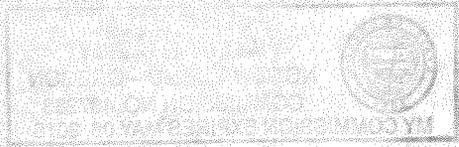


EXHIBIT A

**TAX MAP: 11-11-17DC
TAX LOT: 802**

**TEMPORARY 10 FOOT WIDE
CONSTRUCTION EASEMENT**

The easterly ten feet (10.0') of Parcel 2, PARTITION PLAT 2001-8, Lincoln County, Oregon.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

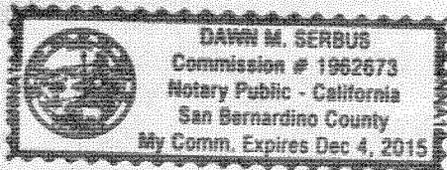
State of California

County of San Bernardino

On September 12, 2012 before me, Dawn M. Serbus Notary Public

personally appeared Gregory Michael Holtz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dawn M. Serbus

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Temporary Const. Easement - City of Newport OR

Document Date: 9-6-12 Number of Pages: _____

Signer(s) Other Than Named Above: Reginald Ray Richmond, Sherrel Rae Richmond

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gregory Michael Holtz

Signer's Name: _____

- Corporate Officer — Title(s): _____
Individual
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: _____

- Corporate Officer — Title(s): _____
Individual
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

DAVID M. ZERBIS
Commission # 198273
Notary Public - California
San Bernardino County
My Comm. Expires Dec 4, 2018

