

AFTER RECORDING, RETURN TO:  
City of Newport  
169 SW Coast Hwy.  
Newport, OR 97365



00107407201500071900050054  
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*  
Dana W. Jenkins, Lincoln County Clerk

NO CHANGE IN TAX STATEMENTS

### GRANT OF STREET AND UTILITY EASEMENT

[STATEMENT OF CONSIDERATION REQUIRED PURSUANT TO ORS 93.030: The true and actual consideration for this conveyance, stated in terms of dollars, is none; this Easement is conveyed in consideration of the benefits accruing to the Grantor from the services and facilities which are now provided, and by reason of this Easement will be provided, to the Grantor and to others, and for other good and valuable consideration, the adequacy of which is hereby acknowledged.]

This agreement and conveyance is made and dated July 1, 2015, with and from Richard E. Belloni and Rebekah H. Belloni, hereafter "Grantor" (whether singular or plural) to and with the City of Newport, a municipal corporation and political subdivision of the State of Oregon, hereafter "Grantee,"

#### WITNESSETH:

WHEREAS, Grantor is the owner of certain real property adjacent to a street of the City of Newport known as NE Lincoln Street, and

WHEREAS, Grantor's said property is described as follows:

Grantor's Property  
(Burdened Parcel)

Parcels 1 and 2 of Lincoln County Partition Plat 2007-09, City of Newport, Lincoln County, Oregon, excepting that property conveyed by Grantor herein to Oregon Coast Bank by deed recorded April 30, 2015, in the Lincoln County Book of Records as Document No. 2015-04013.

WHEREAS, Grantor owns the "Burdened Parcel" described above, and has developed a portion of said Property and there presently exists a residence on a portion of said "Burdened Property", and will benefit from the easement herein described, and has been required to grant such an easement in order to further partition said Burdened Parcel; and

WHEREAS, there are existing utility lines in a portion of the above-described Easement, and a portion of the area of the Easement has been paved with asphalt to allow the passage of vehicles, and used as though a portion of Northeast Lincoln Street; and

WHEREAS, Grantor has agreed to grant to the City of Newport the Easement herein described,

NOW, THEREFORE,

The Grantor hereby grants and conveys to Grantee, in perpetuity, the following described non-exclusive Easement and rights, over, upon and across the Burdened Parcel (the "Easement Area", or "Easement"), for the benefit of the Grantee, its successors and assigns, said Easement and associated rights being located entirely within the "Easement Area," described as follows:

#### Grantee's Easement Area

The most easterly 10 feet of Partition Plat 2007-09 except that portion of said Partition Plat owned by Oregon Coast Bank described in Exhibit "A" of that deed recorded April 30, 2015, in the Lincoln County Book of Records as Document No. 2015-04012.

The easterly portion of the Easement, which has been and now is paved with asphalt, may be used for the passage of pedestrians and vehicles in conjunction with Northeast Lincoln Street, and for access to the property of Grantor. The entirety of the Easement, including both the paved portion and the unpaved portion, may be used for placement of underground public utilities by the Grantee, and by such other providers of public utilities as from time to time may be authorized to do so by the Grantee, to install, construct, lay, operate, maintain, inspect, repair, reconstruct, use, remove, keep and replace pipelines and other underground utilities and related underground utility facilities within the Easement, and from time to time carry out pavement repairs and replacement in the paved area, subject to the terms and provisions hereof.

#### Additional Terms and Provisions of this Easement

1. The Easement hereby granted shall include the right of the Grantee, its contractors, subcontractors, agents, employees and representatives, to enter and occupy the Burdened Parcel, and to install, construct, lay, operate, maintain, inspect, repair, reconstruct, use, remove, renovate, keep and replace the street improvements within the area of the Easement which has been paved, and pipelines and other public utilities within the entire Easement Area, including but not limited to the right to enter and occupy the Easement Area with workers, 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 Easement and rights hereunder.

2. Whenever the Grantee or any permittee, assignee or licensee of Grantee ("Users") shall carry out any work within the Easement Area, Grantee and such Users shall restore the affected areas as follows:

a. If the surface of the Easement Area is disturbed, Grantee and any such User shall restore the same to substantially the same grade and condition as existed immediately prior to carrying out such work.

b. If work is carried out within the paved portion of the Easement, Grantee and any such User shall repair the asphaltic pavement affected by the work to a condition substantially similar to, or better than, that which existed immediately prior to carrying out such work;

c. If work is carried out within a landscaped area, or if the work affects an access way to Grantor's property (driveway) the landscaping and vegetation shall be replaced with plantings of substantially the same type or appearance as previously existed, provided, however, that there shall be no obligation to replace trees and shrubs having a height in excess of five (5) feet. If any access way is disturbed or damaged, the surface shall be restored to a condition substantially the same as that which existed immediately prior to carrying out such work.

Any User accepting from Grantor a permit or license to use this Easement shall, by such use, conclusively be deemed to have agreed to each term and provision of this Easement, and to be bound thereby.

3. Grantor shall not construct any improvements within the Easement Area as would unreasonably endanger or interfere with the use or benefit of the Easement rights herein granted and the utility improvements now existing or hereafter to be constructed by reason hereof, and the Grantee may remove any physical obstruction or use which does so interfere, without compensation to the Grantor.

4. Grantor, at Grantor's option and in Grantor's discretion, may install and maintain additional landscaping and access ways in the Easement Area, but Grantor shall be solely responsible for the maintenance and care of landscaping and access ways within the Easement, except to the extent of Grantee's obligations under Section 2, above, and shall not plant balm, willow, locust, poplar or cottonwood trees.

5. If this Easement shall no longer be required by Grantee for any of the purposes above set forth, it shall terminate, but in no event shall this Easement be considered abandoned until and unless Grantee has declared the Easement abandoned and no longer in use by Grantee, in which event Grantee shall execute and record a written Release of Easement.

6. In addition to such other remedies as may be available at law or in equity, the parties shall have the right to seek injunctive relief to enforce the terms and conditions of this Easement, and if either party shall commence an action to enforce the terms of this Easement or to recover damages for breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees as determined by the court, including any incurred in the course of an appeal.

The terms, conditions, covenants, easements and agreements contained in this Agreement and the benefits and burdens thereof are intended to run with the land and shall be binding upon and inure to the benefit of the owners of the Grantor's Property, and the heirs, successors and assigns of the Grantor. Except to the extent otherwise provided in this Agreement, any person succeeding to all or a part of the interest of the Grantor shall succeed to all of the Grantor's rights, interests and obligations, subject to and with the benefit of all terms and conditions of this Agreement.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the GRANTOR and the GRANTEE have executed this instrument as of the date above set forth.

GRANTOR:

  
RICHARD E. BELLONI

  
REBEKAH H. BELLONI

The City of Newport, Grantee, does hereby accept the above-described Easement on July 17, 2015:

CITY OF NEWPORT, by:

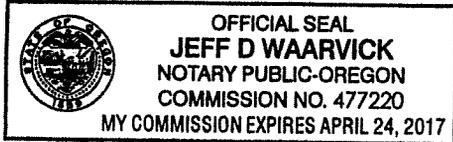
  
Spencer Nebel, City Manager  
Pursuant to Authority

**Approved as to Form**

  
City Attorney

State of Oregon        )  
                                  ) ss  
County of Lincoln    )

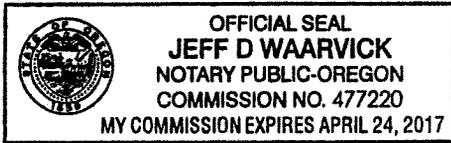
On July 1, 2015, personally appeared the above named Richard E. Belloni, who is personally known or otherwise properly identified to me, and acknowledged that he executed the foregoing and as his voluntary act and deed.



*Jeff D. Waarvick*  
\_\_\_\_\_  
Notary Public for Oregon

State of Oregon        )  
                                  ) ss  
County of Lincoln    )

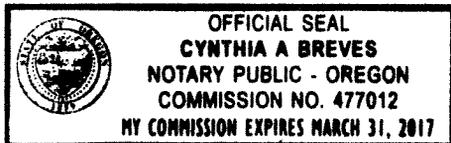
On July 1, 2015, personally appeared the above named Rebekah H. Belloni, who is personally known or otherwise properly identified to me, and acknowledged that she executed the foregoing and as his voluntary act and deed.



*Jeff D. Waarvick*  
\_\_\_\_\_  
Notary Public for Oregon

State of Oregon        )  
                                  ) ss  
County of Lincoln    )

On July 17, 2015, personally appeared the above named Spencer Nebel, City Manager, City of Newport, who is personally known or otherwise properly identified to me, and acknowledged that he executed the foregoing in his official capacity, pursuant to authority, and as the voluntary act and deed of said City of Newport.



*Cynthia A Breves*  
\_\_\_\_\_  
Notary Public for Oregon

OFFICE OF  
THE ATTORNEY GENERAL  
STATE OF MICHIGAN  
LANSING, MICHIGAN

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