

Lincoln County, Oregon  
08/27/2019 02:36:53 PM  
DOC-E  
\$10.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$98.00

2019-08213

Cnt=1 Pgs=2 Stn=19



00170804201900082130020026

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

GSBN, LLC, 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", an exclusive, perpetual 30' wide easement for public utilities, including the right to lay, construct, and maintain water and sanitary sewer, and all related appurtenances, hereinafter referred to as "Public Utility", to be constructed and located on, across, under or over the surface of the following described real property:

**Parcel I:**

The western fifteen feet of Parcel 1, Partition Plat 2006-26, filed for record August 2, 2006, Lincoln County, Oregon.

**Parcel II:**

Beginning at the southwest corner of Parcel 1, Partition Plat 2006-26, filed for record August 2, 2006, thence north along western boundary a distance of 23.51 feet to the POINT OF BEGINNING. Thence West a distance of 32 feet; thence North 45° 00' 00" East a distance of 24.04 feet; thence North 00° 00' 00" East a distance of 271.19 feet along a line offset 15 feet and parallel to the westerly property line of Parcel 1, Partition Plat 2006-26; thence North 45° 00' 00" East a distance of 46.62 feet, more or less, to a point on the western boundary of Parcel 1, Partition Plat 2010-18; thence South 00° 01' 45" West along said western boundary 43.28 feet, more or less, to a point on the north boundary of Parcel 1, Partition Plat 2006-26; thence North 88° 54' 00" West a distance of 18.27 feet, more or less, along the northern boundary of Parcel 1, Partition Plat 2006-26 to its northwest corner; thence South 00° 00' 00" West a distance of 277.90 feet along the western boundary of Parcel 1, Partition Plat 2006-26, to the POINT OF BEGINNING.

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

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, to inspect, repair, replace, remove or renovate the Public Utility. In the event any damage is caused to Grantor's property by Grantee's use of this easement, or by Grantee, Grantee's agents or independent contractors, Grantee shall promptly, at its expense, repair and restore the property to the condition existing prior to the damage.

Grantor shall be responsible for landscape and surface maintenance within the easement. In carrying out this responsibility, Grantor agrees not to plant any tree, shrub or plant within the Public Utility easement, nor build any structure or place any fence in the easement without first

obtaining written permission from City. It is understood that City may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the Public Utility or City's easement rights granted above, without recompense to the Grantor. Grantor may build a road or driveway over the easement. In the event Grantor's road or driveway is damaged by Grantee's inspection, maintenance, or repair of the easement, Grantee shall be responsible for repairing the driveway or roadway to the condition existing prior to the damage.

Grantor and City intend that this easement bind Grantor, his or her heirs, successors and assigns. This easement will not be considered abandoned until City has declared the easement abandoned and no longer in use by City, and releases this easement in a duly executed and recorded Release of Easement.

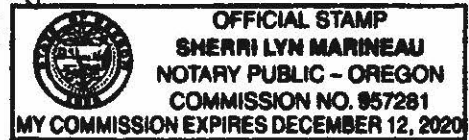
In addition to all other remedies allowed by law, Grantor and Grantee and their successors and assigns shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement. If either party is required to bring suit or action to enforce the terms of this easement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs in such action or suit, including upon appeal.

The true and actual consideration for this easement is \$7,645.00.

DATED this 20th day of August, 2019.

Owner

STATE OF OREGON )  
County of Lincoln ) ss



Personally appeared before me this 20th day of August, 2019 the above named Garrett Bush, Agent of GSBN, LLC

Sherrilyn Marineau  
Notary Public for Oregon

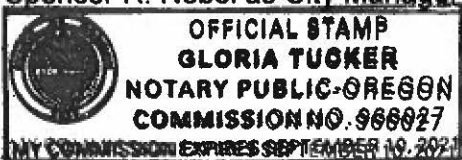
**ACCEPTANCE OF EASEMENT**

The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this 20 day of August, 2019.

Spencer R. Nebel  
Spencer R. Nebel, City Manager

STATE OF OREGON )  
County of Lincoln ) ss:

This instrument was acknowledged before me on the 20 day of August, 2019 by Spencer R. Nebel as City Manager of the City of Newport.



Gloria Tucker  
Notary Public for Oregon