



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



After recording return to:
City of Newport
169 SW Coast Highway
Newport, OR 97365

CITY OF NEWPORT, OREGON
PUBLIC UTILITY EASEMENT

Ocean Equity Investments LLC, Heisler Property Holdings LLC, and Martha Krupp, hereinafter referred to as "GRANTOR", respectively owners of the real property described below Lots 13 and 24, Stewart's Addition of Nye and Thompson's Addition to Newport, in the City of Newport, Lincoln County, Oregon. (Ocean Equity Investments LLC)

Lots 14, and 22-23, Stewart's Addition of Nye and Thompson's Addition to Newport, in the City of Newport, Lincoln County, Oregon. (Heisler Property Holdings LLC)

Lot 15, Stewart's Addition of Nye and Thompson's Addition to Newport, in the City of Newport, Lincoln County, Oregon. (Martha Krupp)

and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation located in Lincoln County, Oregon, hereinafter referred to as "GRANTEE", an exclusive, perpetual easement for public utilities, including the right to lay, construct, and maintain 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:

1. An area centered on the common property line between lots 23 and 14, 5 feet in width onto each of said lots, as depicted on the attached Utility Site Plan, Exhibit A.
2. An area centered on the common property line between lots 14 and 15, 5 feet in width onto each of said lots as depicted on the attached Utility Site Plan, Exhibit A.
3. An area on Lot 22, beginning in the northeast corner of said lot, and then southerly a distance of 5 feet along the east lot line of said lot, thence westerly a distance of 5 feet on a line parallel to the north boundary of Lot 22, thence north 5 feet on a line parallel to the eastern boundary of Lot 22, thence easterly 5 feet to the point of beginning; as generally depicted on the attached Utility Site Plan, Exhibit A
4. An area on Lot 13 and Lot 24 described as follows: beginning in the northwest corner of Lot 24 and thence south a distance of 5 feet along the west line of said lot 24, thence easterly 10 feet, thence northerly 10 feet to a point which measures 5 feet north of the property line between Lots 13 and 24, thence 10 feet west on a line parallel to the common property line between Lots 13 and 24 to a point on the western boundary line of Lot 13, and thence 5 feet south along said boundary line to the point of beginning, as depicted on the attached Utility Site Plan, Exhibit A.

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

The true and actual consideration for this easement is none.

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 the GRANTEE or the 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 GRANTEE. 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 Utility 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, 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.

This agreement may be signed in counterparts and all such signatures shall when combined be considered the original document.

This agreement is binding on the parties heirs and assigns. This is the entire agreement of the parties and any amendments to the agreement must be in writing.

DATED this 15th day of April, 2020.

For Heisler Property Holdings LLC, Grantor For Ocean Equity Investments LLC, Grantee

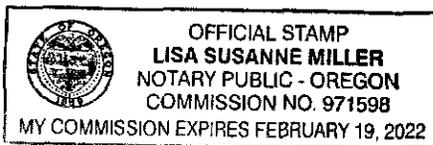
Peter R. Heisler, Member
Peter R. Heisler, Member

Brodie Becksted, Member
Brodie Becksted, Member

Martha Krupp
Martha Krupp

STATE OF OREGON, County of Lincoln) ss.

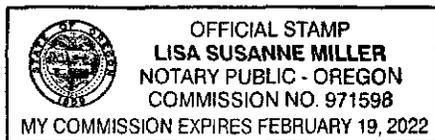
This instrument was acknowledged before me on the 15th day of April, 2020 by Brodie Becksted, Member of Ocean Equity Investments LLC, Grantee.



Lisa Susanne Miller
Notary Public for Oregon
My Commission Expires: 2/19/22

STATE OF OREGON, County of Lincoln) ss.

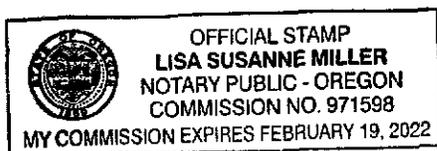
This instrument was acknowledged before me on the 15th day of April, 2020 by Peter R. Heisler, Member of Heisler Properties LLC, Grantor.



Lisa Susanne Miller
Notary Public for Oregon
My Commission Expires: 2/19/22

STATE OF OREGON, County of Lincoln) ss.

This instrument was acknowledged before me on the 20th day of April, 2020 by Martha Krupp, Grantor.



Lisa Susanne Miller
Notary Public for Oregon
My Commission Expires: 2/19/22

ACCEPTANCE OF EASEMENT

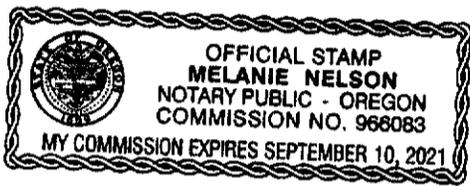
The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this 1st day of May, 2020.

Spencer R. Nebel

Spencer R. Nebel, City Manager

STATE OF OREGON)
) ss:
County of Lincoln)

This instrument was acknowledged before me on the 1st day of May, 2020 by Spencer R. Nebel as City Manager of the City of Newport.



Melanie Nelson

Notary Public for Oregon

My Commission Expires: 09/10/21

