

Lincoln County, Oregon
04/30/2020 02:23:12 PM
DOC-E
\$20.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$108.00

2020-04285

Cnt=1 Pgs=4 Stn=20



00181374202000042850040046

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

Port of Newport, hereinafter referred to as "GRANTOR", owner of the real property described below 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 water utilities, 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:

Legal Description provided in Exhibit A and shown in Exhibit B

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 \$0.00.

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.

To the extent permitted by the Oregon Constitution, and pursuant to applicable provisions of the Oregon Tort Claims Act, GRANTEE agrees to hold GRANTOR harmless, and to indemnify and defend GRANTOR from any loss, claim or liability arising out of GRANTEE'S use of the easement, including reimbursement for GRANTOR'S attorney fees in defending any such claim. GRANTEE'S obligations under this clause do not extend to any loss, claim or liability relating to the quantity, quality, or pressure of water supplied by GRANTEE. GRANTEE will have no

obligation to indemnify or defend GRANTOR for any liability arising out of GRANTOR's acts or omissions.

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.

DATED this 20th day of April, 2020.

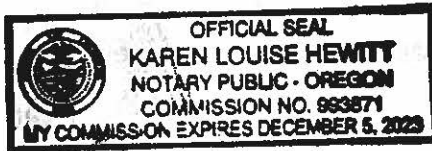
Paula J. Miranda
Port of Newport

STATE OF OREGON

County of Lincoln

} ss

Personally appeared before me this 20th day of April, 2020 the above named Paula J. Miranda for the Port of Newport.



Karen Louise Hewitt
Notary Public for Oregon

ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this 22nd day of April, 2020.

Spencer R. Nebel
Spencer R. Nebel, City Manager

STATE OF OREGON

County of Lincoln

) ss:

This instrument was acknowledged before me on the 22nd day of April, 2020 by Spencer R. Nebel as City Manager of the City of Newport.



Melanie Nelson
Notary Public for Oregon

Exhibit A

Commencing at the Northwest corner of Parcel 2 of Partition Plat 31-1991, a Partition Plat of record located in the Northeast One-Quarter of Section 17 of Township 11 South, Range 11 West of the Willamette Meridian, City of Newport, Lincoln County, Oregon; thence North $61^{\circ}37'03''$ East 593.13 feet to Southwest corner of that property deeded to Newport Urban Renewal Agency in Lincoln County Deed Record 2012-11353; thence along the south line of said property South $75^{\circ}27'03''$ East 5.85 feet to the east right of way line of SE OSU Drive; thence along said east right of way line North $14^{\circ}31'47''$ East 706.89 feet to the TRUE POINT OF BEGINNING; thence South $75^{\circ}28'13''$ East 28.62 feet; thence North $14^{\circ}31'47''$ East 27.19 feet; thence North $75^{\circ}28'13''$ West 28.62 feet; thence South $14^{\circ}31'47''$ West 27.19 feet to the point of beginning.

The basis of bearings for the above described easement is based on the Oregon Coordinate System of NAD83/98, North Zone 3601, as established in Lincoln County Survey No. 18732.

Exhibit B

EASEMENT EXHIBIT

LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 17 OF
TOWNSHIP 11 SOUTH, RANGE 11 WEST OF THE WILLAMETTE
MERIDIAN, LINCOLN COUNTY, CITY OF NEWPORT, OREGON

DATE: 4/2/2019

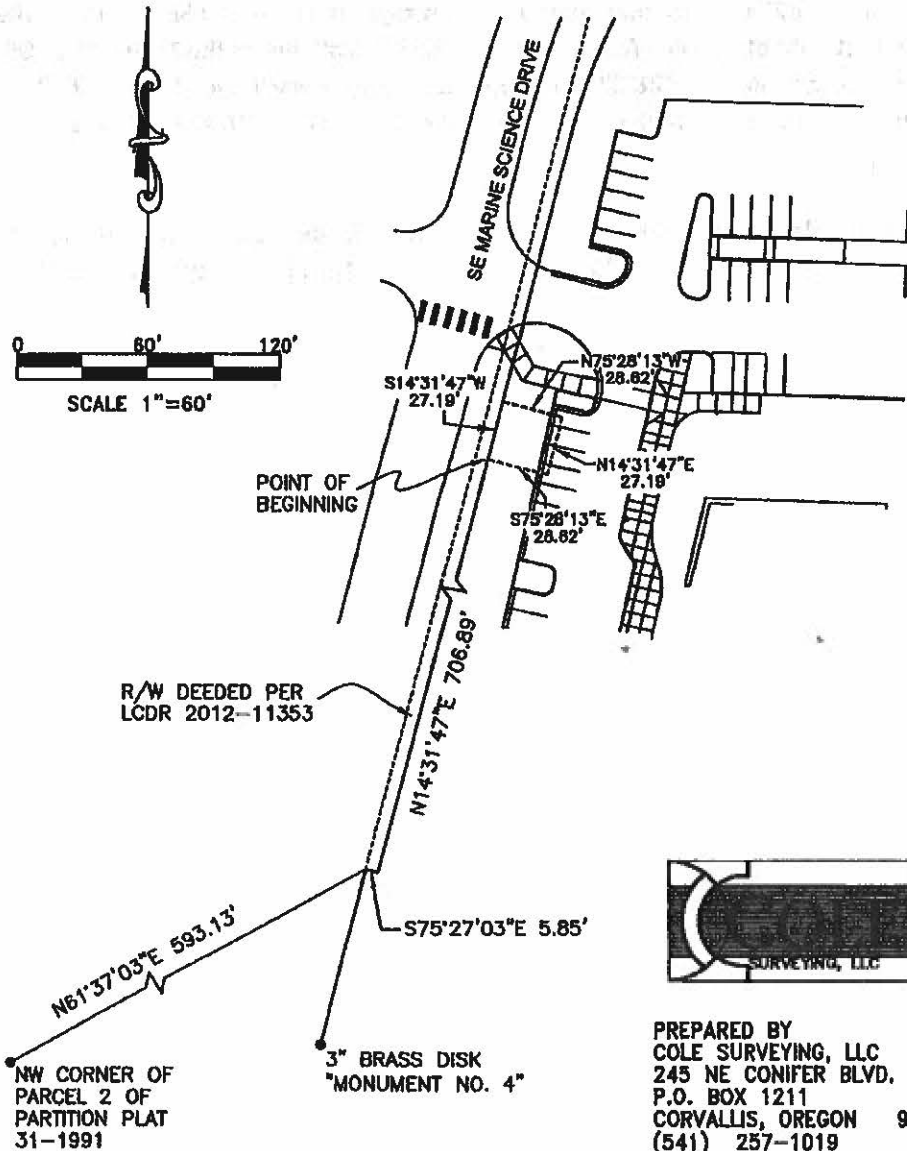


Exhibit B