

Lincoln County, Oregon
02/04/2021 03:07:38 PM
DOC-E
\$25.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total =\$113.00

2021-01469

Cnt=1 Pgs=5 Stn=10



00193692202100014690050054

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
Attn: City Recorder
169 SW Coast Hwy.
Newport, OR 97365

EASEMENT

Gary E. Tryon, Vernon L. Tryon, Robert L. Tryon and Loren Tryon, each an owner of an undivided one quarter interest, all as tenants in common (hereinafter collectively "Grantor") hereby gives, grants and conveys to the City of Newport, an Oregon Municipal Corporation in Lincoln County, Oregon, hereinafter called "Grantee," an easement over certain real property owned by Grantor and more particularly described below and illustrated on the schematic drawing attached as Exhibit A:

A PORTION OF PARCEL 1, LINCOLN COUNTY PARTITION PLAT 2010-18, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHEAST 40TH STREET, AND THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE EASTERLY ALONG THE ARC OF A 780.00 FOOT RADIUS CURVE LEFT, 66.57 FEET (LONG CHORD BEARS NORTH 84° 08' 50" EAST, 66.55 FEET) TO A 5/8 INCH IRON ROD ON SAID SOUTHERLY RIGHT-OF-WAY; THENCE CONTINUING ON SAID RIGHT-OF-WAY EASTERLY ALONG THE ARC OF A 720.00 FOOT RADIUS CURVE RIGHT, 139.24' (LONG CHORD BEARS NORTH 87° 11' 02" EAST, 139.02 FEET) TO A 5/8 INCH IRON ROD; THENCE CONTINUING EASTERLY ALONG THE AFORMENTIONED RIGHT-OF-WAY SOUTH 87° 14' 14" EAST, 96.31 FEET TO A 5/8 INCH IRON ROD AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEAST 40TH STREET, SOUTH 07° 29' 07" WEST, 37.29 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 07° 05' 32" EAST, 49.27 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 10° 16' 45" EAST, 70.12 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 01° 55' 35" EAST, 146.38 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 13° 08' 36" EAST, 35.17 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89° 19' 31" EAST, 278.28 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 39° 59' 05" EAST, 106.65 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 78° 44' 23", 25.00 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 00° 04' 32" EAST, 80.80 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 35° 53' 02" WEST, 141.08 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 66° 55' 19" WEST, 140.66 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 20° 28' 10" WEST, 97.54 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 04° 57' 41" EAST, 58.94 FEET TO A 5/8 INCH IRON ROD ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHEAST 40TH STREET; THENCE WESTERLY ALONG A 970.00 FOOT RADIUS CURVE LEFT, 45.50 FEET (LONG CHORD BEARS NORTH 85° 55' 12" WEST, 45.49 FEET) TO A 5/8 INCH IRON ROD ON SAID RIGHT-OF-WAY; THENCE NORTH 87° 14' 14" WEST ALONG SAID RIGHT-OF-WAY, 111.71 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL 1, LINCOLN COUNTY PARTITION PLAT 2010-18, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON ROD ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHEAST 40TH STREET, AND THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE EASTERLY ALONG THE ARC OF A 780.00 FOOT RADIUS CURVE

LEFT, 66.57 FEET (LONG CHORD BEARS NORTH 84° 08' 50" EAST, 66.55 FEET) TO A 5/8 INCH IRON ROD ON SAID SOUTHERLY RIGHT-OF-WAY; THENCE CONTINUING ON SAID RIGHT-OF-WAY EASTERLY ALONG THE ARC OF A 720.00 FOOT RADIUS CURVE RIGHT, 139.24' (LONG CHORD BEARS NORTH 87° 11' 02" EAST, 139.02 FEET) TO A 5/8 INCH IRON ROD; THENCE CONTINUING EASTERLY ALONG THE AFORMENTIONED RIGHT-OF-WAY SOUTH 87° 14' 14" EAST, 96.31 FEET TO A 5/8 INCH IRON ROD; THENCE LEAVING SAID SOUTHEAST 40TH STREET, SOUTH 07° 29' 07" WEST, 37.29 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 07° 05' 32" EAST, 49.27 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 10° 16' 45" EAST, 70.13 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 01° 55' 35" EAST, 146.38 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 13° 08' 36" EAST, 35.17 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 89° 19' 31" EAST, 278.28 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 39° 59' 05" EAST, 106.65 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 78° 44' 23", 12.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 11° 15' 37" EAST, 15.00 FEET; THENCE SOUTH 08° 00' 00" WEST, 105.00 FEET; THENCE SOUTH 48° 30' 00" EAST, 165.00 FEET; THENCE NORTH 86° 00' 00" EAST, 80.00 FEET; THENCE SOUTH 82° 00' 00" EAST, 36 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF PARCEL 2, LINCOLN COUNTY PARTITION PLAT 2010-18.

The portion of the drainage easement lying southerly of L9, on Exhibit A, is 12.5 feet on each side of the described centerline.

PURPOSE; USE: The easement encompasses an existing drainage channel and pond, and is granted so that the channel and pond can be maintained and enhanced within the easement boundaries as a component of the City of Newport's public storm drainage system. Grantor and Grantor's successors shall be entitled to direct run off into the easement area from the property described as Parcel 1 and Parcel 2 of Lincoln County Partition Plat 2010-18, subject to applicable federal state and local water management rules and regulations.

TYPE OF EASEMENT: The easement granted by Grantor to Grantee is perpetual.

GRANTOR RESERVATION: Grantor, their heirs, successors, assigns retain all water, mineral and other rights not specifically granted herein, so long as Grantor, their heirs, successors, and assigns do not interfere with the uses allowed by this Easement when exercising such rights.

CONSTRUCTION, MAINTENANCE AND REPAIRS: Grantee, its employees, contractors, agents and invitees shall have the right to enter upon the easement to perform environmental studies, conduct investigations, construct, maintain, inspect, repair, replace, renovate or remove material from the storm water conveyance and retention facility to accomplish the purposes of the easement. The Grantee shall be responsible for all maintenance and repairs of the storm water conveyance and retention facility and any appurtenant improvements constructed within the easement. This includes keeping the outflow by SE 40th Street open and clear of debris or other impediments that would impede the flow of water off the property. In the event damage is caused to Grantor's property by Grantee, Grantee's agents or contractors, Grantee shall promptly, at Grantee's expense, make necessary repairs to restore the property to the condition existing prior to the damage. If Grantee fails to make such repairs promptly, Grantor may make such repairs and shall have a claim against Grantee for the cost of such repairs. Grantor may not place any structures or perform earthwork within the easement without written consent from the Grantee, which consent shall not unreasonably be withheld.

INDEMNIFICATION: Grantee shall, to the extent permitted by the Oregon Constitution and applicable Oregon law, hold Grantor harmless, and to indemnify and defend Grantor from any loss, claim or liability arising out of Grantee's use of the easement after the date of the execution and acceptance of this easement, including reimbursement for Grantor's attorney fees in defending any such claim.

ATTORNEY FEES: In the event any suit or action is filed to enforce any of the terms or conditions or omissions under this agreement, the losing party shall pay to the prevailing party the prevailing party's costs and attorney fees, including attorney fees on any appeal.

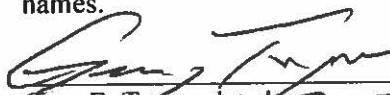
SUBJECT TO ENCUMBERANCES: This easement is granted subject to easements and encumbrances of record, provided, however, that this provision shall not relieve the Grantee from any of Grantee's obligations and responsibilities under this easement.

CONSIDERATION: Grantee agrees to pay Grantor the sum of \$120,000.00 as consideration for this easement within 10 days of the recording of this Easement.


BINDING EFFECT: This easement and the covenants contained herein shall run with the land described herein and be binding on the heirs, successors and assigns of the parties. This easement will not be considered abandoned until Grantee has declared the easement abandoned and no longer in use, and releases this easement in a duly executed and recorded Release of Easement.

MODIFICATION: Any agreement or modification which affects or modifies the terms of the easement, including its use or obligations herein, shall be binding on the parties only if evidenced in writing, duly signed by Grantor, Grantee, theirs heirs, successors, or assigns, in a document the form of which would be received and recorded by Lincoln County, Oregon.

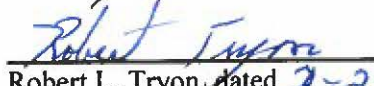
IN WITNESS whereof the parties have executed this instrument as of the date opposite their names.



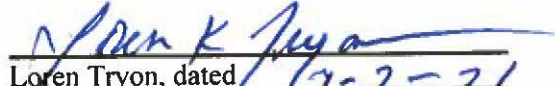
Gary E. Tryon, dated 2-2-21



Vernon L. Tryon, dated 2-2-21



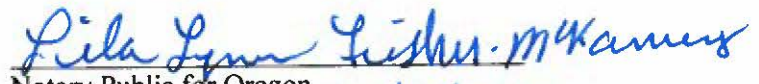
Robert L. Tryon, dated 2-2-21



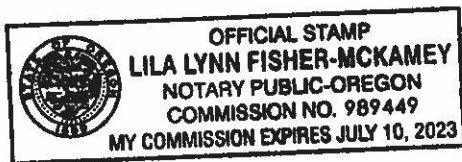
Loren Tryon, dated 17-2-21

STATE OF OREGON)
) ss
County of marion ~~Lincoln~~)

This instrument was acknowledged before me on the 2nd day of February, 2021 by Gary E. Tryon.

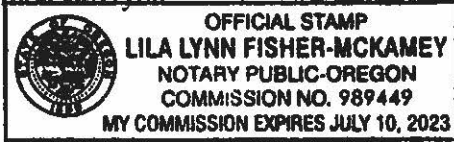


Notary Public for Oregon
My commission expires: 07/10/2023



STATE OF OREGON)
County of Marion) ss
County of Lincoln)

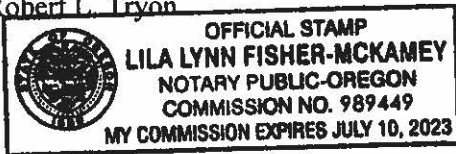
This instrument was acknowledged before me on the 2nd day of February, 2021 by
Vernon L. Tryon



Lila Lynn Fisher-Mckamey
Notary Public for Oregon
My commission expires: 07/10/2023

STATE OF OREGON)
County of Marion) ss
County of Lincoln)

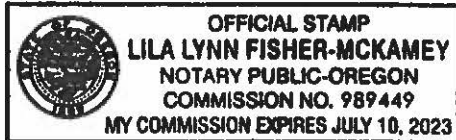
This instrument was acknowledged before me on the 2nd day of February, 2021 by
Robert L. Tryon



Lila Lynn Fisher-Mckamey
Notary Public for Oregon
My commission expires: 07/10/2023

STATE OF OREGON)
County of Marion) ss
County of Lincoln)

This instrument was acknowledged before me on the 2nd day of February, 2021 by
Loren Tryon.



Lila Lynn Fisher-Mckamey
Notary Public for Oregon
My commission expires: 07/10/2023

ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described easement this 4th day of
February, 2021.

Spencer R. Nebel
Spencer R. Nebel, City Manager

STATE OF OREGON)
County of Lincoln) ss
County of Lincoln)

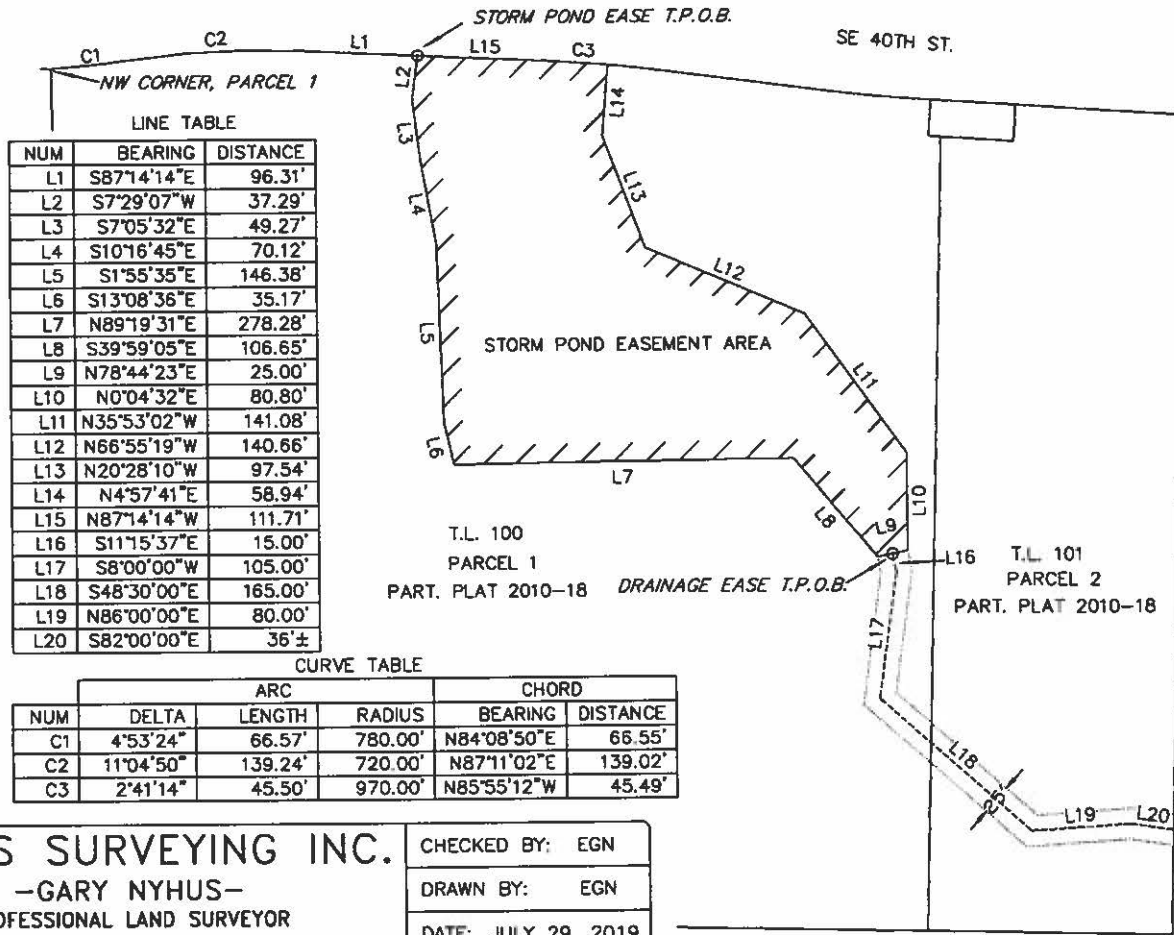
This instrument was acknowledged before me on the 4th day of February, 2021 by
Spencer R. Nebel as City Manager of the City of Newport.



Sherrilyn Marineau
Notary Public for Oregon
My commission expires: 11/03/2024

Exhibit A

SKETCH OF PROPOSED EASEMENTS OVER 11-11-20-AB T.L.
100 & 101 PREPARED FOR THE CITY OF NEWPORT
LOCATED IN THE NW 1/4, NE 1/4, SEC. 20, T11S, R11W, W.M.
IN THE CITY OF NEWPORT, LINCOLN COUNTY, OREGON




LINE TABLE

NUM	BEARING	DISTANCE
L1	S87°14'14"E	96.31'
L2	S7°29'07"W	37.29'
L3	S7°05'32"E	49.27'
L4	S10°16'45"E	70.12'
L5	S1°55'35"E	146.38'
L6	S13°08'36"E	35.17'
L7	N89°19'31"E	278.28'
L8	S39°59'05"E	106.65'
L9	N78°44'23"E	25.00'
L10	N0°04'32"E	80.80'
L11	N35°53'02"W	141.08'
L12	N66°55'19"W	140.66'
L13	N20°28'10"W	97.54'
L14	N4°57'41"E	58.94'
L15	N87°14'14"W	111.71'
L16	S11°15'37"E	15.00'
L17	S8°00'00"W	105.00'
L18	S48°30'00"E	165.00'
L19	N86°00'00"E	80.00'
L20	S82°00'00"E	36'±

CURVE TABLE

NUM	ARC			CHORD	
	DELTA	LENGTH	RADIUS	BEARING	DISTANCE
C1	4°53'24"	66.57'	780.00'	N84°08'50"E	66.55'
C2	11°04'50"	139.24'	720.00'	N87°11'02"E	139.02'
C3	2°41'14"	45.50'	970.00'	N85°55'12"W	45.49'

NYHUS SURVEYING INC.
-GARY NYHUS-
PROFESSIONAL LAND SURVEYOR
P.O. BOX 206
740 E. THISSELL RD. TIDEWATER, ORE 97390
(541) 528-3234



CHECKED BY: EGN
DRAWN BY: EGN
DATE: JULY 29, 2019
SCALE: 1" = 12'
PROJECT: 19121

LEGEND
- - - - - DRAINAGE EASE C.L.
- - - - - DRAINAGE EASE