

AFTER RECORDING RETURN TO:
Margaret Hawker
City Recorder
City of Newport
169 SW Coast Highway
Newport, OR 97365

NO CHANGE IN TAX STATEMENTS

Lincoln County, Oregon
05/16/2012 03:28:01 PM
DOC-IRUL
2012-04647
Cnt=1 Pgs=7 Stn=20
\$35.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$78.00



00058962201200046470070075
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



CITY OF NEWPORT ENCROACHMENT PERMIT AGREEMENT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation, hereinafter (City), and Fred Meyer Stores, Inc., hereinafter (Owner).

RECITALS

- A. Owner owns the real property located at 150 NE 20th St, legally described as TOWNSHIP 11, RANGE 11 (currently identified as Tax Lot 3000 of Lincoln County Assessor's Tax Map 11-11-05-AB).
- B. Owner desires to place three 8' x 40' container units in a portion of the right-of-way of NE 20th Street along the curb.
- C. The City has reviewed the application for the encroachment permit pursuant to NMC Section 9.15.050(A) and has found, following an opportunity for City departments and public utilities to comment, that the standards for issuance of an encroachment permit have been met with the modifications described herein.

PERMIT AGREEMENT TERMS

1. **Benefited Property:** The rights granted by this permit agreement are appurtenant to Owner's Property. Owner warrants that Owner has fee simple title or sufficient interest to Owner's Property to allow Owner to bind current and future owners of Owner's Property.
2. **Permitted Encroachments:** City authorizes Owner to place **two** 8' x 40' storage containers in that portion of right-of-way along the frontage of their property as depicted in Exhibit "A". Reflectors shall be placed on the east and west sides of the containers, and shall remain on the structures at all times while they are located within the public right-of-way. In the event utility providers require access to infrastructure obstructed by the containers, the property owner shall, at their expense, relocate the structures out of the road right-of-way until such time as the utility work is completed.
3. **Safety:** Owner agrees to maintain the permitted encroachments in good condition so that they do not become a nuisance or hazard. Owner agrees to maintain and repair only those encroachments authorized by this permit.

4. Indemnity. Owner hereby agrees to defend and indemnify City and its officials and employees as to any loss, liability, claim, or demand relating to this permit or the permitted encroachments.

5. Termination: This permit shall be terminated in the event of the destruction, removal, major reconstruction, major remodeling, or abandonment of the permitted encroachments. This Permit may be revoked at any time on written notice to Owner, for any reason.

6. Notice: Any notice relating to this Permit shall be effective 48 hours after mailing. Notices shall be sent to the following addresses, unless another address is provided to the other party by written notice.

CITY:

City of Newport
Attn: City Manager
169 SW Coast Highway
Newport OR 97365

OWNER(S):

Fred Meyer Stores, Inc.
3800 SE 22nd Ave
Portland, OR 97202

7. Removal of Improvements: Within five days of the termination of this permit, Owner or Owner's successor in interest, shall commence to remove the permitted encroachments and shall complete removal and restoration of the rights-of-way within 30 days.

8. Lien: City may impose a lien on Owner's property to secure performance of Owner's obligations under this permit.

9. Advice of Counsel: The parties hereto acknowledge and understand that this Encroachment Permit has been prepared by the City. Owner is aware that this permit contains substantial, binding obligations, and that Owner has the right to and should consult with Owner's attorney if Owner has any questions respecting the meaning or legal effect of this permit.

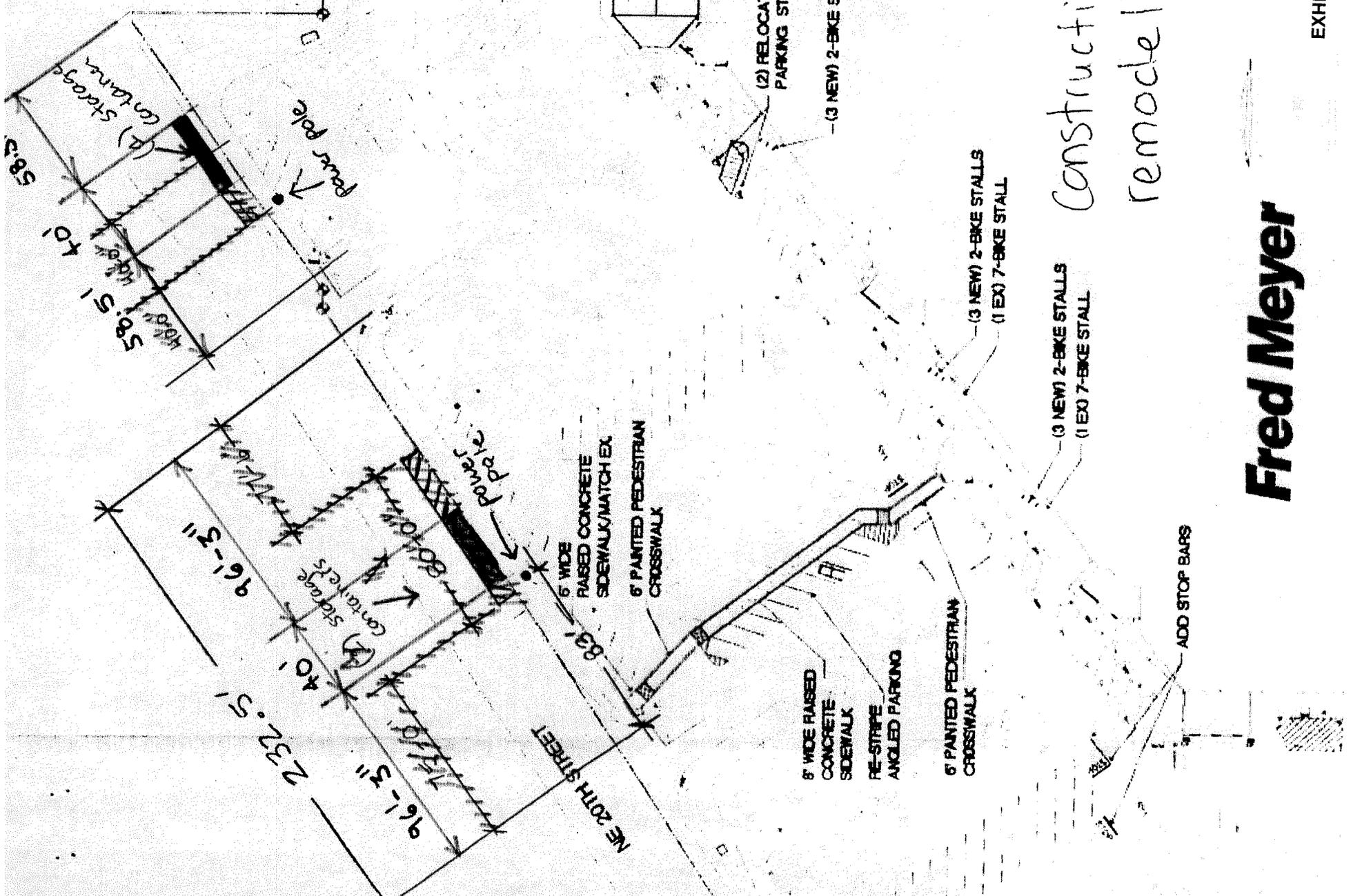
10. Attorneys' Fees: In the event that either party shall bring suit or action to enforce any term or provision hereof, the prevailing party shall be entitled to its reasonable attorneys' fees, including any appeal.

11. Insurance: Owner shall maintain liability insurance respecting the permitted encroachments and include the City as a named insured. This provision is for the benefit of the City and Owner and there are no intended third party beneficiaries to this provision or any other portion of this Encroachment Permit Agreement. City will have no liability or responsibility for failure to enforce this provision.

12. Binding Upon Future Owners: The terms and obligations of this Encroachment Permit Agreement shall run with Owner's Property and shall be binding on all future owners of Owner's Property.

2" = 30'
1/4" = 60'

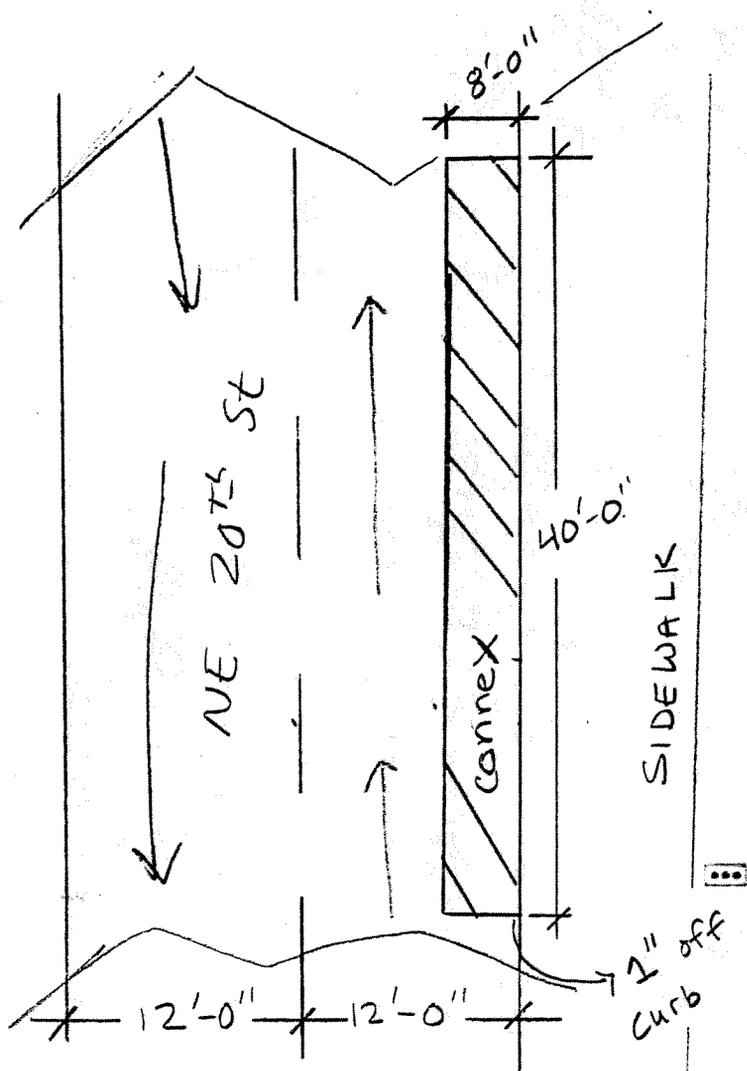
VICINITY MAP



Construction
remodel

Fred Meyer

EXHIBIT 'A'



Typical spacing of Connex (Storage - NTS Containers)

Description:
 Drawing (scaled) illustrates (3) Storage Containers (8' x 40')/each placed along NE 20th St at Fred Meyer store entrance area for construction remodel work. Dates: ASAP to 10/10/2012

HIGHWAY 101

2 = 30" = 60"

VICINITY MA

(2) Storage Containers

Power pole

40'-0" 40'-0"

77'-6"

(2) Storage Containers

80'-0" 80'-0"

232.5'

75'-0"

NE 20TH STREET

6' WIDE RAISED CONCRETE SIDEWALK/MATCH EX
6' PAINTED PEDESTRIAN CROSSWALK

6' WIDE RAISED CONCRETE SIDEWALK
RE-STRIPE ANGLED PARKING

6' PAINTED PEDESTRIAN CROSSWALK

(2) RELOCATED ADA PARKING STALLS

(3 NEW) 2-BIKE STALLS

(3 NEW) 2-BIKE STALLS
(1 EX) 7-BIKE STALL

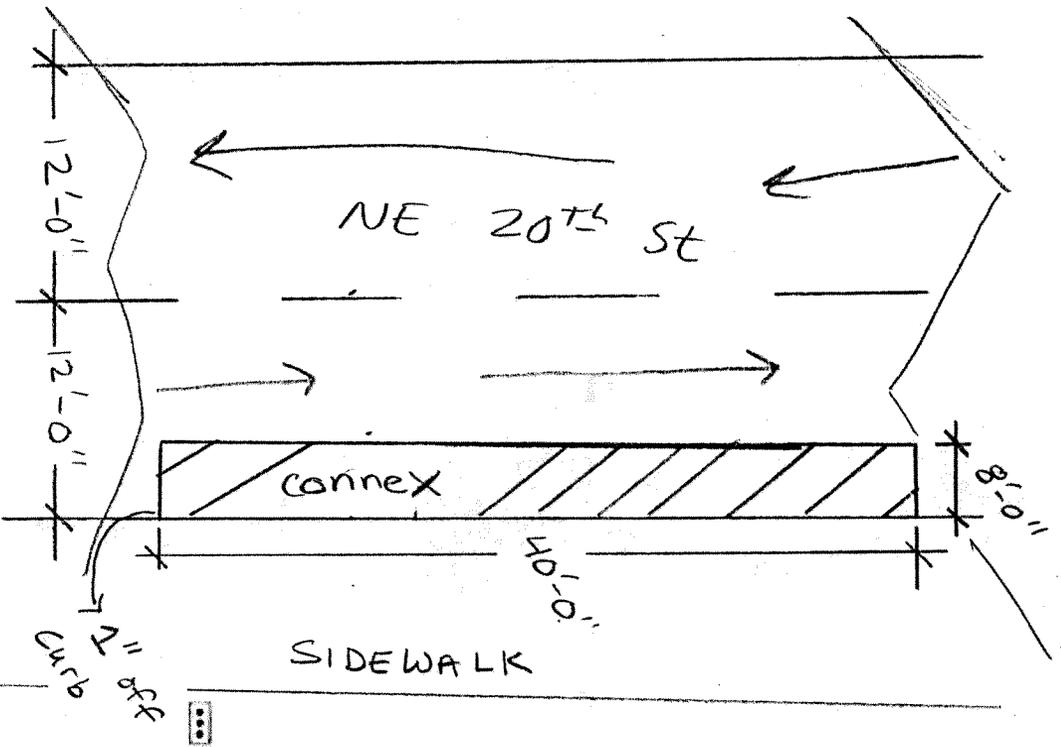
(3 NEW) 2-BIKE STALLS
(1 EX) 7-BIKE STALL

ADD STOP BARS

Construction
Remodel

Fred Meyer

EXHIBIT 'B'



Typical spacing of
CONNEX (Storage - NTS
Containers)

Description:

Drawing (scaled) illustrates (3) storage
containers (8'x40')/each placed
along NE 20th St at Fred Meyer
store entrance area for construction
remodel work.

Dates: ASAP to 10/10/2012

PARKING STATISTICS

