

Lincoln County, Oregon  
11/23/2020 01:15:02 PM  
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2020-12515

Cnt=1 Pgs=4 Sin=20

\$20.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$108.00



00190249202000125150040040

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:

Margaret Hawker  
City Recorder  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

NO CHANGE IN TAX STATEMENTS

## CITY OF NEWPORT ENCROACHMENT PERMIT AGREEMENT

**THIS AGREEMENT** is between the City of Newport, an Oregon municipal corporation, hereinafter (City), and Canopy Consulting, LLC (Carla S. Wienert, Owner), hereinafter (Owner).

### RECITALS

A. Owner owns the real property located at 454 SW Coast Highway, Newport, Oregon 97365, (currently identified as Tax Lot 4200 of Lincoln County Assessor's Tax Map 11-11-08-BD), and legally described as Block 55, Lot 1 of Bayley and Case's Second Addition to the City of Newport, County of Lincoln, State of Oregon (MF292-0438).

B. Owner desires this Encroachment Permit Agreement to install two awnings on the building, one on the Alder Street frontage and one on the SW Coast Highway frontage. Awning on Alder Street is 4' deep (horizontal projection from building), 8' wide, 36'7" from the Alder/Coast Highway building corner, and minimum eight feet from the sidewalk surface. Awning on SW Coast Highway is 4' deep (horizontal projection from building), 13' wide, 36'5" from the Alder/Coast Highway building corner, and minimum eight feet from the sidewalk surface.

### 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 Encroachment:** City authorizes the existing encroachment of two awnings into the public right-of-way adjacent to Block 55, Lot 1 of Bayley and Case's Second Addition to the City of Newport, County of Lincoln, State of Oregon (MF292-0438).

3. **Safety:** Owner agrees to maintain the permitted encroachment in good condition so that it does 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 encroachment.

5. Termination: This Permit shall be terminated in the event of the destruction, removal, or abandonment of the permitted encroachment. 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:

Canopy Consulting, LLC  
Attn: Carla S. Wienert  
P.O. Box 426  
Newport OR 97365

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 regarding 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, and for the benefit of, all future owners of Owner's Property, until terminated.

CITY OF NEWPORT:

BY

Spencer Nebel, City Manager

DATE: 11-12-20

OWNER:

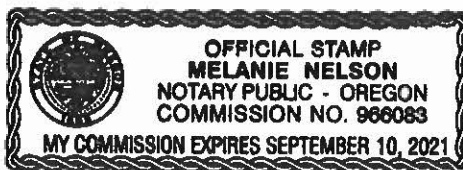
Carla S. Weinert, Owner

DATE: 11-23-20

STATE OF OREGON )

) ss.

County of Lincoln )



This instrument was acknowledged before me on this 12 day of November, 2020, by Spencer Nebel as City Manager of the City of Newport.

Melanie Nelson  
Notary Public - State of Oregon

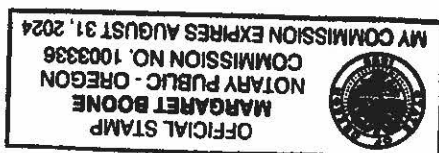
STATE OF OREGON )

) ss.

County of Lincoln )

This instrument was acknowledged before me this 23<sup>rd</sup> day of November, 2020, by Carla S. Wienert.

Margaret Boone  
Notary Public - State of Oregon



## EXHIBIT "A"

### NOTE

1. Size and shape of awnings shown for illustrative purposes only.
2. Called-out dimensions are exact.



North NOT TO SCALE

### KEY



PROPOSED AWNING (see descriptions in narrative)



APPROXIMATE BUILDING AREA (FOOTPRINT)



PROPERTY LINE

SCALED DIMENSION