



00200885202100078510040041

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, hereinafter "City" and Luckini Investments LLC, hereinafter "Owner," Justin Luckini, representative, hereinafter "Applicant."

RECITALS

A. The City of Newport owns the property nearest and immediately adjacent the City right-of-way which this agreement will encroach upon. This property is identified on the Lincoln County Assessor's map as Tax Map 11-11-05-DB, Tax Lot 3500 and legally described as Phelps Addition, Newport, Block 33, Lot 8 and 9, County of Lincoln, State of Oregon (document MF264-1808), addressed as 152 NE 11th Street, Newport.

B. Luckini Investments LLC desires this encroachment agreement to use a portion of the public road right-of-way to center a sign on an existing pole for stability purposes (see attached Exhibit "A").

PERMIT AGREEMENT TERMS

1. Benefited Property: The rights granted by this permit agreement are appurtenant to Luckini Investments LLC. Applicant 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 Owner to use a portion of the right-of-way for a portion of a sign that is at least 13 feet above the adjacent sidewalk. Encroachment will encroach a maximum of three feet into the city right-of-way.
3. Safety: Applicant agrees to maintain the permitted encroachment in good condition so that it does not become a nuisance or hazard. Applicant agrees to maintain and repair only those encroachments authorized by this permit.
4. Indemnity. Applicant 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 of Newport
c/o Spencer Nebel, City Manager
169 SW Coast Hwy
Newport OR 97365

Luckini Investments LLC
P.O. Box 2313
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 encroachment and shall complete removal and restoration of the right-of-way within 30 days.

8. Lien: City may impose a lien on Owner 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. Applicant is aware that this permit contains substantial, binding obligations, and that Applicant has the right to and should consult with the Applicant'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: Applicant 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 Applicant 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 the property, until terminated.

CITY OF NEWPORT:

BY

[Signature]

Spencer Nebel, City Manager

DATE: 6/8/21

LUCKINI INVESTMENTS LLC:

[Signature]

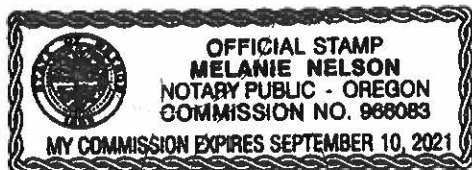
Justin Luckini, Representative

DATE: 6-17-21

STATE OF OREGON)

County of Lincoln) ss.

This instrument was acknowledged before me on this 8 day of June, 2021, by Spencer Nebel as City Manager of the City of Newport.



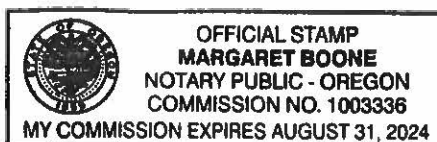
Melanie Nelson

Notary Public - State of Oregon

STATE OF OREGON)

County of Lincoln) ss.

This instrument was acknowledged before me this 17 day of June, 2021, by Justin Luckini as representative of the Luckini Investments LLC.



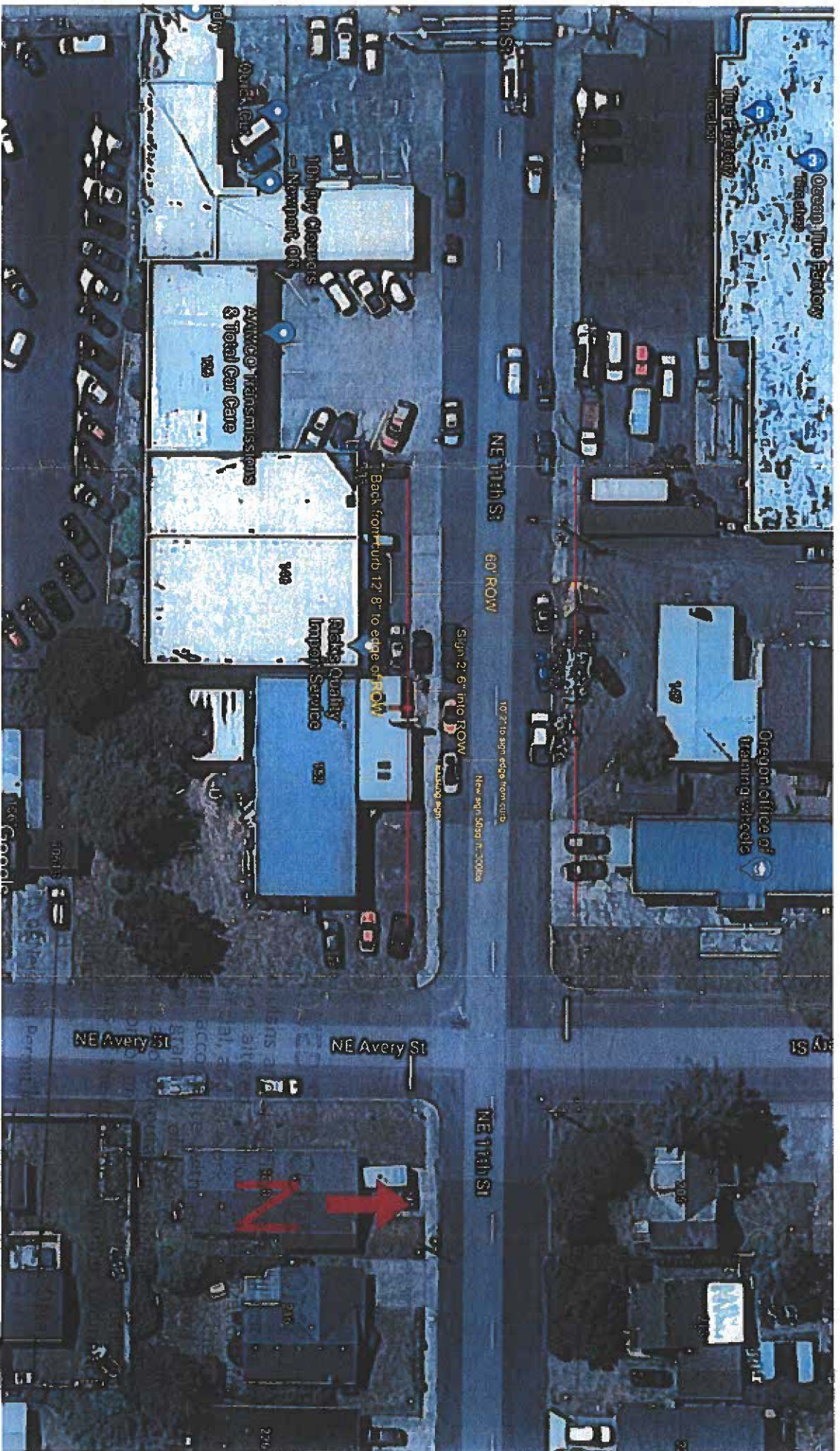
[Signature]
Notary Public - State of Oregon

2-TEP-2
EXHIBIT "A"



CITY OF NEWPORT
FEB 01 2021
RECEIVED

2. TEF-21
EXHIBIT "A"



CITY OF NEWPORT
FEB 01 2021
RECEIVED