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Lincoln County, Oregon  
02/01/2022 03:37:53 PM  
DOC-IRUL  
2022-01105  
Cnt=1 Pgs=4 Stn=12  
\$20.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total =\$108.00



00211838202200011050040042

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 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 Alicia Billings and Toby Mitchell, hereinafter (Owner).

### RECITALS

A. Owner owns the real property located at 2830 NE Jackson Place, Newport, Oregon 97365, (currently identified as Tax Lot 3200 of Lincoln County Assessor's Tax Map 11-11-33-CB), and legally described as Block 6, Lot 2 of Lakewood Hills (Phase 1), City of Newport, County of Lincoln, State of Oregon (Document 2012-0693).

B. Owner desires this Encroachment Permit Agreement to rebuild existing wood stairs with handrail(s) and a top landing. The proposed landing, stairway and handrail(s) will be approximately five feet wide. The landing, top few stairs and handrail(s) will be in the public right of way.

### 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 a landing, top few stairs and handrail(s) into the public right-of-way adjacent to Block 6, Lot 2 of Lakewood Hills (Phase 1), City of Newport, County of Lincoln, State of Oregon (Document 2012-0693).

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:

Alicia Billings and Toby Mitchell  
2830 NE Jackson Place  
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:

OWNER:

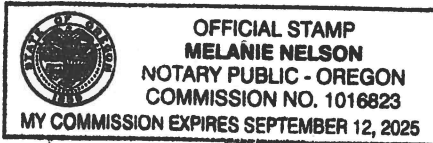
BY

Spencer Nebel  
Spencer Nebel, City Manager

DATE: 01-18-22

Alicia Billings  
Alicia Billings, Owner

DATE: 2/1/22



Toby Mitchell  
Toby Mitchell, Owner

DATE: 2/1/22

STATE OF OREGON )

) ss.

County of Lincoln )

This instrument was acknowledged before me on this 18 day of January, 2022, by Spencer Nebel as City Manager of the City of Newport.

Melanie Nelson

Notary Public - State of Oregon

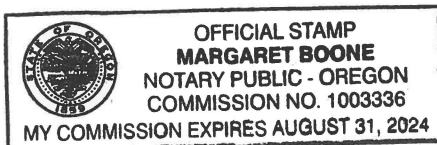
STATE OF OREGON )

) ss.

County of Lincoln )

This instrument was acknowledged before me this 1 day of Feb, 2022, by Alicia Billings.

Margaret Boone  
Notary Public - State of Oregon



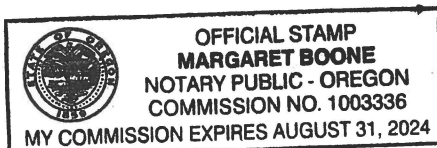
STATE OF OREGON )

) ss.

County of Lincoln )

This instrument was acknowledged before me this 1 day of Feb, 2022, by Toby Mitchell.

Margaret Boone  
Notary Public - State of Oregon





## Exhibit "A"

### Key

- approximate location of proposed landing, stairs and railings (not to scale)
- water
- sanitary sewer
- storm
- property line (yellow)

