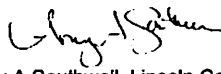



Wasden title WTB 2599 48 / Fidelity National Title 4514201353

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

Lincoln County, Oregon  
 06/16/2024 09:25:01 AM      **2024-03277**  
 DOC-IRUL      Cnt=1 Pgs=4 Stn=10  
 \$20.00 \$11.00 \$10.00 \$60.00 \$7.00      \$108.00

I, Amy A Southwell, 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.

Amy A Southwell, Lincoln County Clerk

NO CHANGE IN TAX STATEMENTS

**CITY OF NEWPORT  
ENCROACHMENT PERMIT AGREEMENT**

**THIS AGREEMENT** is between the City of Newport, hereinafter known and referred to as "City," and Mateam Partnership LLC, an Oregon limited liability company, hereinafter known and referred to as "Owner."

**RECITALS**

- A. Owner owns the real property located at 267 NW Cliff Street, Newport, Oregon 97365 (identified as Tax Lot 12200 of Lincoln County Assessor's Tax Map 11-11-08-BB), as hereafter described.
- B. Owner desires this Encroachment Permit Agreement, hereinafter known and referred to as "Agreement," so that they may use a portion of the adjoining N.W. 3rd Street road right-of-way for sidewalk, handrail, paving, landscaping, retaining wall, covered porch, and deck improvements.
- C. This Agreement replaces, in its entirety, the Temporary License of Encroachment recorded in the Lincoln County Records under Book 302, Page 1755, on July 13, 1995.

**PERMIT AGREEMENT TERMS**

1. **Benefited Property:** The rights granted by this Agreement are appurtenant to Owner's property, a legal description of which is contained in the deed recorded under Book 302, Page 1755 of the Lincoln County Records on July 13, 1995, and is outlined below:

**Sylvia Beach Hotel:** Beginning at the northeast corner of Lot 3, Block 5, NYE AND THOMPSON'S ADDITION to the City of Newport: thence west along the South line of N.W. 3rd Street (formerly Agnes Street), 150 feet, more or less, to the bluff line of the Pacific Ocean; thence southerly along said bluff line to the North line of the Walton Tract described in deed recorded in Book 105, page 16, Deed Records for Lincoln County, Oregon, said point being 49.5 feet southerly from the South line of N.W. 3rd Street (formerly Agnes Street) when measured at right angles thereto; thence easterly parallel with the South line of N.W. 3rd Street (formerly Agnes Street) to the East line of

said Lot 3; thence North 49.5 feet to the point of beginning, in Lincoln County, Oregon. SUBJECT TO: (1) Any adverse claim based upon the assertion that some portion of said land is tide, submerged or submersible lands, or has been created by artificial means or has accreted to such portion so created; (2) the right of the public and of the State of Oregon in the ocean shore and dry sands area as declared acquired under the provisions of Chapter 601 of Oregon State Laws of 1967, and Chapter 601 of Oregon Laws of 1969, or otherwise.

2. Permitted Encroachment: City authorizes the use of NW 3<sup>rd</sup> Street between the hotel and paved portions of NW 3<sup>rd</sup> Street that lead into a parking lot providing access to the top floor of the Newport Visual Arts Center. The City also authorizes the retaining wall and sidewalk along the north side of the hotel, a handrail beside the sidewalk; landscaping; an enclosed porch in the center of the north wall; and deck elements that may extend over undeveloped portions of NW 3<sup>rd</sup> Street.

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 Agreement.

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

5. Termination: This Agreement shall be terminated in the event of the destruction, removal, or abandonment of the permitted encroachment. This Agreement may be revoked at any time on written notice to the Owner, for any reason.

6. Notice: Any notice relating to this Agreement 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  
Attention: City Manager  
169 SW Coast Hwy  
Newport OR 97365

Owner:

Mateam Partnership LLC  
Attention: Members

██████████  
██████████

7. Removal of Improvements: Within five days of the termination of this Agreement 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 Agreement has been prepared by the City. Owner is aware that

this Agreement 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 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 Agreement shall run with Owner's real property and shall be binding on, and for the benefit of, all future owners of Owner's property, until terminated.

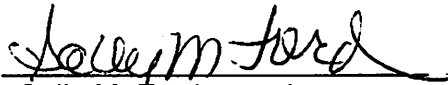
CITY OF NEWPORT

OWNER:

Mateam Partnership LLC, an Oregon limited liability company

BY:   
Spencer Nebel, City Manager

BY:   
Gudrun M. Cable, member

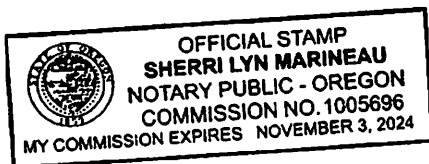
By:   
Sally M. Ford, member

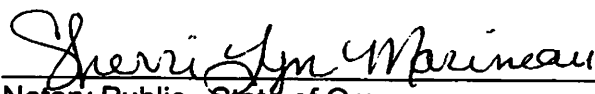
DATE: 5/7/2024

DATE: 5-9-2024

STATE OF OREGON )  
                                    ) ss.  
County of Lincoln         )

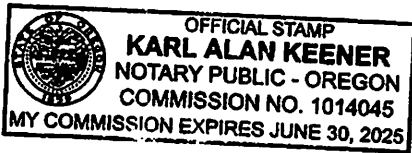
This instrument was acknowledged before me on this 7th day of May, 2024, by Spencer Nebel as City Manager of the City of Newport.



  
Notary Public - State of Oregon

STATE OF OREGON )  
 ) ss.  
County of Washington

This instrument was acknowledged before me this 9<sup>th</sup> day of May, 2024, by Gudrun M. Cable, as an authorized member of Mateam Partnership LLC, an Oregon limited liability company.



Karl Alan Keener  
Notary Public - State of Oregon

STATE OF OREGON )  
 ) ss.  
County of Washington

This instrument was acknowledged before me this 9<sup>th</sup> day of May, 2024, by Sally M. Ford, as an authorized member of Mateam Partnership LLC, an Oregon limited liability company.



Karl Alan Keener  
Notary Public - State of Oregon