

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

Lincoln County, Oregon
08/15/2024 03:52:54 PM
DOC-IRUL
2024-05695
Cnt=1 Pgs=4 Stn=9
\$20.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$108.00



00244052202400056950040046

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, an Oregon municipal corporation (hereinafter called "City"), and CGC III, LLC, an Oregon limited liability company (hereinafter called "Owner").

RECITALS

A. Owner owns the real property located at the southwest corner of NW 2nd Street and NW Coast Street. It is developed with a partially constructed mixed-use building that has a ground floor commercial occupancy, with apartments on the second floor. The Lincoln County Assessor's map identifies the real property as Tax Lot 09700, on Tax Map 11-11-08-BB and it is legally described as Lot 1, Stewart's Addition to Nye and Thompson's Addition to Newport, being a subdivision of Lot 1 in Block 5 in Nye and Thompson's Addition to Newport, County of Lincoln, State of Oregon.

B. Owner desires to construct and occupy an elevated concrete patio over a 5'-10" x 36'-6" portion of the NW 2nd Street right-of-way. Railing will be placed around the perimeter of the patio. Further, Owner wishes to use a portion of the NW 2nd Street right-of-way to construct concrete steps to access the two ground floor commercial spaces on Owner's real property. The commercial spaces are addressed as 113 and 123 NW Coast Street. The concrete steps will encroach one (1) foot into the NW 2nd Street right-of-way, between the patio and northeast corner of the building.

PERMIT AGREEMENT TERMS

- 1. Benefited Property:** The rights granted by this encroachment permit agreement are appurtenant to Owner's real property. Owner warrants that owner has fee simple title or sufficient interest to Owner's real property to bind current and future owners of Owner's real property.
- 2. Permitted Encroachment:** City authorizes Owner to construct and occupy an elevated concrete patio, with railing, and concrete steps in portions of the NW 2nd Street right-of-way, in the locations depicted in Exhibit A to this encroachment permit agreement.
- 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 encroachment permit agreement.

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 encroachment permit agreement or the permitted encroachments.

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

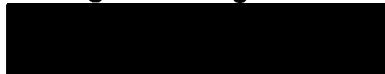
6. Notice: Any notice relating to this encroachment permit agreement shall be effective 48 hours after mailing. Notices shall be sent to the following addresses unless another address is provided to the other party by written notice.

City:

City of Newport
c/o City Manager
169 SW Coast Hwy
Newport OR 97365

Owner(s):

CGC III, LLC
Registered Agent



7. Removal of Improvements: Within five days of the termination of this encroachment permit 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 real property to secure performance of Owner's obligations under this encroachment permit agreement.

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 encroachment permit 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 encroachment permit agreement.

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

CITY OF NEWPORT:

OWNER(S):

BY [Signature]
Nina Vetter, City Manager

[Signature]
Representative, CGC III, LLC
CATHAL A. BLAKE
[print name]

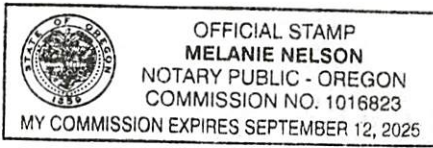
DATE: 8/15/24

DATE: 08/15/24

STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me on this 15 day of August, 2024, by Nina Vetter as City Manager of the City of Newport.

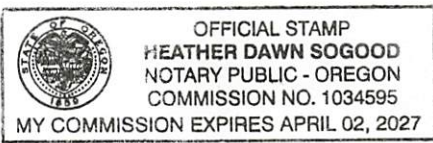
[Signature]
Notary Public - State of Oregon



STATE OF OREGON)
) ss.
County of Lincoln)

This instrument was acknowledged before me this 15th day of August, 2024, by Cathal A. Blake as representative of the Port of Newport - CGC III, LLC.

[Signature]
Notary Public - State of Oregon



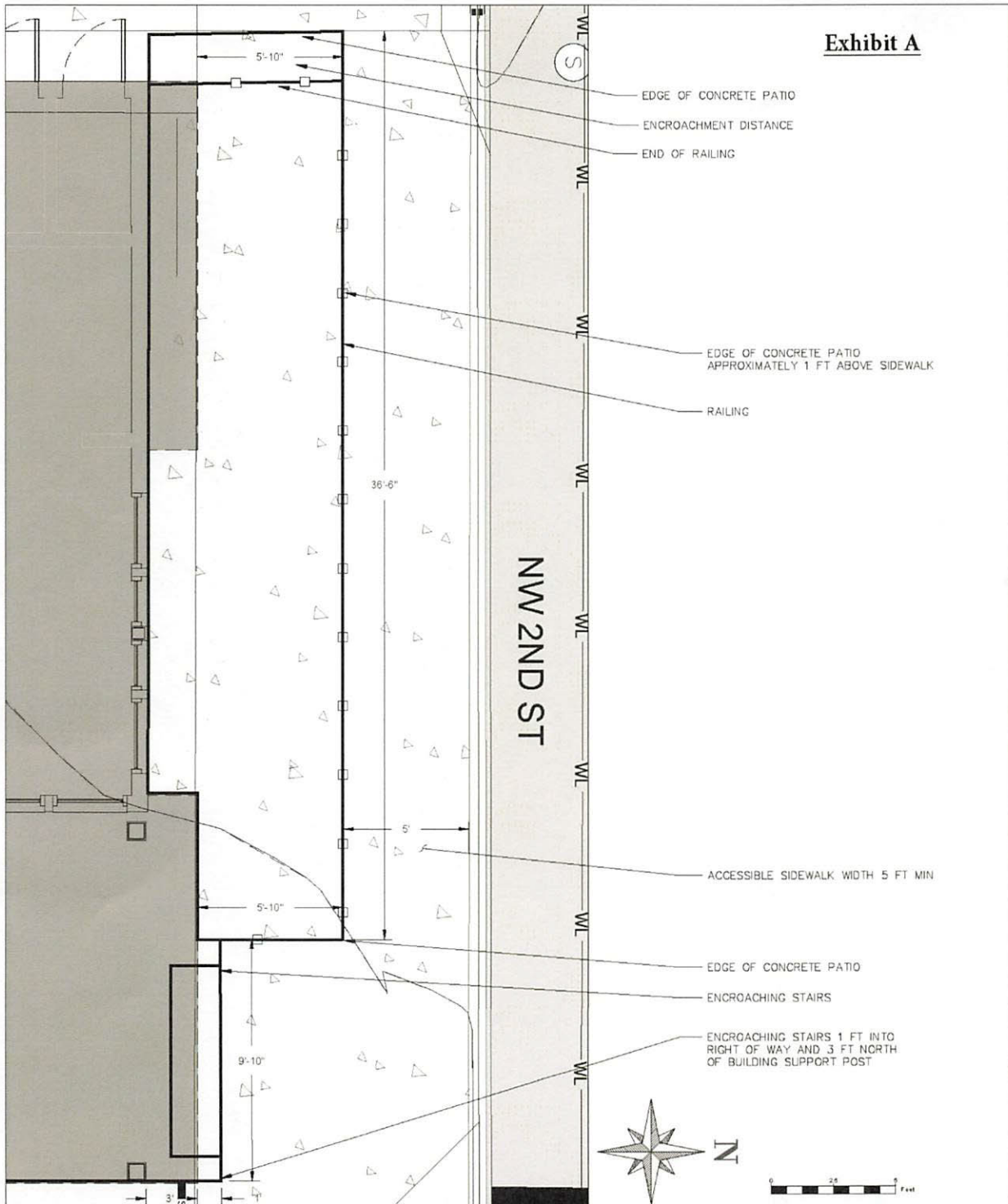


Exhibit A

	Drawn By: CMJ Date: 7/19/24		RIGHT-OF-WAY ENCROACHMENT	FIGURE
	113 NW COAST ST	COLUMBIA GORGE CAPITAL CITY OF NEWPORT, OREGON	1.0-1	