

TEMPORARY RIGHT OF ENTRY PERMIT
FOR
SW 9th and 10th Street Improvements Project

THIS AGREEMENT is made and entered between Brayden Criswell (hereinafter "Owner"), and the City of Newport, a municipal corporation of the State of Oregon (hereinafter "City").

- 1) The Owner grants to the City of Newport, its employees, contractor, and equipment a temporary permit of ingress and egress onto the real property of Owner located at

935 SW 10th St.
Tax Lot: 11-11-08-CD-03700

for the purpose of constructing roadway improvements, including sidewalk and paving, as part of the above-mentioned project.

- 2) The temporary right to ingress and egress herein granted shall be exercised in such a manner as not to cause any unnecessary damage or destruction of any nature, and to not unnecessarily interfere with or interrupt the use of the remainder of the real property.
- 3) City agrees to resurface the area of the property and landscaping to grass conditions over the disturbed areas during the installation work being done pursuant to this grant of this temporary permit.
- 4) The temporary permit granted to the City shall expire 1-year following substantial completion of the project. Substantial completion of the project is tentatively scheduled for November, 2019.
- 5) You will be contacted a minimum of 48 hours prior to the start of work on, or adjacent to, your property by The City of Newport, its employees, or contractor.

In witness whereof, the parties have executed or caused to be executed this document and represent that they are authorized to execute same.

OWNER: Brayden Criswell
Print Name(s)
Brayden Criswell
Signature(s)

CITY:
Spencer R. Nebel, City Manager
[Signature]
Signature

Date: 7-13-2019

Date: 8-6-19

TEMPORARY RIGHT OF ENTRY PERMIT
FOR
SW 9th and 10th Street Improvements Project

THIS AGREEMENT is made and entered between DMC Properties Oregon LLC (hereinafter "Owner"), and the City of Newport, a municipal corporation of the State of Oregon (hereinafter "City").

- 1) The Owner grants to the City of Newport, its employees, contractor, and equipment a temporary permit of ingress and egress onto the real property of Owner located at

940 SW 10th St.
Tax Lot: 11-11-08-CB-05600

for the purpose of constructing roadway improvements, including sidewalk and paving, as part of the above-mentioned project.

- 2) The temporary right to ingress and egress herein granted shall be exercised in such a manner as not to cause any unnecessary damage or destruction of any nature, and to not unnecessarily interfere with or interrupt the use of the remainder of the real property.
- 3) City agrees to resurface the area of the property and landscaping to grass conditions over the disturbed areas during the installation work being done pursuant to this grant of this temporary permit.
- 4) The temporary permit granted to the City shall expire 1-year following substantial completion of the project. Substantial completion of the project is tentatively scheduled for November, 2019.
- 5) You will be contacted a minimum of 48 hours prior to the start of work on, or adjacent to, your property by The City of Newport, its employees, or contractor.

In witness whereof, the parties have executed or caused to be executed this document and represent that they are authorized to execute same.

OWNER:

Gordon D. Day
Print Name(s)

Gordon D. Day
Signature(s)

Date: 7-8-19

CITY:

Spencer R. Nebel, City Manager

Spencer R. Nebel
Signature

Date: 8-9-19

TEMPORARY RIGHT OF ENTRY PERMIT
FOR
SW 9th and 10th Street Improvements Project

THIS AGREEMENT is made and entered between Abbey Street Investments LLC (hereinafter "Owner"), and the City of Newport, a municipal corporation of the State of Oregon (hereinafter "City").

- 1) The Owner grants to the City of Newport, its employees, contractor, and equipment a temporary permit of ingress and egress onto the real property of Owner located at

1010 SW Bay St.
Tax Lot: 11-11-08-CD-03600

for the purpose of constructing roadway improvements, including sidewalk and paving, as part of the above-mentioned project.

- 2) The temporary right to ingress and egress herein granted shall be exercised in such a manner as not to cause any unnecessary damage or destruction of any nature, and to not unnecessarily interfere with or interrupt the use of the remainder of the real property.
- 3) City agrees to resurface the area of the property and landscaping to grass conditions over the disturbed areas during the installation work being done pursuant to this grant of this temporary permit.
- 4) The temporary permit granted to the City shall expire 1-year following substantial completion of the project. Substantial completion of the project is tentatively scheduled for November 20, 2019.
- 5) You will be contacted a minimum of 48 hours prior to the start of work on, or adjacent to, your property by The City of Newport, its employees, or contractor.

In witness whereof, the parties have executed or caused to be executed this document and represent that they are authorized to execute same.

OWNER:

Kath Schonau

Print Name(s)

Don Taylor
Kath Schonau

Signature(s)

[Handwritten Signature]

Date: 6/26/19

CITY:

Spencer R. Nebel, City Manager

[Handwritten Signature]

Signature

Date: 8-6-19