

**LAKE OSWEGO CORPORATION
REVOCABLE LICENSE AND PERMIT**

Date Paid: _____ Permit #: _____
Entered in Permit Binder: _____ Lot # _____

LAKE OSWEGO CORPORATION, hereinafter called Licensor, hereby gives and grants to: _____, hereinafter called Licensee, a revocable license and permit to construct and use (DESCRIPTION OF PROJECT) _____

on property of Licensor, lying on the lake side of and adjoining property owned by Licensee at the following street address: _____ in Lake Oswego, Oregon.

By acceptance of this license and enjoyment of its privileges, Licensee agrees:

- 1) The Licensee covenants and agrees that Licensee and Licensee's successors and assigns shall pay all assessments heretofore or hereafter assessed and levied against the real property above described by Licensor or its successors in interest.
- 2) To complete the improvement herein licensed within six months from the date hereof or this license is void.
- 3) To complete the licensed improvement strictly in accordance with the terms of this license or at Licensee's own expense to remove the improvement upon written request of the Licensor mailed to the Licensee at the address shown above.
- 4) That this license to use such land of said Licensor is subject to such rules and regulations as said Licensor now has adopted or imposed, or hereafter may adopt or impose, and is subject to any building restrictions or setback lines now or hereafter imposed upon said property.
- 5) That the failure on the part of the Licensee to pay the annual assessment on said property for any year, or to comply with any of the rules and regulations of the Licensor, shall render this license subject to cancellation at the Licensor's option.
- 6) That in accepting this license the Licensee agrees that upon sale of the above described property he will, prior to consummating said sale, pay all assessments to the date of sale, notify the Licensor of said sale, and obtain from the Licensor an assignment of this license to the purchaser.
- 7) That improvements constructed over or in proximity to existing or future easements or rights of way for sewer lines for the benefit of the City of Lake Oswego, its successors and assigns, shall comply with applicable City requirements for improvements in such areas, which may include, without limitation,
 - (i) Licensee obtaining revocable easement encroachment permits from the City,
 - (ii) City approval of construction, improvement or replacement plans, including without limitation, prohibitions on foundations or supports within certain distances of the sewer lines, removable accessways or components, and other prohibitions or limitations or features,
 - (iii) the obligation of the Licensee at Licensee's expense to immediately remove or alter Licensee's improvements upon notice from the City or Licensor, and without liability of City or Licensor to repair, restore or replace such improvements or for costs or damages of any kind.

Licensor may cancel or modify this License at any time and from time to time, as to improvements located over such easement and right of way areas, or located outside of such easements but connected to improvements over or in proximity to such easements, and whether landward or waterward or other direction therefrom, to facilitate installation, inspection, cleaning, repair, maintenance, or replacement of such sewer lines, including manholes, or other activities related thereto. Upon notice, Licensee shall immediately remove or alter such improvements as directed by City or Licensor at Licensee's sole cost and expense, and City and Licensor shall have no obligation to replace, repair or restore such improvements. In the event of Licensee's failure to promptly take such actions, City or Licensor may do so entirely at Licensee's cost and expense, and without liability to Licensee to repair, restore or replace such improvements or for costs or damages of any kind to Licensee's property arising from such activities. Licensee shall maintain improvements in such areas in compliance with applicable City requirements, and shall provide evidence of such compliance as requested by Licensor from time to time, including prior to commencing construction or modifications. Issuance of this License does not imply or constitute compliance with City requirements or approval of improvements by the City.

- 8) That if this license is cancelled, said Licensee agrees that Licensee will, at Licensee's own expense, remove all improvements made under this license. In the event that the Licensee fails to do so, Licensor may, upon written notice to Licensee, remove said improvements and Licensee shall be liable for all costs and expenses incurred or paid by Licensor in the removal thereof.
- 9) In the event any suit or action is instituted by Licensor to enforce any term, covenant or condition contained in this license, then Licensee agrees to pay such sum as the court may adjudge reasonable as attorneys' fees in such suit or action.
- 10) To secure signatures from adjacent neighbors on copies of all plans, drawings, and building specifications submitted to Lake Oswego Corporation as part of the permitting process.

SIGNATURES OF ADJACENT NEIGHBORS:

Neighbor on RIGHT: _____
Neighbor on LEFT: _____

IN WITNESS WHEREOF, LAKE OSWEGO CORPORATION causes this license and permit to be executed, this _____ day of _____, 20_____.

I accept the foregoing license and permit and agree to all the terms thereof.

by: _____
Licensee (Property Owner) Signature
Phone # _____

by: _____
Chairperson: Development Committee
LAKE OSWEGO CORPORATION

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ORDER OF PROCEDURE

1. Lake Oswego Corporation Building Permit fee required \$75.00. **Fee waived for flood restoration.*
2. Submit to the Lake Oswego Corporation an actual survey of Plat Plan certified by an engineer or survey crew, plus a scale drawing with measurements showing all existing waterfront installations, plus copies of newly proposed construction, or, if repairs, drawings and details. (Certified survey waived for flood restoration, but scale drawings with measurements required.)

*All heights on any construction will be measured from the waterline of 98.6 feet.
Please call the Lake Oswego Corporation at (503) 636-1422 for the current water elevation.*

Official approval on accepted plans will not be made until the Lake Oswego Corporation has received three (3) - 11 x 17 copies of builder's plans, one of which will be retained on file by the LOC.
3. Inspection of property survey markers by the Lake Oswego Corporation. (Survey marker inspection waived for flood restoration.)
4. Owner's signature on the fully completed LAKE OSWEGO CORPORATION REVOCABLE LICENSE AND PERMIT form, including signatures of neighbors on both sides. Both neighbors must sign the Permit as well as the builder's plans/drawings.
5. Assessments must be current and paid through current calendar year.
6. Lake Oswego Corporation official review and signature.
7. City of Lake Oswego BUILDING PERMIT APPLICATION submitted to City with Lake Oswego Corporation's executed REVOCABLE LICENSE AND PERMIT. (City of Lake Oswego offers special assistance to those who are rebuilding according to most recent plans on record. Contact the City in advance and they will obtain your previously submitted plans to match to your CITY BUILDING PERMIT APPLICATION. The Lake Oswego Corporation will also accept copies of those previously submitted plans.)
8. Progress inspection by the Lake Oswego Corporation and the City of Lake Oswego.
9. Completion of project and final inspection by the Lake Oswego Corporation.

FOR ASSISTANCE AND ADDITIONAL INFORMATION, PLEASE CONTACT:

Lake Oswego Corporation
PO Box 203
700 McVey Ave.
Lake Oswego, OR 97034
(503)636-1422

City of Lake Oswego, City Hall
Building Permit Staff
380 "A" Avenue, 3rd Floor
Lake Oswego, OR 97034
(503) 635-0390