

LAKE OSWEGO CORPORATION
REVOCABLE LICENSE AND PERMIT

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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REVOCABLE LICENSE AND PERMIT

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 3 copies of builder's plans, one of which will be retained on file by the LOC.
In addition, please provide an electronic copy of your plans on a disc.*

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.

FOR ASSISTANCE AND ADDITIONAL INFORMATION, PLEASE CONTACT:

Lake Oswego Corporation
700 McVey Avenue
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

**LAKE OSWEGO CORPORATION
RESIDENTIAL WATERFRONT CONSTRUCTION
POLICIES, RULES AND PROCEDURES**

Lake Oswego Corporation Policies Affecting Waterfront Construction.

The Lake Oswego Corporation (hereinafter the "Corporation") has the power to regulate construction and alteration of new as well as existing structures and improvements of any kind (hereinafter "Facilities") in, over and adjacent to the bed and banks of Oswego Lake (hereinafter the "Lake"). The Corporation has a number of policies that it takes into consideration in exercising this authority for the mutual benefit of all Lake residents and shareholders. The following is a list of those policies that most commonly affect Facilities around our Lake. They are presented as an aid to those contemplating new Facilities or a change in Facilities, and are not meant to be exclusive or to necessarily apply to all Facilities without due regard to particular circumstances:

1. Negative impact to the Lake from erosion and other causes during and after work on Facilities must be minimized.
2. Facilities must not create a safety hazard or interfere with safe navigation. No detached or floating Facilities (docks or structures) are permitted, except in designated areas.
3. Facilities must not negatively impact the "sight-line" of adjacent properties.
4. In-fill is not allowed where the Corporation has jurisdiction.
5. Facilities located on Corporation property cannot be removed or altered without Corporation approval.
6. Facilities must be perceived by the Corporation to be tasteful and complementary to existing development.
7. Boathouses are considered a privilege and are not compatible with certain locations on the Lake. If allowed, a boathouse must be cut into the owner's property where feasible and not extend out into the Lake beyond the "sea wall". Peaked boathouse roofs are favored.
8. The regulation of activity by the Corporation will be carried out by the Building Permits and Property Development Committee (hereinafter "Committee"). The Committee may from time to time publish and revise its policies, rules and procedures as may be approved by the Corporation Board of Directors to aid residents in formulating plans for their Facilities.

In summary, any decision regarding Facilities made by the Committee will take into account the overall impact on the Lake environs, will be consistent with the foregoing nonexclusive list of policies, and will protect the integrity of adjacent properties (safety, view, noise, appearance and etc.).

Residential Waterfront Construction Approval Procedures.

A. Approval Required.

Most of the Lakebed, portions of waterfront lots, and all of the waters of the Lake are owned or controlled by the Corporation and therefore subject to Corporation jurisdiction. The creation, maintenance or improvement of Facilities adjacent to or in or over portions of the Lakebed of the Lake is therefore subject to regulation by the Corporation. No person or entity may temporarily or permanently construct, install, attach, alter, or place adjacent to, under, on or over the Lake (including the Lakebed, the waters of the Lake, and the waterfront related to such waters), any structure or other improvement of any kind including, without limitation, sea walls, boathouses, boat docks, decks, patios, piers, signs, cabanas or any other thing ("Facilities" further defined), or change or alter any such Facilities, without the prior express written approval of the Committee. A form for application for such approval (hereinafter "Request for Approval" or "Request") of Facilities may be obtained from the Corporation office. No permit will be issued unless assessments are paid current with respect to the property for which the Request for Approval is made.

B. The Application Process.

Step 1. The Applicant shall meet with the Committee or its designee (Committee member or Corporation employee) to verbally discuss the circumstances surrounding the desire to submit a Request for Approval. At this time the Committee or designee will give the applicant the required forms and advise and guide the Applicant regarding the Corporation's policies impacting the envisioned Facilities.

Step 2. The Request for Approval shall be submitted in writing and be accompanied by plans showing the nature, kind, dimension, colors, materials, structural details, location (including surveyed property lines if requested by the Committee), and other pertinent information relating to the Facilities (hereinafter "Plans").

Step 3. Once the Request for Approval has been formally accepted by the Committee, the Applicant is responsible for notifying the owners of adjoining waterfront properties on both sides and any additional shareholders deemed by the Corporation to be impacted by the Plans (i.e. shareholders across a canal) (collectively "Impacted Shareholders"). This is accomplished by forwarding to Impacted Shareholders a complete copy of the Request for Approval including the Plans and any other information submitted to the Committee relating to the Facilities. The applicant may verify satisfaction of this requirement by returning to the Committee the signatures of Impacted Shareholders acknowledging receipt of a copy of the Request for Approval and Plans or a Certified Return Receipt from the US Postal Service for Impacted Shareholders demonstrating the receipt of same by mail.

Step 4. In the event the Plans are changed, the Committee in its discretion may require Step 3 to be repeated with respect to the changed Plans.

C. Review of the Request for Approval and Committee Decisions.

The Committee shall have the responsibility to review a Request for Approval and to exercise its discretion (see “D” below) in formulating a decision regarding approval, additional conditions, disapproval or any other response to the Plans deemed by it to be appropriate. The Committee will render its decision with respect to a Request for Approval in timely fashion after it has received all material required by it. ***Approval by the Committee does not waive any additional requirements that may be imposed by the City of Lake Oswego and any applicable building or safety codes nor does such approval imply compliance with such requirements. The Applicant must independently comply with such rules and regulations.*** The Committee will charge a reasonable fee for its review.

D. Committee Discretion.

In addition to any specific guidelines set forth herein, the Committee may publish additional or replacement guidelines and policies from time to time in the Handbook, a separate document or otherwise. The decision-making discretion of the Committee will not be limited to such published policies, guidelines or regulations alone and may address any other factors or circumstances deemed by the Committee to be relevant in the particular instance. The Committee will withhold consent to any proposed work envisioned by the Plans if the Committee finds in its discretion that the proposed Facilities are inappropriate for the particular location or incompatible with other improvements, operations or uses of the Lake. Of special importance to the Committee will be navigation and related safety issues, impacts on the Lake itself, sight lines (to protect the views of other property owners), as well and the mass, scale and compatibility (including shape, size, color, design, height, and other factors) of the Facilities. See Policies above.

E. Liability

Any person or entity submitting a Request will be deemed to have waived, relinquished and released any and all claims and causes of action for any loss, cost, expense or damage of any kind or nature, including actual, incidental, consequential and punitive damage, arising out of any action or inaction by the Corporation or the Committee.

F. Nonwaiver

Consent by the Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted for review.

Ivy, Brazilian Elodea (Anacharis), Eurasian Watermilfoil, and any other non-native water and wetland plant.

4. To further protect the Lake's sensitive ecosystem, gutter runoff, French drains and any other runoff must not be piped to the Lake. No water resulting from construction or operation of Facilities may enter the Lake without being properly filtered to remove silt.
5. Applicant shall be responsible for controlling and preventing any hazardous material such as paints, stains, sealers, solvents, fuels, oils or other such hazardous materials from entering the Lake at any time during construction or after completion of the Facilities. In the event of a discharge of a hazardous or pollutant material, it shall be the sole responsibility of the Applicant to pay for all cleanup costs or resulting damages.
6. Prior to any activity on Facilities under Corporation jurisdiction, homeowners and their contractors and subcontractors must provide a certificate of proof of insurance coverage (including workers' compensation coverage), with the Corporation named as an additional insured party.
7. Applicant shall shield any lighting on proposed Facilities so as to protect the privacy of adjacent properties, water surfaces abutting Applicant's property, annoying reflections on the Lake and fogging the night sky. Sensible lighting does not include exposed floodlights or lamps with shaded tops, for example. Lighting should utilize motion detectors, be as low to the ground as possible and of appropriate wattage.
8. Facilities that extend beyond the seawall are considered a privilege and not compatible with certain locations on the Lake. If allowed, the Committee will be particularly sensitive to the impacts likely to result from such Facilities.
9. If the Applicant lives adjacent to a surface sewer access hole or vent, the Applicant is encouraged to develop a plan that camouflages the sewer feature above the waterline without hindering the City of Lake Oswego or the Corporation from maintenance.
10. At construction sites, Lakebed elevations must not be altered without the approval of the Committee. No material or objects of any kind may be dumped in the Lake.

11. Use of barges, work-boats, or construction equipment on the Lakebed or on the Lake surface are subject to review and approval by the Corporation, including the status of required insurance.

12. The waterfront “cabana lots” located in Lakewood Bay are essentially covered by the waters of the Lake. Upon approval by the Committee, these lots may be improved with residential improvements provided that building, deck and other setback lines approved by the Committee to preserve navigation, navigational safety, swimming, water skiing safety, and lines of sight are observed. The Lake Oswego Cabana Covenants recorded at Fee No. 92 37392, records of Clackamas County, Oregon, are representative of the types and scope of requirements the Committee may elect to impose.