

**LAKE OSWEGO CORPORATION
REVOCABLE LICENSE AND PERMIT**

Date Paid: _____ NA _____ 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) _____
Weed Barrier Installation

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.

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

by: _____
Chairperson: Development Committee

Phone # _____ LAKE OSWEGO CORPORATION

**LAKE OSWEGO CORPORATION
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ORDER OF PROCEDURE

1. Submit to the Lake Oswego Corporation a site plan of where the weed barriers will be placed along with this permit form.
2. The LOC will visit the site and discuss the placement.
3. If approved, the homeowner is responsible for placing material in accordance with LOC guidelines (See below).
4. LOC will inspect installation and either approve as is or with modifications to ensure it is in accordance with LOC guidelines.
5. LOC will record the location of weed barriers and homeowner is responsible for maintenance of the weed barrier.
 - a. LOC cannot harvest weeds over weed barriers because the potential to foul equipment
 - b. The homeowner is responsible for re-securing weed barrier material if it comes loose from the lake bed
 - c. The homeowner is responsible for cleaning sediment from and repairing the weed barrier during drawdown

Installation Instructions

1. Weed barrier must be a breathable woven film geotextile (ACF 200 from ACF West). This material can be purchased from ACF West (503-771-5115) in 15 foot wide sections cut to length.
2. Area under the weed barrier should be free from rocks or sticks that may tear holes in the fabric
3. Material should not be installed on steep slopes where the rocks securing the barrier may not stay in place.
4. Material must be overlapped by at least one foot at seams
5. Material must be secured by stable, flat rocks or sandbags at one foot increments on the perimeter and at seams. Rock placement every three feet in the field is recommended. Stakes should be used in areas where current or wave action could lift the edge of the material. Stake ends should be covered with sandbags or concrete to keep the fabric from lifting over the end of the stake, and to prevent the stakes from becoming swimming hazards.

Material Price

Weed barrier material comes in three widths and can be purchased by the yard or by the roll. The prices are as follows:

<u>Width</u>	<u>Roll Length</u>	<u>Per Roll Price</u>	<u>Per Yard Price</u>
12.5 ft.	432 ft.	\$330	\$0.55
15.0 ft.	360 ft.	\$330	\$0.55
17.5 ft.	309 ft.	\$330	\$0.55

FOR ASSISTANCE AND ADDITIONAL INFORMATION, PLEASE CONTACT:

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