



APPLICATION FOR LICENSE TO OCCUPY CITY RIGHT-OF-WAY

I hereby make application to the City of Warrenton for a License to Occupy City Right-of-Way.

Name of Applicant: _____

Address: _____

Telephone: Business _____ Home _____

Property owned is described as follows:

Lot(s): _____ Block: _____ Addition _____

Location: _____

Description of Proposed License to Occupy Area Adjacent to Applicants Property:

Length _____ Width _____ of the _____ Street Right-of-Way

Detailed description of requirements for License to Occupy City Right-of-Way:

**Include sketch of area showing property lines and intended use.

Per Warrenton Resolution No. 2519 there is a non-refundable application fee of \$150.00 and applicant will be responsible for Recording Fees.

DATE:

SIGNATURE OF PROPERTY OWNER



License to Occupy

AN AGREEMENT, made and entered into this ___ day of _____, 20____, between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and _____, hereinafter referred to as "_____".

WITNESSETH:

WHEREAS, _____ is the owner of certain real property in Warrenton, Oregon, hereinafter referred to as the "_____ property", and more particularly described as (ADDRESS), Tax Lot _____, in the City of Warrenton, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of public street rights-of-way adjacent to and abutting the _____ property, hereinafter referred to as "_____ right-of-way", and

WHEREAS, _____ wants to _____, on a portion of _____ right-of-way as it abuts the _____ property.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

- 1) City grants permission to _____ and _____ accepts City's permission to occupy a portion of _____, as shown on the attached aerial photograph.
- 2) _____ may have non-exclusive use of this area.
- 3) License area shall be kept clean and free of trash and debris. There shall be no loose items stored in the approved License area.
- 4) _____'s use of the _____ right-of-way is not "adverse" or contrary to the City in any way. _____ nor any subsequent owner of the adjacent property will acquire any prescriptive rights in the _____ right-of-way.
- 5) City may revoke its permission for _____ continued use of the _____ right-of-way for any reason upon sixty days prior written

notice to _____. Upon such notice, _____ or subsequent owner shall, at _____'s sole expense restore the right-of-way to a condition acceptable to the City.

- 7) _____ or his successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with _____'s use of the _____ right-of-way. _____'s conduct with respect to the same, or any condition thereof, in the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, _____ or successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.
- 8) The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and permissible assigns of the parties hereto.
- 9) In the event suit or action is instituted to enforce any of the terms of this license agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

City of Warrenton, a
Municipal Corporation of
the State of Oregon,

CITY:

City Manager

Date

ATTEST:

Dawne Shaw, City Recorder

Date

APPLICANT:

APPLICANT:

Date

Date