



**City Of Warrenton
Planning Department
License to Occupy**

OFFICE USE	FEE \$250
	File# LTO - _____ - _____
	Date Received _____
	Receipt# _____

Except for those utility operators with a valid franchise agreement from the City, every person shall obtain a license from the City before conducting any work in the rights-of-way. A property owner or designated representative may initiate a request for a zoning verification letter by filing an application with the Planning Department. In addition, the applicant shall provide any related plans, drawings, and/or information needed to provide background for the request.

Property

Address: _____

Tax Lot (s): _____

Applicant

Name (s): _____

Phone: _____ E-Mail Address: _____

Mailing Address: _____

Applicant Signature(s): _____ Date: _____

Property Owner (if different from applicant)

Name (s): _____

Phone: _____ E-mail Address: _____

Mailing Address: _____

Owner's Signature: _____ Date: _____

I am a record owner of property (person(s) whose name is on the most recently-recorded deed), or contract purchaser with written permission from the record owner and am providing my signature as written authorization for the applicant to submit this application.

This application will not be officially accepted until department staff have determined that the application is filled out and signed, the application fee has been paid, and the submittal requirements have been met.



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