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Type of recorded document (i.e., easement, right-of-way, etc.):

License and Maintenance Agreement

DATED: NOV. 26, 2012

AFTER RECORDING RETURN TO:

City of Sherwood
Engineering Dept
22560 SW Pine Street
Sherwood, OR 97140

Washington County, Oregon 2013-003406
01/11/2013 03:01:06 PM
D-E Cnt=2 Stn=12 S PFEIFER
\$30.00 \$5.00 \$5.00 \$11.00 \$15.00 - Total = \$66.00



01790312201300034060060063

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After recording, return to:
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

LICENSE AND MAINTENANCE AGREEMENT

This License is entered into this 26 day of November, 2012 ("Effective Date") by and between Geoffrey Homing ("Licensee") and City of Sherwood, an Oregon municipal corporation ("City").

Recitals

WHEREAS, City owns certain real property in Sherwood, Oregon, located as follows:

Street Address: Property located between 16235 and 16159 SW Willow Drive, Sherwood, OR
Legal Description: A tract of land within Lot 10 of "Nature View No. 2" a duly recorded subdivision in the City of Sherwood, Washington County, State of Oregon. Said tract of land being 5 feet in width parallel to and north and east of the property line between Lot 13 of said "Nature View No. 2" and said Lot 10. See Attached Exhibit "A" ("City Property").

A. Licensee owns certain real property abutting City's Property, located as follows:

Street Address: 16235 SW Willow Drive, Sherwood, OR
Legal Description: Lot 13 of "Nature View No. 2" a duly recorded subdivision in the City of Sherwood, Washington County, State of Oregon ("Licensee's Property");

B. Licensee desires to use and maintain a portion of City's Property as identified in Exhibit A for the purpose of erecting a fence.

C. City is willing to allow Licensee to use and maintain the City Property in accordance with this License.

Agreement

NOW, THEREFORE, based on the foregoing and for valuable consideration (the receipt of which is hereby acknowledged), City grants Licensee a revocable license to encroach on City's Property, subject to the following terms:

1. Uses Permitted. City will allow Licensee to use the Encroachment Area for the following purposes and no other:

Installation, construction, maintenance, repair, and replacement of fencing meeting the requirements of the City of Sherwood Municipal Code.

2. Property Rights. This License does not convey fee simple title or any interest in the underlying City Property to the Licensee.
3. Maintenance. Licensee is responsible for all maintenance required on Licensee installed fencing on City Property. City reserves the right to require certain maintenance of the Licensee installed fencing on City Property. If Licensee fails to maintain the fencing to City's satisfaction, City will provide thirty (30) days written notice to the Licensee after which time City or its agents may take any steps necessary to make the City Property ready for City's purposes in which event the Licensee will be responsible for paying City's maintenance costs. City will sign a certificate of revocation if it revokes this License and will record the certificate with Washington County.
4. Revocation. City reserves the right to revoke this License at any time for any purpose that City, in the exercise of its sole discretion, believes to be in City's best interest. If City elects to revoke the License, City will give Licensee not less than sixty (60) days advance written notice of the revocation, except in an emergency when City may give such oral or written notice as is reasonable and feasible. Once the revocation is effective, Licensee will ensure that all Licensee installed fencing on the City Property has been removed and the City Property has been restored to as good condition as it was in on the Effective Date of this License. If Licensee fails to remove its Licensee installed fencing to City's satisfaction, City or its agents may take any steps necessary to make the City Property ready for City's purposes. City will sign a certificate of revocation if it revokes this License and will record the certificate with Washington County.
5. Right of Entry. There may be instances when City will need to access the City Property in the normal course of its business operations. In such instances, City will attempt to give Licensee at least seven (7) days advance written notice of its need for access, unless unique circumstances are present which require less notice, in which case City may give such oral or written notice as is reasonable and feasible.
6. Franchise Utilities. Licensee further agrees to cooperate with any utility company (e.g. phone, cable, etc.) in the event that such company needs access to the City Property to service, maintain or repair utilities, including the removal of property or improvements on the City Property if required to provide access for such service, maintenance or repair.
7. Removal Costs. In the event that City or its agents or a utility company must disturb or remove all or a portion of any Licensee installed fencing on City Property, Licensee will be fully responsible for all costs associated with its disturbance or removal and fully responsible for all costs associated with their repair or replacement. City and its agents will not be responsible for any damage to Licensee installed fencing on the City Property, or any other property or improvements prohibiting or limiting such disturbance or removal.
8. Licensee's Liability. Licensee assumes and accepts full responsibility for the care and maintenance of the Licensee installed fencing on City Property. The parties intend that Licensee will be liable for the use and maintenance of the City Property as if Licensee did

own the City Property. To that end, Licensee agrees to defend, indemnify and hold City, its governing body, employees, agents and insurers harmless from and against any and all claims, suits, liabilities and expenses (including attorneys' fees, paralegal fees and related costs) that may be asserted against City arising out of or related to Licensee's use of the City Property, or arising out of or related to City or its agent's removal of Licensee installed fencing on the City Property if notice was given to Licensee to remove such property or improvements and Licensee failed to do so.

9. Insurance. Licensee will at all times maintain residential hazard insurance on Licensee's Property.
10. Condition of City's Property. City makes no representations or warranties whatsoever with respect to the condition of City's Property, or the fitness or suitability of City's Property. Licensee will use City's Property "as is" with all flaws and faults. Licensee waives any right of recourse against City based on the condition of City's Property, including but not limited to any environmental damage or contamination.
11. Authority. The individuals executing this License warrant that they have full authority to execute it.
12. Legal Effect. This License is binding upon Licensee's heirs, successors and assigns.
13. Assignment or Sublicense. Licensee may not assign this License or grant a sublicense to any person or entity without City's prior written consent. City may grant or withhold such consent at its sole discretion.
14. Applicable Law. This License is governed by Oregon law without respect to conflict of laws principles.
15. Waiver. Failure of City at any time to require performance of any provision of this License will not limit City's right to enforce the provision, nor will any waiver of any breach of any provision of this License be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. To be effective, any waiver must be in writing and be signed.
16. Severability. A determination that one or more provisions of this License are invalid, void, illegal or unenforceable will not affect or invalidate its remainder.
17. Modification. An amendment or modification to this License will not be valid unless it is in writing and signed by City and re-recorded against the Licensor's Property. Nothing in this section affects City's ability to revoke this License as described herein.
18. Entire Agreement. This License is the entire agreement between the parties with respect to its subject matter and supersedes any other agreements or understandings that may exist between the parties.

[SIGNATURES ON FOLLOWING PAGE]

Signed:

For LICENSEE:

For City:

Geoffrey Horning
Geoffrey Horning

Joseph Gall
Joseph Gall, City Manager

State of Oregon)
)ss.
County of Washington)

15 This instrument was acknowledged before me on *December 20th*, 2012 by ~~Geoffrey Horning~~ as *City Manager* for the City of Sherwood. *Joseph Gall*

Kristina M Ouellette

Notary Public for Oregon

My Commission expires: *May 15th 2015*



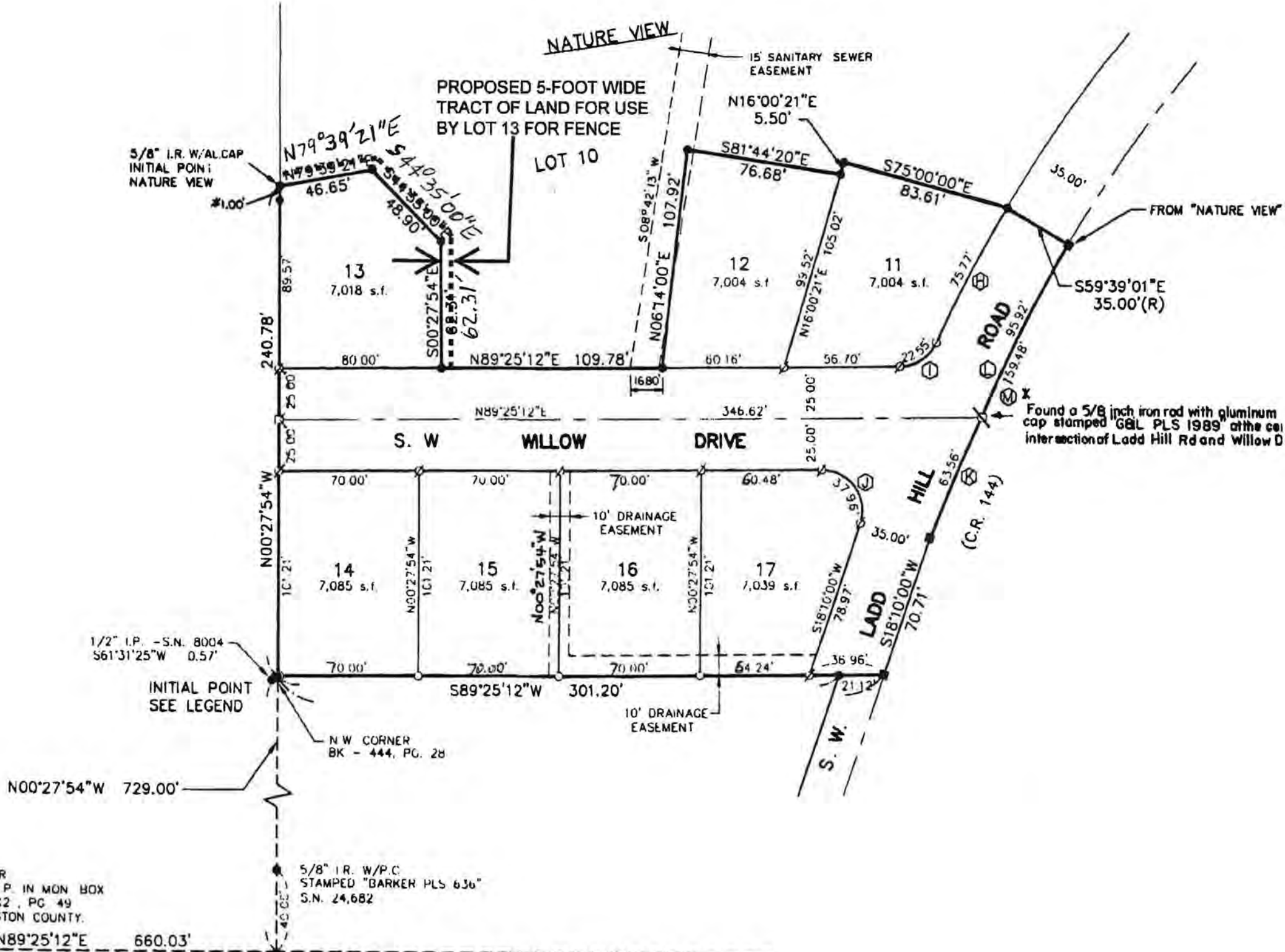
State of Oregon)
)ss.
County of Washington)

This instrument was acknowledged before me on *November 26th*, 2012 by *Geoffrey Horning*

Brittany Rae Hartzell
Notary Public for Oregon

My Commission expires: *4/9/14*





JR
 I.P. IN MON BOX
 K2, PG 49
 GTON COUNTY.

N89°25'12"E 660.03'

SOUTH LINE SEC. 32