

AFTER RECORDING RETURN TO:
BENTON COUNTY PUBLIC WORKS
360 SW AVERY AVENUE
CORVALLIS, OREGON 97333

LAND USE APPLICATION AND PERMIT
(TO OCCUPY PUBLIC RIGHT OF WAY)

Road _____
Road Number _____
Mile Post _____

Tax Lot _____
TRS _____

Property Owner _____

In consideration of the conditions herein set forth, the permittee(s) request to use the following right of way. Describe length and width of proposed use, setback from road edge, etc. Attach map. :

The property will be used for the following purpose (i.e. landscape, pasture, farming, timber, etc.): _____

1. Covenant. The permittee, for him/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree to the conditions of this permit running with the following described land:
Deed Number: _____
2. Permittee will maintain vegetation control to county standards.

3. That the described land shall not be used for the construction, installation or maintenance of: (1) any advertising, sign, advertising activities or business not conducted on the property described in the permit; and (2) buildings or other structures except as expressly approved herein 3) anything that would constitute a road hazard . It is also agreed as an express condition of this agreement that said land shall not be used as a place for the storage, keeping, buying, selling, dismantling or other processing of any junk, scrap, junked motor vehicles or parts thereof, debris, trash, waste or other such materials. Nor shall any objectionable or unlawful use be made thereof. In the event of violation of any of the above conditions, the permittee shall be solely responsible for the cost of removal or restoration and this permit shall become null and void.
4. County shall have the right to retake possession of the property without written notice to the tenant at any time such action may appear to the county to be in the public interest and such repossession by county shall be without liability to county for any loss, injury or damage. This agreement may be terminated without liability for loss, injury or damage of any nature whatsoever to permittee's business, property or improvements on the property covered by this agreement or other property owned or operated by permittee upon thirty (30) days' notice by county. Permittee may also terminate this agreement upon thirty (30) days' notice to county without liability after the termination date. Upon termination of this permit, or prior thereto if the premises are vacated before that date, the permittee shall clean up the area upon which any materials have been piled or stored and shall leave the same in a clean and acceptable condition. If permittee does not comply with the provisions of this paragraph, county may deduct from the advance deposit (if any) an amount necessary to cover the cost of cleanup and restoration. If no deposit is required or if list of cleanup and restoration exceed deposit, permittee agrees to reimburse county for such amount. Nothing in this agreement shall be construed to give permittee an interest, equitable or otherwise, in the above described property, other than the right to possession as provide herein.
5. No use shall be made of the property herein covered which will interfere with the slope of any embankment or excavation nor shall any litter or debris be cast thereon. No right of way boundary markers or stakes shall be destroyed, moved, covered or damaged by the permittee. In the event of violation of this condition, the cost of acquiring and replacing such makers or stakes shall be borne by the permittee.
6. Permittee agrees to indemnify and hold harmless Benton County, its officers, employees and agents from and against all damages, claims, demands, suits, actions or cause of suit or action resulting from, or because of, any damage to property or injury or death of any person arising out of the occupancy and use of the aforementioned premises by the permittee. The County shall not be liable for any damage or injury to persons or property occurring or arising on premises from any cause whatsoever.
7. For any suit or action instituted by county to enforce any provisions of this agreement, permittee agrees to pay such attorney fees and costs as shall be awarded by the Court.
8. The permit fee shall be: _____ Paid:_____.
9. Additional Special Conditions: _____

OWNER

STATE OF OREGON)
County of Benton) ss

The above and foregoing was acknowledged before me this _____ day of _____, 20____, by _____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

**BENTON COUNTY, OREGON
APPROVED BY:**

By _____
Public Works Director

Date _____

STATE OF OREGON)
County of Benton) ss

The above and foregoing was acknowledged before me this _____ day of _____, 20____ by _____.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____