

Baker City
Application for Facilities Use Permit

Permit Type

Application Number _____

Road Access _____

Date: _____

Utility _____

Fee: \$150.00

Other _____

I, _____ hereby make application for a
(Name of Applicant - please print)
facility use permit allowing the use of a portion of the right-of-way of _____
(Street name)
_____ between _____ and
_____ streets. I certify that all use of the right-of-way shall be in
strict compliance with the terms and conditions thereof, included any attached exhibits.

Description of requested usage: _____

(Mailing address) (Phone)

(City) (State) (Zip) Signature

Staff Use Only

Staff Recommendation:

Reason if Denied: _____

Date: _____ Approved: _____

By: _____ Denied: _____

City of Baker City Facility Use Permit

Permit No. _____

_____, is hereby granted permission to use

for the following purposes and conditions:

Conditions:

1. If for road access, permittee agrees to not place any fence or other obstruction in the right-of-way.
2. Any proposed improvements by permittee in said right-of-way shall be approved by the City Public Works Department prior to construction. The City shall in no way be responsible for determining permittee's property lines, however the City will locate the approximate center of right-of-way.
3. Permittee shall sign a non-remonstrance agreement in such form as may be approved by the City.
4. Permittee agrees that his performance under this permit is at his own sole risk and that he shall indemnify and hold harmless Baker City, its agents and employees from any and all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with this permit, or from permittee's failure to perform hereunder, and permittee further agrees to defend Baker City, its agents and employees, from all suits, actions, or proceedings brought by any third party against them for which the permittee would be liable hereunder.
5. Permittee shall take the necessary steps to preserve existing survey monuments. If survey monuments must be removed for any reason, a Land Surveyor licensed in the State of Oregon shall be retained to reference and later replace said monuments prior to their obliteration. Costs shall be borne entirely by the permittee.
6. Permits may be terminated or suspended when the permittee is found to have obtained the permit through misrepresentation or when, in the judgement of the City Manager, terms of the permit are being violated or public safety is threatened.
7. Improvements in the public right-of-way made by permittee may be altered, removed, or replaced by the City at such time as deemed necessary for the good of the public. No reimbursement will be due to the permittee.
8. _____

City Manager:

Date: _____

Signature: _____

City of Baker City, 1655 First St., Baker City, Oregon, 97814 (541) 523-6541

Baker City complies with state and federal laws and regulations relating to discrimination, including Americans with Disabilities Act of 1990. TDD (541) 523-6541

POLICE DEPARTMENT

Staff Recommendation:

Reason if Denied _____

Date: _____

Approved:

By: _____

Denied:

FIRE DEPARTMENT

Staff Recommendation:

Reason if Denied _____

Date: _____

Approved:

By: _____

Denied:

PLANNING DEPARTMENT

Staff Recommendation:

Reason if Denied _____

Date: _____

Approved:

By: _____

Denied:

TECHNICAL SERVICES DEPARTMENT

Staff Recommendation:

Reason if Denied _____

Date: _____

Approved:

By: _____

Denied:

PUBLIC WORKS DEPARTMENT

Staff Recommendation:

Reason if Denied _____

Date: _____

Approved:

By: _____

Denied:

**Restrictive Covenant
Waiving Right of Remonstrance
for Street Improvements**

The undersigned, being the legal owners of the real property described below, do hereby consent to the improvements of the public streets bordering said property. In consideration of not being required to improve the said streets at this time, we hereby expressly waive any and all right to remonstrate against the improvement of said streets in accordance with the City of Baker City or the inclusion of said property into a zone of benefit, for the purpose of assessing the cost of such improvements to the said property and to any other property benefited by the improvement, such assessment to be made in accordance with applicable laws and ordinances as the same may exist at the time of the improvement. It is understood that "improvement of streets," as the term is used herein also applies to alleys and includes the construction of curbs and gutters, pathways or sidewalks, storm drains, illumination, traffic control devices, and all other work and improvements deemed necessary by the City of Baker City to bring the streets into conformance with applicable improvement standards.

Also, in the event that the property described below is approved or becomes approved for subdivision, the undersigned waives any and all right to remonstrate against a method of assessment which distributes the assessment equally among the subdivided parcels.

The signatures appearing on this document are to be construed as equivalent to signatures appearing on a petition to for a Local Improvement District for aforesaid purposes.

The covenants herein contained shall be binding upon the undersigned and upon all subsequent owners of said property as covenants running with the land.

The property subject to these covenants is described as follows:
The following information is for reference purposes only:

Tax Map: _____ Tax Lot(s): _____
Site Address: _____

City of Baker City Public Works and Land Development Service File No. _____

_____ Signature	_____ Date	_____ (Print Name)
_____ Signature	_____ Date	_____ (Print Name)
_____ Signature	_____ Date	_____ (Print Name)

After recording, return to City of Baker City, City Recorder, P.O. Box 650, Baker City, Oregon 97814

State or Oregon
County of Baker

Personally appeared, the above-named _____ (applicant) and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Signature of notarial officer

My commission expires: _____