

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

REVOCABLE LICENSE
(TO USE RIGHT OF WAY)

DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Licensor") hereby grants to REDMOND SCHOOL DISTRICT ("Licensee"), a non-exclusive Revocable License (License) to use a portion of the public right of way of WHARTON AVE, as shown in Exhibit "A," attached hereto and by this reference incorporated herein and together referred to as the "Right of Way," for the purpose of installation, operation, maintenance, and repair of a storage shed (no larger than 10'x10') and a portable restroom, referred to herein as the "Structures".

RECITALS

1. Pursuant to ORS 368.036, ORS 374.305, ORS 374.309, and ORS 374.315 and Deschutes County Code Title 12, Chapters 4, 12, 16, and 24, Licensor has authority to permit construction and uses within public right of ways under the jurisdiction and control of Licensor.
2. The Right of Way depicted in the attached Exhibit "A" is comprised of public right of ways under the jurisdiction and control of Licensor.
3. Structures shall be for the exclusive use of Licensee and described as in support of Tumalo Community School educational activities.

NOW THEREFORE, this nonexclusive, revocable license is granted upon the following terms and conditions:

1. Term. The term of this License shall commence upon signature of all parties and continue until terminated or abandoned as provided herein.
2. Possession. Licensee's right to utilize the Right of Way and obligations contained herein shall commence as of the date of this License. Pursuant to the terms and limitations of this license, Licensee shall have use of the Right of Way depicted in Exhibit "A" for the purposes set forth herein.
3. Condition of Right of Way. Licensor represents that it has full right, power, and authority to enter into this License for the term herein granted and that the licensed Right of Way may be used by the Licensee during the entire term for the purposes herein set forth. If it is determined that Licensor did not have the right, power or authority to enter into this License because of Licensor's failure to have properly acquired jurisdiction over, or the Right of Way is under lease or license to another and Licensee has not acquired the leasehold interest of such other person(s), firm, or corporation, this License shall automatically terminate. In the event of termination under the circumstances set forth in this paragraph, Licensee shall waive any and all claims or causes of action against Licensor.

4. Consideration. The Right of Way herein licensed is held by Licensors for the purpose of public interest. The consideration for said license is other than payment.
5. Additional License Fees. As additional license fees, Licensee shall pay the following amounts:
 - A. All amounts which Licensee is required to reimburse Licensors for expenses incurred by Licensors in discharging Licensee's obligations.
 - B. All other amounts, which the Licensee is required to pay by any other provisions of this License.
6. Permitted Use. The Licensee may utilize the licensed Right of Way depicted in Exhibit "A" attached hereto and by this reference incorporated herein, for the purpose of installation, operation, maintenance, and repair of the Structures in accordance with the laws of the State of Oregon, Deschutes County Code (DCC) and all applicable regulatory requirements. Structures shall be placed in the Right of Way and as far away from the edge of pavement as practical; no closer than 15 feet to the edge of pavement. Final placement shall be approved on-site by the Road Department Director or designee.
7. Conditions of Use. In connection with the use of the real property, Licensee shall:
 - A. Obtain plan approval from the Deschutes County Road Department. Plans shall be prepared in accordance with applicable sections of County Code.
 - B. Obtain all necessary legal and regulatory approvals or permits prior to any uses of the Right of Way.
 - C. Maintain the Right of Way to standards of repair, orderliness, neatness, sanitation and safety acceptable to Licensors.
 - D. Conform to all applicable laws and regulations of any public authority affecting the Right of Way and Structures and the use after the date of this License, and correct, at Licensee's own expense, any failure of compliance created through Licensee's fault or by reason of Licensee's use if such failure of compliance arises as a result of conditions occurring after the date of this License.
 - E. Refrain from any use which would be reasonably offensive to the Licensors, or owners or users of adjoining real property, or which would tend to create a nuisance or damage the Right of Way.
 - F. Refrain from making any unlawful or offensive use of said Right of Way or to suffer or permit any waste or strip thereof.
 - G. Exercise diligence in protecting from damage the Right of Way covered by and used in connection with this License.
8. Licensee's Obligations. The following shall be the responsibility of the Licensee:
 - A. Any repairs necessitated by the negligence of Licensee, its agents, employees and invitees to the licensed Right of Way.
 - B. Any repairs or alterations required under Licensee's obligation to comply with laws and regulations as set forth in "Conditions of Use" above.
 - C. Right of Way at end of License period shall be in as good condition as it was in at the beginning of the term, reasonable wear and tear excepted.
 - D. Pay Licensors for any damage resulting from Licensee's negligence or from the violation of the terms of this License.
 - E. Upon order by Licensors, remove or relocate any portion of Structures within Right of Way when Licensors deems it expedient.

9. Insurance
- A. It is expressly understood that Licensor shall not be responsible for carrying insurance on any property owned by Licensee.
 - B. Licensee shall carry commercial general liability insurance, on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in general aggregate. Licensee shall provide Licensor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this License.
10. Inspection of Right of Way. Licensor shall have the right to inspect the Right of Way at any reasonable time without need for formal notice.
11. Liens.
- A. Except with respect to activities for which the Licensor is responsible, the Licensee shall pay as due all claims for work done on and for services rendered or material furnished to the licensed Right of Way and shall keep the Right of Way free from any liens. If Licensee fails to pay any such claims or to discharge any lien, Licensor may do so and collect the cost as additional license fees. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensor and shall be payable on demand. Such action by Licensor shall not constitute a waiver of any right or remedy, which Licensor may have on account of Licensee's default.
 - B. Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensor's Right of Way interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensor cash or a sufficient corporate surety bond or other surety satisfactory to Licensor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.
12. Continuing Obligation. Said License shall be an ongoing, continuous and binding obligation and privilege for Licensee. The protections, rights and authority reserved to the Licensor herein shall inure to the benefit of any successor governmental authority.
13. Default. The following shall be events of default:
- A. Abandonment of the licensed Right of Way or the cessation of use of the Right of Way described in Exhibits "A".
 - B. Upon sale or abandonment of the personal property owned and occupied by the Licensee,
 - C. Failure of Licensee to pay any license fees or other charge within thirty (30) days after it is due and written notice is given by Licensor to Licensee.
 - D. Failure of Licensee to comply with any term or condition or fulfill any obligation of the License within thirty (30) days after written notice by Licensor specifying the nature of the default with reasonable particularity. If the default is in such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Licensee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
14. Termination. Said License shall terminate:
- A. By mutual agreement of the parties;

- B. Upon 30 days' written notice by Licensor;
- C. Immediately upon written notice by Licensor identifying existing public health and safety issue(s) associated with the Underground Facilities;
- D. Upon Licensee's written notice to Licensor to include mutually agreed upon schedule for removal and/or secure capping of Underground Facilities;
- E. Upon default which is not cured in accordance with the paragraph above entitled "Default";
- F. Automatically upon vacation of the Right of Way.

15. Remedies on Default.

- A. In the event of a default, the License may be terminated at the option of the Licensor by notice in writing to Licensee. Except in the instance of an existing public health and safety issue(s) associated with the Underground Facilities, the notice may be given at any time after the thirty (30) days grace period for default given under the paragraph entitled "Default." If the Right of Way is abandoned by Licensee in connection with a default, termination shall be automatic and without notice.
- B. In any of the above set out cases or events, the Licensor, or those having the Licensor's estate in the Right of Way, lawfully at its option may enter into and upon said Right of Way and every part thereof, and repossess the same of Licensor's former estate, and expel said Licensee and those claiming by and through or under Licensee, and remove Licensee's effects at Licensee's expense, forcibly if necessary, and store the same, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of license fees or preceding breach of covenant.
- C. The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to Licensor under applicable law and/or regulatory provisions.

16. Facilities, Structures, and Equipment.

- A. All equipment or other personal property associated with the Structure during the term by Licensee shall remain the property of Licensee except as otherwise provided herein.
- B. Upon abandonment, termination, revocation, or cancellation of this License, the Licensee shall remove, within a reasonable time, all equipment and other personal property associated with the Underground Facilities except those owned by Licensor. If Licensee fails to remove all or part of such personal property and equipment within thirty (30) days, and such additional time as is reasonable and necessary to effect such removal as may be agreed upon by the parties, then upon election of Licensor they shall become the property of Licensor.

17. Notices. Any notice by Licensee to Licensor or Licensor to Licensee must be served by certified or registered mail, postage prepaid, addressed to the other at the address given below or at such other address as either may designate by written notice.

Licensor:
Deschutes County Road Department
61150 SE 27th Street
Bend, OR 97702

Licensee:
Redmond School District
145 SE Salmon Drive
Redmond OR 97756

18. Nonwaiver. Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

19. Partnership. Licensors are not by virtue of this License a partner or joint venturer with Licensee in connection with activities carried on under this License, and shall have no obligation with respect to Licensee's debts or any other liabilities of each and every nature.
20. Land Use Permit. This License does not constitute a land use permit, nor does acceptance of this License by Licensor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.
21. Licensor's Right to Cure Defaults. If the Licensee fails to perform any obligations under this License, the Licensor shall have the option to do so after thirty (30) days' written notice to the Licensee. All of the Licensor's expenditures to correct the default shall be reimbursed by the Licensee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditures by the Licensor.
22. Licensee Not An Agent of Licensor. It is agreed by and between the parties that Licensee is not carrying out a function on behalf of the Licensor, and Licensor does not have the right of direction or control of the manner in which Licensee transports or disposes of materials so long as Licensee meets criteria set forth herein.
23. Litigation Fees and Expenses. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this License, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Indemnification. Licensee shall defend, save, hold harmless, and indemnify Licensor, its agencies, officers, directors, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the acts or omissions of Licensee or its employees, contractors, officers, or agents under this License, including but not limited to injuries or damages to intended/known third-parties, and injuries or damages to unintended/unknown third-parties.
25. Time is of the Essence. Time is of the essence in each and every provision of this License.
26. Severability. The parties agree that if any term or provision of this License is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular term or provision held to be invalid.
27. Authority. The signatories to this License covenant that they have the legal authority to bind their respective principals to the terms, provisions and obligations contained within this License.
28. Merger.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. LICENSOR, BY THE SIGNATURE

BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LICENSOR HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(SIGNATURE PAGES TO FOLLOW)

LICENSEE:

DATED this _____ day of _____, 2025.

Charan Cline
Redmond School District District

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared Charan Cline, and acknowledged the foregoing instrument.

DATED this _____ day of _____, 2025.

Notary Public for Oregon

My Commission Expires: _____

LICENSOR:

DATED this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON**

ANTHONY DEBONE, CHAIR

PATTI ADAIR, VICE CHAIR

PHIL CHANG, COMMISSIONER

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, and Phil Chang, and acknowledged the foregoing instrument.

DATED this _____ day of _____, 2025.

Notary Public for Oregon

My Commission Expires: _____