



**Following Recording Return to:**  
**Santiam Water Control District**  
**284 East Water Street**  
**Stayton, OR 97383**

Santiam Water Control District  
Encroachment License  
Number: \_\_\_\_\_

Licensor: Santiam Water Control District  
("SWCD")

SWCD Waterworks: \_\_\_\_\_

Licensee:

Encroachment Type:

1. Waterworks Easement Encroachment
2. Maintenance Easement Encroachment

Mailing Address:

Site Address:

Deed No: \_\_\_\_\_

Section: \_\_\_\_\_

Township: \_\_\_\_\_

Range: \_\_\_\_\_

### **Terms**

1. **Property Interest.** This written document permits Licensee to perform actions and use real property for certain uses that conflict with SWCD easements ("Encroachment License").
2. **Property.** Licensee owns the property described in Attachment EL1 – Property ("Property").
3. **SWCD Waterworks.** SWCD locates, repairs, maintains, replaces, and operates waterworks on the Property ("SWCD Waterworks").
4. **SWCD Easement.** SWCD holds one or more easements for purposes related to SWCD use of the SWCD Waterworks ("SWCD Easements"). The SWCD Easements burden a portion of the Property ("SWCD Easement Area").
5. **Licensed Conflicting Use.** Under the terms this Encroachment License, Licensee may use the Property for certain uses that conflict with-the SWCD Easements ("Licensed Conflicting Uses"). An

exclusive list of Licensed Conflicting Uses appears in Attachment EL2 – Licensed Conflicting Uses.

6. **Encroachment Area.** Licensee may perform the Licensed Conflicting Uses on a portion of the SWCD Easement Area (“Encroachment Area”). The Encroachment Area is illustrated by map in Attachment EL3 – Encroachment Area.
7. **License Fee.** The SWCD Board of Directs sets Fee Schedule annually. Licensee will pay SWCD the annual Encroachment License Fee established by the Fee Schedule (“License Fee”).
8. **Maintenance and Repair.** Licensee will maintain and repair any improvement made as a Licensed Conflicting Use at its sole cost and as approved by the District Manager. If Licensee fails to promptly make appropriate repairs, SWCD may repair, replace, or remove any improvement at the cost of Licensee. Licensee may not expand or otherwise modify the Licensed Conflicting Uses or the Encroachment Area, without prior written approval by SWCD.
9. **Damage to SWCD Waterworks.** Licensee is strictly liable for any damages to SWCD Waterworks caused by Licensee, related to Licensed Conflicting Uses, or both (“Licensee Damages”). Licensee will reimburse SWCD for all reasonable costs incurred by SWCD to repair Licensee Damages.
10. **Revocation.** SWCD may revoke this Encroachment License for non-compliance with the terms of this Encroachment License, failure to repair or maintain improvements made under this Encroachment License, failure to pay any License Fee when due, making improvements not identified by this Encroachment License, and any interference with any SWCD Easements that is not expressly permitted by this Encroachment License.
11. **Surrender.** Licensee may surrender this Encroachment License upon notice to SWCD, removal of any physical encroachments, and restoration of SWCD Waterworks to their original condition at sole cost to Licensee. If Licensee fails to remove encroachments, the SWCD will complete the work at Licensee’s sole cost.
12. **Indemnification.** Licensee assumes responsibility for all activities and uses performed by Licensee under this Encroachment License. To the extent permitted by law, Licensee indemnifies SWCD against all claims and against all costs, losses, damages, liens, liabilities, obligations, and attorney fees arising out of Licensee’s activities performed under this Encroachment License except for those arising out of the negligence or willful misconduct of SWCD.
13. **Disclaimer.** Licensee is solely liable for its compliance with environmental regulations. Licensee is solely liable for its compliance with all federal, state, and local permitting requirements. SWCD makes no representation of and adopts no responsibility for Licensee activities performed under this Encroachment License.

-Signatures to follow-

The parties agree to the terms of this Encroachment License.

Date: \_\_\_\_\_

Licensee:

Name: \_\_\_\_\_

Licensor: Santiam Water Control District

Date: \_\_\_\_\_

Licensor: \_\_\_\_\_

Brent Stevenson  
General Manager

Encroachment License  
Attachment EL1 - Property

Description of Property:

Encroachment License  
Attachment EL2 – Licensed Conflicting Uses

1. Waterworks Easement Encroachment: \_\_\_\_\_

2. Maintenance Easement Encroachment: \_\_\_\_\_

Encroachment License  
Attachment EL3 – Encroachment Area