

The City of Klamath Falls, Oregon, a municipal corporation (hereinafter referred to as "City") and George E. McMahan and Helen McMahan, husband and wife, of Klamath Falls (hereinafter referred to as "Grantees") for and in consideration of the covenants and conditions hereinafter set forth, agree as follows:

City hereby gives and grants to Grantee, its successors and assigns, upon the terms and subject to the conditions hereinafter set forth in this agreement, permission to encroach upon a portion of the public right-of-way described as follows:

Beginning at a point on the northeasterly line of Lot 1, Block 38, Linkville, Klamath County, Oregon, said point being on the northeasterly line of Lot 1 and 50 feet northwesterly from the southeasterly corner of said Lot 1; thence northeasterly 5 feet; thence southeasterly parallel with the northeasterly line of said Lot 1, a distance of 55.00 feet; thence southwesterly parallel with the southeasterly line of said Block 38, a distance of 76.24 feet; thence northwesterly 5 feet to a point on the southeasterly line of Lot 2 of said Block 38; thence northeasterly along the southeasterly line of said Block 38 a distance of 71.24 feet to the southeasterly corner of said Lot 1; thence northwesterly along the northeasterly line of said Block 38 a distance of 50.00 feet to the point of beginning.

for the purpose of construction of a permanent wooden awning according to the following conditions:

- 1) No part of said awning shall extend beyond the above described encroachment area.
- 2) No portion of said awning shall be less than ten feet above the existing grade of the sidewalk.
- 3) No part of the awning shall obstruct clear passage of existing stairways.
- 4) The awning shall be entirely supported by the Grantee's building and shall be of one hour fire construction throughout.
- 5) The portion of the awning facing Klamath Avenue and Seventh Street shall be entirely faced with wooden shakes.
- 6) The awning shall not be used for the placement or attachment of any sign as defined by the City's Community Development Ordinance.

Grantees agree to pay to City as compensation for the privileges herein granted, the sum of \$25.00, receipt of which is hereby acknowledged by City.

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Grantees shall save and hold harmless the City from and indemnify the City against any and all liability for or on account of any death or injury to persons, or damage to property incurred in any manner whatsoever growing out of Grantees' use of the privileges herein granted.

This agreement may be terminated upon thirty (30) days written notice by either party. Upon termination, Grantees shall remove the entire awning structure herein authorized and restore the public right-of-way in accordance with the directions of the City's Director of Public Works.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 29th day of July, 1981.

CITY OF KLAMATH FALLS

By: George E. McMahon

Mayor

Attest: Harold Derrah

Recorder

GRANTEES

George E. McMahonHelen McMahon  
Helen McMahon

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at Klamath Falls~~this 11th day of August A.D. 1981 at 10:45 o'clock AM and  
duly recorded in Vol. M81, of DEEDS on PAGE 21 191

Fee \$ 7.00

By Harold Derrah EVELYN BIEHN, County Clerk

AFTER RECORDING, RETURN TO:

Harold Derrah

City Hall

P.O. Box 237

Klamath Falls, OR 97601