

The City of Klamath Falls, Oregon, a Municipal Corporation, (hereinafter referred to as "City") and Frank Della-Rose, all of Klamath Falls, Oregon (hereinafter referred to as "Grantee(s)") for and in consideration of the covenants and conditions hereinafter set forth, agree as follows:

City hereby gives and grants to Grantee(s), their successors and assigns, upon the terms and subject to the conditions hereinafter set forth in this agreement, non-exclusive permission to encroach upon a portion of the right-of-ways on Benson Street, Arlington Street, and the alley located in Blocks 28 and 29 right-of-way for the purpose of installing a geothermal water line pipe to serve the following addresses:

Edward McCrary	1870 Euclid
Ruth Novak	1737 Tiffany
Wilbur Womer	1985 Benson
Richard Ledgerwood	1895 Arlington
Harry Fredricks	1919 Benson
Byron Sagunsky	1873 Benson
Jerry Bercovitz	1701 Eldorado
Frank Della-Rose	1834 Benson

All within the Mountain View Addition to the City of Klamath Falls, Klamath County, Oregon, according to the following conditions:

- 1) The Grantee(s) shall strictly conform to applicable regulations set out in City Ordinances and Resolutions dealing with geothermal waters in the City of Klamath Falls.
- 2) The Grantee(s) shall obtain the approval by the City's Department of Public Works of the construction plans within the right-of-ways of Benson Street, Arlington Street and the alley located in Blocks 28 and 29 of Mountain View Addition.
- 3) Grantees shall file completed as-built drawings of the geothermal water line pipe installation with said Department of Public Works.
- 4) The above mentioned pipes shall be limited to serving the above described lots.

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

Grantee(s) 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 Grantee's use or loss of the privileges herein granted. Grantee(s) further agree to reimburse the City for any damage to Benson Street, Arlington Street, the alley located in Blocks 28 and 29 of Mountain View Addition, or other property of City that may be caused directly or indirectly as a result of Grantee's use of this permit.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 16th day of DECEMBER, 1985.

CITY OF KLAMATH FALLS

GRANTEE(S)

AFTER RECORDING, RETURN TO:
City Recorder
P. O. Box 237, Klamath Falls, OR
97601

By: _____

Mayor

Attest: _____

City Recorder

535

763

STATE OF OREGON COUNTY OF KLAMATH ss.

Filed for record at request of _____ the 14th day
of January A.D., 19 36 at 3:51 o'clock P M. and duly recorded in Vol. 1136
of _____ Deeds on Page 762

FEE \$9.00

Evelyn Biehn,
By _____

County Clerk

Pam Smith