

60427

ENCROACHMENT PERMIT

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The City of Klamath Falls, Oregon, a municipal corporation (City) and National Advertising Company, a subsidiary of Minnesota Mining and Manufacturing Co. (Grantee) for an 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, non-exclusive permission to encroach upon a portion of the alleyway immediately north of Main Street and adjacent to the Southern Pacific Railroad right-of-way for the purpose of erecting, altering and maintaining an advertising display (painted, reflectorized, printed, illuminated, or otherwise) including necessary structures, devises, power poles and connections according to the following conditions:

- 1) Grantee shall comply with all relevant local, state and federal regulations pertaining to Grantee's use of the area, including but not limited to, City Planning and building regulations; and
- 2) Grantee shall make the advertising space available to the City for up to eight weeks each calendar year at no cost to City other than Grantees production costs of the paper (\$75.00 per display) City shall make its request for such use at least sixty days in advance.

The encroachment area is more specifically described as follows:

The Southerly 40 feet of the closed alleyway adjacent to and along the easterly line of the Southern Pacific railroad right-of-way, beginning at the cement underpass retaining wall on Main Street and extending in a northerly direction 40 feet, located in the City block bounded on the east by Michigan Street and on the west by Spring Street according to the official plat of Second Hot Springs Addition to the City of Klamath Falls on file in the Klamath County Clerk's office.

Grantee agrees 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 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.

This agreement shall run from year to year unless terminated. It may be terminated upon sixty (60) days written notice by either party. Upon termination, Grantee shall remove all structures herein authorized and restore the public right-of way in accordance with the directions of the City's Director of Public Works within sixty (60) days.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 8th day of April, 1986.

CITY OF KLAMATH FALLS

NATIONAL ADVERTISING COMPANY

BY: Margie C. Fitts
MAYORBY: John L. Smith, P.E.ATTEST: Danah B. Mollen
CITY RECORDERATTEST: W. J. Jensen
COUNTY CLERK

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

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of
of April

A.D., 19 86 at 4:16 o'clock P. M., and duly recorded in Vol. M86
of Deeds on Page 6630

FEE \$5.00

Evelyn Biehm,
By John L. Smith County Clerk