

The City of Klamath Falls, Oregon, a municipal corporation (City) and Klamath Falls City School District (Grantee) 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, non-exclusive permission to encroach upon a portion of the Cypress Avenue right-of-way in the City of Klamath Falls between Lippencott and Georgia (as shown on the attached map Exhibit "A"). This permit is granted for the limited purpose of providing paved parking and is subject 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 submit the as-built construction plans to the City's Public Works Department and shall conform to any modifications or restrictions imposed by the Department.
- 3) Grantee shall provide a drainage swale to convey water easterly to a curb to be built by City as part of the unpaved streets project.
- 4) Grantee shall provide adequate clearance from the existing fire hydrant near ingress of the parking lot driveway.
- 5) If Lippencott is further improved in the future, Grantee shall eliminate the westerly driveway and place one on Lippencott at a location approved of by City.

Grantee agrees to pay to the City, as compensation for the privileges herein granted, the sum of Fifty Dollars (\$50.00), 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 the public's 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 30 day of October, 1997.

CITY OF KLAMATH FALLS

GRANTEE, KLAMATH FALLS CITY SCHOOL DISTRICT

By:

James R. Keller
City Manager

Ray E. Crawford

Attest:

Elisa D. Fritz
City Recorder

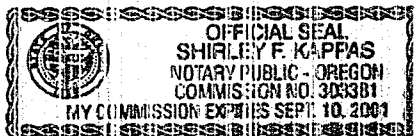
Attest:

Michael M. Pisan

STATE OF OREGON } ss.
COUNTY OF KLAMATH

On the 20th day of October, 1997, personally appeared James R. Keller and Elisa D. Fritz, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

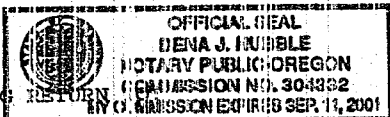


Shirley F. Kappas
Notary Public for Oregon

STATE OF OREGON } ss.
COUNTY OF KLAMATH

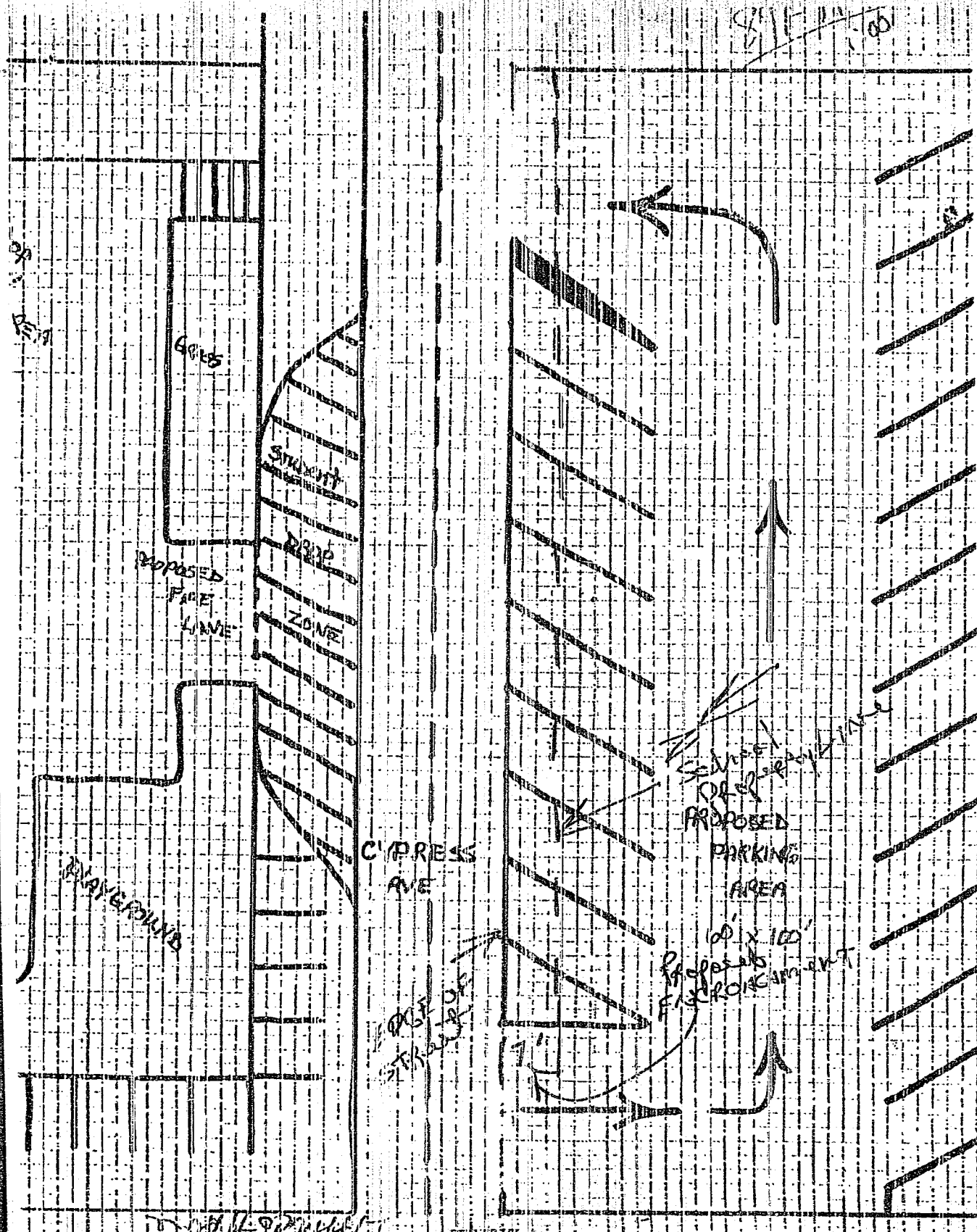
On the 15th day of October, 1997, personally appeared Ray E. Crawford and Michael M. Pisan, each being first duly sworn, as Superintendent and Director of Personnel of the Klamath Falls City School District and acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



Rena J. Inoué
Notary Public for Oregon
My Commission Expires: 9/11/01

AFTER RECORDING, RETURN
City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City Recorder the 13th day
 of November A.D. 19 97 at 3:33 o'clock P. M., and duly recorded in Vol. M97
 of Deeds on Page 37525

FEE \$15.00

By Bernice G. Letch, County Clerk
Ruthen Rose