

## AFTER RECORDING RETURN TO:

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

## CLERK'S STAMP:

State of Oregon, County of Klamath

Recorded 03/01/2002 10:11 a. m.Vol M02, Pg 12368-70

Linda Smith, County Clerk

Fee \$ 31.00 # of Pgs 3

02 MAR 1 10:11

**ENCROACHMENT PERMIT**

The City of Klamath Falls, Oregon, a municipal corporation (City) and Qwest (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 South Spring Street right-of-way in the City of Klamath Falls at 1205 South Spring Street (as shown on the attached map Exhibit "A"). This permit is granted for the limited purpose of placing a communications cable as follows: 1) approximately 296 feet of four-inch diameter PVC conduit, approximately two feet south of the northerly boundary of said right-of-way, commencing approximately 433 feet west of the South Spring Street curve as depicted on Exhibit "A"; and 2) a conduit crossing the right-of-way in a generally north/south direction to service 1205 South Spring Street. The conduit and cable placement 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. Grantee shall apply for and obtain an excavation permit prior to commencement of any work within the said right-of-way;
- 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; and
- 3) Grantee shall be responsible for the maintenance of the conduit and communications cable, for all expenses for removal of the conduit and cable, if required under this permit, and for restoration of the right-of-way damaged by maintenance or removal.

Grantee agrees to pay to the City, as compensation for the privileges herein granted, the sum of Eighty-One Dollars (\$81.00), 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 <sup>21<sup>st</sup></sup> day of February, 2002.

CITY OF KLAMATH FALLS

GRANTEE, QWEST COMMUNICATIONS

By: [Signature]  
City Manager

By: Augustus C. DeVries

Attest: Elisa D. Olson  
City Recorder

~~Secretary~~

STATE OF OREGON } ss.

County of Klamath

On the 21<sup>st</sup> day of February, 2002, personally appeared Jeffrey D. Ball and Elisa D. Olson, 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:



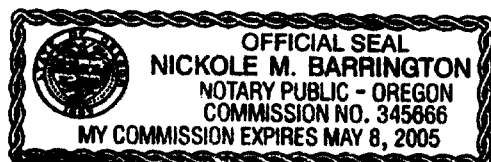
Nickole M. Barrington  
Notary Public for Oregon  
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.

County of Klamath

On the 21<sup>st</sup> day of February, 2002, personally appeared Augustus DeVries and as Senior Design Engineer and secretary of Qwest and acknowledged that said instrument was signed on behalf of to be his/her/their voluntary act and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



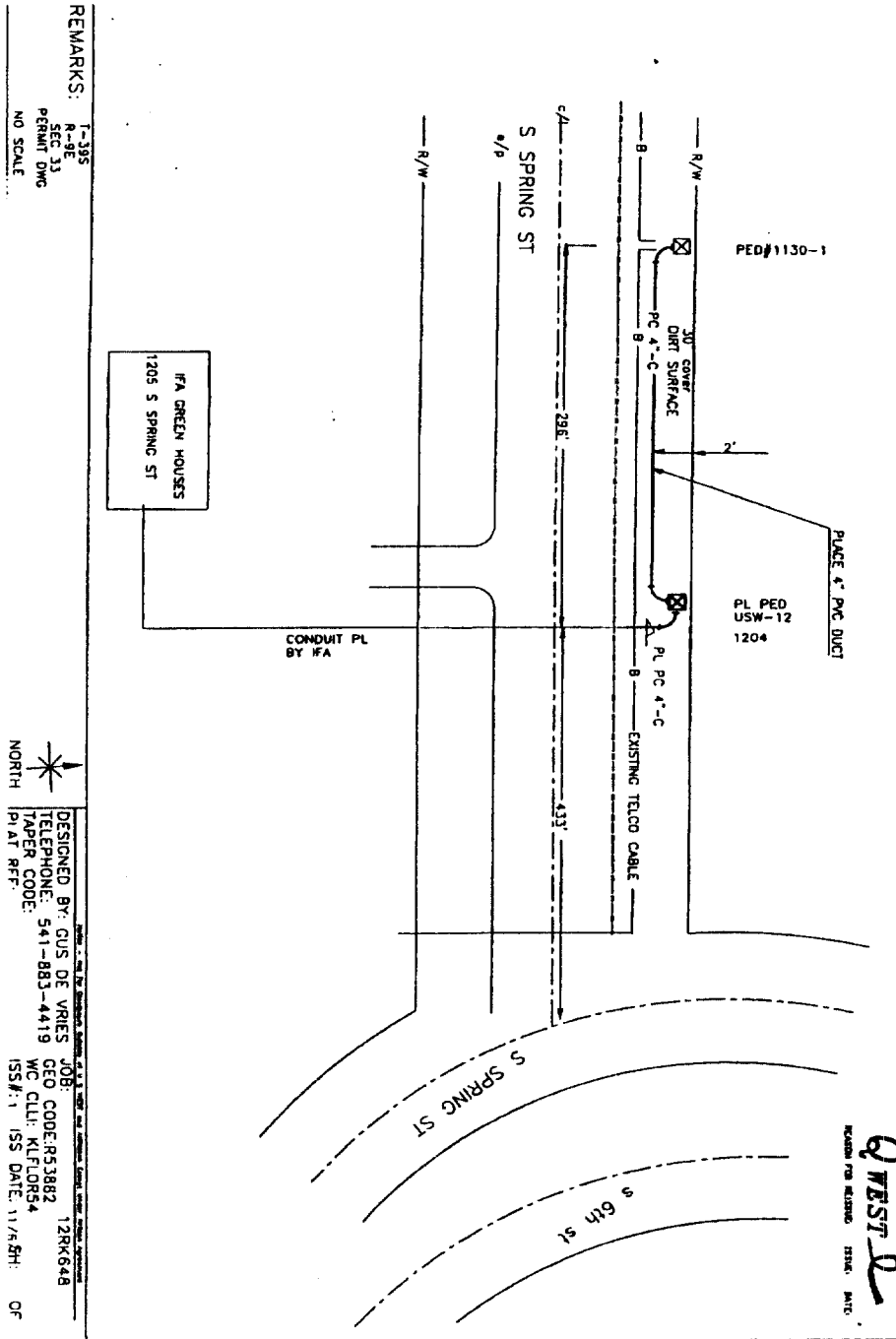
Nickole M. Barrington  
Notary Public for Oregon  
My Commission Expires: 5-8-2005

**ONE-SHEET PLOT PLAN**

(Illustrate the proposed structure encroachment)

Drawn by: Gus DeVries Date: 02/07/02 Scale: NONE

1. List all Dimensions: Distance to Property Lines, Curbs, Sidewalks.
2. Dimension ALL WORK.
3. Show Main Building with Address.
4. Lettering shall be Legible (line work shall be drawn with a straight edge).
5. List Street Names.
6. North Arrow.
7. List or Identify Materials of Encroached Structure.
8. Computer generated drawings may be submitted on a separate 8 1/2"x14" sheet.



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