

04 AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

CLERK'S STAMP:

State of Oregon, County of Klamath

Recorded 08/26/2002 3:33 p.m.Vol M02, Pg 48173-77

Linda Smith, County Clerk

Fee \$ 41.00 # of Pgs 5

'02 AUG 26 PM 3:33

ENCROACHMENT PERMIT

The City of Klamath Falls, Oregon, a municipal corporation (City) and Cal-Ore Telephone Co. (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 generally south side of the Dan O'Brian Way right-of-way in the City of Klamath Falls from the intersection with Highway 97 to approximately 100 feet west of the intersection with Campus Drive (as shown on the attached map Exhibit "A"). This permit is granted for the limited purpose of installing telecommunications cable, and necessary appurtenances (hereinafter "Equipment"), 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;
- 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; Grantee is specifically required to maintain proper separation from other utilities located in the easement area or nearby; and
- 3) Grantee shall be responsible for the maintenance of the Equipment, for all expenses for removal of the Equipment 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 Ninety-One Dollars (\$91.00), 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.

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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 12th day of August, 2002.

CITY OF KLAMATH FALLS

CAL-ORE TELEPHONE CO.

By: [Signature]
City Manager

By: [Signature]

Attest: [Signature]
Deputy City Recorder

[Signature]
Secretary

STATE OF OREGON } ss.

County of Klamath

On the 9th day of August, 2002, personally appeared Jeffrey D. Ball and Shirley Kappas, who, each being first duly sworn, did say that the former is the City Manager and the latter is the Deputy 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.



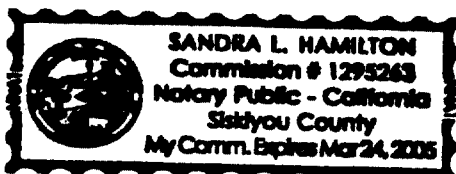
[Signature]
Notary Public for Oregon
My Commission Expires: 5-26-05

CALIFORNIA
STATE OF ~~OREGON~~ } ss.
~~SISKIYOU~~
County of ~~Klamath~~

On the 12th day of AUGUST, 2002, personally appeared EDWARD B. ORMSBEE and VIRGINIA K. SIMPSON as GENERAL MANAGER and ENGINEERING TECH and acknowledged that said instrument was signed on behalf of Cal-Ore Telephone Co. and acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

[Signature]
Notary Public for Premier West Bank State of California
My Commission Expires: 3-24-05



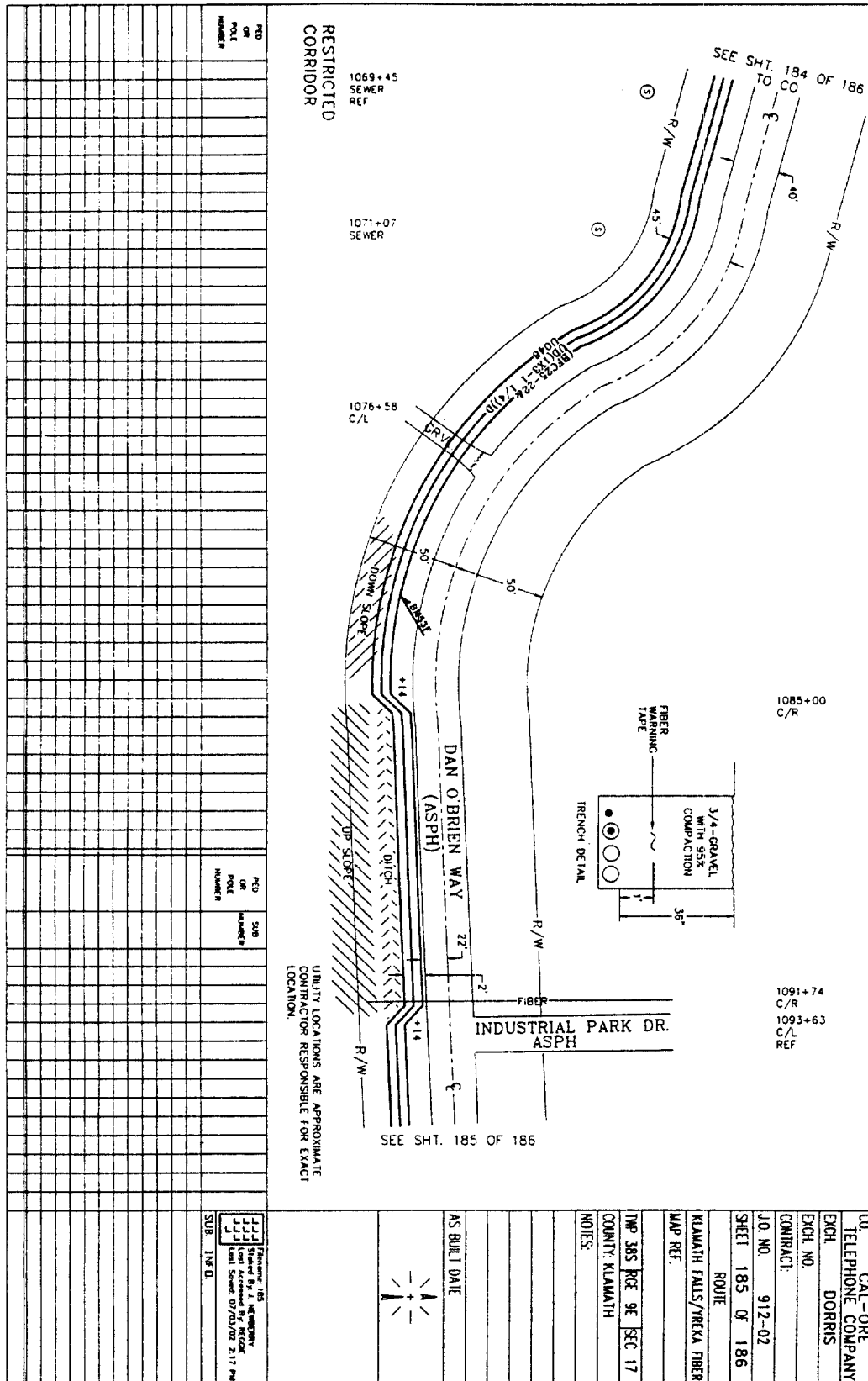


Exhibit "A", Page 1 of 3

