

06/ AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

CLERK'S STAMP:

State of Oregon, County of Klamath
Recorded 05/29/2003 1:47 p.m.
Vol M03 Pg 36260-61
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

REVOCABLE LICENSE & ENCROACHMENT PERMIT

The City of Klamath Falls, Oregon, a municipal corporation (City) and Christine & David Bruce-Aijian (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 3 foot portion of the West Oregon and Link Street rights-of-way in the City of Klamath Falls, and adjacent to the curb along the front (West Oregon) and side (Link Street) of the house located at 909 W. Oregon Avenue (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of building a 3 foot picket fence in front and to the side of said house, 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; Grantee shall obtain a fence permit from City Planning prior to construction; Grantee shall call for a utility locate prior to construction; If the proposed construction conflicts in any way with any utility, this license/permit shall be automatically deemed terminated and Grantee shall not be allowed to construct said fence;
- 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 fence, for all expenses related to and for removal of the fence, if required under this license/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 19th day of May, 2003.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]
City Manager

By: David Bruce Aijian
David Bruce Aijian

Attest: Shirley Kappas
~~City Recorder~~ Deputy Recorder

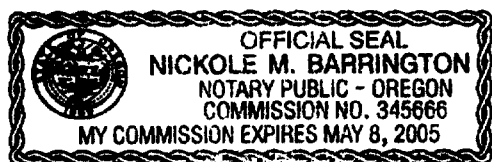
Christine Bruce Aijian
Christine Bruce Aijian

STATE OF OREGON } ss.

County of Klamath

On the 19th day of May, 2003, 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:



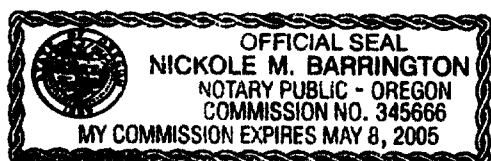
Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.

County of Klamath

On the 19th day of May, 2003, personally appeared David Bruce-Aijian and Christine Bruce-Aijian and they acknowledged that said instrument was signed and to be of their voluntary act and deed.

BEFORE ME:



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