

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Eric & Alexander Spence
2040 Terrace Avenue
Klamath Falls, OR 97601

CLERK'S STAMP:

State of Oregon, County of Klamath
Recorded 11/03/03 2:32 p m
Vol M03 Pg 81649-51
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

REVOCABLE LICENSE & ENCROACHMENT PERMIT

The City of Klamath Falls, Oregon, a municipal corporation (City) and Eric & Alexandra Spence (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 alley right-of-way located behind 2040 Terrace Avenue in the City of Klamath Falls (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of planting grass and small shrubberies 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; No landscaping is permitted in the alley portion of the alley located behind 2020 Fairmount Street;
- 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 be responsible for the maintenance of all landscaping improvements, for all expenses for the removal of the improvements, if required under this license/permit, and for restoration of the right-of-way damaged by such maintenance or removal; and
- 4) Grantee hereby grants Grantor, other utility providers, and emergency service providers access to the alley across Grantee's property to the West of Grantee's residence.

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.

81650

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. Grantee agrees that City shall not be responsible for damage to any structures within the right-of-way caused by or related to City's legitimate use of the right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 17th day of October, 2003.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]
City Manager

[Signature]
Eric Spence

Attest: [Signature]
City Recorder

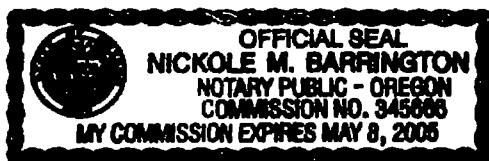
[Signature]
Alexandra Spence

STATE OF OREGON } ss.

County of Klamath

On the 20th day of October, 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:



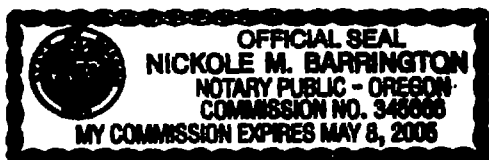
[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.

County of Klamath

On the 17th day of October, 2003, personally appeared Eric + Alexandra Spence and and they acknowledged that said instrument was signed and to be of their voluntary act and deed.

BEFORE ME:



[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2005

Garage/Driveway

O'Connors

(letter to come)

81651



Bill Becken (letter to come)

De He + Shari Brinkman

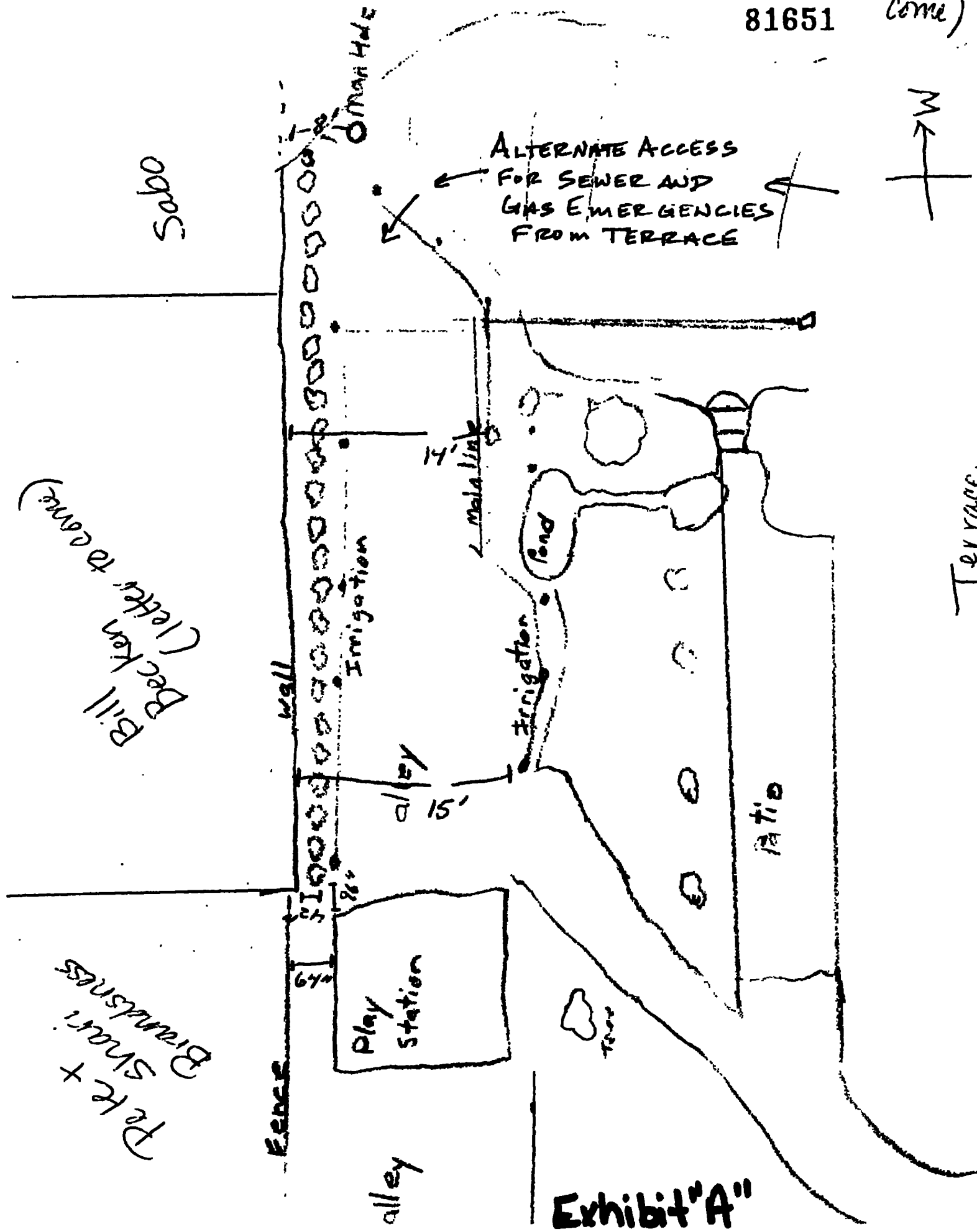


Exhibit "A"