

OC
AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

State of Oregon, County of Klamath
Recorded 01/27/2004 9:06 a m
Vol M04 Pg 4889-92
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

GRANTEE:

Klamath Health Partnership, Inc.,
an Oregon Non-profit Corp.
2074 South Sixth Street
Klamath Falls, OR 97601

GRANTOR:

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

REVOCABLE LICENSE & ENCROACHMENT PERMIT

The City of Klamath Falls, Oregon, a municipal corporation (City) and Klamath Health Partnership, Inc., an Oregon Non-profit Corporation, (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 Union Street right-of-way in the City of Klamath Falls at or near the intersection with East Main Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of adding landscaping, a sidewalk upgrade and a portico entrance with overhanging canopy (the "Improvements") 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 the attached conditions (Exhibit "B");
- 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 Improvements, for all expenses for removal of the Improvements, 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.

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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. 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 14th day of January 2004.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]

City Manager

By: [Signature]Attest: [Signature]

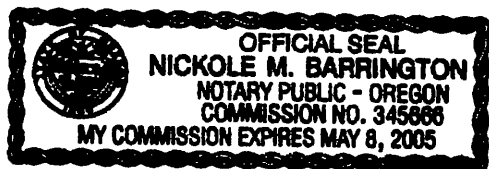
City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 14th day of January, 2004, 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:



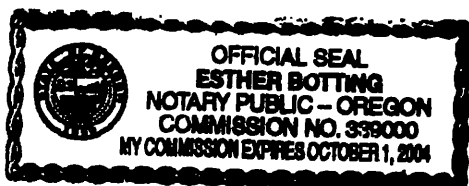
[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.

County of Klamath

On the 14th day of January, 2004, Brian Harris personally appeared and being first duly sworn, did say that he/she was the representative for Klamath Health Partnership, Inc. an Oregon non-profit Corporation, and that the instrument was signed on behalf of the said corporation; and they acknowledged said instrument to be its voluntary act and deed.

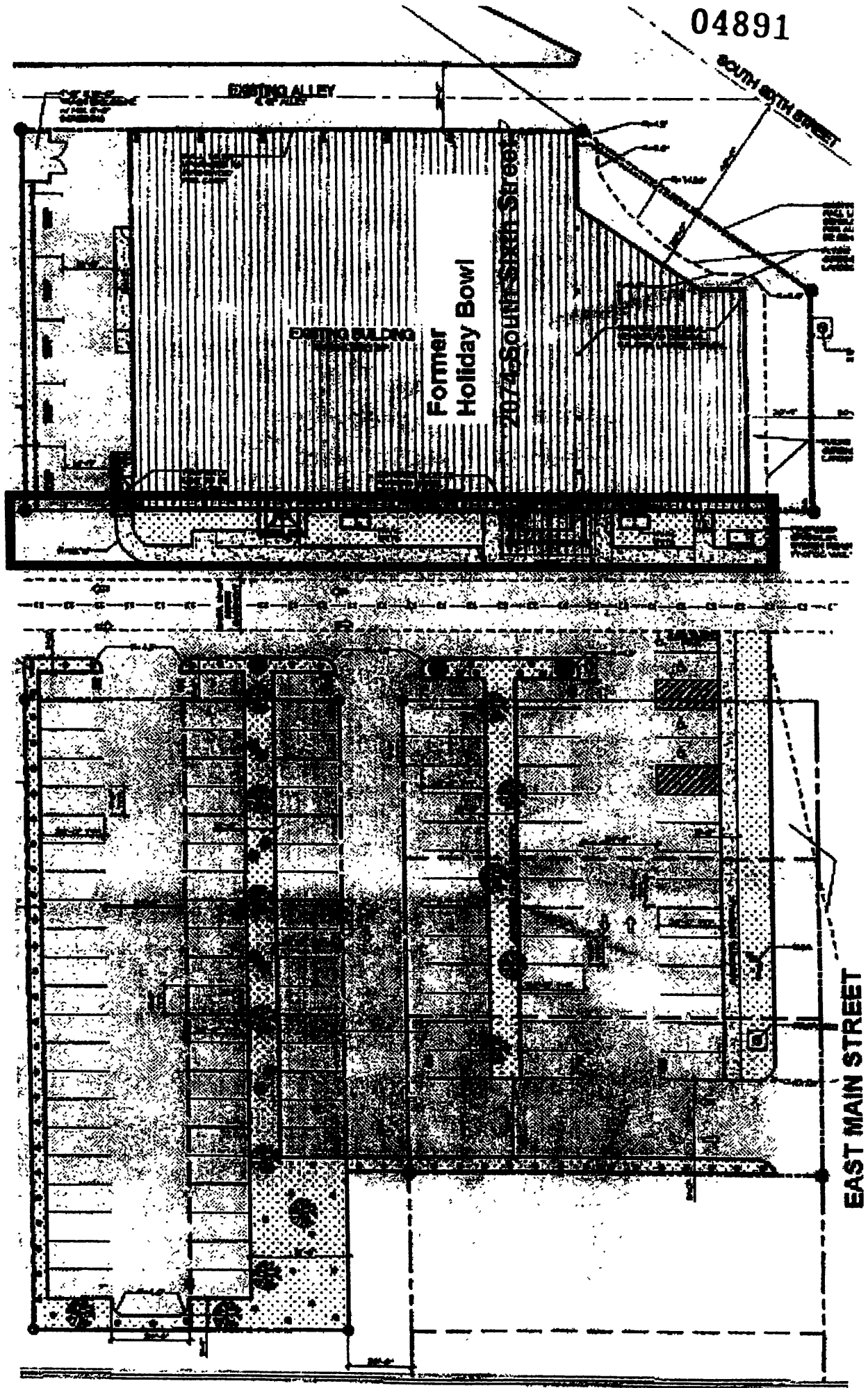
BEFORE ME:



[Signature]
Notary Public for Oregon
My Commission Expires: 10-1-04

Exhibit "A"

Encroachment onto Union Street
for landscaping and main entrance canopy





Memo

PUBLIC WORKS Engineering Division

To: Mike Kuenzi
From: Tom Del Santo JDS
Date: 10/15/03
Re: Open Door Clinic Union Avenue Encroachment.

ENCROACHMENT # 011-03

COMMENTS:

- The overhang, for the entrance located at the easterly end on the south side of the building, will protrude into the street portion of Union Avenue by 1.6 feet. The bottom of the overhang will be 15 feet above the pavement at the gutter. The City Street Division is opposed to the 1.6-foot overhang, and would prefer that it terminate at the curb line. They are concerned with truck traffic and street equipment that may be driving by or working in that immediate area. Trucks with trailers should not have an issue with the clearance since 14 feet (more or less) is an average vertical distance that we have under railroad crossings in town. This same entrance is designed with stairs on the west side and an ADA ramp on the east side. The stairs will obstruct certain individuals from being allowed to utilize the public sidewalk. Since Union Avenue is still a public street, a ramp should be placed on the west side of the entrance, thus allowing full pedestrian access across the sidewalk.
- The westerly entrance on the south side of the building is set back enough to allow for pedestrian access across the sidewalk. There appears to be no issues with that entrance.

CONDITIONS:

- Option 1: The easterly entrance shall include an ADA ramp on the west side of the entrance (similar to the one planned on the east side), with signs placed directing the general public across the entrance. This will provide full pedestrian access across the entrance for those not conducting business with Open Door Clinic.
- Option 2: The easterly entrance is constructed as shown on the plans with the understanding that Union Avenue will be vacated in the near future. If the vacation at the end of 18 months is no longer a consideration, the applicant will have 12 months to have Option 1 in place.
- No work shall be conducted on the two entrances located on the south side of the building, until the Site Construction Permit is issued for exterior work.

Reviewed and Commented on by: Tom Del Santo 10/15/03

Exhibit "B"