

04 MAY 14 PM 3:27

AFTER RECORDING RETURN TO:	CLERK'S STAMP:
City Recorder 500 Klamath Avenue Klamath Falls, OR 97601	State of Oregon, County of Klamath Recorded 05/14/2004 <u>3:27 p.m.</u> Vol M04 Pg. <u>30298-30300</u> Linda Smith, County Clerk Fee \$ <u>31.00</u> # of Pgs <u>3</u>
GRANTEE: CAL-ORE Telephone Co. for Merle West Medical Center 2865 Daggett Avenue 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 CAL-ORE Telephone Co. for Merle West Medical Center (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 Daggett Avenue and Campus Drive rights-of-way in the City of Klamath Falls (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing a fiber network conduit and cable ("Cable") 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 is required to obtain a site construction permit from the City Engineering Department prior to any construction; Grantee will provide City with a traffic plan for construction-caused interruptions; Installation will be bore only, no street cuts will be allowed; All future locates of this line will be Grantee's responsibility;
- 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 Cable, for all expenses for removal of the Cable, if required under this license/permit, and for restoration of the right-of-way damaged by maintenance or removal of the fiber network cable.

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.

314

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 _____ day of _____, 2004.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]
City Manager

By: [Signature]

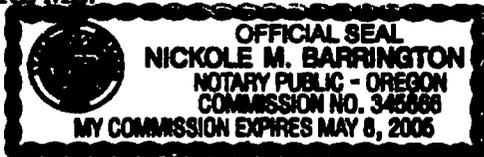
Attest: [Signature]
City Recorder, Deputy

STATE OF OREGON } ss.

County of Klamath

On the 14th day of May, 2004, 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 for 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:



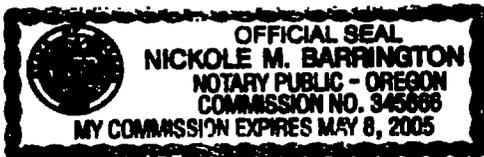
[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.

County of Klamath

On the 4th day of May, 2004, personally appeared Robert Hensley and he/she acknowledged that said instrument was signed and to be of his/her voluntary act and deed.

BEFORE ME:



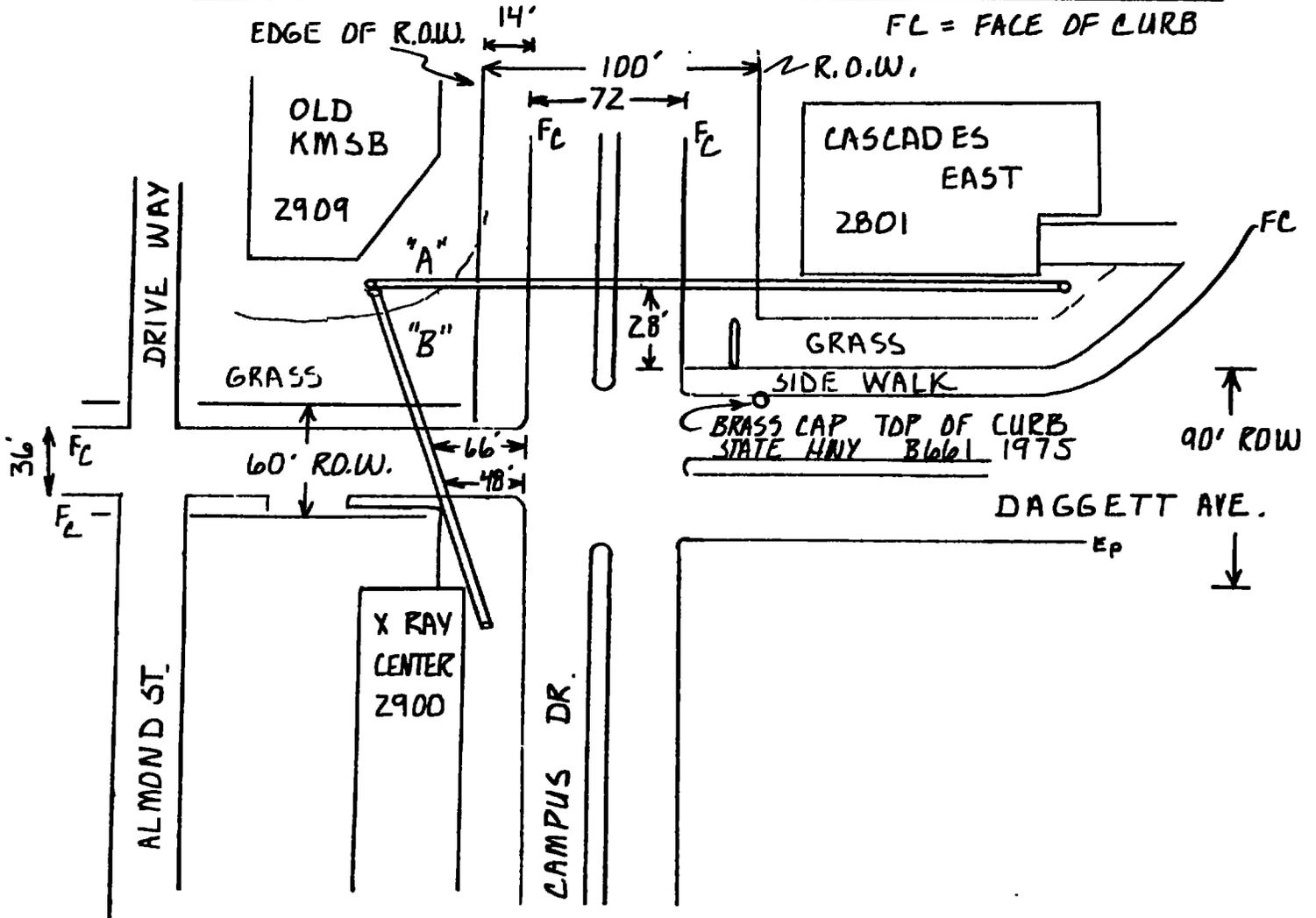
[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2005

ONE-SHEET PLOT PLAN

(Illustrate the proposed structure encroachment)

Drawn by: BOB HENSLEY Date: APRIL 16, 2004 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.



A = BORE, MINIMUM 48" IN DEPTH, PULL BACK 3-1/4" POLY DUCTS, 280'

B = BORE, MINIMUM 48" IN DEPTH, PULL BACK 3-1/4" POLY DUCTS, 120'

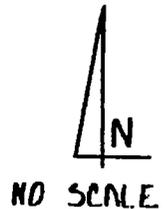


Exhibit "A"