

Returned @ Counter

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**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

**CLERK'S STAMP:**

**State of Oregon, County of Klamath**  
Recorded 07/14/2004 9:45 A m  
Vol M04 Pg 45835-38  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**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 two and one-half foot (2½') strip along the alley south of Union Avenue and east of Owens Street (as shown on the attached maps, Exhibit "A"). This license/permit is granted for the limited purpose of adding parking spaces and painted striping (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
- 2) Grantee shall submit the as-built Improvement 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.

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 2nd day of July, 2004.

CITY OF KLAMATH FALLS

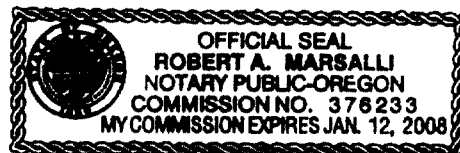
GRANTEE

By: [Signature]

City Manager

By: [Signature]Attest: [Signature]

City Recorder



STATE OF OREGON } ss.

County of Klamath

On the 2 day of July, 2004, personally appeared Brian Harris, Jeffrey D. Ball and Elisa D. Olson, who, each being first duly sworn, did say that he is the representative for Klamath Health Partnership, Inc. 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: (Seal above) <sup>7</sup>

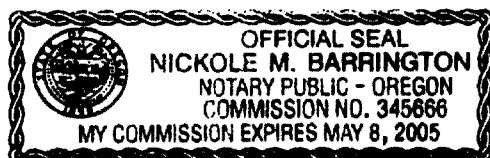
[Signature]  
Notary Public for Oregon  
My Commission Expires: 1/12/2008

STATE OF OREGON } ss.

County of Klamath

On the 14th day of July, 2004, Jeffrey D. Ball and Elisa D. Olson personally appeared and being first duly sworn, did say that he is the representative for Klamath Health Partnership, Inc. 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 the said corporation; and they acknowledged said instrument to be its voluntary act and deed.

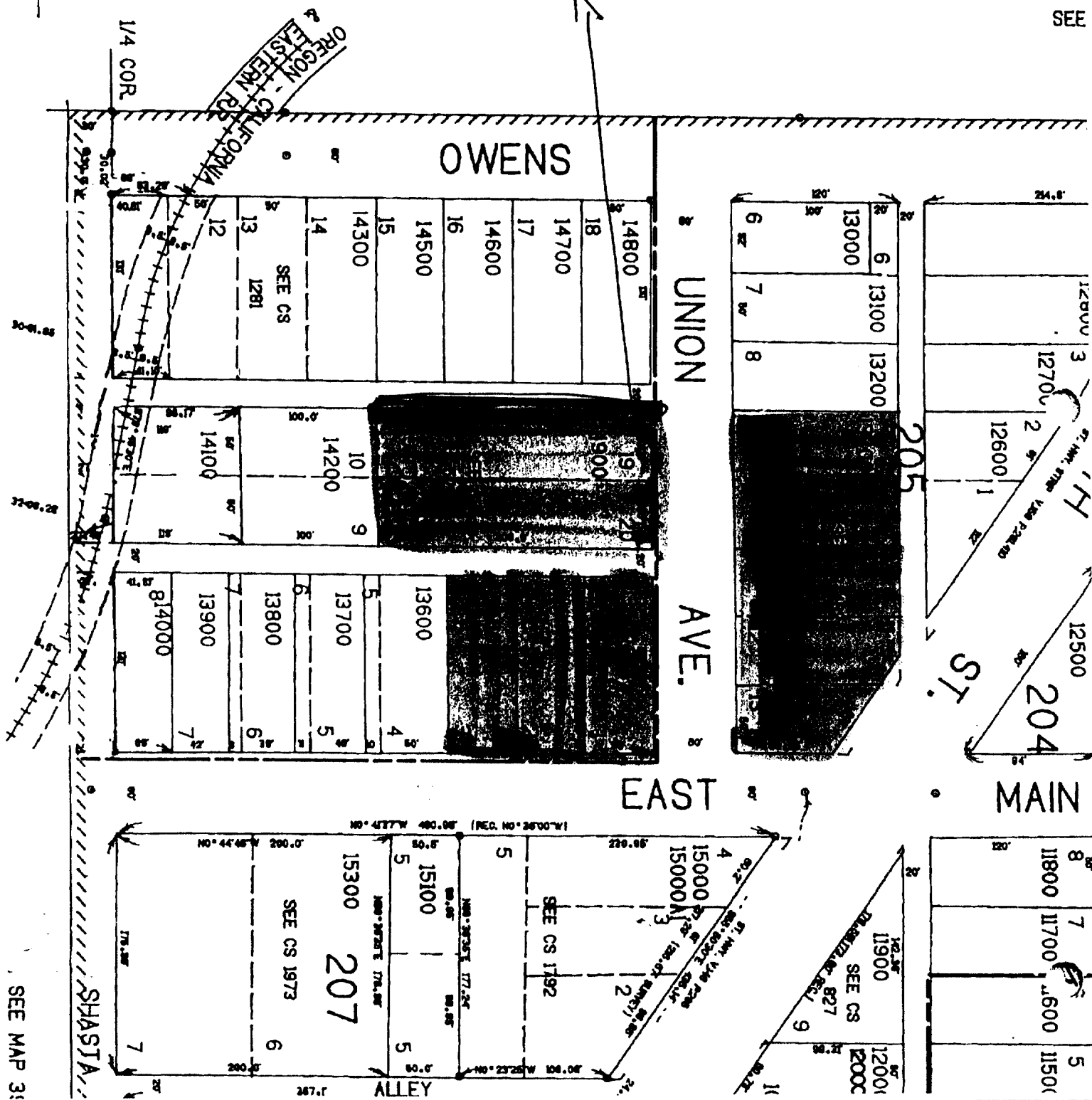
BEFORE ME:



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

2.5 feet  
encasement  
into alllet

300



Union Ave

45838

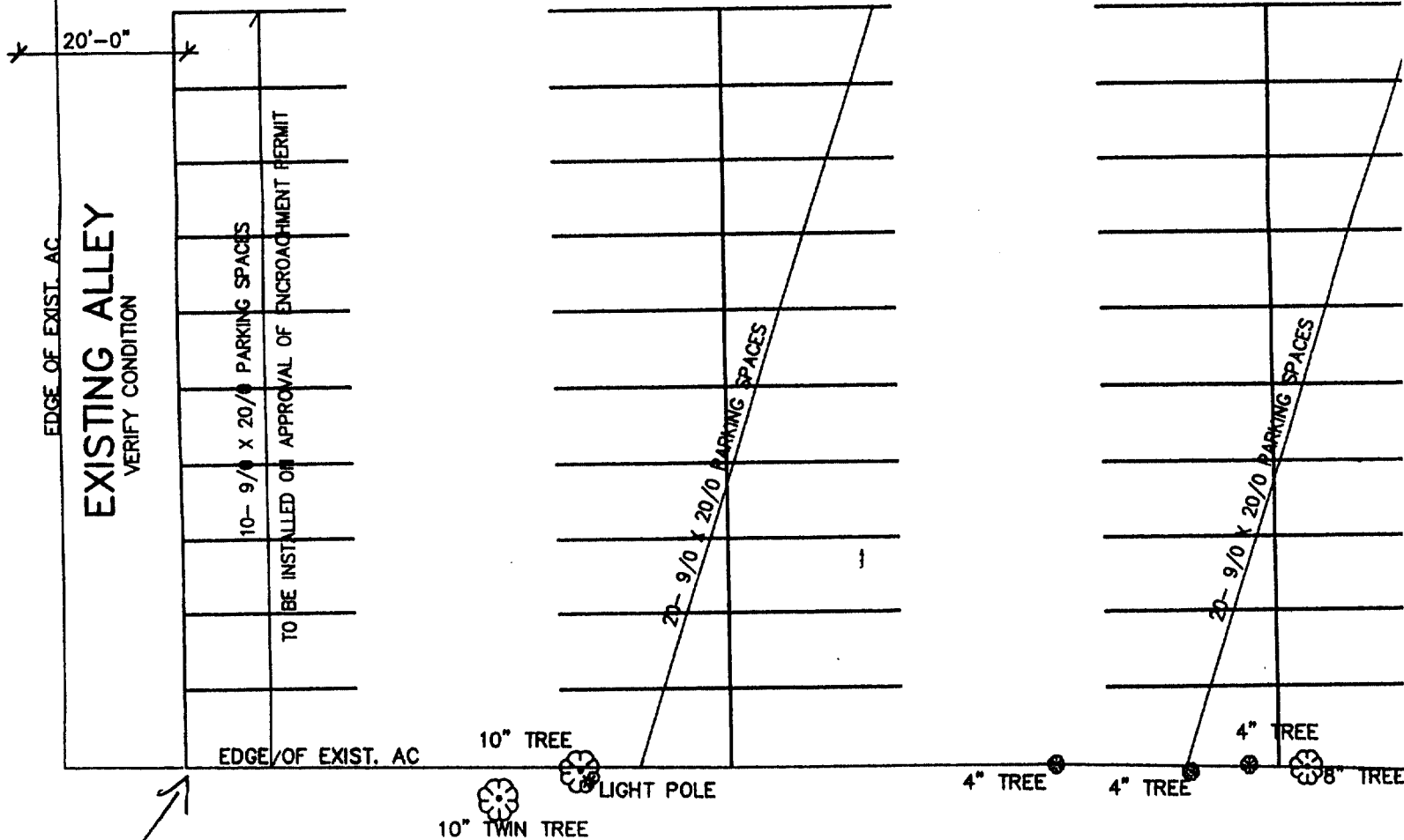
EXIST. ACCESS

"PEDESTRIAN WALKWAY"

\*LIGHT POLE

"PEDESTRIAN WALKWAY"

SHADED AREA SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE UNDERSTANDING AND AGREEMENT WITH THE CITY OF KLAMATH FALLS IN A LETTER DATED SEPTEMBER 25, 2003 BY JACOB A. GREICHEN, ASSOCIATE PLANNER



2.5 Feet  
encroachment  
into alley.  
Painting only,  
no permanent structure.

North

TEMPORARY PARKING LOT # 815

SCALE: 1" = 20'-0"

Exhibit "A" Pg. 2 of 2