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State of Oregon, County of Klamath
Recorded 09/10/04 3:40 p m
Vol M04 Pg 60711-14
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

o/c
AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Chris & Catherine Cook
1659 Owens 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 Chris and Catherine Cook (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 between East Main Street and Owens Street rights-of-way, and south of Union 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 a fire service waterline ("Fire Service") for 1629 Owens Street 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;
- 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, including, but not limited to, the required conditions attached and marked Exhibit "B"; and
- 3) Grantee shall be responsible for the maintenance of the Fire Service, for all expenses for removal of the Fire Service, if required under this license/permit, and for restoration of the right-of-way damaged by such 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.

36✓

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 30th day of August, 2004.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]
City Manager

By: [Signature]
Chris Cook

Attest: [Signature]
City Recorder

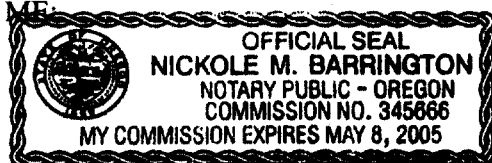
By: [Signature]
Catherine Cook

STATE OF OREGON } ss.

County of Klamath

On the 30th day of August, 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 30th day of August, 2004, personally appeared Christopher T. & Catherine Cook 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: 3/26/07
COUNTY = KLAMATH

60713



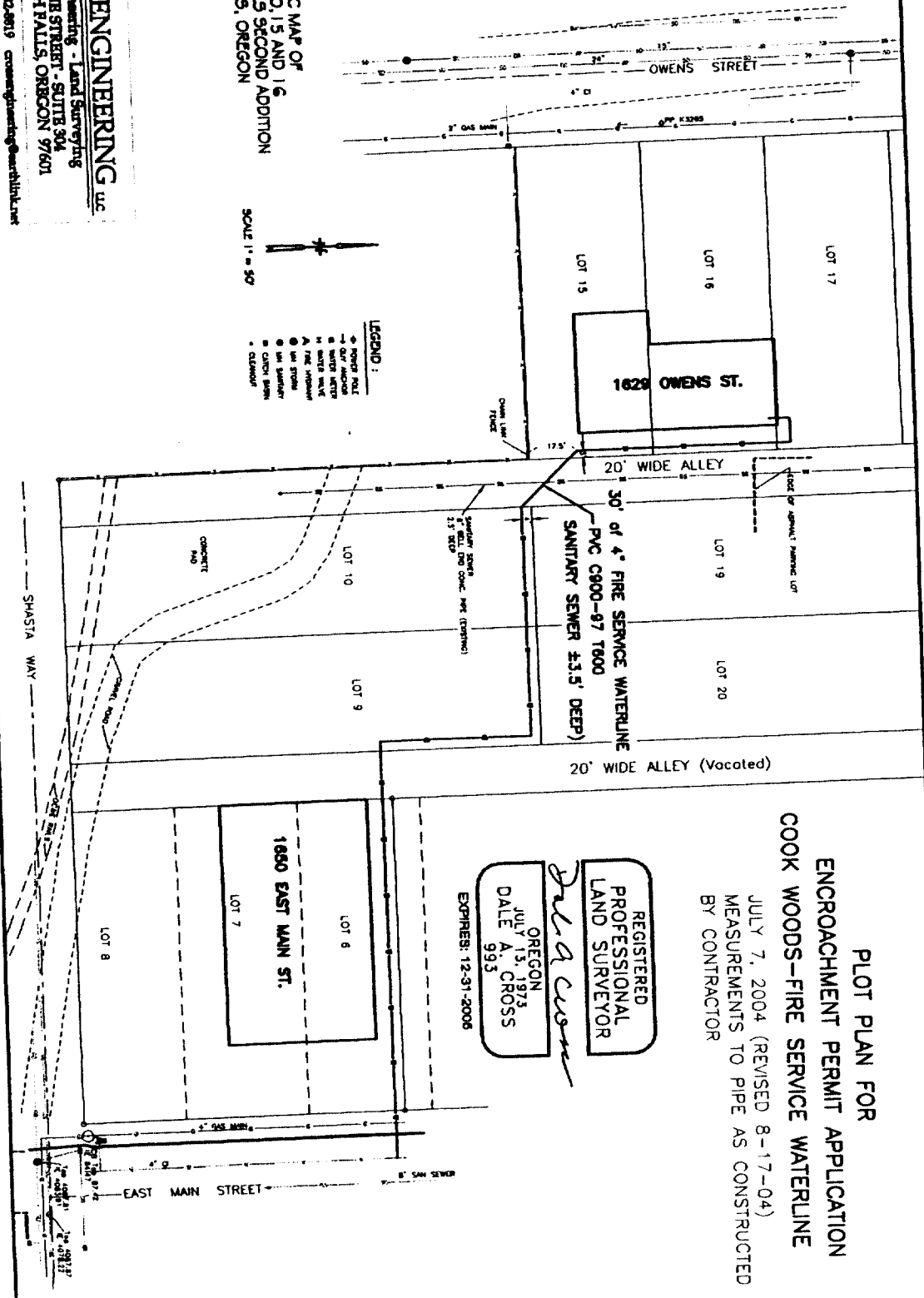
CROSS ENGINEERING LLC
 Civil Engineering - Land Surveying
 409 PINE STREET - SUITE 304
 Klamath Falls, Oregon 97601

(541) 225-7019 Fax: (541) 862-4819 crossengineering@earthlink.net

TOPOGRAPHIC MAP OF
 LOTS 6, 7, 8, 9, 10, 15 AND 16
 OF BLOCK 206 MILLS SECOND ADDITION
 Klamath Falls, Oregon

SCALE 1" = 50'

- LEGEND:**
- POWER POLE
 - 4" WATER MAIN
 - 8" WATER MAIN
 - 12" WATER MAIN
 - 18" WATER MAIN
 - 24" WATER MAIN
 - 30" WATER MAIN
 - 36" WATER MAIN
 - 42" WATER MAIN
 - 48" WATER MAIN
 - 54" WATER MAIN
 - 60" WATER MAIN
 - 66" WATER MAIN
 - 72" WATER MAIN
 - 78" WATER MAIN
 - 84" WATER MAIN
 - 90" WATER MAIN
 - 96" WATER MAIN
 - 102" WATER MAIN
 - 108" WATER MAIN
 - 114" WATER MAIN
 - 120" WATER MAIN
 - 126" WATER MAIN
 - 132" WATER MAIN
 - 138" WATER MAIN
 - 144" WATER MAIN
 - 150" WATER MAIN
 - 156" WATER MAIN
 - 162" WATER MAIN
 - 168" WATER MAIN
 - 174" WATER MAIN
 - 180" WATER MAIN
 - 186" WATER MAIN
 - 192" WATER MAIN
 - 198" WATER MAIN
 - 204" WATER MAIN
 - 210" WATER MAIN
 - 216" WATER MAIN
 - 222" WATER MAIN
 - 228" WATER MAIN
 - 234" WATER MAIN
 - 240" WATER MAIN
 - 246" WATER MAIN
 - 252" WATER MAIN
 - 258" WATER MAIN
 - 264" WATER MAIN
 - 270" WATER MAIN
 - 276" WATER MAIN
 - 282" WATER MAIN
 - 288" WATER MAIN
 - 294" WATER MAIN
 - 300" WATER MAIN



PLOT PLAN FOR
ENCROACHMENT PERMIT APPLICATION
COOK WOODS-FIRE SERVICE WATERLINE
 JULY 7, 2004 (REVISED 8-17-04)
 MEASUREMENTS TO PIPE AS CONSTRUCTED
 BY CONTRACTOR

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
DALE A. CROSS
 OREGON
 JULY 13, 1973
 DALE A. CROSS
 993
 EXPIRES: 12-31-2008

Exhibit "A"

EXHIBIT "B"**REQUIRED CONDITIONS**

1. Indemnify the Grantor, hold the Grantor harmless and covenant not to sue Grantor for any damage or liability that Grantor may cause or incur as a result of maintenance work on the sewer located within the alley, including the possibility of damage to the buildings as a result of damage to the Fire Service.
2. Grantee is responsible for any damage or liability associated with damage to Grantor's sewer as the result of the installation, use or maintenance of the Fire Service.
3. The Fire Service must be disconnected and removed from the public right-of-way if any of the parcels in the immediate area currently owned by Grantee are sold. (The purpose of this requirement is to prevent having multiple property owners on a single fire service connection.)
4. A new fire connection shall be installed to the Owens Street facility, and the encroached service disconnected, prior to the City's anticipated development of Owens Street.