

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Unity Faith Full Gospel
251 Commercial 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 11/10/04 1:40 P m
Vol M04 Pg 77603-05
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 3

REVOCABLE LICENSE & ENCROACHMENT PERMIT

The City of Klamath Falls, Oregon, a municipal corporation (City) and Unity Faith Full Gospel (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 Commercial Street right-of-way in the City of Klamath Falls at 251 Commercial Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing stormwater drainage piping and connecting into the existing catch basin 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, complying with City Planning and building regulations and obtaining a Site Construction Permit from City Engineering;
- 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 drainage piping, for all expenses for removal of the drainage piping, 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 26th day of October, 2004.

CITY OF KLAMATH FALLS

By: [Signature]
City Manager

Attest: [Signature]
City Recorder

GRANTEE

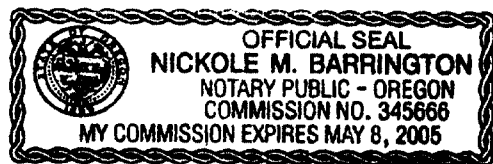
By: [Signature]
Cynthia Jean Postlethwait
Secretary: _____

STATE OF OREGON } ss.

County of Klamath

On the 26th day of October, 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:



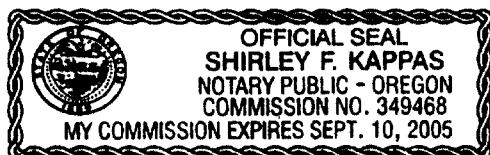
[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.

County of Klamath

On the 25th day of October, 2004, Cynthia Jean Postlethwait personally appeared and being first duly sworn, did say that ~~he~~/she was the representative for the Unity Faith Full Gospel, and that the instrument was signed on behalf of the said company/corporation; and ~~he~~/she acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



[Signature]
Notary Public for Oregon
My Commission Expires: 9-10-05

