

AFTER RECORDING RETURN TO:  
City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

State of Oregon, County of Klamath  
Recorded 11/30/04 11:38 a m  
Vol M04 Pg 82103-16  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

GRANTEE:  
5C, LLC  
1763 Washburn Way  
Klamath Falls, OR 97603

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 5C, LLC (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 right-of-way located near the intersection of Shasta Way and Owens Street in the City of Klamath Falls to the rear of 1659 and 1629 Owens Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing a fence and gates as indicated below 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 construction plans to the City's Public Works Department and shall conform to any modifications or restrictions imposed by the Department, including those in the Memo from Mike Kuenzi dated 6/11/04 attached as Exhibit "B"; and
- 3) Grantee shall be responsible for the maintenance of the fence and the gates, for all expenses for removal of the fence and gates, 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 29<sup>th</sup> day of ~~October~~ November, 2004.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]  
City Manager

By: [Signature]

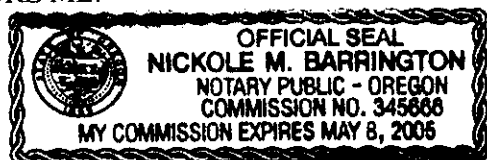
Attest: [Signature]  
City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 19<sup>th</sup> day of November, 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:



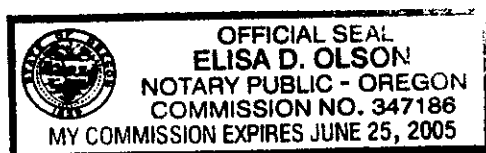
[Signature]  
Notary Public for Oregon  
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.

County of Klamath

On the 29 day of October, 2004, Christopher Cook personally appeared and being first duly sworn, did say that he/she was the representative for said company/corporation, 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.

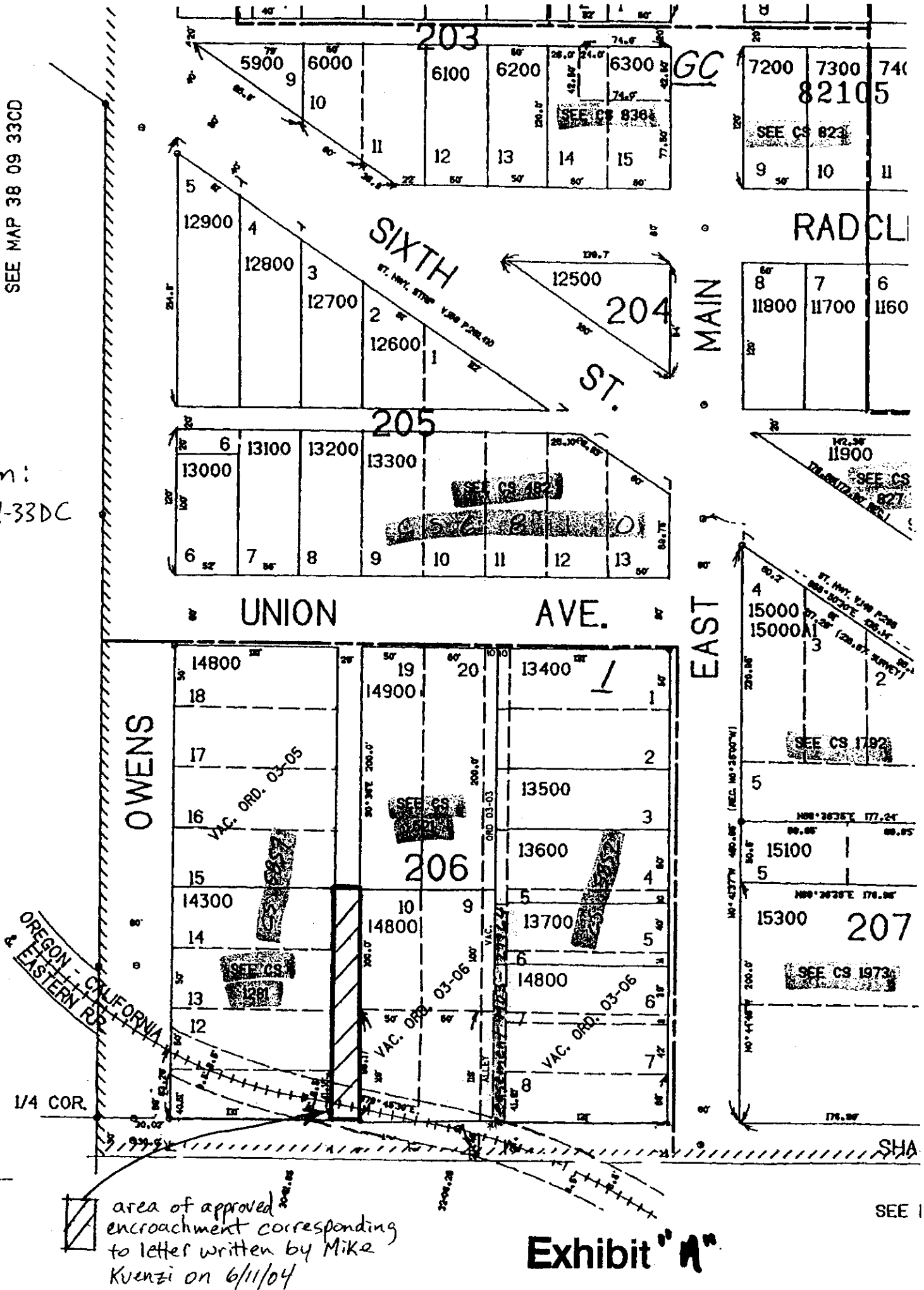
BEFORE ME:



[Signature]  
Notary Public for Oregon  
My Commission Expires: 6-25-05

SEE MAP 38 09 33CD

From:  
38-09-33DC



Encroachment Permit #008-04  
Michael Kuenzi  
6/11/04

This encroachment is approved with the following changes/conditions:

- 1) The north-south fence shall be placed on the applicant's property on the west side of the right-of-way adjacent to north west portion of property 14800. Two double swing gates may be installed across the right-of-way; one shall be located between the southern property boundary of lot 14800 (westerly portion) and the northern property boundary of lot 14800 (the easterly portion) and property 14900; the second gate between the southern boundary of lot 14800 (easterly portion) and southern boundary of lot 14300.
- 2) The gates must be double swing gates to allow City vehicles access down the alley. The minimum width of the opening shall be 16 feet. The City will provide the applicant locks to double lock the gates.
- 3) The gates and any fencing within the right-of-way will be removed if at any time the applicant sells any of the following lots: 14800 and/or 14300.
- 4) At no time will the applicant store any materials in or on the public right-of-way inside the fence line that will impede the City's vehicular access.

A handwritten signature in black ink, appearing to be 'Michael Kuenzi', written in a cursive style.

**Exhibit "B"**