

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

State of Oregon, County of Klamath
Recorded 06/15/05 2:22 p m
Vol M05 Pg 44893-5
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

GRANTEE:

Kari L. Adams
1935 Lexington 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 Kari L. Adams (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 portions of the Prescott Street and Lexington Avenue rights-of-way in the City of Klamath Falls along the westerly and northerly sides of the property at 1935 Lexington Avenue, Klamath Falls, Oregon (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of a four foot high chain link fence and landscaping within the fenced area, 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; and
- 3) Grantee shall be responsible for the maintenance of the chain link fence, for all expenses for removal of the chain link fence, 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 or landscaping within the right-of-way caused by or related to City's legitimate use of the right-of-way.

314

44894

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 6th day of June, 2005.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]
City Manager

By: Kari L. Adams
Kari L. Adams

Attest: [Signature]
City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 6th day of June, 2005, 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: 9-10-05

STATE OF OREGON } ss.

County of Klamath

On the 6th day of June, 2005, personally appeared Kari L. Adams and she acknowledged that said instrument was signed and to be of her voluntary act and deed.

BEFORE ME:



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

ADJUDICATION / FUTURE USE ONLY

Exhibit "A"

