State Of Oregon, County Of Klamath

M05-62927

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Fee: \$31.00

AFTER RECORDING RETURN TO:

City Recorder

500 Klamath Avenue

Klamath Falls, OR 97601

**GRANTEE:** 

Klamath Basin Brewing Inc.
Del Azevedo and Lonnie Clement
1320 Main 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 Klamath Basin Brewing, Inc., (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 Klamath Avenue right-of-way in the City of Klamath Falls behind 1320 Main Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of building a foundation retaining wall system and installing a storm line with clean-out and is subject to the following conditions:

- 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;
- 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 retaining wall and storm line, for all expenses for removal of the retaining wall and storm line, 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 15 day of <u>Queuet</u>, 2005.

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CITY OF KLAMATH FALLS	GRANTEE
By: City Manager	By: James Dollar Title: Vice - Pres 9 10 mer
Attest: City Recorder	~(O).
STATE OF OREGON } ss.	
County of Klamath	
On the 15 day of Quaust Elisa D. Olson, who, each being first duly sworn, did s is the City Recorder of the City of Klamath Falls, an Or was signed on behalf of said municipal corporation; an its voluntary act and deed.	egon municipal corporation, and that the instrument
BEFORE ME:	Miller M. Bassinston
OFFICIAL SEAL NICKOLE M. BARRINGTON NOTARY PUBLIC - OREGON COMMISSION NO. 392235 MY COMMISSION EXPIRES MAY 08, 2009	Notary Public for Oregon My Commission Expires: 5-8-2009
STATE OF OREGON } ss.	)
County of Klamath	
On the 2 day of 2, appeared and being first duly sworn, did say that he/sh Company, and that the instrument was signed on be acknowledged said instrument to be its voluntary act a	chalf of the said company/corporation; and he/she
BEFORE ME:	Clisal Olson
	Notary Public for Oregon
OFFICIAL SEAL ELISA D. OLSON NOTARY PUBLIC - OREGON COMMISSION NO. 392901 MY COMMISSION EXPIRES JUNE 25, 2009	My Commission Expires: 6-25-2009

