

M05-62927

08/26/2005 03:37:36 PM

Of Pages 3 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:

- 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 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 August, 2005.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]
City Manager

By: [Signature]
Title: Vice-President/Owner

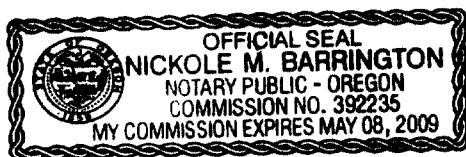
Attest: [Signature]
City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 15 day of August, 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:



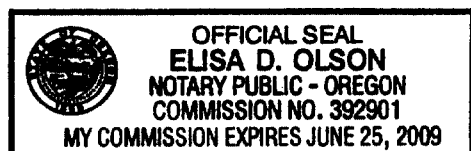
[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2009

STATE OF OREGON } ss.

County of Klamath

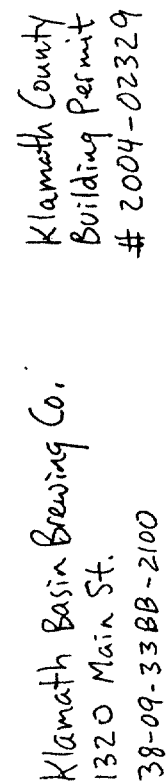
On the 12 day of August, 2005, Lonnie D. Clement personally appeared and being first duly sworn, did say that he/she was the representative for Klamath Basin Brewing Company, and that the instrument was signed on behalf of the said company/corporation; and he/she acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



[Signature]
Notary Public for Oregon
My Commission Expires: 6-25-2009

Klamath Ave.



Klamath Basin Brewing Co.
1320 Main St.
38-09-33 BB-2100