

Returned @ Counter

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

GRANTEE:
5C, LLC
1650 E. Main Street
Klamath Falls, OR 97601

GRANTOR:
City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

2007-015110
Klamath County, Oregon



00030043200700151100020026

08/27/2007 02:04:25 PM

Fee: \$26.00

2007-016038
Klamath County, Oregon



00031172200700160380030036

09/12/2007 02:53:13 PM

Fee: \$31.00

This document is being re-recorded to add Exhibit "A," which was omitted in the revocable license recorded on 8/27/2007 in the records of Klamath County at 2007-015110.

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 located behind the E. Main Street right-of-way in the City of Klamath Falls at 1650 E. Main Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of constructing an auger tube to transport the BBQ smoker chips from the Owens Street Property to the bagging facility across the alley 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, including obtaining a \$75.00 site construction permit for City monitoring the improvements in the alley to protect the City's utilities in the alley; Grantor also needs to clean the alley of all wood scraps that are currently being stored there and to maintain the alley free of such scraps and debris; and
- 3) Grantee shall be responsible for the maintenance of the auger for all expenses for removal of the auger, 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

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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 20 day of August, 2007.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]
City Manager

By: [Signature]
5C, LLC
(Representative)

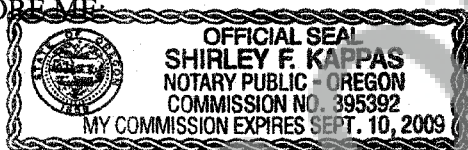
Attest: [Signature]
City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 20th day of August, 2007, 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: 9-10-09

STATE OF OREGON } ss.

County of Klamath

On the 20th day of August, 2007, Christopher Cook personally appeared and being first duly sworn, did say that he/she was the representative for 5C, LLC, 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:



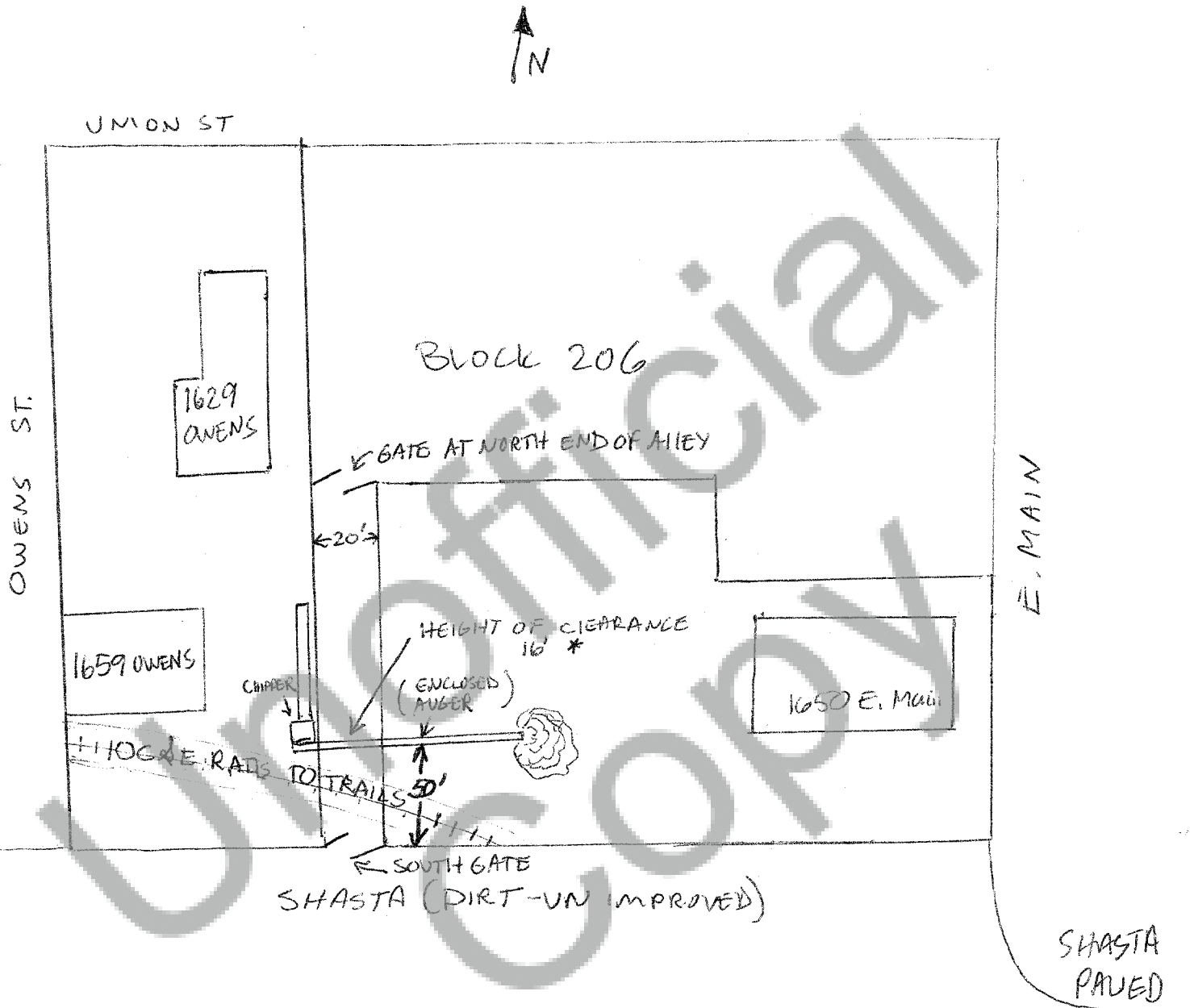
[Signature]
Notary Public for Oregon
My Commission Expires: 9-10-09

ONE-SHEET PLOT PLAN

(Illustrate the proposed structure encroachment)

Drawn by: Chris Cook Date: 7-27-07 Scale: _____

1. List all dimensions: distance to property lines, curbs, sidewalks.
2. Dimension **ALL WORK**.
3. Show main building with address.
4. Lettering shall be legible (line work shall be drawn with a straight edge).
5. List street names.
6. North arrow.
7. List or identify materials of encroached structure.
8. Computer generated drawings may be submitted on a separate 8 1/2"x14" sheet.



* 13'-6" Typical street legal semitruck tractor-trailer

Please call with any questions. 273-0925 M-Friday 9-5pm