

2007-016929

Klamath County, Oregon



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09/27/2007 01:53:44 PM

Fee: \$31.00

AFTER RECORDING RETURN TO:

CI

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

GRANTEE:

Nabil M. Taha  
250 Main Street  
Klamath Falls, OR 97601

GRANTOR:

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

Returned @ Counter

### REVOCABLE LICENSE & ENCROACHMENT PERMIT

The City of Klamath Falls, Oregon, a municipal corporation (City) and Nabil M. Taha (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 to the southeast of Main Street in the right-of-way of the City of Klamath Falls located at the rear of 230, 240 and 270 Main Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing concrete landing pads at back door of each address in 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; and
- 3) Grantee shall be responsible for the maintenance of the concrete pad and for all expenses for removal of the concrete pad, 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 14<sup>th</sup> day of September, 2007.

CITY OF KLAMATH FALLS

By: [Signature]  
City Manager

GRANTEE  
X [Signature] in presence of Notary  
By: [Signature]  
Nabil X Taha

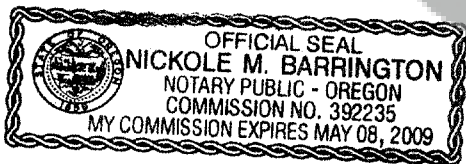
Attest: [Signature]  
City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 17<sup>th</sup> day of September, 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:



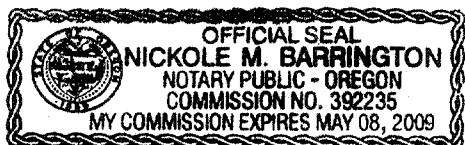
[Signature]  
Notary Public for Oregon  
My Commission Expires: 5-8-2009

STATE OF OREGON } ss.

County of Klamath

On the 14<sup>th</sup> day of September, 2007, personally appeared Nabil X Taha and he acknowledged that said instrument was signed and to be of his voluntary act and deed.

BEFORE ME:



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

Exhibit A

# ONE-SHEET PLOT PLAN

(Illustrate the proposed structure encroachment)

REFER TO 8/11/06 ORIGINAL

Drawn by: JOE ZIMMERMANN Date: 3/19/07 Scale: NOT TO 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. *STEEL (REMOVABLE IF NECESSARY)*
8. Computer generated drawings may be submitted on a separate 8 1/2"x14" sheet.

