

2007-017757

Klamath County, Oregon



10/12/2007 03:49:37 PM

Fee: \$31.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Audrey Mathews
38038 Modoc Point Road
Chiloquin, OR 97624

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 Audrey E. Mathews (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 Pacific Terrace and Auburn Street rights-of-way in the City of Klamath Falls at 443 Pacific Terrace (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of landscaping and constructing retaining walls 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; the retaining walls shall be placed behind street curbs;
- 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 acknowledge that City snow-plowing operations within the rights-of-way may damage the retaining walls due to their proximity to the streets; Grantee shall be responsible for the maintenance of the landscaping and retaining wall, for all expenses for removal of the landscaping and retaining wall, 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 5th day of October, 2007.

CITY OF KLAMATH FALLS

GRANTEES

By: [Signature]
City Manager

Signed for By Daughter Wendy Mathews Millard
(Power of Attorney for Audrey E. Mathews)

Attest: [Signature]
City Recorder

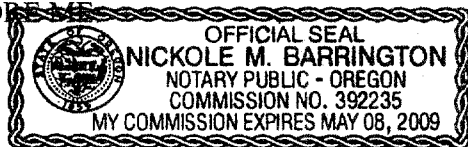
[Signature] POA
Wendy Mathews Millard

STATE OF OREGON } ss.

County of Klamath

On the 12th day of October, 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:



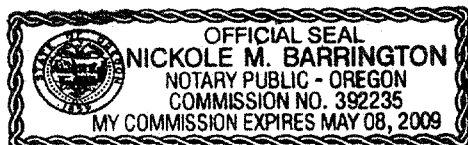
[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2009

STATE OF OREGON } ss.

County of Klamath

On the 5th day of October, 2007, personally appeared Wendy Mathews Millard Power of Attorney for Audrey E. Mathews and she acknowledged that said instrument was signed and to be of their voluntary act and deed.

BEFORE ME:



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

