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

GRANTEE:
Russell A. and Sandra M. Dunn
926 Newcastle
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 Russell A. Dunn & Sandra M. Dunn (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 a City sewer easement in the City of Klamath Falls located at the rear (westerly property line) of 1460 Ridgecrest Drive (described as Lot 3, Block 6, Nob Hill Subdivision, Tract 1145, map and tax lot number R-3809-020DA-05200-000, all as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing a rock retaining wall not to exceed four feet (4') in height 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 rock retaining wall and for all expenses for removal of the rock 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 3rd day of July, 2008.

CITY OF KLAMATH FALLS   GRANTEE

By: _____   By: _____
        City Manager   Russell A. Dunn

Attest: _____   By: _____
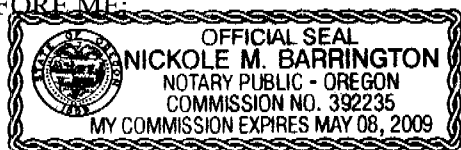   Deputy City Recorder   Sandra M. Dunn

STATE OF OREGON   } ss.

County of Klamath

On the 3rd day of July, 2008, personally appeared Jeffrey D. Ball and Shirley Kappas, who, each being first duly sworn, did say that the former is the City Manager and the latter is the Deputy 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.
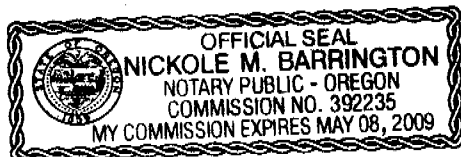
BEFORE ME:

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 3rd day of July, 2008, personally appeared Russell A. Dunn and Sandra M. Dunn and they acknowledged that said instrument was signed and to be of their voluntary act and deed.
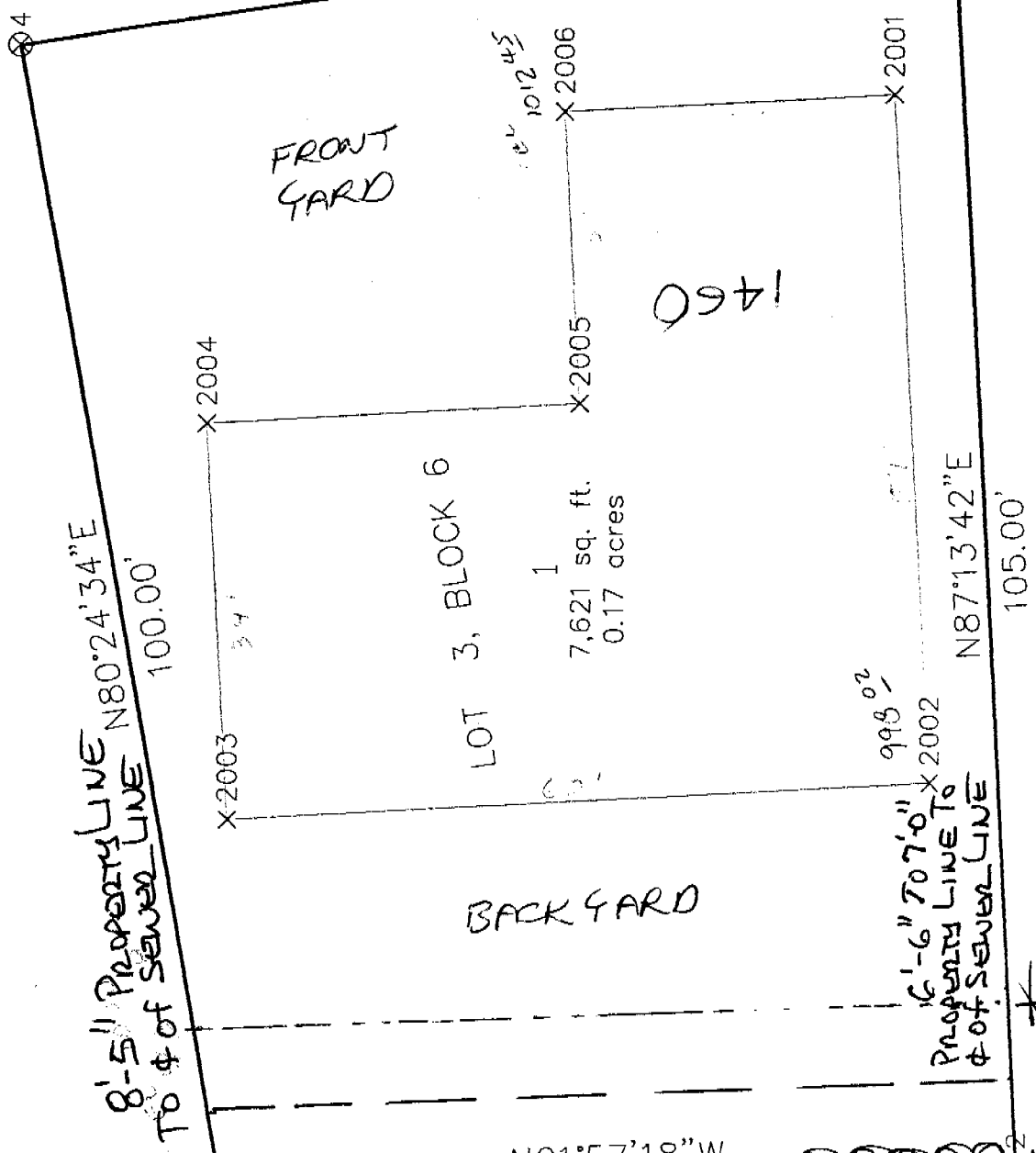
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RIDGECREST DR.

FL ELEV
1015.9°

L=80.00
R=670.00
Δ=6°50'30"
N06°10'10"W 79.96

FL ELEV 1011.0
5/8" IR

4

1

FRONT YARD

FL ELEV 1012.45

×2006

×2001

×2004

1460

×2005

8'-5" Property Line
To ₵ of Sewer Line
N80°24'34"E
100.00'

LOT 3, BLOCK 6

1
7,621 sq. ft.
0.17 acres

N87°13'42"E
105.00'

34'

×2003

998.02

×2002

6'-6" 707'0"
Property Line To
₵ of Sewer Line

BACK YARD

16'0" EASEMENT

NEW STONE LANDSCAPE
WALL @ PROPERTY LINE
NOT TO EXCEED 4'-0"

N01°57'18"W
67.95'

Exhibit "A"