

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2008-014211**Klamath County, Oregon**

00054840200800142110030034

GRANTEE:

Laugsand La Vern T Trustee & Laugsand Norma Fran Trustee
& Laugsand Family Trust
2910 Foothill Blvd
Grants Pass, OR 97526

10/16/2008 02:35:10 PM

Fee: \$31.00

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 Laugsand La Vern T Trustee & Laugsand Norma Fran Trustee & Laugsand Family Trust, (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 right-of-way in the City of Klamath Falls at 3435 Washburn Way (TWP 39 RNGE 9, BLOCK SEC 10 TRACT POR SW4NW4, ACRES 0.50) (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of the continued placement of the existing monument sign for Red's Backwoods BBQ 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
- 3) Grantee shall be responsible for the maintenance of the sign and for all expenses for removal of the sign, 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 10th day of September, 2008.

CITY OF KLAMATH FALLS

By: [Signature]
City Manager

Attest: [Signature]
City Recorder

GRANTEE

By: [Signature]
Vern F. Laugsand

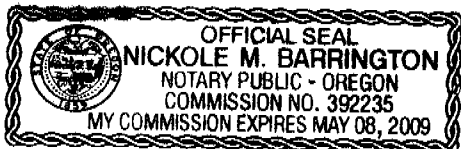
By: [Signature]
Norma F. Laugsand

STATE OF OREGON)
) ss.
County of Klamath)



On the 10th day of September, 2008, 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:



STATE OF OREGON)
) ss.
County of Josephine)

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

On the 2nd day of October, 2008, personally appeared Vern and Norma Laugsand as Trustees of the Laugsand Family Trust and they acknowledged that said instrument was signed and to be of their voluntary act and deed.

BEFORE ME:

[Signature]
Notary Public for Home Valley Bank
My Commission Expires: Nov. 5, 2011

ONE-SHEET PLOT PLAN

(Illustrate the proposed structure encroachment)

Drawn by: Pam Lee Rev: J100 Date: 9-2-08 Scale: NTS

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" x 11" sheet.

