

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**2009-005126**

Klamath County, Oregon



00064155200900051260030032

04/13/2009 02:56:30 PM

Fee: \$31.00

**GRANTEE:**

Antonio & Sarah Cobian  
3402 Lindberg Street  
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 Antonio and Sarah Cobian (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 Lindberg Street right-of-way in the City of Klamath Falls at 3402 Lindberg (Lots 7 and 8, Block 19 of Chelsea Addition, Klamath County, Oregon as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of permitting the already existing carport and garage 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; the City Public Works/Engineering Division will require removal of the two encroachments from the public right-of-way in the event the carport or garage are reconstructed or added to or in the event the roadway is improved with sidewalks or curbs and gutters; and
- 3) Grantee shall be responsible for the maintenance of the existing carport and garage and for all expenses for removal of the existing carport and garage, 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 30th day of March, 2009.

CITY OF KLAMATH FALLS

By: [Signature]  
City Manager

Attest: [Signature]  
City Recorder

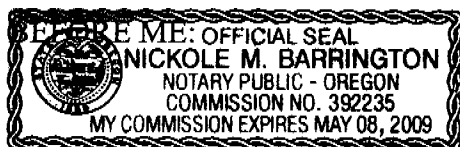
GRANTEES

By: [Signature]  
Antonio Cobian

By: [Signature]  
Sarah Cobian

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 30th day of March, 2009, 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.



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

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 30th day of March, 2009, personally appeared Antonio and Sarah Cobian and they 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: 9-10-09

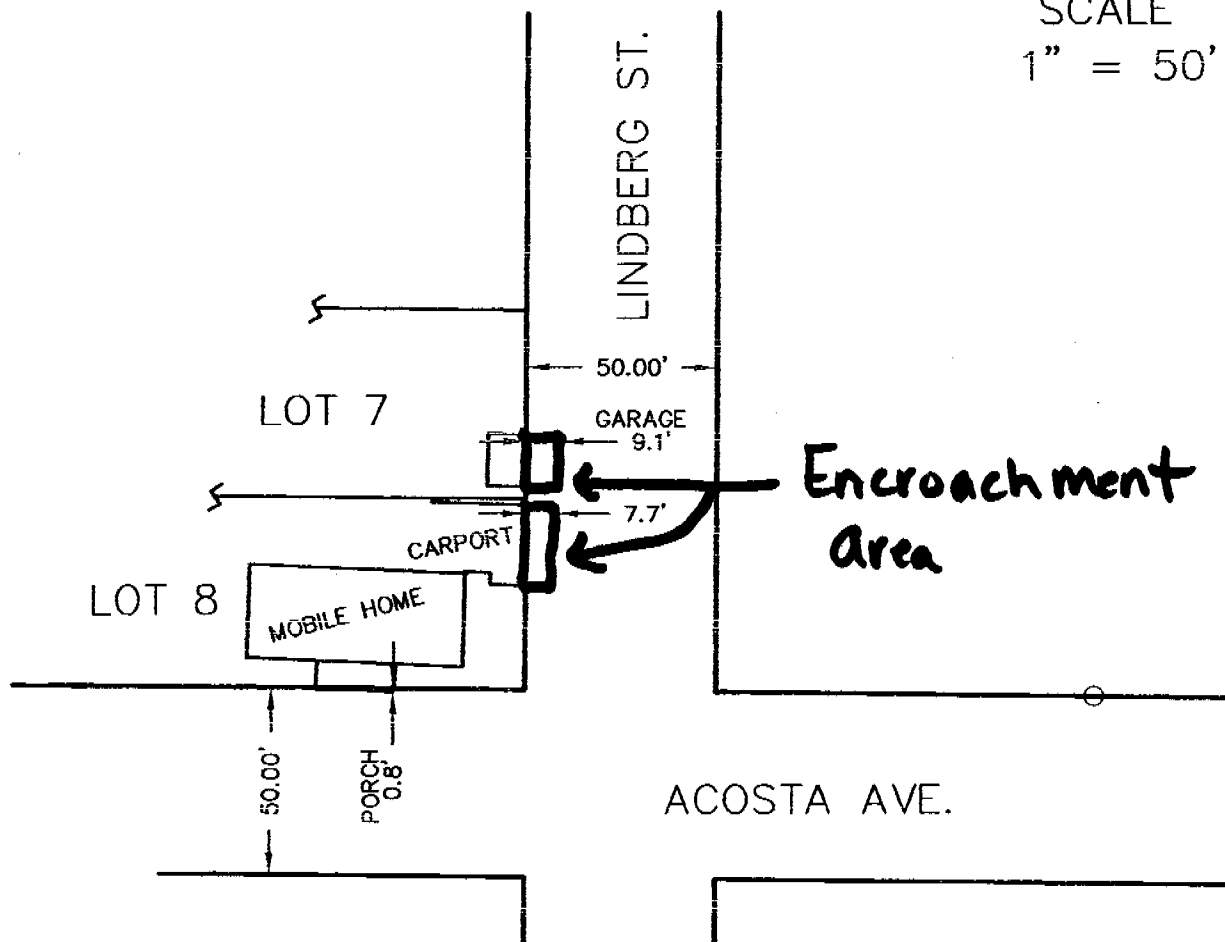


# EXHIBIT MAP

RIGHT-OF-WAY ENCROACHMENTS  
LOT 7, AND LOT 8, BLOCK 19,  
OF CHELSEA ADDITION TO  
KLAMATH FALLS, OREGON  
SITUATED IN THE E1/2,  
OF THE NE1/4 OF SECTION 19,  
T38S, R9E, W.M.



SCALE  
1" = 50'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Keith R. Rhine*

OREGON  
JULY 11, 2000  
KEITH R. RHINE  
58985

RENEWAL DATE: 12-31-10

**R-C**  
RHINE-CROSS  
GROUP

RHINE-CROSS GROUP LLC

ENGINEERING - SURVEYING - PLANNING  
112 N. 5TH ST. STE 200 PO BOX 909  
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405

Fax: (541) 273-9200

admin@rc-grp.com

Exhibit "A"