

2009-010620

Klamath County, Oregon



08/06/2009 03:42:01 PM

Fee: \$31.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEES:

Maury and Denise Vallier
2502 California Avenue
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 Maury and Denise Vallier (Grantees) for and in consideration of the covenants and conditions hereinafter set forth, agree as follows:

City hereby gives and grants to Grantees, their successors and assigns, upon the terms and subject to the conditions hereinafter set forth, non-exclusive permission to encroach upon a portion of the Mt. Pitt Street right-of-way in the City of Klamath Falls at 2502 California Avenue (Lot 10, Block 13, Buena Vista Subdivision, Klamath County, Oregon), as shown on the attached map Exhibit "A." This license/permit is granted for the limited purpose of installing and maintaining a 3 ½ foot vinyl fence (plus landscaping within the fenced area) and is subject to the following conditions:

- 1) Grantees shall comply with all relevant local, state and federal regulations pertaining to Grantees' use of the area, including but not limited to, City Planning and building regulations;
- 2) Grantees 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) Grantees shall be responsible for the maintenance of the vinyl fence and for all expenses for removal of the vinyl fence, if required under this license/permit, and for restoration of the right-of-way damaged by maintenance or removal.

Grantees agree 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.

Grantees 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 Grantees' 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, Grantees 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. Grantees agree 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 20th day of July, 2009.

CITY OF KLAMATH FALLS

By: [Signature]
City Manager

Attest: Shirley Kappas
(Deputy) City Recorder

GRANTEES

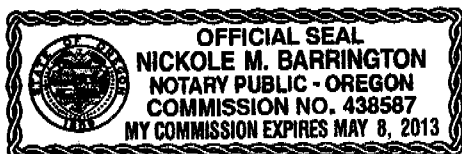
By: [Signature]
Maury Vallier

By: [Signature]
Denise Vallier

STATE OF OREGON)
) ss.
County of Klamath)

On the 21st day of July, 2009, personally appeared Jeffrey D. Ball and ~~Elisa D. Olson~~ Shirley Kappas (Deputy), 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:

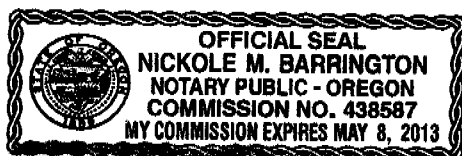


Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2013

STATE OF OREGON)
) ss.
County of Klamath)

On the 20th day of July, 2009, personally appeared Maury and Denise Vallier and they acknowledged that said instrument was signed and to be of their voluntary act and deed.

BEFORE ME:



Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2013

ONE-SHEET PLOT PLAN

Drawn by: Denise Vallier Date: 6-2-09 Scale: ?

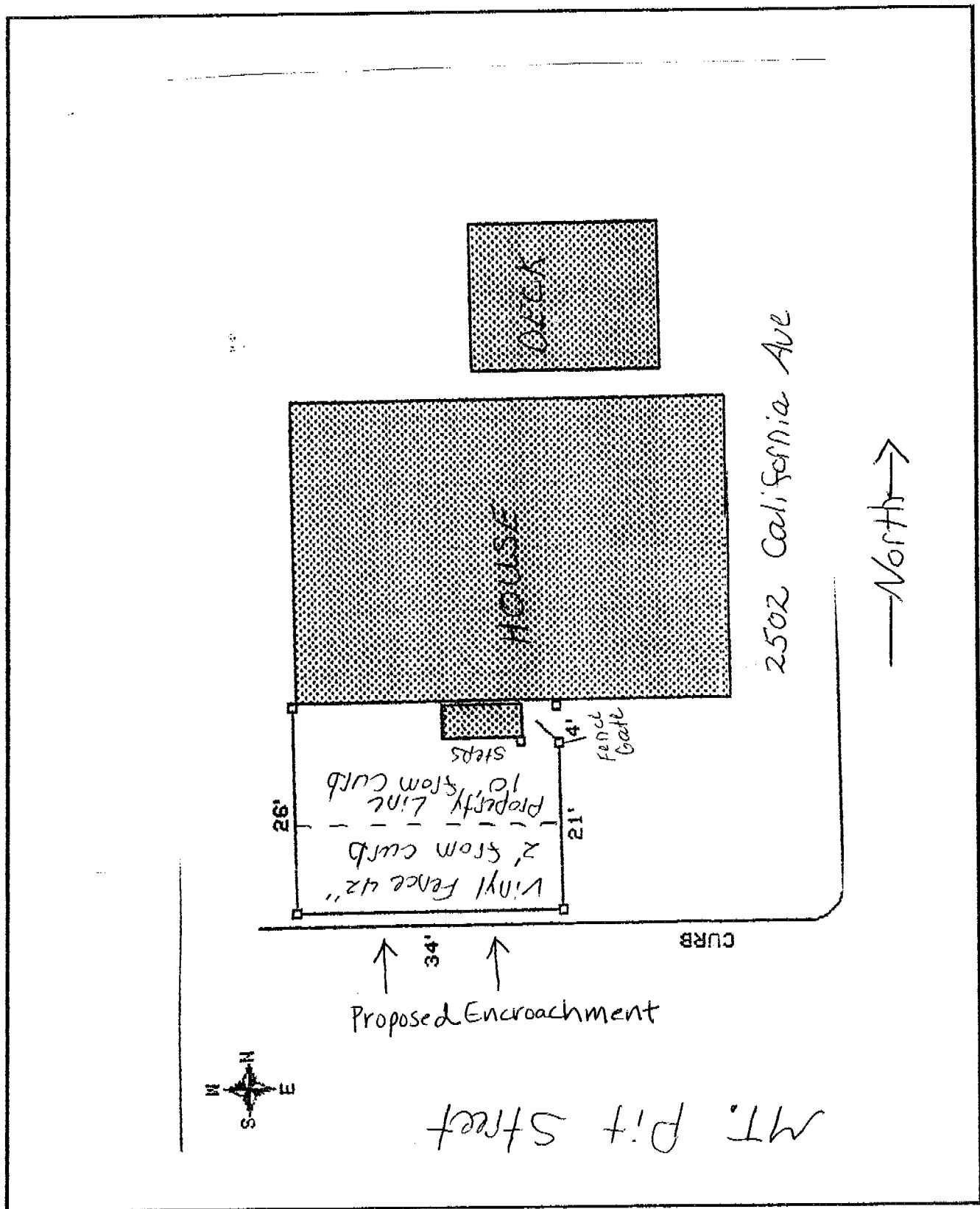


Exhibit "A"