

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601



00096668201100015890030033

02/10/2011 11:34:47 AM

Fee: \$47.00

**GRANTEE:**

School District #1  
475 South Alameda  
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 School District #1 (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 California Avenue right-of-way in the City of Klamath Falls at 1700 California Avenue (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of covering the existing private stormline found within the California Avenue 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; follow requirements, as per agreed upon in the Conger School California Avenue Improvements Plan (contained in City Engineering Master Plan File #269510); and
- 3) Grantee shall be responsible for the maintenance of the existing stormline and for all expenses for removal of the existing line, 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 25 day of January, 2011.

CITY OF KLAMATH FALLS

GRANTEE - SCHOOL DISTRICT #1

By: [Signature]  
City Manager

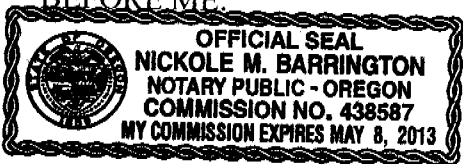
By: [Signature]  
Name: Paul Hillier  
Title: Superintendent

Attest: [Signature]  
City Recorder

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 31st day of January, 2011, personally appeared Rick Whitlock 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:

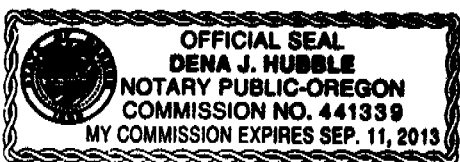


[Signature]  
Notary Public for Oregon  
My Commission Expires: 5-8-2013

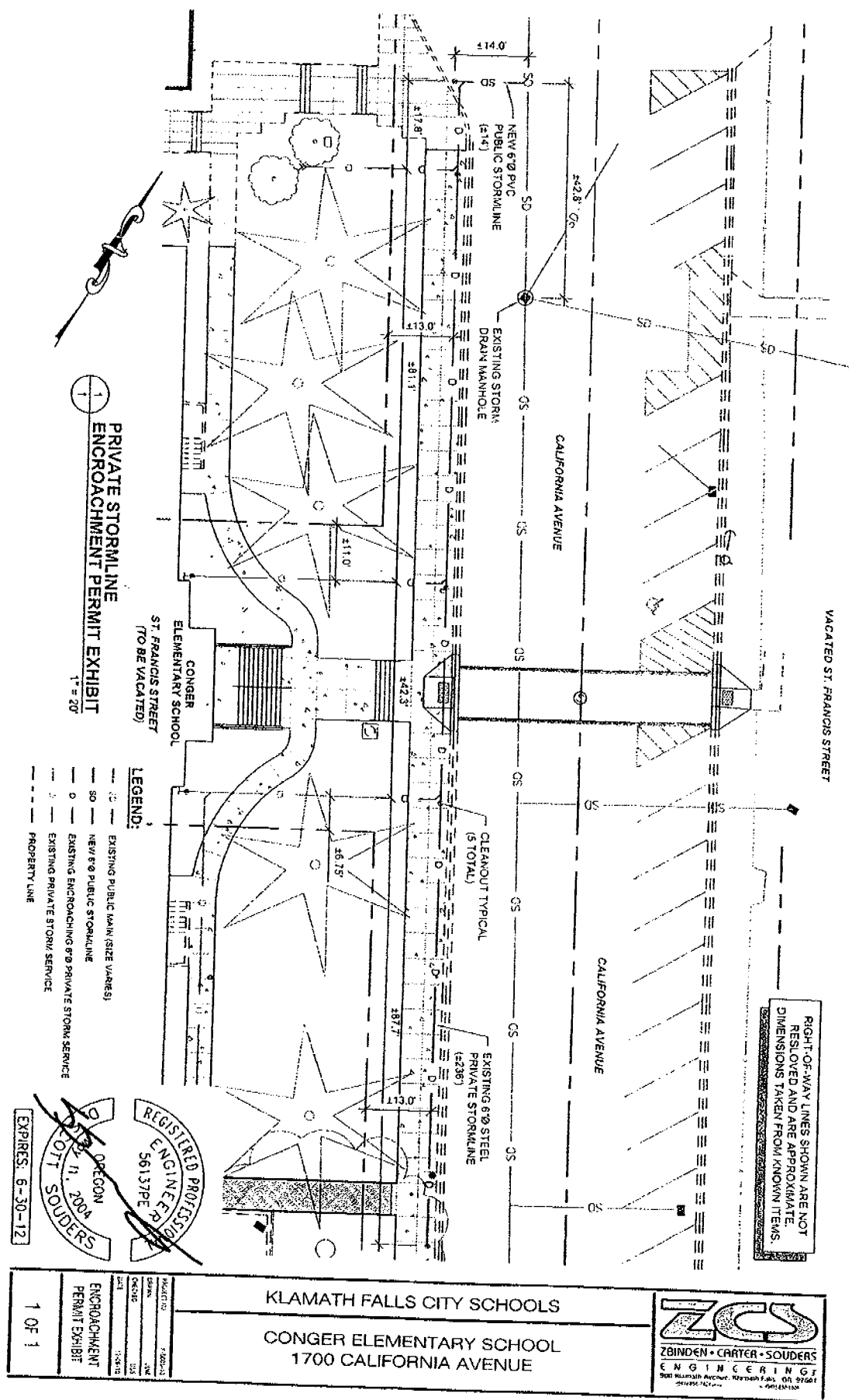
STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 25th day of January, 2011, personally appeared Paul Hillier, who, being first duly sworn, did acknowledge that he/she is the Superintendent of the School District #1, that the foregoing instrument was signed on behalf of the School District #1, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

BEFORE ME:



[Signature]  
Notary Public for Oregon  
My Commission Expires: 9/11/13



1  
**PRIVATE STORMLINE  
 ENCROACHMENT PERMIT EXHIBIT**  
 1" = 20'

- LEGEND:**
- EXISTING PUBLIC MAIN (SIZE VARIES)
  - NEW 60" PUBLIC STORMLINE
  - EXISTING ENCROACHING 60" PRIVATE STORM SERVICE
  - EXISTING PRIVATE STORM SERVICE
  - PROPERTY LINE

RIGHT-OF-WAY LINES SHOWN ARE NOT  
 RESOLVED AND ARE APPROXIMATE.  
 DIMENSIONS TAKEN FROM KNOWN ITEMS.

REGISTERED PROFESSIONAL ENGINEER  
 56137PE  
 DATE: 11.2004  
 D. J. SOUTERS  
 EXPIRES: 6-30-12

<b>ZCS</b> ZBINDEN • CARTER • SOUTERS ENGINEERING <small>300 Klamath Avenue, Klamath Falls, OR 97601          531-882-4200 • 905-621-1500</small>		<b>KLAMATH FALLS CITY SCHOOLS</b> <b>CONGER ELEMENTARY SCHOOL</b> <b>1700 CALIFORNIA AVENUE</b>	PROJECT NO: 7-0001-3 DRAWN: JMC CHECKED: JSS DATE: 10-08-04	<b>ENCROACHMENT PERMIT EXHIBIT</b> 1 OF 1
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Exhibit A