



00099626201100041230030033

03/29/2011 02:20:44 PM

Fee: \$47.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Life Community Church
937 Washington Street
Klamath Falls, OR 97601

GRANTOR:

City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

Returned to County

REVOCABLE LICENSE & ENCROACHMENT PERMIT

The City of Klamath Falls, Oregon, a municipal corporation (City) and Life Community Church (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 10th Street right-of-way in the City of Klamath Falls at 937 Washington Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing a 2'x2' Cement Collar with a Back Check Valve, necessary for the sewer mainline service 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 check valve and for all expenses for removal of the check valve, if required under this license/permit, and for restoration of the right-of-way damaged by maintenance or removal.

Grantor shall bear the cost for recording this Encroachment Permit.

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 17th day of March, 2011.

CITY OF KLAMATH FALLS

By: [Signature]
City Manager

Attest: [Signature]
City Recorder

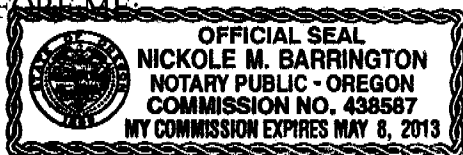
LIFE COMMUNITY CHURCH

[Signature]
Harvey M. Buckle

STATE OF OREGON)
) ss.
County of Klamath)

On the 17th day of March, 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:

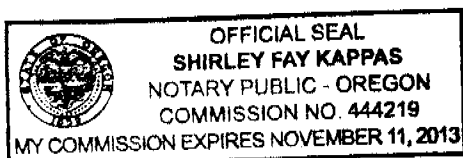


[Signature]
Notary Public for Oregon
My Commission Expires: 5-8-2013

STATE OF OREGON)
) ss.
County of Klamath)

On the 16th day of March, 2011, Harvey Buckle as Pastor for the Life Community Church personally appeared and he acknowledged that the foregoing instrument was signed by him and he has full authority to do so on behalf of Life Community Church and is their voluntary act and deed.

BEFORE ME:



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

