

2012-001057

Klamath County, Oregon



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01/31/2012 02:46:38 PM

Fee: \$47.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Carol S. Hartley
3540 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 (Grantor), an Oregon municipal corporation (hereinafter referred to as City) and Carol S. Hartley (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 3540 Lindberg Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of building a deck & carport 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; (such restrictions are, due to the close proximity of the carport posts at the edge of the street pavement, reflective delineators will need to be placed at those two specific locations, prior to approval of the encroachment permit); and
- 3) Grantee shall be responsible for the maintenance of the deck & carport and for all expenses for removal of the deck & carport, 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. Grantee waives all rights to recover from City for any damages due to

snowplowing/snow removal, as they have been made aware of the potential damages to personal property that may arise from placing the structure(s) so close to the travel lane of the street.

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 19th day of January, 2012.

CITY OF KLAMATH FALLS

CAROL S. HARTLEY

By: [Signature]
City Manager

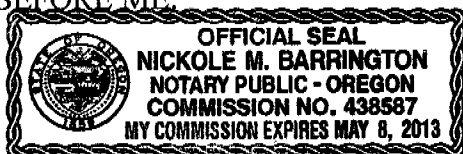
By: Carol S. Hartley
Property Owner

Attest: [Signature]
City Recorder

STATE OF OREGON)
) ss.
County of Klamath)

On the 19th day of January, 2012, 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:

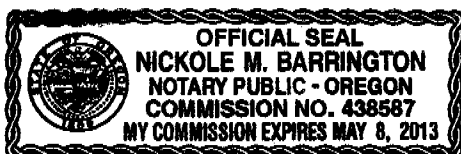


Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2013

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on the 17th day of January, 2012 by Carol S. Hartley.

BEFORE ME:



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

Exhibit A

