AFTER RECORDING RETURN TO:

City Recorder 500 Klamath Avenue Klamath Falls, OR 97601



02/15/2012 01:05:23 PM

Fee: \$47.00

GRANTEE:

JELD-WEN, Inc. 3250 Lakeport Blvd. 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 JELD-WEN, Inc. (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 Harbor Isles Boulevard right-of-way in the City of Klamath Falls at 601 Harbor Isles Boulevard (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of allowing the already existing wood signs for the Harbor Isles Golf Course 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;
- Grantee shall submit the as-built design 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 wood signs and for all expenses for removal of the wood signs, 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, to the extent caused by Grantee's active or passive negligence growing out of Grantee's use 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 12 day of January, 2012.

CITY OF KLAMATH FALLS	GRANTEE – JELD-WEN, INC.
By: City Manager	By: Name: Jeff Woolworth
Attest: City Recorder	Title: Real Estate Specialist
STATE OF OREGON)) ss.	
County of Klamath)	
On the 30th day of	
On the Lath day of anuary, 2012, personally appeared Jeff Woolworth, who, being first duly sworn, did acknowledge that he is the least estate of JELD-WEN, Inc., that the foregoing instrument was signed on behalf of JELD-WEN, Inc., that he is authorized to execute	
this instrument and that this instrument is the voluntary act and deed of that entity.	
BEFORE ME:	Otary Public for Olegon
	y Commission Expires: 3-17-2014

COMMISSION NO. 447577

MY COMMISSION EXPIRES MARCH 17, 2014

