



00124295201200102160030032

09/14/2012 03:55:04 PM

Fee: \$47.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

HWN-KF's Antarctica, LLC  
PO Box 489  
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 HWN-KF's Antarctica, LLC (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 Spring Street right-of-way in the City of Klamath Falls at 661 South Spring Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of allowing installation of a concrete loading dock 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;
- 3) Grantee is required to obtain a Site Construction Permit for conducting work within the public right-of-way and the dock shall not conflict or impede with traffic movement; and
- 4) Grantee shall be responsible for the maintenance of the concrete loading dock and for all expenses for removal of the concrete dock, 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 4th day of ~~August~~ September, 2012.

CITY OF KLAMATH FALLS

HWN-KF's ANTARCTICA, LLC

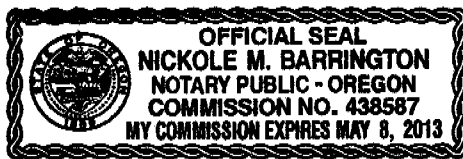
By: [Signature]  
City Manager  
Attest: [Signature]  
City Recorder

By: [Signature]  
Print Name/Title: GREGG L. AYERS JR.  
Pub. Operator

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 4th day of ~~August~~ September, 2012, personally appeared Jim Hunter 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:

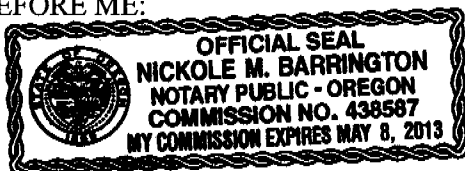


[Signature]  
Notary Public for Oregon  
My Commission Expires: 5-8-2013

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 4th day of ~~August~~ September, 2012, personally appeared GREGG L. AYERS JR., who, being first duly sworn, did acknowledge that he is the operator of HWN-KF's Antarctica, LLC, that the foregoing instrument was signed on behalf of HWN-KF's Antarctica, LLC, that he 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: 5-8-2013

# KF ANTARCTICA LOADING DOCK ENCROACHMENT EXHIBIT

A PARCEL OF LAND LOCATED IN THE SW 1/4 NW 1/4 OF  
SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M.,  
KLAMATH COUNTY, OREGON  
JUNE 2012



1"=20'

## LEGEND:



WATER/FIRE VAULT



WATER METER



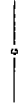
POWER METER



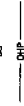
POWER POLE



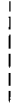
SEWER MANHOLE



GAS LINE



SANITARY SEWER LINE



OVERHEAD POWER LINE



EXISTING CONCRETE EDGE



PROPERTY LINE



NEW CONCRETE LOADING DOCK AREA

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Marcus D. Cross*

OREGON  
JULY 6, 2010  
MARCUS D. CROSS  
55506PLS

EXPIRES: 12-31-2013

JOB #1224

**R-C RHINE-CROSS GROUP LLC**  
ENGINEERING - SURVEYING - PLANNING  
112 N. 5TH ST. SUITE 200 - P.O. BOX 909  
KLAMATH FALLS, OREGON 97601  
Phone: (541) 851-9405 Fax: (541) 273-9200

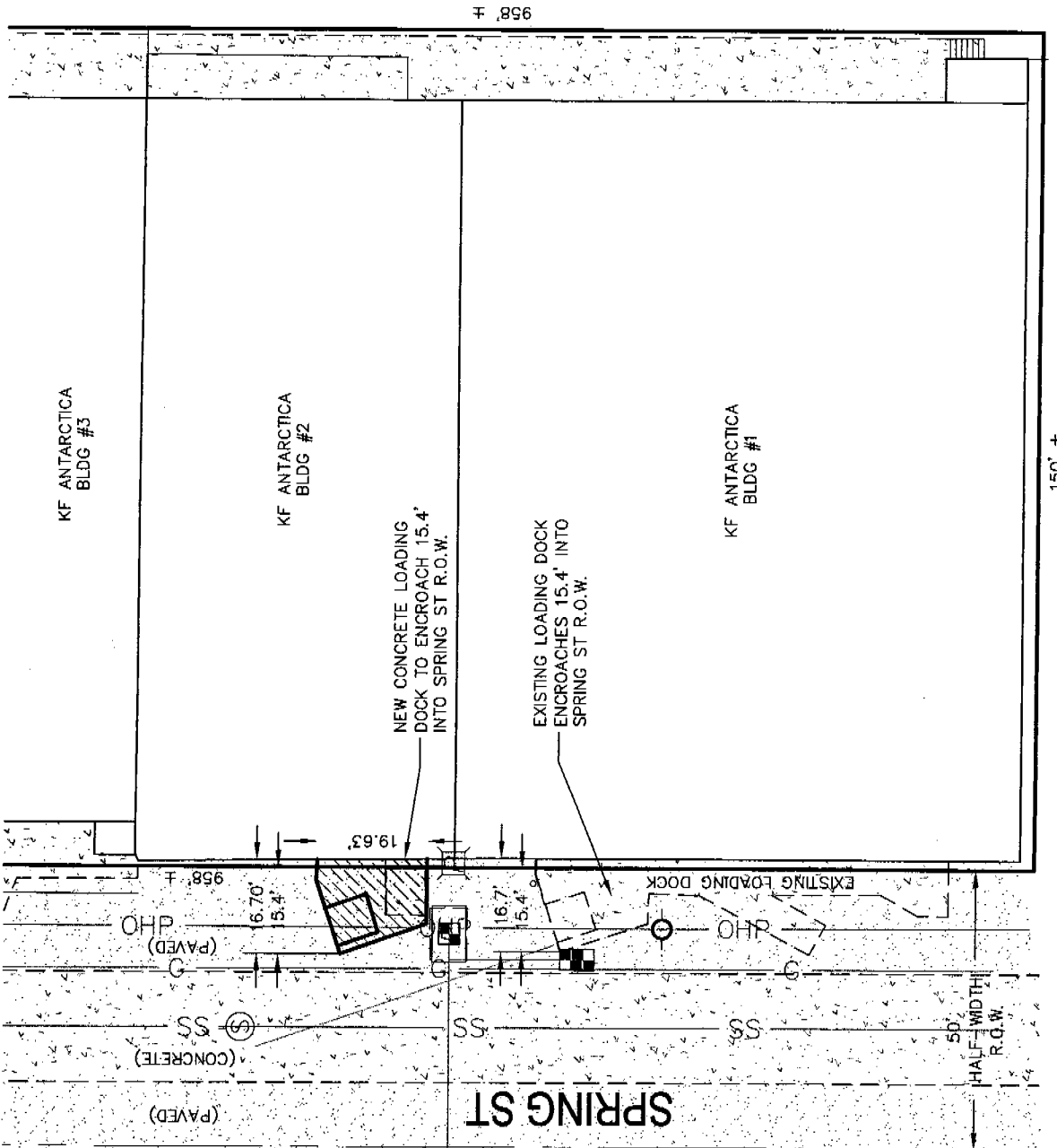


Exhibit A