



00141369201300097330040040

08/26/2013 09:42:00 AM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEES:

George C., Jr. and Joy L. Merhoff
2527 Fairway Drive
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 George C., Jr. and Joy L. Merhoff (Grantees) 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 Fairway Drive right-of-way in the City of Klamath Falls at 2527 Fairway Drive (as shown on the attached maps Exhibit "A"). This license/permit is granted for the limited purpose of installing and maintaining a swimming pool 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 as: must call for a utility locate; adhere to the minimum distances as follows: North end of Pool, nothing less than 36-inches from the west edge of the sewer main to the pool wall/shell and on the South end of the Pool, nothing less than 24-inches from the west edge of the sewer main to the pool wall/shell and nothing less at any point between these two locations as all shown on the attached sketch; allow City inspectors to monitor the work in and around the sewer easement area; and obtain a site construction permit (required); and
- 3) Grantee shall be responsible for the maintenance of the swimming pool and for all expenses for removal of the swimming pool, if required under this license/permit, and for restoration of the right-of-way. Due to the close proximity of the pool with the existing sewer main, the City will not be responsible for any damage to the pool as a result of either the operation of the sewer main or as a result of work that has to be performed on the sewer main or related appurtenances.

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.

23rd IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day of August, 2013.

CITY OF KLAMATH FALLS

GRANTEES:

By: _____

City Manager

Attest: _____

City Recorder

By: _____

George C. Merhoff, Jr.

By: _____

Joy L. Merhoff

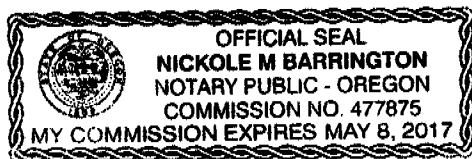
STATE OF OREGON)

) ss.

County of Klamath)

On the 26th day of August, 2013, personally appeared Nathan Cherpeski 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: 5-8-2017

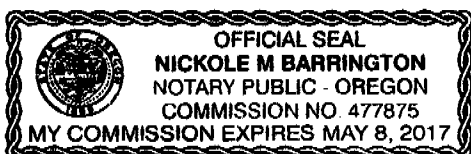
STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on the 23rd day of August, 2013 by George C., Jr. and Joy L. Merhoff and was their voluntary act and deed.

BEFORE ME:



Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2017

Exhibit A - page 1 of 2

PLOT PLAN (POOL)

FOR: GEORGE MERHOFF

2327 FAIRWAY DR

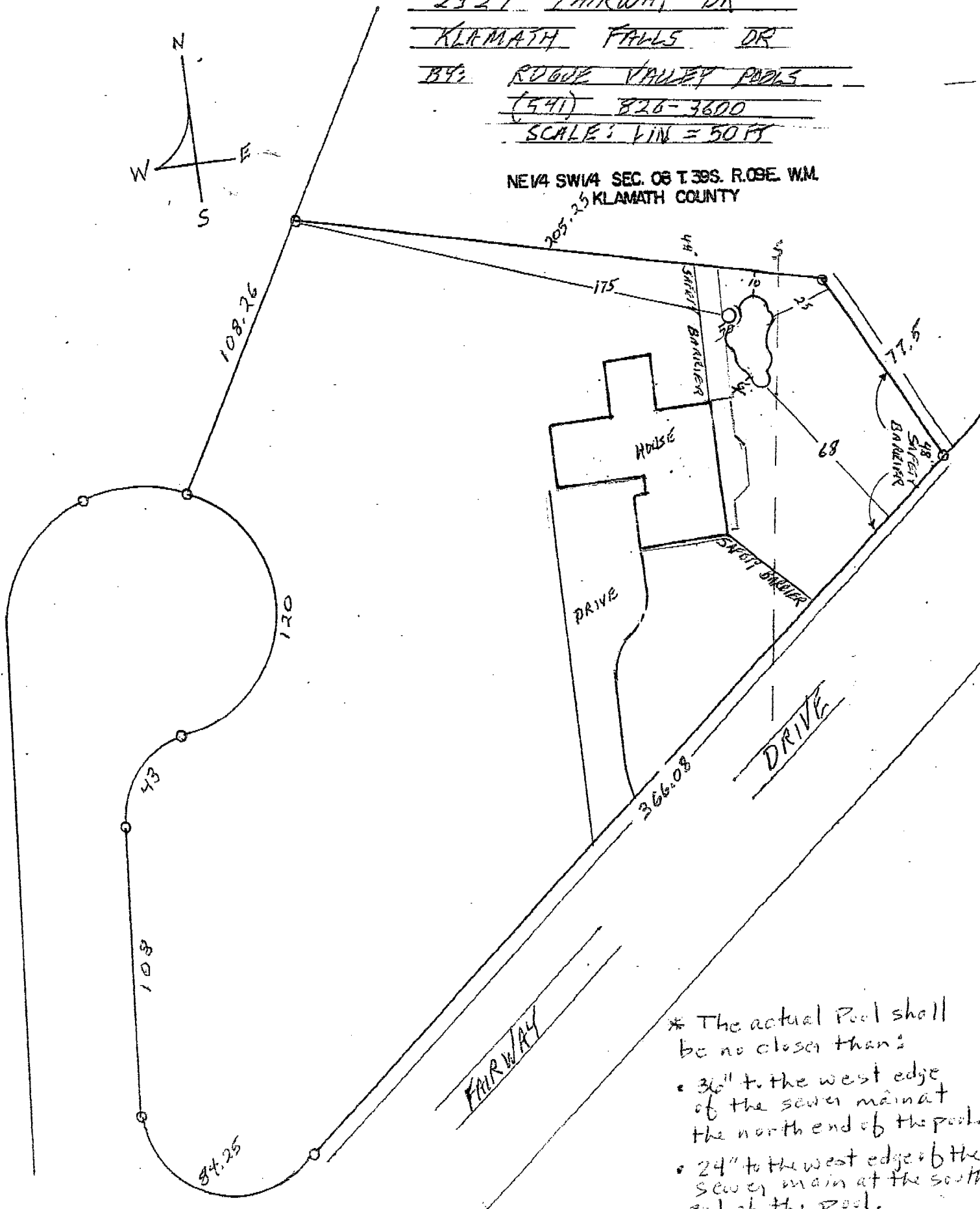
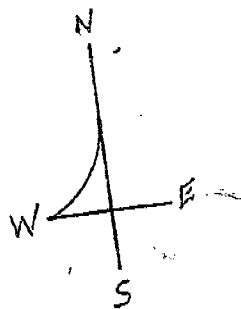
KLAMATH FALLS DR

BY: ROGUE VALLEY POOLS

(541) 826-3600

SCALE: 1" = 50 FT

NE 1/4 SW 1/4 SEC. 08 T. 39S. R. 09E. WM.
KLAMATH COUNTY



- * The actual Pool shall be no closer than:
- 36" to the west edge of the sewer main at the north end of the pool.
 - 24" to the west edge of the sewer main at the south end of the pool.

TRACT 1274 - JUNIPER RIDGE
SE 1/4 NW 1/4 AND NE 1/4 SW 1/4
SEC. 8, T.39S., R.9E., W.M.
KLAMATH COUNTY, OREGON

