

2014-003277

Klamath County, Oregon



00151101201400032770050051

04/14/2014 11:39:25 AM

Fee: \$62.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

Campus Investment, LLC  
PO Box 223  
Klamath Falls, OR 97601

**GRANTOR:**

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

Returned to Customer

**REVOCABLE LICENSE & ENCROACHMENT PERMIT**

The City of Klamath Falls, Oregon, a municipal corporation (City) and Campus Investments, 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 Dahlia Street and Eldorado Boulevard rights-of-way in the City of Klamath Falls at 2225 N. Eldorado Boulevard (as shown and depicted on the attached map and legal description marked Exhibit "A"). This license/permit is granted for the limited purpose of allowing a rockery wall to stay in place, as it has already been constructed and this permit is subject to the following conditions:

- 1) Grantee shall continue to 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 rockery wall and for all expenses for removal of the rockery wall, 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 One Hundred Two Dollars (\$102.00), 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 2nd day of April, 2014.

CITY OF KLAMATH FALLS

By: \_\_\_\_\_

City Manager

Campus Investments, LLC

By: \_\_\_\_\_

Title: Member

Attest: \_\_\_\_\_

City Recorder

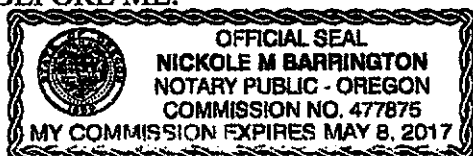
STATE OF OREGON )

) ss.

County of Klamath )

On the 2nd day of April, 2014, 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 )

On the 31<sup>st</sup> day of March, 2014, personally appeared Mark Wendt, who, being first duly sworn, did acknowledge that ~~he~~ she is the member of Campus Investment, LLC, that the foregoing instrument was signed on behalf of Campus Investment, LLC, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

BEFORE ME:



Kathy A. Dillon  
Notary Public for Oregon  
My Commission Expires: 7/24/17



**ZBINDEN • CARTER • SOUDERS**

**ENGINEERING**  
800 Klammath Avenue, Klammath Falls, OR 97601  
(541) 884-7421 fax  
fax (541) 883-8904

**CAMPUS INVESTMENTS, LLC**

VETERANS AFFAIRS CAMPUS SQUARE  
CITY MASTER FILE #271911

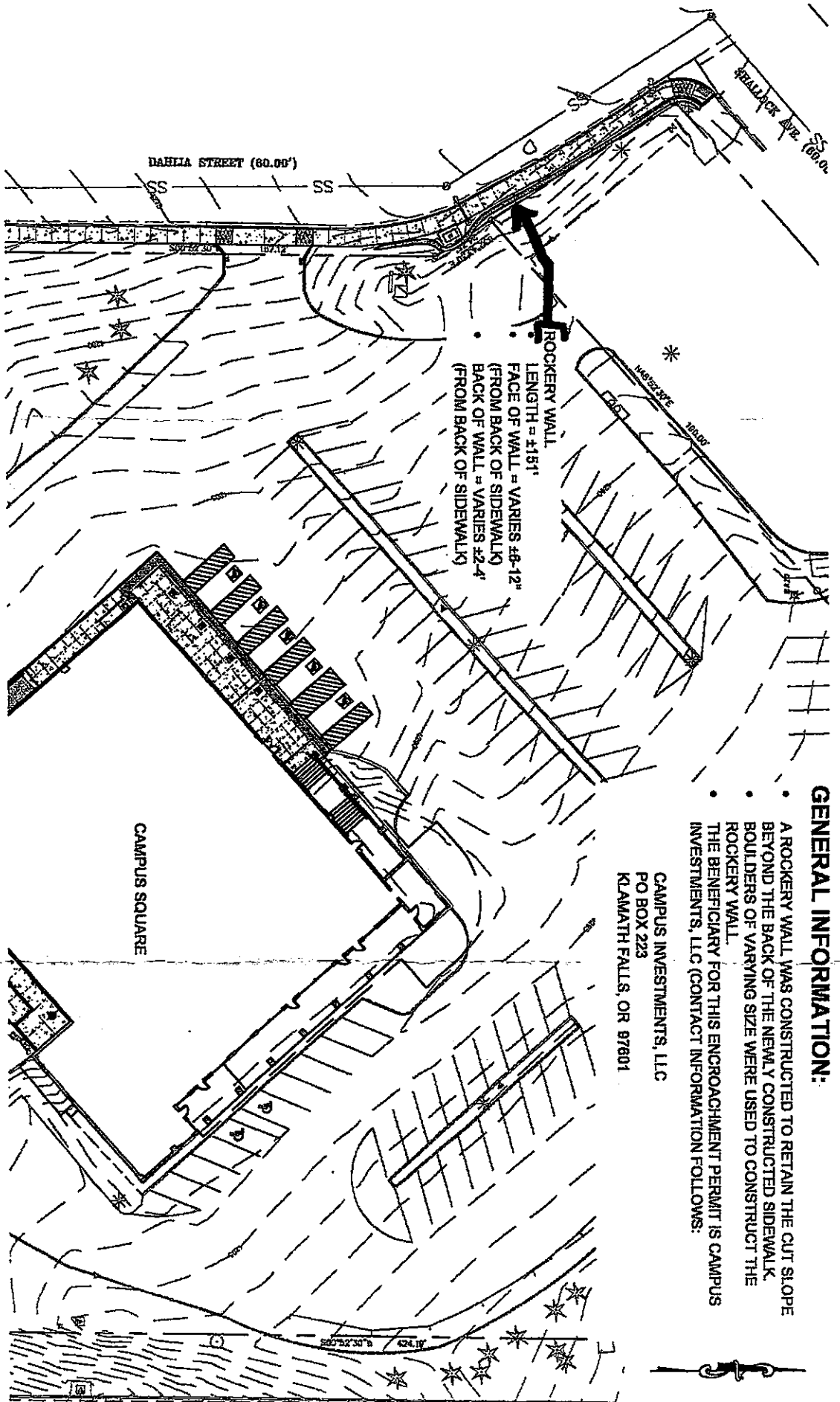
PROJECT NO. K-5145-11

**DRAWN:** JAY

**CHECKED:** **DSS**

DATE: 04-29-13

FIGURE 1 of 2



**GENERAL INFORMATION:**

- A ROCKERY WALL WAS CONSTRUCTED TO RETAIN THE CUT SLOPE BEYOND THE BACK OF THE NEWLY CONSTRUCTED SIDEWALK. BOULDERS OF VARYING SIZE WERE USED TO CONSTRUCT THE ROCKERY WALL.
- THE BENEFICIARY FOR THIS ENCROACHMENT PERMIT IS CAMPUS INVESTMENTS, LLC (CONTACT INFORMATION FOLLOWS:

CAMPUS INVESTMENTS, LLC  
PO BOX 223  
KLAMATH FALLS, OR 97601

ENCROACHMENT PERMIT

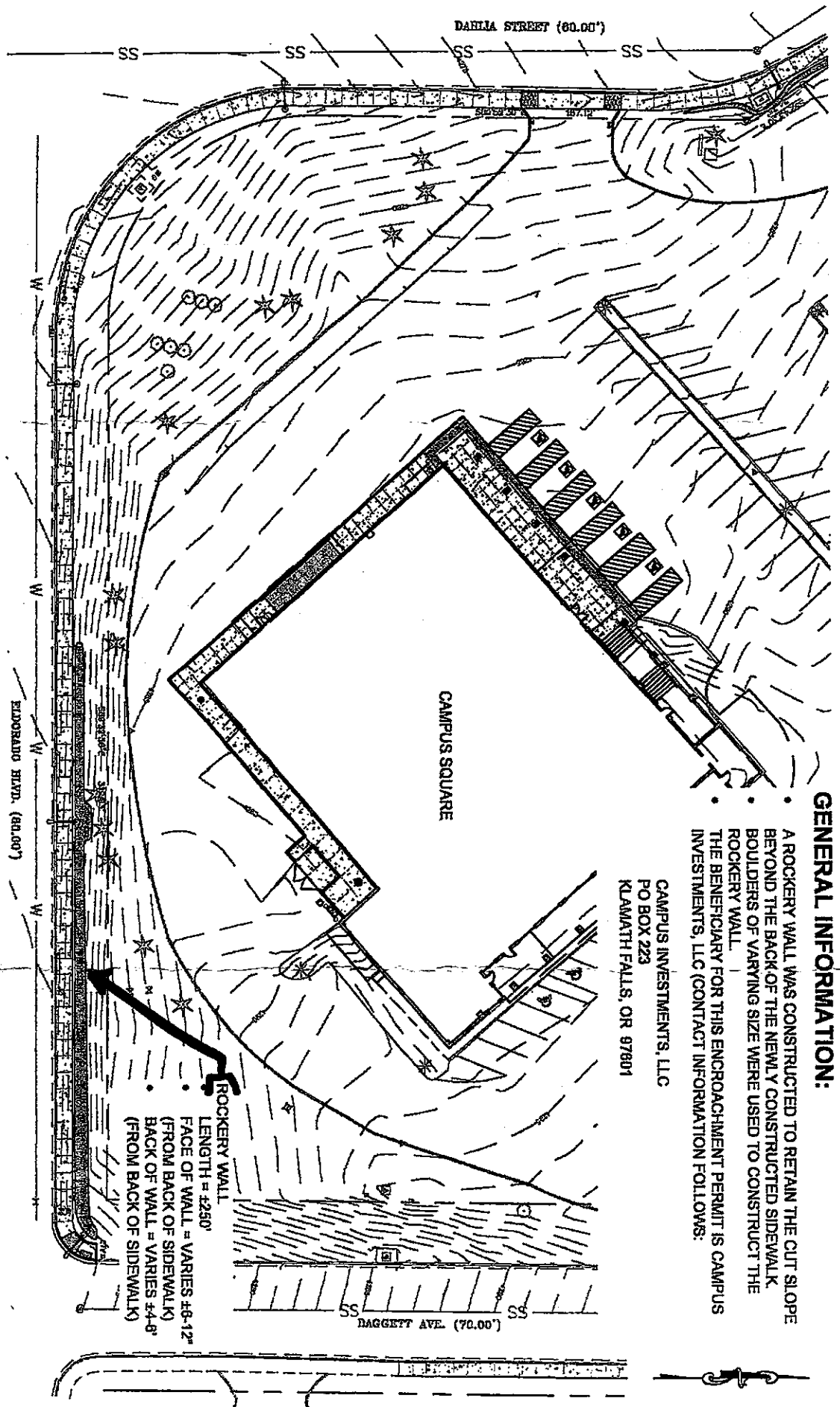


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 800 Klamath Avenue, Klamath Falls, OR 97601  
 (541) 884-7421 Fax (541) 883-8804

**CAMPUS INVESTMENTS, LLC**

**VETERANS AFFAIRS CAMPUS SQUARE**  
**CITY MASTER FILE #271911**

PROJECT NO: K-5145-11  
 DRAWN: JAT  
 CHECKED: DSS  
 DATE: 04-29-13  
**FIGURE 2 of 2**



**GENERAL INFORMATION:**

- A ROCKERY WALL WAS CONSTRUCTED TO RETAIN THE CUT SLOPE BEYOND THE BACK OF THE NEWLY CONSTRUCTED SIDEWALK.
- BOULDERS OF VARYING SIZE WERE USED TO CONSTRUCT THE ROCKERY WALL.
- THE BENEFICIARY FOR THIS ENCROACHMENT PERMIT IS CAMPUS INVESTMENTS, LLC (CONTACT INFORMATION FOLLOWS):

CAMPUS INVESTMENTS, LLC  
 PO BOX 223  
 KLAMATH FALLS, OR 97601

**ROCKERY WALL**  
 LENGTH = ±250'  
 FACE OF WALL = VARIES ±6-12"  
 (FROM BACK OF SIDEWALK)  
 BACK OF WALL = VARIES ±4-8"  
 (FROM BACK OF SIDEWALK)

EXHIBIT "A"  
LEGAL DESCRIPTION

Lots 1, 2 and 3, Block 2, REPLAT NO. 1 OF SUNNYSIDE ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a parcel of land situated in Block 2 of "Replat No. 1 of Sunnyside Addition" to the City of Klamath Falls, Oregon, being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the most Westerly corner of said Block 2; thence North 48 degrees 47' East along the South right of way line of Shallock Avenue, 190.00 feet; thence leaving said right of way line South 32 degrees 49' East parallel to Dahlia Street, 80.00 feet; thence south 48 degrees 47' West parallel to said right of way line of Shallock Avenue, 190.00 feet to a 1/2 inch iron pin on the Easterly right of way line of said Dahlia Street; thence North 32 degrees 49' West along said right of way line of Dahlia Street, 80.00 feet to the point of beginning.

  
MARK R. WENDT, MEMBER OF  
CAMPUS INVESTMENTS, LLC