



00159233201400099880030038

09/26/2014 10:06:31 AM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Irina and Yuri Puchkov
2051 Erie 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, Oregon, a municipal corporation (City) and Irina and Yuri Puchkov (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 Erie Street right-of-way in the City of Klamath Falls at 2051 Erie Street (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing a water service line in the right-of-way 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; and
- 3) Grantee shall be responsible for the maintenance of the service line for all expenses for removal of the service line, 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 1 day of Aug, 2014.

CITY OF KLAMATH FALLS

By: _____

City Manager

Attest: _____

City Recorder

GRANTEE

By: _____

~~Yuri Puchkov~~ Yuri Puchkov

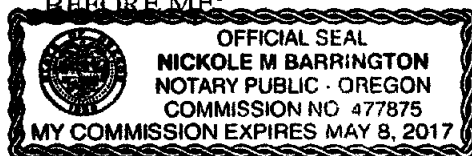
STATE OF OREGON)

) ss.

County of Klamath)

On the 1st day of August, 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

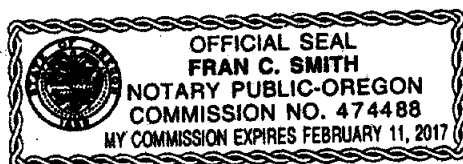
STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on the 30th day of July, 2014 by ~~Yuri Puchkov~~ Yuri Puchkov.

BEFORE ME:



Fran C. Smith
Notary Public for Oregon

My Commission Expires: February 11, 2017

Exhibit "A"

ONE-SHEET PLOT PLAN

Drawn by: Steve C. [unclear]

Date: 6-18-14

Scale: 1/8" = 10'

