

2017-009154

Klamath County, Oregon



00208455201700091540030030

08/14/2017 03:58:20 PM

Fee: \$52.00

Returned at Counter

Lori Garrard

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

Jesse and Samantha Enriquez  
616 N. 9th 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 Jesse and Samantha Enriquez (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 N. 9th Street right-of-way in the City of Klamath Falls at 616 N. 9th Street, Klamath Falls, OR 97601 (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of a 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 water service line for all expenses for removal of the water 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 and 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 10<sup>TH</sup> day of August, 2017.

CITY OF KLAMATH FALLS

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

City Manager

GRANTEE

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

Jesse Enriquez

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

Samantha Enriquez

STATE OF OREGON )

) ss.

County of Klamath )

On the 10<sup>TH</sup> day of August, 2017, personally appeared Nathan Cherpeski, who, being first duly sworn, did say that he is the City Manager of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and he acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



Kristina Buckley  
Notary Public for Oregon

My Commission Expires: 02/28/2021

STATE OF OREGON )

) ss.

County of Klamath )

This instrument was acknowledged before me on the 10<sup>TH</sup> day of August, 2017 by Jesse and Samantha Enriquez.

BEFORE ME:



Kristina Buckley  
Notary Public for OREGON

My Commission Expires: 02/28/2021

