

2017-010672

Klamath County, Oregon



00210350201700106720030030

09/20/2017 01:49:45 PM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Joshua Goossen
1803 Carlson Drive
Klamath Falls, OR 97603

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 Joshua Goossen (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 Yale Street right-of-way in the City of Klamath Falls at 2300 Yale Street, Klamath Falls, OR 97601 (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of constructing a Garage, walkway, and a new private sewer lateral. 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 garage, walkway and private sewer line, for all expenses for removal of the garage, walkway and private sewer 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 18th day of September, 2017.

CITY OF KLAMATH FALLS

By: _____

City Manager

GRANTEE

By: _____

Joshua Goossen

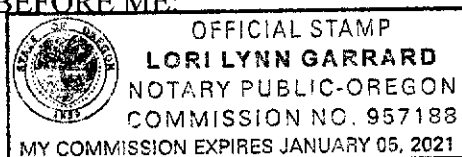
STATE OF OREGON)

) ss.

County of Klamath)

On the 18th day of September, 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 acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



Notary Public for Oregon

My Commission Expires: 1/5/2021

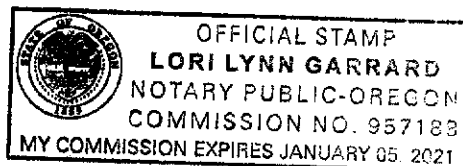
STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on the 15th day of September, 2017 by Joshua Goossen.

BEFORE ME:

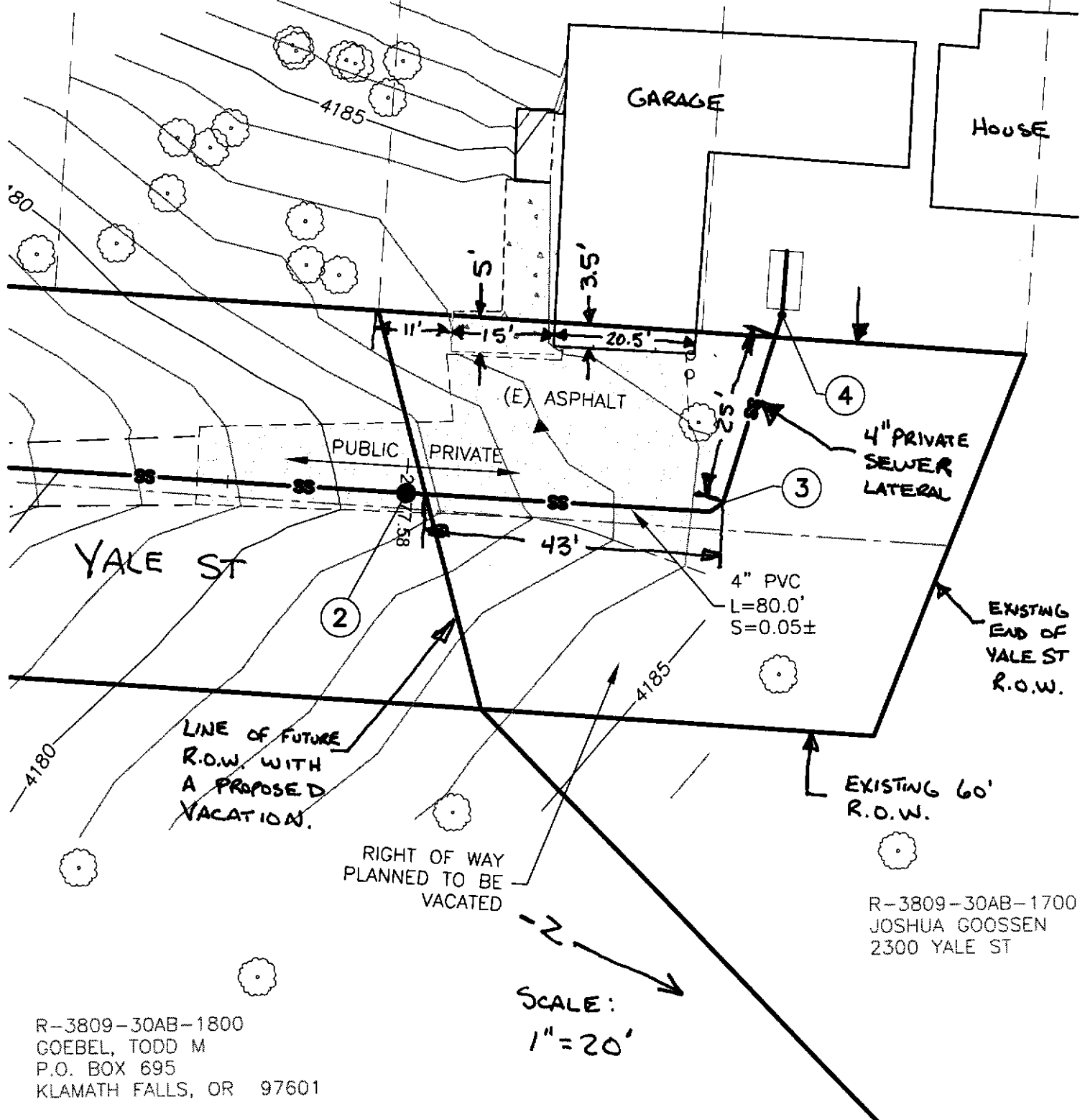


Notary Public for Klamath

My Commission Expires: 1/5/21

EXHIBIT FOR YALE ST ENCROACHMENT PERMIT

R-3809-30AB-1700
JOSHUA GOOSSEN
2300 YALE ST



R-3809-30AB-1800
GOEBEL, TODD M
P.O. BOX 695
KLAMATH FALLS, OR 97601

R-3809-30AB-1700
JOSHUA GOOSSEN
2300 YALE ST