

2018-007279

Klamath County, Oregon



00223948201800072790020023

06/15/2018 02:46:47 PM

Fee: \$87.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Rob Jellesed
KB Brewing, Inc.
1320 Main 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 KB Brewing, Inc. (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 right-of-way at 1335 Klamath Avenue in the City of Klamath Falls (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of providing a landing for people exiting the building on the Klamath Avenue exit 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;
- 3) Grantee shall verify the area is clear of franchise utilities and shall ensure the final grade of the landing will properly tie to future public sidewalk improvements; and
- 4) Grantee shall be responsible for the maintenance of the exit landing for all expenses for removal of the exit landing, 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 ____ day of _____, 2018.

CITY OF KLAMATH FALLS

By: _____

City Manager

GRANTEE

By: _____

Rob Jellesed

Attest: _____

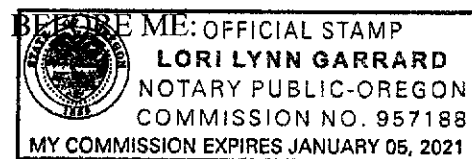
City Recorder

STATE OF OREGON)

) ss.

County of Klamath)

On the 13th day of June, 2018, personally appeared Nathan Cherpeski and Nickole Barrington, 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.



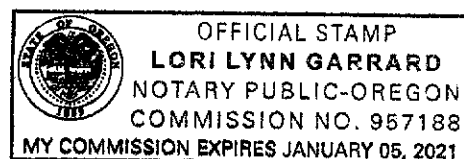
STATE OF OREGON)

) ss.

County of Klamath)

On the 12th day of June, 2018, personally appeared Robert Jellesed, who, being first duly sworn, did acknowledge that he/she is the authorized representative of KB Brewing, Inc. and that the foregoing instrument was signed on behalf of KB Brewing, Inc. and that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

BEFORE ME:



Notary Public for Oregon

My Commission Expires: 1/5/2021

Notary Public for Oregon

My Commission Expires: 1/5/2021