

2018-007653

Klamath County, Oregon



00224425201800076530030036

06/26/2018 08:47:48 AM

Fee: \$92.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

Carson Mockridge  
Linda Davis  
PO Box 53  
Bonanza, OR 97623

**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 Carson Mockridge and Linda Davis (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 1849 Eldorado Ave. in the City of Klamath Falls (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of constructing and maintaining a retaining wall 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 be responsible for a) the construction and maintenance of the retaining wall; b) all expenses for removal of the retaining wall, if required under this license/permit; and c) restoration of the right-of-way damaged by maintenance or removal; and
- 4) Grantee shall construct the retaining wall in conformance with specifications and requirements of the block manufacturer. Grantee shall maintain the retaining wall in good condition and shall ensure ongoing retaining wall and slope stability measures.

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 18<sup>th</sup> day of June, 2018.

CITY OF KLAMATH FALLS

By: [Signature]  
City Manager

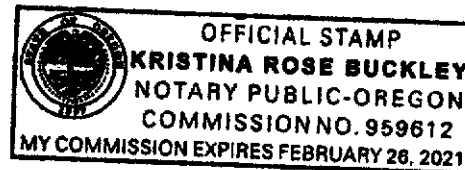
Attest: Nickole Barrington  
City Recorder

GRANTEE

By: [Signature]  
Carson Mockridge

By: [Signature]  
Linda Davis

STATE OF OREGON )  
 ) ss.  
County of Klamath )



On the 19<sup>th</sup> 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.

BEFORE ME:

Kristina Buckley  
Notary Public for Oregon  
My Commission Expires: 2/26/2021

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 19<sup>th</sup> day of June, 2018, personally appeared Carson Mockridge and Linda Davis, who, being first duly sworn, did acknowledge that they are the authorized representatives of the foregoing instrument and that they are authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

BEFORE ME:

Kristina Buckley  
Notary Public for Oregon  
My Commission Expires: 2/26/21



" EXHIBIT A "

ONE-SHEET PLOT PLAN

Drawn by: \_\_\_\_\_ Date: \_\_\_\_\_ Scale: \_\_\_\_\_

