

2018-014587

Klamath County, Oregon



00232825201800145870030036

12/05/2018 11:25:31 AM

Fee: \$92.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Rogatian Urassa
Sacred Heart Catholic Church
815 High 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 Sacred Heart Catholic Church (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, revocable, non-exclusive permission to encroach upon a 60 foot by 100 foot, unimproved portion of Carlyle Street in the City of Klamath Falls located between the easterly boundary of Sargent Street and the westerly boundary of the alley at 1011 Carlyle Street (as shown on attached map Exhibit "A," and referred to herein as the "Area"). This license/permit is granted for the limited purpose of improving the Area with landscaping and preventing vehicle movements and illegal dumping. This license/permit 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. City agrees to place street barricades at the westerly and easterly boundaries of the Area at City's expense; and
- 3) Grantee shall be responsible for the maintenance and upkeep of the Area, for all expenses for removal of the Area improvements if required under this license/permit, and for restoration of the right-of-way damaged by maintenance, upkeep or removal.

Grantee agrees to pay to the City, as compensation for the privileges herein granted, the sum of One Hundred Forty-Two Dollars (\$142.00), 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 and improvements herein authorized and restore the unimproved 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 or improvements 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 4th of December, 2018.

CITY OF KLAMATH FALLS

GRANTEE

By: _____

City Manager

By: _____

Attest: _____

City Recorder

STATE OF OREGON)

) ss.

County of Klamath)

On the 4th day of December, 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.

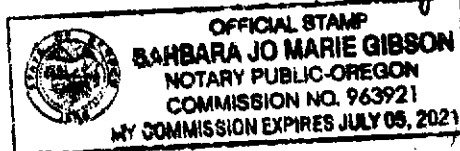
BEFORE ME:

Barbara Jo Marie Gibson
Notary Public for Oregon
My Commission Expires: July 5, 2021

STATE OF OREGON)

) ss.

County of Klamath)



On the 4th day of December, 2018, personally appeared Rogation S. Wassa, who, being first duly sworn, did acknowledge that he/she is the authorized representative of Sacred Heart Catholic Church and that the foregoing instrument was signed on behalf of the Sacred Heart Catholic Church 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:

Nickole Marie Barrington
Notary Public for Oregon
My Commission Expires: 6-5-2021



IDAHO

12400	5
35	6
12500	7
12600	8
12700	9
12800	10
12900	11
13000	12

SARGENT

20	11900	3
19	11800	4
18	11700	5
17	11600	6
16	11500	7
15	11400	8
14	11300	9
13	11200	10
12	11100	11
11	11000	12
10	10900	13
9	10800	14
8	10700	15
7	10600	16
6	10500	17
5	10400	18
4	10300	19
3	10200	20

WORDEN

20	13600	33
19	13500	34
18	13400	35
17	13300	36
16	13200	37
15	13100	38
14	13000	39
13	12900	40

CARLYLE ST.

1	13600
2	13500
3	13400
4	13300

Not to Scale

North