

2020-008950

Klamath County, Oregon



00262474202000089500030031

07/22/2020 09:28:04 AM

Fee: \$92.00

2020-010017

Klamath County, Oregon



00263690202000100170030031

08/13/2020 09:18:32 AM

Fee: \$92.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

Derrick DeGroot  
1680 Ridgecrest Drive  
Klamath Falls OR 97601

**GRANTOR:**

City of Klamath Falls  
500 Klamath Avenue  
Klamath Falls, OR 97601

*Re-recorded at the request of City Senior Engineering Technician to correct specifically the Land impacted more specifically. Recording # 2020-008950*

**REVOCABLE LICENSE & ENCROACHMENT PERMIT**

The City of Klamath Falls, Oregon, a municipal corporation (City) and Derrick DeGroot (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 Ridgecrest Drive, in the City of Klamath Falls located at 1680 Ridgecrest Drive, <sup>an area near what is generally</sup> ~~as shown on attached map Exhibit "A,"~~ <sup>more specifically described in the</sup> ~~and referred to herein as~~ <sup>which is incorporated by</sup> the "Area". This license/permit is granted for the limited purpose of a retaining wall constructed over the property line onto property owned by the City of Klamath Falls. This license/permit is subject to the following conditions: <sup>reference</sup> <sup>herein</sup> <sup>and referred</sup> <sup>to as "Area"</sup> <sup>in the City</sup> <sup>of Klamath</sup> <sup>Falls.</sup>

- 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 \$92 for cost of recording/permit fee, 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 16<sup>th</sup> of July, 2020.

CITY OF KLAMATH FALLS

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

City Manager

GRANTEE

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

Derrick DeGroot

Attest: \_\_\_\_\_

City Recorder

STATE OF OREGON )

) ss.

County of Klamath )

On the 16<sup>th</sup> day of July, 2020, 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:



STATE OF OREGON )

) ss.

County of Klamath )

Angela Hartz  
Notary Public for Oregon  
My Commission Expires: 9-9-23

On the 16<sup>th</sup> day of July, 2020, personally appeared Derrick DeGroot, who, being first duly sworn, did acknowledge that he/she is authorized to execute this instrument and that this instrument is their voluntary act and deed.

BEFORE ME:



Angela Hartz  
Notary Public for Oregon  
My Commission Expires: 9-9-23

