



00263691202000100180030038

08/13/2020 09:19:24 AM

Fee: \$92.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Jason Aarstad d.b.a. Gathering Grounds Roastery LLC
1038 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 Jason Aarstad d.b.a. Gathering Grounds Roastery LLC (Grantee) for and in consideration of the covenants and conditions hereinafter set forth, agree as follows:

City hereby gives and grants to Grantee upon the terms and subject to the conditions hereinafter set forth, revocable, non-exclusive permission to encroach upon an area near what is generally identified as the alleyway adjacent to 116 S 11th Street, more specifically described on the attached map Exhibit "A," which is incorporated by reference herein and referred to as "Area" in the City of Klamath Falls. This license/permit is granted for the limited purpose of a drive thru window for Gathering Grounds coffee shop. 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 \$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 or until such time as Grantee ceases operations. 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 11th of August, 2020.

CITY OF KLAMATH FALLS

By: [Signature]
City Manager

GATHERING GROUNDS ROASTERY LLC

By: [Signature]
Jason Aarstad

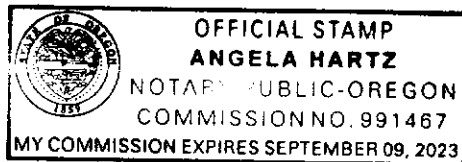
Attest: Nickole Barrington
City Recorder

STATE OF OREGON)
) ss.
County of Klamath)

On the 11th day of August, 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:

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



STATE OF OREGON)
) ss.
County of Klamath)

On the 11th day of August, 2020, personally appeared Jason Aarstad, who, being first duly sworn, did acknowledge that he is the authorized representative of Gathering Grounds Roastery LLC and that the foregoing instrument was signed on behalf of Gathering Grounds Roastery LLC and that he is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

BEFORE ME:

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



ONE-SHEET PLOT PLANDrawn by: Tasm Aarstad Date: 4/2/20 Scale: NTS