

Returned at Counter

**2020-013549**

**Klamath County, Oregon**



10/20/2020 03:33:19 PM

Fee: \$97.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

BB Development, LLC  
PO Box 493  
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 BB Development, LLC (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 Venture Court side of the road, from entrance through the radius of Northern Heights Boulevard, in the City of Klamath Falls (as shown on attached map Exhibit "A," and referred to herein as the "Area"). This license/permit is granted for the limited purpose of requesting to encroach approximately seven (7) feet into the right-of-way of Venture Court and through the curve onto Northern Heights Boulevard to create another four (4) foot gravity wall with fencing moved to the sidewalk edge for the benefit of 4223 Venture Court. 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; 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 (\$97) 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 20<sup>th</sup> of October, 2020.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]  
City Manager

By: [Signature]  
Matt Bogatay, Owner

Attest: Nickole Barrington  
City Recorder

STATE OF OREGON                    )  
  ) ss.  
County of Klamath                 )

On the 20<sup>th</sup> day of October, 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



CORPORATE NOTARY:  
STATE OF OREGON                    )  
  ) ss.  
County of Klamath                 )

On the 20<sup>th</sup> day of October, 2020, personally appeared Matt Bogatay, who, being first duly sworn, did acknowledge that he is the authorized person/representative of BB Development, LLC and that the foregoing instrument was signed on behalf of BB Development, 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

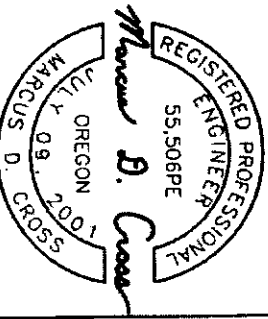
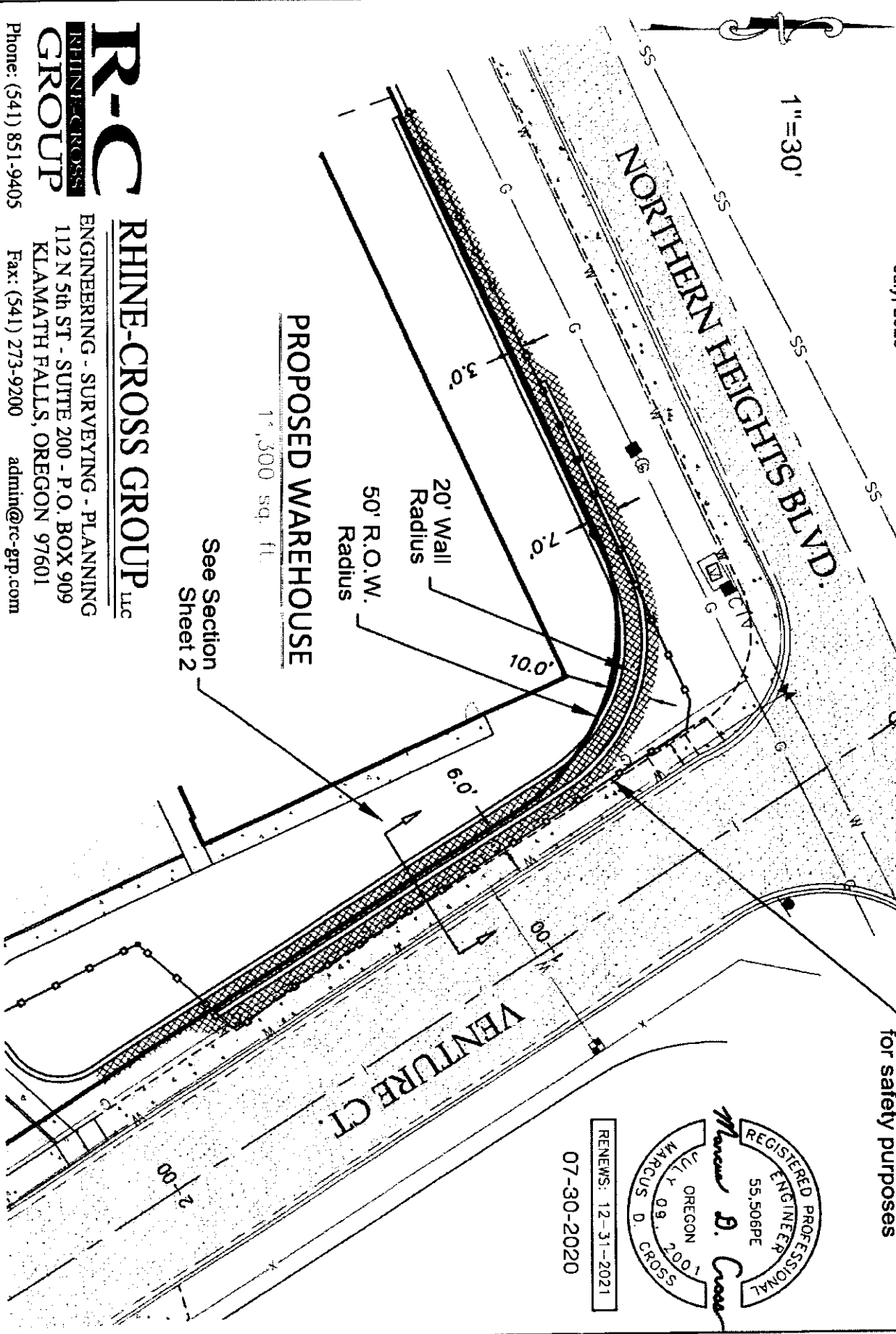


# R.O.W. Encroachment

EXHIBIT FOR RETAINING WALL AND FENCE WITHIN CITY R.O.W.  
BOGATAY CONSTRUCTION H.Q.  
July, 2020

Sheet 1 of 2

Fence at Back of Walk  
for safety purposes



RENEWS: 12-31-2021

07-30-2020

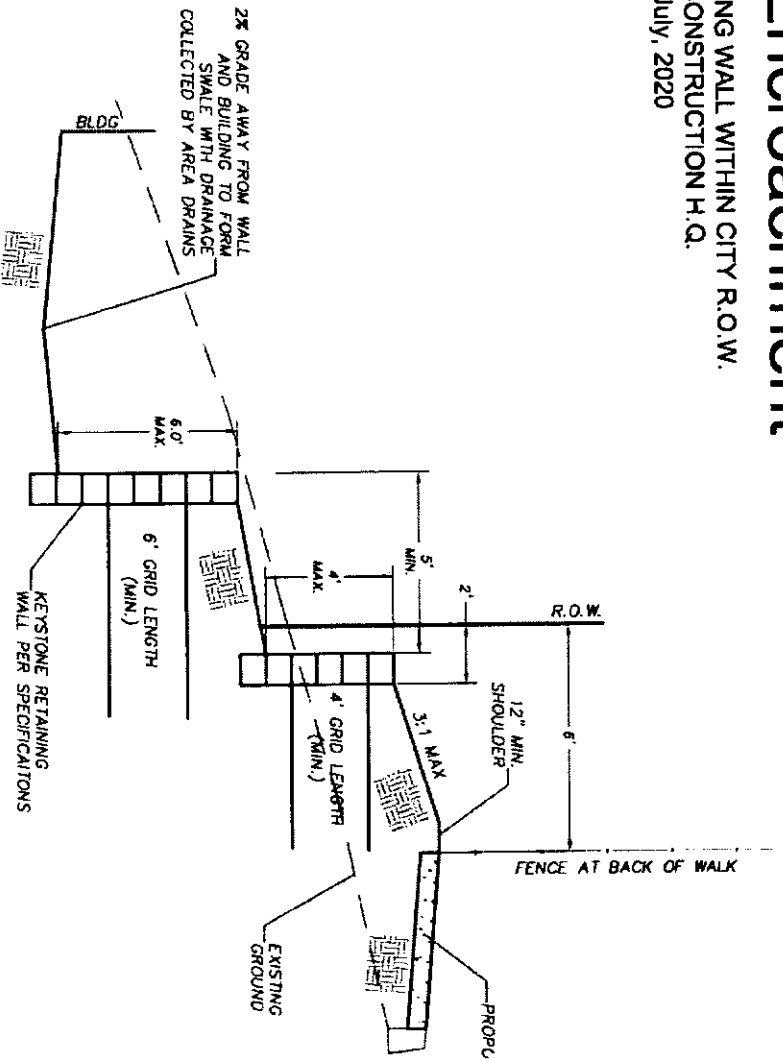
**R-C**  
RHINE-CROSS GROUP LLC  
ENGINEERING - SURVEYING - PLANNING  
112 N 5th ST - SUITE 200 - P.O. BOX 909  
KLAMATH FALLS, OREGON 97601  
Phone: (541) 851-9405 Fax: (541) 273-9200  
admin@rc-gp.com

# R.O.W. Encroachment

EXHIBIT FOR RETAINING WALL WITHIN CITY R.O.W.  
BOGATAY CONSTRUCTION H.Q.

July, 2020

Sheet 2 of 2



SIDEWALK/RETAINING WALL

NTS

1"=30'

# R-C

RHINE-CROSS

# GROUP

**RHINE-CROSS GROUP LLC**

ENGINEERING - SURVEYING - PLANNING

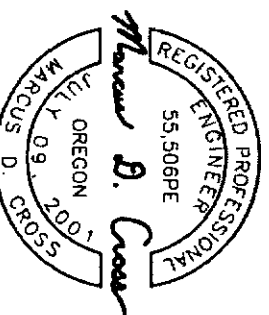
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RENEWALS: 12-31-2021

07-30-2020