

**2021-015493**  
Klamath County, Oregon



10/14/2021 09:33:20 AM

Fee: \$92.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEES:**

Valerie B. Hedrick and Scott S. Hedrick  
134 N. 3<sup>rd</sup> 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 Valerie B. Hedrick and Scott S. Hedrick (Grantees) for and in consideration of the covenants and conditions hereinafter set forth, agree as follows:

City hereby gives and grant to Grantees, its successors and assigns, upon the terms and subject to the conditions hereinafter set forth, revocable, non-exclusive permission to encroach upon the right-of-way of N. 3<sup>rd</sup> Street, in the City of Klamath Falls located 134 N. 3<sup>rd</sup> Street (A parcel of land situated in Lots 7 and 8, Block 19 of the Original Town of Linkville now known as Klamath Falls/R-3809-032AC-06100) (as shown on the attached map Exhibit "A," which is hereby incorporated and referred to herein as the "Area"). This license/permit is granted for the limited purpose of Retaining walls, steps, lamp post, and heat mats below sidewalk. This license/permit is subject to the following conditions:

- 1) Grantees shall comply with all relevant local, state, and federal regulations pertaining to Grantee's use of the Area, including but not limited to, City Development Services Department and Klamath County Building Department.
- 2) Grantees shall submit the as-built construction plans to the City's Development Services Department and shall conform to any modifications or restrictions imposed by the Department.
- 3) Grantees 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.

Grantees agree to pay to the City, as compensation for the privileges herein granted, the sum of (\$145.00) for the cost of the permit fee, receipt of which is hereby acknowledged by City, as well as any additional recording costs.

Grantees 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, Grantees 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. Grantees agree 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 13<sup>th</sup> of October, 2021.

CITY OF KLAMATH FALLS

GRANTEES

By: [Signature]  
City Manager Pro Tem

By: [Signature]  
Valerie B. Hedrick

Attest: Nickole Barrington  
City Recorder

By: [Signature]  
Scott S. Hedrick

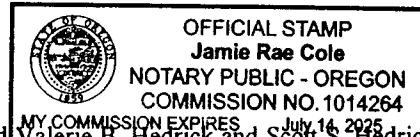
STATE OF OREGON                     )  
  ) ss.  
County of Klamath                     )

On the 13<sup>th</sup> day of October, 2021, personally appeared Jessica Lindsay and Nickole Barrington, who, each being first duly sworn, did say that the former is the City Manager Pro Tem 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:

[Signature]  
Notary Public for Oregon  
My Commission Expires: July 14, 2025

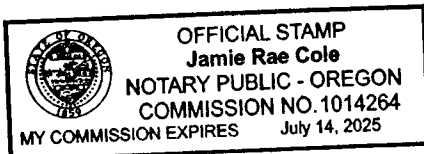
STATE OF OREGON                     )  
  ) ss.  
County of Klamath                     )



On the 13<sup>th</sup> day of October, 2021, personally appeared Valerie B. Hedrick and Scott S. Hedrick, who, being first duly sworn, did acknowledge that they are authorized to execute this instrument and that this instrument is their voluntary act and deed.

BEFORE ME:

[Signature]  
Notary Public for Oregon  
My Commission Expires: July 14, 2025



134 N. 3RD STREET

**DECK**

EXISTING RET.  
WALL  
<TD REMAIN>

CONCRETE  
WALK  
HEAT  
MAT  
(PRIVATE)

3' ALU. X 84"  
TOTAL (18"  
BURY)

REBUILD  
RET. WALL  
IN CURRENT  
LOCATION  
(CONCRETE)

NEW SIDEWALK

N. 3RD STREET

50'

CONCRETE  
HEATED  
WALK  
USING  
HEAT  
MAT  
(PUBLIC)

**11' TO PROP. LINE  
(ENCROACHING)**

**5'-2'**

FRONT STEPS - SIDE  
SCALE: NTS

FRONT STEPS - SIDE  
SCALE: NTS



## SITE

104 N. 3RD STREET  
KLAMATH FALLS, OR 97601

VAL  
SHED, LLC.

2727 OLD FORT ROAD  
KLAMATH FALLS, OR  
97601

VOICE: (800) 915-9443  
FAX: (504) 515-9443

REV1	SS9
REV2	SS9
REV3	SS9
REV4	SS9