



08/01/2022 03:01:42 PM

Fee: \$92.00

Returned at Counter

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Steven D. Silvers and Diane M. Silvers
2009 Summers Lane
Klamath Falls, OR 97603

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 Steven D. Silvers and Diane M. Silvers (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 in the right-of-way area upon the sidewalk and planter strip off of Huron Street, and in the City of Klamath Falls located at 542 Pacific Terrace Avenue (specifically the northeasterly half of Lot 1, Block 40 in the Hot Springs Addition to the City of Klamath Falls/Map/Tax Lot #R-3809-028CA-12100) (as shown on the attached map Exhibit "A," which is hereby incorporated on attached and referred to herein as the "Area"). This license/permit is granted for the limited purpose of installing geothermal snowmelt tubing. 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 (\$145) for the cost of fees, as well as any associated recording costs, partial 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 1 of August, 2022.

CITY OF KLAMATH FALLS

GRANTEES

By: [Signature]
City Manager

By: Steven D. Silvers
Steven D. Silvers

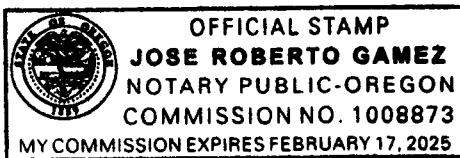
Attest: Nickole Barrington
City Recorder

By: Diane M. Silvers
Diane M. Silvers

STATE OF OREGON)
) ss.
County of Klamath)

On the 1st day of August, 2022, personally appeared Jonathan Teichert 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:

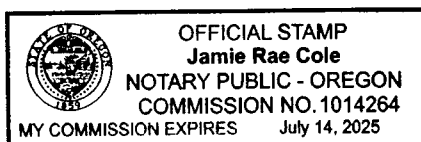


Jose Roberto Gamez
Notary Public for Oregon
My Commission Expires: Feb 17, 2025

STATE OF OREGON)
) ss.
County of Klamath)

On the 1 day of August, 2022, personally appeared Steven D. Silvers and Diane M. Silvers, 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:



Jamie Rae Cole
Notary Public for Oregon
My Commission Expires: 7/14/2025

#6

N



#8 Steven D SILVERS

PROPERTY LINE

AREA OF ENCRDACHING
GEOTHERMAL SNOWMELT TUBING