

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601



00318176202300065800030036

08/03/2023 10:54:09 AM

Fee: \$92.00

GRANTEE:

The Klamath Tribes, Oregon
PO BOX 436
501 S. Chiloquin Blvd.
Chiloquin, OR 97624

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 The Klamath Tribes, Oregon (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 Walnut Avenue and Oak Avenue, in the City of Klamath Falls located near the property commonly known as 310 S. 5th Street, legally described as the South half of Lots 1 & 2 of Block 85 of Klamath Addition (R-3809-032AD-09600) (as shown on the attached map Exhibit "A," and referred to herein as the "Area"). This license/permit is granted to allow for the existing encroachment of private infrastructure used to supply water and sewer services to the property listed above from Walnut Avenue and Oak Avenue off South 5th Street. 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 conform to any future modifications or restrictions, if necessary, as imposed by the City's Public Works 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 (\$92.00) 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 27th of July, 2023.

CITY OF KLAMATH FALLS

GRANTEE

By: Sarah Teichert
City Manager

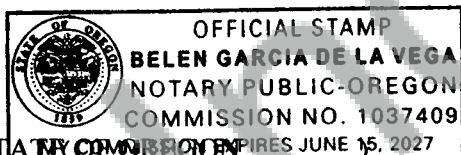
Attest: Nickole Barrington
City Recorder

By: Clayton Dumont, Jr.
Name Printed: Clayton Dumont, Jr.
Title: Chairman for Klamath Tribes, Oregon

STATE OF OREGON)
County of Klamath) ss.

On the 27th day of July, 2023, 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.

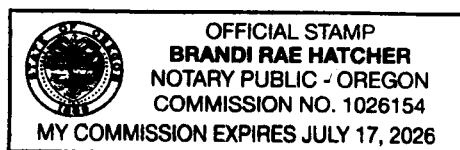
WITNESS my hand and official seal.



STATE OF OREGON)
County of Klamath) ss.

On the 19 day of July, 2023, personally appeared Clayton Dumont, Jr. (Chairman for Klamath Tribes, Oregon), who, being first duly sworn, did acknowledge that he is authorized to execute this instrument and that this instrument is his voluntary act and deed.

WITNESS my hand and official seal.



Belen Garcia de la Vega
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: June 15, 2027

Brandi Rae Hatcher
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: July 17, 2026

Exhibit "A"

