

Returned at Counter
Public Works

2025-011115

Klamath County, Oregon



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12/12/2025 04:07:42 PM

Fee: \$92.00

ENCROACHMENT AND ROAD VACATION AGREEMENT

THIS Encroachment and Road Vacation Agreement is made this 12th day of December, 2025 between **Klamath County** ("County") and **Christopher Moreland** ("Owner").

In consideration of the mutual promises and conditions made herein, the parties agree as follows:

1. Purpose: Owner's have existing encroachments located within a portion of a public right-of-way on Main St. in Block 49 plat of Worden Townsite, specifically 19717 Keno Worden Rd. Klamath Falls, OR 97603, MTL (4008-034BD-00300) see attached map. The County agrees to temporarily allow these encroachments to remain under the terms of this agreement. The County has no plans to improve Main St. in the near future.

2. Allowance: County acknowledges and consents to the continued presence of current encroachments located on the above-described portion of the public right-of-way. This allowance is temporary and subject to compliance with the conditions set forth below. The encroachments include +/- 8 inches for a mobile home and foundation along with +/- 13 feet for the well house.

3. Obligation to Vacate Road Portion: Owner's agree to submit an application to vacate the specific portion of the road that contains the encroachments within two (2) years from the date of this Agreement, at the Owner's sole expense. All legal, administrative and survey costs related to the vacation process shall be borne by the Owner's. Estimated costs are \$4,000 and will be billed on a time and materials basis. Estimated duration is 6 to 12 months depending on other projects Public Works has at the time of the vacation request.

4. Failure to Comply: If Owner's fail to apply for the vacation within two (2) years, or if the process is not complete due to the Owner's inaction, Klamath County Public Works will initiate the vacation process. All related costs incurred by the County shall be invoiced and if not paid the County reserves the right to lien the property.

5. No Permanent Rights Granted: This agreement does not grant permanent rights, easements or ownership of any portion of the public right-of-way to the Owner's. It serves only to delay enforcement of the encroachment removal under the conditions stated herein.

6. Recording: This document shall be recorded with the Klamath County Clerk.

##7. Indemnification: Owner shall defend, indemnify, and hold harmless Klamath County, its officers, employees and agents from claims arising out of Owner's use of, or encroachments within, the public right-of-way, except to the extent caused by the County's sole negligence.

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ENCROACHMENT AND ROAD VACATION AGREEMENT

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Executed this 12th Day of December, 2025

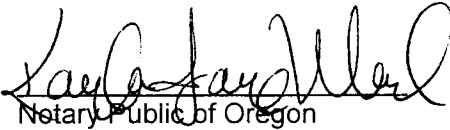
Klamath County

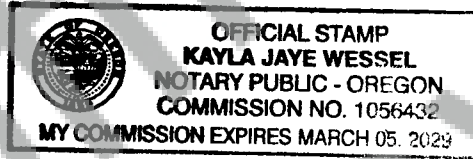

Jeremy Morris, P.E.

Klamath County Public Works Director
305 Main St. Klamath Falls, OR 97601

STATE of OREGON)
County of Klamath)

The forgoing instrument was acknowledged before me this 12 day of December, 2025, by Jeremy Morris, as the Director of Public Works for Klamath County, Oregon.


Notary Public of Oregon



OWNER'S:

Executed this 12th Day of December, 2025


Christopher Moreland
19717 Keno Worden Rd.
Klamath Falls, OR 97603

STATE of OREGON)
County of Klamath)

The forgoing instrument was acknowledged before me this 12th day of December, 2025, by Christopher Moreland, as the "Owner" of 19717 Keno Worden Rd. Klamath Falls, OR 97603.


Notary Public of Oregon

