

2008-008756

Klamath County, Oregon

MTC13916 91042



00048118200800087560050056

AFTER RECORDING RETURN TO:

CL

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

06/17/2008 11:18:55 AM

Fee: \$41.00

GRANTEE:

Rob Shaw  
TimberMill Shores, Inc.  
PO Box 257  
Klamath Falls, OR 97601

GRANTOR:

City of Klamath Falls  
500 Klamath Avenue  
Klamath Falls, OR 97601

AMERITITLE, has recorded this  
instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

**REVOCABLE LICENSE & ENCROACHMENT PERMIT**

The City of Klamath Falls, Oregon, a municipal corporation (City) and TimberMill Shores, Inc. (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, non-exclusive permission to encroach upon a portion of TimberMill Drive and Plum Avenue rights-of-way in the City of Klamath Falls off of TimberMill Drive and Plum Avenue in multiple locations (as shown on the attached maps marked Exhibit "A"). This license/permit is granted for the limited purpose of installing private irrigation lines for landscaping and 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 of the irrigation lines for all expenses for removal of the irrigation lines, if required under this license/permit, and for restoration of the right-of-way damaged by maintenance or removal.

Grantee agrees to pay to the City, as compensation for the privileges herein granted, the sum of Eighty-One Dollars (\$81.00), 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 herein authorized and restore the public right-of-way in accordance with the directions of the City's Director of Public Works

Encroachment Permit, Page 1

4/AMT

within sixty (60) days. Grantee agrees that City shall not be responsible for damage to any structures 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 29<sup>th</sup> day of May, 2008.

CITY OF KLAMATH FALLS

GRANTEE

By: [Signature]

City Manager

By: [Signature]

Rob Shaw

Attest: [Signature]

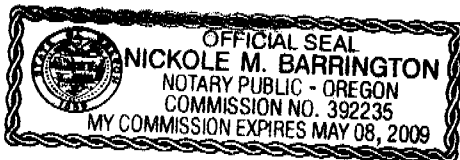
City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 2<sup>nd</sup> day of June, 2008, personally appeared Jeffrey D. Ball and Elisa D. Olson, 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:



[Signature]  
Notary Public for Oregon  
My Commission Expires: 5-8-2009

STATE OF OREGON } ss.

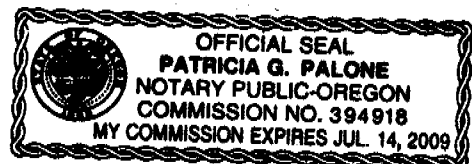
County of Klamath

On the 29<sup>th</sup> day of May, 2008, personally appeared Rob Shaw and he acknowledged that said instrument was signed and to be of his voluntary act and deed.

BEFORE ME:



[Signature]  
Notary Public for OREGON  
My Commission Expires: 7-14-09

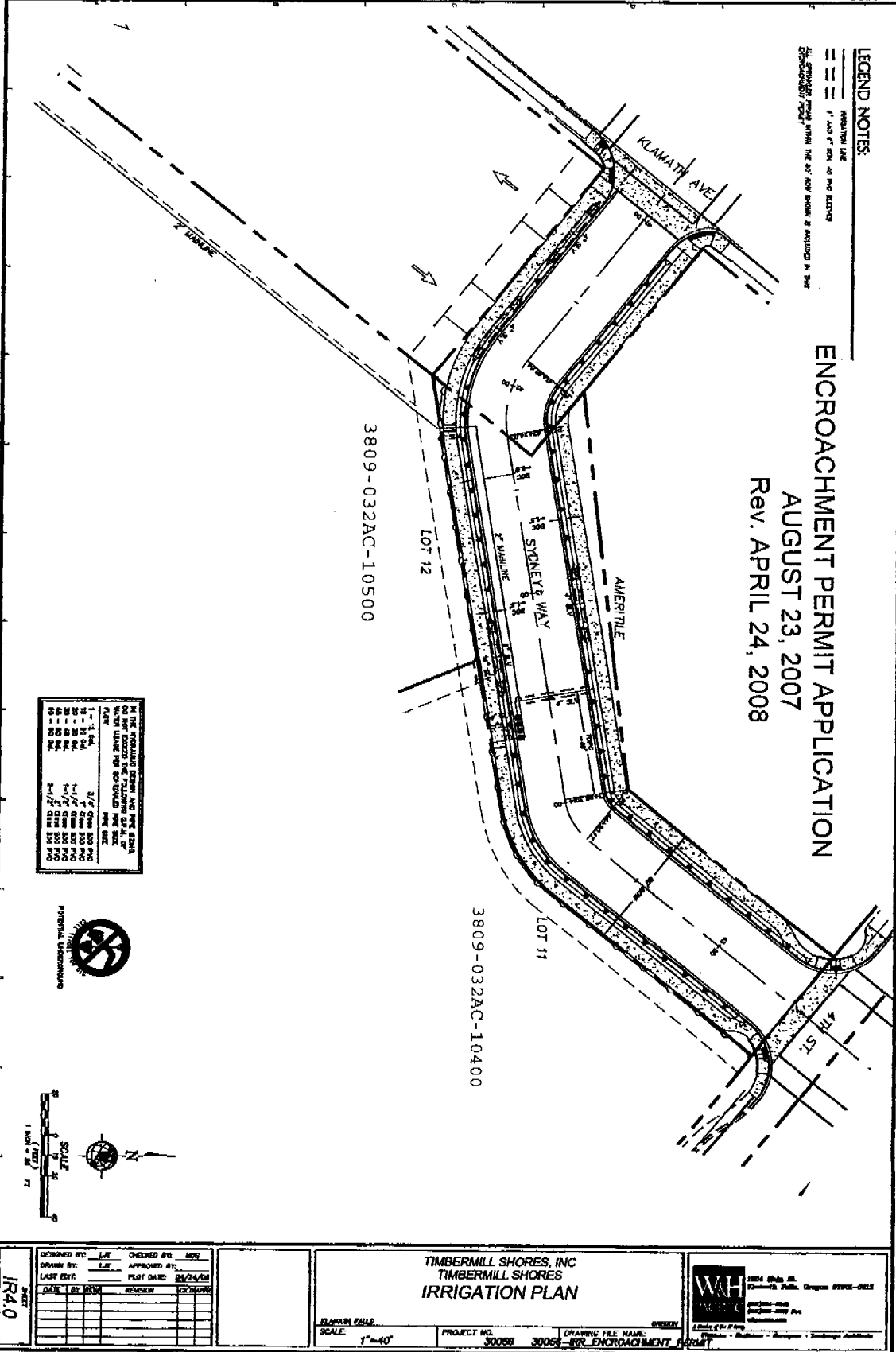


ENCROACHMENT PERMIT APPLICATION

LEGEND NOTES:

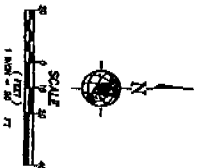
- PROPOSED LINE
- 1" AND 2" R/W AND R/W BOUNDARIES
- ALL EXISTING PROPOSED WITH THE R/W AND BOUNDARIES IS SHOWN IN THIS ENCROACHMENT PERMIT

ENCROACHMENT PERMIT APPLICATION  
AUGUST 23, 2007  
Rev. APRIL 24, 2008



NO. OF PROPOSED ENCROACHMENT LINES SHALL NOT EXCEED THE FOLLOWING OF 1" OR MORE (LINES FOR BOUNDARIES) PER SIZE

ENCROACHMENT SIZE	NO. OF LINES
1" - 1 1/2"	1
1 1/2" - 2"	2
2" - 2 1/2"	3
2 1/2" - 3"	4
3" - 3 1/2"	5
3 1/2" - 4"	6
4" - 4 1/2"	7
4 1/2" - 5"	8
5" - 5 1/2"	9
5 1/2" - 6"	10
6" - 6 1/2"	11
6 1/2" - 7"	12
7" - 7 1/2"	13
7 1/2" - 8"	14
8" - 8 1/2"	15
8 1/2" - 9"	16
9" - 9 1/2"	17
9 1/2" - 10"	18
10" - 10 1/2"	19
10 1/2" - 11"	20
11" - 11 1/2"	21
11 1/2" - 12"	22
12" - 12 1/2"	23
12 1/2" - 13"	24
13" - 13 1/2"	25
13 1/2" - 14"	26
14" - 14 1/2"	27
14 1/2" - 15"	28
15" - 15 1/2"	29
15 1/2" - 16"	30
16" - 16 1/2"	31
16 1/2" - 17"	32
17" - 17 1/2"	33
17 1/2" - 18"	34
18" - 18 1/2"	35
18 1/2" - 19"	36
19" - 19 1/2"	37
19 1/2" - 20"	38
20" - 20 1/2"	39
20 1/2" - 21"	40
21" - 21 1/2"	41
21 1/2" - 22"	42
22" - 22 1/2"	43
22 1/2" - 23"	44
23" - 23 1/2"	45
23 1/2" - 24"	46
24" - 24 1/2"	47
24 1/2" - 25"	48
25" - 25 1/2"	49
25 1/2" - 26"	50
26" - 26 1/2"	51
26 1/2" - 27"	52
27" - 27 1/2"	53
27 1/2" - 28"	54
28" - 28 1/2"	55
28 1/2" - 29"	56
29" - 29 1/2"	57
29 1/2" - 30"	58
30" - 30 1/2"	59
30 1/2" - 31"	60
31" - 31 1/2"	61
31 1/2" - 32"	62
32" - 32 1/2"	63
32 1/2" - 33"	64
33" - 33 1/2"	65
33 1/2" - 34"	66
34" - 34 1/2"	67
34 1/2" - 35"	68
35" - 35 1/2"	69
35 1/2" - 36"	70
36" - 36 1/2"	71
36 1/2" - 37"	72
37" - 37 1/2"	73
37 1/2" - 38"	74
38" - 38 1/2"	75
38 1/2" - 39"	76
39" - 39 1/2"	77
39 1/2" - 40"	78
40" - 40 1/2"	79
40 1/2" - 41"	80
41" - 41 1/2"	81
41 1/2" - 42"	82
42" - 42 1/2"	83
42 1/2" - 43"	84
43" - 43 1/2"	85
43 1/2" - 44"	86
44" - 44 1/2"	87
44 1/2" - 45"	88
45" - 45 1/2"	89
45 1/2" - 46"	90
46" - 46 1/2"	91
46 1/2" - 47"	92
47" - 47 1/2"	93
47 1/2" - 48"	94
48" - 48 1/2"	95
48 1/2" - 49"	96
49" - 49 1/2"	97
49 1/2" - 50"	98
50" - 50 1/2"	99
50 1/2" - 51"	100



DESIGNED BY: JLT	CHECKED BY: MSL	<p><b>TIMBERMILL SHORES, INC</b> <b>TIMBERMILL SHORES</b> <b>IRRIGATION PLAN</b></p>	<p><b>WAH</b> 2004 State St. Orem, UT 84058 801-225-1111 www.wahinc.com</p>
DRAWN BY: JLT	APPROVED BY: JLT		
DATE: 05/24/08	DATE: 05/24/08		
DATE: 05/24/08	DATE: 05/24/08		
<p>PROJECT NO. 30056 30056-001 ENCROACHMENT PERMIT</p>		<p>DRAWING FILE NAME: 30056-001 ENCROACHMENT PERMIT</p>	

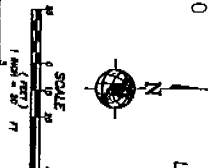
Exhibit "A" page 1 of 3

⑥ IF NECESSARY TO RUN IN THEORY DETROIT SCHEDULE.

APPROXIMATE DATE  
11-1-68  
11-1-68  
11-1-68  
11-1-68

ALL SPECULATIVE PURSUES WITHIN THE 40' FOOT ZONING IS INCLUDED IN THE ECONOMIC DEVELOPMENT ACTIVITY

## Rev. APRIL 24, 2008



**W&H**  
PARTNERS  
A Division of The W Group  
1804 Main St.  
Albany Park, Chicago 57061-0221  
(312) 464-4444  
(312) 464-4444 Fax  
whp@wgroup.com  
Chicago • Minneapolis • New York • San Francisco • Seattle  
PHOTOGRAPHY

