



00093270201000135270030037

11/23/2010 11:13:27 AM

Fee: \$47.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

Iris Glen Townhomes, LLC  
1007 NW Rimrock Drive  
Redmond, OR 97756

**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 Iris Glen Townhomes, LLC (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 the alley right-of-way adjacent to Fort Klamath Road in the City of Klamath Falls located at 135 Fort Klamath Road and (as shown on the attached map Exhibit "A"). This license/permit is granted for the limited purpose of installing private utility lines 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 private utility lines and for all expenses for removal of the private utility 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 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 18 day of November, 2010.

CITY OF KLAMATH FALLS

By: [Signature]  
City Manager

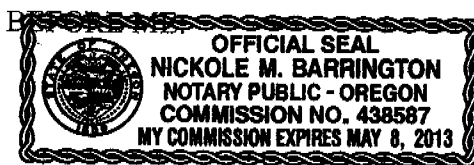
Attest: [Signature]  
City Recorder

IRIS GLEN TOWNHOMES, LLC

By: [Signature]  
Name/Title: Managing Member

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

On the 23rd day of November, 2010, personally appeared Rick Whitlock 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.



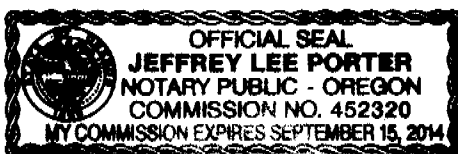
[Signature]  
Notary Public for Oregon  
My Commission Expires: 5-8-2013

STATE OF OREGON           )  
  ) ss.  
County of Deschutes    )

On November 18, 2010, personally appeared Iris Glen Townhomes, who, being first duly sworn, did acknowledge that he/she is the managing member for Iris Glen Townhomes, LLC, and that the foregoing instrument was signed on behalf of the Iris Glen Townhomes, LLC, and that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

BEFORE ME:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 9-15-10



MAIN STREET

**CROSSING SCHEDULE:**

STA. 0+06.83 12" PRIVATE STORM SEWER  
 STA. 0+63.22 3" PRIVATE DOMESTIC WATER  
 STA. 0+65.50 4" PRIVATE FIRE WATER  
 STA. 0+70.87 START 3" PRIVATE GEOTHERMAL  
 (22.5' FROM PERPENDICULAR)  
 STA. 0+78.88 END 3" PRIVATE GEOTHERMAL  
 (22.5' FROM PERPENDICULAR)

**CROSSING SCHEDULE CONT:**

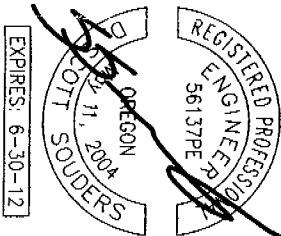
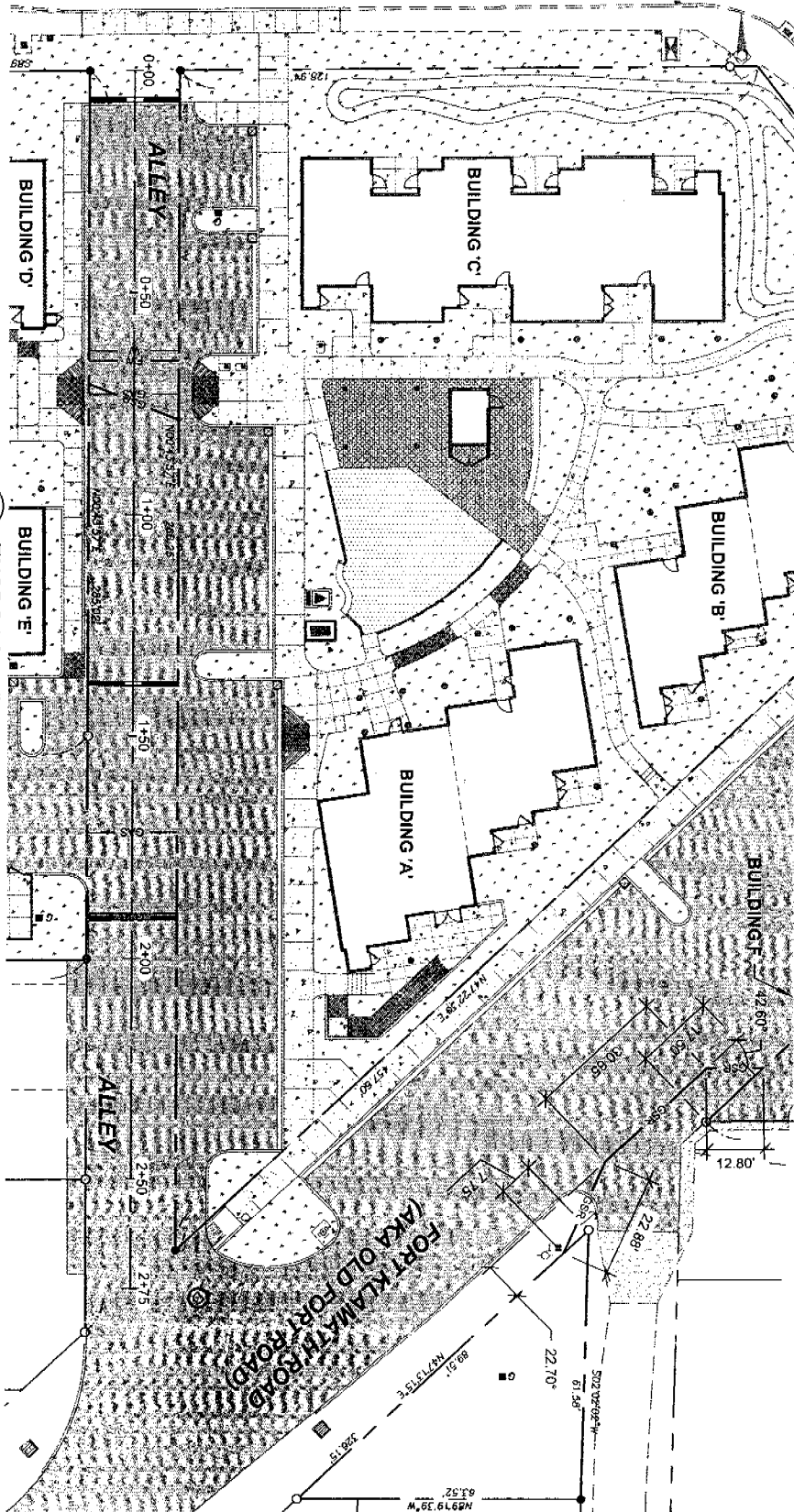
STA. 0+73.08 12" PRIVATE NATURAL GAS  
 STA. 1+38.10 12" PRIVATE STORM SEWER  
 STA. 1+71.60 12" PRIVATE NATURAL GAS  
 STA. 1+80.55 4" TRAFFIC CALMING SPEED BUMP  
 STA. 1+80.75 3" PRIVATE GEOTHERMAL

**LEGEND:**

— GAS — 1-1/4" PRIVATE NATURAL GAS  
 — W — 3" PRIVATE DOMESTIC WATER  
 — GSR — 3" PRIVATE GEOTHERMAL SUPPLY & RETURN  
 — FW — 4" PRIVATE FIRE WATER  
 — — 12" PRIVATE STORM SEWER  
 — — TRAFFIC CALMING SPEED BUMP



1 ENCROACHMENT PERMIT EXHIBIT  
 1" = 30'



LUCKENBILL-DRAYTON & ASSOCIATES

IRIS GLEN TOWNHOMES

