

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601



00057965200800168510050050

12/29/2008 03:19:21 PM

Fee: \$41.00

GRANTEE:

Walter & Sara Seput
501 Damont Street
Klamath Falls, OR 97601

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 Walter & Sara Seput (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 Damont and Auburn Streets rights-of-way in the City of Klamath Falls adjacent to property legally described in Exhibit "A" and as shown on the attached map marked Exhibit "B." This license/permit is in addition to an existing encroachment permit for driveway and retaining wall purposes and is granted for the limited purpose of constructing an additional \pm 465 square foot hard surface area to the already existing driveway 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; Grantee shall apply for a permit to prune and/or remove trees in the rights-of-way from the City Parks Division;
- 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; Grantee shall apply for a site construction permit with City Engineering, and shall work with the Public Works Department staff to minimize drainage problems to property owners across Auburn and Damont Streets; and
- 3) Grantee shall be responsible for the maintenance of the additional driveway area and other required improvements and for all expenses for removal of any such improvements, if required under this license/permit, and for restoration of the right-of-way damaged by such 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 10th day of ~~November~~ December, 2008.

CITY OF KLAMATH FALLS

By: [Signature]
City Manager

Attest: [Signature]
City Recorder

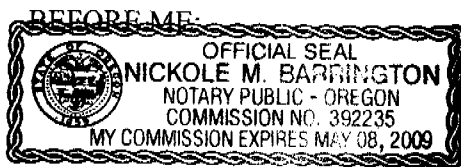
GRANTEES

By: [Signature]
Walter Seput

By: [Signature]
Sara ~~Seput~~
Morris

STATE OF OREGON)
) ss.
County of Klamath)

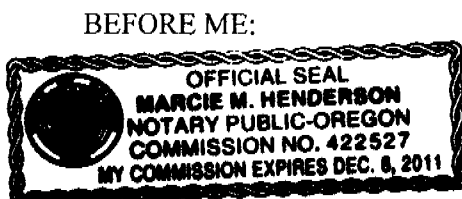
On the 10th day of ~~November~~ December, 2008, personally appeared Jeffrey D. Ball and Elisa D. Olson, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.



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

STATE OF OREGON)
) ss.
County of Klamath)

On the 14 day of November, 2008, personally appeared Walter ~~and Sara~~ Seput and they acknowledged that said instrument was signed by each as their voluntary act and deed.



[Signature]
Notary Public for Oregon
My Commission Expires: 12-8-11

STATE OF OREGON,

County of Klamath

} ss.

On November 7, 2008, before me personally appeared Sara Morris
DATE

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



Marcie M. Henderson
Notary Public for Oregon

My commission expires 12-8-11

200 NOV 20 PM 2:09



Aspen
TITLE & ESCROW INC.
ASPEN TITLE ESCROW 01052012

WARRANTY DEED

Vol. M00 Page 43017

AFTER RECORDING RETURN TO:
WALTER SEPUT AND SARA MORRIS
501 DAMONT
KLAMATH FALLS, OR 97601

UNTIL A CHANGE IS REQUESTED ALL TAX
STATEMENTS TO THE FOLLOWING ADDRESS:
SAME AS ABOVE

State of Oregon, County of Klamath
Recorded 11/30/00, at 2:09 p.m.
In Vol. M00 Page 43017
Linda Smith,
County Clerk Fees 21.42

KENNETH GAROLD THOMPSON AND WILLA IONE THOMPSON, CO-TRUSTEES
UNDER THE KENNETH AND WILLA THOMPSON FAMILY TRUST DATED AUGUST
10, 1989, hereinafter called GRANTOR(S), convey(s) and warrants
to WALTER SEPUT AND SARA MORRIS, HUSBAND AND WIFE, hereinafter
called GRANTEE(S), all that real property situated in the
County of Klamath, State of Oregon, described as:

Legal
Description

LOTS 5 AND 6, BLOCK 11, AND LOT 1, BLOCK 10, THE TERRACES, IN
THE CITY OF KLAMATH FALLS, STATE OF OREGON.

CODE 1 MAP 3809-2808 TL 5000 CODE 1 MAP 3809-2808 TL 5200

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE
APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST
FARMING OR FOREST PRACTICES AS DEFINED (N ORS 30.390.)"

and covenant(s) that grantor is the owner of the above described
property free of all encumbrances except covenants, conditions,
restrictions, reservations, rights, rights of way and easements
of record, if any, and apparent upon the land, contracts and/or
liens for irrigation and/or drainage,

and will warrant and defend the same against all persons who may
lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is
\$160,900.00 (A PORTION SHALL BE PAID BY AN ACCOMMODATOR
PURSUANT TO AN IRC 1031 EXCHANGE.)

In construing this deed and where the context so requires, the
singular includes the plural.

IN WITNESS WHEREOF, the grantor has executed this instrument
this 30th day of November, 2000.

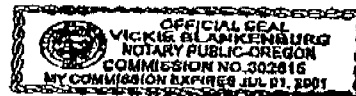
KENNETH GAROLD THOMPSON AND WILLA IONE THOMPSON, CO-TRUSTEES
UNDER THE KENNETH AND WILLA THOMPSON FAMILY TRUST DATED AUGUST
10, 1989

BY Kenneth Garold Thompson BY Willia Ione Thompson
KENNETH GAROLD THOMPSON WILLA IONE THOMPSON
CO-TRUSTEE/INDIVIDUAL CO-TRUSTEE/INDIVIDUAL

STATE OF Oregon County of Klamath ss.

On November 30, 2000, personally appeared
Kenneth Garold Thompson & Willa Ione Thompson who
acknowledged the foregoing instrument to be their voluntary act
and deed.

Vickie Blankenship
Notary Public for Klamath Falls, OR
My Commission Expires: 7/02/01



21A

Exhibit A

TOTAL P.002

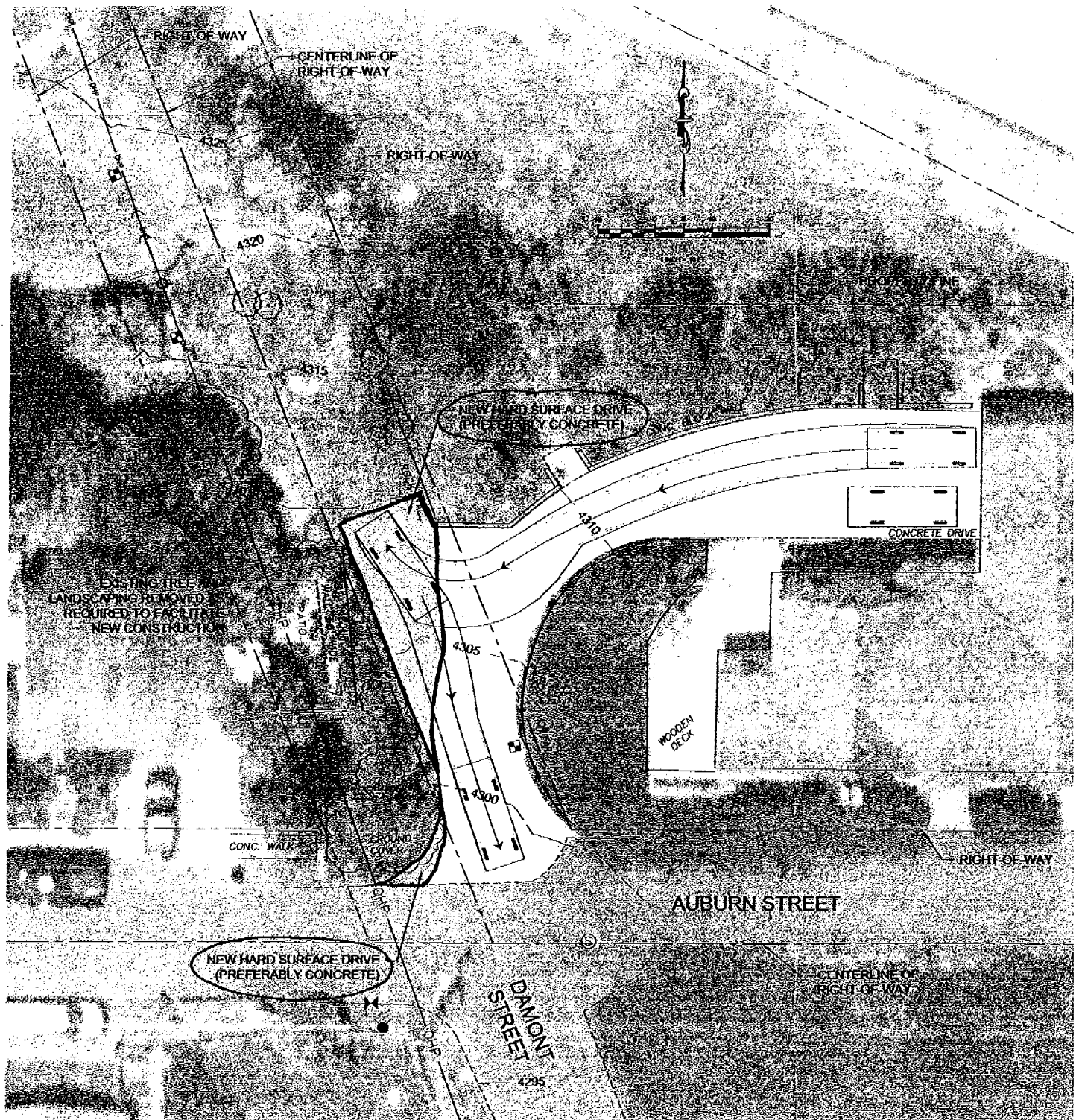


Exhibit B



PROPOSED IMPROVEMENTS
1" = 10'