

2009-011359

Klamath County, Oregon



00071555200900113590040049

08/24/2009 03:27:38 PM

Fee: \$36.00

PERMIT/LICENSE

Grantor: Klamath County School District  
10501 Washburn Way  
Klamath Falls, OR 97603

Permittee: Paul and Biruta Maldutis, as Trustees  
of the Maldutis Family Trust  
438 Hunter Court  
Klamath Falls, OR 97603

Consideration: \$0.00

After recording, return to:

James R. Uerlings  
Boivin, Uerlings & DiIaconi, P.C.  
803 Main Street, Ste 201  
Klamath Falls, OR 97601

EFFECTIVE as of the 19th day of August, 2009 Klamath County School District, hereinafter called Grantor, hereby grants Paul and Biruta Maldutis, as Trustees of the Maldutis Family Trust, hereinafter called Permittees, the non-exclusive right, license and permission to enter and be upon Grantor's property located on a portion of the real property as described on Exhibit 1, attached hereto and made a part hereof for the purpose of the placement and maintenance of a firebreak, 3 trees and a rock pile wall, upon the terms and conditions as follows:

1. CONSIDERATION: \$0.00
2. DATE OF EXPIRATION: Sixty (60) days after notice
3. OTHER PROVISIONS: Permittees shall do the following:

- a) maintain the area free of any and all litter and weeds that may accumulate from Permittees' use; and,
- b) in no way restrict use by Grantor or its invitees.

4. ASSUMPTION OF RISK AND LIABILITY OF PERMITTEE:

- a) Grantor has made no representation as to the present or future conditions of its property and Permittees assume all risks of damage to property or of injury to Permittee, in connection with the exercise of rights hereunder.
- b) Permittees shall pay for all damage to Grantor's property resulting directly or indirectly from the negligent acts or omissions of Permittees hereunder, and shall reimburse Grantor for all costs reasonably incurred for fighting fire resulting directly or indirectly from the Permittees' acts or omissions hereunder whether negligent or otherwise.
- c) Permittees shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from the Permittees' acts or omissions hereunder whether negligent or otherwise.
- d) Permittee makes no claim to the trees on Exhibit 1, page 1, adjacent to Lot 10.

5. TERMINATION AND SUSPENSION:

- a) All rights to the use of the real property described herein by Permittees shall terminate automatically sixty (60) days after notice of termination is given by either party or its successor to the other, with or without cause.
- b) In addition, any failure to exercise a right to terminate this permit in case of default shall not constitute a waiver of the defaulting party's obligation to perform strictly in accordance with the terms of this permit. Any such right to terminate shall remain in full force and effect and may be exercised so long as such default continues.
- c) Upon termination, Permittees shall have reasonable access to the property on Exhibit 1, page 2, in order to remove any items encroaching on Grantor's property.

Returned @ Counties

6. NON-ASSIGNMENT: This permit is appurtenant to Permittees' adjacent property and may be transferred therewith, but not otherwise.

7. NOTICE: Any notice to be given to either party hereto to the other, under the provisions of or with respect to this permit, may be served personally or by registered mail, addressed to the party to be served at the latter's post office address hereinabove set forth, or at such other address as a party or its successor in interest may designate by like notice to the other party; and, such service by registered mail shall be equivalent to personal service.

8. BINDING EFFECT: This permit shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

IN WITNESS WHEREOF, the parties hereto have executed this permit in duplicate and Permittees have accepted the same as of the day and year hereinabove first written.

ACCEPTED:

KLAMATH COUNTY SCHOOL DISTRICT

By: Greg Thede

Name (Print) Greg Thede  
Chairman of the Board  
Klamath County School District

PAUL AND BIRUTA MALDUTIS, AS TRUSTEES  
OF THE MALDUTIS FAMILY TRUST

By: Paul Maldutis

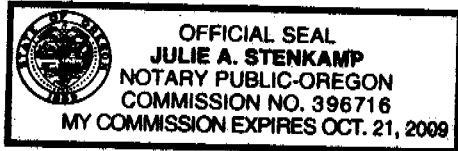
Paul Maldutis, Trustee

By: Biruta Maldutis

Biruta Maldutis, Trustee

State of Oregon )  
 ) ss.  
County of Klamath )

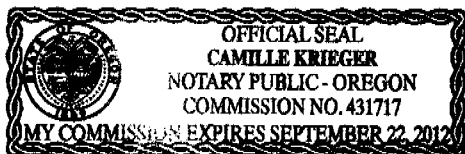
This instrument was acknowledged before me on this 14 day of August, 2009 by Paul and Biruta Maldutis, as Trustees of the Maldutis Family Trust.



Julie Stenkamp  
Notary Public for Oregon  
My Commission Expires: 10/21/09

State of Oregon )  
 ) ss.  
County of Klamath )

This instrument was acknowledged before me on this 19<sup>th</sup> day of August, 2009 by Greg Thede, Chairman of the Board for Klamath County School District.



Camille Krieger  
Notary Public for Oregon  
My Commission Expires: 9/22/2012

# ENCROACHMENT MAP

LOT 9 THROUGH 11 OF BASIN VIEW ESTATES  
SITUATED IN THE NE1/4 OF  
SECTION 35, T38S, R9E W.M.  
KLAMATH COUNTY, OREGON

## LEGEND:



FOUND MONUMENT

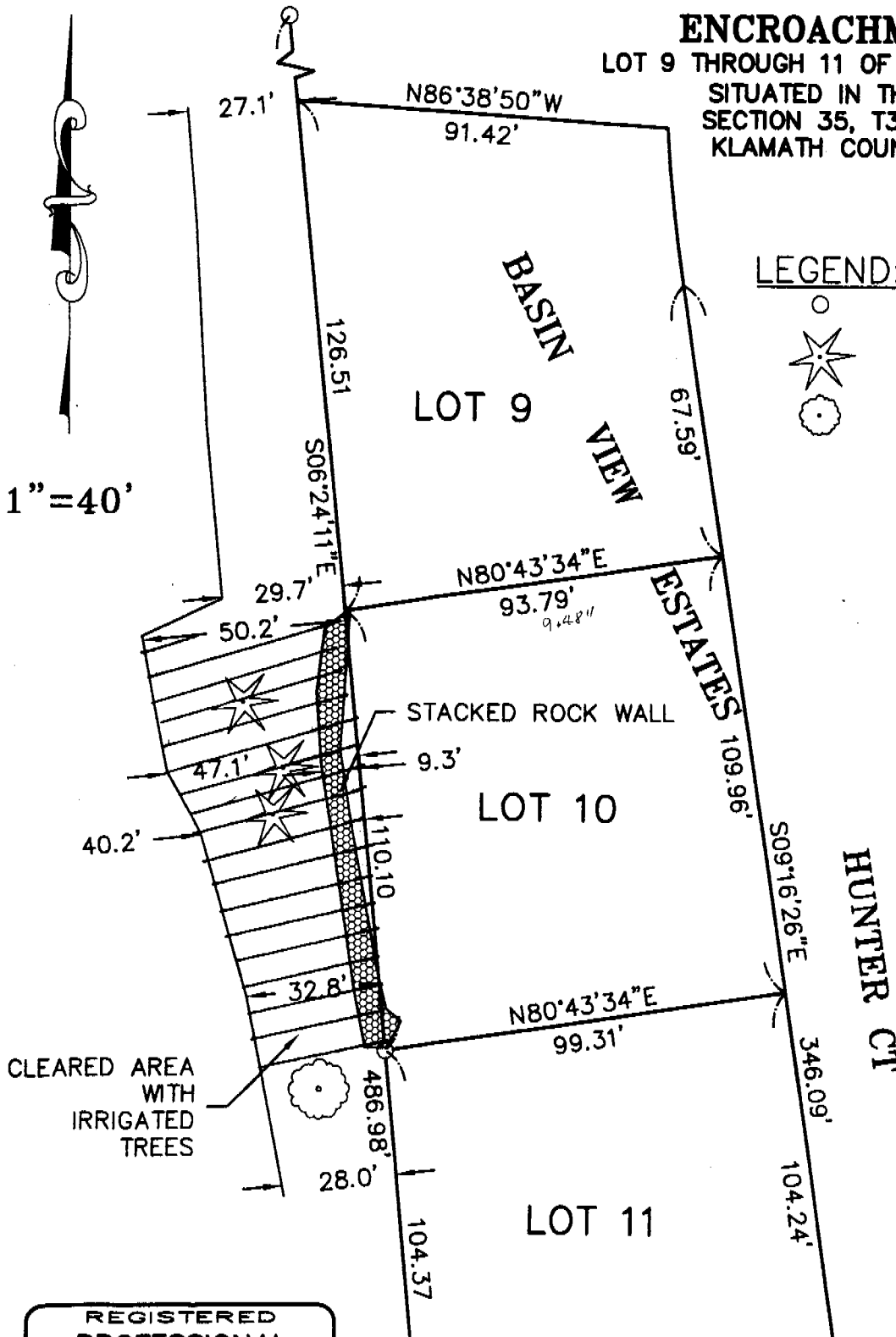


TREE, CONIFER



TREE, DECIDUOUS

1"=40'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Keith R. Rhine*  
OREGON  
JULY 11, 2000  
KEITH R. RHINE  
58985  
RENEWAL DATE: 12-31-10

**R-C**  
RHINE-CROSS  
GROUP

**RHINE-CROSS GROUP** LLC

ENGINEERING - SURVEYING - PLANNING  
115 N. 5TH ST, SUITE 200 - P.O. BOX 909  
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405

Fax: (541) 273-9200

admin@rc-grp.com

EXHIBIT No. 1

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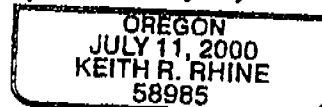
EXHIBIT A  
DESCRIPTION FOR THE  
FOOTHILLS BOULEVARD PROPERTY

A tract of land situated in the NW1/4 of the NE1/4 of Section 35, T38S, R9E WM, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of proposed Tract 1152-North Hills, said corner being S88°22'24"E, 1131.94 feet from the North one-quarter corner of said Section 35; thence along the westerly line of said proposed Tract 1152, S03°18'00"W 314.79 feet, S06°24'09" E 672.02 feet, S00°05'47"E, 225.00 feet to a point 100.00 feet Northerly measured at right angles to the South line of said NW1/4NE1/4, thence S89°54'13" W, parallel to said line, 715.00 feet; thence N78°47'00"W 101.95 feet; thence S89°54'13"W 169.00 feet; thence North 313.33 feet; thence N43°00'00"E 252.20 feet; thence N05°00'00"E 211.89 feet; thence N45°54'40"E 205.33 feet; thence N29°11'28"E 129.60 feet; thence N42°21'12"E 106.41 feet; thence N73°35'41"E 168.19 feet; thence N49°26'34"E 155.85 feet to the Southerly right of way line of the North West Pipe Line; thence S88°49'11"E, along said right of way line 174.24 feet to the point of beginning, containing 20.12 acres, with bearings based on said proposed Tract 1152, said tract of land subject to a 20 foot drainage easement along the Southerly line.



*Keith R. Rhine*



RENEWAL DATE: 12/31/08

EXHIBIT No. 1

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