

After Recording Return to, and  
Send Tax Statements to:  
Klamath County  
305 Main Street  
Klamath Falls, OR 97601

2012-010514

Klamath County, Oregon



00124663201200105140080088

09/24/2012 10:01:34 AM

Fee: NO FEE

## WARRANTY DEED

**Marsha Cole, also known as Marsha Saiz**, hereinafter called Grantor, for the true and actual consideration of Three Thousand One Hundred Fifty Five Dollars (\$3,155.00), conveys to **Klamath County**, a political subdivision of the State of Oregon, hereinafter called Grantee, fee simple interest in all that real property situated in Klamath County, State of Oregon, described as follows:

A tract of land being a portion of Lot 1, Block 6 of Third Addition to Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, said tract also lying in the Northeast one-quarter of the Southwest one-quarter (NE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ ) of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of that parcel of land conveyed to Marsha Cole, also known as Marsha Saiz by that certain deed recorded on October 7<sup>th</sup>, 1994, in Volume M94, Pages 31455 and 31456, KLAMATH COUNTY OREGON DEED RECORDS, said tract being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 6 of Third Addition to Altamont Acres, said point also being at the intersection of the Westerly right of way of Altamont Drive and the Southerly right of way of Laverne Avenue; thence Southerly, along the East line of said Lot 1 and the Westerly right of way of Altamont Drive, 20.00 feet; thence leaving said East line and Westerly right of way, Northwesterly to a point on the North line of said Lot 1 and the Southerly right of way of Laverne Avenue, said point being 20.00 feet Westerly from the Point of Beginning; thence Easterly, along said North line of Lot 1, 20.00 feet to the Point of Beginning, all in Klamath County, Oregon.

The tract of land to which this description applies contains 200 square feet, more or less.

To have and to hold the said premises unto said GRANTEE and covenants the GRANTOR is the owner of the above described property free and clear of all encumbrances except easements, conditions and restrictions of record and will warrant and defend the same against all persons who may lawfully claim the same, except as may be shown above.

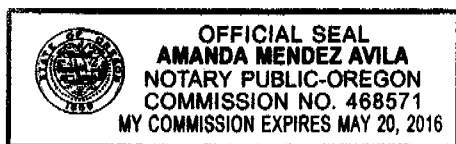
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 29<sup>th</sup> day of August, 2012.

Marsha L Saiz  
Marsha Cole, also known as Marsha Saiz

STATE OF OREGON   )  
                                  ) ss.  
County of Klamath )

On August 29<sup>th</sup>, 2012, personally appeared the above-named Marsha Cole, also known as Marsha Saiz, and acknowledged the foregoing instrument to be her voluntary act before me.



Amanda Mendez Avila  
Notary Public for Oregon  
My Commission Expires: May 20, 2016

This conveyance is accepted and approved  
for recording on behalf of Klamath County.

S. R. Steedman

**OWNER:** Marsha Cole aka Saiz  
**ADDRESS:** 3802 Altamont Drive, KF  
**PROJECT:** Altamont @ Laverne  
**PARCEL:** 1479-07

**OWNER'S COUNTEROFFER**

I, the undersigned property owner, hereby agree to sell to Klamath County the real property described in the Offer to Purchase dated August 14, 2012, subject to the County's acceptance of the following changes to the terms and conditions set forth in said Offer:

The County mitigated the loss of a commercial parking space by including the cost of constructing a concrete parking pad on another part of my property. I agree with that approach, but I feel the parking pad should be 10' by 18' instead of 10' by 15'. As per the attached bids, this will entail an additional \$460 in fencing costs, \$135 in fencing removal, and \$100 in concrete costs. The total compensation will increase by \$695.00.

Based on the above changes, the total compensation acceptable to the property owner for the purchase of the aforementioned property is: \$3,155.00.

Dated this 29<sup>th</sup> day of August, 2012.

Marsha Cole aka Marsha Saiz  
Marsha Cole aka Marsha Saiz

534 58 1919  
Social Security No.

**ACCEPTANCE OF COUNTEROFFER**

Klamath County hereby accepts the above Counteroffer and agrees to pay said owner the sum of \$3,155.00 in accordance with the terms and conditions of the Offer to Purchase Real Property dated August 14, 2012, as amended by the changes set forth in the above Counteroffer.

By: SR Strickland  
SR STRICKLAND  
KLAMATH COUNTY PUBLIC WORKS

AUG 31 2012  
Date



CCB# 181369 CA Lic.# 633180  
SUPERIOR FENCE 6930 Airway Dr.  
KLAMATH FALLS, OR 97603 541-882-6944 Fax: 541-884-7883

## ESTIMATE

Page 1 of 1  
08/16/2012

### Customer Information:

Freeman, Doug  
KLAMATH FALLS, OR

### Job Information:

Unknown

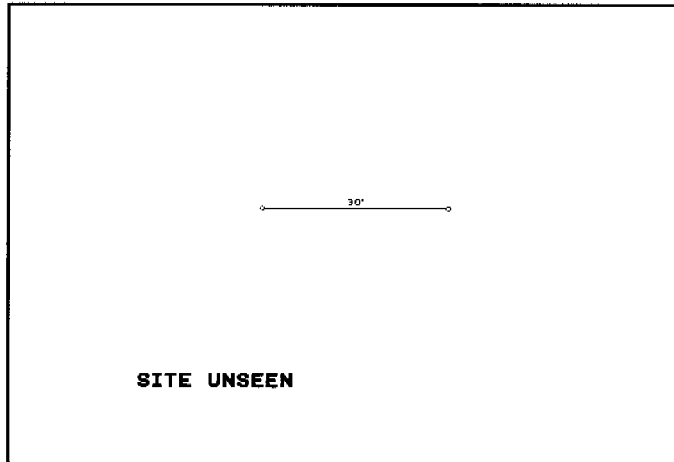
### Notes:

Supply and install apx. 30' of 4' high heavy frame chain link fence with bottom wire as per drawing. All post set in concrete.

Price \$459.51

Option: Remove 20' of 4' high chain link fence and haul away \$135.00

SUPERIOR FENCE will have the property marked for underground utilities. Sprinkler lines will need to be marked by customer. SUPERIOR FENCE is NOT responsible for any unmarked underground. If needed to dig within the area of marked lines, the client assumes responsibility for any damage to underground lines. Client is responsible for property lines and placement of fence. SUPERIOR FENCE will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does SUPERIOR FENCE assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. SUPERIOR FENCE shall advise the customer as to local zoning regulations but responsibility for complying with said



regulations. Client is responsible for knowing CCR's of their subdivision. SUPERIOR FENCE will assist with obtaining any needed permits. All finished fence to face the outside of framework (field and ranch fence to go to inside) unless indicated in the contract. Fence trenching and excavation of un-native ground will be an additional charge. Any change of fence lay out or fence description will be an additional charge or credit. If customer cancels job after three days, from the date the contract was signed, the down payment will be forfeited. A finance charge of 2% per month for a minimum of \$10.00 will be charged or an annual rate of 24% to any unpaid balance. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Approved & Accepted for Customer:

Contract Amount: \$ 459.51  
Down Payment: \$ 229.76  
Balance Due: \$ 229.75

Accepted for SUPERIOR FENCE:

Customer Date

Salesperson Date

Head Painting & Concrete, Inc.

Contractor is licensed by the CCB# 155782

3609 Hwy 39

Klamath Falls, Or. 97603

541-884-3582 Fax 541-884-3826

Date	Estimate #
8/7/2012	2794

Name / Address
Doug Freeman Lane County Public Works

P.O. No.	Project

Description	Total
Job at corner of Altamont and Laverne	
Demo and place and finish concrete slab 10' x 15' x 4" and So end of existing parking lot.	850.00
50% down required, balance due on completion.	
If job is 10' x 18' the \$100 more and if it is 10' x 20' then \$200 more Price will be adjusted if it is the 10' x 18' at time of contract signing.	200.00

Estimates good for 25 days. All invoices are due

10 days following date of invoice. Finance charges of 1.5% per month will be charged on accounts 30 days past due from date of billing. In the event of suit to enforce collection of any sums under the invoice, purchaser agrees to pay attorney fees and all costs of suits.

Signature

**Total**

\$1,050.00

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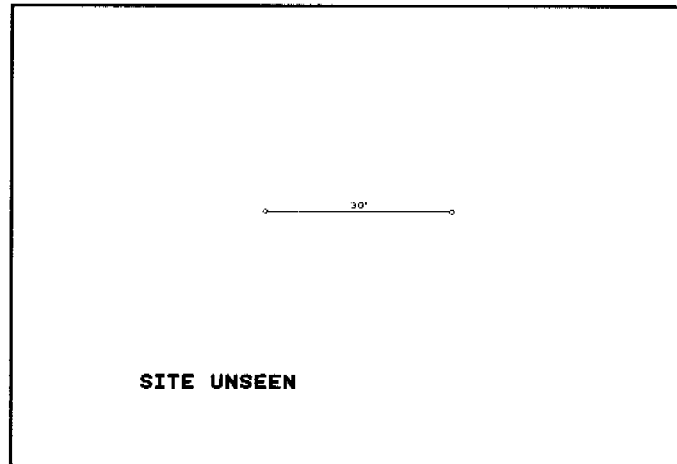
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<b>Total</b>	\$1,050.00
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