

93610

OCT 4 2 02 PM 1974

Vol. 11-74 Page 13037

CONSTRUCTION SUPERINTENDENT EMPLOYMENT
AGREEMENT

AGREEMENT, dated 7/19/74, 1974 between

John Post, of San Diego, California, hereinafter called the Owner, and Roland G. Robertson of San Diego, California, hereinafter called the Superintendent, whereby Owner employs Superintendent and Superintendent hereby accepts employment from Owner to perform general construction supervision services according to the terms and conditions of this construction Agreement for the construction by the Owner of motels, apartments and restaurants, hereinafter called "Project", on real property located in various areas of the West and Southwest, United States.

1. Duties and Responsibilities of Superintendent.

During the construction phase of the Project, Superintendent shall exercise general supervision and engage in the actual construction of the Project by:

(a) Providing technical direction to employees of Owner or those employed by Superintendent.

(b) Supervise on a full-time basis all phases of construction in accordance with all drawings and materials in the form of plans, elevations, sections, and rendered perspectives sufficient to convey the architectural design of the Project.

(c) Inspecting the Project on a daily basis as to the nature and the progress of the work on the Project, and to do all things and work as directed by Owner in furtherance of the construction of the Project.

13038

(d) Promptly advising the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, sub-contractor, material-man, or employee of Superintendent with respect to the Project.

(e) Rejecting any work on the Project that does not conform to the contract documents.

(f) Furnishing on request of the Owner, any contractor or any sub-contractor on the Project definitions and interpretations of the working drawings and specifications for the Project.

(g) Reviewing and approving shop drawings, samples and other submissions of any contractor, sub-contractor or material-man for conformance with the design concept of the Project and compliance with the contract documents.

(h) Making such reports as may be required by the Owner for the use by any public agency on the progress of the construction of the Project.

(i) Approving, subject to written concurrence by the Owner, of the substitution of any materials or equipment for those required by the working drawings and specifications for the Project.

(j) Maintaining construction accounts for the Project including the recording and keeping of any books, payroll, and ledgers and accounts relating to the ordering and purchasing of materials.

13039

2. Guarantee of Construction. At all times during the continuance of this Agreement, the Superintendent shall use his best efforts to secure compliance by contractors employed on the Project with the contractual requirements for the Project but shall not be guarantor of the performance of any contractor nor shall he be liable for the errors or omissions of any contractor, sub-contractor or material-man employed on or furnishing materials to the Project.

3. Schedule of Work. Promptly after execution of this Agreement and after receipt of written authorization from the Owner to proceed with the work covered by this Agreement, the Superintendent shall prepare and submit to the Owner for approval a schedule showing the order in which the Superintendent proposes to carry on his work, with dates on which he will commence each phase of such work as detailed in this Agreement and the contemplated dates when he will complete such phase. The Superintendent shall revise such schedule at the end of each month, indicating thereon the percentage of work completed, and immediately deliver said schedule to Owner for approval.

4. Compensation. The Owner shall pay to the Superintendent a monthly salary commencing on 7/1/74, payable on the last day of each month the sum of \$900.00 per month, net of payroll taxes and other deductions required by law; except that to the extent said deductions exceed \$300.00 per month, the maximum salary on an annual

13040

basis shall not exceed \$14,400.00 for the first year. Thereafter, on each anniversary (365 days from the commencement paying compensation under this paragraph), Superintendent shall receive an increase salary of \$100.00 per month for the next succeeding twelve months, which increase shall be net after payroll taxes and other deductions required by law.

As additional compensation, Superintendent shall receive a housing allowance equal to \$2,700.00 a year in the form of the free use and occupancy of an A-frame apartment with utilities furnished.

5. Reimbursable Expenses. In addition to the basic compensation, as aforementioned, Owner shall reimburse Superintendent on or before the 10th day of each calendar month for all costs, shown on vouchers delivered to the Owner by the Superintendent on or before the 5th day of each such month, actually incurred by the Superintendent in connection with the Project during the preceding calendar month for:

(a) Long distance telephone calls or telegrams in connection with the Project;

(b) Fees or expenses required to be paid by the Owner or requested to be paid at Owner's direction;

(c) Any additional expenses incurred by Superintendent in performing any additional services requested by the Owner but not required to be performed by the Superintendent under this Agreement.

13041

6. Term. The term of this Agreement shall commence on 7/25, 1974, and shall be for a period of six years, subject to earlier termination as herein provided, but in any event shall terminate no later than 7/25, 1980. Thereafter, this Agreement shall continue in full force and effect from month to month after the expiration of the initial term, unless either party shall give at least thirty days (30) prior notice to the other of an election to terminate this Agreement at the end of the initial term or any renewal term.

7. Termination of Agreement.

(a) The Owner reserves the right, on giving by him of written notice to the Superintendent, to terminate this Agreement or to suspend and abandon the Project and all work connected therewith at any time during the term of this Agreement.

(b) If, during the term of this Agreement, Superintendent commits an illegal act involving moral turpitude, a material breach of any term or terms of this Agreement, habitually neglects the duties which he has agreed to perform under the terms of this Agreement, or dies or becomes mentally or physically incapacitated or disabled so as to be unable to perform his duties, then, except as hereinafter set forth, such shall be considered cause for termination and this Agreement shall terminate as of the last day of the month in which such material breach, habitual neglect, death, mental or

13042

physical incapacity or disability shall occur. Superintendent shall be paid his full salary to the end of said month and Owner shall have no further obligations hereunder.

(c) On the termination of this Agreement, the suspension or abandonment of the Project by the Owner as provided herein, the Owner shall pay the Superintendent as full payment for all services performed and all expenses incurred by the Superintendent under this Agreement all sums actually due and owing the Superintendent from the Owner up to the day the written notice is received by the Superintendent.

(d) The Superintendent shall maintain all records required to be maintained by him under this Agreement including records of accounts between the Owner and the Superintendent on the Project; records of the Superintendent's direct personnel expenses for additional services performed under this Agreement, and records of the Superintendent's reimbursable expenses in accordance with generally accepted accounting practices and, upon the termination of this Agreement shall deliver all of the above records to Owner upon request.

7. Additional Duties and Responsibilities. At the request of Owner, Superintendent shall assist as the motel manager, at Chemist and assist as the restaurant manager when and if requested to do so by the Owner. The performance of these responsibilities shall

13043

not entitle Superintendent to any additional compensation.

8. Investment. Superintendent shall invest for the purpose of making capital improvements to the Project the sum of \$20,000.00 which sum shall be used by Owner solely and exclusively for the improvement and operation of the motel/apartment/restaurant complex at Chemult, Klamath County, Oregon. Superintendent shall receive an ownership interest in said property in the amount of 5 % of the fair market value of said real estate of the motel/apartment/restaurant complex and shall retain said interest therein unless same shall be repurchased under the provisions below. Owner shall have the option to purchase Superintendent's investment at any time within 6 years from the date hereof upon thirty days (30) notice; Superintendent shall have the option to request repurchase by Owner upon six months advance notice to Owner.

9. Moving Expenses. Expenses incurred by Superintendent in moving his family and personal belongings, furnishings, and other items concerned with his family residence shall be reimbursed to Superintendent up to \$2,700.00 for each move Superintendent makes at the request of Owner. Within thirty days (30) after any physical move, Superintendent shall present to Owner all receipts evidencing expenses incurred by Superintendent and Owner shall reimburse Superintendent within twelve months of receipt of same; except that this paragraph shall not apply to Superintendent's initial move to Chemult, Klamath County, Oregon.

10. This Agreement shall be governed by the laws

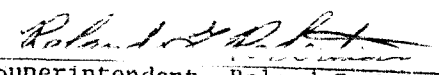
13044

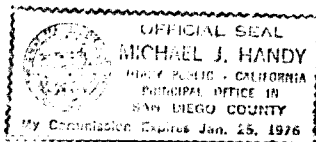
of the State of California.

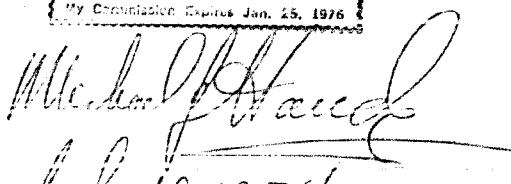
11. Entire Agreement. This Agreement contains the entire Agreement between the Owner and the Superintendent respecting the Project, and any Agreement or representation respecting the Project of the duties of either the Owner or the Superintendent in relation thereto not expressly set forth in this instrument is null and void; and any supplement, change or modification hereto shall be only by written agreement between Superintendent and Owner.

IN WITNESS WHEREOF, Owner and Superintendent have executed this Agreement at San Diego, on the date first above written.


Owner, John Post


Superintendent, Roland G. Robertson




July 19, 1974

13045

That the real property and motel business is more particularly described as follows, to-wit:

A tract of land situated in the SW 1/4 of the SW 1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, and more particularly described as follows:

Beginning at a point on the easterly right of way line of The Dalles-California Highway, which lies South 19° 24' East a distance of 1068.4 feet from the Southwest corner of Block 8 of Chemult; thence following the arc of a 3° 04' curve to the left a distance of 23.2 feet to the true point of beginning of the tract herein described; thence continuing on the arc of a 3° 04' curve to the left a distance of 281.1 feet to a point; thence South 28° 43' East a distance of 26 feet, more or less, to the South line of the SW 1/4 of the SW 1/4 of said Section, Township and Range; thence East along said South line a distance of 124.2 feet, more or less to the Southeast corner of the SW 1/4 of the SW 1/4 of said Section, Township and Range; thence North along the East line of the said SW 1/4 of the SW 1/4 363 feet to a point; thence South 70° 36' West 261.5 feet, more or less, to the point of beginning.

13046

ADDENDUM

It is my understanding that Roland Robertson, and his wife; and Michael Handy, and his wife; are Seventh Day Adventists. In view of this, they will not be expected to work from sunset on Friday to sunset on Saturday, unless it is an emergency, i.e. important to the well being of the motel/restaurant business.

John Post
John Post, Owner

STATE OF OREGON,
County of Multnomah
Filed for record at request of:
Roland Robertson
on this 11th day of Oct. A. D., 19 71
at 2:02 o'clock P. M. and duly
recorded in Vol. M-74 of Ech. Lien
Page 13037
WM. D. MILNE, County Clerk
Fee \$20.00 By *Blaine E. Coker*
Deputy.

Mr. & Mrs. Roland A. Robertson
P.O. Box 177
Chemult, Ore.
97731