

25044

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AGREEMENT

A-27544

PARTIES:

KLAMATH COUNTY UNITED FUND, an Oregon non-profit corporation
(the Seller).

GULL INDUSTRIES, INC., a Washington corporation (the Purchaser).

RECITALS:

A. Concurrently herewith the Seller has sold and conveyed to the Purchaser the real property and improvements thereon situated in Klamath County, Oregon and described as follows, to wit:

Lot 7 in Block 2 of CANAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

B. The Seller is and remains the owner of real property and improvements thereon adjacent to that sold to the Purchaser, situated in Klamath County, Oregon and described as follows, to wit:

Lot 6 in Block 2 of CANAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

C. It is the intent of the Purchaser to eventually raze and remove from Lot 7 the improvements now located thereon. Although no common or party wall exists between the improvements located on Lots 6 and 7, those improvements are joined together by a common storefront and by passage ways. At present the only access to the second floor of the improvements located on Lot 6 is through the improvements located upon Lot 7.

D. Concurrently herewith the Purchaser has paid to the Seller the sum of Eleven thousand five hundred dollars (\$11,500) as and for the full purchase price for Lot 7 and the improvements located thereon. During preliminary negotiations between the parties, it was tentatively agreed that the Purchaser would pay to the Seller the sum of Ten thousand dollars (\$10,000) therefor and in addition, agree to cause a stairway to be constructed in the building located upon

Lot 6 for the purpose of access to its second floor and restore the west wall of said building upon the removal of the improvements on Lot 7. Subsequently, it was agreed that the rights and obligations of the party would be better defined if the Purchaser were to pay to the Seller as an addition to the purchase price the sum of One thousand five hundred dollars (\$1,500) and the Seller would bear all responsibility for the restoration of the improvements upon its property upon the removal of the improvements now located on Lot 7.

AGREEMENTS:

1. REMOVAL OF IMPROVEMENTS. The Purchaser may at any time hereafter remove all or any part of the improvements now located on the above described Lot 7 and in connection therewith, may sever and remove any portions of such improvements which join the above described Lot 7 to the improvements located upon Lot 6 described above. This removal will be done in a good and workmanlike manner. In connection therewith, the Seller may sever and remove those portions of the improvement which join and connect the improvements on said lots.
2. RESTORATION. The Seller shall have the sole and only responsibility for the restoration of the improvements located on the above described Lot 6 and no portion of the expense thereof shall be borne by the Purchaser.
3. NOTICE. The Purchaser shall give to the Seller not less than sixty (60) days' notice of its intent to cause the improvements upon Lot 7 to be removed. The Purchaser and its representatives or contractors shall cooperate in a reasonable manner with the Seller for the purpose of the protection of the improvements upon Lot 6 from the elements, including by way of illustration, allowing the Seller or its representatives or contractors, access over and across Lot 7 for such purpose and coordinating the removal of the improvements on said Lot 7 with the restoration work to be performed by the Seller, its representatives or contractors.
4. RECORDING. It is the intent of the parties that this agreement be recorded in the deed records of Klamath County, Oregon. So that the rights and obligations created by this agreement do not remain a permanent cloud upon the title to said Lot 7, the Purchaser may, at any time within sixty (60) days after the removal of the present improvements upon said Lot 7, record in the public records of Klamath County, Oregon, its affidavit to that effect. Upon the recording of such affidavit, all of the rights and obligations of the parties under this agreement shall be automatically deemed terminated and of no further force or effect.

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5. BINDING EFFECT. The terms and provisions herein contained shall be binding upon and inure to the benefit of the successors and transferees of the parties hereto.

Dated this 19 day of January, 1972.

KLAMATH COUNTY UNITED FUND

By Mary G. Farr
President

By Pati O'Connor
Secretary

GULL INDUSTRIES, INC.

By John D. Decker
~~XXXXXXXXXX~~ Executive Vice President

By John D. Decker
Secretary

STATE OF OREGON)
County of Klamath) ss.

Personally appeared Mary G. Farr and Pati O'Connor, who being duly sworn did say that they are the President and Secretary of KLAMATH COUNTY UNITED FUND and that said instrument was signed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:

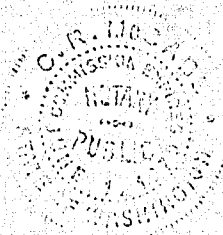
Cathryn E. Waters
Notary Public for Oregon
My commission expires: 11-12-79

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STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 27th day of January, 1977, before me personally appeared Victor Executive Vice and Dale M. Nebeker to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



10 Mc Clellan
 Notary Public for Washington
 My commission expires: 1-1-78

After recording return to:

James L. Hershner
 Law Offices
 P.O. Box 1475
 Eugene, OR 97401

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Recorded for record at request of KLAMATH COUNTY TITLE CO

this 3rd day of FEBRUARY A. D. 1977 at 4:13 o'clock P. M., and

duly recorded in Vol. M 77, of DEEDS on Page 2097

FEE \$ 12.00

Wm D. MILNE, County Clerk
 By Hazel Maguire