

THIS AGREEMENT, made and entered into this 1st day of June 19 78, by and between
LUELLA MCCONRON hereinafter called Seller, and DOLLY SMITH

hereinafter called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, to-wit:

All that certain real property more particularly described and set forth on Exhibit "A" which is attached hereto and by this reference made a part hereof.

SUBJECT TO: All future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

The purchase price thereof shall be the sum of \$ 8,500.00, payable as follows: \$ 500.00 upon the execution hereof; the balance of \$ 8,000.00 shall be paid in monthly installments of \$ 150.00 including interest at the rate of 10 % per annum on the unpaid balances, the first such installment to be paid on the 15th day of July, 19 78, and a further and like installment to be paid on or before the 15th day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from 6/1/78; Buyer shall be entitled to possession of the property as of 6/1/78
2. After June 1, 1978, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment;
3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of June 1, 1978 and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor;
4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession;
5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller;
6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at Western Bank, Klamath Falls Branch, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller;
7. Until a change is requested, all tax statements shall be sent to the following address:

Dolly Smith
P.O. Box 127
Bly, Oregon 97622

1 the access to South Sixth Street is an incline which could be a
2 traffic hazzard especially in the winter.

3 3. Testimony indicated there are no sidewalks on
4 Kane Street for pedestrians who would be coming from the
5 multiple units.

6 4. On September 13, 1977, there was testimony from
7 adjacent property owners who objected to the change on the
8 basis of the Comprehensive Land Use Plan change disrupting
9 their current uses in the surrounding area, plus the increase
10 of traffic onto Kane Street.

11 Conclusions of Law:

12 1. The property affected by the proposed Comprehensive
13 Land Use Plan change does not properly relate to streets and
14 highways adequate to serve the type of traffic generated by
15 such uses that may be permitted therein.

16 2. The proposed Comprehensive Land Use Plan change
17 is not in keeping with land uses and improvements, trends in
18 land development, density and prospective needs for development
19 in the affected area.

20 Following action by the Planning Commission, a public
21 hearing before the Board of County Commissioners was regularly
22 held on October 10, 1977, wherefrom the testimony reports and
23 information produced at the hearing below, it appeared that
24 the record below was not accurate and complete and that the
25 application for a change of the Comprehensive Land Use Plan on
26 certain real property described as Lots 14 and 17 of Kielsmeier
27 Acre Tracts approximately 2.2 acres in size and located in
28 Township 39S, Range 9E.W.M., Section 2, Klamath County, Oregon

1 shall be granted a new hearing for new testimony.

2 On November 23, 1977, the Board of County Commissioners
3 opened the hearing for application of Walton H. Spillar for an
4 amendment to the Comprehensive Land Use Plan map accompanying
5 Zone Change 77-24 for a change from Urban Density to Multiple
6 Density to hear new testimony, and wherefrom hearing additional
7 testimony, information from Applicant, Planning Department
8 Staff and other persons in attendance. The Board of County
9 Commissioners approved Comprehensive Land Use Plan for Walton
10 H. Spillar, based upon the following Findings of Fact and
11 Conclusions of Law.

12 Findings of Fact:

13 1. Testimony indicated to the Board of County Commis-
14 sioners on November 23, 1977, that proposed site was located
15 approximately 468 feet South of South Sixth Street and East
16 of Kane Street and 155 feet West of Homedale Road.

17 2. Testimony from the Planning Department Staff,
18 indicated that the proposed site for the Comprehensive Land
19 Use Plan change to Multiple use was rectangular in shape and
20 approximately 2.2 acres in size.

21 3. Testimony from the Applicant on November 23, 1977,
22 indicated that access to proposed site for multiple use would
23 be off of Kane Street which is a paved county road and main-
24 tained.

25 4. Testimony from the Applicant on November 23, 1977,
26 indicated that Kane Street, being a paved county road, which
27 enters onto South Sixth Street, was adequate to carry the kind
28 of traffic that would be generated by proposed use.

1 The Applicant produced a Plot Plan and marked as
2 Applicant's Exhibit No. 2, indicated to the Board of County
3 Commissioners that the proposed site for the development could
4 accomodate the proposed 48 units.

5 6. Testimony from the Applicant on November 23, 1977,
6 indicated that there were other multiple uses in the area, that
7 being Luther Square, therefore indicating there is this type of
8 development in the sourrounding area.

9 7. Testimony before the Board of County Commissioners
10 indicated that the Comprehensive Land Use Plan change from Urban
11 Density to Multiple Density will have only a limited adverse
12 affect on property within the affected area.

13 8. Testimony from the Applicant, before the Board of
14 County Commissioners indicated that there was an apparent need
15 for this Comprehensive Land Use Plan change, in that there were
16 no housing facilities for Senior Citizens, which the Applicant
17 proposed.

18 9. The Applicant produced a letter and a study, which
19 was marked Applicant's Exhibit No. 1, from the Klamath Housing
20 Authority indicating different types of housing units were 96%
21 to 100% occupied and therefore nothing for Senior Citizens to
22 rent.

23 10. Goal No. 1 of L.C.D.C. which pertains to Citizen
24 Involvement, pertains to this Comprehensive Land Use Plan change
25 in that citizens did indeed testify in favor of this change as
26 well as for disapproval on November 23, 1977.

27 11. Goal 10 of L.C.D.C. pertains to this Comprehensive
28 Land Use Plan change and Zone Change in that the Applicant is

1 providing a housing need for citizens in an urban area which is
2 close to facilities, such as restaurants, gas stations, grocery
3 stores and the like.

4 12. Goal 14 of L.C.D.C. pertains to this Comprehensive
5 Land Use Plan change and zone change in that the location of this
6 proposed change from Urban Density to Multiple Density appears
7 to be within the Urban Growth Boundaries.

8 Conclusions of Law:

9 1. The property affected by the Comprehensive Land
10 Use Plan change is adequate in size and shape to facilitate
11 those uses normally allowed in conjunction with such zoning.

12 2. The property affected by the proposed Comprehensive
13 Land Use Plan change is properly related to streets and highways
14 to adequately serve the type of traffic generated by such uses
15 that may be permitted therein.

16 3. The proposed Comprehensive Land Use Plan change will
17 have no adverse effect or only limited adverse effect on any
18 property or the permitted uses thereof within the affected area.

19 4. That the proposed Comprehensive Land Use Plan change
20 is in keeping with land uses and improvements, trends in land
21 development, and prospective needs for development in the
22 affected area.

23 5. That the proposed Comprehensive Land Use Plan change
24 is in keeping with any land use plans duly adopted and does, in
25 effect, represent the highest, best and most appropriate use of
26 the land affected.

27 NOW, THEREFORE, IT IS HEREBY ORDERED that the applica-
28 tion for Comprehensive Land Use Plan Map change for Walton H.

1 Spillar from Urban Density to Multiple Density on certain
 2 real property described as Lots 14 and 17 of Kielsmeier Acre
 3 Tracts, located in Township 39S, Range 9E.W.M., Section 2,
 4 Klamath County, Oregon is hereby granted.

5 DONE AND DATED THIS 30th day of May, 1978.

6
 7 Nell Kuonen
 8 Nell Kuonen
 9 Chairman

10 Floyd L. Wynne
 11 Floyd Wynne
 12 Commissioner

13 Lloyd Gift
 14 Lloyd Gift
 15 Commissioner

16
 17 STATE OF OREGON; COUNTY OF KLAMATH; ss.

18 Filed for record at request of Klamath County

19 this 31st day of May A. D. 1978 at 8:59 clock AM., and

20 duly recorded in Vol. N78, of Deeds on Page 11480

21 Wm D. MILNE, County Clerk

22 By Bernice A. Smith

23 No Fee

24
 25
 26 APPROVED AS TO FORM:
 27 Boivin, Boivin, and Aspell

28 By: Barbara H. H. H.
 County Legal Counsel

ORDER NO. 77-24

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