

OFFER TO PURCHASE

The undersigned, O. C. WEBB-BOWEN and MARIE R.

WEBB-BOWEN, hereinafter designated as "Purchasers", hereby offer and agree to purchase from FRANK J. BORESEK, herein-after designated as "Seller", the premises situated in Klamath County, State of Oregon, described as follows,

to-wit:

A parcel of land lying in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec-tion 30, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point on the Northwesterly right of way line of the Klamath Falls-Weed State Highway in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 30, Township 39 South, Range 9, EWM, which point of beginning is North 1,320 feet; thence S 89° 44' West 1,015 feet along the South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, to the Northwesterly right of way line of said highway, and thence along said highway right of way, as follows: N 36° 34' East 1,792.17 feet S 53° 26' East 25.0 feet and N 36° 34' East 867.43 feet from the one quarter corner common to sec-tions 30 and 31 of said township and range; thence N 53° 26' West 487.8 feet, more or less to the Southeasterly right of way line of the Southern Pacific railroad; thence N 33° 38' East 276.0 feet along said railroad right of way line to the North line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 30; thence South 89° 49' East 624.1 feet along said North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 30, to the Northwesterly right of way line of said highway, thence S 36° 34' West 646.5 feet along said right of way line to the point of beginning.

SUBJECT TO existing reservations, restrictions, easements and rights of way of record and those apparent upon the land; rules, regulations, liens and assessments of water users and sanitation districts and the agreement for the use of ir-rigation ditch over property east of the highway and to share in cost of maintenance, including the terms and provisions thereof as set forth in deed book 249 at page 201. TOGETHER with all improvements and appurtenances to the premises and to pay the Seller the sum of \$18,000.00 upon the follow-ing terms and conditions:

1. ZONE CHANGE: The existing land is presently

1. OFFER TO PURCHASE

designated as an agricultural C.L.U.P. by Klamath County,
 Oregon and is zoned as A.F. The Seller, by accepting this
 offer, authorizes the Purchasers to make application to
 change the C.L.U.P. designation and the zone to one that
 is more compatible to the adjoining land of the Purchasers.
 The Seller grants to the Purchasers the period of six (6)
 months from date of acceptance, to effect the change and
 agrees that he will not sell the property to any other
 party during that period of time. In the event Purchasers
 are unable to effect the C.L.U.P. and zone change within
 said six (6) month period, this agreement shall be null
 and void and of no effect.

2. PURCHASE PRICE: The Purchasers offer to pay

the sum of \$18,000.00 as follows:

(a) \$100.00 to be submitted with this offer,

which sum will be refunded to Purchasers if they are unable
 to obtain a C.L.U.P. and zone change.

(b) \$3,500.00 to be paid upon the C.L.U.P. and
 zone change.

(c) Note and Mortgage, in standard form, for
 the balance of \$14,400.00, payable at 10% per annum, in monthly
 payments of \$305.96 per month, with the entire balance to be
 paid within five (5) years of the date of the Note and Mortgage.

3. TITLE POLICY: The Seller will deliver to the
 Purchasers, upon the close of the transaction at his expense,
 a title insurance policy guaranteeing title in the condition
 required herein.

4. CLOSING: The transaction shall be closed within
 thirty (30) days of the C.L.U.P. and zone change. The parties
 shall share in the expenses of the closing escrow, prepara-
 tion of documents and recording fees on an equal basis. Closing
 shall be by William P. Brandsness, Attorney-at-Law, 411 Pine
 Street, Klamath Falls, Oregon.

/ / /
 2. OFFER TO PURCHASE

1 5. PRORATIONS: All taxes, assessments, rents,
2 service charges shall be prorated and adjusted to the date
3 5
4 of closing.

10 6. NOTICES: All notices, delivery or tenders given
11 or made in connection herewith, shall be deemed legally
12 sufficient if mailed or delivered to the respective party
13 at the address set forth hereinafter.

15 7. BINDING EFFECT: The covenants herein shall bind
16 the heirs, personal representatives, assigns and successors
17 20
18 of the respective parties.

25 8. DEFAULT: In the event of default by the Pur-
26 chasers, the Seller will be entitled to retain any monies
27 paid upon this agreement prior to default. In the event of
28 default by the Seller, the Purchasers will be entitled to
29 30
30 maintain a suit for specific performance. The remedies in
31 this section shall be exclusive.

35 9. ATTORNEY FEES: In the event either party
36 maintains a court action against the other upon this agree-
37 ment, the prevailing party shall be entitled to attorney
38 fees.

40 DATED this 5th day of October, 1978.

45 O. C. Webb-Bowen
46 O. C. Webb-Bowen

50 Marie R. Webb-Bowen
51 Marie R. Webb-Bowen
52 865 S. Spring
53 Klamath Falls, Oregon 97601

55 ACCEPTANCE

56 The foregoing offer is accepted and the Seller agrees
57 to sell the property described upon the terms stated, receipt
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59 of the \$100.00 as earnest money is acknowledged. By execu-
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William P. Brandness
Attorney at Law
411 Pine Street
Klamath Falls, Ore.
Phone 582-6616

36956

1 tion of this agreement, the Seller acknowledges the re-
• ceipt of a copy of this agreement.
•

DATED this 6 day of October, 1978.

Frank J. Boresek
Box 2440
Eugene, Oregon 97402

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filled for record at request of _____ 2:30
the 30th day of November A.D. 1978 at o'clock P.M., and
fully recorded in Vol. M-78, of Deeds on Page _____

Wm D. MILNE, County Cler

Fee \$12.00

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Return to:
William P. Brandsness
Attorney at Law
411 Pine Street
Klamath Falls, Ore.
Phone 882-6616

4. OFFER TO PURCHASE