

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, hereinafter 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 Section 30, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point on the Northwestern 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 Northwestern 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 sections 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 Northwestern right of way line of said highway; thence S 36° 34' West 646.6 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 irrigation 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 following 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 compatable 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, preparation 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

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

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

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

8. DEFAULT: In the event of default by the Purchasers, the Seller will be entitled to retain any monies paid upon this agreement prior to default. In the event of default by the Seller, the Purchasers will be entitled to maintain a suit for specific performance. The remedies in this section shall be exclusive.

9. ATTORNEY FEES: In the event either party maintains a court action against the other upon this agreement, the prevailing party shall be entitled to attorney fees.

DATED this 5th day of October, 1978.

O. C. Webb-Bowen

Marie R. Webb-Bowen
865 S. Spring
Klamath Falls, Oregon 97601

ACCEPTANCE

The foregoing offer is accepted and the Seller agrees to sell the property described upon the terms stated, receipt of the \$100.00 as earnest money is acknowledged. By execu-

1111

1111

///

3. OFFER TO PURCHASE

tion of this agreement, the Seller acknowledges the receipt of a copy of this agreement.

DATED this 6 day of October, 1978.

Frank J. Boresek
 Frank J. Boresek
 Box 2440
 Eugene, Oregon 97402

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at request of~~ _____

this 30th day of November A. D. 1978 at 2:30 o'clock P M., and
 duly recorded in Vol. M-78, of Deeds on Page _____

Wm D. MILNE, County Clerk

Fee \$12.00

Jaqueline J. Mettler

Return to

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