

A G R E E M E N T

THIS AGREEMENT, made and entered into at Klamath Falls, Oregon, this 16 day of April, 1979, by and between the CITY OF KLAMATH FALLS, a municipal corporation, of Klamath County, Oregon, herein called "City", and HAROLD B. STEINER AND BETTY N. STEINER, husband and wife, of 1664 Sapphire, Perris, California 92370, herein called "Owners";

WITNESSETH:

WHEREAS, Owners hold legal title to certain land described in Exhibit "A" hereto attached and made a part hereof by this reference, and

WHEREAS, Owners operate the North Hills Mobile Home Park on said land and have been notified by the State Department of Environmental Quality the septic system for said land has failed, and

WHEREAS, Owners desire to connect said land to City's sanitary sewer line which passes nearby, and

WHEREAS, City is agreeable to allowing said connection without requiring annexation to the city to occur first,

NOW, THEREFORE, it is agreed between the parties:

A. City agrees:

1. As consideration for Owners promises made herein, to allow connection by Owners of the sewer system for the North Hills Mobile Home Park located on the land described in Exhibit "A" to the City's sanitary sewer system line without first requiring annexation of said land to the city.

B. Owners agree:

1. To acquire all necessary easements to gain access from said land to the City's sanitary sewer line.
2. To pay a connection fee of \$6,600.00 prior to connecting to City's sewer line.
3. To provide at least a 6-inch sanitary sewer line from said land to City's sewer line.
4. To operate and maintain said connecting sewer system and line at all points up to and including the connection to City's sewer line.

5. To pay all City sewer fees as now established or as may be established in the future. The present sewer service charge of \$116.00 per month will be payable on and after connection.
6. To not allow any other connections to said connecting sewer system and line from any point outside the land described in Exhibit "A" without prior written approval being obtained from the City's manager.
7. To annex all the land described in Exhibit "A" at such time as any portion of said land becomes contiguous to the then existing city boundary.
8. To have this document stand as any required consent needed to carry out the annexation referred to in paragraph B. 7 above.

C. The Parties agree:

1. The annexation referred to in paragraph B. 7 above shall be at the option of City and in the event City elects to so annex said land, City shall give Owners reasonable notice of such election.
2. The consent to annex referred to in paragraph B. 8 above shall be an encumbrance running with said land.
3. This agreement shall be binding on the heirs, successors and assigns of the parties hereto and shall not be assigned by either party without obtaining the written consent of the other party.
4. In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for investigative costs, attorney fees and expert witness fees, as may be set by the court.

IN WITNESS WHEREOF, the City of Klamath Falls, pursuant to a motion of the Common Council, has caused these presents to be signed by its Mayor and Recorder and its corporate seal affixed hereto.

CITY OF KLAMATH FALLS, a
municipal corporation:

OWNERS:

By Gary C. Elfruff
Mayor

Harold B. Steiner
Harold B. Steiner

ATTEST:

Donald Deval
City Recorder

Betty N. Steiner
Betty N. Steiner

9387

STATE OF OREGON,)
COUNTY OF KLAMATH,) ss.
CITY OF KLAMATH FALLS.)

Be it remembered that on this 3rd day of April, 19 79, personally appeared before me George O. Flitcraft, Mayor and Harold Derrah, Recorder, of the City of Klamath Falls, who are known to me to be the identical persons described in and who executed the above instrument, and who acknowledged to me that they executed the same freely and voluntarily as such officers on behalf of said municipal corporation by authority of its Common Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal this 3rd day of April, 19 79.

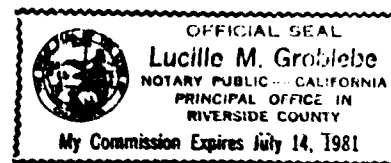
Marjorie S. Comer
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/20/82

STATE OF CALIFORNIA,)
County of Riverside) ss.

Be it remembered that on this 16th day of April, 19 79, personally appeared before me Harold B. Steiner and Betty N. Steiner, husband and wife, who are known to me to be the identical persons described in and who executed the above instrument and who acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal this 16th day of April, 19 79.

Lucille M. Groblebe
NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires: July 14, 1981



After recording, return to City of Klamath Falls, P. O. Box 237,
Klamath Falls, OR 97601

THIS AGREEMENT, made and entered into this 31 day of March, 1975, by and between DARYL A. POLLEY and CONNIE B. POLLEY, husband and wife, hereinafter called Sellers, and HAROLD B. STEINER and BETTY NADELIE STEINER, husband and wife, hereinafter called Buyers,

WITNESSETH:

That the Sellers agree to sell to Buyers, and the Buyers agree to buy from Sellers all of the following described real and personal property situate in Klamath County, Oregon, to-wit:

Commencing at the Southwest corner of the NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, which point is the true point of beginning; thence North along the Westerly line of Section 20, a distance of 726 feet; thence East 300 feet to a point; thence South 726 feet to a point, said point being on the Southerly line of the NW 1/4 of said Section 20; thence West 300 feet to the place of beginning; being in the NW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian.

ALSO, Lots 1, 2, 3, 4, 5 and 6 in Block 1 and all that portion of Lots 1, 2, 3, 4 and 5 in Block 12, lying Northeasterly of the right of way of Highway #97 all in CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, now vacated.

AND ALSO, all that portion of Byrd Avenue, lying North of Block 1 of said Chelsea Addition, all that portion of Hungesser Avenue lying between Blocks 1 and 12 of said Chelsea Addition, and all that portion of the alley in Chelsea Addition lying East of Blocks 1 and 12, North of the State Highway right of way line projected Southeasterly, West of the Section line and South of the North line of Byrd Avenue projected Easterly, all in Chelsea Addition, now vacated.

ALSO, beginning at a point which is South 0°06' West a distance of 388.5 feet from the Section corner common to Sections 17, 18, 19 and 20 in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence continuing South 0°06' West a distance of 300 feet to the Northeast corner of Chelsea Addition to the City of Klamath Falls, Oregon; thence along the North boundary line of Byrd Avenue in Chelsea Addition North 89°49' West a distance of 174.2 feet to the East line of Quarry Street extended; thence North 0°06' East along the East boundary of Quarry Street extended a distance of 300 feet to a point; thence South 89°49' East a distance of 174.2 feet to the point of beginning.

SUBJECT TO: Easements and rights of way of record and those apparent on the land; Mortgage to First Federal Savings and Loan Association of Klamath Falls, Oregon, dated June 23, 1967 in M-57 at page 4679, which said Mortgage Buyers herein DO NOT assume and will be held harmless therefrom; Contract, recorded Sept. 3, 1968, in M-68 at page 7924, wherein Darwin E. Bernhardt et ux. are vendors and Frank E. McRae, Jr. et ux. are vendees, which said Contract Buyers herein DO NOT assume and will be held harmless therefrom; Contract, recorded July 2, 1971, in Book 71 at page 6923 of Deed Records, wherein Frank E. McRae, Jr. et ux. are vendors and Chester J. Marshall et ux. are vendees, which said Contract Buyers herein DO NOT assume and will be held harmless therefrom; Contract, recorded October 3, 1973, in M-73 at page 1339, Microfilm Records, wherein Chester J. Marshall et ux. are vendors and Daryl A. Polley et ux. are vendees, which said Contract Buyers herein DO NOT assume and

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RECORDED
INDEXED
BY THE
CLERK OF THE
COUNTY OF Klamath
FALLS, OREGON
1975

EXHIBIT "A"

3137

9389

will be held harmless therefrom. Sellers herein will authorize the escrow holder hereinafter named to make the monthly payment on said Marshall-Pooley Contract out of payments made hereunder.

TOGETHER WITH the following described equipment, furnishings and fixtures now used by Sellers in the operation of that certain trailer park known as North Hills Trailer Court, N. Highway #97, Klamath Falls, Klamath County, Oregon:

46 Gas meters with regulators; 28 Oil meters with regulators and filters; 60 Electric meters; 1 Commercial roto-rooter; 1 King size bedroom set, dresser, 2 end tables, 1 bureau; 71 Mail boxes; 2 Rotary mowers; 2 Speedqueen gold commercial washers; 2 Maytag white commercial washers; 1 Easmond commercial dryer; 1 Speedqueen electric dryer; Furniture in recreation room; 1951 Ford with lift and snowplow; 1960 Ford pickup; Television cable and component parts; Miscellaneous supplies and pool equipment; 63 Portable storage sheds; 2 Wagon wheels; 1 North Hills Mobile Park sign; 1 Double size bed; 1 24x60 New Moon Mobile Home, Series GA60630CID, Serial No. GAS 16237U-X; Astro turf on pool surface; 1 Double door General Electric refrigerator; 1 Steel awning and porch attached to 24x60 mobile home.

ALSO TOGETHER WITH the assumed business name, NORTH HILLS TRAILER COURT.

Subject to: Personal property taxes which became a lien on January 1, 1975; Financing Statement #25/85 filed Sept. 3, 1968; Financing Statement filed July 2, 1971, under County Clerk's File No. 33954; and Financing Statement filed Oct. 3, 1973, under County Clerk's File No. 82131, which said Financing Statements Buyers are held harmless;

at and for a total purchase price of \$220,000.00 (of which \$175,000.00 is for real property and \$45,000.00 is for personal property), payable as follows:

\$40,000.00 at the time of the execution hereof, receipt of which is hereby acknowledged;

180,000.00 with interest thereon at the rate of 6 1/2% per annum from March 15, 1975, payable in monthly installments of not less than \$1,567.80 each, inclusive of interest, the first installment to be paid on or before April 15, 1975, and a like installment on the 1st day of each month thereafter until the full balance and interest are paid.

Provided, however, when Buyers make a lump sum payment of \$5,000.00 to apply on the principal balance of said contract, the Certificate of Title to the New Moon Mobile Home described above will be released to Buyers.

Provided further, however, that Buyers will assume Sellers' Mite Guard Light Contracts with Pacific Power & Light Co. and will transfer sanitary licenses for pool and court to themselves.

I.

Buyers covenant and agree as follows: That they will make said payments promptly on the dates above named to the order of the Sellers, or the survivor of them, at First Federal Savings and Loan Association, Klamath Falls, Oregon; that they will keep all of said real and personal property insured for the full

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SAVING & LOAN
A BENEVOLENT
ASSOCIATION OF LAM
222 MAIN STREET
KLAMATH FALLS, ORE.
97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 25th day of April A.D., 19 79 at 1:48 o'clock P. M., and duly recorded in Vol. M79 of Deeds on Page 9385.

FEE \$15.00

WM. D. MILNE, County Clerk

By Bernice A. Spetsch Deputy