

THIS AGREEMENT made and entered into this 1st day of June, 1979 by and between IDA S. GROSULAK widow of William D. Grosulak, deceased, herein called "GROSULAK" and CHARLES KNOLL and GLORIA KNOLL, herein called "KNOLL":

W I T N E S S E T H

WHEREAS, GROSULAK is the owner of a Special Use Permit, with improvements thereon and with extensions to the Special Use Permit providing for a boat dock; together with water transmission permit, from the United States Department of Agriculture, Forest Service, Deschutes National Forest, all of which are respectively described as follows:

- A. Lot 12, Tract G-1, Odell Lake Recreation Unit in the County of Deschutes, State of Oregon, together with buildings thereon.
- B. Extension No. 1 to Special Use Permit, dated August 16, 1957, providing for boat dock on north shore of Odell Lake east of Quinta Creek.
- C. Water Transmission Permit, dated October 13, 1976.

WHEREAS, GROSULAK is desirous of selling the Special Use Permit, with extensions thereon, to KNOLL and KNOLL is desirous of purchasing the same from GROSULAK.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties agree as follows:

1. That the recitals hereinabove are by reference made a

Assignment of Special Use Permit

29040

part hereof as though fully set forth herein.

2. GROSULAK does hereby sell, transfer, set over and assign to KNOLL all of her right, title and interest in and to the Special Use Permit, with extensions, hereinabove described, to KNOLL and KNOLL does hereby purchase the same of and from GROSULAK.

3. KNOLL shall pay to GROSULAK, as the purchase price therefor, the total sum of Twenty-Four Thousand Dollars (\$24,000.00) as follows:

- a. The sum of \$2,000.00 as earnest money.
- b. The sum of \$2,000.00 on execution hereof.
- c. The balance of \$20,000.00 to bear interest on the diminishing balance at the rate of eight percent (8%) per annum from June 1, 1979 and shall be paid in monthly installments of \$300 per month, including interest, with the first such payment to be made on or before July 1, 1979 and a like payment on or before the 1st day of each month thereafter until paid in full.

Provided however, and provision herein to the contrary notwithstanding, that no principal shall be paid herein in excess of twenty-nine percent (29%) of the purchase price during the calendar year of purchase, 1979. Thereafter, KNOLL may prepay any outstanding balance without penalty, except that any prepayments shall not be in lieu of the monthly payments, if any balance remains, but shall be in

addition thereto.

29041

4. KNOLL shall, while any balance remains unpaid hereon, perform all of the terms, covenants and conditions and requirements to be kept and performed by the permittee under the terms of the Special Use Permit and extensions thereon, and shall also keep the premises insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage thereon. The policy shall be written to the full replacement value thereof.

5. Date of possession shall be June 1, 1979, or as soon thereafter as closing shall occur, as hereinafter provided.

There shall be no pro-rate of permit fees, taxes or water fees paid by GROSULAK.

6. Any trees requiring removal shall be at the sole cost and expense of KNOLL.

7. This agreement is, and shall be, subject to approval of transfer of the Special Use Permit, with extensions, from GROSULAK to KNOLL, by the United States Department of Agriculture, Forest Service. No other conditions shall affect the validity and enforcement of this agreement. In the event that the United States Department of Agriculture, Forest Service, shall not approve the transfer to KNOLL, and in that event only, this agreement shall be null and void and KNOLL shall be entitled to a refund of all of the earnest money and down payments made herein.

The closing date shall coincide with the date, if any, of

29042

approval of the transfer by the United States Department of Agriculture.

8. KNOLL accepts the leasehold interest, buildings, improvements and all other aspects of the property in its present condition, AS IS, including latent defects, without any representation or warranties, express or implied, unless they are in writing, signed by GROSULAK. KNOLL agrees that they have ascertained from sources other than GROSULAK such applicable provisions, building, housing and other regulatory rules and regulations and that they accept the property with full awareness of the fact that changes may be made and new conditions and stipulations determined by the United States Department of Agriculture, Forest Service, which may affect the present use or any intended future use of the property, and GROSULAK has made no representations with respect thereto.

9. It is acknowledged that this agreement was prepared by FRANK E. BOCCI, P.C., Attorney at Law, on behalf of GROSULAK; that KNOLL have the unlimited right to seek legal counsel of their own choosing with regard to this agreement and any of the matters provided for therein.

10. In the event suit, action or other legal proceeding is instituted to enforce or determine any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees in such suit, action or other legal proceeding

or any appeal thereof.

29043

IN WITNESS WHEREOF, the parties hereto have set their hand and seal all as of the day and year first hereinabove written.

Ida S. Grosulak
Ida S. Grosulak

Charles R. Knoll
Charles Knoll

Gloria Knoll
Gloria Knoll

STATE OF OREGON)
County of Lane) ss.

Personally appeared the above named IDA S. GROSULAK and acknowledged the foregoing to be her voluntary act and deed.
Before me:

Dated June 1, 1979. Debra Z. McKay
Notary Public for Oregon
My Commission Expires: 2-22-80

The transfer of the Special Use Permit provided for herein, to Charles Knoll and Gloria Knoll, is approved this _____ day of _____, 1979.

Return to
C. Knoll
613 NE 13th
Albany, Oregon 97321

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service

By _____
Title _____

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 18th day of December A.D., 19 79 at 2:41 o'clock P.M., and duly recorded in Vol 179 of Deeds on Page 29039.

FEE \$17.50

WM. D. MILNE, County Clerk
By Bernetha Adelsch Deputy