

THIS CONTRACT MADE THIS 20<sup>th</sup> DAY OF February, 1980, between John Patton & Earla M. Patton, husband and wife, hereinafter called the first party, and of Earl A. Isabell and Evelyn Isabell, husband and wife, hereinafter called the second party,

WITNESSETH AGREEMENT TO THE FOLLOWING STIPULATIONS:

The first party hereby agrees to provide to second party a section of land for second party to park their existing 12x60 Broadmore mobile home on at no charge to second party for as long as first party has ownership of said land. Said land presently existing on tax lot #1500 of T38, R9, Sec. 7, presently known as Rt 5 Box 1054-B- Klamath Falls, Oregon. Said land to measure 80 feet going East from N.W. edge of tax lot #1500, then going south a distance of 168 feet, then going west a distance of 150 feet, then going north a distance of 162 feet to point of beginning.

First party to provide existing septic tank to second party at no charge. Maintenance of said septic tank to be paid by second party.

First party to provide existing driveway on said section of land to second party at no charge. First party is to install a new and separate driveway to first party's residence by June 1, 1980. Each party is to be responsible for the maintenance for their own driveway.

Second party is to install fencing of above-mentioned section at their expense by June 1, 1980 and is to maintain such fencing themselves.

Second party is to drill a domestic well and provide the pump and necessary water line to hook up to existing mobile home, at their own expense by June 1, 1980. This cost will be reimbursed by the first party in the event that tax lot #1500 is sold in its entirety at any time in the future. Maintenance costs and operations costs of aforementioned well is to be borne by second party.

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At any time in the future if tax lot #1500 is sold in its entirety by first party, second party is to negotiate with new purchasers about being able to remain on aforementioned section. If tax lot #1500 is sold under a subdivision type of sale, second party will be given first option to purchase aforementioned section with price including the cost of the existing septic tank plus the land. In this event the cost of aforementioned well then is not to be reimbursed by first party to second party.

In the event second party wishes to move mobile home off of said property, they may do so at any time and at that time be reimbursed by first party for the cost of aforementioned well.

In the event of divorce or separation of 30 days or more of either spouse of either party this agreement will become null and void and first party will reimburse second party for aforementioned well expense.

In the event of death of either spouse of either party, this agreement is to remain in force under the conditions mentioned above.

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John W. Patton  
JOHN W. PATTON

Earla M. Patton  
EARLA M. PATTON

Earl A. Isabell  
EARL A. ISABELL

Evelyn L. Isabell  
EVELYN ISABELL

Subscribed and sworn to me this  
20 day of FEB 1980

Wm D. Milne  
Wm D. Milne, Notary Public

My Commission Expires 7-20-84

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of February A.D., 19 80 at 10:19 o'clock A M., and duly recorded in Vol. M80 of Deeds on Page 3428.

FEE \$7.00

WM. D. MILNE, County Clerk

By Sandra S. Detsch Deputy

Earl A. Isabell  
Rt 5 Box 1054 B  
Klamath Falls, Or. 97601