

KNOW ALL MEN BY THESE PRESENTS, That THOMAS W. HAWKINS and ELIZABETH H. HAWKINS, husband and wife, (herein called "ASSIGNOR") do hereby bargain, sell, assign, convey and forever transfer to GERALD H. HAWKINS and CAROL H. HAWKINS, husband and wife, as tenants by the entirety, their heirs, successors, Personal Representatives and assigns, (herein called "ASSIGNEE") all of Assignor's right, title and interest in and to that certain Agreement dated July 19, 1972, a true copy of which is attached hereto as Exhibit "A" and thereby made a part hereof as though fully set forth hereat, subject to the terms, covenants and provisions contained therein, which Assignee assumes and agrees to keep, perform, and observe.

Dated this 29 day of December, 1980.

Thomas W. Hawkins
Thomas W. Hawkins

Gerald H. Hawkins
Gerald H. Hawkins

Elizabeth H. Hawkins
Elizabeth H. Hawkins

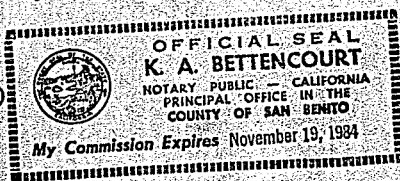
Carol H. Hawkins
Carol H. Hawkins

Assignors

Assignees

STATE OF CALIFORNIA)
COUNTY OF San Benito) ss.

On this 29TH day of December, 1980, personally appeared the above named THOMAS W. HAWKINS and ELIZABETH H. HAWKINS and acknowledged the foregoing instrument to be their voluntary act and deed.

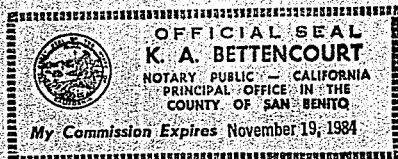


Before me: K. A. Bettencourt

K. A. Bettencourt
Notary Public for California
My Commission expires: 11/19/84

STATE OF CALIFORNIA)
COUNTY OF San Benito) ss.

On this 29TH day of December, 1980, personally appeared the above named GERALD H. HAWKINS and CAROL H. HAWKINS and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: K. A. Bettencourt

K. A. Bettencourt
Notary Public for California
My Commission expires: 11/19/84

341A

THIS AGREEMENT Dated this 19th day July, 1972,
between THOMAS W. HAWKINS and ELIZABETH H. HAWKINS, husband and wife,
hereinafter called "TOM", JACK B. OWENS and ELAINE OWENS, husband
and wife, hereinafter called "JACK", and CRAIG OWENS and MAXINE OWENS,
husband and wife, hereinafter called "CRAIG";

W I T N E S S E T H:

WHEREAS, the parties hereto are tenants in common of real
property situate in Klamath County, Oregon, more particularly described
in that certain warranty deed recorded on May 16, 1966, in Vol. M-66,
page 5203, Deed Records of Klamath County, Oregon; and

WHEREAS, Tom desires to construct and is the process of
constructing, at his expense, a dwelling on a portion of said real
property more particularly described in Paragraph 1 below; and

WHEREAS, the parties hereto desire that such dwelling remain
and belong to as the property of Tom and that he have all of the
benefits and burdens of ownership thereof;

NOW, THEREFORE, in consideration of the mutual promises and
covenants contained herein, the parties hereto agree as follows:

1. Tom is hereby granted permission to construct a dwelling
upon the following described real property situate in Klamath County,
Oregon, to-wit:

A piece or parcel of land situate in the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ and NW $\frac{1}{4}$ -SE $\frac{1}{4}$
of Section 12, T. 34 S., R. 7 $\frac{1}{2}$ E., W.M. containing 5.5 acres,
more or less, and being more particularly described as follows:

Beginning at the Southeast corner of the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section
12, T. 34 S., R. 7 $\frac{1}{2}$ E., W.M.; thence westerly along the
southerly boundary of the said NE $\frac{1}{4}$ -SW $\frac{1}{4}$ 300 feet, more or less,
to its intersection with an existing north-south irrigation
ditch; thence northerly along the centerline of said irriga-
tion ditch to its intersection with the centerline of the
existing Fort Creek Canal; thence southeasterly along the
centerline of said Fort Creek Canal to its intersection with
the southerly boundary of the NW $\frac{1}{4}$ -SE $\frac{1}{4}$ of said Section 12;
thence westerly along the southerly boundary of the NW $\frac{1}{4}$ -SE $\frac{1}{4}$
of said Section 12 to the point of beginning; TOGETHER WITH
the right of ingress and egress thereto over an existing
access road running through the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, NW $\frac{1}{4}$ -SE $\frac{1}{4}$, and SW $\frac{1}{4}$ -
NE $\frac{1}{4}$ of said Section 12 between the above described parcel
and Oregon State Highway No. 62.

southerly boundary of the said NE $\frac{1}{4}$ -SW $\frac{1}{4}$ 300 feet, more or less, to its intersection with an existing north-south irrigation ditch; thence northerly along the centerline of said irrigation ditch to its intersection with the centerline of the existing Fort Creek Canal; thence southeasterly along the centerline of said Fort Creek Canal to its intersection with the southerly boundary of the NW $\frac{1}{4}$ -SE $\frac{1}{4}$ of said Section 12; thence westerly along the southerly boundary of the NW $\frac{1}{4}$ -SE $\frac{1}{4}$ of said Section 12 to the point of beginning; TOGETHER WITH the right of ingress and egress thereto over an existing access road running through the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, NW $\frac{1}{4}$ -SE $\frac{1}{4}$, and SW $\frac{1}{4}$ -NE $\frac{1}{4}$ of said Section 12 between the above described parcel and Oregon State Highway No. 62.

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EXHIBIT "A"

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subject to the terms, covenants, and conditions hereinafter set forth.

2. Tom shall retain title to said dwelling and all fixtures thereof including a well separate from any right, title, or interest of the parties hereto in and to the real property described, or referred to, in this agreement. Tom may, at any time, at his expense, remove said dwelling and fixtures from the real property described in Paragraph 1 above. All taxes and assessments charged by any duly constituted taxing authority having the power to levy taxes and assessments on real property and improvements thereon which are attributable to the construction of such dwelling on the real property described in Paragraph 1 above shall be paid by Tom regularly and seasonably, and before the same shall become delinquent. Tom shall not permit any lien or other encumbrance to be filed against or placed upon the real property described in Paragraph 1 above without the written consent of Craig and Jack and shall pay and discharge any such encumbrance placed thereon according to the terms thereof and without default thereof. It is further understood and agreed that if Tom fails to pay or discharge any taxes, assessments, liens, encumbrances or charges occasioned by the construction, maintenance, and ownership of the dwelling permitted to be constructed by this agreement, Jack and Craig, at their option, without being obligated to do so, may pay or discharge all or any part thereof and any sums paid thereby shall become repayable by Tom, together with interest thereon at the rate of 10% per annum, upon demand. To the extent that Tom shall desire to keep the dwelling insured against loss by fire or other casualty, Tom may do so at his expense and Craig and Jack shall have no interest in the proceeds payable from any such policy or policies by reason of any damage or destruction of the dwelling by fire or other insured against casualty.

3. If Tom should desire to purchase the interests of Jack and Craig in the real property described in Paragraph 1 above, he

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shall evidence such a desire to do so by written notice of such intention to Jack and Craig. Within 30 days from the receipt of such notice, the parties shall agree upon a price and upon the terms for the purchase and sale of the real property described in Paragraph 1 above. If the parties are unable to agree upon a price and terms for the purchase and sale of the real property described in Paragraph 1 above, such price and terms shall be determined by arbitration.

4. If the parties should sell/^{all} or a portion of the real property described, or referred to, in this agreement, and such sale shall include the real property described in Paragraph 1 above, and the sale is dependent upon the purchaser acquiring title to the dwelling constructed on the real property described in Paragraph 1 above pursuant to this agreement, Tom shall sell the dwelling and shall receive from the selling price, either in cash (if the purchase and sale is in cash form) or by installments (if the purchase and sale is by installments) such portion of the selling price attributable to the dwelling. In the event the sums to be paid Tom pursuant to this Paragraph/^{are} in installments, Tom shall likewise receive interest thereon at the same rate as the purchaser shall agree to pay on the total deferred balance in any such sale. The price to be received by Tom shall be specified in the contract of sale. The parties shall agree upon such price. If the parties cannot agree, the price to be paid Tom for such dwelling shall be determined by arbitration.

5. In the event any of the parties are unable to agree upon either price, or terms, or both, as required by Paragraph 3 or Paragraph 4 above, and the same is to be resolved by arbitration, the arbitration procedures shall be as follows:

(a) Tom shall notify Jack and Craig of his desire to arbitrate.

(b) Within ten days of such notice of Tom's desire to

arbitrate, Jack and Craig shall select an arbitrator for both of them and shall notify Tom of their selection.

(c) Within ten days from the notice by Jack and Craig to Tom of their selection of an arbitrator, the two arbitrators selected pursuant to subparagraphs (a) and (b) above shall meet and select a third arbitrator, and shall notify Tom, Jack and Craig of such selection.

(d) Within ten days from the selection of a third arbitrator, the arbitrators selected pursuant to this Paragraph 5 of this agreement shall meet for the purpose of resolving the controversy presented to them. If the controversy is the price and terms to be paid and performed by Tom pursuant to Paragraph 3 above, the parties agree to be bound by the decision of the arbitrators and to sell and buy the real property described in Paragraph 1 above according to the price and terms fixed by the arbitrators. If the controversy presented to the arbitrators is the price to be paid Tom for the dwelling pursuant to Paragraph 4 above, the parties agree to be bound by the decision of the arbitrators and to sell the dwelling and the land to the third party purchaser and to permit Tom to receive the value of the dwelling according to the terms of Paragraph 4 above.

(e) Any cost of any arbitration pursuant to this agreement shall be shared between the parties as follows: One-half by Tom; one-fourth by Jack; and one-fourth by Craig.

6. Any notice by any party to the other in connection with this agreement shall be deemed to have been fully given when written and deposited in a sealed envelope in the United States mail, registered or certified and postage prepaid, and addressed as follows:

To Tom: Box 181, Hollister, California

To Jack: Route 3, Box 3865, Red Bluff, California

To Craig: Route 3, Box 3820, Red Bluff, California

Either party may change his address by giving the other parties written notice of the new address in the manner specified herein.

WITNESS The hands and seals of the parties hereto the day and year first above written.

Thomas W. Hawkins (SEAL)
Thomas W. Hawkins

Elizabeth H. Hawkins (SEAL)
Elizabeth H. Hawkins

Jack B. Owens (SEAL)
Jack B. Owens

Elaine Owens (SEAL)
Elaine Owens

Craig Owens (SEAL)
Craig Owens

Maxine Owens (SEAL)
Maxine Owens

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 22nd day of August, 1972, personally appeared the above named THOMAS W. HAWKINS & ELIZABETH H. HAWKINS and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)

Blanca E. Harrison
Notary Public for Oregon

My Commission expires: Aug. 5, 1974

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 22nd day of August, 1972, personally appeared the above named JACK B. OWENS & ELAINE OWENS and acknowledged the

foregoing instrument to be their voluntary act and deed.

Before me:

Alma E. Giacomini

Notary Public for Oregon

(SEAL)

My Commission expires: Aug. 5, 1974

STATE OF OREGON

COUNTY OF KLAMATH

ss.

On this 22nd day of August, 1972, personally appeared the above named CRAIG OWENS & MAXINE OWENS and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Alma E. Giacomini

Notary Public for Oregon

(SEAL)

My Commission expires: Aug. 5, 1974

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of XXXXXXXXXX

this 9th day of January A. D. 1981 at 8:51 o'clock A. M., and

tuly recorded in Vol. M81, of Deeds on Page 341

Evelyn Biehn, County Clerk

Bernetha Shetch

Fee \$24.50

Return To:

GIACOMINI, JONES & ASSOCIATES
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
635 MAIN STREET
KLAMATH FALLS, OREGON 97601