

KCTC-38906

66430

Vol. 1986 Page 17507

AGREEMENT

This Agreement is made and entered into this 24 day of September, 1986 by and between Howard C. Hassett and Mary A. Hassett ("Hassett") and Fairbanks Motel Associates, A Washington Limited Partnership ("FMA").

RECITALS

A. Hassett owns that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Hassett Property").

B. FMA is acquiring from Hassett that certain real property described on Exhibit B attached hereto (the "FMA Property").

C. Hassett has agreed to provide FMA with the right of first refusal to acquire (i) any and all portions of the Hassett Property, (ii) any improvements presently existing or in the future made to or constructed on the Hassett Property and (iii) any business operations thereon.

NOW, THEREFORE, in consideration of the payment by FMA to Hassett of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Right of First Refusal. Hassett agrees not to sell, license, convey, lease or transfer, or agree to sell, license, convey, lease or transfer, whether voluntarily or by operation of law, any part of (a) the Hassett Property, (b) any improvements presently existing or in the future made to or constructed on the Hassett Property or (c) any business now or in the future operated on or about the Hassett Property, without first offering FMA the rights desired to be granted by delivering to FMA a written notice (the "Notice") of Hassett's intentions setting forth (i) the name of the proposed transferee, grantee, lessee or licensee, (ii) the specific terms of the proposed agreement with the proposed transferee, grantee, lessee or licensee and (iii) offering FMA the first option to make such agreements as transferee, grantee, lessee or licensee (or to obtain the rights proposed to be granted after its receipt of the Notice to accept or reject the Offer. FMA's failure to deliver such notice within such period shall be deemed a rejection of the Offer. Upon FMA's rejection of the Offer, Hassett or their successors or assigns shall thereupon have the right to make the agreements set forth in

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the Notice only with the persons and on the precise terms set forth therein and only within the sixty (60) day period following FMA's rejection of the Offer, after which time Hassett or their successors or assigns may not make any agreement coming within the scope of the first sentence of this Section 1 without again granting FMA the rights set forth herein. The foregoing shall not apply to the Lease by Hassett of certain portions of the Hassett Property to Larry R. Thurbor for a period not to extend through 20 years after the date of this Agreement provided that such lessee uses the Hassett Property only for operation of a truck stop, said Lease does not pertain to the operation of Molly's Restaurant, contains no options to extend the terms of the Lease or purchase any portions of the Property and provides that the said lessee will not transfer any rights under the said Lease without first offering such rights to FMA or its assigns under this Agreement.

2. Benefits and Burdens. FMA's benefits under and rights granted in this Agreement shall inure to FMA and its successors and assigns. The obligations of Hassett hereunder shall burden Hassett's heirs, successors and assigns; shall be deemed to constitute a covenant running with the land and burdening the Hassett Property in favor of the FMA Property; and shall terminate only upon the voluntary relinquishment by Quit Claim Deed of FMA's rights hereunder.

3. Recording. The parties acknowledge that this instrument may be recorded.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING THIS INSTRUMENT, THE PERSON ACQUIRING THE RIGHTS DESCRIBED HEREIN SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, the parties hereto make this Agreement at the date and year first above written.

FAIRBANKS MOTEL ASSOCIATES,
A WASHINGTON LIMITED
PARTNERSHIP

Howard C. Hassett
Howard C. Hassett

By: Super 8 Motels Northwest,
Inc., General Partner

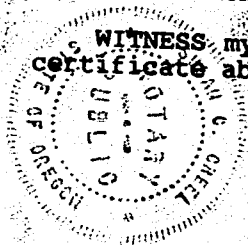
Mary A. Hassett
Mary A. Hassett

By Gerald L. Whitcomb
Gerald L. Whitcomb,
Chairman

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 26TH day of September, 1986, before me, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Gerald L. Whitcomb, to me known to be the Chairman of Super 8 Motels Northwest, Inc., the general partner of Fairbanks Motel Associates, A Washington Limited Partnership, the Partnership that executed the within and foregoing instrument, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said corporation, as general partner of said partnership, for the uses and purposes therein mentioned and on oath stated that both said corporation and he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate above written.



Susan C. Cuel
NOTARY PUBLIC in and for the State
of Oregon, residing at Klamath Falls
My Appointment Expires: 6-21-88.

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 24 day of September, 1986, before me, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Howard C. Hassett and Mary A. Hassett, to me known, and acknowledged the foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.



R. E. Weaver
NOTARY PUBLIC in and for the State
of Oregon, residing at
My Appointment Expires: 4-6-89.

EXHIBIT A

THE FOLLOWING DESCRIBED PARCELS OF REAL PROPERTY SITUATE IN
KLAMATH COUNTY, STATE OF OREGON:

1. A piece or parcel of land situated in the Northeast Quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, and more particularly described as follows:

Beginning at an iron pipe which is South 0°06' West 323.4 feet and North 89°49' West 234.2 feet from the Northeast Section Corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, which point of beginning is also the Northeast corner of that certain tract of land conveyed to Elmer W. and Flora M. Zigler on page 238 Deed Volume 278 of the records of Klamath County, Oregon; thence North 89°49' West along the northerly boundary of said tract of land conveyed on page 238 Deed Volume 278, a distance of 334.8 feet to an iron pipe set at its intersection with a line which is parallel to and 192.77 feet Northeasterly of, when measured at right angles to, the Northeasterly right of way line of the Dalles-California Highway (US97) as the same is now located across the said Section 19; thence North 38°52' West parallel to and 192.77 feet distant from said Northeasterly highway right of way line a distance of 147.25 feet to an iron pipe; thence South 89°49' East a distance of 427.3 feet to an iron pipe; thence South 0°06' West a distance of 114.35 feet, more or less, to the point of beginning.

2. Beginning at a point on the Northeasterly right of way line of State Highway No. 97 which lies South 0°06' West along the East section line a distance of 688.5 feet and North 89°49' West along the North line of Byrd Avenue in Chelsea Addition, a distance of 521.6 feet and North 38°52' West along the Northeasterly right of way line of State Highway No. 97 (Note, State Highway bearing of this line shows North 39°07' West) a distance of 130.55 feet from the iron axle which marks the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, running thence: Continuing North 38°52' West along the Northeasterly right of way line of State Highway No. 97 a distance of 250 feet to a point; thence North 51°08' East a distance of 192.77 feet to a point; thence South 38°52' East a distance of 250 feet to a point; thence South 51°08' West a distance of 192.77 feet, more or less, to the point of beginning, in NE¼NE¼ of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
3. Beginning at a point which is South 0°06' West a distance of 477.4 feet and North 89°49' West a distance of 234.2 feet from the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian; thence North 0°06' East a distance of 154 feet to a point; thence North 89°49' West a distance of 336 feet, more or less, to a point on a line which is parallel to and distant 192.77 feet at right angles from the Northeasterly right of way of the Dalles-California Highway; thence South 38°52' East a distance of 200 feet, more or less, to a point which is North 0°06' East a distance of 211.1 feet, from the North line of Byrd Avenue in Chelsea Addition; thence South 89°49' East a distance of 210.2 feet to the place of beginning, being in the NE¼NE¼ of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

(end of description)

EXHIBIT B

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DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

Beginning at an iron pin on the North line of Byrd Avenue of Chelsea Addition, a subdivision of Klamath County, State of Oregon, which iron pin is at a point South 0°06' West along the East section line of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, a distance of 688.5 feet and North 89°49' West along the North line of Byrd Avenue a distance of 444.4 feet from the iron axle (with Ball Race) which marks the Northeast corner of said Section 19; thence running North 89°49' West along the North line of Byrd Avenue a distance of 77.2 feet to an iron pin which lies on the Northeastly right of way line of State Highway No. 97, 95 feet at right angles from the Northeastly leg of same; thence North 38°52' West along the Northeastly right of way line of State Highway No. 97 (NOTE: The State Highway bearing of this line shows North 39°07½' West) a distance of 130.55 feet to a point; thence North 51°08' East at right angles a distance of 192.77 feet to an iron pin; thence South 38°52' East 15 feet to an iron pin; thence South 0°06' West parallel to the section line a distance of 211.1 feet, more or less, to the point of beginning, in the NE¼ of Section 19.

PARCEL 2:

A parcel of land lying in the NE¼ of NE¼ of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, and being more particularly described as follows: Beginning at a point in the North line of Byrd St. of Chelsea Addition to the City of Klamath Falls; said point being 688.5 feet South and 234.3 feet West from the Northeast corner of said Section 19; thence North 89°49' West along the North line of said Byrd St. a distance of 208.71 feet; thence North 0°11' East a distance of 208.71 feet; thence South 89°49' East a distance of 208.71 feet; thence South 0°11' West a distance of 208.71 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of September A.D., 19 86 at 2:22 o'clock P M., and duly recorded in Vol. M36
of _____ Deeds on Page 17507

FEE \$21.00

By Evelyn Biehn, County Clerk

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