

85972

CITY OF KLAMATH FALLS
HOUSING REHABILITATION LOAN/GRANT PROGRAM
GRANT AGREEMENT

Vol. 1788 Page 4948

THIS AGREEMENT is made this 10th day of July, 1984, between the City of Klamath Falls, Oregon, a municipal corporation ("City") and Veldene R. Trelease and Robyn Gay Trelease ("Grantee").

WITNESSETH: That in consideration of a grant of Seventeen thousand forty-four (\$17,044.41) and 41/100ths Dollars from the City, of technical and other assistance provided by the City in connection with repairs and/or improvements to Grantee's property, and of promises contained in this agreement, the Grantee and the City agree as follows:

1. The work to be paid for with grant proceeds in an amount not to exceed \$17,044.41 shall include only repairs and improvements listed or described in the Contract Documents and other eligible costs approved by the City. Grantee's property to be improved is located at 2515 Reclamation (street address) in the City of Klamath Falls, Klamath County, Oregon, and more particularly described as:

Lot 723, Block 129, Mills Addition to the City of Klamath Falls, Oregon according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

2. Grantee and City agree that the administration of the construction work to be performed with the grant proceeds shall be governed by and subject to the terms of the Contract Documents and the applicable terms of the Housing Rehabilitation Loan/Grant Program for the City of Klamath Falls, Oregon, as adopted by the City Council and currently existing as of the date of this Agreement.

3. The Grantee expressly authorizes the City to establish a rehabilitation account with the grant proceeds, and to disburse such proceeds in accordance with the Contract Documents and the Program.

4. The Grantee will begin the contract work on or after receiving written authorization to proceed from the City, and will complete the work within 45 days of such receipt. If the work is not completed within such time, and the completion date has not been extended in writing by the City due to work delay not caused by Grantee's negligence or neglect, the City shall have the right to complete the work by whatever method it deems expedient, and the right to use any amount remaining in the Grantee's rehabilitation account to pay the costs of such completion.

5. 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 of this agreement, the losing party shall pay the prevailing party such reasonable amount for investigation costs, attorney's fees and expert witness fees, as may be set by the court. This agreement shall be enforceable in Klamath County, Oregon, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Klamath County, Oregon.

6. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties.

7. Grantee agrees to file a claim with the State Builder's Board relative to the work previously undertaken by Jim Motley Construction, to process said claim to final decision by said Board, and to turn over the award, if any, from said Board to the City as an offset to this Grant. Grantee further assigns any rights she may have under the surety bond of Jim Motley Construction for prior work to the City.

9. GRANTEE ACKNOWLEDGES RECEIVING A COPY OF THIS GRANT AGREEMENT AND OF A COPY OF THE PROGRAM.

ROBYN
Veldene R. Trelease
Robyn Gay Trelease

Attest: Karren Fowler
Recorder Karren Fowler

Carlynn J. Senesal
Notary Public for Oregon
My Commission Expires: 7/6/88

Donna J. Hohlmeier
Notary Public for Oregon
My Commission Expires: 10/28/87

AFTER RECORDING RETURN TO:
Klamath Falls City Recorder
P. O. Box 237
Klamath Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: \$\$

Filed for record at request of City of Klamath Falls the 7th day
of April A.D., 19 88 at 9:50 o'clock A M., and duly recorded in Vol. M88
of Mortgages on Page 4948.

FEE \$10.00

Evelyn Biehn County Clerk
By Bernetha S. Helock