

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

THIS AGREEMENT is made this 11th day of March, 1986, between the City of Klamath Falls, Oregon, a Municipal Corporation ("City") and Louis C and Margaret H Pratt, husband and wife ("Grantee").

WITNESSETH: That in consideration of a grant of Four thousand fifty-nine and 00/100ths (\$4,059.00) 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 \$ 4059.00 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 220 North Eldorado (street address) in the City of Klamath Falls, Klamath County, Oregon, and more particularly described as:

Lot 8, Block 57, HOT SPRINGS SECOND ADDITION, to the City of Klamath Falls according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, free of all encumbrances except reservations, restrictions, easements and rights-of-way of record and those apparent upon the land.

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 obligation 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.

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7. THE GRANTEE UNDERSTANDS AND AGREES THAT THE CITY NEITHER HAS NOR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION, LEGAL OR OTHERWISE, IN CONNECTION WITH ANY CONTRACT WORK OR WITH MATERIALS OR EQUIPMENT SUPPLIED: AND THAT ANY GUARANTEE OR WARRANTY OF CONTRACT WORK OR MATERIALS MUST BE OBTAINED BY THE GRANTEE FROM WHOEVER SUPPLIES SUCH MATERIALS OR PERFORMS SUCH WORK: AND THAT THE CITY IS NOT RESPONSIBLE FOR THE QUALITY OR ACCEPTABILITY OF SUCH WORK OR MATERIALS: AND THAT IN CONNECTION WITH SAME, THE PROPERTY MUST BE KEPT FREE OF CONSTRUCTION LIENS.

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

IN WITNESS WHEREOF, this loan agreement has been duly executed by the undersigned, as of the date above written.

CITY:

GRANTEE

By H. C. Douglas  
Mayor Pro-Tem

Louis C. Pratt

Attest: Donna L. Wohlwend  
Recorder

Margaret H. Pratt

STATE OF OREGON, )

ss

County of Klamath )

BE IT REMEMBERED, that on this 11th day of March, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Louis C. Pratt known to me to be the identical individual(s) described in and who executed the within Grant Agreement and acknowledged to me that said individual(s) executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Isabel Rodriguez  
Notary Public for Oregon  
My Commission Expires: 4-24-87

STATE OF OREGON, )

ss

County of Klamath )

Personally appeared H. C. Douglas and Donna Wohlwend, who being first duly sworn, each for themselves and not one for the other, did say that the former is the Mayor and that the latter is the Recorder of the City of Klamath Falls, a Municipal Corporation of the State of Oregon, and that the foregoing instrument was signed on behalf of said Municipal Corporation by authority of its Council; and each of them acknowledged said instrument to be its voluntary act and deed.

Dated this 19th day of March, 1986.

Before me:

Evelyn Biehn  
Notary Public for Oregon  
My Commission Expires: 5-17-85

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

STATE OF OREGON: COUNTY OF KLAMATH: ss.

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 4950.

FEE \$10.00

Evelyn Biehn County Clerk  
By Bernetha A. Ketch