

Until a change is requested,  
send tax statements to:

Thomas A. Roster  
1190 Lynnewood  
Klamath Falls, OR 97601

After recording return to:

Thomas A. Roster  
1190 Lynnewood  
Klamath Falls, OR 97601

### PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of November, 1988, by and between THOMAS A. ROSTER and JEANNE L. ROSTER, husband and wife, hereinafter in this Agreement, "Roster" and ANDREW J. SEDLOCK and MICHAEL S. SEDLOCK, husband and wife, hereinafter in this Agreement, "Sedlock."

#### RECITALS:

This Agreement is made with reference to and in consideration of the following Recitals:

(a) Roster is the owner of Lot 9, Block 7, Tract No. 1091, LYNNWOOD, in the County of Klamath, State of Oregon, and Sedlock is the owner of Lot 10, Block 7, in the same subdivision;

(b) Roster and Sedlock desire to purchase Lot 11, Block 7, Tract No. 1091 of LYNNWOOD, according to the procedure hereinafter set forth, for the purpose of dividing the same between the two (2) parties, by partition or by undivided tenancies in common and for the further purpose of ensuring their

1 - PROPERTY PURCHASE AGREEMENT

respective rights to acquire the other parties interest in Lot 11, in the event of a subsequent transfer; and

(c) For these purposes, the parties have entered into this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the parties do agree with each other as follows:

1. ACQUISITION OF LOT 11 BY ROSTER. Roster will attempt to purchase Lot 11, Block 7 in Tract No. 1091 of LYNNWOOD from its present owners, Dean and Betty Sporrer (hereinafter in this Agreement, Sporrer), for a purchase price that Roster shall determine by negotiations with Sporrer. In the event that Roster is able to purchase Lot 11 from Sporrer for a purchase price of not greater than SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00), exclusive of closing costs and related fees and expenses, then Roster shall be obligated to sell, and Sedlock shall be obligated to purchase, an interest in the said Lot 11 as hereinafter in this Agreement more particularly set forth. If, on or before the 1st day of June, 1989, Roster is not able or willing, for any reason, to close the purchase of Lot 11 from Sporrer for the indicated maximum of \$16,000 or less, then Roster shall have no obligation to Sedlock pursuant to this agreement and Sedlock shall have no obligation to Roster.

2. OBLIGATIONS OF THE PARTIES IF ROSTER PURCHASES LOT 11. If, on or before the 1st day of June, 1989, Roster closes the purchase of Lot 11 from Sporrer, for the above stated maximum of \$16,000 or less, then Roster and Sedlock shall be obligated as follows:

2.1 Except as set forth in paragraph 2.2 below, Sedlock shall be obligated to purchase from Roster not less than a fifty percent (50%) interest in Lot 11, either as a result of a partition of Lot 11 approved by the City of Klamath Falls, with subsequent deed, or by the conveyance of any undivided interest, as tenants in common, in the absence of a successfully concluded partition. Roster shall sell, and Sedlock shall purchase, such Lot 11 interest from Roster at a purchase price equal to 50% of the following items paid or incurred by Roster: the purchase price and all related closing costs, expenses and fees paid Sporrer by Roster, or paid by Roster to any title company, County

2 - PROPERTY PURCHASE AGREEMENT



or State office or official, or other party or entity involved with the sale and purchase of Lot 11 by Roster from Sporrer. Sedlock shall also reimburse Roster for 50% of all legal fees incurred by Roster in connection with the Sporrer purchase and any subsequent partition attempt by Roster (whether successful or not) as well as the transfer to Sedlock by Roster of Sedlock's interest in Lot 11. Such payment to Roster by Sedlock, and such reimbursement of Roster by Sedlock, shall occur at the time Roster is ready, willing and able to transfer to Sedlock, Sedlock's interest in Lot 11.

2.2 Provided further, and notwithstanding anything else that may be construed to the contrary, Roster and Sedlock agree that if at the time of any proposed transfer by Roster to Sedlock of an interest in Lot 11, it turns out that the parties have agreed that Sedlock shall acquire a greater or lesser proportion of Lot 11 than 50%, then Sedlock's Lot 11 purchase price obligation to Roster shall be increased, or decreased, as applicable in direct proportion to the greater or lesser than 50% portion of Lot 11 that is to be acquired by Sedlock.

3. CROSS-OPTIONS TO PURCHASE LOT 11 INTEREST. In the event that Roster acquires Lot 11 from Sporrer for less than the indicated maximum \$16,000 and thereafter conveys any portion of Lot 11 to Sedlock, should Roster or Sedlock, respectively, during their lives or at death desire to sell, lease, mortgage or otherwise transfer (hereinafter, transfer) to any non-party to this Agreement any portion of their Lot 11 interest (other than the automatic succession to the respective spouse that is a party to this Agreement, at death, based upon a tenancy by entirety interest), whether that Lot 11 interest exists as a separate interest or in combination with any other lot owned by the transferring party, then that party or the personal representative thereof shall be obligated to first offer their Lot 11 interest to the other party to this Agreement, as follows:

3.1 Any party proposing to transfer that party's Lot 11 interest to a non-party to this Agreement shall first give written notice of said intent to the other party to this Agreement. The party receiving such notice shall have 30 days following such receipt in which to exercise an option to purchase the transferring party's Lot 11 interest.

3.2 The party receiving notice of a proposed transfer may exercise their option by paying the notifying party that party's Lot 11 purchase price as the same shall be entered in a

### 3 - PROPERTY PURCHASE AGREEMENT

copy of Exhibit A, attached hereto and by this reference incorporated herein, by and for both parties after the completion of any initial sale by Roster to Sedlock of a Lot 11 interest.

3.3 If any party does exercise their option and comply with the terms of the transfer, then the party proposing to transfer must convey their Lot 11 interest by Special Warranty Deed, free and clear of all liens and encumbrances except those existing at the time Lot 11 was acquired by the parties hereto, as well as any permitted or suffered by both parties after such acquisition.

3.4 If the party to whom the transfer is proposed does not exercise their option, as above stated, the party proposing the transfer may transfer their Lot 11 interest to any other party, provided that such a transfer must be consummated within 60 days following the expiration of the earlier of the 30 day acceptance period for the offer or the date of any written rejection of such offer. If such a transfer to any non-party to this Agreement is consummated, because the party to this Agreement refused to exercise their option to purchase as set forth above, or rejects the transferring party's offer, the non-transferring party's rights shall be automatically and forever extinguished. If, however, such a transfer to another party is not consummated, the non-transferring party's rights shall remain in full force and effect.

3.5 The reciprocal options herein granted are personal to Thomas Roster and Jeanne L. Roster, and the survivor thereof, and Andrew J. Sedlock and Michael S. Sedlock, and the survivor thereof, and their respective personal representatives and estates.

#### 4. MISCELLANEOUS.

4.1 NOTICES. All notices and communications given with respect hereto shall be in writing and shall be deemed "given" when personally delivered or deposited in the U.S. mail, registered or certified mail, postage prepaid and addressed to the party intended to receive the notice at that party's address, as follows:

Roster: Thomas and Jeanne Roster  
1190 Lynnewood  
Klamath Falls OR 97601

4 - PROPERTY PURCHASE AGREEMENT



21749

Sedlock: Andrew and Michael Sedlock  
1170 Lynnewood  
Klamath Falls OR 97601

or such other address as either party may hereafter specify by written notice given to the other party.

4.2 Failure by any party to enforce compliance with any term or provision of this Agreement shall not be construed as a subsequent waiver of that or any other term or provision of this Agreement, including this non-waiver provision.

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

4.4 THIS AGREEMENT WAS PREPARED FOR AND ON BEHALF OF ROSTER BY HUTCHINSON, ANDERSON, COX, PARRISH & COONS, P.C., SUITE 200, 777 HIGH STREET, EUGENE OR 97401, BY BRUCE H. ANDERSON. SEDLOCK HAS BEEN ADVISED TO OBTAIN ADVICE FROM THEIR OWN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT.

4.5 THIS AGREEMENT AND ITS EXHIBIT CONSTITUTES THE ENTIRE AND COMPLETE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS BETWEEN THEM, BOTH ORAL AND WRITTEN, AS RESPECTS THE SUBJECT MATTER HEREOF. THERE IS NO OBLIGATION TO AMEND OR MODIFY THIS AGREEMENT; BUT IF THERE IS ANY SUCH AMENDMENT OR MODIFICATION, IT WILL ONLY BE EFFECTIVE IF IN WRITING AND SIGNED BY ALL PARTIES HERETO.

  
THOMAS A. ROSTER

  
JEANNE L. ROSTER

  
ANDREW J. SEDLOCK

  
MICHAEL S. SEDLOCK

HUTCHINSON, ANDERSON, COX, PARRISH & COONS, P.C.  
ATTORNEYS AT LAW  
200 FORUM BUILDING  
EUGENE, OREGON 97401-2792  
(503) 486-9160

21750

STATE OF OREGON )  
County of Klamath ) ss.

On this 18<sup>th</sup> day of November, 1988, personally appeared before me the above named Thomas A. Roster and Jeanne L. Roster and acknowledged the foregoing Property Purchase Agreement to be their voluntary act and deed.

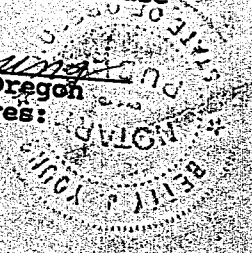
Marie Campbell  
Notary Public for Oregon  
My Commission Expires: 6-25-89



STATE OF OREGON )  
County of Klamath ) ss.

On this 14<sup>th</sup> day of November, 1988, personally appeared before me the above named Andrew J. Sedlock and Michael S. Sedlock and acknowledged the foregoing Property Purchase Agreement to be their voluntary act and deed.

Betty O. Young  
Notary Public for Oregon  
My Commission Expires: 4-25-89



HUTCHINSON, ANDERSON, COX, PARRISH & COONS, P.C.  
ATTORNEYS AT LAW  
200 FORUM BUILDING  
777 HIGH ST.  
EUGENE, OREGON 97401-2782  
(503) 685-9160



EXHIBIT A  
COSTS INCURRED FOR PURCHASE OF LOT 11

Purchase Price for Lot 11, Roster from Sporrer \$ 13,500  
Closing Costs Paid by Roster:

|                |         |
|----------------|---------|
| Recording fees | 47.00   |
| Attorney fees  | 1276.95 |
| Escrow fee     | 44.00   |
| Title expense  | 15.00   |
| Taxes          | 199.51  |
| Miscellaneous  | 8.50    |
| UPS            | 6.92    |
| PHONE CALLS    | 3.00    |
| CERT. CHK. FEE |         |

Total Costs

Total of Purchase Price and Costs

\$ 1600.88  
\$ 15,100.88

Purchase Price and Costs Reimbursement Paid  
Roster by Sedlocks for Sedlocks' ownership of approximately 50 % of Lot 11. \$ 7,550.44

The above is true and complete to the best of our knowledge.  
Dated this 20<sup>th</sup> day of December, 1988.

Thomas A. Roster  
Thomas A. Roster

Andrew J. Sedlock  
Andrew J. Sedlock

Jeanne L. Roster  
Jeanne L. Roster

Michael S. Sedlock  
Michael S. Sedlock

1 - EXHIBIT A

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Thomas A. Roster  
on this 21<sup>st</sup> day of Dec. A.D. 1988  
at 3:10 o'clock P.M. and duly recorded  
in Vol. M88 of Deeds Page 21745  
Evelyn Biehn  
By Pauline Mickeladore  
County Clerk  
Deputy.  
Fee, \$38.00

HUTCHINSON, ANDERSON, COX, PARRISH & COONS, P.C.  
ATTORNEYS AT LAW  
200 FORUM BUILDING  
EUGENE, OREGON 97401-2702  
(503) 686-9160

38.00