

After Recording Return to:
City Planning Dept.
226 South 5th Street
Klamath Falls, OR 97601
NWC 1396—9267

2009-000285

Klamath County, Oregon



00058540200900002850030037

01/09/2009 03:53:18 PM

Fee: \$31.00

LOCAL IMPROVEMENT CONTRACT

City of Klamath Falls, Oregon

This Agreement is entered into this 30th day of December 2008, by and between the City of Klamath Falls (City) and 4S LLC:

WHEREAS, Owner is the legal owner of the following described real property ("Property"):
See Attached Exhibit A, incorporated by reference herein

Map and Tax Lot Numbers: R-3809-028DD-00500-000
Property Address: 2555 Main Street

WHEREAS, Owner desires to develop the Property, which will contribute to the need for, as well as benefit from, the following improvements:

Construction of right-of-way improvements including grading, pavement, alleys, gutters, pathways, sidewalks, storm drains, illumination, traffic control devices and all other improvements necessary to bring the streets into compliance with the City's applicable street standards; and

WHEREAS, a condition of the Owner's land use approval from City for the development of the Property 25-DR-08 is Owner's agreement to participate in the cost of said future improvements;

NOW THEREFORE, In consideration of the foregoing recitals and the conditions and obligations set forth herein:

THE PARTIES HERETO AGREE AS FOLLOWS:

1. City agrees not to require Owner to improve the right-of-way at this time. In the event and at such time as the City initiates the formation of a Local Improvement District (LID) for the funding and construction of the improvements designated above, Owner hereby waives any and all right to remonstrate against formation of a Local Improvement District (LID) by the City for the purpose of improving Main Street and assessing the proportionate cost to benefited properties pursuant to the City's right-of-way improvement regulations in effect at the time of such improvement.

The phrase "right to remonstrate against the formation of an LID" refers solely to a property owner's right under the City Charter Section 38 to be counted as part of an extraordinary majority of property owners that can, in certain circumstances, suspend proceedings on formation of an LID for six months. The waiver of this right does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify regarding formation of the LID, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project or of the final assessment, or any other issue regarding the LID.

2. City agrees that a LID assessment levied against Owner's Property shall not exceed the benefit conferred upon the Property.
3. In the event that a suit or action is instituted to enforce the terms of this covenant, the prevailing party shall be entitled to recover reasonable attorneys fees and all other fees, costs and expenses incurred in connection with the suit or action, including any appeals, in addition to all other amounts allowed by law

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4. In the event that the subject property becomes adjacent to right-of-way improvements including grading, pavement, alleys, gutters, pathways, sidewalks, storm drains, illumination, traffic control devices and all other improvements necessary to bring the streets into compliance with the City's applicable street standards then owner shall install such improvements.
5. This agreement shall run with the Property and shall be binding upon and inure to Owner and Owner's successors in interest to the Property.

CITY OF KLAMATH FALLS

By: [Signature]
Attest: Karen Burg
Dated: 1-6-08

OWNER

[Signature] PARTNER
45 HOUSING LLC
Dated: 12/30/08

STATE OF OREGON

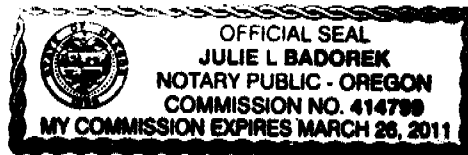
) ss.
County of Klamath)

This instrument was acknowledged before me this 30TH day of December 2008, by Robert J. Bogatay,
Partner, 45 Housing LLC

By: Julie L. Badorek

NOTARY PUBLIC FOR OREGON
My commission expires: 3/26/2011

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226 South 5th Street
Klamath Falls, OR 97601



AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in the S1/2 of the SE1/4 SE1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of the SE1/4 SE1/4 of said Section 28; thence South 89° 30' 00" East 330.73 feet to the Southeast corner of the SW1/4 SW1/4 SE1/4 SE1/4 of said Section 28; thence North 00° 53' 52" East, along the East line of said SW1/4 SW1/4 SE1/4 SE1/4, 35.00 feet to the True Point of Beginning; thence continuing North 00° 53' 52" East, along said line and its extension, 345.00 feet; thence South 89° 30' 00" East 355.08 feet; thence South 00° 53' 52" West 345.00 feet to a point on the Northerly right-of-way line of Main Street; thence along said right-of-way line North 89° 30' 00" West 4.70 feet, North 28° 46' 00" West 46.49 feet, on the arc of a curve to the right (radius point bears North 28° 46' 00" West 400.00 feet and central angle equals 16° 06' 25") 112.45 feet and North 89° 30' 00" West 223.17 feet to the True Point of Beginning, with bearings based on the South line of said Section 28 as being South 89° 30' 00" East.