

K. 34240

OPTION TO PURCHASE

THE UNDERSIGNED does hereby grant to Larry and Mary Sullivan an option to purchase the following described real property, located in Klamath County, Oregon, and more particularly described as follows:

SW $\frac{1}{4}$, Section 25, Township 37, Range 11 $\frac{1}{2}$ East of the Willamette Meridian; said parcel to be bordered on the SW side by Squaw Flat Road and bordered on the East by the existing road into the Ranch House and on the North by a line parallel to the South line of Section 25 and located at a point necessary to create a triangular parcel containing ten (10) acres.

Terms and conditions: The purchase price shall be TWO THOUSAND FOUR HUNDRED TEN AND NO/100 DOLLARS (\$2,410.00) payable in cash no later than April 7, 1982. It shall be the responsibility of Larry and Mary Sullivan, at their expense, to obtain any and all permits which may be required of Noel C. Reuland and/or Larry and Mary Sullivan in order to legally effect conveyance of the above described ten acres per any comprehensive land use plan, zoning, partitioning, and/or any other regulation pertaining to the conveyance of said ten acres.

The undersigned does hereby covenant and agree to apply to the Federal Land Bank for a partial release of said property, including to pay the sum of up to \$2,410.00 towards a partial release in order to effect the release of said ten acre parcel. The undersigned shall have no obligation beyond the above described application to Federal Land Bank to effect a partial release.

In the event the sale of said ten acres should disqualify

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1 the undersigned for his farm use tax status, then and in that event
 2 this option to purchase shall be null and void.

3 In the event of a breach of this Agreement, the aggrieved
 4 party shall have all rights conferred upon him under law, including
 5 but not limited to the right to specifically enforce this Agreement
 6 and/or the right to all damages caused by said breach. Also, the
 7 undersigned promises and agrees to pay reasonable attorney's fees
 8 to the prevailing party even though no suit or action may be filed.
 9 However, in the event suit or action is filed, each of the under-
 10 signed promises and agrees to pay the amount of reasonable attorney's
 11 fees to the prevailing party as shall be fixed by the court or courts
 12 in which the suit or action, including any appeal therein, is tried,
 13 heard or decided.

14 This option to purchase shall expire on April 7, 1982.
 15 DATED this 7 day of April, 1981.

16
 17
 18 *Noel C. Reuland*
 19 Noel C. Reuland

20 SUBSCRIBED AND SWORN to before me this 7 day of April, 1981

21
 22 *Debra A. Jensen*
 23 Notary Public for Oregon
 24 My Commission Expires: 8-5-83

25 STATE OF OREGON; COUNTY OF KLAMATH; ss.

26 Filed for record at request of Klamath Co, Title

this 8th day of April A.D. 1981 at 11:28 o'clock A.M., and
 duly recorded in Vol. 481, of Deeds on Page 6336.

By *Debra A. Jensen* EVELYN BIEHN, County Clerk

Fee \$7.00

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