

Return to:

GRANTEE

City of Klamath Falls

500 Klamath Avenue

Klamath Falls, OR 97601

OWNER/GRANTOR

Gordon and Adelle Erlandson

44-300 Lakeside Drive

Indian Wells, CA 92210

RIGHT-OF-WAY OPTION

The undersigned, Grantor, for and in consideration of \$3,510.00, hereby grants to the City of Klamath Falls, an Oregon municipal corporation, its successors and assigns, Grantee, until midnight, November 7, 1997, the exclusive option to purchase for the total sum of \$35,100.00, including said sum paid herewith, an easement for a right-of-way 125 feet in width for electric power transmission lines, distribution lines and communications lines of one or more wires, fibers, cables and other conductors and conduits and all necessary or desirable appurtenances, including towers, poles, props, guys and other supports, upon, over and across those certain premises situated in Township 39 South, Range 9 East, Section 7, County of Klamath, State of Oregon, along the course more particularly described and shown on the attachment hereto marked Exhibit "A," together with the further rights set forth in the form of easement attached hereto marked Exhibit "B," each by this reference made a part hereof.

During the term of this option, Grantee shall be and is hereby designated the agent of Grantor for the purposes of applying for or ratifying any conditional use permit required for the construction and operation of said transmission line.

This option shall be deemed duly exercised if Grantee shall, within said option period or any extension thereof, give written notice of Grantee's election to exercise this option. Such notice may be delivered to Grantor personally, or by letter duly directed and mailed to Grantor at the address hereinafter shown.

Grantee shall, within fifteen (15) days after giving such notice, tender to Grantor the balance of said purchase price by Grantee's check payable to the order of Grantor, and Grantor shall simultaneously execute, acknowledge and deliver to Grantee a good and sufficient easement substantially in said form attached hereto; or Grantee may within such time deposit said balance of the purchase price in escrow with a duly qualified title insurance company, Agent and cause written notice of such deposit to be given Grantor, in which case Grantor shall within thirty (30) days thereafter deliver such easement duly executed and acknowledged to said Agent for Grantee.

Grantee may, at its own risk, enter upon said premises at all times during said option period or any extension thereof for any purpose provided, however, that if Grantee fails to exercise this option within said option period, then all of Grantee's rights hereunder shall

terminate and Grantee shall remove all of its personal property from said premises and shall reimburse Grantor for any damages caused by Grantee to said premises or to any crops growing thereon.

Dated this 15 day of May, 1997

Gordon Erlandson & Adelle Erlandson
Gordon Erlandson Adelle Erlandson

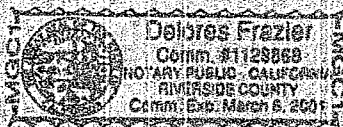
Address: 6357 S.E. Linn
Portland, OR 97202

State of California)
County of Riverside) ss

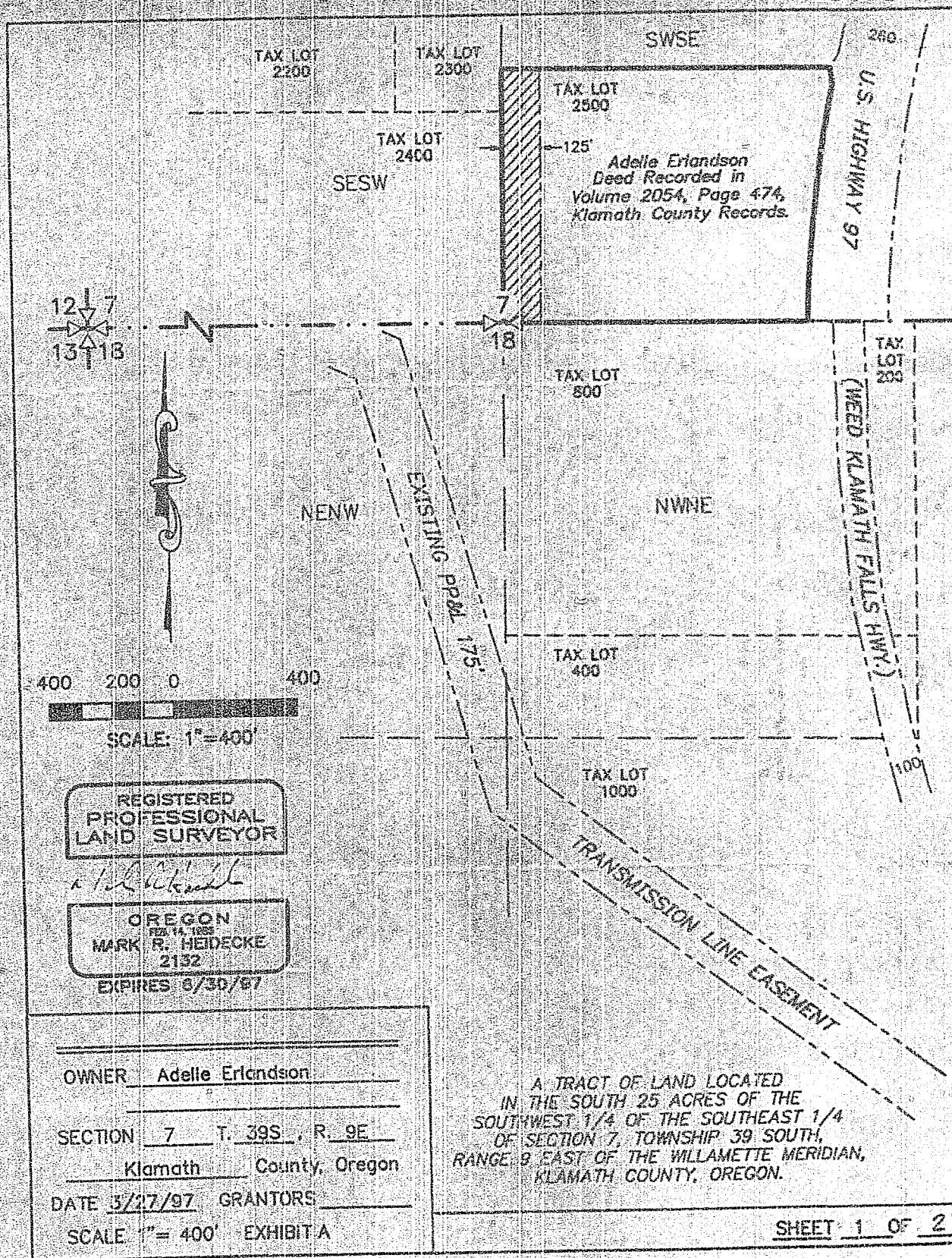
On this day personally appeared before me the above-name Gordon Erlandson and
Adelle Erlandson

and proved to me on the basis of satisfactory evidence to the person(s) whose name(s) subscribed to the within instrument, and acknowledged that They (he/she/they) executed it.

Witness under my hand and official seal this 15th day of May, 1997.



[Signature]
Notary public for State of California
Residing at 75-486 Augusta Indian Wells
My commission Expires: Mar. 6, 2001



GERA

EXHIBIT "A," Sheet 2 of 2

April 2, 1997

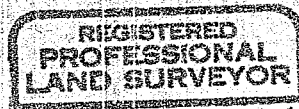
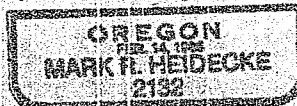
Adelle Erlandson

Klamath County, Oregon

Section 7 in Township 39 South, Range 9 East of the Willamette Meridian

A right-of-way 125 feet wide over and across that portion of the South 25 acres of the southwest quarter of the southeast quarter (SW1/4 SE1/4) of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying westerly of the Westerly line of U.S. Highway 97 (Weed-Klamath Falls Highway). Said right-of-way being the West 125 feet, as measured perpendicularly to the west line thereof, of said South 25 acres.

The above described right-of-way contains 2.340 acres, more or less.

*Mark H. Heidecke**Exp 6/30/97*

Return to:
GRANTEE:
 City of Klamath Falls

OWNER/GRANTOR:
 Gordon and Adelle Erlandson
 44-800 Lakeside Drive
 Indian Wells, CA 92210

EXAMPLE ONLY

EXHIBIT "B"

TRANSMISSION RIGHT OF WAY EASEMENT

For value received, Gordon Erlandson and Adelle Erlandson (Grantor) hereby grants to the City of Klamath Falls, an Oregon municipal corporation, its successors and assigns (Grantee), an easement for a right of way 125 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission lines, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, ~~including guys and anchors outside of the right of way~~, wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets; along the general course now located by Grantor on, over or under the surface of the real property of Grantor in Klamath County, State of Oregon, more particularly described as follows or as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof.

93.E.
 B.D.E.

Said right of way located in Section 7 of Township 33 South, Range 9 East, W.M., Klamath County, Oregon

During the term of the option, Grantee shall be and is hereby designated the agent of Grantor for the purposes of applying for or ratifying any conditional use permit required for the construction and operation of said transmission line.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, or light any fires, or place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for roads, agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted; and Grantee shall reimburse Grantor for any physical damage to Grantor's property or crops caused by Grantee's activities.

The rights and obligations of the parties hereto shall be binding upon and benefit their respective heirs, successors and assigns; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

Executed this _____ day of _____, 1997

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 1997,

by _____

Notary Public for _____

Residing at _____

My Commission Expires _____

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AFTER RECORDING RETURN TO:
City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ City of Klamath Falls _____ the 30th day
of May _____ A.D., 19 97 at 11:21 o'clock A. M., and duly recorded in Vol. M97
of _____ Deeds _____ on Page 16533

FEE \$35.00

By _____ Bernetha G. Leach, County Clerk