

Return to:**GRANTEE**

City of Klamath Falls

500 Klamath Avenue

Klamath Falls, OR 97601

OWNER/GRANTOR

Columbia Plywood Corporation

P.O. Box 1780

Klamath Falls, Oregon 97601

RIGHT OF WAY OPTION EXTENSION

The undersigned, Grantor, for and in consideration of \$2,902.00 hereby grants to the City of Klamath Falls, an Oregon municipal corporation, its successors and assigns, Grantee, until midnight, April 1, 1998, a six-month extension to that exclusive Right of Way Option dated May 1st, 1997, and recorded in Klamath County Records in Volume M97, Pages 16539 through 16544. Said recorded Right of Way Option and this Right of Way Option Extension was (is) executed for the purpose of purchasing, for the total sum of \$29,020.00, including said original option sum and this extension 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 18, 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 extension, 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 extension shall be deemed duly exercised if Grantee shall, within said option extension period or any additional extension thereof, give written notice of Grantee's election to exercise this option extension. 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 extension period or any additional extension thereof for any purpose provided, however, that if Grantee fails to exercise this option extension within said option extension period, then all of

97 SEP 30 P 3:20

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 14th day of August, 19 97.

signature

Mark Slezak - Mah
signature

title

Assistant General Manager
title
Columbia Forest Products

Address: P.O. Box 1780

Klamath Falls, OR 97601

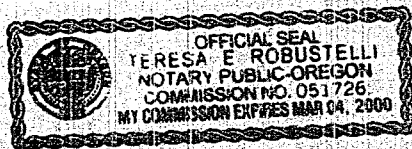
State of Oregon
County of Klamath } ss

On this day personally appeared before me the above-name _____

Mark Slezak

as Assistant General Manager of Columbia Forest Products
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 Mark Slezak (he/she/they) executed it.

Witness under my hand and official seal this 14 day of August, 1997.



Teresa E. Robustelli
Notary public for Oregon
Residing at Klamath
My commission Expires: March 4, 2000

C:\ROW\FORM\KLAMATH CO-GEN COLUMBIA PLYWOOD OPTION EXTENSION.DOC

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

32134

12 7
13 18



400 200 0 400
SCALE: 1"=400'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mark R. Heidecke

OREGON
FEB. 14, 1965
MARK R. HEIDECHE
2132
EXPIRES 6/30/97

NENW

EXISTING P&S 175'

TAX LOT
800

Columbia Plywood
Corporation
Deed Recorded in
Volume M79, Page 29473,
Klamath County Records.

NWNE

TAX LOT
400

TAX LOT
1000

TRANSMISSION LINE EASEMENT

TAX LOT
200

U.S. HIGHWAY 97

(WEED KLAMATH FALLS HWY)

SENE

SWNE

CENTER OF SECTION
18
T. 39S. R. 9E.

OWNER Columbia Plywood Corporation
SECTION 18 T. 39S , R. 9E
Klamath County, Oregon
DATE 3/27/97 GRANTORS _____
SCALE 1"= 400' EXHIBIT A

A TRACT OF LAND LOCATED
IN THE NORTH THIRTY ACRES OF THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4
OF SECTION 18, TOWNSHIP 39 SOUTH,
RANGE 9 EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON.

SHEET 1 OF 2

EXHIBIT "A," Sheet 2 of 2

March 28, 1997

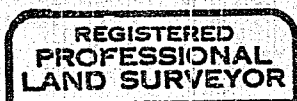
Columbia Plywood Corporation

Klamath County, Oregon

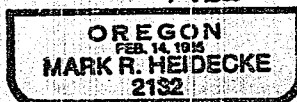
Section 18 in Township 39 South, Range 9 East of the Willamette Meridian

A right-of-way 125 feet wide over and across that portion of the northerly 30 acres of the northwest quarter of the northeast quarter (NW/4 NE/4) of Section 18, 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 northerly 30 acres.

The above described right-of-way contains 2.902 acres, more or less.



Mark R. Heidecke



Return to:
GRANTEE:
City of Klamath Falls

OWNER/GRANTOR:
Columbia Plywood Corporation
P.O. Box 1780
Klamath Falls, Oregon 97601

EXAMPLE
ONLY

EXHIBIT "B"

TRANSMISSION RIGHT OF WAY EASEMENT
Corporate

For value received, Columbia Plywood Corporation, a division of Columbia Forest Products, Inc. (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 Grantee 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:

Said right of way located in Section 18 of Township 39 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

signature

signature

title

title

REPRESENTATIVE ACKNOWLEDGEMENT

State of _____

County of _____

EXAMPLE ONLY

This instrument was acknowledged before me on _____, 1997,

by _____ signatory(ies)

as _____ title(s)

of _____ corporation name

Notary Public for _____

Residing at _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ City of Klamath Falls _____ the 30th day
of September A.D., 19 97 at 3:20 o'clock P. M., and duly recorded in Vol. M97
of _____ deeds on Page 32132

FEE \$35.00

By _____ Bernetha G. Letsch, County Clerk