

OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 23 day of November, 2004 by and between GLEN KIRCHER and BONNIE KIRCHER as tenants in the entirety of Chiloquin, Oregon hereinafter referred to as Party of the First Part and JOE KIRCHER and PAULA KIRCHER of Reno, Nevada hereinafter referred to as the Party of the Second Part.

WHEREAS, the Part of the First Part is the owner of certain real property located in Klamath County, Oregon, more particularly described as follows:

NW ¼ SW ¼ of of Section 3, Township 35 South, Range 7 east of the Willamette Meridian, Klamath County, Oregon.

WHEREAS, the Party of the First Part is interested in selling said property and the Party of the Second Part is interested in purchasing said property.

IT IS HEREINAFTER AGREED:

That the Party of the First Part is giving to the Party of the Second Part an option to purchase the premises to and including the 23 day of November, 2004.

1. Purchase Price. Total purchase price shall be Thirty Thousand and no/100 Dollars (\$30,000.00) (the "Purchase Price") paid at the close of escrow.

Party of the Second Part shall pay to Party of the First Part the sum of Five Thousand and no/100 Dollars (\$5,000.00) upon execution of this agreement. Said \$5,000.00 shall be credited toward the Purchase Price in the event that Party of the Second Part exercises its option to purchase.

3. Exercise the Option. At any time before the 23 day of November, 2004, Party of the Second Part shall have the right to exercise their option upon thirty (30) days written notice at which time Party of the First Part shall deposit into escrow the Grant Bargain and Sale Deed to the Property subject to this Option Agreement.

Failure to exercise the option to purchase by the 23 day of November, 2014 shall terminate this Option Agreement and all monies paid to Party of the First Part shall belong to Party of the First Part.

4. Access for Roadways and Utilities. It is acknowledged by the Parties to this Agreement that the subject property is landlocked and does not have reasonable access. Part of the First Part own the surrounding property that is subject to this Option Agreement and the Parties herein agree to provide Party of the Second Part with an ingress and egress easement and an easement for utilities to be located between the Parties in any event the access agreement will include the existing private bridge crossing

State of Oregon, County of Klamath
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the Sprague River. After access easement has been derived by the Parties, the Parties will record said ingress and egress easement with both the Party of the First Part and Party of the Second Part sharing the maintenance of said easement.

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OK It is further agreed that Party of the Second Part shall not exceed the ~~fifteen (15)~~ ton weight limit across the existing bridge.
Twenty Five (25)

The ingress and egress easements shall be determined prior to the close of escrow by the Parties.

5. Right of First Refusal. It is acknowledged by the Party of the First Part and Party of the Second Part that the property being subject to this Option Agreement is surrounded by Party of the First Part's property that in the event that Party of the Second Part desires to sell their property. Second Party shall give First Party thirty (30) days to meet the terms and conditions of any valid offer that they have received for the sale of the subject property. Party of the Second Part agrees to give Party of the First Part or its successors in interest a right of first refusal to acquire this property either before or after exercise of the Option.

6. Attorneys Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and any other professional fees resulting therefrom.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

"Party of the First Part"

Glen Kircher
GLEN KIRCHER

Bonnie M. Kircher
BONNIE KIRCHER

"Party of the Second Part"

Joe Kircher
JOE KIRCHER

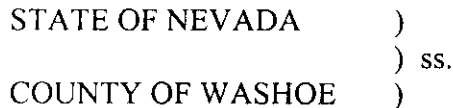
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Paula Kircher

PAULA KIRCHER

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

Karin A. Zalas
Notary Public



Ann C. May
Notary Public

