

STATE OF OREGON
County of Klamath
I, James H. Otterson, Notary Public for the County of Klamath, State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.



James H. Otterson
Notary Public for the County of Klamath, State of Oregon.
My Commission Expires May 15, 1948.

The California Oregon Power Company

GRANT OF RIGHT OF WAY

32169

AMENDMENT TO LEASE, AND LEASE

THIS AGREEMENT, made and entered into this 4 day of August, 1947, by and between RICHFIELD OIL CORPORATION, hereinafter referred to as "First Party," and H. H. FRANKLIN and FRANCES E. FRANKLIN, hereinafter referred to as "Second Parties,"

WITNESSETH:

THAT, WHEREAS, H. H. Franklin and Frances E. Franklin, as Lessor, leased to Richfield Oil Corporation, as Lessee, certain real estate situated in the City of Klamath Falls, County of Klamath, State of Oregon, particularly described as follows:

by the terms of a lease entitled "Lease," hereinafter referred to as "said lease," made and entered into the 15th day of April, 1947, for the term of 10 years, upon the terms and conditions set forth in said lease, reference to which said lease is hereby made for further particulars; and

WHEREAS, a memorandum of said lease entitled "Memorandum of Lease," hereinafter referred to as "said memorandum of lease," was recorded in Volume 207 of Deeds, page 49, in the office of the County Clerk of Klamath County, Oregon; and

WHEREAS, Frances E. Franklin is sometimes, through inadvertence, erroneously referred to in said lease and in said memorandum of lease as "Francis E. Franklin"; and

WHEREAS, the parties hereto have determined that through inadvertence the description of the real estate intended to be leased by said lease and by said memorandum

of lease was erroneously described; and

WHEREAS, the parties hereto desire to amend said lease and said memorandum of lease, and each of them, so that the real estate intended to be leased thereby is correctly described, and so that the interest of First Party, if any, created by said lease and said memorandum of lease in and to the real estate originally described in said lease and said memorandum of lease is released and quitclaimed; and so that the real estate next herein after described shall be leased upon the same terms, covenants, conditions and provisions as set forth in said lease and said memorandum of lease, and so that said lease and said memorandum of lease are amended in other respects.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements of the parties, and other good and valuable considerations, receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

That the description of the real estate leased by said lease and said memorandum of lease, hereinabove set forth, is hereby stricken and eliminated from said