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AGREEMENT

65-267-774
THIS AGREEMENT, made this 24th day of February, 1966, by and between LEO J. BRENNAN, JR. and MARGARET A. BRENNAN, husband and wife, and EDWARD B. BRENNAN, a single man, hereinafter referred to as "Owners", and PACIFIC POWER & LIGHT COMPANY, a corporation, hereinafter referred to as "Pacific".

W I T N E S S E T H:

WHEREAS by agreement dated March 13, 1965, Owners granted to Pacific the right and option to purchase the real property therein described, which option has heretofore been exercised by Pacific; and

WHEREAS Owners and Pacific desire to amend and supplement said Agreement;

NOW THEREFORE, in consideration of the premises and the mutual benefits to the respective parties, Owners and Pacific hereby agree as follows:

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1. Owners agree to sell to Pacific and Pacific agrees to buy from Owners the following described real property situated in Klamath County, State of Oregon, to wit:

Parcel 1:

The north 550 feet of the west half of the southeast quarter of Section 36, Township 39 South, Range 7 East, W.M., subject to easements, restrictions and encumbrances of record.

Parcel 2:

A strip of land for road purposes 60 feet in width lying 30 feet on each side of the following described center line:

Commencing at a point on the northerly right of way line of Oregon State Highway #66 at Station 1807+71; thence north 29° 28' 52" west, 800 feet; thence north 12° 43' 22" west, 498 feet to a point which is thirty feet east and ten feet north of the south quarter corner of Section 36, Township 39 South, Range 7 East, W.M.; thence northerly along a line which is parallel to and thirty feet easterly of the west line of the southeast quarter of said Section 36, a distance of 1700 feet; thence north 40° 48' 41" west 50 feet, more or less, to a point on said west line of the southeast quarter.

2. Pacific, by separate instrument, will grant to Owners a right of way for an irrigation pipeline and irrigation pump over that part of said Parcel 1 which lies above elevation 4090, United States Reclamation Service Datum, at a location approved by Pacific.

3. Owners agree that, promptly upon execution of this agreement, they will deliver to Oregon Title Insurance Company, as Escrow Agent, a fully executed bargain and sale deed with requisite documentary stamps affixed thereto, conveying to Pacific the above described real property and right of way subject only to the exceptions herein above set forth.

4. Owners are the Vendees of said real property pursuant to the following agreements between Owners and Helen H. Coley:

- (a) Parcel No. 1 - Agreement dated August 23, 1962, recorded in Volume 339, page 654, Deed Records of said County. (Escrow holder is Dorris Branch of United Bank of California, Dorris, California.)

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- (b) Parcel No. 2 - Agreement dated May 29, 1961, recorded in Volume 330, page 93, Deed Records of said County (Escrow holder is Klamath Falls Branch of U. S. National Bank of Oregon, Klamath Falls, Oregon.)

Owners further agree that they will complete payment to said Helen H. Coley of the full balance plus interest due under each said agreement and for that purpose will promptly deliver to Escrow Agent hereunder (Oregon Title Insurance Company) such funds which, together with the payment (\$11,140.00) to be deposited by Pacific with said Escrow Agent hereunder pursuant to paragraph B4 hereof, will be sufficient to so complete payment under each said agreement. Owners at such time will notify Escrow Agent as to the proportion of said funds to be paid by Escrow Agent to the respective escrow holders of each said agreement.

5. Owners agree that the rights of entry upon and use of the above described Parcel 1, granted by Owners to Pacific pursuant to said Agreement dated March 13, 1965, shall continue in effect and such grant of said rights to Pacific is hereby confirmed; Owners hereby further grant to Pacific the same rights of entry and use of the above described Parcel 2, subject to the same conditions as expressed in said Agreement dated March 13, 1965.

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1. Subject to the approval of Pacific's Board of Directors and to obtaining a release from the lien of Pacific's Mortgage and Deed of Trust, Pacific hereby agrees to sell to Owners and Owners agree to buy from Pacific the following described real property situated in Klamath County, State of Oregon, to wit:

A parcel of land situated in the southeast quarter of Section 36, Township 39 South, Range 7 East, Willamette Meridian, and more particularly described as follows:

Beginning at the southwest corner of Lot 8; thence south 89° 36' 47" east along the south line of Lot 8 a distance of 335.20 feet, more or less, to the east line of the hereinafter described roadway; thence south 0° 23' 13" west along said east line a distance of 30.00 feet; thence south 89° 36' 47" east a distance of 255.00 feet; thence north 18° 05' 47" west a distance of 478.25 feet; thence north 48° 41' 17" west a distance of 539.23 feet, more or less, to a point on the west line of Lot 8, said point being south 0° 17' 12" west, 550.00 feet from the northwest corner of Lot 8; thence south 0° 17' 12" west along the west line of Lot 8 a distance of 809.15 feet, more or less, to the point of beginning.

SUBJECT to the rights of Klamath County, State of Oregon, for a certain roadway granted by that certain instrument dated November 3, 1933 and recorded at Volume 101, page 596, Deed Records of said County.

2. Pacific agrees to submit such transaction to its Board of Directors at the next regular meeting of said Board and request such approval and authorization to make application for such release.

3. Promptly upon receipt of such release, Pacific will deliver to said Oregon Title Insurance Company as Escrow Agent a fully executed Bargain and Sale Deed with requisite documentary stamps affixed thereto, conveying said real property to Owners, subject only to encumbrances of record, together with an appropriate instrument releasing said property from the lien of Pacific's said Mortgage and Deed of Trust.

4. Pacific has heretofore paid to Owners the sum of \$860.00, receipt of which is hereby acknowledged by Owners. Promptly upon execution of this agreement Pacific agrees to deposit with said Escrow Agent its check in the amount of \$11,140.00.

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Owners and Pacific agree that Escrow Agent hereunder is hereby authorized:

1. To receive the instruments and payments from Owners and from Pacific respectively, as hereinabove provided,

2. To deposit the funds delivered by Owners pursuant to paragraph A4 hereof, together with the funds deposited by Pacific pursuant to paragraph B4 hereof, with the respective escrow holders named in A4 hereof in the particular amounts which Owners shall advise Escrow Agent are required to complete the payments under each said agreement; to accept delivery of a Warranty Deed from each said escrow holder as provided in each said agreement and upon receipt of the deed and release from Pacific pursuant to paragraph B3 hereof, to duly record said deeds and said release in the records of Klamath County, and

3. Upon delivery to Escrow Agent by Pacific of the deed and release under paragraph B3 hereof, to deliver the same to Owners, together with its standard form of Owner's Title Insurance Policy in the amount of \$3,500.00 insuring marketable title in Owners to the real property described therein, at Pacific's expense; and concurrently therewith to deliver to Pacific the deed described in paragraph A3 hereof, together with its standard form of Owner's Title Insurance Policy in the amount of \$12,000.00, insuring marketable title in Pacific to the real property therein described, at Owners' expense.

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Owners and Pacific agree that performance by the parties of their respective obligation hereunder shall discharge Owners and Pacific of any and all obligations under and by virtue of said Agreement dated March 13, 1965.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first hereinabove set forth.

Leo J. Brennan, Jr.
Leo J. Brennan, Jr.

Margaret A. Brennan
Margaret A. Brennan

Edward B. Brennan
Edward B. Brennan

PACIFIC POWER & LIGHT COMPANY

By E. J. Puccio
Vice President

Attest: M. E. Thompson
Assistant Secretary

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STATE OF OREGON)
County of Multnomah) ss.

On this 24TH day of FEBRUARY, 1966, before me appeared E. Robert de Luccia, to me personally known, who, being by me duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 24TH day of FEBRUARY, 1966.

E. J. Parker
Notary Public for Oregon
My commission expires: MARCH 11, 1969

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Oregon Title Co.
this 9th day of March, 1966, at 3:40 o'clock P.M., and
duly recorded in Vol. 14-66, of Deeds, of Page 1928
DOUGLAS ROGERS, County Clerk

Fee 6⁰⁰ pd.

By Cassidy General, Rep

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Return: Oregon Title Insurance Co.