

The undersigned, Grantor, for and in consideration of \$ 689.65, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight, September 15, 1976, the exclusive option to purchase for the total sum of \$ 6,896.50, including said sum paid herewith, an easement for a right-of-way 175 feet in width for an electric transmission line of one or more wires and all necessary or desirable appurtenances, including towers, poles, props, guys and other supports, upon, over and across those certain premises situated in Township 40 S., Range 9 E., Section 32, 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.

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 17 day of October, 1975.

Abe L. Boehm

Florence Boehm

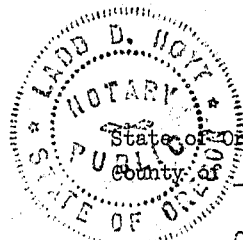
GRANTOR

GRANTOR

When Recorded Return To
PACIFIC POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
Public Service Bldg., Portland, OR 97204
ATTN: Ladd D. Hoyt

Address: P. O. Box 89

Midland, Oregon 97634



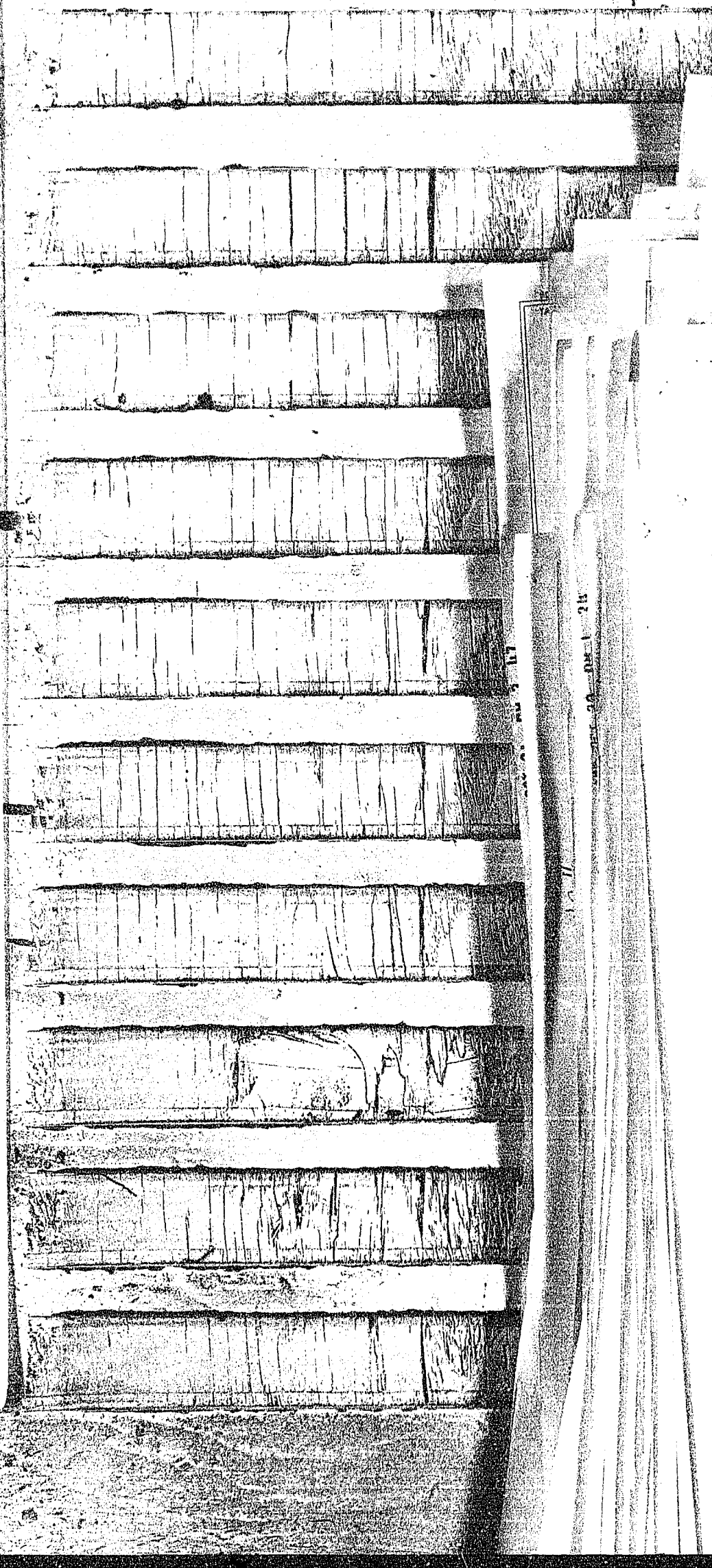
State of Oregon
County of Klamath } ss

On this day personally appeared before me the above named ABE L. BOEHM and Florence Boehm, known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that they (he, she or they) freely executed the same as his (his, her or their) voluntary act and deed. their

Given under my hand and official seal this 17 day of October, 1975.

Ladd D. Hoyt
Notary Public for Oregon
Residing at Beaverton, Oregon
My Commission expires: January 11, 1976

7-3-74 (Oregon)



RIGHT-OF-WAY EASEMENT

The undersigned, Grantor, in consideration of \$ 6,896.50 and other valuable consideration, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, an easement for a right-of-way 175 feet in width for an electric transmission line of one or more wires and all necessary or desirable appurtenances, including towers, poles, props, guys and other supports, along the general course now located by Grantee over the following described real property located in Klamath County, State of Oregon, to wit:

as more particularly described on attached Exhibit(s) A & B by this reference made a part hereof.

The within grant shall include: the right to install and maintain guys and anchors outside said right-of-way; the right to clear said right-of-way and keep the same clear of brush, trees, timber and structures; the present and future right to clear and cut away all trees outside of said right-of-way which might endanger said transmission line; the right to construct, reconstruct, operate, maintain, replace, enlarge, repair and remove any of said facilities, and the right of ingress and egress over adjacent lands of Grantor for all said purposes.

Grantee shall pay to Grantor reasonable compensation for any damage caused by Grantee to any property or crops on the above described real property arising out of the use thereof by Grantee.

At no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said right-of-way, nor shall any equipment or material of any kind that exceeds 40 feet in height be placed or used thereon by Grantor or by Grantor's heirs, successors or assigns.

Subject to the foregoing limitations, said right-of-way may be used by Grantor for roads, agricultural crops and other purposes not inconsistent with said easement.

All such rights hereunder shall cease if and when such line shall have been abandoned and removed.

Executed this _____ day of _____, 19 75.

GRANTOR

GRANTOR

State of Oregon)
County of _____) ss

On this day personally appeared before me the above named _____ and _____ known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that _____ (he, she or they) freely executed the same as _____ (his, her or their) voluntary act and deed.

Given under my hand and official seal this _____ day of _____, 19____.

Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT B

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EXHIBIT B.

In the event that any terms and conditions of this Exhibit shall be at variance or in conflict with the terms and provisions of the Easement of which it is a part, then the terms and conditions of this Exhibit shall prevail.

(1) Grantee shall have no right to install and maintain guy and anchor lines. (Free-standing towers.)

(2) Grantee agrees to construct, reconstruct, operate, maintain, replace and enlarge the transmission lines so that a minimum clearance of 50 feet in conductor height will exist at all times.

(3) Grantor reserves the right to use the easement for other purposes not inconsistent with the easement, including but not restricted to, growing of agricultural crops, which consist in part of pre-irrigation and flooding, use of agricultural equipment, sprinkler irrigation systems, field burning, use of dragline and similar equipment.

(4) After construction, Grantee further agrees to keep the land area of the easement not subject to the towers, free of any material and debris so it may be utilized for agricultural purposes and other purposes not inconsistent with the easement.

(5) Upon request of Grantor, Grantee agrees to keep the tower area of the easement free and clear of obnoxious weeds.

(6) The Grantee hereby agrees to indemnify and hold harmless the Grantor, its successors and assigns, from any

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loss or damage and from any liability on account of personal injury, death or property damage, or claim for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Grantee's activities under this easement, except liability caused solely by the negligence of the Grantor.

(7) The easement is subject to reservations, restrictions and easements of record and those apparent upon the land, including but not restricted to the rights of Klamath Drainage District, the U.S.B.R. and Geothermal Leases.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of PACIFIC POWER & LIGHT CO.
this 20th day of OCTOBER A. D., 19 75 at 9:50 o'clock A. M., and duly recorded in
Vol. M 75 of DEEDS on Page 13007.

FEE \$15.00

WM. D. MILNE, County Clerk

By Hazel Drague Deputy

EXHIBIT B, Page 2.

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