

13984

RIGHT-OF-WAY OPTION

Vol. 116 Page 7455#80  
7455

The undersigned, Grantor, for and in consideration of \$1840.<sup>00</sup>, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight, April 30, 1977, the exclusive option to purchase for the total sum of \$18,405.<sup>00</sup>, including said sum paid herewith, an easement for a right-of-way 150 & 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 10 South, Range 10 East, Section 25 & 26, 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, and the further covenants as set forth in attached Exhibit "C", 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 30th day of April, 1976.

Michael L. Brant  
Laura L. Brant  
GRANTOR

Louis T. Hill  
Irma F. Hill  
GRANTOR

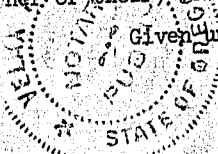
When Recorded Return To  
PACIFIC POWER & LIGHT COMPANY  
RIGHT OF WAY DEPARTMENT  
Public Service Bldg., Portland, OR 97204  
ATTN: Ladd Hoyt

Address: RT 1 Box 657  
Klamath Falls, Oreg. 97601

State of Oregon }  
County of Klamath } ss

On this day personally appeared before me the above named Michael L. Brant and Laura L. Brant and Louis T. Hill and Irma F. Hill, 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 their (his, her or their) voluntary act and deed.

Given under my hand and official seal this 30th day of April, 1976.

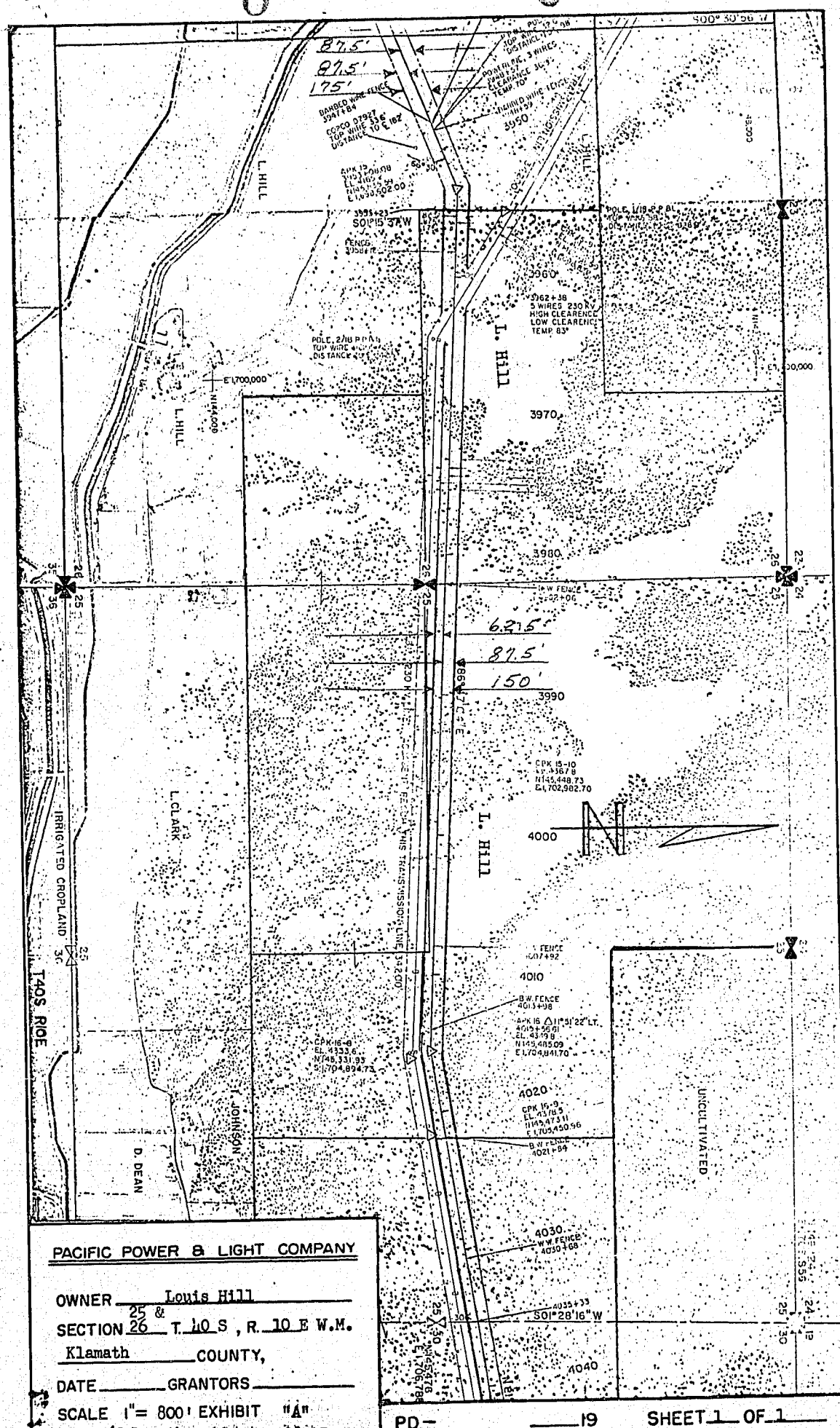


7-3-74 (Oregon)

Edmond J. Jarama  
Notary Public for Oregon  
Residing at Klamath Falls, OR  
My Commission expires: 1-9-77

75 MAY 19 PM 2 36







RIGHT-OF-WAY EASEMENT

7457

The undersigned, Grantor, in consideration of \$ \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ County, State of Oregon, to wit:

as more particularly described on attached Exhibit(s) \_\_\_\_\_ 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 \_\_\_\_\_ 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\_\_\_\_.

\_\_\_\_\_  
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

7-3-74 (Oregon)

7458

## ADDENDUM TO RIGHT-OF-WAY OPTION

Grantee shall construct at Grantee's expense an all-weather service road twenty-four (24) feet wide, which road shall be suitable to serve heavy farm equipment including, but not limited to, swathers and combines, in the West one-half of the West one-half, Section 25, Township 40 South, Range 10 East of the Willamette Meridian, County of Klamath, State of Oregon. Grantee shall not be required to construct said road in excess of one-half mile in length nor north of the northernmost boundary of the right-of-way as described in Exhibit "A" attached hereto and by this reference made a part hereof. Grantor shall be responsible for determining the route over which said road shall be constructed. Grantee shall use as road base material a material at least equal in quality to that material available from Stukel Rock & Paving, Inc., and generally recommended for similar all-weather roads. Grantees shall be permitted to use said road for ingress and egress for transmission line construction and maintenance for so long as the easement shall exist.

Grantee shall install a Powder River gate across said road at a point which shall be determined by Grantor, and Grantee shall install an additional Powder River gate at one additional point which shall also be determined by Grantor.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 19th day of May A.D., 1976 at 2:36 o'clock P. M., and duly recorded in Vol. M 76, of DEEDS on Page 7455.

FEE \$ 21.00

WM. D. MILNE, County Clerk  
By Hazel Inagaki Deputy

EXHIBIT "C"