

19097

RIGHT-OF-WAY OPTION

14569

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The undersigned, Grantor, for and in consideration of \$ 1,301.00, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight, November 7, 1977, the exclusive option to purchase for the total sum of \$ 13,010.00, 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 8 E., Section 31, 32, 33 & 34, 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 16 day of Sept., 1976

Hattie H. Gay
Hattie H. Gay

Lydia E. Gentry
Lydia E. Gentry GRANTOR

GRANTOR

NOTE: 1. Right-of-way to be cleared, only trees that will conflict with the transmission line will be removed. No additional trees to be cut.

2. All merchantable timber cut, is to be in merchantable log lengths and stacked at owners location.

State of Oregon
County of Klamath

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Address: 913 Rose Street

Klamath Falls, Oregon 97601

When Recorded Return to: 882-6819

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

On this day personally appeared before me the above named Hattie H. Gay and Lydia E. Gentry, 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 16 day of Sept., 1976.

Ladd D. Hoyt
Notary Public for Oregon
Residing at Beaverton

My Commission expires: January 11, 1980

7-3-74 (Oregon)

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