

31577

RIGHT-OF-WAY OPTION

Vol.

17

Page

11649

The undersigned, Grantor, for and in consideration of \$ 600.00, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight, May 16, 1978, the exclusive option to purchase for the total sum of \$ 6,500.50, 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 31, 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 "C"

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 May, 1977.

C. H. Olson

GRANTOR

Clyde M. Horsley

GRANTOR

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BLDG., PORTLAND, OR 97204

Address: See Exhibit A

ATTN: Ed H. Hoyt

State of Oregon }
County of Klamath. } ss

On this day personally appeared before me the above named O. H. OSBORN and CLYDE M. HORSLEY 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 May, 1977.

George H. Grant
Notary Public for Oregon.
Residing at Klamath Falls, Oregon
My Commission expires: 9/17/78.

ACKNOWLEDGMENTS

STATE OF OREGON)
County of Klamath.) ss.

On this 16 day of May, 1977, personally appeared before me,
a notary public in and for said State, the within named _____
to me known to be the identical person described therein and
who executed the same freely and voluntarily for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year above written.

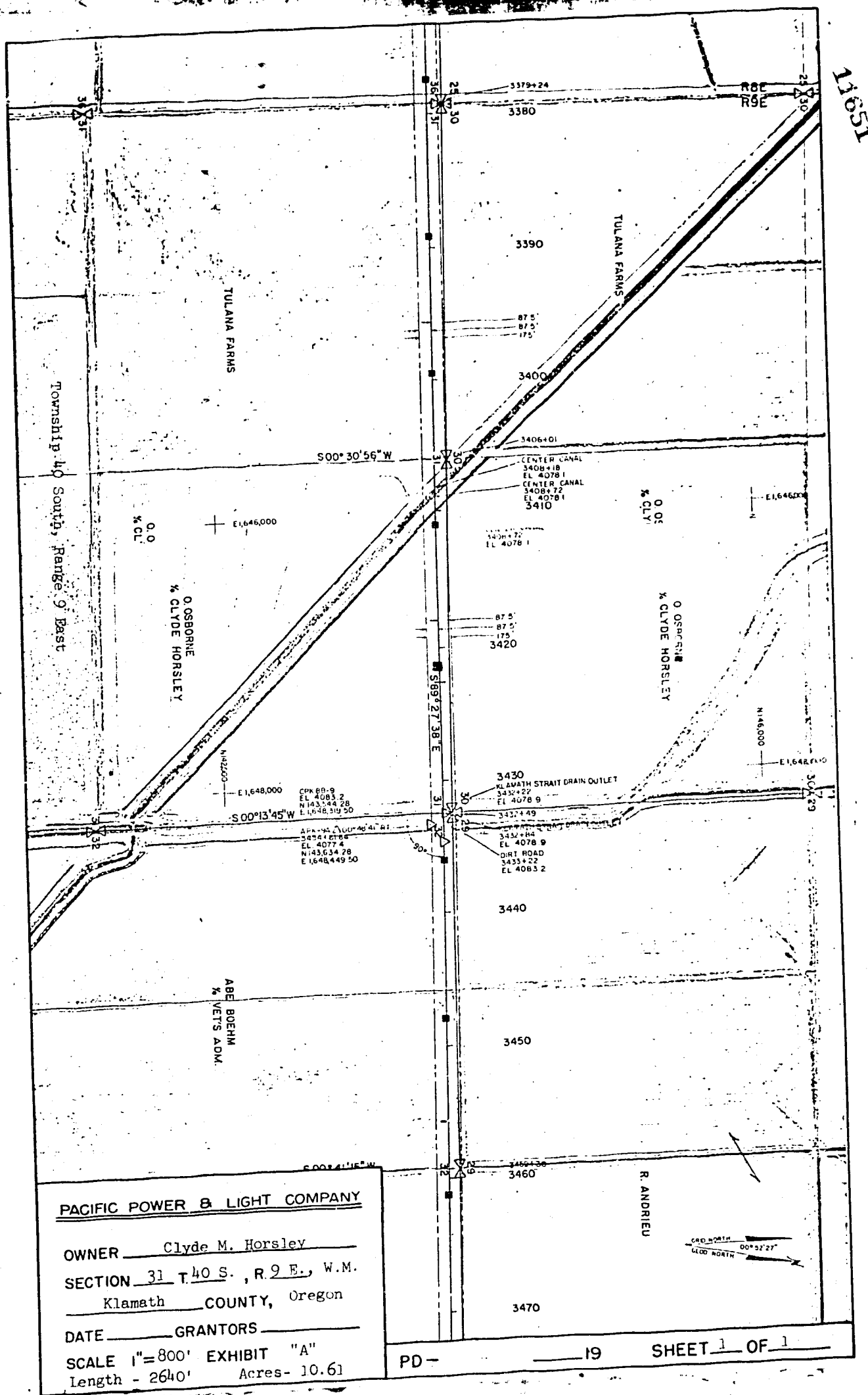
Notary Public for OREGON
My commission expires 1/25/80

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 1977, personally appeared before me,
a notary public in and for said State, the within named _____
to me known to be the identical person described therein
and who executed the same freely and voluntarily for the uses and purposes therein
mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year above written.

Notary Public for _____
My commission expires _____



RIGHT-OF-WAY EASEMENT

11652

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____.

EXHIBIT B

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

EXHIBIT C.

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. Grantor agrees to hold the Grantee free from liability created or resulting solely from his use of the easement.

(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 at the conclusion of construction to treat the tower areas for the control of obnoxious weeds.

(6) The Grantee hereby agrees to indemnify and hold harmless the Grantor, his successors and assigns, from any 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, it being the further understanding and agreement of the parties that Grantor shall indemnify Grantee for any such loss, damage or 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.

(8) It is understood and agreed that Grantee shall pay to Grantor an additional damage payment of \$14,200.00 conditioned upon the following events:

1. That Grantee exercises this Option.

2. That Grantor contracts within two years of said exercise of this Option for the purchase of sprinkler irrigation system of sufficient capacity to cover 120 acres of land burdened by this proposed easement. Contracting for or purchase of said irrigation system may be anytime prior or two years after said exercise of this Option to fulfill this second condition.

It is understood and agreed that sufficient notice to Grantee of the contracting for or purchase of said sprinkler irrigation system shall be by letter or letters delivered to Grantee, executed by the seller or sellers of sprinkler irrigation systems, stating that the Grantor has purchased or contracted to purchase sprinkler irrigation pipe which in the aggregate is sufficient to cover 120 acres.

It is further understood and agreed that said additional sum shall be paid as further consideration for the grant of right of way easement and that said additional sum is in the nature of damage payment for increased costs for irrigation of the property retained by Grantor in the event Grantee exercises this Option.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 1st day of July A. D. 19 77 at 9:30 o'clock A.M. and

duly recorded in Vol. E 77, of Deeds on Page 11654

Wm D. MILNE, County Clerk

By [Signature]

Fee \$18.00