

RIGHT-OF-WAY OPTION
(Corporate)

Vol. 78 Page 24491

57611S

The undersigned, Grantor, for and in consideration of \$ 1,913.18, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight, September 3, 1980, the exclusive option to purchase for the total sum of \$ 12,754.50, including said sum paid herewith, an easement for a right-of-way 145 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 33 & 34 S., Range 13 E., Section 2, 35, 26, 23, 24 & 13, 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 4th day of SEPTEMBER, 1978.

KLAMATH SYCAN RIVER ESTATES, A PARTNERSHIP

BY: Recreational Land Company

An Oregon Corporation
Partner

By Richard P. Carlsberg
(SEAL) RICHARD P. CARLSBERG, President

BY: National Forest Land Development Company

An Oregon Corporation
Partner

By Bernard S. Selwyn
BERNARD S. SELWYN, President

Attest: [Signature]
Secretary

Address: 8730 Wilshire Blvd., #500
Beverly Hills, Calif. 90211

TO 446 C
(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles

SS.

On October 24, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD S. SELWYN known to me to be the President, and _____ known to me to be the _____

Secretary of NATIONAL FOREST LAND DEVELOPMENT COMPANY the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of

KLAMATH SYCAN RIVER ESTATES, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Mary Ann Valentine

MARY ANN VALENTINE

Name (Typed or Printed)



(This area for official notarial seal)

orn, stated
the seal
signed and
rectors.

7-3-74 (Ore.&Ida.)

Return to
P.P. & L.
920 SW 6th Ave.
Portland, Or. 97204

2700

RECAPS

24493

TO 446 C

(Corporation as a Partner of a Partnership)

TI

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On October 12, 1978

said State, personally appeared Richard D. Carlsberg before me, the undersigned, a Notary Public in and for

President, and known to me to be the

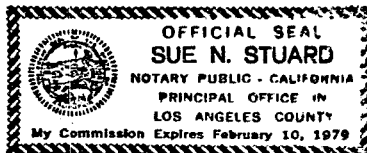
Secretary of RECREATIONAL LAND COMPANY

the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of KLAMATH SYCAN RIVER ESTATES, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

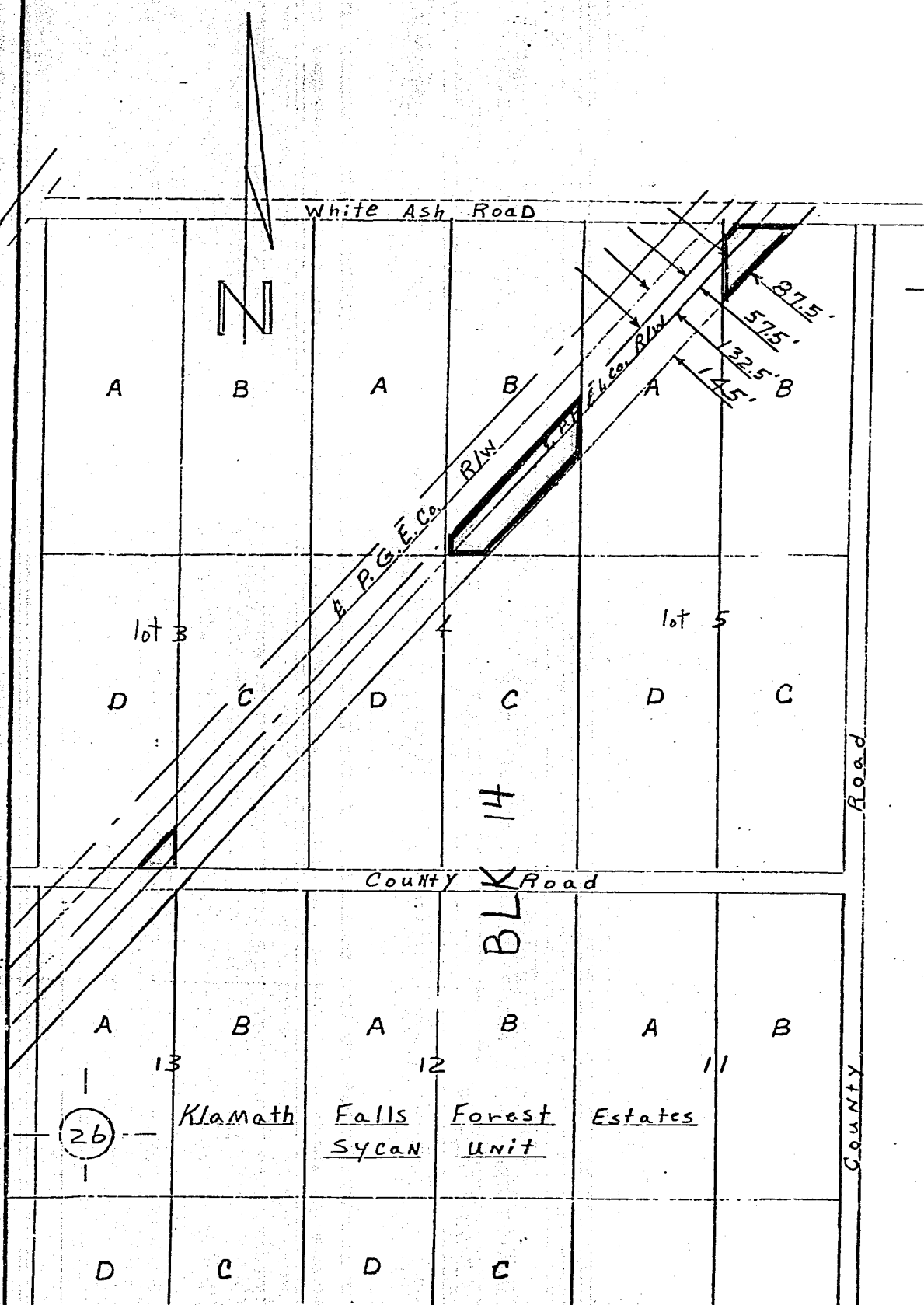
Signature

Name (Typed or Printed)



(This area for official notarial seal)

SHEET 1 OF 6



23 24
26 25

PACIFIC POWER & LIGHT CO.

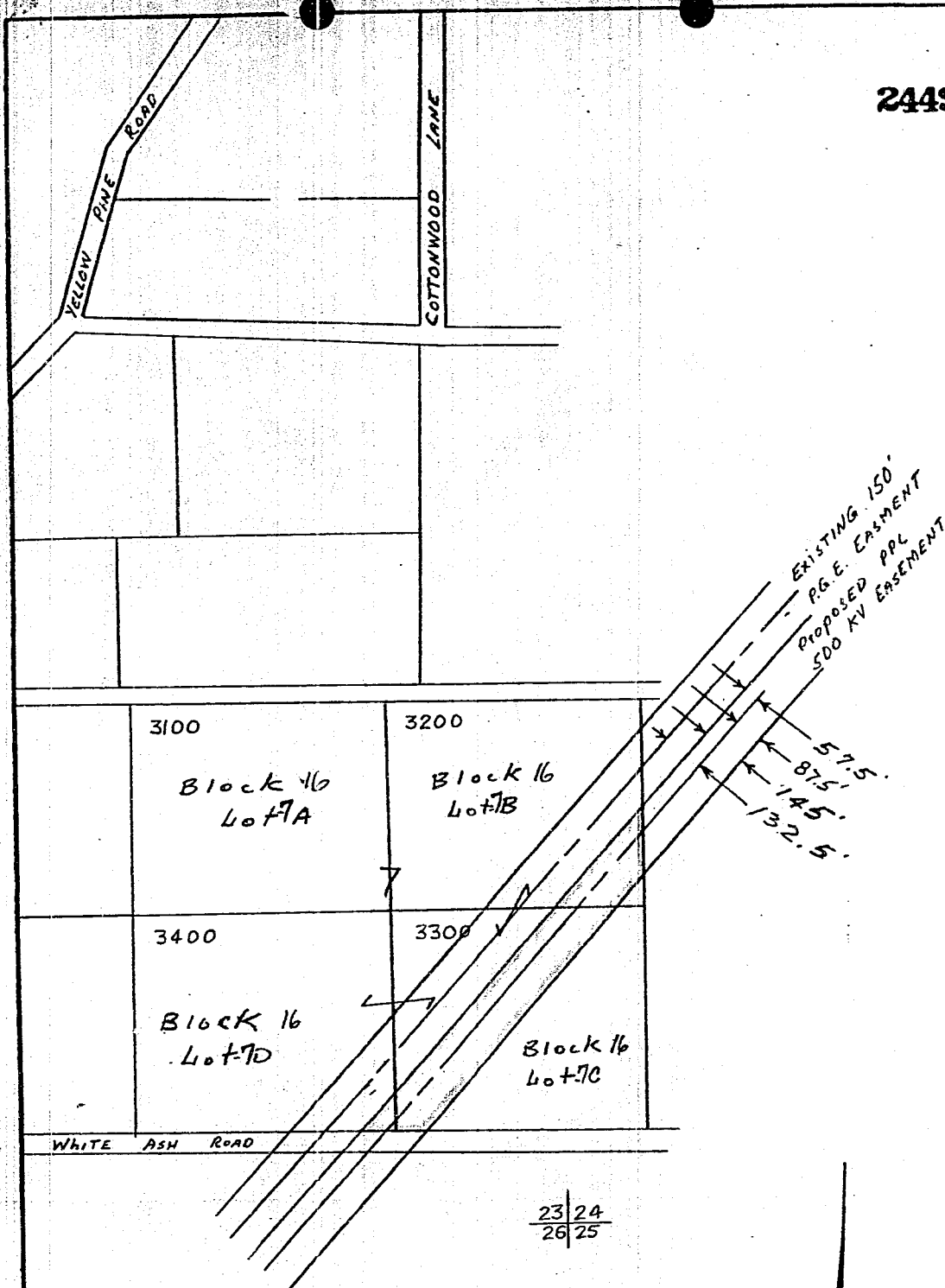
National Forest Land Development Co.
OWNER Recreational Land Co.

SECTION 26 T. 33 S, R. 13 E. WM
Klamath COUNTY, Oregon

DATE _____ GRANTORS _____

SCALE 1"= 400' EXHIBIT "A"

24495



Klamath Falls Forest Estates
Sycan Unit



PACIFIC POWER & LIGHT CO.

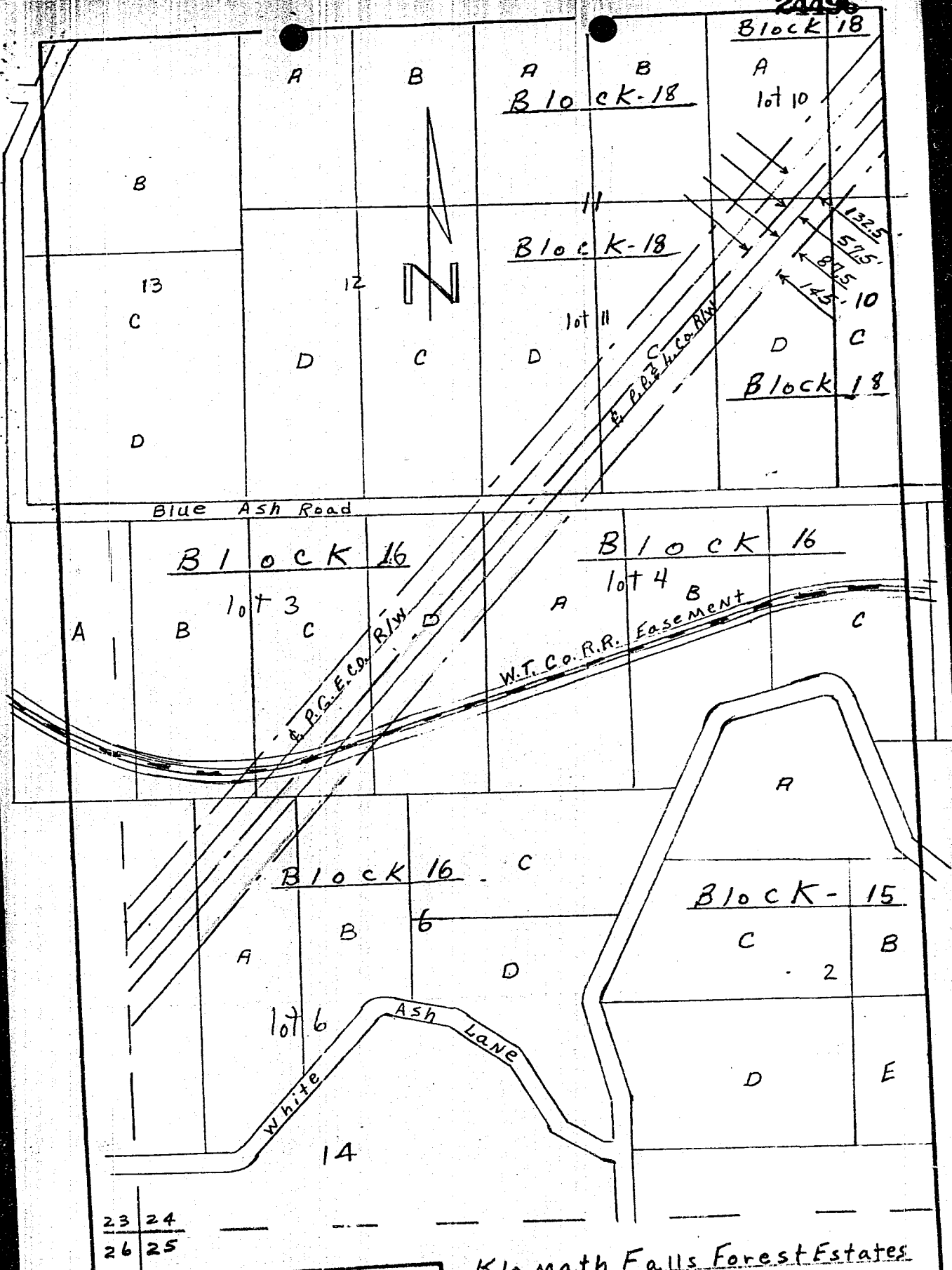
National Forest Land Development Co
Recreational Land Co.

SECTION 23, 24 T. 33 S., R. 13 E., WM
: Klamath COUNTY, Oregon

DATE _____ GRANTORS _____

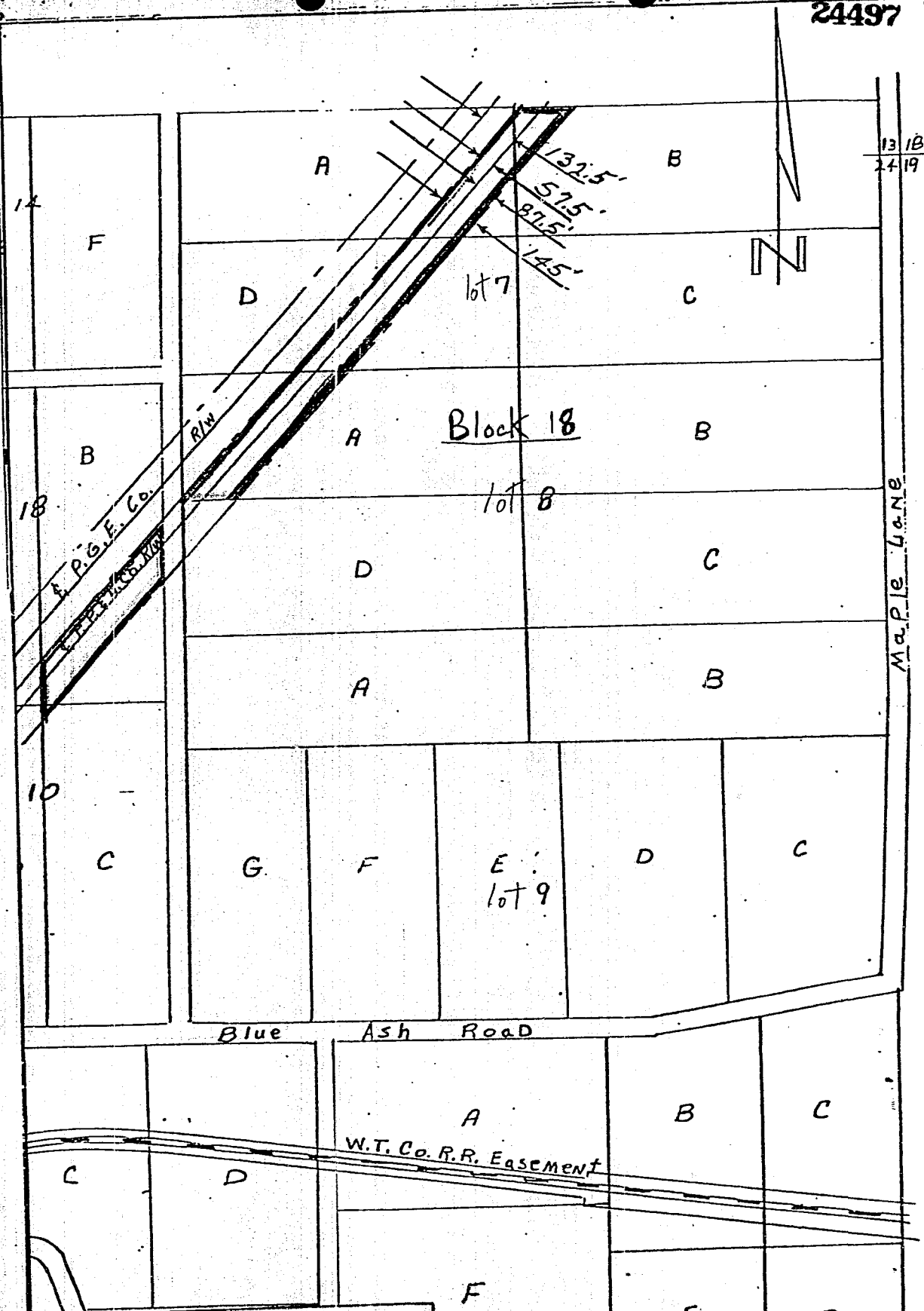
SCALE: 1" = 400' EXHIBIT "A"

24496



PACIFIC POWER & LIGHT CO.
 National Forest Land Development Co
 Recreational Land Co.
 SECTION 24 T33 S. R. 13 E., WM
 Klamath COUNTY, Oregon
 DATE _____ GRANTORS _____
 SCALE 1" = 400' EXHIBIT "A"

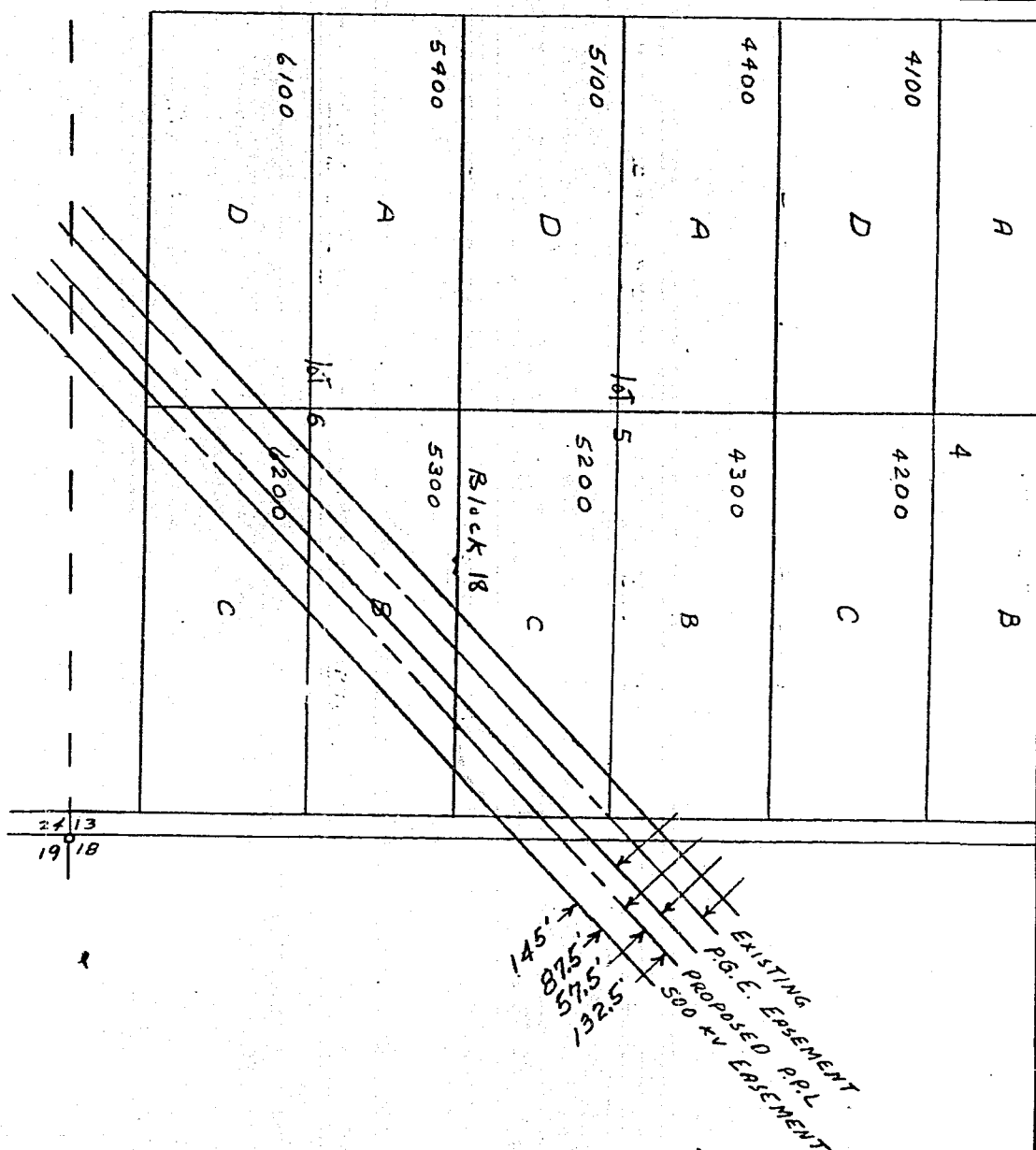
Klamath Falls Forest Estates
Sycan Unit



PACIFIC POWER & LIGHT COMPANY
National Forest Land Development Co.
OWNER Recreational Land Co.
SECTION 13.24 T.33 S, R. 13 E, WM
Klamath COUNTY, Oregon
DATE _____ GRANTORS _____
SCALE 1"=400' EXHIBIT "A"

G
Klamath Falls Forest Estates
Sycan Unit

KLAMATH FALLS FOREST ESTATES
SYCAN UNIT



**National Forest Land Development Co
Recreational Land Company**

Klamath COUNTY, Oregon

DATE _____ GRANTORS.

SCALE 1"=400' EXHIBIT "A"

6 of 6

RIGHT-OF-WAY EASEMENT
(Corporate)

24499

The undersigned, Grantor, in consideration of \$ 12,754.50 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 145 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) _____
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. Fences are permitted and are not included in definition of "structures".

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 20 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. Appropriate documents shall be recorded removing easement rights granted hereunder from official records, and Grantee hereunder shall remove all of its personal property from said premises.

Executed this _____ day of _____, 19____.

KLAMATH SYCAN RIVER ESTATES, A Partnership

BY: Recreational Land Company, An Oregon Corporation
Partner

By _____

BY: National Forest Land Development Company, An Oregon Corporation
Partner

By _____
Bernard S. Selwyn, President

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Pacific Power & Light
on the 31st day of October, A.D. 1978 at 9:36 clock AM., and
fully recorded in Vol. M78, of Deeds on Page 23391

By Wm D. MILNE, County Clerk
Bernard S. Selwyn

Fee \$27.00

EXHIBIT "B"