

62778

The undersigned, Grantor, for and in consideration of \$ 1195<sup>00</sup>, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight February 16, 1980, the exclusive option to purchase for the total sum of \$ 11,925<sup>00</sup>, including said sum paid herewith, an easement for a right-of-way 175 feet in width for electric transmission and distribution lines of one or more wires and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports, upon, over and across those certain premises situated in Township 40 S., Range 6 E. W.M., Section 1, 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" ~~and "C"~~, 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 crop growing thereon.

Dated this 17 day of February, 1979.

Richard B. Caswell  
Marilyn A. Caswell

Hazel A. Simmon  
Louise F. Caswell  
Warr M. Caswell

State of Oregon )  
County of Klamath ) ss

On this 17 day of February, 1979, personally appeared before me, a notary public in and for said State, the within named \_\_\_\_\_ to me known to be the identical person(s) 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.

Ladd D. Hoyt  
Notary Public for Oregon  
My Commission Expires: January 11, 1980

Return to: Pacific Power & Light Co.  
920 S.W. Sixth Avenue  
Portland, OR 97204  
Attn: Ladd Hoyt

State of Oregon; County of Klamath, ss.

I hereby certify that the within instrument was received and filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ at \_\_\_\_\_ O'clock \_\_\_\_\_ M., and duly recorded in Vol. \_\_\_\_\_, of \_\_\_\_\_ on Page \_\_\_\_\_.

Fee \_\_\_\_\_

WM. D. MILNE, County Clerk

By \_\_\_\_\_, Deputy

RHAUSER CO

T-39-S

T-40-S

2330

2340

2350

2360

ENT

NORTH  
(GLO)NORTH  
(GLO)NORTH  
(GLO)HAZEL A. SIMON  
ET AL2349+49'6" R7W S6 3 WIRE  
2349+77'3" OREGON STATE HWY No 66

P &amp; L CO

R-6-E

R-7-E

PACIFIC POWER & LIGHT CO.Hazel A. Simon, et. al.SECTION 1 T. 40 S. R. 6 E., W.M.Klamath COUNTY, OregonDATE            GRANTORS           

SCALE 1" = None EXHIBIT "A"

C.L. LENGTH - 1320 ACRES - 5.3

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 \_\_\_\_\_, 1978.

State of Oregon )  
County of \_\_\_\_\_ ) ss

On this day personally appeared before me the above named \_\_\_\_\_, 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 \_\_\_\_\_, 1978.

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Return to: Pacific Power & Light Co.  
920 S.W. Sixth Avenue  
Portland, OR 97204  
Attn: *Edith Hunt*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of February A.D., 19 79 at 2:14 o'clock P M., and duly recorded in Vol. M79 of Deeds on Page 3853.

FEE \$9.00

WM. D. MILNE, County Clerk  
By *Bernetha Hirsch* Deputy