

65173

RIGHT-OF-WAY OPTION

Vol. 79 Page 7682 #125

The undersigned, Grantor, for and in consideration of \$ 1,060.00, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, until midnight April 15, 19 80, the exclusive option to purchase for the total sum of \$ 10,600.00, including said sum paid herewith, an easement for a right-of-way 175 feet in width for electric transmission and distribution lines and telegraph wires, towers, poles, props, guys and other supports, upon, over and across those certain premises situated in Township 39 S., Range 8 E., Section 10, 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 crop growing thereon.

Dated this 5 day of April, 19 79.

Note: It is agreed if Mr. Breitenstein's neighbor, Mr. Holliday is paid more per acre, an adjustment will be made to pay him an equal amount.

Paul A. Breitenstein
Paul A. Breitenstein

Address: Rt 3 Box 25
Klamath Falls, Ore. 97601

State of Oregon)
County of Klamath) ss

On this 5th day of April, 19 79, personally appeared before me, a notary public in and for said State, the within named Paul Breitenstein, 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:

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

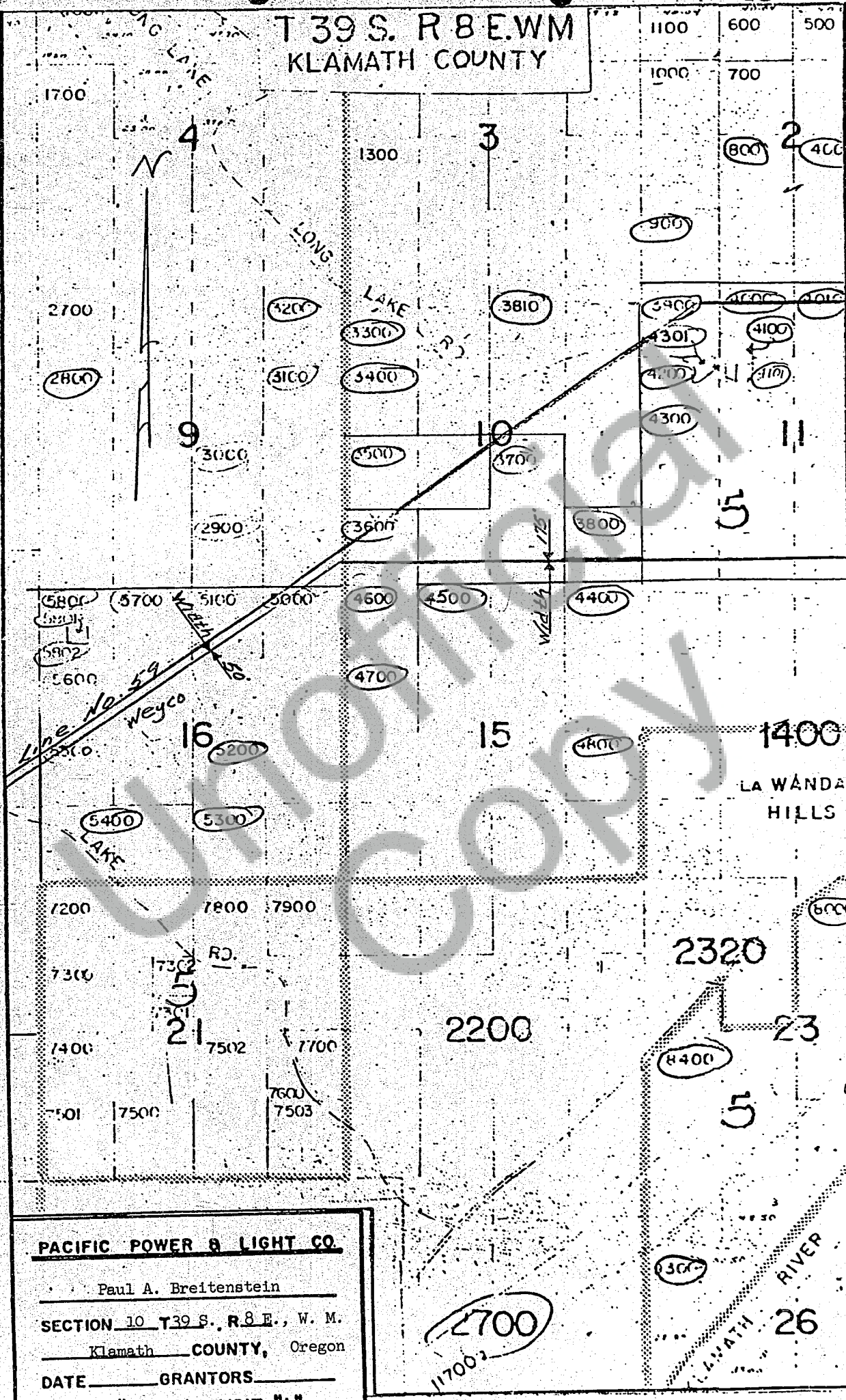
WM. D. MILNE, County Clerk

By , Deputy

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T 39 S. R 8 E. W. M
KLAMATH COUNTY



PACIFIC POWER & LIGHT CO.

Paul A. Breitenstein

SECTION 10 T39 S. R 8 E., W. M.
Klamath COUNTY, Oregon

DATE GRANTORS

SCALE 1" = 1000' EXHIBIT "A"
C.L. LENGTH - 1320' ACRES - 5.3

RIGHT-OF-WAY EASEMENT

7684 #125

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:

State of Oregon; County of Klamath, ss.

I hereby certify that the within instrument was received and filed for record on the 9th day of April A.D., 1979 at 9:53 o'clock A M., and duly recorded in Vol M79, of Deeds on Page 7682.

Fee \$9.00

WM. D. MILNE, County Clerk

By Bernetha Phelps, Deputy

EXHIBIT B