

EASEMENT 11987

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KNOW ALL MEN BY THESE PRESENTS that EDWIN A. REZENDES and ROSA REZENDES, husband and wife, hereinafter called the "GRANTOR" for and in consideration of the fees to be paid hereunder by PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a Washington corporation, hereinafter called the "GRANTEE", does hereby give and grant unto the said GRANTEE, its successors and assigns, an easement over and across GRANTOR'S lands situated in Klamath County, State of Oregon, more particularly described as follows:

Beginning at centerline Station 70+97 which is the intersection of the proposed access road centerline with the section line of Section 25, T36S, R12E, W.M., and Section 30, T36S, R13E, W.M., and which is the westerly boundary line of the Fremont National Forest; thence continuing N30°30'00"W 450.58 feet to Station 75+47.58 which is the P. C. of a 4°40'00" curve to the right with a radius of 350.00 feet; thence along said curve 28.51 feet to P. T. Station 75+76.09; thence N25°50'00"W 265.38 feet to Station 78+41.47 which is the P. C. of a 25°58'00" curve to the left with a radius of 409.26 feet; thence along said curve 185.48 feet to P. T. Station 80+26.95; thence N51°48'00"W 90.63 feet to Station 81+17.58 which is the P. C. of a 11°10'00" curve to the right with a radius of 409.26 feet; thence along said curve 79.76 feet to P. T. Station 81+97.34; thence N40°38'00"W 264.52 feet to Station 84+61.86 which is the P. C. of a 13°14'00" curve to the left with a radius of 409.26 feet; thence along said curve 94.52 feet to P. T. Station 85+56.38; thence N53°52'00"W 79.81 feet to Station 86+36.19 which is the P. C. of a 32°37'00" curve to the right with a radius of 375.00 feet; thence along said curve 213.48 feet to P. T. Station 88+49.67; thence N21°15'00"W 1693.60 feet to Station 105+43.27 which is the P. C. of a 49°30'00" curve to the right with a radius of 175.00 feet; thence along said curve 151.19 feet to P. T. Station 106+94.46; thence N28°15'00"E 511.53 feet to Station 112+05.99 which is the P. C. of a 26°55'00" curve to the left with a radius of 300.00 feet; thence along said curve 140.94 feet to P. T. Station 113+46.93; thence N1°20'00"E 285.63 feet to Station 116+32.56 which is the P. C. of a 36°35'00" curve to the right with a radius of 150.00 feet; thence along said curve 95.77 feet to P. T. Station 117+28.33; thence N37°55'00"E 136.52 feet to Station 118+64.85 which is the P. C. of a 23°40'00" curve to the left with a radius of 200.00 feet; thence along said curve 82.61 feet to P. T. Station 119+47.46; thence N14°15'00"E 326.55 feet to Station 122+74.01 which is the P. C. of a 19°30'00" curve to the left with a radius of 300.00 feet; thence along said curve 102.10 feet to P. T. Station 123+76.11; thence N5°15'00"W 498.03 feet to Station 128+74.14 which is the P. C. of a 24°30'00" curve to the left with a radius of 200.00 feet; thence along said curve 85.52 feet to P. T. Station 129+59.66; thence N29°45'00"W 636.21 feet to Station 135+95.87 which is the P. C. of a 21°10'00" curve to the right with a radius of 200.00 feet; thence along said curve 73.89 feet to P. T. Station 136+69.76; thence N8°35'00"W 436.65 feet to Station 141+06.41 which is the P. C. of a 24°57'30" curve to the left with a radius of

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300.00 feet; thence along said curve 99.05 feet to P. T. Station 142+05.46; thence N27°30'00"W 454.76 feet to Station 146+60.22 which is the P.C. of a 24°57'30" curve to the right with a radius of 200.00 feet; thence along said curve 87.12 feet to P. T. Station 147+47.34; thence N2°32'30"W 268.99 feet to station 150+16.33 which is the P.C. of a 46°57'30" curve to the left with a radius of 150.00 feet; thence along said curve 122.94 feet to P. T. Station 151+39.27; thence N49°30'00"W 157.62 feet to Station 152+96.89 which is the P. C. of a 17°35'00" curve to the left with a radius of 150.00 feet; thence along said curve 46.03 feet to P. T. Station 153+42.92; thence N67°05'00"W 83.80 feet along the center line of an existing road to Station 154+26.72 which is the end of proposed construction.

The above described centerline is the center of a 50 foot wide road right-of-way, containing 9.561 acres.

to be used as access road right-of-way, for so long as GRANTEE shall have need of the same in or in connection with its business.

IN CONSIDERATION OF the grant of the foregoing easement to GRANTEE and the payment to be made hereunder by GRANTEE, to GRANTOR, the parties hereto agree as follows:

1. GRANTEE shall pay to GRANTOR on execution of this agreement the amount of Six Thousand (\$6,000.00) Dollars, lawful money of the United States, as consideration in full for said agreement.
2. GRANTEE shall have the right to construct, maintain, repair and provide adequate drainage on the said right-of-way in such manner and amount as may reasonably be required to provide an all weather road surface.
3. GRANTEE will place such gates as may be required by GRANTOR.
4. GRANTEE assumes all liability for damages to adjacent lands owned by GRANTOR, including damage by fire, when said damage is attributable to the operations of the GRANTEE, its employees or agents. GRANTEE shall reseed with appropriate grasses or other plantings, all areas left bare by construction so as to reasonably control erosion.

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5. GRANTOR agrees to allow no work to be done adjacent to said right of way which might tend to undermine GRANTEE'S roadway or cause shifting of established grades or drainage, without first consulting with GRANTEE.

6. GRANTOR shall have the right to pass over, at any time any portion of the said right of way, but may not extend this privilege to third parties without written consent of GRANTEE.

7. This agreement shall not be assigned in whole or in part by GRANTEE without the written consent of GRANTOR, provided however that GRANTOR shall not unreasonably withhold such consent.

8. GRANTOR shall pay any and all real property taxes and assessments for improvements which may be levied upon said premises, provided, however, GRANTOR shall not be required to pay any increase in taxes because of the improvements made by and for the use of GRANTEE. Any such increase in taxes shall be considered as a personal levy against GRANTEE and shall be paid by GRANTEE.

9. GRANTEE shall keep said premises free and clear of all mechanics' liens and any and all other liens for labor and materials used in or on said premises by GRANTEE.

10. Upon final termination of the use or need of the rights granted herein, GRANTEE shall notify GRANTOR in writing of such termination and shall execute such instruments as may be necessary to extinguish such rights of record.

IN WITNESS WHEREOF GRANTOR has affixed their signatures
this 20th day of June, 1967.

Edwin A. Rezendes
Edwin A. Rezendes

Rosa Rezendes
Rosa Rezendes

GRANTOR

Approved as to Form
By Bruce B. Berman
Attorney for
Pacific Northwest Bell Telephone Company

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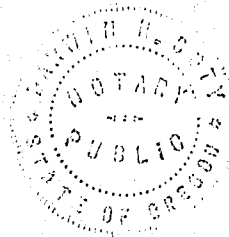
STATE OF OREGON)
County of Klamath) ss

On this 20th day of June, 1967, personally
appeared the above named EDWIN A. REZENDES and ROSA REZENDES,
husband and wife, and acknowledged the foregoing instrument
to be their voluntary act and deed.

Darwin H. Doty
Notary Public for: Oregon

My Commission Expires: _____

My Commission Expires June 26, 1970



STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Pacific Northwest Bell

this 21 day of June A. D. 1967 at 8:30 o'clock A.M., and

duly recorded in Vol. M-67, of Deeds on Page 4669

Fee \$6.00

DOROTHY ROGERS, County Clerk

By Jane Stead