

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the undersigned, hereinafter referred to as "Grantor," hereby grants to PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a corporation, its successors and assigns, hereinafter referred to as "Grantee," a perpetual easement five (5) feet in width over, across, upon and under the hereinafter described real property, with the right from time to time to construct, place, inspect, maintain, repair, replace, remove, use, operate and patrol thereon, therein and thereunder underground structures, including wires, cables and other electrical conductors, conduits, and other appurtenances.

Said real property is situated in the County of Klamath, State of Oregon, and is described as follows:

A strip of land five (5) feet in width and approximately 65 feet in length, running in a southeasterly direction parallel and adjacent to the southwest property line of Lot 11, Block 7, North Bly Addition, Bly, Oregon. Located in the SW 1/4 of the SE 1/4 of Section 34, Township 36 South, Range 14 East, W.M., Klamath County, Oregon. Or as more particularly described in Deed Book M 70, Page 2882 of the Klamath County Records.

Grantor grants to Grantee the right to clear and keep cleared a strip of land two & one-half (2 1/2) feet wide on each side of the center line of said easement of all brush and undergrowth, and to remove or trim such trees and to remove such other obstructions as may be necessary for the protection of Grantee's said structures.

Grantor further covenants that no digging or blasting will be done or permitted upon said easement or sufficiently near thereto on the premises of Grantor which will in any manner disturb the solidity of Grantee's facilities or structures, reduce the depth of soil covering the same or unearth any portion thereof or in any way interfere with the transmission of telephone communication through or over such facilities or structures.

Grantor reserves the right to use the property for agricultural purposes not inconsistent with the rights granted Grantee.

Grantee, its contractors, agents, employees and servants shall at all times have the right of ingress to and egress from said easement with the specific understanding that Grantee shall be responsible for any property damage suffered by Grantor caused by Grantee's exercise of the rights herein granted.

Grantee is also granted the right from time to time to increase or decrease the size, weight or number and to change the type or add to any of said structures which may be constructed or installed in, upon or under the easement hereby granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor s ha ve executed this instrument this 12th day of July, 19 71.



Theodore T. Lee, Grantor
(Husband)

Mrs. Theodora T. Lee, Grantor
(Wife)

Donald J. Horsley
(Husband)
Helen E. Horsley
(Wife)

STATE OF OREGON)
) ss:
County of Clackamas)

On this 21st day of July, 1971, personally appeared the above named Theodore T. Lee and Mrs. Theodore T. Lee (husband and wife) and Donald J. Horsley and Helen E. Horsley (husband and wife) and acknowledged the foregoing instrument to be their voluntary act and deed.

By [Signature]
Attorney for
Pacific Northwest Bell Telephone Company

H. Schipper
Notary Public for Oregon
My Commission Expires: August 12, 1973

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of PACIFIC NORTHWEST BELL TELEPHONE CO
this 16th day of AUGUST A. D., 19 71 at 1:03 o'clock PM. and duly recorded in
Vol. M 71, of DEEDS on Page 8552
Fee \$1.50

WM. D. MILNE, County Clerk
By [Signature]

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