

## GRANT OF EASEMENT

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34694

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 ten (10) 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 communication facilities, 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 located in Tax Lot 700, Lot 2, Block 9, of Jack Pine Village. The SE 1/4, Section 24, Township 23 South, Range 9 East, W.M., or as more particularly described in Klamath County Deed Records M72, Page 747.

Telephone cable to be buried 10 feet west, parallel and adjacent to the existing pole line. Grantee agrees to release the remaining 35 feet west and 5 east of the buried cable easement.

Grantor grants to Grantee the right to clear and keep cleared a strip of land five (5) 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 communication facilities.

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 communication facilities, 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 communication facilities.

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 communication facilities 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 has executed this instrument this 15 day of May, 1972.

William C. Hubbard, Grantor  
(husband)

Nellie J. Hubbard, Grantor  
(Wife)

STATE OF CALIFORNIA  
COUNTY OF San Bernardino

} ss.

On May 15, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared William C. Hubbard and Nellie J. Hubbard \* \* \* \* \*  
\* \* \* \* \* known to me to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand  
and official seal.

(Seal)



My Commission Expires March 26, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Pacific N. W. Bell

this 1st day of June A. D. 1972 at 11:20 o'clock M., and duly recorded in

Vol. M72, of Deeds on Page 5814

Fee \$2.00

WM. D. MILNE, County Clerk

By L. Henderson