

37514

GRANT OF EASEMENT

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Sheet 1 of 2

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 six (6) 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.

This Easement is for buried cable and associated pedestals only. No aerial wire conductors or poles will be placed.

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

A parcel of land six (6) feet in width and four hundred fifty (450) feet in length along a center line between the existing closure on the access road and a point on the east-west section line between Sections 24 and 25, located in the SW₁, SE₁, Section 24, T.38S., R.9E., W.M., or as more particularly described in Klamath County Deed Records, Page 132, Volume 280 and M70, Page 4504. This Easement shall remain in force as long as the buried cable serves telephone subscribers occupying Grantor's property or on lands adjacent to Grantor's property.

Starting in the NW₁, SW₁, SE₁, Section 24 and extending in a Southerly direction into the NW₁, SW₁, SE₁, Section 24, all in Township 38 S., Range 9 E., W.M.

In the event of any damages to the existing access road or properties of the Grantor caused by the Grantee or its agents, Grantee agrees to restore same to its original condition or better within thirty (30) days, weather permitting, upon written notice by the Grantor. If work not complied with within this period, easement will be terminated.

Grantor grants to Grantee the right to clear and keep cleared a strip of land three (3) 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 rights 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 14th day of July, 1972.

Approved as to Form

By [Signature]
Attorney for
Pacific Northwest Bell Telephone Company.

[Signature], Grantor

[Signature], Grantor

9387

STATE OF OREGON)
) ss:
County of Clackamas)

On this 14th day of July, 1972, personally appeared the above named Bruce R. Wirth and Maxine L. Wirth (husband & wife), and acknowledged the foregoing instrument to be their voluntary act and deed.

N. H. Schippers
Notary Public for Oregon
My Commission Expires August 12, 1973

STATE OF OREGON,
County of Yamhill,
Filed for record at request of

on this _____ day of _____ A.D. 19____
at _____ o'clock _____ M. and duly
recorded in Vol. _____ of _____
Page _____

Wm. D. MILNE, County Clerk
By *[Signature]* Deputy
Fee _____

Rev. Pae N. B. Buel
421 S. W. Oak St.
Portland, Ore.