

E#238

727 11318 45-79

Klamath Falls

48880

GRANT OF EASEMENT

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C-5241

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 RUNNING PARALLEL AND ADJACENT TO THE WEST LINE OF TAX LOT 1000 IN THE SW 1/4 NW 1/4, SEC. 15, T. 39 S., R. 9 E., W. 1/4, AND DESCRIBED IN DEED RECORDS VOL. 108 PG. 105.

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, Grantors have executed this instrument this 28 day of April, 1978.

Jack D. Bothwell, Grantor
Husband &
Mary R. Bothwell, Grantor
Wife

STATE OF OREGON)
County of Klamath) ss:
Notary Public

FORM APPROVED
Date 5/14/78
By WHR
Legal Department
Pacific Northwest Bell

On this 28th day of April, 1978 personally appeared before me the above named Jack D. & Mary R. Bothwell, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Pacific Northwest Bell

825 Northeast Twentieth Avenue
Portland, Oregon 97232
Phone (503) 238-3002

W. H. Schippers
Notary Public for Oregon
My commission expires: 8-12-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of May A.D., 19 78 at 1:16 o'clock P M., and duly recorded in Vol 1078 of Deeds on Page 10991.

FEE \$3.00

WM. D. MILNE, County Clerk
By Bernetha D. Petch Deputy