

55.123

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 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 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 land 5 (five) feet in width and 15 (fifteen) feet in length beginning 5 feet north of the Southwest Corner of a tract of land constituting a portion of the Northeast Quarter of the Northwest Quarter of Section 14, Twp. 39 South, Range 9 East of W.M., said tract being more particularly described at # 371-11/16 of the Deed Record of Klamath County, said strip of land being located parallel and adjacent to the Westerly Boundary of said tract.

~~Grantor grants to Grantee the right to clear and keep cleared a strip of land 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 site 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 site, width 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.

MY WITNESS WHEREOF, Grantor has 5 executed this instrument this 23rd day of August, 1978

[Signature]
Witness

Klamath County School Dist
By Thomas Haddland, Grantor
Comptroller

FORM APPROVED
Date 8/30/78
By LWR
Legal Department
Pacific Northwest Bell

Pacific NW Bell
925 Northwest 20th Ave
Portland, Or 97232

STATE OF OREGON)
County of Klamath) ss:

Thomas Haddland being first duly sworn, on oath, depose and say that I reside at Portland, Oregon and that I am acquainted with Vernon Haddland, Comptroller of Klamath County School District who executed that foregoing instrument and that I am a subscribing witness to that execution.

Subscribed and sworn to before me this 23rd day of August, 1978.

[Signature] My commission expires: 4-23-82
Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 18th day of September A.D. 1978 at 1:15 o'clock P.M., and duly recorded in Vol. 78 of Deeds on Page 20581

FEE \$3.00

WAT. D. MILNE, County Clerk
By [Signature] Deputy