

55124

GRANT OF EASEMENT

Vol. 78 Page 20582

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 measuring 10 feet North to South and 5 feet East to West and located in the Northwest corner of Lot 1 of Ferndale Subdivision, said Lot being a part of Section 14, Township 39 South, Range 9 East of the Willamette Meridian.

~~GRANTOR HEREBY 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 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.

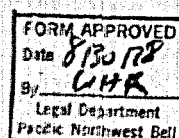
Grantor, its contractors, agents, employees and servants shall at all times have the right of ingress to and egress from said easement with the specific understanding that Grantee shall be responsible for any property damage suffered by Grantor caused by Grantee's exercise of the rights herein granted. ANY DAMAGE TO TREES ON THE PROPERTY CAUSED BY THE TELEPHONE COMPANY SHALL BE COMPENSATED FOR BY SAID TELEPHONE COMPANY.

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 23 day of August, 1978.

[Signature] Witness
[Signature] Grantor
Bernice L. Carmack Grantor
Wife



STATE OF OREGON)
County of Klamath) ss:

Boyle New Bell
925 Northeast 28th Ave
Portland, OR 97232

I, Boyle New Bell, being first duly sworn, on oath, depose and say that I reside at Portland, Oregon and that I am acquainted with Kenneth & Bonnie Carmack, husband & wife 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 3:15 o'clock P M., and duly recorded in Vol 78 of Deeds on Page 20582.

FEE \$3.00

WM. D. MILLER, County Clerk
[Signature]

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