

Ratcliffe

64501

EASEMENT

Vol. M79 Page 6598

E#260 C-5159
727 58911 45C
Klamath Falls

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 10 (ten) 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 aerial and/or underground communication facilities, including wires, cables and other electrical conductors with associated poles, conduits, manholes, markers and other appurtenances.

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

A parcel of land 10 (ten) feet in width along a center line as established by the installation of the aforementioned communication facilities, which parcel is a part of premises of the undersigned situate in the Southeast Quarter of Section 28, Township 39 South, Range 8 East, W.M., as more particularly described in that certain instrument recorded in the Deed Records of Klamath County, Oregon, at pages and numbered 67-6497.

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

Grantor covenants not to place or permit to be placed or maintained any buildings or flammable materials within 5 (five) feet of the center line of said easement. Grantor further covenants that no digging will be done or permitted upon said easement which will in any manner disturb the solidity of Grantee's communication facilities or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within 5 (five) feet of the center line of said easement.

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.

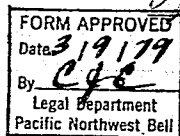
Grantee is also granted the right from time to time to increase or decrease the size, weight or number and to change the type or add to any of said communication facilities which may be constructed or installed in, upon or under the easement hereby granted.

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 5th day of FEBRUARY, 1979.

Lawrence A. Ellett
Witness

Joseph W. Ratcliffe, Grantor
Joseph W. Ratcliffe, husband
Phyllis G. Ratcliffe, Grantor
Phyllis G. Ratcliffe, wife



STATE OF OREGON)
) ss:
County of Clackamas)

I, Lawrence A. Ellett, being first duly sworn, on oath, depose and say that I reside at Portland, OR, and that I am acquainted with Joseph & Phyllis Ratcliffe, husband & wife who executed the foregoing document and that I am a subscribing witness to that execution. Subscribed and sworn to before me this 5th day of February, 1979.

John J. Skisum
Notary Public for Oregon

My commission expires: 4-23-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 23rd day of March A.D., 19 79 at 2:58 o'clock P M., and duly recorded in Vol M79 of Deeds on Page 6598.

FEE \$3.00

WM. D. MILNE, County Clerk

By Bernetha B. Detch Deputy