

64504

Vol. 79 Page 6601
GRANT OF EASEMENT

C & P Rental
C-5330 (9-72)
#251
727-58911-45C
KIAMATH 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 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 parcel of land ten (10) 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 30 South, Range 8 East, W.M., as more particularly described in that certain instrument recorded in the Deed Records of Klamath County, Book and numbered ~~XXXXXX~~ M 78-21288.

~~Grantor grants to Grantee the right to clear and keep cleared a strip of land~~
~~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. Said communication facilities to be placed south of and near the~~
North property line of said premises.

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 construed 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 1st day of FEBRUARY, 1979.



Ralph A. Crawford, Grantor
Partners
Theodore J. Paddock, Grantor
Partners

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 1 day of February, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ralph A. Crawford and Theodore J. Paddock

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Carl Samson
Notary Public for Oregon
My Commission expires 3 MAR 1980

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., 1979 at 2:58 o'clock P M., and duly recorded in Vol. M79 of Deeds on Page 6601.

FEE \$3.00

WM. D. MILNE, County Clerk
By Bunetha Shetch Deputy

79 MAR 23 PM 2 58

Pacific Northwest Bell
825 N.E. 20th Avenue, Room 301
Portland, Oregon 97232