

44492

Vol. 84 Page 21651

TELEPHONE EASEMENT

DATE:

December 29, 1984

PARTIES:

DAYTON O. HYDE and GERDA V. HYDE, hereinafter called "Hyde", Grantors, and

SAND CREEK RANCH, a co-partnership consisting of THE GRUPE COMPANY, a California corporation, and CORTOPASSI/GRANHAM, INC., a California corporation, hereinafter called "Grupe", Grantees.

RECITALS

A. Hyde has sold to Grupe Parcel B and retained Parcel A.

B. The parties intend to create a permanent telephone easement and right of way over Parcel A for Grupe's use. Such easement shall be appurtenant to and shall benefit Parcel B.

AGREEMENT

1. Grant of Easement; Establishment of Telephone System and Right of Way. Hyde hereby grants to Grupe a telephone easement along the Easterly side of Parcel A, following along existing fences where possible, for the benefit of Parcel B with the right to construct, lay, repair and maintain telephone system underground or overhead with necessary wires, poles, cables and fixtures so as to provide telephone service to Parcel B, together with the necessary right of ingress and egress.

2. Indemnity. Grupe indemnifies and holds Hyde harmless from any liability arising from its use of the right of way.

3. Breach of Obligation. Either party shall be entitled to enforce this Agreement by suit for specific performance or, where appropriate, injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and these rights of cure and reimbursement specifically granted under this Agreement.

4. Attorney Fees. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate Court.

5. Additional Documentation: At such time as the easement herein contemplated is surveyed and plotted, Hyde shall cooperate with Grupe in

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preparing, executing and recording such other and further documentation as Grupe may reasonably request to more precisely describe this easement.

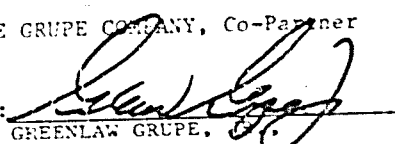
6. Effect of the Agreement. The easement granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any division or partition of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors, assigns, lessees and mortgagees.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on the day and year first above written.

SAND CREEK RANCH

BY: THE GRUPE COMPANY, Co-Partner


By:

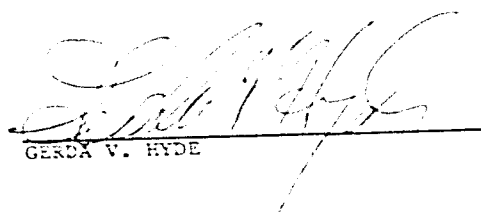

GREENLAW GRUPE,
Chairman of the Board


DAYTON O. HYDE

By: CORTOPASSI/GRAHAM, INC.,
Co-Partner

By:


DEAN A. CORTOPASSI, President


GERDA V. HYDE

STATE OF OREGON)

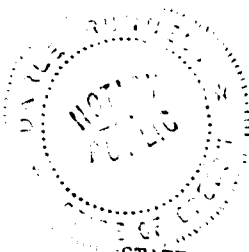
COUNTY OF KLAMATH)

ss.

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On this 28 day of December, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DAYTON O. HYDE and GERDA V. HYDE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.



Paula Kinnel
Notary Public

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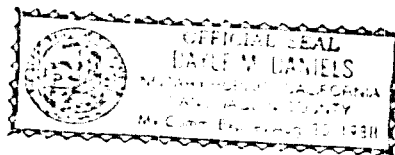
STATE OF CALIFORNIA)

COUNTY OF SAN JOAQUIN)

ss.

On this 27th day of December, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared GREENLAW GRUPE, JR., known to me to be the Chairman of the Board of THE GRUPE COMPANY, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SAND CREEK RANCH, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

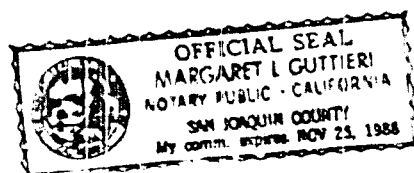


David M. Daniels
Notary Public

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STATE OF CALIFORNIA)
 : ss.
 COUNTY OF SAN JOAQUIN)

On this 27th day of December, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DEAN A. CORTOPASSI, known to me to be the President of CORTOPASSI/GRAHAM, INC., the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SAND CREEK RANCH, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.



Margaret L. Guttieri
 Notary Public

EXHIBIT "A"

Township 32 South, Range 10 E.W.M.

Section 36: S 1/2 SE 1/4 NE 1/4, SW 1/4 NE 1/4, N 1/2 N 1/2 SE 1/4, N 1/2 NE 1/4 SW 1/4

Township 32 South, Range 11 E.W.M.

Sec. 5: S 1/2 S 1/2 SW 1/4;
Sec. 6: E 1/2 SE 1/4, E 1/2 NW 1/4 SE 1/4;
Sec. 7: N 1/2 NE 1/4 NE 1/4;
Sec. 8: NW 1/4, E 1/2 SW 1/4, NW 1/4 SW 1/4;
Sec. 17: W 1/2 NE 1/4, W 1/2, W 1/2 SE 1/4;
Sec. 20: W 1/2 E 1/2, W 1/2;
Sec. 29: W 1/2 NE 1/4, NW 1/4, S 1/2;
Sec. 31: NE 1/4 NE 1/4, S 1/2 NW 1/4 NE 1/4, SW 1/4 NE 1/4, S 1/2 NE 1/4 NW 1/4, SE 1/4 NW 1/4, Lot 2.
Sec. 32: All

Township 33 South, Range 11 E.W.M.

Sec. 4: W 1/2 SW 1/4;
Sec. 5: E 1/2, E 1/2 NW 1/4, NW 1/4 NW 1/4, SW 1/4 NW 1/4, SW 1/4
Sec. 8: N 1/2, N 1/2 S 1/2
Sec. 9: W 1/2 NW 1/4, W 1/2 W 1/2 SE 1/4 NW 1/4, N 1/2 NW 1/4 SW 1/4, W 1/2 NW 1/4 N 1/4 SW 1/4

Township 32 South, Range 11 E.W.M.

Sec. 18: S 1/2 SW 1/4 SE 1/4
Sec. 19: NW 1/4 NE 1/4
Sec. 7: E 1/2 SE 1/4 SE 1/4
Sec. 18: NE 1/4 NE 1/4, W 1/2 SE 1/4 NE 1/4, E 1/2 SW 1/4 NE 1/4, NW 1/4 SE 1/4, N 1/2 SW 1/4 SE 1/4

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EXHIBIT "B"

PARCEL 1:

Township 32 South, Range 11 E.W.M.

Section 8: NW 1/4 SW 1/4

PARCEL 2:

Township 32 South, Range 11 E.W.M.

Section 5: S 1/2 S 1/2 SW 1/4
Section 6: E 1/2 SE 1/4, E 1/2 NW 1/4 SE
1/4
Section 7: N 1/2 NE 1/4 NE 1/4, E 1/2 SE
1/4 SE 1/4
Section 8: SW 1/4, E 1/2 SW 1/4
Section 18: NE 1/4 NE 1/4, W 1/2 SE 1/4 NE
1/4, E 1/2 SW 1/4 NE 1/4, S
1/2 SE 1/4
Section 19: NW 1/4 NE 1/4

PARCEL 3:

Township 32 South, Range 11 E.W.M.

Section 8: SW 1/4 SW 1/4
Section 18: W 1/2 SE 1/4 SW 1/4
Section 19: W 1/2 NE 1/4 NW 1/4

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record

On 28th day of December A.D. 1984 at 4:17 PM and
 duly recorded in Vol. 344 of Deeds in Book 21651

By E. J. & E. M. County Clerk
[Signature]

Fee \$25.00

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KLAMATH COUNTY TITLE CO.