

57115

R-38322

Site Name: Beth's Butte  
Malin, OR

Accommodation No  
28117

ACCESS ROAD EASEMENT  
OVER EXISTING ROADWAY

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THIS INDENTURE, made by and between <sup>Raynes Bros. a cc-partnership</sup> Carl Rajnus, Don consisting of  
Rajnus and George Rajnus, whose address is <sup>Route and Box 247 BAHAMA Oregon 97623</sup>  
(hereinafter called "Grantor") and MCI Telecommunications  
Corporation, a Delaware corporation, having an office at 1133  
Nineteenth Street, N.W., Washington, D.C. 20036 (hereinafter  
called "Grantee").

WITNESSETH:

WHEREAS, Grantee has leased a certain parcel of land  
located in the County of Klamath, State of Oregon, for  
the erection of a microwave repeater station (hereinafter  
called "Leased Parcel"); and

WHEREAS, Grantor is the owner of the lands immediately  
adjacent thereto (hereinafter called "Grantor's Lands"); and

WHEREAS, upon the Grantor's Lands exists a roadway  
(hereinafter called "Grantor's Road") which runs to the Leased  
Parcel; and

WHEREAS, Grantee wishes to obtain a right of way and  
easement over Grantor's Road in order to gain access to the  
Leased Parcel from a public road and Grantor is agreeable  
thereto;

NOW, THEREFORE, in consideration of the sum to be paid  
by Grantee to Grantor as hereinafter set forth, Grantor does  
hereby agree as follows:

Grantor agrees to grant, bargain, sell and convey unto  
Grantee, its successors and assigns, including, without  
limiting the generality thereof, any grantee, occupant, or  
tenant of the Leased Parcel or any portion thereof  
(hereinafter collectively called "Benefitted Users"), a  
perpetual right of way and easement access, over, under and  
through Grantor's Road for the purpose of a roadway for  
unrestricted ingress and egress from and to the Leased Parcel  
for the use and enjoyment of the Benefitted Users.

Grantor acknowledges receipt of from Grantee of Five  
Hundred Dollars (\$500.00) in consideration of Grantor's  
agreement to grant the right of way and easement. The right of  
way and easement shall become vested and effective as of the  
date of such payment. Such payment shall be in full  
consideration for the conveyance of said right of way and  
easement.

Return to: Chicago Title Ins. Co.  
1800 Columbia Center  
701 5th Ave.  
Seattle, Wa. 98104

Attn: Mindy

TO HAVE AND TO HOLD the above-described right of way and easement unto the Benefitted Users, forever, subject to the terms of this grant.

The Grantor shall, at its sole cost and expense, have the right to install, maintain and use locked gates in all fences which may now or hereafter cross said right of way and easement for the purpose of preventing passage by the general public, provided that suitable and sufficient keys are furnished to the Benefitted Users, and its employees.

Grantee shall pay Grantor the reasonable amount of actual damages to Grantor's Road caused by Grantee or shall repair the same, at Grantor's option.

Grantor represents and warrants that he is the owner of the land described in Exhibit A, subject only to liens and encumbrances, if any, now of record in Klamath County and that none of said liens and encumbrances prohibit the granting of this right of way and easement.

In the event Grantee or its successors permanently abandons the communications repeater site situate on Grantee's Parcel, without having established or having expectation of establishing any other communications repeater site, for which said right of way and easement is or could be used as part of an access road, then the right of way and easement herein described will cease and terminate. The communications repeater site shall not be considered permanently abandoned unless Grantee or its successors have ceased to use said site and have no prospect of resuming use thereof.

IN WITNESS WHEREOF, Grantor has executed this instrument this 25 day of aug, 1982

Witness:

GRANTOR: Rajnus Bros

By Carl Rajnus  
Carl Rajnus

By Don Rajnus  
Don Rajnus

By George Rajnus  
George Rajnus

ACKNOWLEDGEMENT OF LANDLORD

511

STATE OF OREGON

COUNTY OF *Wamath*

.SS.: *Carl Sagnus*

The foregoing instrument was acknowledged before me  
this *25* day of *aug*, 1985 by

*Wanda Jane Sagnus*  
Notary Seal  
My Commission Expires: *July 1, 1987*  
Notary Public

ACKNOWLEDGEMENT OF LANDLORD

STATE OF OREGON

COUNTY OF *Wamath*

.SS.: *Don Sagnus*

The foregoing instrument was acknowledged before me  
this *25* day of *aug*, 1985 by

*Wanda Jane Sagnus*  
Notary Seal  
My Commission Expires: *July 1, 1987*  
Notary Public

ACKNOWLEDGEMENT OF LANDLORD

STATE OF OREGON

COUNTY OF *Wamath*

.SS.: *George Sagnus*

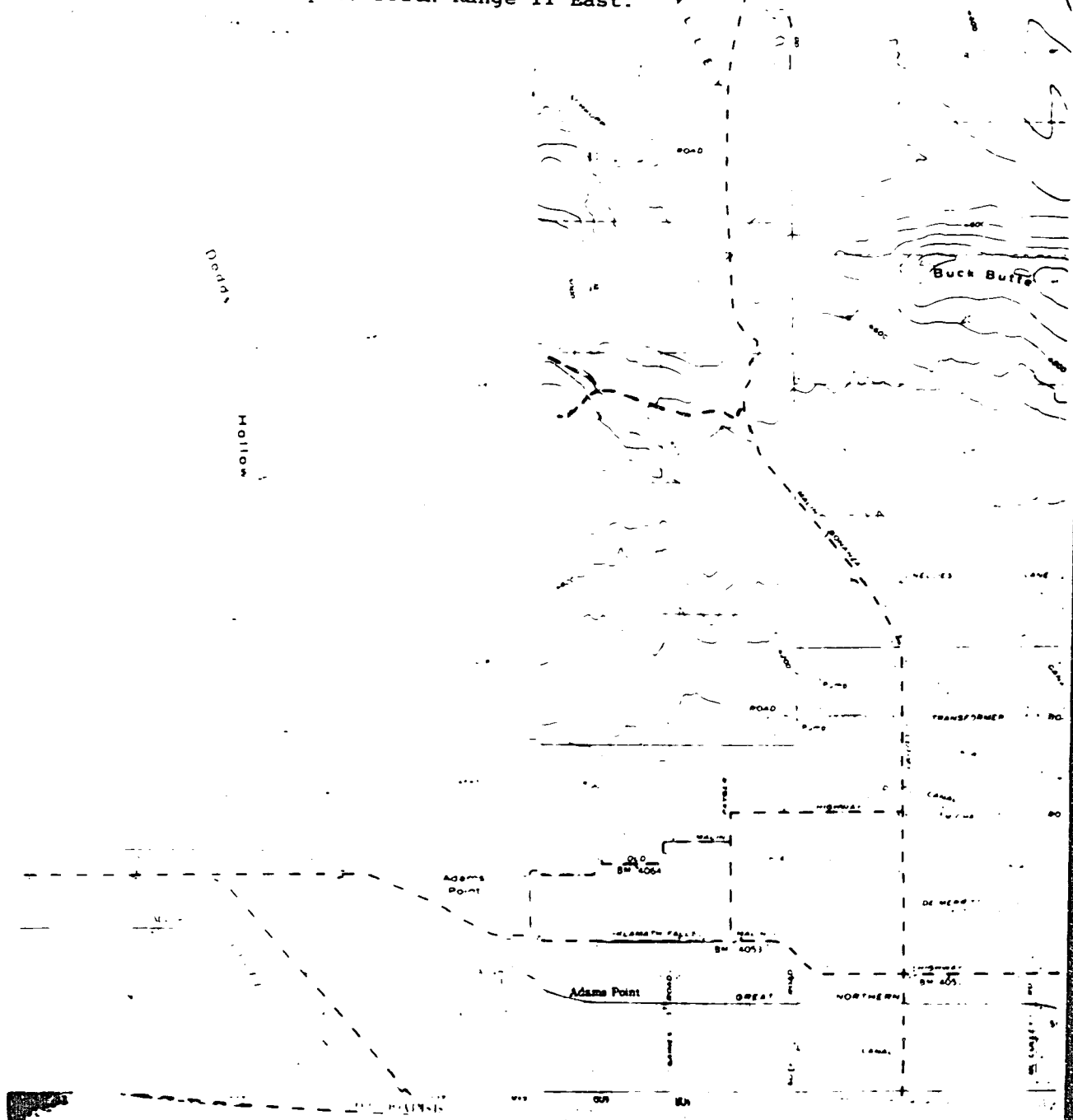
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Notary Seal  
My Commission Expires: *July 1, 1987*  
Notary Public

EXHIBIT A

512

Section 24 Township 40 South Range 11 East.  
Section 23 Township 40 South Range 11 East.



STATE OF OREGON COUNTY OF KLAMATH ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of \_\_\_\_\_ January \_\_\_\_\_ A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ 2:43 o'clock P \_\_\_\_\_ M. and duly recorded in Vol \_\_\_\_\_ 196  
of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page \_\_\_\_\_ 500

FEE \$17.00

Evelyn Blain,  
By \_\_\_\_\_

County Clerk