

2845

EASEMENT

Mildred Fitzgerald
TL 200Project #
Job 85-9161
R/W Reference 89-110065

KNOW ALL MEN BY THESE PRESENTS:

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For and in consideration of \$125.00 the undersigned, hereinafter referred to as Grantor(s), hereby grants a perpetual easement to Pacific Northwest Bell Telephone Company, a Washington Corporation, its successors and assigns, hereinafter referred to as Grantee, with the right, privilege and authority to place, construct, maintain, inspect, reconstruct, repair, replace, remove and keep obstacles clear from Grantee's facilities consisting of Underground communication lines and above ground cabinets

and other appurtenances as the Grantee may from time to time require over, across, upon and under the hereinafter described property situated in Klamath County, State of Oregon and is described as follows:

A parcel of land lying in the West 1/2 of the East 1/2 of Section 27, Township 39 South, Range 8 East of the Willamette Meridian, to-wit: That part of said West 1/2 of the East 1/2 lying southerly of Highway 66 and northerly of the Weyerhaeuser Timber Railroad right-of-way but excepting therefrom the following tracts:

The West 30 feet of the above property deed for roadway use recorded in Deed Book at Book 343 at Page 166. The tract deeded to H.H. VanValkenburg, recorded in Deed Book 44 at Page 270. Parcel II of the property deeded to Vernon G. Howard, et ux, recorded in Deed Book 343 at Page 166. Tract of the above property Deeded to Albert R. Klepper and Carol Jean Klepper, Husband & wife, recorded in M-67 at Page 807 of Klamath County Records.

A strip of land ten (10) feet in width, as placed, beginning at a point in the Northwestern corner paralleling the right-of-way boundary of the Klamath Falls-Ashland Highway; thence running Southwesterly parallel to said Highway to a point of the East line of a certain private road, and being a portion of the above described property.

Grantee shall at all times have the right of full and free ingress to and egress from said property described above, with the understanding that Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

Grantor reserves the right to use the easement for any purposes as long as not inconsistent with nor an interference with the rights granted Grantee herein.

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 the undersigned has executed this instrument this 20 day of April, 1989.

Witness:

By

Mildred Fitzgerald



(Individual Acknowledgement)

State of OregonCounty of Klamath

On this day personally appeared before me

Mildred Fitzgerald

known to me to be the individual who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 20th day of April, 1989.

Steven W. Hammond

Notary Public in and for the State of Oregon
residing at Vancouver, Washington
My commission expires: September 15, 1992

(Corporate Acknowledgement)

State of _____

County of _____

On this day personally appeared before me

who did say he/she is the _____

of the corporation that executed the foregoing instrument.

STATE OF OREGON, ss.

County of Klamath

Filed for record at request of:

U. S. West

on this 21st day of July A.D., 19 89
at 11:21 o'clock A.M. and duly recorded
in Vol. M89 of Deeds Page 13315
Evelyn Biehn
County Clerk

By Pauline M. Muelers
Deputy.

Fee, \$8.00

1989 JUL 21 AM 11 21

Accepted by A. L. Clary
Right-of-Way Manager