

77496

03-14-94P02:43 RCVD

EASEMENT

R/W Reference 94-046015

The Undersigned Grantor(s) for and in consideration of One Thousand

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Dollars (\$ 1,000.00)

and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado Corporation, (Grantee) whose address is 1600 7th Ave., Seattle, Washington 98191 its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

Beginning at the SW corner of Lot 1, Township 39 South, Range 10 East, W.M.; thence East along the Southerly line of said lot 1 a distance of 231.75 feet; thence North along a line parallel with the West line of said Lot 1 a distance of 360 feet; thence West parallel with the South line of said Lot 1 a distance of 231.75 feet to a point on the West line of said Lot 1; thence South along the West line of said Lot 1 a distance of 360 feet, more or less, to the place of beginning. EXCEPTING portions heretofore conveyed for highway purposes, also known as Tax Lot 1200.

The easement is as follows: A strip of land 20 (twenty) feet in width and 20 (twenty) feet in length, within the Northwest corner, as placed, and being a portion of the above described property.

situated in County of Klamath State of Oregon

Grantee shall have the right of ingress and egress over and across the Land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein 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.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

In witness whereof the undersigned has executed this instrument this 8th day of Feb, 1994

Witness: _____

By: Randy Boughton

Randy Boughton

(Individual Acknowledgement)

State of Oregon
County of Klamath } ss
On this day personally appeared before me
Randy Boughton

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

Given under my hand and official seal this 8th day of Feb, 1994

J.W. Vickroy
OFFICIAL SEAL
J.W. VICKROY
Notary Public for the State of Oregon
COMMISSION NO. 004325
MY COMMISSION EXPIRES MAR. 23, 1995
My commission expires: _____

(Corporate Acknowledgement)

State of _____ } ss
County of _____ } ss
On this day personally appeared before me

who did say he/she is the _____

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

U.S. West
on this 14th day of March A.D., 1994
at 2:43 o'clock P.M. and duly recorded
in Vol. M94 of Deeds Page 7759
Evelyn Biehn County Clerk
By Caroline Mullenbore Deputy.
Fee, \$10.00

RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS, INC.
RIGHT-OF-WAY DEPT.
1600 7th AVENUE, ROOM 1703
SEATTLE, WA 98191