

84064

S. 110, T. 38S, R. 9E, W. 1/4, TL-1700

07-11-94 A09-57 RCVD

EASEMENT

Job 43R517K

R/W Reference 94-143065  
Mutual Benefits Vol 94 Page 21313

The Undersigned Grantor(s) for and in consideration of

Dollars (\$ ) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to US WEST Communications, Inc., a Colorado Corporation, whose address is 1600 7th Ave., Seattle, Washington 98101 its successors, assigns, 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:

Lot 1, Block 3, Northbridge Estates, Township 38 South, Range 9 East, W.M., Section 15D, Tax Lot 1700, Klamath County, Oregon.

The easement is as follows: A strip of land 3 (three) feet in width and 10 (ten) feet in length, on the Southern side of a certain private roadway known as a private roadway, as placed, and being a portion of the above described property.

Accepted by A. I. Chang  
Manager Right-of-Way Operations

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 9th day of May 1994  
Witness: By Maurice Austin Jr.

Maurice Austin Jr.

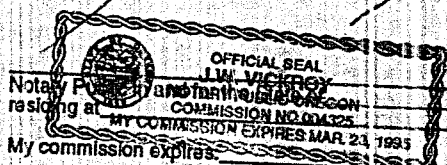
(Individual Acknowledgment)

State of Oregon  
County of Klamath } ss

On this day personally appeared before me  
Maurice Austin Jr.

Known to me to be the Individual he who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 9th day of May 1994



(Corporate Acknowledgment)

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On this day personally appeared before me

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

US West

on this 11th day of July A.D. 1994  
at 9:57 o'clock A M. and duly recorded  
in Vol. MO4 of Deeds Page 21313

Evelyn Riehn County Clerk

By Judith M. Williams

Fee, \$10.00

Deputy.

RETURN TO GRANTEE AT:  
US WEST COMMUNICATIONS, INC.  
RIGHT-OF-WAY DEPT.  
1600 7th AVENUE, ROOM 1703  
SEATTLE, WA 98101