

14554

Vol. 1294 Page 6558

Job #: 52RB390

R/W Reference #: 9521918/s

EASEMENT

The Undersigned Grantor(s) for and in consideration of TWENTY TWO HUNDRED Dollars (\$ 2,200.00) 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, (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:

The Northeast Quarter of the Northeast Quarter of Section 30, Township 39 South, Range 7 East of the Willamette Meridian,

EXCEPTING THEREFROM

A Tract of land situated in the Northeast Quarter of the Northeast Quarter of Section 30, Township 39 South, Range 7 East of the Willamette Meridian, more particularly described as follows:
Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter; thence North 362 feet; thence West 362 feet; thence South 362 feet; thence East 362 feet to the point of beginning.

situated in County of Klamath, State of Oregon.

The rights granted herein allow a fiber optic cable and conduit to be installed concurrently with a natural gas pipeline in a trench to be constructed by Pacific Gas Transmission Company as part of its Medford Lateral Project, (O-KL-1548) as provided for in that Right of Way Agreement between the Grantor and Pacific Gas Transmission Company executed on that 21st day of July, 1995.

It is agreed between the parties that as soon as Pacific Gas Transmission Company has completed the installation of the initial pipeline, the aforesaid parcel(s) shall be restricted to the following:

That portion of the said lands of Grantor above described lying between lines parallel to and situate fifteen (15) feet to the north and twenty (20) feet to the south (going in a general westerly direction through the State of Oregon) measured at right angles from the center line (or tangent thereof if a curve) of the initial pipe as actually laid by Pacific Gas Transmission Company across the said lands of Grantor, or adjacent thereto if the initial pipe is not actually laid on the said lands of the Grantor, such parallel line or lines being extended to the boundary lines of the said lands so as to enclose the right-of-way and easement, said right-of-way and easement shall not exceed thirty-five (35) feet in width.

The true and accurate position of such fibre optic cable and conduit is more completely detailed in the plans and construction data of said project and are subject to all the terms, conditions and specifications stated in said PGT Right-of-Way Agreement.

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 judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county

Accepted by [Signature] Manager Right-of-Way Operations

US WEST COMMUNICATIONS INC.
RIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

95 219186 6559

where the property is located.

In witness whereof the undersigned has executed this instrument this 8 day of SEP, 1995

Witness:

Harcel Ross

BY:

Alden B. Glidden

Alden B. Glidden

Starla L. Glidden

Starla L. Glidden

State of Oregon)

ss

County of Klamath)

On this day personally appeared before me Alden B. Glidden and Starla L. Glidden known to me to be the individuals who executed the foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 9th day of Sept., 1995.



Notary Public in and for the State of OREGON

Residing at Klamath County

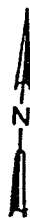
My Commission expires:

3-3-99

RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS INC
FIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

KLAMATH COUNTY, OREGON
SEC.30, T-39-S, R-7-E

6550



RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS INC
RIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

1459'

35'

1548

Alden B. & Starla L. Glidden
APN: 390703000-00300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. West Communications the 12th day
of March A.D., 19 96 at 11:11 o'clock AM., and duly recorded in Vol. M96
of Deeds on Page 6558

FEE \$20.00

Bernetha G. Letsch, County Clerk

By *[Signature]*