

49270

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INDEX PAGE FOR DOCUMENT RECORDING
PLACE RECORDING STAMP/SEAL
IN SPACE PROVIDED AT RIGHT.

After recording, return document to:

McCleery & Associates
3180 Cheltenham Way
Medford, OR 97504

97 NOV 28 AM 1:18

EASEMENT

DOCUMENT REFERENCE NUMBER:

GRANTOR NAME(S): Leona L. Sexton and Lavonne A. Strunk, a/k/a Lavonne A. Simmons
7606 Booth Road
Klamath Falls, OR 97603

GRANTEE: U S WEST Communications, Inc.
8021 SW Capitol Hill Road
Portland, OR 97219

ABBREVIATED LEGAL DESCRIPTION (Lot, Block, Plat name, Section, Township, Range):

Lot 8, Emmett Tracts, Klamath County, Oregon, also the Easterly 30 feet of vacated road adjoining said lot. (Tax Lot 39S10E07-1000).
Section 7, T39South, R10East, Klamath County, Oregon.
Complete legal description is on EASEMENT document.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

(State of Washington Requirement)

Page 1 of 6 pages.

22
35

RECORDING INFORMATION ABOVE

R/W# _____

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of Mutual Benefits Dollars (\$ _____) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 8021 SW Capitol Hill Road, Portland, Oregon 97219 its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas facilities and appurtenances, from time to time as Grantee may require upon, over, under and across the following described land, situated in the County of Klamath, State of Oregon, which the Grantor owns or in which the Grantor has any interest, to wit:

(See Exhibit "A" attached hereto and by this reference made a part hereof.)

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land adjacent to said easement.

(2) The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

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.

RECORDING INFORMATION ABOVE

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.

Dated this 7th day of NOVEMBER, 19 97.

Leona L. Sexton
Grantor - Leona Sexton

Co owner

Lavonne A. Strunk
Grantor Lavonne A. Strunk
a/k/a Lavonne Anne Simmons

Grantor

Grantor

(Official name of company or Corporation)

By _____
Its _____

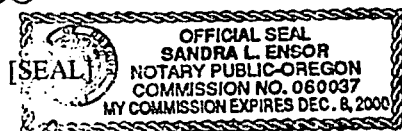
Attest _____
Secretary of Corporation

(Individual Acknowledgment)

STATE OF OREGON }
COUNTY OF KLAMATH } ss

This instrument was acknowledged before me on November 7, 19 97, by

Sandra L. Ensor Leona L. Sexton



Sandra L. Ensor
Notary Public

My commission expires: 12/8/2000

(Corporate Acknowledgment)

STATE OF OREGON }
COUNTY OF _____ }

This instrument was acknowledged before me on _____, 19 _____, by

as _____ of _____

[SEAL]

Notary Public
My commission expires: _____

R/W # _____ Job # 72 RK 667
Exchange _____ County Klamath
1/4 Section SW Section 7 Township 39 South Range 10 East

38986

EXHIBIT "A"

A 5 foot wide strip with the cable as placed as centerline following the Easterly line of the following described property: Lot 8, Emmett Tracts, Klamath County, Oregon, also the Easterly 30 feet of vacated road adjoining said lot. (Tax Lot #39S10E07-1000)

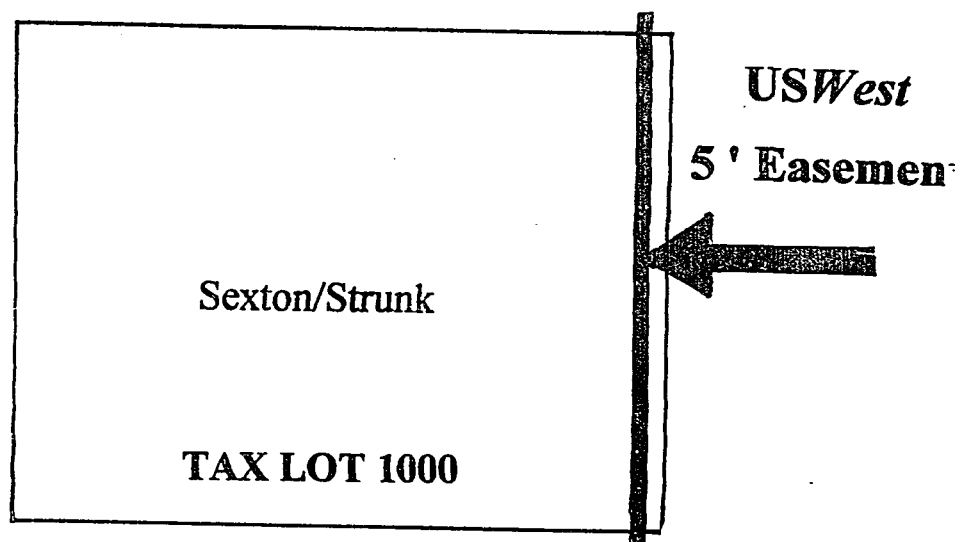
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EXHIBIT "B"

N

BOOTH ROAD



Plat of USWest Easement Job #72RK667 Booth Road, Klamath Falls, OR
Sec 7, T39S, R10E, WM Tax Lot 3910E07-1000 Klamath County, Oregon
Prepared by: McCleery & Associates Medford, OR 10/27/97

-5

97-42615

38988

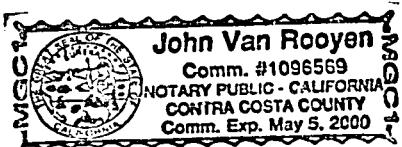
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of CONTRA COSTA

On 11/01/97 before me, **JOHN VANROOYEN, NOTARY PUBLIC,**personally appeared LAVONNE A. STRUNK

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☒ Individual
☐ Corporate Officer

EASEMENT AGREEMENT
 Title or Type of Document

- ☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-in Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Jackson County, Oregon
 Recorded
 OFFICIAL RECORDS

Number of Pages

NOV 12 1997

COUNTY CLERK

Date of Document

SIGNER IS REPRESENTING:

 Signer(s) other than Named Above

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of McCleery & Associates the 28th day
 of November A.D., 19 97 at 11:18 o'clock A.M., and duly recorded in Vol. M97
 of Deeds on Page 38983

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Kathleen Rose