

63597

'98 JUL 29 P1:38

Vol. 1198 Page 27806

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

After recording, return document to:

FIBERNET
10150 S.W. Nimbus Ave.
Suite E-4
Portland, Oregon 97223

EASEMENT

DOCUMENT REFERENCE NUMBER: 98162020R

GRANTOR NAME(S): Theodore B. DeVore and Karen L. DeVore

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

ABBREVIATED LEGAL DESCRIPTION (Lot, Block, Plat name, Section,
Township, Range): Sec. 11 T. 39S. R. 8 E. WM. Tax Lot 2102

Complete legal description is on EASEMENT document.

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

(State of Washington Requirement)

Page 1 of _____ pages.

30-

RECORDING INFORMATION ABOVE

R/W # 9816202OR

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of One Thousand -----
-----Dollars (\$ 1000.00) and other good and valuable
consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto
US WEST Communications Inc., a Colorado corporation, hereinafter referred to as "Grantee"
whose address is 700 W Mineral, Littleton Colorado 80120, its successors, assigns, lessees,
licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to,
operate, maintain and remove such telecommunication 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: Section 11 Township 39 South, Range 8 East WM.
Tax Lot 2102

SEE EXHIBIT A&B 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 ----- feet wide on
the -----side of, and a strip of land -----feet wide on the -----side of
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 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.

Page 1 of 2 JSD
K.R.D
Initial

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 country where the property is located.

Dated X 09 day of JUNE 19 98

Sheldore B. DeVore
Grantor

(Official name of company or corporation)

Karen D. DeVore
Grantor

By _____
Its _____

Grantor

Attest _____
Secretary of Corporation

Grantor

(Individual Acknowledgment)

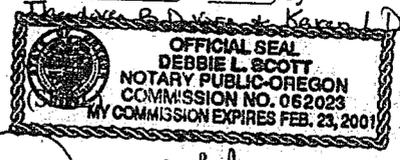
(Corporate Acknowledgment)

STATE OF OREGON }
COUNTY OF Klamath }ss

STATE OF OREGON }
COUNTY OF _____ }ss

This instrument was acknowledged before me on June 9, 1998, by Sheldore B. DeVore & Karen D. DeVore

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



as _____ of _____

(SEAL)

Debbie L. Scott
Notary Public
My commission expires: Feb 23 2001

Notary Public
My commission expires: _____

R/W # 98162020R Job # 62RC934
Exchange Klamath Falls County Klamath
1/4 Section _____ Section 11 Township 39S Range 8W

EXHIBIT "A"

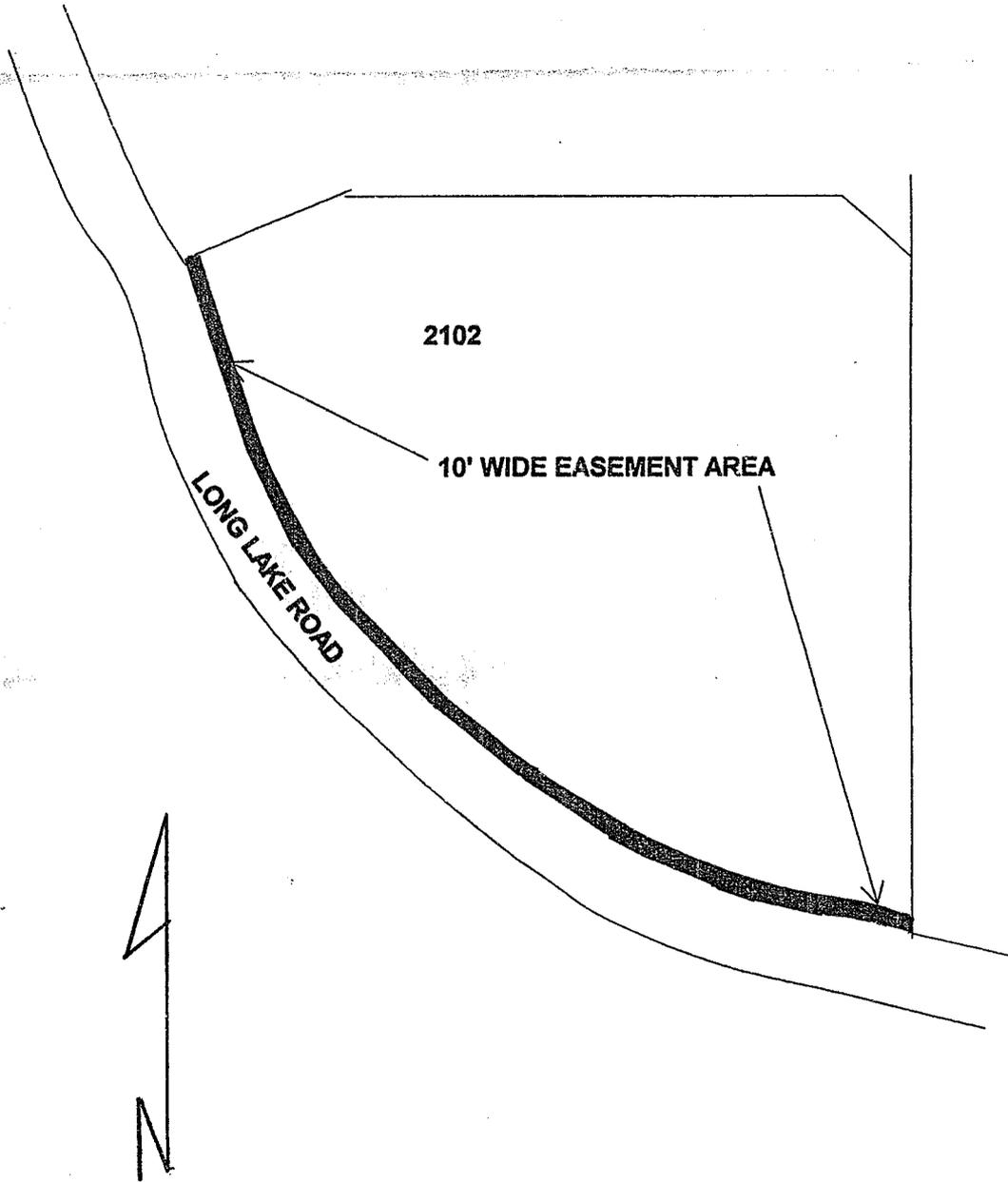
A STRIP OF LAND LOCATED IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 8 WEST OF WILLAMETTE MERIDIAN KLAMATH COUNTY OREGON THAT IS A PART OF THAT CERTAIN PROPERTY CONVEYED TO TED B. AND KAREN L. DEVORE BY INSTRUMENT RECORDED IN VOLUME M89, PAGE 23470 KLAMATH COUNTY OFFICIAL RECORDS. SAID STRIP OF LAND FURTHER DESCRIBED AS FOLLOWS:

A TEN (10) FOOT STRIP OF LAND ALONG THE SOUTHWESTERN BOUNDARY OF THE ABOVE DESCRIBED PROPERTY FEATURING "AS PLACED" TELEPHONE CABLE AS THE CENTERLINE. THE GENERAL ATTRIBUTES OF SAID STRIP OF LAND EASEMENT DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "B"

USW JOB# 62RC934

SEC. 11, T.39S. R.8E. WM.



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Fibernet the 29th day
 of July A.D., 19 98 at 1:38 o'clock P. M., and duly recorded in Vol. M98
 of Deeds on Page 27806.

FEE \$30.00

By Kathleen Rose
 Bernetha G. Letsch, County Clerk