

75046

Vol. 1499 Page 5143

99 FEB 23 P3:00

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 23rd day of February 1998
 by and between Schwartz Family Trust
 hereinafter called the first party, and PTI Communications
 hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in _____
 County, State of Oregon, to-wit:

Said property generally located in The East Half (E 1/2)
 of Section 2, Township 36 South, Range 14 East of the
 Willamette Meridian, and more specifically described in
 Volume M93, Page 10923, in the Official Records of
 Klamath County.

Assessor's Map No. 36 14 & Index Tax Parcel No. 500

and
 property generally located in the Southeast Quarter SE 1/4
 of Section 35, Township 35 South, Range 14 East of the
 Willamette Meridian, and more specifically described in
 Volume 93, Page 10923, in the Official Records of
 Klamath County.

Assessor's Map No. 35 14 35 Tax Parcel No. 1501

and has the unrestricted right to grant the easements hereinafter described relative to the real estate:

The first party does hereby grant, assign and set over to the second party

Together with the right of access to the right of way from
 adjacent lands of Grantor for all activities in connection with the
 purposes for which this easement has been granted; and together with
 the present and (without payment therefor) the future right to keep
 the right of way and adjacent lands clear of all brush, trees,
 timber, structures and other hazards which might endanger Grantee's
 facilities or impede Grantee's activities.

(Insert here a full description of the nature and type of the easement granted to the second party.)

- OVER -

AGREEMENT FOR EASEMENT

BETWEEN

Schwartz Family Trust

AND

PTI Communications

After recording return to (Name, Address, City)

Dirk TibbetsP.O. Box 30Lakeview Ore 97630SPACE RESERVED
FOR
RECORDING USE

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument
 was received for record on the _____ day
 of _____ 19____
 at _____ o'clock _____ M. and recorded
 in book/reel/volume No. _____ on
 page _____ of ss. 100/150/Instru-
 ment/micronfilm/television No. _____
 Record of _____
 of said county.

Witness my hand and seal of
 County affixed.

By _____ Title _____
 Deputy

After recording return to
 Central Title
 Engineering Department
 P.O. Box 357
 Lebanon, OR 97355

606 ALVARO PINTADO 3-288
 SOLVING CT 93463

FEB 23 P3:00

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

The easement described above shall continue for a period of indefinite always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows: Existing power poles of Pacific Power

and second party's right of way shall be parallel with the center line and not more than 10 feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinafter written.

Donald R. Schwartz, Trustee
Julia A. Schwartz, Trustee

First Party
STATE OF OREGON, CALIFORNIA
County of Clatsop

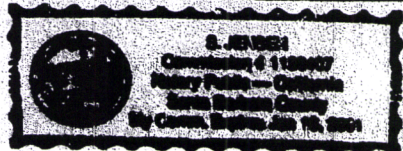
Second Party
STATE OF OREGON,
County of _____

This instrument was acknowledged before me on
FEB 23, 1998, by Donald R. Schwartz, Trustee and
Julia A. Schwartz, Trustee

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

[Signature]
Notary Public for Oregon
My commission expires 1-18-2001

Notary Public for Oregon
My commission expires _____



STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Century Tel the 23rd day
of February A.D., 1999 at 3:00 o'clock P. M., and duly recorded in Vol. M99
of Deeds on Page 6149

FEE \$15.00 Linda Smith, County Clerk

by Kathleen Ross