

75049

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 1999, by and between James Haxby & L. Grace Jacobs, 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 Northwest Quarter NW 1/4 of The Northeast Quarter NE 1/4 of Section 11 Township 36 South Range 14 East of the Willamette Meridian and more specifically described in Volume M76 Page 6155 of the Official Records of Clatsop County.

Assessor's Map No. 06 14 11 Tax Parcel No. 200

AND HAS THE UNDERSIGNED WANTS TO GRANT the easements hereinafter described relative to the said estate

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

Together with the right of access to the right of way, right of adjacent lands of Section 11 for all activities in connection with the purposes for which this easement has been granted; and intended to be present and without payment therefor the right of way and the right of way and adjacent lands clear of all other trees, bushes, structures and other buildings which might encumber, obstruct, facilities or impede grantee's activities.

Witness here a full recitation of the nature and type of the easement granted to the second party

AGREEMENT FOR EASEMENT

BETWEEN

James Haxby & L. Grace Jacobs

AND

PTI Communications

After recording return to (Mason, Lawrence, 201)

Dirk TibbetsP.O. Box 30Lakeview, Ore 97630

WITNESSETH
FOR
RECORDED USE

STATE OF OREGON

County of _____

_____ was received by me on the _____ day of _____, 1999

at _____ o'clock _____ M. and recorded

in book _____ volume _____ of

page _____ of the _____

more _____

Record of _____

of said County

County of _____

By _____

After recording return to:
CenturyTel
Engineering Department
P O Box 337
Lebanon, OR 97355

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.

no tree of over 12" diameter to be removed without permission, indefinite

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 not 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 2 feet distant from either side thereof.

This agreement shall bind and run 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 testimony whereof, where the contract is required, the parties have signed the same and all legal and equitable 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 at this day and year first hereinabove written.

James D. Hoxby
JAMES D. HOXBLY
First Party

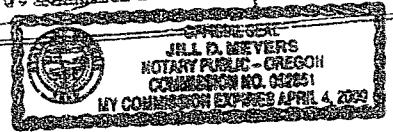
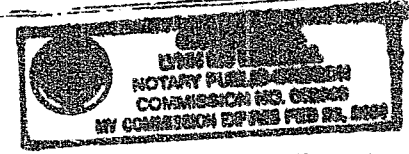
Grace Jacobs
GRACE JACOBS
Second Party

STATE OF OREGON Multnomah
County of Multnomah
This instrument was acknowledged before me on August 7th 1998 by JAMES HOXBLY

STATE OF OREGON Lane
County of Lane
This instrument was acknowledged before me on July 30th 1998 by Grace Jacobs

[Signature]
Notary Public for Oregon
My commission expires 2-23-01

[Signature]
Notary Public for Oregon
My commission expires April 7 2000



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of CenturyTel the 23rd day of February A.D. 1999 at 3:01 o'clock PM and duly recorded in Vol. M99 on Page 6155

Fee \$15.00

Kathleen Ross