

NN

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SIV

EASEMENT

STATE OF OREGON,

1

02 APR 5 PM 12:03

Between

Franks & Juliana Diaz

And

Century Tel

SPACE RESERVED
FOR
RECORDER'S USE

After recording, return to (Name, Address, Zip):

Franks Diaz

P.O. Box 109

Malin OR 97632

State of Oregon, County of Klamath

Recorded 04/05/2002 12:03 P m.

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Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

Deputy.

THIS AGREEMENT made and entered into on April 5, 2002, by and between Franks & Juliana Diaz hereinafter called the first party, and Century Tel hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit: generally located in Tract Par 2 of Lp #59-58 Section 28, Township 40, Range 11E, of The Willamette meridian, and more specifically described in Volume M0045 page 775 in the Official Records of Klamath County.

Assessor's Map No. R 4011-02800 Tax Parcel No. 100

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ 0 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

a 20 feet in width and 889 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Telephone line distribution.

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

(OVER)

26 CA



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.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be 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:

10' SOUTH OF NORTH PROPERTY boundary

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

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☒ the first party; ☐ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for _____% and the second party responsible for _____. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, 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 the day and year first written above.

Frank Diaz

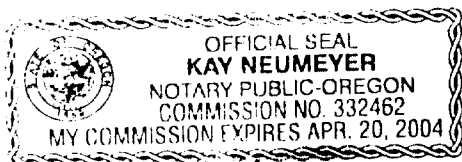
Juliana Diaz

FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on April 5, 2002,
by Frank Diaz and Juliana Diaz

This instrument was acknowledged before me on _____,
by _____,
as _____,
of _____



Kay Neumeier
Notary Public for Oregon

My commission expires April 20, 2004

SECOND PARTY

STATE OF OREGON, County of _____ ss.

This instrument was acknowledged before me on _____,
by _____

This instrument was acknowledged before me on _____,
by _____,
as _____,
of _____

Notary Public for Oregon

My commission expires _____