

21

2006-021175

Klamath County, Oregon

AFTER RECORDING, RETURN TO:

Affiliated Land Services, Inc.
P.O. Box 17035
Salem, OR 97305

FOR RECORD



00006870200600211750010013

10/23/2006 08:53:53 AM

Fee: \$21.00

AERIAL COMMUNICATIONS
RIGHT-OF-WAY EASEMENT

CHEMULT COMMUNITY CENTER (hereinafter referred to as Grantor), hereby grants to CENTURYTEL OF EASTERN OREGON, INC., dba CENTURYTEL, its successors and assigns, (hereinafter referred to as the Company), a perpetual non-exclusive easement and right to construct and maintain aerial telephone and communications facilities, together with all necessary poles, anchors, guys, wires and fixtures incidental thereto, over, under, upon and across the following described property:

A strip of land five (5) feet in width, the centerline of said strip being contiguous to the centerline traverse of a Northerly-Southerly aerial power utility pole line, as it exists on the date of this easement grant, located in a parcel of land situated in the SW¼ Section 21, T.27S., R.8E., W.M., said parcel being more particularly described in that Warranty Deed recorded January 20, 1983 in Volume M83 at Page 1158 of Klamath County Deed Records,

situated in the County of Klamath, State of Oregon, together with such additional adjacent area as may be reasonably required by the Company for placement and maintenance of down-guys and anchors supporting the Company's telephone and communications facilities placed hereunder, it being understood that all aerial cable facilities authorized hereunder shall be attached to existing power utility poles, or replacements thereof.

It is agreed that the Company, its successors and assigns, shall have access to said premises for the purposes stated, and shall be responsible for any damage to said premises by reason of any negligence on the part of said Company's employees while placing and maintaining construction, provided, however, that the Company shall have the right to clear and keep cleared trees or other obstructions which may interfere or threaten to interfere with the exercise of the Company's rights granted hereunder, and shall otherwise restore said property, as nearly as reasonably possible, to prior or better condition in a workmanlike manner.

Dated: 10-1-06

Chemult Community Center,

by: Debbie Floden

Title: Treasurer

by: Tanna King

Title: Secretary

by: Raymond A. Wilson

Title: President

STATE OF Oregon)

COUNTY OF Klamath)

ss.

BE IT REMEMBERED, That on this 1st day of October, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Raymond A. Wilson, Debbie Floden and Tanna King, the person(s) who signed as authorized Board Members of CHEMULT COMMUNITY CENTER, the entity that executed the within instrument and acknowledged to me that, by his/her/their signature(s) therein, CHEMULT COMMUNITY CENTER executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Oregon
My Commission expires: 3-11-07