

2006-021885
Klamath County, Oregon



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11/01/2006 09:30:11 AM

Fee: \$76.00

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate - M/S 231
15900 SE Eastgate Way
Bellevue, WA 98008

Space above this line is for Recorder's use.

Memorandum of Easement

Grantor: Jeffrey R. Wood

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: Klamath County, State of Oregon
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 4011-02400-00803-00

Reference # (if applicable): N/A

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ORIGINAL

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("**Easement**") is dated as of the 19th day of Oct, 2006, by Jeffrey R. Wood (hereinafter collectively "**Grantor**") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, (hereinafter "**Grantee**").

WHEREAS, Grantor is the owner of certain real property in Klamath County, Oregon, legally described in **Exhibit "A"** attached hereto (the "**Property**").

WHEREAS, Grantee is the owner of a leasehold estate pursuant to an agreement dated, (the "**Lease**") in certain real property adjacent to the Property and legally described in **Exhibit "B"** attached hereto (the "**Leased Premises**").

WHEREAS, Grantee intends to build and maintain a telecommunications facility on the Leased Premises.

WHEREAS, Grantor has agreed to convey to Grantee an easement over, under and across the Property (the "**Easement Area**") the legal description of which is attached hereto as **Exhibit "C"**.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

1. **Grant of Easement**. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement over, under and across the Easement Area for the purposes of ingress and egress and for constructing, operating, repairing and replacing utility lines, cables and conduits to and from the Leased Premises.

Each party shall utilize its estate in a manner which will minimize interference with the other party's use of its estate.

Upon completion of construction, Grantee shall restore the Easement Area to substantially its pre-existing condition.

2. **No Permanent Structures**. Grantor hereby covenants for and on behalf of itself, its heirs, successors or assigns, that neither it, nor any of them, shall construct or permit to be constructed, any building or any other permanent structure within the Easement Area, or make any permanent excavation, or permit any permanent excavation to be made within the Easement Area.
3. **Term**. The easement, rights, and privileges herein granted shall be for a term coinciding with the term of the Lease, including any renewals thereof, and shall, without any further action on the part of Grantor or Grantee, terminate immediately upon the termination of said Lease. Upon termination of this Easement for any reason, at Grantor's request Grantee shall

execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of the County.

4. **Termination for Default.** Upon Grantee's default hereunder, Grantor shall deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor's written notice of termination.
5. **Indemnification.** Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents. Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Grantor or its agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or its agents.
6. **Insurance.** Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers' Compensation Insurance as required by law. Grantee will name the Grantor as an additional insured under its commercial general liability policy. Notwithstanding anything in this Easement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of this Easement, Grantor and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.
7. **Assignment.** Grantee may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Easement in connection with any assignment of the Lease, or sublease or license of all or a portion of the Leased Premises, without Grantor's consent. Grantee shall be released from its obligations hereunder only with the prior written consent of Grantor.
8. **Dominant and Servient Tenements.** This Easement is granted for the benefit of the Leased Premises, and is appurtenant to the Leased Premises. The Leased Premises are the dominant tenement and the Property is the servient tenement.
9. **Entire Agreement.** This Easement constitutes the entire agreement between Grantor and

Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.

10. **Binding Effect** This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
11. **Amendments**. Any modification or other termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.
12. **Recording**. Grantor agrees to execute a Memorandum of this Easement, and any amended Memorandum of Easement reflecting any material modifications to this Easement, which Grantee may record in the office of the County Clerk of **Klamath** County, **Oregon**.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

GRANTOR:

Jeffrey R. Wood

By: Jeffrey R. Wood

Jeffrey R. Wood

Date: 9-27-06

Tax I.D.#: 542-09-1440

GRANTEE:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: Keith A. Surratt

Name: Keith A. Surratt

Title: West Area Vice President - Network

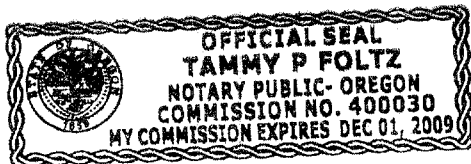
Date: 10/19/06

GRANTOR ACKNOWLEDGEMENT

STATE OF) Oregon
) ss.
COUNTY OF) Klamath

On this 28 day of April, 2006 before me, a Notary Public in and for the State of Oregon, personally appeared Jeffrey R. Wood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

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



Tammy P. Foltz
NOTARY PUBLIC in and for the State of Oregon,
residing at Klamath Falls, Oregon
My appointment expires Dec. 01, 2009
Print Name Tammy P. Foltz

GRANTEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of October, 2006 before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Janet Loeb
Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

EXHIBIT "A"

The "Property"

Property Address:

State: **Oregon**

County: **Klamath**

City:

Parcel Number: 4011-02400-00803-000

Legal Description (if available) :

Parcel 2 of Land Partition 8-01, said Land Partition being situated in Sections 23 and 24, the NW1/4 of Section 25, and the N1/2 of Section 26, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 4011-02400-00803-000

Key No: 888521

EXHIBIT "B"

The "Leased Premises"

Property Address:

State: Oregon

County: Klamath

City:

Parcel Number:

LEASE PREMISES:

BEING A LEASE FOR A TELECOMMUNICATIONS FACILITY LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 1181.5 FEET SOUTH AND 725.5 FEET EAST FROM THE 1989 BRASS CAP MARKING THE NORTHWEST CORNER OF SECTION 23, T40S, R11E, W.M.:

**THENCE N 58°58'40" E, 108.16 FEET TO A POINT;
THENCE S 30°01'20" E, 215.00 FEET TO A POINT;
THENCE S 58°58'40" W, 208.71 FEET TO A POINT;
THENCE N 30°01'20" W, 170.00 FEET TO A POINT;
THENCE N 38°17'07" E, 111.98 FEET TO THE POINT
OF BEGINNING, CONTAINING 42,565 SQUARE FEET,
ALL BEING IN KLAMATH COUNTY, OREGON.**

**BASIS OF BEARING AND DESCRIPTION PER OREGON
SOUTH ZONE NAD 1983 STATE PLANE GRID.**

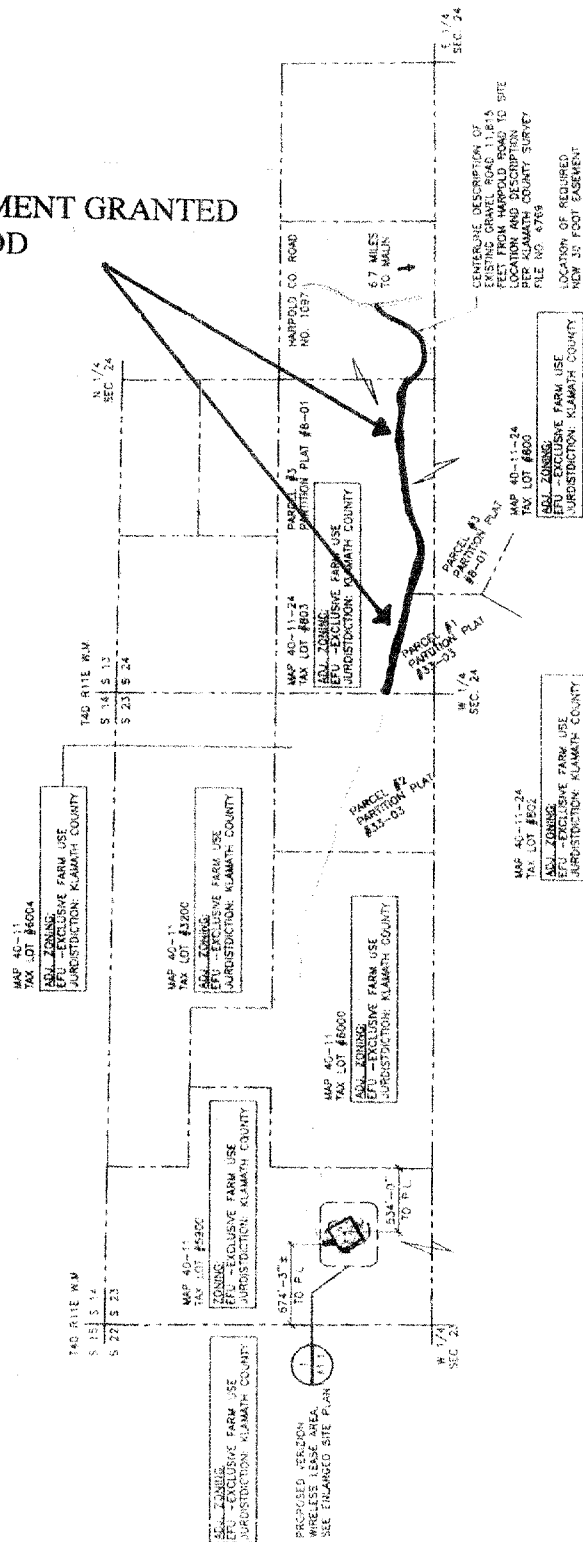


EXHIBIT "C" - 1

Easement Area

ACCESS AND UTILITY EASEMENT DESCRIPTION:

A STRIP OF LAND 30 FEET IN WIDTH FOR AN ACCESS AND UTILITY EASEMENT, 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE CENTERLINE OF HARPOLD ROAD, KLAMATH COUNTY ROAD 1097, SAID POINT BEING NORTH 513.63 FEET AND EAST 3268.02 FEET EAST FROM THE WEST ONE QUARTER CORNER OF SECTION 24, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, ALWAYS BY AND ALONG THE EXISTING GRAVEL ROAD, AS COMMONLY TRAVELED, AND FURTHER DESCRIBED AS FOLLOWS: SPECIFICALLY FOR THE AREA NOTED AS MAP 40-11-24 TAX LOT 803 FROM THE DESCRIPTION BELOW

THENCE S 63°10'18" W, 62.72 FEET TO A POINT;
THENCE S 18°08'33" W, 77.51 FEET TO A POINT;
THENCE S 28°14'15" W, 244.73 FEET TO A POINT;
THENCE S 34°41'54" W, 136.11 FEET TO A POINT;
THENCE S 52°50'36" W, 83.77 FEET TO A POINT;
THENCE S 89°16'06" W, 70.19 FEET TO A POINT;
THENCE N 61°13'09" W, 91.27 FEET TO A POINT;
THENCE N 46°57'18" W, 170.59 FEET TO A POINT;
THENCE N 65°54'24" W, 206.58 FEET TO A POINT;
THENCE S 86°51'12" W, 176.52 FEET TO A POINT;
THENCE N 88°44'54" W, 173.66 FEET TO A POINT;
THENCE S 84°42'00" W, 139.27 FEET TO A POINT;
THENCE S 87°32'36" W, 218.26 FEET TO A POINT;
THENCE S 75°49'48" W, 236.03 FEET TO A POINT;
THENCE S 68°25'45" W, 174.08 FEET TO A POINT;
THENCE S 78°33'39" W, 114.73 FEET TO A POINT;
THENCE S 87°37'30" W, 119.36 FEET TO A POINT;
THENCE N 78°37'48" W, 113.54 FEET TO A POINT;
THENCE N 71°03'39" W, 307.67 FEET TO A POINT;
THENCE N 77°41'03" W, 307.56 FEET TO A POINT;
THENCE N 74°26'39" W, 225.67 FEET TO A POINT;
THENCE N 79°19'33" W, 478.41 FEET TO A POINT;
THENCE N 69°17'03" W, 179.11 FEET TO A POINT;
THENCE N 59°07'42" W, 180.07 FEET TO A POINT;
THENCE N 65°26'36" W, 489.47 FEET TO A POINT;
THENCE N 86°19'24" W, 195.75 FEET TO A POINT;
THENCE N 70°12'03" W, 433.38 FEET TO A POINT;

THENCE N 66°25'09" W, 345.51 FEET TO A POINT;
THENCE N 79°50'45" W, 101.22 FEET TO A POINT;
THENCE S 80°23'09" W, 218.82 FEET TO A POINT;
THENCE N 84°21'51" W, 159.19 FEET TO A POINT;
THENCE N 39°42'21" W, 136.00 FEET TO A POINT;
THENCE N 34°04'33" W, 168.55 FEET TO A POINT;
THENCE N 39°22'48" W, 103.98 FEET TO A POINT;
THENCE N 44°06'18" W, 158.51 FEET TO A POINT;
THENCE N 53°23'27" W, 134.87 FEET TO A POINT;
THENCE N 73°07'42" W, 180.83 FEET TO A POINT;
THENCE N 55°42'36" W, 253.62 FEET TO A POINT;
THENCE N 63°12'45" W, 98.62 FEET TO A POINT;
THENCE N 53°27'24" W, 232.01 FEET TO A POINT;
THENCE N 71°14'36" W, 98.62 FEET TO A POINT;
THENCE N 59°54'21" W, 172.41 FEET TO A POINT;
THENCE N 64°44'00" W, 162.73 FEET TO A POINT;
THENCE N 54°37'06" W, 80.15 FEET TO A POINT;
THENCE N 61°31'27" W, 141.19 FEET TO A POINT;
THENCE N 55°04'27" W, 91.21 FEET TO A POINT;
THENCE N 52°38'42" W, 125.70 FEET TO A POINT;
THENCE N 58°41'06" W, 64.63 FEET TO A POINT;
THENCE N 73°01'33" W, 66.49 FEET TO A POINT;
THENCE N 84°22'48" W, 67.14 FEET TO A POINT;
THENCE S 20°19'03" E, 89.82 FEET TO A POINT;
THENCE S 45°19'03" E, 71.97 FEET TO A POINT;
THENCE S 35°44'33" E, 154.19 FEET TO A POINT;
THENCE S 27°49'12" E, 127.95 FEET TO A POINT;
THENCE S 33°36'03" E, 215.82 FEET TO A POINT;
THENCE S 41°07'09" E, 147.96 FEET TO A POINT;
THENCE S 36°03'57" E, 92.82 FEET TO A POINT;
THENCE S 53°26'06" E, 76.14 FEET TO A POINT;
THENCE S 68°51'06" E, 105.16 FEET TO A POINT;
THENCE S 48°21'06" E, 68.00 FEET TO A POINT;
THENCE S 24°30'36" E, 121.78 FEET TO A POINT;
THENCE S 36°52'48" E, 138.82 FEET TO A POINT;
THENCE S 27°56'18" E, 114.75 FEET TO A POINT;
THENCE S 09°51'42" E, 67.65 FEET TO A POINT;
THENCE S 00°02'23" E, 74.62 FEET TO A POINT;
THENCE S 17°58'04" W, 86.97 FEET TO A POINT;
THENCE S 23°59'22" W, 80.81 FEET TO A POINT;
THENCE S 28°03'37" W, 104.78 FEET TO A POINT;
THENCE S 59°43'22" W, 60.68 FEET TO A POINT;
THENCE S 87°28'22" W, 109.55 FEET TO A POINT;
THENCE N 52°23'53" W, 57.33 FEET TO A POINT;

THENCE N 71°33'44" W, 57.97 FEET TO A POINT;
THENCE S 82°37'52" W, 81.18 FEET TO A POINT;
THENCE N 87°04'44" W, 49.44 FEET TO A POINT;
THENCE S 75°26'40" W, 49.25 FEET TO A POINT;
THENCE N 70°34'35" W, 53.72 FEET TO A POINT;
THENCE N 30°36'20" W, 69.70 FEET TO A POINT;
THENCE N 63°46'29" W, 109.95 FEET TO A POINT;
THENCE N 80°20'59" W, 75.26 FEET TO A POINT;
THENCE S 43°25'25" W, 107.31 FEET TO A POINT;
THENCE S 78°46'25" W, 84.81 FEET TO A POINT;
THENCE S 57°51'40" W, 66.72 FEET TO A POINT;
THENCE S 14°25'10" W, 48.96 FEET TO A POINT;
THENCE S 30°01'20" E, 69.59 FEET TO A POINT,
MORE OR LESS, TO THE NORTHERLY BOUNDARY OF AN EXISTING
TELECOMMUNICATIONS COMPOUND. THE BOUNDARIES OF SAID EASEMENT
BEING EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO
TERMINATE ON THE BOUNDARIES OF THE GRANTOR.

BASIS OF BEARING AND DESCRIPTION PER 1989 KLAMATH COUNTY, OREGON
SURVEY #4769.