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2009-009687
Klamath County, Oregon



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RETURN TO:
Michael P. Rudd
Brandsness, Brandsness & Rudd P.C.
411 Pine Street
Klamath Falls, OR 97601

EASEMENT

THIS AGREEMENT, made and entered into this 7th day of July 2009, by and between Capstone Development, LLC, an Oregon limited liability company, hereinafter called Grantor, and Cal-Ore Communications Inc., a California corporation hereinafter called Grantee:

W I T N E S S E T H

WHEREAS, Grantor has the unrestricted right to grant the easement hereinafter described.

Grantor convey to Grantee, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as:

An easement 8 feet in width, beginning at the Southwest corner of Lot 11, continuing along the most northwest property line of Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Block 3 of the Hollister Addition, and ending at the Northwest corner of Lot 20. SW $\frac{1}{4}$ Section 32, Township 38 South, Range 9 East Willamette Meridian.

The terms of this easement are as follows:

1. Grantee, their agents, independent contractors and invitees shall use the easement to construct, use, maintain, operate, alter, add to, repair, replace and/or remove an underground conduit, cables and wires for the transmission of electric and light energy for communication purposes.

2. Grantor reserves the right to use and maintain the property upon which the easement is located and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantors reserve the right to relocate the easement at any time and in such case shall be responsible for the cost to reconstruct the conduits and appurtenances, to Grantees reasonable satisfaction, at such new location in as good or better condition as existed at the prior location. If the easement is relocated, Grantor may record an instrument indicating the relocated easement and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original easement. Such amendment of the description shall be effective whether or not signed by Grantee but Grantee shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

4. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of the easement. Grantee assumes all risks arising out of their use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

5. This easement is granted subject to all prior easements or encumbrances of record.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this ____ day of July 2009.

Donald E. Rowlett
Capstone Development, LLC
By: Donald E. Rowlett
Its: Authorized Member

Waihun Yee
Cal-Ore Communications Inc.
By: Waihun Yee
Its: CEO

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared, Donald E. Rowlett, who being duly sworn, stated he is an authorized member of Capstone Development, LLC and that said instrument was signed on behalf of said limited liability company by authority of its board members; and he acknowledged said instrument was its voluntary act and deed. Before me:



Karen A Baker
Notary public for Oregon
My commission expires: 9-20-09

STATE OF Oregon)
) ss.
County of Klamath)

Personally appeared, Waihun Yee, who being duly sworn, stated he is CEO of Cal-Ore Communications Inc. and that said instrument was signed on behalf of said company by authority of its board; and he acknowledged said instrument was its voluntary act and deed. Before me:

Barbara L Masters
Notary public for Oregon
My commission expires: 2-6-13

