

2010-005497

Klamath County, Oregon



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05/10/2010 03:25:42 PM

Fee: \$42.00

RECORDING REQUESTED BY
CAL-ORE TELEPHONE CO.

When recorded Mail to:

Cal-Ore Telephone Co.
P.O. Box 847
Dorris, CA 96023

GRANT OF EASEMENT

The GRANTOR, **Henzel Bros.**, an Oregon Partnership, hereby grants to Cal-Ore Telephone Co., a California Corporation, hereinafter referred to as GRANTEE, its successors and assigns, an easement to construct, use, maintain, operate, alter, repair, replace, and/or remove its facilities, consisting of underground conduits, manholes, cables, wires, and appurtenances, for the transmission of electric and light energy for communication purposes, in, under, across, and along that certain real property situated in the County of Klamath, State of Oregon, described as follows:

AN EASEMENT 10 FEET WIDE STARTING AT A POINT 10 FEET EAST OF THE SOUTH WEST CORNER OF PARCEL# 700 T40S R8E SEC 1, WILLAMETTE MERIDIAN, PATH DEFINED AS 5 FEET EACH SIDE OF CABLE PLACED. STARTING ON BEARING N59d 54' 43.73"E CONTINUING ON SAME BEARING FOR 106 FEET, THENCE TURNING TO BEARING N89d 36' 40.82"E FOR 915 FEET, THENCE TURNING TO BEARING N45d 51' 44.51" FOR 236 FEET TO THE CELL TOWER SITE LOCATED ON PARCEL #700 T49S R8E SEC1.

GRANTEE, its agents, independent contractors, and invitees shall use the easement to construct, use, maintain, operate, alter, and to repair, replace, and/or remove underground conduit, cables and wires for the transmission of electric and light energy for communication purposes and for no other purposes and shall have the right to remove such growth as may endanger or interfere with the use of said easement and will provide for no erosion. Should access occur, GRANTEE shall give GRANTOR 10 days prior written notice, except in cases of emergency. Such rights shall be reasonably exercised and the GRANTEE shall be liable for any damage negligently done by it to the GRANTOR'S property upon which the easement is located. GRANTEE agrees that all of its employees, agents, and independent contractors on the easement site shall be duly covered under a General Liability Insurance Policy. GRANTEE agrees not to violate any applicable State or Federal laws. Cal-Ore will supply only one entity with this Grant of Easement.

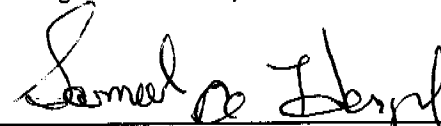
GRANTOR reserves the right to use and maintain the property upon which the easement is located and GRANTOR may grant use rights for use by third-parties. GRANTEE shall not interfere with GRANTOR'S enjoyment of the GRANTOR'S property, subject to this Grant of Easement.

GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTEE'S use of the easement. GRANTEE assumes all risk arising out of its use of the easement and GRANTOR shall have no liability to GRANTEE or others for any condition existing thereon.

IN WITNESS WHEREOF, the GRANTOR has executed this Grant of Easement on this 7 day of May, 2010

Grantor

Henzel Bros.,
An Oregon Partnership



Samuel A. Henzel
Its General Partner

STATE OF California)ss.
County of Siskiyou)

On 5/7/2010, before me, Melinda S. Hill, Notary Public, personally appeared Samuel A. Henzel Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melinda S. Hill_____

(This area for official notarial seal)

