

2013-008937

Klamath County, Oregon



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WHEN RECORDED RETURN TO:

Jack Ryan

6700 Via Austi Parkway

Las Vegas, NV 89119-3545

Mailstop: NVLEVEL-3062

DOCUMENT TITLE(S)

CABLE EASEMENT

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S): Muriel Young, successors, heirs and assigns

☐ Additional names on page _____ of document.

GRANTEE(S): CenturyTel of Eastern Oregon, Inc.,
DBA, CENTURYLINK, an Oregon Corporation

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
a portion of Parcel 3 of Land Partition 11-02, located in
the the SE 1/4 of the SW 1/4 of Sect 10, Township 39 South,

☐ Complete legal on page _____ of document. Range 1 East, W.M.

TAX PARCEL NUMBER(S): Tax Parcel 3204

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Jack Ryan
c/o CenturyLink
6700 Via Austi Parkway
Mailstop: NVLEVEL-3062
Las Vegas, NV 89119-3545

CABLE EASEMENT

This Cable Easement and the rights contained in it are granted by Muriel Young, , it's successors, heirs and assigns, ("Grantor"), whose address is PO Box 281 Bonanza, OR 97623,

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor, for itself, its successors and assigns, grants to ***CenturyTel of Eastern Oregon, Inc., CenturyLink***, its successors, assigns, lessees, licensees and agents ("Grantee"), subject to the terms stated in this Cable Easement, a perpetual easement ("Easement") to install, construct, operate, maintain, expand, replace and remove a communication system that Grantee may from time to time require consisting of underground cables and related facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in this Cable Easement, upon, over, through, under and along a parcel of land described on Exhibit "A" ("Easement Tract"), said Easement Tract being a portion of real property described on Exhibit "B" ("Property"), both exhibits being attached to and incorporated by reference into this Cable Easement.

The grant of Easement also gives to Grantee the following rights: (a) the right of reasonable ingress and egress over and across the Easement Tract, Property and any real property owned or controlled by Grantor that is adjacent to the Easement Tract or Property for the purpose of Grantee exercising the rights granted to it in this Cable Easement; (b) the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract that interfere with Grantee exercising the rights granted to it in this Cable Easement; (c) the right to permit the carry-in and attachment of the conduit, wires, cables or other such items of any other entity or person as may be required by law; and (d) at Grantee's expense, the right to bring to and place at the Easement Tract electrical or other utility service for Grantee's use, and if required by the utility, Grantor will grant a separate easement to the utility for the purpose of the utility having access to and bringing service to the Easement Tract.

Grantor will have the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted to Grantee in this Cable Easement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract that interferes with the rights granted to Grantee in this Cable Easement.

Grantor warrants that Grantor is the owner of the Easement Tract and Property and will defend title to the Easement Tract and Property against the claims of any and all persons, and that Grantor has full authority to grant this Cable Easement according to its terms. Grantor further warrants that to the best of Grantor's knowledge, the Easement Tract and

PRN 484111 - ARN 201824 - SRN 197674

Property are free from any form of contamination and contain no hazardous, toxic or dangerous substances.

Signed by Grantor this 11th day of June, 2013

GRANTOR: *Muriel Young*

Muriel Young

THE STATE OF Oregon)
COUNTY OF Klamath)

BE IT REMEMBERED, that on this 11th day of June, 2013, before me, a Notary Public in and for said County and State, came *Muriel Young*, who is known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be her act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Nancy L. Sherin
Notary Public

My appointment expires:

July 22, 2016



EXHIBIT A TO CABLE EASEMENT

DESCRIPTION OF EASEMENT TRACT

Being a two (2) foot wide by one-hundred eighty foot (180) long easement area running north and south directly adjoining the public right of way of 2nd Avenue; being a portion of parcel 2 of Land Partition 11-02, being a portion of a parcel 1 of "Land Partition 61-98" situated in the SE ¼ SW ¼ of Section 10, Township 39 South, Range 11 East, W.M., County of Klamath, State of Oregon.

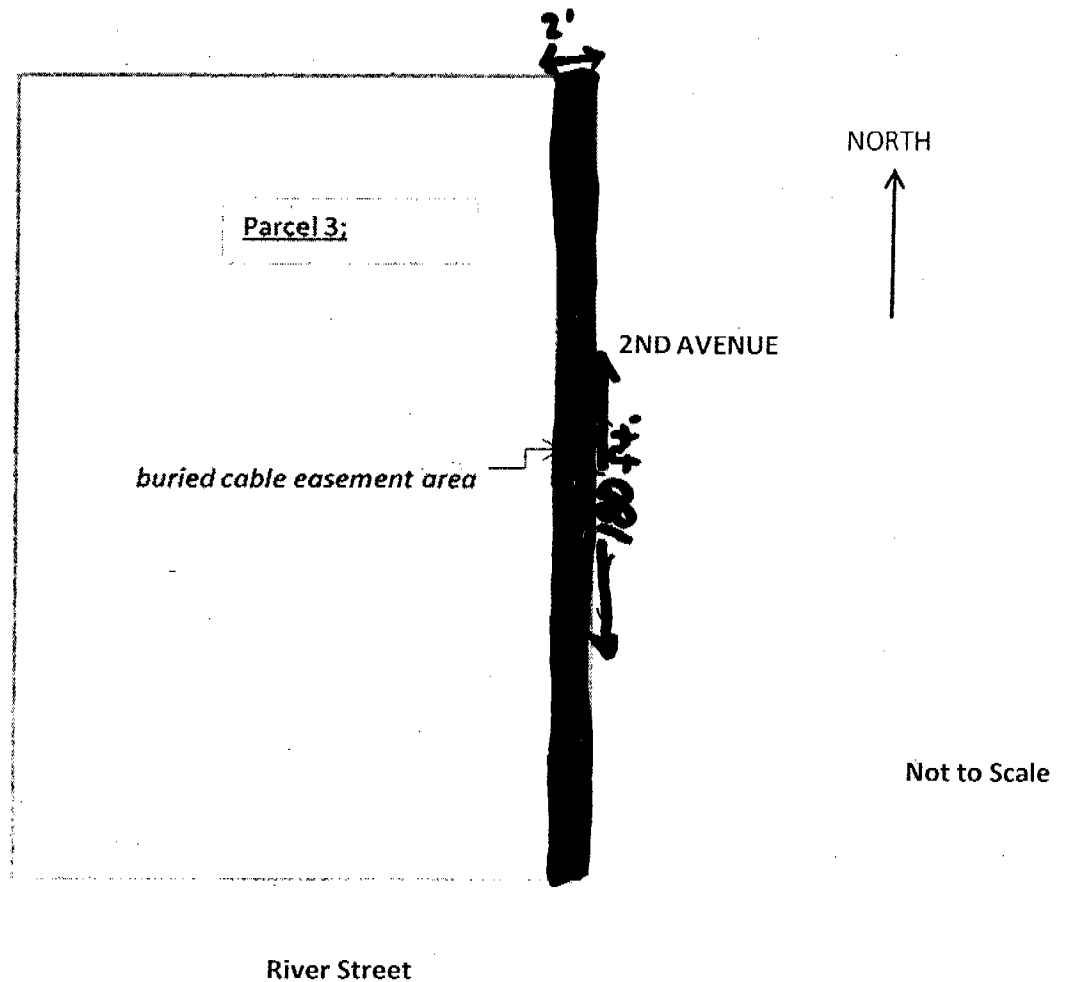


EXHIBIT B TO CABLE EASEMENT

DESCRIPTION OF PROPERTY

Being a parcel of land, containing 26,924 square feet, known as parcel 3204, Parcel 3 of Land Partition 11-02, being a portion of parcel 2 of Land Partition 11-02, being a portion of a parcel 1 of "Land Partition 61-98" situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 39 South, Range 11 East, W.M., County of Klamath, State of Oregon.