



00189352201600073630060066

07/13/2016 08:23:31 AM

Fee: \$67.00

Return to:

Charter Communications
222 NE Park Plaza Drive, Suite 231
Vancouver, WA 98684
Attn: Area Vice President

GRANT OF EASEMENT

THIS EASEMENT AGREEMENT is entered into as of March 2, 2016, by and between MICHAEL RADFORD and DONNA J. RADFORD ("Grantor"), and FALCON CABLE SYSTEMS COMPANY II, LP ("Operator").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **GRANT OF EASEMENT.** For valuable consideration in the amount of TEN THOUSAND DOLLARS (\$10,000.00), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Operator, its successors and assigns, an irrevocable, unrestricted easement to the Property or portion thereof (as defined in Section 2) for the installation, maintenance, operation, improvement, removal and repair of cable television system and other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment, towers and poles (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator's option. The easement shall include the right of ingress and egress to the Property for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator's reasonable determination, affects the normal operation of the cable system. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement.
2. **PROPERTY.** Grantor's property (the "Property") is situated in the City of Klamath Falls, County of Klamath, State of Oregon (the "Community"), with a street address of 4050 Beverly Drive. A legal description of the Property in which the easement has been granted is set forth on Exhibit A, which is attached hereto and by reference made a part hereof.
3. **REPAIR.** Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement.
4. **ASSIGNMENT.** Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.
5. **TERM.** This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant

of this easement is not conditioned upon the provision of cable communications service to the Property. Non-use or a limited use of this easement shall not prevent Operator from later making full use of the easement. This Easement Agreement may be terminated and abandoned by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities from the Property. Upon such termination and removal, Operator shall record such documents as are necessary to abandon the easement.

6. **NON-INTERFERENCE.** Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.

7. **BINDING.** The provisions and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **RECORDATION.** Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county or other local government where the Property is located.

9. **NOTICE.** All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:

(i) If to Grantor:

Michael & Donna J. Radford
4050 Beverly Drive
Klamath Falls, OR 97603

(ii) If to Operator:

Charter Communications
222 NE Park Plaza Drive, Suite 231
Vancouver, WA 98684
Attn: Area Vice President

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attn: Legal Operations


10. **FURTHER DOCUMENTS.** Grantor will execute any and all further documents which Operator reasonably requests to assure that Operator has the rights granted in this easement.

[Signature Page Follows]

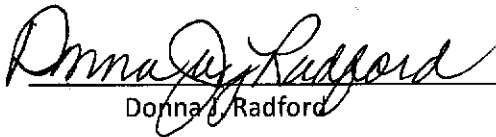
IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

GRANTOR:

MICHAEL RADFORD
DONNA J. RADFORD



Michael Radford



Donna J. Radford


OPERATOR:

FALCON CABLE SYSTEMS COMPANY II, LP

By: Charter Communications VII, LLC,

its General Partner

By: Charter Communications, Inc., its Manager

By: 

Name: Lisa Washa

Title: Regional Vice President

ACKNOWLEDGEMENTS

ACKNOWLEDGEMENT EXECUTED BY AUTHORIZED REPRESENTATIVE OF OPERATOR:

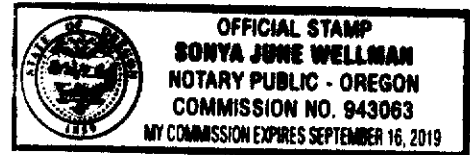
STATE OF OREGON

COUNTY OF Klamath

On March 21, 2016, before me, Sonya June Wellman, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sonya June Wellman



ACKNOWLEDGEMENT EXECUTED BY AUTHORIZED REPRESENTATIVE OF OWNER:

STATE OF OREGON

COUNTY OF Klamath

On March 21, 2016, before me, **MICHAEL RADFORD** and **DONNA J. RADFORD** personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sonya June Wellman

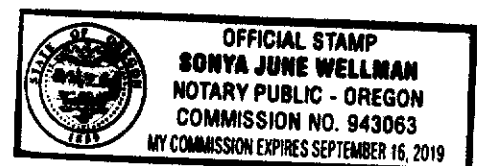


EXHIBIT A

Attached to and Forming a Part of
Easement Agreement
between

MICHAEL RADFORD and DONNA RADFORD, as Grantor
and
FALCON CABLE SYSTEMS COMPANY II, LP, as Operator

Legal Description

Klamath County
Vol 264, Page 283

Situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, T38S, R9EWM
Klamath County, Oregon

PARCEL 1

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the NorthWest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27; thence Easterly along the North line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27 to its intersection with the Westerly line of the Enterprise Irrigation District Canal; thence southwesterly along the Westerly line of the Enterprise Irrigation District Canal to its intersection with the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27; said point being North 0 degrees 21' East a distance of 281.2 feet from the iron pin marking the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27; thence Northerly along the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27 a distance of 1056.4 feet, more or less, to the point of beginning.

PARCEL 2

All that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which is West along the South line of Section 27, 1350 feet, more or less, from the Southeast corner of said Section 27, which point is the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 0 degrees 21' East 300 feet to the true point of beginning; thence continuing North 0 degrees 21' East 1020 feet, more or less, to the Noah boundary line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence West along said North line 30 feet to a point; thence South 0 degrees 21' West 1020 feet, more or less, to a point; thence East 30 feet, more or less, to the point of beginning.

ACKNOWLEDGEMENTS

ACKNOWLEDGEMENT EXECUTED BY AUTHORIZED REPRESENTATIVE OF OPERATOR:

STATE OF Wisconsin

COUNTY OF Dane

On April 14, 2016 before me, Lisa Washa, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lisa A Chesmore

