

GRANT OF EASEMENT

Sheet 2 of 2

Injuries and Damages

With respect to the exercise of Permittee of the rights granted hereof,  
Permittee Shall:

- (1) strictly observe and faithfully comply with all regulations relating to the closing of gates promulgated by Grantors;
- (2) not use the Road for any other purpose or use any other road of Grantors without written permission of landowner;
- (3) take reasonable precaution to prevent unauthorized persons from using the Road and entering Grantors or other lands by means thereof; and
- (4) bear Permittee's proportionate share of the cost of maintaining the Road; provided, however, that only during such periods of time as Association makes use of the Road will Association be obligated to bear any part of maintenance. Permittee shall fully repair all damages caused by Permittee to the access road, other than by ordinary use thereof.

With respect to the exercise of Permittee or any rights granted hereunder,  
Permittee shall:

- (1) comply with all laws, rules, and regulations relating to fire prevention, control and suppression;
- (2) neither cut, damage, or destroy, without prior written permission of Grantors, any of Grantor's forest growth, except that Permittee may cut any down timber obstructing Permittee's use of the Road, providing that any such obstructing timber that will produce merchantable logs shall be cut into standard logs lengths and decked free of brush and debris in piles adjacent to the Road in locations approved by Grantors, suitable for loading by Grantors or trucks.
- (3) not do, or permit to be done, any act or thing on said lands which may or might become or result in a lien or charge thereon;
- (4) pay for all damage to Grantors resulting directly or indirectly from the negligent acts or omissions of Permittee hereunder;
- (5) reimburse Grantors for all cost reasonably incurred by it for fighting fire and indemnify and Grantors harmless against all claims or liabilities asserted by third persons, in any case resulting directly or indirectly from Permittee's acts or omissions hereunder, whether negligent or otherwise.

Fire Rules

Grantors have made no representation as to the present or future conditions of their property or the character of the traffic on the Road, and Permittee assumes all risk of damage to property of or injury to Permittee, in connection with the exercise of rights hereunder.

It is recognized by the parties that the facilities of Permittee on the lands herein described or upon the adjacent lands may be damaged or destroyed;

- (1) by fire originating in the forest lands surrounding or in the vicinity of said lands; or
- (2) as a result of the use and occupancy of such forest lands by Grantors and others,

and Permittee, as one of the material considerations hereof, without which this permit would not be granted, hereby assumes all such risk of damage to or destruction of Permittee's facilities and their appurtenances.

Liens

Grantee shall keep the leased premises free and clear of mechanic's liens and any and all other liens for labor and material caused to be used on the leased premises by Grantee.

AUG 22 10 21 AM 1972

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STATE OF OREGON,  
County of Klamath  
Filed for record at request of  
PACIFIC NORTHWEST BELL TELEPHONE CO  
on this 22 day of AUGUST A.D. 19 72  
at 10:21 o'clock A M, and duly  
recorded in Vol. M 72 of DEEDS  
Page 9386  
Wm D. MILNE, County Clerk  
By Edgar Drazil Deputy  
Fee \$8.00