

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That BOISE CASCADE CORPORATION, a Delaware corporation, (hereinafter referred to as "Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby give and grant unto UNITED TELEPHONE COMPANY OF THE NORTHWEST, a Oregon corporation (hereinafter referred to as "Grantee"), its successors and assigns, the right, privilege and easement to construct, operate, maintain and repair a telephone line, together with all property and equipment necessary therefor, over and across the following described lands situated in the County of Klamath, State of Oregon, to-wit:

An easement for cable routing in Section 5, Township 29 South, Range 7 East, and Sections 32, 33 and 34, Township 28 South, Range 7 East, Willamette Meridian, Klamath County, Oregon, the centerline of which is more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of Oregon State Highway No. 138 (North Umpqua Highway) from which the southwest corner of said Section 5 bears S02°01'28"W, 1529.91 feet; thence N21°07'10"E, 299.63 feet; thence N21°13'31"E, 232.30 feet; thence N07°47'37"E, 200.26 feet; thence N00°57'34"W, 534.64 feet; thence N21°49'39"E, 329.89 feet; thence N23°49'14"E, 989.29 feet; thence N11°40'01"E, 251.59 feet; thence N03°35'01"E, 375.26 feet; thence N24°00'14"E, 345.58 feet; thence N65°30'14"E, 270.95 feet; thence N74°02'57"E, 479.40 feet; thence N63°52'01"E, 310.99 feet; thence S87°20'52"E, 618.09 feet; thence S51°43'38"E, 244.34 feet; thence N66°44'27"E, 183.51 feet; thence N15°32'57"E, 213.10 feet; thence N07°14'42"E, 147.31 feet; thence N45°19'12"E, 420.68 feet; thence N51°26'22"E, 400.31 feet; thence N80°35'04"E, 227.05 feet to the approximate easterly boundary of that parcel of land owned by the U. S. Forest Service; thence continuing across U. S. Forest Service land the following courses and distances; S86°55'32"E, 200.80 feet; N46°20'10"E, 115.99 feet; N24°32'40"W, 236.86 feet; N03°57'20"E, 141.60 feet; S76°59'56"E, 279.25 feet; N76°24'40"E, 192.12 feet; N76°14'00"E, 113.92 feet; N54°31'03"E, 115.00 feet to the approximate northerly boundary of said U. S. Forest Service land; thence leaving said U. S. Forest Service land and continuing N54°31'03"E, 23.00 feet; thence N73°28'18"E, 495.88 feet; thence

N81°41'32"E, 247.76 feet; thence N64°08'04"E, 753.35 feet; thence N60°39'11"E, 300.06 feet; thence N76°24'51"E, 324.78 feet; thence N70°16'24"E, 773.29 feet; thence N74°53'00"E, 283.48 feet; thence N64°58'12"E, 286.86 feet; thence N59°24'25"E, 550.98 feet; thence S84°02'20"E, 190.17 feet; thence N72°24'10"E, 362.42 feet; thence N69°19'04"E, 173.99 feet; thence N77°13'09"E, 283.64 feet; thence N88°22'11"E, 411.34 feet; thence N71°01'31"E, 253.80 feet; thence N56°34'32"E, 231.28 feet; thence N65°27'11"E, 420.32 feet; thence N57°41'21"E, 361.84 feet; thence N05°47'24"W, 310.22 feet; thence N03°38'04"W, 267.98 feet; thence N32°20'34"W, 1083.43 feet; thence N48°21'27"W, 191.20 feet; thence N48°58'52"W, 143.43 feet; thence S82°44'06"W, 13.10 feet; thence S58°11'16"W, 33.58 feet; thence S82°32'03"W, 24.13 feet; thence N70°49'33"W, 37.00 feet; thence N63°14'40"W, 29.64 feet; thence N19°49'40"W, 48.33 feet to a point on the southerly fence of the microwave site said point being 48.29 feet southeasterly along said fence from the southwest corner of said microwave site, and N12°26'23"W, 2785.60 feet from the 1/4 corner common to said Sections 33 and 34.

Approximate location of said easement is shown in the color red on Exhibit "A" attached hereto and made a part hereof by this reference. Said easement is five feet in width, being two and one-half feet on each side of the enclosed centerline description. The cable is buried 30 inches in the ground and identified by metal posts and signs at approximate 300-foot intervals.

1. Grantee shall have the right of ingress and egress to and from said easement for the purpose of erection, maintenance, repair or removal of its telephone transmission equipment located thereon. Grantee shall also have the right to install said metal posts which are necessary or desirable.

2. Grantee shall have the right, at its own expense, to cut down and remove or otherwise dispose of, and keep cut down and disposed of, all trees and other vegetation on said easement, provided that all merchantable timber so cut down shall remain the property of Grantor, shall be bucked by Grantee into lengths specified by Grantor, and shall be piled, all at Grantee's own expense, along the nearest logging road in such a fashion that

Grantor may there conveniently load the said logs onto log trucks. Grantee, at its own expense, shall dispose of all slashings and other debris occasioned by the cutting and removal of said trees and other vegetation and in so doing shall fully comply with all State and Federal laws and regulations with respect to such disposal.

3. If at any time during the existence of this easement Grantee feels that there is on any portion of the real property owned by Grantor adjacent to the above described easement any dead or dying tree which might reasonably constitute a hazard to Grantee's telephone line on said easement, then Grantee may notify Grantor of the existence of said tree and within a reasonable time thereafter, Grantor shall examine the same, and if, in Grantor's opinion, such tree does in fact constitute such a hazard, Grantor shall thereupon give Grantee written permission to remove the same, such removal to be accomplished as provided in Paragraph 2 above.

4. Grantor hereby expressly reserves the right at any and all times to install, build, erect or construct trails, ways, roads, ditches, cables, telephone lines and power lines across said easement hereby granted, and at any and all times to enter upon and cross said easement hereby granted with all kinds and types of equipment for any purpose or purposes.

5. Grantor agrees that it will use reasonable care in conducting its logging operations adjoining said easement; it is expressly agreed by Grantee that if damage to Grantee's telephone cable or any of its other property should result from such logging operations on the part of Grantor, its agents, contractors, successors or assigns, Grantor, its agents, contractors, successors or assigns shall not be held liable therefor.

6. If Grantee shall breach any of the conditions contained in this easement, and if such breach is continued for a period of ninety (90) days after written notice thereof given to Grantee by Grantor, its successors or assigns, or if Grantee shall at any time hereafter fail to use the within premises for telephone cable purposes for a period of one year, then and in that event, at the option of Grantor, its successors or assigns, this easement shall automatically terminate and Grantee shall remove its equipment and effects from said easement within ninety (90) days thereafter, or forever lose all interest in and title to said equipment and effects.

7. This Easement shall be binding upon the respective successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed the day and year first hereinabove written.

BOISE CASCADE CORPORATION

ATTEST:

By [Signature]
Assistant Secretary

By [Signature]
Vice President

"GRANTOR"

UNITED TELEPHONE COMPANY OF
THE NORTHWEST

By [Signature]
CHIEF ENGINEER
Title

ATTEST:

By [Signature]
Secretary-Treasurer

Title

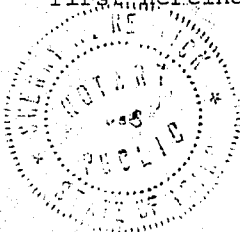
"GRANTEE"

5525

STATE OF IDAHO)
) ss.
 County of Ada)

On this 11th day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Don Miller and J. H. Gonsen, known to me to be the Vice President and Assistant Secretary, respectively, of BOISE CASCADE CORPORATION, one of the within named corporations, and acknowledged to me that the seal affixed to the foregoing Easement is the corporate seal of such corporation, and that said instrument was signed and sealed in behalf of such corporation by authority of its Board of Directors and that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first hereinabove written.

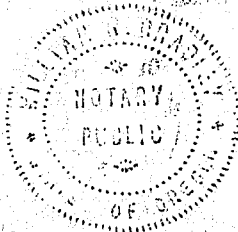


Henry M. Pearson
 Notary Public for Idaho
 Residing at Boise, Idaho

STATE OF OREGON)
) ss.
 County of Hood River)

On this 3rd day of April, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Neil Gensell and John H. Knecht, known to me to be the Chief Engineer and Treasurer, respectively, of UNITED TELEPHONE COMPANY OF THE NORTHWEST, one of the within named corporation, and acknowledged to me that the seal affixed to the foregoing Easement is the corporate seal of such corporation, and that said instrument was signed and sealed in behalf of such corporation by authority of its Board of Directors and that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first hereinabove written.



William R. Bradley
 Notary Public for Oregon
 Residing at: Hood River

STATE OF OREGON,
 County of Klamath
 Filed for record at request of

UNITED TELEPHONE CO OF N. W.

on this 8th day of May A.D. 1973

at 11:07 o'clock A M, and duly

recorded in Vol. M 73 of DEEDS

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Wm D. MILNE, County Clerk

By Hazel Dray Deputy

Fee \$ 10.00

Ret. United Tel. Co. of NW
 601 State St.
 Hood River Ore
 97031