184 St

EASEMENT

The Grantor, CROWN ZELLERBACH CORPORATION, a Nevada corporation, "Crown", for valuable consideration received does hereby sell and convey unto BEAVER STATE TELEPHONE COMPANY, "Utility", P. O. Box E, Ilwaco, Washington, 98624, a permanent easement together with the right to place, construct, operate and maintain, inspect, reconstruct, replace and keep clear, a buried telephone cable line thereon at a minimum depth of 30 inches, with wires, cables, fixtures and appurtenances attached thereto for the future development of a trailer court site, said easement extending over, across and under a strip of land five (5) feet in width, as located within the boundaries of Grantor's property and extending on and along the following described center line situated in the County of Klamath, State of Oregon, more particularly described as follows, to-wit:

PARCEL I

Beginning at a point opposite State Highway No. 97 at Station 1230 projected easterly to the west line of Section 7, Township 29 South, Range 8 East, W.M., Klamath County, Oregon; thence North along said line 40 feet; thence East 174 feet to the west line of the abovementioned five (5) foot wide strip of land, said point being the True Point of Beginning of this description; thence South parallel and 174 feet distant, when measured at right angles to, the west line of said Section 7 for a distance of 920 feet, more or less, to for a distance of 920 feet, more or less, to the terminal point of this description, said point being opposite and 174 feet Easterly of said Highway Station 1238+80 projected easterly to the west line of the above-described subdivision.

PARCEL II

Beginning at a point marking the northwest corner of Section 18, Township 29 South, Range 8 East, thence South 470 feet, more or less, to the northerly shoulder line of the "Cinder Road"; thence West along said line 75 feet and North 4 feet to a point locating a buried telephone cable access pedestal, hereinafter referred to as "pedestal", as located opposite Highway Station 312+96 on the east line thereof, said point being the True Point of Beginning of this description; thence South 4 feet, more or less, to the north thence South 6 feet, more or less, to the north shoulder line of said Cinder Road; thence Northeasterly along said line approximately 2,267 feet to Station 335+63; thence South, crossing the North Cinder road to Station 335+91; thence Southeasterly along the westerly shoulder line of the "South Cinder" road, 210 feet to Station 337+23; thence East along said line 53 feet to a pedestal at Station 337+76; thence continuing Easterly through pedestal stations 340+46, 343+67, 347+17 to a point opposite and southerly of pedestal station 355+60; thence North 40 feet, more or less, to a point on the north line of said South Cinder road.

PARCEL III

Beginning at pedestal station 0+00 as located in the Southeast Quarter of the Southwest Quarter of Section 7, Township 29 South, Range 8 East, said station being in common with Station 337+76 as described in Parcel II above; thence South through pedestal stations 1+18, 2+55, 3+76 to station 4+90, the terminal point of this description.

All of the above are indicated in red on the plats marked "Exhibit A" attached hereto and by this reference made a part hereof.

By the acceptance of this easement, the Utility agrees as follows: In the use of said easement, the Utility agrees to comply with all state fire laws and regulations, state safety laws and regulations, fire and safety rules as prescribed by Crown, and "rules of the road" as prescribed by Crown. The depth of said

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ditch shall be not less than 30 inches and the Utility is responsible for any damage done to Crown's road during construction, maintenance or use of the telephone line and must re-rock the ditch to Crown's specifications to prevent erosion; it being understood that said cable will be buried on the shoulder of the Cinder road, not in the ditch except where it crosses said road. The installation and maintenance of said telephone line ditch shall not in any way interfere with Crown's logging, hauling, construction or other operations. Crown will not be responsible for damages to the Utility's phone line in the event of slides or washouts. The Utility agrees to post permanent warning signs at inter-visible points along the road and keep such signs in good legible condition.

In the event that the Utility contracts out the work of installing and maintaining said telephone line, such work shall not proceed until Crown has received satisfactory indemnity and insurance agreements and policies from the contractor or any sub-contractor who may be working on the project.

In the event that the Utility should commit any material breach of the covenants, terms or conditions of this easement, then Crown shall have the right to terminate all rights of the Utility under this agreement.

In the event Utility abandons said telephone line, this easement and all rights hereunder shall

immediately terminate. CROWN ZELLERBACH CORPORATION Vice President Northwest Timber Operations

STATE OF OREGON COUNTY OF MULTNOMAH)

on this 16th day of June 1973, personally appeared C. W. RICHEN, who being duly sworn, did say that he is the Vice President, Northwest Timber Operations, and the attorney in fact for CROWN ZELLERBACH CORPORATION, and that he executed the foregoing instrument by authority of and in behalf of said principal, and he acknowledged said instrument to be the act and deed of said principal. Before me:

My commission expires:

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