

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF OREGON, acting by and through its Board of Forestry, hereinafter referred to as GRANTOR, does hereby grant to TELEPHONE UTILITIES OF EASTERN OREGON, INC., an Oregon corporation, hereinafter referred to as GRANTEE, a nonexclusive easement and right of way, said easement and right of way being twenty (20) feet in width, the centerline of which is ten (10) feet from the centerline of existing roads as shown in red on the attached Exhibit "A", which by this reference is made a part of this EASEMENT. Said roads are more particularly described as being located in the SW $\frac{1}{4}$ of Section 4, the NE $\frac{1}{4}$ of Section 8 and the SW $\frac{1}{4}$ of Section 8, Township 33 South, Range 7 West, W.M., Klamath County, Oregon.

The rights and privileges herein granted are for the purposes of locating, relocating, constructing, reconstructing, maintaining, repairing and using underground communications cable on the above described premises by GRANTEE, and the licensees and permittees of GRANTEE, to provide telephone facilities, and the necessary appurtenances thereto, to residents located in the SE $\frac{1}{4}$ of Section 5 and the NW $\frac{1}{4}$ of Section 17, Township 33 South, Range 7 East, W.M.,

TO HAVE AND TO HOLD said easement and right of way unto the GRANTEE forever.

Special provisions 1 through 11 set forth in this instrument are by this reference made a part hereof.

DATED this 21st day of April, 1983.

GRANTEE - TELEPHONE UTILITIES
OF EASTERN OREGON, INC.

By Brian M. Miller

GRANTOR - STATE OF OREGON,
acting by and through its
Board of Forestry

By H. Mike Miller
H. Mike Miller, State Forester

SPECIAL PROVISIONS

1. Grantee hereby shall have the right of ingress and egress over and across lands of Grantor for the purposes stated herein and for the purpose of Grantee complying with the requirements hereof.
2. Grantee shall bury said communication cable to the necessary depth so as not to interfere with land management activities of Grantor; provided, however, such depth shall not be less than twenty-four (24) inches.
3. Grantee agrees that said communication cable shall be installed and maintained in a clean, neat, orderly and permanent manner.
4. Grantee shall furnish, install and maintain warning signs at culvert crossings, stream crossings and roadway intersections.
5. Grantee shall not cut, damage or destroy any of Grantor's timber without written permission from Grantor.
6. Grantee shall be responsible for all damage to property of Grantor, directly or indirectly resulting from negligent acts or omissions of Grantee, its employees or agents. Grantee hereby agrees to save and hold harmless Grantor from any claim, action or suit of other persons due to the activities of Grantee through its company, officials, employees or contractors.
7. Grantee shall comply with all laws, rules and regulations relating to fire prevention, control and suppression and all applicable safety rules and regulations.
8. During the period of this easement, Grantee shall carry the following insurance:

Public Liability Insurance - \$100,000/300,000
Property Damage Insurance - \$100,000

Public Liability Insurance shall cover all motor vehicle operations over roads described herein; and the Property Damage Insurance shall cover loss or damage to property, including damage by fire, which loss or damage resulted from the activity of Grantee, and may not be more than \$5,000 deductible. Insurance may be evidenced by certificates or by copies of policies. Company or companies issuing insurance shall be acceptable to Grantor.
9. The required insurance shall be submitted to Grantor within thirty (30) days of the date of signing of this easement, and shall be accepted in writing by Grantor prior to Grantee's exercise of any of the provisions granted herein.
10. The rights and privileges granted by this easement shall not be assigned in any manner without prior written consent of Grantor.
11. In the event of the non-use of said easement and right of way for a period of five years, said easement and right of way shall revert to the Grantor, its successors or assigns.

R.7E.

E. 1043

5

5346

5220

T.33S.

8

9

T.33S.

17

5013

EXHIBIT A

CENTERLINES OF 20' RIGHT-OF-WAY STRIPS
IN THE SW $\frac{1}{4}$ SECTION 4, IN THE NE $\frac{1}{4}$
SECTION 8, AND IN THE SW $\frac{1}{4}$ SECTION 8,
T.33S., R.7E., W.M.

SCALE: 1" = 1320'



INDIVIDUAL ACKNOWLEDGMENT

629 Form 310-105

1044

STATE OF OREGON

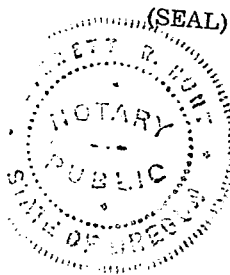
County of Marion } ss.

On this 21st day of April, 1983, personally appeared

H. Mike Miller, State Forester, State of Oregon

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



Everett R. Hunt

Notary Public

My Commission Expires 12/15/86

Return:
Affiliated Land Services, Inc
Box 17035
Salem, Ore
97305

CORPORATE ACKNOWLEDGMENT

STATE OF Washington

County of Clark } ss.

On this 8th day of April, 1983, personally appeared

Dorian M. Wickner

(Name)

who, being duly sworn, did say that he is the Vice President-Treasurer of the

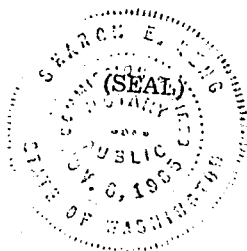
(He, She)

(Official Position)

Telephone Utilities of Eastern Oregon, Inc.

(Corporate Name)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said person acknowledged said instrument to be its voluntary act and deed. Before me:



Sharon E. King

Notary Public

Woodrue, Washington

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 19th day of Jan A. D. 19 84 at 1:00 o'clock P. M.,
duly recorded in Vol. M84, of Deeds on Page 1041

EVELYN BIEHN, County Clerk

By Pam Smith

Fee: \$16.00