

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF OREGON, acting by and through its Division of State Lands, hereinafter referred to as GRANTOR, for and in consideration of provisions under ORS 758.010, 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 more particularly described as follows:

A strip of land twenty (20) feet in width situated in the N 1/2 of Section 4, Township 33 South, Range 7 East, W.M., Klamath County, Oregon, the centerline of said strip being delineated on Exhibit "A", attached hereto and made part hereof, and lying ten (10) feet northwest of and parallel to the centerline of a northeasterly-southwesterly roadway, as it exists, said roadway being further known as Oregon State Forestry Department Road No. 28.

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 1/4 of Section 5 and the NW 1/4 of Section 17, Township 33 South, Range 7 East, W.M.

TO HAVE AND TO HOLD the same unto GRANTEE in perpetuity, subject to the following conditions:

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 acts or omissions of Grantee, its employees or agents arising from the exercise of rights herein granted. Grantee hereby agrees to save and hold harmless

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State to Telephone Utilities of Eastern Oregon, Inc.

0681E

Attest: Affiliated Land Serv. Inc.
Box 17035
Salem, Or 97305.

4-6-68

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KNOW ALL MEN BY THESE PRESENTS, that the STATE OF OREGON, for and in consideration of the sum of \$500.00, to the Oregon Telephone Utilities Company, a corporation organized and existing under the laws of the State of Oregon, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Oregon Telephone Utilities Company, all that certain lot or lots of land, more particularly described as follows:

TO HAVE AND TO HOLD unto the said Oregon Telephone Utilities Company, and to the heirs and assigns forever.

IN WITNESS WHEREOF, the said State of Oregon, by its duly authorized officers, has hereunto set its hand and seal of office, at Salem, Oregon, this 1st day of May, 1934.

GOVERNOR

COMMISSIONER OF LANDS

[illegible]

STATE OF Oregon
COUNTY OF Linn : ss.

On this 2nd day of February, 1988, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared R.E. Hood, known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto

year in this

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

D.N. MALMSTROM, JR.
NOTARY PUBLIC-OREGON
My Commission Expires 9-28-89

Notary Public for the State of Oregon
Residing at Salem, Oregon
My Commission Expires 9-7-89

Grantor from any claim, action or suit of other persons due to the activities of Grantee through its company, officials, employees or contractors.

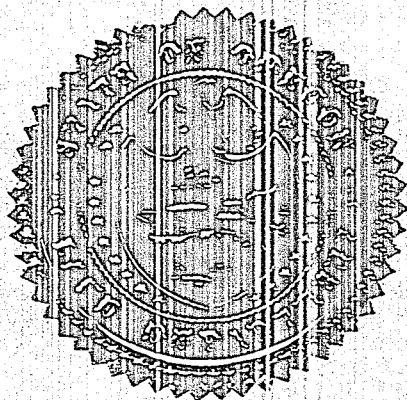
7. Grantee shall comply with all laws, rules and regulations relating to fire prevention, control and suppression and all applicable safety rules and regulations.
8. During the period of this easement, Grantee shall carry the following insurance:

Public Liability Insurance - \$100,000/500,000
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 non-use of said easement and right-of-way for a period of five (5) years, said easement and right-of-way shall revert to the Grantor, its successors or assigns.

Witness the seal of the Division of State Lands affixed this 29th day of January, 1988.



GRANTOR - STATE OF OREGON, acting by
and through its Division of State Lands,

By [Signature]
Ed Zajonc, Director

GRANTEE - TELEPHONE UTILITIES OF
EASTERN OREGON, INC.,

By [Signature]

