

EASEMENTVol. 788 Page 12794

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 under, upon and across strips of land twenty (20) feet in width, the centerline of which are ten (10) feet from the centerline of existing roads and from the Southerly boundary of land of GRANTOR, as shown on Exhibit "A", which by this reference is made a part of this EASEMENT. Said strips of land are more particularly described as being located in the SW1/4 of Section 4, and in the NE1/4 and the SW1/4 of Section 8, Township 33 South, Range 7 East, 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 SE1/4 of Section 5 and in the NW1/4 of Section 17, Township 33 South, Range 7 East, W.M.

The rights and privileges herein granted replace all rights and privileges conveyed to GRANTEE in that previous Telephone Line Right-of-Way Easement recorded January 19, 1984 in Book M84 of Deeds at Pages 1041 through 1044 of Klamath County Records, and in that Easement recorded March 1, 1988 in Book M88 of Deeds at Pages 2936 through 2939 of Klamath County Records. Henceforth all rights and privileges granted in said previous Telephone Line Right-of-Way Easement and in said previous Easement are released to GRANTOR by GRANTEE as of the effective date of this grant.

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 24th day of May, 1988.

GRANTEE - TELEPHONE UTILITIES
OF EASTERN OREGON, INC.

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

By [Signature]

By J. Michael Begala

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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 the strips of land 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 years, said easement and right-of-way shall revert to the Grantor, its successors or assigns.

EXHIBIT A

12796. ..

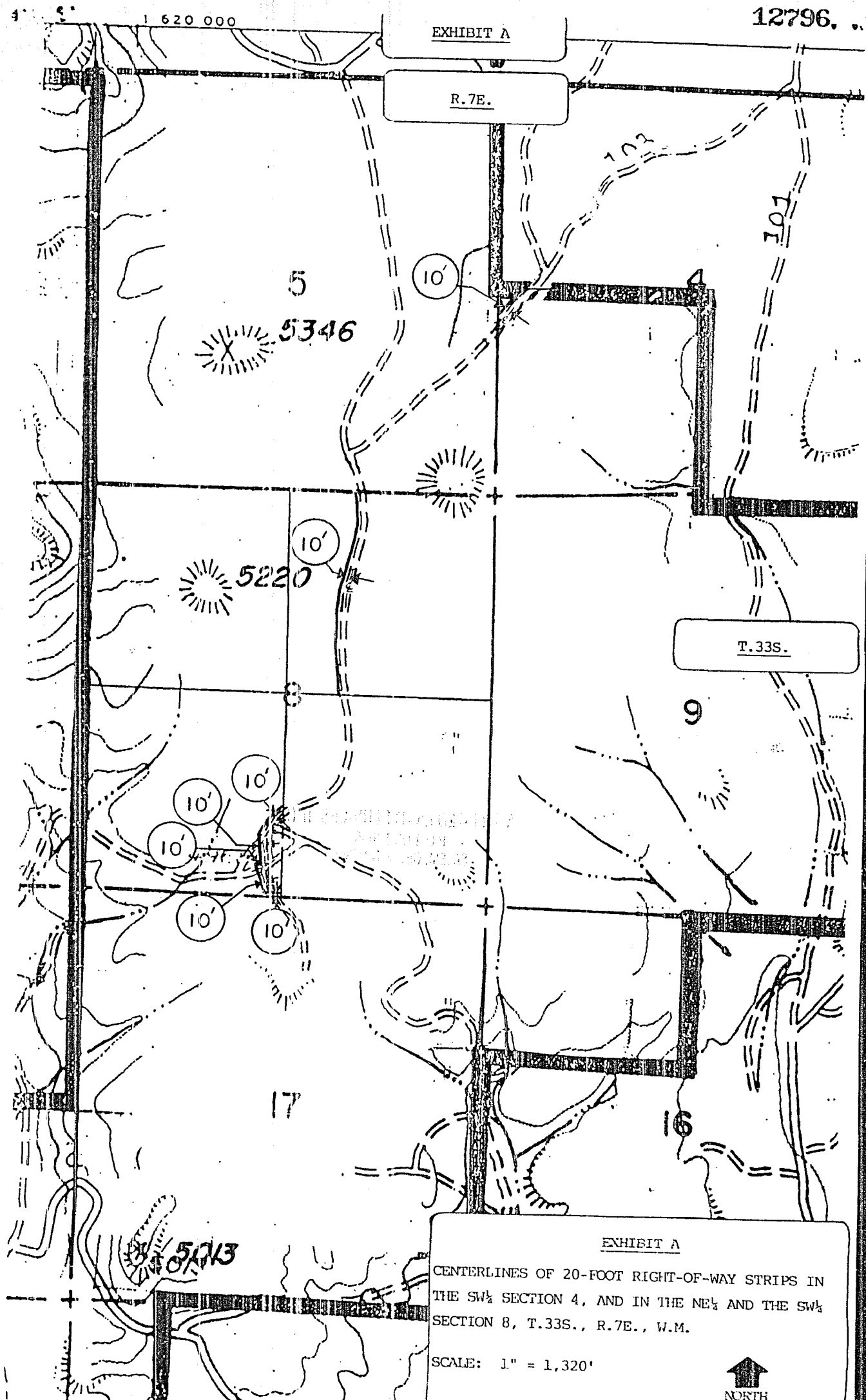
R.7E.

T.33S.

EXHIBIT A

CENTERLINES OF 20-FOOT RIGHT-OF-WAY STRIPS IN THE SW $\frac{1}{4}$ SECTION 4, AND IN THE NE $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ SECTION 8, T.33S., R.7E., W.M.

SCALE: 1" = 1,320'

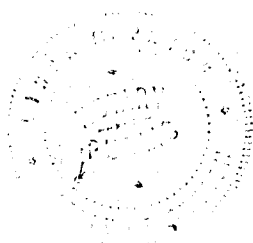


ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
 COUNTY OF MARION)

The instrument was acknowledged before me on this 24th day of May, 1988, by J. Michael Beyerle, as the authorized representative of the STATE OF OREGON.

Chinda M. Bruce
 Notary Public for Oregon
 My Commission expires: 10/5/91

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
 COUNTY OF LINN)

On this 9th day of June, 1988, before me, the undersigned a Notary Public in and for the State of Oregon, personally appeared R. E. Heed known by 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 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 9-7-89

D.N. Malmstrom, Jr.
 Notary Public for the State of Oregon
 My Commission expires: 9-7-89

Return: Affiliated Land Services, Inc.
 P.O. Box 17035
 Salem, Or. 97305

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Affiliated Land Services, Inc. the 9th day of Aug. A.D., 19 88 at 11:51 o'clock A.M., and duly recorded in Vol. M88 of Deeds on Page 12794.

Evelyn Biehn County Clerk
 By Rauline M. Mendenhall

FEE \$23.00