

**AGREEMENT FOR EASEMENTS**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of April, 1997, by and between Danoc Corporation, an Oregon corporation, hereinafter called Grantor, and Daryl J. Kollman and Marta C. Kollman, husband and wife, hereinafter called Grantees:

**WITNESSETH:**

Grantor herein is the record owner of the following described real property in Klamath County, Oregon, described as follows:

See Exhibit "A" attached.

and has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor for a buried fiber optics telecommunications line, more particularly described as:

See Exhibit "B" attached.

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and successors shall use the easement for fiber optics telecommunications lines only.
2. Grantees agree to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of the easement. Grantees assume all risk arising out of their use of the easement and Grantor shall have no liability to Grantees or others for any condition existing thereon.
3. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.
4. This easement is granted subject to all prior easements or encumbrances of record.

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5. This easement is appurtenant and for the benefit of the real property owned by Grantees and described as follows:

See Exhibit "C" attached.

6. This easement includes Grantees' right to maintain the subject lines and shall have access to the subject strip for purposes of such maintenance.

In consideration of said grant of easement, Grantees do hereby grant unto Grantor, its successors and assigns, a perpetual and non-exclusive easement for ingress and egress along a strip of land situated on the property described on Exhibit "C" attached, 60 feet in width, as more fully described on Exhibit "D" attached.

The terms of this easement are as follows:

1. Grantor, its agents, independent contractors and successors shall use the easement for ingress and egress only.

2. Grantor agrees to indemnify and defend Grantees from any loss, claim or liability to Grantees arising in any manner out of Grantor's use of the easement. Grantor assumes all risk arising out of its use of the easement and Grantees shall have no liability to Grantor or others for any condition existing thereon.

3. This easement shall be perpetual and shall not terminate for periods of non-use by Grantor. Said easement may be terminated upon written agreement by Grantees and Grantor, their heirs, successors and assigns. It is further agreed that said easement shall automatically terminate at such time as the property described on Exhibit "A" shall adjoin a public road.

4. This easement is granted subject to all prior easements or encumbrances of record.

5. This easement is appurtenant and for the benefit of the real property owned by Grantor and described as follows:

See Exhibit "A" attached.

6. This easement includes Grantor's right to improve and maintain the subject road and shall have access to the subject strip for purposes of such maintenance.

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IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed the day and year first above mentioned.

DANOC CORPORATION

By: *Jim O'Connor*

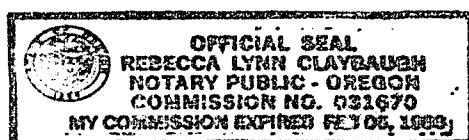
Jim O'Connor, President

*Daryl J. Kollman*  
Daryl J. Kollman

*Marta C. Kollman*  
Marta C. Kollman

STATE OF OREGON       )  
                                  ) §  
COUNTY OF KLAMATH   )

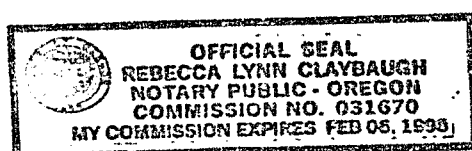
This instrument was acknowledged before me on April 15<sup>th</sup>, 1997, by Jim O'Connor, as President for Danoc Corporation.



*Rebecca Lynn Claybaugh*  
Notary Public for Oregon  
My Commission Expires: 2-6-98

STATE OF OREGON       )  
                                  ) §  
COUNTY OF KLAMATH   )

This instrument was acknowledged before me on April 17<sup>th</sup>, 1997, by Daryl J. Kollman and Marta C. Kollman, who acknowledged the foregoing instrument to be their voluntary act.



*Rebecca Lynn Claybaugh*  
Notary Public for Oregon  
My Commission Expires:

LAW OFFICES OF  
DAVIS, GILSTRAP, HARRIS, HEARN & WELTY

A Professional Corporation  
515 EAST MAIN STREET  
ASHLAND, OREGON 97520

(541) 482-3111 FAX (541) 488-4455

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A tract of land situated in the N1/2 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

The N1/2 NW1/4 of said Section 20 lying West of the following described tract of land.

Beginning at the iron pin marking the Southeast corner of the NW1/4 NE1/4 of said Section 20, thence South 89 degrees 21' East 393.24 feet; thence North 00 degrees 46' East 1,962.0 feet; thence North 89 degrees 05' West 2,675.11 feet; thence South 00 degrees 50' West 1,969.63 feet; thence South 89 degrees 10' East 966.14 feet; thence South 89 degrees 21' East 1,318.1 feet to the point of beginning.

**EXCEPTING THEREFROM:**

Commencing at the Southwest corner of the NW1/4 NW1/4 of said Section 20, which point is the true point of beginning; thence North, along the Westerly line of said Section 20 a distance of 726 feet; thence East 300 feet to a point; thence South 726 feet to a point being on the Southerly line of said NW1/4 NW1/4; thence West 300 feet to the point of beginning.

**FURTHER EXCEPTING:**

The 100 foot wide strip of land conveyed for road purposes to the City of Klamath Falls as described in Deed Volume M90, pages 18506 thru 18510 of the Klamath County Microfilm Records.



An easement 10 feet in width five feet each side of the described center line beginning at a point which is S89°11'18"E 1043.56 feet and S00°48'42"W 5.00 feet from the Northwest corner of said Section 20; thence parallel to and 5.00 feet South of the North line of said Section 20 S89°11'18"E 277.00 feet and S89°10'40"E 219.57 feet to the West edge of the easement for Industrial Park Drive described in deed volume M69 page 10019 of the Klamath County Deed Records; thence S00°49'08"W 1309 feet more or less to the South line of the N1/2 NW1/4 of said Section 20; thence West along the South line of N1/2 of the NW1/4 of said Section 20 to the nearest utility pole.

EXHIBIT "B" PAGE



11626

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 1, College Industrial Park, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

EXHIBIT "C" PAGE \_\_\_\_\_



11627

A 60 FEET WIDE STRIP OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDAN, KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5, TRACT 1174 COLLEGE INDUSTRIAL PARK, RECORDS OF KLAMATH COUNTY; THENCE ALONG THE NORTHERN LINE OF SAID LOT 5 SOUTH  $80^{\circ} 16' 31''$  WEST 375.09 FEET TO THE NORTHEASTERN RIGHT-OF-WAY LINE OF CENTURY DRIVE; THENCE ALONG SAID RIGHT-OF-WAY NORTH  $46^{\circ} 19' 52''$  WEST 64.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 9.90 FEET ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ} 20' 47''$ , HAVING A RADIUS OF 59.00 FEET, CHORD BEARING OF NORTH  $40^{\circ} 39' 28''$  WEST 9.89 FEET; THENCE NORTH  $80^{\circ} 16' 31''$  EAST, PARALLEL TO THE NORTHERN LINE OF SAID LOT 5, 430.06 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ALONG SAID LINE SOUTH  $1^{\circ} 13' 57''$  WEST 61.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,187 SQUARE FEET MORE OR LESS

EXHIBIT "D" PAGE       

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Danoc Corp. the 17th day  
of April A.D., 19 97 at 3:17 o'clock P.M. and duly recorded in Vol. M97  
of Deeds on Page 11621  
Return: New Earth  
1410 S.6th St.  
KFO 97601  
by Bernetha G. Letsch, County Clerk  
Keethun Kwan

FEE  
\$40.00