

## RETURN ADDRESS:

PACIFIC FIBER LINK, LLC

11719 NE 95<sup>th</sup> Street, Suite A

Vancouver, WA 98682

599 AUG 19 AM 9:17

COMMUNICATIONS EASEMENTThe undersigned, Paul M. Goebel and Phyllis A Goebel

hereinafter referred to as ("Grantor"), for and in consideration of the sum of \_\_\_\_\_

Five hundred and no/100----- DOLLARS (\$500.00),  
 the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys to  
 PACIFIC FIBER LINK, LLC, a Washington Limited Liability Company, with a permanent address  
 of 1333 W. 120<sup>th</sup> Avenue, Suite 216, Westminster, Colorado 80234, its licensees, agents, successors  
 and assigns, hereinafter referred to as ("Grantee"), a right of way and easement ("Easement")

10 (TEN) feet in width, to construct, install, operate, maintain, inspect, test, repair, alter,  
 replace or remove a multiple conduit communications system, together with the appurtenances  
 necessary for the operation of said communications system, over, under and across the following  
 described real property which Grantor owns, or in which Grantor has an interest, situated in the  
 County of Klamath, State of Oregon, described as follows:

A portion of 19 and 20, MERRILL TRACTS, according to  
 the official plat thereof on file in the office of the  
 County Clerk of Klamath County, Oregon, lying Easterly  
 of the Northeasterly right of way of Highway 39 and  
 Westerly of the Westerly boundary of the K.I.D. No. 6  
 Drain, recorded January 13, 1915 in Volume 43 page 239,  
 Deed Records of Klamath County, Oregon. SAVING AND EXCEPTING  
 that portion to the United States of America for the  
 D-1-C Lateral in Deed Volume 111, page 183, Deed Records of  
 Klamath County, Oregon. R122179  
 Assessor's Tax Parcel ID No. \_\_\_\_\_

Together with the right of ingress and egress over and across any adjacent real property  
 owned or controlled by Grantor to and from said strip of land for the purpose of exercising the  
 rights herein granted.

Grantee shall have the right to clear and keep clear all trees, roots, brush and other  
 obstructions from the surface and sub-surface of said right of way and easement, and during  
 construction or maintenance periods to temporarily use an additional 5 (FIVE)  
 feet, as necessary.

Grantee shall be responsible for damages caused to Grantor's subject property arising from  
 Grantee's construction and/or maintenance of the said Easement area.

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Grantee shall indemnify Grantor against all damages, expenses and costs, and shall save Grantor harmless from all claims for damages by third parties, and all loss and liability which may be incurred by reason of Grantee's use and enjoyment of this easement, and from any claims, damages, actions or causes of action from environmental damage or contamination caused or contributed to by Grantee.

Grantor reserves the right to occupy, cultivate and use the above-described real property for all purposes not inconsistent with the rights herein granted. This Easement, and the rights granted herein, shall be binding upon and shall inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties hereto.

Grantor is lawfully seized and possessed of said lands and has lawful right and authority to enter into and deliver this easement unto Grantee.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent thereto are evidenced by its payment to Grantor of the consideration recited above.

The communications privileges herein granted are each divisible and are each assignable or transferable in whole or in part.

Signed and delivered on August 18, 1999.

Paul M. Goebel

Phyllis Goebel

State of OREGON

County of CLATSOP

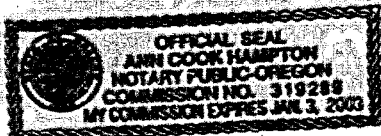
I certify that I know or have satisfactory evidence that PAUL M. GOEBEL  
PHYLLIS GOEBEL  
signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 8-18-99

Signature of Notary Public Ann Cook Hampton

Title NOTARY

My Appointment Expires: 01-03-03



State of Oregon, County of Klamath  
Recorded 8/19/99, at 9:17 a. m.  
In Vol. M99 Page 33462  
Linda Smith,  
County Clerk Fee \$ 15 RP