State of Oregon, County of Klams	ıth
Recorded 05/20/2004 8:19 a	m
Vol M04 Pg & 1572	_
Linda Smith, County Clerk	
Fee S) 600 # of Pos >	

AERIAL COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT

WE MOA Page 3157
THE WINDING SPRAGUE PARTNERSHIP As Grantor (s) hereby trant(s) to CENTURYTEL OF EASTERN OREGON, INC., (Grantee) dba CENTURYTEL, its
uccessors and assigns, (hereinafter referred to as the Company), the right to construct and naintain aerial telephone and communications facilities, together with all necessary poles,
nchors, guys, wires and fixtures incidental thereto, over, under, upon and across the following lescribed property:
EVEN parcels of land located in the following:
Government lots 2-7, 10-15, 18-23 and 26-31 in Sec. 16, T.36S., R12E.W.MTax Lots 6000, 6300 and 6500
Portion of Government lot 30 in Sec. 16, T.36S., R12E.W.M. —Tax Lot 6400 Government lots 1,8,9,16,17,24,25, and 32 in Sec. 16, T.36S., R12E.W.MTax Lot 5900 SW1/4 Sec. 15, T.36S, R12E.W.MTax Lot 5800
Portion of W1/2 Sec. 22, T.36S., R12E-Tax Lot 100 Fig. Eig. SEC. 21 7. 36 S., R. /2 E. W.M The Lot 8700 These parcels are described in further detail in that Warranty Deed recorded at M03-16893 in
These parcels are described in further detail in that Warranty Deed recorded at M03-16893 in Klamath County Record of Deeds.
This easement is further described as follows: Facilities to be placed on an existing utility power cole lead, running in an easterly/westerly fashion, as now located across the above described barcels. This right-of-way and easement, as granted, shall include the conditions stated on Exhibit 'A", attached hereto and incorporated herein.
situated in the County of <u>KLAMATH</u> , State of Oregon, together with such additional adjacent area as may be reasonably required by the Company for placement and maintenance of downguys and anchors supporting the Company's telephone and communications facilities placed hereunder.
It is agreed that the Company, its successors and assigns, shall have access to said premises for the purposes stated, and shall be responsible for any damage to said premises by reason of any negligence on the part of said Company's employees while placing and maintaining construction, provided, however, that the Company shall have the right to clear and keep cleared trees or other obstructions which may interfere or threaten to interfere with the exercise of the Company's rights granted hereunder.
Dated: $\frac{12/23/0^3}{}$
By: For: The Winding Sprague Partnership Title: PARTNER
STATE OF Oracles ss.
COUNTY OF <u>Jackson</u>
)
BE IT REMEMBERED, That on this <u>23^{eQ}</u> day of <u>Occomble</u> , 20 <u>03</u> , before me, the undersigned, a Notary Public in and for said County and State, personally
appeared Schoulee , the person
who signed as of the partnership that executed the within instrument and acknowledged to me that such partnership executed the s*me.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.
Robin Didea
Notary Public in and for the State of Oncollo

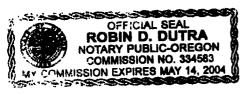


EXHIBIT "A"

1. If at any time, the existing aerial power facilities, as described above and utilized through this easement, where now located upon Grantor's Property and existing as of this date, shall be placed underground, then all rights granted appurtenant to an aerial communications easement shall cease and the following rights and easement descriptions shall apply:

Grantee shall have the right to bury and maintain underground telephone and communications facilities, together with all necessary wires and fixtures incidental thereto, under and upon the described property.

It is agreed that the Grantee, its successors and assigns, shall have access to said premises for the purposes stated, and shall be responsible for any damage to said premises by reason of any negligence on the part of said Grantee's employees while placing and maintaining construction.

Easement property shall be as follows:

A strip of land ten feet (10') in width, with the centerline being coincident to the centerline of buried communication facilities as installed, with said facilities being placed adjacent to the location of the power facilities (as described above) being placed underground.

- 2. It is agreed that Grantor shall not be held responsible for any cost or liability arising from the re-location of aerial communication facilities to buried communication facilities on Grantor's property, providing that a minimum three (3) month advance notification is given to Grantee to allow an adequate period of time to prepare for said re-location.
- 3. Underground facilities placed through this re-location shall be installed and maintained at a minimum depth of forty-eight (48) inches.
- 4. All rights granted hereunder shall cease if and when Facilities shall have been abandoned or removed for a period of three (3) years.