

2012-009338

Klamath County, Oregon



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Fee: \$67.00

RECORDING REQUESTED BY
CAL-ORE TELEPHONE CO.

When recorded Mail to:

Cal-Ore Telephone Co.
P.O. Box 847
Dorris, CA 96023

GRANT OF UNDERGROUND EASEMENT AND RIGHT-OF-WAY

THE GRANTOR, Columbia Community Bank, an Oregon corporation, hereby grants to Cal-Ore Telephone Co., a corporation, hereinafter referred to as GRANTEE, its successors and assigns, an easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities, consisting of underground conduits, manholes, cables, wires, and appurtenances, for the transmission of electric and light energy for communication and other purposes in, under, across, and along that certain real property situated in the County of Klamath, State of Oregon ("Grantor's Property), described as follows:

A portion of:

The Northeast Quarter (NE1/4) of Section 36, Township 38 South, Range 08 East of the Willamette Meridian in Klamath County, Oregon

The easement and right-of-way ("Easement Area") is more particularly described as follows and depicted in Exhibit "A" attached:

A 10 foot wide utility easement, the centerline of which is described as follows:
Commencing at the southernmost corner of the AT&T Lease Area;
thence South 57°26'00" West, 5.00 feet, to the true point of the beginning of the centerline to be described;
thence North 32°34'00" West, 75.00 feet;
thence North 39°58'00" West, 55.00 feet to Point A;
thence continuing North 39°58'00" West, 30.00 feet;

thence North 10°00'00" East, 81.5 feet to an existing underground fiber optic cable.

Assessor's Map No.: 38s08e36

Parcel No.: Tax Lot 400

THE GRANTEE, its successors and assigns and their respective agents and employees, shall have the right of ingress to and egress from said easement and every part thereof, at all times, for the purpose of exercising the rights herein granted and shall have the right to remove such growth as may endanger or interfere with the use of said easement and right-of-way. Such rights shall be reasonably exercised and the Grantee shall be liable for any damage negligently done by it to the Grantor's Property. The rights and obligations of the parties shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Insurance. At all times during the term of this Easement, Grantee shall carry and maintain in full force and effect, one or more insurance policies, insuring the Grantee against liability for loss or damage for injury to person or property with minimum limits of one million dollars (\$1,000,000) combined single limit, for both personal injury and death and for property damage, for any use of this easement and right-of-way by Grantee and its employees, agents, tenants, contractors, subcontractors, and invitees. Grantor may require an increase in such insurance policy limits every three (3) years during the term of this Easement, but in no event shall the total increase in policy limits exceed twenty-five percent (25%) of the total limits. Such policy(ies) shall include operations, contractual, completed operations, owned and non-owned automobiles, trucks and other construction equipment. Grantee shall furnish Grantor, prior to using this Easement or entering onto Grantor's property, with a certificate of insurance confirming such coverage, which certificate shall name Grantor as an additional insured.

Indemnification and Liens. Grantee shall indemnify, protect, and hold harmless Grantor and its directors, officers, employees and agents (hereinafter collectively "Grantor Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the Grantor Indemnified Parties to the extent resulting from, arising out of or in any way connected with any act, omission, fault or negligence of Grantee, its employees, agents, representatives or contractors related to Grantee's use hereunder, except to the extent that such claim, demand, loss, cause of action, or costs arises out of, or is in any way connected with, the negligence or willful misconduct of one or more of the Grantor Indemnified Parties.

Limitation on Hazardous Substances. The parties hereby covenant that neither party shall cause or permit any Hazardous Substances, as defined below, to be brought upon, kept, or used in or about the Grantor's Property by the parties or their

agents, employees, contractors, or invitees unless such Hazardous Substances are used, kept, and stored safely, securely, and in a manner that complies with all applicable laws regulating any such Hazardous Substances, including any applicable notice requirements. The term "Hazardous Substances" shall mean and include all hazardous or dangerous materials, substances or wastes as defined in applicable federal, state and local laws and regulations. If either party breaches their covenant as set forth above, such party shall be responsible for all costs and expenses relating to the cleanup of Hazardous Substances on Grantor's Property, and for any contamination arising out of such party's breach of this covenant.

Relocation Right. Grantor shall have and does hereby reserve the right, exercisable in accordance with the terms of this provision, to relocate the Easement Area to an alternative location on Grantor's Property, including relocating any service road or utilities which may have been constructed or installed by Grantee prior to any such relocation. The Easement Area may be relocated, in whole or in part, to lie within any access ways that may be developed on Grantor's Property, so long as Grantee is provided with reasonable access to Grantee's Property. Grantor shall have the right to relocate the Easement Area and right-of-way or any part thereof to an alternate location ("Relocation Site"), provided, however, that such relocation will (i) be at Grantor's sole cost and expense, (ii) not result in any interruption of the communications services provided by Grantee on Grantee's facilities in the Easement Area, and (iii) not impair, or in any manner adversely affect, the quality of communications services provided by Grantee on and from the Easement Area, and (iv) be one (1) time only. Grantor will exercise its relocation right by delivering written notice to Grantee. In the Notice, Grantor will propose in good faith a Relocation Site to which Grantee may relocate its Easement Area. Grantee will have sixty (60) days from the date it receives the Notice to evaluate Grantor's proposed Relocation Site, during which period Grantee will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period, will be deemed an approval. If Grantee disapproves such Relocation Site, then Grantor shall in good faith thereafter propose another Relocation Site by notice to Grantee in the manner set forth above. Grantee's disapproval of a Relocation Site must be reasonable based on the criteria (i) through (iv), above. Grantee will have a period of one hundred twenty (120) days after completion of the Relocation Site to relocate at Grantor's expense its facility to the Relocation Site. Upon completion of any such relocation, this Easement shall be amended of record to confirm the relocated Easement area.

Abandonment; Quitclaim. In the event Grantee abandons all facilities installed hereunder as defined in this Section and fails to resume use within sixty (60) days of receipt of written notice of nonuse from Grantor, this Easement shall terminate. The nonuse of all such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Easement, Grantee shall execute, acknowledge and deliver to

Grantor a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to Grantor, as may be reasonably necessary to eliminate this Easement as an encumbrance on the title to the Easement Area and the Grantor's Property.

Representations and Warranties. Each party represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (iv) it shall comply with all laws and regulations applicable to the performance of its obligations hereunder and shall obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (v) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other party to perform fully its respective obligations hereunder.

Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Easement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Attorneys' Fees. If either party brings suit to enforce or declare the meaning of this Easement, then the prevailing party in such suit, and in addition to any other relief, shall be entitled to recover from the nonprevailing party reasonable attorneys' fees and costs, including any on appeal.

Miscellaneous. This Easement shall be governed by and construed in accordance with the laws of the State of Oregon. No modification or amendment to this Easement shall be effective unless signed by the Grantee and the then owner of Grantor's property. The captions set forth in this Easement are included for convenience of reference only and shall not in any manner limit or affect the meaning or interpretation of any terms or provisions of these easements.

No Waiver. No waiver with respect to any provision of this Easement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Easement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Easement.

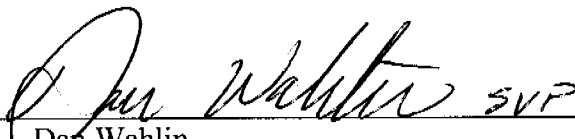
Severability. If any provision of this Easement shall be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each provision of this Easement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Easement can be determined and effectuated.

IN WITNESS WHEREOF, the Grantor has executed this Easement this

16 day of August, 2012

GRANTOR

Columbia Community Bank, an Oregon corporation

By:  SVP
Dan Wahlin
Senior Vice President

STATE OF OREGON)
) ss.
County of WASHINGTON)


On this 16th day of August, 2012, before me, Sandra Lee Huntington, personally appeared

Dah Wahlin, Senior Vice President, Columbia Community Bank, an Oregon corporation,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity (ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  _____

(This area for official notarial seal)

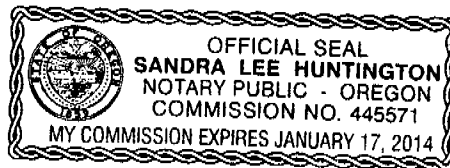


EXHIBIT "A"

