

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that George E. Fell and Mary H. Fell, husband and wife, hereinafter called grantors, for the consideration that it is a part of the total consideration given grantors for real property shown and described in contract of sale from George E. Fell et ux, to Larry D. Gustafson et ux, dated December 31, 1980, recorded January 9, 1981, Fee # 81-830 of the Deed Records of Clackamas County, Oregon, do hereby remise, release and quitclaim unto Larry D. Gustafson and Patricia G. Gustafson, husband and wife, hereinafter called grantees, and unto grantees heirs, successors and assigns an undivided one half interest in common with David C. Grove and Amelia Ann Grove, husband and wife, and their heirs, successors and assigns, since the said David C. Grove et ux have heretofore purchased from the grantors a like undivided one half interest in common to easements rights set forth in reservation in deed from George E. Fell et ux to State of Oregon, dated November 29, 1972, recorded December 5, 1972, Fee #72-36957, Deed Records of Clackamas County, Oregon, as follows: "RESERVING, however unto grantors, their heirs and assigns, an easement for use of that certain spring located near the Southeast corner of the above described tract, together with the right to maintain pipe and power lines thereto, the pumphouse, storage cistern and other facilities of the existing water system, and also the right to enlarge said pumphouse and storage cistern as shown on Exhibit A attached hereto, and by reference made a part hereof."

TO HAVE AND TO HOLD the said undivided one half interest in common unto the said grantees and their heirs, successors and assigns forever.

Dated this 1st day of February, 1987.

STATE OF OREGON }
County of } ss.
WASHINGTON }
2-17-87

Personally appeared the above named George E. Fell and Mary H. Fell acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY Before me

(OFFICIAL SEAL)

Notary Public for Oregon

My Commission expires 6-7-89

(See reverse side for attached Exhibit A made by reference a part hereof.)

88 07906

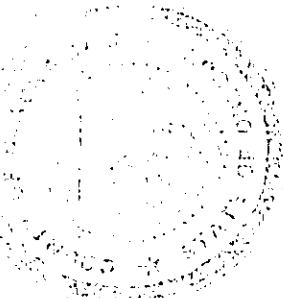
Exhibit A

Exhibit A

STATE OF OREGON
County of Clackamas

I, John F. Kauffman, County Clerk, for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at

1988 MAR 1 PM 3:54

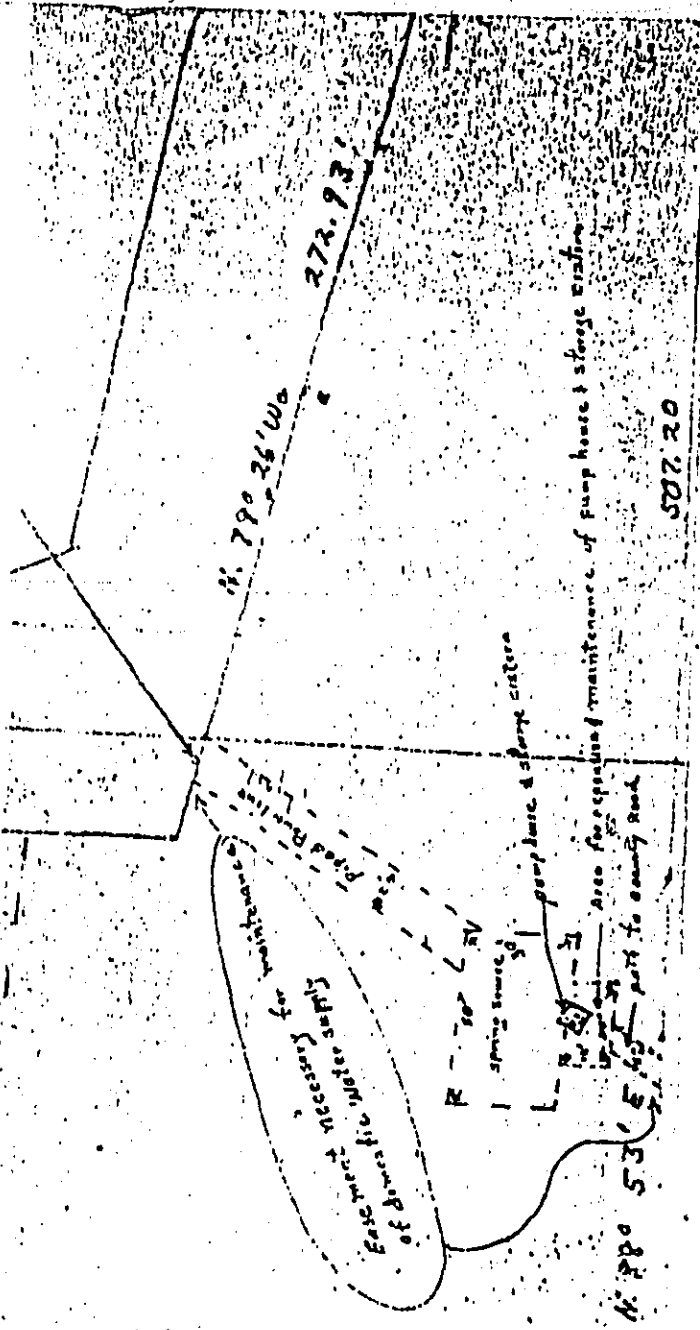


Witness my hand and seal affixed

John F. Kauffman
JOHN F. KAUFFMAN
County Clerk

Recording Certificate
CCP-84 (rev. 12/96)

88 07906



ILLEGIBLE WHEN RECORDED

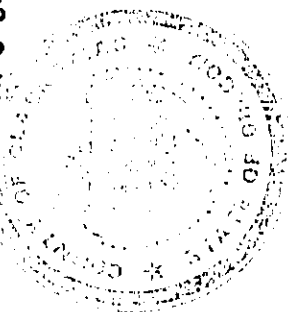
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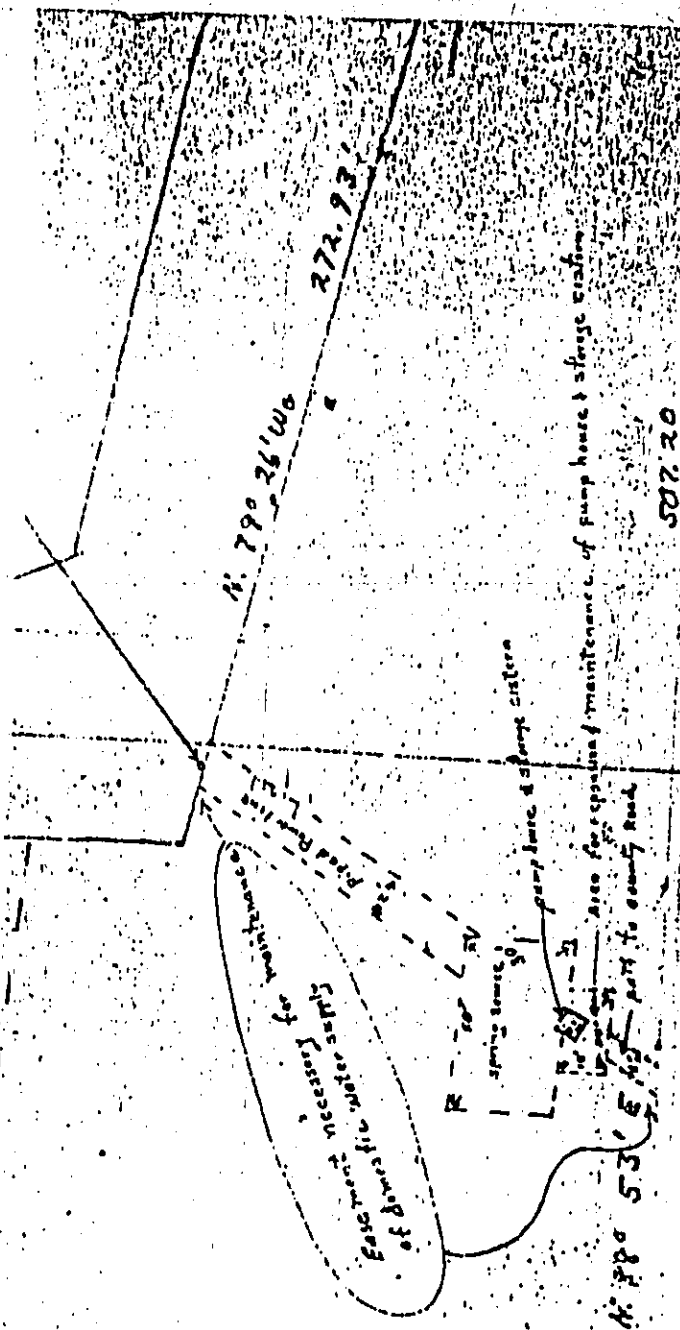


Witness my hand and seal affixed

John F. Kauffman
JOHN F. KAUFFMAN
County Clerk

Recording Certificate
CCP-84 (rev. 12/86)

88 07906



COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT

For and consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, LARRY D. GUSTAFSON and PATRICIA G. GUSTAFSON (hereinafter referred to as Grantors) hereby grant to NORTH WILLAMETTE TELECOM, an Oregon corporation, its successors and assigns, (hereinafter referred to as the Company), the right to construct and maintain aerial and buried communications facilities, together with all cables, poles, guys, anchors and necessary wires and fixtures incidental thereto, under and upon the following described property, hereinafter referred to as the Easement Strip, situated in Clackamas County, Oregon, to wit:

L.D.G.
P.G.G.

The West forty (40) feet of the South four-hundred (400) feet of a parcel of land situated in the NE $\frac{1}{4}$ Section 21, T.3S., R.1E., W.M., said parcel being more particularly described in that Special Warranty Deed recorded February 17, 1987 in Book 98 of Deeds at Page 06736 of Clackamas County Records, excluding therefrom that portion lying within the boundaries of county roadways, PROVIDED HOWEVER that, following completion of initial facility construction, said Easement Strip shall become restricted to a strip of land ten (10) feet in width, the centerline of said strip being contiguous to the centerline traverses of the facilities first constructed hereunder.

This Communications Line Right-of-Way Easement is granted subject to the following terms and conditions:

1. The Company shall have reasonable access to said premises for the purposes stated, utilizing the most reasonably direct routes to and from the Easement Strip from adjacent roadways.
2. This easement shall not be assigned by the Company without the prior written approval of Grantors, which approval shall not be unreasonably withheld.
3. The Company shall not fence the Easement Strip.
4. The Company shall promptly backfill any trench made by it on the Easement Strip and shall promptly repair or pay for any damages to Grantors' property, including damages to growing crops, fences, tiling, landscaping or private roads or lanes on the real property, arising as a direct result of the Company's exercise of the rights granted herein. Additionally, the Company shall have the right to clear and keep cleared trees which may interfere with or threaten to interfere with the Company's exercise of rights granted herein, provided that the Company shall promptly reimburse Grantors for the merchantable value of any trees removed hereunder. Furthermore, the Company shall, within a reasonable time following completion of any excavation or clearing activities authorized herein, whether for facility construction, repair or maintenance purposes, restore the surface of the ground, as nearly as reasonably possible, to its prior condition in a workmanlike manner or, in the case of initial facility construction hereunder, in accordance with that Letter of Consideration for Grant of Easement presented to Grantors in consideration for this easement grant.
5. The Company shall indemnify and hold Grantors harmless from and against any and all loss and damage that shall be caused directly by the

L.D.G.
P.G.G.

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

exercise of the rights of ingress and egress or any wrongful or negligent act or omission of the Company or its agents or employees in the course of their employment.

6. Grantors warrant that Grantors are the sole owners of the Easement Strip and have the sole right to grant this easement. Grantors reserve the right to use the Easement Strip for purposes that will not interfere with the Company's full enjoyment of the rights granted by this instrument, provided that Grantors shall not erect or construct any building or other structure within the Easement Strip.

IN WITNESS WHEREOF, the Grantors have executed this Communications Line Right-of-Way Easement this 13th day of January, 1996.

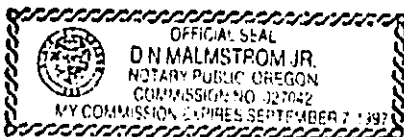
Larry D. Gustafson
Larry D. Gustafson

Patricia G. Gustafson
Patricia G. Gustafson

STATE OF OREGON)
) SS.
COUNTY OF CLACKAMAS)

BE IT REMEMBERED, That on this 13th day of January, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry D. Gustafson and Patricia G. Gustafson

the identical individual 5 described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



D.N. Malmstrom Jr.
Notary Public in and for the State of OREGON
My Commission expires: 9-7-97

STATE OF OREGON 96-003279
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPT# AND FEE: 30326 \$10.00
DATE AND TIME: 01/16/96 11:57 AM
JOHN KAUFFMAN, COUNTY CLERK

AFTER RECORDING RETURN TO:

tw telecom of oregon llc
Attn: Susan Harden
10475 Park Meadows Drive
Littleton, CO 80124

STATE OF OREGON
Department of State Lands

EASEMENT NO. 52037-EA
S&S Fiber Optic Communication

OP
The STATE OF OREGON, by and through its Department of State Lands, GRANTOR,
for and in consideration of \$N/A, hereby grants to GRANTEE,

NAME of GRANTEE:
tw telecom of oregon llc

ADDRESS:
10475 Park Meadows Drive
Littleton, CO 80124

an easement and right to construct, maintain, operate and replace an underwater fiber
optic conduit over, upon, and across the following particularly described property situated
in Clackamas County, Oregon, more particularly described as follows:

A strip of land 15.00 feet in width, situated within the Northwest Quarter
of Section 21, Township 3 South, Range 1 East, Willamette Meridian,
Clackamas County, Oregon.

Being 7.50 feet on each side of the following described centerline:

Beginning at a point on the adopted low water line on the left bank
(Northerly) of the Willamette River which bears South 01°00'00" West
683.35 feet along the North - South centerline of Section 21 from the North
one-quarter corner of said Section 21 and North 89°00'00" West 17.54 feet
(when measured at right angles therefrom) from said North - South
centerline of Section 21;

thence leaving said left bank and crossing the Willamette River South
1°02'52" West 715.46 feet to a point on the right bank of the Willamette
River (Southerly) which bears South 01°00'00" West 1389.81 feet along
the North - South centerline of Section 21 from the North one-quarter
corner of said Section 21 and North 89°00'00" West 18.13 feet (when
measured at right angles therefrom) from said centerline of Section 21 and
terminus.

The sidelines of said strip shall be shortened or lengthened as
required to intersect said adopted low water lines.

Clackamas County Official Records
Sherry Hall, County Clerk

2014-047117



01794723201400471170060068

\$78.00

09/16/2014 10:15:01 AM

D-E Cnt=1 Stn=6 KARLYN
\$30.00 \$16.00 \$22.00 \$10.00

Containing 0.2463 acres or 10,730 square feet, more or less, and as shown on the attached Exhibit "A".

TO HAVE AND TO HOLD the same unto GRANTEE for 30 years , subject to the following conditions:

1. GRANTOR has the right to grant additional easements within the area authorized by this easement subject to the provisions of the administrative rules governing the granting of easements.
2. GRANTEE shall obtain prior written approval from GRANTOR prior to:
 - a) Changing the type of use authorized by this easement;
 - b) Expanding the number of authorized developments or uses;
 - c) Changing the authorized area; and/or
 - d) Permitting other persons to utilize the easement for uses and developments requiring separate written authorization by GRANTOR pursuant to the administrative rules governing the granting of easements or other GRANTOR requirements.
3. The easement area shall remain open to the public for recreational and other non-proprietary uses unless restricted or closed to public entry by the State Land Board or GRANTOR.
4. GRANTOR and/or its authorized representative(s) shall have the right to enter into and upon the easement area at any time for the purposes of inspection or management.
5. Except as expressly authorized in writing by the Department, GRANTEE shall not:
 - a) Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, or
 - b) Remove any sand and gravel, or other mineral resources for commercial use or sale, that occur in the easement area except as expressly authorized in writing by GRANTOR.

Routine right-of-way maintenance including vegetation trimming shall be allowed.

6. GRANTEE shall compensate GRANTOR for the fair market value of any commercially valuable timber or sand and gravel resources in the easement area that must be removed during or after placement of the authorized use, or which cannot be developed because of the authorized use.

7. GRANTEE shall conduct all operations within the easement area in a manner that conserves fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests. Upon completion of construction, GRANTEE shall reclaim disturbed lands to a condition satisfactory to GRANTOR.
8. GRANTEE shall obtain a surety bond in the amount of \$N/A to ensure compliance with the terms and conditions of this easement.
9. The right to use this easement shall automatically terminate if it, or the development authorized by GRANTOR, is not used within five (5) consecutive years of the date this easement was granted, pursuant to the provisions of the administrative rules governing the granting of easements.
10. Unless otherwise approved in writing by GRANTOR, GRANTEE shall remove all cables, pipes, conduits, roads, and other developments placed by GRANTEE on the easement, and shall restore the surface of the easement area to a condition satisfactory to GRANTOR within one (1) year following termination of use or expiration of this easement.
11. GRANTEE shall inspect the condition of the area authorized by this easement and the developments authorized by this easement on a frequency of N/A.
12. GRANTOR shall have the right to stop operation of the use authorized by this easement for noncompliance with the conditions of this easement, the provisions of the administrative rules governing the granting of easements, and/or any lawful requirement by a regulatory agency of this STATE.
13. If this easement authorizes the use of state-owned submerged and/or submersible land:
 - a) Construction in navigable waters shall conform to the standards and specifications set by the U.S. Army Corps of Engineers and the U.S. Coast Guard for the use authorized by this easement.
 - b) Any blasting which may be necessary, or in-water placement, maintenance, or repair of the authorized use shall be performed according to the laws of this STATE, including strict adherence to Oregon Department of Fish & Wildlife in-water work windows.
14. GRANTEE agrees to defend and hold GRANTOR harmless from any and all claims suffered or alleged to be suffered on the premises. Further, GRANTEE shall be responsible for the payment of any fines or penalties charged against the premises as a result of GRANTEE's action in not complying with laws or regulations affecting the premises.

15. GRANTEE shall pay to GRANTOR the current market value, as determined by GRANTOR, for any unnecessary and non-approved damages to state-owned lands caused by construction or maintenance of the easement.
16. GRANTEE shall pay all assessments that may be legally charged on public lands which are levied against the property subject to this easement, whether or not such assessments have been levied against the easement area or STATE by the assessing agency.
17. GRANTEE shall use the authorized easement area only in a manner or for such purposes that assure fair and non-discriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.
18. This easement is granted with the express understanding and provision that it may be subject to the future imposition by GRANTOR of a consideration payment (if not already subject to one under current law), and/or usage fee to be established by the Oregon State Land Board as authorized by law.
19. This easement is freely transferable. However, no transfer may increase the burden on the easement area or detract from the value of the underlying state-owned land.

This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is for an easement only, and title remains in the State of Oregon.

WITNESS the seal of the Department of State Lands affixed this 5TH day of AUGUST, 2014.

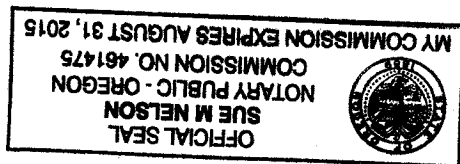


STATE OF OREGON, acting by and through its Department of State Lands

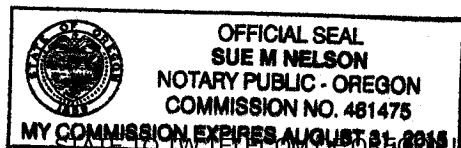
Lori Warner Dickason Lori Warner Dickason
DSL Authorized Signature/Printed Name

STATE OF OREGON)
)ss
County of Marion)

This foregoing instrument was acknowledged before me this 5TH day of AUGUST, 2014, by LORI WARNER DICKASON, the OPERATIONS MANAGER of the Department of State Lands.



Sue M Nelson
Signature
My commission Expires 8/31, 2015



Oregon Department of State Lands Land Management Division



52037-EA
TW Telecom of Oregon LLC

3S 1E

52037

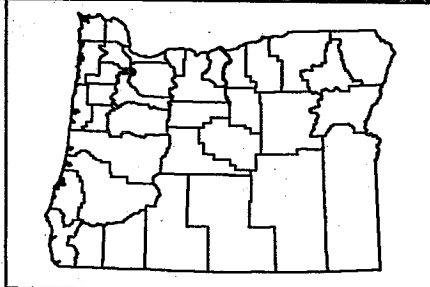
Sources: Esri, DeLorme, USGS, NPS, Source: Esri, DigitalGlobe, GeoEye,
Aurbind, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo,
and the GIS User Community



0 170 340
Feet

1 inch = 336 feet

Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet



Vicinity Map

Legend

Authorizations

This map depicts the approximate location and extent of a Department of State Lands, Land Management Division authorization for use and/or property transaction. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Exhibit A

Contact:
State of Oregon
Department of State Lands
Land Management Division
503-986-5309
www.oregon.gov/dsl/LW
Date: 6/12/2014