

22583

RIGHT OF WAY EASEMENT

Vol. 76 Page 19602

E6-702

For value received, Weyerhaeuser Company, a Washington corporation, herein called "Weyerhaeuser," grants to Pacific Northwest Bell Telephone Company, a corporation, herein called "Bell" the non-exclusive right to install, operate, maintain and replace a telephone cable, herein called the "Line," over, across, and under the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 40 South, Range 7 East of W.M., Klamath County, Oregon, in the approximate location shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

It is mutually understood and agreed that Weyerhaeuser has granted this easement and Bell has accepted the same, subject to the following terms, conditions, covenants and agreements.

1. Weyerhaeuser, for itself, its successors and assigns, reserves the right to cross and recross the lands occupied by the Line on grade or otherwise by any means for any purpose and further reserves the right to use said lands for any purpose not inconsistent with the rights herein granted.

2. When installing, replacing and/or maintaining the Line, Bell shall:

(a) Do so in such manner as to not interfere with or prevent operations on Weyerhaeuser's land, including, but not limited to, Weyerhaeuser's truck road.

(b) Notify Weyerhaeuser's Klamath Falls, Oregon office forty-eight (48) hours in advance and secure the consent and approval of Weyerhaeuser's Land Use Supervisor as to the time such work is to be conducted.

(c) Where mounted on poles the Line shall be installed at a sufficient height to maintain a minimum clearance of thirty (30) feet between the Line and the ground surface at the lowest point of sag.

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19603

(d) Where buried under ground, the location of the line shall be clearly marked with inter-visible signs showing the depth and location of the Line.

3. Bell shall clean up or burn or otherwise dispose of all slashings and debris created by Bell on Weyerhaeuser lands as soon as may be practicable and in such manner and at such times as are provided by law and approved by Weyerhaeuser.

4. Bell shall at all times have the right of ingress to and egress from the Line over and across Weyerhaeuser's land for the purpose of exercising all of the rights herein granted.

5. Bell expressly releases Weyerhaeuser from any and all claims for damage to the improvements installed by Bell, pursuant to the rights granted herein, arising from any operation of Weyerhaeuser on its said lands, provided, however, that in the conduct of any such operation, Weyerhaeuser shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does release Weyerhaeuser from any claim for damage caused by its negligence. Weyerhaeuser does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than Weyerhaeuser's employees.

6. Bell shall reimburse Weyerhaeuser for any increases in taxes or assessments of any kind levied against Weyerhaeuser lands by reason of the Line or the use thereof or the easement herein granted.

7. Bell shall be liable and hereby covenants to pay for all loss or damage to Weyerhaeuser's property which is caused by or results from any act or omission to act of Bell in the construction, operation, maintenance or repair of the Line.

8. Bell hereby covenants and agrees to protect, indemnify and hold harmless Weyerhaeuser from all damages, claims, costs and liabilities which may in any wise come against Weyerhaeuser

19604

by reason of injury to persons caused by or resulting from the construction, operation, maintenance or repair of the Line.

9. The easement and rights hereby granted shall continue and be in force for such time as Bell shall maintain and use the Line; provided, however, that when Bell shall have ceased to use the Line for a period of two (2) years all rights and interest of Bell hereunder shall cease and terminate without notice and shall revert to the owner of said lands, but Bell shall, nevertheless, remain liable for all claims and damages arising hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the 9th day of Aug., 1976.

WEYERHAEUSER COMPANY

By *[Signature]*
Land and Timber Resources Manager
(Acting)

Attest *[Signature]*
Assistant Secretary

PACIFIC NORTHWEST BELL TELEPHONE
COMPANY

By *[Signature]*
RIGHT-OF-WAY SUPERVISOR

Attest *[Signature]*
RIGHT-OF-WAY AGENT

Approved as to Form
By *[Signature]*
Attorney for
Pacific Northwest Bell Telephone Company

STATE OF WASHINGTON)

County of King)

ss.

* Acting

19605

On this 10th day of Aug., 1976, before me personally appeared D.W. Wilbur and Robert N. Mogensen, to me known to be the Land and Timber Resources Manager* and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kim Ryan

Notary Public in and for the State of Washington, residing at Tacoma.

STATE OF OREGON)

COUNTY OF CLATSOP)

ss.

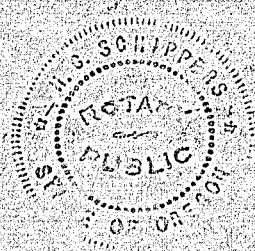
On this 20th day of AUGUST, 1976, before me personally appeared J.W. DEYOUNG and B. FLANNERY, to me known to be the RIGHT-OF-WAY SUPERVISOR and RIGHT-OF-WAY AGENT, respectively, of Pacific Northwest Bell Telephone Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

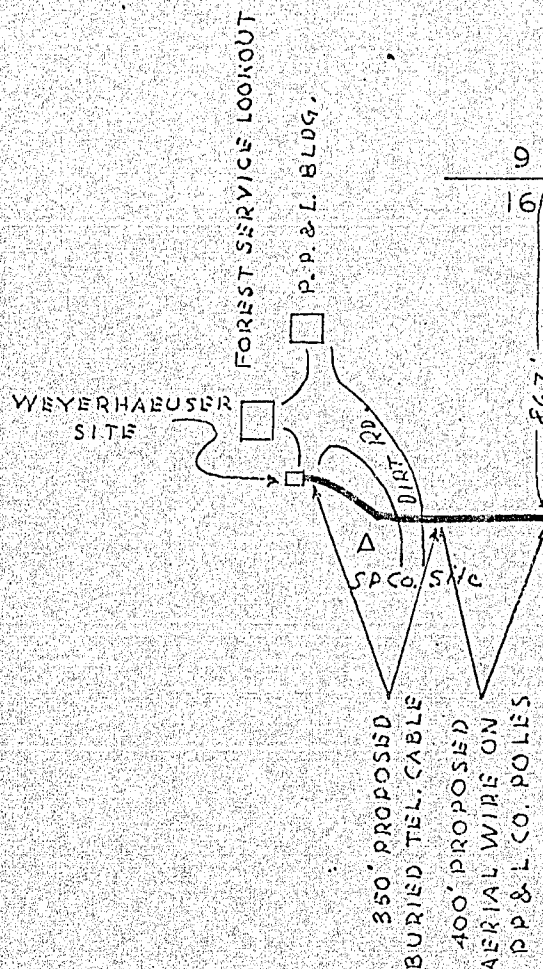
H. H. Schippers

Notary Public in and for the State of Washington, residing at LAKE OSWEGO
OREGON

MY COMMISSION EXPIRES 8/12/77



19606



KLAMATH Co.
T. 40 S., R. 7 E., W. M.

APPLICATION BY PACIFIC NORTHWEST BELL TO BURY
CABLE AND PLACE AERIAL WIRE ON WEYERHAEUSER
Co. LANDS.

dict.
Jace H. W. Bell
825 N.E. 20th
Portland Ore
97232

EXHIBIT A

KLAMATH FALLS
R.O. 78332

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 7th day of
DECEMBER A.D., 1976 at 10:42 o'clock A.M., and duly recorded in Vol. M 76
of DEEDS on Page 19602

FEE \$ 15.00

WM. D. MILNE, County Clerk

By *Hazel Drazic* Deputy