

EASEMENT

THIS EASEMENT is granted as of the 15th day of February, 1984, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a corporation, herein called "Bell," WITNESSETH:

## I

Weyerhaeuser for and in consideration of One Hundred Fifty Dollars (\$150.00) and the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Bell, its successors and assigns, an easement ten (10) feet in width for a telephone line right-of-way together with the right to install, bury, maintain, remove, repair, replace and use buried cables, referred to as the "Line," under and across the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36, Township 25 South, Range 7 East, W. M., Klamath County, Oregon; said Line being located approximately as shown in red on the attached Exhibit A.

Subject as to said lands to all matters of public record, including, but not limited to that certain Right of Way Easement Deed, dated May 23, 1966 as recorded in Microfilm Records of Klamath County, Oregon at M-66, Page 5560.

## II

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

1. Weyerhaeuser for itself, its successors, assigns and permittees, reserves the right to use the lands occupied by the Line in a manner that will not unreasonably interfere with the rights granted Bell hereunder.

2. 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 not release Weyerhaeuser from any claim for damages 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 employees.

3. Bell shall at all times have ingress to and egress from the Line over and across Weyerhaeuser's land for the purposes of exercising all of the rights herein granted.
4. Bell shall construct and install, and at all times maintain the Line in accordance with the laws, rules and regulations of the United States of America and the State of Oregon, governing the construction of power lines.
5. Bell shall construct and install the Line adjacent to the Westerly edge of U.S. Forest Service Road No. 254 in accordance with U.S. Forest Service instructions.
6. The Line shall be buried at a minimum depth of thirty-six (36) inches and shall be marked by intervisible markers.
7. Bell may control on a continuing basis and by any prudent and reasonable means the establishment and growth of trees, brush or other vegetation which could, in the opinion of Bell, reasonably constitute a danger or menace to the Line. Bell shall clean up and burn or otherwise dispose of all slashings 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 approval by Weyerhaeuser.
8. 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.
9. 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 by reason of injury to persons or damage to property of third persons caused by or resulting from the construction, operation, maintenance or repair of the Line.
10. Any independent contractor or subcontractor engaged by Bell to perform services relating to the rights held by Bell shall, as between the parties hereto, be deemed to be the agent of Bell.
11. 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 whenever Bell shall have ceased to use the Line for a period of two (2) years all rights and interests of Bell hereunder shall cease and terminate without notice and shall revert to the owner.

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of said lands, but Bell shall, nevertheless, remain liable for all claims and damages arising hereunder.

12. This agreement and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Weyerhaeuser has executed and Bell has accepted this Easement, as of the day and year first above written.

WEYERHAEUSER COMPANY

By: *Des Wilson*  
Forest Land Use Manager

Attest: *Robert H. Jorgensen*  
Assistant Secretary

Accepted by:

PACIFIC NORTHWEST BELL TELEPHONE COMPANY


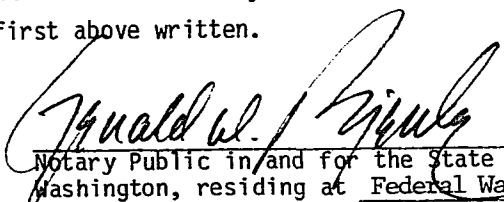
By: *D. L. Roushning*  
Title: Right of Way Manager

FORM APPROVED  
Date: 8/15/84  
By: *[Signature]*  
Legal Department  
Pacific Northwest Bell

STATE OF WASHINGTON     )  
                                  ) ss.  
COUNTY OF KING         )

On this 15th day of February, 1984, before me personally appeared D. W. Wilbur and Robert N. Mogensen, to me known to be the Forest Land Use 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.

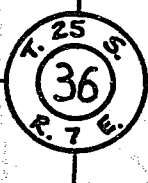
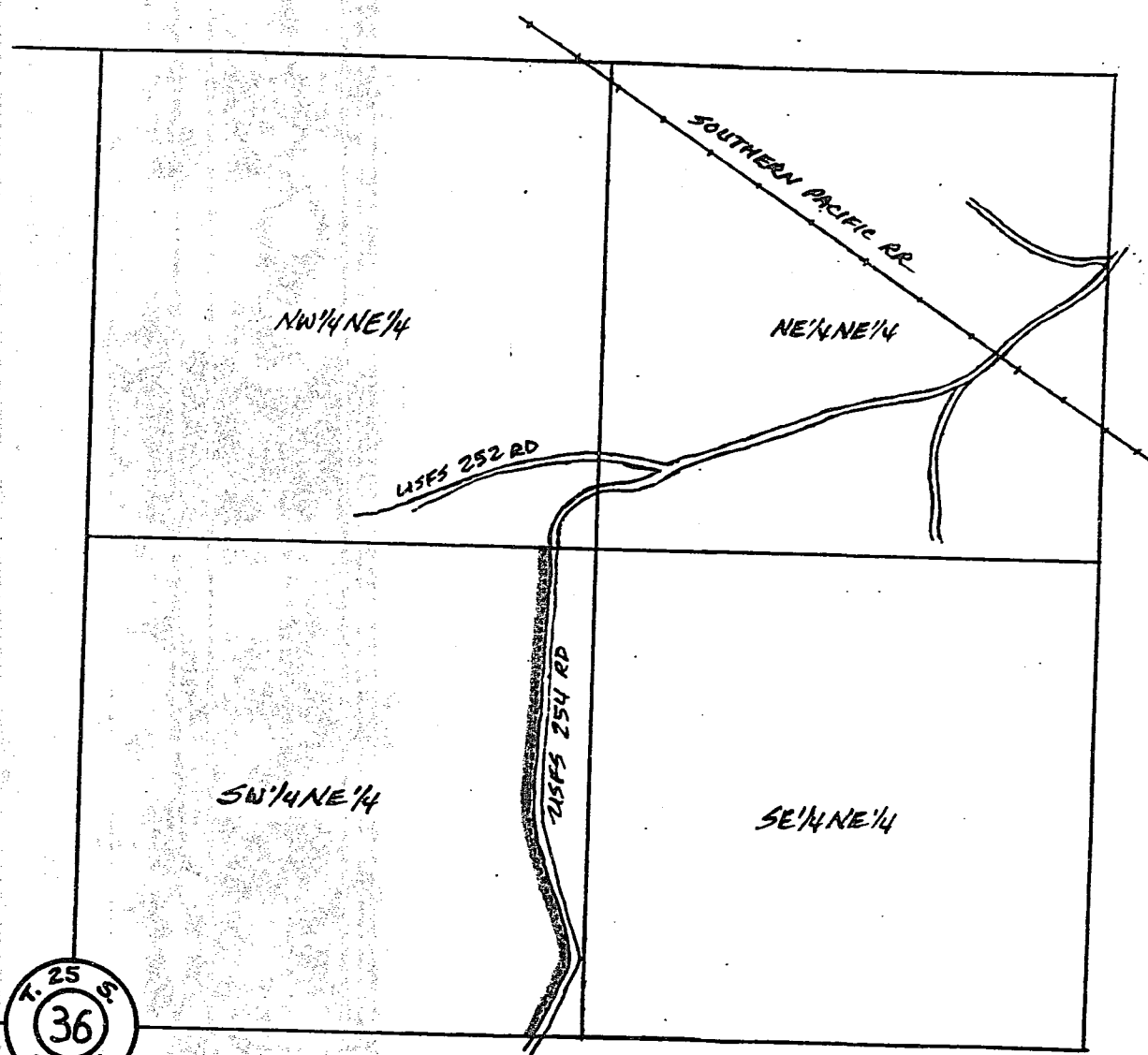
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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



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EXHIBIT A



EASEMENT: WEYERHAEUSER TO PACIFIC NW BELL

SW 1/4 NE 1/4 SECTION 36 - T.25 S. - R.7 E., W.4 -  
KLAMATH COUNTY, OREGON

----- EASEMENT,  
10' IN WIDTH

Return: Gail Priddy  
Pacific Northwest Bell  
1201 East Union St  
Seattle, Wash 98122

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 30th day of April A.D., 1984 at 8:38 o'clock A M,  
and duly recorded in Vol M84, of Deeds on page 7073.

EVELYN BIEHN, COUNTY CLERK

Fee: \$ 20.00

by: *[Signature]*, Deputy