

EASEMENT  
(Buried Cable)

THIS EASEMENT is granted as of the 12th day of September, 1939, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a Washington corporation, herein called "Grantee," WITNESSETH:

## I.

Weyerhaeuser, for and in consideration of the sum of One Thousand Four Hundred and No/100 Dollars (\$1,400.00) and the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantee, its successors and assigns, an easement ten (10) feet in width for an underground communication line right of way together with the right to install, bury, maintain, remove, repair, replace and use above-ground cabinets and buried communication cables, herein referred to as the "Line," over and across portions of the following described lands in Klamath County, Oregon:

<u>Description</u>	<u>Sec. - Twp. - Rge., W.M.</u>		
S $\frac{1}{4}$ SE $\frac{1}{4}$	14	39S	8E
E $\frac{1}{4}$ SE $\frac{1}{4}$	22	39S	8E
NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$	23	39S	8E

being five (5) feet on either side of the centerline located approximately as shown in red on the attached Exhibit A. The easement and right of way herein granted shall, to the extent practicable, be adjacent to and parallel with the Southeasterly right of way line of State Highway No. 66.

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

## II.

It is mutually understood and agreed that Weyerhaeuser has granted this Easement and Grantee 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 Grantee hereunder.

2. Grantee expressly releases Weyerhaeuser from any and all claims for damage to the improvements installed by Grantee 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, or agents. *D.P. Q.P.W.*

3. Grantee 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. Grantee 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 telephone lines.

5. The Line shall be buried at a minimum depth of thirty-six (36) inches and shall be marked by intervisible markers.

6. Grantee 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 Grantee, reasonably constitute a danger or menace to the Line. Grantee shall clear up and burn or otherwise dispose of all slashings created by Grantee 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.

7. Grantee 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 Grantee in the construction, operation, maintenance or repair of the Line.

8. Grantee 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.

9. It is understood and agreed that if, at any future time, the Line interferes with Weyerhaeuser's use of its land, upon request by Weyerhaeuser, Grantee will, within ninety (90)

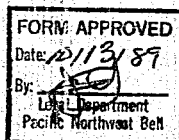
days, change the location and installation of the Line at its own expense and in such manner as to eliminate such interference.

10. Any independent contractor or subcontractor engaged by Grantee to perform services relating to the rights held by Grantee shall, as between the parties hereto, be deemed to be the agent of Grantee.

11. The Easement and rights hereby granted shall continue and be in force for such time as Grantee shall maintain and use the Line; provided, however, that whenever Grantee shall have ceased to use the Line for a period of five (5) years, all rights and interests of Grantee hereunder shall cease and terminate without notice and shall revert to the owner of said lands, but Grantee shall, nevertheless, remain liable for all claims and damages arising hereunder.

12. This Easement 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 Grantee has accepted this Easement, as of the day and year first above written.



WEYERHAEUSER COMPANY

By: [Signature]  
VICE President, General Manager

Attest: [Signature]  
Assistant Secretary

Accepted by:


PACIFIC NORTHWEST BELL TELEPHONE  
COMPANY

By: [Signature]  
Title: Manager Right of Way Operations

STATE OF OREGON )  
 ) ss.  
COUNTY OF KLAMATH )

On this 19th day of September, 1989, before me personally appeared D. C. Williams and D. A. Peterson, to me known to be the ~~XXXXX~~ ~~XXXXX~~ General 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.

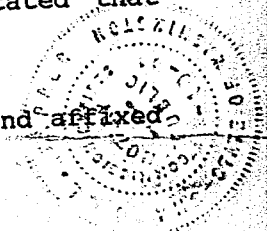
  
Marjorie L. Elsemore  
Notary Public in and for the State of Oregon.

My Appointment expires: 2/28/92

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

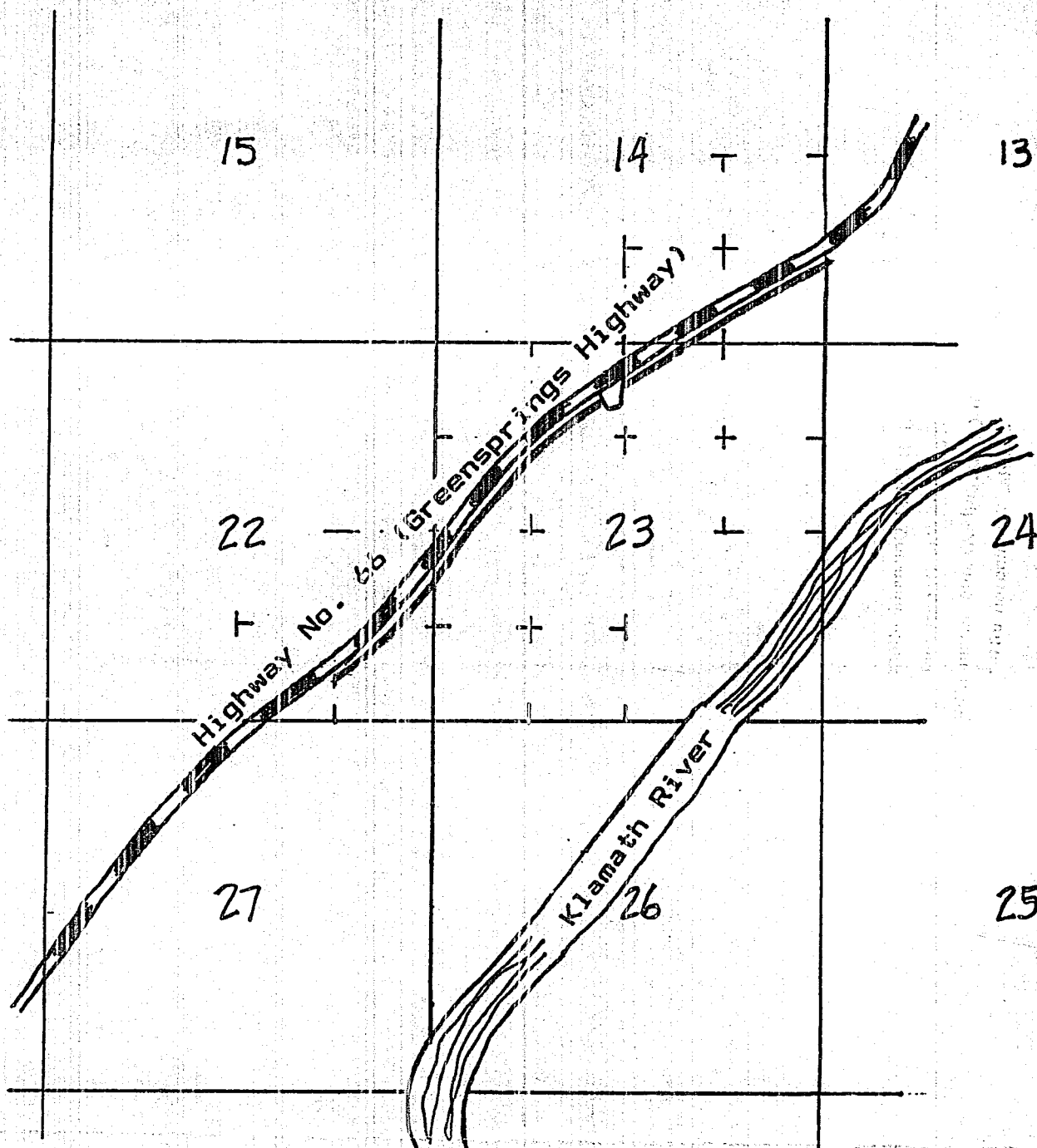
On this 12th day of July, 1989, before me personally appeared D. L. Dauphiny, to me known to be the Manager Right of Way Operations of PACIFIC NORTHWEST BELL TELEPHONE COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

  
Harold L. Dwyer  
Notary Public in and for the State of Washington.

My Appointment expires: 9.10.91

## EXHIBIT A



## EXHIBIT A

Township 39 South, Range 8 East, W.M.  
Klamath County, Oregon

Buried Cable Easement (10' in width) ~~XXXXXXXXXX~~

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U. S. West Communications the 14th day  
of Nov. A.D., 19 89 at 11:28 o'clock AM., and duly recorded in Vol. M89  
of Deeds on Page 21942.

FEE \$28.00

Return: U.S. West Communications  
1600 7th Ave. #1703, Seattle, WA. 98197

Evelyn Biehn County Clerk

By Caroline Muelandere