

EASEMENT
(Buried Cable)

THIS EASEMENT is granted as of the 1st day of August, 1994, by **WEYERHAEUSER COMPANY**, a Washington corporation, herein called "Weyerhaeuser," to **TELEPHONE UTILITIES OF EASTERN OREGON, INC.**, dba **PTI COMMUNICATIONS**, a corporation, herein called "Grantee," WITNESSETH:

I.

Weyerhaeuser, for and in consideration of 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 a telephone line right of way together with the right to install, bury, maintain, remove, repair, replace and use a buried telephone cable, referred to as the "Line," over and across a portion of Govt. Lot 6 of Section 6, Township 29 South, Range 8 East, W.M., Klamath County, Oregon; said line being installed substantially twelve and one-half (12½) feet West of the centerline of the existing thirty-five foot wide road right of way, having its Western boundary coincident with the Western boundary of said existing road right of way, located approximately as delineated on the attached Exhibit A.

Subject as to said lands to all matters of public record, to all unrecorded leases, licenses and permits, if any, and to all matters which a prudent inspection of the premises would disclose.

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.
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.

Return: PTI

P.O. Box 337, Lebanon, Or. 97355

F94-645

4. Grantee shall:

a. 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.

b. Immediately restore all roads and road drainage structures disturbed by the installation, replacement or removal of said line to the extent necessary to maintain the original cross section of the road, shoulders and drainage to a like condition as before the line was installed, replaced or removed. Road construction shall include, but is not limited to, resurfacing, blading, shaping and compacting the road surface, shoulders and/or ditch line to provide a riding surface of said road upon which a truck may be safely driven at a speed designated by Weyerhaeuser's Land Use Supervisor at Klamath Falls, Oregon, or the Supervisor's designee.

5. The Grantee's installation made under the right of way herein described shall also be subject to the terms, conditions and specifications of Exhibit B, attached hereto and by this reference made a part hereof.

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 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]*
Forest Land Use Manager

Attest: *Pamela M. Redmon*
Assistant Secretary

Accepted in behalf of:

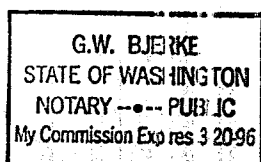
TELEPHONE UTILITIES OF EASTERN OREGON, INC.
dba PTI COMMUNICATIONS

By: *[Signature]*
Title: *D. H. F. V. R.*

STATE OF WASHINGTON) } ss.
COUNTY OF KING

On this 1st day of August, 1994, before me personally appeared D. W. Wilbur and Pamela M. Redmon, 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.

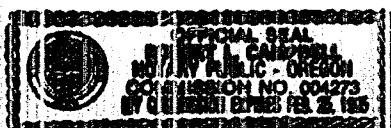


G.W. Bjerke
Notary Public in and for the State
of Washington.
My Appointment expires: March 20, 1996

STATE OF OREGON) ss.
COUNTY OF LINN)

On this 22 day of AUGUST, 1994, before me personally appeared GARY S. FRIBERG, to me known to be the DIVISION ENGINEER of **TELEPHONE UTILITIES OF EASTERN OREGON, INC.**, 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.

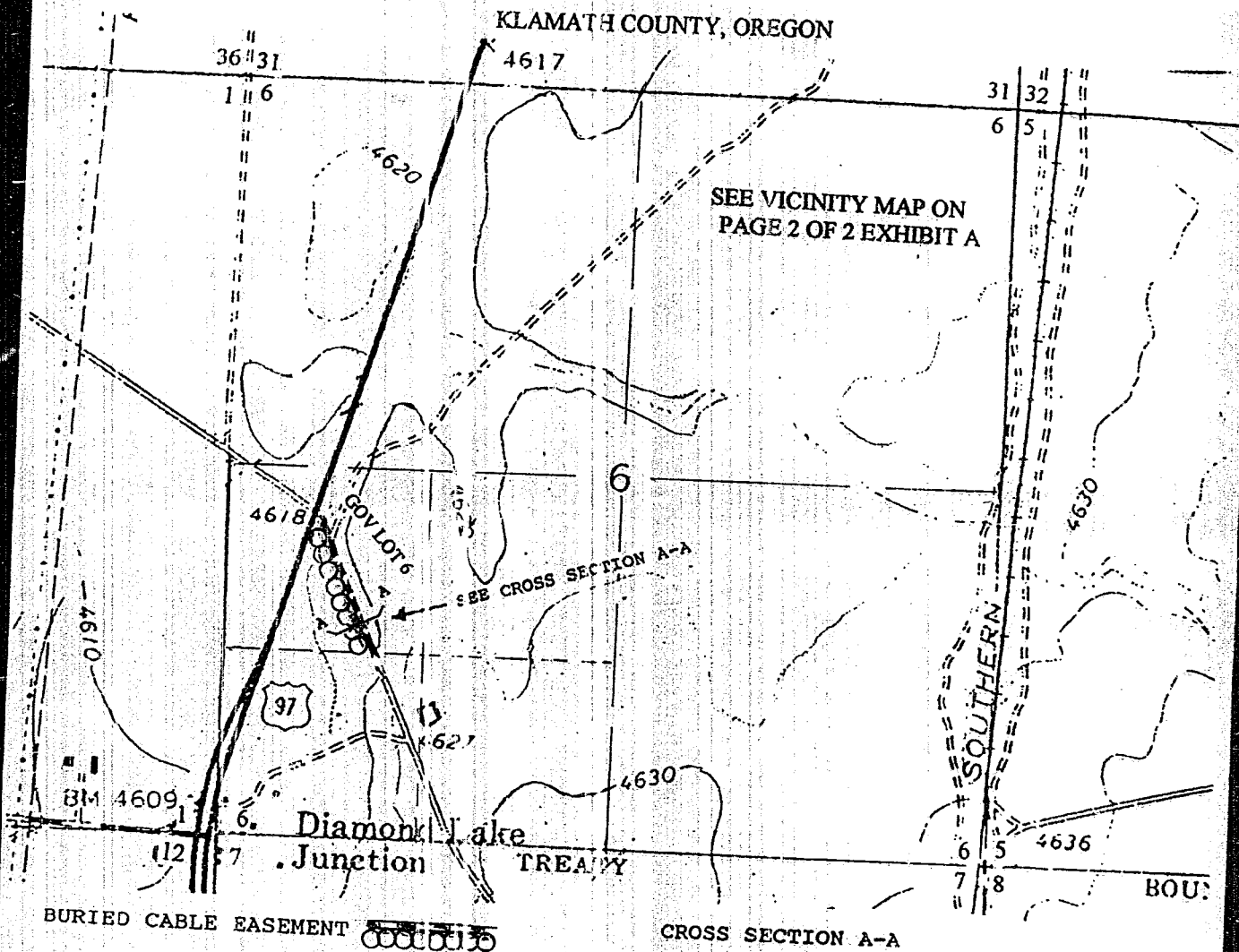


R. J. L. Campbell
Notary Public in and for the State of OREGON.
~~Washington~~
My Appointment expires: 2/25/95

33697

AN EASEMENT
FOR
A BURIED TELEPHONE CABLE
WEYERHAEUSER COMPANY
TO
TELEPHONE UTILITIES OF EASTERN OREGON, INC
SECTION 6 TOWN 29 SOUTH, RANGE 8 EAST, W.M.

KLAMATH COUNTY, OREGON



BURIED CABLE EASEMENT

CROSS SECTION A-A

LOCATION MAP

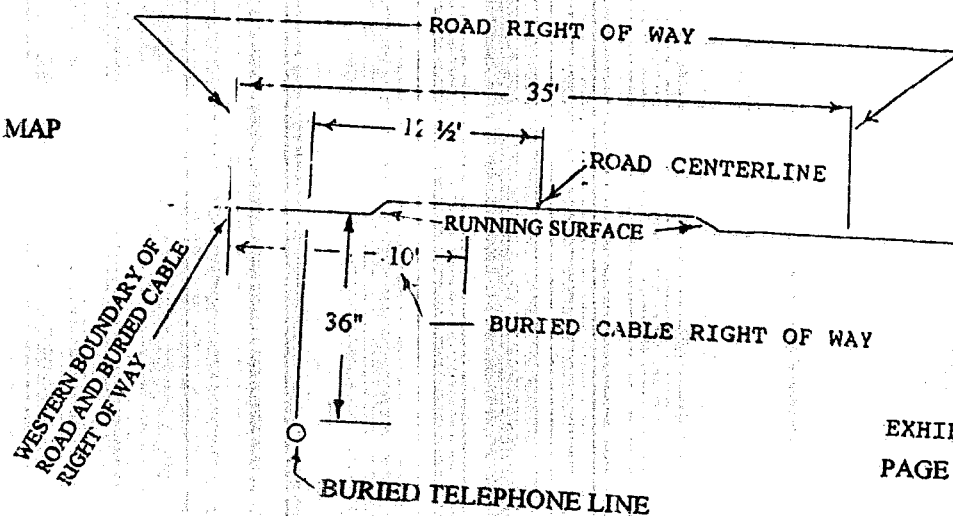


EXHIBIT A
PAGE 1 OF 2

33698

A BURIED TELEPHONE CABLE

SECTION 6 TOWN 29 S OUTH, RANGE 8 EAST, W.M.

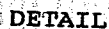
KLAMATH COUNTY, OREGON



(NCR BOB CAMPBELL
PHONE (503) 239-7219

Title			
WO 94941		ACAD: 94941/KM	
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SEE LOCATION MAP ON
PAGE 1 OF 2



ENCR. BOB CAMPBELL
PHONE: 150.31259-7218

Title	
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Ex. 2507 CLR 1644-518-2	
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EXHIBIT A
PAGE 2 OF 2

EXHIBIT B

33699

**SPECIFICATIONS FOR THE PLACEMENT OF A LINE
UNDER EXISTING ROADS**

1. Appropriate action shall be taken to preserve the structural integrity of the existing roadbed and to provide for the safe use of the same.
2. Coordinate installation, maintenance, repair or removal of the telephone line with any party who has secured prior road access rights so as not to unreasonably interfere with such prior rights.
3. No installation, maintenance, repair or removal work of any kind shall be performed without the prior consent and approval of Weyerhaeuser's Land Use Supervisor at Klamath Falls, Oregon, or the Supervisor's designee. The Land Use Supervisor or designee shall be notified at least 24 hours prior to any installation, maintenance, repair or removal work which is to be performed under the road grade. Said Land Use Supervisor may be contacted at (503) 885-3250 or such other number as may be designated from time to time.

However, nothing contained herein shall prevent the Grantee or entity authorized to perform repair work from responding to an emergency relating to the facilities within the right of way. Provided, that in the event emergency repair to or replacement of the line is required, the Grantee or authorized entity shall immediately notify said Supervisor or designee of the location of said repair or replacement work, and the Grantee or authorized entity shall also notify said Supervisor or designee when emergency repairs or replacement have been completed.
4. (a) At all times during the installation of or maintenance, replacement, repair and removal to the line crossing under the road, a watchman shall be employed and furnished by the Grantee or entity performing the work to flag all traffic and adequately warn such traffic that work is being performed under the road.
(b) At all time during the installation of or maintenance, replacement, repair and removal to the crossing under the road, warning flags shall be placed alongside the road at a distance of 500 feet on each side of the installation/repair site. Said warning flags shall be removed upon the completion of the installation or repair work.
5. The line shall be buried at a minimum depth of thirty-six (36) inches below the outside of the riding surface of the existing road and, if necessary, the Grantee shall provide at its own expense a road surface overlay to maintain the minimum depth of thirty-six (36) inches over the top of the line.
6. Grounding rods for the line are to be placed no more than 700 feet apart.
7. A minimum crossing depth of twelve (12) inches under all culverts must be maintained for installing, replacing or repairing the line.
8. All line splices shall be protected by using vaults. Unvaulted line splices are prohibited.
9. Each splicing vault shall be located outside of the ditch line of the existing road so as not to obstruct road grading and ditch maintenance work.
10. The line shall be marked by intervisible markers placed no more than 500 feet apart and at all road intersections.
11. Where laws or orders of appropriate authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of the specification set forth in this Exhibit.
12. All costs made necessary by any installation maintenance, repair or removal of said underground line shall be borne by the Grantee or entity authorized to perform such work.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ of _____
Oct _____ A.D., 19 94 at _____ o'clock _____ P.M., and duly recorded in Vol. _____
_____ Deeds _____ on Page 33693
By Evelyn Biehn _____
County Clerk

FEE \$40.00