

UNDERGROUND COMMUNICATIONS CONDUIT EASEMENT

PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY (Grantor) hereby grants to U.S. West Communications Telephone Company, a ~~Washington~~ COLORADO corporation, and its successors (Grantee) for a fee of \$565.00, an easement for a single underground conduit housing communications cable of one or more wires or fibers (Conduit), over and across Pacific's fee owned property located in the Southwest 1/4 of the Northeast 1/4 of Section 27, of Township 39 South, Range 7 East, W.M., Grantor's Parcel Number K-511, in Klamath County, Oregon, and as more particularly described below and on Exhibits "A" and "B," attached hereto and incorporated by this reference. JES

It is understood that this grant of easement over Grantor's property encompasses land associated with Grantor's Klamath River Hydroelectric projects and license, and as such, Grantor may elect to have an on-site Inspector during Grantee's construction to assure that Grantor's lands are left in good order during and at the completion of Grantee's Conduit construction project. Such inspection work shall be considered reimbursable to Grantor.

- A. This document grants a ten (10) foot wide easement, substantially within the surfaced Road bed of the existing Weyerhaeuser 100 Line Road, for the construction, installation, and then ongoing patrol and maintenance of a single, underground communications Conduit. This easement also grants an additional, adjacent twenty-five (25) foot wide temporary easement for Conduit construction access.

The above described right of way is for the sole purpose of constructing, reconstructing, operating, maintaining, repairing and removing an underground communications Conduit with necessary appliances, fittings, and appurtenances in connection with said Conduit. This easement grants no rights to install any equipment above ground on Grantor's property, as proximity to road edge for any above-ground cabinets or equipment could be deemed a potential safety hazard for vehicular traffic and may interfere with Grantor's future rights as outlined in "Terms and Conditions," Number 14 of this document.

- B. Construction access to this easement shall be from Weyerhaeuser's 100 Line Road, (henceforth referred to as Road) only. During construction, no vehicular traffic will be allowed beyond the 35-foot combined temporary and permanent easement area. No access Road construction shall be allowed on any of Grantor's lands. The only Road construction activities allowed on Grantor's land shall be for the express purposes of reconstruction of the Road after Conduit installation.

Terms and Conditions

1. The Grantor covenants on behalf of itself, its successors or assigns, that it is the owner of marketable title of said real estate, and has full and good right to execute this easement.
2. Grantee assumes all risks in connection with Grantee's construction and operation of said Conduit on Grantor's property and Grantee specifically and expressly agrees to indemnify, defend, and hold harmless Grantor and its directors, members of Grantor's Board, officers, employees and agents (hereinafter collectively referred to as "Indemnitees") against and from

Pacific Power & Light Company
920 S.W. 6th Avenue
Portland, Oregon 97204

Communications Conduit Easement
U.S. West Communications Telephone Company
Page 2 of 6 USW 95 219 205

any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorney's fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Grantee, its employees, agents, representatives, contractors or subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Grantee's obligations under this easement, unless such claim or liability is caused by the negligence of Grantor.

3. The rights of Grantee hereunder are subject to all matters of public record, to all leases, permits, licenses, easements, reservation, or any other rights, if any, affecting said lands, as recorded, whether temporary or perpetual, and to all matters which a prudent inspection of the premises would disclose. Grantor makes no warranty with regard to condition of title or to the suitability of said lands for Grantee's intended use of same.
4. Grantee shall construct and install, and at all times maintain the Conduit in accordance with the laws, rules, and regulations of the United States of America and the State of Oregon, governing the construction of communication Conduit lines. Excavations made on the right of way shall be promptly refilled by Grantee, the earth shall be well tamped, the ground shall be left in the same or similar condition as before construction, reconstruction or repair of the Conduit.
5. Grantee shall provide to Grantor's Klamath Operations Representative a minimum of 48 hours notice prior to the start of any construction activities on Grantor's property. Klamath Operations is located in Klamath Falls, OR, and may be reached at phone number (503) 883-7820.
6. Grantee shall design and build the Conduit within the confines of any existing Road rights of way to withstand load limits of a minimum of 200,000 pounds.

Grantee shall without delay, restore the Road and Road drainage structures disturbed by the installation, replacement or removal of said Conduit to the extent necessary to maintain the original cross section of the Road, shoulders and drainage to a like condition as before the Conduit was installed, replaced, repaired or removed. Grantee shall provide Road restoration within a reasonable time frame, or as directed by Grantor, following such disturbance, and which 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 Grantor's Operations Representative referenced in this easement.

7. The Grantee's installation of the Conduit herein described shall also be subject to the terms, conditions and specifications of Exhibit "B."
8. During construction, Grantee shall at all times keep the work area, and all areas to which it has access on Grantor's land, free from accumulation of waste materials or rubbish. Prior to completion of the work contemplated hereunder, Grantee shall remove any rubbish, tools, equipment, materials and any other materials used in connection with the work from all areas to which Grantee had or will continue to have access.

Grantee shall not bring on to the work area or any area to which it has access on Grantor's property, any hazardous materials, hazardous waste, hazardous substances or similar matter

Pacific Power & Light Company
920 S.W. 6th Avenue
Portland, Oregon 97204

Communications Conduit Easement
U.S. West Communications Telephone Company
Page 3 of 6 USW 9521920\$

as those terms are defined in applicable federal, state and local laws and regulations, except for those materials such as hydraulic fluid, vehicle fuel, welding materials, etc. which shall be used in the normal course of constructing and installing the Conduit.

Grantee hereby releases Grantor from any liability in connection with Grantee's use of such material and Grantee shall indemnify, hold harmless and defend Grantor against all claims, suits, loss, damage, fines, penalties, etc. made against or incurred by Grantor, arising from or incurred in connection with any claim by a third party or governmental agency against Grantor concerning the use transportation, storage, disposal and/or release of such materials.

Furthermore, Grantee represents that it is familiar with all applicable laws and regulations concerning the use, transportation, storage and disposal and release of such materials and warrants that its activities shall at all times comply with such regulations.

9. Grantee shall at no time burn any materials whatsoever on Grantor's lands. In addition, Grantee shall have adequate fire suppression equipment present on Grantor's lands at all times.
10. Safety compliance by Grantee: Grantee represents that it is familiar with all applicable federal, state and local safety laws and regulations and warrants that its activities shall at all times comply with such rules and regulations. Grantee shall indemnify, hold harmless and defend Grantor against all claims, suits, loss, damage, fines, penalties, etc. made against or incurred by Grantor, arising from or incurred in connection with any claim by a third party or governmental agency against Grantor concerning the Grantee's compliance with such rules and regulations.
11. The Grantor also grants unto the Grantee, its successors and assigns, the right, privilege and authority to keep a ten (10) foot wide strip of land directly over the centerline of the installed Conduit (five feet on either side of Conduit center line) free of vegetation which could, in the opinion of Grantee, reasonably constitute a danger or menace to the Conduit, if said 10-foot strip lies outside the Road edge.

Grantee shall provide for the rehabilitation, including but not limited to seeding and planting, of any disturbed areas on Grantor's lands, to Grantor's satisfaction, arising out of or in any way connected to Grantee's exercise of rights conveyed herein for a period of up to two (2) years after initial rehabilitation/seeding.

12. Prior to construction start, if Grantee requires the cutting of any trees on Grantor's property, Grantee shall first contact Grantor for approval and Grantee shall reimburse Grantor for merchantable value of said trees.
13. When construction is complete and thereafter, for regular maintenance and inspection, Grantee shall notify Grantor's below identified Hydro Representative, in writing, two weeks (14 days) prior to any date which Grantee schedules to remove/alter said vegetation, except in the case of an emergency. Such approval shall be deemed to have been given unless Grantor shall in writing expressly deny approval for good cause within the 14-day period provided for under this notice.

Pacific Power & Light Company
920 S.W. 6th Avenue
Portland, Oregon 97204

Communications Conduit Easement
U.S. West Communications Telephone Company
Page 4 of 6 USW 95219206

34649

Grantee shall direct a notice of vegetation clearing for approval to Grantor's:

Pacific Power & Light Co.
Attn: Klamath Hydro Representative
925 S. Grape St.
Medford, OR 97501
Phone (503) 776-5472

14. Grantor hereby reserves the right to use the subject lands for any and all purposes not incompatible with Grantee's conveyed rights within this document.

Grantor reserves the right at any time to use said Road for any utility related purposes including, but not limited to, the construction, reconstruction, operation, enlargement, and maintenance of electric transmission, distribution, and communication lines (facilities) upon, over, across and under the Road. Grantor also reserves the right to relocate or reconstruct the Road, or portions thereof, as may be required in connection with the construction, expansion, operation or maintenance of its facilities.

15. It is understood and agreed that if, at any future time, the Conduit unreasonably interferes with Grantor's reasonable use of its land, upon request by Grantor, Grantee will, within six (6) months, change the location and installation of the Conduit at its own expense and in such manner as to eliminate such interference.
16. Grantee shall pay all taxes and assessments of every kind which may hereunder be levied or become a lien against Grantor's said property base on any assessment or valuation of Grantee's Conduit.
17. Grantee shall provide Grantor drawings showing the "as-built" location of the Conduit once construction has been completed.

Grantee shall further define the location of said Conduit by recording a "Notice of Location" referring to this easement and setting forth a legal description of the location of said Conduit, which description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to Grantor.

18. This easement shall be binding upon and inure to the benefit of the parties hereto, their respective administrators, successors, and assigns.
19. All rights granted hereunder shall cease when the Conduit has been abandoned for 5 years.

Pacific Power & Light Company
920 S.W. 6th Avenue
Portland, Oregon 97204

Communications Conduit Easement
U.S. West Communications Telephone Company
Page 5 of 6 USW 9521920\$

34650

All terms and conditions of this agreement are acknowledged and accepted by the duly authorized officer or agent of the corporation conveyed the rights and responsibilities designated in this document.

EXECUTED this 9th day of OCTOBER, 1995.

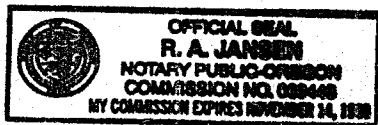
J. B. Buehner

By AREA MANAGER - FIELD ENGRS.
Officer or Agent

STATE OF OREGON)
County of MULTNOMAH) ss.

On this day personally appeared before me J E BACHMEIER and _____, known to me (or proved to me on the basis of satisfactory evidence), to be (the authorized officer or agent) of the corporation that executed the within and foregoing instrument, and acknowledge said instrument to be the voluntary act and deed of said corporation, and on oath stated that (he/she/they) were authorized to execute said instrument of said corporation.

1995. Given under my hand and official seal this 9 day of OCTOBER



R. R. Jensen
Notary Public for Oregon
My commission expires: 11/14/98

Pacific Power & Light Company
920 S.W. 6th Avenue
Portland, Oregon 97204

Communications Conduit Easement
U.S. West Communications Telephone Company
Page 6 of 6 USW 9521920 \$

34651

DATED this 15 day of DECEMBER, 1995.

PACIFICORP, doing business as
PACIFIC POWER & LIGHT COMPANY

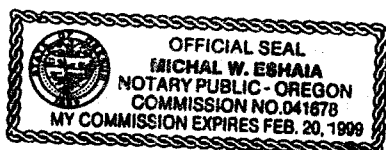
By Mike Rippe
Assistant Vice President

STATE OF OREGON)

County of Multnomah)

) ss.

The foregoing instrument was acknowledged before me this 15 day of DECEMBER, 1995, by MIKE RIPPE, Assistant Vice President of PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.



Michael W. Eshala
Notary Public for Oregon
My commission expires: 2-20-99

34652

S89° 19'04"E 2633.06'

KLAMATH COUNTY, OREGON
SEC 27, T-39-S, R-7-E, W.M.

EXHIBIT "A"

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Joseph A. Feyerher

OREGON
JANUARY 17, 1998
JOSEPH A. FEYERHER
2882

RENEWAL DATE 12-31-98

N 1/2 NE 1/4

N. 89° 10' 22" W. 1136.79' N89° 10' 22" W 1320.17'

N15° 10' 05" W 112.52'

N38° 24' 28" W 242.45'

LOT 7

(1713)

PACIFIC POWER & LIGHT

1033.68'

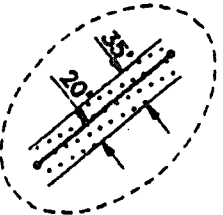
S00° 38' 19" W

0 250 500 750
SCALE IN FEET

LOT 8

S00° 28' 56" W 1332.91'

EASEMENT DETAIL



NARRATIVE

1. THE PURPOSE OF THIS MAP AND NOTATIONS IS TO DEPICT AND DESCRIBE A PROPOSED EASEMENT, BEING A PORTION OF LOT 7, SECTION 27, T.39 S., R.7 E., W.M., KLAMATH COUNTY, OREGON.
2. BASIS OF BEARINGS IS OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. ALL DISTANCES ARE GRID. DIMENSIONS SHOWN BY 0.99985 TO OBTAIN GROUND DISTANCES.

DESCRIPTION OF PROPOSED EASEMENT

A 0.29 ACRE PARCEL FOR THE INSTALLATION OF AN UNDERGROUND COMMUNICATIONS CABLE BEING A STRIP OF LAND 35.0 FEET WIDE LYING 15.0 FEET TO THE LEFT OF AND 20.0 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 98035, IN BOOK 95 OF DEEDS AT PAGE 17, RECORDED IN THE OFFICIAL RECORDS OF SAID KLAMATH COUNTY, ON MARCH 23, 1931.

COMMENCING AT THE CORNER COMMON TO SECTIONS 22, 23, 26 & 27, SAID POINT MARKED BY BRASS CAP MONUMENT PER KLAMATH COUNTY SURVEY NO. 3841, THENCE ALONG THE EAST LINE OF SECTION 27, S.00° 28' 56" W., 1332.91 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, THENCE LEAVING SAID EAST LINE, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER, N.89° 10' 22" W., 1320.17 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, THENCE ALONG THE EAST LINE OF SAID LOT 7, S.00° 38' 19" W., 295.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID EAST LINE, N.38° 24' 28" W., 242.45 FEET, THENCE N.15° 10' 05" W., 112.52 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7, THE POINT OF TERMINATION OF THIS DESCRIPTION, FROM WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 27 BEARS N.38° 47' 35" W., A DISTANCE OF 1747.23 FEET. SAID CORNER MARKED BY A BRASS CAP MONUMENT PER SAID KLAMATH COUNTY SURVEY NO. 3841. THE ABOVE DESCRIBED EASEMENT FALLS WITHIN THE WETTERHEUSER COMPANY "100" ROAD. THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR EXTENDED SO AS TO INTERSECT WITH THE BOUNDARIES OF SAID LANDS.

TRACT NO. 0-KL-1713

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Exhibit "B"

**U.S. WEST COMMUNICATIONS TELEPHONE COMPANY
UNDERGROUND COMMUNICATIONS CONDUIT INSTALLATION WITHIN A ROAD AREA**

SPECIFICATIONS

1. Appropriate action shall be taken to preserve the structural integrity of the existing roadbed and to provide for the safe use of same.
2. In addition to Grantee coordinating all activities with Grantor, Grantee shall also coordinate the installation, maintenance, repair or removal of the Conduit with any party who has secured prior 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 prior consent and approval of Grantor's Klamath Operations Representative of such activities. Grantor's Klamath Operations Representative shall be notified at least 48 hours prior to any installation, maintenance, repair or removal work which is to be performed under the road grade. Said Representative may be contacted at (503) 883-7820.

However, nothing contained herein shall prevent Grantee or entity authorized to perform repair work from responding to an emergency relating to the Conduit within the easement. Provided that in the event emergency repair to or replacement of the Conduit is required, the Grantee or authorized entity shall immediately notify said Operations Representative or designee of the location of said repair or replacement work, and the Grantee or authorized entity shall also notify said Operations Representative or designee when emergency repairs or replacement have been completed.

4. At all times during the installation of or maintenance, replacement, repair and/or removal to the Conduit 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.

During any such installation of or maintenance, replacement, repair and/or removal occurrence noted above, Grantee shall place warning flags 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 top of the Conduit shall be buried at a sufficient depth below the riding surface and/or ditch line of the existing roadways that meet US Department of Transportation Standards for safely accommodating load limits of a minimum of 200,000 pounds (but in no event shall the prescribed depth be less than forty-eight (48) inches) and, if necessary, the Grantee shall provide at its own expense a road surface overlay to assure the prescribed depth meets said standards over the top of the Conduit.

34654

Exhibit "B"

Page 2 of 2

USW 95219208

6. Without limiting or waiving any other identification or marking requirements, Grantee shall install and maintain markers with identification and emergency telephone numbers on said markers over U.S. West's Conduit and in compliance with all applicable federal regulations.

Markers shall be installed where the Conduit enters and leaves Grantor's property, and where practical, at or near angle points, appropriately off-set from the road. Markers shall also be installed at line-of-sight points.

7. 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.
8. All costs made necessary by any installation, maintenance, repair or removal of said Conduit 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 Pacificorp the 20th day
of Dec A.D., 19 95 at 1:06 o'clock P M., and duly recorded in Vol. M95,
of Deeds on Page 34646.

FEE \$50.00

Bernetha G. Letsch, County Clerk
By Pauline M. Henderson