

**AMENDMENT
TO A
BURIED CABLE
RIGHT OF WAY EASEMENT**

USW 95216038-A1

THIS AMENDMENT, made and entered into this 22ND day of JANUARY, 1996, by and between **WEYERHAEUSER COMPANY**, a Washington corporation, herein called "Weyerhaeuser," and **U S WEST COMMUNICATIONS**, a Colorado corporation, herein called "Grantee," WITNESSETH:

I.

WHEREAS, by an Easement dated October 2, 1995, recorded on December 18, 1995 in the Klamath County, Oregon Deed on page 34366 of Volume M95, hereinafter called "Original Easement," Weyerhaeuser granted to Grantee, a right of way upon, over, under and across certain lands in Klamath County, Oregon, as described in said Original Easement, and

WHEREAS, it has been revealed that Grantee is in need of additional right of way to serve a certain customer, and

WHEREAS, the description of the Original Easement erroneously listed a certain subdivision not delineated on Exhibit A attached thereto.

WHEREAS, Grantee and Weyerhaeuser desire to amend the Original Easement to grant an additional right of way to meet the needs of the Grantee, and to delete a certain erroneously listed description therefrom.

NOW, THEREFORE, the parties mutually agree that beginning on the date herein subscribed, the "Original Easement" is hereby amended as follows:

- A. Govt. Lots 3, 4, 5 and 11 of Section 18, Township 39 South, Range 9 East, W.M. are hereby deleted from the subdivisions listed under the description of the "Original Easement" above described;
- B. There is hereby added to Weyerhaeuser's grant to Grantee under the "Original Easement" above described, a right of way easement ten (10) feet in width for an underground copper-conductor cable telecommunications line, hereinafter referred to as "line" upon, over, under and across:

- (1) Certain strips of land owned and used by Weyerhaeuser for a railroad located in Govt. Lot 1, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 39 South, Range 8 East, W.M., and
- (2) A portion of land owned by Weyerhaeuser in Govt. Lot 1, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 39 South, Range 8 East, W.M.; Govt. Lots 4 and 5 of Section 18, Township 39 South, Range 9 East, W.M., Klamath County, Oregon.

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Being all that portion of said lands contained within a strip of land ten (10) feet in width, being five (5) feet on each side of the following described center line:

Beginning at a point being 1,057 feet South and 792 feet West of the East quarter corner of said Section 13, said point also being located on the common boundary between Weyerhaeuser and the WEST KLAMATH SUBDIVISION;

Thence South 16° East, a distance of 302 feet, more or less, to a point over the existing gas transmission pipeline, as described in that certain Right of Way Easement from Weyerhaeuser Company to Pacific Gas Transmission Company as recorded in Volume M95 at page 18887 of the official records of Klamath County, Oregon;

Thence along and over said pipeline North 89° East, a distance of 420 feet;

Thence continue along and over said pipeline South 87° East, a distance of 1,350 feet;

Thence South 76° East, a distance of 230 feet;

Thence North 81° East, a distance of 260 feet, more or less, to a point on the West boundary of the Mainline Valve Facility described in that certain Right of Way Easement, recorded in Volume 95 at page 26798 of the official records of Klamath County, Oregon, and terminus of this center line description, being approximately North 09° West, a distance of 16 feet from the Southwest corner of said facility.

Shortening and lengthening of the exterior side lines of said strip of land to begin at said common boundary between Weyerhaeuser Company and the WEST KLAMATH SUBDIVISION and to end at said Westerly boundary of the Mainline Valve Facility.

Said easement and right of way is located as shown on the attached Exhibit A-1.

All of the above described right of way is for the sole purpose of constructing, reconstructing, using, maintaining, repairing and removing buried copper-conductor telephone cables with necessary precast concrete handhole vaults placed at appropriate intervals to be used for splicing purposes in connection with said line, and such underground conduits and other appliances, fixtures and appurtenances for communications purposes, together with adequate protection therefor; EXCEPT no precast concrete handhole vault as referenced herein shall be placed so as to obstruct any road grading or ditch maintenance work on existing roads.

The Grantee's installation made under the railroad herein described shall also be subject to the terms, conditions and specifications of Exhibit D, attached hereto and by this reference made a part hereof, and the Grantee further agrees to abide by the terms and conditions of the Consent to Common Use Agreement entered into by the Pacific Gas Transmission Company and U S WEST Communications on July 24, 1995.

EXCEPT as herein modified, all terms and conditions of the "Original Easement" shall be and remain in full force and effect.

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

ACCEPTED BY:

U S WEST COMMUNICATIONS

WEYERHAEUSER COMPANY

By: [Signature]
 Title: Area Manager

By: [Signature]
 Forest Land Use Manager

Attest: Pamela M. Redmon
 Assistant Secretary

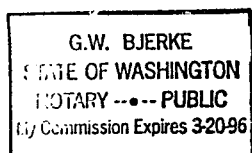
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this 19th day of December, 19 95, 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.



[Signature]
 Notary Public in and for the State of
 Washington.
 My Appointment Expires: March 20, 1996

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STATE OF OREGON }
COUNTY OF MULTNOMAH } ss.

On this 22ND day of JANUARY, 1996, before me personally appeared JOHN BACHMEIER, to me known to be the AREA MANAGER of **U S WEST COMMUNICATIONS**, 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.

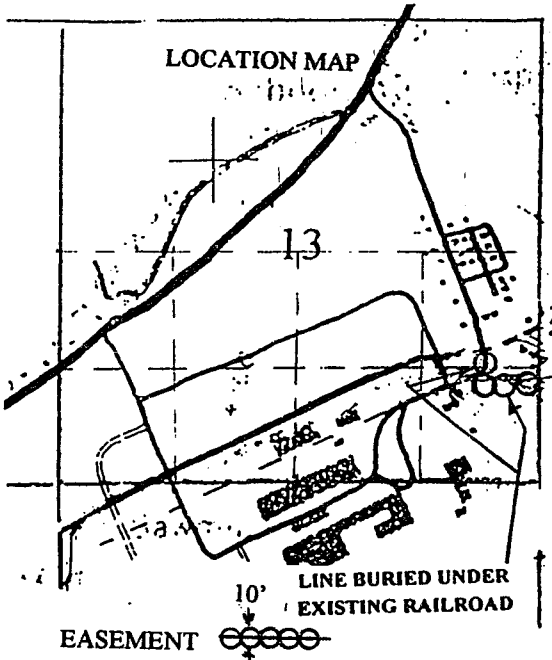


Karen L. Day
Notary Public in and for the State of
Oregon
My Appointment Expires: Oct. 27, 1998

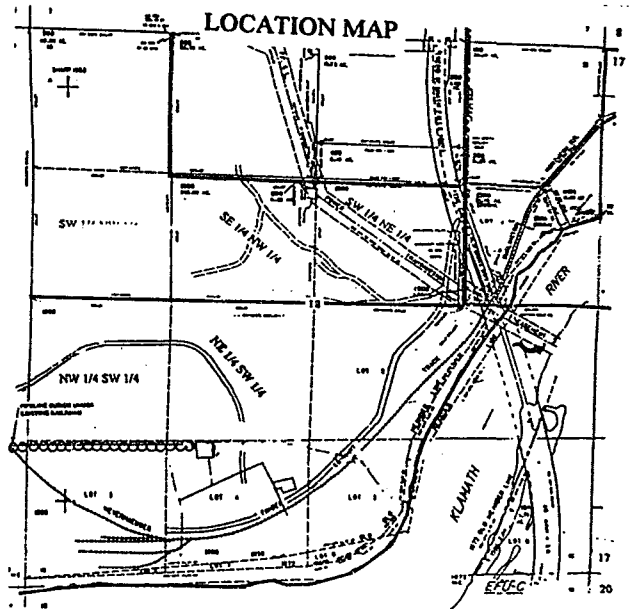
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AN EASEMENT
FOR
A UNDERGROUND COPPER-CONDUCTOR TELECOMMUNICATIONS CABLE
WEYERHAEUSER COMPANY
TO
U S WEST COMMUNICATIONS
SECTION 13 TOWNSHIP 39 SOUTH, RANGE 8 EAST, W.M.
SECTION 18 TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M.
KLAMATH COUNTY, OREGON

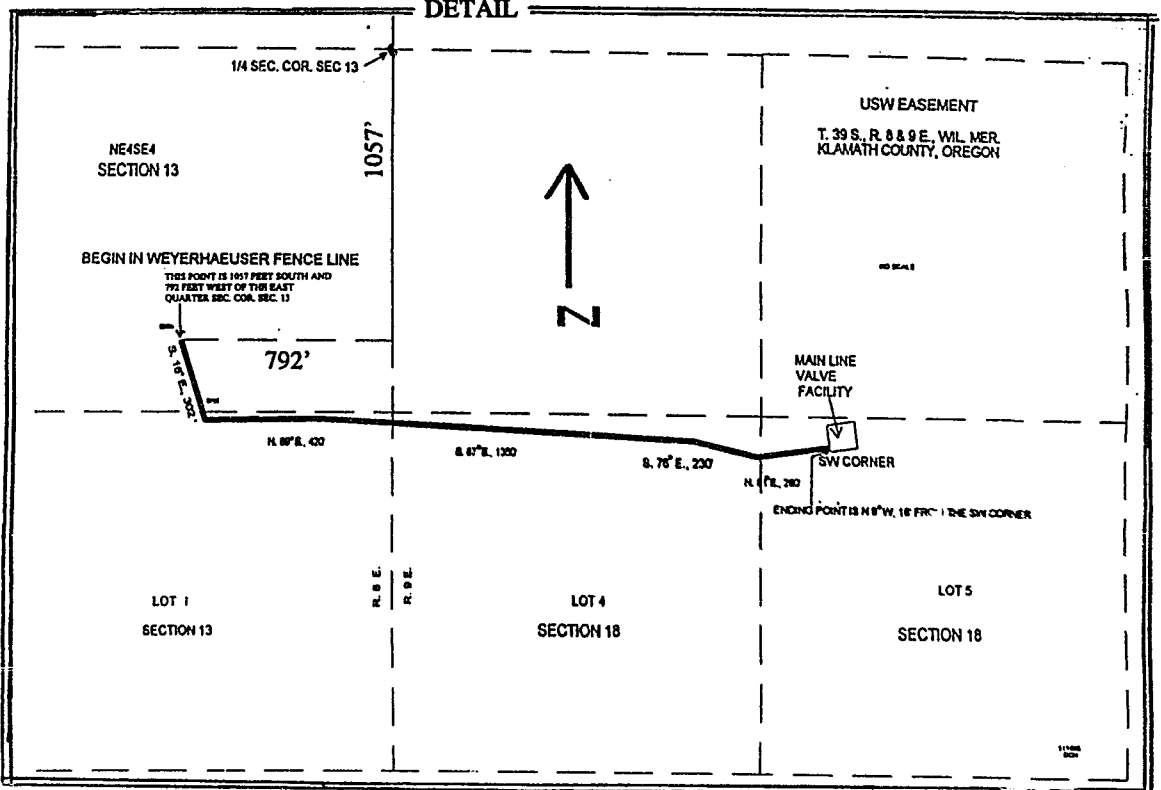
SECTION 13 TOWNSHIP 39 SOUTH, RANGE 8 EAST



SECTION 18 TOWNSHIP 39 SOUTH, RANGE 9 EAST



DETAIL



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EXHIBIT D**SPECIFICATIONS FOR PLACEMENT OF A COMMUNICATION LINE
UNDER RAILROAD TRACKS OF WEYERHAEUSER COMPANY**

1. Construction, installation and maintenance of the line under the railroad tracks shall be performed in a manner so as not to unreasonably interfere with or prevent train operations. Further, it is required that boring or tunnelling be used in the construction and installation of said underground line crossing.

However, any boring or tunnelling will be performed in such a manner so as to at all times provide adequate lateral and subjacent support, and prevent any subsidence of the surface, shifting of the subsurface or accumulation of water.

2. No machinery or equipment shall be placed on the railroad grade or tracks.
3. No construction, installation, maintenance or repair work of any kind shall be performed without the prior consent and approval of the Train Dispatcher or designated representative for Weyerhaeuser Company, or its successors and assigns. The Train Dispatcher or designated representative shall be notified at least 24 hours prior to any construction, installation, maintenance or repair work which is to be performed under the railroad grade or tracks. Said Train Dispatcher or designated representative 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 entity authorized to perform repair work from responding to an emergency relating to the facilities on the right of way. Provided that in the event emergency repair to or replacement of the line is required, the authorized entity shall immediately notify said Train Dispatcher or designated representative of the location of said line, and the authorized entity shall also notify said Train Dispatcher or designated representative when the emergency repairs or replacement have been completed.

4. (a) At all times during the construction and installation of or maintenance, replacement and repair to the line crossing under the railroad tracks, a watchman shall be employed and furnished by the entity performing the work to flag all rail traffic and adequately warn such traffic that work is being performed under the tracks.
- (b) At all times during the construction and installation of or maintenance, replacement and repair to the line crossing under the railroad tracks, warning flags shall be placed alongside the track at a distance of one-fourth mile on each side of the construction/repair site. Said warning flags shall be removed upon the completion of each day's work and upon the completion of the installation or repair of the crossing.
5. The Grantee shall:
 - (a) Design, construct, operate, use and at all times maintain the line crossing in accordance with the laws, rules, regulations and specifications of the United States Department of Transportation, or successor agency, governing the design, construction, operation, use and maintenance of the line crossing railroad tracks.
 - (b) Comply with the General Guidelines for marking the line crossing as prescribed by the United States Department of Transportation, and with the prescribed requirements for permanently maintaining the location markers as established by said Department of Transportation, or successor agency.

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6. The line shall be installed so that the distance from the base of the rail to the top of the communication line at its closest point shall be not less than 6 feet, and other portions of the railroad right of way where the communication line is not directly beneath any track, the depth from surface of right of way to top of the communication line shall be as follows:

<u>Distance from Centerline of Track</u>	<u>Depth</u>
0' - 10'	6'
10' - 25'	4'
Over 25'	3'

If railroad tracks or ditches are lowered at any future time, the communication line must be lowered to provide the above depths. The work of lowering the line shall be performed by the entity owning the line and the cost shall be borne by said entity.

7. Any communication line installed alongside of, or parallel to the railroad track shall be at a minimum of 7.5 feet from the ends of the ties.
8. All costs of supporting the railroad tracks during any construction, installation, maintenance or repair, and all costs of repairing the railroad tracks and grade to the satisfaction of the Weyerhaeuser Company, its successors and assigns, made necessary by any construction, installation, maintenance or repair of said underground line crossing shall be borne by the entity authorized to perform such work.
9. 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 specifications set forth in this Exhibit.

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STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of U.S. WEST COMMUNICATIONS the 12th day
of March A.D., 19 96 at 11:12 o'clock A M., and duly recorded in Vol. M96
of Deeds on Page 6568.

FEE \$40.00

Bernetha G. Letsch, County Clerk
By [Signature]