

EASEMENT

Whereas, Grantor is willing to grant unto Grantee an easement wholly subject to and within the easement it granted to Pacific Gas Transmission Company in that Right-of-Way Agreement executed on the 6th day of July, 1995, now therefore, the Undersigned Grantor(s) for and in consideration of \$7,800.00 Dollars (Seven Thousand Eight Hundred and no/100ths dollars) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to US WEST Communications, Inc., a Colorado Corporation, (Grantee) whose address is 1600 7th Ave., Seattle, Washington 98191 its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove the telecommunications facilities as described in Exhibit D upon, over, under and across the following described land ("the Roadway") which the Grantor owns or in which the Grantor has any interest, to wit:

The Roadway shall be a 35 foot wide strip of property running approximately east-west and approximately on or near the existing road known as the Weyerhaeuser Road which traverses the following lots ("Company Property") and is depicted in Exhibit C:

Parcel 1: Government Lot 1, Section 26, Township 39 South, Range 7 East of the Willamette Meridian in Klamath County, Oregon.

Parcel 2: Government Lot 6, Section 27, Township 39 South, Range 7 East of the Willamette Meridian in Klamath County, Oregon.

The rights granted herein allow a fiber optic cable and conduit to be installed concurrently with a natural gas pipeline in a trench to be constructed by Pacific Gas Transmission Company as part of its Medford Lateral Project, (O-KL-1711, O-KL-1712) as provided for in the Right of Way Agreement between the Grantor and Pacific Gas Transmission Company heretofor mentioned.

Once the pipeline has been installed, the Roadway shall be further defined as it is agreed between the Parties that as soon as PGT has completed the installation of the initial pipeline the aforesaid parcel(s) shall be restricted to the following:

PGT may further define the location of the Roadway by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said initial pipe or the Roadway, which description may be set forth by a map attached to said Notice. A copy of said Notice shall be delivered to the Company.

subject to the specifications as shown in Exhibit A

And as shown in Exhibits B and C.

situated in County of Klamath, State of Oregon.

It is agreed between the parties that as soon as Pacific Gas Transmission Company has completed the installation of the initial pipeline, the aforesaid parcel(s), i.e., the Roadway, shall be restricted to the following:

That portion of the said lands of Grantor above described lying between lines parallel to and situated fifteen (15) feet to the south and twenty (20) feet to the north (going in a general westerly direction through the State of Oregon) measured at right angles from the center line (or tangent thereof if a curve) of the initial pipe as actually laid by Pacific Gas Transmission Company across the said lands of Grantor, or adjacent thereto if the initial pipe is not actually laid on the said lands of the Grantor, such parallel line or lines being extended to the boundary lines of the said lands so as to enclose the

USW-95219198

right-of-way and easement; said right-of-way and easement shall not exceed thirty-five (35) feet in width.

The true and accurate position of such fibre optic cable and conduit is more completely detailed in the plans and construction data of said project and is subject to all the terms, conditions and specifications stated in said PGT Right-of-Way Agreement.

The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In witness whereof the undersigned has executed this instrument this 26th day of September, 1995

Witness: Robert P. James

Jeld Wen, Inc., an Oregon Corporation

By: John W. Courtney

John W. Courtney, Counsel

Its Assistant Corporate Counsel

State of Oregon)

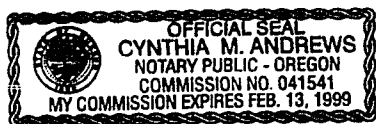
ss

County of Klamath)

Assistant
Corporate

On this day personally appeared before me John W. Courtney who did say he is Counsel for the Corporation that executed the 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 an oath stated that he was authorized to execute said instrument on behalf of the corporation.

Given under my hand and official seal this 26th day of September, 1995.



Cynthia M. Andrews
Notary Public in and for the State of Oregon
Residing at Klamath Falls

My Commission expires: Feb 13, 1999

RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS INC.
RIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

EXHIBIT A
SPECIFICATIONS FOR THE PLACEMENT OF A PIPELINE
UNDERGROUND AND UNDER EXISTING ROADS

1. Appropriate action shall be taken by PGT to preserve the structural integrity of the existing roadbed and to provide for the safe use of the same.
2. PGT shall coordinate installation, maintenance, repair or removal of the pipeline 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 JELD-WEN's Timber and Ranches Manager at Klamath Falls, Oregon, or the Manager's designee. JELD-WEN's Timber and Ranches Manager 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 JELD-WEN's Timber and Ranches Manager may be contacted at (503) 882-3451 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 pipeline is required, the Grantee or authorized entity shall immediately notify said Manager or designee of the location of said repair or replacement work and the Grantee or authorized entity shall also notify said Manager 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 pipeline 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 times during the installation of or maintenance, replacement, repair and removal to the pipeline 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 top of the pipeline shall be buried at a minimum depth of forty-eight (48) inches below the surface of the ground or below the outside of the riding surface of the existing roads and, if necessary, the Grantee shall provide at its own expense a road surface overlay to maintain the minimum depth of forty-eight (48) inches over the top of the pipeline. Except the top of the pipeline shall be buried at a sufficient depth below the riding surface and/or ditch line of the existing roadway located in Section 25, Township 39 South, Range 7 East, W.M., as shown on Exhibit B, 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 48") 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 pipeline.

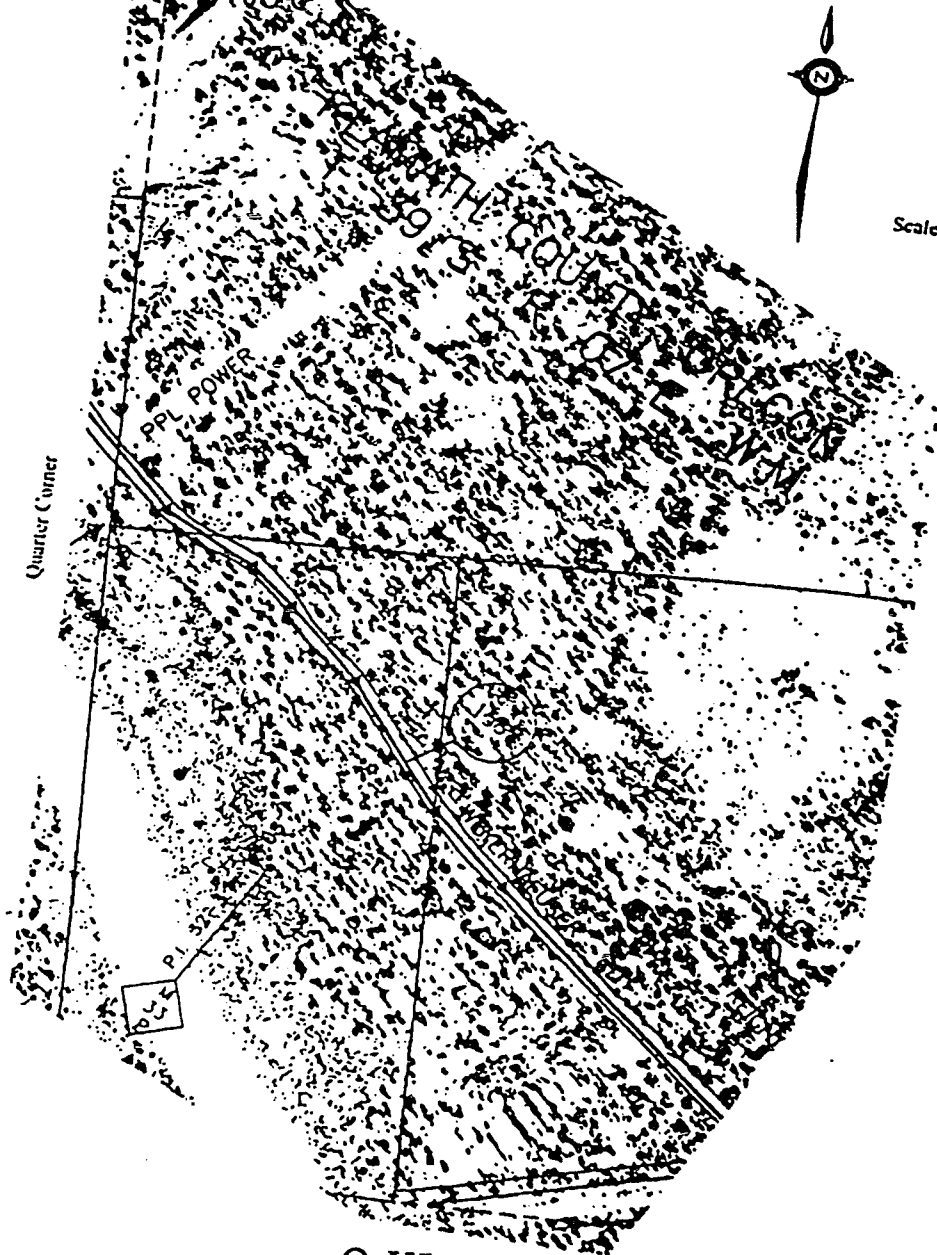
6. A minimum crossing depth of twenty-four (24) inches under culverts must be maintained for installing, replacing or repairing the pipeline. Installation of the pipeline over the top of any culvert is prohibited if the highest point of any such existing culverts are buried less than eight (8) feet deep. Installation of the pipeline over the top of any culvert buried at depths in excess of eight (8) feet will be permitted. A minimum clearance of twelve (12) inches is maintained between the culvert and the pipeline.
7. Each vertical venting pipe shall be located outside of the ditch line of the existing road so as not to obstruct road grading and ditch maintenance work.
8. The pipeline shall be marked by intervisible markers placed no more than 500 feet apart and at all road crossings.
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 specification set forth in this Exhibit.
10. All costs made necessary by any installation, maintenance, repair or removal of said underground pipeline shall be borne by the Grantee or entity authorized to perform such work. Jeld-Wen.36 ExhibitA

RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS INC
RIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

22 | 23
27 | 26

Klamath County, Oregon
Section 26, Township 39 South, Range 7 East of the Willamette Meridian-

7020



O-KL-1711

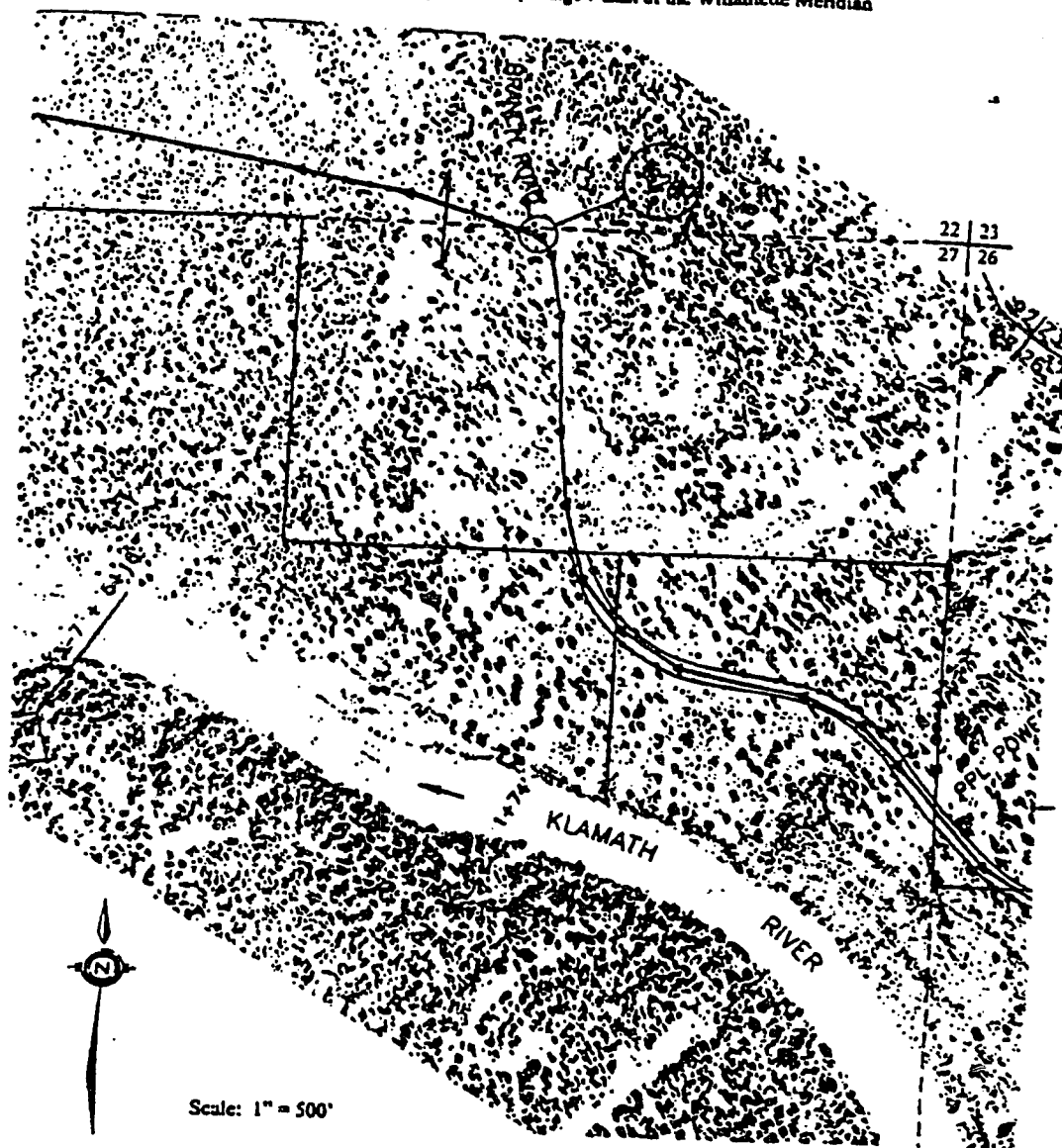
APN: 3907-26C-200 Jeld Wen, Inc.

RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS INC
RIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

Exhibit "B" R/W Reference #: 9521919/s

Klamath County, Oregon

Section 27, Township 39 South, Range 7 East of the Willamette Meridian



RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS INC
RIGHT OF WAY DESK, RM 110
8021 SW CAPITOL HILL RD
PORTLAND, OR 97219

O-KL-1712

APN: 3907-27-1100 Jeld Wen, Inc.

Exhibit "C" R/W Reference #: 9521919/s

Exhibit D

ADDENDUM

4.5" pvc conduit containing two inter-ducts, one of which encloses a 1/2" diameter fibre optic cable. The conduit will be buried at a depth consistent with the placement of the pipeline described in the before mentioned agreement between the Grantor and Pacific Gas Transmission Company.

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8021 SW CAPITOL HILL RD
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. West Communications the 15th day
of March A.D., 19 96 at 10:37 o'clock A. M., and duly recorded in Vol. M96,
of Deeds on Page 7016.

FEE \$40.50

By Bernetha G. Letsch, County Clerk
C. G. Russell