

**EASEMENT**  
**(Buried Cable)**

THIS EASEMENT is granted as of the 14th day of October, 1997, by U.S. TIMBERLANDS KLAMATH FALLS, L.L.C., a Delaware limited liability company, herein called "U.S. Timberlands," to TELEPHONE UTILITIES OF EASTERN OREGON, INC., dba PTI COMMUNICATIONS, a corporation, herein called "Grantee," WITNESSETH:

I.

U.S. Timberlands, for and in consideration of One Thousand Dollars (\$1,000.00) 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 a telephone 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 Section 28, Township 40 South, Range 12 East, W.M., Klamath County, Oregon; said line being 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 U.S. Timberlands has granted this Easement and Grantee has accepted the same, subject to and upon the following reservations, terms, conditions, covenants and agreements:

1. U.S. Timberlands 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 U.S. Timberlands from any and all claims for damage to the improvements installed by Grantee pursuant to the rights granted herein arising from any operation of U.S. Timberlands on its said lands; provided, however, that in the conduct of any such operation, U.S. Timberlands shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release U.S. Timberlands from any claim for damages caused by its negligence. U.S. Timberlands does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than U.S. Timberlands employees.
3. Grantee shall at all times have ingress to and egress from the Line over and across U.S. Timberlands' land for the purposes of exercising all of the rights herein granted.
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 U.S. Timberlands' Land Use Manager at Klamath Falls, Oregon or the Manager's designee.

5. The Line shall be buried at a minimum depth of thirty (30) 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 or otherwise dispose of all slashings created by Grantee on U.S. Timberlands' lands as soon as may be practicable and in such manner and at such times as are provided by law and approved by U.S. Timberlands.

7. Grantee shall be liable and hereby covenants to pay for all loss or damage to U.S. Timberlands' 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 U.S. Timberlands from all damages, claims, costs and liabilities which may in any wise come against U.S. Timberlands 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 U.S. Timberlands' use of its land, upon request by U.S. Timberlands, 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, U.S. Timberlands has executed and Grantee has accepted this Easement, as of the day and year first above written.

U.S. TIMBERLANDS KLAMATH  
FALLS, L.L.C.

By: John J. Stephens  
John J. Stephens  
Title: President

Accepted in behalf of:

TELEPHONE UTILITIES OF EASTERN OREGON, INC.  
dba PTI COMMUNICATIONS

By: Jay Vail  
Title: OUTSIDE PLANT ENGINEER

34988

STATE OF OREGON )  
 ) ss.  
 COUNTY OF KLAMATH )

On this 14th day of October, 1997, before me personally appeared John J. Stephens, to me known to be the President, of **U.S. TIMBERLANDS KLAMATH FALLS, L.L.C.**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he 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.

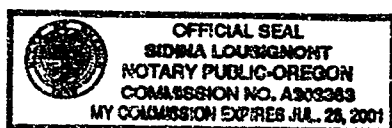


Catherine Haga  
 Notary Public in and for the State of Oregon  
 My Appointment Expires: May 6, 2000

STATE OF OREGON )  
 ) ss.  
 COUNTY OF Klamath )

On this 7th day of October, 1997, before me personally appeared Gary Vick, to me known to be the Outside Plant Engineer, of **PTI 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 company, for the uses and purposes therein mentioned, and on oath stated that (he/she) was authorized to execute said instrument.

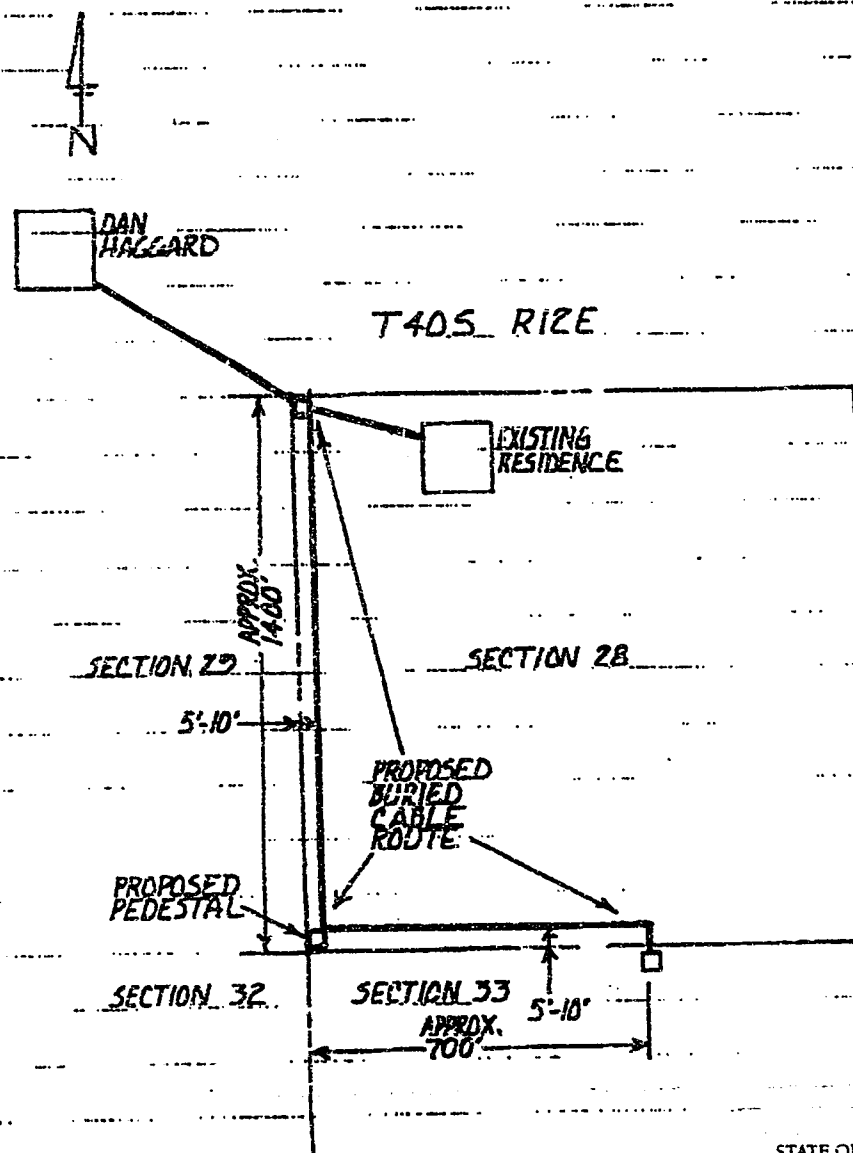
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sidina Lourenson  
 Notary Public in and for the State of Oregon  
 My Appointment Expires: 7/28/01

AFTER RECORDING RETURN TO:  
 PTI COMMUNICATIONS, ENGR. DEPT.  
 P.O. BOX 337, LEBANON, OR. 97355

AN EASEMENT  
FOR  
A BURIED TELEPHONE CABLE  
U.S. TIMBERLANDS KLAMATH FALLS  
TO  
TELEPHONE UTILITIES OF EASTERN OREGON, INC.  
SECTION 28, TOWNSHIP 40 SOUTH, RANGE 12 EAST, W.M.  
KLAMATH COUNTY, OREGON



STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

PTI Communications

on this 24th day of October A.D. 1997  
at 10:25 o'clock A. M. and duly recorded  
in Vol. M97 of Deeds Page 34986

**EXHIBIT A**

Bernetha G. Letsch, County Clerk

By Kathleen Rose  
Fec. \$25.00 Deputy.