

(10-83)

S.15D,T.38S,R.9E,W.M.,TL-1600

81252

05-19-94A09:48 RCVD

EASEMENT

Job 43R517K  
Vol. m94 Page 15743  
RW Reference

The Undersigned Grantor(s) for and in consideration of Mutual Benefits

receipt whereof is hereby acknowledged, do hereby grant and convey to U S 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 such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

Lot 1, Block 1, Northridge Estates, Township 38 South, Range 9 East, W.M., Section 15D, Tax Lot 1600, Klamath County, Oregon.

The easement is as follows: A strip of land 10 (ten) feet in width and 300 (three hundred) feet in length, within that certain power easement, on the Northern line, as placed, and being a portion of the above described property.

Accepted by  
Manager Right-of-Way Operations

situated in County of Klamath State of Oregon

Grantee shall have the right of ingress and egress over and across the Land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

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.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

In witness whereof the undersigned has executed this instrument this 10<sup>th</sup> day of May 1994

Witness:

By: Melvin Stewart, Partner M.B.K. Co.

Melvin Stewart, Partner M.B.K. Co.

(Individual Acknowledgement)

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss  
On this day personally appeared before me

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

on this 19th day of May A.D., 1994  
at 9:48 o'clock A.M. and duly recorded  
in Vol. M94 of Deeds Page 15743  
By Evelyn Biehn County Clerk  
Deputy.

Fee, \$10.00

Partnership  
(Corporate Acknowledgement)

State of Oregon  
County of Klamath } ss  
On this day personally appeared before me

Melvin Stewart

who did say he/she is the partner of  
partnership M.B.K. Co.  
of 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 10th day of May 1994

Notary Public and for the State of Oregon  
J.W. VICKROY  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 004325  
My commission expires MAR 23, 1995

RETURN TO GRANTEE AT:  
US WEST COMMUNICATIONS, INC.  
RIGHT-OF-WAY DEPT.  
1600 7th AVENUE, ROOM 1703  
SEATTLE, WA 98191