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06-01-94A10:37 RCVD

EASEMENT

Vol. M94 Page 17194

Job 33R5476

R/W Reference 94-095026

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

Dollars(\$) and other good and valuable consideration, the 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 98101 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 18 of SUNRISE PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM that portion conveyed to Ronald L. Griffith et ux by instrument recorded August 2, 1984 in Volume M84 at page 13098, Microfilm Records of Klamath County. the above described property is in Township 37 South, Range 9 East, W.M., Section 11CB, Tax Lot 7100, Klamath County, Oregon.

The easement is as follows: A strip of land 5 (five) feet in width and 95 (ninety five) feet in length, along the Western line, as placed, and being a portion of the above described property.

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 5th day of Apr. 1994

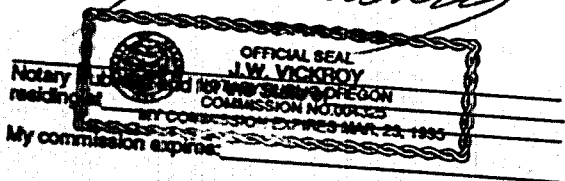
Witness: _____
By: Norman W. Rupert
Pauline N. Rupert
Norman W. Rupert
Pauline N. Rupert

(Individual Acknowledgement)

State of Oregon
County of Klamath } ss
On this day personally appeared before me
Norman W. / Pauline N. Rupert

known to me to be the individual S who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 5th day of Apr. 1994



(Corporate Acknowledgement)

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

who did say he/she is the _____

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

U.S. West
on this 1st day of June A.D., 19 94
at 10:37 o'clock A M. and duly recorded
in Vol. M94 of Deeds Page 17194
By Evelyn Biehn County Clerk
Cassie M. Millersore Deputy.
Fee, \$10.00

RETURN TO GRANTEE AT:
US WEST COMMUNICATIONS, INC.
RIGHT-OF-WAY DEPT
1600 7th AVENUE, ROOM 1703
SEATTLE, WA 98101