

RETURN TO GRANTEE AT:  
US WEST COMMUNICATIONS, INC.  
RIGHT-OF-WAY DEPT.  
1600 7TH AVENUE, ROOM 4703  
SEATTLE, WA 98191

(10-93)

84065

S.15D

1,389, R.9E, W.M. TLT.-2000

07-11-94 A09 57 RCVD

The Undersigned Grantor(s) for and in consideration of

EASEMENT

Mutual Benefits

Job 43R516J

R/W Reference 94-143 715

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receipt whereof is hereby acknowledged, do hereby grant and convey to U.S. WEST Communications, Inc., a Colorado Corporation, whose address is 1600 7th Ave., Seattle, Washington 98191 its successors, assigns, lessees, licensees and Grantees 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:

Parcel 1 of the Minor Land Partition 24-19, recorded in Klamath County, Township 38 South, Range 9 East, W.M., Section 1D, Tax Lot 2000, Klamath County, Oregon.

The easement is as follows: A strip of land 10 (ten) feet in width and 1310 (one thousand three hundred ten) feet in length, within that certain private roadway known as a private roadway, as placed, and being a portion of the above described property.

*J. L. Laird*  
Accepted by \_\_\_\_\_  
Manager Right-of-Way Operations

situates 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

Witness:

*Alan L. Laird* 10<sup>th</sup> day of May 1994

By:

*Alan L. Laird*

(Individual Acknowledgement)

State of

*Oregon*

County of

*Klamath*

On this day personally appeared before me

*Alan L. Laird*

} ss

(Corporate Acknowledgement)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this day personally appeared before me

} ss

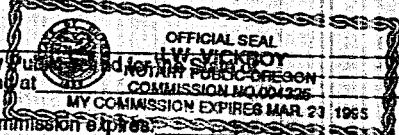
known to me to be the individual who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this day of *May* 19<sup>94</sup>

10<sup>th</sup>

Notary Public in and Notary Public - OREGON  
residing at \_\_\_\_\_ COMMISSION NO. 004226  
MY COMMISSION EXPIRES MAR 23 1985

My commission expires \_\_\_\_\_



STATE OF OREGON,

County of Klamath ss.

Filed for record at request of:

U.S. West  
on this 11th day of July A.D. 1994  
at 9:57 o'clock A.M. and duly recorded  
in Vol. M94 of Deeds Page 21314

Evelyn Bight

County Clerk

By *Evelyn Bight*

Deputy.

Fee, \$10.00