(10-93)

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S.15D,T.38S,R.9E,W.M.,TL-2001

07-11-94A09:57 RCVD

EASEMENT

Job 43R516J

R/W Reference 94-143125

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

_____ 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 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:

Parcel 2 of Minor Land Partition 24-19, recorded in Klamath County, Township 38 South, Range 9 East, W.M., Section 15D, Tax Lot 2001, Klamath County, Oregon.

The easement is as folows: A strip of land 10 (ten) feet in width and 390 (three hundred ninty) feet in length, within that certain power easement from the Northern to the Southern lines, as placed, and being a portion of the above described property.

Accepted by W. L. [illegible] 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 10th day of May, 1994

Witness: _____

By: Bruce L. Durant
Trudie D. Durant

Bruce L. Durant

Trudie D. Durant

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

1909

(Individual Acknowledgement)

State of Oregon
County of Klamath } ss

On this day personally appeared before me Bruce L. & Trudie D. Durant

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 therein mentioned.

Given under my hand and official seal this 10th day of May, 1994

J W Vickery

Notary Public in and for the State of Oregon residing at _____

My commission expires: _____

OFFICIAL SEAL
J.W. VICKERY
NOTARY PUBLIC - OREGON
COMMISSION NO. 011325
MY COMMISSION EXPIRES MAR. 23, 1995

(Corporate Acknowledgement)

State of _____
County of _____ } ss

On this day personally appeared before me

_____

_____

who did say he/she is the _____

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

US West

on this 11th day of July A.D., 19 94
at 9:57 o'clock A M. and duly recorded
in Vol. M94 of Deeds Page 21315
Evelyn Biehn County Clerk
By Lorraine Mullendore Deputy.

Fee, $10.00