

(10-81) 93304

01-06-95P(11: 4 PCVD

34, T. 41S, R. 10E, W.M., TL-1300

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Job 43R7315

EASEMENT

R/W Reference 94-325 025

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 on, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

The W $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 4, Township 41 South, Range 10 East, W.M., Klamath County, Oregon, also known as Tax Lot 1300.

The easement is as follows: A strip of land 10 (ten) feet in width and 1400 (one thousand four hundred) feet in length, within the existing power easement, as placed, and being a portion of the above described property.

Accepted by A. L. Day  
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 16<sup>th</sup> day of Nov, 1994

Witness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Walter Fotheringham  
\_\_\_\_\_  
\_\_\_\_\_  
Walter Fotheringham

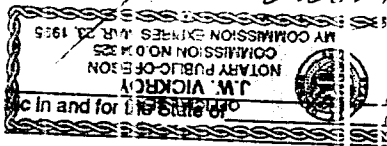
(Individual Acknowledgement)

State of Oregon  
County of Klamath } ss

On this day personally appeared before me  
Walter Fotheringham

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 16<sup>th</sup> day of Nov, 1994



Notary Public in and for the State of Oregon  
residing at \_\_\_\_\_

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

(Corporate Acknowledgement)

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

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

US West  
on this 6th day of Jan A.D. 19 95  
at 1:34 o'clock P. M. and duly recorded  
in Vol. M95 of Deeds Page 408  
Bernetha G. Letsch County Clerk  
By Douglas M. Henderson  
Deputy.

Fee. \$10.00

RETURN TO GRANTEE AT:  
U S WEST COMMUNICATIONS, INC  
RIGHT-OF-WAY DEPT.  
1600 7th AVENUE, ROOM 1909  
SEATTLE, WA 98191