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After recording, return document to:

McCleery & Associates  
3180 Cheltenham Way  
Medford, OR 97504

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## EASEMENT

### DOCUMENT REFERENCE NUMBER:

GRANTOR NAME(S): Zion Evangelical Lutheran Church  
1025 High Street  
Klamath Falls, OR 97601

GRANTEE: USWEST Communications, Inc.  
8021 SW Capitol Hill Road  
Portland, OR 97219

### ABBREVIATED LEGAL DESCRIPTION (Lot, Block, Plat Name, Section, Township, Range):

Lots numbered one (1), two (2), three (3) and four (4), in Block numbered one (1), in Hot Springs Addition to the City of Klamath Falls, Oregon, according to the recorded plat of said addition, comprising 0.49 acres, more or less.

Complete legal description is on EASEMENT document.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):  
(Tax Lot 3809-29DD-08100)

(State of Washington Requirement)  
Page 1 of 4 Pages.

98 SEP 18 P 2:27

25-

RECORDING INFORMATION ABOVE

R/W# \_\_\_\_\_

## EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of ONE THOUSAND AND NO/100 DOLLARS (\$1,000) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto US West Communications, Inc. a Colorado Corporation, hereinafter referred to as "Grantee", whose address is 8021 SW Capitol Hill Road, Portland, Oregon 97219, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, modify, change, add to, operate, maintain and remove such telecommunications facilities, and appurtenances, from time to time as Grantee may require upon, over, under and across the following described land, situated in the County of Klamath, State of Oregon, which the Grantor owns or in which the Grantor has any interest, to wit:

As shown and described on the attached Exhibits "A", (Tax Lot 3809E29DD-8100).

Grantor further conveys to Grantee the following incidental rights:

- (1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon adjacent land to said easement.
- (2) The right of ingress and egress over and across the lands of Grantor to and from the above described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's activities on the property listed as Tax Lot 8100 at the corner of 11<sup>th</sup> and Washington Streets. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the respective parties hereto.

Grantee shall replant and restore the site to pre-existing work conditions. This is to include replacing trees, shrubs or flowers at the direction of the Church Council of Zion Lutheran Church.

Page 1 of 2 REA  
Initial

RECORDING INFORMATION ABOVE

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.

Dated this 18<sup>th</sup> day of August, 1998.

Grantor: \_\_\_\_\_

LUTHERAN CHURCH  
(Official name of company or Corporation)

Grantor \_\_\_\_\_

By Ronald E. Anglin  
Its Council Chair

Grantor \_\_\_\_\_

Attest \_\_\_\_\_  
Secretary of Corporation

Grantor \_\_\_\_\_

(Individual Acknowledgment)

(Corporate Acknowledgment)

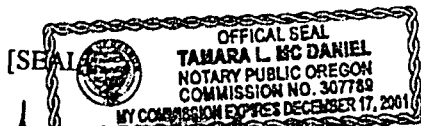
STATE OF OREGON }  
COUNTY OF Klamath } ss

STATE OF OREGON }  
COUNTY OF KLAMATH }

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

This instrument was acknowledged before me on Aug 12, 1998, by Ronald E. Anglin as Council Chair of Lutheran Church

[SEAL]



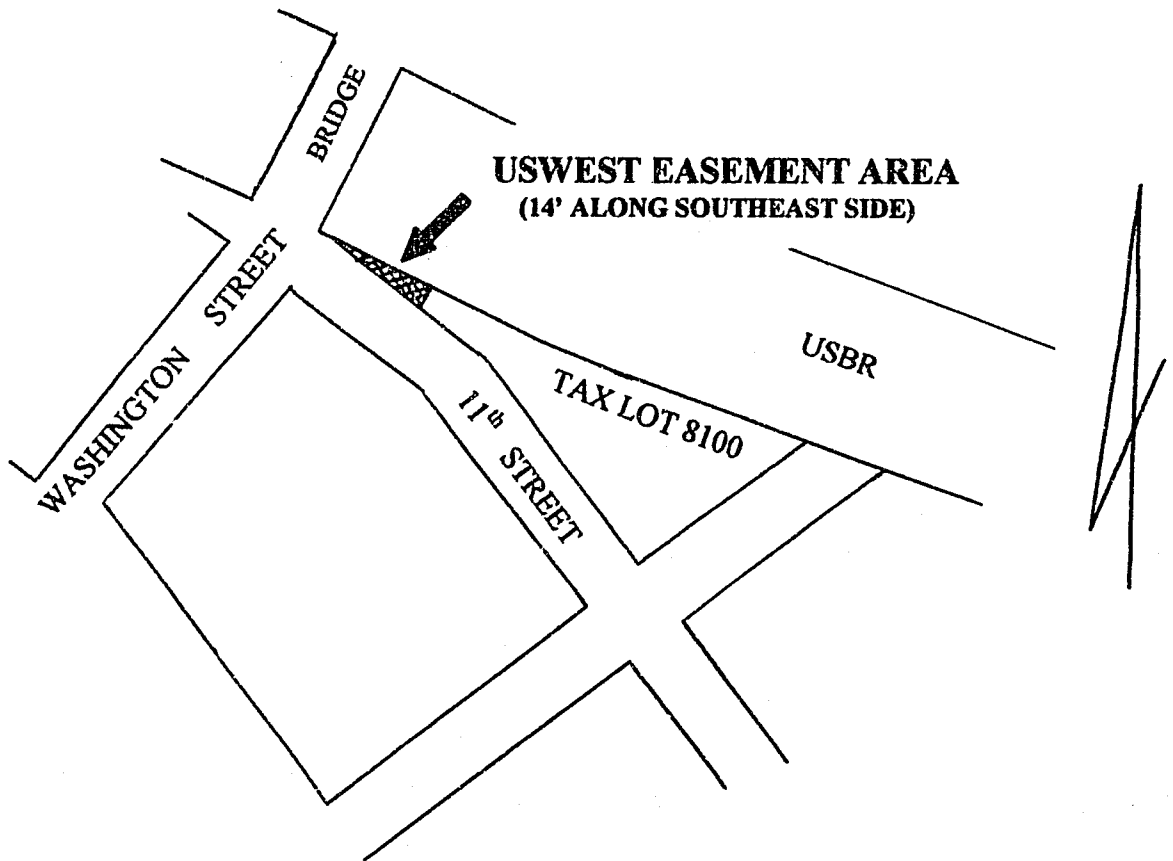
Notary Public  
My commission expires: \_\_\_\_\_

Tamara L. McDaniel  
Notary Public  
My commission expires: 12/17/01

R/W # \_\_\_\_\_ Job # \_\_\_\_\_  
Exchange \_\_\_\_\_ County \_\_\_\_\_  
1/4 Section \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

# EXHIBIT "A"

34391



A triangular Easement area, that begins at the most Westerly point of a tract known as Tax Lot 8100 and described as: Lots numbered one (1), two (2), three (3) and four (4), in Block numbered one (1), in Hot Springs Addition to the City of Klamath Falls, Oregon, according to the recorded plat of said addition, comprising 0.49 acres, more or less; and running thence from said most Westerly point, Easterly along the North line of said tract 14 feet; thence South to 11<sup>th</sup> Street; thence Westerly along said 11<sup>th</sup> Street to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of McCleery & Associates the 18th day of September A.D., 19 98 at 2:27 o'clock P.M., and duly recorded in Vol. M98 of Deeds on Page 34388.

FEE \$25.00

By Kathleen Ross Bernetha G. Letsch, County Clerk