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pk Lee Schimpf  
102 Ne. 128th Ave.  
Portland, Or. 97230

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## EASEMENT

DOCUMENT REFERENCE NUMBER: 99210010R

**GRANTOR NAME(S):**

Kari L. Nelson  
Claude E. Nelson

**GRANTEE:** U S WEST Communications, Inc.  
8021 SW Capitol Hill Road  
Portland, OR 97219

**ABBREVIATED LEGAL DESCRIPTION** (Lot, Block, Plat name, Section, Township, Range):

Block 50 Worden Townsite, Sec. 34, T.40S, R.8E. WM.

Complete legal description is on EASEMENT document.

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):**

(State of Washington Requirement)

Page 1 of \_\_\_\_ pages.

## RECORDING INFORMATION ABOVE

R/W# 9921001OR

## EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of Two Thousand-----  
-----Dollars (\$ 2000.00) and other good and valuable  
 consideration, do hereby grant and convey unto US WEST Communications, Inc., a  
 Colorado corporation, hereinafter referred to as "Grantee" whose address is 700 Mineral,  
Littleton, Colorado 80120, its successors, assigns, lessees, licensees, and agents a  
 perpetual easement to construct, reconstruct, 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:  
 Located in BLOCK 50 WORDEN TOWNSITE (vacated)  
 Sec. 34, T.40S. R.8E. WM.

SEE EXHIBIT A&B ATTACHED HERETO AND BY THIS REFERENCE MADE A  
 PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

.The right of ingress and egress over and across the lands of the 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  
 negligent exercise of the rights and privileges herein granted. 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.

*CE/Delet*  
~~Grantor hereby covenants that no excavation, building, structure or obstruction will be  
 constructed, erected, built, or permitted on said easement area.~~ *478*

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

Page 1 of 2 CE/Delet  
 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 23 day of July, 19 99.

Claude E. Nelson

Grantor

(Official name of company or Corporation)

Kari L. Nelson

Grantor

By \_\_\_\_\_  
Its \_\_\_\_\_

Grantor

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

Grantor

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF OREGON )  
 ) ss  
COUNTY OF Klamath )

STATE OF OREGON )  
 ) ss  
COUNTY OF Klamath )

This instrument was acknowledged before me on 7-23, 19 99, by

Kari L. Nelson and  
Claude E. Nelson

This instrument was acknowledged before me on July 23, 19 99, by

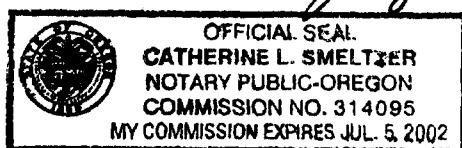
as \_\_\_\_\_ of \_\_\_\_\_

[SEAL]

[SEAL]

Catherine L. Smeltzer  
Notary Public

My commission expires: July 5, 2002



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

R/W # 9921001OR

Job # 91RD414

Exchange Klamath Falls

County Klamath

1/4 Section \_\_\_\_\_ Section 34 Township 40S Range 8E

**EXHIBIT "A"**

A FIVE (5) FOOT STRIP OF LAND WITH THE TELECOMMUNICATION CABLE "AS PLACED" AS THE CENTERLINE LOCATED IN BLOCK 50 WORDEN TOWNSITE (VACATED) IN SECTION 34, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AS CONVEYED TO CLAUDE E. AND KARI I. NELSON BY DEED RECORDED MAY 25, 1996 IN KLAMATH COUNTY OFFICIAL RECORDS VOL. M96 PAGE 35392. SAID STRIP OF LAND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY COMMON TO VACATED LOTS 13 AND 14;

THENCE NORTHEASTERLY 469.80 FEET MORE OR LESS TO THE NORTH BOUNDARY OF BLOCK 50 AS DESCRIBED ABOVE AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**EXHIBIT "B"**  
**USW JOB # 91RD414**

BLOCK 50 WORDEN TOWNSITE (VAC.)  
SEC. 34 T.40S, R. 8E. WM.

DELANEY  
STREET

BLOCK 50

APPROXIMATE LOCATION  
TELECOMMUNICATION CABLE

MAIN



State of Oregon, County of Klamath  
Recorded 06/26/00, at 11:52 a.m.  
In Vol. M00 Page 23020  
**Linda Smith,**  
County Clerk Fee \$ 41<sup>00</sup>