

INDEX PAGE FOR DOCUMENT RECORDING
PLACE RECORDING STAMP/SEAL
IN SPACE PROVIDED AT RIGHT.

After recording, return document to:

LEE SCHIMPF
102 NE 128th. Avenue
PORTLAND, OR. 97230

EASEMENT

DOCUMENT REFERENCE NUMBER: 9935501OR

GRANTOR NAME(S): Emma C. Achleithner

GRANTEE: U S WEST Communications, Inc.
700 W. Mineral
Littleton, Cop 80120

ABBREVIATED LEGAL DESCRIPTION (Lot, Block, Plat name, Section,
Township, Range): Sec. 24, 13, and 37 T37S, R8E 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 # 9935501OR

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of TWENTY-FIVE HUNDRED
~~-----~~Dollars (\$ 2500.00) 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 700 W 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, 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 Sections 24, 13, and 37 Township 37 South, Range 8 East, WM.

SEE EXHIBIT A and 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 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 NOT BUILD NEW ROADS EX LAB
 Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's 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.

Grantor hereby covenants that no excavation, building, structure or obstruction will be
 constructed, erected, built or permitted on said easement area without permission of Grantee.
 Said permission shall not be unreasonably withheld. A school bus shelter shall not require prior
 permission.

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.

RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled in 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 18th day of DECEMBER, 1999

Emma C. Achleithner
Grantor

(official name of company or corporation)

Grantor

By _____
Its _____

Grantor

Attest _____
Secretary of Corporation

Grantor

(Individual Acknowledgment)

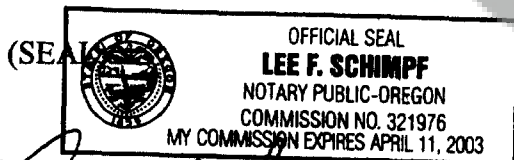
(Corporate Acknowledgment)

STATE OF OREGON }
 } SS
COUNTY OF Klamath

STATE OF OREGON }
 }
COUNTY _____

This instrument was acknowledged before me on 12-18 1999, by Emma C. Achleithner

This instrument was acknowledged before me on _____ 19____, by _____
as _____ of _____



Lee F. Schimpf
Notary Public
My commission expires: 4-11-2003

(SEAL)

Notary Public
My commission Expires:

Job
RAW # 92RE469 R/W 99355010R
Exchange Klamath Falls County Klamath Section 34, 37, 13 Section _____ Township 37S
Range 08 E

EXHIBIT "A"

A STRIP OF LAND LOCATED IN LOTS 2, 3, 4, AND 7 IN SECTION 24, AND LOT 4 IN SECTION 13, AND THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 13, AND LOT 1000 IN SECTION 37, TOWNSHIP 37 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN. KLAMATH COUNTY OREGON BEING A PART OF THAT CERTAIN PROPERTY DESCRIBED IN DEED CONVEYANCE TO FRANZ S. AND EMMA C. ACHLEITHNER RECORDED IN VOLUME M90 PAGE 500 KLAMATH COUNTY, OREGON OFFICIAL RECORDS. SAID STRIP OF LAND EXTENDING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 12.50 FEET SOUTH OF THE INTERSECTION OF THE SOUTH MARGIN OF ALGOMA COUNTY ROAD AND THE EAST MARGIN OF U.S. HIGHWAY 97 (THE DALLES-CALIFORNIA HYW.);

THENCE EAST ALONG ALGOMA ROAD, 50.00 FEET;

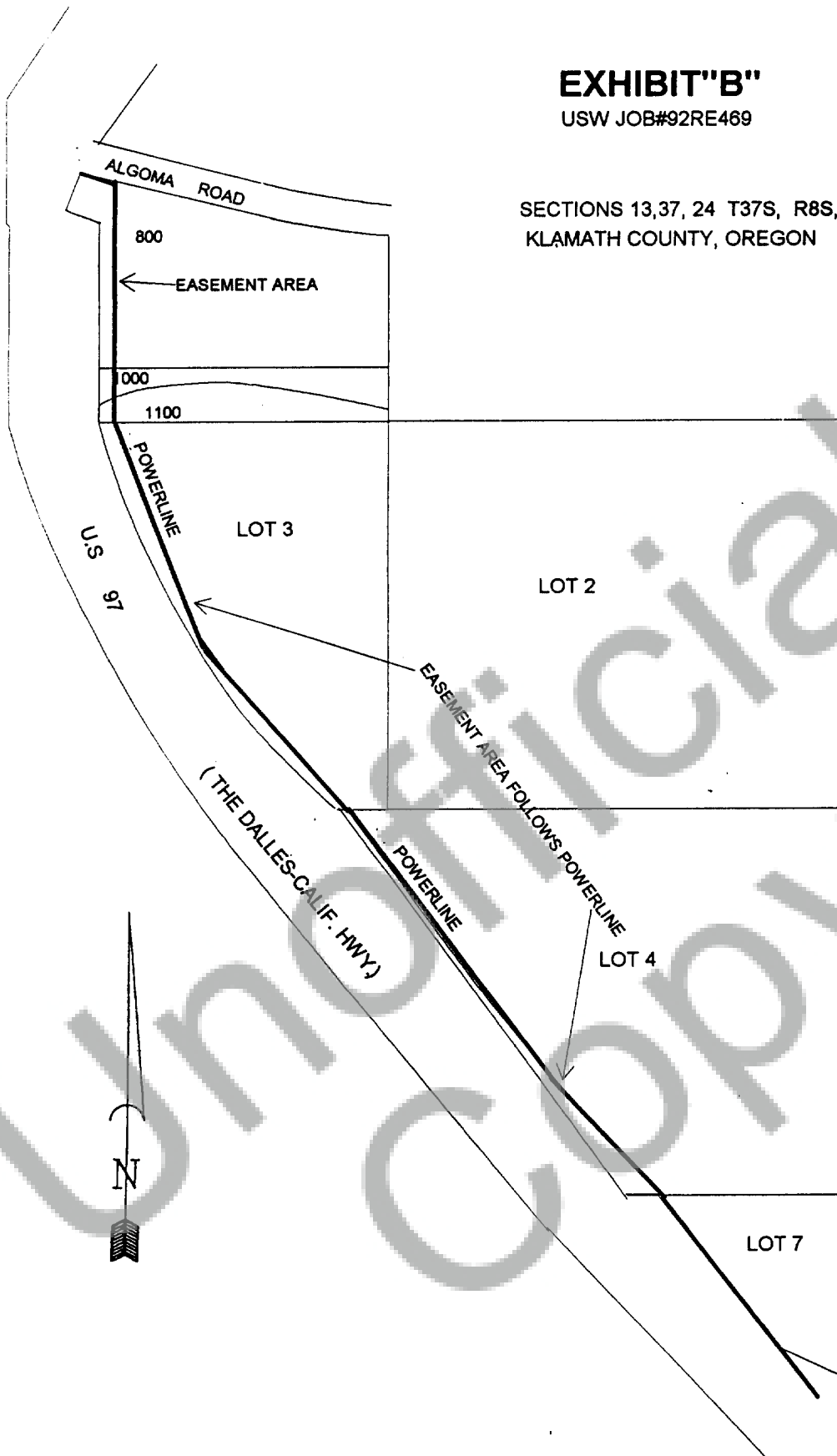
THENCE SOUTHEASTERLY TO THAT CERTAIN PACIFIC POWER AND LIGHT POWERLINE RIGHT OF WAY;

THENCE SOUTHERLY ALONG SAID POWERLINE RIGHT OF WAY TO THE SOUTH BOUNDARY OF SAID LOT 7 IN SECTION 24, TOWNSHIP 37 SOUTH RANGE 8 EAST WILLAMETTE MERIDIAN. THE GENERAL CHARACTERISTICS DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

EXHIBIT "B"

USW JOB#92RE469

SECTIONS 13, 37, 24 T37S, R8S, WM.
KLAMATH COUNTY, OREGON



State of Oregon, County of Klamath
Recorded 06/26/00, at 10:52a.m.
In Vol. M00 Page 23025
Linda Smith,
County Clerk Fee\$ 41⁰⁰