

After Recording Return to:
Flo Mott
Qwest Corporation
8021 SW Capitol Hill Road
Room 160
Portland, OR 97219

Job#: 11RE803 - Klamath Falls

Vol M02 Page 8403

State of Oregon, County of Klamath
Recorded 02/12/2002 8:52 a m.
Vol M02, Pg 8403-0.5
Linda Smith, County Clerk
Fee \$ 3/00 # of Pgs 3

02 FEB 12 AM 8:52

RECORDING INFORMATION ABOVE

EASEMENT

The undersigned **Woodsman Country Lodge LLC**, ("Grantor") for and in consideration of Two Thousand and no/100 Dollars (\$2,000.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto **Qwest Corporation**, a Colorado corporation, ("Grantee") whose address is 1801 California St., Suite 5200, Denver, CO 80202, its successors, assigns, lessees, licensees, and agents a perpetual non-exclusive easement to construct, reconstruct, modify, add to, operate, maintain, and remove such telecommunications facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Klamath, State of Oregon, which the Grantor owns or in which the Grantor has any interest ("Easement Area"), to wit:

An easement, as placed, which is situated in a portion of the NE ¼ of the SW ¼, Section 30, Township 24 South, Range 09 West and which is further described as an existing utility pathway established by Midstate Electric Cooperative, Inc., 15340 N. Highway 97, LaPine, OR. See Exhibit "A", which is attached hereto and by this reference, made a part hereof.

Tax Lot R2409-030CA-00800-000.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

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

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

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Initials _____

Grantee further agrees that all costs associated with the installation of the equipment and the maintenance of the easement area now and in the future will be at its sole cost.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

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 judgement 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 Easement Area is situated.

Limited Liability Company Easement

WOODSMAN COUNTRY LODGE LLC

By Charles O'Neal
Charles O'Neal

Its Member

and

Jeanne O'Neal
Jeanne O'Neal

Its Member

GRANTORS

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 22 day of January, 2002 as Members [Member] [Manager] [Other Title] of WOODSMAN COUNTRY LODGE LLC, an Oregon limited liability company, on behalf of the company.



Witness my hand and official seal:

Jeanne Benkover

Notary Public

My commission expires: 8/26/02

R/W#: OR01181201 Job #: 11RE803

Exchange : Klamath Falls County : Klamath

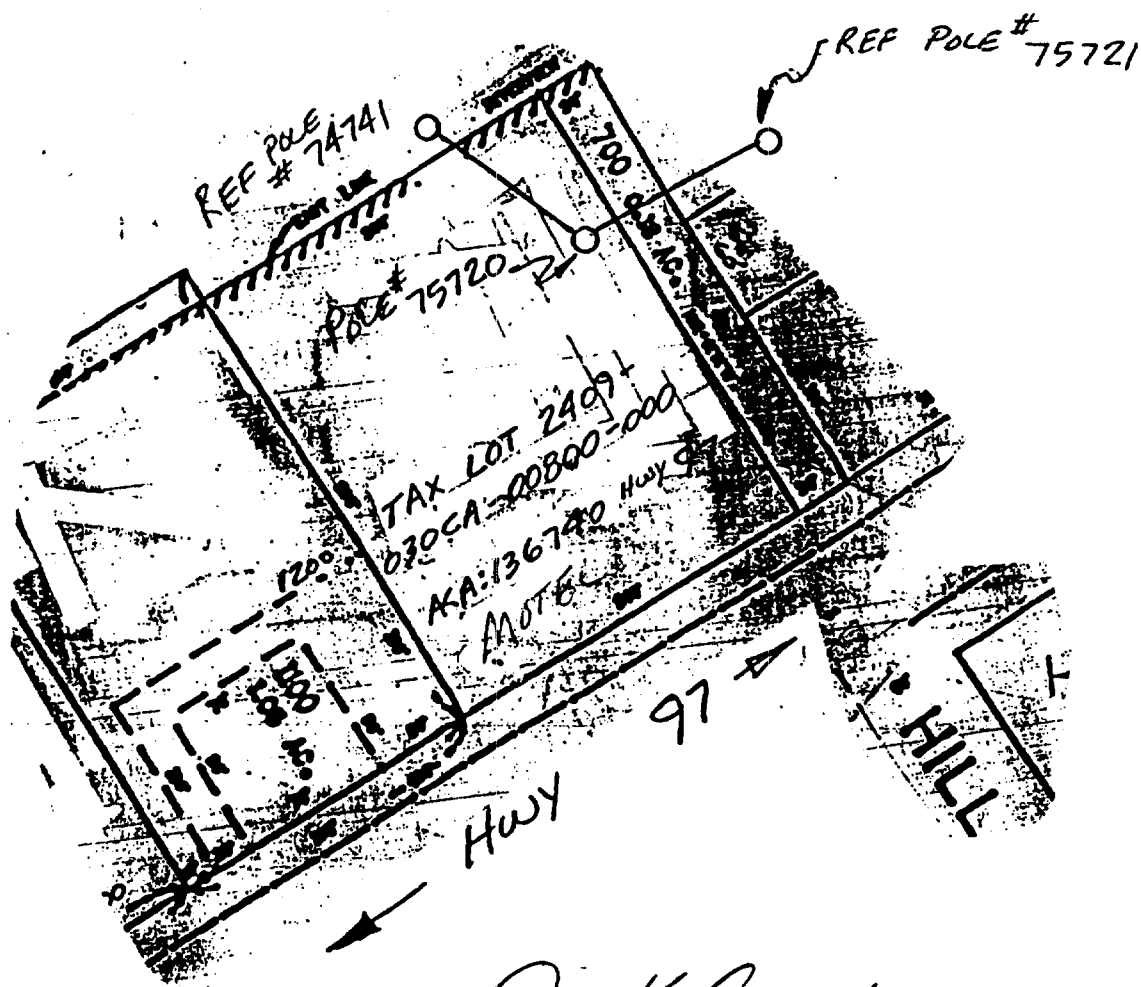
¼ Section : NE ¼ of SW ¼ Section : 30 Twp: 24S Rge : 09W

Qwest 

SKETCH OF PROPOSED EASEMENT

Subject to Survey and Design Approval

EXHIBIT "A"

Survey Requested on NA From _____POLE 75720 & PATHWAY LINEAR 15' WIDE

Proposed easement measuring _____ x _____ for placement of telecommunication facilities and related appurtenances. AS PLACED



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