

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 8406

State of Oregon, County of Klamath  
Recorded 02/12/2002 8:53 a m.  
Vol M02, Pg 8406-8409  
Linda Smith, County Clerk  
Fee \$ 36<sup>00</sup> # of Pgs 4

'02 FEB 12 AM 8:53

RECORDING INFORMATION ABOVE

**EASEMENT**

The undersigned **GLENN A. MOUNT**, ("Grantor") for and in consideration of Four Thousand and no/100 Dollars (\$4,000.00) 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:

**A 30'x30' easement described in its entirety on Exhibit "A-1" and an aerial "as placed" easement 7 1/2' on either side of the power line immediately South of the 30'x30' easement, located on the Grantor's property, as shown on Exhibit "A-2" and by this reference made a part hereof, , all of which are situated in the SW 1/4 of the SE 1/4, Section 19, Township 25 South, Range 8 East, W.M.**

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. Grantee agrees that nothing higher than 6' will be erected on the Easement Area.

Grantee, its successors and assigns, agrees that should it vacate the Easement Area in the future for a period of one year or longer, the rights to the Easement Area will revert back to Grantor.

R/W #: OR01281201

Page 1 of 4  
Initials [Signature]

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.

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.

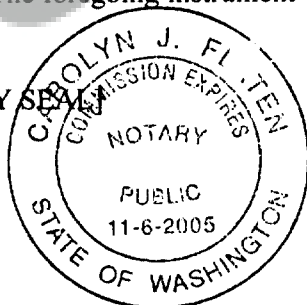
**Private Easement**  
Individual(s) as Grantor

  
Glenn A. Mount

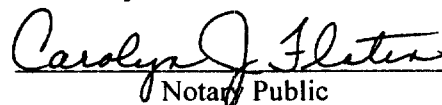
STATE OF Washington )  
COUNTY OF Snohomish ) ss:

The foregoing instrument was acknowledged before me this 30 day of January, 2002, by Glenn A. Mount.

[NOTARY SEAL]



Witness my hand and official seal:

  
Notary Public

My Commission Expires: 11-6-2005

R/W#: OR01281201 Job # 11RE803

Exchange : Klamath Falls County : Klamath

¼ Section : SW of SE Section : 19 Township : 25S Range : 8E

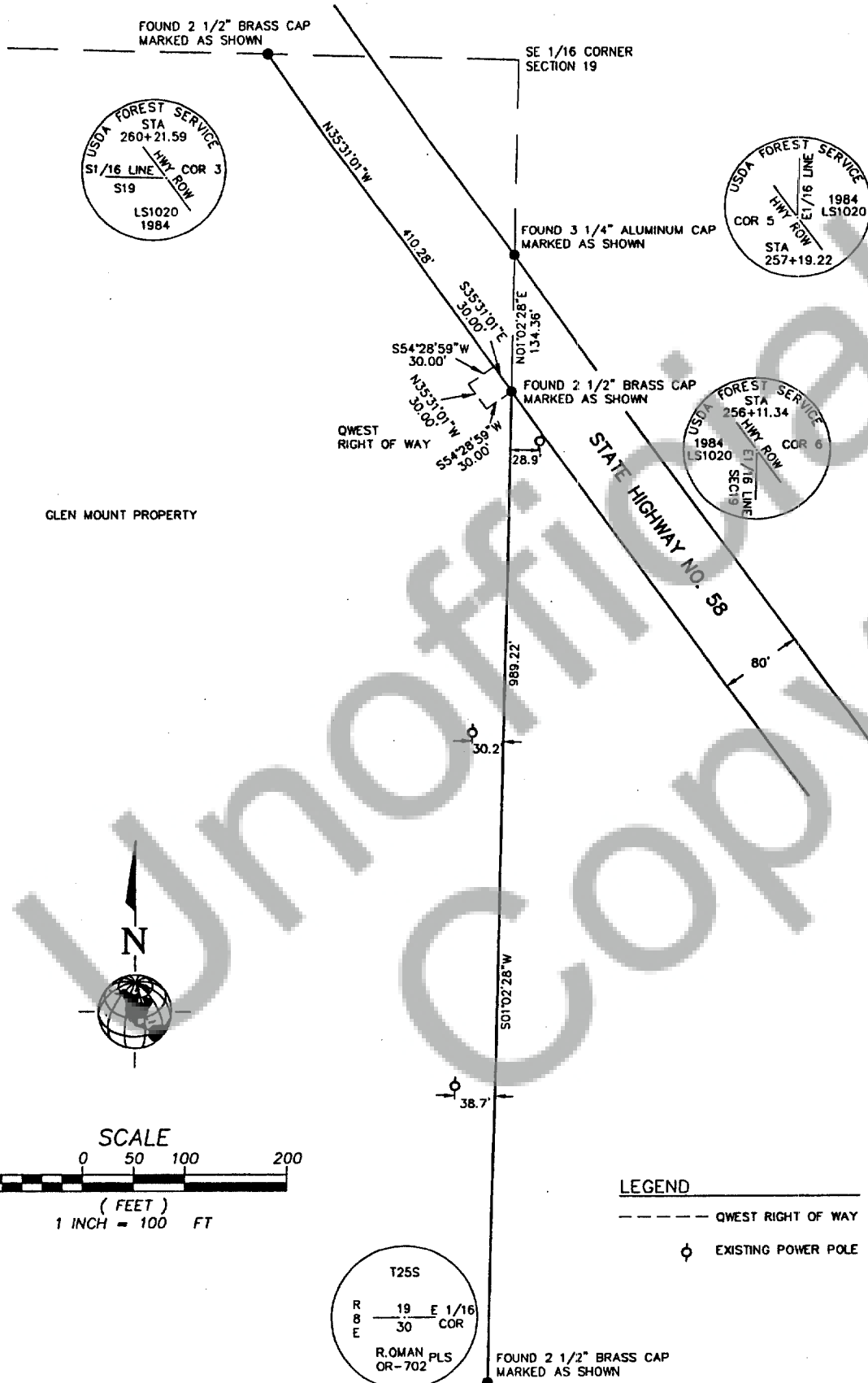
**EXHIBIT A-1**  
**Qwest Corporation**  
**Right of Way**

A parcel of land located in the southwest one-quarter of the southeast one-quarter (SW  $\frac{1}{4}$ , SE  $\frac{1}{4}$ ) of Section 19, Township 25 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, being more particularly described as follows;

Beginning at a 2  $\frac{1}{2}$  - inch brass cap located at the intersection of the east line of said SW  $\frac{1}{4}$ , SE  $\frac{1}{4}$  and the southwesterly right of way of State Highway No. 58; thence leaving said right of way, South 54°28'59" West, 30.00 feet; thence North 35°31'01" West, 30.00 feet; thence North 54°28'59" East, 30.00 feet to said southwesterly right of way; thence along said right of way South 35°31'01" East, 30.00 feet to the point of beginning.

# EXHIBIT A-2

8409



TOWNSHIP 25 SOUTH, RANGE 8 EAST, SECTION 19

SURVEYED BY: <u>JMS</u>		CHECKED BY: <u>JMS</u>	
DRAWN BY: <u>BWR</u>		APPROVED BY: <u>BWR</u>	
LAST EDIT: <u>12/28/01</u>		PLOT DATE: <u>01/03/02</u>	
DATE	BY	REVISION	CR/D/APP

KLAMATH COUNTY

SCALE: 1"=100'

PROJECT NO. 833923.001

DRAWING FILE NAME: HWY58QW.DWG

QWEST CORPORATION  
JOB# 11RE803  
RIGHT OF WAY  
EXHIBIT MAP

**W&H PACIFIC**

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