

After recording return to:  
Qwest Corporation  
8021 SW Capitol Hill Road  
Room 160  
Portland, OR 97219  
Attn: Flo Mott

Job#: 12RE803-Lapine

Vol M02 Page 14531

State of Oregon, County of Klamath  
Recorded 03/12/2002 9:56 a m.  
Vol M02, Pg 14531-34  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

'02 MAR 12 AM 9:56

RECORDING INFORMATION ABOVE

**EASEMENT**

The undersigned **KLAMATH NORTHERN RAILROAD COMPANY**, Grantor, for and in consideration of Mutual Benefits and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto **QWEST CORPORATION**, a Colorado corporation, hereafter referred to as "Grantee", whose address is 1801 California St., Suite 5200, Denver, CO 80202, 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 other 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:

An "as placed" easement 7 1/2' on either side of the existing Midstate Electric Cooperative power line easement located within the Klamath Northern Railroad boundaries, situated on the following described properties owned by said railroad:

Township 24S, Range 9E, specifically the SW 1/4 of Section 30; then to Township 24S, Range 9E, specifically the NW 1/4 of Section 31, then to Township 24S, Range 8E, specifically from the NE 1/4 down and across To the SW 1/4 of Section 36, then to Township 25S, Range 8E, specifically the NW 1/4 of Section 1, then to Township 25S, Range 8E, specifically the E 1/2 of Section 2, then to Township 25S, Range 8E, specifically the W 1/2 of Section 11, then to Township 25S, Range 8E, specifically the SE 1/4 of Section 10, then to Township 25S, Range 8E, specifically the N 1/2 of Section 15, then to Township 25S, Range 8E, specifically the NE 1/4 and the SW 1/4 of Section 16, then to Township 25S, Range 8E, specifically the SE 1/4 of Section 17, then to Township 25S, Range 8E, specifically the E 1/2 of Section 20, then to Township 25S, Range 8E, specifically the N 1/2 & the SW 1/4 of Section 29, then to Township 25S, Range 8E, specifically the NW 1/4 of Section 32;

Grantee stipulates that its telecommunication improvements shall be substantially above ground, attached to existing Midstate Electric poles, supplemented by approximately 15 subsurface splice containers located within this Qwest 15 foot easement.

Grantor further grants to Grantee the right to install telecommunication cable and/or conduit over or under or along the Railroad in Section 29, Township 25S, Range 8E, to Industry Standards.

Grantee further agrees to provide the Grantor with two (2) sets of "As Built" drawings of all buried improvements within 30 days of completed construction.

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 land with 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 further stipulates that it is self-insured and, upon request, will furnish Grantor with a Certificate of Insurance naming Grantor as a Certificate Holder.

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 environmental contamination, which is either pre-existing or not caused by Grantee.

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

Grantor covenants that it is the fee simple owner of the Easement Area or has an interest in said 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 said 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 easement shall run with the land and inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

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 Easement Area is situated.

GRANTOR

Klamath Northern Railroad  
Company

By Herbert H. Nash  
Herbert H. Nash  
Oregon Land & Timber Manager

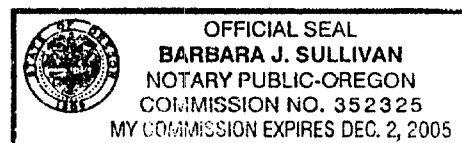
STATE OF OREGON     )  
                                  )ss  
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before this 26 day of February, 2002, by Herbert H. Nash as Oregon Land & Timber Manager for said Klamath Northern Railroad Company.

Witness my hand and official seal:

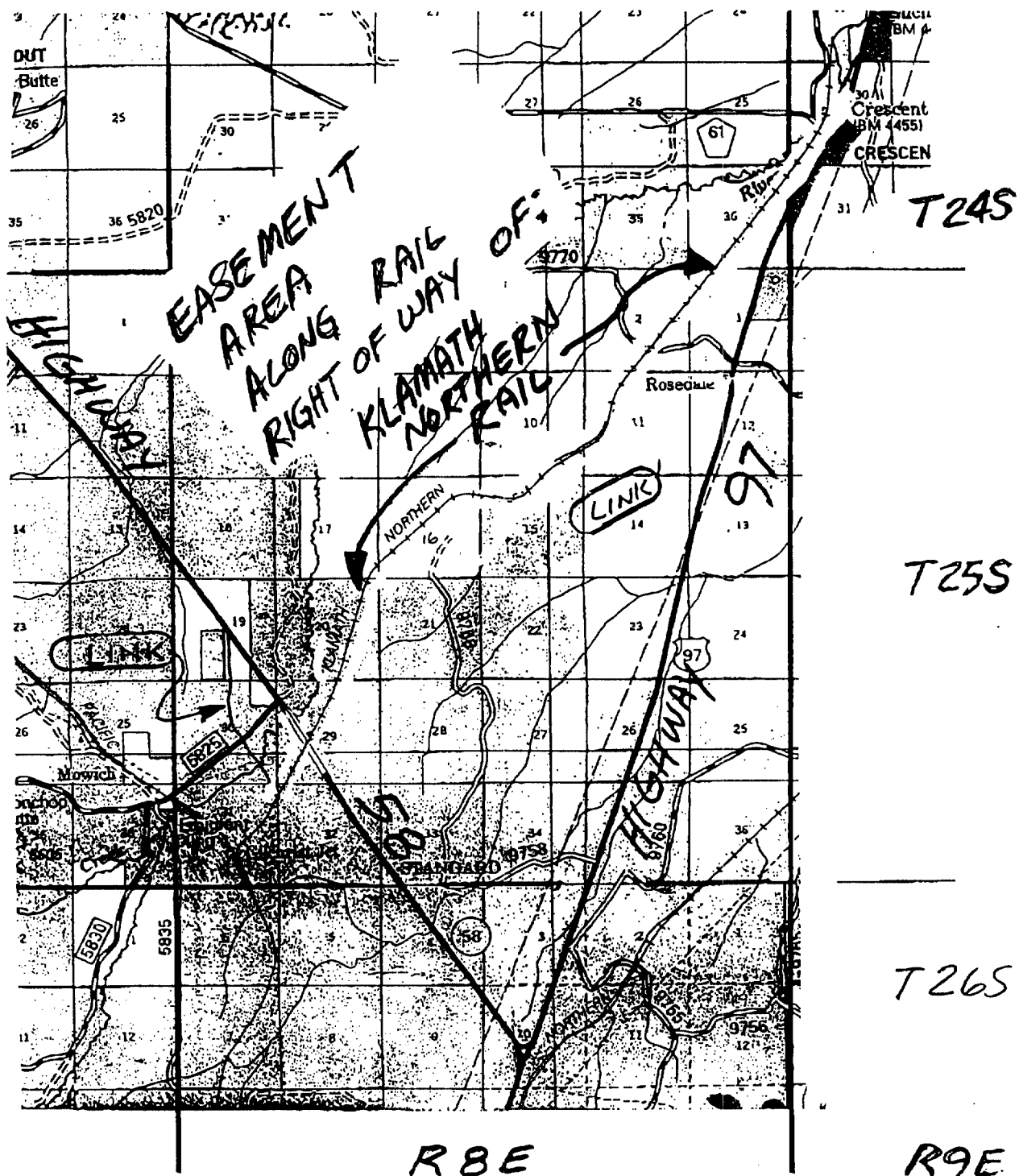
Barbara J. Sullivan  
Notary Public

My commission expires: 12-2-2005



R/W#: 021802FM01     Job #: 12RE803  
Exchange: Lapine County: Klamath  
Section: Various, Township 24 & 25, Range 9E

## EXHIBIT "A"



KLAMATH COUNTY  
OREGON

QWEST JOB # 12RE 803

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