

'02 MAY 7 AM 9:21

Vol M02 Page 26937

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

State of Oregon, County of Klamath
Recorded 05/07/2002 9:21 a m.
Vol M02, Pg 26937-40
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

Job#: 11RE803-Lapine

RECORDING INFORMATION ABOVE

GRANTOR: Edward H. Smith and Virginia Smith

GRANTEE: Qwest Corporation

Abbreviated Legal Description:

An easement as placed, which is situated in the NE ¼ of
Sec. 30, Twp. 24S, Range 9 West of the W.M. Klamath
County, OR

Upon Recordation, Return to:
Qwest Corporation
8021 SW Capitol Hill Rd.
Portland, OR 97219

26938

Attn: Florence Mott, Room 160

Job #11RE803

RECORDING INFORMATION ABOVE

EASEMENT

Private Easement
Individual(s) as Grantor

The undersigned Edward H. Smith and Virginia Smith, husband and wife, ("Grantor") for and in consideration of Mutual Benefits and other good and valuable consideration, the receipt of which 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, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, 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 Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

An easement as placed, which is situated in the NE 1/4 of Section 30 Township 24 Range 09 and which is further described as an existing utility pathway established by Midstate Electric Cooperative, Inc., 15340 N. Hwy 97, LaPine, Oregon. See attached Exhibit "A"

Tax lot R-2409-03000-00400-000

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.

Upon Recording, Return to:
Qwest Corporation
8021 SW Capitol Hill Rd.
Portland, OR 97219

26939

Attn: Florence Mott, Room 160

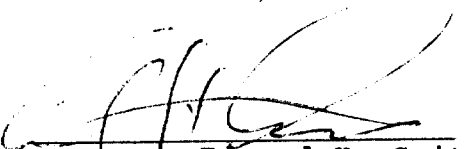
Job #11RE803

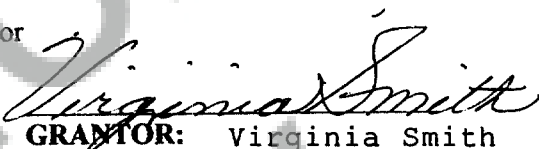
RECORDING INFORMATION ABOVE

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


GRANTOR: Edward H. Smith


GRANTOR: Virginia Smith

GRANTOR:

GRANTOR:

STATE OF OREGON)
COUNTY OF Lane) ss:

The foregoing instrument was acknowledged before me this 24 day of April,
2003 by Edward H. & Virginia Smith

Witness my hand and official seal:




Notary Public

My commission expires: 5-28-04

R/W# OR050102FM01 Job #11RE803
Exchange: Klamath Falls County: Klamath
NE 1/4 Section 30 Township 24 Range 09

26940

EXHIBIT "A"

NE 1/4, Sec. 30, Twp. 24S, Range 9 West
Klamath County, OR

Easement Area - That portion of property connecting between

Pole No. 74741 to pole 75720

