

03 APR 1 PM 9:18

After recording return to:  
Florence Mott  
Qwest Corporation  
8021 SW Capitol Hill Rd., Room 160  
Portland, OR 97219

Job#: 22RE564-Klamath Falls

Vol M03 Page 19503

State of Oregon, County of Klamath  
Recorded 04/01/2003 9:18 A.m.  
Vol M03 Pg 19503-06  
Linda Smith, County Clerk  
Fee \$ 36 # of Pgs 4

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RECORDING INFORMATION ABOVE

**EASEMENT**

**Corporate Easement**

The undersigned **City of Klamath Falls**, a Municipal corporation, ("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, under, over 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 10' W easement for "as placed" cable, located on a portion of Grantor's property, as described on Exhibit A-1 and shown on Exhibit A-2, attached hereto and by this reference made a part hereof, all of which is situated in the W 1/2 of Section 31, Township 38 South, Range 9 East, of the 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.

Grantee's use of the Easement Area shall be subject to all relevant terms and conditions set forth in any Franchise Agreement between the parties that may then be in effect. Because the Easement Area is located within a City Park, Grantee agrees to consult with and obtain the permission of the Parks Director for the City of Klamath Falls if ingress and egress to and from the Easement Area will require driving or operating vehicles or equipment off designated roads or on areas of the Park not immediately adjacent to the Easement Area.

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.

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Initials JS

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.

### Corporate Easement

Attest

Corporate Secretary

[CORPORATE SEAL]

CITY OF KLAMATH FALLS

By:

Name: Jeff Ball

Title: City Manager

GRANTOR

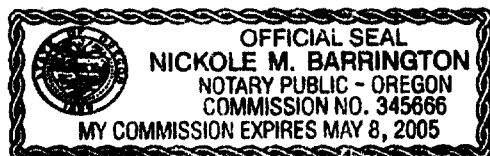
STATE OF OREGON )

COUNTY OF Klamath ) ss  
~~JOSEPHINE~~

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2003, by Jeff Ball as City Manager of the City of Klamath Falls, a Municipal corporation, on behalf of the corporation.

Witness my hand and official seal:

[NOTARY SEAL]



Nickole M. Barrington  
Notary Public for Oregon  
My commission expires: 5-8-2005

R/W#: OR012703FM01 Job #: 22RE564

Exchange: Klamath Falls County: Josephine

¼ Section: W ½ Section 31, Township 38S, Range 9E of W.M.

**EXHIBIT A-1**

**19505**

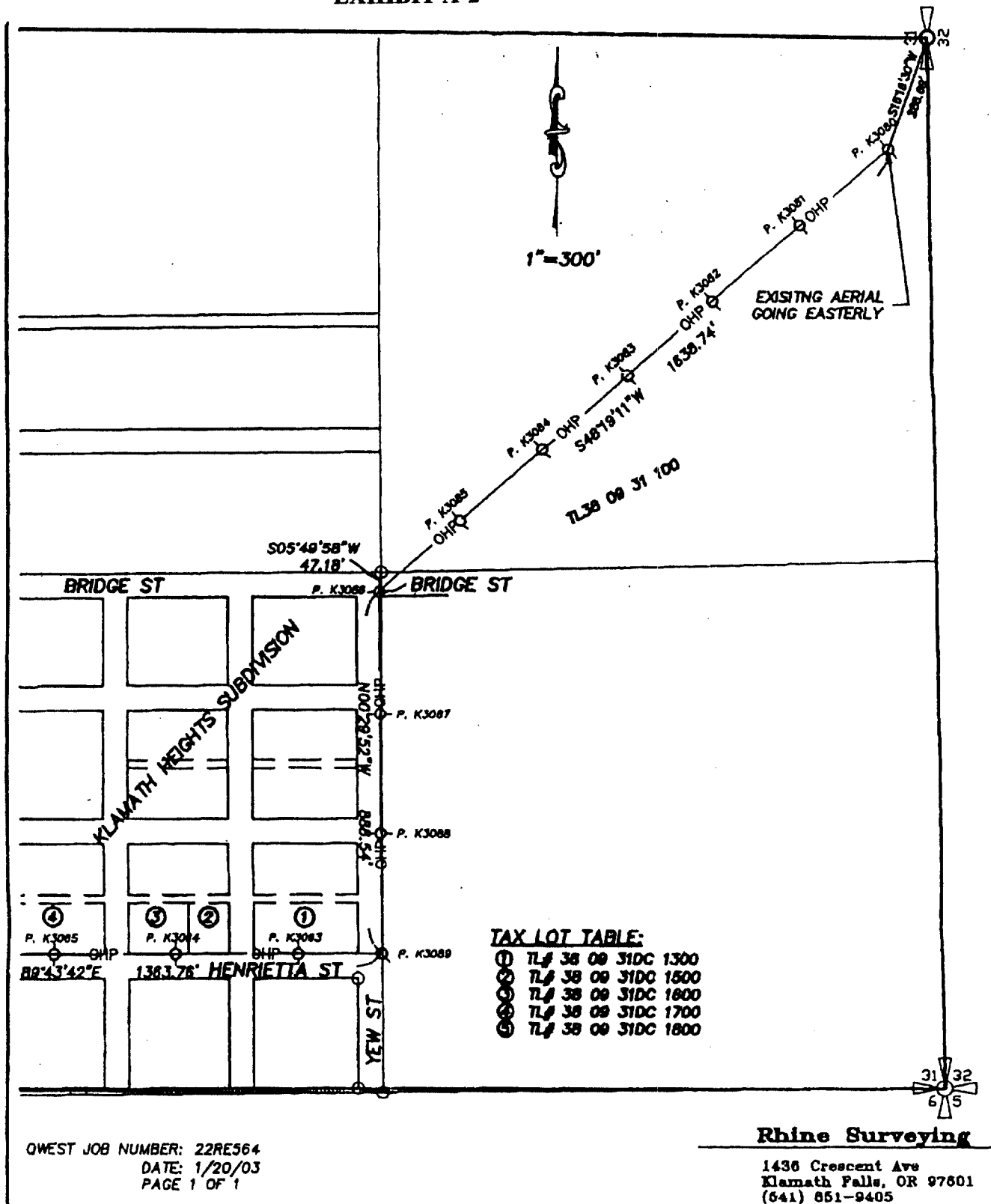
A strip of land being 10.00 feet in width, centered on an existing pole line as now Surveyed, located in the West one-half of Section 31, Township 38 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Commencing at the East one-quarter corner of said Section 31, said point being marked by a Brass cap; thence South  $18^{\circ}16'30''$  West a distance of 286.69 feet to the TRUE POINT OF BEGINNING; thence along said pole line as now Surveyed, South  $48^{\circ}19'11''$  West a distance of 1638.74 feet, through pole numbers K3080-K3086, to the POINT OF TERMINUS, said point bears South  $05^{\circ}49'58''$  West, 47.18 feet from a brass cap known as the Northwest corner of Westlake Park Addition to Klamath Falls.

The basis of Bearing for the legal was Klamath County Survey # 3664

19506

EXHIBIT A-2



QWEST JOB NUMBER: 22RE564  
DATE: 1/20/03  
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**Rhine Surveying**  
1436 Crescent Ave  
Klamath Falls, OR 97601  
(541) 851-9405