

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

Job#: 22RC029

Vol M03 Page 27534

State of Oregon, County of Klamath
Recorded 04/29/2003 9:25 a. m.
Vol M03 Pg 27534-37
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

'03 APR 29 AM 9:25

RECORDING INFORMATION ABOVE

EASEMENT
Corporate Easement

The undersigned, **Klamath Community Youth Sports Complex, Inc.**, an Oregon non-profit 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, electrical and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over the following described property situated in the County **Klamath**, State of **Oregon**, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

A 10' wide x 2000' long linear easement located in the southerly portion of the Grantor's property, which is described in its entirety in Exhibit A-1 and shown on Exhibit A-2, which are attached hereto and by this reference made a part hereof, all of which is situated in Section 35, Township 38S, Range 9E, 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.

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.

R/W #: **OR041403FM01**

Page 1 of 4
Initials 

36-

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]

**KLAMATH COMMUNITY YOUTH
SPORTS COMPLEX, INC.**

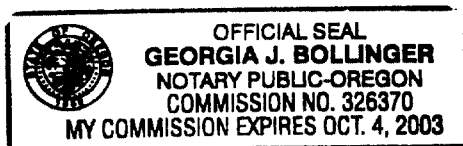
By: *David Steen*
Name: David Steen
Title: President Grantor

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 21 day of April, 2003, by David Steen as President of Klamath Community Youth Sports Complex, Inc., an Oregon non-profit corporation, on behalf of the corporation.

Witness my hand and official seal:

[NOTARY SEAL]



Georgia J. Bollinger
Notary Public
My commission expires: 10-4-03

R/W#: OR041403FM01 Job #: 22RC029

Exchange: Klamath Falls County: Klamath

¼ Section: ____ Section 35, Township 38S, Range 9E of W.M.

EXHIBIT A-1

27536

The South 5 acres of Tract 9 of ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with that portion of vacated Sears Way which inures thereto by Vacation Order #37-146, recorded April 10, 1997, in Volume M97, Page 10676, microfilm records of Klamath County, Oregon.

Account #: 3809-3500-600

Key #: 446404

Qwest Easement:

A 10' wide x 2000' long linear easement located on the southerly 10' of the above described property, all as shown on Exhibit A-2 attached hereto and by this reference, made a part hereof.

27537

EXHIBIT A-2

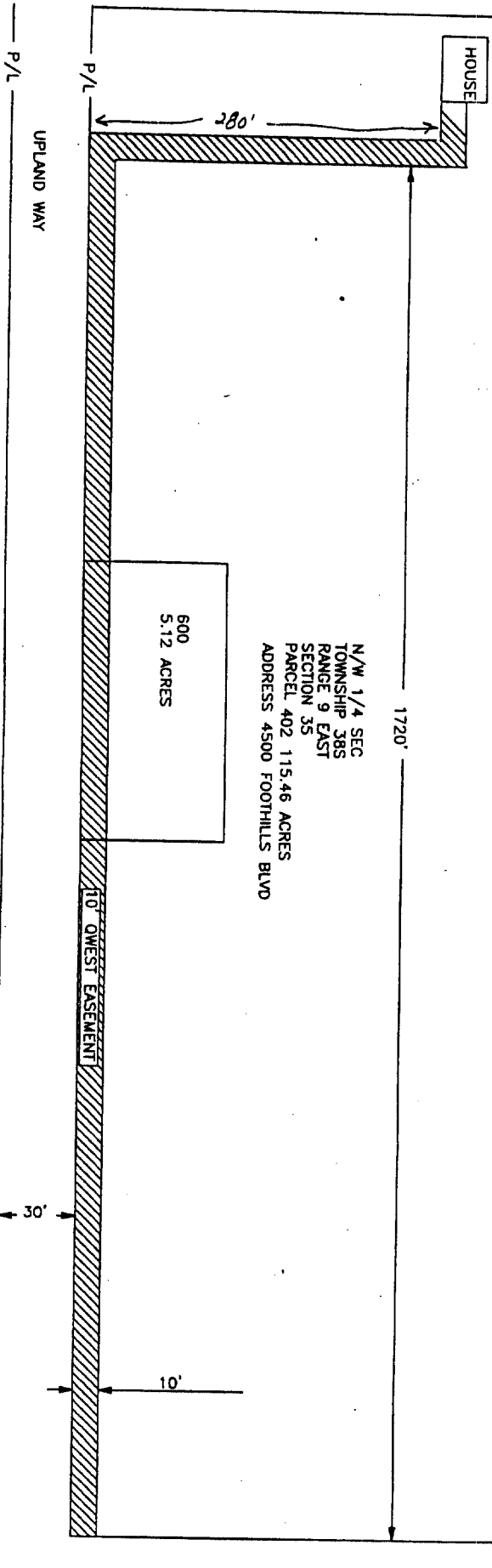
Q WEST
REASON FOR REISSUE: ISSUE DATE:

KLAMATH COUNTY YOUTH RECREATION PARK
PO BOX 5230
KLAMATH FALLS OR, 97601
ATTN: DAVE STEEN, PRESIDENT

N/W 1/4 SEC
TOWNSHIP 38S
RANGE 9 EAST
SECTION 35
PARCEL 402 115.46 ACRES
ADDRESS 4500 FOOTHILLS BLVD

600
5.12 ACRES

10' WEST EASEMENT



REMARKS:

QWEST UTILITY EASEMENT FROM KLAMATH YOUTH RECREATION PARK
FRC:45C

R/W#: OR041403FM01

DESIGNED BY: GUS DE VRIES JOB: 22RC029
TELEPHONE: 541-883-4419 GEO CODE: R53882
TAPER CODE: 435504 WC CLL: KLFLOR54
PLAT REF: 3A-27 ISS#: 1 ISS DATE: 7/01 SH: 2 OF