

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

Job#:22RD369

Vol M03 Page 31410

State of Oregon, County of Klamath
Recorded 05/12/2003 9:55a m.
Vol M03 Pg 31410-13
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

'03 MAY 12 AM9:55

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement
Individual(s) as Grantors

The undersigned **Duane Blackman and Darlene Blackman**, husband and wife, ("Grantors") for and in consideration of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do 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 and **PacifiCorp**, an Oregon corporation, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities and electric 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 Grantors own or in which Grantors have an interest ("Easement Area"), to wit:

A 20' x 20' easement located on a portion of Grantor's property, which is described in its entirety on Exhibit A-1 and shown on Exhibit A-2, which are attached hereto and by this referenced made part hereof, all of which is situated in the NW ¼ of the SW ¼ of Section 20, Township 39S, Range 10E, of the W.M.

Grantors further convey 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 Grantors' 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.

PacifiCorp rights under this easement shall solely be for the installation of power to the Easement Area for Qwest Corporation.

Grantee shall indemnify Grantors for all damages caused to Grantors 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.

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

Grantors covenant that Grantors are the fee simple owners of the Easement Area or have an interest in the Easement Area. Grantors will warrant and defend title to the Easement Area against all claims.

R/W #: OR040803FM01

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Initials SB
KB

31411


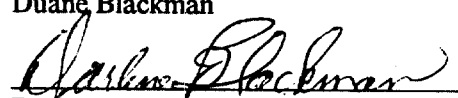
Grantors hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantors 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

Individuals as Grantors

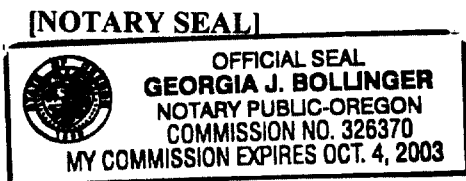

Duane Blackman

Darlene Blackman GRANTORS

STATE OF MINNESOTA)

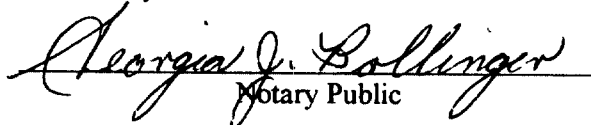
) ss:

COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 5th day of May, 2003,
by Duane Blackman and Darlene Blackman.



Witness my hand and official seal:


Notary Public

My commission expires: 10-4-03

R/W# OR040803FM01 Job #: 22RD369

Exchange: Klamath Falls County: Klamath

1/4 Section: NW 1/4 of SW 1/4, Section 20, Township 39S, Range 39S

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31412

OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.
SANDIE ENSOR

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

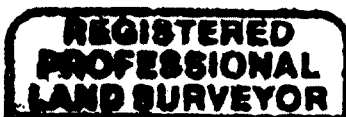
JOHN HEATON L.S.I.T.

APRIL 3, 2003

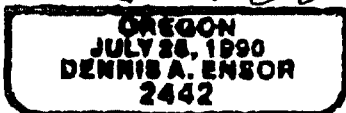
EXHIBIT "A-1"

A TRACT OF LAND SITUATED IN THE NW1/4 SW1/4 OF SECTION 20, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M02 PAGE 49,806 OF THE KLAMATH COUNTY DEED RECORDS, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF REEDER ROAD, FROM WHICH THE SOUTHWEST CORNER OF THE NW1/4 SW1/4 OF SAID SECTION 20 BEARS N89°54'00"W 35.00 FEET AND S00°06'00"W 223.00 FEET; THENCE N00°06'00"E, ALONG THE EAST RIGHT OF WAY LINE OF REEDER ROAD, 20.00 FEET; THENCE, LEAVING SAID RIGHT OF WAY LINE AND RUNNING PARALLEL WITH THE SOUTH LINE OF SAID DEED VOLUME, S89°54'00"E 20.00 FEET; THENCE S00°06'00"W, PARALLEL TO SAID RIGHT OF WAY LINE, 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED VOLUME; THENCE N89°54'00"W, ALONG THE SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 400 SQUARE FEET, MORE OR LESS, WITH BEARINGS BASED ON RECORD OF SURVEY 1551 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.



Dennis A. Ensor



Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/03

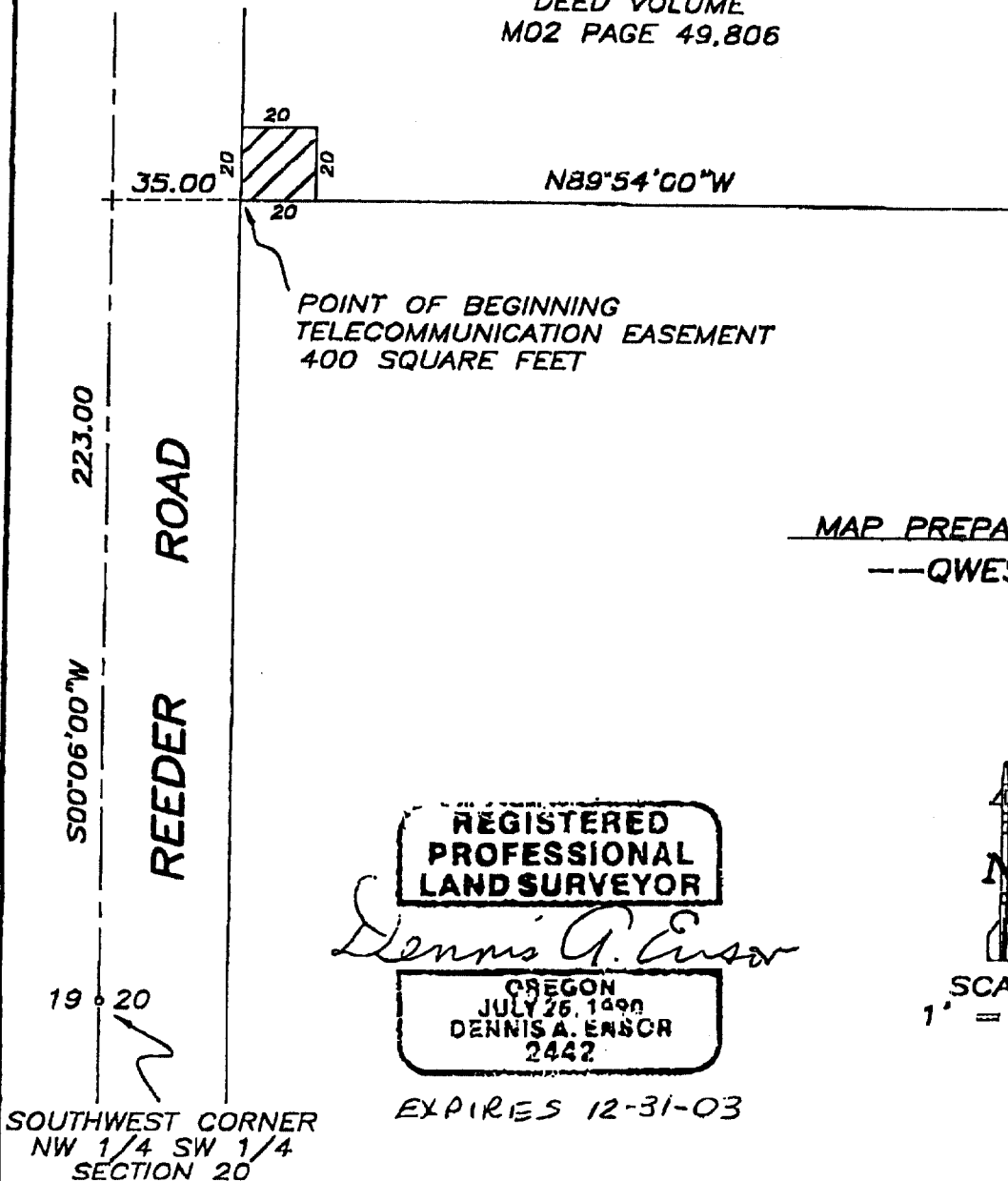
EASEMENT

31413

SITUATED IN NW1/4 SW1/4 OF SECTION 20, T39S, R10EWM,
KLAMATH COUNTY, OREGON
APRIL 3, 2003

EXHIBIT "A-2"

DEED VOLUME
M02 PAGE 49,806



MAP PREPARED FOR
--QWEST--

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 26, 1999
DENNIS A. ENSOR
2442



SCALE
1" = 50'

EXPIRES 12-31-03

TRU-LINE SURVEYING, INC.
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
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