

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

Job#: 22RC029

Vol M03 Page 44493

State of Oregon, County of Klamath  
Recorded 06/30/2003 8:42 a m.  
Vol M03 Pg 44493-96  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 4

'03 JUN 30 AM 8:42

RECORDING INFORMATION ABOVE

**CORRECTION 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 of **Klamath**, State of **Oregon**, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

A 10' wide x 690.93 long linear easement located in the southerly portion of the Grantor's property, which is described in its entirety on **EXHIBIT A-1** and shown on Exhibit A-2 which is 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.

This easement is being recorded to correct that certain Easement recorded in Vol. M03, Page 27534-37 on the 3<sup>rd</sup> of April, 2003, wherein the length of the easement was incorrectly described as 2000'.

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 #: OR052003FM01

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Initials SM

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

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

[CORPORATE SEAL]

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

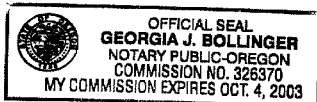
**GRANTOR**

STATE OF OREGON       )  
                                  ) ss:  
COUNTY OF KLAMATH )

The foregoing instrument was acknowledged before me this 20 day of May, 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#: OR052003FM01 Job #: 22RC029

Exchange: Klamath Falls County: Klamath

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

**EXHIBIT A-1**

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 690.93 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.

# EXHIBIT A-2

44496

Q WEST 2  
REASON FOR REVISION ISSUED DATED

N/W 1/4 SEC  
TOWNSHIP 38S  
RANGE 9 EAST  
SECTION 35  
PARCEL 402 115.46 ACRES  
KLAMATH COUNTY

KLAMATH COMMUNITY YOUTH SPORTS COMPLEX  
PO BOX 5230  
KLAMATH, OR 97601  
KLAMATH COUNTY  
ATTN: DAVE STEEN PRESIDENT  
5.12 ACRES  
703 +-  
OPEN TO RECORD



## REMARKS:

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



DESIGNED BY: GUS DE VRIES JOB: 2280229  
TELEPHONE: 541-883-4419 GEO CODE: R53882  
TAPER CODE: 4X5504 WC CLI: KLF0854  
PLAT REF: 34-22 ISS# 1 ISS DATE: 7/01 SH: 2 OF