

After Recording Return to
Flo Mott
Qwest Corporation
8021 SW Capitol Hill Road
Room 160
Portland, OR 97219
Job# 21R0391 - K. Falls

Vol M03 Page 44500

State of Oregon, County of Klamath
Recorded 06/30/2003 8:42 a m.
Vol M03 Pg 44500-02
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

'03 JUN 30 AM 8:42

RECORDING INFORMATION ABOVE

EASEMENT

Private Easement

The undersigned, **Taylor E. High**, ("Grantor") for and in consideration of Mutual Benefits and other good and valuable consideration, the receipt whereof 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, its successors, assigns, lessees, licensees, and agents a perpetual, non-exclusive easement to construct, reconstruct, modify, add to, operate, maintain, and remove such telecommunications facilities, and other appurtenances, from time to time, as Grantee may require upon, over and across the following described property situated in the County of **Klamath**, State of **Oregon**, which the Grantor owns or in which the Grantor has any interest ("Easement Area"), to wit:

An "as placed" easement being 5' on either side of the aerial cable located on a portion of Grantor's property: Map Tax Lot: R-3911-V3000-00202, all of which is situated in Section 30, Township 39S South, Range 11½ East, Willamette Meridian. and which is further set out on Exhibit A, attached hereto and by this reference made a part hereof.

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 #: OR100902FM02

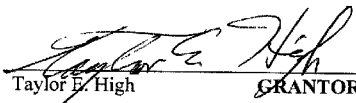
Page 1 of 3
Initials LL

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 Grantors


Taylor E. High GRANTOR

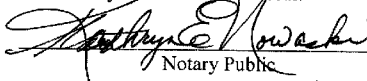
STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 19 day of JUNE 2003 ~~October 2002~~, by Taylor E. High.

[NOTARY SEAL]



Witness my hand and official seal:


Notary Public

My commission expires 20 Nov 2005

R/W#: OR0100902FM02 Job #: 21RD 541

Exchange: Klamath Falls County: Klamath

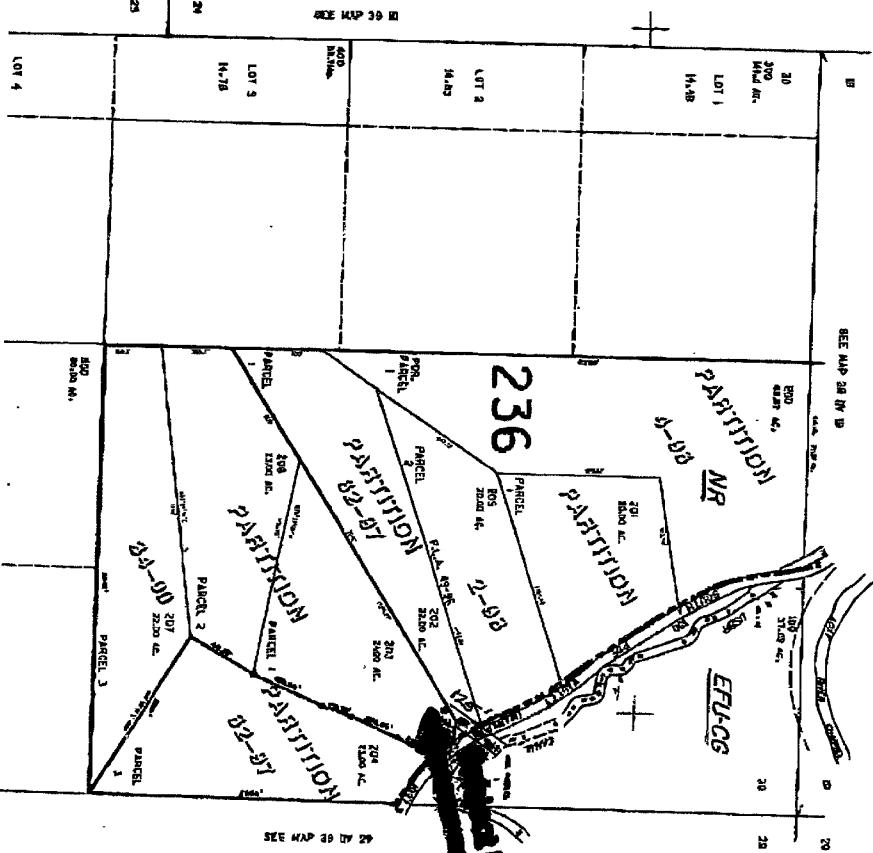
¼ Section : Section: 30, Township: 39S, Range: 11½ E of W.M.

THIS MAP WAS PREPARED FOR
L282246001 11/07/02, PMT

SECTION 30 T.39S. R.11 W.2E. W.M.
KLAMATH COUNTY

(1/02)

39 NIV 30



TAX LOT 202
TAYLOR E HIGH
EASEMENT AREA
16' WX APPROXIMATELY 125' L
EASEMENT AREA