

After recording return to:  
Florence Mott  
Qwest Corporation  
8021 SW Capitol Hill Road  
Room 180  
Portland, OR 97219

Job#: 24R9865-Klamath Falls

Vol M04 Page 24269

State of Oregon, County of Klamath  
Recorded 04/23/2004 10:07a m  
Vol M04 Pg 24269-72  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

RECORDING INFORMATION ABOVE

'04 APR 23 AM 10:07

**EASEMENT**

Private Easement  
Individual(s) as Grantor

The undersigned, Ruth Evelyn Hagelstein, ("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, over, under 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 easement being 5' on either side of the "as placed" buried service wire, located on a portion of Grantor's property, which is described on 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 18, Township 37 South, Range 9 East of the W.M., Klamath County, Oregon.

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, in the Easement Area, 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.

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Initials DM

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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 Grantor

*Ruth Evelyn Hagelstein*  
Ruth Evelyn Hagelstein GRANTOR

STATE OF OREGON     )  
                                  ) ss:  
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2004, by **Ruth Evelyn Hagelstein.**

[NOTARY SEAL]



Witness my hand and official seal:

*Marsha Cobine*

Notary Public

My commission expires: 11-7-07

**EXHIBIT A-1**

All that portion of Government Lot 3 of Section 18, Township 37 South, Range 9 E. W.M., more particularly described as follows: Beginning at the Northwest corner of that certain parcel of land conveyed to Ruth Hagelstein by deed recorded July 26, 1963, Vol. 347, page 16, Deed Records of Klamath County, Oregon; thence Southeasterly along the West line of said parcel to the Southwest corner thereof; thence Easterly along the Southerly line of said parcel a distance of 60 feet; thence Southeasterly parallel to the Westerly line of said parcel extended to a point on the South line of said Government Lot 3; thence Westerly along the South line of said Government Lot 3 to a point on the East line of Lot 39 of First Addition to Algoma, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence Northerly along the East line of Lots 39 and 40 of First Addition to Algoma to the point of intersection of the East line of Lot 40 of First Addition to Algoma and the Northerly line extended of said parcel described in Deed Vol. 347, page 16; thence Northeasterly along said Northerly line extended to the point of beginning.

**Qwest Easement:**

An easement being 5' on either side of the "as placed" buried service wire, located on a portion of Grantor's property described above and shown on Exhibit A-2, which is attached hereto and by this reference, made a part thereof, all of which is situated in Section 18, Township 37 South, Range 9 East of the W.M. Klamath County, Oregon.

EXHIBIT A-2

SW1/4 SW1/4 SEC. 18 T.37S. R.09E. W.M.  
KLAMATH COUNTY

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LOT 3 46.82

