

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

Job#: 24R9865-Klamath Falls

Vol M04 Page 24273

State of Oregon, County of Klamath  
Recorded 04/23/2004 10:07 a m  
Vol M04 Pg 24273-76  
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, Don D. Romano, ("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" aerial service wire from pedestal #A53 to pole located next to pedestal, and then West aerially to second pole on the West edge of Grantor's property, then continuing South on said aerial service line to the third pole located in the southerly portion of Grantor's property, then "as placed" buried service wire from this point to the southerly boundary 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 DR

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

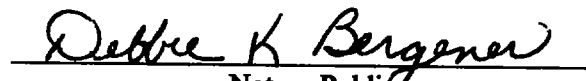
  
Don D. Romano GRANTOR

STATE OF OREGON     )  
                                  ) ss:  
COUNTY OF KLAMATH)

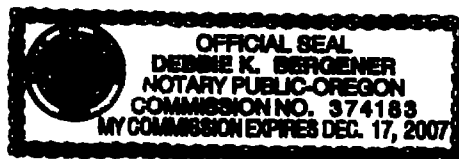
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2004, by Don D. Romano.

[NOTARY SEAL]

Witness my hand and official seal:

  
Notary Public

My commission expires: 12-17-2004



**EXHIBIT A-1**

A tract of land situated in Lot 3, Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the iron pipe marking the Northeasterly corner of Lot 41, First Addition to Algoma, Oregon, said point being on the Southeasterly right of way line of the Old Dalles-California Highway; thence South 4° 44' East along the Easterly line of Lots 41 and 40, First Addition to Algoma, Oregon, a distance of 224.2 feet; thence North 79° 30' East a distance of 119.45 feet and North 60° 30' East a distance of 200.0 feet; thence South 89° 04' 30" East a distance of 304.7 feet; thence North 39° 30' 30" East a distance of 47.4 feet; thence North 57° 31' 30" West to the Southeasterly right of way line of the Old Dalles-California Highway; thence Southwesterly along said right of way line to the point of beginning.

**Parcel 2:**

Lot 41, FIRST ADDITION TO ALGOMA, according to the plat thereof on file in the office of the Clerk of Klamath County, Oregon.

**Parcel 3:**

Beginning at a point North 56° 30' West 525 feet from the Northeast corner of Lot 4, Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 23° 30' East 321.5 feet; thence North 89° 30' West 385 feet; thence North 7° 45' West 175 feet; thence North 79° 30' East 107 feet; thence North 60° 30' East 200 feet to the place of beginning.

EXCEPTING THEREFROM the West 60 feet (as measured along the North and South lines.)

**Owest Easement:**

An easement being 5' on either side of the "as placed" aerial service wire, from pedestal #A53 to pole located next to pedestal, and then West aially to second pole on the West edge of Grantor's property, then continuing South on said aerial service line to the third pole located in the southerly portion of Grantor's property then "as placed" buried service wire from this point to the southerly boundary line 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.

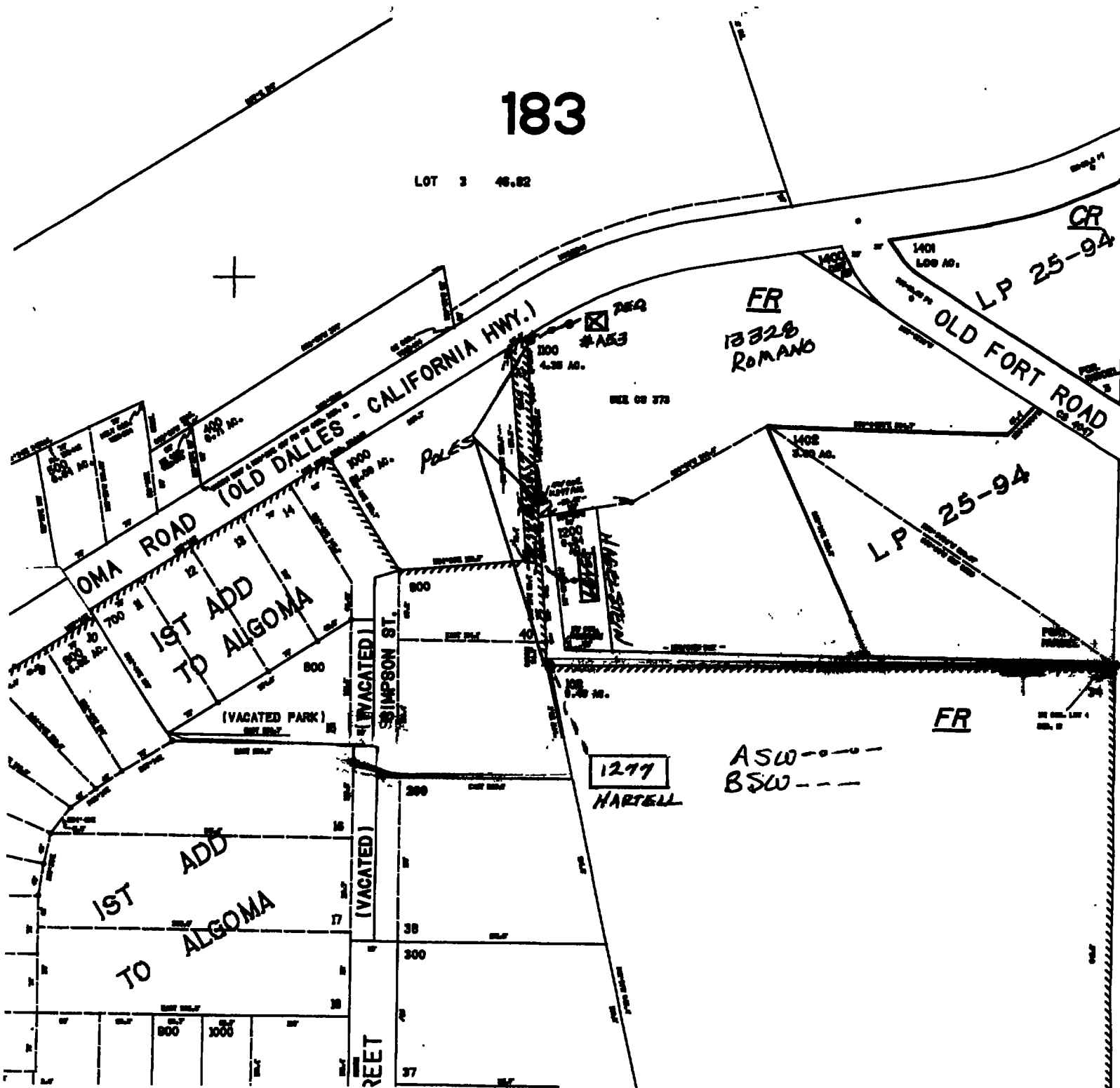
# EXHIBIT A-2

24276

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

183

LOT 3 46.82



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