

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

Job#: 24R9865

Vol M04 Page 49371

State of Oregon, County of Klamath
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Linda Smith, County Clerk
Fee \$ 360 # of Pgs 4

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RECORDING INFORMATION ABOVE

EASEMENT

Private Easement
Individual(s) as Grantor

The undersigned, **Lloyd E. Ross and Shirley L. Ross**, husband and wife, ("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, namely buried service wire, from time to time, as Grantee may require 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 8' wide easement, being 4' on either side of the "as placed" buried service wire, located on a portion of Grantor's property, as more fully 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 28, Township 40 South, Range 9 East of the Willamette Meridian, 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 in Easement Area 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 #: OR070704FM01

Page 1 of 4
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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.

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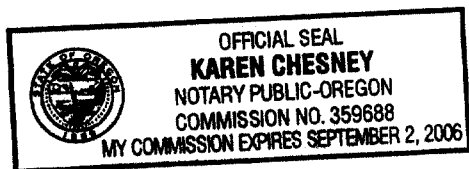
Lloyd E. Ross
Lloyd E. Ross

Shirley L. Ross
Shirley L. Ross GRANTOR

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 23 day of July, 2004, by Lloyd E. Ross and Shirley L. Ross, husband and wife.

[NOTARY SEAL]



Witness my hand and official seal:

Karen Chesney
Notary Public

My commission expires: 9/2/06

R/W#: OR070704FM01 Job #: 24R9865

Exchange : Klamath Falls County: Klamath

¼ Section: NE¼NE¼, Section 28 Township 40S, Range 9E, W.M.

A parcel of land situated in Lot 2 of Section 28, Township 40 South, Range 9 E, W.M., more particularly described as follows: Beginning at an iron pipe marking the North one-quarter of said Section 28; thence S 89°54'45" E along the North line of said Section 28 a distance of 1307.6 feet to the Northeast corner of said Lot 2; thence S 0°02'15" E along the East line of said Lot 2 a distance of 1320.0 feet, said point being the Northeast corner of parcel described in Deed Vol. M-68 page 7473; thence N 89°28' W along the North line of last described parcel a distance of 495.6 feet to the East line of a parcel conveyed to Oscar A. DeNault by Deed Vol. 320 page 125, records of Klamath County, Oregon; thence N 0°06' E along the East line of the last mentioned parcel a distance of 457.0 feet to the Northeast corner thereof; thence West a distance of 328.2 feet to an iron pipe; thence N 89°28' W a distance of 483.8 feet to a point on the West line of said Lot 2; thence N 0°06'15" E along said West line a distance of 859.4 feet, more or less, to the point of beginning. TOGETHER WITH Easement, Beginning at a point on the East line of Lot 2, Section 28, Township 40 South, Range 9 E, W.M., which is South 0°02'15" East a distance of 1320 feet from the Northeast corner thereof, said point also being the Southwest corner of the NE¼NE¼ of said Section 28; thence North 89°28' West a distance of 20 feet to a point; thence South 0°02'15" East parallel to the East line of said Lot 2 to its intersection with the Northerly right of way line of the Lower Klamath Lake Road; thence Southeasterly along said right of way line to its intersection with the East line of said Lot 2; thence North 0°02'15" West along said line to the point of beginning.

Owest Easement:

An easement 8' wide, being 4' on either side of the "as placed" buried service wire located on a portion of Grantors' property described above and as shown on Exhibit A-2 which is attached hereto and by this reference, made a part hereof.

EXHIBIT A-2

49374

**Sec. 28, Twp.40S, R09E, W.M.
Klamath County, OR**

