

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 65639

State of Oregon, County of Klamath
Recorded 09/30/04 8:48a m
Vol M04 Pg 65639-42
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4
500 opa

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RECORDING INFORMATION ABOVE

EASEMENT

Private Easement
Individual(s) as Grantor

The undersigned, **Ronald J. Sumner and Linda K. Sumner**, as tenants by the entirety, ("Grantors") for and in consideration of Mutual Benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, do 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 Grantors own or in which Grantors have an interest ("Easement Area"), to wit:

A 8' wide easement, being 4' on either side of the "as placed" buried service wire, located on a portion of Grantors' 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 the NW¼ of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Grantors further convey 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 Grantors' 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 Grantors for all damages caused to Grantors 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.

Grantors reserve the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantors covenant that Grantors are the fee simple owners of the Easement Area or have an interest in the Easement Area. Grantors will warrant and defend title to the Easement Area against all claims.

Grantors hereby covenant 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 #: OR083104FM02

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Initials RS LS

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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 Grantors 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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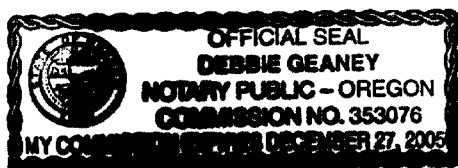
Ronald J. Sumner
Ronald J. Sumner

Linda K. Sumner
Linda K. Sumner **GRANTORS**

STATE OF OREGON)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before this 22nd day of September, 2004, by Ronald J. Sumner and Linda K. Sumner.

[NOTARY SEAL]



Witness my hand and official seal:

Debbie Geaney
Notary Public

My commission expires: 12-27-05

EXHIBIT A-1

65641

A tract of land situated in the NW¼ of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Deed Volume M-79 on page 1216, recorded in Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of said Section 18; thence South 00°01' West, along the West line of said Section 18, 2192.47 feet to a point on the Southerly line of Kings Way; thence South 89°51'42" East 2603.41 feet to the true point of beginning; thence South 00°00'23" West 155.00 feet to a point; thence North 89°51'42" West 281.00 feet; thence North 00°02'03" East 155.00 feet to a point on the Southerly line of Kings Way; thence South 89°51'42" East 311.00 feet to the point of beginning.

Qwest Easement:

A 8' wide easement, being 4' on either side of the "as placed" buried service wire, located on a portion of Grantors' property above described, and as shown on Exhibit A-2, which is attached hereto and by this reference, made a part hereof, all of which is situated in the NW¼ of Section 18, Township 39 South, Range 10 East of the W.M., Klamath County, Oregon.

EXHIBIT A-2

65642

NW ¼, Sec. 18, T39S,R10E
Klamath County, OR
Tax Lot 2400

