

After recording return to:
Qwest Corporation
8021 SW Capitol Hill Rd., Room 160
Portland, OR 97219
Attn: Flo Mott

Job#: 41RB450 - Klamath Falls

Vol M05 Page 27173

State of Oregon, County of Klamath
Recorded 04/19/2005 10:04a m
Vol M05 Pg 27173-78
Linda Smith, County Clerk
Fee \$ 46⁰⁰ # of Pgs 6

05 APR 19 AM 10:04

RECORDING INFORMATION ABOVE

EASEMENT

Corporate Easement

The undersigned, **RUNNING Y INC.** an Oregon corporation, ("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, and **CHARTER CABLE TV**, 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 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:

A 16' wide easement being 8' on either side of the centerline described in its entirety 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 NE¼ of Section 22, Township 38 South, Range 8 East, Willamette Meridian.

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 #: OR040605FM03

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Initials JCA

27174

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.

Corporate Easement

RUNNING Y INC.

[CORPORATE SEAL]

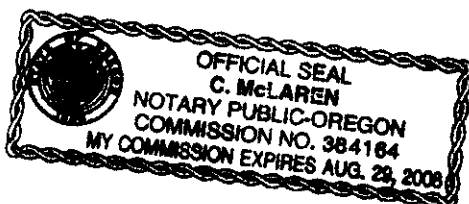
By: Todd C. Andres
Name: TODD ANDRES
Title: G.M.
Grantor

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by Todd C. Andres as Agent of RUNNING Y INC. an Oregon corporation, on behalf of the corporation.

Witness my hand and official seal:

[NOTARY SEAL]



C. McLaren
Notary Public
My commission expires: Aug. 29, 2008

R/W#: OR040605FM03 Job #: 41RB450
Exchange: Klamath Falls County: Klamath
¼ Section: NE¼ Section 22, Township 38S, Range 8E of W.M.

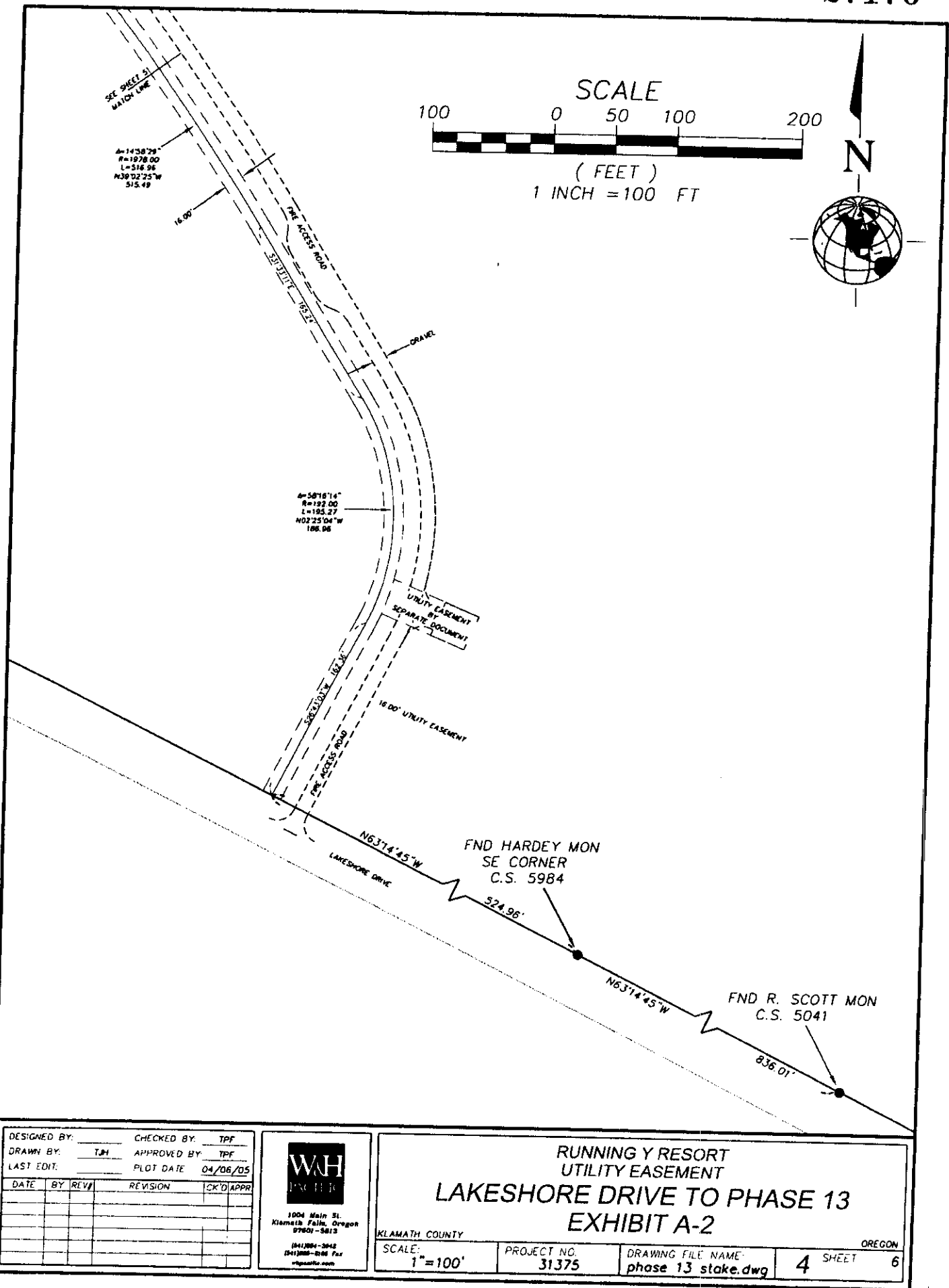
EXHIBIT A-1
UTILITY EASEMENT
APRIL 2005

A 16.00 FOOT WIDE UTILITY EASEMENT, LYING 8.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 15 AND THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF C.S. 5984, ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR, SAID POINT BEING A 5/8" REBAR WITH PLASTIC CAP STAMPED "HARDEY ENG & ASSOC" ON THE NORTHERLY RIGHT-OF-WAY OF LAKESHORE DRIVE; THENCE ALONG SAID RIGHT-OF-WAY OF LAKESHORE DRIVE NORTH 63°14'45" WEST, 524.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 26°43'03" EAST, 162.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A 192.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°16'14", AN ARC DISTANCE OF 195.27 FEET (THE LONG CHORD OF WHICH BEARS NORTH 02°25'04" WEST, 186.96 FEET) TO A POINT OF TANGENCY; THENCE NORTH 31°33'11" WEST, 165.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1978.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°58'29", AN ARC DISTANCE OF 516.96 FEET (THE LONG CHORD OF WHICH BEARS NORTH 39°02'25" WEST, 515.49 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 722.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°48'24", AN ARC DISTANCE OF 224.39 FEET (THE LONG CHORD OF WHICH BEARS NORTH 37°37'27" WEST, 223.49 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 966.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°19'47", AN ARC DISTANCE OF 191.02 FEET (THE LONG CHORD OF WHICH BEARS NORTH 34°23'08" WEST, 190.71 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 1234.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°55'33", AN ARC DISTANCE OF 364.54 FEET (THE LONG CHORD OF WHICH BEARS NORTH 31°35'15" WEST, 363.22 FEET) TO A POINT OF TANGENCY; THENCE NORTH 23°07'29" WEST, 189.69 FEET TO A POINT OF CURVATURE; THENCE ALONG A 278.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°30'13", AN ARC DISTANCE OF 41.26 FEET (THE LONG CHORD OF WHICH BEARS NORTH 27°22'35" WEST, 41.22 FEET) TO A POINT OF TANGENCY; THENCE NORTH 31°37'42" WEST, 94.90 FEET; TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF TRACT 1429, RUNNING Y RESORT PHASE 13 FROM WHICH THE MOST SOUTHERLY CORNER OF SAID TRACT 1429 BEARS SOUTH 58°22'18" WEST, 8.00 FEET AND THE END OF SAID CENTERLINE, SIDELINES ARE LENGTHENED OR SHORTENED TO TERMINATE IN THE EXTERIOR BOUNDARY LINE OF SAID TRACT 1429.

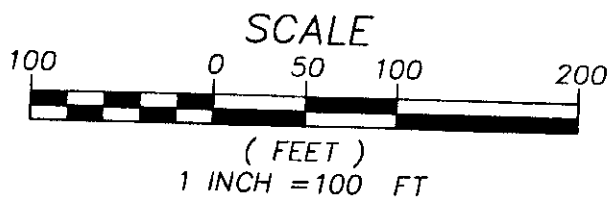
SAID TRACT CONTAINS 34,330 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT A-2.



SEE SHEET 10
MATCH LINE

Δ=18°55'33"
R=1234.00
L=384.54
S31°28'18"E
343.22



Δ=11°18'47"
R=888.00
L=181.02
N34°23'08"W
180.71

Δ=17°48'24"
R=722.00
L=224.39
S37°37'27"E
223.48

14.00' UTILITY
EASEMENT

GRAVEL

Δ=14°58'28"
R=1978.00
L=518.86
N38°02'25"W
515.49

SEE SHEET 11
MATCH LINE

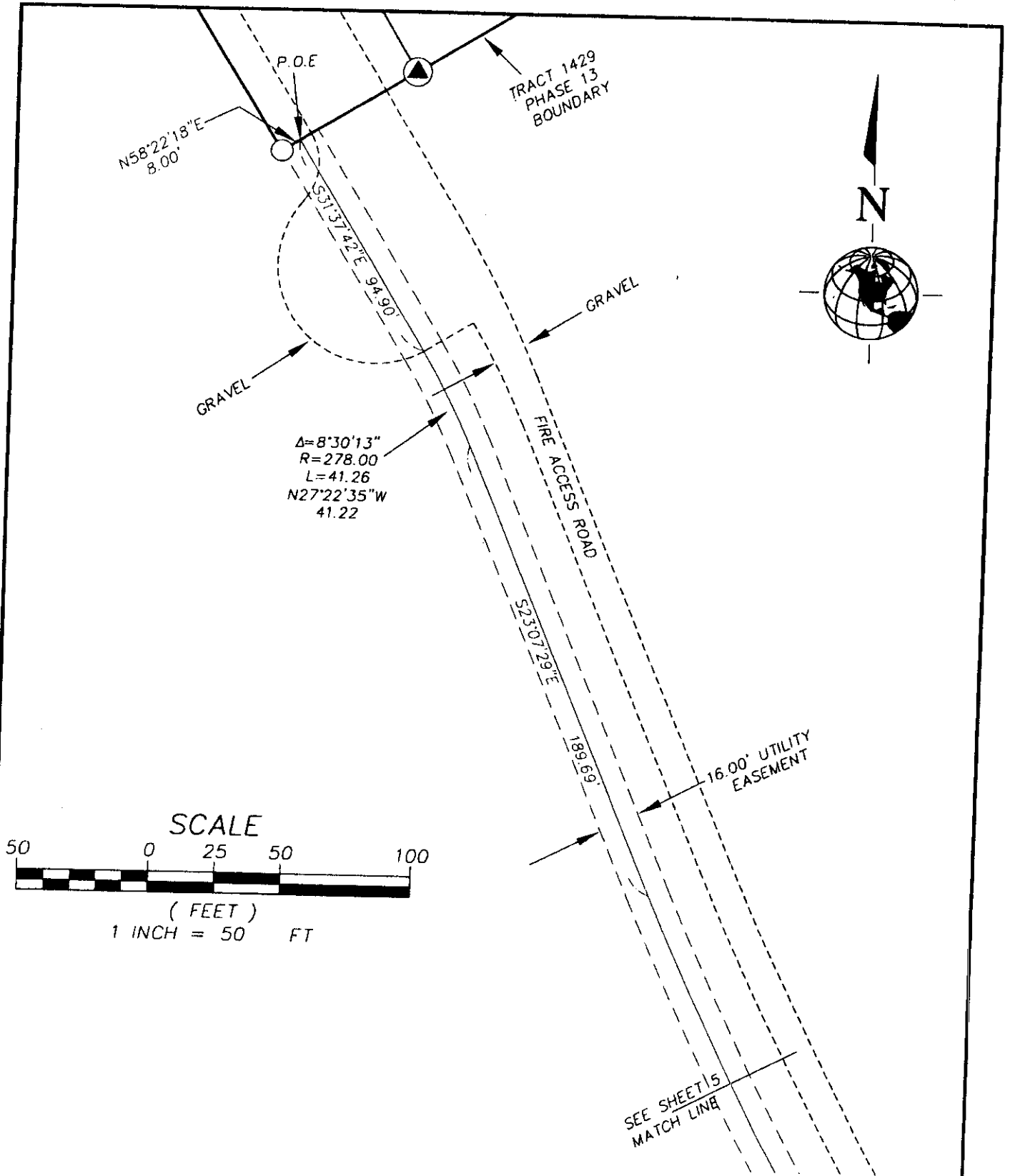
Office: K Falls | System: WHP-KLM-SRCY12 | User: TFOSTER | Time: 04/06/2005 10:15:53

DESIGNED BY: _____	CHECKED BY: <u>TPF</u>				
DRAWN BY: <u>TJH</u>	APPROVED BY: <u>TPF</u>				
LAST EDIT: _____	PLOT DATE: <u>04/06/05</u>				
DATE	BY	REV	REVISION	CK'D	APPR




1004 Main St.
Klamath Falls, Oregon
97601-0613
(531) 884-5048
(531) 884-5049 Fax
whp@whp.com

<p>RUNNING Y RESORT UTILITY EASEMENT LAKESHORE DRIVE TO PHASE 13 EXHIBIT A-2</p>			
<p>KLAMATH COUNTY SCALE: 1"=100'</p>	<p>PROJECT NO. 31375</p>	<p>DRAWING FILE NAME: phase 13 stake.dwg</p>	<p>OREGON 5 SHEET 6</p>



2/11/05 - RECALLS / System: WHP-KLM-SRC112 / User: TFOSTER / Time: 04/06/2005 10:17:17

DESIGNED BY: _____		CHECKED BY: <u>TPF</u>		
DRAWN BY: <u>TJH</u>		APPROVED BY: <u>TPF</u>		
LAST EDIT: _____		PLOT DATE: <u>04/06/05</u>		
DATE	BY	REV	REVISION	CK'D/APP'R



1004 Main St
Klamath Falls, Oregon
97601-5812

(541) 888-2042
(541) 888-2128 Fax
whp@whe.com

**RUNNING Y RESORT
UTILITY EASEMENT
LAKESHORE DRIVE TO PHASE 13
EXHIBIT A-2**

KLAMATH COUNTY SCALE: 1" = 50'		PROJECT NO. 31375	DRAWING FILE NAME: phase 13 stake.dwg	OREGON 6 SHEET 6
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