

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 27179

State of Oregon, County of Klamath
Recorded 04/19/2005 10:04 a.m.
Vol M05 Pg 27179-82
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 1

'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, 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 30'x30' easement located on a portion of Grantor's property, which is 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 NE $\frac{1}{4}$ 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 #: **OR040605FM02**

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Initials JA

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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.

Corporate Easement

RUNNING Y INC.

[CORPORATE SEAL]

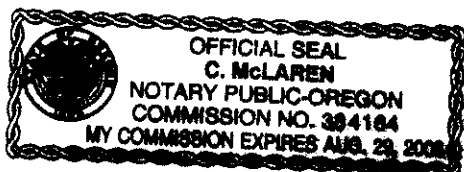
By: Todd C. Andres
Name: TODD ANDRES
Title: GENERAL MANAGER
Grantor

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#: OR040605FM02 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

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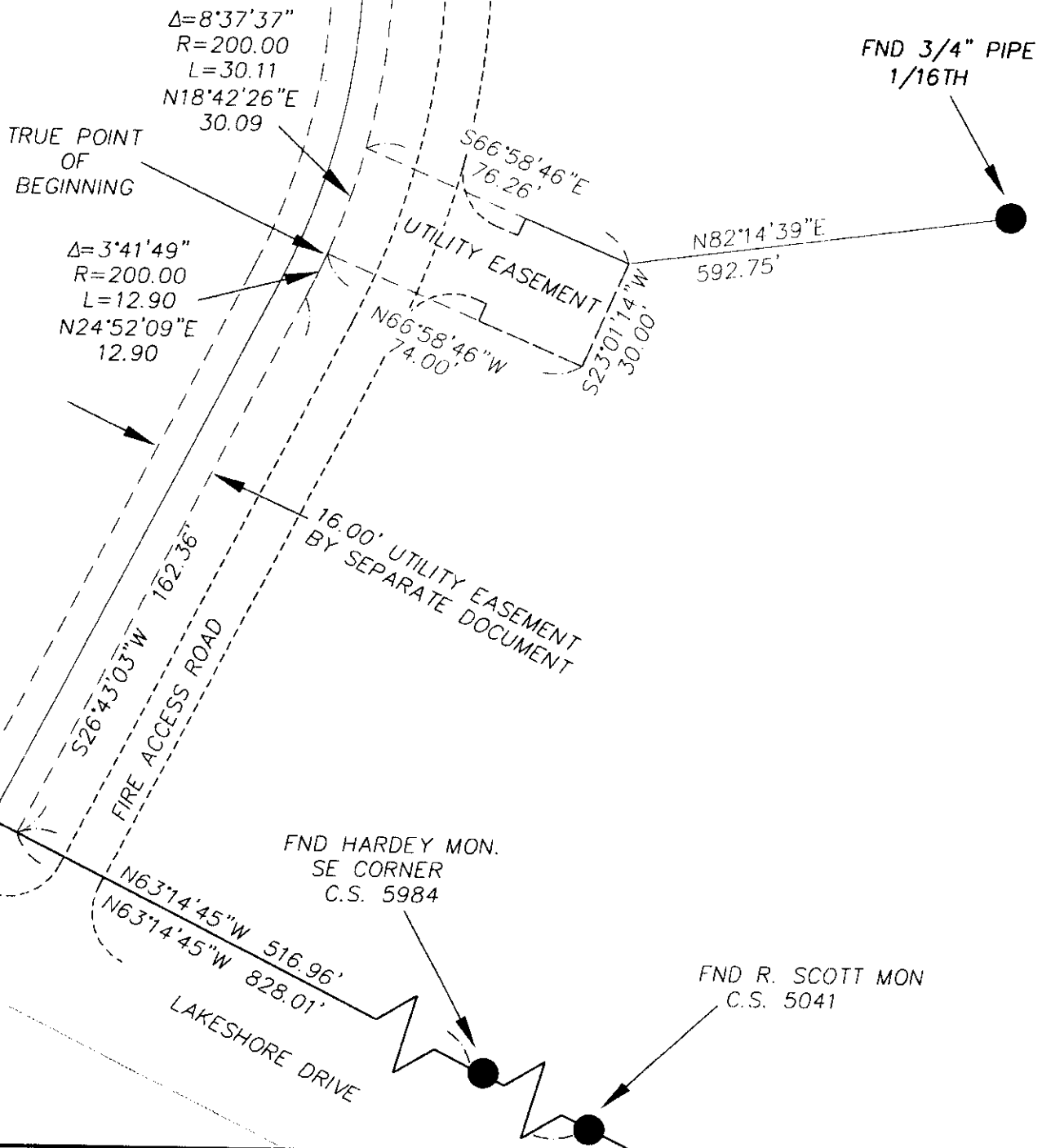
A 30.00 FOOT WIDE UTILITY EASEMENT LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 38 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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, NORTH 63°14'45" WEST, 516.96 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 26°43'03" EAST, 162.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°41'49", AN ARC DISTANCE OF 12.90 FEET (THE LONG CHORD OF WHICH BEARS NORTH 24°52'09" EAST, 12.90 FEET) TO A POINT OF NON-TANGENCY AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 66°58'46" EAST, 74.00 FEET; THENCE NORTH 23°01'14" EAST, 30.00 FEET FROM WHICH A ¾" IRON PIPE MARKING THE NORTH 1/16 CORNER OF SECTIONS 22 AND 23 BEARS NORTH 82°14'39" EAST, 592.75 FEET; THENCE NORTH 66°58'46" WEST, 76.26 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°37'37", AN ARC DISTANCE OF 30.11 FEET (THE LONG CHORD OF WHICH BEARS NORTH 18°42'26" EAST, 30.09 FEET) TO THE **TRUE POINT OF BEGINNING**.

SAID TRACT CONTAINS 2,243 SQUARE FEET, MORE OR LESS.

SEE ATTACHED EXHIBIT A-2.

Office: K Falls / System: WWP-KLM-SEC12 / User: TFOSTER / Time: 04/06/2005 10:18:18



DESIGNED BY:				CHECKED BY:	TPF
DRAWN BY:	TJH			APPROVED BY:	TPF
LAST EDIT:				PLOT DATE:	04/06/05
DATE	BY	REV	REVISION	CHKD	APPR



**RUNNING Y RESORT
UTILITY EASEMENT
LAKE SHORE DRIVE TO EASEMENT PAD
EXHIBIT A-2**

KLAMATH COUNTY

SCALE: 1"=50'

PROJECT NO: 31375

DRAWING FILE NAME: phase 13 stake.dwg

OREGON

4 SHEET 4