

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

M05-66122
Klamath County, Oregon
10/10/2005 08:54:54 AM
Pages 3 Fee: \$31.00

Job#: 54R9962 – Klamath Falls

RECORDING INFORMATION ABOVE

EASEMENT

Private Easement

Individual(s) as Grantor

The undersigned, **Thomas D. Decker and Janice K. Decker**, 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, and other appurtenances, from time to time, as Grantee may require upon, 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:

A 10' wide easement being 5' on either side of the "as placed" buried service wire, located on a portion of Grantor's property, described as LOT 7 OF TRACT 1310 – PLUM VALLEY II, according to the plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and as shown on Exhibit A, which is attached hereto and by this reference, made a part hereof, all of which is situated in Section 29, Township 37S, Range 9E of the W.M.

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 any 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 further agrees that it will return any ground disturbed by its construction to as good as or better than condition than existed prior to construction. 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 _____

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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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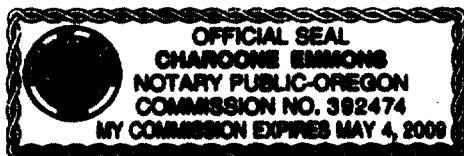
Thomas D. Decker
Thomas D. Decker

Janice K. Decker
Janice K. Decker **GRANTOR**

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 30 day of September, 2005, by
Thomas D. Decker and Janice K. Decker.

[NOTARY SEAL]



Witness my hand and official seal:

Charoene Emmons
Notary Public

My commission expires: May 4, 2009

R/W#: OR092605FM01 Job #: 54R9962
Exchange : Klamath Falls County: Klamath
¼ Section: __ Section 29, T37S, Range 9E, W.M.

EXHIBIT A

