

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

2006-016566  
Klamath County, Oregon



08/17/2006 09:47:12 AM

Fee: \$31.00

Job#: 54R9962 – Klamath Falls

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RECORDING INFORMATION ABOVE

**EASEMENT**

Private Easement  
Individual(s) as Grantor

The undersigned, **Chris E. Kaber and Vickie M. Kaber**, 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, 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:

An 8' wide by approximately 375' long, easement being 4' on either side of the "as placed" buried service wire, beginning at the pole located on the North side of Sunset Ridge Road and continuing on the North side of said road to the property line of Parcel 3, being on a portion of Grantor's Property described as Parcel 2 of Land Partition 1-01, being Parcel 3 of Land Partition 28-00, a replat of a portion of Parcel 1 of Minor Land Partition 20-89 and the NE ¼ Section 13, Township 38 South, Range 8 East of the Willamette Meridian in the County of Klamath, State of Oregon, and as further shown on Exhibit A, attached hereto and, by this reference, made a part hereof.

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 from 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 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.

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Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made that would adversely affect Grantee's use and enjoyment of the Easement Area.

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.

**Private Easement**  
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Chris E. Kaber  
  
Vickie M. Kaber **GRANTOR**

STATE OF OREGON     )  
                                  ) ss:  
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 7 day of August, 2006, by  
Chris E. Kaber and Vickie M. Kaber.

[NOTARY SEAL]



Witness my hand and official seal:

  
Notary Public

My commission expires: 08/18/2008

R/W#: OR011806FM02 Job #: 54R9962  
Exchange: Klamath Falls County: Klamath  
¼ Section: NE¼, Section 13, T38S, Range 8E, W.M.

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**Parcel 1**  
5.00 acres

**Parcel 2**  
5.18 acres

**Parcel 3**  
6.49 acres

**QUEST EASEMENT REQUIRED ON PORCEL 2**

**LEACH FIELD EASEMENT CREATED THIS PARTITION**

**SUNSET RIDGE ROAD**

**NOTES:**  
① EXISTING 10 FOOT WIDE UTILITY EASEMENTS PER VOL. M02, PAGE 73064.