

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

2006-018332  
Klamath County, Oregon



00003530200600183320040045

Job#: 64R9962 – Klamath Falls

09/12/2006 10:32:59 AM

Fee: \$36.00

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RECORDING INFORMATION ABOVE

**EASEMENT**  
Corporate Easement

The undersigned **Westbrook Homes NW 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, across and under 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 x approx 100’ long easement, being 5’ on either side of the “as placed” buried service wire, located on a portion of the Grantor’s property, and which is described more fully in Exhibit A-1 and shown in Exhibit A-2, which is attached hereto and by this reference made a part hereof, all of which is located in Klamath County, Oregon, in the SE ¼ of Section 35, Township 38 South, Range 09 East of the 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, 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 further agrees to return any ground disturbed by its construction to as good as or better 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.

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Initials

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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 by grading or otherwise 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.

### Corporate Easement

Attest \_\_\_\_\_  
Corporate Secretary

[CORPORATE SEAL]

Westbrook Homes NW Inc.

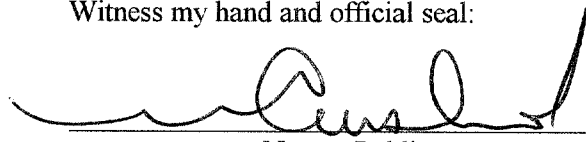
  
Name: Richard A Lowell  
Title: President of Westbrook Homes Inc.  
**Grantor**

STATE OF OREGON     )  
                                  ) ss:  
COUNTY OF ~~KLAMATH~~  
                  Deschutes

The foregoing instrument was acknowledged before me this 28 day of Aug, 2006, by Richard A Lowell, as President of Westbrook Homes NW Inc. an Oregon corporation, on behalf of the corporation.

Witness my hand and official seal:



  
Notary Public  
My commission expires: 6-19-08

R/W# OR082306LS03 Job # 64R9962  
Exchange Klamath Falls     County Klamath  
¼ Section SE Section 35 Township 38 S Range 09 E

## **EXHIBIT A-1**

**Property description:**

**Parcel 2 of the land partition 63-05, said land partition of Lot 63 of "Fair Acres Subdivision No. 1" situated in the SE ¼ SE ¼ of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Together with an easement for access and utilities over, under, and across the South 30 feet of Parcel 1 of said Land Partition 63-05 as delineated on the face of said Land Partition.**

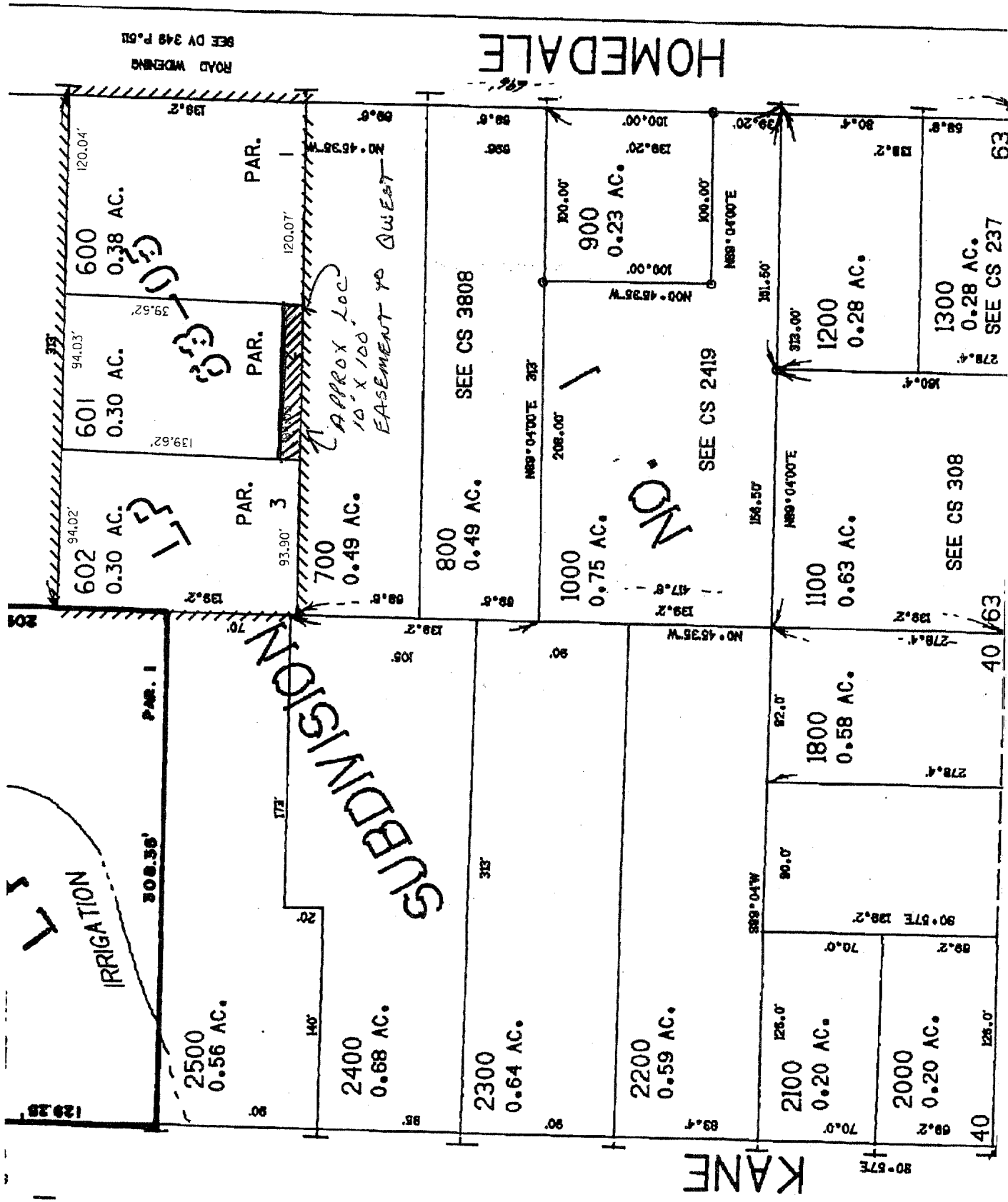
**Tax account No. 3809-035DC-00601**

**Tax Parcel No. 00601**

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EXHIBIT-A-2



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