

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

2006-020429
Klamath County, Oregon



10/11/2006 01:35:25 PM

Fee: \$36.00

Job#: 64R9962 – Klamath Falls

RECORDING INFORMATION ABOVE

EASEMENT

Private Easement

Individual(s) as Grantor

The undersigned, **Laurel Pinole-Morrisett** ("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:

A 5' wide easement being 2 1/2' on either side of the "as placed" buried service wire, on the East side of the 30' roadway and placed in the same ditch with power for approx 750' and additionally buried service wire extending across 2nd and to the 3rd property along same line, being on a portion of Grantor's Property described fully in Exhibit A-1 and further shown on Exhibit A-2 attached hereto and, by this reference, made a part hereof, all of which is situated in NE 1/4 Section 32, Township 39 South, Range 8 East of the Willamette Meridian in the County of Klamath, State of Oregon.

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
Individual(s) as Grantor


Laurel Pinole-Morrisett GRANTOR

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

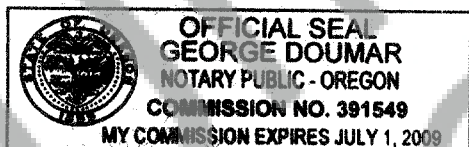
The foregoing instrument was acknowledged before me this 27 day of September, 2006, by
Laurel Pinole-Morrisett

[NOTARY SEAL]

Witness my hand and official seal:


Notary Public

My commission expires: 07-01-09



R/W#: OR080306LS01 Job #: 64R9962
Exchange: Klamath Falls County: Klamath
¼ Section: NE¼, Section 32, T39S, Range 8E, W.M.

EXHIBIT A-1

LEGAL DESCRIPTION

A parcel of real property, situated south of the USBR Keno Canal and north U.S. Highway 66, located in the SE1/4 SE1/4 Section 29 and the NE1/4 NE1/4 Section 32, T. 39S., R. 8 E., W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at the southeast corner of a parcel of land, hereinafter referred to as the original parcel, described and recorded in Volume M91, Page 4930, Deed Records of Klamath County, Oregon, and shown on Record of Survey No. 1495 filed in the Klamath County Surveyor's Office which is the basis of bearings for this instrument; thence S73°10'07"W 381.51 feet more or less, on the northern right of way of Oregon State Highway No. 66, to the southwest corner said original parcel; thence, N 0°59'42" E 1691.78 feet more or less, to the south boundary of the USBR Keno Canal as it currently exists; thence, following along the south boundary of the USBR Keno Canal, S81°26'19"E 116.93 feet; S85°28'24"E 37.18 feet; N79°02'04"E 118.85 feet; N89°58'30"E 60.67 feet; S70°28'13"E 31.66 feet more or less, to a point on the east boundary of said original parcel; thence, leaving the south boundary of the USBR Keno Canal, S 0°52'42"W 1572.94 feet more or less, to the point of beginning, containing 13.52 acres more or less.

EXHIBIT A-2

