

2006-024741

Klamath County, Oregon



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After recording return to:

Qwest Corporation

8021 SW Capitol Hill Road, Room 160

Portland, OR 97219

Attn: Lynn M Smith

12/14/2006 11:03:56 AM

Fee: \$26.00

RECORDING INFORMATION ABOVE

EASEMENT

Limited Liability Company Easement

The undersigned, Running Y Resort, Inc. ("Grantor"), for and in consideration of 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, 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:

UTILITY EASEMENT DESCRIPTION:

A STRIP OF LAND 20 FEET IN WIDTH FOR A UTILITY EASEMENT, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEING AN EASEMENT WITHIN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, AND BEING WITHIN LOT 85 OF THE RUNNING Y RESORT PHASE 1 KLAMATH COUNTY, OREGON PLAT TRACT NO. 1319 RECORDED ON AUGUST 2, 1996;

BEGINNING AT AN EXISTING TELEPHONE PEDESTAL MARKED "5489", SAID PEDESTAL BEING S 38°44'23" W, 4314.6 FEET FROM THE NORTHEAST CORNER OF SECTION 9, T38S, R8E, W.M.;

THENCE N 26°46'11" E, 11.51 FEET TO A POINT;
THENCE N 55°41'06" W, 13.59 FEET TO A POINT;
THENCE N 79°11'33" W, 39.63 FEET TO A POINT;
THENCE N 18°21'30" E, 10.45 FEET TO A POINT;
THENCE N 16°46'41" E, 73.42 FEET TO A POINT;
THENCE N 67°05'33" W, 13.47 FEET, MORE OR LESS, TO THE EASTERN LINE OF A COMMUNICATIONS FACILITY.

THE BOUNDARIES OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE BOUNDARIES OF THE GRANTOR.

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 further agrees that it will return any ground disturbed

by its construction to as good or better condition than existed prior to its 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.

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.

Corporation Easement

Running Y Resort, Inc.

By: [Signature]

Name: TOOD ANDRES

Title: GENERAL MANAGER

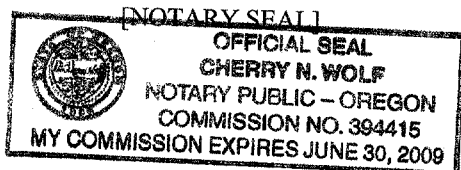
GRANTOR

STATE OF Oregon)

) ss:

COUNTY OF Klamath)

The foregoing instrument was acknowledged before me this 27 day of November, 2009 by TOOD ANDRES as GENERAL MANAGER of RUNNING Y RESORT, a limited liability company, on behalf of the company.



Witness my hand and official seal:

Cherry Wolf
Notary Public
My commission expires: 6/30/09