

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

Job#: ~~62RM170~~ - Klamath Falls

7281 EXC

2007-004524

Klamath County, Oregon



00017500200700045240030031

03/16/2007 09:14:46 AM

Fee: \$31.00

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RECORDING INFORMATION ABOVE

**EASEMENT AGREEMENT**

Private Easement  
Individual(s) as Grantor

The undersigned, **Robert G McNeal and Sandra J McNeal** ("Grantor") for and in consideration of **Five Hundred, Ninety-Nine dollars and 00/100 (\$599.00)** 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, its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications, and electrical 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 5' x 12' easement, being 2 ½ feet on either side of the placed pole for an "as placed" anchor located on a portion of Grantor's property, which is described in its entirety on **Exhibit A-1**, which is attached hereto and by this reference, made a part hereof, all of which is situated in the NW ¼ of Section 16, Township 39 South, Range 9 East 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 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 then condition that 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.

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Initials SM

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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.

**Private Easement  
Individual(s) as Grantor**

Robert G McNeal  
Robert G McNeal

Sandra J McNeal  
Sandra J McNeal **GRANTOR**

STATE OF OREGON     )  
                                  )ss:  
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 6 day of March 2007,  
by Robert G McNeal & Sandra J McNeal.

[NOTARY SEAL]



Witness my hand and official seal:

Kathina Hardman  
Notary Public

My commission expires: 10/5/09

R/W#: OR022807LS02 Job #: <sup>72R1IXC</sup> ~~62RM170~~  
Exchange: Klamath Falls County: Klamath  
¼ Section: NW, Section 16, Township 39S, Range 9E, W.M.

## **EXHIBIT A-1**

### **Legal Description**

Tract 1 and the following portion of Tract 2, of Imperial Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Beginning at the corner common to Tract 1 and 2 on the Westerly boundary of the secondary highway; thence in the southerly direction 11 feet; thence in the westerly direction 128 feet to a point on the line between Tracts 1 and 2; thence Easterly along the line between Tracts 1 and 2; to the point of beginning, all in the Imperial Acres.

### **Qwest Easement:**

A 5' x 12' easement, being 2 ½ feet on either side of the existing pole for an "as placed" anchor located on a portion of Grantor's property, described above, which is attached hereto and by this reference, made a part hereof, all of which is situated in Section 16, Township 39 South, Range 9 East of the W.M.