

Qwest Corporation
8021 SW Capitol Hill Road, Room 160
Portland, OR 97219
Attn: Lynn M Smith

Job#: Klamath Falls – 6535-57

2007-011835
Klamath County, Oregon



07/02/2007 10:01:40 AM

Fee: \$31.00

RECORDING INFORMATION ABOVE

EASEMENT

Limited Liability Company Easement

The undersigned, Kucera Enterprises LLC, an Oregon Limited Liability Company ("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, under and across the following described property situated in the County of Klamath Falls, State of Oregon, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

An easement of 10' wide and approx 800' in length North to South on existing power poles located on a portion of the Grantor's property which is described as Parcel 4 in recorded document Volume M05 Page 15890-92 in the County of Klamath, State of Oregon, general location of easement shown in Exhibit A which is attached to and by this reference made a part hereof, all of which is situated in the NW ¼ of Section 12 Township 39S Range 8E 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 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.

R/W #OR052107LS02

Page 1 of 3

Initials Q.E.L.

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.

Limited Liability Company Easement

Kucera Enterprises LLC

By: Donald E. Kucera

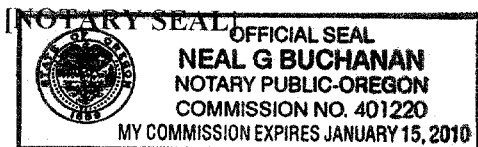
Printed Name: Donald E Kucera

Title: member

GRANTOR

STATE OF Oregon)
COUNTY OF Klamath) ss:

The foregoing instrument was acknowledged before me this 1 day of June, 2007, by Donald E. Kucera as Member [Manager] [Other] Title] of Kucera Enterprises LLC, an Oregon Limited Liability Company, on behalf of the company.



Witness my hand and official seal:

Neal Buchanan

Notary Public

My commission expires: 1-15-10

R/W# OR052107LS02 Job # 6535-57
Exchange: Klamath Falls County Klamath
¼ Section NW Section 12 Township 39S Range 8E

Page 2 of 3

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