

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

2007-015908
Klamath County, Oregon



09/11/2007 09:33:12 AM

Fee: \$26.00

H7RA080 PER JUNE DURAN, RESOURCE ALLOCATION COORDINATOR, 303-707-3620
Job#: ~~C7RA027~~ - Klamath Falls

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement
Individual(s) as Grantor

The undersigned, **Arthur L Harris II and Eileen S Harris**, as tenants by the entirety ("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, 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 10' wide x approximately 110' long easement, being 5 feet on either side of the as placed cable, either aerial or buried, located on a portion of Grantor's property, which is described as: Lot 10, Block 12, First Addition to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, Together with 1/2 vacated Fifth Street adjoining Lot 10, all of which is situated in the NW 1/4 of Section 32 Township 38 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 ALH ESH

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.

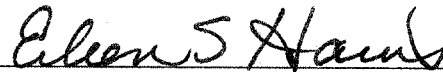
The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

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**



Arthur L Harris II



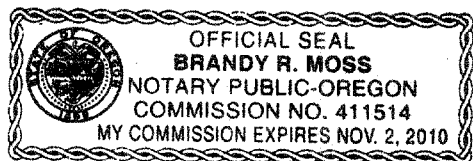
Eileen S Harris

GRANTOR

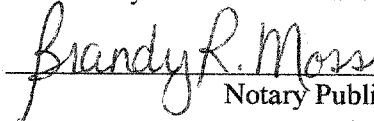
STATE OF OREGON)
)ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 9th day of August, 2007, by Arthur L Harris II and Eileen S Harris.

[NOTARY SEAL]



Witness my hand and official seal:



Notary Public

My commission expires: 11/2/2010

R/W#: OR042707LS01 Job #: ~~67RA027~~ 17RA080
Exchange: Klamath Falls County: Klamath
¼ Section: NW, Section 32, Township 38S, Range 9E, W.M.