

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

2010-002081
Klamath County, Oregon



00079788201000020810030032

02/09/2010 11:59:25 AM

Fee: \$47.00

Send Tax Statements To:
No Change

RECORDING INFORMATION ABOVE

EASEMENT

Private Easement
Individual(s) as Grantor

The undersigned, Jeffrey Elliot Brown, ("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, electrical and gas facilities as needed for Qwest equipment, provided by the local power or gas utility, 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:

Grantor's property as described in Volume M 04, Page 38127 in the official records of Klamath county: Assessor's Map No. R-3910-00000-00100-000, Tax Parcel No. 00100

An easement 20 feet in width and 1950 feet in length, more or less, located in a portion of the above described Grantor's property as shown on Exhibit "A," which is attached hereto and by this reference made a part hereof. Said easement being in common with and identical in areas and locations as that Right Of Way Easement granted to Pacific Power. All of which is situated in Section 1, Township 39 South, Range 10 East of the Willamette Meridian.

Grantor further conveys to Grantee and its contractors, 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 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 # OR101309AM01

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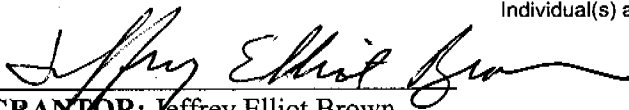
Initials J.E.B

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


GRANTOR: Jeffrey Elliot Brown

STATE OF OREGON)
COUNTY OF Klamath) ss:

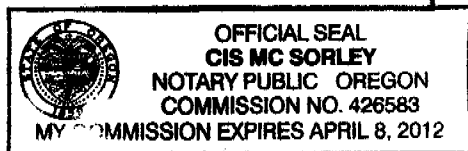
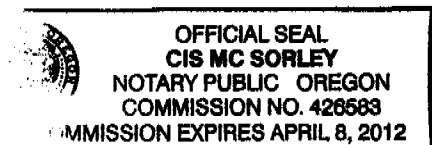
The foregoing instrument was acknowledged before me this 27th day of October, 2009, by Jeffrey Elliot Brown

[NOTARY SEAL]

Witness my hand and official seal:

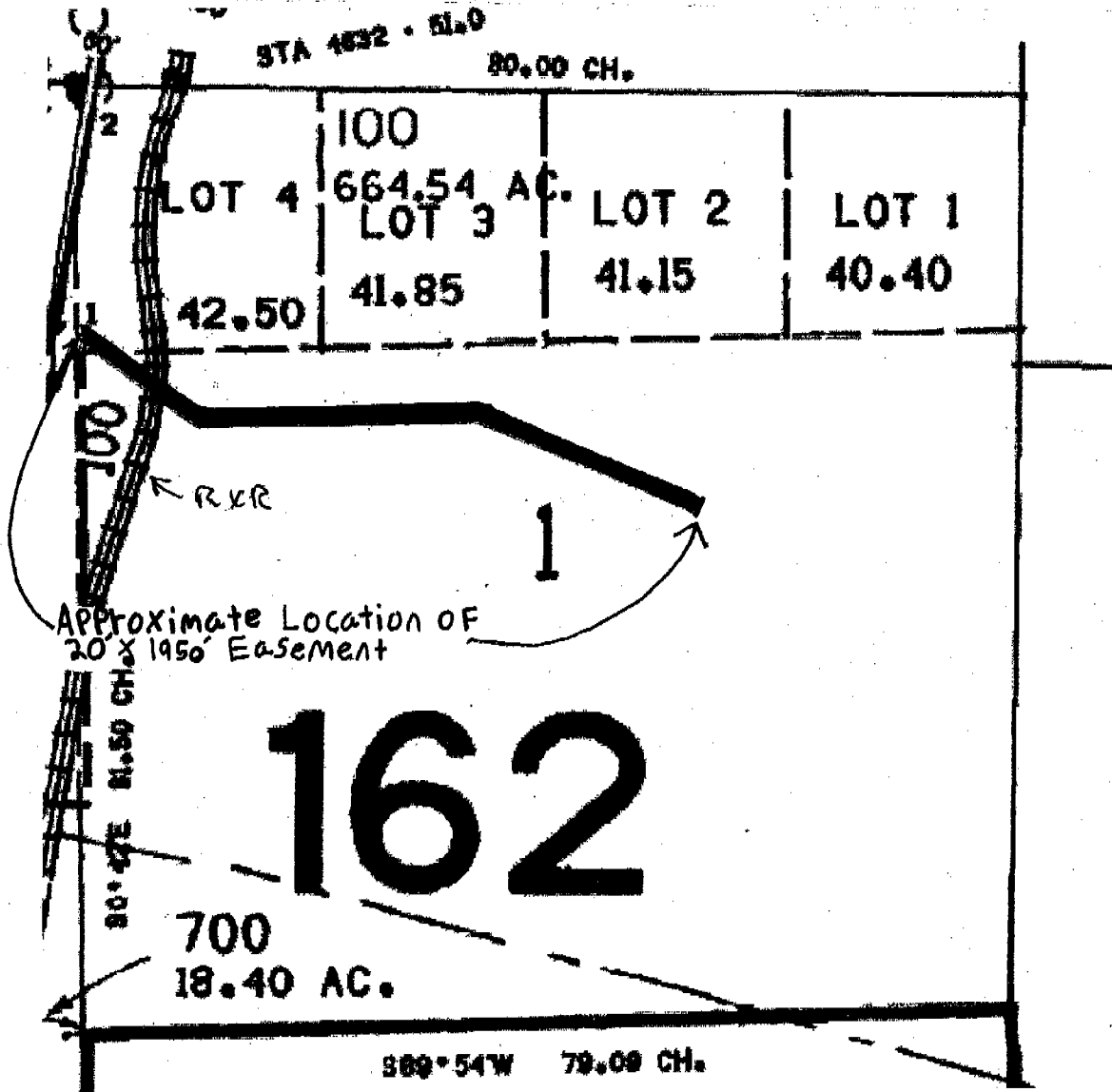

Notary Public

My commission expires: April 08 2012



R/W# OR101309AM01 Job # 92R1Z6N
Exchange Klamath Falls County Klamath
Section 1 Township 39S Range 10E

EXHIBIT A
TELECOMMUNICATION EASEMENT
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

COUNTY KLAMATH
 MAP # R-3910-00000-00100-000
 TAX LOT 100
 WC KLAMATH FALLS
 SEC 01 T39S R10E
 ROW # OR101309AM01



NTS
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