

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

2013-010167

Klamath County, Oregon



09/05/2013 09:30:37 AM

Fee: \$102.00

After recording return to:

ORS 205.234(1)(c)

Level 3 Communications, LLC

c/o Christina Buffington - ROW

1025 Eldorado Blvd.

Broomfield, CO 80021

1. Title(s) of the transaction(s)

ORS 205.234(1)(a)

Easement Deed by Court Order in Settlement of Landowner Action

2. Direct party(ies) / grantor(s)

Name(s) & Address(es)

ORS 205.234(1)(b)

Sharon Zografos

Daniel R. & Linda E. Nelson

David R. & Kim Vinson

Brenda L. Miller

(see Exhibit 1)

3. Indirect party(ies) / grantee(s)

Name(s) & Address(es)

ORS 205.234(1)(b)

Level 3 Communications, LLC

WiTel Communications, LLC

Qwest Communications Company, LLC

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other

\$.00

Other:

5. Send tax statements to:

ORS 205.234(1)(e)

Level 3 Communications, LLC

1025 Eldorado Blvd.

Broomfield, CO 80021

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)

☐ FULL☐ PARTIAL**7. The amount of the monetary obligation imposed by the lien, order, or warrant:**

ORS 205.234(1)(f)

\$.00

8. Previously recorded document reference: n/a**9. If this instrument is being re-recorded complete the following statement:**

ORS 205.244(2)

"Rerecorded at the request of

to correct

previously recorded in book _____ and page _____, or as fee number _____."

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
EUGENE DIVISION

Certified to be a true and correct
copy of original filed in this District.

Dated

Mary L. Moran, Clerk of Court

U.S. District Court of Oregon

By Deputy Clerk

Pages

Through

SHARON ZOGRAFOS, et al., for themselves
and for all others similarly situated,

Plaintiffs,

v.

QWEST COMMUNICATIONS
COMPANY, LLC, et al.

Defendants.

Case No. 6:00-cv-06201-AA

EASEMENT DEED BY COURT
ORDER IN SETTLEMENT OF
LANDOWNER ACTION

WHEREAS, the parties to the above-captioned class action (the "Action") entered into a Oregon Class Settlement Agreement, as of September 21, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement);

WHEREAS, on July 11, 2013, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Qwest Communications Company, LLC, Level 3 Communications, LLC, and WiTel Communications, LLC has Designated for inclusion under the Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove

fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on October 29, 2012 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The

Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on October 29, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that

Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after [*date of final approval*], subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell,

grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on October 29, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication

companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right

of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreement.

Date:

July 11, 2013



Honorable Ann Aiken
Chief United States District Judge

Exhibit 1
Klamath County, OR

DMS ID	ASSESSOR PARCEL ID	T/R/S	GRANTOR	ADDRESS	GRANTEE
OR035_031	R-3909-00200-00100-000	39S-09E-02	Nelson, Linda E & Daniel R	2940 Hope St, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0310	R-3909-002CC-02200-000	39S-09E-02	Vinson, David R & Kim	4410 Peck Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0311	R-3909-002CC-02300-000	39S-09E-02	Harper, Deneice & Christopher L & David M	4400 Peck Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0312	R-3909-002CC-02400-000	39S-09E-02	Miller, Brenda L	4366 Peck Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0313	R-3909-002CC-02500-000	39S-09E-02	MacPhee, Thomas L & Theresa J	2740 Fargo, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0315	R-3909-002CD-05200-000	39S-09E-02	Hall, William D & Sherry A	2921 Hope St, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0316	R-3909-002CD-05800-000	39S-09E-02	Burton, Phillip S & Sue A	4809 Hilyard Ave, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0317	R-3909-002CD-05900-000	39S-09E-02	Lloyd, Roy A & Teresa L	4833 Hilyard Ave, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0318	R-3909-002CD-06000-000	39S-09E-02	Ramirez, Guillermo	4845 Hilyard Ave, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0319	R-3909-002CD-06100-000	39S-09E-02	Pierce, Billy J & Lois E	2920 Wiard St, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_032	R-3909-002CB-08000-000	39S-09E-02	DeYoung Rev Fam Tr	1437 N Refugio Rd, Santa Ynez, CA, 93460	Level3 Communications, LLC
OR035_0320	R-3909-002DC-05800-000	39S-09E-02	Owens, Bruce T	3623 Coronado Way, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0321	R-3909-002DC-05900-000	39S-09E-02	Clark, Stephen H	5015 Walron Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0322	R-3909-002DC-05901-000	39S-09E-11	Thornton, Joshua E	5027 Walton Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0323	R-3909-011AA-05800-000	39S-09E-11	Hansen, Craig V	3310 Madison St, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0324	R-3909-011AA-06001-000	39S-09E-11	Gonzales, Steven C & Teresa	5679 Leland Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0325	R-3909-011AA-06100-000	39S-09E-11	Boyd, R A & Teri A	5705 Leland Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0326	R-3909-011AA-06200-000	39S-09E-11	Ayers, Arlie J	5645 Leland Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0327	R-3909-011AA-06300-000	39S-09E-11	Boner, Donald C	5627 Leland Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC

Exhibit 1
Klamath County, OR

DMS ID	ASSESSOR PARCEL ID	T/R/S	GRANTOR	ADDRESS	GRANTEE
OR035_0328	R-3909-011AA-06400-000	39S-09E-11	Sevey, Norman J & Lila M & Norman J & Lila J	5619 Leland Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0329	R-3909-011AA-06500-000	39S-09E-11	Sevey, Norman J & Lila M & Norman J & Lila J	5619 Leland Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_033	R-3909-002CC-01500-000	39S-09E-02	Clark, Anthony J	1729 Chinchalla Way, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0330	R-3909-011AA-06600-000	39S-09E-11	Derosier, Amos R & Gayla D	3939 S 6th St, #284, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0331	R-3909-011AA-06700-000	39S-09E-11	Weise, Harlan D & Shirley A	3219 Homedale, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0332	R-3909-011AB-00200-000	39S-09E-11	Webber Family Properties LLC	1006 S Rexford Ln, Anaheim, CA, 92808	Level3 Communications, LLC
OR035_0333	R-3909-011AB-00201-000	39S-09E-11	Webber Family Properties LLC	1006 S Rexford Ln, Anaheim, CA, 92808	Level3 Communications, LLC
OR035_0334	R-3909-011AB-00400-000	39S-09E-11	Hoffine, Robert D Jr & Rhonda K	3015 Kane St, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0335	R-3909-011AB-00500-000	39S-09E-11	Connolly, David M	PO Box 75, Klamath Falls, OR, 97601	Level3 Communications, LLC
OR035_0336	R-3909-011AB-00600-000	39S-09E-11	Connolly, David M	PO Box 75, Klamath Falls, OR, 97601	Level3 Communications, LLC
OR035_0337	R-3909-011AB-00700-000	39S-09E-11	Howell, Beverly L	1809 McClellan Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0338	R-3909-011AB-90000-000	39S-09E-11	Barger, Aaron W & Nicole	160 La Bolsa Rd, Walnut Creek, CA, 94598	Level3 Communications, LLC
OR035_0339	R-3909-012AC-00100-000	39S-09E-12	Keller, Stephen J	6640 Keller Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_034	R-3909-002CC-01600-000	39S-09E-02	Donahue, John H Jr & Jacquellien S	4510 Peck Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0340	R-3909-012AC-00200-000	39S-09E-12	Keller, Stephen J & R Sue	7205 Hidden Valley Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0341	R-3909-012AC-00300-000	39S-09E-12	Hoppe, James P & Rebecca A	9679 Greenbriar Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0342	R-3909-012AC-00400-000	39S-09E-12	Keller, Kaleb	1050 W 24th St, Los Angeles, CA, 90007	Level3 Communications, LLC
OR035_0343	R-3909-012AC-00500-000	39S-09E-12	Hoppe, James P & Rebecca A	9679 Greenbriar Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0344	R-3909-012BB-03700-000	39S-09E-12	Domras, Richard E	6 Bayview Rd, Castroville, CA, 95012	Level3 Communications, LLC

Exhibit 1
Klamath County, OR

DMS ID	ASSESSOR PARCEL ID	T/R/S	GRANTOR	ADDRESS	GRANTEE
OR035_0345	R-3909-012BB-03800-000	39S-09E-12	Goswick, Kenneth J & Victoria E	7627 Jacks Way, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0346	R-3909-012BB-03900-000	39S-09E-12	Millard, John C & Susan R	7130 Sierra Pl, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0347	R-3909-012BB-04000-000	39S-09E-12	Scarlet Prosper LLC	PO Box 1805, Folsom, CA, 95763	Level3 Communications, LLC
OR035_0348	R-3909-012BB-04100-000	39S-09E-12	Conway Family Tr	24670 Schaupp Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0349	R-3909-012BC-00100-000	39S-09E-12	Andrade, Karen	64715 Hunnell Rd, Bend, OR, 97701	Level3 Communications, LLC
OR035_035	R-3909-002CC-01700-000	39S-09E-02	Stephen, Warren W & Dixie L	4480 Peck, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0350	R-3909-012BC-00200-000	39S-09E-12	McMackin, Michael G & Patricia L	6119 Onyx Ave, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0351	R-3909-012BC-00300-000	39S-09E-12	Arlene J Palm Liv Tr	440 Mitchell Rd, Dairy, OR, 97625	Level3 Communications, LLC
OR035_0352	R-3909-012BC-00400-000	39S-09E-12	Smith, Melvin L & Joy D	6103 Onyx, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0353	R-3909-012BC-00500-000	39S-09E-12	Moss Rentals LLC	8555 W Langell Valley Rd, Bonanza, OR, 97623	Level3 Communications, LLC
OR035_0354	R-3909-012BC-00600-000	39S-09E-12	Reed, David W	9630 Hill Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0355	R-3909-012BC-00700-000	39S-09E-12	Link River Group LLC	527 Main St, Klamath Falls, OR, 97601	Level3 Communications, LLC
OR035_0356	R-3909-012BC-00800-000	39S-09E-12	Conway Family Tr	24670 Schaupp Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0357	R-3909-012BC-00900-000	39S-09E-12	Conway Family Tr	24670 Schaupp Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0358	R-3909-012BD-00300-000	39S-09E-12	Do, Kwang S	1660 Parkview Green Cir, San Jose, CA, 95131	Level3 Communications, LLC
OR035_0359	R-3909-012BD-00400-000	39S-09E-12	Hancock, Shane R & Lore G	PO Box 414, Riddle, OR, 97469	Level3 Communications, LLC
OR035_036	R-3909-002CC-01800-000	39S-09E-02	Davis, Robert F & Heather M W	1437 NW Grove Ln, Roseburg, OR, 97471	Level3 Communications, LLC
OR035_0360	R-3909-012BD-00500-000	39S-09E-12	Keller, Stephen J & R Sue	7205 Hidden Valley Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0361	R-3909-012BD-01000-000	39S-09E-12	Belsky Family Tr	1873 Benson Ave, Klamath Falls, OR, 97601	Level3 Communications, LLC

Exhibit 1
Klamath County, OR

DMS ID	ASSESSOR PARCEL ID	T/R/S	GRANTOR	ADDRESS	GRANTEE
OR035_0362	R-3909-012BD-01100-000	39S-09E-12	Ames, Thomas E & Cynthia D	1020 Sunrise Way, Central Point, OR, 97502	Level3 Communications, LLC
OR035_0363	R-3909-012BD-01200-000	39S-09E-12	Makaryan, Artur & Armen & Maria	6301 Onyx Ave, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0364	R-3909-012BD-01300-000	39S-09E-12	Onyx 6211 LLC	5674 Liberty Ave, c/o Craig S Volpe, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0365	R-3909-012BD-01400-000	39S-09E-12	Jensen Family Tr	7845 Donegal Ave, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0366	R-3909-012BD-01500-000	39S-09E-12	Virginia M Reed Tr	9630 Hill Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0367	R-3909-012BD-01600-000	39S-09E-12	Reed, David W	9630 Hill Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0368	R-3909-012BD-01700-000	39S-09E-12	Cardona, Michael & Joanne	11266 Daneswood Dr, Arcadia, CA, 91066	Level3 Communications, LLC
OR035_0369	R-3909-012BD-06100-000	39S-09E-12	Keller, Stephen J & Rhonda S	7205 Hidden Valley Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_037	R-3909-002CC-01900-000	39S-09E-02	Whitlatch, William N & Julie M	21430 Colt Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0370	R-3909-012BD-06200-000	39S-09E-12	Keller, Stephen J & R Sue	7205 Hidden Valley Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0371	R-3909-012DA-01400-000	39S-09E-12	Bunyard, Robert C & Cathy A	4000 Hwy 39, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0372	R-3909-012DA-01500-000	39S-09E-12	Bair Jr, Joe J	4069 Old Midland Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0373	R-3909-012DB-00100-000	39S-09E-12	Bair Jr, Joe J	4069 Old Midland Rd, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_0374	R-3910-007CB-01800-000	39S-10E-07	Mann, Shannon T	PO Box 7731, Klamath Falls, OR, 97602-0731	Level3 Communications, LLC
OR035_038	R-3909-002CC-02000-000	39S-09E-02	Starkweather, William D	4426 Peck Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC
OR035_039	R-3909-002CC-02100-000	39S-09E-02	Zink, Richard W & Tina L	4418 Peck Dr, Klamath Falls, OR, 97603	Level3 Communications, LLC