

DONATION PERMANENT EASEMENT

LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company, Grantor, for no monetary consideration does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successor and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the following described property:

A parcel of land lying in the SW¼SW¼ of Section 21, Township 27 South, Range 8 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Level 3 Communications, LLC, recorded in Book M-00, Page 5870 of Klamath County Record of Deeds, the said parcel being that portion of said property included in a strip of land variable in width lying on the Westerly side of the relocated Dalles-California Highway which center line is described as follows:

Beginning at Engineer's center line Station 20+999.999, said station being 329.679 meters South and 103.539 meters West of the Northeast Corner of Section 20, Township 27 South, Range 8 East, W.M.; thence South 19°09'00" East 1547.387 meters to Engineer's center line Station 22+547.386

The width in meters of the strip of land above referred to are as follows:

Station	to	Station	Width on the Westerly side of Center Line
22+080		22+190	16
22+190		22+350	16 in a straight line to 22

Bearings are based on an Oregon Department of Transportation Survey. See Drawing No. 6B-14-3, dated March 1945.

The parcel of land to which this description applies contains 591 square meters, more or less, outside of the existing ODOT right of way.

IT IS UNDERSTOOD that Grantor retains the underlying fee to the above described property, which ownership includes the right to install, operate, maintain, repair, remove and replace telecommunications facilities (including without limitation, conduit, fiber optic cable and related equipment) and pipe, conduit or other facilities for any utility service necessary to service such facilities. Grantor may divide, subdivide or apportion and may lease, assign, transfer, mortgage or encumber all or any part the property containing the above described easement. The easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor shall it prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM, OR 97301-3871

Account No.: R168838 & R 168847 R270821CC
1000 & 1100
Property Address: Highway 97
Chemult, OR 97731

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property which is free from encumbrances, except for easements, conditions and restrictions of record and those matters set forth herein. Grantor will warrant the easement rights herein granted only from those lawful claims created or suffered to be created by the Grantor except as specifically set forth herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 27 day of March, 2001.

LEVEL 3 COMMUNICATIONS, LLC
 a Delaware limited liability company

By: Patrick Lynch
 Name: Patrick Lynch
 Title: Vice President
Real Estate &
Facilities Management

STATE OF COLORADO)
)
 COUNTY OF BOULDER)

Dated March 27, 2001. Patrick G. Lynch, personally appeared before me and having been sworn stated that he is the Vice President, Facility & Real Estate of Level 3 Communications, LLC, a Delaware limited liability company, and that this instrument was voluntarily signed on behalf of the company. Before me:

Wendy DC
 Notary Public

My Commission Expires: 8-10-02

Accepted on behalf of the Oregon Department of Transportation

Cliff Houck Cliff Houck
 Reg 4 R/W Supervisor

State of Oregon, County of Klamath
 Recorded 04/10/01, at 9:25 a.m.
 In Vol. M01 Page 14658
Linda Smith
 County Clerk Fee\$ 26.00

