

AFTER RECORDING, RETURN TO:

Affiliated Land Services, Inc.
P.O. Box 17035
Salem, OR 97305

FOR RECORDER'S USE:

Vol M03 Page 01600

State of Oregon, County of Klamath
Recorded 01/09/2003 11:53 a m.
Vol M03 Pg 01600-02
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 3

**COMMUNICATIONS LINE
RIGHT-OF-WAY EASEMENT**

THE TRILLIUM CORPORATION, a Washington corporation which took title as "Trillium Corporation", (hereinafter referred to as "Grantor") hereby grants to CENTURYTEL OF EASTERN OREGON, INC. DBA CENTURYTEL, its successors and assigns, (hereinafter referred to as the "Company"), a perpetual, non-exclusive easement and right to bury and maintain underground telephone and communications facilities, together with all necessary wires and fixtures incidental thereto, under and upon the following described property:

A strip of land ten (10) feet in width, the centerline of said strip being contiguous to the centerline traverse of buried communications cables, as they exist on the date of this easement grant, located within those parcels of land situated in Section 21, T.41S., R.12E., W.M., said parcels being more particularly described collectively as Parcel 1912-1 and 1912-2 in that Special Warranty Deed recorded June 16, 1992 in Volume M92 of Deeds at Page 13286 of Klamath County Records,

situated in the County of Klamath, State of Oregon. It is agreed that the Company, its successors and assigns, shall have access to said premises for the purposes stated, and shall be responsible for any damage to said premises by reason of any negligence on the part of said Company's employees while placing and maintaining construction. Said property shall be restored, as nearly as reasonably possible, to prior or better condition in a workmanlike manner.

In the event that the Company's facilities authorized hereunder shall interfere with future development of the above described lands of Grantor, the Company shall, at its own expense and following reasonable written notice from Grantor, relocate such facilities to a reasonably usable location to be provided by Grantor, provided, however, that i) this relocation agreement shall not apply to the Company's facilities placed within the right-of-way of that Klamath County Roadway commonly known as Malin Siding Road; ii) the Company may, at its sole option, abandon, in place, any part or all of such facilities falling subject to this relocation agreement; iii) following completion of any such facility relocation, all of the Company's easement rights granted hereunder shall automatically transfer to the relocated facilities; and, iv) the Company shall not be liable under the terms of this relocation agreement for the cost of relocating any of its facilities more than once from any one facility location.

This easement shall be binding upon and inure to the benefit the successors and assigns of the parties hereto, and is subject to prior easements of record and those apparent on the land.

Dated: 12/24/02

The Trillium Corporation,

By: [Signature]

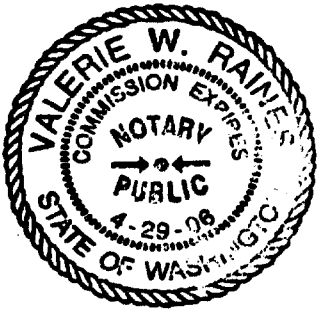
Title: COO

STATE OF Washington)
)
COUNTY OF Whatcom)

SS.

BE IT REMEMBERED, That on this 24th day of December, 2002,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Jonathan Syre, the person who signed as
COO of the corporation that executed the within instrument and acknowledged
to me that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year first above written.



Valerie W. Raines
Notary Public in and for the State of Washington
My Commission expires: 042908
Residing at Bellingham, WA

Return To: Affiliated Land Services, Inc.
P.O. Box 17035, Salem, OR 97305

**THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY**

SECTION 21 T.41S. R.12E. W.M.
KLAMATH COUNTY

41 12 21

