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34-07-20-602, 701

COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT AGREEMENT

Whereas, QUENTIN L. BREEN, TRUSTEE OF TRAIN MOUNTAIN FOUNDATION, A TRUSTEE (hereinafter referred to as "Grantor"), owns certain real property (hereinafter referred to as the "Train Mountain Parcel") situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20, T.34S., R.7E., W.M. and being more particularly described as Parcel 1 in Exhibit "A" of that Warranty Deed recorded September 22, 1988 in Volume M88 of Deeds at Page 15682 of Klamath County Records; and,

Whereas, the Train Mountain Parcel abuts that portion of the existing Chiloquin Highway (existing State Highway 422) alignment (hereinafter referred to as the "Highway Surplus Area") which may, as a result of an Oregon Department of Transportation highway realignment project, be declared by Oregon Department of Transportation and/or Klamath County, Oregon as surplus state or county highway property at some future date and, as a result thereof, be acquired by Grantor and annexed into the Train Mountain Parcel, said Highway Surplus Area being more particularly described as follows:

That portion of the existing Chiloquin Highway (State Highway 422) lying Southwesterly of the following described line:

Beginning at a point opposite and 14 meters Southwesterly of Engineer's Station 5+430 on the centerline of the relocated Chiloquin Highway; thence Southeasterly in a straight line to a point opposite and 12 meters Southwesterly of Engineer's Station 5+347.372 on said centerline; thence Southeasterly in a straight line to a point opposite and 10 meters Southwesterly of Engineer's Station 5+300 on said centerline; thence Southeasterly in a straight line to a point opposite and 20.719 meters Southwesterly of Engineer's Station 5+100 on said centerline.

The center line of the relocated Chiloquin Highway referred to above is described as follows:

Beginning at Engineer's centerline Station 4+427.877, said station being 366.128 meters North and 171.906 meters West of the Northwest corner of the SW $\frac{1}{4}$ of Section 28, T.34S., R.7E., W.M.; thence North 46°51'25" West 536.401 meters; thence on a spiral curve right (the long chord of which bears North 45°42'40" West 59.990 meters) 60 meters; thence on a 500 meter radius curve right (the long chord of which bears North 41°05'42" West 40.556 meters) 40.567 meters; thence on a spiral curve right (the long chord of which bears North 36°28'43" West 59.990 meters) 60 meters; thence North 35°19'58" West 102.527 meters; thence on a spiral curve left (the long chord of which bears North 41°31'17" West 119.440 meters) 120 meters; thence on a 185 meter radius curve left (the long chord of which bears South 87°46'02" West 229.406 meters) 247.443 meters; thence on a spiral curve left (the long chord of which bears South 37°03'22" West 119.440 meters) 120 meters; thence South 30°52'03" West 82.991 meters to Engineer's center line Station 5+797.806; and,

Whereas, CENTURYTEL OF EASTERN OREGON, INC. DBA CENTURYTEL, its successors and assigns, (hereinafter referred to as CenturyTel) currently operates and maintains a buried communications system, together with all necessary buried and above ground wires, fixtures and appurtenances thereto, within the above described Highway Surplus Area; and,

State of Oregon, County of Klamath
Recorded 06/06/2003 9:45 a. m.
Vol M03 Pg 38490-92
Linda Smith, County Clerk
Fee \$ 3/00 # of Pgs 3

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

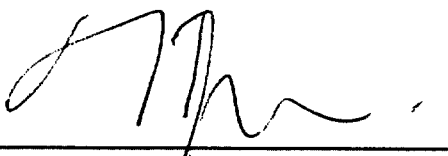
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Whereas, Grantor and CenturyTel mutually desire that, in the event of any future annexation of any part or all of the above described Highway Surplus Area into the Train Mountain Parcel, CenturyTel shall continue to have the uninterrupted legal right to operate, maintain, reconstruct, add to, or remove its existing facilities within said Highway Surplus Area;

Now therefore, for and in consideration of the mutual promises contained herein, Grantor and CenturyTel hereby mutually agree as follows:

1. Grantor, to the extent of Grantor's current and future rights and interest in any portion of the above described Highway Surplus Area, hereby grants to CenturyTel, a perpetual non-exclusive easement and right to construct, reconstruct, replace, repair, operate, maintain and remove buried telephone and communications facilities or systems, together with all necessary buried and above ground wires and fixtures incidental thereto, under and upon strips of land ten (10) feet in width, the center lines of said strips being contiguous to the centerline traverses of buried communications cables, as they exist on the date of this easement grant, located within the above described Highway Surplus Area.
2. It is agreed that CenturyTel, its agents and licensees, shall have access to the above described strips of land, over and across adjacent lands of Grantor, for the purposes stated, and shall be responsible for any damages to the above described strips and said adjacent lands of Grantor arising as a direct result of the CenturyTel's exercise of rights granted herein. CenturyTel shall, within a reasonable time following completion of excavation activities hereunder, restore said lands of Grantor, as nearly as reasonably possible, to prior or better condition in a workmanlike manner.
3. This easement agreement is granted only to the extent of present and/or future rights and interests of Grantor in and to the above described Highway Surplus Area, and shall be binding upon the heirs, successors, executors, administrators and assigns of the Grantor, or any other party taking future title to or interest in any portion of the above described Train Mountain Parcel. Furthermore, this easement grant is subject to all existing easements or other rights of record and those apparent on the ground, including, but not limited to, the prior rights and interests of the State of Oregon and of Klamath County, Oregon in and to said Highway Surplus Area.

Dated: MAY 9, 2003



Quentin L. Breen, Trustee of
Train Mountain Foundation, Trustee

CenturyTel of Eastern Oregon, Inc., dba
CenturyTel,

By: Jin Lee

Title: General MGR

STATE OF OREGON)
) ss.
 COUNTY OF KLAMATH)

BE IT REMEMBERED, That on this 9th day of May, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Quentin L. Breen, Trustee of Train Mountain Foundation, Trustee, and acknowledged and acknowledged the foregoing instrument to be his voluntary act.

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

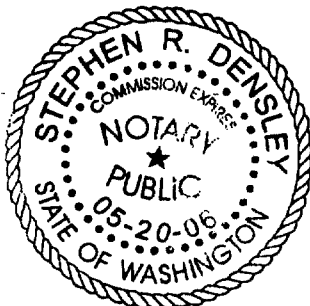


[Signature]
 Notary Public in and for the State of OREGON
 My Commission expires: 9-7-2003

STATE OF WASHINGTON)
) ss.
 COUNTY OF PIERCE)

BE IT REMEMBERED, That on this 9th day of MAY, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TIM GRIGAR, the person who signed as GENERAL MANAGER of CENTURYTEL OF EASTERN OREGON, INC., the corporation that executed the within instrument DOING BUSINESS AS CENTURYTEL, 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.



[Signature]
 Notary Public in and for the State of WASHINGTON
 My Commission expires: MAY 20, 2006