

34-07-28-101, 301

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## 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 S½ Section 28, T.34S., R.7E., W.M. and being more particularly described as Parcel 2 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 Southerly of the following described line:

Beginning at a point opposite and 21 meters Southwesterly of Engineer's Station 3+240.000 on the center line of the relocated Chiloquin Highway; thence Southwesterly in a straight line to a point opposite and 14 meters Southeasterly of Engineer's Station 3+370.000 on said center line; thence Southwesterly in a straight line to a point opposite and 28 meters Southerly of Engineer's Station 3+435.179 on said center line; thence Northwesterly in a straight line to a point opposite and 21.682 meters Southwesterly of Engineer's Station 3+650 on said center line.

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

Beginning at Engineer's centerline Station 2+784.257, said station being 174.125 meters South and 940.684 meters East of the Northwest corner of the SW¼ of Section 28, T.34S., R.7E., W.M.; thence North 85°40' 05" West 132.298 meters; thence on a spiral curve left (the long chord of which bears North 88°31' 56" West 119.880 meters) 120 meters; thence on a 400 meter radius curve left (the long chord of which bears South 84°11' 05" West 21.678 meters) 21.681 meters; thence on a spiral curve left (the long chord of which bears South 76°54' 06" West 119.880 meters) 120 meters; thence South 74°02' 15" West 136.943 meters; thence on a spiral curve right (the long chord of which bears South 77°51' 21" West 119.787 meters) 120 meters; thence on a 300 meter radius curve right (the long chord of which bears North 62°24' 55" West 318.733 meters) 336.025 meters; thence on a spiral curve right (the long chord of which bears North 22°41' 11" West 119.787 meters) 120 meters to Engineer's center line station 3+891.204 Back equals 4+0351.741 Ahead; thence North 18°52' 05" West 306.943 meters to Engineer's center line Station 4+342.684; 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 9:46 a. m.  
Vol M03 Pg 38493-95  
Linda Smith, County Clerk  
Fee \$ 3/00 # of Pgs 3

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

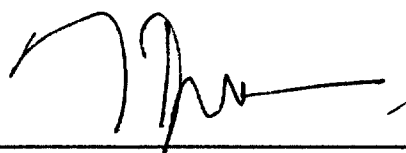
JB

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: Jim Ray

Title: General Manager

STATE OF OREGON )  
 ) SS.  
 COUNTY OF KLAMATH )

BE IT REMEMBERED, That on this 9<sup>th</sup> 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.

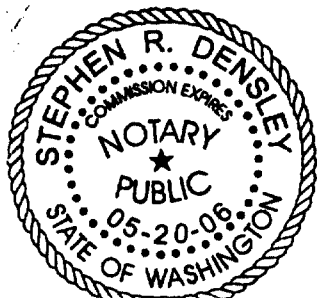
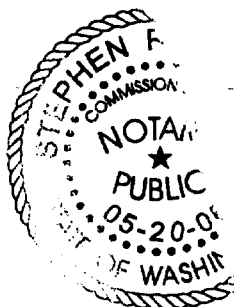


D. N. Malmstrom Jr.  
 Notary Public in and for the State of OREGON  
 My Commission expires: 9-7-2005

STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF PIERCE )

BE IT REMEMBERED, That on this 9<sup>th</sup> 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.



Stephen R. Densley  
 Notary Public in and for the State of WASHINGTON  
 My Commission expires: MAY 20, 2006