

26- 2006-021173

Klamath County, Oregon

AFTER RECORDING, RETURN TO:

FOR RECORD

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



10/23/2006 08:53:07 AM

Fee: \$26.00

**AERIAL**  
**COMMUNICATIONS**  
**RIGHT-OF-WAY EASEMENT**

PILOT TRAVEL CENTERS, LLC, a Delaware limited liability company, (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 construct and maintain aerial telephone and communications facilities, together with all necessary poles, anchors, guys, wires and fixtures incidental thereto, over, under, upon and across the following described property:

A strip of land five (5) feet in width, the centerline of said strip being contiguous to the centerline traverse of a Northerly-Southerly aerial power utility pole line, as it exists on the date of this easement grant, located in those parcels of land situated in the SW<sup>1</sup>/<sub>4</sub> Section 21, T.27S., R.8E., W.M., said parcels being more particularly described as Parcels 2 and 3 in that Warranty Deed recorded June 2, 2006, Recorder's No. M06-11257, Klamath County Deed Records,

situated in the County of Klamath, State of Oregon, together with such additional adjacent area as may be reasonably required by the Company for placement and maintenance of down-guys and anchors supporting the Company's telephone and communications facilities placed hereunder, it being understood that all aerial cable facilities authorized hereunder shall be attached to existing power utility poles, or replacements thereof.

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, provided, however, that the Company shall have the right to clear and keep cleared trees or other obstructions which may interfere or threaten to interfere with the exercise of the Company's rights granted hereunder, and shall otherwise restore said property, as nearly as reasonably possible, to prior or better condition in a workmanlike manner.

Dated: Oct. 16/06

Pilot Travel Centers, LLC,

~~by Pilot Corporation, a corporation of~~  
~~Tennessee, Member~~

by: [Signature]

Title: Executive Vice President

by Marathon Ashland Petroleum LLC, Member,

by: \_\_\_\_\_

Title: Member

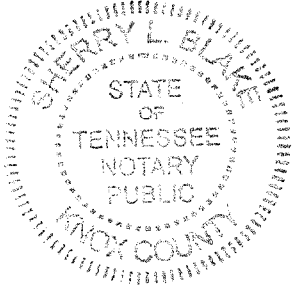
by: \_\_\_\_\_

Title: Member

STATE OF Tennessee )  
COUNTY OF Knox ) SS.

BE IT REMEMBERED, That on this 16th day of October, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark A. Hazelwood, the person who signed as Executive Vice President of PILOT CORPORATION, A CORPORATION OF TENNESSEE, the corporation that executed the within instrument as Member of PILOT TRAVEL CENTERS, LLC, and acknowledged to me that, by his/her/their signature(s) therein, 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.



Sherry L. Blake  
Notary Public in and for the State of Tennessee  
My Commission expires: June 7, 2008

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

~~BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the person(s) who signed as Member(s) of MARATHON ASHLAND PETROLEUM LLC, the limited liability company that executed the within instrument as Member of PILOT TRAVEL CENTERS, LLC, and acknowledged to me that, by his/her/their signature(s) therein, MARATHON ASHLAND PETROLEUM LLC executed the same.~~

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

Notary Public in and for the State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_