

COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT AND AGREEMENT

CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as "Grantor", hereby grant to TELEPHONE UTILITIES OF EASTERN OREGON, INC., dba PTI Communications, its successors and assigns, hereinafter referred to as "PTI", the right to bury and maintain underground telephone and communications facilities, together with all necessary wires and fixtures incidental thereto, under and upon that real property situated in Klamath County, Oregon and more particularly described as follows:

That portion of the S½SE¼ Section 19, T.24S., R.9E., W.M. lying Easterly of U.S. Highway 97, EXCEPTING THEREFROM that portion conveyed to Ernst Brothers Corporation, an Oregon corporation, in that Statutory Warranty Deed recorded October 4, 1991 in Volume M91 of Deeds at Page 20328 of Klamath County Records. ALSO, the E½NE¼ Section 30, T.24S., R.9E., W.M., EXCEPTING THEREFROM those parcels conveyed to Crescent Water and Sewer Service Assn. in those Deeds recorded in Volume M66 of Deeds at Pages 12571, 12573 and 12757 and in Volume M73 of Deeds at Page 6327, all of Klamath County Records. ALSO, the SW¼NW¼NW¼, the SW¼NW¼ and the N½S½ Section 29, T.24S., R.9E., W.M., EXCEPTING THEREFROM that portion conveyed to the United States of America in that Warranty Deed recorded in Volume 298 of Deeds at Page 269 of Klamath County Records;

the location of said facilities to be as generally delineated on Exhibit "A", attached hereto and made part hereof.

It is agreed that PTI, its successors and assigns, shall have access to said premises for the purposes stated and shall be responsible for any damages to the above described lands of Grantor arising directly from PTI's exercise of the rights granted herein, including, but not limited to, payment to Grantor of the merchantable value of any trees removed hereunder.

PTI shall indemnify and hold harmless Grantor from and against any and all claims arising solely from PTI's business relative to this grant of easement or from any activity, work or things done or permitted by PTI in or about the premises or elsewhere, provided that said activity, work or things done or permitted arise directly from PTI's exercise of the rights granted under this grant of easement. PTI shall further indemnify and hold harmless Grantor from and against any and all claims arising solely from any breach or default in the performance of any obligation on PTI's part to be performed under the terms of this grant of easement, or arising from any negligence of PTI or any of PTI's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any such action or proceeding be brought against Grantor by reason of any such claim, PTI, upon notice from Grantor, shall defend the same at PTI's expense.

In the event of abandonment or nonuse of the easement granted to PTI hereunder for a continuous period of two (2) years, all rights granted to PTI herein shall automatically terminate and revert to Grantor, its successors or assigns.

This easement is granted subject to leases and easements of record and those apparent on the ground.

In consideration of the rights herein granted, PTI agrees that, within a reasonable time following the completion of construction of PTI's facilities authorized hereunder, PTI, or a representative thereof, shall present to Grantor a "Telephone Line Right-of-Way Easement and Release" in favor of PTI. Said Telephone Line Right-of-Way Easement and Release shall specify the location of a ten (10) foot wide easement centered on the facilities constructed hereunder and

96 APR 10 A 9:00

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

Wet

2554-C69025-P-1

shall incorporate the terms and conditions of this agreement. Grantor shall have the option to replace this Easement and Agreement by executing said Telephone Line Right-of-Way Easement and Release within thirty (30) days following receipt of such and without further consideration or payment to Grantor. Once executed by the Grantor, said Telephone Line Right-of-Way Easement and Release shall promptly be executed by PTI and filed for public record in the office of the County Clerk, Klamath County, Oregon. In the event that Grantor, for any reason, shall fail to execute said "Telephone Line Right-of-Way Easement and Release" within thirty (30) days following receipt thereof, all rights granted in this Easement and Agreement shall continue to the benefit of PTI in perpetuity.

Dated: March 28, 1996

Crown Pacific Limited Partnership,
a Delaware limited partnership,

Telephone Utilities of Eastern
Oregon, Inc., dba PTI
Communication,

by: Crown Pacific Management Limited
Partnership, its General
Partner,

by: Roger L. Krage

Title: Secretary

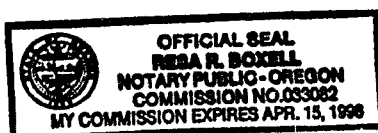
by: William H. H. H.

Title: Vice President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)
)

BE IT REMEMBERED, That on this 28th day of March, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger L. Krage, the person who signed as Secretary of CROWN PACIFIC MANAGEMENT LIMITED PARTNERSHIP, the limited partnership that executed the within instrument AS GENERAL PARTNER OF CROWN PACIFIC LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, and acknowledged to me that CROWN PACIFIC MANAGEMENT LIMITED PARTNERSHIP executed the same.

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

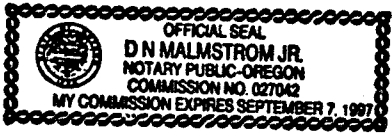


Mesa R. Boxell
Notary Public in and for the State of Oregon
My Commission expires: 04/15/98

STATE OF OREGON)
)
COUNTY OF WANA) ss.
)

BE IT REMEMBERED, That on this 4th day of April, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William H. Weinman, the person who signed as Vice President of TELEPHONE UTILITIES OF EASTERN OREGON, INC., the corporation that executed the within instrument doing business as PTI Communications, 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.



D N Malmstrom Jr.
Notary Public in and for the State of OREGON
My Commission expires: 9-7-97

01/11/96	Unit Summary	Dwg=6025C02
Units Accl.	Yr	ST Unit Description
		Peels

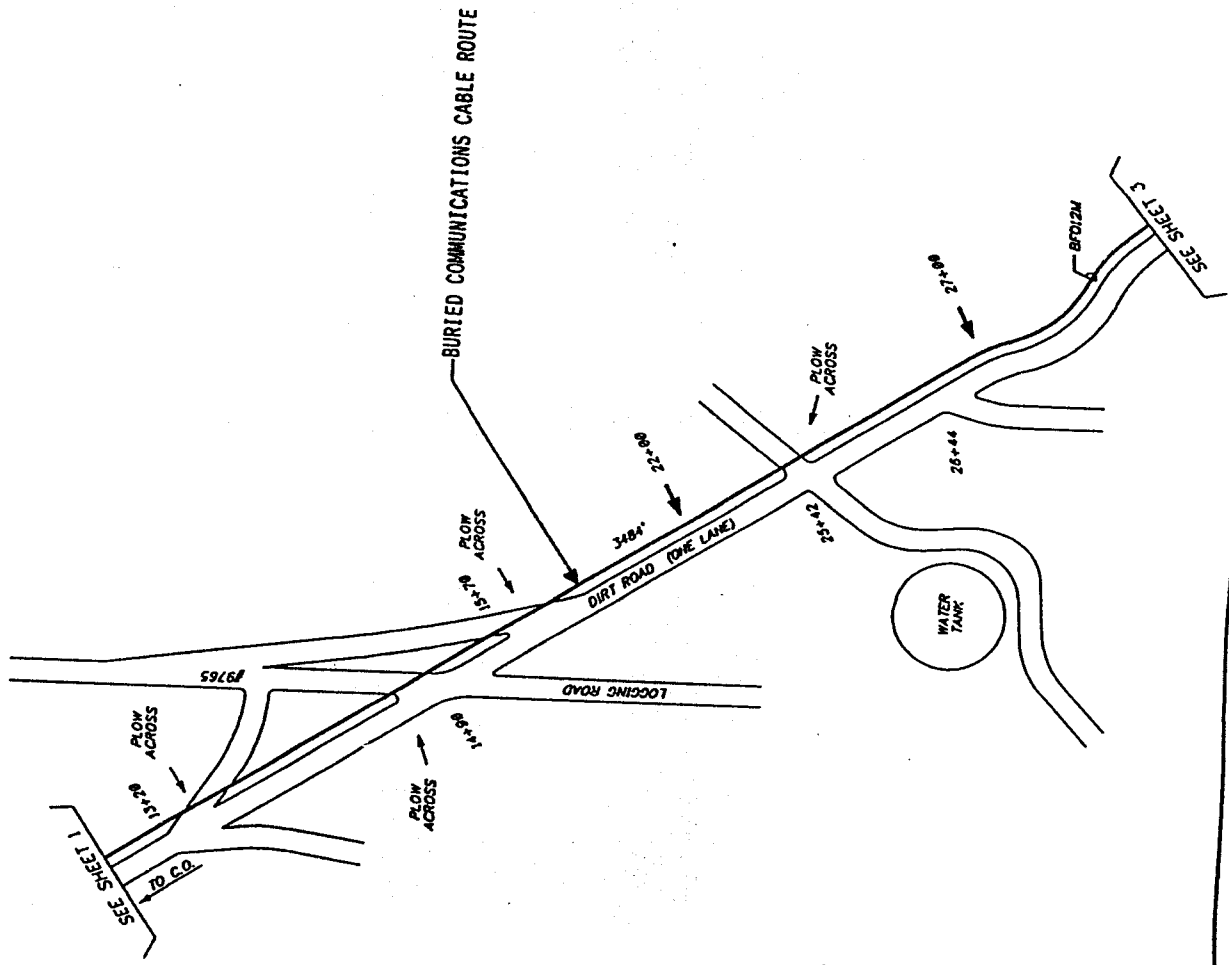
EXHIBIT A
(SHEET 2 OF 5)

RECEIVED
JAN 17 1996

CALL FOR LOCATES
1-800-332-2344

ENGR: BOB CAMPBELL
PHONE: 259-7219
FAC. TECH: MARILYN SAETHER
PHONE: 259-7212

Title: SLK DIG RADIO AND FIBER			
W.O. C69025	IACAD: 69025C02		
Ex: 2554	CLR:		
Cnty: DESCHUTES	Twn: T24S		
Drawn: JM	Rng: R9E		
Redlined:	Posted:	Sec: 19	
Shl 2 of 5		Iss: 1	Pr: 623407



Unit Summary			Unit Description	Reels
Units	Actl.	Yr	ST Unit	
1			A 1-BDF07	
8			A 8MS3-1	
1			A 1MBF0 (6.5)	
12			A 1MO-2 (8)	
3484			98 A BFO12M	

EXHIBIT A
(SHEET 3 OF 5)

RECEIVED
JAN 17 1996

CALL FOR LOCATES
1-800-332-2344

ENGR: BOB CAMPBELL
PHONE: 259-7219
FAC. TECH: MARILYN SAETHER
PHONE: 259-7212

Title: SLK DIO RADIO AND FIBER			
W.D. C69025	JACAD: 69025C03		
Ex: 2554	CLR:		
City: DESCHUTES	Town: T24S		
Drawn: JM	Proj: R9E		
Redlined:	Posted:	Sheet: 19	
Sheet 3 of 5	Iss: 1	Proj: 623407	

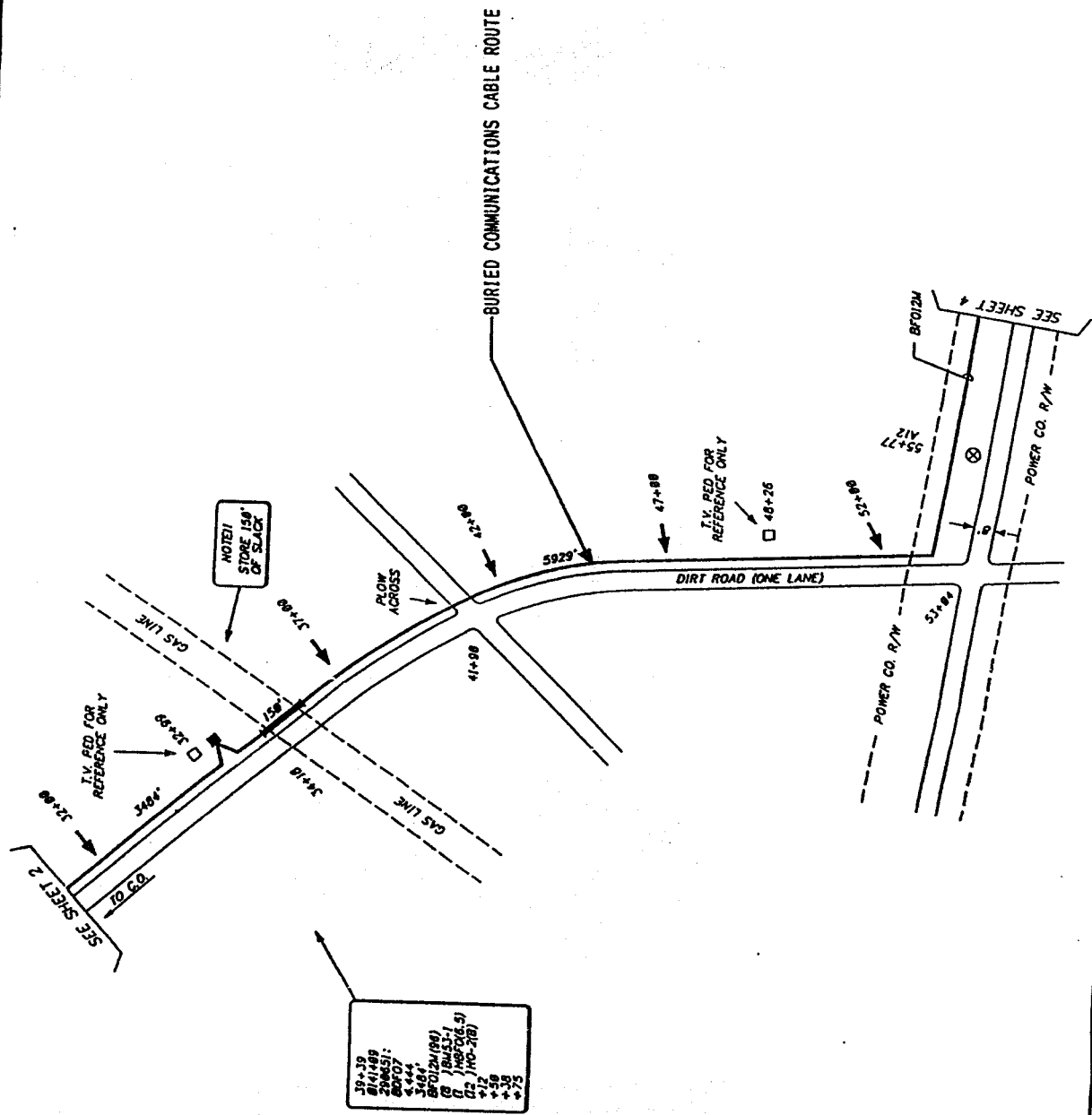


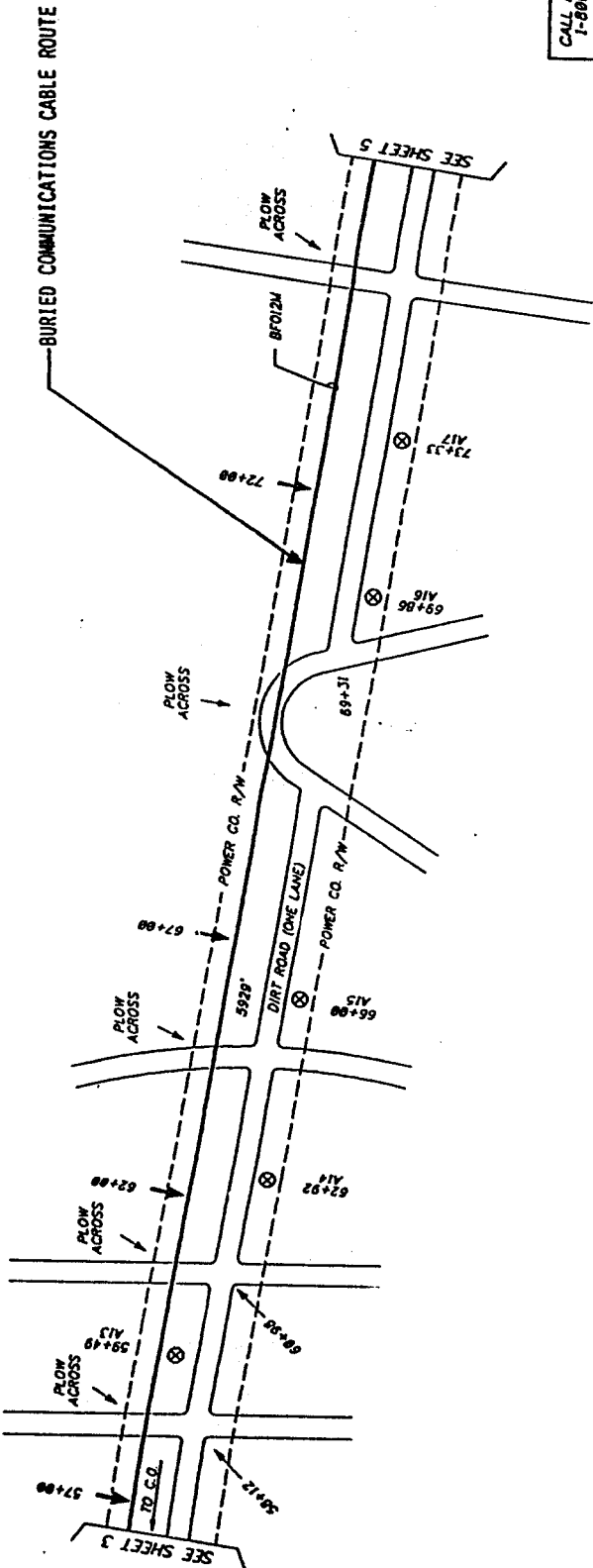
EXHIBIT A
(SHEET 4 OF 5)

RECEIVED
JAN 17 1956

CALL FOR LOCATES
1-800-332-2344

ENGR: BOB CAMPBELL
PHONE: 259-7219
FAC. TECH: MARILYN SAETHER
PHONE: 259-7212

Title: SILK DIG RADIO AND FIBER			
W.O. C69025	ACAD: 69025C04		
Ex: 2554	CL: R	Turn: T24S	
City: DESCHUTES		Reg: R9E	
Drawn: JM		Posted:	Sec: 19
Sht 4 of 5 Iss. 1 Proj: 625407			



01/11/56	Unit Summary	69-64025C04
Units Actl.	Yr ST Unit Description	Reels

EXHIBIT A
(SHEET 5 OF 5)

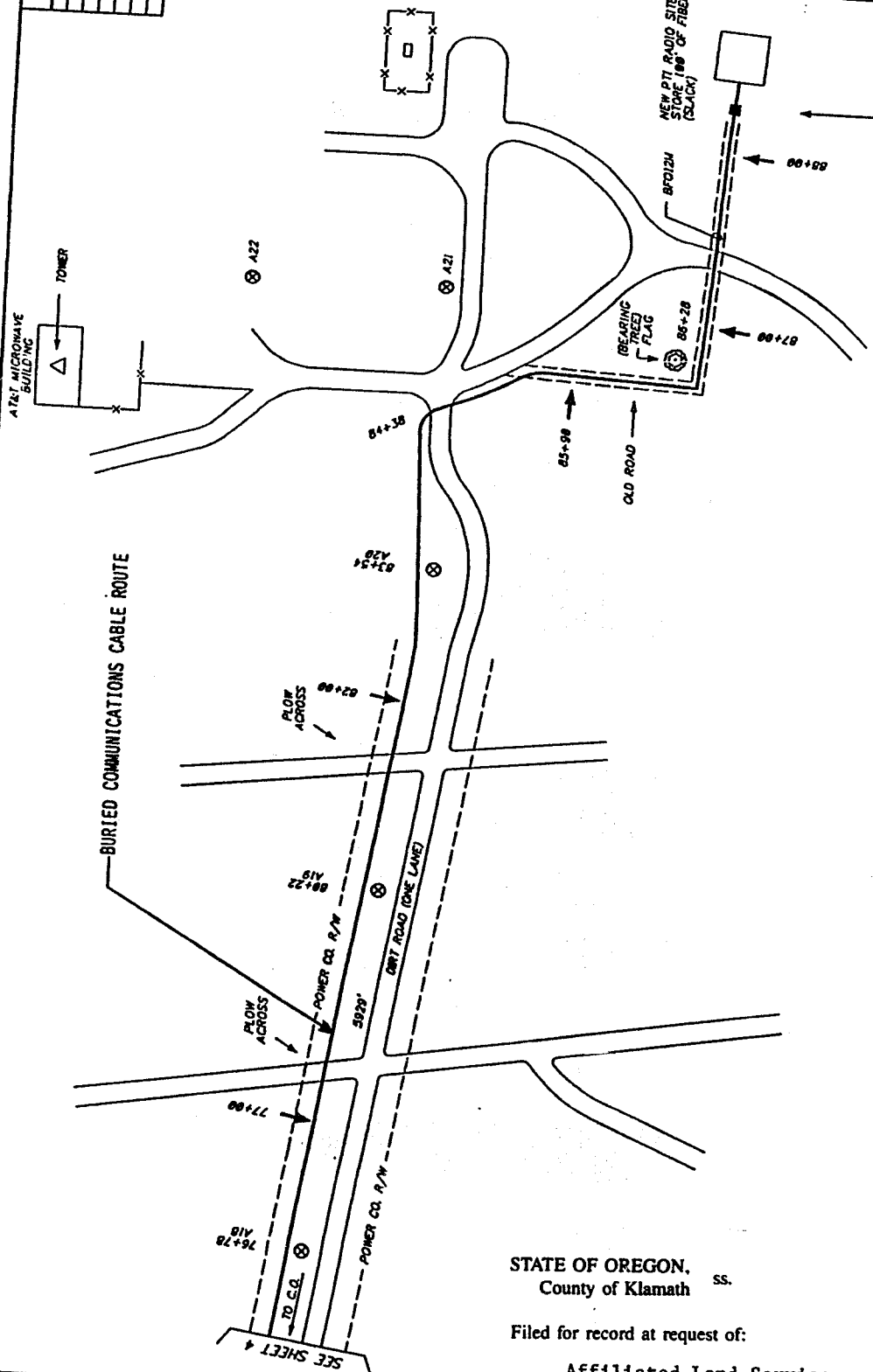
01/12/98	Unit Summary	Dep-4603502
Units Actl.	Yr	St Unit Description
13	A	B0507
150	A	B053-1
5929	A	B082-2
	98	A BFO12M

RECEIVED
JAN 17 1996

CALL FOR LOCATES
1-800-332-2344

ENGR: BOB CAMPBELL
PHONE: 239-7219
FAC. TECH: MARILYN SAETHER
PHONE: 239-7212

TITLE: SLK DIG RADIO AND FIBER	
W.O. C69025	ACAD: 69025C05
EC: 2534	CLR:
City: DESCHUTES	Town: T24S
Drawn: JM	Reg: R9E
Redlined:	Posted: Sec: 29
Shl 5 of 5	Iss. 1 P: 625407



88+00
87+00
86+28
85+98
84+38
83+58
82+38
81+18
80+00
79+00
78+00
77+00
76+78
76+79

STATE OF OREGON.
County of Klamath ss.

Filed for record at request of:

Affiliated Land Services

on this 10th day of April A.D. 1996
at 9:00 o'clock AM. and duly recorded
in Vol. M96 of Deeds Page 9975.

Bernetha G Letsch, County Clerk

By [Signature] Deputy.

Fee, \$45.00