COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT AND RELEASE

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 strips of land ten (10) feet in width, the centerline traverses of said strips being contiguous to the centerline traverses of buried communications cables, as they exist on October 31, 1996, located in the following described real property situated in Klamath County, Oregon, to wit:

That portion of the SiSE: 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 Einer 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 SWINWINWI, the SWINWI and the Nisi Section 29, T.24S., R.9E., W.M., EXCEPTING THEREFROM that portion conveyed to the United Stated of America in that Warranty Deed recorded in Volume 298 of Deeds at Page 269 of Klamath County Records;

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.

20

COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT AND RELEASE - Page 1

2554-C69025-P-1

For and in consideration of the rights granted herein, the Company hereby releases and quitclaims to grantors all rights granted to the Company in that Communications Line Right-of-Way Easement and Agreement recorded April 10, 1996, in Volume M96 of Deeds at Page 9975 of Klamath County Records. Henceforth, the rights granted herein shall replace and supersede the rights granted in said Communications Line Right-of-Way Easement and Agreement.

Dated: November 1 1996

Crown Pacific Limited Partnership, a Delaware limited partnership,

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

Title: Secretar

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

by:

Tille: Vice Pessioner

STATE OF OREGON SS. COUNTY OF MULTNOMAH

BE IT REMEMBERED, That on this <u>1</u>St day of <u>November</u>, 19<u>46</u>, before me, the undersigned, a Notary Public in and for said County and State, personally appeared <u>Reger L. Krage</u> of CROWNPACIFIC the person who signed as <u>Secretary</u> of CROWNPACIFIC 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.

CAPTICIAL STAL MEMA B. BOXTEL MOTARY FURILLY-SEESON COMMERSION MODELES MY CONSERSION EXPERIS APR. 15, 1908 Notary Public in and for the State of Orgon My Commission expires: 04/15/48

2554-C69025-P-1

STATE OF	ON EBDAN)
COUNTY OF	LININ))
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BE IT REMEMBERED, That on this 25^{th} day of $M_{DVe, best}$, 19 $\frac{1}{12}$, before me, the undersigned, a Notary Public in and for said County and State, personally appeared M_{illion} , M_{ill

53.

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 DEFULM My Commission expires: 9-7-97

STATE OF OREGON: COUNTY OF KLAMATH: 55.

Filed for	record at request ofA.	Affiliated Land 5 D., 1996 at 3:45 Deeds	ierwices, Inc. o'clockP.M., and du on Page374	the <u>29th</u> ly recorded in Vol. <u>M96</u>	day
	\$20.00		Bernetha G. Letsch.	County Clerk	

COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT AND RELEASE - Page 3