

OC
RETURN ADDRESS:
 PACIFIC FIBER LINK, LLC
 11719 NE 95th Street, Suite A
 Vancouver, WA 98682

COMMUNICATIONS EASEMENT

The undersigned, KARL SCRONCE

hereinafter referred to as ("Grantor"), for and in consideration of the sum of TEN \$
NO 100 DOLLARS (\$10.00),
 the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys to
 PACIFIC FIBER LINK, LLC, a Washington Limited Liability Company, with a permanent address
 of 1333 W. 120th Avenue, Suite 216, Westminster, Colorado 80234, its licensees, agents, successors
 and assigns, hereinafter referred to as ("Grantee"), a right of way and easement ("Easement")
10 feet in width, to construct, install, operate, maintain, inspect, test, repair, alter,
 replace or remove a multiple conduit communications system, together with the appurtenances
 necessary for the operation of said communications system, over, under and across the following
 described real property which Grantor owns, or in which Grantor has an interest, situated in the
 County of KLAMATH, State of OREGON, described as follows:

GOVERNMENT LOTS 5, 6 AND 7; THE SE 1/4 SW 1/4 AND THAT PORTION
 OF THE NE 1/4 SW 1/4 LYING WEST OF THE STATE HIGHWAY, ALL IN SECTION 16;
 LOTS 1, 2 AND 3 AND THE E 1/2 NW 1/4 AND THE NE 1/4 SW 1/4 OF SECTION 7. ALL
 IN TOWNSHIP 37 SOUTH, RANGE 9 E. 1/4 N.
 LOT 1 IN SECTION 1 AND LOTS 1, 2 AND 3 OF SECTION 12, ALL IN
 TOWNSHIP 37 SOUTH, RANGE 8 E. 1/4 N.

Assessor's Tax Parcel ID No. R376818

Together with the right of ingress and egress over and across any adjacent real property
 owned or controlled by Grantor to and from said strip of land for the purpose of exercising the
 rights herein granted.

Grantee shall have the right to clear and keep clear all trees, roots, brush and other
 obstructions from the surface and sub-surface of said right of way and easement, and during
 construction or maintenance periods to temporarily use an additional 10
 feet, as necessary.

Grantee shall be responsible for damages caused to Grantor's subject property arising from
 Grantee's construction and/or maintenance of the said Easement area.

Grantee shall indemnify Grantor against all damages, expenses and costs, and shall save Grantor harmless from all claims for damages by third parties, and all loss and liability which may be incurred by reason of Grantee's use and enjoyment of this easement, and from any claims, damages, actions or causes of action from environmental damage or contamination caused or contributed to by Grantee.

Grantor reserves the right to occupy, cultivate and use the above-described real property for all purposes not inconsistent with the rights herein granted. This Easement, and the rights granted herein, shall be binding upon and shall inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties hereto.

Grantor is lawfully seized and possessed of said lands and has lawful right and authority to enter into and deliver this easement unto Grantee.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent thereto are evidenced by its payment to Grantor of the consideration recited above.

The communications privileges herein granted are each divisible and are each assignable or transferable in whole or in part.

Signed and delivered on 11-18, 1999.

Karl Scronce
KARL SCRONCE

State of OREGON

County of KLAMATH

I certify that I know or have satisfactory evidence that KARL SCRONCE

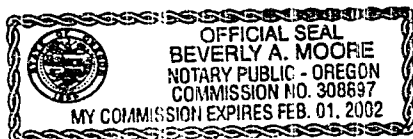
signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated Nov 18, 1999

Signature of Notary Public Beverly A. Moore

Title Notary

My Appointment Expires: 2-1-02



State of Oregon, County of Klamath
Recorded 12/06/99, at 12:30p.m.
In Vol. M99 Page 47961
Linda Smith,
County Clerk Fee \$ 15.00