

COMMUNICATIONS LINE RIGHT-OF-WAY EASEMENT AND AGREEMENT

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

CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as "Grantor", hereby grants to CENTURYTEL OF EASTERN OREGON, INC., DBA CENTURYTEL, its successors and assigns, hereinafter referred to as "CenturyTel", 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:

The NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 16, T.31S., R.7E., W.M.

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

The terms and conditions of this Communications Line Right-of-Way Easement and Release are as follows:

1. Buried communications cable is to be installed to a minimum depth of twenty-four (24) inches below ground surface except where rock or other obstructions make it impractical and also except for communications cables located within five (5) feet of communications equipment enclosures.
2. No trees over one (1) inch in trunk diameter are to be damaged or removed.
3. CenturyTel agrees to post permanent warning signs at intervisible points referencing the existence of buried communications facilities in the area.
4. Construction, operation, maintenance, reconstruction or removal of said facilities shall not materially obstruct usage of adjacent roadways by Grantor.
5. It is agreed that CenturyTel, 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 CenturyTel's exercise of the rights granted herein, including, but not limited to, payment to Grantor of the merchantable value of any trees removed hereunder.
6. CenturyTel shall indemnify and hold harmless Grantor from and against any and all claims arising solely from CenturyTel's business relative to this grant of easement or from any activity, work or things done or permitted by CenturyTel in or about the premises or elsewhere, provided that said activity, work or things done or permitted arise directly from CenturyTel's exercise of the rights granted under this grant of easement. CenturyTel 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 CenturyTel's part to be performed under the terms of this grant of easement, or arising from any negligence of CenturyTel or any of CenturyTel'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, CenturyTel, upon notice from Grantor, shall defend the same at CenturyTel's expense.

2507-C80417-P-1

31-07-100

7. In the event of abandonment or nonuse of the easement granted to CenturyTel hereunder for a continuous period of two (2) years, all rights granted to CenturyTel herein shall automatically terminate and revert to Grantor, its successors or assigns.
8. This easement is granted subject to leases and easements of record and those apparent on the ground.
9. In consideration of the rights herein granted, CenturyTel agrees that, within a reasonable time following the completion of construction of CenturyTel's facilities authorized hereunder, CenturyTel, or a representative thereof, shall present to Grantor a "Communications Line Right-of-Way Easement and Release" in favor of CenturyTel. Said Communications Line Right-of-Way Easement and Release shall specify the location of a ten (10) foot side easement centered on the facilities constructed hereunder and shall incorporate the terms and conditions of this agreement. Grantor shall have the option to replace this Easement and Agreement by executing said Communications 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 Communications line Right-of-Way Easement and Release shall promptly be executed by CenturyTel 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 Communications Line Right-of-Way Easement and Release with thirty (30) days following receipt thereof, all rights granted in this Easement and Agreement shall continue to the benefit of CenturyTel in perpetuity.

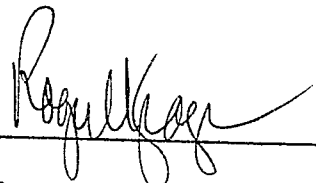
 Return To: Affiliated Land Services, Inc.
 P.O. Box 17135, Salem, OR 97305

 Dated: 8-7-98

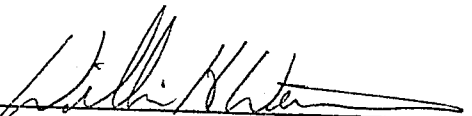
 Crown Pacific Limited Partnership,
 a Delaware limited partnership,

 CenturyTel of Eastern Oregon, Inc.
 dba CenturyTel,

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

 by: 

 Title: SVP & GENERAL COUNSEL

 by: 

 Title: VICE PRESIDENT

49291

2507-C80417-P-1
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STATE OF Oregon)
COUNTY OF Multnomah) ss.
)

BE IT REMEMBERED, That on this 4th day of August, 19 98, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger S. Krage, the person who signed as SVP & General Counsel 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.

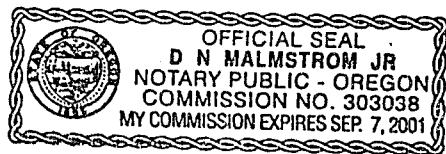


Lily Kennedy
Notary Public in and for the State of Oregon
My Commission expires: Feb. 23, 2002

STATE OF OREGON)
COUNTY OF LINN) ss.
)

BE IT REMEMBERED, That on this 19th day of November, 19 99, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William H. Weimer, the person who signed as Vice President 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.



D N Malmstrom Jr
Notary Public in and for the State of OREGON
My Commission expires: 9-7-2001

State of Oregon, County of Klamath
Recorded 12/15/99, at 12:53 p.m.
In Vol. M99 Page 49289
Linda Smith,
County Clerk Fees 20⁰⁰