

Return Address:  
 American Tower Management, Inc.  
 6802 South 220<sup>th</sup> Street  
 Kent, WA 98422

### EASEMENT AGREEMENT

<b>Document Title(s)</b> (or transactions contained therein):
1. Easement Agreement
<b>Reference Number(s) of Documents assigned or released:</b> None
<b>Grantor(s):</b>
1. Crown Pacific Limited Partnership
<b>Grantee :</b>
1. American Tower Management , Inc., a Delaware Corporation
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)
<input checked="" type="checkbox"/> Full legal is on pages _____ and _____ of this document.
<b>Assessor's Property Tax Parcel/Account Number</b>

This Easement Agreement, made and entered into this 9<sup>th</sup> day of August 2000, by and between Crown Pacific Limited Partnership ("Grantor") and American Tower Management Inc., a Delaware Corporation ("Grantee").

Whereas, Grantee contemplates construction and operation of a communications system on the real property described on Exhibit A ("Facility Property"), attached hereto and by reference made part hereof. In order to gain access to the Dominant Estate, Grantee will need an easement across the real property owned by Grantor described on Exhibit B ("Real Property"), attached hereto and by reference made part hereof. Grantor wishes to grant a non-exclusive easement to Grantee to provide access to the Facility Property, the location of the easement is more particularly described in Exhibit C , attached hereto and by reference

made part of, all on the terms and conditions set forth herein. A sketch reflecting the approximate location is attached as Exhibit C-1 for convenience only.

Now, therefore, in consideration of the mutual promises herein and other good and valuable consideration, the parties agree as follows:

Grantor hereby grants, warrants and conveys to Grantee a non-exclusive easement for ingress, egress, and utilities, including but not limited to power and telephone, to the Facility Property across, under, upon and over that portion of the Real Property described in Exhibit C hereto ("Easement Area").

Grantor represents and warrants that Grantor owns the Real Property described upon the attached Exhibit B and has the unrestricted right to grant this Easement, subject only to interests now of record in Klamath County, Oregon..

Grantee shall be entitled to construct roads and utility improvements on the Easement Area. Grantee represents and warrants that all work hereunder shall be performed in a careful and workmanlike manner. At the termination of this easement, Grantee shall not be obligated to return the property to its original condition. Upon termination, Grantee shall be entitled to remove any improvements installed in the Easement Area.

Grantee shall be responsible for all costs and expenses incurred in connection with its use of the Easement Area, included but not limited to construction, maintenance, repair, replacement, and operation of the communication system and shall hold Grantor harmless from any expense or cost thereon. Except for actions permitted herein, Grantee, further, agrees to indemnify and hold harmless Grantor from any loss, claim, damage, or liability arising in any manner from or in any way connected with Grantee's acts or omissions in Grantee's use of this Easement.

The easement granted herein is an easement in gross. However, Grantee may assign its rights under this Easement Agreement, which assignment shall be effective upon providing notice of such assignment to Grantor. The rights of Grantee granted herein shall cease during such periods of time as Grantee, or its successors and assigns, shall have no right, title or interest in or to the Facility Property. However, if after a termination of such right, title and interest, Grantee, or its successors and assigns shall acquire or renew a right, title or interest in the Facility Property, the rights granted by this easement shall continue.

Unless Grantee consents in writing, Grantor shall not place any fencing, gates or other barriers on the Real Property or elsewhere that would prevent, limit, or otherwise impede access to the Easement Area by Grantee, its agents, employees, contractors, subcontractors, lenders, guests, invitees, or others granted access to the Easement Area by Grantee. Grantee and such third parties shall have unconditional, unlimited access to the Easement Area.

This Agreement shall be governed by the laws of the State of Oregon and venue shall be in the county in which the Real Property is located. If either party commences an

action against the other party arising out of or in connection with this Easement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

This Agreement shall be a covenant running with the Real Property and shall bind the successors and assigns of Grantor and Grantee.

In witness whereof, the parties have executed this Easement Agreement in duplicate this 9<sup>th</sup> day of August, 2000.

GRANTOR:

CROWN PACIFIC L.P.

By: [Signature]

Title: OREGON LAND & TIMBER MANAGER

GRANTEE:

American Tower Management, Inc.

By: [Signature]

Title: Assistant Secretary

STATE OF )

{Use for Corporate Grantor}

County of )

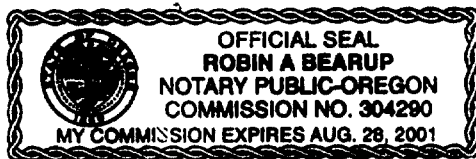
On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of {corporation name}, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON                    )  
   ) ss.  
 County of Deschutes                )

On this 14<sup>TH</sup> day of AUGUST, 2000, before  
 me, ROBIN A. BEARUP (notary), personally  
 appeared GARY D. CREMER, personally known  
 to me to be the person and officer whose name is subscribed to the  
 foregoing document, and acknowledged to me that he executed the same  
 for the purposes and consideration therein expressed, in the capacity  
 therein stated, and as the act and deed of said partnership.



(official notarial seal)

WITNESS my hand and official seal.

Robin A. Bearup  
 Notary Public in and for the State of Oregon  
 My commission expires AUG. 28, 2001

This Notary is attached to that certain Easement Agreement (Site: Fuego, No.43265) dated 8/09/00

## CORPORATE ACKNOWLEDGEMENT

State of California

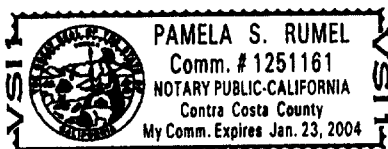
County of Contra Costa

} SS.

On this the 30th day of August, 2000 before me, PAMELA S. RUMEL, the undersigned Notary Public, personally appeared

WILLIAM H. NEVIN, Jr.

known to me to be the person and officer whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



[seal]

WITNESS my hand and official seal.

A handwritten signature in black ink, appearing to read 'P. Rumel', written over a horizontal line.

NOTARY PUBLIC

My Commission Expires: January 23, 2004

This Notary is attached to that certain Easement Agreement (Site # OR-43265, Fuego) dated 9 August 2000

**EXHIBIT A**  
**DESCRIPTION OF LAND ON WHICH THE COMMUNICATION FACILITIES WILL BE**  
**BUILT**

LEASE PREMISES

BEING A LEASE FOR A CELLULAR TOWER LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, TOWNSHIP 31 SOUTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, AND BEING ON THE PROPERTY NOW OR FORMALLY OF CROWN PACIFIC LIMITED PARTNERSHIP, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE ACCESS AND UTILITY EASEMENT, SAID POINT DESCRIBED AS BEING 243.0 FEET NORTH AND 1482.0 FEET WEST OF THE 1969 BRASS CAP AND MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 25, T31S, R7E, W.M. AND ALSO BEING AT APPROXIMATE OREGON SOUTH ZONE NAD 1983 STATE PLANE COORDINATES OF NORTH: 434,264.7, EAST: 4,566,134.3:

THENCE N 29°18'32" E, 50.00 FEET TO A POINT;  
THENCE N 60°41'28" W, 100.00 FEET TO A POINT;  
THENCE S 29°18'32" W, 100.00 FEET TO A POINT;  
THENCE S 60°41'28" E, 100.00 FEET TO A POINT;  
THENCE N 29°18'32" E, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,000 SQUARE FEET, ALL BEING IN KLAMATH COUNTY, OREGON.

BASIS OF BEARINGS AND DESCRIPTION PER GEODETIC AZIMUTH.

**EXHIBIT B****DESCRIPTION OF LAND OWNED BY GRANTOR**

Assessors Parcel Number: R-3107-00000-00100-000

The Property is described and/or depicted as follows (metes and bounds description):

A parcel of land 100' x 100' to be used for the placement of tower and associated equipment, located on the following described property:

The Southwestquarter of the Southeast quarter in Section 25, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

**EXHIBIT C****DESCRIPTION OF THE NON-EXCLUSIVE EASEMENT****ACCESS AND UTILITY EASEMENT DESCRIPTION**

A STRIP OF LAND 20 FEET IN WIDTH FOR AN ACCESS AND UTILITY EASEMENT, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, BEING ALONG AN EXISTING ROAD:

BEGINNING AT A POINT IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, TOWNSHIP 31 SOUTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, AND BEING ON THE PROPERTY NOW OR FORMALLY OF CROWN PACIFIC LIMITED PARTNERSHIP, AND FURTHER DESCRIBED AS BEGINNING AT A POINT 243.0 FEET NORTH, AND 1482.0 FEET WEST OF THE 1969 BRASS CAP AND MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 25, T31S, R7E, W.M. AND ALSO BEING AT APPROXIMATE OREGON SOUTH ZONE NAD 1983 STATE PLANE COORDINATES OF  
NORTH: 434,264.7, EAST: 4,566,134.3:

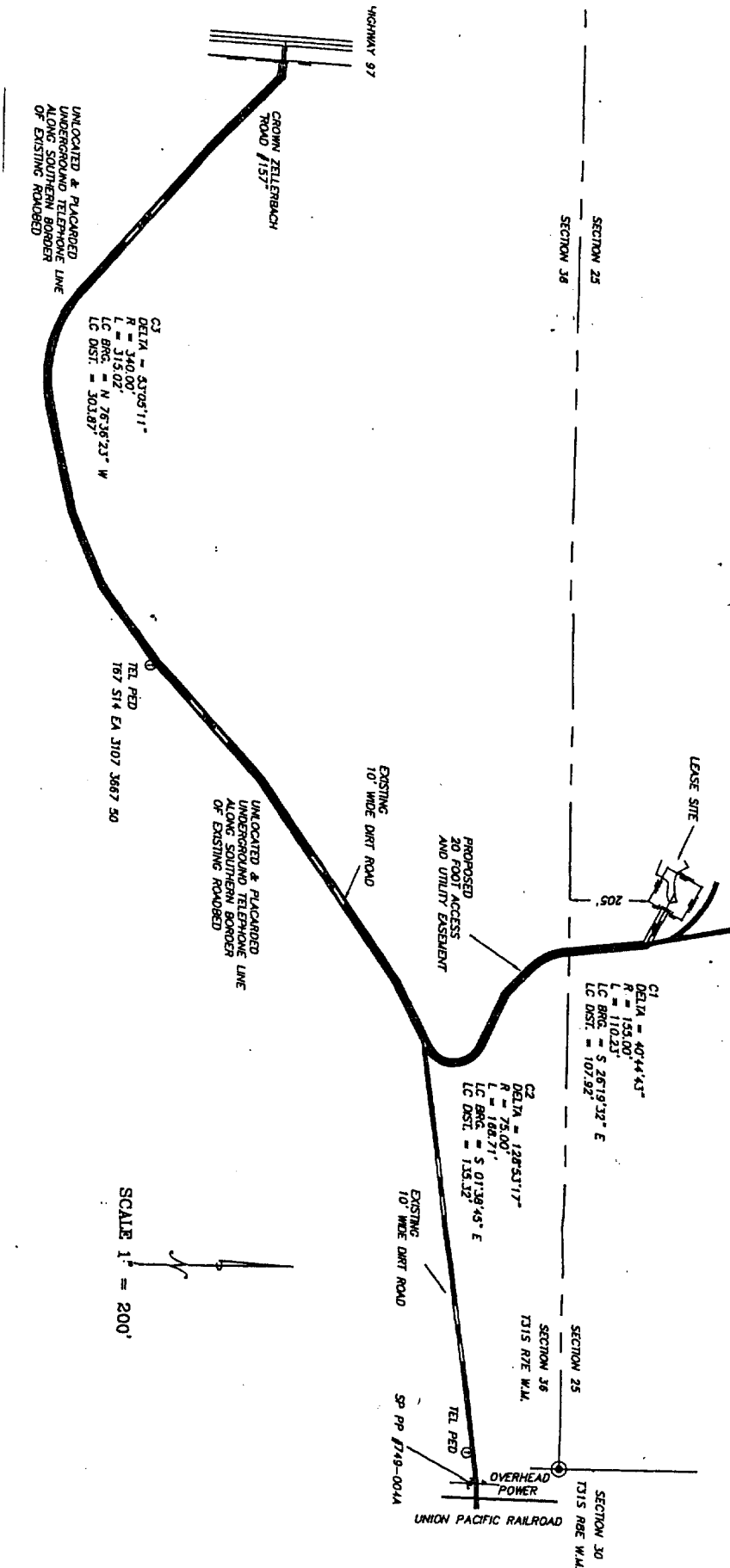
THENCE S 60°41'28" E, 102.64 FEET TO A POINT;  
THENCE S 06°20'32" E, 203.92 FEET TO A POINT;  
THENCE ALONG A 155.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS S 26°19'32" E, 107.92 FEET), AN ARC DISTANCE OF 110.23 FEET TO A POINT;  
THENCE S 46°41'53" E, 89.51 FEET TO A POINT;  
THENCE S 66°05'24" E, 155.20 FEET TO A POINT;  
THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS S 01°38'45" E, 135.32 FEET), AN ARC DISTANCE OF 168.71 FEET TO A POINT;



THENCE S 62°47'54" W, 198.10 FEET TO A POINT;  
THENCE S 55°34'46" W, 630.15 FEET TO A POINT;  
THENCE S 47°43'50" W, 415.92 FEET TO A POINT;  
THENCE S 55°16'31" W, 254.52 FEET TO A POINT;  
THENCE S 67°26'16" W, 201.18 FEET TO A POINT;  
THENCE S 76°51'02" W, 284.29 FEET TO A POINT;  
THENCE ALONG A 340.00 FOOT RADIUS CURVE TO  
THE RIGHT (LONG CHORD BEARS N 76°36'23" W,  
303.87 FEET), AN ARC DISTANCE OF 315.02 FEET  
TO A POINT;  
THENCE N 50°03'47" W, 509.04 FEET TO A POINT;  
THENCE N 45°54'55" W, 262.31 FEET TO A POINT;  
THENCE N 84°26'56" W, 93.02 FEET, PLUS OR  
MINUS, TO A POINT BEING AT OR NEAR THE  
CENTERLINE OF OREGON STATE HIGHWAY NUMBER  
97. THE BOUNDARIES OF SAID EASEMENT BEING  
EXTENDED OR SHORTENED TO MEET AT ANGLE  
POINTS AND TO TERMINATE ON THE BOUNDARIES  
OF THE GRANTOR.

BEARINGS AND DESCRIPTION BASED ON GEODETIC  
AZIMUTH.

Exhibit C-1



MEMORANDUM OF LEASE

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THIS PAGE IS FOR RECORDING ONLY

State of Oregon, County of Klamath  
Recorded 09/21/00, at 9:00 a.m.  
In Vol. M00 Page 34500  
Linda Smith,  
County Clerk Fee\$ 7.00