

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Site Name: Rattlesnake Point
Site Number: 43269

pk American Tower Corporation
501 Canal Blvd., Suite E
Pt. Richmond, CA 94804
Attn: Real Estate

GRANT OF EASEMENT FOR ACCESS AND UTILITIES

This Grant of Easement for Access and Utilities (this "Grant of Easement") is made as of Nov. 9 2000 between Emma C. Achleithner, an estate in fee simple ("Grantor") and American Tower Management Inc., a Delaware corporation ("Grantee"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- A. Grantor is the owner of that certain real property commonly known as APN # R-3708-01300-00800-000, located at Township 37 South, Range 8 East, Section 24, Lot 800 and more particularly described in Exhibit A attached hereto and made a part hereof (Grantor's Property').
- B. Grantee is concurrently herewith entering into or has previously entered into a lease agreement (the "Agreement") for a portion (the "American Tower Site") of certain property located near Grantor's Property, commonly known as 12909 Algoma Road, Klamath Falls, Oregon 97601 APN # R-3708-02400-00200-000 and more particularly described in Exhibit B attached hereto and made a part hereof (the 'Neighboring Property'). Grantee plans to construct and operate a telecommunications facility on the American Tower Site.
- C. Grantee desires to obtain certain easements across Grantor's Property as hereinafter described, and Grantor is willing to grant such easements to Grantee, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements. Grantor hereby grants to Grantee, its successors, assigns and subtenants or sublicensees, and to its and their invitees, employees, members, managers, agents, contractors and licensees, (a) a non-exclusive easement on, across, over, in, under, upon and through that portion of Grantor's Property which is described on Exhibit C attached hereto and made a part hereof (the 'Access Area'), for vehicular and pedestrian ingress, egress and access in connection with the construction, reconstruction, replacement, renewal, inspection, maintenance, repair, improvement, operation, use and removal of telecommunications facilities at the American Tower Site and any facilities or improvements related thereto and located on or near the Neighboring Property, and (b) a non-exclusive easement on, across, over, in, under, upon and through that portion of Grantor's Property which is described on Exhibit D attached hereto and made a part hereof (the "Utility Area"), for constructing, reconstructing, replacing, renewing, inspecting maintaining, repairing, improving operating, using and removing utilities and incidental appurtenances and connections to

serve communications facilities located on the American Tower Site. The foregoing easements also include, whenever reasonably necessary for the purposes described in this Section 1 or in Section 4, 5 or 19 below, the right of access, ingress and egress across Grantor's Property adjacent to the Access Area or Utility Area, and the rights to pass equipment and to deposit tools, implements and other materials on said adjacent portion of Grantor's Property, which rights may be exercised by Grantee, its successors, assigns and subtenants or sublicensees, and by its and their employees, members, managers, agents and contractors..

2. Use by Others; No Barriers. The easements granted in Section 1 above are subject to the right of Grantor, its successors and assigns to use and to grant to others use of the Access Area or Utility Area; provided, however, that (a) such use may not interfere with Grantee's full and free exercise of the easements granted hereby and (b) except with the prior written consent of Grantee, no wall, curb, fence, building, grade differential, tree, subsurface pipe, cable, vault, utility line or conduit, or other barrier or physical condition, or vehicle, equipment, inventory, or cargo shall be constructed, stored, parked, placed, deposited, maintained or permitted to remain, either temporarily or permanently, in, on, over, under or upon any portion of the Access Area or Utility Area, nor shall any dirt, fill or other material be deposited, placed or maintained on or over the surface of the Access Area or Utility Area, nor shall any earth be moved from the cover of Grantee's utilities.

3. Compensation. As compensation for entering into this agreement, Grantee agrees to pay Grantor the amount of \$ N/A payable as a one-time fee due within thirty (30) days of execution of this agreement. Payment shall be made at Grantor's address set forth on the signature page of this Grant of Easement, or as Grantor may otherwise direct from time to time in writing at least thirty (30) days prior to any payment date.

4. Installation and Maintenance of Roadway.

(a) The easement granted in Section 1(a) above includes the right to grade within the Access Area, and to construct, reconstruct, maintain, inspect, improve, repair and replace a roadway over the Access Area (the 'Roadway'). Grantee shall not construct or reconstruct the Roadway until Grantor has approved plans for the same. If Grantor fails to object in writing to any such proposed plans within fifteen (15) days after their submittal to Grantor, such proposed plans shall be conclusively deemed approved by Grantor. Grantor shall not unreasonably withhold or condition its approval.

(b) Grantee shall bear responsibility for the maintenance, repair or replacement of any trees, shrubbery, fences, paving or other plantings or structures situated within the Access Area that may be injured, damaged or destroyed by Grantee's construction, maintenance, repair, replacement or use of the Roadway, unless installed by Grantee.

(c) Grantee shall maintain the Roadway in good condition and repair throughout the term of this Grant of Easement, ordinary wear and tear excepted.

(d) The initial construction and the maintenance, repair and replacement of the Roadway as necessary in connection with the exercise of Grantee's rights hereunder shall, subject to the provision of Sections 4(e) be at the sole cost and expense of Grantee.

(e) In the event Grantor exercises its reserved right under Section 2 above to grant access rights to one or more other parties to use all or part of the Roadway (Grantor and/or each such other party being referred to as a 'Roadway User'), Grantor shall itself, and shall require each such other Roadway User to, enter into an agreement with Grantee to pay a proportionate share of the costs Grantee incurs in connection with the Roadway, on the following terms:

(i) Grantee and each Roadway User shall be responsible for a share of the costs and expenses Grantee incurs in maintaining repairing and/or replacing the Roadway; such costs and expenses shall be allocated based on frequency of usage. Such costs (including both direct and indirect costs) are referred to herein as 'Shared Roadway Costs'. The proportionate share of Grantee and each Roadway User shall be adjusted from time to time as other Roadway Users enter into cost-sharing agreements with Grantee, or such agreements are terminated.

(ii) Grantee shall provide and deliver to such Roadway User an itemized statement of fees, costs and expenses together with copies of the respective invoices and/or billing statements, and a request for payment of such Roadway User's allocated share of the Shared Roadway Costs in accordance with such statement and attached invoices.

(iii) Each Roadway User shall pay its share of invoices and billings delivered in accordance with subsection (ii) above no later than thirty (30) days after delivery of Grantee's request for payment. Any delinquent payment shall accrue interest at the rate of ten (10%) percent per annum, but in no event in any amount greater than that permitted by law.

5. Installation and Maintenance of Utilities.

(a) Grantee shall not install any utilities in the Utility Area until Grantor has approved plans for the same. If Grantor fails to object in writing to any such proposed plans within fifteen (15) days after their submittal to Grantor, such proposed plans shall be conclusively deemed approved by Grantor. Grantor shall not unreasonably withhold, condition or delay its approval.

(b) Grantee shall bear responsibility for the maintenance, repair or replacement of any trees, shrubbery, fences, paving or other plantings or structures situated within the Utility Area that may be injured, damaged or destroyed by Grantee's use of the Utility Area.

(c) Upon completion of the construction and installation of Grantee's utilities, Grantee shall compact the affected surface of the Utility Area in a clean and neat condition, but is not obligated to restore the Utility Area to the exact condition and elevation that existed prior to construction. Grantee shall have the right to grade the Utility Area during construction to smooth the terrain and to facilitate installation of its utilities and their future inspection, operation, repair and maintenance.

6. Cost Sharing-for Utilities. In the event Grantor exercises its reserved right under Section 2 above to grant to one or more other parties the right to install utilities across all or part of the Utility Area (Grantor and/or each such other party being referred to as a "Utility User"), and any such Grantee and each Utility User proposes to use, in common with Grantee, any utility-related facilities or improvements installed by Grantee on the Utility Area (e.g., an underground utility trench), then as a condition to such use, Grantor shall itself, and shall require each other Utility User to, enter into an agreement with Grantee to pay a proportionate share of the direct and indirect costs Grantee incurs in maintaining repairing and/or replacing such commonly used utility improvements (the 'Shared Utility costs'), on the following terms:

(a) Grantee and each Utility User shall be responsible for an equal share of the Shared Utility Costs. The proportionate share of Grantee and each Utility User shall be adjusted from time to time as Utility Users enter into cost-sharing agreements with Grantee, or such agreements are terminated.

(b) Grantee shall provide and deliver to such Utility User an itemized statement of Shared Utility Costs together with copies of the respective invoices and/or billing statements, and a request for payment of such Utility User's pro rata share of Shared Utility Costs in accordance with such statement and attached invoices.

(c) Each Utility User shall pay its share of invoices and billings delivered in accordance with subsection (b) above no later than thirty (30) days after delivery of Grantee's request for payment. Any delinquent payment shall accrue interest at the rate of ten (10%) percent per annum, but in no event in any amount greater than that permitted by law.

7. Termination. This Grant of Easement shall terminate upon the expiration or earlier termination of the Agreement (as the same may be amended, extended or replaced) and completion of Grantee's removal of its facilities from the American Tower Site. In addition, Grantee shall have the right to terminate either or both of the access easement and the utility easement granted hereby at any time upon thirty (30) days prior written notice to Grantor. Upon such termination, this Grant of Easement shall be of no further force and effect. Upon any such termination, at Grantor's request, Grantee agrees to deliver to Grantor a quitclaim of the terminated easement(s), executed in recordable form. Additionally, upon termination or abandonment, Grantee will repair any damage to the Grantor's Property caused by Grantee's use of such property normal wear and tear excepted.

8. Indemnity. Subject to the provisions of Section 4(b) and Section 5(b) above, Grantee shall indemnify, defend, protect and hold harmless Grantor, its affiliates, and each of their respective directors, officers, partners, shareholders, agents and employees from and against (i) any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees), to the extent arising out of or resulting from the use or occupancy of Grantor's Property by Grantee or its employees, agents, contractors, subcontractors, subtenants, sublicensees or invitees, or the condition or operation of Grantee's facilities, and (ii) any mechanic's or materialman's liens filed in connection with any work done on Grantor's Property by or at the request or direction of Grantee. Grantee shall, following request by Grantor, cause any such mechanic's or materialman's liens to be released by posting an appropriate release bond therefor.

9. Successors and Assigns. This Grant of Easement shall be binding upon and inure to the benefit of (a) Grantor, its heirs, successors, grantees, and assigns, and any person or entity which subsequently obtains any right, title or interest in or to Grantor's Property or any portion of Grantor's Property, and (b) Grantee, its successors and assigns. The burden of this Grant of Easement shall run with Grantor's Property.

10. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that, as of the date hereof, (a) Grantor is the sole owner of Grantor's Property and has the authority to grant the easements set forth herein, and (b) Grantor's Property is subject to no liens or encumbrances that can interfere with the rights provided in this Grant of Easement.

11. Authority. Each individual executing this Grant of Easement on behalf of a party hereto represents and warrants that he or she is duly authorized to execute and deliver this Grant of Easement on such party's behalf, and that in doing so such person is acting within the scope of such person's authority.

12. Notices. Any notice or demand required or permitted to be given pursuant to this Grant of Easement shall be given either personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice if served personally shall be deemed delivered upon receipt, if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and if served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Either party may from time to time designate any other address for this purpose by written notice to the other party.

13. Recording. This Grant of Easement shall be recorded in the Official Records of the Recorder's Office of the County in which Grantor's Property is located.

14. Interpretation. This Grant of Easement shall be governed by the laws of the State of Oregon. This Grant of Easement shall not be interpreted or construed against the party preparing it. The headings which have been used throughout this Grant of Easement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Grant of Easement. Words of any gender used in this Grant of Easement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

15. No Dedication. Nothing contained in this Grant of Easement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for the general public or for any public purposes whatsoever.

16. Attorneys' Fees. In the event of any dispute or legal proceeding between the parties arising out of or relating to this Grant of Easement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including, but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceeding to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

17. Survival. Terms and conditions of this Grant of Easement which by their sense and context survive the termination, cancellation or expiration of this Grant of Easement will so survive.

18. Entire Agreement. This Grant of Easement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Grant of Easement shall be effective only if in writing and executed by both parties.

In WITNESS WHEREOF, the parties have executed this Grant of Easement as of the date first written above.

GRANTOR

Emma C. Achleithner,

An estate in fee simple

By: Emma C. Achleithner

Print Name: Emma C. Achleithner

Date: NOV. 9 / 2000

Address and Phone:

12909 Algoma Road

Klamath Falls, Oregon 97601

PH# 541-883-3150

GRANTEE

AMERICAN TOWER MANAGEMENT INC.,

a Delaware corporation

By: [Signature]

Print Name: William H. Allen Jr.

Date: 12 - 12 - 00

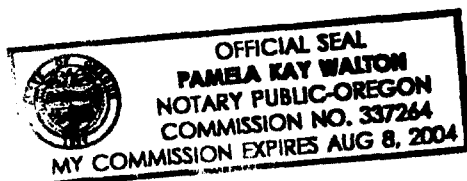
**501 Canal Blvd., Suite E
Pt. Richmond, CA 94804
(510) 236-3700**

STATE OF Oregon)
) ss
County of Klamath)

On this day personally appeared before me Emma C. Achleithner, an estate in fee simple, to me known to be the individual (s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of Nov., 2000.

Pamela Kay Walton
NOTARY PUBLIC in and for the State of
OR, residing at Klamath Falls
My Commission expires: Aug. 8, 2004



CORPORATE ACKNOWLEDGEMENT

State of California

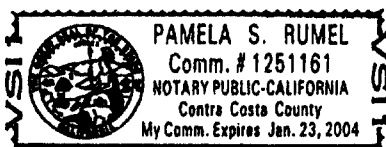
County of Contra Costa

} SS.

On this the 14th day of December, 2000 before me, PAMELA S. RUMEL, the undersigned Notary Public, personally appeared

WILLIAM H. NEVIN, Jr. , Assistant Secretary,
American Tower Management Inc, a Delaware Corporation

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 Grant of Easement for Access & Utilities dated 9 November 2000

Site; # OR – 43269 Rattlesnake Point
APN# R 3708-01300-00800-000

EXHIBIT A**Grantor's Property**

The property referred to in this Exhibit A is commonly known as APN # R-3708-01300-00800-000, and is described as follows:

Lot 4, and the SE1/4 SE1/4 in Section 13, Township 37 South, Range 8 East of the Willamette Meridian, lying South of the Southerly right of way of the County Road.

EXCEPTING the following described tract:

Beginning at the intersection of the Easterly right of way line of the Dalles-California Highway and the Southerly right of way of the County Road; thence East along the Southerly right of way, of the said County Road, 176 feet to the point of beginning; thence continuing along the right of way, 400 feet; thence South 60 feet to the Northerly line of a private road; thence in a Westerly direction along said Northerly line to the point of beginning.

EXHIBIT B

Neighboring Property

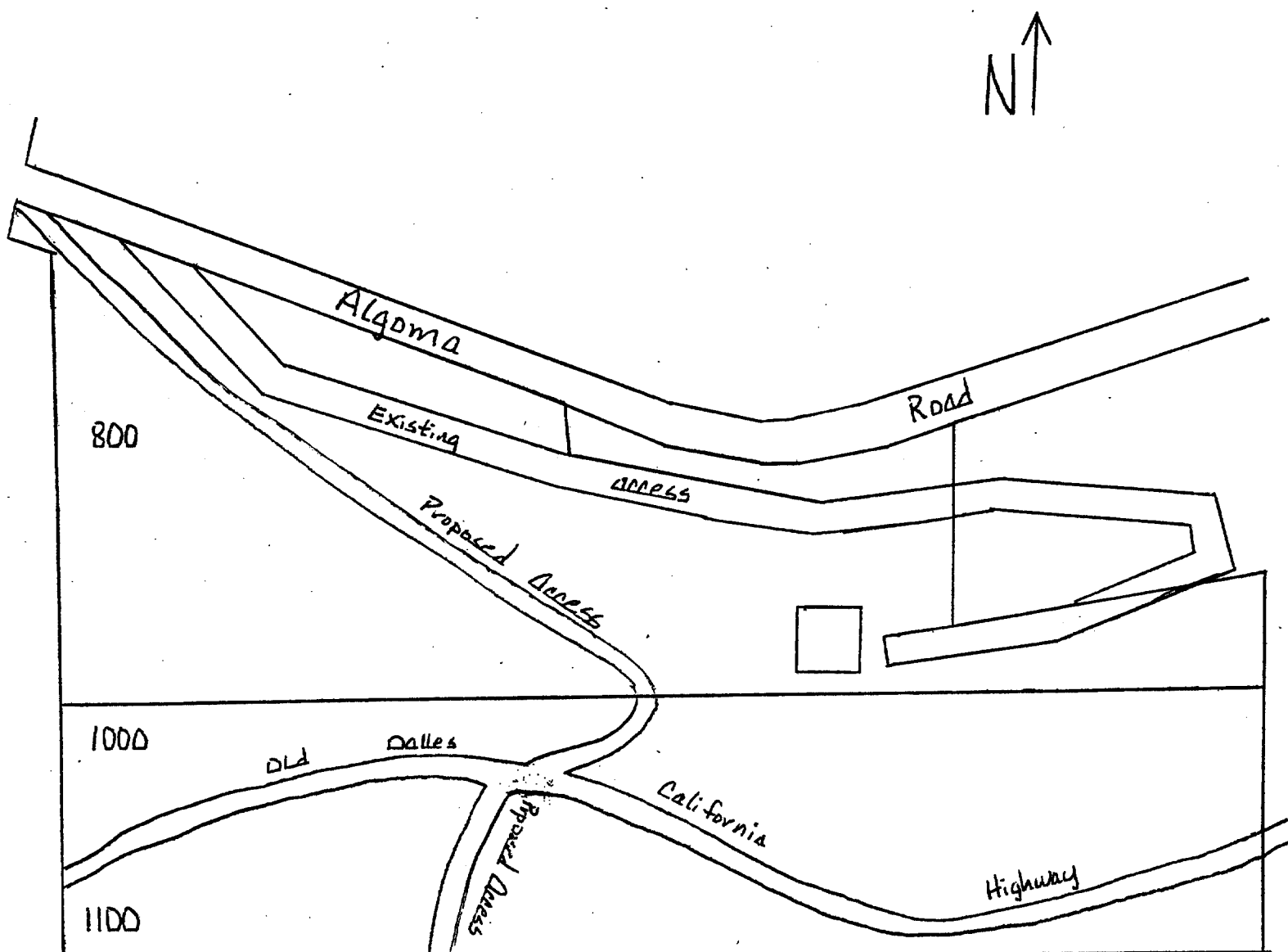
The property referred to in this Exhibit B is commonly known as 12909 Algoma Road, Klamath Falls Oregon 97601, APN # R-3708-02400-00200-000, and is described as follows:

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

Lots 2, 3, 4, and 7 of Section 24, Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING therefrom any portion lying within the right of way for highways or the right of way for railroads.

EXHIBIT C

Access Area



Not to Scale

MEMORANDUM OF LEASE

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THIS PAGE IS FOR RECORDING ONLY

State of Oregon, County of Klamath
Recorded 01/12/01, at 2:36 p.m.
In Vol. M01 Page 1448
Linda Smith,
County Clerk Fee\$ 71.00