

Upon recording please return to:

American Tower Corp.

6802 South 220th St.

Kent, WA 98032

Vol M01 Page 26250

Site Name: Rattlesnake Point

Site Number: 43269

EASEMENT AGREEMENT

'01 JUN 5 AM 9:56

Document Title(s) (or transactions contained therein): Easement Agreement
Reference Number(s) of Documents assigned or released: None
Grantor(s): Mr. Greg Casassa 12905 Algoma Road Klamath Falls, OR 97601
Grantee : American Towers Inc., a Delaware Corporation Attn: Property Management 501 Canal Blvd., Suite E Pt. Richmond, CA 94801
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 600, Sec. 13, T37S, R8E <input checked="" type="checkbox"/> Full legal is on pages _____ and _____ of this document.
Assessor's Property Tax Parcel/Account Number R-3708-01300-00600-000 Assessor's ID: R376596

This Easement Agreement, made and entered into this 10 day of April 2001, by and between Mr. Greg Casassa ("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.

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, State of 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.

Compensation: As compensation for entering into this agreement, Grantee agrees to pay Grantor the amount of One Thousand Dollars (\$1,000) 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 first page of this Grant of Easement.

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 10 day of April, 2001.

GRANTOR:

Mr. Greg Casassa

By: Greg P. CasassaTitle: Grantor

GRANTEE:

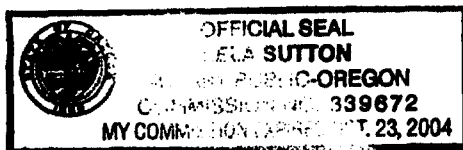
American Tower Management, Inc.

By: William H. Nenon JrTitle: Assistant Secretary

STATE OF OREGON) {Use for Individual Grantor}
County of Klamath

On this day personally appeared before me Greg Casassa, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of April, 2001.



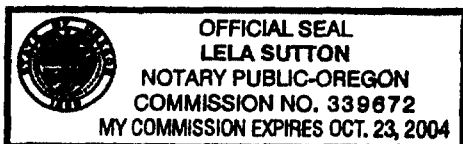
Lela Sutton

NOTARY PUBLIC in and for the State of
Oregon, residing at Klamath Falls
My Commission Expires: 10/23/01

OREGON,
County of Klamath } ss.

BE IT REMEMBERED, That on this 10th day of April, 2001,
me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
Gregory Casassa

to me to be the identical individual He described in and who executed the within instrument and
deleged to me that Gregory Casassa executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Lela Sutton

Notary Public for Oregon
My commission expires 10/23/01

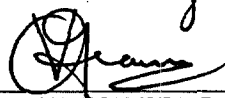
STATE OF CALIFORNIA)COUNTY OF CONTRA COSTA)

On this 27 day of April 2001, before me, Vivian Obiageli Denchukwu (notary), personally appeared WILLIAM H. NEVIN, JR, ASSISTANT SECRETARY, AMERICAN TOWER MANAGEMENT, INC., 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 corporation.



(official notarial seal)

WITNESS my hand and official seal.

Vivian Obiageli Denchukwu


 NOTARY PUBLIC

This Notary is attached to that certain Easement Agreement dated April 10, 2001

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

to the Agreement dated February 7, 2000, by and between Emma C. Achleithner, as Landlord, and American Tower L.P., a Delaware limited partnership, as Tenant.

Assessors Parcel Number: R-3708-02400-00200-000

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

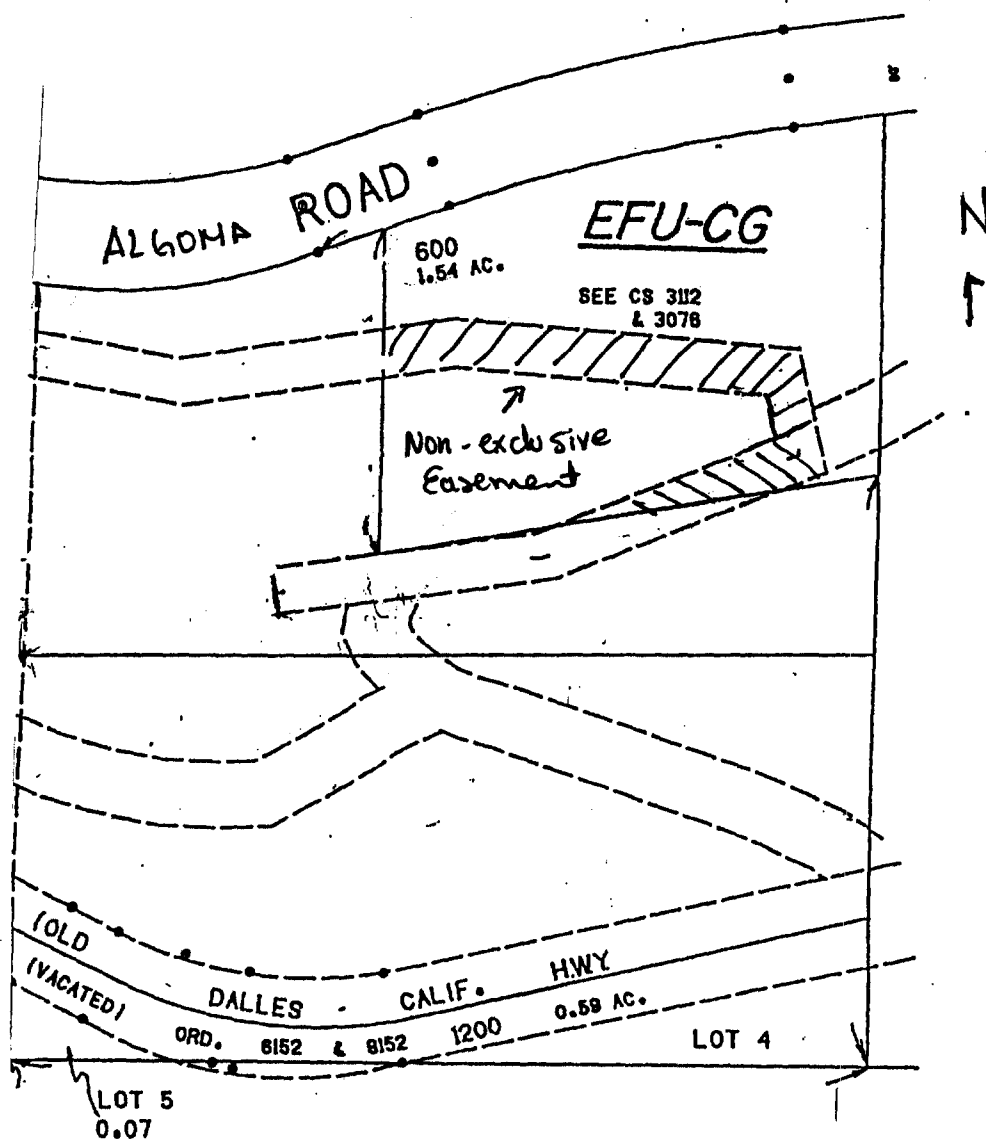
A parcel of land 100' x 100' to be used for the placement of tower and associated equipment, located on the following described property:

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 B
DESCRIPTION OF LAND OWNED BY GRANTOR

A NON-EXCLUSIVE EASEMENT FOR USE FOR UTILITIES, INGRESS AND EGRESS ON AN EXISTING ROAD ALONG AN APPROXIMATELY 30 FOOT STRIP OF LAND, WITH ADDITIONAL WIDTH AS REQUIRED FOR ACCOMMODATION AND PROTECTION OF CUTS, FILLS, TURNOUTS, AND CURVES AT THE ANGLE POINTS, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND; BEING A PORTION OF LAND OWNED BY GREG CASASSA FOUND AS A PARCEL IN VOL M94 PAGE 31347, KLAMATH COUNTY, OREGON DEED RECORDS, AND DESCRIBED THEREIN AS SITUATED IN THE SW ¼ OF THE SE ¼ OF SECTION 13, TOWNSHIP 37 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN.

EXHIBIT C
DESCRIPTION OF THE NON-EXCLUSIVE EASEMENT



State of Oregon, County of Klamath
Recorded 06/05/01, at 9:56 a.m.
In Vol. M01 Page 26256
Linda Smith,
County Clerk Fee \$ 51⁰⁰