

RIGHT-OF-WAY EASEMENT AND AGREEMENT

McAuliffe Ranches, Inc., an Oregon corporation, hereinafter referred to as Grantor, hereby grant(s) to TELEPHONE UTILITIES OF EASTERN OREGON, INC., dba PTI Communications, its successors and assigns, hereinafter referred to as the Company, the right to bury and maintain underground telephone facilities, together with all necessary wires and fixtures incidental thereto, under and across that real property situated in Klamath County, Oregon and more particularly described as follows:

Those portions of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 5 and of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 8, T.33S., R.7 $\frac{1}{2}$ E., W.M. which lie Southwest of the Crater Lake Highway, as the right-of-way of said Crater Lake Highway is described in that Warranty Deed recorded February 13, 1991 in Book M91 of Deeds at Page 2612 of Klamath County Records.

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

It is agreed that the Company, its successors and assigns, shall have access to said premises for the purposes stated and shall be responsible for any damage to said premises, including damage to growing crops, caused by the Company's exercise of the rights granted herein. Said property shall be restored, as nearly as reasonably possible to prior condition in a workmanlike manner.

All facilities authorized hereunder shall be placed to a minimum depth of twenty-four (24) inches below ground surface except 1) where obstruction such as severe rock outcropping causes this requirement to be unreasonable, in which case said facilities shall be placed to a depth which, as nearly as is reasonably possible, approaches the otherwise applicable minimum depth stated above; and, 2) facilities placed within the fenced Crater Lake Highway corridor, as it exists on the date of this grant.

Grantor reserves the right to use the above described property for any purpose not inconsistent with the rights granted herein and shall not be responsible for damage to the Company's underground facilities placed hereunder resulting from normal farming operations of the Grantor on the above described property, wilful and intentional damages excepted.

In consideration of the rights herein granted, the Company agrees that, within a reasonable time following the completion of construction of the Company's facilities authorized hereunder, the Company, or a representative thereof, shall present to Grantor a "Telephone Line Right-of-Way Easement and Release" in favor of the Company. Said Telephone Line Right-of-Way Easement and Release shall specify the location of a ten (10) foot wide 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 Telephone 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 Telephone Line Right-of-Way Easement and Release shall promptly be executed by the Company 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 "Telephone Line Right-of-Way Easement and Release" within thirty (30) days following receipt thereof, all rights granted in this Easement and Agreement shall continue to the benefit of the Company in perpetuity.

Dated: 7-18-91

McAuliffe Ranches, Inc.,

by: John P. McAuliffe
Title: Secretary

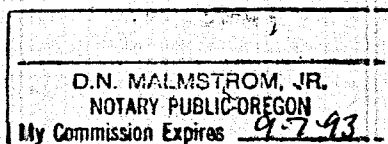
Telephone Utilities of Eastern
Oregon, Inc., dba PTI
Communications,

by: Jon C. Erickson
Title: VICE PRESIDENT

STATE OF OREGON)
) ss.
 COUNTY OF KLAMATH)

BE IT REMEMBERED, That on this 18th day of July, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John P. McAuliffe of MC AULIFFE RANCHES, INC., the corporation that executed the within instrument 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.

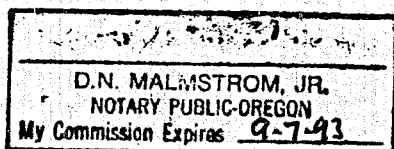


D.N. Malmstrom, Jr.
 Notary Public in and for the State of OREGON
 My Commission expires: 9-7-93

STATE OF OREGON)
) ss.
 COUNTY OF LINN)

BE IT REMEMBERED, That on this 5th day of September, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stan C. Erickson of TELEPHONE UTILITIES OF EASTERN OREGON, INC., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same doing business as PTI Communications.

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

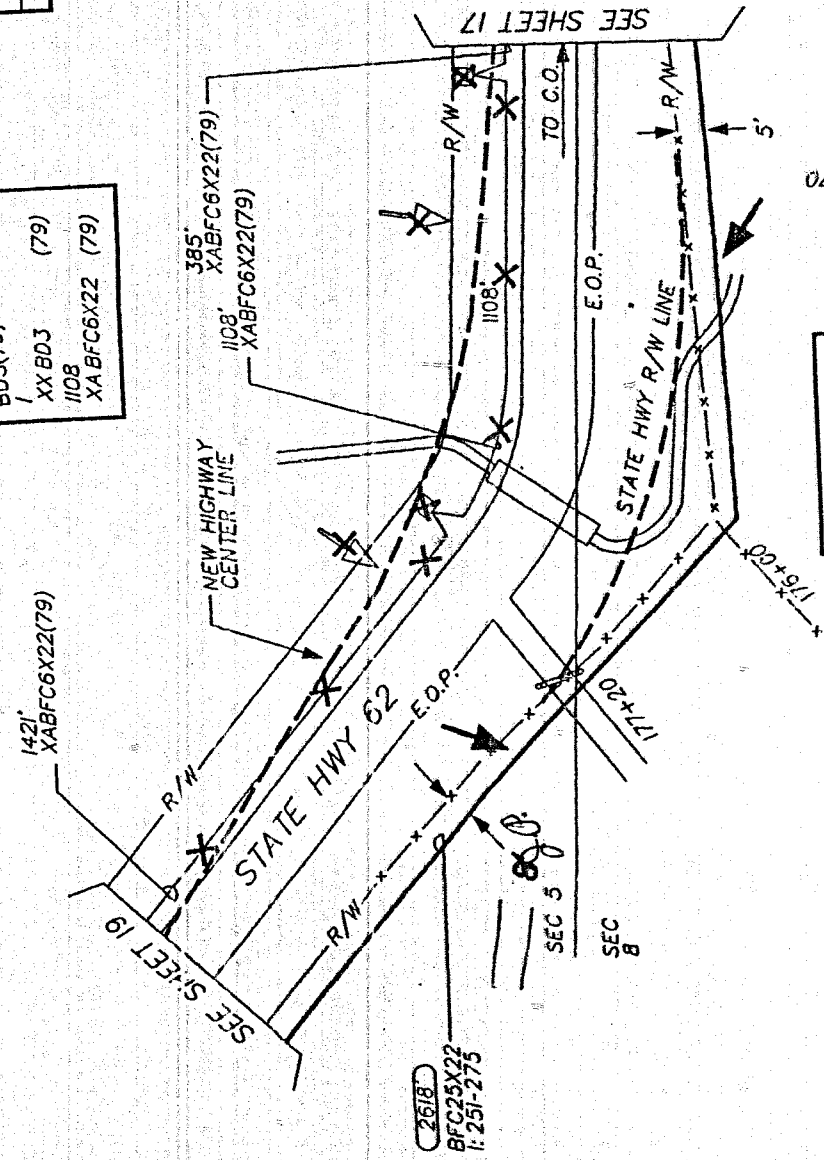


D.N. Malmstrom, Jr.
 Notary Public in and for the State of OREGON
 My Commission expires: 9-7-93

06-07-1991 Unit Summary Drawing=9150218		
Units Actl.	Yr ST Unit Description	Taxdist
2	A BM53	
1493	79 XA BFC6X22	218008
2	79 XX BD3	218008
2	79 XX BM53	218008

(A28)
052050
BD3(79)
1 XX BD3 (79)
1108
XA BFC6X22 (79)

(A27)
054050
BD3(79)
1 XX BD3 (79)
385
XA BFC6X22 (79)
2 XX BM53 (79)



RECEIVED
JUN 20 1991

Known utility lines are shown
in approximate locations only.
All exact locations to be
determined by the contractor
during construction.

Title: FTKL HWY 62 REALIGNMENT			
W.O. R91502	ACAD: 9150218		
Ex: 2506	CLR: 1584-390-4		
Cnty: KLAMATH	Twn: 33S		
Staked: R CAMPBELL	Rng: 7.5E		
Posted: RLC 5/14/91	Sec: 8.5		
Sht 18 of 33	Iss. 1		Proj: PR1506

(2) BM53

Title: FTKL HWY 62 REALIGNMENT	
W.O. 91502	ACAD: 9150219
Ex: 2506	CLR: 1584-390-4
Cnty: KLAMATH	Twn: 33S
Staked: R CAMPBELL	Rng: 7.5E
Posted: RLC 5/14/91	Sec: 6
Sht 19 of 33	Proj: PR1506

