

MICROWAVE BEAM PATH EASEMENT AND AGREEMENT

For and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, EARNEST L. EVANS and ~~MARGARET J. EVANS~~, hereinafter referred to as "GRANTORS", do hereby grant to TELEPHONE UTILITIES OF EASTERN OREGON, INC. DBA PTI COMMUNICATIONS, its successors and assigns, hereinafter referred to as "TU", a perpetual microwave beam path easement and the right to clear and keep cleared all trees and other obstructions which rise to an elevation of forty (40) feet or more above ground level, the clearing of which may be necessary and convenient for the purpose of initiating and maintaining microwave transmissions over and across those lands of GRANTORS, situated in Klamath County, State of Oregon, described as follows:

A strip of land twenty (20) feet in width situated in a parcel of land situated in Section 34, T.34S., R.7E., W.M., said parcel being more particularly described in that Warranty Deed recorded in Book M84 of Deeds at Page 12517 of Klamath County Records, the centerline of said strip of land to be contiguous to the centerline traverse of the microwave transmissions first placed into continuous use over said parcel by TU.

It is agreed that TU shall have access to said described property for the purposes stated and shall be responsible for any damage to said lands of GRANTORS caused directly by its exercise of the rights herein granted, including reimbursement to GRANTORS for the stumpage value of any and all merchantable timber cleared by TU. All trees or other obstructions cleared by TU under the terms of this Microwave Beam Path Easement and Agreement shall be removed from the lands of GRANTORS by TU, leaving said lands of GRANTORS in a neat and orderly condition.

GRANTORS covenant and warrant that said described property is free and clear from all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record and the following:

TU shall assume full responsibility to acquire and maintain, at its sole expense, any and all permits or other regulatory authorizations required for its exercise of the rights herein granted.

TU hereby agrees that, within a reasonable time following establishment of a continuous microwave beam path over the above described lands of GRANTORS, TU, or a representative thereof, shall present to GRANTORS a "Microwave Beam Path Easement and Release". Said Microwave Beam Path Easement and Release shall incorporate the above terms and conditions of this Microwave Beam Path Easement and Agreement and shall specify the location of a twenty (20) foot wide easement area centered on the actual bearing of the microwave transmissions established by TU over the above described lands of GRANTORS, said bearing to be ascertained by TU and stated in the Microwave Beam Path Easement and Release to be presented to GRANTORS. GRANTORS shall have the option to replace this Microwave Beam Path Easement and Agreement by executing said Microwave Beam Path Easement and Release, in a duly recordable form, and returning said document to TU or its representative within thirty (30) days following receipt thereof. In the

MICROWAVE BEAM PATH EASEMENT AND AGREEMENT - PAGE 1

Return: Affiliated Land Services
P.O. Box 17035
Salem, Or. 97305

event that GRANTORS shall, for any reason, fail to duly execute and return said Microwave Beam Path Easement and Release within thirty (30) days following receipt thereof, all rights granted in this Microwave Beam Path Easement and Agreement shall continue to the benefit of TU in perpetuity.

15406

Dated: 6-8-92

Ernest L. Evans
Ernest L. Evans

Telephone Utilities of Eastern
Oregon, Inc. dba PTI Communications

by: H. H. H. H.

Title: Vice President

Margaret J. Evans
Margaret J. Evans

STATE OF Calif.

COUNTY OF Keen

ss.

BE IT REMEMBERED, That on this 24th day of June, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ernest Evans

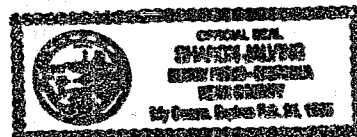
the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Sharon Solving
Notary Public in and for the State of California
My Commission expires: Feb. 24, 1995

STATE OF OREGON

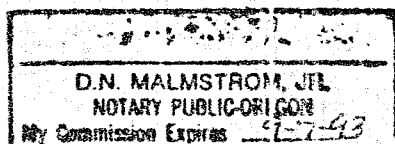
COUNTY OF Linn

ss.



BE IT REMEMBERED, That on this 17th day of June, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. H. H. Weinman the person who signed as Vice President of Telephone Utilities of Eastern Oregon, Inc., the corporation that executed the within instrument doing business as PTI Communications, 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: 7-7-93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 14th day of July A.D. 19 92 at 10:36 o'clock A M., and duly recorded in Vol. M92 of Deeds on Page 15405

FEE \$15.00

Evelyn Biehn County Clerk

By D. Malmstrom