

RIGHT FOR ROAD USE AGREEMENT

Carl Rajnus, George Rajnus, Donald Rajnus, and Virginia Rajnus, hereinafter referred to as "Grantor", hereby grants to PacificCorp, doing business as Pacific Power & Light Company, an Oregon corporation, its successors and assigns, hereinafter referred to as Pacific, the right to use, improve, maintain and repair an existing road, as necessary, for the construction, operation, and maintenance of a communications site on "Beth's Butte", said road being over, across and upon Grantor's real property situated in Klamath County, Oregon. Said road is located approximately as depicted on the plat marked "EXHIBIT A", and the road centerline legal description marked "EXHIBIT B", attached hereto and by reference made a part hereof.

SUBJECT TO AND UPON the following terms and conditions:

1. This agreement shall be in force for a period of 30 years, beginning on the date of execution.
2. Grantee shall pay Grantor, in advance, \$1200 per year during the term of this agreement.
3. This agreement is for road use only. No other use of this Grantor's property shall be allowed.
4. During the period in which the road is being used to facilitate the construction of the communication site, Pacific shall maintain the subject road, at Pacific's own expense.
5. Pacific will at all times close and lock the gates of Grantor when using the subject road.
6. Grantor shall have the right to install or retain roadway locking facilities across the roadway; however, in cases where a lock is installed, Pacific shall be supplied with a key to such lock.
7. Pacific shall indemnify and hold harmless Grantor against and from any damage to grantor's property and from claims, actions, suits, or demands for injury to any person or damage to any property caused by or arising out of Pacific's use of said road except such as may be caused by the negligence of Grantor.
8. Wherever in this agreement, notice is provided or required to be given by one party to another, such notice shall be given in writing and transmitted by United States mail or personal delivery to Pacific at its offices at 920 S.W. 6th Avenue, Portland Oregon, 97204, Attention: Right-of-Way Department, or to Grantor at P. O. Box 470, Malin, Oregon 97623, as the case may be, or such other address or any party hereto may, from time to time, be designated for that purpose.
9. During the term of this agreement or extension thereof, Pacific may terminate said road use agreement without cause, upon a one year written notice which shall be given to Grantor.

Return: Gillespie, Prudhon & Associates, Inc.
15668 SE 114th St. #205
Clackamas, Or. 97015-9032

17945

10. All provisions of this Road Use Agreement shall be binding, extend to, and inure to the benefit of the successors and assigns of the parties hereto.

11. This road use agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements, if any.

IN WITNESS WHEREOF, the parties hereto have executed this road use agreement the day and year first hereinafter written.

Dated this 24 day of July, 1992.

GRANTOR

Carl Rajnus

Carl Rajnus

Virginia Rajnus

Virginia Rajnus

George Rajnus

George Rajnus

Donald Rajnus

Donald Rajnus

GRANTEE

PacifiCorp, doing business as
PACIFIC POWER & LIGHT COMPANY

By: [Signature]

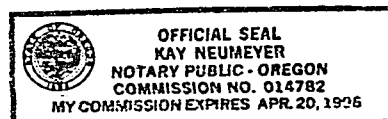
Title: Vice President

CLACKAMAS, OR 97015-6035
18643 SE 114TH STREET, SUITE 202
GILLESPIE, PRUDHON & ASSOCIATES, INC.
AFTER RECORDING SEND TO:

State of Oregon)
)
 County of Klamath)

On this 24th day of July, 1992, personally appeared before me Carl Rajnus, Virginia Rajnus, Donald Rajnus, and George Rajnus, who acknowledged the foregoing instrument to be his voluntary act and deed.

SEAL

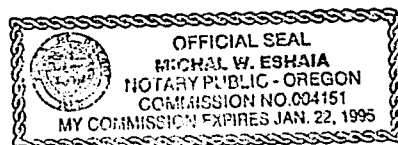


Kay Neumeier
 Notary Public for the State of Oregon
 My Commission Expires: April 20, 1996

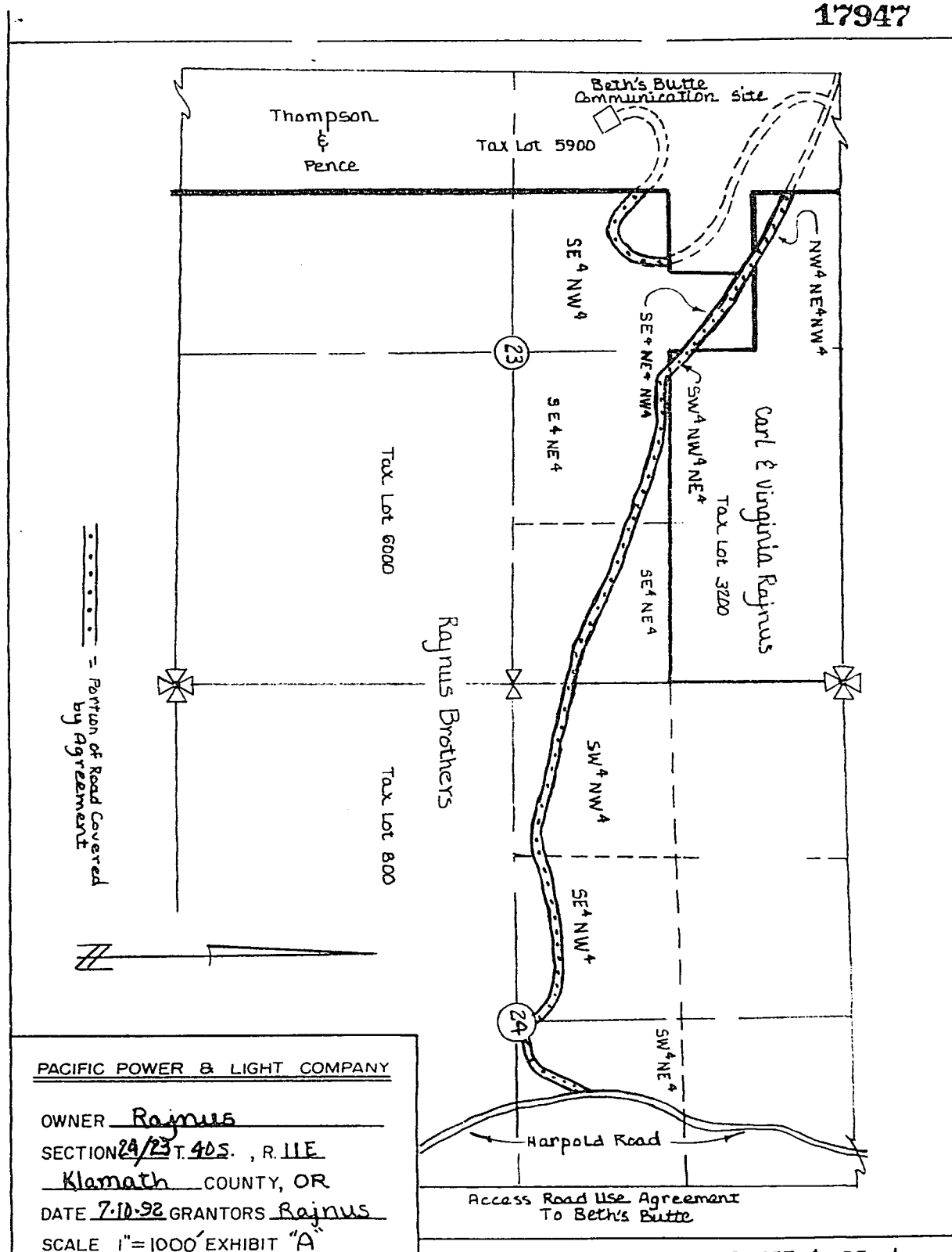
STATE OF OREGON)
)
 County of Multnomah)

The foregoing instrument was acknowledged before me this 5 day of AUGUST, 1992, by LEE D. WHISLOGEL a Vice-President of PACIFICORP, a corporation doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.

SEAL



Michael W. Eshaia
 Notary Public for Oregon
 My Commission Expires: 1-22-95



ROAD USE AGREEMENT FOR EXISTING ROAD

LEGAL DESCRIPTION

Property Owner: Rajnus Brothers
 Star Route, Box 68
 Malin, OR 97632

Road Use Agreement for the existing road, 20 feet in width, lying 10 feet on either side of the following described centerline, crossing the SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24, and the S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23, T. 40 S., R. 11 E., WM, Klamath County, Oregon;

Beginning at a point in the center of Harpold County Road No. 1097, said point being North 513.63 feet and East 3268.02 feet from the West $\frac{1}{4}$ corner of said Section 24; thence South 63°10'18" West 62.7 feet; thence South 18°08'33" West 77.51 feet; thence South 28°14'15" West 244.73 feet; thence South 34°41'54" West 136.11 feet; thence South 52°50'36" West 83.73 feet; thence South 89°16'06" West 70.19 feet; thence North 61°13'09" West 91.27 feet; thence North 46°57'18" West 170.59 feet; thence North 65°54'24" West 206.58 feet; thence South 86°51'12" West 176.52 feet; thence North 88°44'54" West 173.66 feet; thence South 84°42'00" West 139.27 feet; thence South 87°32'36" West 218.26 feet; thence South 75°49'48" West 236.03 feet; thence South 68°25'45" West 174.08 feet; thence South 78°33'39" West 114.73 feet; thence South 87°37'30" West 119.36 feet; thence North 78°37'48" West 113.54 feet; thence North 71°03'39" West 307.67 feet; thence North 77°41'03" West 307.56 feet; thence North 74°26'39" West 225.67 feet; thence North 79°19'33" West 221.23 feet to the intersection with the west line of section 24 said point being North 00°19'32" West along the West line of said Section 24, a distance of 389.13 feet from the West $\frac{1}{4}$ corner, Subject to County Road Right-of-Way, Tax Lot 800;

thence continuing said centerline from the said same point of intersection on the East line of Section 23, North 79°19'33" West 257.18 feet; thence North 69°17'03" West 179.11 feet; thence North 59°07'42" West 180.07 feet; thence North 65°26'36" West 489.47 feet; thence North 86°19'24" West 195.75 feet; thence North 70°12'03" West 433.38 feet; thence North 66°25'09" West 345.51 feet; thence North 79°50'45" West 101.22 feet; thence South 80°23'09" West 218.82 feet; thence North 84°21'51" West 159.19 feet; thence North 39°42'21" West 136.00 feet; thence North 34°04'33" West 142.55 feet to the intersection of the North line of the S $\frac{1}{2}$ NE $\frac{1}{4}$, said point of intersection being South 89°31'05" East 68.09 feet from the Northwest corner of the said S $\frac{1}{2}$ NE $\frac{1}{4}$, also beginning at a point on the east line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 23, said point being North 00°00'16" West 86.17 feet from the Southeast corner of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence continuing said centerline North 39°22'48" West 19.62 feet; thence North 44°06'18" West 158.51 feet; thence North 53°23'27" West 134.87 feet; thence North 73°07'42" West 180.83 feet; thence North 55°42'36" West 253.62; thence North 63°12'45" West 50.03 feet to the intersection with the West line of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said point of intersection being South 00°06'25" East 148.61 feet from the Northwest corner of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;

EXHIBIT "B"

Exhibit "B",
page 2.

AFTER RECORDING SEND TO:
GILLESPIE, PRUDHON & ASSOCIATES, INC.
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also beginning at a point on the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 23, said point being South 89°41'03" East 370.59 feet from the Northwest corner of the said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence continuing said centerline South 27°56'18" East 37.76 feet; thence South 09°51'42" East 67.65 feet; thence South 00°02'23" East 74.62 feet; thence South 17°58'04 West 86.97 feet; thence South 23°59'22" West 80.81 feet; thence South 28°03'37" West 104.78 feet; thence South 59°43'22" West 60.68 feet; thence South 87°28'22" West 109.55 feet; North 52°23'53" West 57.33 feet; thence North 71°33'44" West 57.97 feet; thence South 82°37'52" West 27.41 feet to the intersection of the West line of the said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and terminus of this agreement, said point of terminus being South 00°12'32" East 411.32 feet from the Northwest corner of the said SE $\frac{1}{4}$ NW $\frac{1}{4}$, Tax lot 6000.

Property Owner: Carl & Virginia Rajnus
P. O. Box 407
Malin, OR 97623

Road Use Agreement for the existing road, 20 feet in width, lying 10 feet on either side of the following described centerline over and across a portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 23, T. 40 S., R. 11 E., W.M., Klamath County, Oregon, being more particularly described as follows;

Commencing at the Southwest corner of the said N $\frac{1}{2}$ NE $\frac{1}{4}$; thence South 89°31'05" East along the South line of the said N $\frac{1}{2}$ NE $\frac{1}{4}$ 68.09 feet to the true point of beginning of this agreement; thence North 34°04'33" West 26.00 feet; thence North 39°22'48" West 84.36 feet to the intersection of the West line of the said N $\frac{1}{2}$ NE $\frac{1}{4}$ said point of intersection being North 00°00'16" West 86.17 feet from the Southwest corner of the said N $\frac{1}{2}$ NE $\frac{1}{4}$; also beginning on the South line of the said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, said point being North 89°31'48" West 216.48 feet from the Southeast corner of the said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence continuing said centerline North 53°27'24" West 16.21 feet; thence North 71°14'36 West 98.62 feet; thence North 59°54'21" West 172.41 feet; thence North 64°44'00" West 162.73 feet; thence North 54°37'06" West 49.20 feet to the intersection with the West line of the said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ and terminus of this agreement, said point being North 00°12'32" West 222.14 feet from the Southwest corner of the said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; Tax Lot 3200.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Gillespie, Prudhon & Associates the 12th day of Aug. A.D., 19 92 at 11:11 o'clock A.M., and duly recorded in Vol. M92 of Deeds on Page 17944.

Evelyn Biehn County Clerk

FEE \$55.00

By Pauline Mulder