WHEREAS the United States of America, hereinafter called the Grantor, has an interest in the real property hereinafter described by virtue of a right-of-way WHEREAS the United States of America, hereinafter called the Grantor, has an easement deed dated May 17. 1979 and recorded in the records of Klamath County interest in the real property hereinafter described by virtue of a right-of-way easement deed dated May 17, 1979 and recorded in the records of Klamath County traverses the following described real property in the County of Klamath. State Oregon the 6th day of August, 1979 in Volume M79, Page 18687, and which easement of Oregon to wit:

Section 1, Lot 3, SE1/4NW1/4

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WHEREAS, Telephone Utilities of Eastern Oregon, Inc., hereinafter called the cannot be and maintain an underground telephone WHEREAS, Telephone Utilities of Eastern Uregon, Inc., hereinatter called the Grantee, has need to install, operate, and maintain an underground telephone cable and the necessary appurtenances thereto within the Grantor's easement. cable and the necessary appurtenances thereto within the Grantor's easement.

NOW THEREFORE, the Grantor consents to the installation, operation, and main-NOW THEKEFURE, the Grantor consents to the installation, operation, and mainthe following conditions:

- Installation will be in accordance with construction drawings submitted to
- The Grantee shall repair all damage to National Forest roads caused by the Grantee's acts or Omissions in exercise of the rights granted herein. The Grantee snall repair all damage to National Forest roads caused be Grantee's acts or omissions in exercise of the rights granted herein.
- In the event that future exercise of the Grantor's rights require relocation of the Grantee's improvements, such relocation will be done at the tion of the Grantee's improvements, such relocation will be done at the Grantee's expense.
- Grantee shall indemnify and hold harmless the Grantor against all claims or damage to life or property arising from Grantee's acts or liabilities for damage to life or property arising from Grantee's acts or one in the installation. Operation and maintenance of said telephone Omissions in the installation, operation, and maintenance of said telephone
- This Consent Agreement is issued on the condition that the Grantee has secured, or will secure, the consent of any nerson having claim to the This Consent Agreement is issued on the condition that the Grantee has secured, or will secure, the consent of any person having claim to the

IN WITNESS WHEREOF, the Grantor by its Regional Forester, Forest Service, has hased this instrument to be executed this

UNITED STATES OF AMERICA

JEFF M. SERMON Regional Forester

Forest Service

Department of Agriculture

STATE OF OREGON)
COUNTY OF Multrumids

On the day of March, 1983, before me, a Notary Public within and for said State, personally appeared Carlin B. Acchain the same person who executed the within and foregoing instrument for Jeff Sirmon, Regional Forester, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purpose herein mentioned and set forth, and I do hereby so certify.

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

a CULLIE

Notary Public in and for the State of

Residing at Partland

My commission expires 11-23-86

Return 40: H ff. hatal land Services, Inc. P.D. BOX 17035 Sorley DR 97305

STATE OF DIEDUN; COUNTY OF KLAMATH; ss.

Filed for record .

duly recorded in Vol. M83 , of Deeds on Page 5501

8.00

EVELYN BIEHN, County Clerk
By