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CONSENT TO ASSIGNMENT

* * * * *

COMES NOW SUBURBAN WATER CO. INC., an Oregon corporation and MICHAEL F. SCHMECK and BETTY A. SCHMECK, husband and wife, hereinafter jointly referred to as "Purchasers", and BUSTER W. OWENS hereinafter referred to as "Seller"; and in consideration of the mutual covenants and conditions contained with this Agreement hereby agree as follows.

1. CONSENT TO ASSIGNMENT. Seller hereby consents to Purchasers entry into an Operating Agreement, Option Agreement, and Sales Agreement between the CITY OF KLAMATH FALLS, a political subdivision of the State of Oregon and Purchasers, involving that certain business known as SUBURBAN WATER CO. and the assets thereto. Seller acknowledges copies of the Operating Agreement, Option Agreement and Sales Agreement have been made available for inspection and review.

2. CONSIDERATION. Purchasers covenant and agree to faithfully perform all terms, conditions and covenants remaining under the underlying Contract; including payment of all monthly installments when due; according to terms of the Contract. To the extent that there remains an unpaid balance due under the terms of the Contract between Purchasers and Sellers, Purchasers agree to pay, from each of the semi-annual option payments due from the CITY OF KLAMATH FALLS to Purchasers after the date of this Agreement, and any installment payment in purchase of the assets, not less than one-half thereof; to be applied to the outstanding balance due under the terms of the Contract to be credited as pre-paid monthly installments/^{principal and interest} and not as balloon payment. It is further provided

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that so long as Purchasers obligations under the Contract remain pre-paid that Purchasers shall not be required to pay monthly installments due under the terms of the pre-existing Contract.

3. INSTRUCTIONS TO ESCROW AGENT.

Seller agrees, concurrently with the tender of any pre-paid installments, and as a condition precedent to payment thereof to instruct South Valley State Bank, escrow agent of the nature and amount of the pre-payment, and to have the funds credited on a proportional basis to the amounts due by seller, if any, under the pre-existing obligations of seller.

4. INTEGRATION WITH EXISTING AGREEMENT. Except as specifically amended herein all the existing terms, conditions, covenants, warranties and representations of Purchasers and Sellers shall remain in full force and effect.

DATED this 6th day of April, 1983.

STATE OF OREGON)
 :ss
County of Klamath)

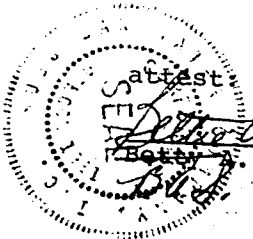
Betty A. Schmeck
BETTY A. SCHMECK
Michael F. Schmeck
MICHAEL F. SCHMECK

Personally appeared before me the above-named MICHAEL F. SCHMECK and BETTY A. SCHMECK and acknowledged the foregoing to be their voluntary act and deed.

Before me:

Debra R. [Signature]
NOTARY PUBLIC FOR OREGON
My Commission expires: 8/10/86

[Signature]
SUBURBAN WATER COMPANY INC.
By Michael F. Schmeck, President



Betty A. Schmeck
Betty A. Schmeck, Secretary

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STATE OF OREGON)
:ss
County of Klamath)

On this 6th day of April, 1983, before me appeared Michael Schmuck and Bette Schmuck both to me personally known, who being duly sworn, did say that he, the said Michael Schmuck is the President, and she, the said Bette Schmuck is the Secretary of SUBURBAN WATER COMPANY INC., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation and by authority of its Board of Directors and Michael Schmuck and Bette Schmuck acknowledge said instrument to be the free act and deed of said Corporation.

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

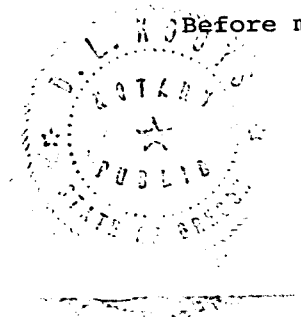
Deena R. Swafford
NOTARY PUBLIC FOR OREGON
My Commission expires 8/19/86

Buster W. Owens
BUSTER W. OWENS

STATE OF OREGON)
:ss
County of Klamath)

Personally appeared before me the above-named BUSTER W. OWENS and acknowledged the foregoing to be his voluntary act and deed.

Before me:



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission expires: 11-24-85

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

AFTER RECORDING, RETURN TO:

City of Klamath Falls /
P.O. Box 237
Klamath Falls, OR 97601

Attn: Donna

on this 29th day of April A.D. 19 83
at 10:59 o'clock A M, and duly
recorded in Vol. MS3 of Deeds
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EVELYN BIEHN, County Clerk
By Berntha H. H. H. Deputy

-3- Fee 12.00