

CONSENT AGREEMENT

WHEREAS the United States of America, hereinafter called the Government, has an interest in the real property hereinafter described by virtue of the following right-of-way easements: deeds dated 6 March 1964, and recorded 11 March 1964, in Volume 351, Page 484; dated 10 April 1964, and recorded 14 April 1964, in Volume 352 Page 304; dated 26 October 1964, and recorded 2 November 1964 in Volume 357, Page 313, in the records of Klamath County, Oregon, and which easements traverse the following described real property in the County of Klamath, State of Oregon to wit:

Government Lot 17, Section 28, Township 35 South, Range 7 East, W.M.
N2SW4SW4NW4, Section 27, Township 35, South, Range 7 East, W.M.
Government Lot 16, Section 28, Township 35 South, Range 7 East, W.M.

WHEREAS, Telephone Utilities of Eastern Oregon, Inc., hereinafter called the Corporation, has need to construct, operate, and maintain an underground telephone cable and the necessary appurtenances thereto within the Government's easement.

NOW THEREFORE, The Government consents to the construction, operation, and maintenance of said cable and appurtenances within the Government's easement, subject to the following conditions:

1. Construction will be in accordance with construction drawings submitted to and on file with the Government in Klamath Falls, Oregon.
2. The Corporation shall repair all damage to National Forest roads caused by the Corporation in the construction, operation, and maintenance of said cable and appurtenances.
3. This agreement is executed with the express understanding that should future location of Government's road require the relocation of the Corporation's cable and appurtenances, such relocation will be done by the Corporation at its expense within sixty (60) days following a written request to relocate.
4. The Corporation shall indemnify and hold harmless the Government against all claims or liabilities for damage to life or property arising from the Corporation's acts or omissions in the construction, operation, and maintenance of said telephone cable and appurtenances.
5. This Consent Agreement is issued on the condition that the Corporation has secured, or will secure, the consent of any person having claim to the land.

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IN WITNESS WHEREOF, Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

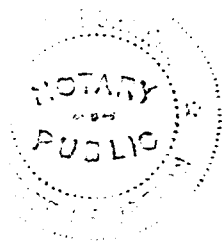
By Carlin B. Jackson
 CARLIN B. JACKSON
 Director of Lands
 Pacific Northwest Region
 Forest Service
 Department of Agriculture

ACKNOWLEDGMENT

STATE of Oregon)
) ss.
 COUNTY of Multnomah

On this 24th day of April, 1986, before me the undersigned a Notary Public within and for said State, personally appeared Carlin B. Jackson, Director of Lands, Pacific Northwest Region, Forest Service, the same person who executed the within and foregoing Instrument, who being by me duly sworn according to law, did say that he is the Director of Lands, Pacific Northwest Region, Forest Service, 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 purposes and consideration 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 last above written.



Don Jackson
 Notary Public for the State of Oregon
 Residing at Portland
 My Commission Expires 4/26/88

STATE OF OREGON,
 County of Klamath ss.

Filed for record at request of:

on this 25th day of June A.D., 19 86
 at 4:03 o'clock P M. and duly recorded
 in Vol. M86 of Deeds Page 11142
 Evelyn Biehn County Clerk
 By Don Smith
 Fee, \$9.00 Deputy.

Ret: Affiliated Land Services, Inc.
 Box 17035
 Salem, Ore 97305