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FREMONT-WINEMA NATIONAL FORESTS
BLY RANGER DISTRICT

CONSENT AGREEMENT

File Code: 5460 – Fremont-Winema National Forests' Supervisor's Office – Lakeview,
Oregon

Key Number for Easement File Location: T. 27 S., R. 11 E., WM., Key #7

Road Number: 3400335

WHEREAS, the United States of America, hereinafter called the Government, has an interest in the real property hereinafter described by virtue of right-of-way easement deed dated September 21, 1970 in Volume M71, Page 2951 in the records of Klamath County, Oregon and in Book 157, Page 481 in the records of Lake County, Oregon, and which easement traverses the following described real property in the County of Klamath, State of Oregon to wit:

T. 36 S., R. 15 E., WM.
Section 20, NW1/4NW1/4

WHEREAS, the Deming Creek Ranch (or its successors in interest), hereinafter called Deming Creek Ranch, has a need to install, operate, maintain, replace, and remove a wire fence within the Government's easement, subject to the following conditions:

1. Deming Creek Ranch shall repair all damage to the Forest Service road or its appurtenances caused by Deming Creek Ranch's installation, operation, maintenance, replacement, and removal of said wire fence.
2. This agreement is executed with the express understanding that should future reconstruction or maintenance of the Forest Service's road or appurtenances require the relocation of the wire fence, such relocation will be done by Deming Creek Ranch at their expense within sixty (60) days following a written request to relocate.
3. Deming Creek Ranch shall indemnify and hold harmless the Government against all claims or liabilities for damage to life or property arising from all acts or omissions in the installation, operation, maintenance, replacement, and removal of said wire fence.
4. Access outside of the Government's 66' wide easement, onto private land, is not included in this consent agreement. Permission from the landowner must be obtained before entering private land.

Consent Agreement
Deming Creek Ranch
Wire Fence on Road 3400335

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Returned to County
James Gardus

5. Stipulations:

The existing roadway width is adequate to construct the fence line along edge of the roadway, providing a minimum of 5 feet clearance from the edge of the traveled way and keeping the cattle off the fill slopes. Engineering recommendation is to install the fence at least 15' from centerline of existing traveled way, which would continue to serve the existing function of the road as-is.

Road maintenance activities (grading, dust abatement) should not impact the fence.

Snow removal may be allowed under permit from the Government. The snow plow permit holder would be responsible for the protection of the wire fence and maintenance or reconstruction needs if damaged by their snow plowing actions.

Deming Creek Ranch will be responsible for the fence maintenance, ensuring it does not fall within traveled way. If the fence or its posts fall within traveled way, Deming Creek Ranch will move fence structure to facilitate log or equipment hauling trucks and maintenance equipment (ie. road grader) and reconstruct it according to all stipulations in this agreement.

Deming Creek Ranch will arrange and pay to have this agreement recorded, in its entirety, with the Klamath and Lake County Clerks' offices. Deming Creek Ranch will provide the Government with the recording information from both clerks' offices.

6. Request: Within ten days after installation, the Government needs a photograph of the wire fence.

IN WITNESS WHEREOF, the Government, by the Forest Supervisor,
Fremont-Winema National Forests, Pacific Northwest Region, Forest Service,
Department of Agriculture, has caused this instrument to be executed this 20th day of
February, 2013.

UNITED STATES OF AMERICA

Lee G. Bowers

Lee G. Bowers, Acting for:
Fred Way
Forest Supervisor
Fremont - Winema National Forests
Pacific Northwest Region
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF Lake)

On this 20 day of February, 2013, before me the undersigned a Notary
Public, within and for said State, personally appeared Lee G. Bowers, Acting Forest
Supervisor, Fremont - Winema National Forests, Pacific Northwest Region, Forest
Service, Department of Agriculture, and that said instrument was signed on 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
therein mentioned and set forth, and I do hereby certify.

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

Monica Weidner

Notary Public in and for said
State of Oregon
Residing at Lakeview
My Commission expires June 12, 2014

