

75984

MTC 1396-1114

EASEMENT

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WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser", for and in consideration of the termination and quitclaim specified in Provision 11, hereinbelow, hereby grants and conveys to MIDSTATE ELECTRIC COOPERATIVE, INC., a corporation, herein called "Midstate", the right to operate, maintain, repair and replace its existing electric transmission line, herein called the "Line", over and across the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 27 North, Range 8 East, W.M., Klamath County, Oregon.

Subject as to said lands to all matters of public record, to all unrecorded permits, leases and licenses, if any, and to all matters which a prudent inspection of the premises would disclose.

Subject also to the following terms and conditions:

1. Weyerhaeuser, for itself, its successors and assigns, reserves the right to cross and recross the lands occupied by the Line on grade or otherwise, by any means, for any purpose and further reserves the right to use said lands for any purpose not inconsistent with the rights herein granted.
2. When replacing and/or maintaining the Line, Midstate shall:
 - (a) Do so in such manner as to not interfere with or prevent operations on Weyerhaeuser's land.
 - (b) Notify Weyerhaeuser's Klamath Falls, Oregon office and secure the consent and approval of Weyerhaeuser's Land Use Manager as to the time such work is to be conducted.
 - (c) Where mounted on poles, the Line shall not be hereafter lowered without the prior written consent of Weyerhaeuser.
 - (d) Where buried under ground, the location of the Line shall be clearly marked with intervisible signs showing the depth and location of the Line.
3. Midstate shall clean up or burn or otherwise dispose of all slashings and debris created by Midstate on Weyerhaeuser lands as soon as may be practicable and in such manner and at such times as are provided by law and approved by Weyerhaeuser.
4. Midstate shall at all times have the right of ingress to and egress from the Line over and across Weyerhaeuser's land for the purpose of exercising all of the rights herein granted.

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5. Midstate expressly releases Weyerhaeuser from any and all claims for damage to the improvements installed by Midstate, pursuant to the rights granted herein, arising from any operation of Weyerhaeuser on its said lands, provided, however, that in the conduct of any such operation, Weyerhaeuser shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release Weyerhaeuser from any claim for damage caused by its negligence.
6. Midstate shall reimburse Weyerhaeuser for any increases in taxes or assessments of any kind levied against Weyerhaeuser lands by reason of the Line or the use thereof or the easement herein granted.
7. Midstate shall be liable and hereby covenants to pay for all loss or damage to Weyerhaeuser's property which is caused by or results from any act or omission to act of Midstate in the operation, maintenance, repair or replacement of the Line.
8. Midstate hereby covenants and agrees to protect, indemnify and hold harmless Weyerhaeuser from all damages, claims, costs and liabilities which may in anywise come against Weyerhaeuser by reason of damage to property or injury to persons caused by or resulting from the operation, maintenance, repair or replacement of the Line.
9. The easement and rights hereby granted shall continue and be in force for such time as Midstate shall maintain the Line; provided, however, that when the Line had ceased to be used for a period of two (2) years all rights and interest of Midstate hereunder shall cease and terminate without notice, but Midstate shall, nevertheless, remain liable for all claims and damages arising hereunder.
10. All danger trees may be removed by Midstate upon giving notice to, receiving approval from, and making payment of the fair market value therefore to Weyerhaeuser.
11. For and in consideration of the rights hereinabove conveyed, Midstate hereby conveys and quitclaims its easement rights over and across the said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 31 held by virtue of that certain Special Use Permit, dated June 8, 1967, granted by the United States of America, acting through the Department of Agriculture, Forest Service.

EXECUTED, in duplicate, this 14th day of May, 1987.

MIDSTATE ELECTRIC COOPERATIVE, INC.

By: John L. Sims
Its: GENERAL MANAGER

Attest: Diana M. Lee
Its:

WEYERHAEUSER COMPANY

By: D. W. Wier
Its: Forest Land Use Manager

Attest: Robert H. Rogersen
Its: Assistant Secretary

STATE OF Oregon)
) ss.
COUNTY OF Deschutes)

On this 12th day of June, 1987, before me personally appeared John L. Sims and Diana M. Lee, to me known to be the General Manager and Office Manager, respectively, of MIDSTATE ELECTRIC COOPERATIVE, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Brenda D. Martin
Notary Public in and for the State of
Oregon, residing at La Pine
My Appointment expires: 4-14-91

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

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On this 17th day of April, 1987, before me personally appeared D. W. Wilbur and Robert N. Mogensen, to me known to be the Forest Land Use Manager and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



CW. Pienly
 Notary Public in and for the State of
 Washington, residing at Seattle
 My Appointment expires: March 20, 1988

Return:
 Midstate Electric
 P O Box 127
 La Pine, Oregon 97739
 attn: John Sims

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 22nd day
 of June A.D., 19 87 at 3:30 o'clock P M., and duly recorded in Vol. M87
 of Deeds on Page 10785.

FEE \$17.00

Evelyn Biehn,
 By Ann Smith

County Clerk