

CROWN PACIFIC, LTD.  
1627 NE Third Street  
Bend, Oregon 97701

## E A S E M E N T

IN CONSIDERATION of the sum of \$350.00, CROWN PACIFIC, LTD., hereinafter called "CROWN", hereby grants unto MIDSTATE ELECTRIC COOPERATIVE, INC., OF P. O. Box 127, LaPine, Oregon 97739, hereinafter called "CO-OP", and to its successors or assigns, the right to enter upon a 40-foot wide strip of land across those parcels of CROWN property listed below, located in the County of Klamath, State of Oregon, said strip of land to be located extending for 20 feet on either side of the center line of an electric transmission line to be constructed as indicated on the drawings attached to, and by this reference made a part of, this easement.

In Twp. 23 S, Rge. 9 E, Section 23, SE1/4SE1/4

In Twp. 23 S, Rge. 9 E, Section 24, NW1/4SW1/4 & SW1/4SW1/4

In Twp. 23 S, Rge. 9 E, Section 26, NE1/4NE1/4, SW1/4NE1/4, NW1/4SE1/4 & SE1/4SW1/4

In Twp. 23 S, Rge. 9 E, Section 34, NE1/4SE1/4 & SW1/4SE1/4

In Twp. 23 S, Rge. 9 E, Section 35, NE1/4NW1/4, NW1/4NW1/4 & SW1/4NW1/4

In Twp. 24 S, Rge. 9 E, Section 4, SE1/4NE1/4

In Twp. 24 S, Rge. 9 E, Section 9, NW1/4NW1/4

This easement right is granted to allow CO-OP to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above described lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as CO-OP may deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes or transformer enclosures; to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within 20 feet of the center line of said line or system, or that may otherwise interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control

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employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation, and for no other purpose.

CO-OP, by exercising any of the rights granted herein, agrees:

1. To cut any merchantable timber removed into standard log lengths, deliver the logs to a roadside location readily accessible to CROWN and notify CROWN of the availability and location of such merchantable logs on a timely basis.

2. To clear, collect and dispose of all unmerchantable vegetative material in conformance with all Federal, State and local laws, rules and regulations, defending CROWN against any claim of omission or commission arising from CO-OP's land clearing or construction activity.

3. To not interfere unnecessarily with CROWN's, or its contractors', licensees' or permittees', access to unimpaired use of its adjoining property.

4. To indemnify and defend CROWN from any loss, claim or liability arising from CO-OP's use of the easement. CO-OP assumes all risks that may occur from its use of the easement, CROWN makes no representation as to the condition of any portion of the premises.

5. To remove the electric transmission line now existing on an easement parallel to, and immediately west of the easement herein granted, as soon as practical after the newly constructed line is energized. Further, no later than December 31, 1991, to quit claim any interest in CROWN's property herein described except the easement interest created by this document.

CROWN agrees that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the CO-OP's expense shall remain the property of the CO-OP, removable at the option of the CO-OP.

Further, CROWN reserves to itself, its successors and assigns, the right to cross, recross and occupy the premises described herein for any use or purpose not in conflict with the rights granted herein.

The rights and privileges herein granted shall continue as long as used for the purpose granted, but if for a period of two (2) years the CO-OP shall abandon the use of the easement, then in such event, this easement shall automatically terminate, and all rights hereunder shall revert to the holder of the fee title to the land.

IN WITNESS WHEREOF, CROWN PACIFIC, LTD. has caused this instrument to be executed by its duly authorized officer on this 18th day of January, 1989.

CROWN PACIFIC, LTD.

BY Robert L. Frazier, Secretary

STATE OF OREGON, County of Multnomah:

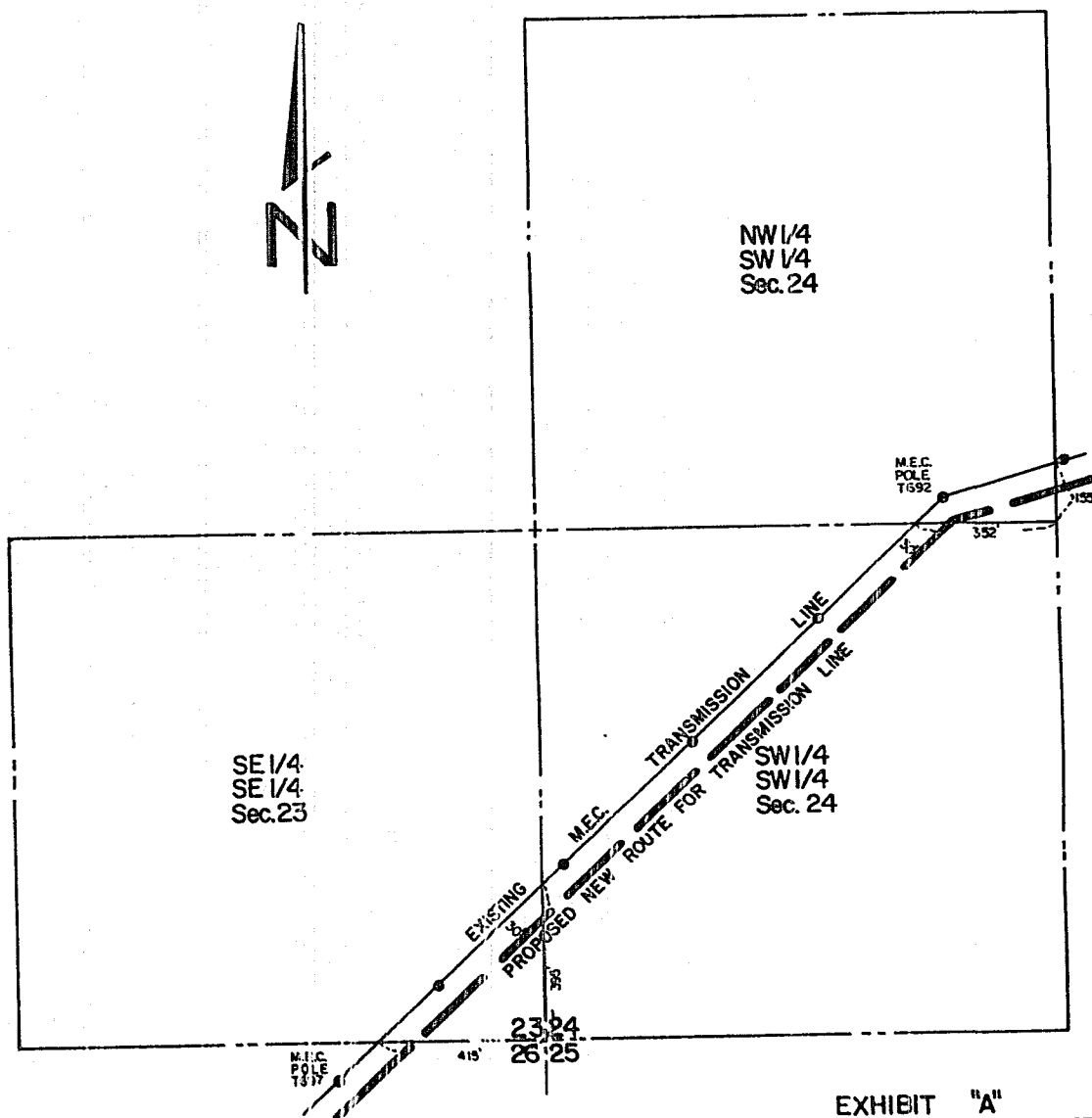
The foregoing instrument was acknowledged before me this 18th day of January, 1989, by Robert L. Frazier the Secretary of CROWN PACIFIC, LTD., on behalf of the Corporation.

John Jacobson  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 11/12/92

Return: Midstate Electric Coop.  
Darlene Martin  
P.O. Box 127  
LaPine, Or. 97739

Township 23 South, Range 9 East, Sections 23 & 24 Tax Lot 1600



SCALE: 1" = 400'

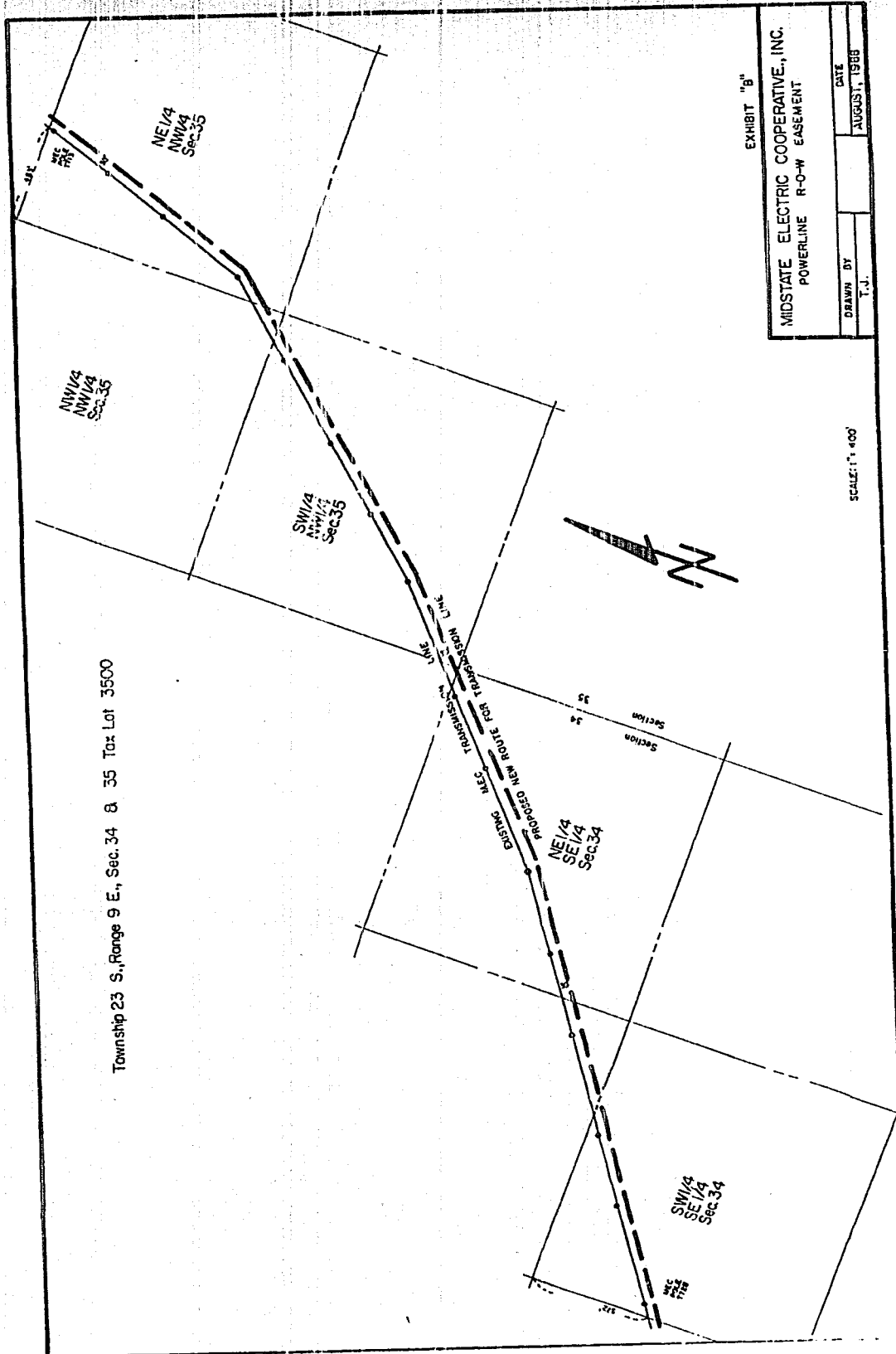
DRAWN BY

T.J.

DATE

JULY, 1988

Township 23 S., Range 9 E., Sec. 34 & 35 Tax Lot 3500



SECTION 26 T.23S. R.09E. W.M.  
KLAMATH COUNTY

1-400°

Township 23 South, Range 9 East, Sec. 26 Tax Lot 100

SEE MAP 23 09

MIDSTATE ELECTRIC COOPERATIVE, INC.  
POWERLINE R-O-W EASEMENT

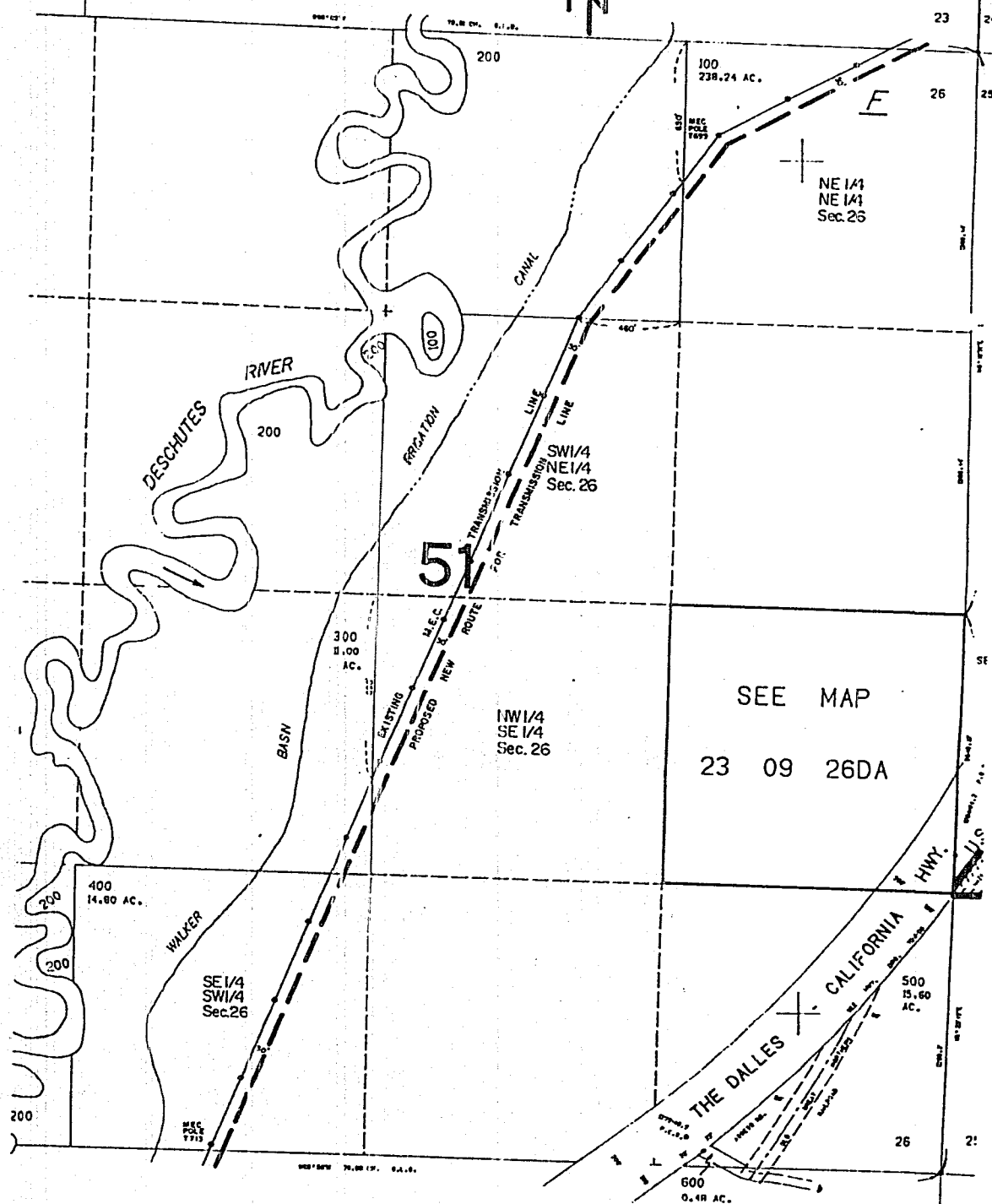
**DRAWN BY**

T.J.

DATE \_\_\_\_\_

AUGUST, 1988

EXHIBIT "C"



Township 24 South, Range 9 East  
Section 4, Tax Lot 600

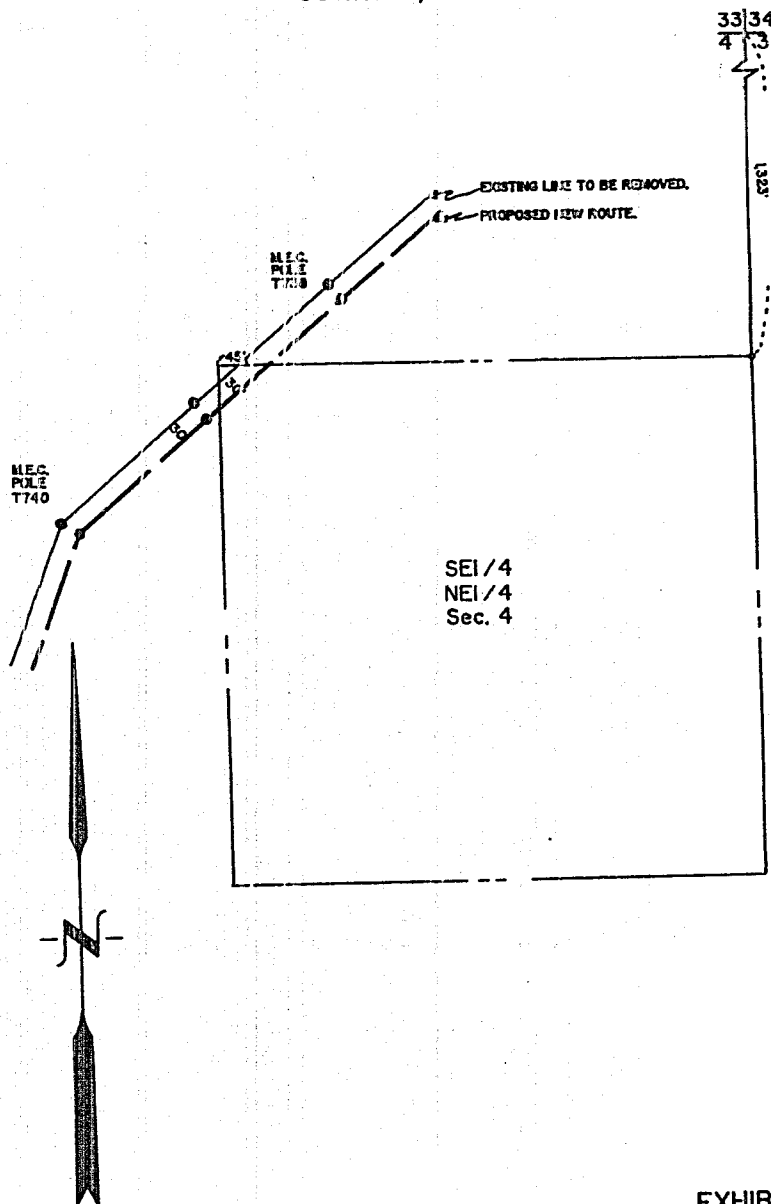


EXHIBIT "D"

MIDSTATE ELECTRIC COOPERATIVE, INC.  
POWERLINE R-O-W EASEMENT

DWN. BY, T.D.J.

DATE

12/21/88

Township 24 South, Range 9 East  
Section 9, Tax Lot 600

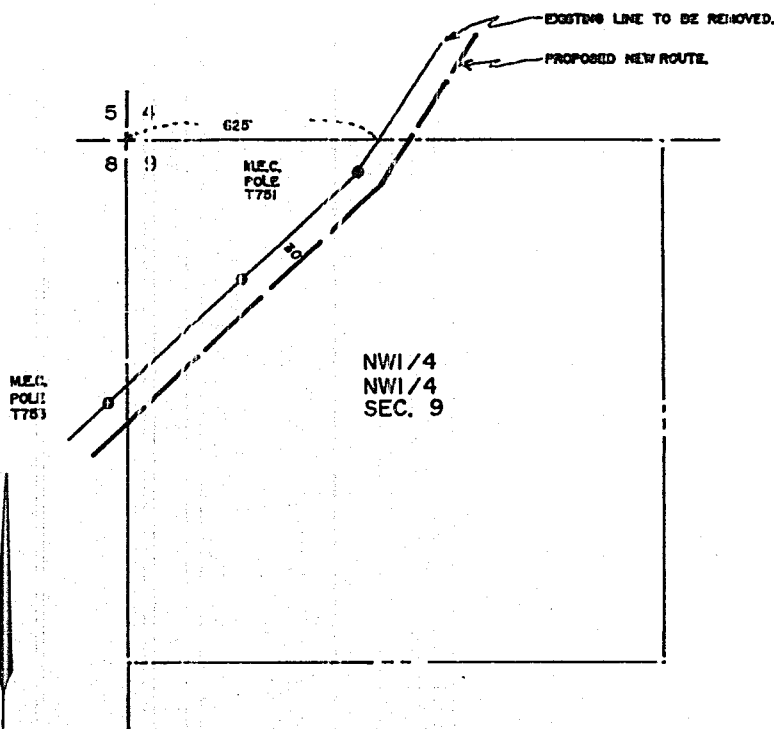


EXHIBIT "E"

MIDSTATE ELECTRIC COOPERATIVE, INC.  
POWERLINE R-O-W EASEMENT

DWN. BY, T.D.J.

DATE

12/21/88

SCALE 1" = 400'

OGDEN SURVEYING EQUIPMENT CO./ 101039

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Midstate Electric the 29th day  
of June A.D., 19 88 at 10:06 o'clock A.M., and duly recorded in Vol. M89  
of Deeds on Page 11682.

FEE \$43.00

Evelyn Biehn, County Clerk

By Pauline M. Anderson