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WO#940230

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Vol. 94 Page 29944

UNDERGROUND UTILITY EASEMENT

Contract #15-94-029

HANSON NATURAL RESOURCES COMPANY, A Delaware general partnership ("Grantor"), in consideration of the payment of \$N/A, the receipt of which is hereby acknowledged, does hereby, grant, sell and convey to **Midstate Electric Cooperative, Inc.**, a cooperative (hereinafter called the "Grantee") whose post office address is P.O. BOX 127, LaPine OR 97739, a permanent, assignable, non-exclusive easement (15) feet in width for the installation, operation and maintenance, repair, rebuilding of and essential services to the Powerline over and across the lands of the Grantor in the SE 1/4, Section 23, Township 31S, Range 07E, W.M., Klamath County, Oregon. A primary distribution line from a switch location, DK272, R15, SW1A, extending 600 feet South to a transformer location, A-1-B-3.

See Exhibit "A" plats attached hereto and made a part hereof.

Together with the right to use existing roads for access, ingress and egress upon, over, and across Grantor's lands to provide reasonable access to said property for installation, maintenance, repair, rebuilding, inspection of and essential services to the Powerline.

TERMS, CONDITIONS AND COVENANTS

The rights herein shall be subject to the following special conditions:

1. This easement shall be for the right to construct, operate and maintain a primary distribution line from a switch location, DK272, R15, SW1A, extending 600 feet South to a transformer location, A-1-B-3, on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, and substitutions and additions to its facilities as Grantor may from time to time 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, handholds, manholes, connection boxes, transformer enclosures; to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within five (5) feet of the center lines 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 employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use of occupancy of the lines, system or, if any said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.
2. Grantee shall obtain and pay for all permits and licenses, if any, required for the installation of the Powerline and associated improvements, and shall give all notices, pay all fees and comply with all law, ordinances, rules and regulations bearing upon this easement.

3. Grantee shall indemnify, save and hold harmless Grantor, its officers, employees, and agents, against any and all loss and liability which may result to Grantor from any negligent act of omission of Grantee, its officers, employees and agents, invitees or guests, in the exercise of rights granted hereunder.
4. Grantee shall pay grantor the reasonable amount of actual damages to crops, timber, livestock, fences, buildings, private roads and other improvements caused by it on said lands in the construction or reconstruction of Grantee's facilities or in the exercise of the right of ingress or egress.
5. In the event Grantee assigns its rights under this easement, it or its assignee shall notify Grantor in writing of such assignment within a reasonable time after the assignment is effective. For purposes of this easement, "Assignment" shall not include transfer of any part or all of the corporate shares of Grantee by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present control of Grantee.
6. Grantee shall use special care not to cut or damage any young growth or merchantable timber growing outside the easement area. No debris from the easement area shall be deposited outside easement area except as approved in writing by Grantor.
7. Grantee shall comply with all applicable laws, regulations, rules and orders relating to health, safety, noise, environmental protection, waste disposal, and water and air quality with respect to the use of the easement granted hereunder, and should Grantee cause or discharge, leak, spill, emit, or otherwise pollute the premises, Grantee shall be obligated to clean said premises to the satisfaction of any governmental body having jurisdiction thereover, and shall indemnify, hold harmless and defend Grantor against all liability, costs and expenses, fines, penalties, judgments, litigation costs and reasonable attorney's fees incurred by Grantor as the result of such discharge, leakage, spillage, emission or pollution by Grantee, Grantee does not assume any responsibility for any violation of or discharge, leakage, spillage, emission or pollution on the property which existed or occurred prior to Grantor's grant of this easement to Grantee nor for any discharge, leakage, spillage emission, pollution, liability, costs and expenses, fines, penalties, judgments, litigation costs or attorneys' fees not caused by Grantee or its officers, agents, employees, invitees or guests. Grantee shall not keep on or about the premises any substances now or hereafter designated as, or containing components now or hereafter designated as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance, now in existence or as maybe subsequently enacted or amended.
8. Grantor makes no warranty or guarantee of the stability, condition or trafficability of any portion of the easement area including roadways and shall not be responsible for conditions or changes resulting from normal, careful operating methods on its adjoining timberlands.
9. Should Grantee or a successor abandon all or any portion of the easement area for three (3) years, then the rights herein shall no longer apply to that portion or interest so abandoned, and all rights herein granted shall revert to Grantor without further action by Grantor.

10. Grantor shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantor shall not build or erect any structure or improvement, except roads and drainage structures, upon, over or under the Property without the prior written consent of Grantee. Prior notice to Grantee shall be given by Grantor when maintenance of existing roads, drainage structures or similar new work or excavation of any kind or for any purpose is scheduled in or adjacent to the easement area.
11. The Grantor warrants that it has marketable title to the Property and that Grantee may peaceably enjoy the rights and benefits of this easement.
12. All poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

The terms, conditions and covenants herein shall extend to and be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, parties hereto have caused this easement to be executed as of the day and year set forth below.

GRANTOR:

HANSON NATURAL RESOURCES COMPANY

By: David E. Harris
D. E. HARRIS
Vice President & Chief Financial Officer

Date: 8/9/94

GRANTEE:

MIDSTATE ELECTRIC COOPERATIVE, INC.

By: Glenn W. Dunning

Date: 8/23/94

29947

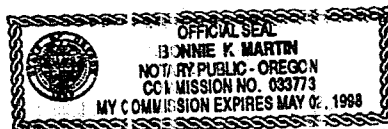
STATE OF OREGON)

) ss.

County of Multnomah)

This instrument was acknowledged before me on Aug. 9, 1994, by D.E. Harris, the Vice President and Chief Financial Officer of Hanson Natural Resources, a Delaware General partnership on behalf of the partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Bonnie K. Martin
Notary Public in and for the
State of Oregon
My commission expires :
5-2-98

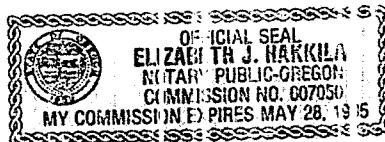
STATE OF OREGON)

) ss.

County of Klamath)

This instrument acknowledged before me on 8-23, 1994, by Glen W. Dunning, Board President of Midstate Electric Cooperative, Inc., a cooperative, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

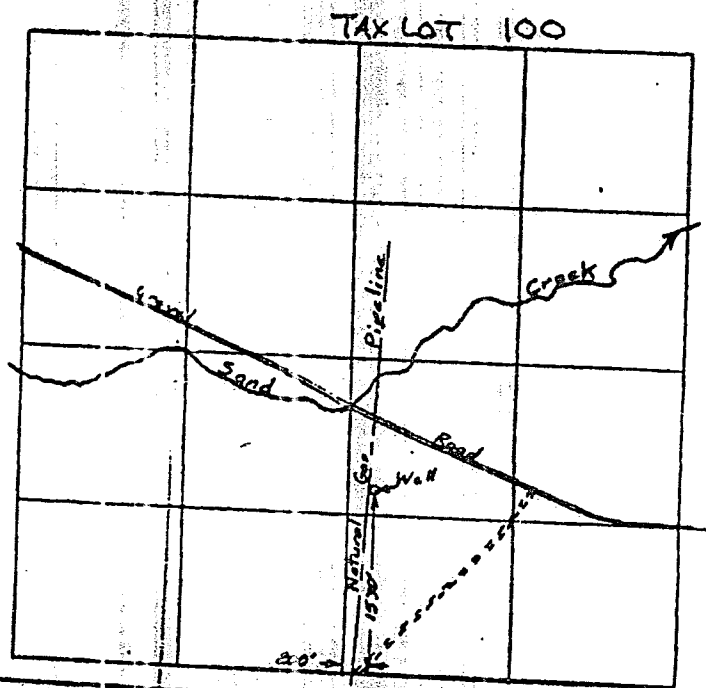
WITNESS my hand and official seal.



Elizabeth J. Harkila
Notary Public in and for the
State of Oregon
My commission expires:
May 28, 1995

TOWNSHIP 31 SOUTH, RANGE 7 EAST, W. M.
SECTION 23

29948



Scale 1" = 1320'

CAVENHAM FOREST INDUSTRIES

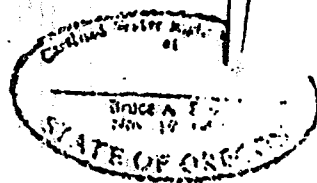


EXHIBIT "A"

This map is for the purpose of locating a water right only and has no intent to provide property line locations or legal dimensions.

UNDERGROUND

OREGON 39 KLAMATH
MIDSTATE ELECTRIC CO-OPERATIVE INC
P.O. BOX 127
LA PINE, OR 97739
503 536-2126

LOCATION San Diego SUBSTATION AREA _____
 WVO & RET. WVO 940230 JOB ORDER NO. 054710
 PORTION _____ SECTION _____ TWP. _____ RANGE _____
 PERL WIRES _____ SIZE _____ KIND _____ RULING SPAN _____

V. Arnold

29949

[illegible]

EXHIBIT A

29950

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of _____
of _____ Sept _____ A.D. 19 94 at 10:21 o'clock _____ the _____ 23rd day
of _____ Deeds _____ on Page 29944 in Vol. M94
FEE \$35.00

FEE \$35.00

On Page 29944
Evelyn Biehn County Clerk
By Pauline M. Biehn

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Approved

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