

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CROWN PACIFIC LIMITED PARTNERSHIP does hereby grant unto MIDSTATE ELECTRIC COOPERATIVE, INC., a cooperative (hereinafter called the "Cooperative") whose post office address is PO Box 127, LaPine, OR 97739, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the counties of Deschutes and Klamath, State of Oregon, and more particularly described as follows:

Portion:

- T.22S., R.10E., - Deschutes County
 Sec. 5, Lot 3 and 4
 Sec. 6, Lot 1 and 2
 a 30' easement
- T.23S., R.9E., - Klamath County
 Sec. 24, SE $\frac{1}{4}$ NE $\frac{1}{4}$
 Sec. 25, NE $\frac{1}{4}$ SE $\frac{1}{4}$
 a 30' easement
- T.24S., R.9E., - Klamath County
 Sec. 3, Lots 3 and 4
 a 30' easement
- T.25S., R.8E., - Klamath County
 Sec. 1, Lot 4 and SW $\frac{1}{4}$ NW $\frac{1}{4}$
 a 40' easement

This easement supersedes Special Use Permits issued by the U.S.D.A. Forest Service dated 3/3/1989, 9/20/1969 and 1/5/1976 and conveys the right to construct, operate and maintain an electric transmission line or system 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, substitutions and additions to its facilities as Cooperative 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, handholes, manholes, connection boxes, transformer enclosures; to cut trim and control the growth by machinery or otherwise of trees and shrubbery located within 15 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 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 related underground facilities, by other person, association or corporation. This easement is intended to cover facilities as already located and constructed on the ground.

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

The undersigned further stipulate that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever except those held by the following persons:

Dated this 27th, day of August, 1998

CROWN PACIFIC LIMITED PARTNERSHIP

By: W. Ray Jones
 W. Ray Jones, Executive Vice President of Resources

State of Oregon, County of Klamath
 Recorded 12/03/99, at 2:38 p.m.
 In Vol. M99 Page 47766
 Linda Smith,
 County Clerk Fee \$ 10⁰⁰

STATE OF OREGON)
) ss
 County of Deschutes)

The forgoing instrument was acknowledged before me this 27th day of August, 1998, By W. Ray Jones who is Executive Vice President of Resources for CROWN PACIFIC LIMITED PARTNERSHIP.



Janet L. Curtis-Roof
 Notary Public for Oregon
 My commission expires Mar. 19, 2002

Det. Midstate El
P.O. Box 127
LaPine, OR
97739