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EASEMENT

BROOKS-SCANLON, INC., a Delaware corporation, hereinafter called grantor, conveys to MID-STATE ELECTRIC CO-OPERATIVE, INC., an Oregon co-operative association, an easement 20 feet in width to locate, construct and maintain, patrol and repair an electric power transmission pole line over the following described real property situated in Klamath County, state of Oregon:

A strip of land twenty (20) feet in width, ten (10) feet on each side of a center line as located on the ground over and across the southeast quarter of the northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, Township 23 South, Range 9 East, Willamette Meridian, Klamath County, state of Oregon. Said center line being more particularly described as follows:

Beginning at a point in the right-of-way of the existing power transmission line of the Mid-State Electric Co-operative, Inc., said point being located approximately 345 feet due north and approximately 814 feet due west from the east one quarter section corner of said Section 26, thence 345 feet due south to the interception with the south boundary line of the southeast quarter of the northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 26.

SUBJECT TO THE FOLLOWING:

- (1) All merchantable saw timber and cordwood. Any merchantable timber cut shall be cut into commercial log lengths and delivered to grantor's log yard at Bend, Oregon at no cost to grantor.
- (2) All timber and tree growth less than saw timber and cordwood size. Grantee shall pay grantor the commercial going rate for any such timber or tree growth destroyed or damaged by grantee.
- (3) Grantee shall hold grantor free and harmless against any claims for damages to third parties that may arise out of grantee's exercising this easement.

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 BOND STREET
BEND, OREGON 97701

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- (4) Grantee shall hold grantor free and harmless against any claims for damages to grantee's transmission line and appurtenances and structures that may be caused by grantor's timber harvesting, timber growing, and land development activities.
- (5) The right to cross said right-of-way in any manner and use it for any purpose as long as compatible with the use for the purpose granted.
- (6) All road crossings now existing or to be constructed in the future shall be a minimum height of 40 feet above the center line of the road. If it is necessary that power poles and guy line anchors be located outside the 20-foot easement above granted, they can be so located upon grantee receiving written permission from grantor.
- (7) No power poles or guy line anchors shall be placed within 60 feet of the center line of any road now in existence or to be constructed in the future. If a road be constructed in the future the power poles or guy line anchors within the above described 60-foot area shall be moved at the expense of grantee.

The rights granted herein shall continue as long as used for the purpose granted, but if for a period of two (2) years grantee shall abandon the use, such rights shall automatically terminate.

The true and actual consideration for this conveyance is \$25.00.

DATED this 3rd day of March, 1970.

BROOKS-SCANLON, INC.,

By Jay Gruenfeld
Assistant Secretary-Treasurer

STATE OF OREGON)
County of Deschutes) ss.

March 9, 1970

Personally appeared JAY GRUENFELD, who being sworn, stated that he is the Assistant Secretary Treasurer of grantor

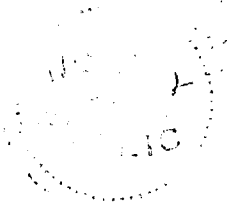
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corporation, that this easement was voluntarily signed and sealed on behalf of the corporation by authority of its Board of Directors. Before me:

Virgil J. Henkle

NOTARY PUBLIC FOR OREGON

My Commission Expires: My Commission Expires May 6, 2012



State of Oregon, County of Klamath

Recorded 05/03/01, at 8:17 a. m.

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Linda Smith,

County Clerk Fee \$ 31⁰⁰