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AFTER RECORDING  
MIDSTATE ELECTRIC COOPERATIVE  
P.O. BOX 127  
LA PINE, OR 97739

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TRANSMISSION LINE EASEMENT

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GILCHRIST TIMBER COMPANY, a Delaware corporation, hereinafter called "Gilchrist," for a valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to MIDSTATE ELECTRIC COOPERATIVE, INC., an Oregon corporation, hereinafter called "Midstate," its successors and assigns, the right to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, over and across

A strip of land in Klamath County, Oregon, being forty feet in width, parallel to ~~the~~<sup>their</sup> existing Power Line and to cross the S1/2 NE 1/4 of Sec 36, T 24 S, R 8 E, W. M., SE 1/4 SW 1/4, SW 1/4 SE 1/4, Sec 2; E 1/2 NW 1/4, SW 1/4 NW 1/4, W 1/2 SW 1/4, Sec 11; SW 1/4 SE 1/4, Sec 10; N 1/2 NW 1/4, Sec 15; S 1/2 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4, N 1/2 SW 1/4, SW 1/4 SW 1/4, Sec 16; SE 1/4 SE 1/4, Sec 17; NE 1/4 NE 1/4, Sec 20 of T 25 S, R 8 E, W. M.

Reserving, however, to Gilchrist for itself, its successor's and assigns, the right to cross the same with railroads, truck roads and all other ways and means customary in transporting forest products, also the right to freely pass over and across said strip of land by all necessary means and for any purposes incident to the ownership of adjacent lands, also the right to use the surface of the strip of land for ordinary agricultural operations, and, without lessening or limiting the meaning of the foregoing, the right to use said strip of land for all purposes not inconsistent with Midstate's use of the same.

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided, however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Gilchrist's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

As a condition of granting such transmission line easement, Midstate agrees that it will not lower any power transmission line and will not operate or maintain any appurtenance or appliance over and across said land which will interfere in any way with Gilchrist's use of its railroads, truck roads, and all other ways and means customary in the transportation of forest products. As a further condition of granting such transmission line easement, Midstate agrees that in the event Gilchrist, its successors and assigns, should hereafter construct any road over and across said land, whether railroad, truck road, logging road, dirt road, or other ways and means customary in transporting forest products, Midstate, upon request of Gilchrist, will move or change its power transmission lines, appurtenances and appliances, and Midstate will not thereafter lower any power transmission line and will not operate or maintain any appurtenance or appliance over and across said land which will interfere in any way with Gilchrist's use of such roads.

As a further condition of granting said transmission line easement, Midstate agrees to deliver, or to cause its contractors to deliver, in the mill pond of Gilchrist at Gilchrist, Oregon, all the merchantable timber on the right-of-way and danger tree area. Merchantable timber is defined as follows:

The merchantable timber will be plainly marked by Gilchrist's Forester so that the contractor will be able to understand just what trees are to be felled and delivered to the mill pond. In order to conserve timber, logs may be cut twelve feet and longer, up to thirty-two feet. All logs twenty feet and under should be cut five inches longer and all logs up to and including thirty-two foot logs should be cut ten inches longer. All logs shall be delivered Monday through Friday between the hours of 8:30 A. M. and 5:00 P. M.

All logs felled should be bucked so that the minimum top diameter is nine inches in a sixteen foot log.

Gilchrist agrees to render such assistance on the ground through Midstate's inspectors as is necessary to accurately determine the merchantable timber.

IN WITNESS WHEREOF, Gilchrist has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 20<sup>th</sup> day of SEPTEMBER, 1960.

GILCHRIST TIMBER COMPANY

By Frank A. Gilchrist  
President

Attest Wayne H. Ernst  
Secretary

STATE OF OREGON        )  
                              ) SS  
COUNTY OF KLAMATH )

SEPTEMBER 20,, 1960.

Personally appeared F. R. GILCHRIST, who, being duly sworn, did say that he is the president of GILCHRIST TIMBER COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

(SEAL)

J. W. Anding  
Notary Public for Oregon  
My commission expires:  
My Commission Expires Aug. 15, 1962

State of Oregon, County of Klamath  
Recorded 05/14/01, at 9:32 a m.  
In Vol. M01 Page 21889  
Linda Smith,  
County Clerk   Fee\$ 31<sup>00</sup>