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KNOW ALL MEN BY THESE PRESENTS: That St. Helens Pulp & Paper Company, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, in consideration of One Dollar, (\$1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant an easement unto MIDSTATE ELECTRIC COOPERATIVE, INC., a cooperative corporation, whose post office address is LaPine, Oregon, and to its successors and assigns with the right to enter upon the lands of the undersigned in Sections 28 and 33 T27S R8E, and Sections 4, 5, 8, 17, and 18, T28S, R8E, in Klamath County, Oregon, and to construct, operate, and maintain, inspect, reconstruct, repair, and replace an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten or endanger the operation and maintenance of said line or system over and upon the above described property.

The center line of the proposed route of the electric transmission or distribution line or system enters the property of Grantor at approximately 1575 feet east from the quarter corner common to Sections 28 and 29 T27S, R8E. The attached maps which become part of the right-of-way easement show the location of the right-of-way through the lands of the Grantor. There shall be no deviation in the location of the line from the location as shown on these maps.

The right-of-way hereby granted shall be for a width of thirty feet, fifteen feet on each side of the center line, and the Grantee shall have the right to cut and trim trees and shrubbery on this thirty feet right-of-way that may interfere with or threaten or endanger the operation and maintenance of the transmission line or system.

The Grantor agrees that all poles, wires, and other facilities installed on the above described land at the expense of the Midstate Electric Cooperative, Incorporated, shall remain the property of the Cooperative, and shall be removable at the option of the Cooperative upon the termination of service on and across said lands.

All timber cut and removed to a minimum diameter of 4" inside the bark at the small end shall be cut into 8' lengths and loaded aboard cars at the Diamond Lake siding, as the clearing of the right-of-way progresses. Cutting and removing and loading aboard cars shall be done at the expense of the Cooperative, with no part of the cost of so doing being chargeable to the Grantor. Logging slash, tops, etc., resulting from clearing right-of-way shall be piled at the center line of the right-of-way and burned under permit from the State Forester and at no cost to Grantor. Timber damaged by the Grantee off the right-of-way shall be cut and loaded aboard cars at Diamond Lake siding in the same manner and under the same conditions as timber cut from the right-of-way.

Should the Grantee fail to make use of the easement area within three years from the signing of the easement, said easement shall automatically terminate.

Should the Grantee fail to use the electric transmission or distribution line or system for a period of two years, such non-use shall automatically terminate the easement.

The Grantee absolves the Grantor or his successors of any damage incurred or which might be incurred from the construction and use of the facilities hereby provided for.

Grantee shall at all times have the right of full and free ingress to and egress from said property for all purposes herein mentioned and to remove at any time any and all poles, wires, or other facilities with the understanding that Grantee shall be responsible for all unnecessary damage it causes Grantor by the exercise of the rights and privileges herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26th day of September, 1952.

Witness:

ST. HELENS PULP & PAPER CO.

Livingston

By Max R. Oberdorfer
Executive Vice President &
General Manager

State of Oregon)
County of Columbia) SS

On this the 26th day of September, 1952 before me a NOTARY PUBLIC the above-named officer, personally appeared Max R. Oberdorfer known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A. A. Weber

NOTARY PUBLIC FOR OREGON
My Commission Expires May 21, 1955

State of Oregon, County of Klamath
Recorded 05/16/01, at 8:19 a.m.
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Linda Smith,
County Clerk Fee \$ 26⁰⁰