9099 LIGHT-OF-WAY-FASELENT 1 Price

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and to construct, operate and maintain on the above described lands, an electric transmission or distribution line or system, at a location(s) on said property as follows:

PROVARY Lise MS Sinter

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.

The undersigned agrees that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that _____, the owner of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following persons:

IN WITNESS WHELEOF, the undersigned_____set____hand and seal this_____day of_____, 19____.

Contraction (i.s.) (L.S.)

Signed, sealed and delivered in the presence of:

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STATE OF OREGON COUNTY OF DESCHATES

On this day personally appeared before me $(\frac{f_{CORGE}}{f_{CORGE}}, \frac{f_{CORGE}}{f_{CORGE}}, \frac{f_{CORGE}}{f_{CORGE}})$ to me known to be the individuals described in and exectued the within and foregoing instrument and acknowledged that $\frac{f_{CORGE}}{f_{CORGE}}$ or signed the same as $\frac{f_{LO}}{f_{LO}}$ free and voluntary act and deed for the uses and purposed mentioned.

Given under my hand and official seal this 25 day of Aug., 19 25 Roleff Prontains NOTARY PUBLIC IN AND FOR THE MY COMMISSION EXPLICES 21 June 1976 STATE OF OREGON RESIDING AT therein _ VIII int Ret difil late & see Com 50 Box 107 La Brit Che 97739 STATE OF OREGON: COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the <u>12th</u> day of <u>JANUARY</u> A.D., 19 $\frac{76}{12}$ at $\frac{2}{320}$ o'clock <u>P</u>M., and duly recorded in Vol <u>N</u> $\frac{76}{76}$,

of ______On Page _______. WM. D. MILNE, County Clerk \$ 3.00 FEE



the second second 540 an grannen franken an franken en franken en franken) of the essence of this contract, and in case the buyer shall bill be make the time limited therebuy or ball to keep any personnel berein contained. The buyer lutther agrees that failure to the selice at any time to require performance by the buyer of any provision beteed shaft in no way affect bin right beteather to enforce the same, not shaft any waiver by said acter of any breach of any provision beteed shaft in no way affect seeding breach of any such provision or as a waiver of the provision doubt. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,800,00 . (Mowever, the actual consid-eration consists of or includes other property or value given or promised which is the which consideration (indicate which).) In case suit or action is instituted to toreclose this contract or to enduce any of the provisions breed, the buyer afters to pay such sum as the court may adjudge reasonable as attorney's less to be allowed plaimitt in soil soil or and it as appeal is taken from any indigeneet for any digited to provise to pay such sum as the appeal, appeal. of the true court, the outer pointies pointies to pay such and as the approach to the source than one person, that if the context so requires, the single-in constraining this contract, it is understood that the seller or the buyer may be more than one person, that if the context so requires, the single-for more shall be taken to mean and molde the plural, the machine, the termine and the neuter, and that generally all granumatical changes shall be made, assumed and implied to make the provisions beread apply equally to exparations and to individuals. IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal alfixed hereto by its officers duly authorized thereinto by order of its board of directors. 1 William Barley Berge L. Pondella JR. ('Ane CAROL V. BATLEY JTE-The contence between the symbols D. if not appricable, should be deleted See GRS 93.030). STATE OF OREGON, STATE OF OREGON, County of ... County of Personally appeared , 19. who, being duly sworn Personally appeared the above named each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of and acknowledged the loregoing instruand that the seal allixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and seal in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: ment to be voluntary act and deed. Before me: (OFFICIAL SEAL) iled +. Notary Public for Oregon Notary Public for Oregon My commision expires My commission expires: Section 4 of Chapter 618, Oregon Laws 1975, provides Section 4 or Consister els, oregon naws 2/4, provines: (1) All instruments contracting to convey fee this to any real property, at a time more than 12 months from the date that the instrument is exe-sued and the parties are bound, shall be acknowledged, in the manner provided for acknowledgement of deeds, by the converse of the time branc only of the time brance of the time brance only of the time brance of the time brance only of the time brance on time hereby. (2) Violation of subsection (1) of this section is a Class B misdemeanor." STATE OF OF (DESCRIPTION CONTINUED) Sounty of KJ TATE OF ORSCOLD; COUNTY OF KLAMATH: 53. fundles (od for record xxxxxxxxxxx 2:20 EUDONN ius 12they of Jamary A. D. 1976. act. projects PM . going duly recorded in Vol. N. 76 of DEEDS en Pogr 539 A / WE D. MILNE County CL FER \$ 6.00 By tazel has tura: Fired Bederal hav Klamath Balls

