

20000541b

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (whether one or more), Level 3 Communications, LLC., the record owner(s) of the real property located in Klamath County, State of Oregon, more particularly described as:

Portion: SW ¼

Section: 21, **Township:** 27 South, **Range:** 8 East, Willamette Meridian

Tax Lot: 1000

Tax Map: 27-08-21CC

for good and valuable consideration below listed, the receipt of which is acknowledged, do hereby grant unto Midstate Electric Cooperative, Inc., an Oregon cooperative corporation (hereinafter called the "Cooperative"), whose post office address is P.O. Box 127, La Pine, Oregon 97739, and to its successors and assigns, the following easement:

Commencing at the Southeast corner of said Section 21; thence North 89°58'11" East for a distance of 767.31 feet; thence North 19°24'00" West for a distance of 281.10 feet to the Southwest corner of Tax Lot #1000 in Klamath County; thence continuing northerly along the West property line North 19°24'00" West for a distance of 85.65 feet to the Point of Beginning of this description; thence North 70°36'00" East for a distance of 50 feet; thence North 19°24'00" West for a distance of 20 feet; thence South 70°36'00" West for a distance of 50 feet; thence South 19°24'00" East for a distance of 20 feet to the Point of Beginning of this description, containing 0.02 acres, more or less.

(over)

EASEMENT

BETWEEN

Level 3 Communications, LLC.
14023 Denver West Pkwy
Golden, CO 80401
 AND

Midstate Electric Cooperative, Inc.
P.O. Box 127
La Pine, Oregon 97739

After recording return to:

Midstate Electric Cooperative, Inc.
P.O. Box 127
La Pine, Oregon 97739

STATE OF OREGON,

and to lay, construct, operate and maintain an electrical transmission and/or distribution line or system, electrical, cable, telecommunications and other utility facilities on or under the above-described real property and/or in, upon, or under all streets, roads or highways abutting said real property; to inspect and make such repairs, changes, alterations, improvements, removals from, or 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, transformers, connection boxes, transformer enclosures, concrete pads, attachments, equipment, accessories and appurtenances thereto desirable in connection therewith, hereinafter referred to as the "facilities"; to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within the easement, 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 or 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, poles, system or, if any said system is placed underground, of the trench related to underground facilities, by any other person, association or corporation.


The undersigned agree that all poles, wires or 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.

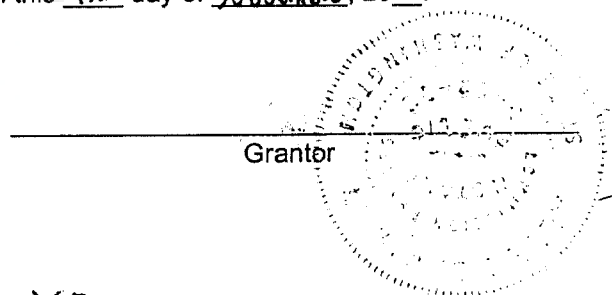
The undersigned further covenant that they are the owners of the above-described real property and that the said real property is free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

THE TRUE CONSIDERATION FOR THIS GRANT OF EASEMENT IS PROVISION FOR ELECTRIC SERVICE.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

WITNESS THE HAND OF SAID GRANTOR(S) on this 1st day of November, 2000.


 Grantor: Jerry L. Story
Authorized Agent

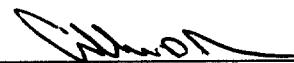


STATE OF OREGON, County of Pierce ss.

The foregoing instrument was acknowledged before me this 1st day of NOVEMBER, 2000

by Jerry L. Story

State of Oregon, County of Klamath
 Recorded 11/17/00, at 2:28 p.m.
 In Vol. M00 Page 41633
Linda Smith,
 County Clerk Fee\$ 26.00


 Notary Public for Oregon
 My Commission expires: 3-29-02