

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

Vol. M01 Page 22468

RIGHT OF WAY EASEMENT

26-08-08-B

'01 MAY 16 AM 8:19

KNOW ALL MEN BY THESE PRESENTS that we, R. T. RENNER And JANE RENNER, husband and wife, and LEONARD LUNDGREN and EVELYN R. LUNDGREN, husband and wife, as Grantors, and MIDSTATE ELECTRIC CO-OPERATIVE, INC., A Co-operative Corporation, of La Pine, Oregon, as Grantee, do agree as follows:

Whereas, the Grantee now holds a distribution right-of-way thirty (30) feet in width through the West Half of the Northwest Quarter of Section Eight, Township Twenty-Six South, Range Eight, E.W.M., and the Grantee desires to increase the said right-of-way to seventy (70) foot in width and that it be reclassified to a transmission right-of-way.

NOW, THEREFORE, the Grantors do hereby grant unto the Grantee a right-of-way seventy (70) feet in width across the West Half of the Northwest Quarter of Section Eight, Township Twenty-Six South, Range Eight, E.W.M., on the same course as said right-of-way is presently located, with said right-of-way to be thirty five (35) feet on each side of the center line as presently located.

The said Grantee shall have the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such practical route or routes as shall occasion the least damage and inconvenience to the Grantors.

The Grantee shall have the right to cut and trim trees and shrubbery as may be required to construct said line and thereafter from time to time trim and cut down and clear away trees and shrubbery that interfere with or endanger the operation and maintenance of said line or system. However, the Grantee shall not cut any tree, brush or shrubbery from said right-of-way without first giving the Grantors written notice thereof at least ten days in advance of their intention to cut.

The Grantee shall pay the Grantors the reasonable amount of actual damages to timber, crops and other improvement caused by it on said lands in the initial construction and in subsequent maintenance of said lines or in the exercise of the right of ingress or egress.

The Grantors reserve the right to use said strip for purposes which will not interfere with the Grantee's full enjoyment of the rights hereby granted.

All poles, wires and other facilities installed on said lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee upon the termination of service to or on said land.

Neither this Right of Way Easement nor the benefits or privileges hereunder shall be assigned nor transferred without the Grantors' written consent.

This easement and Right of Way shall terminate if at any time its use is discontinued for one year, whereupon all rights thereunder shall cease.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 3 day of February, 1961.

*Leonard Lundgren*  
 \_\_\_\_\_  
*Evelyn R. Lundgren*  
 \_\_\_\_\_  
*R.T. Renner*  
 \_\_\_\_\_  
*Jane Renner*  
 \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
 County of Deschutes )

On this 15<sup>th</sup> day of February, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ~~R. T. Renner~~ and ~~Jane Renner~~, husband and wife, and Leonard Lundgren and Evelyn R. Lundgren, husband and wife, who are each known to me to be the identical individuals described in and who each executed the within instrument, and acknowledged to me that they each executed the same freely and voluntarily.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Alvin J. Gray  
 Notary Public for Oregon

My Commission Expires: 10-1-64

STATE OF OREGON,

County of Lake

ss.

FORM NO. 23 — ACKNOWLEDGMENT  
 STEVENS-NEES LAW PUB. CO., PORTLAND, OREG.

BE IT REMEMBERED, That on this 13th day of February, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named R. T. RENNER and JANE RENNER, husband and wife,

known to me to be the identical individual s. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

James Reynolds  
 Notary Public for Oregon.

My Commission expires Sept. 26, 1963

State of Oregon, County of Klamath  
 Recorded 05/16/01, at 8:40 a. m.  
 In Vol. M01 Page 22468  
 Linda Smith,  
 County Clerk Fee\$ 26<sup>00</sup>