

27-08-21-BC

Vol M01 Page 22476

## RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that we, LEONARD LUNDGREN and EVELYN R. LUNDGREN, husband and wife, as Grantors, do hereby grant unto MIDSTATE ELECTRIC CO-OPERATIVE, INC., a Co-operative Corporation, of La Pine, Oregon, as Grantee, a right-of-way thirty (30) feet in width across the following described property located in Klamath County, Oregon:

The Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section Twenty-one (21), Township Twenty Seven (27) South, Range Eight (8) E.W.M.

to follow the course across said land as set forth on the plat of the distribution power line location attached hereto.

Said easement to be for the purpose of constructing, operating and maintaining thereon an electric transmission or distribution line.

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.

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.

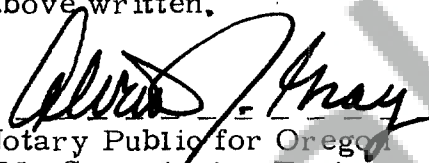
In witness whereof the Grantors have hereunto set their hands and seals this 3 day of February, 1961.

*Leonard Lundgren*  
*Evelyn R. Lundgren*

STATE OF OREGON )  
                              ) ss.  
County of Deschutes )

On this 3<sup>rd</sup> day of February, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named 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.

  
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Notary Public for Oregon

My Commission Expires: 10-1-64

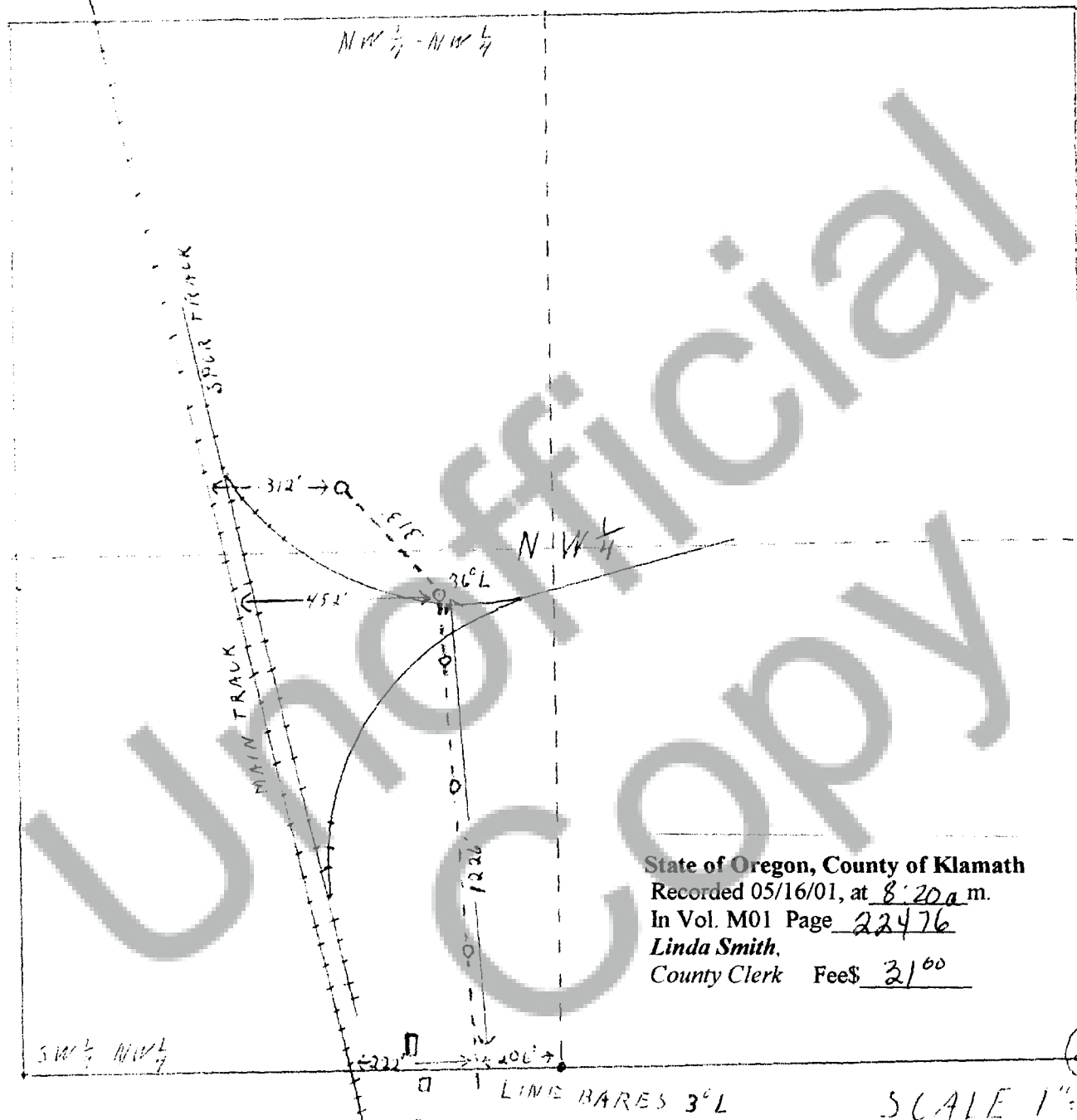
MIDSTATE ELECTRIC COOPERATIVE, INC.

LaPine, Oregon

27-08-21-BC

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SEC. 21 T. 27 S R. 1 E

MEASUREMENTS WERE TAKEN FROM THE CENTER OF THE  
 MAIN TRACK AND DUE EAST TO THE POLE LINE  
 RIGHT OF WAY TO BE 30' WIDE

A SELF-LIQUIDATING, SELF-MANAGED, TAX PAYING COOPERATIVE ENTERPRISE