

20000704

EASEMENT

Vol. M01 Page 53828

AFTER RECORDING RETURN TO
MIDSTATE ELECTRIC COOPERATIVE
P.O. BOX 127
LA PINE, OR 97739

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **David L. Link**, the record owner of the real property located in Klamath County, State of Oregon, more particularly described as:

Portion: SW1/4 NW14

Section: 24, **Township:** 23 South, **Range:** 9 East, Willamette Meridian

Tax Lot: 6900

Tax Map: 23-09-24BC

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:

An easement of right-of-way 20 feet in width being 10 feet each side of the following described centerline, together with the right to enter upon the real property of the undersigned described as follows:

Commencing at the North 1/16 corner common to Sections 23 and 24, thence 500 feet N.90°E. to the POINT OF BEGINNING, thence S.10°E. a distance of 550 feet, more or less, thence S.40°W a distance of 420 feet, more or less, to the terminus of this description, containing 0.45 acres, more or less.

(over)

**EASEMENT
BETWEEN**

David L. Link
P.O. Box 2268
LaPine, Oregon 97739
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,
County of _____ ss.

I certify that the within instrument was received for record on the ___ day of _____, 20___, at _____ o'clock __M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of _____ of said county.

Witness my hand and seal of County affixed.

Name Title
By _____, Deputy

53829

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.

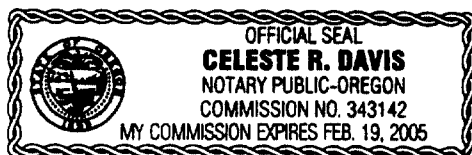
WITNESS THE HAND OF SAID GRANTOR(S) on this 9 day of Oct, 2001

David L. Link
Grantor

Grantor

STATE OF OREGON; County of Deschutes ss.

The foregoing instrument was acknowledged before me this 9 day of October, 2001
by David L. Link



Celeste R. Davis
Notary Public for Oregon
My Commission expires: 2/19/05

State of Oregon, County of Klamath
Recorded 10/23/01 at 11:06 a. m.
In Vol. M01 Page 53828
Linda Smith,
County Clerk Fee \$ 21.00