

EASEMENT

20023056

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Jan R/Martha A Underwood**, the record owner(s) of the real property located in Klamath County, State of Oregon, more particularly described as:

Portion: SW1/4

Section: 25, Township: 24 South, Range: 08 East, Willamette Meridian

Tax Lot: 4400

Tax Map: 24-08-25C

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 12 feet in width, 6 feet each side of center line, and the right to enter upon the real property of the undersigned described as follows:

Commencing at a point on the east property line, and south edge of Airport Way right-of-way, thence 80 feet southwesterly along the south edge of Airport Way right-of-way to the point of beginning, thence S. 45° E. a distance of 75 feet, more or less, to a point on the east property line and terminus of the easement being described herein, containing 0.02 acres.

(over)

<p>EASEMENT BETWEEN <u>Jan R/Martha A Underwood</u> <u>P O Box 244</u> <u>Crescent OR 97733</u></p> <p><u>Midstate Electric Cooperative, Inc.</u> <u>P.O. Box 127</u> <u>La Pine, Oregon 97739</u></p> <p>After recording return to:</p> <p><u>Midstate Electric Cooperative, Inc.</u> <u>P.O. Box 127</u> <u>La Pine, Oregon 97739</u></p>	<p>STATE OF OREGON</p> <p>State of Oregon, County of Klamath Recorded 12/24/2002 <u>11:12 a.m.</u> Vol M02, Pg <u>75251-52</u> Linda Smith, County Clerk Fee \$ <u>26.00</u> # of Pgs <u>2</u></p>
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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 ____ day of _____, 20__.

Martha Underwood

Grantor

STATE OF OREGON; County of Daschutes ss.

The foregoing instrument was acknowledged before me this

9th day of December, 2002

MARTHA UNDERWOOD

Notary Public for Oregon

My Commission expires:

Aug 22, 2003

Jan R Underwood

Grantor

STATE OF OREGON; County of Klamath ss.

The foregoing instrument was acknowledged before me this

11th day of December, 2002

by Jan R. Underwood

Notary Public for Oregon

My Commission expires:

Aug. 19, 2006

