

EASEMENT

'08 AUG 29 AM 9:06

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Ray and Tynna M. Kinman the record owner(s) of the real property located in Klamath County, State of Oregon, more particularly described as:

Portion: N1/2 S1/2 SE1/4

Section: 18, Township: 32 South, Range: 8 East, Willamette Meridian

Tax Lot: 1000

Tax Map: 32-08-18

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 to install, modify and maintain electrical facilities 6 feet each side of centerline, and the right to enter upon the real property of the undersigned described as follows:

Commencing at the Southeast corner of Section 18, thence North a distance of 650 feet, more or less, to the Southeast property corner, thence West a distance of 1500 feet, more or less, to a point on the South property line, thence North a distance of 590 feet, more or less, to a point and existing Midstate Electric Cooperative, Inc. power pole tagged 103688, said point and pole being the True Point of Beginning of the easement being described herein, thence South 86° West a distance of 360 feet, more or less to a point, said point being terminus of the above described easement, containing 0.10 acres, more or less;

(over)

**EASEMENT
BETWEEN**

Ray/Tynna M Kinman
HC63 Box 406
Chiloquin OR 97624
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 Klamath
Recorded 08/29/2003 9:06 a m
Vol M03 Pg 63786
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

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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 21 day of July, 2003

Ray Kinman
Grantor

Tynga Kinman
Grantor

WITNESS THE HAND OF SAID GRANTOR(S)
on this ____ day of _____, 20__.

Grantor

Grantor

STATE OF OREGON; County of Deschutes ss.

The foregoing instrument was acknowledged before me
this 21st day of July, 2003

by Ray + Tynga Kinman

STATE OF OREGON; County of _____ ss.

The foregoing instrument was acknowledged before me
this ____ day of _____, 20__.

by _____

Notary Public for Oregon
My Commission expires:

Sheri K. James
4-14-07

Notary Public for Oregon
My Commission expires:

