

'04 MAY 3 AM 9:00

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Harold & Roxana Rutherford**, the record owner(s) of the real property located in **Klamath County, State of Oregon**, more particularly described as:

Portion: NE 1/4

Section: 01, **Township:** 23 South, **Range:** 09 East, Willamette Meridian

Subdivision: Wagon trail Acreages Number One First Addition (1075) **Lot:** 9 **Block:** 2

Tax Lot: 600

Tax Map: 230901A

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:

A 20-foot wide easement along the east line of said Lot 9, to install, modify and maintain **electrical facilities** described as follows:

Commencing at the Northeast property corner of said Lot 9, thence South 01°28'47" East, along the East property line a distance of 161.15 feet, said point being terminus of the above described easement, containing 0.07 acres, more or less;

(over)

**EASEMENT
BETWEEN**

Harold & Roxana Rutherford
1711 Saddlehorn Ct.
La Pine, Or. 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 Klamath
Recorded 05/03/2004 9:00 a. m
Vol M04 Pg 26801-2
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

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 21st day of April, 2004

Harold Rutherford
Grantor
Roxana Rutherford
Grantor

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

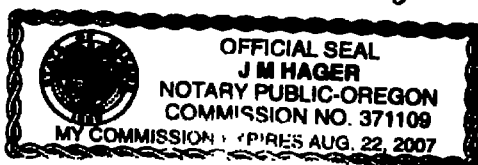
Grantor

Grantor

STATE OF OREGON; County of Deschutes ss.

The foregoing instrument was acknowledged before me
this 21st day of April, 2004
by Harold Rutherford

Notary Public for Oregon
My Commission expires: Aug 22, 2007



STATE OF OREGON; County of Deschutes ss.

The foregoing instrument was acknowledged before me
this 21st day of April, 2004
by Roxana Rutherford

Notary Public for Oregon
My Commission expires: Aug 22, 2007

