

M05-71576

Klamath County, Oregon

12/22/2005 09:01:35 AM

Pages 2 Fee: \$26.00

EASEMENT

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

Portion: NE 1/4**Section:** 36, **Township:** 23 South, **Range:** 10 East, Willamette Meridian**Tax Lot:** 300**Tax Map:** 231036A

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 to install, modify and maintain **electrical facilities** lying on each side of the following described Centerline:

Commencing at the East quarter corner of Section 36, Township 23 South, Range 10 East, W.M., thence North 01°04'49" East, along the East boundary of Said Section 36, a distance of 999.38 feet to the Point of Beginning of the Centerline of this easement; thence North 89°16'52" West, a distance of 315 feet to the terminus of the above described Centerline of this easement, containing 0.30 acres, more or less;

(over)

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| EASEMENT BETWEEN <u>John & Deirdre Maxwell</u> <u>145224 HWY 31</u> <u>La Pine, Or. 97739</u> AND <u>Midstate Electric Cooperative, Inc.</u> <u>P.O. Box 127</u> <u>La Pine, Oregon 97739</u> After recording return to: <u>Midstate Electric Cooperative, Inc.</u> <u>P.O. Box 127</u> <u>La Pine, Oregon 97739</u> | 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 |
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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 12 day of December, 2005

John R. Maxwell
Grantor

Grantor

WITNESS THE HAND OF SAID GRANTOR(S)
on this 12 day of DEC, 2005

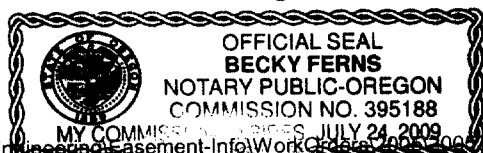
Dierdre G. Maxwell
Grantor

Grantor

STATE OF OREGON; County of Deschutes) ss.

The foregoing instrument was acknowledged before me
this 12 day of December, 2005,
by John R. Maxwell

Notary Public for Oregon Becky Ferns
My Commission expires: July 24, 2009



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STATE OF OREGON; County of Deschutes) ss.

The foregoing instrument was acknowledged before me
this 12th day of December, 2005,
by Dierdre G. Maxwell

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

