

2013-013765

Klamath County, Oregon



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12/17/2013 09:39:36 AM

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EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Daniel S. Miller, a duly authorized representative or executor of the Dan Miller Revocable Living Trust, the record owner(s) of the real property located in Deschutes County, State of Oregon, more particularly described as:

Portion: SW ¼, NW 1/4

Section: 21, **Township:** 27 South, **Range:** 08 East, Willamette Meridian

Subdivision Plat: Wagon Trail North First Addition

Tax Lot: 800

Tax Map: 27-08-21BC

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 10-foot wide easement, lying 5 feet on each side of the following described Centerline, to install, modify and maintain **electrical facilities** more particularly described as follows:

Beginning as the West 1/4 Corner of Section 21, Township 27 South, Range 08 East, W.M.; thence along the south line of the Northwest 1/4 of said Section 21, North 90°00'00" East a distance of 547.35 ft, more or less to the westerly Right-of-Way line of the BNSF Railroad; thence North 20°32'15" West, along said Railroad Right-of-Way line a distance of 68.00 feet to the Point of Beginning of the Centerline of this Easement; thence South 90°00'00" West a distance of the 131.00 feet, more or less to the Midstate Electric Pole 96877, said point being Terminus of said Centerline of this Easement description; containing 3.03 acres, more or less;

EASEMENT
BETWEEN

Dan Miller Revocable Trust
PO Box 139
Chemult, OR 97731
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

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 10, 2013

[Signature]
Grantor

WITNESS THE HAND OF SAID GRANTOR(S)
on this 10 day of 12, 2013

[Signature]
Grantor

OREGON
STATE OF ~~CALIFORNIA~~; County of (Klamath Falls Co.) ss.

The foregoing instrument was acknowledged before me
this 10th day of Dec, 2013

by Michael J. Gray

Notary Public for ~~California~~ OREGON
My Commission expires: 12-12-15



OREGON
STATE OF ~~CALIFORNIA~~; County of (Klamath Co.) ss.

The foregoing instrument was acknowledged before me
this 10th day of Dec, 2013

by Michael J. Gray

Notary Public for ~~California~~ OREGON
My Commission expires: 12-12-15

