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07/11/2014 09:07:51 AM

Fee: \$52.00

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Terri L. Anderson, a duly authorized representative of Kearney Donald Family Revocable Living Trust, the record owner(s) of the real property located in **Klamath** County, State of Oregon, more particularly described as:

**Portion:** NW 1/4 of the SW 1/4 of Sec 30

**Section:** 30, **Township:** 24 South, **Range:** 09 East, Willamette Meridian

**Tax Lot:** 2409-30CB TL 300

for good and valuable consideration, the receipt and sufficiency of which is hereby 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 30-foot wide easement, lying adjacent to the Southwesterly Right-of-Way line of the Klamath County road known as the Crescent Cutoff Road, along with an anchor easement area as shown on Exhibit A, to install, modify and maintain **electrical facilities**, more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 24 South, Range 09 East, W.M.; thence South 89°30'00" West, along the North line of the Northwest 1/4 of the Southwest 1/4 of said Section 30, a distance of 81.56 feet, more or less to the centerline of the existing Midstate power line and the Centerline of the Easement being described herein, thence South 00°09'00" West, along the centerline of said power line, a distance of 360.35 feet, more or less to the Northeasterly right-of-way line of Crescent Cutoff Road, thence continuing South 00°09'00" West a distance of 129.72 feet, more or less to the Southwesterly right-of-way line of Crescent Cutoff Road, said point also being the **Point of Beginning** of this Easement, thence South 50°17'00" East, along said Right-of-Way line, a distance of 111.68 feet, more or less to the easterly boundary of said tax lot 300, thence South 00°05'25" East, along the easterly line of said tax lot 300, a distance of 39.05 feet, thence North 50°17'00" West a distance of 86.68 feet, thence South 39°43'00" West

EASEMENT  
BETWEEN

Kearney Family Trust  
PO Box 193  
Crescent, OR 97733  
AND

Midstate Electric Cooperative  
P.O. Box 127  
La Pine, Oregon 97739

After recording return to:

Midstate Electric Cooperative  
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

a distance of 45.00 feet, thence North 50°17'00" West a distance of 100.00 feet, thence North 39°43'00" East a distance of 75.00 feet to the Southwesterly right-of-way line of Crescent Cutoff Road, thence South 50°17'00" East, along said right-of-way line, a distance of 50.00 feet to the Point of Beginning, said point being the terminus of this Easement, all containing 0.22 acres, more or less;

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 24 day of June, 2014

WITNESS THE HAND OF SAID GRANTOR(S)  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Grantor

Grantor

Grantor

Grantor

STATE OF OREGON; County of Deschutes ) ss.

STATE OF OREGON; County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me  
this 24th day of June, 2014

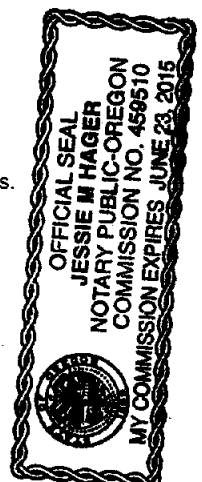
The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by Terri L Anderson

by \_\_\_\_\_

Notary Public for Oregon [Signature]  
My Commission expires: June 23, 2015

Notary Public for Oregon \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



# Exhibit A

