

## EASEMENT



00159949201400105850020027

10/10/2014 09:05:21 AM

Fee: \$47.00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, David Hyatt and Candace Hyatt [or a duly authorized representative of] the record owner(s) of the real property located in **Klamath County**, State of Oregon, more particularly described as:

**Portion:** NE 1/4

**Section:** 02, **Township:** 23 South, **Range:** 09 East, Willamette Meridian

**Partition Plat:** 1204 Little River Ranch Lot 5

**Tax Lot:** 600

**Tax Map:** 23 09 02A

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 20-foot wide easement to install, modify and maintain **electrical facilities** more particularly described as follows:

Commencing at the West most corner of Lot 5 on the east side Collar Drive, on the Little River Ranch Plat No. 1204 (Plate 2 of 4) as recorded in Klamath County in Volume 22, Page 18; said point being the Point of Beginning of this description, thence South 28°53'49" East, along the southwesterly lot line of said Lot 5, a distance of 376.06 feet to the southwesterly corner of said Lot 5; thence South 71°08'18" East along southerly line of said Lot 5, a distance of 29.75 feet; thence North 28°53'49" West a distance of 402.25 feet to the Right of Way of Patken Circle; thence South 49°18'43" West a distance of 20.43 feet to the Point of Beginning, containing 0.18 acres, more or less;

EASEMENT  
BETWEEN

Hyatt David & Candace  
38264 Conser Rd Ne  
Albany, OR 97321

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.

2 10  
WITNESS THE HAND OF SAID GRANTOR(S)  
on this 10 day of 2, 2014

David M. Hyatt  
Grantor

\_\_\_\_\_  
Grantor

WITNESS THE HAND OF SAID GRANTOR(S)  
on this 2 day of 10, 2014

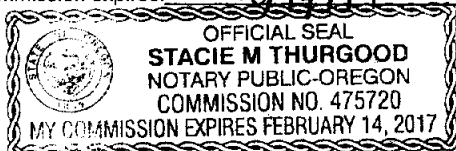
Candace D. Hyatt  
Grantor

\_\_\_\_\_  
Grantor

STATE OF OREGON; County of Linn ) ss.

The foregoing instrument was acknowledged before me  
this 2nd day of October, 2014  
by David M. Hyatt

Notary Public for Oregon  
My Commission expires: 2/14/17



STATE OF OREGON; County of Linn ) ss.

The foregoing instrument was acknowledged before me  
this 2nd day of October, 2014  
by Candace D Hyatt

Notary Public for Oregon  
My Commission expires: 2/14/17

