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09/29/2016 02:27:49 PM

Fee: \$47.00

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Eagle Cap Rentals [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: SE ¼, SW ¼

Section: 24, **Township:** 31 South, **Range:** 07 East, Willamette Meridian

Subdivision:

Tax Lot: 600 **Lot:** Parcel 3 **Block:**

Tax Map: 31-07-24

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:

The West 20 feet of Tax Lot 600, Parcel 3, containing 1.75 acres, more or less;

<p>EASEMENT BETWEEN</p> <p><u>Eagle Cap Rentals</u> <u>PO Box 1956</u> <u>Brookings, OR 97415</u> AND</p> <p><u>Midstate Electric Cooperative, Inc.</u> <u>P.O. Box 127</u> <u>La Pine, Oregon 97739</u></p> <p>After recording return to:</p> <p><u>Midstate Electric Cooperative, Inc.</u> <u>P.O. Box 127</u> <u>La Pine, Oregon 97739</u></p>		<p>STATE OF OREGON, County of _____) ss.</p> <p>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.</p> <p>Witness my hand and seal of County affixed.</p> <p>_____ Name Title</p> <p>By _____, Deputy</p>
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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 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 29 day of Aug, 2016

Jess Fitzhugh
Grantor

Grantor

WITNESS THE HAND OF SAID GRANTOR(S)
on this 29 day of August, 2016

Grantor

Grantor

STATE OF OREGON; County of Curry ss.

The foregoing instrument was acknowledged before me
this 29 day of August, 2016

by Jess Fitzhugh

Notary Public for Oregon

My Commission expires: March 16, 2019

STATE OF OREGON; County of _____ ss.

The foregoing instrument was acknowledged before me
this _____ day of _____, 20____

by _____

Notary Public for Oregon

My Commission expires: _____

