## 2020-013164 Klamath County, Oregon

## **EASEMENT**



10/14/2020 09:00:41 AM

Fee: \$92.00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Shanda Asset Management LLC [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: E 1/2

Section: 36, Township: 29 South, Range: 07 East, Willamette Meridian

Tax Lot: 1100

Tax Map: 2907 & INDEX

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

See Exhibit A attached hereto and made a part hereof.

Commencing at the South East corner of Township 29 South, Range 08 East W. M., Section 31 thence N64°27'05"W 6,058.41ft to a point on the East R.O.W. of Hwy 97, thence S89°11'22"W 308.17ft to Midstate Electric Coop. Pole labeled 104019, said point being the Point of Beginning of the easement being described herein, thence S88°30'00"W 1,280ft, said point being terminus of the above described easement, containing .59 acres, more or less:

EASEMENT BETWEEN Shanda Asset Management LLC 56880 Venture Ln N #203 Sunriver, OR 97707 AND  Midstate Electric Cooperative, Inc. P.O. Box 127	STATE OF OREGON, County of) ss.  I certify that the within instrument was received for record on the day of, 20, at o'clockM., and recorded in book/reel/volume No on page or as fee/file/instrument/microfilm/reception No,
La Pine, Oregon 97739  After recording return to:	Record of of said county. Witness my hand and seal of County affixed.
Midstate Electric Cooperative, Inc. P.O. Box 127 La Pine, Oregon 97739	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 shall remain the property of the Cooperative, removable at the option of the Cooperative.

removable at the option of the Cooperative.	
The undersigned further covenant that and that the said real property is free and clear of those held by the following persons:	they are the owners of the above-described real property f encumbrances and liens of whatsoever character except
THE TRUE CONSIDERATION FOR THIS SERVICE.	S GRANT OF EASEMENT IS PROVISION FOR ELECTRIC
INSTRUMENT IN VIOLATION OF APPLICABLE LA OR ACCEPTING THIS INSTRUMENT, THE PER CHECK WITH THE APPROPRIATE CITY OR COU	OW USE OF THE PROPERTY DESCRIBED IN THIS AND USE LAWS AND REGULATIONS. BEFORE SIGNING SON ACQUIRING TITLE TO THE PROPERTY SHOULD INTY PLANNING DEPARTMENT TO VERIFY APPROVED WSUITS AGAINST FARMING OR FOREST PRACTICES
WITNESS THE HAND OF SAID GRANTOR(S on this 11 day of 14 h e., 20 20	WITNESS THE HAND OF SAID GRANTOR(S on this day of, 20  Grantor
Grantor	Grantor
STATE OF OREGON; County of Describes ss.	STATE OF OREGON; County of) ss.
The foregoing instrument was acknowledged before me this day of	The foregoing instrument was acknowledged before me this, 20, by
Notary Public for Oregon  My Commission expires:  OFFICIAL STAMP  MELISSA ANN BYRD  NOTARY PUBLIC-OREGON	Notary Public for Oregon  My Commission expires:

**COMMISSION NO. 993007** 

MY COMMISSION FOR #31/20203109\_Easement.docx

