

2021-007448

Klamath County, Oregon

20213138



00279859202100074480030035

EASEMENT

05/10/2021 02:54:30 PM

Fee: \$92.00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Chris Johnson or a duly authorized representative of] the **Shanda Asset Management, LLC**, the owner(s) of the real property located in Klamath County, State of Oregon, more particularly described as:

Section: 19, **Township:** 24 South, **Range:** 09 East, Willamette Meridian

Tax Lots: 102

Tax Map: 24-09-19

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 25-foot wide easement being 25' Northeasterly of the following described line, to install, modify and maintain **electrical facilities** more particularly described as follows:

Commencing at the West 1/4 corner of Section 19, Township 24 South, Range 09 East, W.M.; thence South 71°31'51" East, a distance of 931.23 Feet; thence North 82°24'36" East, a distance of 400.00 feet; thence South 6°15'51" East, a distance of 28.19 feet, thence North 35°47'06" East a distance of 254.85 feet; thence South 65°08'22" East, a distance of 13.40 feet; thence North 60°23'38" East, a distance of 908.78 feet; thence North 69°18'06" East, a distance of 44.50 feet,

**EASEMENT
BETWEEN**

Shanda Asset Mgmt. LLC
56880 Venture Ln, Suite 203N
Sunriver, OR 97707
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

said point being the Point of Beginning of the line defining this easement; thence South 70°55'44" East, a distance of 863.10 feet; thence South 22°17'19" East, a distance of 909.45 feet; thence South 9°31'54" East, a distance of 228.46 feet; thence South 32°43'21" East, a distance of 146.29 feet; thence South 86°05'14" East, a distance of 110.22 feet; thence North 89°49'52" East, a distance of 213.66 feet, said point being terminus of the above described line defining this Easement, all containing 1.58 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 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 3rd day of May, 2021

Chris C. Johnson
Grantor

Grantor

WITNESS THE HAND OF SAID GRANTOR(S)
on this ____ day of _____, 20__.

Grantor

Grantor

STATE OF OREGON; County of Wlamath) ss.

The foregoing instrument was acknowledged before me
this 3rd day of May, 2021

by Chris C. Johnson

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: November 7, 2023

Notary Public for Oregon

My Commission expires: _____

