

2021-015687

Klamath County, Oregon

20217004



00289295202100156870030039

## EASEMENT

10/18/2021 02:07:51 PM

Fee: \$92.00

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

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

**Tax Lots:** 2409-19-102 & 2409-30-301

**Tax Map:** 24-09-19 & 24-09-30

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 50-foot-wide easement being 25' on each side of the following described Centerline, as shown on the included **Exhibit A**, 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 07°35'24" East, a distance of 330.00 feet; thence South 17°12'14" East, a distance of 1,817.87 feet, to a power pole marked MEC 40177, said point being the Point of Beginning of the Centerline of this Easement; thence South 03°52'31" East, a distance of 893.63 feet to a power pole marked MEC 74718, said point being terminus of the above described Centerline of this Easement, all containing 1.03 acres, more or less;

**EASEMENT  
BETWEEN**

Shanda Asset Management LLC  
56880 Venture Lane, Suite 203N,  
Sunriver, Oregon 97707

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 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 7<sup>th</sup> day of October, 2021

  
Grantor

\_\_\_\_\_  
Grantor

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

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

STATE OF OREGON; County of Deschutes ) ss.

The foregoing instrument was acknowledged before me  
this 7<sup>th</sup> day of October, 2021.

by Chris Johnson


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

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

by \_\_\_\_\_

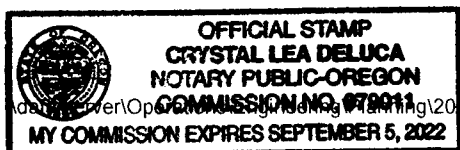
Notary Public for Oregon

My Commission expires:

  
September 5, 2022

Notary Public for Oregon

My Commission expires:



# Exhibit A

