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After Recording Return To:

01/07/2022 01:58:15 PM

Fee: \$102.00

Midstate Electric Cooperative, Inc.  
PO Box 127  
La Pine, OR 97739

GRANTOR:  
Hondo Quarries, LLC  
95 SW Scalehouse Loop #100  
Bend, OR 97702

GRANTEE:  
Midstate Electric Cooperative, Inc.  
P.O. Box 127  
La Pine, OR 97739

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **HONDO QUARRIES, LLC**, a duly organized and existing limited liability company in the state of Oregon, **GRANTOR** being the record owner of the real property located in Klamath County, State of Oregon, more particularly described as follows:

Parcel 1 (TL 1100)

The NE1/4 of the SE1/4 of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, also known as Parcel 1 of Major Land Partition 17-87 as filed in the Klamath County Clerks office.

PARCEL 2 (TL 1101)

The NE1/4 of the SE1/4 of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, also known as Parcel 2 of Major Land Partition 17-87 as filed in the Klamath County Clerks office.

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"), **GRANTEE** whose post office address is P.O. Box 127, La Pine, Oregon 97739, and to its successors and assigns, the following electrical power line easement:

An easement 30 feet in width and 1364 feet in length, more or less, to install, modify and maintain **electrical** powerlines on Parcels 1 and 2 described above in the location as shown on Exhibits A, B and C attached hereto and by this reference made a part hereof, and to lay, construct, operate and maintain an electrical transmission and/or distribution line or system, electrical, cable, telecommunications and other utility facilities on 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, 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.

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 of record.

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.

DATED this 17 day of November, 2021

GRANTOR

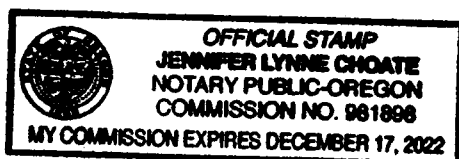
HONDO QUARRIES, LLC  
By Its Member: D Arrow Mgmt., LLC


  
Howard M. Day, Trustee of the  
Howard M. Day Living Trust, Its Member

STATE OF OREGON                    )  
  ) ss.  
County of Deschutes                )

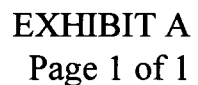
The foregoing instrument was acknowledged before me this 17 day of November, 2021 by Hondo Quarries, LLC by its Member, D Arrow Mgmt, LLC through its Member Howard M. Day, Trustee of the Howard M. Day Living Trust.

Before me:



  
Notary Public for Oregon  
My Commission Expires: 12/17/2022

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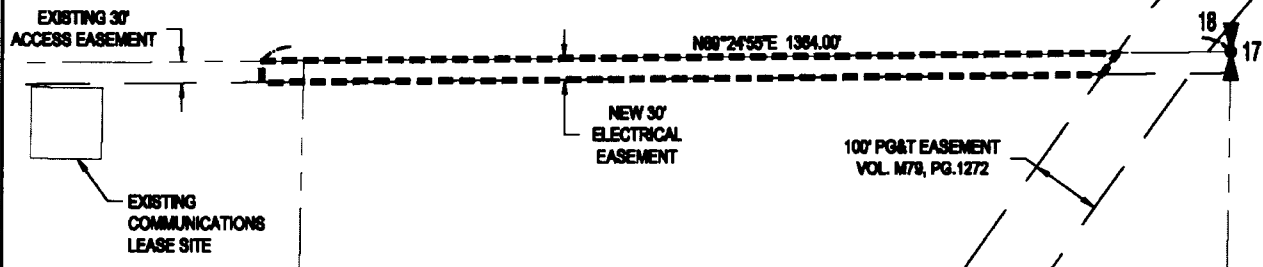


### EXHIBIT "B"

SE 1/4, SECTION 18, T.23 N., R.10 E., W.M.,  
KLAMATH COUNTY, OREGON



SCALE: 1"=200'



#### ELECTRICAL EASEMENT DESCRIPTION

THE EAST 1,384.00 FEET OF THE NORTH 30.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 23 SOUTH, RANGE 10 EAST, W.M., KLAMATH COUNTY, STATE OF OREGON.

EXCEPT ALL THAT PORTION LYING EASTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE 100.00 FOOT WIDE PG&T EASEMENT PER VOLUME M79, PAGE 1272.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Daniel Jeffrey Atha*  
OREGON  
MAY 09, 2017  
DANIEL JEFFREY ATHA  
88914

EXPIRES:  
12/31/2021

**COFFMAN  
ENGINEERS**  
30 N. First Street, Suite 200  
Seaside, OR 97137  
ph 503.325.0904  
www.coffman.com

LOCATION:	KLAMATH COUNTY, OREGON		PROJECT NO.
CLIENT:	TC ENERGY / MIDSTATE ELECTRIC COOPERATIVE, INC		212289
DATE:	10/20/2021	SHEET NO.	1 OF 1

**EXHIBIT "C"**

