AFTER RECORDING RETURN TO: Midstate Electric Cooperative, Inc PO Box 127 La Pine, OR 97739 2025-007419 Klamath County, Oregon



08/21/2025 11:30:33 AM

Fee: \$102.00

EASEMENT

WO#: 250192

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Abraham Magee Henderson and Brianne Catherine Henderson [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 a portion of:

Parcel 1 of Land Partition 4-02 located in the SW 1/4 of the Northeast 1/4 of Section 5, Township 25 South, Range 8 East of the Willamette Meridian.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

R-2508-00500-00700-000 R158634

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, an easement 10 feet in width and 25 feet in length, more or less, to install, modify and maintain electrical facilities more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof. Said easement grants rights 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 the 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, transformers, 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 OF 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.
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.
Dated this 307h day of July , 2025 Minsert Name GRANTOR OFFICE Karla Rud NOTARY PU COMMISSION EXP
STATE OF OREGON; County of Multhomah) ss.
The foregoing instrument was acknowledged before me this 30th day of July , 20 2.5 by: Conficial Stamp Karla Ruddle Van Dyke NOTARY PUBLIC - OREGON COMMISSION NO. 1048623
Notary Public for Oregon My Commission expires: S 28 2028

Witnessing or Attesting a Signature

State of OREGON
County of multnomal
Signed (or attested) before me on (date) <u>July 30</u> , 20 <u>25</u>
Butainne Hendarton
Brianne Henderson,
by (name(s) of individual(s)) Abraham Henderson.
Kal Van D
Notary Public - State of Oregon
Official Stamp
OFFICIAL STAMP
Karla Ruddle Van Dyke
NOTARY PUBLIC - OREGON COMMISSION NO. 1048823
MY COMMISSION EXPIRES May 28, 2028
A CONTRACTOR OF THE PROPERTY O
Dogument Description
Document Description
This certificate is attached to page 2 of a <u>Easement</u> (title or
type of document), dated <u>July 30</u> , 20 <u>25</u> , consisting of <u>3</u> pages.
pages.

AL STAMP dle Van Dyke BLIC - OREGON ON NO. 1048623

RES May 28, 2028

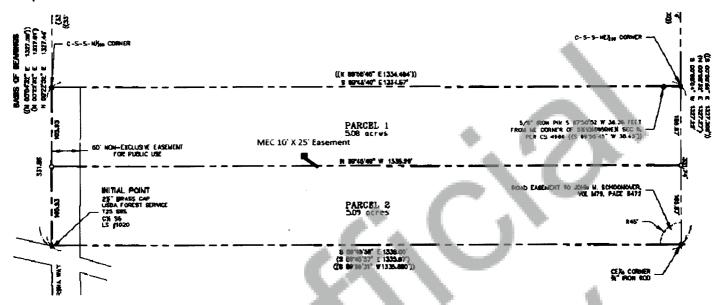
PROPERTY DESCRIPTION

In the SW ¼, NE ¼ of Section 5, Township 25 S., Range 08 E., of the Willamette Meridian, Klamath County, State of Oregon. Map / Tax Lot or Assessor's Parcel No: 2508-00500-00700



Mailing Name: Abraham Magee Henderson and Brianne Catherine Henderson

Map #: 2508-00500-00700



MEC 10' X 25' Easement

Work Order #: 250192	
Landowner: Abraham Magee	
Henderson & Brianne Catherine	
Henderson	
Drawn by: Melissa Byrd	
EXHIBIT A	

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

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