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02/02/2026 12:37:05 PM

Fee: \$112.00

AFTER RECORDING RETURN TO:
Midstate Electric Cooperative, Inc
PO Box 127
La Pine, OR 97739

WO#: 240078

Space Above for Recorder's Use

EASEMENT AGREEMENT

This Easement Agreement is entered into by and between the following parties:

KDM ENTERPRISES INC., an Oregon corporation (“Grantor”); and
MIDSTATE ELECTRIC COOPERATIVE, INC., an Oregon cooperative corporation, and its licensees, successors, and assigns (“Grantee” or “Cooperative”).

RECITALS

- A. Grantor owns the property located in Klamath County, Oregon, Township 29 South, Range 7 East of the Willamette Meridian, Section 1, as more particularly described in **Exhibit A (“Grantor’s Property”)**.
- B. For the purpose of providing electric service and as described herein, Grantee wishes to use a portion of Grantor’s Property, which portion is described and/or depicted in **Exhibit B (the “Easement Area”)**.
- C. Grantor agrees to allow Grantee to use the Easement Area on the terms and conditions contained in this Easement Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

TERMS

- 1. Grant of Easement. Grantor hereby grants to Cooperative, a perpetual, nonexclusive easement, including the right to ingress and egress therefrom, on, across, over, and under the Easement Area, for the purposes described herein (**the “Easement”**). The Easement shall burden Grantor’s Property.
- 2. Purposes for Easement. Cooperative may use the Easement Area to install, construct, operate, place, maintain, modify, upgrade, repair, reconstruct, and replace utility lines and facilities, including, but not limited to, lines for the transmission and distribution of electrical power, communication lines, cable, telecommunications, and any related and supporting systems and facilities (**together, the “Facilities”**).
- 3. Rights of Cooperative. Grantor specifically grants to Cooperative the rights to:
 - a. Make Changes to the Facilities. Cooperative may access, inspect, and make repairs, changes, alterations, improvements, upgrades, removals from, substitutions to, and additions to the Facilities as Cooperative may from time to time deem necessary or advisable, including, by way of example and not by way of limitation: the right to increase or decrease the number of lines, appurtenances, conduits, wires, cables, poles, guys, handholes, manholes, connection boxes, transformers, and transformer enclosures; the right to reconstruct and upgrade the Facilities to meet increased demand or utilize technological changes; the right to upgrade the materials used for the Facilities, such as with wood, metal, or other material; and the right to relocate the Facilities within the Easement Area.
 - b. Conduct Vegetation Control. Cooperative may cut, trim, and control the growth (by chemical, mechanical, or other means), of any trees, shrubbery, and other vegetation located within the Easement Area. This right includes the right to control any vegetation on Grantor’s Property outside of the Easement Area which may be necessary to control vegetation within the Easement Area. Cooperative may also fell or trim any trees or brush located on Grantor’s Property that Cooperative reasonably believes may interfere with or pose a hazard to the Facilities within the Easement Area, or as Cooperative deems necessary to comply with applicable local, state, or federal law.
 - c. Keep Clear of Obstructions. Cooperative may take any action to keep the Easement Area clear of all buildings, structures, and other obstructions.

- d. Reject and Approve Third-Party Use. Cooperative may license, permit, or otherwise agree to the joint use or occupancy of the Facilities (such as the lines, system, trench, or underground Facilities), by any other person, association, or corporation; and Cooperative may reject, deny, or otherwise disallow joint use or occupancy for the same.
 - e. Make Consistent Use. Cooperative may take any other action and make use of the Easement Area in any other manner that is consistent with the purposes for this Easement.
4. Ownership of the Facilities. Grantor agrees that the Facilities located in, upon, or under the Easement Area, or located in, upon, or under Grantor's Property pursuant to this Easement that were installed at Cooperative's expense, including any main service entrance equipment, shall remain the property of Cooperative and shall be removable at the option of Cooperative.
5. Grantor Covenants.
 - a. No Interference with Easement. Grantor agrees to not place or cause to be placed any structure, building, or obstruction upon or affecting the Easement Area, and to not take any action that would unreasonably interfere with the Facilities or with Cooperative's use of the Easement Area.
 - b. Compliance with NESC. Grantor agrees to comply with the National Electrical Safety Code, and to require compliance by all other users of the Easement Area of the National Electrical Safety Code.
 - c. Consent to Developments within the Easement Area. Because of safety concerns, Grantor agrees to notify Cooperative in advance of any development proposed to take place within the Easement Area, and Cooperative shall have the right to modify or reject any proposal that would unreasonably interfere with Cooperative's Facilities or does not comport with the National Electrical Safety Code. Grantor shall make Cooperative's review and consent to development within the Easement Area a condition of all easement agreements with future users of the Easement Area.
 - d. Authority to Bind. Grantor covenants that it is the sole owner of the Easement Area; that it is authorized to convey this Easement; and that Grantor's Property and the Easement Area are free and clear of encumbrances and liens of whatsoever character except as disclosed in writing to Cooperative on or prior to the effective date of this Easement Agreement.
6. Grant of Agency. Because governmental approvals may be necessary for Cooperative to use the Easement Area as described herein, Grantor hereby appoints Cooperative as Grantor's agent and authorized representative, to sign, make, and progress, on Grantor's behalf, the following land use and regulatory applications: any conditional use permit, zoning permit, land use approval, or energy facility site certificate that may be required by the governing city, county, or state with jurisdiction over the Easement Area in order for Cooperative to make use of the Easement Area for the purposes described herein. Grantor further agrees to reasonably cooperate with Cooperative, and to sign, without undue delay, any other land use and regulatory applications and requests made by Cooperative for Cooperative to make use of the rights granted herein.
7. Incorporation of Recitals and Exhibits. The Recitals and Exhibits referenced herein are hereby incorporated into and made a part of this Easement Agreement.
8. Headings for Convenience. The paragraph headings and titles in this Easement Agreement are intended for convenience of the reader and shall not affect the interpretation or construction of this Easement Agreement, nor define, limit, or describe the scope or intent of any provision hereto.
9. Binding Agreement. This Easement Agreement, and the obligations and rights hereunder, shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, devisees, administrators, executors, successors, and assigns.
10. Effective Date. This Easement Agreement shall take effect as of the date of final execution by the last party to sign, as indicated in the signature block ("Effective Date").

GRANTOR:

[Redacted Signature]

Signature

[Redacted Name]

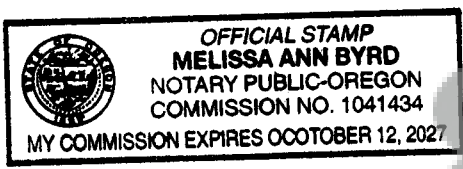
Insert Name

1/21/26
Date

STATE OF Oregon)
County of Deschutes) ss.

THIS CERTIFIES that on this 21 day of January, 2026, before me personally appeared the above-named Kevin Moore, as President of KDM Enterprises Inc., an Oregon corporation, known to me to be the identical person described in the foregoing instrument and who acknowledged to me that by a free and voluntary act they executed the same.

[Handwritten Signature]



Notary Public for State of Oregon

My Commission Expires October 12, 2027

Unofficial Copy

Exhibit A

Grantor's Property (Description)

PARCEL 3:

The SE 1/4 SE 1/4 Section 1, Township 29 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon and Lot 7 (SW 1/4 SW 1/4) Section 6, Township 29 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING from said property that portion thereof described as follows:

Beginning at the Southwest corner of said Section 6; thence along the West line of said Section 6 to the Northwest corner of the SW 1/4 SW 1/4 of said Section 6 North 1° 32' 00" East 1,336.96 feet to the true point of beginning of this description; thence along the North line of the SW 1/4 SW 1/4 of said Section 6 South 87° 14' 00" East 163.0 feet to the Westerly right of way line of U.S Highway No. 97; thence along the Westerly edge of said right of way South 17° 47' 50" West 597.05 feet; thence continuing along the Westerly edge of said right of way on a spiral curve left 516.33 feet; thence leaving the Westerly edge of said right of way South 55° 47' 50" West 282.54 feet to a point on the Northerly right of way line of Oregon State Highway No. 230; thence along the Northerly edge of said right of way North 85° 51' 10" West 872.40 feet to a point on the Easterly right of way line of the Redmond-Klamath Falls, Bonneville Power Administration transmission line; thence along the Easterly edge of said right of way North 04° 28' 40" East 1,228.83 feet to the North line of the SE 1/4 SE 1/4 of said Section 1; thence along said North line South 87° 14' 00" East 1,168.36 feet to the true point of beginning.

EXCEPTING THEREFROM the following:

- (a) That portion conveyed to Klamath County for road purposes by deed recorded May 5, 1931 in Volume 95, Page (202), Deed Records of Klamath County, Oregon.
- (b) That portion conveyed to Klamath County for road purposes by deed recorded April 28, 1937 in Volume 109, Page 1, Deed Records of Klamath County, Oregon.
- (c) That portion conveyed to the State of Oregon by and through its State Highway Commission by deed recorded May 6, 1946 in Volume 188, Page 387, Deed Records of Klamath County, Oregon.
- (d) That portion conveyed to the State of Oregon by and through its State Highway Commission by deed recorded June 18, 1954 in Volume 267, Page 408, Deed Records of Klamath County, Oregon.
- (e) That portion conveyed to the State of Oregon by and through its State Highway Commission by deed recorded August 31, 1955 in Volume 277, Page 156, Deed Records of Klamath County, Oregon.

Exhibit B

Easement Area

A tract of land described as follows;

Commencing from the NE Cor of Parcel as shown on "CS 8919" from said POC northeasterly along the west line of a 125' wide BPA ROW, a bearing of N 04d28'11" E a distance 62.04, to a point of intersection between the aforementioned BPA ROW and the west line of the SE ¼, SE ¼, S1, T 29 S, R 7 E, WM, being the TRUE POINT OF BEGINNING. From said POB, northerly along said section line, N 01d13'13" W a distance of 452.97 feet to a point on the north line of the SE ¼, SE ¼, S1 T 29 S, R 7 E, WM. Thence easterly along said north line a course of

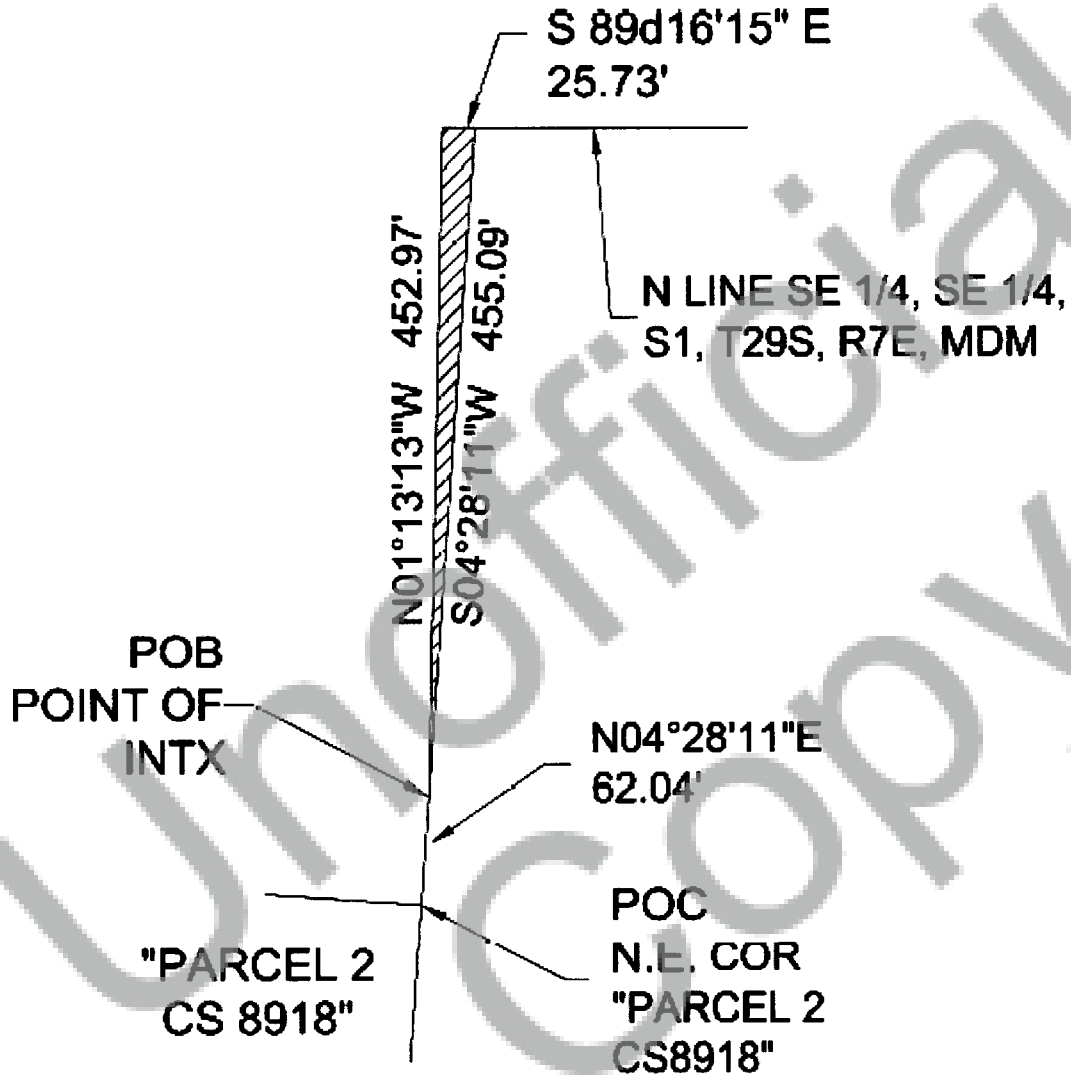
S 89d16'15" E a distance of 25.73 feet. To a point of intersection between said north line and west line of said BPA ROW. Thence along said west line, a course of S 04d28'11" W a distance of 455.09 feet, to the TRUE POINT OF BEGINNING.

Containing 0.26 ac, more or less.

Unofficial
Copy

PROPERTY DESCRIPTION

In the SE 1/4 of Section 1, Township 29S, Range 7E
of the Willamette Meridian, Klamath County, State of Oregon.
Map / Tax Lot or Assessor's Parcel No: 2907-001DD-00200



Work Order #: 240078

Landowner: KDM ENTERPRISES

Drawn by: R Williams

EXHIBIT B

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.

