



00178124201500120230080084

After Recording Return to:

11/03/2015 08:58:49 AM

Fee: \$77.00

PacifiCorp
Real Estate Management
Attn: Maggie Hodny
825 NE Multnomah St., LCT 1700
Portland, OR 97232

EXCLUSIVE EASEMENT

For value received, Old Mill Solar, LLC ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, its contractors, or agents ("Grantee"), an exclusive easement (the "Easement"), for the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal within the Easement Area described below of Grantee's: (i) control house, perimeter fencing, gates, grounding wires and related facilities and appurtenances; and (ii) electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits, pads, transformers, switches, vaults and cabinets (referred to collectively hereafter as "Electric Facilities and Improvements") on, over, across or under the surface of the real property as described and shown in Exhibits A and B (the "Easement Area") attached hereto, which Easement Area is a portion of the following real property ("the Property") of Grantor in Klamath County, State of Oregon.

A portion of the Property:

Assessor's Map No. 36 14 34 Parcel No. 200
R-3614-03400-00200-000

1. Interconnection Agreement.

Grantor and Grantee have entered into a Standard Small Generator Interconnection Agreement, dated February 18, 2015, and designated as Original PacifiCorp Service Agreement No. 796 (the "Interconnection Agreement").

2. Grantee's Use of Easement.

Grantee may use the Easement Area for any lawful purpose related to the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of the Electric Facilities and Improvements. Grantor, as land owner, agrees to execute any and all documents as may be reasonably required in order for Grantee to construct, utilize and occupy any such Electric Facilities and Improvements or as may be required for Grantee's use of the Easement Area.

Grantee shall not make any substantial changes to its Electric Facilities and Improvements located within the Easement Area following initial construction without Grantor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided

that Grantee shall be permitted to make such changes without Grantor's consent as are reasonably necessary and appropriate to enable Grantee to fulfill its obligations under the Interconnection Agreement and comply with applicable laws and regulations.

Grantee shall have sole access and control of the Easement Area. Grantor shall not have access to the Easement Area. Grantor shall not grant additional uses upon the Easement Area, except with Grantee's prior written approval, which shall not be unreasonably withheld. Grantee shall have non-exclusive right of ingress and egress, to the Easement Area across and through the Property for all activities in connection with the purposes for which this Easement has been granted.

Grantee shall have the present and (without payment therefor) the future right to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

3. Term.

The term of this Easement shall be perpetual provided however, in the event Grantee shall fail to use the Easement Area for the purposes stated herein for a continuous period of two (2) years at any time after the initial installation, this Easement shall terminate and Grantee shall remove its Electric Facilities and Improvements upon Grantor's request at Grantor's sole cost.

4. Ownership of Electric Facilities and Improvements.

Grantee owns as personal property the Electric Facilities and Improvements located in, on, over, and under the Easement Area, notwithstanding that the costs for all or a portion of such Electric Facilities and Improvements are to be paid for by Grantor pursuant to the Interconnection Agreement.

5. Permitting.

Grantor hereby warrants and represents that Grantor has secured, or will secure, all necessary permits and approvals for the construction and operation of the Electric Facilities and Improvements, unless otherwise agreed to in writing by Grantor and Grantee, including without limitation as may be agreed upon in the Interconnection Agreement. Grantor shall provide written evidence of all permitting to Grantee upon request. In the event Grantor fails to secure any such permitting or approvals, Grantor must remedy such failure at Grantor's sole cost and expense.

6. Environmental Representations and Warranties.

Grantor represents, warrants, and covenants to Grantee that it has no knowledge of any substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended and the Resource Conservation and Recovery Act ("Environmental Compliance Laws") as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening to human health or the environment ("Hazardous Materials"), that exists on or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or

transported in, on, under, from, or across the Easement Area, except as identified and disclosed in the Phase I environmental assessment, dated June 10, 2015, a copy of which was provided to Grantee. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Easement Area are, and have been, in compliance with all Environmental Compliance Laws.

Grantee will not install, use, generate, store or dispose of in or about the Easement Area any reportable quantities of Hazardous Materials without Grantor's written approval, except that Grantee may use or store limited quantities of such Hazardous Materials as are customarily used in Grantee's business operations in accordance with all applicable Environmental Compliance Laws.

7. Environmental Indemnification.

a. Obligations of Grantor

Grantor agrees to indemnify, defend, and hold harmless Grantee, its employees, officers, directors, representatives and/or agents (collectively, the "Grantee Indemnified Parties") against any and all losses, damages, claims, demands, suits, actions, proceedings, or causes of action ("Claim" or "Claims") arising from or connected with: (i) any Hazardous Materials present, alleged to be present, or otherwise associated with the Property and/or Easement Area at any time; and (ii) any alleged violation of Environmental Compliance Laws associated with the Property and/or the Easement Area; except that Grantor's agreement to indemnify, defend, and hold Grantee harmless does not extend to any Claim or Claims arising from or connected with any Hazardous Materials placed, spilled, disposed of, discharged, or released by Grantee, its employees, officers, directors, representatives and/or agents or any violation of Environmental Compliance laws committed or caused to be committed by Grantee, its employees, officers, directors, representatives and/or agents as a result of any such Hazardous Materials so placed, spilled, disposed of discharged or released.

If any such Claim for which Grantor has a duty to indemnify Grantee hereunder is brought against Grantee, Grantor shall, at the election of and upon written notice from Grantee, defend such Claim by counsel reasonably acceptable to Grantee or reimburse Grantee for all charges it incurs for legal services and litigation expenses in defending the Claim. If, at any time, Hazardous Substances are (or have been) placed, spilled, disposed of, discharged, or released in, on, from, under, or about the Easement Area, Grantor shall at its sole expense and cost perform any and all containment, remediation, and any cleanup actions required by applicable Environmental Compliance Laws; except that Grantor's obligation to contain, remediate, and cleanup does not extend to Hazardous Materials placed, disposed of, or released by Grantee, its employees, officers, directors, representatives and/or agents.

b. Obligations of Grantee

Grantee agrees to indemnify, defend, and hold harmless Grantor, its employees, officers, directors, representatives and/or agents (collectively, the "Grantor Indemnified Parties") harmless against any and all Claims to the extent arising from or connected with any Hazardous Materials placed, spilled, disposed of, discharged, or released by Grantee, its employees, officers, directors, representatives and/or agents or any violation of Environmental Compliance laws committed or caused to be committed by Grantee, its

employees, officers, directors, representatives and/or agents as a result of any such Hazardous Materials so placed, spilled, disposed of discharged or released.

If any such Claim for which Grantee has a duty to indemnify Grantor hereunder is brought against Grantor, Grantee shall, at the election of and upon written notice from Grantor, defend such Claim by counsel reasonably acceptable to Grantor or reimburse Grantor for all charges it incurs for legal services and litigation expenses in defending the Claim.

The provisions of this Section 7 shall survive the termination or abandonment of this Easement.

8. Representations and Warranties.

Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights contained herein.

9. Successors.

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. This Easement shall be recorded, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, the respective successors in title to Grantee and Grantor to the Easement).

10. Jury Trial Waiver.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

11. Counterparts.

This Easement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same document.

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 26 day of OCTOBER, 2015.

Grantor

Old Mill Solar, LLC

By: 

Print: _____

Its: Matthew S Handel

Vice President

Grantee

PacifiCorp, an Oregon corporation

By: 

Print: Jana Lee Mejdell

Its: Real Estate Management Director

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

This instrument was acknowledged before me on this 26 day of OCTOBER, 2015, by MATT HANDEL, as VICE PRESIDENT,
Name of Representative Title of Representative
of OLD MILL SOLAR, LLC.

[Signature]

[S-11]



Notary Public

My commission expires: JUNE 25, 2019

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me on this 29th day of October, 2015, by Jana Lee Migdel for PacifiCorp, an Oregon Corporation.

[S-11]



[Signature]
Notary Public
My commission expires: 02/09/2019



112 N 5th Street, Suite 200
PO Box 909
Klamath Falls. Or 97601

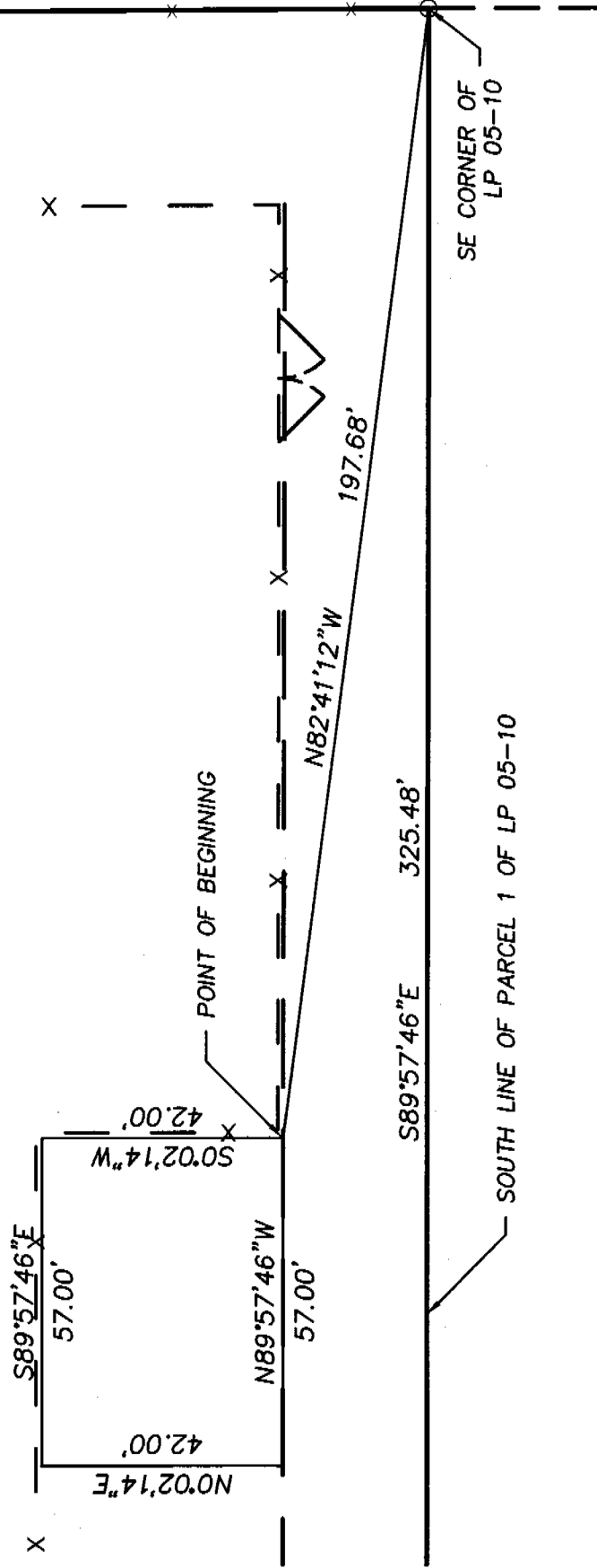
EXHIBIT "A"
POWER DESCRIPTION

A Parcel of land situated in SW1/4 of the NE1/4 of Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Southeast Corner of Parcel 1 of Land Partition 05-10, as recorded at the Klamath County Clerk's office as V2010, P9053, Thence North 82°41'12" West, 197.68 feet to the TRUE POINT OF BEGINNING: Thence North 89°57'46" West, 57.00 feet; Thence North 00°02'14" East, 42.00 feet; Thence South 89°57'46" East, 57.00 feet; Thence South 00°02'14" West, 42.00 feet to the point of Beginning.

Containing 2394 square feet (0.055 Acres), more or less.

EXHIBIT MAP



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Keith R. Rhine

OREGON
JULY 11, 2000
KEITH R. RHINE
58985

RENEWAL DATE: 12-31-16

R-C
RHINE-CROSS
GROUP
LLC
ENGINEERING - SURVEYING - PLANNING
112 N 5th ST - SUITE 200 - P.O. BOX 909
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405 Fax: (541) 273-9200 admin@rc-grp.com