

2016-007076

Klamath County, Oregon



00188998201600070760090097

07/05/2016 10:57:52 AM

Fee: \$82.00

Return to:

Pacific Power

Attn: Right of Way

825 NE Multnomah Street, Suite 1700

Portland, OR 97232

RW 2015 0152

### **RIGHT OF WAY EASEMENT**

For value received, Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita S. Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, and Ewauna Park, LLC, who took title as the Juanita Goode Trust and Ewauna Park, LLC (together "Grantor") hereby grants to **PacifiCorp**, an Oregon corporation, ("Grantee") a perpetual easement for a right of way 20.00 feet in width and 163.00 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the Easement Area (as defined below); wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets (referred to collectively hereafter as ("Electric Facilities and Improvements") , along the general course now located by Grantee ("Easement Area") on, over, across or under the surface of the following real property of Grantor in Klamath County, State of Oregon, more particularly described as follows on Exhibit "A" and as shown on Exhibit "B" attached hereto and by this reference made a part hereof:

A portion of:

***The N1/2 of Section 16, Township 39 South, Range 9 east of the Willamette Meridian,  
Klamath County, Oregon***

Assessor's Map No. R-3909-01600-00200-000

Parcel No. 200

1. Interconnection Agreement: On real property adjacent to the Easement Area, Klamath Solar 1, LLC ("Customer") is developing an electric generation facility ("Customer Generation Facility"). Grantee and Customer have entered into a Standard Small Generator Interconnection Agreement, dated December 8, 2014 designated as Generation Interconnection Queue Number, Q0581 (the "Interconnection Agreement").

2. Grantee's Use of Easement; Certain Prohibitions on Grantor's Use. The rights to the Easement Area granted herein are intended to enable Grantee to perform its obligations under the Interconnection Agreement and include the right of ingress and egress, for Grantee, its contractors, or agents, to the Easement Area from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the Easement Area and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for other purposes not inconsistent, as defined by the Grantee, with the purposes for which this easement has been granted.

3. Permitting. Customer hereby warrants and represents that it has secured, or will secure, all necessary permits and approvals for the construction and operation of the Electric Facilities and Improvements, except to the extent otherwise agreed to in writing by Grantee and Customer, including without limitation as may be agreed upon in the Interconnection Agreement. In the event Customer fails to secure any such permitting or approvals, Customer is responsible for remedy at its sole cost and expense and will further indemnify, defend and hold Grantee and Grantor harmless in connection with any such permitting defects.
4. Termination of Easement. Upon written notice to Grantee, Grantor may terminate this Easement in the event that Customer no longer operates the Customer Generation Facility and the Interconnection Agreement (or any successor interconnection agreement) between Grantee and Customer has expired or has been terminated.
5. Miscellaneous. 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.

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 31<sup>st</sup> day of MAY, 2016.

GRANTOR:

GRANTOR:

Ewauna Park, LLC

Eileen M Gibbons  
Eileen Gibbons, Successor Co-trustee of  
the  
Juanita S. Goode Trust, U.A.D.  
November 8, 1999, and any and all  
amendments thereto

Eileen M Gibbons  
Eileen Gibbons, as Member and Treasurer  
of Ewauna Park, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

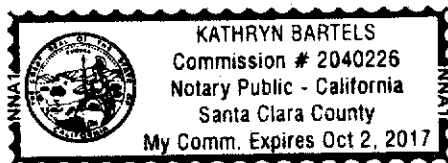
State of California )  
County of Santa Clara ) ss.

On April 19, 2016, before me, Kathryn Bartels, Notary Public, personally appeared EILEEN GIBBONS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

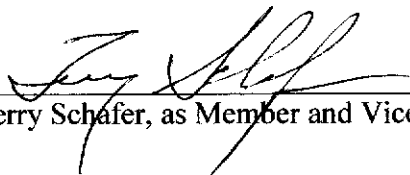
WITNESS my hand and official seal.

Signature: Kathryn Bartels (seal)



GRANTOR:

Ewauna Park, LLC


  
Terry Schafer, as Member and Vice President

STATE OF OHIO                    )  
  )ss.  
County of WASHINGTON        )

This instrument was acknowledged before me on April 8, 2016, by Terry Schafer, as Member and Vice President of Ewauna Park, LLC, an Oregon limited liability company, on its behalf.



Amanda D. Cooper  
Notary Public, State of Ohio  
My Commission Expires 09-20-2020

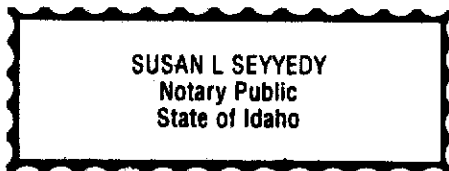
  
Notary Public - State of Ohio


Grantor  
Keith D. Goode  
Keith Goode, successor co-trustee of  
Juanita S. Goode Trust U.A.D.  
Nov 8, 1999, and any amendments

Grantor:  
Ewauna Park LLC  
Keith D. Goode  
As member & president  
of Ewauna Park LLC.

STATE OF Idaho )  
County of Gem )ss.

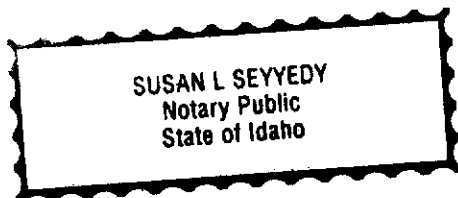
This instrument was acknowledged before me on May 2, 2016, by Keith D. Goode, as  
Successor Co-trustee of the Juanita S. Goode Trust, U.A.D. November 8, 1999, and any and all  
amendments thereto, on its behalf.




  
Notary Public - State of Idaho  
My Commission Expires 11/17/2020

STATE OF Idaho )  
County of Gem )ss.

This instrument was acknowledged before me on May 2, 2016, by Keith D. Goode, as  
Member and President of Ewauna Park, LLC, an Oregon limited liability company, on its behalf.



  
Notary Public - State of Idaho  
My Commission Expires 11/17/2020

CUSTOMER:

Klamath Solar 1, LLC

By: 

Name: LYNDOON RNE

Title: CEO

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

)ss

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_ for \_\_\_\_\_.

SEE ATTACHED

Notary Public

My commission expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

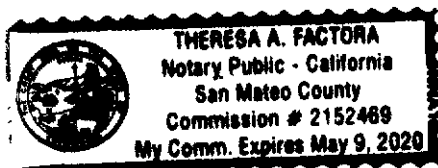
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of SAN MATEO )  
 On MAY 31, 2016 before me, THERESA FACTORA, NOTARY PUBLIC  
 Date Here Insert Name and Title of the Officer  
 personally appeared LYNDON RIVE  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Theresa A. Factora  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

JOHN HEATON P.L.S.

# TRU SURVEYING LINE

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

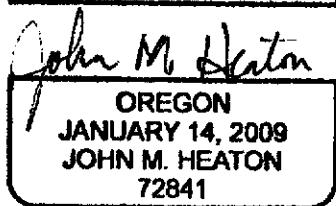
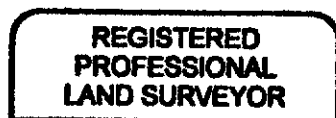


## EXHIBIT "A"

### LEGAL DESCRIPTION OF 20' WIDE RIGHT OF WAY EASEMENT

A RIGHT OF WAY EASEMENT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF SAID RIGHT OF WAY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF A POWER EASEMENT DESCRIBED IN DEED VOLUME M71 AT PAGE 9274 OF THE KLAMATH COUNTY DEED RECORDS, FROM WHICH THE N1/16 CORNER COMMON TO SECTION 15, T39S, R9EWM AND SAID SECTION 16 BEARS S87°21'22"E 1012.21 FEET; THENCE S07°52'42"W 163.00 FEET, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.



*John M. Heaton*  
JOHN M. HEATON P.L.S. 72841

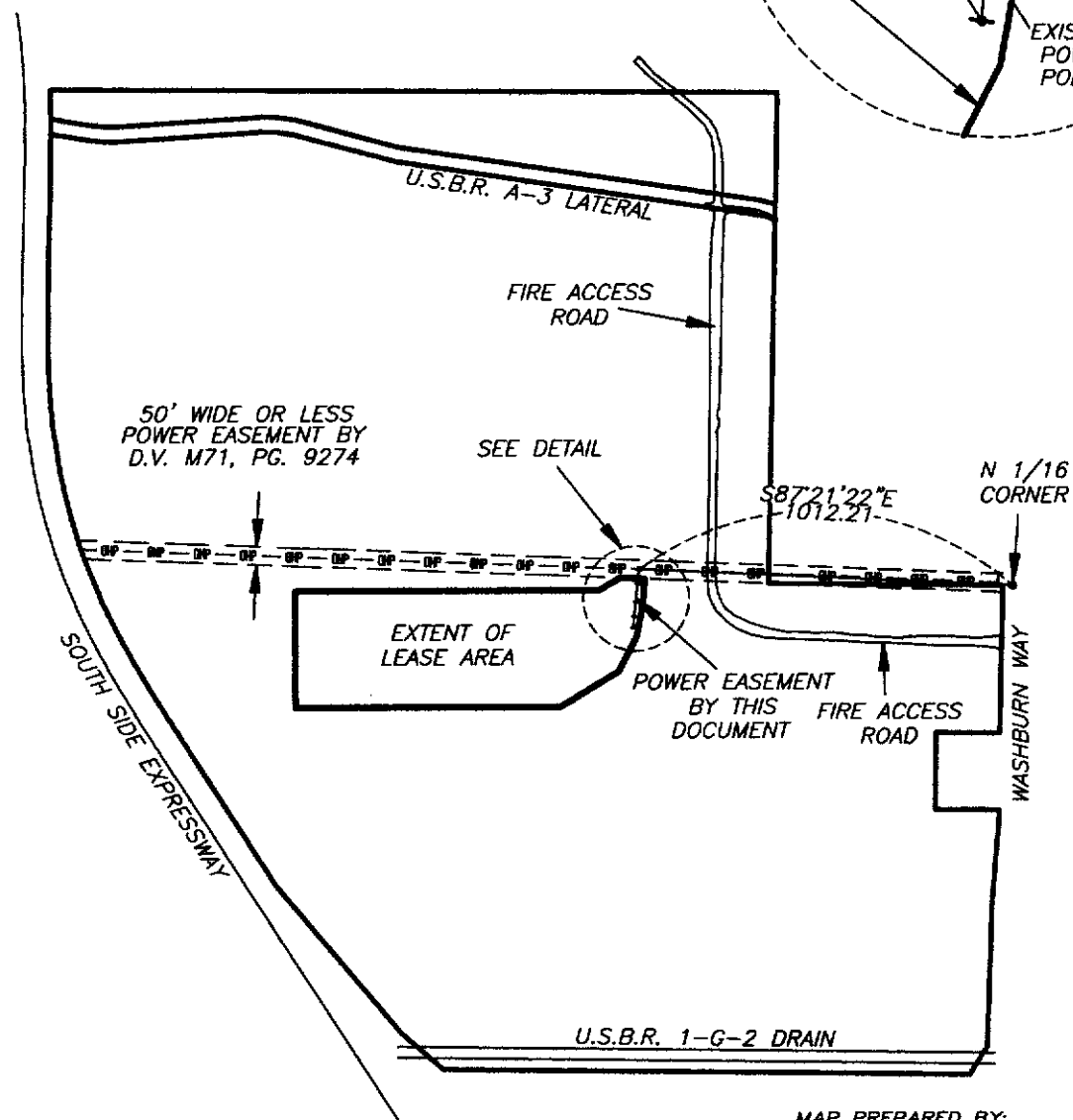
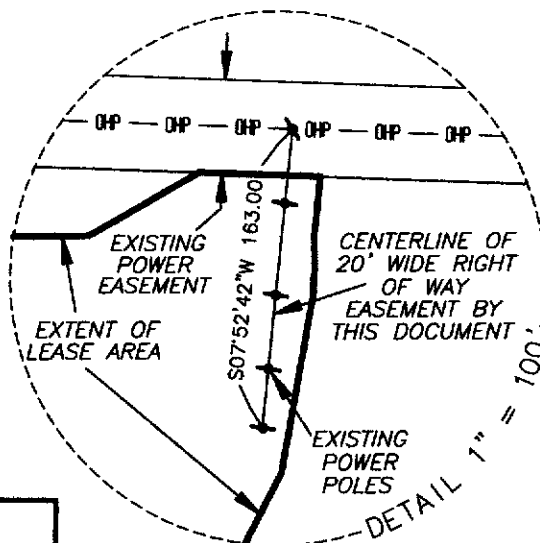
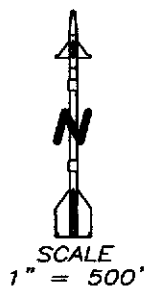
RENEWAL DATE: 6/30/17



## EXHIBIT B

### FOR PACIFIC POWER

SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9EWM,  
KLAMATH COUNTY, OREGON



MAP PREPARED BY:

**TRU SURVEYING LINE**

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603

WE HEREBY CERTIFY THAT THE EASEMENT CREATED BY THIS DOCUMENT DOES NOT  
CONFLICT WITH OTHER EASEMENTS OF RECORD AS DEPICTED IN AMERITITLE TITLE  
COMPANY TITLE REPORT NUMBER: 0100533/ DATED: MARCH 27, 2014 / REVISED  
JANUARY 20, 2015 AND OCTOBER 30, 2015