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10/12/2016 03:21:56 PM

Fee: \$67.00

Return to:

Pacific Power

Attn: Right of Way

825 NE Multnomah Street, Suite 1700

Portland, OR 97232

RW 20150203 /mattlock

RIGHT OF WAY EASEMENT

For value received **Craig D. Spoonemore and Betty L. Spoonemore**, as tenants by the entirety ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation ("Grantee"), a perpetual easement for a right of way (a) thirty (30) feet in width and nine hundred thirty (930) feet in length, and (b) thirty (30) feet in width and seventy-five (75) feet in length for overhead lines and ten (10) feet in width and one hundred forty (140) feet in length for underground line, 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 without limitation: 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"), 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 and as shown on Exhibit "A" attached hereto and by this reference made a part hereof ("Easement Area").

A portion of:

Parcel 1 of Land Partition 46-96, situated in the NE ¼ of the SE ¼ of Section 22 and the NW ¼ of the SW ¼ of Section 23, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Assessor's Map No.: 3407-22-303 3407-23-600 Parcels No. 303 & 600

1. Interconnection Agreement. On real property adjacent to the Easement Area, Saturn Power Inc., a Delaware corporation, ("Customer"), is developing an electric generation facility ("Customer Generation Facility"). Grantee and Customer have entered into that certain Standard Small Generator Interconnection Agreement, dated July 1, 2015, designated as Generation Interconnection Queue Number, Chiloquin Q0612 (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 and 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. 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 8/2/2016 day of W, 2016.

GRANTOR

Craig D. Spoonmore
Craig D. Spoonmore

Betty L. Spoonmore
Betty L. Spoonmore

INDIVIDUAL ACKNOWLEDGEMENT

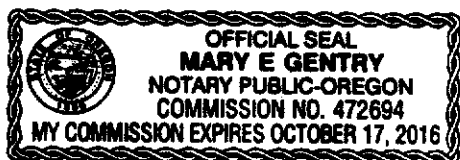
State of Oregon)
County of Klamath)ss

This instrument was acknowledged before me on this 02 day of August, 2016,
by Craig D. Spoonmore and Betty L. Spoonmore.

[Seal]

Mary E. Gentry
Notary Public

My commission expires: Oct. 17, 2016



GRANTEE:

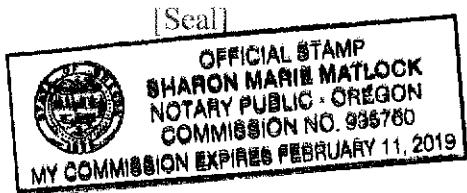
PacifiCorp

By: Jana Mejdell
Jana Mejdell, Director, Real Estate Management

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON)
)ss
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on this 16 day of August, 2016,
by Jana Mejdell, as Director, Real Estate Management of PacifiCorp, an Oregon corporation.



Sharon M. Matlock
Notary Public

My commission expires: 2/11/2019

CUSTOMER:

Saturn Power Inc.

By: [Signature]
Name: Raymond G. Roth
Its: _____

REPRESENTATIVE ACKNOWLEDGEMENT

Province Ontario, Canada
~~STATE OF~~
Reg. Mun. of Waterloo^{ss}
~~COUNTY OF~~

This instrument was acknowledged before me on this 10th day of August, 2016,
by Raymond G Roth for Saturn Power Inc.



[Signature]
Notary Public
My commission expires: Lifetime

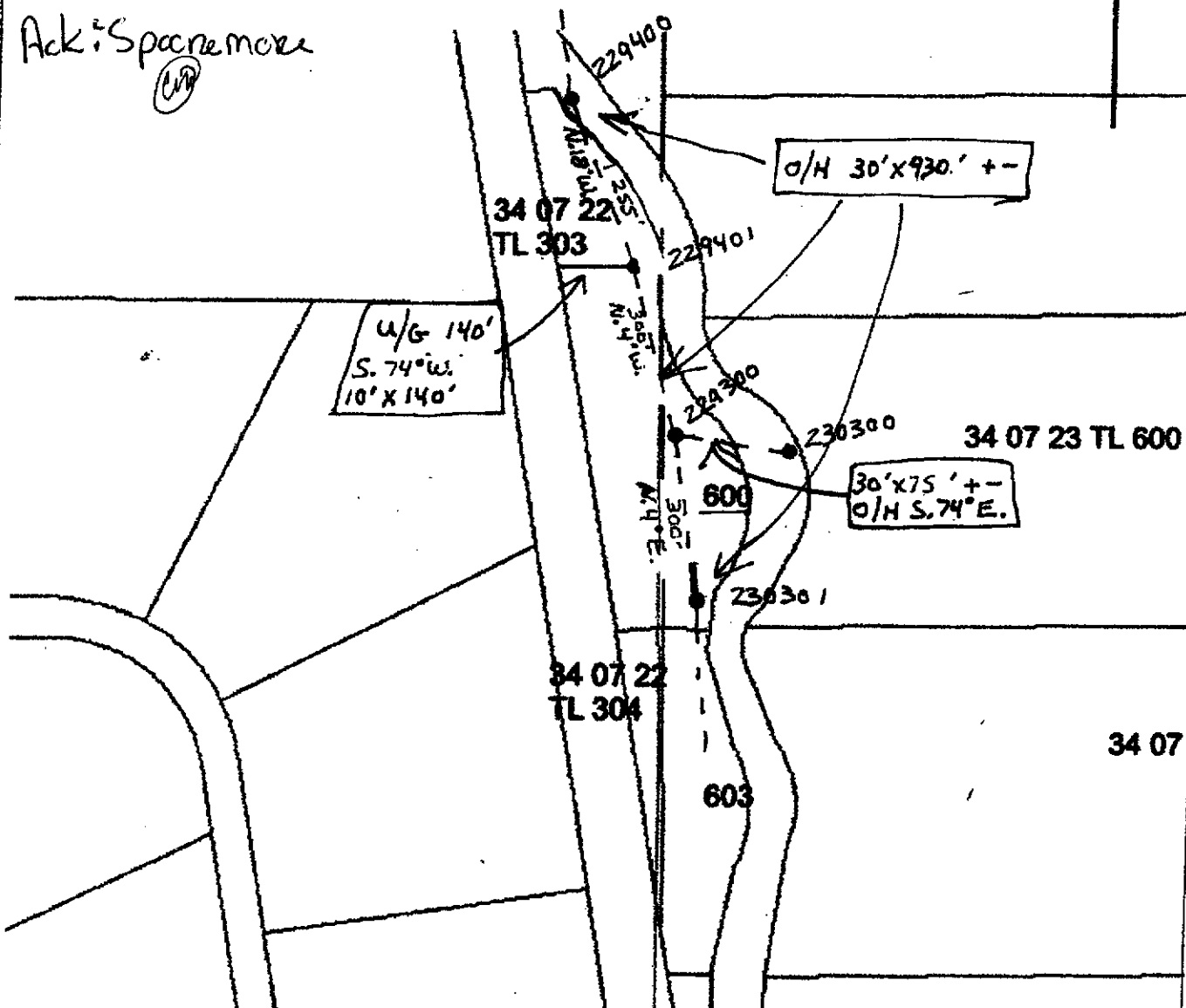
William Timothy Lowes
LOWES, SALMON & GADBOIS
Barristers, Solicitors & Notaries
67 Huron Street / PO Box #6086
New Hamburg, ON N3A 2K6

Property Description

E 1/2 22
Section: W 1/2 23 Township: 34 S (N or S) Range: 7 E (E or W) Willamette Meridian
County: Klamath State: OR
Parcel Number: 3407-22-303 3407-23-600
Mo4-69530



Ack: Spoonmore
(initials)



CC#: 11176 WO#: 006116613
Landowner Name: Spoonmore
Drawn by: P63210

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

EXHIBIT A

PacifiCorp

SCALE: N.T.S.