



2016-012650

Klamath County, Oregon

11/29/2016 09:22:00 AM

Fee: \$97.00

After Recording Return to:

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

EXCLUSIVE EASEMENT

For value received, Richard V. Rajnus and Denise M. Paulsen who acquired title as Richard V. Rajnus and Denise [sic] M. Rajnus, husband and wife ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, its contractors or agents ("Grantee"), on and subject to the terms and conditions set forth herein, an exclusive easement (the "Easement") on a portion of the Property (as defined below) shown in **Exhibit A** (the "Easement Area") attached hereto, for the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal within the Easement Area of Grantee's: (i) substation expansion, perimeter fencing, gates, grounding wires, control house, and related facilities and appurtenances; and (ii) electric distribution, transmission and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation poles, towers (including communication towers), 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 following real property (the "Property") of Grantor in Klamath County, State of Oregon.

A portion of the Property: Assessor's Map No. 41 12 16 Parcel No. 1300

1. Interconnection Agreement.

Grantee and OR Solar 3, LLC ("Customer") have entered into a Standard Small Generator Interconnection Agreement, dated February 3, 2016, designated as Generation Interconnection Queue Number, Q0661 (the "Interconnection Agreement"). Separately, Grantor and Customer have entered into an option to purchase agreement under which Customer holds an option to purchase certain real property of Grantor, including the real property comprising the Easement Area ("Option Agreement") for the purpose of conveying fee title interest to Grantee for the expansion of the Electric Facilities and Improvements driven by the Customer's electric generation facility.

Grantor.

2. Grantee's Use of Easement.

Grantee may use the Easement Area for any lawful purpose including without limitation purposes related to the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of the Electric Facilities and Improvements and such other activities as are reasonably necessary and appropriate to enable Grantee to fulfill its obligations under the Interconnection Agreement and comply with applicable laws and regulations. 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.

Notwithstanding anything to the contrary in the Option Agreement, Customer, Lessee and Grantor agree that Grantee shall have sole access and control of the Easement Area. Customer, Lessee and 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. Grantee shall have non-exclusive right of ingress and egress to the Easement Area across and through the Property for all activities of Grantee that are consistent 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 upon written notice to Grantee thereof, and Grantee shall remove its Electric Facilities and Improvements at Customer's sole cost and expense.

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 the Customer. Grantee shall have no obligation for payment of property taxes or other levies or assessments allocable to the Easement Area, the obligation for which shall remain with Grantor.

5. 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 from and against any expenses (including reasonable attorneys' fees and court costs), damages, losses and penalties alleged or resulting from any third party claims arising in connection with any such failure to obtain applicable permits or other permitting defects.

6. Environmental Representations and Warranties.

Grantor represents, warrants, and covenants to Grantee that no 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"), 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.

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. Except as limited by Section 7(B) below, Grantor agrees to indemnify, defend, and hold Grantee, its employees, officers, directors, representatives and/or agents (collectively, the "Grantee Indemnified Parties") harmless against any and all losses, expenses (including reasonable attorneys' fees), damages, claims, demands, suits, actions, proceedings, or causes of action 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 ("Claim" or "Claims").

B. Notwithstanding the foregoing, Grantor's agreement to indemnify, defend, and hold Grantee harmless does not extend to any Hazardous Materials placed, spilled, disposed of, discharged, or released by Grantee, or its employees or agents.

C. If any such Claim 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.

D. 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, or its employees or agents.

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

8. Lien Indemnity.

- A. Grantor agrees to (i) indemnify, defend, and hold harmless Grantee Indemnified Parties from and against any and all losses, expenses (including reasonable attorneys' fees), damages, claims, demands, suits, actions, proceedings, or causes of action arising from or connected with (a) any laborers', materialmen's and mechanics' liens or claims made or filed against Grantee, upon the Electric Facilities and Improvements or the Easement Area on account of any labor performed and/or equipment furnished to Grantor, and (b) any claim made, based on any right, interest or claim that may exist, arise or be asserted against the Electric Facilities and Improvements or the Easement Area under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. 499a et seq. ("PACA"), the Packers and Stockyard Act of 1921, as amended 7, U.S.C. 181 et seq. ("PASA"); and (ii) keep the Electric Facilities and Improvements and the Easement Area free and clear of all such liens and claims except to the extent created by or through Customer, Grantee or any of the Grantee Indemnified Parties.
- B. Customer agrees to (i) indemnify, defend, and hold harmless Grantee Indemnified Parties from and against any and all losses, expenses (including reasonable attorneys' fees), damages, claims, demands, suits, actions, proceedings, or causes of action arising from or connected with (a) any laborers', materialmen's and mechanics' liens or claims made or filed against Grantee, upon the Electric Facilities and Improvements or the Easement Area on account of any labor performed and/or equipment furnished to Customer and (b) any claim made, based on any right, interest or claim that may exist, arise or be asserted against the Electric Facilities and Improvements or the Easement Area under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. 499a et seq. ("PACA") or the Packers and Stockyard Act of 1921, as amended 7, U.S.C. 181 et seq. ("PASA"), to the extent it arises out of Customer's activities; and (ii) keep the Electric Facilities and Improvements and the Easement Area free and clear of all such liens and claims except to the extent created by or through Grantor, Grantee or any of the Grantee Indemnified Parties.
- C. Grantor and Customer's respective obligations to indemnify, defend and hold harmless Grantee from such liens and claims shall not in any way be rendered unenforceable, or altered, amended, eliminated or otherwise conditioned by any laws and regulations related to processing such liens or claims. Grantee shall have

no obligation to deliver a copy of any notice of claim or right to a lien to Grantor, Customer or any other person or entity.

9. 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, subject only to the Option Agreement.

10. Subordination and Consent.

To the extent Customer is the holder of an option to purchase the dominate estate through the Option Agreement, Customer hereby acknowledges, subordinates, and consents to this easement.

11. 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).

12. 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.

13. 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.

14. Survival.

The provisions set forth in paragraphs 3 and 5 through 13 hereof shall survive the termination or abandonment of this Easement.

{SIGNATURES ON FOLLOWING PAGE}

EXECUTED as of the last date set forth below.

Grantor

Richard V. Rajnus

By: Richard V. Rajnus
Date: 11-22-16

Denise M. Paulsen

By: Denise M. Paulsen
Date: 11-22-16

Grantee

PacifiCorp, an Oregon corporation

By: Jana Lee Mejdell
Jana Lee Mejdell, Director of Real Estate
Management
Date: 11-14-16

Customer

OR Solar 3, LLC

By: _____
Its: _____
Date: _____

EXECUTED as of the last date set forth below.

Grantor

Richard V. Rajnus

By: _____

Date: _____

Denise M. Paulsen

By: _____

Date: _____

Grantee

PacifiCorp, an Oregon corporation

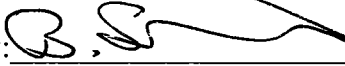
By: _____

Jana Lee Mejdell, Director of Real Estate
Management

Date: _____

Customer

OR Solar 3, LLC

By: 

Its: President of Sole Member of Managing Member

Date: _____

Approved by Legal

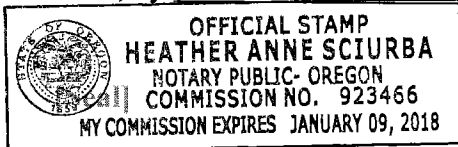


INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me on this 22nd day of Nov,
2016, by Richard V. Rayner



Heather Anne Sciurba
Notary Public

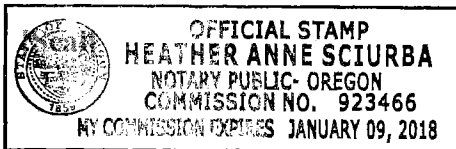
My commission expires: Jan 9 2018

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me on this 21st day of Nov.,
2016, by Benise M. Faurisier



Heather Anne Sciurba
Notary Public

My commission expires: Jan 9 2018

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me on this 14th day of November,
2016, by Jana Lee Mejdell as Director or Real Estate Management for PacifiCorp, an
Oregon Corporation.



Maggie Jean Hodny
Notary Public

My commission expires: 02/09/2019

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2016,

by _____ for _____.

[Seal]

Notary Public

My commission expires: _____

See attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Alameda

Subscribed and sworn to (or affirmed) before me

on this 22 day of November, 2016
by Date Month Year

(1) Boris Schubert

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature

Signature of Notary Public



Seal
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: Exclusive Easement Document Date: OR 5/18/3, LLC

Number of Pages: 10 Signer(s) Other Than Named Above: _____

Exhibit A
Page 1 of 2

Portion of Parcel ID R110365

That portion of land situate within the Northeast 1/4 of Section 16, Township 41 South, Range 12 East, Willamette Meridian, Klamath County, State of Oregon, more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of Drazil Road, a County Road, said point also being the northwest corner of that certain parcel of land as described in that Warranty Deed to The California Oregon Power Company, recorded on July 6, 1925, in Book 67, Page 224, Record of Deeds in Klamath County, Oregon, from which the 1/4 Corner common to Sections 9 & 16 of said Township bears North 01°25' West, 2519 feet distant;

Thence along said easterly right-of-way line, North 00°47' West, 35.33 feet;

Thence departing said easterly right-of-way line, North 89°13' East, 148.67 feet;

Thence South 00°47' East, 135.33 feet, more or less, to a point on the northerly right-of-way line of State Route 50 (Klamath Falls – Malin Highway);

Thence along said northerly right-of-way line, South 89°13' West, 48.67 feet, to the southeast corner of said Warranty Deed parcel;

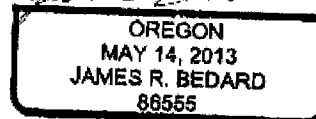
Thence departing said northerly right-of-way line, along the easterly line of said Warranty Deed parcel, North 00°47' West, 100 feet;

Thence along the northerly line of said Warranty Deed parcel, South 89°13' West, 100 feet, more or less, to the Point of Beginning.

Containing an area of 10,120 square feet, more or less.

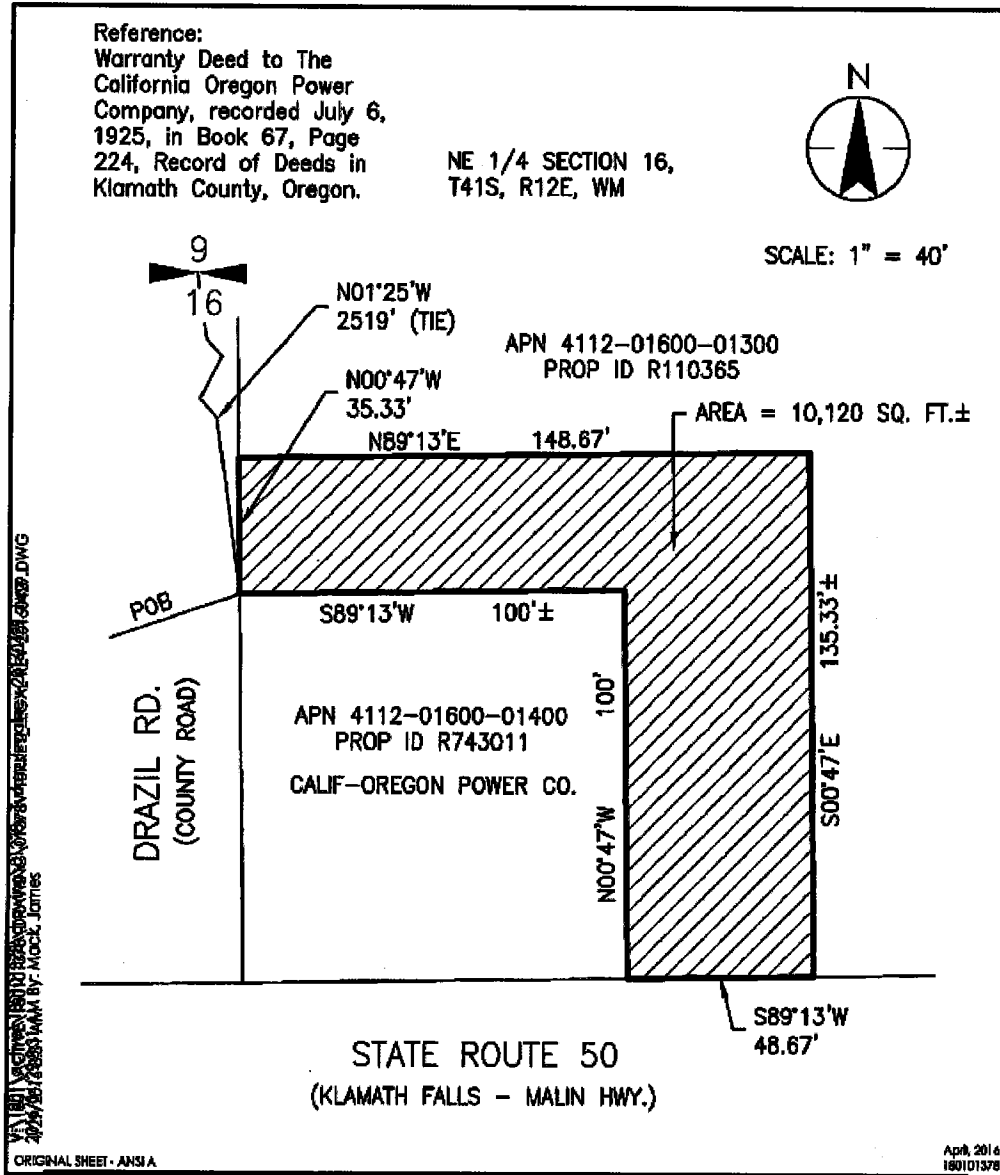
Note: the above does not describe a legally subdivided parcel in accordance with Oregon Revised Statutes.

Prepared By: James R. Bedard, PLS 86555
Stantec Consulting Services Inc.
6995 Sierra Center Parkway
Reno, Nevada 89511-2279
(775) 850-0777



EXPIRES: 12/31/17

Exhibit A
Page 2 of 2



6995 Sierra Center Parkway, Suite 200
Reno, Nevada 89511
www.stantec.com

Client/Project
ORIGIS ENERGY
TURKEY HILL
SUBSTATION EXPANSION
Figure No.

Title
EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION