



2017-008849
Klamath County, Oregon
08/07/2017 01:58:00 PM
Fee: \$92.00

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, OR Solar 8, LLC, a Delaware limited liability company ("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) described in **Exhibit A** and shown in **Exhibit B** (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) 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 following real property (the "Property") of Grantor in Klamath County, State of Oregon:

A portion of the Property: Assessor's Map No. R-3810-02500-00100-000

1. **Interconnection Agreement.**

Grantee and Grantor, entered into a Standard Small Generator Interconnection Agreement, dated March 29, 2016, designated as Generation Interconnection Queue Number, Q0671 (as amended from time to time, 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 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.

Grantee shall have sole access and control of the Easement Area, and Grantor shall not have access to the Easement Area, except as may otherwise be provided pursuant to separate written agreement between Grantor and Grantee (including, without limitation, as may be agreed upon in the Interconnection Agreement). Grantor shall not grant additional uses upon the Easement Area, except with Grantee's prior written approval. Grantee shall have a 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 acknowledges that a telecommunication service provider who is furnishing communication equipment for Grantor (such as a leased fiber, T1 or other similar communication equipment) may access the Easement Area; however, such access by the telecommunication service provider is subject to Grantee's rules and regulations for such entry, as may be modified at Grantee's sole discretion.

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 and Termination.

A. The duration of this Easement shall be for an indefinite term, provided, however, subject to the survival of limited easement rights described in this Section 3.a., that this Easement shall terminate upon written notice to Grantee by Grantor or Grantor's successor(s) in interest, which notice may be given by Grantor or Grantor's successor(s) in interest on or after the date any of the following occur: (i) in the event Grantee shall fail to use the Easement Area for the purposes stated herein for a continuous period of six (6) months at any time after the initial installation; (ii) in the event that Grantor ceases selling power to PacifiCorp for a period of six (6) months; or (iii) the Interconnection Agreement is terminated and not renewed. Notwithstanding the termination of this Easement, the rights granted Grantee under this Easement shall survive to the extent reasonably required in order for Grantee to perform and complete the removal of its Electric Facilities and Improvements as contemplated under Section 3.b. below.

B. On termination of this Easement, Grantee shall, within a reasonable period, remove its Electric Facilities and Improvements at Grantor's sole cost and expense, and, upon payment in full of any outstanding amounts due from Grantor to Grantee, Grantee shall execute an easement termination agreement or quit claim deed, in a recordable form reasonably satisfactory to Grantor or Grantor's successor(s) in interest, sufficient to remove this Easement as an encumbrance on the Property's title.

4. Relocation. Grantor agrees that in the event Grantee is required to relocate or remove its Electric Facilities and Improvements from the Easement Area, Grantor will be responsible for the sole cost and expense associated with any relocation or removal, as agreed upon in the Interconnection Agreement.

5. 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. 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.

6. Permitting.

Grantor 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 Grantor, including without limitation as may be agreed upon in the Interconnection Agreement. In the event Grantor fails to secure any such permitting or approvals, Grantor is responsible for remedy at its sole cost and expense and will further indemnify, defend and hold Grantee harmless in connection with any such permitting defects.

7. Environmental Representations and Warranties.

Grantor represents, warrants, and covenants to Grantee that, except as otherwise previously disclosed to Grantee in writing and to the best of Grantor's knowledge: 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, transport, 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 so long as Grantee complies with all Environmental Compliance Laws.

8. Environmental Indemnification.

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 (except as otherwise limited below, each a "Claim" or "Claims").

Notwithstanding the forgoing, Grantor's agreement to indemnify, defend, and hold Grantee and Grantee Indemnified Parties harmless does not extend to (i) any Hazardous Materials placed, spilled, disposed of, discharged, or released by Grantee or any of the Grantee Indemnified Parties; or (ii) any violation of Environmental Compliance Laws associated

with the Property and/or the Easement Area caused by the activities of Grantee or any of Grantee Indemnified Parties.

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.

If, at any time, Hazardous Materials 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, spilled, disposed of, discharged, or released by Grantee or any of the Grantee Indemnified Parties to the extent such Hazardous Materials were brought to the Easement Area by Grantee or any of the Grantee Indemnified Parties..

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

9. Lien Indemnity.

- A. Grantor agrees to indemnify, defend, and hold harmless Grantee and/or 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"), or the Packers and Stockyard Act of 1921, as amended 7, U.S.C. 181 et seq. ("PASA"); and shall 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 Grantee or any of the Grantee Indemnified Parties.
- B. Grantor's obligation to indemnify, defend and hold harmless Grantee and the Grantee Indemnified Parties 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 claims or right to a lien to Grantor or any other person or entity.
- C. Subject to reimbursement from Grantor as provided in the Interconnection Agreement and as may be provided in any other written agreement between Grantor and Grantee, Grantee shall pay as due all claims not disputed by Grantee in good faith for work done on and for services rendered or material furnished for the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of the Electric Facilities and Improvements.

10. Representations and Warranties.

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

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 through 14 hereof shall survive the termination or abandonment of this Easement.

{SIGNATURES ON FOLLOWING PAGE}

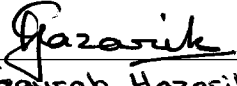
EXECUTED as of the last date set forth below.

Grantor

OR Solar 8, LLC, a Delaware limited liability company

By: ET Cap OR Holdings LLC, its Sole Member

By: ET Capital Solar Partners (USA), Inc., its Managing Member

By: 
Name: Gaurab Hazarika
Title: Authorized Person
Date: August 3, 2017

Grantee

PacifiCorp, an Oregon corporation


Jana Lee Mejdell
Director, Real Estate Management
Date: _____

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 Alameda

On 08/03/2017

Date

before me,

Michelle Romero Notary Public

Here Insert Name and Title of the Officer

personally appeared

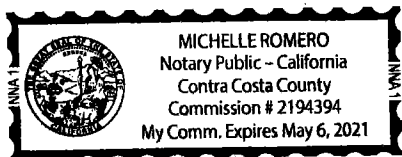
Gaurav Hatarika

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

Michelle Romero

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: Exclusive Agreement

Document Date: _____

Number of Pages: 10

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: _____

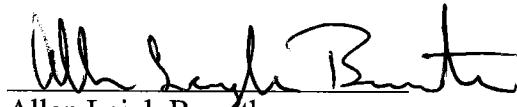
Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Grantee

PacifiCorp, an Oregon corporation



Allen Leigh Berreth

Director, Delivery and Assurance

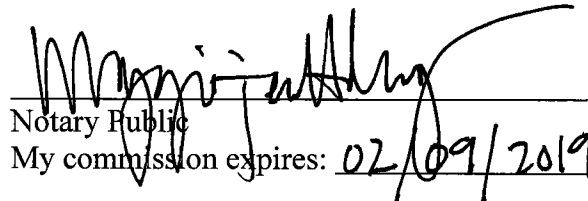
Date: 8/4/2017

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me on this 4th day of August, 2017,
by **Allen Leigh Berreth as Director of Delivery Assurance for PacifiCorp, an Oregon Corporation.**



Notary Public
My commission expires: 02/09/2019

EXHIBIT "A"

A Portion of APN 38-10-2500-100

A Control House Easement, situated within a portion of the Northeast 1/4 of Section 25, Township 38 South, Range 10 East, Willamette Meridian, Klamath County, State of Oregon, more particularly described as follows:

Commencing at the Northeast Corner of said Section 25 of said Township, monumented with a 3" aluminum cap;

Thence departing said Northeast Section Corner, South 53°22'38" West, 84.11 feet to the **POINT OF BEGINNING**;

Thence South 00°00'00" West, 43.00 feet;

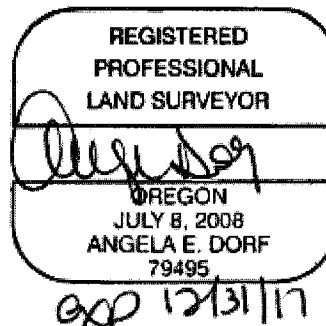
Thence North 90°00'00" West, 51.00 feet;

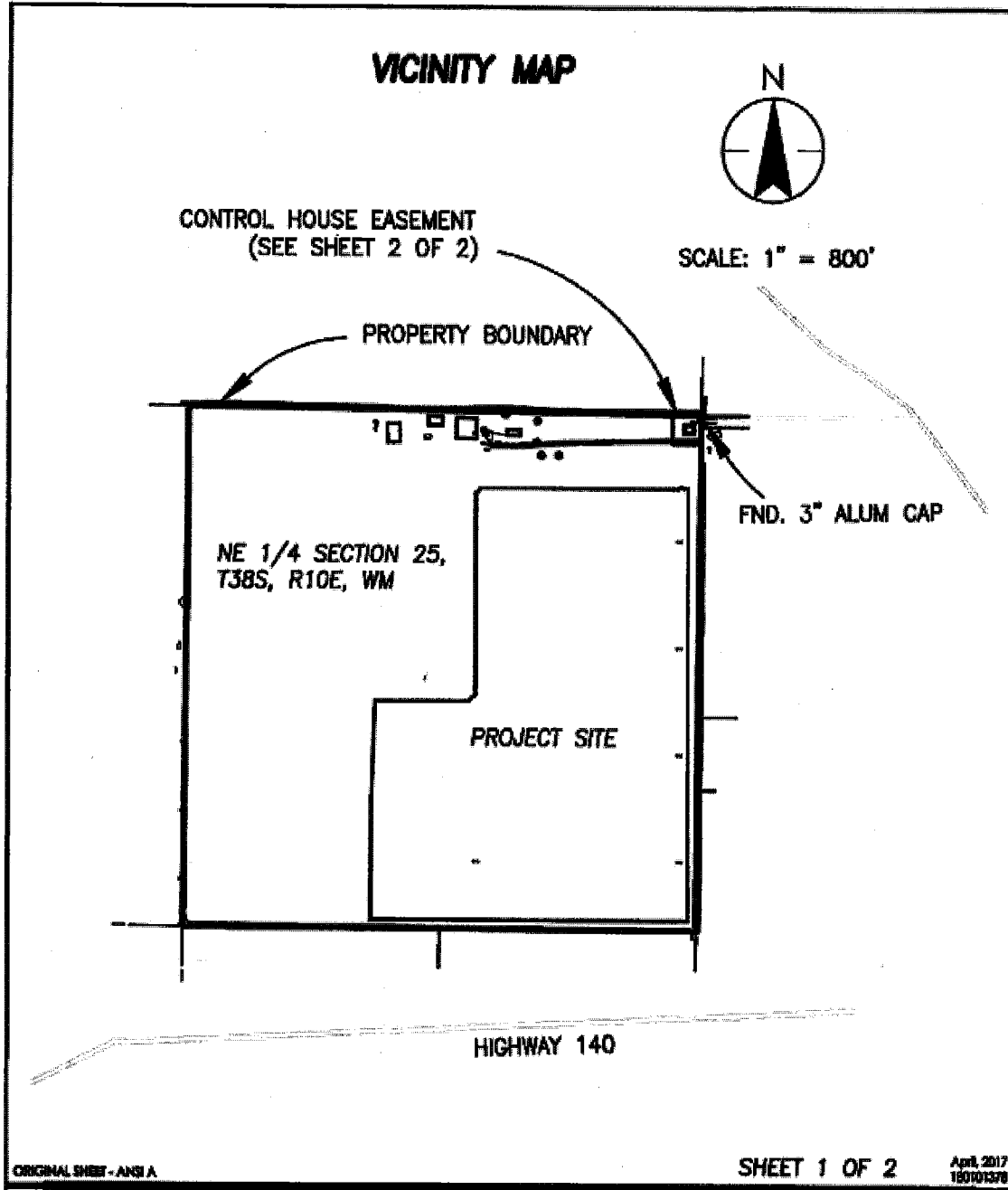
Thence North 00°00'00" East, 43.00 feet;

Thence South 90°00'00" East, 51.00 feet to the Point of Beginning.

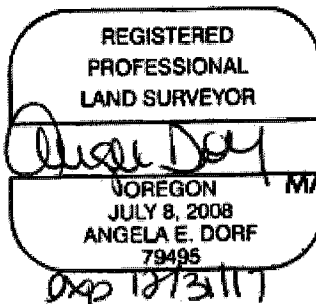
Containing an area of 2,193 square feet, more or less.

Prepared By: Angela E. Dorf, PLS 79495
Stantec Consulting Services Inc.
6995 Sierra Center Parkway
Reno, Nevada 89511-2279
(775) 850-0777





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



Client/Project
OR SOLAR 8, LLC
DAIRY SOLAR
CONTROL HOUSE EASEMENT
Figure No.

Title
EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION

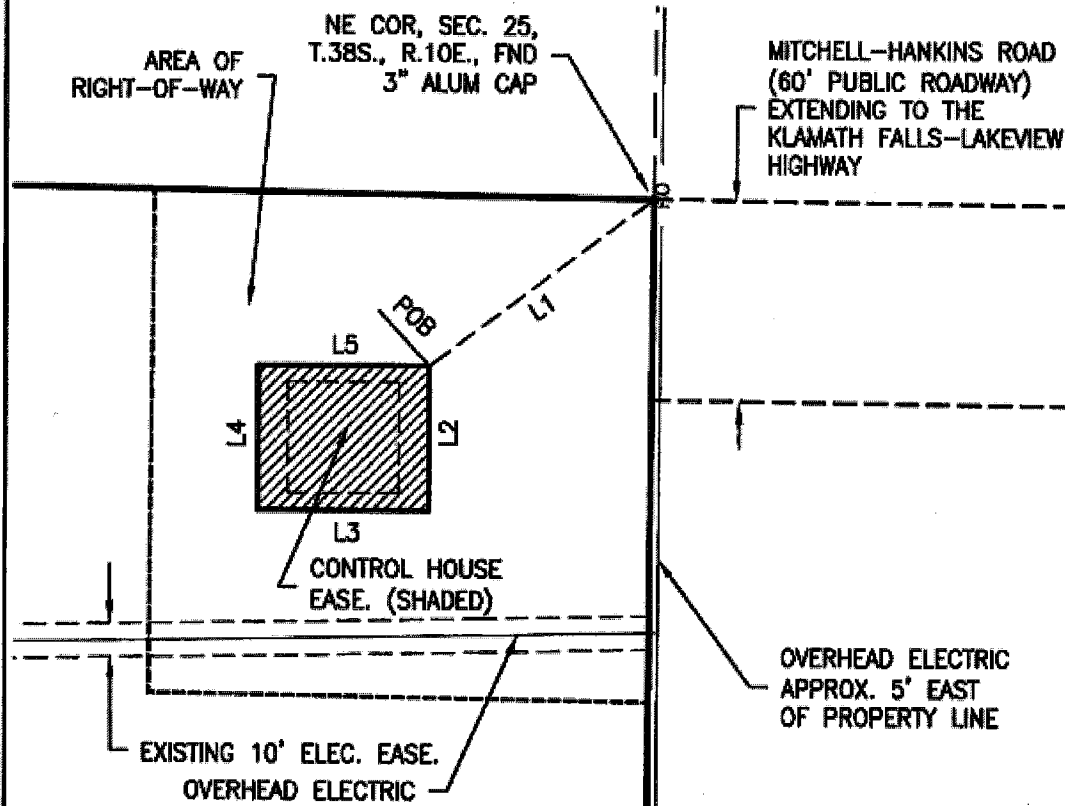
BASIS OF BEARINGS:
 GRID NORTH, NAD 1983 (2011)(EPOCH: 2010.000),
 OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE

AREA CONTROL HOUSE EASEMENT = 2,193 SQ. FT.±



SCALE: 1" = 50'

LINE	BEARING	DISTANCE
L1	S53°22'38"W	84.11'
L2	S00°00'00"W	43.00'
L3	N90°00'00"W	51.00'
L4	N00°00'00"E	43.00'
L5	S90°00'00"E	51.00'



ORIGINAL SHEET - ANSI A

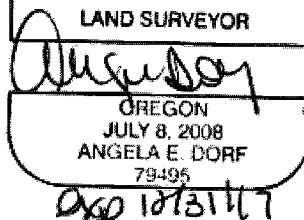
SHEET 2 OF 2

April, 2017
180101378



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

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR



Client/Project
 OR SOLAR B, LLC
 DAIRY SOLAR
 CONTROL HOUSE EASEMENT
 Figure No.

Title
 EXHIBIT "B"
 MAP TO SUPPORT LEGAL DESCRIPTION