

Return to:

Pacific Power
Attn: Right of Way/Jim Palmer
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

RW20170108

RIGHT OF WAY EASEMENT

For value received, **OR Solar 8, LLC**, a Delaware limited liability company ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation ("Grantee"), a perpetual (subject to Section 3) non-exclusive easement 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 (collectively, the "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, more particularly described as follows on Exhibit "A" and as shown on Exhibit "B" (the "Easement Area") attached hereto and by this reference made a part hereof:

A portion of the Property: Assessor's Map No. 38S 10E 25 Parcel No. 100

1. Interconnection Agreement. On real property adjacent to the Easement Area, Grantor is developing an electric generation facility ("Generation Facility"). Grantee and Grantor have entered into a Standard Small Generator Interconnection Agreement, dated March 29, 2016, designated as Generation Interconnection Queue Number, Q671 (Dairy) (as amended from time to time, 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. 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. 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, 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.
6. Environmental. 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.

7. Liens. 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 in order to keep the Easement Area and Property free from any liens placed by Grantee's contractors.
8. 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.
9. 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.
10. Survival. The provisions set forth in paragraphs 3 through 10 hereof shall survive the termination or abandonment of this Easement.

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.

[SIGNATURES ON THE FOLLOWING PAGE]

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: Gaurab Hazarika

Print: Gaurab Hazarika

Its: Authorized Person

Date: August 3, 2017

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____ for ET Capital Solar Partners (USA), Inc., as Managing Member for ET Cap OR Holdings LLC, as Sole Member of OR Solar 8, LLC, a Delaware limited liability company.

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 Alameda

On _____

before me,

Date

Here Insert Name and Title of the Officer

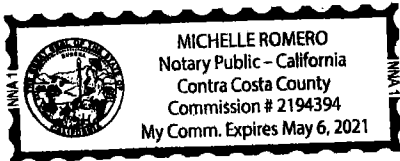
personally appeared Gaurav HAZARIKA

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

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 DocumentTitle or Type of Document: Right of Way Easement

Document Date: _____

Number of Pages: 9

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: _____

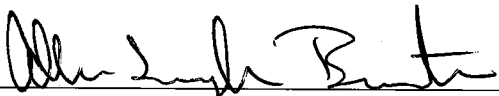
Signer's Name: _____

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

Signer Is Representing: _____

GRANTEE

PACIFICORP, an Oregon corporation



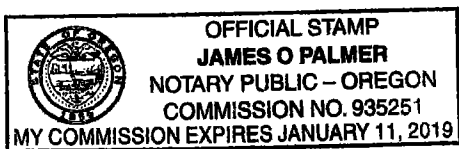
Allen Leigh Berreth
Director, Delivery Assurance
Date: 8/4/2017

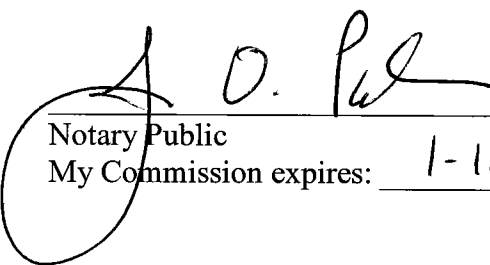
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

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





Notary Public
My Commission expires: 1-11-2019

EXHIBIT A
Legal Description of Grantor's Property

The NE1/4 of Section 25, Township 38 South, Range 10 East of the Willamette Meridian,
Klamath County, Oregon.

Tax Account No. R455224, Tax Map No. R-3810-02500-00100-000

EXHIBIT B (1 of 3)
Easement Area

A Portion of APN 38-10-2500-100

A Right-of-Way, 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:

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

Thence along the easterly line of said Section 25, South 00°34'14" West, 150.00 feet;

Thence departing said easterly Section line, North 89°11'24" West, 150.00 feet;

Thence North 00°34'14" East, 150.00 feet to the northerly line of said Section 25;

Thence along said northerly Section line, South 89°11'24" East, 150.00 feet to the Point of Beginning.

EXCEPTING THEREFROM the following area of a Control House Easement:

Commencing at said Northeast Corner of said Section 25 of said Township;

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 20,307 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

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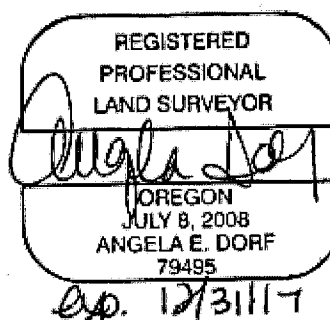
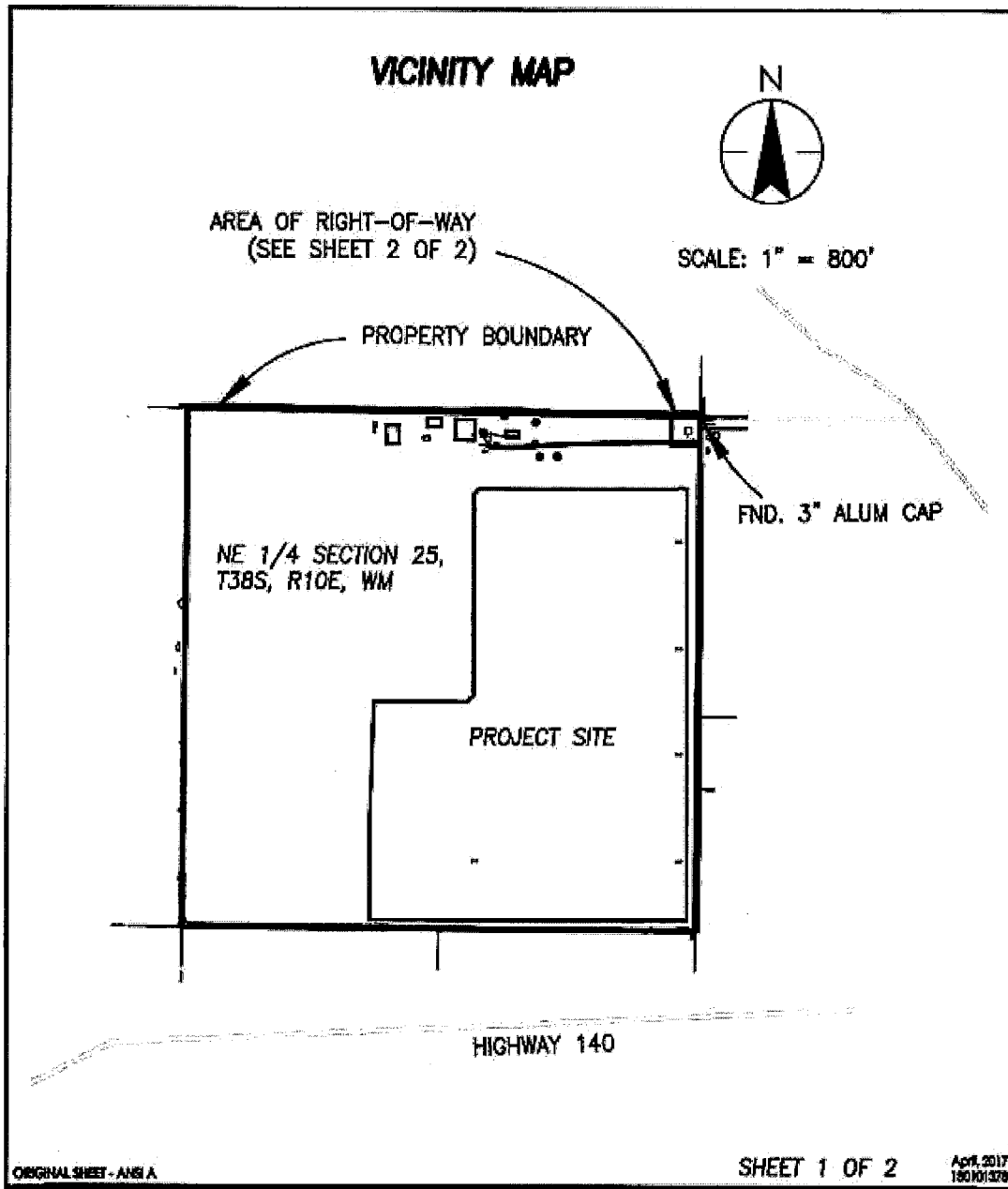
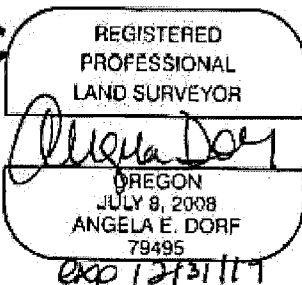


EXHIBIT B (2 of 3)
Easement Area



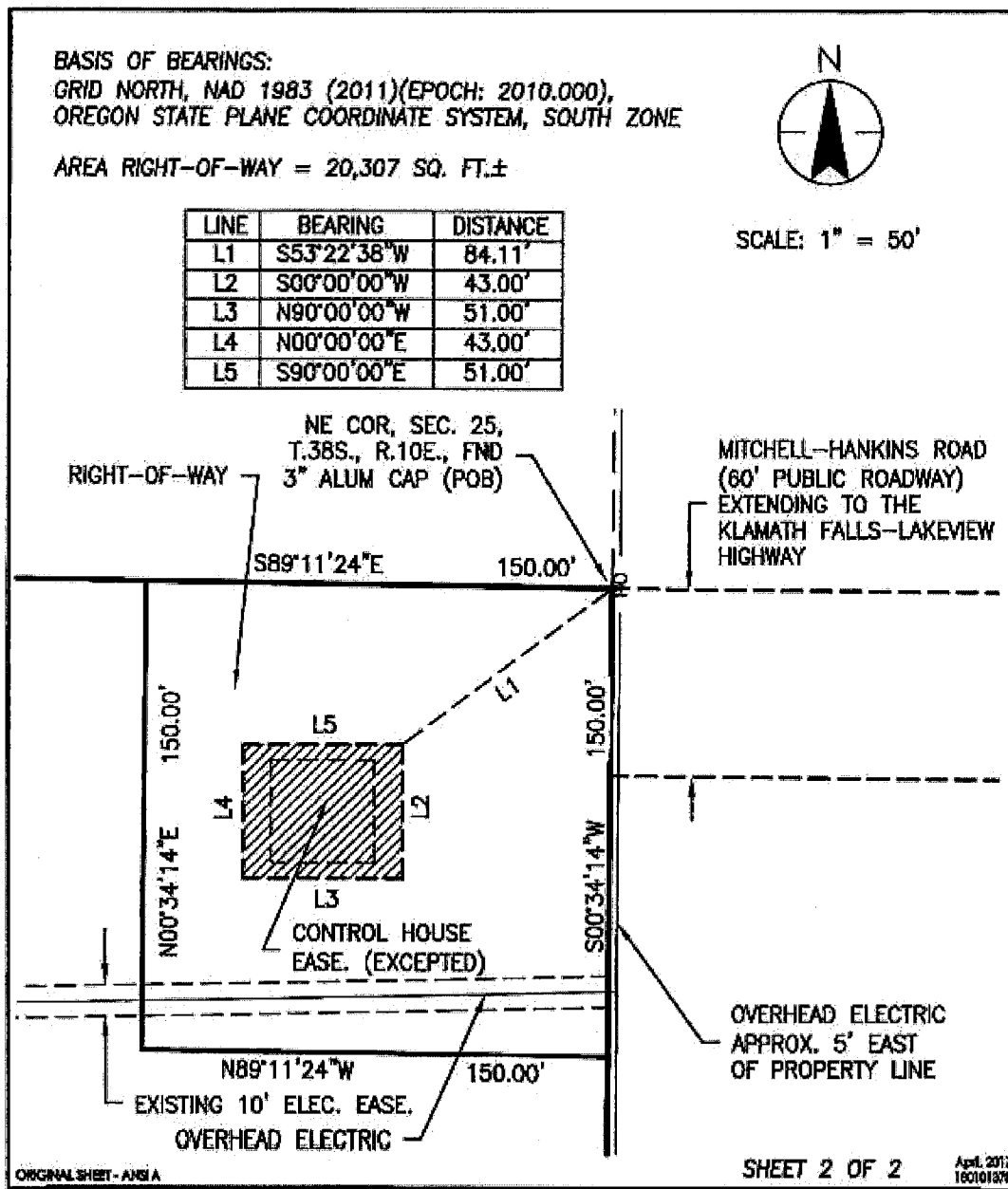
6995 Sierra Center Parkway
Reno, Nevada 89511
www.stantec.com



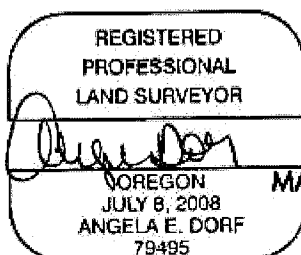
Client/Project
OR SOLAR 8, LLC
DAIRY SOLAR
RIGHT-OF-WAY
Figure No.

Title
EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION

EXHIBIT B (3 of 3)
Easement Area



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



Exp. 12/31/17

Client/Project
OR SOLAR 8, LLC
DAIRY SOLAR
RIGHT-OF-WAY
Figure No.

The **EXHIBIT "B"**
MAP TO SUPPORT LEGAL DESCRIPTION