

2017-011322

Klamath County, Oregon



00211137201700113220160166

10/06/2017 09:00:09 AM

Fee: \$117.00

Return to:

Pacific Power
Manager / Right of Way
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

Recording at the request of PacifiCorp to correct a Right of Way Easement previously recorded as recording number 2017-002584. Correcting Exhibit B with as-built survey.

Document Title(s): Right of Way Easement

Grantor:

OR Solar 5, LLC, a Delaware limited liability company

Grantee:

PacifiCorp, an Oregon corporation

Legal Description (i.e.: lot & block or section, township & range):

A portion of the property: Assessor's Map No. 41S 10E 02 Parcel No. 1100

Additional legal description is on page 1 of document.

Assessor's Property Tax Parcel Number: R-4110-00200-01100-000

00200405201700025846110116

03/13/2017 09:00:20 AM

Fee: \$92.00

Return to:

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

RW20160134

RIGHT OF WAY EASEMENT

For value received, **OR Solar 5, LLC**, a Delaware limited liability company ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation ("Grantee"), a perpetual 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. 41S 10E 02 Parcel No. 1100

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 February 12, 2016, designated as Generation Interconnection Queue Number, Q670 (Merrill) (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 Section 3.b below, 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 it 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 place 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 5, 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: [Signature]

Print: LEWIS SUI

Its: President

Date: March 6, 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 5, 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 Colameda

On 03/06/2017 before me, Michelle Romero Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Linhui Su
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: Right of Way Easement Document Date: _____
Number of Pages: 10 Signer(s) Other Than Named Above: + 1

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

Jana Lee Mejdell

Jana Lee Mejdell

Director, Real Estate Management

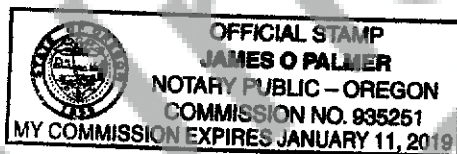
Date: 3-8-17

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 8th day of March, 2017,
by Jana Lee Mejdell as Director of Real Estate Management for PacificCorp, an Oregon
corporation.



J. O. Palmer
Notary Public

My Commission expires: 1-11-2019

EXHIBIT A
Legal Description of Grantor's Property

A tract of land situate in Section 2, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

That portions of the N1/2 of said Section lying Easterly of the Northeasterly boundary of the D-1-C Lateral deeded to the United States of America in Deed Volume 111, page 183, Deed Records of Klamath County, Oregon, and South of the 6-C-1 Drain deeded to the United States of America in Volume 111, page 183, Deed Records of Klamath County, Oregon; and West of the Westerly right of way line of the Great Northern Railway, recorded October 13, 1932, in Volume 99, page 109, Deed Records of Klamath County, Oregon. SAVING AND EXCEPTING therefrom the right of way of the K.I.D. No. 6 Drain recorded January 13, 1915, in Volume 43, page 239, Deed Records of Klamath County, Oregon.

AND ALSO that portion of the S1/2 of said Section 2 lying Easterly of the Northeasterly right of way of Highway No. 39 and Westerly of the Westerly boundary of the K.I.D. No. 6 Drain, recorded January 13, 1915 in Deed Volume 43, page 239, Deed Records of Klamath County, Oregon, SAVING AND EXCEPTING that portion conveyed to the United States of America for the D-1-C Lateral in Volume 111, page 183, Deed Records of Klamath County, Oregon.

EXCEPTING THEREFROM that portion of Tracts 19, 20, 35 and 40 and Second Street adjacent thereto of MERRILL TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, lying Northeasterly of the Dalles - California Highway (State Highway 39).

Tax Account No. R100722, Tax Map No. R-4110-00200-01100-000

EXHIBIT B (1 of 4)
Easement Area

A Portion of APN R-4110-00200-01100

A Utility Easement, situate within the Southwest 1/4 of Section 2, Township 41 South, Range 10 East, Willamette Meridian, Klamath County, State of Oregon, more particularly described as follows:

BEGINNING at a point from which the South 1/4 Corner of said Section 2 of said Township, monumented with a 1" iron pipe in a monument well per Monument Record 4110-E19, bears South 21°57'29" East, 2,492.36 feet distant;

Thence North 34°06'46" West, 140.76 feet;

Thence South 82°37'02" West, 23.31 feet to the easterly right-of-way of U.S. Highway No. 39;

Thence along said easterly right-of-way, North 35°53'11" West, 34.14 feet;

Thence departing said easterly right-of-way, North 82°37'02" East, 24.50 feet;

Thence North 34°06'46" West, 5.65 feet;

Thence North 55°53'14" East, 30.00 feet;

Thence South 34°06'46" East, 66.65 feet;

Thence South 82°27'13" East, 48.99 feet;

Thence South 41°05'58" East, 1.79 feet;

Thence South 49°59'59" West, 11.96 feet;

Thence North 82°27'13" West, 33.37 feet;

Thence South 34°06'46" East, 29.20 feet;

Thence North 35°56'28" East, 7.90 feet;

Thence South 40°00'01" East, 10.31 feet;

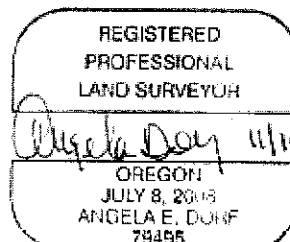
Thence South 35°56'28" West, 9.03 feet;

Thence South 34°06'46" East, 60.13 feet;

Thence South 55°53'14" West, 30.00 feet to the Point of Beginning.

Containing an area of 6,624 square feet, more or less.

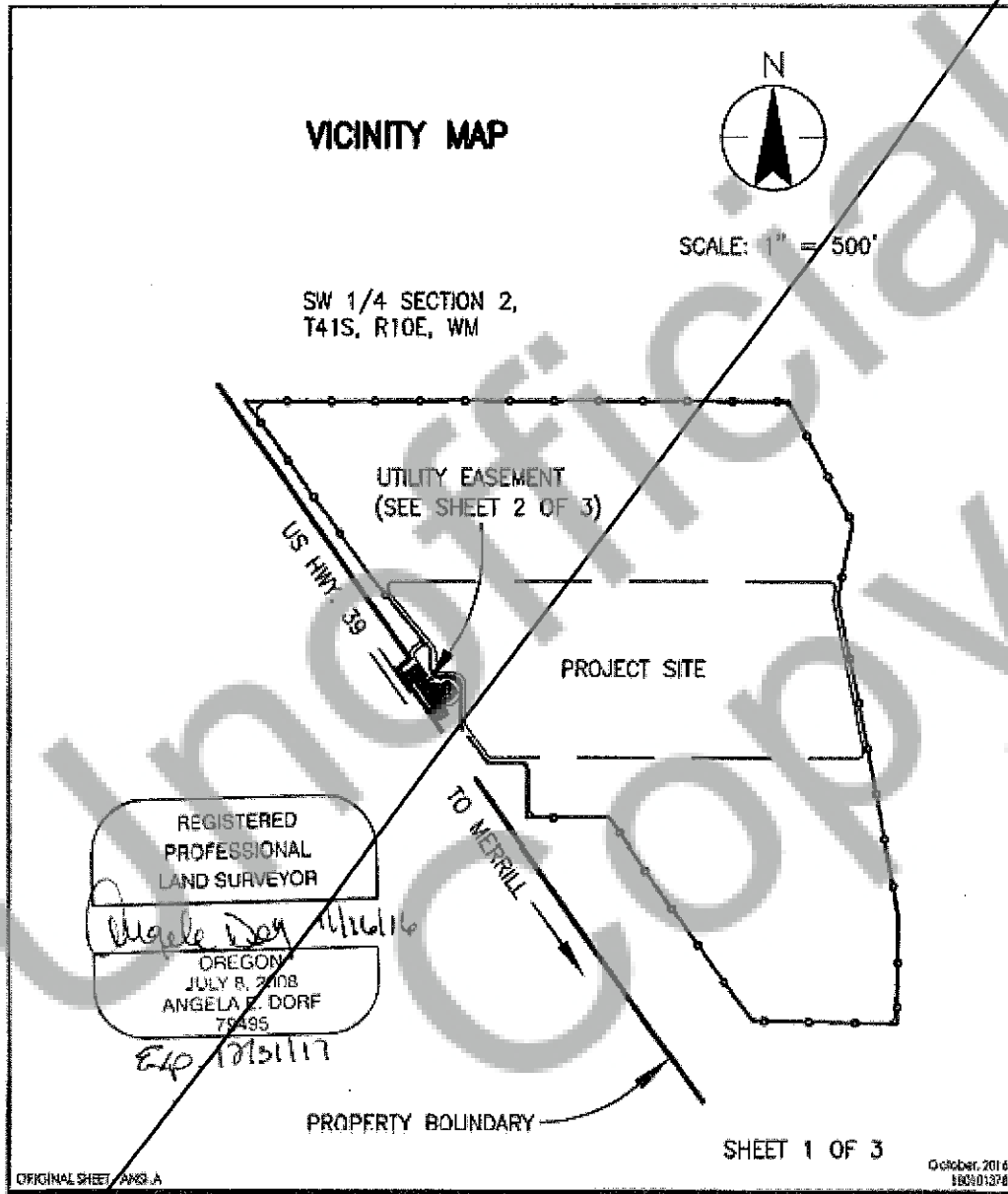
Prepared By: Angela E. Dorf, PLS 79495
Stanteo Consulting Services Inc.
6995 Sierra Center Parkway
Reno, Nevada 89511-2279
(775) 850-0777



Exp 12/31/17

EXHIBIT B (2 of 4)

Easement Area



Stantec

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

Client/Project

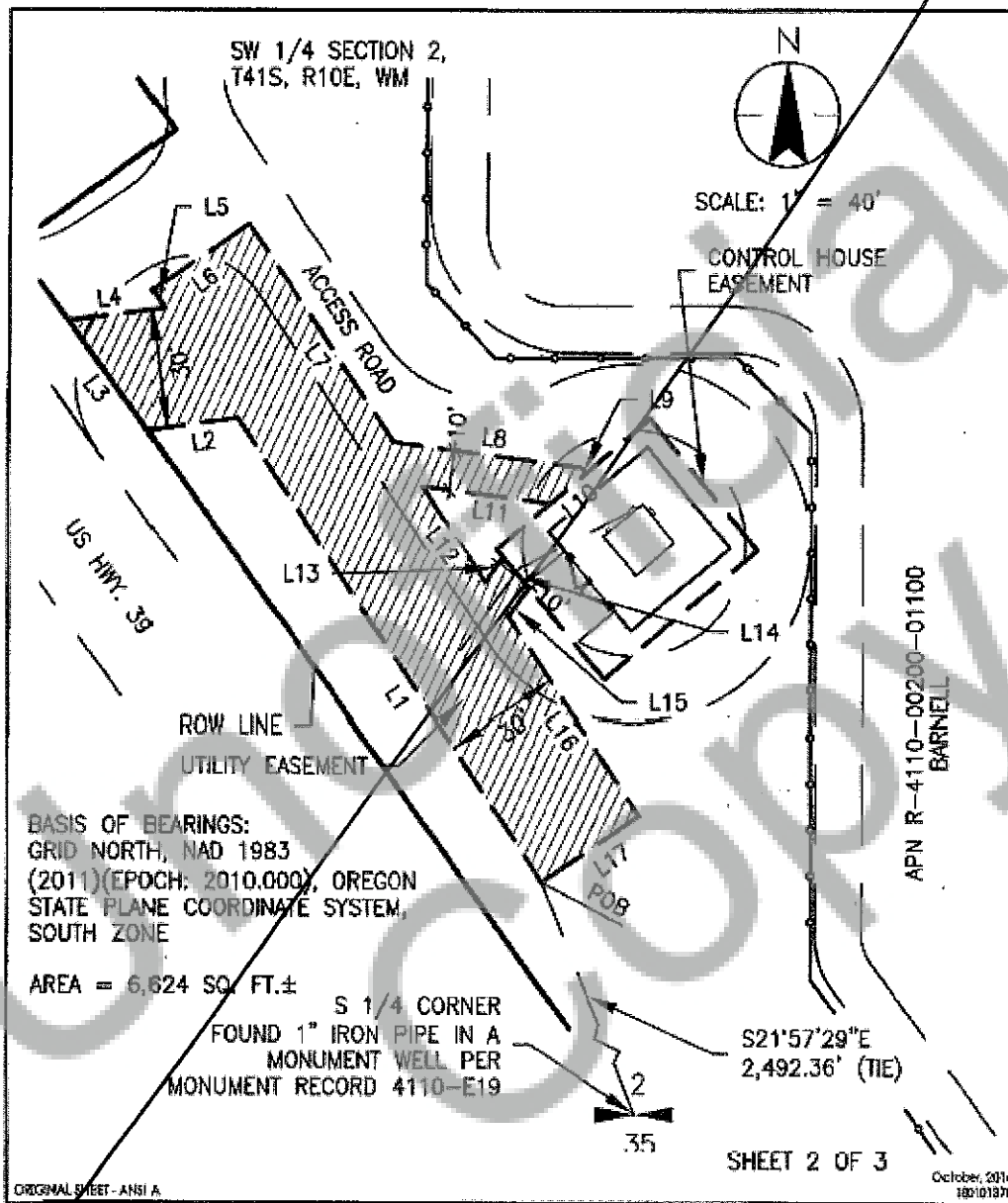
ORIGIS ENERGY
MERRILL
UTILITY EASEMENT

Figure No.

Title

EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION

EXHIBIT B (3 of 4)
Easement Area



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

Client/Project
ORIGIS ENERGY
MERRILL
UTILITY EASEMENT
Figure No.

EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION

EXHIBIT B (4 of 4)
Easement Area

LINE TABLE

LINE	BEARING	LENGTH
L1	N34°06'46"W	140.76'
L2	S82°37'02"W	23.31'
L3	N35°53'14"W	34.14'
L4	N82°37'02"E	24.50'
L5	N34°06'46"W	5.65'
L6	N55°53'14"E	30.00'
L7	S34°06'46"E	66.65'
L8	S82°27'13"E	48.99'
L9	S41°05'58"E	1.79'
L10	S49°59'59"W	11.96'
L11	N82°27'13"W	33.37'
L12	S34°06'46"E	29.20'
L13	N35°56'28"E	7.90'
L14	S40°00'01"E	10.31'
L15	S35°56'28"W	9.03'
L16	S34°06'46"E	60.13'
L17	S55°53'14"W	30.00'

ORIGINAL SHEET - ANSI A

SHEET 3 OF 3

October, 2016
189101378



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

Client/Project

ORIGIS ENERGY
MERRILL
UTILITY EASEMENT

Figure No.

Title

EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION

EXHIBIT B (1 of 4)
Easement Area

A Portion of AFN R-4110-00200-01100

A Utility Easement, situate within the Southwest 1/4 of Section 2, Township 41 South, Range 10 East, Willamette Meridian, Klamath County, State of Oregon, more particularly described as follows:

BEGINNING at a point from which the South 1/4 Corner of said Section 2 of said Township, monumented with a 1" iron pipe in a monument well per Monument Record 4110-E19, bears South 21°57'29" East, 2,492.36 feet distant;

Thence North 34°06'46" West, 140.76 feet;

Thence South 82°37'02" West, 23.31 feet to the easterly right-of-way of U.S. Highway No. 39;

Thence along said easterly right-of-way, North 35°53'11" West, 34.14 feet;

Thence departing said easterly right-of-way, North 82°37'02" East, 24.50 feet;

Thence North 34°06'46" West, 5.65 feet;

Thence North 55°53'14" East, 30.00 feet;

Thence South 34°06'46" East, 26.26 feet;

Thence South 82°00'26" East, 55.14 feet;

Thence South 41°05'58" East, 7.30 feet;

Thence South 49°59'59" West, 10.00 feet;

Thence North 41°05'58" West, 3.38 feet;

Thence North 82°00'26" West, 42.37 feet;

Thence South 34°06'46" East, 39.50 feet;

Thence North 35°56'28" East, 7.90 feet;

Thence South 40°00'01" East, 10.31 feet;

Thence South 35°56'28" West, 9.03 feet;

Thence South 34°06'46" East, 60.13 feet;

Thence South 55°53'14" West, 30.00 feet to the Point of Beginning.

Containing an area of 6,743 square feet, more or less.

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

Dated: 9/27/17

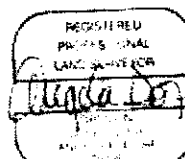
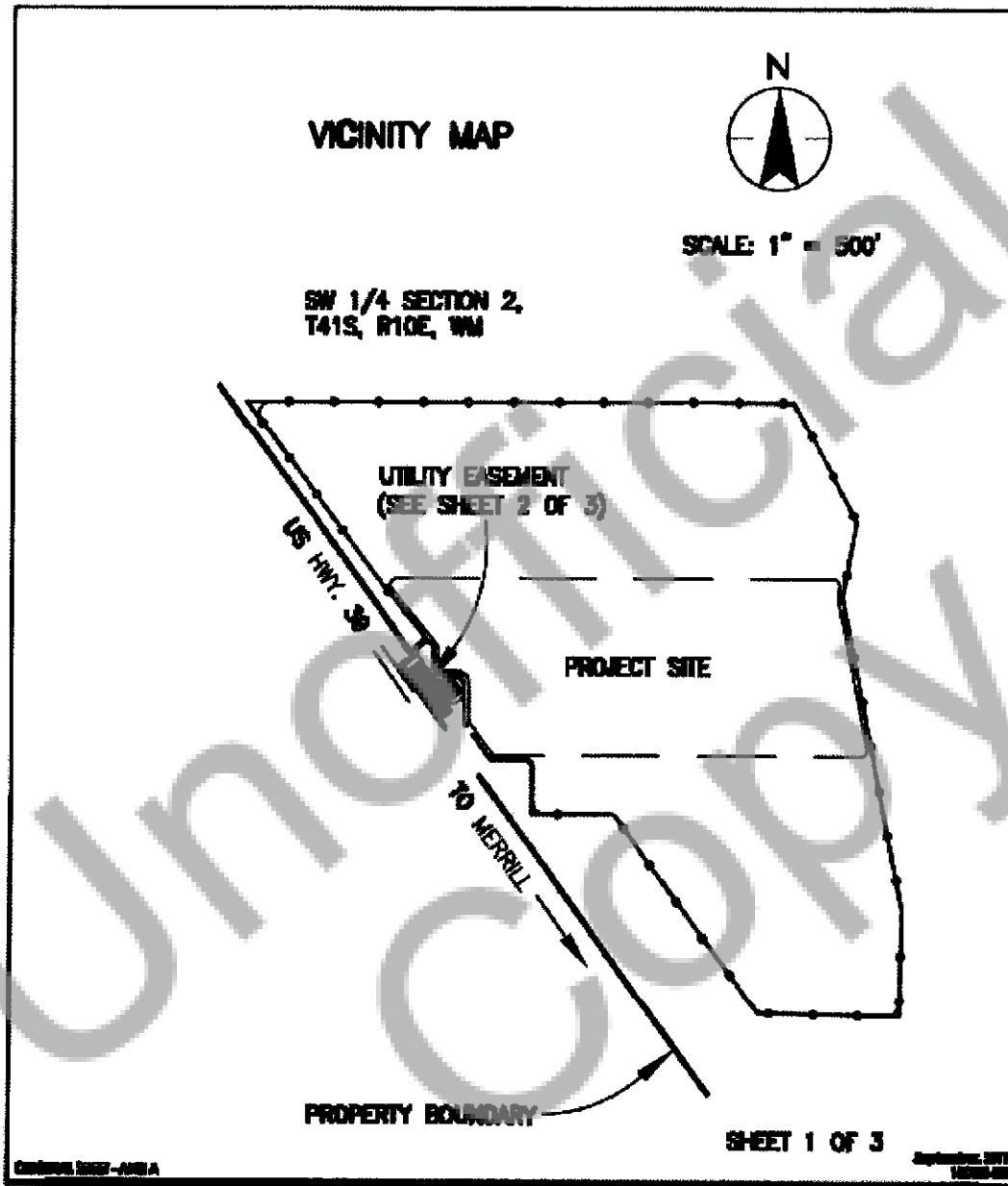


EXHIBIT B (2 of 4)
Easement Area

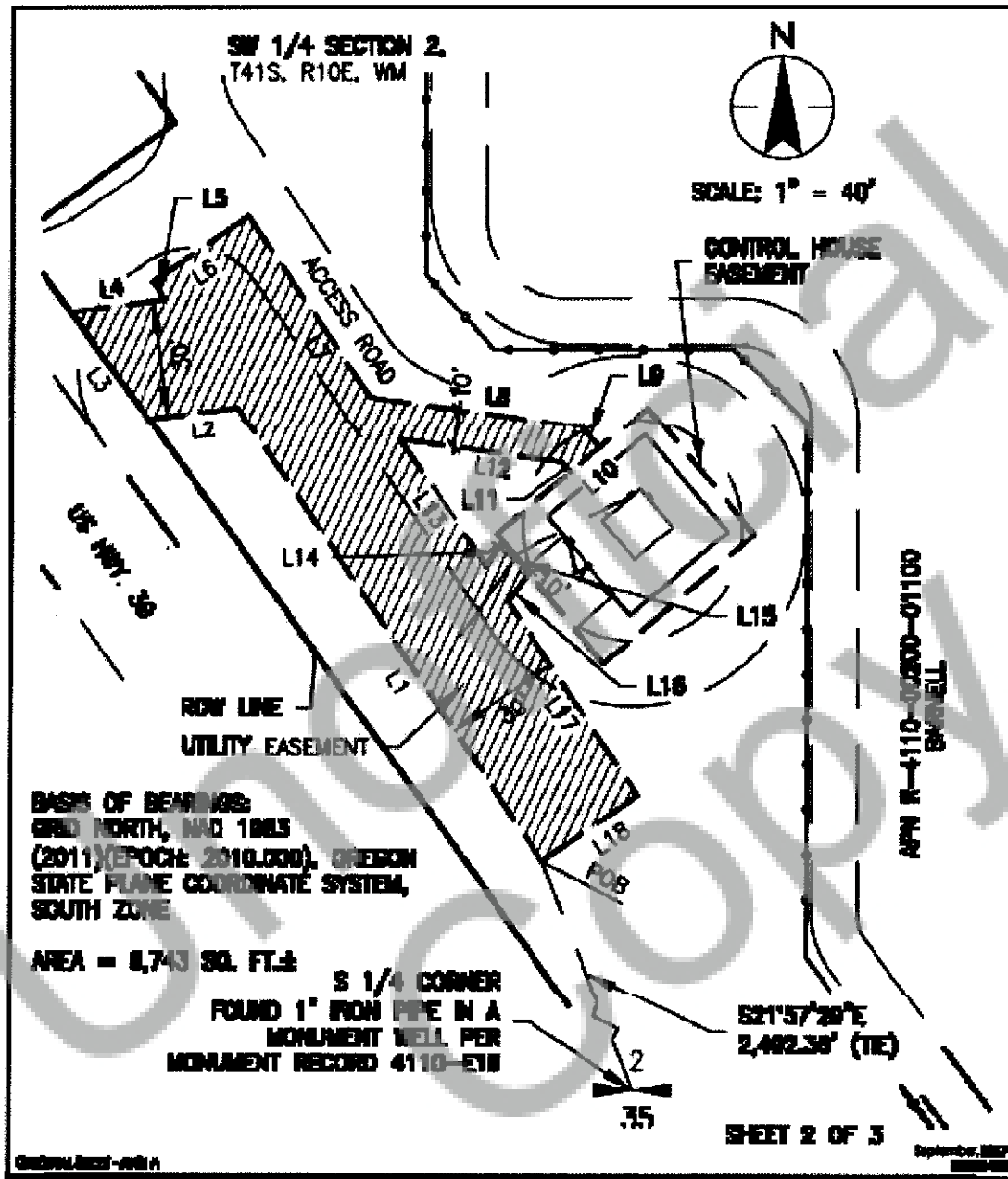


6995 Sierra Center Parkway, Suite 200
Reno, Nevada 89511
www.stantec.com

Client
ET CAPITAL
MERRILL
UTILITY EASEMENT
Figure No.

EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION

EXHIBIT B (3 of 4)
Easement Area



4975 Reno Center Parkway, Suite 200
Reno, Nevada 89511
www.stantec.com

STANTEC
BY CAPITAL
NERRAL
UTILITY EASEMENT
SHEET 2

EXHIBIT "B"
MAP TO SUPPORT LEGAL DESCRIPTION

Easement Area

LINE TABLE

LINE	BEARING	LENGTH
L1	N34°08'45"W	140.78'
L2	S82°37'00"W	22.31'
L3	N3°55'11"W	34.14'
L4	N82°37'02"E	24.50'
L5	N34°08'45"W	5.85'
L6	N89°03'14"E	30.00'
L7	S34°08'46"E	56.25'
L8	S82°00'28"E	65.14'
L9	S41°05'38"E	7.30'
L10	S48°06'59"W	10.50'
L11	N41°05'35"W	3.38'
L12	N82°00'28"W	42.37'
L13	S34°08'48"E	39.50'
L14	N32°06'28"E	7.50'
L15	S40°00'01"E	16.31'
L16	S33°56'28"W	9.03'
L17	S34°08'46"E	60.13'
L18	S89°03'14"W	30.00'

CONFIDENTIAL - SOURCE

SHEET 3 OF 3 September, 1997



4995 Sierra Center Parkway, Suite 200
Reno, Nevada 89511
www.slurinc.com

**OF CAPITAL
MORTGAGE
UTILITY EASEMENT**

EXHIBIT
MAP TO SUPPORT LEGAL DESCRIPTION