

2017-011904

Klamath County, Oregon

10/18/2017 08:48:00 AM

Fee: \$112.00

Return to:

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

RW20150152

RIGHT OF WAY EASEMENT

For value received, Ewauna Park LLC, an Oregon limited liability company as to ½ interest and Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita S. Goode Trust U.A.D. November 8, 1999, as to an undivided ½ interest ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation ("Grantee"), a perpetual 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 (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, 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. R 3909-01600-00200-000
Account No. R579591

Each of Grantor, Grantee and Customer (as defined below) are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

1. Interconnection Agreement. On real property adjacent to the Easement Area, **Klamath Falls Solar 2, LLC** ("Customer") is developing an electric generation facility ("Customer Generation Facility"). Grantee and Customer have entered into a Standard Small Generator Interconnection Agreement, dated May 12, 2017, designated as Generation Interconnection Queue Number, (Queue No. 0624) (Ewauna Solar) (as amended from time to time, the "Interconnection Agreement"). Separately, Grantor and Customer have entered into a lease agreement for the use by Customer of certain real property of Grantor adjacent to the Easement Area for the purpose of installation, maintenance and operation of an electric generation facility.
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. 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, 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 harmless in connection with any such permitting defects.

4. 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 4.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 Customer 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 4.b below.
 - b. On termination of this Easement, Grantee shall, within a reasonable period, remove its Electric Facilities and Improvements at Customer's sole cost and expense, and, upon payment in full of any outstanding amounts due from Customer 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.
5. 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.

6. 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.
7. Survival. The provisions set forth in paragraphs 3 through 7 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

Eileen Gibbons, Successor Co-Trustee of the
Juanita, S. Goode Trust, U.A.D. November 8, 1999

By: Eileen M Gibbons

Print: Eileen Gibbons
Title: Successor Co-Trustee

Date: 28 Sept 2017

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF California

COUNTY OF Santa Clara

This instrument was acknowledged before me this 28 day of September, 2017,

by Eileen M Gibbons as Co-trustee for the Juanita S.
Goode Trust, U.A.D. November 8, 1999.

SEE CA NOTARY ATTACHMENT

Notary Public

My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

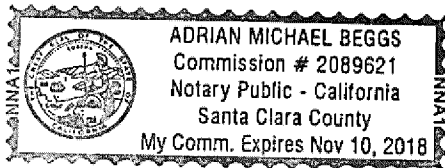
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Santa Clara)
 On 9/28/2017 before me, Adrian Beggs, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Eileen Marie Gibbons
 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]
 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: _____
 Document Date: _____ Number of Pages: _____
 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: _____

5 Page 4 Notary

GRANTOR

**Keith D. Goode, Successor Co-Trustee of the
Juanita S. Goode Trust, U.A.D. November 8, 1999**

By: Keith D. Goode

Print: Keith D. Goode
Title: Successor Co-Trustee

Date: 09-19-2017

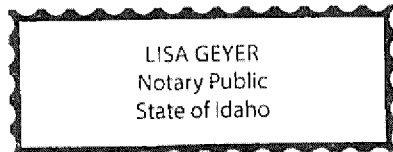
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Idaho

COUNTY OF Gem

This instrument was acknowledged before me this 19 day of September, 2017,

by Keith D. Goode as Successor Co-Trustee for the **Juanita S.
Goode Trust, U.A.D. November 8, 1999.**



Lisa Geiger
Notary Public
My Commission expires: 01-08-21

GRANTOR

Ewauna Park, LLC, an Oregon limited liability company

By: _____

Its: _____

Date: _____

Terry T. Schaefer
PRESIDENT, EWAUNA PARK, LLC
SEPTEMBER 7, 2017

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Ohio _____)

COUNTY OF Washington _____)

This instrument was acknowledged before me this 7 day of September, 2017,

by Terry Schaefer as President for **Ewauna Park, LLC, an Oregon limited liability company.**



Stephanie Bond, Notary Public
In and For The State of Ohio
My Commission Expires
April 24, 2018

Stephanie Bond
Notary Public
My Commission expires: April 24, 2018

GRANTOR

Ewauna Park, LLC, an Oregon limited liability company

By: Keith D Goode

Its: Officer

Date: Sept. 19, 2017

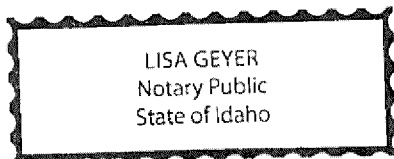
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Idaho)

COUNTY OF Gem)

This instrument was acknowledged before me this 19 day of September, 2017,

by Keith D Goode as Officer for **Ewauna Park, LLC, an Oregon limited liability company.**



Lisa Geyer
Notary Public
My Commission expires: 01-08-21

GRANTOR

Ewauna Park, LLC, an Oregon limited liability company

By: Eileen M Gibbons

Its: Member and Treasurer

Date: 28 Sept. 2017

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF California,

COUNTY OF Santa Clara,

This instrument was acknowledged before me this 28 day of September, 2017,

by Eileen M Gibbons as member and treasurer for Ewauna Park, LLC, an Oregon limited liability company.

SEE CA NOTARY ATTACHMENT

Notary Public

My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

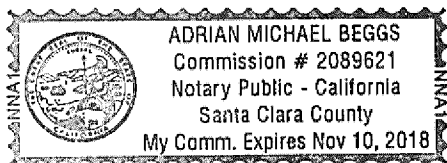
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Santa Clara
 County of Santa Clara
 On 9/28/2017 before me, Adrian Beggs, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Eileen Marie Gibbons
 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]
 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: _____
 Document Date: _____ Number of Pages: _____
 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

Jana Lee Mejdell

Jana Lee Mejdell

Director, Real Estate Management

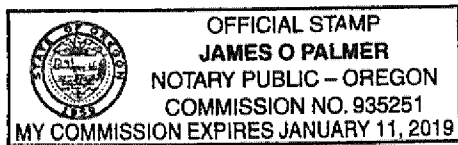
Date: 10-5-17

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 5th day of October, 2017^{sep},
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

CUSTOMER

KLAMATH FALLS SOLAR 2, LLC

By: Clean Focus Management, LLC

Its: Manager

By: David Miao

Print: DAVID MIAO

Its: Manager

Date: Oct 9 2017

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF California,

COUNTY OF Santa Clara

This instrument was acknowledged before me this _____ day of _____, 2017,

by _____ as _____ of
Clean Focus Management, LLC, manager of Klamath Falls Solar 2, LLC.

See attached CA acknowledgment

Notary Public
My Commission expires: _____

ACKNOWLEDGMENT

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.

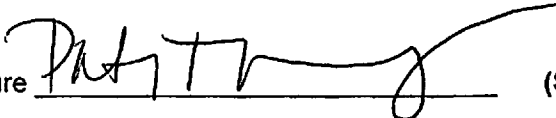
State of California
County of Santa Clara

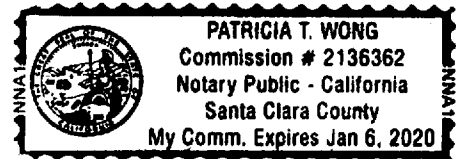
On October 9, 2017 before me, Patricia T. Wong, Notary Public
(insert name and title of the officer)

personally appeared David Yung-Wei Miao
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  (Seal)



JOHN HEATON P.L.S.

TRU SURVEYING LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

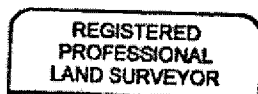


EXHIBIT "A"

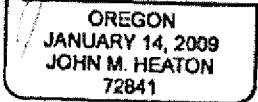
LEGAL DESCRIPTION OF POWER EASEMENT

A POWER EASEMENT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE 1/4 CORNER COMMON TO SECTIONS 9 & 16, T39S, R9EWM BEARS N14°56'32"W 270.34 FEET; THENCE N09°52'04"W 206.61 FEET; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 15.00 AND CENTRAL ANGLE EQUALS 180°00'00") 47.12 FEET; THENCE S09°52'04"E 181.38 FEET; THENCE EAST 153.51 FEET; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 15.00 FEET AND CENTRAL ANGLE EQUALS 180°00'00") 47.12 FEET; THENCE WEST 178.74 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.



John M. Heaton



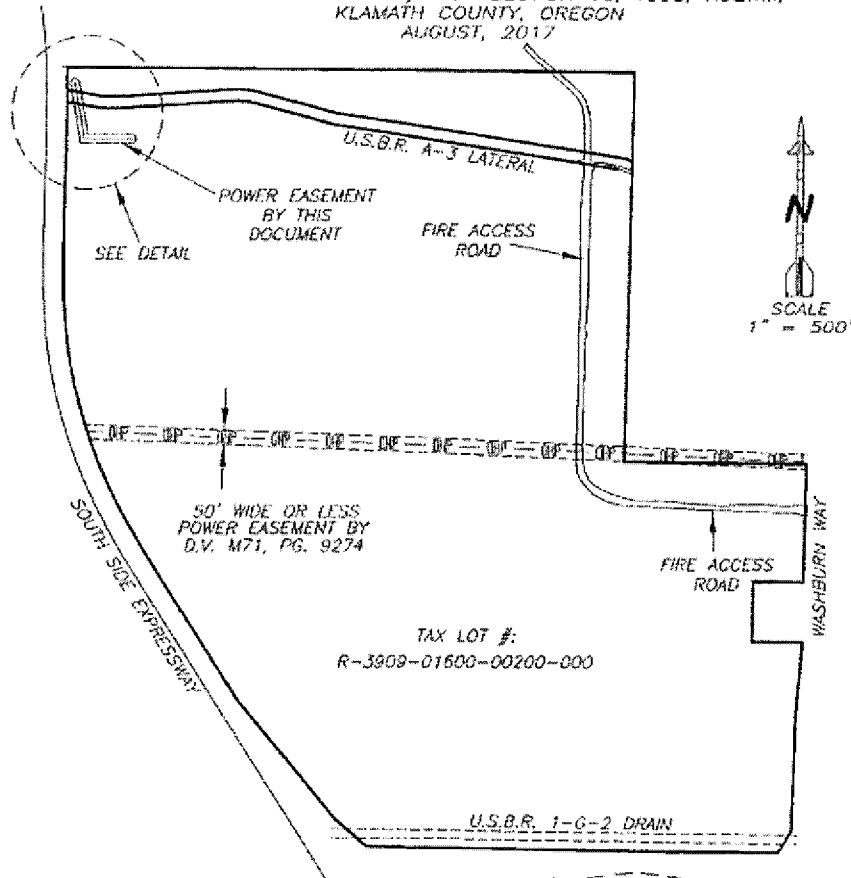
John M. Heaton
JOHN M. HEATON P.L.S. 72841

RENEWAL DATE: 6/30/19

Tru-Line Surveying / 2333 Summers Lane, Klamath Falls, OR 97603
Fax: (541) 883-3798
www.trulinesurvey.com

EXHIBIT "B"

POWER LINE EASEMENT
SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9EWM,
KLAMATH COUNTY, OREGON
AUGUST, 2017



TAX LOT #:
R-3909-01600-00200-000

REGISTERED
PROFESSIONAL
LAND SURVEYOR
John M. Heaton
OREGON
JANUARY 14, 2009
JOHN M. HEATON
72841
RENEWAL DATE: 6-30-19

MAP PREPARED BY:

TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

