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11/21/2017 07:57:03 AM

Fee: \$77.00

Return to:

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

RW20150235

RIGHT OF WAY EASEMENT

For value received, **Peter A. Nevin and Malinda B. Nevin** ("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. 38 11V 31 Parcel No. 400

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, Woodline Solar, LLC, an Oregon limited liability company ("Customer") is developing an electric generation facility ("Customer Generation Facility"). Grantee and Customer have entered into a Standard Small Generator Interconnection Agreement, dated August 25, 2015, designated as Generation Interconnection Queue Number, Q0609 Woodline 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
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

PETER A. NEVIN AND MALINDA B. NEVIN

Peter A. Nevin

Peter A. Nevin

Date: 11-14-17

Malinda B. Nevin

Malinda B. Nevin

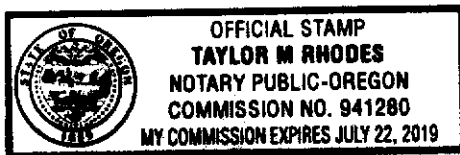
Date: 11-14-17

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me this 14 day of November, 2017,
by Peter Nevin



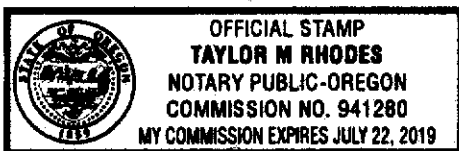
Taylor M. Rhodes
Notary Public
My Commission expires: July 22, 2019

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me this 14 day of November, 2017,
by Malinda Nevin



Taylor M. Rhodes
Notary Public
My Commission expires: July 22, 2019

GRANTEE

PACIFICORP, an Oregon corporation

Deanna Adams

Deanna Adams

Director, Real Estate Management

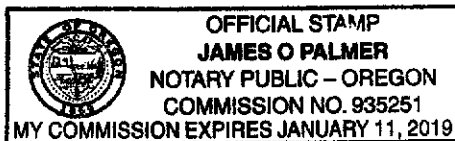
Date: 11/16/17

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 16th day of November, 2017,
by Deanna Adams as Director of Real Estate Management for PacificCorp, an Oregon corporation.



J. O. Palmer
Notary Public
My Commission expires: 1-11-2019

CUSTOMER

WOODLINE SOLAR, LLC, an Oregon limited liability company

By: _____

Print: _____

Zoe Gamble Hanes
~~the~~ Manager of Pine Gate Renewables, LLC; Manager of Pine Gate Assets, LLC; its
Date: 11/13/17

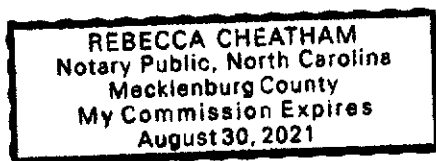
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this 13th day of November, 2017,
by Zoe Gamble Hanes for Woodline Solar, LLC,
an Oregon limited liability company.

[Seal]



Rebecca Cheatham
Notary Public
My Commission expires: 8/30/21

EXHIBIT A

Parametrix

ENGINEERING • PLANNING • ENVIRONMENTAL • DESIGN

5925 N. BLUFF DRIVE, SUITE 200, BEND, OR 97701 P 541.503.0710

Exhibit 'A'

Power Line Easement Description

A 20.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF PARCEL 2, LAND PARTITION NO. 6-03, OFFICIAL RECORDS OF KLAMATH COUNTY, LYING WITHIN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 11-1/2 WEST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LYING 10.00 FEET EITHER SIDE (WHEN MEASURED AT RIGHT ANGLES) OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING FROM A POINT WHICH BEARS SOUTH 00°23'20" WEST, 201.02 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 38 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, SAID POINT BEARS NORTH 00°23'20" EAST, 85.36 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE EAST, 143.44 FEET; THENCE NORTH, 210.04 FEET TO A POINT WHICH BEARS NORTH 86°19'26" EAST, 142.50 FEET FROM SAID EAST QUARTER CORNER AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

THIS PARCEL OF LAND CONTAINS 7,070 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS ARE BASED ON AN ASSUMED HORIZONTAL DATUM.

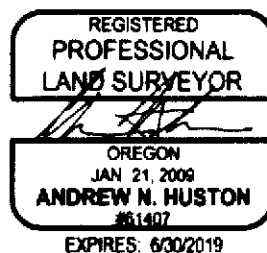


EXHIBIT B

