



00215071201700145790060060

12/26/2017 08:43:06 AM

Fee: \$67.00

After Recording Return to:

PacifiCorp
Real Estate Management
Attn: Maggie Hodny
825 NE Multnomah St., LCT 1700
Portland, OR 97232

ACCESS EASEMENT

For value received, **Vincent M. Cowan** ("Grantor"), hereby grant to **PacifiCorp**, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual non-exclusive easement for a right of way for access approximately thirty (30) feet in width for road purposes including the right to use said right of way for ingress and egress to access 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") and/or real and personal property. Said road right of way shall be located over, across, and upon a portion of Grantor's real property which is situated in Klamath County, State of Oregon, more particularly described and shown in and on **Exhibit A** (the "Easement Area") attached hereto and by this reference made a part hereof. Grantor, Grantee and Customer (as defined below) are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

A portion of Assessor's parcel number: R-3714-01200-01600-000 (the "Property")

1. **Interconnection Agreement.**

Grantee and Bly Solar Center, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Customer"), have entered into a Standard Small Generator Interconnection Agreement, dated May 5, 2015, designated as Generation Interconnection Queue Number, Q0566 (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 including without limitation purposes related to accessing its 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.

Grantee shall have the right to install its own lock on any Grantor or Customer owned gate(s).

Grantee, its contractors, or agents, shall also have the right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards that might impede Grantee's access to its facilities or activities.

3. Road Maintenance.

The cost of road construction, maintenance, snow removal, and resurfacing shall be the Customer's sole responsibility.

4. Term.

The term of this Easement shall be perpetual provided however, 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 two (2) years at any time, (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, this Easement shall terminate upon written notice to Grantee thereof, and Customer shall provide alternative access to Grantee at Customer's sole cost and expense.

5. Relocation.

Customer agrees that in the event Grantee is required to relocate its use in this Easement, Customer will be responsible for the sole cost and expense associated with any relocation, removal, acquisition of new Easements, as agreed upon in the Interconnection Agreement.

6. Representations and Warranties.

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

7. 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).

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.

EXECUTED as of the last date set forth below.

Grantor

Vincent M. Cowan

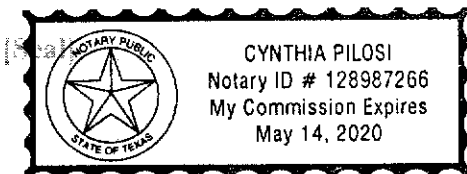
By: *V. M. Cowan*
Date: 12-15-2017

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Brazos

This instrument was acknowledged before me on this 13th day of December,
2017, by Vincent M. Cowan.



Cynthia Pilosi
Notary Public
My commission expires: May 14, 2020

one

Customer

Bly Solar Center, LLC, a limited liability company organized and existing under the laws of the State of Delaware

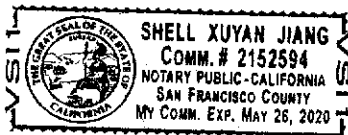
By: [Signature]
Its: Manager
Date: Dec. 13, 2017

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Contra Costa

This instrument was acknowledged before me on this 13th day of December, 2017,
by Frank Zhu as the Manager for Bly Solar Center, LLC.

[Seal]



[Signature]
Notary Public

My commission expires: May 26, 2020

WJH

EXHIBIT "A"

A 30 foot wide strip of land; situated in the S 1/2 of the NW 1/4 of the SW 1/4 Section 12, Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon, more particularly described as follows:

The northerly 30 feet, measured at right angles to the northerly line of the S 1/2 of the NW 1/4 of the SW 1/4 of Section 12 Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon.

Contains 39,391 square feet, more or less.

The attached exhibit map is a part of this description and shall be attached hereto.

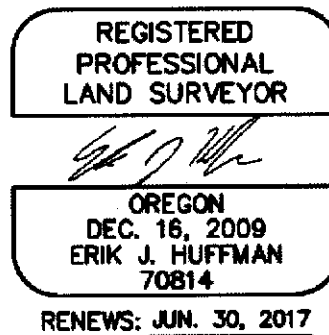
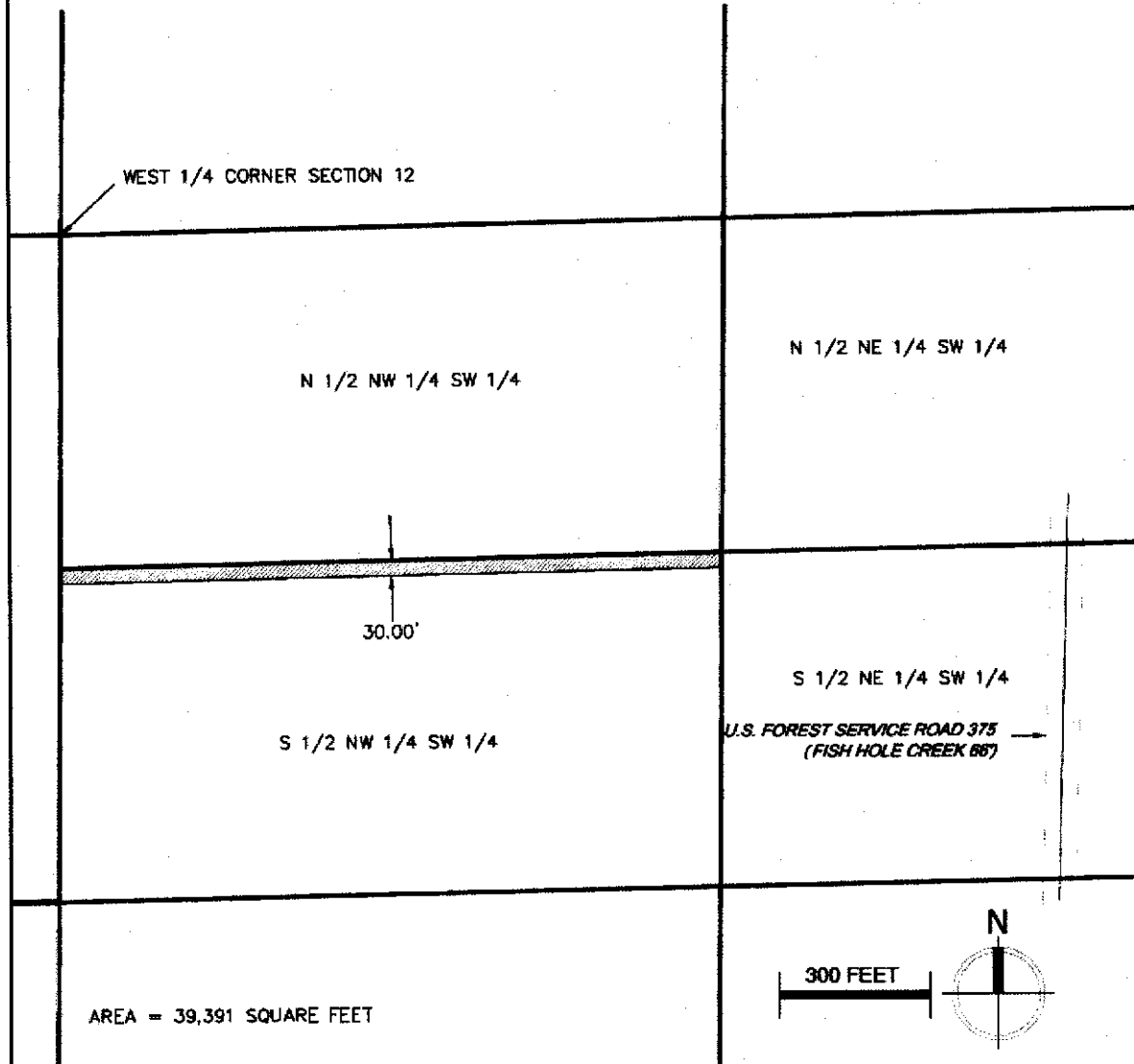


EXHIBIT "A"

S 1/2 OF THE NW 1/4 SW 1/4 OF SECTION 12
TOWNSHIP 37 SOUTH, RANGE 14 EAST, W.M. KLAMATH COUNTY, OREGON



549 SW MILL VIEW WAY
SUITE 105
BEND, OREGON 97702
(541) 633-3140
www.beconeng.com

FOR:
CORONAL DEVELOPMENT
SERVICES, LLC
321 E MAIN ST, STE 300
CHARLOTTESVILLE, VA
22902

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Erik J. Huffman

OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

DATE: 11/12/2015

SCALE: 1" = 300'

DRAWN BY: MPW

PROJ: 13838

RENEWAL: JUN. 10, 2017

MPW