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12/26/2017 08:54:26 AM

Fee: \$72.00

After Recording Return to:

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

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### **ACCESS EASEMENT**

For value received, **Peter M. Bourdet** ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual non-exclusive easement for a right of way for access approximately twenty (30) feet in width for road purposes including the right to use said right of way 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 Grantor's real property which is situated in Klamath County, State of Oregon, more particularly described in **Exhibit A** and as shown in **Exhibit B** (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 Map No.: R-3407-022D0-02500-000, R-3407-027A0-01800-000, and R-3407-027DA-01600-000.

1. **Interconnection Agreement.**

Grantee and Chiloquin Solar, LLC, a limited liability company organized and existing under the laws of the State of Oregon ("Customer") have entered into a Standard Small Generator Interconnection Agreement, dated November 28, 2016, designated as Generation Interconnection Queue Number, Q0612 (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.

To the extent that the Easement Area is part of the real property leased to Customer by Grantor under a lease agreement, Customer acknowledges and agrees that the rights granted to Grantee hereunder do not interfere with Customer's rights under the lease agreement. .

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 within the Easement Area shall be the Customer's sole responsibility.

4. Term.

The term of this Easement shall be perpetual provided however, 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, 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. Representations and Warranties.

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

6. 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).

7. 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.

8. 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.

EXECUTED as of the last date set forth below.

Grantor

Linda L. Long, Personal Representative for Peter M. Bourdet

By: *Linda L. Long*

Date: 12-12-17

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OR

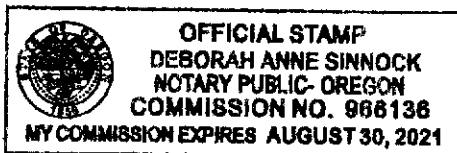
COUNTY OF Klamath

This instrument was acknowledged before me on this 12<sup>th</sup> day of Dec, 2017,  
by Linda L. Long, Personal Representative for Peter M. Bourdet

[Seal]

*Deborah Anne Sinnock*  
Notary Public

My commission expires: 8-30-21



**Grantee**

PacifiCorp, an Oregon corporation

By: Deanna Kay Adams  
Deanna Kay Adams  
Director, Real Estate Management  
Date: 12/16/17  
13 NA

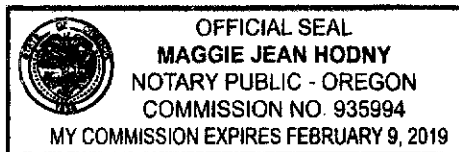
**REPRESENTATIVE ACKNOWLEDGEMENT**

**STATE OF OREGON**

**COUNTY OF MULTNOMAH**

This instrument was acknowledged before me on this 13<sup>th</sup> day of December, 2017,  
by **Deanna Kay Adams as Director of Real Estate Management for PacifiCorp, an Oregon Corporation.**

[Seal]



Maggie Jean Hodny  
Notary Public  
My commission expires: 02/09/2019

**Customer**

Chiloquin Solar, LLC  
a limited liability company organized  
and existing under the laws of the State of Oregon

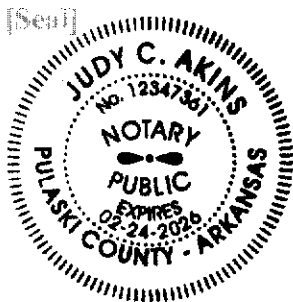
By: [Signature]  
Its: Vice President  
Date: 11/24/2017

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF Arkansas  
COUNTY OF Pulaski

This instrument was acknowledged before me on this 24 day of November, 2017,  
by William B. Owens as Vice President for Chiloquin Solar LLC

[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_



### **Exhibit A**

Legal description for the access road is as now located over a portion of the following described real property:

R-3407-022D0-02500-000:

In Section 22, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Government Lots 4, 8, 9, 10 and 11, and those portions of the E1/2 SE1/4 and S1/2 NE1/4 lying Westerly of the Southern Pacific Railroad.

SAVING AND EXCEPTING THEREFORM, that portion conveyed by Warranty Deed recorded November 20, 1989 in Volume M89, Page 22437, Microfilm Records of Klamath County, Oregon.

R-3407-027A0-01800-000 and R-3407-027DA-01600-000:

Lot 1 of Section 27, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. EXCEPT that portion conveyed by Warranty deed recorded November 20, 1989 in Volume M89, page 22437, Microfilm Records of Klamath County.

The following describe real property situated in Klamath County, Oregon:  
Township 34 South, Range 7 East of the Willamette Meridian.

Portions Sections 22, 23, 26 & 27 in Township 34 South, Range 7 East of the Willamette Meridian described as follows: Beginning at a 5/8 inch iron pin with a True-Line Surveying plastic cap on the Westerly right of way line of the Southern Pacific railroad, said point being N. 27° 43' 15" E. 143.73 feet from the Southwest corner of said Section 23; thence Southerly, along said Westerly right of way line, 3450 feet, more or less, to the Northerly right of way line of Pine Cone Drive; thence Westerly along said Northerly right of way line, 875 feet, more or less, to the Williamson River; thence Northerly, along said river, 3100 feet, more or less, to a point that bears S. 80° 50' 22" W. from the point of beginning; thence N. 80° 50' 22" E. to a 5/8 inch iron pin with a True-Line Surveying plastic cap on the river bank; thence continuing N. 80° 50' 22" E., along an existing fence line and its extension, 1861.66 feet to the point of beginning, containing 104 acres, more or less, and with bearings based on recorded Survey No. 963.

# Exhibit B

