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Fee: \$77.00

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

RW20150203

RIGHT OF WAY EASEMENT

For value received, ~~Peter M. Bourdet~~ ^{*SW*} and Linda L. Long, as tenants by the entirety ("Grantor"), hereby grant 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. 34 7 22 Parcel No. 300

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, Chiloquin Solar, LLC, a limited liability company organized and existing under the laws of the State of Oregon ("Customer") is developing an electric generation facility ("Customer Generation Facility"). Grantee and 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"). 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, or 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

~~PETER M. BOURDET AND~~ ^{PLB} LINDA L. LONG, as tenants by the entirety

[Signature]
Peter M. Bourdet

Date: _____

[Signature]
Linda L. Long

Date: 12-8-17

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF PLB

COUNTY OF PLB

This instrument was acknowledged before me this _____ day of _____, 2017,
by Peter M. Bourdet.

[Seal]

Notary Public

My Commission expires: _____

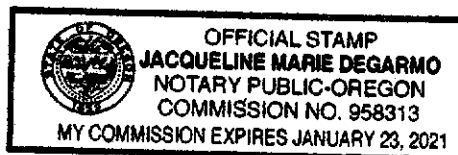
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF Deschutes

This instrument was acknowledged before me this 8th day of December, 2017,
by Linda L. Long.

[Seal]



[Signature]
Notary Public

My Commission expires: 1/23/2021

COMMISSION NO. 958313
MY COMMISSION EXPIRES JANUARY 23, 2021

GRANTEE

PACIFICORP, an Oregon corporation

Deanna Adams
Deanna Adams
Director, Real Estate Management
Date: 12/13/17

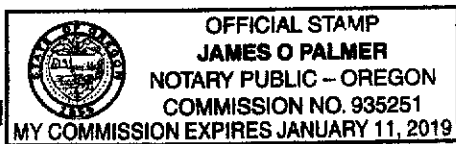
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 13th day of December, 2017,
by Deanna Adams as Director of Real Estate Management for PacificCorp, an Oregon corporation.

[Seal]



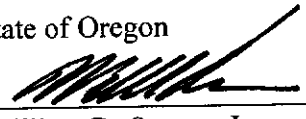
J. O. Palmer
Notary Public

My Commission expires: 1-11-2019

CUSTOMER

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

State of Oregon



William B. Owens, Jr.

Vice President

Date: 11/21/2017

REPRESENTATIVE ACKNOWLEDGEMENT

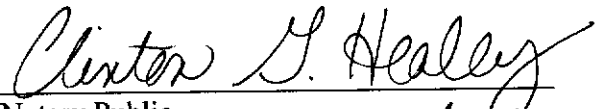
STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This instrument was acknowledged before me this 21st day of November, 2017, by William B. Owens, Jr. as Vice President for Chiloquin Solar, LLC, a limited liability company organized and existing under the laws of the State of Oregon.

[Seal]

Clinton G. Healey
Notary Public, ID #146950
East Baton Rouge Parish
State of Louisiana
My commission is for life.



Notary Public
My Commission expires: at death

EXHIBIT A

LEGAL DESCRIPTION

POWERLINE EASEMENT

A 20 foot wide powerline easement located in Section 22, Township 34 South, Range 7 East, of the Willamette Meridian, Klamath County, Oregon lying 10 feet on each side of the following centerline:

Commencing at the East one-quarter corner of said Section 22, thence South 39°44'30" West 424.91 feet to the Southeast corner of that tract of land described as follows:

Government Lots 4 and 9, that portion of the S1/2 NE1/4 lying Westerly of the Southern Pacific Railroad right-of-way and that portion of the E1/2 SE ¼ lying Westerly of the Southern Pacific Railroad right-of-way and North of the plat of Tract 1314 – Pine Ridge Ranches, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

thence along the easterly line of the above described tract of land North 08°56'42" West 76.55 feet to the **POINT OF BEGINNING**; thence leaving said Easterly line South 89°49'29" West 347.41 feet to the terminus hereof.

The sidelines of the 20 foot easement shall be truncated and/or extended to begin and end at the property lines of the subject property.

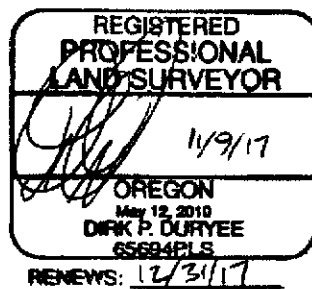


EXHIBIT B

