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12/26/2017 09:09:26 AM

Fee: \$92.00

After Recording Return to:

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

### EXCLUSIVE EASEMENT

For value received, ~~Peter M. Bourdet~~ <sup>*PL*</sup> and Linda L. Long, as tenants by the entirety ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, its contractors or agents ("Grantee"), on and subject to the terms and conditions set forth herein, an exclusive easement (the "Easement") on a portion of the Property (as defined below) shown and described in **Exhibit A** and depicted on **Exhibits B and C** (the "Easement Area") attached hereto, for the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal within the Easement Area of 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") on, over, across or under the surface of the following real property (the "Property") of Grantor in Klamath County, State of Oregon. Grantor, Grantee and Customer (as defined below) are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

A portion of the Property: Assessor's parcel number R-3407-02200-00300-000

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"). Separately, Grantor and Customer have entered into a lease agreement for the use by Customer of certain real property of Grantor (including the Easement Area) for the purpose of installation, maintenance and operation of an electric generation facility (as amended from time to time, "Customer Lease Agreement").

2. Grantee's Use of Easement.

Grantee may use the Easement Area for any lawful purpose including without limitation purposes related to the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of the 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. Grantor, as land owner, agrees to execute any and all documents as may be reasonably required in order for Grantee to construct, utilize and occupy any such Electric Facilities and Improvements or as may be required for Grantee's use of the Easement Area.

Notwithstanding that the Easement Area is included in the real property leased to Customer under the Customer Lease Agreement, Customer and Grantor agree that Grantee shall have sole access and control of the Easement Area, and Customer and Grantor shall not have access to the Easement Area. Grantor shall not grant additional uses upon the Easement Area, except with Grantee's prior written approval. Grantee shall have non-exclusive right of ingress and egress to the Easement Area across and through the Property for all activities of Grantee that are consistent with the purposes for which this Easement has been granted.

Grantee acknowledges that a telecommunication service provider who is furnishing communication equipment for the Customer (such as a leased fiber, T1 or other similar communication equipment) may access the Easement Area; however, such access by the telecommunication service provider is subject to the Grantee's rules and regulations for such entry, as may be modified at the Grantee's sole discretion.

Grantee shall have the present and (without payment therefor) the future right to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

3. 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 3.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 two (2) years at any time after the initial installation; (ii) in the event that Customer ceases selling power to PacifiCorp for a period of two (2) years; 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 3.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.

4. Relocation. Customer agrees that in the event Grantee is required to relocate or remove its Electric Facilities and Improvements from the Easement Area, Customer will be responsible for the sole cost and expense associated with any relocation or removal, as agreed upon in the Interconnection Agreement.
5. Ownership of Electric Facilities and Improvements.  
Grantee owns as personal property the Electric Facilities and Improvements located in, on, over, and under the Easement Area, notwithstanding that the costs for all or a portion of such Electric Facilities and Improvements are to be paid for by the Customer. Grantee shall have no obligation for payment of property taxes or other levies or assessments allocable to the Easement Area, the obligation for which shall remain with Grantor.
6. 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 and Customer, 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 and Grantor harmless in connection with any such permitting defects.
7. Environmental Representations and Warranties.  
Grantor represents, warrants, and covenants to Grantor's actual knowledge that no substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended and the Resource Conservation and Recovery Act ("Environmental Compliance Laws") as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening to human health or the environment ("Hazardous Materials"), exists on or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, under, from, or across the Easement Area.  
  
Grantee will not install, use, generate, store or dispose of in or about the Easement Area any reportable quantities of Hazardous Materials without Grantor's written approval, except that Grantee may use or store limited quantities of such Hazardous Materials as are customarily used in Grantee's business operations in accordance with all applicable Environmental Compliance Laws.
8. Environmental Indemnification.  
Grantor and Customer agree, jointly and severally, to indemnify, defend, and hold Grantee, its employees, officers, directors, representatives and/or agents (collectively, the "Grantee Indemnified Parties") harmless against any and all losses, expenses (including reasonable attorneys' fees), damages, claims, demands, suits, actions, proceedings, or causes of action arising from or connected with: (i) any Hazardous Materials present, alleged to be present, or otherwise associated with the Property and/or Easement Area at any time; and (ii) any alleged

violation of Environmental Compliance Laws associated with the Property and/or the Easement Area ("Claim" or "Claims"); except that Grantor's or Customer's agreement to indemnify, defend, and hold Grantee harmless does not extend to any Hazardous Materials placed, spilled, disposed of, discharged, or released by Grantee, or its employees or agents to the extent such Hazardous Materials were brought to the Easement Area by Grantee or any of the Grantee Indemnified Parties.

If any such Claim is brought against Grantee, Grantor and/or Customer shall, at the election of and upon written notice from Grantee, defend such Claim by counsel reasonably acceptable to Grantee or reimburse Grantee for all charges it incurs for legal services and litigation expenses in defending the Claim.

If, at any time, Hazardous Substances are (or have been) placed, spilled, disposed of, discharged, or released in, on, from, under, or about the Easement Area, Grantor and Customer shall at its sole expense and cost perform any and all containment, remediation, and any cleanup actions required by applicable Environmental Compliance Laws; except that Grantor's obligation to contain, remediate, and cleanup does not extend to Hazardous Materials placed, disposed of, or released by Grantee, or its employees or agents to the extent such Hazardous Materials were brought to the Easement Area by Grantee or any of the Grantee Indemnified Parties.

The provisions of this paragraph shall survive the termination or abandonment of this Easement.

9. Lien Indemnity.

Grantor and Customer agree, jointly and severally, to indemnify, defend, and hold harmless Grantee Indemnified Parties from and against any and all losses, expenses (including reasonable attorneys' fees), damages, claims, demands, suits, actions, proceedings, or causes of action arising from or connected with (a) any laborers', materialmen's and mechanics' liens or claims made or filed against Grantee, upon the Electric Facilities and Improvements or the Easement Area on account of any labor performed and/or equipment furnished to Grantor or Customer and (b) any claim made, based on any right, interest or claim that may exist, arise or be asserted against the Electric Facilities and Improvements or the Easement Area under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. 499a et seq. ("PACA"), the Packers and Stockyard Act of 1921, as amended 7, U.S.C. 181 et seq. ("PASA"); and (ii) keep the Electric Facilities and Improvements and the Easement Area free and clear of all such liens and claims. Grantor and Customer's obligation to indemnify, defend and hold harmless Grantee from such liens and claims shall not in any way be rendered unenforceable, or altered, amended, eliminated or otherwise conditioned by any laws and regulations related to processing such liens or claims. Grantee shall have no obligation to deliver a copy of any notice of claim or right to a lien to Grantor, Customer or any other person or entity.

10. 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.

11. 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).

12. 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.

13. 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.

14. Survival.

The provisions set forth in paragraphs 3 through 14 hereof shall survive the termination or abandonment of this Easement.

{SIGNATURES ON FOLLOWING PAGES}



EXECUTED as of the last date set forth below.

Grantor

~~Peter M. Bourdet~~ *MB*

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

Grantor

Linda L. Long

By: *Linda L. Long*  
Print: *Linda L. Long*  
Date: *12-8-17*

~~INDIVIDUAL ACKNOWLEDGEMENT~~ *MB*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_.

Notary Public

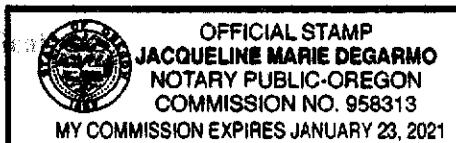
My commission expires: \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF Deschutes

This instrument was acknowledged before me on this 8<sup>th</sup> day of December, 2017,  
by Linda L. Long.



*Jacqueline Marie Degarmo*  
Notary Public

My commission expires: 1/23/2021

COMMISSION NO. 958313  
MY COMMISSION EXPIRES JANUARY 23, 2021

**Grantee**

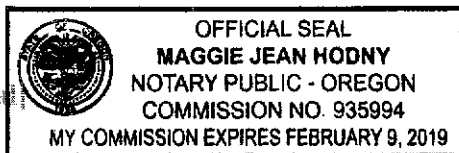
PacifiCorp, an Oregon corporation

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

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF Oregon  
COUNTY OF Multnomah

This instrument was acknowledged before me on this 12<sup>th</sup> day of December, 2017,  
by Deanna Kay Adams as Director of Real Estate Management for PacifiCorp, an Oregon  
corporation.



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: 11/29/17

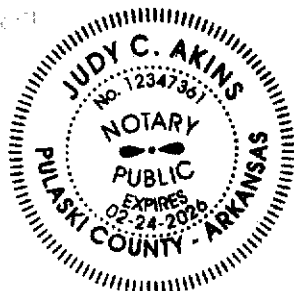
**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF Arkansas

COUNTY OF Pulaski

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

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







## TYE ENGINEERING & SURVEYING, INC.

725 NW Hill Street, Bend, Oregon 97703 • www.tyeengineering.com  
Phone: 541-389-8959 • Fax: 541-385-1341

### EXHIBIT "A"

### LEGAL DESCRIPTION

### CONTROL HOUSE EASEMENT AREA

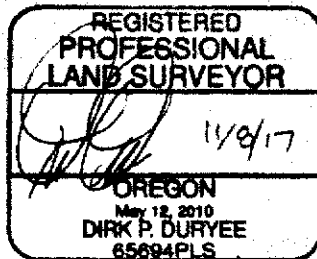
An easement located in Section 22, Township 34 South, Range 7 East, of the Willamette

Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the East one-quarter corner of said Section 22, thence South  $39^{\circ}44'30''$  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 1/4 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.

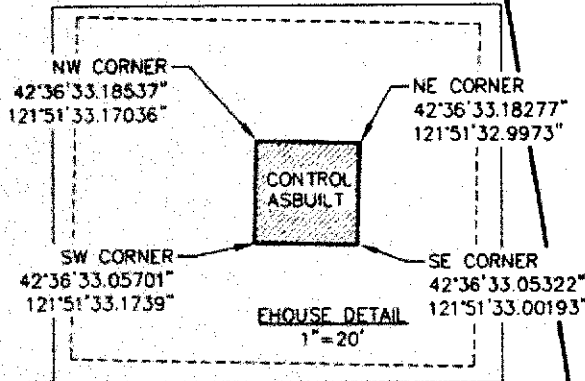
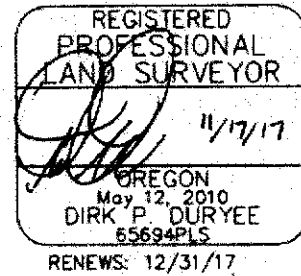
thence along the south line of the above described tract of land North  $89^{\circ}52'22''$  West 167.23 feet; thence leaving said south line of said tract North 18.67 feet to the **POINT OF BEGINNING**; thence North  $88^{\circ}45'23''$  West 51.00 feet; thence North  $01^{\circ}14'37''$  East 43.00 feet; thence South  $88^{\circ}45'23''$  East 51.00 feet; thence South  $01^{\circ}14'37''$  West 43.00 feet to the **POINT OF BEGINNING**.



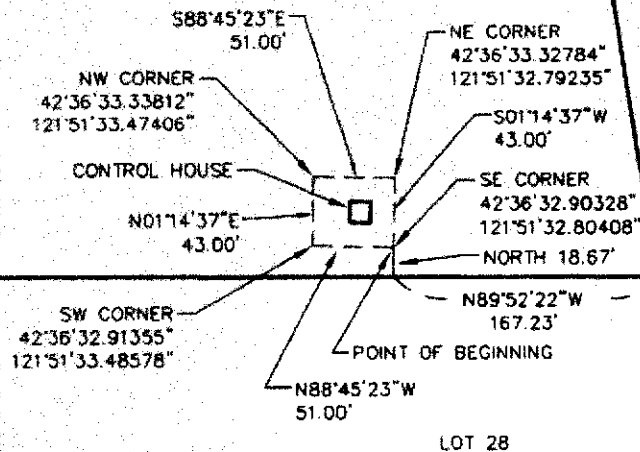
RENEWALS: 12/3/17

# EXHIBIT "B" CONTROL HOUSE EASEMENT AREA

LOCATED IN SECTION 22, TOWNSHIP  
34 SOUTH, RANGE 7 EAST, W.M.,  
KLAMATH COUNTY, OREGON



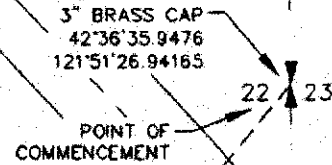
TAX LOT  
300



TRACT 1314  
PINE RIDGE RANCHES

LOT 28

SOUTHERN PACIFIC RAILROAD



TAX LOT  
303



TYE ENGINEERING, INC.

725 NW HILL, BEND, OREGON 97703 (541) 389-6959

DATE: NOV. 17, 2017

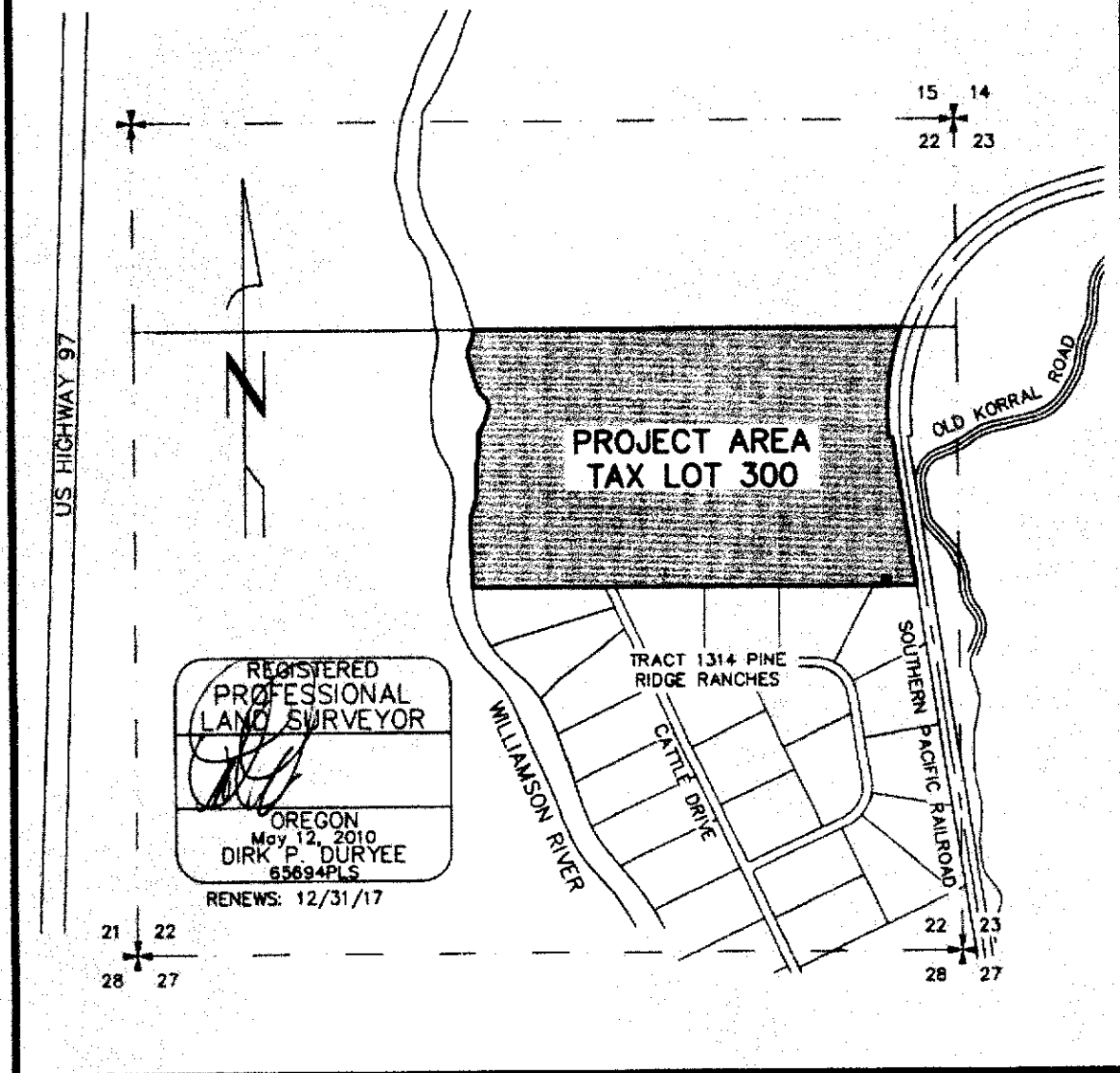
SCALE: 1"=100'

DRAWN BY: P.A.T.

TYE\_SURVEY DWG.dwg

**EXHIBIT "C"  
PROJECT MAP**

LOCATED IN SECTION 22, TOWNSHIP 34 SOUTH,  
RANGE 7 EAST, W.M., KLAMATH COUNTY, OREGON



**TYE ENGINEERING, INC.**

725 NW HILL, BEND, OREGON 97703 (541) 389-8859

NOV. 9, 2017

SCALE: NOT TO SCALE DRAWN BY: P.A.T.

TYE\_SURVEY DWG.dwg