



00227009201800097130070070

08/16/2018 09:44:32 AM

Fee: \$112.00

Return to:
Pacific Power
Attn: Right of Way
815 NE Multnomah St., Ste. 1700
Portland, OR 97232

RW20150211/Martin**RIGHT OF WAY EASEMENT**

For value received, Robert E. Martin ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("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: overhang of pole cross-arms, overhead conductors and communication lines, fibers and cables, vaults, cabinets, (referred to collectively hereafter as ("Fiber Facilities and Improvements") attached to the Customer (as defined below) owned poles used by Customer for its electric transmission facilities ("Customer Electric Facilities and Improvements"), along the general course now located by Grantee ("Easement Area"), over and across the surface of the following real property (the "Property") of Grantor in Klamath County, State of Oregon, more particularly described on **Exhibit A** and shown on **Exhibit B**, attached hereto and by this reference made a part hereof:

A portion of the NW ¼ of the SW ¼ of Section 1, Township 37 South,
Range 14 East, Willamette Meridian, Klamath County, Oregon.
Tax ID#: 3714010001500

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.

Grantee and Bly Solar Center, LLC, a limited liability company ("Customer"), have entered into a Standard Small Generator Interconnection Agreement, dated May 5, 2015, and as may be amended from time to time, designated as Generation Interconnection Queue Number, Q0566 (as amended, supplemented or replaced from time to time, the "Interconnection Agreement"). Separately, Grantor and Customer have entered into a non-exclusive easement agreement (Recorded on November 18, 2016 in Klamath County, Oregon as Instrument #2016-012335) for the use by Customer of the above noted real property of Grantor for the purpose of installation, maintenance and operation of the Customer Electric Facilities and Improvements ("Customer Easement").

M54

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 (including, as provided below, the right to attach its Fiber Facilities and Improvements to the Customer owned poles) 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; Authority to Attach to Customer Poles.

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. Further, Customer grants Grantee the right to attach the Fiber Facilities and Improvements to Customer owned poles in the Easement Area at no cost to Grantee so long as the Interconnection Agreement is in effect. Customer warrants and covenants that Grantee's use of the Easement Area for the purposes for which this easement is granted shall not interfere with Customer's rights under the Customer Easement and that Customer shall perform repairs or reimburse Grantee, at Grantee's option, in connection with any damage to the Fiber Facilities and Improvements that may be caused by Customer's use of the Easement Area.

4. Miscellaneous. 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.

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 FOLLOWING PAGE

EXECUTED as of the last date set forth below.

GRANTOR

Robert E. Martin

By: Robert E. Martin
Date: 4/27/18

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
County of _____)ss

This instrument was acknowledged before me on this _____ day of _____, 2018,
by _____
Name(s) of individual(s) signing document

See Attachment. SV

Notary Public
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Fresno)
 On April 27, 2018 before me, Stephanie A Baggs - Vasquez Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Robert E Martin
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

GRANTEE

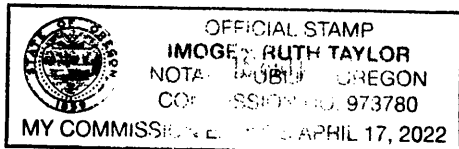
PacifiCorp, an Oregon corporation

Deanna Adams
Deanna Adams
Director, Real Estate Management
Date: 8/9/18

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON)
)ss
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on this 9th day of AUGUST, 2018,
By **Deanna Adams, Director of Real Estate Management for PacifiCorp, an Oregon Corporation.**

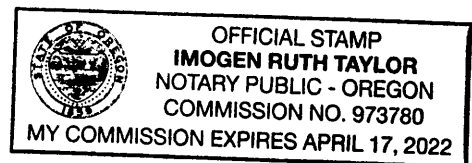


Imogen Ruth Taylor
Notary Public
My commission expires: APRIL 17, 2022

CUSTOMER

Bly Solar Center, LLC

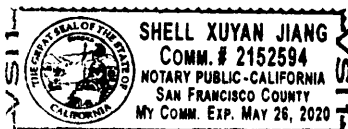
By: [Signature]
Its: Manager
Date: March 26, 2018



REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF California
)ss
COUNTY OF Contra Costa

This instrument was acknowledged before me on this 26th day of March, 2018,
by Frank Zhu for Bly Solar Center, LLC



Shell Xuyan Jiang
Notary Public
My commission expires: May 26, 2020

4/5/18

EXHIBIT "A"

A 75 foot strip of land; situated in the NW 1/4 of the SW 1/4 of Section 1 Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon, located over a portion of Tax Lot ID 37 14 01 00 01500, more particularly described as follows:

COMMENCING at a property corner being the intersection of the southerly right of way of the Klamath Falls – Lakeview Highway, Oregon Highway No. 140, and the easterly right of way of Fish Hole Creek Road, US Forest Service Road No. 375, said point bears South 06°49'41" East 11.55 feet from a 1/2" iron rod set in County Survey 2401 by Albert Gastaldi, February 1977;

Thence along said easterly right of way of Fish Hole Creek Road, South 06°49'41" East 232.97 feet to the POINT OF BEGINNING;

Thence continuing along said easterly right of way of Fish Hole Creek Road, South 06°49'41" East 75.53 feet to a point at the northwest corner of Tax Lot 37 14 01 00 01600;

Thence leaving said easterly right of way of Fish Hole Creek Road, along the northerly line of said Tax Lot 37 14 01 00 01600, North 89°57'31" East, 268.00 feet to the northeast corner of said Tax Lot 37 14 01 00 01600;

Thence North 00°02'29" West, 75.00 feet;

Thence South 89°57'31" West, 276.93 feet to the POINT OF BEGINNING.

Contains 20,435 square feet, more or less.

Bearings are based upon County Survey 8153, Klamath County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

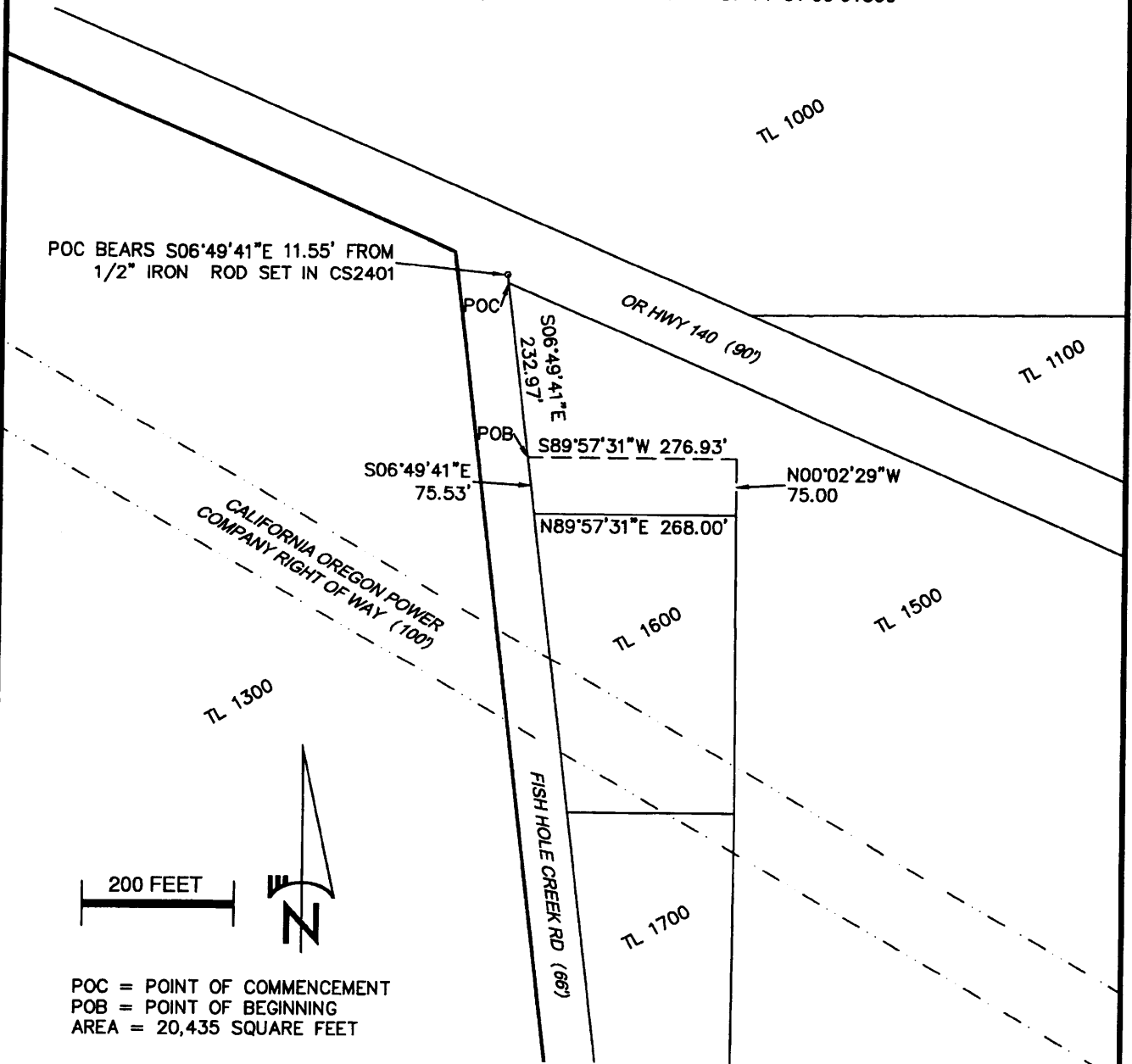

OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEW: JUN. 30, 2017

11/24

EXHIBIT "B"

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 1, TOWNSHIP 37 SOUTH, RANGE 14 EAST,
W.M. KLAMATH COUNTY, OREGON - TAX LOT ID 37 14 01 00 01500



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

RENEWS: JUN. 30, 2017

DATE: 10/14/2016

SCALE: 1" = 200'

DRAWN BY: EJH

PROJ: 13838

MSY