



00227010201800097140060068

08/16/2018 09:45:26 AM

Fee: \$107.00

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

RW20150211/Wessel

RIGHT OF WAY EASEMENT

For value received, Donald R. Wessel and Sharon R. Wessel, as Tenants by the Entirety ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual 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, 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#: 3714010001300

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 (the "Interconnection Agreement"). Separately, Grantor and Customer have entered into an easement agreement (Recorded on January 24, 2017 in Klamath County, Oregon as Instrument #2017-000687) for the use by Customer of the above noted real property of Grantor for the purpose of installation, maintenance and operation of the Customers electric facilities that serve the 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 to attach its Fiber Facilities and Improvements to the Customer owned poles, 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.

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.

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 PAGES}

EXECUTED as of the last date set forth below.

GRANTOR

Donald
~~David~~ R. Wessel

By: Donald R. Wessel P.O.A.
Date: 4-5-18

GRANTOR

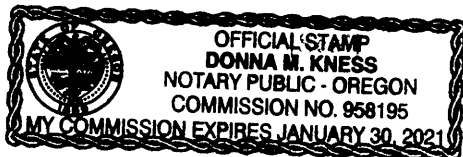
Sharon R. Wessel

By: Sharon R. Wessel
Date: 4-5-18

INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon)
County of Klamath)ss

This instrument was acknowledged before me on this 5th day of April, 2018,
by Donald R. Wessel and Sharon R. Wessel
Name(s) of individual(s) signing document



Donna M. Kness
Notary Public
My commission expires: 1/30/2021

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

Notary Public
My commission expires: _____

GRANTEE

PacifiCorp, an Oregon corporation

Deanna Adams
Deanna Adams

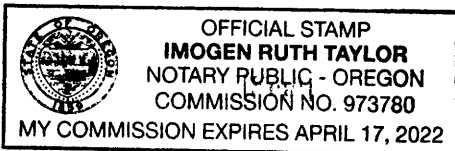
Director, Real Estate Management

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.**



[Signature]
Notary Public

My commission expires: April 17, 2022

CUSTOMER

Bly Solar Center, LLC

By: [Signature]

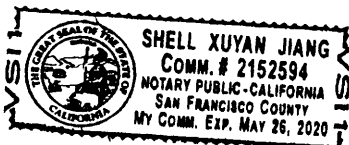
Its: Manager

Date: March 26 2018

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF California)
)ss
COUNTY OF Central Coast

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



[Signature]
Notary Public

My commission expires: May 26, 2020

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 01300, 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 westerly right of way of Fish Hole Creek Road, US Forest Service Road No. 375, said point being a 5/8" iron rod with orange plastic cap set in County Survey 8153 by Erik Huffman, October 2015;

Thence along said westerly right of way of Fish Hole Creek Road, South 06°49'41" East 274.82 feet to the POINT OF BEGINNING;

Thence leaving said westerly right of way of Fish Hole Creek Road, South 89°57'31" West 331.16 feet;

Thence South 29°42'07" West, 117.50 feet;

Thence North 89°19'15" West, 572.40 feet to a point on the west line of said Section 1;

Thence, along the west line of said Section 1, South 00°10'50" West, 75.00 feet;

Thence, leaving said west line of Section 1, South 89°19'15" East, 615.91 feet;

Thence North 29°42'07" East, 118.13 feet;

Thence North 89°57'31" East, 296.56 feet to a point on said westerly right of way of Fish Hole Creek Road;

Thence along said westerly right of way of Fish Hole Creek Road, North 06°49'41" West, 75.53 feet to the POINT OF BEGINNING.

Contains 76,937 square feet, more or less.

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR



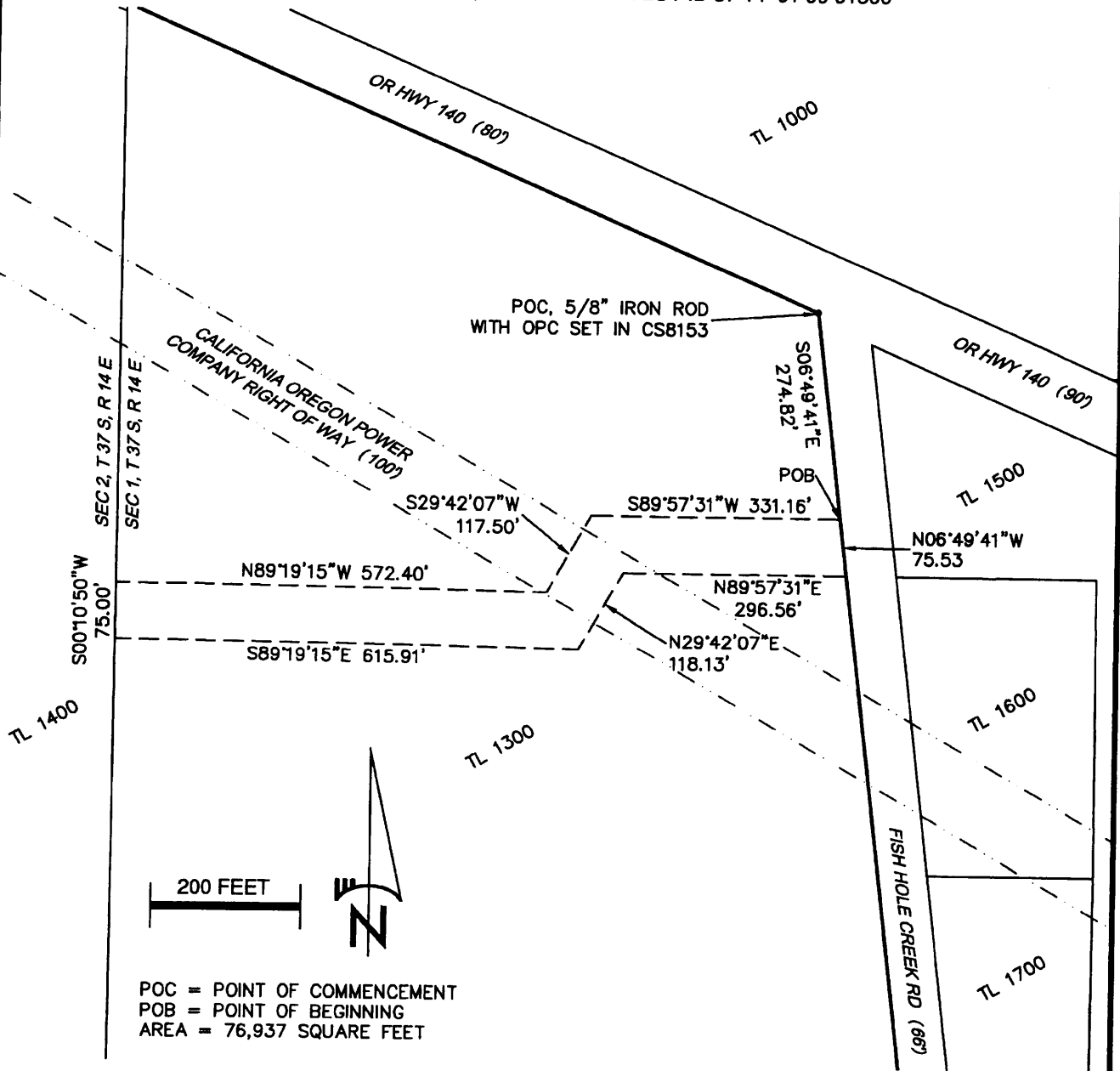
OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2017

WJY

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 01300



CIVIL ENGINEERING
& LAND SURVEYING

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

OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2017

DATE: 10/14/2016

SCALE: 1" = 200'

DRAWN BY: EJH

PROJ: 13838

MS