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10/15/2018 10:02:38 AM

Fee: \$127.00

Return to:

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

RW20170219

### **RIGHT OF WAY EASEMENT**

For value received, **Cypress Creek Land Holdings 2, LLC, a Delaware Limited Liability Company** ("Grantor"), hereby grants 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. R-3911-00000-02101

1. **Interconnection Agreement.** On real property adjacent to the Easement Area, **NorWest Energy 4, LLC (Q0577, Bonanza), 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 December 23, 2015, designated as Generation Interconnection Queue Number, 0577 (as amended from time to time, the "Interconnection Agreement"). Separately, Grantor and Customer entered into a Lease Agreement for Customer to lease all or a portion of the Property, including the Easement Area, for the purpose of installation, maintenance and operation of an electric generation facility ("Lease Agreement").
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**

**Cypress Creek Land Holdings 2, LLC, a Delaware Limited Liability Company**

By: Geoff Fallon

Print: GEOFF FALLON

Its: AUTHORIZED PERSON

Date: 9/28/18

**REPRESENTATIVE ACKNOWLEDGEMENT**

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

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

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

by \_\_\_\_\_ as \_\_\_\_\_ for **Cypress Creek  
Land Holdings 2, LLC, a Delaware Limited Liability Company**

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

See Attached  
Acknowledgment

## ACKNOWLEDGMENT

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 Los Angeles

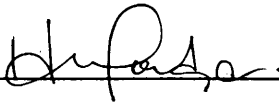
On September 28, 2018 before me, H. H. Poladyan, Notary Public  
(insert name and title of the officer)

personally appeared Geoff Fallon,  
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.

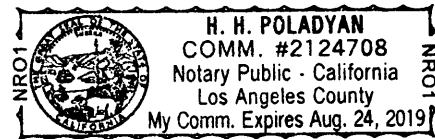
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Right of Way Easement

**GRANTEE**

PACIFICORP, an Oregon corporation

Deanna Adams

Deanna Adams

Director, Real Estate Management

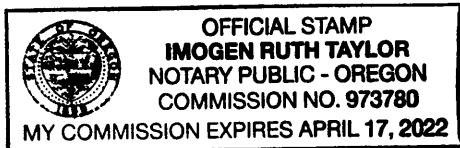
Date: 10/10/18

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 10<sup>th</sup> day of OCTOBER, 2018,  
by Deanna Adams, Director, Real Estate Management for PacificCorp, an Oregon corporation.



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

**CUSTOMER**

**NorWest Energy 4, LLC (Q0577, Bonanza), a Limited Liability Company organized and existing under the laws of the State of Oregon**

By: Geoff Fallon

Print: GEORGE FALLON

Its: AUTHORIZED PERSON

Date: 9/28/18

**REPRESENTATIVE ACKNOWLEDGEMENT**

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

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

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

by \_\_\_\_\_ for **NorWest Energy 4, LLC (Q0577, Bonanza), a Limited Liability Company organized and existing under the laws of the State of Oregon.**

*See Attached  
Acknowledgment*

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

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State of California  
County of Los Angeles

On September 28, 2018 before me, H. H. Poladyan, Notary Public  
(insert name and title of the officer)

personally appeared Geoff Fallon,  
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.

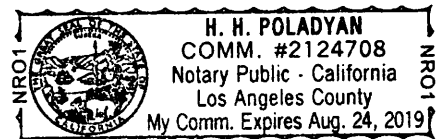
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



*Right of Way Easement*

**Exhibit 'A'****Power Line Easement Description**

A 20.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF PARCEL 2 OF LAND PARTITION 48-06 LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LYING 10.00 FEET EITHER SIDE (WHEN MEASURED AT RIGHT ANGLES) OF THE FOLLOWING DESCRIBED CENTERLINE:

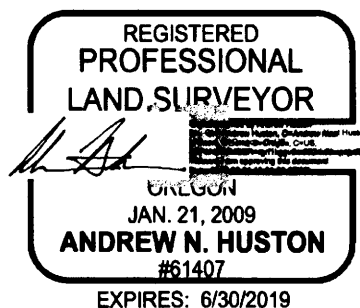
COMMENCING FROM A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PARAMETRIX, INC.", MARKING AN ANGLE POINT ON THE WESTERLY LINE BETWEEN PARCEL 1 AND 2 OF SAID LAND PARTITION 48-06; THENCE SOUTH 00°35'40" WEST, 1487.46 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 2 TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEARS NORTH 00°35'40" EAST, 231.15 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE LEAVING SAID WESTERLY BOUNDARY, NORTH 63°49'12" EAST, 343.99 FEET; THENCE NORTH 82°19'09" EAST, 193.16 FEET; THENCE SOUTH 78°31'17" EAST, 104.55 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION, SAID TERMINUS BEARS NORTH 57°19'51" EAST, 718.63 FEET FROM SAID SOUTHWEST CORNER OF PARCEL 2.

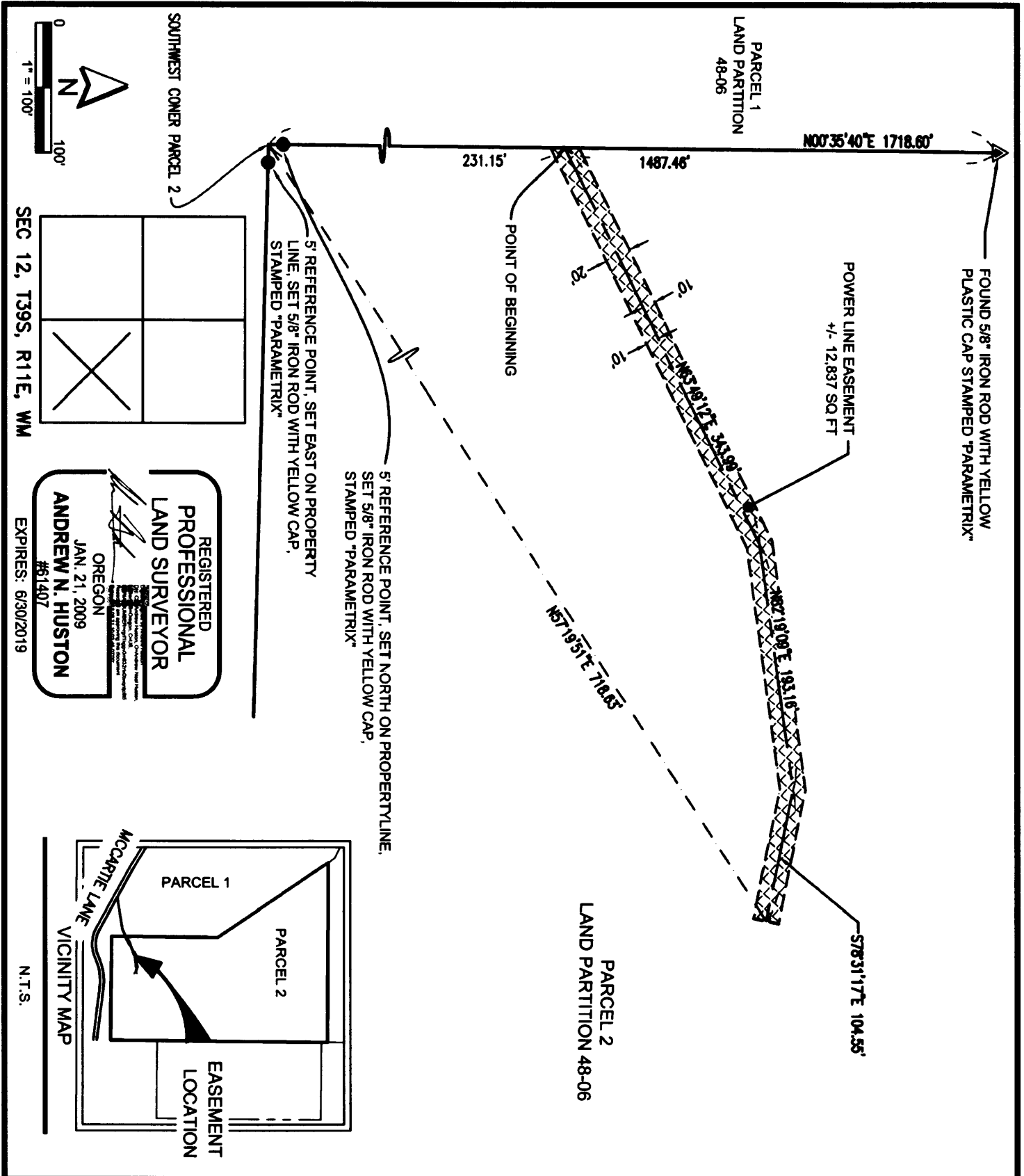
WESTERLY SIDELINES SHALL BE EITHER LENGTHENED OR SHORTENED TO TERMINATE AT THE WESTERLY BOUNDARY OF SAID PARCEL 2.

THIS PARCEL OF LAND CONTAINS 12,837 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS ARE BASED ON LAKE COUNTY, OREGON COUNTY SURVEY NO. 8237.





<p><b>DWG NAME</b> XBE7490007V-EA</p> <p><b>DATE</b> 9/21/2018</p> <p><b>DRAWING NO.</b> 1 OF 1</p>	<p><b>Parametrix</b> ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES</p> <p>150 NW PACIFIC PARK LANE, SUITE 110 BEND, OR 97701   P 541.508.7710 WWW.PARAMETRIX.COM</p>	<p><b>PROJECT NAME</b> <b>POWER LINE EASEMENT</b></p> <p><b>EXHIBIT 'B'</b></p> <p><b>KLAMATH COUNTY, OREGON</b></p>
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