

2018-012566

Klamath County, Oregon



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10/15/2018 10:02:40 AM

Fee: \$112.00

After Recording Return to:

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

ACCESS EASEMENT

For value received, **Carrie Rose Tenold and Stephen P. Tenold**, as husband and wife, ("Grantor"), hereby grant to **PacifiCorp**, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual non-exclusive easement for a right of way for access approximately sixty (60) feet in width for road purposes including the right to use said right of way for ingress and egress to access 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") and/or real and personal property. Said road right of way shall be located over, across, and upon a portion of Grantor's real property which is situated in Klamath County, State of Oregon, more particularly described and depicted in and on **Exhibit A** (the "Easement Area") attached hereto and by this reference made a part hereof. Grantor, Grantee and Customer (as defined below) are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

A portion of Assessor's parcel number: R-3911-00000-02100-000 (the "Property")

1. **Interconnection Agreement.**

Grantee and NorWest Energy 4, LLC an Oregon limited liability company ("Customer"), have entered into a Standard Small Generator Interconnection Agreement, dated December 23, 2015, designated as Generation Interconnection Queue Number, Q0577 (as amended from time to time, the "Interconnection Agreement").

2. **Grantee's Use of Easement.**

Grantee may use the Easement Area for any lawful purpose including without limitation purposes related to accessing its 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.

Grantee shall have the right to install its own lock on any Grantor or Customer owned gate(s).

Grantee, its contractors, or agents, shall also have the right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards that might impede Grantee's access to its facilities or activities.

3. Road Maintenance.

The cost of road construction, maintenance, snow removal, and resurfacing shall be the Customer's sole responsibility.

4. Term.

The term of this Easement shall be perpetual provided however, 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, (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, this Easement shall terminate upon written notice to Grantee thereof, and Customer shall provide alternative access to Grantee at Customer's sole cost and expense.

5. Relocation.

Customer agrees that in the event Grantee is required to relocate its use in this Easement, Customer will be responsible for the sole cost and expense associated with any relocation, removal, acquisition of new Easements, as agreed upon in the Interconnection Agreement.

6. 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.

7. 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).

8. 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.

9. 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.

10. Survival.

The provisions set forth in paragraphs 3 through 10 hereof shall survive the termination or abandonment of this Easement.

EXECUTED as of the last date set forth below.

Grantor

Carrie Rose Tenold

Signed: Carrie Rose Tenold

Date: 10/9/18

Grantor

Stephen P. Tenold

Signed: Stephen P. Tenold

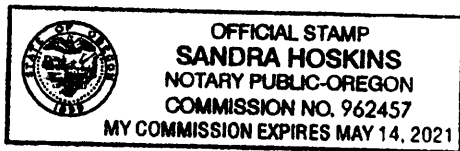
Date: 10/9/18

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me on this 9 day of October, 2018, by Carrie Rose Tenold



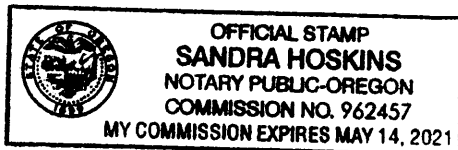
Sandra Hoskins
Notary Public of Oregon
My commission expires: 5-14-2021

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Klamath

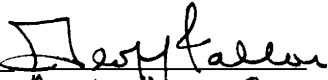
This instrument was acknowledged before me on this 9 day of October, 2018, by Stephen P. Tenold



Sandra Hoskins
Notary Public of Oregon
My commission expires: 5-14-2021

Customer

NorWest Energy 4, LLC an Oregon limited liability company

By: 
Its: Authorized Person
Date: 9/27/18

REPRESENTATIVE ACKNOWLEDGEMENT

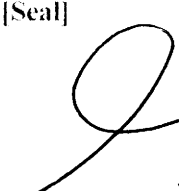
STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____ as the _____ for _____
_____.

[Seal]

Notary Public
My commission expires: _____

 see attached notary 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 27, 2018 before me, Nowrin Mohsin, 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)

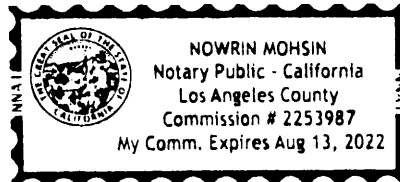


Exhibit 'A'**Access Easement Description**

A 60.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF PARCEL 1 OF LAND PARTITION 48-06 LOCATED IN THE SE1/4 OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LYING 30.00 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 "AES INC.", MARKING THE SOUTHEAST CORNER OF PARCEL 2 OF SAID LAND PARTITION PLAT 48-06; THENCE NORTH 89°24'20" WEST, 30.00 FEET ALONG THE SOUTH BOUNDARY OF SAID PARCEL 2 TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH BOUNDARY SOUTH 00°34'01" WEST, 247.29 FEET TO A POINT IN THE CENTERLINE OF MCCARTIE LANE BEING 60.00 FEET IN WIDTH.

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

SOUTHERLY SIDELINES SHALL BE EITHER LENGTHENED OR SHORTENED TO TERMINATE AT THE NORTHERLY RIGHT-OF-WAY OF MCCARTIE LANE.

THIS PARCEL OF LAND CONTAINS 12,896 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



