

2018-013028

Klamath County, Oregon



00230928201800130280080086

10/25/2018 09:43:41 AM

Fee: \$117.00

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

RW20150211/Cowan

RIGHT OF WAY EASEMENT

For value received, David M. Cowan and Theresa E. Cowan, husband and wife, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), on and subject to the terms and conditions set forth herein, 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, 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 SE ¼ of Section 2, Township 37 South,
Range 14 East, Willamette Meridian, Klamath County, Oregon.
Tax ID#: 3712020001400

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 February 7, 2017 in Klamath County, Oregon as Instrument #2017-001225) 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 (the "Customer Easement").

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 which Grantee or Customer have easement rights of ingress and egress 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 clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Grantee shall install overhead utility infrastructure lines to maintain a minimum clearance of fifteen (15) feet of ground clearance at all times.

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 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. Grantee acknowledges Grantor conducts agricultural operations and livestock grazing within the Easement Area and this use is not inconsistent with the purposes for which this easement has been granted. Grantee acknowledges Grantor will utilize perimeter fencing on the section-line boundary of the Easement Area and cross-fencing with gating to support livestock grazing. Grantee shall attach its own lock on any Grantor locked gates so as to allow Grantee independent access.

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 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 Fiber Facilities and Improvements as contemplated under Section 3.b. below.*
- b. On termination of this Easement, Grantee shall, within a reasonable period, remove its Fiber 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. Ownership of Fiber Facilities and Improvements.

Grantee owns as personal property the Fiber Facilities and Improvements located in, on, over, and under the Easement Area notwithstanding that the costs for all or a portion of such Fiber 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. Grantor shall have no obligation for payment of property taxes or other levies or assessments allocable to the Fiber Facilities and Improvements.

5. 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 Fiber 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.

6. Indemnity.

Grantee covenants and agrees that Grantee assumes all risks arising out of its use of the Property and Easement Area and Grantor shall have no liability to Grantee or others for any existing condition thereon. Grantee shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, members and agents from and against all losses, damages, expenses, claims, demands, suits and actions including, but not limited to, all claims for personal injuries and property damage arising from Grantee's activities under this Agreement to the extent caused by Grantee, its agents, contractors and employees.

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 9 hereof shall survive the termination or abandonment of this Easement.



EXECUTED as of the last date set forth below.

GRANTOR

David M. Cowan

By: *David M. Cowan*
Date: 10/2/18

GRANTOR

Theresa E. Cowan

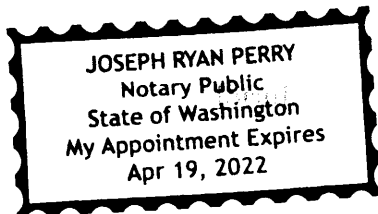
By: *Theresa E. Cowan*
Date: 10/2/18

INDIVIDUAL ACKNOWLEDGEMENT

State of Washington)
)ss
County of Thurston)

This instrument was acknowledged before me on this 2nd day of October, 2018,
by David M. Cowan

Name(s) of individual(s) signing document



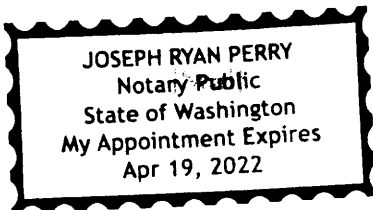
Joseph Ryan Perry
Notary Public
My commission expires: April 19, 2022

INDIVIDUAL ACKNOWLEDGEMENT

State of Washington)
)ss
County of Thurston)

This instrument was acknowledged before me on this 2nd day of October, 2018,
by Theresa E. Cowan

Name(s) of individual(s) signing document



Joseph Ryan Perry
Notary Public
My commission expires: April 19, 2022

[Handwritten mark]

GRANTEE

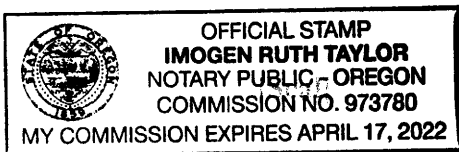
PacifiCorp, an Oregon corporation

Deanna Adams
Deanna Adams
Director, Real Estate Management
Date: 10/19/18

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON)
)ss
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on this 19th day of OCTOBER, 2018,
By **Deanna Adams, Director, Real Estate Management for PacifiCorp, an Oregon corporation.**



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

Bly Solar Center, LLC

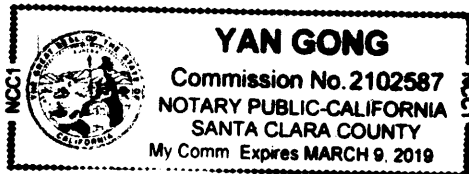
By:

Its:

Date: _____

STATE OF California)
COUNTY OF Contra Costa)SS

This instrument was acknowledged before me on this 16 day of October, 2018,
by Frank Zhu for Bly Solar Center LLC



Notary Public

My commission expires: March 9, 2019

EXHIBIT "A"

A 75 foot wide strip of land; situated in the SE 1/4 of Section 2, Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a 5/8" Iron Rod to mark the Southeast corner of Section 2;

Thence along the East line of Section 2 North 00°10'50" East 1712.00 feet;

Thence perpendicular to said East line of Section 2 South 89°49'10" West 75.00 feet to a point;

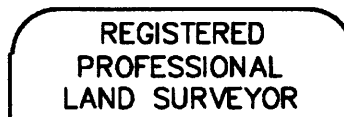
Thence parallel with said East line of Section 2 South 00°10'50" West 1711.69 feet to a point on the South line of Section 2;

Thence along said South line of Section 2 South 89°34'53" East 75.00 feet to the Point of Beginning.

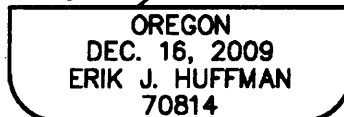
Contains 128,388 square feet, more or less.

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

The attached exhibit map is a part of this description and shall be attached hereto.



A handwritten signature in black ink, appearing to read "Erik J. Huffman".



RENEWS: JUN. 30, 2017

Handwritten initials in black ink, possibly "GJH".

A large handwritten signature in black ink, possibly "WMC", with a diagonal line through it and the year "2009" written at the end.

EXHIBIT "B"

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 2
TOWNSHIP 37 SOUTH, RANGE 14 EAST, W.M. KLAMATH COUNTY, OREGON

TAX LOT ID 37 14 02 00 1400
SOUTH 89°49'10" WEST 75.00'

INST. NO. 2017-000687

TL 1400

TL 1300

VOLUME M73
PAGE 14243

SE 1/4 SECTION 2

SW 1/4 SECTION 1

U.S. FOREST SERVICE ROAD 375
(FISH HOLE CREEK 66' R/W)

SOUTH 00°10'50" WEST 1711.69'

NORTH 00°10'50" EAST 1712.00'

EAST LINE SECTION 2

SOUTH LINE SECTION 2

SOUTH 89°34'53" EAST 75.00'

POB, SE CORNER SECTION 2
5/8" IRON ROD

POB = POINT OF BEGINNING
AREA = 128,388 SQUARE FEET

300 FEET

N



CIVIL ENGINEERING
& LAND SURVEYING

549 SW MILL VIEW WAY
SUITE 105
BEND, OREGON 97702
(541) 633-3140
www.beconeng.com

FOR:
CORONAL ENERGY
321 E MAIN ST, STE 300
CHARLOTTESVILLE, VA
22902

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWES: JUN. 30, 2019

DATE: 07/20/2017

SCALE: 1" = 300'

DRAWN BY: EJH

PROJ: 13838

DMC/REC

EXT