

2021-018142

Klamath County, Oregon



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Return to:

12/07/2021 11:29:35 AM

Fee: \$122.00

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

RW20210269

RIGHT OF WAY EASEMENT

For value received, **Gavin Rajnus, LLC**, an Oregon limited liability company ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation ("Grantee"), a perpetual non-exclusive easement (this "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. 40S 11E Parcel No. 6001

1. Interconnection Agreement. On real property adjacent to the Easement Area, **Skysol, LLC**, a Utah limited liability company ("Customer") is developing an electric generation facility ("Customer Generation Facility"). Grantee and Customer have entered into a Standard Large Generator Interconnection Agreement, dated June 5, 2017, designated as Generation Interconnection Queue Number Q0721 (as amended from time to time, the "Interconnection 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, within the Easement Area 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 Electric Facilities and Improvements within the Easement Area or impede Grantee's activities under this Easement; provided, however, Grantee's clearance rights on the real property adjacent to the Easement Area shall apply only to hazards and obstructions likely, in Grantee's commercially reasonable judgment, to endanger Grantee's Electric Facilities and Improvements within the Easement Area and shall extend to no more than fifty (50) feet from

122-

the boundary line of the Easement Area. Grantee acknowledges that Grantor's underground irrigation line crosses the Easement Area and the real property outside of and adjacent to the Easement Area and consents to this crossing.

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. Validation of Interest. Grantor represents and warrants to Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights contained herein, except as to that portion of the Property which is subject to that certain lease and easement granted to Skysol LLC, a Utah limited liability company, recorded on February 16, 2017, through instrument number 2017-001670, and as amended recorded January 15, 2019, through instrument number 2019-000431, in the assessor records in Klamath County, Oregon.
4. 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.
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 4 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 PAGES]

GRANTOR

Gavin Rajnus, LLC, an Oregon limited liability company

By: Isaac Rajnus

Print: Gavin Rajnus

Its: Owner / Manager

Date: 11/08/21

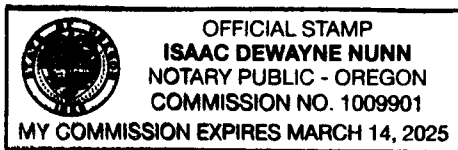
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Oregon)

COUNTY OF Klamath)

This instrument was acknowledged before me this 8 day of November, 2021,

by Isaac Dewayne Nunn as Notary Public for **Gavin Rajnus, LLC.**



Isaac Dewayne Nunn
Notary Public
My Commission expires: 14 March 2025

GRANTEE

PACIFICORP, an Oregon corporation

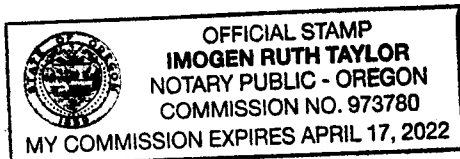
Deanna Adams
Deanna Adams
Director, Real Estate Management
Date: 10/29/2021

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 29th day of OCTOBER, 2021,
by Deanna Adams as Director of Real Estate Management for PacificCorp, an Oregon corporation.



Imogen Ruth Taylor
Notary Public
My Commission expires: 4/17/22

CUSTOMER

Skysol, LLC, a Utah limited liability company

By: Hanwha Total Solar II, LLC

Its: Sole Member

By: _____

Henry Yun

Title: Co-CEO

Date: November 16, 2021

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2021,

by _____ for Skysol LLC.

Notary Public

My Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

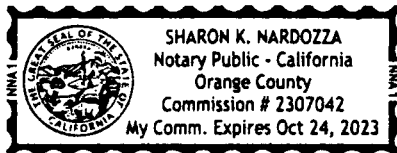
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On November 16, 2021 before me, Sharon K. Nardozza Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Henry Yun
 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 Sharon K. Nardozza
 Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

S&F Land Services

901 NW CARLON AVE, SUITE 3 Bend, OR 97703
(541) 797-0954 - www.sflands.com

2021-062-40
SEPTEMBER 28, 2021
ANH

EXHIBIT A
LEGAL DESCRIPTION
POWER EASEMENT

A PORTION OF PARCEL 1, LAND PARTITION 18-12, FILED FEBRUARY 26, 2013, IN VOLUME 2013, PAGE 2139, KLAMATH COUNTY, OREGON RECORDS, LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

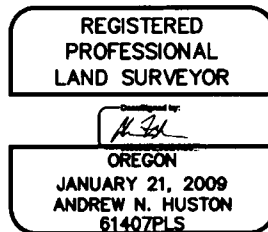
A 20.00 FOOT WIDE STRIP OF LAND, BEING 10.00 FEET ON EACH SIDE (WHEN MEASURED AT RIGHT ANGLES) OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 5/8 INCH IRON ROD WITH 1-1/2 INCH ALUMINUM CAP ON THE RANGE LINE COMMON TO RANGES 11 EAST AND 12 EAST, TOWNSHIP 40 SOUTH, WILLAMETTE MERIDIAN, MARKING THE NORTHWEST CORNER OF SECTION 31, SAID TOWNSHIP, SAID RANGE 12 EAST; THENCE ALONG SAID RANGE LINE, SOUTH 01°09'53" EAST, 631.41 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE LEAVING SAID RANGE LINE, ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL 1, SOUTH 88°57'49" WEST, 57.79 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH BOUNDARY LINE, SOUTH 15°52'55" WEST, 111.17 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 157°56'53", AN ARC DISTANCE OF 165.40 FEET (THE CHORD TO WHICH BEARS SOUTH 46°43'37" WEST, 117.78 FEET) TO A POINT OF NON-TANGENT COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 102.00 FEET, THROUGH A CENTRAL ANGLE OF 17°40'17", AN ARC DISTANCE OF 31.46 FEET (THE CHORD TO WHICH BEARS NORTH 89°21'27" WEST, 31.33 FEET); THENCE NORTH 80°31'18" WEST, 20.00 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 470.68 FEET, THROUGH A CENTRAL ANGLE OF 15°17'24", AN ARC DISTANCE OF 125.61 FEET (THE CHORD TO WHICH BEARS NORTH 88°10'20" WEST, 125.23 FEET); THENCE SOUTH 84°35'08" WEST, 369.89 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 240.00 FEET, THROUGH A CENTRAL ANGLE OF 24°12'35", AN ARC DISTANCE OF 101.41 FEET (THE CHORD TO WHICH BEARS NORTH 83°18'34" WEST, 100.66 FEET); THENCE NORTH 71°12'17" WEST, 205.54 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 24°25'50", AN ARC DISTANCE OF 72.49 FEET (THE CHORD TO WHICH BEARS NORTH 83°25'12" WEST, 71.94 FEET); THENCE SOUTH 84°21'53" WEST, 249.88 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 20°32'38", AN ARC DISTANCE OF 53.78 FEET (THE CHORD TO WHICH BEARS NORTH 85°21'48" WEST, 53.50 FEET); THENCE NORTH 75°05'28" WEST, 223.81 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 140.00 FEET, THROUGH AN CENTRAL ANGLE OF 25°59'46", AN ARC DISTANCE OF 63.52 FEET (THE CHORD TO WHICH BEARS NORTH 62°05'35" WEST, 62.98 FEET); THENCE NORTH 49°05'42" WEST, 416.99 FEET; THENCE NORTH 00°00'00" EAST, 65.30 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY LINE OF A FUTURE SUBSTATION PARCEL AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION, SAID TERMINUS BEARS SOUTH 79°42'47" WEST, 1992.73 FEET, MORE OR LESS, FROM SAID NORTHWEST CORNER OF SECTION 31 (SIDELINES TO BE LENGTHENED OR SHORTENED TO SAID NORTH BOUNDARY LINE OF PARCEL 1 AND SAID SOUTH BOUNDARY LINE OF A FUTURE SUBSTATION PARCEL).

THIS DESCRIPTION CONTAINS 1.03 ACRES (44,724 SQUARE FEET), MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS BASED ON UTM ZONE 10.



RENEWS: 6/30/2023

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C4	24°12'35"	240.00'	101.41'	N83°18'34"W
C5	15°17'24"	470.88'	125.61'	N88°10'20"W
C6	17°40'17"	102.00'	31.46'	N89°21'27"W
C7	157°56'53"	60.00'	165.40'	S46°43'37"W

TAX LOT
R-4011-00000-06200-000

EXISTING 40' ROAD EASEMENT
PER DEED VOLUME M91, PAGE 21671

EXISTING ACCESS EASEMENT
PER INSTRUMENT NO. 2021-009762
AND INSTRUMENT NO. 2021-009536

5/8" IRON ROD WITH
1-1/2" ALUMINUM CAP

S01°09'53"E ±631.41'

S88°57'49"W 57.79'

TAX LOT
R-4012-31000-
00300-000

CENTERLINE
POINT OF BEGINNING

S15°52'55"W 111.17'

N71°12'17"W 205.54'

N80°31'18"W 20.00'

10'

10'

POWER EASEMENT
±44,724 SQ FT

S84°35'08"W 369.89'

N71°12'17"W 205.54'

C4

C5

C6

C7

C8

C9

C10

C11

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