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01/27/2023 10:18:16 AM

Fee: \$122.00

Return to:

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

RW20220545

RIGHT OF WAY EASEMENT

For value received, **Daryl Lee Malvern and Sara Marie Palomino** ("Grantor"), hereby grant 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. 36 12 22A Parcel No. 400

1. **Interconnection Agreement. Whisky Creek Solar, LLC**, an Oregon limited liability company ("Customer") is developing an electric generation facility ("Customer Generation Facility") on real property adjacent to the Easement Area. Grantee and Customer have entered into an Interconnection Agreement for a Community Solar Project, dated March 2, 2021, designated as Oregon Community Solar Queue Number OCS020 (Whisky Creek Solar) (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, 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 PAGES]

GRANTOR

DARYL LEE MALVERN

Daryl Lee Malvern
Daryl Lee Malvern

Date: 12-5-22

INDIVIDUAL ACKNOWLEDGEMENT

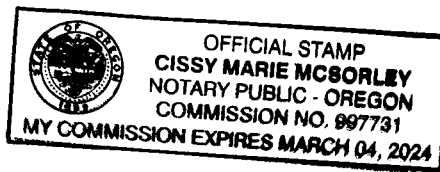
STATE OF Oregon)

COUNTY OF Klamath)

This instrument was acknowledged before me this 05th day of December, 2022,

by Daryl Lee Malvern.

Cissy Marie McSorley
Notary Public
My Commission expires: 03-04-2024



GRANTOR

SARA MARIE PALOMINO

Sara Marie Palomino
Sara Palomino
Sara Marie Palomino

Date: 12-05-2022

INDIVIDUAL ACKNOWLEDGEMENT

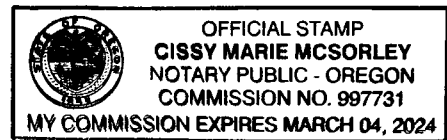
STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me this 05th day of December, 2022

by Sara Marie Palomino.

Cissy Marie McSorley
Notary Public
My Commission expires: 03-04-2024



GRANTEE

PACIFICORP, an Oregon corporation

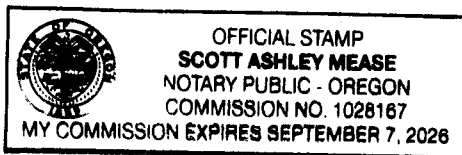
Deanna Adams
Deanna Adams
Director, Real Estate Management
Date: 12-8-2022

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 8TH day of DECEMBER, 2022,
by Deanna Adams as Director of Real Estate Management for PacifiCorp, an Oregon corporation.



[Signature]
Notary Public
My Commission expires: 9/7/2026

CUSTOMER

WHISKY CREEK SOLAR, LLC, an Oregon limited liability company

By: [Signature]

Print: Troy Snyder

Its: Authorized Person

Date: 12/12/22

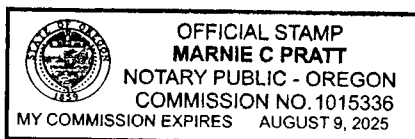
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Multnomah

This instrument was acknowledged before me this 13 day of December, 2022,

by Troy Snyder for Whisky Creek Solar, LLC, an Oregon limited liability company.



[Signature]

Notary Public

My Commission expires: August 9, 2025

PROPERTY DESCRIPTION

A portion of:

All that portion of the NE1/4 NE1/4, Section 22, Township 36 South, Range 12 East, Willamette Meridian, lying Southerly of the right of way of the Klamath Falls-Lakeview Highway No. 66, SAVING AND EXCEPTING therefrom the following described two parcels:

A portion of the E1/2 of the NE1/4 of the NE1/4 of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly describes as follows:

Beginning at the Northeast corner of the NE1/4 NE1/4 of said Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon; thence South along the East line of said NE1/4 NE1/4 a distance of 264 feet; thence West a distance of 330 feet; thence North parallel to the East line of said NE1/4 NE1/4 a distance of 264 feet to the North line of said Section 22; thence East a distance of 330 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM a portion of the E1/2 of the NE1/4 of the NE1/4 of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of Section 22, thence South 240 feet along the Eastern boundary of Section 22, thence West 300 feet, thence South 75 feet, thence East 300 feet, thence North 75 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within the right of way of Yellow Jacket Spring Road.

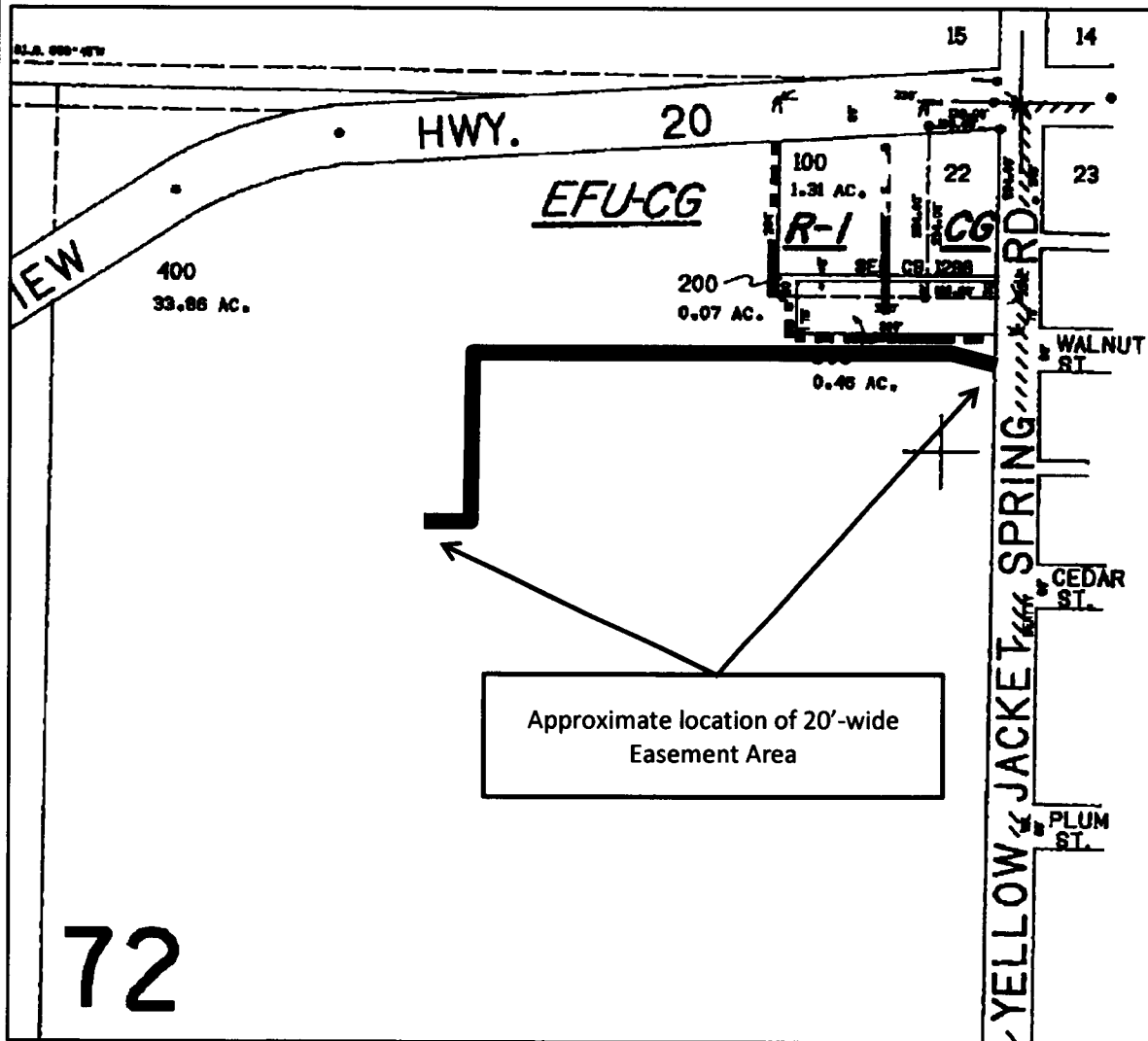
WO#: 10080548 RW#: 20220545

Grantor Name: Malvern & Palomino

EXHIBIT A  **PACIFIC POWER**
A DIVISION OF PACIFICORP

PROPERTY DESCRIPTION

In the NE 1/4 of Section 22, Township 36S, Range 12E
of the Willamette Meridian, Klamath County, State of Oregon.
Map / Tax Lot or Assessor's Parcel No.: 36 12 22A TL 400



WO#: 10080548 ROW#: 20220545

Landowner: Malvern & Palomino

Drawn by: I Taylor

EXHIBIT B

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

