

2023-000570

Klamath County, Oregon



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Fee: \$112.00

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

RW20220546

RIGHT OF WAY EASEMENT

For value received, **Witty Midnight Salamander, LLC, an Oregon domestic 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 and as shown on Exhibit "A" the ("Easement Area") attached hereto and by this reference made a part hereof:

A portion of the Property:

The East 1/2 of the East 1/2 of Government Lot 9, in Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion deeded to the County of Klamath in Volume 85 Page 618, deed records of Klamath County, Oregon.

Assessor's Map No. 3610 14AD Parcel No. 100

1. **Interconnection Agreement.** **Cherry 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 June 1, 2021, designated as Oregon Community Solar Queue Number OCS044 (Cherry 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

WITTY MIDNIGHT SALAMANDER, LLC, an Oregon domestic limited liability company

By: [Signature]

Print: Troy Snyder

Its: Authorized Person

Date: 12/6/22

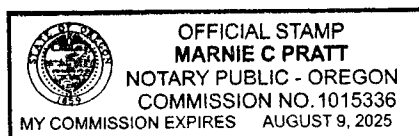
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Multnomah

This instrument was acknowledged before me this 6 day of December, 2022,

by Troy Snyder for Witty Midnight Salamander, LLC, an Oregon
domestic limited liability company.



[Signature]

Notary Public

My Commission expires: August 9 2025

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 PacificCorp, an Oregon corporation.



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

CUSTOMER

CHERRY CREEK SOLAR, LLC, an Oregon limited liability company

By: [Signature]

Print: Troy Snyder

Its: Authorized Person

Date: 12/6/22

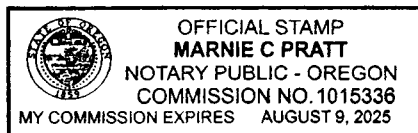
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Multnomah

This instrument was acknowledged before me this 6 day of December, 2022,

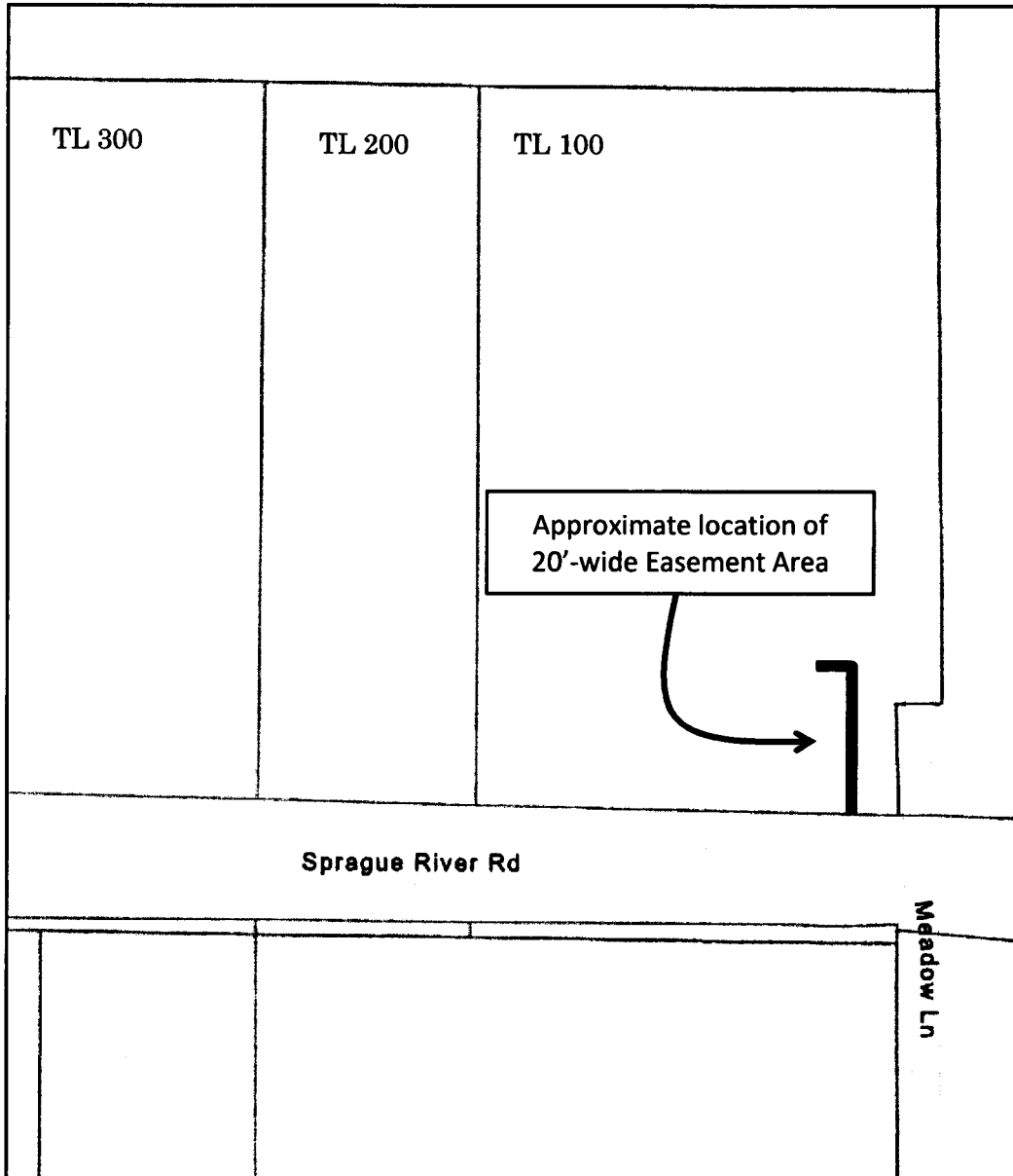
by Troy Snyder for Cherry Creek Solar, LLC, an Oregon limited liability company.



[Signature]
Notary Public
My Commission expires: August 9 2025

PROPERTY DESCRIPTION

In the SE 1/4 NE 1/4 of Section 14, Township 36S, Range 10E
of the Willamette Meridian, Klamath County, State of Oregon.
Map / Tax Lot or Assessor's Parcel No.: 36 10 14AD TL 100



WO#: 10080549 ROW#: 20220546

Landowner: Witty Midnight Salamander,
LLC

EXHIBIT A

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.

