

After Recording Return to:

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

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**EXCLUSIVE EASEMENT, NON-EXCLUSIVE ACCESS ROUTE, and NON-  
EXCLUSIVE STORMWATER EASEMENT**

For value received, **Oregon Institute of Technology, an Oregon public university** ("Grantor"), hereby grants to **PacifiCorp, an Oregon corporation**, its successors and assigns, its contractors or agents ("Grantee"), on and subject to the terms and conditions set forth herein, an exclusive easement (the "Easement") on a portion of the Property (as defined below) described and shown on **Exhibit A**, (the "Easement Area") attached hereto. Said Easement shall be for the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal within the Easement Area of Grantee's: battery storage, perimeter fencing, gates, grounding wires, control house, electric distribution, transmission and communication lines, and all necessary or desirable accessories and appurtenances thereto, including without limitation poles, towers (including communication towers), 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") on, over, across or under the surface of the real property of Grantor in Klamath County, State of Oregon. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

"Property": A portion of tax lot 3809-01700-00901 and a portion of tax lot 3809-00000-04900

1. Grantee's Use of Easement.

Grantee may use the Easement Area for any lawful purpose, including without limitation purposes related to the preparation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of the Electric Facilities and Improvements and such other activities as are reasonably necessary and appropriate to comply with applicable federal, state, or local laws, regulations, and requirements. Grantor, as landowner, agrees to execute any and all documents as may be reasonably required in order for Grantee to construct, utilize and occupy any such Electric Facilities and Improvements or as may be reasonably required for Grantee's use of the Easement Area. Grantee shall reimburse Grantor for any and all out-of-pocket costs and expenses incurred by Grantor in providing Grantee with such documents; however, such costs and expenses shall not exceed Three Thousand Dollars (\$3,000).

Grantor agrees that Grantee shall have sole access and control of the Easement Area. In exchange for Grantor granting Grantee sole access and control of the Easement Area, Grantee agrees to assume any and all legal obligations and responsibilities for maintaining the Easement Area in a safe manner, and to take all appropriate and necessary steps to preclude unauthorized access to the Easement Area by any third-party. Grantor agrees that its access to the Easement Area shall be subject to escort by Grantee. Grantor has the right to inspect the interior of the Easement Area annually and upon providing two (2) calendar weeks in advance written notice to Grantee, who shall arrange for the appropriate escort to facilitate Grantor's inspection as reasonably appropriate. Grantor shall not grant additional uses upon the Easement Area, except with Grantee's prior written approval.

Grantee will take reasonable steps to minimize unreasonable interference with Grantor's use of areas contiguous to the Easement Area. To the extent possible Grantee will avoid activities which may interfere with university events such as, but not limited to, graduation, sports events, etc.

Grantee shall have control of the air space directly above the Easement Area. Grantee agrees to cooperate with Grantor for uses of the air space of the Easement Area; however, any proposed use must not pose a risk, in Grantee's sole discretion, to Grantee's Electric Facilities and Improvements, and in addition no drones or cranes shall be used above the Easement Area without the express permission of Grantee.

If any portion of the Grantor Property is utilized for ingress and egress is damaged or destroyed by Grantee, then Grantee shall repair, reconstruct, or replace such damaged or destroyed portion of the Grantor Property at its sole cost and expense; or reimburse Grantor upon demand for all reasonable costs and expenses incurred by Grantor in repairing, reconstructing, or replacing such damaged portion of the Easement Area.

Grantor also grants to Grantee a non-exclusive access route easement over a portion of tax lot 3809-00000-04900 and a portion of tax lot 3809-01700-00901 to get to the Easement Area for all activities of Grantee that are consistent with the purposes for which this Easement has been granted. The access route is depicted on **Exhibit A**.

Grantor also grants to Grantee a non-exclusive easement for the installation and maintenance of stormwater diversion ("Stormwater Facilities") from the Easement Area to an existing ditch located on the Property and Klamath County, State of Oregon tax lot 38090000004900 which shall be located more or less as depicted on **Exhibit A**. Grantor will provide Grantee with ingress and egress related to the development, protection and maintenance of the Stormwater Facilities. Grantee will, at its sole cost and expense maintain the Stormwater and repair any damage caused by Grantee, or its invitees, contractors, agents and employees in connection with the construction, inspection, maintenance or use of the Stormwater Facilities. Grantor will, at its sole cost and expense, repair any damage to the Stormwater Facilities that is caused by Grantor, its invitees, contractors, agents and employees, but Grantor will otherwise have no obligation to maintain or repair the Stormwater Facilities.

2. Term and Termination.

- A. Initial Term. The term of both the Exclusive and Non-Exclusive Easements shall be for fifteen (15) years commencing on the Effective Date (as defined below) of this Easement.
- B. Additional Term. Grantee may extend the terms of both easements for one additional six (6) year period, upon mutual, written agreement with the Grantor. Grantee must provide notice it wishes to extend the terms of the easements at least one hundred eighty (180) calendar days prior to the expiration of the Initial Term. The Parties agree to negotiate the terms of the any additional extended term in good faith.
- C. Return Condition. On expiration of the Exclusive Easement, Grantee shall, within a reasonable period, which shall be defined as a period of no more than six (6) months, remove its Electric Facilities and Improvements and restore the Easement Area to its original condition, at Grantee's sole cost and expense; and, shall execute an easement termination agreement or quit claim deed, as appropriate, in a recordable form reasonably satisfactory to Grantor or Grantor's successor(s) in interest, sufficient to fully remove this Easement as an encumbrance on the Property's title.

3. Ownership of Electric Facilities and Improvements.

Grantee owns as personal property the Electric Facilities and Improvements located in, on, over, and under the Easement Area.

4. Environmental Representations and Warranties.

To Grantor's knowledge, no hazardous substance, pollutants, hazardous wastes, or oil defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9601(14), the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6903(5), the Oregon Hazardous Waste and Hazardous Materials Act, ORS §465 and ORS §468B.060, the Clean Water Act ("CWA"), 33 U.S.C. §1321, and the Oil Pollution Act ("OPA"), 33 U.S.C. § 1001(23), ("Environmental Compliance Laws") ("Hazardous Substances") exists on or have been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, under, from, or across the Easement Area. Hazardous Substances shall not include chemicals or cleaning fluids necessary for the operation or other maintenance of the Property if the disposition, handling, storage or quantity of such is at all times in compliance with all applicable legal requirements. "Knowledge" of Grantor in this Section 4 refers to the information contained in the files maintained by Grantor's Environmental Health and Safety Department as of the granting of this Easement.

Grantee will not install, use, generate, store or dispose of in, on, over, about or under the Easement Area any Hazardous Substances in reportable quantities without Grantor's prior written approval. Subject to Grantor's prior written approval, which shall not be unreasonably withheld Grantee may use or store limited quantities of such Hazardous Substances as are customarily used in Grantee's business operations in accordance with all applicable federal, state, or local law, regulation, or requirement including, without limitation the Environmental Compliance Laws.

5. Environmental Indemnification.

- A. Except as limited by Section 5(B) below, Grantor agrees to indemnify, defend, and hold Grantee, its employees, officers, directors, representatives and/or agents (collectively, the "Grantee Indemnified Parties") harmless against any and all losses, expenses (including reasonable attorneys' fees), damages, claims, demands, suits, actions, proceedings, or causes of action arising from or connected with: (i) any Hazardous Substances associated with the Property and/or Easement Area known to be present by Grantor as of the granting of this Easement ; and, (ii) any alleged violation of Environmental Compliance Laws associated with the Property and/or the Easement Area ("Claim" or "Claims") at the time this Easement is executed. Knowledge of Grantor in this Section shall retain the same definition as Section 4 above.
- B. Notwithstanding the foregoing, Grantor's agreement to indemnify, defend, and hold Grantee harmless does not extend to any Hazardous Substances placed, spilled, disposed of, discharged, or released by Grantee, or its employees or agents.
- C. If any such Claim is brought against Grantee relating to the alleged presences of Hazardous Substances at the Easement Area that are alleged to have been present prior to the granting of the Easement, Grantor shall, at its election upon written notice from Grantee, defend such Claim by counsel reasonably acceptable to Grantee or reimburse Grantee for all reasonable charges it incurs for legal services and litigation expenses in defending the Claim.
- D. If, at any time, Hazardous Substances are proven to have been placed, spilled, disposed of, discharged, or released in, on, from, under, or about the Easement Area by Grantor, Grantor shall at its sole expense and cost perform any and all containment, remediation, and any cleanup actions required by applicable Environmental Compliance Laws.
- E. If, at any time, Hazardous Substances are proven to have been placed, spilled, disposed of, discharged, or released in, on, from, under, or about the Easement Area by Grantee, Grantee shall at its sole expense and cost perform any and all containment, remediation, and any cleanup actions required by applicable Environmental Compliance Laws.
- F. Grantor's indemnification obligations under this Section shall be subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and Article XI, Section 7 of the Oregon Constitution.
- G. The provisions of this Section shall survive the termination or abandonment of this Easement.

6. Lien And/Or Other Indemnity.

- A. Grantee agrees to (i) indemnify, defend, and hold harmless Grantor, and its employees, officers, directors, trustees, representatives, and/or agents (collectively, "Grantor Indemnified Parties") from and against any and all losses, expenses (including reasonable attorneys' fees), damages, claims, demands, suits, actions, proceedings, or causes of action arising from or connected with: (a) any laborers', materialmen's and mechanics' liens or claims made or filed against Grantor, upon the Electric Facilities and Improvements or the Easement Area on account of any labor performed and/or equipment furnished by or to Grantee, and (b) personal injury, death, and property damage arising out of or related to Grantee's use of the Easement Area, including but not limited to the design

and construction of the Electrical Facilities and Improvements Grantee proposes to erect and operate on the Easement Area.

7. 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.

8. Assignment and Successors.

Neither Party may assign or otherwise transfer any of its rights, interests, or obligations under this Easement without the prior written consent of the other Party. 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).

9. Arbitration.

Any dispute, claim or controversy arising out of or relating to this Easement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Eugene, Oregon before one arbitrator(s). The arbitration shall be administered by JAMS, or if JAMS is not available another arbitration firm serving multi-state clients, pursuant to its Comprehensive Arbitration Rules and Procedures, or equivalent, and in accordance with the Streamlined Procedures in those Rules, or equivalent. Judgment on the Award (or interim measure such as injunction) may be entered in any court having jurisdiction. The parties agree that this provision shall control resolution of all disputes to the exclusion of a trial by jury. A decision by the arbitrator under this provision shall be final and not subject to any other review. The award of the arbitrator shall be accompanied by a written, reasoned opinion signed by the arbitrator. The opinion shall include a statement setting forth the reasons for the disposition of any claim, including findings of fact and conclusions of law.

10. Controlling Law.

The interpretation of this instrument and the resolution of any dispute shall be governed by the laws of the State of Oregon, and any legal suit, action, or proceeding arising out of or relating to this Easement shall be instituted in the federal courts of the United States of America or the courts of the State of Oregon.

11. 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.

12. Survival.

The provisions set forth in Section 3 through 11 hereof shall survive the termination or abandonment of this Easement.

13. Amendment.

This Easement may be amended, modified, or supplemented only by a written document executed by the Parties (or their successors and assigns).

Effective Date is as of the last date EXECUTED set forth below.

Grantor

By: [Signature]  
Its: JPA  
Date: 8/31/2023

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

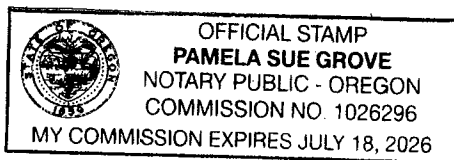
COUNTY OF KLAMATH

This instrument was acknowledged before me on this 31st day of August, 2023,  
by John Harman as V.P. for Finance & Administration for Oregon Institute of Technology.

[Signature]

Notary Public

My commission expires: 7/18/2026



**Grantee**

PacifiCorp, an Oregon corporation

By: Jeffrey J. Keyser  
Its: Director Investment Delivery  
Date: 8/29/2023

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF OREGON

COUNTY OF JACKSON

This instrument was acknowledged before me on this 29<sup>th</sup> day of August, 2023  
by Jeffrey J. Keyser, as Dir. Investment Delivery for PacifiCorp, an Oregon  
corporation.

Deborah L Holden  
Notary Public  
My commission expires: 26 May 2024

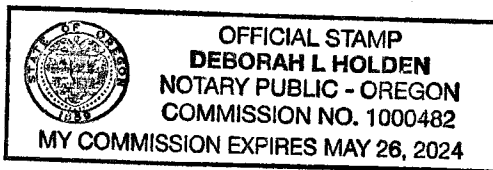


Exhibit A  
(Page 1 of 2)

LEGAL DESCRIPTION FOR AN EXCLUSIVE EASEMENT ACROSS A TRACT OF  
LAND LOCATED IN THE SE1/4 OF SECTION 17, T.38S., R.9E., W.M., KLAMATH  
COUNTY, OREGON  
W.O. 21-5638

LEGAL DESCRIPTION

A legal description for an exclusive easement across a tract of land located in Section 17, Township 38 South, Range 9 East, W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed to Oregon Institute of Technology in Deeds M87 Page 1713, Records of Klamath County, Oregon, thence North 87°25'28" East along the South line of said Deeds M87 Page 1713 a distance of 155.03 feet to the True Point of Beginning of this legal description; thence North 02°34'34" West a distance of 24.02 feet; thence South 89°24'52" East a distance of 20.00 feet; thence North 24°33'27" East a distance of 94.82 feet; thence North 66°32'35" East a distance of 31.13 feet; thence South 31°36'22" East a distance of 87.32 feet; thence South 24°33'27" West a distance of 47.24 feet; thence South 02°34'34" East a distance of 25.00 feet; thence South 87°25'26" West a distance of 113.13 feet; thence North 02°34'34" West a distance of 25.00 feet to the True Point of Beginning.

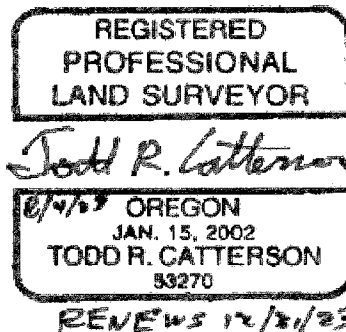




EXHIBIT MAP FOR AN EXCLUSIVE EASEMENT ACROSS A  
TRACT OF LAND LOCATED IN SECTION 17, T.38S., R.9E.,  
W.M., KLAMATH COUNTY, OREGON  
W.O. 21-5638

