

Return to:

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

RW20240130

### **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 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. 38 09 07B      Parcel No. 500

1. Interconnection Agreement. **Sunset Ridge Solar, LLC, a 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 April 6, 2021, designated as Generation Interconnection Queue Number, OCS047 (Sunset Ridge 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

Date: 3/7/24

REPRESENTATIVE ACKNOWLEDGEMENT

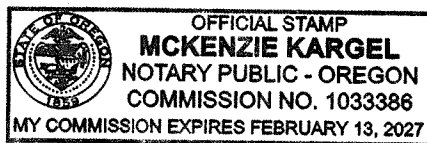
STATE OF Oregon )

COUNTY OF Multnomah )

This instrument was acknowledged before me this 7<sup>th</sup> day of March, 2024,

by Troy Snyder as Authorized Person for Witty Midnight


Salamander, LLC, an Oregon domestic limited liability company.



McKenzie Kargel  
[Signature]  
Notary Public  
My Commission expires: 02/13/2027

**GRANTEE**

PacifiCorp, an Oregon corporation

  
James Palmer  
Manager, Right of Way

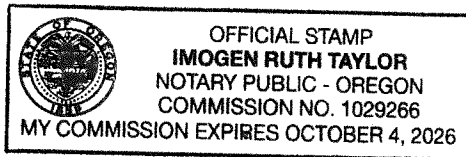
Date: 4/2/2024

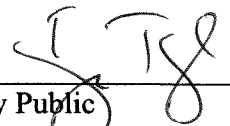
**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 2<sup>nd</sup> day of APRIL, 2024,  
by James Palmer as Manager of Right of Way for PacifiCorp, an Oregon corporation.



  
Notary Public  
My Commission expires: 10/4/26

**CUSTOMER**

Sunset Ridge Solar, LLC, a limited liability company

By: [Signature]

Print: Joshua Ullere

Its: Senior Director, Legal

Date: March 13, 2024

**REPRESENTATIVE ACKNOWLEDGEMENT**

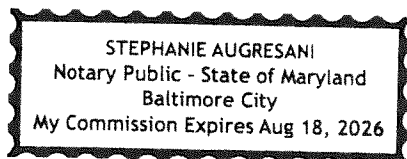
STATE OF Maryland

COUNTY OF Baltimore City

This instrument was acknowledged before me this 13<sup>th</sup> day of March, 2024,

by Joshua Ullere the Senior Director, Legal for Sunset Ridge Solar,

LLC, a limited liability company.



[Signature]  
Notary Public

My Commission expires: 8/18/2026

**PROPERTY DESCRIPTION**

A portion of:

That portion of the SW1/4 of the NW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, (being a part of Government Lots 1 and 5), lying East of the New Dalles-California Highway, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the iron pin which marks the Southeast corner of the SW1/4 of the NW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence; North along the 40 line a distance of 1320 feet to the Northeast corner of the SW1/4 of the NW1/4 of said Section 7; thence North 89°59' West along the 40 line a distance of 709.8 feet to a point on the Easterly right of way line of the new Dalles-California Highway; thence South 11°36' West along the Easterly right of way line of the New Dalles-California Highway to an iron pin which marks its intersection with the East-West quarter line of said Section 7; thence South 89°49' East along the East-West quarter line a distance of 438.6 feet more or less, to the point of beginning.

Grantor Name: Witty Midnight  
Salamander, LLC

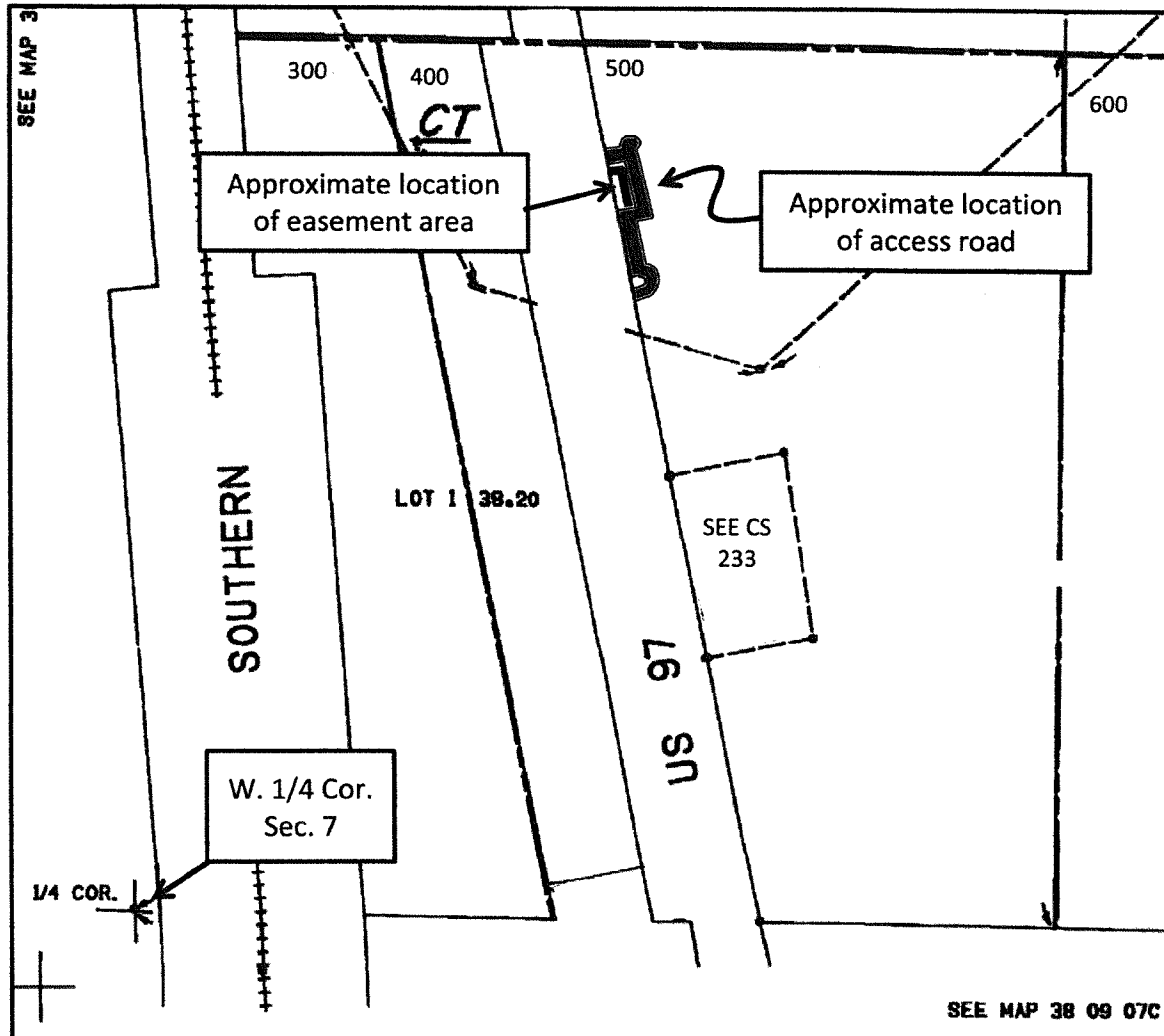
**EXHIBIT A**



**PACIFIC POWER**  
A DIVISION OF PACIFICORP

### PROPERTY DESCRIPTION

In the NW 1/4 of Section 7, Township 38 South, Range 9 East  
of the Willamette Meridian, Klamath County, State of Oregon.  
Map / Tax Lot or Assessor's Parcel No.: 38 09 07B TL 500



WO#: 7001840 RW#: 20240130

Landowner: Witty Midnight Salamander,  
LLC

**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.

 **PACIFIC POWER**  
A DIVISION OF PACIFICORP