

Return to:

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

RW20230388

RIGHT OF WAY EASEMENT

For value received, **John K. Lilly, Trustee of the John K. Lilly and Karen L. Lilly Revocable Living Trust (Surviving Trustor's Trust), as restated on December 10, 2014 and any amendments thereto** ("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 Numbers: 39 08 32; 40 08 05

Parcel Numbers: 200; 200

1. Interconnection Agreement. Round Lake 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 February 5, 2021, designated as Oregon Community Solar Queue Number OCS034, (Round Lake 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.

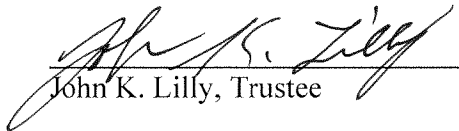
6. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same document.
7. Survival. The provisions set forth in paragraphs 3 through 7 hereof shall survive the termination or abandonment 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

John K. Lilly and Karen L. Lilly Revocable Living Trust (Surviving Trustor's Trust), as restated on December 10, 2014 and any amendments thereto



John K. Lilly, Trustee

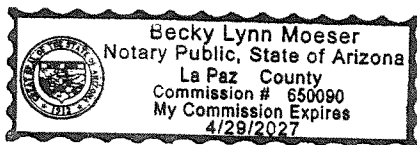
Date: 1-17-24


REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Arizona)

COUNTY OF La Paz)

This instrument was acknowledged before me this 17 day of Jan, 2024, by John K. Lilly, Trustee of the John K. Lilly and Karen L. Lilly Revocable Living Trust (Surviving Trustor's Trust), as restated on December 10, 2014 and any amendments thereto.






Notary Public
My Commission expires: 4-29-27

GRANTEE

PACIFICORP, an Oregon corporation


James Palmer
Manager, Right of Way

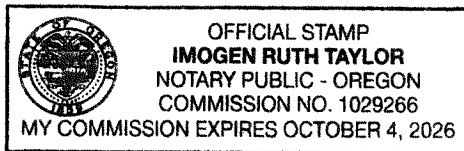
Date: 4/2/2024


REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 2nd day of April, 2024,
by James Palmer as Manager of Right of Way for PacificCorp, an Oregon corporation.




Notary Public
My Commission expires: 10/4/26

CUSTOMER

Round Lake Solar, LLC, an Oregon limited liability company

By: 

Print: Rick Justice

Its: Vice President

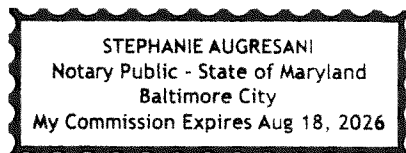
Date: March 6, 2024

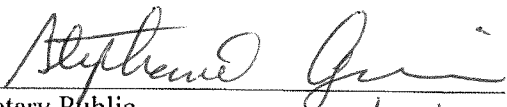
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Maryland

COUNTY OF Baltimore City

This instrument was acknowledged before me this 6th day of March, 2024,
by Rick Justice the Vice President for Round Lake Solar, LLC, an Oregon
limited liability company.




Notary Public
My Commission expires: 8/18/2026

PROPERTY DESCRIPTION

A portion of:

All that portion of Lot 8, Section 5, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Northerly of the right of way of the Weyerhaeuser Logging Railroad. LESS AND EXCEPTING the following: Beginning at a point on the West line of said Lot 8 which is South 31.96 feet from the Northwest corner of said Lot 8; thence South 52 degrees 31' East a distance of 458.9 feet to a point; thence South 53.8 feet to the Northerly right of way line of the Weyerhaeuser Logging Railroad; thence Westerly along said right of way line to the West line of said Lot 8; thence North along said West line 280.0 feet, more or less, to the point of beginning. ALSO that portion of Lot 8 lying Southerly of the right of way of the Weyerhaeuser Logging Railroad and Westerly of the drain ditch.

All that portion of the S1/2 NE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of the Klamath Falls-Ashland Highway and West of that parcel of land conveyed to O. L. Grimes by Deed recorded in Book 109 at Page 299, Deed Records of Klamath County, Oregon.

All that portion of the SE1/4 NW1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of the Klamath Falls-Ashland Highway.

All of the SE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian. EXCEPTING THEREFROM the portion contained in the right of way of Weyerhaeuser Timber Company's Logging Railroad, and that portion thereof lying Southeasterly from said right of way.

The NE1/4 SW1/4, Lots 2 and 10, and all of Lot 11, in Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING the portion contained in the right of way of Weyerhaeuser Timber Company's Logging Railroad, and that portion described as follows: Beginning at the corner common to Sections 31 and 32, Township 39 South, and Sections 5 and 6, Township 40 South, all in Range 8 East of the Willamette Meridian; thence North along the Section line 490.7 feet, more or less, to the meander corner; thence South 81 degrees 30' East, along the meander line, which is the Northerly line of Lot 11 of said Section 32, a distance of 800.8 feet; thence South 52 degrees 32' East, 612.7 feet, more or less, to the South line of said Section 32; thence West, along the Section line, a distance of 1,278.3 feet, more or less, to the point of beginning, being a portion of Lot 11, Section 32, Township 39 South, Range 8 East of the Willamette Meridian. SAVING AND EXCEPTING that parcel of land containing 0.86 of an acre, more or less, deeded by B. E. Kerns to the Weyerhaeuser Timber Company for railroad right of way, the deed for which is recorded in Book 85 at Page 104, Deed Records of Klamath County, Oregon.

All that portion of the NW1/4 SW1/4 and Lot 1 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows: Beginning at the quarter section corner between Sections 31 and 32, Township 39 South, Range 8 East of the Willamette Meridian; thence South along the Section line 14.66 chains; thence East 12 chains; thence South to the South boundary of Lot 1; thence East along the meander line to the Southeast corner of Lot 1; thence North to the Northeast corner of the NW1/4 SW1/4 of Section 32; thence West to the point of beginning. EXCEPTING THEREFROM the following portion thereof: Beginning at the quarter section corner on the West line of said Section 32; thence South along the Section line 870 feet; thence East 879 feet, more or less, to the West line of the State Highway; thence Northerly along said line of Highway to a point which is 1100 feet East and 206 feet South of said quarter section corner; thence North 206 feet to the North line of said NW1/4 SW1/4; thence West along said line 1100 feet to the said quarter section corner, and also excepting therefrom that portion thereof described as follows: Beginning at a point on a line between Sections 31 and 32, which is 870 feet South of the quarter corner common to said Sections 31 and 32; thence South along said Section line a distance of 97.56 feet to the Northwest corner of the D. J. Puckett property; thence West 879 feet, more or less, to the West line of the right of way of the Oregon State Highway No. 66; thence North along the West line of said right of way 97.56 feet; thence East 879 feet to the point of beginning.

WO#: 7001835 / 10074675

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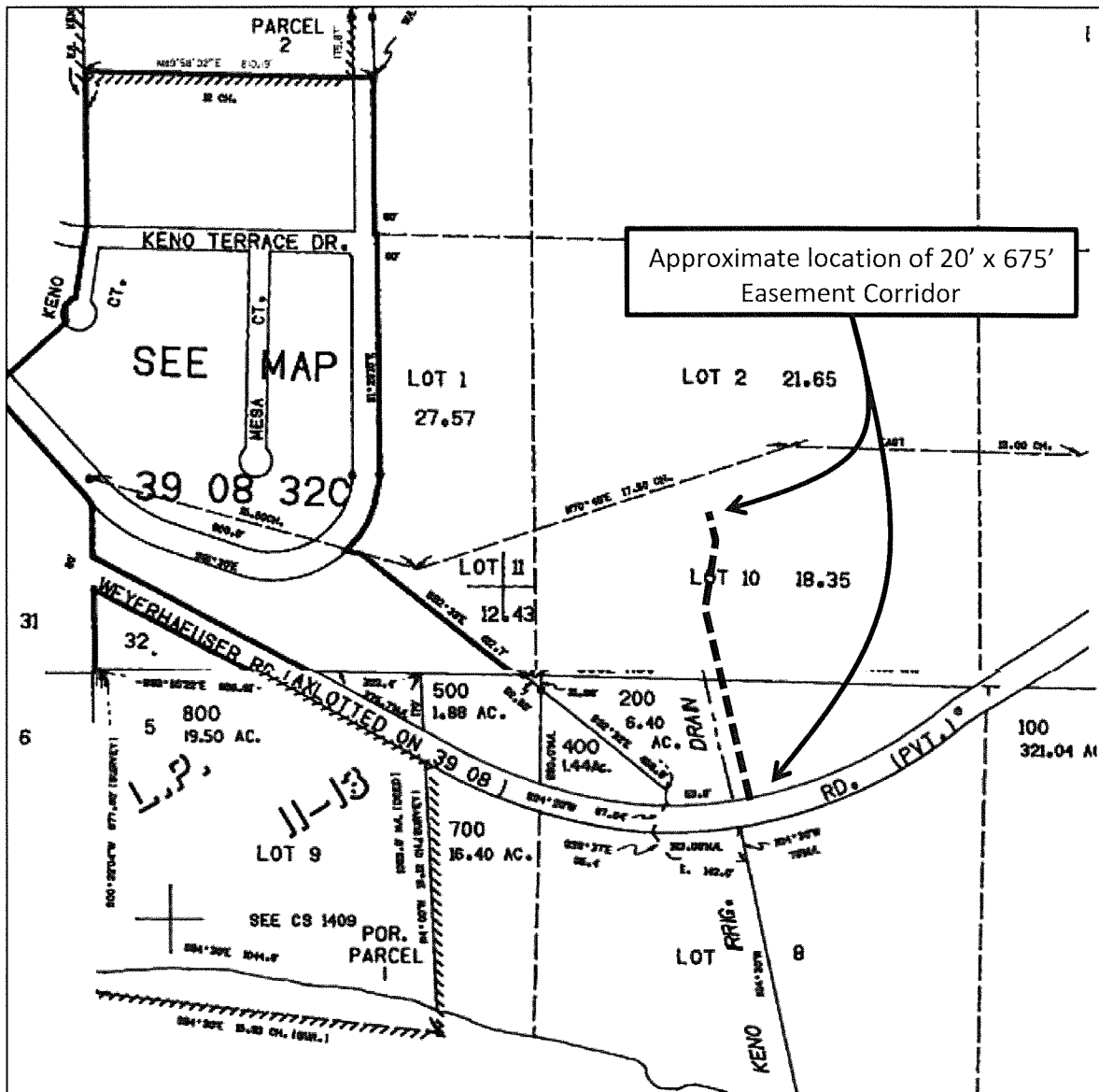
EXHIBIT A



EASEMENT AREA

In the SW 1/4 of Section 32, Township 39 South, Range 8 East, and the NW 1/4 of Section 5, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, State of Oregon.

Map / Tax Lot or Assessor's Parcel Nos.: 39 08 32 TL 200; 40 08 05 TL 200



WO#: 7001835 / 10074675

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Landowner: Lilly Revocable Living Trust

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