

**WASHINGTON AFFILIATED INTEREST FILING**

**ATTACHMENT A**

**Right of Way Easement**

Return to: *Pacific Power*  
*Attn: Right of Way Department*  
*825 NE Multnomah St., Suite 1700*  
*Portland, OR 97232*

CC#: 11231 WO#: 10064894

### **RIGHT OF WAY EASEMENT**

For value received, **APPLE INC.**, a California corporation (“Grantor”), hereby grants to **PACIFICORP**, an Oregon corporation, its successors and assigns (“Grantee”), a perpetual, non-exclusive easement for a right of way in variable width and length, as shown on the exhibits attached hereto; 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 right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, on, over, across or under the surface of the real property of Grantor in **Crook County**, State of **Oregon**, more particularly described as follows and/or shown on **Exhibits A and B** (“Easement Area”) attached hereto and by this reference made a part hereof. Any electrical service to Grantor’s adjacent facilities will be served via Grantee’s transmission system including lines that Grantee may install in the Easement Area.

Together with the right of ingress and egress, for Grantee, its contractors, or agents (collectively, the “Grantee Parties”), 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 clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities, Grantee Parties’ right of ingress and egress over Grantor property to access the Easement Area shall (a) utilize Grantor’s security checkpoint unless direct access from a public road is available, (b) comply with Grantor’s security and site access protocols, and (c) utilize all roads, paths and access points upon Grantor’s property so as to minimize the damage and disruption to Grantor’s property attributable to Grantee’s use of the Easement Area. Notwithstanding the forgoing, in the case of an emergency, defined as a need to respond to a power outage or imminent threat of outage, the Grantee may utilize a dedicated key lock box to access the Easement Area if the security checkpoint otherwise does not provide immediate access.

Grantor reserves the right to use and maintain all existing infrastructure, utilities and other existing services within the Easement Area. Prior to constructing any improvements in the Easement Area, Grantee shall (i) conduct a utility survey to locate all existing infrastructure, and (ii) develop all plans and specifications for any improvements to be constructed within the Easement Area to avoid interfering with any existing infrastructure.

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, place or store any flammable materials, on or within

the Easement Area. Subject to the foregoing limitations, Grantor shall have the right to install and maintain duct banks and other underground utilities, landscaping, roads, curbs, gutters, security fencing, drainage and related appurtenances and improvements upon and under the Easement Area provided that such improvements (1) do not unreasonably interfere with the purpose for which this easement has been granted, and (2) comply with all applicable codes and laws. Grantor shall consult with Grantee prior to making such improvements and Grantee shall cooperate with Grantor to define terms, in accord with the then applicable safety codes, to govern any intended crossing of the Easement Area.

**JURY 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Grantor represents and warrants that it possesses all right, title and interest in and to the Easement Area.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR**

**APPLE INC., a California corporation**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,

by \_\_\_\_\_, as \_\_\_\_\_,  
Name of Representative Title of Representative

of \_\_\_\_\_.  
Name of Entity on behalf of whom this instrument was executed

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**GRANTEE**

**PACIFICORP, an Oregon corporation**

\_\_\_\_\_  
Deanna Adams  
Director, Real Estate Management  
Date: \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by Deanna Adams, Director, Real Estate Management for PacifiCorp, an Oregon corporation.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## **Exhibit A**

LEGAL DESCRIPTION FOR A POWERLINE EASEMENT LOCATED IN THE NE1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 15 EAST AND IN THE NW1/4 OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 16 EAST, W.M., CROOK COUNTY, OREGON

### LEGAL DESCRIPTION – POWERLINE EASEMENT #1

Legal description for a powerline easement, located across Parcel 1 of Partition Plat No. 2013-05, Records of Crook County, Oregon, in the Northeast one-quarter (NE1/4) of Section 12, Township 15 South, Range 15 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southeast corner of said Parcel 1, thence North 27°11'21" West a distance of 133.99 feet to the True Point of Beginning of this description; thence North 00°35'09" West a distance of 1097.39 feet; thence North 66°09'43" West a distance of 65.30 feet to the East line of said Parcel 1; thence North 00°35'09" West along said East line a distance of 1082.48 feet; thence North 40°01'46" West a distance of 412.51 feet to the North line of said Parcel 1; thence South 89°09'36" West along said North line a distance of 103.22 feet; thence South 40°01'46" East a distance of 449.05 feet; thence South 00°35'09" East a distance of 2177.05 feet; thence North 89°13'11" East a distance of 20.00 feet to the True Point of Beginning. Contains 143,152 square feet.

### LEGAL DESCRIPTION – POWERLINE EASEMENT #2

Legal description for a powerline easement, located in the Northwest one-quarter (NW1/4) of Section 7, Township 15 South, Range 16 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the West one-quarter corner of said Section 7, thence North 00°35'09" West along the West line of said Section 7 a distance of 1134.13 feet; thence North 66°09'43" East a distance of 65.30 feet; thence South 00°35'09" East a distance of 1159.91 feet; thence South 89°13'11" West a distance of 60.00 feet to the Point of Beginning, containing 68,815 square feet.

# Exhibit B

EXHIBIT MAP FOR A  
 POWERLINE EASEMENT LOCATED  
 IN SECTION 12, T.15S., R.15E.,  
 AND IN NW1/4 OF SECTION 7,  
 T.15S., R.16E., W.M., CROOK  
 COUNTY, OREGON  
 W.O. 18-5106

**PREPARED FOR**  
 PACIFICORP  
 1407 WEST NORTH TEMPLE  
 SALT LAKE CITY, UT 84116  
 (801) 497-1334

**PREPARED BY**  
 ARMSTRONG SURVEYING, INC.  
 267 NE SECOND ST., STE 100  
 PRINEVILLE, OR 97754  
 (541) 447-7791

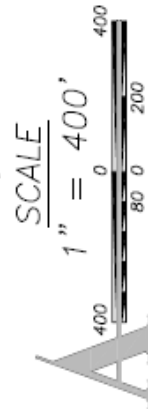
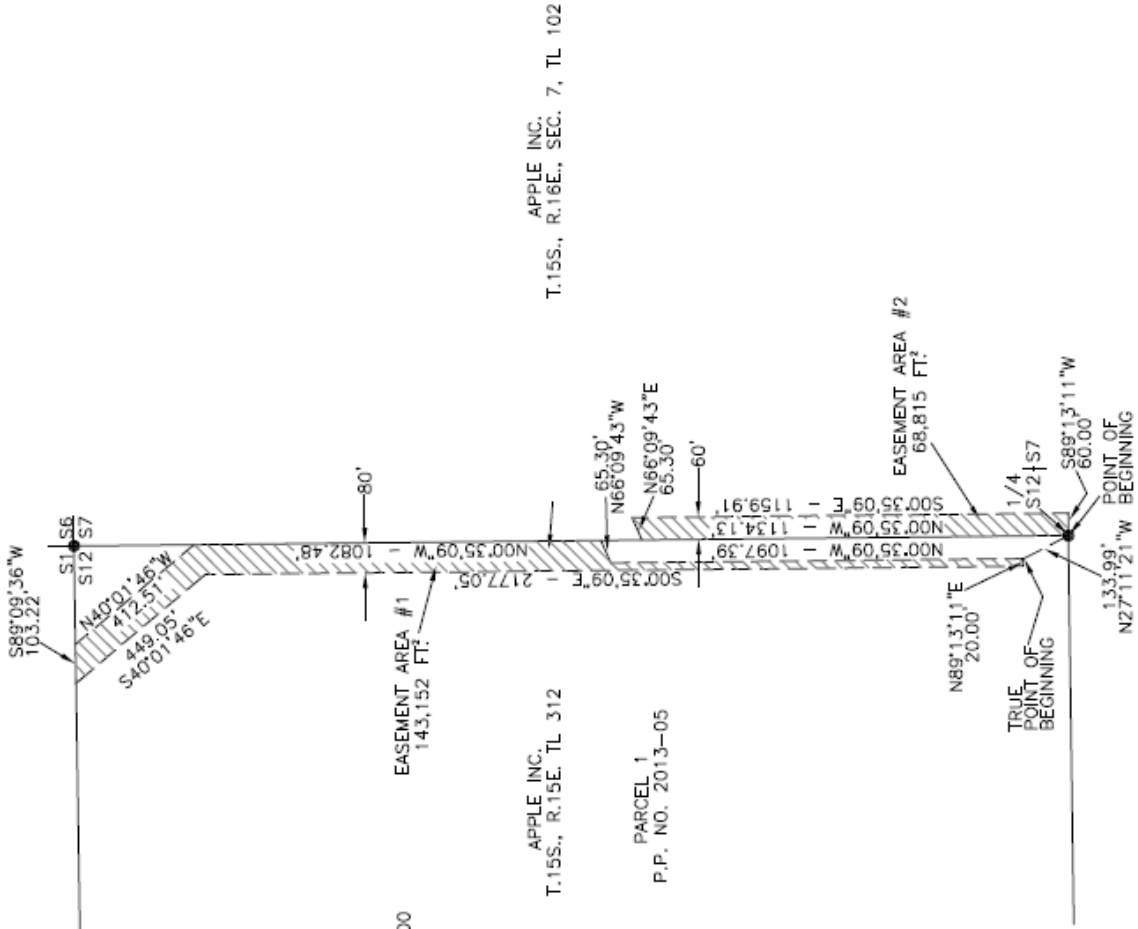


EASEMENT AREA

APPLE INC.  
 T.15S., R.15E. TL 312

PARCEL 1  
 P.P. NO. 2013-05

APPLE INC.  
 T.15S., R.16E., SEC. 7, TL 102



JULY 24, 2018  
 UTM ZONE 10 NORTH