

**Attachment 3**

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PerkinsCoie.com

December 1, 2022

**VIA ELECTRONIC FILING**

Kimberly D. Bose  
Secretary, Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

**Re: Lower Klamath Project, FERC Project No. 14803;  
Acceptance of License Transfer**

Dear Secretary Bose:

On June 17, 2021, the Federal Energy Regulatory Commission (Commission) approved the application to transfer the license for the Lower Klamath Hydroelectric Project No. 14803 (Project) from PacifiCorp to Klamath River Renewal Corporation (Renewal Corporation), State of California, and State of Oregon. *PacifiCorp*, 175 FERC ¶ 61,236 (2021) (Transfer Order). The State of California, the State of Oregon, and the Renewal Corporation accept transfer of the Project license. The executed acceptance sheets of the co-licensees are appended at Attachments A-1, A-2 and A-3. On behalf of the co-licensees, the Renewal Corporation also acknowledges and confirms that it has received instruments of conveyance of title to all Project properties, all Project files (including dam safety-related documents), and all license instruments for the Project, consistent with Ordering Paragraph (C) of the Transfer Order. Copies of all instruments of conveyance are appended at Attachment B.

Closing of the property transfer occurred on November 30, 2022. The instruments of conveyance have been submitted for recording. The Renewal Corporation is advised that the Clerks' Offices in Klamath County, Oregon, and Siskiyou County, California may require several weeks to process and record these instruments before certified copies of recorded documents are available. For that reason, the Renewal Corporation respectfully requests a 90-day extension to fulfill this ministerial filing requirement under the Commission's June 2021 transfer order.

Should the Commission have any questions or require any further information, please contact the undersigned.

Respectfully submitted,

*s/ Markham A. Quehrn*

*s/ Richard Roos-Collins*

Markham A. Quehrn  
Perkins Coie LLP  
Attorneys for Klamath River Renewal Corporation  
Attachments  
cc: Service List

Richard Roos-Collins  
General Counsel, Klamath River Renewal  
Corporation

## **ATTACHMENT A-1**

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Klamath River Renewal Corporation Executed Acceptance Sheet



**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

PacifiCorp	)	
	)	Project Nos. 14803-000
Klamath River Renewal Corporation	)	14803-004
	)	
State of Oregon	)	
	)	
State of California	)	

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**EXECUTED LICENSE TRANSFER ACCEPTANCE SHEET**

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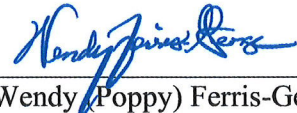
IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this order approving transfer of the license for the Lower Klamath Project No. 14803, KLAMATH RIVER RENEWAL CORPORATION this 1st day of December 2022, has caused its corporate name to be signed hereto by Brian Johnson, its President, and its corporate seal to be affixed hereto and attested by Wendy (Poppy) Ferris-George, its Secretary, pursuant to a resolution of its Board of Directors duly adopted on the 22<sup>nd</sup> day of November, 2022, a certified copy of which is attached hereto.

KLAMATH RIVER RENEWAL CORPORATION



By \_\_\_\_\_  
Brian Johnson, President

Attest:



\_\_\_\_\_  
Wendy (Poppy) Ferris-George, Secretary

(Executed in triplicate)

**CERTIFICATE OF THE SECRETARY  
OF THE BOARD OF DIRECTORS OF  
KLAMATH RIVER RENEWAL CORPORATION**

I, WENDY (POPPY) FERRIS-GEORGE, the undersigned Secretary of the Board of Directors of KLAMATH RIVER RENEWAL CORPORATION (the "Corporation"), DO HEREBY CERTIFY that attached hereto as Exhibit A is a true and complete copy of the resolution of the Board of Directors of the Corporation, duly adopted by a majority of the entire board at a meeting duly called and held on November 22, 2022, which resolution has not been amended, supplemented, modified or revoked and is still in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 1st day of December, 2022.



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Wendy (Poppy) Ferris-George, Secretary

**EXHIBIT A**

## Resolution of the Corporation

KLAMATH RIVER RENEWAL CORPORATION  
Resolution of the Board of Directors  
Authorizing the Acceptance of the FERC License for Project 14803 and Related Actions

WHEREAS, Klamath River Renewal Corporation (“KRRC”) is a party to the Klamath Hydroelectric Settlement Agreement (“KHSA”) signed by PacifiCorp, an Oregon corporation (“PacifiCorp”), the State of California (“California”), the State of Oregon (“Oregon”), the United States Department of the Interior, the Yurok Tribe, the Karuk Tribe, the National Marine Fisheries Service, conservation and fishing organizations, and other parties;

WHEREAS, on June 17, 2021, the Federal Energy Regulatory Commission (“FERC”) issued an order providing for PacifiCorp to transfer the license for the Lower Klamath Project (FERC Project No, 14803) (“FERC License”) to KRRC, and California and Oregon, as co-licensees (“Transfer Order”);

WHEREAS, pursuant to prior Resolution of this Board of Directors, KRRC signed a Property Transfer Agreement between PacifiCorp and KRRC, dated January 13, 2021, authorizing the transfer of Parcel B lands (as defined in the KHSA) upon satisfaction of various closing conditions, including the issuance of the License Surrender Order;

WHEREAS, on November 17, 2022, FERC issued an order providing for Facilities Removal (as defined in the KHSA) and the surrender of the FERC Licensee (“Surrender Order”);

NOW THEREFORE, be it hereby resolved by the Board of Directors of the KRRC as follows:

SECTION 1. Authorization. KRRC is hereby authorized to:

- a. Accept the FERC license as co-licensee with California and Oregon in accordance with the Transfer Order,
- b. Accept title to the Parcel B lands (including appurtenances) pursuant to the Property Transfer Agreement,
- c. Carry out Facilities Removal as the Dam Removal Entity (as each such term is defined in the KHSA) in accordance with the KHSA, the Co-Licensee Agreement with California and Oregon, the Surrender Order and other applicable permits and requirements of all applicable regulatory agencies, and

- d. Take such other steps to carry out the foregoing as may be necessary or appropriate in the opinion of an Authorized Officer.

SECTION 2. Execution and Delivery of Project Documents. The Authorized Officers of the KRRC, as defined in Section 4 of this Resolution, are each authorized, in the name and on behalf of KRRC, to negotiate, execute, deliver and/or approve the following (collectively, the "Project Documents"):

- a. Acceptance sheets evidencing KRRC's acceptance of the FERC License;
- b. Co-Licensee Agreement with California and Oregon as co-licensees;
- c. Hatchery Operation Agreement with California Department of Fish and Wildlife;
- d. Memorandum of Agreement ("MOA") Supplemental Contingency Funding Implementation Agreement with PacifiCorp, California, and Oregon;
- e. Post-Closing Environmental Resolution Agreement with PacifiCorp;
- f. Amended and Restated Agreement for the Operation and Maintenance of the Lower Klamath Project with PacifiCorp;
- g. Amended and Restated Habitat Restoration, Maintenance and Liability Transfer Agreement with HGS, LLC, operating as Resource Environmental Solutions, LLC;
- h. Amended and Restated Project Agreement for Design, Construction and Demolition Services in Connection with the Removal of the Lower Klamath River Dams with Kiewit Infrastructure West Co.; and
- i. All such further instruments, agreements, certificates, and other documents as are necessary or appropriate to carry out Facilities Removal, including supplements, amendments and modifications of existing instruments, budget documents, construction documents, agreements, certificates, and other documents.

SECTION 3. Further Authorization. The Authorized Officers of the KRRC are each authorized and instructed to take all steps as in his, her, or their judgment may be necessary or appropriate in order to effectuate the purposes of this resolution, and to cause compliance by KRRC with all the terms, covenants and provisions of the Project Documents, the Transfer Order, the Surrender Order and other applicable permits binding upon KRRC, it being intended that no further approval or action by the Board shall be necessary to finalize the acceptance of the Project license and other Project Documents. If, after the Board's adoption of this Resolution but before the execution of Project Documents, there is a material change in risk or material increase in cost,

the Authorized Officers will review any such change with the Finance and Project Administration Advisory Committees, before proceeding with such execution.

SECTION 4. Authorized Officers. The Chief Executive Officer of the KRRC and the Chief Operations Officer of the KRRC, each of them without the other are hereby designated as "Authorized Officers" and are authorized to negotiate, prepare, execute and deliver the Project Documents in the name and on behalf of KRRC, with such terms and conditions as he, she or they deem appropriate in connection with the transactions authorized herein, and the execution by any Authorized Officer of any such documents, agreements, certificates or instruments shall be conclusive evidence of the approval thereof by an Authorized Officer in accordance with the terms of this resolution.

SECTION 5. Ratification. All acts previously taken by any Authorized Officers in connection with the transactions authorized herein are hereby ratified and confirmed as acts of the KRRC.

## **ATTACHMENT A-2**

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### **State of California Executed Acceptance Sheet**

December 1, 2022

**VIA ELECTRONIC FILING**

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

**Re: Lower Klamath Project, FERC Project No. 14803;  
Acceptance of License Transfer**

Dear Secretary Bose:

Thank you. The thorough and detailed work by the Commissioners and staff culminating in the Federal Energy Regulatory Commission's (Commission) issuance of the license surrender order on November 17 is truly appreciated. On behalf of the State of California, I am excited to transmit to you the attached acceptance of the license for the Lower Klamath Project. We have reached a historical moment.

In 1918, in a steep canyon about 35 miles south of the California-Oregon border, the California Oregon Power Company sealed the Klamath River with a concrete dam. Over the next 44 years, two more dams downstream and another one upstream were constructed to generate electricity. Salmon and steelhead entering the river from the Pacific Ocean once could travel more than 350 miles up the Klamath River and into smaller streams draining from the Cascades. Now migratory fish are blocked 190 miles from the ocean at Iron Gate Dam. Upstream, in southern Oregon, the Klamath Tribes have lived 104 years without access to salmon.

Eventually, ownership of the four dams transferred to the PacifiCorp company. Today, while other energy sources have minimized the need for the electricity generated by the Klamath River, the dams remain. They create slow, warm river conditions that harbor fish-killing parasites and disease. In late summer and fall of 2002, more than 33,000 adult salmon were killed by a disease outbreak in an unprecedented environmental catastrophe. In 2006, fishing on 700 miles of the West Coast were severely restricted primarily because of low abundance of Klamath River salmon. Broad restrictions have been imposed nearly every year since then on commercial and recreational salmon fishing. For the last eight years, the Yurok Tribe's quota has been less than one salmon per person, restricting the age-old custom of providing sufficient fish to tribal elders. The Karuk Tribe has canceled or curtailed salmon harvests that extend back to time immemorial. Fishing practices cannot be passed down to generations when there is no viable fishery, and Yurok and Karuk families cannot smoke and can salmon to ensure food year-round.

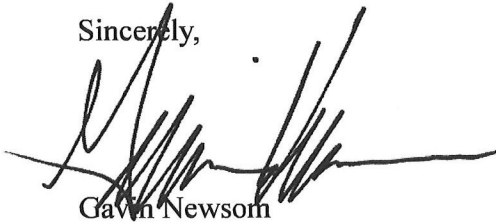
In 2006, the original 50-year license from the Commission to operate the four Klamath River hydroelectric dams expired. Over the following years, tribal governments, state and federal agencies, community groups, agricultural communities, fishery and conservation groups, local

governments, and special interest groups executed several agreements intended to resolve many water resource challenges in the Klamath Basin. Water supply, restoration, and water quality issues all hinge on removal of the four dams. One settlement agreement, amended in 2016, set forth the process to form a dam-removal entity – now known as the Klamath River Renewal Corporation – to take the necessary steps to secure Commission approval to remove the dams.

Six years later, that approval is upon us. With this license surrender order, the Commission accepts PacifiCorp's business decision to remove these dams and recognizes that the Klamath River Renewal Corporation, California, and Oregon have marshaled sufficient resources to address safety and environmental concerns and satisfy the requirements of the Federal Power Act.

These last few decades, countless people have worked tirelessly to reach this moment. I am grateful for the partnership of Oregon, the Yurok Tribe, the Karuk Tribe, Berkshire Hathaway, and the many people who came together to make this transformative effort a reality for generations to come. For the salmon-dependent nations of the Klamath Basin, the work has been existential. For all of California, this is a moment to acknowledge the intrinsic value of a river's natural functions and all of the life it sustains. We look forward to the day when salmon again swim freely hundreds of miles up the river from the Pacific Ocean through California and into Oregon, and their progeny journey downstream to the ocean to continue a timeless cycle. With great confidence that a restored river will bring health to its communities and demonstrate how people and nature can thrive together, I am honored to advance this project.

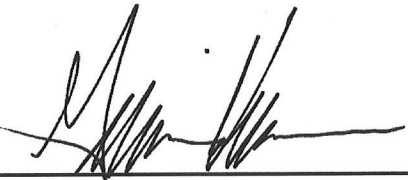
Sincerely,

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

Gavin Newsom  
Governor, State of California



IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this order approving transfer of the license for the Lower Klamath Project No. 14803, on behalf of the State of California this first day of December, 2022, Governor Gavin Newsom has caused his name to be signed hereto.

By   
\_\_\_\_\_  
Gavin Newsom  
Governor of the State of California

## **ATTACHMENT A-3**

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### State of Oregon Executed Acceptance Sheet



KATE BROWN  
Governor

December 1, 2022

**VIA ELECTRONIC FILING**

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

**Re: Lower Klamath Project, FERC Project No. 14803;  
Acceptance of License Transfer**

Dear Secretary Bose:

It is with great hope and excitement for the future that I transmit to you the attached acceptance of the license for the Lower Klamath Project, on behalf of the State of Oregon. This historic moment comes after years of work by many, whose vision for a stronger and healthier Klamath river basin is coming closer to fruition with this monumental step.

From time immemorial, the stewardship of the indigenous peoples of the Klamath Basin has nurtured the lands, waters, fish and wildlife of this region. In Oregon, the Klamath Tribes remember a time when their livelihoods were supported by clean, healthy, and vibrant waters. It is that vision, that promise, that we are working towards restoring for the generations to come. For 104 years, the region's tribes have lived without access to salmon—a species that is significant for both cultural and subsistence reasons—because of the four dams built on the Klamath River beginning in 1918. Today, while the energy portfolio of the region has diversified and the electricity generated by the dams on the Klamath River is no longer necessary, the presence of the four dams continues to exacerbate warm-river conditions that are detrimental to salmon.

Commencing in 2010, a large group of stakeholders, including Oregon, California, PacifiCorp, several Tribes, and numerous water users signed a landmark settlement agreement, the Klamath Hydropower Settlement Agreement (the KHSAs), under which the numerous disparate and at times warring interests agreed to remove J.C. Boyle, Copco No. 1, Copco No. 2, and Iron Gate dams (the Lower Klamath Project, FERC Project No. 14803) in order to achieve a free-flowing Klamath River with volitional fish passage. In 2016, the parties again devised a modified plan to facilitate this goal, through the creation of a new special-purpose entity—the Klamath River

Kimberly D. Bosc  
December 2, 2022  
Page 2

Renewal Corporation (“KRRC” or the “Renewal Corporation”). This new plan was established through the Amended Klamath Hydropower Settlement Agreement (the AKHSA).

Consistent with that operative settlement agreement, on November 16, 2020, the States of California and Oregon (collectively, States), the Karuk Tribe, the Yurok Tribe, PacifiCorp and the Renewal Corporation executed a Memorandum of Agreement (MOA) that further addressed the anticipated process for the transfer and surrender of the federal license for the Lower Klamath Project. This truly has been a collaborative effort, and I would like to thank all the parties involved for their work to make this license transfer possible.

This process has been about far more than the removal of four dams. This is an incredibly important step forward on the path towards restorative justice for the people of the Klamath Basin, and towards restoring health to the river as well as everyone and everything that depends on it. This is a step towards righting historic injustices, while also putting these lands and these waters on a path to a future vision that everyone can share.

Specifically, as provided by the MOA, the Renewal Corporation and PacifiCorp, on November 17, 2020, filed with the Commission the Amended Application for Surrender of License for Major Project and Removal of Project Works for the Lower Klamath Project (Amended Surrender Application). As explained in the transmittal letter for the Amended Surrender Application, to implement the license surrender and dam removal effort, the MOA contemplates, among other things, that the Renewal Corporation, PacifiCorp, and the States file a license transfer application requesting to remove PacifiCorp from the license for the Lower Klamath Project and add the States and Renewal Corporation as co-licensees for the purposes of surrender of the Lower Klamath license.

In accordance with the MOA and as contemplated in the Amended Surrender Application, the State of Oregon hereby files the attached acceptance sheet of the license for the Lower Klamath Project.


Sincerely,

A handwritten signature in black ink that reads "Kate Brown". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

Governor Kate Brown

KB:smg

IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this order approving transfer of the license for the Lower Klamath Project No. 14803, on behalf of the State of Oregon this 1st day of December, 2022, Governor Kate Brown has caused her name to be signed hereto.

By   
Kate Brown  
Governor of the State of Oregon

(Executed in triplicate)

## **ATTACHMENT B**

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### **Instruments of Conveyance**

# GRANT DEED

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California

**RECORDING REQUESTED BY:**  
Klamath River Renewal Corporation  
2001 Addison Street  
Suite 300, Office 317  
Attention: Chief Operations Officer

**WHEN RECORDED MAIL TO AND  
MAIL TAX STATEMENTS TO:**  
Klamath River Renewal Corporation  
2001 Addison Street  
Suite 300, Office 317  
Attention: Chief Operations Officer

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## GRANT DEED

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**THE UNDERSIGNED GRANTOR DECLARES THAT:**

DOCUMENTARY TRANSFER TAX is \$  0  CITY TAX \$  0

- Computed on full value of property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated area

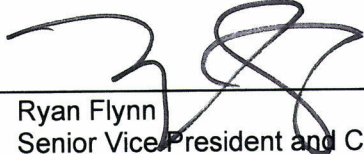
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**PACIFICORP, an Oregon corporation, formerly known as Pacific Power & Light Company, successor in interest to The California Oregon Power Company ("Grantor"), hereby GRANTS to the Klamath River Renewal Corporation, a California nonprofit corporation ("Grantee"), the described real property set forth in Exhibit A, free of encumbrances, except as specifically set forth in Exhibit B and subject to Grantor's reserved easements in Exhibit C. Exhibit A, Exhibit B, and Exhibit C are attached hereto and by this reference incorporated herein.**

*[Signature page and acknowledgement follows.]*



**PACIFICORP**, an Oregon corporation



By: Ryan Flynn  
Title: Senior Vice President and Chief Legal Officer  
Date: as of December 1, 2022

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF OREGON            )  
  ) SS  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me on this 30 day of November, 2022,  
by [name], as [title] for PacifiCorp, an Oregon corporation.



Notary Public - State of Oregon  
My commission expires: July 02, 2023

[Official Stamp]



**EXHIBIT A TO GRANT DEED****LEGAL DESCRIPTIONS****Parcel 1**

All that real property situated in the State of California, County of Siskiyou, described as follows:

The Southeast quarter, the North half of the Southwest quarter and the North half of the South half of the Southwest quarter of Section Twenty-six (26), Township Forty-eight (48) North, Range Five (5) West of the Mt. Diablo Meridian.

APN: 041-030-180 and 041-030-190

**Parcel 2**

All that real property situate in the State of California, County of Siskiyou, described as follows:

That Portion of the E1/2 of the NE1/4, northwesterly of the centerline of Klamath River, of Section 17, Township 47 North, Range 5 West of the Mt. Diablo Meridian.

APN: 041-070-050

**Parcel 3**

All that real property situate in the State of California, County of Siskiyou, described as follows:

That Portion of the E1/2 of the NE1/4, southeasterly of the centerline of Klamath River, of Section 17, Township 47 North, Range 5 West of the Mt. Diablo Meridian.

APN: 041-070-080

**Parcel 4**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The S1/2 of Section 29, Township 48 North, Range 4 West of the Mt. Diablo Meridian.

Excepting therefrom the E1/2 of the SE1/4 of said section 29.

Also excepting therefrom that portion of said section 29 which would be submerged at any time if the waters of the Klamath River reach a point on the dam, designated Copco Dam No. 1, situated in Section 29, Township 48 North, Range 4 West, M.D.M., Siskiyou County, California, which is 2607.5 feet above sea level, U.S.G.S. datum.

Together with those certain rights to use existing and future roads, and ingress and egress as contained in Deed recorded September 3, 1964 in Book 336 at Page 477, Deed Records of Siskiyou County, California.

APN: 004-050-380

**Parcel 5**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The S1/2 of the S1/2 of the SW1/4 of Section 26; The E1/2 of the NE1/4 of Section 34; the NW1/4 and the NE1/4 of the SW1/4 of Section 35, all in Township 48 North, Range 5 West of the Mt. Diablo Meridian.

Excepting therefrom that parcel of land described in deed to County of Siskiyou, a political subdivision of the State of California in Document no. 2017-0001727 recorded 3/3/2017, Siskiyou County Recorder.

APN: 041-030-310

**Parcel 6**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The NE1/4; and the NW1/4 of the SE1/4 of Section 35, Township 48 North, Range 5 West of the Mt. Diablo Meridian.

APN: 041-030-240

**Parcel 7**

All that real property situate in the State of California, County of Siskiyou, described as follows:

That portion or those portions of the following described real property which would be submerged at any time if the waters of the Klamath River reach a point on the dam, designated Copco Dam No. 1, situated in Section 29, Township 48 North, Range 4 West, M.D.M., Siskiyou County, California, which is 2607.5 feet above sea level, U.S.G.S. datum, namely:

That portion of the Southeast quarter of Section 21, Township 48 North, Range 4 West, M.D.M., conveyed by Manuel F. Crovelle to Siskiyou Electric Power and Light Company by deed dated April 30, 1917, and recorded June 6, 1917, in Book 96 at page 539, Deed Records of Siskiyou County, California; Southeast quarter of the Southeast quarter, West half of the Southeast quarter, Southwest quarter and the Southwest quarter of the Northwest quarter of Section 27; West half of the Northeast quarter, Southeast quarter of the Northeast quarter, Southeast quarter, Southwest quarter, West half of the Northwest quarter, the Northeast quarter of the Northwest quarter, and the Southeast quarter of the Northwest quarter of Section 28; Northwest quarter of the Southeast quarter, Southwest quarter of the Southeast quarter, Southeast quarter of the Southwest quarter, Northeast quarter of the Southwest quarter, East half of the Northeast quarter, Southwest quarter of the Northeast quarter, East half of the Southeast quarter of Section 29; Northwest quarter of the Northwest quarter of Section 33; Northwest quarter of the Northeast quarter, East half of the Northeast quarter, West half of the Northwest quarter, Northeast quarter of the Northwest quarter and the Northeast quarter of the Southeast quarter of Section 34; Southwest quarter of the Northeast quarter, Southeast quarter, North half of the Southwest quarter and the South half of the Northwest quarter of Section 35; South half of the Southwest quarter of Section 36, less that portion of the Northeast quarter of the Southeast quarter of the Southwest quarter of said Section 36 which lies North of the center line of the

Klamath River; all in Township 48 North, Range 4 West, M.D.M.;

Together with those certain rights to use existing and future roads, and ingress and egress as contained in Deed recorded September 3, 1964 in Book 336 at Page 477, Deed Records of Siskiyou County, California.

APN: 004-030-020; 004-030-070; 004-050-380; 004-050-390; 004-360-040; 004-040-060; 004-040-010; 004-050-060

**Parcel 8**

All that real property situate in the State of California, County of Siskiyou, described as follows:

Northwest quarter of the Southwest quarter, South half of the South half and Northeast quarter of Southeast quarter of Section 35, Township 48 North, Range 5 West, M.D.M.;

and,

The Southeast quarter of the Southeast quarter of Section 33, Township 48 North, Range 5 West, Mt. Diablo Base and Meridian, the Northeast quarter of Section 4, Township 47 North, Range 5 West, Mt. Diablo Base and Meridian.

APN: 041-030-280; 041-030-290; 041-040-320; 041-060-060

**Parcel 9**

All that real property situate in the State of California, County of Siskiyou, described as follows:

Lot four (4) and Lot three (3), the South half of the Southeast quarter, the Southeast quarter of the Southwest quarter all of Section 30, Township 48 North, Range 4 West, M.D.M.

EXCEPTING THEREFROM Lot three (3) of Section 30, Township 48 North, Range 4 West, M.D.M.

APN: 004-050-010

**Parcel 10**

Intentionally deleted (included in Parcel 7).

**Parcel 11**

All that real property situate in the State of California, County of Siskiyou, described as follows:

All of Section 31, in Township 48 North, Range 4 West, M.D.M

APN: 004-050-100

**Parcel 12**

Intentionally deleted (included in Parcel 7).

**Parcel 13**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The East half of the Northeast quarter, the West half of the Southeast quarter, the Northeast quarter of the Southeast quarter, the Southeast quarter of the Southeast quarter, except that portion granted to the City of Yreka in Deed recorded in Vol. 565, Pg. 226, all in Section 25 Township 48 North, Range 5 West, M.D.M.

Also excepting therefrom the East half of the Northeast quarter of Section 25, Township 48 North, Range 5 West, M.D.M.

APN: 041-030-200

**Parcel 14**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The NE1/4 of the NW1/4: S1/2 of the NW1/4: N1/2 of SW1/4 of Section 34, Township 48 North, Range 5 West, M.D.M.

APN: 041-030-250

**Parcel 15**

All that real property situate in the State of California, County of Siskiyou, described as follows:

All of Section 36, Township 48 North, Range 5 West, M.D.M.

APN: 041-030-270

**Parcel 16**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The Southeast quarter of the Southeast quarter of Section 32, Township 48 North, Range 5 West, M.D.M.

The North half, The Southwest quarter, The North half of the Southeast quarter, and The Southwest quarter of the Southeast quarter, all in Section 33, Township 48 North, Range 5 West, M.D.M.

APN: 041-040-160

**Parcel 17**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The North half of the Northwest quarter, and The West half of the Northeast quarter of Section 10, Township 47 North, Range 5 West, M.D.M.

APN: 041-050-020

**Parcel 18**

All that real property situate in the State of California, County of Siskiyou, described as follows:

Lot 3, the South half of the Northwest quarter, the East half of the Southwest quarter, and the Southeast quarter, all in Section 4, Township 47 North, Range 5 West, M.D.M.

APN: 041-060-090

**Parcel 19**

All that real property situate in the State of California, County of Siskiyou, described as follows:

All of Section 9, Township 47 North, Range 5 West, M.D.M.

APN: 041-060-140

**Parcel 20**

All that real property situate in the State of California, County of Siskiyou, described as follows:

All of Section 16, Township 47 North, Range 5 West, M.D.M.

APN: 041-070-110

**Parcel 21**

All that real property situate in the State of California, County of Siskiyou, described as follows:

The Southeast Quarter of Section 27, Township 48 North, Range 5 West, M.D.M.

APN: 041-030-170

**EXHIBIT B TO GRANT DEED****PERMITTED ENCUMBRANCES**

1. Real Property Taxes not yet due and payable.
2. Any titles or rights asserted by anyone including but not limited to, persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
3. An Easement granted to The Pacific Telephone and Telegraph Company, a corporation, recorded August 17, 1955 in Book 354, Page 448. (as to Parcel 1)
4. Easement in favor of George Pettee and Lillian Pettee, husband and wife, recorded August 27, 1962 in [Book 479 at Page 677](#); Vernon S. Young and Harrel Davis, recorded April 21, 1966 in [Book 528 at Page 804](#); and Don Borg and Belmira Borg, recorded as instrument No. 85011860. (as to Parcel 18)
5. Road Easement in favor of H.J. Rhodes, recorded July 9, 1964 in [Book 505 at Page 193](#). (as to Parcel 14)
6. An easement for Pacific Telephone and Telegraph Company telephone line facilities and incidental purposes in the document recorded September 14, 1939 as [Book 108, page 480](#) of Official Records. Assignment of above easement to King Lewis, as Trustee for the use and benefit of Camp Creek Telephone Company recorded March 29, 1959 in [Book 430, at page 84](#) of Siskiyou County Official Records.(as to Parcels 2, 3 and 20)
7. An easement for right of way for a private road and incidental purposes in the document recorded January 13, 1961 as [Book 454, page 418](#) of Official Records. (as to Parcels 3, 19 and 20)
8. An easement for right of way for a public road and incidental purposes in the document recorded July 20, 1971 as [Book 629, page 289](#) of Official Records. Quitclaim Deed releasing above easement back to Pacific Power & Light Company, a Maine corporation recorded August 5, 1974 in [Book 715, at page 592](#) of Siskiyou County Official Records. Easement Deed dedicating the above public road to the County of Siskiyou recorded August 23, 1974 in [Book 716, at page 778](#) of Siskiyou County Records. (as to Parcels 2, 3, 17, 19 and 20)
9. The terms and provisions contained in the document entitled Consent to Common Use Agreement recorded August 15, 1973 as [Book 693, page 193](#) of Official Records. (exact location not defined)
10. An easement for Pacific Telephone and Telegraph Company right of way to an underground communication facility and incidental purposes in the document recorded January 15, 1981 as [Book 907, page 398](#) of Official Records. (as to Parcel 2)

11. An easement for Pacific Bell right of way for underground communication facility and incidental purposes in the document recorded June 23, 1984 as Instrument No. 84009113 of Official Records. (as to Parcel 2)
  12. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads, or highways, or any other private roads.
  13. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of the Klamath River or Bogus Creek.
  14. Quitclaim deed with Possibility of Reverter in deed from PacifiCorp, an Oregon corporation and successor in interest to The California Oregon Power Company to County of Siskiyou, a political subdivision of the State of California in Document no. 2017-0001727 recorded March 3, 2017, Siskiyou County Recorder. (as to Parcel 5)
  15. Access and Easement in favor of PacifiCorp, an Oregon corporation in Document no. 2017-0001728 recorded March 3, 2017, Siskiyou County Recorder. (as to Parcel 5)
  16. Possible rights of the public to use boat ramp located within Parcels 7 and 16 and rights to use the streets or roads leading thereto.
  17. Matters as disclosed by Survey by KPFF dated November 15, 2022 and designated Project No. 1700625 As follows:
    - a. Encroachment of old fence across a northwesterly portion of Parcel 2.
    - b. Encroachment of barbed wire fence across a westerly portion of Parcel 2; a southerly portion of Parcel 3; an easterly portion of Parcel 8; a southerly and easterly portion of Parcel 11; a southerly portion of Parcel 15; a northerly portion of Parcel 16; and easterly, northerly and southerly portions of Parcel 17.
    - c. Possible encroachment of barbed wire fence onto adjoining property adjoining a westerly portion of Parcel 5; an easterly portion of Parcel 18; westerly and easterly portions of Parcel 19; westerly, southerly and easterly portions of Parcel 20; and southerly portion of Parcel 21.
    - d. Unrecorded easement for over head utility lines over a portions of Parcels 9, 11, 13, 18, 19.
    - e. Unrecorded easement for water line over a portions of Parcel 3.
    - f. Unrecorded easement for access roads to adjoining property over portions of Parcels 16, 19, 20.
    - g. Rights of adjoining property owner maintaining an easterly portion of Parcel 8.
    - h. Unrecorded 20 foot wide ingress and egress easement to Ronald Aekin over a portion of Parcel 13.
    - i. Unrecorded water ski temporary use and access permit, expiring April 30, 2023, over a portion of Parcel 18.
    - j. Access to a portion of Parcels 3, 11, 15, 19, and 20 over adjacent private lands without evidence of a recorded easement.
  18. An easement for right of way for a private access road and incidental purposes in the document recorded September 21, 1967 as Book 548, Page 311 of Official Records. (as to Parcel 2)
- 2 – EXHIBIT B TO GRANT DEED*



to Parcel 16)

19. An easement in favor of the Town of Yreka City, also known as City of Yreka for a right of way for ingress and egress and incidental purposes in the document recorded October 2, 1968 as [Book 565, Page 237](#) of Official Records. (as to Parcel 15)
20. An easement for right of way for a private access road and incidental purposes in the document recorded July 27, 1970 as Book 597, Page 96 of Official Records. (as to Parcel 16)
21. An easement for right of way for a private access road and incidental purposes in the document recorded November 17, 1978 as Book 839, Page 35 of Official Records. (as to Parcel 16). Quitclaim Deed releasing an unrecorded easement from Pacific Power & Light Company, as Grantor, to Jack Nathan and Joseph T. Gorrone, as Grantees, dated July 20, 1970, back to Pacific Power & Light Company, a Maine corporation recorded April 19, 1979 in Book 854, at Page 137 of Siskiyou County Official Records.
22. An easement for right of way for a private access road and incidental purposes in the document recorded May 21, 1981 as Book 917, Page 401 and re-recorded June 12, 1981 as [Book 919, Page 220](#) of Official Records. (as to Parcel 16)
23. An easement in favor of Pacific Telephone and Telegraph Company for a communication facility and incidental purposes in the document recorded December 21, 1981 as [Book 933, Page 665](#) of Official Records. (as to Parcels 9, 11 and 13)
24. An easement for right of way for private access road and incidental purposes in the document recorded July 28, 1966 as Book 532, Page 38 of Official Records.
25. An easement for right of way for private access road and incidental purposes in the document recorded July 29, 1987 as Document Number 87008098 of Official Records.
26. Reservations contained in Exhibit C herein.

## EXHIBIT C

### RESERVATION OF EASEMENTS

PacifiCorp, an Oregon corporation, as "Grantor" hereby reserves, for itself and for its successors and assigns, the following perpetual easements (collectively, the "Easements") in gross over and upon the respective portions of the Property described below (collectively, the "Easement Areas"). "Grantee" means the Klamath River Renewal Corporation, a California nonprofit corporation, and its successors and assigns. "Property" means the property conveyed by this deed.

#### A. TRANSMISSION FACILITIES EASEMENT

Grantor reserves a non-exclusive easement (the "Transmission Facilities Easement") over and upon the Transmission Facilities Easement Area, as defined below.

##### 1. Purpose.

The Transmission Facilities Easement is for the purpose of accessing, maintaining, operating, repairing, replacing, enlarging, reconstructing or removing Grantor's Retained Transmission Facilities. "Retained Transmission Facilities" means the electrical transmission facilities retained by Grantor in connection with Grantor's conveyance of the Property to Grantee, and includes, but is not limited to, transmission, distribution, service and other lines conducting electricity as well as related facilities (including but not limited to towers, poles, pads, guys, anchors, props, supports, transformers, switches, vaults, substations, communications facilities, fiber optic or other communications equipment, and any other improvements and facilities associated with or connected to or that aid in the management or function of such improvements and related facilities), and any replacement, enlargement, or reconstruction of the foregoing from time to time. The Transmission Facilities Easement includes the Grantor's right to keep the Transmission Facilities Easement Area (as defined below) clear of all brush, trees, timber, structures, buildings and other hazards which might, in Grantor's judgment, endanger the Retained Transmission Facilities or impede Grantor's activities within the Transmission Facilities Easement Area. Grantor shall, at its sole cost and expense, maintain the Transmission Facilities Easement Area and the Retained Transmission Facilities in an orderly and safe condition and comply with all laws, including all regulatory, environmental, and safety requirements, applicable to Grantor and its activities under the Transmission Facilities Easement including the use and management of the Retained Transmission Facilities and the Transmission Facilities Easement Area.

##### 2. Transmission Facilities Easement Area.

The "Transmission Facilities Easement Area" is the physical location of the Retained Transmission Facilities as they exist on the date this deed is recorded, along with an

additional area of one hundred (100) feet, measured on the surface of the Property from each side of the Retained Transmission Facilities. For illustrative purposes but not as a legal constraint on the establishment of the Transmission Facilities Easement Area boundaries, Easement Exhibit A reflects the approximate location of the Retained Transmission Facilities. Neither the installation of any new Retained Transmission Facilities, nor the repair, replacement, enlargement, or reconstruction of, nor any other change to, any Retained Transmission Facilities existing on the date this deed is recorded shall increase the size or otherwise modify the boundaries of the Transmission Facilities Easement Area. Notwithstanding the foregoing, (a) the one hundred foot buffer area is modified to the extent shown on Easement Exhibit B, and (b) the Transmission Facilities Easement Area shall not include any underground facilities unless sufficiently marked to be reasonably ascertainable by visual surface inspection.

### 3. Grantee Rights.

Grantee, its successors and its assigns, shall have the right to access and use the Transmission Facilities Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with Grantor's rights under this Transmission Facilities Easement. Prior to granting any use within the Transmission Facilities Easement Area, other than for public recreation, land management, and scientific uses, or for legally required joint use pursuant to Section A.4 below, the Grantee shall first seek the permission of Grantor and Grantor shall not unreasonably deny such permission.

### 4. Joint Use/Pole Attachments.

The Transmission Facilities Easement includes a reservation of the right to continue to permit third-party use of space on Grantor's Retained Transmission Facilities for communications equipment or fiber optic capacity or power utility purposes (Pole Attachment) that is in place on Grantor-owned poles at the time this deed is recorded and in response to any later application under Ca. Pub Util. Code § 9511 or similar law or regulation where Grantor is legally obligated to accommodate attachments to its facilities ("Pole Attachment Laws"). With regard to any new Pole Attachment permit or license granted by Grantor to third-parties, intended to be effective after the date of recording of this deed, Grantor shall condition such permit or license upon the applicant obtaining the prior express written permission of the Grantee. With regard to those Pole Attachment permits or licenses existing at the time of this grant the Grantor shall provide written notice to parties holding such permits or licenses that new access permissions are required from Grantee. Grantor's rights under this Section 4 are limited to its reserved Easement interest and nothing in this Easement authorizes Grantor to encumber Grantee's interest or to impose on Grantee any obligation or liability to any third party.

## 5. Restrictive Covenant.

At no time shall Grantee, its successors or assigns place, use or permit in the Transmission Facilities Easement Area any structure, equipment, or material of any kind that exceeds twelve (12) feet in height, nor shall it light any fires, nor place nor store any flammable materials in the Transmission Facilities Easement Area.

## B. EXCLUSIVE SUBSTATION EASEMENT

Grantor reserves an exclusive easement (the "Substation Easement") over and upon the Substation Easement Areas, as defined below.

### 1. Purpose.

The Substation Easement is for the purpose of accessing, maintaining, operating, repairing, replacing, enlarging, reconstructing or removing Grantor's Retained Substation Facilities. "Retained Substation Facilities" means the 230KV substation and the 115KV substation retained by Grantor from its conveyance of the Property to Grantee and located near Copco 2 in the respective Substation Easement Areas as defined below on the date this deed is recorded, and include, but are not limited to, transformers, conductors, switches, circuit breakers, underground grounding grids, lightning arresters, switches, busses, capacitors, control buildings, communications facilities and any other improvements and facilities associated with, connected to or that aid in the management or function of an electrical transmission or distribution substation, and any replacement, enlargement, or reconstruction of the foregoing from time to time. Grantor shall, at its sole cost and expense, maintain the Substation Easement Areas and the Retained Substation Facilities in an orderly and safe condition and comply with all laws, including all regulatory, environmental, and safety requirements, applicable to Grantor and its activities under the Substation Easement including the use and management of the Retained Substation Facilities and the Substation Easement Areas.

### 2. Substation Easement Areas.

The Substation Easement Areas are depicted and described on the surveys attached as Easement Exhibit C. Grantor shall maintain a demarcation of the perimeter of the Substation Easement Areas by fence or other methods sufficient to provide actual visual notice to third parties, provided that the Retained Substation Facilities shall each, in all events, be enclosed within secure fencing, except for the subsurface grounding grid, which need not be within a fenced area provided that it, and any subsurface connections to the fenced area, are adequately marked to provide actual visual notice to third parties.

### 3. Restrictive Covenant

At no time shall Grantee, its successor or assigns place, use or permit in the Substation Easement Areas any overhead structure such as but not limited to the boom of construction cranes without the express written permission of Grantor.

## C. COMMUNICATIONS FACILITIES EASEMENT

Grantor reserves an exclusive easement (the "Communications Facilities Easement") over and upon the Communications Facilities Easement Area, as defined below.

### 1. Purpose

The Communications Facilities Easement is for the purpose of accessing, maintaining, operating, repairing, modifying, replacing, enlarging, reconstructing or removing Grantor's Retained Communications Facilities. "Retained Communications Facilities" means the communications equipment and related facilities retained by Grantor from its conveyance of the Property and located in the Communications Facilities Easement Area (as defined below) on the date this deed is recorded, and include but are not limited to, wires, cables, fiber optics, dishes, antennae, towers, electrical equipment, control sheds, or any other facilities intended for or in support of or associated with the sending or receiving of information, and any replacement, enlargement, or reconstruction of the foregoing from time to time. Grantor shall, at its sole cost and expense, maintain the Communications Facilities Easement Area and the Retained Communications Facilities in an orderly and safe condition and comply with all laws, including all regulatory, environmental, and safety requirements, applicable to Grantor and its activities under the Communications Facilities Easement including the use and management of the Retained Communications Facilities and the Communications Facilities Easement Area.

### 2. Communications Facilities Easement Area:

The Communications Facilities Easement Area is depicted and described on the survey attached as Easement Exhibit D. Grantor shall maintain a demarcation of the perimeter of the Communications Facilities Easement Areas by fence or other methods sufficient to provide actual visual notice to third parties, provided that the Retained Communications Facilities shall, in all events, be enclosed within secure fencing.

### 3. Restrictive Covenant.

At no time shall Grantee, its successor or assigns place, use or permit in the Communications Facilities Easement Area any overhead equipment such as but not limited to the boom of construction cranes without the express written permission of Grantor.

#### 4. Use of Communications Facilities Easement Area by Grantee.

Grantor shall use its best efforts to accommodate any request by Grantee or its contractors to utilize the Communications Facilities Easement Area, including a request to co-locate its equipment on the Retained Communications Facilities, provided that Grantor may impose such conditions or requirements as are reasonably necessary to comply with FCC requirements regarding interference and to comply with regulatory and standard industry requirements regarding cybersecurity.

#### D. GENERAL PROVISIONS

##### 1. Access.

The Easements reserved hereby include the right of ingress and egress for Grantor, its contractors, or agents, to the Retained Facilities and the applicable Easement Areas for all purposes for which the respective Easements are reserved. "Retained Facilities" means the Retained Transmission Facilities, the Retained Substation Facilities and the Retained Communications Facilities, collectively or individually as the context requires.

a. Primary Routes. The primary access routes shall be the routes that exist on the date this deed is recorded and as are located on the Property and depicted on Easement Exhibit E, provided, that Grantee may modify any existing roads from time to time, including their route, as long as Grantor's ability to reasonably access the Easement Areas is not materially impaired.

b. Alternative Routes. If at any time a primary route is impassible or unsafe for any reason other than Grantee's work to modify or use such route, then Grantor may, at its sole cost and expense, establish and utilize an alternative route on Property as set forth below.

i. Grantee's Modification or Use. Prior to Grantee's modification or use of a primary route that materially impacts Grantor's ability to utilize such route the Grantee shall establish at Grantee's cost and expense an alternative route for Grantor to use. Such alternative route shall be of comparable quality to that route otherwise impacted.

ii. Establishment of Alternative Routes. Prior to establishing or using an alternative route, Grantor will acquire permission from Grantee for such use or establishment if the need for access is routine, and Grantee shall not unreasonably deny such permission. If the impassibility or unsafe condition of the primary access route is cured then Grantor shall promptly resume utilization of the primary access route. Grantor shall reasonably restore the alternative routes to the same condition prior to use. However, Grantor shall have no obligation to restore the alternative route if the impassibility or unsafe condition of the primary access route was primarily due to acts or uses by parties other than Grantor.

iii. Emergencies. Notwithstanding any other provision of the Easements, Grantor shall have the right to respond promptly and appropriately to any emergency relating to any Easement Area or Retained Facilities, including the removal of Danger Trees outside an Easement Area or access over the Property by means other than primary access routes. Grantor shall use reasonable efforts to notify Grantee as promptly as practicable under the circumstances of such emergency access or removal of Danger Trees. The foregoing express right of emergency response shall not relieve Grantor of responsibility for any damage or other liabilities arising in connection with any emergency, including damage resulting from using alternative routes of access to any Easement Area. For purposes of establishing alternative routes of access the term "emergency" means a non-routine need to prevent compromise in the reliability of electrical power delivery or to prevent or to respond to any safety issue or to prevent or respond to forest fire. "Emergency" includes but is not limited to such occurrences as extreme weather conditions, fire, flood, earthquake, or downed power line. A "Danger Tree" is one that poses a threat of fire by way of potential contact with a Retained Facility.

c. Road Maintenance and Repair. Grantee shall reasonably repair damage to access routes caused by the implementation of the Definite Plan, as that term is defined in the Klamath Hydroelectric Settlement Agreement. Grantor shall repair, or may be invoiced by Grantee for its repair of, damage to an access route when such damage is caused by Grantor or its agents. At no time shall any dispute over payment for repair costs be the basis for denial of Grantor's access rights. The parties acknowledge that there is no general requirement to maintain access routes.

d. Remote-Controlled Vehicles. Grantor may also utilize remote-controlled, including aerial, vehicles to access and inspect its Retained Facilities. Grantor shall not use remote-controlled vehicles outside of an Easement Area or access routes except with written permission from Grantee. With regard to the use of remote controlled aerial vehicles by Grantor for inspection of Retained Facilities, for purposes of any portion of the Property transferred to the California Department of Fish and Wildlife ("Department"), the Grantor shall not be deemed a "visitor" upon Department lands under California Code of Regulations, Title 14, section 550(aa).

2. Additional Survey or Locating of Boundaries.

a. Additional Locating. If reasonably requested by Grantee due to a concern regarding a particular location or activity, Grantor shall cause the boundaries of the identified Easement Area to be located and marked by a licensed surveyor.

b. Additional Survey Work. In the event of a dispute regarding the boundaries of any Easement Area the parties shall cooperate in having the disputed area surveyed, certified and marked by a licensed surveyor and to cause this Easement to be amended in accordance with Section D.8 below. The parties shall share equally in the cost of such survey work and the recording of the amendment.

3. Coordination of Activities.

a. Relating to Facilities Removal and the Definite Plan. Grantor acknowledges Grantee's plan to remove JC Boyle, Copco 1, Copco 2 and Iron Gate dams and related work necessary to implement the Definite Plan, including work within and adjacent to certain of the Easement Areas. Grantor and Grantee will cooperate and coordinate with each other to facilitate Grantee's work pursuant to the Definite Plan and to minimize interference with each other in connection with their respective work and operations. Grantor shall permit temporary uses of and access to the Easement Areas necessary for Grantee to complete Facilities Removal and mitigation activity (including post-completion monitoring activities, if any) to the extent that such activity does not unreasonably threaten the function and reliability of the applicable Retained Facilities. In the event that Grantor reasonably determines that Grantee's proposed activities within an Easement Area poses a material potential threat to the function or reliability of the applicable Retained Facilities then Grantor and Grantee shall cooperate with each other in a timely manner to determine and implement reasonable mitigating measures to permit Grantee's activities and protect the Retained Facilities. Grantor and Grantee shall in all events use their best efforts to minimize delays in Grantee's work and the incurrence of additional costs.

b. Other Coordination. If Grantor plans significant, non-emergency construction activity in any of the Easement Areas then Grantor shall provide notice to Grantee of such planned activity and Grantor and Grantee shall use reasonable efforts to coordinate the activity prior to commencement so that the potential for conflict between Grantor's and Grantee's rights are reduced. If Grantee plans significant, non-emergency construction activity on property that is adjacent to any Easement Area or is otherwise reasonably likely to affect any Easement Areas or Grantor's access to or use of any Easement Areas, then Grantee shall provide notice to Grantor of such planned activity and Grantor and Grantee shall use reasonable efforts to coordinate the activity prior to commencement so that the potential for conflict between Grantor's and Grantee's rights are reduced.

4. Notices.

Any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:



To Grantor: PacifiCorp  
Attn: General Counsel  
825 Northeast Multnomah Street, Suite 2000  
Portland, OR 97232

To Grantee: Klamath River Renewal Corporation  
Attn: Chief Operations Officer  
2001 Addison Street Suite 300, Office 317  
Berkeley, CA 94704

To State of: California Department of Fish and Wildlife  
California Northern Region  
Attn: Regional Manager  
601 Locust Street Redding, CA 96001

Notice to the State of California in this paragraph shall only apply if the state is owner of the Property.

5. Insurance.

Grantor maintains and shall maintain a program of self-insurance and will, upon request from Grantee, provide a letter in confirmation of the program.

6. Indemnification.

a. By Grantor. Subject to the last sentence of this subsection (a), Grantor covenants and agrees to protect, save harmless, indemnify, and defend Grantee, its directors, officers, employees, agents, representatives, contractors and subcontractors of any tier ("Grantee Parties") from and against any and all claims, losses, costs, expenses, damages (including punitive, special and consequential damages), liability, judgments, fines or penalties (collectively, "Claims") arising in connection with the Retained Facilities (including any Claim arising in connection with any Pole Attachment arrangements), or, except as expressly permitted under any of these Easements, any acts or omissions by any Grantor Parties relating to an Easement, provided that Grantor shall not be responsible for Claims to the extent attributable to the contributory or comparative negligence of any Grantee Parties. "Grantor Parties" are Grantor, its directors, officers, employees, agents, representatives, contractors or subcontractors of any tier. Nothing in this indemnity is intended to address the liabilities or obligations of any Grantor Parties in the event of a wildfire, as to which Grantee and Grantor each reserves all rights and remedies available at law or in equity.

b. By Grantee (Non-State). Grantee covenants and agrees to protect,

save harmless, indemnify, and defend Grantor Parties from and against any and all Claims relating to the Retained Facilities or the exercise of rights under these Easement by any Grantee Parties and caused by, arising out of, or in any way connected with (i) negligent acts or omissions by any Grantee Parties, or (ii) a breach of an Easement by any Grantee Parties, excepting in each instance that portion of any Claims attributable to the contributory or comparative negligence of Grantor Parties.

c. By State Grantee. If Grantee or its successor or assign is the State of California, then its obligations under subdivision (b) of this Section D.6 shall be subject to the limitations, as applicable, of California law, including the California Tort Claims Act.

7. Costs and Expenses.

Grantor shall be responsible for any and all costs and expenses associated with any work or activity by Grantor on or in connection with any Easement or Easement Area. Grantor shall promptly pay all such costs and expenses and shall not place, permit or suffer any mechanics liens, judgments or other liens or encumbrances upon any portion of the Property, including the Easement Areas, provided that Grantor is not precluded from disputing any amount claimed by a third party, provided that such dispute is timely and diligently prosecuted and any delay in payment does not result in any liability to Grantee or adversely affect Grantee's title to the Easement Area. In the event that such lien is filed then Grantor shall, within twenty (20) days after notice of the filing thereof, initiate action to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted and shall continue to diligently pursue such actions until such lien is discharged. Grantor shall pay any and all taxes, assessments (general or special), charges or use fee(s) levied by any governmental authority against Grantor's interest in any Easement Area or against the any of the Property as a result of the Easements.

8. Amendments.

a. General. The terms and conditions of the Easements may be modified only by written instrument signed by Grantor and Grantee or their respective successors and assigns and recorded in the applicable land records. The costs of recording shall be borne by the party requesting the amendment except as provided in Section D.2.b above.

b. Updates and Corrections to Easement Area Boundaries. In the event either party reasonably determines that the access routes or the boundaries of any of the Easement Areas are no longer accurately reflected by the attached exhibits then the parties shall cooperate to execute and record such amendments to the exhibits as are appropriate. Without limiting the generality of the foregoing, promptly following

completion of the removal of certain Retained Transmission Facilities in connection with Grantee's removal of JC Boyle, Copco 1, Copco 2 and Iron Gate dams, the parties shall amend Easement Exhibit A to reflect the removal of such Retained Transmission Facilities and, in accordance with Section D.9 below, Grantor shall terminate the Easements for the Easement Areas where the removed Retained Transmission Facilities had been located

c. Other Modifications to Easement Area Boundaries. If either party reasonably determines that modifications to any portion of the description of Easement Areas are necessary it will provide to the other party a description and depiction of the proposed modification in reasonable detail. Neither party will unreasonably withhold its approval of any requested modification, provided that (a) in the case of a modification proposed by Grantor, it will not adversely affect in any material respect the work of Grantee provided for in Section D.3.a above, including the cost or timing thereof, (b) in the case of a modification proposed by Grantee, it will not in any material respect pose a threat to the reliability or safety of any Retained Facilities or to the efficiency of Grantor's operations, and (c) if the request is made to the originally named Grantee, it is acceptable to the State of California as the anticipated successor to the originally named Grantee.

9. Termination.

The Easements may be terminated as to all or any portion of the Easement Areas by mutual, written agreement and the tender and recording of a quitclaim deed by Grantor. In the event Grantor elects to terminate any Easement or portion thereof it shall so notify Grantee, and in a timeframe that is reasonable relative to Grantor's other public utility duties, remove the Retained Facilities from the portions of the Easement Areas relating to the Easement to be terminated. Grantor shall not terminate any aspect of the Easements without removing the associated Retained Facilities.

10. Interpretation/Enforcement.

The Easement Areas are located in California. The terms herein shall be interpreted and made enforceable as to any particular Easement Area or Retained Facilities under the laws of the State of California.

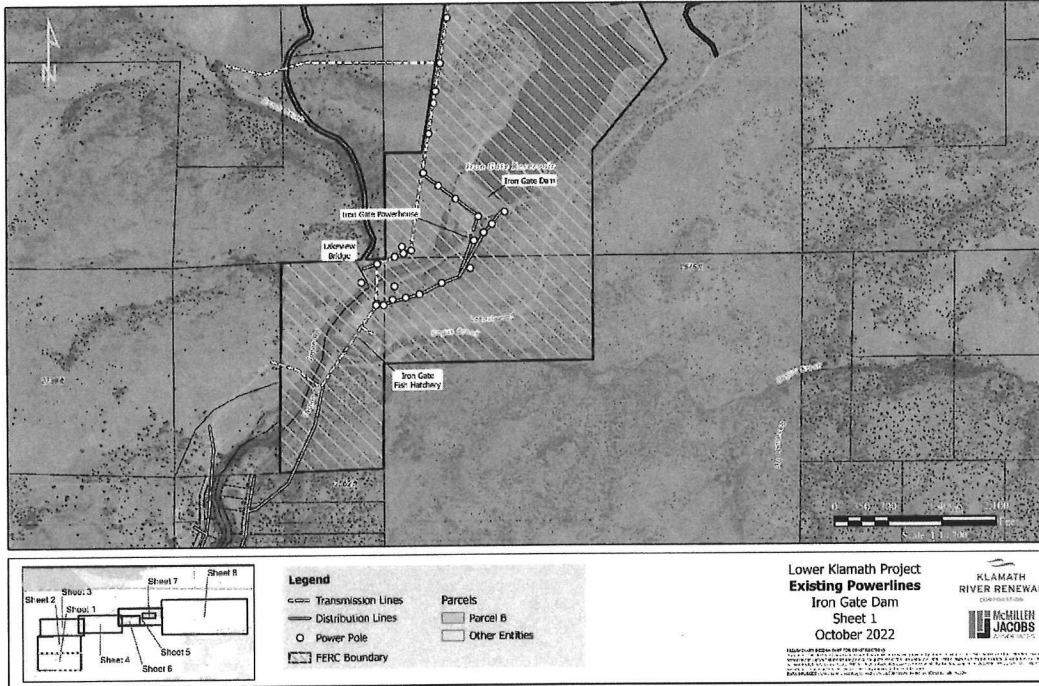
11. Running With the Land; Successors and Assigns.

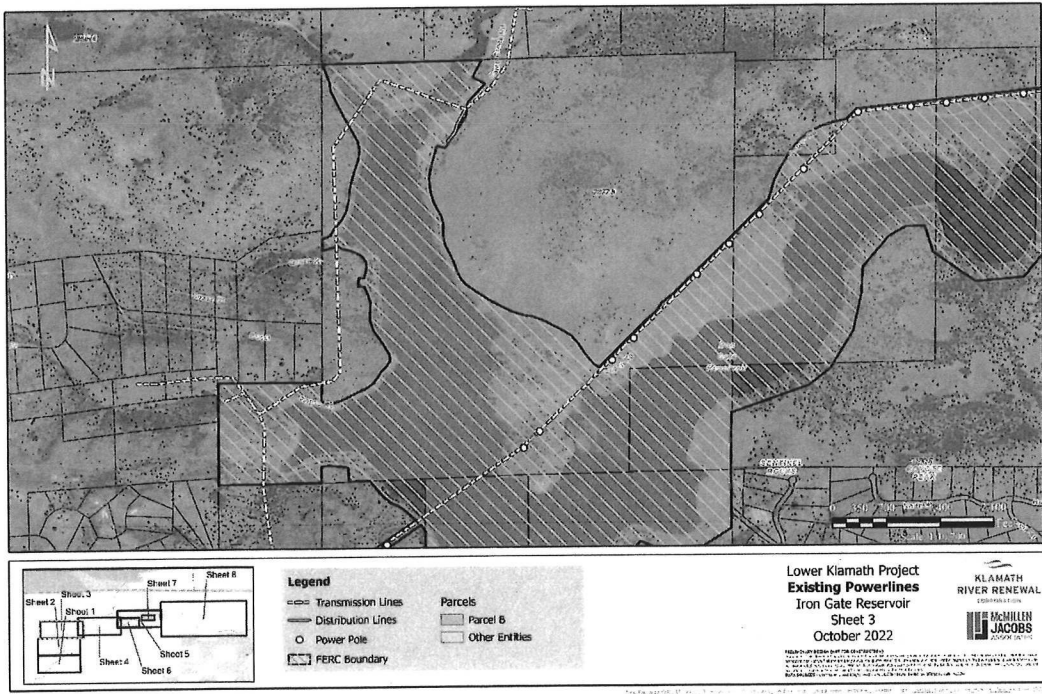
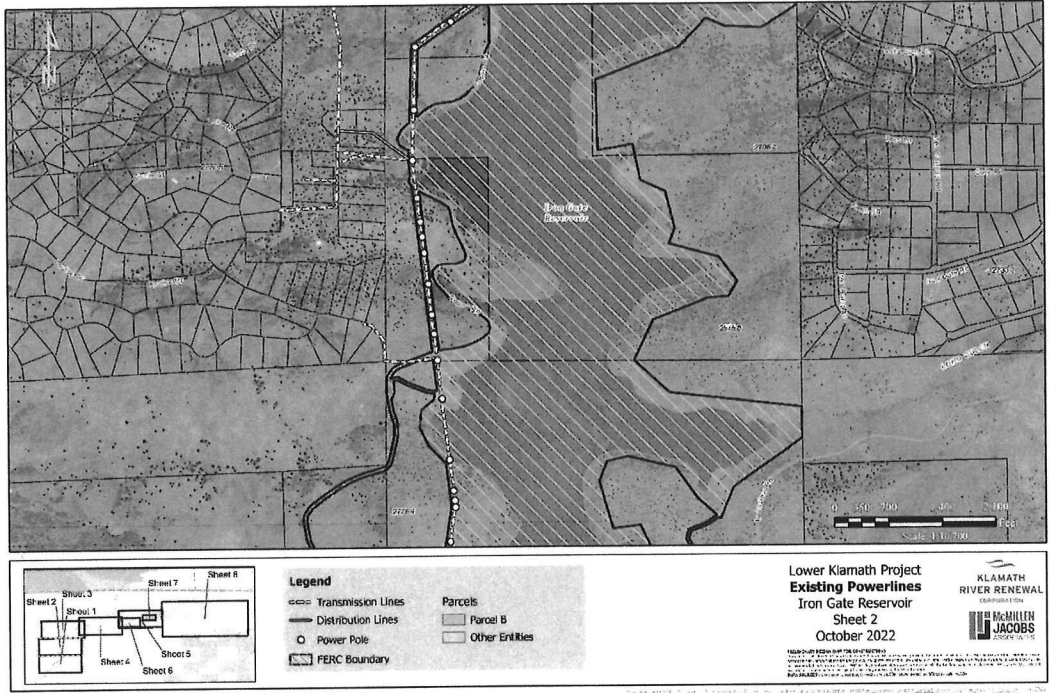
The terms and conditions of the Easements are intended to run with the land and shall bind and inure to the benefit of Grantor's and Grantee's respective successors and assigns

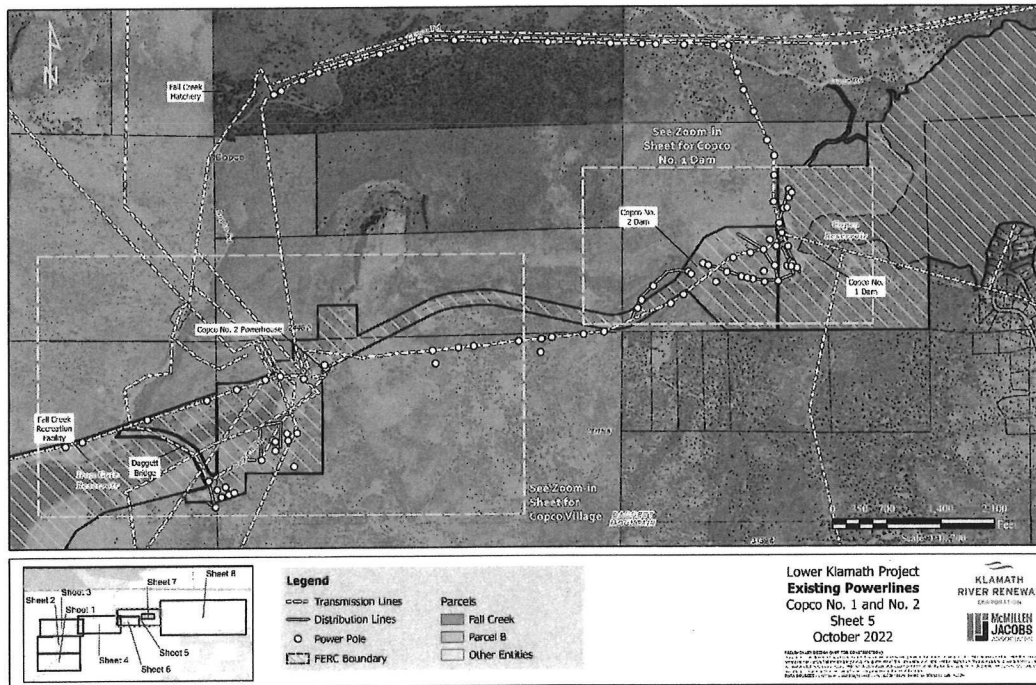
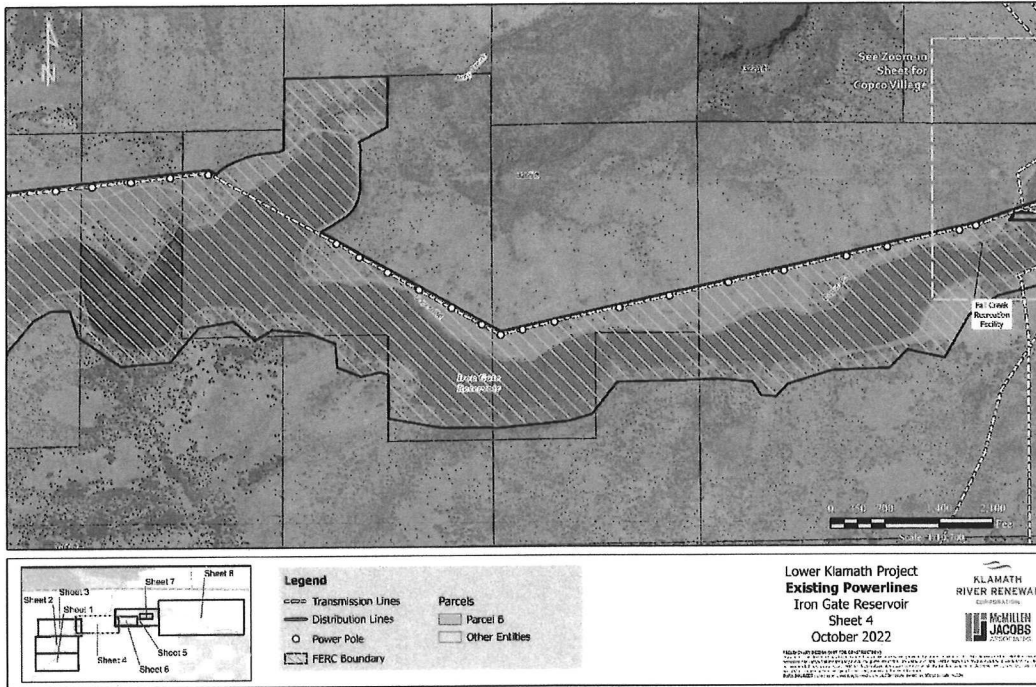
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# EASEMENT EXHIBIT A

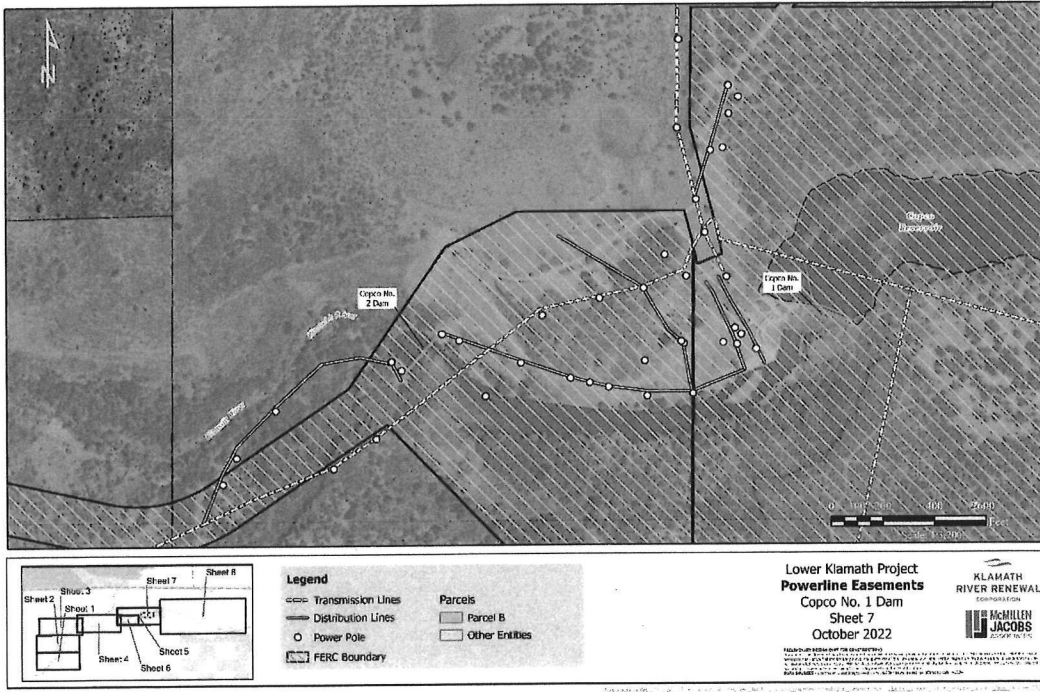
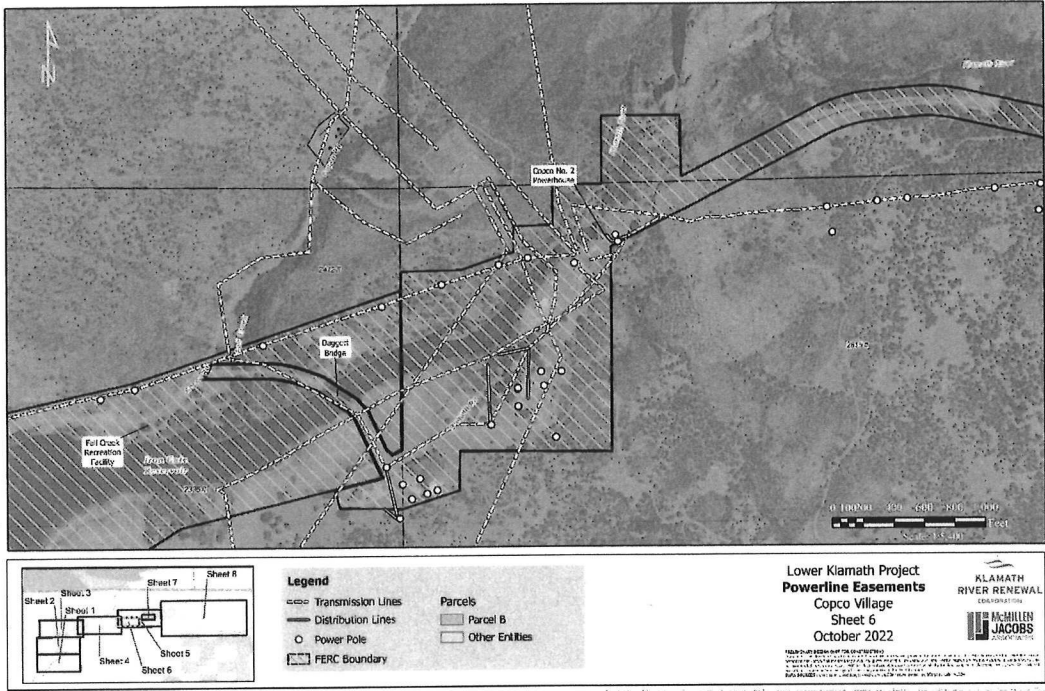
## RETAINED TRANSMISSION FACILITIES

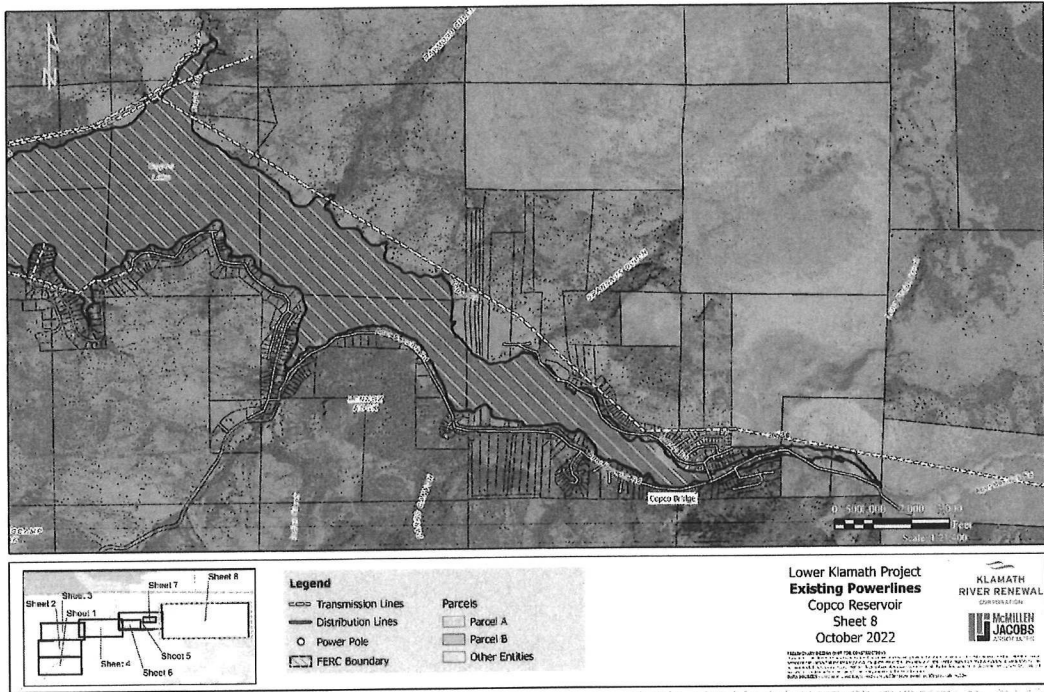














**EASEMENT EXHIBIT B**  
**MODIFICATIONS TO TRANSMISSION FACILITIES BUFFER ZONES**

**NONE**

EASEMENT EXHIBIT C  
SUBSTATION EASEMENT AREAS

115 KV SUBSTATION

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 4 WEST, MT. DIABLO MERIDIAN, SISKIYOU COUNTY, CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

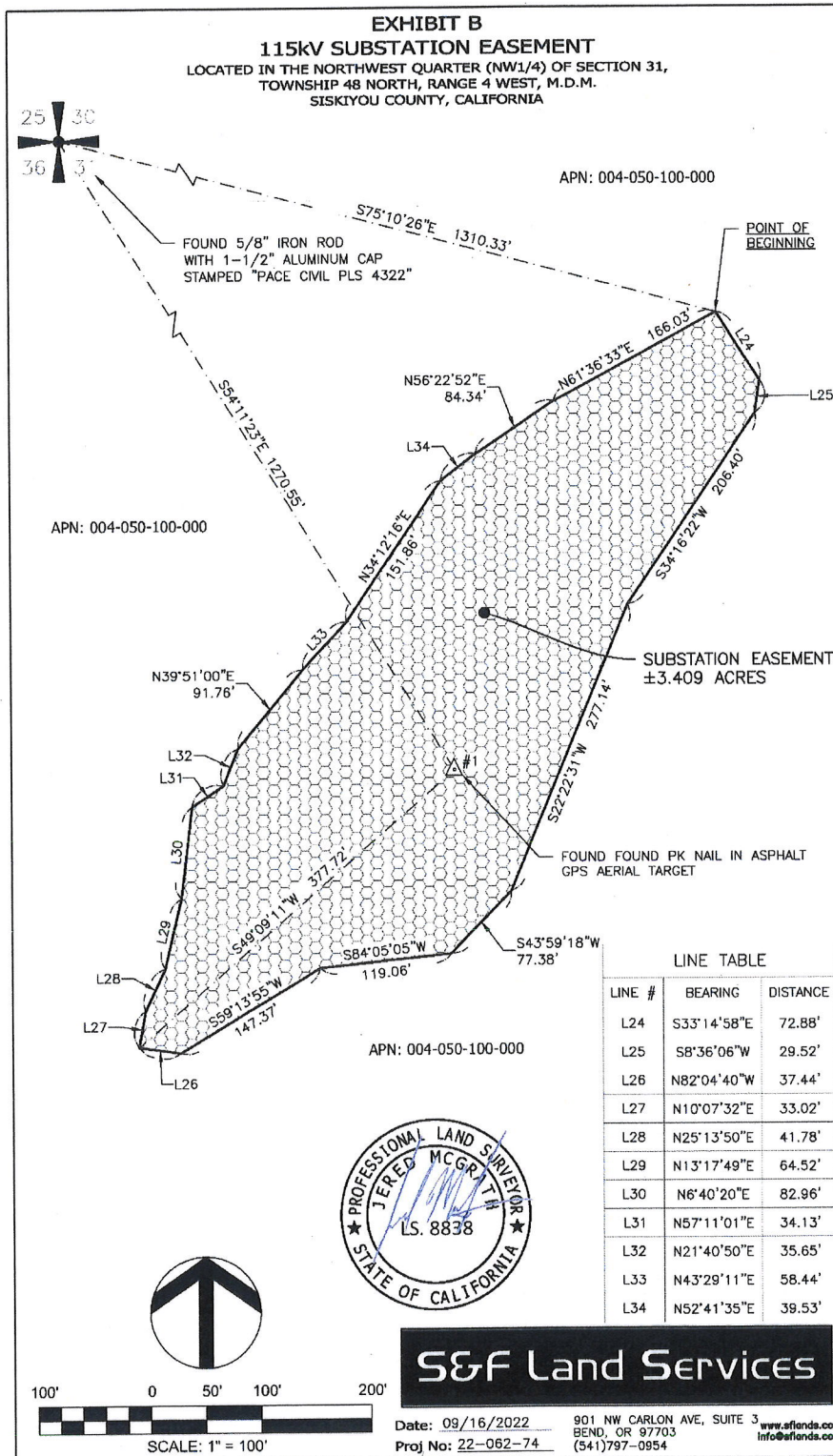
BEGINNING AT A POINT WHICH BEARS SOUTH 75°10'26" EAST, 1310.33 FEET FROM A FOUND 5/8 INCH IRON ROD WITH 1-1/2 INCH ALUMINUM CAP STAMPED "PACE CIVIL PLS 4322" MARKING NORTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 4 WEST OF SAID MERIDIAN; THENCE ALONG THE FOLLOWING TWENTY COURSES:

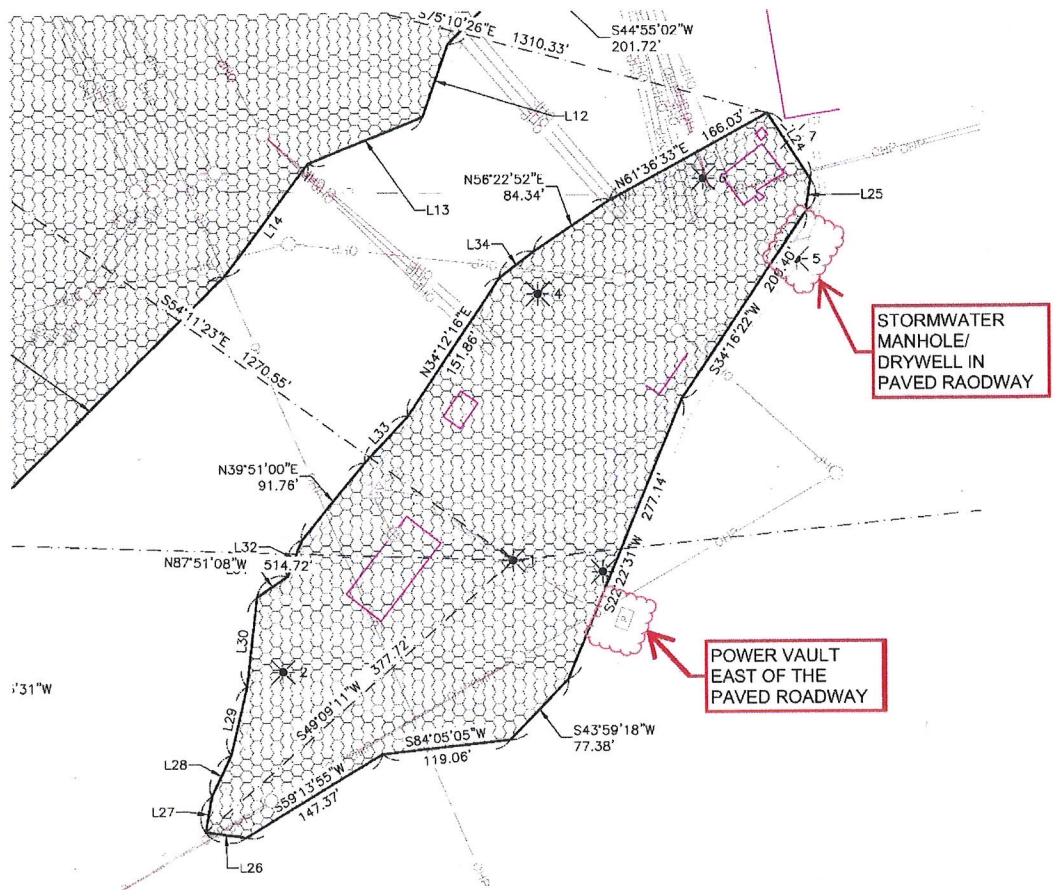
SOUTH 33°14'58" EAST, 72.88 FEET;  
SOUTH 08°36'06" WEST, 29.52 FEET;  
SOUTH 34°16'22" WEST, 206.40 FEET;  
SOUTH 22°22'31" WEST, 277.14 FEET;  
SOUTH 43°59'18" WEST, 77.38 FEET;  
SOUTH 84°05'05" WEST, 119.06 FEET;  
SOUTH 59°13'55" WEST, 147.37 FEET;  
NORTH 82°04'40" WEST, 37.44 FEET TO A POINT WHICH BEARS SOUTH 49°09'11" WEST, 377.72 FEET FROM A FOUND PK NAIL IN ASPHALT (CONTROL POINT #1);  
NORTH 10°07'32" EAST, 33.02 FEET;  
NORTH 25°13'50" EAST, 41.78 FEET;  
NORTH 13°17'49" EAST, 64.52 FEET;  
NORTH 06°40'20" EAST, 82.96 FEET;  
NORTH 57°11'01" EAST, 34.13 FEET;  
NORTH 21°40'50" EAST, 36.65 FEET;  
NORTH 39°51'00" EAST, 91.76 FEET;  
NORTH 43°29'11" EAST, 58.44 FEET;  
NORTH 34°12'16" EAST, 151.86 FEET;  
NORTH 52°41'35" EAST, 39.53 FEET;  
NORTH 56°22'52" EAST, 84.34 FEET;  
NORTH 61°36'33" EAST, 166.03 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 3.409 ACRES, MORE OR LESS.

HEREIN BEARINGS ARE BASED UPON MODIFIED CALIFORNIA STATE PLANE, ZONE 1, US SURVEY FEET. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

SEE THE ATTACHED EXHIBIT B, SUBSTATION EASEMENT, IS MADE A PART HEREOF





## 230 KV Substation

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 31 AND THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 4 WEST, MT. DIABLO MERIDIAN, THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 25 AND THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 36 OF SAID TOWNSHIP, RANGE 5 WEST OF SAID MERIDIAN, SISKIYOU COUNTY, CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 6°03'18" EAST, 1069.68 FEET FROM A FOUND 5/8 INCH IRON ROD WITH 1-1/2 INCH ALUMINUM CAP STAMPED "PACE CIVIL PLS 4322" MARKING THE CORNER COMMON TO SAID SECTIONS 30, 31, 25 AND 36; THENCE ALONG THE FOLLOWING THIRTY-ONE COURSES:

SOUTH 60°01'21" EAST, 270.95 FEET;  
SOUTH 52°24'06" EAST, 229.79 FEET;  
SOUTH 55°02'58" EAST, 138.75 FEET;  
SOUTH 50°31'31" EAST, 153.80 FEET;  
SOUTH 55°32'15" WEST, 189.68 FEET;  
SOUTH 43°07'03" EAST, 43.30 FEET;  
SOUTH 68°57'03" EAST, 43.33 FEET;  
SOUTH 31°08'24" EAST, 58.88 FEET;  
SOUTH 39°10'12" EAST, 141.93 FEET;  
SOUTH 13°26'51" EAST, 161.72 FEET;  
SOUTH 38°14'57" EAST, 96.37 FEET;  
SOUTH 37°24'39" WEST, 118.86 FEET;  
SOUTH 11°00'35" WEST, 98.19 FEET;  
SOUTH 44°55'02" WEST, 201.72 FEET;  
SOUTH 19°38'02" WEST, 70.53 FEET;  
SOUTH 68°32'35" WEST, 114.67 FEET;  
SOUTH 37°09'11" WEST, 128.63 FEET;  
SOUTH 45°40'32" WEST, 347.12 FEET TO A POINT WHICH BEARS NORTH 87°51'08" WEST, 514.72 FEET FROM A FOUND PK NAIL IN ASPHALT (CONTROL POINT #1);  
SOUTH 80°35'31" WEST, 89.28 FEET;  
NORTH 53°47'43" WEST, 437.73 FEET;  
NORTH 46°58'43" WEST, 490.27 FEET;  
NORTH 46°01'59" WEST, 271.46 FEET;  
NORTH 17°34'27" EAST, 110.39 FEET;  
NORTH 33°01'28" EAST, 155.76 FEET;  
NORTH 36°35'11" EAST, 157.65 FEET;  
NORTH 35°52'52" EAST, 135.54 FEET;  
NORTH 42°29'01" EAST, 66.42 FEET;  
NORTH 31°25'34" EAST, 63.67 FEET;  
NORTH 21°58'53" EAST, 172.00 FEET;  
NORTH 27°41'39" EAST, 71.66 FEET;

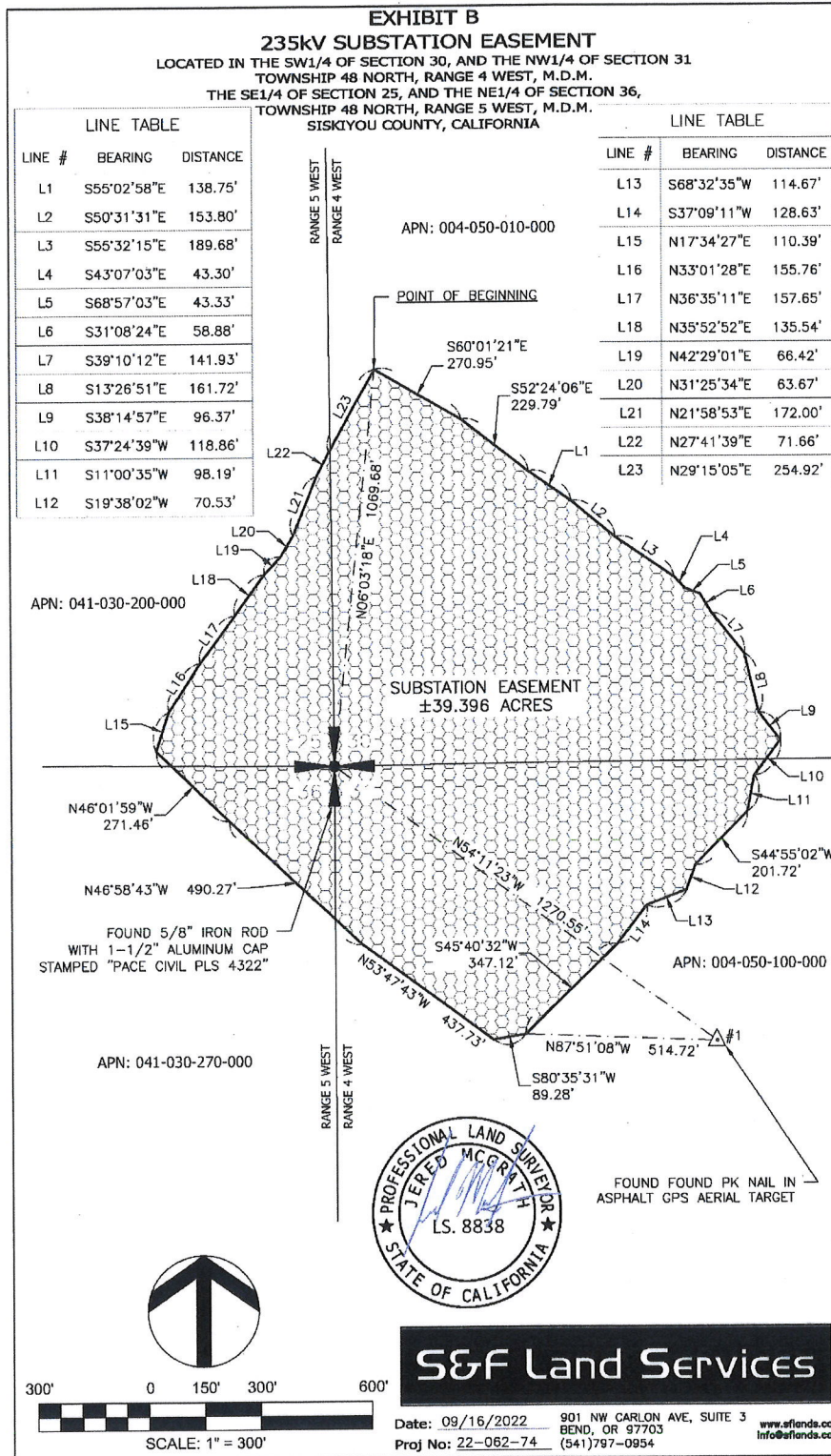
NORTH 29°15'05" EAST, 254.92 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 39.396 ACRES, MORE OR LESS.

HEREIN BEARINGS ARE BASED UPON MODIFIED CALIFORNIA STATE PLANE, ZONE 1, US SURVEY FEET.  
DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

SEE THE ATTACHED EXHIBIT B, SUBSTATION EASEMENT, IS MADE A PART HEREOF





EASEMENT EXHIBIT D  
COMMUNICATIONS FACILITIES EASEMENT AREA

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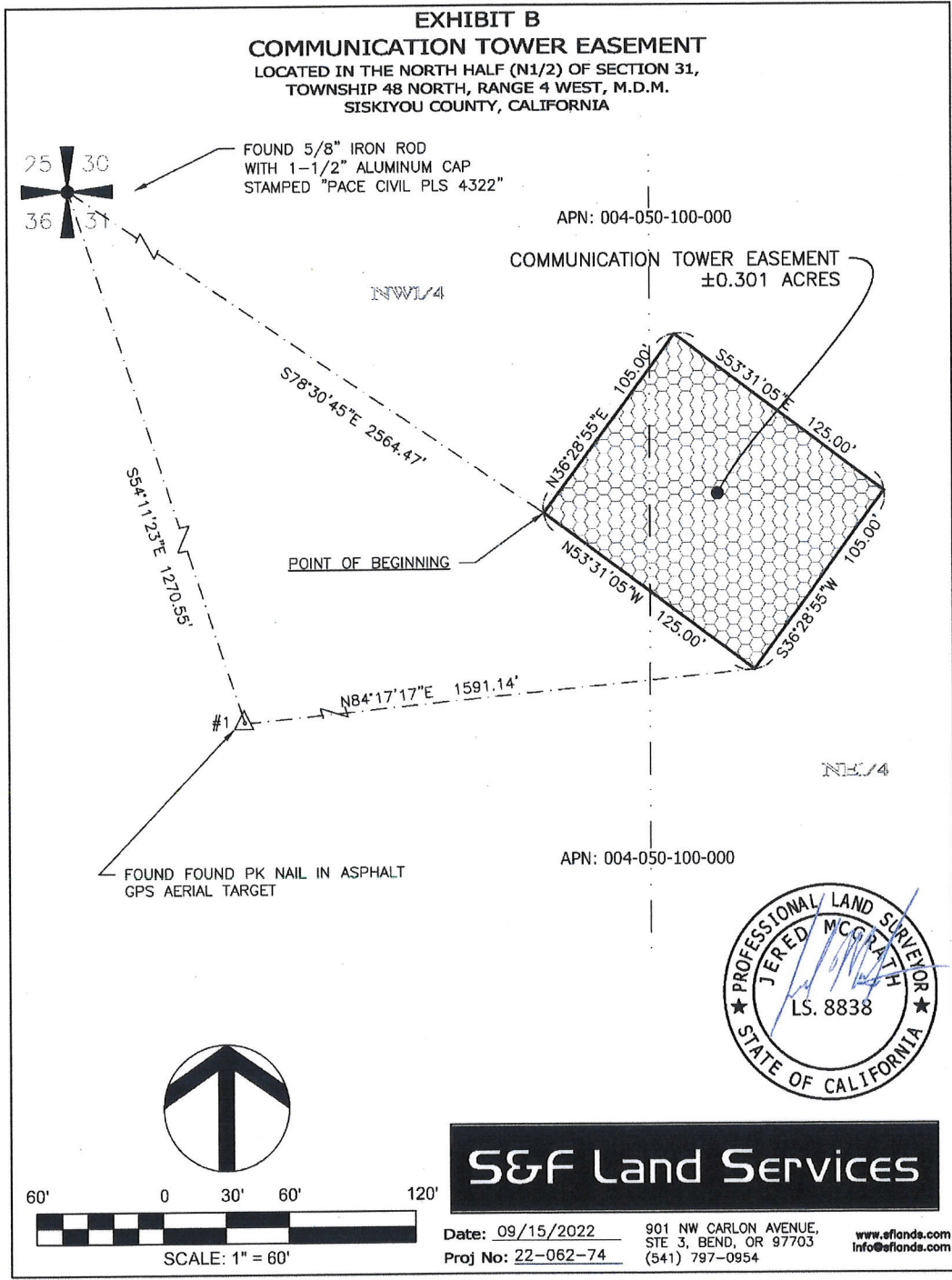
A TRACT OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) AND THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 4 WEST, MT. DIABLO MERIDIAN, SISKIYOU COUNTY, CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 78°30'45" EAST, 2564.47 FEET FROM A FOUND 5/8 INCH IRON ROD WITH 1-1/2 INCH ALUMINUM CAP STAMPED "PACE CIVIL PLS 4322" MARKING THE NORTHWEST CORNER OF SECTION 31; THENCE NORTH 36°28'55" EAST, 105.00 FEET; THENCE SOUTH 53°31'05" EAST, 125.00 FEET; THENCE SOUTH 36°28'55" WEST, 105.00 FEET TO A POINT WHICH BEARS NORTH 84°17'17" EAST, 1591.14 FEET FROM A FOUND PK NAIL IN ASPHALT (CONTROL POINT #1); THENCE NORTH 53°31'05" WEST, 125.00 FEET TO THE POINT OF BEGINNING.

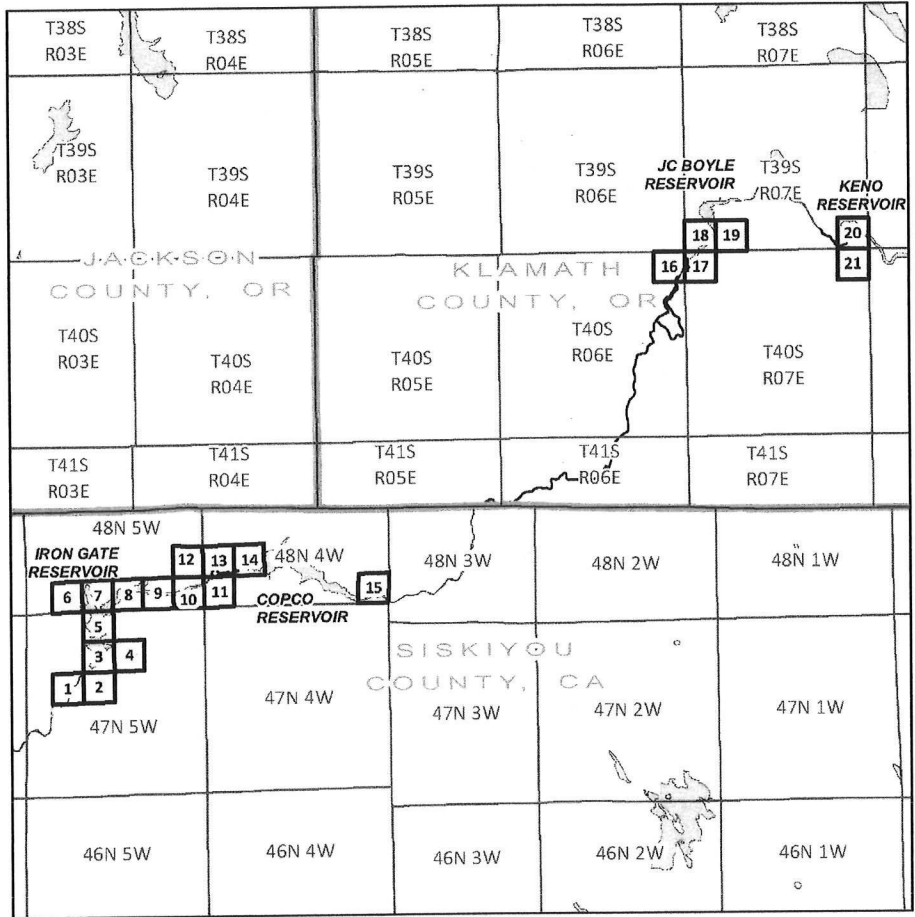
THIS DESCRIPTION CONTAINS 0.301 ACRES, MORE OR LESS.

HEREIN BEARINGS ARE BASED UPON MODIFIED CALIFORNIA STATE PLANE, ZONE 1, US SURVEY FEET. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

SEE THE ATTACHED EXHIBIT B, SUBSTATION EASEMENT, IS MADE A PART HEREOF



EASEMENT EXHIBIT E  
PRINCIPAL ACCESS ROUTES



**Parcel B - Primary Access Routes - Overview**

- Map Page
- Water Body
- County
- PLSS CadNSDI Township

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 GIS SUPPORT SERVICES  
 Solutions Group  
 gisdept@pacifi.com

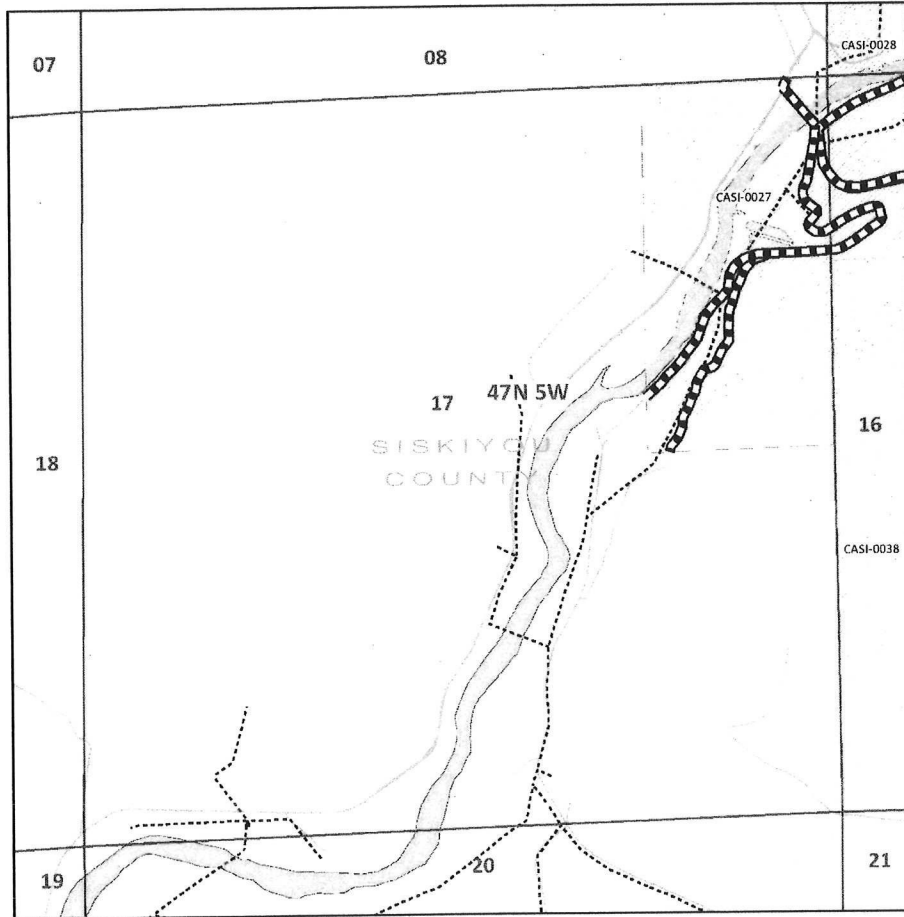
Data is projected in UTM Zone 10, NAD83, meters.

PacificCorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. PacificCorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.

0 1 2 4 Miles

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01/12/2022 10:22:22 a.m. gisdept@pacifi.com D:\proj\12012022\12012022\_5173\Klamath Reservoir Road Access - overview.mxd



Parcel B - Primary Access Routes (47N 5W 17)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body

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 gisdept@pacifi.com

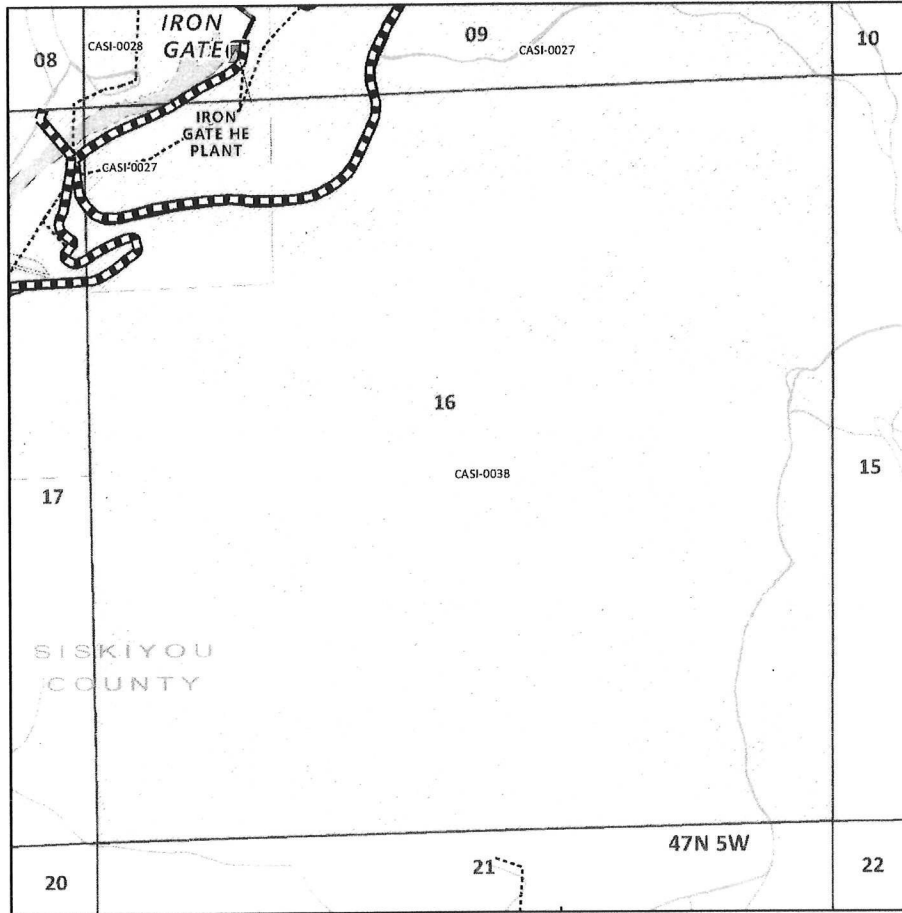
Data is projected in UTM Zone 10, NAD83, meters.

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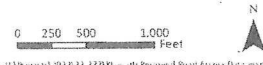
Parcel B - Primary Access Routes (47N 5W 16)

- Primary Access Routes
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body
- Generation - to be removed
- Distribution Sub
- Transmission Sub
- Distribution Line
- Transmission Line

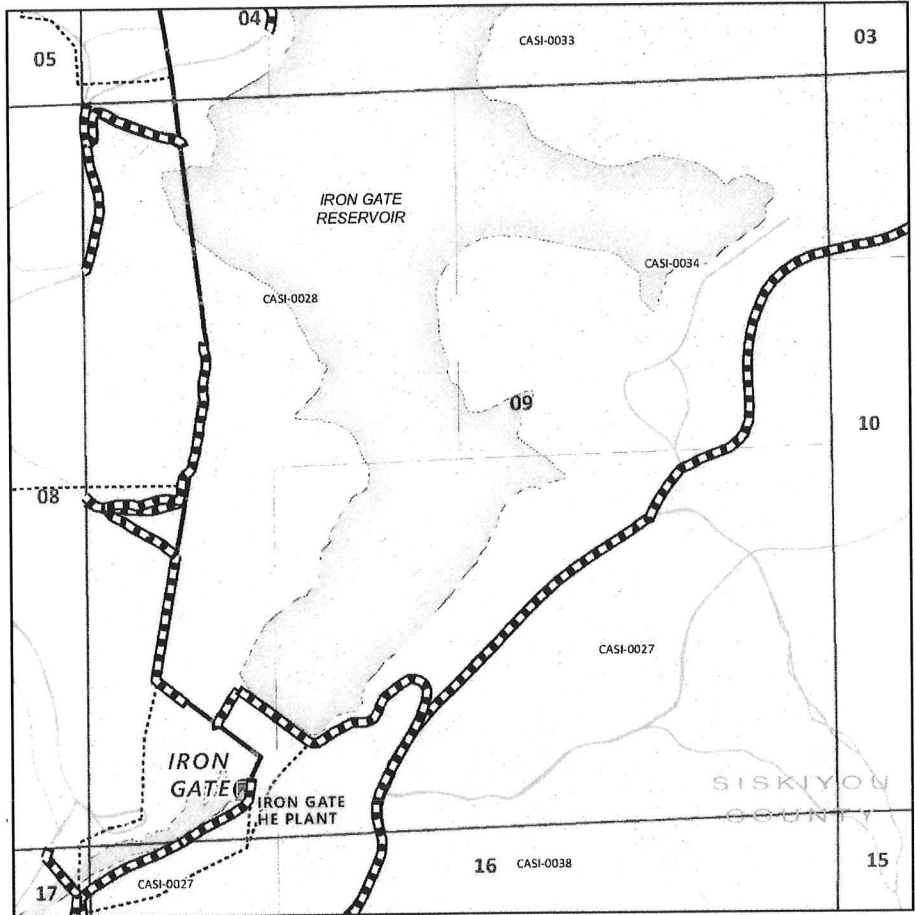
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 Solutions Group  
 gisdept@pacificorp.com

Data is projected in UTM Zone 10, NAD83, in meters.

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10/12/2017 10:36:22 G:\pdp\pdp\pacificorp.com\11\Map\15\2022\F13\_27738.mxd - ArcView 10.81 - Root Access Data.mxd



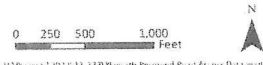
Parcel B - Primary Access Routes (47N 5W 09)

- Primary Access Routes
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Generation - to be removed
- Distribution Sub
- Transmission Sub
- Distribution Line
- Transmission Line

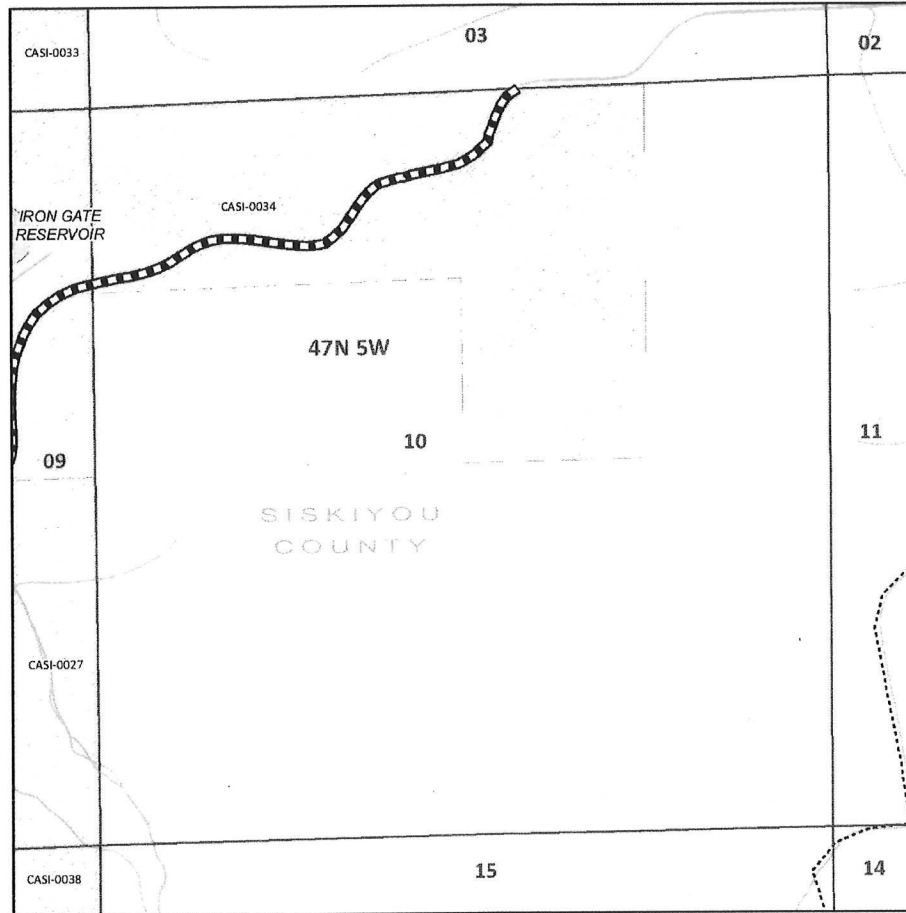
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 SOURCE GROUP  
 gisupport@pacifi.com

Data is projected in UTM Zone 10, NAD83, meters.

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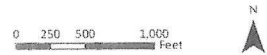


Parcel B - Primary Access Routes (47N 5W 10)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

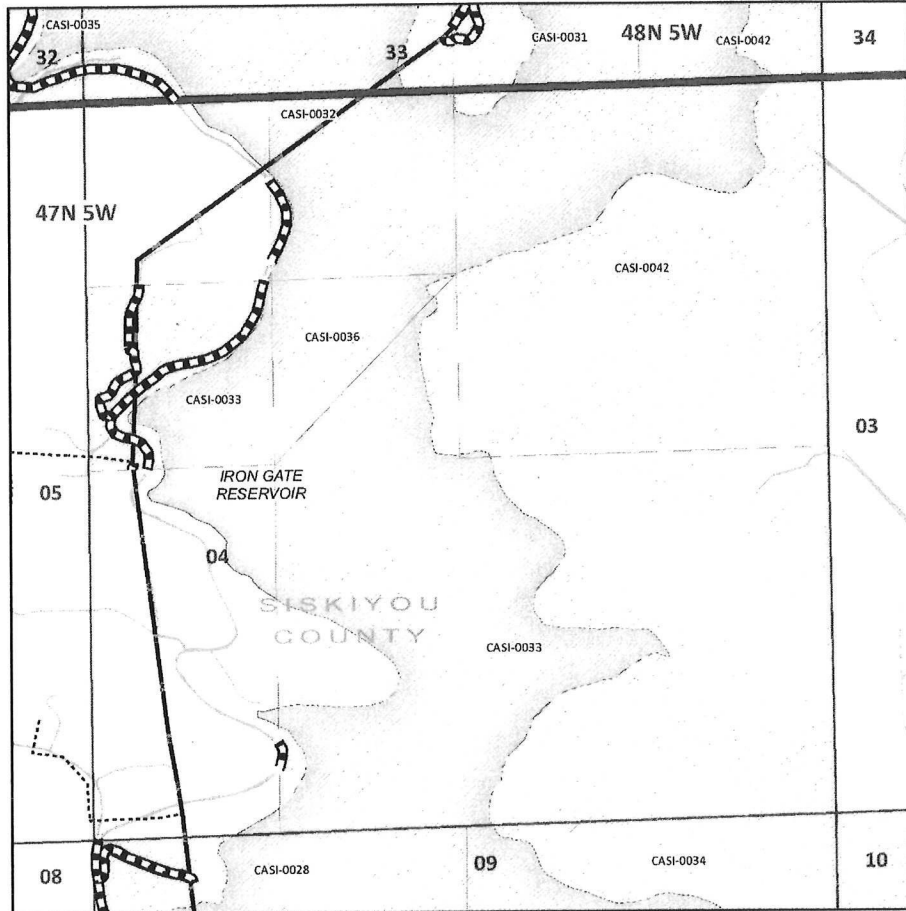


Data is projected in UTM Zone 10; NAD83, meters.  
 Pacificorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. Pacificorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.



M012/002 p.0022 645491@pacifi.com 11/13/2022 10:22:27 3774000000 Reservoir Road for res. Data.mxd





Parcel B - Primary Access Routes (47N 5W 04)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

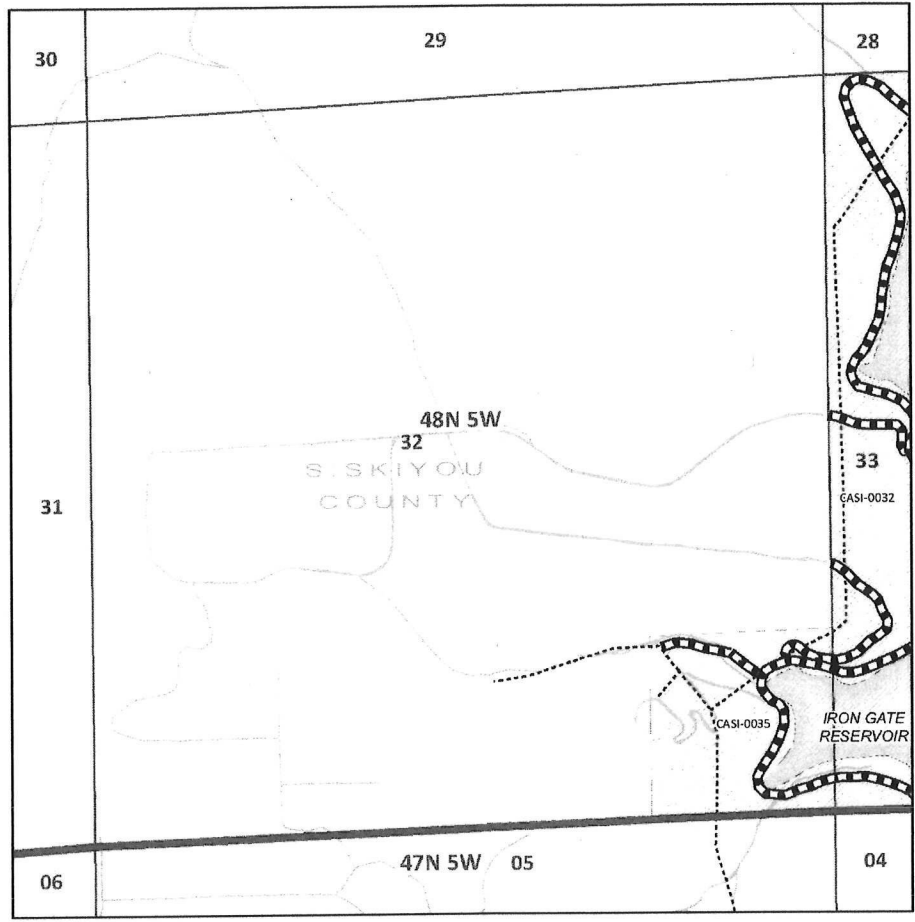


Data is projected in UTM Zone 10, NAD83, meters.  
 Pacificorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. Pacificorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.








0 250 500 1,000 Feet



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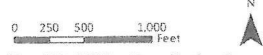


Parcel B - Primary Access Routes (48N 5W 32)

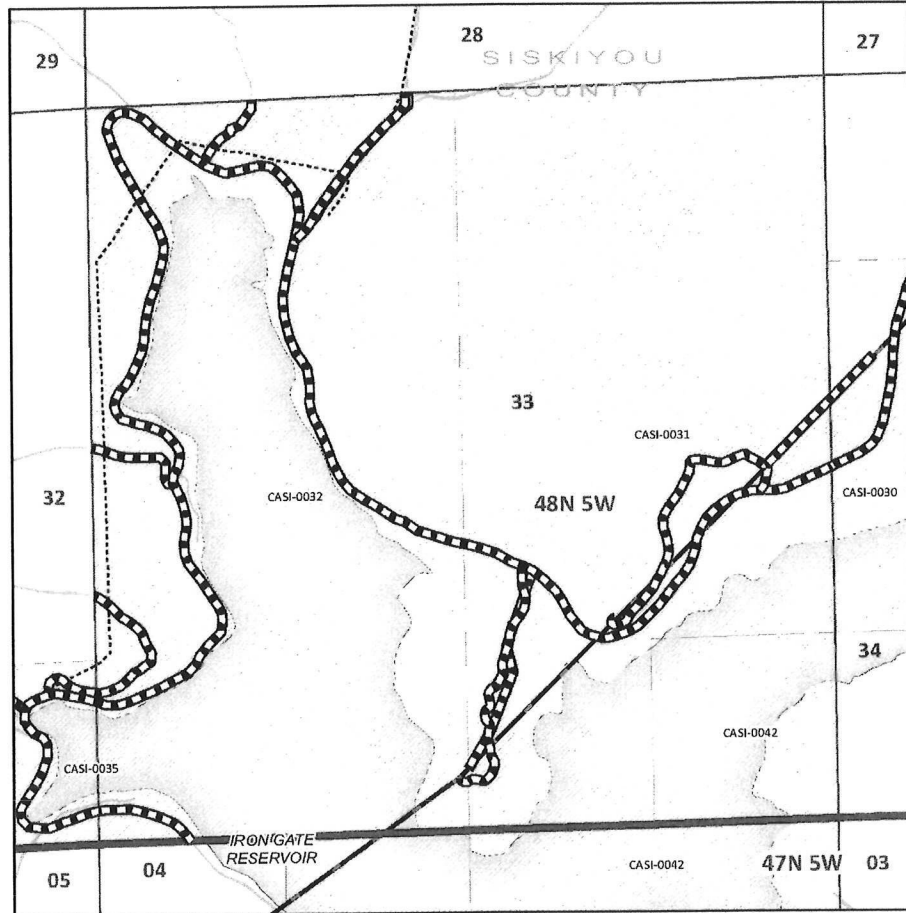
-  Primary Access Routes       Distribution Line
-  Other Roads, non-reserved
-  Parcel B Lands
-  County
-  PLSS CadNSDI Township
-  PLSS CadNSDI Section

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Data is projected in UTM Zone 10, NAD83, meters.  
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 Pacificorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.



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Parcel B - Primary Access Routes (48N 5W 33)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section



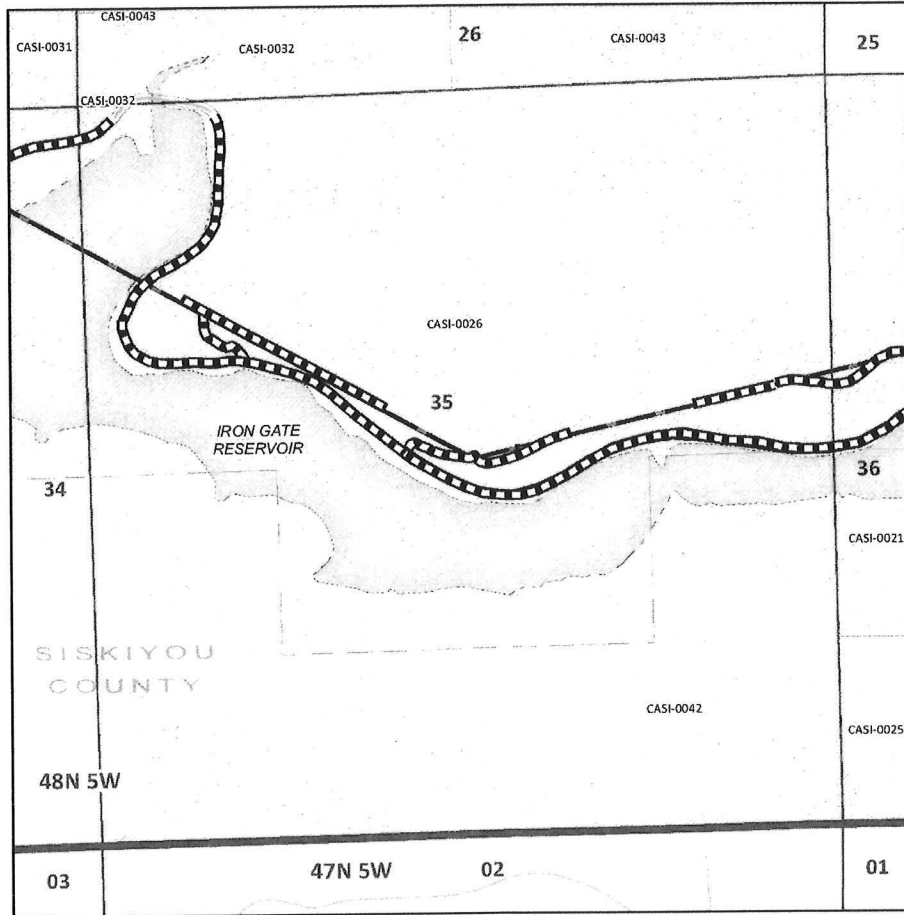
Data is projected in UTM Zone 10, NAD83, meters.

Pacificorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. Pacificorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.



08/12/2017 08:27:27 686124@pacificorp.com H:\MapInfo\48N 5W 33\23730048 Iron Gate Reservoir Road Access Data.mxd





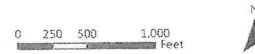
Parcel B - Primary Access Routes (48N 5W 35)

- Primary Access Routes
- Transmission Line
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

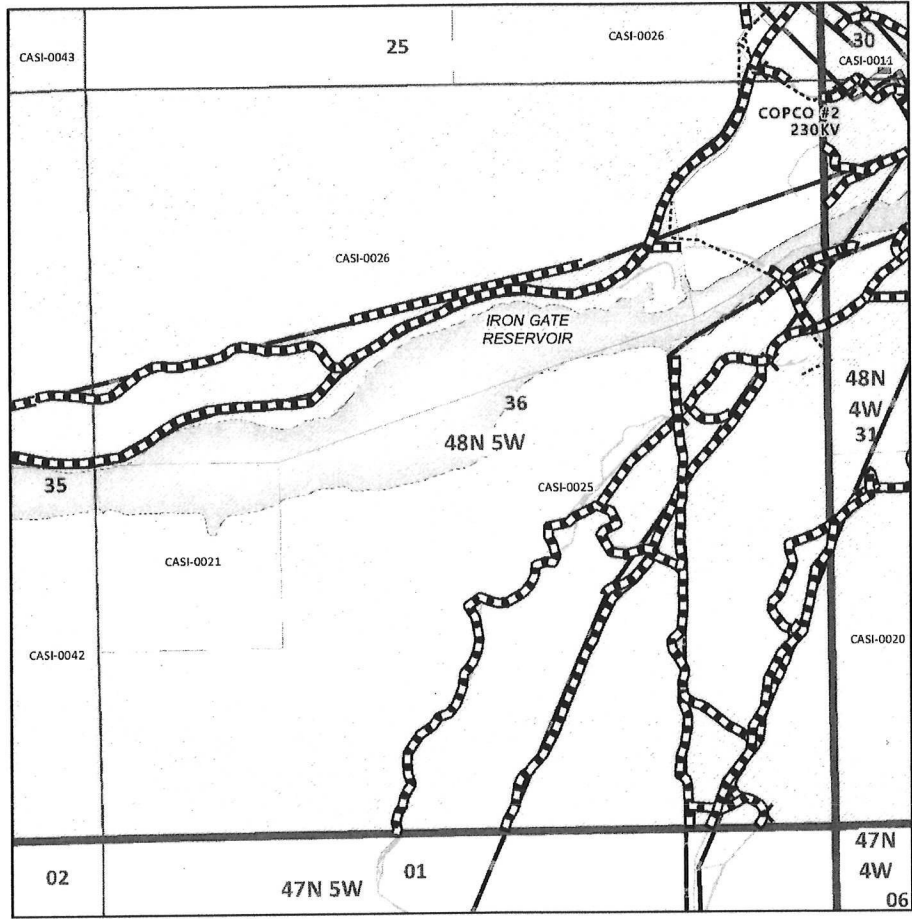


Data is projected in  
UTM Zone 10, NAD83, meters.

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with respect to the information contained in this map.  
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presented in this map.



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Parcel B - Primary Access Routes (48N 5W 36)

- Primary Access Routes
- Other Roads, non-reserved
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Transmission Sub
- Distribution Line
- Transmission Line

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 Solutions Group  
 gisupport@pacificorp.com

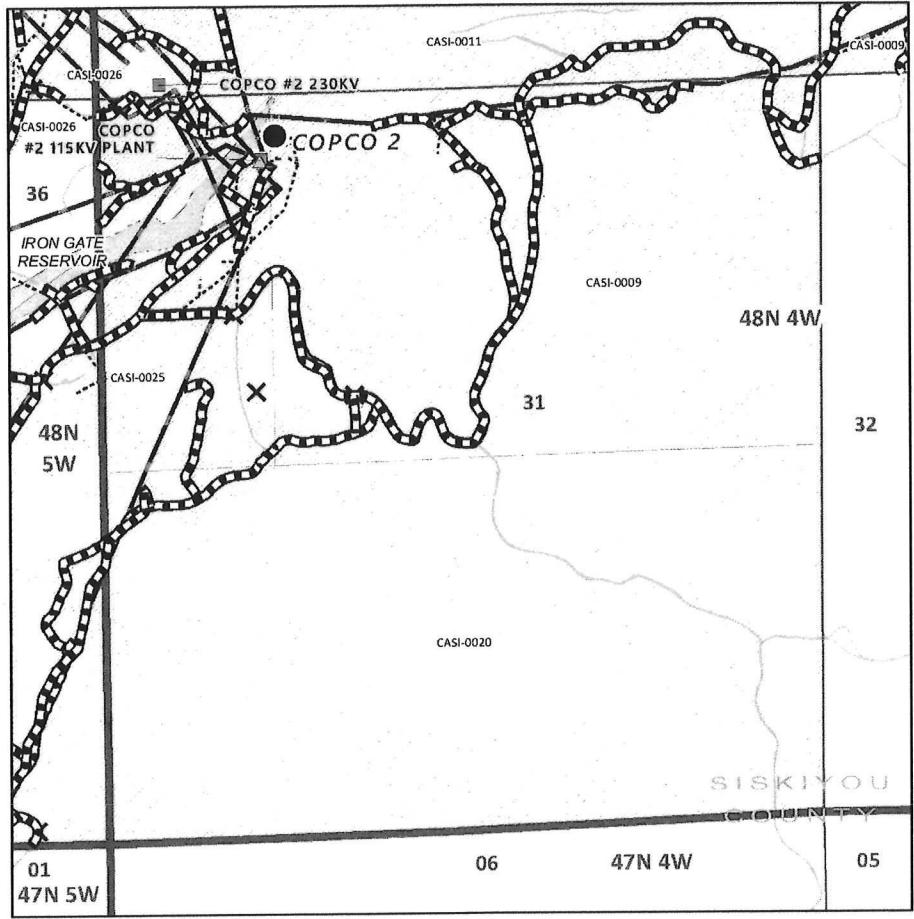
Data is projected in  
 UTM Zone 10, NAD83, meters.

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Parcel B - Primary Access Routes (48N 4W 31)

- Primary Access Routes
- Other Roads, non-reserved
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Generation - to be removed
- Distribution Sub
- Transmission Sub
- Distribution Line
- Transmission Line

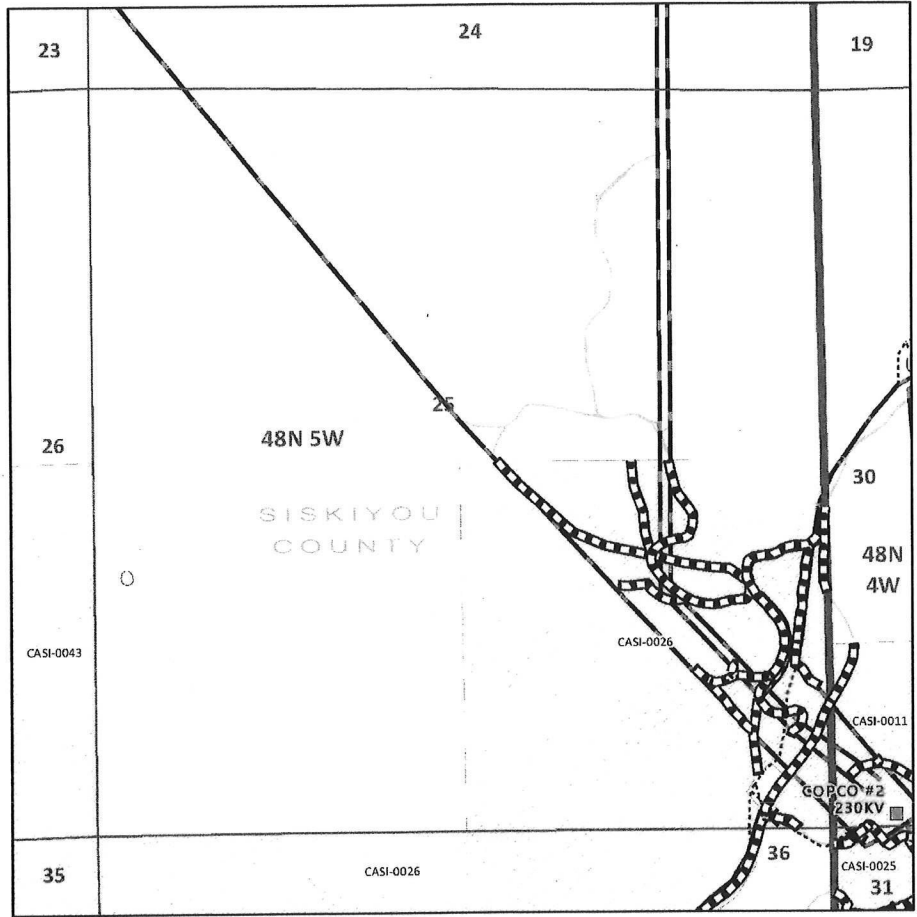
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 Solution Group  
 gisupport@pacificorp.com

Data is projected in UTM Zone 10, NAD83, meters.

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Parcel B - Primary Access Routes (48N 5W 25)

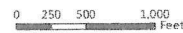
- Primary Access Routes
- Other Roads, non-reserved
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body
- Generation - to be removed
- Transmission Sub
- Distribution Line
- Transmission Line



GIS SUPPORT SERVICES  
Southern Group  
gisdept@pacifiCorp.com

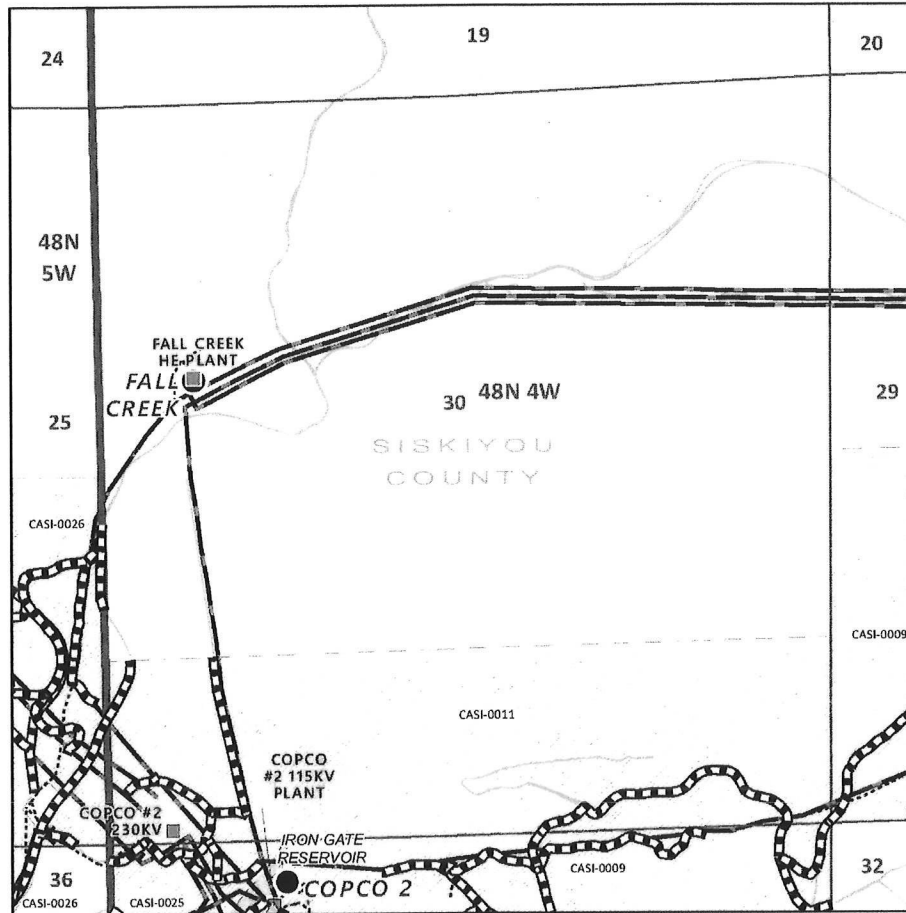
Data is projected in  
UTM Zone 10, NAD83, meters.

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Parcel B - Primary Access Routes (48N 4W 30)

- Primary Access Routes
- Other Roads, non-reserved
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Generation - to be removed
- Distribution Sub
- Transmission Sub
- Distribution Line
- Transmission Line



GIS SUPPORT SERVICES  
Solutions Group

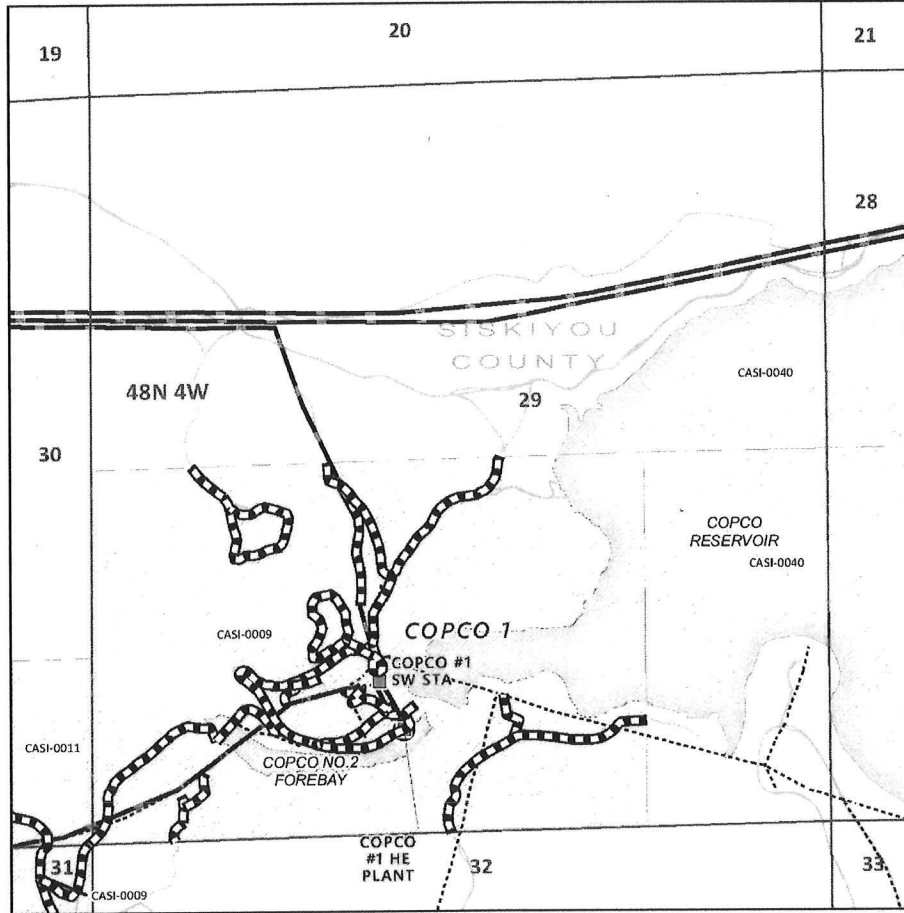
Data is projected in  
UTM Zone 10, NAD83, meters.

PacificCorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. PacificCorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.

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10/12/2022 10:52:22 C:\projects\pacificcorp\GIS\Projects\48N4W30\22\_12\_01\0013 Parcel B - Primary Access Routes Data.mxd



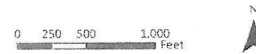
Parcel B - Primary Access Routes (48N 4W 29)

- Primary Access Routes
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body
- Generation - to be removed
- Transmission Sub
- Distribution Line
- Transmission Line

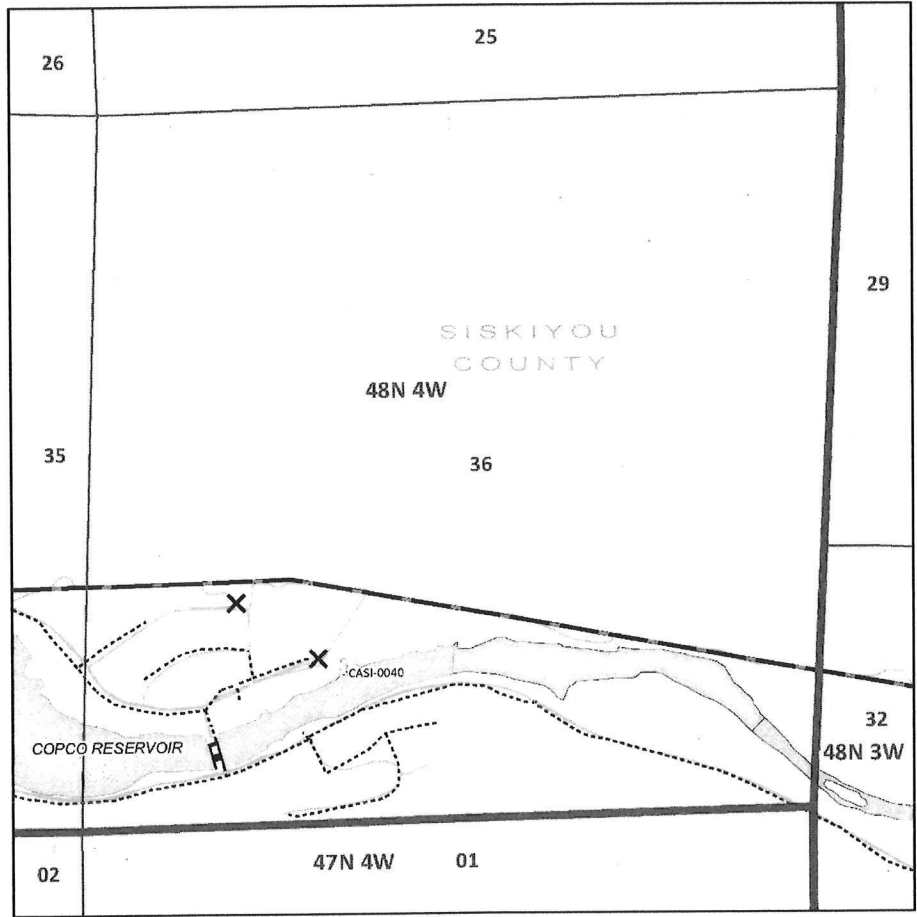


Data is projected in  
UTM Zone 10, NAD83, meters.











Pacificorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. Pacificorp shall have no responsibility or liability to any person or entity resulting from the use of any information furnished in this map.



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Parcel B - Primary Access Routes (48N 4W 36)

-  Primary Access Routes
-  Distribution Line
-  Other Roads, non-reserved
-  Transmission Line
-  Gate
-  Parcel B Lands
-  County
-  PLSS CadNSDI Township
-  PLSS CadNSDI Section
-  Water Body

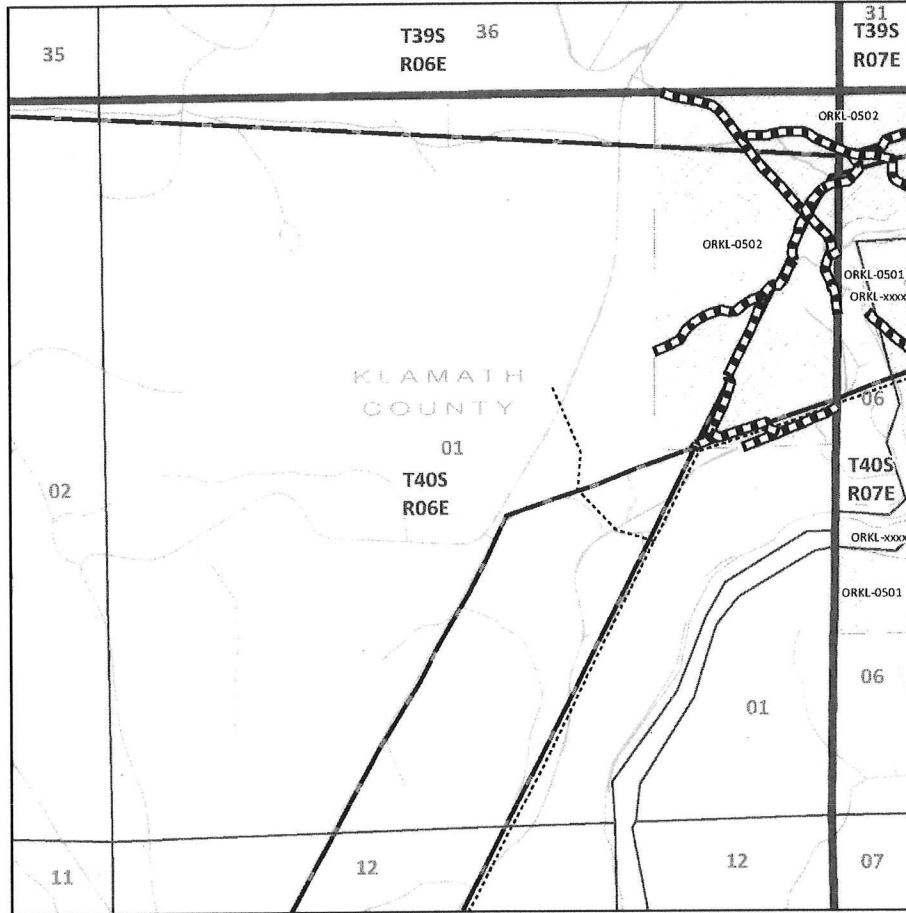
**PACIFICORP**  
 GIS SUPPORT SERVICES  
 Solutions Group  
 gisupport@pacificorp.com

Data is projected in UTM Zone 10, NAD83, meters.

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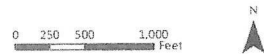


Parcel B - Primary Access Routes (40S 6E 01)

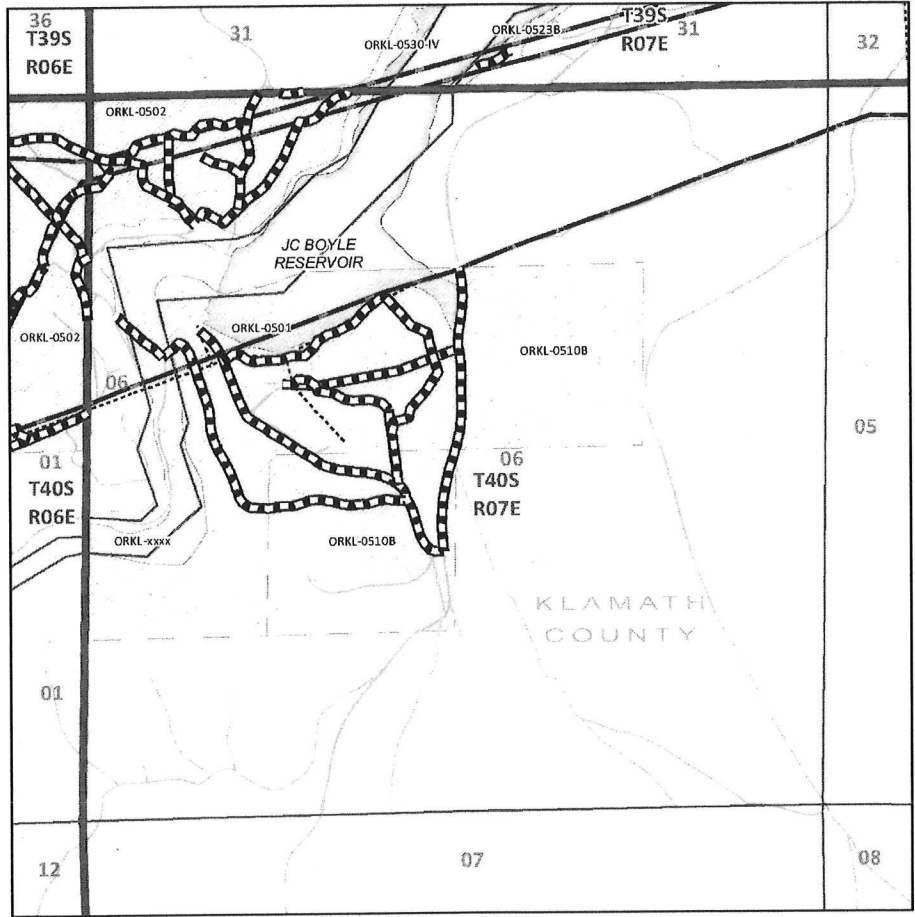
- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

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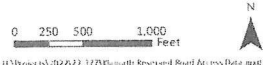
Parcel B - Primary Access Routes (40S 7E 06)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

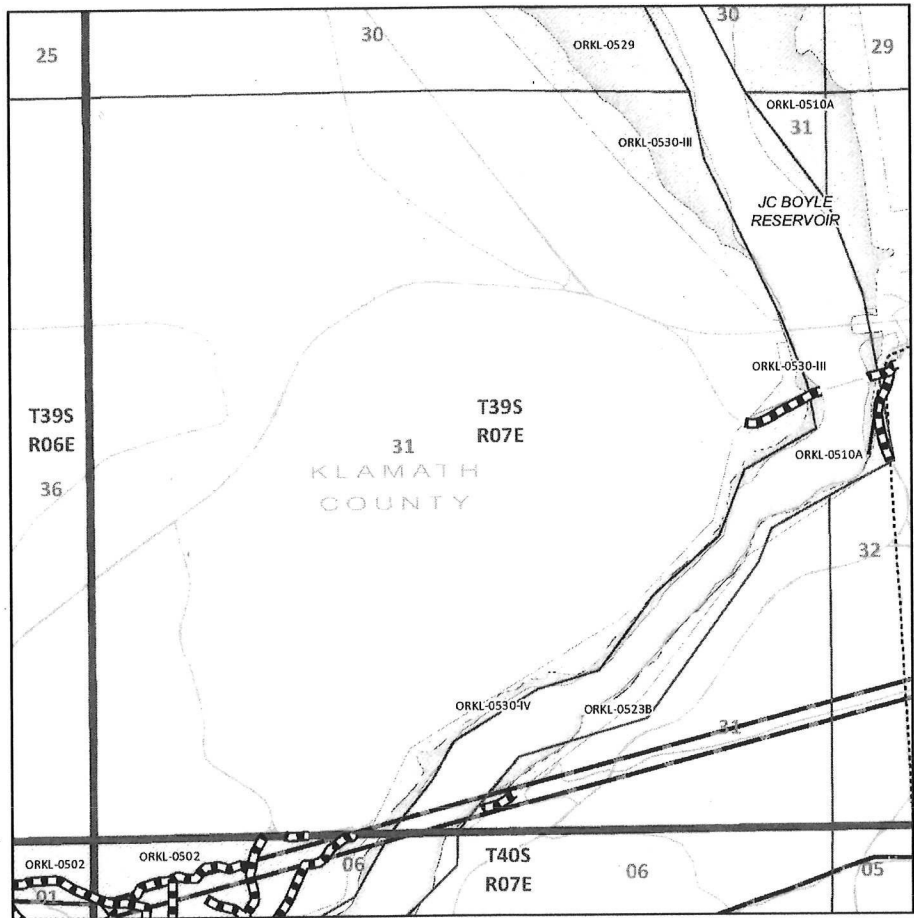
**PACIFICORP**  
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 gisupport@pacificorp.com

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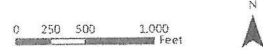
**Parcel B - Primary Access Routes (39S 7E 31)**

- Primary Access Routes
- Other Roads, non-reserved
- Distribution Line
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

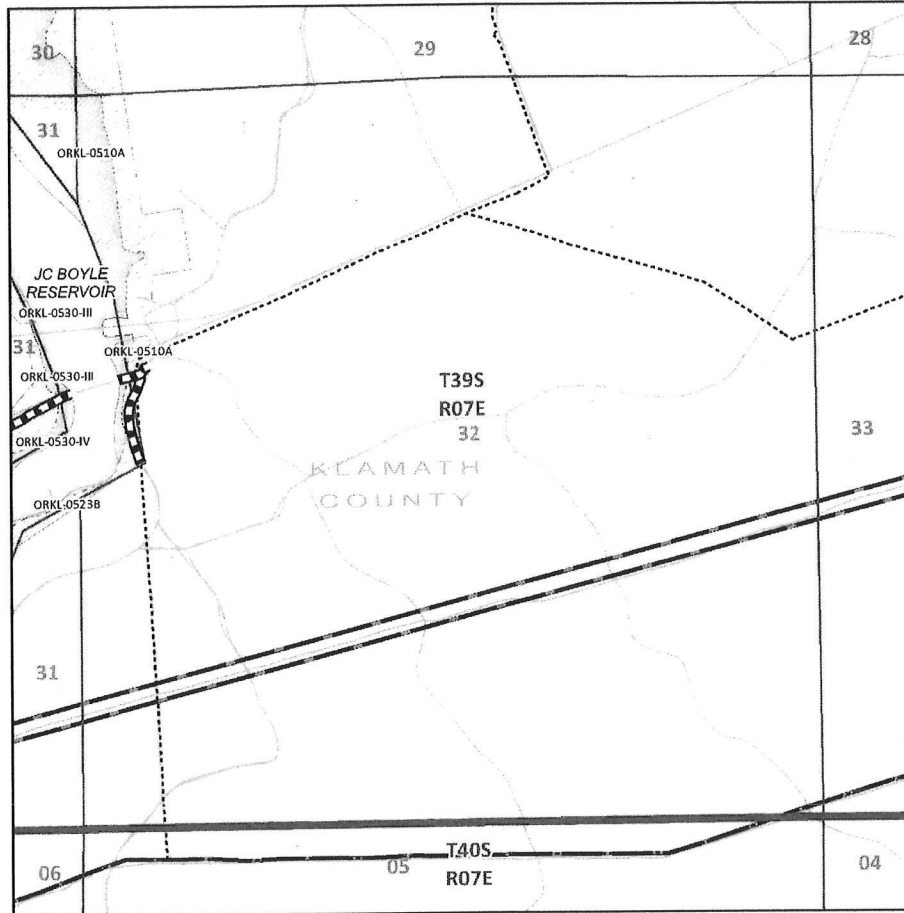


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Solutia Group  
gisupport@sol.com

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UTM Zone 10, NAD83, meters.  
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furnished in this map.



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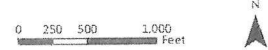


Parcel B - Primary Access Routes (39S 7E 32)

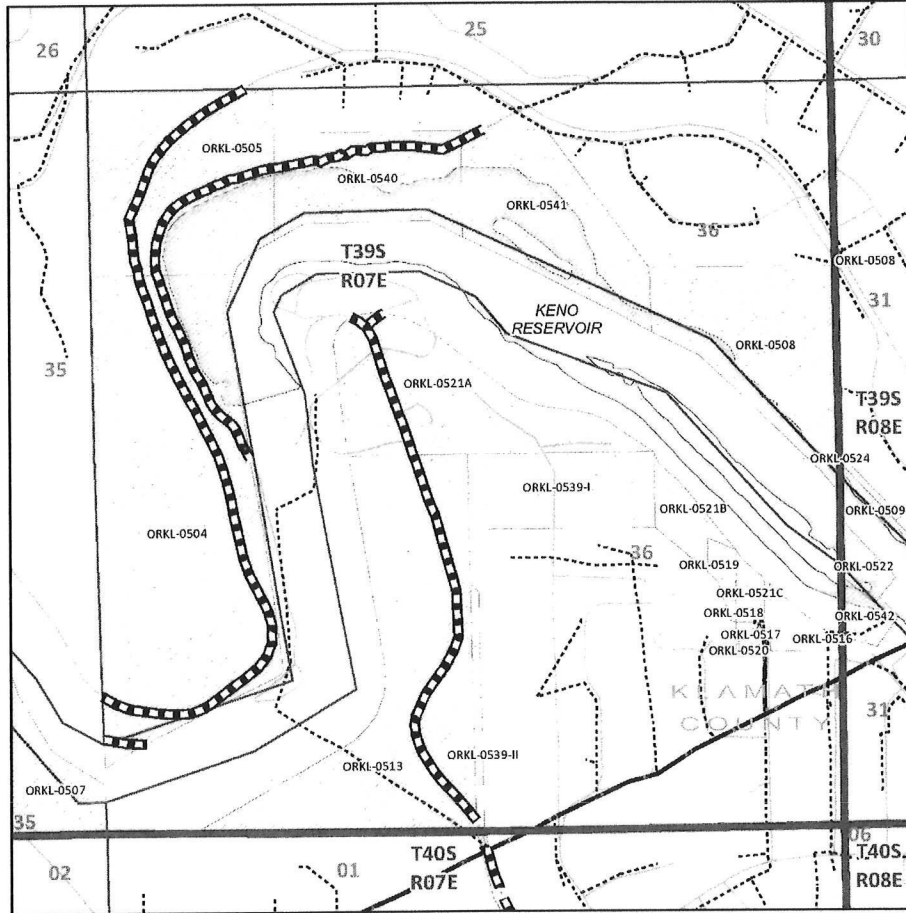
- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section



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Parcel B - Primary Access Routes (39S 7E 36)

- Primary Access Routes
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Distribution Sub
- Distribution Line
- Transmission Line

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 GIS SUPPORT SERVICES  
 Solutions Group  
 gis@pacifi.com

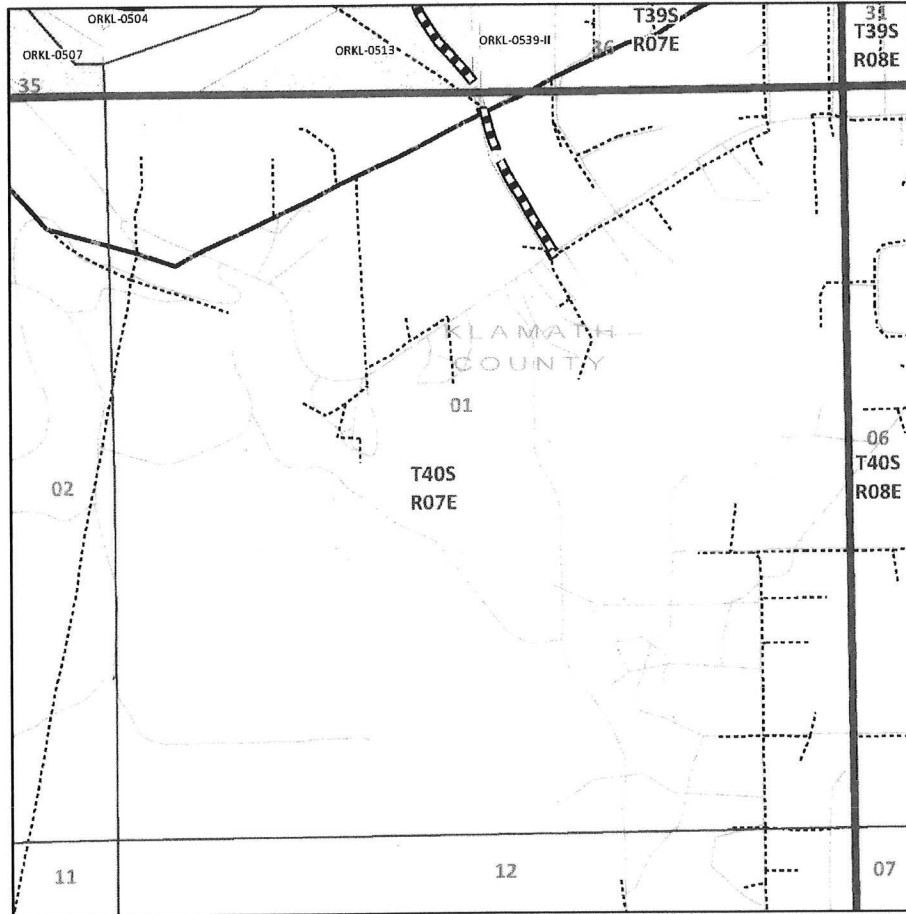
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Parcel B - Primary Access Routes (40S 7E 01)

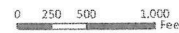
- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section



GIS SUPPORT SERVICES  
Subsidiary Group  
pacific@pacifienergy.com

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# **STATUTORY WARRANTY DEED**

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Oregon

**After recording return to:**  
Klamath River Renewal Corporation  
2001 Addison Street  
Suite 300, Office 317  
Attention: Chief Operations Officer

**Until a change is requested,  
all tax statements shall be sent  
to the following address:**  
Klamath River Renewal Corporation  
2001 Addison Street  
Suite 300, Office 317  
Attention: Chief Operations Officer

---

(Above Space For Recorder's Use Only)

**STATUTORY WARRANTY DEED**

PACIFICORP, an Oregon corporation, formerly known as Pacific Power & Light Company, successor in interest to The California Oregon Power Company ("Grantor"), conveys and warrants to the Klamath River Renewal Corporation, a California nonprofit corporation ("Grantee"), the described real property set forth in **Exhibit A** free of encumbrances, except as specifically set forth in **Exhibit B** and subject to Grantor's reserved easements in **Exhibit C**. Exhibit A, Exhibit B, and Exhibit C are attached hereto and by this reference incorporated herein.

The true consideration for this conveyance consists of other property or value given or promised, which is either part or the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR

PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 1st day of December, 2022.

**PACIFICORP**, an Oregon corporation



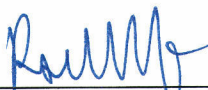
By: Ryan Flynn  
Title: Senior Vice President and Chief Legal Officer

Date: December 1, 2022

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF OREGON            )  
  ) SS  
COUNTY OF MULTNOMAH    )

This instrument was acknowledged before me on this November 30, 2022, by RYAN FLYNN, as Senior Vice President and Chief Legal Officer for PacificCorp, an Oregon corporation.



Notary Public - State of Oregon  
My commission expires: July 02, 2023

[Official Stamp]



**EXHIBIT A TO STATUTORY WARRANTY DEED****LEGAL DESCRIPTIONS**

Those pieces and parcels of land located in Klamath County, Oregon more particularly described as follows:

**Parcel 1:**

Government Lot One (1) and the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section One (1) in Township Forty (40) South, Range Six (6) East of the Willamette Meridian of Klamath County, Oregon.

APN: 4006-0000-00100-000

**Parcel 12:**

Lots 1, 2, 3 and 4 of Sec. 6 T. 40 S., R7E.

Lots 5, 6 and 8. of Sec. 6 T. 40 S., R7E.

The S.W. 1/4 of the N.E. 1/4 and the N.E. 1/4 of the S.W. 1/4 of Sec. 6 T. 40 S., R. 7 E.

APN: 4007-00600-00300-000 and 4007-00600-00400-000

**Parcel 17:**

Parts of Lots One (1), Two (2), and Three (3) of Section Twenty-nine (29), Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Sections 19, 20, 30, and 29, Township 39 South, Range 7 East, Willamette Meridian; thence South 0° 02' 53" East, along the West line of Section 29, a distance of 1,805.49 feet to the TRUE POINT OF BEGINNING of this description; thence South 75° 57' 45" East, a distance of 48.18 feet to a point; thence North 84° 47' 58" East, a distance of 653.11 feet to a point; thence North 6° 51' 53" East to the intersection with the 1/16 Section line between the Northwest Quarter of the Northwest Quarter and Lot 1, a distance of 443.51 feet to an iron pin; thence East along the said 1/16 section line, a distance of 446.09 feet to an iron pin; thence South 11° 33' 51" East, a distance of 548.51 feet to an iron pin; thence North 78° 04' 23" East, a distance of 2,490.78 feet to a point in Lot 3 from which point the Northeast corner of said section 29 bears North 48° 22' 12" East a distance of 2,082.39 feet; thence South 0° 24' 58" East, to the intersection with the Meander Line, along the right bank of the Klamath River, a distance of 365 feet, more or less; thence Westerly along the Meander Lines of said Lots 1, 2, and 3 to the intersection with the West line of said Section 29; thence North along the West line of said Section 29, a distance of 485 feet, more or less, to the true point of beginning.

*1 - EXHIBIT A TO STATUTORY WARRANTY DEED*

ALSO,

Parts of Lots Six (6) and Seven (7) of Section Twenty-nine (29) Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Sections 20, 21, 29, and 28, Township 39 South, Range 7 East, Willamette Meridian; thence South 48° 22' 12" West, a distance of 2,082.39 feet to a point marked by an iron pin and designated as "LB-14;" thence South 0° 24' 58" East, a distance of 868.91 feet to a point marked by an iron pin in Lot 6, said point being the TRUE POINT OF BEGINNING of this description; thence North 82° 03' 08" West, a distance of 876.03 feet to a point marked by an iron pin; thence South 58° 29' 02" West to the intersection with the South line of said Lot 7, a distance of 1,015 feet, more or less; thence West along the South Line of said Lot 7, a distance of 700 feet, more or less; thence North along the West line of said Lot 7 to the intersection with the Meander Line along said Lot 7, a distance of 130 feet, more or less; thence Easterly along the Meander Lines of said Lots 7 and 6 to the intersection with the line bearing South 0° 24' 58" East between said point "LB-14" and the true point of beginning; thence South 0° 24' 58" East along said line, a distance of 188.91 feet, more or less, to the true point of beginning

ALSO,

Parts of Lots Four (4) and Five (5) of Section Thirty-one (31), Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian, more particularly described as follows:

Beginning at the 1/4 section corner common to Sections 30 and 31, Township 39 South, Range 7 East, Willamette Meridian; thence South 88° 39' 29" East along the North line of Section 31 to the intersection with the West line of said Lot 5, a distance of 1,348.27 feet, more or less, to the TRUE POINT OF BEGINNING of this description; thence South along the West line of said Lot 5, a distance of 640.48 feet to a point; thence South 41° 11' 19" East, a distance of 240.29 feet to a point marked by an iron pin; thence South 42° 50' 07" East, a distance of 1,194.47 feet to a point marked by an iron pin; thence South 9° 13' 28" East, a distance of 386.02 feet to a point marked by an iron pin; thence South 41° 45' 43" West to the intersection with the North Boundary of the Right of Way of State Highway No. 21; thence Northeasterly along the said highway right of way to the intersection with the Meander Line along the East side of said Lot 4; thence Northerly along the Meander Line of said Lots 4 and 5 to the intersection with the North line of said Section 31; thence North 88° 39' 29" West along the North line of said Section 31, a distance of 383.93 feet to the true point of beginning.

ALSO,

Parts of Lots One (1), Two (2), Three (3), and Four (4) of Section Thirty-one (31), Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian, more particularly described as follows:

Beginning at the corner common to Sections 36, 31, 1, and 6, Township 39 and 40 South, Range 6 and 7 East, Willamette Meridian; thence South 89° 56' 42" East along the South line of said Section 31, a distance of 1,960.02 feet to a point marked by an iron pin and the TRUE POINT OF BEGINNING of this description thence North 27° 31' 03" East, a distance of 688.07 feet to a point marked by an iron pin; thence North 59° 46' 33" East, a distance of 1,781.22 feet to a point marked by an iron pin; thence North 44° 16' 57" East, a distance of 969.68 feet to a point marked by an iron pin; thence North 14° 50' 18" East, a distance of 629.93 feet to a point marked by an iron pin; thence North 41° 45' 43" East to the intersection with the South Boundary of the Right of Way of State Highway No. 21; thence Northeasterly along the said Highway right of way to the intersection with the Meander Line along the East side of said Lot 4; thence Southwesterly along the Meander Lines of said Lots 4, 3, 2, and 1 to the intersection with the South line of said Section 31; thence North 89° 56' 42" West along the South line of said Section 31, a distance of 165 feet, more or less, to the true point of beginning.

ALSO,

IN TOWNSHIP THIRTY-NINE (39) SOUTH, RANGE SEVEN (7) EAST OF W.M.:

1. A part of the Northwest Quarter of Northwest Quarter (NW1/4 of NW1/4) of Section Twenty-nine (29), more particularly described as follows:

Beginning at the Northwest corner of said Section 29; thence South 0° 08' West along the West line of said Section for a distance of 1,812.82 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, set in a rock mound; thence North 86° 17' East for a distance of 697.69 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as LB 10, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North 7° 03' East on a line which passes through a point 693.53 feet distant, marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated LB 11, to its intersection with the South line of said NW1/4 of NW1/4, said point of intersection being the TRUE POINT OF BEGINNING of this description; thence continuing North 7° 03' East 250 feet, more or less, to said point designated LB 11; thence South 80° 43' East for a distance of 382.27 feet to a point marked by an iron pipe, 3/4 inch in diameter, designated LB 12; thence South 11° 24' East on a line which passes through a point 742.04 feet distant, marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated LB 13, for a distance

of 193 feet, more or less, to its intersection with the South line of said NW1/4 of NW1/4; thence Westerly along said South line to the true point of beginning of this description.

2. Parts of Lots Two (2) and One (1), the East Half of South-west Quarter (E1/2 of SW1/4), and Lots Three (3) and Four (4) of Section Thirty (30) and the Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4) of Section Thirty-one (31), more particularly described as follows:

Beginning at the Northeast corner of said Section 30; thence South 0° 08' West along the East line of said Section for a distance of 1,812.82 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, set in a rock mound, said point being the TRUE POINT OF BEGINNING of this description; thence South 86° 17' West for a distance of 0.92 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 8, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North 75° 46' West for a distance of 460.81 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 7; thence South 72° 24' West for a distance of 1,183.71 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 6; thence North 75° 06' West for a distance of 516.19 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 5; thence South 36° 06' West for a distance of 1,396.82 feet to a point marked by an iron pipe, 3/4 inch in diameter, and driven flush with the ground and designated WT 4; thence South 2° 46' West for a distance of 1,031.45 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 3; thence South 41° 00' East (at a distance of 1,540.84 feet crossing the South line of said Section 30 at a point which is 767.05 feet distant South 88° 34' East from the South quarter corner thereof) for a distance of 1,542.89 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 2; thence South 39° 59' East for a distance of 660.00 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven in the ground until its top is 10 inches above the ground; thence continuing South 39° 59' East for a distance of 195 feet, more or less, to a point on the East line of the NW1/4 of NE1/4 of said Section 31; thence North along said East line for a distance of 640 feet, more or less, to the Northeast corner of said NW1/4 of NE1/4, thence East along the South line of said Section 30 to the Southeast corner of said Lot 4; thence Northerly along the Easterly line of said Lot 4, the Easterly line of said Lot 3, and the Southeasterly line of said Lot 2 to the Southwest corner of said Lot 1; thence Easterly along the South line of said Lot 1 to the Southeast corner thereof; thence North along the East line of said Section 30 to the True Point of Beginning of this description.

and also, all accretion lands inuring to the parts of said Lots 2, 1, 3, and 4 above described by operation of law;

*4 - EXHIBIT A TO STATUTORY WARRANTY DEED*



Subject as to the NW1/4 of NW1/4 of said Section 29 and Lots 2, 1, 3, and 4 of said Section 30 to the reservation of an undivided one-half interest in and to minerals and right of entry made by the Long-Bell Lumber Company in its deed dated October 1, 1927 and recorded December 30, 1927 in Volume 79 of Deeds, at page 282, Records of said Klamath County.

ALSO,

The S.W. 1/4 of the S.W. 1/4, the N.W. 1/4 of the S.W. 1/4 and Lot 8 of Sec. 29, T. 39 S. R. 7 E.

ALSO,

Lots 5 and 6 of Sec. 30, T. 39 S., R. 7 E.

ALSO,

Lot 1 and that portion of Lot 2 lying North and West of the North Right-of-way line of Oregon State Primary Highway #21 in Sec. 32 T. 39 S., R. 7 E.

ALSO,

Lot 6 of Sec. 31 T. 39 S., R. 7 E.

ALSO,

Beginning at the 1/4 corner common to Sec. 31, T. 39 S., R. 7 E. and Sec. 6, T. 40 S., R. 7 E., thence along the East boundary line of the Big Bend Development, F.P.C. Project #2082 as follows: N. 55° 08' E., 1,584.50'; thence N. 38° 56' E., 1,285.69'; thence N. 58° 29' E., 1,253.27'; thence N. 3° 25' E. to the South right-of-way line of Oregon State Primary Highway #21; thence Southwesterly along said South right-of-way line to its intersection with the U.S. meander line on the East side of the Klamath River; thence Southwesterly along said meander line to its intersection with the South line of Sec. 31, T 39 S., R. 7 E.; thence S. 89° 57' E. to point of beginning.

EXCLUDING THEREFROM:

All that portion of Government Lots 1 and 2 of Sec. 32, T. 39S. R7E W.M. described as follows:

Beginning at a point on the North Line of Sec. 32, T 39S R7E W.M. from which the NW

*5 - EXHIBIT A TO STATUTORY WARRANTY DEED*

corner of said Section 32 bears S 89° 26' 05" W 335.26'; thence S 8° 29' 21" E 868.77'; thence N 81° 29' 24" E 280.10'; thence S 8° 27' 06" E 443.34'; thence S 81° 31' 09" W 279.84'; thence S 3° 24' 06" W to the Northerly right of way line of U.S. Highway #21; thence Northeasterly along the Northerly right of way line of said Highway to its intersection with the East line of Government Lot 2; thence North along the East line of said Lots 1 & 2 to its intersection with the North line of Section 32; thence West along the North line of Section 32 to the point of beginning.

**ALSO EXCLUDING THEREFROM:**

All that portion of the W1/2 of the SW1/4 of Section 29, T39S, R7E W.M. described as follows:

Beginning at the NE corner of the NW1/4 of the SW1/4 of Sec. 29 T. 39S R7E W.M.; thence West 141±'; thence S 60° 59' 45" W 650.77'; thence S 20° 35' 43" W 1623.61'; thence S 44° 50' 39" E 288.79'; thence S 8° 29' 21" E 612.23' to a point on the South line of said Section 29 from which the SW corner of Section 29 bears S 89° 26' 05" W 335.26'; thence East along the South line of Section 29 to its intersection with the East line of the SW1/4 of the SW1/4 of Section 29; thence North along the East line of the W1/2 of the SW1/4 of the point of beginning.

**EXHIBIT B TO STATUTORY WARRANTY DEED****PERMITTED ENCUMBRANCES**

1. Real Property Taxes not yet due and payable..
2. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways, as shown on Survey by KPFF dated November 15, 2022 and designated Project NO. 1700625. (as to all Parcels)
3. Rights of the public and of governmental bodies in and to that portion of the premises described herein, now or at any time lying below the high water mark of the Klamath River, including any ownership rights which may be claimed by the State of Oregon, in and to any portion of the premises now or at any time lying below the ordinary high water mark thereof. (as to All Parcels EXCEPT Parcel 1)
4. The rights, if any, of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the premises herein described, lying below the high/low water line of the Klamath River.
5. The right, title and interest, if any, of the State of Oregon in and to any portion lying below the high/low water line of Klamath River. (as to All Parcels EXCEPT Parcel 1)
6. Easement granted to The California Oregon Power Company for ingress and egress, dated July 18, 1956, recorded September 17, 1956 in Book 286, Page 550. (as to Parcel 1)
7. Matters as disclosed by Survey by KPFF dated November 15, 2022 and designated Project No. 1700625 as follows:
  - a. Encroachment of barbed wire fence across the westerly boundary line of Parcel 1.
  - b. Rights of adjoining property owner maintaining a westerly portion of Parcel 1.
  - c. Unrecorded easement for Medford-Malin Transmission Line over a portion of Parcel 12.
  - d. Unrecorded easement for access roads to adjoining property over portions of Parcels 12 and 17.

- e. Access to a portion of Parcels 12 and 17 over adjacent private lands without evidence of a recorded easement.
8. Reservation to International Paper Company, its successors and assigns the right to plant and grow thereon and to cut and remove therefrom trees and forest products and to administer the same as forest lands, recorded October 28, 1960, in Volume 325, Page 74. (Affects portions of Parcel 17 included within Lots One (1), Two (2), Three (3), Six (6), and Seven (7) of Section Twenty-nine (29), Township Thirty-nine (39) South, Range Seven (7) East. Lots One (1), Two (2), Three (3), Four (4), and Five (5) of Section Thirty-one (31), Township Thirty-nine (39) South, Range Seven (7) East. All Willamette Meridian.)
  9. Reservation of an undivided one-half interest in and to minerals and right of entry made by The Long-Bell Lumber Company, recorded July 14, 1959, in Volume 314, Page 190. (Affects portions of Parcel 17 included within the NW 1/4 of the NW 1/4 of Section 29 and Lots 2, 1, 3, and 4 of Section 30, Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian.)

## EXHIBIT C TO STATUTORY WARRANTY DEED

### RESERVATION OF EASEMENTS

PacifiCorp, an Oregon corporation, as “Grantor” hereby reserves, for itself and for its successors and assigns, the following perpetual easements (collectively, the “Easements”) in gross over and upon the respective portions of the Property described below (collectively, the “Easement Areas”). “Grantee” means the Klamath River Renewal Corporation, a California nonprofit corporation, and its successors and assigns. “Property” means the property conveyed by this deed.

#### A. TRANSMISSION FACILITIES EASEMENT

Grantor reserves a non-exclusive easement (the “Transmission Facilities Easement”) over and upon the Transmission Facilities Easement Area, as defined below.

##### 1. Purpose.

The Transmission Facilities Easement is for the purpose of accessing, maintaining, operating, repairing, replacing, enlarging, reconstructing or removing Grantor’s Retained Transmission Facilities. “Retained Transmission Facilities” means the electrical transmission facilities retained by Grantor in connection with Grantor’s conveyance of the Property to Grantee, and includes, but is not limited to, transmission, distribution, service and other lines conducting electricity as well as related facilities (including but not limited to towers, poles, pads, guys, anchors, props, supports, transformers, switches, vaults, substations, communications facilities, fiber optic or other communications equipment, and any other improvements and facilities associated with or connected to or that aid in the management or function of such improvements and related facilities), and any replacement, enlargement, or reconstruction of the foregoing from time to time. The Transmission Facilities Easement includes the Grantor’s right to keep the Transmission Facilities Easement Area (as defined below) clear of all brush, trees, timber, structures, buildings and other hazards which might, in Grantor’s judgment, endanger the Retained Transmission Facilities or impede Grantor’s activities within the Transmission Facilities Easement Area. Grantor shall, at its sole cost and expense, maintain the Transmission Facilities Easement Area and the Retained Transmission Facilities in an orderly and safe condition and comply with all laws, including all regulatory, environmental, and safety requirements, applicable to Grantor and its activities under the Transmission Facilities Easement including the use and management of the Retained Transmission Facilities and the Transmission Facilities Easement Area.

##### 2. Transmission Facilities Easement Area.

The “Transmission Facilities Easement Area” is the physical location of the Retained Transmission Facilities as they exist on the date this deed is recorded, along with an

additional area of one hundred (100) feet, measured on the surface of the Property from each side of the Retained Transmission Facilities. For illustrative purposes but not as a legal constraint on the establishment of the Transmission Facilities Easement Area boundaries, Easement Exhibit A reflects the approximate location of the Retained Transmission Facilities. Neither the installation of any new Retained Transmission Facilities, nor the repair, replacement, enlargement, or reconstruction of, nor any other change to, any Retained Transmission Facilities existing on the date this deed is recorded shall increase the size or otherwise modify the boundaries of the Transmission Facilities Easement Area. Notwithstanding the foregoing, (a) the one hundred foot buffer area is modified to the extent shown on Easement Exhibit B, and (b) the Transmission Facilities Easement Area shall not include any underground facilities unless sufficiently marked to be reasonably ascertainable by visual surface inspection.

### 3. Grantee Rights.

Grantee, its successors and its assigns, shall have the right to access and use the Transmission Facilities Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with Grantor's rights under this Transmission Facilities Easement. Prior to granting any use within the Transmission Facilities Easement Area, other than for public recreation, land management, and scientific uses, or for legally required joint use pursuant to Section A.4 below, the Grantee shall first seek the permission of Grantor and Grantor shall not unreasonably deny such permission.

### 4. Joint Use/Pole Attachments.

The Transmission Facilities Easement includes a reservation of the right to continue to permit third-party use of space on Grantor's Retained Transmission Facilities for communications equipment or fiber optic capacity or power utility purposes (Pole Attachment) that is in place on Grantor-owned poles at the time this deed is recorded and in response to any later application under ORS 755.270-290 and OAR 860-028-0020 through 860-028-0310 or similar law or regulation where Grantor is legally obligated to accommodate attachments to its facilities ("Pole Attachment Laws"). With regard to any new Pole Attachment permit or license granted by Grantor to third-parties, intended to be effective after the date of recording of this deed, Grantor shall condition such permit or license upon the applicant obtaining the prior express written permission of the Grantee. With regard to those Pole Attachment permits or licenses existing at the time of this grant the Grantor shall provide written notice to parties holding such permits or licenses that new access permissions are required from Grantee. Grantor's rights under this Section 4 are limited to its reserved Easement interest and nothing in this Easement authorizes Grantor to encumber Grantee's interest or to impose on Grantee any obligation or liability to any third party.

### 5. Restrictive Covenant.

At no time shall Grantee, its successors or assigns place, use or permit in the Transmission Facilities Easement Area any structure, equipment, or material of any kind that exceeds twelve (12) feet in height, nor shall it light any fires, nor place nor store any flammable materials in the Transmission Facilities Easement Area.

B. [RESERVED]

C. [RESERVED].

D. GENERAL PROVISIONS

1. Access.

The Easements reserved hereby include the right of ingress and egress for Grantor, its contractors, or agents, to the Retained Facilities and the applicable Easement Areas for all purposes for which the respective Easements are reserved. "Retained Facilities" means the Retained Transmission Facilities, the Retained Substation Facilities and the Retained Communications Facilities, collectively or individually as the context requires.

a. Primary Routes. The primary access routes shall be the routes that exist on the date this deed is recorded and as are located on the Property and depicted on Easement Exhibit E, provided that Grantee may modify any existing roads from time to time, including their route, as long as Grantor's ability to reasonably access the Easement Areas is not materially impaired.

b. Alternative Routes. If at any time a primary route is impassible or unsafe for any reason other than Grantee's work to modify or use such route, then Grantor may, at its sole cost and expense, establish and utilize an alternative route on Property as set forth below.

i. Grantee's Modification or Use. Prior to Grantee's modification or use of a primary route that materially impacts Grantor's ability to utilize such route the Grantee shall establish at Grantee's cost and expense an alternative route for Grantor to use. Such alternative route shall be of comparable quality to that route otherwise impacted.

ii. Establishment of Alternative Routes. Prior to establishing or using an alternative route, Grantor will acquire permission from Grantee for such use or establishment if the need for access is routine, and Grantee shall not unreasonably deny such permission. If the impassibility or unsafe condition of the primary access route is cured then Grantor shall promptly resume utilization of the primary access route. Grantor shall reasonably restore the alternative routes to the same condition prior to use. However, Grantor shall have no obligation to restore the alternative route if the

impassibility or unsafe condition of the primary access route was primarily due to acts or uses by parties other than Grantor.

iii. Emergencies. Notwithstanding any other provision of the Easements, Grantor shall have the right to respond promptly and appropriately to any emergency relating to any Easement Area or Retained Facilities, including the removal of Danger Trees outside an Easement Area or access over the Property by means other than primary access routes. Grantor shall use reasonable efforts to notify Grantee as promptly as practicable under the circumstances of such emergency access or removal of Danger Trees. The foregoing express right of emergency response shall not relieve Grantor of responsibility for any damage or other liabilities arising in connection with any emergency, including damage resulting from using alternative routes of access to any Easement Area. For purposes of establishing alternative routes of access the term "emergency" means a non-routine need to prevent compromise in the reliability of electrical power delivery or to prevent or to respond to any safety issue or to prevent or respond to forest fire. "Emergency" includes but is not limited to such occurrences as extreme weather conditions, fire, flood, earthquake, or downed power line. A Danger Tree" is one that poses a threat of fire by way of potential contact with a Retained Facility.

c. Road Maintenance and Repair. Grantee shall reasonably repair damage to access routes caused by the implementation of the Definite Plan, as that term is defined in the Klamath Hydroelectric Settlement Agreement. Grantor shall repair, or may be invoiced by Grantee for its repair of, damage to an access route when such damage is caused by Grantor or its agents. At no time shall any dispute over payment for repair costs be the basis for denial of Grantor's access rights. The parties acknowledge that there is no general requirement to maintain access routes.

d. Remote-Controlled Vehicles. Grantor may also utilize remote-controlled, including aerial, vehicles to access and inspect its Retained Facilities. Grantor shall not use remote-controlled vehicles outside of an Easement Area or access routes except with written permission from Grantee.

## 2. Additional Survey or Locating of Boundaries.

a. Additional Locating. If reasonably requested by Grantee due to a concern regarding a particular location or activity, Grantor shall cause the boundaries of the identified Easement Area to be located and marked by a licensed surveyor.

b. Additional Survey Work. In the event of a dispute regarding the boundaries of any Easement Area the parties shall cooperate in having the



disputed area surveyed, certified and marked by a licensed surveyor and to cause this Easement to be amended in accordance with Section D.8 below. The parties shall share equally in the cost of such survey work and the recording of the amendment.

3. Coordination of Activities.

a. Relating to Facilities Removal and the Definite Plan. Grantor acknowledges Grantee's plan to remove JC Boyle, Copco 1, Copco 2 and Iron Gate dams and related work necessary to implement the Definite Plan, including work within and adjacent to certain of the Easement Areas. Grantor and Grantee will cooperate and coordinate with each other to facilitate Grantee's work pursuant to the Definite Plan and to minimize interference with each other in connection with their respective work and operations. Grantor shall permit temporary uses of and access to the Easement Areas necessary for Grantee to complete Facilities Removal and mitigation activity (including post-completion monitoring activities, if any) to the extent that such activity does not unreasonably threaten the function and reliability of the applicable Retained Facilities. In the event that Grantor reasonably determines that Grantee's proposed activities within an Easement Area poses a material potential threat to the function or reliability of the applicable Retained Facilities then Grantor and Grantee shall cooperate with each other in a timely manner to determine and implement reasonable mitigating measures to permit Grantee's activities and protect the Retained Facilities. Grantor and Grantee shall in all events use their best efforts to minimize delays in Grantee's work and the incurrence of additional costs.

b. Other Coordination. If Grantor plans significant, non-emergency construction activity in any of the Easement Areas then Grantor shall provide notice to Grantee of such planned activity and Grantor and Grantee shall use reasonable efforts to coordinate the activity prior to commencement so that the potential for conflict between Grantor's and Grantee's rights are reduced. If Grantee plans significant, non-emergency construction activity on property that is adjacent to any Easement Area or is otherwise reasonably likely to affect any Easement Areas or Grantor's access to or use of any Easement Areas, then Grantee shall provide notice to Grantor of such planned activity and Grantor and Grantee shall use reasonable efforts to coordinate the activity prior to commencement so that the potential for conflict between Grantor's and Grantee's rights are reduced.

4. Notices.

Any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To Grantor: PacifiCorp

Attn: General Counsel  
825 Northeast Multnomah Street, Suite 2000  
Portland, OR 97232

To Grantee: Klamath River Renewal Corporation  
Attn: Chief Operations Officer  
2001 Addison Street Suite 300, Office 317  
Berkeley, CA 94704

To State of Oregon: Oregon Department of Fish and Wildlife  
Realty Department  
4034 Fairview Industrial Drive SE  
Salem, OR 97302

Notice to the State of Oregon in this paragraph shall only apply if the state is owner of the Property.

1. Insurance.

Grantor maintains and shall maintain a program of self-insurance and will, upon request from Grantee, provide a letter in confirmation of the program.

2. Indemnification.

a. By Grantor. Subject to the last sentence of this subsection (a), Grantor covenants and agrees to protect, save harmless, indemnify, and defend Grantee, its directors, officers, employees, agents, representatives, contractors and subcontractors of any tier ("Grantee Parties") from and against any and all claims, losses, costs, expenses, damages (including punitive, special and consequential damages), liability, judgments, fines or penalties (collectively, "Claims") arising in connection with the Retained Facilities (including any Claim arising in connection with any Pole Attachment arrangements), or, except as expressly permitted under any of these Easements, any acts or omissions by any Grantor Parties relating to an Easement, provided that Grantor shall not be responsible for Claims to the extent attributable to the contributory or comparative negligence of any Grantee Parties. "Grantor Parties" are Grantor, its directors, officers, employees, agents, representatives, contractors or subcontractors of any tier. Nothing in this indemnity is intended to address the liabilities or obligations of any Grantor Parties in the event of a wildfire, as to which Grantee and Grantor each reserves all rights and remedies available at law or in equity.

b. By Grantee (Non-State). Grantee covenants and agrees to protect, save harmless, indemnify, and defend Grantor Parties from and against any and all Claims relating to the Retained Facilities or the exercise of rights under these Easement by any Grantee Parties and caused by, arising out of, or in any way connected with (i) negligent acts or omissions by any Grantee Parties, or (ii) a

breach of an Easement by any Grantee Parties, excepting in each instance that portion of any Claims attributable to the contributory or comparative negligence of Grantor Parties.

c. By State Grantee. If Grantee or its successor or assign is the State of Oregon, then its obligations under subdivision (b) of this Section D.6 shall be subject to the limitations, as applicable, of Oregon law, including the Oregon Constitution and the Oregon Tort Claims Act.

7. Costs and Expenses.

Grantor shall be responsible for any and all costs and expenses associated with any work or activity by Grantor on or in connection with any Easement or Easement Area. Grantor shall promptly pay all such costs and expenses and shall not place, permit or suffer any mechanics liens, judgments or other liens or encumbrances upon any portion of the Property, including the Easement Areas, provided that Grantor is not precluded from disputing any amount claimed by a third party, provided that such dispute is timely and diligently prosecuted and any delay in payment does not result in any liability to Grantee or adversely affect Grantee's title to the Easement Area. In the event that such lien is filed then Grantor shall, within twenty (20) days after notice of the filing thereof, initiate action to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted and shall continue to diligently pursue such actions until such lien is discharged. Grantor shall pay any and all taxes, assessments (general or special), charges or use fee(s) levied by any governmental authority against Grantor's interest in any Easement Area or against the any of the Property as a result of the Easements.

8. Amendments.

a. General. The terms and conditions of the Easements may be modified only by written instrument signed by Grantor and Grantee or their respective successors and assigns and recorded in the applicable land records. The costs of recording shall be borne by the party requesting the amendment except as provided in Section D.2.b above.

b. Updates and Corrections to Easement Area Boundaries. In the event either party reasonably determines that the access routes or the boundaries of any of the Easement Areas are no longer accurately reflected by the attached exhibits then the parties shall cooperate to execute and record such amendments to the exhibits as are appropriate. Without limiting the generality of the foregoing, promptly following completion of the removal of certain Retained Transmission Facilities in connection with Grantee's removal of JC Boyle, Copco 1, Copco 2 and Iron Gate dams, the parties shall amend Easement Exhibit A to reflect the removal of such Retained Transmission Facilities and, in accordance with Section D.9 below, Grantor

shall terminate the Easements for the Easement Areas where the removed Retained Transmission Facilities had been located

c. Other Modifications to Easement Area Boundaries. If either party reasonably determines that modifications to any portion of the description of Easement Areas are necessary it will provide to the other party a description and depiction of the proposed modification in reasonable detail. Neither party will unreasonably withhold its approval of any requested modification, provided that (a) in the case of a modification proposed by Grantor, it will not adversely affect in any material respect the work of Grantee provided for in Section D.3.a above, including the cost or timing thereof, (b) in the case of a modification proposed by Grantee, it will not in any material respect pose a threat to the reliability or safety of any Retained Facilities or to the efficiency of Grantor's operations, and (c) if the request is made to the originally named Grantee, it is acceptable to the State of Oregon as the anticipated successor to the originally named Grantee.

9. Termination.

The Easements may be terminated as to all or any portion of the Easement Areas by mutual, written agreement and the tender and recording of a quitclaim deed by Grantor. In the event Grantor elects to terminate any Easement or portion thereof it shall so notify Grantee, and in a timeframe that is reasonable relative to Grantor's other public utility duties, remove the Retained Facilities from the portions of the Easement Areas relating to the Easement to be terminated. Grantor shall not terminate any aspect of the Easements without removing the associated Retained Facilities.

10. Interpretation/Enforcement.

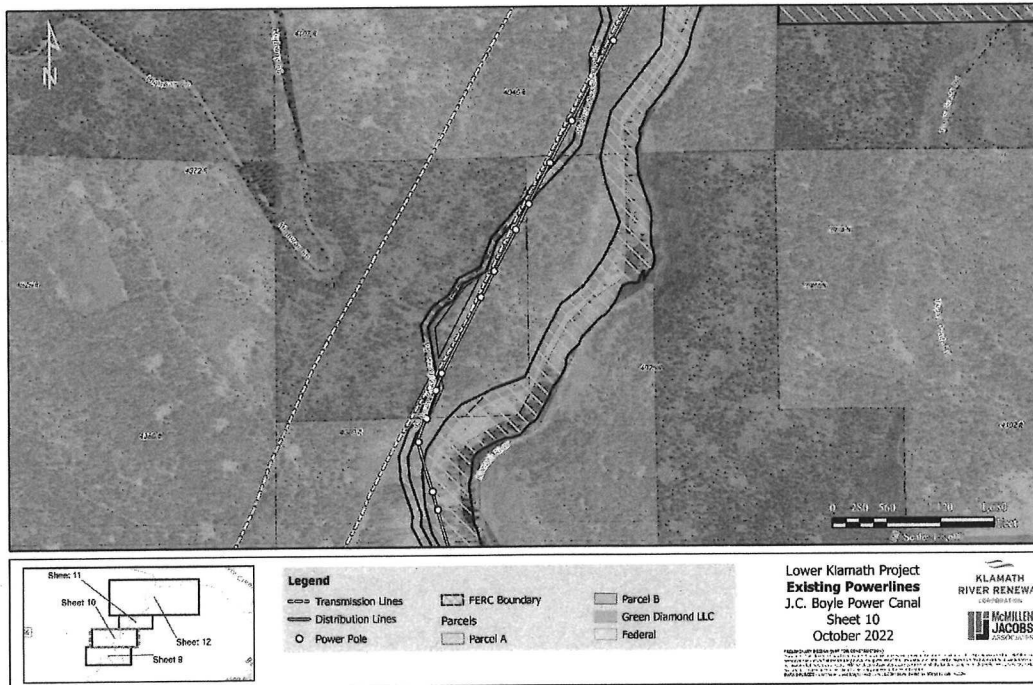
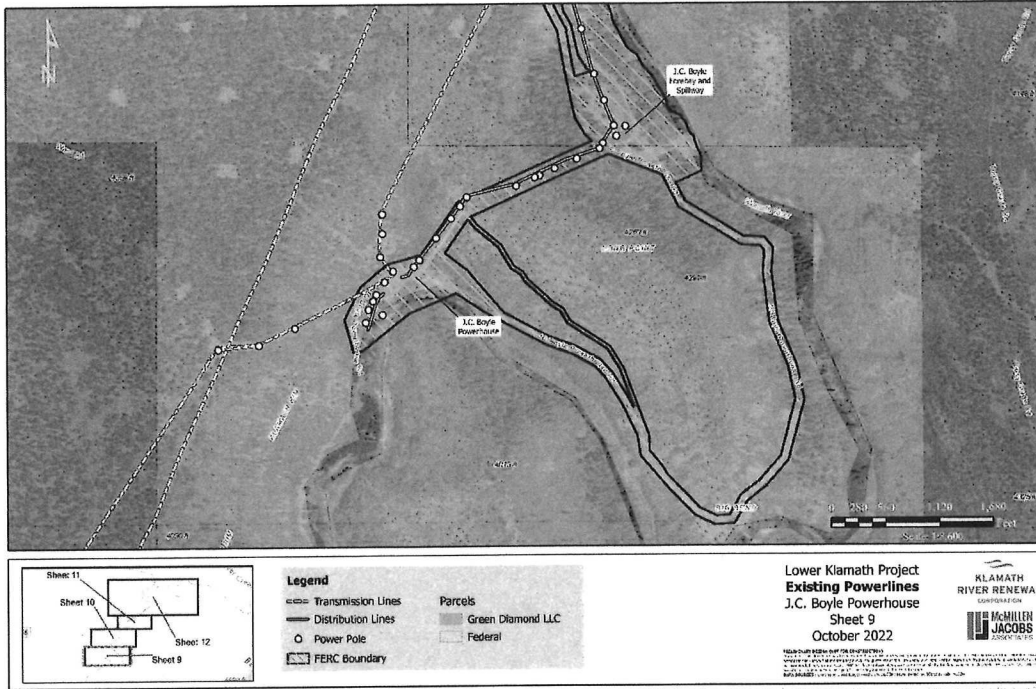
The Easement Areas are located in Oregon. The terms herein shall be interpreted and made enforceable as to any particular Easement Area or Retained Facilities under the laws of the State of Oregon.

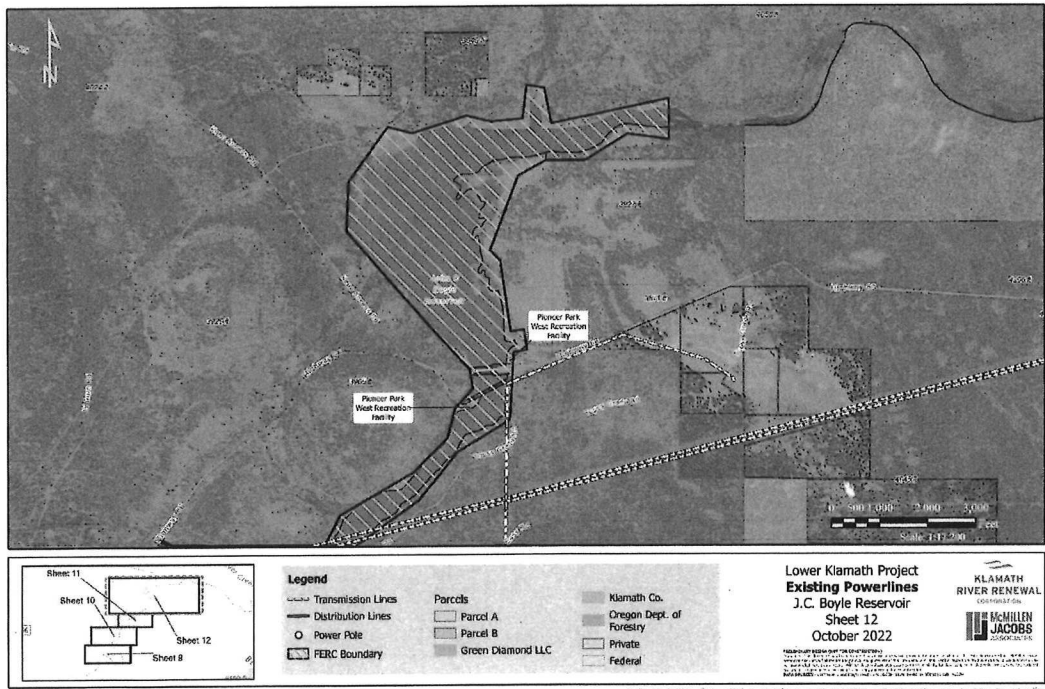
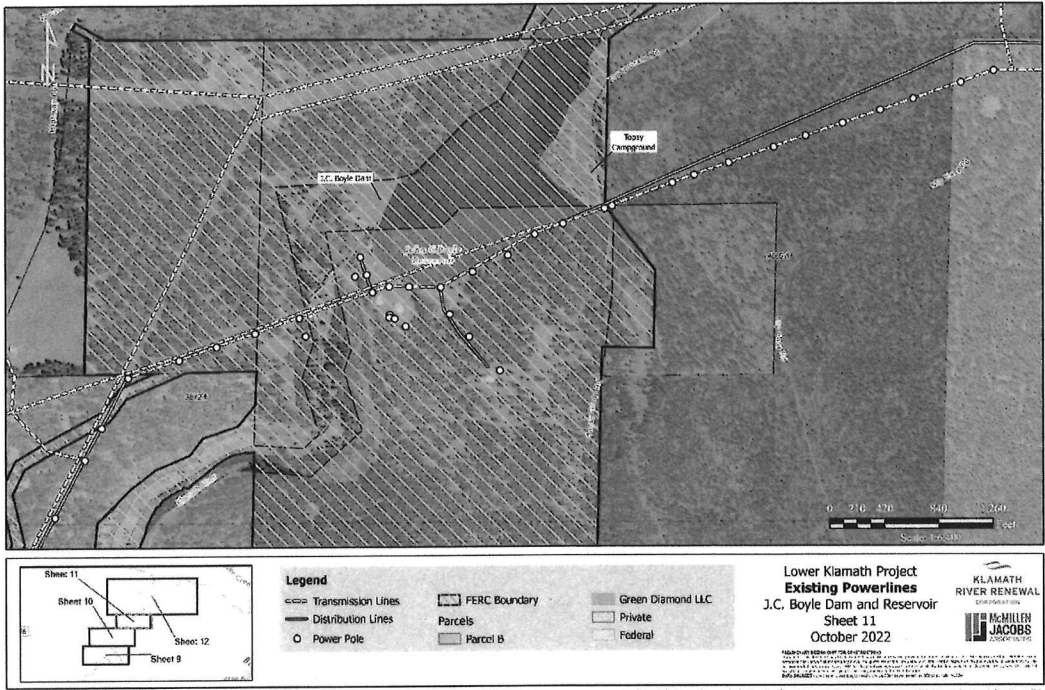
11. Running With the Land; Successors and Assigns.

The terms and conditions of the Easements are intended to run with the land and shall bind and inure to the benefit of Grantor's and Grantee's respective successors and assigns

###

**EASEMENT EXHIBIT A  
RETAINED TRANSMISSION FACILITIES**









**EASEMENT EXHIBIT B**  
**MODIFICATIONS TO TRANSMISSION FACILITIES BUFFER ZONES**

**NONE**

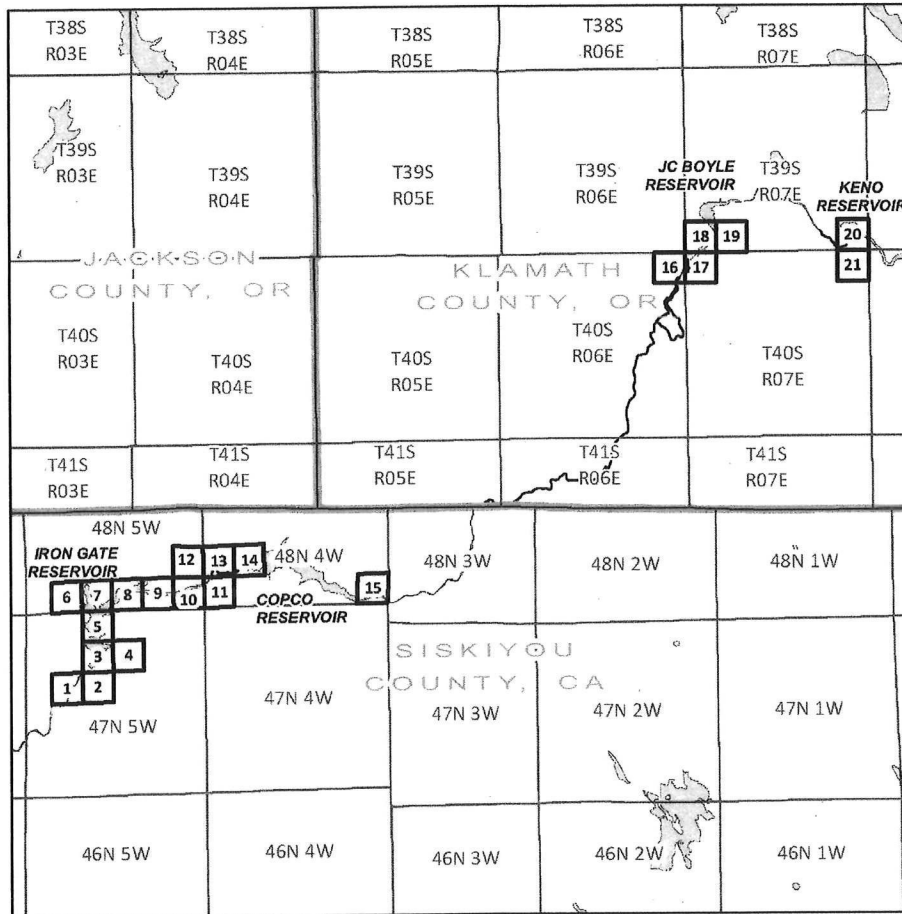
EASEMENT EXHIBIT C

[RESERVED]





EASEMENT EXHIBIT D

[RESERVED]

EASEMENT EXHIBIT E  
PRINCIPAL ACCESS ROUTES



**Parcel B - Primary Access Routes - Overview**

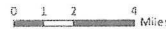
-  Map Page
-  Water Body
-  County
-  PLSS CadNSDI Township



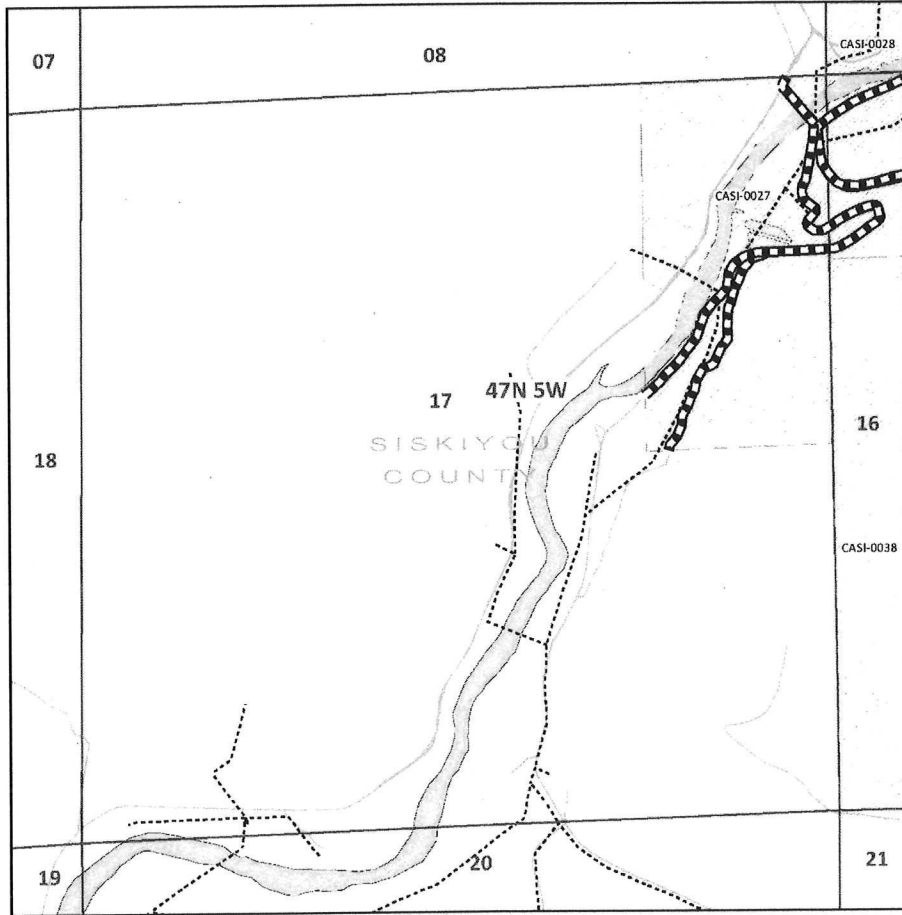
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Solutions Group  
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Parcel B - Primary Access Routes (47N 5W 17)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body

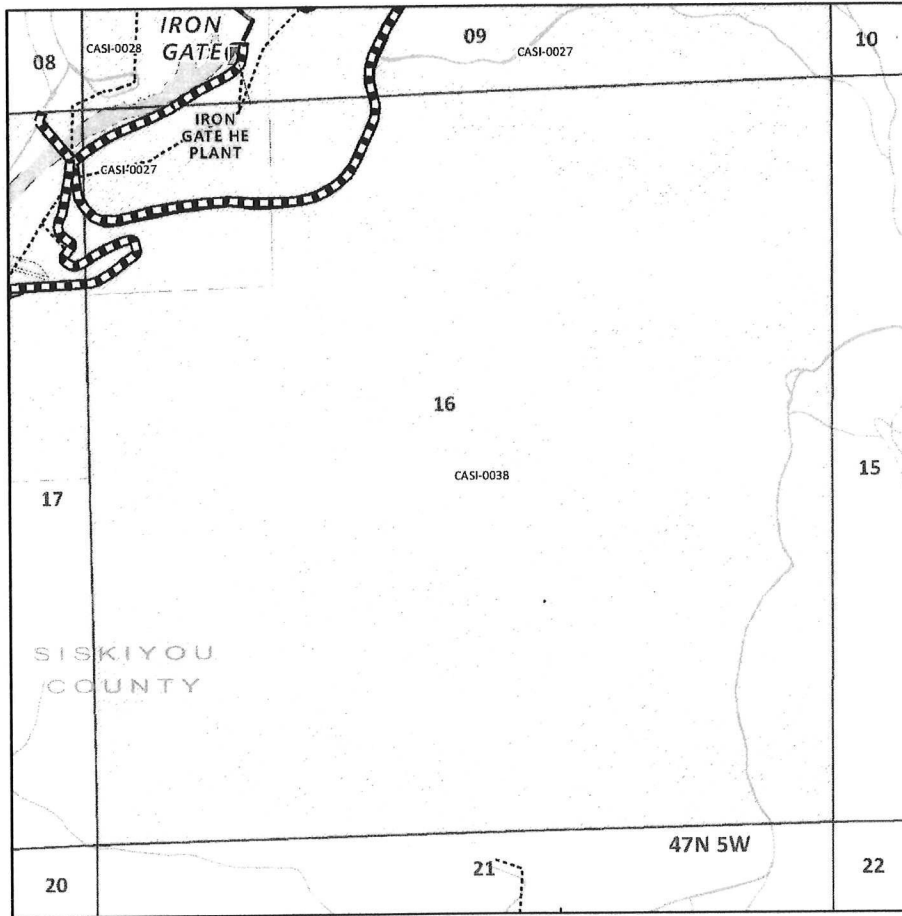
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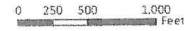
Parcel B - Primary Access Routes (47N 5W 16)

- Primary Access Routes
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body
- Generation - to be removed
- Distribution Sub
- Transmission Sub
- Distribution Line
- Transmission Line

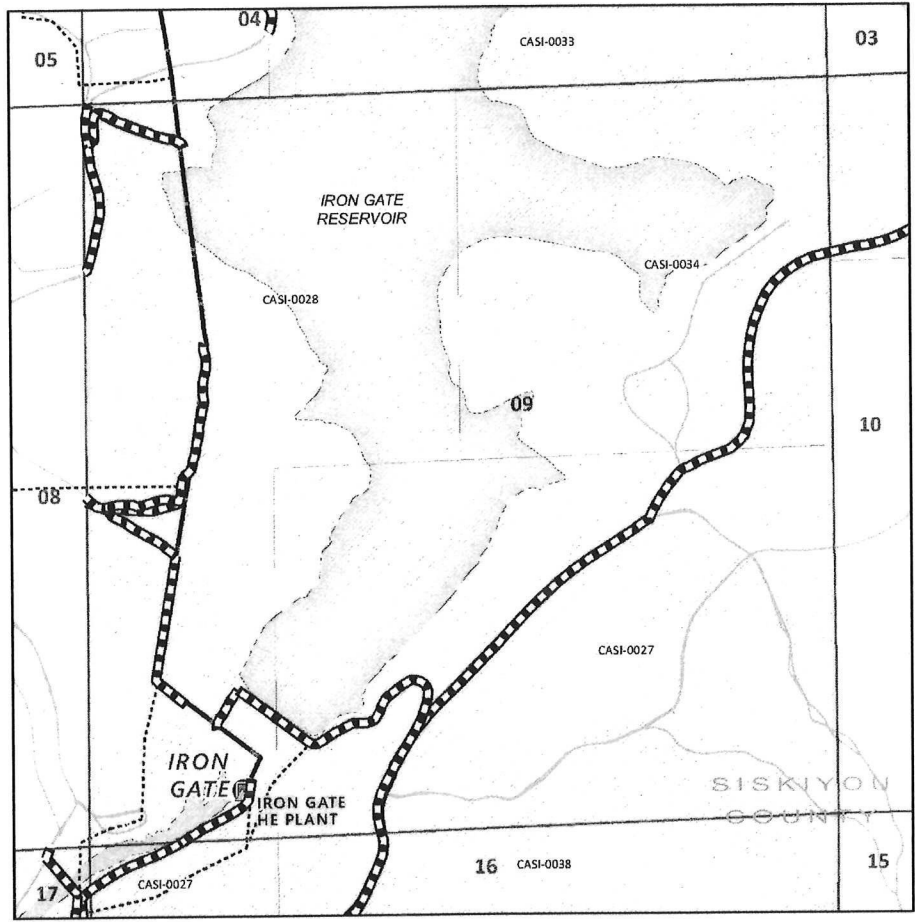


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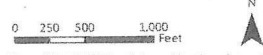
Parcel B - Primary Access Routes (47N 5W 09)

- Primary Access Routes
- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Generation - to be removed
- Distribution Sub
- Transmission Sub
- Distribution Line
- Transmission Line

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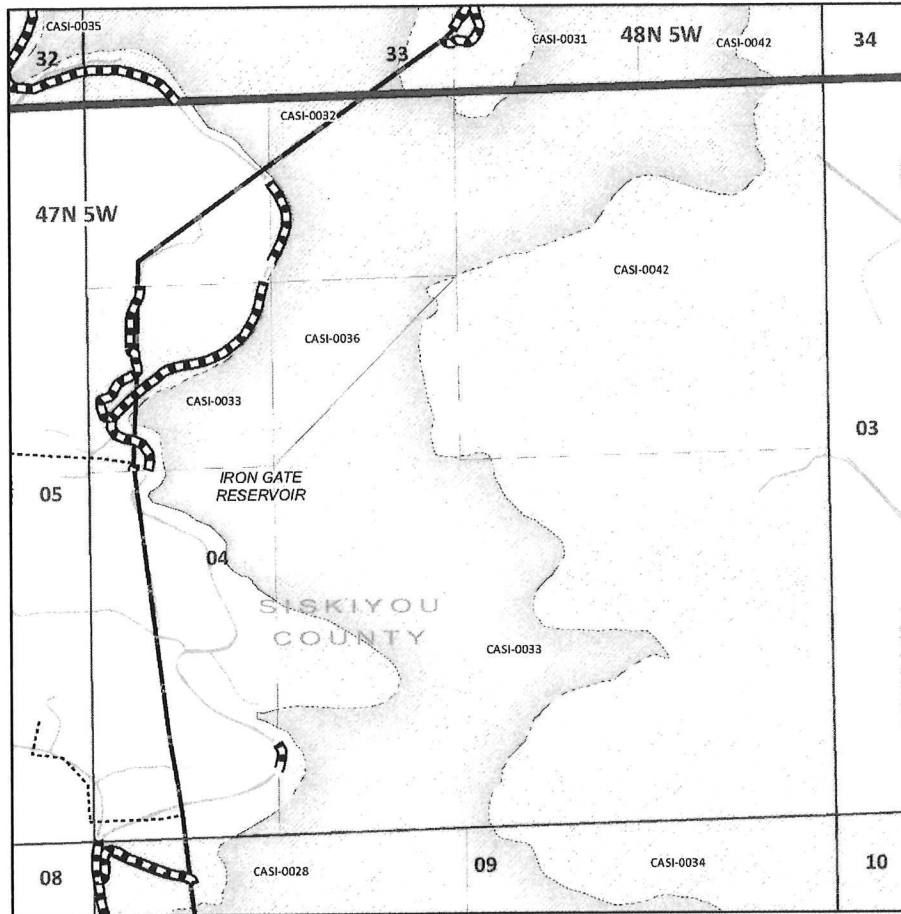
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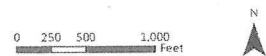
Parcel B - Primary Access Routes (47N 5W 04)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section



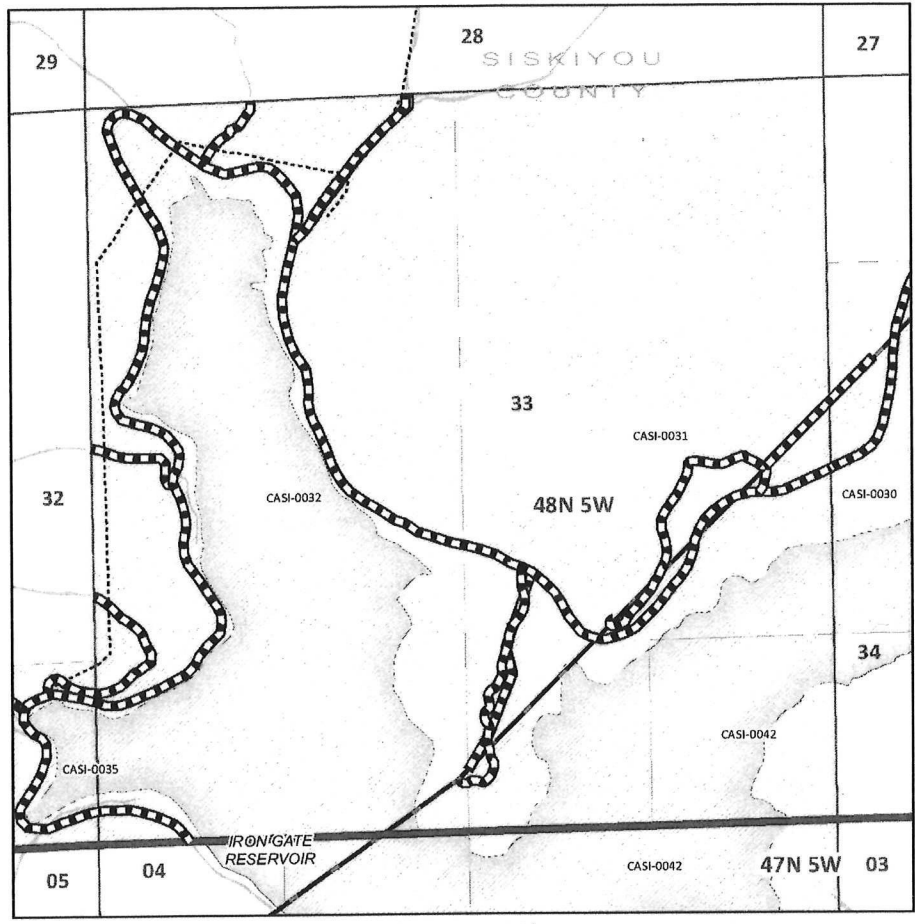
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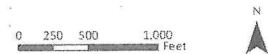
**Parcel B - Primary Access Routes (48N 5W 33)**

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- Transmission Line
- Parcel B Lands
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- PLSS CadNSDI Section

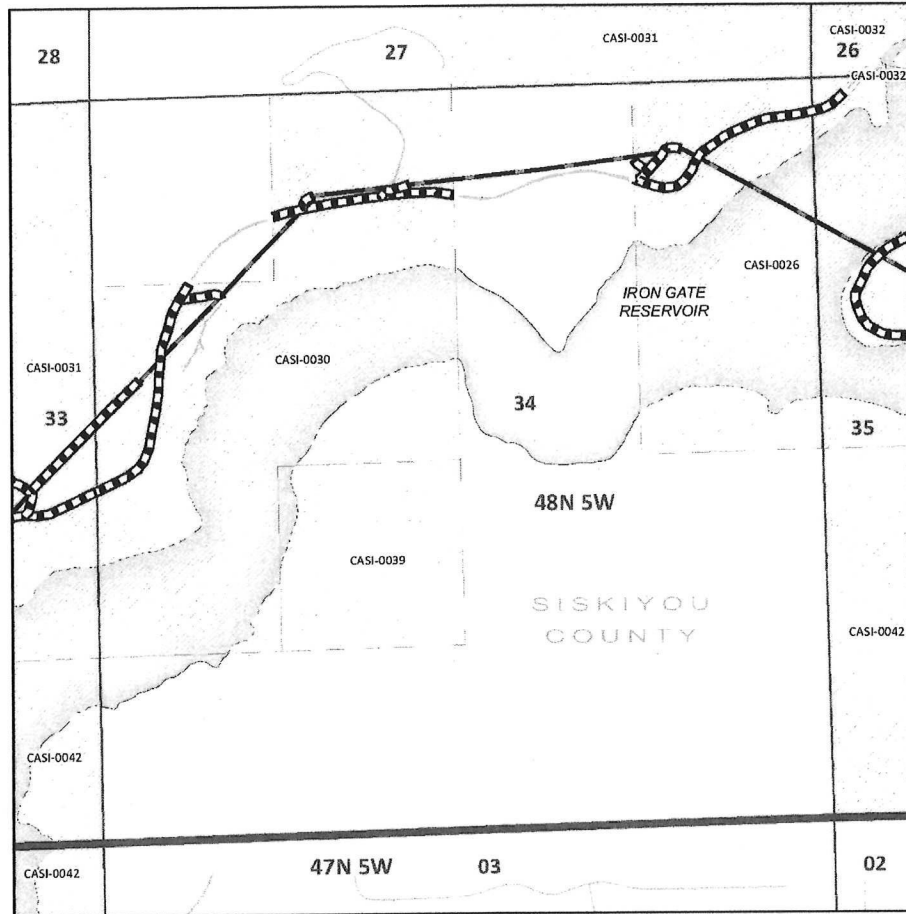
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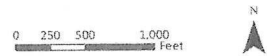
**Parcel B - Primary Access Routes (48N 5W 34)**

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- Other Roads, non-reserved
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section



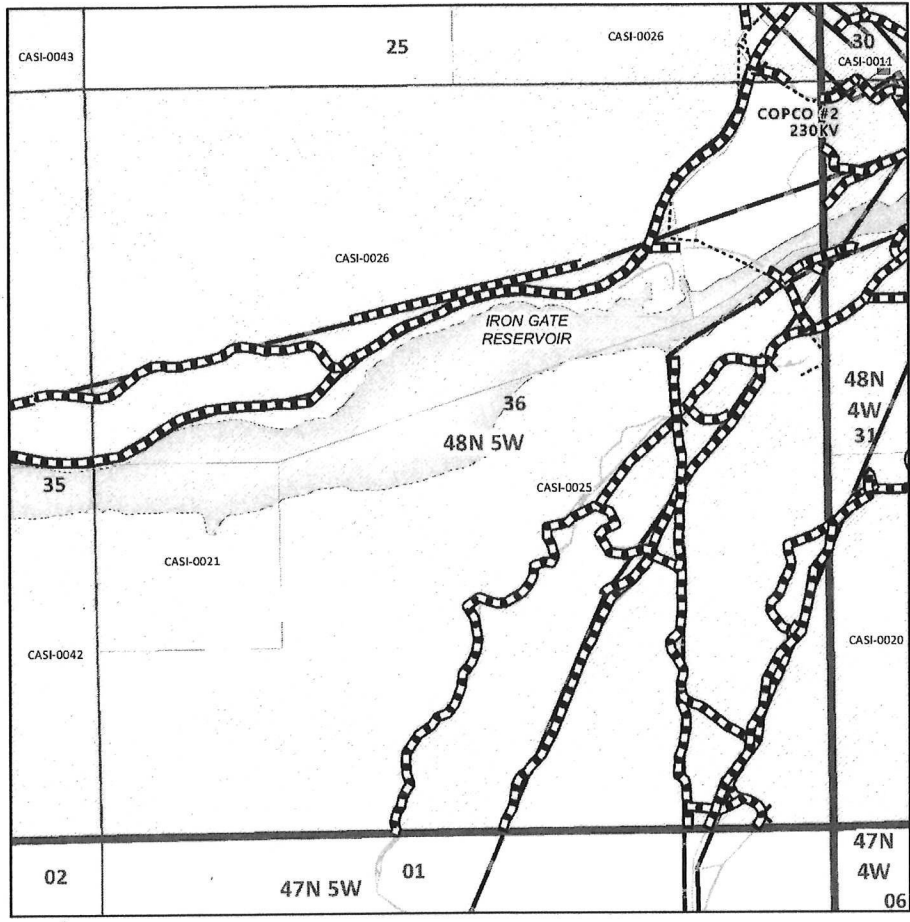
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Parcel B - Primary Access Routes (48N 5W 36)

- Primary Access Routes
- Other Roads, non-reserved
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Transmission Sub
- Distribution Line
- Transmission Line

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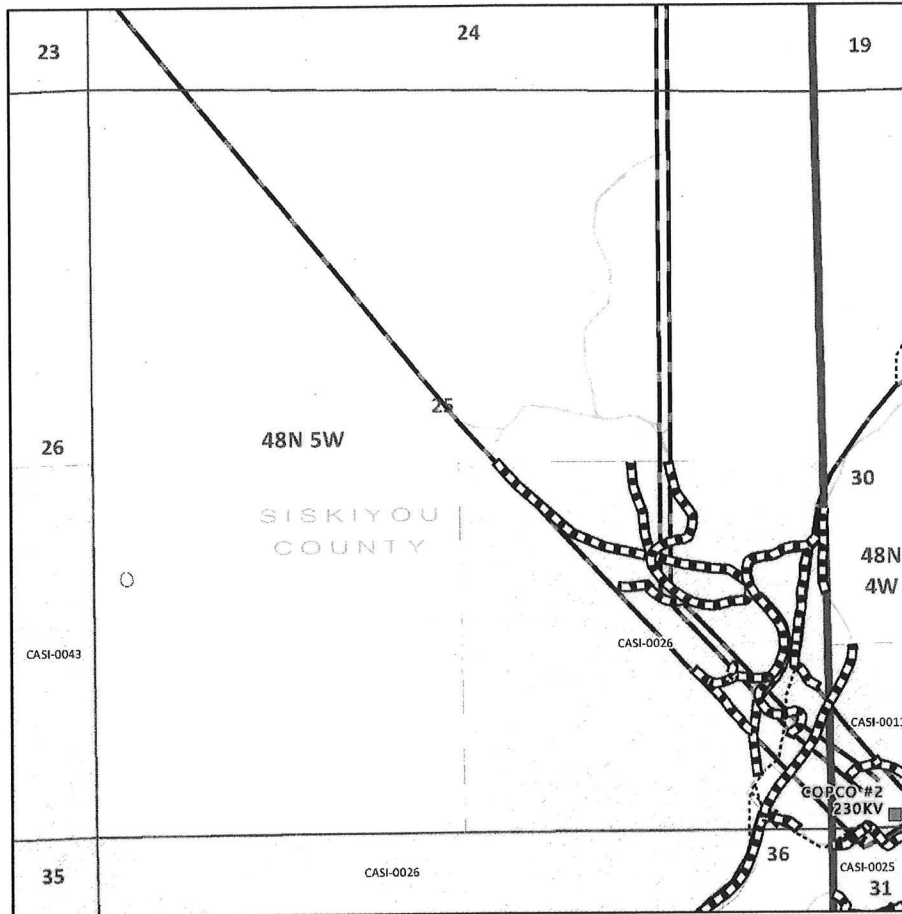
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Parcel B - Primary Access Routes (48N 5W 25)

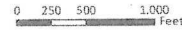
- Primary Access Routes
- Other Roads, non-reserved
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body
- Generation - to be removed
- Transmission Sub
- Distribution Line
- Transmission Line



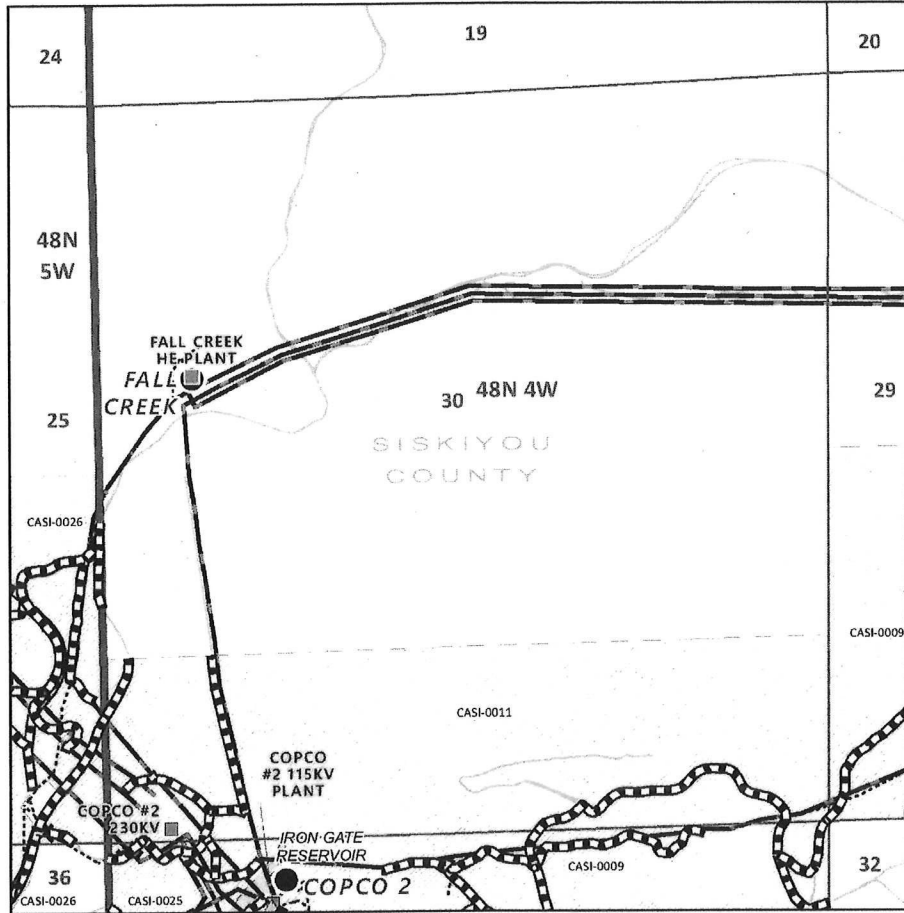
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Parcel B - Primary Access Routes (48N 4W 30)

- Primary Access Routes
- Other Roads, non-reserved
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Generation - to be removed
- Distribution Sub
- Transmission Sub
- Distribution Line
- Transmission Line

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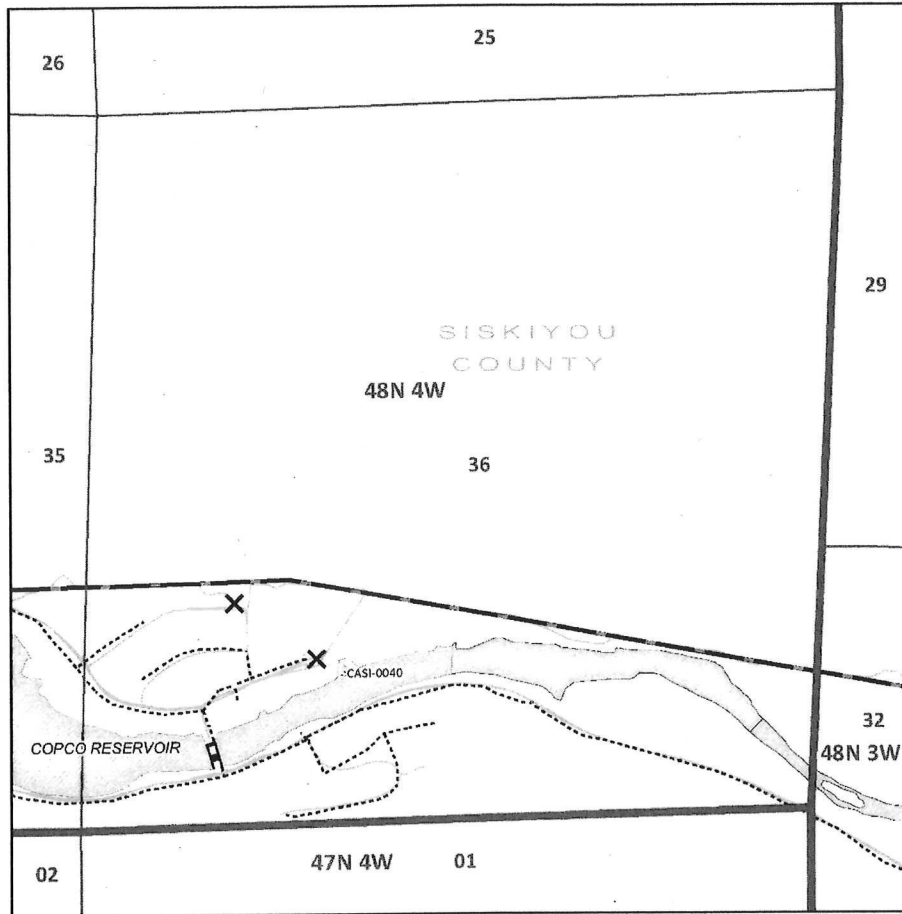
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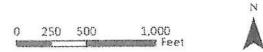
Parcel B - Primary Access Routes (48N 4W 36)

- Primary Access Routes
- Other Roads, non-reserved
- Transmission Line
- Gate
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Water Body
- Distribution Line



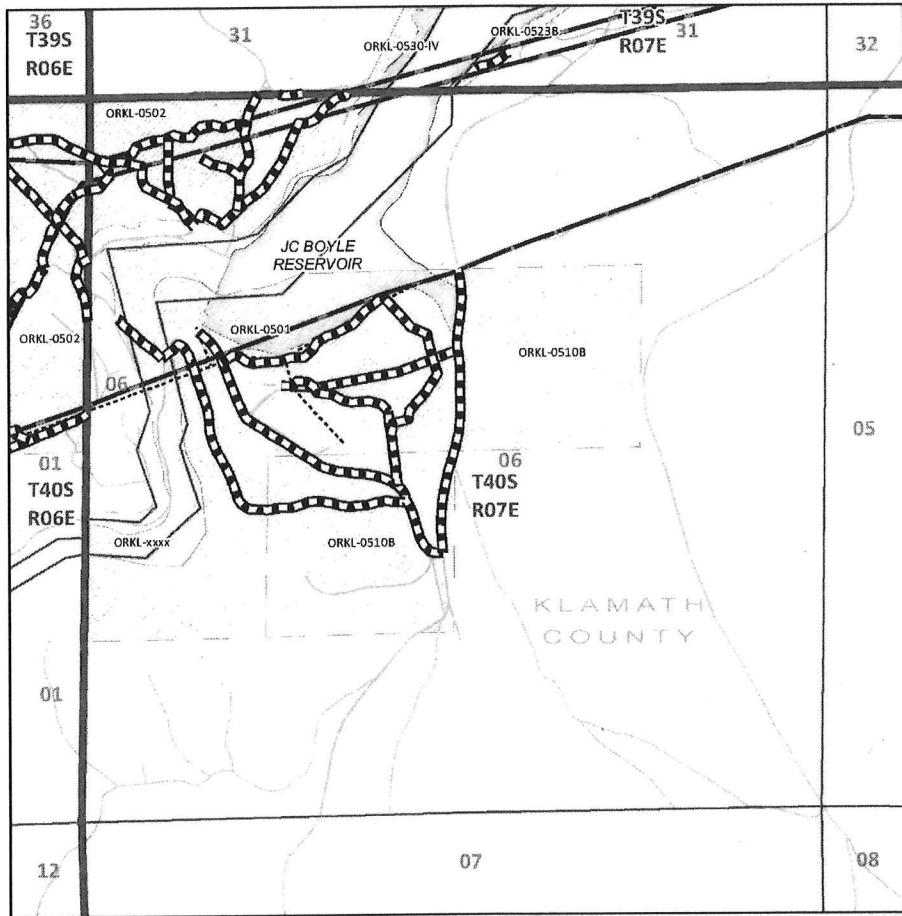
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Parcel B - Primary Access Routes (40S 7E 06)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

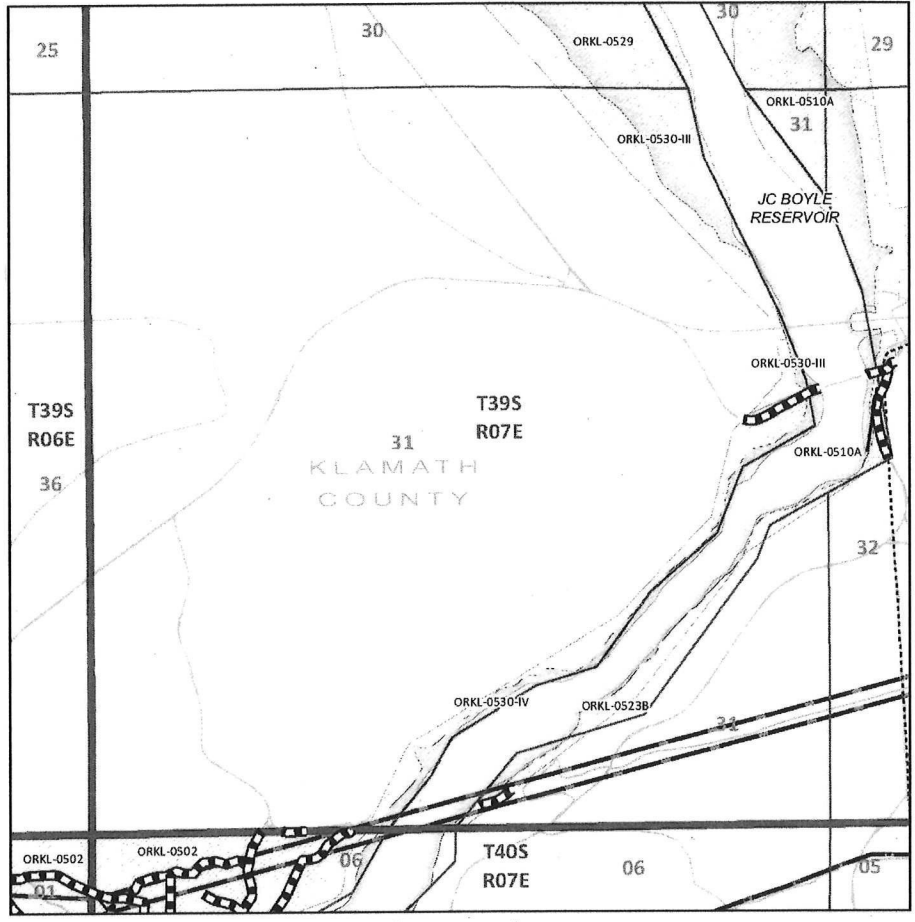
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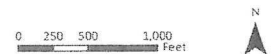
Parcel B - Primary Access Routes (39S 7E 31)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section

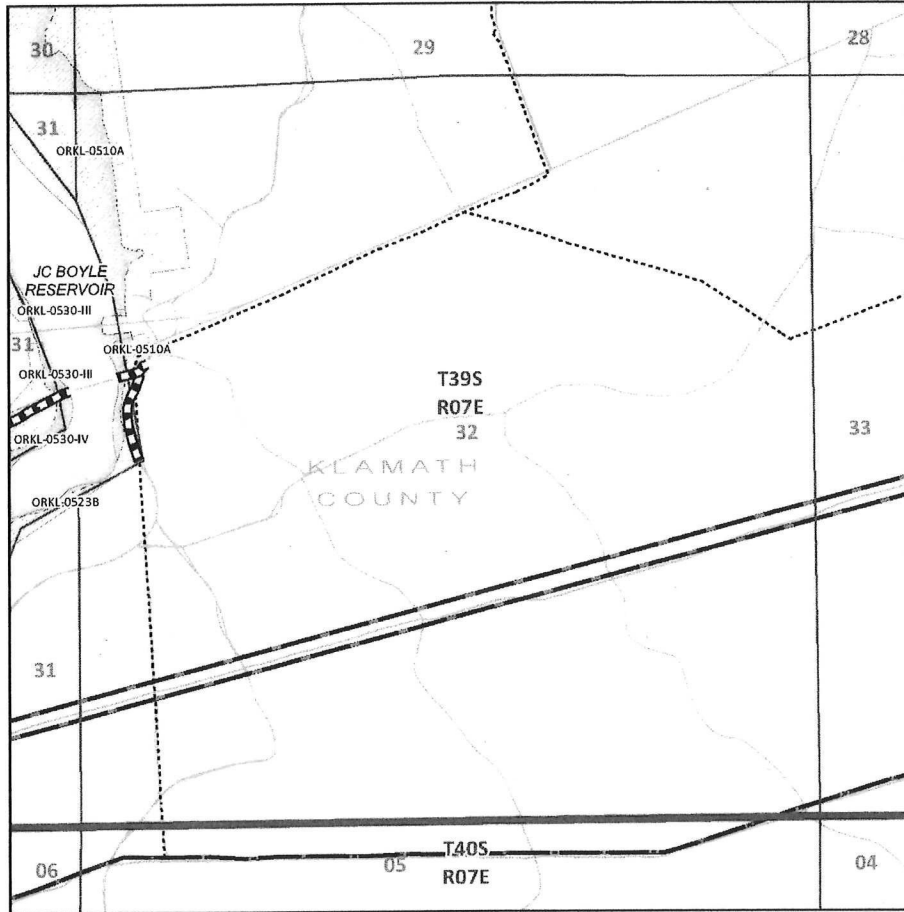
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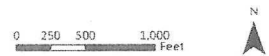
Parcel B - Primary Access Routes (39S 7E 32)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section



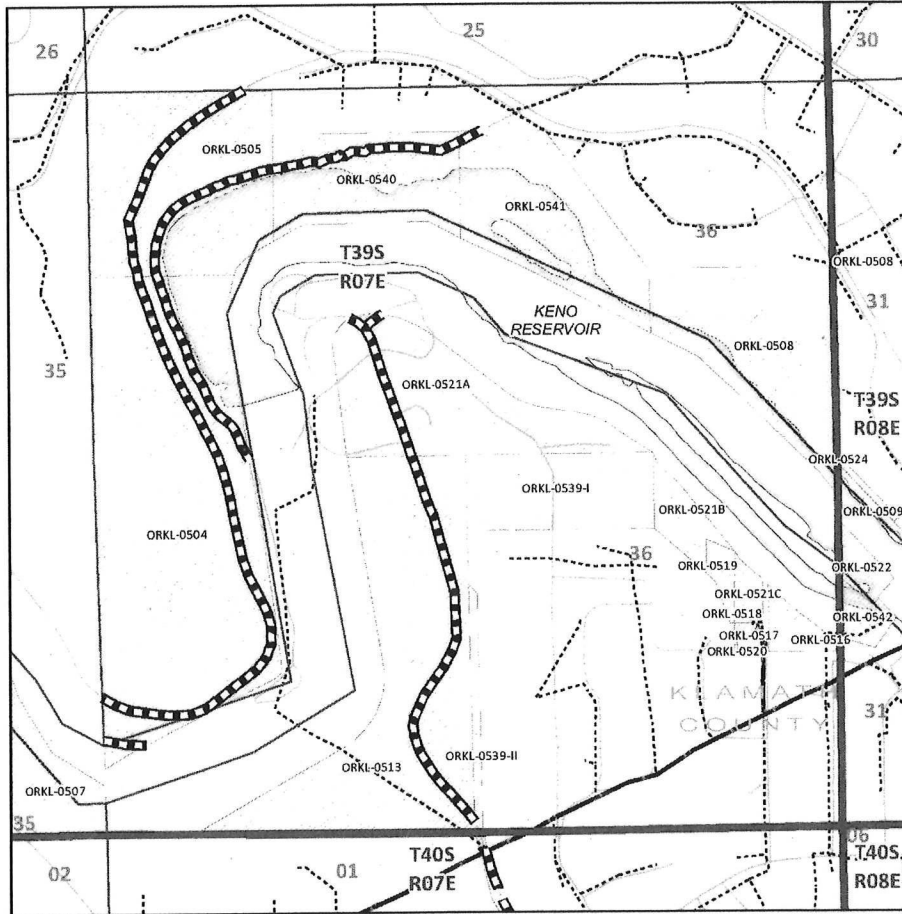
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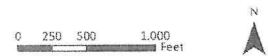
Parcel B - Primary Access Routes (39S 7E 36)

- Primary Access Routes
- Other Roads, non-reserved
- Distribution Line
- Transmission Line
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section
- Distribution Sub



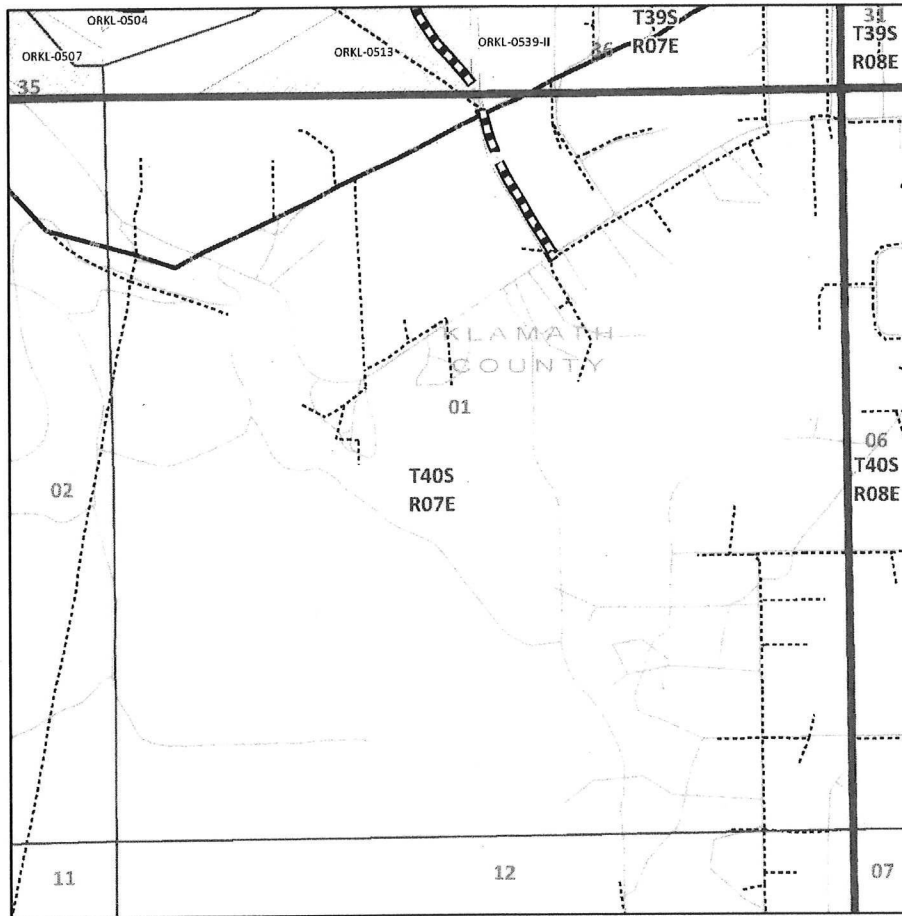
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37 - EXHIBIT C TO STATUTORY WARRANTY DEED



Parcel B - Primary Access Routes (40S 7E 01)

- Primary Access Routes
- Distribution Line
- Other Roads, non-reserved
- Transmission Line
- Parcel B Lands
- County
- PLSS CadNSDI Township
- PLSS CadNSDI Section



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