

After Recording Return To:
Portland General Electric Company
121 SW Salmon Street, 1WTC1302
Portland, OR 97204-9951
Attn: Meredith Armstrong, PGE PRO

(Space above this line for Recorder's use.)

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (this "Deed Restriction") is made effective as of the 13^h day of November, 2024, by *PORTLAND GENERAL ELECTRIC COMPANY*, an Oregon Corporation, 121 SW Salmon Street, Portland, Oregon 97204-9951 ("Declarant").

RECITALS

A. Declarant is the owner of the property located generally at 1705 22nd St SE, , Salem, Marion County, Oregon (Parcel No. 073W35AC01700/527837), as more specifically described and depicted in the attached *Exhibit "1"*, upon which Declarant has sited and operates Declarant's Oxford Electrical Substation (the "Oxford Substation Property").

B. Declarant is the owner of the property located generally at 1615 22nd St SE , Salem, Marion County, Oregon (Parcel No 073W635AC01600/527838 .), as more specifically described and depicted in the attached *Exhibit "2"*, upon which Declarant has sited and operates Declarant's Salem Energy Storage (the "Salem BESS Property").

C. Declarant wishes to identify the specified portions of the respective properties to be utilized for joint and reciprocal access to the properties as depicted in *Exhibit "3"* hereto (the "Joint Access") in accordance with and for the purpose of fulfilling the requirements of the City of Salem Site Plan Review (City Ref No. 24-118643).

D. Declarant has agreed to execute and acknowledge this Deed Restriction and record the same in the Official Records of Marion County, Oregon.

TERMS AND CONDITIONS

1. **Declaration of Restriction.** Declarant hereby declares that the Oxford Substation Property and the Salem BESS Property shall be held, sold, and conveyed in perpetuity subject to the following restrictions and covenants, which shall run with the land, and each and every portion thereof, and shall be binding upon all parties having or acquired any right, title, or interest therein.

2. **Deed restriction.** Declarant establishes a restriction over the specified portions of the Oxford Substation Property and the Salem BESS Property for joint and reciprocal access to the respective properties subject to and in accordance with the terms and conditions set forth herein as depicted in *Exhibit "3"* hereto.

3. **Improvements and Maintenance.** Declarant reserves the right to maintain and to make future modifications and improvements to the respective properties, including but not limited to informational signage, placement of site boundary markers, installation of fences and security features, and

construction, operation, and maintenance of electric power generation facilities and related utility facilities, and the like, if, and to the extent allowed by applicable law.

4. **Conditions.** This Deed Restriction is subject to and conditioned upon each of the following which are for the benefit of Declarant.

4.1 **Conveyance.** In the event all or any portion of the respective properties is conveyed to a party other than Declarant such party shall accept such conveyance subject to all limitations and restrictions included in such conveyance and shall undertake all obligations and assume such liabilities and risk of loss specified therein. In the absence of anything to the contrary contained in such conveyance, the obligations of Declarant and such party shall be as provided in ORS 105.175 in effect as of the time of the conveyance.

4.2 **Condition of Entry.** All persons entering upon the respective properties shall do so on the condition that such individuals assume the sole risk and liability associated with, and release Declarant from and against any damages or liability arising out of or in any way related to such individual's presence and/or activities on the Property and further on the condition that such individuals indemnify, defend and hold Declarant harmless in connection with any damage to the Property, to any person, and/or all other losses, liabilities, costs and expenses arising from or in any way related to such individual's presence and/or activities on the Property.

4.3 **Limitations on Use.** No use of the respective properties shall at any time be incompatible with the safety, security, integrity or efficient operation of Declarant's facilities on the respective properties nor shall Declarant's access to its facilities be interrupted or impeded in any fashion. Declarant reserves the continuing right to provide or adopt security measures regarding any portion of the respective properties or to prevent third parties from accessing any portion of the properties.

4.4 **Limitation of Remedies.** In no event shall Declarant be liable to any person or entity for any special, consequential, incidental, indirect, exemplary or punitive damages, however caused, arising out of or in any way related to the presence and/or activities of any such individual or entity on or about the respective properties, or any portion thereof, regardless of the form of action, whether for breach of contract, breach of warranty, tort, negligence, strict product liability or otherwise, howsoever caused, whether or not arising from the sole, joint or concurrent negligence of Declarant and whether or not a party has been advised of the possibility of such damages.

5. **Effect of This Agreement.** This Deed Restriction shall run with the land as to all property burdened and benefited. The rights, covenants, and obligations contained in this Declaration shall bind, burden, and benefit the successors and assigns of Declarant.

6. **No Public Dedication.** This Deed Restriction may not be construed as a gift or dedication of the Property, or any portion thereof, to the general public, nor as a right of use or access by the general public.

7. **Termination or Amendment.** No part of this Deed Restriction may be terminated, amended, or revoked without the written approval of the Declarant.

8. **Severability.** If any provision of this Deed Restriction is or becomes illegal or unenforceable for any reason, the remaining provisions will remain in full force and effect.

9. **Choice of Law.** The interpretation and performance of this Deed Restriction and each of the terms and conditions hereof shall be governed by the laws of the State of Oregon.

[Signature of Declarant on Following Page]

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the date first above written.

DECLARANT:

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon Corporation

By: _____
Name: Meredith Armstrong
Title: Manager, PGE Property Rights Organization

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2024, by Meredith Armstrong as the Manager, PGE Property Rights Organization and authorized representative of **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation (“Declarant”) on behalf of the corporation.

Notary Public for Oregon

Attachments:

- Exhibit “1”* - Description and Depiction of Oxford Substation Property
- Exhibit “2”* - Description and Depiction of Salem BESS Property
- Exhibit “3”* - Depiction of Joint Access

Exhibit "1" - Description of Oxford Substation Property

Beginning at a point on the South line of Oxford Street which point is 60 feet South $0^{\circ}35'$ East from the Southeast corner of Block 3, Lafky Addition to Salem in Marion County, Oregon; thence South $89^{\circ}02'$ East along the South line of Oxford Street 416.93 feet to the West line of a tract of land reserved in a Deed given by Vera Mack to Warren Northwest, Inc., recorded in Volume 435, page 32, Deed Records for Marion County, Oregon; thence South $0^{\circ}12'$ West 242.26 feet; thence South $89^{\circ}2'$ East 139.76 feet, more or less, to the West line of 22nd Street, S.E., as the same is now located and established; thence South $0^{\circ}26'$ West along the West line of 22nd Street S.E., a distance of 262.90 feet, more or less, to the Westerly projection of the South line of Electric Street; thence North $89^{\circ}02'$ West, parallel with the South line of Oxford Street, 557 feet, more or less, to a point which is South $0^{\circ}35'$ East from the place of beginning; thence North $0^{\circ}35'$ West 505.16 feet, more or less, to the place of beginning.

Exhibit 1 - Depiction

 Oxford Substation
Property

APN:
073W35AC01700



© COPYRIGHT PORTLAND GENERAL ELECTRIC

ALL RIGHTS RESERVED

OXFORD ST SE

22ND ST SE

073W35AC01700

0 20 40 80 US Feet



DISCLAIMER: The graphic representations and other information/data contained herein (collectively the "depiction") is the property of PGE. The depiction is made available for your review for informational purposes only. The depiction does not represent a legal survey or a legal boundary description. Information derived from GIS data is subject to change. As depicted property lines, easement areas, improvements, features, and the like may not correspond to actual locations. The depiction is provided "as is" without any guarantee, representation or warranty of any kind, either express, implied, or statutory. PGE assumes no liability with respect to any reliance you place on the depiction.

Exhibit "2" - Description of Salem BESS Property

Beginning at a point on the South line of the land formerly owned by Chas. Craft by virtue of a decree of partition made and entered in the Circuit Court of the State of Oregon for the County of Marion in a suit wherein said Chas. Craft was Plaintiff and the widow and Heirs of Joseph Watt, deceased, were Defendants; said point being 2357.80 feet South 89° 2' East from the Southwest corner of said land; thence South 89° 2' East along the South line of said Craft land 161.03 feet to the center of a 60.00 foot road; thence South 0°.28' West along the center of said road, 272.26 feet; thence North 89° 2' West 159.76 feet to an iron pipe; thence North 0° 12' East 272.26 feet to the place of beginning, and being situated in the James Davidson Donation Land Claim in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon.

Save and Except the rights of the public in and to the North 30' included in Oxford Street and the East 30' included in South 22nd Street.

OXFORD ST SE

073W35AC01600

22ND ST SE

Exhibit 2 - Depiction

 Salem BESS Property

APN:
073W35AC01600

ADDRESS:
1615 22ND ST SE SALEM
OR 97302



© COPYRIGHT PORTLAND GENERAL ELECTRIC

ALL RIGHTS RESERVED

0 20 40 80 US Feet



DISCLAIMER: The graphic representations and other information/data contained herein (collectively the "depiction") is the property of PGE. The depiction is made available for your review for informational purposes only. The depiction does not represent a legal survey or a legal boundary description. Information derived from GIS data is subject to change. As depicted property lines, easement areas, improvements, features, and the like may not correspond to actual locations. The depiction is provided "as is" without any guarantee, representation or warranty of any kind, either express, implied, or statutory. PGE assumes no liability with respect to any reliance you place on the depiction.

Exhibit 3 - Depiction

-  New Salem BESS
-  Joint Access
-  Substations

APN:
073W35AC01600
073W35AC01700

OXFORD ST SE

New Salem
BESS

073W35AC01700

073W35AC01600

OXFORD

22ND ST SE

0 20 40 80 US Feet



© COPYRIGHT PORTLAND GENERAL ELECTRIC

ALL RIGHTS RESERVED

DISCLAIMER: The graphic representations and other information/data contained herein (collectively the "depiction") is the property of PGE. The depiction is made available for your review for informational purposes only. The depiction does not represent a legal survey or a legal boundary description. Information derived from GIS data is subject to change. As depicted property lines, easement areas, improvements, features, and the like may not correspond to actual locations. The depiction is provided "as is" without any guarantee, representation or warranty of any kind, either express, implied, or statutory. PGE assumes no liability with respect to any reliance you place on the depiction.