

December 19, 2019

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-3398

Attn: Filing Center

RE: UPN ____ —PacifiCorp Notice of Property Disposition—Lease

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power hereby provides notice of the company's agreement to enter into a lease agreement (Lease) with Manheim Remarketing, Inc. (Manheim) allowing Manheim to utilize transmission land located in Davis County, Utah (Premises), for temporary motor vehicle storage. In accordance with the terms of the Lease, Manheim will pay PacifiCorp \$3,183.7 per month for the first year of the Lease and \$3,278.56 per month for the second year. Manheim has the option to extend the Lease for two additional two-year terms, with annual increases of three percent. A copy of the Lease is provided as Attachment A.

Manheim made a request to PacifiCorp to use the Premises for the purpose of temporary motor vehicle storage in conjunction with its auto auction business located adjacent to the Premises. Under the terms of the Lease, Manheim will conduct its business in a manner that will not conflict with PacifiCorp's current or future use of the Premises. ORS 757.480(2) requires notice be provided within 60 days of the completed transaction. The Lease between PacifiCorp and Manheim was executed on October 25, 2019.

The total compensation agreed to for the Lease was \$77,539.64 for the full two-year term, on a total company basis, of which approximately \$20,200 is allocated to Oregon. Providing the Lease to Manheim will not interfere with PacifiCorp's ability to operate its facilities or impede access to the company's property. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

PacifiCorp respectfully requests that all correspondence and information requests regarding this matter be addressed to:

By email (preferred): datarequest@pacificorp.com.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

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Please direct any informal questions with respect to this filing to Jennifer Angell, Regulatory Project Manager, at 503-331-4414.

Sincerely,

A handwritten signature in black ink, appearing to read 'Etta Lockett', with a long horizontal flourish extending to the right.

Etta Lockett

Vice President, Regulation

ATTACHMENT A
LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this 25th day of October, 2019, by and between PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power ("Lessor") and MANHEIM REMARKETING, INC., a Delaware corporation ("Lessee").

RECITALS

A. Lessor owns certain real property, hereinafter referred to as the "Premises," located at approximately 500 South and 1700 West, Woods Cross, in Davis County, State of Utah, described as follows:

BEN LOMOND -- TERMINAL LANDS

Parcel 1

Beginning at the northwest corner of Section 26, T. 2 N., R. 1 W., S.L.M., thence S. 0°19'54" W., 568.91 feet, thence N. 28°08' E., 645 feet, more or less, to an existing fence line on the north line of said Section 26, thence West 300 feet, more or less, along said fence line to the point of beginning, and being in the NW¼ of the NW¼ of said Section 26. Containing 1.96 acres, more or less.

Parcel 2

Beginning at the southwest corner of Section 23, T. 2. N, R. 1 W., S.L.M., thence N. 0E05'15" E. 761.31 feet, thence S. 89E34' E. 704.90 feet, thence S. 28E08' W. 857 feet, more or less to an existing fence line on the south line of said Section 23, thence West 300 feet, more or less, along said fence line to the point of beginning, and being in the SW3 of the SW3 of said Section 23. Containing 8.76 acres, more or less.

Total lease area is approximately 10.72 acres

B. Lessee operates its business on that certain real property, hereinafter referred to as the "Adjacent Property," in Davis County, state of Utah and more particularly described on Exhibit "A" attached to and incorporated into this Lease by reference. The west boundary of the Adjacent Property is adjacent to and contiguous with the east boundary of the Premises.

C. Lessor has used and will continue to use the Premises for the construction, operation, maintenance, repair, and replacement of transmission and distribution lines and other facilities and equipment normally associated with the generation and distribution of power and/or

the use or leased use of the Premises for communication structures and facilities. Lessor also uses and will continue to use the Premises to access adjoining properties and facilities, including properties and facilities that may be used in the future.

D. Lessee desires to use the Premises for the purpose of temporary motor vehicle storage in conjunction with its auto auction business located adjacent to the Premises, and is willing and able to do so in a manner that will not impair or interfere with Lessor's existing or future uses of the Premises in any manner.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and subject to the conditions set forth below, Lessor and Lessee agree as follows:

1. **Lease.** Lessor hereby leases the Premises to Lessee for the purposes specified in this Lease subject to Lessor's existing and future uses of the Premises as identified herein.

2. **Term.** The term of this Lease shall be two (2) years, **commencing on the 1st day of November 2019 (the "Commencement Date") and ending on the 31st day of October 2021**, unless earlier terminated as provided in herein. Lessee shall have the option to extend this Lease for two additional two (2) year terms, provided Lessee is not in default of any of the terms and conditions of the Lease at the time of notification of Lessee's intent to extend or at the commencement of the new term. If Lessee elects such option to extend, Lessee shall provide Lessor with a written notice at least three (3) months prior to the expiration of the current term.

3. **Rent.** Lessee shall pay Lessor a monthly rent payment in the amount of **THREE THOUSAND ONE HUNDRED EIGHTY-THREE DOLLARS AND 07/100 (\$3,183.07)** for the first year of the Lease. The first monthly payment shall be due and payable upon commencement of this Lease. Each month's rent thereafter shall be due and payable on or before the first day of the month, and shall increase three percent (3%) annually on the anniversary date each year throughout the remaining term of this Lease, according to the rent payment schedule below. Upon Lessee's exercise of its option to extend the term of this Lease, the rent payment shall increase by three percent (3%) annually for each successive two (2) year term. The first rent payment shall be due and payable upon date of extension.

Lease Period	Monthly Rent Payment	Total Annual Payment
November 1, 2019- October 31, 2020	\$3,183.07	\$38,196.87
November 1, 2020- October 31, 2021	\$3,278.56	\$39,342.77

Any increase in taxes assessed to the Premises due to Lessee's use or occupation of the Premises shall be borne by Lessee and paid to Lessor within 30 days receipt of the tax notice.

4. **Payment of Rent.**

4.1. Each monthly rent payment shall be due and payable on the first day of the month and shall be paid to Lessor at the following address:

*PacifiCorp
Attn: Central Cashier
RE: Customer #10000144
P.O. Box 5504
Portland, OR 97228-5504*

4.2 **Late Payments.** In the event Lessee fails to make its payment within ten (15) days after the due date specified above, Lessee shall pay, in addition to the rent payment owed, a late payment fee equal to fifteen percent (15%) of the monthly payment owed. If Lessee fails to make its payment within thirty days (30) days after the due date specified above, Lessee shall pay, in addition to the rent payment and late fee owed, a fee equal to twenty percent (20%) of the rent payment owed.

4.3 **Holdover.** If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee shall be deemed to have a month-to-month tenancy and Lessee shall pay to Lessor a monthly installment of rent, at double the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis, for each month or part of a month (without reduction for any such partial month) that Lessee remains in possession of the Premises. Lessee shall vacate and surrender premises on 30 days' written notice which may be given as provided in Section 16.1. In addition, Lessee shall pay to Lessor all direct damages sustained by reason of Lessee's retention of possession of the Premises. The provisions of this Section shall not be deemed to limit or exclude any of Lessor's rights of reentry or any other right granted to Lessor under this Lease or at law.

5. **Lessee's Use of the Premises.** Subject to the terms and conditions of this Lease, Lessor hereby leases the Premises to Lessee for temporary motor vehicle storage in conjunction with its auto auction business located adjacent to the Premises and for no other purpose. Lessee's shall not unreasonably interfere with or impair Lessor's existing and future uses of the Premises. The Premises are leased to Lessee and accepted by Lessee in its present condition without warranty by Lessor as to its present or future condition. Lessee shall maintain the improvements with the exception of the power lines and associated equipment and facilities which are now or hereafter constructed and operated by Lessor on the Premises. . Nothing in this Agreement shall be construed as to give Lessee any leasehold or other rights or interest in the Premises or facilities, nor any right to use Lessor's Premises or other property or facilities except for the uses expressly provided for in this Lease.

5.1. **Non-Use Areas.** Lessee shall not use the interior of any area designated in Section 6.4 as a Non-Use Area for storage and Lessee shall keep the Non-Use Areas clear at all times.

5.2. **Emergency Access.** Upon notice from Lessor, in person or at the phone number designated in Section 16.1, Lessee shall clear all vehicles and equipment from the Premises within three (3) hours.

6. **Improvements.**

6.1 **Written Consent.** Lessee shall not make any improvements or changes to the Premises, including changing existing ground elevation, excavating, constructing any structure, signage, or lighting structure, or landscaping to the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. If Lessee desires to make any changes or improvements to the Premises, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement at least thirty (30) days in advance. In the event Lessee deems the making of any improvement or the changing of any improvement necessary to remove a hazardous condition, Lessee shall notify Lessor and request that Lessor approve the improvement or change in improvement within a shorter time. Lessor shall have the right to approve, modify, or deny the requested change or improvement if Lessor determines that it is likely to interfere with or impair, or has the potential to interfere with or impair, Lessor's current or future use of the Premises.

6.2 **Workmanlike Manner.** All improvements shall be made and maintained in a good and workmanlike manner. Any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, or that harm the Premises in any manner, shall be timely cured by Lessee at Lessee's expense and in a manner satisfactory to Lessor.

6.3 **Removal of Improvements.** All improvements made by Lessee, except improvements which are affixed to the real property, shall be and remain the property of Lessee and may be removed upon the expiration or termination of this Lease. If Lessor is required to dispose of improvements made by Lessee, Lessee agrees to reimburse Lessor for all reasonable costs incurred by Lessor in connection with such disposal.

6.4 **Non-Use Area Marking and Barricades.** The following improvements to delineate Non Use Areas shall be constructed and maintained by Lessee as a condition of this Lease and installed no later than thirty (30) days after the mutual execution of this Lease:

(a). **Designated Non-Use Areas.** The following areas around transmission structures shall be designated as Non-Use Areas: A 25-foot radius area around the 138 kV transmission line structures, and a 50-foot radius area around the 230 kV and the 345 kV transmission line structures. A 25-foot wide strip of land shall be kept open at all times between all structures and sets of structures, beginning at Manheim's access road and continuing west to each set of transmission structures, as shown on Exhibit "B", or such alternate route as the parties designate. The access road shall also be designated as a Non-Use Area.

(b). **Marking.** The perimeter of each Non-Use Areas shall be clearly marked by Lessee by painting red striping and/or crosshatching on paved areas. Lessee shall install bollards or barriers five (5) feet from each structure and surrounding each structure, in order to protect each structure from Lessee's activities.

(c). Lessee shall paint non-use areas with red paint cross hatch no later than thirty (30) days after the mutual execution of this Lease.

7. **Additional Restrictions On Use And Improvements.** Lessee shall not place or store any flammable material, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products, on the Premises. Lessee shall not cause any structure, building, or equipment to be placed, erected, or stored on the Premises. Lessee may not place any object or allow any person to come closer than twenty (20) feet of Lessor's power lines. Lessee assumes all risk of injury or death associated with Lessee's activities near Lessor's power lines. Lessee shall not store vehicles, including attachments such as antennas, at a total height that exceed twelve (12) feet above ground on the Premises.

8. **Assignment and Subletting.** Lessee may not transfer or assign its interest in whole or in part, nor sublet without the express written approval of Lessor; except, Lessee shall have the right, without the necessity of obtaining Lessor's consent, to assign this Lease or sublet all or part of the Premises to any entity that controls, is controlled by or is under common control with Lessee, which acquires all or a portion of Lessee's assets or ownership interests (whether directly or indirectly) or which merges or otherwise consolidates with Lessee (a "Permitted Assignee"). Except for assignments and sublets to Permitted Assignees that do not require Lessor's consent, in the event Lessee requests a transfer, assignment or sublet, Lessee shall pay Lessor, in advance, a processing and review fee of One Thousand and No/100 Dollars (\$1,000.00) per request.

9. **Lessor's Use.** It is understood and agreed upon that Lessor reserves the right to access the Premises at any time for the purpose of maintaining or repairing its existing power lines and associated equipment and facilities, and to place additional lines and equipment upon the Premises. Lessee shall provide access to the Premises to Lessor upon no more than one (1) hour prior notice, for maintenance, inspection and emergency maintenance of the power lines and associated equipment and facilities. Except for the power lines and associated equipment and facilities which are now or hereafter constructed and operated by Lessor on the Premises, Lessor is under no obligation to repair, or maintain any other improvements on the Premises. Lessor also shall reserve the right to add to, change, or enlarge its power lines and associated facilities and structures on the Premises, including such equipment and facilities of others, including fiber optic and cable lines. If such changes require Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee at least thirty (30) days advance notice and Lessee agrees to make any such changes to Lessee's improvements, or use of the Premises at its sole expense. If Lessee fails to timely make the necessary changes or accommodations, Lessor may make the changes itself and bill Lessee for all reasonable costs and expenses of such changes or accommodations, or may terminate this Lease in accordance with Section 13 of this Lease. Lessee acknowledges that a future power line may be constructed within the Premises which may result in minor disruption, or displacement of Lessee's improvements, or temporary loss of access during the time of construction. Lessor shall not be obligated to compensate Lessee for any loss or damage due to the above maintenance or new improvements to the Premises by Lessor. Should Lessee's access to or use of the entire Premises be prevented by Lessor for a period of seven (7) consecutive days or more, Lessor and Lessee may come to a mutual agreement for rent abatement for that period of Lessee's loss of use of the entire Premises.

10. **Compliance With Law.** Lessee shall, at all times, comply with all laws, ordinances, and regulations affecting or pertaining to the use or occupation of the Premises, including

environmental laws and regulations. Lessee shall indemnify, defend, and hold harmless Lessor from loss, cost, or damage by reason of any actual or alleged violation by Lessee thereof, and from any liability, including fines, penalties and other costs, arising out of Lessee's failure to so comply. Lessee shall at all times keep the Premises in a neat and orderly manner satisfactory to Lessor. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining land owners or which may violate the law.

11. Other Indemnification. Lessee shall release, indemnify defend, and hold Lessor harmless from any and all liability, claim, loss, costs, damages, or expenses arising by reason of any personal injury, including death, or property damage, including Lessee's property and the property of all other persons, occurring on or about the Premises, or arising in connection with Lessee's use or occupation of the Premises. Lessee covenants and agrees to, at all times, protect Lessor and the Premises, including Lessor's improvements to or property on the Premises, from any and all injury, damage, or loss by reason of Lessee's occupation of the Premises or from any cause whatsoever growing out of or related to Lessee's use thereof. Lessee shall maintain the Premises free of any liens and encumbrances arising by, through, or under Lessee.

Insurance. Without limiting any liabilities or any other obligations of Lessee, Lessee must secure and continuously carry for the duration of this Lease, with insurers having an A.M. Best Insurance Reports rating of A-:VII or better such insurance as will protect Lessee from liability and claims for injuries and damages which may arise out of or result from Lessee's use or occupancy of the premises and for which Lessee may be legally liable, whether such operations are by Lessee or a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Lessee shall insure the risks associated with the use or occupancy of the premises and this Lease with minimum coverages and limits as set forth below:

11.1. **Commercial General Liability.** Lessee shall maintain Commercial General Liability on the most recently approved ISO (Insurance Services Office) policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a per location basis) to protect against and from loss by reason of bodily injury or property damage, including the following coverages:

- a) Premises and operations coverage
- b) Independent contractors' coverage
- c) Contractual liability
- d) Products and completed operations coverage
- e) Coverage for explosion, collapse and underground property damage
- f) Broad form property damage liability
- g) Personal injury liability, with contractual exclusion removed
- h) Sudden and accidental pollution liability

11.2. **Business Automobile Liability.** Lessee shall maintain Business Automobile Liability on the most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and

accidental pollution liability, with respect to Lessee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

11.3. **Umbrella Liability.** Lessee shall maintain Umbrella or excess liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employers' liability insurance, commercial general liability insurance and business automobile liability insurance above. Lessee shall provide Notice to PacifiCorp if at any time the full umbrella limit required under this Lease is not available, and will purchase additional limits, if requested by PacifiCorp

PacifiCorp does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Lessee, and Lessee shall be solely responsible for any deficiencies thereof.

Additional Insured. The policies required herein shall include PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, servants and insurers as additional insureds arising out of Lessee's use or occupancy of the Premises. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 and ISO Form CG 20 37, or their equivalents which may include a blanket additional insured endorsement.

Lessee's Insurance Primary. To the extent of Lessee's negligent acts or omissions, all policies required by this Contract shall include: (i) provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp (including self-insurance) is excess and not contributory insurance with the insurance required hereunder; and (ii) provisions that the policy contain a cross liability or severability of interest clause or endorsement in the commercial general liability and automobile liability coverage.

No Right of Recovery or Subrogation. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities evidenced by waiver of subrogation wording.

Certificate of Insurance. A certificate of insurance shall be furnished to PacifiCorp confirming the issuance of such insurance prior to commencement of Work by Lessee.

Notice Prior to Change or Cancellation. Lessee shall not cancel or reduce limits of liability without (i) ten (10) calendar days prior written Notice to PacifiCorp if canceled for nonpayment of premium; or (ii) thirty (30) calendar days prior written Notice to PacifiCorp if canceled for any other reason. Lack of notification shall be considered a material breach of this Contract.

Subcontractors Insurance. Lessee shall require Subcontractors who perform Work on the property to carry liability insurance (auto, commercial general liability and excess) and workers' compensation/employer's liability insurance commensurate with their respective scopes of work. Lessee shall remain responsible for any claims, lawsuits, losses and expenses included defense costs that exceed any of its Subcontractors' insurance limits or for uninsured claims or losses.

12. Termination. This Lease may be terminated prior to the expiration of its initial term or any additional term upon the happening of any of the following events:

13.1 **Failure to Pay Rent.** Any failure by Lessee to pay rent, or any other monetary sums required to be paid under this Lease, where such failure continues for ten (10) days after Lessee's receipt of written notice from Lessor specifying such failure; and/or

13.2 **Failure to Observe and Perform.** A failure by Lessee to observe and perform any other term, covenant, or condition of this Lease to be observed or performed by Lessee where such failure continues for thirty (30) days after Lessee's receipt of written notice from Lessor specifying such failure; provided, however, that if the nature of the default cannot reasonably be cured within the thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within the thirty (30) day period commence action to cure the default and thereafter diligently prosecute the same to completion. Without prejudice to any other remedy for default, Lessor may perform any obligation or make any payment required to cure a default by Lessee. The reasonable cost of performance, including any reasonable attorneys' fees and all disbursements, together with interest from the date of expenditure until fully paid at the rate equal to the higher of 18 percent per annum or the default rate provided in the Lease, but not in any event at a rate greater than the maximum rate of interest permitted by law, shall be repaid by Lessee within thirty (30) days after Lessee's receipt of written demand from Lessor.

13.3 **Abandonment.** In the event Lessee abandons the Premises for a period of ninety (90) consecutive days, Lessor may, in addition to all other remedies, immediately reenter the Premises and take full possession thereof and exclude Lessee from any attempted renewed use of the Premises.

13.4 **Frustration or Change of Condition.** If the enactment or adoption of any law, ordinance, regulation, order, condition, or other governmental requirement relating to Lessor's operations on the Premises makes further performance impractical or frustrates the purpose of this Lease, Lessor shall have the right to terminate this Lease by giving Lessee sixty (60) days prior written notice.

13. Events Upon Termination. Upon termination Lessee shall not be entitled to damages of any kind, including lost profits or relocation costs or expenses. Lessee's improvement shall, when this Lease expires or is terminated by either party, become property of the Lessor. Lessee shall return the Premises to substantially the same condition in which it existed prior to this Lease, normal wear and tear excepted.

14. Lessor's Other Rights. In addition to all other rights provided herein or by law, Lessor shall have the right to enter upon and inspect the Premises at all reasonable times, to show or sell the Premises to prospective tenants (during the last 90 days of the term of the Lease) or purchasers, to assign its rights under this Lease, or to mortgage or pledge the Premises as security to a lender, in which event the Lessee will subordinate its rights as may be reasonably necessary

to accommodate the security interest of the lender. In any event, this Lease shall continue in full force and effect unless terminated according to the terms hereof.

16. Miscellaneous.

16.1 **Notice.** Except when actual receipt is expressly required by the terms hereof, notice is considered given either: (i) when delivered in person to the recipient named below, (ii) after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name and address to the party or person intended, or (iii) after being transmitted by facsimile to the person and party intended and to the facsimile number indicated below, with machine confirmation of satisfactory transmittal. All notices shall be given to the following:

LESSOR: Rocky Mountain Power
Property Management Department
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Fax: (801) 220-2252

Any notices of termination, default or other breach shall be provided to Rocky Mountain Power's registered agent for service

LESSEE: Manheim Remarketing, Inc.
6205 Peachtree Dunwoody Road
Atlanta, GA 30328
Attn: Director of Real Estate

With a copy to:
Sheley, Hall & Williams, P.C.
Attn: David L. Lester, Esq.
303 Peachtree Street, Suite 4440
Atlanta, GA 30308

Lessee shall provide a local contact name and phone number where Lessee can be reached twenty-four (24) hours a day.

Upon written notification, either party may designate a different individual or address for notices.

16.2 **Titles and Captions.** Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.

16.3 **Applicable Law.** This Lease shall be construed in accordance with and governed by the laws of the state of Utah.

16.4 **Binding Effect Upon Successors.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.

16.5 **Integration.** This Lease constitutes the entire agreements between the parties pertaining to the subject matter hereof, and supercedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof. This Lease shall not create a joint venture or partnership between the parties. Any amendment to the Lease shall be valid only when made in writing and signed by both parties.

16.6 **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Lease but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

16.7 **Rights and Remedies.** The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

16.8 **Severability.** In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

16.9 **Enforceability and Litigation Expenses.** If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Lease or if a party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing party.

16.10 **Authorization.** Each individual executing this Lease represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Lease in the capacity and for the entity set forth where he signs and that as a result of his signature, this Lease shall be binding upon the party for which he signs.

16.11 **Recordation.** This Lease may not be recorded on behalf of either party. However, Lessee may request that Lessor and Lessee execute, in recordable form, a "short form" of the Lease, which shall contain a description of the Premises, the term of the Lease, and the parties to the Lease. The short form of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the short form of the Lease, the terms and conditions of this Lease shall be controlling.

16.12 **Condemnation.** If any portion of the Premises affected by this Lease shall be taken in the exercise of the power of eminent domain by any governmental authority or other person or entity possessing such power, or by deed in lieu of condemnation, then all condemnation proceeds shall belong to Lessor, except for any award specifically made to Lessee for interruption of business, moving expenses, or the taking of Lessee's trade fixtures and personal property.

16.13. **Jury Trial Waiver:** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

If the remaining portion after such taking is not of sufficient size or condition to permit the continuation of Lessee's use in a commercially reasonable manner, then this Lease shall terminate, effective as of the date of possession by the condemning authority or the vesting of title in the condemning authority, whichever first occurs. Otherwise, restoration, repairs and alterations to the Premises related to such taking shall be governed by the provisions of the Lease, with Lessee responsible for any work required of Lessor as Lessee under the Lease. However, the Parties may agree to amend this Lease in writing to reflect a prorated discount to the rent based on the size of the real property taken.

LESSOR
PACIFICORP, an Oregon corporation

LESSEE
MANHEIM REMARKETING, INC., a
Delaware Corporation

BY: Robert R. Ruffey
~~David Holt~~ ROBERT RUFFEY
Manager, Property Management

BY: [Signature]
Name: LUIS A. AVILA
Title: ASSISTANT SECRETARY

DATE: 10-25-19

DATE: 10-16-2019

EXHIBIT A

(Aerial map of the “Premises” and “Adjacent Property”)

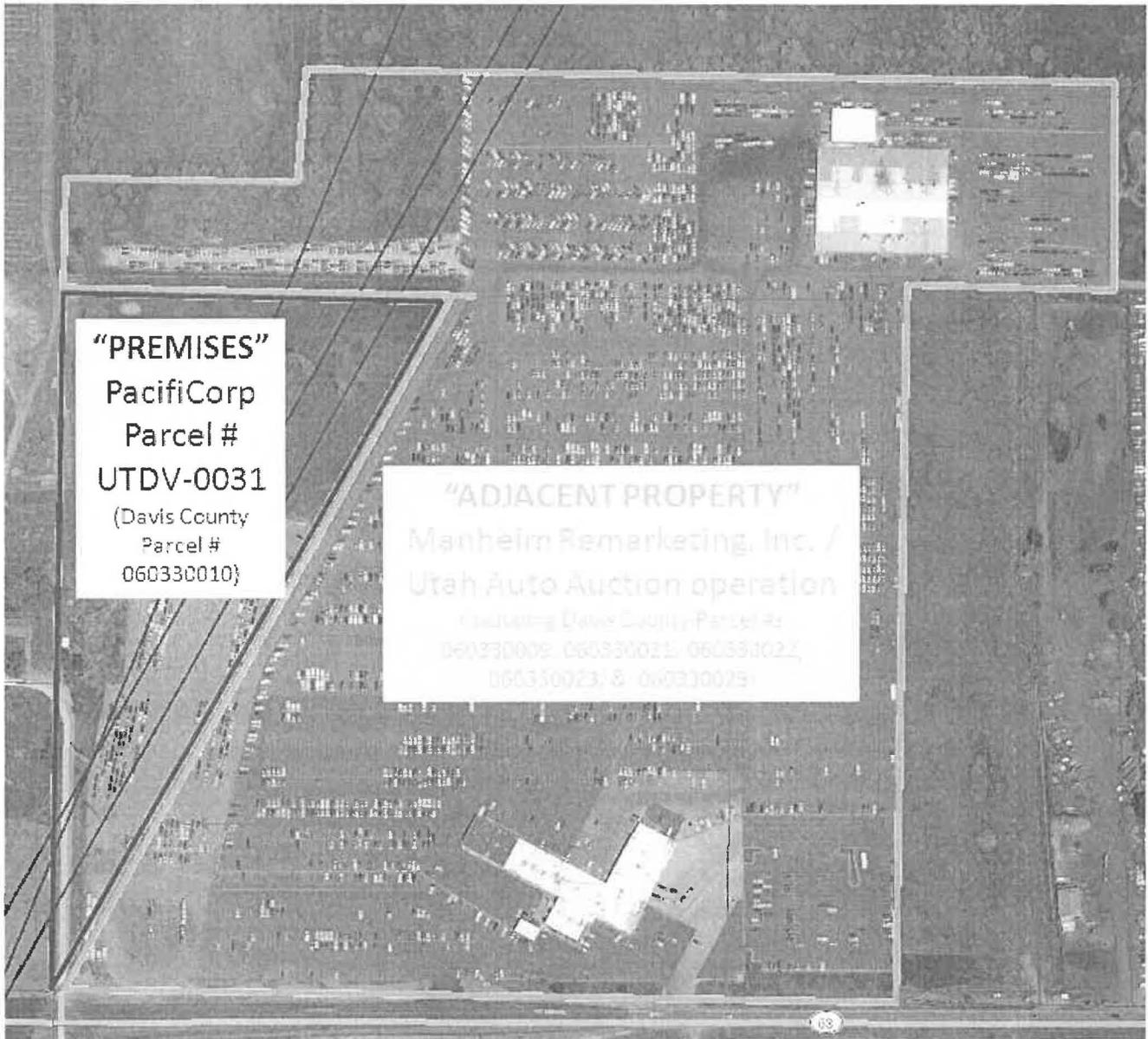


EXHIBIT B
(Aerial map of the approximate "Non-Use Areas")

