

Re-recorded at the request of Old Mill Solar, LLC to correct legal description of ingress-egress easement previously recorded in Book 2010 and Page 007082.

FORM No. 926 - EASEMENT

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EASEMENT

2010-007082
Klamath County, Oregon



00085626201000070820030038

06/10/2010 03:12:08 PM Fee: \$47.00

SPACE RESERVED
FOR
RECORDER'S

2015-005234
Klamath County, Oregon



00169901201500052340050053

05/22/2015 10:23:43 AM Fee: \$62.00

Between
International Capital, LLC

And
Old Mill Solar, LLC

After recording, return to (Name, Address, Zip):
Mr. Todd Gregory
10260 SW Greenburg Road Suite 1150
Portland, OR 97223

5 Centerpointe Drive
Suite 590
Lake Oswego, OR 97035

151490227 THIS AGREEMENT made and entered into on June 3, 2010, by and between International Capital, LLC hereinafter called the first party, and Old Mill Solar, LLC hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Burdened Estates:

Burdened Estate 1 (T36S R14E SECTION 34, TAX LOT 1200)

That portion of the former Oregon California and Eastern Railway Company right of way in Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, conveyed by deed recorded July 13, 1992 in Volume M92, Page 15208, Microfilm Records of Klamath County, Oregon, lying South of the South line of the NE 1/4 NW 1/4 of said Section 34.

Burdened Estate 2 (T36S R14E SECTION 34DB, TAX LOT 100)

Those portions of the NW 1/4 SE 1/4 and NE 1/4 SW 1/4 of Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, lying between the Klamath Falls-Lakeview Highway and the O.C. and E. Railroad right-of-way North of the Northerly boundary of Lot J, NORTH BLY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party will be the record owner of the following described real property in that county and state, to-wit:

See Exhibit A

NOW, THEREFORE, in view of the premises and in consideration of \$100 and other valuable consideration by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

An exclusive ingress-egress easement, appurtenant to Parcels I & II of Land Partition 05-10, Klamath County, Oregon, 30' in width, the center line of which is described as follows:

Beginning at a point that is located on the easterly right-of-way of State Highway 140, said point being located N20°07'36"W a distance of 15.83 feet from the SW corner of Tax Lot 36-14-34DB-100, thence N88°03'01"E a distance of 604.20 feet, thence N71°50'45"E a distance of 152.42 feet, thence N51°57'23"E a distance of 231.75 feet, thence N32°50'58"E a distance of 212.23 feet, thence N05°36'15"E a distance of 368.11 feet to a point on the southern line of the SW corner of the NE corner of T36S R14E Section 34 (i.e. the south line of Parcel I of Land Partition 05-10).

attached as Exhibit B. Replace with description
Purpose of Easement:

The purpose of this easement is to grant ingress and egress to parcel I and parcel II as shown on Land Partition 05-10 for the benefit of Old Mill Solar, LLC. Parcel I and parcel II will be purchased by Old Mill Solar, LLC from International Capital, LLC.

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

**EASEMENT****2010-007082****Klamath County, Oregon**

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06/10/2010 03:12:08 PM

Fee: \$47.00

SPACE RESERVED
FOR
RECORDER'S

Between

International Capital, LLC

And

Old Mill Solar, LLC

After recording, return to (Name, Address, Zip):

Mr. Todd Gregory

10260 SW Greenburg Road

Suite 1150

Portland, OR 97223

151496222 THIS AGREEMENT made and entered into on June 3, 2010, by and between International Capital, LLC, hereinafter called the first party, and Old Mill Solar, LLC, hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Burdened Estates:**Burdened Estate 1 (T36S R14E SECTION 34, TAX LOT 1200)**

That portion of the former Oregon California and Eastern Railway Company right of way in Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, conveyed by deed recorded July 13, 1992 in Volume M92, Page 15208, Microfilm Records of Klamath County, Oregon, lying South of the South line of the NE ¼ NW ¼ of said Section 34.

Burdened Estate 2 (T36S R14E SECTION 34DB, TAX LOT 100)

Those portions of the NW ¼ SE ¼ and NE ¼ SW ¼ of Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, lying between the Klamath Falls-Lakeview Highway and the O.C. and E. Railroad right-of-way North of the Northerly boundary of Lot J, NORTH BLY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party ^{will be} ~~is~~ the record owner of the following described real property in that county and state, to-wit:

See Exhibit A

NOW, THEREFORE, in view of the premises and in consideration of \$ 100 and other valuable consideration by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

An exclusive ingress-egress easement, appurtenant to Parcels I & II of Land Partition 05-10, Klamath County, Oregon, 30' in width, the center line of which is described as follows:

Beginning at a point that is located on the easterly right-of-way of State Highway 140, said point being located N20°07'36"W a distance of 15.83 feet from the SW corner of Tax Lot 36-14-34DB-100, thence N88°03'01"E a distance of 604.20 feet, thence N71°50'45"E a distance of 152.42 feet, thence N51°57'23"E a distance of 231.75 feet, thence N32°50'58"E a distance of 212.23 feet, thence N05°36'15"E a distance of 368.11 feet to a point on the southern line of the SW corner of the NE corner of T36S R14E Section 34 (i.e. the south line of Parcel I of Land Partition 05-10).

Purpose of Easement:

The purpose of this easement is to grant ingress and egress to parcel I and parcel II as shown on Land Partition 05-10 for the benefit of Old Mill Solar, LLC. Parcel I and parcel II will be purchased by Old Mill Solar, LLC from International Capital, LLC.

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

F



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted. permanent

The period of this easement shall be _____, always subject, however, to the following specific conditions, restrictions and considerations: None.

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:
Described above.

and the second party's right of way shall be parallel with the center line and not more than 15 ft (30 ft wide total) feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for _____% and the second party responsible for _____. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

International Capital LLC
Clyde Severson
FIRST PARTY

STATE OF OREGON, County of *Jackson* ss.

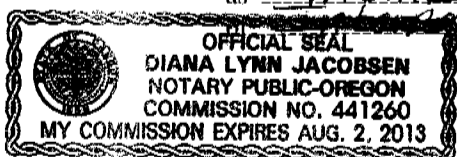
This instrument was acknowledged before me on _____,

by _____

This instrument was acknowledged before me on *June 8, 2010*,

by *Clyde Severson*

as *member*



Diana Jacobsen
Notary Public for Oregon

My commission expires *8/2/2013*

OLD MILL SOLAR, LLC

David W. Brown

SECOND PARTY

STATE OF OREGON, County of *Washington* ss.

This instrument was acknowledged before me on *June 3, 2010*,

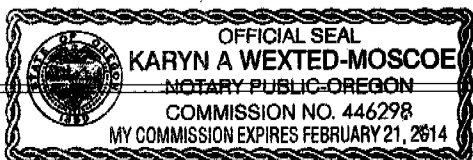
by *David W. Brown*

This instrument was acknowledged before me on *June 3, 2010*,

by *David W. Brown*

as *Senior Principal*

of *Old Mill Solar, LLC*



Karyn Wexted-Moscoe
Notary Public for Oregon

My commission expires *February 21, 2014*

Attachment: *Exhibit A*

{SEE ATTACHED NOTARIAL CERTIFICATE (Easement dtd June 3, 2010
Between International Capital, LLC and Old Mill Solar, LLC signed
by David W. Brown.) EXHIBIT A

Benefitted Estates:

Benefitted Estate 1 (T36S R14E SECTION 34, TAX LOT 200)

All that portion of the following described property lying Easterly of the Easterly line of State Highway 140, also known as the Klamath Falls-Lakeview Highway.

That portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the intersection of the Westerly line of the right-of-way of the Oregon California and Eastern Railway and the Southerly line of the said NE $\frac{1}{4}$ of said Section 34, which point is 2173 feet West of the East quarter corner thereof; thence North $28^{\circ} 53'$ West along the Westerly line of the railway right-of-way 1751 feet to a one inch iron pipe driven in the ground; thence South $69^{\circ} 46'$ West 940 feet to an iron pin in a mound of Rock; thence South $20^{\circ} 6'$ East in the line of a fence 1318 feet to a fence on the Southerly line of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 34; thence North $88^{\circ} 43'$ East along the Subdivision line 1283 feet to the point of beginning.

Also that portion of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of the Easterly right of way line of the Oregon, California and Eastern Railroad right of way, EXCEPT THEREFROM those portions described in Deed recorded November 22, 1950 in Deed Volume 243, page 444 to Weyerhaeuser Timber Company and recorded August 5, 1969 in Volume M69, page 6799 to Modoc Lumber Company and those portions described in Deed recorded July 3, 1970 in Volume M70, page 5451, Microfilm Records of Klamath County, Oregon to Weyerhaeuser Company.

Benefitted Estate 2 (T36S R14E SECTION 34, TAX LOT 300)

A Parcel of land situate in Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at a 2" iron pipe marking the initial point of North Bly, a recorded subdivision in Klamath County; thence North $28^{\circ} 53' 00''$ West along the Westerly line of the O.C. & E. Railroad right of way 750 feet, more or less, to a point where said right of way narrows; thence North $88^{\circ} 37' 04''$ East 22.56 feet to an old iron pipe, said iron pipe being on the South line of the NE $\frac{1}{4}$ of said Section 34; thence continuing along said Westerly right of way line North $28^{\circ} 53' 00''$ West 1059.33 feet; thence leaving said Westerly right of way line North $61^{\circ} 07' 00''$ East 100.00 feet to a point on the Easterly line of said O.C. & E. Railroad right of way, said point being the point of beginning for this description; thence North $28^{\circ} 53' 00''$ West along said Easterly right of way line 721.66 feet to a point where said right of way line begins to curve to the left; thence along a spiral curve to the left of 182.35 feet (delta = $2^{\circ} 42'$); thence leaving along a 1959.86 feet radius simple curve to the left 754.61 feet (delta = $22^{\circ} 03' 39''$); thence leaving said railroad right of way line North $36^{\circ} 21' 21''$ East 141.26 feet; thence South $59^{\circ} 34' 06''$ East 1179.31 feet; thence South $11^{\circ} 35' 35''$ West 450.00 feet; thence South $31^{\circ} 20' 20''$ West 220.38 feet; thence South $14^{\circ} 29' 40''$ East 233.62 feet; thence South $66^{\circ} 27' 35''$ West 7.82 feet to the point of beginning.

See attached notarial certificate (Easement 2010-007082 dated June 3, 2010 between International Capital, LLC and Old Mill Solar, LLC signed by David W. Brown, rerecorded _____ by Old Mill Solar, LLC.)

EXHIBIT B

AN EASEMENT FOR ACCESS BEING 30 FEET IN WIDTH, LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 SOUTH, RANGE 14 EAST, W. M. KLAMATH COUNTY, OREGON, THE FORMER OREGON CALIFORNIA AND EASTERN RAILROAD RIGHT OF WAY, AND IN PARCEL 111 LAND PARTITION 05-10 (2010-00900) AND CENTERED ON A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL 1 OF SAID LAND PARTITION 05-10, THAT IS NORTH 89°57'46" WEST 64.15 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTH 5°36'15" WEST 388.00 FEET; THENCE SOUTH 39°01'17" WEST 205.94 FEET; THENCE SOUTH 50°54'18" WEST 251.72 FEET; THENCE SOUTH 75°17'44" WEST 121.35 FEET; THENCE SOUTH 89°38'54" WEST 417.65 FEET; THENCE NORTH 84°12'45" WEST 93.44 FEET; THENCE NORTH 77°41'21" WEST 122.50 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF KLAMATH FALL LAKEVIEW HIGHWAY AND THE END OF SAID EASEMENT.

TOGETHER WITH AND SUBJECT TO COUNTY ROAD RIGHT OF WAY, EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS THAT BENEFIT AND ENCUMBER THE EXISTING SITE OF RECORD AND IN VIEW.