

2016-002685

Klamath County, Oregon



00183698201600026850070070

03/11/2016 02:42:51 PM

Fee: \$72.00

EASEMENT

Between
International Capital, LLC

And

Old Mill Solar, LLC

After recording return to (Name, Address, Zip)

Andrew Fritsch, Esq.

NextEra Energy Resources

700 Universe Blvd., LAW/JB

Juno Berach, FL 33408

(This space reserved for recording information)

Returned at Counter

THIS EASEMENT AGREEMENT CORRECTS AND REPLACES THAT CERTAIN EASEMENT PREVIOUSLY RECORDED AT BOOK 2010, PAGE 007082, AND RE-RECORDED AT BOOK 2015-005234 OF THE OFFICIAL RECORDS OF KLAMATH COUNTY, OREGON.

THIS AGREEMENT made and entered into on MARCH 11, 2016, 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 of 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.

Robert McQueen

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

See Exhibit A

\$ 7,500.00 ME

NOW THEREFORE, in view of the premises and in consideration of ~~\$1500.00~~ 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:

A non-exclusive Ingress-egress easement, appurtenant to Parcels I & II of Land Partition 05-10, Klamath County, Oregon, described as follows:

See Exhibit B

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 and its successors and/or assigns.

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.

The period of this easement shall be perpetual, 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.

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 0 %

and the second party responsible for 100 %. (if the last alternative is selected, the percentage 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

By: Mark Eisenstein
Print Name: MARK Eisenstein
As its: Authorized Member
First Party

STATE OF OREGON, County of Jackson _____) ss.

This instrument was acknowledged before me on _____,
by _____

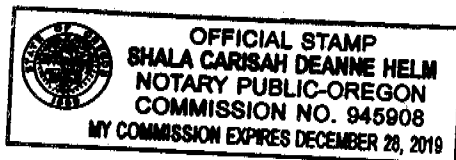
This instrument was acknowledged before me on March 11, 2016

by Mark Eisenstein,

as Authorized Member,

of International Capital, LLC,

Shala Carisah Deanne Helm
Notary Public for Oregon



My Commission expires: 12/28/19

Old Mill Solar, LLC

By: [Signature]

Print Name: MATT HANDEL

As its: VICE PRESIDENT

Second Party

STATE OF FLORIDA, County of Palm Beach) ss.

This instrument was acknowledged before me on 11/19/16
by TAMIKO FOSTER

This instrument was acknowledged before me on 11/19/16

by MATT HANDEL

as VICE PRESIDENT

of OLD MILL SOLAR, LLC

Notary Public for Florida

My Commission expires: June 25, 2019

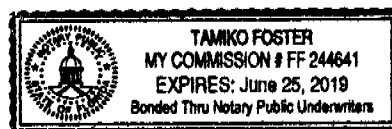


EXHIBIT A

Parcels 1 and 2 of Land partition 05-10 in Section 34, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, recorded July 30, 2010 in 2010-009053, Records of Klamath County, Oregon.



EXHIBIT B
STRATTON SURVEYING & MAPPING, PC

7525 W. DESCHUTES PL. UNIT 1C

KENNEWICK, WA 99336

PHONE: (509) 735-7364

(800) 730-7364

FAX: (509) 735-6560

E-MAIL: stratton@strattonsurvey.com

Job: 4993

10/22/2015

NEXTERA ENERGY
DESCRIPTION
ACCESS

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 3 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.

EXCEPT ANY PORTION THEREOF LYING WITHIN TAX LOT 1000

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.

S00°11'04"E
1099.70'

97

L7

80

L9

L10

L11

L12

LINE TABLE

LINE	LENGTH	BEARING
L6	388.00	S05°36'15"W
L7	205.94	S39°01'17"W
L8	251.72	S50°54'18"W
L9	121.35	S75°17'44"W
L10	417.65	S89°38'54"W
L11	93.44	N84°12'45"W
L12	122.50	N77°41'21"W
L13	64.15	S89°57'46"E

