

2017-002249

Klamath County, Oregon



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Fee: \$72.00

When Recorded, Return to:

Chiloquin Solar LLC  
c/o Damien R. Hall, Esq.  
Ball Janik LLP  
101 SW Main Street, Suite 1100  
Portland, OR 97204

Returned at Counter

### ACCESS EASEMENT

This Access Easement (this "Agreement") is made and entered into this 2<sup>nd</sup> day of March, 2017, by and between Peter M. Bourdet, in his individual capacity ("Bourdet"), and Chiloquin Solar LLC, an Oregon limited liability company ("Chiloquin"). Each of the foregoing are sometimes hereinafter referred to as a Party and collectively, as the Parties.

### Recitals

A. Bourdet is the owner of certain real property that consists of Parcels #1, #2 and #3 in Klamath County, Oregon Major Land Partition 7-85, excluding those portions of Parcels #1 and #2 which have been conveyed by Bourdet following Bourdet's establishment of the Pine Ridge Ranches subdivision described in the Klamath County, Oregon Plat of Tract #1314. Parcel #3 is jointly owned by Bourdet and his wife, Linda Long, as tenants by the entirety (the "Bourdet Property"). The Bourdet Property includes the approximately 60 foot wide roadway known as Cattle Drive, as described on the attached **Exhibit A** ("Cattle Drive"), from its southern end connecting to the Klamath County road known as Pine Cone Drive a distance of approximately 1.1 miles in a generally north and northeasterly direction to the southern boundary line of Parcel #3.

B. Chiloquin is the tenant under a lease with Peter M. Bourdet and Linda Long, as tenants by the entirety, as landlord, for an approximately 70 acre parcel of land comprising a portion of Parcel #3, as publicly disclosed by a Memorandum of Lease, recorded in Klamath County Records at Klamath Falls (the "Lease"). The real property that is the subject of the Lease is more particularly described on the attached **Exhibit B** (the "Chiloquin Property"). The northern end of Cattle Drive terminates at the southwesterly corner of the Chiloquin Property. As contemplated by the Lease, Chiloquin will be developing and operating a solar power project on the Chiloquin Property (the "Project") pursuant to Conditional Use Permit #23-15, granted April 1, 2016, and recorded as document 2016-004024 in the Klamath County, Oregon records (the "CUP"). Access to the Chiloquin Property via Cattle Drive was contemplated during the CUP process.

C. The purpose of this Agreement is to publicly establish Chiloquin's rights of access to use Cattle Drive for the benefit of the Chiloquin Property. Responsibility for the maintenance and repair of Cattle Drive and the costs associated therewith among its various users may be set forth in a separate instrument.

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF NON-EXCLUSIVE EASEMENT

Bourdet hereby grants, sells and conveys to Chiloquin, together with its subtenants, invitees, licensees, and its successors and assigns (its "Authorized Users") a perpetual, non-exclusive easement for a right-of-way of vehicular access from the Chiloquin Property to the Klamath County public roadway known as Pine Cone Drive, over and across the approximately 60 foot width of Cattle Drive.

2. CONSIDERATION

The consideration for this Agreement is the mutual commitments of the Parties set forth in the Lease and such further terms and conditions set forth herein.

3. INDEMNITY

a. Chiloquin shall indemnify, defend, protect and hold harmless Bourdet and his respective Authorized Users for, from and against any and all claims, demands, suits, proceedings, actions, losses, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of Chiloquin's acts or omissions related to the use of Cattle Drive. The foregoing indemnity shall survive the termination of this Agreement.

b. Bourdet shall indemnify, defend, protect and hold harmless Chiloquin and its respective Authorized Users for, from and against any and all claims, demands, suits, proceedings, actions, losses, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of Bourdet's acts or omissions related to the use of Cattle Drive. The foregoing indemnity shall survive the termination of this Agreement.

4. INTEGRATION

This Agreement constitutes a final and complete statement of the agreement between the Parties as to Chiloquin's access use of Cattle Drive, and fully supersedes all prior agreements or negotiations written or oral.

5. MISCELLANEOUS


a. This Agreement may be altered, amended or modified only by a writing signed by the Parties or their respective successors and/or assigns as evidenced by their execution of a written instrument that is recorded in the deed records of Klamath County, Oregon.

b. In the event a suit, action, arbitration, appeal or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith.

c. The easement granted herein is expressly for the benefit of the Chiloquin Property and shall run with the land.


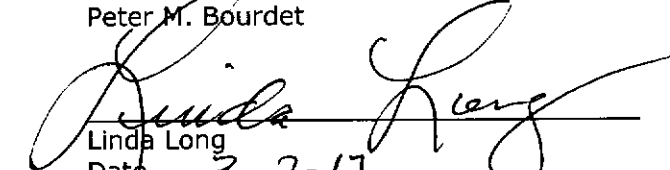
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Bourdet:

  
Peter M. Bourdet, individually  
Date 3-2-17

And

Peter M. Bourdet and Linda Long, as Tenants by the Entirety, in confirmation of any rights and obligations set forth herein relating to ownership of Parcel #3

  
Peter M. Bourdet  
  
Linda Long  
Date 3-2-17

Chiloquin:

CHILOQUIN SOLAR LLC,  
an Oregon limited liability company

By: Saturn Power Corporation  
a Delaware corporation

Its: Manager

  
By: Douglas Wagner

Its: President

Date Feb 23, 2017

*Caroline D. Pendell*  
*My Commission Expires June 16, 2020*

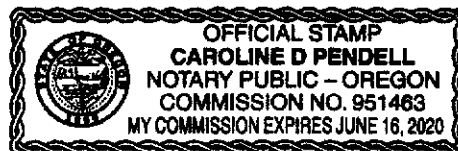


STATE OF OREGON )  
County of Klamath ) ss.

Caroline D. Pendell  
Notary Public for Oregon  
My Commission Expires: June 16, 2020

STATE OF OREGON )  
 )ss.  
County of Klamath )

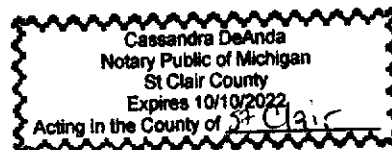
Caroline D. Pendell  
Notary Public for Oregon  
My Commission Expires: June 16, 2020



STATE OF Michigan )  
County of St Clair ) ss.

On February 23, 2017, before me personally appeared Douglas Wigner, who being duly sworn, stated that he/she is the President of Saturn Power Corporation, acting in its capacity as Manager of Chiloquin Solar LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be the voluntary act and deed of the limited liability company.

Cassandra DeAnda  
Notary Public for Michigan  
My Commission Expires: 10/10/2022



**Exhibit A**

**CATTLE DRIVE DESCRIPTION**

The 60 foot wide roadway easement labeled Cattle Drive and created and depicted on Plat of Tract #1314, Klamath County, Oregon

**Exhibit B**

**CHILOQUIN PROPERTY LEASE AREA DESCRIPTION**

A Parcel of land being a portion of Parcel 3 of Major Land Partition 7-85, situated in the S 1/2 of the NE1/4, and the NE1/4 of the SE1/4 of Section 22, Township 34 South, Range 07 East of the Willamette Meridian, Klamath County, Oregon, Being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 22; thence North 00°09'57" West, 1325.67 feet to the North line of the S1/2 of the NE1/4; thence, along said North line, North 89°58'33" West, 353.90 feet to the westerly Right-of-Way line of the Union Pacific Rail Road and the TRUE POINT OF BEGINNING; thence continuing along said westerly Right-of-Way line, along the arc of a 1507.69 foot radius curve to the left, through a central angle of 20°05'41" (the long chord of which bears South 10°06'06" West, 526.07 feet) an arc distance of 528.78 feet to a point of spiral; thence continuing along said westerly Right-of-Way line, along a spiral to the left, the long chord of which bears South 02°58'05" East, 187.29 feet; thence continuing along said westerly Right-of-Way line, North 84°25'48" East, 25.00 feet to a point of spiral; thence, continuing along said westerly Right-of-Way line, along a spiral to the left, the long chord of which bears South 07°45'07" East, 272.90 feet; thence, continuing along said westerly Right-of-Way line, South 08°56'42" East, 687.97 feet, to the North line of Tract 1314, Pine Ridge Ranches, a duly recorded subdivision on file at the Klamath County Clerk's Office; thence along said North line of said Tract 1314, North 89°52'22" West, 1955.97 feet; thence, leaving said North line, North 00°10'59" West, 1648.99 feet, to the North line of S1/2 of the NE1/4 line; thence along said North line, South 89°58'33" East, 1875.15 feet to the true point of beginning.

Basis of Bearings is Grid North of the Oregon Coordinate Reference System, Bend- Klamath Falls Zone.

Containing 70.10 Acres, more or less.