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

2017-002249

Klamath County, Oregon



00199987201700022490070070

03/02/2017 03:36:21 PM

Fee: \$72.00

2017-002679

Klamath County, Oregon

03/14/2017 11:44:00 AM

Fee: \$82.00

ACCESS EASEMENT

This Access Easement (this "Agreement") is made and entered into this 2nd 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 ***2017-002248** 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

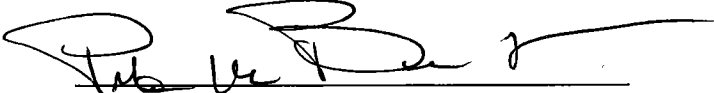
a. This Agreement may be altered, amended or modified only by a writing signed by the Parties or their respective successors and/or assigns as evidenced by their execution of a written instrument that is recorded in the deed records of Klamath County, Oregon.

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.


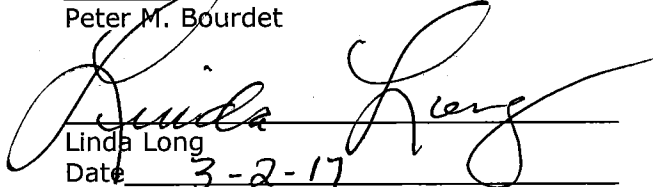
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Bourdet:


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

And

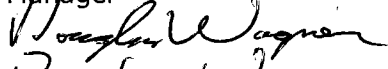
Peter M. Bourdet and Linda Long, as Tenants by the Entirety, in confirmation of any rights and obligations set forth herein relating to ownership of Parcel #3



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


My Commission Expires June 16, 2020



STATE OF OREGON)
County of Klamath)ss.

This instrument was acknowledged before me on this 2nd day of March,
2017 by Peter M. Bourdet.

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

STATE OF OREGON)
County of Klamath)ss.

This instrument was acknowledged before me on this 2nd day of
March, 2017, by Linda Long.

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 Wagner, 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

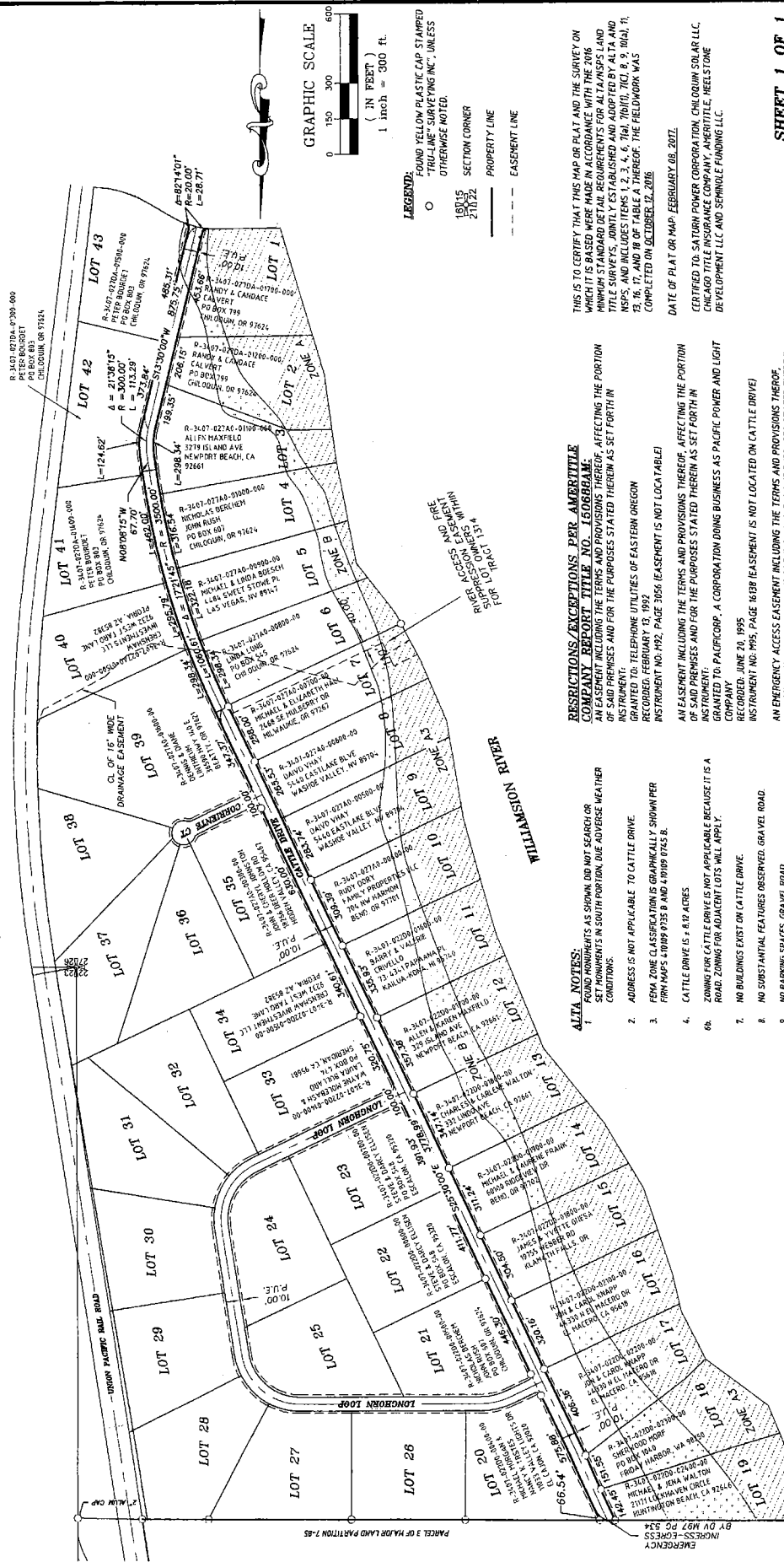
CATTLE DRIVE DESCRIPTION

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

SATURN SOLAR CHILOQUIN, OREGON

A.L.T.A./A.C.S.M LAND TITLE SURVEY

BEING CATTLE DRIVE OF TRACT 1314-PINE RIDGE RANCHES (T.L: R-3407-027DA-01600, R-3407-027A-1800, R-3407-022D-02500) SITUATED IN THE SE1/4 OF SECTION 22 AND NE1/4 & SE1/4 OF SECTION 27 T34S, R07E W.M. KLAMATH COUNTY, OREGON



**LEGAL DESCRIPTION PER AMERITITLE
COMPANY REPORT TITLE NO. 150688AM
DATED JANUARY 23, 2017:**
THE FOLLOWING DESCRIBED PROPERTY IN THE SE1/4 OF
SECTION 22 AND THE NE1/4 & SE1/4 OF SECTION 27,
T34S, R07E W.M. KLAMATH COUNTY, OREGON:
CATTLE DRIVE OF THE PLAT TRACT 1314-PINE RIDGE
RANCHES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH
COUNTY, OREGON.

NARRATIVE:
THE PURPOSE OF THIS SURVEY WAS TO SHOW THE
BOUNDARY FOR THE PROPERTY DESCRIBED IN TITLE
NUMBER 150688AM PREPARED BY AMERITITLE.
FOUND MONUMENTS AS SHOWN ON ANNEKED MAP
WERE HELD FOR THE RIGHT-OF-WAY OF CATTLE
DRIVE.
EQUIPMENT USED WAS A TRIMBLE S7 TOTAL
STATION AND A TRIMBLE R10 GPS ROVER.

- ALTA NOTES:**
- FOUND MONUMENTS AS SHOWN, DID NOT SEARCH OR
SET MONUMENTS IN SOUTH PORTION, DUE ADVERSE WEATHER
CONDITIONS.
 - ADDRESS IS NOT APPLICABLE TO CATTLE DRIVE.
 - FEMA ZONE CLASSIFICATION IS GRAPHICALLY SHOWN PER
FIRM MAPS 41009 P335 B AND 41010 P343 B.
 - CATTLE DRIVE IS 8.10 ACRES.
 - ZONING FOR CATTLE DRIVE IS NOT APPLICABLE BECAUSE IT IS A
ROAD. ZONING FOR ADJACENT LOTS WILL APPLY.
 - NO BUILDINGS EXIST ON CATTLE DRIVE.
 - NO SUBSTANTIAL FEATURES OBSERVED. GRAVEL ROAD.
 - NO PARKING SPACES, GRAVEL ROAD.
 - NO DIVISION OR PARTY WALLS TO ADJOINING PROPERTIES.
 - UTILITIES ARE OTHER THAN THE PUBLIC UTILITY EASEMENT
OF CATTLE DRIVE. PER PLAT DECLARATION, "SAID STREETS TO
BE USED FOR PUBLIC UTILITIES".
 - SEE ANNEKED MAP.
 - NO EVIDENCE OF RECENT EARTH WORK ON CATTLE DRIVE.
 - NO KNOWN PROPOSED CHANGES OF CATTLE DRIVE RIGHT-OF-WAY.
 - WETLANDS HAVE NOT BEEN Delineated FOR THIS PROPERTY.

**RESTRICTIONS/EXCEPTIONS PER AMERITITLE
COMPANY REPORT TITLE NO. 150688AM:**
AN EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION
OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN AS SET FORTH IN
INSTRUMENT NO. 192, PAGE 3056 (EASEMENT IS NOT LOCATED AT CATTLE DRIVE)
GRANTED TO: PACIFIC RIVER, A CORPORATION DOING BUSINESS AS PACIFIC POWER AND LIGHT
CORPORATION, FEBRUARY 13, 1992
INSTRUMENT NO. 192, PAGE 3056 (EASEMENT IS NOT LOCATED AT CATTLE DRIVE)
AN EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, AFFECTING THE PORTION
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CORPORATION, FEBRUARY 13, 1992
INSTRUMENT NO. 192, PAGE 3056 (EASEMENT IS NOT LOCATED AT CATTLE DRIVE)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON
WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2006
MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/MS LAND
TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND
MSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(a), 7(b), 7(c), 8, 9, 10(a), 11,
12, 13, 14, 15, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELDWORK WAS
COMPLETED ON OCTOBER 31, 2016.
DATE OF PLAT OR MAP: FEBRUARY 08, 2017.
CERTIFIED TO: SATURN POWER CORPORATION, CHILOQUIN SOLAR LLC,
CHICAGO TITLE INSURANCE COMPANY, AMERITITLE, REELSTONE
DEVELOPMENT LLC AND SEMINOLE FUNDING LLC.

SURVEY FOR: SATURN SOLAR
140 FOUNDRY ST UNIT A
BADEN, OREGON 97101
DATE: FEBRUARY, 2017
PROJECT NO. 1500
R-C GROUP
ENGINEERING - SURVEYING - PLANNING
112 N 3rd ST - SUITE 200 - P.O. BOX 909
KLAMATH FALLS, OREGON 97601
Phone: (541) 851-0405 Fax: (541) 773-9220 email:rcg@rcg.com

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**
KEITH R. RHINE
RENEWAL DATE: 12-31-18

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.