

2020-001166

Klamath County, Oregon



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Fee: \$122.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

wpd wind projects Inc.
205 SE Spokane Street, Suite 300
Portland, OR 97202
Phone (503) 236-4900

Space Above this Line for Recorder's Use

Effective Date: 23 January 2020

EASEMENT
Non-Exclusive Access Road

THIS AGREEMENT, made between THOMAS LOUSTALET, the Grantor, whether one or more, and Bryant Mountain MW LLC and its assigns, the Grantee.

The Grantor, for and in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00) (the "Initial Payment") and in consideration of the provisions contained in this agreement, hereby grants and conveys to the Bryant Mountain MW LLC and its assigns, a four (4) year non-exclusive easement and right-of-way for access purposes in, upon, under, over and across ("Easement") the following described land ("Access Easement Area" and "Overhang Area"), as described in Exhibit A and shown on Exhibits B and C, attached hereto and by this reference made a part hereof. The initial four (4) year term starts upon execution of this Easement (the "Initial Term"). Grantee may extend the Initial Term on or before its end by an additional three (3) year period (the "First Extension Term"), for and in consideration of the additional sum of ONE THOUSAND DOLLARS (\$1,000) (the "First Extension Payment"). Grantee may extend the First Extension Term on or before its end by an additional three (3) year period (the "Second Extension Term"), for and in consideration of the additional sum of ONE THOUSAND DOLLARS (\$1,000) (the "Second Extension Payment"), to a total of ten (10) years (the "Extension Term"). The Initial and any Extension Payments shall be made to Grantor by Grantee within 30 days of Easement execution or written notice of extension, as applicable.

In addition to the consideration due and paid at the execution date of this Easement and in the event Klamath County, Oregon issues one or more building permit(s) (commercial structural permit(s)) (a "Building Permit") to Grantee in respect of commercial scale energy facilities on Bryant Mountain, within 30 days of the date of issue of such Building Permit, Grantee shall pay Grantor the sum of EIGHT THOUSAND DOLLARS (\$8,000) (the "Project Construction Payment"). If Grantee pays the Project Construction Payment, the Easement term is perpetual and Grantee at its sole expense shall timely record notice of this with Modoc County,

California. If Grantee pays neither the First Extension Payment nor the Project Construction Payment prior to the fourth (4th) anniversary of this Agreement, this Easement shall terminate.

A. Access Easement Area & Overhang Area

The Easement shall include Grantee's right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, and appurtenances thereto, including but not limited to culverts and bridges, together with cuts and fills, as needed in the Access Easement Area and Overhang Area.

Within the Access Easement Area and Overhang Area Grantee shall have the right to cut/fill obstructive ground surface and cut down, trim, remove, and otherwise control, any trees, overhanging branches, vegetation, brush or improvements, when in the opinion of Grantee it interferes with passage of Grantee's equipment.

Grantor reserves the right to construct fences and make other use of the surface of the Access Easement Area and Overhang Area for Grantor's own purposes so long as such use does not interfere with the Easement, rights, and privileges herein granted. However, Grantor and Grantor's heirs, successors, assigns, agents, licensees, and legal representatives shall not place, construct or permit to be placed or constructed any above ground structure, house or other habitable structure, reservoir, storage tank, fences, gates, or other obstruction on, over or within the Access Easement Area and Overhang Area, without Grantee's prior express written consent.

Upon prior consultation with Grantor and Grantor's written approval, Grantee shall extend, replace or re-build two access roads and gate(s) from Loveness road to Grantor's current residence. Areas of old roadway which have been replaced with new roadway shall be removed and restored, or remain in place upon Grantor's prior consultation and timely written approval.

The Grantor and its successors, assigns, heirs, licensees, agents and legal representatives reserve the ongoing right to use the access for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of Access Easement Area and Overhang Area by the Grantee.

B. General Provisions

Grantee shall repair or make compensation only for damage caused by the Grantee that is incidental to the exercise of any of the above said rights and which results from and during Grantee's construction, reconstruction, modification, removal, or maintenance activities associated with the purposes of this Easement on and/or adjacent to the Access Easement Area. Any Grantor payment for such damage shall be made on the basis of a damage estimate approved by the Grantee and shall timely be made to Grantor, or Grantee may cure such damage at Grantee's sole cost and without payment to Grantor.

The rights granted herein and upon its execution date are subject to easements of record and pre-existing rights of third parties.

Grantor shall have the continuous right to assign or otherwise transfer Grantor's interest in and to this Easement or the underlying real property without the consent of Grantee; provided, however, that as a condition precedent to any transfer by Grantor, Grantor shall notify Grantee in writing of the transfer and the transferee agrees in writing, prior to such assignment, to be bound by all applicable terms and conditions of this Easement.

The Grantor agrees to timely negotiate and execute at its sole expense changes to any pre-existing property encumbrances which may be needed by Grantee and/or pre-existing rights holders of public record as a result of changing Loveness Road, including taxes and assessments.

Grantee may at any time and at Grantee's sole discretion abandon its interest in the Access Easement Area or Overhang Area to the then-current owner(s) of the underlying real estate, without further liability for taxes, assessments or other payments to Grantor, to the then-current owner(s) of the underlying real estate and/or to third parties. Abandonment does not relieve Grantee of obligations to pay the above damage estimate and to complete in a timely and workmanlike manner any modifications it undertakes within the Access Easement Area or Overhang Area. Grantee at its sole expense shall timely record such abandonment with Modoc County, California and notify in writing the then-current owner(s) of record of the affected real estate.

The Grantee shall pay all reasonable costs incidental to this Easement and the revision of pre-existing rights of public record and changes in location of Loveness Road as a result of widening, improving or relocation, including taxes, fees and assessments, and preparation and recordation of instruments and for the procurement of any title report and title insurance that it may require. To the extent Grantee's actions result in additional property taxes, Grantee shall pay any additional taxes levied by the County of Modoc.

The Grantor covenants to and with the Grantee and its assigns that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. Grantor warrants it has disclosed to Grantee all unrecorded interests of third parties which may affect this Easement.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor.

GRANTOR:

THOMAS LOUSTALET

By: Thomas Loustalet

Name: Thomas Loustalet

Date: 21 Oct 19

GRANTEE:

BRYANT MOUNTAIN MW LLC,
a Delaware limited liability company

By: wpd wind projects Inc., a
Delaware corporation

Its: Member

By: Jeffrey Wagner
Jeffrey Wagner
President

Date: 23 January 2020

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

GRANTOR ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On this 21 day of October, 2019, before me, a Notary Public in and for the State of Oregon, personally appeared Thomas Loustalet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He was authorized to execute the instrument, and acknowledged it to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Joanne L Johnson

NOTARY PUBLIC in and for the State of OR,

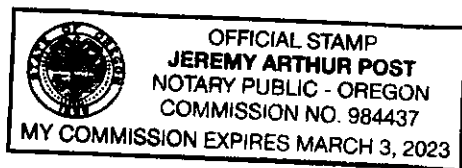
residing at 206 E Frank St Merrill
OR

My appointment expires May 9, 2020

Print Name JOANNE L JOHNSON

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Jeremy Post Jeremy Post

NOTARY PUBLIC in and for the State of OR,

residing at 6646 SE Milwaukee Ave ^{Portland OR} ₉₇₂₀₂

My appointment expires MARCH 3, 2023

Print Name Jeremy Post

EXHIBIT A
LEGAL DESCRIPTION

Access Easement Area

Beginning at the boundary between Bureau of Land Management ("BLM") land and Grantee's parcel numbers 006-010-17-11 and 006-010-19-11 where such boundary intersects the centerline of Loveness Road at approximate coordinates: W121° 20' 13.838", N41° 59' 38.378", a 60ft-wide easement (30ft left and right of centerline of Loveness Road existing as of the date of execution of this Easement, however extending no further the south beyond the boundary of the existing road easement), extending 410ft along the centerline of Loveness Road to BPA survey station marked as 109 + 84.21 (Coordinates - X: W121° 20' 10.506", Y: N41° 59' 35.124").

Thence, a 75ft-wide easement (30ft right and 45ft left of centerline of Loveness Road existing as of the date of execution of this Easement, however extending no further the south beyond the boundary of the existing road easement), extending from said BPA survey station marked as 109 + 84.21, 340ft along the centerline of Loveness road to a point in the centerline of Loveness Road with coordinates W121° 20' 7.092", N41° 59' 35.124;

Thence, a 60ft-wide easement (30ft left and right of centerline of Loveness Road existing as of the date of execution of this Easement, however extending no further the south beyond the boundary of the existing road easement) extending from a point in the centerline of Loveness Road with coordinates W121° 20' 7.092", N41° 59' 35.124, 385ft along the centerline of Loveness Road to the boundary between Grantee's parcel numbers 006-010-17-11 and 006-010-19-11 and BLM land.

An area referred to as "Access Easement Area" as substantially depicted in Exhibits B and C, attached hereto and made a part hereof, over and across parcels 006-010-17-11 and 006-010-19-11 of Section 19, Township 41 South, Range 13 East, Modoc County, California.

Overhang Area

The area defined by a line between the Northwest corner of the 75 ft-wide portion of easement along Loveness Road, to the Northeast corner of said 75 ft-wide portion of easement along Loveness Road, and the north boundary of the Access Easement Area, as substantially depicted on Exhibit B and C.

THOMAS LOUSTALET ROAD ACCESS EASEMENT AREA & OVERHANG AREA



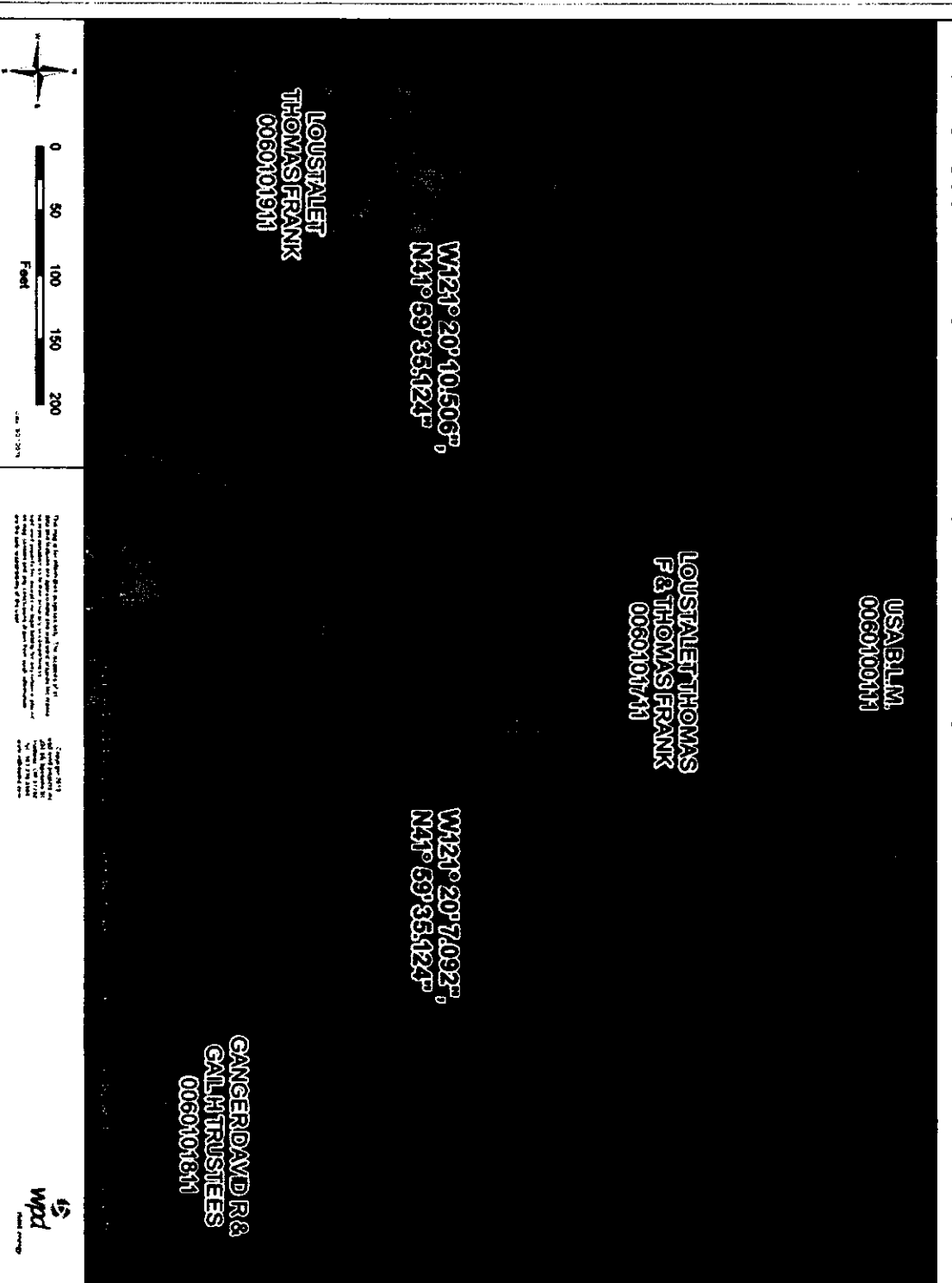
Legend

- ACCESS EASEMENT AREA
OVERHANG AREA
Survey Pts
House

**BRYANT MTN
MODOC CO., CA**






EXHIBIT C

THOMAS LOUSTALET ROAD ACCESS EASEMENT AREA & OVERHANG AREA



CONFIDENTIAL

Legend

-  ACCESS EASEMENT AREA
-  OVERHANG AREA
-  Survey Pts
-  House
-  PARCEL BOUNDARIES

BRYANT MTN
MODOC CO., CA