

ACCESS EASEMENT AGREEMENT

Prepared by and Return to:

Pine Grove Solar, LLC
c/o GreenKey Development, LLC
3519 NE 15th Ave. #106
Portland, OR 97212

2022-009081

Klamath County, Oregon



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Fee: \$122.00

STATE OF OREGON

COUNTY OF KLAMATH

ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT (this "Agreement") is made as of the last date executed by a party hereto (the "Effective Date") between Helena DeJong, whose address is 7909 Keller Rd., Klamath Falls, OR 97603 ("Grantor"), and Pine Grove Solar, LLC an Oregon limited liability company, whose address is 3519 NE 15th Ave. #106, Portland, OR 97212 ("Grantee").

WHEREAS, Grantor is the sole owner of that certain real property located in Klamath County, Oregon, having Tax Lot Numbers 3910-007C0-00300, 3910-007C0-00400, and 3910-00700-00700 (the "**Property**"), as more particularly described or shown on **Exhibit "A"** attached hereto and made part hereof; and

WHEREAS, Grantee has leased a portion of that certain property located within, adjacent to, or in the vicinity of, the Property in Klamath County, Oregon, as more particularly described or shown on **Exhibit "B"** attached hereto and made a part hereof (the "Leased Premises") for the development, construction, maintenance, and operation of facilities for the generation and distribution of solar electricity (the "Solar Facility"), pursuant to that certain Ground Lease Agreement dated November 20, 2020, by and between Grantor, as landlord, and Grantee, as tenant (collectively, the "Lease"); and

WHEREAS, Grantee has requested from Grantor and Grantor has agreed to convey to Grantee a perpetual non-exclusive fifty (50') foot wide easement for a right of way for access across and through a portion of the Property for ingress and egress to the Leased Premises on terms more fully set forth herein.

NOW THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys and warrants to Grantee and its successors and assigns, as an appurtenance to the Leased Premises, a non-exclusive easement (the "Easement") on, over, under and across a portion of the Property approximately fifty feet (50') in width as generally depicted on Exhibit "C" attached hereto (the "Easement Area") for a right of way for access across and through a portion of the Property for ingress and egress to the Leased Premises. For the avoidance of doubt, the Easement is granted in connection with the Project only and for no other use or purpose.

2. **Term and Termination.** The term of this Easement shall be perpetual provided however, on or after the date any of the following occur: (i) in the event Grantee shall fail to use the Easement Area for the purposes stated herein for a continuous period of three (3) years at any time, or (ii) in the event the Lease is terminated and not renewed, this Easement shall terminate upon written notice to Grantor thereof.

3. **Assignment.** Grantee may sell, convey, lease or assign this Agreement and its rights granted herein, in whole or in part, or grant subleases, subeasements, co-easements, separate leases, easements, license or similar rights with respect to the Easement Area and this Agreement (collectively, "Assignment"), without the consent of Grantor. Any such Assignment by Grantee of all of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee. This Agreement shall run with the land, burdening the Property and benefiting the Project. This Agreement shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

4. **Maintenance.** All costs and expenses incident to the Grantee's use of the Easement shall be borne by Grantee.

5. **Use and Interference.** The Grantee shall put forth its best efforts to prevent its use of the Easement from unreasonably impairing existing and ongoing farming activities on the Property. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement that Grantee reasonably deems an obstruction to its use of the Easement. Grantor shall retain the right to practice its normal and customary uses of the Property, so long as the activities do not undermine or adversely affect Grantee's rights under this Agreement.

6. **Indemnity and Insurance; Release.** The Grantee shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage outside the Easement Area, to the extent caused by the Grantee, its officers, partners, agents, contractors and employees. Grantor shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the Grantor, its officers, partners, agents, contractors and employees.

7. **Notices.** All notices, requests and communications ("Notice") under this Agreement shall be given in writing by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

If to Grantor:

HELENA DEJONG
7909 Keller Rd.
Klamath Falls, OR 97603

If to Grantee:

Pine Grove Solar, LLC
c/o GreenKey Development, LLC
3519 NE 15th Ave. #106
Portland, OR 97212

Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is deposited in the United States postal service, or if sent via nationally recognized overnight courier, on the day on which receipt is confirmed by such courier. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

8. **Miscellaneous.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. In the event of any inaccuracy or insufficiency in the description of the Easement Area herein, or in the description of the parties in whom title to the Property is vested, Grantor and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Grantor and Grantee. Grantor and Grantee agree that this Agreement shall be recorded in the Office of the Klamath County Clerk. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[SEPARATE SIGNATURE PAGES ATTACHED]

GRANTOR SEPARATE SIGNATURE PAGE TO EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal the day and year first above written.

GRANTOR:

By: _____
Name: Helene De Jong
Title: Grantor

STATE OF Oregon §
COUNTY OF Klamath §

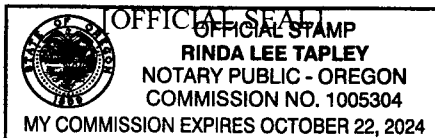
On the 8th day of June in the year 2022 before me, the undersigned, personally appeared Helene De Jong, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dated: 6-8-22

Rinda Lee Tapley
Official Signature of Notary Public


Rinda Lee Tapley
Notary printed or typed name

My commission expires: 10-22-24



GRANTEE SEPARATE SIGNATURE PAGE TO EASEMENT AGREEMENT

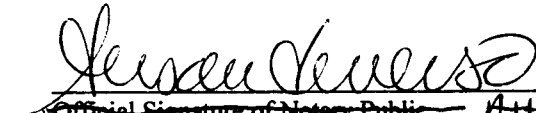
IN WITNESS WHEREOF, the undersigned hereby executes this Agreement under seal the day and year first above written.

GRANTEE: 
By: _____
Name: Ryan A. Marrone
Title: Authorized Signatory

STATE OF New Jersey §
COUNTY OF Mercer §

On the 24th day of JUNE in the year 2022 before me, the undersigned, personally appeared Ryan A. Marrone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dated: June 24, 2022


Official Signature of Notary Public Attorney at Law
Susan Inverso STATE of NJ (etret)
Notary printed or typed name
My commission expires: _____

[OFFICIAL SEAL]

Exhibit A

Legal Description of the Property

Real Property in the County of Klamath, State of Oregon, described as follows:

In Township 39 South, Range 10 East of the Willamette Meridian:

A parcel of land situate in the SW1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at the intersection of a line 30 feet North of the South line of Section 7, said Township and Range, with the East right of way line of the Enterprise Irrigation Canal; thence Northwesterly, Northerly and Northeasterly along said Enterprise Irrigation Canal right of way line to its intersection with the South right of way line of the Oregon California and Eastern Railway right of way; thence Southeasterly along said railway right of way to the East line of said SW1/4 of Section 7; thence South along the East line of said SW1/4 to a point 30 feet North of the South line of said Section 7; thence running West on a line parallel to and 30 feet North of the South line of Section 7 to the point of beginning.

ALSO a portion of SW1/4 SE1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of said SW1/4 SE1/4 of said Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence East on the Section line 767.8 feet; thence North and parallel with West line of said SW1/4 SE1/4, 577.4 feet, more or less, to the intersection with the South line of the right of way of the O.C. & E. Railway Company; thence Northwesterly following the said South line of the right of way of the O.C. & E. Railway Company, to its intersection with the West line of said SW1/4 SE1/4; thence South on the West line of said SW1/4 SE1/4 908 feet, more or less, to the point of beginning.

Exhibit B

Legal Description of the Leased Premises

LEGAL DESCRIPTION FOR LEASE AREA

LOCATED IN THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 7;

THENCE ALONG THE WESTERLY BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, NORTH 0°32'37" EAST 30.00 FEET TO A POINT ON A LINE BEING 30 FEET NORTHERLY, WHEN MEASURED AT RIGHT ANGLES TO THE SOUTHERLY BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7;

THENCE ALONG SAID OFFSET LINE NORTH 89°49'23" EAST 205.02 FEET TO THE INTERSECTION OF SAID OFFSET LINE, AND A LINE BEING 205.00 FEET EASTERLY, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY OFFSET LINE, NORTH 0°32'37" EAST 794.13 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE OLD O.C. & E. RAILWAY, NOW THE O.C. & E. TRAIL;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 66°56'17" EAST 607.93 FEET;

THENCE LEAVING SAID RIGHT OF WAY, SOUTH 0°25'48" WEST 554.23 FEET TO A POINT, SAID POINT BEING ON SAID LINE BEING 30 FEET NORTHERLY, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7;

THENCE ALONG SAID OFFSET LINE, SOUTH 89°49'23" WEST 562.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.70 ACRES, MORE OR LESS.

Exhibit C

Legal Description of the Easement Area

LAND LOCATED IN SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 39 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 7;

THENCE NORTH 0°32'37" EAST 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°49'46" WEST 50.00 FEET;

THENCE NORTH 0°32'38" EAST 50.00 FEET;

THENCE NORTH 89°49'46" EAST 50.00 FEET;

THENCE NORTH 89°49'23" EAST 205.02 FEET;

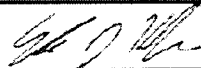
THENCE SOUTH 0°32'37" WEST 50.00 FEET;

THENCE SOUTH 89°49'23" WEST 205.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 12,750 SQUARE FEET, MORE OR LESS.

THIS PROPERTY IS DEPICTED ON THE ATTACHED MAP TITLED EXHIBIT "B" WHICH IS INCORPORATED
HEREIN BY THIS REFERENCE.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2023

LOCATED IN THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 10 EAST,
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

