

**2022-012572**

**Klamath County, Oregon**

10/21/2022 01:06:02 PM

Fee: \$117.00

**Prepared by and Return to:**

Round Lake Solar, LLC  
c/o GreenKey Development, LLC  
3519 NE 15<sup>th</sup> Ave. #106  
Portland, OR 97212

STATE OF OREGON

COUNTY OF KLAMATH

**ACCESS EASEMENT AGREEMENT**

THIS GRANT OF ACCESS EASEMENT (this "Agreement") is made as of ~~August~~ **September 21,** 2022 (the "Effective Date") between Christine Karas, whose address is 13798 Hwy 66, Klamath Falls, OR 97601 ("Grantor"), and Round Lake Solar, LLC an Oregon limited liability company, whose address is 3801 PGA Boulevard, Suite 600, Palm Beach Gardens, FL 33401 ("Grantee").

WHEREAS, Grantor is the sole owner of that certain real property located in Klamath County, Oregon, having Tax Lot Numbers 4008-00500-00400, 4008-00500-0500, 4008-00500-00600, and 3908-032CO-01800 (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 adjacent to the Property ("Leased Premises") for the development, construction, maintenance, and operation of facilities for the generation and distribution of solar electricity (the "Solar Facility"); and

WHEREAS, Grantee has requested from Grantor and Grantor has agreed to convey to Grantee an 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, a non-exclusive easement (the "Easement") on, over and across a portion of the Property described on **Exhibit "B"** attached hereto (the "Easement Area") for access to and ingress and egress from and to the Leased Premises and the Solar Facility, including for vehicular and pedestrian ingress, egress and access and use of any existing roads or lanes. For the avoidance of

doubt, the Easement is granted in connection with the Solar Facility only and for no other use or purpose.

2. **Term and Termination.** The term of this Easement shall be for such period as the Solar Facility is located on the Leased Premises.

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 Grantee and its transferees, successor and assigns. 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. **Costs and Expenses.** All costs and expenses incident to the Grantee's use of the Easement Area shall be borne by Grantee.

5. **Covenants of Grantee.** The use by Grantee of the Easement Area shall be subject to compliance with the following conditions and covenants: (i) Grantee shall not commence daily use of the Easement Area prior to 7am, (ii) Grantee shall use commercially reasonable measures to mitigate dust generated by its use of the Easement Area, (iii) all vehicles of Grantee or its contractors using the Easement Area will observe the speed limit of 10 miles per hour, (iv) upon completion of construction of the Solar Facility, Grantee shall repair any damage caused to the existing road in the Easement Area and return it to substantially the same condition as it was in prior to commencement of construction, and (v) Grantee shall keep Grantor reasonably apprised of the schedule for construction of the Solar Facility.

6. **Use and Interference.** 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.

7. **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.

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: Christine D Karas  
Name: CHRISTINE D KARAS  
Title: GRANTOR

STATE OF Oregon §  
COUNTY OF Klamath §  
§

On the 30<sup>th</sup> day of August in the year 2022 before me, the undersigned, personally appeared \_\_\_\_\_, 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.

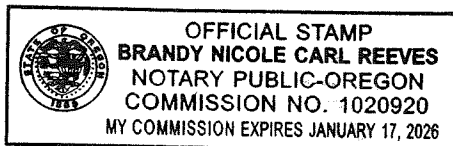
Dated: 8/30/2022

Brandy Nicole Carl Reeves  
Official Signature of Notary Public

Brandy Nicole Carl Reeves  
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: January 17, 2026



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: [Signature]

Name: Bryan A. Morrow

Title: Authorized Signatory

STATE OF New Jersey

COUNTY OF Mercer

§  
§  
§

On the 21<sup>st</sup> day of September in the year 2022 before me, the undersigned, personally appeared Bryan Morrow, 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: 9/21/22

[Signature]

Official Signature of Notary Public

Susan Fairbrother

Notary printed or typed name

My commission expires: \_\_\_\_\_

Attorney at Law  
State of NJ  
(expired)

~~[OFFICIAL SEAL]~~

Exhibit A

**Legal Description of the Property**

A tract of land in Government Lots 1 and 11, Section 32, Township 39 South, Range 8 East and in Government Lots 8 and 9, Section 5, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the intersection of the North line of the Weyerhaeuser Logging Road and the West line of said Section 32, said point being North 332.03 feet from the Southwest corner of said Section 32; thence North, on said Section line, 162.28 feet; thence leaving the West line of said Section 32 and running South  $81^{\circ} 30'$  East, 800.8 feet; thence South  $52^{\circ} 32'$  East, 1124.15 feet; thence South 53.8 feet to a point on the North line of said Weyerhaeuser Logging Road; thence Northwesterly on said road to the point of beginning. Saving and excepting that portion within Highway 66.

Exhibit B

**Legal Description of the Easement Area**

A 20.00 FOOT STRIP OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING 10.00 FEET ON EACH SIDE, WHEN MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 32 AND 5;

THENCE, ALONG THE SOUTHERLY BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 32, SOUTH 89°54'42" WEST 905.37 FEET;

THENCE, LEAVING SAID SOUTHERLY BOUNDARY, SOUTH 0°05'18" EAST 356.01 FEET, TO A POINT ON THE NORTHEASTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006-02762, KLAMATH COUNTY OFFICIAL RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 68°03'09" WEST 29.40 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 42.68 FEET, A TOTAL ANGLE OF 81°30'23", AND A CHORD WHICH BEARS NORTH 71°11'40" WEST 39.17 FEET;

THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 282.36 FEET, AN ARC LENGTH OF 107.63 FEET, A TOTAL ANGLE OF 21°50'22", AND A CHORD WHICH BEARS NORTH 41°21'40" WEST 106.98 FEET;

THENCE NORTH 52°16'51" WEST 449.72 FEET;

THENCE NORTH 48°56'56" WEST 82.05 FEET;

THENCE NORTH 52°32'00" WEST 114.03 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, AN ARC LENGTH OF 133.13 FEET, A TOTAL ANGLE OF 21°47'39", AND A CHORD WHICH BEARS NORTH 63°25'50" WEST 132.33 FEET;

THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 555.44 FEET, AN ARC LENGTH OF 159.88 FEET, A TOTAL ANGLE OF 16°29'34", AND A CHORD WHICH BEARS NORTH 66°04'52" WEST 159.33 FEET;

THENCE, ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 17.39 FEET, A TOTAL ANGLE OF 16°36'15", AND A CHORD WHICH BEARS NORTH 49°31'58" WEST 17.33 FEET TO POINT A;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 52.16 FEET, A TOTAL ANGLE OF 49°48'45", AND A CHORD WHICH BEARS NORTH 16°19'28" WEST 50.54 FEET;

THENCE NORTH 8°34'55" EAST 33.40 FEET TO A POINT ON THE SAID NORTHEASTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006-02762, SAID POINT BEING THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE BOUNDARY OF SAID PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006-02762.

TOGETHER WITH:

A 20.00 FOOT STRIP OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING 10.00 FEET ON EACH SIDE, WHEN MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT POINT A;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 47.50 FEET, AN ARC LENGTH OF 39.61 FEET, A TOTAL ANGLE OF 47°46'41", AND A CHORD WHICH BEARS NORTH 65°07'11" WEST 38.47 FEET;

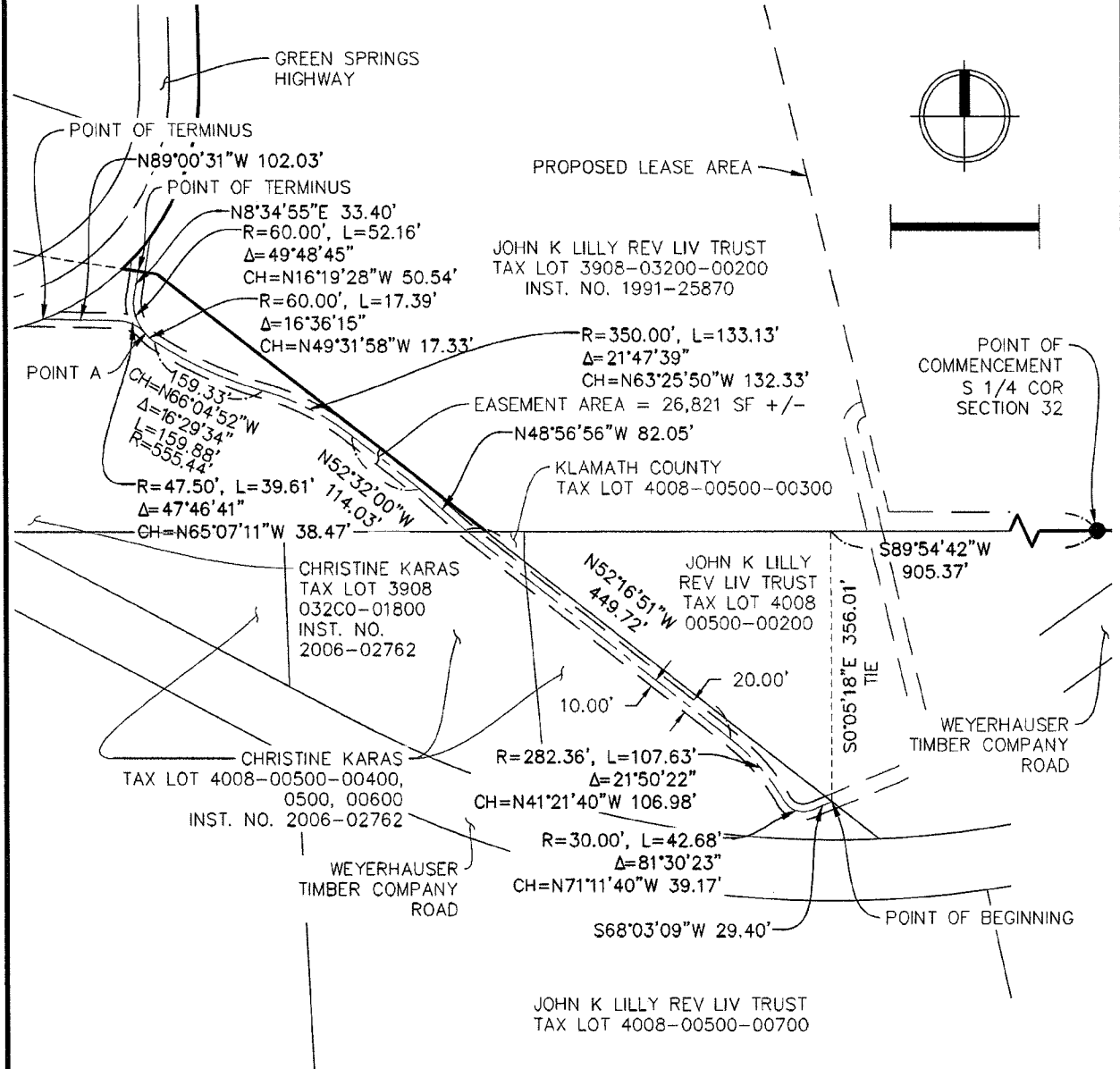
THENCE NORTH 89°00'31" WEST 102.03 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GREEN SPRINGS HIGHWAY, SAID POINT BEING THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE RIGHT OF WAY OF GREEN SPRINGS HIGHWAY AT THE WESTERLY END.

CONTAINS 26,821 SQUARE FEET, MORE OR LESS.

THIS EASEMENT AREA IS DEPICTED ON THE ATTACHED MAP WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

# EXHIBIT "B"



**BECON**  
CIVIL ENGINEERING  
& LAND SURVEYING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Erik J. Huffman*

OREGON  
DEC. 16, 2009  
ERIK J. HUFFMAN  
70814

RENEWES: JUN. 30, 2023