

ACCESS EASEMENT AGREEMENT

2024-007071

Klamath County, Oregon

08/14/2024 04:03:02 PM

Fee: \$117.00

Prepared by and Return to:

Wood River Solar, LLC
c/o GreenKey Development, LLC
3519 NE 15th Ave. #325
Portland, OR 97212

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 Witty Midnight Salamander, LLC, ("Grantor"), and Wood River Solar, LLC an Oregon limited liability company, whose address is 3519 NE 15th Ave. #325, Portland, OR 97212 ("Grantee").

WHEREAS, Grantor is the sole owner of that certain real property located in Klamath County, Oregon, having Tax Lot Number 3909-015BD-01100 (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 a perpetual non-exclusive 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, under 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 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 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 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:

Witty Midnight Salamander, LLC
c/o TLS Capital, Inc
3519 NE 15th Ave. #325
Portland, OR 97212

If to Grantee:

Wood River Solar, LLC
c/o GreenKey Development, LLC
3519 NE 15th Ave. #325
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:

Witty Midnight Salamander, LLC

By: [Signature]
Name: Troy Snyder
Title: Authorized Person

STATE OF OREGON

§
§
§

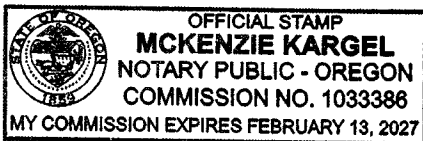
COUNTY OF MULTNOMAH

On the 14 day of August in the year 2024 before me, the undersigned, personally appeared Troy Snyder, 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: August 14, 2024

[Signature]
Official Signature of Notary Public
Mckenzie Kargel
Notary printed or typed name
My commission expires: 2/13/27

[OFFICIAL SEAL]



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:

Wood River Solar, LLC

By: [Signature]
Name: Troy Snyder
Title: Authorized Person

STATE OF OREGON

§
§
§

COUNTY OF MULTNOMAH

On the 14 day of August in the year 2024 before me, the undersigned, personally appeared Troy Snyder, 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: August 14, 2024

[Signature]
Official Signature of Notary Public

Mckenzie Kargel
Notary printed or typed name

My commission expires: 2/13/27

[OFFICIAL SEAL]

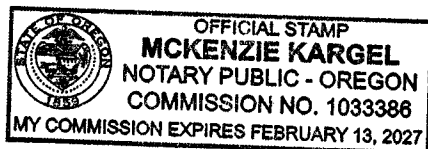


Exhibit A

Legal Description of the Property

All that part of the North one-half of Tract 30, and all that part of Tracts 31 and 32 of ALTAMONT SMALL FARMS in Section 15, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Southwesterly of a line parallel with and distant 100 feet Southwesterly measured at right angles from the center line of the main track of the railway of the Great Northern Railway Company as now located and constructed, said center line being more particularly described as follows:

Beginning at a point on the Northerly boundary of said Section 15, distant 412.2 feet Easterly from the Northwest corner thereof; thence Southeasterly along a straight line making a Southeasterly included angle of 41° 02' with said Northerly boundary, a distance of 6,629.8 feet, more or less, to an intersection with the Easterly boundary of said Section 15, at a point distant 926.4 feet Northerly from the Southeast corner thereof.

SAVING AND EXCEPTING from the above-described premises, that portion thereof conveyed by the Great Northern Railway Company to Klamath County, a political subdivision of the State of Oregon, by deed dated October 12, 1942, recorded September 11, 1944, in Book 168 at page 557, Deed Records of Klamath County, Oregon.

FURTHER EXCEPTING all that part of Tracts 30, 31 and 32 of ALTAMONT SMALL FARMS lying between the Southwesterly right of way line of the Great Northern Railway Company and a line parallel with and distant 25 feet Southwesterly, measured at right angles, from said Southwesterly right of way line.

Exhibit B

Legal Description of the Easement Area

A 20.00 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF LOT 30, ALTAMONT SMALL FARMS, KLAMATH COUNTY, AS SET IN CS 2799 OF KLAMATH COUNTY SURVEY RECORDS;

THENCE, ALONG THE EAST BOUNDARY OF THE NORTH HALF OF SAID LOT 30 NORTH 0°05'53" WEST 3.80 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF ANDERSON WAY AS DEDICATED IN INSTRUMENT NUMBER 2023-06577, KLAMATH COUNTY OFFICIAL RECORDS;

THENCE, ALONG SAID SOUTHWESTERLY RIGHT OF WAY, NORTH 48°03'22" WEST 632.23 FEET TO THE POINT OF BEGINNING;

THENCE, LEAVING SAID SOUTHWESTERLY RIGHT OF WAY SOUTH 41°56'38" WEST 38.46 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 29.28 FEET, A TOTAL ANGLE OF 41°56'38", AND A CHORD WHICH BEARS SOUTH 20°58'19" WEST 28.63 FEET;

THENCE SOUTH 0°00'00" EAST 46.26 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 51.40 FEET, A TOTAL ANGLE OF 73°37'29", AND A CHORD WHICH BEARS SOUTH 36°48'45" EAST 47.94 FEET;

THENCE SOUTH 73°37'29" EAST 98.25 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 44.73 FEET, A TOTAL ANGLE OF 42°42'37", AND A CHORD WHICH BEARS SOUTH 52°16'11" EAST 43.70 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, AN AC LENGTH OF 16.50 FEET, A TOTAL ANGLE OF 23°38'07", AND A CHORD WHICH BEARS SOUTH 42°43'56" EAST 16.38 FEET;

THENCE SOUTH 54°32'59" EAST 16.75 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A LEASE AREA;

THENCE, ALONG THE BOUNDARY OF SAID LEASE AREA, NORTH 89°04'32" WEST 33.53 FEET;

THENCE, LEAVING THE BOUNDARY OF SAID LEASE AREA, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 13.81

FEET, A TOTAL ANGLE OF $13^{\circ}11'28''$, AND A CHORD WHICH BEARS NORTH $37^{\circ}30'36''$ WEST 13.78 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 29.82 FEET, A TOTAL ANGLE OF $42^{\circ}42'37''$, AND A CHORD WHICH BEARS NORTH $52^{\circ}16'11''$ WEST 29.13 FEET;

THENCE NORTH $73^{\circ}37'29''$ WEST 98.25 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 71.90 FEET, A TOTAL ANGLE OF $73^{\circ}37'29''$, AND A CHORD WHICH BEARS NORTH $36^{\circ}48'45''$ WEST 71.90 FEET;

THENCE NORTH $0^{\circ}00'00''$ EAST 46.26 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 43.92 FEET, A TOTAL ANGLE OF $41^{\circ}56'38''$, AND A CHORD WHICH BEARS NORTH $20^{\circ}58'19''$ EAST 42.95 FEET;

THENCE NORTH $41^{\circ}56'38''$ EAST 38.46 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY OF ANDERSON WAY;

THENCE, ALONG SAID SOUTHWESTERLY RIGHT OF WAY, SOUTH $48^{\circ}03'22''$ EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,883 SQUARE FEET, MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Alex Hagen

OREGON
MARCH 14, 2023
ALEXANDER J. HAGEN
93901

RENEW: JUN. 30, 2025