

**WHEN RECORDED, RETURN TO**

Davis Wright Tremaine LLP  
Attn: Elaine Albrich  
560 SW 10th Avenue, Suite 700  
Portland, OR 97205

**2024-010453**

**Klamath County, Oregon**

12/03/2024 02:13:02 PM

Fee: \$122.00

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this “**Agreement**”), dated and effective as of this 3<sup>rd</sup> day of December, 2024 is made and entered into by and among GAVIN RAJNUS, L.L.C., an Oregon limited liability company (“**Grantor**”) and GREENPARK INFRASTRUCTURE (OR), LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee may hereafter be referred to collectively as the “**Parties**” and each individually as a “**Party**”.

**RECITALS**

**A.** Grantor is the owner of a certain tract of real property located in Klamath County, Oregon and more particularly described on Exhibit A-1 attached hereto and made a part hereof (“**Grantor’s Property**”);

**B.** Grantee is the owner of a certain tract of real property located in Klamath County, Oregon and more particularly described on Exhibit A-2 attached hereto and made a part hereof (“**Grantee’s Property**”);

**C.** Grantor’s Property and Grantee’s Property were reconfigured in Klamath County File No. LP 32-24 and a new easement is needed to account for an existing solar power installation and related components and improvements and located on Grantee’s Property and spanning across a portion of Grantor’s Property (“**Solar Facilities**”); and

**D.** Grantor desires to grant and convey to Grantee a perpetual easement to facilitate the operation of the Solar Facilities and for the transmission of electric power over and across a of Grantor’s Property.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, the following perpetual appurtenant easements (collectively, the “**Easements**”):

**a.** an easement on, in, along, across and under that portion of Grantor’s Property more particularly described and depicted on Exhibit B attached hereto (the “**Transmission Line Easement Area**”), for the purposes of erecting, constructing, replacing, relocating, improving, enlarging, removing, maintaining, operating and utilizing, from time to time, (a) transmission line facilities including above ground transmission and collector lines, access roads, wires and cables, conduit,

foundations, for the transmission of electrical energy and communication associated with the the Solar Facilities, (b) control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles associated with the Solar Facilities and (c) all necessary and proper foundations, facilities, fixtures, equipment, and machinery any way related to or associated with any of the foregoing in association with the the Solar Facilities (collectively, the “**Transmission Line Facilities**”) under, on, along and in the Transmission Line Easement Area; together with (i) the right of Grantee and its Permitted Users (as defined below) to ingress to and egress from the Transmission Line Facilities (whether located on Grantor’s Property, on adjacent property or elsewhere) over and along Grantor’s Property by means of roadways thereon, if existing, or otherwise by such roadway(s) as Grantee may construct from time to time; (ii) the right to keep the Transmission Line Easement Area clear of all brush, trees, timber or other hazards which in Grantee’s reasonable opinion would interfere with the Transmission Line Facilities, Solar Facilities located on Grantee’s Property, or Grantee’s exercise of its rights hereunder; (iii) the right during construction, replacement or removal of the Transmission Line Facilities to have a temporary laydown area and/or conductor stringing area, as necessary for construction, replacement or removal of Transmission Line Facilities on Grantor’s Property; and (iv) the right to conduct any and all inspections of and studies and surveys on Grantor’s Property that Grantee reasonably deems appropriate. The term “**Permitted Users**” as used in this Agreement shall mean the referenced Party’s successors, assigns, agents, employees, contractors, tenants, licensees, and invitees.

b. An easement for the panels, fences or other components or improvements of the Solar Facilities or Transmission Line Facilities, whether now existing or hereafter constructed, but encroaching upon Grantor’s Property.

2. **Waiver of Setbacks.** Grantor hereby waives and will not make any objection or protest based on any and all setbacks and setback or screening requirements and the like, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the local jurisdiction or in any governmental entitlement or permit issued to Grantee, its tenants, licensees or affiliate.

3. **Assignment.** Grantee shall also have the right without Grantor’s consent to convey, license, lease, assign or mortgage or encumber all or any portion of the Easements or this Agreement to one or more persons or entities.

4. **Binding Effect and Waiver.** The Easements and all of the provisions, rights, powers, covenants, conditions, restrictions and obligations contained in this Agreement shall be binding upon the Parties and upon each person having any interest in the Grantor Property or the Grantee Property, including without limitation the Parties’ respective heirs, executors, administrators, successors, grantees and assigns. The Easements shall be appurtenant to the Grantee Property and burden the Grantor Property. The Easement and all of the provisions, rights, powers, covenants, conditions, restrictions and obligations contained in this Agreement shall run with the land. Any successor of Grantor or Grantee shall be deemed to be Grantor or Grantee, as appropriate, under the terms of this Agreement. The waiver of or failure to enforce any breach or violation of any restriction contained in this Agreement shall not be deemed to be a waiver or abandonment of such restrictions, or a waiver of the right to enforce any subsequent breach or violation of such restrictions.

5. **No Agency or Partnership.** Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other association between or among any of the Parties. No part of this Agreement shall be construed as creating any rights in the general public, nor shall any part be deemed to be a gift or dedication for public use of any portion of the properties described in this Agreement.

6. **Governing Law.** This Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations, whether federal, state, county, or city, and any modification made to this Agreement by any such law or ordinance or regulation, or to the conduct of the Parties under this Agreement. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Oregon (without giving effect to any choice of law principles). The venue for any action or proceeding filed by any Party in any court, except a proceeding under the Bankruptcy Code, shall be in the Klamath County Circuit Court of the State of Oregon.

7. **Headings and Exhibits.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

8. **Attorneys' Fees.** In the event that either Party to this Agreement files an action against the other to interpret or enforce the terms of this Agreement, the prevailing Party or Parties in such action shall be entitled to recover its reasonable attorneys' fees and costs (whether or not taxable) as awarded by a court of competent jurisdiction, whether or not such action is prosecuted to final judgment.

9. **Entire Agreement and Severability.** This Agreement contains or expressly incorporates by reference the entire agreement of the Parties with respect to the matters contemplated herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto. This Agreement shall not be amended or modified in any way except by a written instrument which is executed by each Party to this Agreement. In the event a court of competent jurisdiction determines any provision of this Agreement is void or unenforceable, such provision shall be deemed reformed so as to be valid or enforceable to the maximum extent possible, and the remaining provisions of this Agreement shall remain in full force and effect.

10. **Counterparts and Authority.** This Agreement may be executed and acknowledged in one or more counterparts, and the individual signature pages and associated acknowledgements may be attached to a single copy of this Agreement to create a single original document. Both Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a Party to this Agreement states that he or she is the duly authorized representative of the signing Party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party of whose behalf the representative is signing.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, each Party has signed this Agreement as of the date first above written.

**GRANTOR:**

GAVIN RAJNUS, L.L.C., an Oregon limited liability company

*D. Gavin Rajnus*  
Name: D. Gavin Rajnus  
Title: Manager

**ACKNOWLEDGEMENT**

STATE OF Oregon

COUNTY OF Clatsop

This record was acknowledged before me on November 26, 2024, by D. Gavin Rajnus, as the manager of GAVIN RAJNUS, L.L.C., an Oregon limited liability company.

*Lisa Legget-Weatherby*  
Notary Public – State of Oregon

My Commission expires: 9/27/2027


(Official Stamp)



[Signatures continue on following page]

**GRANTEE:**

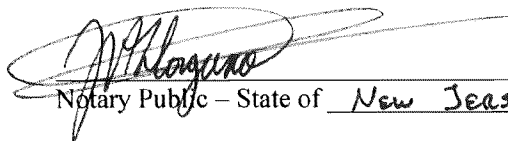
GREENPARK INFRASTRUCTURE (OR), LLC, a Delaware limited liability company

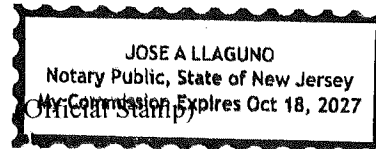
  
Name: Shane Deaton  
Its: Authorized Signatory

**ACKNOWLEDGEMENT**

STATE OF New Jersey  
COUNTY OF HUDSON

This record was acknowledged before me on DECEMBER 2<sup>nd</sup>, 2024 by  
SHANE DEATON, as the CEO of GREENPARK INFRASTRUCTURE (OR),  
LLC, a Delaware limited liability company.

  
Notary Public – State of New Jersey



**EXHIBIT A-1**

Legal Description of Grantor's Property

PARCEL 1 OF LAND PARTITION 32-24, BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 59-21, LOCATED IN SECTIONS 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND RECORDED AS DOC #2024-009910

## **EXHIBIT A-2**

### **Legal Description of Grantee's Property**

#### **Tract 1:**

PARCEL 2 OF LAND PARTITION 33-24, BEING A REPLAT OF PARCELS 1 AND 2 OF LAND PARTITION 110-06, SITUATED IN THE WEST 1/2 OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND RECORDED AS DOC # 2024-009909

#### **Tract 2:**

PARCEL 2 OF LAND PARTITION 32-24, BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 59-21, LOCATED IN SECTIONS 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND RECORDED AS DOC #2024-009910

## EXHIBIT B

### Legal Description and Depiction of Transmission Line Easement Area

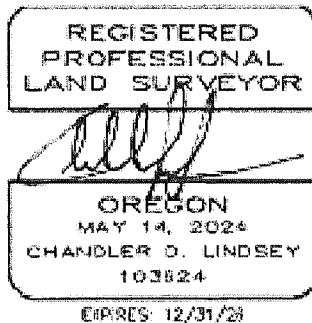
An area of land in Section 25, the Southeast Quarter of the Southeast Quarter of Section 26, and the Northeast Quarter of the Northeast Quarter of Section 35, Township 40 South, Range 11 East, Willamette Meridian, Klamath County, Oregon. Being a portion of the land described as Parcel 1 of Land Partition 32-24 being a replat of Parcel 1 of Land Partition 59-21, said portion being more particularly described as follows:

A 100-foot wide strip of land lying 50 feet on each side of the following described centerline:

COMMENCING at a 3-inch aluminum cap marking the East Quarter Corner of said Section 25 from which a 3-inch brass cap marking the Northeast Corner of said Section 25 bears North  $00^{\circ}19'08''$  West 2652.62 feet; thence North  $63^{\circ}43'41''$  West 1833.87 feet to a point on the southerly boundary of the lease area described in Document No. 2023-010279, recorded in the Klamath County Clerk's Office, said point also being the POINT OF BEGINNING of this description; thence leaving said southerly line, South  $07^{\circ}11'24''$  West 99.76 feet; thence South  $52^{\circ}07'02''$  West 5621.56 feet; thence South  $89^{\circ}10'13''$  West 313.19 feet to a point on the northeasterly boundary of Parcel 2 of Land Partition 32-24, said point also being the POINT OF TERMINATION of this description, from which a 2.5-inch brass cap marking the Northeast Corner of said Section 35 bears North  $86^{\circ}39'28''$  East 1135.17 feet.

The sidelines of said strip of land are to be prolonged or shortened to terminate on the southwest at the northeasterly boundary of said Parcel 2 of Land Partition 32-24, and on the northeast at the extension of the southerly boundary of said lease area described in Document No. 2023-010279, recorded in the Klamath County Clerk's Office.

Containing 13.85 acres, more or less.





# LEGEND

- FOUND MONUMENTS AS SHOWN
- TRANSMISSION LINE EASEMENT
- PARCEL BOUNDARY LINES
- EXISTING RIGHT-OF-WAY
- ALICUOT PARTS LINES
- TIE LINES

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*  
OREGON  
MAY 14, 2024  
CHANDLER D. LINDSEY  
103624

EXPIRES: 12/31/26

EXISTING SUBSTATION  
LEASE AREA BENEFITING  
SKYSOL, LLC PER  
DOCUMENT No. 2023-010279

COMMON SECTION CORNER,  
SECTIONS 24 & 25,  
TOWNSHIP 40 SOUTH,  
RANGE 11 EAST  
FOUND 3" BRASS CAP

24  
25

HARPOLD  
ROAD

PARCEL 2  
LAND PARTITION 59-21

POINT OF BEGINNING

S07°11'24"W  
99.76'

N63°43'41"W 1833.87'

S00°19'59"E 2652.62'  
BASIS OF BEARING

POINT OF COMMENCEMENT  
EAST 1/4 CORNER, SECTION 25,  
TOWNSHIP 40 SOUTH,  
RANGE 11 EAST  
FOUND 3" ALUMINUM CAP  
IN ROCK MOUND

PARCEL 1  
LAND PARTITION 32-24

POINT OF  
TERMINATION

S52°07'02"W 5821.56'

100'  
50'

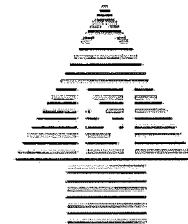
26 26  
36 36

PARCEL 2  
LAND PARTITION 32-24

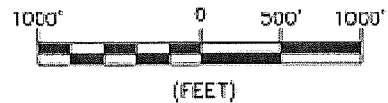
N86°39'28"E 1135.17'

S89°10'13"W 313.19'

COMMON SECTION CORNER,  
SECTIONS 25, 26, 35, & 36,  
TOWNSHIP 40 SOUTH,  
RANGE 11 EAST  
FOUND 2.5" BRASS CAP  
IN ROCK MOUND



SCALE: 1" = 1000'



**ALADKINS**  
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w / AdkinsEngineering.com  
ENGINEERING • PLANNING • SURVEYING

11/21/2024

4140-01

EXHIBIT  
100-FOOT WIDE  
TRANSMISSION LINE  
EASEMENT