



00177179201500112360100101

When recorded return to:

Energysol Utah LLC  
 P.O. Box 900083, Sandy, UT 84093-0083

10/13/2015 11:14:08 AM

Fee: \$92.00

### MEMORANDUM OF LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT

THIS MEMORANDUM OF LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT (the "Memorandum") is made and entered into as of the 18 th day of June 2015, by and between Erwin Raynes (hereinafter called "OWNER"), and Skysol LLC, a Utah limited liability company, and its assigns (hereinafter called "COMPANY").

### RECITALS

WHEREAS, reference is made to that certain Lease and Easement for a Solar Energy Project dated as of the 18 th day of May 2015, by and between OWNER and COMPANY, (the "Agreement"), whereby OWNER has granted to COMPANY a certain lease and easement rights pertaining to that certain real property owned by OWNER in Klamath County, Oregon, and as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the parties wish to give notice of the existence of the Agreement and the other rights and interest of COMPANY.

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, agreements and conditions contained herein and contained in the Agreement, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Memorandum shall have the same meaning ascribed to such terms in the Agreement.

2. **Lease Rights.** OWNER has leased the Property to COMPANY on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for Solar energy purposes, and provides COMPANY with the exclusive right to use the Property for Solar energy purposes, including but not limited to converting Solar energy into electrical energy, and collecting and transmitting the electrical energy so converted through underground and overhead lines as provided in the Agreement, together with the following activities related thereto: (a) determining the feasibility of Solar energy conversion on the Property, including studies of Solar rays and other such activities as extracting soil samples, and all other testing, studies or sampling desired by COMPANY; (b) developing, constructing, installing, using, replacing, relocating, controlling, using and removing from time to time, and maintaining and operating Solar power Facilities; and (c) undertaking any other activities, whether accomplished by COMPANY or a third party authorized by COMPANY, that COMPANY reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including the right to

erect, construct, reconstruct, replace, relocate, remove, control, maintain and use the Solar power Facilities.

3. **Grant of Easements.** OWNER has granted to COMPANY the following easements ("Easements"): (a) an exclusive easement on the Property to capture, use, convert, and maintain the free and unobstructed Solar rays currents and Solar resources over and across the Property; (b) the right of ingress and egress to and from the Solar power Facilities; and (iv) certain other easements and rights to use and enjoy the Property, all as more particularly set forth in the Agreement.

4. **Non-Interference and Setbacks.** To the extent permitted by law OWNER has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, or in any governmental entitlement or permit heretofore or hereafter issued to COMPANY, such sub-lessee or such affiliate. OWNER has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Solar power Facilities or construct any structures, or allow the construction of any structures within five hundred (500) feet of solar arrays.

5. **Assignments by OWNER.** OWNER is obligated to notify COMPANY is writing of any sale, assignment or transfer of any of OWNER's interest in the Property, or any part thereof. Until such notice is received, COMPANY shall have no duty to any successor OWNER, and COMPANY shall not be in default under the Agreement if it continues to make all payments to the original OWNER before notice of sale, assignment or transfer is received. Except under certain conditions, more particularly described in the Agreement, OWNER shall neither sever nor attempt to sever the Property's Solar energy rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer the Agreement, or the rights to payments due to OWNER under the Agreement, except to a successor owner of the Property.

6. **Covenants Running with the Land.** OWNER and COMPANY agree that all of the covenants and agreements contained in the Agreement touch and concern the Property and are expressly intended to, and shall, be covenants running with the land and shall be binding upon the Property and each party's present and future estate or interest therein and upon each of the parties, their respective heirs, administrators, executors, legal representatives, successors and assigns.

7. **Subordination.** The Agreement provides that from and after its effective date, any right, title or interest created by Landowner in favor of or granted to any third party shall be subject to (a) the Agreement and all of Lessee's rights, title and interests created thereby, (b) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement, and (c) Lessee's right to create a lien in favor of any lender of Lessee's.

8. **Notice and Binding Effect.** It is understood that the purpose of this Memorandum is to give notice of the Agreement. The Agreement contains other terms and conditions set forth more fully therein. All such terms and conditions of the Agreement are incorporated herein by this reference. The parties hereby ratify and confirm the Agreement as if the Agreement were being re-executed by them and recorded. This Memorandum shall bind and inure to the benefit of OWNER and COMPANY and their respective successors and assigns, and shall encumber the Property and shall be binding on OWNER's successors-in-interest thereto and all persons claiming by, through or under OWNER, subject to the express provisions of the Agreement. In the event of any inconsistency between the provisions of this Memorandum and the Agreement, the provisions of the Agreement shall control.

9. **Counterpart Execution.** This Memorandum may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease and Easement for a Solar Energy Project as of the day and year first above written.

OWNER: Gavin Rajnus LLC

By: Gavin Rajnus

Print: Gavin Rajnus

Title: Owner

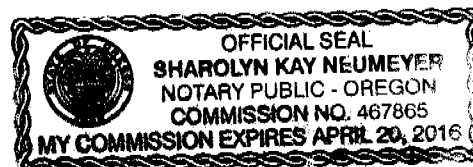
STATE OF Oregon )  
 ) SS:  
COUNTY OF Klamath )

On this 19<sup>th</sup> day of June, 2015, before me appeared Gavin Rajnus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name (signature): Sharolyn Kay Neumeyer  
Notary Public

My Commission Expires: April 20, 2016



PLEASE AFFIX SEAL FIRMLY AND CLEARLY  
IN THIS BOX.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease and Easement for a Solar Energy Project as of the day and year first above written.

COMPANY:

SK7SOL LLC, LLC  
a Utah limited liability company

By: [Signature]

Name: ROS ROCCO URISA

Title: PRESIDENT

STATE OF Utah )  
COUNTY OF Salt Lake ) SS:

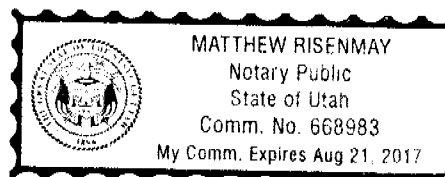
On this 26 day of June, 2015, before me appeared Ros Rocco Urisa, to me personally known, who, being by me duly sworn, did say that he/she is the President of SK7Sol, LLC, a Utah limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority of its members; and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name (signature):

[Signature]  
Notary Public

My Commission Expires: August 21, 2017



PLEASE AFFIX SEAL FIRMLY AND CLEARLY  
IN THIS BOX.



Exhibit A

RETURN TO: WILLIAM P. BRANDSNESS 411 Pine St. Klamath Falls, OR 97601	TAX STATEMENT TO: Gavin Rajnus, L.L.C. 30485 Transformer Road Malin, OR 97632	CLERK'S STAMP:
--	--	----------------

## -BARGAIN AND SALE DEED-

Donald A. Rajnus and Sharon L. Rajnus, Grantors, convey to Gavin Rajnus, L.L.C., an Oregon limited liability company, Grantee, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

Parcel 1: Parcel 1 of Land Partition No. 56-96 filed March 6, 1998 in the office of the County Clerk of Klamath County, Oregon.

Parcel 2: A parcel of land situated in Section 24, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the South line of Section 24 which bears S 89°28'49" W a distance of 1904.22 feet from the iron pipe monument marking the southeast corner of said Section 24; thence North a distance of 753.90 feet to a 5/8" iron pin; thence S 87°05'29" W a distance of 474.55 feet to an existing fence line; thence along said fence line the following courses and distances; N 37°57'07" W, 580.32 feet; N 28°04'40" W, 62.68 feet; N 01°12'20" W, 313.67 feet; N 68°20'33" W, 325.15 feet; N 65°06'44" W, 142.10 feet; N 69°13'47" W, 457.11 feet; N 61°17'24" W, 59.74 feet; N 54°47'56" W, 235.58 feet; N 65°24'25" W, 718.70 feet; S 29°46'09" W, 369.97 feet; S 31°37'54" E, 773.75 feet; S 30°28'45" E, 172.31 feet; S 27°33'56" E, 499.39 feet; and S 22°18'19" E 871.74 feet to a point on the South line of said Section 24; thence along said South line N 89°28'49" E a distance of 1752.36 feet, more or less to the point of beginning.

ALSO a 40 foot wide road easement, the centerline of which is described as follows: Beginning at a point which bears S 89°28'49" W a distance of 1904.22 feet and North a distance of 733.87 feet from the Southeast corner of said Section 24; thence N 87°02' E, 88.0 feet; thence N 57°37' E, 205.0 feet; thence S 87°01' E, 240.0 feet; thence N 77°16' E, 122.0 feet, more or less to a point on the Westerly line of County Road No. 1097.

The true and actual consideration for this transfer is the conveyance of assets to the limited liability company.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 8TH day of APRIL, 1999.

Donald A. Rajnus  
Donald A. Rajnus

Sharon L. Rajnus  
Sharon L. Rajnus

STATE OF OREGON )  
County of Klamath ) ss. APRIL 8, 1999.

Personally appeared the above-named Donald A. Rajnus and Sharon L. Rajnus and acknowledged the foregoing instrument to be their voluntary act. Before me:

Karen A. Baker  
Notary Public for Oregon  
My Commission expires: 9-28-01





13568

STATE OF OREGON : COUNTY OF KLAMATH. ss.

Filed for record at request of William Brandoness the 14th day  
of April A.D. 1999 at 11:56 o'clock A. M. and duly recorded in Vol. M99  
of Deeds on Page 13557

Linda Smith, County Clerk

FEEL \$35.00

by Kathleen Raza

***The United States of America***  
*To all to whom these presents shall come, Greeting:*

WHEREAS

**GAVIN RAJNUS, L.L.C.**

is entitled to a Land Patent pursuant to Section 203 of the Act of October 21, 1976 (43 U.S.C. 1713), for the following described land:

Willamette Meridian, Oregon  
T. 40 S., R. 11 E.,  
sec. 26, SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
sec. 35, NW $\frac{1}{4}$ NW $\frac{1}{4}$ .

Containing 80.00 acres; and

WHEREAS, the above-mentioned **Gavin Rajnus, L.L.C.**, is also entitled to a patent pursuant to Section 209 of the Act of October 21, 1976 (43 U.S.C. 1719), for certain of the mineral deposits in the land described above;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the said **Gavin Rajnus, L.L.C.**, the land above described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said **Gavin Rajnus, L.L.C.**, its successors and assigns forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945); and