

2016-002507

Klamath County, Oregon



00183486201600025070040042

03/08/2016 08:28:26 AM

Fee: \$57.00

MEMORANDUM OF OPTION

GRANTOR: David M. Cowan

GRANTEE: Bly Solar Center, LLC

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Bly Solar Center, LLC
c/o Coronal Development Services, LLC
321 E Main Street, Suite 300
Charlottesville, VA 22902**

Prepared by: Nelson S. Teague, Jr.

(Space Above for Recorder's Use)

**MEMORANDUM OF OPTION AGREEMENT
FOR GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR ACCESS**

THIS MEMORANDUM OF OPTION AGREEMENT FOR GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR ACCESS (this "Memorandum") is made and entered into as of 2/16, 2016 by and between Bly Solar Center, LLC, an Oregon limited liability company ("Developer"), and David M. Cowan, ("Owner").

Recitals

A. Owner and Developer are parties to that certain Option Agreement for Grant of Easement and Easement Agreement for Access, dated December 26, 2015 ("Option Agreement"), pursuant to which Owner has granted to Developer an exclusive option to lease that certain real property more particularly described on Schedule "1" attached hereto (the "Property").

B. Owner and Developer now desire to provide for public notice of the existence of the Option Agreement and Developer's rights thereunder.

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

1. Grant of Option. Owner hereby grants to Developer the non-exclusive right and option (the "Option") to enter into an easement agreement for access on, along, over and across

the Property for the right to construct, reconstruct, replace, remove, maintain, operate and use from time to time the following: a permanent gravel road on, along, over and across the Property (the "Access Road") incorporated herein by this reference (the "Easement") upon the terms and subject to the terms and conditions set forth in the Option Agreement.

2. Term of the Option. Subject to the terms and conditions set forth in the Option Agreement, the term of the Option expires and this Memorandum will automatically terminate and be of no further force or effect as of April 1, 2016.

3. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Developer and Owner under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

"Owner"	"Developer"
David M. Cowan	Bly Solar Center, LLC, An Oregon limited liability company
By: <u>David M Cowan</u>	By: <u>Nelson S. Teague, Jr.</u>
Name: <u>David M Cowan</u>	Name: <u>Nelson S. Teague, Jr.</u>
	Title: <u>Manager</u>

DMC 

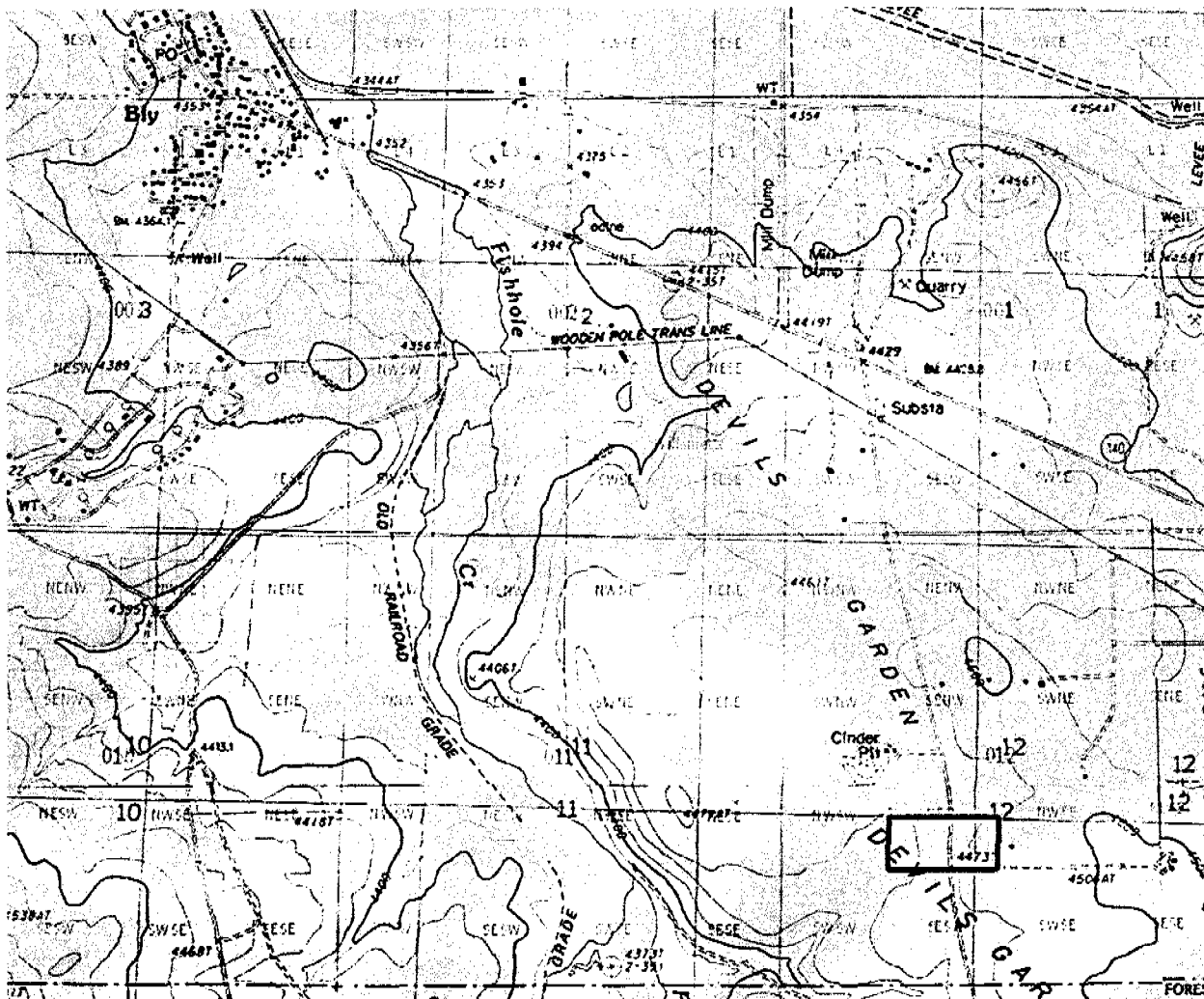
Schedule "1"
to
Memorandum of Option Agreement

Legal Description

A portion of that certain real property in the County of Klamath, State of Oregon,
described as follows:

In Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon:
Section 12: The S1/2 NE1/4 SW1/4

Being a portion of that real property located East of Bly, west of Fish Hole Creek Rd.,
identified by Map Tax Lot # is R-3714-01200-01500-000 consisting of approximately 20 acres,
identified below.




RMC 182

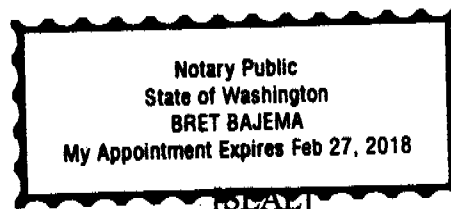
STATE OF Washington)
) ss.
COUNTY OF Thurston)

On February 16, 2016 before me, Bret Bajema, personally appeared **David Cowan** who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

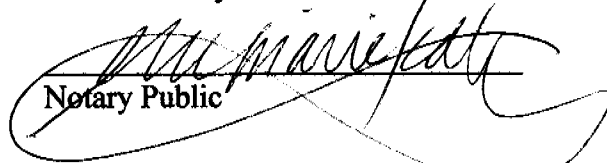


STATE OF VIRGINIA)
) ss.
CITY OF CHARLOTTESVILLE)

On February 29, 2016 before me, Erin M. Kath, personally appeared Nelson S. Teague, Jr. who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

[SEAL]



