**2016-003627**Klamath County, Oregon



#### **MEMORANDUM OF OPTION**

04/11/2016 08:32:10 AM

Fee: \$62.00

GRANTOR: Donald R. & Sharon Wessel

**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 TRANSMISSION FACILITIES

THIS MEMORANDUM OF OPTION AGREEMENT FOR GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION FACILITIES (this "Memorandum") is made and entered into as of "Michael 2 j , 20 16 by and between Bly Solar Center, LLC, an Oregon limited liability company ("Developer"), and Donald R. & Sharon Wessel, ("Owner").

### Recitals

- A. Owner and Developer, LLC are parties to that certain Option Agreement for Grant of Easement Agreement for Transmission Facilities dated September 25, 2014 ("Option Agreement"), pursuant to which Owner has granted to Developer an exclusive right and option (the "Option") to enter into an easement agreement for transmission facilities on and across the Property as more particularly described in Schedule "1" attached hereto (the "Easement").
- B. Owner and Developer 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. <u>Grant of Option</u>. Owner hereby grants to Developer the exclusive option to enter into an easement agreement for transmission facilities on and across the Property (the "Option") 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 September 25, 2016.
- 3. <u>Conflict of Provisions</u>. 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"
Sharon Wessel  Name: Sharon Wessel	Bly Solar Center, LLC, An Oregon limited liability company  By: Nelson S. Teague Jr.  Name: Nelson S. Teague Jr.
Donald R. Wessel  Shewn Wessel  Name: DONALD R. Wessel	Title: Manager

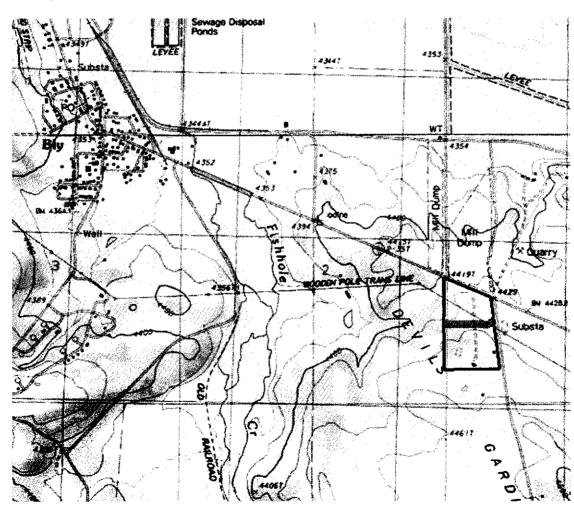
# Schedule "1" to Memorandum of Option Agreement

### Legal Description

Being a part of that certain real property in the County of Klamath, State of Oregon, described as follows:

Beginning at the section comer of Sections 1, 2, 11 & 12, Township 37 South, Range 14 East, Willamette Meridian, thence North along the section line between Sections 1 & 2 to the intersection of the section line and the Southerly right of way line of State Highway 140; thence East 66°45' South along the Southerly right of way line of State Highway 140 to its intersection with the Westerly right of way line of U.S. Forest Service Road 375; thence South 06°54' East along the Westerly right of way line of U.S. Forest Service Road 375 to its intersection with the section line between Sections 1 & 12; thence Westerly along the section line between Sections 1 & 12 to the point of beginning.

The option area for the easement being further described as an approximately seventy-five (75) foot wide stretch crossing the property identified as Parcel ID R-3714-00100-01300-000. The dashed line through the property in the illustration below represents the approximate location of the electric poles, which shall run as close to the existing fence line as possible. The wider gray line relates to the width of the easement (not to scale).



STATE OF ORegon ) ss. COUNTY OF Klamath )	
county of Klamath ) ss.	
On March 21, 2016, before me, 2016, personally appeared Sharon Wessel who proved to evidence to be the person(s) whose name(s) is/are subscribed acknowledged to me that he/she/they executed the same in capacity(ies), and that by his/her/their signature(s) on the irrentity upon behalf of which the person(s) acted, executed the	to me on the basis of satisfactory ed to the within instrument and his/her/their authorized instrument the person(s), or the
I certify under PENALTY OF PERJURY under the that the foregoing paragraph is true and correct.	laws of the State of
WITNESS my hand and official seal.  Henna M. Knew  Notary Public	[SEAL]
	OFFICIAL SEAL  DONNA M KNESS
STATE OF Oregon ) ss.	NOTARY PUBLIC - OREGON COMMISSION NO. 474556 NY COMMISSION EXPIRES FEBRUARY 03, 2017
On March 21, 20 16, before me, 20, personally appeared <b>Donald R. Wessel</b> who prove satisfactory evidence to be the person(s) whose name(s) is/instrument and acknowledged to me that he/she/they execu authorized capacity(ies), and that by his/her/their signature person(s), or the entity upon behalf of which the person(s)	are subscribed to the within ated the same in his/her/their (s) on the instrument the
I certify under PENALTY OF PERJURY under the that the foregoing paragraph is true and correct.	e laws of the State of
WITNESS my hand and official seal.	
Denna M. Knen Notary Public	IOTAL I
Notary Public	[SEAL]



STATE OF VIRGINIA		
	)	SS.
CITY OF CHARLOTTESVILLE	)	

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.

[SEAL]

