

2016-013535

Klamath County, Oregon



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12/20/2016 09:51:02 AM

Fee: \$62.00

MEMORANDUM OF
SOLAR ENERGY SITE LEASE AGREEMENT

PARTIES:

OWNER/GRANTOR: ROLLIN R THRONE
PO BOX 285
MALIN, OR 97632

DEVELOPER/GRANTEE: HEXAGON ENERGY, LLC
722 Preston Ave., Suite 102
CHARLOTTESVILLE, VA 22903

PREPARED BY: Drew Price

RETURN TO: Drew Price
C/O Hexagon Energy, LLC
722 Preston Ave., Suite 102
Charlottesville, VA 22903

EXHIBIT C
MEMORANDUM OF OPTION

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

**Hexagon Energy, LLC
722 Preston Ave
Suite 102
Charlottesville, VA 22903**

(Space Above for Recorder's Use)

**MEMORANDUM OF OPTION AGREEMENT
FOR SOLAR ENERGY SITE LEASE**

THIS MEMORANDUM OF OPTION AGREEMENT FOR SOLAR ENERGY SITE LEASE (this "Memorandum") is made and entered into as of DECEMBER 9 20 16 by and between Hexagon Energy, LLC, a Virginia limited liability company ("Developer"), and Rollin R Throne , ("Owner").

Recitals

A. Owner and Developer are parties to that certain Option Agreement for Solar Energy Site Lease, dated concurrently herewith ("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:


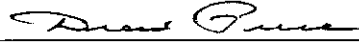
1. Grant of Option. Owner hereby grants to Developer the exclusive option to lease the Property (the "Option") upon the terms and subject to the terms and conditions set forth in the Option Agreement.

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 DECEMBER 9, 2017, subject to up to four

(4) twelve (12) month extension options pursuant to the terms and conditions of the Option Agreement.

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"
Rollin R Throne	HEXAGON ENERGY, LLC, a Virginia limited liability company
By: <u></u>	By: <u></u>
Name: _____	Name: <u>DREW PRICE</u>
Title: _____	Title: <u>MANAGING DIRECTOR</u>

Schedule "1"
to
Memorandum of Option Agreement

Legal Description

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

The North 30 acres of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16, Township 41 South, Range 12 EWM, more particularly describes as follows:

Beginning at the quarter section corner common to Sections 9 and 16, Township 41 South, Range 12 EWM, and running thence West on the Section line between the said Sections 9 and 16, to the Northeast corner of Lot 1 in said Section 16; thence South along the East line of said Lot 1, 15 chains; thence East to the East line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said section 16; thence North along the said East line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, 15 chains to the point of beginning, EXCEPT THEREFROM THE FOLLOWING:

A parcel of land commencing at the point in the center line of the county road marking the Easterly boundary of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of the said Section 16, Township 41 South, Range 12 EWM, as the same is now located and constructed and from which point the North quarter corner of the said Section 16, Township 41 South, Range 12 EWM, bears North 486.53 feet distant and running thence North 88° 34' West 325.80 feet; thence South and parallel with said county road center line, 514.27 feet, more or less, to a point in the center line of a drain ditch constructed along the line marking the Southerly boundary of the North half of the South half of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 88° 59' East along said center line of said drain ditch, 325.76 feet, more or less, to a point in the center line of said county road; thence North 511.90 feet, more or less, along said road center line to said point of beginning.

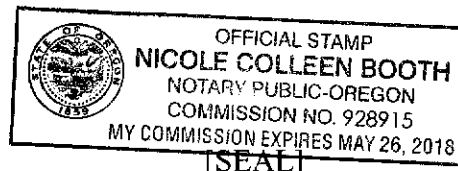
STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On November 23, 2016, before me, Rollin R. Throne,
personally appeared Rollin R Throne 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 Oregon that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nicole Colleen Booth
Notary Public
Expires 5/26/2018



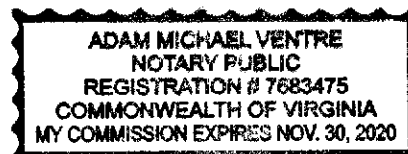
STATE OF VIRGINIA)
) ss.
CITY OF CHARLOTTESVILLE)

On December 9, 2016, before me, Adam Ventre personally appeared
Drew Price 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.

Adam Michael Ventre
Notary Public



[SEAL]