2017-001225 Klamath County, Oregon



02/07/2017 08:50:53 AM

Fee: \$77.00

MEMORANDUM OF SOLAR ENERGY SITE LEASE AGREEMENT

GRANTOR: David M. Cowan

Theresa E. Cowan 7647 Libby Rd. NE Olympia, WA 98506

GRANTEE: Bly Solar Center, LLC

321 East Main Street, Suite 300 Charlottesville, VA 22902

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Bly Solar Center, LLC c/o Coronal Development Services, LLC 321 East Main Street, Suite 300 Charlottesville, VA 22902

Prepared by: Nelson S. Teague, Jr.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Bly Solar Center, LLC 321 E Main Street, Suite 300 Charlottesville, VA 22902

Prepared by: Nelson S. Teague, Jr.

(Space Above for Recorder's Use)

MEMORANDUM OF SOLAR ENERGY SITE LEASE AGREEMENT

Recitals

- A. Landlord and Tenant are parties to that Solar Energy Site Lease Agreement, dated 9/30, 20 16 ("Lease Agreement"), pursuant to which Landlord has leased to Tenant that certain real property more particularly described on Schedule "1" attached hereto (the "Property").
- B. Landlord and Tenant now desire to provide for public notice of the existence of the Lease Agreement and Tenant'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>Lease</u>. Landlord hereby exclusively leases to Tenant the Property (the "<u>Lease</u>") upon the terms and subject to the terms and conditions set forth in the Lease Agreement.
- 2. <u>Term of the Lease</u>. Subject to the terms and conditions set forth in the Lease Agreement, the term of the Lease expires and this Memorandum will automatically terminate and be of no further force or effect as of twenty-five (25) years following the Commercial

Operations Date of the solar generating facility to be installed pursuant to the Lease, subject to up to two (2) five (5) year extension options pursuant to the terms and conditions of the Lease Agreement.

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 Tenant and Landlord under the Lease Agreement. In the event of any inconsistency between this Memorandum of Lease and the Lease Agreement, the terms of the Lease Agreement shall control.

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

| "Landlord" | "Tenant" |
|--|--|
| David M. Cowan By: La Mowan Name: David M. Cowan | BLY SOLAR CENTER, LLC, an Oregon limited liability company By: Mully Name: Nelson S. Teague, Jr. Sylveder Pière warmy Title: Manager |
| Theresa E. Cowan | Title: Manager |
| By: Thereos & Cow > 1-21-17 | |
| Name: Theresa E. Cowan | |
| | |

| STATE OF WA) | | | |
|---|--|--|--|
| COUNTY OF MUISION) ss. | | | |
| On James 2017 personally appeared David M. 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 Notary Public Notary Public Notary Public Notary Public | | | |
| STATE OF WA COUNTY OF MUSSIN Ss. | | | |
| On | | | |
| 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 Notary Public Notary Public | | | |

| STATE OF VIRGINIA |)) ss. | |
|---|--|--|
| CITY OF CHARLOTTESVILLE |) | |
| on January 25, personally appeared Sylvariations at instrument and acknowledged to mauthorized capacity(ies), and that be person(s), or the entity upon behalf of the control of th | son(s) whose name(s) is/are ne that he/she/they executed by his/her/their signature(s) f of which the person(s) act OF PERJURY under the la | e subscribed to the within d the same in his/her/their on the instrument the ted, executed the instrument. |
| WITNESS my hand and of | fficial seal. | MANAGEMENT OF THE PARTY OF THE |
| Notary Public | | SEAL STONWEAL TO STONE TO STON |

Schedule "1" to Memorandum of Lease Agreement

Legal Description

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

Land situated in the Northeast 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 11;

Thence South 00°43'05" West 2665.50 feet to the East 1/4 corner of said Section 11;

Thence along the South line of the Northeast 1/4 of said Section 11, North 89°37′59″ West 1050.02 feet:

Thence North 00°43'05" East 697.47 feet;

Thence South 89°16'55" East 739.95 feet;

Thence North 00°43'05" East 1057.00 feet;

Thence North 89°16'55" West 789.95 feet;

Thence South 00°43'05" West 1276.00 feet;

Thence Nosth 89°16'55" West 850.00 feet;

Thence North 00°43'05" East 2183.27 feet to the North line of said Section 11;

Thence along said North line of Section 11, South 89°34′53″ East 1950.03 feet to the POINT OF BEGINNING:

Contains 3,920,401 square feet or 90.00 acres, more or less.

Bearings are based upon County Survey 8153, Klamath County Survey Records.

Easement 1 Description:

Land situated in the Southeast 1/4 of the Northeast 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 11;

Thence along the South line of the Northeast 1/4 of said Section 11, North 89°37'59" West 1050.02 feet to the POINT OF BEGINNING;

Thence North 00°43'05" East 697.47 feet;

Thence North 89°16'55" West 50.00 feet:

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Thence South 00°43'05" West 219.00 feet;

Thence North 89°16′55″ West 213.94 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 11;

Thence along said West line of the Southeast 1/4 of the Northeast 1/4 of Section 11, South 00°29'43" West 480.08 feet to the Southwest corner of said Southeast 1/4 of the Northeast 1/4 of Section 11;

Thence along the South line of the Northeast 1/4 of Section 11, South 89°37′59″ West 262.08 feet to the POINT OF BEGINNING;

Contains 137,001 square feet or 3.15 acres, more or less.

Bearings are based upon County Survey 8153, Klamath County Survey Records.

Easement 2 Description (Southern Access Easement):

A 30 foot wide strip of land; situated in the NE 1/4 of the SE 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

COMMENCING at a 5/8" Iron Rod to mark the East 1/4 corner of Section 11;

Thence along the East line of Section 11 South 00°19′19″ West 660.14 feet to a 5/8″ Iron Rod being the PONT OF BEGINNING;

Thence South 88°54'03" West 545.82 feet to a point;

Thence North 41°45'47" West 908.96 feet to a point on the East - West centerline of Section 11;

Thence along said East – West centerline of Section 11 North 89°37′59″ West 40.45 feet to a point:

Thence leaving said East - West centerline of Section 11 South 41°45′47" East 949.88 feet to a point;

Thence North 88°54'03" East 558.83 feet to a point on the East line of Section 11;

Thence along said East line of Section 11 North 00°21′59″ East 30.01 feet to the POINT OF BEGINNING.

Contains 44,452 square feet, more or less.

Bearings are based upon County Survey 8153, Klamath County Survey Records.

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Easement 3 Description (Transmission Easement):

A 75 foot wide strip of land; situated in the SE 1/4 of Section 2, Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a 5/8" Iron Rod to mark the Southeast corner of Section 2;

Thence along the East line of Section 2 North 00°10′50" East 1712.00 feet;

Thence perpendicular to said East line of Section 2 South 89°49'10" West 75.00 feet to a point;

Thence parallel with said East line of Section 2 South 00°10′50″ West 1711.69 feet to a point on the South line of Section 2;

Thence along said South line of Section 2 South 89°34′53″ East 75.00 feet to the Point of Beginning.

Contains 128,388 square feet, more or less.

Bearings are based upon County Survey 8153, Klamath County Survey Records.

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