

2019-000430

Klamath County, Oregon

01/15/2019 10:08:01 AM

Fee: \$117.00

When recorded return to:  
Skysol, LLC  
c/o 174 Power Global  
300 Spectrum Center Drive, Suite 1020  
Irvine, CA 92618

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(Space Above for Recorder's Use)

**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 effective as of the 14th day of January 2019 (the "EFFECTIVE DATE"), by and between Don and Sharon Rajnus ("OWNER") and Skysol, LLC, a Utah limited liability company, and its assigns ("COMPANY"), each a "Party" and together, the "Parties", in accordance with the following:

WHEREAS, OWNER and COMPANY are Parties to that certain LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT dated as of the Effective Date, as such may now or hereafter be amended (the "LEASE"), which is hereby incorporated in its entirety into this MEMORANDUM, under which LEASE, OWNER has leased to COMPANY and COMPANY has leased from OWNER that certain real property more particularly described in Exhibit A attached hereto (the "PROPERTY"); and,

WHEREAS, OWNER and COMPANY now desire to provide for public notice of the existence of the LEASE.

NOW THEREFORE, in consideration of 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 LEASE, 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 LEASE.

2. **Lease Rights.** OWNER has leased and hereby leases the PROPERTY to COMPANY on the terms and provisions set forth in the LEASE. The LEASE is for the use of the PROPERTY solely for solar energy purposes, and provides COMPANY with (and COMPANY is hereby granted) the exclusive right to use the PROPERTY for purposes set forth in the LEASE,

3. **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 in 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 LEASE if it continues to make all payments to OWNER before notice of sale, assignment or transfer is received. Except under certain conditions, more particularly described in the LEASE, 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 LEASE, or the rights to payments due to OWNER under the LEASE, 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 LEASE 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 LEASE provides that from and after its effective date, any right, title or interest created by OWNER in favor of or granted to any third party shall be subject to (a) the LEASE and all of COMPANY's rights, title and interests created thereby, (b) any lien of any lender of COMPANY's then in existence on the leasehold and other estates created by or pursuant to the LEASE, and (c) COMPANY's right to create a lien in favor of any lender of COMPANY's.

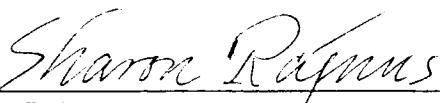
8. **Notice and Binding Effect.** It is understood that the purpose of this MEMORANDUM to give notice of the LEASE. The LEASE contains other terms and conditions set forth more fully therein. All such terms and conditions of the LEASE are incorporated herein by this reference. The parties hereby ratify and confirm the LEASE as if the LEASE 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 LEASE. In the event of any inconsistency between the provisions of this MEMORANDUM and the LEASE, the provisions of the LEASE 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.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM as of the Effective Date.

**OWNER:**

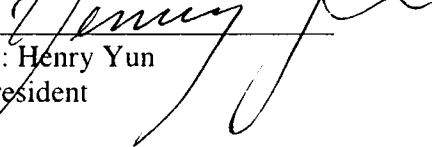
  
\_\_\_\_\_  
Don Rajnus

  
\_\_\_\_\_  
Sharon Rajnus

**COMPANY:**

SKYSOL, LLC, a Utah limited liability company

By: 174 Power Global Corporation, a Delaware corporation  
Its: Manager

By:   
\_\_\_\_\_  
Name: Henry Yun  
Its: President

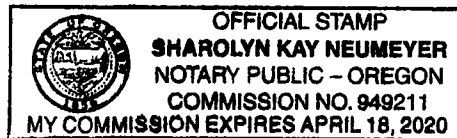
STATE OF Oregon )  
 ) SS:  
COUNTY OF Klamath )

On this 4<sup>th</sup> day of January, 2019, before me appeared Don 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 Neumeier  
Notary Public

My Commission Expires:



PLEASE AFFIX SEAL FIRMLY AND  
CLEARLY IN THIS BOX.

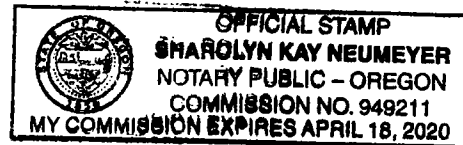
STATE OF Oregon )  
 ) SS:  
COUNTY OF Klamath )

On this 4<sup>th</sup> day of January, 2019, before me appeared Sharon 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): Sharon Kay Neumeier  
Notary Public

My Commission Expires:



PLEASE AFFIX SEAL FIRMLY AND  
CLEARLY IN THIS BOX.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

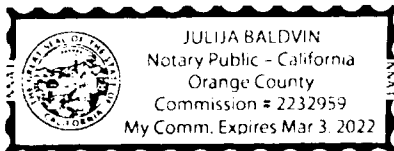
State of California

County of Orange

On January 14, 2019 before me, Julija Baldwin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Henry Yun  
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Baldwin  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT A**

**TO MEMORANDUM OF LEASE AND EASEMENT  
FOR A SOLAR ENERGY PROJECT**

**LEGAL DESCRIPTION OF PROPERTY**

The real property comprising approximately 80 acres within:

Parcel 1 and Parcel 2 of Land Partition 110-06, being a replat of Parcel 3 of Land Partition 11-96, situated in the W1/2 of Section 35, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, recorded January 9, 2007 as 2007-000380, records of Klamath County, Oregon.

Map. Nos.: R-4011-00000-07404-000, which property shall be used for an access road, and R-4011-00000-07400-000.

Once a legal description of the Property is created by a licensed surveyor at COMPANY's sole cost and expense, Exhibit A shall automatically be replaced with the legal description of the Property without the need for a formal amendment of this Agreement to effectuate the revised legal description.