

2019-011755

Klamath County, Oregon

10/08/2019 03:06:01 PM

Fee: \$112.00

After recording return to:
Invenergy Solar Development LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of June 13, 2019 (the "Effective Date"), between Charles Nagy (together with its successors, assigns and heirs, "Owner"), whose address is 1688 Fisher Road, Roseburg, OR 97471 and Invenergy Solar Development North America LLC a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated June 13 2019 (the "Agreement"), which affects the real property located in Klamath County, Oregon, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. The Agreement shall be for an initial term of three years, a construction term, a first extended term of twenty-five (25) years and second extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Grantee's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

OWNER:

Name: Charles Nagy ^{CN} JR

By: Charles Nagy

Arla Anderson
Spouse: Arla Anderson

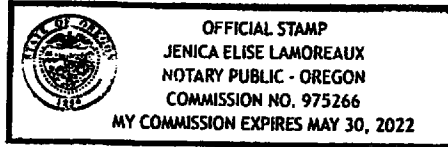
GRANTEE:

Invenergy Solar Development North America
a Delaware limited liability company

By: James Williams
Name: James Williams
Title: Vice President


ACKNOWLEDGMENT OF OWNER

STATE OF Oregon)
) SS.
COUNTY OF Douglas)



I certify that I know or have satisfactory evidence that **Charles Nagy** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged is an individual to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

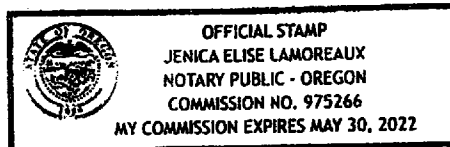
Dated: 5/31/19



Notary Public
Name: Jenica Lamoreaux
My commission expires: 5/30/22

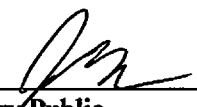
ACKNOWLEDGMENT OF OWNER

STATE OF Oregon)
) SS.
COUNTY OF Douglas)



I certify that I know or have satisfactory evidence that **Arla Anderson** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged is an individual to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/31/19



Notary Public
Name: Jenica Lamoreaux
My commission expires: 5/30/22

STATE OF Colorado)
ILLINOIS)
COUNTY OF Denver) SS.
COOK)

Personally came before me this 13 day of June, 2019, James Williams
who executed the foregoing instrument as Vice President of Invenergy Solar Development North
America LLC and acknowledged the same.

(SEAL)

Name: Joellen Billotte

Notary Public State of Illinois Co

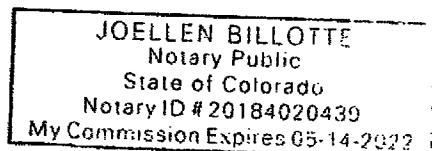


EXHIBIT A
Description of the Property

That certain real property situated in Klamath County, State of Oregon, described as follows:

| Property ID Number | Description | Acres |
|---------------------------|---|--------------|
| R335765 | TWP 36 RNGE 11 BLK-SEC 6 LOT-LOTS 1 & 2 S2NE4 | 144 |
| | | |
| Total | | 160 |