

2019-011756

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 August 1, 2019 (the "Effective Date"), between **George W. Klement** (together with its successors, assigns and heirs, "Owner"), whose address is **PO Box 1344, Antioch, CA 94509**, 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 August 1, 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 3 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: George W. Klement

By: George W. Klement

**GRANTEE:**

Invenenergy Solar Development North America  
a Delaware limited liability company

By: James Williams

Name: James Williams

Title: Vice President

## ACKNOWLEDGMENT

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 Contra Costa

On July 11<sup>th</sup>, 2019 before me, B. KOLEJ, Notary Public  
(insert name and title of the officer)

personally appeared George W. Klement  
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.

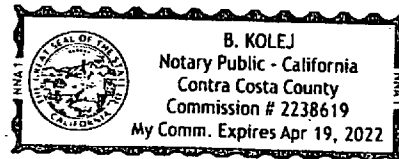
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



*Colorado* ACKNOWLEDGMENT OF GRANTEE  
STATE OF ~~ILLINOIS~~ )  
*Denver* ) SS.  
COUNTY OF ~~COOK~~ )

Personally came before me this 1 day of August, 2019, James Williams  
who executed the foregoing instrument as Vice President of Invenergy Solar Development North  
America LLC and acknowledged the same.

(S E A L)

Name: *Joellen Billotte*

Notary Public State of ~~Illinois~~ *CO*

JOELLEN BILLOTTE  
Notary Public  
State of Colorado  
Notary ID # 20184020439  
My Commission Expires 05-14-2022

**EXHIBIT A**  
**Description of the Property**

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

<b>Property ID Number</b>	<b>Description</b>	<b>Acres</b>
R343471	TWP 36 RNGE 11 BLK-SEC 5 LOT-E2SW4NE4	19.76
<b>Total</b>		<b>19.76</b>