

2021-011433

Klamath County, Oregon

07/26/2021 12:02:00 PM

Fee: \$107.00

**RECORDING REQUESTED BY AND
UPON RECORDING, MAIL TO:**

Skysol, LLC
c/o 174 Power Global
300 Spectrum Center Dr., Ste. 1020
Irvine, CA 92618
Attn: Legal Department

Map Tax Lot Number 4011-00000-06200-000

(Space above this line for recorder's use)

Consent Agreement

This Consent Agreement (the "**Consent**") is dated as of July 19, 2021, and entered into by and between Pacific Connector Gas Pipeline, LP, a Delaware limited partnership (together with its transferees, successors, and assigns, collectively, "**PCGP**"), and Skysol, LLC, a Utah limited liability company (together with its transferees, successors, and assigns, collectively, "**Skysol**"). Each of PCGP and Skysol is sometimes referred to herein as a "**Party**," and together, collectively, as the "**Parties**."

WHEREAS, PCGP, as successor-in-interest to Williams Pacific Connector Gas Operator, LLC, is the holder of the easement and right-of-way interests described in that certain Right-of-Way and Easement dated September 4, 2013, by and between Marla A. Rajnus (the "**Landowner**") and Williams Pacific Connector Gas Operator, LLC, a Delaware limited liability company, recorded in the official real property records of the Klamath County Clerk's Office, in the State of Oregon (the "**Official Records**") on September 5, 2013, as Instrument No. 2013-010157 (the "**PCGP Pipeline Easement**"), encumbering Landowner's certain real property in Klamath County, Oregon, with Map Tax Lot Number 4011-00000-06200-000;

WHEREAS, though the PCGP Pipeline Easement states that PCGP's easement area shall be 50 feet wide encumbering approximately 1.739 acres and contains a general depiction of the location in Exhibit A to the PCGP Pipeline Easement (the "**PCGP Easement Area**"), the PCGP Pipeline Easement does not reference the specific location of the PCGP Easement Area;

WHEREAS, as of the date of this Consent, PCGP has not installed a pipeline or otherwise exercised its rights under the PCGP Pipeline Easement;

WHEREAS, Skysol and Landlord have entered into that certain Amended and Restated Access Easement Agreement, dated as of, and recorded in the Official Records on, June 17, 2021, as Instrument No. 2021-009536 (the "**Skysol Roadway Easement**"), encumbering the Easement Area (as defined in the Skysol Roadway Easement, the "**Skysol Easement Area**"), which Skysol Easement Area constitutes a portion of and will cross the PCGP Easement Area; and

WHEREAS, PCGP has been provided with a true and complete copy of, and has reviewed, the Skysol Roadway Easement, and notwithstanding the terms of the PCGP Pipeline Easement, PCGP wishes to consent to Skysol's development and use of the Road (as defined in the Skysol Roadway Easement) within the Skysol Easement Area pursuant to the terms of the Skysol Roadway Easement, all as more particularly set forth herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing Recitals, and the PCGP Pipeline Easement and Skysol Roadway Easement referenced therein, are incorporated herein as if set forth in full in the body of this Consent.
2. Consent. Notwithstanding the exclusive nature of the PCGP Pipeline Easement and provision in the PCGP Pipeline Easement prohibiting the construction, creation or maintenance of a road within the PCGP Easement Area, PCGP hereby consents to Skysol's exercise of all rights, including the construction, maintenance and use of the Road, pursuant to the Skysol Roadway Easement, which Road will be constructed within a portion of and cross the PCGP Easement Area.
3. No Release. This Consent shall not be construed or operate as a release of the PCGP Pipeline Easement.
4. Governing Law. This Consent shall be governed by, and construed in accordance with, the laws of the State of Oregon, without reference to its conflict of law provisions.
5. Counterparts. This Consent may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.
6. Headings; Severability. The captions and headings in this Consent are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein. In case any provision in this Consent shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.


[SIGNATURE AND NOTARY PAGES FOLLOW]

The Parties have executed this Consent effective as of the date first set forth above.

PCGP:

Pacific Connector Gas Pipeline, LP,
a Delaware limited partnership

By: Pacific Connector Gas Pipeline, LLC,
a Delaware limited liability company
Its: General Partner

By: 
Name: Sarah Schwann
Its: VP, External Affairs

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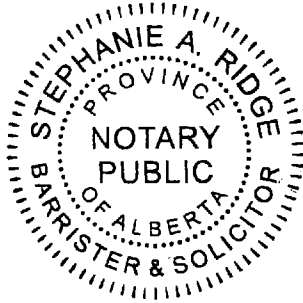
Acknowledgements

Province of Alberta, Canada)

City of Calgary)

This record was acknowledged before me this July 19, 2021 by Sarah Schwann, as VP External Affairs of Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company.

[SEAL]



Slide
Notary Public

My Commission Expires: does not expire

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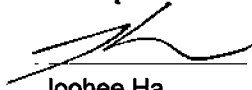
Skysol:

Skysol, LLC,
a Utah limited liability company

By: Hanwha Total Solar II, LLC,
a Delaware limited liability company

Its: Sole Member

By:



Joohee Ha

Its:

Co-JV Manager

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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.

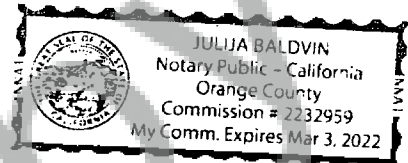
State of California
County of Orange

On July 26, 2021 before me, Julija Baldwin, Notary Public
(insert name and title of the officer)

personally appeared Joohee Ha,
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 *Julija Baldwin* (Seal)