

2022-004976

Klamath County, Oregon

04/19/2022 12:37:01 PM

Fee: \$117.00

PREPARED AND REQUESTED BY:

Aurora Solar LLC

Attn: Land Management

1125 NW Couch Street, Suite 700

Portland, Oregon 97209

Telephone: 503-796-7000

~~First American Title Insurance Company~~

~~Attn: Susan Toribara~~

~~200 SW Market Street, Suite 250~~

~~Portland, OR 97201~~

~~Telephone: 503-758-9857~~

~~Winthrop & Weinstein Attn: Krista Bengtson Cook~~

~~225 South Sixth Street, Suite 3500~~

~~Minneapolis, MN~~

~~55402 - 4629~~

(Space above this line for Recorder's use only)

MEMORANDUM OF SOLAR ENERGY AND ENERGY STORAGE LEASE
AGREEMENT

April

This MEMORANDUM OF SOLAR ENERGY AND ENERGY STORAGE LEASE AGREEMENT (this "Memorandum") is made, effective as of February 4th, 2022, by and between KLAMATH LAKE LLC, an Oregon limited liability company ("Landowner"), whose address for purposes hereof is 133 Tiffany Way, Grants Pass, Oregon 97526, and AURORA SOLAR LLC, an Oregon limited liability company ("Lessee"), whose address is 1125 NW Couch, Suite 700, Portland, Oregon 97209, attn: Contracts Administration, in light of the following facts and circumstances:

Landowner and Lessee have entered into that certain Solar Energy and Energy Storage Lease Agreement, dated of even date herewith (the "Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Klamath County, Oregon, as more particularly described on Exhibit A and as generally depicted on Exhibit B, each attached hereto and hereby incorporated herein as if fully set forth in this Memorandum. Landowner and Lessee have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Agreement. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement and the Agreement shall control over this Memorandum in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Agreement. The lease created by the Agreement is solely and exclusively for solar energy and energy storage purposes, as defined in the Agreement, and Lessee shall have the exclusive right to use the Property for solar energy and energy storage purposes, together with certain related rights related to the Property as more fully described in the Agreement. Reference is hereby made to the Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Agreement.

2. **Term.** The term of the Agreement and lease created thereby commenced on the Effective Date and, unless earlier terminated, is composed of the Development Period and the Extended Term, which together shall be not greater than forty-five (45) years.

3. **Ownership.** Landowner shall have no ownership or other interest in any Energy Facilities installed on the Property, and Lessee may remove any or all of Lessee's Energy Facilities at any time.

4. **No Interference.** Among other things, the Agreement provides that neither Landowner, nor any grant of rights Landowner hereafter makes to any person or entity, whether located on the Property or elsewhere, shall not, in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Energy Facilities located on the Property; (ii) access over the Property to Energy Facilities; (iii) the undertaking of any other activities of Lessee permitted under the Agreement; (iv) the availability, accessibility, or non-obstructed passage of direct solar radiation across the Property; or (v) the transmission of electric, electromagnetic or other forms of energy to or from the Property. In no event during the Term shall Landowner construct, build or locate or allow others to construct, build or locate any Energy Facilities or similar project on the Property.

5. **Successors and Assigns.** The Parties hereby agree that all of the covenants and agreements contained in the Agreement touch and concern the Property and are expressly intended to, and shall, be covenants running with the land. The Agreement shall burden the Property and shall run with the land. Any assignment by Landowner of the rights and obligations under the Agreement (including but not limited to any assignment of payments or other partial assignments) shall be subject to the terms of the Agreement. The Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under Section 10 of the Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to "Lessee" in the Agreement shall be deemed to include Assignees and Tenants that hold a direct ownership interest in the Agreement and actually are exercising rights under the Agreement to the extent consistent with such interest.

6. **No Conflict.** In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify,

limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement.

7. **Multiple Counterparts.** This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

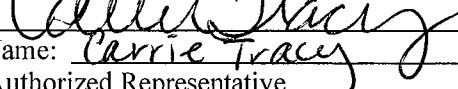
8. **Governing Law.** This Memorandum and the Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

[SIGNATURE PAGES FOLLOW]

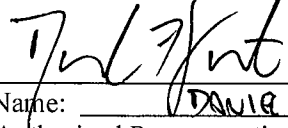
IN WITNESS WHEREOF, Lessee and Landowner have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

AURORA SOLAR LLC,
an Oregon limited liability company

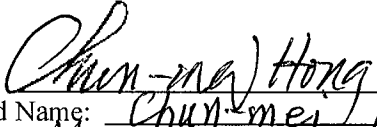
By: 
Printed Name: Carrie Tracy
Title: Authorized Representative

LEGAL
KLR

By: 
Printed Name: DANIEL SAUTER
Title: Authorized Representative

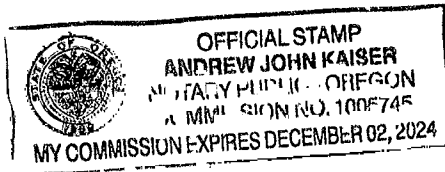
LANDOWNER:

KLAMATH LAKE LLC,
an Oregon limited liability company

By: 
Printed Name: Chun-mei Hong
Title: Manager

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

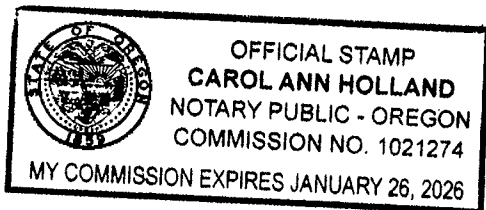
The foregoing instrument was acknowledged before me this 4th day of April, 2022 by Garic Tracy and Daniel Sandberg, as Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public for Oregon
My commission expires: December 02, 2024
Commission No.: 1005745

STATE OF OREGON)
) ss.
COUNTY OF Josephine)

The foregoing instrument was acknowledged before me this 7 day of March, 2022 by Chun Mei Hong, as Manager of KLAMATH LAKE LLC, an Oregon limited liability company.



[Signature]
Notary Public for Oregon
My commission expires: 1-26-26
Commission No.: 1021274

EXHIBIT A

DESCRIPTION OF PROPERTY

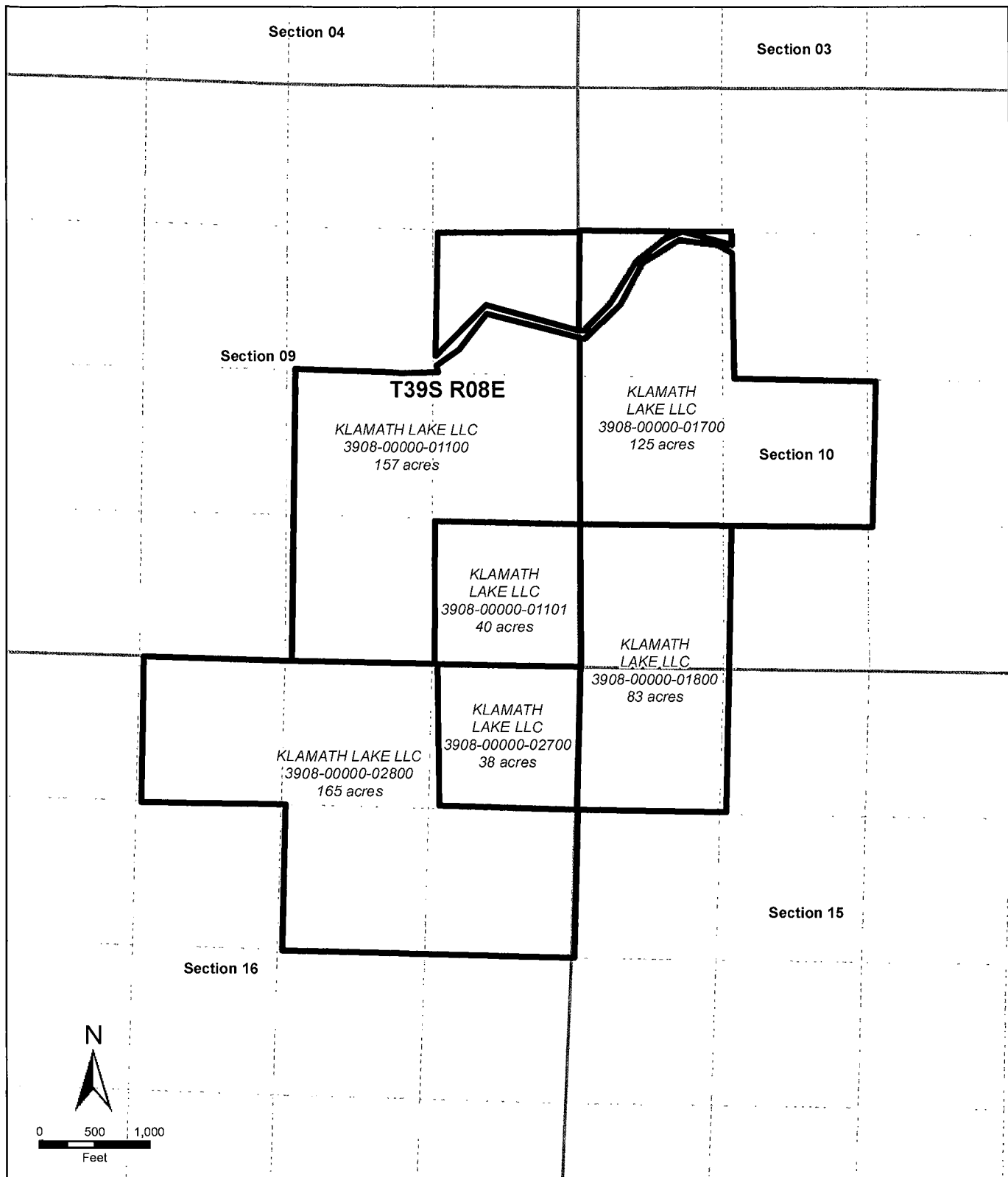
All that certain real property located in Klamath County, Oregon, more particularly described as follows:

Parcels 1, 2, and 3 of Major Land Partition 65-91, filed February 10, 1992 situated in Sections 9, 10, 15, and 16 of Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

EXHIBIT B

DEPICTION OF THE PROPERTY

[FOLLOWS THIS PAGE]



Legend

- Property Boundary
- Township
- Section Boundary
- Quarter Section Boundary

Exhibit B Depiction of Property Klamath Lake LLC

Sparrow Solar



**AVANGRID
RENEWABLES**