

2023-004739

Klamath County, Oregon

06/21/2023 09:04:02 AM

Fee: \$112.00

This instrument prepared by and  
after recording return to:

Hecate Energy LLC.  
Attn: Development Manager  
621 W. Randolph St. Suite 200  
Chicago, IL 60661

(This space reserved for recording information)

### **MEMORANDUM OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT**

THIS MEMORANDUM OF OPTION AGREEMENT FOR PURCHASE OF EASEMENT (the "**Memorandum**"), is made as of this 18th day of August, 2021 (the "**Effective Date**"), by and between **Steven E. Johnson** ("**Owner**"), with an address at 6583 W. Langell Valley Road, Bonanza, OR 97623, and **Hecate Energy Bonanza LLC**, a Delaware limited liability company ("**Hecate**"), with an address at 621 W. Randolph St., Suite 200, Chicago, IL 60661, Attn: Development Manager.

1. Owner holds fee simple title to certain real property located at PID(s) 604929, 900725, Klamath County, State of Oregon, that is more particularly described on Exhibit "A" attached hereto (collectively, the "**Property**"). Pursuant to that certain Option Agreement for Purchase of Easement dated as of August 18th, 2021, by and between Owner and Hecate (the "**Option Agreement**"), Owner granted to Hecate, and Hecate acquired from Owner, an exclusive option to purchase (the "**Option**") an easement of right of way that is one hundred fifty feet (150') in width across a certain portion of the Property as described, shown and designated on Exhibit "A-1" attached hereto (the "**Easement Area**"), upon and subject to the terms and conditions contained in the Option Agreement.

2. The Option has an initial term of up to twelve (12) months, commencing on the Effective Date, and expiring in accordance with the Option Agreement (the "**Initial Term**"), and may be extended by Hecate for up to an additional thirty-six (36) months beyond expiration of the Initial Term.

3. No grant, sale, lease, encumbrance, lien, transfer or other conveyance affecting the Easement Area which is created or entered into after the Effective Date shall be valid or effective without obtaining Hecate's prior written consent. All such grants, sales, leases, mortgages, encumbrances, liens, transfers and other conveyances shall be subject and subordinate to Hecate's interest in the Easement Area under the Option Agreement.

4. The covenants and agreements of Owner under the Option Agreement are covenants running with the land and shall be binding upon Owner and Owner's heirs, representatives, successors and assigns.

5. The purpose of this Memorandum is to give notice of the existence of Hecate's option rights granted in the Option Agreement, to which Option Agreement reference is made for a full description of the terms and conditions thereof. In the event any of the terms and provisions of this Memorandum conflict with the terms and provisions of the Option Agreement, the terms and provisions of the Option Agreement shall control. The parties may be contacted at the addresses set forth above for further information.

6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[Signature Pages Follow This Page]*

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

#### **PARCEL A:**

UNSURVEYED PARCEL 1 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE NE1/4 SE1/4 OF SECTION 22, THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 27, T39S, R11EWM AND SAID SECTION 22, 23 AND 26; THENCE N00°10'11"E 1333.55 FEET, MORE OR LESS, TO THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 22 AND 23; THENCE WEST, ALONG THE EAST-WEST CENTERLINE OF THE SE1/4 OF SAID SECTION 22 1220 FEET, MORE OR LESS; THENCE, LEAVING SAID EAST-WEST LINE, NORTH 100 FEET; THENCE WEST 100 FEET TO THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 22; THENCE NORTH, ALONG SAID CENTERLINE, 1220 FEET, MORE OR LESS, TO THE C-E 1/16 CORNER OF SAID SECTION 22; THENCE EAST 1320 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SAID SECTIONS 22 AND 23; THENCE S89°56'10"E 3984.50 FEET TO THE C-E 1/16 CORNER OF SAID SECTION 23; THENCE S00°01'05"E, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 23, 2085 FEET, MORE OR LESS; THENCE, LEAVING THE SAID NORTH-SOUTH LINE, S89°46'07"W 1704 FEET, MORE OR LESS, TO A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE POINT OF BEGINNING; THENCE S15°55'01"E 819.20 FEET; THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS; THENCE N34°W 23 FEET, MORE OR LESS; THENCE N86°W 406 FEET; THENCE N08°E 1333 FEET, MORE OR LESS, TO THE SECTION LINE COMMON TO SAID SECTIONS 23 AND 26; THENCE WEST 441 FEET TO THE POINT OF BEGINNING, CONTAINING 297 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

#### **PARCEL B:**

UNSURVEYED PARCEL 2 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 22 AND 27, T39S, R11EWM AND SAID SECTIONS 23 AND 26; THENCE S15°55'01"E 819.20 FEET; THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS; THENCE S34°E 788 FEET, MORE OR LESS; THENCE S64°E 407 FEET; THENCE S56°E 810 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SECTION 26; THENCE EAST, ALONG THE SAID

EAST-WEST LINE, 1000 FEET, MORE OR LESS, TO THE CENTERLINE OF WEST LANGELL VALLEY ROAD, AND BEING ON THE BOUNDARY OF PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3 THE FOLLOWING COURSES, NORTHWEST, ALONG THE SAID CENTERLINE, 980 FEET, MORE OR LESS, LEAVING THE SAID CENTERLINE, N70°10'51"E 458.46 FEET AND N73°32'10"E 414.18 FEET TO A POINT ON THE BOUNDARY OF PARCEL 2 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 2 THE FOLLOWING COURSES, N70°11'58"E 268.13 FEET AND S19°05'52"E 200.72 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3, SOUTHEASTERLY 1779 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SECTION 25, T39S, R11EWM, AND SAID SECTION 26; THENCE, LEAVING THE BOUNDARY OF SAID PARCEL 3, NORTH 1320 FEET, MORE OR LESS, TO THE NORTH 1/16 CORNER COMMON TO SAID SECTIONS 25 AND 26; THENCE WEST 1320 FEET, MORE OR LESS, TO THE NE1/16 CORNER OF SAID SECTION 26; THENCE NORTH 1320 FEET, MORE OR LESS, TO THE EAST 1/16 CORNER COMMON TO SAID SECTIONS 23 AND 26; THENCE N00°01'05"W, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 23, 576 FEET, MORE OR LESS, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS N89°46'07"W; THENCE N89°46'07"W 1704 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 161 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

**EXHIBIT A-1**

**DESCRIPTION OF THE EASEMENT AREA**



IN WITNESS WHEREOF, Owner and Company have caused this Memorandum of Option Agreement for Lease to be executed as of the date first above written.

**OWNER:**

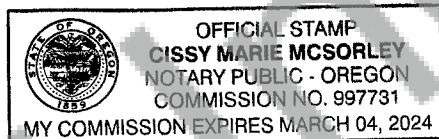
By: Steven E. Johnson  
Name: Steven E. Johnson  
Its: Owner

STATE OF OREGON  
COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me this 18 day of August, 2021, by Steven E. Johnson, on behalf of the Owner. Such person did not take an oath and:  
(notary must check applicable box)

- ☐ is/are personally known to me.  
☒ produced a current Oregon driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



Cissy Marie Mcsorley  
Signature of Notary  
Cissy Marie Mcsorley  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal): 997731  
My Commission Expires (if not legible on seal): 03-04-24

**COMPANY:**

**HECATE ENERGY BONANZA LLC**, a Delaware limited liability company

By: [Signature]  
Name: MARK ZWIEG  
Title: Representative

STATE OF Oregon  
COUNTY OF Klamath

The foregoing instrument was acknowledged before me this 18 day of August, 2021, by Mark Zwieg, as representative of **Hecate Energy Bonanza LLC**, a Delaware limited liability company, on behalf of the company. Such person did not take an oath and: *(notary must check applicable box)*

- ☐ is/are personally known to me.  
☒ produced a current MN driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

[Signature]  
Signature of Notary  
Cissy Marie McSorley  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal): 997731  
My Commission Expires (if not legible on seal): 03-04-24

