

2025-003504

Klamath County, Oregon

05/09/2025 01:30:01 PM

Fee: \$122.00

Docusign Envelope ID: 4F0B105E-0F53-45E6-9045-D0B5D763F88A

**This document was prepared by,
and when recorded return to:**

Reactivate OR Development, LLC
c/o Reactivate DevCo LLC
2045 W Grand Ave. Ste B, PMB 52340
Chicago, IL 60612
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

MEMORANDUM OF SOLAR AND STORAGE EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR AND STORAGE EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of the date of the last signature hereto, between **Jerry Molatore and Yvette Molatore** (together with their successors, assigns and heirs, "Owner"), whose address is 2942 Anchor Way, Klamath Falls, OR 97601, and **Reactivate OR Development, LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is 2045 W Grand Ave., Ste B, PMB 52340, Chicago, IL 60612, with regard to the following:

1. Owner and Grantee did enter into that certain SOLAR AND STORAGE EASEMENT AGREEMENT dated on or about the date hereof (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 (i) converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; and/or (ii) energy storage and collecting and transmitting the electrical energy so stored; (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 Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property. Without limiting the generality of the foregoing, the Agreement further provides that neither Owner nor any person claiming through or authorized by Owner shall (i) engage in any activity on the Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) and vertically one hundred and eighty degrees (180°) (or such greater degrees as may be necessary to achieve a vertical angle that extends from the surface of the land in all directions to the opposite surface of the land in opposing directions) from each point within the Property where any Facilities are or may be located at any time or from time to time to the boundaries of the Property, and vertically through all space above the surface of the Property, it being the intent of the Parties that such description of angles and distances expanding outward from any one point will result in encompassing all space above the surface of the entire Property; or (ii) engage in any activity which would cause the introduction of excessive dust for continued and prolonged periods of time onto the Property ("Non-

Obstruction Easement”). For the avoidance of doubt, Owner is granting to Tenant a “solar energy easement” as defined in ORS 105.885(2), and to the extent applicable, the terms of the definition of Non-Obstruction Easement are intended to comply with the requirements set forth in ORS 105.895.

3. The Agreement shall be for a development term of up to ten (10) years, a construction term, a first extended term of thirty-five (35) years, second extended term of five (5) years, and third extended term of five (5) 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 Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all 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 of the last signature hereto.

OWNER:

By: Jerry Molatore

Date of Signature: 3/11/21

By: Yvette Molatore

Date of Signature: 3/11/21

GRANTEE:

Reactivate OR Development, LLC,
a Delaware limited liability company

By: Utopia Hill Initial
km

Name: Utopia Hill

Title: Manager

Date of Signature: 3/21/2025

Unofficial Copy

ACKNOWLEDGMENT OF OWNER

STATE OF Oregon)
COUNTY OF Clatsop) SS:

This record was acknowledged before me on (date) 3/1/25 by (name(s) of individual(s)) Joseph as
(type of authority, such as officer or trustee) individual of (name of party on behalf of whom record was
executed) 3/1/25.

(SEAL)

Frank W. Wolfe
(signature)

Title of Office: Notary Public

Frank W. Wolfe
(printed name) NOTARY PUBLIC

My commission expires: 3/16/27

STATE OF Oregon)
COUNTY OF Clatsop) SS:

This record was acknowledged before me on (date) 3/1/25 by (name(s) of individual(s)) Joseph as
(type of authority, such as officer or trustee) individual of (name of party on behalf of whom record was
executed) 3/1/25.

(SEAL)

Frank W. Wolfe
(signature)

Title of Office: Notary Public

Frank W. Wolfe
(printed name) NOTARY PUBLIC

My commission expires: 3/16/27

ACKNOWLEDGMENT OF GRANTEE

STATE OF IL
COUNTY OF COOK) SS:

This record was acknowledged before me on (date) 3/2/25 by (name(s) of individual(s)) Utopia Hill as
(type of authority, such as officer or trustee) manager of (name of party on behalf of whom record was
executed) Reactwalk OR Development LLC

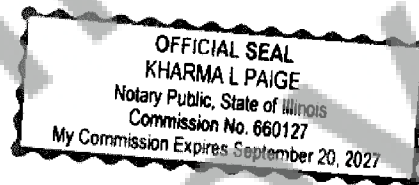
(SEAL)

Kharmal Paige
(signature)

Kharmal Paige
(printed name) NOTARY PUBLIC

Title of Office: Notary Public

My commission expires: 9/20/27



**EXHIBIT A of the Easement Memorandum
Description of the Property**

A - 1

APN: 3909-02800-00700

Account#: 584861

**A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 39 SOUTH RANGE 9 E.W.M.,
KLAMATH COUNTY, OREGON: TWP 39 RNG 9 SEC 28 – POR NW4NW4**

Unofficial Copy

A-3

APN: 3909-02800-00600

Account: 584852

**A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 39 SOUTH RANGE 9 E.W.M.,
KLAMATH COUNTY, OREGON: TWP 39 RNG 9 SEC 28 – POR NE4NW4 POR SE4NW4**



A4

APN: 3909-02800-01700

Account: 585085

**A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 39 SOUTH RANGE 9 E.W.M.,
KLAMATH COUNTY, OREGON: TWP 39 RNG 9 SEC 28 – POR SE4NE4**

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Oregon State Parks, State of Oregon GEO, © OpenStreetMap contributors, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS