

2025-004908

Klamath County, Oregon

06/25/2025 09:28:02 AM

Fee: \$132.00

DOCUMENT PREPARED BY:

Charlie Branham

RECORDING REQUESTED BY:

ENGIE Distributed Renewables Development LLC

AND WHEN RECORDED MAIL TO:

ENGIE Distributed Renewables Development LLC

225 West Hubbard Street, Suite 200

Chicago, IL 60654

Attn: Navya Gundeti

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Hickey Ranches, Incorporated

Klamath County Recording, OR

Return to Navya Gundeti
ENGIE Distributed Renewables Development LLC
225 West Hubbard Street, Suite 200
Chicago, Illinois 60654

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION
(Additional recording fee applies)

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

This MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”), is made effective as of the 3 day of April, 2025, by and between Hickey Ranches Incorporated, an Oregon corporation (“**Owner**”), and ENGIE Distributed Renewables Development LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Owner and Tenant have entered into that certain Solar Energy Lease and Easement Agreement dated April 3, 2025 (as it may be amended or amended and restated from time to time) (“**Effective Date**”) (the “**Agreement**”), pursuant to which Owner, by its terms, leases and grants to Tenant certain interests in the land described in Exhibit A attached hereto and incorporated by this reference (the “**Property**”).

B. The parties desire to enter into and record this Memorandum in order that third parties may have notice of the interests of the Tenant in the Property and adjacent real property and easements owned by Owner resulting from the Agreement. Capitalized terms used and not defined herein have the meaning given to them in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant do hereby agree as follows.

1. Lease: Description of Intended Improvements. Owner has leased a portion of the Property to Tenant on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property for solar energy and energy storage purposes and provides that Tenant shall have the exclusive right to use the Property for solar energy and energy storage purposes. The phrase “solar energy purposes” includes but is not limited to converting solar energy into electrical energy, and collecting and transmitting and storing the electrical energy so converted through underground and overhead lines as provided therein, together with the following activities related thereto: (a) determining the feasibility of energy storage, solar energy conversion and other power generation on the Property, including studies of sunlight, shadow, solar energy and other meteorological data, geotechnical studies, excavations, and extracting of soil samples, and other testing, studies or sampling desired by Tenant; (c) developing, constructing, installing, using, replacing, relocating, controlling, using and removing from time to time, and maintaining and operating Project Facilities and Transmission Facilities overhead and underground; and (c) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant that Tenant reasonably determines are necessary, useful, or appropriate to accomplish any of the foregoing, including the right to erect, construct, reconstruct, replace, relocate, remove, control, maintain and use the Project Facilities.

2. Grant of Easements. The Owner has granted to Tenant the following easements:

- (a) An exclusive easement to capture, use, convert, and maintain the free and unobstructed sunlight over and across the Property, including an easement on all of Owner's property including any adjoining property for receipt of and access to sunlight throughout the Property. Any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (b) An exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities;
- (c) An exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of Transmission Facilities ("**Transmission Easement**"); said easement is exclusive with respect to the right to use the Property for the purpose of transmitting electricity;
- (d) A non-exclusive easement and right of access and of ingress to and egress from the Project Facilities, as well as a non-exclusive easement for access to and from adjacent land, including the right of access for cranes, in each case by means of any existing roads on the Property to the extent of Owner's rights over such adjacent land and existing roads, and by such other permanent or temporary roads as Tenant may construct on the Property, for the benefit of and for purposes incidental to the Project and Operations on the Property ("**Access Easement**"). Upon the commencement of the Operations Term such easement and right of access of ingress to and egress from the Project Facilities shall be exclusive unless otherwise agreed upon by Tenant and Owner pursuant to the terms of the Agreement;
- (e) A non-exclusive easement and right for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Operations conducted, or Project Facilities owned, leased, operated or maintained by Tenant on the Property, including but not limited to rights to cast shadows and reflect glare onto all of Owner's property including any adjoining property, from the Project Facilities and/or any and all other related facilities, wherever located ("**Other Easement**"). Upon the commencement of the Operations Term such easement as to the Property shall be exclusive;
- (f) The right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Project, including, without limitation, guy wires and supports;
- (g) The right to use easements owned by Owner as necessary for the construction, operation and maintenance of the Project.

(g) The right to use easements owned by Owner as necessary for the construction, operation and maintenance of the Project; (i) An easement to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Operations, as determined by Tenant (“**Clearance Easement**”);

(h) An easement to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in the Agreement or that are compatible with such purposes or uses;

(i) An exclusive easement and right to a “**Solar Easement**” in the Property to prevent measurable diminishment in output from the Project due to obstruction of the sunlight across the Property. Without limiting the generality of the foregoing, 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 to the 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, as more particularly described in the Agreement (“**Non-Obstruction Easement**”).

(j) An easement (if required by permitting conditions) to plant and maintain trees, shrubs, and other vegetation or visual screening on Owner’s adjacent property.

3. Term of Agreement. The Agreement shall be for an initial Development Option Period of up to Five (5) years, and if becomes effective, a subsequent Construction Term of up to Twelve (12) months, a subsequent Operations Term of up to Thirty (30) years, and Two (2) subsequent extension option of up to Five (5) years each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Non-Interference; Non-Obstruction.

(a) Neither Owner’s activities nor the exercise of any rights hereafter given, granted or authorized by Owner to any other person or entity (whether exercised on the Property or elsewhere), shall materially interfere or take any action to interfere or decrease the output or efficiency of any Project Facilities, with Tenant’s then-existing lease, easement or other rights relating to (i) access by Tenant or its Affiliates or contractors to the Property or any lands in the vicinity of or adjacent to the Property used by Tenant in the Operations, (ii) Operations of Tenant

or its Affiliates or contractors on the Property or on lands adjacent to or in the vicinity of the Property used by Tenant in the Operations, (iii) the exercise of Tenant's rights under the Agreement, or (iv) the undertaking of any other activities permitted by Tenant hereunder. Notwithstanding anything in the Agreement, as of the Effective Date, Owner shall not grant or permit to be granted any encumbrances on the Property or grant any third party any rights on the Property without the prior consent of Tenant which may be reasonably withheld or conditioned; and such encumbrances shall expressly provide that they are subject and subordinate in all respects to the Agreement and to the rights of Tenant and any assignee thereunder.

(b) Without limiting the generality of the foregoing, for so long as the Agreement is in effect, neither Owner nor any other person or entity that has obtained rights after the Effective Date either from Owner or any party claiming, directly or indirectly, under Owner, may take any action that may interfere or decrease the output or efficiency of any Project Facilities or with the sunlight over the Property or any lands owned by Owner in the vicinity of the Property on which Tenant or any Affiliate thereof owns, leases, operates or maintains Project Facilities, and Owner shall not engage in or authorizing other party to engage in any other activity on the Property or elsewhere, that might reasonably be expected to cause a decrease in the output or efficiency of any Project Facilities including but not limited to planting trees, constructing building, facilities, or other structures, exploiting or preparing to exploit the subsurface property rights. Tenant shall have the right to remove any obstructions on the Property to the Project Facilities that adversely affect its Operations.

5. Setbacks. To the extent that (i) Owner now or in the future owns or leases any land adjacent to the Property, and/or (ii) Tenant or any Affiliate thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct any Project Facilities on said land at and/or near the common boundary between the Property and said land, Owner hereby waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including any setback requirements described in any applicable zoning ordinance or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or such Affiliate ("**Setback Requirements**"). Owner further waives any Setback Requirements which may apply to the installation of Project Facilities on the Property. Further, if so requested by Tenant or any such Affiliate, Owner shall promptly, at no unreimbursed cost to Owner, execute, and, if requested by Tenant, cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Tenant or such Affiliate deems necessary or convenient to the obtaining of any entitlement or permit.

6. Third Parties. Owner shall not enter into any easements, leases, or other agreements with respect to the Property, including but not limited to the surface and sub-surface of the Property, after the Effective Date without the prior written approval of Tenant, which approval may not unreasonably be withheld by Tenant; Any such easements, leases or agreements which Tenant approves shall expressly provide that they are subject and subordinate in all respects to the Agreement and to the rights of Owner and any assignee hereunder. Neither Owner nor any

of Owner's lessees or grantees (other than Tenant) shall have any right to use the Property, including but not limited to the surface and sub-surface of the Property, during the period after the Operations Term commences.

7. Mineral Estate. Owner represents it owns one hundred percent (100%) of the subsurface rights in the Property and on one hundred percent (100%) of the oil, gas, and other minerals in, on, under or that may be produced or extracted from the Property, howsoever drilled, mined, or produced (collectively, the "**Mineral Estate**"), Owner agrees it shall not explore for, develop, produce, or otherwise utilize oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement regarding the Mineral Estate with respect to the Property after the Effective Date without the prior written approval of Tenant, which approval may not unreasonably be withheld by Tenant but may be reasonably conditioned; any such agreement which Tenant approves shall expressly provide that they are subject and subordinate in all respects to the Agreement and to the rights of Owner and any assignee hereunder. If Tenant approves Owner to explore for, develop, produce, or otherwise utilize oil, gas, or other minerals from the Mineral Estate underlying the Property or if Tenant approves Owner to authorize third parties to do so on behalf of Owner or on behalf of such third parties, Owner will do so in a manner that does not in any way adversely affect the rights granted to Tenant in the Agreement. Owner agrees that, in conducting any operations of any nature whatsoever with regard to the Mineral Estate which are approved by Tenant (including without limitation, in exploring for, testing for, drilling for, mining, extracting, producing, taking, processing, storing, transporting, marketing, or otherwise developing oil, gas, and/or minerals of any kind or nature on or from the Property), neither Owner nor its agents, contractors, sublessees, grantees, lessees, invitees, licensees, successors, or assigns shall (and Owner hereby waives any rights it has to) use, enter upon, occupy, drill wells on, or place or construct any buildings, facilities, structures, improvements, equipment, machinery, or other property on any portion of the surface of the Property or Easements or adjacent lands owned by Owner that are subject to the terms and conditions of the Agreement.

8. Subordination. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (a) the Agreement and all of Tenant's rights, title, and interests created thereby; (b) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement; and (c) Tenant's right to create a lien in favor of any lender of Tenant's.

9. Rights of Lenders. Pursuant to the Agreement, any Lender of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

10. Legal Description. Owner and Tenant have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of this state has been completed, Tenant may, at its sole option,

unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Owner shall be required for such an amendment to be effective.

11. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement; the terms of the Agreement shall prevail.

12. Other Provisions. The Lease and the Easements are for the additional purposes, are of the nature, and are subject to the requirements and limitations set forth in the Agreement. The Agreement also contains various covenants, obligations and rights of the Parties including, without limitation, provisions relating to Rent, quitclaim of portions of the Property, conduct of operations, restoration of the Property, assignment, lender protections and the waiver of setback requirements by Owner. Owner shall have no ownership or other interest in any Project Facilities installed by Tenant on the Property, and Tenant may remove any or all Project Facilities at any time or from time to time. Owner shall not sever, convey, assign, sell, or otherwise transfer the Property's solar energy rights or interests, the rights to develop, install, operate or maintain solar energy conversion systems, or any other rights granted under the Agreement, including the right to receive payments from the Tenant, separate and apart from the Property's fee title except to a successor owner of the fee title to the Property.

13. Binding on Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in herein and in the Agreement, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

14. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[the remainder of this page is intentionally left blank, signatures and acknowledgements can be found on the following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the day and year first above written.

OWNER:

Hickey Ranches, Incorporated,
an Oregon corporation

By: [Signature]
Name: Denis Hickey

Title: Member

STATE OF Oregon §

§

COUNTY OF Jackson §

Before me, a Notary Public in and for said County and State, personally appeared Denis Hickey who acknowledged the execution of the foregoing Memorandum of Lease and Easement Agreement as his/her voluntary act for the purposes stated therein.

WITNESS my hand and Notarial Seal this 15th day of April, 2025.



Jesse L. Marion
Notary Public

JESSE L. MARION
(Printed Signature)

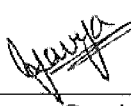
My Commission Expires:
7-13-2025

My County of Residence:
Jackson

TENANT:

ENGIE Distributed Renewables Development LLC,
a Delaware limited liability company

Initial
JT

By: 
Name: Navya Gundeti
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 Santa Clara)

On June 23, 2025 before me, Eric Cho, Notary Public
(Date) (Insert Name and Title of the Officer)
personally appeared Navya Gundeti
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)

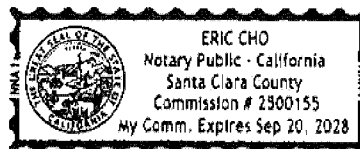


EXHIBIT A
of Memorandum

LEGAL DESCRIPTION OF PROPERTY

Certain real property located in Klamath County, Oregon, described as follows:

That part of the NW1/4 of Section 10, Township 41 South, Range 11 E.W.M. lying between the right of way of the U.S.R.S. "D" Canal and the right of way of the Great Northern Railway Company as both are now constructed upon the ground, more particularly described as follows: Beginning at the center of Section 10, thence W. along the East-West center line of said Section 10 to its point of intersection with the Northeasterly right of way line of said Great Northern Railway Company right of way; thence Westerly following the northeasterly line of said right of way to its intersection with the West line of said Section 10; thence Northerly along said West line of said Section 10 to its intersection with the southerly line of the U.S.R.S. "D" Canal right of way; thence Southeasterly along said Southerly line of "D" Canal right of way to its intersection with the East line of said NW1/4 thence Southerly along the said East line of said NW1/4 to the point of Beginning, containing approximately 118.7 acres