2014-008175 Klamath County, Oregon

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08/06/2014 09:24:02 AM

Fee: \$102.00

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## **Landlord and Mortgagee Waiver**

This instrument was drafted by:

Farm Credit Leasing Services Corporation

600 Highway 169 S, Suite 300

Minneapolis, MN, 55426-1219

Return To:

Lease Agreement Date:

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001-0063763-000

October 31, 2013

Document Recording Services

Dated as of: July 10, 2014

1201 Hayes St. Suite 103

Tallahassee, FL 32301

This Landlord and Mortgagee Waiver is entered into by and among the following parties:

Lessor: FARM CREDIT LEASING SERVICES CORPORATION

Lessee(s): CALIFORNIA CLOVERLEAF FARMS, A CALIFORNIA GENERAL PARTNERSHIP

Owner of Real Estate Parcel 1: ZEBULON EDWARD BURROUGHS AND MERIDITH HAILEY BURROUGHS

Second Owner of Real Estate Parcel 2: WARD N. BURROUGHS AND ROSE MARIE BURROUGHS, TRUSTEES OF THE BURROUGHS REVOCABLE TRUST DATED AUGUST 5, 1993, AS RESTATED ON NOVEMBER 20, 2007

Real Estate Mortgagee: YOSEMITE LAND BANK, FLCA

WHEREAS, the undersigned hold certain interests in the below described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated as specified above ("Lease") with Lessor as described herein ("Lessor") for the lease of certain structures and/or equipment located on the Property ("Equipment").

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

#### **Additional Terms:**

- 1. The Equipment shall remain severed from the Property;
- 2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of

the parties, and shall not become a fixture or a part of the Property;

3. Title and ownership of the Equipment shall remain with the Lessor;

- 4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure on which the Equipment is placed;
- 5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding six (6) months after the receipt by the Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;
- 6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and
- 7. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Landlord and Mortgagee Waiver binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

### **Legal Description:**

PARCEL 1: Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon Section 24: All Section 25: N ½; N½ SW¼; SE ¼ SW ¼; EXCEPTING therefrom that portion lying Southwesterly of the County Road No. 1101. PARCEL 2: The SE ¼ of Section 25, Township 37 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon.

#### Parcel ID Number:

## **Equipment Description:**

### Quantity/Condition/Year/Manufacturer/Model/Description/Serial #

1/New/2014/Miscellaneous/100 kW/Ground Mount Photovoltaic Solar System/See Exhibit A 1/New/2014/Miscellaneous/100 kW/Ground Mount Photovoltaic Solar System/See Exhibit A 1/New/2014/Miscellaneous/100 kW/Ground Mount Photovoltaic Solar System/See Exhibit A 1/New/2014/Miscellaneous/10 kW/Ground Mount Photovoltaic Solar System/See Exhibit A 1/New/2014/Miscellaneous/10 kW/Ground Mount Photovoltaic Solar System/See Exhibit A 1/New/2014/Miscellaneous/10 kW/Ground Mount Photovoltaic Solar System/See Exhibit A

Lessor: FARM CREDIT LEASIN	G SERVICES CORPORATION			
"amil white	April White		Leasing Services S	Specialist III
Signature	Name		Title	
Lessee(s): CALIFORNIA PARTNERSHIP	CLOVERLEAF FARMS,	A	CALIFORNIA	GENERAI

See SIGNATURE PAGE

## **SIGNATURE PAGE**

IN WITNESS WHEREOF. the undersigned hereby executes and delivers this Landlord and Mortgagee

Waiver as of the day and year note	ed above.	
Lessee(s): CALIFORNIA CL PARTNEKSHIP	OVERLEAF FARMS, A CALI	FORNIA GENERAL
By: MERIDITH H. BURROUGHS	Kur	
By: THE BURROUGHS REVOCA REVOCABLE TRUST DATED No August 5, 1993, as Restated on Nov	ABLE TRUST DATED AUGUST 5, 19 OVEMBER 20, 2007 (a/k/a The Burro vember 20, 2007), Partner	93, N/K/A THE BURROUGHS ughs Revocable Trust Dated
Ward N. Burroughs, Truste	ee	
Rose Marie Burroughs, Tru	estee	
Owner of Real Estate: ZEBUL BURROUGHS	ON EDWARD BURROUGHS A	ND MERIDITH HAILEY
July Edwards A	Zebulon Edward Burroughs	Individual
Signature	Name	Title
meider such	Meridith Hailey Burroughs	Individual
Signature	Name	Title
Second Owner of Real Estate:	WARD N. BURROUGHS AND	ROSE MARIE BURROUGH
TRUSTEES OF THE BURRO	OUGHS REVOCABLE TRUST D	ATED AUGUST 5, 1993, AS
RESTATED ON NOVEMBE		
	Ward N. Burroughs	Trustee
Signature	Name	Title
	Rose Marie Burroughs	Trustee
Signature	Name	Title
Real Estate Mortgagee: YOSE	EMITE LAND BANK, FLCA	
Signature	Name	Title

#### SIGNATURE PAGE

IN WITNESS WHEREOF. the undersigned hereby executes and delivers this Landlord and Mortgagee Waiver as of the day and year noted above.

Lessee(s): CALIFORNIA CLOVERLEAF FARMS, A CALIFORNIA GENERAL **PARTNERSHIP** 

By: ZEBULON E. BURROUGHS, P.	artner	
By: MERIDITH H. BURROUGHS, 1	Partner	
By: THE BURROUGHS REVOCAB REVOCABLE TRUST DATED NOV August 5, 1993, as Restated on Nover	<b>VEMBER 20, 2007 (a/k/a The Bu</b>	
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Rose Marie Burroughs, Trust	ee /	_
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	Zebulon Edward Burroughs	Individual
Signature	Name	Title
	Meridith Hailey Burroughs	Individual
Signature	Name	Title
Second Owner of Real Estate: W	VARD N. BURROUGHS A:	ND ROSE MARIE BURROUGHS,
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Signature	Ward N. Burroughs Name	Trustee Title
X Ma Brul	Rose Marie Burroughs	Trustee
Signature	Name	Title
Real Estate Mortgagee: YOSEM	IITE LAND BANK, FLCA	
William J. Ray	William J. RAY	Vice Pres Senior Relationship
Signature (/	Name	Title

<u> </u>	
All Purpose Acknowledgement	
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the same in his/her/their authorized capacity(ies), and that by	Attorney-In-Fact Trustee
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed	Guardian/Conservator
the instrument	X Other:
	Leasing Services Specialist III
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Notary Public WALLY M Dodin	Farm Credit Leasing Services Corporation
Notary Ludic Williams	Turn Great Leading Services Corporation
	Name of person(s) or entity(ies)
	raine of person(s) in entity(tes)
SUSAN MARY BODIN	
Notary Public	
Minnesota	
My Commission Expires 01/31/2015	
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State Of County Of  On  Day 10 Before me,  Melant Annote Lawitum  name of Notary Public  Zebulop Edward Burroughs  name of signer  personally known to me -OR-  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument  Witness my hand and official seal  Notary Public  OFFICIAL SEAL	Individual Corporate Officer  Limited Partner General Partner Attorney-In-Fact Trustee Guardian/Conservator Other:  Signer Is Representing Zebulon E. Burroughs

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All Purpose Acknowledgement	
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County Of Karnath	☐ Individual ☐ Corporate Officer
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date name of Notary Public personally appeared Meridith H. Burroughs	tile
name of signer	
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within	Limited Partner General Partner
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by	Attorney-In-Fact
his/her/their signature(s) on the instrument the person(s), or	Trustee
the entity upon behalf of which the person(s) acted, executed the instrument	Guardian/Conservator
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OFFICIAL SEAL	*** *** *** ***
MELANIE ANNETTE LAYBOURN	
NOTARY PUBLIC - OREGON COMMISSION NO. 477556	
MY COMMISSION EXPIRES APRIL 18, 2017	
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instrument and acknowledged to me that he/she/they executed	General Partner Attorney-In-Fact
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or	Trustee
the entity upon behalf of which the person(s) acted, executed	Guardian/Conservator
the instrument	Other:
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Notary Public	Meridith Hailey Burroughs
	Name of person(s) or entity(ies)
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MELANE ANNETTE LAYBOURN NOTARY PUBLIC - OREGON	
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State of California ) County of Mcced )
on July 11, 2014 before me, Kelly R. Karneholo, a notary public personally appeared Ward N. Buroughs and Rose Marie. Borroughs, who proved to me on the basis of satisfactory evidence to be the person 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 & R. Kanachelo

KELLY R. KANAEHOLO Commission # 2041130 Notary Public - California Merced County
My Comm. Expires Oct 10, 2017

State of California ) County of <u>Nerceol</u> )	,
On Joly before me, before me, personally appeared William J Ray basis of satisfactory evidence to be the person(s) whose name(s) Say acknowledged to me that he specified executed the same in his/her/their signature(s) on the instrument the person(s), or the entity executed the instrument.	geir authorized capacity(ies), and that by
I certify under PENALTY OF PERJURY under the laws of the State of true and correct.	California that the foregoing paragraph is
WITNESS my hand and official seal.	
Signature Kelly R. Kanachob	KELLY R. KANAEHOLO Commission # 2041130 Notary Public - California Merced County My Comm. Expires Oct 10, 2017



**Exhibit A** 

Contract No: 001-0063763-000

Minneapolis, MN 55426

### Dated As Of: July 10, 2014

This Exhibit A, shall be for the sole purpose of providing additional detailed information regarding the specification of the equipment to be leased. Upon execution by Lessee, it is made a part of that certain Schedule A referenced in the Contract Number listed above.

# Lessee(s): CALIFORNIA CLOVERLEAF FARMS, A CALIFORNIA GENERAL PARTNERSHIP

#### See SIGNATURE PAGE

76709	One (1) New 2014 126 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Four hundred ninety (490) REC 255 PE PV Modules, 225W Poly Panels; Three (3) SMA STP24TL-USCU-10, NON-Isolated String Inverter, 24 kW Tripower; Two (2) SMA STP20TL-USCU-10, NON-Isolated String Inverter, 20 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Seventy-six (76) Fuse, MERSEN, 15 Amp 100 VDC; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical.
77438	One (1) New 2014 100 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Three hundred ninety-two (392) REC 255 PE PV Modules, 225W Poly Panels; Three (3) SMA STP24TL-USCU-10, Non Isolated String Inverter, 24 kW Tripower; One (1) SMA STP15TL-USCU-10, Non Isolated String Inverter, 15 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Sixty-two (62) Fuse, MERSEN, 15 Amp 100 VDC; One (1) Lot Schletter Inc. Ground Mount; Four (4) Midnite String Combiner with Disconnect 160A, 600VDC, 8-Strings; Eight (8) Disconnect Square D HU362RB 60 A 600V; Eight (8) Busbar, Square D, GTK0610; One (1) Lot Racking; and One (1) Lot Electrical.
77439	One (1) New 2014 100 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Three hundred ninety-two (392) REC 255 PE PV Modules, 225W Poly Panels; Three (3) SMA STP24TL-USCU-10, NON-Isolated String Inverter, 24 kW Tripower; One (1) SMA STP15TL-USCU-10, NON-Isolated String Inverter, 15 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Sixty-two (62) Fuse, MERSEN, 15 Amp 100 VDC; One (1) Lot Schletter Inc. Ground Mount; Four (4) Midnite String Combiner with Disconnect 160A, 600VDC, 8-Strings; Eight (8) Disconnect Square D HU362RB 60 A 600V; Eight (8) Busbar, Square D, GTK0610; One (1) Lot Racking; and One (1) Lot Electrical.
77440	One (1) New 2014 10 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Thirty-nine (39) REC 255 PE PV Modules, 225W Poly Panels; One (1) SMA Sunnyboy 6000US-12; One (1) SMA Sunnyboy 3800US-12; Three (3) SMA SWPB-US-10 Speedwire Webconnect Interface Card; Two (2) Breaker QO 40A 120/240VDC; One (1) Load Center; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical.
77441	One (1) New 2014 10 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Thirty-nine (39) REC 255 PE PV Modules, 225W Poly Panels; One (1) SMA Sunnyboy 6000US-12; One (1) SMA Sunnyboy 3800US-12; Three (3) SMA SWPB-US-10 Speedwire Webconnect Interface Card; Two (2) Breaker QO 40A 120/240VDC; One (1) Load Center; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical.
77445	One (1) New 2014 104 kW DC Fixed Ground Mount Photovoltaic Solar System together with all attachments, components, and accessories including, but not limited to, the following: Four hundred eight (408) REC 255 PE PV Modules; Three (3) SMA STP24TL-USCU-10, NON-Isolated String Inverter, 24 kW Tripower; One (1) SMA STP20TL-USCU-10, NON-Isolated String Inverter, 20 kW Tripower; One (1) SMA CLOCON-10, Inverter Control Interface, Cluster Controller; Sixty-four (64) Fuse, MERSEN, 15 Amp 100VDC; One (1) Lot Schletter Inc. Ground Mount; One (1) Lot Racking; and One (1) Lot Electrical.