



2016-007121

Klamath County, Oregon

07/05/2016 03:08:27 PM

Fee: \$87.00

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

Klamath Falls Solar 1, LLC  
c/o SolarCity Corporation  
3055 Clearview Way  
San Mateo, CA 94402  
Attention: Legal Department

### MEMORANDUM OF LEASE AND EASEMENTS

This Memorandum of Lease and Easements ("Memorandum") is made by and between the undersigned Owner and Tenant.

1. The Owner is (1) Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of The Juanita S. Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, who took title as the Juanita Goode Trust, and (2) Ewauna Park, LLC, whose address is 24737 Prospect Ave., Los Altos Hills, CA, 94022.

2. The Tenant is Klamath Falls Solar 1, LLC, a(n) Oregon limited liability company, whose address is c/o SolarCity Corporation, 3055 Clearview Way, San Mateo, CA 94402  
Attention: Legal Department.

3. Owner and Tenant entered into a certain Land Lease and Solar Easement dated FEBRUARY 3, 2016 (the "Lease") with respect to certain premises situated in Klamath County, Oregon, as more fully described in Exhibit "A", attached hereto (the "Solar Premises"), and all or portions of the real property owned by Owner as more particularly described in Exhibit "B" attached hereto (sometimes referred to as the "Owner's Property" or the "Area of Interest").

4. The term of the Lease commenced on FEBRUARY 3, 2016, and ends on or before 11:59 PM FEBRUARY 3, 2042.

5. It is understood that the purpose of this instrument is to evidence of record, pursuant to ORS 93.710, a leasehold estate, the terms and conditions of which are contained in the aforementioned Lease, together with various other rights and easements, including without limitation, "solar easements" within the meaning of ORS 105.885-.895 and one or more access and utility easements and other rights and easements in, to, through or over the Owner's Property as more specifically described in the Lease. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease, which is hereby incorporated by this reference into this Memorandum. In the event of any conflict between the provisions of the

Lease and this Memorandum, the provisions of the Lease shall control. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. Among other things, the Lease (a) provides that Tenant may locate and/or relocate or expand its operations and Solar Facilities from time to time within the Solar Premises and related easement areas and that Tenant has certain easement and other rights in and to the Owner's Property and (b) grants (and Owner hereby grants) Tenant exclusive solar easement rights, including that, Owner hereby grants to Tenant the sole right to capture unimpeded solar insolation throughout the Area of Interest. Owner shall not install nor allow any person or entity (other than Tenant) to install any obstruction which may impair solar insolation on the Solar Premises. Structures, improvements, trees, and vegetation located on Owner's Property which may impair solar insolation on the Solar Premises may be removed by Tenant at Tenant's expense. Owner may not create or permit to be created on Owner's Property or any adjacent land owned by Owner any structures or improvements, or plant any trees or other vegetation which may, in Tenant's sole judgment, impede or interfere with solar insolation on the Solar Premises or Tenant's operations, unless Owner has received written approval from Tenant (such approval not to be unreasonably withheld).

Pursuant to ORS 105.885-.895, Owner covenants that, except to the extent expressly approved in writing beforehand by Tenant in each instance, which approval shall not be unreasonably withheld, neither Owner nor any other person (other than Tenant and persons claiming through or under Tenant) shall obstruct or interfere with the free flow of solar insolation/radiation onto, into and throughout the entire area of the Solar Premises, provided that, in no event shall Owner install, erect or permit any structure, improvement, tree or vegetation on Owner's Property within a setback area measured from the boundary of the Solar Premises equal to three times the height of such structure, improvement, tree or vegetation at any time or that casts any shadow on the Solar Premises that could fall on any Solar Facilities then or thereafter installed. The parties do not intend to unreasonably restrict Owner's development of areas of the Owner's Property outside the Solar Premises that do not and will not interfere with insolation to, onto or over the Solar Premises or Tenant's operations under this Lease. This easement burdens the affected areas of Owner's Property for the benefit of Tenant's leasehold and easement estates pursuant to the Lease.

NO MORE TEXT THIS PAGE - SIGNATURES NEXT PAGE(S)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the 21 day of December, 2015.

OWNER:

OWNER:

Eileen M Gibbons  
Eileen Gibbons, Successor Co-trustee of the  
Juanita S. Goode Trust, U.A.D. November 8, 1999,  
and any and all amendments thereto

Ewauna Park, LLC  
Eileen M Gibbons  
Eileen Gibbons, as Member and Treasurer  
of Ewauna Park, LLC

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           )  
  ) ss.  
COUNTY OF                           )

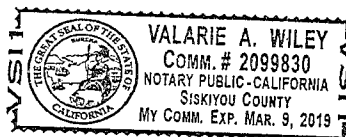
On Dec 21, 2015, before me, Valarie A Wiley, Notary Public, personally appeared EILEEN GIBBONS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Valarie A Wiley

(seal)



SIGNATURE PAGE - EILEEN GIBBONS - AS CO-TRUSTEE AND FOR EWUANA PARK, LLC

OWNER:

OWNER:

Ewauna Park, LLC

\_\_\_\_\_  
Keith D. Goode, Successor Co-trustee of the  
Juanita S. Goode Trust, U.A.D. November 8, 1999,  
and any and all amendments thereto

\_\_\_\_\_  
Keith D. Goode, as Member and President  
of Ewauna Park, LLC

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Keith D. Goode, as  
Successor Co-trustee of the Juanita S. Goode Trust, U.A.D. November 8, 1999, and any and all  
amendments thereto, on its behalf.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Keith D. Goode, as Member  
and President of Ewauna Park, LLC, an Oregon limited liability company, on its behalf.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

SIGNATURE PAGE - KEITH D. GOODE - AS CO-TRUSTEE AND FOR EWAUNA PARK, LLC

OWNER:

*Keith D. Goode*

Keith D. Goode, Successor Co-trustee of the  
Juanita S. Goode Trust, U.A.D. November 8, 1999,  
and any and all amendments thereto

OWNER:

Ewauna Park, LLC

*Keith D. Goode*

Keith D. Goode, as Member and President  
of Ewauna Park, LLC

STATE OF

*Oregon*

County of

*Klamath*

)

)ss.

)

This instrument was acknowledged before me on *Dec 22*, 2015, by Keith D. Goode, as  
Successor Co-trustee of the Juanita S. Goode Trust, U.A.D. November 8, 1999, and any and all  
amendments thereto, on its behalf.



*Angelina Montecino*  
Notary Public - State of *Oregon*

STATE OF

*Oregon*

County of

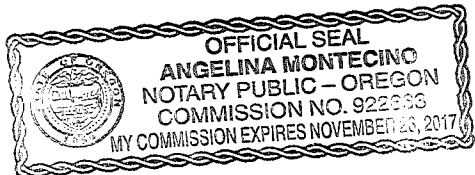
*Klamath*

)

)ss.

)

This instrument was acknowledged before me on *Dec 22*, 2015, by Keith D. Goode, as Member  
and President of Ewauna Park, LLC, an Oregon limited liability company, on its behalf.



*Angelina Montecino*  
Notary Public - State of *Oregon*

SIGNATURE PAGE - KEITH D. GOODE - AS CO-TRUSTEE AND FOR EWUANA PARK, LLC

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER:

OWNER:

Ewauna Park, LLC

\_\_\_\_\_  
Eileen Gibbons, Successor Co-trustee of the  
Juanita S. Goode Trust, U.A.D. November 8, 1999,  
and any and all amendments thereto

\_\_\_\_\_  
Eileen Gibbons, as Member and Treasurer  
of Ewauna Park, LLC

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       )  
                                      ) ss.  
County of                    )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, Notary Public, personally appeared EILEEN GIBBONS, who proved to me on the basis of satisfactory evidence to be the 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 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.

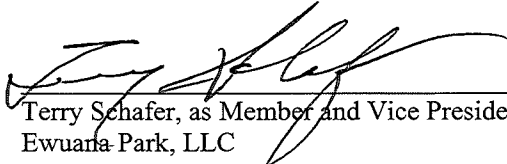
Signature: \_\_\_\_\_

(seal)

SIGNATURE PAGE - EILEEN GIBBONS - AS CO-TRUSTEE AND FOR EWUANA PARK, LLC

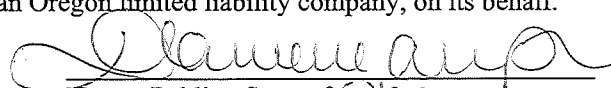
OWNER:

Ewauna Park, LLC

  
Terry Schafer, as Member and Vice President of  
Ewauna Park, LLC

STATE OF Ohio )  
 )ss.  
County of Washington )

This instrument was acknowledged before me on Dec. 21, 2015, by Terry Schafer, as Member and Vice President of Ewauna Park, LLC, an Oregon limited liability company, on its behalf.

  
Notary Public - State of Ohio

SIGNATURE PAGE - TERRY SCHAFER - FOR EWUANA PARK, LLC

TENANT:  
Klamath Falls Solar 1, LLC

By: SOLARCITY CORPORATION,  
a Delaware corporation, Sole Member

By: 

Printed name: LYNDON RIVE  
Title: CEO

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       )  
                                      ) ss.  
County of SAN MATEO

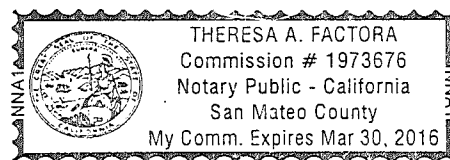
On FEBRUARY 3, 2016 before me, THERESA FACTORA, Notary Public, personally appeared LYNDON RIVE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: 

(seal)



SIGNATURE PAGE - KLAMATH FALLS SOLAR 1, LLC



**EXHIBIT A  
TO  
MEMORANDUM OF  
LEASE AND EASEMENTS  
(SOLAR PREMISES)**

That real property in Klamath County, Oregon, more particularly described as follows:

A LEASE AREA BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS PARCEL 9 IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9E WM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LEASE AREA, FROM WHICH THE N1/16 CORNER COMMON TO SECTION 15, T39S, R9EWM, AND SAID SECTION 16 BEARS S88°55'46"E 1001.06 FEET; THENCE S88°24'31"W 37.13 FEET; THENCE S64°25'03"W 59.57 FEET; THENCE S89°59'19"W 851.49 FEET; THENCE S00°02'33"W 326.92 FEET; THENCE S89°57'23"E 684.59 FEET; THENCE N53°51'08"E 139.48 FEET; THENCE N45°06'02"E 166.91 FEET; THENCE N22°43'48"E 59.92 FEET; THENCE N02°17'19"E 99.09 FEET TO THE POINT OF BEGINNING. CONTAINING 6.48 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.

(the foregoing approximately 6.48 acre area is the "Solar Premises" for the purposes of this Lease);

TOGETHER WITH AN EASEMENT FOR ACCESS AND EGRESS DESCRIBED AS FOLLOWS:

AN ACCESS EASEMENT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED PARCEL 9 IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WASHBURN WAY, FROM WHICH THE N1/16 CORNER COMMON TO SECTION 15, T39S, R9EWM, AND SAID SECTION 16 BEARS N10°33'37"E 182.32 FEET; THENCE, LEAVING SAID WESTERLY RIGHT OF WAY LINE, N87°26'06"W 633.99 FEET; THENCE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 180.00 FEET AND CENTRAL ANGLE EQUALS 64°51'16") 203.75 FEET; THENCE N75°49'44"W 38.64 FEET; THENCE N89°37'28"W 140.44 FEET TO A POINT ON THE EAST LINE OF THE SOLAR PREMISES, DESCRIBED ABOVE; THENCE N02°17'19"E, ALONG THE SAID EAST LINE, 19.39 FEET; THENCE, LEAVING SAID EAST LINE, N89°54'44"E 141.82 FEET; THENCE N65°13'57"E 26.14 FEET; THENCE N80°59'23"E 40.00 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS POINT BEARS N80°59'23"E 140.00 FEET AND CENTRAL ANGLE EQUALS 78°25'29") 191.63 FEET; THENCE S87°26'06"E 632.96 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF WASHBURN WAY; THENCE S01°05'24"W 40.01 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.

**EXHIBIT B  
TO  
MEMORANDUM OF  
LEASE AND EASEMENTS  
(OWNER'S PROPERTY/AREA OF INTEREST)**

That portion of the following described property that lies North and East of the Southside Express Way. The N1/2 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, lying Easterly of the right-of-way of the Central Pacific Railway Company as described in deed recorded March 23, 1929, in Volume 85, page 461, Deed Records of Klamath County, Oregon,

EXCEPT THE FOLLOWING to wit:

The E1/2 of NE1/4 NE1/4 of said Section 16; and that certain tract of land conveyed to James Wells Hunt and wife by deed dated and recorded April 6, 1954, in Volume 266, page 259, Deed Records of Klamath County, Oregon, described as follows: A tract of land in the SE1/4 NE1/4 of said Section 16 lying adjacent to the West right of way of the County Road known as Washburn Way, described as follows:

Beginning South 0° 11'; West 427.42 feet and South 89° 57' West 30.0 feet from the initial point described on the plat of "Altamont Small Farms"; said initial point being South 0° 06' East 1344 feet from the Northwest corner of Section 15 in said Township and Range; thence South 89° 57' West 178.71 feet; thence South 0° 11' West 208.71 feet; thence North 89° 57' East 178.71 feet; thence North 0° 11' East 208.71 feet, to the point of beginning.

ALSO EXCEPTING that portion deeded to United States of America by Deed Recorded August 8, 1908 in Volume 24 on page 495, records of Klamath County, Oregon

ALSO EXCEPTING that portion acquired by the State of Oregon by an through its Department of Transportation under Stipulated Final Judgment, Docketed June 8, 1987, Case No. 85-750CV, in the Circuit Court of Klamath County, Oregon.

ALSO EXCEPTING that portion deeded to Klamath County in Deed Volume M96 on page 26133, records of Klamath County, Oregon.

AND ALSO EXCEPTING the Solar 2 "Solar Premises" as now or hereafter designated pursuant to the Solar 2 Agreement as described in the Lease, so long as such Solar 2 Agreement is in effect.