

**2017-013386**

**Klamath County, Oregon**

11/20/2017 03:21:45 PM

Fee: \$107.00

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

Klamath Falls Solar 2, LLC  
c/o Clean Focus Renewables, Inc.  
150 Mathilda Place, Suite 206  
Sunnyvale, CA 94086

### **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 2, LLC, a Delaware limited liability company, whose address is c/o Clean Focus Renewables, Inc., 150 Mathilda Place, Suite 206, Sunnyvale, CA 94086.
3. Owner and Tenant entered into a certain Land Lease and Solar Easement dated February 3, 2016, as amended by that certain First Amendment and Acknowledgement dated July 14, 2017 and that certain Second Amendment and Acknowledgement dated Nov 2017 (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/or "Access Easement"); such Solar Premises and Access Easement are 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").
4. The term of the Lease commenced on February 3, 2016 and ends on or before 11:59 PM February 17, 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 within the Solar Premises and/or 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 Solar Premises. 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 13 day of November, 2017.

**OWNER:**

**Eileen Gibbons, Successor Co-Trustee of the  
Juanita S. Goode Trust, U.A.D. November 8, 1999**

By: Eileen Gibbons

Printed Name: Eileen Gibbons

Title: Successor Co-Trustee

Date: 13 Nov 2017

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,

by \_\_\_\_\_ as \_\_\_\_\_ for the Juanita S.  
Goode Trust, U.A.D. November 8, 1999.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**SEE CA NOTARY ATTACHMENT**

**SIGNATURE PAGE - EILEEN GIBBONS - AS CO-TRUSTEE**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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.

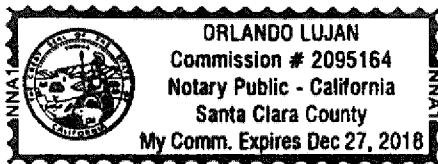
State of California

County of Santa Clara }

On 11/13/2017 before me, Orlando Lujan Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Eileen Gibbons  
Name(s) of Signer(s)

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 [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Memorandum of lease and easement

Document Date: 11/13/2017 Number of Pages: 11

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**OWNER:**

**Keith D. Goode, Successor Co-Trustee of the  
Juanita S. Goode Trust, U.A.D. November 8, 1999**

By: Keith D. Goode

Printed Name: Keith D. Goode

Title: Successor Co-Trustee

Date: 11/13/17

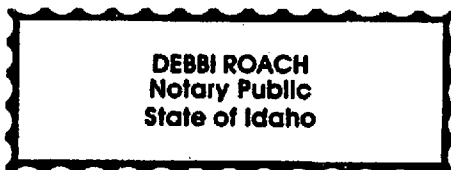
**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF IDAHO )

COUNTY OF Valley )

This instrument was acknowledged before me this 13 day of November, 2017,

by Keith Goode as Trustee for the Juanita S.  
Goode Trust, U.A.D. November 8, 1999.



Debbi Roach  
Notary Public  
My Commission expires: 8/31/2019

SIGNATURE PAGE – KEITH D. GOODE – AS CO-TRUSTEE

**OWNER:**

**Ewauna Park, LLC, an Oregon limited liability company**

By: Eileen Gibbons  
Printed Name: Eileen Gibbons

Its: member & treasurer Ewauna Park LLC

Date: 13 Nov 2017

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,

by \_\_\_\_\_ as \_\_\_\_\_ for Ewauna Park,  
LLC, an Oregon limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**SEE CA NOTARY ATTACHMENT**

**SIGNATURE PAGE – EILEEN GIBBONS FOR EWUANA PARK, LLC**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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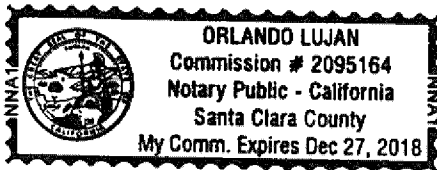
State of California

County of Santa Clara }

On 11/13/2017 before me, ORLANDO LUJAN NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared Eileen Gibbons  
Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Memorandum of lease and easement

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Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**OWNER:**

**Ewauna Park, LLC, an Oregon limited liability company**

By: Keith D. Goode  
Printed Name: Keith D. Goode

Its: Officer Ewauna Park LLC

Date: 11/13/17

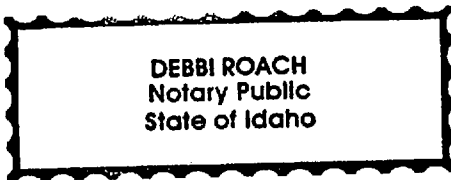
**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF IDAHO )

COUNTY OF Valley )

This instrument was acknowledged before me this 13 day of November, 2017,

by Keith Goode as Officer for Ewauna Park,  
LLC, an Oregon limited liability company.



Debbi Roach  
Notary Public  
My Commission expires: 8/31/2019

**OWNER:**

**Ewauna Park, LLC, an Oregon limited liability company**

By: Terry L. Schafer  
Printed Name: Terry Schafer

Its: President

Date: November 14, 2017

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF Ohio

COUNTY OF Washington

This instrument was acknowledged before me this 14<sup>th</sup> day of November, 2017,

by TERRY SCHAFFER as PRESIDENT for Ewauna Park, LLC, an Oregon limited liability company.



MELINDA F HAAS  
Notary Public, State of Ohio  
My Comm. Expires Nov. 8, 2020

Melinda F. Haas  
Notary Public  
My Commission expires: 11-8-20

SIGNATURE PAGE - TERRY SCHAFFER - FOR EWUANA PARK, LLC

**TENANT:**

**Klamath Falls Solar 2, LLC**

By: Clean Focus Management, LLC

Its: Manager

By:  \_\_\_\_\_

Printed Name: \_ Stanley Chin

Its: \_ Manager

Date: November 20, 2017

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF \_CA\_)

COUNTY OF \_\_ Santa Clara )

This instrument was acknowledged before me this \_20\_ day of \_\_November\_\_, 2017,

by Stanley Chin as Manager of Clean Focus Management, LLC, manager of Klamath Falls Solar 2, LLC.

\_\_\_\_ See attached acknowledgment \_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

## 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

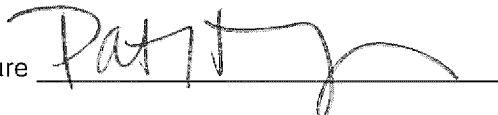
On November 20, 2017 before me, Patricia T. Wong, Notary Public  
(insert name and title of the officer)

personally appeared Stanley Chin  
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.

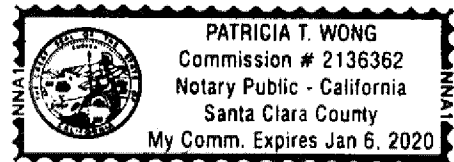
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## **EXHIBIT A**

### **SOLAR PREMISES AND ACCESS EASEMENT**

#### **LEGAL DESCRIPTION OF LEASE AREA**

A LEASE AREA BEING A PORTION OF THAT TRACT OF LAND DESCRIBED 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:

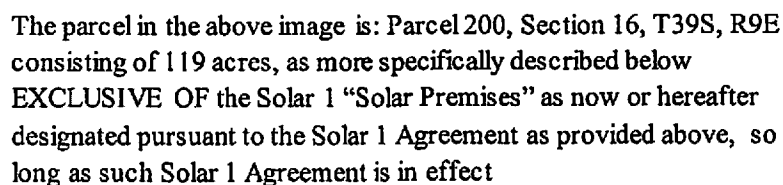
BEGINNING AT A POINT FROM WHICH THE 1/4 CORNER COMMON TO SECTIONS 9 & 16, T39S, R9EWM BEARS N09°16'01"W 164.82 FEET; THENCE EAST, 22.94 FEET; THENCE S00°52'42"W 28.16 FEET; THENCE S27°40'03"E 19.23 FEET; THENCE S73°48'28"E 17.18 FEET; THENCE EAST 228.97 FEET; THENCE SOUTH 42.38 FEET; THENCE S89°59'00"E 728.20 FEET; THENCE S81°08'32"E 762.35 FEET; THENCE EAST 15.00 FEET; THENCE SOUTH 359.09 FEET; THENCE S89°59'50"W 716.29 FEET; THENCE SOUTH 135.32 FEET; THENCE N89°58'20"W 1056.57 FEET; THENCE N05°53'34"W 56.06 FEET; THENCE N00°03'51"E 423.68 FEET; THENCE N01°12'35"E 127.48 FEET; THENCE N01°14'06"E 97.02 FEET TO THE POINT OF BEGINNING; CONTAINING 21.99 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.

#### **LEGAL DESCRIPTION OF ACCESS EASEMENT**

AN ACCESS EASEMENT 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, 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 88°33'10") 278.20 FEET; THENCE N01°07'04"E 902.15 FEET; THENCE WEST 3.87 FEET TO A POINT ON THE EAST LINE OF THE EWAUNA PHASE 2 LEASE AREA; THENCE NORTH, ALONG THE SAID EAST LINE, 20.00 FEET; THENCE, LEAVING SAID EAST LINE, EAST 44.27 FEET; THENCE S01°07'04"W 922.94 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 140.00 FEET AND CENTRAL ANGLE EQUALS 88°33'10") 195.47 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.

### MAP OF OWNER'S PROPERTY



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,

The E/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 and 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 1 "Solar Premises" as now or hereafter designated pursuant to the Solar 1 Agreement as provided above, so long as such Solar 1 Agreement is in effect. The initial Solar 1 "Solar Premises" so excepted is described as follows:

A PORTION OF THAT TRACT OF LAND DESCRIBED 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 A POINT ON THE SOUTH LINE OF A POWER EASEMENT DESCRIBED IN DEED VOLUME M71 AT PAGE 9274 OF THE KLAMATH COUNTY DEED RECORDS, FROM WHICH THE N1/16 CORNER COMMON TO SECTION 15, T39S, R9E WM AND SAID SECTION 16 BEARS S88°47'05"E 998.71 FEET, THENCE N87°47'08"W, ALONG THE SAID SOUTH LINE, 65.17 FEET; THENCE, LEAVING THE SAID SOUTH LINE, S60°04'16"W 68.47 FEET; THENCE WEST 820.70 FEET; THENCE SOUTH 318.65 FEET; THENCE EAST 715.63 FEET; THENCE N58°52'29"E 185.39 FEET; THENCE N27°23'27"E 107.40 FEET; THENCE N10°20'29"E 95.04 FEET; THENCE N03°48'09"E 14.44 FEET; THENCE NORTH 20.25 FEET; THENCE N06°16'29"E 31.14 FEET TO THE POINT OF BEGINNING. CONTAINING 6.52 ACRES. MORE OR LESS, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.