

2020-007862

Klamath County, Oregon

06/29/2020 08:20:31 AM

Fee: \$112.00

THIS INSTRUMENT WAS DRAFTED BY
AND UPON RECORDING RETURN TO:
MILLER CREEK SOLAR, LLC
C/O GERONIMO ENERGY, LLC
8400 NORMANDALE LAKE BLVD, SUITE 1200
BLOOMINGTON, MN 55437

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS (the "Agreement") is made and dated as of JUNE 26th, 2018 (the "Effective Date") by and between Geronimo Solar Energy, LLC, a Minnesota limited liability company ("Assignor") and Miller Creek Solar, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is developing solar energy generating facilities located at properties in Klamath County, Oregon (the "Project").

WHEREAS, Assignor entered into certain leases, easements, and other real property agreements described on Exhibit A attached hereto (collectively, the "Real Property Interests") with the property owners described on Exhibit A for the purpose of constructing, operating and maintaining the Project;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor an assignment of all real property interests heretofore or hereafter acquired in the Project as more specifically set forth herein.

NOW, THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. The Assignor hereby assigns, transfers and sets over to the Assignee, all of the Assignor's right, title and interest in and to the Real Property Interests and the Assignee hereby assumes and agrees to pay, perform or discharge in accordance with their terms, to the extent not heretofore paid, performed or discharged the liabilities, obligations, commitments and

responsibilities of Assignor accruing or arising from and after the Effective Date under any of the Real Property Interests.

2. Binding Effect; Assignment. This Agreement shall be enforceable against and inure to the benefit of the successors and assigns of the Assignee and of the Assignor.

3. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

8. Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by a written document duly executed by the parties at the time of such alteration, modification or change.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Real Property Interests as of the date first above written.

Assignor:

Geronimo Solar Energy, LLC

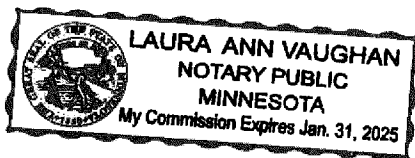
By: 

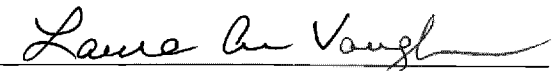
Name: Jeff Ringblom

Its: Chief Financial Officer

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on JUNE 26th, 2018, by Jeff Ringblom, as Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.




Notary Public

Assignee:

Miller Creek Solar, LLC

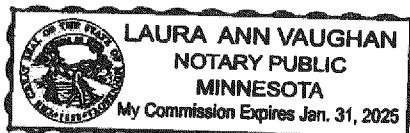
By: 

Name: Jeff Ringblom

Its: Chief Financial Officer

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on JUNE 26th, 2018, by Jeff Ringblom, as Chief Financial Officer of Miller Creek Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



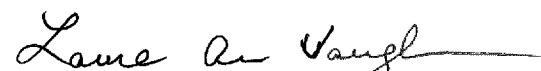

Notary Public

EXHIBIT A

Real Property Interests

The following documents, together with any amendments or addenda thereto:

Owner Name	Parcel No.(s)	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
					Date	Document No.
Work First Casualty Company, a Delaware corporation	845679, 845688, 845697, 899920	See legal description on following page.	SOLAR LAND PURCHASE AGREEMENT	December 27, 2019	February 6, 2020	2020-01524

Tax Parcel ID No(s): 845679, 845688, 845697, 899920

LEGAL DESCRIPTION OF UNSURVEYED PARCEL 1 OF "LAND PARTITION 3-18"

UNSURVEYED PARCEL 1 OF "LAND PARTITION 3-18", SITUATED IN SECTION 17, T28S, R8EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S00°24'02"W 2635.311 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE S00°24'02"W 2635.312 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE N89°49'03"W 1318.64 FEET TO THE EAST 1/16 CORNER COMMON TO SECTION 20, T28S, R8EWM, AND SAID SECTION 17; THENCE N00°21'57"E 1310.359 FEET TO THE SE1/16 CORNER OF SAID SECTION 17; THENCE CONTINUING N00°21'57"E, ALONG THE WEST LINE OF THE E1/2 SE1/4 OF SAID SECTION 17, 831.97 FEET, MORE OR LESS, TO A POINT ON THE BOUNDARY OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M00 AT PAGE 4666 OF THE KLAMATH COUNTY DEED RECORDS; THENCE, ALONG THE BOUNDARY OF SAID DEED VOLUME THE FOLLOWING COURSES, S85°18'54"E 222.64 FEET, N76°53'01"E 96.29 FEET, N64°30'00"E 125.57 FEET, N36°54'47"E 80.33 FEET, N13°32'28"E 84.49 FEET, N06°51'14"W 49.75 FEET, N20°45'37"W 125.22 FEET AND N13°06'41"W 112.73 FEET TO A POINT WHICH BEARS N89°45'23"W 896.71 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE N89°45'23"W 423.52 FEET TO THE C-E1/16 CORNER OF SAID SECTION 17; THENCE, CONTINUING N89°45'23"W 953.46 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S12°24'39"W, ALONG THE SAID RIGHT OF WAY LINE, 196.00 FEET; THENCE, LEAVING SAID RIGHT OF WAY LINE, N67°17'37"W 352.272 FEET TO A POINT ON THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 17; THENCE S00°19'52"W 1262.961 FEET TO THE C-S1/16 CORNER OF SAID SECTION 17; THENCE S00°19'52"W 1319.062 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 17 AND 20; THENCE N89°49'03"W 1318.64 FEET TO THE WEST 1/16 CORNER COMMON TO SAID SECTIONS 17 AND 20; THENCE N00°21'43"E, ALONG THE WEST LINE OF THE E1/2 SW1/4 OF SAID SECTION 17, 663 FEET, MORE OR LESS, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 97; THENCE N17°15'28"E, ALONG THE SAID RIGHT OF WAY LINE, 3996 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M79 AT PAGE 8329 OF THE KLAMATH COUNTY DEED RECORDS; THENCE, ALONG THE BOUNDARY OF SAID DEED VOLUME, S89°35'56"E 376.69 FEET AND N17°41'28"E 829 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION 17; THENCE S89°41'43"E 2172.807 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ANY PORTION LYING WITHIN THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD.

THIS PARCEL CONTAINS 293.22 ACRES, MORE OR LESS.

AND

LEGAL DESCRIPTION OF UNSURVEYED PARCEL 1 OF "LAND PARTITION 2-18"

UNSURVEYED PARCEL 1 OF "LAND PARTITION 2-18", SITUATED IN THE NW1/4 OF SECTION 17, AND THE N1/2 OF SECTION 18, T28S, R8EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE S89°41'43"E, ALONG THE NORTH LINE OF SAID SECTION 17, 2416 FEET, MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF HIGHWAY 97; THENCE S16°55'30"W, ALONG SAID RIGHT OF WAY, 2486 FEET, MORE OR LESS, TO A POINT WHICH BEARS S35°06'20"E 2918.24 FEET FROM THE SAID NORTHWEST CORNER OF SECTION 17; THENCE N73°23'35"W 2219.90 FEET; THENCE N77°40'39"W 311.26 FEET; THENCE S89°10'40"W 577.11 FEET; THENCE S79°40'13"W 443.81 FEET; THENCE S87°05'12"W 213.40 FEET; THENCE N80°39'48"W 230.49 FEET; THENCE N49°51'16"W 640.97 FEET; THENCE N42°26'16"W 505.61 FEET; THENCE N44°21'36"W 461.6 FEET, MORE OR LESS, TO A POINT ON THE EAST-WEST CENTERLINE OF THE NE1/4 NW1/4 OF SAID SECTION 18; THENCE N89°30'29"W 607.19 FEET, MORE OR LESS, TO THE C-N-NW 1/64 CORNER OF SAID SECTION 18; THENCE N89°30'29"W 661.188 FEET TO THE NW-NW 1/64 CORNER OF SAID SECTION 18; THENCE N00°14'12"E 660.627 FEET TO THE W-W 1/64 CORNER COMMON TO SECTION 7, T28S, R8EWM, AND SAID SECTION 18; THENCE S89°30'12"E 4627.044 FEET TO THE POINT OF BEGINNING, CONTAINING 243 ACRES, MORE OR LESS.

AND

LEGAL DESCRIPTION OF UNSURVEYED PARCEL 2 OF "LAND PARTITION 2-18"

UNSURVEYED PARCEL 2 OF "LAND PARTITION 2-18", SITUATED IN THE W1/2 OF SECTION 17, AND SECTION 18, T28S, R8EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HIGHWAY 97, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 17 BEARS N35°06'20"W 2918.24 FEET; THENCE, LEAVING THE SAID RIGHT OF WAY LINE, N73°23'35"W 2219.90 FEET; THENCE N77°40'39"W 311.26 FEET; THENCE S89°10'40"W 577.11 FEET; THENCE S79°40'13"W 443.81 FEET; THENCE S87°05'12"W 213.40 FEET; THENCE N80°39'48"W 230.49 FEET; THENCE N49°51'16"W 640.97 FEET; THENCE N42°26'16"W 505.61 FEET; THENCE N44°21'36"W 461.6 FEET, MORE OR LESS, TO A POINT ON THE EAST-WEST CENTERLINE OF THE NE1/4 NW1/4 OF SAID SECTION 18; THENCE N89°30'29"W 607.19 FEET, MORE OR LESS, TO THE C-N-NW 1/64 CORNER OF SAID SECTION 18; THENCE S00°13'16"W 660.568 FEET TO THE NW1/16 CORNER OF SAID SECTION 18; THENCE S89°30'47"E 661.37 FEET TO THE C-E-NW 1/64 CORNER OF SAID SECTION 18; THENCE S00°12'19"W 660.514 FEET TO THE SE-NW 1/64 OF SAID SECTION 18; THENCE S89°31'05"E 661.552 FEET TO THE C-S-N 1/64 CORNER OF SAID SECTION 18; THENCE S00°11'22"W 660.458 FEET TO THE C1/4 OF SAID SECTION 18; THENCE S89°31'23"E 660.169 FEET TO THE C-W-E 1/64 CORNER OF SAID SECTION 18; THENCE S00°12'27"W 1318.663 FEET TO THE C-W-SE 1/64 CORNER OF SAID SECTION 18; THENCE N89°28'15"W 659.755 FEET TO THE C-S 1/16 CORNER OF SAID SECTION 18; THENCE S00°15'19"W 770.69 FEET; THENCE S89°39'39"E 2638.90 FEET, MORE OR LESS, TO A POINT ON THE LINE COMMON TO SAID SECTIONS 17 AND 18; THENCE N00°15'43"E 761.94 FEET, MORE OR LESS, TO THE S1/16 CORNER COMMON TO SAID SECTIONS 17 AND 18; THENCE S89°47'13"E, ALONG THE EAST-WEST CENTERLINE OF THE SW1/4 OF SAID SECTION 18, 1206 FEET, MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF HIGHWAY 97; THENCE N16°55'30"E 1653 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 248 ACRES, MORE OR LESS.

AND

LEGAL DESCRIPTION OF UNSURVEYED PARCEL 3 OF "LAND PARTITION 2-18"

UNSURVEYED PARCEL 3 OF "LAND PARTITION 2-18", SITUATED IN THE S1/2 OF SECTION 18, AND THE W1/2 NE1/4 OF SECTION 19, T28S, R8EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 17 AND 20, T28S, R8EWM, AND SAID SECTIONS 18 AND 19; THENCE N89°25'08"W 1318.681 TO THE EAST 1/16 CORNER COMMON TO SAID SECTIONS 18 AND 19; THENCE S00°04'30"W 2643.64 FEET TO THE C-E 1/16 CORNER OF SAID SECTION 19; THENCE N89°58'35"W 1320.30 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 19; THENCE N00°07'50"E 2648.46 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 18 AND 19; THENCE N89°39'39"W 2765.095 TO THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE N00°15'19"E 2642.776 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE S89°31'23"E 1438.61 FEET TO THE C-W 1/16 CORNER OF SAID SECTION 18; THENCE S00°13'16"W 1319.656 FEET TO THE SW 1/16 CORNER OF SAID SECTION 18; THENCE S89°35'31"E 1324.191 FEET TO THE C-S 1/16 CORNER OF SAID SECTION 18; THENCE S00°15'19"W 770.69 FEET; THENCE S89°39'39"E 2639.90 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 18; THENCE S00°15'43"W 558.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 241 ACRES, MORE OR LESS.

Entire parcel contains approximately 1025.22 acres more or less.