

Reuben Grandon  
Returned at Counter

2022-003850

Klamath County, Oregon



00297711202200038500060065

03/30/2022 12:02:33 PM

Fee: \$107.00

Return to:  
Sunset Ridge Solar, LLC  
3519 NE 15<sup>th</sup> Ave. #106  
Portland, OR 97212  
Attention: GreenKey Development, Inc.  
Email: [troy@tlscapital.com](mailto:troy@tlscapital.com)

STATE OF OREGON )  
COUNTY OF KLAMATH )

**MEMORANDUM OF  
GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("Memorandum") is entered into this 22 day of March, 2022 by and between Witty Midnight Salamander LLC ("Landlord"), and Sunset Ridge Solar, LLC, an Oregon limited liability company ("Tenant;" Landlord and Tenant are sometimes referred to individually as a "Party" and, collectively, as the "Parties").

**RECITALS:**

- A. Landlord and Tenant entered into that certain Ground Lease Agreement dated October 11, 2021 (the "Lease").
- B. Landlord and Tenant desire to execute this Memorandum, which is to be recorded in the Public Records of Klamath County, Oregon, in order that third parties may have notice of the estate of Tenant in the Leased Premises and of the Lease.

**NOW, THEREFORE**, for and in consideration the promises, covenants and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Lease. All of the terms and conditions of the Lease are incorporated herein by this reference.
2. The Term of the Lease began on October 11, 2021 and continues for a period of two hundred and forty (240) months with options to extend the term up to four (4) additional successive terms of five (5) years each, beginning on the Rent Commencement Date.
3. Pursuant to the Lease, Landlord leases to Tenant a portion of that certain property in Klamath County, Oregon, said leased premises being legally described as set forth on Exhibit A, attached hereto and incorporated herein as "Property Description", and more

particularly identified on Exhibit B attached hereto as "Ground Mount Site" (together the "Leased Property").

4. The solar photovoltaic power generating facility, all related equipment and all other improvements installed, owned and operated by Tenant, its affiliates or equipment lessors, and located from time to time upon the Land is referred to herein as the "Tenant's Property" or the "System."

5. Tenant's Property shall not be deemed to be permanent fixtures. Tenant's Property shall be deemed to be Tenant's personal property and Landlord shall have no right, title or interest in Tenant's Property. Landlord has waived any and all rights it may have to place a lien on Tenant's Property.

6. Pursuant to the terms of the Lease, Tenant is permitted to mortgage its interest in the Lease and/or collaterally assign Tenant's interest in the Lease to a Financer without the Landlord's prior consent.

7. Nothing contained herein shall modify the Lease, and in the event of a conflict between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control.

[SEPARATE SIGNATURE PAGES ATTACHED]

**[Signature Page to Memorandum of Ground Lease]**

IN WITNESS WHEREOF, the undersigned have executed this Memorandum by authority duly given and effective as of the date first written above.

**LANDLORD:**

By: [Signature]

Name: Troy Snyder

Title: Authorized Person

Company: Witty Midnight Salamander, LLC

STATE OF Oregon

COUNTY OF Klamath

I certify that Troy Snyder personally appeared before me this day, acknowledging to me that they signed the foregoing instrument:

[ ]

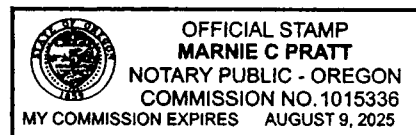
WITNESS my hand and official stamp or seal, this 22 day of March, 2020.

Notary Public: [Signature]

Printed Name: Marnie C. Pratt

My Commission Expires: 8.9.2025

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Memorandum of Ground Lease]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum by authority duly given and effective as of the date first written above.

TENANT:

By: [Signature]

Name: John Hunter Stader

Title: Authorized Person

Company: Sunset Ridge Solar, LLC

STATE OF Oregon

COUNTY OF Klamath

I certify that John Hunter Stader personally appeared before me this day, acknowledging to me that they signed the foregoing instrument:

[ ]

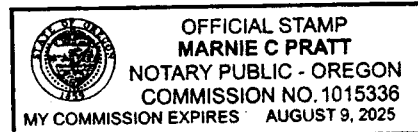
WITNESS my hand and official stamp or seal, this 22 day of March, 2020.

Notary Public: [Signature]

Printed Name: Marnie C. Pratt

My Commission Expires: 8.9.2025

[AFFIX NOTARIAL STAMP OR SEAL]



## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

**That portion of the SW1/4 of the NW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, (being a part of Government Lots 1 and 5), lying East of the New Dalles-California Highway, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the iron pin which marks the Southeast corner of the SW1/4 of the NW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence; North along the 40 line a distance of 1320 feet to the Northeast corner of the SW1/4 of the NW1/4 of said Section 7; thence North 89°59' West along the 40 line a distance of 709.8 feet to a point on the Easterly right of way line of the new Dalles-California Highway; thence South 11°36' West along the Easterly right of way line of the New Dalles-California Highway to an iron pin which marks its intersection with the East-West quarter line of said Section 7; thence South 89°49' East along the East-West quarter line a distance of 438.6 feet more or less, to the point of beginning.**

## **EXHIBIT B**

### **GROUND MOUNT SITE**

#### **LEGAL DESCRIPTION FOR LEASE AREA**

LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, NORTH 0°06'13" WEST 433.93 FEET;

THENCE LEAVING SAID BOUNDARY, SOUTH 89°53'47" WEST 20.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE DRAINAGE EASEMENT RECORDED IN VOLUME M84, PAGE 21421, KLAMATH COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY BOUNDARY OF SAID EASEMENT, NORTH 0°06'13" WEST 866.05 FEET TO THE INTERSECTION OF SAID WESTERLY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID EASEMENT;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID EASEMENT, SOUTH 89°54'47" WEST 582.40 FEET;

THENCE LEAVING SAID SOUTHERLY BOUNDARY, SOUTH 6°11'28" EAST 272.91 FEET;

THENCE SOUTH 89°53'47" WEST 66.24 FEET TO A POINT ON A LINE BEING 10 FEET EASTERLY, WHEN MEASURED AT RIGHT ANGLES TO, THE EASTERLY RIGHT OF WAY OF THE DALLES-CALIFORNIA HIGHWAY (U.S. 97);

THENCE ALONG SAID OFFSET LINE SOUTH 11°43'00" EAST 605.73 FEET;

THENCE LEAVING SAID LINE, SOUTH 89°55'39" EAST 497.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 485,958 SQUARE FEET OR 11.16 ACRES, MORE OR LESS.