

Ruben Grandon.  
Returned at Counter

Return to:  
Cherry Creek 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)

2022-003852

Klamath County, Oregon



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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 Cherry Creek 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 March 22, 2022 (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 March 22, 2022 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: 

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:

[ ]

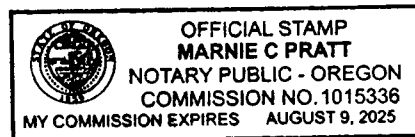
WITNESS my hand and official stamp or seal, this 22 day of March, 2022.

Notary Public: 

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 Strader

Title: Authorized Person

Company: Cherry Creek Solar, LLC

STATE OF Oregon

COUNTY OF Klamath

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

[ ]

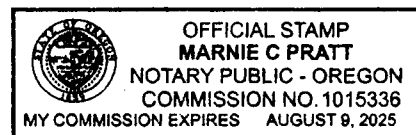
WITNESS my hand and official stamp or seal, this 22 day of March, 2022.

Notary Public: [Signature]

Printed Name: Marnie C. Pratt

My Commission Expires: 8.9.2025

**[AFFIX NOTARIAL STAMP OR SEAL]**



## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

Real Property in the County of Klamath, State of Oregon, described as follows:

**The East 1/2 of the East 1/2 of Government Lot 9, in Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.**

**EXCEPTING THEREFROM that portion deeded to the County of Klamath in Volume 85 Page 618, deed records of Klamath County, Oregon.**

**EXHIBIT B**

**GROUND MOUNT SITE**

