

2024-007065

Klamath County, Oregon

08/14/2024 02:00:03 PM

Fee: \$102.00

Return to:  
Wood River Solar, LLC  
3519 NE 15<sup>th</sup> Ave. #325  
Portland, OR 97212  
Attention: GreenKey Development, LLC  
Email: [troy@tlscapital.com](mailto:troy@tlscapital.com)

## **MEMORANDUM OF GROUND LEASE AGREEMENT**

**THIS MEMORANDUM OF GROUND LEASE AGREEMENT** ("Memorandum") is entered into this 14<sup>th</sup> day of August, 2024, by and between Witty Midnight Salamander, LLC ("Landlord"), and Wood River 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 November 29, 2023 (as may be amended by from time to time, 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 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 November 29, 2023 and continues for a period of two hundred and forty (240) full calendar months following the Rent Commencement Date, with options to extend the Term up to four (4) additional successive terms of five (5) years each.
3. Pursuant to the Lease, Landlord leases to Tenant a portion of that certain property in Macoupin County, IL, said Premises being legally described as set forth on Exhibit A, attached hereto and incorporated herein.
4. The solar photovoltaic power generating facility, all related equipment and all other improvements and other property 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".

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 or otherwise encumber its interest in the Lease and/or collaterally assign Tenant's interest in the Lease to a Finance Party without the Landlord's prior consent.

7. Landlord has granted to Tenant certain easement rights described in the Lease.

8. 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. The Lease is binding upon and for the benefit of the Parties and their respective successors and assigns, subject to the terms of the Lease.

[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:**

**Witty Midnight Salamander, LLC**

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

Name: Troy Snyder

STATE OF Oregon

COUNTY OF Multnomah

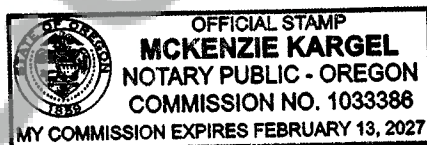
I certify that Troy Snyder the Managing Member of Witty Midnight Salamander, LLC personally appeared before me this day, acknowledging to me that they signed the foregoing Memorandum of Ground Lease Agreement.

WITNESS my hand and official stamp or seal, this 14 day of August, 2024.

Notary Public: \_\_\_\_\_

Printed Name: McKenzie Kargel

My Commission Expires: 2/13/27



[AFFIX NOTARIAL STAMP OR SEAL]

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

STATE OF Oregon

COUNTY OF Multnomah

**[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:**

**Wood River Solar, LLC,  
an Oregon limited liability company**

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

Name: Troy Snyder

Title: Authorized Person

STATE OF Oregon

COUNTY OF Multnomah

I certify that Troy Snyder an Authorized Person of Wood River Solar, LLC personally appeared before me this day, acknowledging to me that they signed the foregoing Memorandum of Ground Lease Agreement.

WITNESS my hand and official stamp or seal, this 14 day of August, 2024.

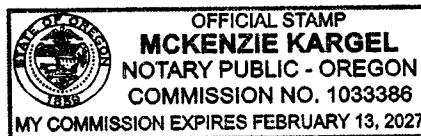
Notary Public: \_\_\_\_\_

Printed Name: Mckenzie Kargel

My Commission Expires:

2/13/27

[AFFIX NOTARIAL STAMP OR SEAL]



## **EXHIBIT A**

### **PREMISES DESCRIPTION**

#### **EXHIBIT "A"**

##### **LEGAL DESCRIPTION**

LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15,  
TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY,  
OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF LOT 30,  
ALTAMONT SMALL FARMS, KLAMATH COUNTY, AS SET IN CS 2799 OF KLAMATH  
COUNTY SURVEY RECORDS;

THENCE, ALONG THE EAST BOUNDARY OF THE NORTH HALF OF SAID LOT 30 NORTH  
0°05'53" WEST 3.80 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF  
ANDERSON WAY AS DEDICATED IN INSTRUMENT NUMBER 2023-06577, KLAMATH  
COUNTY OFFICIAL RECORDS;

THENCE, ALONG SAID SOUTHWESTERLY RIGHT OF WAY, NORTH 48°03'22" WEST 19.97  
FEET;

THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 41°56'38" WEST 15.00 FEET TO THE  
POINT OF BEGINNING;

THENCE NORTH 89°04'32" WEST 625.02 FEET;

THENCE NORTH 0°05'45" WEST 200.00 FEET;

THENCE SOUTH 89°04'32" EAST 398.70 FEET;

THENCE SOUTH 48°03'22" EAST 304.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.35 ACRES, MORE OR LESS.

