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DOC # 2014-0024884



JAN 21, 2014 8:00 AM

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SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES: 67.00

**PAGES: 18**



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Accommodation Recording  
requested by:  
First American Title Energy Group  
Through NCS 512637 NRG

When recorded mail to:

Soitec Solar In.  
16550 Via Esprillo  
Rancho Bernardo, CA 92127

Attn: Mark B Richards  
General Counsel

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MEMORANDUM OF SHARED USE AGREEMENT

**Memorandum of Shared Use Agreement**

After Recording Return to:  
Soitec Solar Inc.  
16550 Via Esprillo  
Rancho Bernardo, CA 92127  
Attention: Mark B. Richards, General Counsel

Space Above This Line For Recorder's Use

**MEMORANDUM OF SHARED USE AGREEMENT**

THIS MEMORANDUM OF SHARED USE AGREEMENT ("Memorandum"), dated as of January 14, 2014 (the "Memorandum Effective Date"), is entered into by and among TULE WIND LLC, an Oregon limited liability company ("Tule"), LANEAST SOLAR FARM LLC, a Delaware limited liability company ("LanEast") and RUGGED SOLAR LLC, a Delaware limited liability company ("Rugged" and together with LanEast, "Soitec Parties"). LanEast, Rugged, and Tule are each also referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

A. WHEREAS, to achieve maximum efficiencies, the Parties entered into that certain Shared Use Agreement dated as of November 7, 2012 (the "Agreement") which provides for the possibility of sharing the ownership and use of (including jointly managing and funding the design and construction of) the Shared Facilities (as defined below) and the Shared Gen-Tie Land Rights (as defined below) for the mutual benefit of certain solar energy generation projects being developed by the Soitec Parties, commonly known as the LanEast Solar Project and the Rugged Solar Project, and for a wind energy project being developed by Tule commonly known as the Tule Wind Project (each a "Project", and collectively, the "Projects"). Capitalized terms not otherwise defined in this Memorandum have the meanings ascribed to such terms in the Agreement.

B. Pursuant to the Agreement, Soitec Parties have been granted certain options to purchase an undivided tenancy in common interest in all and/or certain portions of the Shared Facilities and Shared Gen-Tie Land Rights.

C. The Agreement and all exhibits attached thereto are incorporated herein as if fully set forth in this Memorandum. Tule and Soitec Parties have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Agreement (including, without limitation, for the purpose of providing constructive notice of their rights and obligations under the Agreement with respect to the Shared Gen-Tie Land Rights and the Shared Facilities). In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or

supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the Parties under the Agreement, and the Agreement shall control over this Memorandum in all events.

NOW THEREFORE, Tule and Soitec Parties have agreed in the Agreement and hereby agree as follows:

1. Shared Facilities and Shared Gen-Tie Land Rights; Options Granted.

1.1 The Shared Facilities. The term “Shared Facilities” means the single set of tubular steel poles (“Support Structures”) and other supporting structures and related equipment described with greater particularity on Exhibit B-1 to the Agreement, which are now or hereafter located within the Gen-Tie Area (as hereinafter defined), expressly excluding any poles and other supporting structures and related equipment located in the Separate Pole Area (as defined in the Agreement). The Shared Facilities shall be designed, engineered, reviewed, procured, funded and constructed by the Parties in accordance with Article 3 of the Agreement.

1.2 Shared Gen-Tie Land Rights and Gen-Tie Area. The Shared Facilities are to be located upon the real property (collectively, the “Gen-Tie Area”) upon which Tule has been granted rights to install transmission improvements pursuant to the easement agreements referenced on Exhibit A-1 (“Shared Gen-Tie Land Rights Part A”) and on Exhibit A-2 (“Shared Gen-Tie Land Rights Part B”) and together with the Shared Gen-Tie Land Rights Part A, the “Shared Gen-Tie Land Rights”), and upon the State of California land described on Exhibit A-3 (“Separately Held State Land Rights”) for which each Party has or will obtain a right to install transmission improvements, as such easement area may be amended in the event that a Party or Parties hereafter obtains the right to install transmission improvements pursuant to any substitute, amended or supplemental easement agreement in connection therewith. The Gen-Tie Area consists of (i) “Gen-Tie Area A”, which is the real property with respect to which Tule has been granted easement rights to install transmission improvements pursuant to the Shared Gen-Tie Land Rights Part A and the Separately Held State Land Rights (as such areas may be amended), and (ii) “Gen-Tie Area B”, which is the real property with respect to which Tule has been granted rights to install transmission improvements pursuant to the Shared Gen-Tie Land Rights Part B (as such area may be amended). Each Owner (as hereinafter defined) will be responsible for keeping in full force and effect, and not violating the terms of the Shared Gen-Tie Land Rights in which it holds an Ownership Interest. No Shared Gen-Tie Land Right may be terminated, modified or amended without the written consent of all of the Parties hereto, provided that such consent shall not be unreasonably withheld, delayed or conditioned.

1.3 Option. On the terms and subject to the conditions set forth in the Agreement, as of the Effective Date, Tule granted (and hereby grants) to each of LanEast and Rugged an option to purchase a share of the undivided tenancy in common interest in any Shared Facilities and the Shared Gen-Tie Land Rights in accordance with Article 2 of the Agreement (the “Option”). LanEast and/or Rugged may exercise the Option in accordance with Article 2 on or before November 7, 2019 (the “Option Expiration Date”), provided that the Parties may extend the Option Expiration Date by mutual written consent. The terms of the Option are described in greater detail in Article 2 of the Agreement and in Sections 1.3(a) and (b) below.

(a) Rugged Option 1. Rugged has an option (the “Rugged Option 1”) to purchase a one-third of undivided tenancy in common interest in (i) any Shared Facilities located (or to be located) upon the Gen-Tie Area and (ii) the Shared Gen-Tie Land Rights (collectively (i) and (ii), the “Gen-Tie Assets”) on or prior to the Option Expiration Date.

(b) Rugged Option 2. If the LanEast Option Closing Date has occurred, Rugged shall have an option (the “Rugged Option 2”) to purchase, on or prior to the Option Expiration Date, a one-third undivided tenancy in common interest in (i) any Shared Facilities located (or to be located) upon the Gen-Tie Area A and (ii) the Shared Gen-Tie Land Rights Part A.

(c) LanEast Option. Provided that Rugged has not exercised Rugged Option 1, LanEast shall have an option (the “LanEast Option”) to purchase, on or prior to the Option Expiration Date, a one-third undivided tenancy in common interest in (i) any Shared Facilities located (or to be located) upon the Gen-Tie Area B, and (ii) the Shared Gen-Tie Land Rights Part B.

From and after the date a Party becomes an owner of an interest in any Shared Facilities and Shared Gen-Tie Land Rights, such Party shall be referred to as an “Owner”.

1.4 Interconnection of Projects. The ownership structure for the Shared Facilities, if any, and Shared Gen-Tie Land Rights set forth in the Agreement, as memorialized herein, is not organized with the intention or expectation of producing revenue or making a profit from the operation of the Shared Facilities but merely as an ownership form through which the Owners can accomplish their purpose of owning, operating and making the Shared Facilities available for the use of the Parties in connection with their respective, separate Projects. Subject to Rugged’s and LanEast’s exercise of their respective options and the provisions of the Agreement, each of Tule, Rugged and LanEast and their respective successors and assigns shall have the right, at their respective sole cost and expense, to use the Gen-Tie Assets to interconnect their Projects and to deliver electrical energy generated by such Projects via their respective Separate Facilities. At no time shall the Shared Facilities, if any, be used by any person other than an Owner, except as otherwise may be required by Law. The Owners shall cooperate in good faith to accomplish the interconnection of the Projects so as to minimize, to the extent reasonably practicable, the interruption and reduction of deliveries from the generation facilities of the other Owners.

1.5 Use of Shared Facilities and Shared Gen-Tie Land Rights. Except to the extent otherwise agreed in writing by the Owners, each Party shall use the Shared Gen-Tie Land Rights solely to install, maintain and operate the Shared Facilities and/or such Party’s Separate Facilities. Except to the extent otherwise agreed in writing by the Parties, each Party shall use any Shared Facilities solely for the purpose of installing, maintaining and operating its Separate Facilities. If it is determined that the Parties’ conductors are required by the Governmental Authorities to be installed underground in some or all of the Gen-Tie Area, then the Parties will share the use of such portion of the applicable Shared Gen-Tie Land Rights to install their respective conductors underground, and each Party will install its conductors in such Gen-Tie Area in a mutually agreed upon location that will accommodate the underground installation of each other Party’s conductors in such Gen-Tie Area. Each Party agrees that a Party on an earlier construction schedule shall have a priority regarding the placement of its underground conductors, provided, however that the

location of any such placement shall accommodate each of the other Parties' ability to complete underground installation of its Separate Facilities as may be determined in consultation with Tri-Axis Engineering or some other engineering consultant mutually agreed to by the Parties.

1.6 Exit Rights of the Parties.

(a) Exit Rights of Soitec Parties. Subject to the terms and conditions of the Agreement, either or both of the Soitec Parties shall have the right to terminate its respective rights and obligations under the Agreement at any time prior to the date such Party exercises its purchase option under Section 2.3 or Section 2.4 of the Agreement, as applicable, by providing written notice to Tule of such election.

(b) Exit Rights of Tule. Subject to the terms and conditions of the Agreement, at any time prior to the date that either of the Soitec Parties exercises its respective purchase option under Section 2.3 or Section 2.4 of the Agreement, as applicable, Tule may elect not to proceed with the development and construction of the Shared Facilities and its Separate Facilities and terminate its rights and obligations under the Agreement by providing written notice to Soitec Parties of such election; provided that either or both of Rugged and LanEast shall thereafter have the right to purchase from Tule at cost (either paid entirely by one Soitec Party or allocated between Soitec Parties as they deem appropriate) all or any portion of the Shared Gen-Tie Land Right(s) which the Soitec Parties desire to acquire. Upon any such Tule termination, if requested by Rugged and/or LanEast, Tule shall also assign to either or both of Rugged and LanEast all other crossing agreements and real property rights and permits, reports and studies that Tule has secured in connection with the contemplated Shared Facilities, Separate Facilities and Shared Gen-Tie Land Rights, to the full extent that such rights, permits, reports and studies are assignable, and for each such assigned right, permit, report or study, either or both of Rugged and LanEast shall pay to Tule an amount equal to Tule's cost therefor, and Tule shall cooperate with Rugged and/or LanEast, as applicable, to obtain any consents necessary to effectuate any such assignment. Upon any such Tule termination, if requested by Rugged and/or LanEast, Tule shall also assign to either or both of Rugged and LanEast any design, engineering, procurement or construction contract(s) for the Shared Facilities pursuant to an assignment and assumption agreement including provisions whereby Tule shall expressly assign, and Rugged and/or LanEast, as applicable, shall expressly assume, all of the rights and obligations under the applicable design or construction contract to the extent arising from and after the date of assignment.

2. Management of Shared Facilities. Tule is the initial Shared Facilities Manager, subject to Tule's right to resign as Shared Facilities Manager and to the rights of the Owners to replace the Shared Facilities Manager pursuant to the procedures set forth in the Agreement. The Shared Facilities Manager has the authority, among other things, to do the following on behalf of each of the Owners: to plan, engineer, construct and operate and maintain the Shared Facilities, if any, in accordance with the terms and conditions of the Agreement, including, without limitation, the approved annual budget then in effect, and to perform the administrative and other duties set forth in Section 5.2 of the Agreement. The Shared Facilities Manager shall be authorized to execute such contracts and other documents as are necessary to carry out its authorized duties as set forth in the Agreement.

3. Owners Committee. An Owners Committee has been established pursuant to the Agreement to oversee the management of the Gen-Tie Assets, and to take all other actions that all of the Owners may, from time to time, agree in writing that the Owners Committee is authorized to take in connection with the ownership (as applicable), construction, rebuilding, operation, maintenance, repair, replacement and removal of any Shared Facilities or any portion thereof, all as provided in the Agreement. Decisions regarding any matter before the Owners Committee, including but not limited to those matters described in Section 6.6 of the Agreement, shall be deemed approved by the Owners Committee only if approved by a super majority of seventy-five percent (75%) of the members.

4. Transfer of Interests; Liens.

4.1 Restrictions on Transfer. No Party shall sell, assign or otherwise transfer any of its Ownership Interest in the Gen-Tie Assets or rights and obligations under the Agreement, without (i) assigning or transferring all or a proportional Ownership Interest in the Gen-Tie Assets together with a corresponding assignment of all or a proportional share of the rights and obligations under the Agreement to the same assignee, such that such Party's Ownership Interest is not separated from a corresponding proportional interest in such Party's rights and obligations under the Agreement, and (ii) obtaining the prior written consent of all other Owners, which consent shall not be unreasonably withheld by any such other Owners, except that such consent shall not be required for a sale, assignment or transfer by an Owner of its Ownership Interest in the Gen-Tie Assets or rights and obligations under the Agreement (a "Transferring Party") under those certain circumstances described in Section 9.1 of the Agreement.

4.2 Transfer Requirements. No sale, assignment or other transfer of any interest in the Gen-Tie Assets (or in any part of the Gen-Tie Assets) pursuant to Section 9.1 of the Agreement, or which requires the consent of the other Owners, may be made by any Owner unless such Owner's rights in, to and under the Agreement, the Shared Facilities (if any) and the Shared Gen-Tie Land Rights that relate to such interest are similarly sold, assigned or transferred to the same Person or Persons, and such Person or Persons have assumed in writing all of the duties and obligations under the Agreement and the Shared Gen-Tie Land Rights of the Owner making such sale, assignment or transfer that relate to such interest. Any such sale, assignment or transfer (i) shall relieve an Owner of any past obligation under the Agreement only to the extent consented to in writing by the other Owners, and (ii) shall relieve an Owner of any future obligation under the Agreement, provided that the transferee agrees in writing to assume all such obligations. No Owner may transfer all or part of its rights to use the Shared Facilities (if any) separately from its Ownership Interest. Any attempted or purported sale, assignment or other transfer of any interest in the Shared Facilities (if any) or the Agreement made other than in accordance with Article 9 of the Agreement either voluntarily or by operation of law shall be void and of no force or effect.

4.3 Obligations Regarding Liens. No Party shall, directly or indirectly, create, incur or permit to exist, any Monetary Lien on the right, title and interest of any other Party in its Separate Property or Project or, except as permitted pursuant to Sections 6.6(f), 7.1, 7.2 and 7.3 of the Agreement and Permitted Liens, on any other Party's Ownership Interest in the Gen-Tie Assets. In the event of a violation of Section 9.3 of the Agreement which is not cured within thirty (30) days after written notice, any Party shall be entitled to remove or cause the removal of any Monetary

Lien which violates Section 9.3 and to be reimbursed by the Party which created the lien in violation of the Agreement, if applicable, or by the other Parties for liens not caused by the default of any specific Party (in accordance with each other Party's Proportionate Share).

4.4 Succession as "Owner". Any permitted purchaser, assignee or transferee (other than a collateral assignee pursuant to a lien securing an obligation to a financing party prior to foreclosure thereon) shall be considered an "Owner" for purposes of the Agreement.

5. Notices.

5.1 Form of Notices. All notices or other communications required or permitted by the Agreement shall be in writing. All notices and payments shall be sent to the Parties at the addresses provided below:

To Tule:

c/o IBERDROLA RENEWABLES, LLC  
1125 NW Couch Street, Suite 700  
Portland, OR 97209-4129  
Attn: Asset Management  
Facsimile: 503-796-6903

with a copy to:

IBERDROLA RENEWABLES, LLC  
Attn: Contract Administration  
1125 NW Couch Street, Suite 700  
Portland, OR 97209-4129  
Facsimile: 503-478-6394

To LanEast:

LANEAST SOLAR FARM LLC  
c/o Soitec Solar Energy Division  
16550 Via Esprillo  
Rancho Bernardo, CA 92127  
Attention: Mark B. Richards, General Counsel  
Telephone No.: (858) 746 9063  
Facsimile No.:  
Email: mark.richards@soitec.com

To Rugged:

RUGGED SOLAR LLC  
c/o Soitec Solar Energy Division  
16550 Via Esprillo  
Rancho Bernardo, CA 92127  
Attention: Mark B. Richards, General Counsel  
Telephone No.: (858) 746 9063  
Facsimile No.:  
Email: mark.richards@soitec.com

6. Miscellaneous.

6.1 Several Obligations; Relationship of Parties. Unless otherwise expressly stated in the Agreement, the duties, obligations and liabilities of the Owners under the Agreement are intended to be several and not joint or collective, and no Owner shall be jointly or severally liable for the acts, omissions or obligations of any other Owner. Nothing contained in the Agreement shall be construed to create an association, joint venture, or partnership, or impose a partnership duty, obligation or liability, among the Owners. No Owner shall have a right or power to bind any other Owner without its express written consent, except as expressly otherwise provided in the Agreement.

6.2 Run with the Land. All of the covenants, consents and agreements contained in the Agreement touch and concern the real estate described in the Agreement and are expressly intended to, and shall, to the extent allowed by law, be covenants running with the land and shall be binding and a burden upon said real estate and each Party's present or future estate or interest therein and upon each of the Parties, their respective successors and assigns as holders of an estate or interest in such real estate (including any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit the Parties and their respective successors and assigns and the real estate and any present or future holder of an estate or interest therein. To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land, they shall be enforceable as equitable servitudes.

6.3 Partition Waiver. The Owners agree that the Gen-Tie Assets are not suitable for partition. Accordingly, each Owner irrevocably waives any and all rights that it may have under Applicable Law to maintain any action, suit or claim for partition of all or any part of the Gen-Tie Assets. In the event that any Owner is an entity that attempts to distribute its interest in the Gen-Tie Assets and the Agreement to its members, shareholders, partners or owners voluntarily, in the course of dissolution or by operation of law, such distribution must comply with all requirements of Article 9 of the Agreement, such that the distributees shall become Owners under the Agreement and each distributee shall be bound by the terms of the Agreement, including the waiver of any partition rights.

6.4 Third Party Beneficiaries. Except with respect to the rights of Indemnified Parties as set forth in the Agreement, the covenants contained therein are made solely for the benefit of the Parties and their respective successors and permitted assigns, and shall not be construed as benefiting any person or entity that is not a Party.

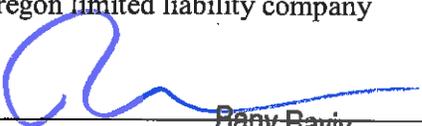
6.5 Multiple Counterparts. This Memorandum may be executed in multiple counterparts, all of which shall constitute one and the same instrument.

**[SIGNATURES PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Memorandum Effective Date.

TULE:

Tule Wind LLC,  
an Oregon limited liability company

By:   
Name: Rany Raviv  
Title: Authorized Representative

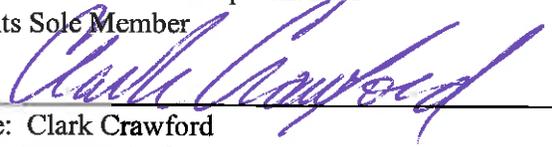
LEGAL  
IMC

By:   
Name: Scott Jacobson  
Title: Authorized Representative

LANEAST:

LanEast Solar Farm LLC,  
a Delaware limited liability company

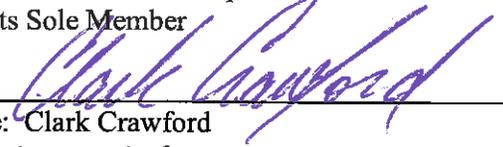
By: Soitec Solar Development LLC  
its Sole Member

By:   
Name: Clark Crawford  
Title: Attorney-in-fact

RUGGED:

Rugged Solar LLC,  
a Delaware limited liability company

By: Soitec Solar Development LLC  
its Sole Member

By:   
Name: Clark Crawford  
Title: Attorney-in-fact

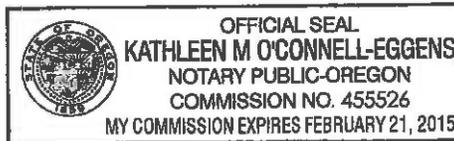
**ACKNOWLEDGMENTS**

STATE OF OREGON            )  
  )  
COUNTY OF MULTNOMAH)    ss.

On January 7, 2014, before me, Kathleen O'Connell Eggens, Notary Public, personally appeared Rany Ravi, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen O'Connell Eggens  
Notary Public



[SEAL]

STATE OF OREGON            )  
  )  
COUNTY OF MULTNOMAH)    ss.

On January 7, 2014, before me, Kathleen O'Connell Eggens Notary Public, personally appeared Scott Jacobson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen O'Connell Eggens  
Notary Public



[SEAL]

State of California )  
 )  
County of San Diego )

On January 14, 2014, before me, Sharon K. Nardozza, Notary Public, personally appeared CLARK CRAWFORD who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Sharon K. Nardozza (Seal)



State of California )  
 )  
County of San Diego )

On January 14, 2014, before me, Sharon K. Nardozza, Notary Public, personally appeared CLARK CRAWFORD who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Sharon K Nardozza (Seal)



**EXHIBIT A-1**  
**Memorandum of Shared Use Agreement**

**Description of Shared Gen-Tie Land Rights Part A**

The following easements with respect to the parcels described below:

1. That certain Power Line Easement Agreement, dated as of March 30, 2011, by and between the WaterStone Support Foundation, Inc., a Colorado non-profit corporation, and Tule Wind LLC, recorded on May 3, 2011 as Document Number 2011-0229743 of Official Records of the County of San Diego, California.
2. That certain Transmission Easement Option Agreement, dated as of February 21, 2013, by and between Wuest Estate Company, a California corporation, and Tule Wind LLC, recorded on June 12, 2013 as Document Number 2013-0371151 of Official Records of the County of San Diego, California.

(1) Legal description of parcel owned by Wuest Estate Company:

All of that real property located in the County of San Diego, State of California, more particularly described as follows:

The West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$ ) of Section 22, Township 17 South, Range 7 East, San Bernardino Base and Meridian, in San Diego County, California, according to the U.S. Government Survey.

Excepting therefrom those portions deeded to the State of California for highway purposes on December 22, 1965 as Instrument No. 229822 of Official Records.

Also excepting therefrom those portions lying Southerly of Interstate Highway No. 8 and those portions lying Westerly of Lake Canyon Road Survey No. 658.

Also excepting therefrom that portion conveyed from Wuest Estate Company to Beverly Crosswhite by deed recorded April 18, 1977 as Instrument No. 1977-140464.

Containing portions of the following Assessor Parcel Numbers:

613-010-14-00  
613-010-16-00  
613-010-15-00

**EXHIBIT A-2**  
**Memorandum of Shared Use Agreement**

**Description of Shared Gen-Tie Land Rights Part B**

The following easements with respect to the parcels described below:

1. That certain Transmission Easement Agreement, dated as of November 13, 2012, by and between Lansing Industries, Inc., a California corporation and Tule Wind LLC, recorded on November 7, 2013 as Document Number 2013-0664345 of Official Records of the County of San Diego, California.
2. That certain Easement Agreement for Road and Electrical Transmission Line, dated as of February 10, 2011, by and between Stephen Horner and Catherine Horner, husband and wife as joint tenants, and Tule Wind LLC, recorded on February 10, 2011 as Document Number 2011-0080687 of Official Records of the County of San Diego, California.

(1) Legal description of parcel owned by Lansing Industries, Inc.:

All of that real property located in the County of San Diego, State of California, more particularly described as follows:

The West Half of the North Half of the Northwest Quarter (W $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 27, Township 17 South, Range 7 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the U.S. Government Survey, lying Southwesterly of the Southwesterly boundary of the State Highway XI-San Diego-12G, as granted to the State of California, recorded December 22, 1965 as Instrument No. 229822 of Official Records. (California Highway 11-San Diego-8).

A portion of Assessor's Parcel No.: **613-030-28-00**

AND

Parcel 3 as shown on Certificate of Compliance evidenced by document recorded August 16, 2002 as Instrument No. 02-0696123 of Official Records, being a division of the following:

That portion of the Northeast 1/4 of Section 28, Township 17 South, Range 7 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof lying Northerly of the Northerly boundary of that 100.00 foot wide California State Highway (Old Highway 80) as shown on Miscellaneous Map No. 118, filed in the Office of the County Recorder of San Diego County.

Excepting therefrom that portion lying Easterly and Northeasterly of a line described as follows:

Commencing at the Northeast corner of said Section 28;  
Thence along the Easterly line of said Section 28, South 00°17'17" West,  
1070.15 feet to the True Point of Beginning;  
Thence South 80°20'50" West, 24.68 feet;  
Thence North 08°22'50" West, 181.52 feet;  
Thence North 00°36'49" East, 298.26 feet;  
Thence North 03°30'06" West, 417.46 feet;  
Thence North 71°24'00" West, 578.85 feet to a point of the Northerly line of said Section  
28, distant thereon North 89°33'20" West, 627.09 feet from the Northeast corner of said  
Section 28.

Also excepting from the Northeast 1/4 of the Northeast 1/4 of said Section 28, that  
portion described as follows:  
Commencing at Engineer's Station 164-64-11 on the center line of said Old Highway 80  
(100.00 feet wide);  
Thence along said center line, North 68°33'00" East, 53.10 feet;  
Thence North 43°05'58" East, 91.15 feet to the Northerly boundary of said State  
Highway;  
Thence Easterly along said Northerly boundary, a distance of 167.00 feet to the True  
Point of Beginning;  
Thence continuing Easterly along said Northerly boundary, a distance of 200.00 feet;  
Thence North 143.00 feet;  
Thence West, 129.00 feet;  
Thence Southwesterly along a straight line to the True Point of Beginning.

**[APN: 612-091-13]**

AND

Those portions of the East 1/2 of the Southwest 1/4 of Section 21 and of the East 1/2 of  
the Northwest 1/4 of Section 28 in Township 17 South, Range 7 East, San Bernardino  
Base and Meridian, in the County of San Diego, State of California, according to Official  
Plat thereof, lying Southerly of the Southwesterly line of that part of California State  
Highway 11-SD-8 (Interstate 8) as described in Deed to the State of California, recorded  
October 13, 1966 as file No. 164412 of Official Records and lying Northerly of the  
Northerly boundary of that 100.00 foot wide California State Highway (Old Highway 80)  
as shown on Miscellaneous Map No. 118, filed in the Office of the County Recorder of  
San Diego County

Excepting therefrom those portions lying Westerly of a line described as follows:

Commencing at the Northwest Corner of the East 1/2 of the Northwest 1/4 of said  
Section 28;  
Thence along the Westerly line of said East 1/2, South 01°00'58" West, 1836.13 Feet to  
the Northerly boundary of said Old Highway 80 (100 feet wide);

Thence along said Northerly boundary, South 66°29'06" East (Record - South 66°29'00" East), 371.93 feet to the True-Point-of-Beginning;  
Thence parallel with the Westerly line of said East 1/2 of the Northwest 1/4 and the Northerly prolongation thereof, North 01°00'58" East, 2737.17 feet to the Southwesterly boundary of said Interstate 8 herein above referred to.

Also excepting therefrom the Westerly 36 acres.

[A portion of Assessor's Parcel No.: **612-091-13-00**]

**EXHIBIT A-3**  
**Memorandum of Shared Use Agreement**

**Separately Held State Land Rights**

The Separately Held State Land Rights means those certain Agreements and Grants of Easements for Roadways and Transmission Utility Line dated August 23, 2012 between Tule and the State of California acting through its Director of the Department of General Services with the approval of the California Department of Corrections and Rehabilitation , and those certain real property agreement(s) hereafter obtained by Rugged with respect to the State Land described in below, providing each such respective party with the right to install, maintain and operate transmission improvements on the State Land.

**Legal description of State Land:**

A 125.00 foot strip of land over, under and across that part of the Southwest Quarter of the Southwest Quarter of Section 15, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, said strip of land shall be 125.00 feet in width, the west line of said 125.00 foot strip shall lie 100.00 feet east of and parallel to the following described centerline.

Commencing at a standard BLM monument with a brass cap stamped "U.S. DEPARTMENT OF THE INTERIOR, BUR. OF LAND MANAGEMENT, T17S, R7E, S9, S10, S16, S15, 1988", marking the Northwest corner of Section 15, Township 17 South, Range 7 East, San Bernardino Meridian, said Northwest corner bears North 86° 42' 38" West, 5436.33 feet (record North 86° 43.6' 00" West, 82.135 chains, according to a 1988 Corrective Dependent Resurvey approved by the Bureau of Land Management) from a standard BLM monument with a brass cap stamped "U.S. DEPARTMENT OF THE INTERIOR, BUR. OF LAND MANAGEMENT, T17S, R7E, S10, S11, S15, S14", marking the Northeast corner of said Section 15, according to said 1988 Corrective Dependent Resurvey thence from said Northwest corner along the Northerly line of said Section 15, South 86° 42' 38" East, 158.56 feet to the TRUE POINT OF BEGINNING of the centerline herein described; thence from said TRUE POINT OF BEGINNING and leaving said Northerly line, South 03° 53' 02" West, 827.03 feet; thence South 00° 52' 32" West, 5036.30 feet, thence South 30° 15' 59" East, 1100.84 feet; thence South 00° 13' 02" West, 1218.10 feet; thence South 12° 58' 55" West, 2490.94 feet, more or less, to the northerly line of Interstate Highway No. 8 according to Instrument No. 229822 of Official Records, said San Diego County and said centerline there terminating.

The side lines of the above described 125.00 foot strip of land shall be lengthened or shortened so as to be continuous and terminate at the north and south lines of said Southwest Quarter of the Southwest Quarter