

DOC# 2018-0215703



May 29, 2018 04:59 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$271.00 (SB2 Atkins: \$225.00)

PCOR: N/A

PAGES: 7

RECORDING REQUESTED BY
STEWART TITLE GUARANTY COMPANY

18000480409

~~Recording requested by and~~
when recorded mail to:

BayWa r.e. Solar Projects LLC
17901 Von Karman Ave. Ste 1050
Irvine, CA 92627
Attn: General Counsel

(space above this line for recorder's use)

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of May 24, 2018 (the "Effective Date"), between David M. Landman and Helen E. Landman ("Seller"), and BayWa r.e. Development LLC, a Delaware limited liability company ("Purchaser"), in light of the following facts and circumstances:

RECITALS:

WHEREAS, Seller and Purchaser have entered a Real Estate Purchase Option Agreement dated as of the Effective Date with respect to property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the Official Records of San Diego County, California, in order to provide record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to purchase the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a one (1) year period beginning on the Effective Date, subject to two (2), one (1) year extension options, exercisable by Purchaser. Closing of the transaction contemplated by the Option Agreement shall occur within thirty (30) days following Purchaser's exercise of the Option, in accordance with the

Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Seller:

David M. Landman
Helen E. Landman
1951 Carrizo Gorge Road
Jacumba, CA 91934
Phone: (619) 766-4301
Fax: 619 766 4775
Email: DML@DEANZASPRINGS.COM

Purchaser:

BayWa r.e. Solar Projects LLC
17901 Von Karman Ave. Ste 1050
Irvine, CA 92627
Attn: General Counsel
Phone: 949 656 4023
Email: ussp.legal@baywa-re.com

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records of San Diego County, California, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

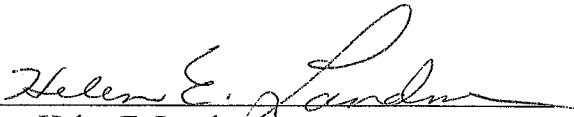
IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

SELLER:

David M. Landman and Helen E. Landman

Dated: 5/15/18

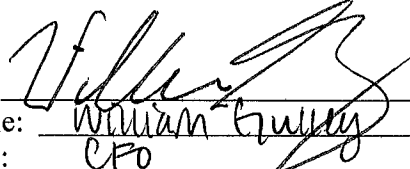
By: 
Name: David M. Landman

By: 
Name: Helen E. Landman

PURCHASER:

BayWa r.e. Development LLC,
a Delaware limited liability company

Dated: 5/24/18

By: 
Name: William E. Gully
Title: CFO

ACKNOWLEDGEMENT OF SELLER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

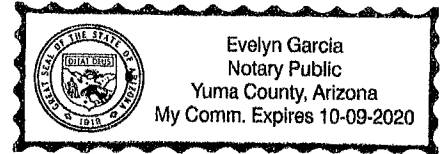
Arizona
State of ~~California~~ }
County of ~~San Diego~~ }
Yuma }

On May 15, 2018, before me, Evelyn Garcia, Notary Public personally appeared David M. Landman & Helen E Landman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{Arizona} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Evelyn Garcia



(Notary Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange County)
On 5.24.2018 before me, Lisa Nicole Watson, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William Guelley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Lisa Watson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Form of Memorandum

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION

That certain approximately 57.12 acres of real property located in San Diego County, California, more specifically described as:

PARCEL 1: (APN 660-150-16-00)

THE WEST 200 FEET OF THE NORTH 200 FEET THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY AND SUPPLEMENTAL PLAT APPROVED APRIL 4, 1914.

PARCEL 2: (APN 660-140-06-00 & 660-140-08-00)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY AND SUPPLEMENTAL PLAT APPROVED APRIL 4, 1914.

EXCEPTING THEREFROM THAT PORTION OF SAID IN A GRANT DEED TO THE COUNTY OF SAN DIEGO RECORDED APRIL 19, 1984 AS FILE NO. 84-144067 OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

THE NORTHERLY 1007.50 FEET OF THE WESTERLY 900.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED APRIL 4, 1914.

PARCEL 3: (APN 660-150-21-00)

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY AND SUPPLEMENTAL PLAT APPROVED APRIL 4, 1914.

EXCEPTING THEREFROM THE WEST 200 FEET OF THE NORTH 200 FEET THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY AND SUPPLEMENTAL PLAT APPROVED APRIL 4, 1914.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID IN A GRANT DEED TO THE JACUMBA COMMUNITY SERVICES DISTRICT RECORDED FEBRUARY 1, 1990 AS FILE NO. 90-058157 OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST 1/4 OF SAID FRACTIONAL SECTION 8, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY AND SUPPLEMENTAL PLAT APPROVED APRIL 4, 1914.

DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8; THENCE NORTH 89° 49' 03" WEST ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 8 A DISTANCE OF 1390.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 10' 57" WEST 240.00 FEET; THENCE

SOUTH 89° 49' 03" EAST 10.00 FEET; THENCE SOUTH 00° 10' 57" WEST 30.00 FEET; THENCE NORTH 89° 49' 03" WEST 30.00 FEET; THENCE NORTH 00° 10' 57" EAST 30.00 FEET; THENCE SOUTH 89° 49' 03" EAST 10.00 FEET; THENCE NORTH 00° 10' 57" EAST 240.00 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 8; THENCE SOUTH 89° 49' 03" EAST 10.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF OLD HIGHWAY 80, 100 FEET WIDE, AS SHOWN ON MISCELLANEOUS MAP NO. 116, COUNTY OF SAN DIEGO RECORDS.

ALSO EXCEPTING THEREFROM A ROUTE DESCRIBED AS FOLLOWS:

COMMENCING AT SAID TRUE POINT OF BEGINNING; THENCE SOUTH 00° 10' 57" WEST 240.00 FEET; THENCE NORTH 89° 49' 03" WEST 10.00 FEET; THENCE NORTH 00° 10' 57" EAST 240.00 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 8; THENCE SOUTH 89° 49' 00" EAST 10.00 FEET TO SAID TRUE POINT OF BEGINNING.

APN's 660-140-06-00, 660-140-08-00, 660-150-06-00, and 660-150-21-00