

KITTITAS CO CDS  
RECEIVED  
04/09/2024

REVIEWED

03/13/2024

KITTITAS COUNTY TREASURER

BY: Kristen Washington

**After recording return to:**  
Schnebly Coulee Solar Energy LLC  
c/o Invenergy LLC  
One South Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
ATTN: Land Administration

Legal Description: Parcels 11-20, inclusive, Book 32 of Surveys, Pages 228-231, being a portion of the NE¼ of Section 14, Township 17 N, Range 20 E, W.M., as described in Exhibit A

Tax Parcel Numbers: 17-20-14010-0001, 17-20-14010-0007, 17-20-14010-0005, 17-20-14010-0008, 17-20-14000-0001, 17-20-14000-0002, 17-20-14000-0003, 17-20-14000-0004, 17-20-14000-0005, 17-20-14000-0006 | 010633, 641136, 060633, 921136, 951417, 951418, 951419, 951420, 951421, 951422

*Space Above this Line for Recorder's Use Only*

### MEMORANDUM OF SOLAR EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR EASEMENT AGREEMENT (this "**Memorandum**"), is made, dated and effective as of February 20, 2024 (the "**Effective Date**"), between **Randall S. Bass and Sheila W. Bass, husband and wife** (together with their successors, assigns and heirs, comprising "**Owner**"), whose address is 871 Bently Rd, Ellensburg, Washington 98926, and **Schnebly Coulee Solar Energy LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "**Grantee**"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain SOLAR EASEMENT AGREEMENT dated February 20, 2024 (the "**Agreement**"), which affects the real property located in Kittitas County, Washington, as more particularly described in Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. The Agreement shall be for an initial term of four (4) years, a construction term of two (2) years, an operations term of twenty-five (25) years and one extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

**GRANTEE:**

Randall S. Bass

Schnebly Coulee Solar Energy LLC,  
a Delaware limited liability company

By: Randall S. Bass

By: Amine  
Name: Laura Miner  
Title: Authorized Signatory

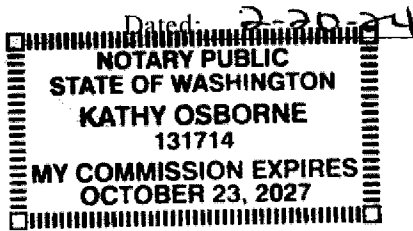
Sheila W. Bass

By: Sheila W. Bass

ACKNOWLEDGMENT OF OWNER

STATE OF Washington  
 ) SS.  
COUNTY OF Kittitas

I certify that I know or have satisfactory evidence that Randall S. Bass is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the individual to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



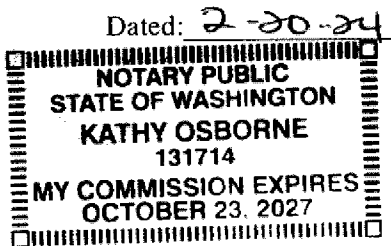
(S E A L)

Name: Kathy Osborne  
Notary Public, State of Washington  
My Commission Expires: 10-23-27

ACKNOWLEDGMENT OF OWNER

STATE OF Washington  
 ) SS.  
COUNTY OF Kittitas

I certify that I know or have satisfactory evidence that Sheila W. Bass is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the individual to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



(S E A L)

Name: Kathy Osborne  
Notary Public, State of Washington  
My Commission Expires: 10-23-27

ACKNOWLEDGMENT OF GRANTEE

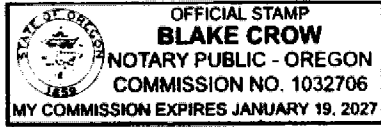
STATE OF OREGON )  
 ) SS.  
COUNTY OF MULTNOMAH

On this 22 day of FEBRUARY, 2024, before me, a notary public for the State of OREGON personally appeared LAURA MINER, known to me to be the person named in the foregoing, and acknowledged to me that ~~he or~~ she executed the same as Vice President of Schnebly Coulee Solar Energy LLC, as a free act, for the uses and purposes therein mentioned.

**BL**  
**AUTHORIZED**  
**SIGNATORY**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in the certificate.

(S E A L)



Name: BLAKE CROW  
Notary Public, State of OREGON  
My Commission Expires: 1/19/27

*B Crow*

**EXHIBIT A  
Description of the Property**

**Kittitas County, State of Washington**

That certain real property situated in Kittitas County, State of Washington, and identified as Parcels 1 through 20 in that certain Survey recorded on July 11, 2006, in Book 32 of Surveys, Pages 228 - 231, under Auditor's File No. 200607110022 ("Survey"), encompassing approximately 52 acres of land, more or less, located within Section 14, in Township 17 North, Range 20 East of the Willamette Meridian, and more particularly described as follows:

	<b>Parcel Number</b>	<b>Legal Description of Land in Kittitas, Washington</b>
010633	17-20-14010-0001	Parcel 15 of Survey, encompassing 6.00 acres, located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$
641136	17-20-14010-0007	Parcel 16 of Survey, encompassing 6.00 acres, located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$
060633	17-20-14010-0005	Parcel 14 of Survey, encompassing 5.00 acres, located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$
921136	17-20-14010-0008	Parcel 17 of Survey, encompassing 5.00 acres, located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$
951417	17-20-14000-0001	Parcel 13 of Survey, encompassing 5.00 acres, located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$
951418	17-20-14000-0002	Parcel 18 of Survey, encompassing 5.00 acres, located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$
951419	17-20-14000-0003	Parcel 12 of Survey, encompassing 5.00 acres, located in the E $\frac{1}{2}$ NE $\frac{1}{4}$
951420	17-20-14000-0004	Parcel 19 of Survey, encompassing 5.00 acres, located in the E $\frac{1}{2}$ NE $\frac{1}{4}$
951421	17-20-14000-0005	Parcel 11 of Survey, encompassing 5.00 acres, located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$
951422	17-20-14000-0006	Parcel 20 of Survey, encompassing 5.00 acres, located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$