2017-0390855
09/20/2017 04:49 PM Fee: $ 18.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
VIVINT SOLAR DEVELOPER, LLC
P.O. Box 4589
Portland, OR 97208

					R	A	Exam: 007		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
2									18
SIZE	NCOR	SMF	NCHG	T:					

APN: 340-510-058 Service No.: 5666072

NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT

This real property located at 29778 SALMON ST, MENIFEE, County of Riverside, CA, 92584 (the "***Property***") is receiving part of its electric service from an independent solar energy producer that has retained ownership of a solar electric generation system that is located on the real property. The independent solar energy producer provides electric service to the current owner of this real property through a long-term contract for electric service. The independent solar energy producer is required to provide a copy of the contract to a prospective buyer of the real property within ten (10) days of the receipt of a written request from the current owner of this real property.

This NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT (this "***Notice***") is provided by VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company ("***Company***") with reference to the following facts:

1. Ashley Keeler ("***Homeowner***") and Company entered into that certain Residential Solar Power Purchase Agreement, dated as of July 10, 2017 (the "***Agreement***"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Agreement. To request a copy of the Agreement, please contact Vivint Solar by calling 1.877.404.4129, or by writing at 1850 W. Ashton Blvd., Lehi, UT 84043

2. The Agreement commenced on July 10, 2017 and will terminate on approximately January 10, 2038 (the "***Term***"). At the end of the Term, Homeowner may elect to continue with the Agreement on a year-to-year basis, enter into a new agreement, request removal of the System, or purchase the System. If Homeowner elects removal, then Company shall remove the System within ninety (90) days.

3. Pursuant to the Agreement, Homeowner granted to Company a right to access, enter into, and use the Property for the installation, operation, and maintenance of a solar photovoltaic energy system (the "***System***") located at the Property.

4. Pursuant to the terms and conditions of the Agreement, the Company has agreed to sell and Homeowner has agreed to purchase all electricity produced by the System.

5. Company owns the System, collectively with all associated rights, privileges, assets, incentives, rebates, and benefits arising from, relating to, or attributable to the System (the "***System Interests***"). At all times during the Term, the System and the System Interests shall remain Company's sole personal property and shall not be deemed or characterized as a "fixture" or any part of the "realty" as those terms may be defined by applicable law. THIS NOTICE SHALL NOT IN ANY WAY MODIFY THE CHARACTER OR CLASSIFICATION OF THE SYSTEM. THE SYSTEM IS NOT A FIXTURE.

6. COMPANY DOES NOT HAVE A SECURITY INTEREST OR LIEN ON THE PROPERTY. THIS NOTICE SHOULD NOT BE CONSTRUED AS AN ENCUMBRANCE AFFECTING TITLE TO THE PROPERTY.

7. Pursuant to the terms and conditions of the Agreement, if the Homeowner proposes to sell or transfer the Property, it must provide Company with

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thirty (30) days' prior written notice of such sale or transfer, including the name of the proposed purchaser or transferee ("***Property Transferee***"). If Property Transferee will not assume the obligations under the Agreement, or if Company determines that Property Transferee does not qualify, then Homeowner will be required to purchase the System at Four Dollars ($4) per watt installed, subject to reduction pursuant to the terms of the Agreement.

8. If Homeowner defaults under the Agreement and Company elects to terminate the Agreement, then Homeowner may be responsible to purchase the System at Seven Dollars ($7) per watt installed, subject to reduction pursuant to the terms of the Agreement. Alternatively, Company may elect to terminate the Agreement and remove and retake the System.

9. If Company defaults under the Agreement and Homeowner elects to terminate the Agreement, then Company shall remove the System within ninety (90) days.

10. The Agreement is binding upon Homeowner's and Company's respective heirs, legal representatives, successors, and permitted assigns.

11. This Notice shall not, under any circumstances, be deemed to modify or change any provision of the Agreement. In the event of any conflict between the terms of this Notice and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, Company has executed this Notice on September 8, 2017.

VIVINT SOLAR DEVELOPER, LLC,
a Delaware limited liability company

By: Veronica Lynn Bisesti

Name: Veronica Lynn Bisesti

Title: Manager

State of Oregon
County of Multnomah

On 9/8/17 before me, Janet Harris Fierst, Notary Public, personally appeared Veronica Lynn Bisesti, 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 she executed the same in her authorized capacity, and that by her 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet Harris Fierst (Seal)

OFFICIAL STAMP
JANET HARRIS FIERST
NOTARY PUBLIC - OREGON
COMMISSION NO. 942185
MY COMMISSION EXPIRES AUGUST 25, 2019

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