2025-0056687
02/26/2025 10:18 AM Fee: $ 94.00
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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY
Sunrun Inc.
Operations Department

WHEN RECORDED MAIL TO
Sunrun Inc.
P.O. Box 981440
El Paso, TX 79998-1440

6123

NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT

NOT AN ENCUMBRANCE: ***THIS NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT IS THE NOTICE REQUIRED UNDER SECTION 2869 OF THE CALIFORNIA PUBLIC UTILITIES CODE AND DOES NOT CONSTITUTE A TITLE DEFECT, LIEN, OR ENCUMBRANCE, AS STATED IN SUCH STATUTE.***

TAX NOTICE: *Section 73 of the California Revenue and Taxation Code allows a property tax exemption for the mounting of certain types of solar energy systems. The Generation System (as defined herein) is a qualifying active solar energy system, as defined under Section 73, and is exempt from a property tax assessment. This Notice supersedes any prior Notice of an Independent Solar Energy Producer Contract recorded by Sunrun Inc. against the Property described herein.*

THIS REAL 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 (**"Notice"**) is made as of January 14, 2025 by Sunrun Inc. (together with its, successors and assigns, **"Sunrun"**) whose address is 1800 Ashton Blvd Lehi, UT 84043, whose telephone number is (855) 478-6786, and whose email address is filings@sunrun.com. This Notice concerns the Sunrun Residential Solar Customer Agreement, dated August 30, 2024 (the **"Agreement"**), between the owner of the real property listed below (**"Customer"**) and Sunrun.

RECITALS

A. Pursuant to the Agreement, Sunrun, an independent solar energy producer, has installed a solar facility (**"Solar Facility"**) on real property owned by Customer as follows:

Name: Ryan Hemmerle
Address: 41215 Alegria Ln, Lake Elsinore, CA, 92532
County: Riverside
Parcel #: 347-560-035

B. Pursuant to the terms of the Agreement, Sunrun owns the Solar Facility and is responsible for operating, maintaining, and insuring the Solar Facility. Customer is responsible for making monthly lease and/or electricity payments to Sunrun for the term of the Agreement. Notwithstanding anything to the contrary herein, in LADWP territory, the Customer and Sunrun both understand and agree that the Agreement is for the lease of a Solar Facility and not for the purchase and sale of power.

C. The Agreement has a 25 ("LEASE TERM NUMERICAL") year term (the "**Initial Term**") that is expected to commence on 8/30/2024 5:09:12 AM and is expected to terminate on 8/24/2049 5:09:12 AM, subject to renewal for additional one year periods (each a "**Renewal Term**") unless either party to the Agreement gives the other party a termination notice at least thirty (30) days prior to expiration of the Initial Term or Renewal Term, as applicable.

D. If Customer materially breaches the Agreement (whether by assigning the Agreement, failing to make the payments required thereunder or otherwise), Customer must, within thirty (30) days following such breach, either (i) pay Sunrun a termination payment, calculated in accordance with the Agreement (the "**Make Whole**") or (ii) purchase the Solar Facility for the purchase price specified in the Agreement. If Customer fails to pay the Make Whole or purchase the Solar Facility, Sunrun (subject to any cure rights provided in the Agreement) may disconnect the Solar Facility and/or enter the Property and remove the Solar Facility. At the end of the Initial Term or Renewal Term, Customer may purchase the Solar Facility for the purchase price specified in the Agreement. If Customer does not purchase the Solar Facility, Sunrun may disconnect the Solar Facility and/or enter the Property and remove the Solar Facility.

E. It is the intention of Sunrun and Customer that (i) Sunrun and/or its designated affiliate retain title to the Solar Facility, unless Customer elects to purchase the Solar Facility in accordance with the Agreement, and (ii) the Solar Facility will at all times remain the personal property of Sunrun and shall not at any time constitute a fixture or part of the Property.

F. If Customer sells the Property, the Customer will have the option to either (a) assign the Agreement to the new owner of the Property, provided the new owner of the Property meets with Sunrun's customer credit requirements or (b) purchase the Solar Facility in accordance with the terms of the Agreement. If Customer sells or otherwise transfers the Property without effectuating either option (a) or (b) above, the Customer will have materially breached the Agreement and must, within thirty (30) days following such breach; either (i) pay Sunrun the Make Whole payment or (ii) purchase the Solar Facility for the purchase price specified in the Agreement.

Sunrun Inc.

By: D Williams

Dale Williams, Manager

State of Texas
County of Collin

On __01/14/2025__ before me, Diana C Starnes, Notary Public, personally appeared Dale Williams, who is personally known by and, additionally 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 they executed the same in their authorized capacity, and that by their 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diana Starnes (Seal)

DIANA C. STARNES
Notary Public, State of Texas
Comm. Expires 07-15-2028
Notary ID 134992212