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**FIRST AMENDMENT TO
MEMORANDUM OF OPTION AGREEMENT
FOR GRANT OF EASEMENT AND
EASEMENT AGREEMENT FOR ACCESS**

GRANTOR: David Cowan

GRANTEE: Bly Solar Center, LLC

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Bly Solar Center, LLC
321 East Main Street, Suite 300
Charlottesville, VA 22902

Prepared by: Nelson S. Teague, Jr.

(Space Above for Recorder's Use)

**FIRST AMENDMENT TO
MEMORANDUM OF OPTION AGREEMENT FOR
GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR ACCESS**

THIS FIRST AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT FOR GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR ACCESS (this "Amendment") is made and entered into as of April 14, 2016 by and between Bly Solar Center, LLC, an Oregon limited liability company ("Developer"), and David Cowan ("Owner").

Recitals

A. Owner and Developer are parties to that certain Option Agreement for Grant of Easement and Easement Agreement for Access dated December 26, 2015 ("Option Agreement").

B. On February 16, 2016, Owner and Developer entered into a Memorandum of Option Agreement for Grant of Easement and Easement Agreement for Access which was recorded in the Clerk's Office for Klamath County, Oregon on March 8, 2016: Reference 2016-002507 (the "Memorandum").

C. Owner and Developer now desire to amend and revise Paragraph 2 of the Memorandum to accurately reference the term of the Option Agreement.

D. Owner and Developer now desire to provide for public notice of the revised Paragraph 2 of the Option Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


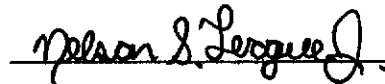
1. Term of the Option. Paragraph 2 of the Memorandum is hereby deleted and replaced in its entirety with the following:

Subject to the terms and conditions set forth in the Option Agreement, the term of the Option expires and this Memorandum will automatically terminate and be of no further force or effect as of October 1, 2016.

2. No Other Changes. Other than as set forth in this Amendment, the remaining terms and conditions of the Memorandum and Option Agreement shall not be effected by this Amendment and remain in full force and effect.

3. Conflict of Provisions. This Amendment is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Owner and Developer under the Option Agreement. In the event of any inconsistency between this Amendment and the Option Agreement, the terms of the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

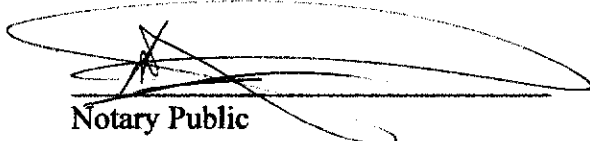
"Owner"	"Developer"
<p>David Cowan</p> <p>By: </p> <p>Name: <u>David M Cowan</u></p>	<p>BLY SOLAR CENTER, LLC, An Oregon limited liability company</p> <p>By: </p> <p>Name: Nelson S. Teague, Jr.</p> <p>Title: Manager</p>

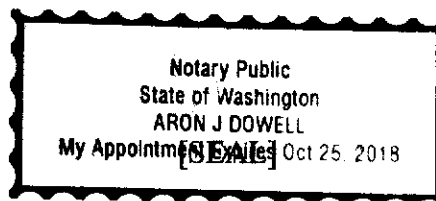
STATE OF Washington)
) ss.
COUNTY OF Thurston)

On April 14th, 2016, before me, Aron Dowell,
personally appeared **David Cowan** 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
Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

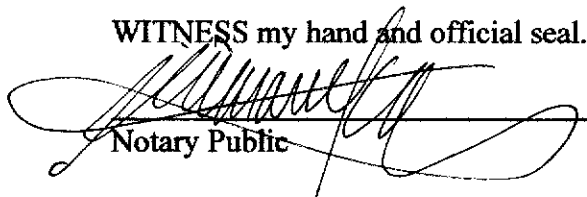


STATE OF VIRGINIA)
) ss.
CITY OF CHARLOTTESVILLE)

On April 19, 2016 before me, Erin Kath,
personally appeared Nelson S. Teague, Jr. 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 Virginia
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public

