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When recorded return to:

Andrew K. Fritsch, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd, LAW/JB
Juno Beach, FL 33408

THIS SPACE FOR RECORDER'S USE ONLY**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("**Memorandum**"), is dated this 28 day of April, 2017, by and between the Ida Scala Trust under trust agreement dated April 2, 1990 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). Each of Owner and Operator shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Owner and Operator are the parties in and to a Solar Lease and Easement Agreement dated as of the same date of Operator's signature set forth below ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and one or more Easements over and across certain real property located in Klamath County, Oregon, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, Owner and Operator desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Operator's right, title and interest in Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement and the terms, covenants and conditions of the Agreement are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Option.** The initial period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("**Initial Option Term**").

Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. References herein to the Option Term shall mean the Initial Option Term. Operator shall specify in the Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement shall automatically become effective, and Operator and Owner shall be subject to all of the terms and conditions of the Agreement with respect to such Lease Rights, Easements and all rights and obligations relating thereto.

3. **Lease Rights.** The Agreement between Owner and Operator leases the Owner Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Solar Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, and for the purpose of surveying, testing and installing monitoring devices on Owner's Property, all in accordance with and subject to the terms of the Agreement.

4. **Term.** The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two (2) consecutive terms of five (5) years each.

5. **Effects Easement.** The Agreement between Owner and Operator grants to Operator a non-exclusive easement over Owner's Property for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Solar Project located on the Owner's Property.

6. **Sun Non-Obstruction Easement.** The Agreement between Owner and Operator grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Solar Project or exercise of any rights granted in this Agreement ("**Interference**"). This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Solar Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between Owner and Operator provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Solar Project and other similar sun-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Owner's Property, including, but not limited to, meteorological, environmental, archeological and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Owner's Property; and (iv) to undertake such other activities on the Owner's Property that may be related to the Solar Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation

and construction of the Improvements; development and operation of communications systems; and site tours of the Solar Project for visitors and other interested parties.

8. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Agreement and the statements contained in this Memorandum shall not be used in interpreting the actual provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the terms and provisions of the Agreement shall control.

EXECUTED on the date set forth below.

Owner:

Ida Scala Trust under trust agreement dated April 2, 1990

By: Margaret Sayles
Name: MARGARET SAYLES
Title: Trustee

By: Catherine McAuliffe
Name: Catherine McAuliffe
Title: Trustee

By: Josephine Stanton
Name: Josephine Stanton
Title: Trustee

OWNER ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF Klamath)ss:

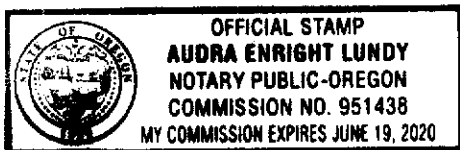
On this 19th day of April, 2017, before me, the undersigned notary public, personally appeared Margaret Ann Sayles, as trustee of the Ida Scala Trust under trust agreement dated April 2, 1990, personally known to me to be the person who subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

Audra E. Lundy
NOTARY PUBLIC, STATE OF OREGON

My commission expires: June 19th, 2020



STATE OF OREGON)
COUNTY OF Klamath) ss:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Audra E. Lundy
NOTARY PUBLIC, STATE OF OREGON

OFFICIAL STAMP
AUDRA ENRIGHT LUNDY
NOTARY PUBLIC-OREGON
COMMISSION NO. 951438
MY COMMISSION EXPIRES JUNE 19, 2020

STATE OF OREGON)
)
) ss:
COUNTY OF KLAMATH)

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Charles J Moulton
NOTARY PUBLIC, STATE OF OREGON



OFFICIAL STAMP
CHARLENE F MOULTON
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 955986
 MY COMMISSION EXPIRES NOVEMBER 02, 2020

EXECUTED on the date set forth below.

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By:

Name:

Title:

Matthew Handel
Vice President

STATE OF FLORIDA)

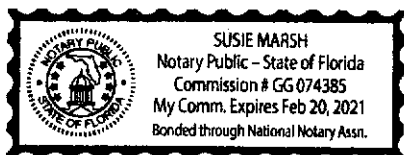
)ss:

COUNTY OF PALM BEACH)

On this 28 day of April, 2017, before me, the undersigned notary public, personally appeared Matthew Handel personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)



Susie Marsh
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Feb 20, 2021

EXHIBIT A

Legal Description of Owner's Property

PARCEL 1. The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, and the West Half of the Southeast Quarter of the Southwest Quarter of Section 29; and the South Half of the Northeast Quarter, the North Half of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter lying Southeasterly of the Klamath Falls-Weed Highway #97 right of way in Section 30, Township 39 South, Range 9 East of the Willamette Meridian.

EXCEPTING the two acre parcel in the NE ¼ of the SE ½ of Section 30, township 39 S, Range 9 East of the Willamette Meridian, which is described in the deed on file in the records of the Clerk of Klamath County in Volume M76, page 19471.

PARCEL 2. The West 16½ feet of the Southeast Quarter of the Northwest Quarter and the West 16½ feet of the Northeast Quarter of the Southwest Quarter of Section 29, Township 39 South, Range 9 East of the Willamette Meridian.

ALL LESS AND EXCEPT the following described parcel:

Commencing at the intersection of the Northerly right of way line of DelFatti Road, a county road, with the East line of said Section 30, said East section line also being the centerline of U.S. B. R. Klamath Project ditch; thence South 89 degrees 40'34" West along said Northerly road right of way line, 591.11 feet to the point of beginning for this description; thence continuing South 89 degrees 40'34" West along said North right of way line, 210.00 feet; thence leaving said North North 00 degrees 19'26" West, 212.00 feet; thence North 89 degrees 40'34" East, 210.00 feet; thence South 00 degrees 19'26" East, 212.00 feet to the point of beginning containing 1.02 acres, more or less.