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08/22/2018 09:17:43 AM

Fee: \$112.00

**When recorded return to:**

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

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***THIS SPACE FOR RECORDER'S USE ONLY*****FIRST AMENDMENT TO OPTION FOR SOLAR LEASE AND EASEMENT  
AGREEMENT**

This First Amendment to Option for Solar Lease and Easement Agreement ("First Amendment") is made and entered as of the 28<sup>th</sup> day of June, 2018 ("Effective Date"), 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"), which are sometimes individually referred to as a "Party" and collectively as the "Parties" and amends that certain Option For Solar Lease and Easement Agreement between the parties hereto dated April 28, 2017 (the "Agreement") as evidenced by that certain Memorandum of Solar Lease and Easement Agreement dated April 28, 2017 (the "Memorandum") and recorded in the official records of Klamath County Oregon at Instrument # 2017-006758.

1. **Amendment.** Exhibit A to the Agreement and the Memorandum is hereby deleted and replaced in its entirety with Exhibit A attached hereto.
2. **Amendments.** To the extent of any conflict between the terms of the Agreement, the Memorandum and this Amendment, the terms of this Amendment shall prevail. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
3. **Legal Matters.** This Amendment shall be governed by and interpreted in accordance with the then existing laws of the State of Oregon and the County where the Property is located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Amendment. The parties agree to first attempt to settle any dispute arising out of or in connection with this Amendment by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Amendment, each shall have all remedies available at law or in equity and as provided by this Amendment. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**
4. **Severability.** If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or

decision to be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

5. **Recording/Effect.** The Parties agree that either party may record a copy of this Amendment at its own cost and that this Amendment shall amend both the Agreement and the Memorandum.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[signatures on following page]

EXECUTED on the date set forth below.

**Owner:**

The Ida Scala Trust under trust agreement dated April 2 , 1990

By: Catherine McAnally  
Name: Catherine McAnally  
Title: Trustee

By: Josephine Stanton  
Name: Josephine Stanton  
Title: Trustee

By: Margaret Sayles  
Name: Margaret Sayles  
Title: Trustee

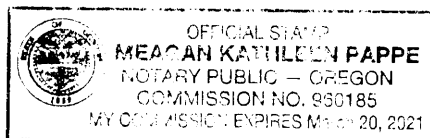
**OWNER ACKNOWLEDGEMENT**

STATE OF OREGON )  
COUNTY OF Wamash )ss:

On this 27 day of March, 2018, before me, the undersigned notary public, personally appeared Catherine Mcaville, 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)



Megan Pappe  
NOTARY PUBLIC, STATE OF OREGON

My commission expires: March 20, 2021

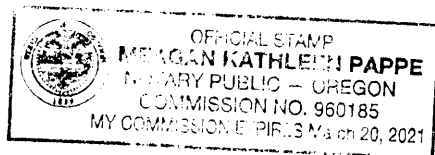
**OWNER ACKNOWLEDGEMENT**

STATE OF OREGON )  
COUNTY OF Wamash )ss:

On this 27 day of March, 2018, before me, the undersigned notary public, personally appeared Josephine Stanton, 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)



Megan Pappe  
NOTARY PUBLIC, STATE OF OREGON

My commission expires: March 20, 2021

**OWNER ACKNOWLEDGEMENT**

STATE OF OREGON

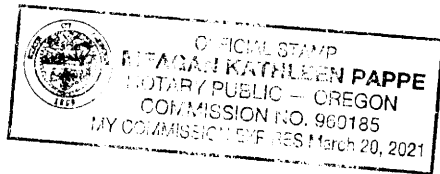
COUNTY OF

)  
)ss:  
Wamath

On this 27 day of March, 2018, before me, the undersigned notary public, personally appeared Margaret 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)



Kathleen Pappe  
NOTARY PUBLIC, STATE OF OREGON

My commission expires:

March 20, 2021

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

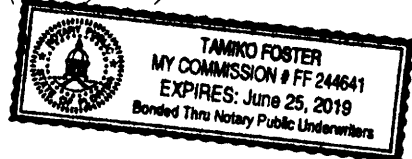
Name: MATT HANDEL  
Title: VICE PRESIDENT

STATE OF FLORIDA                     )  
                                                          )ss:  
COUNTY OF PALM BEACH            )

On this 28 day of JUNE, 2018, before me, the undersigned notary public, personally appeared MATT 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)



\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: 6/25/19

## **EXHIBIT A**

### **Legal Description of the 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  $\frac{1}{4}$  of the SE  $\frac{1}{2}$  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  $16\frac{1}{2}$  feet of the Southeast Quarter of the Northwest Quarter and the West  $16\frac{1}{2}$  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 Del Fatti 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.

PARCEL 3. That portion of Lots 28 and 29, MIDLAND TRACTS, lying East of the Highway, in the County of Klamath, State of Oregon. SAVE AND EXCEPTING from said premises a strip of land forty feet wide off the North line of Lot 29 heretofore deeded to Klamath County for a public road.