

2023-000059

Klamath County, Oregon

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Fee: \$122.00

**When recorded return to:**

Orin Shakerdge  
NextEra Energy Resources, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408  
(561) 694-4678

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***THIS SPACE FOR RECORDER'S USE ONLY***

**GRANT OF SOLAR EASEMENT AGREEMENT AND  
MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

THIS GRANT OF SOLAR EASEMENT AGREEMENT AND MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT ("**Grant and Memorandum**"), is dated this 1st day of November, 2022 ("**Effective Date**"), by and between Green Diamond Resource Company, a Washington corporation ("**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, the Parties entered into a Solar Lease and Easement Agreement dated as of the Effective Date ("**Agreement**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Klamath County, Oregon, described on the attached **Exhibit A** as the "**Owner's Property**."

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 shall have a single election to extend the Initial Option Term for one (1) additional year ("**Extended Option Term**"). References herein to the "**Option Term**" shall mean the Initial Option Term and, to the extent exercised by Operator, also the Extended Option Term. Operator

may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time (but no more than four (4) times) during the Option Term, provided that Operator is not then in default of the Agreement. The Option Notice shall comply with Section 3.4 of the Agreement, including specification of the commencement date ("**Commencement Date**"). On the Commencement Date, the Lease and Easements in the Agreement, as applied to the portion of the Owner's Property specified in the Option Notice, shall automatically become effective, and the Parties 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. All further references in this Grant and Memorandum to "Owner's Property" shall mean that portion of Owner's Property specified in the Option Notice.

3. **Lease Rights.** Upon exercise of the Option by Operator, Owner leases the Owner's Property to Operator to construct, operate and maintain the Improvements for a solar-powered electrical power generation and transmission project ("**Project**") and leases other rights including but not limited to, ingress and egress over Owner's Property to and from the Improvements, installing energy storage facilities, 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 ten (10) years each.

5. **Grant of Easements.** Upon exercise of the Option by Operator, Owner grants to Operator, and Operator accepts from Owner, for the Lease and Easement Term, the following easements over and across the Owner's Property, for the benefit of the Project and the portions of Owner's Property upon which the Project is located, in accordance with, and subject to, the terms and conditions of the Agreement. The following easements are for the benefit of Operator and its successors and assigns and their agents, contractors and employees and located on the Owner's Property and are collectively referred to as the "**Easements**."

a. **Sun Non-Obstruction Easement.** Upon exercise of the Option by Operator, Owner grants Operator an irrevocable, exclusive solar easement (as defined in Oregon Revised Statutes 105.885) for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the area over the Owner's Property described on **Exhibit B** (the "**Sun Non-Obstruction Easement**"). Owner shall not engage in any activity on Owner's Property or in the Sun Non-Obstruction Easement 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 Project or exercise of any rights granted in this Agreement (collectively "**Interference**"). This grant of the 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 Project contemplated by Operator, and subject to Operator's reimbursement and payment obligations in the Agreement. Operator shall notify Owner thirty (30) days before making any such removals.

b. **Effects Easement.** Upon exercise of the Option by Operator, Owner grants to Operator an easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the 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 Project for visitors and other interested parties.

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

9. **Counterparts.** This Grant and Memorandum may be executed in counterparts which together shall constitute one and the same instrument.

*[Signatures on Next Pages]*

EXECUTED on the date set forth below.

Owner:

Green Diamond Resource Company,  
a Washington corporation

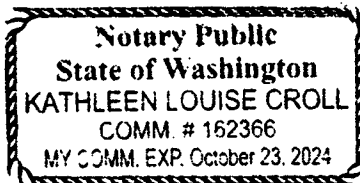
By: Colin Moseley  
Colin Moseley, Chairman

**ACKNOWLEDGEMENT**

STATE OF Washington )  
COUNTY OF King ) ss:

On this 10<sup>th</sup> day of November, 2022, before me, the undersigned notary public, personally appeared Colin Moseley, Chairman of Green Diamond Resource Company, personally known to me to be the person who subscribed to the foregoing instrument on behalf of the company.

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



Kathleen Louise Croll  
NOTARY PUBLIC, STATE OF Washington  
My commission expires: 10/23/2024

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC  
a Delaware limited liability company

By:   
Anthony Pedroni, Vice President

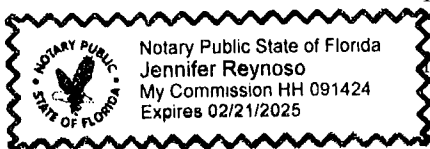
**ACKNOWLEDGEMENT**

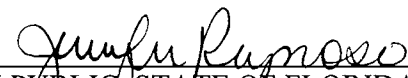
STATE OF FLORIDA                     )  
   ) ss:  
COUNTY OF PALM BEACH             )

On this 5 day of Dec, 2022, before me, the undersigned notary public, personally appeared Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, 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: 2-21-25

## **EXHIBIT A**

### **Legal Description of Owner's Property**

Township 28 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 1: Government Lots 1, 2, 3 and 4, S½N½, S½

Section 2: Government Lots 1, 2, 3 and 4, S½N½, S½

Section 3: Government Lots 1, 2, 3 and 4, S½N½, S½

Section 4: Government Lots 1, 2, 3 and 4, S½N½, S½

Section 7: S½SE¼

Section 8: S½N½, S½

Section 9: All

Section 10: All

Section 11: All

Section 12: All

Section 13: All

Section 14: All

Section 15: All

Section 16: All

Section 17: All

Section 18: Government Lots 1, 2, 3 and 4, E½W½, E½

Section 19: Government Lots 1, 2, 3 and 4, E½W½, E½

Section 20: All

Section 21: All

Section 22: All

Section 23: All

Section 24: All

Section 25: All

Section 26: All

Section 27: All

Section 28: All

**EXCEPT the following: A parcel of land being situate in the SE¼ of Section 28, Township 28 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:**

**Beginning at the Southeast corner of Section 28, Township 28 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence North 77° 59' 42" West 596.16 feet to the center point of aforesaid site; thence South 24° 49' 06" West 100.00 feet to a point marked by a stake on the Southerly line of said site, said point being the True Point of Beginning of this description; thence North 65° 10' 54" West 100.00 feet to a point marked by a stake; thence North 24° 49' 06" East 200.00 feet to a point marked by a stake; thence South 65° 10' 54" East 200.00 feet to a point marked by a stake; thence South 24° 49' 06" West 200.00 feet to a point marked by a stake; thence North 65° 10' 54" West 100.00 feet, more or less, to the True Point of Beginning.**

Section 29: N $\frac{1}{2}$ N $\frac{1}{2}$   
Section 30: N $\frac{1}{2}$ NE $\frac{1}{4}$  and Government Lot 4  
Section 31: Government Lots 1, 2, 3 and 4, E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$   
Section 32: NE $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 33: All  
Section 34: W $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 35: All  
Section 36: All

Township 29 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 1: All

EXCEPT the SE $\frac{1}{4}$  SE $\frac{1}{4}$  and that portion described in deed to Klamath County for Diamond Lake Highway recorded May 5, 1931 in Deed Book 95, page 202, Deed Records of Klamath County, Oregon.

Section 2 – All

EXCEPT that portion described in deed recorded February 26, 1953 in Deed Book 259, page 338, Deed Records of Klamath County, Oregon; and that portion described in deed to Klamath County for Diamond Lake Highway recorded May 5, 1931 in Deed Book 95, page 202, Deed Records of Klamath County, Oregon. ALSO EXCEPT a portion of that property listed as Section 2 within Parcel 6 of the Chemult Tract as described in that Statutory Warranty Deed to JWTR, LLC, recorded November 30, 2006 in Book 2006-023869, Klamath County Records of Deeds; the said parcel being that portion of said property described as follows:

Beginning at a point on the East-West center line of Section 2, Township 29 South, Range 7 East of the Willamette Meridian, said point being North 00°58'47" East 2,643.42 feet and North 86°48'16" West 590.00 feet from the Southeast corner of said Section 2; thence North 01°11'44" East 1,099.44 feet; thence North 40°48'16" West 1,200.00 feet; thence North 88°48'16" West 900.00 feet; thence South 17°41'46" West 1,399.29 feet; thence North 88°48'16" West 400.00 feet; thence South 01°11'44" West 1,050.00 feet; thence South 88°48'16" East 1,000.00 feet to the Southwest corner of that certain tract designated as Parcel 1 and described in that Quitclaim Deed to the State of Oregon recorded February 26, 1953 in Book 259 page 338, Klamath County Record of Deeds; thence along the Southerly, Easterly and Southerly lines of said Parcel 1 the following courses and distances; South 88°48'16" East 700.00 feet; thence North 01°11'44" East 300.00 feet; thence South 88°48'16" East 400.00 feet to the most Northerly Southeast corner of said Parcel 1; thence leaving said Parcel 1, South 88°48'16" East 400.00 feet; thence North 01°11'44" East 100.56 feet to the point of beginning.

Section 4: Government Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$

Section 5: Government Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$

Section 6: Government Lots 1, 2, 3, 4 and 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$

## **EXHIBIT B**

### **Description of Sun Non-Obstruction Easement**

The entirety of the horizontal space and vertical air space situated above the surface of all portions of the Owner's Property lying within 100 feet of the boundaries of the portions of Owner's Property subject to the Lease.