

2024-004119

Klamath County, Oregon

05/24/2024 08:39:02 AM

Fee: \$107.00

**RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:**  
Swan Lake North Hydro, LLC  
Copenhagen Infrastructure Partners  
Attn: Brian Wright, Project Director, VP SLNH  
412 West 15th St. 15th Floor  
New York, NY 10011

Consideration: \$0.00

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Space above for Recorder's Use Only

**SECOND AMENDMENT TO MEMORANDUM OF  
HYDROELECTRIC FACILITIES AND ROAD ACCESS EASEMENT AGREEMENT**

THIS SECOND AMENDMENT TO MEMORANDUM OF HYDROELECTRIC FACILITIES AND ROAD ACCESS EASEMENT AGREEMENT (this "**Amended Memorandum**") is made and entered into as May 20, 2024 (the "**Effective Date**") by and between **Green Diamond Resource Company**, a Washington corporation ("**Grantor**") and **Swan Lake North Hydro, LLC**, a Delaware limited liability company (the "**Grantee**").

A. Grantor and Grantee entered into that certain Hydroelectric Facilities and Road Access Easement Agreement, dated and effective August 11, 2022 (the "**Original Easement**"), as evidenced by that certain Memorandum of Hydroelectric Facilities and Road Access Easement Agreement, dated and effective August 11, 2022 recorded among the land records of Klamath County, Oregon on August 17, 2022 as instrument number 2022-010026 (the "**Original Memorandum of Easement**"), as amended by that certain First Amendment to Hydroelectric Facilities and Road Access Easement Agreement dated and effective November 3, 2022, as evidenced by that certain First Amendment to Memorandum of Hydroelectric Facilities and Road Access Easement Agreement dated and effective November 3, 2022 recorded among the land records of Klamath County, Oregon on November 23, 2022 as instrument number 2022-013634 (the Original Easement, as amended or supplemented, the "**Easement**" and the Original Memorandum of Easement, as amended or supplemented, the "**Memorandum of Easement**"), whereby Grantor granted an easement to Grantee over certain real property located in Klamath County, Oregon, as more particularly described in the Easement;

WHEREAS, Grantor and Grantee desire to amend the Memorandum of Easement.

1. All defined terms used herein shall have the meaning as set forth in the Memorandum of Easement or Easement, as applicable.

2. Exhibit D-1. Exhibit D-1 of the Original Memorandum of Easement is hereby deleted and replaced with Exhibit D-1 attached hereto and made a part hereof.

3. This Amended Memorandum is executed and recorded solely for the purpose of providing record notice to third parties of the amended terms of the Easement and Memorandum of Easement. In the event of any conflict between any term or provision of the Easement and this Amended Memorandum, the applicable term or provision of the Easement shall control. Reference is made to the Easement for all remaining terms, covenants, and conditions thereof.


4. This Amended Memorandum may be executed in separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amended Memorandum.

[Signatures and acknowledgments on following page(s)]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this Amended Memorandum on the date set forth below with the intent that this Amended Memorandum be effective as of the Effective Date set forth above.

**Grantor:**

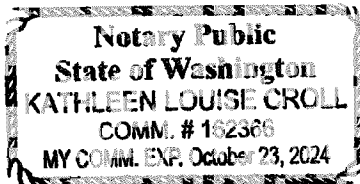
**Green Diamond Resource Company,**  
a Washington Corporation

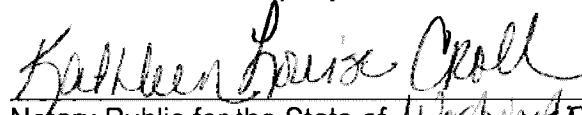
By:   
Douglas S. Reed, President

Date: May 17, 2024

STATE OF Washington,  
County of King ) ss.  
)

The foregoing instrument is acknowledged before me this 17<sup>th</sup> day of May, 2024 by Douglas S. Reed as President of Green Diamond Resource Company.



  
Notary Public for the State of Washington

Commission No.: 162366

My commission expires: Oct. 23, 2024

(Affix Notary Stamp)

IN WITNESS WHEREOF, Grantee has caused its duly authorized representative to execute this Amended Memorandum on the date set forth below with the intent that this Amended Memorandum be effective as of the Effective Date set forth above.

Grantee:

Swan Lake North Hydro, LLC,  
a Delaware limited liability company

By: [Signature] Date: 5-20-24  
Tim Evans, President

STATE OF New York )  
County of New York )ss.

The foregoing instrument is acknowledged before me this 20<sup>th</sup> day of May, 2024, by Tim Evans as President of Swan Lake North Hydro, LLC.

[Signature]  
Notary Public for New York  
Commission No.: 01GE00001572  
My commission expires: 02/15/2027  
(Affix Notary Stamp)

TARIO K. GEORGE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GE0001572  
Qualified in Kings County  
My Commission Expires 02-15-2027

EXHIBIT D-1

Description of Access Easement Area

**Burdening:**

**Township 37 S Range 10 E, W.M.**

Section 1 S  $\frac{1}{2}$

Section 2 S  $\frac{1}{2}$ ; SW  $\frac{1}{4}$  NW  $\frac{1}{4}$

Section 3 S  $\frac{1}{2}$  N  $\frac{1}{2}$

Section 11 N  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; NE  $\frac{1}{4}$  NW  $\frac{1}{4}$

**Township 37 S Range 11.5 E, W.M.**

Section 7 S  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; N  $\frac{1}{2}$  SW  $\frac{1}{4}$ ; SE  $\frac{1}{4}$

Section 8 S  $\frac{1}{2}$

Section 9 S  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$