

APPLICATION FOR A PERMIT TO CONDUCT A  
DESIGNATED ACTIVITY OF STATE INTEREST  
OR TO ENGAGE IN DEVELOPMENT IN A  
DESIGNATED AREA OF STATE INTEREST

To: Land Use and Development Permit Authority, Alamosa County

Re: 1041 Preliminary Application for Alamosa Solar Project

As a matter of state interest,

From:

Ash Moore

Project Director

NextEra Energy Resources

Email: [Ashard.Moore@nexteraenergy.com](mailto:Ashard.Moore@nexteraenergy.com)

Phone: 919.780.3462

Date Submitted: 08/18/2025

Date Received and Accepted as Complete:

1. Matter of State Interest

The applicant requests that a permit be issued for each of the items checked below:

A permit to conduct one or more of the following matters of state interest:

- Efficient Utilization of Municipal and Industrial Water Projects
- Development in Areas Containing or Having a Significant Impact upon Natural Resources of Statewide Importance
- Major New Domestic Water Treatment System or Major Extension of Such Systems
- Major Facilities of a Public Utility

2. Proposed Activity or Development.

General description of the specific activity or development proposed:

The Alamosa Solar Energy Project is proposed as a maximum 600 megawatts (MW) solar photovoltaic generation facility with a maximum 600 MW Battery Energy Storage System (BESS) on 2,578 acres of private land (Attachment A – Site Plan). The project would include interior roads, solar panels, racking infrastructure, an underground collection system, collection substation, and overhead generation transmission tie-in line.

The project plans to interconnect with an existing 115 kilovolt (kV) substation owned by Public Service Company of Colorado (PSCo) doing business as Xcel Energy, approximately 150 feet from the project boundary.

The project is located on historically irrigated lands, adjacent on three sides to the existing Alamosa CPV Solar Project, owned and operated by Solar of Alamosa LLC.

Primary access may be off of Colorado State Highway 17 or U.S. Route 285, depending on County and Community preference.

### 3. Project Location

The Project area is located approximately one mile north of Stanley Road, 2.5 miles west of Colorado State Highway 17, and 10 miles east of U.S. Route 285. Further, the area is located approximately 2.9 miles southwest of the Community of Mosca, 8.8 miles northwest of the City of Alamosa, and 10 miles east of the City of Monte Vista (Attachment B – Project Maps).

The Alamosa Solar Project would be located upon leased land in tax district 221, privately owned by the Schulz Family (Don R. Schulz and Sharron K. Schulz); Kruse Family (Mike and Barbara Kruse); Dwayne Catalano; Alfredo Torres; Mitchell Family Farms LLC; Cooley Property Investments, LLC; and, Cooley & Sons Excavating, Inc.

### 4. Legal Description.

The legal description, including the acreage, of the tract of land upon which the development or the activity is to be conducted, by metes and bounds or by government survey description (attach additional sheets if necessary):

*Lands Underlying Project Area:*

| Parcel | Owner                                   | APN          | Location   | Size (acres) |
|--------|---|--------------|--|--------------|
| 1      | Don R. and Sharron K. Schultz           | 513526100002 | NW ¼ of Section 26, Township 39 North, Range 9 East, Alamosa County, Colorado, being part of Lots 6 and 13, All of Lots 7-12, Block 2; All of Block 3; and Part of Lots 8 and 17, and All of Lots 9-16, Block 4, Sangre De Cristo Estates Unit 20. | 160          |
| 2      | Dwayne Catalano                         | 513523300049 | SW ¼ of Section 23, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado  | 160          |
| 3      | Michael and Barbara Kruse               | 513524300236 | SW ¼ of Section 24, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado  | 160          |
| 4      | Barbara Kruse                           | 513524400241 | SE ¼ of Section 24, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado  | 160          |
| 5      | Mike and Jim Kruse Partnership          | 513525400001 | SE ¼ of Section 25, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado, Sangre De Cristo Estates BLKS 4 & 5 UNIT 19   | 160          |
| 6      | Alfredo Torres                          | 513524200235 | NW ¼ of Section 24, Township 39 North, Range 9, Alamosa County, Colorado   | 160          |
| 7      | Alfredo Torres                          | 513524100240 | NE ¼ of Section 24, Township 39 North, Range 9, Alamosa County, Colorado   | 160          |
| 8      | Alfredo and Jennifer Torres             | 513525100183 | NE ¼ of Section 25, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado  | 148.31       |
| 9      | Mitchell Family Farms, LLC              | 513523100129 | NE ¼ of Section 23, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado  | 160          |
| 10     | Mitchell Family Farms LLC               | 513523400130 | SE ¼ of Section 23, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado  | 160          |
| 11     | Cooley Property Investments, LLC (James | 513525200001 | NW ¼ of Section 25, Township 39 North, Range 9 East, NMPM, Alamosa County, CO; Specifically, Sangre De Cristo  | 160          |

|    |   |              |  |        |
|----|---|--------------|--|--------|
|    | W. and Donna L. Cooley)   |              | Estates, all of Blocks 1 and 5, Unit 20  |        |
| 12 | Cooley Property Investments, LLC (James W. and Donna L. Cooley) | 513517000004 | SW ¼ of Section 25, Township 39 North, Range 9 East, NMPM, Alamosa County, Colorado  | 164.64 |
| 13 | Cooley & Sons Excavating, Inc                                   | 513719200094 | W ½ Section 19, Township 39 North, Range 10 East, NMPM, Alamosa County, CO           | 320    |
| 14 | Cooley & Sons Excavating, Inc                                   | 513719100051 | NE ¼ Section 19, Township 39 North, Range 10 East, NMPM, Alamosa County, CO          | 160    |
| 15 | Cooley & Sons Excavating, Inc                                   | 513719400082 | SE ¼ of Section 19, Township 39 North, Range 10 East, NMPM, Alamosa County, Colorado | 160    |

## 5. Owners and Interests.

Boulevard Associates LLC, a wholly owned subsidiary of NextEra Energy has entered into lease agreements with the underlying landowners of the project, per the lease and easement agreements included in Attachment C. These agreements are recorded in the Alamosa County Clerk and Recorder's Office.

### Attachment C – Lease and Easement Agreements

## 6. Project Schedule.

Siting Process and Lease Agreements: 2024

Site Studies/Land Use Analysis/1041 Permit: 2024 - Q1 2026

Final Design/Building Permit: Q2 2026

Construction Period: 2026-2028

Commercial Operation Date: Q3-Q4 2028

Operational Life Span: 45 years

During the active construction windows, there will be an estimated 200 construction workers on average and 450 construction workers at peak of construction (6-9 month period).

#### 7. Hazards and Emergency Procedures

The Applicant will design and develop the project in compliance with all federal, state and local regulations and codes. The Applicant will consult with the Fire Department and address project concerns in an Emergency Response Plan, which will be developed and submitted to Alamosa County as part of the full 1041 Permit Application.

APPLICANT:

By: Ash Moore

#### *Attachments:*

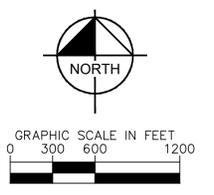
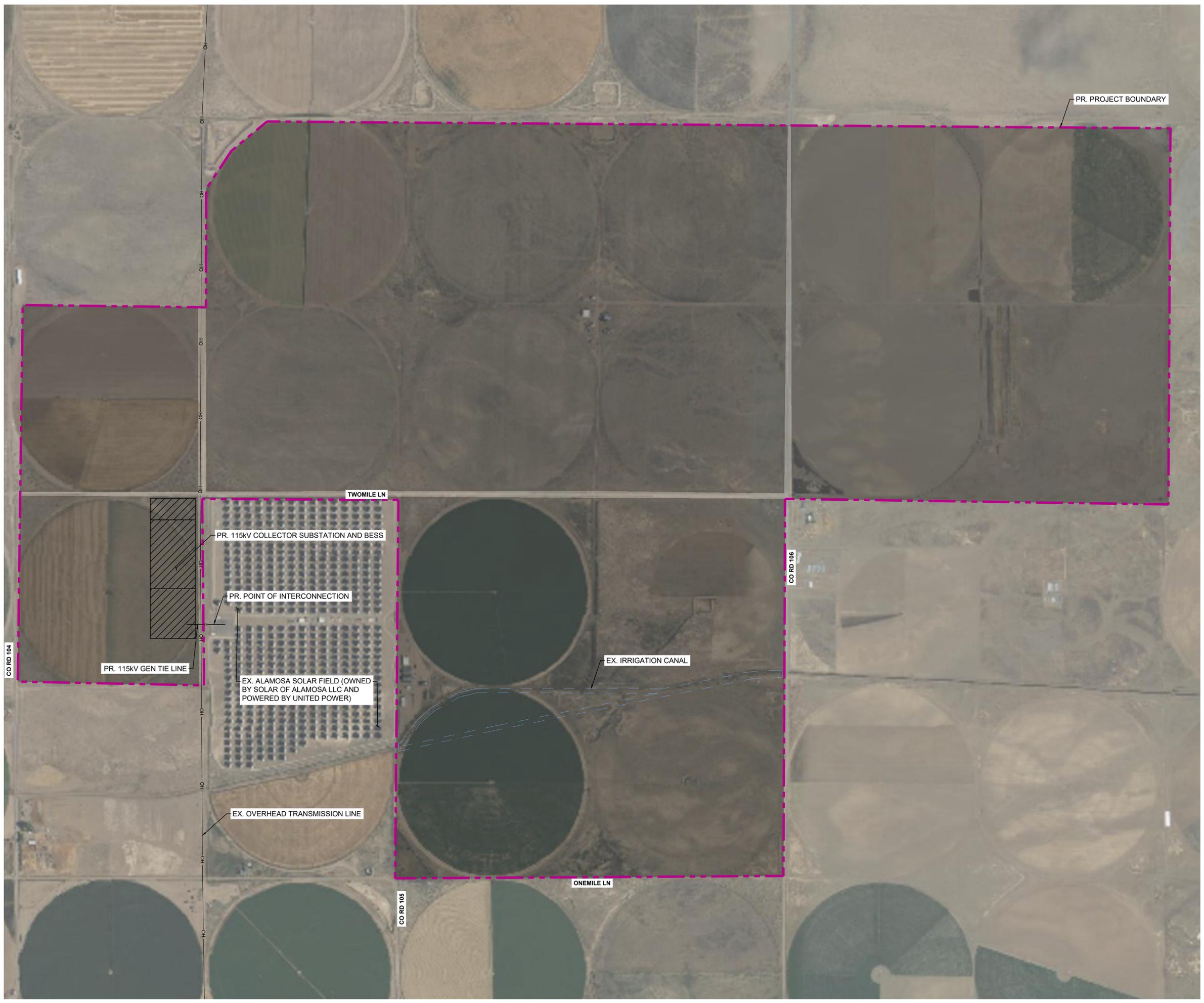
Attachment A. Site Plan

Attachment B. Project Maps

Attachment C. Solar Lease and Easement Agreements

## Attachment A. Site Plan

Drawing name: K:\DRI\_Energy\Newark\196574012\_Alamosa\CA\1 CAD\2 Exhibit\2025-0815\_Site Plan Exhibit\2025-0815\_Site Plan Exhibit.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



| LAYER LEGEND                 |                    |
|------------------------------|--------------------|
| PROJECT BOUNDARY             |                    |
| ROAD LABEL                   | <b>N 2200TH ST</b> |
| EX. OVERHEAD ELECTRIC LINE   |                    |
| EX. IRRIGATION CANAL         |                    |
| PR. INTERCONNECT LINE        |                    |
| PR. LEASE AREA (MAX EXTENTS) |                    |
| PR. SUBSTATION AND BESS AREA |                    |

| SITE STATISTICS              |            |
|------------------------------|------------|
| MAX EXTENTS (AC)             | 2,578      |
| SYSTEM AC RATING (MW)        | 600 (MAX)  |
| SUBSTATION AREA (AC)         | 10         |
| SUBSTATION FUNCTION          | COLLECTION |
| SUBSTATION RATING (MW)       | TBD        |
| BESS AREA (AC)               | 14         |
| BESS RATING (MW)             | 600 (MAX)  |
| INTERCONNECTION VOLTAGE (KV) | 115        |
| INTERCONNECTION LENGTH (FT)  | 150        |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |

**Kimley-Horn**  
 6205 KIMLEY-HORN AND ASSOCIATES, INC.  
 GREENWOOD VILLAGE, COLORADO 80111  
 PHONE: (303) 228-2300  
 WWW.KIMLEY-HORN.COM

|                     |                    |
|---------------------|--------------------|
| SCALE: AS NOTED     | CHECKED BY: A.J.H. |
| DESIGNED BY: K.L.G. |                    |
| DRAWN BY: K.L.G.    |                    |

PRELIMINARY - NOT FOR CONSTRUCTION

PREPARED FOR:

PRELIMINARY SITE LAYOUT

ALAMOSA SOLAR  
 ALAMOSA COUNTY, CO

ORIGINAL ISSUE: 08/15/2025  
 KHA PROJECT NO. 196574012  
 SHEET NUMBER

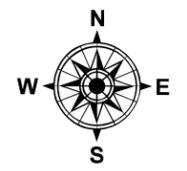
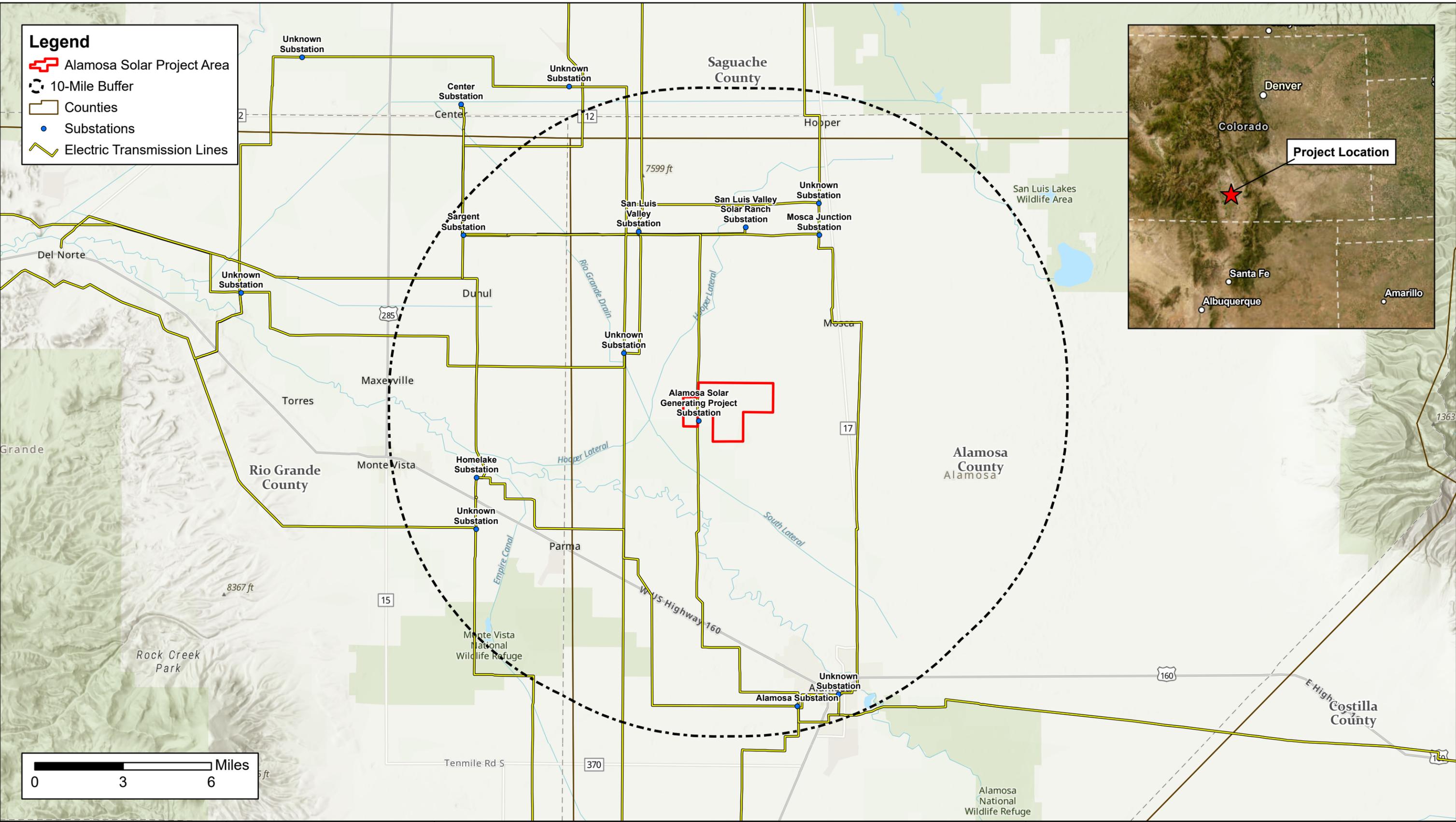
Know what's below. Call before you dig.

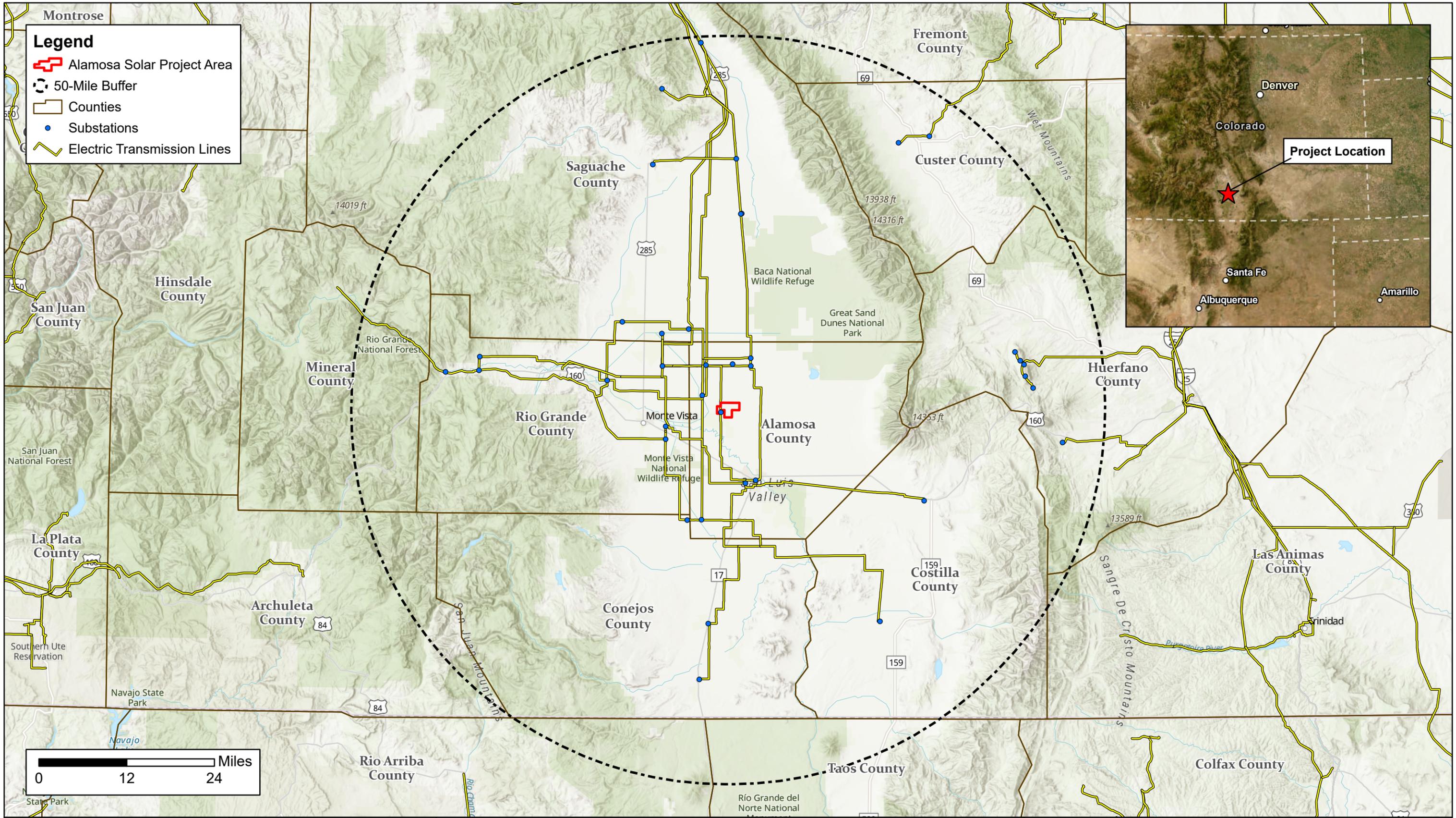
EXHIBIT

## Attachment B. Project Maps

**Legend**

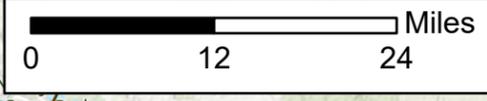
-  Alamosa Solar Project Area
-  10-Mile Buffer
-  Counties
-  Substations
-  Electric Transmission Lines





**Legend**

- Alamosa Solar Project Area
- 50-Mile Buffer
- Counties
- Substations
- Electric Transmission Lines

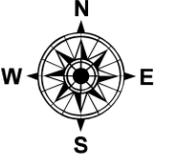


**Kimley»Horn**

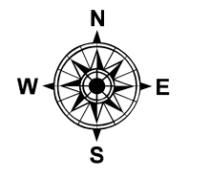
**50-Mile Location Map**

**Alamosa Solar  
Alamosa County, Colorado  
August 2025**

**1 inch = 12 miles**



Attachment C. Solar Lease and Easement Agreements



**When recorded return to:**

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

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***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 15 day of November 2024 ("Effective Date"), by and between Dwayne Catalano, a single person, whose address for notice is 2946 Rd. 104 North, Mosca, CO 81146 ("Owner") and Boulevard Associates, LLC, a Delaware limited liability company, whose address for notice is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services ("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, and hereby grants, to Operator an exclusive option ("Option") for a Lease and Easements over and across certain real property located in Alamosa County, Colorado, described on the attached **Exhibit A** as the "Owner's Property".

WHEREAS, the Parties 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, 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 three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**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 during the 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 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.

3. **Lease Rights.** The Agreement between the Parties leases the Owner 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 thirty (30) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over, under and across Owner's Property for audio, 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.

6. **Solar Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of solar energy resources and to ensure adequate exposure of the Solar Panels and Weather Instruments over and across the Owner's Property, as further described in the Agreement ("**Solar Easement**"). Owner will not (i) interfere with, and will not allow any other party to interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Owner's Property (ii) cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument and (iii) interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (individually or collectively, an "**Interference**"). The Solar Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of vegetation, trees, structures or other objects (except for certain existing trees and structures specifically identified in the Agreement) which may, in Operator's sole judgment, (i) impair or obstruct the passage of sunlight through the Solar Easement, or (ii) cause Interference to the Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner's Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources over, across and 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. **Subsequent Interests.** The rights of Operator under the Agreement run with the Owner's Property and are prior and superior to the rights of any person who subsequently acquires any interest in the Owner's Property. Any person or entity acquiring the Owner's Property or any interest therein shall take subject to the rights of Operator under the Agreement.

9. **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. All Recitals set forth at the beginning of this Memorandum and all Exhibits attached hereto are incorporated herein by this reference.

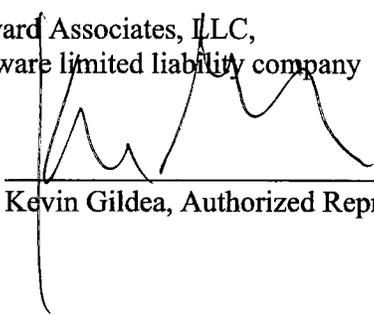
[Signatures on Next Pages]



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC,  
a Delaware limited liability company

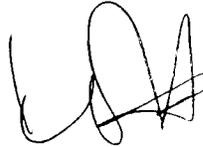
By:   
Kevin Gildea, Authorized Representative

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of November, 2024 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)



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

My commission expires: \_\_\_\_\_



My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Owner's Property**

The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 23, Township 39 North, Range 9 East, N.M.P.M.,  
Alamosa County, Colorado.

QLA: 21884  
AG No. 17279

**When recorded return to:**

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

---

***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 25 day of July, 2024 ("**Effective Date**"), by and between Cooley & Sons Excavating, Inc. a Colorado corporation, whose address for notice is 4469 North CR 108, Mosca, CO 81146 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, whose address for notice is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services ("**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, and hereby grants, to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Alamosa County, Colorado, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties 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, 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 three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**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 during the 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 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.
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[Signatures on Next Pages]





**EXHIBIT A**

**Legal Description of Owner's Property**

All of Section 19, Township 39 North, Range 10 East, N.M.P.M., Alamosa County, Colorado.

QLA: 21510

When recorded return to:

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

---

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4. **Term.** The initial term of the Lease and Easements shall end thirty (30) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.
5. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over, under and across Owner's Property for audio, 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.
6. **Solar Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of solar energy resources and to ensure adequate exposure of the Solar Panels and Weather Instruments over and across the Owner's Property, as further described in the Agreement ("**Solar Easement**"). Owner will not (i) interfere with, and will not allow any other party to interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Owner's Property (ii) cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument and (iii) interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (individually or collectively, an "**Interference**"). The Solar Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of vegetation, trees, structures or other objects (except for certain existing trees and structures specifically identified in the Agreement) which may, in Operator's sole

judgment, (i) impair or obstruct the passage of sunlight through the Solar Easement, or (ii) cause Interference to the Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner's Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources over, across and 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. **Subsequent Interests.** The rights of Operator under the Agreement run with the Owner's Property and are prior and superior to the rights of any person who subsequently acquires any interest in the Owner's Property. Any person or entity acquiring the Owner's Property or any interest therein shall take subject to the rights of Operator under the Agreement.
9. **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. All Recitals set forth at the beginning of this Memorandum and all Exhibits attached hereto are incorporated herein by this reference.

[Signatures on Next Pages]





EXHIBIT A

Legal Description of Owner's Property

Parcel 1

Sangre De Cristo Estates, all of Blocks 1 and 5, Unit 20, as shown on the original plat recorded at Reception No. 170824, located in the Northwest Quarter (NW¼) of Section 25, Township 39 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

Parcel 2

**Tract 1 of the James Cooley Division of Land, the Plat of which was filed August 29, 2012, under Reception No. 350164 in the office of the Clerk and Recorder of Alamosa County, Colorado;**

LESS AND EXCEPT

**Tract 2 of the James Cooley Division of Land, the Plat of which was filed in the Office of the Clerk and Recorder of Alamosa County, Colorado, on August 29, 2012, under Reception No. 350164;**

QLA: 21504

**When recorded return to:**

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

---

***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 8 day of July, 2024 ("**Effective Date**"), by and between Michael Kruse a/k/a Mike Kruse and Barbara Kruse, husband and wife, whose address for notice is 72 Cascade Ave., Alamosa, CO 81101 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, whose address for notice is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services ("**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, and hereby grants, to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Alamosa County, Colorado, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties 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, 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 three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**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 during the 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 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.

3. **Lease Rights.** The Agreement between the Parties leases the Owner 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 thirty (30) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over, under and across Owner's Property for audio, 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.

6. **Solar Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of solar energy resources and to ensure adequate exposure of the Solar Panels and Weather Instruments over and across the Owner's Property, as further described in the Agreement ("**Solar Easement**"). Owner will not (i) interfere with, and will not allow any other party to interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Owner's Property (ii) cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument and (iii) interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (individually or collectively, an "**Interference**"). The Solar Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of vegetation, trees, structures or other objects (except for certain existing trees and structures specifically identified in the Agreement) which may, in Operator's sole judgment, (i) impair or obstruct the passage of sunlight through the Solar Easement, or (ii) cause Interference to the Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner's Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources over, across and 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. **Subsequent Interests.** The rights of Operator under the Agreement run with the Owner's Property and are prior and superior to the rights of any person who subsequently acquires any interest in the Owner's Property. Any person or entity acquiring the Owner's Property or any interest therein shall take subject to the rights of Operator under the Agreement.

9. **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. All Recitals set forth at the beginning of this Memorandum and all Exhibits attached hereto are incorporated herein by this reference.

[Signatures on Next Pages]

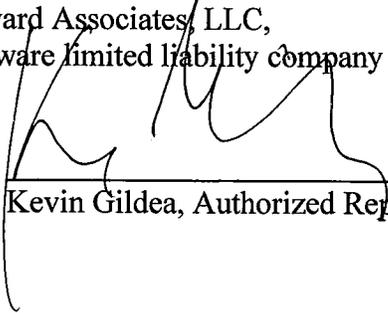


EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC,  
a Delaware limited liability company

By:

  
Kevin Gildea, Authorized Representative

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8 day of July, 2024 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)



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

My commission expires: \_\_\_\_\_



My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Owner's Property**

**Parcel 1**

The Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section 23, Township 40 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

**Parcel 2**

The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 23, Township 40 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

**Parcel 3**

The Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section 23, Township 40 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

QLA: 23864

**When recorded return to:**

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

---

***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 8 day of July, 2024 ("**Effective Date**"), by and between Mike Kruse and Barbara Kruse, husband and wife, whose address for notice is 72 Casvade Ave., Alamosa, CO 81101 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, whose address for notice is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services ("**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, and hereby grants, to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Alamosa County, Colorado, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties 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, 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 three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**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 during the 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 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.

3. **Lease Rights.** The Agreement between the Parties leases the Owner 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 thirty (30) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over, under and across Owner's Property for audio, 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.

6. **Solar Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of solar energy resources and to ensure adequate exposure of the Solar Panels and Weather Instruments over and across the Owner's Property, as further described in the Agreement ("**Solar Easement**"). Owner will not (i) interfere with, and will not allow any other party to interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Owner's Property (ii) cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument and (iii) interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (individually or collectively, an "**Interference**"). The Solar Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of vegetation, trees, structures or other objects (except for certain existing trees and structures specifically identified in the Agreement) which may, in Operator's sole judgment, (i) impair or obstruct the passage of sunlight through the Solar Easement, or (ii) cause Interference to the Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner's Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources over, across and 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. **Subsequent Interests.** The rights of Operator under the Agreement run with the Owner's Property and are prior and superior to the rights of any person who subsequently acquires any interest in the Owner's Property. Any person or entity acquiring the Owner's Property or any interest therein shall take subject to the rights of Operator under the Agreement.

9. **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. All Recitals set forth at the beginning of this Memorandum and all Exhibits attached hereto are incorporated herein by this reference.

[Signatures on Next Pages]

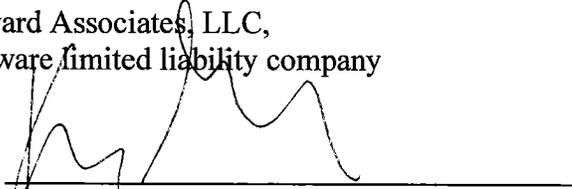


EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC,  
a Delaware limited liability company

By:

  
\_\_\_\_\_  
Kevin Gildea, Authorized Representative

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  **physical presence** or  **online notarization**, this 8 day of July, 2024 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.



(notary seal)



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

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Owner's Property**

**Parcel 1**

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 24, Township 39 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

**Parcel 2**

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section 24, Township 39 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

QLA: 21671

**When recorded return to:**

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

---

***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 6 day of June, 2025 ("**Effective Date**"), by and between Mitchell Family Farms, LLC, a Colorado limited liability company, whose address for notice is 4083 N. County Road 5 E, Monte Vista, CO 81144 ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, whose address for notice is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services ("**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, and hereby grants, to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Alamosa County, Colorado, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties 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, 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 three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3) years ("**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 during the 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 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.

3. **Lease Rights.** The Agreement between the Parties leases the Owner 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 thirty (30) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over, under and across Owner's Property for audio, 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.

6. **Solar Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of solar energy resources and to ensure adequate exposure of the Solar Panels and Weather Instruments over and across the Owner's Property, as further described in the Agreement ("**Solar Easement**"). Owner will not (i) interfere with, and will not allow any other party to interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Owner's Property (ii) cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument and (iii) interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (individually or collectively, an "**Interference**"). The Solar Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of vegetation, trees, structures or other objects (except for certain existing trees and structures specifically identified in the Agreement) which may, in Operator's sole judgment, (i) impair or obstruct the passage of sunlight through the Solar Easement, or (ii) cause Interference to the Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner's Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources over, across and 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. **Subsequent Interests.** The rights of Operator under the Agreement run with the Owner's Property and are prior and superior to the rights of any person who subsequently acquires any interest in the Owner's Property. Any person or entity acquiring the Owner's Property or any interest therein shall take subject to the rights of Operator under the Agreement.

9. **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. All Recitals set forth at the beginning of this Memorandum and all Exhibits attached hereto are incorporated herein by this reference.

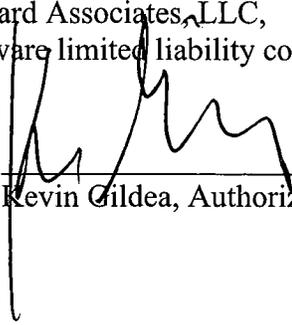
[Signatures on Next Pages]



EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC,  
a Delaware limited liability company

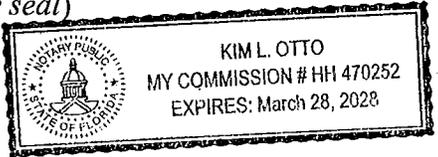
By:   
Kevin Gildea, Authorized Representative

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  **physical presence** or  **online notarization**, this 6 day of June, 2025 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)





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

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Owner's Property**

**Parcel 1**

Southeast Quarter (SE $\frac{1}{4}$ ) of Section 23, Township 39 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

**Parcel 2**

Northeast Quarter (NE $\frac{1}{4}$ ) of Section 23, Township 39 North, Range 9 East, N.M.P.M., Alamosa County, Colorado.

QLA: 22696

**When recorded return to:**

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

---

***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 3 day of June, 2024 ("**Effective Date**"), by and between Don R. Schulz and Sharon K. Schulz, husband and wife, whose address for notice is 1564 Ln. 1 N, Alamosa, CO 81101; and Shane C. Schulz joined by his consenting spouse Kate A. Stratton-Schulz, whose address for notice is 0673 N. County Road 104, Alamosa, CO 81101 (collectively "**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company, whose address for notice is: 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services ("**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, and hereby grants, to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Alamosa County, Colorado, described on the attached **Exhibit A** as the "**Owner's Property**".

WHEREAS, the Parties 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, 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 three (3) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional three (3)

years ("**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 during the 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 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.

3. **Lease Rights.** The Agreement between the Parties leases the Owner 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 thirty (30) years after the Commencement Date. Operator has the right to extend the Term of the Agreement for two consecutive terms of ten (10) years each.

5. **Effects Easement.** The Agreement between the Parties grants to Operator a non-exclusive easement over, under and across Owner's Property for audio, 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.

6. **Solar Easement.** The Agreement between the Parties grants to Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed flow of solar energy resources and to ensure adequate exposure of the Solar Panels and Weather Instruments over and across the Owner's Property, as further described in the Agreement ("**Solar Easement**"). Owner will not (i) interfere with, and will not allow any other party to interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Owner's Property (ii) cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument and (iii) interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (individually or collectively, an "**Interference**"). The Solar Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of vegetation, trees, structures or other objects (except for certain existing trees and structures specifically identified in the Agreement) which may, in Operator's sole judgment, (i) impair or obstruct the passage of sunlight through the Solar Easement, or (ii) cause Interference to the Project contemplated by Operator.

7. **Exclusive Rights.** The Agreement between the Parties provides Operator shall have the exclusive right (i) to use and possess the Owner's Property in connection with the Project and other similar sun-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources over, across and 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. **Subsequent Interests.** The rights of Operator under the Agreement run with the Owner's Property and are prior and superior to the rights of any person who subsequently acquires any interest in the Owner's Property. Any person or entity acquiring the Owner's Property or any interest therein shall take subject to the rights of Operator under the Agreement.

9. **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. All Recitals set forth at the beginning of this Memorandum and all Exhibits attached hereto are incorporated herein by this reference.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

Don R. Schulz  
Don R. Schulz

Sharon K. Schulz  
Sharon K. Schulz

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
COUNTY OF Boulder ) ss:

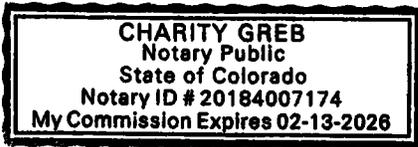
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of MAY, 2024, by Don R. Schulz and Sharon K. Schulz, husband and wife.

Witness my hand and official seal.

(notary seal)

Charity Greb  
NOTARY PUBLIC, STATE OF COLORADO

My commission expires: 2/13/2026



EXECUTED on the date set forth below.

Owner:

  
\_\_\_\_\_  
Shane C. Schulz

  
\_\_\_\_\_  
Kate A. Stratton-Schulz, (consenting spouse)

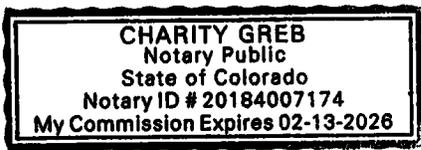
**ACKNOWLEDGEMENT**

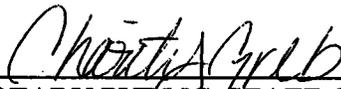
STATE OF COLORADO            )  
  ) ss:  
COUNTY OF Boulder            )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2024, by Shane C. Schulz joined by his consenting spouse Kate A. Stratton-Schulz.

Witness my hand and official seal.

(notary seal)



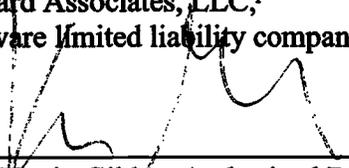
  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF COLORADO

My commission expires: 2/13/2026

EXECUTED on the date set forth below.

**Operator:**

Boulevard Associates, LLC,  
a Delaware limited liability company

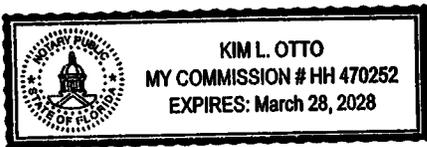
By:   
Kevin Gildea, Authorized Representative

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3 day of June, 2024 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(notary seal)



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Owner's Property**

The Northwest Quarter (NW¼) of Section 26, Township 39 North, Range 9 East, Alamosa County, Colorado, being part of Lots 6 and 13, All of Lots 7-12, Block 2; All of Block 3; and Part of Lots 8 and 17, and All of Lots 9-16, Block 4, Sangre De Cristo Estates, Unit 20.

QLA: 22405