

2024-008123

Klamath County, Oregon

09/17/2024 08:36:02 AM

Fee: \$107.00

MEMORANDUM OF OPTION TO LEASE

After recording return to:  
RWE Clean Energy Asset Holdings, Inc.  
3405 W. Dr. Martin Luther King Jr. Blvd.  
Tampa, FL 33607  
Attn: Giovana Guadoso

PID: R-3909-00600-00700-000, R-3909-00600-00600-000  
Project: OR – PC Klamath Falls K

Prepared by: Lara Johnson  
RWE Clean Energy Asset Holdings, Inc.  
3405 W. Dr. Martin Luther King Jr. Blvd.  
Tampa, FL 33607

Space above this line for recorder's use

**MEMORANDUM OF OPTION TO LEASE**

**THIS MEMORANDUM OF OPTION TO LEASE** (this "**Memorandum**"), dated as of 9/14, 2024 (the "**Effective Date**"), is entered into by and between The Schumann Family Trust dated December 19, 1995, having an address of PO Box 843, Klamath Falls, OR, 97601 ("**Lessor**"), and **RWE CLEAN ENERGY ASSET HOLDINGS, INC.**, a New York corporation ("**Lessee**").

**RECITALS**

A. Lessor and Lessee entered into that certain Option for the Lease of Land, dated as of Sept. 4, 2024 (the "**Option Effective Date**") (as it may be amended from time to time, the "**Option Agreement**"), pursuant to which Lessor has granted to Lessee an option to lease (the "**Option**") certain real estate located in Klamath County, Oregon, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Option Property**").

B. Lessor and Lessee (collectively, the "**Parties**") wish to give notice of the existence of such Option Agreement.

**WITNESSETH:**

IN CONSIDERATION of the good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Parties desire to enter into this Memorandum, which is to be recorded in order that any third parties may have notice of the interests of the Lessee in the Property and the existence of the Option Agreement.
2. Under the terms of the Option Agreement, unless Lessee has given notice of its election to exercise the Option in accordance with the terms of the Option Agreement, the Option shall expire on that date that twelve (12) months from the Option Effective Date unless Lessee has, prior to such date, elected to extend the term of the Option Agreement for four (4) additional twelve (12) month periods, subject to the terms of

the Option Agreement, in which event the Option shall expire on such later date (such date, as the same may be extended, the "**Option Expiration Date**").

3. This Memorandum shall automatically terminate and expire and be of no further force or effect on the earlier of (i) that date that is sixty (60) days after the occurrence of the Option Expiration Date, or (ii) the recordation of a notice of termination in the public records of the county in which the Option Property lies, executed by Lessee, without necessity of a joinder by Lessor, in which Lessee certifies that the Option with respect to the Option Property has terminated (the "**Option Release Date**"). Until the occurrence of the Option Release Date, Lessor shall not convey, mortgage, pledge, create a security interest in, lease, grant any interest in, or otherwise encumber any or all of the Option Property without Lessee's written consent.
4. The Option Agreement and the rights granted to Lessee therein shall burden and run with the title to the Property. The Option Agreement shall inure to the benefit of and be binding upon the Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Option Agreement, any assignee of Lessor or Lessee and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
5. All of the terms, conditions, provisions and covenants of the Option Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document. This Memorandum is not intended to modify any term, provision or condition of the Option Agreement, and to the extent of any conflict between this Memorandum and the Option Agreement, the Option Agreement will control. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Option Agreement.
6. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

*[Signatures begin on following page]*

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Memorandum as of the Effective Date.

**LESSOR:**

**The Schumann Family Trust dated December 19, 1995**

By: Patricia E. Schumann, Trustee  
Patricia E. Schumann, Trustee

Date: 9/4/2024

By: Jerry A. Schumann, Trustee  
Jerry A. Schumann, Trustee

Date: 9/4/2024

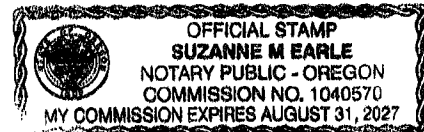
STATE OF Oregon )  
COUNTY OF Klamath ) ss

On this 4 day of September, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Patricia E. Schumann proved to me on the basis of satisfactory evidence of identification, which were DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

Suzanne M Earle  
Notary Public

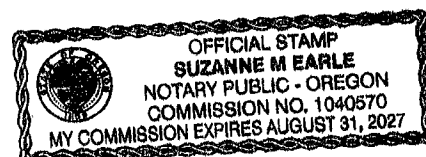
STATE OF Oregon )  
COUNTY OF Klamath ) ss



On this 4 day of September, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Jerry A Schumann proved to me on the basis of satisfactory evidence of identification, which were DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

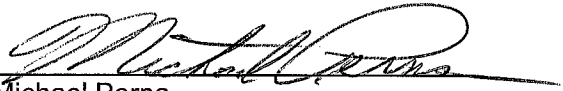
Suzanne M Earle  
Notary Public



OR – Klamath Falls K (MOLO)

**LESSEE:**

**RWE Clean Energy Asset Holdings, Inc.**

By:   
Michael Perna  
Senior Vice President, Distributed Clean Energy

STATE OF New York )  
 ) ss  
COUNTY OF Westchester )

On this 11 day of September, 2024, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Michael Perna proved to me on the basis of satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily on behalf of RWE Clean Energy Asset Holdings, Inc., for its stated purpose (as Lessee).

WITNESS my hand and official seal.

  
Notary Public

Expiration of Commission: April 16, 2028

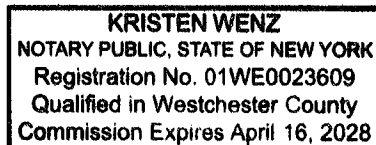


EXHIBIT A

OPTION PROPERTY

PID: R-3909-00600-00700-000, R-3909-00600-00600-000

Quitclaim Deed

Jerry A. Schumann and Patricia E. Schumann, the undersigned grantors, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to The Schumann Family Trust, Jerry A. Schumann and Patricia E. Schumann, trustees, trust dated December 19, 1995, the following described real property in Klamath County, OR:

**DESCRIPTION OF PROPERTY:** The South 1/2 of the NE1/4 of the SW1/4 of Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; SAVING AND EXCEPTING that portion conveyed to Fred E. Daniel by deed recorded September 7, 1946, in Book 195, at page 205 Deed Records of Klamath County, Oregon, which reads as follows: "a strip of land 20 feet wide, and beginning at the Northwest corner of S1/2 of the NE1/4 of the SE1/4, Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and extending 38 1/2 rods along the West end of said tract (leaving to grantors a 1 1/2 rod strip for way to the County Road at the Southwest corner of said tract.)" Together with that certain easement as evidenced by deed recorded September 28, 1950, in Book 242, at Page 337, Deed Records of Klamath County, Oregon.

Assessor's Parcel No. :

Executed On March 1, 1996, at Klamath Falls, OR

Jerry A. Schumann  
Jerry A. Schumann

Patricia E. Schumann  
Patricia E. Schumann

Certificate Of Notary Public

County of Klamath, State of Oregon

On March 1, 1996 before me, John A. Scott, personally appeared Jerry A. Schumann and Patricia E. Schumann, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature John A. Scott (Seal)

MAIL STATEMENTS TO:

4115 Highway 140 W  
Klamath Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Jerry A. Schumann the 1st day  
of March, A.D., 19 96, at 2:52 o'clock P.M., and duly recorded in Vol. M96  
of Deeds on Page 5751

Bernetha G. Letsch, County Clerk

Documentary Transfer Tax	
Exemption (R/T Code)	
Explanation	
Signature of Declarant or Agent determining tax	

ABOVE THIS LINE RESERVED FOR RECORDER

### Quitclaim Deed

Jerry A. Schumann and Patricia E. Schumann, the undersigned grantors, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to The Schumann Family Trust, Jerry A. Schumann and Patricia E. Schumann, trustees, trust dated December 19, 1995, the following described real property in Klamath County, OR:

DESCRIPTION OF PROPERTY: The SE1/4 SW1/4, the N1/2 SW1/4 S/W1/4, and the NW1/4 SW1/4 all in Section 6, Township 39 South Range 9 East of the Willamette Meridian; Also the N1/2 SE1/4 S/W1/4 of Section 1 Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Excepting public Roads and/or Highways. Excepting that parcel of land conveyed by Frank H. Mc Cornack Jr. and Helen M. Mc Cornack to the State Highway Commission in Deed Volume M67 at page 1444, Recorded March 2, 1967.

Assessor's Parcel No. :

Executed On March 1, 1996, at Klamath Falls, OR.

Jerry A. Schumann  
Jerry A. Schumann

Patricia E. Schumann  
Patricia E. Schumann

### Certificate Of Notary Public

County of Klamath, State of Oregon

On March 1, 1996 before me, John A. Smith, personally appeared Jerry A. Schumann and Patricia E. Schumann, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature John A. Smith (Seal)

MAIL STATEMENTS TO:

4115 Highway 140 W  
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Jerry A. Schumann the 1st day of March A.D. 19 96 at 2:52 o'clock P M., and duly recorded in Vol. M96 of Deeds on Page 5750.

FEE \$30.00

Bernetha G. Leisch, County Clerk  
By Cheryl Leisch