2025-000237

Klamath County, Oregon 01/13/2025 10:27:02 AM

Fee: \$152.00

Prepared by and to be returned to: Maximilien Weber, Esq. NextEra Energy Resources, LLC 700 Universe Blvd. Juno Beach, FL 33408 Tel: 561-304-6941

SHORT FORM OF WIND LEASE AND EASEMENT AGREEMENT

THIS SHORT FORM OF WIND LEASE AND EASEMENT AGREEMENT is dated as of the day of "Short Form") by and between GREEN DIAMOND RESOURCE COMPANY, a Washington corporation ("Owner") and SUMMER LAKE WIND, LLC, a Delaware limited liability company ("Operator"). This Short Form serves as an abstract to that certain Option, Wind Lease and Easement Agreement of even date herewith ("Agreement") whereby Owner granted to Operator an exclusive option ("Option") for the following leases, easements and covenants (jointly and severally, the "Property Rights"):

- (1) Turbine Site Lease with Access Rights
- (2) Met Instrument Site Lease with Access Rights
- (3) Collection Facilities Lease with Access Rights
- (4) Construction Access Right
- (5) Wind Non-Obstruction Easement
- (6) Effects Waiver
- (7) Noninterference Covenant

covering all or portions of the real property described in Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof (the "Owner's Property").

- 1. As to the Option, the period during which the Option may be exercised ("Option Term") shall begin on the date when both Owner and Operator have executed the Agreement, and shall continue for a period of ten (10) years after such date ("Option Term"). Operator may exercise the Option by giving written notice to Owner ("Option Notice") at any time during the Option Term.
 - 2. As to the Owner's Property:
- (a) The Owner's Property was granted by, and the terms and conditions of the Property Rights are as set forth in the Agreement.

- (b) The term of the Property Rights commences on the date specified by Operator in the Option Notice and terminates fifty (50) years thereafter. Operator shall have the right to extend the Term of this Agreement for one consecutive term of twenty (20) years in accordance with the terms and provisions of the Agreement ("Extended Term") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term.
- 3. The Wind Non-Obstruction Easement and the Effects Waiver apply to a portion of the Owner's Property defined in the Agreement as the Lease Area.
 - 4. Pursuant to the terms and conditions of the Agreement:
- (a) Operator has the exclusive right to use, maintain, capture and convert all of the wind resources on the Lease Area.
- During the Initial Term and any Extended Term, Owner covenants and agrees that neither Owner nor its agents, operators, invitees, guests, permittees, licensees, successors in interest or assigns (any, an "Owner Party") will take any action on Owner's Property that Owner knows or reasonably should know would adversely affect (i) the operation of any Turbine or meteorological equipment, (ii) the free and complete use and enjoyment by Operator of all rights granted by the Agreement; (iii) impair the availability, accessibility, flow, frequency, or direction of air and wind over and above the Lease Area or the lateral or subjacent support for the Improvements; (iv) the development, permitting, construction, operation or maintenance of the Project as contemplated by the Agreement including the transmission of electric, electromagnetic or other forms of energy to or from the Lease Area; or (iv) interfere with or impair Operator's access to the Lease Area and the Improvements (as defined in the Agreement) for the purposes specified in the Agreement (in each case, an "Interference"). For the avoidance of doubt, Owner's continued use of existing Roadways (as defined in the Agreement) to and on the Lease Area, and Owner's timber operations, conducted in the ordinary course of its business, in the usual and customary manner, and undertaken in accordance with the Parties' coordination meetings and cooperation provisions set out in the Agreement, or to address any Emergency (as defined in the Agreement), shall not constitute Interference. Notwithstanding the foregoing limitations, planting of trees or construction of a temporary logging structure on the Owner's Property outside of the Lease Area shall not be deemed to be Interference. At all times throughout the Term, Owner shall have the right to respond, in its reasonable discretion, to any Emergency, casualty, or other extraordinary circumstances on Owner's Property, including, without limitation, industrial accidents, fire, wind, flooding, and any other form of extreme weather event; and, provided that such response is completed in a reasonably prudent manner, such response shall not be deemed an Interference.
- (c) The Property Rights and any restriction contained in the Agreement shall run with the land affected thereby and are binding upon, and inure to the benefit of the Owner and Operator, its Mortgagees, Assignees, and their respective successor and assigns, heirs, personal representatives, tenants, or persons claiming through them.
- 5. A full and complete copy of the Agreement can be obtained, upon request, from either of the following:

The address of the Owner is:

Green Diamond Resource Company 1301 Fifth Avenue, Suite 2700 Seattle, WA 98101-2613 Attn: Legal Department

The address of the Operator is:

Summer Lake Wind, LLC 700 Universe Boulevard Juno Beach, FL 33408-2683

Attn: Land Services Administration

Option to Convert. During the term of the Property Rights granted in the 6. Agreement, as may be extended, Owner grants to Operator the option to convert the leases covered by the Agreement to easements, and the easements to leases, in Operator's sole discretion. Operator may exercise such option by giving the Owner, thirty (30) days written notice of its intent to exercise such option. The terms and conditions of such easements and leases shall be the same as the terms and conditions of the leases and easements, including the annual payments as set forth in the Agreement.

[Signatures on Next Pages]

Owner:

IN WITNESS WHEREOF, Owner and Operator have executed this Short Form on the date set forth below.

GREEN DIAMOND RESOURCE COMPANY,	
a Washington corporation	

PRINTED NAME: Colin Moseley

TITLE: Clairman

ACKNOWLEDGEMENT

STATE OF WASHINGTON) ss:

COUNTY OF KING

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

Notary Public In tar State of Washington KATHLEEN LOUISE CROLL COMM. # 162366 MY COMM. EXP. 10/23/2028

NOTARY PUBLIC, STATE OF WASHINGTON

My commission expires:

IN WITNESS WHEREOF, Owner and Operator have executed this Short Form on the date set forth below.

Operator:	
Summer Lake Wind, LIC, a Delaware limited liability company By: Weven Gilden, Assistant Vice Pro	Bident
ACKNO	WLEDGEMENT
STATE OF FLORIDA) ss: COUNTY OF PALM BEACH)	
or online notarization, this 8 day of Assistant Vice President of Summer Lake	ged before me by means of physical presence of 2025 by Kun Ciller Wind, LLC, a Delaware limited liability company, on known to me or has produced a driver's license as
(notary seal)	NOTARY PUBLIC, STATE OF FLORIDA
KIM L. OTTO MY COMMISSION # HH 470252 EXPIRES: March 28, 2029	My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

The land referred to herein below is situated in the County of Lake, State of Oregon, and is described as follows:

Parcel 1

Township 32 South, Range 14 East of the Willamette Meridian,

Section 27: SW¹/₄SW¹/₄.

Section 28: SE¼SW¼; E½SE¼; SW¼SE¼.

Section 33: N½NE¼; NE¼NW¼.

PIN: 32S14E00-00-00400

Parcel 2

Township 32 South, Range 14 East of the Willamette Meridian,

Section 29: SE¹/₄SW¹/₄; S¹/₂SE¹/₄.

Section 32: NE¹/₄.

PIN: 32S14E00-00-00500

Parcel 3

Township 32 South, Range 14 East of the Willamette Meridian,

Section 31: NE¹/₄.

PIN: 32S14E00-00-00600

Parcel 4

Township 32 South, Range 14 East of the Willamette Meridian,

Section 31: Government Lots 1 and 2.

· PIN: 32S14E00-00-00700

Parcel 5

Township 29 South, Range 14 East of the Willamette Meridian,

Section 36: All.

PIN: 29S14E00-00-01200

Parcel 6

Township 29 South, Range 15 East of the Willamette Meridian,

Section 31: Government Lots 1, 2, 3, and 4; E½NW¼; E½SW¼; SE¼.

PIN: 29S15E00-00-00700

Parcel 7

Township 29 South, Range 16 East of the Willamette Meridian,

Section 33: S½.

Section 34: SW¹/₄SW¹/₄.

PIN: 29S16E00-00-01300

Parcel 8

Township 29 South, Range 16 East of the Willamette Meridian,

Section 34: N¹/₂SW¹/₄; SE¹/₄SW¹/₄.

PIN: 29S16E00-00-01400

Parcel 9

Township 30 South, Range 14 East of the Willamette Meridian,

Section 1: Government Lots 1, 2, 3 and 4; S½NE¼; S½NW¼.

PIN: 30S14E00-00-00100

Parcel 10

Township 30 South, Range 14 East of the Willamette Meridian,

Section 11: SE¼SW¼; S½SE¼.

Section 12: S¹/₂S¹/₂.

Section 14: NE¹/₄NE¹/₄.

PIN: 30S14E00-00-00300

Parcel 11

Township 30 South, Range 14 East of the Willamette Meridian,

Section 13: SE¼SW¼; SW¼SE¼.

PIN: 30S14E00-00-00400

Parcel 12

Township 30 South, Range 14 East of the Willamette Meridian,

Section 24: SE¼SW¼; SW¼SE¼.

Section 25: SW¼NE¼; E½NW¼.

PIN: 30S14E00-00-01300

Parcel 13

Township 30 South, Range 14 East of the Willamette Meridian,

Section 36: All.

PIN: 30S14E00-00-01600

Parcel 14

Township 30 South, Range 15 East of the Willamette Meridian,

Section 5: Government Lots 1, 2, 3 and 4; S½NE¼; S½NW¼; SE¼.

Section 6: All

Section 7: Government Lots 3 and 4; NE¼; E½NW¼; E½SW¼; W½SE¼; SE¼SE¼.

Section 8: NW¹/₄.

Section 10: W½NE¼; E½NW¼; NW¼NW¼; E½SW¼; SW¼SW¼; SE¼.

Section 11: NW¹/₄NE¹/₄; S¹/₂NE¹/₄; NW¹/₄; S¹/₂.

Section 12: S½.

Section 13: All

Section 14: All

Section 15: All

Section 16: All

Section 17: W¹/₂; SE¹/₄SE¹/₄.

Section 18: E½.

Section 19: SE1/4.

Section 20: N½NE¼; SW¼NE¼; W½.

Section 21: NE¹/₄.

Section 22: NE¼NE¼; NW¼; SW¼SE¼.

Section 23: All

Section 24: All

Section 25: N½.

Section 26: N½.

Section 27: NE¹/₄; E¹/₂NW¹/₄.

Section 28: SW¹/₄NW¹/₄.

Section 29: E½NE¼; NW¼NE¼.

Section 30: E½.

Section 31: Government Lots 3 and 4; NE¼; E½SW¼; SE¼.

PIN: 30S15E00-00-00200

Parcel 15

Township 30 South, Range 15 East of the Willamette Meridian,

Section 25: SE¹/₄.

Section 36: All

PIN: 30S15E00-00-00700

Parcel 16

Township 30 South, Range 15 East of the Willamette Meridian,

Section 25: NW¹/₄SW¹/₄.

PIN: 30S15E00-00-00800

Parcel 17

Township 30 South, Range 15 East of the Willamette Meridian,

Section 26: NW¹/₄SW¹/₄.

Section 27: NE¼SW¼; N½SE¼; SE¼SE¼.

PIN: 30S15E00-00-00900

Parcel 18

Township 30 South, Range 15 East of the Willamette Meridian,

Section 33: SW¹/₄; S¹/₂SE¹/₄.

Section 34: S½. Section 35: SW¼.

PIN: 30S15E00-00-01200

Parcel 19

Township 30 South, Range 16 East of the Willamette Meridian,

Section 3: SW¼NE¼.

PIN: 30S16E00-00-00201

Parcel 20

Township 30 South, Range 16 East of the Willamette Meridian,

Section 5: NW¹/₄SE¹/₄.

PIN: 30S16E00-00-00300

Parcel 21

Township 30 South, Range 16 East of the Willamette Meridian,

Section 3: Government Lots 1, 2, 3 and 4; SE½NE½; S½NW¼; SW¼; W½SE¼.

Section 4: All

Section 5: Government Lots 1, 2, 3 and 4; S½N½; SW¼; E½SE¼; SW¼SE¼.

Section 6: NE¹/₄SE¹/₄.

Section 7: All

Section 8: N½; SW¼.

Section 10: N½NW¼.

Section 16: All

Section 17: NW¼NE¼; S½NE¼; NW¼.

Section 18: All

Section 19: All

Section 20: NW1/4; N1/2SW1/4; SW1/4SW1/4.

PIN: 30S16E00-00-00400

Parcel 22

Township 31 South, Range 14 East of the Willamette Meridian,

Section 35: NE¹/₄NE¹/₄.

Section 36: NW¼NE¼; N½NW¼.

PIN: 31S14E00-00-02300

Parcel 23

Township 31 South, Range 14 East of the Willamette Meridian,

Section 36: SE¼SW¼; E½SE¼; SW¼SE¼.

PIN: 31S14E00-00-02400

Parcel 24

Township 31 South, Range 15 East of the Willamette Meridian,

Section 3: All

Section 4: Government Lots 1, 2, 3 and 4; S½NE¼; S½NW¼; SW¼; NE¼SE¼; W½SE¼.

Section 9: W½NE¼; NW¼; N½SW¼; SE¼.

Section 10: N½NE¼; SW¼NE¼; W½.

Section 16: NE¼NE¼.

PIN: 31S15E00-00-00300

Parcel 25

Township 31 South, Range 15 East of the Willamette Meridian,

Section 5: Government Lots 1, 2, 3 and 4; S½NE¼; SW¼NW¼; S½.

Section 6: Government Lots 1, 2, 3, 4 and 5; S½NE¼; SE¼NW¼; SE¼.

Section 7: Government Lots 1, 2 and 3; NE¹/₄; E¹/₂NW¹/₄; E¹/₂SW¹/₄.

Section 8: N½.

PIN: 31S15E00-0000500

Parcel 26

Township 31 South, Range 15 East of the Willamette Meridian,

Section 11: E½.

Section 12: All

Section 13: All

Section 22: S½SW¼.

Section 23: All

Section 24: N½; NW¼SE¼, TOGETHER WITH all that part of the SW¼SW¼ of Section 24,

which lies Southwesterly of a line which is parallel to and Northeasterly 33 feet from the following described line: Beginning at a point which is South 13°57' West, 1127.40 feet from the one quarter corner on the West line of said Section 24; thence South 25°09' East, 1613.18 feet; thence on a 16° curve (chord defined) to the right through a central angle of 74°52' with a radius of 359.27 feet a distance of 467.92 feet to a point which is South 43°45' East 492.73 feet from the Southwest corner of said Section 24.

Section 25: NW1/4.

Section 26: N¹/₂; SW¹/₄; N¹/₂SE¹/₄.

Section 27: All Section 28: SE¹/₄.

Section 33: E½; SE¼SW¼.

Section 34: All

Section 35: W¹/₂NW¹/₄.

PIN: 31S15E00-00-00700

Parcel 27

Township 31 South, Range 15 East of the Willamette Meridian,

Section 15: SE¹/₄SW¹/₄.

Section 22: N¹/₂NW¹/₄; SW¹/₄NW¹/₄.

PIN: 31S15E00-00-00800

Parcel 28

Township 31 South, Range 15 East of the Willamette Meridian,

Section 16: W½NW¼; SE¼NW¼; SW¼; W½SE¼.

PIN: 31S15E00-00-00900

Parcel 29

Township 31 South, Range 15 East of the Willamette Meridian,

Section 36: SE¼SW¼; S½SE¼.

PIN: 31S15E00-00-01900

Parcel 30

Township 32 South, Range 15 East of the Willamette Meridian,

Section 3: Government Lots 2, 3 and 4; S½NW¼; NW¼SW¼.

Section 4: Government Lots 1, 2, and 3; S½NE¼; S½NW¼; SW¼; N½SE¼.

Section 5: S½NE¼; NE¼SE¼, TOGETHER WITH a roadway, as described in a Quitclaim

Deed, including the terms and provisions thereof, recorded April 23, 1973, in Book 163 at Page 280, Lake County Deed Records, Oregon, 60 feet in width, being 30 feet

on each side of the center line of the existing road as it crosses the $W^{1/2}SE^{1/4}$ of Section 5.

Section 8:

SE¼NE¼; NE¼SE¼, TOGETHER WITH a roadway, as described in a Quitclaim Deed, including the terms and provisions thereof, recorded April 23, 1973, in Book 163 at Page 280, Lake County Deed Records, Oregon, 60 feet in width, being 30 feet on each side of the center line of the existing road as it crosses the N½NE¼ of

Section 8.

Section 9:

NW'4NE'4; NW'4; NW'4SW'4.

PIN: 32S15E00-00-00100

Parcel 31

Township 32 South, Range 15 East of the Willamette Meridian,

Section 10: SE¼NE¼; SW¼SW¼; E½SW¼; SE¼.

Section 11: NE¼; E½NW¼; SW¼NW¼; S½.

Section 13: W½.

Section 14: All

Section 15: All

Section 16: All

Section 21: All

Section 22: All

Section 23: All

Section 24: W½.

50001011 2 1. 1772.

Section 25: W½.

Section 26: All

Section 27: All

Section 28: E½; SW¼.

Section 33: NE¹/₄.

Section 34: All

Section 35: All

Section 36: W½NE¼; W½; SW¼SE¼.

PIN: 32S15E00-00-00400

The land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

Parcel 32

Township 33 South, Range 15 East of the Willamette Meridian,

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 9: All

Section 10: All
Section 11: All
Section 12: All
Section 13: N½N½

 $PIN(s): 3315-00000-00300, \ 3315-00000-00401, \ 3315-00000-00402, \ 3315-00000-00200, \ 3315-00000-00100$

SF ID: AG-0000018122

EXHIBIT A-1 DEPICTION OF OWNER'S PROPERTY

