

2025-003034

Klamath County, Oregon

04/24/2025 11:06:01 AM

Fee: \$107.00

After recording return to:

RWE Clean Energy DCE Development, LLC
3405 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607
Attn: Giovana Gaudio

PID: **R3909-00700-00100-000, R-3909-00600-00300-000 and R-3909-00600-01200-000**
Project: **OR – PC Klamath F**

Prepared by: Lara Johnson
RWE Clean Energy DCE Development, LLC
3405 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607

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TERMINATION OF LAND LEASE OPTION AND LEASE AGREEMENT

This Termination of Land Lease Option and Lease Agreement ("Termination Agreement") is entered into on this 3rd day of March, 2025, by and between and between Christopher David Edelbeck, as Landlord, and RWE Clean Energy Asset Holdings, Inc., as Tenant.

RECITALS:

WHEREAS, Landlord and Tenant entered into a Land Lease Option and Lease Agreement ("Lease Agreement") dated February 3, 2024 regarding a portion of the real property located at (PID: R3909-00700-00100-000, R-3909-00600-00300-000 and R-3909-00600-01200-000) in Klamath Falls, County of Klamath, Oregon, which property is more particularly described in Exhibit A attached hereto;

WHEREAS, a Memorandum of Lease Option Agreement related to the Lease Agreement was recorded on February 10, 2025, in the official records of Klamath County, Oregon, as Document Number 2025-000874 ("Memorandum"); and

WHEREAS, the parties now desire to terminate the Lease Agreement and the Memorandum.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Termination of Lease Agreement:** The Lease Agreement dated February 3, 2024 and the Memorandum recorded as Document Number 2025-000874 are hereby terminated effective as of the 3rd day of March, 2025 ("Termination Date").
2. **No Further Obligations:** Upon the Termination Date, both parties agree that they shall have no further obligations or liabilities to each other under the Lease Agreement. The

Lease Agreement and Memorandum shall have no further force or effect as of the Termination Date.

3. **Release:** Each party hereby releases the other from any and all claims, demands, and causes of action arising out of or in connection with the Lease Agreement and Memorandum.
4. **Recordation:** This Termination Agreement shall be recorded in the official records of Klamath County, Oregon.
5. **Entire Agreement:** This Termination Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.
6. **Governing Law:** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
7. **Counterparts:** This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. **Binding on Successors:** This Termination Agreement shall be binding upon the Parties' heirs, executors, administrators, successors and/or assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SEE ATTACHED FORM
FOR NOTARY CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Luis Obispo

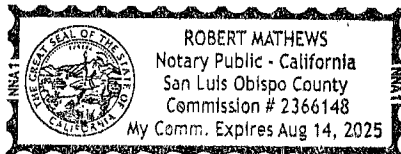
On March 26, 2025 before me, Robert Mathews, Notary Public,

Date March 26, 2025
personally appeared Christopher David Edlebeck
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Termination of Solar Farm

Document Date: 03-26-2025

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

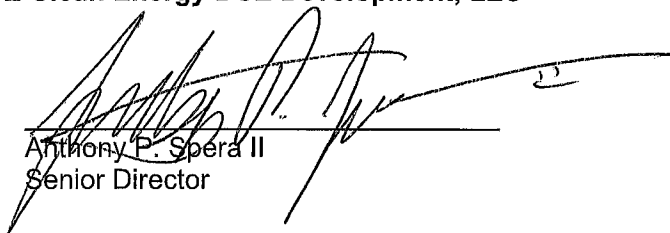
- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

LESSEE:

RWE Clean Energy DCE Development, LLC

By:


Anthony P. Spera II
Senior Director

STATE OF New York
COUNTY OF Westchester ss

On this 2nd day of April, 2025, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Anthony Spera 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 DCE Development, LLC, for its stated purpose (as Lessee).

WITNESS my hand and official seal.

Expiration of Commission: 10/16/28


Notary Public

LEAH CASTELLANO
Notary Public, State of New York
Reg. No. 01CA0029835
Qualified in Westchester County
Commission Expires 10/16/28

Exhibit A

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL I: TL 300

THE SOUTH 1/2 OF THE NORTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM A STRIP OF LAND 20 FEET IN WIDTH, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS SOUTH 0° 06' WEST, 135.7 FEET FROM THE EAST 1/4 CORNER OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE NORTH 89° 54' WEST 60.0 FEET; THENCE SOUTH 0° 06' WEST, 180.0 FEET; THENCE NORTH 89° 54' WEST, 74.77 FEET TO THE EAST PROPERTY LINE OF THE OREGON WATER CORPORATION'S LINDLEY HILL RESERVOIR SITE.

ALSO EXCEPTING A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 27° 22' 30" WEST 294.08 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE SOUTH 00° 06' 00" WEST, 208.71 FEET; THENCE NORTH 89° 54' 00" WEST 208.71; THENCE NORTH 00° 06' 00" EAST 208.71 FEET; THENCE SOUTH 89° 54' 00" 208.71 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 BEING NORTH 00° 06' 00" EAST.

PARCEL II: TLS 1200 AND 100

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 7 BEARS NORTH 69° 16' 04" EAST 1433.52 FEET; THENCE NORTH 89° 59' 49" WEST 42.56 FEET; THENCE NORTH 00° 00' 11" EAST 147.58 FEET; THENCE SOUTH 89° 59' 49" EAST 44.36 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE ALONG SAID WEST LINE SOUTH 00° 42' 20" WEST 147.59 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THOSE PORTIONS THEREOF CONVEYED TO THE OREGON STATE HIGHWAY COMMISSION BY DEED RECORDED JUNE 21, 1956 IN VOLUME 284, PAGE 272, DEED RECORDS OF KLAMATH COUNTY, OREGON