

2025-003987

Klamath County, Oregon



00342280202500039870030037

SURRENDER OF AGREEMENT

Parcel No.: 4112-01600-01300

05/27/2025 12:29:55 PM

Fee: \$92.00

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:
Chaberton Solar Diamond Peak LLC
Attn: Land Department
1700 Rockville Pike, Suite 305
Rockville, MD 20852

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**SURRENDER AND CANCELLATION
OF OPTION AGREEMENT**

This Surrender and Cancellation of Option Agreement (this "Surrender") indicates that the undersigned, in accordance with certain provisions of the Agreement (as defined herein), does hereby release, relinquish and surrender to the Owner named in said Agreement, their heirs, successors and assigns, all of the right, title and interest of the undersigned in, to and under that certain Option Agreement dated as of the 13th day of April, 2022 ("Agreement") by and between **Richard V. Rajnus and Denise M. Drazil, WATA Richard V. Rajnus and Denise M. Rajnus as tenants by the entirety**, with mailing address 29387 Demeritt Rd, Malin, OR 97632, collectively "Owner", and **Chaberton Solar Diamond Peak LLC** (as assignee via that certain Assignment of Solar Energy Lease and Easement Agreement dated May 8, 2023 by and between Chaberton Solar Oregon LLC and Chaberton Solar Diamond Peak LLC), a Delaware corporation, of 1700 Rockville Pike, Ste 305, Rockville, MD 20852, a memorandum of which Agreement was recorded in the Records of Klamath County, OR on **May 5, 2022**, at Instrument Number 2022-005759; said Agreement covering the following described lands, to wit:

Remainder of Parcel ID R110365

Those portions of Government Lots 3 and 6, Section 16, Township 41 South, Range 12 East, of the Willamette Meridian, Klamath County, Oregon, lying North of the Merrill-Malin Highway.

EXCEPTING THEREFROM that portion conveyed to Pacific Power & Light Company by Instrument recorded in Deed Volume 67, page 224, Deed records of Klamath County, Oregon;

ALSO EXCEPTING the following described parcel: Beginning at the Northeast corner of above described parcel; thence South 425 feet; thence West 600 feet; thence North 425 feet; and thence East 600 feet to the point of beginning.

AND ALSO EXCEPTING that portion conveyed to United States of America by Warranty Deed recorded November 14, 1991, in Volume M91, page 23879, Deed records of Klamath County, Oregon.

AND ALSO EXCEPTING that portion conveyed to Klamath County, Oregon by Deed recorded on July 23, 1912, in Volume 37, page 478, Deed records of Klamath County, Oregon (Merrill-Malin Highway and Drazil Road).

AND ALSO EXCEPTING that portion of Government Lots 3 and 6, Section 16, Township 41 South, Range 12 East of the Willamette meridian, Klamath County, Oregon, described as follows.

Beginning at the northwest corner of that certain parcel of land described in that Warranty Deed to the California Oregon Power Company, recorded on July 6, 1925, in Book 67, Page 224, Deed Records of Klamath County, Oregon, monumented with a 5/8" rebar capped "Truline", from which the North 1/4 Corner of said Section 16 bears North 01°13'32" West, 2528.61 feet distant (North 01°25' West, 2519.0 feet by record);

Thence North 00°14'53" East, 49.33 feet;

Thence South 89°48'28" East, 148.67 feet;

Thence South 00°18'13" West, 149.33 feet, more or less, to a point on the accepted and monumented northerly right-of-way line of State Route 50 (Klamath Falls-Malin highway);

Thence along said northerly right-of-way line, North 89°49'01" West, 48.67 feet to the southeast corner of said Warranty Deed parcel, monumented with a 5/8" rebar capped "Truline";

Thence departing said northerly right-of-way line, along the easterly line of said Warranty Deed parcel, North 00°18'13" East, 100.23 feet (North 0°47' West, 100.0 feet by record) to the northeast corner of said Warranty Deed parcel, monumented with a 5/8" rebar capped "Truline";

Thence along the northerly line of said Warranty Deed parcel, North 89°48'28" West, 100.19 feet (South 89°13' West, 100.0 feet, more or less, by record) to the Point of Beginning.

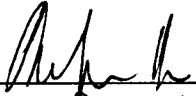
Containing 21.76 acres, more or less.

It is the intention of Chaberton Solar Diamond Peak LLC, that this instrument be recorded among the Records of said county in order to cancel said Lease and that it be noted in the margins of its memorandum.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by an appropriate officer this 6 day of May, 2025.

Chaberton Solar Diamond Peak LLC



Name: STEFANO RATTI

Title: CEO

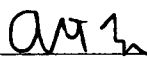
ACKNOWLEDGEMENT

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)§:
)

On this the 6 day of May, 2025, before me, the undersigned notary public, personally appeared Stefano Ratti, CEO of Chaberton Solar Diamond Peak LLC, known to me or proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they in such capacity, being authorized to do so, signed it voluntarily for its stated purpose as CEO of Chaberton Solar Diamond Peak LLC, a Delaware corporation.

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


Notary Public

(SEAL)

