

### MUTUAL TERMINATION, RELEASE AND QUIT CLAIM OF EASEMENT

THIS MUTUAL TERMINATION, RELEASE AND QUIT CLAIM OF EASEMENT (this “**Release**”) is made, dated and effective as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between the **CITY OF COLUMBIA, MISSOURI**, a municipal corporation of the County of Boone and the State of Missouri (“**Grantor**”) whose mailing address is Post Office Box 6015, Columbia, MO 65205, and **BOONE STEPHENS SOLAR I, LLC**, a Delaware limited liability company (“**Grantee**”), whose mailing address is WeWorks c/o of Enel North America, 1100 Main Street, Kansas City, Missouri 64105.

### RECITALS

A. Grantor and Grantee entered into that certain Grant of Easement for Electric Transmission Line dated and recorded as of April 17, 2024, in the official records of Boone County, Missouri in Book 5856, Page 43, as Instrument No# 2024005234 (the “**Easement**”), wherein Grantor granted unto Grantee a perpetual non-exclusive easement over, under, across and upon that that certain real property as more particularly described on Exhibit “A” attached hereto (the “**Property**”);

B. Grantee desires to terminate and release all of its right, title and interest in the Easement and the Property, and Grantor agrees to such termination and release of the same in accordance with the terms contained in this Release.

NOW, THEREFORE, in consideration of the Easement, the terms and covenants contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by this reference and made a part of this Release as is more fully set forth herein.

2. No Facilities. Grantee has ceased any and all operations on the Property and hereby represents and warrants that no Facilities (as defined in the Easement) were constructed on the Property and that Grantee has not changed or altered the surface condition of the Property as existed on the effective date of the Easement.

3. Termination of Easement. Grantor and Grantee hereby terminate the Easement. This Release shall fully and finally settle all demands, charges, claims, accounts or causes of

action of any nature whatsoever, including, without limitation, both known and unknown claims and causes of action arising out of, or in connection with, the Easement.

4. Release and Quit Claim. Grantee does hereby fully REMISE, RELEASE and FOREVER QUITCLAIMS to Grantor all of its right, title and interest in and to the Property arising under or by virtue of the Easement.

5. Recording. This Release shall promptly be recorded in the official records of the county in which the Property is situated.

IN WITNESS WHEREOF, the parties have executed and delivered this Release as of the Effective Date.

**GRANTEE:**

BOONE STEPHENS SOLAR I, LLC,  
a Delaware limited liability company

By: Brian Doherty  
Brian Doherty, Authorized Representative

STATE OF Kansas )  
COUNTY OF Leavenworth ) ss.

BE IT REMEMBERED, that on this 24 day of April, 2025, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Brian Doherty, to me personally known, who being by me duly sworn, did say that he is an Authorized Representative of Boone Stephens Solar I, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said Boone Stephens Solar I, LLC, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Samantha Lynn Gwartney  
Notary Public in and for Said County and State

Samantha Lynn Gwartney

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

7/8/2026

SAMANTHA GWARTNEY Notary Public State of Kansas Commission Number: 1198944 My Appointment Expires Jul 8, 2026
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This notarial act involved the use of  
audiovisual communication technology

**GRANTOR:**

THE CITY OF COLUMBIA,  
A municipal corporation of the County of Boone and  
the State of Missouri

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he/she is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Notary Public in and for said County and State  
Print Name: \_\_\_\_\_

## EXHIBIT "A"

### DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF BOONE, STATE OF MISSOURI:

