

ENTRY NO. 00287443

05/03/2018 09:03:11 AM B: 0582 P: 0383

Lease (Memo) PAGE 1 / 5

CRAIG J. SPERRY, JUAB COUNTY RECORDER

FEE \$ 28.00 BY INVENERGY, LLC



After recording return to:

Invenergy Solar Development North America LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

MEMORANDUM OF SOLAR AND BATTERY STORAGE LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR AND BATTERY STORAGE LEASE AND EASEMENT AGREEMENT (this "**Memorandum**"), is made, dated and effective as of January 12, 2018 (the "**Effective Date**"), between **William Robert Burgess and Alexis Kay Burgess (JT)** (together with its successors, assigns and heirs, "**Owner**"), whose address is **845 North 240 West, Santaquin, UT 84655**, and **Invenergy Solar Development North America LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "**Grantee**"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain SOLAR AND BATTERY STORAGE LEASE AND EASEMENT AGREEMENT dated January 12, 2018 (the "**Agreement**"), which affects the real property located in Juab County, Utah, as more particularly described in Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for (i) converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, and (ii) energy storage and collecting and transmitting the electrical energy so stored; (b) an exclusive easement to capture, use and convert the unobstructed solar flux on, over, across, and above the Property from all horizontal and vertical angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Facilities or Site Activities. Without limiting the foregoing, the easements granted by the Agreement are intended to grant and convey to Grantee an easement on, over, across, and above the Property pursuant to Utah Code Ann. § 57-13-1 *et seq.*, except to the extent that the Agreement does not create a perpetual lease, but a lease for the Term described herein and therein. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.
3. The Agreement shall be for an initial term of Five (5) years, a construction term of an additional Two (2) years, and an operations term of Twenty-Five (25) years, and one extended term of Five (5) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Grantee's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.
5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.
6. Owner shall have no ownership, lien, security or other interest in any of the Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Facilities at any time. Owner hereby irrevocably and unconditionally disclaims and waives any and all rights, statutory or common law, or claims that it may now or hereafter have in Grantee's Facilities and other improvements including, without limitation, any right of levy or distraint and any lessor's lien arising pursuant to Utah Code Ann. § 38-3-1 *et seq.*
7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

OWNER:

GRANTEE:

William Robert Burgess and
Alexis Kay Burgess, (JT)

Invenergy Solar Development North America
LLC, a Delaware limited liability company

By: William Burgess
Name: William Robert Burgess

By: James Williams
Name: James Williams
Title: Vice President

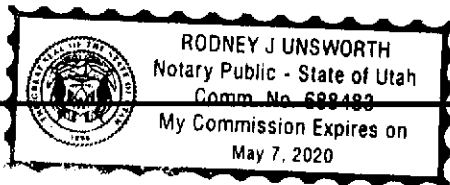
By: Alexis Kay Burgess
Name: Alexis Kay Burgess

ACKNOWLEDGMENT OF OWNER

STATE OF UTAH)
) SS.
COUNTY OF Utah)

Personally came before me this 4 day of January, 2018 William Robert Burgess
who executed the foregoing instrument as an individual and
acknowledged the same.

(SEAL)

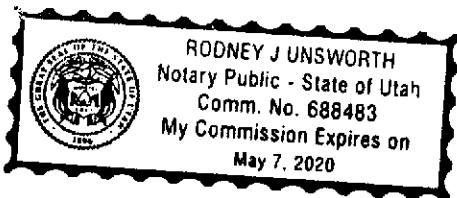


Name: [Signature]
Notary Public, State of Utah
My Commission Expires: 5-7-2020

STATE OF UTAH)
) SS.
COUNTY OF Utah)

Personally came before me this 4 day of January, 2018, Alexis Kay Burgess
who executed the foregoing instrument as an individual and
acknowledged the same.

(SEAL)



Name: [Signature]
Utah
5-7-2020

EXHIBIT A
Description of the Property
Juab County, State of Utah

APN: XC00-2723-1112

Legal Description:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01'01'01" EAST 309.04 FET ALONG THE SECTION TO THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 01'01'01" EAST 783.49 FEET ALONG THE SECTION LINE; THENCE NORTH 88'24'43" EAST 6496.37 FEET TO THE WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE COURSES; (1) NORTH 09'34'43" WEST 172.78 FEET; (2) NORTH 13'28'51" WEST 110.80 FEET; (3) NORTH 18'00'57" WEST 522.05 FEET; THENCE SOUTH 88'26'28" WEST 6294.07 FEET TO THE TRUE POINT OF BEGINNING. ALSO BEING A PORTION OF SECTION 30, T 11S, R 1E SLB & M.
CONT. 115.00 AC M/L