

**ENTRY NO. 00287960**

07/02/2018 11:13:51 AM B: 0583 P: 0766

Assignment PAGE 1 / 14  
CRAIG J. SPERRY, JUDAS COUNTY RECORDER  
FEE \$ 78.00 BY THIRSTY VALLEY SOLAR ENERGY LLC



This Document was Prepared by  
and when Recorded, Return to:

Tyrone H. Thomas, Jr., Esq.  
Thirsty Valley Solar Energy LLC  
1 S. Wacker Dr., Suite 1800  
Chicago, IL 60606

### **ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made, dated and effective as of June 28, 2018, by Invenergy Solar Development North America LLC, a Delaware limited liability company ("Assignor") and Thirsty Valley Solar Energy LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may each be referred to herein individually as a "Party", and collectively as the "Parties".

#### **RECITALS:**

A. Assignor is party to those certain agreements listed on Exhibit A-1 attached hereto (the "Agreements"), which encumber that certain real property set forth on Exhibit A-2 attached hereto.

B. In accordance with the terms hereof, the parties desire that (i) this Assignment provide record notice of the Agreements, to the extent notice of the same has not previously been provided, and (ii) Assignor assign all of its rights under the Agreements to Assignee and that Assignee assume all of the obligations of Assignor as more particularly set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Record Notice. The Parties intend that this Assignment provide record notice of each of the Agreements, to the extent that record notice has not been provided for the same prior to the effective date hereof.

2. Conveyance and Assignment. Effective as of the date hereof, Assignor hereby irrevocably assigns and conveys to Assignee, all right, title and interest of Assignor in and to the Agreements.

3. Acceptance and Assumption. Assignee hereby irrevocably accepts the foregoing assignment of the Agreement and agrees to perform, discharge, and assume all of the obligations of Assignor under the Agreement.

4. Governing Law. The provisions of this Assignment shall be governed by and construed under the laws of the State of Utah (without giving effect to its principles of conflict of laws).


5. Counterparts. This Assignment 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.

*[signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on their behalf, on the date first above written.


**ASSIGNOR:**

**INVENERGY SOLAR DEVELOPMENT NORTH AMERICA LLC**

By:   
Name: James Williams  
Title: Vice President

**ASSIGNEE:**

**THIRSTY VALLEY SOLAR ENERGY LLC**

By:   
Name: James Williams  
Title: Vice President

**ACKNOWLEDGEMENT OF ASSIGNOR**

STATE OF Colorado)  
                                          ) SS  
COUNTY OF Denver

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that James Williams, the Vice President of Invenergy Solar Development North America LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of Invenergy Solar Development North America LLC, for the uses and purposes therein set forth.

Given under my hand and notary seal this 28 day of June 2018.

JOELLEN BILLOTTE  
Notary Public  
State of Colorado  
Notary ID # 20184020439  
My Commission Expires 05-14-2022

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5-14-2022

**ACKNOWLEDGEMENT OF ASSIGNEE**

STATE OF Colorado)  
                                          ) SS  
COUNTY OF Denver)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that James Williams, the Vice President of Thirsty Valley Solar Energy LLC personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of Thirsty Valley Solar Energy LLC, for the uses and purposes therein set forth.

Given under my hand and notary seal this 28 day of June 2018

JOELLEN BILLOTTE  
Notary Public  
State of Colorado  
Notary ID # 20184020439  
My Commission Expires 05-14-2022

Joellen Billette  
Notary Public

My Commission Expires:

5-14-2022

**EXHIBIT A-1**  
**TO**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

1. Solar and Battery Storage Lease and Easement Agreement dated as of May 18, 2018, by and between Michael Family Trust 07/01/2002 c/o Sharon A Michael, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of May 18, 2018.
2. Solar and Battery Storage Lease and Easement Agreement dated as of April 3, 2017, by and among Blaine C. & Norma B. Malquist, Husband and Wife, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of April 3, 2017, and recorded on June 7, 2017, in the land records of Juab County, Utah as Entry No. 00284259.
3. Solar and Battery Storage Lease and Easement Agreement dated as of November 1, 2017, by and between The Bertha N. Winn Trust, Amended October 1, 2017, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of November 1, 2017, and recorded on January 11, 2018 in the land records of Juab County, Utah as Entry No. 00286231.
4. Solar and Battery Storage Lease and Easement Agreement dated as of June 12, 2017, by and between R. Roscoe Garrett, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of June 12, 2017, and recorded on November 8, 2017, in the land records of Juab County, Utah as Entry No. 00285590.
5. Solar and Battery Storage Lease and Easement Agreement dated as of April 24, 2017, by and between The Samuel and Edith Winn Living Trust Dated 10/09/2012, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of April 24, 2017, and recorded on July 3, 2017, in the land records of Juab County, Utah as Entry No. 00284475.

6. Solar and Battery Storage Lease and Easement Agreement dated as of April 3, 2017, by and between The Carey G. Peterson Family LLC, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of April 3, 2017, and recorded on June 7, 2017, in the land records of Juab County, Utah as Entry No. 00284260.
7. Solar and Battery Storage Lease and Easement Agreement dated as of June 15, 2018, by and between Wells E. and Betty S. Ellertson Family Farms, LLC, a Utah limited liability company, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of June 15, 2018.
8. Solar and Battery Storage Lease and Easement Agreement dated as of April 12, 2017, by and between Jasperson Cattle LC, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of April 12, 2017, and recorded on June 26, 2017, in the land records of Juab County, Utah as Entry No. 00284397.
9. Solar and Battery Storage Lease and Easement Agreement dated as of January 29, 2018, by and between Jarrett Irrevocable Family Trust 9/12/91, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of January 29, 2018.
10. Solar and Battery Storage Lease and Easement Agreement dated as of August 23, 2017, by and between The M. Clark and Shirleen Newell Family Revocable Trust, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of August 23, 2017, and recorded on November 8, 2017, in the land records of Juab County, Utah as Entry No. 00285591.
11. Solar and Battery Storage Lease and Easement Agreement dated as of January 12, 2018, by and among William Robert Burgess and Kay Burgess, as joint tenants, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar and Battery Storage Lease and Easement Agreement dated as of January 12, 2018, and recorded on May 3, 2018, in the land records of Juab County, Utah as Entry No. 00287443.

12. Special Use Lease Agreement No. 1834 dated as of April 1, 2017, by and between The State of Utah, Acting By and Through The School and Institutional Trust Lands Administration, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Special Use Lease Agreement No. 1834 dated as of April 1, 2017, and recorded on June 7, 2017, in the land records of Juab County, Utah as Entry No. 00284257.
13. Land Option Purchase Agreement dated as of February 5, 2018, by and among Orey and Lindsey Young, a married couple in Joint Tenancy, and Invenergy Solar Development North America LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Land Option Purchase Agreement dated as of February 5, 2018.



**EXHIBIT A-2**  
**TO**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

1. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 3 & 4 DESCRIBED AS BEG2 RDS N OF SW COR OF SEC 30, T11S, R1E, SLMTH N 158 RDS M/L TO NW COR OF LOT 3 TH E 80 RDS M/L TH S 158 RDS TO A PT 2 RDS N OF SE COR OF LOT 4, TH W 80 RDS M/L TO BEG. CONT 79.17 AC. LESS 0.51 AC. M/L DEEDED TO JUAB COUNTY FOR A ROAD IN B 316 P 314 LEAVING A BALANCE OF 78.66 AC.

APN: XB00-1701

2. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

**PARCEL 1**

THE SW 1/4 OF THE SW 1/4 OF SEC 12, TL2S, R1 W, SLM.

APN: XC00-2752

**PARCEL 2**

ALL OF THE W 1/2 OF THE NW 1/4 OF SEC 13, T12S, R1W, SLM.

APN: XC00-2795

3. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

**PARCEL 1**

THE SE 1/4 OF SEC 25, T11S, R1W, SLM.

APN: XC00-2721-1

**PARCEL 2**

THE NW 1/4 OF THE NE 1/4 & THE NE 1/4 OF THE NW 1/4 OF SEC 36, T11S, R1W, SLM, CONT 80 ACRES, LESS THAT PORTION DEEDED TO

"HOUWELING UTAH PROPERTY, INC." IN BOOK 560 PAGE 311 DESCRIBED AS BEGINNING AT THE WEST QUARTER CORNER OF SECTION 36, T11S, R1W, S.L.B. & M, THENCE N1'15'12"W ALONG THE SECTION LINE 2649.54 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36, THENCE N88'34" E ALONG THE SECTION LINE 2168.20 FEET, THENCE S1'04'11"E 2653.69 FEET TO THE QUARTER SECTION LINE, THENCE S88'50'1 O"W ALONG THE QUARTER SECTION LINE 2159.69 FEET TO THE POINT OF BEGINNING LEAVING A BALANCE OF 55.15 AC M/L.

APN: XC00-2727

PARCEL 3

ALL OF THE SW 1/4, THE S 1/2 OF THE NW 1/4 & THE NW 1/4 OF SEC 36 T11S, R1W, SLM CONT 280 AC, LESS THE FOLLOWING PROPERTY DEEDED TO "MICKELSON" IN B 49 P 1884 DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SECTION 36, T11S, R1W, SALT LAKE BASE MERIDIAN, THENCE N 01'40'24" W 208.90 FEET ALONG THE WEST LINE OF SAID SECTION, THENCE N 88'45'27" E 208.90 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 01'40'24" E 208.90 FEET PARALLEL TO THE WEST LINE OF SAID SECTION TO THE SOUTH LINE OF SAID SECTION THENCE S 88'45'27" W 207.90 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, ALSO LESS A PORTION OF PROPERTY DEEDED TO "HOUWELING UTAH PROPERTY, INC." IN BOOK 560 PAGE 311 DESCRIBED AS BEGINNING AT THE WEST QUARTER CORNER OF SECTION 36, T11S, R1W, S.L.B. & M, THENCE N1'15'12"W ALONG THE SECTION LINE 2649.54 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36, THENCE N88'34" E ALONG THE SECTION LINE 2168.20 FEET, THENCE S1'04'11"E 2653.69 FEET TO THE QUARTER SECTION LINE, THENCE 888'50'1 O"W ALONG THE QUARTER SECTION LINE 2159.69 FEET TO THE POINT OF BEGINNING LEAVING A BALANCE OF 172.13 AC M/L.

APN: XC00-2725-11

4. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

PARCEL 1

BEG AT THESE COR OF SEC 1, T12S, R1W, SLM TH N 78 RDS W 2 RDS N 62 RDS W 158 RDS S 140 RDS E 160 RDS TO BEG.

APN: XC00-2730

PARCEL 2

THE W 1/2 OF THE SW 1/4, THE S 1/2 OF THE NW 1/4 & ALL OF LOT 4 SEC 1, T12S, R1 W, SLM.

APN: XC00-2731

PARCEL 3

ALL OF LOTS 2 & 3 SEC 1, T12S, R1W, SLM.

APN: XC00-2733

PARCEL 4

ALL OF THE E 1/2 OF THE SE 1/4 OF SEC 14 T12S, R1W, SLM.

APN: XC00-2796

PARCEL 5

THE W 1/2 OF THE SW 1/4 OF SEC 13, T12S, R1W, SLM.

APN: XC00-2793

PARCEL 6

WEST 1/2 OF THE NW 1/4 OF SEC 24, T12S, R1W, SLM.

APN: XC00-2810

PARCEL 7

ALL OF THE N 1/2 OF THE SW 1/4 & ALSO, BEG AT SECOR OF N 1/2 OF THE SW 1/4 OF SEC 24, T12S, R1W, SLM, S 24 RDS W 2 RDS N 24 RDS E 2 RDS TO BEG.

APN: XC00-2815

5. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

THE E 1/2 OF THE SW 1/4 OF SEC 1, T12S, R1W, SLM.

APN: XC00-2732

6. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST DEED LINE OF THE GARY G PETERSON PARCEL WHICH IS N 88' 4-5'18" E 1308.42 FEET ALONG THE SECTION LINE FROM THE SOUTH WEST CORNER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN; THENCE N 01'56' 47" W ALONG SAID WEST DEED LINE 1317.29 FEET; THENCE N 88'36'06" E ALONG SAID DEED LINE 131 1.07 FEET; THENCE N 0 1'49'47" W ALONG SAID DEED LINE 3922.78 FEET TO A FENCE LINE; THENCE N 88' 20'18" E ALONG SAID FENCE LINE 1291.51 FEET; THENCE S 52'20'06" E 251 .12 FEET TO ANOTHER FENCE LINE; THENCE ALONG SAID FENCE LINE S '01'00'59" E 974.56 FEET; THENCE AROUND A GROVE OF TREES THE FOLLOWING THREE COURSES; N 89'20'10" W 208.22 FEET; THENCE S 0 1'00'59" E 100.00 FEET; THENCE S 89' 20'10" E 208.22 FEET TO A FENCE LINE; THENCE ALONG SAID FENCE S 01 '00'59" E 33.42 FEET; THENCE ALONG SAID FENCE LINE S 44'38'12" W 744.43 FEET TO THE WEST LINE OF A 33 FOOT WIDE COUNTY ROAD; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO COURSES; S 02'09'48" W 419.26 FEET; THENCE S 02'27'30" E .333.55 FEET; THENCE S 33'37'39" W 63.96 FEET TO THE NORTH LINE OF A 33 FOOT COUNTY ROAD; THENCE ALONG SAID NORTH LINE S 89'37'39" W 563.98 FEET; THENCE S 0 1'49'47" E 1681.41 FEET; THENCE S 88'36'06" W 202.99 FEET TO A FENCE LINE; THENCE ALONG SAID FENCE LINE S 01 "11'55" E 3572.46 FEET TO A FENCE LINE ON THE NORTH SIDE OF A COUNTY ROAD; THENCE ALONG SAID FENCE LINE S 88' 45'58" W 1239.52; THENCE ALONG SAID FENCE LINE N 44'49'04" W 195.25 FEET TO THE WEST LINE OF THE GARY G PETERSON DEED; THENCE ALONG SAID WEST LINE N 01 ' 45'22" W 2439.87 FEET TO THE POINT OF BEGINNING.

APN: The description above delineates a portion of parcels XC00-2743-, XC00-2755-, and XC00-2794

7. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

ALL OF LOT 2, SEC 31, T 11S, R 1E, SLM. CONT 40.05 ACRES TOGETHER WITH A R OF W.

APN: XB00-1731-1

8. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE NE 1/4 & THE N 20 RDS OF THE SE 1/4 OF SEC 1, T12S, R1W, SLM, CONT 140 ACRES, ALSO BEG 78 RDS N OF SECOR OF SEC 1 W 2 RDS N 62 RDS E 2 RDS S 62 RDS TO BEG.

APN: XC00-2729

9. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

THE E 1/2 OF E 112 OF SEC 36, T11 S, R1 W, SLM, CONT 160 ACRES.

APN: XC00-2726

10. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

THE SW 1/4 OF THE NE 1/4 & THE W 1/2 OF THE SE 1/4 OF SEC 36, T11S, R1W, SLM CONT 120 ACRES.

APN: XC00-2728

11. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

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 FEET 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 11 S, R 1 E SLB & M. CONT. 115.00 AC M/L.

APN: XC00-2723-1112

12. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

TOWNSHIP 12 SOUTH, RANGE 1 WEST, SLB&M

SECTION 2: LOTS 1-4, S1/2 N1/2, S1/2 (ALL)

CONTAINING 640.42 ACRES, MORE OR LESS.

13. THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF JUAB, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 1 DEGREE 01'01" EAST 1737.53 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING = NORTH 88 DEGREES 10' 18" EAST 2671.78 FEET BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 25); THENCE NORTH 88 DEGREES 21'13" EAST 5340.41 FEET TO THE EAST LINE OF SAID SECTION 25; THENCE SOUTH 0 DEGREES 54'54" EAST 904.92 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 21'09" WEST 2670.00 FEET ALONG THE EAST-WEST CENTER OF SECTION LINE TO THE CENTER OF SAID SECTION 25; THENCE NORTH 0 DEGREES 57' 18" WEST 10.00 FEET ALONG THE NORTH-SOUTH CENTER OF SECTION LINE; THENCE SOUTH 88 DEGREES 21'09" WEST 2668.81 FEET PARALLEL WITH THE EAST-WEST CENTER OF SECTION LINE TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 1 DEGREE 01'01" WEST 895.00 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING. CONT. 110.31 AC.

APN XC00-2723-113