

After recording return to:
Thirsty Valley Solar Energy LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

ENTRY NO. 00289182

11/14/2018 07:21:13 AM B: 0585 P: 1940

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CRAIG J. SPERRY, JUAB COUNTY RECORDER

FEE \$ 21.00 BY INVENERGY, LLC



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 Aug, 16, 2018 (the "Effective Date"), between **LSC Real Estate, LLC** (together with its successors, assigns and heirs, "Owner"), whose address is **8963 S 6000 W, Payson, Utah 84651** and **Thirsty Valley Solar Energy 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 August 16, 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:

LSC Real Estate, LLC

Thirsty Valley Solar Energy LLC, a Delaware
limited liability company

By: 

Name: Larry Carson

Title: Manager

By: 

Name: James Williams

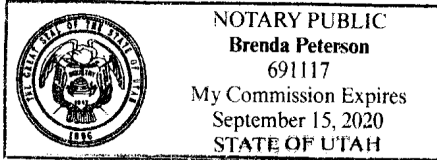
Title: Vice President

ACKNOWLEDGMENT OF OWNER

STATE OF UTAH)
) SS.
COUNTY OF Utah)

Personally came before me this 1 day of Aug, 2018 Larry Carson who executed the foregoing instrument as Manager of LSC Real Estate, LLC and acknowledged the same.

(SEAL)



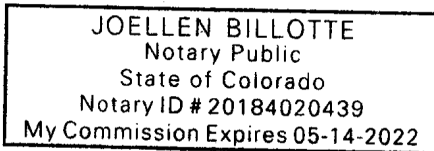
Name: Brenda Peterson
Notary Public, State of Utah
My Commission Expires: 9-15-20

ACKNOWLEDGMENT OF GRANTEE

STATE OF Colorado)
) SS.
COUNTY OF Denver)

Personally came before me this 16 day of August, 2018, James Williams who executed the foregoing instrument as Vice President of Thirsty Valley Solar Energy LLC, and acknowledged the same.

(SEAL)



Name: Joellen Billotte
Notary Public, State of CO
My Commission Expires: 5-14-22

**EXHIBIT A to Memorandum
Description of the Property
Juab County, State of Utah**

APN: XC00-2723-1111

Legal Description:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING = N 88° 10' 18" E 2671.78 FEET BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 25); THENCE N 0° 22' 39" W 506.14 FEET ALONG THE SECTION LINE; TH N 88° 28' 13" E 6015.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD; THENCE S 19° 55' 00" E 730.60 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S 18° 00' 57" E 645.69 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S 13° 28' 51" E 110.80 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S 9° 34' 43" E 172.78 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S 88° 24' 43" W 6496.37 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N 1° 01' 01" W 1092.53 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 230.0005 ACRES LESS THE FOLLOWING DESCRIBED PROPERTY DEEDED TO "BURGESS" IN B 564 P 111:

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. LEAVING A BALANCE OF 115.00 AC M/L, less 15 acres more or less located approximately in the center of the property around the existing structure and access road excluded for landowners personal use.

