

Entry #: 00306272 B: 0620 P: 1925  
06/09/2022 12:53 PM FEE: \$40.00  
Affidavit Miscellaneous Page: 1 of 9  
Debra P. Zirbes, Juab County Recorder  
BY: INVENERGY LLC

**RECORDED DOCUMENT FACE SHEET FOR:**

**School and Institutional Trust Lands Administration, acting on behalf  
of the State of Utah Mineral Withdrawal Agreement No. 94 for Thirsty  
Valley Solar Energy LLC**

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**Title on Document**

*Assessor Parcel Numbers associated with this document include:*

XB00-1701-  
XC00-2721-1  
XC00-2721-2  
XC00-2723-113  
XC00-2723-1123  
XC00-2723-1122  
XC00-2723-1121112  
XC00-2723-112112  
XC00-2723-1112  
XC00-2723-1111  
XC00-2725-11

**Recording Request By,  
And after Recording Return to:**

**Thirsty Valley Solar Energy LLC  
c/o Invenergy LLC  
One South Wacker Drive  
Suite 1800  
Chicago, IL 60606  
ATTN: Land Administration**

**When recorded, please return to:**

School and Institutional Trust Lands Administration  
Attention: Legal Department  
675 E. 500 S., Suite 500  
Salt Lake City, Utah 84102

**MINERAL WITHDRAWAL AGREEMENT NO. 94**

Beneficiary: Schools

This Mineral Withdrawal Agreement No. 94 (this "**Agreement**"), dated April 6, 2022 (the "**Effective Date**"), is between the School and Institutional Trust Lands Administration, acting on behalf of the State of Utah as trustee for the trust land beneficiaries, organized under Title 53C of the Utah Code, with an address at 675 E. 500 S., Suite 500, Salt Lake City, Utah 84102 ("**SITLA**"), and Thirsty Valley Solar Energy LLC, a Delaware limited liability company, with an address One South Wacker Drive, Suite 1800, Chicago, Illinois 60606 ("**Grantee**").

**RECITALS**

- A. SITLA manages lands held in trust by the State of Utah for the benefit of certain named beneficiaries ("**Trust Lands**"), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Articles X and XX of the Utah State Constitution, and Title 53C of the Utah Code.
- B. SITLA manages approximately 748.75 acres of split-estate mineral lands located in Juab County, Utah (the "**Property**"), which is more particularly described on *Exhibit A*, but does not own or manage the surface estate of the Property.
- C. Grantee is the leasehold estate holder under certain leases covering the surface estate of the Property for commercial solar generation and battery storage projects (collectively and as amended, replaced, restated, supplemented, or modified, the "**Solar Leases**"), which are more particularly described on *Exhibit B*.
- D. Grantee is the optionee under certain Land Option Purchase Agreements covering the surface estate of the Property (collectively and as amended, replaced, restated, supplemented, or modified, the "**Purchase Agreements**"), which are more particularly described on *Exhibit C*.
- E. In connection with the Solar Leases and Purchase Agreements, Grantee has requested and SITLA has agreed to a temporary and partial withdrawal of the mineral estate on the Property to ensure that mineral development does not interfere with Grantee's use of the Property.

The parties agree as follows:

1. Term. This Agreement begins on the Effective Date and continues for 40 years from the Effective Date.

2. Withdrawal of Reserved Mineral Estate.

(a) Withdrawal of Minerals other than Oil, Gas, and Geothermal. SITLA hereby withdraws the minerals, other than oil, gas, and geothermal, from exploration, development, and extraction. SITLA may not grant any leases, permits, or rights-of-entry for the mineral estate, other than oil, gas, and geothermal.

(b) Limited Withdrawal of Oil, Gas, and Geothermal Resources. SITLA hereby withdraws all oil, gas, and geothermal resources located on the surface and between the surface of the Property and a depth of 500 feet below the surface. SITLA may not grant leases, permits, or rights-of-entry for oil, gas, or geothermal resources located between the surface of the Property and 500 feet below the surface. If SITLA leases oil, gas, or geothermal resources below a depth of 500 feet from the surface of the Property, SITLA shall prohibit the oil, gas, or geothermal lessee from accessing the surface of the Property or any portion between the surface and 500 feet below the surface of the Property for any reason.

3. No Surface Occupancy. SITLA hereby waives any rights of access to the surface of the Property to explore for, develop, or extract minerals, that SITLA may enjoy pursuant to any local, state, or federal law or arising under deed, lease, or contract.

4. No Mineral Rights Granted to Lessee. This Agreement constitutes a negative covenant from SITLA to Grantee and nothing in this Agreement grants Grantee rights to explore for, develop, extract, or use any minerals on or in the Property.

5. Payment. Grantee shall pay SITLA on or before the execution of this Agreement a one-time fee of \$29,950.00.

6. Indemnification. Grantee acknowledges that it controls the surface estate of the Property. Grantee shall indemnify, defend, and hold the State of Utah, SITLA, and their respective employees harmless from any and all claims, demands and causes of action arising from or related to Grantee's leasehold ownership, occupancy, or control of the surface estate of the Property.

7. No Warranty. SITLA disclaims all warranties of title to the mineral estate.

8. Miscellaneous.

(a) Notices.

(i) Must be in Writing. The parties shall give all notices, consents, and other communications under this Agreement in writing ("**Notice**") and addressed as follows:

To SITLA:

Utah School and Institutional Trust Lands Administration  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102  
Attention: Mineral Group

To Grantee:

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

- (ii) Method of Notification. Notices must be given by (a) established express delivery service that maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of the recipient's failure to provide a reasonable means for accomplishing delivery.
- (b) Entire Agreement. This Agreement, made for the exclusive benefit of the Grantee, and its approved successors and assigns, constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.
- (c) SITLA Regulations. This Agreement is governed by all regulations of SITLA and its successor agencies in existence as of the date of this Agreement and as they may be amended in the future.
- (d) Modifications or Amendments. No supplement, modification or amendment of this Agreement is binding unless executed in writing by all parties.
- (e) Assignment. Grantee may assign this Agreement with the prior written consent of SITLA, which consent SITLA may not unreasonably withhold, condition, or delay.
- (f) Counterparts. The parties may execute this Agreement in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.
- (g) Binding Effect. This Agreement is binding on and inures to the benefit of the parties to it and their respective legal representatives, successors, and assigns.

[remainder of page left intentionally blank]



**THIRSTY VALLEY SOLAR ENERGY  
LLC**

                    *L. Miner*                    

By (Print Name): Laura Miner

Title: Authorized Signatory

Date: March 18, 2022

STATE OF OREGON )

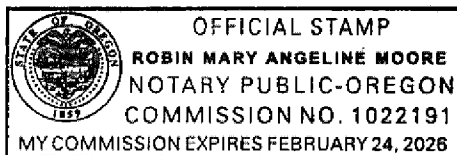
: ss.

COUNTY OF MULTNOMAH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March,  
2022, by Laura Miner, who executed the same on behalf of and in his/her  
capacity as Authorized Signatory of Thirsty Valley Solar Energy LLC.

*Robin Moore*  
Notary Public

Seal:



DocuSigned by:



**EXHIBIT A**  
To Mineral Withdrawal Agreement No. 94

**DESCRIPTION OF THE PROPERTY**

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The Property is located in Juab County, Utah and described as follows:

Township 11 South, Range 1 West, SLB&M  
Section 25: N½, Part of the SE¼ (less metes & bounds)  
Section 36: SW¼

Township 11 South, Range 1 West, SLB&M  
Being that part of the S½SW¼ Section 24, lying southerly of the following described line:

Commencing at the southwest corner of said Section 24; thence North 00°08'17" West, assumed bearing, along the West line of said southwest quarter, a distance of 506.14 feet to the southerly line of the property described in Special Warranty Deed recorded in Juab County, Utah, as Entry No. 00292577; thence North 88° 42'50" East, along said southerly line, a distance of 2667.67 feet to the EAST line of said southwest quarter, containing approximately 30.58 acres, more or less.

Township 11 South, Range 1 East, SLB&M  
Section 30: Lots 3 & 4,

Consisting of 748.75 acres, more or less.

**EXHIBIT B**

To Mineral Withdrawal Agreement No. 94

**SOLAR LEASES**

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1. Solar and Battery Storage Lease and Easement Agreement, by and between William Robert Burgess and Alexis Kay Burgess (JT) and Invenergy Solar Development North America LLC, a Delaware limited liability company, dated as of January 12, 2018, and evidenced by a memorandum thereof recorded on May 3, 2018, in Book 582, Page 383, as Entry No. 00287443, in Juab County, Utah.
2. Solar and Battery Storage Lease and Easement Agreement, by and between Christine W. Neilson and Chad P. Winn, Co-Successor Trustees of the Bertha N. Winn Trust Agreement dated March 5, 1979, as amended on October 1, 2017, and Invenergy Solar Development North America LLC, a Delaware limited liability company, dated as of November 1, 2017, and evidenced by a memorandum thereof recorded on January 11, 2018, in Book 580, Page 357, as Entry No. 00286231, in Juab County, Utah.
3. Solar and Battery Storage Lease and Easement Agreement, by and between Larry Carson, Manager, LSC Real Estate, LLC, and Thirsty Valley Solar Energy LLC, a Delaware limited liability company, dated as of August 16, 2018, and evidenced by a memorandum thereof recorded on November 14, 2018, in Book 585, Page 1940, as Entry No. 00289182, in Juab County, Utah.
4. Solar and Battery Storage Lease and Easement Agreement, by and between Sharon A. Michael, Trustee, Michael Family Trust dated July 1, 2002, and Invenergy Solar Development North America LLC, a Delaware limited liability company, dated as of May 18, 2018, and evidenced by a memorandum thereof recorded on August 20, 2018, in Book 584, Page 656, as Entry No. 00288419, in Juab County, Utah.



**EXHIBIT C**  
To Mineral Withdrawal Agreement No. 94

**PURCHASE AGREEMENTS**

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1. Land Option Purchase Agreement, by and between Orey and Lindsey Young (JT) and Invenergy Solar Development North America LLC, a Delaware limited liability company, dated as of February 5, 2018, and evidenced by a memorandum thereof recorded on July 16, 2018, in Book 583, Page 1203, as Entry No. 00288055, in Juab County, Utah.
2. Land Option Purchase Agreement, by and between Prisciliano Soto and Thirsty Valley Solar Energy LLC, a Delaware limited liability company, dated as of March 27, 2021, and evidenced by a memorandum recorded on May 4, 2021, in Book 608, Page 1920, as Entry No. 00300147, in Juab County, Utah.