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B: 1368 P: 450 Fee \$31.00

Debbie B. Johnson, Iron County Recorder - Page 1 of 8

02/14/2017 10:26:35 AM By: AMERICAN FIRST ESCROW & TITLE

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

THREE PEAKS POWER LLC
c/o Clenera, LLC
Attn: Tawna Spoor
P.O. Box 7128
Boise, ID 83707

APN: E-0064-0011-0000

E-0064-0012-0000

D-0433-0003-0000

(Space above this line for Recorder's use only)

THE UNDERSIGNED LESSEE(s) DECLARE(s);

DOCUMENTARY TRANSFER TAX is \$ _____ CITY TAX is \$ _____

___ computed on full value of property conveyed; or

___ computed on full value less value of liens or encumbrances remaining at time of sale.

___ Unincorporated area: ___ City of _____.

MEMORANDUM OF WATER USAGE AGREEMENT

THIS MEMORANDUM OF WATER USAGE AGREEMENT (this "Memorandum") is made and entered into as of November 3, 2016, by and between SOUTHERN UTAH SOLAR PROPERTY, LLC, a Utah limited liability company ("Landowner") and THREE PEAKS POWER, LLC, a Delaware limited liability company ("Developer"). Landowner and Developer are sometimes herein together referred to as the "Parties" and individually as a "Party".

RECITALS

A. Landowner and Developer are parties to that certain Water Usage Agreement dated of even date herewith (the "Water Agreement").

B. The Parties desire to enter into this Memorandum, which is to be recorded, in order that third parties may have notice of the interests of Developer in the Property under the Water Agreement. All capitalized terms, not otherwise defined herein, shall have the meanings set forth in the Water Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and Developer agree as follows:

1. **Agreement of the Parties.** For consideration and on the terms and conditions set forth in the Water Agreement, Landowner agrees to sell water to Developer and Landowner has granted an access easement to Developer over Landowner's property, which is more particularly described on Exhibit A attached to this Memorandum.

2. **Term of Agreement.** Developer has the right to purchase water from Landowner subject to the terms and conditions set forth in the Water Agreement. The term of the Water Agreement shall continue for the operational life of the Project unless earlier terminated in accordance with the terms of the Water Agreement.
3. **Memorandum.** This Memorandum does not set forth all of the terms and conditions set forth in the Water Agreement, and to the extent any conflict exists between this Memorandum and the Water Agreement, the Water Agreement shall control.


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 instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum on the respective dates set forth below, to be effective, however, as of the date set forth above.

LANDOWNER:

SOUTHERN UTAH SOLAR PROPERTY, LLC,
a Utah limited liability company


By: 
Name: Russell Reber
Title: Manager

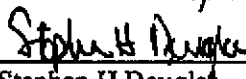
DEVELOPER:

THREE PEAKS POWER, LLC

By: CRE-Three Peaks Utah LLC,
its Manager

By: Centaurus Renewable Energy LLC,
its Manager


By: 
Name: Keith Holst
Title: Manager
Date: Jan 19, 2017

By: 
Name: Stephen H Douglas
Title: Manager
Date: 1-19-2017

IN WITNESS WHEREOF, the Parties have executed this Memorandum on the respective dates set forth below, to be effective, however, as of the date set forth above.

LANDOWNER:

SOUTHERN UTAH SOLAR PROPERTY, LLC,
a Utah limited liability company

By: 
Name: Russell Reber
Title: Manager

DEVELOPER:

THREE PEAKS POWER, LLC

By: CRE-Three Peaks Utah LLC,
its Manager

By: Centaurus Renewable Energy LLC,
its Manager

By: _____
Name: Keith Holst
Title: Manager
Date: _____

By: _____
Name: Stephen H Douglas
Title: Manager
Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF UTAH §
 §
COUNTY OF Iron §

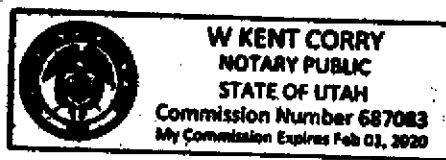
On November 3, 2016, before me, W. Kent Corry, a Notary Public, personally appeared Russell Reber, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as Manager of Southern Utah Solar Property, LLC, a Utah limited liability company, on behalf of said limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

W. Kent Corry
Signature of Notary Public



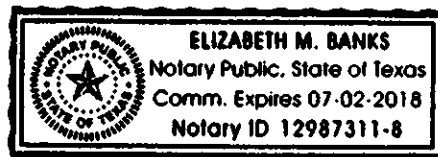
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Keith Holst acting in his capacity as Manager of Centaurus Renewable Energy LLC, the Manager of CRE-Three Peaks Utah LLC, the Manager of Three Peaks Power LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacities herein stated, and as the act and deed of such entities.

Given under my hand and seal of office this 19th day of January, 2017

(Seal)



Elizabeth M. Banks
Signature of Notary Public

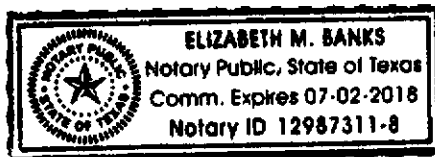
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Stephen H Douglas acting in his capacity as Manager of Centaurus Renewable Energy LLC, the Manager of CRE-Three Peaks Utah LLC, the sole Member and Manager of Three Peaks Power LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacities herein stated, and as the act and deed of such entities.

Given under my hand and seal of office this 19th day of January, 2017.

(Seal)



Elizabeth M. Banks
Signature of Notary Public

Exhibit A

MEMORANDUM OF WATER USAGE AGREEMENT
to

DESCRIPTION OF EASEMENT AREA

