

**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: Russell Reber  
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: Keith Holst  
Name: Keith Holst  
Title: Manager  
Date: Jan 19, 2017  
By: Stephen H Douglas  
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: Russell Reber  
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

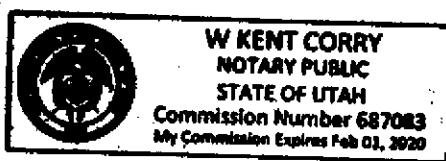
On November 3, 2016, before me, W. Kent Corry, a Notary Public, personally appeared Russell Reber, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity 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.

W. Kent Conroy  
Signature of Notary Public

(Seal)

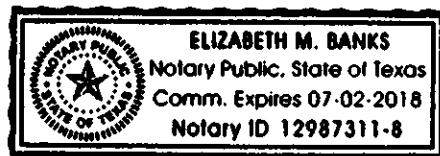


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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 19<sup>th</sup> day of January, 2016.



(Seal)

Elyzete M. Parker  
Signature of Notary Public

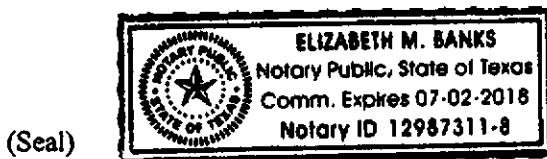
**Signature of Notary Public**

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 19<sup>th</sup> day of January, 2019.



Elizabeth M. Banks  
Signature of Notary Public

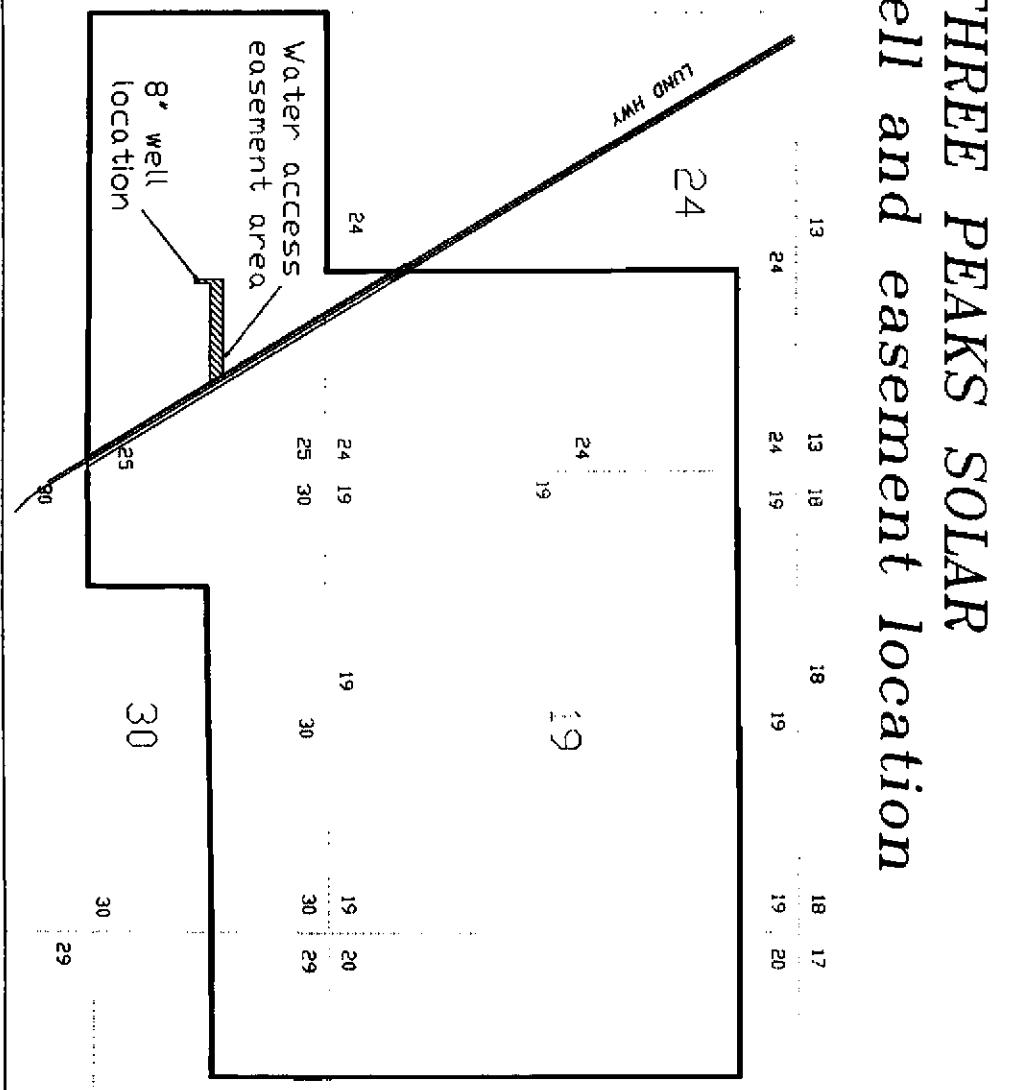
Signature of Notary Public

# THREE PEAKS SOLAR Water well and easement location

LOCATION  
IRON COUNTY, UTAH  
SECTIONS 24, 25, AND 36  
TMS, RTRW, SBRW  
SECTIONS 19, 20, 28, AND 30  
TMS, RTRW, SBRW

EROSIONED NEW PUMP EASEMENT

BEGINNING AT A POINT NOODOTTE ALONG THE SECTION LINE 1480.20 FEET, AND NEBR-S31E 3108.10 FEET FROM THE WEST QUARTER CORNER SECTION 25, T-25, RTRW, SBRW, SAID POINT BEING THE NORTHWEST CORNER OF A PUMP EASEMENT; RUNNING THENCE NORTHEAST ALONG THE NORTH SIDE OF SAID EASEMENT 1085.57 TO THE WEST R/W LINE OF LUND HIGHWAY (COUNTY ROAD); RUNNING THENCE S31385E ALONG SAID R/W 178.50 FEET; THENCE DEPARTING SAID R/W RUNNING WEST 1128.00 FEET; RUNNING THENCE SOUTH 182.74 FEET; THENCE WEST 50.00 FEET; RUNNING THENCE NORTH 312.95 FEET TO THE POINT OF BEGINNING.



## DESCRIPTION OF EASEMENT AREA

## MEMORANDUM OF WATER USAGE AGREEMENT

Exhibit A  
to