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Fee: \$40.00 Check Filed By: RO
KARLA MEDLEY, Recorder
CARBON COUNTY CORPORATION
For: RPLUS ENERGIES LLC

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B: 1596 P: 1743 Fee \$40.00
Carri R. Jeffries, Iron County Recorder - Page 1 of 6
02/24/2022 10:57:08 AM By: DORSEY & WHITNEY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Appaloosa Solar I, LLC
c/o rPlus Energies, LLC
201 S Main Street, Suite 2100
Salt Lake City, UT 84111

(Space Above For Recorder's Use)

**MODIFICATION OF MEMORANDUM OF OPTION AGREEMENT
FOR LEASE AND EASEMENT OVER REAL ESTATE**

**THIS MODIFICATION OF MEMORANDUM OF OPTION AGREEMENT
FOR LEASE AND EASEMENT OVER REAL ESTATE** (this "Modification") is dated as of November 16, 2021, by and between SOUTHERN UTAH SOLAR PROPERTY, LLC, a Utah limited liability company ("Optionor"), and APPALOOSA SOLAR I, LLC, a Utah limited liability company f/k/a Appaloosa Solar I, LLC, a Delaware limited liability company ("Optionee").

RECITALS

A. Optionee and Optionor have previously entered into an unrecorded Option Agreement for Lease and Easement over Real Estate dated effective November 22, 2016 (the "Option Agreement"), as amended by an unrecorded First Amendment to Option Agreement for Lease and Easement over Real Estate, dated November 17, 2017, which by its terms grants to Optionee an exclusive, irrevocable option to lease the land more particularly described on the attached Exhibit A-1 (the "Lease Property") and acquire an easement over the land more particularly described on the attached Exhibit A-2 and incorporated herein by this reference (the "Easement Property").

B. Optionee and Optionor provided record notice of the Option Agreement by executing a Memorandum of Option Agreement for Lease and Easement over Real Estate dated as of November 22, 2016, and recorded in the official records of Iron County, Utah, on November 30, 2016, as Entry No. 00691438, Bk 1362, Pg 283 (the "Memorandum").

C. Optionee and Optionor have entered into an unrecorded Second Amendment to Option Agreement for Lease and Easement over Real Estate of even date herewith (the "Second Amendment"), whereby Optionee and Optionor have agreed to a one-year extension of the Option Term.

D. Optionee and Optionor desire to execute, acknowledge and record this Modification for the purpose of providing constructive notice of the one-year extension of the Option Term, as provided by the Second Amendment.

E. Capitalized terms used but not otherwise defined in this Modification shall have the meanings assigned to them in the Option Agreement, as amended.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Optionee and Optionor provide record notice of the following:

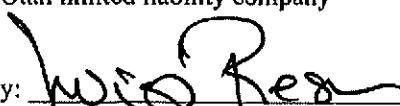
1. The Option Agreement, as amended, remains in full force and effect, with an effective date of November 22, 2016 (the "Effective Date").
2. The option to lease all or a portion of the Lease Property granted by the Optionor to the Optionee in the Option Agreement, and to acquire an easement over the Easement Property, has been extended for an additional one year, such that the Optionee may exercise the option to lease all or a portion of the Lease Property and to acquire an easement over the Easement Property at any time on or prior to the sixth (6th) anniversary of the Effective Date in the manner set forth in the Memorandum.
3. In the event of any conflict or inconsistency between the provisions of this Modification and the provisions of the Option Agreement, as amended, the provisions of the Option Agreement, as amended, shall control. Nothing in this Modification shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Option Agreement, as amended, or otherwise limit or expand the rights and obligations of the parties under the Option Agreement, as amended.
4. This Modification may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages follows]

IN WITNESS WHEREOF, Optionee has executed this Modification to be effective as of the date first set forth above.

OPTIONEE:

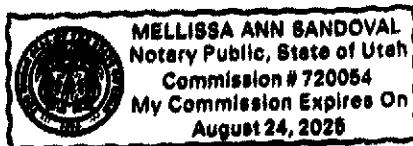
APPALOOSA SOLAR I, LLC
a Utah limited liability company

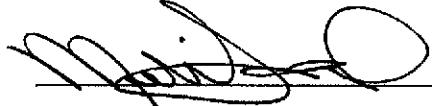
By: 
Name: Luigi Resta
Title: Authorized Signatory

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On this 16 day of May, in the year 2021, personally appeared before me Luigi Resta, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Authorized Signatory of Appaloosa Solar I, LLC and that said document was signed by him on behalf of said company, and said Luigi Resta acknowledged to me that said company executed the same.

Witness my hand and official seal.




Notary Public

*(Signature Page to Modification of Memorandum of Option Agreement
for Lease and Easement over Real Estate)*

IN WITNESS WHEREOF, Optionor has executed this Modification to be effective as of the date first set forth above.

OPTIONOR:

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

By: Russell Reber
Name: Russell Reber
Title: Manager

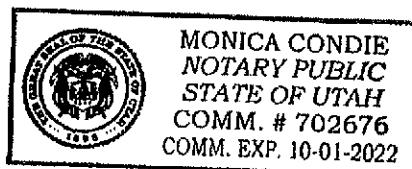
STATE OF Utah)
) ss.
COUNTY OF Iron)

On this 12th day of November in the year 2021, personally appeared before me Russell Reber, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Southern Utah Solar Property, LLC and that said document was signed by him on behalf of said company, and said Russell Reber acknowledged to me that said company executed the same.

Witness my hand and official seal.



Notary Public



*(Signature Page to Modification of Memorandum of Option Agreement
for Lease and Easement over Real Estate)*

EXHIBIT A-1

Description of the Lease Property

All that real property located in Iron County, Utah, more particularly described as follows:

BEGINNING AT A POINT N89°41'16"W 62.04 FEET AND N31°34'56"W ALONG THE EAST RIGHT-OF-WAY LINE OF LUND HIGHWAY 1852.00 FEET FROM THE EAST QUARTER CORNER SECTION 25 TOWNSHIP 34 SOUTH RANGE 12 WEST S.L.B.&M. THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N31°34'56"W 2412.89 FEET; THENCE N00°00'48"W 3673.05 FEET; THENCE S89°50'51"E 2298.65 FEET TO A POINT ON THE EAST SECTION LINE SECTION 24 SAID TOWNSHIP RANGE AND THE WEST SECTION LINE SECTION 19 TOWNSHIP 34 SOUTH RANGE 11 WEST S.L.B.&M THENCE ENTERING INTO SECTION 19 RUNNING N89°38'32"E 2733.32 FEET; THENCE S00°00'23"E 627.26 FEET; THENCE S44°51'53"W 90.43 FEET; THENCE S89°59'29"W 1295.86 FEET; THENCE S00°00'48"W 1548.32 FEET; THENCE S44°59'49"W 90.59 FEET; THENCE N89°59'00"W 646.12 FEET; THENCE S00°00'08"E 1387.52 FEET; THENCE S89°58'33"E 645.90 FEET; THENCE S45°01'36"E 90.75 FEET; THENCE S00°00'47"E 121.78 FEET; THENCE S45°01'21"W 90.25 FEET; THENCE S89°55'12"W 101.23 FEET; THENCE S65°52'22"W 120.00 FEET; THENCE S27°44'34"W 496.23 FEET; THENCE S00°03'22"W 1244.23 FEET; THENCE S89°50'03"W 1780.35 FEET; THENCE S63°17'58"W 134.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 429.38 ACRES.

D-0433-0004-0000

EXHIBIT A-2

Description of the Easement Property

All that real property located in Iron County, Utah, more particularly described as follows:

A strip of land approximately three hundred (300) feet wide which shall follow and generally parallel, as closely and for as long as is commercially practicable from an engineering, construction feasibility and cost perspective, the easement area described in that certain Transmission and Access Easement Agreement by and between Optionor and Three Peaks Power, LLC dated the 22nd day of January, 2016, and recorded in the Records on April 7, 2016 at Book 1340, Page 580, as Instrument No. 00681875, and that crosses and affects that real property located in Iron County, Utah, more particularly described as follows:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., RUNNING THENCE N00°00'11"E ALONG THE WEST SECTION LINE, SAID SECTION 25, 1998.17 FEET; THENCE DEPARTING SAID WEST SECTION LINE RUNNING S89°49'43"E 1650.00 FEET; THENCE N00°00'11"E 660.00 FEET TO A POINT ON THE NORTH LINE SAID SECTION 25; RUNNING THENCE S89°49'43"E ALONG SAID NORTH LINE 1005.23 FEET TO THE NORTH QUARTER CORNER; THENCE CONTINUING ALONG SAID NORTH LINE RUNNING S89°35'00"E 829.32 FEET TO THE WEST RIGHT-OF-WAY LINE OF LUND HIGHWAY; THENCE S31°34'56"E ALONG SAID WEST LINE LUND ROAD 1568.50 FEET SAID POINT BEING ON SAID WEST LINE AND THE CENTERLINE OF A 66.00 FEET ROAD; RUNNING THENCE WEST ALONG SAID CENTERLINE 2335.67 FEET; THENCE DEPARTING SAID CENTERLINE ROAD RUNNING S56°25'23"W 2365.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 124.74 ACRES, RESERVING AN EASEMENT OVER A PORTION OF SAID PROPERTY FOR A POWER TRANSMISSION LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT N00°00'11"E ALONG THE SECTION LINE 106.84 FEET FROM THE WEST QUARTER CORNER SECTION 25, T34S, R12W, S.L.B.&M. THENCE CONTINUING ALONG THE SECTION LINE N00°00'11"E 301.85 FEET; THENCE N55°55'11"E 1930.44 FEET; THENCE N89°59'31"E 2737.65 FEET; THENCE S31°32'27"E 176.45 FEET; THENCE S90°00'00"W 2605.52 FEET; THENCE S55°55'11"W 2201.43 FEET TO THE POINT OF BEGINNING.
E-0064-0014-0000

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., RUNNING THENCE N56°25'23"E 2365.07 FEET TO A POINT ON A 100.00 FOOT RADIUS CUL-DA-SAC; THENCE DEPARTING SAID CUL-DA-SAC RUNNING N90°00'00"E ALONG THE CENTERLINE OF A 66.00 FOOT ROAD 2335.67 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LUND HIGHWAY; THENCE DEPARTING SAID 66.00 FOOT ROAD RUNNING S31°34'56"E ALONG THE WEST LINE OF LUND ROAD 1568.23 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE SAID SECTION 25; THENCE DEPARTING SAID WEST LINE RUNNING N89°41'16"W ALONG SAID QUARTER SECTION LINE 5127.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 113.43 ACRES.
E-0064-0013-0000