

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Appaloosa Solar I, LLC
201 S. Main Street, Suite 2100
Salt Lake City, UT 84111
Attn: Luigi Resta

**FIRST AMENDMENT TO TRANSMISSION
AND ACCESS EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO TRANSMISSION AND ACCESS EASEMENT AGREEMENT (this "**Amendment**") is made as of September 14, 2022, by and between **THREE PEAKS OASIS, LLC**, a Utah limited liability company ("**Grantor**") and **APPALOOSA SOLAR I, LLC**, a Utah limited liability company ("**Grantee**"). Grantor and Grantee are sometimes referred to in this Amendment each individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Grantor and Grantee entered into that certain Transmission and Access Easement Agreement dated May 23, 2022 (the "**Agreement**") covering those lands described in Exhibit A attached hereto and made a part hereof (the "**Easement Area**"), which Agreement was recorded on May 23, 2022, as Entry No. 00791777, in Book 1609, Page 1607 in the official land records of Iron County, Utah; and

WHEREAS, Grantor and Grantee mutually desire to amend the Agreement on the terms and conditions set forth herein.

AGREEMENT

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, Grantor and Grantee hereby agree that the Agreement shall be amended as follows:

1. Defined terms used herein but not otherwise defined herein have the same meanings ascribed to them in the Agreement.
2. Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Grantor's Right to Use the Property without Interfering." The Parties acknowledge that the Easement Area is included within an area of land comprising approximately 43.93 acres that are subject to that certain Conditional Use Permit granted on May 9, 2019 by the Iron County Planning Commission in favor of Southern Utah Solar Property, LLC (predecessor in interest to the Grantor as to the interest in the Easement Area and other lands), first recorded in the Records on May 9, 2019, as Entry No. 00727980, at Book 1443, Page 1062, and subsequently amended and restated on May 6, 2021 and recorded in the Records again on May 24, 2021, as Entry No. 00769606, at Book 1552, Page 1102, and subsequently further amended and restated on October 7, 2021 and recorded in the Records

again on October 19, 2021, as Entry No. 00779694, at Book 1578, Page 1000 (as so amended and recorded each time, and as it may be amended hereafter from time to time, the "**Oasis CUP**"). The Oasis CUP authorizes the development, construction, and operation of a "Water Park Facility (swimming, water slide, catapult with tower, etc.) and ATV Racetrack with special recreational events and ancillary or accessory uses and facilities.... [and] construction and use of a Travel Trailer Park (RV Park)..." (as existing on or conducted as of the Effective Date, or as may be subsequently developed and constructed, the "**Recreation Facilities**"). Grantor (a) represents and warrants that neither the Recreation Facilities nor any other use of the Property by Grantor shall interfere with Grantee's use of the Easement Area for the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Transmission Facilities, (b) covenants and agrees that it shall not modify, alter, or expand the Recreation Facilities or any uses permitted by the Oasis CUP in any manner that would encroach upon or otherwise interfere with Grantee's use of the Easement Area under this Agreement or with any of Grantee's Transmission Facilities, and (c) acknowledges and agrees that Grantor and any assigns or successors in interest to the Property, the Oasis CUP or the Recreation Facilities shall be estopped from objecting to the location, construction, replacement, operation, maintenance or use of the Transmission Facilities, wherever located within the Easement Area, as an encroachment on or interference with the Oasis CUP, the Recreation Facilities or the conduct of business thereunder. Without limiting the generality of the foregoing, without the express written consent of Grantee, (i) Grantor shall not undertake or allow any digging, tunneling or other form of construction activity in the Property which would disturb or damage or make attachments to the Transmission Facilities, unearth, obstruct or interfere with the operation and use of the Transmission Facilities or endanger the lateral support to the Easement Area or Transmission Facilities, and (ii) Grantor shall not grant other persons easement rights in the Property or other property owned by Grantor if such easement rights shall in any way interfere with the easement rights granted Grantee under this Agreement. Subject to the foregoing limitations, Grantor's retained rights of use specifically include, but are not limited to, the rights to use the Property for parking, driving and racing off road vehicles, camping, concerts, and other outdoor recreational events to the extent such activities are conducted in areas that are compatible with the locations, uses and safety clearances necessary for the Transmission Facilities and related improvements on the Property applying prudent electric utility practices. Moreover, Grantor and its assigns shall retain all rights to film and photograph their uses and activities on and about the Property, and to publish such films and photographs, without any limitation or without Grantee having any expectation of privacy, whether or not any of Grantee's uses or improvements are also visible in such images."

3. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will control. The Parties agree that the Agreement is in full force and effect, as amended hereby and the Parties hereby ratify and reaffirm the Agreement and agree to be bound by the Agreement.

4. The execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of the Parties, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

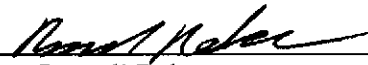
5. This Amendment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, acting through and by their duly authorized signatories, have executed this Amendment as of the day and year first written above.

GRANTOR:

THREE PEAKS OASIS, LLC,
a Utah limited liability company

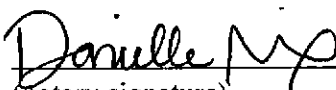
By: 
Name: Russell Reber
Title: Manager

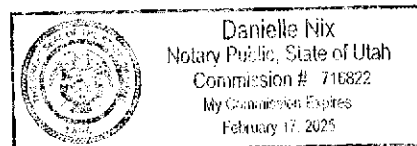
ACKNOWLEDGMENT

State of Utah)
County of Iron)

On this 8th day of September, in the year 2022, before me the undersigned Notary Public in and for said State, personally appeared Russell Reber, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


(notary signature)
Residing at: Cedar City, UT
My commission expires: 2-17-2025



*Signature Page to First Amendment to Transmission
And Access Easement Agreement*

IN WITNESS WHEREOF, the parties hereto, acting through and by their duly authorized signatories, have executed this Amendment as of the day and year first written above.

GRANTEE:

APPALOOSA SOLAR I, LLC,
a Utah limited liability company

By: Luigi Resta
Name: Luigi Resta
Title: Authorized Signatory

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake)

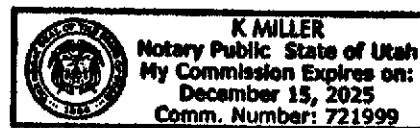
On this 14th day of September, in the year 2022, before me the undersigned Notary Public in and for said State, personally appeared Luigi Resta, known or identified to me to be the Authorized Signatory of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

K Miller
(notary signature)

Residing at:

My commission expires:



*Signature Page to First Amendment to Transmission
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EXHIBIT A

Description of the Easement Area

A strip of land in Iron County, Utah described as follows:

BEGINNING AT A POINT NORTH 00°00'11" EAST ALONG THE SECTION LINE 408.70 FEET AND NORTH 55°55'11" EAST 60.37 FEET FROM THE WEST QUARTER CORNER SECTION 25, TOWNSHIP 34 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 00°00'11" EAST 181.11 FEET; THENCE RUNNING NORTH 55°55'11" EAST 1814.54 FEET; THENCE NORTH 89°59'31" EAST 2348.62 FEET; THENCE NORTH 83°01'06" EAST 187.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LUND HIGHWAY; RUNNING THENCE SOUTH 31°34'56" EAST ALONG SAID WEST LINE 202.77 FEET; THENCE DEPARTING SAID WEST LINE RUNNING SOUTH 89°59'31" WEST 2594.84 FEET; THENCE SOUTH 55°55'11" WEST 1870.07 FEET TO THE POINT OF BEGINNING. CONTAINING 15.25 ACRES.

A.P.N. E-0064-0013-0000

Grantor acknowledges and agrees that Grantee shall have the right to locate and construct the Transmission Facilities anywhere within the above-described strip of land, in its sole discretion, which location, Grantor acknowledges and agrees, may take into account soil and geological conditions, impediments created by the terrain or topography and any other conditions affecting the feasibility or cost of the construction or the efficient operation and use of the Transmission Facilities.

Exhibit A