

230004378

After recording, return to:

Invenergy Solar Project Development LLC  
One South Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
Attn: Land Administration

Tax ID: 149790031  
Consideration: \$0.00

**FIRST AMENDMENT TO MEMORANDUM OF LAND OPTION PURCHASE  
AGREEMENT**

THIS FIRST AMENDMENT TO MEMORANDUM OF LAND OPTION PURCHASE AGREEMENT (this "Amendment") is made, dated as of November 16, 2023, by ANTHONY O. JONES, whose address is 210 Falcon Rd, Martinsville, VA 241121 (collectively, together with their successors, assigns and heirs, "Grantor"), to be indexed as grantor, and ROCKY FORD SOLAR ENERGY LLC, a Delaware limited liability company, whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606 (together with its transferees, successors and assigns, "Grantee"), to be indexed as grantee, and in connection herewith, Grantor and Grantee agree, covenant and contract as set forth in this Amendment.

**WITNESSETH:**

WHEREAS, Grantee and Grantor are parties to that certain Land Option Purchase Agreement, dated as of November 18, 2020 (the "Option Agreement"), as evidenced by that certain Memorandum of Land Option Purchase Agreement, dated as of November 18, 2020, recorded February 12, 2021 as Instrument No. 210000648 in the records of Henry County, Virginia, as modified by that certain Assignment and Assumption Agreement by and between Invenergy Solar Project Development LLC, a Delaware limited liability company, as assignor, and Grantee, as assignee, dated October 14, 2021, recorded October 17, 2021, as Instrument No. 210004637 in the records of Henry County, Virginia (the "Memorandum of Option", and with the Option Agreement, collectively, the "Agreement"), as such property is more particularly described in Exhibit A attached hereto;

WHEREAS, Grantee and Grantor desire to amend the Agreement on the terms and conditions as provided below.

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

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Legal Description.** Exhibit B-1 to the Memorandum of Option is hereby deleted in its entirety and replaced with the legal description set forth on Exhibit A attached hereto.
3. **Incorporation of Option Agreement.** The provisions of the Agreement are incorporated into this Amendment as if set out in full. Under the terms of the Agreement, which is in full force and effect, Grantee has the exclusive option to purchase the property set forth on Exhibit A (the "Property") attached hereto from Grantor for the price specified therein. The Agreement expires no later than November 18, 2025, including rights to extend, although the closing of the purchase of the Property may occur within sixty (60) days after such date. If a deed from Grantor to Grantee has not been recorded by November 18, 2025, then this Amendment shall be null and void and of no further force and effect. This Amendment may also be terminated of record by the recording of a quitclaim deed or other instrument evidencing such termination signed by Grantor and Grantee and recorded in the Henry County Registry.
4. **Defined Terms.** All capitalized terms which are used but not defined in this Amendment will have the same respective meaning designated for such terms in the Agreement.
5. **Ratification.** Except as set forth in this Amendment, all of the terms, covenants, and conditions of the Agreement and all the rights and obligations of Grantor and Grantee thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised or changed.
6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.
7. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon Grantor and Grantee and, to the extent provided in any assignment or other transfer permitted under the Agreement, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
8. **Option to Run with the Land.** This Amendment shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

[Signature pages to follow]

GRANTOR:


  
ANTHONY O. JONES

STATE OF Pennsylvania  
COUNTY OF Beaver )ss

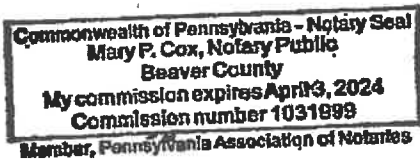
This record was acknowledged before me on November 22, 2023, by ANTHONY O. JONES, who executed and acknowledged said instrument for the purposes therein expressed.

My Commission Expires:

April 03, 2024  
[SEAL]

  
Notary Public in and for said County and  
State

Print Name: Mary P. Cox



**GRANTEE:**

ROCKY FORD SOLAR ENERGY LLC,  
a Delaware limited liability company

By: [Signature]  
Printed Name: Michael Kaplan  
Title: Vice President

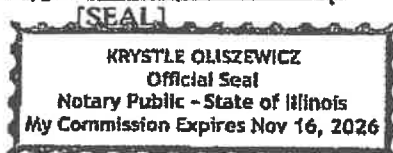
STATE OF ILLINOIS       )  
                                      )  
COUNTY OF COOK       )

Be it remembered that on this 16<sup>th</sup> day of November 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Kaplan, to me personally known, who being by me duly sworn did say that he/she is the Vice President of ROCKY FORD SOLAR ENERGY LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said ROCKY FORD SOLAR ENERGY LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

Nov 16, 2026



[Signature]  
Notary Public in and for said County and State

Print Name: Krystle  
Oliszewicz  
Oliszewicz

## Exhibit A

### Legal Description

ALL that certain tract or parcel of land and the improvements thereunto belonging situated off the South side of Eagle Road, in the Iriswood District of Henry County, Virginia, and being known and designated as Tract 12, containing 4.40 acres, shown on "Map No. 3 - Plat of Survey Showing 213.57, more or less, Acre Tract - State Road No. 648 for Mill Pond, Inc.", prepared by E. L. Wilmarth, Land Surveyor, dated September 1, 1987, and revised February 23, 1988, and recorded April 1, 1988, in the Henry County Circuit Court Clerk's Office, in Map Book 82, Page 1918; also shown on Plat of Survey for Ramsey R. Scales and Phyllis A. Scales, dated June 6, 1991, prepared by Lawrence W. Cockram, LLC, and of record in Map Book 84, Page 562, in the aforesaid Clerk's Office.

INSTRUMENT 230004378  
RECORDED IN THE CLERK'S OFFICE OF  
HENRY COUNTY CIRCUIT COURT ON  
NOVEMBER 29, 2023 AT 04:39 PM  
JENNIFER R. ASHWORTH, CLERK  
RECORDED BY: RAM

# **NOTES**

THIS PLAT REPRESENTS A CURRENT SURVEY BY LAWRENCE W. COCKHAM

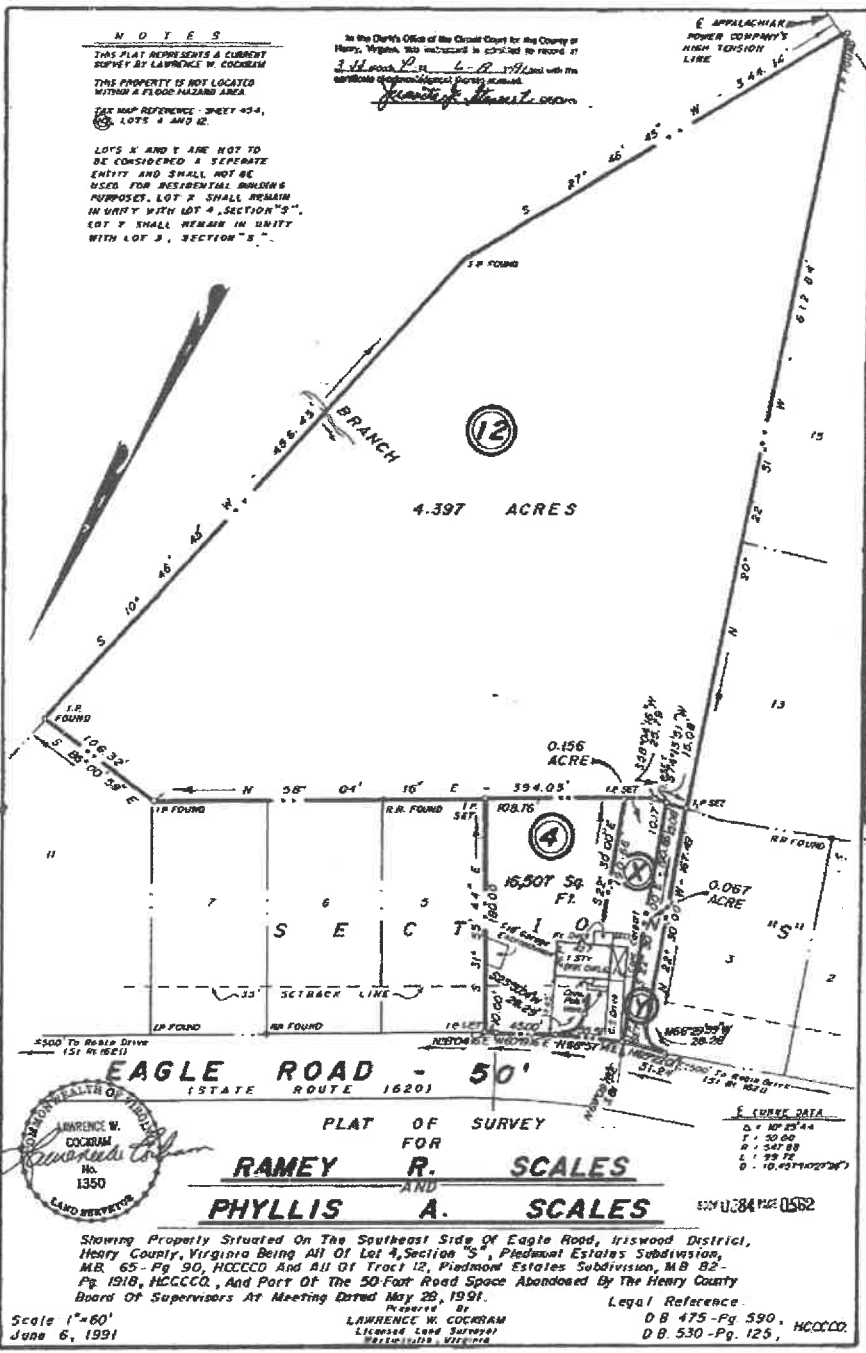
THE PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA

TAX MAP REFERENCE - SHEET 45-A, LOTS 4 AND 12.

LOTS 4 AND 12 ARE NOT TO BE CONSIDERED A SEPARATE ENTITY AND SHALL NOT BE USED FOR RESIDENTIAL BUILDING PURPOSES. LOT 4 SHALL REMAIN IN UNITY WITH LOT 12, SECTION "S". LOT 12 SHALL REMAIN IN UNITY WITH LOT 4, SECTION "S".

In the Clerk's Office of the Circuit Court for the County of Henry, Virginia, this instrument is recorded to record at 3:44 PM on 6/6/91 with the certificate of the Clerk of the Circuit Court.

E. APPALACHIAN POWER COMPANY'S HIGH TENSION LINE



LAWRENCE W. COCKHAM  
No. 1350  
LAND SURVEYOR

PLAT OF SURVEY  
FOR  
**RAMEY R. SCALES**  
AND  
**PHYLLIS A. SCALES**

E. CURVE DATA  
D = 107.2544  
T = 30.00  
R = 347.88  
L = 39.75  
C = 10.00000000

Showing Property Situated On The Southeast Side Of Eagle Road, Iriswood District, Henry County, Virginia Being All Of Lot 4, Section "S", Piedmont Estates Subdivision, MB 65 - Pg 90, HCCCOO And All Of Tract 12, Piedmont Estates Subdivision, MB 82 - Pg 191B, HCCCOO, And Port Of The 50 Foot Road Space Abandoned By The Henry County Board Of Supervisors At Meeting Dated May 28, 1991.

Scale 1"=60'  
June 6, 1991

Prepared By  
LAWRENCE W. COCKHAM  
Licensed Land Surveyor  
HARRISONBURG, VIRGINIA

Legal Reference  
DB 475 - Pg. 590, HCCCOO.  
DB 530 - Pg. 125, HCCCOO.

54/562

210000648

**Memorandum of Land Option Purchase Agreement**

**Consideration: \$35,000**

**Drawn By & Return To: ATTN: Land Administration, Invenergy LLC, One South Wacker Drive, Suite 1800, Chicago, IL 60606**

**MEMORANDUM OF LAND OPTION PURCHASE AGREEMENT**

This instrument memorializes the fact that Invenergy Solar Project Development LLC, a Delaware limited liability company located at One South Wacker Drive, Suite 1900, Chicago, Illinois 60606 ("Invenergy"), and Anthony O Jones, having an address at 210 FALCON RD MARTINSVILLE VA 241121 ("Grantor"), have entered into that certain Land Option Purchase Agreement dated as of November 18, 2020 (the "Agreement") concerning the real property in the City of \_\_\_\_\_ County of Henry, State of Virginia described in Exhibit B-1 attached hereto (the "Property").

Under the terms of the Agreement, which is in full force and effect, Invenergy has the exclusive option to purchase the Property from Grantor for the price specified therein. The Agreement expires no later than forty-eight (48) months from the Agreement date specified above, including rights to extend, although the closing of the purchase of the Property may occur within sixty (60) days after such date. If a deed from Grantor to Invenergy has not been recorded by Nov 18, 2024, then this Memorandum of Land Option Purchase Agreement shall be null and void and of no further force and effect. This Memorandum of Land Option Purchase Agreement may also be terminated of record by the recording of a quitclaim deed or other instrument evidencing such termination signed by Grantor and Invenergy and recorded in the Henry County Registry.

[signature page follows]

210000648

**INVENERGY:**

INVENERGY SOLAR PROJECT  
DEVELOPMENT LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Michael Baird*

**Michael Baird**

**Vice President**

**GRANTOR:**

Anthony O Jones, Individual

*Anthony O Jones*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Anthony O Jones**

**Owner**

State of ILLINOIS )

County of COOK )

On Jan. 20, 2021 before me, Nhu Trinh, Notary Public, personally appeared Michael Baird, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Nhu Trinh*

Signature of Notary Public





210000648

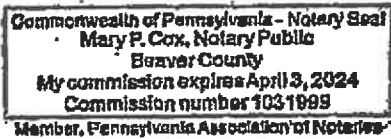
~~State of Virginia~~ <sup>Pennsylvania</sup>  
~~County of Henry~~ <sup>Beaver</sup>

On 11/18/2024 before me, Mary P. Cox, Notary Public, personally appeared Anthony O. Jones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Mary P. Cox  
Signature of Notary Public



**EXHIBIT B-1  
TO  
MEMORANDUM OF LAND OPTION PURCHASE AGREEMENT**

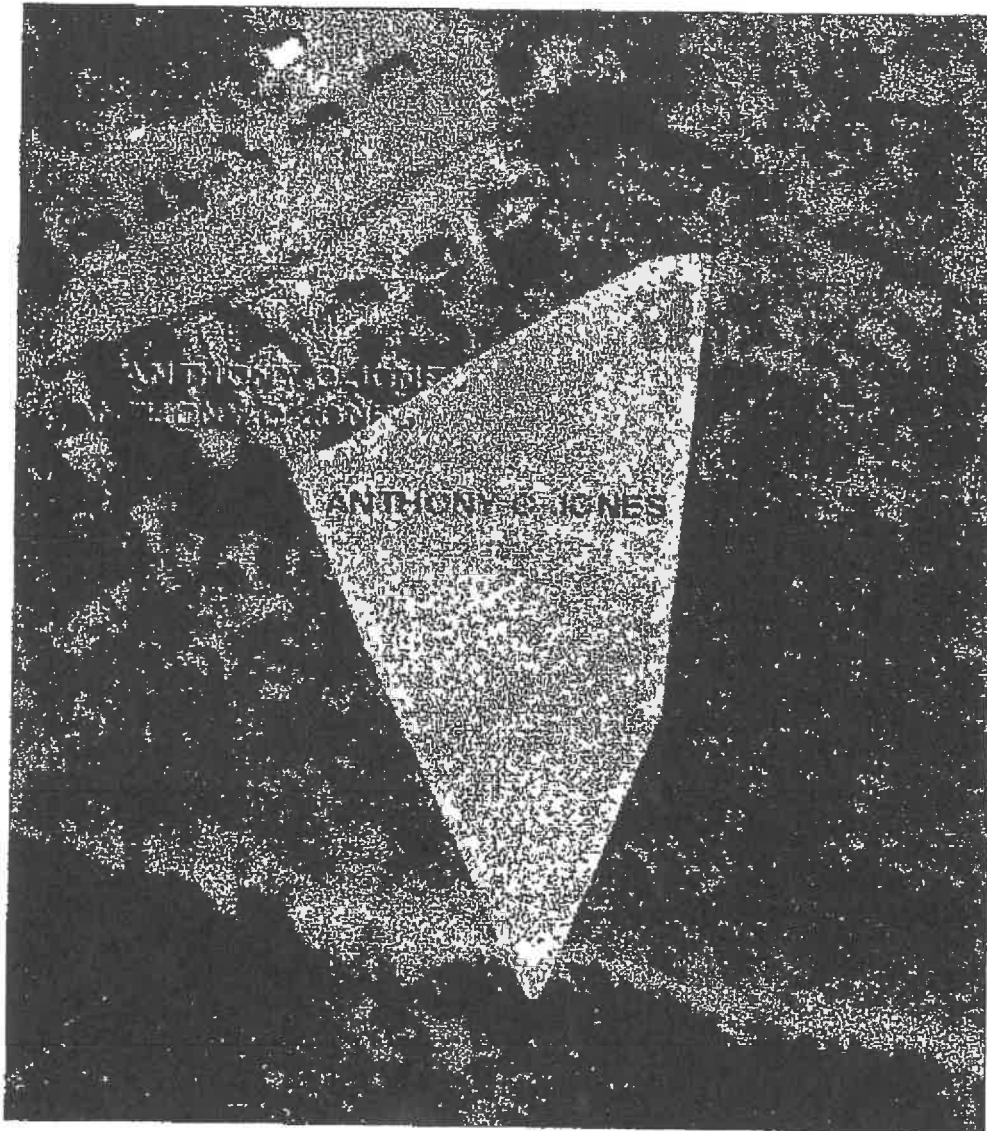
### Description of Property

Parcel Number	Map Routing	Description	Acre
149790031		ST RD 648 LOT 12 MILL POND INC	4.4
<b>TOTAL:</b>			<b>4.4</b>

### Intended Purchase Area

**Area TBD – Map to be included below**

210000648



INSTRUMENT 210000648  
RECORDED IN THE CLERK'S OFFICE OF  
HENRY COUNTY CIRCUIT COURT ON  
FEBRUARY 12, 2021 AT 02:00 PM  
JENNIFER R. ASHWORTH, CLERK  
RECORDED BY: TXP

210004637

**THIS DOCUMENT WAS PREPARED BY:**

Dave Sargent, Esq.  
Invenergy LLC  
1 S. Wacker Dr., Suite 1800  
Chicago, IL 60606

**AFTER RECORDING RETURN TO:**

Rocky Ford Solar Energy LLC  
Attn: Land Administration  
1 S. Wacker Dr., Suite 1800  
Chicago, IL 60606

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is made as of October 14<sup>th</sup>, 2021, by **INVENERGY SOLAR PROJECT DEVELOPMENT LLC**, a Delaware limited liability company ("Assignor") and **ROCKY FORD SOLAR ENERGY LLC**, a Delaware limited liability company ("Assignee").

**RECITALS**

A. Assignor is party to that certain agreement listed on Exhibit A (the "Agreement") encumbering certain real property in Henry County, Virginia legally described on Exhibit B (the "Property") pursuant to which Assignor has certain rights and obligations.

B. In accordance with the terms hereof, the parties desire that Assignor assign all of its rights under the Agreement to Assignee and that Assignee assume all of the obligations of Assignor as more particularly set forth herein.

**NOW, THEREFORE**, for consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Conveyance and Assignment. Effective as of the date hereof, Assignor hereby

irrevocably assigns and conveys to Assignee, all right, title and interest of Assignor in and to the Agreement described on Exhibit A.

2. Acceptance and Assumption. Assignee hereby irrevocably accepts the foregoing assignment of the Agreement and agrees to perform and discharge and assume all of the obligations of Assignor under the Agreement.

3. Governing Law. The provisions of this Assignment shall be governed by and construed under the laws of the State of Virginia (without giving effect to its principles of conflict of laws).

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures are on next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed by their respective representatives thereunto duly authorized, all as of the day and year first above written.

**ASSIGNOR**

**INVENERGY SOLAR PROJECT DEVELOPMENT LLC,**  
a Delaware limited liability company

By: [Signature]

Name: Michael Baird

Title: Vice President

**ACKNOWLEDGMENT OF ASSIGNOR**

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2021, by Michael Baird, the Vice President of INVENERGY SOLAR PROJECT DEVELOPMENT LLC, a Delaware limited liability company.

(S E A L)

Name: [Signature]  
Notary Public, State of Illinois  
My Commission Expires: 2/19/25



**ASSIGNEE**

**ROCKY FORD SOLAR ENERGY LLC,**  
a Delaware limited liability company

By: [Signature]

Name: Michael Baird

Title: Vice President

**ACKNOWLEDGMENT OF ASSIGNEE**

STATE OF Illinois )

) SS.

COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2021, by Michael Baird, the Vice President of ROCKY FORD SOLAR ENERGY LLC, a Delaware limited liability company.

(S E A L)

Name: [Signature]

Notary Public, State of Illinois

My Commission Expires: 2/19/25



## **EXHIBIT A:**

### **Agreement**

#### **D.M. Robertson III (SVABLF0001)**

Deed of Solar Lease and Easement Agreement dated February 28, 2019 between D.M. Robertson III and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Deed of Solar Lease And Easement Agreement recorded in the Henry County, Virginia Register of Deeds on August 19, 2019 as Instrument #190002881.

#### **D.M. Robertson III (SVABLF0002)**

Deed of Solar Lease and Easement Agreement dated February 28, 2019 between D.M. Robertson III and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Deed of Solar Lease And Easement Agreement recorded in the Henry County, Virginia Register of Deeds on August 12, 2019 as Instrument #190002757; as amended by that First Amendment to Deed of Solar Lease and Easement Agreement dated September 1, 2021 by and between D.M. Robertson III, Patricia Lee Robertson, Raleigh Jackson Robertson, Jr., and Megan Elise Taylor, recorded on October 13, 2021 in the Henry County, Virginia Register of Deeds as Instrument #210004565.

#### **Edwin D. & Carolyn D. Robertson (SVABLE0003)**

Deed of Solar Lease and Easement Agreement dated February 28, 2019 between Edwin D. & Carolyn D. Robertson and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Deed of Solar Lease And Easement Agreement recorded in the Henry County, Virginia Register of Deeds on August 12, 2019 as Instrument #190002758.

#### **Gordon Wesley Robertson (SVABLF0004)**

Deed of Solar Lease and Easement Agreement dated February 28, 2019 between Gordon Wesley Robertson and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Deed of Solar Lease And Easement Agreement recorded in the Henry County, Virginia Register of Deeds on August 09, 2019 as Instrument #190002734.

#### **Sandy River Farms, Inc. (SVABLE0005)**

Deed of Solar Lease and Easement Agreement dated October 21, 2020 between Sandy River Farms, Inc. and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Deed of Solar Lease And Easement Agreement recorded in the Henry County, Virginia Register of Deeds on November 10, 2020 as Instrument



#200003994.

**Anthony O. Jones (SVABLF0006)**

Land Option Purchase Agreement dated November 18, 2020 between Anthony O. Jones and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Land Option Purchase Agreement recorded in the Henry County, Virginia Register of Deeds on February 12, 2021 as Instrument #210000648.

**Tarsha L. Preston and Frances A. Kisee (SVABLF0007)**

Transmission Easement Agreement dated December 19, 2020 between Tarsha L. Preston and Frances A. Kisee and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Transmission Easement Agreement recorded in the Henry County, Virginia Register of Deeds on February 12, 2021 as Instrument #210000649.

**David W. Keen and Gloria T. Keen, husband & wife (SVABLF0008)**

Transmission Easement Agreement dated December 14, 2020 between David W. Keen and Gloria T. Keen, husband & wife and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Transmission Easement Agreement recorded in the Henry County, Virginia Register of Deeds on February 12, 2021 as Instrument #210000650.

**Mill Pond, Inc. (SVABLF0009)**

Transmission Easement Agreement dated February 25, 2021 between Mill Pond, Inc., and Invenergy Solar Development LLC, as further evidenced by that Memorandum of Transmission Easement Agreement recorded in the Henry County, Virginia Register of Deeds on March 4, 2021 as Instrument #210000934; corrected by that Affidavit of Scrivener's Error recorded in the Henry County, Virginia Register of Deeds on October 15, 2021 as Instrument #210004614.

**Charles E. Vires. II (SVABLF0010)**

Transmission Easement Agreement dated June 7, 2021 between Charles E. Vires. II and Invenergy Solar Project Development LLC, as further evidenced by that Memorandum of Transmission Easement Agreement recorded in the Henry County, Virginia Register of Deeds on June 21, 2021 as Instrument #210002790.

**EXHIBIT B****Property****D.M. Robertson III (SVABLF0001)****Description of the Property**

<b>PIN</b>	<b>Map Number</b>	<b>County</b>	<b>State</b>	<b>Acreage</b>
190270001	46.1(001)000/007X	Henry	VA	63.71
			<b>Total</b>	<b>63.71</b>

**D.M. Robertson III (SVABLF0002)****Description of the Property**

<b>PIN</b>	<b>Map Number</b>	<b>County</b>	<b>State</b>	<b>Legal Description</b>	<b>Acreage</b>
190270002	45.3(000)000/079	Henry	VA	Warehouse	74.56
190270004	45.3(000)000/079A	Henry	VA	ST RT 647	9.22
				<b>Total</b>	<b>83.78</b>

**Edwin D. & Carolyn D. Robertson (SVABLF0003)****Description of the Property**

<b>PIN</b>	<b>Map Number</b>	<b>County</b>	<b>State</b>	<b>Acreage</b>
189700001	46.1(000)000/007A	Henry	VA	95
903490002	34.7(000)000/024	Henry	VA	88.5
903490003	34.7(000)000/025.25A,26	Henry	VA	209.09
			<b>Total</b>	<b>392.59</b>

**Gordon Wesley Robertson (SVABLF0004)****Description of the Property**

<b>PIN</b>	<b>Map Number</b>	<b>County</b>	<b>State</b>	<b>Acreage</b>
190370001	46.1(000)000/005	Henry	VA	51.8
			<b>Total</b>	<b>51.8</b>

**Gordon Wesley Robertson (SVABLF0005)**

**Description of the Property**

<b>PIN</b>	<b>Map Number</b>	<b>County</b>	<b>State</b>	<b>Acreage</b>
That portion of parcel 19327000 lying in Henry County	That portion of parcel 46.1 (000)000/004 lying in Henry County	Henry	VA	772
			<b>Total</b>	<b>772</b>

**Anthony O Jones (SVABLF0006)**

**Description of the Property**

<b>PIN</b>	<b>Map description</b>	<b>County</b>	<b>State</b>	<b>Acreage</b>
149790031	STRD 648 LOT 12 MILL POND INC	Henry	VA	4.4
			<b>Total</b>	<b>4.4</b>

**Tarsha L. Preston and Frances A. Kissee (SVABLF0007)**

**Description of the Property**

<b>PIN</b>	<b>County</b>	<b>Owner Deed</b>	<b>Map Number</b>	<b>Acreage</b>
188550009	Henry	L0200/04845	45.3(020)000/005	5
			<b>Total</b>	<b>5</b>

**David W. Keen and Gloria T. Keen, husband & wife (SVABLF0008)**

**Description of the Property**

<b>Parcel Number</b>	<b>County</b>	<b>Owner Deed</b>	<b>Map Number</b>	<b>Acreage</b>
188550018	Henry	L0400/00580	45.3(020)000/002	5
			<b>Total</b>	<b>5</b>

Legal Description:  
MOUNTAIN SCENE ACRES TRACT 2

**Mill Pond, Inc. (SVABLF0009)**

**Description of the Property**

<b>PIN</b>	<b>Deed Book/Page</b>	<b>Legal Description</b>	<b>County</b>	<b>State</b>	<b>Acreage</b>
188550017	L0300/05251	TOMMY CARTER RD TRACT 6 PARCEL R	Henry	VA	12
149790018	489/704	ST RT 914 TRACT B	Henry	VA	534
149790000	211/835	NR STOCKTON	Henry	VA	446
149790030	211/835	ST RD 648 LOT 11 MILL POND INC	Henry	VA	18
			<b>TOTAL:</b>		<b>1,010</b>

**Charles E. Vires. II (SVABLF0010)**

**Description of the Property**

<b>Parcel Number</b>	<b>County</b>	<b>Owner Deed</b>	<b>Map Number</b>	<b>Acreage</b>
021980000	Henry	L1900/01641	45.3(000)000/083	77.62
			<b>Total</b>	<b>77.62</b>

Legal Description:  
647 NR AXTON

**Linda Gail Dillard f/k/a Linda Gail Dillard Moyer (SVABLF0011)**

**Description of the Property**

<b>Parcel Number</b>	<b>County</b>	<b>State</b>	<b>Acreage</b>
170900000	Henry	VA	16.43
			<b>16.43</b>

With the approximate easement area calculated prior to Effective Date Being 1.5 acres.

Legal Description:

All that certain tract or parcel of real estate situated in the Iriswood District of Henry County, Virginia, on the North side of STATE ROUTE 616, and containing 22.12 acres, more or less, and being a portion of the Sabe Penn Estate.

Being the same property acquired by Mill Pond, Inc., from June Penn and Isabelle W. Penn, his wife, by deed dated October 31, 1974, of record in the Henry County Circuit Court Clerk's office in Deed Book 254, page 553.

INSTRUMENT 210004637  
RECORDED IN THE CLERK'S OFFICE OF  
HENRY COUNTY CIRCUIT COURT ON  
OCTOBER 18, 2021 AT 05:04 PM  
JENNIFER R. ASHWORTH, CLERK  
RECORDED BY: FBW