

NCS-244152G AH

RECORDING  
REQUESTED BY AND  
WHEN RECORDED  
RETURN TO:

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08/25/2011 03:44:29 PM By FIRST AMERICAN TITLE



Ent 246159 Bk 457 Pg 375  
Date: 25-AUG-2011 12:32:55PM  
Fee: \$55.00 Check  
Filed By: CP  
BRUCE BROWN, Recorder  
BEAVER COUNTY CORPORATION  
For: FIRST AMERICAN

*This space reserved for Recorder's use only.*

**Consent and Estoppel and Non-Disturbance**

Southern California Public Power Authority  
225 S. Lake Avenue, Suite 1250  
Pasadena, CA 91101  
Attention: Executive Director

Re: Amended and Restated Land Lease Agreement (Millard County) dated effective as of February 22, 2007, attached hereto and incorporated herein by reference (the "Lease"), by and between Murphy-Brown LLC, a Delaware limited liability company successor by merger to Circle Four LLC, as lessor ("Lessor"), and Milford Wind Corridor Phase II, LLC, a Delaware limited liability company, as lessee ("Lessee") for Real Property located in Millard County, Utah and Beaver County, Utah, more particularly described in Exhibit A attached hereto. An Amended and Restated Memorandum of Lease was recorded on August 25, 2009, as Entry No. 240604, Book 437, Page 860 in official records, Beaver County, Utah and was recorded on August 14, 2009 as Entry No. 00170558, Book 507, Page 155 in official records, Millard County. A Grant of Easements dated May 6, 2010 attached hereto and incorporated herein by reference (the "Easement"), by and between Lessor, as grantor, and Lessee, as grantee for Real Property located in Beaver County, Utah more particularly described in Exhibit A attached hereto. The Easement was recorded on August 12, 2010, as Entry No. 243233, Book 447, Page 125 in official records, Beaver County, Utah. The Real Property described in Exhibit A is referred to herein collectively as the "Premises".

Ladies and Gentlemen:

Reference is made to the Power Purchase Agreement dated March 1, 2010, as amended ("PPA"), among Lessee, and Southern California Public Power Authority ("SCPPA").

While Lessor lacks any personal knowledge regarding the PPA, Lessee has represented to Lessor and Lessor understands that: (a) SCPPA will be pre-paying Lessee for the purchase of a portion of the electrical power pursuant to the PPA; (b) under the terms of the PPA SCPPA may become the successor to Lessee's interest under the Lease and/or the Easement; (c) the obligations of the Lessee under the PPA are secured by, among other things, the Mortgage (as hereinafter defined), and (d) SCPPA will be relying upon this Consent and Estoppel and Non-Disturbance in connection with SCPPA's making the prepayments provided for under the PPA. Capitalized terms used herein and not defined herein shall have the meaning given in the Lease or Easement, as appropriate.

Therefore, with respect to the Lease and/or the Easement, Lessor hereby certifies to and agrees with Lessee and SCPPA, as follows:

1. A true, correct and complete copy of the Lease and all amendments and modifications thereto are attached to this Consent and Estoppel and Non-Disturbance as Exhibit B (which Exhibit B shall not be included in the recorded copy of this document). A true, correct and complete copy of the Easement and all amendments and modifications thereto are attached to this Consent and Estoppel and Non-Disturbance as Exhibit C (which Exhibit C shall not be included in the recorded copy of this document).
2. The Lease and the Easement are in good standing and in full force and effect and have not been amended or modified, except as described on or pursuant to the agreements included in Exhibit B and Exhibit C attached hereto.
3. The term of the Lease commenced on February 22, 2007 and will expire on the last day of December following the fortieth (40<sup>th</sup>) anniversary of the Commencement Date. Lessee has two (2) options to extend or renew the term of the Lease of ten (10) years each. The term of the Easement commenced on January 1, 2010 and will expire on January 1, 2050. Lessee has two (2) options to extend or renew the term of the Easement of ten (10) years each.
4. All consideration, rent, fees, and payments for the rights contained in and required pursuant to the Lease and the Easement have been given and paid in full by Lessee as of the date hereof.
5. To Lessor's knowledge, (i) there are no defaults of Lessee under the Lease nor any existing conditions which, upon the giving of notice or lapse of time or both, would constitute a default under the Lease, (ii) Lessee has fulfilled all of its

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obligations which are required to be performed by the date hereof under the Lease (including satisfaction of conditions precedent to Lessor's obligations required to have been satisfied by the date hereof), (iii) there are no defaults of Lessee under the Easement nor any existing conditions which, upon the giving of notice or lapse of time or both, would constitute a default under the Easement, and (iv) Lessee has fulfilled all of its obligations which are required to be performed by the date hereof under the Easement (including satisfaction of conditions precedent to Lessor's obligations required to have been satisfied by the date hereof).

6. Lessor hereby consents to (a) the grant of a leasehold mortgage or deed of trust (the "Mortgage") in the Lease and Lessee's right, title and interest in and to the Easement by Lessee to SCPPA, as provided in the PPA, provided that such Mortgage shall not encumber Lessor's fee title to the Premises; (b) the recordation of the Mortgage in the land records of the counties in which the Premises are located; and (c) assignment of Lessee's right, title and interest in the Lease and in the Easement to SCPPA in the event SCPPA acquires the rights of Lessee thereunder pursuant to the terms of the PPA. Lessor agrees that SCPPA is entitled to the benefit of Section 17 of the Lease and Section 3 of the Easement.
7. So long as the Mortgage shall remain unsatisfied of record, the following provisions shall apply:
  - (a) Lessor, upon serving upon Lessee any notice of default under the Lease, shall also serve a copy of such notice upon SCPPA at the address provided for in Section 15 hereof.
  - (b) Notwithstanding anything to the contrary contained in the Lease, upon the occurrence of an Event of Default or other breach of Lessee's obligations under the Lease, Lessor shall take no action to terminate the Lease without first giving SCPPA written notice thereof and a reasonable time thereafter within which either (i) to obtain possession of the Premises (including possession by a receiver) or (ii) to institute, prosecute and complete foreclosure proceeding or otherwise acquire Lessee's interest under the Lease; so long as SCPPA cures all defaults then reasonably susceptible of being cured by such holder. Provided, however, that SCPPA shall not be obligated to continue such possession or to continue such foreclosure proceeding after such defaults have been cured.
  - (c) No agreement between Lessor and Lessee modifying, canceling or surrendering the Lease or the Easement shall be effective without prior written consent of the leasehold mortgagee (such consent not to be unreasonably withheld).

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- (d) To the extent that SCPPA makes any payment to Lessor or otherwise incurs any costs in order to remedy, or attempt to remedy, a breach or default of Lessee under the Lease, SCPPA shall be subrogated to the claims of Lessor against Lessee with regard to such breach or default to the extent of the funds so paid or the costs so incurred.
  - (e) The provisions of this Consent and Estoppel shall not be deemed to waive or limit Lessor's rights to act as set out in Subsection 18.5 of the Lease.
8. If SCPPA or its respective designees succeeds to Lessee's interest under the Lease and/or the Easement by virtue of purchase, assignment, foreclosure, deed-in-lieu of foreclosure or otherwise, including without limitation pursuant to the provisions of the PPA or by succession to the equity interests of Lessee (and Lessor hereby consents to each of the foregoing), Lessor agrees:
- (a) to recognize SCPPA, or its respective designees ("Successor Lessee") as Lessee under the Lease and Grantee under the Easement, with all rights and obligations accruing to Successor Lessee, thereunder, and Successor Lessee, shall succeed to all of the rights and obligations of the Lessee under the terms of the Lease and/or the Easement; and
  - (b) so long as rent and other charges accruing are paid current and there are no other defaults under the Lease and/or the Easement, that Successor Lessee shall have the ability to assign the Lease and the Easement under the terms of Section 17 of the Lease and Section 3 of the Easement. Upon any such assignment, SCPPA and any Successor Lessee shall have no liability under the Lease and/or the Easement for obligations arising after said assignment *provided*, that no such assignment shall release the assigning party from its removal obligations under Section 21 of the Lease absent a demonstration to Lessor's reasonable satisfaction that the assignee is financially capable of assuming such obligations.
9. If the Lease or Easement is terminated for any reason, or the Lease or Easement is rejected in any bankruptcy or similar proceeding, Lessor shall provide SCPPA with: (a) prompt written notice thereof, and (b) the opportunity, within thirty (30) days after such notice, to enter into a new lease or easement for the Premises, as appropriate, with Lessor containing the same terms and conditions as, and for the remaining period covered by, such terminated Lease or Easement, respectively.
10. The time periods referenced in Section 17.2.3 of the Lease shall be 30 or 60 days, respectively, from the later of (A) the date Lessee has defaulted and exhausted any cure period under the Lease, and (B) the date Lessor delivers notice of such default to SCPPA or its designee. The right to cure provided to SCPPA in Section 17.2.3 of the Lease shall include the right to commence and diligently prosecute

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the acts to be performed or conditions to be remedied within such 30-day or 60-day period as provided in Section 17.2.3 of the Lease. If SCPPA or its designee is prohibited by any court order or bankruptcy, insolvency or reorganization proceeding or legislation from curing the default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition

11. Neither SCPPA nor any designee shall have any obligation or liability under the Lease or the Easement, nor shall SCPPA or any designee be obligated to perform any of the obligations or duties of Lessee under the Lease or the Easement or to take any action or collect or enforce any claim for payment or performance of the Lease or the Easement. No performance by SCPPA or its designee pursuant to this instrument or otherwise (whether to cure a Lessee default or exercise rights under any provision hereof or otherwise) shall be construed as an assumption by SCPPA or its designee of the obligations and duties of Lessee under the Lease or the Easement, unless otherwise expressly agreed in writing by SCPPA or its designee, as the case may be.
12. Lessor agrees that upon request by SCPPA, it will permit SCPPA to enter the Premises during the term of the Lease and during the term of the Easement at such reasonable times and manner as are reasonably necessary or desirable to effectuate the remedies and enforce the rights of SCPPA under the PPA, Mortgage and other security documents; provided, however, that SCPPA shall hold Lessor harmless from all claims or causes of action arising in tort arising out of or related to such entry. SCPPA shall provide notice to Lessor telephonically, by email, fax or U.S. mail, in accordance with the contact information provided below, no later than (i) immediately prior to such entry, possession or use of the Premises, if Lessor has constructed animal husbandry facilities ("Husbandry Facilities") on the Premises or within two hundred (200) yards of the Easement, or (ii) one business day after such entry, possession or use of the Premises or Easement, if Lessor has not constructed Husbandry Facilities on the Premises or within two hundred (200) yards of the Easement.

Notices to Lessor shall be addressed to:

Murphy-Brown LLC  
Attn: Jim Webb  
P.O. Box 100  
Milford, UT 84751-0100  
Phone: (435) 387-2107  
Fax: (435) 387-2530  
Email: jimwebb@murphybrownllc.com

With a copy to: Waddingham & Associates, P.C.

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362 West Main  
Delta, UT 84624

13. Lessor hereby represents that:

(a) Lessor is the sole current owner and holder of the entire fee estate for the land comprising the Premises and, except as disclosed in the Title Documents (defined below), to Lessor's current actual knowledge, there are no unrecorded options, contracts or other agreements with any person or entity, or rights of possession of any person that would materially interfere with the use of the Premises by Lessee, or its successors or assigns, for the purposes set forth in each such agreement. The term "Title Documents" means that certain Commitment for Title Insurance with an effective date of August 10, 2010, Commitment No. NCS-344152-SLC1 issued by First American Title Insurance Company and that certain ALTA/ACSM Land Title Survey made by Westwood Professional Services, Inc., dated June 15, 2010, and executed by Scott Arthur Gyllen, Utah Registration No. 6763499, designated as the "Milford Wind Corridor Phase II" survey.

(b) The execution, delivery and performance by Lessor of the Lease, the Easement and this instrument have been duly authorized by all necessary action.

(c) This instrument, the Easement and the Lease are legal, valid and binding obligations of Lessor, enforceable against Lessor in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that specific performance, injunction and other equitable remedies are available only in the discretion of the court.

14. No termination, amendment or waiver of any provisions of this instrument or consent to any departure by Lessor from any provisions of this instrument shall in any event be effective unless the same shall be in writing and signed by SCPPA and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

15. All notices to SCPPA required or provided for in this Consent and Estoppel and Non-Disturbance shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or c) overnight express delivery service, addressed or transmitted to SCPPA at the following address, or to such other address as SCPPA may designate to Lessor in a writing delivered in accordance with the notice provisions of the Lease:

Executive Director  
Southern California Public Power Authority

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225 S. Lake Avenue, Suite 1250  
Pasadena, CA 91101  
Telephone: 626-793-9364  
Facsimile: 626-793-9461

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**LESSEE:**

MILFORD WIND CORRIDOR PHASE II, LLC, a Delaware limited liability company

By: Milford II Holdings, LLC, a Delaware limited liability company, its member

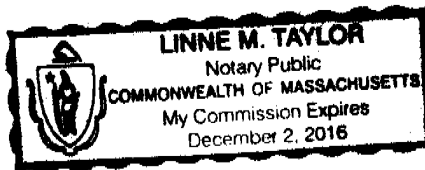
By: [Signature]  
Print Name: Arthur J. Snell  
Title: Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS )  
 )  
:SS.  
COUNTY OF SUFFOLK )

On this 16<sup>th</sup> day of August, 2011, personally appeared before me Arthur J. Snell who, being by me duly sworn, did say that he/she is the Assistant Secretary of Milford II Holdings, LLC, a Delaware limited liability company, the member of MILFORD WIND CORRIDOR PHASE II, LLC, and that the foregoing instrument was signed by him on behalf of said limited liability company, by authority, and said limited liability company executed same.

[Signature]  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
Dec. 2, 2016



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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Los Angeles }

On May 12, 2011 before me, Salpi Ortiz, a notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Bill D. Carnahan  
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Consent & Estoppel & Non-Disturbance

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
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**EXHIBIT A**

**DESCRIPTION OF PREMISES**

**DESCRIPTION OF THE LEASED PREMISES**

The real property referenced in the foregoing instrument is located in Millard County, Utah and Beaver County, Utah, and is more particularly described as:

**PARCEL 1:**

THE SOUTH HALF OF SECTION 31, TOWNSHIP 25, SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

Tax Serial No. 8737

**PARCEL 2:**

ALL OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

Tax Serial No. 8738

**PARCEL 3:**

THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

Tax Serial No. 8739

**PARCEL 4:**

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

Tax Serial No. 8739-1

**PARCEL 5:**

THE NORTH 120.32 ACRES OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN

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Tax Serial No. 8911-A

**PARCEL 6:**

THE SOUTH HALF OF SECTION 29, TOWNSHIP 25 SOUTH,  
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

Tax Serial No. 8734

**PARCEL 7:**

THE SOUTH HALF OF SECTION 30, TOWNSHIP 25 SOUTH,  
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

Tax Serial No. 8735

**PARCEL 8:**

THE NORTH HALF OF SECTION 29, TOWNSHIP 25 SOUTH,  
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

LESS: THE SOUTH HALF OF THE NORTHWEST QUARTER  
OF SAID SECTION 29.

Tax Serial No. 8733

**PARCEL 9:**

THAT PORTION OF THE SOUTHEAST QUARTER OF  
SECTION 6, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT  
LAKE BASE AND MERIDIAN, LYING WITHIN BEAVER  
COUNTY.

Tax Serial No. 1-217-1

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## DESCRIPTION OF THE EASEMENT PREMISES

### (Description of Access Road Easement Parcel)

The real property referenced in the foregoing instrument as the Access Road Easement Parcel is located in Beaver County and is more particularly described as:

A 40 foot wide easement lying over and across part of the South Half of Section 14, Section 23, Section 26, and Section 35, all in Township 26 South, Range 10 West, Salt Lake Base and Meridian, and in Lot 1, Section 2 and the South Half of the North Half of said Section 2, both in Township 27 South, Range 10 West, said Salt Lake Base and Meridian, all lying within Beaver County, Utah. The centerline of said easement is described as follows:

Commencing at the northeast corner of said South Half of Section 14; thence North 89 degrees 14 minutes 51 seconds West, assumed bearing, along the north line of said South Half of Section 14, a distance of 616.11 feet to the point of beginning of said centerline; thence South 06 degrees 32 minutes 17 seconds West, a distance of 5195.77 feet; thence southerly, a distance of 946.74 feet, along a tangential curve, concave to the east, having a central angle of 10 degrees 50 minutes 56 seconds and a radius of 5000.00 feet; thence South 04 degrees 18 minutes 39 seconds East, tangent to said curve, a distance of 4435.22 feet; thence southerly, a distance of 250.19 feet, along a tangential curve, concave to the west, having a central angle of 01 degree 26 minutes 01 seconds and a radius of 10000.00 feet; thence South 02 degrees 52 minutes 38 seconds East, tangent to last described curve, a distance of 2188.10 feet; thence southerly, a distance of 58.99 feet, along a tangential curve, concave to the east, having a central angle of 03 degrees 22 minutes 48 seconds and a radius of 1000.00 feet; thence South 06 degrees 15 minutes 26 seconds East, tangent to last described curve, a distance of 1416.04 feet; thence southerly, a distance of 116.54 feet, along a tangential curve, concave to the west, having a central angle of 06 degrees 40 minutes 39 seconds and a radius of 1000.00 feet; thence South 00 degrees 25 minutes 13 seconds West, tangent to last described curve, a distance of 4593.45 feet; thence South 25 degrees 41 minutes 53 seconds West, a distance of 2648.11 feet to a point on the south line of said South Half of the North Half of Section 2, distant 1388.78 feet west of the southeast corner of said South Half of the North Half of Section 2, as measured along said south line and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on said north line of the South Half of Section 14 and the south line of said South Half of the North Half of Section 2.

Together with:

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A 40 foot wide easement lying over and across part of the Section 11, Township 27 South, Range 10 West, said Salt Lake Base and Meridian, lying within said Beaver County. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Section 11; thence North 88 degrees 58 minutes 37 seconds West, assumed bearing, along the north line of said Section 11, a distance of 2610.97 feet to the point of beginning of said centerline; thence South 25 degrees 42 minutes 22 seconds West, a distance of 440.86 feet; thence North 61 degrees 33 minutes 01 seconds West, a distance of 239.63 feet; thence northwesterly, a distance of 271.28 feet, along a tangential curve, concave to the southwest, having a central angle of 28 degrees 51 minutes 44 seconds and a radius of 538.53 feet; thence South 89 degrees 35 minutes 15 seconds West, tangent to last described curve, a distance of 2018.13 feet to the west line of said Section 11 and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on said north and west lines of Section 11.

All bearings and distances are based on Utah State Plane Coordinate System NAD83 (HPGN) South Zone International Feet. Average combined scale factor for the Milford Wind Project = 0.9998608 feet.

(Description of Communication Line Easement Parcel)

The real property referenced in the foregoing instrument as the Communication Line Easement Parcel is located in Beaver County and is more particularly described as:

A 20 foot wide easement lying over, under and across part of the South Half of Section 14, Section 23, Section 26, Section 34 and Section 35, all in Township 26 South, Range 10 West, Salt Lake Base and Meridian, and in Lot 1 and Lot 2 of Section 2 and Lot 4, Lot 5, Lot 6 and Lot 11 of Section 3, all in Township 27 South, Range 10 West, said Salt Lake Base and Meridian, all lying within Beaver County, Utah. The centerline of said easement is described as follows:

Commencing at the northeast corner of said South Half of Section 14; thence North 89 degrees 14 minutes 51 seconds West, assumed bearing, along the north line of said South Half of Section 14, a distance of 663.35 feet to the point of beginning of said centerline; thence South 06 degrees 32 minutes 17 seconds West, a distance of 5191.00 feet; thence southerly, a distance of 955.64 feet, along a tangential curve, concave to the east, having a central angle of 10 degrees 50 minutes 56 seconds and a radius of 5047.00 feet; thence South 04 degrees 18 minutes 39 seconds East, tangent to said curve, a distance of 4163.19 feet; thence South 02 degrees 52 minutes 38 seconds East, a distance of 2709.03 feet; thence

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southerly, a distance of 62.35 feet, along a tangential curve, concave to the east, having a central angle of 03 degrees 22 minutes 48 seconds and a radius of 1056.92 feet; thence South 06 degrees 15 minutes 26 seconds East, tangent to last described curve, a distance of 1416.05 feet; thence southerly, a distance of 109.97 feet, along a tangential curve, concave to the west, having a central angle of 06 degrees 40 minutes 54 seconds and a radius of 943.00 feet; thence South 00 degrees 25 minutes 28 seconds West, tangent to last described curve, a distance of 4409.09 feet; thence North 79 degrees 46 minutes 11 seconds West, a distance of 147.15 feet; thence North 71 degrees 56 minutes 19 seconds West, a distance of 259.88 feet; thence North 69 degrees 39 minutes 09 seconds West, a distance of 910.63 feet; thence North 72 degrees 32 minutes 37 seconds West, a distance of 901.87 feet; thence North 72 degrees 49 minutes 47 seconds West, a distance of 384.97 feet; thence North 71 degrees 53 minutes 24 seconds West, a distance of 526.05 feet; thence North 73 degrees 58 minutes 45 seconds West, a distance of 973.87 feet; thence North 68 degrees 39 minutes 52 seconds West, a distance of 934.30 feet; thence North 73 degrees 41 minutes 57 seconds West, a distance of 552.29 feet; thence South 00 degrees 29 minutes 48 seconds West, a distance of 397.36 feet; thence South 00 degrees 18 minutes 50 seconds East, a distance of 1245.49 feet; thence South 00 degrees 01 minutes 30 seconds West, a distance of 832.66 feet; thence South 00 degrees 15 minutes 15 seconds East, a distance of 815.07 feet; thence South 00 degrees 08 minutes 04 seconds East, a distance of 1354.44 feet; thence South 00 degrees 12 minutes 25 seconds East, a distance of 1327.25 feet; thence South 00 degrees 25 minutes 19 seconds East, a distance of 897.97 feet to a point on the south line of said Lot 11 of Section 3, distant 255.52 feet west, as measured along said south line, from the southeast corner of said Lot 11 and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on said north line of the South Half of Section 14 and on said south line of Lot 11 of Section 3.

All bearings and distances are based on Utah State Plane Coordinate System NAD83 (HPGN) South Zone International Feet. Average combined scale factor for the Milford Wind Project = 0.9998608 feet.

4836-8539-1625.2

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**EXHIBIT B**

**LEASE**

**(to be excluded from the recorded copy hereof)**

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**EXHIBIT C**

**EASEMENT**

**(to be excluded from the recorded copy hereof)**

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