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David K. Broadbent  
Holland & Hart LLP  
222 South Main, Suite 2200  
Salt Lake City, Utah 84101

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BEAVER COUNTY CORPORATION  
For: FIRST AMERICAN

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**DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made effective August 25, 2011, by and among Milford Wind Corridor Phase II, LLC, a Delaware limited liability company, having an office and mailing address c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 (hereinafter "Trustor"), First American Title Insurance Company, having an office and mailing address at 560 South 300 East, Salt Lake City, UT 84111 (hereinafter "Trustee"), and Southern California Public Power Authority, a joint power agency created pursuant to the laws of the State of California and having an office and mailing address at 225 South Lake Ave, Pasadena, CA 91101 (hereinafter "Beneficiary").

**WITNESSETH:**

1. Grant. Trustor grants, transfers, assigns, conveys and warrants to Trustee, for the benefit of Beneficiary, and its successors and assigns, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, all right, title and interest of Trustor in and to all of the following (collectively the "Subject Property"):

a. the leasehold interests in each of the parcels of real property described on Exhibit A that are identified as a "Leasehold Parcel" thereon (each a "Leasehold Parcel" and collectively the "Leasehold Parcels"), pursuant to each of the land lease agreements described on Exhibit B attached hereto and made a part hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time (each a "Ground Lease" and collectively, the "Ground Leases"); and the leasehold estates in the Leasehold Parcels created by the Ground Leases, and all other rights of Trustor under the Ground Leases, including all of Trustor's unexpired estate, title, interest and term of years by virtue of the Ground Leases and any and all credits, deposits, options to renew or extend, options to purchase, rights of first refusal, and any other rights and privileges of Trustor thereunder;

b. the rights-of-way and other interests granted in and with respect to each of the parcels of real property described on Exhibit A that are identified as a "BLM Parcel" thereon (each a "BLM Parcel" and collectively the "BLM Parcels"), pursuant to

each of the Right-of-Way Grant/Temporary Use Permits issued by the United States Department of Interior Bureau of Land Management (the "BLM") described on **Exhibit B** attached hereto and made a part hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time (each a "BLM Grant" and collectively, the "BLM Grants"); and the easement estates in the BLM Parcels created by the BLM Grants, and all other rights of Trustor under the BLM Grants, including all of Trustor's unexpired estate, title and interest by virtue of the BLM Grants and any and all credits, deposits, options to renew or extend, and any other rights and privileges of Trustor thereunder. The Leasehold Parcels and BLM Parcels are referred to collectively as the "Land";

c. all appurtenances now or hereafter belonging or in anywise appertaining to the Land, including, without limitation, all easements, rights-of-way and rights used in connection with or as a means of access to any portion of the Land, all right, title or interest of Trustor in and to any road or highway adjoining the Land or any part thereof and all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is referred to collectively as the "Appurtenances");

d. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Land and owned or purported to be owned by Trustor, or leased or purported to be leased to Trustor, together with all building or construction materials, equipment, appliances, machinery, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Land and owned or purported to be owned by Trustor or leased or purported to be leased to Trustor, (all of the foregoing is herein referred to collectively as the "Improvements"). The Land, Improvements and Appurtenances are herein referred to collectively as the "Real Estate";

e. All equipment now or hereafter owned or purported to be owned by Trustor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere including, without limitation, all rights of Trustor under any lease to equipment and fixtures and other items of personal property at any time (all of the foregoing is herein referred to collectively as the "Equipment");

f. All option rights, purchase or sale contracts, including, without limitation, the Transmission and Common Facility Agreements, as defined in Section 3(q), condemnation claims, demands, awards and settlement payments, insurance contracts, insurance payments and proceeds, unearned insurance premiums, warranties, guarantees, utility deposits, books and records and general intangibles of Trustor relating to the Real Estate or the Equipment and any other intangible property of Trustor related to the Real Estate, the Equipment, the Facility Transmission Line Interests or the Facility Common Facilities' Interests (hereafter defined) whether now existing or hereafter obtained or arising (all of the foregoing is herein referred to collectively as the "Intangibles Rights and Interests");

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g. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Trustor directly or indirectly from the Real Estate or the Intangibles Rights and Interests (all of the foregoing is herein collectively called the "Revenues");

h. All rights of Trustor, if any, to all plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate or the Equipment (all of the foregoing is herein called the "Plans");

i. All rights of Trustor under any contracts executed by Trustor with any provider of goods or services for or in connection with any construction, operation, maintenance or services performed or to be performed in connection with the Real Estate or the Equipment, including, without limitation, any construction contracts and management contracts (all of the foregoing are herein referred to collectively as the "Contracts for Construction or Services");

j. All rights of Trustor in any permits, approvals, consents and other authorizations in connection with the Real Estate (all of the foregoing is herein referred to collectively as the "Permits");

k. to the extent not included in (a) through (j) above, all rights of Trustor in and to the properties, easements, license agreements, crossing permits, right-of-way agreements, line crossing agreements and other rights in land running in favor of Trustor, structures, equipment and facilities, including, without limitation, those described in Exhibit C as the Facility Transmission Line Interests (the "Facility Transmission Line Interests");

l. to the extent not included in (a) through (j) above, all rights of Trustor in and to the properties, structures, equipment and facilities described in Exhibit D as the Facility Common Facilities' Interests (the "Facility Common Facilities' Interests"); and

m. All other property or rights of Trustor of any kind or character related to the Real Estate, the Equipment, the Intangible Rights and Interests, the Revenues, the Plans, the Contracts for Construction or Services, the Permits, the Facility Transmission Line Interests or the Facility Common Facilities' Interests, and all substitutions, replacements and additions thereto, whether now existing or hereafter acquired, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing.

2. Secured Obligations. Trustor makes the grant, conveyance, transfer and assignment set forth above for the purpose of securing the payment and performance of (i) all obligations of Trustor under the Power Purchase Agreement dated March 1, 2010, between Trustor, as seller, and Beneficiary, as buyer (as amended, supplemented or modified from time to time, the "Power Purchase Agreement"), which provides for remedies to be exercised following a default (a "Default") under Section 14.1 of the Power Purchase Agreement. The maximum principal amount secured by this Deed of

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Trust is indefinite, but in no event shall it exceed Two Hundred Forty Five Million Dollars (\$245,000,000).

3. Trustor Covenants and Warranties. Trustor hereby covenants with and warrants to the Trustee and Beneficiary that: (i) at the execution and delivery hereof it is the owner of a valid leasehold interest in the Leasehold Parcels, and of a valid right way interest in the BLM Parcels, and that it is the owner or lessee of the other Subject Property, that the Subject Property is free from all encumbrances whatsoever other than: (1) any lien expressly provided for or permitted by the terms of the Power Purchase Agreement, (2) liens for taxes not yet due or for taxes being contested in good faith by appropriate proceedings so long as such proceedings do not involve a material risk of the sale, forfeiture, loss or restriction on the use of the Subject Property or any part thereof; (3) suppliers', vendors', mechanics', workman's, repairman's, employees' or other like liens arising in the ordinary course of business for work or service performed or materials furnished in connection with the Subject Property for amounts the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings so long as such proceedings do not involve a material risk of the sale, forfeiture, loss or restriction on use of the Subject Property or any part thereof, and (4) easements, rights of way, use rights, exceptions, encroachments, reservations, restrictions, conditions or limitations, provided that in each case the same do not interfere with or impair in any material respect with the operation or use of the Subject Property or any rights or interests therein as contemplated by the Power Purchase Agreement (collectively, the "Permitted Encumbrances"); (ii) each of the Ground Leases and the BLM Grants is in full force and effect and has not been modified or terminated and that Trustor is not in default under any of the Ground Leases or BLM Grants; (iii) Trustor has good and lawful right to sell, mortgage and convey the Subject Property; and (iv) Trustor and its successors and assigns will forever warrant and defend the Subject Property against all claims and demands whatsoever.

To protect the security of this Deed of Trust, Trustor agrees with the Trustee and Beneficiary as follows:

a. Payment of Taxes. Trustor will pay or cause to be paid when due all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, or charged on or against the Subject Property, and will submit to Beneficiary all receipts showing payment of all of such taxes, assessments and charges promptly after Beneficiary's written request therefor.

b. Maintenance and Repair. Trustor will operate and maintain the Subject Property as required by the Power Purchase Agreement and not commit, suffer, or permit waste of any part of the Subject Property.

c. Sales; Liens. Except as permitted by the Power Purchase Agreement, Trustor will not sell, contract to sell, assign, transfer or convey, or permit to be transferred or conveyed, the Subject Property or any part thereof or any interest or

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estate in any thereof; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Subject Property or any part thereof.

d. Insurance. Trustor will at all times maintain or cause to be maintained on the Subject Property all insurance required under the Power Purchase Agreement, the Ground Leases, the BLM Grants, and the Appurtenance Instruments (defined below). Any proceeds of such insurance shall be paid and accounted for as provided for in the Power Purchase Agreement, the Ground Leases, the BLM Grants, and the Appurtenance Instruments, as applicable. Nothing contained in this Deed of Trust shall create any responsibility or obligation on Beneficiary to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other portions of the Subject Property or to perform any other act hereunder. Beneficiary shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and Trustor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

e. Eminent Domain. If the Subject Property, or any part or interest in any thereof, is threatened or taken by condemnation, Trustor shall take all action reasonably required by Beneficiary in order to protect Trustor's and Beneficiary's rights with respect to any such taking, including the commencement of, appearance in or prosecution of any appropriate action or proceeding. Trustor and Beneficiary shall apply all condemnation awards as provided in the Power Purchase Agreement.

f. Governmental Requirements. Trustor will at all times fully comply in all material respects with, and cause the Subject Property and the use and condition thereof fully to comply in all material respects with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to Trustor or the Subject Property or the use thereof (including, without limitation, those relating to land use and development, construction, access, water rights and use, and hazardous waste and substances), and will comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions which are applicable to Trustor or have been granted for the Subject Property or the use thereof, in each case to the extent required under the Power Purchase Agreement. Unless required by applicable law, or unless Beneficiary has otherwise first agreed in writing or under the Power Purchase Agreement, Trustor shall not make or allow any changes to be made in the nature of the occupancy or use of the Subject Property or any portion thereof for which the Subject Property or such portion was intended at the time this Deed of Trust was delivered. Trustor shall not initiate or acquiesce in any change in any zoning or other land use classification now or hereafter in effect and affecting the Subject Property or any part thereof without in each case obtaining Beneficiary's prior written consent thereto.

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g. No Mechanics' Liens. Trustor will not suffer any construction, mechanic's, laborer's or materialmen's lien or similar liens to be created or remain outstanding upon the Subject Property or any part thereof, other than those liens that are Permitted Encumbrances. Trustor agrees to promptly deliver to Beneficiary a copy of any notices that Trustor receives with respect to any recorded lien or the foreclosure thereof.

h. Continuing Priority. Trustor will pay such fees, taxes and charges, execute and record or file (at Trustor's expense) such deeds, conveyances, mortgages and financing statements and do all such other acts and things as Beneficiary may from time to time reasonably request to establish and maintain this Deed of Trust as a valid and perfected first and prior lien on and security interest in the Subject Property.

i. Environmental Laws. Trustor shall take all appropriate response actions, including any removal and remedial actions, in the event of a release, emission, discharge or disposal of Hazardous Materials, as defined hereinafter, in, on, under, or about the Subject Property and shall operate and maintain the Subject Property in compliance with all Environmental Laws, as defined hereinafter. The term "Hazardous Materials" shall mean dangerous, toxic, or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any Environmental Law. "Environmental Law" shall mean any federal, state or local laws, statutes, ordinances, rules, regulations, orders, or permits now in effect or hereinafter enacted, pertaining to the public health, safety, industrial hygiene, or the environmental conditions on, under or about the Real Estate.

j. Corrective Action. In the event Trustor is in material breach of any of its representations, warranties or agreements as set forth in this Deed of Trust, then, without limiting Beneficiary's other rights hereunder, Trustor, at its sole expense, shall take all actions required, including, without limitation, environmental cleanup of the Subject Property, to comply with the representations, warranties, and covenants contained herein and with all applicable legal requirements and, in any event, shall take all actions deemed necessary under all applicable Environmental Laws.

k. Right of Inspection. Trustor hereby grants to Beneficiary, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Subject Property and facilities thereon, and perform such tests (including without limitation, if a Phase I Environmental Site Assessment, as hereinafter defined, provides evidence of a breach of Trustor's covenants with respect to Hazardous Materials hereunder, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Subject Property) as Beneficiary, in its reasonable discretion, determines are necessary to protect its interest in the Subject Property or in connection with any foreclosure (or transfer in lieu of foreclosure) with respect to the Subject Property; provided, however, that under no circumstances shall Beneficiary be obligated to perform such inspections or tests, and provided further that Beneficiary indemnifies Trustor for the gross negligence or willful misconduct of Beneficiary with respect to any such tests. In making such inspections, Beneficiary shall be accompanied by a

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representative of Trustor, if requested by Trustor, and shall comply with Trustor's safety requirements. Trustor shall make its representative reasonably available to Beneficiary in order to accommodate Beneficiary's inspections as provided in this paragraph. The term "Phase I Environmental Site Assessment" shall mean an assessment of the environmental condition of the Real Estate conducted in accordance with American Society for Testing Materials ("ASTM") standards.

l. Indemnity. Trustor agrees to indemnify and hold Beneficiary, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation reasonable attorneys' fees and expenses) arising directly or indirectly, in whole or in part, out of any failure of Trustor to comply with the environmental representations, warranties, and covenants contained herein. This indemnity shall in no way diminish any additional indemnification obligations of the parties set forth in the Power Purchase Agreement.

m. Continuation of Representations, Warranties, Covenants and Indemnities. Trustor's representations, warranties, covenants, and indemnities contained herein shall survive the occurrence of any event whatsoever, including, without limitation, the satisfaction of the obligations secured hereby, the reconveyance or foreclosure of this Deed of Trust, the acceptance by Beneficiary of a deed in lieu of foreclosure, or any transfer or abandonment of the Subject Property

n. Beneficiary's Performance. If Trustor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), Beneficiary may (but need not), as agent or attorney-in-fact of Trustor, make any payment or perform (or cause to be performed) any obligation of Trustor hereunder, in any form and manner deemed expedient by Beneficiary, and any amount so paid or expended (plus reasonable compensation to Beneficiary for its out-of-pocket and other expenses for each matter for which it acts under this Deed of Trust), with interest thereon at the rate of one percent (1%) per month, or the maximum rate permitted by law, whichever is less (the "Default Rate"), shall be added to amount hereby secured and shall be repaid to Beneficiary upon demand. By way of illustration and not in limitation of the foregoing, Beneficiary may (but need not) do all or any of the following: make lease payments, payments of principal or interest, or other amounts on the Ground Lease or the BLM Grants and any other lien, encumbrance or charge on any of the Subject Property; complete construction; make payments with respect to maintaining and operating the Subject Property, make repairs; obtain insurance and pay premiums therefor; purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Subject Property. In making any payment or securing any performance relating to any obligation of Trustor hereunder, Beneficiary shall be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of Beneficiary shall ever be considered as a waiver of any right accruing to it on account of the

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occurrence of any matter which constitutes a Default or a breach of Trustor's obligations under this Deed of Trust.

o. Subrogation. To the extent that Beneficiary, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Deed of Trust, Beneficiary shall have and be entitled to a lien or other interest on the Subject Property equal in priority to the lien or other interest discharged and Beneficiary shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Beneficiary in securing the obligations secured hereby.

p. Covenants Regarding Ground Leases, BLM Grants, and Appurtenance Instruments.

i. Each of the Ground Leases, BLM Grants and other instruments creating Trustor's rights in the Appurtenances, including, written easements, licenses, crossing permits or other permits or agreements within the Subject Property (the "Appurtenance Instruments") is valid and is in full force and effect in accordance with the terms thereof and has not been modified except as herein set forth. All of the rents and other charges due and payable under the Ground Leases, BLM Grants and Appurtenance Instruments prior to the execution hereof have been paid, all of the terms, conditions and agreements contained in the Ground Leases, BLM Grants and Appurtenance Instruments have been performed and no default exists under any of the Ground Leases, BLM Grants, or Appurtenance Instruments. This Deed of Trust is lawfully executed and delivered and is, and will be kept, a valid lien on the interests of Trustor therein.

ii. Trustor will promptly pay, or cause to be paid, all rents, charges and other sums or amounts required to be paid by Trustor under the terms of the Ground Leases, BLM Grants, and Appurtenance Instruments and will further timely and fully keep and perform all of the covenants, terms, conditions and provisions of the Ground Leases, BLM Grants, and Appurtenance Instruments required to be performed and complied with by the tenant or grantee thereunder, and will not do or suffer to be done anything the doing of which, or refrain from doing anything the omission of which, will materially impair or have a material adverse effect upon the security of this Deed of Trust. Trustor shall provide evidence of such payments promptly upon the written request of Beneficiary. Until the obligations secured hereby have been indefeasibly paid in full, Trustor shall exercise all options to renew the Ground Leases, BLM Grants, and Appurtenance Instruments to the extent provided for in such agreements. Trustor shall do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Trustor as lessee or grantee under the Ground Leases, BLM Grants, and Appurtenance Instruments and to prevent any default under such agreements or any termination, surrender, cancellation, forfeiture or impairment thereof, except as permitted under the Power Purchase Agreement.

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iii. Except as permitted or required under the Power Purchase Agreement and under Section 3(p)(ii) above, Trustor shall not extend, supplement, cancel or surrender or in any material way modify the terms of any Ground Lease, the BLM Grants, or Appurtenances without Beneficiary's prior written consent, which consent shall not be withheld unless such action is likely to adversely affect the security of this Deed of Trust. Trustor expressly releases and surrenders unto Beneficiary all its right, power and authority to cancel, surrender, amend, modify, supplement or alter in any way the terms and provisions of the Ground Leases, BLM Grants, or Appurtenance Agreements, except as specifically provided in the Power Purchase Agreement or except with Beneficiary's prior written consent, which consent shall not be withheld unless such action is likely to adversely affect the security of this Deed of Trust. Trustor will use commercially reasonable efforts to enforce the provisions of the Ground Leases, BLM Grants, and Appurtenance Instruments short of termination thereof to the end that Trustor may enjoy all of the rights granted to it as lessee or grantee under the Ground Leases, BLM Grants, or Appurtenance Agreements. Trustor will promptly notify Beneficiary of any material breach by the lessor or grantor under any of the Ground Leases, BLM Grants, or Appurtenance Agreements, and of any inability of such lessor or grantor to perform its obligations under any of the Ground Leases, BLM Grants, or Appurtenance Agreements. Upon a Default, Trustor assigns to Beneficiary the proceeds of any claim Trustor may have against such lessor or grantor for such breach or inability. In the event of a Default or a material breach by Trustor of its obligations under this Deed of Trust, Beneficiary shall have the sole right to choose either (A) to proceed against such lessor or grantor in Trustor's name or in Beneficiary's name as agent for Trustor, and Trustor agrees to cooperate with Beneficiary in such action and to execute all documents required by Beneficiary in furtherance of such action, or (B) to have Trustor proceed on its and Beneficiary's behalf, in which event Beneficiary may participate in such proceedings, and Trustor will deliver to Beneficiary all documents required by Beneficiary for such participation. Trustor shall, at its expense, diligently prosecute such proceedings, shall deliver to Beneficiary copies of all papers served in connection therewith and shall consult and cooperate with Beneficiary and its attorneys and agents, provided that no settlement of such proceedings may be made by Trustor without Beneficiary's prior written consent.

iv. Trustor shall promptly notify Beneficiary of any material default by Trustor under any Ground Lease, BLM Grant or Appurtenance Instrument, or of the receipt by it of any notice of default from the lessor or grantor thereunder or notice of termination of any Ground Lease, BLM Grant or Appurtenance Instrument pursuant to the provisions thereof and shall furnish to Beneficiary promptly any and all information which Beneficiary may reasonably request concerning the performance by Trustor of the covenants of the Ground Leases, the BLM Grants, the Appurtenance Instruments, or of this Deed of Trust. Trustor shall promptly deposit with Beneficiary a copy of the Ground Leases, BLM Grants, and the Appurtenance Instruments, certified as true, correct and complete by Trustor, and any and all documentary evidence received by it showing compliance by Trustor with the provisions of the Ground Leases, BLM Grants, and Appurtenance Instruments, and will also deliver to Beneficiary a copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Ground Leases, BLM Grants, or Appurtenance

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Instruments, which may adversely affect the estate of the lessor or the lessee in or under the Ground Leases or in the real estate thereby demised, or the estate of the Trustor under the BLM Grants or Appurtenance Instruments.

q. Covenants Regarding Facility Transmission Line Interests and the Facility Common Facilities' Interests.

i. Trustor has provided Beneficiary with true and correct copies of all easements, rights of way, common ownership, maintenance and other agreements existing with regard to the Facility Transmission Line Interests and the Facility Common Facilities' Interests (collectively, and together with any other similar agreement entered into by Trustor after the date hereof, the "Transmission and Common Facility Agreements"). Each of the Transmission and Common Facility Agreements is a valid and existing agreement, is in full force and effect in accordance with the terms thereof and has not been modified, except as set forth herein. All of payments and other charges payable by Trustor under the Transmission and Common Facility Agreements prior to the execution hereof have been paid, all of the terms, conditions and agreements contained in the Transmission and Common Facility Agreements have been performed and no default exists under the Transmission and Common Facility Agreements. This Deed of Trust is and will be kept a valid lien on the rights and interests of Trustor therein.

ii. Trustor will promptly pay, or cause to be paid, all rents, charges and other sums or amounts required to be paid by Trustor under the terms of the Transmission and Common Facility Agreements, will further timely and fully keep and perform all of the covenants, terms, conditions and provisions of the Transmission and Common Facility Agreements required to be performed and complied with by Trustor thereunder, and will not do or suffer to be done anything the doing of which, or refrain from doing anything the omission of which, will impair the security of this Deed of Trust. Trustor shall provide evidence of such payments promptly upon the request of Beneficiary. Until the obligations secured hereby have been indefeasibly paid in full, Trustor shall keep the Transmission and Common Facility Agreements in full force and effect. Trustor shall do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Trustor under the Transmission and Common Facility Agreements and to prevent any default that will impair or have an adverse effect upon the security of this Deed of Trust under the Transmission and Common Facility Agreements, or any termination, surrender, cancellation, forfeiture or impairment thereof.

iii. Trustor covenants that it will not modify, extend, supplement or cancel any of the Transmission and Common Facility Agreements as to which Beneficiary has rights of review and approval under Sections 2.7 or 2.8 of the Power Purchase Agreement, or waive or release the other parties thereto of or from any obligations, conditions or agreements by said parties, and shall not have the power to do so, without Beneficiary's prior written consent, which consent shall be granted upon confirmation by Beneficiary that such action is not likely to have a material adverse effect on, or materially increase the risk of Beneficiary with regard to, the security provided to Beneficiary under this Deed of Trust. Trustor agrees to promptly notify Beneficiary of any breach by any party to the Transmission and Common Facility

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Agreements and to enforce the obligations of the other parties to the Transmission and Common Facility Agreements, to the end that Trustor may enjoy all of its rights under the Transmission and Common Facility Agreements. In the event of a Default or a material breach by Trustor of its obligations under this Deed of Trust, Beneficiary shall have the sole right to choose either (A) to proceed against such other parties in Trustor's name or in Beneficiary's name as agent for Trustor, and Trustor agrees to cooperate with Beneficiary in such action and to execute all documents required by Beneficiary in furtherance of such action, or (B) to have Trustor proceed on its and Beneficiary's behalf, in which event Beneficiary may participate in such proceedings, and Trustor will deliver to Beneficiary all documents required by Beneficiary for such participation. Trustor shall, at its expense, diligently prosecute such proceedings, shall deliver to Beneficiary copies of all papers served in connection therewith and shall consult and cooperate with Beneficiary and its attorneys and agents, provided that no settlement of such proceedings may be made by Trustor without Beneficiary's prior written consent.

iv. Trustor shall promptly give Beneficiary notice of any material default by Trustor under the Transmission and Common Facility Agreements or of the receipt by it of any notice of default from any party thereunder or notice of termination of any of the Transmission and Common Facility Agreements pursuant to the provisions thereof and shall furnish to Beneficiary promptly any and all information which Beneficiary may reasonably request concerning the performance by Trustor of the covenants of the Transmission and Common Facility Agreements. Upon the request of Beneficiary, Trustor shall promptly deposit with Beneficiary a copy of the Transmission and Common Facility Agreements, certified as true, correct and complete by Trustor, and any and all documentary evidence received by it showing compliance by Trustor with the provisions of the Transmission and Common Facility Agreements.

r. Bankruptcy Rights and Remedies. The lien of this Deed of Trust attaches to all of Trustor's rights and remedies at any time arising under or pursuant to Section 365 of the Bankruptcy Code (the "Bankruptcy Code"), including, without limitation, all of Trustor's rights to remain in possession of the Subject Property. Trustor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Ground Leases, BLM Grants, or Appurtenance Instruments in any such case under the Bankruptcy Code without the prior written consent of Beneficiary. Trustor shall promptly, after obtaining knowledge thereof, notify Beneficiary orally of any filing by or against the lessor or Trustor of a petition under the Bankruptcy Code. Trustor shall thereafter forthwith give written notice of such filing to Beneficiary, setting forth any information available to Trustor as to the date of such filing, the court in which such petition was filed and the relief sought therein. Trustor shall promptly deliver to Beneficiary, following receipt, any and all notices, summons, pleadings, applications and other documents received by Trustor in connection with any such petition and any proceedings relating thereto.

s. Beneficiary's Lease. Notwithstanding the provisions of the foregoing paragraphs regarding termination of the Ground Leases, BLM Grants, or Appurtenance Instruments, upon a termination or rejection of one or more of the Ground Leases, BLM Grants, or Appurtenance Instruments by or for Trustor as a debtor under the

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Bankruptcy Code, Trustor acknowledges that Beneficiary may enter into (1) an instrument recognizing, confirming and giving legal effect to the continued existence of such Ground Lease, BLM Grant, or Appurtenance Instrument in favor of Beneficiary or its designee, or (2) a new lease or right-of-way grant in favor of Beneficiary or its designee (in either event the "Beneficiary's Lease") for the Subject Property pursuant to the terms of such Ground Lease, BLM Grant, or Appurtenance Instrument, or the provisions of a separate agreement between Beneficiary and the lessor, in such event, Beneficiary's execution of the Beneficiary's Lease shall not be deemed to be in satisfaction in whole or in part of the obligations secured hereby and all of the other terms, covenants and conditions contained in this Deed of Trust shall remain as a lien on the Subject Property. Trustor hereby releases, remises, and quitclaims to Beneficiary any interest Trustor may have in the Beneficiary's Lease and further agrees and acknowledges that Beneficiary may assign the Beneficiary's Lease without notice, consent or joinder of Trustor. Trustor further waives any right Trustor may have to challenge the adequacy of any consideration received therefore.

4. Default and Remedies. Should (i) a Default occur under the Power Purchase Agreement, as provided and defined therein; (ii) Trustor fail to pay any amount when due under this Deed of Trust or other amounts due under any Ground Lease, BLM Grant, Appurtenance Instrument, any of the Transmission and Common Facility Agreements, or other Intangible Rights and Interests, which is not cured within thirty (30) days after receiving written notice thereof from Beneficiary or such shorter cure period that may be provided under any such Ground Lease, BLM Grant, Appurtenance Instrument, or any of the Transmission and Common Facility Agreements; or (iii) Trustor fail to perform any of its other material duties or obligations under this Deed of Trust, which failure is not cured within sixty (60) days after receipt of written of such failure from Beneficiary (provided that if (A) such breach cannot be cured within such period, (B) such breach is susceptible of cure within an additional thirty (30) days, (C) Trustor is proceeding with diligence and in good faith to cure such breach, and (D) the existence of such breach has not resulted in, and would not after considering the nature of the cure be reasonably expected to give rise to, a termination by the counterparty to any Ground Lease, BLM Grant, Appurtenance Instrument, or Transmission and Common Facility Agreement, or other Intangible Rights and Interests which is subject to breach, or to otherwise have a material adverse effect on the Subject Property or the validity or priority of Beneficiary's security interests and lien on the Subject Property, then such cure period shall be extended an additional thirty (30) days), then Beneficiary shall have the right to foreclose the lien of this Deed of Trust. In addition, Beneficiary may exercise any remedy available at law or in equity or under the Power Purchase Agreement to Beneficiary, including but not limited to those listed below, in such sequence or combination as Beneficiary may determine in Beneficiary's sole discretion:

a. Performance of Defaulted Obligations. Beneficiary may make any payment or perform any other obligation under this Deed of Trust which Trustor has failed to make or perform as provided for herein. All payments made and expenses (including reasonable attorney's fees) incurred by Beneficiary in this connection, together with interest thereon at the Default Rate from the date paid or incurred until repaid, will be part of the obligations secured by this Deed of Trust and will be immediately due and

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payable by Trustor to Beneficiary. In lieu of advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Trustor which may be in Beneficiary's possession, including but not limited to insurance or condemnation proceeds and amounts deposited for taxes, insurance premiums, or other purposes.

b. Specific Performance and Injunctive Relief. Notwithstanding the availability of legal remedies, Beneficiary will be entitled to obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring Trustor to cure or refrain from repeating any default.

c. Possession of Subject Property. Beneficiary may enter and take possession of the Subject Property without seeking or obtaining the appointment of a receiver, may employ a managing agent for the Subject Property, and may lease or rent all or any part of the Subject Property, either in Beneficiary's name or in the name of Trustor, and may collect the rents, issues, and profits of the Subject Property. Any revenues collected by Beneficiary under this section will be applied first toward payment of all expenses (including reasonable attorney's fees) incurred by Beneficiary, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance, if any, will be applied against the obligations secured hereby.

d. Other Remedies. Beneficiary may exercise all rights and remedies set forth in the Power Purchase Agreement or in this Deed of Trust, including all rights of a secured party under the UCC, as defined in Article 5 hereof.

c. Foreclosure.

i. Trustee's Sale. Beneficiary may foreclose this Deed of Trust by way of a trustee's sale pursuant to the provisions of Title 57, Chapter 1, *Utah Code Annotated*, as currently in effect, as amended, or in any other manner then permitted by law ("Trustee's Sale"). After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Subject Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parts or parcels, and in the absence of direction by Trustor, in such order as it may determine, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of the sale. To the extent allowed by law, the person conducting the sale may, for any cause he or she deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, postponement shall be given by public declaration thereof at the time and place last appointed for sale. Trustee shall execute and deliver to the purchaser its trustee's deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof as to bona fide third parties of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's fees, and Trustee's or Beneficiary's reasonable

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attorney's fees; (2) the obligations secured hereby; and (3) the remainder, if any, to the person or persons entitled thereto.

ii. Judicial Foreclosure. Beneficiary shall also have the right to foreclose this Deed of Trust as a mortgage by appropriate proceedings in any court of competent jurisdiction ("Judicial Foreclosure").

iii. Expenses of Trustee's Sale or Foreclosure. All reasonable fees, costs and expenses of any kind incurred by Beneficiary in connection with foreclosure of this Deed of Trust, including, without limitation, the reasonable costs of any appraisals of the Subject Property obtained by Beneficiary, all reasonable costs of any receivership for the Subject Property advanced by Beneficiary, and all reasonable attorneys' and consultants' fees incurred by Beneficiary, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimates as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination and similar data and assurances with respect to title, as Trustee or Beneficiary may deem necessary either to prosecute such suit or to evidence to bidders at the sales that may be had pursuant to such proceedings the true conditions of the title to or the value of the Subject Property, together with and including a reasonable compensation to Trustee, shall constitute a part of the obligations secured hereby and may be included as part of the amount owing from Trustor to Beneficiary at any foreclosure sale.

iv. Proceeds of Trustee's or Foreclosure Sale. The proceeds of foreclosure sale of the Subject Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, second, to the obligations secured hereby, and lastly, to Trustor, or, if applicable to such person or persons legally entitled thereto.

v. Insurance Upon Foreclosure. In case of an insured loss after Judicial Foreclosure or Trustee's Sale proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied to rebuilding or restoring the buildings or improvements, shall be used to pay the amount due under the obligations secured hereby. In the event of Judicial Foreclosure or Trustee's Sale, Beneficiary or Trustee is hereby authorized, without the consent of Trustor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Beneficiary or Trustee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

f. Appointment of Receiver. Beneficiary shall be entitled to the appointment of a receiver. Such receiver and his agents shall be empowered (a) to take possession of the Subject Property and any businesses conducted by Trustor or any other person (other than the lessor or other persons authorized by the lessor with respect to any rights to use portions of the Subject Property retained by the lessor as provided in the Ground Leases or by the BLM under the BLM Grants) thereon and any business assets used in connection therewith and, if the receiver deems it appropriate, to operate the same, (b) to exclude Trustor and Trustor's agents and employees from the Subject

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Property, (c) to collect the rents, issues, profits, and income therefrom, (d) to complete any construction which may be in progress, (e) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (f) to pay all taxes and assessments against the Subject Property and all premiums for insurance thereon, (g) to pay all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, and (h) generally to do anything which Trustor could legally do if Trustor were in possession of the Subject Property. All reasonable expenses incurred by the receiver or his agents shall constitute a part of the obligations secured hereby. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including reasonable attorneys' fees incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance shall be applied toward the obligations secured hereby and then to Trustor or in such other manner as the court may direct. Unless sooner terminated with the express consent of Beneficiary, any such receivership will continue until the obligations secured hereby have been discharged in full, or until title to the Subject Property has passed after foreclosure sale and all applicable periods of redemption have expired.

g. Right to Make Repairs, Improvements. Should any part of the Subject Property come into the possession of Beneficiary after a Default under the Power Purchase Agreement, as provided and defined therein, or after a default under this Deed of Trust, Beneficiary may use, operate, and/or make repairs, alterations, additions and improvements to the Subject Property for the purpose of preserving it or its value. Trustor covenants to promptly reimburse and pay to Beneficiary, at the address set forth in the first paragraph of this Deed of Trust, or at such other place as may be designated by Beneficiary in writing, the amount of all reasonable expenses (including the cost of any insurance, taxes, or other charges) incurred by Beneficiary in connection with its custody, preservation, use or operation of the Subject Property, together with interest thereon from the date incurred by Beneficiary at the Default Rate, and all such expenses, costs, taxes, interest, and other charges shall be a part of the obligations secured hereby. It is agreed, however, that the risk of accidental loss or damage to the Subject Property is undertaken by Trustor and, except for Beneficiary's willful misconduct or gross negligence, Beneficiary shall have no liability whatsoever for decline in value of the Subject Property, for failure to obtain or maintain insurance, or for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

h. Waivers. To the full extent that the covenants and waivers contained in this paragraph are permitted by law, but not otherwise, Trustor hereby waives any and all rights under, and covenants and agrees that it will not at any time insist upon or plead or in any manner whatsoever claim or take advantage of, any stay, exemption, moratorium or extension law now or hereafter in effect or any law now or hereafter in effect providing for the valuation or appraisal of the Subject Property or any part thereof prior to any sale or sales thereof and Trustor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to Trustee or Beneficiary, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

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5. Uniform Commercial Code. This Deed of Trust, to the extent that it conveys or otherwise deals with (i) personal property, or (ii) items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state of Utah ("UCC"), and this Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the county recorder of the county or counties in which the Subject Property, or any portion thereof is located with respect to any and all fixtures included within the term "Subject Property" as used herein and with respect to any personal property that may now be or hereafter become such fixtures. For purposes of the foregoing, Trustor is the debtor and owner of the Subject Property (with its address as set forth above), Beneficiary is the secured party (with its address as set forth below). Trustor grants to Beneficiary a valid and effective first priority security interest in all of Trustor's right, title and interest in and to all portions of the Subject Property which constitute personal property, together with all replacements, additions, and proceeds. Except for Permitted Encumbrances, Trustor agrees that, without the written consent of Beneficiary and except as otherwise permitted under the Power Purchase Agreement, no other security interest will be created under the provisions of the UCC and no lease having a market value of over \$500,000 will be entered into with respect to any goods, fixtures, equipment, appliances, or articles of personal property now attached to or used or to be attached to or used in connection with the Subject Property; provided that any lease entered into by Trustor having a market value of over \$50,000 shall constitute Subject Property subject to the security interest under this Deed of Trust. Subject to the cure provisions of Article 4 herein, upon Trustor's failure to perform any of its material obligations under this Deed of Trust or upon the occurrence of a Default under the Power Purchase Agreement, as provided and defined therein, Beneficiary shall have the remedies of a secured party under the UCC and, at Beneficiary's option, may also invoke the power of sale and all other remedies provided in this Deed of Trust as to the personal property and any other items of the Subject Property subject to this security interest. In exercising any remedies, Beneficiary may proceed against the items of Real Estate and any other items of personal property specified in Article 1 as part of the Subject Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the UCC or of the remedies provided in this Deed of Trust.

6. Beneficiary's Actions. Without affecting the lien of this instrument, Beneficiary may, from time to time, release any obligation, extend, alter or renew the terms of payment or performance, substitute security, and/or release any portion of the Subject Property.

7. Reconveyance by Trustee. Trustee may from time to time and only upon the written request of Beneficiary, reconvey, without warranty, any part of said property and/or join in any agreement subordinating the lien or charge hereof.

8. Partial Payment. The acceptance by Beneficiary of any sum in payment, or part payment, of any obligation secured hereby, after the same is due or after the recording of a notice of default, shall not be considered a waiver of the right to require prompt payment when due, of other sums, nor shall such acceptance cure or waive any

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remaining default or invalidate any sale held pursuant to Notice for any remaining default.

9. Severability. The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof, and this Deed of Trust shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

10. Successors and Assigns. This Deed of Trust shall inure to the benefit of and be binding upon the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. The use of the singular number shall include the plural number and the use of the plural number shall include the singular number. The use of the masculine gender shall include the feminine gender, and corporation or corporations that may be a party or parties hereto. The term "Beneficiary" shall mean the owners and holders of the obligation secured hereby, whether or not named as Beneficiary herein.

11. Notices. Trustor requests all notices to be given to it shall be made to the address stated on the first page of this Deed of Trust. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by commercial delivery service or by electronic transmission with verified receipt. Any notice directed to a party to this Deed of Trust shall become effective upon the earliest of the following: (i) actual receipt by that party; (ii) delivery to the designated address of that party, addressed to that party; or (iii) if given by certified or registered United States mail, two (2) days after deposit with the United States Postal Service, postage prepaid, addressed to that party at its designated address. Notwithstanding the foregoing, any copy of a notice of default recorded pursuant to Utah law and any notice of sale shall be sent to Trustor by certified or registered mail. The designated address of a party shall be the address of that party shown at the beginning of this Deed of Trust or such other address as that party, from time to time, may specify by notice to the other parties.

12. Termination of Deed of Trust. This Deed of Trust shall terminate and be of no further force or effect upon the expiration or termination of the Power Purchase Agreement and the payment by Trustor of the Termination Payment, if any, as defined in and required in accordance with the Power Purchase Agreement and any other payments due to Beneficiary thereunder. Beneficiary agrees to deliver to Trustee (with a copy to Trustor) a release, satisfaction and request for reconveyance in recordable form within ten (10) days after such occurrence as provided in the preceding sentence. Upon receipt of such release, satisfaction and request for reconveyance and this Deed of Trust for cancellation (if required under applicable law), Trustee shall reconvey, without warranty, the estate in the Subject Property then held by Trustee. The grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto."

13. Time of Essence and Waiver. Time is declared to be of the essence in this Deed of Trust. If Beneficiary chooses to waive any covenant, section, or provision of this Deed of Trust, or if any covenant, section, or provision of this Deed of Trust is construed

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by a court of competent jurisdiction to be invalid or unenforceable, it shall not affect the applicability, validity, or enforceability of the remaining covenants, paragraphs, or provisions.

14. Conflicts. In the event of a conflict or inconsistency with the terms of this Deed of Trust and the terms of the Power Purchase Agreement, the terms of the Power Purchase Agreement shall control. Notwithstanding the foregoing, the rights and remedies afforded to beneficiaries under deeds of trust and provided to Beneficiary in this Deed of Trust shall be in addition to, and not in lieu of, rights and remedies provided to Beneficiary under the Power Purchase Agreement.

15. Estoppel Certificate. Beneficiary agrees to provide Trustor with an estoppel certificate specifying whether there are any defaults hereunder (which shall include the amount of any outstanding Termination Payment then due), within ten (10) days after Trustor's written request therefore.

16. Release Provisions. Beneficiary agrees to execute and deliver (or cause the Trustee to execute and deliver) a partial release of lien and amendment to this Deed of Trust in recordable form releasing any portion of the Subject Property for which the conditions of release pursuant to Sections 2.7 and 2.8 of the Power Purchase Agreement have been met, as soon as practicable following Trustor's written request therefore

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Executed as of this 25<sup>th</sup> day of August, 2011.

**TRUSTOR:**

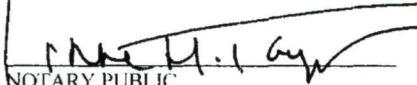
MILFORD WIND CORRIDOR PHASE II, LLC, a Delaware limited liability company

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

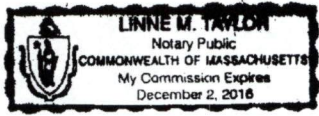
By:   
Print Name: Arthur J. Snell  
Title: Assistant Secretary

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 Secy 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 in behalf of said limited liability company, by authority, and said limited liability company executed the same.

  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
Dec. 2, 2016



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**EXHIBIT A  
TO  
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

[Legal Descriptions of Leasehold Parcels and BLM Parcels]

1. **MURPHY-BROWN LLC (Parcels 1-9):**

**PARCEL 1: (Tax Parcel No. 8733, Situated in Millard County)**

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

LESS AND EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST  
QUARTER OF SECTION 29.

**PARCEL 2: (Tax Parcel No. 8734, Situated in Millard County)**

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

**PARCEL 3: (Tax Parcel No. 8735, Situated in Millard County)**

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

**PARCEL 4: (Tax Parcel No. 8737, Situated in Millard County)**

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

**PARCEL 5: (Tax Parcel No. 8738, Situated in Millard County)**

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

**PARCEL 6: (Tax Parcel No. 8739, Situated in Millard County)**

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

**PARCEL 7: (Tax Parcel No. 8739-1, Situated in Millard County)**

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

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**PARCEL 8: (Tax Parcel No. 8911-A, Situated in Millard County)**

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

**PARCEL 9: (Tax Parcel No. 1-217-1, Situated in Beaver County)**

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

2. **BELLISTON:**

**PARCEL 25: (Tax Parcel No. 8911, Situated in Millard County)**

THE NORTH 128.64 ACRES IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

3. **BROCKDORFF, GARVER AND SUPPLE:**

**PARCEL 20: (Tax Parcel No. 8852-4; Situated in Millard County)**

THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

4. **HOLDAWAY:**

**PARCEL 26: (Tax Parcel No. 8736; Situated in Millard County)**

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

5. **OHNIKIAN:**

**PARCEL 24: (Tax Parcel No. 8857; Situated in Millard County)**

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

6. **WEBER:**

**PARCEL 22: (Tax Parcel No. 8856; Situated in Millard County)**

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

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**PARCEL 23: (Tax Parcel No. 8856-3; Situated in Millard County)**

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

7. **BLM PARCELS:**

**PARCEL 10 (TAX EXEMPT, Situated in Beaver County):**

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 12 (TAX EXEMPT, Situated in Millard County):**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 13 (TAX EXEMPT, Situated in Millard County):**

LOT 2, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 18 (TAX EXEMPT, Situated in Millard County):**

LOTS 2 THROUGH 4, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, AND THAT PORTION OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN MILLARD COUNTY.

**PARCEL 19 (TAX EXEMPT, Situated in Beaver County):**

THAT PORTION OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN BEAVER COUNTY.

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**PARCEL 21 (TAX EXEMPT, Situated in Millard County):**

THE WEST HALF OF SECTION 34 TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 27 (TAX EXEMPT, Situated in Beaver County):**

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 28 (TAX EXEMPT, Situated in Millard County):**

THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 29 (TAX EXEMPT, Situated in Millard County):**

THE EAST HALF OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 30 (TAX EXEMPT, Situated in Beaver County):**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 31 (TAX EXEMPT, Situated in Millard County):**

LOTS 1 THROUGH 5, THE SOUTH HALF OF THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 32 (TAX EXEMPT, Situated in Millard County):**

THAT PORTION OF LOTS 1 THROUGH 7, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN MILLARD COUNTY.

**PARCEL 33 (TAX EXEMPT, Situated in Millard County):**

LOTS 1 THROUGH 4, AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND

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MERIDIAN.

**PARCEL 34 (TAX EXEMPT, Situated in Millard County):**

LOTS 1 THROUGH 4, THE SOUTH HALF OF THE NORTH HALF AND THAT PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN MILLARD COUNTY.

**PARCEL 35 (TAX EXEMPT, Situated in Millard County):**

THAT PORTION OF LOTS 1 AND 2, THE SOUTH HALF OF THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN MILLARD COUNTY.

**PARCEL 36 (TAX EXEMPT, Situated in Beaver County):**

THAT PORTION OF LOT 7, THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN BEAVER COUNTY.

**PARCEL 37 (TAX EXEMPT, Situated in Beaver County):**

THAT PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN BEAVER COUNTY.

**PARCEL 38 (TAX EXEMPT, Situated in Beaver County):**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN BEAVER COUNTY.

**8. STATE OF UTAH, SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION LANDS:**

**PARCEL 11 (TAX EXEMPT, Situated in Beaver County):**

THAT PORTION OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN LYING WITHIN BEAVER COUNTY.

**PARCEL 14 (TAX EXEMPT, Situated in Millard County):**

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THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP  
25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 15 (TAX EXEMPT, Situated in Millard County):**

THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST  
QUARTER OF SECTION 26, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT  
LAKE BASE AND MERIDIAN.

**PARCEL 16 (TAX EXEMPT, Situated in Millard County):**

THE EAST HALF OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 10 WEST,  
SALT LAKE BASE AND MERIDIAN.

**PARCEL 17 (TAX EXEMPT, Situated in Millard County):**

THAT PORTION OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 26 SOUTH,  
RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN, LYING WITHIN  
MILLARD COUNTY.

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**EXHIBIT B  
TO  
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

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[Descriptions of each Ground Lease and BLM Grant]

1. **MURPHY-BROWN LLC**

AMENDED AND RESTATED LAND LEASE AGREEMENT DATED FEBRUARY 22, 2007, BY AND BETWEEN CIRCLE FOUR LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND MILFORD WIND CORRIDOR PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY THAT CERTAIN AMENDED AND RESTATED MEMORANDUM OF LEASE, DATED FEBRUARY 22, 2007, AND RECORDED AUGUST 25, 2009, AS ENTRY NO. 240604, IN BOOK 437, AT PAGE 860, OF THE OFFICIAL RECORDS OF BEAVER COUNTY, UTAH, AND RECORDED AUGUST 14, 2009, AS ENTRY NO. 00170558, IN BOOK 507, AT PAGE 155, OF THE OFFICIAL RECORDS OF MILLARD COUNTY, UTAH.

2. **BELLISTON**

LAND LEASE AGREEMENT DATED MARCH 6, 2009, BY AND BETWEEN RICHARD BELLISTON, A NATURAL PERSON, AS LESSOR, AND MILFORD WIND CORRIDOR PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY THAT CERTAIN MEMORANDUM OF LEASE, DATED MARCH 6, 2009, AND RECORDED OCTOBER 19, 2009, AS ENTRY NO. 00171214, IN BOOK 510, AT PAGE 83, OF THE OFFICIAL RECORDS OF MILLARD COUNTY, UTAH.

3. **BROCKDORFF, GARVER AND SUPPLE**

LAND LEASE AGREEMENT DATED DECEMBER 12, 2008, BY AND BETWEEN PETER HARRIS BROCKDORFF, A NATURAL PERSON, JENNY ELISE GARVER, A NATURAL PERSON, AND ELLEN E. SUPPLE, A NATURAL PERSON, AS LESSOR, AND MILFORD WIND CORRIDOR PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY THAT CERTAIN MEMORANDUM OF LEASE, DATED DECEMBER 24, 2008, AND RECORDED FEBRUARY 10, 2009, AS ENTRY NO. 00168679, IN BOOK 498, AT PAGE 340, OF THE OFFICIAL RECORDS OF MILLARD COUNTY, UTAH.

4. **HOLDAWAY**

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LAND LEASE AGREEMENT DATED DECEMBER 10, 2008, BY AND BETWEEN RICHARD HOLDAWAY, A NATURAL PERSON, AND NOREEN HOLDAWAY, A NATURAL PERSON, AS LESSOR, AND MILFORD WIND CORRIDOR PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY THAT CERTAIN MEMORANDUM OF LEASE, DATED FEBRUARY 12, 2009, AND RECORDED MARCH 5, 2009, AS ENTRY NO. 00168886, IN BOOK 499, AT PAGE 446, OF THE OFFICIAL RECORDS OF MILLARD COUNTY, UTAH.

5. OHNIKIAN

LAND LEASE AGREEMENT DATED MARCH 6, 2009, BY AND BETWEEN AUDREY OHNIKIAN, A NATURAL PERSON, AS LESSOR, AND MILFORD WIND CORRIDOR PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY THAT CERTAIN MEMORANDUM OF LEASE, DATED MARCH 6, 2009, AND RECORDED SEPTEMBER 16, 2009, AS ENTRY NO. 00170877, IN BOOK 508, AT PAGE 369, OF THE OFFICIAL RECORDS OF MILLARD COUNTY, UTAH.

6. WEBER

LAND LEASE AGREEMENT DATED DECEMBER 10, 2008, BY AND BETWEEN ANTHONY A. WEBER, A NATURAL PERSON, DANE A. WEBER, A NATURAL PERSON, AND ROBIN J. WEBER, A NATURAL PERSON, AS LESSOR, AND MILFORD WIND CORRIDOR PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY THAT CERTAIN MEMORANDUM OF LEASE, DATED DECEMBER 10, 2008, AND RECORDED AUGUST 14, 2009, AS ENTRY NO. 00170562, IN BOOK 507, AT PAGE 197, OF THE OFFICIAL RECORDS OF MILLARD COUNTY, UTAH.

7. UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT, ISSUED BY UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT IN FAVOR OF MILFORD WIND CORRIDOR PHASE II, LLC FOR THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, UPGRADE AND TERMINATE A WIND DEVELOPMENT FACILITY, RECORDED JUNE 4, 2010, AS ENTRY NO. 173360, IN BOOK 518, AT PAGE 867 OF OFFICIAL RECORDS. SAID DOCUMENT WAS ALSO FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, STATE OF UTAH, AS SERIAL NO. 83073.

8. STATE OF UTAH, SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

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SPECIAL USE LEASE AGREEMENT NO. 1599B DATED APRIL 22, 2009, BY AND BETWEEN THE STATE OF UTAH, ACTING BY AND THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, AS LESSOR, AND MILFORD WIND CORRIDOR PHASE II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY THAT CERTAIN AMENDED AND RESTATED MEMORANDUM OF LEASE (MILLARD COUNTY), DATED APRIL 22, 2009, RECORDED AUGUST 25, 2009, AS ENTRY NO. 240606, IN BOOK 438, AT PAGE 1, OF OFFICIAL RECORDS OF BEAVER COUNTY, UTAH, AND RECORDED AUGUST 14, 2009 AS ENTRY NO. 00170560, IN BOOK 507, AT PAGE 173, OF OFFICIAL RECORDS OF MILLARD COUNTY, UTAH.

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**EXHIBIT C  
TO  
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

[Legal description of the real property interests and description of all improvements, supporting equipment and property agreements pertaining to the Facility Transmission Line Interests, as defined in the Power Purchase Agreement]

1. An undivided ten and two tenths (10.20%) tenant in common interest in and to the Grant of Easements described below pursuant to that certain Assignment and Assumption Agreement (Omnibus Assignment of Private Easements) dated October 20, 2010, by and among Milford Wind Corridor Phase I, LLC, a Delaware limited liability company ("Milford I"), and Trustor, recorded October 21, 2010, as Entry No. 243699, in Book 449, at Page 27, of the Official Records of Beaver County, Utah, and recorded October 21, 2010, as Entry No. 00174728, in Book 524, at Page 650, of the Official Records of Millard County, Utah.

Grant of Easements by and between Robert Neil Smyth and Melene B. Smyth, as Grantors, and Milford Wind Corridor Phase I, LLC, a Delaware limited liability company ("Milford I") as Grantee, recorded October 24, 2008, as Entry No. 238213, Book 429, Page 99 in Official Records of Beaver County with reference to the following easement:

PARCEL 2: (Tax Parcel No. 02-0001-0009)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 10 WEST, COUNTY OF BEAVER, STATE OF UTAH. SAID EASEMENT IS 175 FEET WIDE AS FOLLOWS: COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH 89°15'51" EAST 1320.39 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER. THENCE LEAVING SAID NORTH BOUNDARY AND ALONG SAID EAST BOUNDARY, SOUTH 01°32'09" WEST 175.02 FEET TO A POINT; THENCE LEAVING SAID EAST BOUNDARY NORTH 89°15'51" WEST 1320.70 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER. THENCE ALONG SAID WEST BOUNDARY NORTH 01°38'10" EAST 175.02 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

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BEGINNING AT A POINT LOCATED WEST 1322.74 FEET AND SOUTH 70.83 FEET FROM THE NORTH QUARTER CORNER OF SECTION 9, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF PARCEL #2040; THENCE N89°16'55"W 87.87 FEET; THENCE N89°16'54"W 1097.84 FEET; THENCE N88°50'58"W 134.89 FEET TO A POINT ON THE WEST SECTION LINE OF SECTION 9 LOCATED S01°32'34"W ALONG THE WEST SECTION LINE 87.39 FEET FROM THE NORTHWEST CORNER OF SECTION 9.

**PARCEL 3:** (Tax Parcel No. 02-0002-0001)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 10 WEST, COUNTY OF BEAVER, STATE OF UTAH. SAID EASEMENT IS 175 FEET WIDE AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 SOUTH 01°38'10" WEST 175.01 TO A POINT. THENCE LEAVING SAID EAST BOUNDARY, NORTH 88°50'28" WEST 1340.58 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER. THENCE ALONG SAID WEST BOUNDARY, NORTH 01°34'52" EAST 175.01 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE LEAVING SAID WEST BOUNDARY AND ALONG THE NORTH BOUNDARY, SOUTH 88°50'28" EAST 1340.75 FEET TO A POINT BEING THE POINT OF BEGINNING.

**AS SURVEYED LEGAL DESCRIPTION**

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

BEGINNING AT A POINT LOCATED S01°32'34"W ALONG THE EAST SECTION 87.39 FEET FROM THE NORTHEAST CORNER OF SECTION 8, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF PARCEL #2038; THENCE N88°50'58"W 998.62 FEET; THENCE N88°50'57"W 318.59 FEET TO A POINT ON THE NORTH 40 ACRE LINE OF THE NORTHEAST CORNER OF SECTION 8 LOCATED WEST 1319.30 FEET AND SOUTH 60.91 FEET FROM THE NORTHEAST CORNER OF SECTION

Grant of Easements by and between Jetta Robinson and Shaun Pearson, as successor trustees of the Ralph W. Pearson Family Living Trust dated 3-19-96, as Grantors and Milford I, as Grantee, recorded October 21, 2008 as Entry No. 238178, in Book 428, at Page 812 in Official Records of Beaver County, with respect to the following easement:

**PARCELS 4 THROUGH 9:** (Tax Parcel Nos. 02-0001-0008 and 02-0001-0010)

THE NORTH QUARTER OF SECTIONS 7 AND 8, TOWNSHIP 26 SOUTH, RANGE 10 WEST, COUNTY OF BEAVER, STATE OF UTAH. SAID EASEMENT IS 175 FEET WIDE

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AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 7 SOUTH 88°50'28" EAST 1336.76 TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID SECTION 7 AND ALONG THE NORTH BOUNDARY OF SECTION 8, SOUTH 88°50'28" EAST 8052.41 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 8; THENCE LEAVING SAID NORTH BOUNDARY AND ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, SOUTH 01°34'52" WEST 175.01 FEET TO A POINT ON SAID EAST BOUNDARY; THENCE LEAVING SAID EAST BOUNDARY, NORTH 88°50'28" WEST 8051.02 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE ALONG SAID WEST BOUNDARY, NORTH 01°07'34" EAST 175.00 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION FOR PARCELS 4 THROUGH 6

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

BEGINNING AT A POINT LOCATED WEST 1319.30 FEET AND SOUTH 60.91 FEET FROM THE NORTHEAST CORNER OF SECTION 8, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF PARCEL #2039; THENCE N88°50'57"W 843.52 FEET; THENCE N88°50'56"W 1171.27 FEET; THENCE N88°50'57"W 1222.46 FEET; THENCE N88°50'56"W 718.34 FEET TO A POINT ON THE WEST SECTION LINE OF SECTION 8 LOCATED S01°35'58"W ALONG THE WEST SECTION LINE 116.60 FEET FROM THE NORTHWEST CORNER OF SECTION 8.

AS SURVEYED DESCRIPTION FOR PARCELS 7 THROUGH 9

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

BEGINNING AT A POINT LOCATED S01°35'58"W ALONG THE EAST SECTION LINE 116.60 FEET FROM THE NORTHEAST CORNER OF SECTION 7, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF PARCEL #2037; THENCE N88°50'56"W 282.89 FEET; THENCE N88°50'57"W 714.02 FEET; THENCE N88°50'58"W 1172.50 FEET; THENCE N88°50'57"W 1790.38 FEET TO A POINT ON THE NORTH 40 ACRE LINE OF THE NORTHWEST CORNER OF SECTION 7 LOCATED WEST 3962.23 FEET AND SOUTH 37.03 FEET FROM THE NORTHEAST CORNER OF SECTION 7.

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Grant of Easements by and between Russell S. Harris, as Grantor, and Milford I, as Grantee, recorded September 3, 2008, as Entry No. 167176, in Book 492, at Page 426 in Official Records of Millard County, with respect to the following easement:

PARCEL 15: (Tax Parcel No. 8928-5)

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH 89°03'02" EAST 240.00 FEET TO A POINT. THENCE LEAVING SAID NORTH BOUNDARY SOUTH 00°58'52" WEST 1319.63 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID SOUTH BOUNDARY NORTH 89°02'42" WEST 240.00 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID WEST BOUNDARY, NORTH 00°58'52" EAST 1319.61 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED ON THE WEST QUARTER CORNER OF SECTION 1, T.26S., R.11W., S.L.B.&M. WHICH IS ALSO SOUTHWEST CORNER OF PARCEL #45857; THENCE N00°59'32"E ALONG THE WEST SECTION LINE 1320.00 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE S89°02'15"E ALONG THE 40 ACRE LINE 240.00 FEET; THENCE S00°59'32"W 1320.00 FEET TO THE QUARTER SECTION LINE; THENCE N89°02'15"W ALONG QUARTER SECTION LINE 240.00 FEET TO THE POINT OF BEGINNING.

Grant of Easements by and between Russell Warthen and Gail Warthen, as Grantors, and Milford I as Grantee, recorded September 26, 2008, as Entry No. 167365, in Book 493, a Page 242, in the Official Records of Millard County, with respect to the following easement

PARCEL 16: (Tax Parcel No. 8928-3)

LOT 4 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH 88°25'31" EAST 240.01 FEET TO A POINT. THENCE LEAVING SAID NORTH BOUNDARY SOUTH 00°58'52" WEST

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1589.49 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID SOUTH BOUNDARY NORTH 89°03'02" WEST 240.00 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID WEST BOUNDARY, NORTH 00°58'52" EAST 1592.11 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED ON THE NORTHWEST CORNER OF SECTION 1, T.26S., R.11W., S.L.B.&M. WHICH IS ALSO THE NORTHWEST CORNER OF PARCEL #45832; THENCE S88°25'35"E ALONG THE NORTH SECTION LINE 240.01 FEET; THENCE S00°59'32"W 1589.48 FEET TO THE SOUTH LINE OF LOT 4; THENCE N89°02'15"W ALONG THE SOUTH LINE OF LOT 4 240.00 FEET TO SECTION LINE; THENCE N00°59'32"E ALONG THE WEST SECTION LINE 1592.04 FEET TO THE POINT BEGINNING.

Grant of Easements by and between Duva Properties, Ltd., as Grantor, and Milford I, as Grantee, recorded August 28, 2008, as Entry No. 167102, in Book 492, at Page 201 in Official Records of Millard County with respect to the following easement:

PARCEL 17: (Tax Parcel No. 8902)

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 00°19'02" EAST 1321.98 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE LEAVING SAID WEST BOUNDARY AND ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 88°32'26" EAST 175.04 FEET TO A POINT, THENCE LEAVING SAID NORTH BOUNDARY SOUTH 00°19'02" WEST 1322.13 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG SAID SOUTH BOUNDARY, NORTH 88°25'31" WEST 175.29 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED ON THE SOUTHWEST CORNER OF SECTION 36, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE SOUTHWEST CORNER OF PARCEL #45287; THENCE N00°36'32"E ALONG THE WEST SECTION LINE 1318.32 FEET TO THE

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40 ACRE LINE; THENCE S88°31'26"E ALONG THE 40 ACRE LINE 175.02 FEET;  
THENCE S00°36'32"W 1316.25 FEET TO THE SOUTH SECTION LINE; THENCE  
N89°11'58"W ALONG THE SOUTH SECTION LINE 175.00 FEET TO THE POINT OF  
BEGINNING.

**Grant of Easements by and between Charles W.P. McNeal, as Grantor, and Milford I, as  
Grantee, recorded October 21, 2008, as Entry No. 167666, in Book 494, at Page 448 in  
Official Records of Millard County, with respect to the following easement:**

**PARCEL 18:** (Tax Parcel No. 8902-5-1)

THE SOUTH QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST  
QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 11 WEST, COUNTY OF  
MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF  
THE SOUTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE SOUTHWEST  
CORNER OF THE PROPERTY, SAID POINT BEING THE TRUE POINT OF BEGINNING;  
THENCE ALONG THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER, NORTH 00°19'02" EAST 327.80 FEET TO A POINT. THENCE  
LEAVING SAID WEST BOUNDARY, SOUTH 88°41'00" EAST 240.04 FEET TO A POINT.  
THENCE SOUTH 00°19'02" WEST 328.40 FEET TO A POINT ON THE SOUTH  
BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE ALONG SAID SOUTH BOUNDARY, NORTH 88°32'26" WEST 240.05 FEET TO  
A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED N00°36'32"E 1318.32 FEET ALONG THE WEST  
SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 36, T.25S., R.11W.,  
S.L.B.&M. WHICH IS ALSO THE SOUTHWEST CORNER OF PARCEL #156555; THENCE  
N00°36'32"E ALONG THE WEST SECTION LINE 329.58 FEET; THENCE S88°32'53"E  
240.03 FEET; THENCE S00°36'32"W 329.68 FEET; THENCE N88°31'26"W 240.03 FEET TO  
THE POINT OF BEGINNING.

**Grant of Easements by and between Lloyd C. Carter, as Grantor, and Milford I, as  
Grantee, recorded August 28, 2008, as Entry No. 167103, in Book 492, at Page 209 in  
Official Records of Millard County, with respect to the following easement:**

**PARCEL 19:** (Tax Parcel No. 8902-5)

THE NORTH THREE QUARTERS OF THE NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 11 WEST,  
COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS  
FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST  
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, THENCE ALONG

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THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 00°19'02" EAST 327.80 FEET TO A POINT, BEING THE SOUTHWEST CORNER OF SAID NORTH THREE QUARTERS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST CORNER OF THE PROPERTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'02" EAST 993.98 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, THENCE LEAVING SAID WEST BOUNDARY AND ALONG SAID NORTH BOUNDARY, SOUTH 88°39'16" EAST 175.03 FEET TO A POINT. THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 00°19'02" WEST 993.89 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID NORTH THREE QUARTERS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH BOUNDARY, SOUTH 88°41'00" EAST 175.03 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED N00°36'32"E 1647.90 FEET ALONG THE WEST SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 36, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE SOUTHWEST CORNER OF PARCEL #45329; THENCE N00°36'32"E ALONG THE WEST SECTION LINE 988.74 FEET TO THE NORTH SECTION LINE; THENCE S88°37'15"E ALONG THE NORTH SECTION LINE 175.02 FEET; THENCE S00°36'32"W 988.96 FEET; THENCE N88°32'53"W 175.02 FEET TO THE POINT OF BEGINNING.

Grant of Easements by and between Nancy Barney, as Grantor, and Milford I, as Grantee, recorded August 28, 2008, as Entry No. 167101, in Book 492, at Page 193, in Official Records of Millard County, with reference to the following easement:

PARCEL 176: (Tax Parcel No. MA-2657-1)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 15 SOUTH, RANGE 8 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT A BRASS CAP MARKING THE NW CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, THENCE ALONG THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 00°57'20" WEST 176.89 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST BOUNDARY, SOUTH 89°10'25" EAST 1329.24 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°57'36" WEST 240.00 FEET TO A POINT. THENCE LEAVING SAID EAST BOUNDARY, NORTH 89°10'25" WEST 1329.23 FEET TO A POINT ON SAID WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER. THENCE ALONG SAID WEST BOUNDARY, NORTH 00°57'20" EAST 240.00 FEET TO A POINT BEING THE

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POINT OF BEGINNING.

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DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S00°57'25"W ALONG THE WEST SECTION LINE 330.83 FEET FROM THE WEST QUARTER CORNER OF SECTION 24, T.15S., R.8W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #130006; THENCE S89°10'16"E 1143.31 FEET; THENCE S89°10'17"E 184.29 FEET TO A POINT ON THE NORTH 40 ACRE LINE IN THE SOUTHWEST QUARTER OF SECTION 24 LOCATED EAST 1321.93 FEET AND SOUTH 349.99 FEET FROM THE WEST QUARTER CORNER OF SECTION 24.

Grant of Easements by and between William Do, Ly Huong Tong, and Nhiem Tong, as Grantors, and Milford I, as Grantee, recorded July 9, 2008, as Entry No. 166571, in Book 490, at Page 029, in Official Records of Millard County, with respect to the following:

PARCEL 177: (Tax Parcel No. MA-2657)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 15 SOUTH, RANGE 8 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, THENCE ALONG THE WEST BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 00°57'35" WEST 178.24 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID WEST BOUNDARY, SOUTH 89°10'25" EAST 1323.61 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°50'00" WEST 240.00 FEET TO A POINT. THENCE LEAVING SAID EAST BOUNDARY, NORTH 89°10'25" WEST 1324.14 FEET TO A POINT ON SAID WEST BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER. THENCE ALONG SAID WEST BOUNDARY, NORTH 00°57'36" EAST 240.00 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 1321.93 FEET AND SOUTH 349.99 FEET FROM THE WEST QUARTER CORNER OF SECTION 24, T.15S., R.8W., S.L.B.&M.

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WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129990; THENCE S89°10'17"E 1327.60 FEET TO A POINT ON THE SOUTH QUARTER SECTION LINE OF SECTION 24 LOCATED EAST 2649.40 FEET AND SOUTH 369.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 24.

**Grant of Easements by and between Marceline Ann Treat Wolfe and Barbara Aviani, as Grantors, and Milford I, as Grantee, recorded September 3, 2008, as Entry No. 167177, in Book 492, at Page 435, in Official Records of Millard County, with respect to the following easement:**

**PARCEL 198:** (Tax Parcel No. 8862)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 25 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, NORTH 88°43'33" WEST 447.81 FEET TO A POINT. THENCE LEAVING SAID SOUTH BOUNDARY NORTH 55°53'48" EAST 547.57 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE ALONG SAID EAST BOUNDARY SOUTH 01°01'51" WEST 317.02 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED ON THE SOUTHEAST CORNER OF SECTION 1, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE SOUTHEAST CORNER OF PARCEL #44876; THENCE N88°43'33"W ALONG THE SOUTH SECTION LINE 448.19 FEET; THENCE N55°53'47"E 548.17 FEET TO THE EAST SECTION LINE; THENCE S01°03'04"W ALONG THE EAST SECTION LINE 317.37 FEET TO THE POINT OF BEGINNING.

**Grant of Easements by and between Russell Warthen and Gail Warthen, as Grantors, and Milford I, as Grantee, recorded September 26, 2008, as Entry No. 167367, in Book 493, at Page 261, in Official Records of Millard County, with respect to the following easement:**

**PARCEL 203:** (Tax Parcel No. 8899)

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 153 FEET WIDE AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTH 89°03'56" WEST 153.01 FEET TO

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A POINT, THENCE LEAVING SAID SOUTH BOUNDARY NORTH 00°19'02" EAST 1321.90 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE ALONG SAID NORTH BOUNDARY SOUTH 89°01'11" EAST 153.01 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°19'02" WEST 1321.77 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED N00°36'32"E ALONG THE EAST SECTION LINE 2636.63 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE SOUTHEAST CORNER OF PARCEL #45246; THENCE N88°59'16"W ALONG THE EAST QUARTER SECTION LINE 120.99 FEET; THENCE N00°53'10"E 1006.66 FEET; THENCE N00°53'09"E 311.80 FEET; THENCE S88°54'09"E ALONG THE EAST 40 ACRE LINE OF THE NORTHEAST QUARTER 114.61 FEET TO THE EAST SECTION LINE; THENCE S00°36'32"W ALONG THE EAST SECTION LINE 1318.32 FEET TO THE POINT OF BEGINNING.

Grant of Easements by and between L B Ranch as Grantor, and Milford I, as Grantee, recorded August 28, 2008, as Entry No. 167100, in Book 492, at Page 185, in Official Records of Millard County, with respect to the following easement:

PARCEL 204: (Tax Parcel No. 8899-1-1)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 153 FEET WIDE AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH 00°19'02" WEST 1321.56 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE LEAVING SAID EAST BOUNDARY AND ALONG THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTH 89°01'11" WEST 153.01 FEET TO A POINT, THENCE LEAVING SAID SOUTH BOUNDARY NORTH 00°19'42" EAST 1321.89 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE ALONG SAID NORTH BOUNDARY, SOUTH 88°53'45" EAST 153.01 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

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BEGINNING AT A POINT LOCATED N88°49'01"W ALONG THE NORTH SECTION LINE 5357.71 FEET FROM THE NORTHEAST CORNER OF SECTION 36, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE NORTHEAST CORNER OF PARCEL #153636; THENCE S00°36'32"W ALONG THE EAST SECTION LINE 1318.32 FEET TO THE EAST 40 ACRE LINE OF THE NORTHEAST QUARTER; THENCE N88°54'09"W ALONG THE EAST 40 ACRE LINE OF THE NORTHEAST QUARTER 114.61 FEET; THENCE N00°53'09"E 919.70 FEET; THENCE N00°53'10"E 398.74 FEET; THENCE S88°49'01"E ALONG THE NORTH SECTION LINE 108.24 FEET TO THE POINT OF BEGINNING.

**Grant of Easements by and between Jesse S. Brown, as Grantor, and Milford I, as Grantee, recorded August 8, 2008, as Entry No. 166889, in Book 491, at Page 368, in Official Records of Millard County, with respect to the following easement:**

**PARCELS 23 AND 24: (Tax Parcel No. 8883)**

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 24, ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER, SOUTH 88°45'01" EAST 240.03 FEET TO A POINT. THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 00°18'41" WEST 2671.53 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST QUARTER. THENCE ALONG SAID SOUTH BOUNDARY, NORTH 88°53'24" WEST 240.02 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHWEST QUARTER. THENCE LEAVING SAID SOUTH BOUNDARY AND ALONG SAID WEST BOUNDARY, NORTH 00°18'41" EAST 2672.11 FEET TO A POINT BEING THE POINT OF BEGINNING.

**AS SURVEYED LEGAL DESCRIPTION**

**DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:**

BEGINNING AT A POINT LOCATED ON THE WEST QUARTER CORNER OF SECTION 24, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE SOUTHWEST CORNER OF PARCEL #45139; THENCE N00°18'27"E ALONG THE WEST SECTION LINE 2672.48 FEET TO THE NORTHWEST CORNER; THENCE S88°45'01"E ALONG THE NORTH SECTION LINE 240.03 FEET; THENCE S00°18'27"W 2672.32 FEET TO THE WEST QUARTER SECTION LINE; THENCE N88°47'20"W ALONG THE WEST QUARTER SECTION LINE 240.03 FEET TO THE POINT OF BEGINNING.

**Amended and Restated Grant of Easements, by and between Shaun Pearson, as Grantor, and Milford I, as Grantee, recorded April 23, 2009, as Entry No. 169401, in Book 502, at Page 054, in Official Records of Millard County, with respect to the following easement:**

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**PARCELS 33 AND 34:** (Tax Parcel No. 8760-1)

LOTS 4 AND 5 IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 10 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 175 FEET WIDE AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID SECTION 6, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 6 NORTH 01°01'42" EAST 2656.93 FEET TO A POINT, BEING THE NORTHWEST CORNER OF LOT 4, THENCE LEAVING SAID WEST BOUNDARY AND ALONG THE NORTH BOUNDARY OF SAID LOT 4, SOUTH 89°59'76" EAST 175.00 FEET TO A POINT, THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 01°01'42" WEST 2659.36 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 5, THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 5, NORTH 88°71'75" WEST 175.00 FEET TO A POINT BEING THE POINT OF BEGINNING.

**AS SURVEYED LEGAL DESCRIPTION**

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S88°03'08"E ALONG THE WEST QUARTER SECTION LINE 87.51 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, T.25S., R.10W., S.L.B.&M WHICH IS ON THE SOUTHERLY PROPERTY LINE OF PARCEL #43555; THENCE N01°03'04"E 1.37 FEET; THENCE N01°00'38"E 2660.49 FEET TO A POINT ON THE NORTH SECTION LINE OF SECTION 6 LOCATED S88°46'38"E ALONG THE NORTH SECTION LINE 87.50 FEET FROM THE NORTHWEST CORNER OF SECTION 6.

**Grant of Easements by and between G. Kay, Inc., Kia Fadel Hodgson, Kristin L. Fadel, Douglas K. Fadel, and Kara Fadel Burnett, as Trustees of Rock Manor Trust, as Grantors, and Milford I, as Grantee, recorded September 26, 2008, as Entry No. 167366, in Book 493, at Page 250, with respect to the following easement:**

**PARCELS 182 THROUGH 186:** (Tax Parcel Nos. MA-2590-B-1 (Parcel 182); MA-2590-B (Parcel 183); MA-2590-A (Parcels 184 and 185); MA-2592 (Parcel 186))

PORTIONS OF SECTIONS 19 AND 20 OF TOWNSHIP 15 SOUTH, RANGE 7 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19, THENCE ALONG THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 00°48'50" WEST 182.29 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST BOUNDARY, SOUTH 89°10'25" EAST 6622.66 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°57'14" WEST

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240.00 FEET TO A POINT. THENCE LEAVING SAID EAST BOUNDARY, NORTH 89°10'25" WEST 6622.07 FEET TO A POINT ON SAID WEST BOUNDARY OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19. THENCE ALONG SAID WEST BOUNDARY, NORTH 00°48'50" EAST 240.00 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 182

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S01°01'43"W 2982.02 FEET FROM THE NORTHWEST CORNER OF SECTION 19, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129750; THENCE S89°10'19"E 576.70 FEET; THENCE S89°10'17"E 772.87 FEET TO A POINT ON THE NORTH 40 ACRE LINE IN THE SOUTHWEST QUARTER OF SECTION 19 LOCATED EAST 1295.90 FEET AND SOUTH 3001.05 FEET FROM THE NORTHWEST CORNER OF SECTION 19.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 183

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 1295.90 FEET AND SOUTH 3001.05 FEET FROM THE NORTHWEST CORNER OF SECTION 19, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129776; THENCE S89°10'17"E 1322.33 FEET TO A POINT ON THE SOUTH QUARTER SECTION LINE OF SECTION 19 LOCATED EAST 2618.09 FEET AND SOUTH 3020.18 FEET FROM THE NORTHWEST CORNER OF SECTION 19.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 184

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 2618.09 FEET AND SOUTH 3020.18 FEET FROM THE NORTHWEST CORNER OF SECTION 19, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129743; THENCE S89°10'17"E 397.23 FEET; THENCE S89°10'16"E 925.09 FEET TO A POINT ON THE NORTH 40 ACRE LINE IN THE SOUTHEAST QUARTER OF SECTION 19 LOCATED EAST 3940.28 FEET AND SOUTH 3039.31 FEET FROM THE NORTHWEST CORNER OF SECTION 19.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 185

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DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 3940.28 FEET AND SOUTH 3039.31 FEET FROM THE NORTHWEST CORNER OF SECTION 19, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129743; THENCE S89°10'16"E 293.09 FEET; THENCE S89°10'18"E 1029.24 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 19 LOCATED N00°57'49"E ALONG THE EAST SECTION LINE 2308.05 FEET FROM THE SOUTHEAST CORNER OF SECTION 19.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 186

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED N00°57'49"E ALONG THE WEST SECTION LINE 2308.05 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129842; THENCE S89°10'18"E 207.19 FEET; THENCE S89°10'17"E 1111.14 FEET TO A POINT ON THE NORTH 40 ACRE LINE IN THE SOUTHWEST QUARTER OF SECTION 20 LOCATED EAST 1268.09 FEET AND SOUTH 2997.78 FEET FROM THE NORTHWEST CORNER OF SECTION 20.

Grant of Easements by and between Delta Egg Farm, LLC, as Grantor, and Milford I, as Grantee, recorded August 28, 2008, as Entry No. 167104, in Book 492, at Page 217, in Official Records of Millard County, with respect to the following easement:

PARCELS 189 THROUGH 191: (Tax Parcel Nos. MA-2592-B (Parcel 189); MA-2596 (Parcel 190); MA-2597-B (Parcel 191))

PORTIONS OF SECTION 20, 21 AND 22 OF TOWNSHIP 15 SOUTH, RANGE 7 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, THENCE ALONG THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 00°43'32" WEST 205.23 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST BOUNDARY, SOUTH 00°43'32" WEST 240.00 FEET TO A POINT. THENCE LEAVING SAID EAST BOUNDARY, NORTH 89°05'21" WEST 9274.15 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20. THENCE ALONG SAID WEST BOUNDARY, NORTH 00°56'04" EAST 240.00 FEET TO A POINT. THENCE LEAVING SAID WEST BOUNDARY, SOUTH 89°05'21" EAST 9273.27 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING.

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AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 189

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED WEST 1343.78 FEET AND SOUTH 3041.81 FEET FROM THE NORTHEAST CORNER OF SECTION 20, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129859; THENCE S89°10'17"E 1318.32 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 20 LOCATED S00°28'45"W 3060.98 FEET FROM THE NORTHEAST CORNER OF SECTION 20.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 190

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S00°28'45"W 3060.98 FEET FROM THE NORTHEAST CORNER OF SECTION 20, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129875; THENCE S89°10'17"E 1069.20 FEET; THENCE S89°10'16"E 1232.17 FEET; THENCE S89°10'18"E 1245.87 FEET; THENCE S89°10'17"E 1756.41 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 21 LOCATED S00°45'36"W ALONG THE EAST SECTION LINE 2980.56 FEET FROM THE NORTHEAST CORNER OF SECTION 21.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 191

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S00°45'36"W ALONG THE WEST SECTION LINE 2980.56 FEET FROM THE NORTHWEST CORNER OF SECTION 22, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129917; THENCE S89°10'17"E 2659.23 FEET TO A POINT ON THE SOUTH QUARTER SECTION LINE OF SECTION 22 LOCATED EAST 2619.40 FEET AND SOUTH 3018.76 FEET FROM THE NORTHWEST CORNER OF SECTION 22.

Grant of Easements by and between KMJA, LLC, as Grantor, and Milford I, as Grantee, recorded February 26, 2009, as Entry No. 168824, in Book 499, at Page 093, in Official Records of Millard County, with respect to the following easement:

PARCEL 188: (Tax Parcel No. MA-2591)

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 OF

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TOWNSHIP 15 SOUTH, RANGE 7 WEST, COUNTY OF MILLARD, STATE OF UTAH. SAID EASEMENT IS 240 FEET WIDE AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20, THENCE ALONG THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SOUTH 00°56'41" WEST 197.22 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST BOUNDARY, SOUTH 89°10'25" EAST 1319.18 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°56'04" WEST 240.00 FEET TO A POINT. THENCE LEAVING SAID EAST BOUNDARY, NORTH 89°10'25" WEST 1319.23 FEET TO A POINT ON SAID WEST BOUNDARY. THENCE ALONG SAID WEST BOUNDARY, NORTH 00°56'41" EAST 240.00 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 2675.19 FEET AND NORTH 2269.59 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #129792; THENCE S89°10'16"E 34.29 FEET; THENCE S89°10'18"E 1241.89 FEET; THENCE S89°10'17"E 42.14 FEET TO A POINT ON THE NORTH 40 ACRE LINE IN THE SOUTHEAST QUARTER OF SECTION 20 LOCATED WEST 1343.78 FEET AND SOUTH 3041.81 FEET FROM THE NORTHEAST CORNER OF SECTION 20.

2. An undivided ten and two tenths (10.20%) tenant in common interest in and to the Permanent Nonexclusive Easement Agreement described below pursuant to that certain Assignment and Assumption Agreement (IPA Easement) dated October 20, 2010 by and among Milford I, and Trustor, recorded October 21, 2010, as Entry No. 00174729 in Book 524, at Page 671, of the Official Records of Millard County, Utah

Permanent Nonexclusive Easement Agreement, by and between Intermountain Power Agency, a political subdivision of the State of Utah, as Grantor, and Milford I, as Grantee, recorded February 10, 2009, as Entry No. 00168678, in Book 498, at Page 329 in Official Records of Millard County with reference to the following easement:

PARCEL 213: (Taxes assessed by Utah State Tax Commission)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 7 WEST, SALT LAKE MERIDIAN, IN THE COUNTY OF MILLARD, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 24; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST

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QUARTER OF SECTION 24, NORTH 00°58'44" EAST, 236.20 FEET; THENCE SOUTH 70°55'44" EAST, 348.29 FEET; THENCE NORTH 79°09'35" EAST, 886.81 FEET; THENCE NORTH 00°04'38" WEST, 265.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°04'38" WEST, 462.24 FEET; THENCE NORTH 00°04'41" WEST, 926.40 FEET; THENCE NORTH 36°27'42" WEST, 221.82 FEET; THENCE NORTH 04°22'30" WEST 418.70 FEET; THENCE NORTH 85°37'30" EAST, 175.00 FEET; THENCE SOUTH 04°22'30" EAST, 368.37 FEET; THENCE SOUTH 36°27'42" EAST, 229.01 FEET; THENCE SOUTH 00°04'41" EAST, 983.91 FEET; THENCE SOUTH 00°04'38" EAST, 523.17 FEET; THENCE NORTH 70°55'48" WEST, 185.30 FEET TO SAID TRUE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET EAST AND 87.5 FEET WEST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED NORTH 547.87 FEET AND WEST 1333.37 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE SOUTHERLY PROPERTY LINE OF PARCEL #129909; THENCE N00°04'37"W 474.06 FEET; THENCE N00°04'40"W 955.44 FEET; THENCE N36°27'41"W 225.48 FEET; THENCE N04°22'28"W 393.65 FEET TO A POINT LOCATED WEST 1544.25 FEET AND SOUTH 70.81 FEET FROM THE EAST QUARTER CORNER OF SECTION 24.

3. An undivided ten and two tenths (10.20%) tenant in common interest in and to Easement No. 1280 described below pursuant to that certain Assignment and Assumption Agreement (SITLA Easement) dated October 20, 2010, by and among Milford I and Trustor, recorded October 21, 2010, as Entry No. 243698, in Book 449, at Page 1, of the Official Records of Beaver County, Utah and recorded October 21, 2010, as Entry No. 00174727, in Book 524, at Page 624, of the Official Records of Millard County, Utah

Easement No. 1280, by and between the State of Utah, School and Institutional Trust Lands Administration, as Grantor and Milford I, as Grantee, recorded February 26, 2009, as Entry No. 00168809, in Book 499, at Page 28 of official records of Millard County, and recorded March 2, 2009, as Entry No. 239159, in Book 432, at Page 536 of official records of Beaver County with reference to the following easement:

PARCEL 20: (Tax Parcel No. Not Applicable)

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 11 WEST, COUNTY OF MILLARD STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SECTION 36, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID WEST HALF, SOUTH 88°52'58" EAST 240.02 FEET TO A POINT ON SAID NORTH BOUNDARY. THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 00°19'02" WEST 2644.5 FEET TO A POINT ON THE CENTER LINE OF SAID SECTION 26. THENCE ALONG SAID

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CENTER LINE, NORTH 88°39'16" WEST 240.04 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SECTION 36. THENCE LEAVING SAID CENTER LINE AND ALONG SAID WEST BOUNDARY, NORTH 00°19'02" EAST 2643.55 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED N00°36'32"E ALONG THE WEST SECTION LINE 2636.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 36, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE SOUTHWEST CORNER OF THE STATE OF UTAH PROPERTY; THENCE N00°36'32"E ALONG THE WEST SECTION LINE 2636.63 FEET TO THE NORTHWEST CORNER; THENCE S88°49'01"E ALONG THE NORTH SECTION LINE 240.01 FEET; THENCE S00°36'32"W 2637.46 FEET TO THE WEST QUARTER SECTION LINE; THENCE N88°37'15"W ALONG THE WEST QUARTER SECTION LINE 240.02 FEET TO THE POINT OF BEGINNING.

PARCEL 85: (Tax Parcel No. Not Applicable)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 9 WEST, COUNTY OF MILLARD STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF SECTION 16, THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 16, SOUTH 89°11'51" EAST 81.99 FEET TO A POINT ON SAID NORTH BOUNDARY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER, SOUTH 89°11'51" EAST 178.03 FEET TO A POINT ON SAID NORTH BOUNDARY. THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 11°22'56" WEST 1343.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16. THENCE ALONG SAID SOUTH BOUNDARY NORTH 89°11'51" WEST 13.83 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SECTION 16. THENCE ALONG SAID WEST BOUNDARY, NORTH 00°49'17" EAST 880.64 FEET TO A POINT ON SAID WEST BOUNDARY. THENCE LEAVING SAID WEST BOUNDARY, NORTH 11°22'56" EAST 447.33 FEET TO A POINT ON SAID NORTH BOUNDARY, SAID POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED N00°49'11"E ALONG THE WEST SECTION LINE 1723.18 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, T.22S., R.9W.,

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S.L.B.&M WHICH IS ON THE WESTERLY PROPERTY LINE OF THE STATE OF UTAH PROPERTY; THENCE N11°22'56"E 405.89 FEET; THENCE N11°22'55"E 528.07 FEET TO A POINT ON THE NORTH SECTION LINE OF SECTION 16 LOCATED S89°11'58"E ALONG THE NORTH SECTION LINE 171.20 FEET FROM THE NORTHWEST CORNER OF SECTION 16.

**PARCEL 97:** (Tax Parcel No. Not Applicable)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 9 WEST, COUNTY OF MILLARD STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT A BRASS CAP MARKING THE SOUTHEAST CORNER OF SECTION 16, THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 16, NORTH 89°06'21" WEST 84.83 FEET TO A POINT ON SAID SOUTH BOUNDARY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST QUARTER, NORTH 89°06'21" WEST 177.97 FEET TO A POINT ON SAID SOUTH BOUNDARY. THENCE LEAVING SAID SOUTH BOUNDARY, NORTH 11°22'56" EAST 1343.03 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16. THENCE ALONG SAID NORTH BOUNDARY SOUTH 89°10'55" EAST 16.58 FEET TO A POINT ON THE EAST BOUNDARY. THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°49'05" WEST 865.62 FEET TO A POINT ON SAID EAST BOUNDARY. THENCE LEAVING SAID EAST BOUNDARY, SOUTH 11°22'56" WEST 462.72 FEET TO A POINT ON SAID SOUTH BOUNDARY, SAID POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED N89°10'53"W ALONG THE SOUTH SECTION LINE 173.90 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, T.21S., R.9W., S.L.B.&M. WHICH IS ON THE SOUTHERLY PROPERTY LINE OF THE STATE OF UTAH PROPERTY; THENCE N11°22'55"E 947.47 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 16 LOCATED N00°48'22"E ALONG THE EAST SECTION LINE 931.42 FEET FROM THE SOUTHEAST CORNER OF SECTION 16.

**PARCEL 181:** (Tax Parcel No. Not Applicable)

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 8 WEST, COUNTY OF MILLARD STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT A BRASS CAP MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 24, SOUTH 00°48'50" WEST 182.29 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING

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ALONG THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER, SOUTH 00°48'50" WEST 240.00 FEET TO A POINT ON SAID EAST BOUNDARY. THENCE LEAVING SAID EAST BOUNDARY, NORTH 89°10'25" WEST 2657.37 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SOUTHEAST QUARTER. THENCE ALONG SAID WEST BOUNDARY NORTH 00°50'00" EAST 240.00 FEET TO A POINT ON THE WEST BOUNDARY. THENCE LEAVING SAID WEST BOUNDARY, SOUTH 89°10'25" EAST 2657.29 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 2649.40 FEET AND SOUTH 369.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 24, T.15S., R.8W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF THE STATE OF UTAH PROPERTY; THENCE S89°10'17"E 1986.66 FEET; THENCE S89°10'19"E 659.13 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 24 LOCATED S01°01'43"W 2982.02 FEET FROM THE NORTHEAST CORNER OF SECTION 24.

PARCEL 187: (Tax Parcel No. Not Applicable)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 7 WEST, COUNTY OF MILLARD STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT A POINT ON THE EAST-WEST CENTER LINE OF SAID SECTION 20, THENCE SOUTH 00°57'14" WEST 189.23 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°10'25" EAST 1318.48 FEET TO A POINT ON SAID CENTER LINE. THENCE LEAVING SAID EAST-WEST CENTER LINE AND ALONG THE NORTH-SOUTH CENTER LINE, SOUTH 00°56'41" WEST 240.00 FEET TO A POINT ON SAID CENTER LINE. THENCE LEAVING SAID CENTER LINE NORTH 89°10'25" WEST 1318.52 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER. THENCE ALONG SAID WEST BOUNDARY, NORTH 00°57'14" EAST 240.00 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 1268.09 FEET AND SOUTH 2997.78 FEET FROM THE NORTHWEST CORNER OF SECTION 20, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF THE STATE OF UTAH PROPERTY; THENCE S89°10'17"E 119.11 FEET; THENCE S89°10'16"E 1199.21 FEET TO A POINT ON

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THE SOUTH QUARTER SECTION LINE OF SECTION 20 LOCATED EAST 2675.19 FEET AND NORTH 2269.59 FEET FROM THE SOUTHWEST CORNER OF SECTION 20.

**PARCELS 192 THROUGH 195, 197 AND 218:** (Tax Parcel Nos. Not Applicable)

PORTIONS OF SECTIONS 22, 23, 24, AND 25, TOWNSHIP 15 SOUTH, RANGE 7 WEST, COUNTY OF MILLARD STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT AN ALUMINUM CAP ON THE CENTER LINE OF SECTION 22, THENCE SOUTH 00°43'32" WEST 196.21 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°10'18" EAST 4088.75 FEET TO A POINT. THENCE SOUTH 70°55'43" EAST 7204.46 FEET TO A POINT. THENCE NORTH 79°09'35" EAST 882.00 FEET TO A POINT. THENCE NORTH 00°04'38" WEST 201.99 FEET TO A POINT. THENCE SOUTH 70°52'48" EAST 185.30 FEET TO A POINT. THENCE SOUTH 00°04'38" EAST 352.09 FEET TO A POINT. THENCE SOUTH 79°09'35" WEST 1078.61 FEET TO A POINT. THENCE NORTH 70°55'43" WEST 7230.04 FEET TO A POINT. THENCE NORTH 89°10'18" WEST 4049.78 FEET TO A POINT. THENCE NORTH 00°43'32" EAST 240.00 FEET TO A POINT, BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 192

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 2619.40 FEET AND SOUTH 3018.76 FEET FROM THE NORTHWEST CORNER OF SECTION 22, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #170770; THENCE S89°10'17"E 436.02 FEET; THENCE S89°10'18"E 1242.37 FEET; THENCE S89°10'16"E 977.64 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 22 LOCATED EAST 5275.15 FEET AND SOUTH 3057.16 FEET FROM THE NORTHWEST CORNER OF SECTION 22.

AS SURVEYED LEGAL DESCRIPTION FOR PARCELS 193 THROUGH 195

DESCRIPTION OF AN EASEMENT THAT IS 150 FEET NORTH AND 90 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING AND SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED EAST 5275.15 FEET AND SOUTH 3057.16 FEET FROM THE NORTHWEST CORNER OF SECTION 22, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #170788; THENCE S89°10'16"E 278.64 FEET; THENCE S89°10'17"E 1128.73 FEET; THENCE S70°55'41"E 2381.75 FEET; THENCE S70°55'42"E 1724.25 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 22 LOCATED N00°58'44"E ALONG THE EAST SECTION LINE 1021.52 FEET FROM THE SOUTHEAST CORNER OF SECTION 23.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 197

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DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED N00°58'44"E ALONG THE WEST SECTION LINE 926.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T.15S., R.7W., S.L.B.&M. WHICH IS ALSO THE SOUTHWEST CORNER OF PARCEL #170796; THENCE N00°58'51"E ALONG THE WEST SECTION LINE 252.48 FEET; THENCE S70°55'42"E 816.77 FEET; THENCE S70°55'40"E 1193.39 FEET; THENCE S70°55'43"E 763.31 FEET; THENCE S61°18'34"E 374.03 FEET; THENCE N79°09'37"E 887.10 FEET; THENCE N00°04'37"W 284.36 FEET TO THE SOUTH PROPERTY LINE OF THE IPP SITE; THENCE S70°57'27"E ALONG THE SOUTH PROPERTY LINE OF THE IPP SITE 185.22 FEET; THENCE S00°04'37"E 368.56 FEET; THENCE S79°09'37"W 774.55 FEET TO THE SOUTH SECTION LINE; THENCE N89°54'08"W ALONG THE SOUTH SECTION LINE 470.63 FEET; THENCE N71°21'13"W 155.68 FEET; THENCE N70°55'43"W 841.74 FEET; THENCE N70°55'40"W 1193.40 FEET; THENCE N70°55'42"W 738.36 FEET TO THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION FOR PARCEL 218

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED S89°54'08"E ALONG THE SOUTH SECTION LINE 148.35 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, T.15S., R.7W., S.L.B.&M. WHICH IS ON THE NORTHERLY PROPERTY LINE OF THE STATE OF UTAH PROPERTY; THENCE S89°54'08"E ALONG THE SOUTH SECTION LINE 470.63 FEET; THENCE S79°09'37"W 304.16 FEET; THENCE N71°21'13"W 181.42 FEET TO THE POINT OF BEGINNING.

PARCELS 200 AND 201: (Tax Parcel No. Not Applicable)

THE EAST HALF OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 11 WEST, COUNTIES OF MILLARD AND BEAVER, STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS: COMMENCING AT A BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 2, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SAID EAST HALF, SOUTH 00°58'52" WEST 5555.68 FEET TO A POINT ON SOUTH BOUNDARY OF SAID SECTION 2. THENCE LEAVING SAID EAST BOUNDARY AND ALONG THE SOUTH BOUNDARY, NORTH 88°56'20" WEST 127.12 FEET TO A POINT. THENCE LEAVING SAID SOUTH BOUNDARY, NORTH 00°52'56" EAST 5555.18 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 2. THENCE ALONG SAID NORTH BOUNDARY, SOUTH 89°09'27" EAST 136.70 FEET TO A POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

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BEGINNING AT A POINT LOCATED N00°58'03"E ALONG THE EAST SECTION LINE 0.05 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, T.26S., R.11W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF THE STATE OF UTAH PROPERTY; THENCE N89°07'05"W 124.55 FEET; THENCE N00°53'05"E 782.95 FEET TO THE COUNTY LINE; THENCE S89°02'15"E ALONG THE COUNTY LINE 125.68 FEET TO THE EAST SECTION LINE; THENCE S00°58'03"W ALONG THE EAST SECTION LINE 782.77 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED ON THE NORTHEAST CORNER OF SECTION 2, T.26S., R.11W., S.L.B.&M. WHICH IS ALSO THE NORTHEAST CORNER OF THE STATE OF UTAH PROPERTY; THENCE S00°59'32"W ALONG THE EAST SECTION LINE 2912.04 FEET TO THE EAST QUARTER CORNER; THENCE S00°58'03"W ALONG THE EAST SECTION LINE 1861.20 FEET TO THE COUNTY LINE; THENCE N89°02'15"W ALONG THE COUNTY LINE 125.68 FEET; THENCE N00°53'05"E 334.69 FEET; THENCE N00°53'10"E 1124.95 FEET; THENCE N00°53'08"E 1116.47 FEET; THENCE N00°53'10"E 1149.55 FEET; THENCE N00°53'09"E 1047.25 FEET; THENCE S89°10'40"E ALONG THE NORTH SECTION LINE 133.74 FEET TO THE POINT OF BEGINNING.

PARCEL 219: (Tax Parcel No. Not Applicable)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 10 WEST, COUNTY OF BEAVER, STATE OF UTAH. SAID EASEMENT IS AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 9, THENCE ALONG THE EAST BOUNDARY OF SAID SECTION SOUTH 01°25'22" WEST 901.46 FEET TO A POINT ON THE SAID EAST BOUNDARY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH 01°25'22" WEST 182.45 FEET TO A POINT ON SAID EAST BOUNDARY. THENCE LEAVING SAID EAST BOUNDARY, NORTH 72°08'48" WEST 1376.28 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9. THENCE ALONG SAID WEST BOUNDARY, NORTH 01°24'34" WEST 182.46 FEET TO A POINT ON THE WEST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER. THENCE LEAVING SAID WEST BOUNDARY, SOUTH 72°08'49" EAST 1376.32 FEET TO A POINT ON THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

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BEGINNING AT A POINT LOCATED EAST 2650.04 FEET AND SOUTH 1019.17 FEET FROM THE NORTH QUARTER CORNER OF SECTION 9, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF THE STATE OF UTAH PROPERTY; THENCE N72°46'17"W 994.80 FEET; THENCE N72°08'48"W 379.34 FEET TO A POINT ON THE WEST 40 ACRE LINE OF THE NORTHEAST CORNER OF SECTION 9 LOCATED EAST 1338.80 FEET AND SOUTH 608.22 FEET FROM THE NORTH QUARTER CORNER OF SECTION 9.

4. An undivided ten and two tenths (10.20%) tenant in common interest in and to the Right of Way/Grant described below pursuant to that certain Assignment and Assumption Agreement (BLM Right of Way) dated October 20, 2010, by and among Milford I and Trustor, recorded October 21, 2010, as Entry No. 243697, in Book 448, at Page 776, of the Official Records of Beaver County, Utah and recorded October 21, 2010, as Entry No. 00174726, in Book 524, at Page 527, of the Official Records of Millard County, Utah

Right-of-Way/Grant issued by the United States of America acting through the Bureau of Land Management of the Department of the Interior to Milford I, Right-of-Way/Grant Serial No. UTU-82973 with an effective date of April 13, 2009, recorded on April 23, 2009, in the Official Records of the Millard County Recorder's Office as Entry No. 00169395, at Book 501, Page 893 and recorded on April 23, 2009, in the Official Records of the Beaver County Recorder's Office as Entry No. 239577, at Book 434, Page 163 with reference to the following right of way property:

PARCEL 1: (Tax Parcel No. Not Applicable)

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN. AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

BEGINNING AT A POINT LOCATED S01°27'52"W ALONG THE NORTH QUARTER SECTION LINE 182.31 FEET FROM THE NORTH QUARTER CORNER OF SECTION 9, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF B.L.M. PROPERTY; THENCE N72°08'48"W 322.07 FEET; THENCE N89°16'55"W 1011.60 FEET TO A POINT ON THE NORTH 40 ACRE LINE OF THE NORTHWEST QUARTER OF SECTION 9 LOCATED WEST 1322.74 FEET AND SOUTH 70.83 FROM THE NORTH QUARTER CORNER OF SECTION 9.

PARCEL 10: (Tax Parcel No. Not Applicable)

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LOT 1 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

BEGINNING AT A POINT LOCATED WEST 3962.23 FEET AND SOUTH 37.03 FEET FROM THE NORTHEAST CORNER OF SECTION 7, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF B.L.M. PROPERTY; THENCE N88°50'57"W 660.49 FEET; THENCE N89°20'01"W 837.24 FEET TO A POINT ON THE WEST SECTION LINE OF SECTION 7 LOCATED S01°05'10"W ALONG THE WEST SECTION LINE 95.91 FEET FROM THE NORTHWEST CORNER OF SECTION 7.

PARCEL 12: (Tax Parcel No. Not Applicable)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, LYING WITHIN BEAVER COUNTY.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET NORTH AND 87.5 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINES EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINES:

BEGINNING AT A POINT LOCATED S01°05'10"W ALONG THE WEST SECTION LINE 95.91 FEET FROM THE NORTHWEST CORNER OF SECTION 7, T.26S., R.10W., S.L.B.&M. WHICH IS ON THE EASTERLY PROPERTY LINE OF B.L.M. PROPERTY; THENCE N89°20'01"W 376.77 FEET; THENCE N89°09'49"W 1240.05 FEET; THENCE N89°09'50"W 1029.72 FEET; THENCE N89°07'05"W 2617.13 FEET; THENCE ALONG THE CENTERLINE OF AN EASEMENT THAT IS 300 FEET WIDE (150 FEET ON EITHER SIDE) FOR THE FOLLOWING BEARING AND DISTANCE N00°53'05"E 695.24 FEET TO A POINT ON THE COUNTY LINE LOCATED EAST 37.54 FEET AND NORTH 782.31 FEET FROM THE SOUTHWEST CORNER OF SECTION 1.

PARCEL 13: (Tax Parcel No. Not Applicable)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE

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SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, LYING WITHIN MILLARD COUNTY.

**PARCEL 14:** (Tax Parcel No. Not Applicable)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION FOR PARCELS 13 AND 14

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED ON THE WEST QUARTER CORNER OF SECTION 1, T.26S., R.11W., S.L.B.&M. WHICH IS ALSO THE NORTHWEST CORNER OF PARCEL #45816; THENCE S89°01'57"E ALONG THE EAST QUARTER SECTION LINE 175.00 FEET; THENCE S00°58'03"W 1861.18 FEET; THENCE N89°02'15"W ALONG THE COUNTY LINE 175.00 FEET TO THE WEST SECTION LINE; THENCE N00°58'03"E ALONG THE WEST SECTION LINE 1861.20 FEET TO THE POINT OF BEGINNING.

**PARCEL 21:** (Tax Parcel No. Not Applicable)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED N88°49'01"W ALONG THE SOUTH SECTION LINE 5315.95 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, T.25S., R.11W., S.L.B.&M. WHICH IS ON THE SOUTHERLY PROPERTY LINE OF PARCEL #45154; THENCE N00°53'10"E 819.63 FEET; THENCE N00°53'09"E 2436.94 FEET; THENCE N00°53'10"E 1229.04 FEET; THENCE N00°53'08"E 815.96 FEET TO A POINT ON THE NORTH SECTION LINE OF SECTION 25 LOCATED WEST 5232.84 FEET AND NORTH 5410.70 FEET FROM THE SOUTHEAST CORNER OF SECTION 25.

**PARCEL 22:** (Tax Parcel No. Not Applicable)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

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AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED WEST 5232.84 FEET AND NORTH 5410.70 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, T.25S., R.11W., S.L.B.&M. WHICH IS ON THE SOUTHERLY PROPERTY LINE OF PARCEL #45147; THENCE N00°53'08"E 402.81 FEET; THENCE N00°53'09"E 1225.61 FEET; THENCE N00°53'10"E 1077.94 FEET TO A POINT ON THE WEST QUARTER SECTION LINE OF SECTION 24 LOCATED S88°47'20"E ALONG THE WEST QUARTER SECTION LINE 124.59 FEET FROM THE WEST QUARTER CORNER OF SECTION 24.

PARCEL 25: (Tax Parcel No. Not Applicable)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S88°45'01"E ALONG THE SOUTH SECTION LINE 152.75 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, T.25S., R.11W., S.L.B.&M. WHICH IS ON THE SOUTHERLY PROPERTY LINE OF B.L.M. PARCEL; THENCE N01°36'57"E 1113.16 FEET; THENCE N01°36'58"E 1240.30 FEET; THENCE N01°36'57"E 1199.07 FEET; THENCE N01°36'56"E 1180.47 FEET; THENCE N01°36'57"E 514.79 FEET TO A POINT ON THE NORTH SECTION LINE OF SECTION 13 LOCATED NORTH 5242.37 FEET AND EAST 300.69 FEET FROM THE SOUTHWEST CORNER OF SECTION 13.

PARCEL 26: (Tax Parcel No. Not Applicable)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

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DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED NORTH 5242.37 FEET AND EAST 300.69 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, T.25S., R.11W., S.L.B.&M. WHICH IS ON THE SOUTHERLY PROPERTY LINE OF PARCEL #45071; THENCE N01°36'57"E 682.45 FEET; THENCE N01°36'56"E 1159.18 FEET; THENCE N56°06'30"E 1110.12 FEET; THENCE N56°06'32"E 379.25 FEET TO A POINT ON THE WEST QUARTER SECTION LINE OF SECTION 12 LOCATED SOUTH 2710.47 FEET AND EAST 1171.60 FEET FROM THE NORTHWEST CORNER OF SECTION 12.

**PARCEL 27:** (Tax Parcel No. Not Applicable)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS DESCRIBED WITH METES AND BOUNDS:

BEGINNING AT A POINT LOCATED EAST 1271.51 FEET AND SOUTH 2712.05 FEET FROM THE NORTHWEST CORNER OF SECTION 12, T.25S., R.11W., S.L.B.&M. WHICH IS ALSO THE NORTHWEST CORNER OF PARCEL #45071; THENCE S89°05'48"E ALONG THE WEST QUARTER SECTION LINE 53.41 FEET; THENCE S56°06'32"W 65.73 FEET TO THE NORTH 40 ACRE LINE OF THE NORTHWEST CORNER; THENCE N01°46'00"E ALONG THE NORTH 40 ACRE LINE OF THE NORTHWEST CORNER 37.51 FEET TO THE POINT OF BEGINNING.

**PARCEL 28:** (Tax Parcel No. Not Applicable)

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 29:** (Tax Parcel No. Not Applicable)

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 30:** (Tax Parcel No. Not Applicable)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN.

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DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED SOUTH 2641.90 FEET AND EAST 1273.67 FEET FROM THE NORTHWEST CORNER OF SECTION 12, T.25S., R.11W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #45071; THENCE N56°06'32"E 567.90 FEET; THENCE N56°06'33"E 1120.12 FEET; THENCE N56°06'31"E 1130.12 FEET; THENCE N56°06'32"E 1090.12 FEET; THENCE N55°53'47"E 625.28 FEET TO A POINT ON THE NORTH SECTION LINE OF SECTION 12 LOCATED N88°43'33"W ALONG THE NORTH SECTION LINE 297.06 FEET FROM THE NORTHEAST CORNER OF SECTION 12.

**PARCEL 32:** (Tax Parcel No. Not Applicable)

LOTS 6 AND 7 OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED N01°03'04"E ALONG THE WEST SECTION LINE 210.35 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, T.25S., R.10W., S.L.B.&M. WHICH IS ON THE WESTERLY PROPERTY LINE OF PARCEL #43548; THENCE N55°53'47"E 107.05 FEET; THENCE N01°01'40"E 54.00 FEET; THENCE N01°03'04"E 2326.45 FEET TO A POINT ON THE WEST QUARTER SECTION LINE OF SECTION 6 LOCATED S88°03'08"E ALONG THE WEST QUARTER SECTION LINE 87.51 FEET FROM THE WEST QUARTER CORNER OF SECTION 6.

**PARCEL 35:** (Tax Parcel No. Not Applicable)

LOTS 1, 2, 3, AND 4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S88°46'38"E ALONG THE SOUTH SECTION LINE 87.50 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, T.24S., R.10W.,

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S.L.B.&M WHICH IS ON THE SOUTHERLY PROPERTY LINE OF B.L.M. PROPERTY;  
THENCE N01°00'38"E 0.46 FEET; THENCE N00°50'17"E 1551.94 FEET; THENCE  
N00°54'00"E 71.42 FEET; THENCE N00°50'20"E 2433.23 FEET; THENCE N00°50'23"E  
1192.28 FEET; THENCE N00°59'11"E 31.97 FEET TO A POINT ON THE NORTH SECTION  
LINE OF SECTION 31 LOCATED S89°00'37"E ALONG THE NORTH SECTION LINE 88.06  
FEET FROM THE NORTHWEST CORNER OF SECTION 31.

**PARCEL 36:** (Tax Parcel No. Not Applicable)

LOTS 1, 2, 3, AND 4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 10 WEST, SALT  
LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF  
THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE  
EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S89°00'37"E ALONG THE SOUTH SECTION LINE  
88.06 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, T.24S., R.10W.,  
S.L.B.&M WHICH IS ON THE SOUTHERLY PROPERTY LINE OF B.L.M. PROPERTY;  
THENCE N00°59'11"E 2478.37 FEET; THENCE N00°59'12"E 2290.00 FEET; THENCE  
N00°59'11"E 502.87 FEET TO A POINT ON THE NORTH SECTION LINE OF SECTION 30  
LOCATED S89°40'30"E ALONG THE NORTH SECTION LINE 96.10 FEET FROM THE  
NORTHWEST CORNER OF SECTION 30.

**PARCEL 37:** (Tax Parcel No. Not Applicable)

LOTS 1, 2, 3, AND 4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 10 WEST, SALT  
LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF  
THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE  
EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S89°40'30"E ALONG THE SOUTH SECTION LINE  
96.10 FEET FROM THE SOUTHWEST CORNER OF SECTION 19, T.24S., R.10W.,  
S.L.B.&M WHICH IS ON THE SOUTHERLY PROPERTY LINE OF B.L.M. PROPERTY;  
THENCE N00°59'11"E 570.03 FEET; THENCE N00°59'12"E 1191.88 FEET; THENCE  
N00°59'13"E 1278.07 FEET; THENCE N00°59'10"E 1214.93 FEET; THENCE N38°50'19"E  
1192.51 FEET; THENCE N38°50'18"E 109.13 FEET TO A POINT ON THE NORTH  
SECTION LINE OF SECTION 19 LOCATED S89°18'38"E ALONG THE NORTH SECTION  
LINE 895.02 FEET FROM THE NORTHWEST CORNER OF SECTION 19.

00178694 Fee \$972.00  
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Connie Hansen, 08/25/2011 03:00 PM By FIRST CLASS TITLE

**PARCEL 38:** (Tax Parcel No. Not Applicable)

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED S89°18'38"E ALONG THE SOUTH SECTION LINE 895.02 FEET FROM THE SOUTHWEST CORNER OF SECTION 18, T.24S., R.10W., S.L.B.&M WHICH IS ON THE SOUTHERLY PROPERTY LINE OF B.L.M. PROPERTY; THENCE N38°50'18"E 701.58 FEET TO A POINT ON THE SOUTH 40 ACRE LINE IN THE SOUTHWEST QUARTER OF SECTION 18 LOCATED NORTH 535.50 FEET AND EAST 1334.76 FEET FROM THE SOUTHWEST CORNER OF SECTION 18.

**PARCEL 39:** (Tax Parcel No. Not Applicable)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF AN EASEMENT THAT IS 87.5 FEET WEST AND 87.5 FEET EAST OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE EASEMENT LINE EXTENDING OR SHORTENING TO TIE INTO THE BOUNDARY LINE:

BEGINNING AT A POINT LOCATED NORTH 535.50 FEET AND EAST 1334.76 FEET FROM THE SOUTHWEST CORNER OF SECTION 18, T.24S., R.10W., S.L.B.&M WHICH IS ON THE WESTERLY PROPERTY LINE OF B.L.M. PROPERTY; THENCE N38°50'18"E 414.76 FEET; THENCE N38°50'21"E 1278.28 FEET; THENCE N38°50'20"E 462.51 FEET TO A POINT ON THE SOUTH QUARTER SECTION LINE OF SECTION 18 LOCATED EAST 2641.23 FEET AND SOUTH 422.99 FEET FROM THE WEST QUARTER CORNER OF SECTION 18.

**PARCEL 40:** (Tax Parcel No. Not Applicable)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN.

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B: 539 P: 831 Fee: \$972.00  
County Name: Millard Sec: 18  
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