

NCS 344152 AH

WHEN RECORDED, RETURN TO:
Milford Wind Corridor Phase II, LLC
c/o First Wind Energy, LLC
179 Lincoln Street, Suite 500
Boston, MA 02111
Attention: General Counsel

Ent 243233 Bk 447 Pg 125
Date: 12-AUG-2010 1:09PM
Fee: \$54.00 ACH
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: FIRST AMERICAN NCS - COTTONW
Recorded Electronically by Simplifile

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS is entered into as of the 10th day of May, 2010, by and between Murphy-Brown LLC, a Delaware limited liability company successor by merger to Circle Four LLC with an address at 341 South Main Street, P.O. Box 100, Milford, UT 84751 ("**Grantor**"), and Milford Wind Corridor Phase II, LLC, a Delaware limited liability company having a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111, Attn: General Counsel ("**Grantee**") (Grantor and Grantee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**"), with reference to the following:

A. Grantor is the owner of certain real property located in Beaver County, Utah (the "**Grantor Property**").

B. Grantor and Grantee are parties to that certain Amended and Restated Land Lease Agreement (Millard County) dated effective as of February 22, 2007 ("**Land Lease**"), concerning certain lands owned by Grantor in Beaver County and Millard County, Utah ("**Leased Premises**") more particularly described in the Land Lease and evidenced by that certain Amended and Restated Memorandum of Lease ("**Memorandum**") recorded in the Beaver County Recorder's Office on August 25, 2009, as Entry No. 240604, in Book 437, beginning at Page 860 and recorded in the Millard County Recorder's Office on August 14, 2009, as Entry No. 170558, in Book 507, beginning at Page 155.

C. Pursuant to the Land Lease, Grantee intends to develop one or more Wind Energy Improvements (as such term is defined in the Land Lease) on the Leased Premises and other adjacent property and in connection therewith connect to the existing substation and operations and maintenance building located in Beaver County, Utah (collectively, the "**Common Facility Improvements**").

D. In connection with Grantee's Wind Energy Improvements, Grantor has agreed to grant and convey to Grantee on, over, under, across and through portions of the Grantor Property a nonexclusive easement and right-of-way for existing access roads, and a nonexclusive easement and right-of-way for existing communication lines, subject to the limitations contained in this instrument.

E. Milford Wind Corridor Phase I, LLC, a Delaware limited liability company ("**Consenting Party**") has consented to and agreed with the grant by Grantor of the Easement (defined below) to Grantee pursuant to this Grant of Easements.

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby convey to Grantee, its successors and assigns, the non-exclusive rights, privileges and easements (collectively, the "Easement") hereinafter set forth which are to be exercised upon and with respect to the Easement Parcels (defined below). The Easement hereby granted and conveyed to Grantee, its successors and assigns shall include the rights, privileges and easements as follows:

(a) a non-exclusive forty (40) foot wide easement for pedestrian and vehicular ingress, egress, and access on, over, across and through the portions of the Grantor Property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Access Road Easement Parcel") by means of existing roads, lanes and related access points as shown on Exhibit B attached hereto and incorporated herein by this reference for all purposes related to one or more Wind Energy Improvements located on the Leased Premises including, without limitation, the erection, construction, installation, replacement, repair, relocation, removal, maintenance, operation, and use, from time to time, of such Wind Energy Improvements on the Leased Premises;

(b) a non-exclusive easement on, over, under and through the Access Road Easement Parcel for ingress and egress to and from the Leased Premises and the Common Facility Improvements;

(c) a twenty (20) foot wide non-exclusive easement on, over, under and through the portions of the Grantor Property more particularly described in Exhibit C attached hereto and incorporated herein by this reference (the "Communication Line Easement Parcel") for underground electrical collection and communications lines as shown on Exhibit D attached hereto and incorporated herein by this reference related to the operation of one or more Wind Energy Improvements located on the Leased Premises (the Access Road Easement Parcel and the Communication Line Easement Parcel are referred to herein sometimes collectively as the "Easement Parcels");

(d) to enter upon the Easement Parcels at any time with personnel, conveyances, motor vehicles, and all necessary tools and machinery for ingress and egress;

(e) to improve, maintain and use such roads on, over and across the Access Road Easement Parcel as may be necessary or convenient to the Grantee to provide access or transit for such personnel, conveyances, tools or machinery, and/or cranes;

(f) to excavate, remove, grade, level, export and import material, and fill the land, cut or trim and remove trees and shrubs, install roadways and walkways for ingress and egress, all as the Grantee, its successors and assigns, may from time to time desire upon, along, and across the Easement Parcels; and

(g) to clear and keep the Easement Parcels and adjacent lands cleared by any lawful means of trees, undergrowth and all other obstructions. Any and all trees and growth cleared in the exercise of the herein described rights shall become the property of the Grantee.

2. The term of the Easement shall be for an initial period of forty (40) years commencing on January 1, 2010, unless earlier terminated pursuant to this instrument. Grantee

shall have the option to extend the term for two (2) additional terms of ten (10) years each. Grantee will be deemed to have exercised its option to extend the term hereof absent Grantee providing a written notice to Grantor to the effect that an extension will not be undertaken. In the event Grantee elects to extend the term of this Easement, the renewal shall be subject to all the covenants, terms, provisions and obligations of this Easement, unless otherwise agreed to in writing by both Grantor and Grantee. Except as otherwise provided herein, the Easement shall automatically terminate upon the expiration or termination of the Land Lease.

(a) Upon termination of this Easement, if Grantor so requests, Grantee shall remove, to the extent directed in writing by Grantor, any or all of: all fixtures, above-and below-ground appurtenances, the underground electrical collection and communications lines, roads placed upon the Easement Parcels by Grantee, and any other modifications or improvements to the Easement Parcels to the extent made, modified, or caused by Grantee. Grantee shall also, if directed by Grantor, fill in, smooth over and clean up the Easement Parcels and replace the topsoil in preparation for re-seeding. Clean-up and restoration of the Easement Parcels shall be completed by Grantee no later than six (6) months following the termination of this Easement, weather and surface conditions permitting.

3. The Easement shall be appurtenant to the Leased Premises and except as otherwise approved by Grantor, the Easement and the Leased Premises shall always be held, conveyed, mortgaged, encumbered, used, improved, and otherwise affected only as a complete unit. The Easement and the rights of Grantee hereunder may be assigned, encumbered, or mortgaged, in whole or in part, by Grantee to the same extent as and together with an assignment of Leased Premises under Section 17 of the Land Lease.

4. The Grantor herein for itself and its successors and assigns, covenants and agrees to and with said Grantee, its successors and assigns, that Grantor will not erect or maintain any building, mobile home or other structure, or permit the erection or maintenance of any improvements or structures, of any kind or nature, within the Easement Parcels, any or all of which in the sole opinion of said Grantee, its successors and assigns would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed.

5. Grantee, its successors and assigns, shall have the right to establish reasonable use regulations related to speed limits, dust control, safety and permit compliance that Grantee deems necessary and proper for the operation of the rights herein granted. Such use regulations shall be presented to Grantor for review at least thirty (30) days prior to implementation of such regulations. Grantor shall not be obligated to comply with any use regulations which unreasonably hinder Grantor's ability to use the Access Road Easement Parcel in conjunction with Grantor's construction, maintenance, or operation of animal husbandry facilities on the Leased Premises. Grantor shall notify Grantee in writing within fifteen (15) days after receipt of the use regulations if it does not intend to comply with any part of the use regulations.

6. If Grantor installs any animal husbandry facilities on the Leased Premises, Grantee shall cause its personnel entering any such facility or bringing a vehicle within fifty yards of such facility to comply with Grantor's Bio-Security Management System and Animal Welfare System Requirements, each as currently in effect, or as supplemented or changed from time to time (copies of which shall promptly be provided to Grantee). Grantor shall be entitled

to immediately prevent any officers, employees, agents, subcontractors, or others, as well as any equipment, materials, tools, or any other substance or item from entering or approaching any Grantor facility if such entry would breach Grantor's bio-security or animal welfare protocols; provided, however, that Grantor shall locate any such animal husbandry facilities at least fifty yards from the Easement Parcels and operate such facilities in a manner to avoid material interference with Grantee's use of the Easement Parcels. Each of Grantor and Grantee will use good faith, commercially reasonable efforts to avoid or minimize material interference with each Party's respective operations on the Easement Parcels.

7. During term of the Easement, Grantee at its own cost and expense will obtain and maintain and comply with the following insurance requirements:

(a) Grantee shall obtain and maintain, from an insurance company or companies and in a form acceptable to Grantor, a policy or policies of commercial general liability insurance, or its equivalent, covering all of Grantee's activities and operations on Grantor's premises or that in any way may be the source of any liability claim against Grantor. Such policy or policies shall provide protection against liability for bodily injury and death and for damage to property. Liability coverage shall provide at least ONE MILLION DOLLARS (\$1,000,000.00) in any one occurrence, with an annual aggregate limit of at least \$2,000,000. Grantee shall have Grantor named as an additional insured by endorsement on each such policy, or as an insured indemnitee, or provide contractual liability endorsement in favor of and satisfactory to Grantor.

(b) Grantee shall maintain commercially adequate property insurance for damage or destruction to improvements situated on the Easement Parcels.

(c) Grantee shall maintain any required workers' compensation insurance protecting against liability to each of its employees regarding activities and operations related to the transportation and delivery services required by this Grant of Easements. Employer liability coverage under workers' compensation shall be at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000), in all areas in which workers' compensation insurance provides coverage.

(d) Auto and Truck Insurance. Grantee shall obtain vehicle insurance on all vehicles used on the Easement Parcels. This insurance coverage shall include liability coverage of at least ONE MILLION DOLLARS (\$1,000,000).

(e) Grantee shall provide to Grantor, within 20 days of execution of this Grant of Easements and upon any changes in Grantee's insurance, evidence of all insurance policies (or self-insurance plans) required under this Grant of Easements. Such insurance policies shall provide for thirty (30) days written notice to Grantor prior to cancellation of any coverage required herein, unless a shorter notice period is approved in writing by Grantor. Grantor will consider in good faith, and will not unreasonably withhold its consent to, any request by Grantee to self-insure any of the required coverages upon a showing by Grantee of the legality of self-insurance and sufficient financial resources to support a self-insurance program.

(f) Failure to obtain satisfactory insurance and proof of insurance, or to provide self-insurance and evidence thereof, shall constitute a default under this Grant of Easements. If Grantee fails to obtain any types or amounts of insurance required under this Grant of Easements, Grantor shall have the right, but shall not be obligated, to immediately obtain such insurance and keep the same in effect. In such an event, Grantee shall pay Grantor the premium costs of such insurance and any other actual costs incurred by Grantor in obtaining such insurance within ten (10) days after demand.

(g) Grantor may require by written notice an increase in the insurance limits specified in this Section 8 based on inflation or commercial adequacy. Any such inflation adjustment shall be made pursuant and in accordance with Section 14 of the Land Lease.

8. To the fullest extent permitted by law, each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its consultants, owners, agents, employees, and any company of which such Party is a subsidiary or any company owned by an entity of which such Party is a subsidiary (the "Indemnified Parties") from and against claims, damages, losses and expenses, including, but not limited to attorneys fees (collectively, "Losses"), arising out of or resulting from (a) the Indemnifying Party's activities or operations (i) on the Easement Parcels or (ii) which may create any liability claim against the Indemnified Parties, including, without limitation, in the case of Grantee, liens for material or labor furnished to the Easement Parcels at the instance of Grantee, except to the extent that such Losses are caused by one or more Indemnified Parties, or (b) inaccuracies in or breaches of the Indemnifying Party's representations, warranties, covenants or agreements contained herein. Should either Party suffer a Loss because of an act or omission of the other Party, the other Party's employees or agents, or another for whose acts the other Party is legally liable, claim shall be made in writing to the other Party within a reasonable time after such Loss occurred. Any obligation of indemnity hereunder will be limited to claims in excess of \$10,000. This duty to indemnify the Indemnified Parties shall extend beyond termination of this Grant of Easements and shall continue for so long as the Indemnified Parties can be held liable for any claim or injury arising from any activities of Grantee, whether such activity occurs on the Easement Parcels or elsewhere.

9. Grantee shall not violate in any material respect any legal requirement relating to the generation, manufacture, production, use, storage, release, or threatened release, discharge, disposal, transportation or presence of any substance, material, oil, petroleum, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future legal requirement (collectively, "Hazardous Materials") on or under the Easement Parcels. If the Easement terminates, Grantee will remove any Hazardous Materials from the area of the Easement Parcels not deposited there by Grantor, except as specifically approved in writing by Grantor.

10. The Parties shall not, by virtue of this Grant of Easements nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

11. The covenants herein contained shall run with the land and shall bind, and the benefits and advantages thereof shall inure to, the respective successors and assigns of the parties hereto.

12. Nothing contained herein shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever.

13. Grantor, for itself and its successors and assigns, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantee, its successors and assigns, such documents and further assurances as Grantee, its successors and assigns may require for the purpose of evidencing, preserving or confirming the rights, obligations, privileges, easements and agreements contained herein.

14. Abandonment of the Easement hereby conveyed or relinquishment of any rights hereby granted shall be by written instrument only, said instrument to be in recordable form and executed by Grantee and any person holding any interest in the Easement pursuant to a transfer. In the case of abandonment or relinquishment of rights, said abandonment or relinquishment shall be in favor of the then owner of the underlying fee interest in and to the property described herein, or any person holding any interest in the Easement Parcels by virtue of a transfer from Grantor or its successors.

15. This instrument may be executed in any number of counterparts, each of which, when executed and delivered shall be deemed an original, but all of which together shall constitute one and same instrument.

TO HAVE AND TO HOLD the said rights, privileges and easements to said Milford Wind Corridor Phase II, LLC, its successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor, Grantee and Consenting Party have executed this instrument to be effective as of the date first set forth above.

GRANTOR:

MURPHY-BROWN LLC, a Delaware limited liability company successor by merger to Circle Four LLC

By: *Dwight D. Potter*

Its: _____

Title: *General Manager*

STATE OF UTAH

SS:

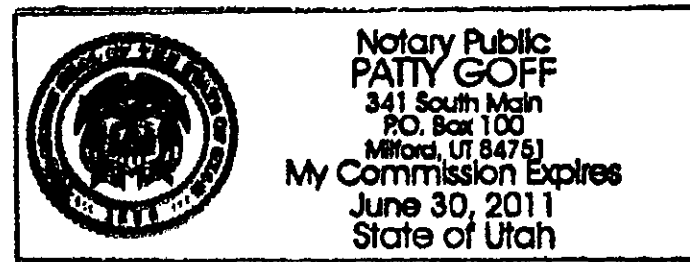
COUNTY OF *Beaver*

The foregoing instrument was acknowledged before me this *6th* day of *May*, 2010, by *Dwight D. Potter*, as *General Manager* MURPHY-BROWN LLC, a Delaware limited liability company successor by merger to Circle Four LLC.

Patty Goff
NOTARY PUBLIC
Residing at: *341 So. Main, Milford*

My Commission Expires:

6-30-11



IN WITNESS WHEREOF, Grantor, Grantee and Consenting Party have executed this instrument to be effective as of the date first set forth above.

GRANTEE:

MILFORD WIND CORRIDOR PHASE II, LLC,
a Delaware limited liability company
By: Milford Wind Corridor, its member

By: *RLG*

Its: President

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

: ss.

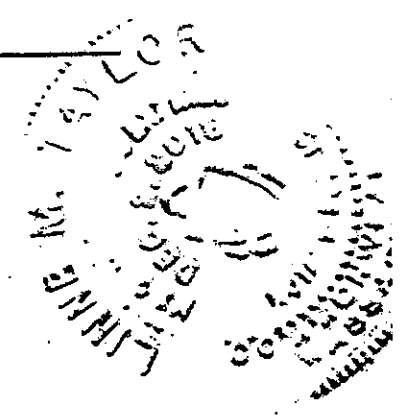
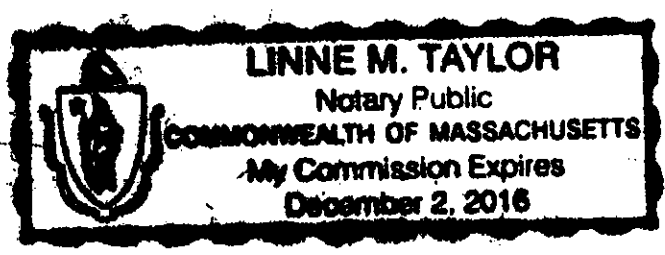
COUNTY OF SUFFOLK)

On this 3rd day of May, 2010, personally appeared before me Evelyn Lin, who, being by me duly sworn, did say that she is the Secretary of MILFORD WIND CORRIDOR PHASE II, LLC and that the foregoing instrument was signed by Evelyn Lin in behalf of said limited liability company, by authority, and said limited liability company executed the same.

President Paul Gaynor
Paul Gaynor

Linne M. Taylor
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
12.2.16



IN WITNESS WHEREOF, Grantor, Grantee and Consenting Party have executed this instrument to be effective as of the date first set forth above.

Consenting Party hereby consents to the grant of the Easement by Grantor to Grantee under the terms hereof.

CONSENTING PARTY:

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

By: Milford Wind Corridor, LLC, its Member

By: *[Signature]*

Its: President

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

: ss.

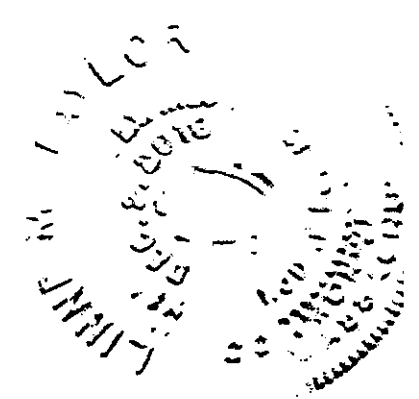
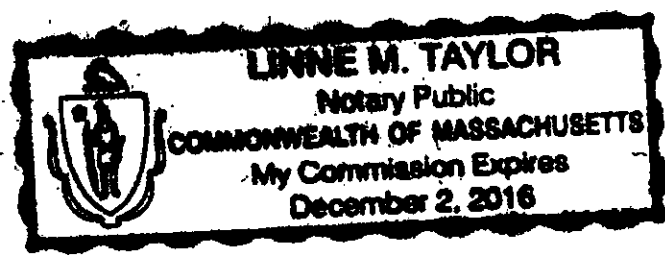
COUNTY OF SUFFOLK)

On this 3rd day of May, 2010, personally appeared before me Evelyn Lim, who, being by me duly sworn, did say that he is the Secretary of MILFORD WIND CORRIDOR PHASE I, LLC and that the foregoing instrument was signed by Evelyn Lim in behalf of said limited liability company, by authority, and said limited liability company executed the same.

President
Paul Gaynor
Paul Gaynor

[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
12.2.16



**EXHIBIT A
TO
GRANT OF EASEMENTS**

(Description of Access Road Easement Parcel)

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

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

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

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

Together with:

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

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

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

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

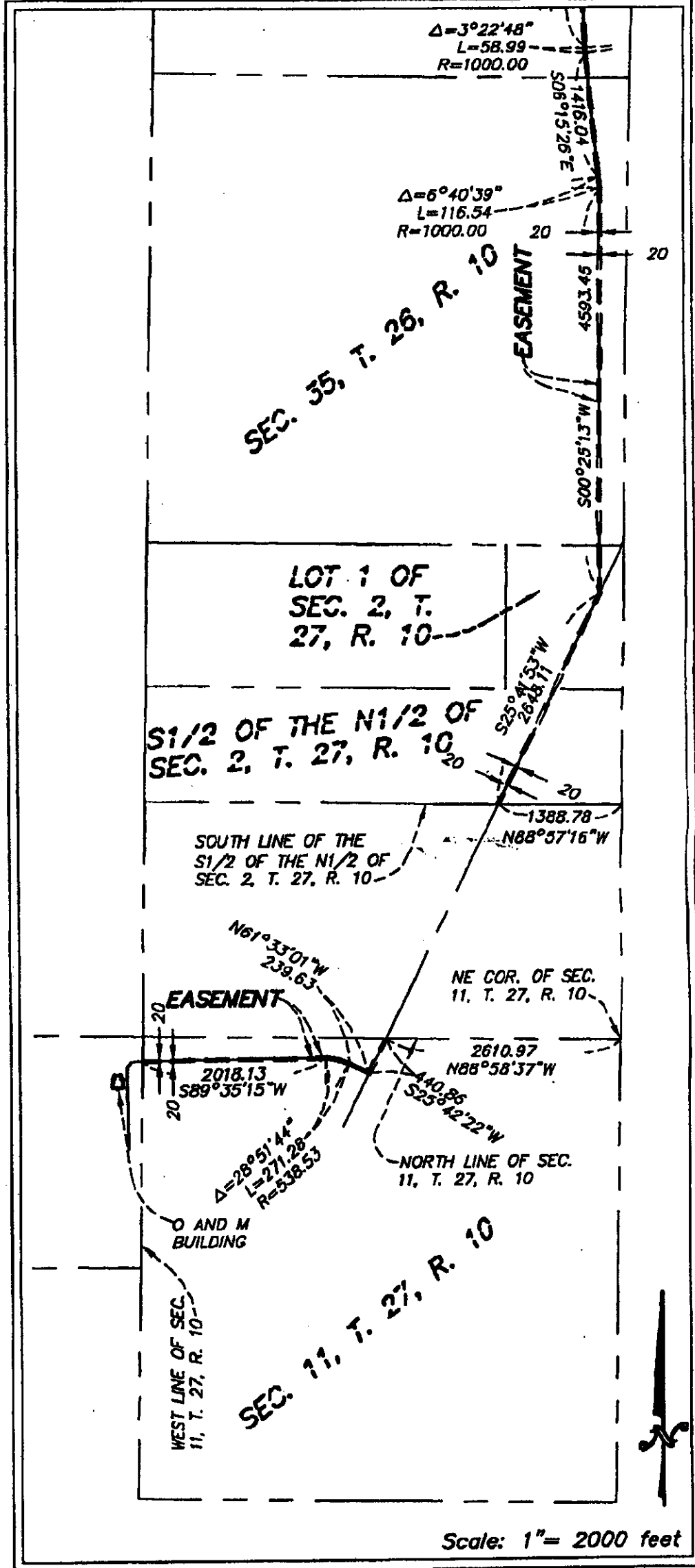
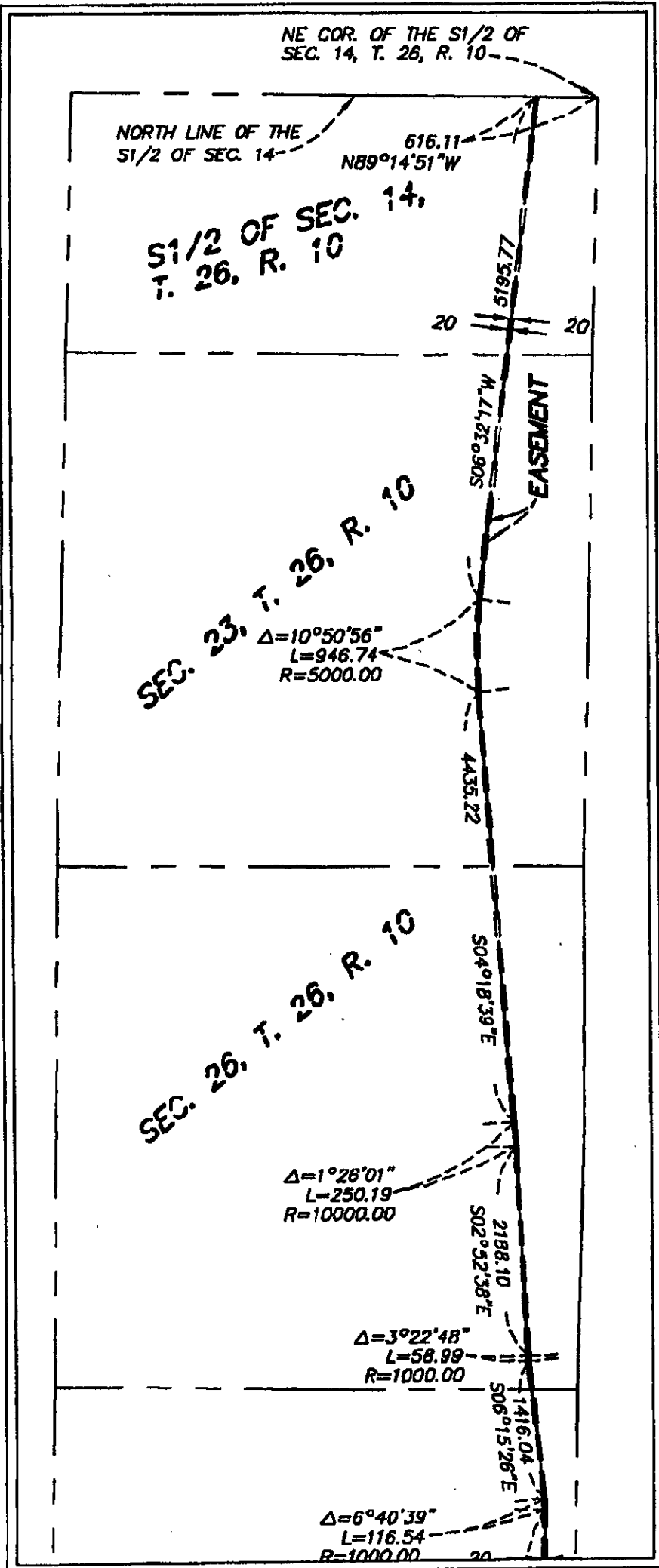
APN: 02-0003-0002, 02-0003-0003,
02-0006-0001, 02-0010-0001,
02-0009-0002, 02-0010-0007

**EXHIBIT B
TO
GRANT OF EASEMENTS**

(Depiction of Access Roads)

See Attached

SEE LOWER LEFT



SEE UPPER RIGHT

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM NAD83 (HPGN) SOUTH ZONE INTERNATIONAL FEET. AVERAGE COMBINED SCALE FACTOR FOR THE MILFORD WIND PROJECT = 0.9998608 FEET

Date: 02/03/10

REQUESTED BY:

**First Wind
Milford Wind Corridor
Phase II Project**

**Access
Easement
Exhibit**

Westwood Professional Services, Inc.
3701 12th St. North, Ste. 206
St. Cloud, MN 56308
Phone: 320-253-4485 Fax: 320-253-8737

SUB TO O AND M EASEMENT.DWG

**EXHIBIT C
TO
GRANT OF EASEMENTS**

(Description of Communication Line Easement Parcel)

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

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

Commencing at the northeast corner of said South Half of Section 14; thence North 89 degrees 14 minutes 51 seconds West, assumed bearing, along the north line of said South Half of Section 14, a distance of 663.35 feet to the point of beginning of said centerline; thence South 06 degrees 32 minutes 17 seconds West, a distance of 5191.00 feet; thence southerly, a distance of 955.64 feet, along a tangential curve, concave to the east, having a central angle of 10 degrees 50 minutes 56 seconds and a radius of 5047.00 feet; thence South 04 degrees 18 minutes 39 seconds East, tangent to said curve, a distance of 4163.19 feet; thence South 02 degrees 52 minutes 38 seconds East, a distance of 2709.03 feet; thence southerly, a distance of 62.35 feet, along a tangential curve, concave to the east, having a central angle of 03 degrees 22 minutes 48 seconds and a radius of 1056.92 feet; thence South 06 degrees 15 minutes 26 seconds East, tangent to last described curve, a distance of 1416.05 feet; thence southerly, a distance of 109.97 feet, along a tangential curve, concave to the west, having a central angle of 06 degrees 40 minutes 54 seconds and a radius of 943.00 feet; thence South 00 degrees 25 minutes 28 seconds West, tangent to last described curve, a distance of 4409.09 feet; thence North 79 degrees 46 minutes 11 seconds West, a distance of 147.15 feet; thence North 71 degrees 56 minutes 19 seconds West, a distance of 259.88 feet; thence North 69 degrees 39 minutes 09 seconds West, a distance of 910.63 feet; thence North 72 degrees 32 minutes 37 seconds West, a distance of 901.87 feet; thence North 72 degrees 49 minutes 47 seconds West, a distance of 384.97 feet; thence North 71 degrees 53 minutes 24 seconds West, a distance of 526.05 feet; thence North 73 degrees 58 minutes 45 seconds West, a distance of 973.87 feet; thence North 68 degrees 39 minutes 52 seconds West, a distance of 934.30 feet; thence North 73 degrees 41 minutes 57 seconds West, a distance of 552.29 feet; thence South 00 degrees 29 minutes 48 seconds West, a distance of 397.36

feet; thence South 00 degrees 18 minutes 50 seconds East, a distance of 1245.49 feet; thence South 00 degrees 01 minutes 30 seconds West, a distance of 832.66 feet; thence South 00 degrees 15 minutes 15 seconds East, a distance of 815.07 feet; thence South 00 degrees 08 minutes 04 seconds East, a distance of 1354.44 feet; thence South 00 degrees 12 minutes 25 seconds East, a distance of 1327.25 feet; thence South 00 degrees 25 minutes 19 seconds East, a distance of 897.97 feet to a point on the south line of said Lot 11 of Section 3, distant 255.52 feet west, as measured along said south line, from the southeast corner of said Lot 11 and said centerline there terminating.

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

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

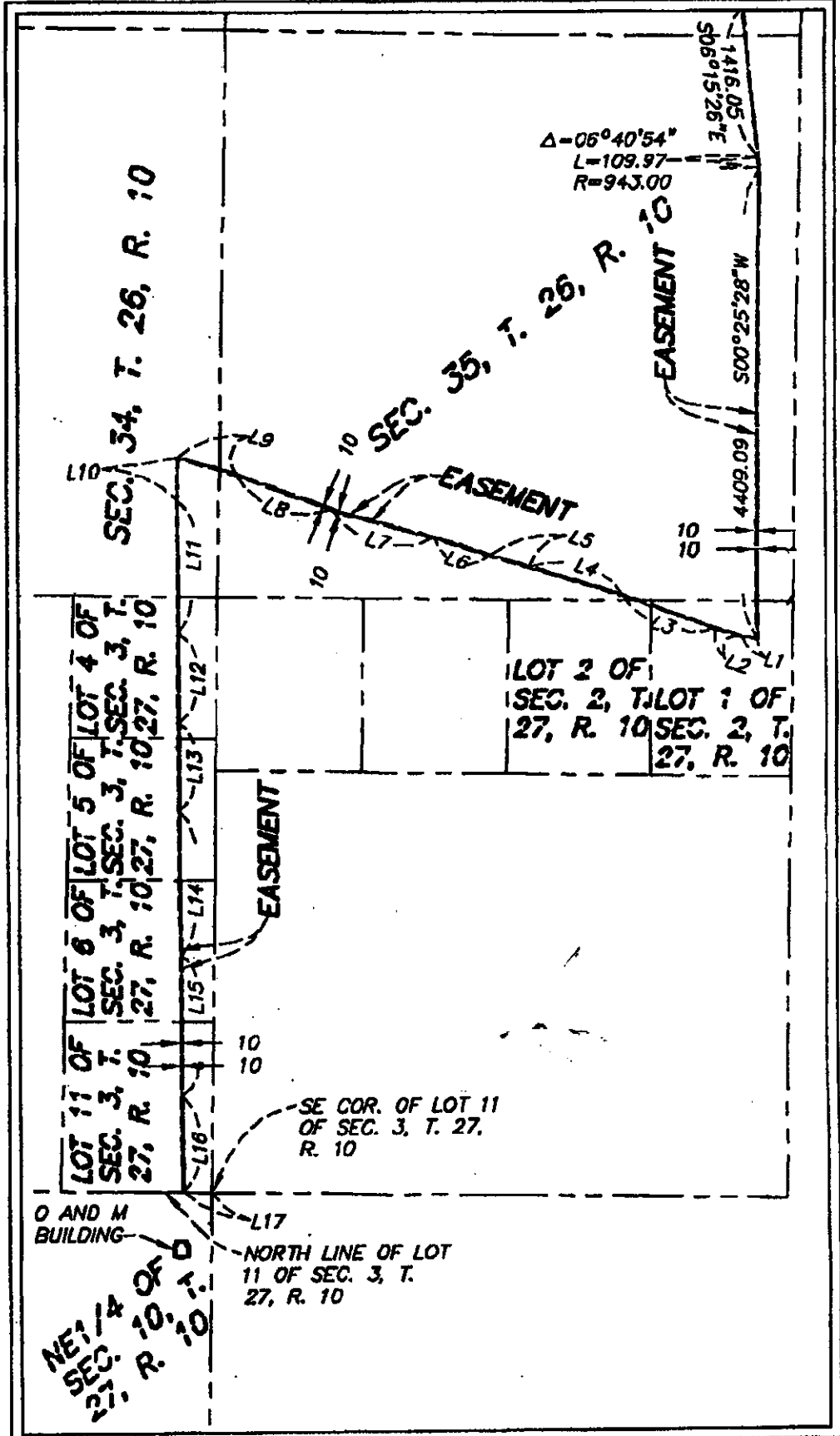
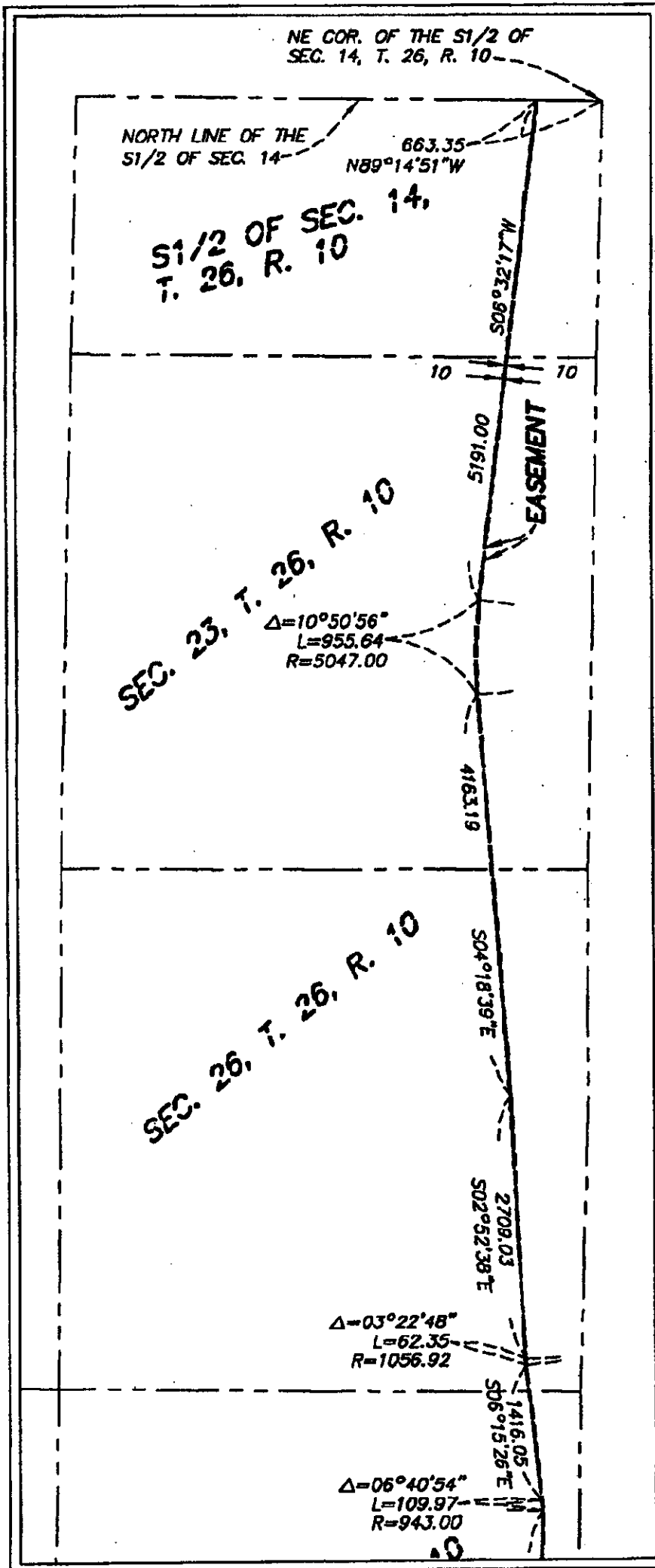
APN: 02-0003-0002, 02-0003-0003,
62-0006-0001, 02-0010-0001,
62-0009-0002, 02-0010-0007,
02-0221-0001

**EXHIBIT D
TO
GRANT OF EASEMENTS**

(Depiction of Communication Line)

See Attached

SEE LOWER LEFT



SEE UPPER RIGHT

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON UTAH STATE PLANE COORDINATE SYSTEM NAD83 (HPGN) SOUTH ZONE INTERNATIONAL FEET. AVERAGE COMBINED SCALE FACTOR FOR THE MILFORD WIND PROJECT = 0.9998608 FEET

LINE TABLE

LINE	LENGTH	BEARING
L1	147.15	N79°46'11"W
L2	259.88	N71°56'19"W
L3	910.63	N69°39'09"W
L4	801.87	N72°32'37"W
L5	384.97	N72°49'47"W
L6	526.05	N71°53'24"W
L7	973.87	N73°58'45"W
L8	934.30	N68°39'52"W
L9	552.29	N73°41'57"W
L10	397.36	S00°29'48"W
L11	1245.49	S00°18'50"E
L12	832.66	S00°01'30"W

LINE TABLE

LINE	LENGTH	BEARING
L13	815.07	S00°15'15"E
L14	1354.44	S00°08'04"E
L15	1327.25	S00°12'25"E
L16	897.97	S00°25'19"E
L17	255.52	N89°05'59"W

Scale: 1" = 2000 feet

Date: 4/07/10

REQUESTED BY:

**First Wind
Milford Wind Corridor
Phase II Project**

**Communication
Line Easement
Exhibit**

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St. Cloud, MN 56303
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