

WHEN RECORDED, RETURN TO:  
Milford Solar Phase II, LLC  
c/o Longroad Development Company, LLC  
330 Congress Street, 6th Floor  
Boston, MA 02210  
Attention: General Counsel

Ent 278560 Page 1 of 5  
Date: 18-JUL-2022 2:33:13PM  
Fee: \$40.00 Check Filed By: CP  
CINDY PETERSON, Recorder  
BEAVER COUNTY CORPORATION  
For: LONGROAD ENERGY

## GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS (this “Grant”) is made this 7th day of July, 2022 (the “Effective Date”), by Murphy-Brown LLC, a Delaware limited liability company, with an address of P.O. Box 100, Milford, UT 84751-0100, Attn: Jim Webb (together with its successors and assigns “Grantor”), in favor of Milford Solar Phase II, LLC, a Delaware limited liability company, with an address of c/o Longroad Development Company, LLC, 330 Congress Street, 6th Floor, Boston, MA 02210, Attn: Bryan Harris (together with its successors and assigns “Grantee”), with reference to the following:

1. FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee perpetual non-exclusive rights, privileges and easements (collectively, the “Easements”) (1) on, over, across, under and through the portions of Grantor’s real property in Beaver County, State of Utah as depicted and more particularly described on Exhibit A attached hereto (the “Existing Road Parcel”) for vehicular and pedestrian ingress and egress and use of an existing road, (2) on, over, across, under and through the portions of Grantor’s real property in Beaver County, State of Utah as depicted and more particularly described on Exhibit B attached hereto (the “Access and Utility Line Parcel”) for the installation, maintenance, repair, replacement, removal, reconstruction, alteration, inspection, upgrading, protection and operation of an new access road for vehicular and pedestrian ingress and egress, and (3) a perpetual non-exclusive right, privilege and easement on, over, across, under and through the Access and Utility Line Parcel for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets (collectively, “Grantee’s Facilities”). The Existing Road Parcel and the Access and Utility Line Parcel are sometimes referred to herein collectively as the “Easement Parcel.”

2. Grantor also grants to Grantee all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the Easements, and all rights and privileges incident thereto, including but not limited to, the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee’s use, occupation or enjoyment of the Easements.

3. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Parcel without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing,

and storage facilities. Grantor further covenants not to interfere with Grantee's rights and easements under this Grant. Grantor reserves the right to use portions of the Easements for any purpose not inconsistent with Grantee's use and enjoyment of the rights granted herein.

4. Grantor represents that the Grantor is the owner in fee simple of the Easement Parcel and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the rights and easements granted herein.

5. Grantee, at its sole cost, shall be solely responsible for all maintenance, repairs and replacements of the Grantee's Facilities. All maintenance, repairs or replacements shall be done by Grantee lien-free and in a good and workmanlike manner consistent with the quality of labor and materials used in originally constructing the Grantee's Facilities and in accordance with all applicable laws. Grantee shall, at its sole cost and expense, keep the Easements in good, clean and orderly condition, free of all hazards to the extent resulting from Grantee's operations, and shall conduct Grantee's operations in the Easements in compliance with all applicable laws, rules, regulations and ordinances. Grantee shall repair any damage or destruction it may cause on the Easement Parcel and shall indemnify and hold each Grantor harmless from any loss, cost, claims or damage which results from Grantee's activities on the Easement Parcel.

6. Grantor agrees to reasonably cooperate with Grantee to execute additional documentation that may be required to effectively implement the intent of this Grant. Without charge, at any time and from time to time hereafter, within thirty (30) days after receipt of written request by either party, the other party shall certify, by written and duly executed instrument, to any other entity specified in such request: (a) as to whether this Agreement has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment; (b) as to the validity, force and effect of this Agreement, to the certifying party's best knowledge; (c) as to the existence of any default hereunder, to the certifying party's best knowledge; (d) as to the existence of any offsets, counterclaims, or defenses hereto on the part of such other party, to the certifying party's best knowledge; (e) as to the Effective Date; and (f) as to any other matters which may reasonably be so requested.

7. No provision of this Grant is intended by the parties hereto, or shall be construed, to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Grant. The parties acknowledge that Grantee has full ownership of the improvements, fixtures and equipment placed by Grantee within, on or under the Easement Parcel. Grantor shall have no rights of ownership to any of the said improvements, fixtures and equipment.

8. This Grant sets forth the entire understanding of the parties as to the matters set forth herein, and that no verbal agreements or promises exist with respect thereto, and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by Grantor and Grantee. All the provisions hereof are binding upon Grantor and Grantee, their successors (by merger, consolidation or otherwise) and assigns, lessees and all other persons acquiring any interest in Grantor's property, or any portion thereof, and shall inure to the benefit of the owners of the respective parcel(s) and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, lessees, invitees, customers and employees. Grantee shall have the right

to assign or transfer, without limitation, all or any parts of the rights, privileges, or easements granted to Grantee in this Grant; provided that: (i) any assignment of this Grant by Grantee shall be executed by Grantee and the assignee; (ii) each assignee, for the benefit of the Grantor, shall agree to assume, be bound by, and perform all terms, covenants, and conditions of this Grant to be kept and performed by Grantee; and (iii) within ten (10) days after execution of the assignment, Grantee will forward a completed copy thereof to the Grantor. All of the provisions of this Grant shall constitute covenants running with the land. This Grant shall be governed by Utah law.

IN WITNESS WHEREOF, Grantor has executed this Grant 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

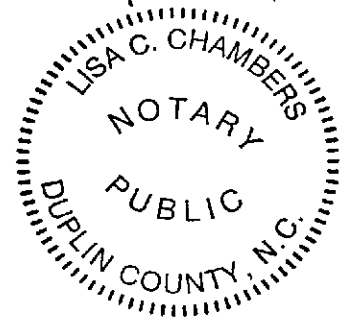
By: \_\_\_\_\_  
Its: John Sargent  
Title: Executive Vice President

STATE OF North Carolina SS:  
COUNTY OF Duplin

The foregoing instrument was acknowledged before me this 7 day of July, 2022 ~~June, 2022~~, by John Sargent, as Executive President MURPHY-BROWN LLC, a Delaware limited liability company.

Lisa C Chambers  
NOTARY PUBLIC  
Residing at: Box Hill, NC 28458

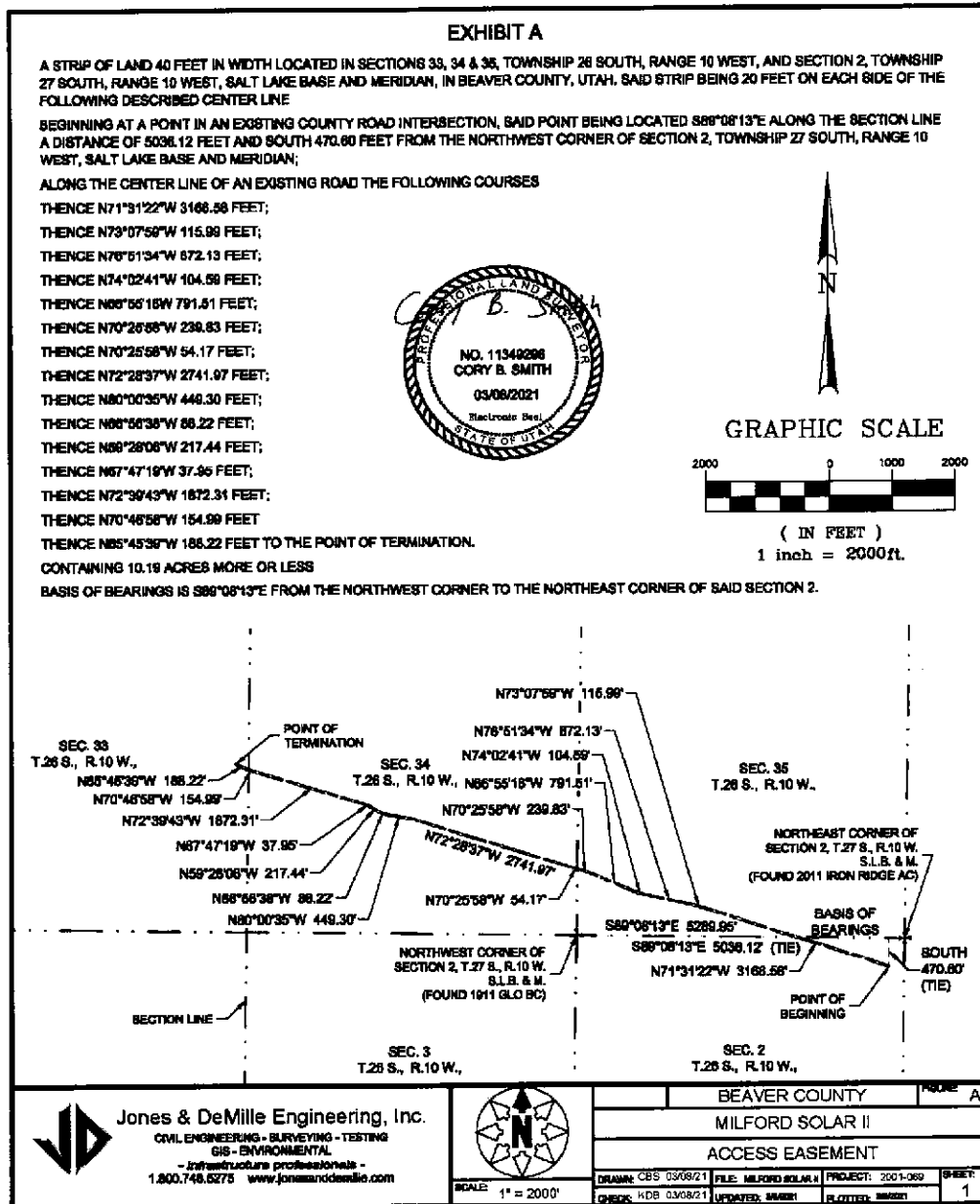
My Commission Expires:  
Oct. 15, 2023



# EXHIBIT A TO GRANT OF EASEMENTS

(Legal Description of Existing Road Parcel)

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



# EXHIBIT B TO GRANT OF EASEMENTS

(Legal Description of Access and Utility Line Parcel)

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

PARCEL: 02-0007-0004

