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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

B: 1340 P: 580 Fee \$32.00
Debbie B. Johnson, Iron County Recorder - Page 1 of 12
04/07/2016 02:22:06 PM By: AMERICAN FIRST ESCROW & TITLE

Three Peaks Power, LLC
2330 Marinship Way, Suite 300
Sausalito, CA 94965
Attn: General Counsel

APN: D-433-1, E-64-2, E-64-4
E-64-1, E-64-3

TRANSMISSION AND ACCESS EASEMENT AGREEMENT

This TRANSMISSION AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made this 22nd day of January, 2016 (the "Effective Date") by and between **SOUTHERN UTAH SOLAR PROPERTY, LLC**, a Utah limited liability company ("Owner"), and **THREE PEAKS POWER, LLC**, a Delaware limited liability company, whose mailing address is 2330 Marinship Way, Suite 300, Sausalito, California 94965 ("Grantee"). Owner is the sole owner of certain property located in Iron County, Utah, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1. Grant of Easements. For good and valuable consideration, the legal receipt and sufficiency of which are hereby acknowledged by Owner, effective as of the Effective Date, Owner grants, conveys and warrants to Grantee, an easement ("Transmission Easement") on, along, over, under and across a portion of the Property one hundred fifty (150) feet wide (such portion of the Property, the "Easement Area" as more particularly described in Exhibit B attached hereto and made part hereof), for the right to erect, construct, reconstruct, replace, remove, maintain, operate and use the following from time to time: towers or poles, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for telecommunication and telemetry purposes, and all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said towers, poles, wires and cables on, along, over, under and across the Easement Area. Said towers, poles, wires, cables, foundations, footings, guy wires, anchors, crossarms, appliances, fixtures and facilities are herein collectively called the "Transmission Facilities." The Transmission Easement shall also include the present and future right to: (i) enter on the Property at any time to conduct inspections, tests, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission studies, archeological assessments, land surveying, title examinations, site engineering, and such other activities as Grantee reasonably deems necessary or appropriate for determining whether the Property is or remains suitable for Grantee's permitted purposes under this Agreement; (ii) permit any other person, firm, corporation or other entity to attach wires, cables or conduits to the Transmission Facilities and lay wires, cables and conduits within the Easement Area; (iii) clear the Easement Area and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than ten (10) feet in height; and (iv) top, limb, or fell, and clear, remove, sell, burn, or otherwise dispose of, "danger trees" located adjacent to the Easement Area. All trees, brush, vegetation, structures, and fire and electrical hazards on the Easement Area may be cleared, removed, sold, burned or otherwise disposed of by Grantee in any manner it deems suitable. Owner covenants to and with

Grantee that the title to all trees, brush, vegetation, structures, and fire and electrical hazards on the Easement Area or hereinafter growing within the Easement Area which Grantee elects to clear, remove, sell, burn or otherwise dispose of and also all danger trees identified or cut from Owner's land adjacent to the Easement Area is and shall be vested in Grantee and its successor and assigns. All Transmission Facilities shall constitute and shall at all times remain the sole property of Grantee. Owner shall have no ownership or other interest in the Transmission Facilities or related facilities installed or located on the Property by or on behalf of Grantee, and Grantee may install, remove, maintain and replace any or all of the Transmission Facilities and related facilities at any time. The Transmission Easement is also for the right of ingress to and egress from Transmission Facilities (whether such facilities are or are to be located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon, if existing, or otherwise by such route or routes as Grantee may construct from time to time. Grantee shall also have the right to maintain and improve any such roads and lanes.

2. Construction Activities. During any construction of Transmission Facilities, Grantee may use an additional fifty (50) feet of land in total on either or both sides of the Easement Area, to the extent such land is part of the Property (the "Temporary Construction Area"). Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Easement Area during construction. Grantee shall notify Owner of the commencement and completion of any construction on the Property.

3. Term and Termination. Subject to the terms and conditions of this Agreement, the term of this Agreement shall be for an initial period of thirty (30) years, unless terminated by Grantee by written notice to Owner. Grantee shall have the right and option by written notice to Owner prior to the expiration of the then current term of this Agreement to extend the term of this Agreement for two (2) additional consecutive periods of five (5) years each. If Grantee fails to provide notice of the exercise of the option to extend the term of this Agreement, such option to extend the term of this Agreement shall not lapse and terminate unless Owner provides written notice to Grantee of such failure and Grantee fails to exercise such option within ten (10) days after the date of receipt of such notice from Owner. Upon the termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Easement Area, remove the Transmission Facilities from the surface of the Easement Area, and, as reasonably possible, restore said surface to the same condition as the Easement Area was in on the Effective Date.

4. Character of Easements. This Agreement and the Transmission Easement shall run with the Property, whether or not this Agreement and/or the Transmission Easement is referenced or described in any conveyance, ground lease or other instrument granting rights in, to or under all or any portion of the Property. This Agreement and the Transmission Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to this Agreement and the Transmission Easement. The Transmission Easement is irrevocable, and Owner has no right to terminate this Agreement. Owner further agrees with respect to the Transmission Easement that (a) no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof except upon recordation by Grantee of a quitclaim deed or other release or termination instrument specifically terminating the Transmission Easement or conveying the Transmission Easement back

to Owner, or as otherwise may be declared by an order of a court having proper jurisdiction over this Agreement; (b) non-use of the entirety of the Transmission Easement and/or Easement Area shall not prevent the future use of the entire scope thereof in the event the same is needed; and (c) no use of or improvement to the Property or any lands benefited by the Transmission Easement, and no transfer of the Transmission Easement shall, separately or in the aggregate, constitute an overburdening of the Transmission Easement.

5. Assignment. Grantee may assign this Agreement or its rights with respect to the Transmission Easement at any time, in whole or in part, to one or more assignees or subassignees, without the need for Owner's consent. Grantee shall have the right to make a partial conveyance or assignment of the Transmission Easement to two or more persons or entities as tenants-in-common who shall have the right to jointly use any Transmission Facilities and/or roads on the Property for ingress to and egress from the Transmission Facilities. The assignor under any assignment hereunder shall be released from obligations and liabilities accruing after the date such obligations and liabilities are assumed by the assignee, to the extent assumed by the assignee.

6. Compliance with Laws. Grantee shall comply with all laws, regulations and rules governing the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Transmission Facilities. Owner agrees to cooperate fully and promptly with Grantee, so long as such work is accomplished at no out-of-pocket cost to Owner, and to join in all applications for permits, licenses and governmental approvals or requests for other instruments which Grantee may deem necessary for purposes of the intended use or development of the Easement Area or the Property.

7. Costs. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Transmission Facilities including the trimming and cutting of any trees and underbrush shall be borne without cost to Owner.

8. Owner's Right to Use the Property. Owner retains the right to use the Property for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee by this Agreement. Specifically, but without limiting the generality of the foregoing, (i) Owner shall not undertake or allow any digging, tunneling or other form of construction activity in the Property which would disturb or damage the Transmission Facilities, unearth, obstruct or interfere with the operation and use of the Transmission Facilities or endanger the lateral support to the Easement Area or Transmission Facilities, and (ii) Owner shall not grant other persons easement rights in the Property or other property owned by Owner if such easement rights shall in any way interfere with the easement rights granted Grantee under this Agreement.

9. Indemnity. Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions for personal injuries and property damage outside the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees. Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions for personal

injuries and property damage within the Property, to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

10. Quiet Enjoyment. Owner represents and warrants to Grantee that Owner has good title to the Property and the Easement Area and warrants title to and quiet enjoyment of the Transmission Easement and the Easement Area by Grantee and Grantee and Grantee's members, managers, agents, licensees, contractors, subcontractors, lessees, sublessees, mortgagees, successors, and assigns against the lawful claims and demands of all persons whomsoever. Owner shall cooperate with Grantee to obtain a non-disturbance agreement or other appropriate agreement from any party that holds a lien, mortgage or deed of trust (collectively, "Liens"). A non-disturbance or other agreement is an agreement between Grantee and Grantee's successor and assigns and a holder of a Lien which provides that the holder of the Lien subordinates its rights under the Lien and shall not disturb or interfere with any of the rights or benefits granted under this Agreement or terminate or extinguish this Agreement. Owner agrees to satisfy and pay when due all obligations under any Lien affecting the Property including any taxes and assessments. If Owner fails to satisfy and pay when due all obligations under any Lien, Grantee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the holder of the Lien and may offset the amount of such payments from amounts due Owner under this Agreement or seek reimbursement from Owner, which amounts Owner agrees to promptly pay upon written demand.

11. Financing.

(a) Right to Encumber. Grantee may, at any time and without the consent of Owner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more liens, security interests or collateral assignments in all or any part of Grantee's easement interests under this Agreement (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the following provisions of this Section 11, upon delivery to Owner of written notice of its name and address.

(b) Consent to Modification, Termination or Surrender. So long as any Mortgage remains in effect and Owner has received prior written notice of such Mortgage, this Agreement shall not be modified, and Owner shall not accept a surrender of any of the Easement Area or a termination or release of this Agreement, without the prior consent of all Lenders.

(c) Lender Rights. Lenders shall have the absolute right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Lender shall be as effective as if done by Grantee itself. Following acquisition of Grantee's easement interest hereunder by the Lender or its assignee or designee as a result of foreclosure of Grantee's easement interest or assignment of Grantee's easement interest in lieu of foreclosure, or by a purchaser of Grantee's easement interest at a foreclosure sale, this Agreement shall continue in full force and effect and the Lender or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of any defaults hereunder and thereafter diligently process such cure to completion; provided, however, the Lender or other party acquiring title to the easement estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable Defaults").

Non-curable Defaults shall be deemed waived by Owner as to any party acquiring title to the easement estate upon completion of foreclosure proceedings or acquisition of Grantee's interest in this Agreement by such party. Upon the subsequent sale or other transfer by the Lender or other acquiring party of the easement interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, the Lender or other acquiring party shall have no further duties or obligations hereunder arising after the effective date of such subsequent sale or other transfer. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement.

(d) New Agreement. Without limiting the other provisions of this Agreement, if this Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or this Agreement is terminated as a result of any default, foreclosure or assignment in lieu of foreclosure, or bankruptcy, insolvency or appointment of a receiver in bankruptcy, and within one hundred twenty (120) days after such rejection or termination Grantee or any Lender shall have arranged to the reasonable satisfaction of Owner for the cure of all defaults that are not Non-curable Defaults (including the payment of all fees or other charges due and payable by Grantee as of the date of such rejection or termination) (the "120-Day Cure Period"), then Owner shall execute and deliver to Grantee or such Lender (or its designee), as the case may be, a new easement agreement for the Easement Area which (i) shall be for a perpetual term (subject only to any termination rights expressly set forth in this Agreement), (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Grantee prior to rejection or termination of this Agreement and any Non-curable Defaults), (iii) shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner, and (iv) shall include that portion of the Property in which Grantee had an easement interest pursuant to the terms of this Agreement on the date of rejection or termination. The provisions of this section shall survive the termination or rejection of this Agreement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new agreement, such Lender (or its designee) obtaining the new agreement may use and enjoy said Easement Area, subject to the terms and conditions of this Agreement, provided that all of the conditions for a new agreement as set forth in this section are complied with. No payment made to Owner by any Lender shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement or a waiver of the Lender's rights with respect to any wrongful, improper or mistaken notice or demand with respect to such payment.

(e) Estoppel Certificates. Owner, within thirty (30) days of receipt of Grantee's or Lender's written request, shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including that no default then exists under this Agreement, if such be the case) as Grantee or any Lender may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Lender for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Lender's security interest, at no out-of-pocket cost to Owner and which does not materially increase the obligations of Owner hereunder.

12. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery

service), or (iii) first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to Owner:

Southern Utah Solar Property, LLC
1293 North Ridgeway Drive
Cedar City, UT 84721
Attention: Russel Reber

(b) If to Grantee:

Three Peaks Power LLC
2330 Marinship Way, Suite 300
Sausalito, CA 94965
Attention: General Counsel

(c) If to any Lender:

At the address indicated in Lender's notice sent to Owner under Section 11 hereof.

Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date that it is mailed. Any party may, by proper written notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent.

13. Legal Matters.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, excluding the choice of law provisions thereof.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

(c) **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVES ANY AND**

ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, INDIRECT AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT (BUT THIS SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES CONTAINED IN THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS).

14. Severability. If any terms or provision of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

16. Integration; No Merger; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations or agreements, oral or written, with respect to the subject matter hereof, except as expressly set forth herein. This Agreement and the Transmission Easement and other rights and interests granted herein shall not merge with, and shall be independent of, any other rights which have been or may hereafter be granted to Grantee under separate instruments, including, but not limited to, any solar energy lease agreement. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

17. Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The parties acknowledge and agree that the provisions of this Section and Section 18 shall survive the execution and recording of this Agreement, and the Grantee may seek specific performance of said Sections, together with such other legal and equitable remedies as may be provided by law.

18. Inaccuracy of Legal Description or Ownership. In the event of any inaccuracy in the description of the Property or Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Owner and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Owner and Grantee.

19. Remedies. In addition to any remedies expressly set forth in this Agreement, Owner and Grantee shall be entitled to all remedies available in law or in equity and any court enforcing the rights and duties granted in this Agreement shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions as necessary to enforce the provisions of this Agreement; provided, however, that neither this Agreement nor the rights of Grantee granted hereunder shall be terminated under any circumstances.

20. Recording. Owner and Grantee agree that this Agreement shall be recorded in the official real property records in and for Iron County, Utah.

[signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

OWNER:

SOUTHERN UTAH SOLAR PROPERTY, LLC,
a Utah limited liability company

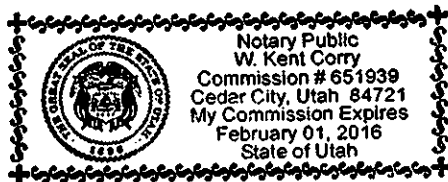
By: Russell Reber
Name: Russell Reber
Title: Manager

STATE OF Utah)
COUNTY OF Iron)

The foregoing instrument was acknowledged before me this 22nd day of January 2016, by Russell Reber, the Manager of Southern Utah Solar Property, LLC, a Utah limited liability company, on behalf of said company.

[NOTARY SEAL]

W. Kent Corry
Notary Public, State of Utah



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GRANTEE:

Acknowledgment and Consent

THREE PEAKS POWER, LLC,
a Delaware limited liability company

By: Luigi Resta
Luigi Resta, President

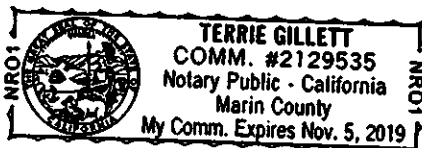
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
County of Marin) ss.

On JAN 22 2016, 2016, before me, Terrie Gillett, Notary Public, Notary Public personally appeared Luigi Resta, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or entity upon behalf of which person acted, executed the instrument.

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

WITNESS my hand and official seal.



Terrie Gillett

(notary signature)

NOTARY PUBLIC FOR Marin CA (state)
Residing at: San Rafael CA (city, state)
My Commission Expires: 11-5-19 (d/m/y)

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EXHIBIT A

DESCRIPTION OF PROPERTY

The following land in Iron County, Utah:

PARCEL 2

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., RUNNING THENCE N00°00'11"E ALONG THE WEST SECTION LINE, SAID SECTION 25, 1998.17 FEET; THENCE DEPARTING SAID WEST SECTION LINE RUNNING S89°49'43"E 1650.00 FEET; THENCE S35°41'18"E 720.54 FEET TO A POINT ON A 100.00 FOOT RADIUS CUL-DA-SAC; THENCE DEPARTING SAID CUL-DA-SAC RUNNING S00°00'00"E 100.00 FEET TO THE CENTER OF SAID CUL-DA-SAC; THENCE N90°00'00"W 100.00 FEET TO A POINT ON SAID CUL-DA-SAC; THENCE DEPARTING SAID CUL-DA-SAC RUNNING S56°25'23"W 2365.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 59.421 ACRES.

PARCEL 4

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., RUNNING THENCE N56°25'23"E 2365.07 FEET TO A POINT ON A 100.00 FOOT RADIUS CUL-DA-SAC; THENCE DEPARTING SAID CUL-DA-SAC RUNNING N90°00'00"E 100.00 FEET TO THE CENTER OF SAID CUL-DA-SAC; THENCE N90°00'00"E ALONG THE CENTERLINE OF A 66.00 FOOT ROAD, 94.40 FEET; THENCE DEPARTING SAID 66.00 FOOT ROAD RUNNING S00°00'00"E 33.00 FEET TO A POINT ON SAID CUL-DA-SAC; THENCE DEPARTING SAID CUL-DA-SAC RUNNING S29°55'12"E 1489.36 FEET TO A POINT ON THE EASTWEST QUARTER SECTION LINE; THENCE N89°41'16"W ALONG SAID EASTWEST QUARTER SECTION LINE, 2907.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 46.687 ACRES.

PARCEL 5

BEGINNING AT A POINT N89°41'16"W 160.65 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, T34S-R12W, S.L.B.&M., SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF LUND HIGHWAY; RUNNING THENCE N89°41'16"W ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 25, 2239.78 FEET; THENCE N29°55'12"W 1489.36 FEET TO A POINT ON A 100.00 FOOT RADIUS CUL-DA-SAC; THENCE DEPARTING SAID CUL-DA-SAC RUNNING N00°00'00"E 33.00 FEET TO A POINT ON THE CENTERLINE OF A 66.00 FOOT ROAD; THENCE N90°00'00"E ALONG SAID CENTERLINE 2161.23 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LUND HIGHWAY; THENCE DEPARTING SAID CENTERLINE RUNNING S31°34'56"E ALONG SAID RIGHT-OF-WAY OF SAID LUND HIGHWAY, 1568.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 67.32 ACRES.

EXHIBIT B
EASEMENT AREA

A strip of land one hundred fifty (150) feet in width in, over, upon, across, under and through the below-described property, all in Iron County, Utah:

BEGINNING AT A POINT N00°00'11"E ALONG THE SECTION LINE 106.84 FEET FROM THE WEST QUARTER CORNER SECTION 25, T34S, R11W, S.L.B.&M. THENCE CONTINUING ALONG SAID SECTION LINE N00°00'11"E 301.85 FEET; THENCE N55°55'11"E 1930.44 FEET; THENCE N89°59'31"E 2737.65 FEET; THENCE S31°32'27"E 176.45 FEET; THENCE S90°00'00"W 2605.52 FEET; THENCE S55°55'11"W 2201.43 FEET TO THE POINT OF BEGINNING.

Owner acknowledges and agree that Grantee shall have the right to construct the Transmission Facilities and locate the Easement Area within the above-described property. Owner acknowledges and agrees that the location of the Transmission Facilities and the Easement Area with the above-described property shall be determined by Grantee, in its sole discretion, which location, Owner acknowledges and agrees, may take into account soil and geological conditions, impediments created by the terrain or topography and any other conditions affecting the feasibility or cost of the construction or the efficient operation and use of the Transmission Facilities and the Easement Area. When the Transmission Facilities are constructed, Owner and Grantee understand and agree that the boundaries of the Easement Area shall be seventy-five (75) feet from, on each side of, and parallel with, the center line of the Transmission Facilities, except at "Angle Points". An Angle Point is any change in the horizontal direction of the center line of the Transmission Facilities. At each such Angle Point the boundaries of the Easement Area will be extended to include an additional one hundred foot radius around that Angle Point. Upon completion of the construction of the Transmission Facilities, Owner and Grantee shall thereafter execute and record an amendment to this Agreement setting forth a final "as built" description of the Easement Area across the Property.

HOU: 3624077.4