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Ent 113060 Bk 928 Pg 360-366  
Date: 12-MAY-2011 9:05:37AM  
Fee: \$28.00 Check  
Filed By: DH  
LOUISE JONES, Recorder  
SAN JUAN COUNTY CORPORATION  
For: WASATCH EIND DEVELOPMENT INTERM  
OUNTAIN

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Latigo Wind Park, LLC  
2700 Homestead Road, Suite 210  
Park City, UT 84098  
Attn: Ground Contracts

**WIND ENERGY EVALUATION AGREEMENT**

THIS WIND MEASUREMENT AGREEMENT (this "Agreement"), is made, dated and effective as of April 23, 2011 (the "Effective Date"), by and between REDD ENTERPRISES, LTD, a Utah limited partnership (collectively, and together with its heirs, successors and assigns hereunder, "Landowner"), and LATIGO WIND PARK, LLC, a Delaware limited liability company (together with its successors and assigns hereunder, "Developer").

**RECITALS:**

A. Landowner is the owner of the approximately 1,080 acres of land (the "Property") situated in San Juan County, Utah, described or otherwise depicted in Exhibit A attached to and made a part of this Agreement.

B. Developer is interested in collecting wind data, performing other studies and surveys on the Property as an initial step for evaluating the suitability of the Property for wind energy production.

C. Developer desires the exclusive right to install anemometers, meteorological towers and other wind measurement equipment (the "Wind Data Equipment") and perform all studies and surveys on the Property to evaluate the suitability of the Property for wind energy development, including, without limitation, environmental, wildlife and cultural resource assessments, and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Landowner's use of the Property, including an agreement with the City of Monticello for the collection of wind data on the Property and Landowner is willing to allow the same, subject to and upon the terms and conditions set forth in this Agreement.

D. The parties also desire to explore the possibility of entering into an easement or lease agreement for wind energy development on the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and Developer hereby state, declare, establish and agree as follows:

1. Grant of License and Term. Landowner hereby grants Developer the exclusive right and license to use the Property for wind data collection purposes. Such right and license shall be for a term of three (3) years commencing on the Effective Date and ending on the first anniversary thereof, unless sooner terminated as provided below (the "Term"), and shall include

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State of Utah, County of San Juan

I, Louise C. Jones, the duly elected, qualified and acting Recorder of San Juan County, State of Utah, do hereby certify that the forgoing is a full, true, and correct copy of WIND ENERGY EVALUATION Agree-

ment now on file and of record in my office  
Entry 113060 Book 928 Page 360-366

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office this 10 day of Feb 20 14 at 2:45 o'clock p.m.

James Harlan - d. putney  
San Juan County Recorder

the right of Developer and its agents and employees to access and enter upon the Property as necessary to install, operate, maintain, service, monitor and remove the Wind Data Equipment. The Term shall automatically be extended for one (1) additional period of one (1) year unless Developer delivers notice of termination to Landowner prior to the end of the Term.

2. Compensation. As consideration for the rights granted to Developer by this Agreement, Developer shall pay Landowner a one-time payment in the amount set forth in Schedule I attached to and made a part of this Agreement. The payment will be made within forty-five (45) days after the Effective Date. In the event the Term automatically renews as provided above, Developer shall pay Landowner an additional one-time payment in the same amount as the payment for the initial Term. Such payment will be made within forty-five (45) days after the commencement of the renewal Term.

3. Required Permits. Developer will be responsible for obtaining and paying for any required governmental permits; however, Landowner agrees to cooperate with Developer, at no cost to Landowner, in the procurement of such permits if such cooperation is necessary.

4. Conduct of Activities and Equipment Removal. The wind monitoring, studies and survey activities on the Property shall be conducted in such a way as to minimize interference with Landowner's activities on the Property. Upon the earlier of the completion of Developer's wind monitoring program or the expiration of the Term, Developer will remove the Wind Data Equipment and restore the Property upon which it was situated to substantially the condition it was in immediately prior to its installation.

5. Indemnification of Landowner. Developer shall indemnify, defend, protect and hold Landowner harmless from and against all losses, costs, damages, liabilities and expenses arising because of any bodily injury, death or physical damage to property caused by the acts or negligent omissions of Developer or any of its agents, employees or contractors in connection with the use of the Property pursuant to this Agreement.

6. Exclusive Negotiating Period. For the period commencing on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "*Negotiating Period*") and any extension thereof as provided above, Developer shall have the exclusive right to negotiate with Landowner for an easement or lease agreement for wind energy development on the Property. If Landowner, or Landowner's heirs, successors and assigns, should receive a bona fide offer for a lease, easement or other grant of rights for capturing wind energy, that Landowner desires to accept, Landowner shall promptly give written notice to Developer, together with complete information concerning the proposed agreement, which shall include, but not be limited to, the name and address of the prospective lessee/grantee, the lease, easement or other agreement that has been proposed, and any other documents submitted by the offering party, and all other terms of the offer. Developer shall then have the optional prior right, for a period of thirty (30) days after the notice is delivered to Developer, to purchase such rights for the stated consideration and on the same terms and conditions for the lease or interest therein that Landowner desires to grant. If Developer does not notify Landowner of its desire to acquire such interest within the above specified period, Landowner shall be free to accept such third party offer. If the transaction is not consummated within ninety (90) days after said thirty (30) day notice period, or if the terms of the proposed transaction upon the completion thereof are

materially different from those offered to Developer, then Landowner shall not consummate the transaction without again offering Developer the preferential right as above specified. If Developer fails to exercise its preferential right upon Landowner's granting of such rights as aforesaid, Developer's preferential right shall not be extinguished but shall apply to any subsequent transaction by Landowner or by any purchaser from Landowner during the term of this Agreement.

7. Termination by Developer. Developer shall have the right to terminate the right and license herein granted at any time upon written notice to Landowner, in which event neither party will have any further obligations under this Agreement.

8. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Landowner and Developer. Developer shall have the right to assign all of its rights, title and interest in the Agreement with the Landowner's prior written consent, which shall not be unreasonably withheld, delayed or denied. Notwithstanding anything else in this Section, Developer shall have the right to assign all of its rights, title and interest in the Agreement without the Landowner's consent to an entity owned or controlled by Developer ("Controlled Entity"). In the event of an assignment of Developer's entire interest in this Agreement to a Controlled Entity, Developer shall not be relieved of its obligations under this Agreement and shall remain primarily liable under this Agreement.

9. Notices. All notices, requests and communications required or permitted by this Agreement, including payments to Landowner, shall be given in writing by (i) personal delivery (confirmed by courier delivery service), (ii) expedited delivery service with proof of delivery, (iii) facsimile and confirmed in writing by mail, or (iv) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**If to Landowner:**

Redd Enterprises, Ltd.  
200 Guess Court  
Alamo, CA 94507  
Attn: John Mitchell Redd, General Partner  
Phone: (925) 287-8987  
Fax: \_\_\_\_\_

**If to Developer:**

Latigo Wind Park, LLC  
2700 Homestead Road, Suite 210  
Park City, UT 84098  
Attn: Tracy Livingston  
Phone: (435) 657- 2550  
Fax: (435) 657-0095

**With a copy to:**

Thompson & Knight, LLP  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201  
Attn: Ted M. Benn  
Phone: (214) 969-1423  
Fax: (214) 880-3260

Any party may change its address for purposes hereof by giving written notice of such change to the other parties in the manner provided in this paragraph. 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 two (2) 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; provided, however, such new notice address will be effective ten (10) business days after delivery of notice of the new notice address.

10. Ownership of Data. During the Term of this Agreement all information collected from the Wind Data Equipment or in conjunction therewith shall at all times remain the proprietary and confidential information of Developer. After the termination of this Agreement and within forty-five (45) days of receiving written request from Landowner, Developer shall provide Landowner with copies of such wind resource data, studies and surveys collected from the Property. At that time such data shall become the joint property of Developer and Landowner, and any confidentiality obligations shall cease.

11. Recording of Agreement. The parties agree that this Agreement shall be recorded at the election of Developer in the real property records of the county or counties in which the Property is located; however, Schedule I will not be included in the counterpart of this Agreement to be recorded in such county records. In no event may the absence of Schedule I in the counterpart of this Agreement recorded in the county records be deemed to invalidate the effectiveness of this Agreement nor to invalidate the effectiveness and inclusion of the terms of Schedule I with the other terms of this Agreement. In lieu of recording this Agreement, Developer may elect to record a memorandum hereof in the real property records, in a form acceptable to the parties in their reasonable discretion, which form shall not contain any of the financial provisions of this Agreement.

12. Successors and Assigns. All of the terms covenants and conditions contained in this Agreement shall inure to the benefit of and be binding upon Landowner and Developer and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

13. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Landowner and Developer have caused this Agreement to be executed and delivered as of the Effective Date.

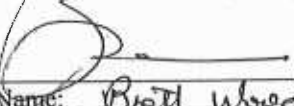
**LANDOWNER:**

REDD ENTERPRISES, LTD,  
a Utah limited partnership

By:   
John Mitchell, General Partner

**DEVELOPER:**

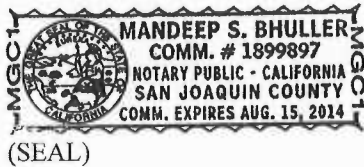
LATIGO WIND PARK, LLC,  
a Delaware limited liability company

By:   
Name: Brett Woodard  
Title: Manager

ACKNOWLEDGEMENTS

STATE OF CA §  
COUNTY OF San Joaquin §

The foregoing instrument was acknowledged before me this 23 day of April, 2011, by John Mitchell Redd, the General Partner of Redd Enterprises, Ltd., a Utah limited partnership, on behalf of said partnership.



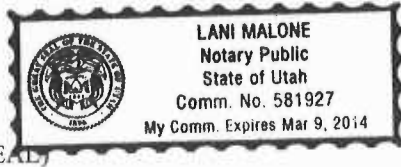
*[Signature]*

Notary Public

My Commission Expires: 8/15/14

STATE OF UTAH §  
COUNTY OF SUMMIT §

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2011, by Brett Woodard, the Manager of Latigo Wind Park, LLC a Delaware limited liability company, on behalf of said limited liability company.



*[Signature]*

Notary Public

My Commission Expires: March 9, 2014

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**EXHIBIT A**

**PROPERTY**

The following lands situated in San Juan County, Utah, totaling approximately 1,080 acres described as follows:

**TOWNSHIP 33 SOUTH, RANGE 23 EAST OF THE SALT LAKE MERIDIAN** all of which is located in San Juan County, Utah, containing approximately 1,080 acres, more or less:

- Section 21: All
- Section 22: SW/4, W/2SE/4, S/2NW/4, W/2NE/4; Less that certain parcel of land described as follows: Beginning 2,205 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW/4NE/4) of said Section 22 and running thence West 208 feet, thence South 208 feet, thence East 208 feet, thence North 208 feet to the point of beginning.
- Section 23: SW/4SW/4

Total Approximate Acres: 1,080 more or less

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