

May 13, 2016

Attn: Shannon McBride
Kane County Land Use Authority
180 West 300 North
Kanab, Utah 84741

Subject: Conditional Use Permit For Glen Canyon East A Solar Project

Dear Ms. McBride:

Sustainable Power Group (sPower), doing business as Glen Canyon Solar A, LLC, is please to submit the enclosed Conditional Use Permit (CUP) Application for sPower's proposed *Glen Canyon East A Solar Project* (the Project). The Project is a utility scale solar generating facility that would generate up to 100 megawatts (MW) of renewable energy on approximately 585 acres of State of Utah School & Institutional Trust Lands Administration (SITLA) lands. The Project is part of a larger composite of sPower solar power plants proposed in Kane County, Utah. The enclosed CUP Application includes the following Exhibits:

Exhibit A:

- Exhibit A1 – Conditional Use Permit Application
- Exhibit A2 – Project Description

Exhibit B:

- Exhibit B1 – Legal Description
- Exhibit B2 – Parcel Map
- Exhibit B3 – Notarized Affidavit
- Exhibit B4 – SITLA Lease Agreements

Exhibit C:

- Exhibit C1 – Site Plan

Enclosed is a \$150 check made payable to Kane County for the *Glen Canyon East A Solar Project* CUP Application fee. Please feel free to contact Nancy Hsu at (714) 296-8890 or Adam Furman at (562) 348-1118 with any questions or concerns.

Sincerely,



Adam Furman

EXHIBIT "A"

Application for conditional use permit

Conditional Use Permit Application

Glen Canyon East A Solar Project



APPLICANT

Glen Canyon Solar A, L
2180 South 1300 East, Suite
Salt Lake City, UT 84106

May 2016



- Glen Canyon East A CUP Application
- Glen Canyon East B CUP Application
- Glen Canyon West A CUP Application
- Glen Canyon West B CUP Application
- Glen Canyon West C CUP Application
- Glen Canyon West D CUP Application
- Glen Canyon West Substation CUP Application
- Flash Drive with Electronic Copies of all CUP Applications

Overall, the Glen Canyon Solar Projects have the capacity to generate up to 780 MWs of renewable energy, and power approximately 130,000 homes. We are extremely excited to be working with Kane County and believe these projects will greatly benefit the local community. Please feel free to contact Ms. Nancy Hsu at (714) 296-8890 or Mr. Adam Furman at (562) 348-1118 with any questions or concerns.

Sincerely,



Adam Furman
Permitting & Environmental Compliance Associate

May 13, 2016

Attn: Shannon McBride
Kane County Land Use Authority
180 West 300 North
Kanab, Utah 84741

Subject: Glen Canyon Solar Conditional Use Permit Application Package

Sustainable Power Group (sPower) is pleased to submit the enclosed Conditional Use Permit (CUP) Application Package for sPower's proposed Glen Canyon Solar Projects located in Kane County, Utah (refer to Figure 1, *sPower Proposed Projects*). The solar power plants consist of two separate project locations (Glen Canyon East and Glen Canyon West) located on State of Utah School & Institutional Trust Lands Administration (SITLA) lands.

GLEN CANYON EAST

Glen Canyon East consists of approximately 1,355 acres that would generate up to 230 megawatts (MWs) of renewable energy. The enclosed CUP Application Package divides the Glen Canyon East project location into two (2) separate CUP Applications – Glen Canyon East A and Glen Canyon East B. Glen Canyon East A consists of 100 MWs on approximately 585 acres and Glen Canyon East B consists of 130 MWs on approximately 770 acres. The Glen Canyon East projects have the potential to be constructed in phases or as a single project, with the most likely point of interconnection occurring at the existing PacifiCorp 230 kV transmission line.

GLEN CANYON WEST

Glen Canyon West consists of approximately 3,352 acres that would generate up to 550 MWs of renewable energy, and an additional 22 acres for a proposed substation. The enclosed CUP Application Package divides the Glen Canyon West project location into five (5) separate CUP Applications – Glen Canyon West A, Glen Canyon West B, Glen Canyon West C, Glen Canyon West D, Glen Canyon West Substation. Glen Canyon West A consists of 150 MWs on approximately 912 acres; Glen Canyon West B consists of 135 MWs on approximately 810 acres; Glen Canyon West C consists of 140 MWs on approximately 900 acres; Glen Canyon West D consists of 125 MWs on approximately 730 acres; and the Glen Canyon West Substation consists of a 480 MW capacity substation on approximately 22 acres. Glen Canyon West projects will also have the potential to be constructed in phases or as a single project, with the most likely point of interconnection occurring at the existing Navajo-Crystal 500 kV transmission line.

The enclosed CUP Application Package consists of the following:

- Figure 1, sPower Proposed Projects
- Notarized Affidavit by Property Owner



- Glen Canyon East A CUP Application
- Glen Canyon East B CUP Application
- Glen Canyon West A CUP Application
- Glen Canyon West B CUP Application
- Glen Canyon West C CUP Application
- Glen Canyon West D CUP Application
- Glen Canyon West Substation CUP Application
- Flash Drive with Electronic Copies of all CUP Applications

Overall, the Glen Canyon Solar Projects have the capacity to generate up to 780 MWs of renewable energy, and power approximately 130,000 homes. We are extremely excited to be working with Kane County and believe these projects will greatly benefit the local community. Please feel free to contact Ms. Nancy Hsu at (714) 296-8890 or Mr. Adam Furman at (562) 348-1118 with any questions or concerns.

Sincerely,

Adam Furman
Permitting & Environmental Compliance Associate



Land Use Authority

180 West 300 North
Kanab, Utah 84741
Phone (435) 644-4966
Or 435-644-4901
Fax (435) 644-4963
planning@kane.utah.gov

MAY 11

Conditional Use Permit Application

MAY 11

Glen Canyon East A Solar Project

Fee \$150.00

Property information and location

(All lines applicable to this site must be filled in)

Section 4, 5, 6 Township 43 South Range 2 East

Parcel # N/A

You MUST include a parcel map obtained from the Kane County Recorder's Office with this application!

Refer to Exhibit B2 of the Conditional Use Permit Application

Property Owner(s) Information

Name(s): State of Utah School & Institutional Trust Lands Administration (SITLA)

Address per tax rolls: 675 East 500 South, Suite 500

City/County: Salt Lake City State: Utah Zip: 84102

Office/home phone: (801) 538-5100 Fax phone: N/A

Mobile phone: N/A Message phone: N/A

E-mail address: N/A

A copy of the deed, offer or tax notice MUST be included to demonstrate ownership

Refer to Exhibit B4 of the Conditional Use Permit Application for SITLA Lease Agreements

CUP# 66

(for office use only)

Fee: \$150.00 Receipt # ✓ 3335

Is this an amendment? Yes No

This application MUST be submitted no later than 14 days before the scheduled Land Use Authority Meeting!

ATTACH A LOCATION MAP, SITE AND BUILDING PLAN, AND DETAILED DESCRIPTION OF PROPOSED USE

Revised August 2013

Agent for the property owner(s) information

Name(s): Glen Canyon Solar A, LLC

Address per tax rolls: 2180 South 1300 East, Suite 600

City/County: Salt Lake City State: Utah Zip: 84106

Office/home phone: (562) 348-1118 Fax phone: (562) 348-1113

Mobile phone: _____ Message phone: _____

E-mail address: permitting@spower.com

Notarized affidavit by owner that agent has authority to act on their behalf

There shall be no presumption of approval of any aspect of the process. Each application for a Conditional Use Permit shall have all required submittals before it is accepted as a complete application. *It is highly recommended that the applicant or their authorized agent be present at the Planning Commission meeting that the Conditional Use Permit is an agenda item. Electronic appearance is acceptable if prior arrangements are made.

APPLICATION IS HEREBY MADE TO THE LAND USE AUTHORITY REQUESTING THE FOLLOWING CONDITIONAL USE: Solar Power Plant

OTHER COMMENTS: The Project is located on SITLA land and does not have a Kane County Parcel #.

Total acreage of parcel: N/A Area occupied by this use: 585 Acres

Current zoning designation: SITLA Current use of land: Vacant/Undisturbed Land

I (We) understand that the Land Use Authority shall not authorize a Conditional Use Permit unless the evidence presented is such as to establish that such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified in the Kane County Land Use Ordinance for such use.

Date signed: May 12, 2016

Signature of owner(s) or agent(s) [Handwritten Signature]

Land Use Authority Action [Redacted]

Approve

Deny

Planning Commission Chairman _____

**KANE COUNTY
CONDITIONAL USE PERMIT**

Glen Canyon A, llc.
Name of Applicant

May 13' 2016
Date of Application (attached)

ATTACHMENTS

- Exhibit "A" Application for conditional use permit
- Exhibit "B" Legal description of property for which
conditional use is requested
- Exhibit "C" Site map approved by Commission

**FINDINGS OF THE PLANNING
AND ZONING COMMISSION**

The Planning and Zoning Commission has reviewed the application for a conditional use permit submitted in this matter, has held a regularly scheduled meeting to consider the application and having had an opportunity to fully consider the matter, the Commission hereby makes the following findings:

1. That the proposed use is necessary or desirable and will contribute to the general well-being of the community.
2. That the use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to the property or improvements in the vicinity.
3. That the proposed use is in harmony with the intent of the Master Plan and the zone in which it is located.
4. That the sPower Glen Canyon East A Solar Power plant located in sections 4,5,6, Township 43, Range 2 East, consisting of 528 acres is in compliance with Kane County Land Use Ordinance, Conditional and Temporary Uses: 9-15A-(1-7) and Solar Power Plants: 9-24-(1-5) and the Escalante Region Multiple Use/Multiple Functions Grazing Zone: 9-27-(1-4).
5. That sPower is in compliance with the Kane County General Plan and Resource Management Plan provisions.
6. That sPower plant will have minimal environmental impacts and the facility will generate emission- free electricity; the project would offset approximately 202,415 tons of carbon dioxide.
7. That sPower can meet the objectives found in section 1.2 of the conditional use permit application: meeting the increasing demand for electricity generated from clean, renewable

technology; diversifying of the State's energy portfolio's; reducing greenhouse gas emissions; creating "green" jobs within the State; and stimulating the local economy during construction and operation of the Project, would be in the best interest and overall well being of Kane County and its citizens.

8. **1.2 Project Objectives:** The Project's objective is to minimize impacts to the environment and local community by: Using existing electrical distribution facilities, right-of-ways, roads, and other existing infrastructure where possible to minimize the need for new electrical support facilities; minimizing impacts to threatened or endangered species or their habitat, wetlands and water of the United States, cultural resources, and sensitive land use; minimizing visual and aesthetic impacts through construction of a low profile solar PV facility, Develop the Project in accordance with SITLA Special Use Lease Agreement No. 1793 executed on December 22, 2014 and Amendment No. 1 to Special Use Lease Agreement No. 1793 executed on November 1, 2015; and constructing, operating and maintaining the Project in compliance with local, state and federal regulations including, but not limited to, Kane County Chapter 24 regulations and Utah Code § 17C-4-103.
9. **2.1 Project Location:** The nearest habitable structures are residences located approximately 1.75 miles to the west of the Project Site, and are zoned "R-1". sPower acknowledges that ranching, animal operations, and other agricultural activities are the primary land use of the GSENM Multiple Use/Multiple Functions Grazing Zone which mainly consist of agricultural and recreational uses surrounding the Project Site. sPower is actively engaged with SITLA and local ranchers to work cooperatively and mitigate potential impacts to grazing and ranching activities.
10. **2.2.3 DC and AC Collection, Inverters, and Transformers:** Underground electrical cables would be installed using ordinary trenching techniques. Trenching is expected to be relatively shallow. All construction activity (trenching, electrical routing, backfilling, and compaction) would be conducted in accordance with local, State, and federal codes.
11. **2.2.5 Solar Power Plant Switchgear:** Recommendations will mitigate safety issues by requiring switchgear areas to be excavated for the transformer equipment, control building foundation, and oil containment area. Reinforced concrete will be used for foundations. Structural components in the switchgear areas would include: transformers, switchgear, and safety systems, footings and oil containment system for transformers.
12. **2.4 Kane County Municipal Code Chapter 24 Compliance:** Chapter 24, Solar Power Plants, of the Kane County Land Use Ordinance establishes minimum requirements and regulations for the placement, construction and modification of solar power plants. The proposed Project applies with all applicable measures codified in Chapter 24 of the Kane County Municipal Code.
13. **2.5 SITLA Lease Agreement Compliance:** sPower has entered into lease agreements with SITLA (Special Use Lease Agreement No. 1793 and Amendment No. 1 to Special Use Lease Agreement No. 1793) on December 22, 2014 and November 1, 2015 for the purpose of constructing, operating, and maintaining a commercial solar electric generating facility,

together with transmission lines and ancillary facilities at the Project Site (refer to Exhibit B4). As stated in the lease agreements, sPower will adhere to all mutual promises and covenants contained in the lease agreements.

Article 5, Regulatory Compliance, of Special Use Lease Agreement No. 1793 specifies environmental regulatory components including, but not limited to, hazardous materials, endangered species, antiquities, wildfires, and waste. sPower is committed to complying with all regulatory components contained in the lease agreements, including preparation of a Biological Resources Technical Report and a Cultural Resources Technical Report. Both reports will be submitted to Kane County and SITLA prior to construction of the Project. In the event endangered species or resources of historical or cultural significance are identified at the Project Site, sPower will comply with all federal and State regulations to protect said resources.

14. **2.6.3 Construction Workers, Hours, and Equipment:** The Project will generate an estimated 200 new jobs during the construction phase and will provide approximately two (2) full time positions over the life of the facility for O&M activities.
15. **2.6.4 Emergency and Shutdown Procedures:** To ensure the safety of all employees working on the Project during construction, sPower will develop and implement an Emergency Response Plan for the Project in accordance with Code of Federal Regulation 1910.38 established by the Occupational Safety and Health Administration (OSHA). Key personnel will be designated to train all employees working on the Project, and will be responsible for administering emergency and shutdown procedures in the event of an emergency. Emergency and shutdown procedures will be clearly displayed in all construction trailers, along with contact information for emergency service providers and treatment facilities. Appropriate warning signage will be placed on all towers, electrical equipment, and Project Site ingress and egress points. Prior to construction, sPower will notify all emergency service providers of construction activities occurring at the Project Site and inform them of all emergency and shutdown procedures, including who needs to be contacted in case of an emergency.

sPower will coordinate its development of the Emergency Response Plan with the Kane County Fire Warden to ensure satisfactory safety measures are in place in the event of a wildfire. Safety measures shall include fire suppression methods that can be immediately deployed during both construction and operation of the Project. A water tank will be constructed on the Project Site to supply water to emergency service providers and regularly maintained with the guidance of the Kane County Fire Warden.

The Project will comply with the defensible space requirements of the Utah Wildland-Urban Interface Code throughout construction of the Project; ongoing maintenance will be provided to ensure removal of excessive grass, weeds, and other flammable materials from the defensible space area. sPower will facilitate training for emergency service providers related to the specific hazards of the Project.

CONDITIONAL USE PERMIT GRANTED

Based on the application submitted and based on the forgoing findings of fact, the Commission hereby grants the conditional use as outlined below, subject to all conditions listed herein and any other conditions enforceable in law or in equity. In the event that any of the conditions of this permit are not followed, the Commission reserves the right to revoke, in whole or in part, the conditional use granted herein.

Applicant is hereby granted the following conditional use:
Solar Power Plant on 528 acres - Glen Canyon East A

CONDITIONS OF PERMIT

1. The holder of this permit must obey all state, local and federal laws in regard to use of the land on which this conditional use permit is granted. This includes compliance with all local ordinances, zoning ordinances, rules, regulations or other local laws.
2. Holder agrees to appear, when summoned in writing, at any meeting held by the Kane County Planning and Zoning Commission or the Kane County Commission, to address or answer any questions regarding the conditional use granted herein, including but not limited to holder's compliance or non-compliance with the conditions of the permit. Holder further agrees to make written response regarding compliance or non-compliance when requested by the Kane County Planning and Zoning Commission or the Kane County Commission.
3. Holder is allowed to construct and maintain the facilities, structures, and/or landscaping outlined in the site map which is attached hereto as Exhibit "C" and is hereby approved as part of this conditional use permit. Holder is not allowed to construct any additional facilities, structures, and/or landscaping unless said additions are approved by the Planning and Zoning Commission as part of this conditional use or approved as activities that are acceptable within the zone.
4. Holder shall maintain all property and facilities used under this conditional use permit in good condition and repair and shall not allow their activities to cause or create a circumstance which causes or creates disturbance to persons or properties in the area surrounding the property which is the subject of this conditional use permit.
5. The conditional use permit will expire after one **(1) year** unless substantial work shall have been accomplished towards completion of the use. Whether or not substantial work has been accomplished shall be determined by the Planning and Zoning Commission.
6. This conditional use permit is granted with the use of the land, unless otherwise revoked or modified by the Planning and Zoning Commission as outlined herein, or as otherwise allowed by

law and equity. If holder fails to complete the project within a reasonable time after one (1) year from the date of this permit, the Planning and Zoning Commission reserves the right to revoke the conditional use permit granted herein and the term above specified will no longer apply. Before the expiration of any term specified herein, holder may apply to extend the conditional use permit granted herein.

7. The holder of this permit shall allow members of the Planning and Zoning Commission, members of the Kane County Commission, the Kane County Building Inspector, and their designated agents to inspect the premises during the course of construction, and thereafter, to insure that holder is complying with the conditions of the conditional use permit.

8. This conditional use permit may not be transferred or assigned without express written consent of the Planning and Zoning Commission.

9. Kane County has not adopted a resolution for a Community plan found in Utah Code 17C-4-103.

10. **2.2.2 Standard Installation, Array Assembly, and Racking:** All grading activities for the project will minimize dust by limiting access roads where appropriate throughout the construction and operation of the facility. Air Quality regulations will also need to be adhered to, especially with the construction site so close to Highway 89. Water contracts for water hauling need to be established.

11. **2.3 Points of Interconnection:** Interconnection agreements need to be obtained before the building permit can be granted. The Applicant shall obtain the necessary road encroachment permits for the utility crossings and other improvements to be located within the County road rights-of-way. All electrical interconnection or distribution lines shall comply with all applicable codes and standard commercial large scale utility requirements. "PV" systems must be approved for interconnection by the serving utility before operations can begin, if so connect. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

12. **2.4: Kane County Municipal Code Chapter 24 Compliance:** The minimum requirements and regulations for the placement, construction and modification of solar power plants are established in Chapter 24. The proposed Project shall comply with all applicable measures codified in Chapter 24 of the Kane County Municipal Code.

13. **2.6 Project Construction: 2.6.1 Site Preparation:** The following Best Management Practices (BMPs) will be applied as stated in the Site Preparation paragraph: worker's facilities, roads and erosion control will be employed during site preparation and water truck refilling stations (if required) for Air Quality compliance through the Department of Air Quality for dust control. All the sites are very close to Highway 89, which has a lot of tourist traffic, and safety needs to be of utmost importance. This final BMP is required for Grading Activities. The disturbed, unpaved portions of the developed project site must have some type of ground cover to prevent the blowing of excess dust and dirt. Fugitive dust impacts from the project site shall be closely monitored during construction, and dust control methods shall be utilized as necessary to minimize fugitive dust from the project site.

14. **2.6.2 - PV System Installation:** Mitigation procedures for PV installation will be installed in compliance with this section. Waste generated during construction will be handled by sPower's Engineering, Procurement, and Construction (EPC) contractor. The EPC contractor will contract with a waste and recycling service provider to ensure all waste generated from construction of the Project is disposed of in accordance with federal and State regulations. Methods of waste disposal and recycling will be coordinated with the Kane County Land Use Authority. The EPC contractor will store, collect, and dispose of solid waste in such a manner as to prevent fire and health hazard, rodent harborage, insect breeding, accidents, and odor in accordance with Kane County solid waste rules and protocol. The EPC contractor will ensure that no littering of the Project Site or neighboring properties will occur during construction.

15. **2.6.3-Construction Workers, Hours, and Equipment:** Hours of construction will follow Kane County regulations. If weekend or night hours are required on an "as-needed basis", a sPower representative will contact Kane County Land Use Administrator to have the CUP conditions amended. Kane County Administrator is the contact for public complaints for hours of operations; any change in the normal business hours will require contacting the Land Use Administrator. (Kane County Land Use Ordinance 9-15A-2-E-5)

16. **2.6.4 & 2.7.4: Emergency and Shutdown Procedures:** Key personnel designated to train all employees working on the Project will need to contact local emergency agency staff and inform them of the emergency shutdown procedures including who needs to be contacted in the case of an emergency.

17. **Wildland Fire Protection:** The project shall comply with the defensible space requirements of the Utah Wildland-Urban Interface Code throughout construction and operation of the facility. Ongoing maintenance must be provided to ensure removal of grass, weeds, and other flammable materials from the defensible space area. Any vegetation control at the site shall use materials and methods that ensure protection of the groundwater. Know-Box rapid entry systems or other approved substitutes shall be required for each entrance gate and coordinated with the Kane County Fire Marshal. The Applicant shall offer to facilitate training for the appropriate fire departments(s) with training relating to the specific hazards of the Solar Power Plant (e.g. transformer fires, shock hazards).

18. **2.6.5 Transportation:** All descriptions for transportation in section 2.6.5 will be complied with. The Kane County Land Use Authority requires all county, state and federal permits be obtained and complied with. No building permit will be issued until all required permits are obtained. Utah Department of Transportation encroachment and access permits will be required to move forward on this project with any grading or building permit, due to the limited access off Highway 89.

The above requirements are found in Kane County Land Use Ordinance 9-15A-2-20.

20. Requiring turn lane improvements at street intersections when:

- a. An unsafe condition would be created by the development without the improvements;
- or
- b. The projected increase in traffic generated by the new or expanded use will lower the level of service;

21. Providing for emergency access.

The Project will generate an estimated 200 new jobs during the construction phase for each project. Employees will arrive by private automobile with an estimated 25-percent of them carpooling. Therefore, the maximum amount of employee trips per day to the Project Site will be approximately 150. Additionally, a project of this size will require approximately 66 truck trips per day for the duration of project construction. Therefore, the project has the potential to generate up to 216 trips per day to the Project Site during construction (heavy haul 39; medium haul 27). sPower anticipates relatively equal amounts of personnel coming from the City of Kanab, Utah and the City of Page, Arizona populations east and west of the Project Site.

Access to the Project Site will be provided via U.S. Highway 89 at the southeastern section of the Project Site; approximately 820 feet east of Milepost 10 (refer to Exhibit C1, *Site Plan*). To ensure the project does not impact the local circulation network or cause significant traffic on U.S. Highway 89, sPower will develop and implement a Transportation Management Plan in coordination with the Kane County Engineer and UDOT prior to construction and issuance of a building permit. The Transportation Management Plan will identify potential hazards associated with the Project, outline safety and traffic calming measures, and provide guidelines for accessing the Project Site during construction and emergency situations. The Transportation Management Plan will designate specific routes for employees, delivery trucks, and emergency vehicles, and will specify design features and upgrades needed for safe and adequate ingress/egress and internal service roads. Internal service roads will be unpaved and maintained throughout construction of the Project.

Deliveries to the Project Site will be facilitated during off-peak traffic hours and comply with regulations governing oversized loads. sPower will document existing roadway conditions and restore any roadways damaged during construction to their pre-existing condition. Additionally, sPower will obtain all necessary permits from UDOT prior to construction and issuance of a building permit of the Project.

Equipment, permanent materials, and commodities for the Project will be transported to the Project Site via rail and state and/or interstate highways. Heavy hauls will be shipped via rail to nearest active railroad spur for offloading and transported by truck to the Project Site. Heavy haul trucks with multiple axles will be employed to distribute loads, as required. All equipment and material deliveries will utilize the Project Site access.

Truck deliveries of equipment and materials will occur beginning with the initial construction notice to proceed and continuing through the duration of the Project construction process. Initial truck deliveries will include heavy haul trucks for importing panels, project materials, followed by concrete trucks for installation of the solar field and major foundations, and deliveries of reinforcing steel. Electrical cabling and piping materials for buried piping will be delivered to the Project Site early in the construction period corresponding to approximately the time frame for foundation installation. Deliveries of large major equipment will commence at about midpoint of the construction period.

19. 2.6.6 Parking and Staging Areas: sPower will ensure adequate parking is provided for construction workers at the Project Site and prohibit parking along U.S. Highway 89. In addition to

parking, the Project will require a temporary staging area for storing materials, assembling components, refueling equipment, and installing construction trailers. The parking and staging area will be located on the southeastern portion of the Project Site, to minimize transportation on unpaved roads. Parking and staging signs will be clearly placed at ingress and egress points to direct traffic to the proper location. Refer to Exhibit C1, *Site Plan*, for a depiction of the temporary parking and staging areas.

20. **2.6.7 Hazardous Materials:** Construction of the Project will involve small quantities of commonly used hazardous materials, such as fuels and oils, to operate construction equipment. The use, storage, and disposal of hazardous materials and wastes will be governed according to regulations established by OSHA and the Utah Department of Environmental Control, Division of Waste Management and Radiation Control. This regulatory structure ensures that safety measures and precautions are implemented, thereby reducing potential impacts associated with an accidental spill or release of hazardous materials. sPower will prepare and implement an Emergency Response Plan for the Project that outlines safety procedures in the event of an accidental spill or release of hazardous materials. Key personnel will be designated to train all employees working on the Project and will be responsible for administering safety procedures in the event of an accidental spill or release of hazardous materials. Safety procedures will be clearly displayed in all construction trailers, along with contact information for emergency services and treatment facilities.

Prior to construction and issuance of a building permit, sPower will conduct a Phase I Environmental Site Assessment (ESA) to determine the potential for existing hazardous materials at the Project Site. In the event existing hazardous materials are discovered at the Project Site, sPower will work with SITLA to ensure full cleanup and proper disposal of hazardous materials in accordance with federal and State regulations.

21. **2.6.8 Waste and Recycling:** Construction waste will be generated from installation of the solar arrays and related facilities. Construction waste is expected to consist of mostly recyclable materials such as cardboard, steel, and electrical wiring. sPower's Engineering, Procurement, and Construction (EPC) contractor will be responsible for construction of the Project will disassemble and recycle shipping containers and solar panel packaging to minimize solid waste impacts. The EPC contractor will contract with a waste and recycling service provider to ensure all waste generated from construction of the Project is disposed of in accordance with federal and State regulations. Methods of waste disposal and recycling will be coordinated with the Kane County Land Use Authority. The EPC contractor will store, collect, and dispose of solid waste in such a manner as to prevent fire and health hazards, rodent harborage, insect breeding, accidents, and odor in accordance with Kane County solid waste rules and protocol. The EPC contractor will ensure that no littering of the Project Site or neighboring properties will occur during construction, or the life of the project.

22. **2.6.9 Sanitation Services:** No wastewater facilities exist at the Project Site and no such facilities will be constructed for the Project. Portable restroom facilities will be provided and maintained by sPower's EPC contractor during construction. sPower will be responsible for maintaining its own sanitation services/facilities for the life of the project.

23. **2.6.10 & 2.7.6 Water Supply:** Prior to initiation of construction, sPower will create and/or obtain a source for water that will be kept and used on-site to mitigate dust control. Additionally, a

water tank will be constructed on the Project Site to supply water to emergency service providers and regularly maintained with the guidance of the Kane County Fire Warden.

24. **2.6.11 Fugitive Dust Control Plan:** The Utah Department of Environmental Quality regulates fugitive dust emissions via Rule R307-309, requiring development of a Fugitive Dust Control Plan (R307-309-6). sPower will develop and submit a Fugitive Dust Control Plan to the Utah Division of Air Quality prior to the start of construction. sPower will closely monitor fugitive dust at the Project Site, ensure that all construction activities comply with R307-309, and adhere to the measures outlined in the approved Fugitive Dust Control Plan.

25. **2.6.12 Construction Noise:** The nearest habitable structures are residences located approximately 1.75 miles to the west of the Project Site, and are zoned "R-1". Noise emanating from construction activities will be consistent with Kane County's Health and Public Safety Ordinance by occurring during daylight hours. Specifications regarding hours of construction will be followed per Kane County regulations. If weekend or night hours are need on an "as-needed basis" sPower will coordinate with the Kane County Land Use Administrator to have the CUP conditions amended per Land Use Ordinance 9-15A-2-E-5.

Construction traffic will access the Project Site via U.S. Highway 89. This highway experiences high levels of tourist traffic throughout the year due to its close proximity to Lake Powell and the Grand Canyon. If construction traffic noise increases the noise would need to stay within Kane County Standards as submitted in the site description.

26. **2.6.13 Landscaping:** The Project will include installation of low-profile solar panels, with heights approximately four (4) feet from the center axis. Exhibit C1, *Site Plan*, incorporates a 50-foot setback from U.S. Highway 89, providing a buffer of existing vegetation that will screen views of the Project from U.S. Highway 89.

The 50-foot setback utilizes existing vegetation and topography to shield views from traffic along U.S. Highway 89. No habitable structures are located within the immediate vicinity of the Project Site. Views will not be impacted as a result of the Project.

27. **2.7 - Project Operation and Maintenance:** Mitigation standards as outlined will be required.

28. **2.7.8 Operational Noise:** Land Use Ordinance 9-24-3-E states that no solar power plant shall exceed 65 dBA as measured at the property line or 50 dBA as measured at the nearest neighboring habitable structure. Primary sources of operational noise will include the inverters and solar tracker system, and will be limited to daytime hours when the Project is generating electricity.

The Project will utilize technology that will keep the operational noise in compliance with Land Use Ordinance 9-24-3-E. The Project will utilize the new Power Electronics HEC-US PLUS outdoor inverters and the Array Technologies HZ v2 Tracker. The HEC-US PLUS outdoor inverter has a measured noise level of less than 70 dBA when measured at a distance of 1 meter (3.28 feet), and the HZ v2 Tracker has a measured noise level of 62 dBA when measured at a distance of 100 feet. In order to remain compliant with Land Use Ordinance 9-24-3-E, the HEC-US PLUS outdoor inverters must be located at least 6 feet from the Project's property line and 33 feet from the nearest habitable

structure; and the HZ v2 Tracker must be located at least 71 feet from the Project's property line a 400 feet from the nearest habitable structure. Should a different inverter or tracker be selected, calculations will be made to ensure that the noise generating device will be located a sufficient distance away so that noise does not impact nearby residences. As stated above, the nearest habitat structures are located approximately 1.75 miles to the west of the Project Site. Any noise associated with operation of the Project will be compliance with Land Use Ordinance 9-24-3-E.

29. **2.7.9 Light and Glare:** To mitigate light and glare, the Project will include inward facing, low level security lighting at ingress and egress points at the Project Site. Project lighting will be directed downward onto the Project Site and will be shielded to illuminate intended areas only. The project substation will be lit to a minimum 22 lux (equivalent to 2 foot candles) when staff are at the Project Site working, but will not be lit when the station is unstaffed. These lighting measures will reduce the amount of light trespass falling outside the Project Site boundaries.

PV panels used for the Project will be dark blue or black with minimal light reflection and contain a microscopically irregular surface designed to trap incident rays of sunlight. The PV panels will utilize high-transmission, low-iron glass, which absorbs more light, producing smaller amounts of glare and reflectance than normal glass. "Light trapping" will also be integrated into the PV panels. sPower will work to mitigate glint and glare through selection of technology and the Project footprint to the maximum extent practical.

The nearest solar project in operation to this Project Site is the Page Municipal Airport located approximately 20 miles to the southeast. Therefore, it is not anticipated that light and glare emanating from the Project Site would impact aircraft.

30. **2.7.10 Security:** The Project will be monitored by security staff during operations. An appropriate security fence with warning signs will be placed around the perimeter of the Project and all electrical equipment will be locked. sPower will coordinate with the Kane County Fire Marshall to install an approved, electronically controlled security access gate at the Project Site. The Project will include inward facing, low level security lighting and cameras at ingress and egress points.

31. **2.7.11 Electric and Magnet Fields:** Voltage and amperage is similar to that in other neighborhoods that contain low and medium voltage distribution lines. Out of the sites, the highest potential for EMF is from transmission lines. Transmission lines that will be installed will be similar to already existing transmission lines in the area. Induced currents and voltages on conducting objects near the proposed gen-tie lines represent a small potential hazard; but these gen-tie lines do not pose a threat if the conducting objects are properly grounded. As part of the siting and construction process for the Project, sPower will site all proposed gen-tie lines with nothing underneath them that would conflict with grounding.

32. **2.7.12 Telecommunications Interference:** sPower will respond to and document all radio/television/equipment interference complaints received and the responsive action taken.

33. **2.8 Project Decommissioning:** sPower will decommission and remove the system and its components at the end of the life of the Project. The Project site will then be converted to other uses in accordance with applicable land use regulations in effect at that time. All decommissioning and

restoration activities will adhere to the requirements of the appropriate governing authorities and will be in accordance with the SITLA Lease Agreements and all applicable federal, state and Kane County regulations.

***Below are excerpts from the SITLA Lease agreement: The mitigation procedures and conditions will be adhered to with the SITLA/Sustainable Power Group lease.**

The lease agreement contains all bonding and maintenance approaches that are in compliance with Kane County procedures for reclamation, maintenance and good condition(s) facilities practices. sPower will decommission and remove the system and its components at the end of the life of the Project. The Project site could then be converted to other uses in accordance with applicable land use regulation in effect at the time. All decommissioning and restoration activities will adhere to the requirements of the appropriate governing authorities and will be in accordance with all applicable federal, state and Kane County regulation. As per decommissioning requirements and construction bonding requirements the SITLA lease agreement in 4.1 (c) construction bonding-at Lessee's expense, such a payment, performance, completion bonds or other form of surety upon Lessor's reasonable request from time to time. At Lessor's election bonds or other security posted with third party may be deemed sufficient. **The mitigation procedures will be adhered through with the SITLA/Sustainable Power Group lease agreement and SITLA will regulate and monitor these measures.**

34. Article 5.1 –Regulatory Compliance-Section 5.1: The lease terms will need to be complied with for observance of governmental regulations. In Lessee's use and occupancy of the Premises and the performance by Lessee of its rights and obligations under this Lease, Lessee shall fully comply with all laws, orders, rules, regulations, directives, ordinances and requirements of all governmental authorities having jurisdiction over Premises, or any part thereof, and Lessee shall pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands including, without limitation, reasonable attorney's fees, that may in any way arise out of or be imposed because of the failure of Lessee to comply with such laws, orders, rules, regulations, directives, ordinances and requirements.

35. Section 5.4: Hazardous Materials- shall be complied with. Lessee shall not cause or permit any Hazardous substance (as hereinafter defined) to be brought, kept or used in or about the Premises by Lessee its officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, or concessionaires except in Commercial quantities not in violation of applicable Environmental law (as defined below) and similar to those quantities usually kept on similar premises by others in the same business or profession. sPower, its officers, directors, owners, agents, employees, shall store, use and dispose of such materials in compliance with all applicable federal, state and local laws, including, without limitation, applicable Environmental law. If the presence of any hazardous substance on, in or under the premises cause or permitted by sPower its employees results in any contamination of the premises the lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such hazardous substance (as defined below), including, without limitation, any investigation or monitoring of site condition or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such

hazardous substance on, in or under the premises or any release or suspected release or threat of release of any such hazardous substance in the air, soil, surface water or ground water. Spower shall obtain all necessary licenses, manifests, permits and approvals to perform the remedial work. "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State in which the Premises are located, or the United States Government, including, without limitation, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under applicable Environmental Law, any other chemical, material or substance, exposure to which is prohibited, limited or regulated by and federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, county, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or uses of the premise or any part thereof, any adjoining property or cause damage to the environment. The lease between sPower and SILTLA full terms and conditions will be enforced by SITLA and not Kane County. Kane County agrees with the "applicable Environmental Law" sections contained in the lease in section 5.4 and all laws noted.

36. **Section 5.5:** Endangered Species: Migratory Birds-Lessee shall take all actions reasonable necessary for the protection of endangered, threatened and sensitive species, as the same may be defined by federal or state law; migratory birds as defined by the Migratory Bird Treaty Act 16 U.S.C §703 *et seq*; and eagles as defined in the Bald and Golden Eagle Protection Act. 16 U.S.C §669a *et seq*.

37. **Section 5.6:** Antiquities requirements found in SITLA lease shall be complied with.

38. **Section 2.7.7: Waste and Recycling-**shall be complied with. Refuse Collection/Solid Waste. The storage, collection, and disposal of solid waste shall be carried out in such a manner so as to prevent, to the best of Applicant's ability, fire and health hazards, rodent harborage, insect breeding, accidents and odor in accordance with Kane County Solid Waste rules and protocol. The Solar Power Plant Applicant shall take all necessary precautions to prevent littering of the site or neighboring properties. It shall be the Applicant responsibility to collect in a timely manner any litter which leaves the site. Kane County land fill cannot be a source for solid waste disposal. Cardboard, pallets etc. should be recycled to the extent possible. The amount of solid waste is tremendous with a solar power plant and would require the plan of disposal methods and means in place.

39. **Article 7: Insurance and Indemnity:** Insurance and Indemnity-All bonding reclamation and insurance requirements found in the SITLA/sPower lease shall be applied and followed.

40. **Section 7.3:** Utah State Code 63G-7-604 applies to this project.

41. **Section 11.2:** Intermediate Reclamation found in the SITLA/sPower lease shall be complied with for reclamation processes for this project.

42. **Section 11.3:** Waste Certification shall apply. Sewage and Water. Portable outhouses may be utilized during construction. Any on-site source of potable water or sewage treatment must be approved by the Utah Department of Health or DEQ, as applicable.

43. **Section 11.4:** Lease Bond May be Required-Kane County strongly suggests a bond be in place

for this process, but will leave the liability for the project with SITLA.

44. **Section 11.7: Prior Improvements:** Kane County requires a chain link fence with warning signs around the perimeter of the project to protect the public and the structures. A gated access to or across the subject property, will be required and be opened for any inspections throughout the project life. As in the lease, any livestock fencing must be kept in place.

45. **Section 13.2:** Kane County agrees with the SITLA/sPower lease for Reclamation standards and leaves the liability for such in SITLA's jurisdiction.

46. **Local, State and Federal Permits:** A solar power plant shall be required to obtain all necessary permits from the Utah Department of Environmental Quality, including the Utah Division of Air Quality and the Utah Division of Water Quality, and the federal permits along with applicable permits required by Kane County and local utility companies affecting the power grid.

This conditional use permit may be revoked in whole or part or may be modified based on any failure to observe any of the conditions outlined herein or those enforceable in law or in equity.

***PLEASE NOTE:** Time limit found in 9-15A-5 is one year. Before building can begin all permits for state and federal regulations will need to be in place.

PROJECT DESCRIPTION

1.0 INTRODUCTION

The Glen Canyon East A Solar Project (the Project) is a utility scale solar power plant that will generate renewable solar electricity at a competitive cost with minimal environmental impacts. The Project is part of a larger composite of Sustainable Power Group (sPower) solar power plants proposed in Kane County, Utah (refer to Figure 1, *sPower Proposed Projects*). The Project facilities will operate year-round, producing electric power during daytime hours.

1.1 The Project

The Project will employ photovoltaic (PV) modules that convert sunlight directly into electrical energy without use of heat transfer fluid or cooling water. The facility will include onsite switchgear, communication lines, and generation-tie (gen-tie) lines. The Project would have a generating capacity of up to 100 megawatts (MW) alternating current (AC). The Project would be located on approximately 585 acres of vacant, undisturbed State of Utah School & Institutional Trust Lands Administration (SITLA) land in Kane County, Utah. Electricity will be delivered via gen-tie lines that will run from the solar power plant to a project substation with two potential points of interconnection (POI) to the grid that are discussed further in Section 2.3 below.

The PV modules convert sunlight striking the modules into low-voltage direct current (DC) power, which is subsequently transformed into AC power through an inverter. The PV modules are made of a semiconductor material through which electrons flow to convert light (photons) to electricity (voltage). The process is known as the PV effect.

The facility would generate emission-free electricity during the highest electricity demand time periods. The Project would offset approximately 202,415 tons of carbon dioxide equivalent annually that would have resulted from producing an equivalent amount of electricity utilizing generators powered by fossil fuels.

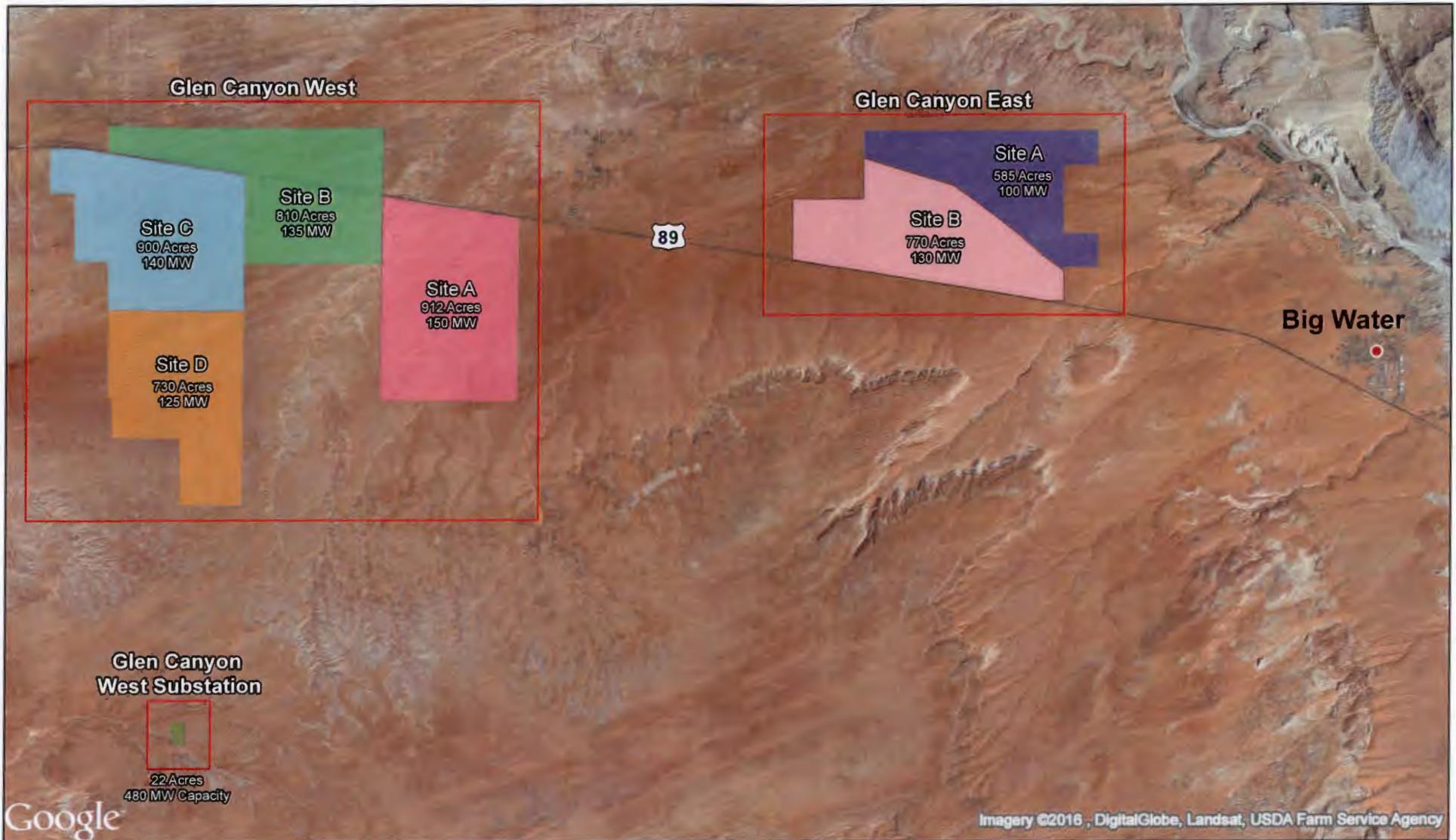
1.2 Project Objectives

The Project would benefit Kane County and the State of Utah by:

- Meeting the increasing demand for electricity generated from clean, renewable technology;
- Diversifying of the State's energy portfolios;
- Reducing greenhouse gas emissions;
- Creating "green" jobs within the State; and
- Stimulating the local economy during construction and operation of the Project

The Project's planning objective is to minimize impacts to the environmental and local community by:

- Using existing electrical distribution facilities, right-of-ways, roads, and other existing infrastructure where possible to minimize the need for new electrical support facilities;



Kane County, UT	Map Details	Map Description	
	<p>N</p> <ul style="list-style-type: none"> Project Sites Permit Sites <p>0 1 2 Miles</p>	<p>Figure 1</p> <p>sPower Proposed Projects</p>	<p>Author: JL</p> <p>Date: 5/12/2016</p> <p>Version: 1.0</p> <p>Type: Preliminary Site Map</p>
<p>Glen Canyon Solar Projects</p>			



Kane County, UT	Map Details	Map Description	
	<p data-bbox="577 1388 640 1518">  </p> <ul style="list-style-type: none"> <li data-bbox="661 1372 934 1404"> Project Sites <li data-bbox="661 1421 934 1453"> Permit Sites <li data-bbox="661 1469 1060 1502"> Proposed Transmission <li data-bbox="661 1518 1060 1550"> Glen Canyon Substation <p data-bbox="640 1559 1039 1591">  Miles </p>	<p data-bbox="1291 1404 1480 1453">Figure 1a</p> <p data-bbox="1207 1461 1564 1502">sPower Proposed Projects</p>	<p data-bbox="1722 1380 1816 1404">Author: JL</p> <p data-bbox="1722 1421 1890 1445">Date: 7/26/2016</p> <p data-bbox="1722 1469 1837 1494">Version: 1.0</p> <p data-bbox="1722 1518 1984 1542">Type: Preliminary Site Map</p>
		<p data-bbox="1648 1567 1995 1615">Glen Canyon Solar</p>	



- Minimizing impacts to threatened or endangered species or their habitats, wetlands and waters of the United States, cultural resources, and sensitive land use;
- Minimizing visual and aesthetic impacts through construction of a low profile solar PV facility;
- Develop the Project in accordance with SITLA Special Use Lease Agreement No. 1793 executed on December 22, 2014 and Amendment No. 1 to Special Use Lease Agreement No. 1793 executed on November 1, 2015; and
- Constructing, operating and maintaining the Project in compliance with local, state and federal regulations including, but not limited to, Kane County Chapter 24 regulations and Utah Code § 17C-4-103

2.0 PROJECT DESCRIPTION

The proposed Project location is within Kane County, Utah. The Project would require a Conditional Use Permit (CUP) from Kane County for the construction and operation of a solar power plant. The Project is part of a larger composite of sPower proposed solar power plants in Kane County, Utah that would be constructed in phases and operated for a minimum period of 30 years.

The Project would be comprised of the following elements:

- PV modules
- Module mounting system
- Balance of system and electrical boxes (e.g., combiner boxes, electrical disconnects)
- Electrical inverters and transformers
- Energy Storage Solutions
- Electrical AC collection system, including switchgear
- Data monitoring equipment
- Transmission and generation tie lines
- Access roads and security fencing
- Operations and Maintenance Facility

2.1 Project Location

The Project would be located on approximately 585 acres of vacant, undisturbed land that is zoned "SITLA" in the southern portion of Kane County, Utah. Refer to Exhibit B1 for a legal description of the Project Site and Exhibit B2 for a parcel map of the Project Site.

The lands surrounding the Project Site are vacant, undisturbed lands, with U.S. Highway 89 running in an east-west direction south of the Project Site, and the town of Big Water located approximately two (2) miles to the east of the Project Site. Lands to the northeast and southeast are zoned "Municipality"; to the north are Bureau of Land Management (BLM) lands zoned "GSENM" for the Grand Staircase-Escalante National Monument; and to the south and west are zoned "SITLA". The nearest habitable

structures are residences located approximately 1.75 miles to the west of the Project Site, and are zoned "R-1". sPower acknowledges that ranching, animal operations, and other agricultural activities are the primary land use of the GSENM Multiple Use/Multiple Functions Grazing Zone which mainly consist of agricultural uses surrounding the Project Site. sPower is actively engaged with SITLA and local ranchers to work cooperatively and mitigate potential impacts to grazing and ranching activities.

2.2 Solar Generating Facility

The 100 MW-AC solar power plant would be designed for optimum performance and ease of maintenance. A series of PV module arrays would be mounted on racking systems typically supported by a pile-driven foundation design. The foundation design would be determined based on a geotechnical survey. The module mounting system or racking system would be a fixed-tilt or tracker PV array configuration oriented to maximize the amount of incident solar radiation absorbed over the course of the year. At the time of the building permit application, sPower will have specific design standards that will not be changed.

Electrical connections from a series of PV arrays would be channeled to combiner boxes located throughout the solar field. Electrical current would be collected and combined prior to feeding the inverters. The solar field would be laid out in a common PV block design to allow adequate clearance or access roads and adequate access for maintenance.

Inverters would be consolidated in areas to minimize cable routing, trenching, and minimal electrical losses. The AC output from the inverters would be routed through an AC collection system and consolidated within system switchgear. The final output from the solar power plant would be processed through a transformer to match the interconnection voltage. Electrical safety and protection systems would be provided to meet utility and regulatory codes and standards.

The figures prepared for this Project include a Parcel Map (Exhibit B2) and Site Plan (Exhibit C1) prepared per Kane County CUP Application requirements. Additional information for the solar power plant is provided in the following sections.

2.2.1 Photovoltaic Modules

The actual total number of PV modules would depend on the technology selected, optimization evaluation, and detailed design. The market conditions, economic considerations, and environmental factors would be taken into account during the detailed design process. The following PV module technologies or equivalent are planned to be incorporated into the solar power plant:

- PV thin-film technology
- PV crystalline silicon technology
- Stationary fixed-tilt modular configuration
- Tracking module configuration

The modules would be oriented toward the south and angled at a degree that would optimize solar resource efficiency. For the tracking configuration, the modules would rotate from east to west over the course of the day. Modules would be non-reflective and highly absorptive. During construction, the PV modules would be delivered to the Project location to support the installation schedule.

2.2.2 Standard Installation, Array Assembly, and Racking

There are a variety of module mounting systems from various manufacturers that are available in the solar industry. The majority can be mounted on a variety of foundations. Fixed-tilt, single-axis trackers, and dual-axis trackers provide various levels of energy efficiencies. These systems are under consideration for the Project. The final system design would be determined by using optimization evaluations and economic assessments.

The module mounting system provides the structure that supports the PV module arrays. The foundations are typically cylindrical steel pipes/piles driven into the soil using pneumatic techniques, similar to hydraulic pile driving. The final foundation design would be determined based on the geotechnical survey for the Project location. Once the foundation has been installed, the module racking system would be installed to support the PV modules. For a tracking configuration, motors would be installed to drive the tracking mechanism.

The module mounting system would be oriented in rows within a PV design block reflecting a standard and uniform appearance across the facility. The module configuration would be uniform in height and width, although the actual height of the arrays will vary due to ground elevations. Grading activities would be limited to access roads where appropriate to minimize dust generation throughout the construction and operation of the facility.

2.2.3 DC and AC Collection, Inverters, and Transformers

Modules would be electrically connected into strings. Each string would be funneled by electrical conduit underground to combiner boxes located throughout the solar field power blocks. The output power cables from the combiner boxes would again be consolidated and feed the DC electricity to inverters which convert the DC to AC. Each inverter will be fully enclosed, pad mounted, and stand approximately 95 inches in height. The AC output of two inverters will be fed via underground cable into the low-voltage side of the inverter step-up transformer, generally within 20 feet of the inverters.

Underground electrical cables would be installed using ordinary trenching techniques. Trenching is expected to be relatively shallow. All construction activity (trenching, electrical routing, backfilling, and compaction) would be conducted in accordance with local, State, and federal codes.

2.2.4 Energy Storage

Energy storage would include an intelligent battery system onsite. The battery storage technology is a modular and fully enclosed power storage system that uses telecommunication systems and real-time control software to charge and discharge the battery according to power delivery needs. Typical modular energy storage solutions are approximately 102 inches in height and 20 to 40 feet in length. The energy storage solution would be located near inverter stations or near switchgear, and will depend on the technology chosen and needs of the overall system.

2.2.5 Solar Power Plant Switchgear

The potential switchgear area would be excavated for the transformer equipment, control building foundation, and oil containment area. Reinforced concrete is used for foundations.

Structural components in the switchgear areas would include:

- Transformers, switchgear, and safety systems
- Footings and oil containment system for transformers

The transformer, approximately 87 inches in height, would be pad mounted and enclosed together with switchgear and a junction box. The high-voltage output of the transformer would be combined in series via underground collector cable to the junction box of the transformer in closest proximity. Distances can range from 60 feet to 700 feet throughout the Project site. The collector system cables would be tied at underground junction boxes to the main underground collector cables, composed of a larger gauge wire, to the location of the generator step-up (GSU) transformer. The main collector cables would rise into the low-voltage busbar and protection equipment that is enclosed together with the GSU. The primary switchgear includes the main circuit breaker and utility metering equipment, and would be enclosed separately and pad mounted together with the GSU. Both the GSU and the primary switchgear stand approximately 87 inches in height. The output of the switchgear would be the start of the gen-tie.

2.2.6 Data Collection System

The Project would be designed with a comprehensive Supervisory Control and Data Acquisition (SCADA) system for remote monitoring of facility operation and/or remote control of critical components. Within the Project site, the fiber optic or other cabling required for the monitoring system would be installed throughout the solar field leading to centrally located (or series of appropriately located) SCADA system cabinets. The telecommunications connections to the SCADA system cabinets are either wireless or hard wired.

The system would also include a meteorological (met) data collection system. The met station would have the following weather sensors: a pyranometer for measuring solar irradiance, a thermometer to measure air temperature, a barometric pressure sensor to measure atmospheric pressure, and two wind sensors to measure speed and direction. These sensors would be connected to a data logger to compile the data for transmission to the Data Collection Center.

2.3 Points of Interconnection

The Project has two potential points of interconnection (POI) including 1) the existing Glen Canyon Substation located near Lake Powell, and 2) the existing PacifiCorp 230 kV transmission line that traverses the southern boundary of the Project Site. Both POIs are described in more detail below:

- POI Option 1 would traverse from the Project Site to the existing Glen Canyon Substation, located approximately 16 miles to the southeast, near Lake Powell. The solar power plant would connect to a project substation located on the northwestern portion of the Project Site via multiple 34 kV underground or overhead gen-tie lines. A new gen-tie corridor would be constructed along Highway 89, interconnecting the project substation to the existing Glen Canyon Substation at voltage of 345 kV. sPower will coordinate with all authorities having jurisdiction to acquire necessary interconnection agreements and encroachment permits prior to initiating construction of the Project. Refer to Figure 1a above for an approximate location of the utility corridor.

- POI Option 2 would interconnect to the existing PacifiCorp 230 kV transmission line that traverses the southern boundary of the Project Site, and interconnects to the existing Glen Canyon Substation, located approximately 16 miles to the southeast, near Lake Powell. The solar power plant would connect to a project substation located on the northwestern portion of the Project Site via multiple 34 kV underground or overhead gen-tie lines. A single span of overhead 230 kV gen-tie lines will interconnect the project substation to a newly constructed switching station at the POI to the existing PacifiCorp 230 kV transmission line. sPower will coordinate with all authorities having jurisdiction to acquire necessary interconnection agreements and encroachment permits prior to initiating construction of the Project.

2.4 Kane County Municipal Code Chapter 24 Compliance

Chapter 24, Solar Power Plants, of the Kane County Municipal Code establishes minimum requirements and regulations for the placement, construction and modification of solar power plants. The proposed Project shall comply with all applicable measures codified in Chapter 24 of the Kane County Municipal Code.

2.5 SITLA Lease Agreement Compliance

sPower has entered into lease agreements with SITLA (Special Use Lease Agreement No. 1793 and Amendment No. 1 to Special Use Lease Agreement No. 1793) on December 22, 2014 and November 1, 2015 for the purpose of constructing, operating, and maintaining a commercial solar electric generating facility, together with transmission lines and ancillary facilities at the Project Site (refer to Exhibit B4). As stated in the lease agreements, sPower will adhere to all mutual promises and covenants contained in the lease agreements.

Article 5, Regulatory Compliance, of Special Use Lease Agreement No. 1793 specifies environmental regulatory components including, but not limited to, hazardous materials, endangered species, antiquities, wildfires, and waste. sPower is committed to complying with all regulatory components contained in the lease agreements, including preparation of a Biological Resources Technical Report and a Cultural Resources Technical Report. Both reports will be submitted to Kane County and SITLA prior to construction of the Project. In the event endangered species or resources of historical or cultural significance are identified at the Project Site, sPower will comply with all federal and State regulations to protect said resources. Additional measures related to hazardous materials, wildfires, and waste are discussed below.

2.6 Project Construction

Project construction would consist of three major phases: (1) site preparation; (2) PV system installation; and (3) testing. sPower is committed to implementing Best Management Practices (BMPs), including those mandated by Kane County, during all construction phases of the Project. BMPs for stormwater, erosion control, and fugitive dust emissions would be prepared and approved prior to the start of construction. The construction timeline for the Project is anticipated to last 18 to 24 months.

sPower anticipates close collaboration with Kane County during the permitting process to identify and manage any environmental conditions specific to the Project. Through the permitting process, sPower

will implement all required measures and BMPs as determined by Kane County and responsible agencies.

2.6.1 Site Preparation

Construction of the PV facility would begin with initial clearing and grading (if required) of the staging areas. Access to the Project Site would be improved to appropriate construction standards. The staging areas would typically include temporary construction trailers, worker parking, truck loading and unloading facilities, and an area for assembly. Road corridors would be surveyed, cleared, and graded to bring equipment, materials, and workers to the areas under construction. Buried electrical lines, PV array locations, and the locations of other facilities may be flagged and staked to guide construction activities. BMPs for stormwater and erosion control would be employed during site preparation, and water truck refilling stations (if required) will be established for dust control.

2.6.2 PV System Installation

PV system installation will include earthwork, grading, and erosion control, as well as erection of the PV modules, supports, and associated electrical equipment. System installation will begin with teams installing the mounting and steel piers support structures. The exact design will be finalized pending specific soil conditions, but will likely include pneumatically driven H-pile steel beams attached to a fixed or tracker racking system. This will be followed by panel installation and electrical work.

Concrete may be required for the footings, foundations, and will be required for pads for the inverters and transformers. Concrete will be produced at an off-site location by a local provider and transported to the Project site by truck. Final concrete specifications will be determined during detailed design engineering and will meet applicable building codes.

The PV modules require a moderately flat surface for installation. Some earthwork, including grading, fill, compaction, and erosion control cultivation may be required to accommodate the placement of PV arrays, foundations or footings, access roads, and drainage features. A Utah Department Discharge Elimination System (UPDES) Construction Storm Water Permit will be obtained by sPower. Construction of the PV arrays will include installation of support beams, module rail assemblies, PV modules, inverters, transformers, and buried electrical cables.

Wastes that will be generated during construction may include the following: cardboard, wood pallets, copper wire, scrap steel, common trash, and wood wire spools. sPower does not expect to generate hazardous waste during construction of the proposed Project. However, field equipment used during construction will contain various hazardous materials such as hydraulic oil, diesel fuel, grease, lubricants, solvents, adhesives, paints, and other petroleum-based products contained in construction vehicles.

2.6.3 Construction Workers, Hours, and Equipment

The construction activities are expected to be completed in approximately 18 to 24 months. The on-site workforce will consist of laborers, various skilled trades, supervisory personnel, support personnel, and construction management personnel. Construction will generally occur during daylight hours, Monday through Friday. Weekend and non-daylight work hours may be necessary to make up schedule deficiencies, or to complete critical construction activities. Construction activities will be conducted consistent with Kane County regulations regarding hours of construction. If weekend or night hours are

needed, an sPower representative will contact the Kane County Land Use Administrator to have CUP conditions amended.

The Project will generate an estimated 200 new jobs during the construction phase and will provide approximately two (2) full time position over the life of the facility for O&M activities.

2.6.4 Emergency and Shutdown Procedures

To ensure the safety of all employees working on the Project during construction, sPower will develop and implement an Emergency Response Plan for the Project in accordance with Code of Federal Regulation 1910.38 established by the Occupational Safety and Health Administration (OSHA). Key personnel will be designated to train all employees working on the Project, and will be responsible for administering emergency and shutdown procedures in the event of an emergency. Emergency and shutdown procedures will be clearly displayed in all construction trailers, along with contact information for emergency service providers and treatment facilities. Appropriate warning signage will be placed on all towers, electrical equipment, and Project Site ingress and egress points. Prior to construction, sPower will notify all emergency service providers of construction activities occurring at the Project Site and inform them of all emergency and shutdown procedures, including who needs to be contacted in case of an emergency.

sPower will coordinate its development of the Emergency Response Plan with the Kane County Fire Warden to ensure satisfactory safety measures are in place in the event of a wildfire. Safety measures shall include fire suppression methods that can be immediately deployed during both construction and operation of the Project. A water tank will be constructed on the Project Site to supply water to emergency service providers and regularly maintained with the guidance of the Kane County Fire Warden.

The Project will comply with the defensible space requirements of the Utah Wildland-Urban Interface Code throughout construction of the Project. Ongoing maintenance will be provided to ensure removal of excessive grass, weeds, and other flammable materials from the defensible space area. sPower will facilitate training for emergency service providers related to the specific hazards of the Project.

2.6.5 Transportation

As stated above, the Project will generate an estimated 200 new jobs during the construction phase for each project. Construction employees would generally arrive by private automobile with an estimated 25 percent of them carpooling. Therefore, the maximum amount of employee trips per day to the Project Site would be approximately 150. Additionally, a project of this size typically requires approximately 66 truck trips per day for the duration of project construction. Therefore, the project has the potential to generate up to 216 trips per day to the Project Site during construction. Table 2.6.5.1 below provides a summary of the trip generation estimates for a solar power plant of this size. sPower anticipates relatively equal amounts of personnel coming from the City of Kanab, Utah and the City of Page, Arizona populations east and west of the Project Site.

Table 2.6.5.1
Trip Generation Estimates

Trip Type	Maximum Daily Construction Traffic
Employee	
Passenger Vehicles	200
25% carpool	(50)
Total Employee Trips	150
Trucks	
Heavy Haul	39
Medium Duty	27
Total Truck Trips	66
TOTAL DAILY TRIPS	216

Access to the Project Site will be provided via U.S. Highway 89 at the southeastern section of the Project Site, approximately 820 feet east of Milepost 10 (refer to Exhibit C1, *Site Plan*). To ensure the project does not impact the local circulation network or cause significant traffic on U.S. Highway 89, sPower will develop and implement a Transportation Management Plan in coordination with the Kane County Engineer and Utah Department of Transportation (UDOT) prior to construction and issuance of a building permit. The Transportation Management Plan will identify potential hazards associated with the Project, outline safety and traffic calming measures, and provide guidelines for accessing the Project Site during construction and emergency situations. The Transportation Management Plan will designate specific routes for employees, delivery trucks, and emergency vehicles, and will specify design features and upgrades needed for safe and adequate ingress/egress and internal service roads. Internal service roads will be unpaved and maintained throughout construction of the Project. Deliveries to the Project Site will be facilitated during off-peak traffic hours and comply with regulations governing oversized loads. sPower will document existing roadway conditions and restore any roadways damaged during construction to their pre-existing condition. Additionally, sPower will obtain all necessary permits from UDOT prior to construction and issuance of a building permit of the Project.

Equipment, permanent materials, and commodities for the Project will be transported to the Project Site via rail and state and/or interstate highways. Heavy hauls will be shipped via rail to nearest active railroad spur for offloading and transported by truck to the Project Site. Heavy haul trucks with multiple axles will be employed to distribute loads, as required. All equipment and material deliveries will utilize the Project Site access.

Truck deliveries of equipment and materials will occur beginning with the initial construction notice to proceed and continuing through the duration of the Project construction process. Initial truck deliveries will include heavy haul trucks for importing panels, project materials, followed by concrete trucks for installation of the solar field and major foundations, and deliveries of reinforcing steel. Electrical cabling and piping materials for buried piping will be delivered to the Project Site early in the construction period corresponding to approximately the time frame for foundation installation. Deliveries of large major equipment will commence at about midpoint of the construction period.

2.6.6 Parking and Staging Areas

sPower will ensure adequate parking is provided for construction workers at the Project Site and prohibit parking along U.S. Highway 89. In addition to parking, the Project will require a temporary staging area for storing materials, assembling components, refueling equipment, and installing construction trailers. The parking and staging area will most likely be located on the southeastern portion of the Project Site, to minimize transportation on un-paved roads. Parking and staging signs will be clearly placed at ingress and egress points to direct traffic to the proper location. Refer to Exhibit C1, *Site Plan*, for a depiction of the temporary parking and staging areas.

2.6.7 Hazardous Materials

Construction of the Project would involve small quantities of commonly used hazardous materials, such as fuels and oils, to operate construction equipment. The use, storage, and disposal of hazardous materials and wastes would be governed according to regulations established by OSHA and the Utah Department of Environmental Control, Division of Waste Management and Radiation Control. This regulatory structure would ensure that safety measures and precautions are implemented, thereby reducing potential impacts associated with an accidental spill or release of hazardous materials.

sPower will prepare and implement an Emergency Response Plan for the Project that outlines safety procedures in the event of an accidental spill or release of hazardous materials. Key personnel will be designated to train all employees working on the Project, and will be responsible for administering safety procedures in the event of an accidental spill or release of hazardous materials. Safety procedures will be clearly displayed in all construction trailers, along with contact information for emergency services and treatment facilities.

Prior to construction and issuance of a building permit, sPower will conduct a Phase I Environmental Site Assessment (ESA) to determine the potential for existing hazardous materials at the Project Site. In the event existing hazardous materials are discovered at the Project Site, sPower will work with SITLA to ensure full cleanup and proper disposal of hazardous materials in accordance with federal and State regulations.

2.6.8 Waste and Recycling

Construction waste would be generated from installation of the solar arrays and related facilities. Construction waste generation is expected to be minimal and consist of mostly recyclable materials such as cardboard, steel, and electrical wiring. sPower's Engineering, Procurement, and Construction (EPC) contractor that will be responsible for construction of the Project will carefully disassemble and recycle shipping containers and solar panel packaging to minimize solid waste impacts. The EPC contractor will contract with a waste and recycling service provider to ensure all waste generated from construction of the Project is disposed of in accordance with federal and State regulations. Methods of waste disposal and recycling will be coordinated with the Kane County Land Use Authority. The EPC contractor will store, collect, and dispose of solid waste in such a manner as to prevent fire and health hazards, rodent harborage, insect breeding, accidents, and odor in accordance with Kane County solid waste rules and protocol. The EPC contractor will ensure that no littering of the Project Site or neighboring properties will occur during construction.

Waste and recycled materials will be separated and stored in large containers at the Project Site, and then hauled to an off-site facility for proper disposal. Options for waste and recycling services may include a nearby municipality such as Page, Arizona who delivers their solid waste to Purgatory Valley in Washington County, or contract with a private waste hauler such as Republic Services located in Page, Arizona, approximately 20 miles from the Project Site. It is expected that sPower or its contractor will enter into waste services agreements to coordinate with the local service company to handle waste during construction.

2.6.9 Sanitation Services

No wastewater facilities exist at the Project Site and no such facilities would be constructed for the Project. Portable restroom facilities would be provided and maintained by sPower's EPC contractor during construction.

2.6.10 Water Supply

It is anticipated that a 100 MW project on 585 acres would use approximately 150-200 acre-feet of water during construction. Prior to initiation of construction, sPower will secure water rights from local sources to the approval of the Kane County Land Use Authority. It is anticipated that water will be supplied from a newly constructed on-site well or trucked in from a local provider. Water will primarily be used for dust control on un-paved roads, and will be applied via water trucks. Additionally, as stated above, a water tank will be constructed on the Project Site to supply water to emergency service providers and regularly maintained with the guidance of the Kane County Fire Warden.

2.6.11 Fugitive Dust Control Plan

Construction of the Project has potential to emit fugitive dust during earth-moving activities and operation of construction equipment on un-paved roads. The Utah Department of Environmental Quality regulates fugitive dust emissions via Rule R307-309, requiring development of a Fugitive Dust Control Plan (R307-309-6). sPower will develop and submit a Fugitive Dust Control Plan to the Utah Division of Air Quality prior to the start of construction. sPower will closely monitor fugitive dust at the Project Site, ensure that all construction activities comply with R307-309, and adhere to the measures outlined in the approved Fugitive Dust Control Plan. Additionally, the final Site Plan will include information related to how dust control will be accomplished for all disturbed on-site area during both construction and operation of the Project.

2.6.12 Construction Noise

Health and Public Safety Ordinance 4-3-3-B-25 prohibits noise that is inconsistent with a zoning area between the hours of 11:00 p.m. and sunrise. As the Project Site is zoned "SITLA", the County does not have adopted standards for noise on SITLA lands. Surrounding lands to the northeast and southeast are zoned "Municipality"; to the north are zoned "GSENM" for the Grand Staircase-Escalante National Monument; and to the south and west are zoned "SITLA". The nearest habitable structures are residences located approximately 1.75 miles to the west of the Project Site, and are zoned "R-1".

Noise emanating from construction activities would be consistent with the County's Health and Public Safety Ordinance by occurring during daylight hours. Specifications regarding hours of construction will be followed per Kane County regulations. If weekend or night hours are need on an as-needed basis,

sPower will coordinated with the Kane County Land Use Administrator to have the CUP conditions amended per Land Use Ordinance 9-15A-2-E-5.

The loudest construction activity at the Project Site would occur while driving piles for the solar arrays and tracking system. According to the U.S. Department of Transportation, Federal Highway Administration, pile drivers have the potential to generate noise levels up to 101 A-weighted decibels (dBA) when measured at a distance of 50 feet. As noise generated from a stationary source attenuates at a rate of six (6) dBA per doubling of distance, it can be reasonably assumed that the nearest habitable structures (residences located approximately 1.75 miles to the west of the Project Site) would experience maximum noise levels of approximately 56 dBA during construction. Therefore, noise impacts to surrounding land uses would be minimal during construction of the Project.

As stated above, construction traffic would access the Project Site via U.S. Highway 89. U.S. Highway 89 experiences high levels of tourist traffic throughout the year due to its close proximity to Lake Powell and the Grand Canyon. Therefore, it is anticipated that construction traffic would not significantly increase the existing mobile noise along U.S. Highway 89, and would not impact local residences in the vicinity of the Project Site.

2.6.13 Landscaping

The Project would include installation of low-profile solar panels, with heights approximately four (4) feet from the center axis. Exhibit C1, *Site Plan*, incorporates a 50-foot setback from U.S. Highway 89, providing a buffer of existing vegetation that would screen views of the Project from U.S. Highway 89. The 50-foot setback utilizes existing vegetation and topography to shield views from traffic along U.S. Highway 89. Furthermore, no habitable structures are located within the immediate vicinity of the Project Site. Therefore, the views of local residents would not be impacted as a result of the Project.

2.7 Project Operation and Maintenance

Upon commissioning, the Project would enter the operational phase. For the duration of the operational phase, the Project would be operated remotely and monitored by on-site staff for security and maintenance purposes. As the Project's PV arrays produce electricity passively with minimal moving parts, maintenance requirements would be limited. Any required planned maintenance would be scheduled to avoid peak load periods, and unplanned maintenance would be typically responded to as needed depending on the event. An inventory of spare components would be readily available from a remote warehouse facility.

Other operational details are summarized in the following sections.

2.7.1 Operations

sPower will ensure consistent and effective facility operations by:

- Responding to automated alarms based on monitored data, including actual versus expected tolerances for system output and other key performance metrics
- Communicating with customers, transmission system operators and other entities involved in facility operations

- Designating a site supervisor to monitor and implement emergency and normal shutdown procedures

2.7.2 Maintenance

Project maintenance performed on the site would consist of equipment inspection and replacement. Maintenance would occur during daylight hours, when possible. However, maintenance activities on the PV modules and DC systems would be typically performed at night. Maintenance program elements include:

- Managing a group of prequalified maintenance and repair firms who can meet the O&M needs of the facility throughout its life;
- Implementing a responsive, optimized cleaning schedule;
- Responding to plant emergencies and failures in a timely manner;
- Maintaining an inventory of spare parts to ensure timely repairs and consistent plant output;
- Maintaining a log to effectively record and track all maintenance problems; and
- Performing maintenance on the site as required to clear obstructive ground cover

2.7.3 Remote Monitoring of the Project

All important aspects of the Project will be monitored 365 days a year from a remote location utilizing a Supervisory Control and Data Acquisition (SCADA) system. Safe, effective and efficient operation of the Project is dependent on the operator receiving accurate information on all environmental measurements which affect production. These measurements include solar irradiation, ambient temperature, back of module temperature and wind speed. These environmental characteristics are reported by various sensors—pyranometers for irradiance, thermometers for temperatures and anemometers for wind speed. Other characteristics of the Project are also reported in real time such as current production, voltage, amperage, power quality and the status of all circuit protection devices. Circuit protection devices include the ability to report the status of their protective relays continuously as are the meters which report the electrical characteristics of the Project.

Signals from all sensors, meters and circuit protection devices are accumulated in to one or more data loggers which report via secure internet connections to sPower's monitoring provider. The software that comprises the monitoring system is set up to send alarms when one or more conditions arise that compromise the safe and efficient operation of the plant. sPower has operators on duty in its control center during all hours when production is expected. If an emergency should arise in the off hours, personnel are assigned to take "on-call" messages in the case of emergencies.

2.7.4 Emergency and Shutdown Procedures

As stated above, sPower will develop and implement an Emergency Response Plan for the Project. All employees working on the Project during operations will be trained in emergency and shutdown procedures. Signs will be clearly marked at the Project Site for emergency vehicle ingress and egress.

The Project will comply with the defensible space requirements of the Utah Wildland-Urban Interface Code throughout operation of the Project. Ongoing maintenance will be provided to ensure removal of

grass, weeds, and other flammable materials from the defensible space area. sPower will facilitate training for emergency service providers related to the specific hazards of the Project.

2.7.5 Transportation

The Project will primarily be operated remotely and monitored by on-site staff for security and maintenance purposes. Therefore, transportation to and from the Project Site will be minimal and would not adversely affect traffic conditions along U.S. Highway 89. As stated above, signs will be clearly marked at the Project Site in the event that emergency vehicles need to access the Project Site. The paved driveway providing access to the Project Site via U.S. Highway 89 and unpaved internal road system will be maintained as needed during the life of the Project.

2.7.6 Water Supply

During operation of the Project, minimal water would be used for solar panel washing on an annual basis and periodically for landscaping. As stated above, sPower will secure water rights from local sources to the approval of the Kane County Land Use Authority. It is anticipated that water will be supplied from a newly constructed on-site well or trucked in from a local provider.

2.7.7 Waste and Recycling

Waste will not be generated during operation of the Project.

2.7.8 Operational Noise

Land Use Ordinance 9-24-3-E states that no solar power plant shall exceed 65 dBA as measured at the property line or 50 dBA as measured at the nearest neighboring habitable structure. Primary sources of operational noise would include the inverters and solar tracker system, and would be limited to daytime hours when the Project is generating electricity.

The Project will utilize the new Power Electronics HEC-US PLUS outdoor inverters and the Array Technologies HZ v2 Tracker. The HEC-US PLUS outdoor inverter has a measured noise level of less than 70 dBA when measured at a distance of 1 meter (3.28 feet), and the HZ v2 Tracker has a measured noise level of 62 dBA when measured at a distance of 100 feet. In order to remain compliant with Land Use Ordinance 9-24-3-E, the HEC-US PLUS outdoor inverters must be located at least 6 feet from the Project's property line and 33 feet from the nearest habitable structure; and the HZ v2 Tracker must be located at least 71 feet from the Project's property line and 400 feet from the nearest habitable structure. Should a different inverter or tracker be selected, calculations will be made to ensure that the noise generating device will be located a sufficient distance away so that noise does not impact nearby residences. As stated above, the nearest habitable structures are located approximately 1.75 miles to the west of the Project Site. Therefore, it can be reasonably inferred that noise associated with operation of the Project would result in a negligible impact and would be compliant with Land Use Ordinance 9-24-3-E.

2.7.9 Light and Glare

The Project would include inward facing, low-level security lighting at ingress and egress points at the Project Site. Project lighting would be directed downward onto the Project Site and would be shielded to

illuminate intended areas only. The project substation would be lit to a minimum 22 lux (equivalent to 2 foot candles) when staff are at the Project Site working, but would not be lit when the station is unstaffed. These lighting measures would reduce the amount of light trespass falling outside the Project Site boundaries.

The glare and reflectance levels from a given PV solar power plant are decisively lower than the glare and reflectance generated by the standard glass and other common reflective surfaces found in urban environments. The PV panels used for the Project would be dark blue or black with minimal light reflection and contain a microscopically irregular surface designed to trap incident rays of sunlight. The PV panels would utilize high-transmission, low-iron glass, which absorbs more light, producing smaller amounts of glare and reflectance than normal glass. In addition to the superior refractive/reflective properties of solar glass versus standard glass, many PV panels also utilize stippled solar glass for their panels. Stippled glass is “textured” and allows more light energy to be channeled/transmitted through the glass while diffusing (weakening) the reflected light energy. “Light trapping” would also be integrated into the PV panels. “Light trapping” is the practice of using additional techniques like mirrors and natural surface textures to “trap” light within the layers of the solar cell, allowing even less light to escape by reflection. While the Project is not anticipated to result in significant glint and glare impacts to nearby residents or motorists on U.S. Highway 89, sPower will work to mitigate glint and glare through selection of technology and the Project footprint to the maximum extent practical.

As of June 2013, there were over 30 solar project in operations at airports in 15 different states. Solar installations have been successfully located at or near US international airports in Boston, New York, San Francisco, and Denver, among others. As the nearest airport to the Project Site is the Page Municipal Airport located approximately 20 miles to the southeast, it is not anticipated that light and glare emanating from the Project Site would impact aircraft flying over the Project Site.

2.7.10 Security

The Project will be monitored by security staff during operations. An appropriate security fence with warning signs will be placed around the perimeter of the Project and all electrical equipment will be locked. sPower will coordinate with the Kane County Fire Marshall to install an approved, electronically controlled security access gate at the Project Site. As stated above, the Project would include inward facing, low level security lighting and cameras at ingress and egress points.

2.7.11 Electric and Magnet Fields

Potential health effects from exposure to electric fields from power lines is negligible because magnetic fields attenuate rapidly. The solar facility has relatively low voltage and amperage and electromagnetic fields attenuate to background levels in less than 20 to 30 feet, or within the setback from project fences. Even within the facility, voltage and amperage is similar to that in other neighborhoods that contain low and medium voltage distribution lines. Out of the sites, the highest potential for EMF is from transmission lines. Transmission lines that will be installed will be similar to already existing transmission lines in the area. Induced currents and voltages on conducting objects near the proposed gen-tie lines represent a small potential hazard; but these gen-tie lines do not pose a threat if the conducting objects are properly grounded. As part of the siting and construction process for the Project, sPower will site all proposed gen-tie lines with nothing underneath them that would conflict with grounding. Potential health effects from exposure to electric fields from the Project would be negligible.

2.7.12 Telecommunications Interference

Corona or gap discharges related to high frequency radio and television interference impacts are dependent upon several factors including the strength of broadcast signals and are anticipated to be very localized if it occurs at all. Individual sources of adverse radio/television interference impacts can be located and corrected on the power lines. Conversely, magnetic field interference with electronic equipment such as computer monitors can be corrected through the use of software, shielding, or changes at the monitor location. After energizing the gen-tie line, sPower will respond to and document all radio/television/equipment interference complaints received and the responsive action taken. These records will be made available to the County upon request. With sPower's 100+ solar project, no issues have occurred with regards to telecommunications interference. On-site facilities are dependent on radio frequencies, and our operating systems have shown not to impact them.

2.8 Project Decommissioning

sPower will decommission and remove the system and its components at the end of the life of the Project. The Project site could then be converted to other uses in accordance with applicable land use regulations in effect at that time. All decommissioning and restoration activities will adhere to the requirements of the appropriate governing authorities and will be in accordance with the SITLA Lease Agreements and all applicable federal, state and Kane County regulations.

EXHIBIT “B”

Exhibit B1: Legal Description

Exhibit B2: Parcel Map

Exhibit B3: Notarized Affidavit

Exhibit B4: SITLA Lease Agreements

LEGAL DESCRIPTION

Township 43 South, Range 2 East:

- Section 4: Lot 8, SW4SW4 - 81.08 acres
- Section 5: Lots 5-8, S2NE4, NE4SE4, Those portions of S2NW4, NE4SW4, N2SE4, and SE4SE4 lying north of Sigurd to Glen Canyon 230 kV transmission line – 415.55 acres
- Section 6: Lot 8, Those portions of Lot 9 and the S2NE4 lying north of Sigurd to Glen Canyon 230 kV transmission line – 88.00 acres
- Section 8: That portion of the NE4NE4 lying north of Sigurd to Glen Canyon 230 kV transmission line – 0.30 acres

Total acres: 584.93 acres

B2

32

33

T 42 S R 1 E T 42 S R 2 E

T 43 S R 1 E T 43 S R 2 E

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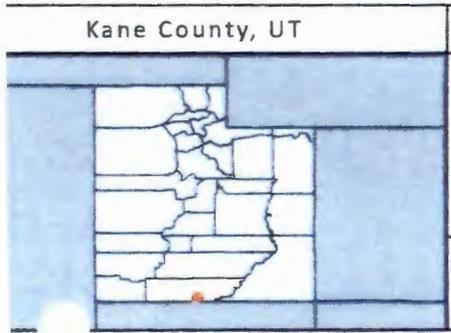
09

89

89

Land Ownership

- BLM
- SITLA



Map Details

N

- Glen Canyon East A
- Glen Canyon East B

0 0.25 0.5 Miles

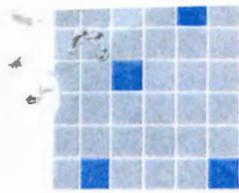
Map Description

Exhibit B2 - Parcel Map

Land included in Conditional Use Permit application.
Please refer to Exhibit B1, Legal Description.

Author: JL
Date: 5/12/2016
Version: 1.0
Type: Exhibit

S POWER Glen Canyon East A Solar Project



State of Utah
School & Institutional
Trust Lands Administration

CENTRAL AREA OFFICE
130 North Main Street
Richfield, UT 84701-2154
435-896-6494

Gary R. Herbert
Governor

Spencer J. Cox
Lieutenant Governor

435-896-6158 (Fax)
www.trustlands.utah.gov

David Ure
Director

May 5, 2016

Kane County Land Use Authority

180 West 300 North

Kanab, UT. 84741

RE: Owner/Agent Authorization

Dear Sirs:

This letter is to notify you that the Utah School and Institutional Trust Lands Administration (SITLA) is the owner of the properties listed below and in the Conditional Use Permit (CUP) Application submitted by our lessee, Sustainable Power Group (sPower). Please refer to the attached parcel maps for a depiction of the SITLA lands leased to sPower.

GLEN CANYON EAST SOLAR PROJECTS

Township 43 South, Range 2 East:

- Section 4: Lot 8 (NW4NW4), SW4SW4 - 81.08 acres
- Section 5: Lots 5-8, S2N2, S2 (ALL) - 644.48 acres
- Section 6: Lots 8 & 9, S2NE4, SE4, E2SW4, Lots 13 & 14 (That portion lying south of US 89) - 488.52 acres
- Section 7: N2NE4, NE4NW4 (That portion lying north of US 89) - 32.40 acres
- Section 8: N2N2 (That portion lying north of US 89) - 120.00 acres

GLEN CANYON WEST SOLAR PROJECTS

Township 43 South, Range 1 East:

- Section 3: S2 (That portion lying south of US 89) – 272.48 acres
- Section 4: Lots 1-4, S2N2, S2 (ALL) – 640 acres
- Section 5: Lots 1-4, S2N2, S2 (ALL) – 640 acres
- Section 6: Lots 1 & 2, S2NE4, E2SE4, E2E2E2W2SE4 (That portion lying south of US 89) – 195.16 acres
- Section 8: All- 640 acres

- Section 10: All – 640 acres
- Section 17: Lots 1 through 6, SW4NE4, NW4SE4 – 329.92 acres

GLEN CANYON WEST SUBSTATION

Township 43 South, Range 1 East:

- Section 29: E2E2SE4NW4, W2W2SW4NE4, NW4NW4NW4SE4 – 22.50 acres

By this letter, we hereby give consent and approval to sPower to act on our behalf as our agent to proceed with a CUP Application for the property referenced herein.

If you have any questions or need additional information please contact my office.

Sincerely,



Louis Brown

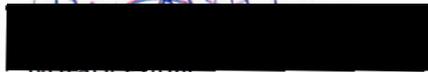
Deputy Assistant Director Surface

LB;cao

It is hereby certified that the information contained herein is true, complete, and correct to the best of my (our) knowledge and belief and is supplied in good faith, and that the signing agent has legal authority.

On this 10th day of May, 2016, personally appeared before me Louis Brown, signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

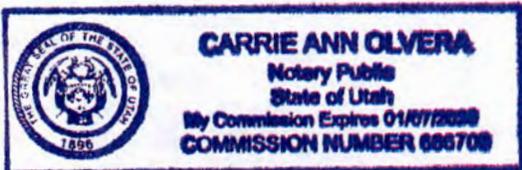
Given under my hand and seal this 10th day of May, 2016.



Notary Public

Residing in: Serier, Utah

My Commission Expires: 1/7/2020





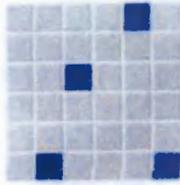
To whom it may concern,

July 3, 2014

I hereby certify that Garret Bean is an authorized representative of the Sustainable Power Group, LLC (sPower). Garret Bean is the Director of permitting and has the authority to perform policy or decision-making functions as it may relate to permitting, entitlements, and the development of sPower solar projects.

X 

Ryan Creamer, CEO



State of Utah
School & Institutional
Trust Lands Administration

Gary R. Herbert
Governor

Spencer J. Cox
Lieutenant Governor

Kevin S. Carter
Director

675 East 500 South, Suite 500
Salt Lake City, UT 84102-2818
801-538-5100
801-355-0922 (Fax)
www.trustlands.com

December 22, 2014

Mr. Rob Adams
Sustainable Power Group, LLC
2749 Parleys Way, Suite 310
Salt Lake City, Utah 84109

Re: Special Use Lease Agreement No. 1793 (Kane County Solar Project)

Dear Rob;

Please find enclosed a fully-executed original of the above-referenced lease. Good luck with your project, and best wishes over the holiday season.

Sincerely yours,


John W. Andrews
Associate Director & Chief Legal Counsel

Cc: Lou Brown

SPECIAL USE LEASE AGREEMENT NO. 1793

(Commercial Solar)

Fund: School

THIS SPECIAL USE LEASE AGREEMENT (the "**Lease**") is made and entered into by and between THE STATE OF UTAH, ACTING BY AND THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 ("**Lessor**"), and Sustainable Power Group, a Delaware limited liability company, 2749 Parleys Way, Suite 310, Salt Lake City, Utah 84109 ("**Lessee**").

RECITALS

A. Lessor owns certain state trust lands located in Kane County, Utah, more specifically described in **Exhibit A** attached hereto and incorporated herein by reference.

B. Lessee desires to lease the subject property described in **Exhibit A** for the purpose of constructing, operating and maintaining a commercial solar electric generating facility, together with transmission lines and ancillary facilities, as more fully described in this Lease (the "**Project**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

**ARTICLE I
LEASE OF PREMISES**

1.1. **Lease.** In consideration of the covenants of Lessee contained in this Lease, Lessor leases to Lessee, effective as of the Commencement Date set forth in **Section 2.1**, the parcels of land situated in Kane County, State of Utah, which are described on **Exhibit A** and depicted on **Exhibit B** to this Lease (the "**Premises**"), in "**AS-IS**" condition, subject to (a) current taxes and assessments, reservations in patents and clear lists, all rights-of-way, easements, covenants, conditions, restrictions, obligations, liens, encumbrances, and liabilities of record as of the date hereof; (b) all matters which an accurate survey or physical inspection of the Premises would disclose; and (c) all zoning and building requirements and other governmental laws, rules, and regulations now or hereafter in effect, including without limitation all rules and regulations enacted by Lessor with respect to use and management of state trust lands.

1.2. **Execution Bonus.** Lessee agrees to pay Lessor a lease execution bonus in the sum of Thirty Six Thousand Six Hundred Eighty-Eight and 50/100 Dollars (\$36,688.50), representing ten dollars per acre within the Premises (the "**Execution Bonus**"), as partial consideration for Lessor's issuance of this Lease, payable by cash, check or wire transfer on or prior to execution of this

Lease. The Execution Bonus shall be deemed earned upon execution of the Lease by the parties, and will not be refunded in the event of the subsequent expiration or termination of the Lease. The Execution Bonus may not be credited against Minimum Rent or other obligations accruing pursuant to this Lease.

1.3. Permitted Uses. Lessee may use the Premises for all purposes reasonably necessary and useful for one or more commercial solar electric generating facilities, including but not limited to the construction, development, testing, operation and decommissioning of photovoltaic panels, concentrating solar panels, collectors of any type, generators and other power block equipment, all necessary and proper support structures and foundations, underground and above-ground electrical transmission and communications lines related to the operation of the facility, electric transformers and substations, above-ground energy storage facilities, cooling towers and facilities, telecommunications equipment, meteorological measurement and recording equipment, equipment testing facilities, roads, control buildings, maintenance yards and any other facilities and equipment that are useful or necessary for converting, maintaining and capturing solar energy, solar energy development and related solar energy development uses (collectively the "**Permitted Uses**"). Lessee agrees not to conduct or permit to be conducted any industrial or commercial activities not related to the Permitted Uses, or any public or private nuisance, on or from the Premises. Lessee agrees not to permit or commit any waste of the Premises. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty as to the present or future suitability of the Premises for any purpose or use whatsoever.

1.4. Reservations to Lessor. Subject to the rights and privileges granted to Lessee under this Lease, Lessor hereby excepts and reserves from the operation of this Lease the following rights and privileges:

- (a) Rights-of-Way and Easements. Lessor reserves the right, following consultation with the Lessee, to establish rights-of-way and easements upon, through or over the Premises, if such grants will not unreasonably interfere with Lessee's use and operations under this Lease, for roads, pipelines, electric transmission lines, transportation and utility corridors, mineral access, and any other purpose deemed reasonably necessary by Lessor.
- (b) Minerals. Lessor reserves all oil, natural gas, coal, geothermal resources, metalliferous minerals, sand, gravel and other common varieties, and any other minerals, and the right to lease the same to third parties, as well as the right to utilize the surface estate of the Premises for exploration, development and extraction of the same under terms and conditions that will not unreasonably interfere with Lessee's use and operations under this Lease.
- (c) Use and Disposal of Surface. Subject to the rights granted to the Lessee pursuant to this Lease, Lessor reserves the right, following consultation with the Lessee, to use, lease, sell, or otherwise dispose of the surface estate or any part thereof if such use or disposal will not unreasonably interfere with Lessee's use and operations under this Lease. Notwithstanding anything in the foregoing to the contrary, however, Lessor and Lessee agree that unreasonable interference would be caused by any

Lessor, or Lessor-authorized, activity (other than Lessor's right of access and inspection as provided in this Lease) within the core area occupied by Lessee facilities such as solar collectors and receivers, power block equipment, support structures, above-ground energy storage facilities, measurement and recording equipment, testing facilities, cooling towers, transformers, substations and other related equipment and structures.

- (d) Other Rights and Privileges. Lessor reserves all other rights and privileges of any kind or nature, except as herein granted, provided that any actions under such reservation will not unreasonably interfere with Lessee's use and operations under this Lease.

1.5. Lessee's Inspection of the Premises. Lessee has inspected and investigated the Premises to Lessee's complete satisfaction, observed its physical characteristics and existing conditions, the operations thereon and on adjacent areas, and Lessee hereby waives any and all objections to, complaints about, or claims regarding the valuation or utility of the Premises, or its suitability for any purpose whatsoever. Lessee hereby assumes the risk that past, present or future environmental conditions on the Premises, and changes in applicable laws and regulations relating to such conditions, may increase the difficulty or cost of, or entirely prevent, Lessee's development of the Permitted Uses. Lessee expressly acknowledges that Lessee has not relied on any warranties, promises, understandings or representatives, express or implied oral or written, of Lessor or of any agent of Lessor, relating to the Premises, except as specifically set forth in this Lease.

1.6. Covenant of Quiet Enjoyment. Lessor covenants that so long as Lessee shall perform the obligations of Lessee contained in this Lease and shall not be in default in the performance of any of such obligations, Lessor shall take no action or fail to take any action that would deny Lessee and its permitted sublessees, licensees, successors and assigns the right to freely, peaceably, and quietly have, hold and enjoy full use and enjoyment of the Premises for the purposes for which this Lease is granted, including without limitation that Lessor shall not cause or permit any interference with insolation and access to sunlight upon the Premises, as such insolation and access exist as of the Effective Date of this Lease.

1.7. Lessor's Access to Premises. Lessor and its agents, at all reasonable times and upon notice to Lessee, shall have free and full access to the Premises for the purpose of examining or inspecting the condition thereof, for the purpose of determining if Lessee is performing the covenants and agreements of this Lease, and for the purpose of posting such notices as Lessor may desire to protect the rights of Lessor, provided the exercise of such rights does not materially or adversely interfere with Lessee's use and enjoyment of the Premises.

1.8. Governmental Approvals. Lessee's uses of the Premises are subject to receipt of all certificates, permits, zoning changes or variances, easements, rights of way, and other federal, state or local authorizations and/or approvals that may be required by any federal, state or local government, agency or other authority under any applicable federal, state, or local law, rule, regulation, ordinance, statute, order or decree. Lessee will provide Lessor with copies of all governmental approvals received with respect to the Project.

ARTICLE 2 TERM

2.1. Commencement Date and Original Term. The original term of this Lease (the "**Lease Term**") shall be for a period of twenty-five (25) years, commencing November 1, 2014 (the "**Commencement Date**") at 12:01 a.m., and continuing to 11:59 p.m. on October 31, 2039, subject to the terms and conditions set forth in this Lease which may permit or provide for earlier termination of the Lease.

2.2. Option to Extend Lease Term. Provided that (a) this Lease has not been terminated pursuant to the terms hereof; (b) Lessee has fully developed the Phase I of the Project in accordance with the Development Plan, as defined in **Section 4.1(a)**; and (c) Lessee is not then in default under the Lease, Lessee shall have the option to extend this Lease for five additional terms of five (5) years each by delivering to Lessor written notice at least ninety (90) days prior to the expiration of the immediately preceding Lease Term. In the event Lessee elects to renew this Lease, such renewal shall be subject to all the covenants, terms, provisions and obligations of this Lease, unless otherwise agreed to in writing by both Lessor and Lessee; provided, however, that at the beginning of each option period Lessor may reset Minimum Rent, as defined in **Section 3.1**, and the Percentage Rent, as defined in **Section 3.2**, based upon its reasonable determination of the fair market value of the Premises for the Permitted Uses, taking into account the appraised value of the Premises, comparable leases of federal, state and private lands for electric power generation, or other suitable uses of the Premises.

2.3. Termination for Failure to Build: Project Development Reports. Without giving regard to the force majeure provisions of **Section 12.5**, in the event that Lessee has not commenced construction of Lessee's Project, as set forth in the Development Plan described in **Section 4.1(a)**, within four (4) years of the Commencement Date, Lessor may terminate this Lease by giving written notice thereof to Lessee. Such termination shall be effective one (1) year after the giving of such notice if Lessee has not commenced, and is not diligently pursuing to completion, construction of the Project. Notwithstanding such Lessor termination notice, this Lease shall remain in full force and effect if Lessee commences construction of the Project within five (5) years of the Commencement Date, and diligently pursues such construction to and including the completion of the initial phase of the Project, which shall consist of solar electric generating facilities having a nameplate capacity of no less than 25 megawatts, and the initial commercial sale of electricity (the "Operations Commencement Date"). Lessee shall provide biannual project development reports (each a "**Project Development Report**") to Lessor detailing Lessee's major activities and expenditures on development of the Project. A Project Development Report shall be due six (6) months after the Commencement Date and every six (6) months thereafter.

2.4. Deletion of Unused Lands from Premises. On the tenth anniversary of the Commencement Date, and every five years thereafter, Lessor may delete from the Premises any lands within the Premises that are not (i) being physically utilized by Lessee for Permitted Uses or (ii) reasonably necessary as a shade prevention, environmental and/or safety buffer for Permitted Uses, by giving written notice thereof to Lessee. Such deletion shall be effective one (1) year after the giving of such notice if Lessee has not commenced, and is not diligently pursuing to completion,

construction of solar electric generating facilities on the lands proposed for deletion. Upon such deletion, the Lease shall be terminated as to the deleted lands, subject to Lessee's continuing obligations under Articles 7 and 13 of this Lease, and the Minimum Rent (defined below) shall be reduced proportionately to the acreage deleted from the Premises.

2.5. Addition of Other State Trust Lands to Premises. Should Lessee, in developing the Project, determine that additional trust lands adjacent to the Premises are necessary to or would be useful in developing the Project, Lessor and Lessee agree to negotiate in good faith to add such additional lands to the Premises on market-based terms, subject to the requirements of Utah Administrative Code R850-30-1000.

2.6. Holding Over. If Lessee or any successor in interest of Lessee should remain in possession of the Premises after termination of the Lease term without executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the covenants, terms, provisions and obligations of this Lease except for the provisions relating to the Minimum Rent payable hereunder, which Minimum Rent, during any holdover period shall be equal to two (2) times the amount of Minimum Rent otherwise calculated to be paid during the holdover period, together with all other sums owing to Lessor hereunder. Nothing contained herein shall be construed as Lessor's permission for Lessee to hold over or as limiting Lessor's remedies against a holdover Lessee, and if the Premises are not surrendered at the end of the Lease term, Lessee shall indemnify Lessor for, from and against any loss or liability resulting from delay by Lessee in so surrendering the Premises, including without limitation, any claims made by any succeeding Lessee based on such delay.

ARTICLE 3 RENT

3.1. Minimum Rent.

(a) Obligation to Pay Rent. Lessee shall pay to Lessor, annually during the Lease Term, the amount set forth in this Section 3.1, such amount, as adjusted from time to time as provided in Section 3.1(c) being referred to as the "Minimum Rent". Rent shall be paid annually in advance on or before the anniversary date for each year of the Lease Term, without any deduction or offset.

(b) Initial Minimum Rent. The Minimum Rent for the first two years of the Lease Term shall be Thirty Six Thousand Six Hundred Eighty-Eight and 50/100 Dollars (\$36,688.50) per annum. The Minimum Rent for the third and subsequent years of the Lease, subject to adjustment from time to time as provided in Section 3.3, shall be Seventy Three Thousand Three Hundred Seventy Seven Dollars (\$73,377.00) per annum.

(c) Payment. Lessor acknowledges the receipt of Seventy-Four Thousand Three Hundred Twenty Seven dollars (\$74,327.00) from Lessee, representing payment of the Execution Bonus of \$36,688.50; the Minimum Rent for the first year of the Lease Term of \$36,688.50; the \$250.00 application fee; and the \$700.00 lease processing charge.

3.2. Percentage Rent. Commencing upon the Operations Commencement Date and each year thereafter for so long as this Lease is in effect, Lessee shall pay to Lessor, as additional rent Percentage Rent (as defined below) which shall be calculated and paid as and when provided below in this Section.

- (a) Solar Capacity Fee. In addition to the Minimum Rent and other sums required to be paid by Lessee under this Lease, Lessee shall pay Percentage Rent to Lessor annually on each anniversary of the Commencement Date following the Operations Commencement Date in the form of an annual capacity fee (the "**Solar Capacity Fee**" and together with Minimum Rent the "**Rent**") equal to the nameplate production capacity of each PV array fully constructed on the Premises, multiplied by \$5,000.00 per megawatt. The per megawatt Solar Capacity Fee set forth in this Section 3.2(a) shall be adjusted every five years using the method for adjusting Minimum Rent set forth in Section 3.3, provided that in no event shall the Solar Capacity Fee for any annual period be less than the Solar Capacity Fee for the immediately preceding annual period. Once a PV array is fully constructed and commissioned, the Solar Capacity Fee for that PV array will be due on the next lease anniversary and thereafter, whether or not the PV array is actually operated, until such PV array is permanently removed from service.
- (b) Credit. The Minimum Rent paid by Lessee for each lease year shall be credited against Solar Capacity Fee due for that lease year, but may not be credited against Solar Capacity Fees for past or future lease years.

3.3. Adjustments to Minimum Rent and Percentage Rent. Lessor may, but is not obligated to, adjust the Minimum Rent and Percentage Rent every five years. In no event shall the Minimum Rent or Percentage Rent for any five (5) year period be less than the Minimum Rent or Percentage Rent for the immediately preceding five (5) year period. The following method shall be used to calculate the adjusted Minimum Rent and Percentage Rent:

The Minimum Rent and Percentage Rent shall multiplied by a fraction, the numerator of which is the Consumer Price Index, published by the U.S. Bureau of Labor Statistics, All Urban Consumers, Western Region Average, All Items (1982-84 = 100) (the "**CPI Index**") for the most recent month available as of the date of adjustment, and the denominator of which is the CPI Index for the month in which the Commencement Date occurred, or for the month that was the most recent available when the most recent adjustment was made hereunder, as applicable. If, on an adjustment date, the CPI Index does not exist in the format described above, the Lessor may substitute any official index published by a governmental agency which is then in existence and which is then most comparable to the CPI Index.

3.4. Net Lease. This is a net lease and it is the intention of the parties that, except as otherwise provided or limited by the specific provisions of this Lease, including, without limitation, Section 1.4, Lessee shall be responsible for all costs and expenses of the ownership, maintenance, repair and operation of the Premises incurred or accrued during the Lease Term, specifically including real estate taxes payable on account of Lessee's use of the Premises. Any present or future law to the contrary notwithstanding, this Lease shall not terminate, nor shall Lessee be entitled to any abatement, reduction, set-off, counterclaim, defense or deduction with respect to any Rent or other

sum payable hereunder, nor shall the obligations of Lessee hereunder be affected, by reason of any damage to or destruction of the Premises or by any taking of the Premises or any part thereof by condemnation, except as provided in this Lease.

3.5. Interest and Penalty on Past Due Obligations. Any amount due to Lessor which is not paid when due and within any applicable notice and cure period shall incur interest at a rate (the "Default Rate") equal to the lesser of: (a) one and one half per cent (1½%) per month, or (b) the maximum rate of interest permissible under Utah law from the due date until paid, together with penalties as provided by Utah Administrative Code R850-5-200 (2008) or by any replacement rule that shall be then in effect.

ARTICLE 4 DEVELOPMENT OF THE PREMISES AND CONSTRUCTION OF IMPROVEMENTS

4.1. Construction.

(a) Development Plan; Initial Scope of Project. Within one (1) year of the Commencement Date, or sixty (60) days prior to commencement of construction of any Improvements on the Premises, whichever is earlier, Lessee shall deliver to Lessor a Plan of Development (the "Development Plan") for the Project that includes a general site plan of the Premises showing the location of all proposed improvements. No material modifications that directly affect the Premises shall be made to the Development Plan without the prior written consent of Lessor, such consent not to be unreasonably withheld or delayed and to be presumed if Lessor does not disapprove the modifications in writing within thirty (30) days of the receipt of notice thereof. For purposes of this Section 4.1(a), material modifications shall not be deemed to include minor siting variances or minor construction and development modifications. Lessor and Lessee agree that the initial phase of the Project shall consist of solar electric generating facilities having a nameplate capacity of no less than 25 megawatts.

(b) Construction. Any development of the Premises shall be in accordance with the approved Development Plan, as the same may be modified from time to time. Lessee shall not be obligated to construct any improvements to the Premises, subject to Lessor's right to terminate this Lease pursuant to Section 2.3. All such development shall be prosecuted diligently to completion and in reasonable accordance with the development and construction schedules set forth in the approved Development Plan. All improvements shall be constructed and maintained at the sole cost and expense of Lessee, in a good workmanlike manner, and in accordance with the requirements of any and all laws, ordinances and regulations applicable thereto, including zoning and building code requirements of any municipal or other governmental agency having jurisdiction over the Premises at time said improvements are constructed.

(c) Construction Bonding. In connection with any construction on the Premises, Lessee shall provide to Lessor, at Lessee's expense, such payment, performance, completion bonds or other form of surety upon Lessor's reasonable request from time to

time. At Lessor's election, bonds or other security posted with a third party may be deemed sufficient.

(d) As-Built Drawings. Upon completion of each phase of the Project, or from time to time as Lessor may reasonably request, Lessee shall provide Lessor with an as-built survey showing the location of all physical improvements constructed on the Premises. The as-built survey shall be prepared by a licensed engineer.

4.2. Development at Lessee's Expense; Ownership.

(a) Development at Lessee's Expense. Lessee shall bear all expenses in connection with the development, improvement, construction, alteration and repair of the Premises and all improvements thereon and shall indemnify, defend and hold Lessor and the Premises harmless from any and all claims arising therefrom.

(b) Ownership of Project. Lessor acknowledges and agrees that notwithstanding whether or not the Project is a fixture on the Premises, Lessee or its Affiliate is the exclusive owner and operator of the Project and that the Project may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a "**Lessor Transfer**") with the fee interest or leasehold rights to the Premises or otherwise by Lessor or any other person. Lessor shall give Lessee at least 15 days written notice prior to any Lessor Transfer of all or a portion of the Property identifying the transferee, the portion of Property to be transferred and the proposed date of transfer. Lessor shall require any transferee to acknowledge and consent to the terms of this Lease and any Subordination, Non-disturbance and Attornment Agreement (the "**Subordination, Non-disturbance and Attornment Agreement**"), by and among Lessor, Lessee and a Lender (as defined in **Section 9.1**). Lessor agrees that this Lease and the rights granted to Lessee herein shall run with the Property and survive any Lessor Transfer of the Property.

(c) Ownership of Electricity, Attributes and Incentives. Lessor acknowledges that notwithstanding whether or not the Project is a fixture on the Premises, Lessee or its Affiliate or approved transferee is the exclusive owner of electricity (kWh) generated by the Project and of any and all of the environmental benefits of the Project and any and all environmental, tax, federal, state, or utility benefits, or any other rights, credits, rebates, allowances, entitlements and incentives howsoever named arising from or accruing to the Project.

4.3. Mechanics' Liens.

(a) Lessee is Not Lessor's Agent. The parties agree, and notice is hereby given, that Lessee is not the agent of Lessor for the construction, alteration or repair of any Improvements, the same being done at the sole direction and expense of Lessee. All contractors, materialmen, mechanics, and laborers are hereby charged with notice that they must look only to Lessee for the payment of any charge for work done or material furnished on the Premises during the Lease Term. Lessee shall have no right, authority or power to bind Lessor or any interest of Lessor for the payment of any claim for labor or

material, or for any charge or expense, incurred by Lessee as to improvements, alterations or repairs on or to the Premises, and Lessee shall post notices on the Premises during all construction work of any nature whatsoever that Lessor is not responsible for any material and labor used on the Premises.

(b) Covenant Against Mechanic's Liens. Lessee shall not suffer or permit to be enforced against the Premises, or any part thereof, and shall indemnify and hold Lessor and the Premises harmless for, from, and against (i) any mechanic's, material men's, contractor's or subcontractor's liens arising from, and (ii) any claim for damage growing out of the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Lessee. Lessee shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. If Lessee shall in good faith contest the validity of any such lien, claim, or demand, then Lessee shall, at its expense, defend itself and Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest Lessee shall at the request of Lessor provide such security and take such steps as may be required by law to release the Premises from the effect of such lien.

ARTICLE 5 REGULATORY COMPLIANCE

5.1. Observance of Governmental Regulations. In Lessee's use and occupancy of the Premises and the performance by Lessee of its rights and obligations under this Lease, Lessee shall fully comply with all laws, orders, rules, regulations, directives, ordinances and requirements of all governmental authorities having jurisdiction over Premises, or any part thereof, and Lessee shall pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands including, without limitation, reasonable attorney's fees, that may in any way arise out of or be imposed because of the failure of Lessee to comply with such laws, orders, rules, regulations, directives, ordinances and requirements.

5.2. Right of Contest. Lessee shall have the right to contest the validity of any laws, orders, rules, regulations, directives, ordinances and requirements in the manner and under the conditions provided in this Lease with respect to contesting the validity of taxes, assessments or other liens. During such contest, Lessee may refrain from complying therewith, provided that, (a) Lessor is not subjected to criminal prosecution as a result thereof, (b) Lessor's title to the Premises is not subject to lien or forfeiture as a result thereof, and (c) neither the Premises nor any rights or interest of Lessor are otherwise prejudiced or jeopardized thereby.

5.3. [Intentionally Deleted]

5.4. Hazardous Materials.

(a) Restrictions on Hazardous Substances; Remedial Work. Lessee shall not cause or permit any Hazardous Substance (as hereinafter defined) to be brought, kept or used in or about the Premises by Lessee, its officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, or concessionaires except in

commercial quantities not in violation of Applicable Environmental Law (as defined below) and similar to those quantities usually kept on similar premises by others in the same business or profession. Lessee, its officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, or concessionaires shall store, use and dispose of such materials in compliance with all applicable federal, state and local laws, including, without limitation, Applicable Environmental Law. If the presence of any Hazardous Substance on, in or under the Premises caused or permitted by Lessee, its officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, or concessionaires results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Substance (as defined below), including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Substance on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, the "**Remedial Work**"). Lessee shall obtain all necessary licenses, manifests, permits and approvals to perform the Remedial Work. Lessee shall promptly perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with all Applicable Environmental Law.

(b) Compliance with Applicable Environmental Law. Without limiting the generality of the foregoing or any other provision of this Lease, Lessee shall be solely and completely responsible for (a) insuring that all activities of Lessee (including activities of its officers, directors, owners, employees, agents, contractors, subcontractors, sublessees, assignees, licensees, and concessionaires but excluding activities of any other lessees of the Premises ("**Lessee Activities**") comply fully with Applicable Environmental Law and (b) for responding to, defending against and/or complying with administrative order, request or demand relating to Lessee Activities, or third party claims (including the claims of current or future sublessees in the Premises, or other Lessees or sublessees in units or parcels adjoining or near the Premises) for Remedial Work or for the costs of any such Remedial Work or for the costs of any such Remedial Work which the third-party claimant has undertaken, whether such order, request, demand or claim names Lessor, Lessee or both, or refers to the Premises in any way, but only to the extent the contamination or other violation of Applicable Environmental Law occurred as a result of or was exacerbated by Lessee Activities. Lessee's responsibility under this Section includes but is not limited to promptly responding to such orders, requests, demands and claims on behalf of Lessor and defending against any assertion of Lessor's financial responsibility or individual duty to perform thereunder.

(c) Definitions. As used herein, the term "**Hazardous Substance**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State in which the Premises are located, or the United States Government, including, without limitation, (i) any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law, (ii) any other chemical, material or substance, exposure to which is

prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCB's, (v) leaded paint, and (vi) asbestos. As used in this Lease, the term "**Applicable Environmental Law**" shall include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called Superfund or Superlien law; and any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

5.5. Endangered Species: Migratory Birds. In its use of the Premises Lessee shall take all actions reasonably necessary for the protection of endangered, threatened and sensitive species, as the same may be defined by federal or state law; migratory birds as defined by the Migratory Bird Treaty Act, 16 U.S.C. § 703 *et seq.*; and eagles as defined in the Bald and Golden Eagle Protection Act, 16 U.S.C. § 668a *et seq.*

5.6. Antiquities. All articles of antiquity, cultural resources, paleontological resources, and treasure-trove in or upon the Premises are and shall remain the property of Lessor. Prior to surface disturbance of the Premises, Lessee shall obtain cultural resources clearances from Lessor and the State Historic Preservation Officer in accordance with Utah Administrative Code R850-60 and applicable state historic preservation law. All costs associated with archaeological and paleontological investigations on the Premises arising in connection with Lessee's Project will be borne by Lessee. In the event that Lessee discovers ancient human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, on the Premises, Lessee shall cease all construction until such time as such items have been treated in accordance with state law.

5.7. Wildfire. Lessee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Premises, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. In the event that Lessee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Lessee agrees to reimburse the State of Utah and local fire authorities for the costs of any necessary fire suppression activities incurred as a result of the wildfire.

5.8. Fill Materials and Waste. Lessee shall not allow any deposit of ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Premises, except as approved in writing by the Lessor. If the Lessee fails

to remove all non-approved fill material, wastes or materials described above from the Premises, Lessor may at its option remove such materials and charge the Lessee for the cost of removal and disposal.

ARTICLE 6 LESSOR REPRESENTATIONS

6.1 Authority. Lessor owns the Premises and has the authority to execute and deliver this Lease and to lease the Premises to Lessee. The execution and delivery by Lessor of this Lease has been duly authorized by all necessary persons or governmental entities and is consistent with all laws (statutory or otherwise), ordinances, rules, regulations, and codes of all applicable governmental and regulatory authorities. This Lease is a legal, valid and binding obligation of Lessor.

6.2 No Third Party Rights. To the best of Lessor's knowledge, the Premises are free of any liens, easements, encumbrances or other third-party rights that would unreasonably interfere with Lessee's use of the Premises pursuant to the terms hereof, except for those items listed on attached Exhibit D.

ARTICLE 7 INSURANCE AND INDEMNITY

7.1. Indemnification of State

(a) Lessee shall indemnify, save harmless and defend Lessor, its officers, directors, employees, agents, successors, and assigns (collectively with Lessor, the "**Lessor Indemnitees**") for, from and against any and all claims (including, without limitation, third party claims for death or personal injury, environmental contamination, natural resources damages, or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, and sums paid in settlement of claims, reasonable attorney's fees, consultant fees, expert fees, and any fees and expenses incurred in enforcing this indemnity incurred by, sought from or asserted directly or indirectly against any of the Lessor Indemnitees during or after the term of this Lease arising out of or in any way related to the use of the Premises under this Lease by Lessee, its employees, contractors, licensees, successors and assigns. Lessee shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against any Lessor Indemnitee in any action described under this **Section 7.1(a)**. Lessee shall promptly provide to Lessor copies of all communications, filings or materials given to or received from any person, entity or agency in connection with any such claim, and shall notify Lessor of, and permit Lessor's representative to attend any meetings or oral communications relating thereto.

(b) Lessee shall indemnify, save harmless and defend the Lessor Indemnitees for, from and against any and all claims (including, without limitation, third party claims for death or

personal injury, environmental contamination, natural resources damages, or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, and sums paid in settlement of claims, attorney's fees, consultant fees, expert fees, and any fees and expenses incurred in enforcing this indemnity incurred by, sought from or asserted directly or indirectly against any of the Lessor Indemnitees during or after the term of this Lease arising out of or in any way related to any failure of Lessee to comply with any of Lessee's obligations under this Lease.

(c) The foregoing obligations to indemnify and hold Lessor harmless shall not include, however, any cost, expense, claim, or liability arising out of or in any way related to preexisting conditions, contaminated soil or other environmental hazards and not introduced onto the Premises by Lessee or Lessee's agents, employees or contractors or caused by Lessor's negligence or intentional acts. The obligations of Lessee and the foregoing indemnities by Lessee set forth in this Section 7.1 shall survive the termination or expiration of this Lease.

7.2. Casualty Insurance. Not applicable.

7.3. Liability Insurance. Lessee, at the sole cost and expense of Lessee, shall at all times during the Lease Term, maintain in force an insurance policy or policies which will name Lessor and Lessee as insureds against all liability resulting from injury or death occurring to persons in or about the Premises, with limits for each occurrence of not less than \$2,000,000, combined single limit, with respect to personal injury, death and property damage; provided, however, that Lessor may increase the required limit from time to time to match the statutory damage limits set forth in Utah Code Ann.63G-7-604. The original of such policy or policies shall remain in possession of Lessee; provided, however, that Lessee shall provide Lessor, without necessity of written demand, a duplicate policy or policies of any such insurance. Lessee shall also maintain and keep in force all workers compensation insurance on its employees, if any, required under the applicable workmen's compensation laws of the State of Utah.

7.4. Other Insurance. Lessee, at the sole cost and expense of Lessee, shall at all times during the Lease Term, maintain in force such other and additional insurance policies as a prudent commercial entity in the position of Lessee would maintain or as Lessor may reasonably require from time to time. Lessor shall be an additional insured on all such policies.

7.5. Policy Requirements. All insurance policies required or otherwise provided and maintained under this Article 7 shall contain provisions to the effect that the insurance shall not be canceled or materially modified without thirty (30) day's prior written notice to Lessor and that no modification shall be effective unless approved in writing by Lessor. All such policies shall be issued by a company or companies rated "A" or better by the then most current edition of Best's Insurance Guide (or if such guide is no longer published, then having a comparable rating as specified by Lessor from time to time), responsible and authorized to do business in the state in which the Premises are located, as Lessee shall determine, and shall be reasonably approved by Lessor.

7.6. Mutual Release of Subrogation Rights. Without in any way limiting the applicability of **Section 7.1**, Lessee and Lessor each hereby release and relieve the other and the officers, directors, owners, shareholders, employees, agents and representatives of the other, and waive their entire right of recovery against the other and the officers, directors, owners, shareholders, employees, agents and representatives of the other, for loss or damage arising out of or incident to the perils insured against under this **Article 7**, which perils occur in, on or about the Premises, whether due to the negligence of Lessor or Lessees or their agents, employees, contractors, concessionaires and/or invitees, but only to the extent of insurance proceeds actually paid. Lessee shall, upon obtaining the policies of insurance required hereunder, give notice to and obtain waiver of subrogation agreements or endorsements from the insurance carrier or carriers concerning the foregoing mutual waiver of subrogation contained in this Lease.

ARTICLE 8 ASSIGNMENT AND SUBLETTING

8.1. Assignments

- (a) Prohibition against Assignment. Lessee shall not assign all or part of this Lease without Lessor's prior written consent, the request for and grant of which shall be governed by this **Section 8.1**. Any attempted assignment without such consent shall be null and void, and shall constitute a default under this Lease.
- (b) Indirect Transfers. The sale, issuance or transfer of any voting capital stock of Lessee, if Lessee is a corporate entity, or of any ownership interests, if Lessee is a non-corporate entity, or any voting capital stock of any corporate entity which directly or indirectly controls Lessee, or any interests in any non-corporate entity with directly or indirectly controls Lessee which results in a change in the direct or indirect voting control (or a change in the identity of any person, persons, entity or entities with the power to vote or control at least 50 percent (50%) of the voting shares of any class of stock or other interests in Lessee) of Lessee or any corporate or noncorporate entity which directly or indirectly controls Lessee shall be deemed to be an assignment of this Lease within the meaning of this **Section 8.1**.
- (c) Should Lessee desire to assign the lease, Lessee shall request in writing Lessor's consent to such transaction, and shall provide to Lessor, subject to Lessor's reasonable agreement to keep confidential any confidential portions thereof (i) the full particulars of the proposed assignment, including its nature, the effective date, parties, terms and conditions, and copies of any offers, draft agreements, assignments, subleases, licenses, letters of intent, letters of commitment and all other documents relating to the proposed assignment; (ii) a description of the identity and business experience of the proposed transferee, including experience with projects involving the Permitted Uses, (iii) current financial information regarding the proposed transferee including, without limitation, copies of income, balance sheet and change-of-financial position statements in audited form, if available, and certified as accurate by the transferee; and (iv) such other information and material as Lessor may reasonably request within fifteen (15) days

after receipt of Lessee's request for consent.

- (d) Lessor's consent to a proposed assignment shall not be unreasonably withheld; provided, however, that by way of example and without limitation, Lessee agrees that it shall be reasonable for Lessor to withhold its consent based on any of the following: (i) the transferee's intended use of the Premises falls outside of the Permitted Uses; (ii) the transferee's financial strength is insufficient relative to the requirements of the Project; (iii) the transferee's track record and operational experience are insufficient with respect to transactions in the nature of the Project; or (iv) the Percentage Rent that Lessor reasonably anticipates receiving from the transferee is materially lower than that received or anticipated to be received from Lessee.
- (e) Lessor shall respond to Lessee's request for consent within thirty (30) days after Lessor has received all of the materials and information required to be provided pursuant to Section 8.1(c) above.

8.2. Subleases. Lessee shall not sublease all or any part of this Lease without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion, and any attempted sublease without such consent shall be null and void, and shall constitute a default under this Lease. Notwithstanding the foregoing, Lessee may upon thirty (30) days notice to Lessor sublease the Premises to any Affiliate without the prior written consent of Lessor.

8.3. Subleases Subject to this Lease. Any approved sublease shall be subject to all of the terms and conditions of this Lease and each sublessee, by accepting any sublease and entering into possession of any portion of the Premises shall be deemed to have covenanted directly with the Lessor to observe and perform all of the provisions of this Lease as they relate to the portion of the Premises subject to the sublease.

8.4. No Release. No assignment or sublease shall release Lessee from any of Lessee's obligations under this Lease.

ARTICLE 9 LESSEE FINANCING

9.1. Lessee's Right to Finance. Subject to the terms and conditions set forth in this Lease, Lessee shall have the right to (i) encumber its leasehold interest by one or more mortgages, deeds of trust, bond indentures, security agreements or otherwise (a "**Leasehold Mortgage**") or, (ii) subject to the provisions of Article 8, assign any of its rights, duties or obligations under this Lease to one or more Affiliates or third parties in connection with a financing transaction (including a sale-leaseback) for the construction of a solar electric generating facility; subject, however, to the provisions set forth in this Article 9. If requested by the holder of any Leasehold Mortgage, or a financing transaction assignee (each a "**Lender**"), Lessor shall enter into a subordination, non-disturbance and attornment agreement (a "**SNDA**") in a form reasonably satisfactory to

Lessor. Lessee agrees to reimburse Lessor for reasonable attorney's fees and costs incurred by Lessor to review a requested SNDA provided such reimbursement shall not exceed \$1,000.

9.2. Notice to Lessor of Leasehold Mortgage or Financing. No Lender shall have the rights or benefits set forth in this **Article 9**, nor shall the provisions of this **Article 9** be binding upon Lessor, unless and until notice of such Leasehold Mortgage or financing transaction and of each assignment thereof shall have been delivered to and receipt thereof acknowledged by Lessor in writing in accordance with **Section 14.2** of this Lease, notwithstanding any other form of notice, actual or constructive. With respect to an assignment pursuant to clause (ii) of the first sentence of **Section 9.1**, Lessor acknowledges and agrees that, upon receipt of written direction by a Lender, and any instructions to the contrary from Lessee notwithstanding, Lessor will recognize Lender, or any third party to whom Lender has reassigned the rights of Lessee under this Agreement, as the proper and lawful user under this Lease of the Premises and as the proper and lawful successor to Lessee with respect to access to the Premises and fully entitled to receive the rights and benefits of Lessee hereunder so long as Lender (or its assignee) performs the obligations of Lessee hereunder. Lessor shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which Lessor shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

9.3. Leasehold Mortgage Protection. If Lessee shall enter into a Leasehold Mortgage or other financing transaction pursuant to this **Article 9**, then so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply and shall be incorporated in the SNDA:

(a) Notice of Default. Lessor, upon serving upon Lessee any notice of default or non-performance under this Lease, shall also serve a copy of such notice upon the Lender, at the address provided for in **Section 9.3(f)**. If Lessor does not deliver such default notice to the Lender, then the Lender's applicable cure period under this Lease or the SNDA shall begin on the date on which such notice is received by the Lender.

(b) Right to Cure. Any Lender, in case Lessee shall be in default under this Lease, shall, within the time period agreed upon in the SNDA, have the right to remedy such default, or cause the same to be remedied, and Lessor shall accept such performance by or at the instance of such holder as if the same had been made by Lessee. If Lender or its successor(s), assignee(s) and/or designee(s) is prohibited by any court order or bankruptcy or insolvency proceedings of Lessee from curing the default or from commencing or prosecuting such proceedings, the foregoing time periods shall be extended by the period of such prohibition.

(c) No Default. For purposes of this **Article 9**, no event of default shall be deemed to exist if the default is with respect to the performance of work, or of acts to be performed (other than payment of money due under the Lease), or of conditions to be remedied, if steps shall, in good faith, have been commenced within the time permitted therefor to

rectify the same and shall be prosecuted with diligence and continuity.

(d) Leasehold Mortgage Foreclosure. Notwithstanding anything to the contrary contained herein, upon the occurrence of an Event of Default (including, without limitation, the occurrence of the events of default specified in **Section 12.1(b) and (c)**), Lessor shall take no action to terminate the Lease without first giving the Lender written notice thereof and a reasonable time thereafter within which either (i) to cure such Event of Default, (ii) to obtain possession of the Premises (including possession by a receiver) or (iii) to institute, prosecute and complete foreclosure proceeding or otherwise acquire Lessee's interest under this Lease; so long as such holder cures all defaults then reasonably susceptible of being cured by such holder. Provided, however, that: (i) such holder shall not be obligated to continue such possession or to continue such foreclosure proceeding after such defaults have been cured; (ii) nothing herein contained shall preclude Lessor from exercising any rights or remedies under this Lease with respect to any other default by Lessee during the pendency of such foreclosure proceedings; and (iii) such holder shall agree with Lessor in writing to comply during the period of such forbearance with all the terms, conditions and covenants of this Lease.

(e) Termination of Lease. Subject to the terms of the SNDA, in the event this Lease is terminated or rejected pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, or terminated pursuant to the terms hereof prior to the expiration of the Term, Lessor shall serve upon the Lender written notice that the Lease has been terminated together with a statement of any and all sums which would at that time be due and owing under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Lessor. Such holder shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

Upon written request of the Lender, within thirty (30) days after service of such notice that this Lease has been terminated, Lessor shall enter into a new lease with such holder, or its designee, provided such new lease shall be: (i) entered into at the reasonable cost of the new Lessee thereunder; (ii) effective as of the date of termination of this Lease; and (iii) for a term equal to the remaining term under this Lease and at the rent and upon all agreements, terms, covenants and conditions hereof, including applicable rights of renewal or options to extend. Such new lease shall require the new Lessee to perform any unfulfilled obligations of Lessee under this Lease which is reasonably susceptible of being performed by such new Lessee. Upon the execution of such new lease, the Lessee named herein shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for such termination, and shall pay expenses, including reasonable attorney's fees, court costs and disbursements incurred by Lessor in connection with such defaults and terminations, the recovery of possession of the Premises, and the preparation, execution and delivery of such new lease.

(f) Delivery of Notice. Any notice or other communications which Lessor shall desire or is required to serve upon Lender on this Lease shall be in writing and shall be served by certified mail, addressed to such holder at its address as set forth in such Leasehold

Mortgage or SNDA, or at such other place as such Lender may designate in writing to Lessor.

(g) Priority of Lenders. Anything contained in this Lease to the contrary notwithstanding, if more than one Lender shall make written requests upon Lessor for a new lease pursuant to **Section 9.3(e)** hereof, the new lease shall be entered into pursuant to the request of the Lender who is prior in lien and thereupon the written requests for a new lease of each Lender junior in lien thereto shall be void and of no force or effect.

(h) Consent of Lender. No agreement between Lessor and Lessee modifying, canceling or surrendering this Lease shall be effective without prior written consent of the Lender(s).

(i) No Merger. No union of the interests of Lessor and Lessee herein shall result in a merger of this Lease in the fee interest.

(j) Estoppel Certificates from Lessor. Lessor shall from time to time, within fifteen (15) days after a written request, execute and deliver to Lessee and/or any holder of a Leasehold Mortgage a written statement in the form attached hereto as **Exhibit C**.

(k) Regardless of whether or not the Project, or any part thereof, is a fixture on the Premises, and subject to the terms and conditions hereof, Lessor hereby waives any lien it may have, by operation of law or otherwise, in and to the Project. Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender.

(l) Lessor consents to Lender's security interest in the Project and waives all right of levy for rent and all claims and demands of every kind against the Project, such waiver to continue so long as any sum remains owing from Lessee to Lender. Lessor agrees that the Project shall not be subject to distraint or execution by, or to any claim of, Lessor.

(m) During the term of this Lease and of any successor lease entered into pursuant to subsection (e) of this **Section 9.3**, Lessor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent Lender from the Premises and the Property for the purpose of inspecting the Project.

ARTICLE 10 CONDEMNATION

10.1. Eminent Domain; Cancellation. If the Premises are taken by any entity with the power of eminent domain (a "Condemning Authority") or if the Premises are conveyed to a Condemning Authority by a negotiated sale, or if part of the Premises is so taken or conveyed such that the use of the remaining Premises is materially interfered with, or such that the improvements cannot be rebuilt so that upon completion Lessee may again use the Premises without substantial

interference, Lessee may terminate this Lease by giving Lessor written notice at any time after the occurrence of any of the foregoing and such termination shall be effective as of the date of the transfer to the Condemning Authority. If this Lease is terminated pursuant to this Section 10.1, Lessor shall refund to Lessee any rent prepaid beyond the effective date of termination.

10.2. Partial Taking. If part of the Premises or any of the Improvements are taken or conveyed without substantially interfering with the use of the Premises, this Lease shall not terminate and rent shall be adjusted pro-rata on a going forward basis. In such event, Lessor shall receive the portion of the award attributed to the value of the fee title estate taken, and Lessee shall receive all remaining awards and other compensation or sums.

10.3. Basis of Awards. All payments made for any taking or conveyance of the land as described in this Article 10 shall be paid to Lessor and Lessee hereby agrees that it shall have no claim to any such awards for any damage to its leasehold estate, except as may be provided by the laws of Utah. Lessee shall have the right to full recovery of the costs of improvements located on the Premises.

ARTICLE 11 ADDITIONAL COVENANTS

11.1. Water Rights.

(a) Water Rights in Name of Lessor. Any new appropriation of water rights from a point of diversion on the Premises for use upon the Premises shall be made in the name of Lessor and shall be considered an appurtenance to the Premises. Lessee shall have the right to use such water right at no cost during the term of this Lease. Upon termination of the Lease, Lessee shall make all necessary filings to confirm Lessor's ownership of such rights.

(b) Option to Purchase. If Lessee purchases or acquires an existing water right for use upon the Premises (other than for short term uses related to construction), Lessor shall have the option to acquire that portion of such water right as was used on the Premises upon expiration or termination of this Lease. The option price for such water right shall be the fair market value of the water right as of the date of expiration or termination of this Lease. Upon expiration or termination of this Lease, Lessee shall notify Lessor in writing of all water rights purchased or acquired by Lessee for operations on the Premises and its estimate of the fair market value of such water right. Lessor shall then have forty-five (45) days to exercise its option to acquire the water by payment to Lessee of the estimated fair market value. If Lessor disagrees with Lessee's estimate of fair market value, Lessor shall notify Lessee of its disagreement within the 45 day option exercise period. The fair market value of the water right shall then be appraised by a single appraiser mutually acceptable to both parties, which appraisal shall be final and not subject to review or appeal. If the parties cannot agree upon the choice of an appraiser, the fair market value of the water right shall be determined by a court of competent jurisdiction. Conveyance of any water right pursuant to this paragraph shall be by quit claim deed.

(c) Proration in the Event of Unitization. In the event that Lessee files to appropriate or acquires water rights as part of a unit, cooperative or other plan of development, Lessee's obligation to initiate water filings in Lessor's name pursuant to Paragraph 11.1, and its grant of an option to Lessor to purchase acquired water under Paragraph 11.2, shall be limited to a pro rata portion of such rights proportionate to Lessor's ownership of lands within the approved unit area or the area of such other cooperative development arrangement.

11.2. Intermediate Reclamation. Upon completion of construction of individual facilities on the Premises, Lessee shall reclaim disturbed areas not required for continuing operations by leveling, reseeding and other reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.

11.3. Waste Certification. The Lessee shall provide upon any transfer of operation, assignment of rights, permanent cessation of operations, or lease termination, certification to the Lessor that, based upon a complete search of all the operator's records for the Lease, and upon its knowledge of past operations, there have been no reportable quantities of hazardous substances as defined in 40 Code of Federal Regulations §302.4, or used oil as defined in Utah Administrative Code R315-15, discharged (as defined at 33 U.S.C. §1321(a)(2)), deposited or released within the Premises, either on the surface or underground, and that all remedial actions necessary have been taken to protect human health and the environment with respect to such substances. Lessee shall additionally provide to Lessor a complete list of all hazardous substances, hazardous materials, and their respective Chemical Abstracts Service Registry Numbers, used or stored on, or delivered to, the Premises. Such disclosure will be in addition to any other disclosure required by law or agreement.

11.4. Lease Bond May Be Required. At any time during the term of the Lease, Lessor may require Lessee to execute and file with the Lessor a good and sufficient bond, letter of credit or other financial guarantee acceptable to Lessor in order to: (a) guarantee Lessee's performance of all covenants and obligations under this Lease; (b) ensure compensation for damage, if any, to the surface estate and any surface improvements; and (c) ensure full reclamation of the Premises upon cessation of operations, including without limitation removal of surface improvements, recontouring, and revegetation. Upon notice to Lessee, the Lessor may, in its reasonable discretion, determine that any lease bond or other surety on file is insufficient to protect Lessor's interests. In such an event the Lessor shall enter written findings as to the basis for calculation of the perceived insufficiency and enter an order establishing the amount of additional bonding or surety required. Lessee shall file any required additional bond or surety with Lessor within thirty (30) days after written demand by Lessor. Lessor may increase or decrease the amount of any additional bond from time to time in accordance with the same procedure.

11.5. Survey Monuments. Lessee shall protect, in place, all public land survey monuments and private property corners.

11.6. Fencing. Lessee may fence any portion of the Premises at its own expense. In the event Lessee erects any fencing, Lessee agrees to provide gated access at reasonable locations to Lessor and to any lessees or permittees granted rights or access to or across the Subject Property, or any

part thereof, by Lessor pursuant to **Section 1.4**, except for fencing necessary to prevent unauthorized access to solar facilities, other structures, and transmission facilities. Lessee shall take appropriate steps, including fencing, to secure such structures and facilities from unauthorized access.

11.7. Prior Improvements. If existing fences, range improvement projects, or other prior improvements currently exist on the Premises by authority of the Lessor, Lessee shall allow the owner of such improvements to remove them within ninety (90) days of notice from Lessee, with a copy of such notice to Lessor.

ARTICLE 12 DEFAULT

12.1. Events of Default. Any of the following occurrences or acts shall constitute an event of default ("**Events of Default**") under this Lease:

- (a) Breach of Obligations. If Lessee shall fail to:
 - (i) Lessee shall fail to pay any Minimum Rent, Percentage Rent, or other sum when the same is due, and such failure continues for ten (10) days after Lessor has given Lessee written notice specifying the amount due; or
 - (ii) Provide any insurance coverage as required by this Lease, within ten (10) days of written request, or
 - (iii) Observe or perform any other provision hereof and such failure shall continue for thirty (30) days after notice to Lessee of such failure or such longer period as reasonably may be required to cure such default if the same cannot be cured within such thirty (30) day period and Lessee commences to effect the cure within such thirty (30) day period and diligently pursue such cure thereafter.

- (b) Bankruptcy. If Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Lessee shall consent to or acquiesce in the filing thereof or such petition or answer shall not be discharged or denied within sixty (60) days after the occurrence of any of the foregoing;

- (c) Other Insolvency Events. If a receiver, trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee or of the Premises or Lessee's leasehold interest therein shall be appointed in any proceeding brought by Lessee, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Lessee and shall

not be discharged within sixty (60) days after the occurrence thereof, or if Lessee shall consent to or acquiesce in such appointment; or

(d) Abandonment. If, following commencement of development of the Premises and at any time thereafter during the Lease Term, Lessee shall abandon the Premises, with Lessee's cessation of all operations for a period of three hundred sixty (360) consecutive days, if unrelated to Force Majeure or maintenance, replacement and repair, or repowering so long as Lessee is using diligent efforts to complete such maintenance, replacement and repair, or repowering, to be presumptive evidence that the Premises have been abandoned.

12.2. Remedies. If an Event of Default shall have happened and be continuing without cure, Lessor shall have the following rights and remedies subject to the provisions of **Article 9** and the rights of any Lender thereunder, to the maximum extent available or permitted under applicable law:

(a) Right to Terminate. Lessor shall have the right to give Lessee notice of Lessor's termination of the Lease. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on the date set forth in such notice as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the Lease Term, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(b) Right to Re-enter. Lessor shall have the immediate right, whether or not the term of this Lease shall have been terminated pursuant to **Section 12.2(a)**, to re-enter and repossess the Premises by summary proceedings, ejectment, any other legal action or in any lawful manner Lessor determines to be necessary or desirable and to remove all persons and property therefrom. No such re-entry or repossession of the Premises shall be construed as an election by Lessor to terminate the term of this Lease unless a notice of such termination is given to Lessee pursuant to **Section 12.2(a)**.

(c) Reletting of the Premises. At any time or from time to time after the re-entry or repossession of the Premises pursuant to **Section 12.2(b)**, whether or not the term of this Lease shall have been terminated pursuant to **Section 12.2(a)**, Lessor shall use reasonable efforts to relet the Premises for the account of Lessee at a rent which is reasonable in light of the then existing market conditions in the community, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such other conditions and for such uses as Lessor, in its absolute discretion, may determine. Lessor may collect and receive any rents payable by reason of such reletting.

(d) No Release. No expiration or termination of the term of this Lease pursuant to **Section 12.2(a)**, by operation of law or otherwise, and no re-entry or repossession of the Premises pursuant to **Section 12.2(b)** or otherwise, and no reletting of the Premises pursuant to **Section 12.2(c)** or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession or reletting.

(e) **Damages.** In the event of any expiration of the term of this Lease or re-entry or repossession of the Premises by reason of the occurrence of an Event of Default, Lessee will pay to Lessor all Minimum Rent, Capacity Fees, and other amounts due to Lessor to and including the date of such expiration, termination, re-entry or repossession; and, thereafter, Lessee shall, until the end of what would have been the term of this Lease in the absence of such expiration, termination, re-entry or repossession, and whether or not the Premises shall have been relet, be liable to Lessor for, and shall pay to Lessor, as liquidated and agreed current damages: (i) all Minimum Rent, Capacity Fees and other sums which would be payable under this Lease by Lessee in the absence of such expiration, termination, re-entry or repossession, less (ii) the net proceeds, if any, of the reletting affected for the account of Lessee pursuant to **Section 12.2(c)**, after deducting from such proceeds all expenses of Lessor in connection with such reletting (including, but not limited to, all repossession costs, brokerage commissions, reasonable attorney's fees and expenses, employees' expenses, alteration and construction costs and expenses of preparation for such reletting and other expenses related to Lessee's default). Lessee will pay such current damages on the days on which Rent would be payable under this Lease in the absence of such expiration, termination, re-entry or repossession, and Lessor shall be entitled to recover the same from Lessee on each such day.

12.3. **Remedies Not Exclusive.** No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing by law, in equity or by statute.

12.4. **Lessor Breach.** Should Lessor be in default of its obligations under this Lease, Lessee shall notify Lessor of such default in writing. Should such default continue for more than thirty (30) days after Lessor's receipt of such notice, or if such default cannot be cured within thirty (30) days should Lessor have failed to commence and be diligently prosecuting the cure of such default, Lessee shall have, as its sole and exclusive remedy under this Lease, the right to file suit against Lessor in a court of competent jurisdiction for specific performance, injunctive relief or damages, as the case may be. Notwithstanding the foregoing, in no event shall Lessee be allowed to any offset or abatement of any rental amounts hereunder, nor shall Lessee be allowed to terminate this Lease, except as specifically provided herein. Notwithstanding anything contained herein to the contrary, Lessee agrees to look solely to the estate and property of the Lessor in the Premises, and subject to the prior rights of any mortgage or beneficiary of any trust deed or any security interest on the same, for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, conditions and covenants of this Lease to be observed and/or performed by Lessor, and no other assets of Lessor shall be subject to levy, execution or other procedures for the satisfaction of Lessee's remedies. Further notwithstanding anything contained herein to the contrary, in no event shall Lessor be liable for any special or consequential damages.

12.5. **Force Majeure.** If either Party, without fault or negligence by such Party, is rendered unable by Force Majeure, as defined herein, to perform any obligation of under this Lease, other than Lessee's obligation to pay Minimum Rent, Percentage Rent, or other consideration, including late fees, then upon such Party promptly giving written notice to the other Party, the performance

of such obligation shall be suspended during the period of time the inability to perform continues as a result of an event of Force Majeure, and such Party shall be relieved of liability for its failure to perform during such period of time; provided that the Party asserting an inability to perform shall use its best efforts to correct such inability and to resume promptly its performance as required under the Lease. The term Force Majeure shall mean causes or events such as an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, volcanic eruption, riot, war, terrorism, sabotage, or other similar cause or event not within such Party's reasonable control, but not including generalized economic conditions, recession, or depression. The written notice provided under this Paragraph shall set forth the particular nature and circumstances of the Force Majeure, the expected effect of the Force Majeure on the Party's performance under the Lease, and the expected date the Party will resume performance.

ARTICLE 13 OBLIGATIONS ON LEASE TERMINATION

13.1. Improvements Upon the termination of this Lease for any cause whatsoever, Lessee shall upon request of Lessor immediately surrender peaceable possession of the Premises, in a good, clean and useable condition (ordinary depreciation, reasonable wear and tear, casualty loss, and condemnation loss excepted). Lessee shall remove all buildings, structures, fixtures and other improvements (collectively, the "**Improvements**") then located thereon within three hundred sixty (360) days of notice from the Lessor requiring such and receipt of all necessary permits, and reclaim the Premises in accordance with **Section 13.2**. Removal of the Improvements and restoration of the Premises shall be at Lessee's sole cost and expense. In the event that Lessee fails to remove the Improvements upon notice from Lessor, Lessor may do so, in which case Lessee shall reimburse Lessor for all reasonable costs of removal and restoration.

13.2. Reclamation. Upon termination of this Lease, Lessee shall reclaim the Premises, normal wear and tear excepted, by properly removing structures, equipment and debris, recontouring the Premises to their approximate original contour, and reseed the Premises, as necessary in the reasonable judgment of Lessor to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests. Lessee shall further abate any hazardous condition caused by Lessee or its agents and permittees and located on or associated with the Premises. Lessee and representatives of all governmental agencies having jurisdiction shall have the right to re-enter the Premises for reclamation purposes for a reasonable period after termination of the Lease.

ARTICLE 14 GENERAL PROVISIONS

14.1. Waiver of Breach. No waiver of the breach of any provisions of this Lease shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Lease, nor shall the acceptance of rent by Lessor during any period of time in which Lessee is in default in any respect other than payment of such rent be deemed to be a waiver of such default.

14.2. Notices. Notices shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or (c) overnight express delivery service, addressed or transmitted to Lessor and Lessee at the following addresses, or to such other addresses as either party may designate to the other in a writing delivered in accordance with the provisions of this Section:

If to Lessor: School and Institutional Trust Lands Administration
Attn: Assistant Director - Surface
675 East 500 South, Suite 500
Salt Lake City UT 84102

If to Lessee: Sustainable Power Group
Attn: Rob Adams
2749 Parleys Way
Suite 310
Salt Lake City, UT
84109

All notices shall be deemed to have been delivered and shall be effective upon the date on which the notice is actually received, if notice is given by personal delivery or by overnight express delivery service, or on the third day after mailing if notice is sent through the United States mail.

14.3. Attorney's Fees. If any action is brought by any party to this Lease in respect of its rights under this Lease, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court. In the event that any person who shall not be a party to this Lease shall institute an action against a party to this Lease in which the other party to this Lease shall be involuntarily and without cause joined as a party, the party against whom said action is instituted shall reimburse the other party to this Lease for all attorney's fees incurred by such party in connection therewith.

14.4. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

14.5. Recording. Lessee may record a Memorandum of this Lease after execution of this Lease.

14.6. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies hereunder or at law or in equity.

14.7. Construction. The titles which are used following the number of each Section are so used only for convenience in locating various provisions of this Lease and shall not be deemed to affect the interpretation or construction of such provisions. The parties acknowledge that each party and its counsel have reviewed and revised this Lease. This Lease shall not be construed for or against Lessor or Lessee. References in this Lease to "**Sections**" and "**Articles**" refer to the Sections and Articles of this Lease unless otherwise noted.

14.8. Lessor's Consent. Whenever this Lease provides for or requires the consent or approval of Lessor, such consent or approval may be given or withheld in the sole and absolute discretion of Lessor, unless a standard of reasonableness is expressly stated.

14.9. Successors. Subject to the restrictions contained in **Article 8**, this Lease and all of provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee.

14.10. Governing Law; Venue. The terms, conditions, covenants, and agreements herein contained shall be governed, construed, and controlled according to the laws of the state of Utah. Any action brought in connection with this Lease shall be brought in the Third District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.

14.11. Broker's Commission. Lessee and Lessor represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other for, from and against all liabilities arising from any claims, including any attorney's fees connected therewith, relating to claims arising out of the other's actions.

14.12. Time is of the Essence. Time is of the essence of this Lease and in the performance of all of the covenants and conditions hereof.

14.13. Relationship of the Parties. The relationship of the parties hereto is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor does not in any way, nor for any purpose, become a partner of Lessee or a joint venturer with Lessee in the conduct of Lessee's business, or otherwise, and that the provisions of any agreement between Lessor and Lessee relating to rent are made solely for the purpose of providing a method whereby rental payments are to be measured and ascertained.

14.14. Time Periods. In the event the time for the performance of any obligation or the taking of any action hereunder expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

14.15. Quitclaim. At the expiration or earlier termination of this Lease, Lessee shall execute, acknowledge and deliver to Lessor, within five (5) days after written demand, from Lessor to Lessee, any quitclaim deed or other document deemed necessary or desirable by Lessor's counsel to remove the cloud of this Lease and the limited right of first refusal granted hereunder from the real property subject to this Lease.

14.16. Tax and Zoning Immunity. Nothing contained in this Lease shall be deemed to constitute a waiver of applicable laws providing tax and zoning immunity to state property or any interest therein or income therefrom.

14.17. No Waiver of Sovereign Immunity. By this Lease, Lessor does not waive, limit, or modify any sovereign immunity from suit except as specifically provided herein.

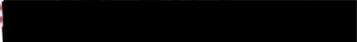
14.18. Entire Agreement. This Lease sets forth all the promises, inducements, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth therein. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless in writing and signed by each of them. Parole evidence shall never be admissible in any court, tribunal, arbitration or governmental agency to modify, amend or vary the terms of this Lease.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of November 1, 2014.

LESSOR:

STATE OF UTAH, SCHOOL AND
INSTITUTIONAL TRUST LANDS
ADMINISTRATION

Approved as to Form
Sean D. Reyes
ATTORNEY GENERAL
By: 


By: Kevin S. Carter, Director

LESSEE:

Sustainable Power Group
(sPower)

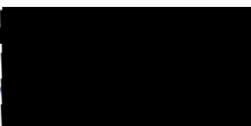

By: Ryan Creamer CEO

EXHIBIT A
TO
SPECIAL USE LEASE AGREEMENT NO.

The real property referenced in the foregoing instrument located in Kane County, Utah is more particularly described as:

Parcel 1

Township 43 S., Range 2 E., SLB&M

- Section 4: Lot 8 (NW1/4NW1/4); SW1/4SW1/4 81.08 acres
Section 5: Lots 5-8, S1/2N1/2, S1/2 (All) 644.48 acres
Section 6: Lots 8, 9, S1/2NE1/4, SE1/4, E1/2SW1/4, Lots 13, 14, less and excepting that portion lying south of US 89. 488.52 acres
Section 7: N1/2NE1/4, NE1/4NW1/4 that portion lying north of the US89 32.40 acres
Section 8: N1/2N1/2 that portion lying north of US Highway 89 120.00 acres
Total Parcel 1: 1,366.48 acres m/l

Parcel 2

Township 43 S., Range 1 E., SLB&M

- Section 24: SE1/4; E1/2SW1/4 240 acres
Section 25: E1/2NW1/4; NE1/4; S1/2 560 acres
Section 26: S1/2; SW1/4NW1/4 360 acres
Section 27: S1/2, S1/2 N1/2 480 acres

Township 43 S., Range 2 E., SLB&M

- Section 19: Lots 3, 4, E1/2SW1/4; W1/2SE1/4 247.37 acres
Section 30: Lots 1, 2, 3, 4, W1/2NE1/4; E1/2NW1/4; NE1/4SW1/4; NW1/4SE1/4; 415 acres
Total Parcel 2: 2,302.37 acres m/l

Total Parcels 1&2

TOTAL: 3,668.85 acres

EXHIBIT B
TO
SPECIAL USE LEASE AGREEMENT NO.

(Site Plan Depicting Location of Premises)

See Attached

EXHIBIT C
TO
SPECIAL USE LEASE AGREEMENT NO.

(Form of Estoppel Certificate)

Consent and Estoppel Certificate

[Lender]

Attention: _____

Re: Special Use Lease Agreement No xxxx dated _____, 20____, attached hereto and incorporated herein by reference (the "Lease"), by and between State of Utah, School and Institutional Trust Lands Administration, as lessor ("Lessor"), and _____, a _____ limited liability company ("Lessee") for Real Property Located in _____ County, Utah ("Premises")

Ladies and Gentlemen:

Lessor understands that: (a) _____ (the "Lender") will be making loans and other financial accommodations to Lessee and certain of Lessee's subsidiaries and affiliates (collectively with Lessee, the "Credit Parties"), the repayment of which will be secured by, among other things, the Mortgage (as hereinafter defined) and a pledge of the equity or ownership interests of Lessee (the "Equity Pledge"), and (b) Lender will be relying upon this Consent and Estoppel in connection with Lender's making such loans and financial accommodations.

Therefore, with respect to the Lease, Lessor hereby certifies to and agrees with Lessee and Lender, as follows:

1. A true, correct and complete copy of the Lease and all amendments or modifications thereto are attached to this Consent and Estoppel as Exhibit A.
2. The Lease is in good standing and in full force and effect and has not been amended or modified, except as described on Schedule 1 attached hereto.
3. The term of the Lease commenced on _____, 201____ and will expire on _____, 20____. Lessee has ____ () option to extend or renew the term of the Lease of _____ years.
4. Lessee has paid Lessor the amount of \$ _____, representing payment of the Execution Bonus of \$ _____, the Minimum Rent for the first year of the

Lease Term of \$ _____, the \$250.00 application fee and the \$700.00 lease processing charge.

5. The current annual Minimum Rent under the Lease is \$ _____, which rent has been paid through and including _____, 2010.
6. To Lessor's knowledge, there are no defaults of Lessee under the Lease nor any existing conditions which, upon the giving of notice or lapse of time or both, would constitute a default under the Lease except as follows _____.
7. Lessor hereby consents to (a) the grant of a leasehold mortgage or deed of trust or a collateral assignment or other security interest (the "Mortgage") in the Lease by Lessee to Lender provided that such Mortgage shall not encumber Lessor's fee title to the Premises, and (b) the recordation of the Mortgage in the land records of the counties in which the property is located.
8. If Lender or its respective designees succeeds to Lessee's interest under the Lease by virtue of foreclosure, deed-in-lieu of foreclosure or otherwise, including without limitation by succession to the equity interests of Lessee by virtue of the Equity Pledge, Lessor agrees:
 - (a) to recognize Lender, or their respective designees ("Successor Lessee") as Lessee under the Lease, with all rights and obligations accruing to Successor Lessee, thereunder, and Successor Lessee, shall succeed to all of the rights and obligations of the Lessee under the terms of the Lease. Such a succession to Lessee's interest shall not constitute a default under the Lease; and
 - (b) so long as rent and other charges accruing are paid current and there are no other defaults under the Lease, that Successor Lessee shall have the ability to assign the Lease, upon prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any such assignment, Lender and any Successor Lessee shall have no liability under the Lease for obligations arising after said assignment
9. If the Lease is terminated for any reason, Lessor shall provide Lender with: (a) prompt written notice thereof, and (b) the opportunity, within thirty (30) days after such notice, to enter into a new lease for the Premises with Lessor containing the same terms and conditions as, and for the remaining period covered by, such terminated Lease.

This Consent and Estoppel may be executed by facsimile and a facsimile signature page shall be deemed an original for all purposes hereof. The terms hereof shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns, including, without limitation, any successor Lender.

DATED: _____, 201_

STATE OF UTAH, SCHOOL AND
INSTITUTIONAL TRUST LANDS
ADMINISTRATION

By: Kevin S. Carter, Director

**EXHIBIT D
TO
SPECIAL USE LEASE AGREEMENT NO. ____**

(Third Party Rights)

[Lou Brown to Prepare]

EXHIBIT 'D' SULA 1793

TOWNSHIP: 43.0 SOUTH, RANGE 1.0 E Section 24

GRAZING 21111.0
ALL
LITTLE LIVESTOCK LLC
635 SOUTH 175 EAST
KANAB UT 84741

TOWNSHIP: 43.0 SOUTH, RANGE 1.0 E Section 25

GRAZING 21111.0
ALL
LITTLE LIVESTOCK LLC
635 SOUTH 175 EAST
KANAB UT 84741

TOWNSHIP: 43.0 SOUTH, RANGE 1.0 E Section 26

GRAZING 21111.0
ALL
LITTLE LIVESTOCK LLC
635 SOUTH 175 EAST
KANAB UT 84741

TOWNSHIP: 43.0 SOUTH, RANGE 1.0 E Section 27

GRAZING 21111.0
ALL
LITTLE LIVESTOCK LLC
635 SOUTH 175 EAST
KANAB UT 84741

RANGE IMPROVEMENT 261.0

ALL
LITTLE LIVESTOCK LLC
635 SOUTH 175 EAST
KANAB UT 84741

TOWNSHIP: 43.0 SOUTH, RANGE 2.0 E Section 5

EASEMENT 673.0
LOTS 5-8, S2N2, S2 (WITHIN) SEE METES & BOUNDS
BUREAU OF LAND MANAGEMENT
GRAND STAIRCASE-ESCALANTE NATIONAL MONUMENT
180 WEST 300 NORTH
KANAB UT 84741

EASEMENT 1826.0
SE4SE4, W2SE4, N2SW4, SW4NW4
PACIFICORP DBA ROCKY MOUNTAIN POWER
RIGHT OF WAY SERVICES (WITHIN)
1407 WEST NORTH TEMPLE, SUITE 110
SALT LAKE CITY UT 84116

TOWNSHIP: 43.0 SOUTH, RANGE 2.0 E Section 6

EASEMENT 528.0
LOT 14, SE4SW4, S2SE4 (WITHIN)
GARKANE ENERGY COOPERATIVE, INC
120 WEST 300 SOUTH
P O BOX 560
LOA UT 84747

EASEMENT 676.0
LOT 14, SE4SW4
FEDERAL HIGHWAY ADMINISTRATION
2520 W 4700 S #9-A
SALT LAKE CITY UT 841181847

EASEMENT 1826.0
S2NE4, LOTS 9, 10, & 11 (WITHIN)
PACIFICORP DBA ROCKY MOUNTAIN POWER
RIGHT OF WAY SERVICES
1407 WEST NORTH TEMPLE, SUITE 110
SALT LAKE CITY UT 84116

TOWNSHIP: 43.0 SOUTH, RANGE 2.0 E Section 7

EASEMENT ESMT 526.0
NE4NE4 (WITHIN)
GARKANE ENERGY COOPERATIVE, INC.,
120 WEST 300 SOUTH
P O BOX 560
LOA UT 84747

EASEMENT 876.0
N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ (THAT PORTION LYING NORTH OF US89)
FEDERAL HIGHWAY ADMINISTRATION
2520 W 4700 S #9-A NORTH OF US89)
SALT LAKE CITY UT 841181847

GRAZING 21111.0
LOTS 4, SE4SW4, S2SE4
LITTLE LIVESTOCK LLC LOTS 4, SE4SW4, S2SE4
635 SOUTH 175 EAST
KANAB UT 84741

TOWNSHIP: 43.0 SOUTH, RANGE 2.0 E Section 8

ESMT 526.0
N2N2 (WITHIN)
GARKANE ENERGY COOPERATIVE, INC.,
120 WEST 300 SOUTH
P O BOX 560
LOA UT 84747

EASESMT 676.0
N2N2, SE4NE4 (WITHIN)
FEDERAL HIGHWAY ADMINISTRATION
2520 W 4700 S #9-A
SALT LAKE CITY UT 841181847

ESMT 1826.0
NE4NE4 (WITHIN)
ACIFICORP DBA ROCKY MOUNTAIN POWER
RIGHT OF WAY SERVICES
1407 WEST NORTH TEMPLE, SUITE 110
SALT LAKE CITY UT 84116

TOWNSHIP: 43.0 SOUTH, RANGE 2.0 E Section 19

GRAZING 21111.0
LOTS 1-4, E2W2, E2 (ALL)
LITTLE LIVESTOCK LLC LOTS 1-4, E2W2, E2 (ALL)
635 SOUTH 175 EAST
KANAB UT 84741

TOWNSHIP: 43.0 SOUTH, RANGE 2.0 E Section 30

GRAZING 21111.0 LITTLE LIVESTOCK LLC
LOTS 1-4, E2W2, E2 (ALL)
635 SOUTH 175 EAST
KANAB UT 84741

**AMENDMENT NO. 1 TO
SPECIAL USE LEASE AGREEMENT NO. 1793**

Fund: School

This AMENDMENT NO. 1 TO SPECIAL USE LEASE AGREEMENT NO. 1793 (the "**Amendment**") is entered into effective as of the 1st day of November 2015, by and between the STATE OF UTAH, acting by and through the SCHOOL LAND INSTITUTIONAL TRUST LANDS ADMINISTRATION, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 ("**Lessor**"), and Sustainable Power Group, a Delaware limited liability company, 2180 South 1300 East, Suite 600, Salt Lake City, Utah 84106 ("**Lessee**").

RECITALS

- A. Lessor and Lessee entered into Special Use Lease Agreement No. 1793 (the "**Lease**") effective November 1, 2014. The Lease granted Lessee the right to use certain state trust lands located in Kane County, Utah for the operation of a commercial solar power generating facility.
- B. Lessor and Lessee now desire to amend the Lease to change the legal description, to include additional land and delete other land, and to adjust compensation to Lessor, as more specifically set forth below.

NOW, THEREFORE, in consideration of a \$400.00 amendment fee, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby enter into this Amendment, as follows:

AGREEMENT

1. **Land Deleted from Lease.** The following land is deleted from the Premises:

Township 43 South, Range 1 East SLB&M

Section 24: SE4, E2SW4, 240 acres

Section 25: E2NW4, NE4, S2, 560 acres

Section 26: SW4NW4, S2, 360 acres

Section 27: S2, S2N2, 480 acres

Township 43 South, Range 2 East SLB&M

Section 19: Lots 3, 4, E2SW4, W2SE4, 247.37 acres

Section 30: Lots 1, 2, 3, 4, W2NE4, E2NW4, NE4SW4, NW4SE4, 415 acres

Total acres deleted: 2,302.37

2. **New Land Added to Lease.** The following land is added to the Premises:

Township 43S South, Range 1 East SLB&M

Section 3: S2 (That portion lying south of US 89) -272.48 acres

Section 4: Lots 1-4, S2N2, S2 (ALL) – 640 acres

Section 5: Lots 1-4, S2N2, S2 (ALL) – 640 acres

Section 6: Lots 1 & 2, S2NE4, E2SE4, E2E2E2W2SE4 (That portion lying south of US 89) – 195.16 acres

Section 8: All- 640 acres

Section 17: Lots 1-6, SW4NE4, NW4SE4 – 329.92 acres

Section 10: All – 640 acres

Containing 3357.56 acres, more or less.

Township 43S South, Range 1 East SLB&M

Section 29: E2E2SE4NW4, W2W2SW4NE4, NW4NW4NW4SE4 – 22.50 acres

Containing 22.50 acres, more or less.

3. **Retained Land.** The following land was in the original Premises, as defined in the Lease, and is retained in the Premises, as revised by this Amendment:

Township 43 South, Range 2 East:

Section 4: Lot 8 (NW4NW4), SW4SW4 - 81.08 acres

Section 5: Lots 5-8, S2N2, S2 (ALL) - 644.48 acres

Section 6: Lots 8 & 9, S2NE4, SE4, E2SW4, Lots 13 & 14 (That portion lying south of US 89) - 488.52 acres

Section 7: N2NE4, NE4NW4 (That portion lying north of US 89) - 32.40 acres

Section 8: N2N2 (That portion lying north of US 89) - 120.00 acres

Total acres of Retained Lands: 1366.48 acres

4. **Summary.** The total acreage in the Premises, as revised by this Amendment, is 4,746.54 acres, an increase in acres of 1077.69 from the original lease.
5. **Additional Execution Bonus.** Lessee agrees to pay Lessor a lease execution bonus for the additional acres in the sum of Ten Thousand Seven Hundred Seventy Six and 90/100 Dollars (\$10,776.90), representing ten dollars per acre for the increase in acres within the Premises (the "Execution Bonus"), as partial consideration for Lessor's issuance of this amendment, payable by cash, check, or wire transfer on or prior to execution of this amendment.
6. **Additional Rent.** Lessee shall pay to Lessor as additional rent for current lease year the sum of Ten Thousand Seven Hundred Seventy Six and 90/100 Dollars (\$10,776.90), payable by cash, check, or wire transfer on or prior to execution of this amendment,

representing ten dollars per acre for the increase in acres within the Premises, payable by cash, check, or wire transfer on or prior to execution of this amendment.

7. **New Minimum Rent.** Effective November 1, 2016, the Minimum Rent (as defined in the Lease) will be adjusted to reflect the scheduled increase in Minimum Rent set forth in **Section 3.1** of the Lease, together with the increase in acres within the Premises, to Ninety Four Thousand Nine Hundred Thirty Dollars and 80/100 (\$94,930.80), representing twenty dollars per acre within the Premises, as revised. The New Minimum Rent will be subject to future adjustment from time to time as set forth in **Section 3.3** of the Lease.
8. **No Other Amendments; Ratification.** Except as amended, supplemented or modified by this Amendment, all terms and conditions of the Lease and prior amendments thereto shall remain unchanged and in full force and effect and is hereby ratified. If and to the extent that any of the terms of provisions of this Amendment are in conflict with any of the terms and provisions of the Lease, then the terms and provisions of this Amendment shall control.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Amendment No. 1 to Special Use Lease Agreement No. 1793 to be executed effective as of November 1, 2015.

LESSOR: STATE OF UTAH
School and Institutional Trust Lands
Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102

By: _____
David Ure, Director

LESSEE: Sustainable Power Group
2180 South 1300 East, Suite 600
Salt Lake City, Utah 84106

By: _____
Name: Ryan Creamer
Title: Authorized Person

APPROVED AS TO FORM:
SEAN D. REYES
UTAH ATTORNEY GENERAL

By: _____
Special Assistant Attorney General

Amendment No. 1 to SULA No. 1793
Page 5

STATE OF UTAH)
 : §
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by David Ure, in his capacity as Director of the School and Institutional Trust Lands Administration.

Notary Public

STATE OF Utah)
 : §
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 6th day of May, 2016 by Ryan Creamer, in his capacity as Authorized Person of the Lessee.

Notary Public

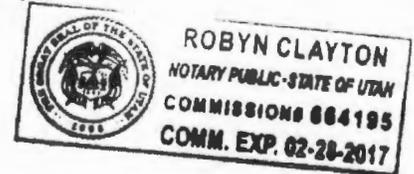
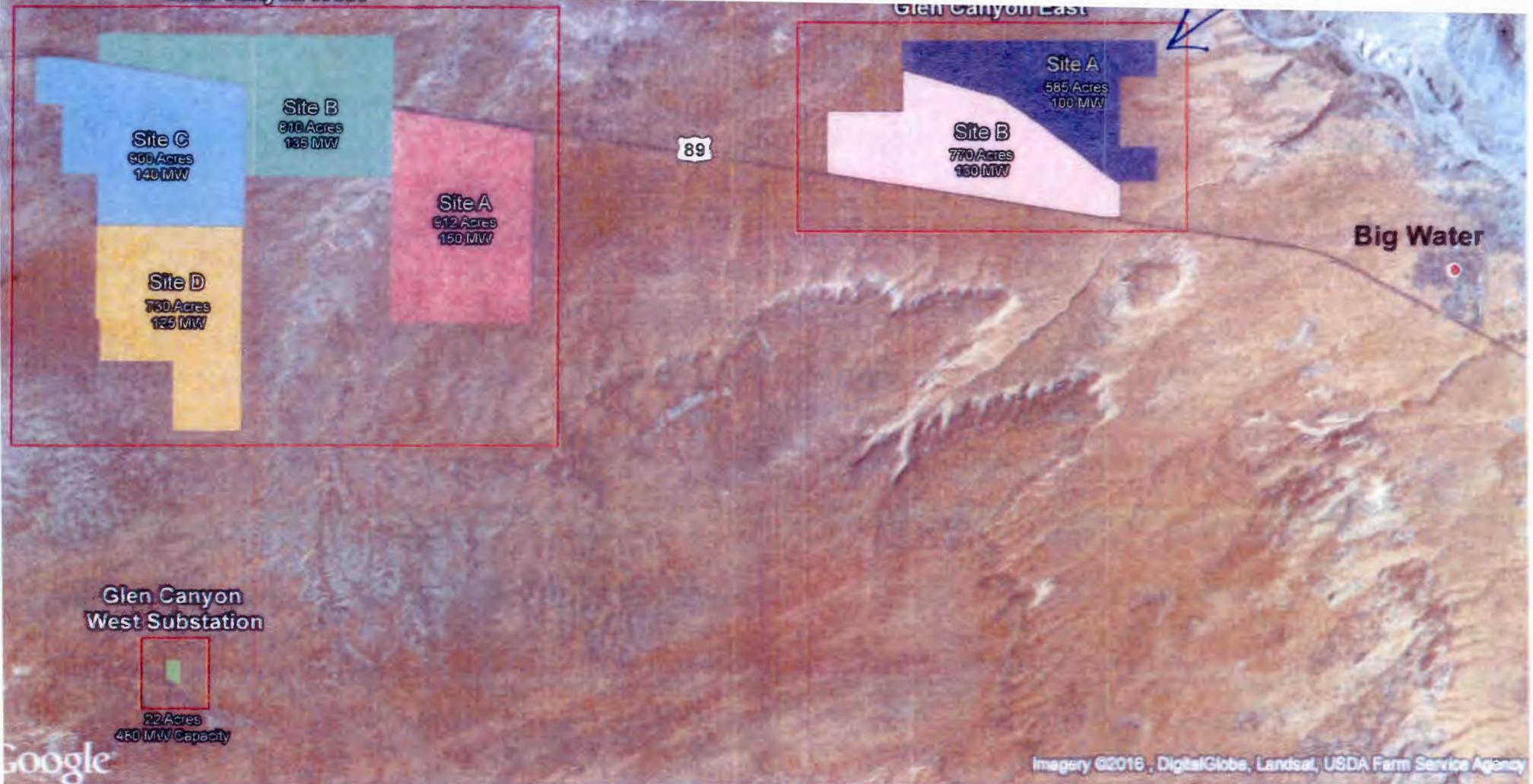
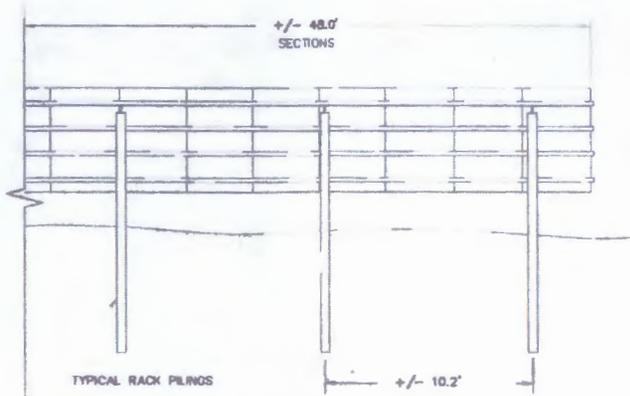


EXHIBIT “C”

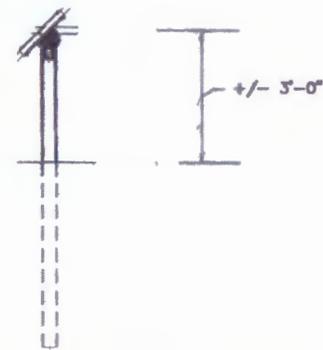
Exhibit C1: Site Plan



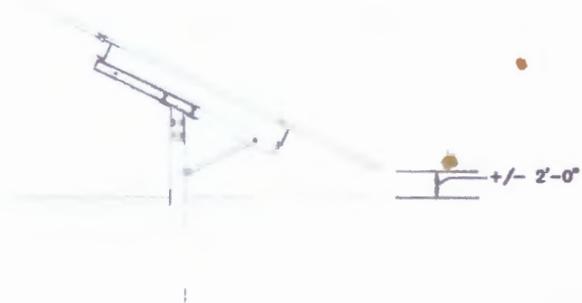
Kane County, UT	Map Details	Map Description	
	<p>N</p> <ul style="list-style-type: none"> Project Sites Permit Sites <p>0 1 2 Miles</p>	<p>Figure 1</p> <p>sPower Proposed Projects</p>	<p>Author: JL</p> <p>Date: 5/12/2016</p> <p>Version: 1.0</p> <p>Type: Preliminary Site Map</p>
			<p>Glen Canyon Solar Projects</p>



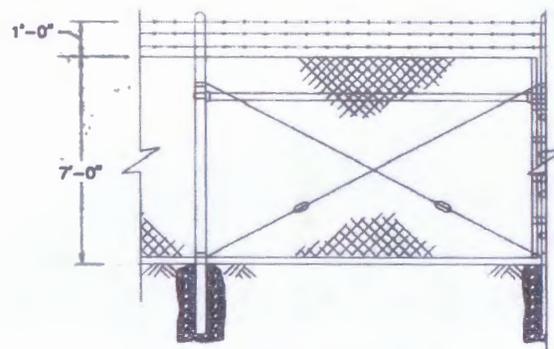
SOLAR ARRAY RACK DETAIL
N.T.S.



TRACKER RACK AND FOUNDATION DETAIL
N.T.S.



FIXED TILT RACK AND FOUNDATION DETAIL
N.T.S.



CHAIN LINK SECURITY FENCE
N.T.S.

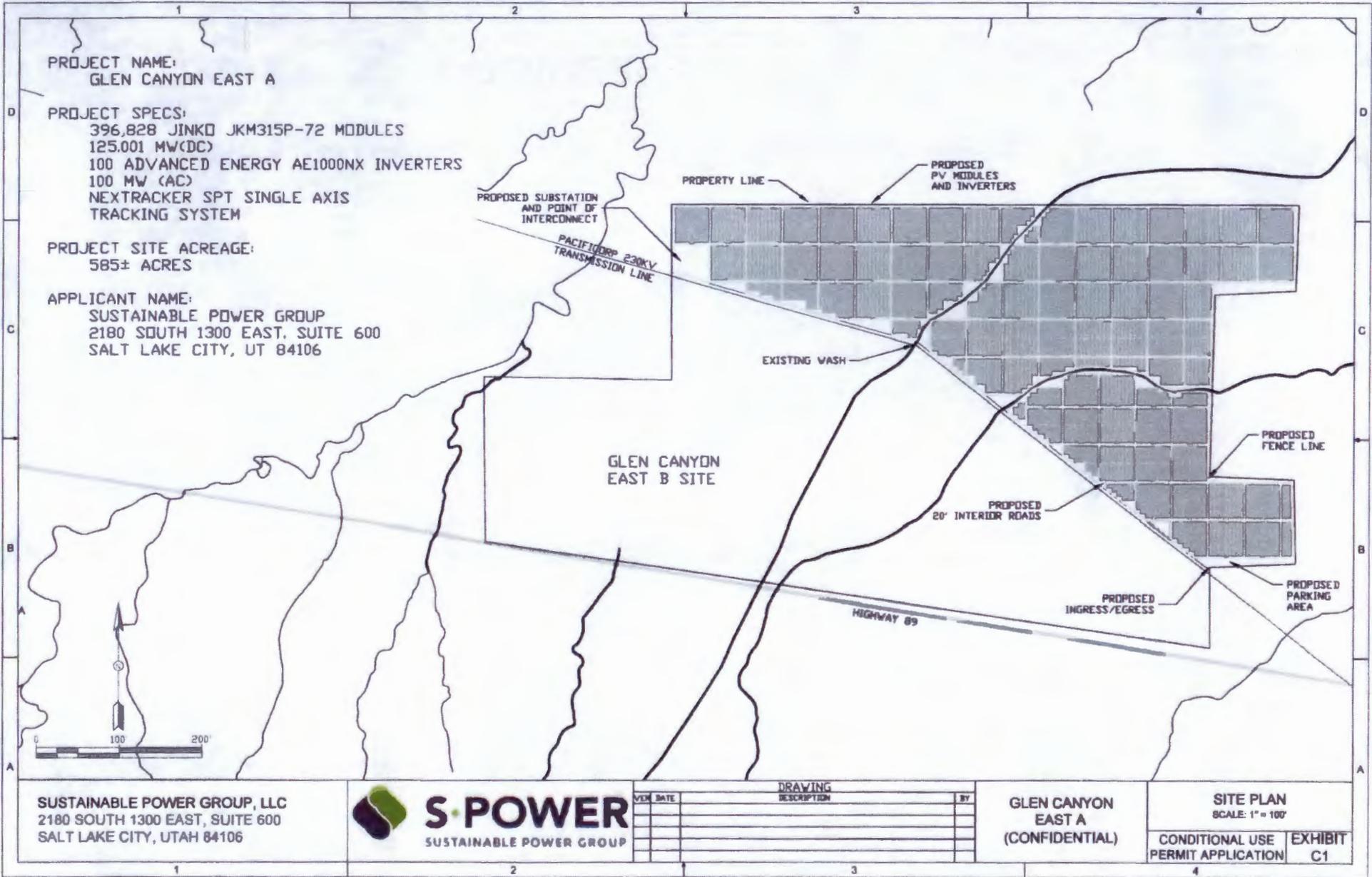
SUSTAINABLE POWER GROUP, LLC
2180 SOUTH 1300 EAST, SUITE 600
SALT LAKE CITY, UTAH 84106



REV.	DATE	DRAWING DESCRIPTION	BY

GLEN CANYON
EAST A
(CONFIDENTIAL)

DETAILS PLAN SCALE: N.T.S.	
CONDITIONAL USE PERMIT APPLICATION	EXHIBIT C1



SUSTAINABLE POWER GROUP, LLC
2180 SOUTH 1300 EAST, SUITE 600
SALT LAKE CITY, UTAH 84106



REV	DATE	DRAWING DESCRIPTION	BY

GLEN CANYON EAST A
(CONFIDENTIAL)

SITE PLAN
SCALE: 1" = 100'

CONDITIONAL USE PERMIT APPLICATION	EXHIBIT C1
------------------------------------	------------

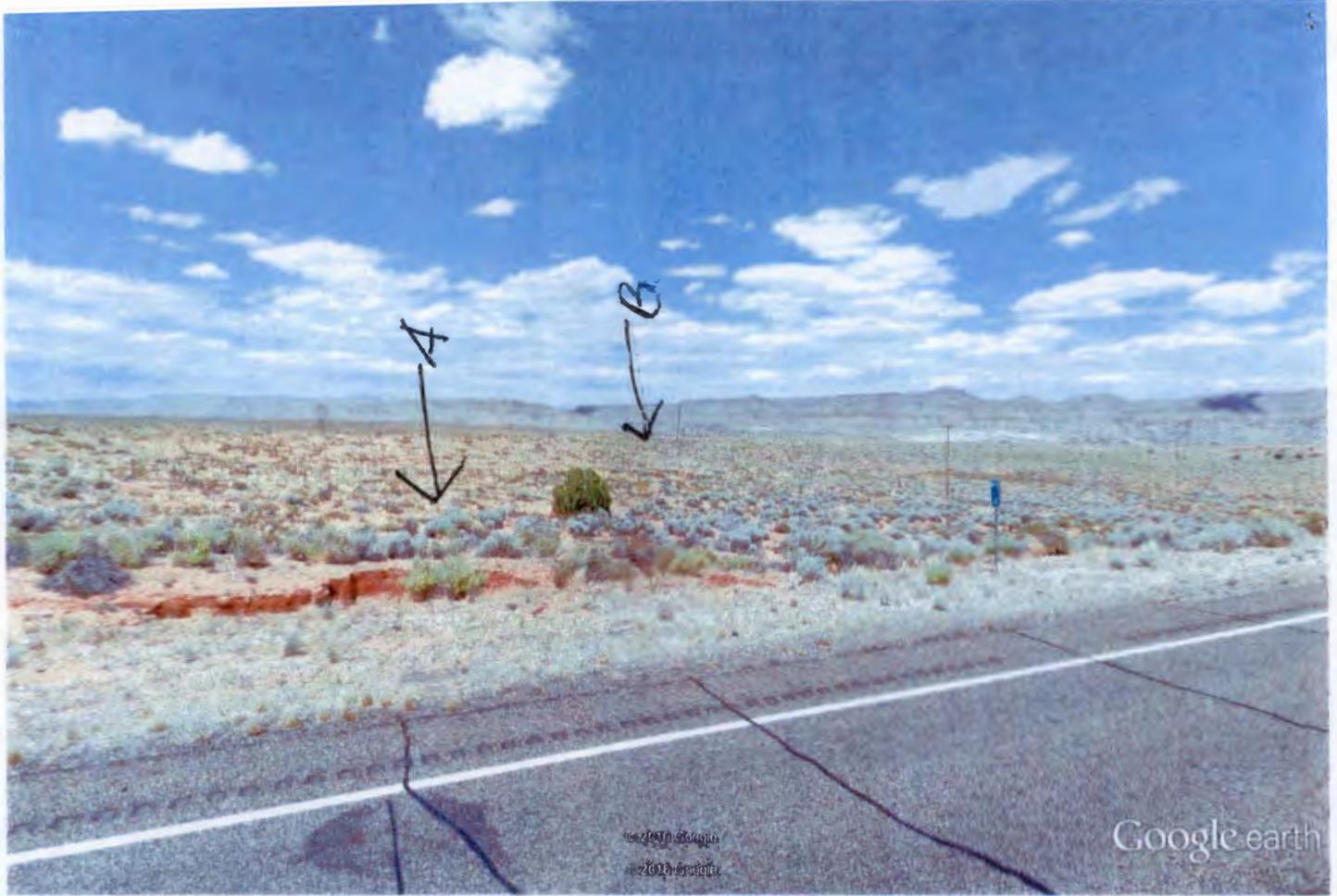


Google earth



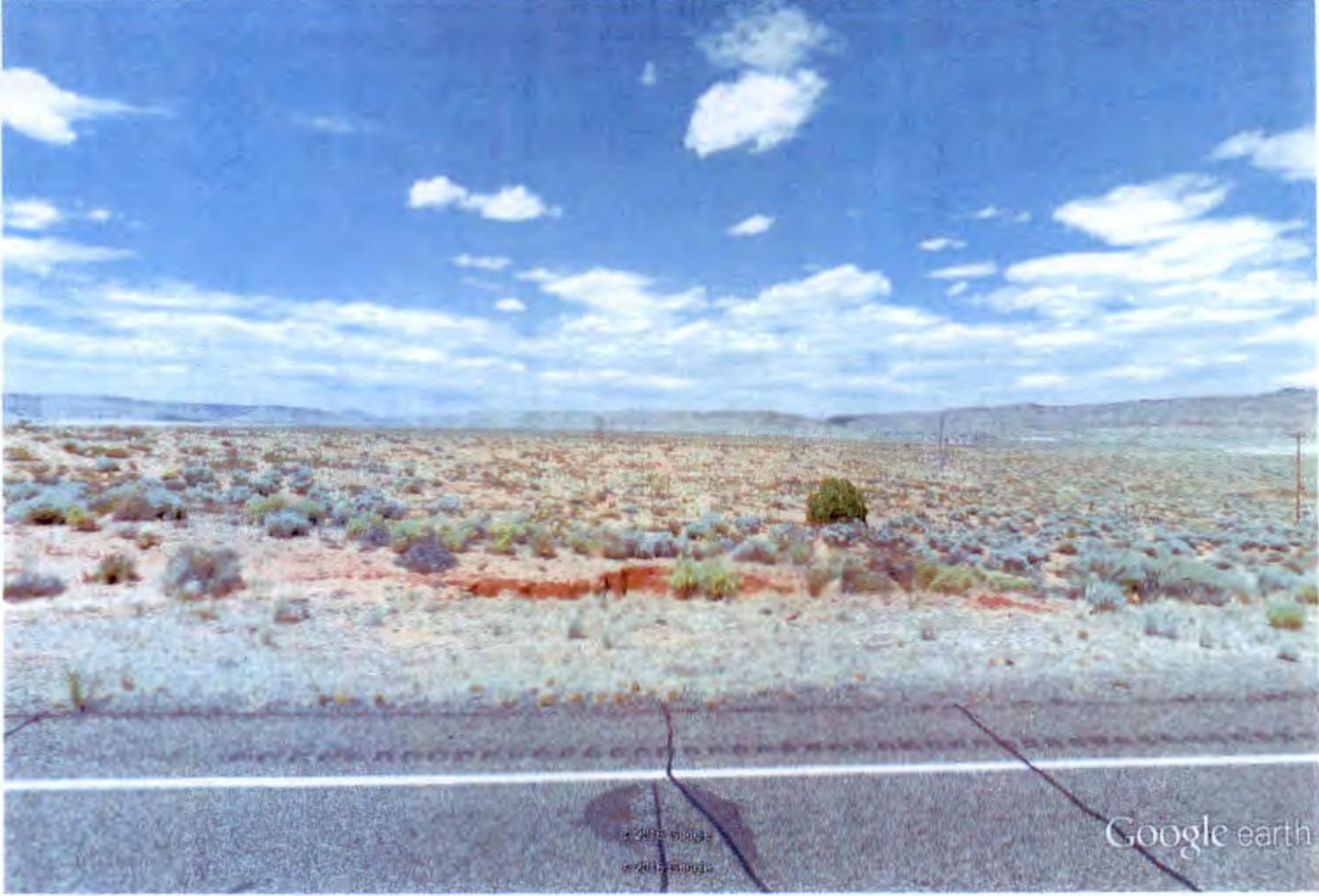
(East A & B)

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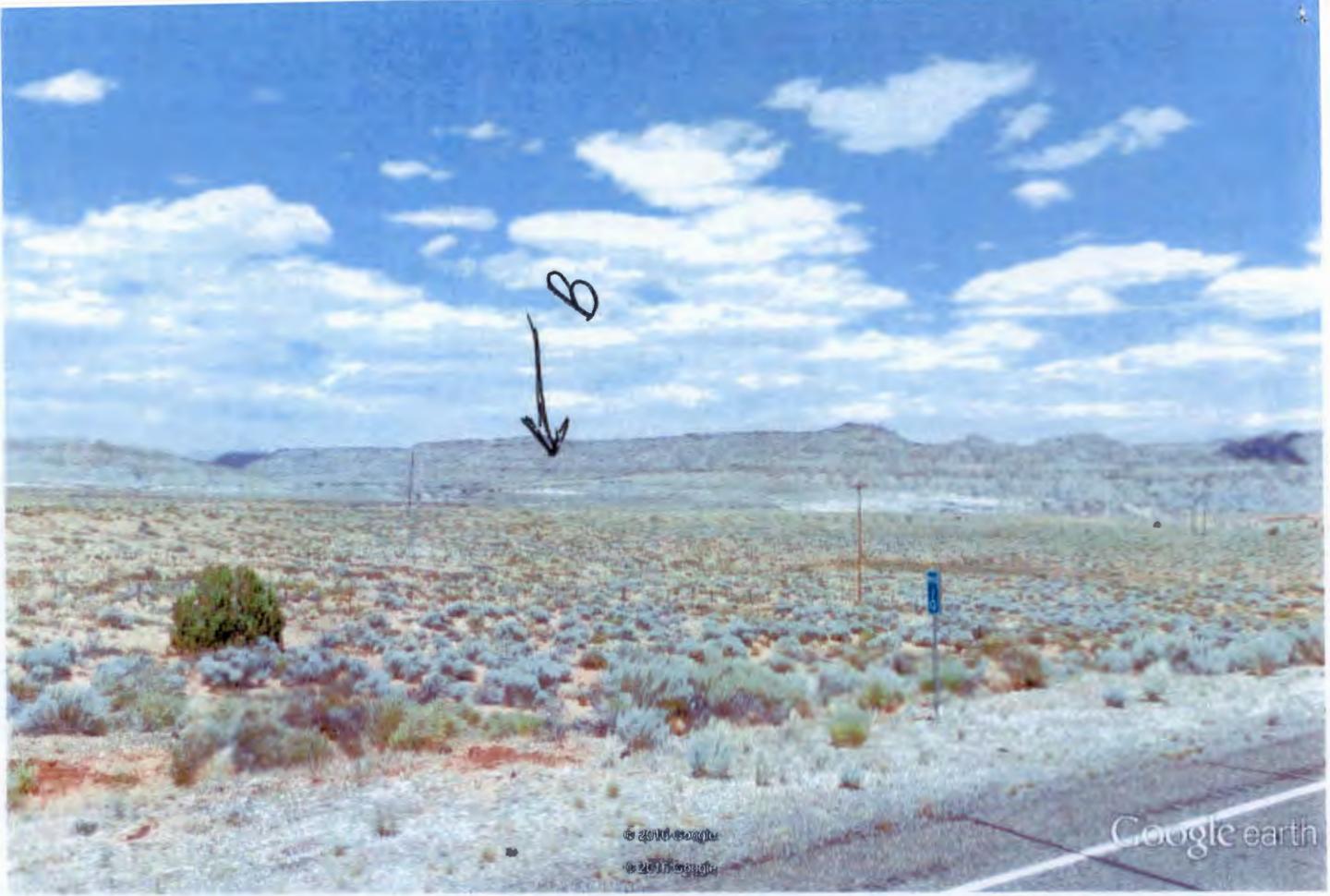
Google earth





Google earth





Google earth





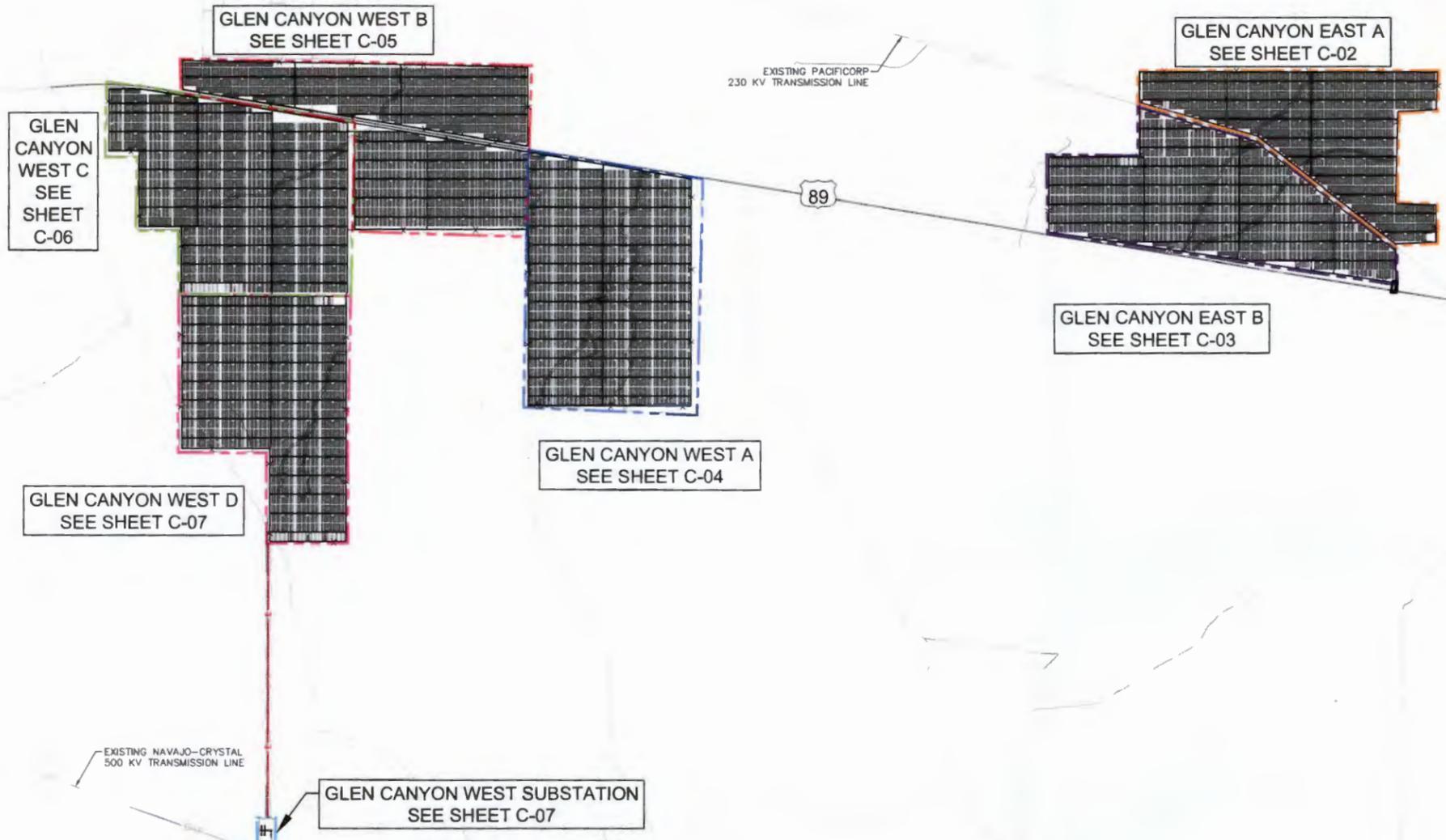
Google earth





Google earth



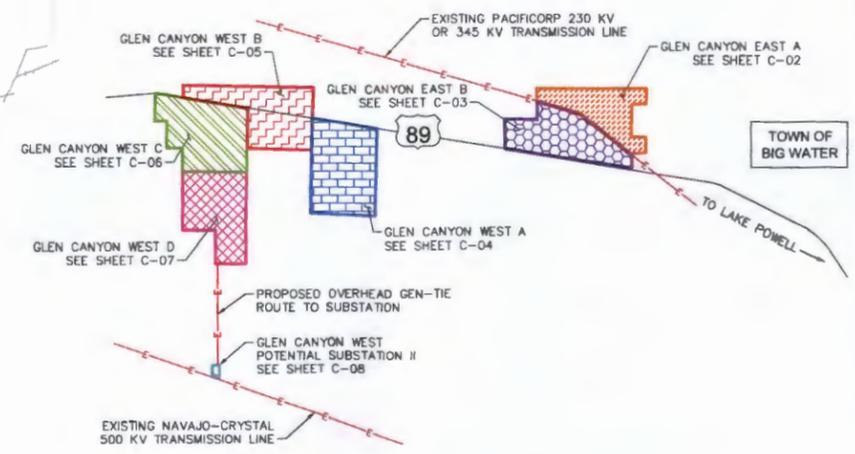


LEGEND

	GLEN CANYON EAST A BOUNDARY
	GLEN CANYON EAST B BOUNDARY
	GLEN CANYON WEST A BOUNDARY
	GLEN CANYON WEST B BOUNDARY
	GLEN CANYON WEST C BOUNDARY
	GLEN CANYON WEST D BOUNDARY
	PARCEL LINES
	EASEMENTS
	SETBACKS
	EXISTING ACCESS ROAD
	EXISTING ELECTRIC TRANSMISSION LINE
	INVERTER
	BATTERY STORAGE UNIT
	WEATHER STATION
	20' WIDE PROPOSED ACCESS ROAD, PER DETAIL 5, SHEET C-09
	PROPOSED FENCE, PER DETAIL 4, SHEET C-09
	PROPOSED GEN-TIE ROUTE

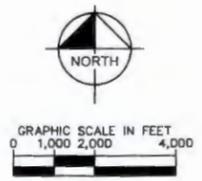
PROJECT INFORMATION

GLEN CANYON EAST A (100 MW) ABBREVIATION: G.C.E. A APPLICANT NAME: GLEN CANYON SOLAR, LLC ACRES: 570 ZONING/ LAND USE DESIGNATION - SCHOOL & INSTITUTION TRUST LANDS ADMINISTRATION (SITLA) FRONT SETBACK: 50' MIN. SIDE AND REAR SETBACK: 40' MIN. APN: NONE	GLEN CANYON WEST B (135 MW) ABBREVIATION: G.C.W. B APPLICANT NAME: GLEN CANYON SOLAR, LLC ACRES: 810 ZONING/ LAND USE DESIGNATION - SCHOOL & INSTITUTION TRUST LANDS ADMINISTRATION (SITLA) FRONT SETBACK: 50' MIN. SIDE AND REAR SETBACK: 40' MIN. APN: NONE
GLEN CANYON EAST B (130 MW) ABBREVIATION: G.C.E. B APPLICANT NAME: GLEN CANYON SOLAR, LLC ACRES: 740 ZONING/ LAND USE DESIGNATION - SCHOOL & INSTITUTION TRUST LANDS ADMINISTRATION (SITLA) FRONT SETBACK: 50' MIN. SIDE AND REAR SETBACK: 40' MIN. APN: NONE	GLEN CANYON WEST C (140 MW) ABBREVIATION: G.C.W. C APPLICANT NAME: GLEN CANYON SOLAR, LLC ACRES: 880 ZONING/ LAND USE DESIGNATION - SCHOOL & INSTITUTION TRUST LANDS ADMINISTRATION (SITLA) FRONT SETBACK: 50' MIN. SIDE AND REAR SETBACK: 40' MIN. APN: NONE
GLEN CANYON WEST A (150 MW) ABBREVIATION: G.C.W. A APPLICANT NAME: GLEN CANYON SOLAR, LLC ACRES: 920 ZONING/ LAND USE DESIGNATION - SCHOOL & INSTITUTION TRUST LANDS ADMINISTRATION (SITLA) FRONT SETBACK: 50' MIN. SIDE AND REAR SETBACK: 40' MIN. APN: NONE	GLEN CANYON WEST D (125 MW) ABBREVIATION: G.C.W. D APPLICANT NAME: GLEN CANYON SOLAR, LLC ACRES: 740 ZONING/ LAND USE DESIGNATION - SCHOOL & INSTITUTION TRUST LANDS ADMINISTRATION (SITLA) FRONT SETBACK: 50' MIN. SIDE AND REAR SETBACK: 40' MIN. APN: NONE

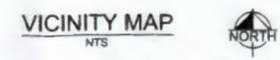


GENERAL NOTES

1. THE PROJECT IS NOT LOCATED WITHIN A MAPPED FLOODPLAIN ACCORDING TO KANE COUNTY GENERAL PLAN 2011 AND FEMA FLOOD HAZARD MAP, COMMUNITY-PANEL NOS 490083 0033 A, 0034 A, AND 0043 A.
2. INVERTERS AND BATTERY STORAGE SHALL BE ELEVATED AT LEAST 1' ABOVE THE 100-YR STORM WATER SURFACE ELEVATION.
3. INTERIOR ACCESS ROADS WILL BE 20' WIDE, COMPOSED OF NATIVE GROUND COMPACTED TO 90%, WITH A 45-FOOT TURNING RADIUS AT CENTERLINE. THE INNER RADIUS WILL BE 35' AND THE OUTER RADIUS WILL BE 55'. INTERIOR ACCESS ROADS WILL BE PROVIDED TO INVERTER/ELECTRICAL EQUIPMENT PADS AND AROUND THE PERIMETER OF THE PROJECT.
4. LAYOUT SHOWN IN SITE PLAN IS APPROXIMATE AND SUBJECT TO CHANGE IN FINAL DESIGN.
5. THE LAND FOR THE ENTIRE PROJECT HAS NOT YET BEEN ZONED BUT SHOWS A LAND USE STATUS OF "SCHOOL AND INSTITUTION TRUST LANDS" PER KANE COUNTY ZONING MAP APPROVED 06/13/2011.
6. PARKING AREAS HAVE BEEN ALLOCATED TO ACCOMMODATE APPROXIMATELY: 80 STALLS ON GLEN CANYON EAST, NORTH OF HIGHWAY 89 TO SUPPLY EAST SITES A AND B, 80 STALLS ON GLEN CANYON WEST, NORTH OF HIGHWAY 89 TO SUPPLY SITE WEST B; 100 STALLS ON GLEN CANYON WEST, SOUTH OF HIGHWAY 89 TO SUPPLY SITES A, B, C, AND D.



UTAH
ARIZONA



NOT FOR CONSTRUCTION
DATE: 7/25/16

KHA PROJECT 094817008	DATE 7/25/16	SCALE AS SHOWN	DESIGNED BY JWH/JHC	DRAWN BY JWH/JHC	CHECKED BY JWB
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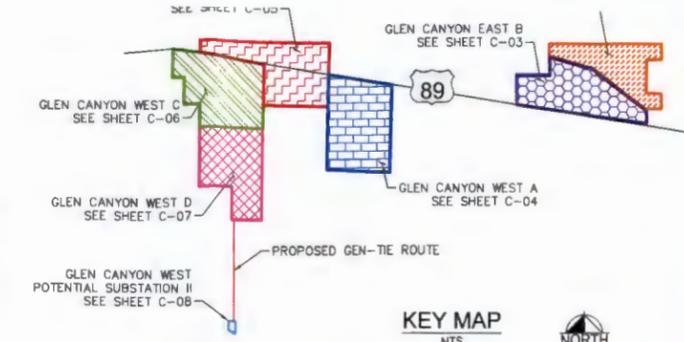
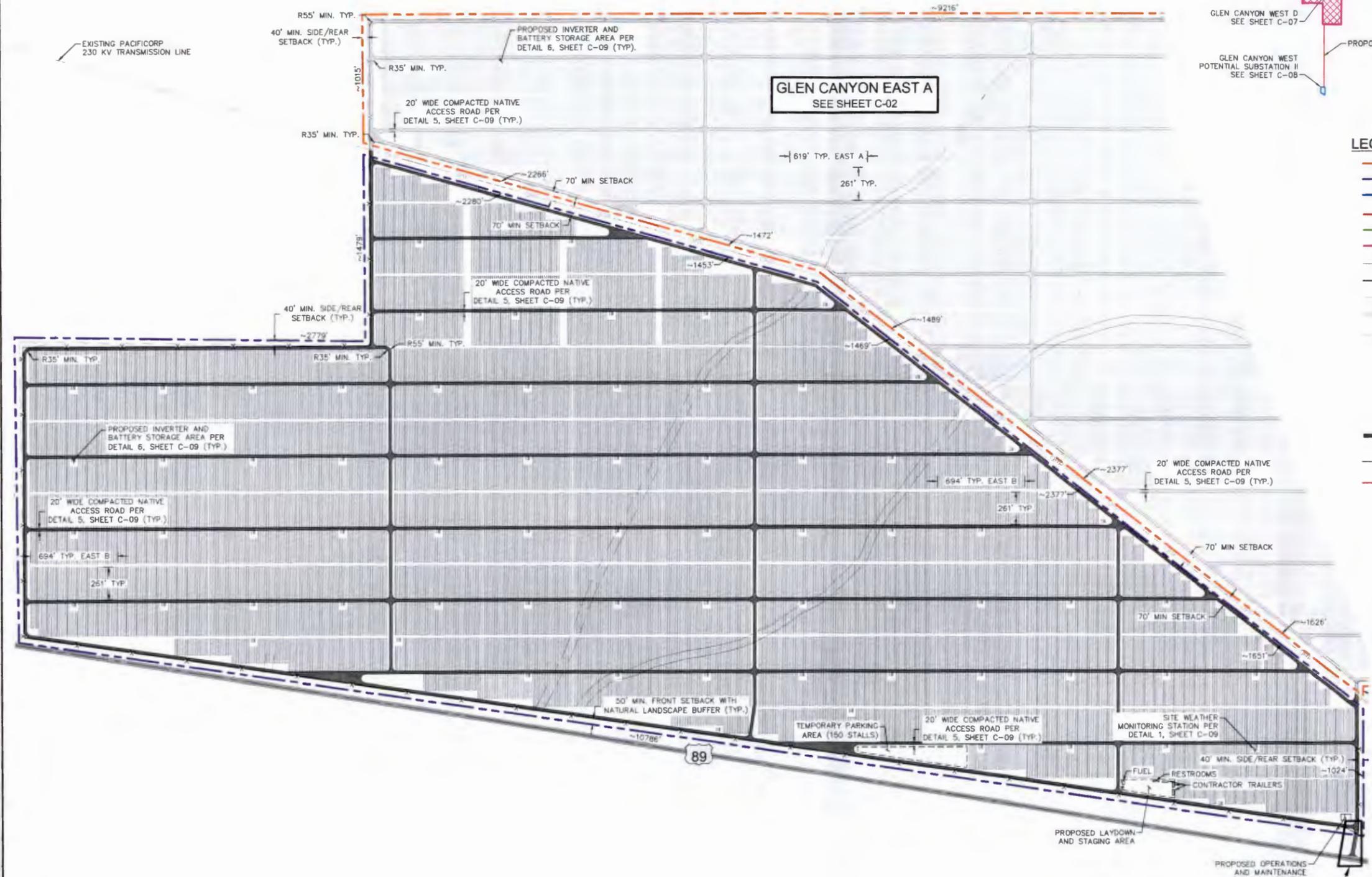
OVERALL SITE PLAN

GLEN CANYON SOLAR
KANE COUNTY, UTAH

SHEET NUMBER
C-01

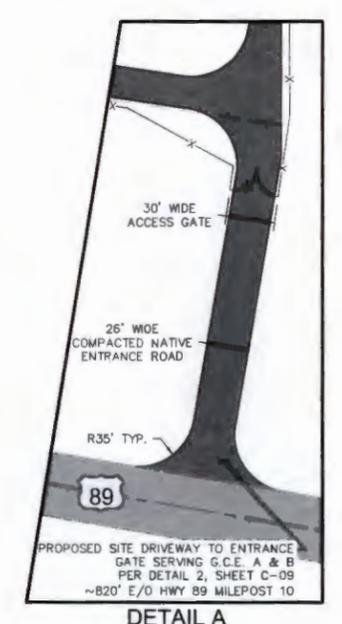
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Posted By: Chemoweth, Wilson, Sheet: No Layout, AR/LED: B July 19, 10pm OPA: L V\09491 glen canyon plansheets Canyon.dwg



LEGEND

	GLEN CANYON EAST A BOUNDARY
	GLEN CANYON EAST B BOUNDARY
	GLEN CANYON WEST A BOUNDARY
	GLEN CANYON WEST B BOUNDARY
	GLEN CANYON WEST C BOUNDARY
	GLEN CANYON WEST D BOUNDARY
	PARCEL LINES
	EASEMENTS
	SETBACKS
	EXISTING ACCESS ROAD
	EXISTING ELECTRIC TRANSMISSION LINE
	INVERTER
	BATTERY STORAGE UNIT
	WEATHER STATION
	20' WIDE PROPOSED ACCESS ROAD, PER DETAIL 5, SHEET C-09
	PROPOSED FENCE, PER DETAIL 4, SHEET C-09
	PROPOSED GEN-TIE ROUTE

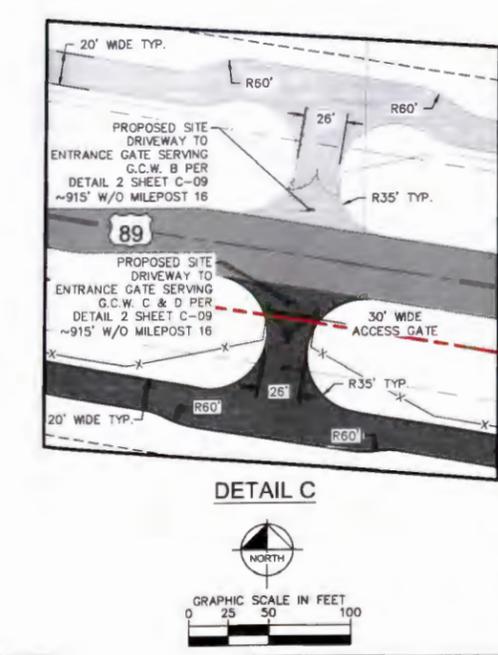
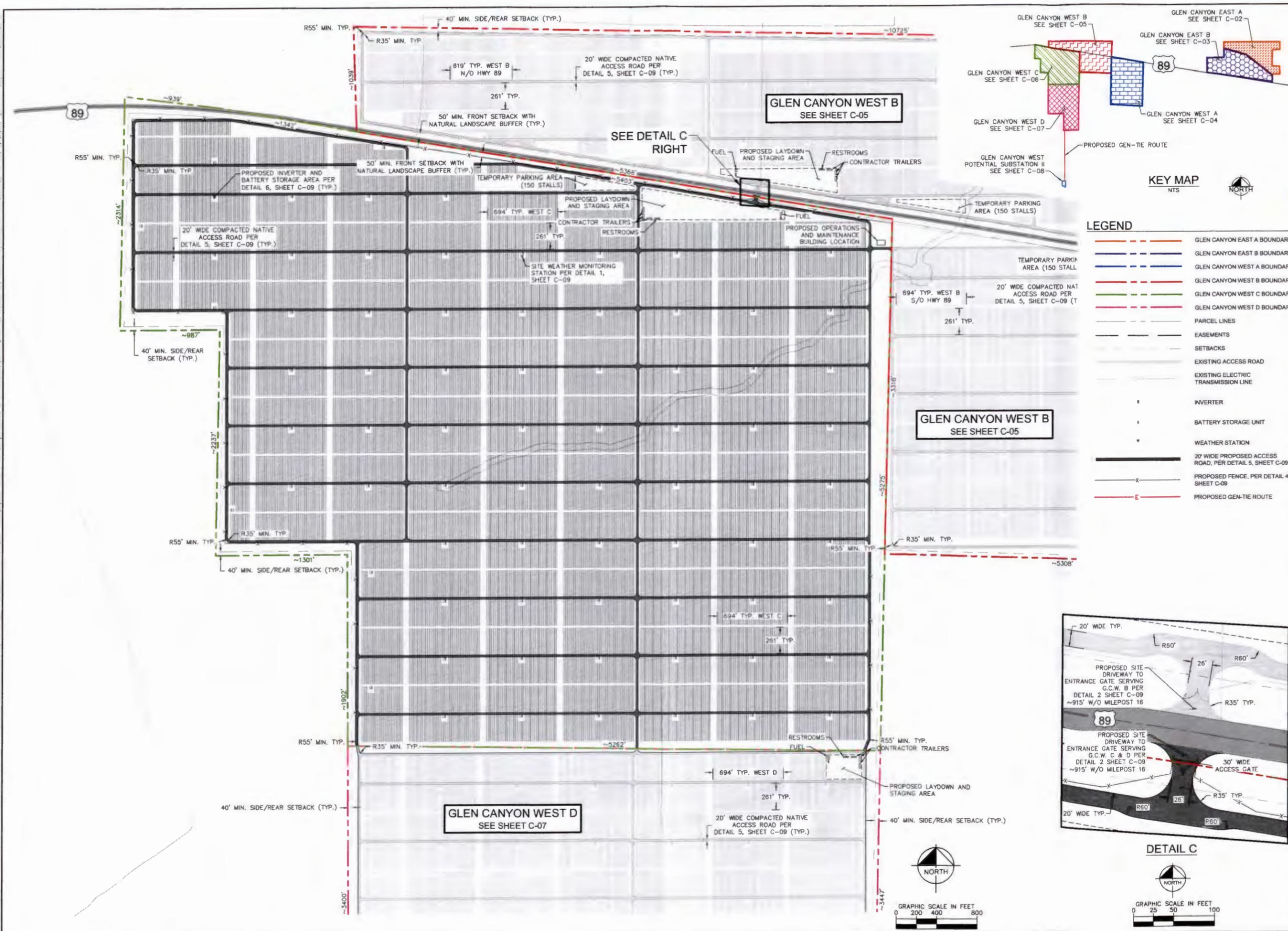


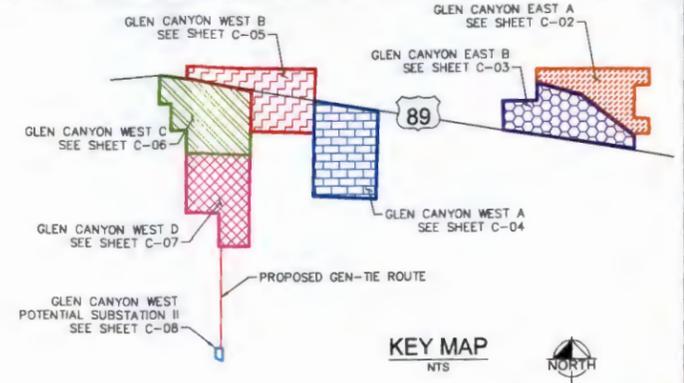
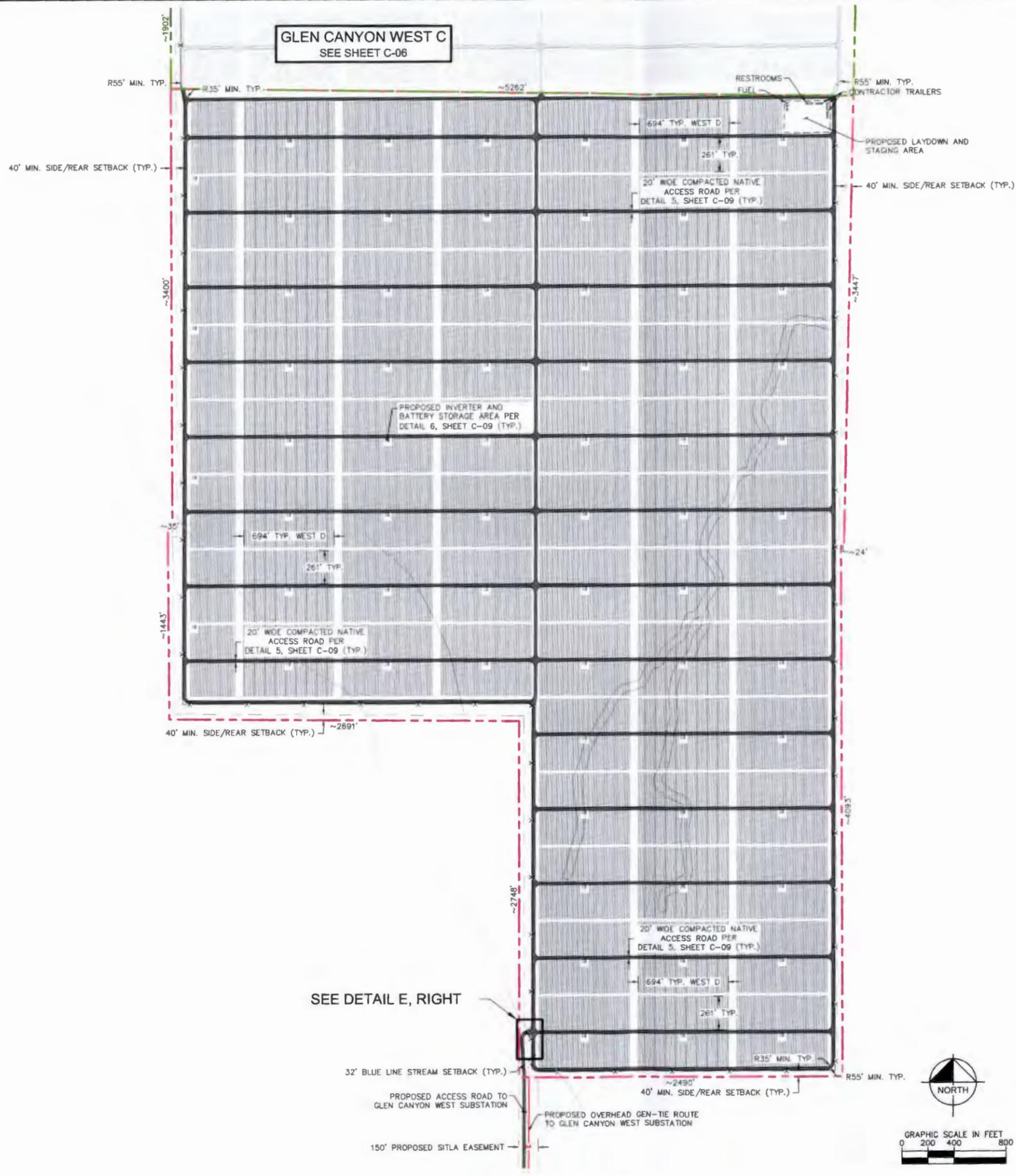
5000 EAST SPRING ST.
SUITE 130
LONG BEACH, CA 90815

© 2015 KIMLEY HORN AND ASSOCIATES, INC.
765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92668
PHONE: 714-939-1030 FAX: 714-938-9488
WWW.KIMLEY-HORN.COM

<p>NOT FOR CONSTRUCTION</p>	<p>DATE: 7/25/16</p>
<p>ENLARGED GLEN CANYON EAST B 130 MW AC</p>	<p>DESIGNED BY: JMW/NHC DRAWN BY: JMW/NHC CHECKED BY: JBC</p>
<p>GLEN CANYON SOLAR</p> <p>KANE COUNTY, UTAH</p>	<p>SHEET NUMBER C-03</p>

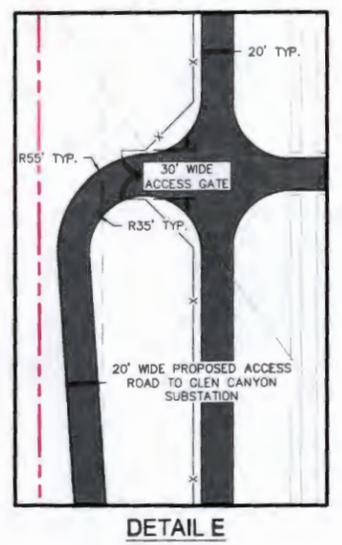
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 V:\GLEN\GLEN\094817008
 Sheet: P:\Layout C-04 ENLARGED West July 25, 2016 04:40:55pm





LEGEND

	GLEN CANYON EAST A BOUNDARY
	GLEN CANYON EAST B BOUNDARY
	GLEN CANYON WEST A BOUNDARY
	GLEN CANYON WEST B BOUNDARY
	GLEN CANYON WEST C BOUNDARY
	GLEN CANYON WEST D BOUNDARY
	PARCEL LINES
	EASEMENTS
	SETBACKS
	EXISTING ACCESS ROAD
	EXISTING ELECTRIC TRANSMISSION LINE
	INVERTER
	BATTERY STORAGE UNIT
	WEATHER STATION
	20' WIDE PROPOSED ACCESS ROAD, PER DETAIL 5, SHEET C-09
	PROPOSED FENCE, PER DETAIL 4, SHEET C-09
	PROPOSED GEN-TIE ROUTE



S POWER
SUSTAINABLE POWER GROUP
5000 EAST SPRING ST.
SUITE 130
LONG BEACH, CA 90815

Kimley-Horn
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765 THE CITY DRIVE, SUITE 200, ORANGE, CA 92668
PHONE: 714-939-1030 FAX: 714-939-9488
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NOT FOR CONSTRUCTION
DATE: 7/25/16

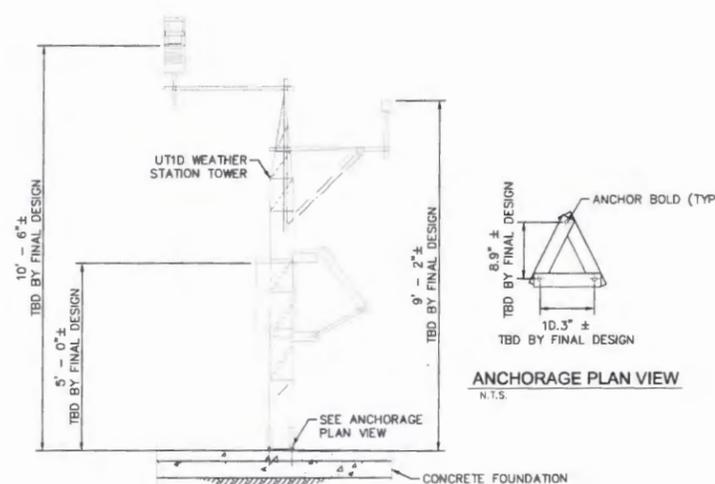
KHA PROJECT: 09481700B
DATE: 7/25/16
SCALE: AS SHOWN
DESIGNED BY: JWH/WHC
DRAWN BY: JWH/WHC
CHECKED BY: JWH

ENLARGED GLEN CANYON WEST D 125 MW AC

GLEN CANYON SOLAR
KANE COUNTY, UTAH

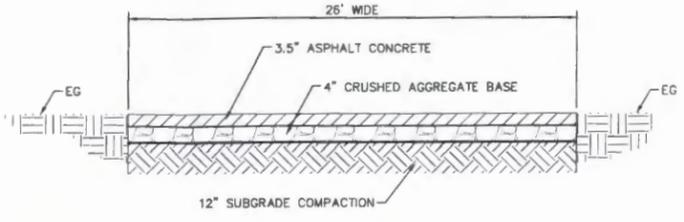
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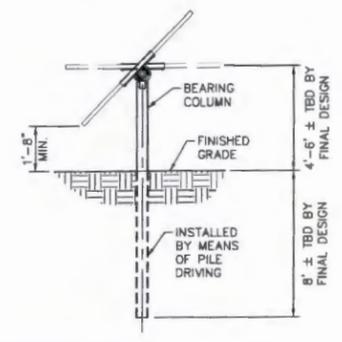
WEATHER STATION
N.T.S.

1



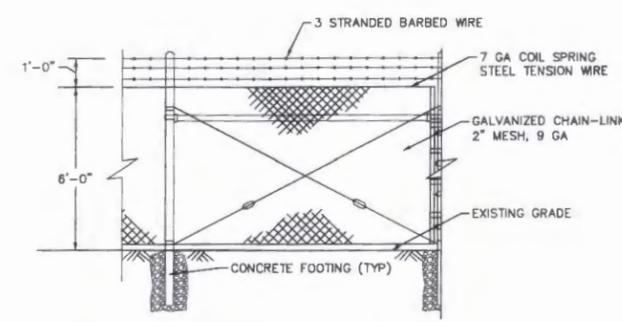
26' WIDE DRIVEWAY TYP SECTION
N.T.S.

2



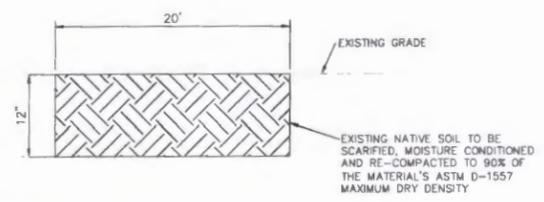
TRACKER RACK AND FOUNDATION DETAIL
N.T.S.

3



CHAIN LINK SECURITY FENCE
N.T.S.

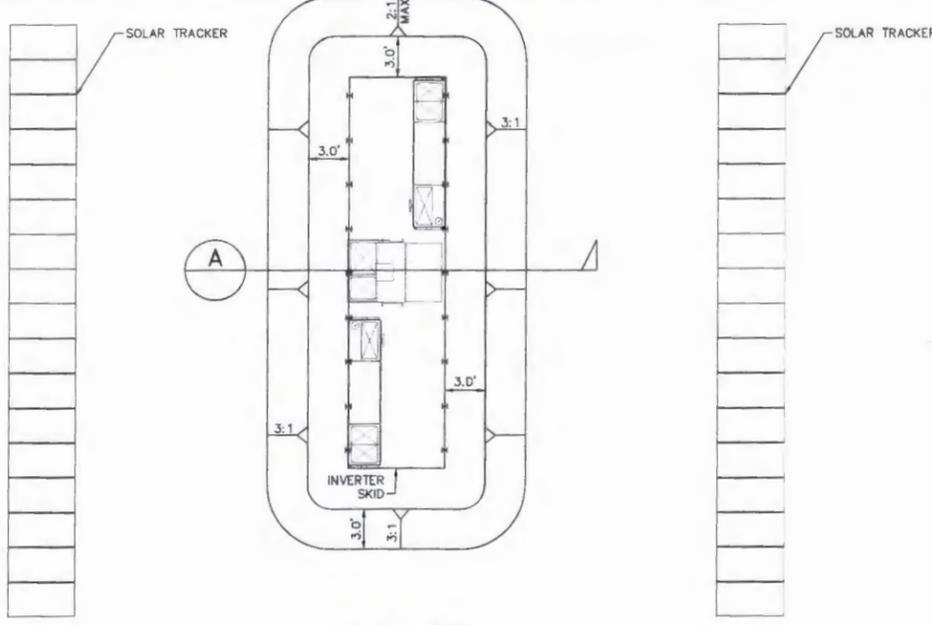
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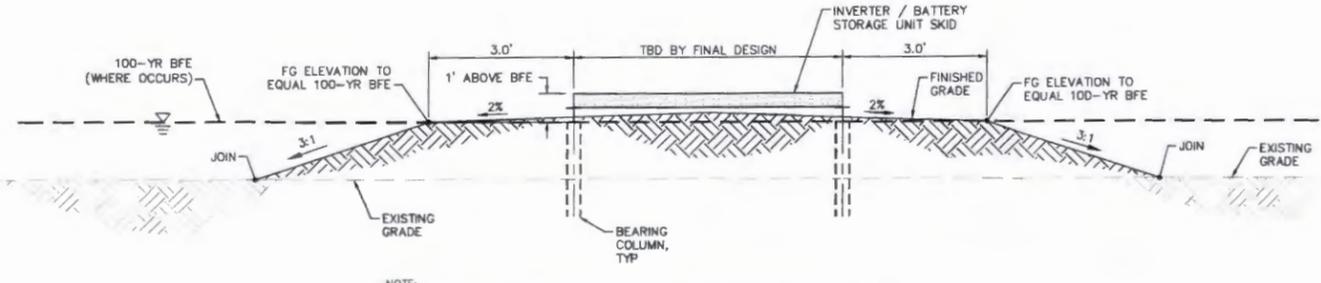
- NOTES:**
1. REMOVE ALL GRASSES AND ORGANICS WITHIN ACCESS ROAD AREA.
 2. SCARIFY, MOISTURE CONDITION, AND RE-COMPACT EXISTING NATIVE SOILS (THICKNESS PER DETAIL) TO 90% OF THE MATERIAL'S ASTM D-1557 MAXIMUM DRY DENSITY.
 3. COMPACTION SHALL BE VERIFIED BY TESTING BY THE GEOTECHNICAL CONSULTANT.

TYPICAL SITE ACCESS ROAD - 90% COMPACTED NATIVE EARTH ROADWAY SECTION
N.T.S.

5



INVERTER / BATTERY STORAGE UNIT SKID ENLARGED GRADING DETAIL WITHIN FLOODPLAIN
N.T.S.



- NOTE:**
1. FOUNDATION TO BE EITHER CONCRETE PAD OR STEEL SKID, TBD DURING FINAL DESIGN

SKID SECTION "A"

6

Plotted By: Chenoweth, William; Sheet: 'S&I.kha' (layout) (09 DETAILS); Date: 7/25/2016 04:41:46pm; P:\GLEN_CANYON\094817008 - glen_canyon_solar\c-09\094817008.dwg