

March 20, 2020

Trish Chavis, County Planner  
Natrona County Development Department  
200 N. Center Street, Suite 202  
Casper, Wyoming 82601



RE: Dinosolar Conditional Use Permit Application

Dear Ms. Chavis,

Dinosolar, LLC is pleased to submit the attached conditional use permit application for its proposed solar energy project located west of the Town of Bar Nunn in Natrona County, Wyoming. As described in detail in the permit application, the Dinosolar Project ("Project") is a 240-megawatt utility-scale solar photovoltaic power generation facility that would interconnect with the Rocky Mountain Power transmission system at the Bar Nunn and Casper North Substations.

We look forward to partnering with you and the local community to develop this Project. We believe it will bring tangible value to Natrona County, diversify the local tax base, and promote Natrona County as a model for the collaborative development of all variety of energy production. As is set forth in detail in the attached application, this Project's benefits are both short and long-term, both social and economic, and come at no cost to Natrona County residents. In addition to the millions of dollars to Natrona County and local municipalities, this Project will simultaneously generate the renewable energy that the market is now demanding.

We also want to emphasize our commitment to working with those in the community who are interested in this Project. In our experience, an essential component to the successful development of projects such as this - especially those new to a community - is that to the degree possible, the developers be communicative and proactive. Educating our neighbors about this Project, its impacts and benefits, and the growing market for renewable power generation has proven to be the best practice. The need for openness and seeking comment is why, for example, we hosted an Open House in Bar Nunn on February 25, 2020. We look forward to continuing these efforts, hearing your comments and suggestions, and working with you to a successful conclusion.

We appreciate your time spent reviewing the enclosed application materials and are happy to answer any questions that arise as you become more familiar with our Project.

Sincerely,

A handwritten signature in blue ink that reads "Christine W. Mikell". The signature is written in a cursive, flowing style.

Christine W. Mikell  
Manager



# Preliminary Conditional Use Permit Application

## Dinosolar Solar Project

Natrona County, WY 82646

**Prepared for:**

Dinosolar, LLC

PO Box 71810

Cottonwood Heights, UT 84171

**Prepared by:**

Martin & Nicholson Environmental Consultants, LLC

935 Williamstown Ct.

Park City, UT 84098

July 10, 2019

## CONDITIONAL USE PERMIT APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out.)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming, for a Conditional Use Permit, as provided in Chapter 11, 2000 Natrona Zoning Resolution.

Applicant's Name:

Applicant's Address:

Applicant's Phone:

Owner's Name:

Owner's Address:

Owner's Phone:

Explain why you are requesting this conditional use permit and detail the proposed use:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range.):

Current zoning of property:

Type of sewage disposal:       Public       Septic       Holding Tank       Other

Source of water:

This property was purchased from:

The date this property was purchased:

**On separate sheets of paper, please respond to the following questions and provide explanations for your answers:**

- \* **Will granting the conditional use permit contribute to an overburdening of County Services?**
- \* **Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?**
- \* **Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?**
- \* **Will granting the conditional use permit detrimentally affect the public health, safety and welfare?**

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel any State or local laws. All information within, attached to or submitted with this application shall become part of the public record. **I (We) further understand that all application fees are non-refundable.** By signing the application I am (We are) granting the Development Department access to our property for inspections.

Applicant: Christine Milcell  
(Signature)

Date: 3-18-2020

Print Applicant Name: Christine Milcell

Owner: ~~Kim L. Forgey~~ North Forgey Ranch Date: 3-6-2020  
(Signature)

Print Owner Name: Kim L. Forgey

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel any State or local laws. All information within, attached to or submitted with this application shall become part of the public record. **I (We) further understand that all application fees are non-refundable.** By signing the application I am (We are) granting the Development Department access to our property for inspections.

Applicant: Christine Mikel  
(Signature)

Date: 3-18-2020

Print Applicant Name: Christine Mikel

Owner: Glenna O. Feland  
(Signature)

Date: 3-6-2020

Print Owner Name: GLENN O. FELAND

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## 1.0 Request for a Conditional Use Permit

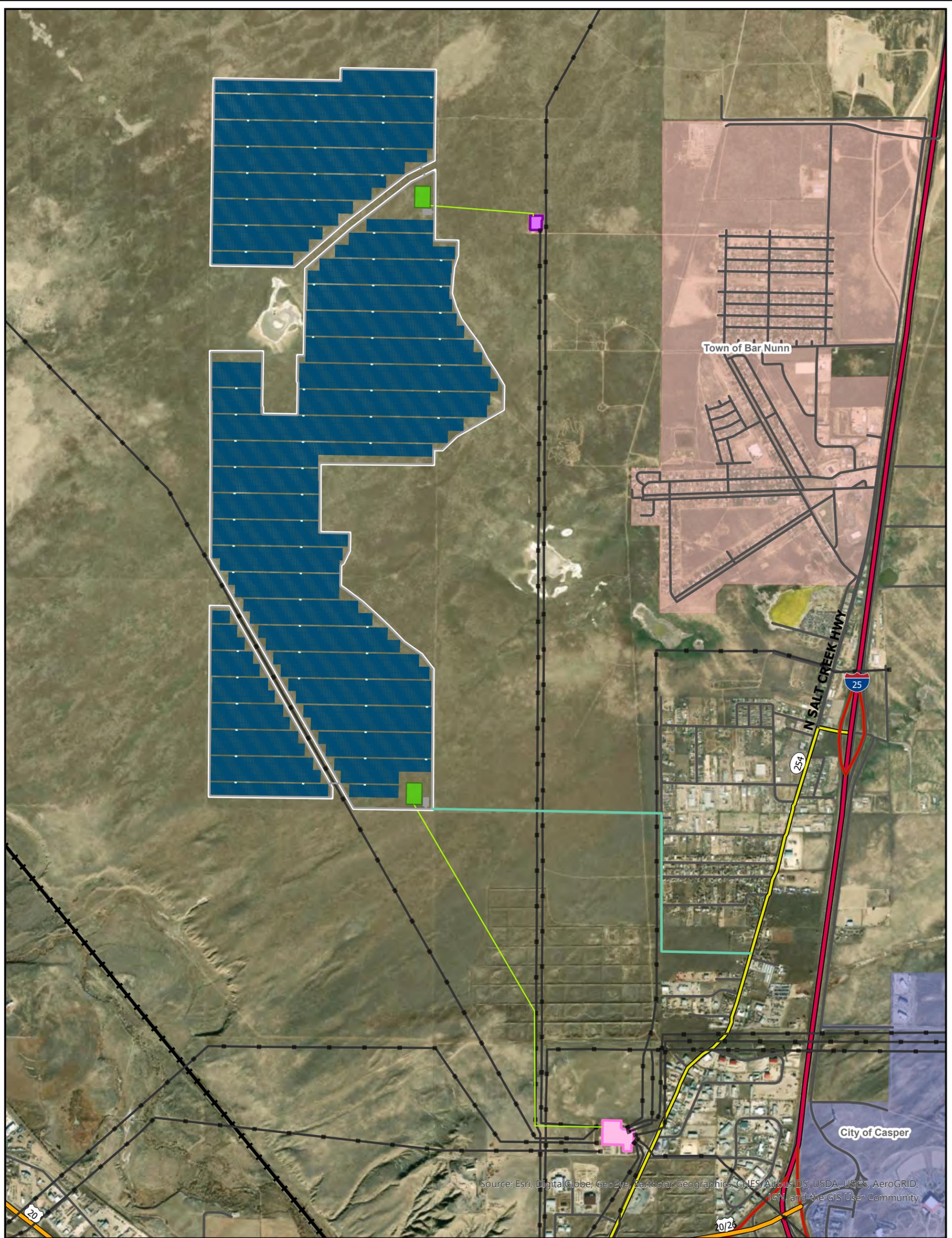
Dinosolar, LLC (hereafter “Applicant”)<sup>1</sup>, the owner-operator of the proposed Dinosolar Project, is seeking a Conditional Use Permit (CUP) for the development and operation of a 240-megawatt (MW) commercial, utility-scale solar photovoltaic power generation facility as illustrated in Figure 1, below, and the attached site plan (Appendix A). As per the Natrona County Zoning Resolution, updated on April 4, 2017, utility installations may be approved by a Conditional Use Permit. The preceding CUP application form includes landowner signatures, as required, and signed memoranda of ground lease agreements with all surface property owners are provided in Appendix B of this document. Section 2.0, below, responds to specific guidelines for review listed on Natrona County’s CUP application form as well as the application requirements listed in Section g.2. of Natrona County’s Utility Scale Solar System Regulations (Regulations). Similarly, Sections 3.0 through 15.0 of this document correspond to sections 3 through 15 of the application requirements listed under item g in the Regulations. Refer to Table 1 for a cross-referencing of CUP application requirements and the contents of this document.

**Table 1. Locations of Planning Document Compliance in This Application**

Planning Document	Topic(s)	Section and or Appendix in this Document
<b>Natrona County Zoning Resolution (Updated April 4, 2017)</b>		
Chapter IV Section 6 Conditional Use Definition	Ensure proposed use meets intent of conditional use sections of each zoning district	Section 1.0
Chapter VI Section 13. Airport Overlay District	Boundaries of overlay district, airport and airplane safety, and glare	Section 12.0 and Appendix H
Chapter VII Section 3. Fences, Walls, Hedges and Screening	Location, height, materials, and maintenance	Section 2.0, Section 4, and Section 10.0
Chapter VII Section 5. Access Drives	Driveway specifications	Section 13, Section 14.0, and Appendix I
Chapter VII Section 6. Erosion Control and Land Reclamation	Erosion mitigation, drainage, and issuance of Conditional Use Permit	Section 2.0, Section 7.0, Section 9.0, and Appendix D
Chapter VII Section 9. Traffic Standards	Congestion and safety	Section 2.0, Section 13.0, Section 14.0, and Appendix I
Chapter VII Section 19. Storm Water Management Program	Program Components and WYPDES Permit Information	Appendix D
Chapter XI Section 2. Variances	Application for and conditions of Variances	Appendix K
Chapter XI Section 2. Conditional Use Permits	Purpose of a CUP and project requirements for granting a CUP	Section 2.0
<b>Natrona County Utility Scale Solar System Regulations (Adopted January 7, 2020)</b>		
b. Design Standards	Fencing, codes, specifications, greater sage grouse, and wildlife	Section 2.0, Section 4.0, and Section 10.0

<sup>1</sup> “Dinosolar LLC” refers to four different limited liability companies, each in good standing with the State of Wyoming. The separate entities have been created by the Applicant to manage four distinct interconnection agreements for the Project.

<b>Planning Document</b>	<b>Topic(s)</b>	<b>Section and or Appendix in this Document</b>
c. Site Management	Water quality, erosion, dust, noxious weeds, and disturbance	Section 7.0, Section 9.0, and Appendix D (water quality, erosion, dust, and disturbance);
d. Visual Appearance	Screening, glare, and lighting	Section 2.0, Section 11.0, Section 12.0, and Appendix H
e. Setbacks	Distance specifications	See site plan in Appendix A and variance application in Appendix K
f. Decommissioning	Timing, planning document, and financial assurance	Section 2.0 and Section 9.0
g.1 Property owner signatures	Property owner confirmation	See CUP application form
g.2 General scope	Relevant information regarding the Project	Section 2.0
g.3 Public utility information	Project owner and operator	Section 2.0 and Section 3.0
g.4 Project summary	Project description	Section 4.0
g.5 Social and economic report	Estimated effects on Natrona County economy	Section 5.0 and Appendix C
g.6 Drawings	Maps and other designs illustrating project area conditions and project specifications	Section 6.0 and Appendix A
g.7 Drainage, erosion, dust control, grading, and vegetation removal plan	Overview of site disturbance and associated mitigation	Section 7.0 and Appendix D
g.8 Waste management plan	Proposed waste generation and disposal program	Section 8.0 and Appendix E
g.9 Reclamation and decommissioning plan	Plan for site reclamation after end of useful life of Project	Section 9.0
g.10 Environmental analysis	Environmental regulation compliance	Section 10.0 and Appendix F
g.11 Visual Impacts, Appearance, and scenic viewsheds	Potential visual impacts from Project components	Section 11.0 and Appendix G
g.12 Solar hazard glare analysis	Assessment of potential glare and proposed mitigation	Section 12.0 and Appendix H
g.13 Traffic study	Assessment of current, construction, and operation traffic levels	Section 13 and Appendix I
g.14 Transportation plan for construction and operation	Travel plan for vehicles during construction and operation and proposed improvements	Section 14 and Appendix I
g.15 Notice of mineral rights	Notification to relevant parties of mineral rights on or under the Project	Section 15.0 and Appendix J




# Dinosolar Project

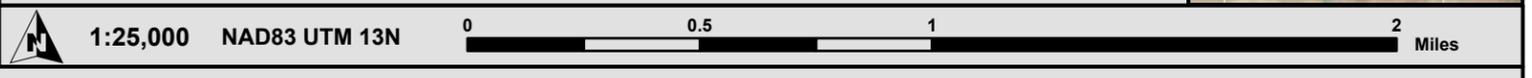
## Project Layout

Natrona County, Wyoming  
March 20, 2020

— Project Fenceline	— Construction Access	— Town of Bar Nunn
— Solar Modules	— Existing Transmission Lines	— Railroad
— Inverter Skids	■ Barr Nunn Substation	— Interstate
— Project Access Roads	■ Casper North Substation	— RAMP
■ Project Substation		— US Highway
— Project Transmission Line		— State Highway
		— County Road
		— Local Roads

**Municipal Boundaries**

- City of Casper



## 2.0 General Scope and Guidelines for Review

### 2.1 Project Description

Dinosolar (the “Project”) is a 240-MW facility comprised of an 80-megawatt (MW) commercial solar photovoltaic (PV) power generation facility (hereafter, “southern array”) interconnecting at Rocky Mountain Power’s 230-kilovolt (kV) Casper North Substation and a 160-MW solar PV facility (hereafter, “northern array”) interconnecting at the 115 kV Bar Nunn substation. The combined 240-MW project is located on a portion of 3,591 acres of leased private land (the “Project Area”) approximately 1.5 miles north of Mills and 0.5 miles west of Bar Nunn in Natrona County, Wyoming (Figure 1). The area within the fence lines of the two arrays is expected to be approximately 1,710 acres. The Project’s solar panels will be connected to each other and to the two on-site Project substations via a 34.5 kilowatt (kW) underground collector line system. The northern array will include an approximately 0.45-mile long transmission line, known as a gen-tie line, from the northern Project Substation to its point of interconnection at the Bar Nunn Substation. The southern array will include an approximately 1.8-mile long gen-tie line to its point of interconnection at the Casper North Substation. Refer to Section 4.0, below, for additional information about the proposed Project in accordance with Section g.4 of the Regulations.

The Project’s annual output will be capable of powering the equivalent of approximately 51,700 Wyoming homes. The Project will generate tax revenue to support local services like schools, roads, police, fire protection and other essential government services. Hundreds of skilled individuals will be involved in the construction of Dinosolar and local labor and materials will be used to the extent possible. Please refer to Section 5 and Appendix C for more detailed information on the Project’s economic benefits.

The Applicant is currently in discussions with potential off-takers regarding power purchase agreements (PPAs) for the Project. Approval of this CUP will facilitate the acquisition of one or more PPAs for the Project from a public utility such as Rocky Mountain Power and/or private market interests (e.g., manufacturing facilities, distribution centers, data centers) wishing to power their existing or future facilities with renewable energy. Refer to Section 3.0, below, for additional information regarding public utilities.

### 2.2 Project Timeline

The Applicant is in the process of completing a preliminary geotechnical investigation, which is on target to have completed in April 2020 and intends to complete survey work in the near future. If the Project is permitted, access road construction and grading will be initiated in September 2022. Components of the electrical system and solar array, e.g., collection system, substation construction, and module installation will occur over a period of approximately 15 months from September 2022 through November 2023. Commissioning is scheduled for late 2023 with commercial operations beginning in December 2023. Project lifetime is expected to be 35 years, thus extending through December 2058. A preliminary construction schedule is provided in Table 2. All required construction permits will be obtained prior to the initiation of construction.

**Table 2. Dinosolar Project Preliminary Construction Schedule**

<b>Task</b>	<b>Start</b>	<b>Finish</b>
<b>Civil Construction</b>	<b>September 2022</b>	<b>December 2022</b>
Road Construction	September 2022	December 2022
Grading	September 2022	November 2022
<b>Electrical Construction</b>	<b>October 2022</b>	<b>September 2023</b>
Collection System Construction	October 2022	February 2023
Collector Substation Construction	June 2023	September 2023
<b>Solar Array Construction</b>	<b>October 2022</b>	<b>November 2023</b>
Foundation Installation	October 2022	August 2023
Module Delivery	November 2022	September 2023
Module Installation	November 2022	September 2023
Commissioning	October 2023	November 2023
<b>Commercial Operation</b>	<b>December 2023</b>	-

## 2.3 Guidelines for Review, Applicable Code Provisions, and Standards of Approval

### 2.3.1 Guidelines for Review

The following sections respond to the guidelines for review outlined in the Natrona County Development Department’s CUP Application Form.

#### *2.3.1.1 Granting the conditional use permit will not contribute to an overburdening of County Services*

The Applicant believes that the Project will be an asset to the community without overburdening Natrona County services. A general assessment of Project-related impacts to County Services is provided below.

#### **Water, Sewer, and Solid Waste Services**

Solid waste generated during construction will be recycled where commercially feasible or stored in closed dumpsters. Portable toilets would be available on-site during construction. A third-party contractor will empty dumpsters and portable toilets on a periodic basis.

Water required for construction (e.g., dust control) will be procured from an existing, permitted source. There are existing water sources located near the Project in Bar Nunn that could be used during Project

construction. The Applicant is collaborating with Mark Pepper of Wyoming Association of Rural Water Systems to explore various water permit avenues such as water sales with the Wardwell Water and Sewer Special District to obtain the necessary water permits to allow Dinosolar LLC to fill water trucks for the purpose of dust suppression and panel washing for the solar project or obtaining change of use permits for existing water rights aligned with the project property for similar use. Typically, solar panel supports are steel piles driven into the ground that do not require concrete. Concrete requirements for the Project are therefore expected to be minor and largely met by a local ready-mix contractor, further reducing the need for an on-site water source.

Following the start of commercial operations in December 2023, the Project will be staffed by two or three full-time operations and maintenance (O&M) personnel. There will be no O&M building located on site. Thus, during the operations phase of the Project, there will be no need for on-site potable water, sewer, and solid waste removal. Instead, it is anticipated that O&M staff will work out of an existing, available space located just east of the facility in Bar Nunn or Hartrandt, which will also provide space for warehousing of O&M equipment and spare parts.

### ***Public Safety Services***

The Project is located with the jurisdictional boundaries of the Natrona Fire Protection District and Natrona County Sheriff. To ensure compliance with the Wyoming Department of Fire Prevention and Electrical Safety, the Applicant met with a local fire official to discuss appropriate fire protection measures and technology. As part of the site design there will be adequate spacing between banks of solar panels and fencing to accommodate maintenance vehicles and firefighting equipment. The facility will maintain the following fire protection measures:

- Proper storage of flammable and hazardous material during construction and operation of the facility.
- A 20-foot wide, perimeter fire access road to provide a defensible space around the facility.
- At least 12-foot wide internal access roads, spaced 600 feet apart (i.e., a 300-foot hose pull distance to all site features) and passable by the anticipated fire engines that would be responding to the facility.
- Site roads designed as looped access throughout the Project.
- A 12-foot wide buffer area devoid of vegetation (either treated with placement of rock material or provided with ongoing maintenance to prevent vegetation growth) established outside the perimeter fence.
- Herbaceous vegetation maintained at low levels around panels and the perimeter fences.
- Site completely fenced with chain-link and barbed-wire fencing material.
- Gravel base with no vegetation in the substation and equipment laydown areas.
- Multiple 26-foot wide chain-link and barbed-wire gates with fire-accessible padlocks, located at regular intervals around the perimeter of the project.
- Regular inspections of electrical equipment.
- First responders able to put the trackers in the horizontal stow “safe” position by flipping a switch/switches to allow for the greatest clearance from ground level to the tracker assembly. Back-up power to be provided to ensure this feature works when needed.
- First responders able to de-energize the entire project site.
- Portable carbon dioxide (CO<sub>2</sub>) fire extinguishers provided at all inverters and medium-voltage transformer units.

- Consistent and clear labeling and warning placards provided on all electrical equipment.
- Contact information provided for reliably available key personnel who can assist responding firefighters with technical aspects of the Project.

With the above design features, the Project would not adversely affect the local public safety authorities or the Natrona County Sheriff's operations, nor detract from their ability to provide protection services to the surrounding community. Consequently, no adverse impacts to public safety are anticipated.

### *2.3.1.2 Granting the conditional use permit will not cause undue traffic, parking, population density or environmental problems.*

#### ***Traffic and Parking***

The lifecycle of the proposed Project consists of three phases: (1) construction, (2) operations and maintenance, and (3) decommissioning and reclamation. Traffic levels will vary considerably within and across each of these phases. Peak project-related traffic would occur during construction when construction workers would be commuting to/from the site and solar modules, steel racking materials, inverters, substation components, fencing, and other project materials will be delivered. Refer to Sections 13 and 14 and Appendix I for detailed information on Project-related traffic including a traffic study and transportation plan for construction and operation phases of the Project. Pre-construction improvements to county roads and post-construction road repairs will be addressed, if and as needed, through a county road use agreement. The road use agreement would be negotiated with to Natrona County following approval of the Project's CUP.

During construction there will be an increase in traffic from workers traveling to the project area. Parking will be provided on a gravel pad adjacent to each of the Project Substations and a 10-acre construction equipment and materials staging area will be located within the Project Area that could be used for additional parking if and as required during construction. It is expected that heavy equipment and other machinery would be stored onsite so that they do not interfere with daily travel patterns. During operation and maintenance phases, two or three workers would make daily visits to the facility. At the point in time when the solar energy facility is no longer generating electricity, the entire facility would be decommissioned and removed. Solar facilities are typically dismantled, and the materials reused and recycled or sold as scrap. Project decommissioning and reclamation would necessitate a short period of increased vehicle traffic to and from the project area. Overall existing traffic volumes on area roads would remain low.

#### ***Population Density***

There is no residential component to the Project and few long-term operations staff. Thus, significant Project-related changes to population density are not anticipated. During Project construction, there would be a temporary increase in workers from outside the community. Relative to the population of the Casper urban area and the availability of temporary lodging, this increase would be minimal. Refer to Section 5.0 and Appendix C for detailed information on the social and economic impacts of the Project.

#### ***Environmental Compliance***

Environmental impacts can be measured in terms of the loss or degradation of natural resources. In 2016, the Applicant drafted a critical issue analysis (CIA) to identify potential impacts to the

environment from solar development in the project area. The CIA inventoried the following environmental resources within the project area:

1. Wetlands and other jurisdictional waters,
2. Vegetation communities
3. Special status plant species
4. Threatened and endangered wildlife
5. Wildlife species of concern
6. Critical or another important habitat
7. Bald and Golden Eagles
8. Cultural resources
9. Geologic hazards
10. Mineral and petroleum resources
11. Soils

The National Wetland Inventory identifies some potential jurisdictional wetlands within the Project area. These areas make up 0.53% of the project area and will be avoided. The critical issues analysis did not identify any known special status plant species within the project area (See Section 10.2).

Although the project area provides general wildlife habitat, there are no big game crucial ranges in the Project area nor any designated critical or unique wildlife habitats on the site that will be impacted by project construction and operation (See Section 10.2).

Certus Environmental Solutions conducted a Class I archival records search for the Project Area in March 2020. The records review indicated that no cultural resources surveys have been conducted in the area. The only historical records available for the site are those associated with historic General Land Office (GLO) maps and aerial photographs. These sources identified a gravel pit, what appeared to be a cultivated area, and a few dirt roads historically present within the area. The cultivated area appeared to be active in a 1947 aerial photograph but was apparently abandoned by the time of a 1954 aerial photo. In current aerial imagery of the site, evidence of this former land use is barely visible. Remnants of the gravel pit remain on site as do the dirt roads. None of these features are considered historically significant. While it is possible that some cultural resources may occur in the project area, the Applicant will follow appropriate federal, state, and local regulations to ensure their protection, where required.

There is no publicly available information on geologic hazards such as liquefaction, subsidence, or faulting for the project area. Similarly, the Project site is not located within a known oil or gas field nor is there any current mining activity within the Project boundary.

Soils within the project area are primarily loamy sand with some areas of clay loam soils and gravel. There is a potential for localized erosion and generation of fugitive dust. The Applicant has developed a Drainage, Erosion, Dust Control, Grading, and Vegetation Removal Plan (see Section 7 and Appendix D) and will use the best management practices outlined therein.

To prevent environmental contamination, standard best management practices will be followed for the storage, handling, spill prevention, clean-up, and disposal of motor fuels, oil, compressed gas, etc., used during construction and operation of the solar energy facility.

*2.3.1.3 Granting the conditional use permit will not impair the use of adjacent property or alter the character of the neighborhood.*

The current land use of the proposed Project is rangeland/open space. Although currently zoned as Urban Agricultural, the 2014 Natrona County 2040 Plan does not preclude conversion of the property to other uses because the area does not contain prime agricultural soils or support active agriculture. Adjacent land uses include residential, commercial, light industrial, mining, and open space. Development of a solar facility will not impair these existing uses on adjacent properties.

The Project would not significantly alter the character of the neighborhood. Although the Project site itself would be converted from open range land to an industrial land use, the area already contains multiple transmission lines and pipelines and the solar arrays would be located a minimum of 0.63 miles from existing residential areas. Refer to Appendix K for additional information on Project setbacks.

*2.3.1.3 Granting the conditional use permit will not detrimentally affect the public health, safety and welfare, or nullify the intent of the Land Use Plan or this Resolution.*

**Public Welfare**

During construction, there is potential for the generation of fugitive dust, which can adversely affect public welfare. Dust control measures will be used as needed during construction to ensure compliance with applicable county and state laws. Refer to Section 7 and Appendix D for more detailed information on dust control. Project access roads; temporary parking, staging, and laydown areas; and Project substations will have gravel surfaces to limit dust generation during all phases of the Project's lifecycle. Operation of the solar PV facility will release no effluents, toxins, air emissions, or solid wastes in the process of generating electricity and, as a result, will have no impact on public health, safety, and welfare. Moreover, Project operations and maintenance activities will generate minimal dust, and no fumes, unsightly conditions, or pollution. Night lighting may be needed on occasion for maintenance and repair operations, but these would be temporary, short-term disturbances and unlikely to affect public health, safety, and welfare given the distance between the Project site and existing residences.

**Noise**

Natrona County's utility-scale solar system regulations mitigate noise impacts through the use of setbacks. Within utility scale solar facilities, only collector substation equipment is anticipated to produce some low-level noise. This consists of cooling fans and pumps on the transformer(s), which are barely audible beyond the immediate vicinity of the facility. Businesses in operation and residences around the Project are already near the existing North Casper substation, Bar Nunn Substation, and other industrial land uses. The Project is located 0.4 miles west of the existing Barr Nunn substation and 1.5 miles northwest of the North Casper substation. These existing substations are within 0.75 miles and 1.0 miles of residential areas, respectively. The two new substations on the east side of the Project will be a minimum of one mile from residences and commercial areas such that noise will not be a nuisance.

**Visual Resources**

Visual impacts associated with solar PV projects are minimal. Solar PV facilities and associated panels are typically constructed low to the ground and are not visible from locations of similar elevation. For a detailed assessment of the Project's visual impacts, refer to more information see Section 11 and the visual simulations provided in Appendix G.

**Land Use Planning**

The Project falls within the Casper / Bar Nunn Growth Management Area. According to the 2016 Natrona County Development Plan, these areas are “intended to provide for efficiency of infrastructure, water, sewer, and streets, which through regional delivery protects the environment, yet allows the towns, city and established neighborhoods to continue to provide the distinct lifestyles that county residents want.” Within the Growth Management Areas are 43 Planning Neighborhoods. The proposed location of the Project falls within Planning Neighborhood 40 – Enterprise. The designated future land use in this area is projected to be “Industrial” with development coordination between Bar Nunn and Casper anticipated. The Applicant has been coordinating with Town of Bar Nunn officials including Mayor Patrick Ford regarding the Project and the distance between existing homes in Bar Nunn and the Project fence line. Although the Applicant has not yet received an official letter from the Town, it is our understanding that the Town is not opposed to the Project or the minimum distance of 0.63 miles between the easternmost portion of the Project fence line and Bar Nunn homes located on Circle Drive North, the western extent of current development in town. The Project also would conform with potential future land uses by allowing for a 200-foot wide corridor to accommodate the proposed extension of Westwinds Road.

**2.4 Other Codes and Standards of Approval**

The Project will comply with relevant codes including the National Electrical Code, International Fire Code, and other applicable International Code Council Codes adopted by Natrona County. At this time, the Wyoming Department of Fire Prevention and Electrical Safety (the “Department”) does not review utility-scale solar projects that route electricity directly onto the power grid but does review electrical plans for buildings, structures, other habitable areas, and residential power generation. The Project does not include any of these components so it is unlikely that electrical plans would be reviewed by the Department. Any electrical plan review and/or code inspection would fall to Natrona County, as applicable. The Applicant met with the Natrona County Fire Department in January 2020 to discuss fire protection measures for the Project. These measures are listed under Public Safety Services in Section 2.3.1.1, above. Other permits and approvals likely to be needed for the Project are listed in Table 3, below.

**Table 3. Other Permits and Approvals Likely to be Required for the Dinosolar Project**

Jurisdiction	Permit/Decision	Timing / Agent(s) / Notes
<b>Federal</b>		
U.S. Environmental Protection Agency (EPA)	Spill Prevention Control and Countermeasures (SPCC) Plan - Construction	<p><u>Timing</u>: SPCC Plan covering construction activities should be prepared, certified, and implemented prior to delivery of materials and equipment to the Project site.</p> <p><u>Agent</u>: Engineering, Procurement, and Construction (EPC) contractor</p>

**Table 3. Other Permits and Approvals Likely to be Required for the Dinosolar Project**

Jurisdiction	Permit/Decision	Timing / Agent(s) / Notes
	SPCC Plan - Operation	<p><u>Timing:</u> SPCC Plan covering Project operations should be prepared, certified, and implemented if and as necessary prior to beginning commercial operations.</p> <p><u>Agent:</u> Dinosolar, LLC</p>
<b>State</b>		
Wyoming State Engineer's Office	Permits to appropriate groundwater (use, storage, dewatering) or water stored in impoundments or reservoirs, Wyoming statutes (W.S.) 41-3-901 through 41-3-398, as amended (Form U.W. 5)	<p><u>Timing:</u> Construction water needs (for dust suppression) will be assessed. At present, it is expected that an existing, permitted water source will be used. However, if necessary, a permit to appropriate groundwater will be applied for prior to initiating construction.</p> <p><u>Agents:</u> EPC contractor will file application to appropriate groundwater (if needed) before construction begins.</p>
Wyoming Department of Environmental Quality (DEQ)	Wyoming Pollutant Discharge Elimination System (WyPDES) – Large Construction General Permit (WYR10-0000)	<p><u>Timing:</u> Notice of Intent (NOI) to discharge and storm water pollution prevention plan (SWPPP) must be completed before construction begins. The NOI must be filed at least 30 days prior to the first anticipated date of discharge.</p> <p><u>Agent:</u> EPC contractor</p> <p><u>Note:</u> This permit covers storm water discharges from construction activities that disturb 5 or more acres. The cumulative disturbance associated with clearing and grading portions of the site to accommodate the solar arrays is expected to exceed this threshold (see Section 7.0 and Appendix D).</p>
	Permit to Construct Small Wastewater Facilities (Septic Tanks and Leach fields)	<p><u>Note:</u> Need for permit not anticipated. EPC contractor will use porta potty rental services during the construction phase.</p>
	Air Quality Division - Temporary / Portable Source Air Permit	<p><u>Timing:</u> Prior to construction.</p> <p><u>Agent:</u> EPC or subcontractor to file (if necessary) before construction begins</p>

**Table 3. Other Permits and Approvals Likely to be Required for the Dinosolar Project**

<b>Jurisdiction</b>	<b>Permit/Decision</b>	<b>Timing / Agent(s) / Notes</b>
Wyoming Department of Transportation	Port of Entry Permit for Oversized/Overweight Loads	<u>Timing</u> : Prior to delivery of Project substation transformers to the Project site via I-25 and connecting routes.  <u>Agent</u> : Transformer supplier/EPC contractor
	Road Use Agreement	<u>Timing</u> : Prior to delivery of Project components and construction equipment to the Project site via I-25 and connecting routes.  <u>Agent</u> : Dinosolar, LLC or EPC contractor to execute prior to construction when equipment delivery schedule is finalized.
<b>Local</b>		
Natrona County	Building Permit	<u>Timing</u> : Prior to initiating construction activities assuming CUP is granted.  <u>Agents</u> : Dinosolar, LLC or EPC contractor.

### 3.0 Public Utility Information

The Project will be owned and operated by Dinosolar, LLC, which is not a Public Utility. As described above, electricity generated by the Project will interconnect with Rocky Mountain Power’s regional transmission system at the 115 kV Bar Nunn substation and the 230 kV Casper North Substation. The purchaser of the Project’s power and a market for the power are not known at this time. Should Rocky Mountain Power or another public utility purchase the power generated by the Project, they would be subject to the requirements of the Public Service Commission (PSC). Conversely, private or commercial/industrial off-takers would not be subject to PSC requirements. Refer to Section 2.1 for additional information regarding potential consumers of the Project’s power output.

### 4.0 Summary of the Utility Scale Solar Energy System

The primary component of solar PV facilities are the solar arrays. Solar PV arrays consist of individual modules that convert solar energy into electricity. This electricity is then transmitted to inverters that change the electrical output of the modules from direct current (DC) to alternating current (AC). From the inverters, the electricity is transmitted to the two Project substations via an underground collection line network. At the Project substations, the voltage will be stepped up from 34.5 kV to 115 kV for the northern array and to 230 kV for the southern array and transmitted via overhead generation tie (gen-tie) lines to the Bar Nunn and Casper North Substations, respectively. Based on current PV technology,

the Project is expected to include 771,654 Trina Solar or equivalent crystalline silicon (monofacial or bifacial) modules with individual name plate capacities of 400 watts (W) DC each. When converted to AC and combined at the two Project substations, the project will have a nameplate capacity of 160 MW for the northern array and 80 MW for the southern array, resulting in a total nameplate generating capacity of 240 MW for the Project as a whole. It should be noted that the manufacturer, type, and number of modules may change depending on the PV technology available at the time of procurement.

The solar modules will be mounted on north-south oriented steel racking systems with single-axis trackers that will allow the modules to follow the sun from east to west, maintaining a perpendicular angle to the sun for most of the day to maximize efficiency. The height of the solar arrays will vary from approximately 4 feet above ground when the panels are horizontal to a maximum of approximately 10 feet above ground at maximum tilt. The maximum height of Project-related facilities will be between 60 and 120 feet depending on what type of transmission towers (H-frame or steel monopole) are used for the two gen-tie lines. Project substation components will be shorter than the transmission towers. Other components of the Project include one or two external access roads, internal access roads, and a 6-foot high chain link perimeter fence with 3 strands of barbed wire at the top, which will be angled outward to discourage climbing. Refer to Section 2.1, above, for a more general description of the proposed Project.

## 5.0 Social and Economic Report

Construction and operation of the Project will provide short and long-term social and economic benefits for Natrona County, other local public entities, residents and retail and lodging establishments. These benefits include employment opportunities for local workers, and sales, use, lodging, and property taxes generated by the Project. These benefits are described below. Table 4 summarizes the estimated tax revenues derived from Project construction and operations. Table 5 summarizes the estimated jobs and payroll benefits associated with the Project. Appendix C provides additional details regarding the estimates.

Development and construction costs of the Dinosolar Project are estimated at \$266.6 million. Of that total, \$173.9 million in equipment and material purchases will be subject to state and local sales or use taxes, yielding \$8.7 million in revenues. Of that total, approximately \$2.1 million, including more than \$400,000 disbursed from the state’s revenues, will accrue to Natrona County and local municipalities.

**Table 4. Tax Revenues Generated by the Dinosolar Project**

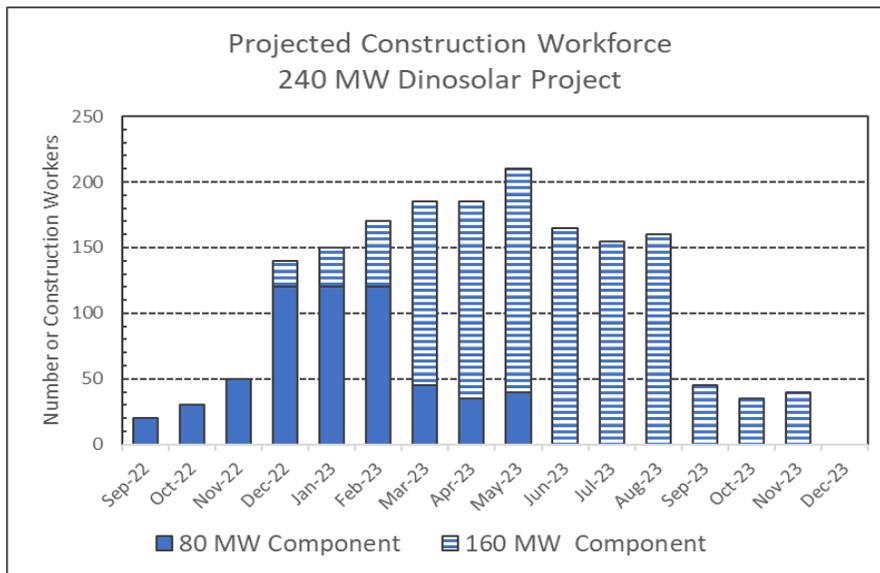
<b>Tax Category</b>	<b>Total Dollars</b>
<i>Sales and Use taxes on materials purchases during construction</i>	
State	\$ 6,955,952
Local General-Purpose Option	<u>1,738,988</u>
<b>Total</b>	<b>\$ 8,694,940</b>
<i>Sales and lodging taxes on non-local construction worker spending</i>	
	<b>\$116, 500 to \$174,770</b>
<i>Property taxes during construction and the 35-year operating life</i>	
Natrona County	\$7,383,200
Natrona County School District #1	16,304,500
Other taxing jurisdictions	<u>18,052,600</u>
<b>Total</b>	<b>\$41,740,300</b>

Additional state and local sales and lodging tax revenues will result from retail and lodging expenditures by the non-local construction workforce. Those expenditures will generate between \$116,500 and \$174,770 in state and local sales and lodging taxes.

Property taxes paid on the Project will generate long-term economic benefits. The Dinosolar Project’s initial assessed value of \$30.7 million at completion, equal to 2.4 percent of Natrona County’s total property tax base in 2019, will make it one of the largest taxpayers in Natrona County. Property taxes of \$41.7 million will be paid on the Project during construction and its initial 35-year operating life. Of the total, \$7.4 million will accrue to Natrona County.

A construction workforce ranging from 20 to 210 workers and averaging 116 workers will build the Project over a 15-month period – see Figure 2. The peak construction workforce is anticipated to occur in May 2023. The overall construction labor requirement is equivalent to 145 job-years of employment. The Applicant anticipates local labor meeting 25 to 50 percent of the Project’s construction workforce needs; the equivalent of 29 to 58 jobs.

**Figure 2. Projected Construction Workforce for the Dinosolar Project**



The Project’s construction payroll is estimated at \$11.5 million, including wages and the value of employer-paid benefits. Typical hourly wages will range between \$16 for laborers and \$25 for skilled trades and management, with an overall average of approximately \$20/hour.

**Table 5. Construction and Operating Jobs and Payroll Associated with the Dinosolar Project**

Construction jobs	
Total over 15 months	145 job-years
Average total construction jobs	116
Local construction jobs @ 25% to 50%	29 to 58
Construction payroll	\$11.5 million
Operating jobs	2 or 3

Annual operating payroll

\$120,000 to \$195,000 / year,  
plus company vehicles

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Ongoing operations and maintenance will be performed by a staff of 2 or 3 workers. The annual operating payroll, including employer paid benefits, is estimated at \$120,000 to \$195,000. The operating staff will also be provided with company vehicles for use on the job.

Project construction and operations will support other employment in the Casper area economy through secondary effects associated with wages and salaries paid by local vendors supplying materials, equipment and services to the Project and by local consumer expenditures made by Project-related direct and secondary workers.

The monetary value of local expenditures for construction materials are not yet known. However, Dinosolar, LLC will direct the EPC and lower-tier contractors to procure materials locally to the extent that they are available, meet specifications, and are economically competitive. Contractors will also be directed to specify local points-of-delivery for equipment and material procured non-locally to ensure that Natrona County benefits from sales and use taxes on such purchases.

## 6.0 Project Drawings

Please refer to Appendix A for a 24"x 36" engineered site plan. The site plan adheres to Section g.6. of the Regulations and includes the Project boundary lines, leased land boundary, all existing and proposed structures, rights-of-way, utility easements, above- and below-ground facilities and utilities, all proposed and existing public and private access roads, topography of the project site and surrounding area, and Project fencing details along with a legal description of the leased land boundary.

## 7.0 Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan

Per Section g.7. of the Regulations, the Applicant contracted with WLC Engineering and Surveying to develop a Drainage, Erosion, Dust Control, Grading, and Vegetation Removal Plan as part of this CUP application. The plan is provided in Appendix D and addresses all requirements including:

- a. Existing and proposed contours
- b. Existing wetlands and floodways
- c. Water management structures
- d. Drainage flow direction
- e. Effect on downstream and upstream properties
- f. Erosion mitigation and runoff control, and
- g. Dust control plan.

Existing drainage patterns indicate that the majority of surface water on the site flows to depressional areas within or adjacent to the project area. The remainder of the site drains southwestward toward Casper Creek, primarily as sheetflow, not channelized surface flow. Grading to accommodate solar modules will occur where slopes are greater than 6% in a north-south direction. The majority of these

slopes are located in the northern portion of the Project Area. The area to be graded represents approximately 7 percent of the Project Site. Soils and vegetation in the remaining 93 percent of the site will remain largely undisturbed. Throughout much of the site, vegetation will be temporarily damaged as a result of “drive and crush” access to construct the racking system and install the solar panels and inverters. Total disturbance within the Project Site is expected total approximately 170 acres (10%) and be limited to grading locations, access road construction, and the staging area. Wetlands will be avoided. Prior to initiating construction, the Applicant will implement a stormwater pollution prevention plan. During construction, fugitive dust would be controlled through watering of graded areas and application of magnesium chloride and/or water to dirt access roads. Following construction, temporary use areas will be reclaimed and reseeded to minimize potential for erosion during the operations phase of the Project. A SWPPP will be prepared in accordance with a WYPDES Large Construction General Permit and obtained by the engineering, procurement, and construction (EPC) contractor prior to initiating construction activities on site.

## 8.0 Waste Management Plan

Section g.8. of the Regulations requires that utility-scale solar energy systems develop a waste management plan that includes an inventory of estimated solid wastes to be generated by the Project and a proposed disposal program for wastes generated during construction, operation, and eventual decommissioning of the Project. A complete waste management plan prepared by the Applicant’s civil engineering contractor, WLC Engineering and Surveying, is found in Appendix E.

The Dinosolar Solar Project will generate waste during construction but not during operation. Anticipated waste types include plastic banding and shrink wrap used during component transport, cardboard and pallets used during component transport, and municipal solid waste generated by the construction workforce. All waste types generated during construction will be placed in separate 40-yard dumpsters and taken to the landfill or recycled as appropriate. Waste management also includes efforts to minimize waste, especially wind-blown waste, during construction.

At the Project’s end of life, all above-ground facilities would be completely removed from the site in accordance with the Applicant’s ground leases. The majority of the Project components would be sold for scrap or recycled with relatively little waste sent to the County’s landfill. Refer to Section 9.0, below, for additional information regarding decommissioning of the Project and 13.f. the Project Site following decommissioning.

## 9.0 Reclamation and Decommissioning Plan

### 9.1 Decommissioning

As described in Sections f.3 and 9 of the Regulations, the Dinosolar Project is subject to rules guiding the decommissioning and removal of the solar facility, as well as the restoration and reclamation of the land affected by the facility. The Applicant’s leases with private landowners contain language addressing the removal of the facility and the restoration of the surface of the property to the approximate original condition that existed before Project construction. Removal and restoration shall begin within 90 days of the expiration or termination of the lease and will be completed within 9 months of the expiration or termination of the lease. Per the terms of the Ground Lease Agreements between the Applicant and

private landowners, the Applicant will provide the landowner with financial security to ensure removal is completed (See document, “Lease Excerpt-Financial Assurance and Final Reclamation” in Appendix B).

module, steel racking, cabling, electrical components, substation, and any other associated or ancillary equipment or structures within the facility boundary. To reduce the quantity of waste that could be placed in the landfill, Dinosolar LLC, will identify recycling options for the photovoltaic panels, steel and metal infrastructure, and if possible, electrical cables and other project materials.

## 9.2 Interim and Final Site Reclamation

Dinosolar and its contactors will exercise care to preserve the natural landscape and will conduct construction activities in a way that prevents any unnecessary damage to, or destruction of, natural vegetation features. In temporary use areas such as parking and equipment laydown areas the Dinosolar and its contractors will incorporate methods to preserve topsoil by stockpiling it in discrete rows or piles along the edge of the disturbed area. Topsoil will be kept segregated from subsoil excavated from trenches or temporarily cleared areas. Following completion of construction, temporary use areas will be regraded, and the stockpiled topsoil will be redistributed across the site. This will facilitate revegetation efforts by preserving the native seed bank and providing more fertile soils for additional reseeding and planting efforts.

Following completion of construction activities, all work areas, except any permanent access roads, shall be graded so that surfaces drain naturally, blend with natural terrain, and are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion. The methods described below are recommended for all areas of temporary ground disturbances throughout the Project area.

After the life of the project, aboveground facilities will be removed, and the disturbed areas reclaimed and returned to pre-project land uses. As required by leases with the private landowners, reclamation will typically include amending compacted soils, regrading to natural or near-natural topographic contours (where appropriate), replacing salvaged subsoil and topsoil, reseeding disturbed areas with habitat-appropriate seed mixes (or seed mixes desired by the current landowners), and controlling noxious weeds.

## 9.3 Weed Mitigation and Re-Vegetation

All vegetated areas disturbed during construction of the Dinosolar Project will be revegetated during and after construction with a native seed mix. The seed mix will consist of species currently growing in the project area and possibly others that are native to the area and would be beneficial to livestock, native wildlife species and soil stability. These seed mixes will be used to effectively revegetate all temporarily disturbed areas within the project area and the landowner will have the final authority on the seed mixes to be used.

Any ground-disturbing activities inherently increase the risk of weed introduction. These risks will be mitigated through timely revegetation. To limit the introduction and spread of noxious weeds and other invasive plant species, the project site will be monitored twice annually (mid-May and mid-September) for two years following initiation of construction activities, and any undesirable plants will be controlled using mechanical or chemical methods. If any of the 19 Wyoming state listed noxious weed species or seven Natrona County Declared Weeds are discovered in the Project area during monitoring, they will

be controlled using chemical and/or physical methods approved by the property owner and Natrona County.

Seeding and mulching will be completed using standard commercial practices appropriate for the soil and terrain being restored. Temporary and permanent seeding will be completed during the appropriate seasons and moisture regimes, typically in the fall or early spring. Disturbed, unseeded ground may require chemical or mechanical weed control in May or June, before weeds have a chance to seed. In accordance with specified BMPs, erosion control measures will be implemented after seeding and may include certified weed-free straw bales, filter bags, compost blankets or other geotextiles, sediment fences, silt curtains, sediment traps, or other similar devices or impervious materials. Erosion control measures will be implemented and monitored until soils are stabilized by vegetation growth from planting and/or re-seeding (See Section 7 and Appendix D for details).

## 10.0 Environmental Analysis

Because the Project is located on private land, will be constructed using private funding, and requires no federal authorizations, it is not required to comply with the National Environmental Policy Act (NEPA). The following environmental analysis has been prepared in accordance with Section g.10. of the Regulations under the assumption that the Natrona County Planning Commission and Board of County Commissioners will require the preparation of an environmental report in the absence of a NEPA document (i.e., an environmental assessment or environmental impact statement) or state environmental review.

### 10.1 Wetlands and Other Waters of the United States

Any wetlands or other water of the U.S. identified in the Project Area will be avoided to the extent practicable as per Clean Water Act (CWA) guidance. The National Wetland Inventory, as illustrated in Appendix F, identifies 19.14 acres of freshwater pond habitat within the Project area. As shown on the site plan, this aquatic resource, which may or not be regulated under the CWA, will be avoided and protected by a 50-foot buffer. In cases where there are unavoidable impacts (e.g., permanent stream crossings for access roads), all mitigation and permitting will be conducted in accordance with Sections 401 and 404 of the CWA. However, at the present time there is no anticipated need for stream crossings, e.g., Casper Creek. Similarly, no permanent impacts to the 100-year floodplain or river terraces are anticipated. Any activities in a flood zone will meet requirements of the Federal Emergency Management Agency and will not significantly alter the natural drainage patterns on the landscape.

### 10.2 Wildlife

#### 10.2.1 Habitat

Habitat on the Dinosolar site is comprised predominantly of mixed grass prairie with relatively small patches of sagebrush steppe, saltbush shrubland, and greasewood. There is an approximately 10-acre depressional wetland (saline playa) in the northern portion of the site which provides open water habitat on a seasonal basis during the spring and early summer. No project-related facilities will be placed within 50 feet of this seasonal wetland.

### 10.2.2 Wyoming Game & Fish Recommendations

Project construction is scheduled to begin in September of 2022. These requirements include raptor nest buffers (Appendix F). If raptor nests are located within 1-mile of the project area, Dinosolar will coordinate with the USFWS Wyoming Ecological Services Offices on raptor nest protection measures. Migratory birds are protected under the Migratory Bird Treaty Act (MBTA). It is unlawful to destroy an active nest of any migratory bird. Consequently, the Wyoming Game and Fish Department (WGFD) recommends beginning construction activities prior to April 1 or after July 31 to minimize the potential for loss of nests during the nesting season. If construction is scheduled to occur during nesting season, preconstruction nest clearance surveys will be conducted, and active nests will be avoided. Bird diverters will be placed on fencing around the project area to make fences more visible to birds. Most of the powerlines associated with the Dinosolar project will be buried. Any above ground powerlines will follow the Avian Power Line Interaction Committee’s guidelines for minimizing electrocution and collision risk for birds (APLIC and USFWS 2005). Dinosolar will notify the Wyoming Game and Fish Department of any injured or dead wildlife in the project area. Dinosolar will install gates on multiple sides of the fenced perimeter to allow big game species to pass through the area. The impacts to Tier I and Tier II Species of Greatest Conservation Need will be minimized by following the requirements outlined by Game & Fish (Appendix F).

### 10.2.3 Threatened, Endangered and Sensitive Species

The federally listed threatened or endangered species identified in the USFWS IPAC report (Appendix F) that are known or expected to be on or near the Dinosolar site are presented in Table 6 below. Table 7 contains the Wyoming Species of Greatest Conservation Need identified as possibly occurring on the Dinosolar site.

Both tables include habitat descriptions and the potential for each species to occur based on site specific information. The IPAC report did not identify any federally designated critical habitats within or adjacent to the project boundary.

**Table 6. Federally Listed Species Identified in IPAC as Possibly Occurring on the Dinosolar Site**

Species*	Habitat*	Suitable Habitat in Project Area?	Status*
Least tern ( <i>Sterna antillarum</i> )	Mudflats, salt flats, sandy beaches, banks of rivers and lakes with sparse or no vegetation. Always nest near water.	No. There is no mapped range in Natrona County, WY. The most recent documented sighting on eBird was in 1989 at the Keyhole Reservoir (Crook Co, WY), northeast of the project area.	Endangered
Whooping crane ( <i>Grus americana</i> )	Winter and migratory habitat includes small marshes, shallow lakes, salt flats, grain fields, and barrier islands. Nest in dense emergent	No. There is no mapped range in Natrona County, WY. The most recent documented sighting on eBird was in 2017 in Worland (Washakie Co, WY), northwest of the project area.	Experimental population, non-essential

Species*	Habitat*	Suitable Habitat in Project Area?	Status*
	vegetation or along lake margins.		
Piping plover ( <i>Charadrius melodus</i> )	Sandy mudflats, beaches, shoreline of alkaline lakes. Nests in simple depressions in the sand.	Potentially. There is mapped range in the project area. There is potential for this species to occur around the seasonal, saline pond. This pond will be avoided during project development. The most recent documented sighting on eBird was in 1993 at Soda Lake (Natrona Co, WY) just east of the project area.	Threatened
Pallid sturgeon ( <i>Scaphirhynchus albus</i> )	Low and moderate gradient rivers and some reservoirs	No. There are no rivers in the project area.	Endangered
Ute ladies'-tresses ( <i>Spiranthes diluvialis</i> )	Alluvial banks, floodplains, lake shores, groundwater-fed springs. More than half of documented populations are found in agricultural and urban settings.	No. There is mapped range in Natrona County, WY, but the only wet habitat in the project area is saline and this species requires fresh water.	Threatened
Western prairie fringed orchid ( <i>Platanthera praeclara</i> )	Moist to wet alkaline tallgrass prairies and sedge meadows. Can be found in disturbed roadside ditches. There are known populations in Natrona County, WY, but habitat is not in the project area.	Potentially. There is mapped range in the project area. There is potential for this species to occur around the seasonal, saline pond. This pond will be avoided during project development.	Threatened

**Table 7. Wyoming Species of Greatest Conservation Need Identified as Possibly Occurring on the Dinosolar Site**

Species *	Habitat*	Suitable Habitat in Project Area?	WGFD Rank*
Plains spadefoot ( <i>Spea bombifrons</i> )	Uses plains grasslands and sagebrush communities below 6,000 feet elevation. Live in underground	Potentially. Could occur in loamy sand where burrows are found.	Tier II High priority

Species *	Habitat*	Suitable Habitat in Project Area?	WGFD Rank*
	burrows in loose, well-drained soil. Breeds in ephemeral pools of water.		
Prairie rattlesnake ( <i>Crotalus viridis</i> )	Found in plains, foothills, scarp woodlands and near rock outcrops. Often found near prairie dog towns. Overwinter in underground crevices or burrows.	Potentially. Could occur in sections of the project area where burrows or rock outcrops are found.	Tier III High priority
Black-tailed prairie dog ( <i>Cynomys ludovicianus</i> )	Found in short to mid-grass prairies. Required deep, well-drained soils for burrows.	Potentially. The majority of the project area is potentially suitable habitat for this species.	Tier II High priority
White-tailed prairie dog ( <i>Cynomys leucurus</i> )	Found in semi-arid and arid grassland, desert grassland, and shrub habitat. Required deep, well-drained soils for burrows.	Potentially. The majority of the project area is potentially suitable habitat for this species.	Tier II High priority
Swift fox ( <i>Vulpes velox</i> )	Found in short-grass and mid-grass prairies and agricultural croplands. Habitat may contain shrubs (<30 cm tall). Use burrows year-round in well-drained soils.	Potentially. The majority of the project area is potentially suitable habitat for this species.	Tier II High priority
Bobolink ( <i>Dolichonyx oryzivorus</i> )	Associated with tall grass and mixed-grass prairie ecosystems. It will also use hayfields and meadows. Nests on the ground.	Potentially. The majority of the project area is potentially suitable habitat for this species. Surveys will be conducted twice between May 20-June 20.	Tier II
Brewer's sparrow ( <i>Spizella breweri</i> )	Sagebrush obligate (>20% cover) species generally over 35 cm tall. Sometimes found in mixed desert shrublands.	Potentially. There are a few small patches of sagebrush and other shrub habitat in the project area. Surveys will be conducted twice between May 20-June 20.	Tier II
Chestnut-collared longspur ( <i>Calcarius ornatus</i> )	Breeds in large, arid, open tracts of shortgrass and mixed-grass prairie (<30 cm tall). Nests on	Potentially. The majority of the project area is potentially suitable habitat for this species. Surveys will be conducted twice between May 20-June 20.	Tier II

Species *	Habitat*	Suitable Habitat in Project Area?	WGFD Rank*
	the ground adjacent to vegetation.		
Dickcissel ( <i>Spiza americana</i> )	Grassland (90-100% cover) obligate species. Will also use agricultural areas. Nest on the ground or low shrubs. Wyoming is outside of the core breeding range for this species, but it could be in Wyoming grasslands.	Potentially. The majority of the project area is potentially suitable habitat for this species. Surveys will be conducted twice between May 20-June 20.	Tier II
McCown's longspur ( <i>Rhynchophanes mccownii</i> )	Breeds in large, arid, open tracts of shortgrass and mixed-grass prairie (<30 cm tall). Nests on the ground adjacent to vegetation.	Potentially. The majority of the project area is potentially suitable habitat for this species. Surveys will be conducted twice between May 20-June 20.	Tier II
Sage thrasher ( <i>Oreoscoptes montanus</i> )	Sagebrush obligate (>75% cover) species generally over 70 cm tall. Sometimes found in mixed desert shrublands.	Potentially. There are a few small patches of sagebrush and other shrub habitat in the project area. Surveys will be conducted twice between May 20-June 20.	Tier II
Mountain plover ( <i>Charadrius montanus</i> )	Uses agricultural fields, sparsely vegetated prairie and desert with sparse shrub cover.	Potentially. There are a few small patches of sagebrush and other shrub habitat in the project area. Surveys will be conducted April 17-May 8.	Tier I
Long-billed curlew ( <i>Numenius americanus</i> )	Nests in sparsely vegetated shortgrass and mixed-grass prairies with low vegetation. Nest on the ground.	Potentially. The majority of the project area is potentially suitable habitat for this species. Surveys will be conducted April 21-May 15.	Tier II
Upland sandpiper ( <i>Bartramia longicauda</i> )	Grassland prairie habitats, agricultural fields, and mountain meadows with tall, dense vegetation	Potentially Surveys will be conducted June 1-30.	Tier II
Burrowing owl ( <i>Athene cunicularia</i> )	Found in grasslands, prairies, shrub-steppe, and deserts with well-drained soils and a high percentage of bare ground. Nest in burrows.	Potentially. The majority of the project area is potentially suitable habitat for this species. Surveys will be conducted April 15-August 7.	Tier I

\* (Natureserve 2020), (USDA 2020), (The Cornell Lab of Ornithology 2020), (USFWS 2020)

#### 10.2.4 Bald and Golden Eagles

Eagles are protected under the Bald and Golden Eagle Protection Act (BGEPA) and the MBTA. Bald and golden eagles have the potential to use the project area for foraging.

#### 10.2.5 Migratory Birds

Migratory bird species, in addition to those addressed in Tables 6 and 7 above, have potential to occur in the project area (See Table 7 below). Approximately 1,710 acres of grassland bird nesting and foraging habitat would be affected by project development. Wetland birds (e.g., waterfowl, shorebirds) may use the seasonal wetland on the site during spring migration but are unlikely to nest in the area. Raptors including the golden eagle, ferruginous hawk, and Swainson’s hawk are known to forage in the area but historic nest data and aerial raptor nest surveys completed in 2017 and 2019 have not identified any raptor nests within the project site.

**Table 8. Predicted Migratory Bird Concentrations in the Project Area**

<b>Migratory Bird Category*</b>	<b>Predicted Concentration*</b>
Raptors	Low
Riparian Birds	Lowest
Sparse Grassland Birds	Highest
Wetland Birds	High

\* (State of Wyoming 2020)

#### 10.2.6 Greater Sage-Grouse

The project site is not located within any sage-grouse core areas, nor are there any known leks within or adjacent to the site. Given the small amount of sagebrush in the project area, it is unlikely that this species occurs there on a regular basis.

#### 10.2.7 Big Game

The project site is located within winter/year-long range for pronghorn and year-long range for mule deer; however, there are no crucial ranges for these, or other big game species mapped within the project area. During project construction, noise and activity associated with heavy equipment and construction personnel may displace some wildlife that use the project site. These impacts would be limited to the construction period. Following construction and interim reclamation, project-related impacts to big game are expected to be negligible.

### 11.0 Visual Impacts

The Project will conform with the applicable visual appearance standards listed in Section d. of the Regulations. Project Lighting will be the minimum needed for project operations and will be directed downward to reduce offsite impacts. The Project will not be illuminated at night except when workers

are present; lights will utilize timers or motion controls. At present the Urban Agricultural zone has no maximum height restrictions, however the Regulations specify that all utility-scale solar energy systems shall not exceed 25 feet in height. The PV panels will be mounted on a horizontal rotating shaft that is approximately 4 to 7 feet high and panels are not expected to exceed much more than 10 feet in height at full tilt. The exact height of the panels will be determined during final design. The electrical collector lines will be buried and not require installation of support poles that could conflict with any future height requirements. Project substations and Project-related transmission towers will exceed 25 feet in height but will be comparable in height to existing transmission towers present throughout the Project Area.

In accordance with Section g.11. of the Regulations, a GIS-based visibility analysis has been completed and visual simulations developed for 10 key observation points (KOPs) surrounding the Project area. The visibility analysis and visual simulations are presented in Appendix G.

## 12.0 Solar Glare Hazard Analysis

The Applicant's glare analysis contractor, AECOM Technical Services, Inc., prepared the Dinosolar Solar Project Glare Analysis (2020) which is provided in Appendix H. Key points of AECOM's analysis are summarized here. The flat surfaces of modules in solar PV facilities can reflect sunlight causing glare to observers. Natrona County Zoning Section 13b prohibits uses within the Airport Overlay District (A-D) that "result in glare in the eyes of flyers using the airport, impair visibility in the vicinity of the airport, or otherwise endanger the safe landing, takeoff, or maneuvering of aircraft." The Project Site is located outside the A-D zone, which does not extend east of Township 34N Range 80W Sections 11, 14, 23, 26.

Compliance with the Natrona County Utility Scale Solar System regulations and proximity to the Casper-Natrona County International Airport, nearby communities, and Interstate 25 (I-25) necessitated a quantitative glint and glare analysis using FAA compliant ForgeSolar PV Planning and Glare Analysis software. AECOM performed two analyses illustrating worst-case glare scenarios when modules are at resting angles of zero and 5 degrees. Typically, modules are at resting angles, i.e., nearly horizontal and capable of producing the most glare, in the early morning or late afternoon when the sun's position is outside the range of rotation. The analyses used six observation points, four flight paths, and two routes along I-25. The analyses indicate that maximum glare occurs when modules are at a resting angle of zero degrees. Modifying the resting angle to 5 degrees is a mitigation measure that eliminates glare across all observation points, flight paths, and I-25 travel routes used in the analyses.

## 13.0 Traffic Study

Natrona County traffic standards state that traffic generated by any use "shall be channeled and controlled in a manner to avoid congestion on public streets, safety hazards, or excessive traffic through residential areas." WLC Engineering and Surveying completed a Traffic Impact Study for the Project, which is provided in Appendix I and briefly summarized here. As per Natrona County Regulations, the Traffic Impact Study for construction and operation includes an access map, description of current road conditions, and proposed road improvements. Traffic impacts will only occur during the 11-month construction phase of the project and include heavy trucks delivering project components and vehicles carrying construction workers.

The Applicant is currently evaluating two options for providing construction access to the Project Site. Both options assume that the majority of construction-related traffic, particularly material deliveries, will be via Interstate Highway 25 (I-25) to the Hwy 20/26 Bypass and north on the Old Salt Creek Highway (Hwy 254). Option 1 would entail construction traffic continuing northward on Hwy 254 for approximately 2.0 miles, west on Melodi Lane, north on Andy Road for approximately 430 feet, and west across Feland Land & Livestock property for approximately 1.0 mile on an existing dirt road to the Project Site. The second option would involve continuing north on Hwy 254 only 1.5 miles from the Highway 20/26 Bypass, turning west on a new road to be located on FT Investments property at approximately 2600 Old Salt Creek Highway for approximately 0.4 miles, northward approximately 0.63 miles on FT Investments western property boundary and Andy Road, and westward along the same ranch road as in Option 1. Refer to Figure 1, above, and Appendices A and I for depictions of and additional information on these options.

The current Average Annual Daily Traffic (AADT) obtained from WYDOT for Salt Creek Highway includes 5185 vehicles of which 214 (4.1%) are trucks. The expected increased volume during construction is projected to be 252 passenger vehicles and 24 trucks per day. Overall vehicle AADT will increase by approximately 5% while truck AADT will increase by approximately 11%. To accommodate the type and volume of traffic the Traffic Impact Study recommends installing a left turn lane for northbound travel on Salt Creek Highway, surface improvements to Melodi Lane and Andy Road, and access improvements at Melodi Lane.

## 14.0 Transportation Plan for Construction and Operation Phases

As indicated in Section 13, above, the Applicant is evaluating two options for construction access to the Project site. Operations access is expected to use the construction access route and possibly the Zuni Trail road out of Bar Nunn. Operations-related traffic will be minimal (typically a few light vehicles per day) and would have no impact on area residents should Zuni Trail be used. Refer to Appendix I for additional, more detailed information on Project-related transportation during the construction and operations phases.

## 15.0 Notice of Mineral Rights

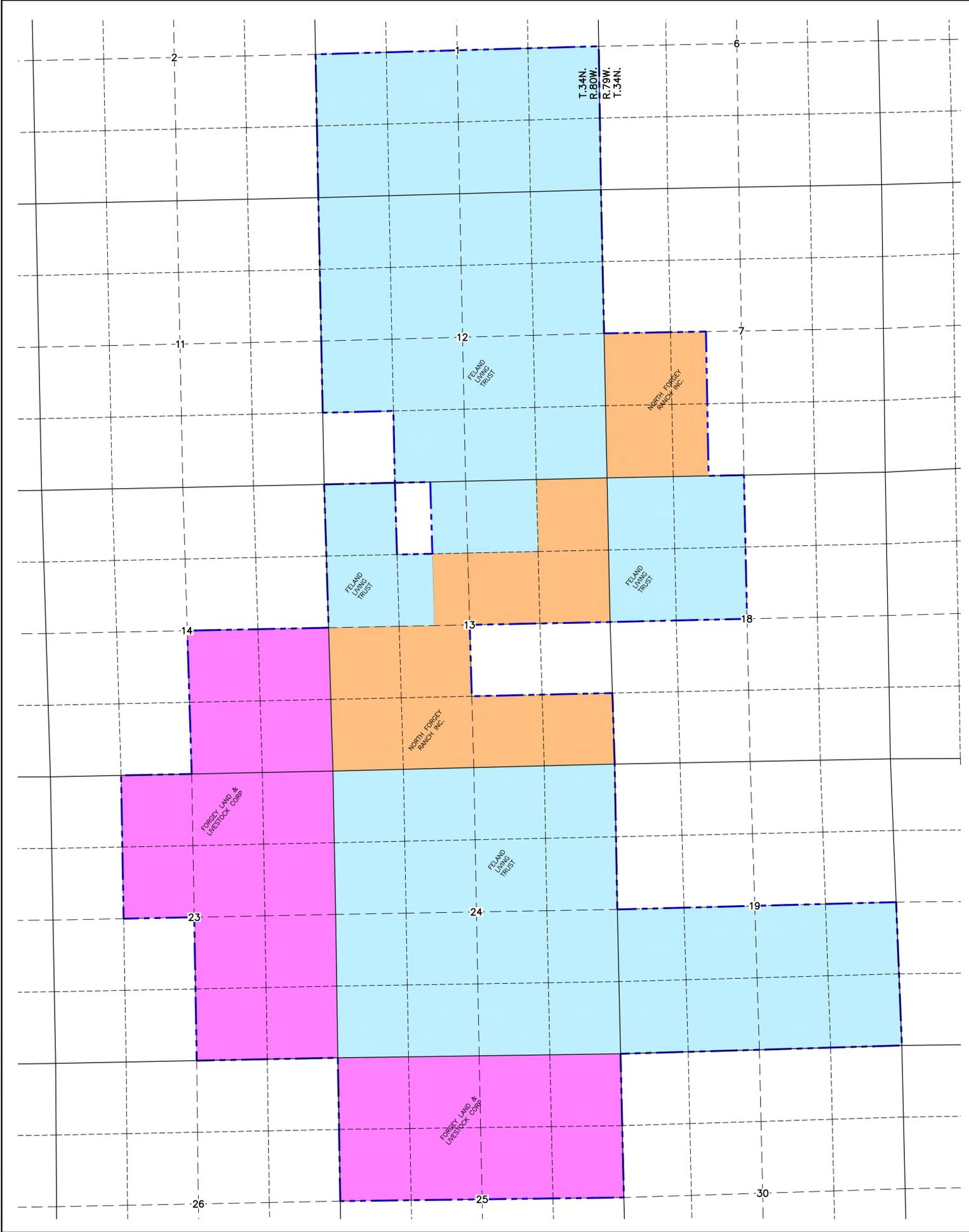
As required by Section g.15 of the Natrona County Utility Scale Solar System Regulations, Dinosolar has provided written notice to Amelia Savage, Minerals and Lands Supervisor, BLM-Casper Field Office and the two landowners/claimants of mineral rights located on or under the Dinosolar project area. These notices comply with the standards and requirements of the Wyoming Industrial Siting Council. They contain the location of the proposed Dinosolar project (both a legal description and a project map including underground wiring). The landowner/mineral claimant-specific notices and associated certified mail receipts are included in Appendix J.

## 16.0 References

- APLIC and USFWS . 2005. *The Edison Electric Institute's Avian Power Line Interaction Committee and United State Fish and Wildlife Service. Avian Protection Plan Guidelines.* . April .  
[https://www.aplic.org/uploads/files/2634/APPguidelines\\_final-draft\\_Apr12005.pdf](https://www.aplic.org/uploads/files/2634/APPguidelines_final-draft_Apr12005.pdf).
- Natureserve. 2020. *Natureserve Explorer.* <http://www.natureserve.org/conservation-tools/conservation-status-assessment>.
- State of Wyoming. 2020. *Natural Resource and Energy Explorer.*  
<https://nrex.wyo.gov/user/login?current=node/20> . .
- The Cornell Lab of Ornithology. 2020. *ebirds.* <https://ebird.org/hotspots>.
- USDA. 2020. *Natural Resources Conservation Service Plants Database.* <https://plants.usda.gov/>.
- USFWS. 2020. *United States Fish and Wildlife Service Environmental Conservation Online System.*  
<https://ecos.fws.gov/>.

Appendix A- Site Plan





**LEGAL DESCRIPTION**

**FELAND LIVING TRUST:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN NATRONA COUNTY, WYOMING CONTAINING 2,200 ACRES, MORE OR LESS:  
 TOWNSHIP 34 NORTH, RANGE 79 WEST, OF THE 6TH P.M., NATRONA COUNTY, WYOMING  
 SECTION 18: NW4  
 SECTION 19: S/2  
 TOWNSHIP 34 NORTH, RANGE 80 WEST, OF THE 6TH P.M., NATRONA COUNTY, WYOMING  
 SECTION 1: S/2  
 SECTION 13: W/2NW/4, W/2SE/4NW/4, E/2NE/4NW/4, NW/4NE/4  
 SECTION 12: E/2, E/2W/2, W/2NW/4, NW/4SW/4  
 SECTION 24: ALL

**NORTH FORGEY RANCH:**

PARCEL 1:  
 TOWNSHIP 34 NORTH, RANGE 79 WEST OF THE 6TH P.M. NATRONA COUNTY, WYOMING  
 SECTION 7: LOT 3 & LOT 4 (W/2SW/4)

AND

PART OF THE NE/4SW/4, SECTION 7, TOWNSHIP 34 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE U.S. GENERAL LAND OFFICE BRASS CAP MONUMENTING THE CENTER - WEST 1/16 CORNER OF SAID SECTION 7, SAID CORNER IDENTICAL WITH THE NORTHWEST CORNER OF THE NE/4SW/4 OF SAID SECTION 7 AND NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE EAST-WEST (LATITUDINAL) CENTER LINE OF SAID SECTION 7, IDENTICAL WITH THE NORTH LINE OF THE PARCEL HEREIN DESCRIBED AND NORTH LINE OF THE NE/4SW/4 OF SAID SECTION 7, N.89°45'00"E., (N.89°37'E. - U.S. GENERAL LAND OFFICE RECORD) A DISTANCE OF 534.94 FEET TO THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID CORNER IDENTICAL WITH THE NORTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF THE NE/4SW/4 OF SECTION 7; THENCE THROUGH THE NE/4SW/4 OF SAID SECTION 7, ALONG THE EAST LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE WEST LINE OF THE PREVIOUSLY DESCRIBED PORTION OF SAID NE/4SW/4, S.0°18'27"E., A DISTANCE OF 1336.23 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE SOUTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF SAID NE/4SW/4, SAID CORNER BEING A POINT IN THE SOUTH LINE OF SAID NE/4SW/4 AND MONUMENTED WITH A GLOBAL ENGINEERING AND LAND SURVEYING, INC. ALUMINUM CAP; THENCE ALONG THE SOUTH LINE OF THE PARCEL HEREIN DESCRIBED AND SOUTH LINE OF THE NE/4SW/4 OF SAID SECTION 7, S.89°37'57"W., (S.89°34'W. - U.S. GENERAL LAND OFFICE RECORD) A DISTANCE OF 531.75 FEET TO THE U.S. GENERAL LAND OFFICE BRASS CAP MONUMENTING THE SOUTHWEST 1/16 CORNER, IDENTICAL WITH THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND SOUTHWEST CORNER OF THE NE/4SW/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE WEST LINE OF THE NE/4SW/4 OF SAID SECTION 7, N.0°26'39"W., A DISTANCE OF 1337.32 FEET (N.0°31'W. - 20.24 CHAINS - U.S. GENERAL LAND OFFICE RECORD) TO THE CENTER - WEST 1/16 CORNER AND POINT OF BEGINNING.

AND

THAT PART OF THE SE/4SW/4, SECTION 7, TOWNSHIP 34, NORTH RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE U.S. GENERAL LAND OFFICE BRASS CAP MONUMENTING THE SOUTHWEST 1/16 CORNER OF SAID SECTION 7, SAID CORNER IDENTICAL WITH THE NORTHWEST CORNER OF SAID SE/4SW/4 AND NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE NORTH LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE NORTH LINE OF SAID SE/4SW/4, N.89°37'57"E., (N.89°34'E. - U.S. GENERAL LAND OFFICE RECORD) A DISTANCE OF 531.75 FEET TO A GLOBAL ENGINEERING AND LAND SURVEYING, INC. ALUMINUM CAP MONUMENTING THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID CORNER IDENTICAL WITH THE NORTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF THE SE/4SW/4 OF SAID SECTION 7; THENCE THROUGH THE SE/4SW/4 OF SAID SECTION 7, ALONG THE EAST LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE WEST LINE OF THE PREVIOUSLY DESCRIBED PORTION OF SAID SE/4SW/4, S.0°16'36"E., A DISTANCE OF 1332.87 FEET TO A GLOBAL ENGINEERING AND LAND SURVEYING, INC. ALUMINUM CAP MONUMENTING THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE SOUTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF SAID SE/4SW/4, SAID CORNER BEING A POINT IN THE SOUTH LINE OF SAID SECTION 7 AND SOUTH LINE OF THE SE/4SW/4 THEREOF; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7 AND SOUTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF SAID SE/4SW/4, SAID CORNER BEING A POINT IN THE SOUTH LINE OF SAID SECTION 7 AND SOUTH LINE OF THE SE/4SW/4 THEREOF, IDENTICAL WITH THE SOUTH LINE OF THE PARCEL HEREIN DESCRIBED S.89°31'00"W., (U.S. GENERAL LAND OFFICE RECORD BEARING AND BASE BEARING) A DISTANCE OF 527.13 FEET TO THE U.S. GENERAL LAND OFFICE BRASSCAP MONUMENTING THE WEST 1/16 CORNER OF SAID SECTION 7 IN THE SOUTH LINE THEREOF, AND CORNER IDENTICAL WITH THE SOUTHWEST CORNER OF SAID SE/4SW/4 AND SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE WEST LINE OF SAID SE/4SW/4 IDENTICAL WITH THE WEST LINE OF THE PARCEL HEREIN DESCRIBED N.0°28'32"W., A DISTANCE OF 1333.94 FEET (N.0°31'W. - 20.23 CHAINS - U.S. GENERAL LAND OFFICE RECORD) TO THE SOUTHWEST 1/16 CORNER AND POINT OF BEGINNING

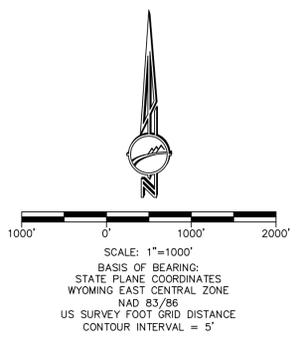
PID: 34790730004200

PARCEL 2:  
 TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M. .. NATRONA COUNTY, WYOMING  
 SECTION 13: SW/4, S/2SE/4, E/2SE/4NW/4, E/2NE/4, SW/4NE/4  
 PID: 34013100030000

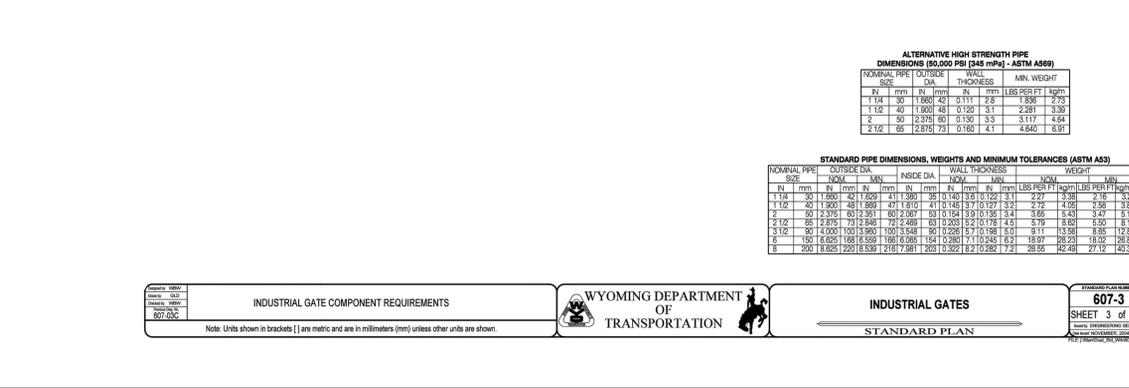
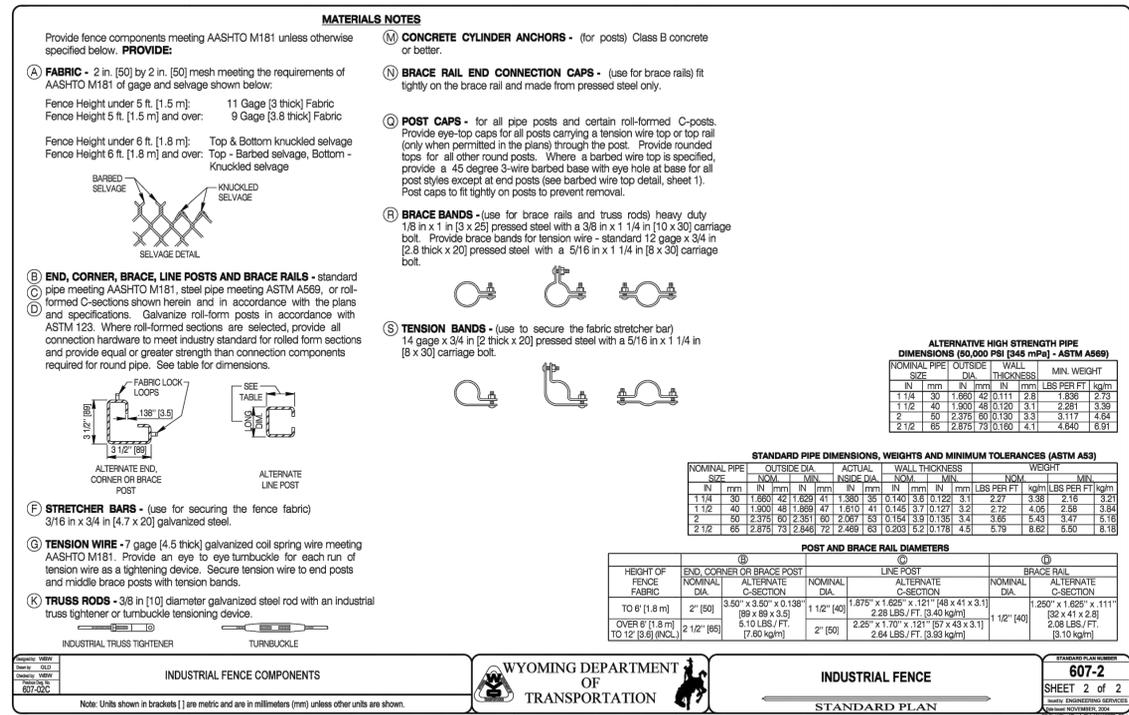
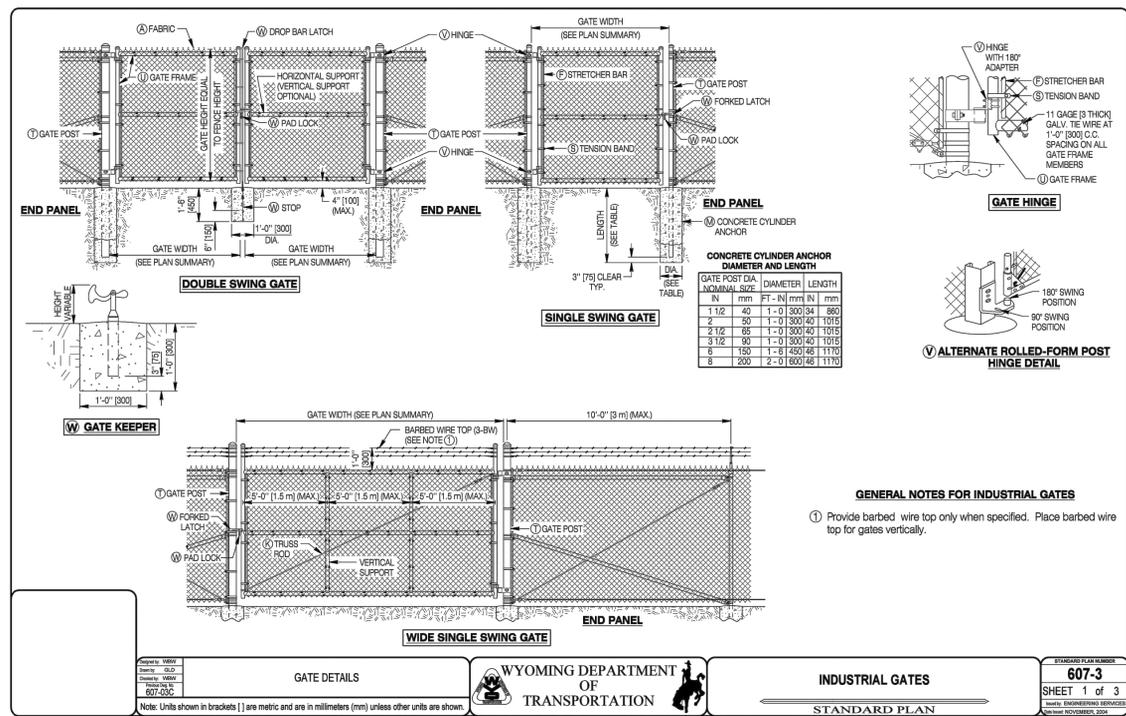
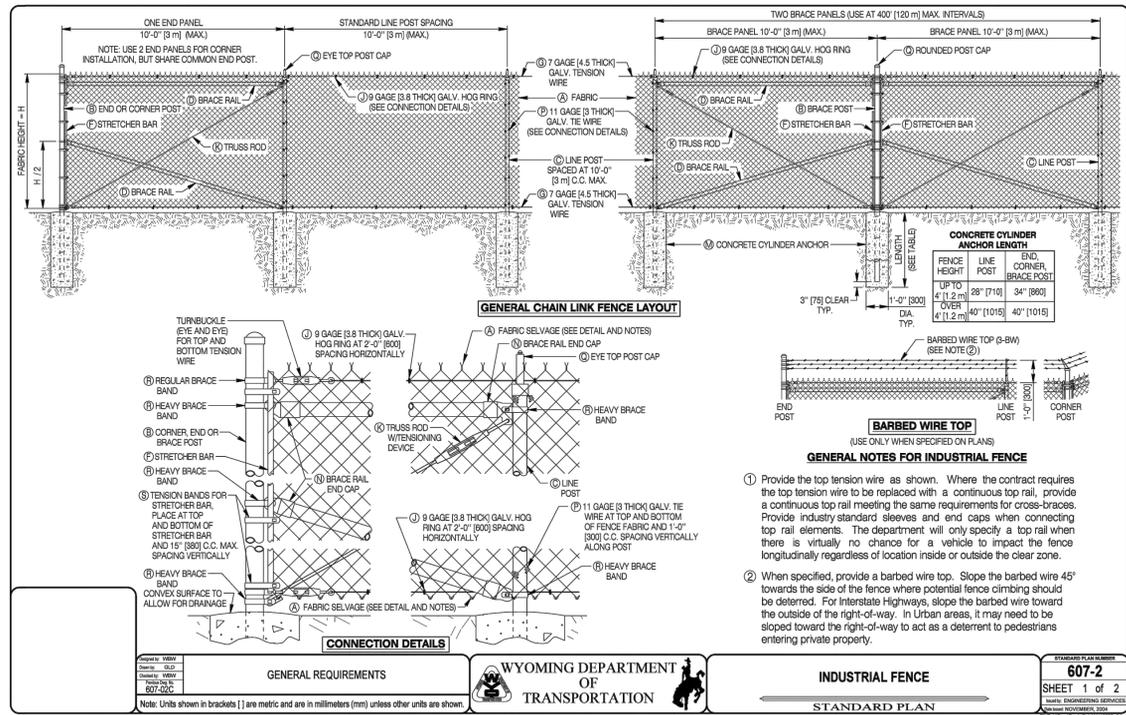
**FORGEY LAND AND LIVESTOCK:**

THE FOLLOWING LANDS SITUATED IN TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., ALL OF WHICH IS LOCATED IN NATRONA COUNTY WYOMING, TOTALING APPROXIMATELY 880 ACRES, MORE OR LESS DESCRIBED AS FOLLOWS:

SECTION 23: E/2, E/2NW/4  
 SECTION 25: N/2  
 SECTION 14: SE/4



N:\CLIENT\16988\16988-DINOSOLAR-SOLAR PLANT\DWG\16988-DESIGN\_DINOSOLAR.DWG



## Appendix B- Executed Lease Memoranda

After recording return to:  
Dinosolar, LLC  
3000 El Camino Real  
5 Palo Alto Square, Suite 700  
Palo Alto, CA 94306-2122  
Attn: Renewable Energy Assets



8/22/2016 11:04:40 AM NATRONA COUNTY CLERK  
Pages: 5

1017204

Renea Vitto  
Recorded: SA  
Fee: \$24.00  
ENYO RENEWABLE ENERGY

THIS SPACE FOR RECORDERS USE ONLY

### MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this "Memorandum"), is made, dated and effective as of July 29, 2016 (the "Effective Date"), between **Forgey Land and Livestock Corp.** a Wyoming corporation (together with its successors, assigns and heirs, "Landowner"), whose address is P.O. Box 2079, Mills, WY 82644, and **Dinosolar, LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Lessee"), whose address is 3000 El Camino Real, 5 Palo Alto Square, Suite 700, Palo Alto, CA 94306-2122, with regards to the following:

1. Landowner and Lessee did enter into that certain Ground Lease Agreement dated July 29, 2016 (the "Lease"), which affects the real property located in Natrona County, Wyoming, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Lease.

2. The Lease grants, and Landowner hereby grants, Lessee, among other things, the exclusive right to converting solar energy into electrical energy, and collecting, transmitting and distributing the electrical energy so converted, together with any and all other activities ancillary or related thereto. The Lease contains, among other things, certain Landowner and third party use and development restrictions on the Property.

3. The Lease term consists of a Development Period and an Operating Period. The "**Development Period**" is the period beginning on the Effective Date and continuing until the Operating Period Commencement Date (defined below). The Operating Period begins on the Operating Period Commencement Date and continues until the date that is forty (40) years thereafter, unless extended or sooner terminated as provided in this Lease (the "**Operating Period**"). The "**Operating Period Commencement Date**" means the earliest to occur of (i) the seventh (7th) anniversary of the Effective Date, (ii) the Generation Commencement Date, and (iii) the second (2nd) anniversary of the Lessee's delivery (if any) of the Commencement of Construction.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and Landowner and Lessee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Lease and Lessee's rights thereunder and hereunder. The terms, conditions and covenants of the Lease are set forth at length in the Lease and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Lease.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Landowner shall have no ownership, lien, security or other interest in any Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]





EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT  
LEGAL DESCRIPTION

The following lands situated in TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., all of which is located in Natrona County Wyoming, totaling approximately 880 acres, more or less described as follows:

SECTION 23: E/2, E/2NW/4

SECTION 25: N/2

SECTION 14: SE/4

**After recording return to:**  
Dinosolar, LLC  
c/o Map Royalty, Inc.  
3000 El Camino Real  
5 Palo Alto Square, Suite 700  
Palo Alto, CA 94306-2122  
Attn: Renewable Energy Assets

  
**3/13/2018 9:20:06 AM**      **NATRONA COUNTY CLERK**  
**Pages: 5**  
**1044462**  
Renea Vitto  
Recorded: GC  
Fee: \$24.00  
SNELL & WILMER LLP

THIS SPACE FOR RECORDERS USE ONLY

**MEMORANDUM OF GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this “**Memorandum**”), is made, dated and effective as of March 12, 2018 (the “**Effective Date**”), between **Glenna O. Feland, Trustee of the Feland Living Trust dated September 20, 1999** (together with its successors, assigns and heirs, “**Landowner**”), whose address is 203 E 20th St. Owasso, Oklahoma 74055, and **Dinosolar, LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, “**Lessee**”), whose address is 3000 El Camino Real, 5 Palo Alto Square, Suite 700, Palo Alto, CA 94306-2122, with regards to the following:

1. Landowner and Lessee did enter into that certain Ground Lease Agreement dated March 12, 2018 (the “**Lease**”), which affects the real property located in Natrona County, Wyoming, as more particularly described in **Exhibit A** attached hereto (the “**Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Lease.

2. The Lease grants, and Landowner hereby grants, Lessee, among other things, the exclusive right to converting solar energy into electrical energy, and collecting, generating, transmitting and distributing the electrical energy so converted, together with any and all other activities ancillary or related thereto; and (b) certain easements, including, without limitation, the Substation Easement. The Lease contains, among other things, certain Landowner and third party use and development restrictions on the Property.

3. The Lease term consists of a Development Period and an Operating Period. The “**Development Period**” is the period beginning on the effective date of the Lease and continuing until the Operating Period Commencement Date (defined below). The Operating Period begins on the Operating Period Commencement Date and continues until the date that is twenty (20) years thereafter, unless extended or sooner terminated as provided in the Lease (the “**Operating Period**”). The “**Operating Period Commencement Date**” means the earliest to occur of (i) the seventh (7th) anniversary of the Effective Date, or (ii) the date upon which any of the solar facilities that are being constructed on the Property have passed their initial performance tests and begin delivering electricity to the electric utility grid in commercial

performance tests and begin delivering electricity to the electric utility grid in commercial quantities. Under the Lease, Lessee has the right to extend the Operating Period for four (4) successive periods of five (5) years each.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and Landowner and Lessee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Lease and Lessee's rights thereunder and hereunder. The terms, conditions and covenants of the Lease are set forth at length in the Lease and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Lease.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Landowner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

8. Upon termination of this Lease, Lessee shall file a release of this Memorandum. If Lessee fails to record such a release upon termination of this Lease, Landowner may make written demand on Lessee to record such release. If within sixty (60) days of such written demand, Lessee fails to record such release, Lessor shall have the right to cause the Memorandum to be released by recording an affidavit stating that the Lease has been terminated, that written demand has been made on Lessee to record a release of the Memorandum, and that more than sixty (60) days has elapsed since such written demand was made. An affidavit to such effect shall be sufficient to release the Memorandum as an encumbrance of record against the Property.

[signature page to follow]





EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT  
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN NATRONA COUNTY,  
WYOMING CONTAINING 920 ACRES, MORE OR LESS:

TOWNSHIP 34 NORTH, RANGE 79 WEST, OF THE 6<sup>TH</sup> P.M., NATRONA COUNTY  
WYOMING

SECTION 18: NW/4

TOWNSHIP 34 NORTH, RANGE 80 WEST, OF THE 6<sup>TH</sup> P.M., NATRONA COUNTY  
WYOMING

SECTION 12: E/2, E/2W/2, W/2NW/4, NW/4SW/4

SECTION 13: W/2NW/4, W/2SE/4NW/4, E/2NE/4NW/4, NW/4NE/

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Dinosolar, LLC  
3000 El Camino Real  
5 Palo Alto Square, Suite 700  
Palo Alto, CA 94306  
Attn: Christine Watson Mikell



3/22/2018 9:26:45 AM

NATRONA COUNTY CLERK

Pages: 18

Renea Vitto  
Recorded: AK  
Fee: \$63.00  
SNELL & WILMER LLP

**1044823**

**TRANSMISSION FACILITIES EASEMENT AGREEMENT  
(Doris M. McMurry Revocable Trust Property)**

THIS TRANSMISSION FACILITIES EASEMENT AGREEMENT (this "*Agreement*") is made and executed to be effective as of February 14, 2018 (the "*Effective Date*") by and between the **Doris M. McMurry Revocable Trust, dated August 21, 1995**, collectively and individually, (together with his/her/their successors and assigns hereunder, "*Landowner*"); and **Dinosolar, LLC**, a Delaware limited liability company (together with its successors and assigns hereunder, "*Grantee*").

**RECITALS:**

A. Landowner is the owner of the approximately 226.84 acres of land (the "*Land*") situated in Natrona County, Wyoming, described in Exhibit A attached to and made a part of this Agreement, together with all other rights, interests, privileges and appurtenances pertaining to the Land, including any easements and other rights as may be necessary for ingress, egress and maintenance of the Land and any and all right, title and interest of Landowner in and to adjacent roads, streets, alleys or rights-of-way (the Land, together with such other items, the "*Easement Property*").

B. Grantee desires to use the Easement Property for development, construction, operation, use and maintenance of transmission facilities, and Landowner is willing to grant Grantee an easement therefor, subject to and upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

Section 1. Grant, Purpose and Use of Easement.

1.1. Grant. Landowner hereby grants and conveys to Grantee, for the purposes hereinafter set forth, an easement in gross (the "*Easement*"), no more than seventy-five (75') feet in width, upon, through, in, under, over, across, along, and above the Easement Property.

1.2. Purpose. The Easement shall be for the following purposes:

(a) The development, erection, construction, installation, repair, replacement, relocation, removal, maintenance, operation, inspection, and use of overhead and/or underground electrical transmission facilities, including, without limitation, poles, towers, transformers, and other structures, guys, wires, cables, conduits, and appurtenances thereto, any and all other facilities, equipment and improvements related thereto, and any other improvements whose purpose is to deliver or facilitate the delivery of electrical power to an electrical power grid or other system; and all improvements whose purpose is to provide telecommunication services, including those telecommunication services related to the delivery of electrical power, including, without limitation, fiber optic lines (the foregoing herein collectively called the "**Transmission Facilities**"); provided that all poles included in the Transmission Facilities shall be single poles made out of wood, steel or concrete and further provided that the minimum height of such poles shall be thirty-five ( 35 ) feet above the surface of the Land.

(b) Pedestrian and vehicular ingress, egress and access over and across the Easement Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct or improve from time to time; and

(c) Investigations, inspections, surveys, tests, and studies on the Land relating to the Easement.

1.3. Use. The Easement shall be for the use of Grantee and its employees, contractors, subcontractors, agents, licensees, invitees, successors and assigns.

Section 2. Term.

2.1. Generally. The Easement term shall commence on the Effective Date and shall be perpetual, unless sooner terminated as provided in this Agreement or by mutual written agreement of both parties.

2.2 Termination for Non-Use. If Grantee discontinues use of the Easement for a period greater than three (3) consecutive years (and such discontinuation does not pertain to reconstruction of the Transmission Facilities) or if Grantee has not completed the initial construction of the Transmission Facilities within seven (7) years of the Effective Date, Landowner shall provide written notice to Grantee of Landowner's intent to terminate this Agreement (such notice shall be provided only by hand delivery, express delivery service, freight prepaid, or by certified mail, postage prepaid, return receipt requested). Should Grantee not recommence use of the Easement for within ninety (90) days after receipt of such notice, this Agreement shall terminate effective as of the ninety-first (91<sup>st</sup>) day after Grantee's receipt of such termination notice.

Section 3. Payments to Landowner. In consideration of the rights granted under this Agreement, Grantee agrees to pay Landowner the amounts set forth in Schedule I attached to and made a part of this Agreement.

Section 4. Grantee's Covenants. Grantee hereby covenants to Landowner as follows:

4.1. Siting of Transmission Facilities. Grantee will consult with and consider Landowner's suggested locations for the Transmission Facilities on the Easement Property, but such suggestions shall not be binding on Grantee. Grantee will, however, cooperate with commercially reasonable requests by Landowner regarding the placement of Transmission Facilities in close proximity to roads and fences then located on the Easement Property.

4.2. Establishment of Transmission Corridor. The Transmission Facilities will be located within the area on the Easement Property depicted on Exhibit B attached hereto (the "**Transmission Corridor**"). Within six (6) months of the date when the initial Transmission Facilities on the Easement Area are constructed and become operational, Grantee shall prepare an as-built survey of the Transmission Facilities within the Transmission Corridor and then record such survey in the real property records of - Natrona County, Wyoming, in a "Designation of Transmission Corridor" instrument in substantially the form of Exhibit C attached to and made a part of this Agreement.

4.3. Gates and Fences. Grantee shall at all times keep all gates on the Easement Property closed except when open to permit the passage of vehicular and pedestrian traffic, and shall not permit livestock to stray or escape through such gates at any time. Grantee acknowledges that Landowner has a right to maintain locks on all exterior gates provided that Landowner shall provide Grantee with a key or with the combination to such locks. When installing a gate within Landowner's existing fence, Grantee agrees to make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fences of which they are part and become incorporated within. Alternatively, Landowner shall have the right to require Grantee to install a cattle guard in lieu of a gate.

4.4. Care and Appearance. Grantee, in its exercise of the Easement and other rights granted hereunder shall not willfully or negligently damage or destroy the Easement Property and shall keep the Easement Property clean and free of debris created by Grantee, its contractors, or others brought onto the Easement Property by Grantee. Promptly after completion of construction or maintenance operations in connection with the Easement, Grantee shall fill all ruts, holes and other depressions caused by such operations and restore all surfaces utilized to as near normal grade and level as is reasonably practicable. Grantee shall re-plant native grass seed, but not crops or other types of vegetation, on any unimproved portion of the Easement Property that was in native grassland prior to construction.

4.5. Insurance. Grantee shall procure and maintain at its sole cost and expense throughout the construction and operation phases of the Transmission Facilities on the Easement Property, a policy or policies of insurance in amounts not less than a combined single limit of \$5,000,000 per occurrence, insuring against any and all liability to the extent obtainable for property damage, bodily injury or death occasioned by or arising out of or in connection with the use, construction, and occupancy of the Transmission Facilities for which Lessee is liable hereunder. Upon request by Grantor, Grantee shall

name Grantor as an additional insured on the foregoing liability policies and provide Grantor with a copy of a certificate evidencing such liability insurance coverage

4.6. Removal and Restoration. Within twenty-four (24) months following the expiration of the Term, Grantee will remove all Transmission Facilities on the Easement Property to a depth required by applicable law, but not less than three feet (3') below grade, and restore the surface of the Easement Property as required by Section 4.4 of this Agreement, normal wear and tear excepted, all at Grantee's sole cost and expense. If Grantee does not complete the required removal and restoration within such twenty-four (24) month period, Landowner shall have the right to perform the same and to be reimbursed by Grantee for the actual and reasonable removal and restoration costs.

4.7. for Removal of Transmission Facilities. On or before the fifteenth (15th) anniversary of the completion of construction of the Transmission Facilities, Grantee shall provide security to cover the estimated removal costs associated with the Transmission Facilities on the Easement Property in accordance with Section 4.6 above. The security shall be, at Grantee's option, either a surety bond, a corporate guarantee (from a financially responsible entity that is reasonably acceptable to Grantor), a letter of credit, a cash deposit, or other security reasonably acceptable to Grantor (the selected security being herein referred to as the "**Removal Bond**"). The amount of the Removal Bond shall be the estimated cost of (i) removing the foregoing Transmission Facilities, net of their estimated salvage value, as estimated by a licensed professional engineer selected by Grantee, and (ii) restoration of the Easement Property in accordance with Section 4.6 above. The amount of the Removal Bond shall be updated every five (5) years after the initial estimate based on a new estimate by a licensed professional engineer selected by Grantee. Notwithstanding the foregoing, if a Repowering Event (as defined below) occurs prior to the fifteenth (15th) anniversary of the completion of construction, Grantee shall not be required to deliver the Removal Bond until the first day of the calendar year following the fifteenth (15th) anniversary of the completion of construction, unless a second Repowering Event has occurred, in which case Grantee shall not be required to deliver the Removal Bond until the fifteenth (15th) anniversary of the completion of such second Repowering Event. Once in place, Grantee shall keep the Removal Bond (or a replacement Removal Bond) in force throughout the remainder of the Term, except that upon the occurrence of a Repowering Event, Grantee may discontinue the Removal Bond until the fifteenth (15th) anniversary of the completion of the Repowering Event. In the event the county or other governmental authority requires Grantee to provide security for removal or decommissioning of a solar project, Grantee shall only be obligated to provide a single Removal Bond to that governmental authority consistent with the requirements of the governmental authority, and the governmental authority shall have access to the Easement Property pursuant to reasonable notice to effect or complete the required removal or decommissioning. In order to maximize the economies of scale associated with the removal of transmission facilities, Grantee may elect to have the net removal costs of the solar facilities calculated on the basis of the entire solar project and not on such costs solely for the Easement Property, and the Removal Bond may be provided on that basis. As used in this Section, a "**Repowering Event**" means the removal and replacement of the solar generating units, or portions thereof, on the project with new solar generating units or other components, outside of a

warranty event or replacement due to equipment failure or routine maintenance, to provide an output of equal or greater rated megawatt nominal capacity.

Section 5. Landowner's Representations, Warranties and Covenants. Landowner hereby represents, warrants and covenants to Grantee as follows:

5.1. Landowner's Authority. Landowner is the sole owner and holder of fee simple title to the surface estate of the Land, and Landowner (and the undersigned representative of Landowner, if any) has full power, authority, capacity and legal right to enter into, execute and deliver this Agreement, and to assign, warrant, set-over, transfer and convey the Easement Property pursuant to the terms of this Agreement. Each person signing this Agreement on behalf of Landowner is authorized to do so. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner and the Easement Property in accordance with its terms.

5.2. Requirements of Governmental Agencies. Landowner shall fully cooperate with Grantee, at no out-of-pocket expense to Landowner, with regard to Grantee's complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, relocation, replacement, maintenance, operation or removal of any Transmission Facilities, including execution of applications and consents for such approvals. In connection with any application by Grantee for a governmental use permit, approval, authorization or other consent, or any governmental review of any previously issued permit, including, without limitation, for the installation, continued operation, modification or replacement of Transmission Facilities on the Easement Property, Landowner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval if granted, at any administrative, judicial or legislative level.

5.3. Maintenance of Easement Property. Landowner shall operate and maintain the Easement Property so as not to materially interfere with Grantee's permitted use of the Easement Property. Landowner agrees that neither Landowner nor its agents, lessees, invitees, guests, or licensees will construct or install any structure or other improvement that is within the Transmission Corridor without the prior written consent of Grantee.

5.4. Hazardous Materials. To the best of Landowner's actual knowledge and belief, (i) there are no hazardous materials (as defined in any applicable environmental laws) located on the Easement Property in any amount which would require reporting under applicable environmental laws; and (ii) the Land has not been used for the generation, treatment, storage or disposal of hazardous materials.

5.5. Defense of Easement. Landowner shall warrant and defend the Easement and Grantee against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Landowner but not otherwise.

5.6. Third Parties. There are no currently existing options, rights of refusal, sales contracts, ground leases, or other such rights in favor of any third parties relating to

the Easement Property or any interest therein that could materially interfere with the development, construction or operation of Transmission Facilities on the Easement Property or that could materially and adversely affect Grantee's use of the Easement.

5.7. No Mortgages. There are no currently existing mortgages, deeds of trust, security instruments, or other monetary liens (other than the lien for real estate taxes not yet due and payable) affecting the Land which are superior to this Agreement or which could result in the termination of this Agreement except those listed on Exhibit D attached hereto.

5.8. No Interference. Landowner covenants and agrees that neither Landowner nor its agents, lessees, invitees, licensees, successors or assigns will (i) interfere with, impair or prohibit the use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Land; or (iii) take any action which will interfere with or impair Grantee's access to the Land for the purposes specified in this Agreement. Grantee shall have the right, without compensation to Landowner, to cut, prune and remove or otherwise dispose of any foliage or vegetation within the Easement Property that Grantee deems a threat or potential threat to the Transmission Facilities or its rights hereunder.

5.9. Priority. It is expressly agreed that this Agreement and the Easement shall be superior to the rights of the holder or holders of all mortgages, deeds of trust, or other security interests in the Land; provided, however, that if the Land is encumbered by a mortgage, deed of trust or another security instrument, Grantee will agree to subordinate its interest in this Agreement only if Landowner shall provide to Grantee a subordination, non-disturbance and attornment agreement reasonably acceptable to Grantee executed by the holder of any such mortgage, deed of trust or other security interest in the Land, which provides that such holder shall agree not to disturb Grantee's rights in the Land and the Easement (so long as Grantee is not in breach of any of the terms and conditions of this Agreement) in the event such holder acquires title to the Land through foreclosure (judicial or non-judicial), deed in lieu of foreclosure or otherwise.

Section 6. Exclusiveness of Easement within Transmission Corridor. The Easement and Grantee's rights and privileges thereunder shall be exclusive with respect to the Easement Property within the Transmission Corridor, and Landowner covenants not to convey any other conflicting easement or conflicting rights with respect to the Easement Property within the Transmission Corridor. However, Grantee agrees that Landowner may, or allow a third party to, undertake the exploration and development of oil, gas and other minerals on or under the Easement Property; provided, however, that Landowner agrees that when within the reasonable control of Landowner, any improvements relating to such oil, gas and other mineral interests on or under the Easement Property will be installed and operated so as to not interfere with the Transmission Facilities, Grantee's operations related thereto or Grantee's rights hereunder.

Section 7. Warranty. Except as expressly provided herein, Landowner has made no representation or warranty, express or implied, as to the condition or quality of the Easement

Property, now or in the future, and Grantee is relying solely upon its own determinations and conclusions about such condition, quality and suitability.

Section 8. Assignments, Subeasements, and Financings.

8.1. Assignments and Subeasements. After obtaining Landowner's written consent, which shall not be unreasonably withheld, delayed or denied, Grantee shall have the absolute right to assign this Agreement and its rights hereunder, directly or collaterally and in whole or in part, or enter into any subeasement agreements under this Agreement. Grantee will notify Landowner, by certified mail, thirty (30) days in advance of any proposed Assignment, seeking Landowner's consent and Landowner agrees to respond to said request within ten (10) days of receipt. Should Landowner not respond to Grantee's request to assign within ten (10) days then Landowner hereby waives its right to consent as provided for above. In the event Grantee enters into any subeasement agreements under this Agreement, Landowner shall accept performance of any of Grantee's obligations hereunder by or at the instigation of any subeasement holder as if the same had been done by Grantee. Any assignment of Grantee's interest in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the assignee. Grantee shall have the right to record a notice of any assignment of its interest in this Agreement in the real estate records of the county where the Land is located.

8.2. Financings by Grantee. Grantee and any of its assignees or subeasement holders may collaterally assign, mortgage or otherwise encumber its respective interest in this Agreement, any subeasement or the Easement Property to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "**Financing Party**" means any party or institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including lease financing) to or for the benefit of Grantee, any subeasement holders or their respective successors or assigns. The term "**Mortgage**" means any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's or any subeasement holder's interest in this Agreement, any subeasement agreement or the Easement Property is collaterally assigned, mortgaged or otherwise encumbered to secure a debt or other obligation to a Financing Party. Each Financing Party who provides notice to Landowner of its Mortgage shall be referred to as "**Mortgagee**".

8.3. Estoppels. Landowner shall execute such estoppel certificates (certifying as to such matters as Grantee or any Mortgagee may reasonably request) and consents to any assignment or collateral assignment permitted hereunder as Grantee or any Mortgagee may reasonably request from time to time.

Section 9. Ownership of Transmission Facilities. Landowner shall have no ownership or other interest in any Transmission Facilities installed on the Easement Property or elsewhere, and Grantee may remove any or all Transmission Facilities or other facilities at any time. In addition, Grantee shall control all decisions relating to the installation, operation or maintenance of any Transmission Facilities or other facilities owned by Grantee.

Section 10. Notices. All notices, requests, and communications ("**Notices**") shall be in writing and shall be made by hand delivery, express delivery service, freight prepaid, or by certified mail, postage prepaid, return receipt requested. Except as otherwise provided in this Section 2.2 of this Agreement, notices may also be given by facsimile or e-mail, provided the Notices are concurrently given by one of the above methods. Any such Notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery service; (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid; (d) if notice is given by email, on the date delivery thereof is acknowledged by the receiving party, evidenced by the sender's receipt of a receipt evidencing delivery from its email program, or the sender of an email notice otherwise does not receive any indication that such email did not get delivered properly to the applicable recipient; or (e) if notice is given by facsimile, on the date of the transmission thereof, as evidenced by a successful transmission log of the sender's fax machine. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver. Notices will be delivered or addressed to the parties at the addresses or facsimile numbers or email addresses set forth below or at such other address or number as a party may designate to the other party in writing.

If to Landowner:

Doris M. McMurry Revocable Trust  
P.O. Box 50790  
Casper, WY 82605  
Attn: Lorrie Hogan  
Phone: 307-473-1407  
Fax: —  
E-mail: Lhogan@LOL-LLC.com

If to Grantee:

Dinosolar, LLC  
3434 E Bengal Blvd # 180  
Salt Lake City, Utah 84121  
Attn: Christine Watson Mikell  
Phone: 801-455-1045  
E-mail: christine@enyo-energy.com

with a copy to:

Snell & Wilmer L.L.P.  
Gateway Tower West  
15 W. South Temple, Suite 1200□  
Salt Lake City, Utah 84101  
Attn: Leeza Evensen  
Direct: 801-257-1882□  
Fax: (801) 257-1800  
E-mail: [levensen@swlaw.com](mailto:levensen@swlaw.com)

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

Section 11. Miscellaneous.

11.1. Successors and Assigns. The Easement shall burden the Easement Property as the servient tenement and shall run with the Easement Property and be binding on Landowner and on all subsequent owners of the Easement Property. The Easement shall inure to the benefit of and be binding upon Landowner and Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. Reference to Grantee in this Agreement shall be deemed to include successors and assignees of Grantee.

11.2. Entire Agreement; Amendments. This Agreement and the Exhibits attached hereto constitute the entire agreement of Landowner respecting its subject matter. Any agreement, understanding or representation respecting the Easement Property, or the Easement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended, except in writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement, course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

11.3. Governing Law; Venue. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State in which the Land is located.

11.4. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

11.5. Recording of Agreement. The parties agree that this Agreement shall be recorded at the election of Grantee in the real property records of the county or counties in which the Land is located; however, Schedule I will not be included in the counterpart of the Agreement to be recorded in such county records. In no event may the absence of Schedule I in the counterpart of this Agreement recorded in the county records be deemed

to invalidate the effectiveness of this Agreement nor invalidate the effectiveness and inclusion of the terms of Schedule I with the other terms of this Agreement. In lieu of recording this Agreement, Grantee may elect to record a memorandum hereof in the real property records, in a form acceptable to the parties in their reasonable discretion, which form shall not contain any of the financial provisions of this Agreement.

11.6. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

11.7. Landowner's Consent. If Landowner's consent is required under the terms of this Agreement, such consent shall not be unreasonably withheld, conditioned, or delayed. If Grantee submits a request for Landowner's consent under this Agreement and Landowner has not advised Grantee in writing of its approval or disapproval of such submission within ten (10) business days following its receipt, such submission will be deemed approved by Landowner.

11.8. Attorney's Fees. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes, and any judgment or decree rendered in any such actions or proceedings which shall include an award thereof.

11.9. Time. Time is of the essence in this Agreement. If the final day of any period of time set forth in any provision of this Agreement falls on a Saturday, Sunday, federal holiday, or legal holiday under the laws of the State in which the Land is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or such legal holiday.

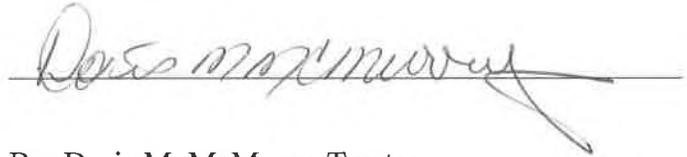
11.10. Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

*[Signature page follows]*

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

**LANDOWNER:**

Doris M. McMurry Revocable Trust, dated August  
21, 1995

A handwritten signature in cursive script, appearing to read "Doris McMurry", is written over a horizontal line.

By: Doris M. McMurry, Trustee

**GRANTEE:**

Dinosolar, LLC, a Delaware limited liability  
company

A handwritten signature in cursive script, appearing to read "Christine Mikell", is written over a horizontal line.

By: Christine Watson Mikell, Manager



[Page intentionally omitted.]

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

The following lands situated in Natrona County, Wyoming, totaling approximately 226.84 acres, more or less:

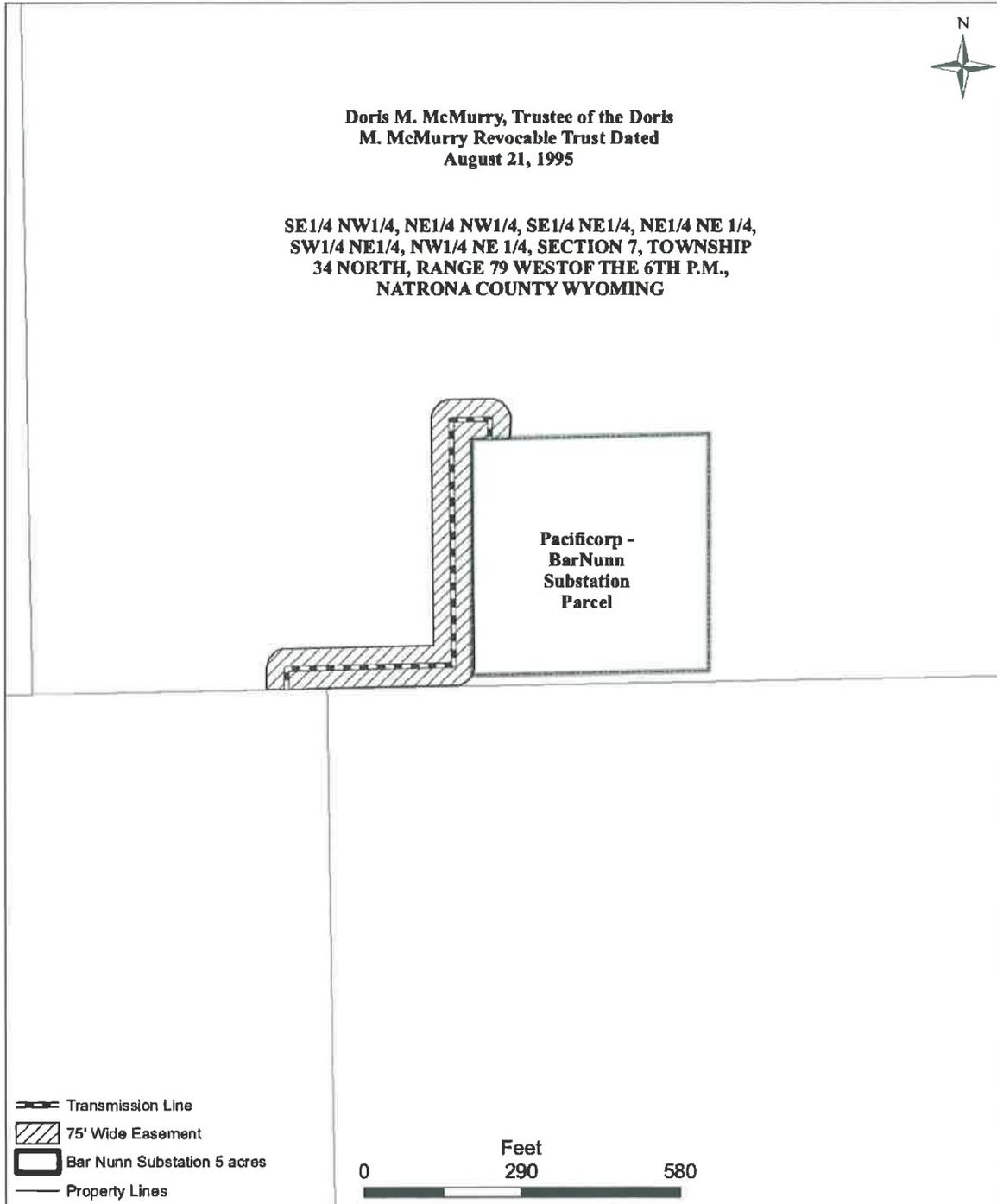
A PARCEL LOCATED IN AND BEING A PORTION OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 7, TOWNSHIP 34 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL AND A POINT 50 FEET NORTHERLY AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 7, AND FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 7, BEARS S.86°02'30"W., 768.88 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N.0°37'39"W., 466.70 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, N.89°46'12"E., 466.70 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S.0°37'39"E., 466.70 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL AND A POINT 50 FEET NORTHERLY AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 7; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 50 FEET NORTHERLY, PERPENDICULAR AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SECTION 7, S.89°46'12"W., 466.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT WIDE PERPETUAL, NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE LAND DESCRIBED IN EXHIBIT "A" AND SHOWN ON THE MAP IN EXHIBIT "B" FOR THE BENEFIT OF AND APPURTENANT TO THE PARCEL OF LAND DESCRIBED ABOVE.

PID: 34790710001000

# Exhibit B



**EXHIBIT C**

**DESIGNATION FORM**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Dinosolar, LLC  
3434 E Bengal Blvd. #180  
SLC, UT 84121  
Attn: Christine Mikell

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**DESIGNATION OF TRANSMISSION CORRIDOR**

THIS DESIGNATION OF TRANSMISSION CORRIDOR (this “*Designation*”) is executed to be effective as of \_\_\_\_\_.

**RECITALS:**

A. [\_\_\_\_\_] (collectively and individually, together with his/her/their successors and assigns hereunder, “*Landowner*”); and Dinosolar, LLC, a Delaware limited liability company (together with its successors and assigns hereunder, “*Grantee*”), entered into that certain Transmission Facilities Easement Agreement (as the same may be amended from time to time, the “*Easement Agreement*”) dated as of [\_\_\_\_\_] and recorded in Book [\_\_\_\_], Page [\_\_\_\_], of the real property records of Natrona County, Wyoming, which, among other things, sets forth the terms of an easement for transmission facilities and related uses upon, through, under, over, across and above the real property described in Exhibit A attached to this Designation (the “*Easement Property*”).

Pursuant to Section 4.2 of the Easement Agreement, Grantee agreed that once the initial Transmission Facilities (as defined in the Easement Agreement) were constructed on the Easement Property and became operational, Grantee would record this Designation to evidence of record the Transmission Corridor (as defined in the Easement Agreement) where the Transmission Facilities are located.

NOW, THEREFORE, Grantee hereby states as follow:

1. Designation. The Transmission Corridor defined and described in Section 4.2 of the Easement Agreement is located on the Easement Property as indicated in Exhibit B attached to and made a part of this Agreement.
2. Exclusiveness of Easement within Transmission Corridor. The Easement and Grantee’s rights and privileges thereunder shall be exclusive with respect to the Easement Property within the Transmission Corridor.

IN WITNESS WHEREOF, this Designation is executed by Grantee as of the date first above written.

**GRANTEE:**

Dinosolar, LLC, a Delaware limited liability company

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By: Christine Watson Mikell, Manager

*[To be added: Acknowledgements, Exhibit A with legal description of Easement Property, and Exhibit B with as-built survey of the Transmission Corridor]*

*[If Easement Agreement has been assigned, Designation to be executed by then current easement holder]*

**EXHIBIT D**

**EXISTING MONETARY LIENS**

None

**After recording return to:**  
Dinosolar, LLC  
c/o Map Royalty, Inc.  
3000 El Camino Real  
5 Palo Alto Square, Suite 700  
Palo Alto, CA 94306-2122  
Attn: Renewable Energy Assets



11/3/2017 2:14:35 PM  
Pages: 7

NATRONA COUNTY CLERK

**1039166**

Renea Vitto  
Recorded: CK  
Fee: \$30.00  
FIRST AMERICAN TITLE

THIS SPACE FOR RECORDERS USE ONLY

### MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this “**Memorandum**”), is made, dated and effective as of October 30, 2017 (the “**Effective Date**”), between **North Forge Ranch Inc.**, a Wyoming Statutory Close Corporation (together with its successors, assigns and heirs, “**Landowner**”), whose address is P.O. Box 1268 Casper, Wyoming 82602, and **Dinosolar, LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, “**Lessee**”), whose address is 3000 El Camino Real, 5 Palo Alto Square, Suite 700, Palo Alto, CA 94306-2122, with regards to the following:

1. Landowner and Lessee did enter into that certain Ground Lease Agreement dated October 30, 2017 (the “**Lease**”), which affects the real property located in Natrona County, Wyoming, as more particularly described in **Exhibit A**, and cross hatched on the map attached hereto as Exhibit A-1 (the “**Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Lease.

2. The Lease grants, and Landowner hereby grants, Lessee, among other things, the exclusive right to converting solar energy into electrical energy, and collecting, generating, transmitting and distributing the electrical energy so converted, together with any and all other activities ancillary or related thereto; and (b) certain easements, including, without limitation, the Substation Easement. The Lease contains, among other things, certain Landowner and third party use and development restrictions on the Property.

3. The Lease term consists of a Development Period and an Operating Period. The “**Development Period**” is the period beginning on the effective date of the Lease and continuing until the Operating Period Commencement Date (defined below). The Operating Period begins on the Operating Period Commencement Date and continues until the date that is twenty (20) years thereafter, unless extended or sooner terminated as provided in the Lease (the “**Operating Period**”). The “**Operating Period Commencement Date**” means the earliest to occur of (i) the seventh (7th) anniversary of the Effective Date, or (ii) the date upon which any of the solar facilities that are being constructed on the Property have passed their initial performance tests and begin delivering electricity to the electric utility grid in commercial

quantities. Under the Lease, Lessee has the right to extend the Operating Period for four (4) successive periods of five (5) years each.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and Landowner and Lessee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Lease and Lessee's rights thereunder and hereunder. The terms, conditions and covenants of the Lease are set forth at length in the Lease and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Lease.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Landowner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

8. In the event an Alta survey or title policy reveals that the legal description in Exhibit A contains any error, or that legal description in Exhibit A does not include the Property depicted in Exhibit A-1, Landowner agrees that Lessee has the right to unilaterally prepare and record a corrected memorandum with the updated legal description contained in Exhibit A.

9. Upon termination of this Lease, Lessee shall file a release of this Memorandum. If Lessee fails to record such a release upon termination of this Lease, Landowner may make written demand on Lessee to record such release. If within sixty (60) days of such written demand, Lessee fails to record such release, Lessor shall have the right to cause the Memorandum to be released by recording an affidavit stating that the Lease has been terminated, that written demand has been made on Lessee to record a release of the Memorandum, and that more than sixty (60) days has elapsed since such written demand was made. An affidavit to such effect shall be sufficient to release the Memorandum as an encumbrance of record against the Property.

*[signature page to follow]*





EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT  
LEGAL DESCRIPTION

**Parcel 1:**

TOWNSHIP 34 NORTH, RANGE 79 WEST OF THE 6TH P.M. NATRONA COUNTY,  
WYOMING

SECTION 7: W/2SW/4

AND

PART OF THE NE/2SW/4, SECTION 7, TOWNSHIP 34 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE U.S. GENERAL LAND OFFICE BRASS CAP MONUMENTING THE CENTER – WEST 1/16 CORNER OF SAID SECTION 7, SAID CORNER IDENTICAL WITH THE NORTHWEST CORNER OF THE NE/4SW/4 OF SAID SECTION 7 AND NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE EAST-WEST (LATITUDINAL) CENTER LINE OF SAID SECTION 7, IDENTICAL WITH THE NORTH LINE OF THE PARCEL HEREIN DESCRIBED AND NORTH LINE OF THE NE/4SW/4 OF SAID SECTION 7, N.89°45'00"E., (N.89°37'E. – U.S. GENERAL LAND OFFICE RECORD) A DISTANCE OF 534.94 FEET TO THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID CORNER IDENTICAL WITH THE NORTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF THE NE/4SW/4 OF SECTION 7; THENCE THROUGH THE NE/4SW/4 OF SAID SECTION 7, ALONG THE EAST LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE WEST LINE OF THE PREVIOUSLY DESCRIBED PORTION OF SAID NE/4SW/4, S.0°18'27"E., A DISTANCE OF 1336.23 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE SOUTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF SAID NE/4SW/4, SAID CORNER BEING A POINT IN THE SOUTH LINE OF SAID NE/4SW/4 AND MONUMENTED WITH A GLOBAL ENGINEERING AND LAND SURVEYING, INC. ALUMINUM CAP; THENCE ALONG THE SOUTH LINE OF THE PARCEL HEREIN DESCRIBED AND SOUTH LINE OF THE NE/4SW/4 OF SAID SECTION 7, S.89°37'57"W., (S.89°34'W. – U.S. GENERAL LAND OFFICE RECORD) A DISTANCE OF 531.75 FEET TO THE U.S. GENERAL LAND OFFICE BRASS CAP MONUMENTING THE SOUTHWEST 1/16 CORNER, IDENTICAL WITH THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND SOUTHWEST CORNER OF THE NE/4SW/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE WEST LINE OF THE NE/4SW/4 OF SAID SECTION 7, N.0°26'39"W., A DISTANCE OF 1337.32 FEET (N.0°31'W. – 20.24 CHAINS – U.S. GENERAL LAND OFFICE RECORD) TO THE CENTER – WEST 1/16 CORNER AND POINT OF BEGINNING.

AND

THAT PART OF THE SE/4SW/4, SECTION 7, TOWNSHIP 34, NORTH RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE U.S. GENERAL LAND OFFICE BRASS CAP MONUMENTING THE SOUTHWEST 1/16 CORNER OF SAID SECTION 7, SAID CORNER IDENTICAL WITH THE NORTHWEST CORNER OF SAID SE/4SW/4 AND NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE NORTH LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE NORTH LINE OF SAID SE/4SW/4, N.89°37'57"E., (N.89°34'E. – U.S. GENERAL LAND OFFICE RECORD) A DISTANCE OF 531.75 FEET TO A GLOBAL ENGINEERING AND LAND SURVEYING, INC. ALUMINUM CAP MONUMENTING THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID CORNER IDENTICAL WITH THE NORTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF THE SE/4SW/4 OF SAID SECTION 7; THENCE THROUGH THE SE/4SW/4 OF SAID SECTION 7, ALONG THE EAST LINE OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE WEST LINE OF THE PREVIOUSLY DESCRIBED PORTION OF SAID SE/4SW/4, S.0°16'36"E., A DISTANCE OF 1332.87 FEET TO A GLOBAL ENGINEERING AND LAND SURVEYING, INC. ALUMINUM CAP MONUMENTING THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL WITH THE SOUTHWESTERLY CORNER OF THE PREVIOUSLY DESCRIBED PORTION OF SAID SE/4SW/4, SAID CORNER BEING A POINT IN THE SOUTH LINE OF SAID SECTION 7 AND SOUTH LINE OF THE SE/4SW/4 THEREOF; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7 AND SOUTHLINE OF THE SE/4SW/4 THEREOF, IDENTICAL WITH THE SOUTH LINE OF THE PARCEL HEREIN DESCRIBED S.89°31'00"W., (U.S. GENERAL LAND OFFICE RECORD BEARING AND BASE BEARING) A DISTANCE OF 527.13 FEET TO THE U.S. GENERAL LAND OFFICE BRASSCAP MONUMENTING THE WEST 1/16 CORNER OF SAID SECTION 7 IN THE SOUTH LINE THEREOF, AND CORNER IDENTICAL WITH THE SOUTHWEST CORNER OF SAID SE/4SW/4 AND SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE WEST LINE OF SAID SE/4SW/4 IDENTICAL WITH THE WEST LINE OF THE PARCEL HEREIN DESCRIBED N.0°28'32"W., A DISTANCE OF 133.94 FEET (N.0°31'w. – 20.23 CHAINS – U.S. GENERAL LAND OFFICE RECORD) TO THE SOUTHWEST 1/16 CORNER AND POINT OF BEGINNING

PID: 34790730004200

**Parcel 2:**

TOWNSHIP 34 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING

SECTION 13: SW/4, S/2SE/4, E/2SE/4NW/4, E/2NE/4, SW/4NE/4

PID: 3401310003000

EXHIBIT A-1 TO MEMORANDUM OF GROUND LEASE AGREEMENT  
MAP

