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LINCOLN COUNTY, NV
This is a no fee document
NO FEE
LC CLERK

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OFFICIAL RECORD
AMY ELMER, RECORDER

Development Agreement - Sharet Holdings II, LLC
Title of Document

Affirmation Statement

✓ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: _____
(State specific law)

Signature Clerk
Title

Lisa Lloyd
Print

1/9/24
Date

Grantees address and mail tax statement:

_____

_____

_____

DEVELOPMENT AGREEMENT

between

COUNTY OF LINCOLN, NEVADA

and

Sharet Holdings II, LLC

pertaining to:

Escape Solar Project

Table of Contents

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into by and between the County of Lincoln, Nevada ("**County**") and Sharet Holdings II, LLC, ("**Owner**"). Owner owns the real property described in Exhibit A hereto (the "**Property**"). Owner and County may be referred to herein each as a "**Party**" and together as the "**Parties.**" This Agreement is legally effective when signed and dated by both Parties (the "**Effective Date**"). The Agreement is for the development of the Escape Solar Project as defined in Section 5.

SECTION 1: DEFINITIONS

"Agreement" has the meaning ascribed to it in the first paragraph of this Agreement. Agreement includes all addenda and exhibits incorporated by reference and all amendments that have become effective.

"Building Permit" means an official authorization by the County Building Official to commence construction of a building or structure.

"Commission" means the County Commission as the governing body of the County.

"Effective Date" means the latest date of the signatures of the Parties to this Agreement.

"Existing Rules" shall have the meaning set forth in Section 3.2.A of this Agreement.

"Owner" means Sharet Holdings II, LLC or any subsequent owner of the property, including the anticipated transfer to Escape Solar LLC or its subsidiary as set forth in Section 3.5 of this Agreement.

"Property" means the real property described in Exhibit A.

"Project" means the proposed development of the Property as described in this Agreement and commonly referred to as the Escape Solar Project.

"Subsequent Approvals" shall have the meaning set forth in Section 4.1 of this Agreement.

"Subsequent Rules" shall have the meaning set forth in Section 3.2.B of this Agreement.

SECTION 2: RECITALS, FACTS, AND FINDINGS

2.1 Recitals, Facts, and Findings of the Parties.

This Agreement is predicated upon the following facts and findings:

A. **Statutory Authorization**. The County is authorized by law and NRS including, but not limited to, NRS Chapters 278.0201 through 278.0207, inclusive, to enter into binding agreements with persons having a legal or equitable interest in real property to establish long range plans concerning the development of such property.

B. **Ownership Interest**. Owner represents that it has acquired fee title ownership of the Property. Owner represents that it anticipates conveying fee title ownership of the Property to Escape Solar LLC or its subsidiary as set forth below.

C. **County Authorization and Hearing**. The Commission, having given notice as required by law, held a public hearing on Owner's application seeking approval of this Agreement. At the described meeting, the Commission found that the form of the Agreement is consistent with the Commission's plans, policies and regulations, and that the execution of this Agreement by and on behalf of the County is in the public interest and is lawful in all respects.

D. **County Intent**. County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law and this Agreement to provide for public services and to promote the health, safety, and general welfare of County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Project in relation to surrounding areas.

E. **Owner Intent**. Owner wishes to obtain reasonable assurances from the County that Owner may develop the Project in accordance with the Existing Rules subject to the conditions established in this Agreement. The nature of the Project and the type and extent of the public and private improvements to be provided in mitigation of the Project's impacts, justify Owner's reasonable expectation of proceeding with the Project to completion.

F. **Public Facilities and Services**. The Parties recognize that other owners and/or developers have entered into development agreements pursuant to Title 14 of the County Code which may provide for cost-sharing, reimbursement, pro rata cost obligations, or other procedures for development of public facilities and government services within the Toquop Township PUD. To the extent other development agreements contemplate obligations inconsistent with those set

forth herein, it is the intent of the Parties to exclude the Property from such obligations based on the nature of the Project, the minimal government services anticipated to serve the Project, and the alternative methods for government services as further set forth in Section 4 herein. To the extent the Property is later used for other purposes or requires significantly more services than contemplated, a further agreement will address cost-sharing, reimbursement, pro rata cost obligations, or other procedures for development of public facilities or government services.

SECTION 3: GENERAL PROVISIONS

3.1 Reliance of Owner on Existing Rules.

Subject to the requirements of Sections 3.3 and 3.4 below, and the prohibition on physical development until Subsequent Approvals are obtained as set forth in Section 4 below, County acknowledges and agrees, and hereby grants herewith to Owner, a right to develop the Property in accordance with the terms and conditions of this Agreement and the Existing Rules. In the event of a conflict between the Existing Rules and this Agreement, the more restrictive shall govern. Any rights granted herein vest according to applicable Nevada law.

3.2. Application of Subsequently-Enacted Ordinances, Resolutions, or Regulations.

A. The following rules shall apply to the Project as they existed on the Effective Date (these are defined as the "**Existing Rules**"):

1. Title 14, Toquop Township PUD of the Lincoln County Code;
2. The (Lincoln) County Master Plan.

B. The County may apply any enactment, amendment, modification, or change of the following rules after the Effective Date (these are the "**Subsequent Rules**"):

1. Applicable state and federal laws and regulations, including building, construction, health, and life safety codes;
2. Fees, monetary payments, submittal requirements, and review procedures prescribed by ordinance, which are uniformly applied to all applications for permits within the County's jurisdiction, including fees required for the issuance of land use approvals, Building Permits, plan checks, or inspections, based upon actual staff review time or similar administrative costs to the County.

C. Absent written agreement of the Parties, and other than the Subsequent Rules

described in Subsection B above, no subsequent enactment, amendment, modification, or change of the Existing Rules shall apply to the Project that would:

1. Prevent all or a portion of the Property from being developed, used, operated or maintained in accordance with the terms and conditions of this Agreement or the Existing Rules;
2. Limit or reduce the density or intensity of development on the Property, or any part thereof, to a density or intensity that is lower than that specified in this Agreement or the Existing Rules;
3. Modify any land use designation or permitted or conditional use of the Property in a manner inconsistent with this Agreement or the Existing Rules;
4. Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any portion of the Property except as specifically permitted by this Agreement and the Existing Rules;
5. Impose any tax, condition, dedication or exaction that would conflict with this Agreement or the Existing Rules;
6. Require the issuance of discretionary or nondiscretionary permits or approvals by County other than those identified in the Agreement;
7. Apply to the Property any provision, condition or restriction that would be inconsistent with this Agreement and the Existing Rules.

3.3 Cancellation or Amendments to Development Agreement.

Owner or County may submit, for the consideration of the other Party, amendments to this Agreement or the proposed cancellation of this Agreement, as provided in NRS Chapter 278.0205. Except as provided by NRS Chapter 278.0205(1) and this Agreement, any cancellation of or amendment to this Agreement must be approved by all Parties with notice, publication and recordation as required by NRS Chapter 278.0205(2) and 278.0207, or other applicable law.

3.4 Term of Agreement.

The term of this Agreement shall commence upon the Effective Date and shall expire Twenty (20) years thereafter unless lawfully cancelled, revoked, or extended, as provided in this Agreement and Chapter 278 of NRS.

3.5 Runs With The Land; Binding Effect of Agreement on Successors in Interest.

The terms and provisions of this Agreement shall run with the land and shall bind and inure to the benefits of the Parties' respective successors-in-interest. The Parties

anticipate a transfer of ownership from Owner to Escape Solar LLC or its subsidiary. In the event of such a transfer, no notices shall be required other than to notify County of the transfer.

3.6 Notices.

All notices, demands, and correspondences provided for under this Agreement shall be in writing and delivered (1) in person, (2) mailed by certified mail postage prepaid, return receipt requested, or (3) by recognized overnight courier service, to the following addresses:

To County:
Lincoln County Planning and Building
P. O. Box 329
Pioche, NV 89043

with a copy to:
Office of the District Attorney
Lincoln County
P. O. Box 60
Pioche, NV 89043

To Owner:
Sharet Holdings II, LLC
253 Silver Beach Drive
Henderson, NV 89052

To Escape Solar LLC:
Estuary Power
50 W. Liberty Street, Suite 430
Reno, Nevada 89501

Either Party may change its address by giving notice in writing to the other. Notices given in the manner described shall be deemed delivered on the date of delivery.

3.7 Recording; Amendments.

Promptly after the Effective Date, an executed original of this Agreement shall be recorded in the Official Records of Lincoln County, Nevada, with all conditions and exhibits. All amendments to this Agreement shall be in writing signed by the appropriate officers of County and Owner in a form suitable for recordation in the Official Records of Lincoln County, Nevada. Upon the completion of performance of this Agreement or its cancellation, revocation, or termination, a statement evidencing

said completion or revocation signed by appropriate officers of County and Owner shall be recorded in the Official Records of Lincoln County, Nevada.

SECTION 4: PROJECT DEVELOPMENT, SERVICES AND FACILITIES

4.1 Permitting.

"Subsequent Approvals" means all necessary permits for the grading and construction of the Project required by County and consistent with the Subsequent Rules, if any, listed in Section 3.2B and which are set forth in Exhibit B.

4.2 General Process.

The Parties agree that the Project may be developed in multiple segments or phases and at the Owner's discretion. Each segment or phase will require the submittal of applicable design drawings consistent with the requirements of Subsequent Approvals. The Parties also agree that applicable Subsequent Approvals shall be required for each segment. The approval process is further described below.

4.3 Reserved

4.4 Transportation and Drainage Improvements.

Owner will complete specific Project-related transportation and drainage improvements that will be submitted to the County when the Project submits Subsequent Approvals. The goal of the drainage improvements will be to manage site flows, with the objective of not increasing off-site flows relative to current conditions. If the Project is developed in multiple segments, the transportation and drainage improvements within the footprint of each segment will be completed at the same time that the segment is completed.

4.5 Utility Water and Sewer Service.

The Project falls within the jurisdiction or service territory of the Lincoln County Water District. Owner shall obtain approval for alternative source of water, potable and non-potable, from the Lincoln County Water District or other source prior to commencement of construction.

In terms of sewer, onsite operation and maintenance facilities may be served by individual disposal systems or by septic systems approved by the County.

It is understood by both Parties that during the term of this Agreement, permanent water and/or sewer utilities may become available within, or within close proximity

to the project. Parties agree that connection to permanent utility water and/or sewer supply may be required.

Construction water shall be supplied by Owner.

4.6 Utility Power Service.

Utility power service for the Project shall be supplied by the Owner. Owner shall obtain approval for service to the project from Lincoln County Power District #1.

4.7 Fire Protection.

The Project is situated within the jurisdiction of the Lincoln County Fire Protection District. However, the Parties anticipate that general emergency service would be provided by the Mesquite Fire Department through mutual aid agreements or other similar mechanism negotiated by the Parties with appropriate government authorities.

The perimeter fence will be set back 5 feet from the parcel boundary. Additionally, there will be at least 20 feet between the perimeter fence and the edge of the solar arrays, or any other permanent Project facilities. Within this 20-foot area, shrubs and other large vegetation will be removed to form a firebreak area. The operations and maintenance facility will meet applicable codes for fire safety and prevention.

4.8 Public Safety. The Project falls within the jurisdiction of the Lincoln County Sheriff. However, the Parties anticipate that general public safety services would be provided by the City of Mesquite through mutual aid agreements or similar mechanism negotiated by the Parties with appropriate government authorities.

4.9 Emergency Medical Services.

The Project falls within the jurisdiction of the Lincoln County EMS. However, the Parties anticipate that general ambulance services would be provided by the City of Mesquite through mutual aid agreements or similar mechanism negotiated by the Parties with appropriate government authorities.

4.10 Utility Communication Service.

Utility telephone service for the Project, if needed, will be supplied by Owner.

4.11 Habitat Conservation Plan.

Owner will be required to adhere to the Southeastern Lincoln County Habitat Conservation Plan, (SLCHCP), The Road, Fence, and Trail Plan for the SLCHCP, and the Implementing Agreement for the SLCHCP. If guidance from the US Fish and Wildlife Service has been updated since the publication of the aforementioned documents, the Project will follow the most recent guidance.

SECTION 5: SOLAR PROJECT DELIVERY

5.1 Plan of Development

A. The proposed Escape Solar Project is a photovoltaic (PV) solar energy generating facility that will be developed on the Property shown in Exhibit A.

1. The Project would provide up to 185 MW of renewable energy capacity.
2. The Project footprint would be approximately 600 acres.
3. The Project components include multiple PV solar array configurations, direct current collection systems, power conversion stations, substation, operation and maintenance building and overhead transmission tie in. See Conceptual Plan in Exhibit C.

B. Interconnection: Agreements between Owner and Lincoln County Power District #1 will be required for interconnection to project.

C. Delivery: Project power delivery will be through LCPD#1 Mesa Substation located adjacent to the Virgin Valley Water District Treatment Facility and routed to the Yucca Switchyard, located within the City of Mesquite. From there, it will be routed to Overton Power District #5 transmission.

D. The Owner will develop a decommissioning strategy for the Project for the first five-year review mentioned in section 6.1.C to ensure that resources and funding are available for decommissioning following the useful life of the Project.

SECTION 6: REVIEW AND DEFAULT

6.1 Compliance Reviews

A. Upon submittal of an application for each Subsequent Approval by the Owner, the County will review the development of the Project for compliance with NRS, this Agreement, and the Existing Rules.

B. The compliance review, may include the following:

1. The status of the services and facility obligations assumed by Owner pursuant to this Agreement, including percent completed;

2. The current status of Project and the anticipated phases of development for the next calendar year;

3. Any other data or information reasonably necessary for the County to complete its compliance review.

C. The County may complete a compliance review not less than once every five years at its election. Any review under this subsection is in addition to other reviews permitted under this agreement or by law.

6.2 Procedures in the Event of Noncompliance.

A. **Option 1**. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action requested to correct the noncompliance.

Option 2. In the event that Owner obligations pursuant to Section 4 of this Agreement have not been carried out, the County shall not approve further Subsequent Approval applications brought forward by Owner.

B. **County Procedures**.

1. **Notice to Remedy Noncompliance**. Pursuant to Section 6.2A above, the County, or designee, may issue a letter providing notice of County's intent to set the matter of non-compliance for hearing before the Commission.

2. **Review by Commission**. Following consideration of the evidence presented before the Commission and a finding based on substantial evidence that a default has occurred by Owner and that the default remains uncorrected, the Commission may authorize the suspension of Subsequent Approvals, or other actions as deemed necessary until such non-compliance is corrected.

C. **Owner Procedures**.

1. **Hearing Scheduled**. Pursuant to Section 6.2B above, Owner may request in writing a hearing before the Commission for review of the alleged default.

2. **Review by Commission**. Following consideration of the evidence presented before the Commission and a finding based on substantial evidence that a default has occurred by County and remains uncorrected, the Commission shall direct County staff to correct the default.

6.3 Damages.

County and Owner agree that neither would have entered into this Agreement if either party were liable for, or could be liable for, damages under or with respect to this Agreement. The Parties may pursue any remedy at law or equity available for breach, except that neither Owner nor County shall be liable to the other or to any other person or entity for any monetary damages whatsoever.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year set forth the signature blocks below, as authorized to be effective on the 20th day of NOVEMBER, 2023 (the "Effective Date").

COUNTY:

AS RECOMMENDED BY THE LINCOLN COUNTY PLANNING COMMISSION

By: _____ 11/20/23
Chair or Representative Date

BOARD OF COUNTY COMMISSIONERS, LINCOLN COUNTY, NEVADA

By: _____ 11-20-2023
Chair or Representative Date

Attest: _____ 11/20/23
County Clerk Date

OWNER:

By: _____ By: Sharet Davidyan

Date: 12-21-2023

By: _____ By: _____

Date: _____

State of Nevada)

) SS

County of Lincoln)

This instrument was acknowledged before me on the 21st day of December, 2023 By:

Owner/Agent: _____

Title: Managing Member

_____

Notary Public

GREGG ALAN CORLYN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-30-2025
Certificate No: 01-71748-1

SECTION 7: EXHIBITS

Exhibit A: Legal Description
Exhibit B: Subsequent Approvals
Exhibit C: Conceptual Plan
Exhibit D: Project Plan of Development

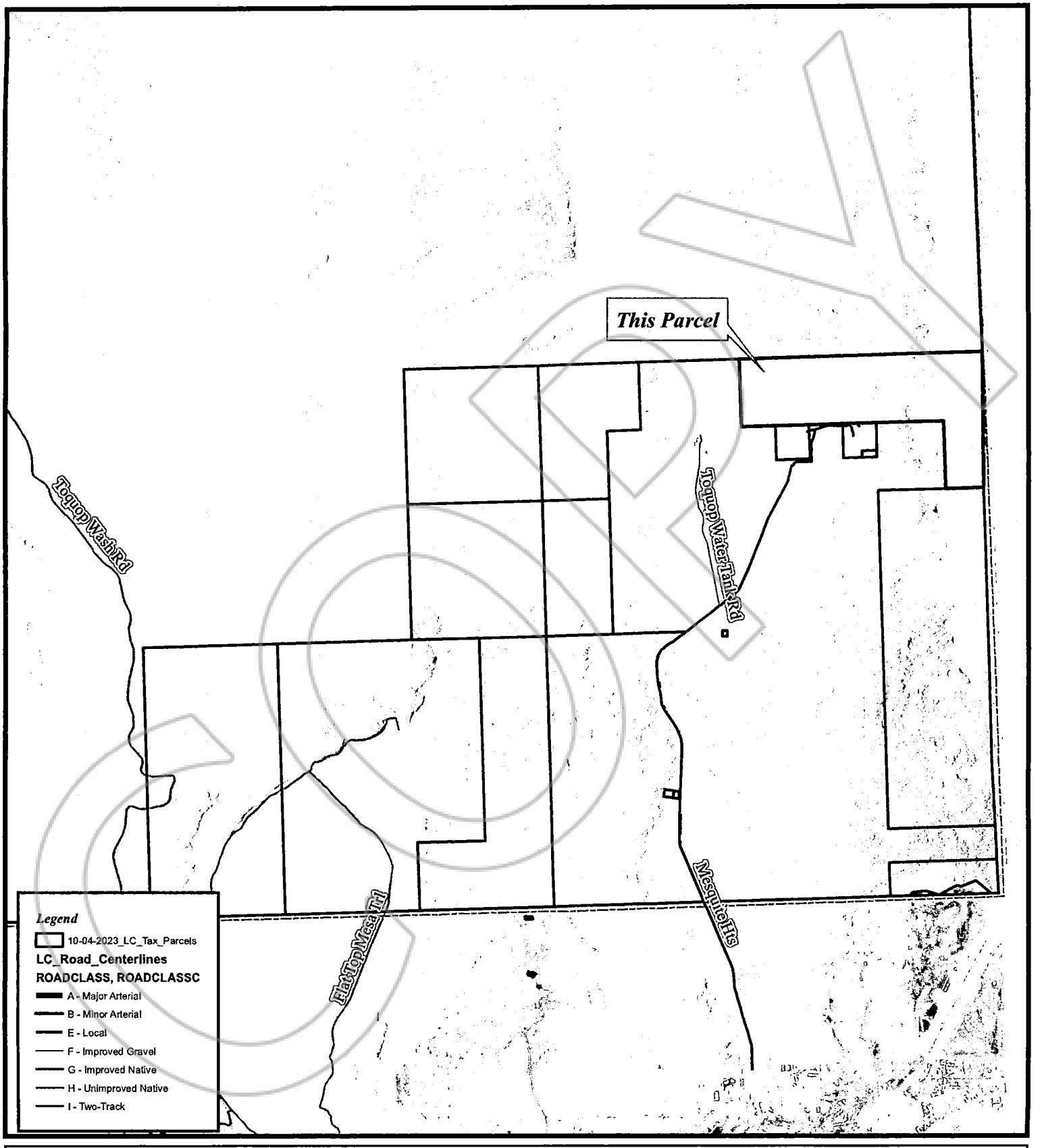
Legal Description of the Generating Facility
Parcel 008-261-09

The Land referred to herein below in situated in the County of Lincoln, State of Nevada, and is described as follows:

GOVERNMENT LOTS 5, 6, 7 AND 8 IN SECTION 15, GOVERNMENT LOT 1 AND THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4), THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, GOVERNMENT LOT 1 AND THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4), THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) SECTION 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M.

estuary POWER

Development Agreement for Sharet Holdings II, LLC



Miles
0 0.3 0.6 0.9 1.2 1.5

N
W E
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Map Produced by Lincoln County Planning Department.

Exhibit B

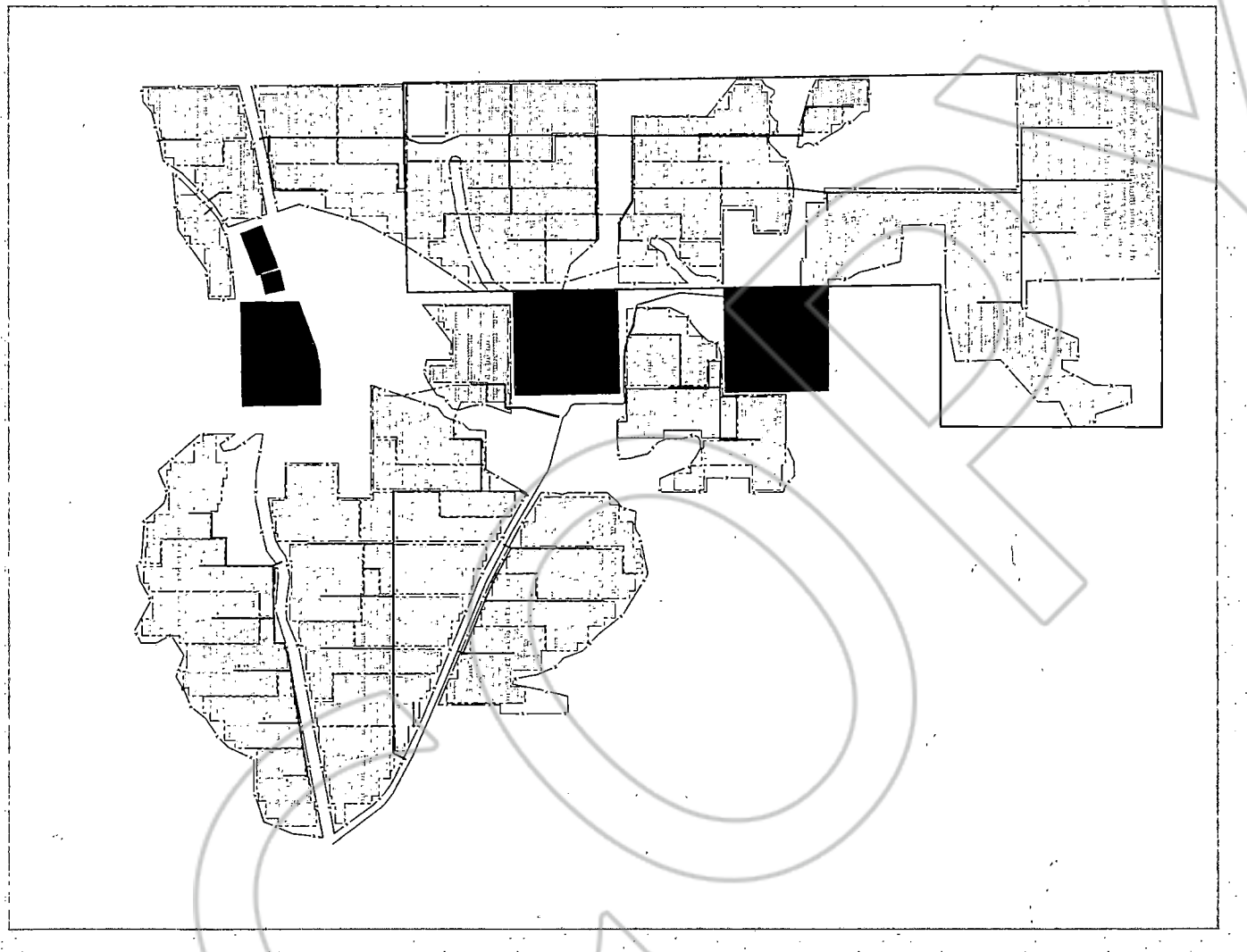
Subsequent Approvals

1. Lincoln County Building Permit
   -Building permits would be required for supporting facilities such as the operations and maintenance building, and other project related infrastructure installation regulated by the International Building Code.
   -Building permits would be required for the necessary tortoise exclusionary fencing and facility enclosure fencing; which in most cases are "one in the same."
   -Certain building permits may require additional quality control and assurances or special inspections.

2. Lincoln County Grading Permit
   -Grading permits would be required for relevant land disturbance activities, grading, and movement of dirt and aggregates to accommodate the proposed project.
   -Grading permits may require additional quality control and assurances or special inspections and testing.

3. Lincoln County Incidental Take Permit
   -As detailed in Section 4.11, and relative to the Southeastern Lincoln County Habitat Conservation Plan, required adherence to the incidental take permit will be required.

EXHIBIT C



LEGEND

- PROJECT BOUNDARY
- RIGHT-OF-WAY LINES
- PROPOSED SECURITY FENCE
- PROJECT BESS YARD
- EXCEL EASEMENT
- PROPOSED SOLAR ARRAY
- INVERTER BLOCK BOUNDARY
- PROPOSED INVERTER
- PROPOSED ACCESS ROAD

1 Overall Site Plan
1" = 700'

Westwood

Phone (214) 473-4640
Toll Free (888) 937-5150
2901 Dallas Parkway, Suite 400
Plano, TX 75093
www.westwoodps.com

Westwood Professional Services, Inc.

PREPARED FOR

[redacted]

50 West Liberty Street Suit 430
Reno, NV 89501

REVISIONS:

#	DATE	COMMENT	BY	CHK	APR
A	07/27/23	ISSUED FOR EXHIBIT	LD	GK	JJ

N

0 700' 1400' 2100'

Escape Solar Project

Lincoln County, Nevada

Overall Site Plan

ISSUED FOR EXHIBIT

DATE: 07/27/2023

SHEET: PV.E0300

REV: A

EXHIBIT D

PLAN OF DEVELOPMENT

Escape Solar, Lincoln County, Nevada

POWER

Escape Solar LLC

50 W Liberty St Suite 430 Reno, NV 89501 | September 2023

Table of Contents

1.0 Project Introduction

1.1 Introduction

Escape Solar LLC (Applicant) is a Delaware limited liability company and a wholly owned subsidiary of Estuary Power LLC (Estuary). The Applicant proposes to construct, own, and operate the Escape Solar Project (Project), an up to 185 megawatt alternating current (MW) photovoltaic (PV) solar energy generating facility with a coupled battery energy storage system (BESS), and associated substation, generation-tie line, collector lines, access roads, and associated operation and maintenance (O&M) facility. The Project may be completed in more than one phase.

The Project is proposed to be built on private land in southeastern Lincoln County, NV (see Project Vicinity Map, Appendix A). The Project is on two different parcels of land consisting of approximately 2,900 acres, though the solar array is expected to use approximately 1,700 acres and leave the rest of the land as open space (see Map of Parcels, Appendix B). The Applicant is proposing to leave a portion of the open land outside of the fence line and will ensure there is public access to the adjacent federal lands. A legal description of each parcel of land is attached (Appendix C). The Project will interconnect to Lincoln County Power District's (LCPD) Mesa Substation, which is located on an easement within the boundaries of the site. A short, 1 to 3 pole newly constructed 138-kilovolt (kV) high voltage generation-tie line (gen-tie line) will originate at the Project area and terminate at the Mesa Substation.

The Project consists of up to 185 MW and associated BESS. It is expected the Project will be built in two phases, one of 70 MW and a second of up to 115 MW and associated BESS. The power produced by the Project would be conveyed from Mesa Substation to Overton Power District #5's (OPD5) bulk transmission system, where OPD5 would take 25 MW of power. The rest of the power would be delivered to NVE's Reid Gardner Substation in Moapa for use by major energy users in southern Nevada.

The Project aims to complete permitting by the October of 2023, begin construction in Q1 2024 and commence commercial operations in Q1 2025.

The Project would impose minimal burden on the community's resources. It is not necessary to expand community resources, such as schools or policing, as one would need to for housing development. Rather, the Project will provide jobs to Lincoln County and Mesquite and sales and property tax. During construction there will be an average of 150 construction jobs and during operations there will be two full time employees. It is estimated that the 185 MW Project will pay approximately $1.6M in property tax to Lincoln County per year during operations.

This Plan of Development ("POD") is being submitted to Lincoln County's Planning Commission and Board of County Commissioners. This POD describes the design, location, construction practices and environmental mitigations for the Project.

The Applicant is seeking:

- A zoning change to M-1 from the Planning Commission for parcel A
- A zoning change to M-1 from the Planning Commission for parcel B
- The Applicant will enter into a Development Agreement with Lincoln County for the entirety of the Project.

1.2 Proponent's Purpose and Need for the Project

The Project will provide up to 185 MW of renewable energy capacity, which is forecast to generate approximately 530,000 MWh per year. The Project will provide electricity to power the equivalent of approximately 47,000 homes annually and prevent emission of approximately 830 million pounds (375,600 metric tons) of carbon dioxide equivalent annually (EPA, 2023). The Project is being developed, designed, and permitted to meet or exceed applicable state and local requirements to the extent practicable.

The Project will benefit Lincoln County through economic investment, temporary and permanent jobs, and property taxes, in addition to preserving the underlying participating property. The Project will also serve growing demand for renewable energy from OPD5 and major energy users resulting from Nevada's Renewable Portfolio Standard, voluntary renewable energy objectives, and overall increased demand for electricity due to economic development and growth in electrification (e.g., vehicles, heating).

The fundamental objectives of the Project are:

- Support Nevada's 50% Renewable Portfolio Standard requirement by 2030, and 100% by 2050, codified in Senate Bill 358.
- Produce and transmit electricity at a competitive cost compared to any other form of power.
- Increase local short-term and long-term employment opportunities in Lincoln County, Nevada.
- Generate direct and indirect economic benefits within Lincoln County as well as the State of Nevada, including increased personal and business income, tax revenues (sales, property, and other taxes), and economic output.
- Minimize environmental effects by:
    - Using existing electrical distribution facilities, rights-of-way, roads and other existing infrastructure where practicable;
    - Writing and utilizing environmental restoration plans;
    - Minimizing water use during construction and operation; and
    - Reducing greenhouse gas emissions compared to other energy sources.

2.0 Financial and Technical Capability of Applicant

Applicant is a wholly owned subsidiary of Estuary Power LLC, a renewable energy company based in Reno, Nevada that develops, constructs, owns, and operates utility-scale renewable generation, energy storage, and related infrastructure projects. Estuary was founded in 2013 and has a track record of developing and delivering clean energy projects throughout the Mountain West. In 2022, Estuary entered into a partnership with Ullico Infrastructure Fund (UIF), an infrastructure investment fund managed by affiliates of Ullico Inc. (Ullico). Following the partnership with UIF, Estuary remains a majority woman-owned and Nevada-owned firm.

Ullico is a 95-year-old insurance and investment firm. UIF was founded in 2010 and makes long-term investments in U.S. and Canada-based infrastructure businesses that provide essential services to communities, governments, and corporations. UIF is an open-ended fund with no terminal date; as such, Applicant will own the project through development, construction, and long-term operations. UIF currently has approximately $5 billion in investor commitments on behalf of over 200 investors, with 23 portfolio investments across power, utilities, energy, transportation, and digital infrastructure sub-sectors.

3.0 General Facility Description, Design and Operation

3.1 Power Plant Facilities

The Project will be constructed using photovoltaic modules mounted on horizontal tracker structures supported by steel posts installed in the ground. Steel table frames (tabletops) will be bolted to the tracker structures and PV modules will be mechanically fastened to the tables. The tracking units will be arranged into north-to south-oriented rows and powered by a drive motor to track the east-west path of the sun on a single axis throughout the day.

Concrete foundations will be required for other Project components, including power conversion stations (PCS) (which house the inverters), PV combining switchgear (PVCS) and transformers, BESS, weather stations, and substation equipment.

The site layout depicts these features of the Project in Appendix D.

The Project will include the following main elements:

- PV solar array field and associated interior access ways and perimeter road. Single-axis, horizontal tracker systems (including tilt brackets and tabletops) supported by driven steel posts or other embedded foundation design.
- PV solar modules.
- Direct current (DC) collection system comprised of underground DC cabling and combiner boxes.
- Meteorological stations.

- Power conversion stations (PCSs), which include the DC to alternating current (AC) inverters and the medium voltage transformers which steps up the voltage to 34.5 kilovolts (kV). The PCS will also include emergency backup power for the tracker system in the event of high winds and loss of grid power.
- An underground and/or overhead 34.5 kV collection system to convey electricity from the solar field to the substation.
- A fully fenced substation with 34.5 kV to 138 kV step-up transformers, breakers, buswork, protective relaying and associated substation equipment. The substation also may include a microwave tower, a control house, mechanical electrical equipment room(s) and three or more transformers.
- BESS consisting of self-contained battery storage modules placed in racks, converters, switchboards, inverters, transformers, controls, and integrated heating, ventilation, and air conditioning (HVAC) units (or a liquid cooling system), all enclosed in one or more prefabricated metal containers.
- A 138 kV overhead generation-tie line to Mesa Substation of approximately a tenth of a mile.
- Fiber optic cable installation for communications to the Project will be installed overhead along the transmission line corridor between the substation and the point of interconnection with LCPD at Mesa Substation.
- An operation and maintenance (O&M) area that will accommodate as necessary an O&M trailer, parking area, and other associated facilities such as above ground water storage tanks, security gate, signage, and flagpoles.
- The Project may transport water by either truck or pipeline to provide construction water, fire protection water, and other operational water supply requirements.
- A fire break around the exterior of the perimeter fence.
- Graveled access road.
- Site security facilities including perimeter security fencing-controlled access gates, and signage. A tortoise exclusion fence will also be around the solar site, either integrated into the security fence or a separate shorter fence.

3.2 Project Characteristics and General Dimensions of Project

Table 3.2.1: Project Characteristics

Solar Project	
Power Output Capacity	Up to 185 MW
Solar Array Approximate Footprint	Up to 1,700 acres
Panel Mounting System	Single-axis trackers
Technology	Photovoltaic panels
Battery Energy Storage System	Up to 400 MWh

Battery Energy Storage System Approximate Footprint	6 acres
Project Substation Approximate Footprint	2 acres
Project O&M Facility Area Approximate Footprint	1 acre
Collection Lines	DC collection lines, inverters and transformers, AC collection lines
Gen-Tie Line	
Gen-Tie Line Length	Approximately 1/10 of a mile
Voltage	138 kV
Circuit Configuration	Constructed to accommodate double circuit
Type of Structure	Steel (monopoles or H-frame)
Typical Structure Height	80 to 200 feet

3.3 Geotechnical Studies and Data Needs

Geotechnical studies and pile testing for the Project would be performed and utilized in the preliminary Project design. Additional studies may be needed for final engineering.

Permanent meteorological stations would be installed on posts approximately 15 feet high within the Project site and would remain during Project operations. The quantity of meteorological towers would be determined by requirements in the offtake agreements and the current International Electrotechnical Commission (IEC) standard.

3.4 Ancillary Facilities

The O&M area would be located adjacent to the substation. The O&M area would be used for parts storage, plant security systems, and monitoring equipment. The O&M facilities would include offices and a storage area. The area would also include water storage, portable toilets, additional materials storage and parking.

3.5 Water Usage and Sources

The Project would require water during construction primarily for dust control. After construction is complete, the Project's annual water consumption during operation is expected to be minimal. The Project does not require process water; however, the O&M facility may require domestic potable water service. The main water consumption during operations will be for periodic washing of the solar panels. Water will be provided by either delivery of water to the site from a provider by truck or water pipeline.

Table 3.5.1: Water Consumption Requirements

Water Consumption Requirements	Average Consumption During Construction	Approximate Consumption During Operation
Daily (gallons per day)	350,000 – 400,000	N/A
Annual (acre-feet per year)	400 – 450	10-15

3.6 Drainage Control and Stormwater Management

Drainage and Sediment Control Measures

A drainage plan will be completed during the final design stage. The Project would include permanent or temporary drainage improvements to manage site flows, with the objective of not increasing off-site flows relative to current conditions. As mentioned above, water would be applied for dust control and BLM-approved palliatives could also be applied where needed.

Erosion and Sediment Control Measures

Appropriate water erosion and dust control measures will be implemented to prevent increased dust and sediment load to ephemeral washes around the construction site. Soil stabilization measures will be used to prevent erosion. The Applicant will employ best management practices (BMPs) to protect the soil surface by covering or binding soil particles. The Project will adhere to the Project-specific Stormwater Pollution Prevention Plan (SWPPP) required under the National Pollutant Discharge Elimination System (NPDES). Prior to construction, Applicant will work with engineers and an experienced engineering, procurement, and construction contractor (Contractor) to outline the reasonable methods for erosion control BMPs and prepare the SWPPP.

Sediment controls are intended to complement and enhance selected erosion control measures and reduce sediment discharges from active construction areas. Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water.

Dust Control

Applicant will use water to control dust to comply with the state's dust control requirements. Where water is insufficient to control dust, soil stabilizers will be used within the fenced solar field to control dust to state standards. If dust palliatives are used in place of water for the Project, the total amount of water needed during construction would be reduced. The soil binder and dust palliatives that are proposed for the Project will be determined once an erosion control plan has been developed.

3.7 Vegetation Treatment and Weed Management

Applicant would follow BMPs for weed management. Applicant would permanently clear vegetation from roadways, access ways, and substation, inverter, BESS, and O&M areas. Within

the solar field, native vegetation would be left in place to the extent possible with some mowing and selective trimming as needed to create a safe work environment and avoid interference with the movement of the solar panels. Prior to construction, vegetation within the solar arrays would be removed as required for construction, whenever possible leaving the roots intact to facilitate regrowth during operations. Construction equipment would drive over and crush the vegetation during installation of the arrays.

The cuts and fills associated with all earthwork required on the site are planned to be balanced on site to the extent practicable. Within the solar field, minimal grading may be required for the roadways, access ways, and substation, inverter, BESS, and O&M areas, where cut and fill is necessary and where the panel support foundations are driven or drilled. A small, graded pad could be utilized within each solar array to accommodate the inverter and transformer or they could be installed on driven piers.

Access ways for both installation and continued maintenance and cleaning within the PV field would be required at certain intervals. These roads would be moderately graded to allow regular access with a small vehicle for panel washing and maintenance.

Solar tracking and framing structures would generally follow the existing land contours with localized grading utilized only where necessary to address major variations in topography in areas that would not significantly impact existing vegetation or surface hydrology.

Excavation would be required for trenches for electrically connecting some of the equipment on site. Following construction, all underground trenches would be filled with native soils and/or imported fill and compacted.

The PV modules would be electrically connected by wire harnesses and combiner boxes that would collect power from several rows of modules and feed the Project's power conversion stations via DC cables placed in underground covered trenches.

Continued weed management in cleared areas would be maintained through regular monitoring and targeted application of EPA-compliant pesticides/herbicides. Additional soil disturbance by regular operations of the plant is not expected.

Vegetation would be allowed to re-grow within the solar panel field to the extent that it does not interfere with the panels themselves to avoid growing into electrical connections and creating a fire hazard or disrupting the panel's performance. The access ways would be kept clear of tall vegetation to reduce fire hazard and allow access to the panel arrays.

3.8 Waste and Hazardous Materials Management

Recycled materials and waste would be collected and transported to appropriate facilities. Construction trailers and the O&M facility would utilize portable toilets. Portable toilets and washing stations would be serviced by a contracted company.

Fueling of equipment would take place within designed laydown areas or another appropriate location as identified by the Contractor. Contractor equipment would be checked for leaks prior to operation and repaired, as necessary.

A Hazardous Materials Management Plan for the limited hazardous materials expected to be used onsite would be prepared prior to the start of construction. Construction vehicles and generators would contain fuel and an onsite above ground fuel storage tank could be used. The design of the battery energy storage system would include materials management and containment system. Additional battery backups may be installed for critical components throughout the facility. Disposal of replaced modules and batteries would be conducted to comply with applicable laws.

3.9 Fire Protection

Electrical equipment including inverters, transformers, and battery energy storage equipment would be housed in appropriately rated National Electric Manufacturers Association (NEMA) enclosures. Vegetation around facilities and equipment would be maintained to minimize fire risk.

3.10 Site Security and Fencing

Site security would include fencing and possibly motion sensor lighting, onsite security guards, cameras and other technology during construction and operations. An approximately 3x4 foot sign would be installed directly to the fence at the site entrance with project contact information. Smaller signs, approximately 1x1 foot, would be attached periodically to the security fence with text warning of the high-voltage equipment contained within the site.

The Project perimeter fencing would be about 7 feet tall (6' mesh + 1' barbed wire or equivalent) or other NEC (National Electrical Code) 110.31 compliant design. The substation would have additional fencing. All fencing would be installed and grounded per industry standards and requirements. A desert tortoise fence will either be integrated into the security fence or stand on its own and be based on USFWS's August 2005 or the most-recent version of Recommended Specifications for Desert Tortoise Exclusion Fencing.

Temporary construction fencing could be installed around the site and the construction logistics/storage facilities and/or around construction areas.

3.11 Spill Prevention and Containment

A Spill Prevention Control and Countermeasure Plan would be prepared for construction and operation of the site in coordination with the final design and engineering of the Project. The plan would include procedures to be implemented including a spill record (if applicable), analysis of potential spills, description of containment facilities, fill and overfill prevention facilities, spill response procedures, personnel training, and spill prevention.

No equipment in the solar field would require containment structures. The substation would include equipment that requires containment. The substation pad would be designed to capture any spills of insulator material.

Construction and maintenance vehicles would be maintained in accordance with manufacturer recommendations to minimize the risk of vehicle spills.

3.12 Health and Safety

A site-specific Health and Safety Program would be developed for the Project prior to the start of construction. The Health and Safety Plan would meet Occupational Safety and Health Administration (OSHA) requirements and would include the following:

- Written safety programs and procedures
- Hazard identification training and mitigation for all tasks
- Heavy Equipment Procedures
- Fire Safety Procedures

4.0 Construction of Project Facilities

4.1 Construction Workforce Numbers

The onsite construction workforce will consist of laborers, craftsmen, supervisory personnel, support personnel, and construction management personnel. The onsite construction workforce is anticipated to be an average of 50-250 construction jobs. Depending on the time between each phase, there may be periods where the number of workers decreases. The first 70 MW is expected take to about 10 months, while the second phase of 115 MW is expected to take around 16 months. The entire construction period for all phases is estimated to be 19 months because the phases will overlap.

Construction will generally occur between 6:30 am and 5:00 pm, Monday through Friday. Additional hours may be necessary to accommodate scheduling changes, or to complete critical construction activities. Additionally, some nighttime activity for installation, service or electrical

connection, inspection and testing activities may be required. Nighttime activities will be performed with temporary lighting.

4.2 Access, Staging, and Site Preparation

Environmental Clearance

During the environmental clearance phase, the boundaries of the construction area will be delineated and marked. Desert tortoise fencing will be installed around the perimeter of the construction area. Authorized biologists will conduct a survey for tortoises prior to construction and remove tortoises from the Project site.

Site Access

The Project will be accessed from Mesquite Heights Road and the entrance for the Project will be determined during final design and engineering to minimize new infrastructure construction while providing for safe ingress and egress with the least impact to local traffic. The access road will be graded compacted earth and will be used for the delivery of all Project components and will be used by construction personnel and suppliers traveling to the site for construction. The final site-specific road design will be developed by the Engineer of Record and comply with the Authorities Having Jurisdiction (AHJ) and Fire Department requirements and geotechnical requirements for road geometry, subsurface and surfacing material.

Project access roads are expected to have a minimum width of 20 feet and be of sufficient length to allow trucks to stage inside the Project site rather than on the shoulder of the public road. Roads providing access to a high voltage facility are typically 26 feet wide. Temporary construction parking for the staff will be provided on the site.

Staging Areas

Temporary staging areas will be located near the substation location. Following environmental clearance for the site access and staging areas, these areas will be prepared for use.

A staging area would include temporary construction trailers for the management of construction, a parking area, and site security facilities. This area would accommodate delivery of materials, vehicles, etc. Material delivery for the solar field would be ongoing throughout the construction process. Panels and framing structures would be delivered throughout the solar field adjacent to the subunit locations. Portable toilets would also be located in this area.

Other temporary staging areas for material laydown including boxes of solar panels, steel, aluminum framing, conduit for underground electrical, transformers, and other Project materials would be located throughout the Project area. The laydown areas would be subsumed by the build-out of the panel array. Materials such as boxes of panels, steel, and aluminum framing, etc. would be laid out between rows of panels and along the access roads.

The construction entrance and exit gates will be established with track-out control pads in compliance with SWPPP requirements. Parking and staging areas will be staked for temporary and future permanent facilities. Temporary equipment storage and laydown areas will be compacted and marked with temporary stakes and signage.

Site Preparation

Within the PV array area, existing trees, shrubs, grass, and other vegetation will be removed as required for construction activities. On other portions of the Project site, as final design dictates, vegetation will be worked into the underlying surface soils using "disk and roll" where practicable. The disk and roll approach uses conventional farming techniques and equipment to prepare the site for construction. The solar array would be prepared using rubber-tired tractors with disking equipment and drum rollers as well as scrapers to perform micro-grading. In areas where the terrain is not suitable for disk and roll, grading will be used to prepare the site surface. The intent is to not change the macro-level topography, but to smooth the surface of the existing topography to provide safe working conditions. Final ground surface condition shall be consistent with SWPPP and other permit requirements.

In general, plant root systems will be left in place, except where grading and/or trenching are required for placement of solar module foundations, underground electric lines, inverter and transformer pads, access roads, and other facilities.

4.3 Equipment and Equipment Delivery

Materials and Equipment

Construction materials such as concrete, pipe, PV modules, wire and cable, fuels, reinforcing steel, and small tools and consumables will be delivered to the site by truck. Initial grading work will include the use of primarily rubber-tired tractors, tillers, and vibratory rollers and limited use of track-driven excavators, graders, dump trucks, and end loaders, in addition to the support pick-ups, water trucks, and cranes. Temporary above ground fuel storage tanks will be located on site, during construction, for equipment fueling. As the Project moves into further stages of civil work, equipment for foundations and road construction will be brought in, including paving machines (if required), trenching machines, pumps, additional excavators for foundation drilling, tractors, and additional support vehicles.

Delivery Schedule

Table 4.3.1 (below) provides the estimated deliveries that would occur during construction of both phases, including the types of delivery vehicle used, the number of deliveries per day, and the duration of each delivery type to occur during each single phase of construction.

Table 4.3.1: Estimated Deliveries and Vehicles

Vehicle	Item	Average Deliveries per Day	Anticipated Duration (Months)

53-foot truck	Modules	2-3	7
48-foot truck	Posts and racking	1-2	6
	Inverters and transformer	1	3
	Cable, batteries, misc.	1	6
Mixer truck	Concrete	1	6
Cars/pick-up trucks	Workers	50	16-19
Water trucks	Water	3-4	16-19

4.4 Site Clearing, Grading and Excavation

Solar Field

Within the solar field, some grading will be required for access and electrical equipment pads. In general, the design standard for the roads and access ways within the solar field will be consistent with the amount and type of use they will receive. Speed limit for vehicles using these roads will be 15 mph for dust control.

Within the solar arrays the amount of grading will be minimal when the panel support foundations are driven in. For locations where driven foundations are not feasible, other types of embedded foundations may be employed. Grading will also be required within each solar array to accommodate a level concrete pad to support the inverter and transformer.

Substation

The substation will require a graded site to create a level surface for proper operation, with approximately 1 percent maximum slope in either direction. The interior of the substation will be covered in aggregate surfacing.

O&M Area

O&M area grading will include the area where the O&M facilities will be constructed. The remaining area will be graded and appropriately surfaced for parking, roads, material storage, and the erection of a temporary assembly structure for use during the construction phase.

Fire Break

The perimeter fence will be setback 5 feet from the project site boundary. Additionally, the site plan includes a minimum spacing of at least 20 feet between the perimeter fence and the edge of glass of the solar arrays, or any other permanent built project facilities. Within the 5-feet setback outside the perimeter fence and within the minimum 20-feet area immediately inside the perimeter fence, shrubs and other large vegetation will be removed to form a firebreak area.

4.5 Solar Array Assembly and Construction

PV Equipment Installation

Once environmental clearance and site preparation steps have been taken, construction of PV equipment can be completed. The construction of the solar field will occur in arrays. Each array will contain solar panels, a PCS, and step-up transformer.

The construction will proceed as follows:

- Prepare trenches for underground cable
- Install underground cable
- Backfill trenches
- Install steel posts and table frames
- Install PV modules
- Install concrete footings for inverters, transformers, and substation equipment
- Install inverter and transformer equipment
- Perform electrical terminations
- Inspect, test, and commission equipment

Trenches will be excavated to a depth of approximately 3 to 5 feet and a width of 2 to 3 feet. Trench geometry and size will meet all OSHA and local requirements. Organic material will be mulched and excess subsoil/subgrade will be separated from topsoil and re-distributed on-site. Underground cable will be installed and "stubbed up" to provide cable access during the electrical terminations step. The trenches will be backfilled with suitable native subsoils and properly compacted.

The mounting system for the PV modules will require that steel posts are driven into the ground using a vibratory hammer. The table frames will then be bolted to the driven posts and the modules mechanically fastened to the tables. Concrete footings and foundations will be required for the inverters, transformers, and substation equipment.

The inverter/transformer concrete equipment pad will be pre-cast off site or poured in place to provide a suitable mounting surface for the equipment. A prefabricated enclosure containing inverters and communication equipment will be installed on the equipment pad, as well as a 3-phase, medium voltage transformer.

Once all equipment is physically and electrically inspected, PV modules are terminated to the inverters and the transformers are terminated to the underground cabling.

4.6 Electrical Construction Activities

Substation Construction

The substation locations will be graded, the ground surface dressed with crushed rock, and secondary containment areas for the transformer(s) will be installed, as necessary. The fenced area of the substation footprints will be approximately 600' x 300' in size (subject to final substation design and layout) and be surrounded by a minimum 30-foot buffer. The area within the substation fence will be graveled to minimize vegetation growth and reduce fire risk. The substation will likely be fenced with an 8-foot chain-link fence topped with one foot of barbed wire in accordance with North American Electric Reliability Corporation (NERC) requirements for security and safety purposes. The substation will include a parking area, secured with a lockable gate, and will be accessible to qualified, trained Project operational personnel or those escorted by such personnel at all times using the Project's access roads.

Transmission Line Construction

The 34.5 kV collection system will be comprised of underground and/or aboveground cabling. The Project's gen-tie line will utilize overhead 138 kV single-circuit poles for interconnection to LCPD's 138 kV Mesa Substation. The substation will be located very near the Mesa Substation, therefore the gen-tie will only have 1 to 3 poles.

Foundations for each pole will be constructed. The foundations will either be drilled shaft with reinforced concrete pier-type foundations. After poles are erected, conductor stringing and grounding will be performed. Steel monopole or H-frame 138 kV structures will likely be used for interconnection of the high voltage electrical system and wooden monopole 34.5 kV poles are likely to be used for collection of the medium voltage electrical system and will be drilled shaft directly embedded pole sections backfilled with gravel or concrete.

5.0 Operations and Maintenance

5.1 Operation and Facility Maintenance Needs

The O&M requirements for a PV solar generation facility include regular monitoring, periodic inspections, and conducting any needed maintenance and repairs. Remote monitoring of the operations would provide safety and optimization controls plus provide reporting and alerts. Any outages for maintenance would typically be scheduled during the nighttime and local task lighting would be used in the specific area of work.

5.2 Operations Workforce and Equipment

The Project will require two full-time equivalent (FTE) positions (or personnel hours totaling 2 FTE positions). Maintenance and administrative staff typically work 8-hour days, Monday through Friday. During periods when non-routine maintenance or major repairs are in progress, additional maintenance personnel will typically work evenings when the solar plant is naturally offline. This workforce will be based in an O&M trailer. The employees will be onsite to maintain equipment and provide security. Operation and maintenance will require the use of vehicles and equipment including trucks for panel washing and crane trucks for minor equipment maintenance.

Additional maintenance equipment will include forklifts, manlifts, and chemical application equipment for weed abatement and soil stabilizer treatment in the bioremediation area. At designated intervals, approximately every 10 to 15 years, major equipment maintenance will be performed. On occasions, large heavy-haul transport equipment, including cranes, will be brought on site. No heavy equipment will be used during normal plant operation.

6.0 Mitigation Measures

In order to address unavoidable impacts created during the construction, operation, and decommissioning of the project, Applicant will implement numerous plans including:

- Decommissioning and Reclamation Plan
- Dust Control Plan
- Stormwater Pollution Prevention Plan (SWPPP)
- Worker Environmental Awareness Training

The Project has been thoughtfully sited and designed to avoid natural environment effects to the degree possible and practicable. However, with all construction projects, impacts to the natural environment are not entirely avoidable; temporary and minor impacts will occur in some circumstances. The Project has taken steps to minimize the long-term effects of these impacts by implementing mitigation measures where warranted.

Table 6.1 Applicant Mitigation Measures

Title	Description
Desert tortoise	• Construct an exclusion fence prior to construction and clear tortoises from the construction area prior to construction • The Project will opt into Lincoln County's Section 10 permit by paying the $550 per acre mitigation fee. The Southeastern Lincoln County Habitat Conservation Plan lays out the mitigation measures the project will follow to protect the desert tortoise and its habitat • Workers will undergo environmental/desert tortoise training
Open Space Preservation	• Applicant has acquired 2,900 acres of land. The solar site fence line will only require 1,700 acres of the total. The rest will be left open space in which the wildlife and plant communities will not be disturbed.
Minimize Noise	• Plan noisy construction activity to occur during the least noise sensitive time of day (7am – 7pm)
Protect Air Quality	• Obtain a Dust Control Permit from NDEP • Prepare and implement a Dust Control Plan with best management practices including dust suppression using water • Minimize soil disturbance activities and travel on unpaved roads during periods of high winds. Site-specific wind speed thresholds shall be determined on the basis of soil type and susceptibility to erosion

	• Enforce posted speed limits within the construction site to minimize airborne fugitive dust • Limit the idling time of equipment • Diesel and gasoline-powered construction equipment would be properly maintained and turned off when not in use • Diesel and gasoline engines, motors, and equipment would be located as far as possible from sensitive receptors
Implement Traffic Control Measures	• Implement appropriate traffic control measures to reduce hazards • Streamline traffic flow by enforcing speed limits and installing appropriate signage
Erosion Control	• Minimize land disturbance (including crossings) in natural drainage systems and groundwater recharge zones (i.e., ephemeral washes and dry lake beds) • Identify and mark construction zone boundaries on the ground using construction fencing and other markers to minimize conflict with other resource concerns • Minimize construction activity timeframes so that ground disturbing activities take place over as short a timeframe as possible • Construct drainage crossing structures so as not to decrease channel stability or increase water volume or velocity. • Avoid areas with unstable slopes and soils • Control water runoff and direct flow to settling or rapid infiltration basins • Stabilize soil stockpiles with vegetation and other appropriate measures
Workers Environmental Awareness Training (WEAT)	• Provide employee WEAT upon initial hiring and at least once annually • The WEAT will include instruction of personnel on the identification and protection of ecological resources (especially for special status species), including knowledge of required design features. Workers will be trained so that only qualified biologists are permitted to handle listed species according to specialized protocols approved by the USFWS. Workers shall not approach wildlife for photographs or feed wildlife
Minimize Impacts from Hazardous Wastes	• Identify the anticipated waste generation streams at the site and hazardous waste storage locations during site design • Conduct site characterization, construction, operation, and decommissioning activities in compliance with applicable federal and state laws and regulations • Ensure vehicles and equipment are in proper working condition to reduce potential for leaks of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials
Minimize Impacts on Water Resources	• Prevent the release of project waste materials into stormwater discharges • Develop measures to prevent potential groundwater and surface water contamination through incorporation of those measures into the Spill Prevention and Emergency Response Plan as appropriate • Minimize land disturbance in ephemeral washes and dry lakebeds • Design stormwater to flow through or around the facility using existing washes when feasible, instead of concrete-lined channels

	• Avoid washing equipment or vehicles in proximity to streams and wetlands • Use of only EPA-compliant pesticides/herbicides • Transport, store, manage, and dispose of hazardous materials and vehicle/equipment fuels in accordance with accepted BMPs
Minimize Fire Risk	• Develop and implement fire management measures that include providing worker training • Design and construct the solar facilities to ensure sufficient room for fire management within the site and its facilities to minimize the risk of fire moving outside the site and the risk of fire threatening the facility from outside
Weed Management	• BMPs for weed management would be employed including but are not limited to, cleaning wheel wells, bumpers, undercarriages of heavy equipment etc. to prevent spread of weeds throughout project area
Trash Management	• Trash will be covered at all times and disposed of properly • Trash will be removed regularly to reduce attractiveness to opportunistic predators such as ravens and coyotes
Reclamation	• Remove and recycle (to the extent practical) all equipment associated with the Project • Remove or bury remaining foundations • Practice concurrent reclamation if the Project is decommissioned in phases • Revegetate with a BLM-approved, certified weed-free seed mixture at an application • Establish an approved bonding mechanism to cover the full cost of decommissioning and vegetation reestablishment

7.0 Literature Cited

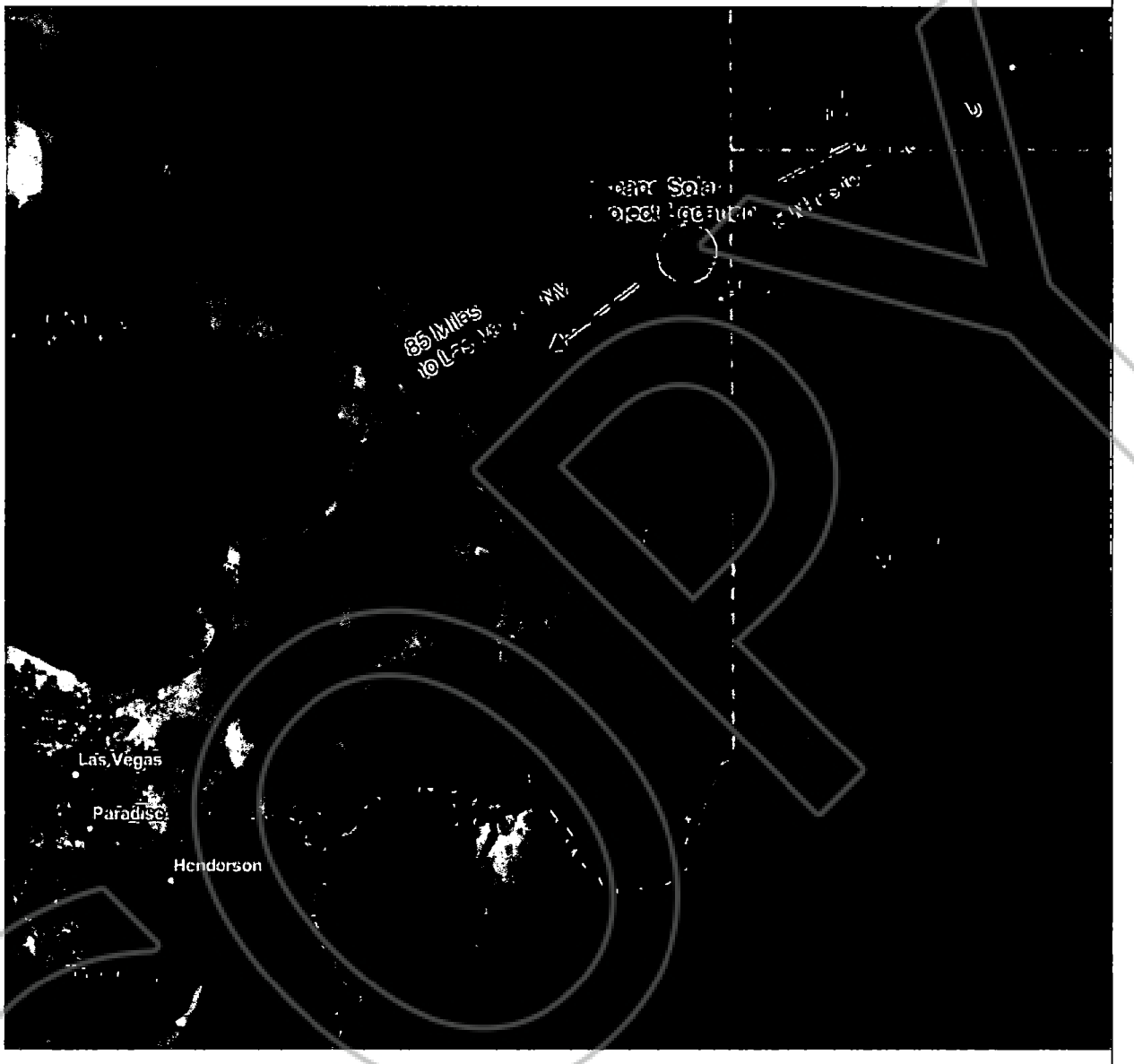
Southeastern Lincoln County Habitat Conservation Plan, January 2010

Environmental Impact Statement, Southeastern Lincoln County Habitat Conservation Plan, January 2010

8.0 Appendixes

Appendix A: Vicinity Map

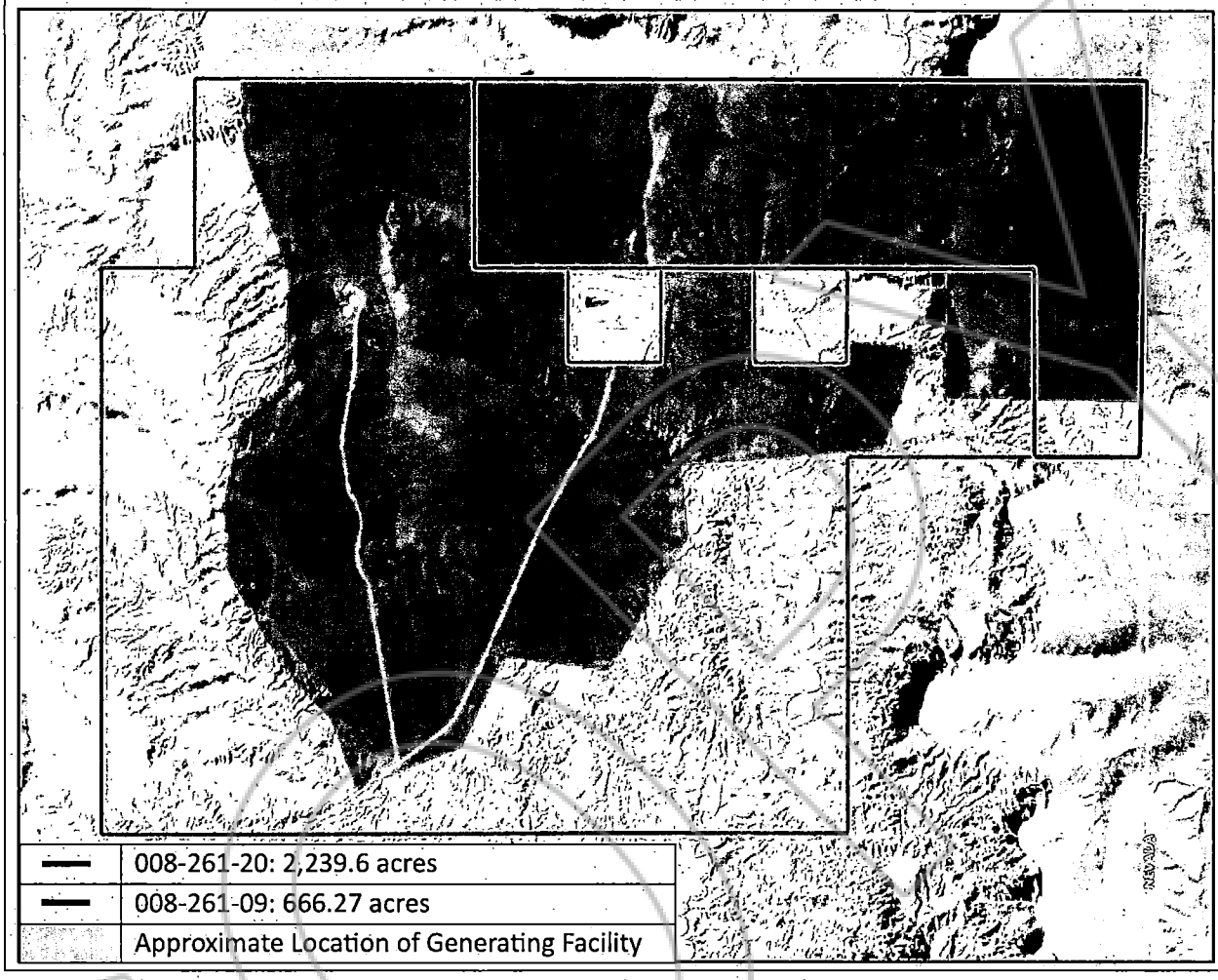
Vicinity Map



The project is located approximately 85 miles NE of Las Vegas and 45 miles SW of St. George, UT near the Mesquite Landfill.

Appendix B: Map of the Parcels

Map of Parcels



Appendix C: Legal Descriptions

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 008-261-20
OWNER: C & O HOLDINGS, LLC

EXHIBIT "A"

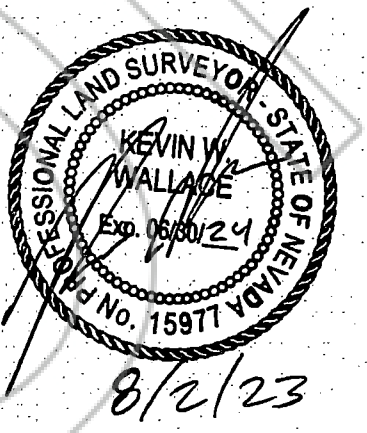
EXPLANATION: THIS DESCRIPTION REPRESENTS A PARCEL OF LAND IN SUPPORT OF THE LINCOLN COUNTY SOLAR PROJECT.

DESCRIPTION

TOWNSHIP 12 SOUTH, RANGE 71 EAST, MOUNT DIABLO MERIDIAN, LINCOLN COUNTY, NEVADA

SECTION 16 – E1/2 SE1/4, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7
SECTION 17 – SW1/4, NW1/4, W1/2 SE1/4, LOT 2, LOT 3
SECTION 18 – E1/2 NE1/4, SW1/4
SECTION 19 – E1/2
SECTION 20 – ALL
SECTION 21 – W1/2

KEVIN W. WALLACE, P.L.S.
NEVADA LICENSE NO. 15977



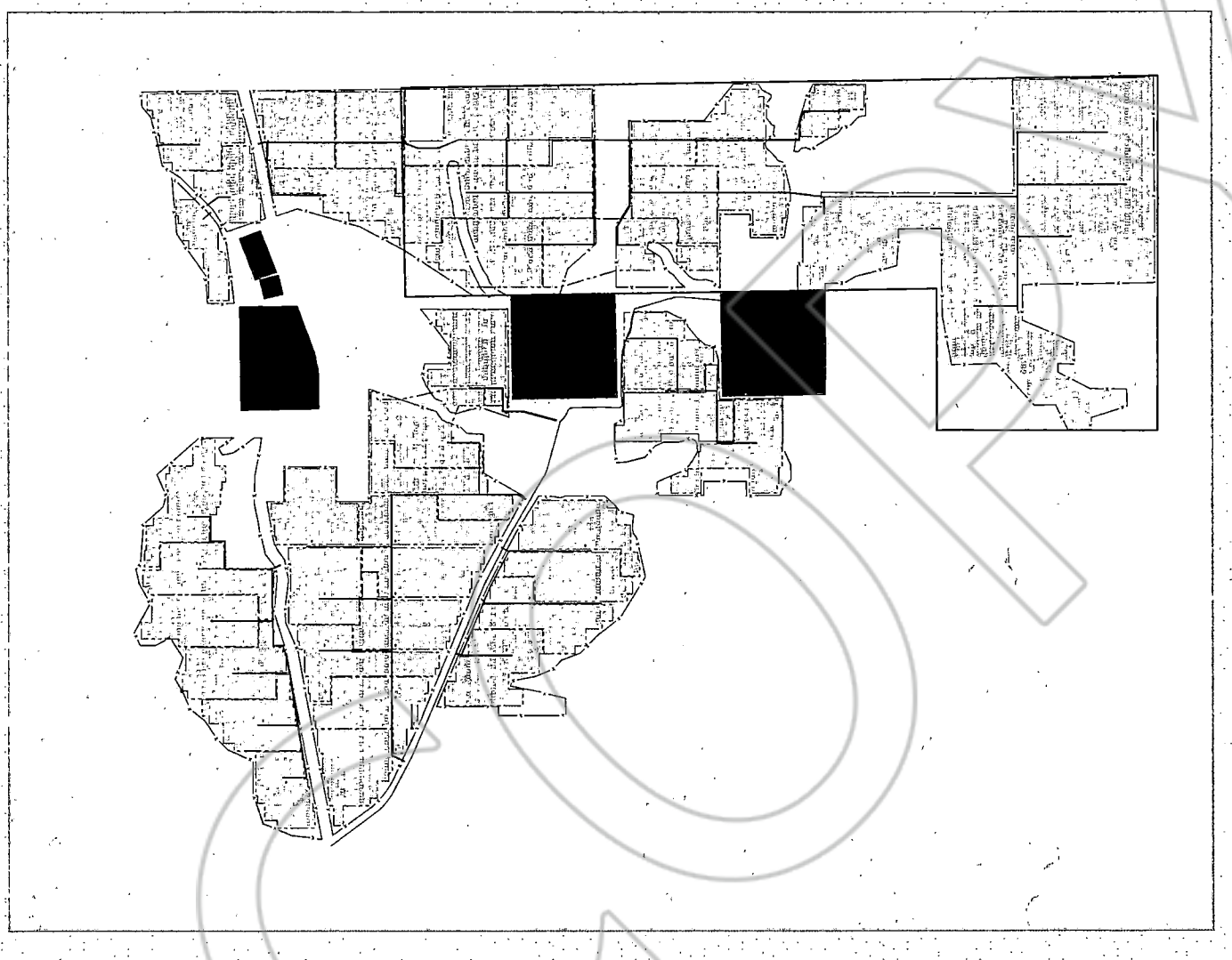
C:\Users\bnewport\DC\ACCDocs\Projects\EST-23117 Lincoln County Solar\Project Files\Legals\23117-LEGAL DESCRIPTION.docx
6525 W. Warm Springs Road, Suite 100, Las Vegas, Nevada 89118, Ph: 702.212.3967
Fx: 702.212.3963

Legal Description of the Generating Facility
Parcel 008-261-09

The Land referred to herein below in situated in the County of Lincoln, State of Nevada, and is described as follows:

GOVERNMENT LOTS 5, 6, 7 AND 8 IN SECTION 15, GOVERNMENT LOT 1 AND THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4), THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, GOVERNMENT LOT 1 AND THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4), THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) SECTION 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M.

Appendix D: Indicative Solar Site Layout



1 Overall Site Plan
1" = 700'

LEGEND

- PROJECT BOUNDARY
- RIGHT-OF-WAY LINES
- PROPOSED SECURITY FENCE
- PROJECT BESS YARD
- EXCEL EASEMENT
- PROPOSED SOLAR ARRAY
- INVERTER BLOCK BOUNDARY
- PROPOSED INVERTER
- PROPOSED ACCESS ROAD

Westwood

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

PREPARED FOR

50 West Liberty Street Suit 430
Reno, NV 89501

REVISIONS:

#	DATE	COMMENT	BY	CHK	APR
A	07/27/23	ISSUED FOR EXHIBIT	LD	GK	JJ

0' 700' 1400' 2100'

Escape Solar Project

Lincoln County, Nevada

Overall Site Plan

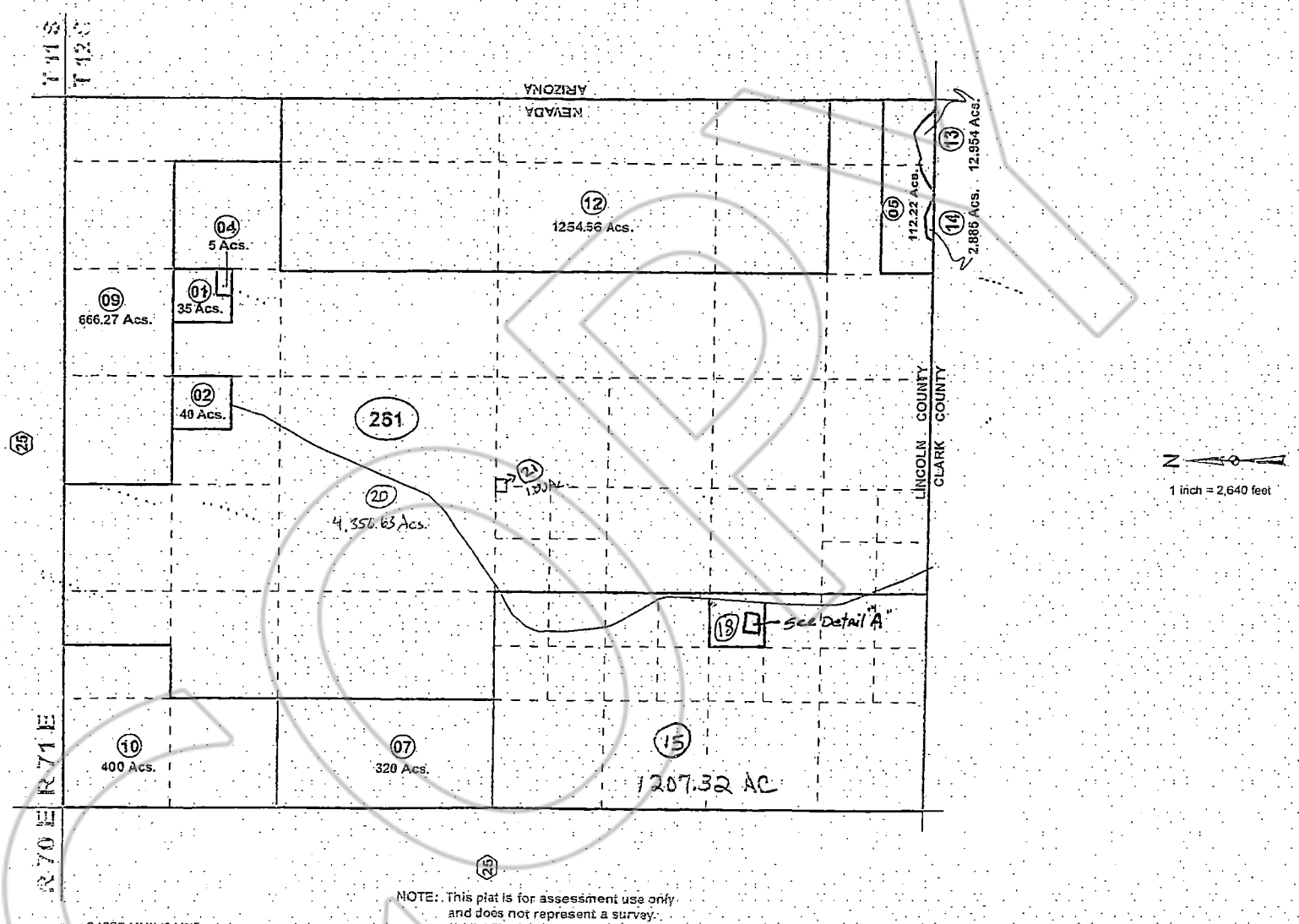
ISSUED FOR EXHIBIT

DATE: 07/27/2023

SHEET: PV.E0300 REV: A

Appendix E: Assessors Map

08-26



LC ASSR / MAY 10 / MJF
LC ASSR / NOV 05 / MM
LCA / DO / 75'

NOTE: This plat is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
NEVADA TAX COMMISSION