

Conditional Use Permit (CUP) Application Package

EG Orion Solar Project

December 2024

For Submittal to:

San Juan County Planning & Zoning and Building Department

117 S. Main Street P.O. Box 9

Monticello, Utah 84535

Prepared by:

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1. Introduction

Enfinity Global (d/b/a EG US Devco LLC) is pleased to submit this Conditional Use Permit (CUP) Application Package for the proposed Orion Solar Project (Project) - Solar PV, battery energy storage system (BESS) and associated Project substation. The Project will consist of an approximately 199 megawatts alternating current (MWac) solar photovoltaic (PV) renewable energy facility, 400 megawatt-hour (MWh) of energy storage, an onsite Project substation, and will occupy approximately 1,723 acres, in San Juan County, Utah. The Project will connect the facility output to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

The proposed Project site is located approximately 9.4 miles north of Monticello, Utah; east of Highway 191 and north of County Road 331. The Subject Property consists of 1,723 acres in Township 32 South, Range 24 East, Sections 5, 8, 9, 10, and 16. The Project Area consists of three private landowners that are currently using the property for agricultural and ranching operations.

Orion Solar Energy Facility, LLC representatives met with Mark McDonald, San Juan County Chief Administrative Office on September 26, 2023, to review the proposed Project.

EG US Devco LLC is pursuing this project in anticipation of the sale of power to a utility serving Utah. The Project Area is ideal due to the solar resource, topography, and proximity to a point of interconnection. The Project will support economic development through job creation, taxes, and construction activity in San Juan County, as well as assist in meeting Utah's renewable energy portfolio standard goals.

2. Property Information

2.1 Project Location

The proposed Project site is located approximately 9.4 miles north of Monticello, Utah; east of US Highway 191 and north of County Road 331. The Project facility site is located on 1,723 acres on eight parcels with Assessor's Parcel Numbers (APNs) shown in the table below. Refer to Figure 1 showing the Project map.

The Project is in the Monticello Upland ecoregion within the Colorado Plateaus ecoregion (Woods et al. 2001). This region is defined by gently sloping uplands blanketed by deposited eolian material. Soils are characterized by deep, silty Mollisols that can retain enough moisture. These soils sustain dryland farming for winter wheat and pinto beans. Shallow or stony soils are found along the rims of benches and minor escarpments, which support pinyon-juniper woodland. The detailed legal description of the Project Area is described in the Title Commitment Report attached as Appendix A.

Table 1: Land Parcel Description

Owner Name	Parcel ID
James T. and Linda C. Boulden (Basin Land & Livestock FLP)	32S24E080000
	32S24E056600
Richard D. Francom	32S24E090600
	32S24E160000
	32S24E106000
Trent and Russell Schafer	32S24E090000
	32S24E102400
	32S24E107800

2.2 Project Area Zoning and Land Use Designations

The Project Area consists of private landowners that are currently using the property for agricultural and ranching operations. No state or federal lands are present adjacent to the Project Area. Primary land cover within and adjacent to the Project Area is cropland and grassland/herbaceous. Existing structures within the Project Area include high-powered transmission lines (PacifiCorp 345kV) and County roads.

The Project Area and adjacent parcels fall within Agriculture (AG) zoning district. In accordance with the San Juan County Zone Use Table (Addendum B) Regulations, a solar PV facility is allowable use with a Conditional Use Permit (CUP) within the AG zoning district.

Current Use

The Subject Property is currently used for grazing cattle while most of the land is undeveloped rangeland.

Past Use of Site

Based on a review of aerial photographs, the Project Area was primarily rangeland and grazing pastures with some scattered cropland since 1937, with an increase in agricultural activity until 1950. Since 1950, agricultural fields appear to have reverted back to rangeland until the present day. A few pond features observed on the aerial photographs suggest that parts of the Project Area were used for grazing cattle.

Adjoining Properties and Surrounding Area

Lands adjacent to the Project Area are used for homesteads, agriculture, and rangeland as follows:

- North – Rangeland.
- Northeast – Rangeland.
- East – Agricultural fields, homestead, and rangeland.
- Southeast - Rangeland.
- South – Homestead, pastures, and rangeland.
- Southwest - Homestead, agricultural fields, and rangeland.
- West – Homestead, agricultural fields, and rangeland.
- Northwest - Rangeland.



3. Project Information

The overall Project will involve the construction and operation of a 199 MWac solar photovoltaic (PV) electric generation, 400 MWh energy storage facility and facility substation interconnecting to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

3.1 General Description of Structures and Roads

Sturgeon Road (County Road 320) runs north to south through the west side of the Project Area. Schafer Road (County Road 330) runs east to west along the northern border of the Project Area until it connects to County Road 320. Tarb Cuoff (County Road 321) extends west from County Road 320, south of the Project Area, and merges with Tarb Road (County Road 321). Tarb Road runs north, from the merge point of County Road 321 to the west corner of the Project Area. A network of two-track roads extends across the Project Area.

A 345kV overhead transmission line runs north to south through the west part of the Project Area, adjacent to a second overhead transmission line (138kV). A third overhead transmission line (69kV) runs north to south, west of the Project Area along Tarb Road. All three (3) transmission lines are owned by PacifiCorp.

3.2 Facility Description

The solar field will consist of PV solar panels mounted on a single-axis tracking (SAT) system supported by driven pile foundations (or equivalent) with minimal anticipated ground disturbance required. The proposed facilities largely consist of installed solar field equipment and perimeter fencing. The SAT system aligns the panels in rows that rotate to face east in the morning hours and west in the afternoon hours, tracking the sun along a north/south axis to maximize solar energy production. At their highest point, the top edge of the PV panels will be approximately 8 to 10 feet above ground level depending on spot topography.

The Project will utilize UL-listed, commercially available crystalline silicon PV modules. The final quantity of PV solar panels will be determined during final engineering with the availability of detailed technical and engineering studies. Inverters and associated transformers, for the purpose of converting the DC electricity from the modules to AC electricity for the grid, will be installed throughout the site on concrete equipment pads. Impervious areas are limited to pile foundations, equipment pads, substation, and access roads.

The proposed energy storage system will be housed in storage enclosures. The battery storage enclosure design will each be approximately 20 feet long, 8 feet wide, and have a height of about 10 feet. The associated inverters, transformers, and switchgear will be located immediately adjacent to the enclosures on concrete pads. Selection of the enclosure will be determined by considering equipment efficiency performance during the detailed engineering design.

The energy storage equipment enclosures will be designed with a fire rating in conformance with national, state, and local standards. The enclosure will also have heating, ventilation, and air conditioning (HVAC) cooling with batteries to maintain energy efficiency. Power to the HVAC, lighting, etc. will be provided via a connection to the on-site station service transformer. The energy storage system will be un-staffed and will have remote operational control and periodic inspections/maintenance performed as necessary.

The facility substation will comprise of a main power transformer, HV circuit breakers, auxiliary transformer and revenue meter. Energy generated by the PV array will be stepped up through the main power transformer and will be delivered to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp. The number and height of the poles as well the type of conductor will be finalized during detailed design. The access to the Project site shall be via County Road 320 which is further connected to US Highway 191.

Gated and locked access points will be provided for the Project site and will always allow for first responder access. Internal access roads to major equipment pad locations will be all weather to ensure first responder access and circulation for operations and maintenance. The Project fence would be eight feet in height, have round capped posts and smooth top and bottom wire (no barbed wire) so that wildlife is not impaled. Lighting installed for the Project would be designed to provide minimum illumination needed to achieve safety and security and would be downward facing and shielded to focus illumination on the desired areas only. Security lighting may be provided at the facility substation, inverters, and the point(s) of access. The Project Area would not be lit at night to minimize wildlife attraction to project infrastructure and limit impacts to hunting, migration or other activities of wildlife.

The key components associated with this Project are:

- Facility substation, consisting of main power transformer, HV circuit breakers, auxiliary transformer and revenue meter.
- PV single-axis tracker (SAT) system and other associated electrical equipment;
- Energy storage batteries;
- Power conversion stations, consisting of inverters and medium voltage transformers;
- Underground collector lines;
- Internal access roads;
- Security fencing;
- Safety lighting;
- Emergency Response Plan/Fire Suppression System

3.3 Project Development Schedule

Construction of the proposed Project is anticipated to begin in Q4-2027, with the Project being operational in Q4-2029. It is anticipated that construction of the Project would take approximately 24 months to complete. The Project development schedule is shown in Table 2.

Table 2: Project Development Schedule

Activity	Proposed Timeline
Pre-construction: permitting, interconnection agreement, design, and Engineering, EPC contractor selection	Q4 2023-Q2 2027
Mobilization	Q3 2027
Start of construction	Q4 2027
Site grading and fencing	Q4 2027
Solar array and energy storage installation	Q1 2028
Project substation construction	Q1 2029
Facility Energization	Q3 2029
Commercial Operation	Q4 2029

3.4 Overview of Typical Construction Activities

Construction activities would primarily consist of site preparation, including installation of stormwater and erosion control measures, grading and civil work, equipment installation, material deliveries, and commissioning and equipment testing. The Project construction would generate temporary traffic, which would primarily consist of the delivery of construction equipment, vehicles, and materials, as well as daily construction worker trips. Most of the equipment (e.g., solar panels, inverters, tracker steel, transmission poles, substation circuit breakers, and substation steel) would be delivered to the Project site in standard widths and lengths by vans or covered flatbed trailers. Substation equipment, inverter enclosures, and pile drivers may be delivered to the Project site on wide-load trailers.

The Project will require water during construction activities primarily for fugitive dust control. The Project will haul water from a licensed water purveyor. The Project water usage would be a less intensive use of water supplies compared to the historical agricultural production activities.

Installation of the Project would be accomplished in the following steps:

- Grading, staking, and fencing;
- Clearing of the right-of-way;
- Construction of access roadway;
- Installation of solar arrays;
- Construction of facility substation;
- Reclamation required by San Juan County and/or participating landowner(s).

3.5 Overview of Operation Activities

Maintenance of the Project would require regular but occasional visual inspections, equipment servicing, and minor repairs. Overall, minimal maintenance requirements are anticipated, as the SAT systems would operate independently with less human involvement required. Power electronics would be serviced annually or bi-annually depending on the equipment type. On intermittent occasions, the presence of several workers may be required if major repair or replacement of equipment is necessary. However, due to the nature of the Project, such maintenance activities are anticipated to be infrequent. Onsite vegetation would be managed by typical landscape maintenance techniques, including the application of herbicides and manual weeding. All open and un-landscaped portions of the Project site would be maintained in good condition, with weeds, trash, and debris routinely removed from the site.

Once the solar panels are installed, the panels would operate during daylight hours, seven days per week, 365 days per year. Security would be maintained through an 8-foot-high fencing with round capped posts and smooth top and bottom wire installed along the perimeter of the entire Project site. Access points would be locked and accessible which would allow emergency response personnel and operations and maintenance workers rapid entrance to the Project site. The Project will require water during operations for panel washing operations. The Project will haul water from a licensed water purveyor. The Project water usage would be a less intensive use of water supplies compared to the historical agricultural production activities. Anticipated commercial operation is by Q4-2029 with decommissioning commencing at the end of the life of the Project.

4. Environmental Analysis

The following sections describe the evaluation and analysis of environmental and technical conditions on the site. Assessments involve reviewing available data, reports, literature, and planning documents, and onsite investigations by an engaged Professional environmental consultant.

4.1 Geology and Soil Resources

The Project Area is located within the Cretaceous sedimentary rocks in southeastern Utah unit, which consists of sandstone and shale, and the Quaternary eolian deposits unit.

The Natural Resources Conservation Service's (NRCS) Web Soil Survey Geographic database was used to identify soil series intersecting the Project Area. A total of five soil series were identified in the Project Area. All soils were classified as non-hydric.

Soils mapped within the Project Area include

- Northdale loam, low rainfall, 0 to 6 percent slopes (50.2%),
- Montvale very rocky very fine sandy loam, 2 to 25 percent slopes (44.2%),
- Northdale loam, low rainfall, 6 to 10 percent slopes (4.8%),
- Bond-Rizno fine sandy loams, 3 to 15 percent slopes (0.8%), and
- Ustic Torriorthents-Ustollic Haplargids complex, 10 to 60 percent slopes (>1%).

The Project Area intersects with riverine intermittent streams (R4SBC) and palustrine channels (PABFh, PEM1Ch, PEM1Ah) in the south and in the northwest corner. Surface water appears to flow from northwest to southeast, towards South Canyon. In the northwest corner of the Project Area, groundwater appears to flow northwest, towards Peter's wash.

A review of topographic maps indicates that the highest point is near the northwest corner at approximately 7,100 feet above mean sea level (AMSL). The lowest point is in the southeast corner of the Project Area at approximately 6,940 feet AMSL. The Project Area is intersected by drainages in the northwest corner and the south. Elevation tends to increase with northwest travel with an elevation gradient of approximately 160 feet across the Project Area.

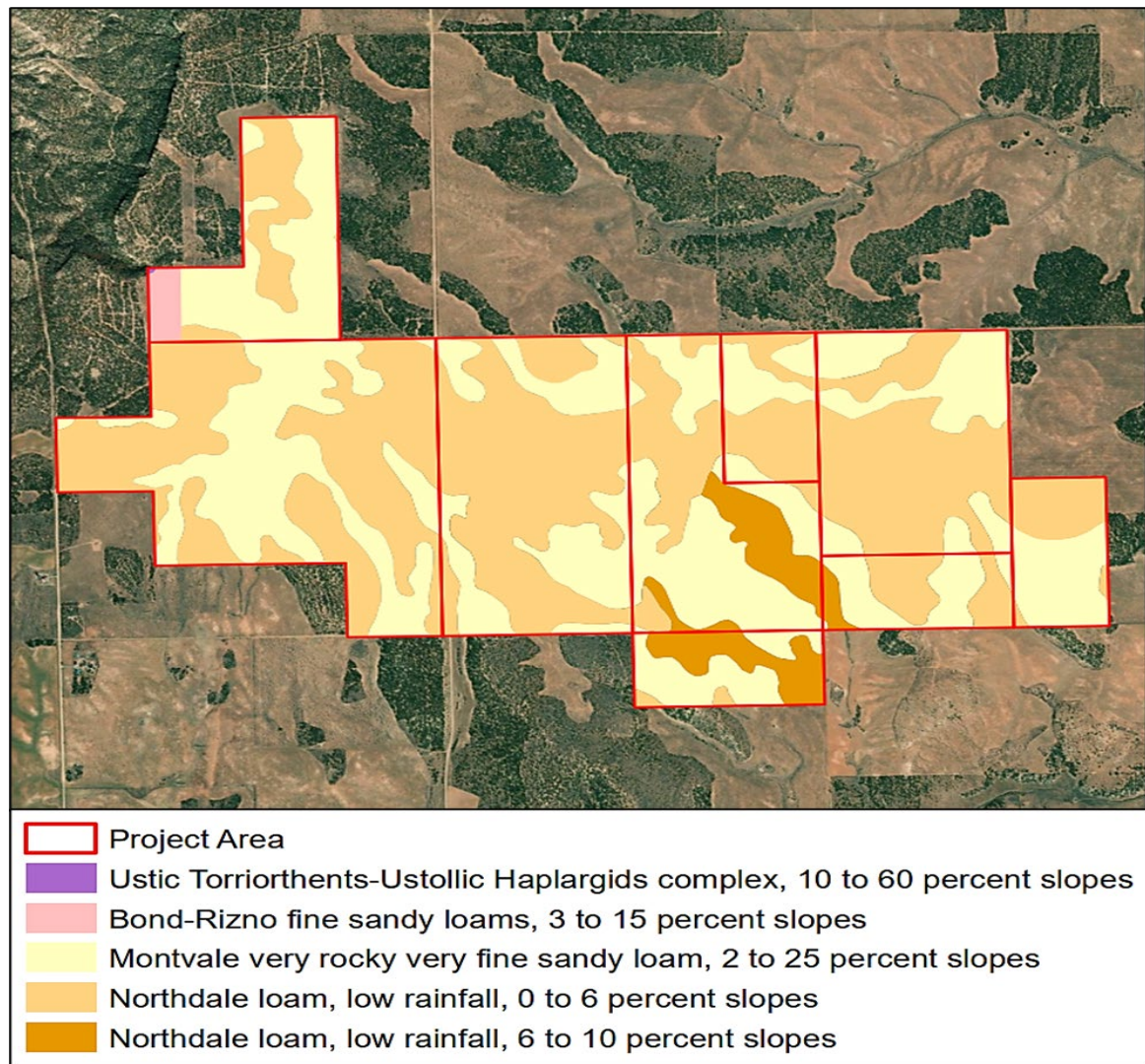


Figure 2: Soils Overview

No geological or soil conditions, including restrictive layers or erosion hazards, have been identified that would create a restrictive or hazardous effect from the Project implementation. The final design of the Project will be based on a geotechnical investigation of the Project Area. Temporary impacts on the soil are anticipated to occur during construction activities. Impacts on soils are expected to be limited to displacing and disturbing soils within the Project Area. Soil erosion would be controlled during construction by implementing the conditions of the National Pollutant Discharge Elimination System (NPDES), Construction General Permit, including an approved Stormwater Management Plan (SWMP). The SWMP would include both timing and staging construction practices to minimize erosion and specify best management practices (BMPs) to prevent any soil from leaving the Project Area via wind or water.

4.2 Surface Water

EG US Devco LLC has engaged Two Dot Consulting, LLC (2DOT) to conduct the analysis of surface water resources, including floodplain and wetland resources, in the Project Area.

4.3 Floodplains and Drainage

2DOT reviewed the Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL) which indicates that the Project Area is located in an unmapped area (FEMA 2024).

Minimal grading would be required in certain areas to flatten steep areas and make them usable for the solar module installation. However, grading activities from construction are not expected to substantially alter drainage patterns compared to existing conditions. The Project could result in a minor increase in the amount of impervious cover from the installation of the solar panel modules and other equipment. Expected improvement of natural site vegetative conditions would ensure that the potential impacts from the described site alterations would have a less than significant impact.

Prevention of erosion and sedimentation is an important part of the construction process. A Utah Pollutant Discharge Elimination System (UPDES) construction storm water permit (for soil disturbances of an acre or more) will be obtained, and the associated Stormwater Management Plan (SWMP) will be developed prior to construction. As applicable, permanent, and temporary erosion and stormwater control features will be constructed to prevent the off-site transport of soils and will be described in the site-specific SWMP.

4.4 Wetlands

2DOT conducted wetland survey on the Project site to evaluate potential presence of apparent jurisdictional Waters of the U.S. (WOUS), including wetlands, as defined and regulated by federal authority under 33 CFR Parts 320-330.

Wetlands as defined by the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (USACE), in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, (Federal interagency Committee for Wetland Determination, 1989), are "those areas that are inundated or saturated by surface or groundwater at a frequency and duration to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions."

2DOT performed on-site wetland delineation in April 2024. 2DOT delineated six wetlands, one ephemeral stream, and one swale within the Project Area based on desktop and on-site assessments.

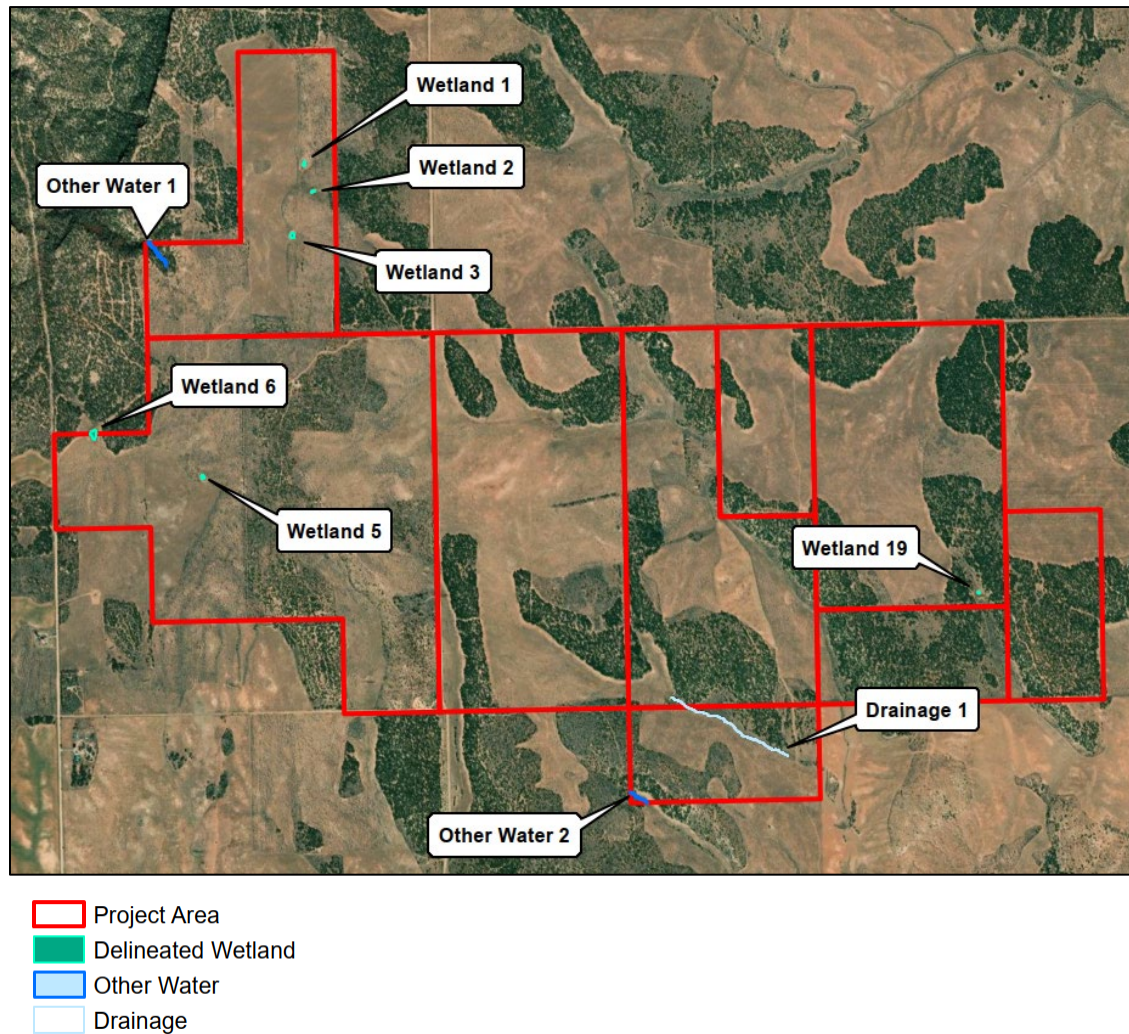


Figure 3: Delineated Wetlands

4.5 Biological Resources

I. Raptor Nest Surveys

2DOT completed three field surveys on April 8 - 11, April 30 - May 1, and May 28 - May 29, 2024. No active eagle or raptor nests were identified within the Study Area during all three surveys conducted in 2024. Due to the presence of potentially suitable raptor nesting habitat and nest structures within the Project Area, the Project developer shall conduct preconstruction raptor nest surveys to avoid any impacts to potential present raptors and adapt best management practices (BMP).

II. Burrowing Owl Surveys

2DOT conducted three early morning and late evening call-broadcast surveys at 10 observation points (01-10), during April 8-11, April 30-May 1, and May 28 - May 29, 2024, covering approximately 217 acres of suitable habitat within the Project Area. No Burrowing owls were detected at the 10 observation points across all three separate surveys.

4.6 Cultural Resources

AK Pioneer Consulting, LLC, engaged consultant, completed a file search at the Utah State Historic Preservation Office (USHP) and Utah Division of Arts & Museum (UDAM) database for eligible or listed National Register of Historic Places (NRHP) resources located within one mile of the study area of the Project. One inventory (U81UC0855) intersects the Project study area. No resources were recorded within that area. The inventories were conducted for mining, power lines, fuel reduction, uranium disposal, seismic lines, and transportation projects.

There are no known cultural resources within the Project study area. There are no historical markers within five miles of the Project. The closest markers are within the town of Monticello, approximately nine miles to the southwest (HMdb.org 2024). Those include markers for the Hyland Hotel, Monticello, Log Cabin, Old Log Church, Sod Roof Cabin, Cowboy Tack Shed, Veterans Memorial, and the Traveling Jail Cell.

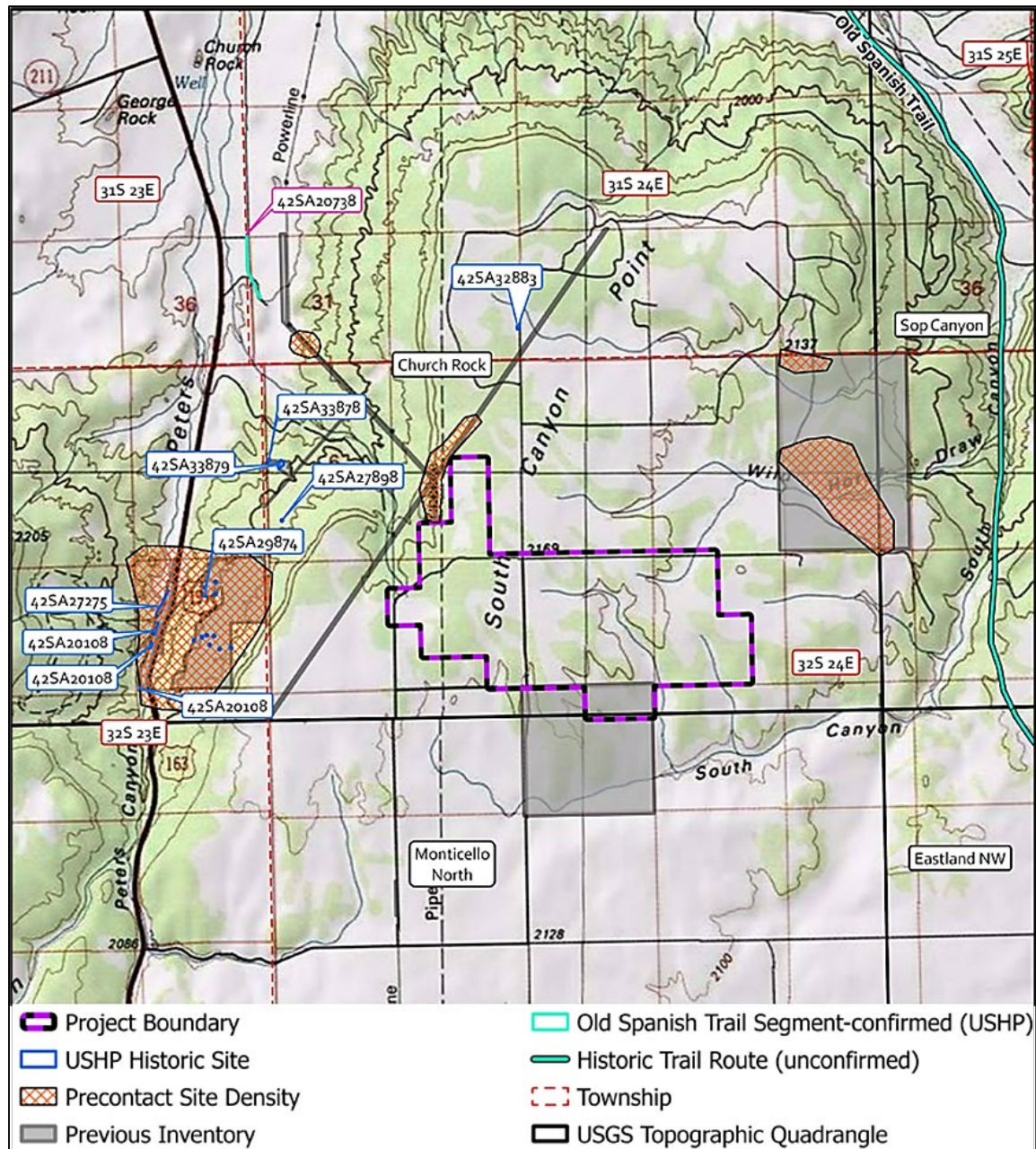


Figure 4: Previous inventories within one mile of the Project area

4.7 Noise

Given the rural nature of this area, normal background noise levels during operations are anticipated to be low (e.g., 20 to 40 decibels on an A-weighted scale [dBA]). Strong winds, traffic along County Road 320 and other nearby roads would add to the background noise levels (as indicated in Table 3). Project construction and operation would comply with San Juan County and/or Utah Noise Ordinances, as applicable.

Table 3: Noise levels by Source or Activity

Source/Activity	Indicative Noise level (dBA)
Threshold of Hearing	0
Rural night-time background	20-40
Quiet Bedroom	35
Car at 40 miles per hour	55
Threshold of pain	140

4.8 Air Quality

Solar energy generation facilities do not generate emissions of air pollutants or greenhouse gases during operations; therefore, no potential adverse impacts are anticipated that will require a detailed background assessment of local air quality. Short-term impacts on air quality could occur during the construction phase of the Project.

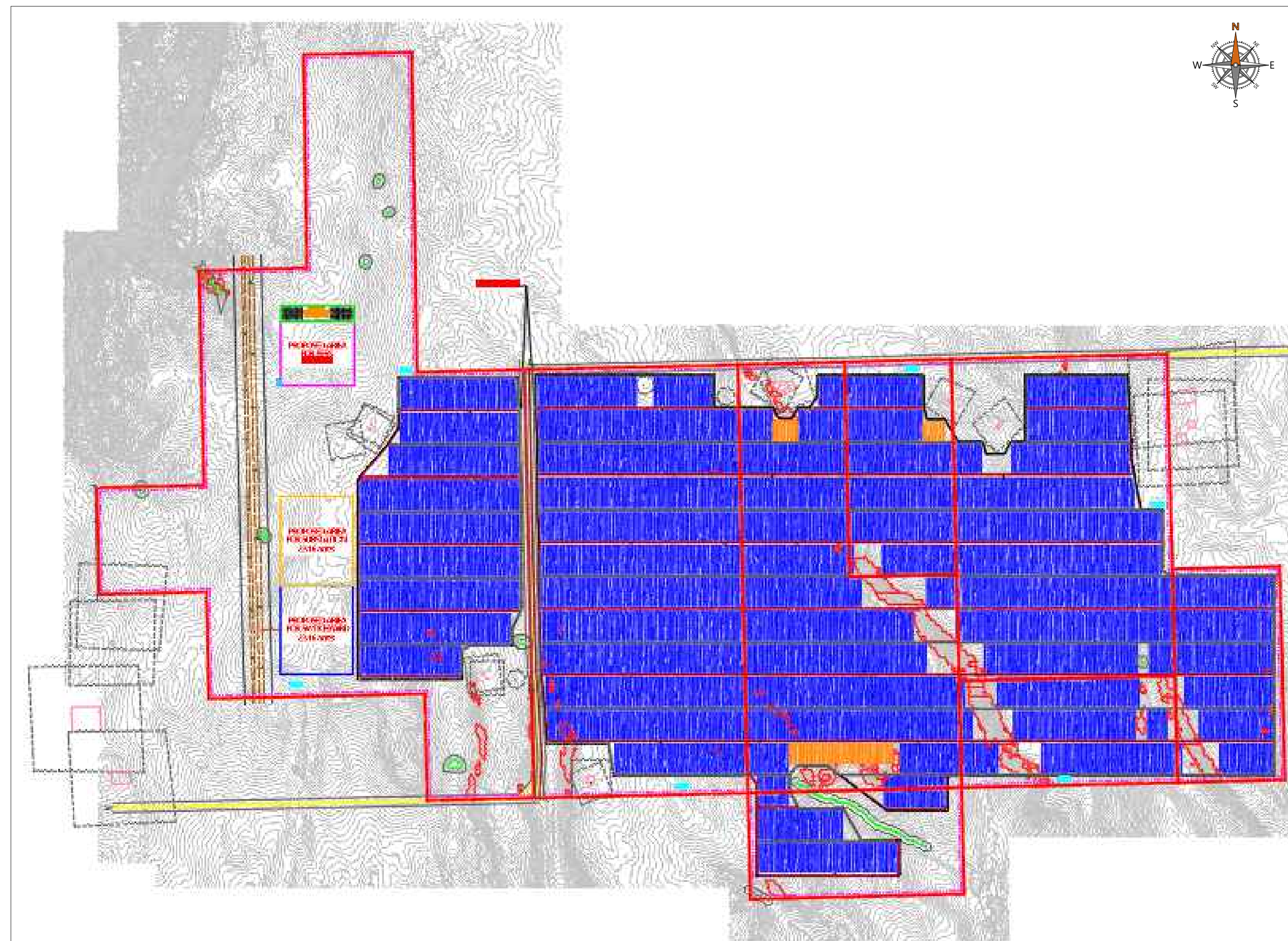
The Project will comply with the Utah Department of Environmental Quality (UDEQ) requirements for visible emissions, off-property transport, and off-vehicle transport of particulate matter for the site's activities, roads, and trucks.

4.9 Roads, Traffic, and Access

The Project may require a road use agreement with San Juan County Road Department to access the Project site from County Road 320 which is further connected to US Highway 191. EG US Devco LLC anticipates that the agreement shall be obtained during the Project pre-construction phase.

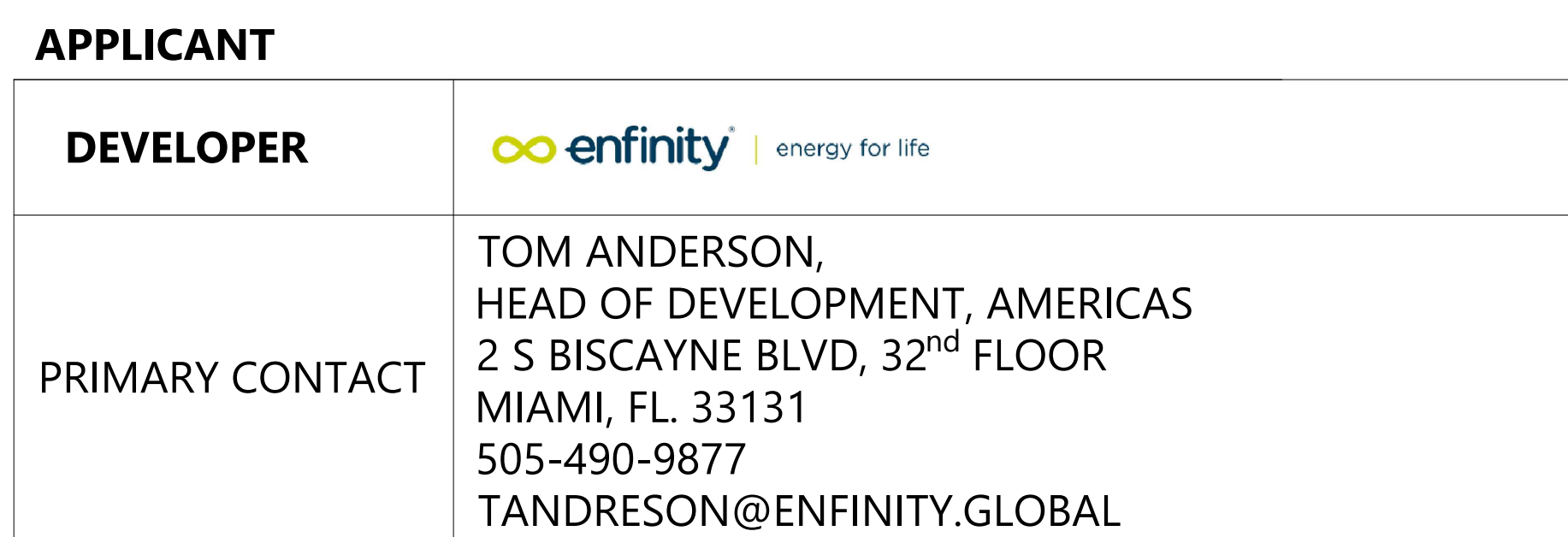
The Project Area is located in a remote area with generally little existing traffic. The Project would generate temporary construction traffic primarily consisting of the construction equipment and material deliveries, and worker vehicle trips. Most of the equipment (e.g., solar panels, inverters, tracker steel, transmission poles, substation circuit breakers, and substation steel) would be delivered to the Project site in standard widths and lengths by vans or covered flatbed trailers. Substation equipment, inverter enclosures, and pile drivers may be delivered to the Project site on wide-load trailers. The Applicant would comply with applicable permitting requirements for oversized loads. Maintenance of the Project would require regular but occasional visual inspections, equipment servicing, and minor repairs. During operations, the Project is not expected to result in significant impacts to traffic.

SAN JUAN COUNTY - TOWNSHIP 32 SOUTH, RANGE 24 EAST, SECTION 5, 8, 9, 10, 16



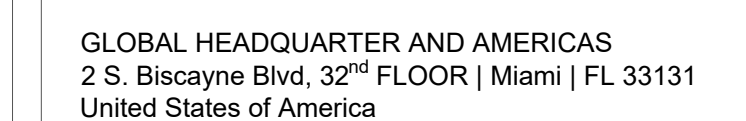
PROJECT MAP

NO SCALE



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REV	DATE	DESCRIPTION	DRN	DSN	CKD	APL



EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
COVER PAGE

PROJECT NO.: N/A

DRAWING NO.:

GD - 01

DATE: 12.26.2024	SHEET NO.: 01/01
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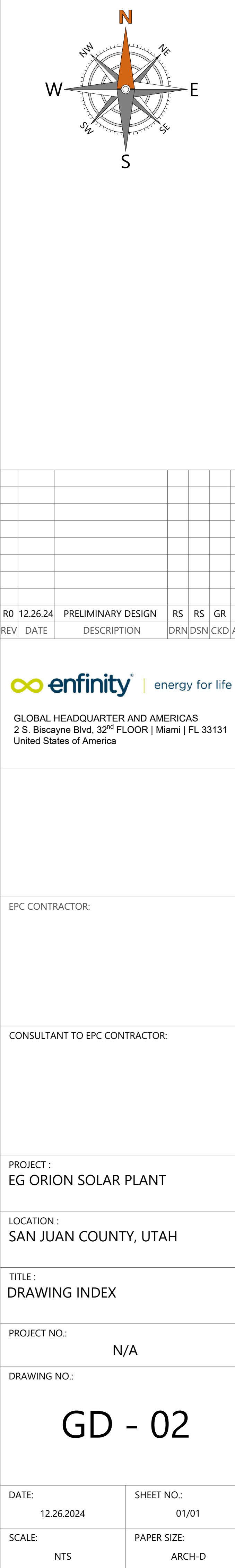
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01	GD - 01	COVER PAGE	0	12.26.2024
02	GD - 02	DRAWING INDEX	0	12.26.2024
03	ED - 01	PROPOSED LAYOUT KEY MAP	0	12.26.2024
04	ED - 02	PROJECT LEGAL DESCRIPTION	0	12.26.2024
05	ED - 03	PROJECT SITE PLAN	0	12.26.2024
06	ED - 04	CONCEPT PLAN	0	12.26.2024
07	ED - 05	DEVELOPMENT PLAN	0	12.26.2024
08	ED - 05	DEVELOPMENT PLAN SHEET-1	0	12.26.2024
09	ED - 05	DEVELOPMENT PLAN SHEET-2	0	12.26.2024
10	ED - 05	DEVELOPMENT PLAN SHEET-3	0	12.26.2024
11	ED - 05	DEVELOPMENT PLAN SHEET-4	0	12.26.2024
12	ED - 06	MVT ELEVATION PLAN	0	12.26.2024
13	ED - 07	BESS POWER STATION ELEVATION PLAN	0	12.26.2024
14	ED - 08	BATTERY CONTAINER ELEVATION PLAN	0	12.26.2024
15	ED - 09	345kv / 34.5kv SUBSTATION SECTION VIEW	0	12.26.2024
16	ED - 10	TRACKER ELEVATION PLAN	0	12.26.2024
17	ED - 11	FENCE PROFILE	0	12.26.2024
18	ED - 12	O & M BUILDING ELEVATION PLAN	0	12.26.2024



SL. NO.	DRAWING NO.	DRAWING TITLE	REVISION	DATE
01	GD - 01	COVER PAGE	0	12.26.2024
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06	ED - 04	CONCEPT PLAN	0	12.26.2024
07	ED - 05	DEVELOPMENT PLAN	0	12.26.2024
08	ED - 05	DEVELOPMENT PLAN SHEET-1	0	12.26.2024
09	ED - 05	DEVELOPMENT PLAN SHEET-2	0	12.26.2024
10	ED - 05	DEVELOPMENT PLAN SHEET-3	0	12.26.2024
11	ED - 05	DEVELOPMENT PLAN SHEET-4	0	12.26.2024
12	ED - 06	MVT ELEVATION PLAN	0	12.26.2024
13	ED - 07	BESS POWER STATION ELEVATION PLAN	0	12.26.2024
14	ED - 08	BATTERY CONTAINER ELEVATION PLAN	0	12.26.2024
15	ED - 09	345kV / 34.5kV SUBSTATION SECTION VIEW	0	12.26.2024
16	ED - 10	TRACKER ELEVATION PLAN	0	12.26.2024
17	ED - 11	FENCE PROFILE	0	12.26.2024
18	ED - 12	O & M BUILDING ELEVATION PLAN	0	12.26.2024

R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG
REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD



GLOBAL HEADQUARTER AND AMERICAS
2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
DRAWING INDEX

PROJECT NO.:

N/A

GD - 02

DATE: 12.26.2024	SHEET NO.: 01/01
SCALE: NTS	PAPER SIZE: ARCH-D

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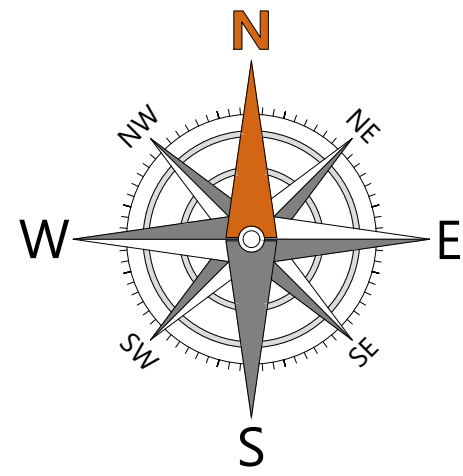
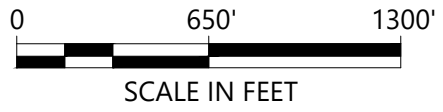


- NOTES:
1. ALL DIMENSIONS ARE IN FEET OTHERWISE SPECIFIED.
 2. TRACKER LOCATIONS INDICATED IN THE PRELIMINARY LAYOUT ARE TENTATIVE, COULD BE CHANGED DURING DETAILED ENGINEERING BASED ON CIVIL SURVEY & DESIGN.
 3. PITCH CONSIDERED IS AT 7.0 METERS (22.9658 FEET).
 4. BLOCK SIZE CONSIDERED FOR THE PRELIMINARY LAYOUT IS 4400 kVA.
 5. 50' N/S DISTANCE HAS BEEN MAINTAINED BETWEEN TABLE TO TABLE WHERE MVT SKIDS ARE LOCATED AND FOR OTHERS 20' HAS BEEN MAINTAINED.
 6. POSITIONS OF RETENTION BASIN ARE TENTATIVE.
 7. ALL ROADS ARE MAINTAINED AT 12' WIDTH.
 8. BENDING RADIUS FOR THE SERVICE ROADS ARE MAINTAINED AT 26'.
 9. OFFSET OF 10' HAVE BEEN MAINTAINED FROM FENCING TO PERIPHERAL ROAD CENTER.
 10. OFFSET OF MINIMUM 15' HAVE BEEN MAINTAINED FROM PERIPHERAL ROAD CENTER TO PV TRACKER TABLE EDGE.
 11. OFFSET OF MINIMUM 40' HAVE BEEN MAINTAINED FROM PARCEL BOUNDARY TO FENCE.
 12. 345 KV HUNTINGTON - PINTO TRANSMISSION LINE (POINT OF INTERCONNECTION) OWNED BY PACIFICORP IS PASSING THROUGH THE PROPOSED LAND PARCEL. THE PLANT IS PLANNED TO BE CONNECTED TO THIS EXISTING LINE THROUGH A GEN TIE OF <0.04 MILES (APPROXIMATE).

PLANT SUMMARY	
POI LATITUDE & LONGITUDE	38.0094° , -109.3122°
PLANT CAPACITY	258.7MWdc / 199MWac (POI)
MINIMUM TEMP.	-18.4 °C
MAXIMUM TEMP.	39.9 °C
TRANSFORMER BLOCK SIZE	4400 kVA
GCR %	34.05%
DC/AC RATIO AT POI	1.3
PITCH	7 MTRS (22.96')
INVERTER RATING	4400 kVA
INVERTER MAKE	SUNGROW
INVERTER MODEL	SG4400UD-MV-US
TOTAL NO. OF INVERTERS	53
PV MODULE RATING	685 Wp
PV MODULE MAKE	CANADIAN SOLAR
PV MODULE MODEL NO.	CS7N-685TB-AG
TOTAL NO. PV MODULES	377,676
PV MODULE DIMENSION (LxWxD)	2384x1303x33mm
MODULES PER 2 STRING TRACKERS	54 NO.
MODULES PER 3 STRING TRACKERS	81 NO.
TOTAL NO. OF 2 STRING TRACKERS	82
TOTAL NO. OF 3 STRING TRACKERS	4,608

LEGEND	
	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS

OFFSETS	
PROPOSED BOUNDARY - PROJECT AREA	40 FEET
WETLAND	50 FEET
EXISTING GAS PIPELINE	50 FEET
METEOROLOGICAL AND SILO TOWERS	100 FEET
OVER HEAD TRANSMISSION LINE	100 FEET
EXISTING STRUCTURES	200 FEET



REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG

enfinity | energy for life

GLOBAL HEADQUARTER AND AMERICAS
2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
PROPOSED LAYOUT KEY MAP

PROJECT NO.:
N/A

DRAWING NO.:

ED - 01

DATE: 12.26.2024	SHEET NO.: 01/01
SCALE: AS NOTED	PAPER SIZE: ARCH-D

PARCEL-1
PARCEL ID #32S24E056600
OWNER : BASIN LAND & LIVESTOCK FLP
AREA : 601.76 ACRES

PARCEL-2
PARCEL ID #32S24E080000
OWNER : BASIN LAND & LIVESTOCK FLP

PARCEL-3
PARCEL ID #32S24E090000
OWNER : SCHAFER RUSSELL
AREA : 319.89 ACRES

PARCEL-4
PARCEL ID #32S24E090000
OWNER : SCHAFER RUSSELL
AREA : 79.99ACRES

PARCEL-5
PARCEL ID #32S24E090600
OWNER : FRANCOM RICHARD D
AREA : 240.16 ACRES

PARCEL-6
PARCEL ID #32S24E160000
OWNER : FRANCOM RICHARD D
AREA : 79.91 ACRES

PARCEL-7
PARCEL ID #32S24E102400
OWNER : SCHAFER RUSSELL
AREA : 240.87 ACRES

PARCEL-8
PARCEL ID #32S24E106000
OWNER : FRANCOM RICHARD D
AREA : 80.4 ACRES

PARCEL-9
PARCEL ID #32S24E107800
OWNER : SCHAFER RUSSELL
AREA : 80.37 ACRES

PROPERTY DESCRIPTION:

PARCEL 1 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 5 : LOT 15; SE1/4 SW1/4 AND W1/2 SE1/4
PARCEL ID : 32S24E056600

PARCEL 2 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 8 : NE1/4 SW1/4; S1/2 NW1/4; NE1/4 NW1/4; SE1/4 SE1/4;
NE1/4 and N1/2 SE1/4
PARCEL ID : 32S24E080000

PARCEL 3 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:
SECTION 9 : W1/2
PARCEL ID : 32S24E090000

PARCEL 4 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:
SECTION 9 : E1/2 NE1/4
PARCEL ID : 32S24E090000

PARCEL 5 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 9 : E1/2 ; SE1/2 NW1/4
PARCEL ID : 32S24E090600

PARCEL 6 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 16 : E1/2 NE1/4
PARCEL ID : 32S24E160000

PARCEL 7 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 10 : N1/2 SW1/4 , NW1/4
PARCEL ID : 32S24E102400

PARCEL 8 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 10 : W1/2 SW1/4
PARCEL ID : 32S24E010600

PARCEL 9 : TOWNSHIP 32 SOUTH, RANGE EAST, SLM:
SECTION 10 : W1/2 SE1/4
PARCEL ID : 32S24E107800

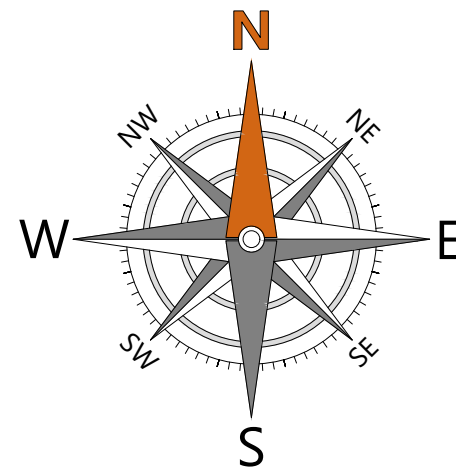
NOTES :

1. OVERALL PROJECT AREA - 1723.35 ACRES
2. USED AREA - 1156.64 ACRES

0 650' 1300'
SCALE IN FEET

0 650' 1300'

SCALE IN FEET



GLOBAL HEADQUARTER AND AMERICAS
2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

CONSULTANT TO EPC CONTRACTOR

PROJECT :
REG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
PROJECT LEGAL DESCRIPTION

PROJECT NO.: N/A

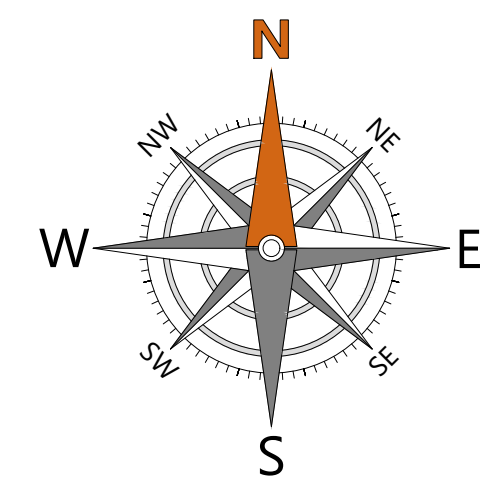
DRAWING NO.:

ED - 02

DATE: 12.26.2024	SHEET NO.: 01/01
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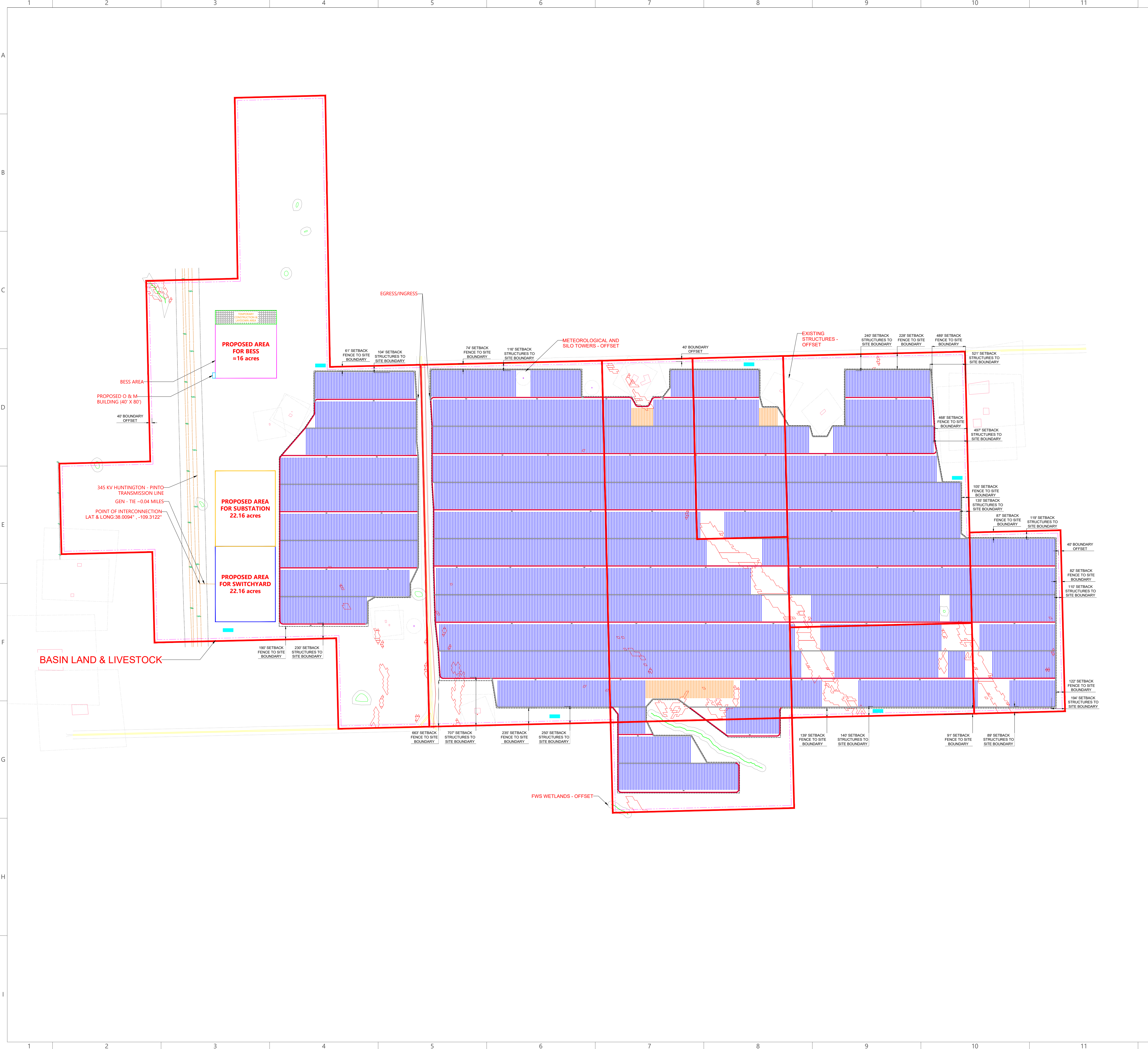
[illegible]

A horizontal scale bar with three segments. The first segment is white, the second is black, and the third is white. The segments are labeled 0, 650', and 1300' respectively. Below the bar is the text "SCALE IN FEET".



SCALE:	PAPER SIZE:
AS NOTED	ARCH-D

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NOTES:

- ALL DIMENSIONS ARE IN FEET OTHERWISE SPECIFIED.
- TRACKER LOCATIONS INDICATED IN THE PRELIMINARY LAYOUT ARE TENTATIVE, COULD BE CHANGED DURING DETAILED ENGINEERING BASED ON CIVIL SURVEY & DESIGN.
- PITCH CONSIDERED IS AT 7.0 METERS (22.9658 FEET).
- BLOCK SIZE CONSIDERED FOR THE PRELIMINARY LAYOUT IS 4400 KVA.
- 50' N/S DISTANCE HAS BEEN MAINTAINED BETWEEN TABLE TO TABLE WHERE MVT SKIDS ARE LOCATED AND FOR OTHERS 20' HAS BEEN MAINTAINED.
- POSITIONS OF RETENTION BASIN ARE TENTATIVE.
- ALL ROADS ARE MAINTAINED AT 12' WIDTH.
- BENDING RADIUS FOR THE SERVICE ROADS ARE MAINTAINED AT 26'.
- OFFSET OF 10' HAVE BEEN MAINTAINED FROM FENCING TO PERIPHERAL ROAD CENTER.
- OFFSET OF MINIMUM 15' HAVE BEEN MAINTAINED FROM PERIPHERAL ROAD CENTER TO PV TRACKER TABLE EDGE.
- OFFSET OF MINIMUM 40' HAVE BEEN MAINTAINED FROM PARCEL BOUNDARY TO FENCE.
- 345 KV HUNTINGTON - PINTO TRANSMISSION LINE (POINT OF INTERCONNECTION) OWNED BY PACIFICORP IS PASSING THROUGH THE PROPOSED LAND PARCEL. THE PLANT IS PLANNED TO BE CONNECTED TO THIS EXISTING LINE THROUGH A GEN TIE OF <0.04 MILES (APPROXIMATE).

PLANT SUMMARY	
POI LATITUDE & LONGITUDE	38.0094° , -109.3122°
PLANT CAPACITY	258.7MWdc / 199MWac (POI)
MINIMUM TEMP.	-18.4 °C
MAXIMUM TEMP.	39.9 °C
TRANSFORMER BLOCK SIZE	4400 kVA
GCR %	34.05%
DC/AC RATIO AT POI	1.3
PITCH	7 MTRS (22.96')
INVERTER RATING	4400 kVA
INVERTER MAKE	SUNGROW
INVERTER MODEL	SG4400UD-MV-US
TOTAL NO. OF INVERTERS	53
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PV MODULE MAKE	CANADIAN SOLAR
PV MODULE MODEL NO.	CS7N-685TB-AG
TOTAL NO. PV MODULES	377,676
PV MODULE DIMENSION (LxWxD)	2384x1303x33mm
MODULES PER 2 STRING TRACKERS	54 NO.
MODULES PER 3 STRING TRACKERS	81 NO.
TOTAL NO. OF 2 STRING TRACKERS	82
TOTAL NO. OF 3 STRING TRACKERS	4,608

LEGEND	
	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS

OFFSETS	
PROPOSED BOUNDARY - PROJECT AREA	40 FEET
WETLAND	50 FEET
EXISTING GAS PIPELINE	50 FEET
METEOROLOGICAL AND SILO TOWERS	100 FEET
OVER HEAD TRANSMISSION LINE	100 FEET
EXISTING STRUCTURES	200 FEET

0650'1300'

SCALE IN FEET

REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG

energy for life

GLOBAL HEADQUARTER AND AMERICAS

2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131

United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :

EG ORION SOLAR PLANT

LOCATION :

SAN JUAN COUNTY, UTAH

TITLE :

CONCEPT PLAN

PROJECT NO.:

N/A

DRAWING NO.:

ED - 04

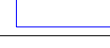

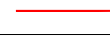




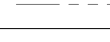
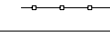
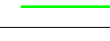

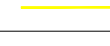
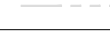




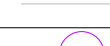








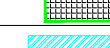


DATE:	12.26.2024	SHEET NO.:	01/01
SCALE:	AS NOTED	PAPER SIZE:	ARCH-D

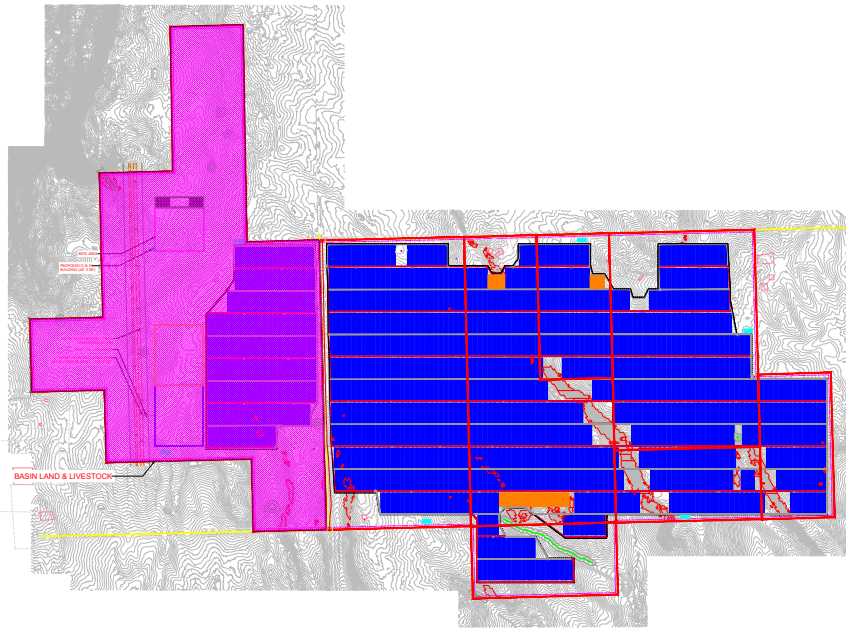
SCALE:	PAPER SIZE:
AS NOTED	ARCH-D

This topographic map illustrates a proposed solar farm layout. The site is divided into several key areas:

- PROPOSED AREA FOR BESS**: Approximately 16 acres, outlined in pink.
- PROPOSED AREA FOR SUBSTATION**: 22.16 acres, outlined in yellow.
- PROPOSED AREA FOR SWITCHYARD**: 22.16 acres, outlined in blue.
- BESS AREA**: Indicated by a red outline and label.
- PROPOSED O & M BUILDING (40' X 80')**: A small rectangular structure within the BESS area.
- 40' BOUNDARY OFFSET**: A line parallel to the BESS area boundary.
- 345 KV HUNTINGTON - PINTO TRANSMISSION LINE**: A vertical line passing through the site.
- GEN - TIE - 0.04 MILES**: A line connecting the transmission line to the BESS area.
- POINT OF INTERCONNECTION**: Located at LAT & LONG: 38.0094°, -109.3122°.
- BASIN LAND & LIVESTOCK**: A large area at the bottom left, outlined in red.
- EGRESS/INGRESS**: A path on the right side of the site.
- 61' SETBACK FENCE TO SITE BOUNDARY** and **104' SETBACK STRUCTURES TO SITE BOUNDARY**: Setback lines on the right side.
- 190' SETBACK FENCE TO SITE BOUNDARY** and **230' SETBACK STRUCTURES TO SITE BOUNDARY**: Setback lines at the bottom.
- 663' SETBACK FENCE TO SITE BOUNDARY**: A setback line at the bottom right.

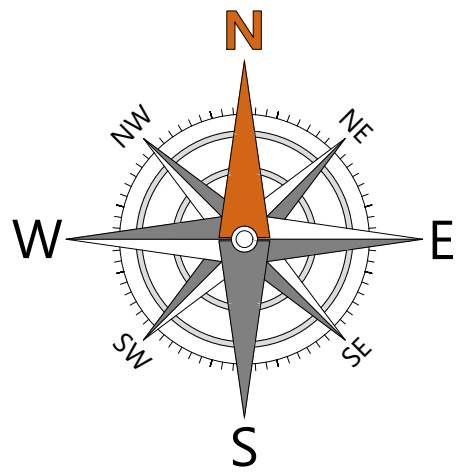
The map also shows contour lines, a north arrow, and a legend for the proposed areas.

	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150' X 50')
	EGRESS/INGRESS



0 650' 1300'

SCALE IN FEET



R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG
REV	DATE	DESCRIPTION	DRN DSN	CKD	APD	



GLOBAL HEADQUARTER AND AMERICAS
2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
DEVELOPMENT PLAN SHEET - 1

PROJECT NO.: N/A

DRAWING NO.:

ED - 05

DATE: 12.26.2024	SHEET NO.: 02/05
SCALE: AS NOTED	PAPER SIZE: ARCH-D

III

SCALE:	PAPER SIZE:
AS NOTED	ARCH-D

TO
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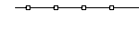




















250' SETBACK
STRUCTURES TO
SITE BOUNDARY

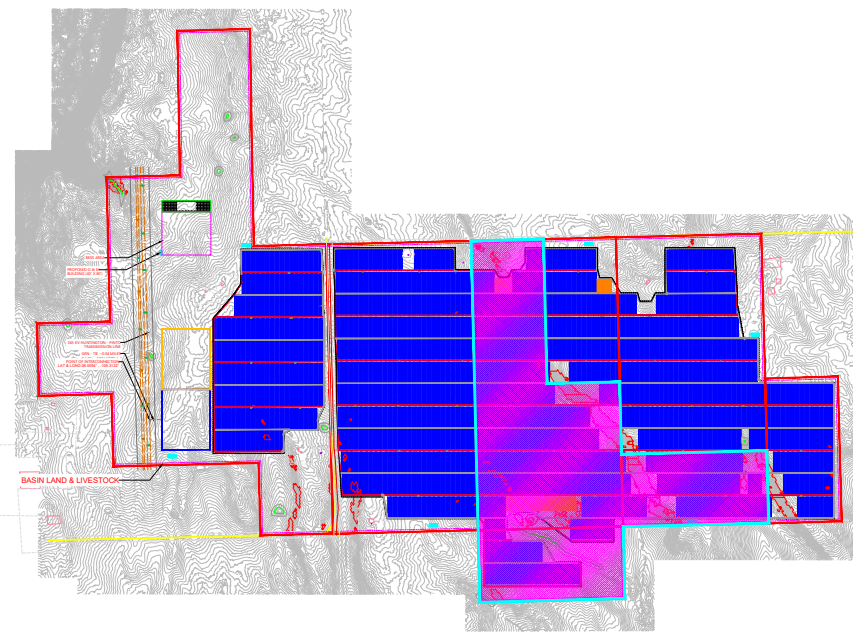
FWS WETLANDS - OFFSET

139' SETBACK
FENCE TO SITE
BOUNDARY

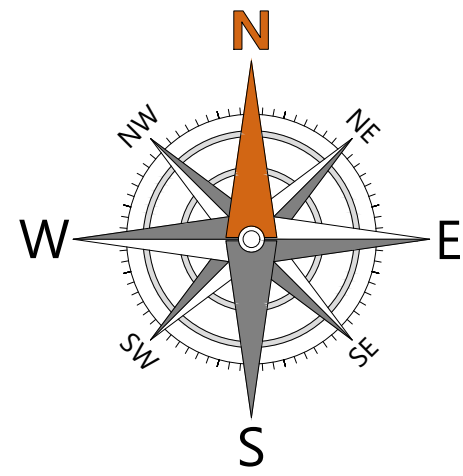
140' SETBACK
STRUCTURES TO
SITE BOUNDARY

91' SETBACK
FENCE TO SITE
BOUNDARY

LEGEND	
	SINGLE AXIS TRACKER 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS



A horizontal scale bar with a black and white checkered pattern. It is labeled '0' at the left end, '300'' at the midpoint, and '600' at the right end. Below the bar, the text 'SCALE IN FEET' is centered.

[illegible]

R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG
REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD



GLOBAL HEADQUARTER AND AMERICAS
2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
DEVELOPMENT PLAN SHEET - 3

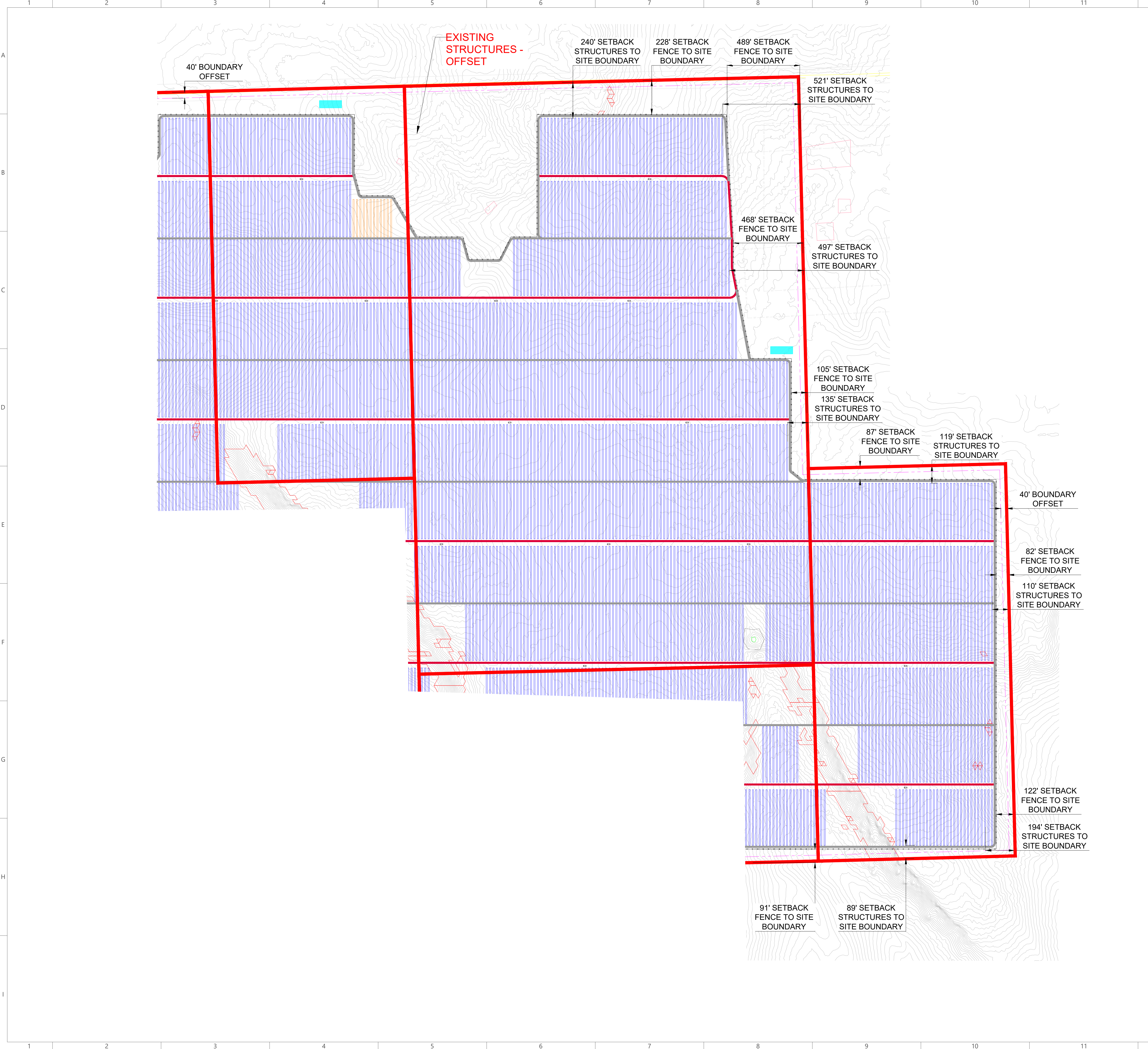
PROJECT NO.: N/A

DRAWING NO.:

ED - 05

DATE: 12.26.2024	SHEET NO.: 04/05
SCALE: AS NOTED	PAPER SIZE: ARCH-D

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PROPERTY DESCRIPTION:

PARCEL 1 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 5 : LOT 15; SE1/4 SW1/4 AND W1/2 SE1/4
PARCEL ID : 32S24E056600

PARCEL 2 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 8 : NE1/4 SW1/4; S1/2 NW1/4; NE1/4 NW1/4; SE1/4 SE1/4;
NE1/4 and N1/2 SE1/4
PARCEL ID : 32S24E080000

PARCEL 3 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:
SECTION 9 : W1/2
PARCEL ID : 32S24E090000

PARCEL 4 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:
SECTION 9 : E1/2 NE1/4
PARCEL ID : 32S24E090000

PARCEL 5 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 9 : E1/2 ; SE1/2 NW1/4
PARCEL ID : 32S24E090600

PARCEL 6 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 16 : E1/2 NE1/4
PARCEL ID : 32S24E160000

PARCEL 7 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 10 : N1/2 SW1/4 , NW1/4
PARCEL ID : 32S24E102400

PARCEL 8 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:
SECTION 10 : W1/2 SW1/4
PARCEL ID : 32S24E010600

PARCEL 9 : TOWNSHIP 32 SOUTH, RANGE EAST, SLM:
SECTION 10 : W1/2 SE1/4
PARCEL ID : 32S24E107800

NOTES :

- OVERALL PROJECT AREA - 1723.35 ACRES
- USED AREA - 1156.64 ACRES

LEGEND

	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS

SITE KEY PLAN

0 300' 600'
SCALE IN FEET

COMPASS

REVISIONS

REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG

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GLOBAL HEADQUARTER AND AMERICAS
2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
DEVELOPMENT PLAN SHEET - 4

PROJECT NO.:
N/A

DRAWING NO.:
ED - 05

DATE: 12.26.2024 SHEET NO.: 05/05

SCALE: AS NOTED PAPER SIZE: ARCH-D

SCALE: NTS	PAPER SIZE: ARCH-D
-------------------	---------------------------

The figure consists of several architectural drawings of a BESS power station, including a front elevation, side elevations, and a top view. The drawings are labeled with dimensions and specific components.

MAX OUTSIDE DIMENSION (DOOR OPENING)

11.1'

22.14'

2.75'

RIGHT VIEW

8'

9.5'

2-M10 ground point

FRONT VIEW

19.88'

9.5'

0.34'

0.58'

6-M16

P1

6.2'

P2

6.89'

P3

6.2'

P4

0.29'

LEFT VIEW

8'

9.5'

7.53'

HV bushing

H_A

H_B

H_C

H_D

H_E

2-M10 Ground point

BACK VIEW

2.55'

0.34'

0.58'

7.39'

7.39'

0.58'

6-M16

TOP VIEW

2.55'

0.23'

0.58'

7.39'

7.39'

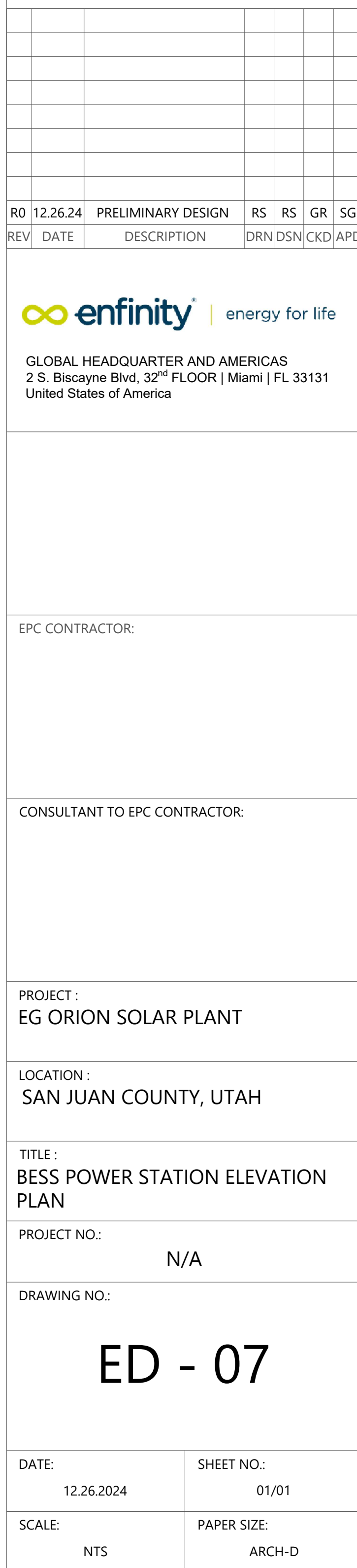
0.58'

8.46'

0.23'

0.58'

BESS POWER STATION-FRONT AND SIDE ELEVATIONS (TYPICAL)



2 3 4 5 6 7 8 9 10 11 12 13 14

A

B

C

D

E

F

G

H

I

The figure consists of five technical drawings of a battery container. The **TOP VIEW** at the top center shows a rectangular layout with a grid of 20 battery modules (2 rows by 10 columns) and two terminal boxes on the right side, labeled 'Distribution Box' and 'Junction Box'. The **RIGHT VIEW** on the left shows the side profile with dimensions: 5.91' width, 1.97' top section height, 4.53' middle section height, and 1.08' base height. The **FRONT VIEW** in the center shows the front elevation with five doors, each labeled 'MC-BU-01', and dimensions: 18.63' total width, 3.67' door width, 18.71' and 19.88' base widths, 7.94' and 9.5' heights, and a 1.2' base offset. The **LEFT VIEW** on the right shows the side profile with two 'MC' labels and an 8' width. The **isometric view** at the bottom center shows the 3D structure of the container with its internal bracing and cable management.

TOP VIEW

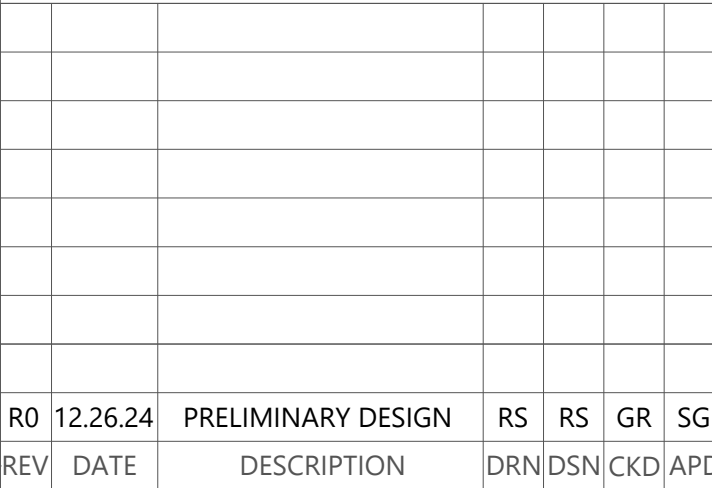
RIGHT VIEW

FRONT VIEW

LEFT VIEW

BATTERY CONTAINER - FRONT AND SIDE ELEVATIONS (TYPICAL)

1 2 3 4 5 6 7 8 9 10 11 12 13 14



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United States of America

CONSULTANT TO EPC CONTRACTOR:

LOCATION :
SAN JUAN COUNTY, UTAH

PROJECT NO.: N/A

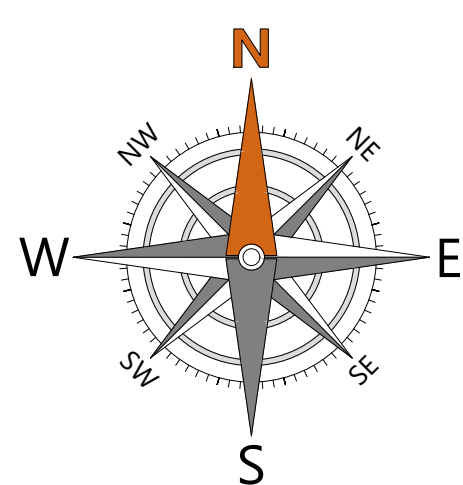
ED - 08

SCALE: NTS	PAPER SIZE: ARCH-D
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BATTERY CONTAINER - FRONT AND SIDE ELEVATIONS (TYPICAL)

[illegible]

TYPICAL 345kV/34.5kV SUBSTATION SECTION VIEW



R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG	
REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD	



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United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

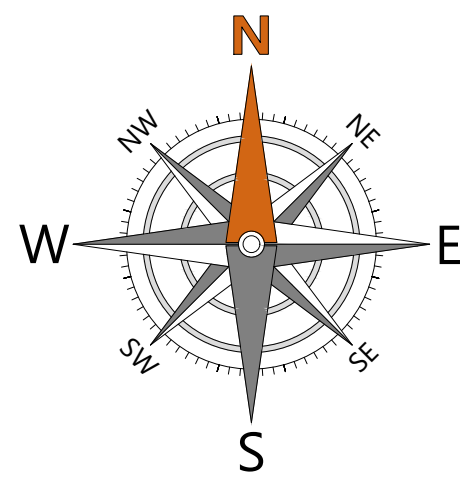
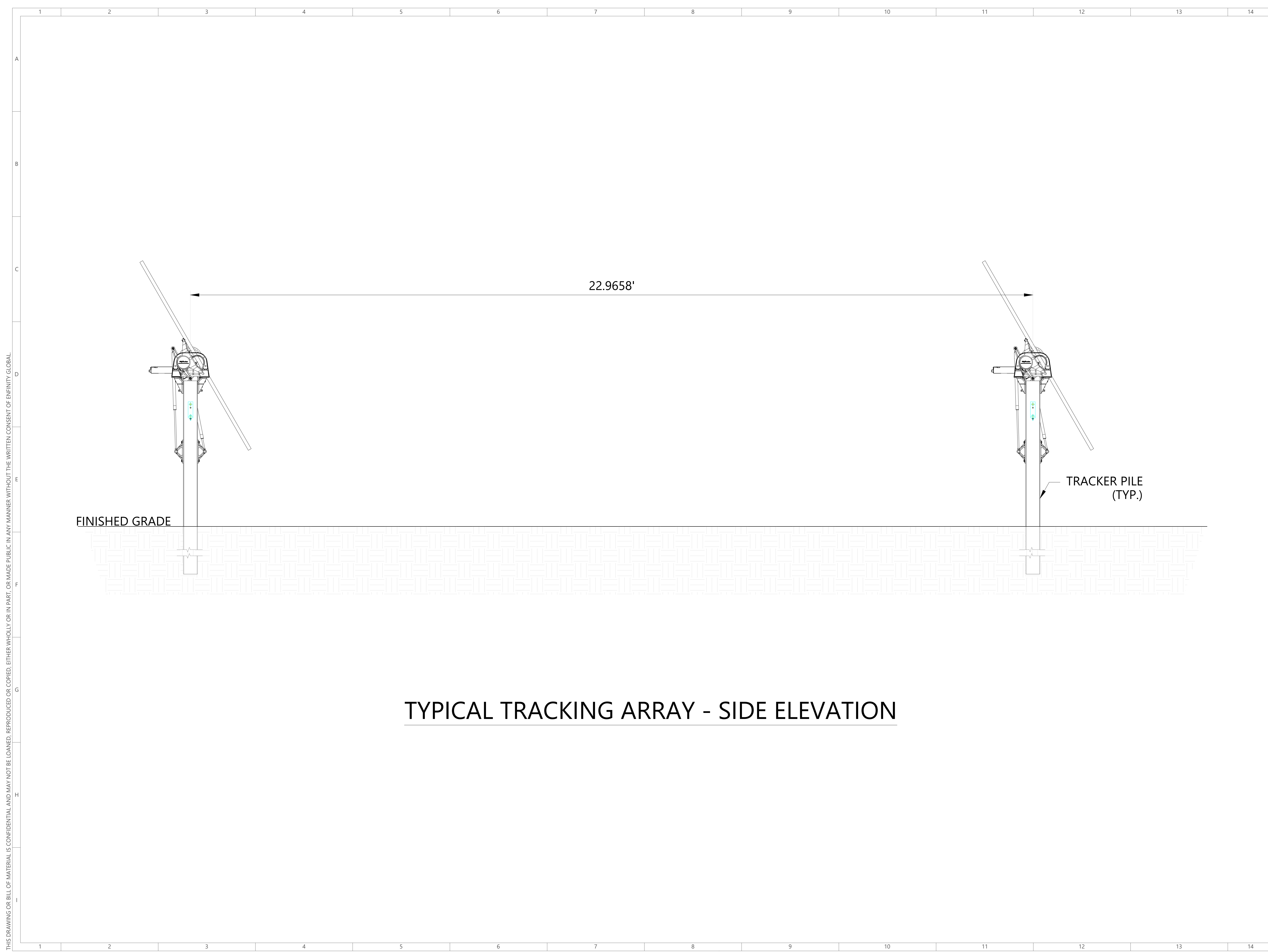
TITLE :
345kV/34.5kV SUBSTATION SECTION
VIEW

PROJECT NO.:	N/A
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DRAWING NO.:

ED - 09

DATE: 12.26.2024	SHEET NO.: 01/01
SCALE: NTS	PAPER SIZE: ARCH-D



R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG
REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD

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2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
TRACKER ELEVATION PLAN

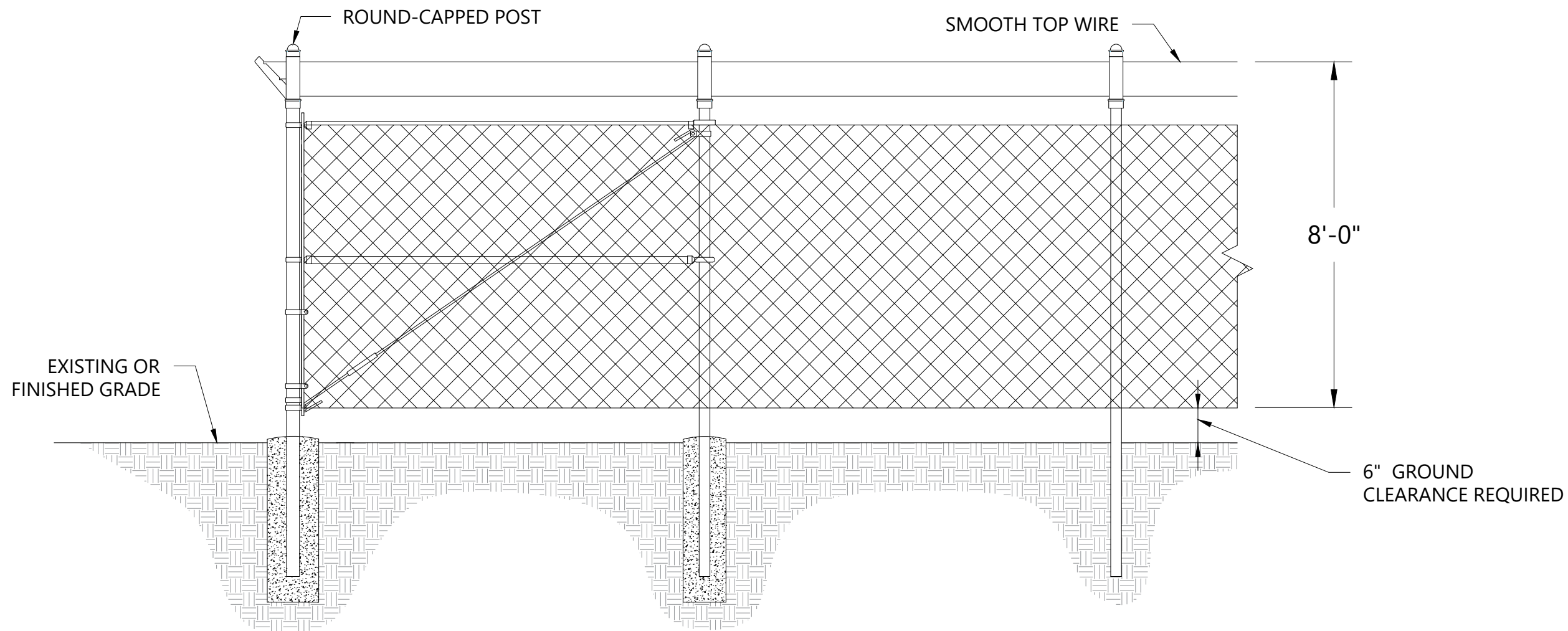
PROJECT NO.:
N/A

DRAWING NO.:

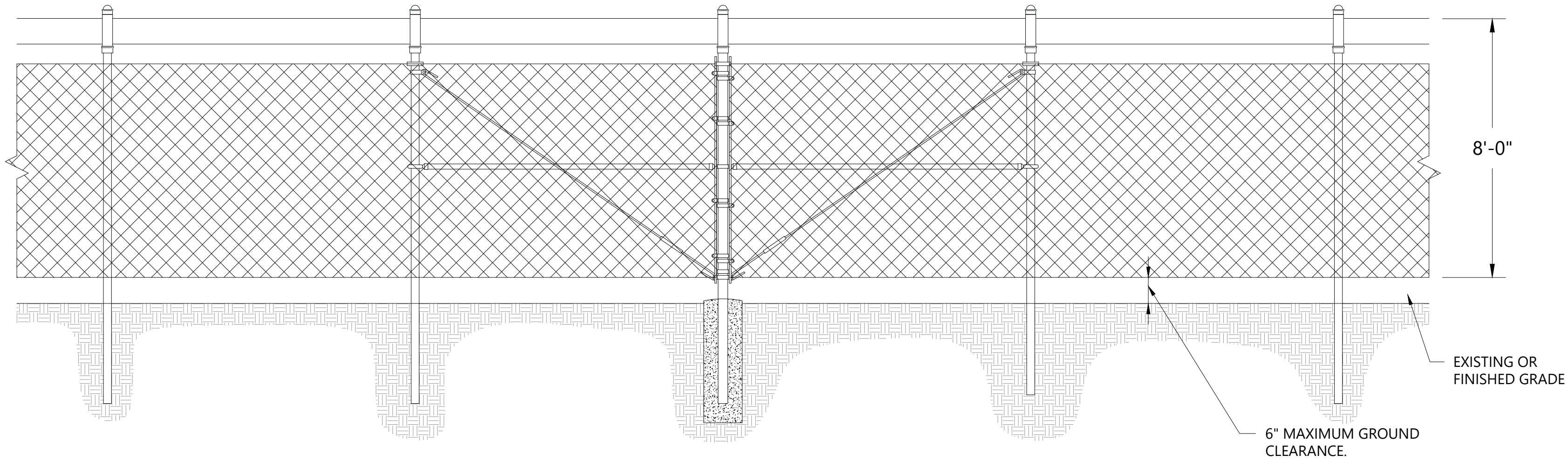
ED - 10

DATE: 12.26.2024	SHEET NO.: 01/01
SCALE: NTS	PAPER SIZE: ARCH-D

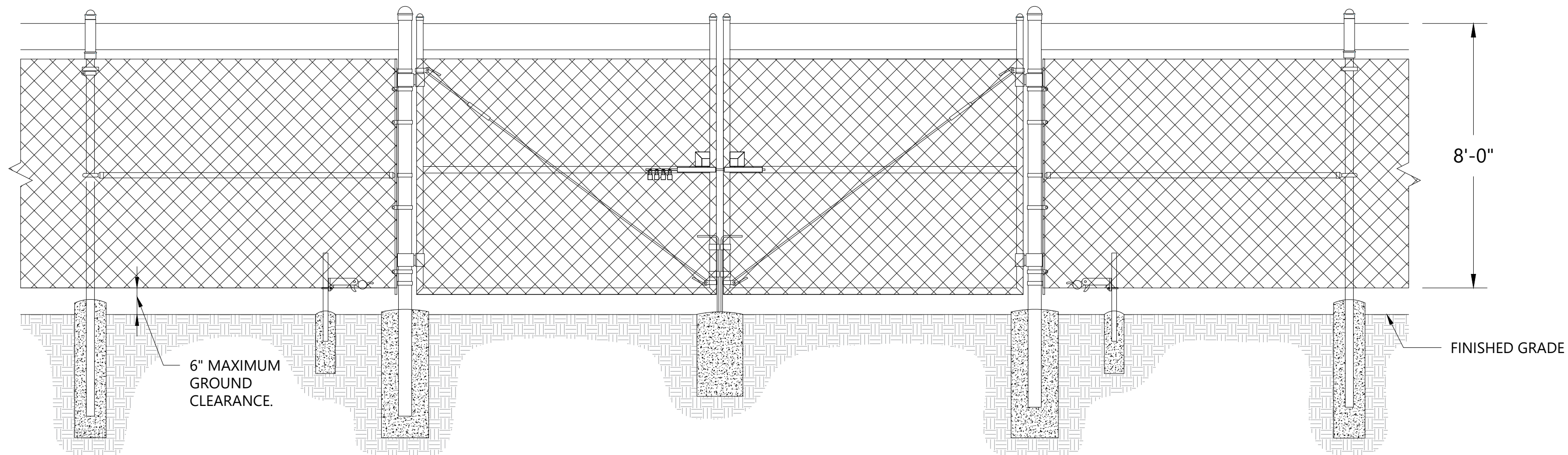
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TYPICAL FENCE CORNER DETAIL



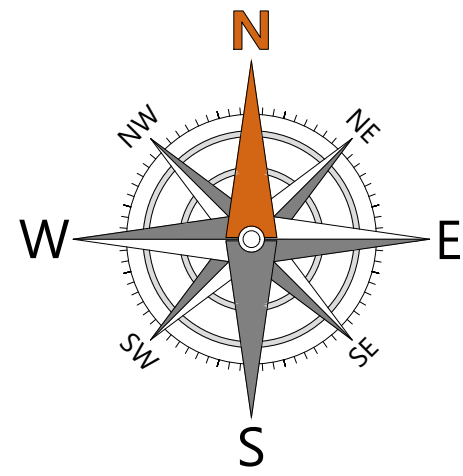
TYPICAL INTERMEDIATE POST DETAIL



TYPICAL SWING GATE DETAIL

GATE & TYPICAL FENCE DETAILS

- NOTES:
- FENCE WILL BE GALVANIZED CHAIN LINK WITH 2" MESH, 9 GAUGE.
 - TOP TWO WIRES WILL BE SMOOTH WIRES WITH HIGH VISIBILITY FOR WILDLIFE CONSIDERATIONS AS PER RECOMMENDATIONS OF COLORADO PARKS AND WILD LIFE.



REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG



GLOBAL HEADQUARTER AND AMERICAS
2 S. Biscayne Blvd, 32nd FLOOR | Miami | FL 33131
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :
EG ORION SOLAR PLANT

LOCATION :
SAN JUAN COUNTY, UTAH

TITLE :
FENCE PROFILE

PROJECT NO.:
N/A

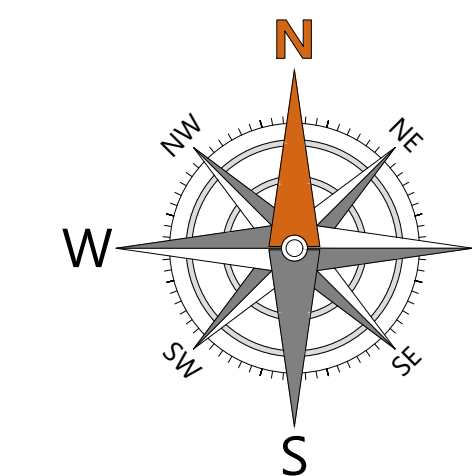
DRAWING NO.:

ED - 11

DATE: 12.26.2024
SHEET NO.: 01/01

SCALE: NTS
PAPER SIZE: ARCH-D

TYPICAL OPERATIONS AND MAINTENANCE BUILDING

[illegible]

SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☒ New Construction ☐ Land Use Change
☐ Addition ☐ Appeal

Subject Property Location or Address:

Project site is located approximately 9.4 miles north of Monticello; East of US Highway 191 and North of County Road 331

Parcel Identification 32S24E080000, 32S24E056600, 32S24E090600, 32S24E160000, 32S24E106000,
Number: 32S24E090000, 32S24E102400, 32S24E107800

Parcel Area: 1,720 Acres

Current Use: Agriculture & Ranching

Floor Area: No Flood Hazard

Zoning Classification: Agricultural (AG)

Applicant

Name: EG US Devco LLC

Mailing

Address: 2 S Biscayne Blvd, 32nd Floor, Miami, FL 33131

City, State,

ZIP: Miami, FL 33131

Daytime Phone #: (703) 489-0414

Fax#: _____

Email Address: dharris@enfinity.global

Business Name (If applicable): _____

Property Owner's Name (If different): Owner's Name(s) are included in the additional page

Property Owner's Mailing Address: Owner's Mailing Address are included in the additional page

City, State, ZIP: Included in the additional page

Daytime Phone #: Included in the additional page Fax#: _____

Describe your request in detail (use additional page(s) if necessary: The request is to apply for Conditional Use Permit for development of Utility scale solar project on the above mentioned parcels located in Agricultural (AG) Zoning in San Juan County, Utah

Authorized Signature: _____ Date: 12/23/2024

Property Owner's Name and Mailing Address:

Owner Name: James T. and Linda C. Boulden

Owner Address:

Phone #:

Owner Name: Richard D. Francom

Owner Address: 2792 Wood Hollow Way, Bountiful UT, 84010

Phone #:

Owner Name: Trent and Russell Schafer

Owner Address: P.O. Box 802, Monticello UT 84535

Phone #:

Property Owner's Affidavit

I (we) [James T. and Linda C. Boulden](#) , being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah)
 :
County of San Juan)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
Residing in _____
My Commission expires: _____

Property Owner's Affidavit

I (we) [Richard D. Francom](#), being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah)
 :
County of San Juan)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
Residing in _____
My Commission expires: _____

Property Owner's Affidavit

I (we) [Trent and Russell Schafer](#), being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah)
 :
County of San Juan)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Residing in _____

My Commission expires: _____



Stewart Title of Utah, Inc.
1518 Woodland Park Dr
Layton, UT 84041
(801) 774-5511 direct (801) 776-5262 fax
gary.gurr@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Gary Gurr
Email Address:	gary.gurr@stewart.com
File Number:	2021894
Property Address:	N/A ., UT
	N/A ., UT
Seller	Basin Land & Livestock FLP, Russell Schafer, and
	Trent Schafer
Buyer/Borrower:	Acuity Solar

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Gary Gurr

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

WARNING!

WIRE FRAUD IS ON THE RISE

Cyber criminals are using email compromise schemes to target companies and individuals purchasing property. These schemes include, but are not limited to, fake emails from attorneys, real estate agents or title agencies to request wire transfers to fraudulent accounts.

Stewart Title Company understands the importance of protecting against wire fraud and has multiple safeguards in place to protect all parties involved in the transaction, including secure encrypted email for Stewart associates, and fraud warnings in all emails. Stewart Title Company urges its clients to heed these warnings and take every precaution before engaging in the transfer of any funds. Stewart Title Company is committed to protecting the interest of all parties involved in the transaction and will continue advancing necessary precautions to ensure a superior customer experience.

You will receive wire instructions from Stewart Title via a secure encrypted email or in the initial Welcome package sent to you through DocuSign. If you receive conflicting wire instructions please STOP and call your Escrow team using a known telephone number, not one provided in an email, to determine if the new instructions are fraudulent.

If you ask us to wire transfer money to you we must receive written wire transfer instructions. Your bank account information must be validated by face to face verification or phone verification using a known phone number, not one provided in an email, or using previously validated account information which we already have on file.

stewart title

Real partners. Real possibilities.™



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Authorized Countersignature

Stewart Title of Utah, Inc.
1518 North Woodland Park Drive
Layton, UT 84041




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4

AMERICAN
LAND TITLE
ASSOCIATION



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 4

AMERICAN
LAND TITLE
ASSOCIATION



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4

AMERICAN
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ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title of Utah, Inc.
Issuing Office: 1518 North Woodland Park Drive, Layton, UT 84041
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2021894
Issuing Office File Number: 2021894
Property Address: N/A ., UT
N/A ., UT
Revision Number:

1. Commitment Date: May 10, 2023 at 8:00AM

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard

Proposed Insured: Acuity Solar

(b) 2021 ALTA® Loan Policy - Extended

Proposed Insured:

Endorsements Premium: \$0.00

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Basin Land & Livestock FLP: Parcel No. 32S24E056600 and Parcel No. 32S24E080000
Russell Schafer and Trent Schafer: Parcel No. 32S24E090000, Parcel No. 32S24E102400 and Parcel No. 32S24E107800

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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File No.: 2021894

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2021894

The [land](#) referred to herein is situated in the County of San Juan, State of Utah, and is described as follows:

Township 32 South, Range 24 East, SLM:

Section 5: Lot 15; SE1/4SW1/4 and W1/2SE1/4 (Parcel No. 32S24E056600)

EXCEPTING all oil, gas and other minerals and the rights thereto.

Township 32 South, Range 24 East, SLM:

Section 8: NE1/4SW1/4; S1/2NW1/4; NE1/4NW1/4; SE1/4SE1/4; NE1/4 and N1/2SE1/4
(Parcel No. 32S24E080000)

EXCEPTING from the NE1/4SW1/4; S1/2NW1/4; NE1/4NW1/4; NE1/4 and N1/2SE1/4 of said Section 8 all oil, gas and other minerals and the rights thereto.

EXCEPTING from the SE1/4SE1/4 of said Section 8 all uranium, thorium or other material peculiarly essential to the production of fissionable materials, and all oil, gas and other minerals and the rights thereto.

Township 32 South, Range 24 East, SLM

Section 9: W1/2, E1/2NE1/4 (Parcel No. 32S24E090000)

EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM

Section 9: E1/2W1/2, NW1/4NW1/4, SW1/4SW1/4

the following:

a. All uranium, thorium or any other material peculiarly essential to the production of fissionable materials as excepted and reserved as set forth in the Patent from the United States to Richard Ottis Wildman dated March 18, 1953 and recorded April 20, 1953 in Book 18 at Page 101, Entry No. E-3600.

b. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), if any, remaining in the ownership of Dale Lenville Todd immediately after the execution and recording of all of the following Warranty Deeds, to wit:

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-6822. (Conveys the land and reserves all oil, gas and other minerals).

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-6823. (Conveys an undivided 1/2 interest in the oil, gas and other minerals).

From Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11, 1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-7975. (Conveys the land and reserves an undivided 1/2 interest in the oil, gas and other minerals)

c. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812. (Conveys the land; excepts all uranium, thorium, or any material peculiarly essential to the production of fissionable materials; and excepts an undivided 3/4 interest in all oil, gas and minerals).

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File No.: 2021894

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 17

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

d. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom , an undivided one-half interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972.

(Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom , an undivided one-half interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit:

"EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom , an undivided one-half interest in all oil, gas and minerals").

ALSO EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM

Section 9: E1/2NE1/4

the following:

a. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-866.

b. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-867.

c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 5/6 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

ALSO EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM

Section 9: SW1/4NW1/4, NW1/4SW1/4

the following:

a. The undivided 1/2 interest in all oil, gas and other minerals as reserved by the grantors in the Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-9915.

b. The interest in the oil, gas and other minerals, if any, remaining in the ownership of Dale Lenville Todd immediately after the execution and recording of all of the following Warranty Deeds, to wit:

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-6822. (Conveys the land and reserves all oil, gas and other minerals).

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-6823. (Conveys an undivided 1/4 interest in the oil, gas and other minerals).

From Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11, 1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-7975. (Conveys the land and reserves an undivided 1/4 interest in the oil, gas and other minerals).

c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 7/8 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom , an undivided 3/4 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 3/4 interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit:

"EXCEPTING therefrom , an undivided 3/4 interest in all oil, gas and minerals").

Township 32 South, Range 24 East, SLM

Section 10: N1/2SW1/4, NW1/4 (Parcel No. 32S24E102400)

EXCEPTING the following:

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 4 of 17

AMERICAN
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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

a. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-866.

b. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-867.

c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 5/6 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972.

(Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit:

"EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Township 32 South, Range 24 East, SLM

Section 10: W1/2SE1/4 (Parcel No. 32S24E107800)

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 5 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2021894

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
6. Pay all general and special taxes now due and payable.
7. The Company requires for its review satisfactory evidence of the existence (good standing in its state of domicile) and authority of the business entity (corporation, limited liability company, partnership, limited partnership), if any named herein, to acquire, convey, or encumber real property held or to be held in the name of the business entity. At the time the Company is furnished these items, the Company may make additional requirements and exceptions.
8. **EXTENDED COVERAGE.** In order to delete any of the following standard exceptions the Company requires the following:

Parties in possession exception of this commitment may be deleted if the Company receives, at or prior to closing, a satisfactory affidavit executed by the owner of the Land stating that no one is in possession of the Land other than the owner and the tenants of the owner. If there are tenants, their names and the form of their leases must also be indicated, as well as any options to purchase or rights of first refusal. The Company may, at its option, also require an inspection of the Land. The Company may except in the Policy to any tenancy or other matter that is disclosed by such affidavit or inspection.

Easement and Survey exceptions of this commitment may be deleted upon review and examination by the Company, prior to closing, of a satisfactory survey of the Land duly certified to the Company by a registered land surveyor acceptable to the Company, and stating that it was made either in accordance with the "Minimum Standard Detail National Requirements for ALTA/NSPS Land Title Surveys" or as otherwise acceptable to the Company. In lieu of an acceptable survey, the Company may, at its option, require an inspection of the Land and/or an affidavit from the owner of the Land stating that The Company may except in the Policy to any matter that is disclosed by such survey, inspection or affidavit.

Note: In some cases, the Company may at its option, be willing to accept an existing prior survey or an inspection of the land and/or an affidavit from the owner of the land stating that there are no easements, encroachments, boundary

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 6 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

line issues or recent improvements since the date of the prior survey.

Mechanic Lien exception of this commitment may be deleted:

Upon examination and inspection by the Company of the land and satisfactory evidence of the completion and full payment of the improvements erected on the land.

If no preliminary notices have been filed on the State Construction Registry against the subject property.

If at the time of closing, the Company is furnished with a satisfactory affidavit and indemnification, executed by the record owner of the land, stating that there have been no improvements within the mechanic's lien period as prescribed by state law.

Tax or Special Assessments exception of this commitment may be deleted if, at the time of closing, the Company can ascertain that there are no pending proceedings to create or confirm a special assessment on the land or that there is no work in progress that may result in a special assessment or lien on the land.

NOTE: Any pending proceeding or any assessment that may be levied prior to the time of closing must be specifically excepted to in the policy.

Notice to Applicant: After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.

Notice to Applicant: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 7 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2021894

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Taxes for the year 2023 are accruing as a lien; not yet due and payable Taxes for the year 2022 have been paid in the following amounts:
Parcel No. 32S24E056600: \$35.24
Parcel No. 32S24E080000: \$270.14
Parcel No. 32S24E090000: \$83.07
Parcel No. 32S24E102400: \$44.84
Parcel No. 32S24E107800: \$15.85

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 8 of 17



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
10. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

Exceptions for Parcel Nos. 32S24E056600 and 32S24E080000 are as follows:

11. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Lester Coleman dated August 22, 1927 and recorded November 26, 1927 in Book T-2 at page 341, Entry No. A-[1321](#). This affects the NE1/4; and N1/2SE1/4 part of Section 8 (part of Parcel 32S24E080000).
12. Rights to ditches, canals and reservoirs, and reservation to the United States of all oil and gas, and to the United States or persons authorized by it, the right to prospect for, mine, and remove such deposits upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), all as set forth in the Patent from the United States to Raleigh O'Key Coleman dated April 16, 1952 and recorded February 8, 1954 in Book T-7 at page 791, Entry No. F-[4730](#). This affects all of Parcel No. 32S24E056600 and the NE1/4SW1/4; S1/2NW1/4 and NE1/4NW1/4 of Section 8 (part of Parcel 32S24E080000). The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Rights to ditches, canals and reservoirs, and, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), reservation to the United States of all uranium, thorium or other material peculiarly essential to the production of fissionable materials, together with the right of the United States through its authorized agents or representatives to enter upon the land and prospect for, mine, and remove the same, all as set forth in the Patent from the United States to Richard Ottis Wildman recorded April 20, 1953 in Book 18 at page 101, Entry No. E-[3600](#). This affects the SE1/4SE1/4 of Section 9 (part of Parcel 32S24E080000). The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

14. Reservation, exception or conveyance of all uranium, thorium or other material peculiarly essential to the production of fissionable materials, and all oil, gas and other minerals and the rights thereto, together with rights of ingress and egress in connection with the same, so as to sever such interests from the remaining fee simple estate, all as set forth in instruments of record including, but not limited to, the following, to wit:
- a. Warranty Deed from Richard Ottis Wildman, et ux., to Emory O. Todd and Fannie R. Todd dated February 26, 1954 and recorded March 15, 1954 in Book 12 at page 340, Entry No. [F10980](#).
 - b. Warranty Deed from Milford Wildman, et ux., to Emory O. Todd and Fannie R. Todd dated May 12, 1954 and recorded May 17, 1954 in Book 16 at page 467, Entry No. [G-9915](#).
 - c. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at page 22, Entry No. [S-6822](#).
 - d. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at page 23, Entry No. [S-6823](#).
 - e. Warranty Deed from Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd dated March 11, 1959 and recorded March 12, 1959 in Book 246 at page 177, Entry No. [S-7975](#).
 - f. Warranty Deed from Raleigh O'Key Coleman and Evelyn L. Coleman to Jack L. Clark and Zona F. Clark dated October 15, 1964 and recorded July 2, 1968 in Book 448 at page 2, Entry No. [X-2964](#).
 - g. Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood, et ux., dated January 7, 1966 and recorded January 10, 1966 in Book 377 at page 297, Entry No. [U-5812](#).
 - h. Quit Claim Deed from Fannie R. Todd to Robert L. and Janice M. Toles recorded February 19, 1986 and recorded in Book 674 at page 357, Entry No. [1H11360](#).
 - i. Quit-Claim Deed from Sandra Rogers Trueblood to Estate of Glenn E. Trueblood dated June 8, 1972 and recorded July 3, 1972 in Book 503 at page 478, Entry No. [Z-4711](#).
 - j. Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright dated August 4, 1972 and recorded August 8, 1972 in Book 504 at page 217, Entry No. [Z-4972](#).
 - k. Administrator's Deed from S. Rigby Wright to Lee Afton Hyde, et ux., dated September 24, 1973 and recorded October 30, 1973 in Book 515 at page 178, Entry No. [Z-9931](#).
 - l. Warranty Deed from Lee Afton Hyde, et ux., to Grayson W. Redd, et ux., dated June 12, 1992 and recorded June 12, 1992 in Book 723 at page 618, Entry No. [002261](#).
 - m. Warranty Deed from Grayson Redd, et. ux. to Basin Land & Livestock, FLP, dated May 15, 2019, and recorded May 16, 2019, in Book 1038 at pages 10-11, Entry No. [160317](#)
- The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

15. Oil and gas leases and mining leases unreleased of record which were executed prior to the severance of the leased interest including, but not limited to, the following, to wit:
- a. Mining Lease from Lee Afton Hyde, et ux., to Idaho Mining Corporation dated January 7, 1975 and recorded January 31, 1975 in Book 539 at page 280, Entry No. 1A-[10891](#).
 - b. Mining Lease from Lee Afton Hyde, et ux., to Idaho Mining Corporation dated January 15, 1975 and recorded January 22, 1975 in Book 538 at page 471, Entry No. 1A-[10257](#).
 - c. Memorandum of Option to Lease from Lee Afton Hyde, et ux., to Larry J. White dated August 18, 1983 and recorded March 1, 1984 in Book 658 at page 142, Entry No. [1H04941](#).
 - d. Oil and Gas Lease between Lee Afton Hyde, et ux., and Conoco Inc. dated February 10, 1986 and recorded April 10, 1986 in Book 675 at page 540, Entry No. [1H11920](#).
 - e. Oil and Gas Lease between Lee Afton Hyde, et ux., and Larry J. White dated August 9, 1988 and recorded September 19, 1988 in Book 698 at page 321, Entry No. 1I-[07886](#).
 - f. Oil and Gas Lease from Louise Irene Hegel to Paradox Group, Inc., dated August 13, 2013 and recorded October 2, 2013 in Book 955 at page 278, Entry No. [119804](#).
 - g. Oil and Gas Lease from Judy Ann Wood to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 283, Entry No. [119805](#).
 - h. Oil and Gas Lease from Hazel Faye Holiday to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 288, Entry No. [119806](#).
 - i. Oil and Gas Lease from Vera O. Weniger to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 293, Entry No. [119807](#).
 - j. Oil and Gas Lease from Marie Jean Coleman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 364, Entry No. [119825](#).
 - k. Oil and Gas Lease from Kenneth Richard Wildman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 957 at page 191, Entry No. [120356](#).
 - l. Oil and Gas Lease from Bill and Virginia Smith Living Trust, dated July 3, 2009, by James W. Smith, Jr. and Virginia F. Smith, acting as Trustees, to Paradox Group, Inc., dated August 13, 2013 and recorded December 17, 2013 in Book 957 at page 779, Entry No. [120494](#).
 - m. Oil and Gas Lease from Robert L. Toles, et ux., to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 862, Entry No. [120508](#).
 - n. Oil and Gas Lease from The Lester and Geraldine Wildman Revocable Inter Vivos Trust dated February 11, 1994, by Erma M. Williams, acting as Trustee to Paradox Group, Inc., dated April 1, 2014 and recorded April 14, 2014 in Book 961 at page 850, Entry No. [121534](#). This affects Parcel No. 32S24E080000.
- The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.
16. Easement and right of way, and the terms, conditions and limitations contained therein, in favor of Utah Power & Light Company, recorded January 20, 1970 as Entry No. Y-[10590](#), in Book 486, Page 650, of Public Records.
17. Lease Agreement, and the terms, conditions and limitations contained therein, recorded May 12, 1972, as Entry No. Z-[4497](#), in Book 503, Page 98, of Public Records.
18. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded May 16, 2019 as Entry No. [160318](#), in Book 1038, Page 12, of Public Records.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

19. A Financing Statement disclosing a security interest and recorded July 30, 2013 as Entry No. 119252 , in Book 953, Page 119, of Public Records, Naming Crownrock LP, as Debtor, and Union Bank, as Secured Party.
20. Access and rights of ingress and/or egress from a dedicated street or highway are not disclosed of record, and such rights will be excluded from the coverage of our Policy. Covered risk #4 will be deleted from the Policy.

Exceptions for Parcel Nos. 32S24E090000, 32S24E102400 and 32S24E107800 are as follows:

21. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to John Brown dated March 19, 1923 and recorded May 15, 1923 in Book G at Page 404, Entry No. [170447](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
22. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Lester Coleman dated August 22, 1927, and recorded November 26, 1927 in Book T-2 at Page 341, Entry No. A-[1321](#). This affects Parcel No. 32S24E090000.
23. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Ben F. Schafer dated December 7, 1938 and recorded January 12, 1939 in Book 1a at Page 87, Entry No. A-[9732](#). This affects Parcel No. 32S24E107800.
24. Rights to ditches, canals and reservoirs, and reservation the the United States of all uranium, thorium or any other material peculiarly essential to the production of fissionable materials, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, all as set forth in the Patent from the United States to Richard Ottis Wildman dated March 18, 1953 and recorded April 20, 1953 in Book 18 at Page 101, Entry No. E-[3600](#). This affects Parcel No. 32S24S090000.

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SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

25. Reservation, exception or conveyance of an interest in the oil, gas and other minerals and mineral rights, so as to sever the same from the remaining fee simple estate, together with rights of ingress and egress in connection with the same, all as set forth in instruments of record including, but not limited to, the following:
- a. Warranty Deed from Milford Wildman and Sarah Wildman to Elmer Carter and Della A. Carter, his wife, dated March 17, 1953 and recorded April 2, 1953 in Book 16 at Page 294, Entry No. E-[3267](#). This affects Parcel No. 32S24E090000.
 - b. Warranty Deed from Richard Ottis Wildman and Betty Wildman, his wife, to Emory O. Todd and Fannie R. Todd dated February 26, 1954 and recorded March 15, 1954 in Book 12 at Page 340, Entry No. F-[10980](#). This affects Parcel No. 32S24E090000.
 - c. Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-[9915](#). This affects Parcel No. 32S24E090000.
 - d. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-[6822](#). This affects Parcel No. 32S24E090000.
 - e. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-[6823](#). This affects Parcel No. 32S24E090000.
 - f. Warranty Deed from Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11, 1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-[7975](#). This affects Parcel No. 32S24E090000.
 - g. Decree of Heirship from the Estate of Emory O. Todd to Fannie R. Todd, et al., dated May 2, 1962 and recorded August 9, 1962 in Book 345 at Page 18, Entry No. T-[8102](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - h. Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-[866](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - i. Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-[867](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - j. Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-[5812](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - k. Quit-Claim Deed from Dale Todd to Robert Todd and Rena Jo Todd, dated April 18, 1966 and recorded June 2, 1966 in Book 380 at Page 624, Entry No. U-[7335](#). This affects Parcel No. 32S24E090000.
 - l. Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-[4711](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - m. Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-[4972](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - n. Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-[9339](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - o. Affidavit to Evidence Termination of Joint Tenancy executed by Nila Schafer dated December 28, 2004 and recorded December 29, 2004 in Book 833 at Page 334, Entry No. [074871](#). This affects Parcel No. 32S24E090000, Parcel No. 32S32E102400 and Parcel No. 32S24E107800.
 - p. Personal Representatives Deed from Russell Schafer, as personal representative of the Estate of Nila F. Schafer, also known as Nila Schafer to Russell Schafer and Trent Schafer dated September 23, 2019 and recorded September

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

23, 2019 in Book 1041 at page 692, Entry No. [161138](#). This affects Parcel No. 32S24E090000, Parcel No. 32S32E102400.

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

26. All agreements and other provisions relating to the oil, gas and other minerals set forth in the Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-[9915](#). This affects Parcel No. 32S24E090000.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

27. All unreleased leases of record burdening the surface estate and/or purporting to cover the interest in the oil, gas and other minerals owned by the then owners of the surface estate in the caption land including, but not limited to, the following:
- a. Mining Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Idaho Mining Corporation dated February 19, 1975 and recorded February 20, 1975 in Book 540 at Page 173, Entry No. 1A-[11762](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - b. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Conoco Inc., dated February 10, 1986 and recorded April 10, 1986 in Book 675 at Page 534, Entry No. [1H11918](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - c. Oil and Gas Lease from Etna O. Schafer to Conoco Inc., dated February 10, 1986 and recorded April 10, 1986 in Book 675 at Page 546, Entry No. [1H11922](#). This affects Parcel No. 32S24E107800.
 - d. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated May 24, 1988 and recorded July 13, 1988 in Book 696 at Page 195, Entry No. 1I [07227](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - e. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated September 1, 1992 and recorded November 19, 1992 in Book 727 at Page 517, Entry No. [003841](#). This affects Parcel No. 32S24E107800.
 - f. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated June 10, 1998 and recorded February 24, 1999 in Book 776 at Page 464, Entry No. [007762](#). This affects Parcel No. 32S24E107800.
 - g. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated May 28, 2002 and recorded March 26, 2004 in Book 825 at Page 225, Entry No. [071701](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - h. Memorandum of Option to Lease between Nila Schafer and Paradox Group Inc., dated June 11, 2012 and recorded September 4, 2012 in Book 942 at page 782, Entry No. [116804](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - i. Oil and Gas Lease from Louise Irene Hegel to Paradox Group, Inc., dated August 13, 2013 and recorded October 2, 2013 in Book 955 at page 278, Entry No. [119804](#). This affects Parcel No. 32S24E090000.
 - j. Oil and Gas Lease from Judy Ann Wood to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 283, Entry No. [119805](#). This affects Parcel No. 32S24E090000.
 - k. Oil and Gas Lease from Hazel Faye Holiday to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 288, Entry No. [119806](#). This affects Parcel No. 32S24E090000.
 - l. Oil and Gas Lease from Vera O. Weniger to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 293, Entry No. [119807](#). This affects Parcel No. 32S24E090000.
 - m. Oil and Gas Lease from Lois Smart to Paradox Group, Inc., dated August 19, 2013 and recorded October 3, 2013 in Book 955 at page 354, Entry No. [119823](#). This affects Parcel No. 32S24E102400.
 - n. Oil and Gas Lease from Marie Jean Coleman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 364, Entry No. [119825](#). This affects Parcel No. 32S24E090000.
 - o. Oil and Gas Lease from Nila Schafer to Paradox Group, Inc., dated October 16, 2013 and recorded November 5, 2013 in Book 956 at page 443, Entry No. [120141](#). This affects Parcel No. 32S24E107800.
 - p. Oil and Gas Lease from Nila Schafer to Paradox Group, Inc., dated August 5, 2013 and recorded November 12, 2013 in Book 956 at page 630, Entry No. [120204](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - q. Oil and Gas Lease from Judith L. Urry to Paradox Group, Inc., dated October 5, 2013 and recorded November 19, 2013 in Book 956 at page 899, Entry No. [120274](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
 - r. Oil and Gas Lease from Kenneth Richard Wildman to Paradox Group, Inc., dated August 5, 2013 and recorded November 25, 2013 in Book 957 at page 191, Entry No. [120356](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.

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SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

No. 32S24E102400.

s. Oil and Gas Lease from Bill and Virginia Smith Living Trust, dated July 3, 2009, by James W. Smith, Jr. and Virginia F. Smith, acting as Trustees, to Paradox Group, Inc., dated August 13, 2013 and recorded December 17, 2013 in Book 957 at page 779, Entry No. [120494](#). This affects Parcel No. 32S24E090000.

t. Oil and Gas Lease from Robert L. Toles, et ux., to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 862, Entry No. [120508](#). This affects Parcel No. 32S24E090000.

u. Oil and Gas Lease from Lois Smart to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 866, Entry No. [120509](#). This affects Parcel No. 32S24E102400.

v. Oil and Gas Lease from The Lester and Geraldine Wildman Revocable Inter Vivos Trust dated February 11, 1994, by Erma M. Williams, acting as Trustee to Paradox Group, Inc., dated April 1, 2014 and recorded April 14, 2014 in Book 961 at page 850, Entry No. [121534](#). This affects Parcel No. 32S24E090000.

w. Memorandum of Option to Lease from Nila Schafer, a widow to Paradox Group Inc., dated August 15, 2017 and recorded July 18, 2018 in Book 1024 at page 746, Entry No. [154119](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

28. Right of Way and Easement Agreement between Fannie R. Todd and Ute Pipe Line Company executed April 23, 1962 and recorded April 26, 1962 in Book 342 at Page 400, Entry No. T-[7254](#). This easement was conveyed by Ute Pipeline Company to Pure Transportation Company in the Assignment of Assets dated November 10, 1964 and recorded November 30, 1964 in Book 369 at Page 315, Entry No. U-[1999](#). Unocal Pipeline Company conveyed this easement to TBI Pipeline Company in the Pipeline Conveyance, Right-of-Way, Assignment and Bill of Sale dated January 1, 1999 and recorded September 13, 1999 in Book 781 at page 423, Entry No. [059399](#). This instrument refers to a Purchase and Sale Agreement dated June 8, 1999 between Union Oil Company of California, as seller, and Tom Brown, Inc. as buyer. Nothing of record was found in our search to show the connection between Pure Transportation Company and Unocal Pipeline Company or Union Oil Company. The Certificate of the Secretary of State of the State of Delaware dated January 1, 2005 and recorded March 16, 2005 in Book 836 at Page 240, Entry No. [076603](#), states that TBI Pipeline Company, TBI West Virginia, Inc., and Tom Brown, Inc. were merged with and into Encana Oil & Gas (USA) Inc. under the name of Encana Oil & Gas (USA) Inc. This affects Parcel No. 32S24E090000.

29. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded September 26, 1974 as Entry No. 1A-[3603](#), in Book 529, Page 13, of Public Records. This affects Parcel No. 32S24E107800.

30. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded September 26, 1974 as Entry No. 1A-[3722](#), in Book 529, Page 198, of Public Records. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.

31. Memorandum of Windpark Easement Agreement between Nila Schafer and Blue Mountain Power Partners, LLC, a Delaware limited liability company dated October 23, 2012 and recorded June 25, 2013 in Book 952 at page 51, Entry No. [119032](#). NOTE: This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400. It also affects Parcel No. 32S24E100600 which appears not to belong to Nila Schafer.

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SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

32. Amendment to Memorandum of Windpark Easement Agreement between Nila Schafer and Blue Mountain Power Partners, LLC, a Delaware limited liability company recorded August 5, 2013 in Book 953 at page 336-341, Entry No. [119293](#). This affects Parcel No. 32S24E090000, Parcel No. 32S24E102400 and Parcel No. 32S24E107800.

NOTE: Judgments have been checked against the following:

Basin Land & Livestock FLP
Nila Schafer
Russell Schafer
Trent Schafer
Acuity Solar

There were NO judgments found.

CHAIN OF TITLE

According to the Public Records, there have been no documents conveying the land within a period of 24 months prior to the date of this commitment, except as follows:

NONE

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2021894

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STEWART TITLE GUARANTY COMPANY

PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.

Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Your Consumer Rights and Choices Under CCPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056