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Application for Torrance County Zoning Ordinance Amendment for Special Use District & Height Variance

Clines Corners Wind Farm Project

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1. Introduction

The purpose of this Application is to assure that all structures, and equipment connected to such structures, used for the production of wind-generated electricity in the proposed Phase I Clines Corners Wind Farm (Project) in Torrance County are safe, effective and in compliance with the Torrance County Zoning Ordinance SPR-223/Wind Energy Facilities, March 21, 1990, including revisions to: May 11, 2016. The /ƨdzyűèᾼă ordinance allows major power generation facilities including wind-driven energy generators as an allowable use for a Special Use District. The proposed Project will facilitate economic opportunities for local residents and promote the supply of energy production from renewable sources while adhering to required structural regulations to enhance safety. The Project site was selected based on a number of factors, including the quality of the wind resource, suitable land availability for the wind farm, and access to energy markets.

Orion Wind Resources LLC (Applicant) is seeking a Zoning Ordinance Amendment for a Special Use District and Height Variance in connection with development of the Project. The Project will be located on approximately 28,749 acres of private land in Torrance and Guadalupe counties, of which 15,704 acres is in Torrance County. As planned, the Project will likely consist of wind turbines having a rated nameplate capacity between 2 and 3.5 megawatts (MW) each and a total generation capacity of up to approximately 480 MW split between the two counties (see Exhibit A - Project Overview Map). The Applicant will determine the final number of wind turbines planned for each county following engineering analysis and micrositing.

In addition to wind turbines, there will be one or more Operations and Maintenance (O&M) buildings, underground (and if required by localized terrain, overhead) power collection lines, up to three project substations with electrical transforming capabilities (dependent on final electrical design), a 345 kilovolt (kV) power transmission line, service access roads, up to 4 permanent meteorological monitoring (MET) towers and related facilities and equipment. Project construction and start of commercial operations is planned for as early as 2020. Additional phases of the project are currently being planned and are expected to have a 2021 or later construction and commercial operations timeline.

The Applicant is planning to construct and operate a new power transmission line (gen-tie line) which will connect to a point on Public ServicŜ /ƨY˙LJl·yề ƨŦ bŜǿ aŜĖʎŎƨᾼă (PNM) existing high voltage network (Point of Interconnection). The proposed gen-tie line will be 345 kV and would have enough capacity to accommodate all proposed phases of the project. It will originate at a project substation and head in a westerly direction across private land for approximately 12-15 miles, depending on final location. The gen-tie line will then enter the U.S. Highway 285 right-of-way and continue in a northwesterly direction to the tƨʎyű ƨŦ LyűŜℕŎƨyɣŜŎűʎƨy˝ƨy˝ t b aᾼă onp ʅ± ySűǿƨℕʅ℗ ¢ĸKŜ LJƨℕűʎƨy˝ƨŦ úKŜ ∃Ŝy˗-tie line in the highway right of way is not subject to Torrance County permitting and a separate application has been filed with the New Mexico Department of Transportation (NMDOT).

The Project is designed to generate electricity for approximately 30 years, with the possibility to extend energy generation beyond this period.

¢KŜ tℕ2ȻŜÖúΩă construction workforce will vary depending on the proposed construction window duration, activities being performed, and weather conditions:

- ¶ Average construction jobs: approximately 275 to 350
- ¶ Peak construction jobs: approximately 460 to 500
- ¶ Approximate construction full-time equivalent employees (FTE): 230 to 260
- ¶ Operation and maintenance jobs: approximately 18 to 23

To meet the ProjectΩă workforce needs, a local hiring initiative may be coordinated with Mesalands /2YYdzyλűè /2ffŜ∃ŜΩă b2ℕúK !YŜℕλÖIyˇ ² ʎyŘ wŜăŜI·ℕŽK I·yŘ ¢ℕI·ʎyʎy∃ /ŜyűŜℕ ʎyˇ¢dzŽdzYˇŐI·ℕλΣ b a .

2. Project Developer

The Project is being developed by Orion Wind Resources LLC, a joint venture between Orion Renewable Energy Group LLC (Orion) and MAP Renewable Energy. Since its founding in 1998, Orion has developed renewable energy projects totaling over 5,000 MW in generation capacity. To develop these projects, Orion has worked extensively with landowners, rural communities, and power purchasers such as electric utilities. hℕλ2yΩă 2ŦŦλŐŜs are located in Oakland, California.

At a community level, utility-scale renewable energy projects yield many economic benefits, including hundreds of near-term construction jobs, many long-term operations and maintenance jobs, sales and contracting opportunities for local businesses, and increased tax revenue.

3. Applicant Contact Information

¢KŜ !LJLJfλŐI·yűΩă contact information is as follows:

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4. Project Site, Legal Description

The wind turbines will be located entirely on privately owned lands, with the transmission line alignment also on private land and potentially using U.S. Highway 285 right-of-way. The Applicant currently holds lease or easement agreements with all the landowners within the Project area, as summarized in Table 1 and Table 2 below. See Exhibit A - Project Overview Map and Exhibit B - Land Agreements, and Exhibit C - !ăăŜăă2ℕΩă t I·ℕŐŜf a I·LJ¢

Table 1. Land Owner Information – Wind Farm

Landowner Name	Township/Range	Acreage	Property Description
L.T. Lewis Ltd. Company	T5 North, Range 15 East; T6 North, Range 15 East; T7 North, Range 15 East	7,340 (7,296.34)	T5 Section 1, 2, 4, 4, 5 (Lots 1-4) T6 Section 1, 12, 28, 32, 33, 36 T7 Section 26, 35 (Lots 1-4)
Berlier Ranch, LLC	T6 North, Range 15 East	6,359 (6,447.69)	Section 13, 14, 22, 23, 24, 25, 26, 27, 33, 34, 35
Wells Fargo Bank, Trustee of the Richard M. Krannawitter Trust	T7 North, Range 15 East	2,880 (1,968.69)	Section 1, 12, 13, 24, 25, 36

Table 2. Land Owner Information - Transmission Line

Landowner Name	Township/Range	Property Description
L.T. Lewis Ltd. Company*	T5 North, Range 14 East; T6 North, Range 14 East; T5 North, Range 15 East T5 North, Range 15 East	T5 Section 1, 2, 3, 4, 5, 29 T6 Section 25, 26, 27, 28, 29, 32, 33, 34, 35, 36 T5 Section 1, 2, 3, 4, 5, 29 T5 Section 6
Michele M. Goodson and Wesley Dwayne Goodson	T5 North, Range 14 East	Section 6, 7, 17, 20

*Applicant currently holds lease agreement, waiting on executed agreement for easement for transmission line.

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As illustrated in Exhibit E - Land Cover Map, the primary land cover within the project area is designated as Western Great Plains Shortgrass Prairie. Southern Rocky Mountain Juniper Woodland and Savanna is the next most predominate land cover. Colorado Plateau Mixed Low Sagebrush Shrubland, North American Warm Desert Active and Stabilized Dune and Inter-Mountain Basin Semi-Desert Shrub Steppe make up the rest of the land coverage.

5. Land Entitlement

The Applicant has executed lease and easement agreements with private landowners in the Project area (Exhibit B - Land Agreements & Exhibit F - Legal Land Descriptions). The Applicant has rights to develop, construct, own, and operate a wind energy facility on the land subject to these agreements.

6. Request for Zoning Ordinance Amendment

In accordance with Torrance County Zoning Ordinance RPR-223, revised May 11, 2016, the Applicant is seeking a Zoning Ordinance Amendment for a Special Use District and a Height Variance for development of the Project as described below.

6.1 Special Use District

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A Special Use District is requested to develop the Project within the Project area. Refer to Exhibit A - Project Overview Map & Exhibit B - Land Agreements for the lands being proposed for the Special Use District.

6.2 Height Variance

The Applicant requests a height variance for the installation of wind turbines within Torrance County up to 590 ft in height and up to 4 permanent MET towers. While final heights of the wind turbines will be determined upon final selection of wind turbine make and model for the Project, the Applicant expects the wind turbineăΩ άhub heightέ óĸŜʎƎKű ₹ℕ2Y ŭĸŜ ōIꞏăŜ 2₹ ŭĸŜ ú2ø$ℕ ű2 ŭĸŜ ŎŜyűŜℕ 2₹ ŭĸŜ ℕ2ű2ℕ Kʣō 2y ű2LJ of the tower) to be up to approximately 260 - 360 ft. (80 - 110 m), and the total wind turbine height (i.e., height of vertical blade-tip pointing straight up from the base of the tower) to be up to approximately 450 - 590 ft. (137 - 180 m). These heights are based on dimensions of wind turbines being considered by the Applicant for the Project and may be modified once the Applicant makes final selection of wind turbines for the Project. For reference, Exhibit G - Typical Wind Turbine Structure includes a drawing of a typical wind turbine structure and Exhibit H - Typical Wind Turbine Brochures includes typical design and performance details.

Up to 4 permanent MET towers would be installed, with an approximate height of 260 - 360 ft. (80 - 110 m). The final height of the MET tower will depend on the wind turbine hub height.

7. Project Description

7.1 Wind Energy Facility Description

As planned, the Project will likely consist of wind turbines having a rated nameplate capacity between 2 and 3.5 MW each and a total generation capacity of up to approximately 480 MW split between the two counties (see Exhibit A - Project Overview Map). The Applicant will determine the final number of wind turbines planned for each county following engineering analysis and micrositing.

In addition to wind turbines, the Project will include one or more O&M buildings (see Exhibit J - Typical Operations and Maintenance Facility), underground (and if required by localized terrain, overhead) power collection lines, up to three electric substations (dependent on final electrical design), a 345 kV gen-tie line, service access roads (see Exhibit I - Access Roads), and related facilities and equipment.

Project construction and start of commercial operation may be as early as 2020, depending on numerous development items.

The manufacturer, model, dimensions, and generating capacity of wind turbines used in the Project have not yet been determined. For reference, Exhibit G - Typical Wind Turbine Structure includes a drawing of a typical wind turbine structure and Exhibit H - Typical Wind Turbine Brochures includes typical design and performance details.

The Project will also include electric substations with transforming capabilities and a 345 kV gen-tie line. While the exact number and location of the substations will be determined after micrositing of Project facilities, they will be located within the Project area and connected to power collection lines which are located underground or, if required by localized terrain, overhead. The 345 kV gen-tie line will carry the electricity generated by the Project from the Project substations to U.S. Highway 285, before continuing in the highway right of way to the Point of Interconnection.

The Applicant requests micro-siting flexibility for all of the facilities and equipment in the Project, including but not limited to the final locations of wind turbines, power collection lines, site access roads, O&M buildings, substations, high voltage transmission lines, communications facilities, and MET towers. Final locations of Project the facilities and equipment will depend, among other things, on the number, size and locations of wind turbines, the spacing between wind turbines, site access, topography, environmental conditions, wetlands, and sub-surface conditions. Final wind turbine location coordinates will be provided to Torrance County when the Applicant submits the building permit application.

7.2 Site Suitability

In selecting the Project area for development, the Applicant performed extensive site assessments which considered the many factors discussed below. Based on these assessments, the Applicant concluded that the proposed site is ideal for wind energy development.

a) Wind Resources

Using MET towers to collect wind data and considering historical weather data, the Applicant estimated the average wind speeds at multiple locations and elevations (see Exhibit K - NM Annual Average Wind Speed) and then made energy generation projections. The wind resource is not merely a function of wind speeds, but also of wind speed stability and consistency, wind direction and directional variability, seasonal and daily variability, wind shear, and turbulence imparted by topographical features.

The process of evaluating a potential site takes years to complete. As part of Project planning, the Applicant acquired 3 MET towers at representative locations within the Project area to record wind resource data for a number of parameters. These towers were acquired from a previous developer who installed them in 2008.

The data collected by MET towers data enabled the Applicant to make energy generation projections for the Project. The optimum layout of wind turbines in the Project would maximize energy generation while maintaining adequate spacing between wind turbines to minimize detrimental wake effects on nearby wind turbines.

. l·ăŜŘ ƨy˝űKŜ ! LJLJfλŎl·yűΩă l·yl·fèăλăΣ űKŜ Project site has adequate wind resources for a successful Project.

b) Transmission Access

The Applicant is actively pursuing several options for delivering energy generated by the Project to the electrical grid. These include two interconnection requests filed with PNM which PNM is currently studying:

- IA-PNM-2017-16: 480 MW of wind energy
- IA-PNM-2017-17: 100 MW of battery storage

Power generated by the Project will be carried by the gen-tie line from Project substations across privately-owned land to the U.S. Highway 285 right-of-way. From there, it may continue in a yƨ№ûKøŜăúŜ№fè ŘλWŜŎűλƨy˝űƨ űKŜ tƨλyű ƨ₸ LyűŜ№Ŏƨyy˝ŜŎűλƨy˝ƨy˝ t b a Ωă oпp ⅂± ySűøƨ№⅂℗

c) Road Access

The Project site is accessible from public roads for construction equipment and heavy machinery, including cranes and special-purpose trailers which transport tower sections and other components. One such road is U.S. Highway 285. Another is the Berlier Ranch road, from which new private access roads would be constructed, thereby minimizing traffic impacts on local roads (see Exhibit I - Access Roads). The northern portion of the wind farm located in Torrance County will also be accessible from Guadalupe County roads such as Ojo Road, Mesa de Leon Road, and Highland Road.

d) Competitive Economics

Competitive economics are essential for a successful project and are achieved at sites which have the best combination of attributes such as wind resource, suitable land, and access to energy markets. Economic feasibility also depends on landownersΩ willingness to enter into land agreements at a reasonable cost. There are a number of fixed costs associated with development of a wind energy facility, such as baseline environmental surveys, permitting, interconnection filing fees and studies, and engineering. Accordingly, projects must be sized appropriately to bear distribute these fixed costs.

Based on a detailed analysis of these attributes and costs, the Applicant has determined that the Project has favorable economics.

e) Rural Location; Visual Impacts

In the countyΩă Zoning Ordinance SPR-223/Wind Energy Facilities, March 21, 1990, including revisions to May 11, 2016, ¢ƨ№Wl·yŎŜ /ƨdzyűèΩă ăŜűōl·Ŏ⅂ №ŜljdzλWŜY˝Ŝyűă ăűl·ûŜ that άXŜl·ŎK øλyŘ ûdzWōλyŜ ăKl·ff ōŜ ăŜű ōl·Ŏ⅂ from the nearest property line a distance no less than 1.1 times its total height, unless appropriate Ŝl·ăŜY˝Ŝyűă l·№Ŝ ăŜŎdzWŜŘ ₣№2Y˝ l·Řƨl·ŎŜyű LJNƨLJŜ№ûè ƨøyŜ№Φέ ¢KŜ t№ƨ?ŜŎűΩă øind turbines will be sited to

maintain minimum setbacks from the nearest non-participating properties pursuant to Torrance County requirements.

The proposed Project is located in a rural area on private land, with limited visual impact to surrounding properties.

In February 2019, the Applicant commissioned a viewshed analysis using a tool called the ćESRI ArcMap three-dimensional model Viewshed 2ć, to evaluate the visual impact of an indicative layout of the Projectůă wind turbines from surrounding areas. For this analysis, a ten-meter Digital Elevation Model (DEM) was used to show the local terrain. At the direction of Torrance Countyůă Land Use Planning and Zoning Department staff, three representative ćobserverć points were selected in order to document the view of the Project area. For a 15-mile field of view from the observer points towards Project facilities, the Viewshed 2 tool then generated an Above Ground Level (AGL) land surface to indicate the height structures would need to be above the land surface to be visible from the observer points. Structure height values greater than the maximum height of the Project wind turbines were then excluded from the AGL. The results of this analysis are illustrated in Exhibit L - Project Visibility Map.

Based on the indicative Project layout, the AGL was then used to develop photo illustrations showing the view 2ŦúKŜ tW2ŝŠŐúůă wind turbines from the three observer points (Exhibit M - Project Visibility Photo Illustrations).

From the northern-most observer point along NM Highway 3 (E 455645; N 3855459 UTM z13 NAD83) looking southeast (124 degrees), the viewshed analysis indicates that only a small cluster of Project wind turbines would be visible approximately ten miles away towards the eastern horizon. It is possible that the wind turbines would be visible to the naked eye from this distance, depending on weather conditions, and the photo illustration indicates the general direction they would appear on the horizon.

From the observer point in the town of Encino, NM, (E 458087, N 3834594 UTM z13 NAD83) Looking Northeast (058 degrees) the viewshed analysis indicates that the Project wind turbines would be visible approximately five miles away towards the eastern horizon. It is possible that the wind turbines would be visible to the naked eye from this distance, depending on weather conditions, and the photo illustration indicates the general direction they would appear on the horizon.

From the southern-most observer point along NM Highway 60, (E 470527; N 3828231 UTM z13 NAD83) looking north (015 degrees), the viewshed analysis indicates no turbines are visible due to intervening terrain in the foreground.

f) Communication Interference

Wind turbines will generally be sited outside of known microwave pathways and Fresnel zones (areas surrounding a line-of-sight used to determine obstruction loss to communication signals) to minimize impacts on local communications. In November 2018, the Applicant commissioned a Communications Tower Study to identify communications towers as well as Federal Communications Commission (FCC) - licensed communications antennas that exist in the Project area (Exhibit N - Communications Study & NTIA Consultation). The study results will inform the Project wind turbine layout for the purpose of

minimizing communication service disruptions to existing tower users. Information about the locations of communications towers and antennas in the study area were derived from a variety of sources, including ŭKŜ C/ /Ωă !yűŜyγl· {ŭℕdzŎŭdzℕŜ wŜƎλăŭℕl·ŭλ2γ´ó!{wú ŘI·úI·ōI·ăŜΣ ¦yλØŜℕăI·f [λÔŜyãλyƎ {èăűŜϒ ó¦[{úΣ yl·ûλ2yl·f I·yŘ regional tower owner databases, and local planning and zoning boards. The data was imported into GIS software and the structures mapped in the Project area.

The study found that one tower structure with a communication antenna is located within the Project area. While the tower structure is not registered with the FCC, the land mobile antenna is licensed. The appropriate setback distance of wind turbines from the land mobile antenna is based on FCC interference emission limits of electrical devices in the land mobile and mobile phone frequency bands.

In addition, the Applicant has consulted with the National Telecommunications and Information Administration (NTIA) to evaluate potential impacts to communications infrastructure and services within the Project area. In January 2019, the Applicant received a letter from NTIA stating that the agency does not anticipate harmful interference as a result of the Project (Exhibit N - Communications Study & NTIA Consultation).

g) Cultural Resources and Historic Places

In February 2019, the Applicant commissioned a cultural resources literature review to identify previous archaeological field studies and identified cultural resources within and near the Project area. The literature review queried online databases including the New Mexico Historic Preservation Division, Archae2f2ƎλÔI·f wŜÔ2ℕŘă aI·yl·ƎŜYŜyű {ŜÔűû2yΩă bŜø aŜÈλÔ2 /dzfűdzℕI·f wŜă2dzℕÔŜă Lyf2ℕYI·ûλ2y´{èăűŜY´ (NMCRIS) to determine the extent of previous cultural resource field surveys and documented sites within 1,640 feet (500 meters) of an indicative layout of the tℕ2ƨŜÔúΩă wind turbines, access roads, and high-voltage transmission line in Torrance County. The NMCRIS database provides textual and geospatial information on all previously conducted cultural resource field studies in the State of New Mexico. All known pertinent cultural maps, records of previously recorded cultural resources, and reports from previous cultural resource field surveys within and near the Project area were acquired, evaluated, and archived for future referral.

As detailed in Exhibit O - Cultural Resources Literature Search, and in Table 3 below, six cultural resource surveys have been conducted within 1,640 feet (500 meters) of an indicative layout of ŭKŜ tℕ2ƨŜÔúΩă øλyŘ turbines and access roads. Those surveys identified 32 cultural resource sites. Of those identified sites, five are located within 100 meters of an indicative layout of the Project wind turbines and access roads (Table 4).

Table 3. Previous Cultural Resource Surveys Conducted within 500m of Indicative Layout of Project Wind Turbines and Access Roads in Torrance County

NMCRIS no.	Performing Company	Acres	Identified Sites	Reference
19154	UNM OCA	1994	30	Kneebone, R. 1987
131214	US NRCS	74	0	US NRCS New Mexico State Office 2015
90493	US NRCS	597	1	Romero-Yepes 2004
127618	US NRCS	90.6	0	Dennison, L. 2013
142089	Patrick Graham	158	0	Graham, P. 2018
131860	Patrick Graham	270.9	1	Graham, P. 2015

None of the identified sites near the wind farm and access roads have been deemed eligible for the National Register: in each case either an official determination has been made as to non-eligibility, or no determination of eligibility has been recorded to date.

Table 4. Previously Recorded Cultural Resource Sites within 100m of Indicative Layout of Project Wind Turbines and Access Roads in Torrance County

Site LA. No.	Associated Activity	Site Type	NR Eligibility
60945	19154	Historic	Undetermined
60946	19154	Prehistoric	Undetermined
60957	19154	Prehistoric	Undetermined
183509	131860	Prehistoric	Not Eligible
45933	142089	Proposed Linear Historic	Undetermined

As detailed in Exhibit O - Cultural Resources Literature Search, and in Table 5, eight cultural resource surveys have been conducted within 500 meters of an indicative layout of ŭKŜ t№2?ŜŎŭŭă high-voltage transmission line. All eight of the cultural resource surveys were conducted along the U.S. Highway 285 right-of way, while no cultural resource surveys were conducted within the private land portion of an indicative layout of the transmission line. Those cultural resource surveys identified 46 sites. Of those identified sites, only two are within 100 meters of an indicative layout of the transmission line (Table 6).

Table 5. Previous Cultural Resource Surveys Conducted within 500m of Indicative Layout of Project Transmission Line in Torrance County

NMCRIS no.	Performing Company	Acres	Identified Sites	Reference
7458	NM State Highway	29.50	0	Haecker, C. 1985
93071	Parson Brinkerhoff	896.00	17	Raymond et al 2006
56067	SWCA	4770.20	27	Philips, D. et al 1997
118067	Tierra ROW	25.00	0	Funkhouser, G. 2010
20690	ACA	526.40	2	Bowman, James 1988
644771	Lone Mountain	17.48	0	Travis-Suhay, C. 1990
64593	Lone Mountain	Not entered	Not entered	Travis-Suhay, C. 1999
42416	Quivera Research Center	30.72	0	Condie, C.J. 1993

No determination of eligibility has been recorded to date for one identified site in the indicative area of the transmission line, while the other identified site has been deemed eligible for the National Register.

Table 6. Previously Recorded Sites within 500m of Indicative Layout of Project Transmission Line in Torrance County

Site LA. No.	Associated Activity	Site Type	NR Eligibility
68955	20690, 56067	Prehistoric	Undetermined
125523	61944, 65356	Prehistoric	Eligible

In addition, the Applicant commissioned a search of the National Register of Historic Places in late-2018. The search determined that no Historic Places are located within or near the Project area (Exhibit P - Map of Historic Places).

h) Environmental

In late-2018, the Applicant commissioned desktop research into Threatened, Endangered, and Sensitive Species with the potential to occur in the Project area located within Guadalupe and Torrance Counties. The New Mexico Ecological Services Field Office of the United States Fish and Wildlife Service (USFWS) was consulted to generate an official list of federally-listed Threatened, Endangered, and Candidate species, including any designated listed critical habitat. The New Mexico Department of Game and Fish (NMDGF) was consulted to obtain New Mexico State-listed species that have potential to occur in the

Project area within Guadalupe and Torrance Counties. The New Mexico Rare Plant Technical Council was consulted to generate a list of rare plants that have the potential to occur in the Project area within Guadalupe and Torrance Counties (Exhibit Q - Preliminary Biological Evaluation & Agency Consultation).

Table 7 below summarizes the federal and state-listed species that have the potential to occur in the Project area in Torrance and Guadalupe Counties.

Table 7. Federal and State-Listed Species in Project Area in Torrance and Guadalupe Counties

Common Name	Scientific Name	Federal Status	NM-State Status	Habitat Association
Mammals				
New Mexico Meadow Jumping Mouse	Zapus hudsonius luteus	Endangered	--	Nests in dry soils. Utilizes moist and dense streamside riparian/ wetland vegetation. Prefers moist grasslands and thick vegetated areas around permanent water. Active only during the growing season.
Birds				
Mexican Spotted Owl	Strix occidentalis lucida	Threatened	--	Primarily mixed conifer forests dominated by Douglas fir and various pines, or fir and pine-oak forests. Steep sided forested canyons with perennial water sources. Considered year-round resident in Rio Arriba County.
Piping Plover	Charadrius melodus	Threatened	Threatened	Occurs on sandflats, bare shorelines of rivers, lakes, or coasts. In NM can occupy patches of sand, gravel, or pebbly-mud on alkali lakes.
Southwest Willow Flycatcher	Empidonax traillii extimus	Endangered	Endangered	Breeds in riparian zones along rivers, streams and wetlands. During breeding confined to riparian woodlands with thick understory.
Common Black Hawk	Buteogallus anthracinus	--	Threatened	In NM it is an uncommon summer resident that is largely restricted to well-developed riparian habitats in the San Francisco, Gila, and Mimbres drainages.
Bald Eagle	Haliaeetus leucocephalus	--	Threatened	Found near lakes and streams across NM., Mostly during winter months. Agricultural fields and

				pastures frequently used for foraging.
Peregrine Falcon	Falco peregrinus	--	Threatened	Breeding territories center on cliffs that are in wooded/forested habitats. Preferred hunting habitats include croplands, meadows, river bottoms, marshes, and lakes.
Arctic Peregrine Falcon	Falco peregrinus tundrius	--	Threatened	Breeding territories center on cliffs that are in wooded/forested habitats. Preferred hunting habitats include croplands, meadows, river bottoms, marshes, and lakes.
Least Tern	Sternula antillarum	Endangered	Endangered	Nests on the ground, typically on sandy sites relatively free of vegetation, such as sandbars in rivers, and beaches. In New Mexico alkali flats are selected as nesting areas.
Neo-tropic Cormorant	Phalacrocorax brasilianus	--	Threatened	In NM generally found on larger bodies of water such as reservoirs.
Gray Vireo	Vireo vicinior	--	Threatened	In New Mexico, most often found in arid juniper woodlands on foothills and mesas, these most often associated with oaks and usually in habitat with a well-developed grass component.
. I·ŇŮŘ□ă {LJI·ŇŮŇ2ó	Ammodramus bairdii	--	Threatened	Occurring primarily in the eastern plains and southern lowlands. May winter in some locales; breeds in shortgrass prairies, nests are concealed in tallgrass and prairie.
Fish				
Suckermouth Minnow	Phenacobius mirabilis	--	Threatened	Inhabits mainly sand, gravel, and rubble-bottomed riffles in small to moderate-sized streams.
Mexican Tetra	Astyanax mexicanus	--	Threatened	Occupies variety of habitats, tends to school in pools and below swift areas in eddies.

Bigscal Logperch	Percina macrolepida	--	Threatened	Typical habitat consists of larger streams with strong, non-turbulent flows. Preferred substrate varies from silt to rubble.
Flowering Plants				
Pecos Sunflower	Helianthus paradoxus	Threatened		Saturated saline soils of desert wetlands. Usually associated with desert springs (cienegas) or the wetlands created from modifying desert springs; 3,300-6,600 ft.
² ℕλƎKúΩă a l·ℕăK Thistle	Cirsium wrightii	Candidate		Around springs near San Bernardino, on the borders of New Mexico and Sonora. It also occasionally occurs with the threatened *Helianthus paradoxus* in the Pecos River valley.
Santa Fe Milkvetch	Astragalus feensis	Species of Concern	Strategy Species	Sandy benches and gravelly hillsides in pinyon-juniper woodland or plains-mesa grassland; 5,100-6,000 ft.
Flint Mountains milkvetch	Astragalus siliceus	Species of Concern	Strategy Species	Calcareous knolls and rocky areas in rolling shortgrass prairie; 6,000-6,500 ft.
Sandia alumroot	Heuchera pulchella	Species of Concern	Strategy Species	Limestone cliffs in lower and upper montane coniferous forest; 8,000-10,700 ft.
Tall Bitterweed	Hymenoxys brachyactis	Species of Concern	Strategy Species	Dry sites with coarse soils in pinyon-juniper woodland and lower montane coniferous forest; 6,900-8,200 ft.
tfl·yʅΩă ŎI·YLJℵ2y	Silene plankii	Species of Concern	Strategy Species	Igneous cliffs and rocky outcrops; 5,000-9,200 ft.

In addition, the Applicant commissioned several wildlife studies of the Project area, in accordance with USFWS Land-Based Wind Energy Guidelines (USFWS Guidelines) and Eagle Conservation Plan Guidance. The studies cover a larger area than the proposed Project area in Torrance County. In summary:

- ¶ In accordance with USFWS Guidelines, a ά¢λŜℕ мέ ăΰdzŘè ø l·ă Ŏ2yŘdzŎΰŜŘ λy нлмпφ
- ¶ Also in accordance with USFWS Guidelines, ά¢λŜℕ oέ l·ŜℕλI·f ℕl·LJΰ2ℕ l·yŘ Ŝl·ƎfŜ ySăΰ ădzℕØŜès were performed in February 2014, April 2015, May 2016, and February 2018. These surveys covered the Project area and a 10-mile buffer, totaling approximately 1,882 square miles.

- Results of the 4 years of nest surveys included 19 large stick nests potentially suitable for use by golden eagles.
- None of these surveys identified any nests which were occupied by either bald or golden eagles.

¶ In accordance with USFWS Guidelines, á¢ÀÊ oé ÊÌ·ÉfÊ Ì·yŘ Ì·ØÀÌ·y˝dzăÊ ădzÊØÊèă øÊÊ Ô2yŘdzÔúÊŘ ŦŽ one full year, from June 2015 to May 2016.

- Surveys were conducted monthly, and small bird and large bird surveys were done separately.
- Small bird surveys generally documented species consistent with what was expected for the area. The most abundant small bird species documented wÊÊ /Ì·ăăÀyăă ăLJÌ·ŽŽ2øΣ horned lark, and western meadowlark. No gray vireos or pinyon jays were observed.
- Large bird/eagle surveys also resulted in a species list consistent with expectations for the area.
  - The most abundant large bird species documented were turkey vulture, {øÌ·Àyã2yăă KÌ·øʅΣ Ì·yŘ !Y˝ÊŽÀÔÌ·y˝ʅÊăúŽÊ¢ No burrowing owls were observed.
  - Observed raptor use was low compared to other areas in Western states with operating wind energy facilities, for which pre-construction raptor use data is publicly available.
  - Two golden eagles were observed during these surveys, resulting in only one Y˝ÀyăzúÊ 2Ŧ ÀŘÊyűÀŦÀÊŘ áÊÌ·ÉfÊ ŽÀăʅ¢ No bald eagles were observed.
  - Observed golden eagle use was very low compared to other areas in Western states with operating wind energy facilities, for which pre-construction eagle use data is publicly available.

¶ In accordance with USFWS Guidelines, a á¢ÀÊŽ нé {ÀúÊ /KÌ·ŽÌ·ÔúÊŽÀÎÌ·úÀ2y˝{űdzŘè of the Project area was also conducted, resulting in the March 20, 2018, draft report (Exhibit R). This draft report will be updated as new information is obtained. The study covers a larger area than the proposed project site in Torrance County.

¶ On April 5, 2018, Orion and its wildlife consultants, Western EcoSystems Technology, Inc., met with the USFWS and the NMDGF to discuss completed, ongoing, and planned wildlife studies of the proposed Project area and expected impacts of the proposed Project on wildlife.

¶ In addition, a second full year of large bird / eagle use surveys began in Nov. 2018 and will continue until Oct. 2019.

As stated in the Site Characterization Study (Exhibit R), it is unlikely that any of the four avian and one mammal federally listed as a threatened or endangered species occur within the Project area in Torrance County. Of the 12 avian and one mammal state-listed threatened or endangered species with potential to

occur in Torrance County, the Site Characterization Study determined that only the bald eagle and gray vireo (both avian species) possibly occur in the Project area.

As required by State or Federal law, the Applicant will conduct additional biological field surveys to determine if suitable or appropriate habitat exists to support listed species. The presence of any listed species will determine the need to engage in formal consultation with the USFWS or NMDGF. At this point in time, the Applicant does not anticipate that Federal and NM-State listed species issues will significantly impact Project development.

7.3 Project Development Resources

Wind energy projects are capital intensive. The Applicant has decades of experience with construction finance, term loans, and structured cash and tax equity investments. 5dzŜ ű2 !LJLJfŏŎl·yűůă ădzōăű̆l·yűůl·f experience with raising capital for many prior wind energy projects and the forecasted economic benefits of this Project, Applicant believes there are many potential opportunities for financing and ownership of the Project.

7.4 Timeline

Project construction and start of commercial operations of the Project are planned for as early as 2020. Additional phases of the project are currently being planned and are expected to have a 2021 or later construction and commercial operations timeline.

The Project is designed to generate electricity for approximately 30 years, with the possibility to extend energy generation beyond this period.

7.5 Wind Energy

7.5.1 Electricity generation

As planned, the 480 MW Project will likely consist of wind turbines having a rated nameplate capacity between 2 and 3.5 MW each and located within Guadalupe and Torrance counties, and is expected to generate approximately 2,000,000 MWh per year of clean, renewable energy. The Applicant will determine the final number and location of wind turbines later in the development process following engineering analysis and micrositing, with the Applicant providing final numbers and locations to Torrance County prior to construction.

In 2016, the average New Mexican home consumed approximately 7,280 kilowatt-hours. One 2.5 MW wind turbine produces enough electricity on average to power the equivalent of approximately 1,500 New Mexican homes.

7.5.2 Interconnection and transmission

The Applicant filed an interconnection request with PNM for the Project on November 21, 2017. PNM is currently completing the Definitive System Impact Study and the results are expected to be completed at the end of Q1 2019. Following review of the study results, the Applicant may proceed to the Facilities Study phase of the interconnection process and ultimately enter into a Large Generator Interconnection Agreement (LGIA). The LGIA would allow the Project to interconnect and deliver its full energy output to the Point of Interconnection.

The tNŽ?ŜŎúΩă LJNŽLJŽăŜŘ 345 kV gen-tie line would be an overhead transmission line. The indicative route of the gen-tie line would run in a westerly direction from the Project substation in Torrance County to U.S. Highway 285, before heading northwest for approximately 40 miles.

7.5.3 Power market

The Applicant has negotiated and executed power sales agreements for many wind energy projects across the United States. The Applicant is currently pursuing power purchase options for the Project.

7.6 Wind Energy Equipment, Siting, & Other Infrastructure

7.6.1 Wind Energy Generation Turbines

The Project will utilize industry-standard three-bladed, upwind wind turbines. The Applicant is currently considering several well-known vendors for wind turbines, such as (but not limited to) GE Renewable Energy, a subsidiary of General Electric, Vestas Wind Systems A/S, and Siemens AG. The Applicant anticipates this selection will be made by the end of 2019 or early 2020. For reference, Exhibit G - Typical Wind Turbine Structure includes a drawing of a typical wind turbine structure and Exhibit H - Typical Wind Turbine Brochures includes typical design and performance details. The wind turbines used in the Project would be new, commercially available turbines.

Each wind turbine will consist of four major components: the nacelle, the rotor, the tower, and the foundation. While final heights of the wind turbines will be determined upon final selection of wind údzNõλyŜ Y l·ļŜ l·yŘ Y·ŽŘŝf ŦŽN úKŜ tNŽ?ŜŎúΣ úKŜ !LJLJfΩÔl·yű ŜÈLJŜŎúă úKŜ ØλyŘ údzNõλyŜăΩ άKdzō KŜλƎKűε όKŜλƎKű from the base of the tower to the center of the rotor hub on top of the tower) to be up to approximately 260 - 360 ft. (80 - 110 m), and the total wind turbine height (i.e., height of vertical blade-tip pointing straight up from the base of the tower) to be up to approximately 450 - 590 ft. (137 - 180 m). These heights are based on dimensions of wind turbines being considered by the Applicant for the Project and may be modified once the Applicant makes final selection of wind turbines for the Project. Descriptions of the major wind turbine components are provided below.

a) Nacelle

At the top of the tower section is the nacelle. The exterior is typically made of fiberglass with a structural steel frame which protects the internal, main mechanical components of the wind turbine from the environment and dampens noise emissions. The housing is designed to allow for adequate ventilation to cool internal machinery. While final sizes will be determined upon final selection of wind turbine make and model for the Project, the Applicant anticipates that the housing will be, but not limited to, approximately 28 feet long, 10 feet tall, and 11 feet wide (8.5 meters long, 3 meters tall, and 3.3 meters wide). It is externally equipped with an anemometer which measures wind speed, and a wind vane which measures wind direction. This information is used by the wind turbine controller to turn the machine on and off, and to rotate or "yaw" it into the correct position in relation to the wind. The components housed within the nacelle include the generator, the main shaft, the gearbox, and an electric control unit which relays information and data received from the generator and the weather station on the roof of the nacelle to the main control cabinets at the base of the tower. The nacelle is mounted on a sliding ring that allows it to yaw into the wind to maximize energy capture.

Attached to the top of some of the nacelles, per specifications of the FAA, would be a single, medium-intensity aviation warning light. These would be red flashing lights (such as the L-864 Flashing Red Beacon) that would only be operated at night.

b) Rotor

The rotor assembly is mounted on the driveshaft and is operated upwind of the tower. Each rotor will consist of three fiberglass composite blades, with a hub or nose cone that is mounted on the end. While final sizes will be determined upon final selection of wind turbine make and model for the Project, the Applicant expects that each blade will be approximately 180 to 240 ft. (54 to 74 m) in length depending on the final model selected. The rotor attaches to the drive shaft at the front of the nacelle.

The drive shaft is connected to the gearbox and generator contained within the nacelle. All wind turbine rotors would rotate in the same direction. Electric-servo motors within the rotor hub vary the pitch of each blade according to wind conditions, which enables the wind turbine to operate efficiently at varying wind speeds. While final specifications will be determined upon final selection of wind turbine make and model for the Project, modern wind turbines generally begin generating energy at wind speeds as low as 6.7 miles per hour (mph) (3 meters per second (m/s)) and automatically shut down at sustained wind speeds above 56 mph (25 m/s). The maximum rotor speed is approximately 17.6 revolutions per minute (rpm).

Wind turbine rotors would be painted a non-reflective, unobtrusive, off-white color.

c) Tower

The towers used for the Project would be conical steel structures typically manufactured in three to five sections, each of which would be trucked separately to the site and then bolted together using internal flanges. While final specifications will be determined upon final selection of wind turbine make and model for the Project, towers generally have a base diameter of approximately 14 to 20 ft (4 to 6 meters) and a diameter at the top of approximately 8 ft. (2.4 m). Each tower would have a locked access door at the base, internal lighting, control cabinets, and an internal ladder or elevator for access to the nacelle. The towers would be painted in a non-reflective and unobtrusive off-white color. By design, the tubular steel towers cannot be climbed externally, and no appurtenances would be connected to the outside of the wind towers.

a) Foundation

The wind turbines' freestanding tubular towers would be connected by anchor bolts to a reinforced concrete foundation. Foundation type and design for the wind turbines would be based on project-specific geotechnical investigations. While final specifications will be determined upon final selection of wind turbine make and model for the Project, spread-footing type foundations are generally about 60 ft. (18 m) in diameter and 7 to 13 ft. (2 to 4 m) in depth. Only a short foundation pedestal would be above the ground. An alternate tower foundation approach would consist of a rock anchor. Regardless of foundation design, soil borings would be performed at each tower location to characterize the underlying soils. A licensed geotechnical engineer would analyze and recommend specific requirements

to ensure adequate foundational strength for each of the proposed towers. Reinforced concrete foundations would be designed by a professional engineer according to recommendations from the wind turbine manufacturer and geotechnical engineer.

7.6.2 Wind Turbine Siting

To maximize energy capture, wind turbines would typically be placed at least 3 rotor diameters apart in rows perpendicular to the prevailing winds and at least 10 rotor diameters apart between rows. This general spacing scheme is utilized to minimize detrimental wake effects on nearby wind turbines and is required to maintain the efficiency and productivity of the Project as a whole.

Final wind turbine locations in the Project will be determined based on the make and model of wind turbine selected as well as geotechnical studies, environmental studies, meteorological data, and site engineering design. The Applicant requests micro-siting flexibility to place wind turbines at optimal locations within the Project area.

Wind turbine location coordinates will be provided to Torrance County when the Applicant submits a building permit application.

7.6.3 Electrical Collection System and Substation

The electrical collection and transmission system associated with the wind turbines would consist of the following: wind turbine step-up transformers, a 34.5 kV collector line system from each wind turbine to the Project substations, and Project substations where energy would be transformed or "stepped up" from the collection system voltage of 34.5 kV to a 345 kV transmission level voltage.

Electrical power from each wind turbine would be transmitted from the wind turbine to a Project substation by buried electrical collection cables, unless localized terrain requires such cables to be above ground. Each Project substation, which would likely be approximately five to 10 acres in size, would consist of electrical switches, circuit breakers, step-up transformers, meters, and related equipment that transforms the collection system voltage from 34.5 kV to 345 kV.

7.6.4 Meteorological Tower

There is a single temporary MET tower currently operating within the Project area in Torrance County, located in Section 25, Township 6N Range 15E (34.69871, -105.34872). This tower is a 60m tall, NRG XHD guyed monopole steel tower which was erected in 2008.

The existing MET tower has seven anemometers, four wind vanes, two temperature sensors, and one Barometric pressure sensor located at varying heights.

7.7 O&M Facility

One or more O&M facility(ies) would be constructed to house operations, equipment parts, and materials associated with ongoing maintenance and operation activities of the Project. O&M facilities typically include a building 50 by 100 ft. in size with a fenced equipment storage yard/ staging area that is approximately 250 by 250 ft (Exhibit J).

Each O&M building would include a Supervisory Control and Data Acquisition (SCADA) control room to monitor wind turbine status 24 hours per day. The building would include offices and a storage room. It would be constructed in accordance with Torrance County building standards and codes. The final site plan and detail drawing would be provided to Torrance County when the Applicant submits its building permit application.

During operations, the Project as a whole would employ approximately 18 to 23 employees based in the O&M facility(ies). Potable water would be available at the O&M facilities and used water would drain into an onsite septic system. All appropriate permits required for the use of potable water and construction of a septic system would be obtained from Torrance County. Any other waste materials used for maintenance and operations would be removed from the site and disposed of in an appropriate manner consistent with County, State, and Federal requirements. These materials may include oils used in transformers, lubricating oils, and cleaning fluids. The Applicant would implement a hazardous materials management plan addressing storage, use, transportation and disposal of each oil or solvent anticipated to be used at the Project. All replaced fluids would be collected in drums and sent offsite for recycling. A Spill Prevention, Control, and Countermeasure (SPCC) Plan would be developed in order to provide guidance regarding spills of fuel and oil at the Project site.

7.8 Project Access Roads

The Project site would be accessed from U.S. Highway 285 and the Berlier Ranch Road from which new private access site roads would be constructed, thereby minimizing traffic impacts on local roads (Exhibit I - Access Roads). The northern portion of the wind farm located in Torrance County will be accessible from Guadalupe County roads (e.g., Ojo Road, Mesa de Leon Road, and Highland Road). A Driveway Access Permit from the New Mexico Department of Transportation (NMDOT) would be obtained as required for access points from state roads. These driveway access points would be designed and constructed in accordance with NMDOT standards and guidelines. Using these existing and new access roads, the Project site will be accessible to construction equipment and heavy machinery, including cranes and special-purpose trailers, which transport tower sections, blades and other components. New access roads would align with wind turbine rows to accommodate wind farm maintenance, minimize off-road travel, and limit the amount of land taken out of production from current land use activities (Exhibit A - Project Overview).

New access roads on private land, and improvements to existing roads (if any) with the approval of applicable road authorities, would be designed under the direction of a licensed engineer. All new private access roads would be constructed and maintained in accordance with appropriate standards. Care would be taken during design and construction of access roads to minimize potential erosion and ground disturbance, and to avoid sensitive resources and unsuitable areas.

7.9 Fencing

No perimeter fencing is required for the Project and therefore, none is proposed. The Project would be located entirely on privately-owned lands. Access to wind turbines by O&M personnel would be via a reinforced and locked steel door at the base of each tower. The O&M facility and Project substation, however, would be surrounded by chain link fencing with barbed wire at the top for security purposes.

8. Construction Activities

8.1 Project Construction

Project construction will be managed by qualified internal and external personnel to minimize disruption to the local community. Using data collected for the Project site such as geotechnical information, environmental conditions, and site topography, the Applicant will develop a set of site-specific construction specifications for various components of the Project. The design specifications will comply with construction standards established by the following industry practice groups:

- American Concrete Institute
- Institute for Electrical and Electronic Engineers
- National Electric Code
- National Fire Protection Agency
- Construction Standards Institute

The Project engineering team will ensure that all aspects of the Project design specifications, as well as actual onsite construction, comply with applicable Federal, State, and County rules and regulations. The Project owner or contractor will communicate with County enforcement officers in order to assure that all aspects of Project construction are properly communicated and understood.

Barring adverse weather conditions, construction of the Project is anticipated to be completed within 12 to 18 months. Construction will involve approximately 275 to 350 temporary workers during various phases of construction. Following issuance of all necessary permits, construction is expected to begin with access roads and wind turbine site preparation. Construction activities most commonly occur during daylight hours.

Temporary construction staging areas will be established within or near the Project area. These staging areas will be used to temporarily store tower sections, wind turbine components, and infrastructure components and equipment. They will also be used as parking and storage areas for construction vehicles and construction employees' personal vehicles, and as storage areas for construction equipment. Typically, there is one staging area for each wind turbine string and approximately three to five larger central staging areas within or near the Project area.

Construction staging areas will be developed by grading and compacting the subsoil. A minimum of approximately 8 inches of gravel would then be installed to create a level working yard. Electric and communication lines would be brought in from distribution poles to allow connection with construction trailers, as necessary. Upon completion of construction, utilities and gravel would be removed from staging areas that do not overlap with the Project facilities, and the staging areas would be restored to substantially pre-construction contours and conditions.

To clear the balance of the construction areas to facilitate construction activities, vegetation will be removed along planned locations for site roads, collection lines, and around wind turbine locations. For transport roadways, clearing is typically conducted to establish an approximately 40 ft corridor centered on the road alignment. Where the collection system does not follow access roads, clearing is typically completed in an approximately 25 ft corridor to allow for trench digging and the installation of

electrical cable. For roads used by heavy cranes, an approximately 50 ft corridor is typically necessary. Clearing would be conducted by mechanical means, using heavy equipment to remove debris in the corridors. Clearing activities would prepare the areas for road construction, collection system trenching, and crane walking.

The construction of permanent foundations for wind generator towers would include soil excavation and compaction, preparation of form work, and placement of structural concrete with appropriate steel reinforcement as directed by the tower supplier and foundation designer. Areas surrounding the wind turbine locations would be cleared to allow for construction of the foundation and crane pads, and rotor assembly. This could potentially involve clearing up to approximately 20,000 square ft per wind turbine site.

The beginning of wind turbine foundation construction is expected to occur after initial portions of the access roads are completed. Foundation construction would occur in several stages including excavation, outer form setting, rebar and bolt cage assembly, casting and finishing of the concrete, backfilling, tensioning of the bolts, and finally site restoration. Excavation and foundation construction would be conducted in a manner that would minimize the size and duration of excavated areas required to install foundations.

Once the foundation concrete is sufficiently cured, the excavated area around the foundation would be carefully backfilled with the excavated on-site material. Additional offsite materials would only be brought in if necessary. The tower would be secured directly to the top of the concrete foundation and the nominal 15 - 20 ft (4.5 ç 6.1 m) diameter pedestal, which typically extends 6 to 12 inches above grade. The finished grade around the foundation pedestal and base of the tower would be surfaced with a graveled area approximately 6 ft (1.8 m) width. It is anticipated that one to two reinforced concrete wind turbine foundations would be constructed per day.

Crane pads would be installed adjacent to each wind turbine foundation to provide the main crane a stable, well compacted, level base from which to accomplish heavy lifting. Crane pad dimensions are typically 40 by 60 ft (12 by 18 m). A crane pad is constructed in a manner similar to the construction of access roads. Vegetation and compressible, organic soils and topsoil may be removed as part of initial site preparation. Following the initial site preparation, the ground immediately around the tower would be surfaced with gravel and successive layers (8 to 12 inches) of well-compacted crushed aggregate would be laid for a radius of approximately 40 ft (12 m). This permanent surfacing would provide a stable surface area for maintenance vehicles and would minimize surface erosion and runoff from the pad areas. After the initial construction phase, the crane pads would only be used periodically during the operations phase for activities such as maintenance tasks and equipment replacement and post-construction environmental monitoring, which are facilitated by cleared areas around wind turbines.

Wind turbine components would then be delivered and staged at wind turbine locations, and the cranes would be used to erect the wind turbines. Wind turbine mechanics would be completed next, along with electrical engineering, followed by the construction of the electrical collection system, the Project substation, and the transmission line. Typically, the Project substation transformer is delivered during this

timeframe and the Project substation can then be energized. The last step would be to commission the wind turbines for use.

8.2 Site Restoration

All construction traffic (including vehicle, equipment, and crane) would be limited to designated roads and within construction corridors and staging areas to the extent practicable.

At the conclusion of the construction phase of the Project, areas that have been cleared and that do not contain permanent structures or facilities would be revegetated with a native seed mix. This will assist in reducing erosion and promoting a return to the site's natural condition. Restored areas would include road edges, crane paths, temporary roads, and staging areas. This process would generally involve the following sequence of activities:

- Removal of gravel or other temporary fill
- Decompaction of compacted subsoils using a deep ripper
- Reestablishing pre-construction contours to the extent practicable
- Disking and removal of stones following the spreading of topsoil (as applicable)
- Seeding with a native seed mix

At the final conclusion of construction and restoration, silt fences and temporary sediment and erosion control measures would be removed as necessary.

8.3 Stormwater, Soil Erosion, and Sediment Control

Indicative locations of known drainages and wetlands in the Project area are illustrated in Exhibit S - Map of Surface Waters, Wetlands, and Waters of the U.S. The wetlands shown in such map are those identified by the U.S. Fish & Wildlife Service, National Wetlands Inventory.

Unlike other types of electricity generation, the Project does not involve any intake or discharge of cooling water. However, the Project has the potential to generate stormwater runoff which could discharge to surface waters or wetlands, so the Project may seek coverage under the U.S. Environmental Protection Agency's (US EPA) National Pollution Discharge Elimination System (NPDES) Construction General Permit. In connection with this general permit, a Stormwater Pollution Prevention Plan (SWPPP) would be completed prior to construction and a Notice of Intent would be submitted to the US EPA. The SWPPP would identify procedures to minimize potential stormwater impacts to surface waters and wetlands.

Where appropriate, stormwater drainage systems will be designed and constructed to maintain existing drainage patterns to the maximum extent practicable. The Applicant will implement appropriate temporary and permanent erosion control measures, including construction monitoring, and restoration actions as required.

8.4 Construction Generated Wastes and Wastewater

A variety of nonhazardous, inert construction wastes may be generated during construction. Construction wastes would primarily consist of concrete waste from wind turbine pad construction, wood waste from wood forms used for concrete pad construction, and scrap metal steel from wind turbine tower construction. Some additional wastes could include erosion control materials, such as straw bales and silt

fencing, and packaging materials from associated wind turbine parts and other electrical equipment. Solid wastes related to the construction of the Project would be promptly transported offsite and recycled, or disposed of in accordance with federal, state, and local laws. Excess soil generated as a result of construction activities would be tamped around wind turbines and power poles or spread throughout the Project area. All hazardous materials related to construction, operation, and maintenance of the Project would be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.

Wastewater would be generated during construction from the washdown of concrete trucks after concrete loads have been emptied. The Project's implemented SWPPP would be used in support of a NPDES Construction General Permit as discussed above. The SWPPP would also identity methods to minimize and prevent impacts from this material. The Applicant requires its contractors to follow best management practices and to minimize concrete waste wherever possible. Upon completion of the wind turbine foundations, concrete resulting from spill or washout is collected as part of the normal reclamation and restoration of the areas adjacent to the wind turbine.

9. Project Operations

9.1 Lighting

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9.2 Sound

Wind turbine sound emissions are typically either mechanical or aerodynamic in origin. Because most mechanical components are enclosed and acoustically mitigated, aerodynamic noise from the blades rotating through the air is typically the dominant source of audible sound. Industry practice is to measure sound emissions in accordance with IEC61400-11, Wind Turbine Generator Systems-Part 11: Acoustic Noise Measurement Techniques (IEC, 2006).

Sound emitted by wind turbines generally increases with increasing wind speeds and typically reaches a maximum level when winds are approximately 18 to 20 mph. When wind speeds are high at both the wind turbine rotor and at ground level, the sound from the wind turbines may be fully or partially masked by wind-induced background noise. When winds are calm or slight at ground level and high enough at turbine rotor height for operations, an audible "swooshing" sound may be perceived at ground level as the turbine blades rotate through the air.

Sound levels perceived at ground level will depend on a number of factors, the most significant of which is the distance from wind turbines. Existing Federal, State, or County regulations do not limit noise levels

at wind energy facilities (Exhibit T - State of New Mexico Noise Related Statutes). Due to the remote location of the Project, the large distances to sound receptors and flexibility in micro-siting of wind turbines, sound impacts on residents in the area are not anticipated.

10. Conformance with Zoning Ordinance

10.1 Conformance with Ordinance

The proposed Project will operate in accordance with the requirements of the Torrance County Zoning Ordinance SPR-223/Wind Energy Facilities, March 21, 1990, including revisions to: May 11, 2016, which permits wind-driven energy generators as an allowable use in a Special Use District.

10.2 Conformance with Zoning Ordinance Goals

This project is in conformance with and enhances fulfillment of the following Zoning Ordinance Goals of Torrance County.

a) á t№2Y2ű Î Ŝ Ì·fű K Ì·yŘ ű KŜ ∃ŜyŜ№Ì·f ø Ŝf₮Ì·№Ŝ 2₮ ű KŜ / 2dzyű è ε

Wind energy facilities are safe when sited, constructed and operated in accordance with all applicable County, State, and Federal requirements. The proposed Project will be operated and maintained by a highly trained operations and maintenance team. Construction will meet all applicable safety requirements. Wind creates clean energy from a non-depleting, local energy source that does not consume or discharge water, has no air emissions, and emits no odors.

b) á t№2ű ŜŐű f2ŐÌ·f ø Ì·ű Ŝ№ №Ŝă2dz№ŐŜă ε

The Projects would have a low impact on local water resources during operations. Water would be required during construction for dust abatement and to mix concrete for wind turbine foundations and would likely be obtained from existing wells within or near the Project area. Potable water would be used to service the O&M building.

c) á C Ì·Ő λ f λ ú Ì·ú Ŝ Ì·ŘŜ Ij dz Ì·ú Ŝ LJ№2Ø λ ă λ 2y ã ₮2№ ú№ Ì·y ã LJ2№ú Ì·ú λ 2y ε

The Project would not impose burdens on County roads beyond temporary use during construction. New access and service roads on private land would be constructed for the Project. These roads would remain private and would not require maintenance by Torrance County.

d) á C Ì·Ő λ f λ ú Ì·ú Ŝ Ì·ŘŜ Ij dz Ì·ú Ŝ LJ№2Ø λ ă λ 2y ã ₮2№ ă Ő K 2 2 f ã Ł LJ Ì·№] ă Ł Ì·yŘ 2 ú KŜ№ Ő 2Y Y dz y λ ú è №Ŝ Ij dz №Ŝ Y Ŝ y ű ă ε

The Project will generate property and gross receipts taxes or new revenue streams from payments in lieu of taxes, providing new county revenues to support local schools and Torrance County services.

e) á / 2y ã Ŝ№Ø Ŝ ú KŜ Ø Ì·f dz Ŝ 2₮ LJ№2LJ Ŝ№ú è ε

¢KŜ ¢2№№Ì·yŐŜ / 2dzyű è ! ă ă Ŝ ă ă 2№Ω ă h₮₮λŐŜ Ø Ì·f dz Ŝ ă LJ№2LJ Ŝ№ú è λ Y Ő 2y ₮2№Y Ì·yŐŜ ø λ ű K LJ№2₮Ŝ ă ă λ 2y Ì·f ă ű Ì·yŘ Ì·№Ř ă 2₮ ű KŜ International Association of Assessing Officer and the laws of the State of New Mexico. According to the ! ă ă Ŝ ă ă 2№Ω ă 2₮₮λŐŜΣ ŌŜŐÌ·dz ă Ŝ ű KŜ LJ№2LJ Ŝ№ú è Y Ì·λyű Ì·λns an Agricultural use it does not decrease in value, nor does it necessarily increase in value.

f) ά/2ϒLJI·ΰλōfŜ ŘŜØŜf2LJϒŜyΰ 2ŦfI·yŘ I·yŘ 2ΰKŜℕ yl·ΰdzℕI·f ℕŜă2dzℕÖŜăέ

Wind energy is a compatible land use with rangeland and other agricultural uses. Typically, less than 1-2% percent of the land within the Project area would be used for wind turbines, service roads, and other Project infrastructure following construction. Cattle would still be able to graze and wildlife would be able to use the area around the wind turbines. Wind energy development provides economic diversification for ranchers and other landowners, in many cases helping to provide an alternative to selling their land or subdividing it, thus protecting a rural way of life.

10.3 Appropriate Use for Zoning District

10.3.1 Special Use District

Major power generation facilities, including wind driven energy generators, are an allowable use for a Special Use District (Pursuant to Torrance County Zoning Ordinance SPR-223/Wind Energy Facilities, March 21, 1990, including revisions to: May 11, 2016).

The Project is located in an Agricultural District (A), a rural land use designation for unincorporated areas of Torrance County that are not specifically designated in any other zone classifications (see Exhibit N, Torrance County Zoning Map). The land use within the Project Area has historically been rangeland/dry agriculture; this land use would continue into the future as wind energy and ranching activities are compatible land uses.

10.3.2 Height Variance

While final heights will be determined upon final selection of wind turbine make and model for the Project, the Applicant expects that the wind turbine άKdzō KŜλ∃Kΰέ όKŜλ∃Kΰ ₸ℕ2ϒ ΰKŜ ōI·ăŜ 2Ŧ ΰKŜ ΰ2ØŜℕ ΰ2 the center of the rotor hub on top of the tower) to be up to approximately 260 - 360 ft. (80 - 110 m), and the total wind turbine height (i.e., height of vertical blade-tip pointing straight up from the base of the tower) to be up to approximately 450 - 590 ft. (137 - 180 m). This Height Variance, therefore, conforms to allowable uses for this zoning district.

11. Conformance with Torrance County Comprehensive Land Use Plan, 2003

The Applicant has prepared this Application using the goals identified in 2003 Torrance County Comprehensive Land Use Plan. Wind projects are well suited for the productive agricultural land in New Mexico and represent an attractive opportunity for many rural New Mexican communities as a secondary income source for landowners. The Project conforms to and helps accomplish numerous goals of the plan.

11.1 Goal A:

Balance the needs of a growing population while retaining the rural residential character and culture of the County, and ensuring a sustainable water supply. Objective 3: Control the density and distribution of development through zoning and other regulatory ordinances.

Use and enjoyment of agricultural property in the vicinity of the Project will not be harmed. Wind energy projects only occupy about 1 to 2 percent of project land area, allowing cattle ranching and other agricultural operations to continue and wildlife to run free.

Land surrounding the wind turbines will remain agricultural and the Project will not negatively affect surrounding properties. In addition, the Project is not expected to diminish property values in the surrounding area.

11.2 Goal B:

Plan and guide development in the County in a manner which encourages optimum efficiency and cost-effectiveness in the delivery of infrastructure and County services.

Road and drainage improvements will be necessary for the Project. The project will place minimal demands on County services. The Project will include the construction of new access roads to all wind turbines, the majority of which will be constructed on private land. The new infrastructure would be constructed and maintained in accordance with appropriate County standards. The Applicants will work with the Torrance County Road Department to obtain necessary approvals for use of County roads. The Applicant will also work with Torrance County emergency management services for any necessary infrastructure development.

11.3 Goal F:

Protect those areas of the County that are historically, culturally, geographically or environmentally unique and/or fragile. Objective 1: Promote the Estancia Basin as the prime location for new, but low water consumptive agriculture and agri-business. Objective 2: Preserve and protect grazing and ranching lands from development that is detrimental to existing land use.

Wind energy facilities use minimal water post-construction and generate no emissions or pollutants. They typically use water during construction for concrete and dust abatement, and during operation for periodic power-washing of wind turbines and facilities at the O&M building. The Projects consume far less water than standard agricultural uses or other power plants.

11.4 Goal J:

Ensure an adequate supply of quality water for current and future needs of the County.

Wind turbine operations typically require virtually no water to generate electricity. Minimal amount of water would be required during construction for dust abatement and mixing the concrete foundations. It is assumed that existing wells in the area will be used to provide water during construction.

11.5 Goal M:

Improve and expand County-wide infrastructure to enhance the quality of life and support economic development - Objective 3: Investigate the potential for wind and solar generated power in the County.

According to American Wind Energy Association (2017) New Mexico is ranked 16th in the country for installed wind capacity, with enough wind turbines added to produce 1,732 MW of electricity and ranked 15th for the number of wind turbines. During 2017, wind energy provided 13.5% of all in-state electricity production. This innovative source of power generation will help to support economic development in Torrance County.

11.6 Goal N:

Encourage the attraction, retention, and expansion of businesses in order to provide quality jobs for County residents.

The Project would generate significant temporary and permanent employment (direct and indirect jobs) during construction and operations. According to the developer of the El Cabo Wind Farm, Avangrid Renewables, also located in Torrance County, near the Community of Encino, at its peak, the project employed about 450 construction and other workers. These employees were part of the 3,000-4,000 wind energy labor force working in New Mexico in 2017. El Cabo now has 17 permanent employees, including three wind technicians. El Cabo□ă salaries for permanent positions start above $50,000 a year for a novice, and above $60,000 for experienced employees. The Applicant expects the Project will employ up to 500 temporary employees during peak construction activities and up to 23 permanent operational employees.

11.7 Goal O:

Promote the exploration and utilization of natural resources within the County.

Wind is a natural, renewable energy source. Using wind to produce energy has fewer effects on the environment than many other energy sources. Wind turbines do not release emissions that can pollute the air or water, and they do not require water for cooling. Wind turbines may also reduce the amount of electricity generation from fossil fuels, which results in lower total air pollution and carbon dioxide emissions. An individual wind turbine has a relatively small physical footprint. Wind cannot be used up, it occurs naturally, whether we harness it for electricity or not.

11.8 Goal Q:

Create and sustain an adequate revenue base to support necessary infrastructure and services to meet current and future needs of the citizens of Torrance County.

Studies have shown that wind energy provides affordable electricity, creates jobs, and generates revenue for farmers and rural communities. Revenue from wind farms has the potential of helping spur local economic development that supports roads, schools, libraries and other community developments.

12. Public Outreach and Citizen Participation

Community support for the Project is vital. The active participation of the local community in the development process is essential for a successful wind project. Appropriate levels of outreach are necessary to explain a Project, respond to questions, and engage in a conversation about wind power in general and with respect to a particular site. Preliminary discussions have taken place with the Torrance County Planning and Zoning Department and with the Estancia Valley Economic Development Association.

In addition, the Applicant has met with many landowners adjacent to Project and expects to coordinate with adjacent landowners as Project development progresses. The Applicant would be happy to accommodate Torrance County's outreach objectives and will continue to work with Torrance County on these efforts.

13. Summary

The planned Project is in accord with the objectives and purposes of ¢2NNl·yÖŜ /2dzyúè0ă Îoning ordinance and Land Use Plan and is an appropriate land use for its location and surroundings. The Project is a minimal impact development that is complementary to and compatible with the rural environment and existing rangeland activities.

The Project would generate non-polluting, renewable energy from a local renewable resource, help to diversify New Mexico's energy infrastructure, and provide economic benefits including: 1) direct expenditures on labor, materials, and services during construction and operations; 2) payments to landowners; and 3) payments to Torrance County and the State of New Mexico.

14. Conclusion

As identified in the narrative, the request to install the Project within the Agricultural District (A) satisfies the goals and objectives for a Zoning Ordinance Amendment for a Special Use District and Height Variance. In addition, the planned Project is consistent with, and conforms to, the goals and objectives of the Torrance County Comprehensive Plan.

Orion Wind Resources, LLC would like to thank the Torrance County Commissioners, Torrance County Planning and Zoning Commission, the Torrance County Planning & Zoning Department, and all Staff for the opportunity to process this application for the planned Project in Torrance County. We look forward to working closely with Torrance County to bring this Project to fruition.

Exhibit A – Project Overview Map

SAN MIGUEL
TORRANCE
MESA LAS TAPIA
Clines Corners
Historic Route 66
6809 ft
7565 ft
PINTADA DRAW
6615 ft
6594 ft
7N 15E
6N 14E
6N 15E
5N 14E
5N 15E
Village of Encino
Santa Fe
Albuquerque
New Mexico
Project Area
El Paso
Juárez
NOT TO SCALE

Proposed Substation Location
Proposed Turbine Location
Project Access Roads
Existing Roads
Proposed Transmission Line
Township and Range Boundaries
Township and Range Sections
Easements
Private
State
BLM
Guadalupe County

0 2.5 5 10 Miles

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Designed	Drawn	Checked
	ZCT	

Date: 2-18-2019
Scale: Horiz - 1" = 13,000 (11x17)
Vert: -
Project No: 8227576
Sheet: EXHIBIT A

PRELIMINARY

NOT FOR CONSTRUCTION

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

TORRANCE COUNTY — TORRANCE COUNTY, NEW MEXICO

CLINES CORNERS WIND FARM
TORRANCE COUNTY
PROJECT OVERVIEW MAP

Rev #	Date	Description	By	Chkd

Serving the Southwest & Rocky Mountains
2904 Rodeo Park Dr E #100,
Santa Fe, NM 87505
Phone: (505) 473-9211

Sources: ESRI, Torrance County, Souder, Miller & Associates

Exhibit B – Land Agreements

Recording Requested By and
When Recorded Return to:

General Counsel
Orion Wind Resources LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921

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#NM-CC1-001
Torrance and Guadalupe Counties, New Mexico

GRANT OF EASEMENTS AND MEMORANDUM OF RENEWABLE ENERGY LAND AGREEMENT

THIS GRANT OF EASEMENTS AND MEMORANDUM OF RENEWABLE ENERGY LAND AGREEMENT (this "Memorandum") is made, dated and effective as of July 12, 2013, by and between **L.T. Lewis Ltd. Company, a New Mexico limited liability company** ("Owner"), and **Orion Wind Resources LLC, a Delaware limited liability company** ("Grantee").

Owner and Grantee agree as follows:

1. Real Property. Owner owns the real property consisting of approximately 10,170 acres of land and described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies.

2. Addresses. All notices, requests and communications in connection with this Memorandum shall be addressed as follows:

If to Owner: LT Lewis Ltd. Company
PO Box 1738
Roswell, NM 88202-1738

If to Grantee: Orion Wind Resources LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

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3. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Grantee,

pursuant to the provisions of that certain Renewable Energy Land Agreement dated July 12, 2013 ("Effective Date"), by and between Owner and Grantee and amended pursuant to that certain Amendment to Renewable Energy Land Agreement dated November 11, 2015 (as amended, "Agreement"), an exclusive wind easement (the "Easement") with the incidents and attributes described therein. The Easement is and shall be in, on, under, over and across the Property.

4. Solar Option. Owner hereby grants to Grantee the exclusive right and option ("Solar Option") to lease any portion of the Property, and all radiant energy emitted from the sun upon, over and across such portion of the Property ("Solar Energy"), together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to such portion of the Property or Solar Energy (collectively, the "Solar Property"). Upon Grantee's exercise of the Solar Option in accordance with the terms and conditions summarized in Exhibit B attached to the Agreement, Owner shall lease the applicable portion of the Solar Property to Grantee ("Solar Lease"), including, without limitation, the Solar Energy for Solar Energy Purposes (as defined in Exhibit B), all on the terms and conditions set forth in Exhibit B, and Owner and Grantee (or Grantee's successor or assign) shall enter into a lease agreement on substantially the terms and conditions summarized in Exhibit B.

5. Purpose. The Easement is for wind energy purposes, including converting wind energy into electrical energy, collecting and transmitting electrical energy, and related activities (collectively, the "Grantee Activities"). The Grantee Activities include, without limitation: (a) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines and their foundations, underground and overhead electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences and gates, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively the "Windpower Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Grantee shall have the exclusive right to convert all of the wind resources of the Property. Windpower Facilities on the Property may be operated in conjunction with Windpower Facilities installed on other nearby properties that are part of the same wind energy project (collectively, the "Project"). Owner reserves all rights to use the Property except to the extent Owner's use interferes with Grantee's use of the Property in accordance with the Agreement or violates the provisions of the Agreement.

6. Term. The Agreement shall be for a term that expires on the thirty-eighth anniversary of the Effective Date unless sooner terminated or unless extended pursuant to and in accordance with the Agreement.

7. Payments. In consideration of the rights granted under the Agreement, Grantee has agreed to pay Owner the amounts set forth in the Agreement.

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8. Ownership of Windpower Facilities. Owner shall have no ownership or other interest in any Windpower Facilities installed on the Property. Grantee may remove any or all Windpower Facilities at any time and may terminate the Agreement at any time in accordance with the terms thereof.

9. Access. Owner hereby grants to Grantee the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (the "Access Easement"). The Access Easement shall include the right to improve and maintain existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of the Agreement.

10. No Interference. Grantee shall have the quiet use and enjoyment of the Property in accordance with the terms of the Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance or operation of Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Grantee Activities; or the undertaking of any other activities permitted hereunder. If Owner has any right to select, determine, prohibit or control the location of sites for drilling, exploitation, production and/or exploration of minerals, hydrocarbons, water, gravel, or any other similar resource in, to or under the Property, then Owner shall exercise such right so as minimize interference with any of the foregoing. Without limiting the generality of the foregoing, (a) the activities of Owner shall not interfere with the wind speed or wind direction over the Property, whether by placing windmills or wind turbines, planting trees or constructing buildings or other structures (collectively, "Owner's Structures") closer than five hundred (500) feet or twenty (20) times the height of any such Owner's Structure, whichever is greater, to any wind turbine or proposed wind turbine of Grantee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity (other than ordinary agricultural activities), whether located on the Property or elsewhere, that might cause a decrease in the output or efficiency of the Windpower Facilities. For this purpose, the height of planted trees will be deemed to be their expected height at full maturity.

11. Transmission Facilities. Owner hereby grants to Grantee an exclusive easement ("Transmission Easement") in, on, along and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Grantee Activities, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property; and (b) one or more substations or interconnection or switching facilities from which Grantee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy,

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together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

12. Financing.

(a) *Assignees*. Grantee shall have the right, without need for Owner's consent, to do any of the following, on an exclusive or nonexclusive basis, to sell, convey, lease, assign, or transfer any or all right or interest in the Easement or in the Agreement, or any or all right or interest of Grantee in the Property or any or all right or interest in the Windpower Facilities that Grantee or any other party may now or hereafter install on the Property. Grantee shall give notice of such assignment (including the name, address, and telephone number of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under the Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. No Assignment shall release the assignor from its obligations hereunder unless and until all liability hereunder related to the assigned rights and obligations accruing after the date of such Assignment is assumed in writing by the assignee thereof.

(b) *Lender Protection*. Grantee may, at any time and without the consent of Owner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more liens, security interests or collateral assignments in all or any part of Grantee's rights, title or interests under the Agreement (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the Agreement, upon delivery to Owner of notice of its name and address.

13. Non-exclusive Grant of Rights. Owner hereby grants Grantee a non-exclusive right, privilege, license and easement for the benefit, use and enjoyment of all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

14. Miscellaneous.

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(a) *Successors and Assigns*. Any sale or other transfer of the Property by Owner shall be subject to the Easement, the Solar Option, the Transmission Easement, the Access Easement and the Agreement. The Agreement and all easements and rights granted therein and in this Memorandum, including the Easement, Solar Option, Transmission Easement and Access Easement, shall burden the Property and shall run with the Property. The Agreement and the Easement, Solar Option, Transmission Easement and Access Easement shall inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in the Agreement and this Memorandum shall be deemed to include Lenders in possession of the Property and assignees of Grantee.

(b) *Conflicts*. In the event of any direct conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions contained in the Agreement.

(c) *Governing Law*. The Agreement and this Memorandum shall be governed by and interpreted in accordance with the laws of the State of New Mexico, excluding the choice of law provisions thereof.

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

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Memorandum to be duly executed and delivered by their duly authorized representatives as of the Effective Date.

"OWNER"

L.T. Lewis Ltd. Company, a New Mexico Limited Liability Company

By: _____
Name: Sandra Carrica
Title: Managing Member

"GRANTEE"

Orion Wind Resources LLC, a Delaware limited liability company

By _____
Name: Reid M. Buckley
Title: Vice President

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STATE OF New Mexico §

§

COUNTY OF Chaves §

This instrument was acknowledged before me on this 16 day of November 2016, by Sandra Carrica.

NOTARY PUBLIC, STATE OF New Mexico

Leslie Luginbill

Print Name Leslie Luginbill

SEAL

OFFICIAL SEAL
LESLIE LUGINBILL
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 12-16-2017

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
§
COUNTY OF ALAMEDA §

On December 13, 2016, before me, Analisa Garcia, a Notary Public, personally appeared Reid M. Buckley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]

Notary Public in and for the State of California

ANALISA GARCIA
Commission # 2099498
Notary Public - California
Alameda County
My Comm. Expires Feb 8, 2019

GUADALUPE COUNTY-NM
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TORRANCE COUNTY
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BY SYLVIA

EXHIBIT A

Description of Property

That certain real property of Owner located in Torrance and Guadalupe Counties, New Mexico, to wit:

Torrance County, New Mexico – 7,340 acres

Township 5 North, Range 15 East, N.M.P M.

Section 1: Lots 1, 2, 3, 4, S2N2, S2 (all)
Section 2: Lots 1, 2, 3, 4, S2N2, S2 (all)
Section 3: Lots 1, 2, 3, 4, S2N2, S2 (all)
Section 4: Lots 1, 2, 3, 4, S2N2, 82 (all)
Section 5: Lots 1, 2, 3, 4, S2N2, S2 (all)

Township 6 North, Range 15 East. N.MP.M.

Section 1: NWNW, S2NW, W2SE, SW
Section 12: N2, SW
Section 28: N2, SE, E2SW, SWSW
Section 32: N2, N2SE, SWSE, SW
Section 33: SWSW
Section 36: All

Township 7 North, Range 15 East. N.MP.M.
Section 26: Lots 1, 2, 3, 4, S2N2, S2 (all)
Section 35: Lots 1, 2, 3, 4, S2N2, S2 (all)

Guadalupe County, New Mexico – 2,830 acres

Township 6 North, Range 16 East, N.M.P.M.

Section 7: Lots 1, 2, 3, 4, E2SW, SE
Section 8: W2SW
Section 17: W2
Section 18: Lots 1, 2, 3, 4, E2W2, E2 (all)
Section 19: Lots 1, 2, 3, 4, E2W2, E2 (all)
Section 20: W2
Section 30: Lots 1, 2, E2NW, NE

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(In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies)

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Book 336 Page 1313
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BY SYLVIA

Recording Requested By and
When Recorded Return to:

General Counsel
Orion Wind Resources LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921

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#NMCC1-002
Torrance and Guadalupe Counties, New Mexico

GRANT OF EASEMENTS, GRANT OF LEASE OPTION AND MEMORANDUM OF RENEWABLE ENERGY LAND AGREEMENT

THIS GRANT OF EASEMENTS, GRANT OF LEASE OPTION AND MEMORANDUM OF RENEWABLE ENERGY LAND AGREEMENT (this "Memorandum") is made, dated and effective as of July 19, 2013, by and between **Berlier Ranch, LLC, a New Mexico limited liability company** ("Owner"), and **Orion Wind Resources LLC, a Delaware limited liability company** ("Grantee").

Owner and Grantee agree as follows:

1. Real Property. Owner owns the real property consisting of approximately 9,164.68 acres of land and described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies.

2. Addresses. All notices, requests and communications in connection with this Memorandum shall be addressed as follows:

If to Owner: Berlier Ranch, LLC
PO Box 14483
Albuquerque, NM 87191

If to Grantee: Orion Wind Resources LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

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3. Wind Easement; Solar Lease Option. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to

Grantee, pursuant to the provisions of that certain Renewable Energy Land Agreement ("Land Agreement"), dated concurrently herewith ("Effective Date"), by and between Owner and Grantee, (a) an exclusive wind easement (the "Easement") in, on, under, over and across the Property with the incidents and attributes described therein and (b) the exclusive right and option ("Solar Option") to lease any portion of the Property, and all radiant energy emitted from the sun upon, over and across such portion of the Property ("Solar Energy"), together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to such portion of the Property or Solar Energy (collectively, the "Solar Property"). Upon Grantee's exercise of the Solar Option in accordance with the provisions of the Land Agreement, Owner shall lease the applicable portion of the Solar Property to Grantee, including, without limitation, the Solar Energy, all on the terms and conditions set forth in the Land Agreement.

4. Purpose. The Easement is for wind energy purposes, including converting wind energy into electrical energy, collecting and transmitting electrical energy, and related activities (collectively, the "Grantee Activities"). The Grantee Activities include, without limitation: (a) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines and their foundations, underground and overhead electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences and gates, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively, the "Windpower Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Grantee shall have the exclusive right to convert all of the wind resources of the Property. Windpower Facilities on the Property may be operated in conjunction with Windpower Facilities installed on other nearby properties that are part of the same wind energy project (collectively, the "Project"). Owner reserves all rights to use the Property except to the extent Owner's use interferes with Grantee's use of the Property in accordance with the Land Agreement or violates the provisions of the Land Agreement.

5. Term. The Land Agreement shall be for an initial term that expires on the thirty-eighth anniversary of the Effective Date (the "Initial Term") unless sooner terminated or unless extended pursuant to and in accordance with the Land Agreement. Unless earlier terminated, Grantee may elect to extend the Initial Term for one, two or three additional ten-year terms commencing on the last day of the Initial Term or the tenth or twentieth anniversary of such day, respectively.

6. Payments. In consideration of the rights granted under the Land Agreement, Grantee has agreed to pay Owner the amounts set forth in the Land Agreement.

7. Ownership of Windpower Facilities. Owner shall have no ownership or other interest in any Windpower Facilities installed on the Property. Grantee may remove any or all

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Windpower Facilities at any time and may terminate the Land Agreement at any time in accordance with the terms thereof.

8. Access. Owner hereby grants to Grantee the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (the "Access Easement"). The Access Easement shall include the right to improve and maintain existing roads and lanes. The Access Easement shall expire upon termination or expiration of the Land Agreement.

9. No Interference. Grantee shall have the quiet use and enjoyment of the Property in accordance with the terms of the Land Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance or operation of Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Grantee Activities; or the undertaking of any other activities permitted hereunder. If Owner has any right to select, determine, prohibit or control the location of sites for drilling, exploitation, production and/or exploration of minerals, hydrocarbons, water, gravel, or any other similar resource in, to or under the Property, then Owner shall exercise such right so as minimize interference with any of the foregoing. Without limiting the generality of the foregoing, (a) the activities of Owner shall not interfere with the wind speed or wind direction over the Property, whether by placing windmills or wind turbines, planting trees or constructing buildings or other structures (collectively, "Owner's Structures") closer than 500 feet or 20 times the height of any such Owner's Structure, whichever is greater, to any wind turbine or proposed wind turbine of Grantee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity (other than ordinary agricultural activities), whether located on the Property or elsewhere, that might cause a decrease in the output or efficiency of the Windpower Facilities. For this purpose, the height of planted trees will be deemed to be their expected height at full maturity.

10. Transmission Facilities. Owner hereby grants to Grantee an exclusive easement ("Transmission Easement") in, on, along and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Grantee Activities, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property; and (b) one or more substations or interconnection or switching facilities from which Grantee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

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11. Financing.

(a) *Assignees*. Grantee shall have the right, without need for Owner's consent, on an exclusive or nonexclusive basis, to sell, convey, lease, assign or transfer any or all right or interest in the Easement, this Memorandum or in the Land Agreement, or any or all right or interest of Grantee in the Property, or any or all right or interest in the Windpower Facilities that Grantee or any other party may now or hereafter install on the Property (in each case, an "Assignment"). Grantee shall give notice of each Assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under the Agreement but rather shall only have the effect of not binding Owner with respect to such Assignment until such notice shall have been given. No Assignment shall release the assignor from its obligations hereunder unless and until all liability hereunder related to the assigned rights and obligations accruing after the date of such Assignment is assumed in writing by the assignee thereof.

(b) *Lender Protection*. Grantee may, at any time and without the consent of Owner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more liens, security interests or collateral assignments in all or any part of Grantee's rights, title or interests under the Land Agreement (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the Land Agreement, upon delivery to Owner of notice of its name and address.

12. Non-exclusive Grant of Rights. Owner hereby grants Grantee a non-exclusive right, privilege, license and easement for the benefit, use and enjoyment of all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

13. Mineral Development. Owner reserves the right to develop the minerals, if any, owned by Owner or third parties on the Property so long as such development (including, without limitation, any drilling or mining) does not interfere with Grantee's use of the Property (as provided in Section 9 above) and does not materially diminish the amount of land surface of the Property available for the Grantee Activities. Owner shall include as a term and condition to any conveyance on or after the Effective Date of any interest in the mineral estate in the Property,

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including any lease thereof (but the following shall be true and binding upon such parties and their successors and assigns whether or not such term and condition are expressly so included), that any owner of any mineral interest in the Property (a) shall use the surface of the Property only in a manner that reasonably accommodates Grantee's surface use as described herein and with due regard for the rights of Grantee with respect to the surface use, (b) shall make only such use of the surface of the Property as shall avoid material impairment of Grantee's actual or anticipated surface use as described herein, and (c) shall limit any drilling, mining or other activity for extraction of minerals from the Property to occur only on those areas of the surface of the Property that are not closer to any wind turbine or proposed wind turbine of Grantee than the greater of (i) twenty (20) times the height of any well, rig, building or other structure, or (ii) five hundred (500) feet; provided, however, that Owner may install temporary, latticed drilling equipment on the Property so long as such drilling equipment is no closer than 500 feet or 300 feet plus the radius of the wind turbine rotor (whichever is greater) to the location or proposed location of any wind turbine, and the height of any such drilling equipment does not exceed 200 feet. If requested by Owner from time to time, Grantee will in good faith negotiate and execute a commercially reasonable surface use agreement and/or crossing agreement with any mineral lessee or pipeline company with whom Owner has entered or contemplates entering an agreement.

14. Miscellaneous.

(a) *Successors and Assigns*. Any sale or other transfer of the Property by Owner shall be subject to the Easement, the Solar Option, the Transmission Easement, the Access Easement and the Land Agreement. The Land Agreement and all easements and rights granted therein and in this Memorandum, including the Easement, Solar Option, Transmission Easement and Access Easement, shall burden the Property and shall run with the Property. The Land Agreement and the Easement, Solar Option Transmission Easement and Access Easement shall inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in the Land Agreement and this Memorandum shall be deemed to include Lenders in possession of the Property.

(b) *Conflicts*. In the event of any direct conflict between the terms of this Memorandum and the terms of the Land Agreement, the terms of the Land Agreement shall control. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions contained in the Land Agreement.

(c) *Governing Law*. The Land Agreement and this Memorandum shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

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

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Memorandum to be duly executed and delivered by their duly authorized representatives as of the Effective Date.

"OWNER"

Berlier Ranch, LLC,
a New Mexico limited liability company

Name: Jim Berlier
Title: Owner

"GRANTEE"

Orion Wind Resources LLC,
a Delaware limited liability company

By _____
Name: Reid M. Buckley
Title: Vice President

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STATE OF New Mexico §
§
COUNTY OF Torrance §

This instrument was acknowledged before me on this 27 day of October 2016, by Jim Berlier.

NOTARY PUBLIC, STATE OF New Mexico

Ana M Cain

SEAL

Print Name Ana M Cain

My commission expires: 06-03-2019

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
§
COUNTY OF ALAMEDA §

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BY SYLVIA

On December 12, 2016, before me, Analisa Garcia, a Notary Public, personally appeared Reed M. Buckley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]

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Notary Public in and for the State of California

ANALISA GARCIA
Commission # 2099498
Notary Public - California
Alameda County
My Comm. Expires Feb 8, 2019

ANALISA GARCIA
Commission # 2099498
Notary Public - California
Alameda County
My Comm. Expires Feb 8, 2019

EXHIBIT A

Description of Property

That certain real property of Owner located in Torrance and Guadalupe Counties, New Mexico, to wit:

Tax Parcel No.	Section	Township	Range	Legal	Acres
1088031717932000000	13	6N	15E	ALL	640.00
	14	6N	15E	E2	320.00
	22	6N	15E	S2	320.00
	23	6N	15E	ALL	640.00
	24	6N	15E	ALL	639.00
	25	6N	15E	ALL	640.00
	26	6N	15E	ALL	640.00
	27	6N	15E	ALL	640.00
	33	6N	15E	N2, SE4, N2SW4, SE4SW4	600.00
	34	6N	15E	ALL	640.00
	35	6N	15E	ALL	640.00
Total – Torrance County					**6,359.00**

Tax Parcel No.	Section	Township	Range	Legal	Acres
1 092 032 264 396	20	6N	16E	E2	320.00
	28	6N	16E	ALL	640.00
	29	6N	16E	ALL	640.00
	33	6N	16E	ALL, EXCEPT for the East 1056 feet of the E2E2NE4	576.00
1 091 032 264 132	30	6N	16E	Lots 3,4 E2SW4, SE4	628.68
	31	6N	16E	Lots 1, 2, 3 and 4, E2NW4, NE4SW4	
Total - Guadalupe County					**2,804.68**
Total – Both Counties					**9,163.68**

(In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies)

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BY ADAM

Recording Requested By and
When Recorded Return to:

General Counsel
Orion Wind Resources LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921

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#NM-CC1-023
Guadalupe and Torrance Counties, New Mexico

GRANT OF EASEMENTS AND MEMORANDUM OF RENEWABLE ENERGY LAND AGREEMENT

THIS GRANT OF EASEMENTS AND MEMORANDUM OF RENEWABLE ENERGY LAND AGREEMENT (this "Memorandum") is made, dated and effective as of May 10, 2016, by and between **Wells Fargo Bank, N.A., Trustee of the Richard M. Krannawitter Trust under Trust Agreement dated November 6, 1980** ("Owner"), and **Orion Wind Resources LLC, a Delaware limited liability company** ("Grantee").

Owner and Grantee agree as follows:

1. Real Property. Owner owns the real property consisting of approximately 20,246.03 acres of land and described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies.

2. Addresses. All notices, requests and communications in connection with this Memorandum shall be addressed as follows:

If to Owner: Wells Fargo Bank, NA, Trustee
Richard M. Krannawitter Trust
PO Box 1968, Q2129-053
Albuquerque, NM 87103
Attn: J. Fry, AVP

If to Grantee: Orion Wind Resources LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

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BY SYLVIA

3. Wind Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Grantee, pursuant to the provisions of that certain Renewable Energy Land Agreement ("Land Agreement"), dated concurrently herewith ("Effective Date"), by and between Owner and Grantee, an exclusive wind easement (the "Easement") in, on, under, over and across the Property with the incidents and attributes described therein.

4. Purpose. The Easement is for wind energy purposes, including converting wind energy into electrical energy, collecting and transmitting electrical energy, and related activities (collectively, the "Grantee Activities"). The Grantee Activities include, without limitation: (a) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines and their foundations, underground and overhead electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences and gates, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively, the "Windpower Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Grantee shall have the exclusive right to convert all of the wind resources of the Property. Windpower Facilities on the Property may be operated in conjunction with Windpower Facilities installed on other nearby properties that are part of the same wind energy project (collectively, the "Project"). Owner reserves all rights to use the Property except to the extent Owner's use interferes with Grantee's use of the Property in accordance with the Land Agreement or violates the provisions of the Land Agreement.

5. Term. The Land Agreement shall be for an initial term that expires on the thirty-eighth anniversary of the Effective Date (the "Initial Term") unless sooner terminated or unless extended pursuant to and in accordance with the Land Agreement. Unless earlier terminated, Grantee may elect to extend the Initial Term for one or two additional ten-year terms commencing on the last day of the Initial Term or the tenth anniversary of such day, respectively.

6. Payments. In consideration of the rights granted under the Land Agreement, Grantee has agreed to pay Owner the amounts set forth in the Land Agreement.

7. Ownership of Windpower Facilities. Owner shall have no ownership or other interest in any Windpower Facilities installed on the Property. Grantee may remove any or all Windpower Facilities at any time and may terminate the Land Agreement at any time in accordance with the terms thereof.

8. Access. Owner hereby grants to Grantee the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (the "Access Easement"). The Access

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Easement shall include the right to improve and maintain existing roads and lanes. The Access Easement shall expire upon termination or expiration of the Land Agreement.

9. No Interference. Grantee shall have the quiet use and enjoyment of the Property in accordance with the terms of the Land Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance or operation of Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Grantee Activities; or the undertaking of any other activities permitted hereunder. If Owner has any right to select, determine, prohibit or control the location of sites for drilling, exploitation, production and/or exploration of minerals, hydrocarbons, water, gravel, or any other similar resource in, to or under the Property, then Owner shall exercise such right so as minimize interference with any of the foregoing. Without limiting the generality of the foregoing, (a) the activities of Owner shall not interfere with the wind speed or wind direction over the Property, whether by placing windmills or wind turbines, planting trees or constructing buildings or other structures (collectively, "Owner's Structures") closer than 500 feet or 20 times the height of any such Owner's Structure, whichever is greater, to any wind turbine or proposed wind turbine of Grantee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity (other than ordinary agricultural activities), whether located on the Property or elsewhere, that might cause a decrease in the output or efficiency of the Windpower Facilities. For this purpose, the height of planted trees will be deemed to be their expected height at full maturity.

10. Transmission Facilities. Owner hereby grants to Grantee an exclusive easement ("Transmission Easement") in, on, along and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Grantee Activities, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property; and (b) one or more substations or interconnection or switching facilities from which Grantee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

11. Financing.

(a) *Assignees*. Grantee and any Assignee (as hereinafter defined) shall have the right, without need for Owner's consent, on an exclusive or nonexclusive basis, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Property: finance Windpower Facilities; grant easements, co-easements, subeasements, leases, subleases, licenses or similar rights (however denominated) to one or more Assignees (*provided* no such grant shall exceed the rights granted to Grantee under the Land Agreement); or sell, convey, lease, assign, mortgage, encumber, or transfer to one or more Assignees any or all right or

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interest in the Easement, this Memorandum or the Land Agreement, or any or all right or interest of Grantee in the Property, or any or all right or interest in any or all of the Windpower Facilities that Grantee or any other party may now or hereafter install on the Property (in each case, an "Assignment"). An "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Windpower Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Windpower Facilities; (ii) any one or more parties involved in financing or refinancing the development of the Project or any Windpower Facilities, or any purchaser or owner of Windpower Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Grantee) in which Grantee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Grantee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means. Grantee shall give notice of each Assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under the Land Agreement but rather shall only have the effect of not binding Owner with respect to such Assignment until such notice shall have been given. No Assignment shall release the assignor from its obligations hereunder unless and until all liability hereunder related to the assigned rights and obligations accruing after the date of such Assignment is assumed in writing by the assignee thereof. In no event shall Grantee be entitled to a security interest against Owner's fee simple title in the Property.

(b) *Lender Protection*. Grantee may, at any time and without the consent of Owner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more liens, security interests or collateral assignments in all or any part of Grantee's rights, title or interests under the Land Agreement (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the Land Agreement, upon delivery to Owner of notice of its name and address.

12. Non-exclusive Grant of Rights. Owner hereby grants Grantee a non-exclusive right, privilege, license and easement for the benefit, use and enjoyment of all of the following, so long as such use by Grantee shall not overburden or endanger Owner's interest therein:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

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(c) Any and all right, title and interest of Owner in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

13. Miscellaneous.

(a) *Successors and Assigns*. Any sale or other transfer of the Property by Owner shall be subject to the Easement, the Transmission Easement, the Access Easement and the Land Agreement. The Land Agreement and all easements and rights granted therein and in this Memorandum, including the Easement, Transmission Easement and Access Easement, shall burden the Property and shall run with the Property. The Land Agreement and the Easement, Transmission Easement and Access Easement shall inure to the benefit of and be binding upon Owner and Grantee and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in the Land Agreement and this Memorandum shall be deemed to include Lenders in possession of the Property.

(b) *Conflicts*. In the event of any direct conflict between the terms of this Memorandum and the terms of the Land Agreement, the terms of the Land Agreement shall control. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions contained in the Land Agreement.

(c) *Governing Law*. The Land Agreement and this Memorandum shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

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

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Memorandum to be duly executed and delivered by their duly authorized representatives as of the Effective Date.

"OWNER"

Richard M. Krannawitter Trust, under Trust Agreement dated November 6, 1980

By: Wells Fargo Bank, N.A., Trustee

By: _____
Name: Joan Fry
Title: Asst. Vice President

"GRANTEE"

Orion Wind Resources LLC,
a Delaware limited liability company

By _____
Name: Reid M. Buckley
Title: Vice President

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Grantee have caused this Memorandum to be duly executed and delivered by their duly authorized representatives as of the Effective Date.

"OWNER"

Richard M. Krannawitter Trust, under Trust Agreement dated November 6, 1980

By: Wells Fargo Bank, N.A., Trustee

By:_____
Name:
Title:

"GRANTEE"

Orion Wind Resources LLC,
a Delaware limited liability company

By _____
Name: Nicholas Hizon
Title: Vice President

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STATE OF_____ §

§

COUNTY OF_____ §

This instrument was acknowledged before me on this__day of _____ 201__, by_____.

NOTARY PUBLIC, STATE OF _____

_____

SEAL

Print Name_____

My commission expires: _____

STATE OF NEW MEXICO §

§

COUNTY OF BERNALILLO §

This instrument was acknowledged before me on this 9th day of May 2016, by Joan Fry, Asst. Vice President (name of person and type of authority, e.g., officer, trustee, etc.) of Wells Fargo Bank, NA, Trustee (name of party on behalf of whom instrument was executed.) of the Richard M. Krannawitter Trust

NOTARY PUBLIC, STATE OF NEW MEXICO

Janet Coburn

SEAL

Print Name Janet Coburn

My commission expires: 11/30/19

OFFICIAL SEAL
Janet Coburn
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 11/30/19

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
§
COUNTY OF ALAMEDA §

On May 6, 2016, before me, Analisa Garcia, a Notary Public, personally appeared Nicholas Hiza, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]

Notary Public in and for the State of California

ANALISA GARCIA
Commission # 2099498
Notary Public - California
Alameda County
My Comm. Expires Feb 8, 2019

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EXHIBIT A

Description of Property

That certain real property of Owner located in Guadalupe and Torrance Counties, New Mexico, to wit:

Township 7 North, Range 16 East, N.M.P.M.:		Acres
Section 1:	Lots 1, 2, 3, 4; S/2 N/2	322.68
Section 2:	Lots 1, 2, 3; S/2 NE/4	204.09
	Lot 4; S/2 NW/4; S/2	441.39
Section 3:	Lots 1. 2, 3, 4; S/2 N/2; S/2	646.60
Section 4:	Lots 1, 2, 3, 4; S/2 N/2; S/2	647.00
Section 5:	Lots 1, 2, 3, 4; S/2 N/2; S/2	645.60
Section 6:	Lots 1, 2, 3, 4, 5, 6, 7; S/2 NE/4; SE/4 NW/4; E/2 SW/4; SE/4	661.19
Section 7:	Lots 1, 2, 3, 4; E/2 W/2; E/2	660.44
Section 8:	N/2 NE/4; N/2 NW/4; SW/4 SW/4	200.00
Section 9:	NE/4; N/2 NW/4; W/2 SE/4:	320.00
	E/2 SE/4	80.00
Section 10:	All	640.00
Section 11:	All	640.00
Section 14:	All	640.00
Section 15:	All	640.00
Section 16:	All	640.00
Section 17:	N/2	320.00
Section 18:	Lots, 1, 2, 3, 4; E/2 W/2; E/2	660.28
Section 19:	Lots 1, 2, 3, 4; E/2 W/2; E/2	657.76
Section 20:	W/2	320.00
Section 21:	S/2 S/2	160.00
Section 22:	SW/4 NW/4; SW/4; SW/4 SE/4; N/2 NE/4	320.00
Section 23:	W/2 NE/4; NW/4	240.00
Section 27:	W/2 NW/4; W/2 SW/4	160.00
Section 28:	All	640.00
Section 29:	NW/4; NW/4 SW/4; SE/4 SE/4	240.00
Section 30:	Lots 1, 2, 3, 4; E/2 W/2; E/2	654.80

Township 8 North, Range 16 East, N.M.P.M.:		Acres
Section 19:	Lots 1, 2, 3, 4; E/2 W/2	338.24
Section 25:	NE/4 SW/4; S/2 SW/4; W/2 SE/4	200.00
Section 26:	E/2 SE/4	80.00
Section 27:	SW/4 SW/4	40.00
Section 29:	SW/4 SW/4	40.00
Section 30:	Lots 3, 4; E/2 W/2; E/2	568.76
Section 31:	Lots 1, 2, 3, 4; E/2 W/2; E/2	657.20
Section 32:	All	640.00

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Section 33: All	640.00
Section 34: S/2 NE/4; NW/4; S/2	560.00
Section 35: NE/4; S/2 NW/4; S/2	560.00
Section 36: All	640.00
Total - Guadalupe County	**17,366.03**

Township 7 North, Range 15 East, N.M.P.M.:	Acres
Section 1: S/2 SE/4	80.00
Section 12: E/2 SE/4; NE/4; SE/4 NW/4; NW/4 SE/4; NE/4 SW/4	360.00
Section 13: S/2; S/2 NE/4; NE/4 NE/4; SE/4 NW/4; NW/4 NW/4	520.00
Section 24: All	640.00
Section 25: All	640.00
Section 36: All	640.00
Total – Torrance County	**2,880.00**
Total – Both Counties	**20,246.03**

(In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies)

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Recording Requested By and
When Recorded Return to:

Orion Wind Resources LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921
Attn: General Counsel

TORRANCE COUNTY SEAL STATE OF NEW MEXICO CLERK

#NM-CC1-221T
Torrance County, New Mexico

GRANT OF EASEMENT AND EASEMENT AGREEMENT
FOR TRANSMISSION FACILITIES

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION FACILITIES (this "Agreement") is made, dated and effective as of October 15th, 2018 (the "Effective Date"), between **Michele M. Goodson and Wesley Dwayne Goodson, husband and wife** (collectively, "Owner"), and **Orion Wind Resources LLC, a Delaware limited liability company** ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 924.00 acres of land in Torrance County, New Mexico, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property"), and Grantee desires to use a portion of the Property for transmission facilities in connection with a wind farm being developed by Grantee.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: Michele M. Goodson
133 Tyrone Ave. NW
Albuquerque, NM 87107

If to Grantee: Orion Wind Resources LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

2. Grant of Transmission Easement. Owner grants to Grantee an exclusive easement in gross (the "Transmission Easement") in, on, over, under, along and across the Property, for the following purposes:

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(a) The development, erection, construction, reconstruction, installation, replacement, relocation, removal, maintenance, operation and use of the following from time to time within a portion of the Property 150 feet wide (such portion of the Property, the "Easement Area") located in approximately the area depicted as "Easement Area" on Exhibit A-1 attached hereto and incorporated herein: a line or lines of poles, towers or structures, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary foundations, footings, crossarms and other appliances, fixtures and related facilities for use in connection with said poles, towers, structures, wires and cables (the foregoing enumerated items are herein collectively called the "Transmission Facilities"). The Transmission Facilities and Easement Area shall be located as close as reasonably practicable to a property line, public road, existing transmission line, or fence line.

(b) Pedestrian and vehicular ingress, egress and access over and across the Property to and from Transmission Facilities (whether located on the Property, on adjacent property, or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct or improve from time to time. Such access rights include the right to improve and maintain existing roads and lanes.

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the "Fee Schedule").

4. Early Termination. In the event that construction of Transmission Facilities or Grantee's planned wind farm has not commenced on or before the seventh anniversary of the Effective Date, Owner may terminate this Agreement by written notice to Grantee, and upon such termination, there shall be no further obligations of either party; *provided, however,* that upon payment of the amount set forth in the Fee Schedule, Grantee may extend such seventh anniversary date to the tenth anniversary of the Effective Date. Grantee shall notify Owner of its commencement of construction on the Property.

5. Term and Termination.

5.1. Unless earlier terminated, the Transmission Easement and this Agreement shall be for a term (the "Term") commencing on the Effective Date and continuing until the later of (a) 50 years after the first day of the calendar month following the month in which Grantee's planned wind farm begins delivering commercial quantities of electricity to the electric utility grid, or (b) 60 years after the Effective Date. Unless earlier terminated, Grantee may elect to extend the Term for one or two additional 10-year terms commencing on the last day of the Term or the tenth anniversary of such day, respectively, upon at least 30 days' notice to Owner.

5.2. An "Event of Default" shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured for a period of 60 days after written notice thereof from Owner to Grantee, unless such default cannot be reasonably cured within such 60-day period, in

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which case no Event of Default shall exist if Grantee, within such 60-day period, commences to cure such default and thereafter prosecutes the cure of such default in good faith and with due diligence. Upon the occurrence of an Event of Default, Owner may terminate this Agreement by recording in the real property records of the county in which the Property is located (the "County Records") a declaration stating that this Agreement has terminated by reason of the occurrence of an Event of Default. Grantee may terminate this Agreement as to all or any part of the Property at any time upon notice to Owner.

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Easement Area, remove the Transmission Facilities from the surface of the Easement Area, and restore said surface to substantially the same condition as the Easement Area was in on the date construction of the Transmission Facilities commenced thereon.

6. Construction Activities. During construction or reconstruction of the Transmission Facilities, Grantee may use for such purposes an additional 50 feet of land on either or both sides of Easement Area. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Collection Easement Area and seed the disturbed area with an appropriate local seed mix.

7. Ownership of Transmission Facilities. Owner shall have no ownership or other interest in any Transmission Facilities installed on the Property. Grantee may remove any or all Transmission Facilities at any time in accordance with the terms hereof.

8. Owner's Right to Use the Property. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement. Grantee shall have the right to emit or cause the emission of noise and electromagnetic and frequency interference and to impact Owner's views of and from the Property.

9. Costs and Maintenance. All costs and expenses incident to the erection, construction, reconstruction, relocation, replacement, removal, maintenance and use of the Transmission Facilities, including the trimming and cutting of any trees and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Transmission Facilities, and to maintain and keep the Easement Area in good order, repair and condition, including but not limited to trimming, cutting and removing trees and underbrush anywhere on the Property as reasonably necessary if any limbs, branches or other parts are within the Easement Area. When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree limbs, underbrush, etc.) and dispose of such debris offsite.

10. Compliance with Laws. Grantee shall comply with all laws, regulations and rules governing the erection, construction, reconstruction, relocation, replacement, removal, maintenance and use of the Transmission Facilities.

11. Assignment. Grantee may assign this Agreement or its rights with respect to the Transmission Easement, in whole or in part, without the need for Owner's consent. This

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Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them.

12. Indemnity.

12.1. Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage outside of the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Easement Area.

12.2. Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

13. Financing.

13.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Transmission Easement and this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Transmission Easement, the Transmission Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

13.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to

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Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

13.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

13.4. No payment made to Owner by a Lender shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Lender, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

14. Owner Representations and Warranties. Owner represents and warrants as follows:

14.1. *Owner's Authority*. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement.

14.2. *Litigation*. No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, any portion of the Property.

14.3. *Hazardous Materials*. To the best of Owner's knowledge, there exists no substance, material or waste which is classified as hazardous or toxic, or which is regulated under federal, state or local laws or regulations, on or under the Property, except in such quantities as may be required in Owner's agricultural use of the Property and only if such use complies with all applicable laws.

14.4. *Condemnation*. There are no pending or, to Owner's knowledge, threatened condemnation or similar proceedings, lawsuits or other claims that may affect the Property. Owner agrees to notify Grantee promptly if any of the foregoing arise during the term of this Agreement.

14.5. *Liens and Tenants*. Except as disclosed to Grantee in writing, to Owner's knowledge, there are no liens, encumbrances, leases, mortgages, deeds of trust, mineral or oil and gas rights, options, rights of refusal, preferential rights to purchase or lease or other exceptions to Owner's fee title ownership of the Property which are not recorded in the County Records.

15. Miscellaneous.

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15.1. *Notices*. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender's notice sent to Owner under Section 13.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

15.2. *Governing Law*. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

15.3. *Integration; Amendment*. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

15.4. *Recording; Easement Area; Corrections*. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a map or legal description of the Easement Area and such map or legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner's consent, so long as the location of the Easement Area as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

15.5. *Taxes*. Grantee shall pay property taxes, if any, attributable to Transmission Facilities installed by Grantee.

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

[*Signatures on following page*]

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002183292
Book 339 Page 5111
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12/17/2018 11:53:10 AM
BY GENELL

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

"OWNER"

Name: **Michele M. Goodson**

Name: **Wesley Dwayne Goodson**

"GRANTEE"

Orion Wind Resources LLC,
a Delaware limited liability company

By: _____
Name: Reid M. Buckley
Title: Vice President

TORRANCE COUNTY
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Book 339 Page 5112
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12/17/2018 11:53:10 AM
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STATE OF New mexico §
§
COUNTY OF Bernalillo §

This instrument was acknowledged before me this 15 day of October, 2018, by _____.

Lori A Mendez
Notary Public

My Commission Expires:

January 27, 2020

OFFICIAL SEAL
Lori A. Mendez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 1/27/2020

STATE OF New mexico §
§
COUNTY OF Bernalillo §

This instrument was acknowledged before me this 15 day of October, 2018, by _____.

Lori A Mendez
Notary Public

My Commission Expires:

January 27, 2020

OFFICIAL SEAL
Lori A. Mendez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 1/27/2020

TORRANCE COUNTY
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
§
COUNTY OF ALAMEDA §

On October 22, 2018, before me, Analisa Garcia, a Notary Public, personally appeared Reid M. Buckley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]

ANALISA GARCIA
Commission # 2099498
Notary Public - California
Alameda County
My Comm. Expires Feb 8, 2019

Notary Public in and for the State of California

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Exhibit A

Description of Property

ALL THAT CERTAIN real estate lying and being situated in Torrance County, New Mexico, being more particularly bounded and described as follows:

Real Property Tax Parcel No. R001883101

A tract of land situate in Torrance County, New Mexico 21, all lying within Township 5 N, Range 14 E, N.M.P.M., Torrance County, New Mexico, and being more particularly described as follows:

All that portion of Section 6, T5N R14E, lying east of Highway 285.
All that portion of Section 7, T5N R14E, lying east of Highway 285.
All that portion of the Southwest Quarter of the Northwest Quarter and the Southwest Quarter of Section 8, T5N R14E, lying east of Highway 285.
All that portion of Section 17, T5N R14E, lying east of Highway 285, excepting therefrom a 20 acre parcel in the Southeast Quarter of said Section 17, a map of which was recorded in Plat Book A, at Page 377, Torrance County New Mexico Records.
All that portion of the Northeast Quarter of Section 20, T5N R14E, lying north and east of Highway 285.

(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency)

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Exhibit A-1

Map of Property and Proposed Easement Area

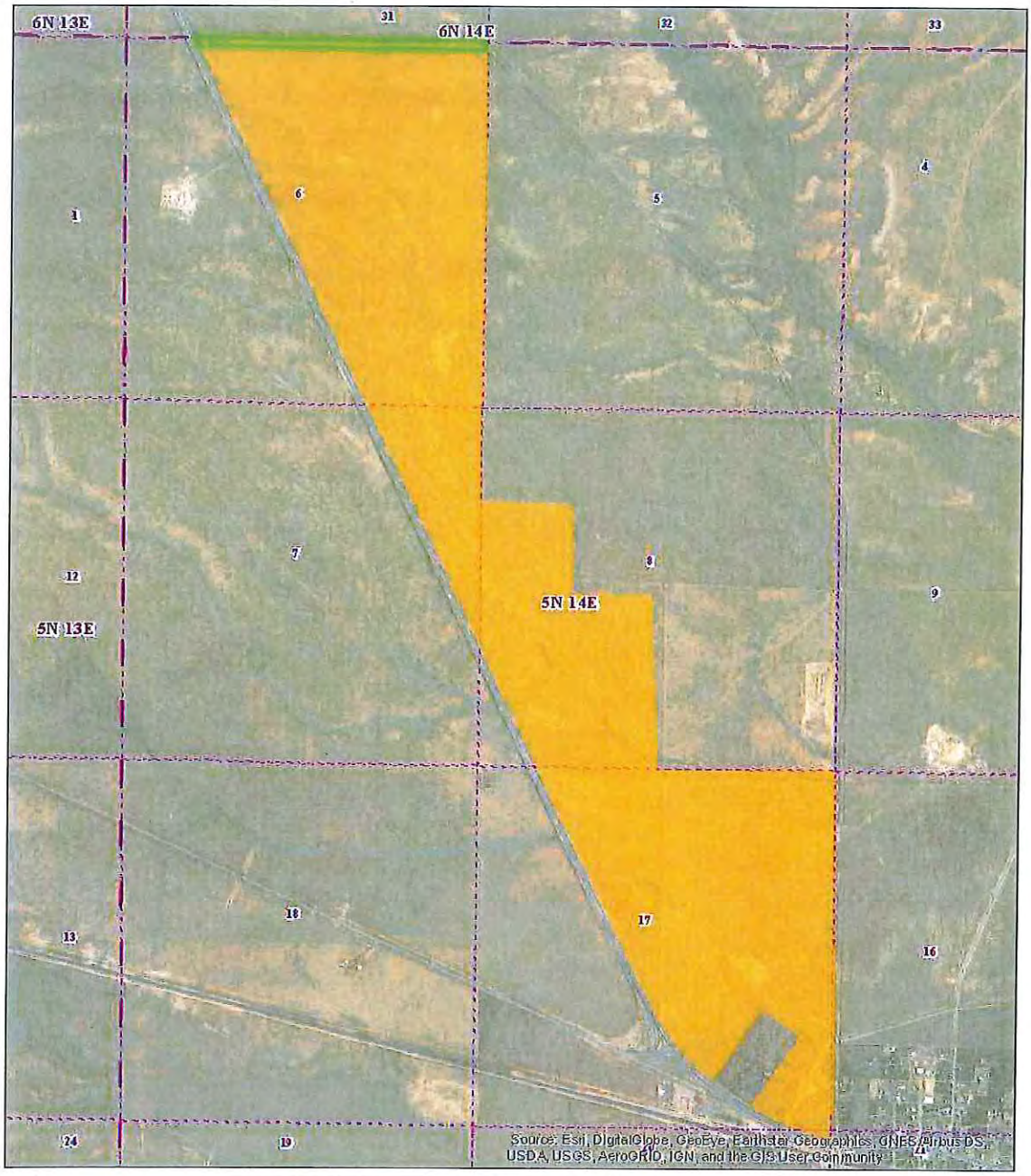

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Exhibit C – Assessor’s Parcel Map