Application for Conditional Use Permit
Carbon County, Wyoming

Last Mile Transmission Line Project

Submitted by:

Last Mile Transmission, LLC
c/o Innergex Renewable Energy Inc.
3636 Nobel Drive, Suite 260
San Diego, CA 92122

February 2022

Prepared by:

3665 JFK Parkway, Building 1, Suite 300
Fort Collins, CO 80525

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PART A

Conditional Use Permit Application

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PART A-1

Minimum Contents of a CUP Application

The minimum requirements for a Conditional Use Permit (CUP) application are defined in the Carbon County CUP application package, effective December 10, 2021, and was obtained from the Carbon County website at: http://www.carbonwy.com/DocumentCenter/View/485. This section presents those requirements and how they have been addressed by Last Mile Transmission, LLC (LMT).

1. Application for Conditional Use Permit submitted on the application form and signed by the record owner and applicant, if different from the owner.

Response: The components of the CUP application are included in the following locations.

- The Carbon County CUP Application form for the Last Mile Transmission Line Project (Project) is included in **Part A-2**.
- The Affidavit and mailing labels for adjacent property owners are provided in **Part A-3**.
- The Nature of Request and Project Information is provided in **Part B**.
- Supporting Documentation is included in **Part C**.
    - **Attachment C-1** contains Project maps including:
        - **Map 1, Project Overview** depicts the proposed end-to-end transmission line route between the Freezeout Substation in Carbon County and the Boswell Substation in Albany County.
        - **Map 2, Project Facilities and Land Ownership** depicts the proposed transmission line centerline, public road crossings, and property owners crossed by the Project in Carbon County.
        - **Map 3, Zoning** depicts the Carbon County zoning designations crossed by the Project.
        - **Map 4, Future Land Use Designations** depicts the Carbon County future land use designations crossed by the Project in relation to other existing and planned projects in the same vicinity.
    - **Attachment C-2** contains the names and mailing addresses of property owners crossed by the Project right-of-way (ROW) within Carbon County as well as parcels adjacent to the Project ROW. Property owners crossed by the Project ROW are shown on **Map 2**, and property owners adjacent to the Project ROW are shown on **Map 5**.
    - **Attachment C-3** contains a list of aliquot parcels crossed by the Project ROW within Carbon County.
    - **Attachment C-4** contains copies of transmission and access easement agreements that have been executed to date.
    - **Attachment C-5** contains copies of Bureau of Land Management Right-of-Way Grant agreements.

2. The application packet must include:

a. Site plan and vicinity map.

Response: Attachment C-1 in **Part C** contains a Project Overview map (**Map 1**) that serves as a vicinity map and a Project Facilities and Land Ownership map (**Map 2**) that serves in lieu of a typical engineering site plan. Building permit application(s) are required for transmission structures and must be approved prior to construction. Therefore, LMT proposes to provide site plans for approval through the Building Permit review process prior to construction. Please see **Section 8.0, CUP Applicant-proposed Conditions of Approval** for a complete list of LMT–proposed CUP conditions.

b. Survey or engineering drawings prepared by a Wyoming licensed engineer or surveyor, if applicable.

Response: The Project is in the preliminary design phase and does not have survey or engineering drawings prepared. **Section 2.0, Project Description and Projected Timeline** contains typical designs that serve in lieu of engineering drawings. LMT proposes to provide survey or engineering drawings to Carbon County prior to construction as a condition of approval of the CUP. Please see **Section 8.0, CUP Applicant-proposed Conditions of Approval** for a complete list of LMT–proposed CUP conditions.

c. Statement of purpose and need.

Response: This is presented in **Part B, Section 5.0 – Project Purpose, Need, and Benefits**.

d. Project description and projected timeline.

Response: This is presented in **Part B, Section 2.0 – Project Description and Projected Timeline**.

e. As well as any other information determined to be necessary to make a comprehensive evaluation by the staff, Commission and Board.

Response: Additional information is provided in **Parts B** and **C**.

f. Proof of ownership.
1. Typically a warranty deed or title policy
2. If not the property owner, submit a letter of authorization from the property owner.

Response: LMT does not own the ROW, and will instead obtain easements from federal, state, and private landowners. LMT has secured the necessary easements with property owners for the transmission line ROW. Copies of transmission and access easement agreements that have been executed are included in **Attachment C-4**.

3. Provide a completed affidavit that must accompany the mailing labels, attesting that the submittal includes an accurate listing of the adjacent/abutting property owners as reflected in the records of the Carbon County Assessor's Office.

Response: The affidavit is included in **Part A-3**.

4. Provide copies of the Current Notice of Valuation(s) for the subject property. Notice of Valuations(s) can be obtained from either the County Assessor's Office or from the County website.

Response: This is not applicable to LMT because the Current Notice of Valuation(s) and Current Tax Certificate(s) is a requirement for the underlying property owners, from which LMT will be obtaining easements. Therefore, this application requirement was waived by the Carbon County Planning Director, Sid Fox in an email dated October 26, 2018. This was confirmed in the meeting with Sarah Brugger, Planning Director, at a pre-application meeting on Tuesday September 28, 2021. Waiving the requirement to provide a Current Notice of Valuation(s) and Current Tax Certificate(s) is a proposed condition of approval in **Section 8.0, CUP Applicant-proposed Conditions of Approval**.

5. Current Tax Certificate – must be signed by the Carbon County Treasurer or authorized deputy.

Response: See response to previous Item 4.

6. Proof of legal access/easements to subject property. The access/easements must be recorded and contain metes and bounds descriptions.

Response: LMT has secured the necessary easements with property owners for the transmission line ROW. Copies of transmission and access easement agreements that have been executed are included in **Attachment C-4**.

7. Application fee based on a fee schedule approved by the Board. In addition, the cost of all notices and recording fees shall be paid by the applicant.

Response: The application fee of $3,100.00 is included in the application submittal and was calculated as the application fee of $100.00 plus $3,000.00 for a proposed transmission line over 115kV with 1-199 transmission structures.

8. Applicant's response to the following review criteria:

    a. The Conditional Use shall be generally consistent with the Goals, Strategies and Actions of the Comprehensive Land Use Plan, including the Future Land Use Map. If no comments are provided, the staff will provide a summary at the Planning & Zoning Commission meeting.

    b. The proposed use should serve a public need.

    c. The proposed use should be appropriate for the proposed location and will not be detrimental to the surrounding area or to established uses.

    d. The proposed conditional use should be adequately served by facilities and services including legal and physical access and circulation, water and wastewater facilities, solid waste, law enforcement, fire protection and emergency medical services.

    e. That any resulting commercial and truck traffic shall not use a residential street nor create a hazard to a developed residential area.

    f. That the record owner has taken adequate steps to minimize and control potential environmental problems that might result from the proposed use.

Response: Responses to the review criteria are provided in **Part B, Section 3.2**.

9. Multiple copies of the application and supporting documents may be required for distribution to the Planning & Zoning Commission and the Board of County Commissioners.

Response: LMT will provide electronic or paper copies of the CUP application and supporting documents, as requested by the Carbon County Planning and Development Department.

10. Posted Notice. A Sign must be posted on the property by the applicant at least 14 days before the Planning & Zoning Commission's hearing date. The sign will be provided by the Planning and Development Department and must include a summary of the request, the date, time and place of the hearing and a telephone number to contact for more information.

Response: LMT will work with the Carbon County Planning and Development Department to determine key locations to post signs and will post the signs at least 14 days before the Planning & Zoning Commission's hearing date. Based on the pre-application meeting, it is anticipated that the Carbon County Planning and Development Department will request that signs be posted at the crossing of the Project with SH 487, CR 121 near US 30/287, and possibly one other location near the entrance to the Seven Mile Hill wind energy facility off US 30/287.

PART A-2

Conditional Use Permit Application

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CARBON COUNTY
Department of Planning and Zoning
215 West Buffalo, Suite 317
Rawlins, WY 82301
Tel (307) 328-2651 FAX (307) 328-2735

www.carbonwy.com

Current Application Fee ***Plus*** public notice costs.
Fee Paid $ 3,100 Date 1/19/22
Case File No. **C.U. CASE #**

APPLICATION FOR CONDITONAL USE PERMIT

(Please Print or Type)

Applicant: Last Mile Transmission LLC [c/o Michael Paul] Date:

Mailing Address: 3636 Nobel Drive, Suite 260, San Diego, CA 92122 Phone: 619-823-7846

Email Address for all notifications: mpaul@innergex.com

Owners (if ***not*** Applicant): same as Applicant Date:

Mailing Address: Phone:

Representative (authorization required): David Little Date:

Mailing Address: 3636 Nobel Drive, Suite 260, San Diego, CA 92122 Phone: (619) 869-0348

Email Address: dlittle@innergex.com

LEGAL DESCRIPTION OF THE PROPERTY(S) (Attach additional sheets if necessary): Meets and Bounds legal descriptions must be submitted in "WORD" format. The Planning Director may require that legal descriptions be prepared by a surveyor licensed in the State of Wyoming.

GEO/Parcel Identification Number(s) (PIN) #: 06- See Attachment C-2, Table C-2.1

Quarter Sections See Attch C-3, Table C-3.1 Section Township Range

Subdivision Name N/A Block Lots

Site Address or Location: See Attachment C-1, Map 2

Current Zone District: Ranching, Agriculture, and Mining (RAM) zoning district

Project Acreage Size (No. of Acres): 1,223.1 ac. temporary/805.1 ac. permanent ROW. See Part B, Table 1.

Project Description and\or Proposed Use: 230 kV transmission line. See Part B, Section 2.0.

Pre-Application Meeting.

Prior to submittal of any application for Conditional Use Permit, all applicants will schedule a pre-application meeting with the Planning Director or his/her designee. The purpose of the pre-application meeting is to: 1) help facilitate a complete application; 2) result in timely processing, as well as affording an opportunity to determine if a conditional use permit is appropriate; and to discuss any other issues relevant to an application.

Pre-Application Meeting: ☑ Yes Date: 9/28/2021 ☐ No

MINIMUM CONTENTS OF APPLICATION:

Conditional Use Permit Application Procedure.

1. An application for a Conditional Use Permit must be submitted on this application form and must be signed by the record owner and applicant, if different from the owner. No application will be scheduled until it is accepted as complete by the Planning Director or Commission.

2. The application packet must include:
   a. A site plan and vicinity map.
   b. Survey or engineering drawings prepared by a Wyoming licensed engineer or surveyor, if applicable.
   c. Statement of purpose and need.
   d. Project description and projected timeline.
   e. As well as any other information determined to be necessary to make a comprehensive evaluation by the staff, Commission and Board.
   f. Proof of Ownership:
      1. Typically a warranty deed or title policy.
      2. If not the property owner, submit a letter of authorization from the property owner.

3. Provide a completed affidavit (attached) that must accompany the mailing labels, attesting that the submittal includes an accurate listing of the adjacent/abutting property owners as reflected in the records of the Carbon County Assessor's Office.

4. Provide copies of the Current Notice of Valuation(s) for the subject property. Notice of Valuation(s) can be obtained from either the County Assessor's Office or from the County's website.

5. Current Tax Certificate(s) – must be signed by the Carbon County Treasurer or authorized deputy.

6. Proof of legal access/easements to subject property. The access/easements must be recorded and contain meets and bounds descriptions.

7. Application fee based on a fee schedule approved by the Board. In addition, the cost of all notices and recording fees shall be paid by the applicant.

8. Applicant's response to the following review criteria. Attach additional sheets if necessary.

   a. The Conditional Use shall be generally consistent with the Goals, Strategies, and Actions of the Comprehensive Land Use Plan, including the Future Land Use Map. If no comments are provided, the staff will provide a summary at the Planning & Zoning Commission's meeting.
   Comments: See Part B, Section 3.2.

   b. The proposed use should serve a public need.
   Comments: See Part B, Section 3.2.

   c. The proposed use should be appropriate for the proposed location and will not be detrimental to the surrounding area or to established uses.
   Comments: See Part B, Section 3.2.

d. The proposed conditional use should be adequately served by facilities and services including legal and physical access and circulation, water and wastewater facilities, solid waste, law enforcement, fire protection and emergency medical services.
Comments: See Part B, Section 3.2.

e. That any resulting commercial and truck traffic shall not use a residential street nor create a hazard to a developed residential area.
Comments: See Part B, Section 3.2.

f. That the record owner has taken adequate steps to minimize and control potential environmental problems that might result from the proposed use.
Comments: See Part B, Section 3.2.

9. Multiple copies of the application and supporting documents may be required for distribution to the Planning & Zoning Commission and the Board of County Commissioners.

10. Posted Notice. A Sign must be posted on the property by the applicant at least 14 days before the Planning & Zoning Commission's hearing date. The sign will be provided by the Planning and Development Department and must include summary of the request, the date, time and place of the hearing and a telephone number to contact for more information.

PUBLIC LANDS ADMINISTRATION:
Land Owner's signature *not required* when lease or other public land use authorization is provided.

Public Land Use Lease or other Authorization #: _____

PRINTED SIGNATURE-landowner	**SIGNATURE-landowner**	**DATE**
David Little		11/9/2022
PRINTED SIGNATURE-applicant	**SIGNATURE-applicant**	**DATE**

The applicant is solely responsible for the contents of this application and verifies that this is accurate.

ATTACHMENTS:
Affidavit and APO Listing, Tax Certificate, and Current Fee Schedule.

CARBON COUNTY www.carbonwy.com
PLANNING AND DEVELOPMENT
TEL (307) 328-2651 FAX (307)328-2735

FEE SCHEDULE

Please make checks payable to Carbon County Planning. Application Fee and Subdivision Permit Fees must be paid at the time the application is submitted and is not refundable. The newspaper(s) will bill the applicant directly for Public Notice charges.

APPLICATION TYPES:	**FEES:** Plus the cost of public notice.
Conditional Use Permit (Minor)	$300.00
Conditional Use Permit (Major)	See Page 2
Conditional Use Permit Transfers	$200.00
Zone Change	$200.00
Planned Unit Development ZC	$350.00
Planned Unit Development SUB	Application fees in accordance with the Subdivision Application/Filing Fees below.
Subdivision Application/Filing Fees: Minor Subdivision Major Subdivision: • Sketch Plan • Preliminary Plat • Final Plat	Due upon submittal of the Application. $200.00 (Final Plat) $100.00 $200.00 + $100 per lot, up to $1,000.00 $200.00
Subdivision Permit Fee	The greater of $100.00 or $10.00 per lot up to $1,000.00
Variance	$200.00
Sign, Floodplain and Solar Access	$60.00

BUILDING PERMIT APPLICATION, INCLUDES ZONING CERTIFICATES:			
***VALUE OF IMPROVEMENTS OR REPLACEMENT COST NEW:**			**APPLICATION FEE:**
$0.00	TO	$5,000.00	$25.00
$5,001.00	TO	$20,000.00	$75.00
$20,001.00	TO	$100,000.00	$125.00
$100,001.00	TO	$200,000.00	$150.00
$200,001.00	TO	$300,000.00	$250.00
$300,001.00	TO	$400,000.00	$350.00
$400,001.00	TO	$500,000.00	$450.00
$500,001.00	TO	$600,000.00	$550.00
$600,001.00	TO	$700,000.00	$650.00
$700,001.00	TO	$800,000.00	$750.00
$800,001.00	TO	$900,000.00	$850.00
$900,001.00	TO	$1,000,000.00	$950.00
$1,000,001.00	and	over	$1,200.00
Non-Commercial Wind Energy Generators, in accordance with above.			
*The cost including material and labor that will be incurred in constructing the improvement. Includes hired or contract labor but does not include owner/builder labor.			

OTHER BUILDING PERMIT APPLICATION FEES:
• Commercial Wind Energy Facilities - Each Wind Turbine - $175.00 • Re-tooling\Reconstruction of Existing Facilities - Each Wind Turbine - $175.00
• Transmission Line Towers or Poles - Each Tower or Pole - $175.00
• Telecommunication and MET Towers - Each Tower or Pole - $350.00

Major Conditional Use Permit Applications:

Commercial Wind and Solar Energy Facilities
Transmission Lines over 115,000KV

Number of Project Structures- Wind Turbines:	**Application Fee:** $100.00** Plus	**Number of Project Structures- Transmission Towers or Poles:**	**Application Fee:** $100.00** Plus
1-199	$3,000.00	1-199	$3,000.00
200-299	$4,000.00	200-299	$4,000.00
300-499	$5,000.00	300-499	$5,000.00
500-699	$7,000.00	500-699	$7,000.00
700-899	$9,000.00	700-899	$9,000.00
900 and over	$10,000.00	900 and over	$10,000.00
**Plus the actual cost of public notice charges.			
Commercial Scale Solar Energy Facilities: $3,100.00 Plus the actual cost of public notice charges.			

PUBLICATIONS: available on-line: www.carbonwy.com **Free**
Carbon County Zoning Resolution $25.00*
Carbon County Subdivision Regulations $25.00*
Carbon County Land Use Plan $50.00*
*=Plus applicable postage charges.

GIS Data and Maps:
Custom Maps: $31.00 per hour (1 hour minimum)

Employee time for assistance with preparing a complete application may be charged as per Resolution for professional time – 1 hour minimum.

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PART A-3

Affidavit and Mailing Labels

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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 San Diego

Subscribed and sworn to (or affirmed) before me on this 19th day of January, 2022, by David Little,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

RITA CANNAVA
Notary Public - California
San Diego County
Commission # 2373588
My Comm. Expires Sep 3, 2025

(Seal) Signature

AFFIDAVIT
Attesting to the Accuracy of Information Provided to Carbon County, Wyoming

In Carbon County, Wyoming,

David Little,

(Applicant or Authorize Representative – Please Print)

has made application to Carbon County that requires notice to abutting\adjacent property owners, and being duly sworn, deposes and says that the mailing labels of abutting\adjacent property owners (land having a common property line or separated only by an alley, easement or private road) submitted with their application, is a true and accurate listing of those property owners, as reflected in the records of the Carbon County Assessor's office on 1/19, 2022.

The Applicant does hereby accept responsibility for any inaccuracies in the production of these mailing labels of abutting\adjacent property owners that result from applicant's errors, rather than errors in the Assessor's records, and holds harmless Carbon County for any delays in processing of the applicant's petition that result from these inaccuracies.

(Applicant or Authorize Representative Signature)

I, _____, a Notary Public of the _____ (COUNTY), _____(STATE) aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the _____ day of _____, 20_____.

(SEAL) Please see attached California Jurat

_____
Notary Public

My Commission expires:

_____/_____/_____.

Date Revised: June 25, 2012

Adjacent Property Owners

Example:
PIN No: 12890100000600
Name: Bureau of Land Management – Attn: Realty Division
Mailing Address: PO Box 2407
City: Rawlins State: WY Zip: 82301

PIN No: 23790710001100
Name: BIG SKY MONTANA HOLDINGS LLC
Mailing Address: PO BOX 97
City: RANGER **State:** TX **Zip:** 76470-0097

PIN No: 23782530005800
Name: CHARLES GARRY W, AND SONRISA CHERIE
Mailing Address: BOX 324
City: MEDICINE BOW **State:** WY **Zip:** 82329

PIN No: 23772930008100
Name: LINDHOLM JAMIE AND JONAS
Mailing Address: 1179 W 171ST PL
City: BROOMFIELD **State:** CO **Zip:** 80023-6519

PIN No: 23772940008200
Name: DUNIGAN JOSEPH FRANCIS TRUSTEE
Mailing Address: 8225 RASPBERRY DR
City: FREDERICK **State:** CO **Zip:** 80504

PIN No: 23772940008300
Name: HARRIS GEORGE S AND MICHELLE A
Mailing Address: 1361 SAN JUAN AVE
City: SAN JOSE **State:** CA **Zip:** 95110-1443

PIN No: 23783340000700
Name: OLSEN LARRY M
Mailing Address: PO BOX 742
City: HANNA **State:** WY **Zip:** 82327-0742

PIN No: 22790410000700; 22791010001000
Name: MONTANA MINERALS DEV CO
Mailing Address: 2870 FORBES AVE
City: HOFFMAN ESTATES **State:** IL **Zip:** 60192-3702

Adjacent Property Owners

Example:
PIN No: 12890100000600
Name: Bureau of Land Management – Attn: Realty Division
Mailing Address: PO Box 2407
City: Rawlins **State:** WY **Zip:** 82301

PIN No: 22780410000500
Name: T.A. LAND AND CATTLE WY LLC
Mailing Address: PO BOX 39
City: MEDICINE BOW **State:** WY **Zip:** 82329-0039

PIN No: 23782540006000
Name: URIAS ELMER
Mailing Address: 8190 W SPOTTED EAGLE COURT
City: TUSCON **State:** AZ **Zip:** 85757

PIN No: 22780510002500
Name: MICHAEL BOULTER PROPERTIES LLC
Mailing Address: 22019 COUNTY ROAD 54
City: GREELEY **State:** CO **Zip:** 80631-9764

PIN No: 23772930008000
Name: WYOMING RANCH COMPANY LLC, ATTN JOJI SAYO
Mailing Address: 1981 N BROADWAY SUITE 415
City: WALNUT CREEK **State:** CA **Zip:** 94596

PIN No: 23770510000500
Name: CASSIDY RIVER RANCH
Mailing Address: 1981 N BROADWAY SUTIE 415
City: WALNUT CREEK **State:** CA **Zip:** 94596-4643

PIN No:
Name:
Mailing Address:
City: **State:** **Zip:**

PIN No:
Name:
Mailing Address:
City: **State:** **Zip:**

PART B

Nature of Request and Project Information

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1.0 INTRODUCTION

Last Mile Transmission, LLC (LMT) proposes to construct an overhead 230 kilovolt (kV) transmission line to provide a connection between the planned Boswell Springs substation to be located in T23N, R75W, Section 33 in Albany County, Wyoming and the existing Freezeout Substation located in T23N, R80W, Section 15 of Carbon County, Wyoming (**Map 1**). The Project would traverse 14.7 miles of private land, 1.0 mile of state land, and 5.1 miles of land administered by the Bureau of Land Management (BLM) in Carbon County and 13.7 miles of private land in Albany County. LMT seeks a Conditional Use Permit (CUP) for construction of that portion of the line that traverses Carbon County.

Table 1. Length and Acreage of Right-of-Way by County and Land Ownership

Description	Carbon County	Albany County	Total
Route Miles			
BLM-administered land	5.1	-	5.1
Private land	14.7	13.7	28.4
State land	1.0	-	1.0
Total	*20.8*	*13.7*	*34.5*
Permanent Right-of-Way Acreage[1]			
BLM-administered land	92.2	-	92.2
Private land	355.5	333.2	688.7
State land	24.2	-	24.2
Total	*471.9*	*333.2*	*805.1*
Temporary Right-of-Way Acreage[2]			
BLM-administered land	122.6	-	122.6
Private land	564.9	500.5	1,065.4
State land	35.1	-	35.1
Total	*722.5*	*500.5*	*1,223.1*

[1]Assumes a permanent ROW width of 200 feet on private and state land, and 150 feet on BLM-administered land.
[2]Assumes a construction ROW width of 300 feet on private and state land, and 200 feet on BLM-administered land

2.0 PROJECT DESCRIPTION AND PROJECTED TIMELINE

2.1 Transmission Line

LMT proposes to construct a 230 kV transmission line that would hold up to six electrical wires and one fiber optic communications line. It is anticipated that a combination of H-frame and single steel pole transmission structures would be used for the Project. It is likely that the majority of structures would be wooden H-frame as this is the most cost effective and structurally efficient design for landscapes typical of the route (**Figure 1a)**. In addition to the typical structure type along most of the line length, dead-end structures, turning structures, and steel monopole structures will also be required at specific locations along the line as determined necessary by the engineers for design stability. The 3-pole dead-end structure is illustrated in **Figure 1b** and the steel monopole is shown in **Figure 1c.** The span length between structures will be approximately 700 to 900 feet. Typical design characteristics are listed in **Table 2**. Final design characteristics will be determined in the detailed design phase of the Project.

Figure 1a **Typical H-Frame Structure**

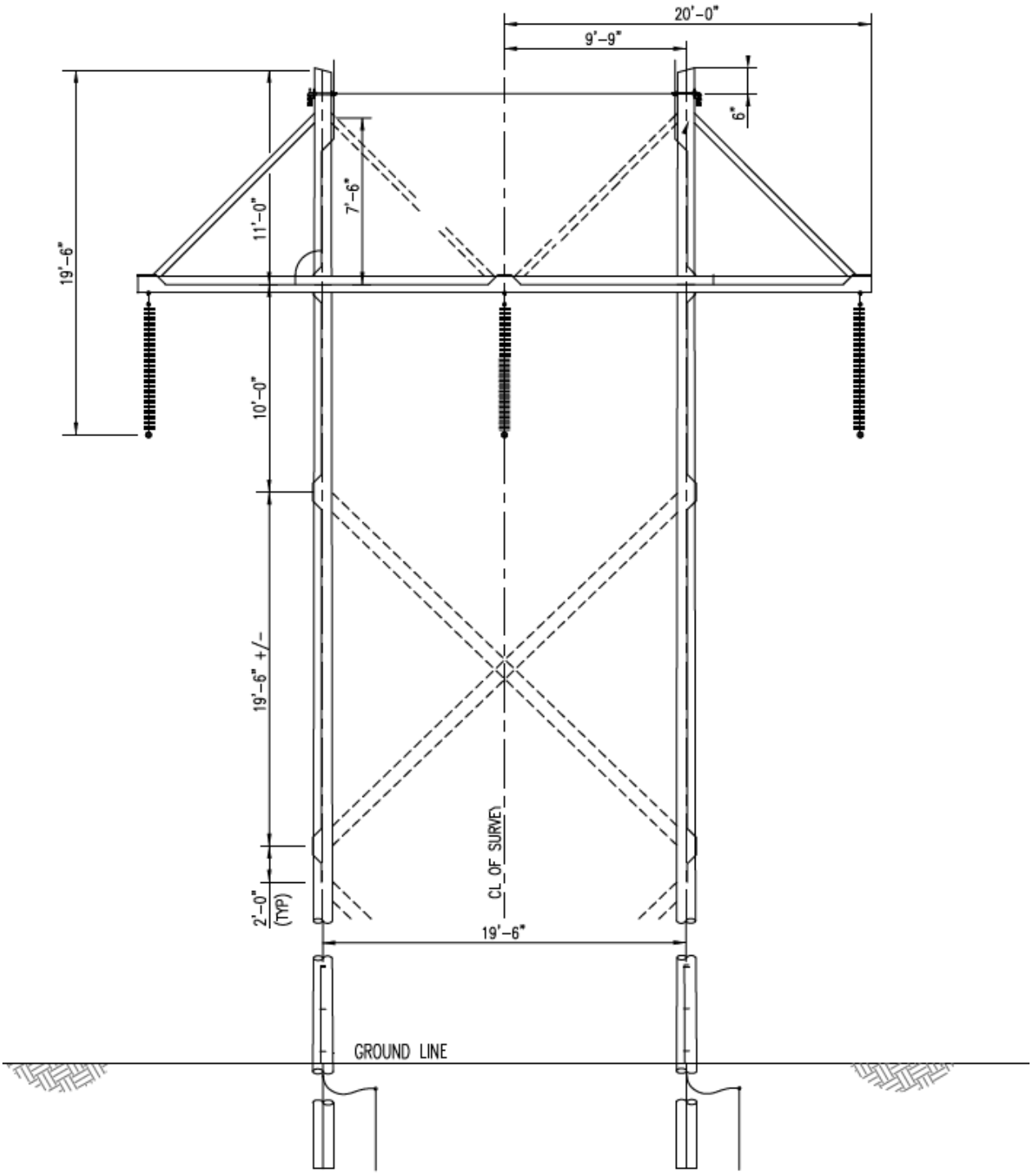


Figure 1b Typical 3 Pole Dead-end Structure

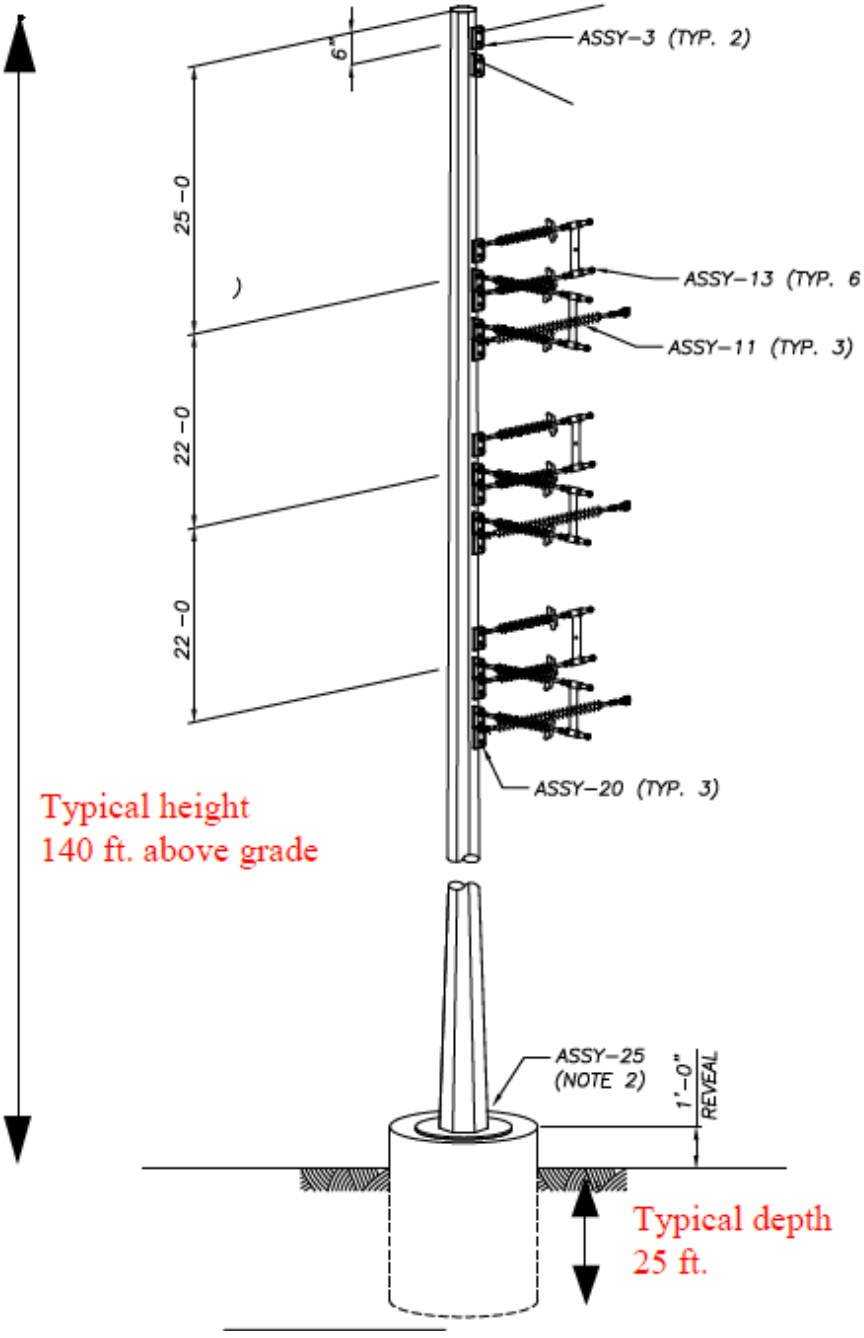


Figure 1c Typical Steel Monopole Structure

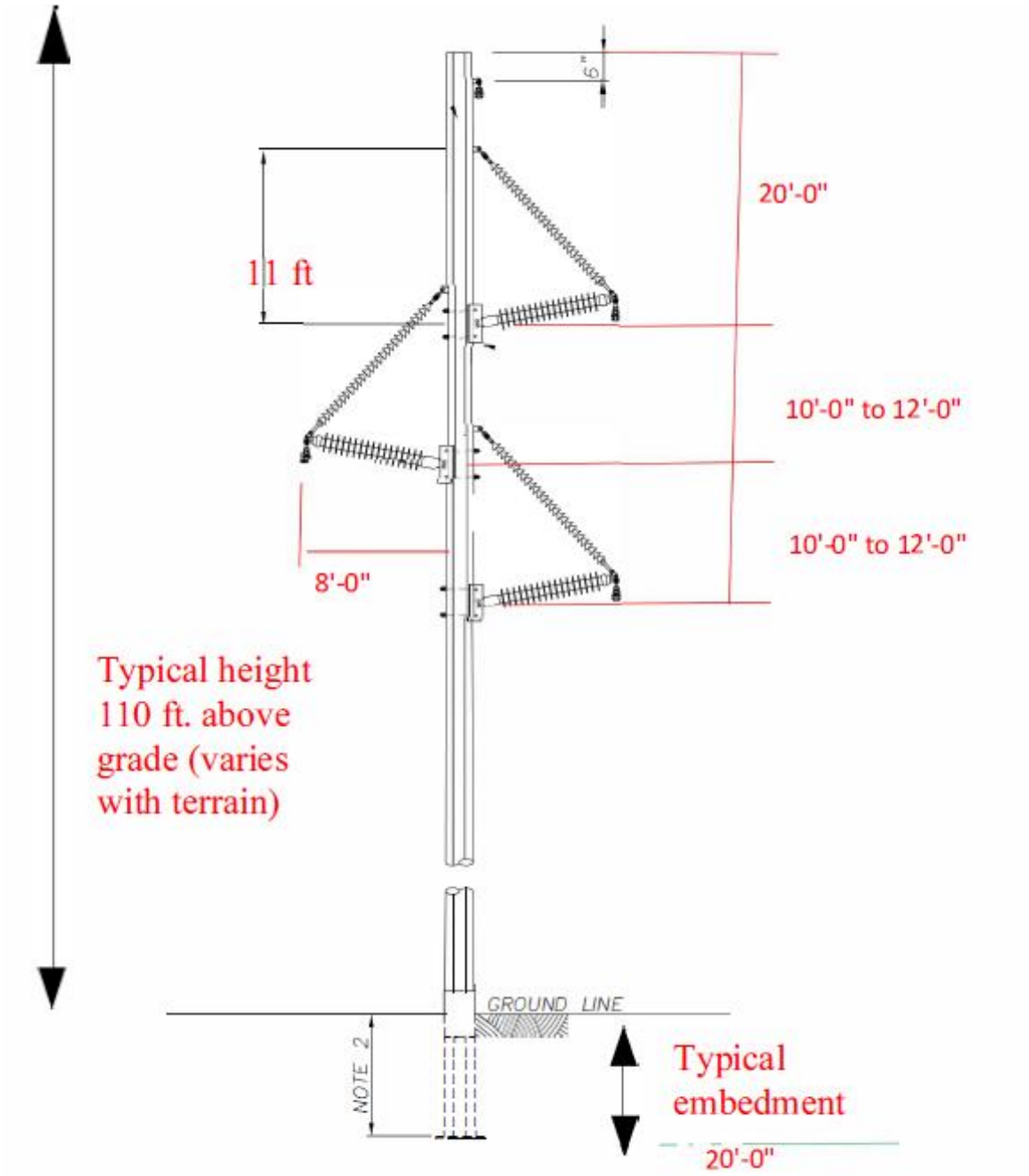


Table 2. Typical Design Characteristics

Characteristic	Specification
Voltage	230 kV
Permanent ROW Width	Up to 200 feet on private and state land 150 feet on BLM-administered land
Type of Structure[1]	Wood pole H-Frame and steel monopole
Structure Height[2]	75 – 110 feet
Structure Width	Up to 21.5 feet at base
Conductor Size	largest consideration is 1272kcmil ''BITTERN'' ACSR, smallest consideration 795kcmil ''DRAKE'' ACSR
Ground Clearance of Conductor	25 feet minimum
Pole Foundation Depth[3]	20-40 feet
Vegetation Clearance	< 5 feet in wire zone, < 25 feet in border zone
Span Length	700 - 900 feet
Number of Structures per Mile	Approximately 7
Other Hardware	Guy wires and anchors. Aerial marker spheres or other hardware for aircraft and avian considerations where determined necessary.

[1]H-frame structures will be used for straight runs of transmission line; 3-pole structures will be used for angles and dead-ends. Steel monopole structures will be used in land constrained areas.
[2]Structure heights may vary depending on terrain and height requirements to cross other utilities, etc.
[3]Pole foundation depth may vary depending on soil conditions, structure loading, and structure type.

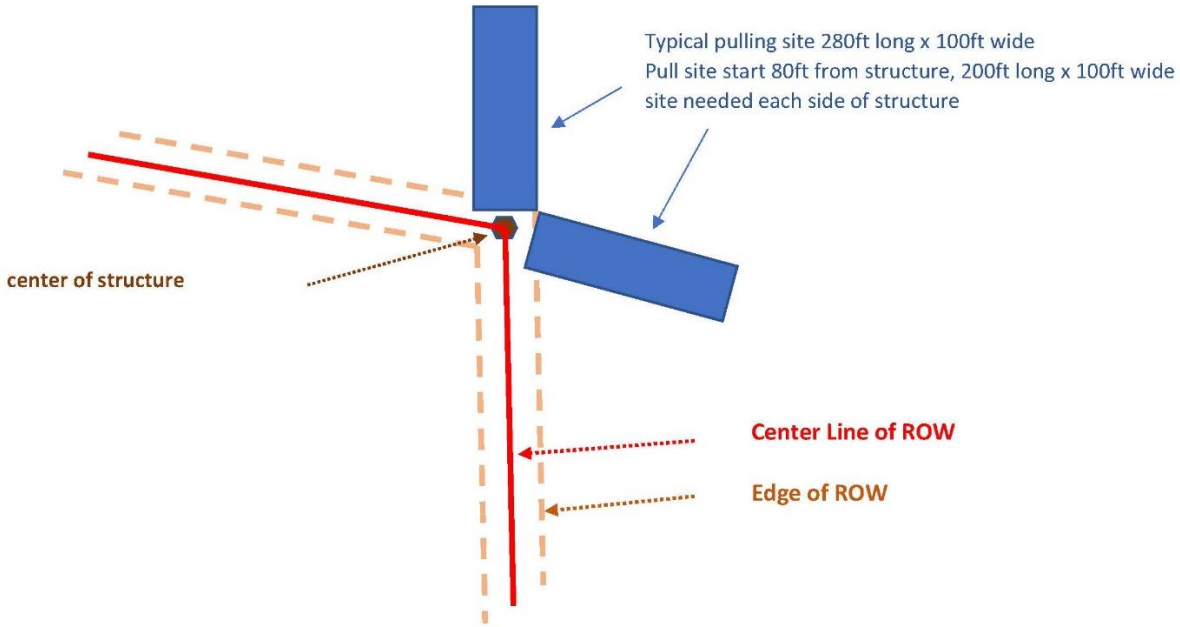
2.1 Structures Sites

At each structure site, grading and leveling for equipment set up will be needed to facilitate the safe operation of equipment. In locations where guys and anchors would be required (i.e., locations of angles along the route) a minimum 150-foot radius around the structure site is required to accommodate the structural supports. It is estimated that approximately 140 transmission structures would be needed for the portion of the line in Carbon County. Short-term disturbance for construction at each structure site is estimated at 0.7 acre per site and long-term disturbance is estimated at 0.2 acre per site.

2.1 Pulling and Tensioning Sites

Pulling and tensioning is required to achieve the correct sag in the transmission line between support structures. Equipment to be used for pulling and tensioning activities include tractors and trailers with spooled reels that hold the conductors and trucks with the tensioning equipment. Grading and leveling for equipment will be needed to facilitate the safe operation of equipment. It is estimated that approximately 17 pulling and tensioning sites would be needed for the portion of the line in Carbon County. Pulling and tensioning sites would occupy approximately 1.4 acre each and are located approximately every 9,300 feet (or 1.75 miles) along the line. To the extent practicable, pulling and tensioning sites would be located within the ROW for the transmission line.

Figure 1d Typical Pulling and Tensioning Site



2.2 Access Roads

Transmission line construction requires the movement of vehicles along the ROW. Additionally, unobstructed ingress and egress for the purpose of providing vehicular, pedestrian, and aerial (including manned and unmanned flights) access over the Property to and from the Easement Area and Easement Facilities would be allowed as a condition of easement agreements. For this Project, existing and new access roads will be used. New access roads constructed for the Project would be 20 feet in width and would not be graveled except in isolated areas with soft ground. Where the terrain is flat, the access roads would be located within the transmission line ROW. Exceptions would be where the terrain is steep or where drainages need to be avoided. New access roads would be bladed to remove ruts and tracks and seeded at the end of construction, but the shape of the roads would be left in place for future maintenance of the transmission line. Intermittent stream crossings would typically be constructed as dry or low water crossings involving minimal vegetation removal or earthwork (i.e., cut and fill, grading, and/or stabilization). In some instances, culverts may be installed under a stable road surface to provide vehicle passage across drainages. Each crossing will be designed with the roads as final engineering progresses.

2.3 Staging Areas

Primary staging area will be located within Boswell Springs project area in Albany County. Additional smaller staging areas may be needed and will be located within private land easements

along the transmission line for the purpose of staging transmission structures, materials, and equipment during construction. Cumulative total staging area will be between 7 and 13 acres.

2.4 Projected Timeline

It is anticipated that construction of LMT would commence in Q2 2023. The transmission line must be operational by Q3 2024 to support completion of the related Boswell Springs wind project by Q4 2024.

3.0 LAND USE ORDINANCE COMPLIANCE

This section summarized the applicable zoning requirements for Carbon County as defined in the Carbon County Zoning Resolution as amended July 7, 2020, and is divided into two sections:

- Specific Zoning Requirements – describes the specific requirements for each zone crossed by the Project; and
- General Zoning Requirements – describes other applicable requirements for the Project.

3.1 Specific Zoning Requirements

The Project would traverse 14.7 miles of private land, 1.0 mile of state land, and 5.1 miles of land administered by the BLM in Carbon County. The permanent ROW will occupy 471.9 acres in Carbon County, of which 355.5 acres is privately owned land (**Table 1**).

Private lands to be crossed by the Project ROW are within in the Ranching, Agriculture, and Mining (RAM) zoning district in Carbon County.

Per Section 4.4 of the Carbon County Zoning Resolution, the purpose of the RAM zone district is to preserve historic uses and open space areas of the County while at the same time permit ranching, agriculture, animal husbandry, forestry, and mining in a manner that attains this purpose. Overhead electrical transmission lines of 115,000 volts or less are principally permitted uses in all zone districts. Overhead transmission lines of greater than 115,000 volts are conditionally permitted uses in all zones.

Section 5.4(D) of the Resolution lists the following requirements that would apply to the Project as it will be over 115,000 volts:

- Electrical substations and underground and overhead transmission lines of over 115,000 volts, together with accessory structures including but not limited to switching stations and communications facilities are only allowed by conditional use permits in all zones. Building permits are required prior to construction.
- Setbacks and Height Requirements of Transmission Towers. There are no Minimum Setbacks and no maximum Height Limitations for new Electrical Substations and Transmission Towers; however, the proposed setbacks and maximum height proposed must be included in the CUP application and justified to the Planning and Zoning Commission as part of the CUP review process.

Response: The Project will use a combination of wooden H-frame and single steel monopole transmission structures with typical heights of 75-110 feet. Structure heights will vary depending

on terrain and height requirements to cross other features (i.e., such as other overhead transmission lines). The maximum height of transmission structures would be 150 feet.

LMT designed the shortest transmission line route to minimize physical and visual impacts, with consideration of the following:

- Land ownership and the interest of landowners crossed by the ROW;
- Routing relative to other wind energy developments to avoid conflicts with other existing or planned turbine development;
- Constructability with regard to access and terrain (i.e., steep slopes and floodplains);
- Engineering considerations (i.e., shortest overall length and fewest angle structures);
- Avoidance of subdivisions and the Town of Medicine Bow;
- Avoidance of other utilities (i.e., paralleling pipelines);
- Minimizing crossings of other transmission lines;
- Avoidance of sage-grouse core area and sage-grouse leks;
- Avoidance of the Como Bluff National Natural Landmark; and
- Avoidance of No Surface Occupancy (NSO) areas on BLM-administered lands.

Specific setbacks incorporated into Project design include the following:

- LMT coordinated with PacifiCorp to determine the setback from wind turbine generators at Seven Mile Hill.
- Transmission towers are set back at least 0.25 mile from the perimeter of occupied sage-grouse leks outside core area; and
- Transmission towers are set back at least 300 feet from the municipal boundary for the Town of Medicine Bow.
- The proposed ROW avoids the Cassidy River Ranch subdivision. Transmission towers would be set back at least 50 feet from adjacent property boundaries within Cassidy River Ranch.

LMT will obtain building permits for transmission structures to be constructed in Carbon County.

3.2 General Zoning Requirements

In addition to the specific zoning requirements, Section 7.7(C) of the Resolution requires six review criteria to be addressed by the Commission and Board. The applicant's responses to these six review criteria are provided below.

Review Criteria 1: *The Conditional Use shall be generally consistent with the Goals, Strategies and Actions of the Comprehensive Land Use Plan, including the Future Land Use Map.*

Response: The Carbon County Comprehensive Land Use Plan contains seven long-term goals. These goals and a discussion of the Project's consistency with these goals follows.

Goal 1: Achieve a sustainable balance between energy development, agriculture, and the environment.

Response: Routing for the Project considered numerous siting criteria for the purpose of avoiding or minimizing impacts to the environment (see **Section 3.1** above). The Project will deliver renewable wind energy while minimizing impacts to the environment through proper siting, implementation of construction best management practices, and through adherence to landowner agreements and agency permit conditions. The Project is compatible with existing agriculture and grazing operations and, once construction is completed, grazing will be allowed within the Project ROW.

Goal 2. Protect water supplies of established users.

Response: The Project will not have an impact on water supplies of established users. Required water will be procured from municipal sources, commercial sources, or under a temporary water use agreement with landowners holding existing water rights. No new water rights will be required.

Goal 3. Sustain scenic areas, wildlife habitat, and other important open spaces.

Response: The Project has been sited to avoid impacting scenic areas, wildlife habitat, and important open spaces. The Project crosses checkerboard land ownership that is predominantly used for ranching. Surrounding areas support existing wind energy facilities and other infrastructure for electrical power transmission and distribution. The proposed Project would not be within the viewshed of designated scenic byways or overlooks. None of the terrestrial and avian wildlife species listed by the U.S. Fish and Wildlife Service (USFWS) as threatened, endangered, or candidate with potential to occur in Carbon County have areas of suitable habitat located within the Project ROW. USFWS recommended seasonal buffers for raptors will be adhered to on private land and BLM stipulations for the protection of big game and avian species will be adhered to on BLM-administered land, in accordance with the BLM conditions of approval for the ROW grant. The Project avoids sage-grouse core area and transmission structures are set back at least 0.25 mile from the perimeter of occupied sage-grouse leks outside core area. No BLM Areas of Critical Environmental Concern, BLM Natural Areas, or designated wilderness areas are present in the Project area. The Project also avoids the Como Bluff National Natural Landmark in the Albany County portion of the Project.

Goal 4. Retain ranching and agriculture as the preferred land uses in rural areas.

Response: The Project is compatible with existing and future ranching and agricultural operations in rural areas. Once construction is complete, the ROW would be reclaimed to the minimum footprint needed for long-term operation and maintenance of the line. This will minimize the amount of land that would be converted into a developed use and support continued ranching and agricultural activities in the Project ROW throughout the life of the Project.

Goal 5. Locate new residential developments and commercial sites in close proximity to municipalities and developed areas.

Response: The Project is not a new residential development or commercial site and as such this goal is not applicable to the Project.

Goal 6. Ensure that future land development is fiscally responsible and has adequate roads and other infrastructure.

Response: Development of the Project would be privately funded and long-term operation and maintenance of the Project would not increase demand on county services or facilities or burden county budgets. All necessary access roads and other ancillary facilities (such as the Boswell Springs substation in Albany County) would be designed, funded, and constructed by LMT, or related companies, to support long-term operation and maintenance of the Project.

Goal 7. Retain diversity of use on public lands and provide for conversion of public lands to other land uses as would benefit the orderly development of the county.

Response: The permanent ROW for the Project would occupy 92.2 acres of BLM-administered land and 24.2 acres of state land. The primary use of public lands in the Project area is for grazing. The permanent footprint of Project components would be limited to areas occupied by foundations for transmission structures and access roads, and the Project would be compatible with continued use of public lands for grazing. To the extent that forage is diminished, lessees of state lands would be compensated through Surface Impact Payments. Routing and siting for the Project ROW considered numerous routing and siting constraints (see **Section 3.1**) to support orderly development of infrastructure within the county.

Future Land Use Map Consistency

Response: The Project is located within areas designated as Rural Agricultural, Agricultural Rural Living, and Smaller Lot Rural on the Future Land Use Map (see **Attachment C-1, Map 4**) and is consistent with these designations. The Carbon County Comprehensive Land Use Plan describes the use of these areas as follows:

- Rural Agricultural Areas are to be maintained as rural lands for ranching, agriculture, mining, forestry, and related uses, and for which agriculture should be the predominant land use.
- Agricultural Rural Living Areas are intended to accommodate a moderate density, rural land use pattern and may include agricultural, limited commercial, recreational, and carefully sited industrial land uses.
- Smaller Lot Rural Areas are intended to accommodate higher densities of rural residential development, limited commercial development, and where public and recreational uses could occur. Typically growing outward from Town Expansion Areas.

Development of the Project would allow for continued use of the Project ROW for ranching and would not interfere with the goal of achieving future land use patterns for adjacent areas that are oriented toward rural residential or agricultural uses.

As shown on **Attachment C-1, Map 4**, wind energy generation is already present at the Seven Mile Hill, Dunlap, Ekola Flats, and TB Flats facilities. Other wind energy developments in the Project vicinity are in the process of being permitted (i.e., Two Rivers Ranch and Lucky Star). If these projects proceed as planned, the potential for the LMT Project to present a future land use conflict would be further diminished.

Review Criteria 2: *The proposed use shall serve a public need.*

Response: The proposed transmission line will provide for the delivery of clean renewable electricity at a cost-effective rate for energy generated within the high wind resource area of Albany County to existing and planned transmission infrastructure in the region. Once

constructed, the transmission line will allow for connection between the Boswell Springs substation and the PacifiCorp Freezeout substation. The need for this type of transmission collector system had been identified by the Wyoming Infrastructure Authority (WIA) and PacifiCorp. The WIA identified this target area for a transmission collector system and transmission export hub as part of the Wyoming Collector and Transmission System Conceptual Design (WIA 2010).

Review Criteria 3: *The proposed use should be appropriate for the proposed location and will not be detrimental to the surrounding area or to established uses.*

Response: The Project is consistent with both the current and future land uses, and was sited to minimize environmental impacts and conflicts with established uses (see **Section 3.1** above for discussion of siting criteria). The Project is located within the RAM zone district that contains rangelands predominantly used for livestock grazing. Following construction, disturbed areas no longer needed for long-term operation of the transmission line will be reclaimed. Once construction and reclamation are completed, livestock grazing will be allowed within the Project ROW. Long-term operation of the Project will have minimal impact on the surrounding area or established uses. LMT will comply with all permit conditions and terms of landowner agreements during construction and operation of the Project to minimize adverse impacts to the surrounding area and established uses.

Review Criteria 4: *The proposed conditional use should be adequately served by facilities and services including legal and physical access and circulation, water and wastewater facilities, solid waste, law enforcement, fire protection and emergency medical services.*

Response: Construction traffic will utilize existing public roads to reach the nearest access to the ROW and then travel overland within the property and ROW to access transmission structure work areas. Water required for construction will be procured from municipal sources, commercial sources, or under a temporary water use agreement with landowners holding existing water rights. All construction waste, including hazardous waste, will be disposed of at a facility authorized to accept such materials. Project construction could result in an incremental increase in demand for emergency responders during the construction period. However, LMT does not anticipate this incremental increase in demand for county services would exceed the capacity of service providers.

During Project operation, it is unlikely that facilities and services would be needed from Carbon County with the exception of response to an accident occurring during regular maintenance activities.

Review Criteria 5: *That any resulting commercial and truck traffic shall not use a residential street nor create a hazard to a developed residential area.*

Response: Truck traffic generated during construction and operation will not use residential streets nor present a hazard to developed residential areas. The Project is sited to avoid residential areas, and most Project-generated truck traffic would therefore not occur in proximity to these areas. Access for the Project will be located primarily within the Project ROW and will not include residential roads.

Review Criteria 6: *That the record owner has taken adequate steps to minimize and control potential environmental problems that might result from the proposed use.*

Response: LMT is committed to minimizing adverse impacts on the environment and local communities from the construction and operation of the Project. LMT considered numerous land use consistency and environmental criteria during routing and siting for the transmission line, to minimize crossings of steep slopes, landslide areas, floodplains, and perennial streams; to minimize conflicts with established uses; and to avoid BLM resources protected by 'controlled surface use' or 'no surface occupancy' stipulations. LMT will comply with all permit conditions and implement construction best management practices for storm water management; materials management; and solid and hazardous waste disposal, to reduce the potential for environmental problems that could arise during construction and operation of the Project.

3.3 CUP Requirements

Chapter 7, Section 7.7 of the Carbon County Zoning Resolution contains the requirements for filing an application for a CUP. For an application to be approved by the Commission and Board, the following requirements must be met:

- Pre-application meeting must be held with the Zoning Officer or their designee;
- Complete application packet must be submitted;
- Public hearing will be held with the Commission to review the Project, the Commission will then give its recommendation to the Board; and
- Public hearing will be held with the Board to determine if the Project will be approved.

LMT attended a pre-application meeting with the Carbon County Planning and Development Department on October 25, 2018, conducted an additional virtual pre-application meeting on September 28, 2021, and will attend the public hearings with the Commission and the Board. LMT will comply with the public notification process by providing the names and mailing addresses of affected property owners from which easements may be acquired to construct and operate the Project, as well as adjacent property owners, to the Carbon County staff for the mailing of notifications. LMT will also post notice signs provided by the Planning and Development Department at least 14 days before the Commission's hearing date. The locations of the signs will be approved by the Planning and Development Department prior to posting.

4.0 PROJECT PERMITS AND APPROVALS

4.1 Federal Permits and Approvals

4.1.1 BLM Right-of-Way Grant

LMT requested a ROW grant for 5.1 miles of ROW on non-contiguous parcels administered by the BLM. LMT submitted a SF-299 Application and Preliminary Plan of Development to the BLM on March 6, 2018 and executed a cost recovery agreement to process the application for a ROW grant on June 6, 2018. A revised Preliminary Plan of Development was submitted to the BLM August 17, 2018. Additional resource surveys needed to support the National Environmental Policy Act (NEPA) review and ROW grant for the Project were completed between the Spring and Fall of 2018, 2019, and 2020. A revised Preliminary Plan of Development was submitted to the BLM June 3, 2020. The ROW grant was signed by the Rawlins Field office on January 8, 2021 and received by the BLM on February 8, 2021.

4.1.2 NHPA Section 106 and ESA Section 7 Consultations

As part of the BLM NEPA review for the ROW grant, the BLM will initiate consultation with the State Historic Preservation Office under Section 106 of the National Historic Preservation Act and with the USFWS under Section 7 of the Endangered Species Act. Based on a Class III cultural resource inventory conducted for the Project, a determination of "no historic properties affected" was recommended for the Project (CRA 2018). Similarly, a determination of "no effect" to federally-listed species is anticipated based on desktop analysis and biological field surveys conducted for the Project, including for Ute ladies'-tresses orchid (ICF 2018).

4.2 State of Wyoming

LMT would sell the entirety of their wind-generated electric power solely to Rocky Mountain Power and is not a regulated public utility requiring a certificate of public convenience and necessity from the Wyoming Public Service Commission. Cost of construction of LMT would not meet the Industrial Siting Division threshold to require a permit ($230,622,000 or more). Other State permits and approvals needed to construct the Project are described below.

4.2.1 Wyoming Department of Environmental Quality

A Large Construction General Permit from the Wyoming Department of Environmental Quality covers storm water discharges from construction activities that disturb 5 or more acres. The Project will disturb greater than 5 acres and LMT will obtain a Large Construction General Permit prior to commencement of construction.

4.2.2 Wyoming Department of Transportation

The Wyoming Department of Transportation authorizes utility crossings of State Highways through application for an M-54 license. District 1 stipulates a minimum clearance of 25.5 feet for overhead transmission lines that cross State Highway, and transmission structures should be located outside the highway ROW. LMT will obtain a utility license for the crossing of State Highway 487 prior to construction.

4.3 Carbon County Non-CUP Permits and Approvals

Building permit(s) will be required from Carbon County Department of Planning and Development for Project facilities in Carbon County. An access permit from the Carbon County Road and Bridge Department is required for any new access points to County roads. The proposed transmission line crosses County Road (CR) 121 in Carbon County and LMT anticipates that an access permit will be required to access the Project from CR121. An above ground utility permit from the Carbon County Road and Bridge Department is required to construct overhead transmission line over CR 121. The applications for building permits, road access permit, and above ground utility permit will be submitted after issuance of the CUP.

5.0 PROJECT PURPOSE, NEED AND BENEFITS

5.1 Purpose and Need for the Project

The purpose of the Project is to provide for the transmission of renewable wind energy between the Boswell Springs Project in Albany County and the PacifiCorp Freezeout substation in Carbon County, Wyoming. The Project name of the "Last Mile Transmission Line" indicates the potential for this transmission line to provide the last segment of needed interconnection for wind resources in the area to reach the PacifiCorp grid.

The need for this type of transmission collector system had been identified by the WIA and PacifiCorp. The WIA identified this target area for a transmission collector system and transmission export hub as part of the Wyoming Collector and Transmission System Conceptual Design (WIA 2010).

5.2 Benefits

Benefits of the Project for Carbon County, the State of Wyoming, and its residents include economic benefits that would be realized through construction employment and expenditures, State and local sales tax revenue, property tax revenue, and state lease payments.

5.2.1 Construction Employment and Expenditures

The Project will deliver local and state employment benefits by creating an estimated average of 31 temporary jobs to the extent that labor is available over the Project construction period (see Section 7.2). Induced spending attributable to the construction workforce will increase business opportunities for local hotels, restaurants, and other retail stores and service providers in the county that will provide goods and services to the workforce.

5.2.2 Sales and Use Tax

The Project will generate increased tax revenue for state and local governments from sales and use taxes levied on taxable purchases of materials, supplies, and equipment. Taxable sales recorded in Carbon County and Albany County will be taxed at a rate of 6 percent, which includes the state tax rate of 4 percent and a county tax rate of 2 percent.

Based on the projected material cost of $8.5 million, of which $5.3 million would be recorded in Carbon County and $3.2 million would be recorded in Albany County, LMT will pay $510K in sales and use tax, distributed as follows:

- $340K to the State of Wyoming;
- $105K to Carbon County, and
- $65K to Albany County.

Induced spending by the construction workforce at local hotels, restaurants, and other businesses or retail stores will generate additional sales tax (6 percent in Carbon County and in Albany County) and lodging tax revenue (up to an additional 5%). Note, material costs are estimates based on those provided by contractors at the time of submittal and may be slightly modified prior to construction; however, tax percentages would be applied to any differences in material costs.

5.2.3 Property Tax

The Project will generate increased tax revenue for state and local governments from property taxes based on the Project's assessed value (estimated at 11.5 percent of the fair market value of the Project) and a Carbon County property tax levy of 62.5 mills, inclusive of state and county levies (31.000 mills), special school taxes (26.500 mills), and special taxes (5.000 mills). Property tax payments in Carbon County are estimated at $119K in 2025, once the transmission line is fully constructed (2024) and the project begins operations. Property tax revenue will be generated each year the Project is in operation, with revenues decreasing over time as the value of the Project assets depreciate.

These revenues would directly benefit the State School Fund, the Carbon County General Fund, Carbon County School District #2, the Medicine Bow Health District, the Medicine Bow Conservation District and other county facilities and tax districts.

5.2.4 State Lease Payments

The Project ROW crosses one section of state land in Township 23 North, Range 78 West, Section 36 and will require an easement from the Wyoming Office of State Lands and Investments. Lease payments for easements on state land are negotiated with the Wyoming Office of State Lands and Investments. The application for the easement has been preliminarily approved as of submittal of payment of 75 percent consideration of the easement fee ($60,000 of $80,000 total), submitted to OSLI on December 9, 2021. It is anticipated that final approval of the easement will occur in Q1 or Q2, 2022.

6.0 RIGHT-OF-WAY ACQUISITION

ROW grants or easements for the Project ROW will be obtained from the BLM, State of Wyoming, and private landowners. A grant for a 200-foot temporary ROW and a 150-foot permanent ROW has been approved for the portion of the transmission line that will cross federal lands administered by BLM. BLM receives ROW rental payments for those portions of the transmission line located on federal lands and reclamation bonds may also be required. See *Section 4.1, BLM Right-of Way Grant* for a summary of the status of the BLM ROW grant application.

On state and private land, LMT is requesting a 300-foot temporary ROW and a 200-foot permanent ROW. The Project ROW crosses one section of state land and will require an easement from the Office of State Lands and Investments. Easements on state lands are authorized under Chapter 3 - Easements of the Board of Land Commissioners Rules and Regulations, and an easement for overhead transmission line will be requested through application for a Non-Roadway Easement. Payment for the grant of an easement is on a negotiated basis with the Office of State Lands and Investments, and Surface Impact Payments to the Surface Lessee may also be required to offset adverse impacts of the easement to a surface lessee's lease and operations. Innergex has submitted an application for a Non-Roadway Easement with the state and the application is in-progress.

Private lands necessary for transmission line ROW generally would be obtained as easements or leases. Property owners would be compensated according to the terms of the relevant easement agreement. Copies of transmission and access easement agreements that have been executed

are included in **Attachment C-4**. Copies of BLM ROW grants that have been executed are included in **Attachment C-5.**

It is anticipated the Project facilities may need to be adjusted to address landowner concerns or engineering constraints as Project design progresses. As such, LMT requests that the Carbon County Planning Department and Board of County Commissioners allow, through staff approval, adjustments to the transmission line centerline from the locations submitted as part of this application without amending the CUP or submitting a new application. Please see **Section 8.0** for a complete list of Applicant–proposed CUP conditions.

7.0 PROJECT CONSTRUCTION, OPERATION, AND MAINTENENCE

7.1 Pre-Construction Engineering Surveys

Once a route is approved, pre-construction engineering surveys will be completed to accurately locate the centerline of the ROW and structure locations. The exact centerline will be chosen to best implement design criteria and to satisfy the mitigation measures required by the permitting agencies. Before construction surveying begins, required permits to survey on federal and state lands or right-of-entry for privately-owned land will be obtained. Structure locations will be flagged and staked, and the centerline will be flagged and staked where necessary.

7.2 Construction Equipment and Personnel

Following preconstruction activities, construction activities will include digging foundation holes, assembling and erecting structures, wire stringing, cleanup, and site reclamation. The number of workers and type of equipment expected to be used to construct the proposed transmission line are provided in **Table 3.**

Table 3 Estimated Personnel and Equipment for Transmission Line Construction

Activity	Personnel*	Equipment
Survey	3 people	2 pickup trucks
Hole Digging	2 people	1 hole digger 1 pickup truck
Pole Haul	2 people	1 pole haul truck
Structure Erection	6 people	1 line truck 1 crane 1 compressor 1 backhoe 2 pickup trucks
Conductoring	12 people	1 drum puller 4 bucket trucks 1 splicing truck 1 double-wheeled tensioner 1 wire reel trailer 1 line truck 1 sagging equipment 1 helicopter Flatbed trucks 1 dozer

Activity	Personnel*	Equipment
		2 pickup trucks
Clean-up	4 people	2 pickup trucks 1 dozer or backhoe
Rehabilitation	2 people	1 pickup truck 1 utility vehicle (UTV)

* More personnel may be used in order to meet schedule.

7.2.1 Access Roads

Transmission line construction requires the movement of vehicles along the ROW. For this Project, existing and new access roads will be used. New access roads (two-track roads) constructed for the Project would be 16-20 feet in width and would not be graveled except in isolated areas with soft ground. Access roads will be built to follow the natural terrain and reasonable means will be used to prevent washes, erosion, run-off problems, ruts or other property damage from construction of the Easement Facilities, including roads, lanes, track and paths. Where the terrain is flat, the access roads will be located within the transmission line ROW. Exceptions would be where the terrain is steep or where drainages need to be avoided. On BLM-administered land, all access routes would be generally restricted to the ROW requested for the transmission line. New access roads would be bladed to remove ruts and tracks and seeded at the end of construction, but the shape of the roads would be left in place for future maintenance of the transmission line. Access road crossings of intermittent streams would typically be constructed as drive-through dry or low water crossings involving minimal vegetation removal or earthwork (i.e., cut and fill, grading, and/or stabilization). In some instances, installation of culverts may be required for long-term access across drainages.

7.2.2 Structure Site Preparation

At each structure site, grading and leveling for equipment set up will be needed to facilitate the safe operation of equipment. In locations where guys and anchors would be required (i.e., locations of angles along the route) a radius up to 150 feet around the structure site is anticipated to accommodate the structural supports. The clearing of some natural vegetation may be required; however, selective clearing will be performed only when necessary to provide for surveying, electrical clearance, line reliability, and construction and maintenance operations.

7.2.3 Foundation Installation

Where the soil permits, a vehicle-mounted power auger or backhoe will be used to excavate foundation holes for transmission structures. In rocky areas, the foundation holes may be excavated by drilling and blasting, or special rock anchors may be installed. Within 48 hours prior to any blasting (not including weekends or holidays), notifications of date and time of such occurrences will be distributed to the local law enforcement agency, fire department, and local emergency planning committee. Blasting will require drilling holes in the area to be excavated. Conventional or plastic explosives will be used. Safeguards such as blasting mats may be used as necessary to protect adjacent property. After the hole is augured, poles will be set, backfilled, and tamped using existing spoils. Remaining spoils material will be spread on the ground.

7.2.4 Structure Assembly and Erection

Poles and associated hardware are shipped to each structure site by truck. Structure assembly and mounting of associated line hardware takes place at each site. The assembled structure is then raised and placed in the pre-dug holes.

For public protection during wire installation, guard structures are erected over obstacles such as railroads, existing power lines, and structures. Guard structures consist of H-frame poles placed on either side of the obstacle. These structures prevent ground wire, conductors, or other equipment from falling on an obstacle. Equipment for erecting guard structures includes augers, line trucks, pole trailers, and cranes. Guard structures may not be required on small roads; on such occasions, other safety measures such as barriers, flagmen, or other traffic control are used.

Next, a pilot line is pulled from structure to structure (or strung) by a vehicle and/or helicopter and threaded through the stringing sheaves at each tower. Then a larger diameter, stronger line (the pulling line) is attached to the pilot line and strung. This process is repeated until the ground wire of conductor is pulled through all sheaves.

The ground wire and conductor are strung using power pulling equipment at one end and power braking or tensioning equipment at the other end. Sites for tensioning equipment and pulling equipment are approximately 9,300 feet apart. Equipment at sites required for pulling and tensioning activities includes tractors and trailers with spooled reels that hold the conductors and trucks with the tensioning equipment. The tensioner, along with the puller, maintains tension on the ground wire of conductor. Maintaining tension ensures adequate ground clearance and is necessary to avoid damage to the ground wire, conductor, or any objects below them during the stringing operation.

7.2.5 Cleanup

Construction sites, material storage yards, and access roads will be kept in an orderly condition throughout the construction period. Excavated material will be either used as fill or properly disposed. Refuse and trash, including stakes and flags, will be removed from the sites and disposed of in an approved manner. No construction equipment oil or fuel will be drained on the ground. Oils or chemicals will be hauled to an approved site for disposal.

7.2.6 Reclamation

During construction, all reasonable efforts necessary to prohibit the germination and growth of noxious weeds will be taken and Innergex shall continuously monitor and inspect areas disturbed by use. Following construction, interim reclamation will include revegetation of temporary surface disturbance with seed mixes agreed upon with land management agencies and landowners. Appropriate site-specific seed mixes will be used where conditions vary. Salvaged native plants will be used for revegetation, if appropriate, along with seeding using landowner or agency-recommended seed mixes. Seed will be planted during the growing season following transmission line construction. Seed planting techniques will include the use of drilling, straw mulching, or hydro mulching as directed by the landowner or land management agency.

7.2.7 Operation and Maintenance

Once constructed, LMT will be responsible for the operation and maintenance of the transmission line throughout the life of the Project. Recurring inspection and maintenance will ensure the reliability of the system. As part of regular maintenance activities, ground patrols will inspect the line annually and after major weather events and unplanned outages. Routine maintenance will include tower inspections, line and insulator maintenance, repair or replacement of avian protection and perch deterrent structures, and vegetation management, if needed. Tree topping and brush thinning or clearing may be necessary to maintain clearance from the transmission line

or access to structure sites. Inspection and treatment of noxious weeds may also be necessary. ATVs, trucks, and bucket or boom trucks will be used to conduct maintenance activities. Most of the repairs identified during regular inspection will not be considered as an emergency repair and the appropriate agency or landowner will be notified prior to initiating work.

Emergency maintenance activities will occur if there is naturally caused, accidental, or intentional damage to the infrastructure, or in the case of equipment failure or any situation posing a threat to public health and safety. Crews will promptly respond to the emergency and begin conducting repairs. Every attempt will be made to contact the appropriate agency or landowner prior to emergency repairs being initiated. Any surface disturbance caused by regular maintenance or emergency repair activities will be reclaimed in accordance with agency requirements or landowner agreements.

7.3 Decommissioning and Reclamation

It is anticipated that once this Project enters operation, it will become a critical part of the transmission grid and an application to renew the grant of ROW will be filed with the appropriate government agencies well in advance of the expiration of the ROW that is currently requested. The conductor, structures, etc. would be replaced as necessary to maintain reliable operation. If necessary, restoration will consist of removing all equipment and structures, filling holes, and reseeding impacted areas.

7.3.1 Site Decommissioning

Decommissioning is a step-by-step, methodical deconstruction process, which involves removing and disposing of the Project's associated facilities and infrastructure. With some exceptions, site decommissioning involves the reverse of site construction. Decommissioning of the Project is expected to follow a standard procedure, which typically includes the following:

- All transmission towers will be dismantled and either relocated to other projects or sold for scrap value;
- Electronic equipment will be recycled whenever possible. If not, it will be disposed of in landfills or properly licensed hazardous waste facilities as appropriate (some electronics are considered hazardous waste due to the presence of heavy metals);
- Transformers and electrical control devices will be reused in other applications or sold as scrap after fluid removal;
- Tower foundations may be removed and backfilled with subsoil and topsoil;
- Land areas disturbed will be restored to a natural grade as much as possible (which includes ameliorating soil compaction that might have resulted from project uses) and reseeded or replanted with native vegetation or pasture grasses following consultation with associated landowners;
- Demolition or removal of equipment facilities will meet applicable environmental and health regulations, and economically recoverable materials will be salvaged; and
- All disturbed areas will be reclaimed and restored so prior land uses can be resumed.

7.3.2 Reclamation

After decommissioning, the disturbed areas will be reclaimed and returned to pre-Project land uses. As required by landowner use agreements or permitting agencies, final reclamation will

include regrading or re-contouring, soil amendments, reseeding disturbed areas with agreed upon seed mixes, and controlling noxious weeds. Preferred seed mixes for both interim and final reclamation will depend on the various ecological site conditions throughout the Project area and agreed terms in landowner use agreements.

8.0 CUP APPLICANT-PROPOSED CONDITIONS OF APPROVAL

In this application, LMT is providing Carbon County with the most current information available for that portion of the transmission line that is located in Carbon County and requires a Conditional Use Permit. This section presents the permitting conditions that LMT proposes in order to comply with the requirements of the CUP approval process. Because the Project has not been through final design, some materials required as part of this application are not currently available for County review. However, these materials will be provided to Carbon County prior to commencement of construction. LMT requests that the CUP be issued with appropriate conditions of approval, including the following:

1. Site Plan Approval is required through the Building Permit review process. Building permit application(s) are required and must be submitted prior to construction.
2. The Applicant will provide survey or engineering drawings to the Carbon County Planning & Development Department prior to construction.
3. If adjustments to the transmission line centerline are required beyond those described in the Conditional Use Permit application, the applicant shall:
    a. Notify the Carbon County Planning & Development Department in writing describing the proposed adjustments.
    b. Upon receipt of a notice of proposed adjustments to the transmission line centerline and access roads, the Planning Director shall approve the adjustments by issuance of a building permit\zoning certificate; or,
    c. The Planning Director shall place the notice of the proposed adjustments on the next available Planning and Zoning Commission's agenda.
    d. The Planning and Zoning Commission shall determine whether the proposed adjustments remain in general conformance with this Conditional Use Permit; or,
    e. If the proposed adjustments are significant, the applicant may be required to submit a new Conditional Use Permit Application.
4. The requirement to provide copies of the Current Notice of Valuation(s) and Current Tax Certificate(s) is waived, as this requirement is applicable to the underlying property owner(s) of the easement agreement(s) for the transmission line.

9.0 LITERATURE CITED

Cultural Resource Analysts, Inc. (CRA). 2018. Class III Cultural Resource Inventory of the Last Mile Transmission Line, Carbon and Albany Counties, Wyoming. October 5.

ICF. 2018. Ute Ladies'-tresses Orchid Survey Results for Last Mile Transmission Project. September 28.

Wyoming Infrastructure Authority (WIA). 2010. Wyoming Collector and Transmission System Conceptual Design.

PART C

Supporting Documentation

List of Attachments

ATTACHMENT C-1	PROJECT MAPS
Map 1	Project Overview Map
Map 2	Project Facilities and Landownership
Map 3	Zoning
Map 4	Future Land Use Designations
ATTACHMENT C-2	LIST OF PROPERTY OWNERS
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Table C-2.2	Property Owners Adjacent to Project ROW in Carbon County
Map 5	Adjacent Landowners
ATTACHMENT C-3	LIST OF ALIQUOT PARCELS CROSSED
Table C-3.1	List of Aliquot Parcels Crossed by Project ROW in Carbon County
ATTACHMENT C-4	TRANSMISSION AND ACCESS EASEMENT AGREEMENTS
ATTACHMENT C-5	RIGHT-OF-WAY GRANTS

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ATTACHMENT C-1
Project Maps

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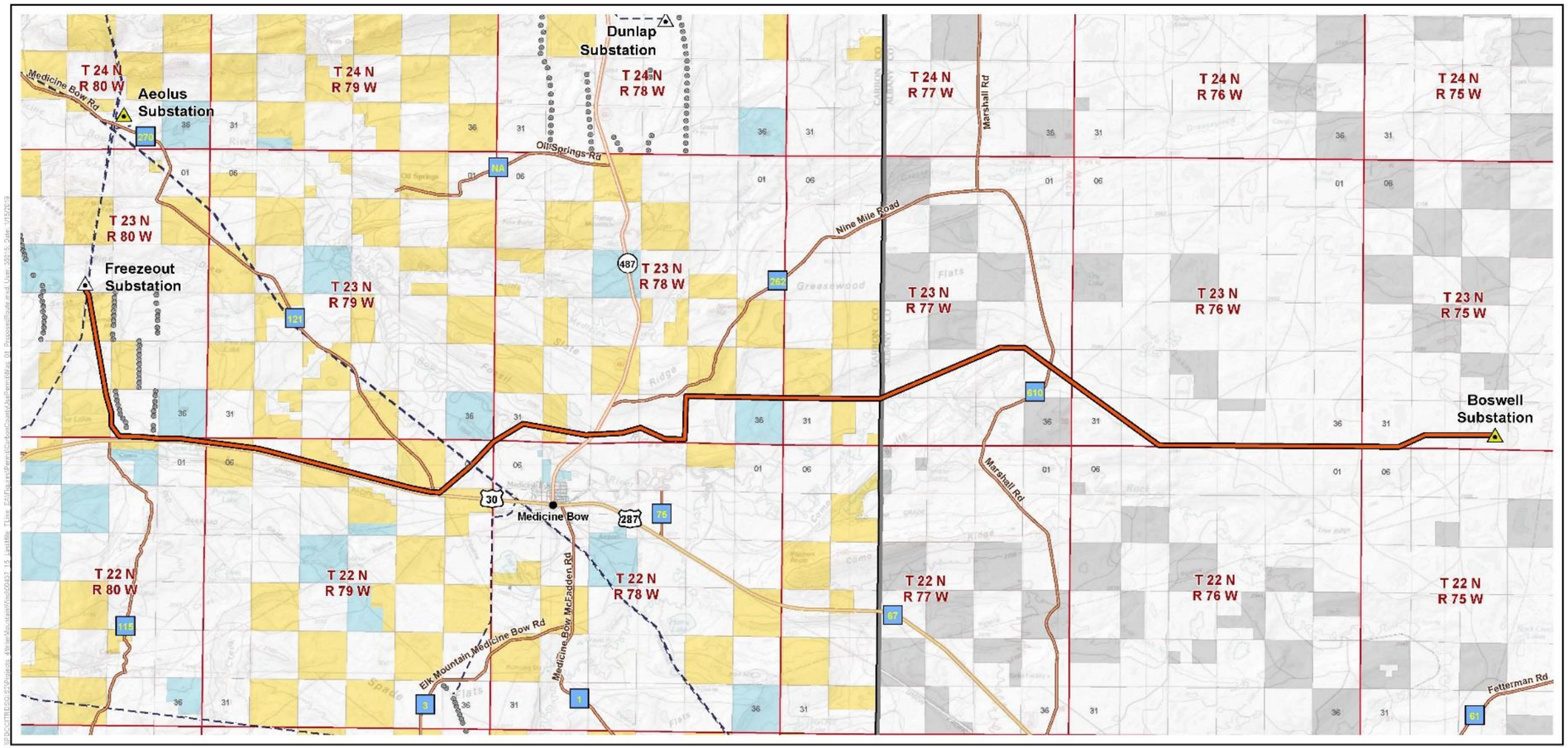

Map 1
Project Overview
PRELIMINARY

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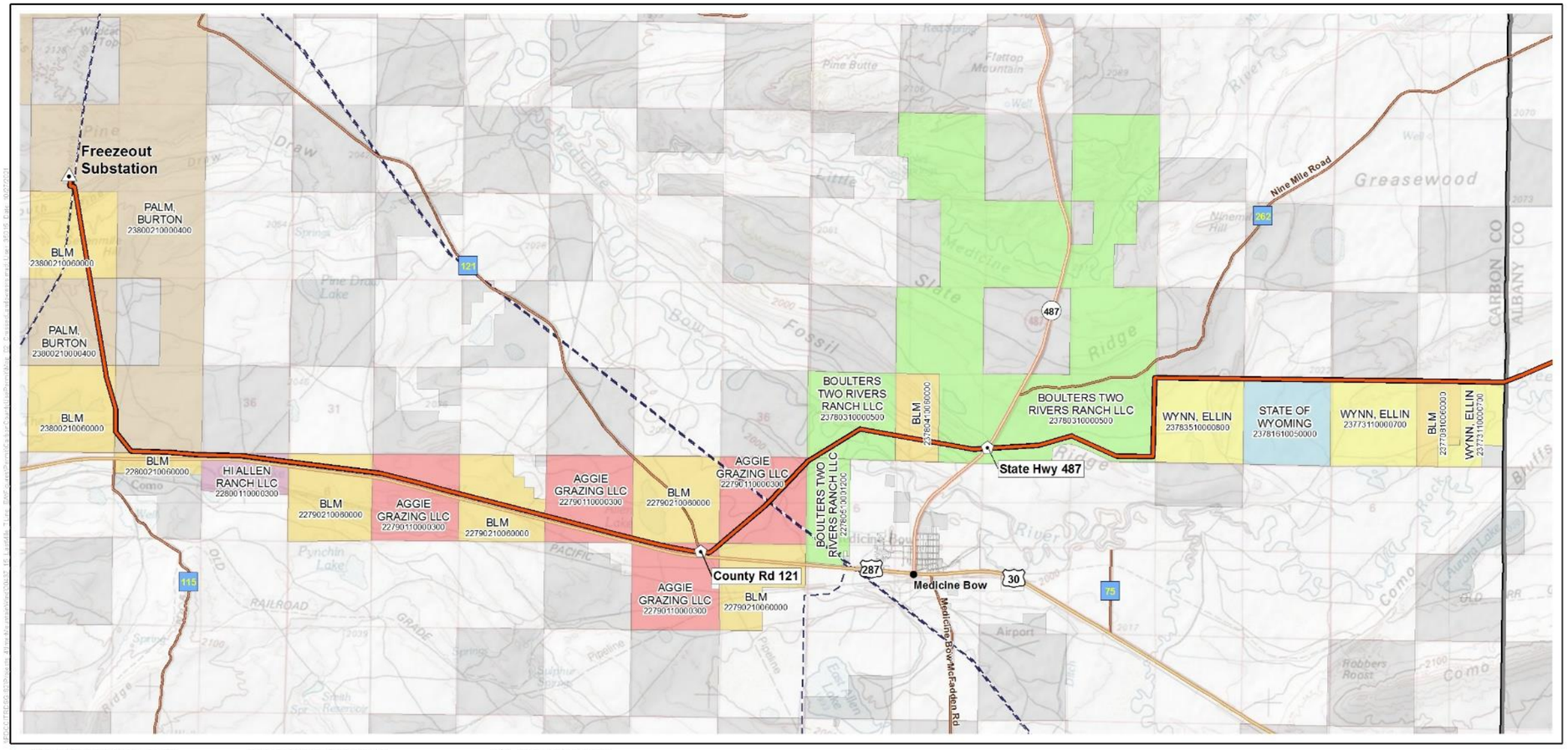

East-West (Proposed)
Authorized/Existing Substation
Existing Tranmission Line

Landowners Crossed
Aggie Grazing LLC
Boulters Two Rivers Ranch LLC
Hi Hallen Ranch LLC
Burton Palm
Ellin Wynn
Bureau of Land Management
State of Wyoming
Other Federal, State or Local

Road Crossing
U.S. Hwy
State Hwy
County Road

Source: Carbon County 2021.

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Map 2
Project Facilities and Landownership
PRELIMINARY

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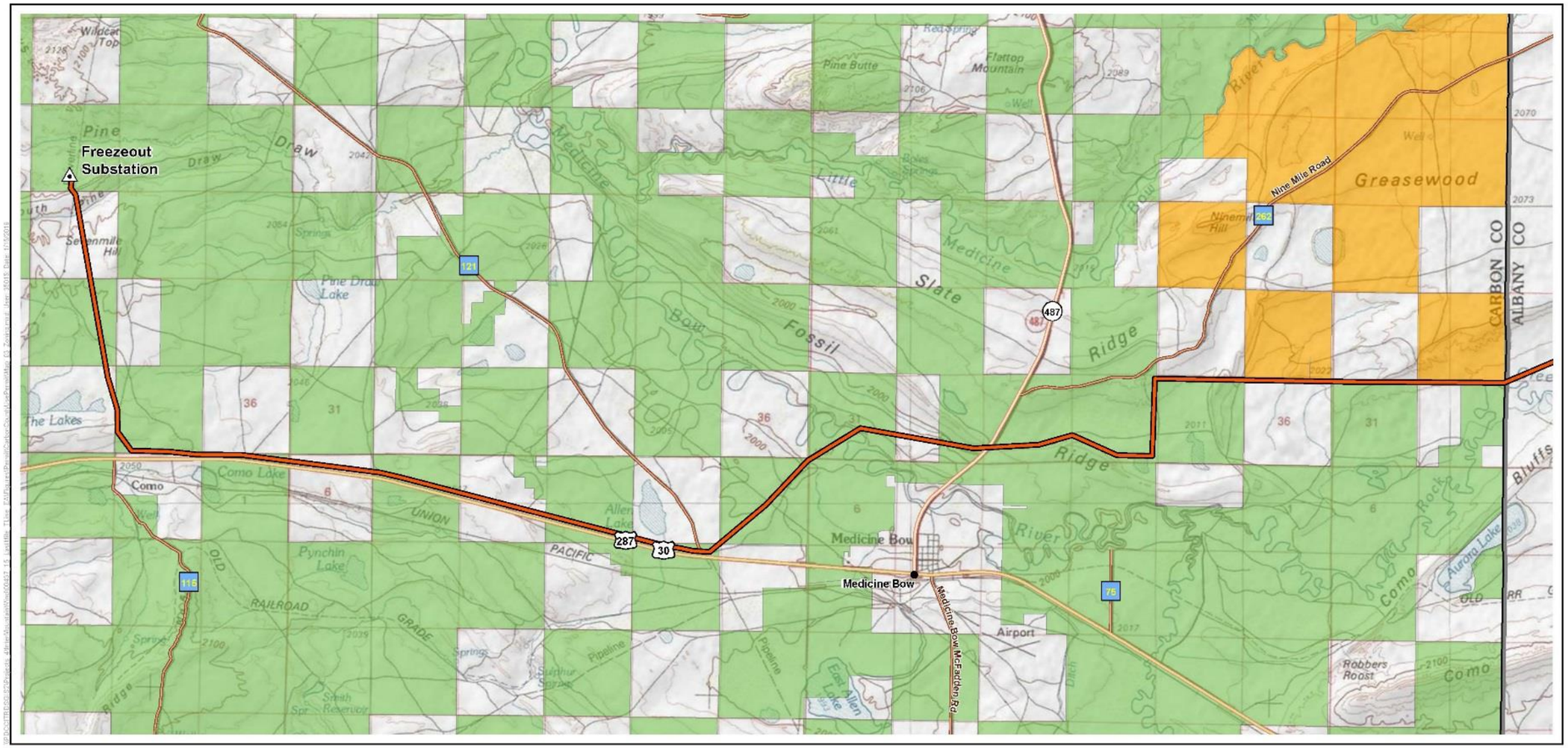

East-West (Proposed)

Authorized/Existing Substation

Zoning

RAM - Ranching, Agriculture, and Mining

PUD - Planned Unit Development

Source: Carbon County 2017.

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Map 3
Zoning
PRELIMINARY

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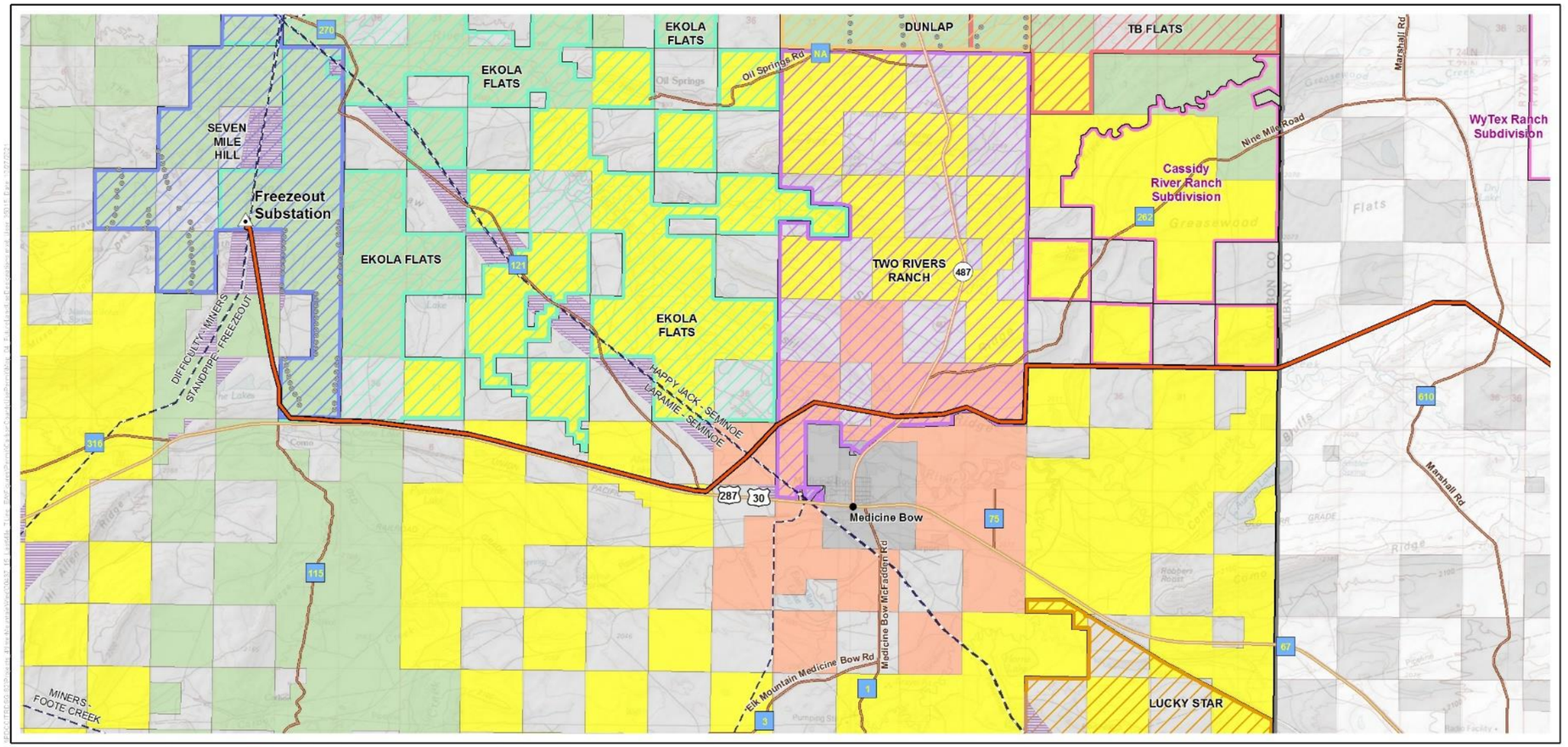

East-West (Proposed)
Authorized/Existing Substation
Existing Wind Turbine
Existing Tranmission Line
Designated Utility Corridor
Platted Subdivision

Future Land Use Designations
Smaller Lot Rural
Agricultural Rural Living
Rural Agricultural Areas
Municipality
Federal or State Land

Existing Projects
Dunlap
Ekola Flats
TB Flats
Seven Mile Hill

Projects in Permitting
Lucky Star
Two Rivers Ranch

Source: Carbon County 2012.

N
0 1 2 Miles
1:100,000

Map 4
Future Land Use Designations
PRELIMINARY

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ATTACHMENT C-2
List of Property Owners

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Property owners crossed by the Project ROW are shown on Map 2 and listed in Table C-2.1.

Table C-2.1 Property Owners Crossed by Project ROW in Carbon County, WY

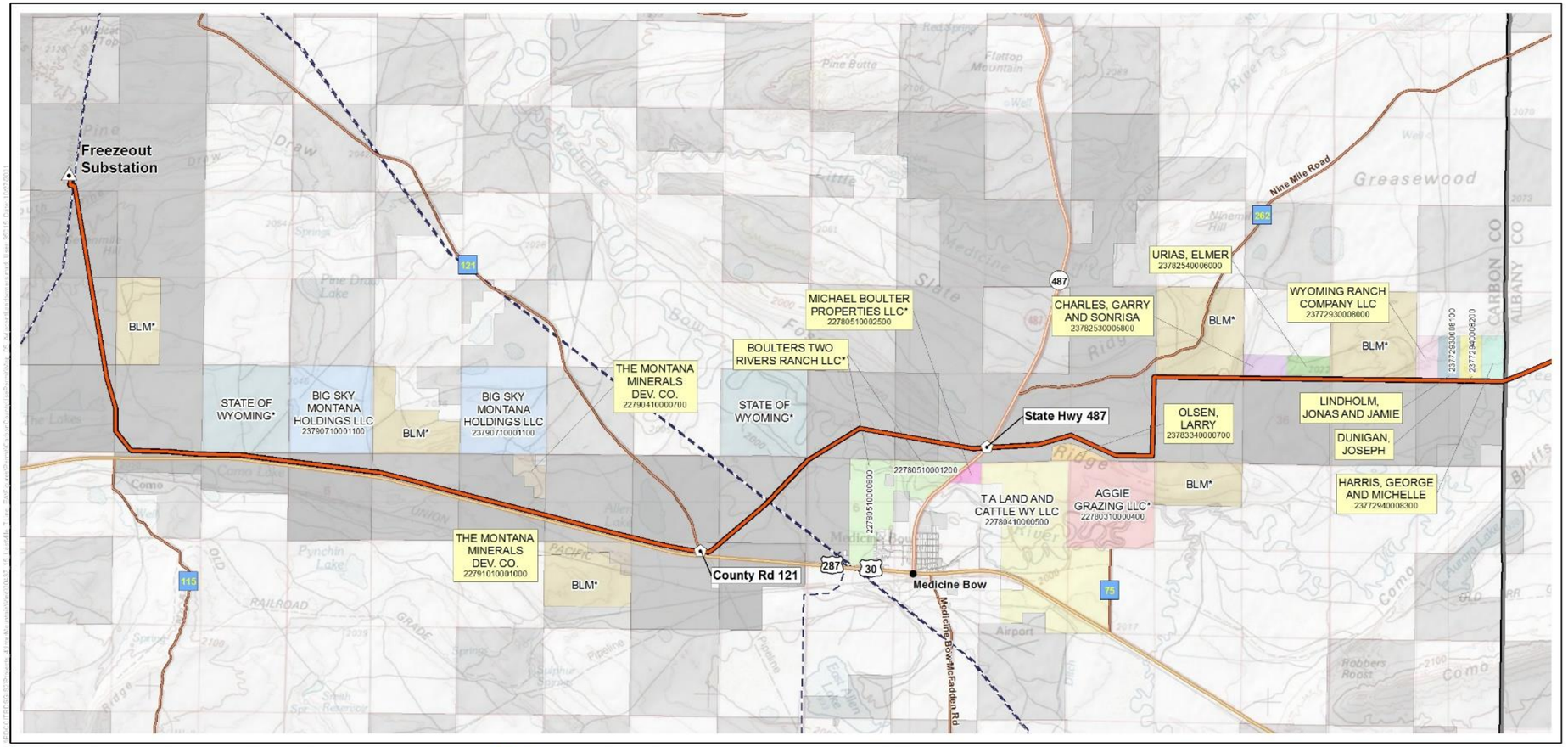
Owner	**Address**	**PIN**
Aggie Grazing LLC	141 Union Blvd Suite 310 Lakewood, CO 80228-1838	22790110000300
Boulters Two Rivers Ranch LLC	22019 CR 54 Greeley, CO 80631-9764	22780510001200
		23780310000500
Bureau of Land Management	Box 1828 Cheyenne, WY 82002	22790210060000
		22800210060000
		23770810060000
		23780410060000
Hi Allen Ranch LLC	Box 96 Medicine Bow, WY 82329	22800110000300
Palm, Burton G. Successor Trustee	PO Box 96 Medicine Bow, WY 82329-0096	23800210000400
State of Wyoming	122 W 25th Cheyenne, WY 82002	23781610050000
Wynn, Ellen	Box 188 Medicine Bow, WY 82329	23773110000700
		23783510000800

Adjacent property owners are shown on Map 5 and listed in Table C-2.2.

Table C-2.2 Property Owners Adjacent to Project ROW in Carbon County, WY

Owner	Address	PIN
Big Sky Montana Holdings LLC	PO Box 97 Ranger, TX 76470-0097	23790710001100
Charles, Garry W., and Sonrisa, Cherie	Box 324 Medicine Bow, WY 82329	23782530005800
Lindholm Jamie and Jonas	1179 W 171st Pl Broomfield, CO 80023-6519	23772930008100
Dunigan Joseph Francis Trustee	8225 Raspberry Dr Frederick, CO 80504	23772940008200
Harris, George S., and Michelle A.	1361 San Juan Ave San Jose, CA 95110-1443	23772940008300
Olsen Larry M	PO Box 742 Hanna, WY 82327-0742	23783340000700
Montana Minerals Dev Co	2870 Forbs Ave Hoffman Estates, IL 60192-3702	22790410000700 22791010001000
T. A. Land and Cattle WY LLC	PO Box 39 Medicine Bow, WY 82329-0039	22780410000500
Urias, Elmer	8190 W Spotted Eagle Court Tuscon, AZ 85757	23782540006000
Michael Boulter Properties LLC	22019 County Road 54 Greeley, CO 80631-9764	22780510002500
Wyoming Ranch Company LLC	1981 N Broadway Suite 415 Walnut Creek, CA 94596	23772930008000
Cassidy River Ranch	1981 N Broadway Suite 415 Walnut Creek, CA 94596-4643	23770510000500

- Does not include landowners that are also crossed by the Project ROW.



East-West (Proposed)
Authorized/Existing Substation
Existing Tranmission Line

Adjacent Landowners
- Aggie Grazing LLC
- Big Sky Montana Holdings LLC
- Boulters Two Rivers Ranch LLC
- Bureau of Land Management
- Garry & Sonrisa Charles
- Joseph Dunigan
- George & Michelle Harris
- Jonas & Jamie Lindholm
- Michael Boulter Properties LLC
- The Montana Minerals Development Company
- Larry Olsen
- State of Wyoming
- T A Land and Cattle LLC
- Elmer Urias
- Wyoming Ranch Company LLC
- Properties crossed by the Project
- Other Federal, State or Local

Road Crossing
U.S. Hwy
State Hwy
County Road

*Denotes an adjacent landowner that is also crossed by the Last Mile Transmission Project; these landowners are only included on the list of crossed landowners to avoid noticing them twice.

Source: Carbon County 2021.

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Map 5
Adjacent Landowners
PRELIMINARY

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ATTACHMENT C-3
List of Aliquot Parcels Crossed

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Table C-3.1 List of Aliquot Parcels Crossed by Project ROW in Carbon County

Carbon County Wyoming – 6th Meridian			
Township	**Range**	**Section**	
			Private
23N	77W	31	lot 1, N half/NE quarter, NE quarter/NW quarter
		32	N half/NE quarter
22N	78W	6	lot 4
23N	78W	31	lot 4, E half/SW quarter, N half/SE quarter;
		32	W half/SE quarter, SE quarter/SE quarter;
		33	S half/SW quarter, SE quarter;
		34	E half/NE quarter, W half/SW quarter, SE quarter/SW quarter, E half/SE quarter, SW quarter/SE quarter;
		35	N half/NE quarter, NW half/NW quarter
22N	79W	1	lots 1 and 2, S half/NE quarter, SE quarter/NW quarter, SW quarter,
		3	NW quarter/SE quarter;
		5	SW quarter, S half/NE quarter, S half/NW quarter;
		11	lots 3 and 4, S half/NE quarter, S half/NW quarter; N half/NE quarter, N half/NW quarter;
22N	80W	1	lots 1 thru 4)
23N	80W	15	SE quarter/SW quarter, SW quarter/SE quarter;
		27	NE quarter, E half/SE quarter;
		35	SW quarter/NW quarter, W half/SW quarter, SE quarter/SW quarter, S half/SE quarter
			Bureau of Land Management
23N	77W	32	N half/NW quarter
23N	78W	32	SW quarter
22 N	79W	2	S half/SW quarter, SE quarter/SE quarter;
		4	S half/NW quarter, N half/SW quarter, and N half/SE quarter;
		6	lots 1 thru 4;
		12	NW quarter/NW quarter
23N	80W	22	W half/NE quarter, NE quarter/NW quarter, and W half/SE quarter;
		34	E half/NE quarter
			State of Wyoming
23N	78W	36	N half/NE quarter, N half/NW quarter

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ATTACHMENT C-4
Transmission and Access Easement Agreements

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1/10/2022 8:00 AM
Page:1 of 9
0984789 Bk:1383 Pg:119 Carbon WY Fees:$43.00 User:CJ
eRecorded

AFTER RECORDED MAIL TO:

Last Mile Transmission, LLC
c/o Innergex Renewables USA, LLC
1100-888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel

MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT

THIS MEMORANDUM of Transmission Easement Agreement by and between **Aggie Grazing LLC**, a Delaware limited liability company, whose address is 141 Union Blvd., Suite 310, Lakewood, CO 80228 hereinafter called "**Owner**", and **Last Mile Transmission, LLC**, a Delaware limited liability company, whose address is c/o Innergex Renewable Development USA, LLC Suite 1100, 888 Dunsmuir St., Vancouver, B.C., V6C 3K4 Canada, hereinafter called "**Grantee**":

WITNESSETH: That Owner, for valuable consideration and in consideration of the covenants of the Grantee set forth in that certain non-exclusive Transmission Easement Agreement ("**Agreement**") made and entered into as of January 7, 2022 (the "**Effective Date**"), by and between the parties hereto, by these presents, does herby grant and convey unto the said Grantee, the right, among other things, to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, enlarge, inspect, protect, repair, upgrade and relocate high-voltage electric transmission facilities within a strip of land, two hundred feet (200') wide ("**Easement Area**"), with necessary appurtenances thereto, upon and under the Easement Area hereby granted (hereinafter called "**Facilities**"), situated in the County of Carbon, State of Wyoming, as more fully described on Exhibit A attached hereto.

Owner grants to Grantee the right of unobstructed ingress and egress for the purpose of providing vehicular, pedestrian, and aerial (including manned and unmanned flights) access in, on, over, through, along, upon and across the Easement Area.

The Agreement is for an initial term of five (5) years from the Effective Date and, if prior to the expiration of the initial term, Grantee provides Owner written notice of the Commencement of Construction, the term of the Agreement shall extend automatically until the earlier of (i) abandonment of the Easement Area, or (ii) a written notice of termination in accordance with the terms and conditions of the Agreement.

The Easement Area is irrevocable, and Owner has no right to terminate the Agreement, except for breach of contract including the failure to make timely payment.

Reference is hereby made to executed copies of said Agreement in possession of Owner and Grantee, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

Owner retains the right to the full use and enjoyment of the Easement Area for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee by the Agreement. Specifically, but without limiting the generality of the foregoing, the rights and privileges granted herein to Grantee shall supersede and be senior to any future grants to third parties made by Owner. Owner shall make best efforts not to grant rights or privileges to any third party or undertake or allow any activity(ies) on the property which would disturb or damage the Easement Facilities, unearth, obstruct or interfere with the operation and use of the Easement Area or Easement Facilities or endanger the lateral support to the Easement Area or Easement Facilities.

WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be entered into this January 7, 2022.

This Memorandum of Agreement may be executed in multiple counterparts, but all the counterparts, taken together, shall be deemed one instrument. This Memorandum of Agreement executed by the parties hereto as of the date of acknowledgment of their respective signatures but shall be deemed effective for all purposes as of the Effective Date stated above.

(Remainder of page intentionally left blank. Signature and notary pages follow.)

WHEREOF witness my hand as of the day and year first above written.

OWNER:
AGGIE GRAZING LLC

By: William John DeCooman Jr.
Its: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF COLORADO }

COUNTY OF JEFFERSON }

On this 7th day of January, 2022, before me, the undersigned authority, personally appeared William John DeCooman Jr. as Chief Executive Officer of Aggie Grazing LLC, a Delaware limited liability company, personally known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

Notary Signature Katharine J Multer

(Affix Notarial Seal/Stamp Above)

My Commission Expires: 3/4/25

Katharine J Multer
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20084005039
MY COMMISSION EXPIRES March 4, 2025

WHEREOF witness my hand as of the day and year first above written.

GRANTEE:
LAST MILE TRANSMISSION, LLC

_____

By: David Little

Its: VP + Managing Director - USA

ACKNOWLEDGEMENT

_____ }

_____ }

On this _____ day of January, 2022, before me, the undersigned authority, personally appeared _____ as _____ of Last Mile Transmission, LLC, personally known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Signature_____

(Affix Notarial Seal/Stamp Above) My Commission Expires:

See attached CA acknowledgment

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 San Diego }

On 1/7/22 (Date) before me, RITA CANNAVA, Notary Public (Here Insert Name and Title of the Officer),

personally appeared David Little (Name(s) of Signer(s))

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.

RITA CANNAVA
Notary Public - California
San Diego County
Commission # 2373588
My Comm. Expires Sep 3, 2025

Place Notary Seal and/or Stamp Above

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.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

EXHIBIT A

Attached to and made a part of that certain Memorandum of Transmission Easement Agreement dated January 7, 2022, between Aggie Grazing LLC, as Owner, and Last Mile Transmission, LLC as Grantee.

PROPERTY

THE PROPERTY AS MORE PARTICULARLY DESCRIBED IN THE FOLLOWING:

TOWNSHIP 22 NORTH, RANGE 79 WEST, 6TH P.M., CARBON COUNTY, WYOMING
SECTION 1: LOT 1 AND SOUTH ½ NORTHEAST ¼, NORTHEAST ¼ SOUTHWEST ¼, SOUTH ½ SOUTHWEST ¼ AND
NORTHWEST ¼ SOUTHEAST ¼
SECTION 3: SOUTHWEST ¼ AND SOUTH ½ SOUTHEAST ¼
SECTION 5: LOTS 3 AND 4, SOUTH ½ NORTHEAST ¼ AND SOUTH ½ NORTHWEST ¼
SECTION 11: NORTH ½ NORTHEAST ¼ AND NORTH ½ NORTHWEST ¼
BEING PART OF PIDN: 22790110000300

EASEMENT AREA

EASEMENT AREA AS MORE PARTICULARLY DESCRIBED IN THE FOLLOWING:

A strip of land for transmission line purposes 200.00 feet wide over, under, and across that part of Government Lot 1 and the South Half of the Northeast Quarter, the Northeast Quarter of the Southwest Quarter, the South Half of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, all in Section 1, Township 22 North, Range 79 West, 6th Principal Meridian, Carbon County, Wyoming, lying 100.00 feet on both sides of the following described centerline:

> Commencing at the northeast corner of said Section 1;
> thence South 00 degrees 32 minutes 59 seconds West, along the east line of Government Lot 1 of said Section 1, a distance of 163.90 feet to the Point of Beginning;
> thence South 45 degrees 27 minutes 44 seconds West, a distance of 7252.04 feet to a point on the south line of the Southwest Quarter of said Section 1, said point bears South 89 degrees 33 minutes 18 seconds East, a distance of 153.61 feet from the Southwest Corner of said Section 1, and said centerline there terminating.

Containing 1,450,409 square feet, more or less, or 33.297 acres, more or less, and said centerline being 439.5 rods in length.

Together with a temporary construction easement, 100.00 feet in width, lying southeasterly of and abutting the hereinbefore described 200.00 wide strip of land.

Containing 695,150 square feet, more or less, or 15.958 acres, more or less.

The sidelines of said transmission line easement and temporary construction easement shall be prolonged or shortened to terminate on the east line of Government Lot 1 of said Section 1 and the south line of the Southwest Quarter of said Section 1.

All bearings, distances, and areas shown hereon are grid and based on the NAD83(2011) Wyoming State Plane Coordinate System, East Zone. A combined scale factor of 0.99973341 was calculated for the project.
A strip of land for transmission line purposes 200.00 feet wide over, under, and across that part of the Southwest Quarter and the South Half of the Southeast Quarter, all in Section 3, Township 22 North, Range 79 West, 6th Principal Meridian, Carbon County, Wyoming, lying 100.00 feet on both sides of the following described centerline:

> Commencing at the southeast corner of said Section 3;
> thence North 00 degrees 55 minutes 55 seconds East, along the east line of the Southeast Quarter of said Section 3, a distance of 314.96 feet to the Point of Beginning;
> thence North 75 degrees 45 minutes 27 seconds West, a distance of 5453.70 feet to the west line of the Southwest Quarter of said Section 3, said point bears South 01 degree 02 minutes 00 seconds West, a distance of 1013.91 feet from the west quarter corner of said Section 3, and said centerline there terminating.

Containing 1,090,741 square feet, more or less, or 25.040 acres, more or less, and said centerline being 330.5 rods in length.

Together with a temporary construction easement, 100.00 feet in width, lying northerly of and abutting the hereinbefore described 200.00 wide strip of land.

Containing 545,342 square feet, more or less, or 12.519 acres, more or less.

The sidelines of said transmission line easement and temporary construction easement shall be prolonged or shortened to terminate on the east line of the Southeast Quarter of said Section 3 and the west line of the Southwest Quarter of said Section 3.

All bearings, distances, and areas shown hereon are grid and based on the NAD83(2011) Wyoming State Plane Coordinate System, East Zone. A combined scale factor of 0.99973341 was calculated for the project.

A strip of land for transmission line purposes 200.00 feet wide over, under, and across that part of Government Lots 3 and 4, the South Half of the Northwest Quarter, and the South Half of the Northeast Quarter, all in Section 5, Township 22 North, Range 79 West, 6th Principal Meridian, Carbon County, Wyoming, lying 100.00 feet on both sides of the following described centerline:

Commencing at the east quarter corner of said Section 5;
thence North 00 degrees 44 minutes 38 seconds East, along the east line of the Northeast Quarter of said Section 5, a distance of 284.99 feet to the Point of Beginning;
thence North 75 degrees 44 minutes 47 seconds West, a distance of 4935.97 feet to a point herein referred to as point "A";
thence North 77 degrees 58 minutes 19 seconds West, a distance of 517.76 feet to a point on the west line of the Northwest Quarter of said Section 5, said point bears South 00 degrees 40 minutes 12 seconds West, a distance of 1072.50 feet from the northwest corner of said Section 5, and said centerline there terminating.

Containing 1,090,747 square feet, more or less, or 25.040 acres, more or less, and said centerline being 330.5 rods in length.

Together with a temporary construction easement, 100.00 feet in width, lying northerly of and abutting the hereinbefore described 200.00 foot wide strip of land, AND INCLUDING an area which lies within the circumference of a circle having a radius of 400.00 feet, the center of said circle being the hereinbefore described point "A," EXCEPTING therefrom that part which falls within the hereinbefore mentioned 200.00 foot strip of land AND EXCEPTING that part which falls within the US Highway 30/287 road right of way.

The sidelines of transmission line easement and temporary construction easement shall be prolonged or shortened to terminate on the east line of the Northeast Quarter of said Section 5 and the west line of the Northwest Quarter of said Section 5.

Containing 695,121 square feet, more or less, or 15.958 acres, more or less.

All bearings, distances, and areas shown hereon are grid and based on the NAD83(2011) Wyoming State Plane Coordinate System, East Zone. A combined scale factor of 0.99973341 was calculated for the project.

A strip of land for transmission line purposes 200.00 feet wide over, under, and across that part of the North Half of the Northeast Quarter and the North Half of the Northwest Quarter, all in Section 11, Township 22 North, Range 79 West, 6th Principal Meridian, Carbon County, Wyoming, lying 100.00 feet on both sides of the following described centerline:

Commencing at the northeast corner of said Section 11;
thence South 00 degrees 44 minutes 09 seconds West, along the east line of the Northeast Quarter of said Section 11, a distance of 154.30 feet to the Point of Beginning;
thence South 45 degrees 27 minutes 44 seconds West, a distance of 599.45 feet to a point herein referred to as point "A";
thence North 85 degrees 31 minutes 43 seconds West, a distance of 1173.74 feet to a point herein referred to as point "B";
thence North 79 degrees 09 minutes 43 seconds West, a distance of 2080.67 feet to a

point herein referred to as point "C";
thence North 75 degrees 47 minutes 43 seconds West, a distance of 450.79 feet to a point on the north line of the Northwest Quarter of said Section 11, said point bears South 89 degrees 44 minutes 18 seconds East, a distance of 1259.15 feet from the northwest corner of said Section 11, and said centerline there terminating.

Containing 860,930 square feet, more or less, or 19.764 acres, more or less, and said centerline of being 260.9 rods in length.

Together with a temporary construction easement, 100.00 feet in width, lying northerly of and abutting the hereinbefore described 200.00 foot wide strip of land, AND INCLUDING three areas each of which lies within the circumference of a circle each having a radius of 400.00 feet, the center of each circle being the hereinbefore described points "A," "B," and "C" respectively. EXCEPTING THEREFROM that part which falls within the hereinbefore mentioned 200.00 foot strip of land AND EXCEPTING that part which falls within the US Highway 30/287 and County Road 121 road rights of way.

Containing 737,771 square feet, more or less, or 16.937 acres, more or less.

The sidelines of said transmission line easement and temporary construction easement shall be prolonged or shortened to terminate on the east line of the Northeast Quarter of said Section 11, the north line of the Northeast Quarter of said Section 11, and the north line of the Northwest Quarter of said Section 11.

All bearings, distances, and areas shown hereon are grid and based on the NAD83(2011) Wyoming State Plane Coordinate System, East Zone. A combined scale factor of 0.99973341 was calculated for the project.

Being part of PIDN: 22790110000300

I8041525_v1

0970197 Bk:1317 Pg:94 Carbon WY 5/11/2018 9:53 AM Page:1 of 14 Fees:$51.00 User:BP

eRecorded

AFTER RECORDED MAIL TO:

Last Mile Transmission, LLC
c/o Alterra Power Corp.
1100-888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel

TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION

This TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION (this "**Agreement**") is made and entered into effective as of May 8, 2018 (the "**Effective Date**") by and between Boulter's Two Rivers Ranch, LLC, a Wyoming limited liability company, , with mailing address of 22019 WCR 54, Greeley, Colorado 80631, and William P. Bailey and Debra Bailey, husband and wife, with mailing address of 26502 WCR 46, Kersey, Colorado 80644 (whether one or more, referred to herein as "**Owner**"), and Last Mile Transmission, LLC, a Delaware limited liability company, with mailing address of c/o Alterra Power Corp., Suite 1100, 888 Dunsmuir St., Vancouver, B.C., V6C 3K4 Canada ("**Grantee**"). Owner is the sole owner of certain real property located in Carbon County, Wyoming more particularly described in Exhibit A attached hereto and made part hereof (the "**Property**").

1. Non-Exclusive Transmission Easement and Exclusive Rights Area Option. For good and valuable consideration, the legal receipt and sufficiency of which are hereby acknowledged by Owner, Owner grants to Grantee a non-exclusive easement (subject to the provisions of this Agreement) (the "**Transmission Easement**") on, along, over, under and across the portion of the Property as more particularly described in Exhibit B attached hereto and made part hereof ("**Easement Area**"), for the right to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, enlarge, inspect, protect, repair, upgrade and relocate within the Easement Area the following improvements and facilities from time to time, in, on, through, along, upon, over, under and across the Easement Area: towers, poles or structures (made of wood, metal, concrete or other materials), with such wires, conductors, and cables as from time to time are suspended therefrom, and/or above ground or underground wires, conductors, conduit and cables, in each case for any and all present and future transmission and /or distribution of electrical energy and/or for telecommunication and telemetry purposes (including, without limitation, multiple lines and related facilities and structures), and all necessary and proper above- or under-ground foundations, footings, guy wires, anchors, grounding systems, crossarms and other appliances, fixtures and facilities (including junction and splice boxes) for use in connection with the foregoing.

a. All of the improvements and facilities described above are herein collectively called the "**Easement Facilities**." All Easement Facilities shall constitute and shall at all time remain the sole property of Grantee regardless of how they are affixed to the Property. Owner shall have no ownership or other interest in the Easement Facilities or related facilities installed or located on the Property by or on behalf of Grantee, and Grantee may erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter,

improve, extend, enlarge, inspect, protect, repair, upgrade and relocate within the Easement Area any or all of the Easement Facilities and related facilities at any time.

b. Owner hereby further grants Grantee the irrevocable option, to be exercised at any time within the Initial Term defined below in Section 6 (the "**Easement Option Period**"), to obtain and designate up to a 200 foot portion of the Easement Area as an exclusive easement for the Easement Facilities (the "**Exclusive Rights Area**"). Grantee may exercise this irrevocable option during the Easement Option Period by giving notice in writing to Owner. Immediately thereafter Owner and Grantee shall execute and record for no additional consideration a supplement to this Agreement that designates an Exclusive Rights Area to be more particularly described on Exhibit B-1, which Exhibit B-1 shall be attached to, made a part of, and recorded with the supplement and which shall supersede Exhibit B of this Agreement. From and after Grantee's designation of an Exclusive Rights Area, the Easement Area shall be deemed limited to the Exclusive Rights Area.

2. Access Easements. Owner grants to Grantee the right of unobstructed ingress and egress for the purpose of providing vehicular, pedestrian, and aerial (including manned and unmanned flights) access over the Property to and from the Easement Area and Easement Facilities, and all other similar facilities owned by Grantee (whether such facilities are or are to be located on the Property or elsewhere). For vehicular and pedestrian access, access shall be by means of roads, lanes, tracks and paths thereon, if existing, or otherwise by such route or routes as Grantee may construct, at Grantee's cost, from time to time including the right to construct, maintain, and use a right of way suitable for access by Grantee vehicles or those of Grantee's agents or contractors, to, from, in, on, over, through, along, upon and across the lands described as the Property. For aerial access, access shall be by means of any direct route over and across the Property. The access easements set forth in this paragraph are herein collectively referred to as the "**Access Easement**," and together with the Transmission Easement, the "**Easements**." Grantee shall also have the right, but not the obligation, to maintain and improve any such roads, lanes, tracks and paths within the Access Easement.

3. Easement Rights. The Easements shall also include the present and future right to: (i) enter on the Property at any time during the Initial Term to conduct inspections, tests, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission studies, archeological assessments, land surveying, title examinations, site engineering, and such other activities as Grantee reasonably deems necessary or appropriate for determining whether the Property is or remains suitable for Grantee's permitted purposes under this Agreement, including, but not limited to, intrusive tests; (ii) permit any other person or entity to attach wires, conductor, cables or conduits or other Easement Facilities to the Grantee's Easement Facilities within the Easement Area; (iii) cut down, trim, remove and otherwise control, using herbicides or tree growth regulators or other means, all trees, overhanging branches, vegetation or brush within the Easement Area and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, all non-structure supported crops more than ten (10) feet in height, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than ten (10) feet in height; (iv) cut down, trim or remove trees situated on lands of Owner which adjoin the Easement Area when in the opinion of Grantee those trees may endanger the safety of or interfere with the Easement Facilities or ingress

or egress to, from or along the Easement Area and (v) do anything necessary, useful or convenient for the enjoyment of the Easements.

4. Construction Activities. During any construction of Easement Facilities or any allowed construction in connection with the Access Easement, Grantee may use an additional one hundred feet of land, in total (fifty (50) feet on either side of the Easements), to the extent such land is part of the Property (the "**Temporary Construction Area**") for construction activities, construction staging and material laydown. Grantee agrees to minimize surface disturbance or damage to the Temporary Construction Area during construction. To the extent such disturbance or damage occurs, Grantee agrees to repair and restore such property to its former condition. Grantee shall notify Owner of the commencement and completion of any construction on the Property.

5. Consideration. As consideration for the Easements and other rights granted herein, during the Initial and Additional Term, Grantee shall make payments to Owner as set forth on the Fee Schedule attached hereto as Exhibit C (the "**Fee Schedule**"), provided, however, that Owner and Grantee agree and acknowledge that when this Agreement is recorded, the Fee Schedule shall not be recorded, and such lack of recording of the Fee Schedule shall not impair or negate the validity of the Fee Schedule as between the Owner and the Grantee.

6. Term and Termination. Subject to the terms and conditions of this Agreement, the term of this Agreement shall begin on the Effective Date and continue thereafter for an initial period of five (5) years (the "**Initial Term**"), unless terminated by Grantee by written notice to Owner. Grantee must commence construction of the Easement Facilities prior to the expiration of the Initial Term or this Agreement shall automatically terminate. Prior to the expiration of the Initial Term, Grantee shall provide written notice of the commencement of construction and this Agreement shall automatically be extended for an additional term ending on the earlier of (i) the date that is sixty-five (65) years from the commencement of construction, or (ii) the date in which the agreement is terminated by Grantee by written notice to Owner that is recorded in the real property records (the "**Additional Term**"). As used herein, "**commence construction**" or "**commencement of construction**" shall mean the point at which permanent physical work of a significant nature begins in connection with the Easement Facilities. Upon the termination of this Agreement, unless Owner and Grantee agree in writing to extend this Agreement, Grantee shall remove the Easement Facilities to the following standards:

a. Roads: To the extent that Owner desires that roads constructed by Grantee pursuant to Section 2 hereof be removed, such roads shall be removed from the Property and Grantee shall ensure that any holes or cavities in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property.

b. Underground Lines: For all underground wires, conductors, conduit or cables installed less than four (4) feet below the grade of the land, such items shall be removed from the ground. Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property. All underground wires, conductors, conduit or cables installed four (4) feet or more below the grade of the land may be abandoned in place. All splice and junction boxes shall be removed from the Property.

c. Overhead power and/or communication facilities (if any) shall be removed from the Property, provided, however, that any foundations may remain in place for all portions of the foundation below four (4) feet from the grade of the land.

7. Character of Easements. This Agreement and the Easements shall run with the Property. This Agreement and the Easements 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 by, through or under them. Any sale or other transfer of the Property by Owner shall be subject to this Agreement and the Easements. The Easements are irrevocable, and Owner has no right to terminate this Agreement. Owner further agrees with respect to the Easements that (a) no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof except upon recordation by Grantee of a quitclaim deed or other release or termination instrument specifically terminating the Easements or conveying the Easements back to Owner; (b) non-use of the entirety of the Easements and/or Easement Area shall not prevent the future use of the entire scope thereof in the event the same is needed; and (c) no use of or improvement to the Property or any lands benefited by the Easements, and no transfer of the Easements shall, separately or in the aggregate, constitute an overburdening of the Easements.

8. Assignment. Grantee may assign this Agreement or its rights with respect to the Easements at any time, in whole or in part, to an affiliate, a financing entity or an entity taking ownership of all or any part of the wind project served by the Easement Facilities or Easements or transmission lines that serve such wind project, or any user or potential user of any transmission line or lines in connection with this or any other wind project, or any public utility, without the need for Owner's consent. Grantee shall have the right to make a partial conveyance or assignment of the Easements to two or more such persons or entities as tenants-in-common or a grant of license or other use rights who shall have the right to jointly use any Easement Facilities and/or Easements for the purposes permitted under this Agreement. The assignor under any assignment hereunder shall be released from obligations and liabilities accruing after the date such obligations and liabilities are assumed by the assignee, to the extent assumed by the assignee.

9. Compliance with Laws; Costs. Grantee shall comply in all material respects with all laws, regulations and rules governing the erection, installation, construction, reconstruction, replacement, removal, maintenance, operation, use, alteration, improvement, extension, enlargement, inspection, protection, repair, upgrade and relocation of the Easement Facilities. Owner agrees to cooperate fully and promptly with Grantee at no out-of-pocket cost to Owner, and to join in all applications for permits, licenses and governmental approvals or requests for other instruments which Grantee may deem necessary or desirable for purposes of the intended use of the Easements or the development of the Easement Area or the Property. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, relocation, enlargement, maintenance, operation and use of the Easement Facilities, including the trimming and cutting of any trees and underbrush, shall be borne by Grantee without cost to Owner.

10. Owner's Right to Use the Property. Owner retains the right to use the Property for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee by this Agreement. Specifically, but without limiting the generality of the foregoing, (i) Owner shall not undertake or allow any digging, tunneling or other form of construction activity on the Property which would disturb or damage the Easement Facilities, unearth, obstruct or interfere

with the operation and use of the Easements or Easement Facilities or endanger the lateral support to the Easement Area or Easement Facilities or prevent Grantee from designating and using an Exclusive Rights Area, (ii) Owner shall not grant other persons easement rights in any non-exclusive Easement Area without Grantee's consent, which consent will not be unreasonably withheld, and (iii) Owner shall not grant other persons easement rights in the Property outside of the Easement Area or other property owned by Owner if such easement rights shall in any way interfere with the easement rights granted Grantee under this Agreement.

11. Indemnity. 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 for personal injuries and property damage outside the Easement Area, to the extent proximately caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors, employees, licensees and invitees. 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 for personal injuries and property damage to the extent proximately caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors, employees, licensees and invitees.

12. Quiet Enjoyment. Owner represents and warrants to Grantee that Owner has good title to the Property and the Easement Area and warrants title to and quiet enjoyment of the Easements and the Easement Area by Grantee and Grantee's employees, members, managers, agents, licensees, contractors, subcontractors, lessees, sublessees, mortgagees, successors, and assigns against the claims and demands of all persons whomsoever. Owner shall cooperate with Grantee to obtain a subordination or non-disturbance agreement or other appropriate agreement as determined by Grantee in Grantee's sole discretion from any party that holds a lien, easement, lease, mortgage, deed of trust, mineral or oil and gas right, surface use right, option to purchase or lease, or any other encumbrance or exception to Owner's fee title ownership of the Property, recorded or unrecorded (collectively, "**Liens**"), prior to the date of recordation of this Agreement in the public records. Owner agrees to satisfy and pay when due all obligations under any Lien affecting the Property including any taxes and assessments. If Owner fails to satisfy and pay when due all obligations under any Lien, Grantee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the holder of the Lien and may offset the amount of such payments from amounts due Owner under this Agreement or seek reimbursement from Owner, which amounts Owner agrees to promptly pay upon written demand.

13. Financing. Grantee may, at any time and without the consent of Owner, grant to any persons or entities (herein, together with that persons or entities successors and assigns, a "**Lender**", whether one or more) one or more mortgages, deeds of trusts, liens, security interests or collateral assignments in all or any part of Grantee's Easement interests and other rights under this 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 following provisions of this Section 13, upon delivery to Owner of written notice of Lender's name and address.

a. Consent to Modification, Termination or Surrender. So long as any Mortgage remains in effect and Owner has received prior written notice of such Mortgage, this Agreement shall not be modified, and, except as provided in Section 1.b. with regard to Grantee's

designation of an Exclusive Rights Area, Owner shall not accept a surrender of any of the Easement Area or a termination or release of this Agreement, without the prior consent of the Lender.

b. Lender Rights. Lender shall have the absolute right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Lender shall be as effective as if done by Grantee itself. Following acquisition of Grantee's easement interest hereunder by a Lender or its assignee or designee as a result of foreclosure of Grantee's easement interest or assignment of Grantee's easement interest in lieu of foreclosure, or by a purchaser of Grantee's easement interest at a foreclosure sale, this Agreement shall continue in full force and effect and a Lender or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of any defaults hereunder and thereafter diligently process such cure to completion; provided, however, a Lender or other party acquiring title to the easement estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults shall be deemed waived by Owner as to any party acquiring title to the easement estate upon completion of foreclosure proceedings or acquisition of Grantee's interest in this Agreement by such party. Upon the subsequent sale or other transfer by a Lender or other acquiring party of the easement interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, a Lender or other acquiring party shall have no further duties or obligations hereunder arising after the effective date of such subsequent sale or other transfer. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement.

c. Cooperation. Owner, upon written request of Grantee or any Lender, shall promptly execute any estoppel certificates (certifying as to such matters as Grantee may reasonably request, including that no default then exists under this Agreement, if such be the case), affidavits of title, consents to assignments or additional documents, which may be reasonably necessary for recording purposes by Grantee or a Lender. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Lender for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Lender's security interest, at no out-of-pocket cost to Owner and which does not materially increase the obligations of Owner hereunder.

14. Notices. Any communications, requests, demands, notices or other communication between the parties hereto either required or given under this Agreement, including all documents delivered pursuant to this Agreement, shall be in writing and given to each of the other parties hereto at the addresses set forth for such party in this Section 14 and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic or digital transmission method; the business day after it is sent, if sent for next business day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express or UPS); and upon receipt, if sent by certified or registered mail, return receipt requested. Any party may change its address for notice set forth in this Section 14, from time to time, by providing notice thereof to each of the other parties hereto. Notice addresses are as follows:

If to Owner, to:

Boulters Two Rivers Ranch
22019 WCR 54
Greeley, Colorado 80631
Attn: Mike Boulters
Email: ncesmadtat53@msn.com

and

William P. Bailey and Debra Bailey
26502 WCR 46
Kersey, Colorado 80644
Email: pdb2rr@gmail.com

If to Grantee, to:

Last Mile Transmission, LLC
c/o Alterra Power Corp.
Suite 1100, 888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel
Email: generalcounsel@alterrapower.ca

15. Confidentiality. During the term of this Agreement, including any renewals and extensions, Owner agrees that the terms, conditions and contents of Exhibit C, any documentation or information provided by Grantee to Owner in connection with Exhibit C and any payment made by Grantee hereunder (the "Confidential Information"), shall be kept strictly confidential subject to state or federal laws that require disclosure or reporting of any of the foregoing Confidential Information; provided, however, Owner may disclose the contents of Exhibit C to Owner's attorneys, accountants and other professionals, as well as Owner's immediate family, so long as said persons are made aware of this confidentiality provision and such persons expressly agree to keep such documentation and information confidential, it being understood and agreed that such disclosure is not a waiver of this confidentially provision, but an extension thereof to such authorized recipients. In no event shall any unauthorized disclosure of any Confidential Information be used for any purpose whatsoever, including without limitation the basis for any oral or written statement, testimony, appraisal, report, conclusion, opinion or other representation regarding the Confidential Information. The terms and conditions of this confidentially provision are a material inducement to Grantee entering into this Agreement. The parties acknowledge and agree that the consideration given Owner herein is for the Transmission Easement, the option, the Access Easement, the Temporary Construction Area, this confidentiality provision, and all other rights and privileges granted herein, and was negotiated in order to avoid any litigation.

16. Legal Matters.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming, excluding the choice of law provisions thereof.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

(c) **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.** In the event of a dispute arising out of or related to this Agreement, the parties will attempt amicable resolution of such dispute through mediation. If the parties fail to resolve the dispute within thirty (30) days of either party's notice to the other party of said dispute, as either party determines in its sole discretion, then either party may file suit in any court of competent jurisdiction in the county in which the Property is located.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, INDIRECT AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT (BUT THIS SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES CONTAINED IN THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS).

(e) Severability. If any terms or provision of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

(f) Counterparts and Recording. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. A version of this Agreement, without Exhibit C, shall, for the purposes of recording and providing notice to all parties, be deemed to be a counterpart of this Agreement. Owner and Grantee agree that this Agreement (without the Fee Schedule, Exhibit C) shall be recorded in the official real property records for the county in which the Property is located.

(g) Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The parties acknowledge and agree that the provisions of this Section 16(g) and (h) shall survive the execution and recording of this Agreement, and the Grantee may seek specific

performance of said Sections, together with such other legal and equitable remedies as may be provided by law.

(h) Inaccuracy of Legal Description or Ownership. In the event of any inaccuracy 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, Owner and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Owner and Grantee.

(i) Remedies. In addition to any remedies expressly set forth in this Agreement, except as provided herein, Owner and Grantee shall be entitled to all remedies available in law or in equity and any court enforcing the rights and duties granted in this Agreement shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions as necessary to enforce the provisions of this Agreement; provided, however, that neither this Agreement, the Easements, nor the rights of Grantee granted hereunder shall be terminated under any circumstances.

(j) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior negotiations and understandings with respect thereto. The terms of this Agreement shall not be modified, amended or changed in any respect except by written document signed by Owner and Grantee.

Signature pages follow

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

EXECUTED by Owner on this 10th day of April, 2018.

OWNER:

BOULTER'S TWO RIVERS RANCH, LLC

By: Michael J. Boulter
Member/Owner

Title (if applicable)

William P. Bailey

Debra Bailey

STATE OF Co)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by MICHAEL J. BOULTER as the MEMBER of Boulter's Two Rivers Ranch, LLC, this 10th day of April, 2018.

WITNESS my hand and official seal.

JEFFREY HINDMARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154045838
MY COMMISSION EXPIRES NOV. 25, 2019

Notary Public

My commission expires: 11/25/2019

STATE OF Co)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by William P. Bailey and Debra Bailey, husband and wife, this 10th day of April, 2018.

WITNESS my hand and official seal.

JEFFREY HINDMARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154045838
MY COMMISSION EXPIRES NOV. 25, 2019

Notary Public

My commission expires: 11/25/2019

GRANTEE:

LAST MILE TRANSMISSION, LLC

By: _____
Name: Paul Rapp
Title: Vice President

PROVINCE OF BRITISH COLUMBIA §
§
CITY OF VANCOUVER §

Before me, Luke Pangman, on this day personally appeared Paul Rapp, the Vice President of Last Mile Transmission, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of May, 2018.

By: _____
Notary Public in and for the
Province of British Columbia

LUKE PANGMAN
Notary Public in and for the
Province of British Columbia, Canada.
My commission is unlimited as to time.

5/11/2018 9:53 AM
Page:12 of 14
0970197 Bk:1317 Pg:94 Carbon WY Fees:$51.00 User:BP
eRecorded

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following land in Carbon County, Wyoming

Township 23 North, Range 78 West, 6th P.M.
Section 31: ALL
Section 32: E½
Section 33: ALL, EXCEPTING THEREFROM that portion as conveyed to Robert A. Dey and Verda M. Dey, husband and wife, by Warranty Deed recorded November 30, 1979, in Book 708, Page 605, Records of Carbon County, Wyoming
Section 34: ALL, EXCEPTING THEREFROM that portion as conveyed to Robert A. Dey and Verda M. Dey, husband and wife, by Warranty Deed recorded November 30, 1979, in Book 708, Page 605, Records of Carbon County, Wyoming

Township 22 North, Range 78 West, 6th P.M.
Section 6: W1/2

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eRecorded

EXHIBIT B

EASEMENT AREA

The following land in Carbon County, Wyoming:

EASEMENT AREA:

Township 23 North, Range 78 West, 6th P.M.
Section 31: ALL
Section 32: E1/2
Section 33: ALL, EXCEPTING THEREFROM that portion as conveyed to Robert A. Dey and Verda M. Dey, husband and wife, by Warranty Deed recorded November 30, 1979, in Book 708, Page 605, Records of Carbon County, Wyoming
Section 34: ALL, EXCEPTING THEREFROM that portion as conveyed to Robert A. Dey and Verda M. Dey, husband and wife, by Warranty Deed recorded November 30, 1979, in Book 708, Page 605, Records of Carbon County, Wyoming

Township 22 North, Range 78 West, 6th P.M.
Section 6: W1/2

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EXHIBIT B-1

EXCLUSIVE RIGHTS AREA

(To be attached upon exercise of option)

0981254 Bk:1367 Pg:5 Carbon WY 3/26/2021 10:06 AM
eRecorded Page:1 of 20 Fees:$69.00 User:CW

Execution Version

AFTER RECORDED MAIL TO:

Last Mile Transmission, LLC
c/o Innergex Renewables USA, LLC
1100-888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel

TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION

This TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION (this "**Agreement**") is made and entered into effective as of February 12, 2021 (the "**Effective Date**") by and between **Burton G. Palm**, trustee of the Burton Gerald Palm Trust under agreement dated July 13, 2013, with mailing address of P.O. Box 96, Medicine Bow, WY 82329 (whether one or more, referred to herein as "**Owner**"), and **Last Mile Transmission, LLC**, a Delaware limited liability company, with mailing address of c/o Innergex Renewables USA, LLC, Suite 1100, 888 Dunsmuir St., Vancouver, B.C., V6C 3K4 Canada ("**Grantee**"). Owner is the sole owner of certain real property located in Carbon County, Wyoming more particularly described in Exhibit A attached hereto and made part hereof (the "**Property**").

1. Non-Exclusive Transmission Easement and Exclusive Rights Area Option. For good and valuable consideration, the legal receipt and sufficiency of which are hereby acknowledged by Owner, Owner grants to Grantee a non-exclusive easement (subject to the provisions of this Agreement) (the "**Transmission Easement**") on, along, over, under and across the portion of the Property as more particularly described in Exhibit B attached hereto and made part hereof ("**Easement Area**"), for the right to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, enlarge, inspect, protect, repair, upgrade and relocate (provided that any major reconstruction. enlargement or upgrades are subject to the applicable payments and maximum dimensions for the Exclusive Rights Area set forth hereinafter, including Exhibit C hereto) within the Easement Area the following improvements and facilities from time to time, in, on, through, along, upon, over, under and across the Easement Area: towers, poles or structures (made of wood, metal, concrete or other materials), with such wires, conductors, and cables as from time to time are suspended therefrom, and/or above ground or underground wires, conductors, conduit and cables, in each case for the transmission and /or distribution of electrical energy and/or for telecommunication and telemetry purposes, and all necessary and proper above- or under-ground foundations, footings, guy wires, anchors, grounding systems, crossarms and other appliances, fixtures and facilities (including junction and splice boxes) for use in connection with the foregoing.

a. All of the improvements and facilities described above are herein collectively called the "**Easement Facilities**." All Easement Facilities shall constitute and shall at all times

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remain the sole property of Grantee regardless of how they are affixed to the Property. Owner shall have no ownership interest in the Easement Facilities or related facilities installed or located on the Property by or on behalf of Grantee, and Grantee may erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, enlarge, inspect, protect, repair, upgrade and relocate (subject to the applicable payments set forth herein, including Exhibit C hereto) within the Easement Area any or all of the Easement Facilities and related facilities at any time during the term hereof.

b. Owner hereby further grants Grantee the irrevocable option, to be exercised at any time within the Initial Term defined below in Section 6 (the "**Easement Option Period**"), to obtain and designate up to a 150-foot portion of the Easement Area as an exclusive easement for the Easement Facilities (the "**Exclusive Rights Area**"). Grantee may exercise this irrevocable option during the Easement Option Period by giving notice in writing to Owner. Immediately thereafter Owner and Grantee shall execute and Grantee shall record for no additional consideration a supplement to this Agreement that designates an Exclusive Rights Area to be more particularly described on Exhibit B-1, which Exhibit B-1 shall be attached to, made a part of, and recorded with the supplement and which shall supersede Exhibit B of this Agreement. From and after Grantee's designation of an Exclusive Rights Area, the Easement Area shall be deemed limited to the Exclusive Rights Area, and Grantee shall execute and deliver to Owner a document in recordable form of release and reconveyance to evidence the termination of Grantee's nonexclusive right with respect to those portions of the Easement Area not identified on Exhibit B-1 and not required to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, inspect, protect, repair, upgrade and relocate the Easement Facilities. Subject to seasonal climatic conditions and site conditions, within ninety (90) days after completion of construction of the Easement Facilities, Grantee shall, at its expense, arrange for a final as-built survey by a surveyor licensed by the State of Wyoming of the location of the Easement Facilities and of the boundaries of the Easement Area, the length and width of which shall not exceed that permitted herein and shall clearly define the Exclusive Rights Area with the minimum length and width necessary to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, inspect, protect, repair, upgrade and relocate the Easement Facilities, and to the extent not theretofore completed shall execute and deliver to Owner a supplement to provide a final description of the Exclusive Rights Area to be set forth on Exhibit B-1, and to provide a release and reconveyance of the excess width of the Easement Area, and shall record the same following approval thereof by Owner.

2. Access Easements. Owner grants to Grantee the right of unobstructed ingress and egress for the purpose of providing vehicular, pedestrian, and aerial (including manned and unmanned flights) access over the Property to and from the Easement Area and Easement Facilities, and all other similar facilities owned by Grantee (which are or are to be located on the Property), subject to the limitations set forth herein. For vehicular and pedestrian access, access shall be by means of well-established roads, lanes, tracks and paths which have been in recent or current use thereon, if existing, or otherwise by such route or routes as Grantee may construct, at Grantee's cost, from time to time including the right to construct, maintain, and use a non-exclusive right of way suitable for access by Grantee vehicles or those of Grantee's agents or contractors, to,

from, in, on, over, through, along, upon and across the lands described as the Property. For greater certainty, Grantee and Owner will coordinate and cooperate to create or obtain, at Grantee's sole expense, an aerial or satellite image of the Property that identifies the roads on the Property that Owner and Grantee agree exist and are in, or are available for, current use as of Effective Date. The Parties agree to incorporate the agreed upon foregoing image as Exhibit B-2, which shall indicate the roads agreed by Owner and Grantee to be existing as of the Effective Date. Wherever possible, Grantee covenants to use the existing roads on the Property that are identified on Exhibit B-2 and to develop new roads within the Exclusive Rights Area. Any roadways for vehicle or pedestrian access shall be no greater than 20 feet in width, and compensation for any new roads or additional access easement rights falling outside of the Exclusive Rights Area shall be payable by Grantee to Owner at the times and in the amounts set forth on Exhibit C. With respect to any new roads that may be constructed by Grantee outside of the Exclusive Rights Area, Grantee will consult with Owner with respect to the location and type of new roads in order to permit the access required by Grantee in the most minimally invasive manner that can reasonably be accomplished, and both parties will mutually agree to such locations and types of roads prior to construction. For aerial access, access shall be by means of any direct route over and across the Property. The access easements set forth in this paragraph are herein collectively referred to as the "**Access Easement**," and together with the Transmission Easement, the "**Easements**." Grantee shall also have the right, but not the obligation, to maintain and improve any such roads, lanes, tracks and paths within the Access Easement.

3. Easement Rights. The Easements shall also include the present and future right to: (i) enter on the Property at any time during the Initial Term to conduct inspections, tests, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission studies, archeological assessments, land surveying, title examinations, site engineering, and such other activities as Grantee reasonably deems necessary or appropriate for determining whether the Property is or remains suitable for Grantee's permitted purposes under this Agreement, including, but not limited to, intrusive tests; (ii) permit any other person or entity, upon appropriate payment and/or undertaking to Owner by Grantee and/or such other person or entity, to attach wires, conductor, cables or conduits or other Easement Facilities to the Grantee's Easement Facilities within the Easement Area as further described in Section 8 hereof; (iii) cut down, trim, remove and otherwise control, using herbicides or tree growth regulators or other means, all trees, overhanging branches, vegetation or brush within the Easement Area and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, all non-structure supported crops more than ten (10) feet in height, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than ten (10) feet in height; (iv) cut down, trim or remove trees situated on lands of Owner which adjoin the Easement Area when in the reasonable opinion of Grantee those trees may endanger the safety of or interfere with the Easement Facilities or ingress or egress to, from or along the Easement Area and (v) do anything necessary, useful or convenient for the enjoyment of the Easements. Grantee shall restore and reclaim any intrusive test or assessment site to its former condition per NRCS (Natural Resource and Conservation Service) guidelines. The Easements shall also obligate Grantee to do the following:

a. Cultural Preservation. Steps shall be taken in the construction and use of the easement granted hereby to protect and preserve archeological, paleontological, historical and any other cultural resources on Landowner's Property. Grantee shall notify the Landowner

and all appropriate governmental authorities immediately in the event any historic or prehistoric ruin or monument, or any object of historical, archeological, or scientific value is discovered upon the Easement Property, and shall refrain from further disturbance of such area until proper notification of and agreed protective measures with Landowner and such governmental authorities are arranged.

b. Erosion Prevention. Grantee agrees to use reasonable means to prevent washes, erosion, run-off problems, ruts or other property damage from Grantee's construction of the Easement Facilities, including roads, lanes, tracks and paths. Grantee shall monitor and promptly correct any erosion caused by Grantee's activities. Grantee shall install water bars as necessary in accordance with the foregoing.

c. Control of Noxious Weeds. Grantee shall undertake all reasonable efforts necessary to prohibit the germination and growth of noxious weeds (as designated by the Wyoming Weed & Pest Control Act or as otherwise agreed by the parties). Grantee shall continuously monitor and inspect areas disturbed by Grantee's use, whether in the Easement Area or on Owner's land, (i) during the Construction Period, on a monthly basis and (ii) during the Production Period, a minimum of two (2) times per calendar year period in the first five (5) years, for halogeton and noxious weeds and take all reasonable steps to eradicate any halogeton or noxious weed growth in such areas. Thereafter, monitoring will be conducted at least once annually until the Easement Area has reached pre-disturbance conditions. If Grantee fails to control or eradicate any halogeton or noxious weed infestations on such areas within thirty (30) days after written notice from Owner, Owner may take such control measures as reasonably necessary and appropriate, including contracting with a third party to perform such duties, and Grantee shall reimburse all reasonable and necessary material, equipment and labor costs incurred by Owner in such efforts. Grantee shall be permitted to contract with a third party for such efforts, or, upon agreement with Owner, Owner may perform such services and Grantee shall pay Owner's reasonable costs associated therewith. Any agreement by Grantee to permit Grantee's duties under this Section 3.b to be performed by a third party shall not relieve Grantee of its duties and responsibility to Owner for the prompt and reasonably satisfactory performance of its duties.

d. Damage by Livestock. Owner shall not be liable for any damage caused by livestock to any of the Easement Facilities. During construction of the Easement Facilities, Grantee shall take reasonable measures to prevent Owner's livestock from entering or contacting the Easement Facilities and will make mutually agreeable arrangements with Owner to minimize the harm to Owner's livestock during the conduct of construction activities.

e. Gates & Fences. Gates are to be closed at all times after use and Grantee to control access of all persons associated with the Easement Facilities entering the Property or Easement Area. Owner and Grantee agree to coordinate "daisy-chain" locking of such gates.

f. Maintenance. Grantee shall take good care of the Easement Facilities and use good faith efforts to keep the same free from debris and waste at all times, except those caused by Owner. Grantee shall use reasonable efforts to keep the Easement Area, and following exercise of the option, the Exclusive Rights Area, and any Temporary Construction Area,

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neat and clean at all times, and shall remove all refuse, litter and debris created by Grantee from such locations. Grantee agrees to provide adequate receptacles for trash and construction debris and to dispose of the same reasonably promptly and otherwise minimize risk of wind-strewn trash escaping the construction area. If determined to be necessary by the Owner, Grantee shall install reasonably agreeable temporary fencing to capture wind-blown construction trash. Grantee agrees to perform a final clean-up of all trash and rubbish around each construction site at the conclusion of construction.

g. Reclamation. Within six (6) months after completion of construction of all of the Easement Facilities, Grantee will undertake reclamation activities on any disturbed areas of the Property as soon as suitable for successful germination, propagation and survival in consideration of seasonal climatic and site conditions to reclaim and restore the Property disturbed by Grantee to a condition and forage density reasonably similar to its original condition and forage density, consistent with the uses permitted by this Agreement, by reseeding any disturbed soil surface with suitable flora and restoring the terrain and soil surface to as close as reasonably practicable to their original condition, and, as reasonably required, all leveling, terracing, mulching using a certified weed free mulch and other reasonably necessary steps to prevent soil erosion, to ensure the establishment of suitable grasses and forbs, and to control noxious weeds and pests all consistent with the terms of this Agreement. Any widening, rutting, excavation or other disturbance of Owner's previously established roads shall be reclaimed to the original width necessary for a normal sized vehicle to pass. Such roads shall also be reseeded to a forage density as close as reasonably possible to the forage density previously existing on these roads. In conducting its operations, Grantee shall use reasonable efforts to cause a minimum of vegetative or soil disturbance, consistent with practical operations, and will use reasonable efforts to smooth and maintain all disturbed areas to conform with the adjacent terrain, and provide and maintain adequate water drainage to minimize erosion. After the initial construction of any facilities in this easement is completed, and within six (6) months after completion of any subsequent maintenance, replacement, or removal of any facilities causing vegetative or soil disturbance, all disturbed areas shall be restored and reseeded by Grantee at a time that seasonal climatic conditions permit and should facilitate the purpose of the restoration and/or reseeding work. The seeding shall be repeated until a satisfactory stand is obtained, in Owner's reasonable judgment. All such restoration and reseeding shall be completed by Grantee using specifications, at a minimum, then in effect and required by the Bureau of Land Management within the geographic area of the Property. Grantee agrees to use the seed mixture recommendation for reseeding provided by the Owner and in the absence of specific directions from the Owner, as recommended by the local conservation district. In the event Grantee shall fail to timely perform its reclamation duties hereunder, Owner may perform or contract with a third party to perform the same upon fourteen (14) days' notice to Grantee, and Grantee shall pay all cost thereof as Owner shall request upon provision to Grantee of evidence of the cost thereof.

h. Liens. Grantee shall keep the Property free and clear of all liens and claims of lien for labor and services performed on, and materials, supplies and equipment furnished to, the Property in connection with Grantee's operations; provided, however, that Grantee will have the right, in its sole discretion, to contest such liens and claims by appropriate legal

proceedings (which may be brought in the name(s) of Owner and/or Grantee where appropriate or required); provided that Grantee bonds around such liens. Owner shall reasonably cooperate in such contest, and Grantee shall reimburse Owner for its reasonable out-of-pocket expenses incurred for such cooperation.

4. Construction Activities. During any construction of Easement Facilities or any allowed construction in connection with the Access Easement, Grantee may use an additional fifty feet of land, in total (twenty-five (25) feet on either side of the Easements), to the extent such land is part of the Property (the "**Temporary Construction Area**") for construction activities, construction staging and material laydown. Grantee agrees to minimize surface disturbance or damage to the Temporary Construction Area during construction. To the extent such disturbance or damage occurs, Grantee agrees to repair and restore such property to its former condition. Grantee shall notify Owner of the commencement and completion of any construction on the Property.

5. Consideration. As consideration for the Easements and other rights granted herein, during the Initial and Additional Term, Grantee shall make payments to Owner as set forth on the Fee Schedule attached hereto as Exhibit C (the "**Fee Schedule**"), provided, however, that Owner and Grantee agree and acknowledge that when this Agreement is recorded, the Fee Schedule shall not be recorded, and such lack of recording of the Fee Schedule shall not impair or negate the validity of the Fee Schedule as between the Owner and the Grantee.

6. Term and Termination. Subject to the terms and conditions of this Agreement, this Agreement initially shall be for a term (the "**Initial Term**") commencing on the Effective Date and ending on the sooner to occur of: (a) (i) the date that is five (5) years after the Effective Date, (ii) the date the Initial Term is terminated by the Grantee by written notice to Owner; or (b) the date on which the Additional Term (as defined herein) commences. Grantee shall have the right and option (the "**Additional Term Option**") to extend the Term of this Agreement for an additional period of sixty-five (65) years, unless terminated earlier by Grantee by written notice to Owner (the "**Additional Term**"). Grantee may exercise the Additional Term Option by giving Owner written notice of such extension (the "**Additional Term Notice**") at any time prior to the expiration of the Initial Term. The Additional Term Notice shall set forth the date on which the Additional Term shall commence (the "**Additional Term Commencement Date**") which date must occur prior to the earlier of: (x) expiration of the Initial Term, and (y) thirty days prior to the date on which the Grantee commences construction. As used herein, the "**Term**" of the Agreement shall be deemed to include the Initial Term and the Additional Term. Within sixty (60) days after the execution of this Agreement and, if applicable, after the Additional Term Commencement Date, Grantee shall record in the records of the Carbon County Clerk and Recorder a notice of the occurrence of that event, provided, however, the failure to so timely record as relates to the event(s) described in Section 6 shall not affect the validity of this Agreement, the Initial Term, or Additional Term. As used herein, "**commence construction**" or "**commencement of construction**" shall mean the point at which permanent physical work of a significant nature begins in connection with the Easement Facilities. Unless Owner and Grantee agree in writing to extend this Agreement, Grantee shall remove the Easement Facilities in accordance with the following standards and those set forth in Sections 3f and g as soon as reasonably practical after the termination of this Agreement:

a. Roads: To the extent that Owner desires that roads constructed by Grantee pursuant to Section 2 hereof be removed, such roads shall be removed from the Property and Grantee shall ensure that any holes or cavities in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property.

b. Underground Lines: For all underground wires, conductors, conduit or cables installed less than four (4) feet below the grade of the land, such items shall be removed from the ground. Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property. All underground wires, conductors, conduit or cables installed four (4) feet or more below the grade of the land may be abandoned in place. All splice and junction boxes shall be removed from the Property.

c. Overhead power and/or communication facilities (if any) shall be removed from the Property, provided, however, that any foundations may remain in place for all portions of the foundation below four (4) feet from the grade of the land.

d. Intrusive Tests during Initial Term: to the extent any intrusive tests, investigations or other activities are conducted by Grantee during the Initial Term, Grantee shall remediate all such portions of the Easement Area to substantially the same condition (including by repairing, restoring and revegetating, each in accordance with NRCS guidelines) as such portions were in immediately prior to such tests, investigations or other activities.

7. Character of Easements. This Agreement and the Easements shall run with the Property. This Agreement and the Easements 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 by, through or under them. Any sale or other transfer of the Property by Owner shall be subject to this Agreement and the Easements. During the term hereof as described in Section 6 above, the Easements are irrevocable, and Owner has no right to terminate this Agreement. Owner further agrees with respect to the Easements that (a) no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof except upon recordation by Grantee of a quitclaim deed or other release or termination instrument specifically terminating the Easements or conveying the Easements back to Owner; (b) non-use of the entirety of the Easements and/or Easement Area shall not prevent the future use of the entire scope thereof in the event the same is needed; and (c) no use of or improvement to the Property or any lands benefited by the Easements, and no transfer of the Easements shall, separately or in the aggregate, constitute an overburdening of the Easements.

8. Assignment. (a) Upon compliance with the provisions set forth below, Grantee may assign this Agreement or its rights with respect to the Easements at any time, in whole or in part, without Owner's consent to: (i) a financing entity for collateral purposes, and (ii) the following provided the assignee is at least as creditworthy as Grantee at the time of such assignment and expressly assumes in writing all of the applicable obligations of Grantee hereunder: (A) an affiliate (B) an entity taking ownership of all or any part of the wind project served by the Easement Facilities or Easements or transmission lines for such wind project, or (C) any regulated public utility. To the extent Owner's prior written consent is required hereunder, such consent shall not be unreasonably withheld, conditioned, or delayed. Subject to the foregoing and the payment

obligations set forth below and in Exhibit C hereto, Grantee shall have the right to make a partial conveyance or assignment of the Easements to one (1) or more such persons or entities as tenants-in-common or a grant of license or other use rights who shall have the right to jointly use any Easement Facilities shared or jointly owned with Grantee for the purposes permitted under this Agreement.

(b) The foregoing Section 8(a) notwithstanding, no conveyance, assignment, grant of license or other use rights, whether in full or in part and including for the construction of a high-voltage transmission line the use or ownership of which is shared by more than one (1) electric energy generating or storage facility, shall be permitted by or be binding upon Owner until Owner receives the Additional Compensation (defined in this paragraph). Grantee has the right to grant a subeasement or license or sell, convey, assign, or otherwise transfer in whole or in part its interest in this Agreement and the Easements (collectively, the "**Partial Assignment**") to another person or entity (the "**Partial Assignee**") for power transmission purposes with Grantee retaining rights under this Agreement and the Easements; provided, however, the Partial Assignment shall not become effective and the Partial Assignee shall have no rights hereunder until (i) the Owner, Grantee, and Partial Assignee execute a mutually acceptable document memorializing the Partial Assignment, and (ii) Owner receives the Additional Compensation. With the Partial Assignment, Grantee and Partial Assignee can both utilize the Easements and the Easement Facilities. Such Partial Assignee will be allowed to construct, install, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, add to, improve, relocate and remove, in, upon, under, across, through and within the Exclusive Rights Area a power line on Grantee's towers or poles and to make use of the Access Easement. Unless otherwise agreed to in writing by the Owner and Partial Assignee, upon a Partial Assignment, the Grantee shall be responsible to pay Owner an additional amount of compensation for the Partial Assignee's use of the Easement equal to the initial and recurring compensation described in Fee Schedule 2 of Exhibit C hereto (collectively, the "**Additional Compensation**"). For purposes of clarity, this portion of Section 8 does not apply to a sale, conveyance, assignment, or other transfer of all of Grantee's interest in this Agreement, any mortgage, collateral assignment, or encumbrance or grant of a security interests, or other transfers, assignments, or conveyances permitted hereunder.

9. Compliance with Laws; Costs. Grantee shall comply in all material respects with all laws, regulations and rules governing the erection, installation, construction, reconstruction, replacement, removal, maintenance, operation, use, alteration, improvement, extension, enlargement, inspection, protection, repair, upgrade and relocation of the Easement Facilities. Owner agrees to cooperate fully and promptly with Grantee at no out-of-pocket cost to Owner, and to join in all applications for permits, licenses and governmental approvals or requests for other instruments which Grantee may deem necessary or desirable for purposes of the intended use of the Easements or the development of the Easement Area or the Property. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, relocation, enlargement, maintenance, operation and use of the Easement Facilities, including the trimming and cutting of any trees and underbrush, shall be borne by Grantee without cost to Owner.

10. Owner's Right to Use the Property. Owner retains the right to use the Property for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee by this Agreement. Specifically, but without limiting the generality of the foregoing, (i) Owner shall not undertake or allow any digging, tunneling or other form of construction activity on the

Property which would disturb or damage the Easement Facilities, unearth, obstruct or interfere with the operation and use of the Easements or Easement Facilities or endanger the lateral support to the Easement Area or Easement Facilities or prevent Grantee from designating and using an Exclusive Rights Area, (ii) Owner shall not grant other persons easement rights in any non-exclusive Easement Area without Grantee's consent, which consent will not be unreasonably withheld, and (iii) Owner shall not grant other persons easement rights in the Property outside of the Easement Area or other property owned by Owner if such easement rights shall in any way interfere with the easement rights granted Grantee under this Agreement.

11. Indemnity.

a. Grantee shall, at all times, save and hold harmless and indemnify Owner, its trustees, successors, permitted assigns, agents, employees, and invitees from and against all losses, damages, expenses, claims, demands, suits and actions (including court costs and attorneys' fees) for personal injuries, death, and damage to Owner's real or personal property (including from wildfire) to the extent proximately caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors, employees, licensees or invitees. As an example, if the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors, employees, licensees, or invitees is the proximate cause of a wildfire that damages or destroys any of Owner's property, then to the extent proximately caused by Grantee's negligence or willful misconduct, Grantee shall indemnify Owner for such damage or destruction, including, but not limited to the cost of reasonable reclamation necessary to restore the affected portion of the Owner's Property to its former grazing capacity, purchase of livestock feed to replace forage lost in grazing lands (including the cost of feeding the same or the transportation and rental costs of leasing other land on which Owner's livestock is placed for grazing), and the expenses charged to Owner by governmental or other firefighting authorities to extinguish such fire. Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors, employees, successors, permitted assigns, and invitees from and against all losses, damages, expenses, claims, demands, suits and actions (including court costs and attorneys' fees) for personal injuries, death, and property damage to the extent proximately caused by the negligence or willful misconduct of Owner, its trustees, successors, permitted assigns, agents, employees, licensees and invitees. In the event any amount payable by Grantee to Owner pursuant to the terms hereof shall not be paid when due, Owner shall have all remedies provided by law not expressly waived herein and Grantee agrees to pay all costs of collection; this includes, subject to any limits under applicable law, Owner's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

b. Notwithstanding anything to the contrary in Section 11a, Grantee's obligation to hold harmless and indemnify Owner: (i) for damage to or destruction of crops, farmland, pasture lands, and/or livestock as a result of work performed by or on behalf of the Grantee or Partial Assignee to develop, construct, install, operate, or maintain any Easement Facilities shall not exceed the Property Damage Payment determined in accordance with Section 11c hereof unless such damage or destruction was the result of Grantee's gross

negligence or willful misconduct or an action for which the Grantee is strictly liable under applicable law; (ii) does not include losses of rent, business opportunities, profits, and the like that may result from Grantee's or a Partial Assignee's exercise of its rights under this Agreement; and (iii) shall not extend to any damage or injury to Owner or the Property attributable to the risks and dangers associated with electromagnetic fields.

c. Grantee shall make a "**Property Damage Payment**" to Owner: (i) to the extent growing crops or pasture lands are lost or damaged on the Property as a result of Grantee's activities, excluding the disturbed areas for which an Easement Payment, an Access Easement Payment, or a Laydown Payment has been made, Owner shall be paid the sum of Three Hundred Dollars ($300.00) per acre per occurrence of such site (for a minimum of one acre and prorated accordingly for any partial acres greater than one acre) with the damaged or destroyed area of the growing crops or pasture lands to be reasonably agreed between Owner and Grantee, (ii) or upon Grantee's receipt of documentation and supporting evidence sufficient to establish Owner's claim, Grantee agrees to pay Owner for the reasonable replacement cost for any livestock lost, killed or injured, including related labor costs, directly resulting from Grantee's operations. If the parties hereto cannot agree: (x) as to the size of the affected area, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or an extension agent, or (y) as to the value of the affected livestock, they shall have the livestock appraised by an impartial livestock appraisal service, the costs and fees of which shall be borne by Grantee.

12. Quiet Enjoyment. Grantee represents that it has researched Owner's title to the Easement Area and, based on the information available, believes Owner has the legal right to convey to Grantee the rights herein. Owner represents it has no knowledge to the contrary. During the Term of this Agreement, (a) Grantee shall have peaceful and quiet enjoyment of the Easement Area, without material hindrance or interruption by Owner or any other person or entity acting on behalf or with the authorization of Owner, and (b) Owner shall protect and defend the right, title and interest of Grantee hereunder from the rights, title, interests, and claims of or by Owner or any other person or entity, including an entity claiming by, through or under Owner, but none other. Owner shall cooperate with Grantee to obtain a subordination or non-disturbance agreement or other appropriate agreement as determined by Grantee in Grantee's sole discretion from any party that holds a lien, easement, lease, mortgage, deed of trust, mineral or oil and gas right, surface use right, option to purchase or lease, or any other encumbrance or exception to Owner's fee title ownership of the Property, recorded or unrecorded (collectively, "**Liens**"), prior to the date of recordation of this Agreement in the public records. Owner agrees to satisfy and pay when due all obligations under any Lien affecting the Property including any taxes and assessments. If Owner fails to satisfy and pay when due all obligations under any Lien, Grantee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the holder of the Lien and may offset the amount of such payments from amounts due Owner under this Agreement or seek reimbursement from Owner, which amounts Owner agrees to promptly pay upon written demand.

13. Financing. Grantee may, upon notice to Owner at any time and without the consent of Owner but subject to the conditions set forth herein, grant to any persons or entities (herein, together with that persons or entities successors and assigns, a "**Lender**", whether one or more) one or more mortgages, deeds of trusts, liens, security interests or collateral assignments in all or

any part of Grantee's Easement interests and other rights under this Agreement (a "**Mortgage**"). In such event, Grantee shall provide notice of the same to Owner, which notice shall include the identity of such Lender(s) and the postal, email and telephone contact information concerning the Lender(s). Owner shall be authorized to communicate with any Lender regarding defaults and breaches hereof by Grantee. Any such Mortgage shall provide contact information for Owner to the Lender, shall provide that Lender may communicate directly with Owner, and that Grantee shall be obligated to notify the Lender forthwith upon the failure of Grantee to make any payment to Owner hereunder when due and shall authorize the Lender to make such payment on behalf of Grantee and add the same to the indebtedness of Grantee to such Lender upon terms satisfactory to the Lender. Any such Mortgage shall obligate Lender to notify Owner not less than 30 days prior to the commencement of an action to foreclose such Mortgage. In the event any such Mortgage is granted and is in compliance herewith, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the following provisions of this Section 13, upon delivery to Owner of written notice of Lender's name and address.

a. Consent to Modification, Termination or Surrender. So long as any Mortgage remains in effect and Owner has received prior written notice of such Mortgage, this Agreement shall not be modified, and, except as provided in Section 1.b. with regard to Grantee's designation of an Exclusive Rights Area, Owner shall not accept a surrender of any of the Easement Area or a termination or release of this Agreement, without the prior consent of the Lender.

b. Lender Rights. Lender shall have the absolute right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Lender shall be as effective as if done by Grantee itself. Following acquisition of Grantee's easement interest hereunder by a Lender or its assignee or designee as a result of foreclosure of Grantee's easement interest or assignment of Grantee's easement interest in lieu of foreclosure, or by a purchaser of Grantee's easement interest at a foreclosure sale, this Agreement shall continue in full force and effect and a Lender or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of any defaults hereunder and thereafter diligently process such cure to completion within a reasonable period of time, together with interest at the Wyoming statutory rate provided for liquidated obligations due and owing.

c. Cooperation. Owner, upon written request of Grantee or any Lender, shall promptly execute any estoppel certificates (certifying as to such matters as Grantee may reasonably request, including that no default then exists under this Agreement, if such be the case), affidavits of title, consents to assignments or additional documents, which may be reasonably necessary for recording purposes by Grantee or a Lender. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Lender for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Lender's security interest, at no out-of-pocket cost to Owner and which does not materially increase the obligations of Owner hereunder.

14. Notices. Any communications, requests, demands, notices or other communication between the parties hereto either required or given under this Agreement, including all documents

delivered pursuant to this Agreement, shall be in writing and given to each of the other parties hereto at the addresses set forth for such party in this Section 14 and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic or digital transmission method; the business day after it is sent, if sent for next business day delivery to a domestic address by recognized overnight delivery service (e.g., USPS, FedEx or UPS); and upon receipt, if sent by certified or registered mail, return receipt requested. Any party may change its address for notice set forth in this Section 14, from time to time, by providing notice thereof to each of the other parties hereto. Notice addresses are as follows:

If to Owner, to:
Burton Gerald Palm Trust
P.O. Box 96
Medicine Bow, WY 82329
Attn: Mr. Burt Palm
Email: palm@carbonpower.net

If to Owner by FedEx or UPS
Burton Gerald Palm Trust
Attn: Mr. Burt Palm
1 County Road 115
Medicine Bow, WY 82329

If to Grantee, to:
Last Mile Transmission, LLC
c/o Innergex Renewable USA, LLC
Suite 1100, 888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel
Email: legal@innergex.com

15. Confidentiality. Owner and Grantee agree that the terms, conditions and contents of Exhibit C, any documentation or information exchanged between them in connection with Exhibit C and any payment made by Grantee hereunder, shall be kept confidential subject to state or federal laws that require disclosure or reporting of any of the foregoing documentation or information; provided, however, Owner and Grantee may disclose the contents of Exhibit C to their respective attorneys, accountants and other professionals, as well as to Owner's immediate family, so long as said persons are made aware of this confidentiality provision and such persons agree to keep such documentation and information confidential.

16. Legal Matters.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming, excluding the choice of law provisions thereof. In the event of a dispute hereunder, the parties stipulate and agree to the personal jurisdiction of, and that sole venue will lie in, the federal or state courts in the city of Cheyenne, Wyoming.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any

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other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

(c) **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.** In the event of a dispute arising out of or related to this Agreement, the parties will attempt amicable resolution of such dispute through mediation. If the parties fail to resolve the dispute within thirty (30) days of either party's notice to the other party of said dispute, as either party determines in its sole discretion, then either party may file suit in any court of competent jurisdiction in the county in which the Property is located.

(d) **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, INDIRECT AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT (BUT THIS SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES CONTAINED IN THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS).**

(e) Severability. If any terms or provision of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

(f) Counterparts and Recording. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. A version of this Agreement, without Exhibit C, shall, for the purposes of recording and providing notice to all parties, be deemed to be a counterpart of this Agreement. Owner and Grantee agree that this Agreement (without the Fee Schedule, Exhibit C) shall be recorded in the official real property records for the county in which the Property is located.

(g) Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The parties acknowledge and agree that the provisions of this Agreement shall survive the execution and recording of this Agreement, and the Grantee and Owner each may seek specific performance of this Section, together with such other legal and equitable remedies as may be provided by law.

(h) Inaccuracy of Legal Description or Ownership. In the event of any inaccuracy 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, Owner and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Owner and Grantee.

(i) Remedies. In addition to any remedies expressly set forth in this Agreement, except as provided herein, Owner and Grantee shall be entitled to all remedies available in law or in equity and any court enforcing the rights and duties granted in this Agreement shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions as necessary to enforce the provisions of this Agreement.

(j) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior negotiations and understandings with respect thereto. The terms of this Agreement shall not be modified, amended or changed in any respect except by written document signed by Owner and Grantee.

Signature pages follow

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

EXECUTED by Owner on this 9th day of March, 2021.

OWNER:

Burton Gerald Palm Trust

By: Burton G Palm
Print Name: Burton G. Palm
Title: Trustee

STATE OF WYOMING)
) ss.
COUNTY OF Albany)

The foregoing instrument was acknowledged before me by Burton G. Palm as the Trustee of the Burton Gerald Palm Trust, this 9 day of March, 2021.

WITNESS my hand and official seal.

LORI J KRUPPA – NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
My Commission Expires November 6, 2024

Lori J Kruppa
Notary Public

My commission expires: 11-6-2024

BG

GRANTEE:

LAST MILE TRANSMISSION, LLC

By: _____
Name: MATTHEW KENNEDY
Title: VP ENVIRONMENT

PROVINCE OF BRITISH COLUMBIA §
§
CITY OF VANCOUVER §

Before me, Robert Jung, on this day personally appeared Matthew Kennedy, the VP-Environment of Last Mile Transmission, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of March, 2021.

By: _____
Notary Public in and for the
Province of British Columbia

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY INC.
888 DUNSMUIR STREET, SUITE 1100
VANCOUVER, B.C. V6C 3K4
TEL: (604) 633-9990 FAX: (604) 633-9991

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following land in Carbon County, Wyoming:

Township 23 North, Range 80 West, 6th P.M.
Section 15: All

Section 27: All

Section 35: All

EXHIBIT B

EASEMENT AREA

The following land in Carbon County, Wyoming:

EASEMENT AREA:

Township 23 North, Range 80 West, 6th P.M.
Section 15: All

Section 27: All

Section 35: All

EXHIBIT B-1

EXCLUSIVE RIGHTS AREA

(To be attached upon exercise of option)

EXHIBIT B-2

IMAGE OF EXISTING ROADS

[TO BE INSERTED AFTER THE PARTIES OBTAIN AN ACCEPTABLE IMAGE]

0981255 Bk:1367 Pg:6 Carbon WY 3/26/2021 10:55 AM
eRecorded Page:1 of 20 Fees:$69.00 User:CW

Execution Version

AFTER RECORDED MAIL TO:

Last Mile Transmission, LLC
c/o Innergex Renewables USA, LLC
1100-888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel

TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION

This TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION (this "**Agreement**") is made and entered into effective as of February 12, 2021 (the "**Effective Date**") by and between **Hi Allen Ranch LLC** (formerly known as Hi-Allen Ranch, LLC), a Wyoming limited liability company, with mailing address of P.O. Box 96, Medicine Bow, WY 82329 (Hi Allen Ranch LLC and Hi-Allen Ranch, LLC are collectively referred to herein as "**Owner**"), and **Last Mile Transmission, LLC**, a Delaware limited liability company, with mailing address of c/o Innergex Renewables USA, LLC, Suite 1100, 888 Dunsmuir St., Vancouver, B.C., V6C 3K4 Canada ("**Grantee**"). Owner is the sole owner of certain real property located in Carbon County, Wyoming more particularly described in Exhibit A attached hereto and made part hereof (the "**Property**").

1. Non-Exclusive Transmission Easement and Exclusive Rights Area Option. For good and valuable consideration, the legal receipt and sufficiency of which are hereby acknowledged by Owner, Owner grants to Grantee a non-exclusive easement (subject to the provisions of this Agreement) (the "**Transmission Easement**") on, along, over, under and across the portion of the Property as more particularly described in Exhibit B attached hereto and made part hereof ("**Easement Area**"), for the right to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, enlarge, inspect, protect, repair, upgrade and relocate (provided that any major reconstruction. enlargement or upgrades are subject to the applicable payments and maximum dimensions for the Exclusive Rights Area set forth hereinafter, including Exhibit C hereto) within the Easement Area the following improvements and facilities from time to time, in, on, through, along, upon, over, under and across the Easement Area: towers, poles or structures (made of wood, metal, concrete or other materials), with such wires, conductors, and cables as from time to time are suspended therefrom, and/or above ground or underground wires, conductors, conduit and cables, in each case for the transmission and /or distribution of electrical energy and/or for telecommunication and telemetry purposes, and all necessary and proper above- or under-ground foundations, footings, guy wires, anchors, grounding systems, crossarms and other appliances, fixtures and facilities (including junction and splice boxes) for use in connection with the foregoing.

a. All of the improvements and facilities described above are herein collectively called the "**Easement Facilities**." All Easement Facilities shall constitute and shall at all times remain the sole property of Grantee regardless of how they are affixed to the Property. Owner shall have no ownership interest in the Easement Facilities or related facilities installed or located on the Property by or on behalf of Grantee, and Grantee may erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, enlarge, inspect, protect, repair, upgrade and relocate (subject to the applicable payments set forth herein, including Exhibit C hereto) within the Easement Area any or all of the Easement Facilities and related facilities at any time during the term hereof.

b. Owner hereby further grants Grantee the irrevocable option, to be exercised at any time within the Initial Term defined below in Section 6 (the "**Easement Option Period**"), to obtain and designate up to a 150-foot portion of the Easement Area as an exclusive easement for the Easement Facilities (the "**Exclusive Rights Area**"). Grantee may exercise this irrevocable option during the Easement Option Period by giving notice in writing to Owner. Immediately thereafter Owner and Grantee shall execute and Grantee shall record for no additional consideration a supplement to this Agreement that designates an Exclusive Rights Area to be more particularly described on Exhibit B-1, which Exhibit B-1 shall be attached to, made a part of, and recorded with the supplement and which shall supersede Exhibit B of this Agreement. From and after Grantee's designation of an Exclusive Rights Area, the Easement Area shall be deemed limited to the Exclusive Rights Area, and Grantee shall execute and deliver to Owner a document in recordable form of release and reconveyance to evidence the termination of Grantee's nonexclusive right with respect to those portions of the Easement Area not identified on Exhibit B-1 and not required to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, inspect, protect, repair, upgrade and relocate the Easement Facilities. Subject to seasonal climatic conditions and site conditions, within ninety (90) days after completion of construction of the Easement Facilities, Grantee shall, at its expense, arrange for a final as-built survey by a surveyor licensed by the State of Wyoming of the location of the Easement Facilities and of the boundaries of the Easement Area, the length and width of which shall not exceed that permitted herein and shall clearly define the Exclusive Rights Area with the minimum length and width necessary to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, inspect, protect, repair, upgrade and relocate the Easement Facilities, and to the extent not theretofore completed shall execute and deliver to Owner a supplement to provide a final description of the Exclusive Rights Area to be set forth on Exhibit B-1, and to provide a release and reconveyance of the excess width of the Easement Area, and shall record the same following approval thereof by Owner.

2. Access Easements. Owner grants to Grantee the right of unobstructed ingress and egress for the purpose of providing vehicular, pedestrian, and aerial (including manned and unmanned flights) access over the Property to and from the Easement Area and Easement Facilities, and all other similar facilities owned by Grantee (which are or are to be located on the Property), subject to the limitations set forth herein. For vehicular and pedestrian access, access shall be by means of well-established roads, lanes, tracks and paths which have been in recent or current use thereon, if existing, or otherwise by such route or routes as Grantee may construct, at

Grantee's cost, from time to time including the right to construct, maintain, and use a non-exclusive right of way suitable for access by Grantee vehicles or those of Grantee's agents or contractors, to, from, in, on, over, through, along, upon and across the lands described as the Property. For greater certainty, Grantee and Owner will coordinate and cooperate to create or obtain, at Grantee's sole expense, an aerial or satellite image of the Property that identifies the roads on the Property that Owner and Grantee agree exist and are in, or are available for, current use as of Effective Date. The Parties agree to incorporate the agreed upon foregoing image as Exhibit B-2, which shall indicate the roads agreed by Owner and Grantee to be existing as of the Effective Date. Wherever possible, Grantee covenants to use the existing roads on the Property that are identified on Exhibit B-2 and to develop new roads within the Exclusive Rights Area. Any roadways for vehicle or pedestrian access shall be no greater than 20 feet in width, and compensation for any new roads or additional access easement rights falling outside of the Exclusive Rights Area shall be payable by Grantee to Owner at the times and in the amounts set forth on Exhibit C. With respect to any new roads that may be constructed by Grantee outside of the Exclusive Rights Area, Grantee will consult with Owner with respect to the location and type of new roads in order to permit the access required by Grantee in the most minimally invasive manner that can reasonably be accomplished, and both parties will mutually agree to such locations and types of roads prior to construction. For aerial access, access shall be by means of any direct route over and across the Property. The access easements set forth in this paragraph are herein collectively referred to as the "**Access Easement**," and together with the Transmission Easement, the "**Easements**." Grantee shall also have the right, but not the obligation, to maintain and improve any such roads, lanes, tracks and paths within the Access Easement.

3. Easement Rights. The Easements shall also include the present and future right to: (i) enter on the Property at any time during the Initial Term to conduct inspections, tests, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission studies, archeological assessments, land surveying, title examinations, site engineering, and such other activities as Grantee reasonably deems necessary or appropriate for determining whether the Property is or remains suitable for Grantee's permitted purposes under this Agreement, including, but not limited to, intrusive tests; (ii) permit any other person or entity, upon appropriate payment and/or undertaking to Owner by Grantee and/or such other person or entity, to attach wires, conductor, cables or conduits or other Easement Facilities to the Grantee's Easement Facilities within the Easement Area as further described in Section 8 hereof; (iii) cut down, trim, remove and otherwise control, using herbicides or tree growth regulators or other means, all trees, overhanging branches, vegetation or brush within the Easement Area and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, all non-structure supported crops more than ten (10) feet in height, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than ten (10) feet in height; (iv) cut down, trim or remove trees situated on lands of Owner which adjoin the Easement Area when in the reasonable opinion of Grantee those trees may endanger the safety of or interfere with the Easement Facilities or ingress or egress to, from or along the Easement Area and (v) do anything necessary, useful or convenient for the enjoyment of the Easements. Grantee shall restore and reclaim any intrusive test or assessment site to its former condition per NRCS (Natural Resource and Conservation Service) guidelines. The Easements shall also obligate Grantee to do the following:

a. Cultural Preservation. Steps shall be taken in the construction and use of the easement granted hereby to protect and preserve archeological, paleontological, historical and any other cultural resources on Landowner's Property. Grantee shall notify the Landowner and all appropriate governmental authorities immediately in the event any historic or prehistoric ruin or monument, or any object of historical, archeological, or scientific value is discovered upon the Easement Property, and shall refrain from further disturbance of such area until proper notification of and agreed protective measures with Landowner and such governmental authorities are arranged.

b. Erosion Prevention. Grantee agrees to use reasonable means to prevent washes, erosion, run-off problems, ruts or other property damage from Grantee's construction of the Easement Facilities, including roads, lanes, tracks and paths. Grantee shall monitor and promptly correct any erosion caused by Grantee's activities. Grantee shall install water bars as necessary in accordance with the foregoing.

c. Control of Noxious Weeds. Grantee shall undertake all reasonable efforts necessary to prohibit the germination and growth of noxious weeds (as designated by the Wyoming Weed & Pest Control Act or as otherwise agreed by the parties). Grantee shall continuously monitor and inspect areas disturbed by Grantee's use, whether in the Easement Area or on Owner's land, (i) during the Construction Period, on a monthly basis and (ii) during the Production Period, a minimum of two (2) times per calendar year period in the first five (5) years, for halogeton and noxious weeds and take all reasonable steps to eradicate any halogeton or noxious weed growth in such areas. Thereafter, monitoring will be conducted at least once annually until the Easement Area has reached pre-disturbance conditions. If Grantee fails to control or eradicate any halogeton or noxious weed infestations on such areas within thirty (30) days after written notice from Owner, Owner may take such control measures as reasonably necessary and appropriate, including contracting with a third party to perform such duties, and Grantee shall reimburse all reasonable and necessary material, equipment and labor costs incurred by Owner in such efforts. Grantee shall be permitted to contract with a third party for such efforts, or, upon agreement with Owner, Owner may perform such services and Grantee shall pay Owner's reasonable costs associated therewith. Any agreement by Grantee to permit Grantee's duties under this Section 3.b to be performed by a third party shall not relieve Grantee of its duties and responsibility to Owner for the prompt and reasonably satisfactory performance of its duties.

d. Damage by Livestock. Owner shall not be liable for any damage caused by livestock to any of the Easement Facilities. During construction of the Easement Facilities, Grantee shall take reasonable measures to prevent Owner's livestock from entering or contacting the Easement Facilities and will make mutually agreeable arrangements with Owner to minimize the harm to Owner's livestock during the conduct of construction activities.

e. Gates & Fences. Gates are to be closed at all times after use and Grantee to control access of all persons associated with the Easement Facilities entering the Property or Easement Area. Owner and Grantee agree to coordinate "daisy-chain" locking of such gates.

f. Maintenance. Grantee shall take good care of the Easement Facilities and use good faith efforts to keep the same free from debris and waste at all times, except those caused by Owner. Grantee shall use reasonable efforts to keep the Easement Area, and following exercise of the option, the Exclusive Rights Area, and any Temporary Construction Area, neat and clean at all times, and shall remove all refuse, litter and debris created by Grantee from such locations. Grantee agrees to provide adequate receptacles for trash and construction debris and to dispose of the same reasonably promptly and otherwise minimize risk of wind-strewn trash escaping the construction area. If determined to be necessary by the Owner, Grantee shall install reasonably agreeable temporary fencing to capture wind-blown construction trash. Grantee agrees to perform a final clean-up of all trash and rubbish around each construction site at the conclusion of construction.

g. Reclamation. Within six (6) months after completion of construction of all of the Easement Facilities, Grantee will undertake reclamation activities on any disturbed areas of the Property as soon as suitable for successful germination, propagation and survival in consideration of seasonal climatic and site conditions to reclaim and restore the Property disturbed by Grantee to a condition and forage density reasonably similar to its original condition and forage density, consistent with the uses permitted by this Agreement, by reseeding any disturbed soil surface with suitable flora and restoring the terrain and soil surface to as close as reasonably practicable to their original condition, and, as reasonably required, all leveling, terracing, mulching using a certified weed free mulch and other reasonably necessary steps to prevent soil erosion, to ensure the establishment of suitable grasses and forbs, and to control noxious weeds and pests all consistent with the terms of this Agreement. Any widening, rutting, excavation or other disturbance of Owner's previously established roads shall be reclaimed to the original width necessary for a normal sized vehicle to pass. Such roads shall also be reseeded to a forage density as close as reasonably possible to the forage density previously existing on these roads. In conducting its operations, Grantee shall use reasonable efforts to cause a minimum of vegetative or soil disturbance, consistent with practical operations, and will use reasonable efforts to smooth and maintain all disturbed areas to conform with the adjacent terrain, and provide and maintain adequate water drainage to minimize erosion. After the initial construction of any facilities in this easement is completed, and within six (6) months after completion of any subsequent maintenance, replacement, or removal of any facilities causing vegetative or soil disturbance, all disturbed areas shall be restored and reseeded by Grantee at a time that seasonal climatic conditions permit and should facilitate the purpose of the restoration and/or reseeding work. The seeding shall be repeated until a satisfactory stand is obtained, in Owner's reasonable judgment. All such restoration and reseeding shall be completed by Grantee using specifications, at a minimum, then in effect and required by the Bureau of Land Management within the geographic area of the Property. Grantee agrees to use the seed mixture recommendation for reseeding provided by the Owner and in the absence of specific directions from the Owner, as recommended by the local conservation district. In the event Grantee shall fail to timely perform its reclamation duties hereunder, Owner may perform or contract with a third party to perform the same upon fourteen (14) days' notice to Grantee, and Grantee shall pay all cost thereof as Owner shall request upon provision to Grantee of evidence of the cost thereof.

h. Liens. Grantee shall keep the Property free and clear of all liens and claims of lien for labor and services performed on, and materials, supplies and equipment furnished to, the Property in connection with Grantee's operations; provided, however, that Grantee will have the right, in its sole discretion, to contest such liens and claims by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Grantee where appropriate or required); provided that Grantee bonds around such liens. Owner shall reasonably cooperate in such contest, and Grantee shall reimburse Owner for its reasonable out-of-pocket expenses incurred for such cooperation.

4. Construction Activities. During any construction of Easement Facilities or any allowed construction in connection with the Access Easement, Grantee may use an additional fifty feet of land, in total (twenty-five (25) feet on either side of the Easements), to the extent such land is part of the Property (the "**Temporary Construction Area**") for construction activities, construction staging and material laydown. Grantee agrees to minimize surface disturbance or damage to the Temporary Construction Area during construction. To the extent such disturbance or damage occurs, Grantee agrees to repair and restore such property to its former condition. Grantee shall notify Owner of the commencement and completion of any construction on the Property.

5. Consideration. As consideration for the Easements and other rights granted herein, during the Initial and Additional Term, Grantee shall make payments to Owner as set forth on the Fee Schedule attached hereto as Exhibit C (the "**Fee Schedule**"), provided, however, that Owner and Grantee agree and acknowledge that when this Agreement is recorded, the Fee Schedule shall not be recorded, and such lack of recording of the Fee Schedule shall not impair or negate the validity of the Fee Schedule as between the Owner and the Grantee.

6. Term and Termination. Subject to the terms and conditions of this Agreement, this Agreement initially shall be for a term (the "**Initial Term**") commencing on the Effective Date and ending on the sooner to occur of: (a) (i) the date that is five (5) years after the Effective Date, (ii) the date the Initial Term is terminated by the Grantee by written notice to Owner; or (b) the date on which the Additional Term (as defined herein) commences. Grantee shall have the right and option (the "**Additional Term Option**") to extend the Term of this Agreement for an additional period of sixty-five (65) years, unless terminated earlier by Grantee by written notice to Owner (the "**Additional Term**"). Grantee may exercise the Additional Term Option by giving Owner written notice of such extension (the "**Additional Term Notice**") at any time prior to the expiration of the Initial Term. The Additional Term Notice shall set forth the date on which the Additional Term shall commence (the "**Additional Term Commencement Date**") which date must occur prior to the earlier of: (x) expiration of the Initial Term, and (y) thirty days prior to the date on which the Grantee commences construction. As used herein, the "**Term**" of the Agreement shall be deemed to include the Initial Term and the Additional Term. Within sixty (60) days after the execution of this Agreement and, if applicable, after the Additional Term Commencement Date, Grantee shall record in the records of the Carbon County Clerk and Recorder a notice of the occurrence of that event, provided, however, the failure to so timely record as relates to the event(s) described in Section 6 shall not affect the validity of this Agreement, the Initial Term, or Additional Term. As used herein, "**commence construction**" or "**commencement of construction**" shall mean the point at which permanent physical work of a significant nature begins in connection with the Easement Facilities. Unless Owner and Grantee

agree in writing to extend this Agreement, Grantee shall remove the Easement Facilities in accordance with the following standards and those set forth in Sections 3f and g as soon as reasonably practical after the termination of this Agreement:

a. Roads: To the extent that Owner desires that roads constructed by Grantee pursuant to Section 2 hereof be removed, such roads shall be removed from the Property and Grantee shall ensure that any holes or cavities in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property.

b. Underground Lines: For all underground wires, conductors, conduit or cables installed less than four (4) feet below the grade of the land, such items shall be removed from the ground. Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property. All underground wires, conductors, conduit or cables installed four (4) feet or more below the grade of the land may be abandoned in place. All splice and junction boxes shall be removed from the Property.

c. Overhead power and/or communication facilities (if any) shall be removed from the Property, provided, however, that any foundations may remain in place for all portions of the foundation below four (4) feet from the grade of the land.

d. Intrusive Tests during Initial Term: to the extent any intrusive tests, investigations or other activities are conducted by Grantee during the Initial Term, Grantee shall remediate all such portions of the Easement Area to substantially the same condition (including by repairing, restoring and revegetating, each in accordance with NRCS guidelines) as such portions were in immediately prior to such tests, investigations or other activities.

7. Character of Easements. This Agreement and the Easements shall run with the Property. This Agreement and the Easements 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 by, through or under them. Any sale or other transfer of the Property by Owner shall be subject to this Agreement and the Easements. During the term hereof as described in Section 6 above, the Easements are irrevocable, and Owner has no right to terminate this Agreement. Owner further agrees with respect to the Easements that (a) no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof except upon recordation by Grantee of a quitclaim deed or other release or termination instrument specifically terminating the Easements or conveying the Easements back to Owner; (b) non-use of the entirety of the Easements and/or Easement Area shall not prevent the future use of the entire scope thereof in the event the same is needed; and (c) no use of or improvement to the Property or any lands benefited by the Easements, and no transfer of the Easements shall, separately or in the aggregate, constitute an overburdening of the Easements.

8. Assignment. (a) Upon compliance with the provisions set forth below, Grantee may assign this Agreement or its rights with respect to the Easements at any time, in whole or in part, without Owner's consent to: (i) a financing entity for collateral purposes, and (ii) the following provided the assignee is at least as creditworthy as Grantee at the time of such

assignment and expressly assumes in writing all of the applicable obligations of Grantee hereunder: (A) an affiliate (B) an entity taking ownership of all or any part of the wind project served by the Easement Facilities or Easements or transmission lines for such wind project, or (C) any regulated public utility. To the extent Owner's prior written consent is required hereunder, such consent shall not be unreasonably withheld, conditioned, or delayed. Subject to the foregoing and the payment obligations set forth below and in Exhibit C hereto, Grantee shall have the right to make a partial conveyance or assignment of the Easements to one (1) or more such persons or entities as tenants-in-common or a grant of license or other use rights who shall have the right to jointly use any Easement Facilities shared or jointly owned with Grantee for the purposes permitted under this Agreement.

(b) The foregoing Section 8(a) notwithstanding, no conveyance, assignment, grant of license or other use rights, whether in full or in part and including for the construction of a high-voltage transmission line the use or ownership of which is shared by more than one (1) electric energy generating or storage facility, shall be permitted by or be binding upon Owner until Owner receives the Additional Compensation (defined in this paragraph). Grantee has the right to grant a subeasement or license or sell, convey, assign, or otherwise transfer in whole or in part its interest in this Agreement and the Easements (collectively, the "**Partial Assignment**") to another person or entity (the "**Partial Assignee**") for power transmission purposes with Grantee retaining rights under this Agreement and the Easements; provided, however, the Partial Assignment shall not become effective and the Partial Assignee shall have no rights hereunder until (i) the Owner, Grantee, and Partial Assignee execute a mutually acceptable document memorializing the Partial Assignment, and (ii) Owner receives the Additional Compensation. With the Partial Assignment, Grantee and Partial Assignee can both utilize the Easements and the Easement Facilities. Such Partial Assignee will be allowed to construct, install, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, add to, improve, relocate and remove, in, upon, under, across, through and within the Exclusive Rights Area a power line on Grantee's towers or poles and to make use of the Access Easement. Unless otherwise agreed to in writing by the Owner and Partial Assignee, upon a Partial Assignment, the Grantee shall be responsible to pay Owner an additional amount of compensation for the Partial Assignee's use of the Easement equal to the initial and recurring compensation described in Fee Schedule 2 of Exhibit C hereto (collectively, the "**Additional Compensation**"). For purposes of clarity, this portion of Section 8 does not apply to a sale, conveyance, assignment, or other transfer of all of Grantee's interest in this Agreement, any mortgage, collateral assignment, or encumbrance or grant of a security interests, or other transfers, assignments, or conveyances permitted hereunder.

9. Compliance with Laws; Costs. Grantee shall comply in all material respects with all laws, regulations and rules governing the erection, installation, construction, reconstruction, replacement, removal, maintenance, operation, use, alteration, improvement, extension, enlargement, inspection, protection, repair, upgrade and relocation of the Easement Facilities. Owner agrees to cooperate fully and promptly with Grantee at no out-of-pocket cost to Owner, and to join in all applications for permits, licenses and governmental approvals or requests for other instruments which Grantee may deem necessary or desirable for purposes of the intended use of the Easements or the development of the Easement Area or the Property. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, relocation, enlargement, maintenance, operation and use of the Easement Facilities, including the trimming and cutting of any trees and underbrush, shall be borne by Grantee without cost to Owner.

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10. Owner's Right to Use the Property. Owner retains the right to use the Property for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee by this Agreement. Specifically, but without limiting the generality of the foregoing, (i) Owner shall not undertake or allow any digging, tunneling or other form of construction activity on the Property which would disturb or damage the Easement Facilities, unearth, obstruct or interfere with the operation and use of the Easements or Easement Facilities or endanger the lateral support to the Easement Area or Easement Facilities or prevent Grantee from designating and using an Exclusive Rights Area, (ii) Owner shall not grant other persons easement rights in any non-exclusive Easement Area without Grantee's consent, which consent will not be unreasonably withheld, and (iii) Owner shall not grant other persons easement rights in the Property outside of the Easement Area or other property owned by Owner if such easement rights shall in any way interfere with the easement rights granted Grantee under this Agreement.

11. Indemnity.

a. Grantee shall, at all times, save and hold harmless and indemnify Owner, its trustees, successors, permitted assigns, agents, employees, and invitees from and against all losses, damages, expenses, claims, demands, suits and actions (including court costs and attorneys' fees) for personal injuries, death, and damage to Owner's real or personal property (including from wildfire) to the extent proximately caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors, employees, licensees or invitees. As an example, if the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors, employees, licensees, or invitees is the proximate cause of a wildfire that damages or destroys any of Owner's property, then to the extent proximately caused by Grantee's negligence or willful misconduct, Grantee shall indemnify Owner for such damage or destruction, including, but not limited to the cost of reasonable reclamation necessary to restore the affected portion of the Owner's Property to its former grazing capacity, purchase of livestock feed to replace forage lost in grazing lands (including the cost of feeding the same or the transportation and rental costs of leasing other land on which Owner's livestock is placed for grazing), and the expenses charged to Owner by governmental or other firefighting authorities to extinguish such fire. Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors, employees, successors, permitted assigns, and invitees from and against all losses, damages, expenses, claims, demands, suits and actions (including court costs and attorneys' fees) for personal injuries, death, and property damage to the extent proximately caused by the negligence or willful misconduct of Owner, its trustees, successors, permitted assigns, agents, employees, licensees and invitees. In the event any amount payable by Grantee to Owner pursuant to the terms hereof shall not be paid when due, Owner shall have all remedies provided by law not expressly waived herein and Grantee agrees to pay all costs of collection; this includes, subject to any limits under applicable law, Owner's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

b. Notwithstanding anything to the contrary in Section 11a, Grantee's obligation to hold harmless and indemnify Owner: (i) for damage to or destruction of crops, farmland, pasture lands, and/or livestock as a result of work performed by or on behalf of the Grantee or Partial Assignee to develop, construct, install, operate, or maintain any Easement Facilities shall not exceed the Property Damage Payment determined in accordance with Section 11c hereof unless such damage or destruction was the result of Grantee's gross negligence or willful misconduct or an action for which the Grantee is strictly liable under applicable law; (ii) does not include losses of rent, business opportunities, profits, and the like that may result from Grantee's or a Partial Assignee's exercise of its rights under this Agreement; and (iii) shall not extend to any damage or injury to Owner or the Property attributable to the risks and dangers associated with electromagnetic fields.

c. Grantee shall make a "**Property Damage Payment**" to Owner: (i) to the extent growing crops or pasture lands are lost or damaged on the Property as a result of Grantee's activities, excluding the disturbed areas for which an Easement Payment, an Access Easement Payment, or a Laydown Payment has been made, Owner shall be paid the sum of Three Hundred Dollars ($300.00) per acre per occurrence of such site (for a minimum of one acre and prorated accordingly for any partial acres greater than one acre) with the damaged or destroyed area of the growing crops or pasture lands to be reasonably agreed between Owner and Grantee, (ii) or upon Grantee's receipt of documentation and supporting evidence sufficient to establish Owner's claim, Grantee agrees to pay Owner for the reasonable replacement cost for any livestock lost, killed or injured, including related labor costs, directly resulting from Grantee's operations. If the parties hereto cannot agree: (x) as to the size of the affected area, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or an extension agent, or (y) as to the value of the affected livestock, they shall have the livestock appraised by an impartial livestock appraisal service, the costs and fees of which shall be borne by Grantee.

12. Quiet Enjoyment. Grantee represents that it has researched Owner's title to the Easement Area and, based on the information available, believes Owner has the legal right to convey to Grantee the rights herein. Owner represents it has no knowledge to the contrary. During the Term of this Agreement, (a) Grantee shall have peaceful and quiet enjoyment of the Easement Area, without material hindrance or interruption by Owner or any other person or entity acting on behalf or with the authorization of Owner, and (b) Owner shall protect and defend the right, title and interest of Grantee hereunder from the rights, title, interests, and claims of or by Owner or any other person or entity, including an entity claiming by, through or under Owner, but none other. Owner shall cooperate with Grantee to obtain a subordination or non-disturbance agreement or other appropriate agreement as determined by Grantee in Grantee's sole discretion from any party that holds a lien, easement, lease, mortgage, deed of trust, mineral or oil and gas right, surface use right, option to purchase or lease, or any other encumbrance or exception to Owner's fee title ownership of the Property, recorded or unrecorded (collectively, "**Liens**"), prior to the date of recordation of this Agreement in the public records. Owner agrees to satisfy and pay when due all obligations under any Lien affecting the Property including any taxes and assessments. If Owner fails to satisfy and pay when due all obligations under any Lien, Grantee shall be entitled (but not obligated) to make payments in fulfillment of Owner's

obligations to the holder of the Lien and may offset the amount of such payments from amounts due Owner under this Agreement or seek reimbursement from Owner, which amounts Owner agrees to promptly pay upon written demand.

13. Financing. Grantee may, upon notice to Owner at any time and without the consent of Owner but subject to the conditions set forth herein, grant to any persons or entities (herein, together with that persons or entities successors and assigns, a "**Lender**", whether one or more) one or more mortgages, deeds of trusts, liens, security interests or collateral assignments in all or any part of Grantee's Easement interests and other rights under this Agreement (a "**Mortgage**"). In such event, Grantee shall provide notice of the same to Owner, which notice shall include the identity of such Lender(s) and the postal, email and telephone contact information concerning the Lender(s). Owner shall be authorized to communicate with any Lender regarding defaults and breaches hereof by Grantee. Any such Mortgage shall provide contact information for Owner to the Lender, shall provide that Lender may communicate directly with Owner, and that Grantee shall be obligated to notify the Lender forthwith upon the failure of Grantee to make any payment to Owner hereunder when due and shall authorize the Lender to make such payment on behalf of Grantee and add the same to the indebtedness of Grantee to such Lender upon terms satisfactory to the Lender. Any such Mortgage shall obligate Lender to notify Owner not less than 30 days prior to the commencement of an action to foreclose such Mortgage. In the event any such Mortgage is granted and is in compliance herewith, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the following provisions of this Section 13, upon delivery to Owner of written notice of Lender's name and address.

a. Consent to Modification, Termination or Surrender. So long as any Mortgage remains in effect and Owner has received prior written notice of such Mortgage, this Agreement shall not be modified, and, except as provided in Section 1.b. with regard to Grantee's designation of an Exclusive Rights Area, Owner shall not accept a surrender of any of the Easement Area or a termination or release of this Agreement, without the prior consent of the Lender.

b. Lender Rights. Lender shall have the absolute right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Lender shall be as effective as if done by Grantee itself. Following acquisition of Grantee's easement interest hereunder by a Lender or its assignee or designee as a result of foreclosure of Grantee's easement interest or assignment of Grantee's easement interest in lieu of foreclosure, or by a purchaser of Grantee's easement interest at a foreclosure sale, this Agreement shall continue in full force and effect and a Lender or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of any defaults hereunder and thereafter diligently process such cure to completion within a reasonable period of time, together with interest at the Wyoming statutory rate provided for liquidated obligations due and owing.

c. Cooperation. Owner, upon written request of Grantee or any Lender, shall promptly execute any estoppel certificates (certifying as to such matters as Grantee may reasonably request, including that no default then exists under this Agreement, if such be the case), affidavits of title, consents to assignments or additional documents, which

may be reasonably necessary for recording purposes by Grantee or a Lender. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Lender for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Lender's security interest, at no out-of-pocket cost to Owner and which does not materially increase the obligations of Owner hereunder.

14. Notices. Any communications, requests, demands, notices or other communication between the parties hereto either required or given under this Agreement, including all documents delivered pursuant to this Agreement, shall be in writing and given to each of the other parties hereto at the addresses set forth for such party in this Section 14 and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic or digital transmission method; the business day after it is sent, if sent for next business day delivery to a domestic address by recognized overnight delivery service (e.g., USPS, FedEx or UPS); and upon receipt, if sent by certified or registered mail, return receipt requested. Any party may change its address for notice set forth in this Section 14, from time to time, by providing notice thereof to each of the other parties hereto. Notice addresses are as follows:

If to Owner, to:
Hi Allen Ranch LLC
P.O. Box 96
Medicine Bow, WY 82329
Attn: Mr. Burt Palm
Email: palm@carbonpower.net

If to Owner by FedEx or UPS
Hi Allen Ranch LLC
Attn: Mr. Burt Palm
1 County Road 115
Medicine Bow, WY 82329

If to Grantee, to:
Last Mile Transmission, LLC
c/o Innergex Renewable USA, LLC
Suite 1100, 888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel
Email: legal@innergex.com

15. Confidentiality. Owner and Grantee agree that the terms, conditions and contents of Exhibit C, any documentation or information exchanged between them in connection with Exhibit C and any payment made by Grantee hereunder, shall be kept confidential subject to state or federal laws that require disclosure or reporting of any of the foregoing documentation or information; provided, however, Owner and Grantee may disclose the contents of Exhibit C to their respective attorneys, accountants and other professionals, as well as to Owner's immediate family, so long as said persons are made aware of this confidentiality provision and such persons agree to keep such documentation and information confidential.

16. Legal Matters.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming, excluding the choice of law provisions thereof. In the event of a dispute hereunder, the parties stipulate and agree to the personal jurisdiction of, and that sole venue will lie in, the federal or state courts in the city of Cheyenne, Wyoming.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

(c) **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.** In the event of a dispute arising out of or related to this Agreement, the parties will attempt amicable resolution of such dispute through mediation. If the parties fail to resolve the dispute within thirty (30) days of either party's notice to the other party of said dispute, as either party determines in its sole discretion, then either party may file suit in any court of competent jurisdiction in the county in which the Property is located.

(d) **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, INDIRECT AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT (BUT THIS SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES CONTAINED IN THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS).**

(e) Severability. If any terms or provision of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

(f) Counterparts and Recording. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. A version of this Agreement, without Exhibit C, shall, for the purposes of recording and providing notice to all parties, be deemed to be a counterpart of this Agreement. Owner and Grantee agree that this Agreement (without the Fee Schedule, Exhibit

C) shall be recorded in the official real property records for the county in which the Property is located.

(g) Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The parties acknowledge and agree that the provisions of this Agreement shall survive the execution and recording of this Agreement, and the Grantee and Owner each may seek specific performance of this Section, together with such other legal and equitable remedies as may be provided by law.

(h) Inaccuracy of Legal Description or Ownership. In the event of any inaccuracy 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, Owner and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Owner and Grantee.

(i) Remedies. In addition to any remedies expressly set forth in this Agreement, except as provided herein, Owner and Grantee shall be entitled to all remedies available in law or in equity and any court enforcing the rights and duties granted in this Agreement shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions as necessary to enforce the provisions of this Agreement.

(j) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior negotiations and understandings with respect thereto. The terms of this Agreement shall not be modified, amended or changed in any respect except by written document signed by Owner and Grantee.

Signature pages follow

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

EXECUTED by Owner on this 9TH day of March, 2021.

OWNER:

Hi Allen Ranch LLC

By: Burton G. Palm
Print Name: Burton G. Palm
Title: Manager

STATE OF WYOMING)
) ss.
COUNTY OF Albany)

The foregoing instrument was acknowledged before me by Burton G. Palm as the Manager of Hi Allen Ranch LLC, this 9 day of March, 2021.

WITNESS my hand and official seal.

LORI J KRUPPA – NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
[S.E.A.L.]
My Commission Expires November 6, 2024

Lori J Kruppa
Notary Public

My commission expires: 11-6-2024

GRANTEE:

LAST MILE TRANSMISSION, LLC

By: _____
Name: MATTHEW KENNEDY
Title: VP ENVIRONMENT

PROVINCE OF BRITISH COLUMBIA §
§
CITY OF VANCOUVER §

Before me, Robert Jung, on this day personally appeared Matthew Kennedy, the VP-Environment of Last Mile Transmission, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of March, 2021.

By: _____
Notary Public in and for the
Province of British Columbia

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY INC.
888 DUNSMUIR STREET, SUITE 1100
VANCOUVER, B.C. V6C 3K4
TEL: (604) 633-9990 FAX: (604) 633-9991

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following land in Carbon County, Wyoming:

Township 22 North, Range 80 West, 6th P.M.
Section 1: All property lying north of U.S. Highway 30

Excepting and excluding therefrom:

Excepting and excluding therefrom those portions of Section 1 as excepted and reserved by the Union Pacific Railroad Company and more particularly described in instruments recorded May 1, 1906, in Book 77, Page 594; October 15, 1906, in Book 86, Page 46; and September 10, 1909, in Book 98, Page 107, Records of Carbon County, Wyoming.

Excepting and excluding therefrom that portion of Section 1 as more particularly described in that certain order filed in Civil Action No. 460, District Court, Carbon County, Wyoming, and recorded May 14, 1890 in Book W, Page 255, Records of Carbon County, Wyoming.

Excepting and excluding therefrom that portion of Section 1 as conveyed to the Union Pacific Railroad Company and more particularly described in instrument recorded September 12, 1966, in Book 480, Page 610, Records of Carbon County, Wyoming.

EXHIBIT B

EASEMENT AREA

The following land in Carbon County, Wyoming:

EASEMENT AREA:

Township 22 North, Range 80 West, 6th P.M.
Section 1: All property lying north of U.S. Highway 30 [1]

[1] Further to our discussion – initial area of easement to limited as much as possible (i.e. not the entirety of the section)

EXHIBIT B-1

EXCLUSIVE RIGHTS AREA

(To be attached upon exercise of option)

EXHIBIT B-2

IMAGE OF EXISTING ROADS

[TO BE INSERTED AFTER THE PARTIES OBTAIN AN ACCEPTABLE IMAGE]

AFTER RECORDED MAIL TO:

Last Mile Transmission, LLC
c/o Alterra Power Corp.
1100-888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel

0971167 Bk:1322 Pg:1 Carbon WY
8/23/2018 8:00 AM
Page:1 of 16
Fees:$57.00 User:CW

TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION

This TRANSMISSION AND ACCESS EASEMENT AGREEMENT AND OPTION (this "**Agreement**") is made and entered into effective as of August 14, **2018** (the "**Effective Date**") by and between Ellin Wynn, a single woman, with mailing address of P.O. Box 188, Medicine Bow, WY 82329 (whether one or more, referred to herein as "**Owner**"), and Last Mile Transmission, LLC, a Delaware limited liability company, with mailing address of c/o Alterra Power Corp., Suite 1100, 888 Dunsmuir St., Vancouver, B.C., V6C 3K4 Canada ("**Grantee**"). Owner is the sole owner of certain real property located in Carbon County, Wyoming more particularly described in Exhibit A attached hereto and made part hereof (the "**Property**").

1. Non-Exclusive Transmission Easement and Exclusive Rights Area Option. For good and valuable consideration, the legal receipt and sufficiency of which are hereby acknowledged by Owner, Owner grants to Grantee a non-exclusive easement (subject to the provisions of this Agreement) (the "**Transmission Easement**") on, along, over, under and across the portion of the Property as more particularly described in Exhibit B attached hereto and made part hereof ("**Easement Area**"), for the right to erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve, extend, enlarge, inspect, protect, repair, upgrade and relocate within the Easement Area the following improvements and facilities from time to time, in, on, through, along, upon, over, under and across the Easement Area: towers, poles or structures (made of wood, metal, concrete or other materials), with such wires, conductors, and cables as from time to time are suspended therefrom, and/or above ground or underground wires, conductors, conduit and cables, in each case for the transmission and /or distribution of electrical energy and/or for telecommunication and telemetry purposes directly related to the foregoing transmission and /or distribution of electrical energy, and all necessary and proper above- or under-ground foundations, footings, guy wires, anchors, grounding systems, crossarms and other appliances, fixtures and facilities (including junction and splice boxes) for use in connection with the foregoing.

a. All of the improvements and facilities described above are herein collectively called the "**Easement Facilities**." All Easement Facilities shall constitute and shall at all time remain the sole property of Grantee regardless of how they are affixed to the real property interests comprising the Exclusive Rights Area. Owner shall have no ownership or other interest in the Easement Facilities or related facilities installed or located on the Exclusive Rights Area by or on behalf of Grantee, and Grantee may erect, install, construct, reconstruct, replace, remove, maintain, operate, use, alter, improve,

extend, enlarge, inspect, protect, repair, upgrade and relocate within the Exclusive Rights Area any or all of the Easement Facilities and related facilities at any time.

b. Owner hereby further grants Grantee the irrevocable option, to be exercised at any time within the Initial Term defined below in Section 6 (the "**Easement Option Period**"), to obtain and designate up to a 200 foot portion of the Easement Area adjacent to the northern boundary of the Property as an exclusive easement for the Easement Facilities (the "**Exclusive Rights Area**"). Grantee may exercise this irrevocable option during the Easement Option Period by giving notice in writing to Owner. Immediately thereafter Owner and Grantee shall execute and record for no additional consideration a supplement to this Agreement that designates an Exclusive Rights Area to be more particularly described on Exhibit B-1, which Exhibit B-1 shall be attached to, made a part of, and recorded with the supplement and which shall supersede Exhibit B of this Agreement. From and after Grantee's designation of an Exclusive Rights Area, the Easement Area shall be deemed limited to the Exclusive Rights Area and this Agreement shall terminate as to all other parts of the Property except as otherwise expressly specified herein or for those provisions which by their nature are intended to survive this Agreement. The Easements (defined below) shall also obligate Grantee to do the following:

(a) If Grantee exercises the aforementioned option, Grantee shall install signs in reasonable intervals along the Exclusive Rights Area to warn other persons from entering and/or any danger.

(b) Grantee agrees to use reasonable means to prevent washes, erosion, run-off problems, ruts or other property damage from Grantee's construction of the Easement Facilities, including roads, lanes, tracks and paths. Grantee shall monitor and promptly correct any erosion caused by Grantee's activities.

2. Access Easements. Owner grants to Grantee the right of ingress and egress for the purpose of providing vehicular, pedestrian, and aerial (including manned and unmanned flights) access over the Property to and from the Easement Area during the Easement Option Period, and thereafter to and from the Exclusive Rights Area and Easement Facilities (which shall include the right of access, on the terms and conditions herein, to similar facilities owned by Grantee which may be located on neighboring real property interests. For vehicular and pedestrian access, access shall be exclusively by means of roads, lanes, tracks and paths thereon from the North, if existing, or otherwise by such "two-track" route or routes Grantee may construct within the Exclusive Rights Area. All other routes or routes proposed to be constructed by Grantee shall be submitted by Grantee to and approved in writing by Owner. If constructed or used by Grantee, Grantee shall maintain at Grantee's cost a right of way suitable for access by Grantee's vehicles or those of Grantee's agents or contractors to and from the Exclusive Rights Area.. For aerial access, access shall be by means of any direct route over and across the Property. Grantee shall minimize to the extent the construction of roads, lanes, tracks and paths used to access the Easement Facilities within the Exclusive Rights Area. Notwithstanding anything to the contrary contained herein, Grantee shall have no right to construct roads, lanes, tracks and paths on the Property outside of the Exclusive Rights Area.

The access easements set forth in this paragraph are herein collectively referred to as the "**Access Easement**," and together with the Transmission Easement, the "**Easements**." Grantee shall also have the right and, to the extent used by Grantee the obligation, to maintain and improve any such roads, lanes, tracks and paths within the Exclusive Rights Area in a safe and useable condition for use by Owner and Grantee.

3. Easement Rights. The Easements shall also include the present and future right to: (i) enter on the Easement Area at any time during the Initial Term to conduct inspections, tests, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission studies, archeological assessments, land surveying, title examinations, site engineering, and such other activities as Grantee reasonably deems necessary or appropriate for determining whether the Easement Area is or remains suitable for Grantee's permitted purposes under this Agreement, including, but not limited to, intrusive tests; (ii) permit any other person or entity to attach wires, conductor, cables or conduits or other Easement Facilities to the Grantee's Easement Facilities within the Exclusive Rights Area; (iii) within the Additional Term only, cut down, trim, remove and otherwise control, using herbicides or tree growth regulators or other means, all trees, overhanging branches, vegetation or brush within the Exclusive Rights Area and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, all non-structure supported crops more than ten (10) feet in height, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than ten (10) feet in height; (iv) [reserved] and (v) do anything necessary, useful or convenient for the enjoyment of the Easements.

4. Construction Activities. During any construction of Easement Facilities or any allowed construction in connection with the **Access Easement,** Grantee may use an additional one hundred feet of land, in total (fifty feet on either side of the Easements), to the extent such land is part of the Easement Area and adjacent to the Exclusive Rights Area (the "**Temporary Construction Area**") for construction activities, construction staging and material laydown. Grantee agrees to minimize surface disturbance or damage to the Temporary Construction Area during construction and shall repair, restore, and revegetate such property to its former condition in accordance with NRCS (Natural Resource and Conversation Service) guidelines. Grantee shall notify Owner of the commencement and completion of any construction on the Easement Area.

5. Consideration. As consideration for the Easements and Temporary Construction Area and other rights granted herein, during the Initial and Additional Term, Grantee shall make payments to Owner as set forth on the Fee Schedule attached hereto as Exhibit C (the "**Fee Schedule**"), provided, however, that Owner and Grantee agree and acknowledge that when this Agreement is recorded, the Fee Schedule shall not be recorded, and such lack of recording of the Fee Schedule shall not impair or negate the validity of the Fee Schedule as between the Owner and the Grantee.

6. Term and Termination. Subject to the terms and conditions of this Agreement, the term of this Agreement shall begin on the Effective Date and continue thereafter for an initial period of five (5) years (the "**Initial Term**"), unless terminated by Grantee by written notice to Owner. Grantee must commence construction of the Easement Facilities prior to the expiration of the Initial Term or this Agreement shall automatically terminate. Prior to the expiration of the Initial Term, Grantee shall provide written notice of the commencement of construction and this

Agreement shall automatically be extended for an additional term ending on the earlier of (i) the date that is sixty (60) years from the commencement of construction, or (ii) the date in which the agreement is terminated by Grantee by written notice to Owner that is recorded in the real property records (the "**Additional Term**"). As used herein, "**commence construction**" or "**commencement of construction**" shall mean the point at which permanent physical work of a significant nature begins in connection with the Easement Facilities. Upon the termination of this Agreement, unless Owner and Grantee agree in writing to extend this Agreement, Grantee shall remove the Easement Facilities to the following standards:

a. Roads: To the extent that Owner desires that roads constructed by Grantee pursuant to Section 2 hereof be removed, such roads shall be removed from the Property and Grantee shall repair, restore, and revegetate the land on which the road was located to its original, natural condition in accordance with NRCS guidelines.

b. Underground Lines: For all underground wires, conductors, conduit or cables installed less than four (4) feet below the grade of the land, such items shall be removed from the ground. Grantee shall repair, restore, and revegetate the land on which the road was located to its original, natural condition in accordance with NRCS guidelines. All underground wires, conductors, conduit or cables installed four (4) feet or more below the grade of the land may be abandoned in place, subject to compliance with any applicable statute, ordinance, rule, regulation, or other applicable requirement of any governing jurisdiction. All splice and junction boxes shall be removed from the Property.

c. Overhead power and/or communication facilities (if any) shall be removed from the Property, provided, however, that any foundations may remain in place for all portions of the foundation to a depth of six (6) feet below the historic grade of the land.

d. Intrusive Tests during Initial Term: to the extent any intrusive tests, investigations or other activities are conducted by Grantee during the Initial Term, Grantee shall remediate all such portions of the Easement Area to substantially the same condition (including by repairing, restoring and revegetating) as such portions were in immediately prior to such tests, investigations or other activities.

7. Character of Easements. This Agreement and the Easements shall run with the Exclusive Rights Area. This Agreement and the Easements 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 by, through or under them. Any sale or other transfer of the Exclusive Rights Area by Owner shall be subject to this Agreement and the Easements. The Easements are irrevocable, and Owner has no right to terminate this Agreement except for the following reasons:

a. if Grantee shall fail to pay any consideration pursuant to Exhibit C under this Agreement and such failure continues for a period of thirty (30) days after written notice from Owner; or

b. if Grantee shall fail to perform any of Grantee's covenants pursuant to this Agreement (other than payment of consideration), and such failure continues for a period of ninety (90) days after written notice from Owner (or if such failure is not reasonably capable of being

cured within such period, if Grantee shall not have commenced to cure such failure within such period); or

c. if the Easement Facilities shall have not been used to transmit electrical energy for a continuous period of at least two (2) years and such failure continues for a period of ninety (90) days after written notice from Owner; provided that, the Easement Facilities shall be deemed not to be in disuse, and this termination right not to apply, if the Easement Facilities have not been used to transmit electrical energy during such two (2) year period (I) due to an event of force majeure, or (II) as a result of the re-powering of any wind project serviced by the Easement Facilities.

For the purposes of this Section 7(b):

(i) whether or not the Easement Facilities have been "used to transmit electrical energy" shall be determined first by the parties' mutual agreement, and failing that, by an independent engineer whose selection is mutually satisfactory to the parties (but whose costs are paid by unsuccessful party), in each case, upon review of the data from the high-side meter of any wind project serviced by the Easement Facilities, the utility meter at the point of interconnection for such wind project to the utility substation and such other information as Owner is reasonably able to provide;

(ii) "force majeure" shall mean an event or circumstances beyond the reasonable control of a party. If Grantee intends to rely on the proviso in respect of force majeure, Grantee must, within ninety (90) days of becoming aware of an event or circumstances that could constitute force majeure such that the Easement Facilities may not transmit electrical energy for a significant period of time, provide written notice of the same to Owner. The Parties acknowledge and agree that such event of force majeure may affect the Easement Facilities, any wind project serviced by the Easement Facilities, or any other infrastructure that no longer makes it reasonably possible or profitable to operate such Easement Facilities or wind project; and

(iii) whether or not any wind project serviced by the Easement Facilities has been, or is in the process of being, "re-powered" (it being agreed by the parties that "re-powered" shall require upgrades to, or replacement of, greater than 20% of a wind project's infrastructure), shall be determined first by the parties' mutual agreement, and failing that, by an independent engineer whose selection is mutually satisfactory to the parties (but whose costs are paid by the unsuccessful party), in each case, upon review of such reasonable information requested by such independent engineer in order to make such determination and such other information as Owner is reasonably able to provide.

Except for Section 7.a. above, for which the Lenders' shall only have a ten (10) day cure period, Owner's right to terminate this Agreement shall be subject at all times to the rights of Lenders as set forth in Section 12. In addition, if Grantee disputes Owner's due exercise of such termination rights in accordance with Section 15(c), then Owner shall not be permitted to terminate this Agreement until the full and final resolution of such dispute.

Owner further agrees with respect to the Easements that (a) except as set forth above, no other act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination thereof except upon recordation by Grantee of a quitclaim deed or other release or termination instrument specifically terminating the Easements or conveying the Easements back to Owner; (b) non-use of the entirety of the Easements and/or Easement Area shall not prevent the future use of the entire scope thereof in the event the same is needed; and (c) no use of or improvement to the Exclusive Rights Area by Grantee, and no transfer of the Easements shall, separately or in the aggregate, constitute an overburdening of the Easements.

8. Assignment. Grantee may assign this Agreement or its rights with respect to the Easements at any time, in whole or in part, to an affiliate, a financing entity or an entity taking ownership of all or any part of the wind project served by the Easement Facilities or Easements or transmission lines that serve such wind project, or any user or potential user of the transmission line in connection with this or any other wind project, or any public utility, without the need for Owner's consent. Grantee shall have the right to make a partial conveyance or assignment of the Easements to two or more such persons or entities as tenants-in-common or a grant of license or other use rights who shall have the right to jointly use any Easement Facilities and/or Easements for the purposes permitted under this Agreement; provided that such assignment or partial conveyance shall require such person to compensate Owner on the same terms as set forth in the Fee Schedule without modification to such amounts. The assignor under any assignment hereunder shall not be released from obligations and liabilities accruing before the effective date of such assignment.

Provided the assignor is not in default under any obligation or liability included in this Agreement on the effective date of a full assignment of right, title, and interest in this Agreement, the assignor shall be released from obligations and liabilities accruing after the date such obligations and liabilities are assigned. If assignor is in default under any obligation or liability included in this Agreement on the effective date of a full assignment of right, title, and interest in this Agreement, the assignor shall remain primarily responsible for such obligations and liabilities until the default is fully cured. In all instances involving a partial conveyance or assignment of this Agreement, the assignor and assignee shall be jointly and severally responsible for any obligation or liability included in this Agreement.

9. Compliance with Laws; Costs. Grantee shall comply in all material respects with all laws, regulations and rules governing the erection, installation, construction, reconstruction, replacement, removal, maintenance, operation, use, alteration, improvement, extension, enlargement, inspection, protection, repair, upgrade and relocation of the Easement Facilities. Owner agrees to cooperate fully and promptly with Grantee at no out-of-pocket cost to Owner, and to join in all applications for permits, licenses and governmental approvals or requests for other instruments which Grantee may deem necessary or desirable for purposes of the intended use of the Easements or the development of the Exclusive Rights Area. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, relocation, enlargement, maintenance, operation and use of the Easement Facilities, including the trimming and cutting of any trees and underbrush, shall be borne by Grantee without cost to Owner.

10. Owner's Right to Use the Property. Owner retains the right to use the Property for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee

by this Agreement. Owner specifically reserves the right to use its Property for agriculture, ranching, farming, trapping (excluding the Exclusive Rights Area), and hunting (provided that for hunting, Grantee shall have the right to request that Owner cease all hunting activities while Grantee's personnel are accessing the Easement Area or Exclusive Rights Area). Specifically, but without limiting the generality of the foregoing, (i) Owner shall not undertake or allow any digging, tunneling or other form of construction activity on the Exclusive Rights Area which would disturb or damage the Easement Facilities, unearth, obstruct or interfere with the operation and use of the Easements or Easement Facilities or endanger the lateral support to the Easement Facilities or prevent Grantee from designating and using an Exclusive Rights Area, (ii) Owner shall not grant other persons easements rights in the Exclusive Rights Area and (iii) Owner shall not grant other persons easement rights in the Property outside of the Easement Area if such easement rights adversely impact Grantee's ability to construct and maintain the Easement Facilities within the Exclusive Rights Area.

11. Indemnity. 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 for personal injuries and property damage anywhere on the Property, to the extent proximately caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors, employees, licensees and invitees.

12. Quiet Enjoyment. Owner represents and warrants to Grantee that Owner has merchantable title to the Exclusive Rights Area and warrants title to and quiet enjoyment of the Easements and the Exclusive Rights Area by Grantee and Grantee's employees, members, managers, successors, and assigns against the claims and demands of all persons whomsoever. Owner shall cooperate with Grantee, at Grantee's expense, to obtain a subordination or non-disturbance agreement or other appropriate agreement as determined by Grantee in Grantee's sole discretion from any party that holds a lien, easement, lease, mortgage, deed of trust, mineral or oil and gas right, surface use right, option to purchase or lease, or any other encumbrance or exception to Owner's fee title ownership of the Exclusive Rights Area, recorded or unrecorded (collectively, "**Liens**"), prior to the date of recordation of this Agreement in the public records. Owner agrees to satisfy and pay when due all obligations under any Lien affecting the Exclusive Rights Area including any taxes and assessments. If Owner fails to satisfy and pay when due all obligations under any Lien and Grantee's rights under this Agreement are likely to be adversely affected, Grantee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the holder of the Lien and may offset the amount of such payments from amounts due Owner under this Agreement.

13. Financing. Grantee may, at any time and without the consent of Owner, grant to any persons or entities (herein, together with that persons or entities successors and assigns, a "**Lender**", whether one or more) one or more mortgages, deeds of trusts, liens, security interests or collateral assignments in all or any part of Grantee's Easement interests and other rights under this 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 following provisions of this Section 13, upon delivery to Owner of written notice of Lender's name and address.

a. Consent to Modification, Termination or Surrender. So long as any Mortgage remains in effect and Owner has received prior written notice of such Mortgage, and if requested by Owner, Grantee has confirmed that such Mortgage remains in effect at the applicable time, this Agreement shall not be modified, and, except as provided in Section 1.b. with regard to Grantee's designation of an Exclusive Rights Area, Owner shall not accept a surrender of any of the Easement Area or a termination or release of this Agreement, without the prior consent of the Lender, which consent Grantee shall use commercially reasonable efforts to obtain.

b. Lender Rights. Lender shall have the absolute right to do any act or thing required to be performed by Grantee under this Agreement, and any such act or thing performed by a Lender shall be as effective as if done by Grantee itself. Following acquisition of Grantee's easement interest hereunder by a Lender or its assignee or designee as a result of foreclosure of Grantee's easement interest or assignment of Grantee's easement interest in lieu of foreclosure, or by a purchaser of Grantee's easement interest at a foreclosure sale, this Agreement shall continue in full force and effect and a Lender or other party acquiring title to the easement estate shall, as promptly as reasonably possible, commence the cure of any defaults hereunder and thereafter diligently process such cure to completion; provided, however, a Lender or other party acquiring title to the easement estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party and which do not have a material effect, which obligation shall be on the Lender or other party to demonstrate, on the real property subject to this Agreement or on Owner itself. Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement.

c. Cooperation. Owner, upon written request of Grantee or any Lender, shall promptly execute any estoppel certificates (certifying as to such matters as Grantee may reasonably request, including that no default then exists under this Agreement, if such be the case), affidavits of title, consents to assignments or additional documents, which may be reasonably necessary for recording purposes by Grantee or a Lender.

14. Notices. Any communications, requests, demands, notices or other communication between the parties hereto either required or given under this Agreement, including all documents delivered pursuant to this Agreement, shall be in writing and given to each of the other parties hereto at the addresses set forth for such party in this Section 14 and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic or digital transmission method (provided there is electronic confirmation of delivery); the business day after it is sent, if sent for next business day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express or UPS); and upon receipt, if sent by certified mail, return receipt requested. Any party may change its address for notice set forth in this Section 14, from time to time, by providing notice thereof to each of the other parties hereto. Notice addresses are as follows:

If to Owner, to: Ellin Wynn
P.O. Box 188
Medicine Bow, WY 82329
Email: cjcuypers@wvc-law.com

If to Grantee, to: Last Mile Transmission, LLC
c/o Alterra Power Corp.
Suite 1100, 888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel
Email: generalcounsel@alterrapower.ca

15. Confidentiality. Each party agrees that the terms, conditions and contents of Exhibit C, any documentation or information provided by the other party to such party in connection with Exhibit C and any payment made by Grantee hereunder, shall be kept confidential subject to state or federal laws that require disclosure or reporting of any of the foregoing documentation or information; provided, however, either party may disclose the contents of Exhibit C to it's attorneys, accountants, lenders, and other professionals, as well as in the case of Owner, Owner's immediate family, so long as said persons are made aware of this confidentiality provision and such persons agree to keep such documentation and information confidential.

16. Legal Matters.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming, excluding the choice of law provisions thereof.

(b) The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

(c) **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.** In the event of a dispute arising out of or related to this Agreement, the parties will attempt amicable resolution of such dispute through mediation. If the parties fail to resolve the dispute within thirty (30) days of either party's notice to the other party of said dispute, as either party determines in its sole

discretion, then either party may file suit in any court of competent jurisdiction in the county in which the Property is located, that being Carbon County, Wyoming.

(d) **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, INDIRECT AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT (BUT THIS SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES CONTAINED IN THIS AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS).**

(e) Severability. If any terms or provision of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

(f) Counterparts and Recording. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. A version of this Agreement, without Exhibit C, shall, for the purposes of recording and providing notice to all parties, be deemed to be a counterpart of this Agreement. Owner and Grantee agree that this Agreement (without the Fee Schedule, Exhibit C) shall be recorded in the official real property records for Carbon County, Wyoming.

(g) Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The parties acknowledge and agree that the provisions of this Section 16(g) and (h) shall survive the execution and recording of this Agreement, and the Grantee may seek specific performance of said Sections, together with such other legal and equitable remedies as may be provided by law.

(h) Inaccuracy of Legal Description or Ownership. In the event of any inaccuracy 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, Owner and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Owner and Grantee.

(i) Remedies. In addition to any remedies expressly set forth in this Agreement, except as provided herein, Owner and Grantee shall be entitled to all remedies available in law or in equity and any court enforcing the rights and duties granted in this Agreement shall have the power (insofar as that power may be granted by contract) to issue restraining orders or injunctions as necessary to enforce the provisions of this Agreement; provided, however, that neither this Agreement, the Easements, nor the rights of Grantee granted hereunder shall be terminated under any circumstances.

(j) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior negotiations and understandings with respect thereto. The terms of this Agreement shall not be modified, amended or changed in any respect except by written document signed by Owner and Grantee.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

EXECUTED by Owner on this 1ST day of AUGUST, 2018.

OWNER:

ELLIN WYNN

Ellin G Wynn
ELLIN WYNN

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me by Ellin Wynn this 1ST day of AUGUST, 2018.

WITNESS my hand and official seal.

GABRIELA I. MAJA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084014862
My Commission Expires May 1, 2020

Gabriela Maja
Notary Public

My commission expires:_____

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GRANTEE:

LAST MILE TRANSMISSION, LLC

By: _____
Name: JAY SUTTON
Title: AUTHORIZED SIGNATORY

PROVINCE OF BRITISH COLUMBIA §
§
CITY OF VANCOUVER §

Before me, Luke Pangman, on this day personally appeared Jay Sutton, the Authorized Signatory of Last Mile Transmission, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of August, 2018.

By: _____
Notary Public in and for the
Province of British Columbia

LUKE PANGMAN
Notary Public in and for the
Province of British Columbia, Canada.
My commission is unlimited as to time.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following land in Carbon County, Wyoming:

The north two hundred feet (200) feet of:

Township 23 North, Range 77 West, 6th P.M.
Section 31
Section 32: NE4

Township 23 North, Range 78 West, 6th P.M.
Section 35

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EXHIBIT B

EASEMENT AREA

The following land in Carbon County, Wyoming:

EASEMENT AREA:

The north two hundred feet (200) feet of:

Township 23 North, Range 77 West, 6th P.M.
Section 31
Section 32: NE4

Township 23 North, Range 78 West, 6th P.M.
Section 35

EXHIBIT B-1

EXCLUSIVE RIGHTS AREA

(To be attached upon exercise of option)

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ATTACHMENT C-5
Right-of-Way Grants

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FORM 2800-14
(August 1985)

Issuing Office
Rawlins Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-187003

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776, 43 U.S.C. 1761).

2. Nature of Interest:

   a. By this instrument, the holder:

   Last Mile Transmission, LLC
   1221 Logan Ave.
   Cheyenne, Wyoming 82001

   receives a right to construct, operate, maintain, and terminate a 230 kV transmission line to serve the Last Mile Transmission Line Project on public lands described as follows:

   Sixth Principal Meridian, Carbon County, Wyoming.

   T. 23 N., R. 77 W.,
   sec. 32, N1/2NW1/4.

   T. 23 N., R. 78 W.,
   sec. 32, SW1/4.

   T. 22 N., R. 79 W.,
   sec. 2, SW1/4SW1/4 and SE1/4SE1/4;
   sec. 4, S1/2NW1/4, N1/2SW1/4 and N1/2SE1/4;
   sec. 6, lots 1 thru 4;
   sec. 12, NW1/4NW1/4.

   T. 22 N., R. 80 W.,
   sec. 2, lots 1 and 2.

   T. 23 N., R. 80 W.,
   sec. 22, W1/2NE1/4, and W1/2SE1/4;
   sec. 34, E1/2NE1/4.

   b. The right-of-way or permit area granted herein is 150 feet wide, 26,830 feet in length, and contains 92.389 acres, more or less. If a site type facility, the facility contains _____ acres.

   c. This instrument shall terminate on December 31, 2050, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

   d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

   e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

(continued on page2)

a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The attached stipulations, plans, maps, or designs set forth in Exhibits A (Site Specific Terms & Conditions), B (Plan of Development) and C (map) are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

g. The holder shall comply with all Federal, State, and local regulations whether or not specifically mentioned within this grant.

h. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

i. The holder must be prepared to provide BLM copies of applications for and approved federal, state, and local operating permits.

j. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.

k. The holder shall meet Federal, State, and local emission standards for air quality.

l. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the AO.

m. The ROW holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

n. The holder shall inform the AO within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195.

o. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR 2800 including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and

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ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

p. The holder shall contact the AO at least 48 hours (two days) prior to the anticipated start of construction and/or any surface disturbing activities. This can be done by logging into: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/about/wyoming. Then click on Right-of-Way Construction Notice and fill in the form and submit it. Or, you may call the authorized officer. The AO may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan of development.

q. The holder shall have, on-site, a qualified individual (not the dirt contractor) to serve as Compliance Coordinator. This individual will be responsible for assuring that all requirements of the Plan of Development and appropriate Additional Terms and Conditions are applied. The holder must provide the name of the Compliance Coordinator to the AO prior to any surface disturbance.

r. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the BLM authorized officer (AO). A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the AO. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

s. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

t. The holder shall be responsible for the prevention and suppression of fires on public lands caused by its employees, contractors, or its subcontractors. During conditions of extreme fire danger, surface use operations may be either limited or suspended in specific areas, or additional measures may be required by the AO. Should a fire occur, it shall be immediately reported to this office by calling 307-328-4200, and notifying the Fluid Minerals staff.

u. The holder shall immediately notify the BLM Authorized Officer of any paleontological resources discovered as a result of operations under this authorization. The holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the Authorized Officer and shall protect the discovery from damage or looting. The holder may not be required to suspend all operations if activities can be adjusted to avoid further impacts to a discovered locality or be continued elsewhere. The Authorized Officer will evaluate, or will have evaluated, such discoveries as soon as possible, but not later than 10 working days after being notified. Appropriate measures to mitigate adverse effects to significant paleontological resources will be determined by the Authorized Officer after consulting with the holder. Within 10 days, the holder will be allowed to continue construction through the site, or will be given the choice of either (1) following the Authorized Officer's instructions for stabilizing the fossil resource in place and avoiding further disturbance to the fossil resource, or (2) following the Authorized Officer's instructions for mitigating impacts to the fossil resource prior to continuing construction through the project area. (Modified from 43 CFR 3809.420(b)(8), and BLM IM 2009-011).

v. A litter policing program shall be implemented by the holder, and approved of in writing by the AO, which covers all roads and sites associated with the right-of-way.

w. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except

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for those specific areas designated as restricted by the AO to protect the public, wildlife, livestock or facilities constructed within the right-of-way.

x. Emissions of particulate matter from well pad, road, and other facility construction, operation, and reclamation activities will be minimized by application of water or other dust suppressants. Dust inhibitors (surfacing materials, dust suppressants, and water) will be used as necessary on locations that present a fugitive dust problem. The use of chemical dust suppressants on public surface will require prior approval from the BLM AO.

y. The holder shall comply with the Hazardous Materials Management Plan/Summary in the RMP ROD (Appendix 32) and/or the appropriate EIS ROD, including requirements to transport, store, utilize, and dispose of hazardous substances. The holder shall maintain a hazardous substances release contingency plan that shall include, among other things, provision to notify the BLM AO in the event of any release of hazardous substances associated with project operations.

z. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

aa. The holder shall provide for the safety of the public entering the right-of-way. This includes, but is not limited to barricades for open trenches, flagmen/women with communication systems for single-lane roads without intervisible turnouts, and attended gates for blasting operations.

bb. Holder shall limit excavation to the areas of construction. No borrow areas for fill material will be permitted on the site. All off-site borrow areas must be approved in writing by the AO in advance of excavation. All waste material resulting from construction or use of the site by holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the AO in advance of use.

cc. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four (4) inches deep, the soil shall be deemed too wet to adequately support construction equipment.

dd. Construction-related traffic shall be restricted to routes approved by the AO. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the AO. Authorized roads used by the holder shall be rehabilitated or maintained when construction activities are complete as approved by the AO.

ee. Construction over and/or immediately adjacent to existing pipelines shall be coordinated, and in accordance with, the relevant pipeline companies' policy.

ff. When construction activity in connection with the right-of-way breaks or destroys a natural barrier used for livestock control, the gap, thus opened, shall be fenced to prevent the drift of livestock. The subject natural barrier shall be identified by the AO and fenced by the holder as per instruction of the AO.

gg. Minimize conflicts between project vehicles and equipment and recreation traffic by posting appropriate warning signs and speed limits, conducting holder safety training, and requiring project vehicles to adhere to low speed limits, refrain from littering and drive only on approved project roads. Holders will inform their employees, contractors, and subcontractors that long term camping (greater than 14 days) on federal lands or at federal recreation sites is prohibited. Holders will direct their employees, contractors, and subcontractors to abide by state and federal laws and regulations regarding hunting and artifact collecting.

hh. Weeds shall be controlled on project disturbed areas and native areas infested as a direct result of the project. The control methods shall be in accordance with the approved weed management plan (to be submitted by the Holder), and guidelines established by the EPA, BLM, state and local authorities. Prior to the use of pesticides, the holder will obtain written approval from the BLM Authorized Officer—Weed Coordinator (meaning an approved Pesticide Use Proposal form).

ii. To further reduce the spread of invasive and noxious weeds following construction activities, inspections for noxious weeds will be conducted each year along with revegetation monitoring, during the first five years following construction. Thereafter, weed surveys would be conducted at least once every three years at appropriate times as directed by the AO, for the life of the project. Information from these surveys will be included in the annual report on reclamation status.

jj. To minimize the potential for the introduction of new weeds, the holder shall thoroughly power-wash construction equipment, including the under-carriage, before transporting them to the project area. If portable wash units are utilized, waste water shall only be disposed of at a previously approved facility/location. Compressed air shall not be used as a method for cleaning equipment.

kk. Existing roads and trails on public lands that are blocked as the result of the construction project shall be rerouted or

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rebuilt as directed by the AO.

ll. Clearly remove and segregate all available topsoil from constructed location and surface disturbances including areas of cut and fill. Stockpile and clearly identify top soils at the site for use in reclamation on all areas of surface disturbance (well pads/locations, roads, pipelines, etc.).

mm. No construction and/or reclamation shall block or change the natural course of any drainage, nor shall topsoil, waste, or fill material be deposited below high water lines in riparian areas, flood plains, or in natural drainage ways. The lower edge of soil or other material stockpiles will be located outside active floodplains. All topsoil piles will be placed where they can be retrieved without creating additional surface disturbance and where they do not impede and/or contribute sediment to watershed and drainage flows. The holder shall also reconstruct and stabilize stream channels, drainages, and ephemeral draws to exhibit similar hydrologic characteristics that were found in stable, naturally occurring and functioning systems.

nn. All roads and public areas shall be constructed to provide drainage and minimize erosion. Culverts shall be installed if necessary to maintain drainage.

oo. All drainage ditches and culverts shall be kept clear and free-flowing, and shall also be maintained in accordance with the original construction standards.

pp. The holder shall construct water bars on disturbed slopes as needed and/or prescribed by BLM hydrologist or engineer. Water bars are to be constructed to: (1) simulate the imaginary contour lines of the slope (ideally with a grade of one or two percent); (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible.

qq. Accumulated snow present on the ground at the outset of construction, maintenance, or reclamation activities shall be removed before the soil is disturbed and piled downhill from the disturbed area. Equipment used for any non-construction snow removal operations will be equipped with 6" shoes to ensure blades do not remove topsoil or vegetation and written approval must be obtained before snow removal related to a federal action but outside of designated areas is undertaken. When blading/removing snow, drifts/berms shall be constructed with a gap of 35 yards every ¼ mile, to allow unobstructed movement of wildlife, livestock and human activities.

rr. In accordance with the RMP, construction and other surface disturbing activities will be prohibited with frozen material unless the holder receives an approved exception. When there is a potential for frozen material, the holder is required to request in writing an exception to this limitation. This exception may be approved in writing by the AO.

ss. The annual monitoring report will be submitted to the BLM Reclamation Specialist by March 1 of each year. This report shall include reclamation and restoration efforts, including seeding/re-vegetation, invasive plant treatment/control, and soil stabilization and erosion prevention. The report shall be in accordance and consistent with the BLM and Wyoming Reclamation Policy, RMP (ROD) and Appendix 36, and the EIS. The yearly holder report would include surface disturbance and reclamation data for the previous calendar year.

tt. Reclamation earthwork for final reclamation would be completed within six months of project completion (weather permitting) or project re-disturbance, and would be consistent with the approved reclamation plan.

Reclamation earthwork may include, but not be limited to:

1. Re-contouring and stabilizing the structure locations, access road, cut/fill slopes, drainage channels, and all other disturbed areas, to approximately the original contour, shape, function, and configuration that existed before construction (any compacted backfilling activities would ensure proper spoils placement, settling, and stabilization.
2. Final grading and replacement of topsoil.

uu. All practicable measures would be utilized to minimize erosion and stabilize disturbed soils on or adjacent to the disturbed and reclaimed area. There would be no evidence of mass-wasting, head-cutting, large rills, gullies, down cutting or overall slope instability. Should the use or storage of hay, straw, or mulch be necessary, the holder is required to use certified weed-free hay, straw, and mulch on the BLM lands.

vv. Re-vegetation would consist of species occurring in the surrounding natural vegetation and/or included in the approved seed mix, as approved by the BLM. Inter-seeding, secondary seeding, or staggered seeding may be required to accomplish re-vegetation objectives. The seed mixture(s) would be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There would be no primary or secondary noxious weed seed in the seed mixture. Seed would be tested and the viability testing of seed would be done in accordance with State law(s) and within nine months prior to purchase. Commercial seed would be either certified or registered seed. The seed mixture container would be tagged in accordance

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with State law(s) and available for inspection by the AO. Seed would be broadcast if drilling is not possible. When broadcasting the seed, the pounds per acre are to be doubled. The seeding would be repeated until a satisfactory stand is established as determined by the AO.

ww. Within 30 days of completion, the holder will submit to the authorized officer, as-built drawings and a certification of construction verifying that the facility has been constructed (and tested) in accordance with the design, plans, specifications, and applicable laws and regulations.

xx. Prior to termination of the right-of-way, the holder shall contact the AO to arrange a pre-termination conference. This conference will be held to review the existing reclamation plan and termination provisions of the grant or agree to a new updated reclamation plan.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Last Mile Transmission, LLC

MATTHEW KENNEDY

VP ENVIRONMENT

(Title)

DEC 18 2020

(Date)

for Dennis J Carpenter

Field Manager
Rawlins Field Office

(Title)

JAN 08 2021

(Effective Date of Grant)

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Exhibit A

Site Specific Terms and Conditions
WYW-187003

Wildlife Resources:

a. Surface disturbing and disruptive activities potentially disruptive to nesting raptors are prohibited from February 1 to July 15. (Golden eagle, red-tailed hawk)

b. Surface disturbing and disruptive activities potentially disruptive to nesting raptors are prohibited April 1 to July 31. (Prairie falcon, Swainson's hawk)

c. Surface disturbing and disruptive activities potentially disruptive to nesting raptors are prohibited March 1 to July 31. (Ferruginous hawk)

d. Surface disturbing and disruptive activities within big game crucial winter range will not be allowed during the period of November 15 to April 30.

e. Surface disturbing and/or disruptive activities are prohibited from March 15–June 30 to protect Greater Sage-Grouse breeding, nesting, and early brood rearing habitat within PHMAs or within two (2) miles of the perimeter of an occupied greater sage-grouse lek outside of PHMAs.

f. Surface disturbing and disruptive activities located in potential mountain plover habitat are prohibited during the reproductive period of April 10 to July 10 for the protection of nesting plover. Additional protection measures may be applied if this area is later determined to be within occupied habitat.

g. Placement of power poles within one-quarter mile of prairie dog towns will be avoided; however, in the event that power poles are required to be placed within these towns, raptor anti-perch devices will be required.

h. To protect the identified mountain plover-occupied habitat, power lines will be buried or poles will include a perch-inhibitor in their design. This will be required within one-half mile of the identified mountain plover-occupied habitat.

i. To protect the identified mountain plover-occupied habitat, seed mixes and application rates for reclamation will be designed to produce stands of sparse, low-growing vegetation suitable for plover nesting.

j. Persistent sepal yellowcress plant: avoid intermittent habitat along riverbanks & shorelines on sandy soils near the high water line, reservoirs & playas at 4,300-6,800 feet in elevation.

k. Northern leopard frog: avoid 500 feet of perennial waters within identified northern leopard frog habitat.

l. Projects authorized within a CSU/NSO of an active raptor nest will require the following actions after construction. These actions will be identified by the BLM and implemented by a BLM-approved, Operator-financed biologist: (1) Five (5) years, or as determined by the BLM, of post construction monitoring; (2) the application of mitigation measures, such as flight diverters and/or artificial structures, as determined by the BLM; (3) the submission of a final report to the BLM by October 1st of each year to allow the BLM wildlife Biologist determine the effectiveness of the mitigation measures, including specific impacts to the nest (i.e., nest abandonment, fledgling death) and residual impacts, and (4) the application of additional mitigation measures if the original mitigation has not been effective.

m. Any exceptions to this/these requirements must have prior written approval from the AO.

n. If any dead or injured threatened, endangered, proposed, or candidate animal species is located during construction or operation, the U.S. Fish and Wildlife Service's Wyoming Field Office (307-772-2374), their law enforcement office (307-261-6365), and the BLM Rawlins Field Office (307-328-4200) shall be notified within 24 hours. If any dead or injured sensitive species is located during construction or operation, the BLM Rawlins Field Office shall also be notified within 24 hours.

o. The holder and holder's sub-contracted personnel shall not intentionally harm or harass wild horses, other wildlife, or domestic livestock.

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Cultural Resources:

a. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the AO. Holder shall

suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the AO after consulting with the holder.

b. Avoidance of Cheyenne Miracle Mile Transmission Line site (48CR7262).

c. Avoidance of Historic Rock Creek to Fort Fetterman Road site (48AB356_18).

d. Avoidance of prehistoric site (48CR5035).

Bonding:

a. A bond, acceptable to the authorized officer, shall be furnished by the holder prior to the grant being issued. The amount of this bond shall be determined by the authorized officer. This bond must be maintained in effect until removal of improvements and restoration of the right-of-way have been accepted by the authorized officer.

b. The holder agrees that all monies deposited with the authorized officer as security for holder's performance of the terms and conditions of this grant may, upon failure on the holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the satisfaction of the holder's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

c. Should the bond delivered under this grant become unsatisfactory to the authorized officer, the holder, shall within 30 days of demand, furnish a new bond.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
High Desert District
Rawlins Field Office
1300 North Third Street, P.O. Box 2407
Rawlins, Wyoming 82301-2407
www.blm.gov/wy

In Reply Refer To:
2800 (WYD03) (jw)
WYW-187003-01

JAN 08 2021

Your Reference
Last Mile Transmission Project

CERTIFIED MAIL NO. 7020 1290 0001 2661 0498
RETURN RECEIPT REQUESTED

Mr. Matt Kennedy
Last Mile Transmission, LLC
888 Dunsmuir Street, Suite #1100
Vancouver, Britich Columbia V6C 3K4

DECISION
:
Right-of-Way Grant WYW-187003-01 Issued
Rental Determined
Monitoring Fee Determined

Enclosed, please find a signed right-of-way (ROW) grant, serial number WYW-187003-01, which has been approved by the Bureau of Land Management (BLM), Rawlins Field Office (RFO).

The advance rental for the ROW is determined to be $171.54 for the period from September 1, 2020 to December 31, 2020. The BLM has received your advance rental for this period. All subsequent rental billings will be due January 1, 2021.

The monitoring fee for this ROW is determined to be a Category 6. The BLM has received your monitoring fee.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4, and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within thirty (30) days from receipt of this decision. The appellant has the burden of showing the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 2881.10 for a stay (suspension) of the effectiveness of this decision during the time your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied;

(2) The likelihood of the appellant's success on the merits;

(3) The likelihood of immediate and irreparable harm if the stay is not granted; and

(4) Whether the public interest favors granting the stay.

If you have any questions, or need additional information, please contact Janelle Wrigley, Project Manager, at the address shown above, e-mail jwrigley@blm.gov, or telephone (307) 328- 4307.

Sincerely,

Nancy R Baker

for Dennis J. Carpenter
Field Manager

2 Enclosures:
1 - ROW Grant
2 - Appeals Information Form 1842-1

Form 1842-1
(September 2006)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS
1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL.....

A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the *Notice of Appeal* in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a *Notice of Appeal* in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).

2. WHERE TO FILE

NOTICE OF APPEAL.....
Bureau of Land Management, Rawlins Field Office
P.O. Box 2407
Rawlins, Wyoming 82301

WITH COPY TO SOLICITOR...
Department of the Interior, Office of the Solicitors
755 Parfet Street, Suite 151
Lakewood, Colorado 80215

3. STATEMENT OF REASONS

Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary (43 CFR 4.412 and 4.413).

WITH COPY TO SOLICITOR.....
Department of the Interior, Office of the Solicitors
755 Parfet Street, Suite 151
Lakewood, Colorado 80215

4. ADVERSE PARTIES.....

Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413).

5. PROOF OF SERVICE.....

Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(c)).

6. REQUEST FOR STAY.....

Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a *Notice of Appeal* (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your *Notice of Appeal* (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the *Notice of Appeal* and Petition for a Stay **must** also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that **all** communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

(Continued on page 2)

FORM 2800-14
(August 1985)

Issuing Office
Rawlins Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER WYW-187003-01

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776, 43 U.S.C. 1761).

2. Nature of Interest:

   a. By this instrument, the holder:

   Last Mile Transmission, LLC
   1221 Logan Ave.
   Cheyenne, Wyoming 82001

   receives a right to construct, operate, maintain, and terminate a 230 kV transmission line (temporary work areas) to serve the Last Mile Transmission Line Project on public lands described as follows:

   Sixth Principal Meridian, Carbon County, Wyoming.

   T. 23 N., R. 77 W.,
   sec. 32, N1/2NW1/4.

   T. 23 N., R. 78 W.,
   sec. 32, SW1/4.

   T. 22 N., R. 79 W.,
   sec. 2, SW1/4SW1/4 and SE1/4SE1/4;
   sec. 4, S1/2NW1/4, N1/2SW1/4 and N1/2SE1/4;
   sec. 6, lots 1 thru 4;
   sec. 12, NW1/4NW1/4.

   T. 22 N., R. 80 W.,
   sec. 2, lots 1 and 2.

   T. 23 N., R. 80 W.,
   sec. 22, W1/2NE1/4, and W1/2SE1/4;
   sec. 34, E1/2NE1/4.

   b. The right-of-way or permit area granted herein is 50 feet wide, 26,830 feet in length, and contains 30.796 acres, more or less. If a site type facility, the facility contains _____ acres.

   c. This instrument shall terminate on December 31, 2025, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

   d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

   e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

(continued on page2)

a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The attached stipulations, plans, maps, or designs set forth in Exhibits A (Site Specific Terms & Conditions), B (Plan of Development), and C (map) are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

g. The holder shall comply with all Federal, State, and local regulations whether or not specifically mentioned within this grant.

h. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.

i. The holder must be prepared to provide BLM copies of applications for and approved federal, state, and local operating permits.

j. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.

k. The holder shall meet Federal, State, and local emission standards for air quality.

l. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the AO.

m. The ROW holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

n. The holder shall inform the AO within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195.

o. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR 2800 including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and

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ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

p. The holder shall contact the AO at least 48 hours (two days) prior to the anticipated start of construction and/or any surface disturbing activities. This can be done by logging into: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/about/wyoming. Then click on Right-of-Way Construction Notice and fill in the form and submit it. Or, you may call the authorized officer. The AO may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan of development.

q. The holder shall have, on-site, a qualified individual (not the dirt contractor) to serve as Compliance Coordinator. This individual will be responsible for assuring that all requirements of the Plan of Development and appropriate Additional Terms and Conditions are applied. The holder must provide the name of the Compliance Coordinator to the AO prior to any surface disturbance.

r. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the BLM authorized officer (AO). A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the AO. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

s. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

t. The holder shall be responsible for the prevention and suppression of fires on public lands caused by its employees, contractors, or its subcontractors. During conditions of extreme fire danger, surface use operations may be either limited or suspended in specific areas, or additional measures may be required by the AO. Should a fire occur, it shall be immediately reported to this office by calling 307-328-4200, and notifying the Fluid Minerals staff.

u. The holder shall immediately notify the BLM Authorized Officer of any paleontological resources discovered as a result of operations under this authorization. The holder shall suspend all activities in the vicinity of such discovery until notified to proceed by the Authorized Officer and shall protect the discovery from damage or looting. The holder may not be required to suspend all operations if activities can be adjusted to avoid further impacts to a discovered locality or be continued elsewhere. The Authorized Officer will evaluate, or will have evaluated, such discoveries as soon as possible, but not later than 10 working days after being notified. Appropriate measures to mitigate adverse effects to significant paleontological resources will be determined by the Authorized Officer after consulting with the holder. Within 10 days, the holder will be allowed to continue construction through the site, or will be given the choice of either (1) following the Authorized Officer's instructions for stabilizing the fossil resource in place and avoiding further disturbance to the fossil resource, or (2) following the Authorized Officer's instructions for mitigating impacts to the fossil resource prior to continuing construction through the project area. (Modified from 43 CFR 3809.420(b)(8), and BLM IM 2009-011).

v. A litter policing program shall be implemented by the holder, and approved of in writing by the AO, which covers all roads and sites associated with the right-of-way.

w. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except

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for those specific areas designated as restricted by the AO to protect the public, wildlife, livestock or facilities constructed within the right-of-way.

x. Emissions of particulate matter from well pad, road, and other facility construction, operation, and reclamation activities will be minimized by application of water or other dust suppressants. Dust inhibitors (surfacing materials, dust suppressants, and water) will be used as necessary on locations that present a fugitive dust problem. The use of chemical dust suppressants on public surface will require prior approval from the BLM AO.

y. The holder shall comply with the Hazardous Materials Management Plan/Summary in the RMP ROD (Appendix 32) and/or the appropriate EIS ROD, including requirements to transport, store, utilize, and dispose of hazardous substances. The holder shall maintain a hazardous substances release contingency plan that shall include, among other things, provision to notify the BLM AO in the event of any release of hazardous substances associated with project operations.

z. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

aa. The holder shall provide for the safety of the public entering the right-of-way. This includes, but is not limited to barricades for open trenches, flagmen/women with communication systems for single-lane roads without intervisible turnouts, and attended gates for blasting operations.

bb. Holder shall limit excavation to the areas of construction. No borrow areas for fill material will be permitted on the site. All off-site borrow areas must be approved in writing by the AO in advance of excavation. All waste material resulting from construction or use of the site by holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the AO in advance of use.

cc. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four (4) inches deep, the soil shall be deemed too wet to adequately support construction equipment.

dd. Construction-related traffic shall be restricted to routes approved by the AO. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the AO. Authorized roads used by the holder shall be rehabilitated or maintained when construction activities are complete as approved by the AO.

ee. Construction over and/or immediately adjacent to existing pipelines shall be coordinated, and in accordance with, the relevant pipeline companies' policy.

ff. When construction activity in connection with the right-of-way breaks or destroys a natural barrier used for livestock control, the gap, thus opened, shall be fenced to prevent the drift of livestock. The subject natural barrier shall be identified by the AO and fenced by the holder as per instruction of the AO.

gg. Minimize conflicts between project vehicles and equipment and recreation traffic by posting appropriate warning signs and speed limits, conducting holder safety training, and requiring project vehicles to adhere to low speed limits, refrain from littering and drive only on approved project roads. Holders will inform their employees, contractors, and subcontractors that long term camping (greater than 14 days) on federal lands or at federal recreation sites is prohibited. Holders will direct their employees, contractors, and subcontractors to abide by state and federal laws and regulations regarding hunting and artifact collecting.

hh. Weeds shall be controlled on project disturbed areas and native areas infested as a direct result of the project. The control methods shall be in accordance with the approved weed management plan (to be submitted by the Holder), and guidelines established by the EPA, BLM, state and local authorities. Prior to the use of pesticides, the holder will obtain written approval from the BLM Authorized Officer—Weed Coordinator (meaning an approved Pesticide Use Proposal form).

ii. To further reduce the spread of invasive and noxious weeds following construction activities, inspections for noxious weeds will be conducted each year along with revegetation monitoring, during the first five years following construction. Thereafter, weed surveys would be conducted at least once every three years at appropriate times as directed by the AO, for the life of the project. Information from these surveys will be included in the annual report on reclamation status.

jj. To minimize the potential for the introduction of new weeds, the holder shall thoroughly power-wash construction equipment, including the under-carriage, before transporting them to the project area. If portable wash units are utilized, waste water shall only be disposed of at a previously approved facility/location. Compressed air shall not be used as a method for cleaning equipment.

kk. Existing roads and trails on public lands that are blocked as the result of the construction project shall be rerouted or

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rebuilt as directed by the AO.

ll. Clearly remove and segregate all available topsoil from constructed location and surface disturbances including areas of cut and fill. Stockpile and clearly identify top soils at the site for use in reclamation on all areas of surface disturbance (well pads/locations, roads, pipelines, etc.).

mm. No construction and/or reclamation shall block or change the natural course of any drainage, nor shall topsoil, waste, or fill material be deposited below high water lines in riparian areas, flood plains, or in natural drainage ways. The lower edge of soil or other material stockpiles will be located outside active floodplains. All topsoil piles will be placed where they can be retrieved without creating additional surface disturbance and where they do not impede and/or contribute sediment to watershed and drainage flows. The holder shall also reconstruct and stabilize stream channels, drainages, and ephemeral draws to exhibit similar hydrologic characteristics that were found in stable, naturally occurring and functioning systems.

nn. All roads and public areas shall be constructed to provide drainage and minimize erosion. Culverts shall be installed if necessary to maintain drainage.

oo. All drainage ditches and culverts shall be kept clear and free-flowing, and shall also be maintained in accordance with the original construction standards.

pp. The holder shall construct water bars on disturbed slopes as needed and/or prescribed by BLM hydrologist or engineer. Water bars are to be constructed to: (1) simulate the imaginary contour lines of the slope (ideally with a grade of one or two percent); (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible.

qq. Accumulated snow present on the ground at the outset of construction, maintenance, or reclamation activities shall be removed before the soil is disturbed and piled downhill from the disturbed area. Equipment used for any non-construction snow removal operations will be equipped with 6" shoes to ensure blades do not remove topsoil or vegetation and written approval must be obtained before snow removal related to a federal action but outside of designated areas is undertaken. When blading/removing snow, drifts/berms shall be constructed with a gap of 35 yards every ¼ mile, to allow unobstructed movement of wildlife, livestock and human activities.

rr. In accordance with the RMP, construction and other surface disturbing activities will be prohibited with frozen material unless the holder receives an approved exception. When there is a potential for frozen material, the holder is required to request in writing an exception to this limitation. This exception may be approved in writing by the AO.

ss. The annual monitoring report will be submitted to the BLM Reclamation Specialist by March 1 of each year. This report shall include reclamation and restoration efforts, including seeding/re-vegetation, invasive plant treatment/control, and soil stabilization and erosion prevention. The report shall be in accordance and consistent with the BLM and Wyoming Reclamation Policy, RMP (ROD) and Appendix 36, and the EIS. The yearly holder report would include surface disturbance and reclamation data for the previous calendar year.

tt. Reclamation earthwork for final reclamation would be completed within six months of project completion (weather permitting) or project re-disturbance, and would be consistent with the approved reclamation plan.

Reclamation earthwork may include, but not be limited to:

1. Re-contouring and stabilizing the structure locations, access road, cut/fill slopes, drainage channels, and all other disturbed areas, to approximately the original contour, shape, function, and configuration that existed before construction (any compacted backfilling activities would ensure proper spoils placement, settling, and stabilization).
2. Final grading and replacement of topsoil.

uu. All practicable measures would be utilized to minimize erosion and stabilize disturbed soils on or adjacent to the disturbed and reclaimed area. There would be no evidence of mass-wasting, head-cutting, large rills, gullies, down cutting or overall slope instability. Should the use or storage of hay, straw, or mulch be necessary, the holder is required to use certified weed-free hay, straw, and mulch on the BLM lands.

vv. Re-vegetation would consist of species occurring in the surrounding natural vegetation and/or included in the approved seed mix, as approved by the BLM. Inter-seeding, secondary seeding, or staggered seeding may be required to accomplish re-vegetation objectives. The seed mixture(s) would be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There would be no primary or secondary noxious weed seed in the seed mixture. Seed would be tested and the viability testing of seed would be done in accordance with State law(s) and within nine months prior to purchase. Commercial seed would be either certified or registered seed. The seed mixture container would be tagged in accordance

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with State law(s) and available for inspection by the AO. Seed would be broadcast if drilling is not possible. When broadcasting the seed, the pounds per acre are to be doubled. The seeding would be repeated until a satisfactory stand is established as determined by the AO.

ww. Within 30 days of completion, the holder will submit to the authorized officer, as-built drawings and a certification of construction verifying that the facility has been constructed (and tested) in accordance with the design, plans, specifications, and applicable laws and regulations.

xx. Prior to termination of the right-of-way, the holder shall contact the AO to arrange a pre-termination conference. This conference will be held to review the existing reclamation plan and termination provisions of the grant or agree to a new updated reclamation plan.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Last Mile Transmission, LLC

MATTHEW KENNEDY

VP ENVIRONMENT

(Title)

DEC 18 2020

(Date)

for Dennis J Carpenter

Field Manager
Rawlins Field Office

(Title)

JAN 08 2021

(Effective Date of Grant)

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Exhibit A

Site Specific Terms and Conditions
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Wildlife Resources:

a. Surface disturbing and disruptive activities potentially disruptive to nesting raptors are prohibited from February 1 to July 15. (Golden eagle, red-tailed hawk)

b. Surface disturbing and disruptive activities potentially disruptive to nesting raptors are prohibited April 1 to July 31. (Prairie falcon, Swainson's hawk)

c. Surface disturbing and disruptive activities potentially disruptive to nesting raptors are prohibited March 1 to July 31. (Ferruginous hawk)

d. Surface disturbing and disruptive activities within big game crucial winter range will not be allowed during the period of November 15 to April 30.

e. Surface disturbing and/or disruptive activities are prohibited from March 15–June 30 to protect Greater Sage-Grouse breeding, nesting, and early brood rearing habitat within PHMAs or within two (2) miles of the perimeter of an occupied greater sage-grouse lek outside of PHMAs.

f. Surface disturbing and disruptive activities located in potential mountain plover habitat are prohibited during the reproductive period of April 10 to July 10 for the protection of nesting plover. Additional protection measures may be applied if this area is later determined to be within occupied habitat.

g. Placement of power poles within one-quarter mile of prairie dog towns will be avoided; however, in the event that power poles are required to be placed within these towns, raptor anti-perch devices will be required.

h. To protect the identified mountain plover-occupied habitat, power lines will be buried or poles will include a perch-inhibitor in their design. This will be required within one-half mile of the identified mountain plover-occupied habitat.

i. To protect the identified mountain plover-occupied habitat, seed mixes and application rates for reclamation will be designed to produce stands of sparse, low-growing vegetation suitable for plover nesting.

j. Persistent sepal yellowcress plant: avoid intermittent habitat along riverbanks & shorelines on sandy soils near the high water line, reservoirs & playas at 4,300-6,800 feet in elevation.

k. Northern leopard frog: avoid 500 feet of perennial waters within identified northern leopard frog habitat.

l. Projects authorized within a CSU/NSO of an active raptor nest will require the following actions after construction. These actions will be identified by the BLM and implemented by a BLM-approved, Operator-financed biologist: (1) Five (5) years, or as determined by the BLM, of post construction monitoring; (2) the application of mitigation measures, such as flight diverters and/or artificial structures, as determined by the BLM; (3) the submission of a final report to the BLM by October 1st of each year to allow the BLM wildlife Biologist determine the effectiveness of the mitigation measures, including specific impacts to the nest (i.e., nest abandonment, fledgling death) and residual impacts, and (4) the application of additional mitigation measures if the original mitigation has not been effective.

m. Any exceptions to this/these requirements must have prior written approval from the AO.

n. If any dead or injured threatened, endangered, proposed, or candidate animal species is located during construction or operation, the U.S. Fish and Wildlife Service's Wyoming Field Office (307-772-2374), their law enforcement office (307-261-6365), and the BLM Rawlins Field Office (307-328-4200) shall be notified within 24 hours. If any dead or injured sensitive species is located during construction or operation, the BLM Rawlins Field Office shall also be notified within 24 hours.

o. The holder and holder's sub-contracted personnel shall not intentionally harm or harass wild horses, other wildlife, or domestic livestock.

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Cultural Resources:

a. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the AO. Holder shall

suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the AO after consulting with the holder.

b. Avoidance of Cheyenne Miracle Mile Transmission Line site (48CR7262).

c. Avoidance of Historic Rock Creek to Fort Fetterman Road site (48AB356_18).

d. Avoidance of prehistoric site (48CR5035).

Bonding:

a. A bond, acceptable to the authorized officer, shall be furnished by the holder prior to the grant being issued. The amount of this bond shall be determined by the authorized officer. This bond must be maintained in effect until removal of improvements and restoration of the right-of-way have been accepted by the authorized officer.

b. The holder agrees that all monies deposited with the authorized officer as security for holder's performance of the terms and conditions of this grant may, upon failure on the holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the satisfaction of the holder's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

c. Should the bond delivered under this grant become unsatisfactory to the authorized officer, the holder, shall within 30 days of demand, furnish a new bond.