Kyle Sundman / Pivot Energy William P. Vassil Special Use

PLANNING COMMISSION HEARING April 10, 2023 7:00 p.m.

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FILE SUMMARY



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

MORGAN COUNTY PLANNING COMMISSION FILE SUMMARY April 6, 2023 April 10, 2023 Hearing Date

APPLICANT: Pivot Energy, Kyle Sundman on behalf of Pivot Solar 32, LLC LANDOWNER: William P. Vassil and The South Federal Partnership, LLP

This application is for a Special Use Permit to allow for a solar collector facility with a maximum of power output of 10 MWac. The permitted area is located in part of the NW1/4 of Section 34, Township 4 North, Range 56 West of the 6th PM, Morgan County, Colorado. The property is at the corner of County Road T and County Road 27.5, Brush, Colorado 80723. The permitted area is zoned Commercial and is located in the Brush Fire District.

The applicant, Pivot Energy, has filed an application on behalf of Pivot Solar 32, LLC, who will be the operator of the facility and project and who is leasing approximately 57 acres. The facility will be constructed in several phases and consist of solar panels and inverters mounted on steel posts/beams, concrete pad mounted transformers, and other electrical equipment, an access drive with hammerhead emergency turn-around, and perimeter fencing with locked gates. The locked gates will be accessible to emergency services.

During construction, onsite activity is expected to take place between the hours of 7am and 6pm, Monday through Friday and the crew will made up of approximately 40 people. During operation the facility will not be staffed so will have minimal traffic impacts once constructed.

In addition to the permit application, packets for the Planning Commission hearing include referral responses from Xcel Energy. Xcel has no particular concern provided that a minimum 10 foot radial clearance is maintained at all times from all overhead electric facilities.

Finally, there are no concerns from Matt Harris with Harris Engineering Consultants, Inc., the County's consulting engineer, after review of the preliminary engineering reports with drainage plans.

In reviewing these applications, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-395 of the Morgan County Zoning Regulations have been satisfied. In addition, the County shall consider whether each application for solar collector facility complies with the requirements of the Solar Collector Regulations in Zoning Regulations.

Section 2-395 Special Use Permit Criteria:

(A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. The property is located in the northeast planning area.

Chapter 2 – Plan Summary

2.II.A - Economic Development

Goal – Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.

This project will generate additional property taxes without strain on public resources provided by the county. To the extent possible the operator will seek to hire local contractors throughout construction and the life of the project.

2.E.1 Utilities

Goal: To ensure that adequate and financially secure public utilities are provided to all developments in Morgan County.

This project will not require the use of water, sewage or telecommunications onsite and will connect directly into Xcel Energy's existing electrical infrastructure on the east side of Co. Rd. 27.5.

Chapter 5 - Environment

5.IX

Goal - To preserve the manmade and natural environment in order to enhance the quality of life in Morgan County.

This project will not impact wetlands, floodplain or drainage patterns. This project will encourage use of renewable resources and production of electric power.

- (B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
- (C) The Site Plan conforms to the district design standards of Section 2-420 and Section 4-820 of the Morgan County Zoning Regulations.

 A revised Site Plan meeting the setbacks as shown in Section 4-825(D)(1) of the Morgan County Zoning Regulations will be required prior to the Board of County Commissioners hearing.
- (D) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.

 During construction and when necessary water trucks will be used for dust mitigation.

 Upon completion of the project the site will be reseeded with a native low-growth prairie grass mix. Landscaping maintenance will occur on a regular basis during the growing season.
- (E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.

 The closest residences to the facility are more than 500' to the south and northwest.

 Across Co. Rd 27.5 to the east is the former High Plains Correctional Facility that is now vacant.

- (F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest. A solar glare analysis was completed using the industry standard tool for studying glare impacts. East and westbound traffic on I-76 from County Road 27, east and westbound traffic on Co Rd 7, north and southbound traffic on Co Rd 27.5 as well as glare from 6 observation points at nearby residences and businesses were evaluated in the analysis. No instances of glare caused by the project. The project will have minimal impacts on surrounding adjacent uses as the facility is unstaffed, generates no emissions, emits no light or discernible noise.
- (G) The special use proposed is not planned to be developed on a non-conforming parcel. *The parcel is conforming.*
- (H) The applicant has adequately documented a public need for the project, all pertinent technical information, and adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review.

 The energy generated from this project will be injected into Xcel Energy's existing electrical infrastructure along Co. Rd. 27.5 and will provide cost savings to participating electrical ratepayers as part of Xcel Energy's Solar*Rewards Community program.
- (I) For any special use requiring a supply of water that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability.

 This project does not require a water supply.

The following conditions are recommended if the Special Use Permit is approved:

- 1. All necessary land use, environmental, and construction permits, approvals and authorizations will be obtained prior to the start of and during construction as required and may include, but are not limited to, land use permits, right-of-way (ROW) permits, road use agreements, access permits, oversize/overweight permits, grading permits, and stormwater permits.
- 2. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the solar collector facility and may include, but are not limited to, interconnection/crossing agreements, final drainage & erosion control plan, signed and sealed geotechnical report, decommissioning plan, operations and maintenance plan, Liability Insurance Certificate, final locations for any laydown yard, a copy of the APEN issued by the Colorado Department of Public Health and Environment, Unanticipated Discovery plan, and glare analysis.
- 3. Pivot Solar 32 LLC will comply with proposed decommissioning plan, any modifications/deviations from the proposed plan must be approved by the County.
- 4. The solar collector facility shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.

- 5. Prior the commencement of construction, Pivot Solar 32 LLC will enter into a road use agreement for the use of any public road during construction which shall include the following:
 - a. A map showing which County roads will be used during construction.
 - b. A pre-construction baseline inventory of County roads to be used during construction to document their pre-construction condition, obtained by and paid for by the applicant.
 - c. A mitigation plan to address traffic congestion, control, and potential impacts to County roads to be used during construction. The mitigation plan shall also include any dust mitigation activities.
 - d. A requirement that the applicant to return any County roads to their pre-construction baseline condition.
 - e. A requirement to post financial security in an amount not less than one hundred fifteen percent (115%) of the estimated cost to complete all road restoration, in the form of an irrevocable letter of credit or cash escrow. Cost estimates shall be provided by a licensed Colorado engineer. Upon preliminary acceptance of the restored public road, the County shall release all but fifteen percent (15%) of total actual costs of restoration of the public roads, so long as Pivot Solar 32 LLC is not in default of any provision of the public improvements agreement. The County shall inspect the restored roads and Pivot Solar 32 LLC shall pay to the County the cost incurred by the County in conducting such inspections. These costs shall be due and payable upon demand of the County. Pivot Solar 32 LLC shall be responsible for correcting or properly completing the restoration.
 - f. The residual fifteen percent (15%) retained by the County shall act as security for Pivot Solar 32 LLC's guarantee that the restoration remains free of defect during a two year warranty period. Pivot Solar 32 LLC may at any time during the preliminary acceptance or warranty period offer to provide a substitute or supplemental form of financial security to that security as originally posted with and/or retained by the County. The County may accept substitute or supplemental forms of security in its sole discretion.
- 6. The project area shall be reclaimed and/or reseeded as soon as practicable but no later than six months after Pivot Solar 32 LLC, LLC has completed construction, unless the County Planning Administrator grants an extension for demonstrated good cause.
- 7. Construction occurring with ¼ quarter mile of any residence shall not commence earlier than 7 a.m.
- 8. Pivot Solar 32 LLC shall prevent the existence of any nuisances by way of its construction activities. All trash, litter, construction waste and any potentially hazardous materials shall be disposed of properly off-site. If the County determines that a nuisance exists and the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the County, the County may, upon thirty (30) days' notice under this Agreement, draw upon the Performance Guarantee to pay the cost and expenses of abating the nuisance. The decision to draw on the Performance Guarantee shall be within the sole discretion of the County.
- 9. Pivot Solar 32 LLC shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.

10. Pivot Solar 32 LLC shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice Pivot Solar 32 LLC for costs and fees and payment will be due by Pivot Solar 32 LLC within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.

Nicole Hay, Morgan County Planning Administrator

ORIGINAL SUBMITTAL

Right to Farm



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

February 24, 2023

Pivot Energy Attn: Kyle Sundman 1750 15th St, Suite 400 Denver, CO 80202

Sent via email: ksundman@pivotenergy.net jfriedman@pivotenergy.net

Dear Applicant:

Your Application for a Use by Special Review has been received by our office and will go through a full review. The hearing for the Planning Commission will be held on April 10th, 2023 at 7:00 P.M.

Mineral Right notifications need to be made by March 11, 2023 and proof of mailing provided to our office no later than March 26, 2023 (at least 15 days prior to the above mentioned decision date).

Public Notice sign posting on the property will need to happen no later than March 31, 2023 and Pictures and affidavit are needed in our office no later than April 5, 2023.

It is necessary that you and the landowners or their representatives be present at the hearing to answer any questions the Planning Commission may have. Do not hesitate to contact us at any time if you have questions.

Sincerely,

Nicole Hay

Nicole Hay Planning Administrator



MORGAN COUNTY PLANNING ZONING & BUILDING DEPT. 231 Ensign, P.O. Box 596 Fort Morgan, Colorado 80701 PHONE (970)542-3526 FAX (970)542-3509

EMAIL: permits licensing@co.morgan.us

PERMIT	# <u>SU2023</u>	- 0007
Date Received 219		y 75
App Fee \$5000 Ck/	CC#: P	aid 2 9 123
Minor Amend Fee: \$	CK/CC #:	Paid/_/
Recording Fee \$		Paid/_/
PC Date: 4/10/2	BOCC Date: 5	5/16/23
100 Year Floodplain?	YN Taxe	s Current Y9N

SPECIAL USE PERMIT APPLICATION

(Also to be used as application for Amendments to Existing Special Use Permits)

Landowner MUST Sign Application and Right to Farm Policy

APPLICANT	LANDOWNER				
Name Kyle Sundman, Pivot Energy	Name_William Vassil				
Address 1750 15th St, Suite 400 Denver, CO 80202	Address 2429 S Chase Lane Lakewood, CO 80227				
Phone () 719-233-4322 Email ksundman@pivotenergy.net	Phone () Email wpvcir@gmail.com				
RRIFE DESCRIPTION OF APPLICATION					
	Il size. To be completed in phased development				
BRIEF DESCRIPTION OF APPLICATION Solar facility not to exceed 10MWac in total PROPERTY LEGAL DESCRIPTION Address (if available): 40.271603° -103.632000°, Parcel 103734					
Solar facility not to exceed 10MWac in total PROPERTY LEGAL DESCRIPTION Address (if available): 40.271603° -103.632000°, Parcel 103734 S: 34 T: 4 R: 56 N ½ NV	4000002				
Solar facility not to exceed 10MWac in total PROPERTY LEGAL DESCRIPTION Address (if available): 40.271603° -103.632000°, Parcel 103734	4000002				

SEE REQUIRED ATTACHMENT LIST ON BACK OF THIS PAGE.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR PROCESSED.

SPECIAL USE PERMIT REQUIRED ATTACHMENT LIST

<u>Fee:</u>	☑ Non-Refu	ndable Applic	eation Fee			
		*Additional fees and charges may be required pursuant to Section 2-160 of Morgan County Zoning Regulations				
<u>Project Narrat</u>	<u>ive</u> : 🗆 Narrative	– Including th	ne following:			
	Property of Proper	an se: https://morg prehensive- Pla ow this project rmit pursuant ow the project/ oject/proposed Supplementary impgrounds, I inges, Home ireless Service ow project will d off-site impact poosed length	est al complies with the Morgan (cancounty.colorado.gov/sites/n	norgancounty/files/Co ia for Special Use egulations fic criteria related to the ng Regulations Chapter but not limited to: rels, Outdoor Shooting Mobile Home Parks, ESS ljacent uses easures roject		
Environmental			onmental impacts the Special roposed mitigation measures:			
D	Air Quality	☑ Dust	Existing Vegetation	Land Forms		
<u> </u>	Noise	☑ Odor	Storm Water Runoff	☑ Water Resources		
Ų	Wetlands	Wildlife	Existing Vegetation Storm Water Runoff Visual Amenities	☐ Other		

Map & Plans:	Special Use Map meeting the requirements of Sec. 2-420 and any specific map requirements for the proposed use including but not limited to: Campgrounds, Livestock Confinement, Kennels, Outdoor Shooting Ranges, Home Occupations, Oil and Gas, Mobile Home Parks, Wireless Service Facilities, Solar, Wind and BESS. Sample Map attached to application for reference
	☐ Drainage/Run-Off Control Plan may be required if the Planning Administrator determines that the use or building meets one of the following criteria:
	 (1) The accessory use or building may have a drainage impact on adjacent properties; (2) The accessory use or building may have a drainage impact on adjacent right of ways; (3) The accessory structure is 5000 square feet or larger.
	Decommissioning Plan [Wind, Solar, BESS]
	☐ Geotechnical Report [Wind, Solar]
	☐ Maintenance Statement [Wind, Solar, BESS]
	Water and/or Wind Erosion Control Plan [Wind, Solar]
	Fire Mitigation Plan [BESS]
	□ Specification Sheet [BESS]□ Emergency Operation Plan [BESS]
	Emergency Operation Tan [DESS]
Ownership:	Current title insurance commitment (last 6 months) Mineral Rights Holders Notification Notice to FFA & Approval Letter [Wind] Notice to Operator of Communication Link (if applicable) [Wind] Proof of current paid taxes
<u>Utilities/Access</u>	; Water tap (Will Serve letter or proof of access to a well)
	☐ Sewer (Septic Permit, Will Serve Letter from NCHD or proof of other public system)
	☐ Electric (Electric bill or letter of commitment from electricity provider)
	☐ Driveway Permit from CDOT or Morgan County Road & Bridge (If required by staff)
	☐ Ditch Company- Proof of contact if there is a ditch on or next to subject property
	☐ Architecture Control Approval (if applicable)
	☐ Utility Interconnection or Crossing Certification [Wind, Solar]
	☐ Road Agreement [Wind, Solar]
	☐ Electrical Diagram [BESS]

<u>Vested Rights:</u>	□ Vesting Rights (Optional). If applying for vested rights with special us application, the following must be submitted:
	☐ Period of time Vesting Rights are requested
	☐ Development schedule including timeline and phases
	☐ Reason for request
	☐ Other pertinent factors concerning the development
	☐ Additional application fee for vesting rights application
<u>Miscellaneous</u> :	Right to Farm Policy signed by Landowner (attached)
•	☐ Liability Insurance for Solar, Wind and/or BESS projects
	☐# Paper Application sets
	☐Digital Copy of Application (One sided only)
	 ☐ Posted Public Notice Verification: ☐ Notarized affidavit with photographs from a distance & close-up
	This must be submitted PRIOR to Planning Commission hearing and PRIOR to Morgan County Board of Commissioners hearing
	☐ Additional Information required by staff:

APPLICANT & LANDOWNER'S STATEMENT

I certify that the information and ex Application must be signed by land	hibits I have submitted are owners as shown on title in	true and correct to the best of my knowledge. surance/commitment.
Kyle Sundman Approant Signature	02/03/2023 Date	Landowner Signature Date Date
Applicant Signature	Date	Manager South Federa (Fartners)



MORGAN COUNTY, PLANNING, ZONING & BUILDING DEPT.

231 Ensign, P.O. Box 596 Fort Morgan, Colorado 80701 PHONE (970) 542-3526 FAX (970) 542-3509

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.

Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office and the County Planning and Zoning Department, and County Attorney.

RECEIPT AND STATEMENT OF UNDERSTANDING

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

To Be Signed by Landowner

Signature Dayé / Milliam P. VASSI Printed Name 2429 Socith Chase hen t

Address Lake wood, Coo 8022

Adopted by the Morgan County Board of County Commissioners by Resolution #96BCC41 on July 23, 1996 and amended by Resolution 2008 BCC 34 on September 2, 2008.

APPLICANT NARRATIVE

Pivot Solar 32 LLC - Project Narrative

1. Project description

- Pivot Solar 32 LLC ("Pivot") is seeking to construct a solar garden in Morgan County that will not exceed 10MWac in size on Parcel # 103734000002.
- Pivot is leasing approximately 57 acres for solar. We expect to host approximately 10MWac of solar, which will be constructed in multiple phases.
- The first phase of the solar array will deliver electricity to Xcel Energy for 20 years through the Utility's
 "Solar Rewards*Community" program. The applicant has a lease with the landowner that provides
 two options to extend for 10 years each, for a total life of 40 years prior to decommissioning and
 restoring the parcel.
- The panels are expected to be approximately ten feet above grade at their highest point and will be surrounded by a decorative wildlife-friendly game fence, like what the Colorado Department of Transportation ("CDOT") and Colorado Parks and Wildlife ("CPW") use. The exact height of the array is subject to final structural engineering.
- The project lease area will include panels and inverters mounted on steel posts/beams, concrete-padmounted transformers, and other electrical equipment, an access drive with hammerhead emergency turn-around, and perimeter fencing with gates.
- A contracted Operations and Maintenance ("O&M") crew of one to four people will visit the site up to
 eight times annually for routine inspections, maintenance, and vegetation control and on an asneeded basis to address equipment outages. There will be no permanent staff on the site, which will
 be remotely monitored.
- Upon the conclusion of the project's useful life, the project owner will remove all project materials
 and return the property to the landowner in the originally leased condition, minus any vegetation and
 grading. Please reference the attached Decommissioning Plan for more information.

2. Purpose of request

- Pivot's ground lease presents an advantageous opportunity for Morgan County, and the State, to generate additional revenue. Tax revenues from this project would far exceed any revenues that would be collected from agricultural leases on the same acreage.
- This project has committed to donating 100% of the energy produced to low-income Coloradans. Pivot's goal is to support and alleviate some financial pressure around paying for their energy bills.
- The proposed solar array will meet the health, safety, and welfare goals of the County because the
 array will not produce any odors or fumes. The solar array will help produce clean, long-term energy
 for the County, therefore meeting the goals of maintaining a healthy society.

3. Compliance with the Morgan County Comprehensive Plan

- The Morgan County Comprehensive Plan's policy goal for economic development is the following:
 Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.
 - The solar facility will bring renewable energy to Morgan County residents. Whenever possible, Pivot and our construction partners will work with local companies to provide labor and materials for the construction and ongoing maintenance of the solar facility.
 - The project will donate 100% of the energy produced to low-income Coloradans. This
 assistance will help alleviate the cost of energy bills and can allow residents to spend more

Pivot Solar 32 LLC - Project Narrative

- The proposed project will have a minimally intensive impact on the land and will not deplete natural resources.
- Any temporary disturbance of plant or animal habitat related to the construction of the project will be mitigated during post-construction site stabilization, including reseeding with native low-growth grasses as selected or recommended by the County staff.
- This site is great for solar because it is in a low-traffic area that is not currently utilized.
- Pivot does not expect to do any major grading or earthwork onsite during constriction.
- Once construction has commenced, the site will run without personnel and will not impact local traffic patterns.

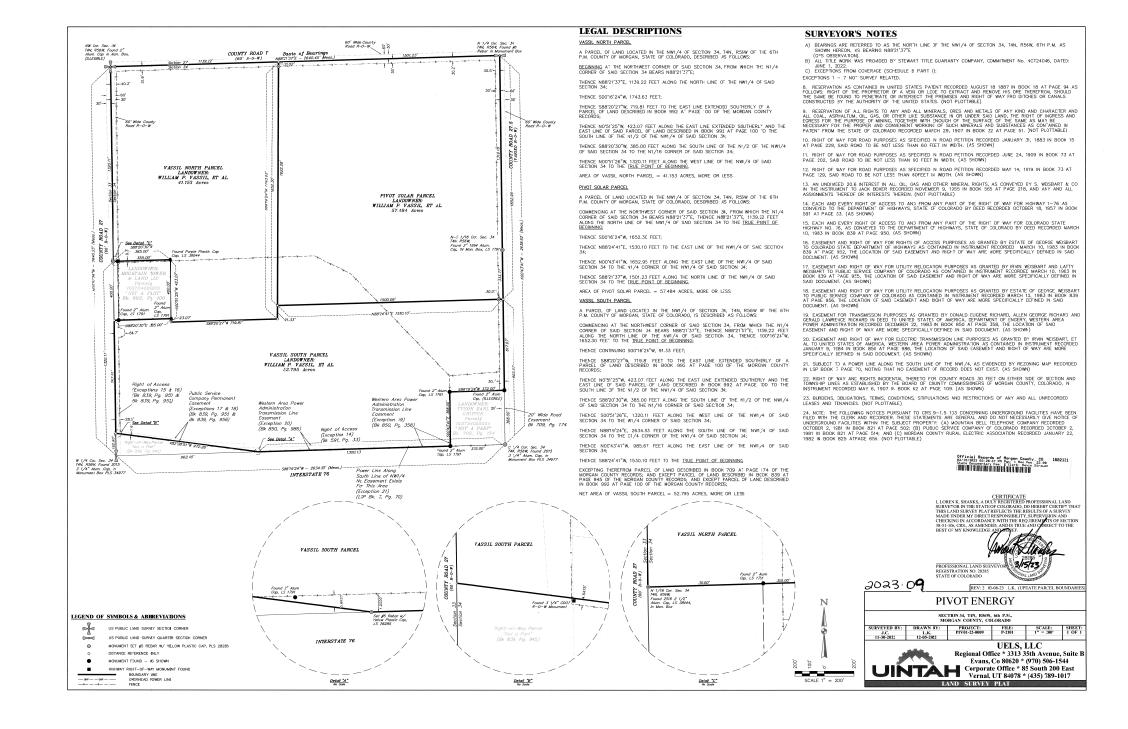
7. All off-site impacts and proposed mitigation measures

- The site will not utilize and public utility facilities, such as water or sewer. The site also will not be
 accessible to the public. Only the maintenance crew and emergency services will have access to the
 site.
- The site will be surrounded by a decorative, wildlife-friendly game fence which will serve to break up the visual impact of the facility when viewed from adjoining properties. The fence will be approximately 8-feet in height and will have a gate locked to the public.

8. Development or Implementation schedule of project

- During construction, crews will be on-site from approximately 7:00 am 6:00 pm Monday-Friday.
 Most vehicles will arrive early in the morning (7:00 to 9:00 am) and will begin departing the construction site around 3:00 pm.
- Once constructed, the site will be unmanned but the solar farm will generate electricity during daylight hours each day of the year.
- Operations and maintenance crews will be on-site up to eight times annually for up to four hours per visit.
- During the construction phase, there will be a crew made up of approximately 40 people on site each
 day. The construction crew will consist of project managers, laborers, electricians, civil contractors,
 and any other necessary personnel for the project. Once construction is complete, there will be no
 one on site, other than the O&M crew during their scheduled trips. The site will not be open to the
 public.
- The gate around the site will be locked and will only be accessible to those constructing the facility or periodically maintaining the facility. The site will also be accessible to life-safety emergency personnel.

SITE PLAN / MAPS



PIVOT SOLAR 32 ON VASSIL PARCEL

CASE NUMBER:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO

COUNTY ROAD T

SUPPLEMENTAL NARRATIVES

DRAINAGE AND TRAFFIC STUDIES HAVE BEEN PREPARED FOR THIS PROJECT. THESE DOCUMENTS ARE INCLUDED FOR SUBMISSION TO MORGAN COUNTY AND SHALL BE INCORPORATED HEREIN BY THIS REFERENCE.

EGEND	
	PROPERTY BOUNDARY
	SETBACK
	EXISTING EASEMENT
	EXISTING EDGE OF PAVEMENT (EOP)
	SOLAR FACILITY PERIMETER FENCE
	EXISTING FENCE
	PROPOSED 20' WIDE

GRAVEL ACCESS ROAD

PROPOSED CONCRETE



VICINITY MAP SCALE 1" = 500'

LEGAL DESCRIPTION

THE N1/2 OF THE NORTHWEST 1/4 AND E1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 QUARTER, SECTION 34, TOWNSHIP 4 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORGAN COUNTY, STATE OF COLORADO.

SHEET INDEX Sheet Number Sheet Description COVER SHEET EXISTING CONDITIONS SHEET SITE PLAN GESC PLAN SITE DETAILS (1) SITE DETAILS (2)

SITE DETAILS (3)

APPLICANT

PIVOT SOLAR 32 LLC PIVOT ENERGY INC AND ALL SUCCESSORS 1750 15TH STREET, SUITE 400 DENVER, COLORADO 80202 CONTACT: KYLE SUNDMAN (888) 734-3033

OWNER

WILLIAM P. VASSIL SOUTH FEDERAL PARTNERSHIP, LLC 2429 CHASE LANE LAKEWOOD, COLORADO 80227-3902

ENGINEER

ENERTIA CONSULTING GROUP, LLC 1515 MARKET STREET DENVER, COLORADO 80202 CONTACT: RICK HAGMAYER, PE (609) 234-5502

SITE DATA

PARCEL #: 103734000002 ZONE DISTRICT: C PROPERTY AREA: 57.43 ACRES SOLAR FACILITY AREA

PHASE 1: 27.06 ACRES PHASE 2: 26.22 ACRES

SYSTEM SIZE:

PHASE 1: 5.0 MW PHASE 2: 5.0 MW

SOILS: SANDY LOAM, LOAMY SAND - NRCS TYPE A

VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING.

MARCH 22, 2023

1 OF 7

FOR BURIED UTILITY INFORMATION THREE (3) BUSINESS DAYS **BEFORE YOU DIG CALL 811** (OR 1-800-922-1987) UTILITY NOTIFICATION DWG CENTER OF COLORADO (UNCC)

CLERK AND RECORDER'S CERTIFICATE STATE OF COLORADO

) SS. COUNTY OF MORGAN

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK ____.M
THIS _____ DAY OF _____, 20____, AND IS DULY RECORDED IN

RECORDING FEES OF _____ ARE PAID.

CLERK AND RECORDER

DEPUTY

CASE NUMBER: _

PROPERTY BOUNDARY LEASE BOUNDARY 500' PROJECT RADIUS ZONING LINE EDGE OF GRAVEL EXISTING FENCE EXISTING MAJOR CONTOUR (5' CONTOUR) EXISTING MINOR CONTOUR (1' CONTOUR) FLOW DIRECTION

SCALE: 1"=200'

PIVOT SOLAR 32 ON VASSIL PARCEL

CASE NUMBER:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO



Mo. Date
Denver, colorado 80202
Denver, color

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.
0 SCALE
DATE MARCH 22, 2023

DATE MARCH 22, FILE DWG

FOR BURIED UTILITY INFORMATION

THREE (3) BUSINESS DAYS
BEFORE YOU DIG
CALL 811
(OR 1-800-922-1987)
UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
WWW.UNCC.ORG

SHEET 2 OF 7

CASE NUMBER:

PIVOT SOLAR 32 ON VASSIL PARCEL

CASE NUMBER: _____

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO

PROPERTY BOUNDARY LEASE BOUNDARY LEASE BOUNDARY EXISTING EASEMENT EDGE OF PAVEMENT (EOP) SOLAR GARDEN PERIMETER FENCE (DECORATIVE GAME FENCE) EXISTING FENCE EXISTING FENCE

SOLAR FACILITY TO BE DESIGNED

BY ELECTRICAL ENGINEER

NOTES

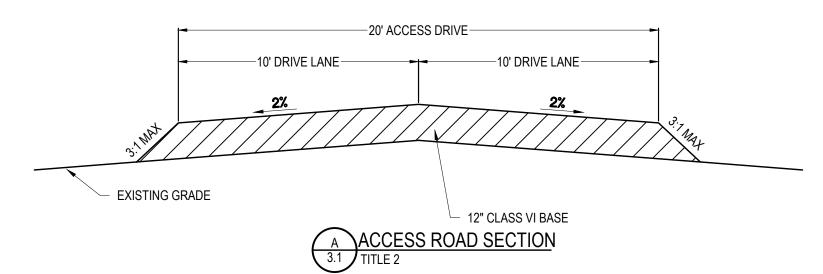
- 1. EQUIPMENT PAD TYPICALLY INCLUDES AC COMBINER PANEL, AC SWITCHGEAR, LOW VOLTAGE PANEL, ZIG ZAG TRANSFORMER, PRODUCTION METER, AC DISCONNECT, LOCKING BILLING METER, DAS, POCC. LOCATIONS OF EQUIPMENT PROVIDED ON THIS PLAN ARE PRELIMINARY IN NATURE AND DO NOT CONSTITUTE FINAL DESIGN.
- 2. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES, WHETHER SHOWN OR NOT SHOWN ON THE APPROVED CONSTRUCTION DOCUMENTS.
- 3. PROVIDING NOTIFICATION AND RECEIVING MARKINGS OF UNDERGROUND MEMBER UTILITIES IN NO WAY CONSTITUTES PERMISSION TO PERFORM CONSTRUCTION.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION, WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING STRUCTURES AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES AND UTILITIES MAY EXIST, AND TO REPAIR OR REPLACE ANY STRUCTURES AND UTILITIES THAT MIGHT BE DAMAGED.

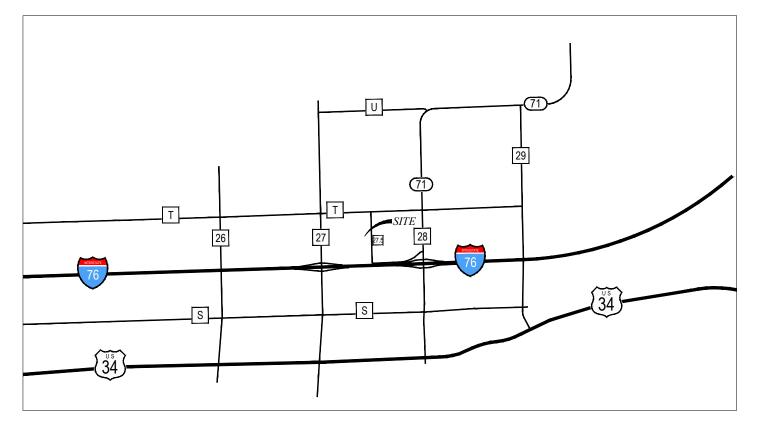
LAND USE INFORMATION:

CASE NUMBER:

ZONING: C (COMMERCIAL)
SETBACK REQUIREMENTS:
50 FEET TO PUBLIC RIGHT OF WAY
20 FEET TO PROPERTY LINE
500 FEET TO INHABITABLE BUILDING

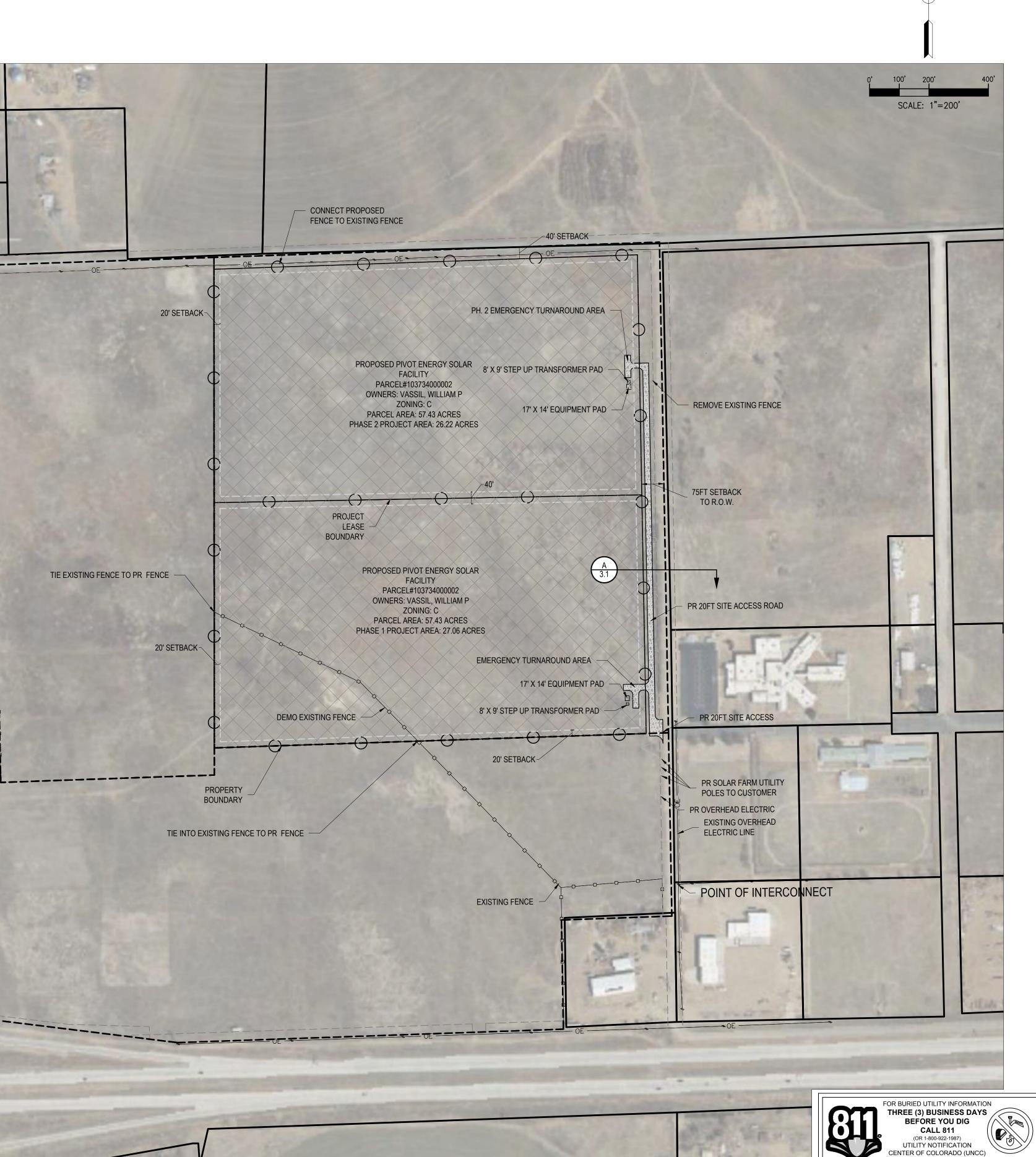
- 5. LOCATIONS OF UTILITIES REPRESENT THE BEST KNOWN LOCATIONS AT THE TIME OF PREPARATION OF DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES IN ADVANCE OF EXCAVATION. RELOCATION OF UTILITIES IS NOT ANTICIPATED FOR THIS PROJECT. IF REQUIRED, THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE THE RELOCATION EFFORT. LINES NOT RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THE MINOR ADJUSTMENT OF STRUCTURES IN ORDER TO CLEAR A CONFLICTING UTILITY.
- 6. THERE ARE NO PROPOSED GRADING ACTIVITIES WITH PIVOT ENERGY SOLAR FACILITY. IT IS ANTICIPATED THAT THE PV ARRAYS CAN BE SITED AT EXISTING GRADE.
- 7. TREES AND SHRUBS ARE TO BE REMOVED AS NECESSARY TO ALLOW FOR THE INSTALLATION OF THE ARRAYS AND TO ELIMINATE SHADING.
- 8. THE LOCATIONS AND QUANTITIES OF SOLAR ENERGY GENERATION EQUIPMENT SHOWN ARE NOT FINAL AND SHALL BE SUBJECT TO FINAL DESIGN WITHIN THE DESIGNATED LEASE BOUNDARY AREA.
- 9. DURING CONSTRUCTION ALL PORTABLE TOILETS TO BE SCREENED FROM ROADS AND ADJACENT PROPERTIES.
- 10. PROPOSED INVERTERS WILL EITHER BE LOCATED THROUGHOUT THE ARRAY ON THE ROW ENDS OR CLUSTERED ON A RACK WITH SUFFICIENT CLEARANCE.
- 11. ALL APPROVALS OF THIS PLAN ARE FOR PIVOT ENERGY INC, PIVOT SOLAR 32 LLC, AND ALL





VICINITY MAP

SCALE 1" = 5000'



TE 400 1515 MARKET STREET, SUITE 100
DENVER, COLORADO 80202
DENVER,

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.
0 SCALE

SCALE

MARCH 22, 2023

DWG
SHEET 3 OF 7

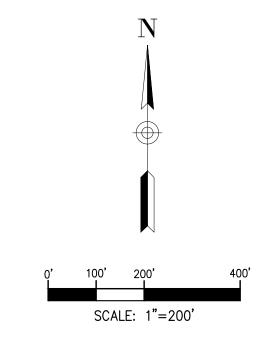
LEGEND LIMITS OF CONSTRUCTION 8' DECORATIVE GAME FENCE **SOLAR PANELS** PROPOSED CLASS V OR VI 20' **GRAVEL ACCESS** PROPOSED CONCRETE EX 5' CONTOUR EX 1' CONTOUR

NO WORK AREA

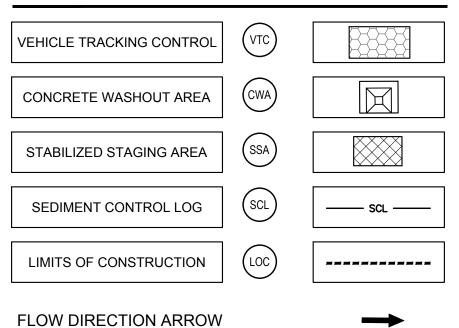
PIVOT SOLAR 32 ON VASSIL PARCEL

CASE NUMBER:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 56 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF MORGAN, STATE OF COLORADO



EROSION & SEDIMENT CONTROL LEGEND





EROSION & SEDIMENT CONTROL NOTES

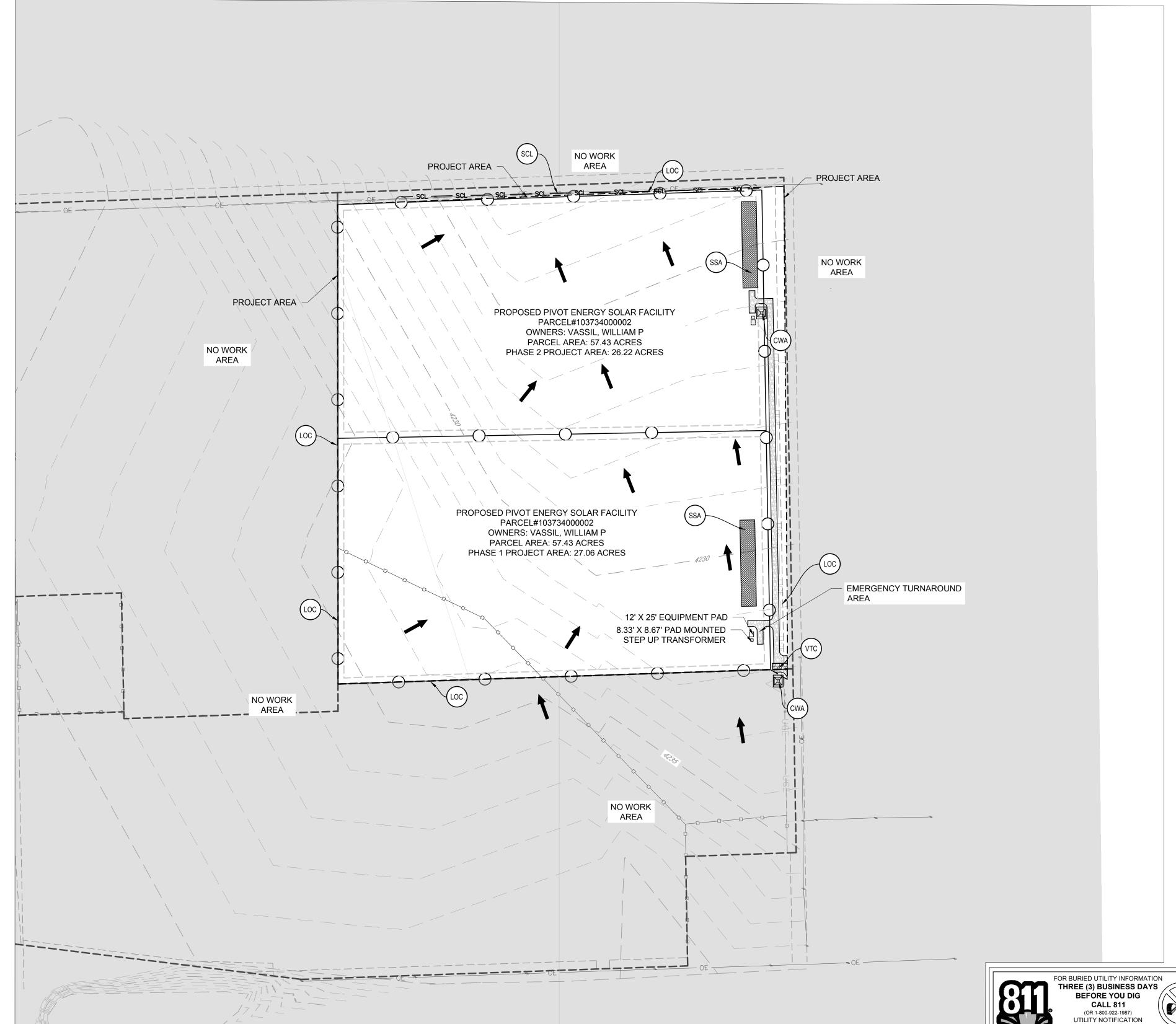
SUMMARY OF WORK

INITIAL PHASE

- MOBILIZATION AND SET UP OF THE CONSTRUCTION SITE.
- INSTALLATION OF INITIAL BMP'S
- INSTALLATION OF INTERIM BMPS
- CONSTRUCTION OF THE GRAVEL DRIVE
- SOLAR PANEL INSTALLATION.
- DISTURBED SURFACES SHALL BE STABILIZED IF THEY ARE INACTIVE FOR A PERIOD MULTCHING OR OTHER METHODS RECOMMENDED IN VOLUME 3 OF THE UDFCD MANUAL MAY BE USED.

- REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL BMPs.
- •• PERIMETER SEDIMENT CONTROLS MUST REMAIN IN PLACE UNTIL 70 PERCENT VEGETATION IS ESTABLISHED FOR ALL OF THE DISTURBED AREAS.

- 1. EQUIPMENT PAD TYPICALLY INCLUDES AC COMBINER PANEL, AC SWITCHGEAR, LOW VOLTAGE PANEL, ZIG ZAG TRANSFORMER, PRODUCTION METER, AC DISCONNECT LOCKING BILLING METER, DAS, POCC.
- 2. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES, WHETHER SHOWN OR NOT SHOWN ON THE APPROVED CONSTRUCTION DOCUMENTS.
- 3. PROVIDING NOTIFICATION AND RECEIVING MARKINGS OF UNDERGROUND MEMBER UTILITIES IN NO WAY CONSTITUTES PERMISSION TO PERFORM CONSTRUCTION.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION, WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING STRUCTURES AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES AND UTILITIES MAY EXIST, AND TO REPAIR OR REPLACE ANY STRUCTURES AND UTILITIES THAT MIGHT BE DAMAGED AS A RESULT OF CONSTRUCTION.
- 5. LOCATIONS OF UTILITIES REPRESENT THE BEST KNOWN LOCATIONS AT THE TIME OF PREPARATION OF DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES IN ADVANCE OF SOLAR PANEL INSTALLATION. RELOCATION OF UTILITIES IS NOT ANTICIPATED FOR THIS PROJECT. IF REQUIRED, THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE THE RELOCATION EFFORT. LINES NOT RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THE MINOR ADJUSTMENT OF STRUCTURES IN ORDER TO CLEAR A CONFLICTING UTILITY
- 6. THERE ARE NO PROPOSED GRADING ACTIVITIES WITH THE PIVOT SOLAR 32 VASSIL PARCEL PROJECT AREA. IT IS ANTICIPATED THAT THE PV ARRAYS CAN BE INSTALLED AT
- 7. TREES, SHRUBS AND DIRT PILES ARE TO BE REMOVED AS NECESSARY TO ALLOW FOR THE INSTALLATION OF THE ARRAYS AND TO ELIMINATE SHADING.
- 8. THE LOCATIONS AND QUANTITIES OF SOLAR GENERATION EQUIPMENT ARE NOT FINAL AND SHALL BE SUBJECT TO FINAL DESIGN WITHIN THE DESIGNATED LEASE BOUNDARY AREA.
- 9. CONSTRUCTION OF SOLAR FACILITIES DOES NOT GENERATE EXCESSIVE DUST SINCE EARTHWORK IS TYPICALLY NOT REQUIRED. IF EARTHWORK IS REQUIRED, DUST MITIGATION MEASURES SHOULD BE PROVIDED.



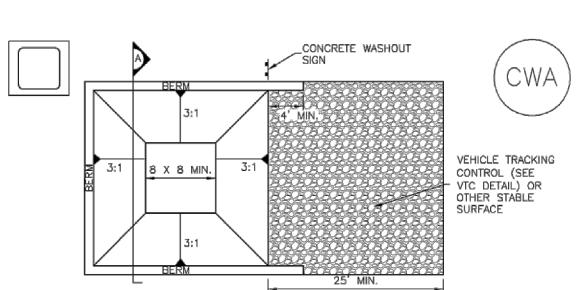
BAR IS ONE INCH ON ORIGINAL DRAWING.

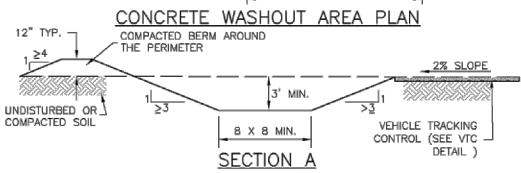
ENTER OF COLORADO (UNCC)

MARCH 22, 2023

4 OF 7







CWA-1. CONCRETE WASHOUT AREA

CWA INSTALLATION NOTES

SEE PLAN VIEW FOR:
 -CWA INSTALLATION LOCATION.

2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.

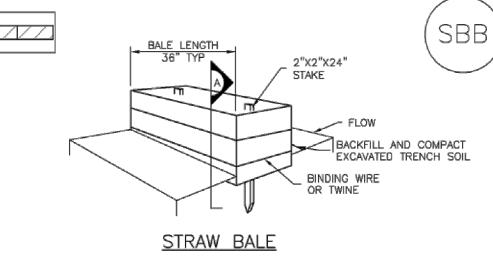
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.

4. CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT

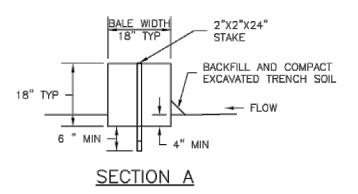
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'. 6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.

7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

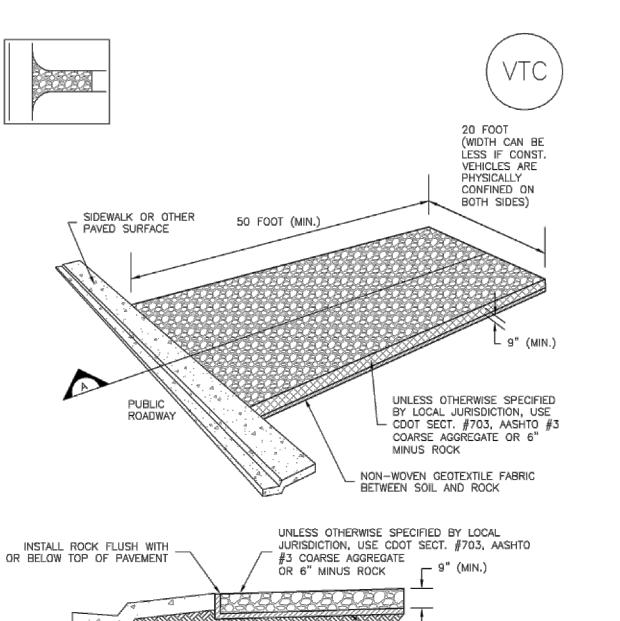
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.



TRENCH FOR STRAW BALE



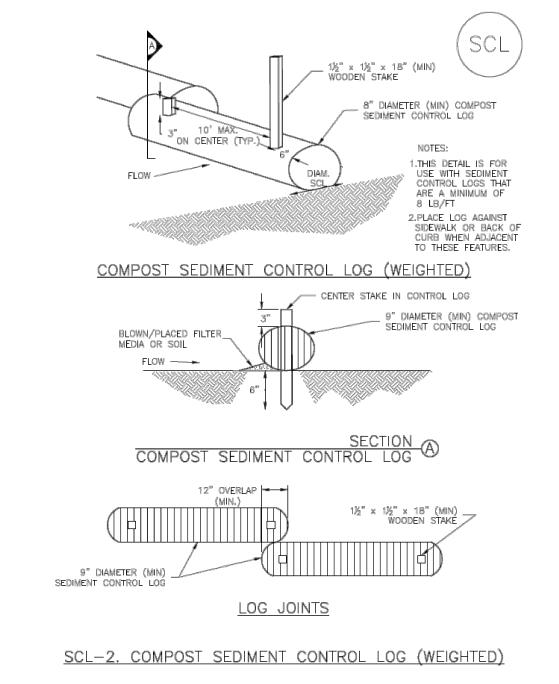
SBB-1. STRAW BALE



VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

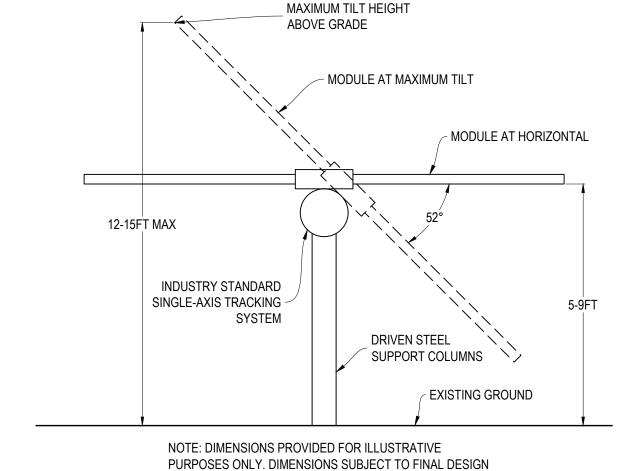
SECTION A

COMPACTED SUBGRADE -

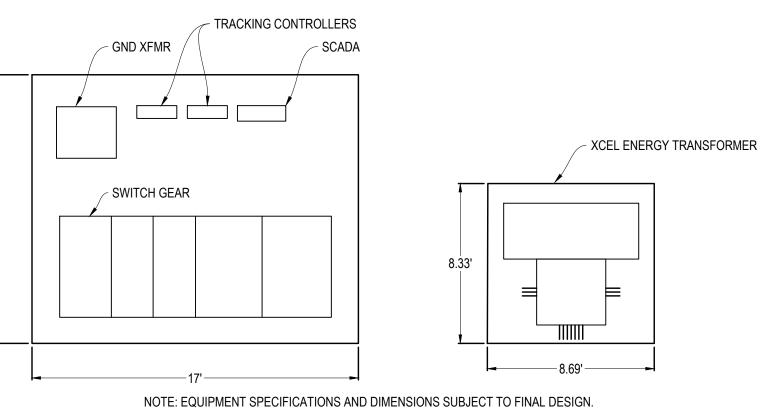


Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3

November 2015

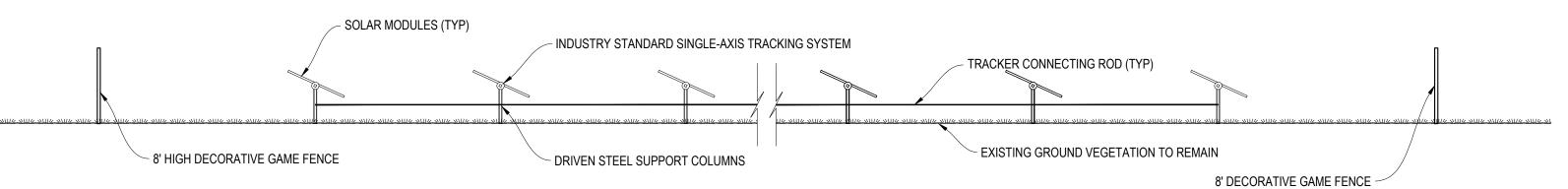


PURPOSES ONLY. DIMENSIONS SUBJECT TO FINAL DESIGN TYPICAL PV ARRAY RACKING SYSTEM NOT TO SCALE



NON-WOVEN GEOTEXTILE

TYPICAL EQUIPMENT PAD LAYOUT NOT TO SCALE



SOLAR GARDEN CROSS SECTION NOT TO SCALE

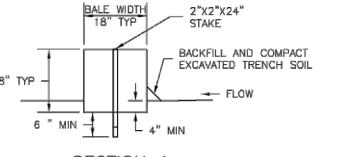
FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS BEFORE YOU DIG **CALL 811** (OR 1-800-922-1987) UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
www.uncc.org

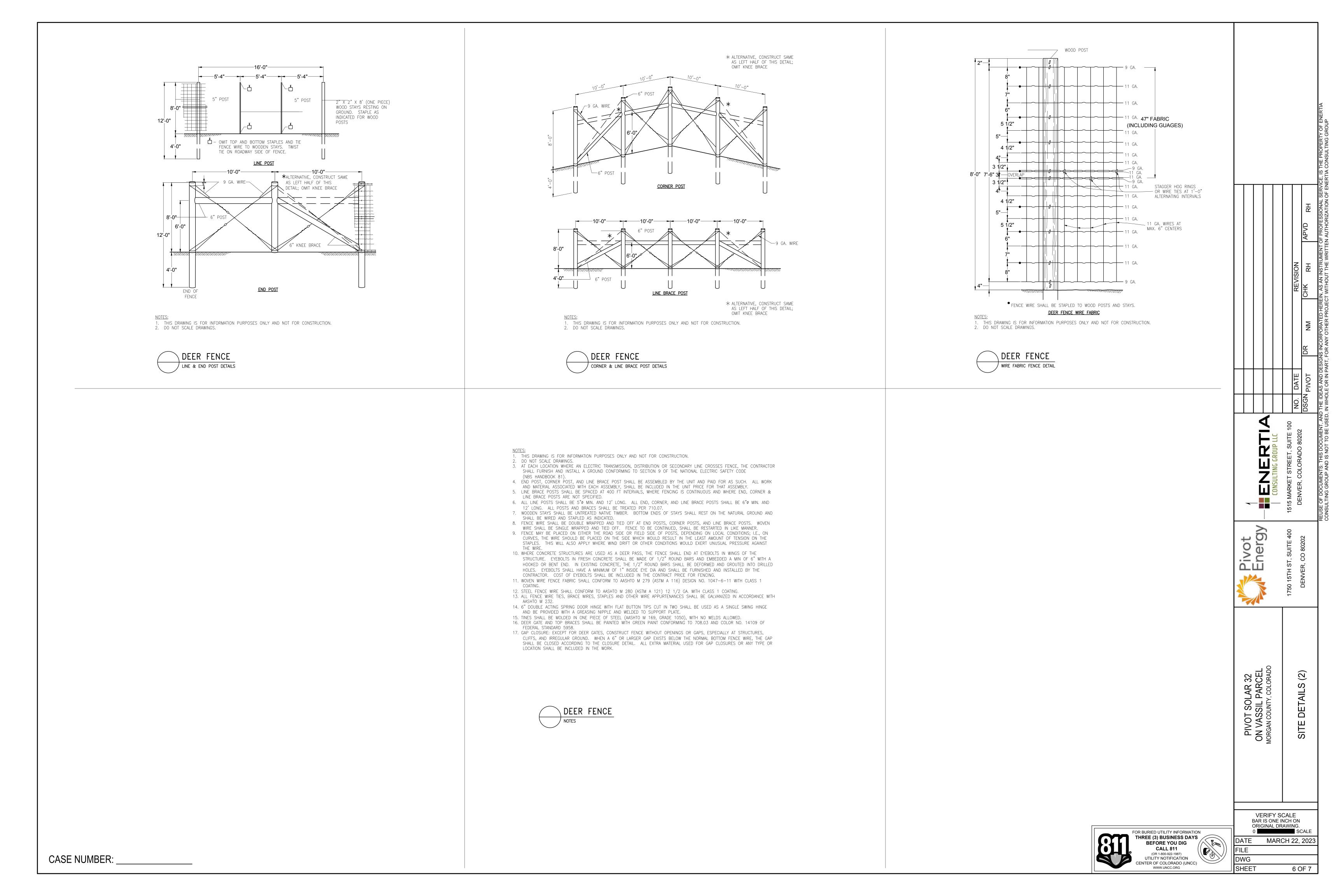
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. DATE MARCH 22, 2023 DWG 5 OF 7

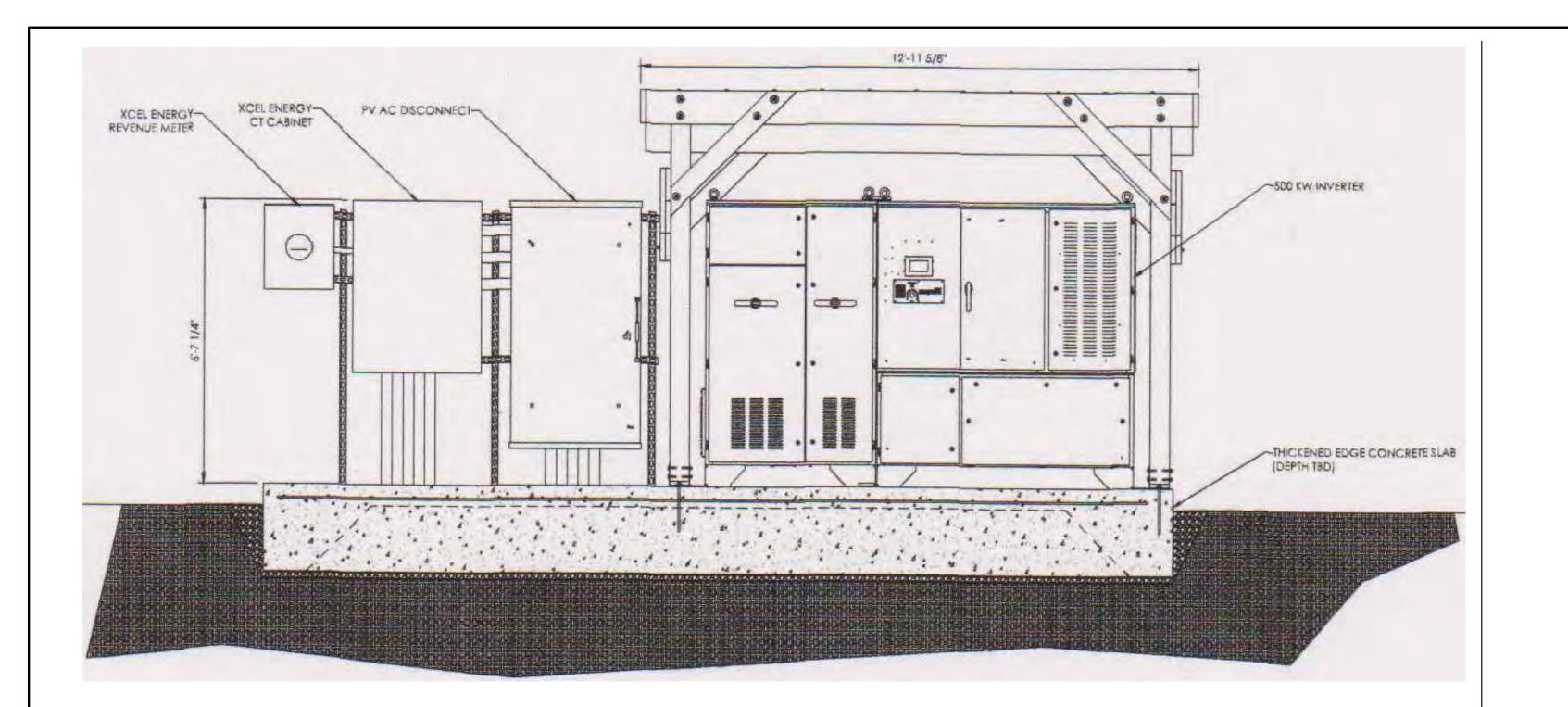
PIVOT SOLAR 32 ON VASSIL PARCEL MORGAN COUNTY, COLORADO

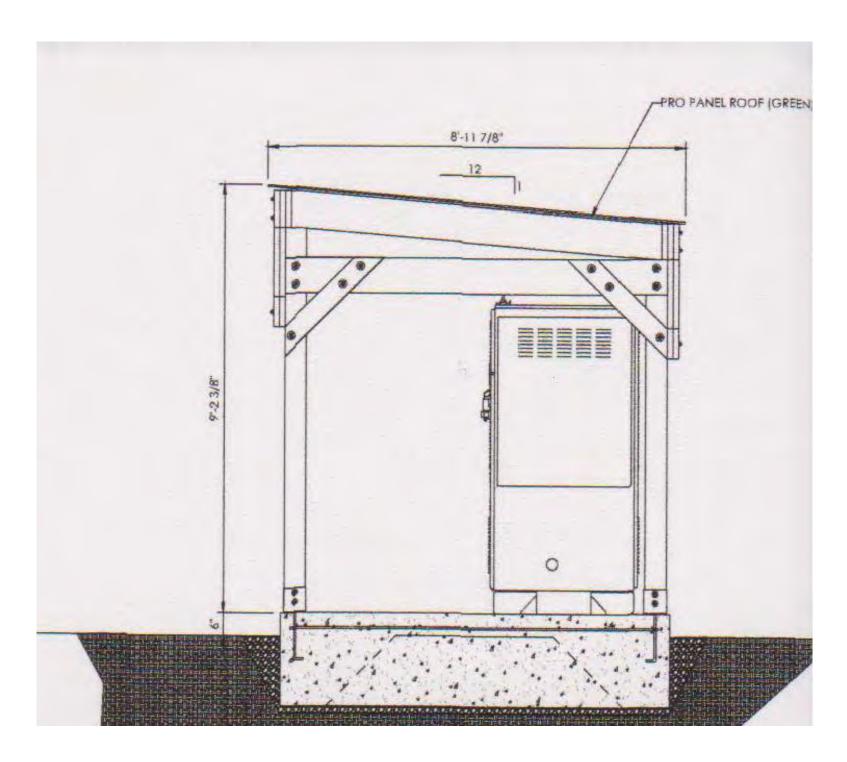
CASE NUMBER:

MM-1



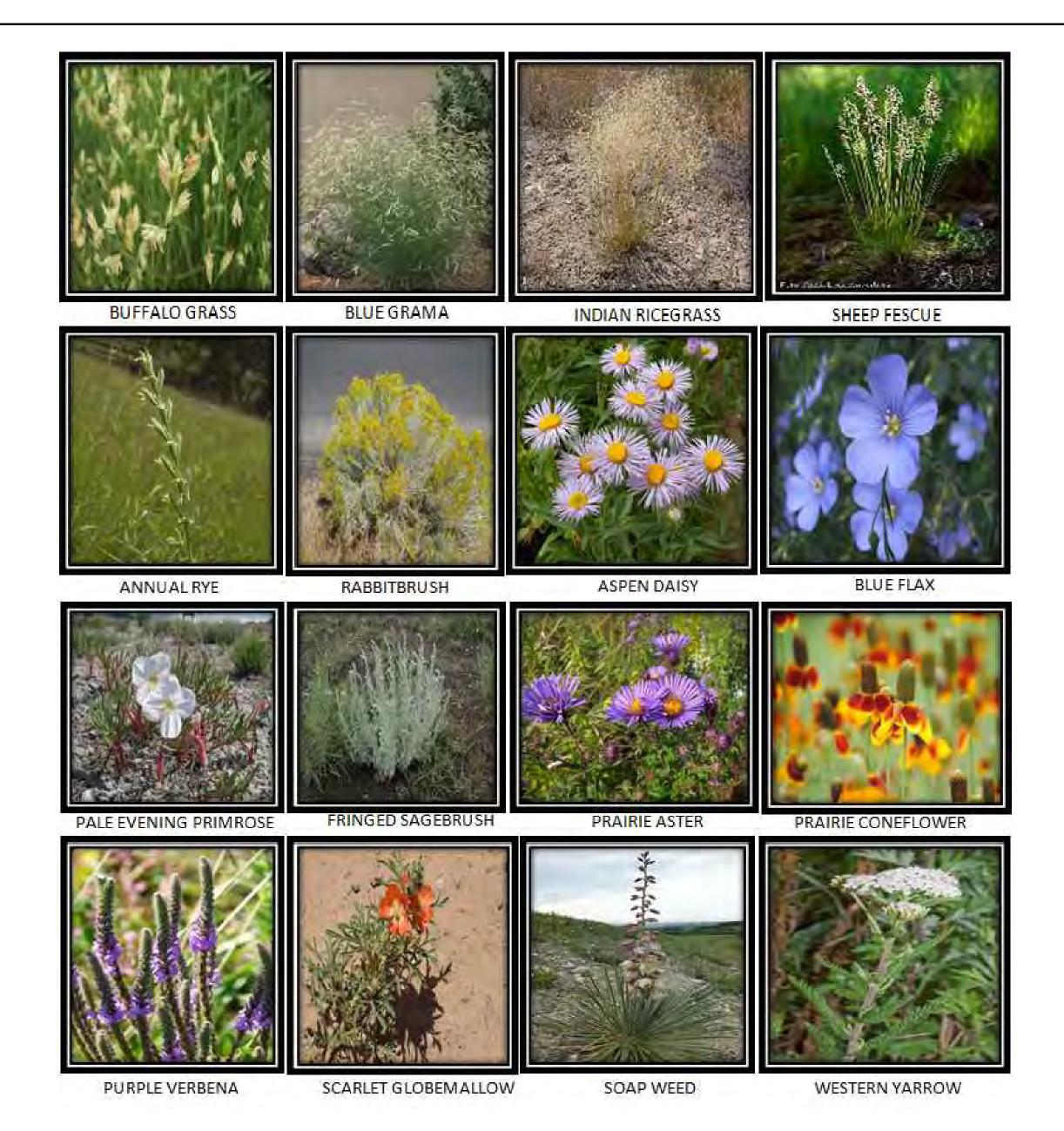






INVERTER MOUNTED ON CONCRETE PAD (TYP)

NOT TO SCALE



PLANTS FOR REVEGETATION

SEEDING MIX FOR PIVOT SPRING 2023 PER ACRE (TOTAL SEEDING PROJECT = 53.28 ACRES)								
COMMON NAME	LATIN NAME	PLANT TYPE	BLOOM TIME	COLOR	H/S	LBS/ACRE	SEED PER LB	TOTAL SEED
ASPEN DAISY	ERIGERON SPECIOSUS	FORB	JULY-SEPT	PURPLE/PINK	1-2'/1'	0.5	1,600,000	800000
BLUE FLAX 'MAPLE GROVE'	LINUM LEWISII	FORB	MAY-JUNE	BLUE	.5-1/1'	1.5	293,000	439500
PALE EVENING PRIMROSE	OENOTHERA PALLIDA	FORB	JULY-SEPT	WHITE	8-20"/	0.5	512,000	256000
FRINGED SAGEBRUSH	ARTEMISIA FRIGIDA	FORB	JUNE-SEPT	GRAY/SILVER	.5-1.5/1'	0.25	4,536,000	1134000
PRAIRIE ASTER	MACHAERANTHERA TANACETIFOLIA	FORB	JULY-SEPT	PURPLE	4-6"/1'	0.5	408,000	204000
PRAIRIE CONEFLOWER	RATIBIDA COLUMNIFERA	FORB	JUNE-SEPT	YELLOW	1-2'/1'	1	737,000	737000
PURPLE VERBENA	VERBENA STRICTA	FORB	JULY-SEPT	PURPLE	2-4'/	0.5	425,000	212500
SCARLET GLOBEMALLOW	SPHAERALCEA COCCINEA	FORB	MAY-SEPT	ORANGE	.5-1/1'	0.25	500,000	125000
WESTERN YARROW	ACHILLEA MILLEFORLIUM VAR. OCCIDENTALIS	FORB	JULY-SEPT	WHITE	.5-2'/1'	0.75	2,770,000	2077500
ANNUAL RYEGRASS 'GULF'	LOLIUM PERENNE SPP. MULTIFLORUM	GRAMINOID	APRIL-JUNE	GREEN	1-2'	1	227,000	227000
BLUE GRAMA 'HACHITA'	BOUTELOUA GRACILIS	GRAMINOID	MAY-SEPT	BLUE/GREEN	.5 - 1.5'	2	825,000	1650000
BUFFALOGRASS 'TEXOKA'	BOUTELOUA DACTYLOIDES	GRAMINOID	MAY-SEPT	GREEN	4-6"	4	56,000	224000
INDIAN RICEGRASS	ACHNATHERUM HYMENOIDES	GRAMINOID	MAY-SEPT	GREEN	1-2'	2.25	141,000	317250
SHEEP FESCUE	FESTUCA OVINA	GRAMINOID	APRIL-JUNE	GREEN	1-3'	0.75	680,000	510000
DOUGLAS LOW RABBITBRUSH	CHRYSOTHAMNUS VISCIDIFLORUS	SHRUB	JULY-SEPT	YELLOW	1.5'/2'	0.5	782,000	391000
SPANISH BAYONET	YUCCA GLAUCA	SUCCULENT	JUNE-JULY	GREEN	2'/2'	0.5	22,680	11340
TOTAL LBS AND SEED PER ACRE						16.75		9316090
TOTAL SEED PER SQ. FOOT	214							

REVEGETATION NOTES:

- 1. THIS REVEGETATION WILL INCORPORATE A MIXTURE OF GRAMINOIDS, FORBS, SHRUBS AND SUCCULENT OVER AN ACTIVE PRAIRIE DOG COLONY. HAY FLECKS WILL BE DISTRIBUTED ON TOP OF BURROWS THAT ARE THE MOST ACTIVE TO DISCOURAGE PRAIRIE DOGS FROM DISTURBING SEEDS AND MULCH.
- 2. SEEDING IS SCHEDULED TO OCCUR AFTER THE SOLAR ARRAY IS BUILT OUT. THE GOAL IS TO HAVE SEED IN THE GROUND ON OR BEFORE JUNE 1 2023. 3. SLOPES ON SITE INDICATE LESS THAN A 2% GRADE AND SOILS ARE INDICATIVE OF SANDY AND LOAMY TEXTURES.
- 4. ALL SEED SHALL BE LABELED IN ACCORDANCE WITH U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS AND FEDERAL SEED ACT. SEED SHALL BE FRESH, CLEAN, PURE LIVE SEED WITH VARIETIES MIXED IN PROPORTION TO THE SEED
- IDENTIFICATION CHART. SEED LABELS AND/OR TAGS SHALL BE COLLECTED AND DOCUMENTED FOR THE REVEGETATION PROJECT. 5. SEED COMMON AND BOTANICAL NAMES, SEED AMOUNT, SEEDS PER SQUARE FOOT AND PLANT CHARACTORISTICS ARE REFERENCED ON THE PLANT IDENTIFICATION CHART.
- 6. SEED APPLICATION RATE INDICATES 214 SEEDS PER SQUARE FOOT OR 9,316,090 SEEDS PER ACRE OR 16.75 LBS OF SEED PER ACRE.
- SEEDING METHOD: USING A TRUAX DRILL THAT IS A 5' WIDTH EQUIPPED WITH DRAG CHAINS ON THE BACK. THE DRILLS HAVE A PLANTER HEAD WITH DEPTH BAND CONTROLS TO PLANT SEEDS NO DEEPER THAN .5". DEPENDING ON SOIL COMPACTION, DISKING WILL EITHER REQUIRE A TRADITIONAL AGRICULTURAL DISC OR AN AGRICULTURAL CHISEL RIPPER TO GET INTO THE SOIL. THERE MAY BE SOME HAND RAKING AND SEEDING DEPENDING ON WHAT THE DRILL CAN ACCESS AFTER THE SOLAR ARRAY IS BUILT.
- 8. NO SEEDING SHALL OCCUR WHEN GROUNDS ARE FROZEN OR OTHER ADVERSE WEATHER CONDITIONS SUCH AS HIGH WINDS. 9. MULCHING SHALL BE COMPRISED OF THE ADDITION OF 2500 LBS OF CRIMPED STRAW PER ACRE. AFTER MULCH IS IN PLACE, A TACKIFIER WILL BE APPLIED.
- 10. SOIL AMENDMENTS INCLUDES THE USE OF BIOSOL FORTE AT A RATE OF 1200 LBS PER ACRE. HOWEVER, THIS RATE MAY CHANGE BASED UPON THE PENDING SOILS REPORT ANALYSIS. 11. ALL SEEDS WILL BE TREATED WITH MYCHORRIZAE AT A RATE OF 20 LBS PER ACRE.
- 12. IRRIGATION WILL LARGELY BE DEPENDENT UPON DRY LAND IRRIGATION; HOWEVER, THE PROJECT IS RESERVING THE POSSIBILITY OF USING A WATER TANK IN THE EVENT OF NEED. WATER TANK WATERING WILL PROVE DIFFICULT AS IT MAY ONLY BE USED ON
- OUTSIDE PERIPHERY OF THE PROPERTY OR DESIGNATED EMERGENCY ROAD TO AVOID DAMAGING SEED BEDS. 13. WEEDS THAT BECOME PROBLEMATIC ON THE SITE WILL BE SPOT SPRAYED WITH GLYPHOSATE.
- 14. STEWARDSHIP SHALL BE COMPRISED OF MONITORING EVERY TWO WEEKS DURING THE GROWING SEASON CHECKING ON THE STATUS OF GERMINATION AND GENERAL SITE CONDITIONS. MANY SEEDS IN THIS MIX MAY NOT GERMINATE WITHIN THE FIRST YEAR OF PLANTING; THEREFORE, SEEDING SUCCESS OR FAILURE SHOULD NOT BE SOLEY EVALUATED IN A ONE YEAR TIME SPAN.

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VERIFY SCALE BAR IS ONE INCH ON

ORIGINAL DRAWING.

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SHEET

MARCH 22, 2023

7 OF 7

CASE NUMBER:

IMPACTS / PLANS / REPORTS

Environmental Impacts

Maintenance Plan

Drainage Narrative

Decommissioning Plan

Glare Report

Traffic Report

Pivot Solar 32 LLC - Environmental Impacts

1. Air Quality

• The solar garden will not impact the air quality of the surrounding area.

2. Noise

- During construction, there will be some noise during the 3-4 weeks when delivery trucks are arriving, and posts are being pounded into the ground to support the system.
- Once the system is built, any noise will only come from the inverters. The inverters will be in the center
 of the array. The sound from the inverters is comparable to that of a home air conditioning unit. The
 sound of the inverters will not be audible from outside the [project boundary.

3. Wetlands

• The area where the project is located is not considered a wetland or floodplain area. Please see the attached maps.





4 Dust

Please see supplemental Dust and weed Mitigation Plan

5. Odor

No order will be emitted from the solar garden.

6. Wildlife

The solar facility will be surrounded by an 8-foot wildlife-friendly game fence. This fence will be
made of wood posts and mesh wiring so that large animals will be kept out and small animals can
move between the areas if needed.

7. Existing Vegetation

Please see supplemental Dust and weed Mitigation Plan

Within the fence line and on any other areas disturbed during construction, applicant will establish
native, low-growth grasses in keeping with vegetation common for the area to allow the project area
to blend in with the surroundings.

8. Storm Water Runoff

Please see the supplemental Drainage and Storm Water plans.

9. Visual Amenities

 The main strategy employed to lessen the visual impact of the proposed installation is to surround the facility with a decorative, wildlife-friendly game fence which will break up the facility's visual

Pivot Solar 32 LLC – Environmental Impacts

impact when viewed from adjoining properties.

• The applicant will use low-growth grasses in keeping with the vegetation common for the area to allow the project area to blend in with the surroundings.

10. Land Forms

- No major impacts to the surrounding landforms will take place. Minor earth movement may take
 place to smooth the surface to prepare for construction.
- Once the project is decommissioned, the land will be returned to its original state.

Please see the supplemental Decommissioning Plan.

11. Water Resources

No water or irrigation will be needed to run the solar garden.



Pivot Solar 32 LLC - Landscape and Screening Plan

Pivot Solar 32 LLC is being constructed near the intersection of Hospital Street and I-76. The site is approximately 97 acres in total size. The project will not exceed 10MWac in total size. The first phase of the 5MWac solar facility will take up about 25 acres of the site. Other nearby uses include agriculture and residential across the interstate. It should be noted that the High Plains Correctional Facility is located across the street from the property. Solar facilities present a low profile, especially when compared to other operational energy and commercial facilities already present on and near the property. As such, these installations generate very little visual impact on neighboring properties and typically require little in the way of visual buffering.

The main strategy employed to lessen visual impact of the proposed installation is to surround the facility with a decorative, wildlife friendly game fence which will serve to break up the visual impact of the facility when viewed from adjoining properties. Within the fence line and on any other areas disturbed during construction, applicant will establish native, low-growth grasses in keeping with vegetation common for the area to allow the project area to blend in with the surroundings.

Pivot Solar 32 LLC - Dust and Weed Mitigation Plan

Site maintenance is critical to ensure that an operational solar facility meets all conditions of operation. This document outlines the steps the operator will take to ensure the site is properly maintained during construction and throughout the operational life of the facility.

1) Weed Management

- A. If construction occurs during the growing season, Pivot will apply broadleaf herbicide prior to commencing construction. Once construction is complete, Pivot will re-apply broadleaf herbicide if needed to allow planted native grass seed mix to revegetate.
- B. Hydroseed or hydro-mulch, drought-tolerant native grass seed mix in the early spring or early fall. The final seed mix will be determined by an approved professional knowledgeable with re-vegetation means and methods.
- C. Mow project area a minimum of once per year, at a cut height of no less than six inches. It is possible that mowing may need to take place twice or more during the growing season
- D. Since weed seeds remain viable in the soil for several years, site and weed management is a long-term process. Treated areas will be monitored annually and retreated if necessary, using typical weed management practices and procedures.

2) Planting Method

The preferred method will be hydroseed and hydro-mulching. If required, nutrient supplementation will take place to ensure the successful establishment of permanent ground cover. Permanent seeding shall occur between December 1 and May 1 or between August 1 and September 1, or as recommended by a vegetation specialist.

3) Temporary Seed Mix

Temporary seeding areas, which will be ready for stabilization after May 1 and before August 1, shall be seeded with Millet or Sorghum at the rate of 40 pounds per acre, with the amount of fertilizer as specified. The requirement to plant temporary seeding does not eliminate the requirement to plant permanent seeding. Straw mulch is not required for temporary seeding.

4) Permanent Seed Mix

The seed mix will consist of native, drought-tolerant, low growing grasses and flowering plants. If viable, preference will be given to a seed mix that can support pollinators. The final mix will be determined at the time of planting by a qualified vegetation specialist.



5) Site Maintenance Checklist

- A. Mow project area once per year at a minimum to a cut height of 6 inches or greater.
- B. Walk the site and remove any accumulated debris on either side of the fence line and properly dispose of it. No burning of trash will be allowed.
- C. Apply herbicide as needed to control noxious weeds.
- D. Inspect and re-seed any bare ground with permanent seeding.
- E. Inspect fence and repair as needed.
- F. Inspect all-weather access roads and repair them as needed.
- G. Inspect the site for any visible erosion. Remove transported sediment and implement necessary erosion control measures to minimize future maintenance issues.

6) Dust Mitigation

Tactics to control/manage dust during construction may be any of the following (depending on site conditions:

- A. A water truck shall be used as determined by the contractor to wet all access roads and disturbed areas as appropriate to control dust and prevent soil loss
- B. Construction traffic to use marked temporary or permanent access points to limit crosscountry travel and reduce disturbance
- C. Vehicle track-out pads to be used for temporary and permanent access points
- D. Sediment controls such as silt fences, sediment barriers, and basins shall be in place prior to soil-disturbing activities
- E. Runoff shall be diverted when feasible using temporary slope drains, or earthen berms, or ditches



1515 Market Street Denver, CO 80202 (609) 234-5502 rick.hagmayer@enertiacg.com

February 3, 2023

Ms. Nicole Hay, Planning Administrator Morgan County Planning and Zoning Development Department 231 Ensign Street Fort Morgan, CO 80701

RE:

Drainage Narrative

Use by Right - Pivot Energy Solar Facility

Parcel #103734000002

To Ms. Hay:

This drainage narrative is intended to provide Morgan County with drainage and land disturbance information related to a proposed phased solar facility identified as Pivot Energy Solar Facility 32 (Project). The project consists of two project areas, Phase 1 and Phase 2, consisting of 5 MW solar facilities, each of 26.26-acres and 26.46-acres, respectively. The Project has been designed and will be constructed and maintained in a manner that minimizes storm water and erosion related impacts, in accordance with Morgan County drainage criteria.

Project Specific Information

Project Name, Property Address and Morgan County Parcel No.
Pivot Energy Solar Facility Vassil Parcel, 18228 County Road 27.5,
Parcel No. 103734000002

Developer/Owner

Pivot Energy Inc., 1750 15th Street, Suite 400, Denver, CO 80202

Site/Civil Engineer

Enertia Consulting Group, LLC, 1515 Market Street, Denver, CO 80202

Project Location and Description

The Project is a 10.0 MW total solar facility located on approximately 52.72-acres of undeveloped land; and within the northwest quarter of Section 34, Township 4 North, Range 56 West of the 6th P.M., County of Morgan, State of Colorado. The Project site is bounded by Morgan County Road (MCR) T to the north, MCR 27.5 to the east, Interstate Highway 76 to the south, and Hospital Street (MCR 27) to the west. Access to the site will be provided by County Road 27.5 to the east.

Project components include: a 10 MW solar facility with approximately 26,000 solar panels mounted on steel H-piles; concrete equipment pads; 20' gravel access driveway with emergency turn-arounds; and perimeter fence with an access gate. With the exception of the access road and concrete pads for transformers, the remainder of the solar facility will not require clearing/grubbing of existing vegetation.

Land Disturbance and Drainage Information

Existing Ground Surface Conditions, Drainage Patterns and Imperviousness

The 52.72-acre solar facility project area may be characterized as undeveloped land vegetated with native grasses. The applicable FIRM Map (No. 08087C0469D), included in Appendix A, indicates that the Project site is located in a Zone X floodplain which is an area of minimal flood hazard. Based on NRCS soils data (also included in Appendix A), the site soils are primarily identified as sand and loamy sand and classified as Hydrologic Soil Group A. As shown on Figure 1 in Appendix A, the site ground surface slopes at an average of 0.5 to 2.0 percent from south to north. In general, storm water is conveyed across the Project area north toward MCR T where it routes into a local depression. The depression is shallow and given the depth, in-situ soil types and native vegetation, stormwater likely infiltrates, evaporates or temporarily ponds.

Land Disturbance Activities

The site improvements considered as land disturbance activities include installation of: (i) all-weather gravel surface driveway and (ii) concrete equipment pads:

- (i) Gravel Access Drive An all-weather gravel surface access drive will extend from MCR 27.5 west to the solar facility. Given the site soils, an 12-inch thick Class VI base material (consistent with similar solar facility access drives) is proposed. This depth of compacted subgrade is sufficient to provide routine and emergency access to the Project.
- (ii) Concrete Equipment Pads Concrete equipment pads will be installed beneath inverters and transformers and other electrical equipment as required with the development. The pads will be at least 8-inches thick with reinforcing steel and located generally on the Eastern portion of the site.

Lastly, components of the 52.72-acre solar facility will include up to 26,000 solar panels placed on steel H-piles driven into the ground. Since the solar panels will be tracking panels (rotate through the day to track the path of the sun), the ground surface vegetation beneath the panels will continue to grow. Some minimal grubbing may be necessary to prepare the site with planned native seed mixes. Onsite conditions at the time of seeding will dictate necessity of such methods. The purpose of the seeding is to increase the density of native vegetation; therefore, the grubbing is not considered land disturbance (if it is necessary).

Since the layout is unknown at this time, an approximation of anticipated imperviousness from the access drive has been assumed. Historical precedents suggest 1.0% (or less) of total solar facilities are dedicated as access drives. As such, it is assumed that approximately 1.0% of the property will be used as a gravel access drive. The access drive shown on the Drainage Area Map is a conceptual layout and is consistent with the assumption.

Land Disturbance Area

A total of approximately 30,529 square feet or 0.70 acres of the Project area is anticipated to be disturbed. The total disturbance numbers are summed in the following table.

Disturbance Surface Type	Disturbance Area (sf)	Disturbance Area (Ac)
Gravel Drive	30,648	0.70
Concrete Equipment Pads	680	0.02
Total	31,328	0.72

Hydrologic Design Criteria

The following table includes hydrologic design criteria used in this analysis.

Parameter	Value	Unit	Reference
Time of Concentration, Tc	95.8	min.	Sheet SF-2 (Appendix A)
			MHFD Criteria Manual, Chapter 6,
Runoff Coefficient, C	0.13	-	Table 6-4
1-hr Point Rainfall, P1 (100-			
Year)	2.06	inches	NOAA Rainfall Data (Appendix A)
Storm Runoff, Q	12.70	cfs	Q = CIA

Basin Conditions

The footprint of the solar facility and access drive is considered to be the subject drainage area under both existing and proposed conditions.

The existing condition basin (identified as basin X1 on Figure 1) was analyzed to calculate the peak runoff for the design storm using an imperviousness percentage of 2%. This percentage is based on the soil type and existing conditions of the site.

The proposed condition basin (identified as basin A1 on Figure 1) was analyzed to calculate the peak runoff for the design storm using an impervious percentage of 2.54%. This percentage is based on the majority of the site (54.55 acres) remaining as 2% impervious, 0.02 acres changing to 100% impervious (concrete pad area) and 0.70 acres changing to 40 percent impervious (access drive area). It should be noted that the tracking solar panels are not classified as ground surface because precipitation falling on the solar panels will shed onto the undisturbed vegetated surface below.

Morgan County Planning and Building Department Page 4

Stormwater Runoff

The stormwater runoff for existing and proposed conditions is calculated based on the Rational Method. The 100-year, 1-hour storm event was analyzed for basins A1 and X1. The flow path for the basins is generally from west to east towards a minor depression located along the eastern boundary of the Project site. The average ground surface slope across the flow path is 0.5 to 2.0%. The time of concentration to this point was calculated using MHFD equations are summarized below and can be found on the SF-2 form in Appendix A. The Runoff Coefficients are also included in the SF-2 form and are summarized below.

Basin	Time of Concentration (Min)	Runoff Coefficients (C ₁₀₀)
X1	96.46	0.13
A1	95.80	0.13

The precipitation data used for the 100-year, 1-hour storm event is based on NOAA rainfall data from the Project site and is included in Appendix A. Per the Basin Runoff Calculation (SF-3) included in Appendix A the 100-year runoff volumes are as follows:

Basin	Q ₁₀₀ (cfs)
X1	14.09
A1	14.64
Net	+0.55

Under developed conditions, runoff will follow existing drainage patterns and will not significantly increase peak flows (0.55cfs: 14.09cfs to 14.64cfs). It is the opinion of the engineer the increase in peak flows is so negligible the Project will not require storm water detention.

Summary

The following list summarizes key components of the Project and findings related to land disturbance and storm water impacts.

- 1. Installation of the solar facility will temporarily disturb the ground surface within the 52.72-acre Project area but won't require clearing and grubbing of vegetation, except for concrete equipment pad and access drive installation.
- 2. The areas considered impervious (100 percent impervious 680 sf concrete pads) or semi-impervious (40 percent impervious 30,648 sf gravel access drive) total 0.72 acres or 0.60% of the 52.72-acre solar facility area.
- 3. Under existing conditions, the peak flow originating from the solar facility area for the 100 yr 1hr storm event is 14.09 cfs.
- 4. Under developed conditions, the peak flow originating from the solar facility area for the 100 yr 1 hr storm event is 14.64 cfs.
- 5. All drainage runoff in the existing conditions is contained on the site by local depressions where runoff infiltrates, temporarily ponds or evaporates. The runoff in the proposed conditions will be contained via the same method.
- 6. Since the land disturbance is less than 1-acre, a CDPS storm water certificate issued by CDPHE is not required for this Project.
- 7. Installation and operation of the solar facility is not expected to impact existing drainage patterns or flow rates on or around the Project site. Runoff water quality will not be impacted by the solar facility components.
- 8. The Project design will adequately protect public health, safety and general welfare and have no adverse effects on public right-of-way or offsite properties.

Morgan County Planning and Building Department Page 6

We trust that the information provided is acceptable and complete. Please let me know if you have any questions or require additional information.

Sincerely,

ENERTIA CONSULTING GROUP, LLC

Rick Hagmayer, PE Senior Project Manager

attachment

Appendix A

Reference Documents

- FIRM Map
- USDA Soils Report
- NOAA Rainfall Data
- Project Drainage Map
- Basin Runoff Calculations
- Vicinity Map

National Flood Hazard Layer FIRMette



OTHER AREAS OF FLOOD HAZARD 2,000 Basemap: USGS National Iv. ... Orthoimagery: Data refreshed October, 2020 103°37'42"W 40°16'8"N Gity Of Brush 080130 1:6,000 AREA OF MINIMALFLOOD HAZARD Feet 08087C0469D eff. 4/4/2018 T04N R56W S27 1,500 1,000 Morgan **County** 080129 T04N R56W S34

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V. A99
With BFE or Depth Zone AE, AO, AH, VE, AR

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas depth less than one foot or with drainage areas of less than one square mile Zone X of 1% annual chance flood with average

Future Conditions 1% Annual

Area with Reduced Flood Risk due to Levee. See Notes. Zone XChance Flood Hazard Zone

NO SCREEN Area of Minimal Flood Hazard Zone X

Area with Flood Risk due to Levee Zone D

Area of Undetermined Flood Hazard Zone D **Effective LOMRs**

OTHER AREAS

Channel, Culvert, or Storm Sewer GENERAL | ---- Channel, Culvert, or Storn STRUCTURES | 1111111 Levee, Dike, or Floodwall

B 20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation

www.sijwww Base Flood Elevation Line (BFE) Coastal Transect

Jurisdiction Boundary

Coastal Transect Baseline Profile Baseline

OTHER FEATURES

Hydrographic Feature

No Digital Data Available Digital Data Available

Unmapped

MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap

authoritative NFHL web services provided by FEMA. This map reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or The flood hazard information is derived directly from the was exported on 7/14/2022 at 6:20 PM and does not become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, FIRM panel number, and FIRM effective date. Map images for legend, scale bar, map creation date, community identifiers, unmapped and unmodernized areas canno* - - used for



NRCS

Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Morgan County, Colorado



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2 053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

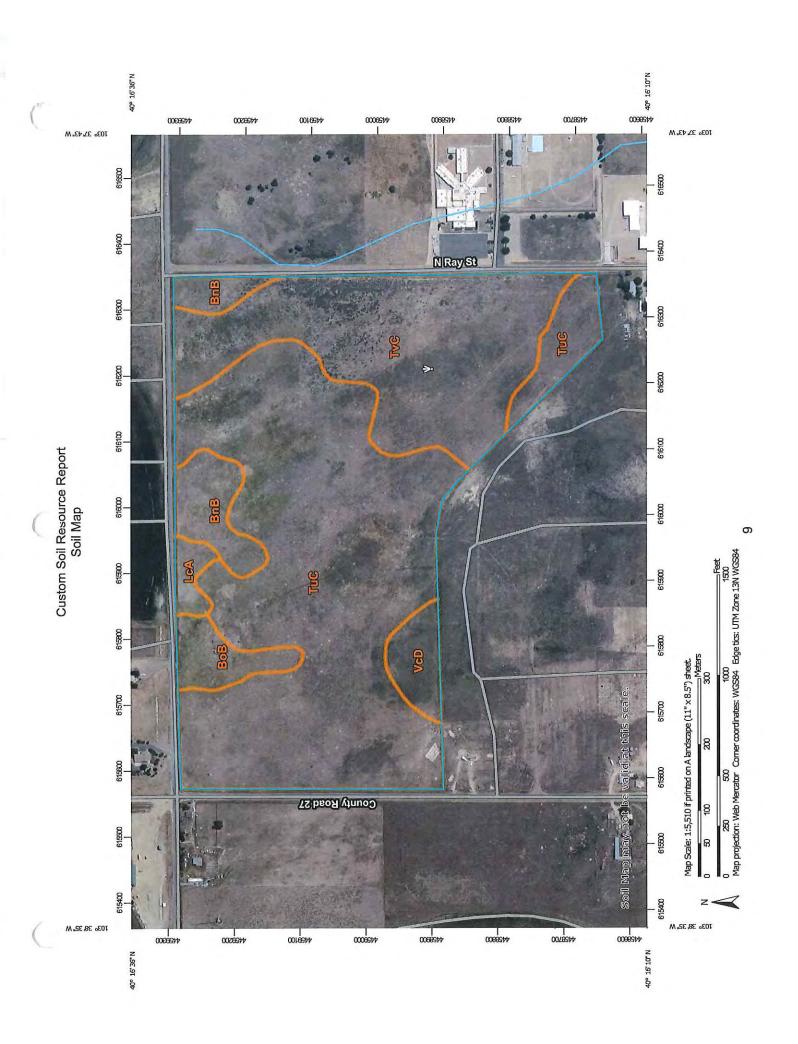
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



MAP LEGEND

Special Line Features Streams and Canals Interstate Highways Aerial Photography Very Stony Spot Major Roads Local Roads Stony Spot **US Routes** Spoil Area Wet Spot Other Rails Nater Features **Transportation** Background # Soil Map Unit Polygons Area of Interest (AOI) Soil Map Unit Points Miscellaneous Water Soil Map Unit Lines Closed Depression Marsh or swamp Mine or Quarry Special Point Features **Gravelly Spot** Lava Flow **Borrow Pit** Clay Spot Gravel Pit Area of Interest (AOI) Blowout Landfill Soils

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Morgan County, Colorado Survey Area Data: Version 22, Aug 31, 2021 Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Severely Eroded Spot

Slide or Slip

Sinkhole

Sodic Spot

Perennial Water

Rock Outcrop

Saline Spot Sandy Spot Date(s) aerial images were photographed: Jul 19, 2018—Aug 10, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ВлВ	Bijou sandy loam, 1 to 3 percent slopes	5.3	5.8%
ВоВ	Bijou sandy loam, moderately deep, 1 to 3 percent slopes	3.1	3.4%
LcA	Limon clay, 0 to 1 percent slopes	1.4	1.5%
TuC	Truckton loamy sand, 3 to 5 percent slopes	53.3	58.7%
TvC	Truckton soils, 3 to 9 percent slopes	25.1	27.6%
VcD	Valent sand, 3 to 9 percent slopes	2.7	2.9%
Totals for Area of Interest		90.7	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a soil series. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A complex consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Morgan County, Colorado

BnB—Bijou sandy loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 3pvy Elevation: 4,400 to 6,000 feet Mean annual precipitation: 14 inches

Mean annual air temperature: 46 to 52 degrees F

Frost-free period: 140 to 180 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Bijou and similar soils: 85 percent Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bijou

Setting

Landform: Stream terraces Down-slope shape: Linear Across-slope shape: Linear

Parent material: Noncalcareous alluvium derived from arkose

Typical profile

H1 - 0 to 12 inches: sandy loam H2 - 12 to 37 inches: sandy loam H3 - 37 to 60 inches: loamy sand

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00

in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Available water supply, 0 to 60 inches: Low (about 5.3 inches)

Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

Ecological site: R067BY024CO - Sandy Plains

Hydric soil rating: No

Minor Components

Bresser

Percent of map unit: 6 percent

Hydric soil rating: No

Altvan

Percent of map unit: 5 percent Hydric soil rating: No

Glenberg

Percent of map unit: 4 percent Hydric soil rating: No

BoB—Bijou sandy loam, moderately deep, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 3pw0 Elevation: 4,400 to 6,000 feet Mean annual precipitation: 14 inches

Mean annual air temperature: 46 to 52 degrees F

Frost-free period: 140 to 180 days

Farmland classification: Not prime farmland

Map Unit Composition

Bijou, moderately deep, and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit,

Description of Bijou, Moderately Deep

Setting

Landform: Stream terraces Down-slope shape: Linear Across-slope shape: Linear

Parent material: Noncalcareous alluvium derived from arkose

Typical profile

H1 - 0 to 10 inches: sandy loam
H2 - 10 to 21 inches: sandy loam

H3 - 21 to 60 inches: loamy coarse sand

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00

in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Available water supply, 0 to 60 inches: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): 3e

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

Ecological site: R067BY024CO - Sandy Plains

Hydric soil rating: No

Minor Components

Altvan

Percent of map unit: 5 percent Hydric soil rating: No

Cascajo

Percent of map unit: 5 percent

Hydric soil rating: No

LcA-Limon clay, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 1nlff Elevation: 4,000 to 5,000 feet

Mean annual precipitation: 11 to 15 inches Mean annual air temperature: 48 to 54 degrees F

Frost-free period: 120 to 160 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Limon and similar soils: 85 percent Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Limon

Setting

Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Clayey alluvium

Typical profile

H1 - 0 to 9 inches: clay H2 - 9 to 60 inches: clay

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to

moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Gypsum, maximum content: 2 percent

Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum: 10.0

Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): 4s Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: C

Ecological site: R067BY042CO - Clayey Plains

Hydric soil rating: No

Minor Components

Heldt

Percent of map unit: 9 percent

Hydric soil rating: No

Nunn

Percent of map unit: 6 percent

Hydric soil rating: No

TuC—Truckton loamy sand, 3 to 5 percent slopes

Map Unit Setting

National map unit symbol: 3pys Elevation: 4,500 to 6,500 feet

Mean annual precipitation: 12 to 18 inches Mean annual air temperature: 46 to 52 degrees F

Frost-free period: 125 to 180 days

Farmland classification: Not prime farmland

Map Unit Composition

Truckton and similar soils: 80 percent Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Truckton

Setting

Down-slope shape: Convex Across-slope shape: Convex

Parent material: Sand loamy and/or loam sandy

Typical profile

H1 - 0 to 11 inches: loamy sand H2 - 11 to 25 inches: sandy loam H3 - 25 to 60 inches: loamy sand

Properties and qualities

Slope: 3 to 5 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 6.00

in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): 4e Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

Ecological site: R067BY024CO - Sandy Plains

Hydric soil rating: No

Minor Components

Vona

Percent of map unit: 8 percent

Hydric soil rating: No

Valent

Percent of map unit: 8 percent

Hydric soil rating: No

Bijou

Percent of map unit: 4 percent

TvC—Truckton soils, 3 to 9 percent slopes

Map Unit Setting

National map unit symbol: 3pyt Elevation: 4,500 to 6,500 feet

Mean annual precipitation: 12 to 18 inches Mean annual air temperature: 46 to 52 degrees F

Frost-free period: 125 to 180 days

Farmland classification: Not prime farmland

Map Unit Composition

Truckton and similar soils: 80 percent

Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Truckton

Setting

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Loam sandy and/or sand loamy

Typical profile

H1 - 0 to 9 inches: loamy sand H2 - 9 to 24 inches: sandy loam H3 - 24 to 60 inches: loamy sand

Properties and qualities

Slope: 3 to 9 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 6.00

in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): 6e Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: A

Ecological site: R067BY024CO - Sandy Plains

Hydric soil rating: No

Minor Components

Valent

Percent of map unit: 10 percent

Hydric soil rating: No

Vona

Percent of map unit: 10 percent

Hydric soil rating: No

VcD—Valent sand, 3 to 9 percent slopes

Map Unit Setting

National map unit symbol: 2tczf Elevation: 3,050 to 5,150 feet

Mean annual precipitation: 12 to 18 inches Mean annual air temperature: 48 to 55 degrees F

Frost-free period: 130 to 180 days

Farmland classification: Not prime farmland

Map Unit Composition

Valent and similar soils: 80 percent Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Valent

Setting

Landform: Dunes, hills

Landform position (two-dimensional): Summit, shoulder, backslope, footslope Landform position (three-dimensional): Side slope, crest, head slope, nose slope

Down-slope shape: Convex, linear Across-slope shape: Convex, linear

Parent material: Noncalcareous eolian sands

Typical profile

A - 0 to 5 inches: sand AC - 5 to 12 inches: sand C1 - 12 to 30 inches: sand C2 - 30 to 80 inches: sand

Properties and qualities

Slope: 3 to 9 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Excessively drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00

to 39.96 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Calcium carbonate, maximum content: 1 percent Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)

Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): 4e Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: A

Ecological site: R072XY109KS - Rolling Sands, R067BY015CO - Deep Sand

Hydric soil rating: No

Minor Components

Dailey

Percent of map unit: 10 percent

Landform: Interdunes

Landform position (two-dimensional): Footslope, toeslope Landform position (three-dimensional): Base slope

Down-slope shape: Linear Across-slope shape: Concave

Ecological site: R072XA021KS - Sands (North) (PE 16-20), R067BY015CO -

Deep Sand Hydric soil rating: No

Haxtun

Percent of map unit: 5 percent

Landform: Interdunes

Landform position (two-dimensional): Footslope, toeslope

Landform position (three-dimensional): Base slope

Down-slope shape: Linear

Across-slope shape: Concave

Ecological site: R072XY111KS - Sandy Plains, R067BY024CO - Sandy Plains

Hydric soil rating: No

Vona

Percent of map unit: 5 percent

Landform: Hills

Landform position (two-dimensional): Shoulder, backslope, footslope

Landform position (three-dimensional): Head slope, nose slope, side slope, base

slope

Down-slope shape: Linear Across-slope shape: Linear

Ecological site: R072XA022KS - Sandy (North) Draft (April 2010) (PE 16-20),

R067BY024CO - Sandy Plains

Hydric soil rating: No

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NOAA Atlas 14, Volume 8, Version 2 Location name: Brush, Colorado, USA* Latitude: 40.2667°, Longitude: -103.655°
Elevation: 4238.03 ft**

*source: ESRI Maps

**source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

PF tabular | PF graphical | Maps & aerials

PF tabular

D				Average	recurrence	interval (ye	ars)			
Duration	1	2	5	10	25	50	100	200	500	1000
5-min	0.276 (0.219-0.356)	0.336 (0.266-0.433)	0.443 (0.349-0.573)	0.540 (0.424-0.703)	0.688 (0.526-0.942)	0.812 (0.603-1.12)	0.945 (0.676-1.34)	1.09 (0.745-1.58)	1.30 (0.848-1.93)	1.46 (0.926-2,1
10-min	0.404 (0.320-0.521)	0.491 (0.389-0.635)	0.648 (0.512-0.839)	0.791 (0.621-1.03)	1.01 (0.770-1.38)	1.19 (0.883-1.64)	1.38 (0.990-1.96)	1.60 (1.09-2,32)	1.90 (1.24-2.83)	2.14 (1.36-3.2
15-min	0.493 (0,391-0.636)	0.599 (0.475-0.774)	0.790 (0.624-1.02)	0.965 (0.757-1.25)	1.23 (0.939-1.68)	1.45 (1.08-2.00)	1.69 (1.21-2.39)	1.95 (1.33-2.83)	2.31 (1.51-3.45)	2.61 (1.65-3.9
30-min	0.671 (0.532-0.866)	0.812 (0.643-1.05)	1.07 (0.842-1.38)	1.30 (1.02-1.69)	1.66 (1.27-2.28)	1.96 (1.46-2.72)	2.29 (1.64-3.24)	2.65 (1.81-3.85)	3.15 (2.07-4.71)	3.57 (2.26-5.3
60-min	0.821 (0.651-1.06)	0.997 (0.790-1.29)	1.32 (1.04-1.70)	1.61 (1.26-2,09)	2.05 (1.57-2.81)	2.43 (1.80-3.36)	2.83 (2.03-4.01)	3.27 (2.24-4.76)	3.90 (2.55-5.82)	4.41 (2.79-6.6
2-hr	0.970 (0.779-1.23)	1.18 (0.949-1.51)	1.57 (1.25-2.00)	1.92 (1.52-2.46)	2.45 (1.90-3.30)	2.90 (2.18-3.95)	3.38 (2.45-4.71)	3.90 (2.70-5.58)	4.64 (3.09-6.83)	5.25 (3,38-7,7
3-hr	1.04 (0.843-1.31)	1,27 (1.03-1.61)	1.69 (1.36-2.13)	2.06 (1.65-2.62)	2.63 (2.05-3.52)	3.11 (2.36-4.20)	3.62 (2.64-5.00)	4.17 (2.92-5.92)	4.96 (3.32-7.22)	5.59 (3.63-8.2
6-hr	1.19 (0.972-1.47)	1,44 (1.18-1.80)	1.90 (1.55-2.37)	2.31 (1.87-2.89)	2.91 (2.30-3.82)	3.42 (2.62-4.53)	3.95 (2.93-5,37)	4,53 (3.21-6.32)	5.34 (3.63-7.65)	5.99 (3.95-8.6
12-hr	1.38 (1.14-1.69)	1.65 (1.37-2.02)	2.12 (1.75-2.61)	2.54 (2.09-3.14)	3.16 (2.52-4.07)	3.66 (2.85-4.77)	4.19 (3.14-5.59)	4.76 (3.42-6.52)	5,55 (3,83-7,81)	6.18 (4.14-8.7
24-hr	1.63 (1.37-1.96)	1.89 (1.58-2.28)	2.34 (1.96-2.83)	2.75 (2.29-3.35)	3.37 (2.73-4.28)	3.88 (3.06-4.98)	4.43 (3.37-5.82)	5.01 (3.66-6.76)	5.84 (4.10-8.09)	6.50 (4.43-9.1
2-day	1.88 (1.60-2.24)	2.15 (1.83-2.55)	2.62 (2.22-3.11)	3.03 (2.56-3.63)	3.66 (3.00-4.56)	4.17 (3.34-5.26)	4.72 (3.64-6.09)	5.30 (3.93-7.04)	6.13 (4.37-8.35)	6.79 (4.70-9.3
3-day	2.07 (1.77-2.43)	2.33 (2.00-2.74)	2.80 (2.39-3.30)	3.21 (2.73-3.81)	3.84 (3.17-4.74)	4.35 (3.51-5.44)	4.90 (3.82-6.28)	5.50 (4.11-7.22)	6.33 (4.55-8.54)	7.00 (4.89-9.5
4-day	2.21 (1.91-2.58)	2.48 (2.13-2.90)	2.95 (2.53-3.46)	3.37 (2,88-3.97)	4.00 (3.33-4.90)	4.52 (3.67-5.60)	5.07 (3.98-6.44)	5.66 (4.26-7.38)	6.49 (4.70-8.70)	7.16 (5.04-9.6
7-day	2.52 (2.20-2.91)	2.84 (2.47-3.28)	3.37 (2,93-3,90)	3.83 (3.31-4.45)	4.50 (3.77-5.41)	5.03 (4.12-6.12)	5.58 (4.42-6.96)	6.15 (4.68-7.89)	6.94 (5.09-9.15)	7.56 (5.39-10
10-day	2.80 (2.46-3.20)	3.16 (2.77-3.62)	3.76 (3.28-4.31)	4.26 (3.70-4.91)	4.97 (4.19-5.91)	5.53 (4.55-6.66)	6.09 (4.85-7.51)	6.67 (5.11-8.45)	7.45 (5.49-9.70)	8.05 (5.78-10
20-day	3.65 (3.25-4.11)	4.12 (3.66-4.64)	4.89 (4.33-5.52)	5.52 (4.86-6.25)	6.37 (5.43-7.42)	7.03 (5.86-8.30)	7.68 (6.20-9.29)	8.33 (6.47-10.4)	9.18 (6.88-11.7)	9.82 (7.18-12
30-day	4.39 (3.93-4.88)	4.95 (4.43-5.51)	5.85 (5.22-6.54)	6.58 (5.84-7.39)	7.57 (6.49-8.70)	8.31 (6.98-9.70)	9.03 (7.35-10.8)	9.74 (7.64-12.0)	10.7 (8.06-13.5)	11.3 (8.38-14
45-day	5.31 (4.80-5.86)	6.00 (5.42-6.62)	7.09 (6.38-7.84)	7.96 (7.12-8.84)	9.10 (7.86-10.3)	9.94 (8.42-11,5)	10.7 (8.82-12.7)	11.5 (9.10-14.0)	12.5 (9.52-15.6)	13.2 (9.83-16
60-day	6.10 (5.54-6.68)	6.91 (6.27-7.57)	8.16 (7.39-8.97)	9.15 (8.24-10.1)	10.4 (9.04-11.7)	11.3 (9.65-13.0)	12.2 (10.1-14.3)	13.0	14.0 (10.7-17.3)	14.6 (11.0-18

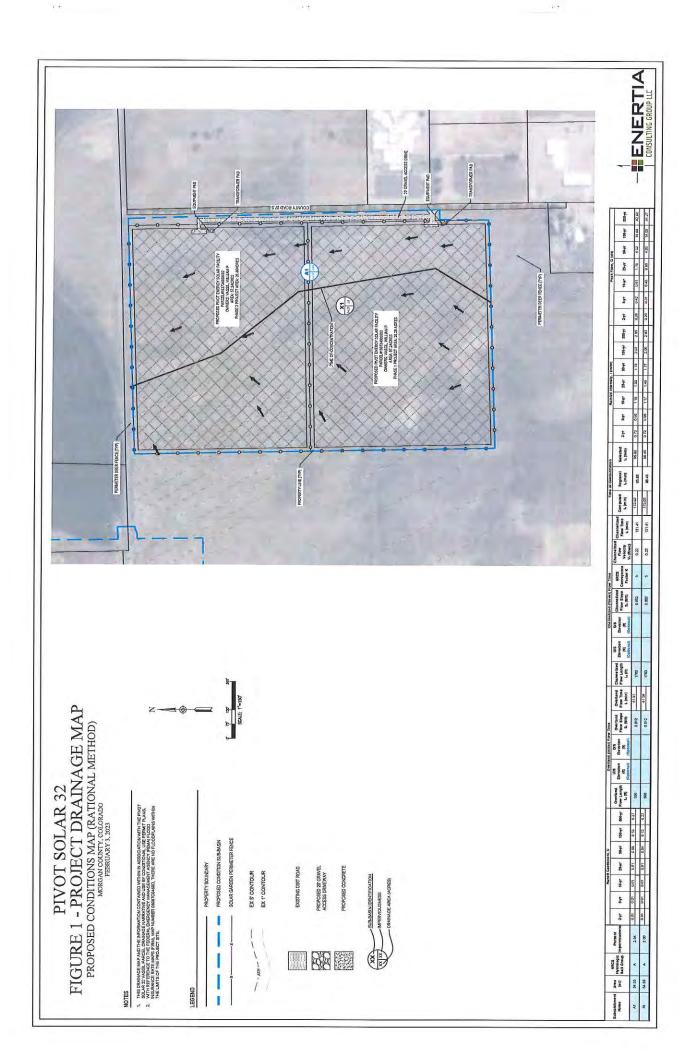
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Please refer to NOAA Atlas 14 document for more information.

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PF graphical

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.



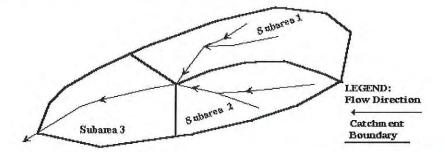
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Area-Weighted Runoff Coefficient Calculations

Version 2.00 released May 2017

Designer: NRM
Company: ENERTIA
Date: 2/2/2023
Project: PIVOT 32-VASSIL
Location: MORGAN COUNTY



Subcatchment Name A1 Cells of this color are for required user-input
Cells of this color are for optional override values
Cells of this color are for calculated results based on overrides

See sheet "Design Info" for imperviousness-based runoff coefficient values.

Sub-Area Area (ac) NRCS Hydrologic Soil Group	Aroa		Percent	Runoff Coefficient, C							
	Imperviousness	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	500-yı			
ACCESS	0.70	Α	40.0	0.25	0.27	0.28	0.32	0.37	0.42	0.51	
PADS	0.02	А	100.0	0.84	0.86	0.87	0.88	0.88	0.89	0.90	
FIELD 53.83 A 54.55	2.0	0.01	0.01	0.01	0.01	0.04	0.13	0.27			
			F 5								
				N. Carrier							
										N=	
Total Area (ac)	54.55		Area-Weighted C	0.01	0.01	0.01	0.02	0.05	0.13	0.27	
i otal Alea (ac)	37.00	Area-Weighted Override C		0.01	0.01	0.01	0.02	0.05	0.13	0.27	







1515 MARKET STREET SUITE 100 DENVER, CO 80202 (720) 250-8305 FIGURE 1 - PROXIMITY MAP & DESIGNATED TRAVEL ROUTE PIVOT ENERGY SOLAR FARM ON VASSIL PARCEL PS 35 MORGAN COUNTY, COLORADO

DATE:	7/21/2022	
SCALE:	1" = 2,000'	
BY:	NM	



Pivot Solar 32 LLC - Decommissioning Plan

Pivot Solar 32 LLC ("Pivot") is submitting a Decommissioning plan to the Department of Planning Services as part of the Special Use Review approval process for a solar garden facility. Pivot has estimated that the decommissioning costs will be around \$37,600/MWac.

The useful life of the solar facility is expected to be at least 20 years. At the end of the project's useful life, Pivot will suspend operations and decommission the plant, which will include any necessary demolition, removal of above and below-ground equipment, and site reclamation efforts. Pivot's obligation under the Solar Lease Agreement is to return the site to the landowner in substantially the same condition that the property was in prior to the improvements being made.

This document establishes a detailed plan for decommissioning and reclamation activities once the project reaches the end of its useful life. The proposed activities will likely need to be refined throughout the project's life to reflect future best practices of the solar industry.

Pivot has assumed the planning process will be initiated one to two years prior to the anticipated end of commercial operation. The final plans will be developed in consultation with Morgan County and any other applicable agencies that have jurisdiction of activities in the decommissioning process.

1. Decommissioning Project Elements and Milestones

The key tasks of project decommissioning are divided into related activities that represent milestones in the process. Each activity is described in further detail below. The decommissioning schedule reflects the conceptual timing of the milestones and overall process.

The individual project components to be decommissioned will either be 1) recycled or reused to the maximum extent practicable, or 2) removed from the site and disposed of at an appropriately licensed disposal facility. The general decommissioning approach will be the same whether a portion of, or the entire Project is decommissioned.

The activities involved in the facility closure will depend on the expected future use of the site. Certain facility equipment and features may be left in place at the property owner's request, such as transmission facilities, roads, and drainage features. At the time of decommissioning, a plan will be submitted to the County proposing the equipment that will be removed and, if applicable, equipment that will remain, based on expected future use of the site.

Pre-closure activities include final closure and reclamation planning, which identifies measures to be taken to restore the site to near pre-construction conditions. This includes but is not limited to the following:

- Complete an analysis of the project materials and their composition to identify those specific components that may be recycled, re-used, scrapped, or sent to disposal sites; as well as identifying specific recycling facilities and disposal sites for materials.
- Coordinate with local officials to obtain permits and develop plans for the transportation of materials and equipment to and from the site.
- Develop specifications for demolition and reclamation, which will serve as the basis for contractor bids
 for decommissioning the project and establish the scope of demolition and reclamation, including
 developing reclamation plans in compliance with local, state, and federal regulations.



Pivot Solar 32 LLC - Decommissioning Plan

During the planning process Pivot will brief the County and other applicable agencies on the decommissioning process and plans. All necessary permits and approvals required for the decommissioning will be obtained prior to commencing operations.

The first step in the decommissioning process will be assessing existing site conditions and preparing the site for demolition. Site decommissioning and equipment removal is expected to take up to one year. Therefore, access roads, fencing, some electrical power, and other facilities will temporarily remain in place for use by the decommissioning workers until no longer needed. Demolition debris will be placed in temporary onsite storage areas pending final transportation and disposal and/or recycling according to the procedures listed below.

A plan will be implemented for de-energizing portions of the facility to allow safe decommissioning and formal lock out and tag out procedures. This will ensure all electrical components are placed and maintained in a safe condition for demolition activities prior to the start of work.

PV Module and Tracker Removal and Recycling

During decommissioning, project components that are no longer needed will be removed from the site and recycled, reused or disposed of at an appropriately licensed disposal facility. The first operation is to disconnect and remove modules from the tracker assemblies.

Next, the tracker and mounting structures, DC wiring materials, and combiner boxes will all be assembled and segregated for disposal or salvage. Steel piles that support the PV racking system will be removed and either reused or recycled to the maximum amount possible. Below ground portions of the supports will either be removed or cut off at least two feet below ground surface and left in place.

The demolition debris and removed equipment will be safely removed from the premises and transported to an appropriately licensed disposal facility or recycling center. Photovoltaic modules will either be re-used, recycled or disposed of in accordance with applicable laws at the time of decommissioning.

Roads

Onsite access roads will remain in place during the decommissioning process. The roads may remain intact after decommissioning if the property owner deems them beneficial for the future use of the site. Roads that will not be used after the solar project's decommissioning will be removed at the end of the process.

Fencing

Project site perimeter fencing will be removed at the end of the decommissioning project, unless it may be utilized for future use of the site and the property owner requests the fence remain in place. This includes the removal of all posts, fencing material, gates, etc. to return the site to pre-project condition.

Transportation and clean up

During the disassembly and demolition process, materials will be segregated and temporarily placed in gathering areas for transportation. Various materials including, but not limited to, concrete, steel, aluminum, and copper will be temporarily stockpiled at or near a designated processing location pending transport to an appropriate offsite recycling facility. All such materials will then be transported from the site to approved designated facilities for recycling, scrapping or disposal. All metals will be recycled to the extent practical given the recycling options available at the time of decommissioning.



Pivot Solar 32 LLC - Decommissioning Plan

In general, the decommissioning will be undertaken using traditional heavy construction equipment including, but not limited to, front end loaders, cranes, track mounted and rubber-tired excavators, bull dozers, and scrapers. Areas where excavation is required will be backfilled with natural material and compacted. Any voids left from the removal of foundations will be backfilled with surrounding subsoil and topsoil and fine graded to ensure suitable drainage and reclamation of natural grades.

Soil management and re-contouring operations will be conducted to minimize the surface area disturbance and implement the activities in the safest and most efficient manner and in accordance with applicable local requirements. Major earthwork is not anticipated as construction of the site will not alter the general grade across the site.

To account for post-decommissioning dust control, areas of exposed soils will be revegetated, consistent with the expected future use of the site and State or County requirements. The native dry grass vegetation will be reestablished to prevent the spread of weeds. Mulching or palliatives may be used for temporary dust control until vegetation is established.

Monitoring Site Restoration

Upon completion of the decommissioning process, a one-year restoration monitoring period will begin. Monitoring will ensure that grading and drainage implemented is successful in stabilizing water flow patterns and that the cover vegetation (native dry grass vegetation or other depending on land use) will be reestablished to prevent the spread of weeds. Corrective actions will be implemented if such monitoring determines adverse conditions are present because of an inadequate restoration.

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I Accept



ForgeSolar

PS 32 PS 32

Created Aug. 22, 2022 Updated Aug. 22, 2022 Time-step 1 minute Timezone offset UTC-7 Site ID 74431.13142

Project type Basic Project status: active Category 500 kW to 1 MW (1,000 kW / 8 acre limit)



Misc. Analysis Settings

DNI: varies (1,000.0 W/m^2 peak)
Ocular transmission coefficient: 0.5 Pupil diameter: 0.002 m Eye focal length: 0.017 m Sun subtended angle: 9.3 mrad

- Analysis Methodologies:

 Observation point: Version 2

 2-Mile Flight Path: Version 2

 Route: Version 2

Summary of Results No glare predicted!

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	2

Component Data

PV Array(s)

Total PV footprint area: 7.2 acres

Name: PV array 1 Footprint area: 7.2 acres Axis tracking: Single-axis rotation Backtracking: Shade-slope Tracking axis orientation: 180.0 deg Maximum tracking angle: 60.0 deg Resting angle: 0.0 deg Ground Coverage Ratio: 0,5

Rated power: -

Panel material: Smooth glass without AR coating Vary reflectivity with sun position? Yes Correlate slope error with surface type? Yes Slope error: 6.55 mrad



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft.	ft
1	40.275973	-103.631748	4224.99	8.00	4232.99
2	40.275973	-103.634258	4224.52	8.00	4232.52
3	40.275711	-103.634237	4224.42	8.00	4232.42
4	40.275695	-103.632005	4229.48	8.00	4237.48
5	40.271324	-103.632241	4236.86	8.00	4244.86
6	40.271373	-103.631598	4234.80	8.00	4242.80
7	40.275990	-103.631555	4224.76	8.00	4232.76

Route Receptor(s)

Name: Route 1 Route type Two-way View angle: 50.0 deg



Name: Route 2 Route type Two-way View angle: 50.0 deg



Name: Route 3 Route type Two-way View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	40.268562	-103.640601	4237.56	0.00	4237.56
2	40.268464	-103.631159	4237.94	0.00	4237.94

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	40.276130	-103.631157	4222.41	0.00	4222.41
2	40.269188	-103.631200	4229.14	0.00	4229.14

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	40.276064	-103.640641	4234.89	0.00	4234.89
2	40.276293	-103.631286	4222.88	0.00	4222.88

Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	40,272269	-103.630622	4230,64	0.00	4230.64
OP 2	40.269715	-103.630837	4230.56	0.00	4230.56
OP 3	40.269977	-103.631867	4241.60	0.00	4241.60
OP 4	40.270108	-103.641050	4230.92	0.00	4230.92
OP 5	40.272433	-103.628519	4226.58	0.00	4226.58
OP 6	40.276977	-103.639828	4228.22	0.00	4228.22

Summary of PV Glare Analysis

PV configuration and total predicted glare

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced	Data File
	deg	deg	min	min	kWh	
PV array 1	SA tracking	SA tracking	0	0	-	

PV & Receptor Analysis Results

Results for each PV array and receptor

PV array 1 no glare found

Component	Green glare (min)	Yellow glare (min)	!
OP: OP 1	0	0	:
OP: OP 2	0	0	
OP: OP 3	0	0	
OP: OP 4	0	0	
OP: OP 5	0	0	1
OP: OP 6	0	0	
Route: Route 1	0	0	•
Route: Route 2	0	0	:
Route: Route 3	0	0	

No glare found

Assumptions

- . Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
- Glare analyses do not account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions.
- · Detailed system geometry is not rigorously simulated.
- The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time.
 Actual values and results may vary.
- The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous
 modeling methods.
- Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare.
 The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the
- The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the
 maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the
 combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
- Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
- Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
- Glare vector plots are simplified representations of analysis data. Actual glare emanations and results may differ.
- Refer to the Help page for detailed assumptions and limitations not listed here.



1515 Market Street, Suite 100 Denver, CO 80202 (609) 234-5502 rick.hagmayer@enertiacg.com

February 3, 2023

Ms. Nicole Hay, Planning Administrator Morgan County Planning and Zoning Development Department 231 Ensign Street Fort Morgan, CO 80701

RE:

Traffic Impact Letter Report

Use by Right - Pivot Solar 32 LLC on Vassil Parcel Morgan

County Road 27.5

Dear Ms. Hay:

In fulfillment of the Morgan County application requirements, Enertia Consulting Group has completed this Traffic Letter for the proposed phased Pivot Solar 32 Solar Facility (Project) located on 25.93-acre and 23.24-acre lease boundaries (Sites) within a 57.2-acre parcel west of Morgan County Road (MCR) 27.5. The intent of this Report is to provide traffic related information and identify potential project impacts to affected roadways within Morgan County.

The following information is included in this letter report:

- Project Location, Components and Construction Schedule
- Designated Travel Route
- Daily Vehicle Trip Generation
- Conclusions.

Project Location, Components and Construction Schedule

Location

The Project is located on 52.72-acres of Morgan County Parcel No. 103734000002, north of I-76 and west of MCR 27.5. The Project access drive is off MCR 27.5, approximately 500' north of I-76 between exits 89 and 90B.

Components

The Pivot Solar 32 Vassil Parcel project shall generally include: ~10 MW solar facility with approximately 26,000 tracking solar panels mounted on steel H-beams; concrete pad mounted

Morgan County Planning and Building Department Page 2

inverters and transformers; an access drive with emergency turn-around and perimeter fence with gate.

Construction Schedule

It's currently anticipated that the Building Permit will be issued by Morgan County on or before June 1, 2023 for Phase 1 and April 1, 2024 for Phase 2. Accordingly, a construction start/mobilization date of June 20, 2023 has been established. Based on this, the following preliminary schedule is currently considered:

Phase 1:

•	Driveway and material staging area prep	June 20, 2023 – July 10, 2023
•	Solar Facility Component Delivery	June 11, 2023 – July21, 2023
•	Perimeter Fence Installation	June 22, 2023 – July 21, 2023
•	Solar Panel Foundation Installation	July 21, 2023 – October 21, 2023
•	Transformer and Inverter Installation	October 22, 2023 – November 20, 2023
•	Solar Panel Installation	November 23, 2023 – February 19, 2024

Phase 2:

•	Driveway and material staging area prep	April 20, 2024 – May 10, 2024
•	Solar Facility Component Delivery	May 11, 2024 – June 21, 2024
•	Perimeter Fence Installation	May 22, 2024 – June 21, 2024
•	Solar Panel Foundation Installation	June 21, 2024 – September 21, 2024
•	Transformer and Inverter Installation	September 22, 2024 – October 20, 2024
•	Solar Panel Installation	October 23, 2024 – January 19, 2025

Designated Access Route

The designated access route is: I-76 East to Exit 89 at Hospital Street (MCR 27); MCR 27 north to MCR T; MCR T east to MCR 27.5; and MCR 27.5 south to the Project access drive. Access from MCR 27.5 to the Project will be via a gravel access drive constructed with this Project. Figure 1 illustrates the access route. The following is a brief description of the access route roadways.

 $\underline{\mathsf{I-76}}$ – I-76 in the vicinity of the Project site is a 4-lane asphalt-paved Interstate Freeway; and a posted speed limit of 75mph. It's anticipated that 100 percent of material deliveries will be from the west. Traffic to the site will use Exit 89 and turn north onto Hospital Road.

MCR 27 – The +/-3,000' segment of Hospital Road (MCR 27) included in the travel route is a 2 lane, asphalt-paved road with side drainage ditches. The road surface appears to be in good condition.

 $\underline{\mathsf{MCR}\ \mathsf{T}}$ – The +/-2,650' segment of MCR T included in the travel route is a 2 lane, asphalt-paved road with side drainage ditches. The road surface appears to be in good condition.

MCR 27.5 – The +/-1,650' segment of MCR 27.5 included in the travel route is a 2 lane, gravel surfaced road with side drainage ditches. The road surface appears to be in fair to good condition.

Daily Vehicle Trip Generation and Distribution

Project development may be divided into the following 4 phases (site preparation, material and equipment delivery, solar facility construction and solar facility maintenance). The following Table 1 illustrates the estimated average daily trip generation by vehicle type for each Project phase.

Table 1 - Vehicle Trip Generation

Project Phase (Time Period)	Vehicle Type	Estimated Gross Vehicle Weight	Number of Vehicles Per Day	Maximum and Average Vehicle Trips Per Day
Site Preparation (approx. 2-4 weeks)	Equipment Hauling Trucks	30,000-65,000 lbs	0-2	0-4
	Passenger Vehicles	2,000-10,000 lbs	2-5	4-10
	Fuel Delivery	20,000-30,000 lbs	1	2
				Max - 16/Ave - 6
Material and Equipment Delivery (approx. 4 weeks)	Conex Container and Delivery Trucks	30,000-50,000 lbs	5-15	10-30
X-T-F	Equipment Hauling Trucks	20,000-40,000 lbs	0-4	0-8
				Max - 38/Ave - 10
Solar Facility Installation (3-4 months)	Passenger Vehicles	2,000 to 10,000 lbs	10-15	20-30
	Fuel Truck	20,000 to 30,000 lbs	1	2
	Material Delivery Truck	20,000 to 30,000 lbs	1-	2
				Max - 34/Ave - 24
Operations (ongoing once operational)	Utility Vehicle	2,000 to 10,000 lbs	1 per month or less	
				Max - 2/Ave - 0

As illustrated in Table 1, the majority of traffic generated as a result of solar facility installation shall occur during the 3–4-month installation period (max 38/ave 10vtpd). This traffic will generally be site worker passenger vehicles.

The majority of heavy truck traffic including conex container delivery (total of 30-50 conex containers/delivery trucks) and equipment (rubber tire loader, pile driver, forklift) delivery and pickup will travel to and from the Project between 9:30 AM and noon and 1:30PM and 4:00PM.

Project related traffic during all phases will not be significant during AM and PM peak periods (7:30-9:00 AM and 4:30-6:00 PM, respectively).

Conclusions

- 1. The Project is expected to generate up to 38 vehicle trips per day during material and equipment delivery (anticipated to be two weeks at the beginning of the project and two weeks at the end of the project), up to 34 vehicle trips per day during installation (3-4 months) and up to 2 vehicle trips per month during solar facility operation.
- 2. Site preparation and solar facility installation anticipated to begin in June 2023 and be completed in January 2025.
- 3. The phase with the greatest amount of traffic (38 vtpd solar facility installation) is expected to occur over two, 4-week periods (May 2023 & May 2024).
- 4. Daily project related truck traffic is not expected to impact AM and PM peak traffic periods.
- 5. Sight distance at the Project entrance is well over 1,000 feet to the north along MCR 27.5.
- 6. A Morgan County Right-of-Way permit will be required for the project access driveway.
- 7. As proposed, the solar facility site preparation, installation and ongoing inspection/maintenance is not anticipated to create adverse traffic-related impacts on Morgan County roads. Based on anticipated vehicle type and weight, the project is not anticipated to degrade/damage Morgan County roads.

We trust that this Traffic Impact Letter for the Pivot Energy Solar Facility on the Vassil Parcel is acceptable and complete. Please contact me at rick.hagmayer@enertiacg.com or (609) 234-5502 should you require additional information.

Sincerely,

ENERTIA CONSULTING GROUP, LLC

Rick Hagmayer, PE Senior Project Manager

attachment







1515 MARKET STREET SUITE 100 DENVER, CO 80202 (720) 250-8305

FIGURE 1 - PROXIMITY MAP & DESIGNATED TRAVEL ROUTE PIVOT ENERGY SOLAR FARM ON VASSIL PARCEL PS 35 MORGAN COUNTY, COLORADO

DATE:	7/21/2022	
SCALE:	1" = 2,000'	
BY:	NM	

PROOF OF OWNERSHIP

Current Title Insurance Commitment

LLC Certificate

XCEL Reservation Letter

Leases



Title Insurance Commitment

ISSUED BY

Stewart Title Guaranty Company

Schedule A

ALTA® Universal ID: 0044474 Commitment/File No: NCT24046

Property Address: 18542 COUNTY ROAD 27, BRUSH,

COLORADO, 80723

1. Policy or Policies to be issued:

OWNERS:

[X] ALTA® 2006 Owner's Policy

Proposed Insured: TO BE DETERMINED

Effective Date: June 1, 2022 at 8:00 a.m.

Issuing Office: NORTHERN COLORADO TITLE

SERVICES CO., INC.

AMOUNT

PREMIUM

STO BE

\$300.00

DETERMINED

LOAN:

[X] ALTA® 2006 Loan Policy

Other Charges:

\$ 300.00

NOTE: A Minimum Fee of \$115.00 will be charged if file is cancelled.

2. On the effective date hereof, the estate described herein to be insured is fee simple, and is vested in:

THE SOUTH FEDERAL PARTNERSHIP, LLP, as to 46% interest WILLIAM P. VASSIL, as to 54% interest

3. The land referred to in the Commitment is described below or in Schedule C:

The NW1/4 of Section 34, Township 4 North, Range 56 West of the 6th P.M., Morgan County, Colorado, EXCEPT parcel of land described in Book 709 at page 174 of the Morgan County Records; AND EXCEPT parcel of land described in Book 839 at page 945 of the Morgan County Records; AND ALSO EXCEPT parcel described in Book 992 at page 100 of the Morgan County Records.

and commonly known as (for informational purposes only): 18542 COUNTY ROAD 27, BRUSH, COLORADO, 80723

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Title Insurance Commitment

ISSUED BY

Stewart Title Guaranty Company

Schedule Bll

SCHEDULE B-SECTION II EXCEPTIONS

Commitment No: NCT24046

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against loss or damage by reason of the following:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
- 3. Easements, or claims of easements, not shown by the public records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public.
 records.
- 6. Taxes or special assessments which are a lien or due and payable; or which are not shown as existing liens by the public records; and any tax, special assessments, or charges or liens imposed for water or sewer service, or any other special taxing district, and any unredeemed tax sales.
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

ADDITIONAL EXCEPTIONS:

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

- 8. Reservation as contained in United States Patent recorded AUGUST 18, 1887 in Book 18 at Page 94 as follows: Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises and right of way for ditches or canals constructed by the authority of the United States.
- 9. Reservation of all rights to any and all minerals, ores and metals of any kind and character and all coal, asphaltum, oil, gas, or other like substance in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances as contained in PATENT from the STATE OF COLORADO recorded MARCH 29, 1907 in Book 32 at Page 51.

Commitment Schedule B-II

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Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B-Section 1 and a Schedule C (if applicable) with matching Numbers.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Insurance Regulation 8-1-3, this is notification of the availability of Title Closing Protection Letters written by Stewart Title Guaranty Company.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service-that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?	
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No	
For our marketing purposes— to offer our products and services to you.	Yes	No .	
For joint marketing with other financial companies	No .	We don't shere	
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No	
For our affiliates' everyday business purposes— information about your creditworthiness.	·No	We don't share	
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the em address used in your transaction, your Stewart to number and the Stewart office location that handling your transaction by email optout@stewart.com or fax to 1-800-335-9591	
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share	

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

File No.: NCT24046 Revised 01-01-2020

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

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

Use of Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- · Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- · Federal and State Regulators, law enforcement and other government entities

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

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

Phone:

Toll Free at 1-866-571-9270

Website:

http://stewart.com/ccpa

Email:

Privacyrequest@stewart.com

Postal Address:

File No.: NCT24046

Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Revised 01-01-2020



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

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

GUARA,

[Cogntersigned by:

Company Name

NORTHERN COLORADO TITLE SERVICES

INC

130 W. KIOWA AVE.

FORT MORGAN, Colorado 80701

Frederick H. Eppinger President and CEO

> David Hisey Secretary

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

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File No.: NCT23341

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

Page 1 of 4







The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

embergation in the control of the co

comply with the Schedule B, Part I - Requirements;

()

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

CLAIMS PROCEDURES

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

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

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

Page 3 of 4





Page 1

Delaware The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT

COPY OF THE CERTIFICATE OF FORMATION OF "PIVOT SOLAR 32 LLC",

FILED IN THIS OFFICE ON THE THIRTIETH DAY OF MARCH, A.D. 2022,

AT 5:17 O'CLOCK P.M.



Authentication: 203080668

Date: 04-03-22

6714141 8100 SR# 20221240584

STATE OF DELAWARE CERTIFICATE OF FORMATION OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

- 1. The name of the limited liability company is Pivot Solar 32 LLC.
- 2. The Registered Office of the limited liability company in the State of Delaware is located at 1013 Centre Road Suite 403-B (street), in the City of Wilmington, Zip Code 19805. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Vcorp Services, LLC.

By: Authorized Person

Name: <u>COIC 1/655</u>

Print or Type



P.O. Box 336337 Greeley, CO 80633-0606 Phone (970) 351-0733 Fax (970) 351-0867

LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION

(William P. Vasil and South Federal Partnership Property)

Subject Property:

Township 4 North, Range 56 West, 6th P.M., Morgan County, CO

Section 34: NW¼, EXCEPT that parcel of land described in Book 709 at Page 174 of the Morgan County Records; AND EXCEPT parcel of land described in Book 839 at Page 945 of the Morgan County Records; AND ALSO EXCEPT parcel described in Book 992 at Page 100 of the Morgan County Records

Zeren Land Services, an oil and gas title research company, states that to the best of its knowledge the following is a true and accurate list of the names and addresses of the mineral owners and mineral leasehold owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq. in the Subject Property based upon the records of the Morgan County Assessor and Clerk Recorder as of July 15, 2022 at 7:45 a.m.:

Mineral Owners:

Mineral Leasehold Owners:

None (entitled to notice)

None (entitled to notice)

Dated this 18th day of July, 2022.

ZERENLAND SERVICES

By: Cynthia A. E. Zeren, CPK

Certified Professional Landman #4044

At the request of **Pivot Energy** ("Client"), Zeren Land Services, an independent land consulting firm, has prepared the foregoing list of mineral estate owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq.

Zeren Land Services, searched (i) the records of the Morgan County Assessor relating to the Subject Property for persons identified therein as mineral estate owners, and (ii) the records of the Morgan County Clerk and Recorder relating to the Subject Property for recorded requests for notification in the form specified in the Surface Development Notification Act. The results of these searches are set forth above in this List of Mineral Owners Entitled to Notice. At the date of the search, the records of the Assessor and the Clerk and Recorder were posted through July 15, 2022 at 7:45 A.M.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services, for the listing.

In order to induce Zeren Land Services, to provide such services, Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing. Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.

ZEREN LAND SERVICES

Date: July 18, 2022

Cynthia A. E. Zeren, as President

34 4n 56w



Garden ID: SRC087285

8/16/2022

Pivot Solar 32 LLC 1750 15th St, Denver, CO 80202

Xcel Energy Solar*Rewards Community Reservation Letter

Thank you for your interest in the Solar*Rewards Community program. We are pleased to offer you a Renewable Energy Credit (REC) price of \$0.0515000 per kWh produced (from subscribed garden capacity). This is contingent upon approval of the completed photovoltaic project as specified below. The REC payments will be made payable to Pivot Solar 32 LLC. If the final system size varies from these specifications by more than 10%, your application will be declined.

Garden Location: 40.2752992, -103.6317713 Brush, CO, 80723 Brush, CO 80723

System size: 6125.000 kW DC

PVWatts annual energy production estimate: 10892088.00 kWh

The REC price and reservation are valid for 18 months from the date the project is accepted into the program. If your project is not completed within 18 months, your application deposit will be forfeited and your application will be declined. You can re-apply if you are still interested, but the project will be subject to current program availability and incentive levels.

Please sign this letter and upload to the application website. If you have questions, you can contact us at solarrewardscommunity@xcelenergy.com.

I hereby confirm and accept this Reservation Letter to secure the offer:

Subscriber Organization Printer Name: Pivot Solar 32 LLC

Subscriber OrganizationSignature:

Date 8 / 22 / 2022

Official Records of Morgan County, CO 943542 11/03/2022 02:23:33 PM Page 1 of 7 Rec Fee: 43.00 State Documentary Fee:

Clerk: Kevin Strauch

EXHIBIT D

FORM OF SHORT FORM

RECORDING REQUESTED BY AND	
WHEN RECORDED RETURN TO:	
(Space above this line for Recorder's use only)	
*/	

SHORT FORM OF SOLAR LEASE

THIS SHORT FORM OF SOLAR LEASE ("Short Form") is made and entered into as of Dec. 10., 2019, by and between William P. Vassil and Southern Federal Partnership LLP whose residence/mailing address is 2429 S Chase Lane, Lakewood, CO 80227 ("Owner"), and TCA Microgrid, LLC, a Florida Limited Liability Company, dba Pivot Energy whose address is 1750 15th St. Suite #400, Denver, CO 80202 ("Company") (Owner and Company the "Parties" and each a "Party"), and provides as follows:

WITNESSETH

The Parties agree:

- 2. Generally, the Agreement: (a) concerns the development of solar energy project(s) by Company involving the Property ("Project"); (b) grants Company easements, leases, and other rights related to the Property; and, (c) limits, prohibits, and restricts other development or use(s) of the Property that interfere with the rights granted Company by the Agreement.
- 3. The Agreement consists of two periods a "Development Term" and an "Operations Term" (together the "Term").

The Development Term is Five (5) years from the Effective Date.

The Operations Term starts on the earlier of: (a) Company's notice to Owner of the start of the Operations Term; (b) the date that is twelve (12) months after the date of the start of construction of the Project as set forth in a notice from Company to Owner; or, (c) the first day the Project delivers electricity in commercial quantities (excluding test energy) and continuing thereafter until

the date that is twenty one (21) years after this date. By notice to Owner, Company has the right to extend the Operations Term for up to two (2) additional consecutive periods of ten (10) years each.

4. By the Agreement, Owner grants Company certain exclusive and non-exclusive rights.

For the Development Term, Owner grants Company exclusive rights to the Property for performing "Development," which means (a) all actions, studies, and tests related to the evaluation and investigation by Company of the suitability of the Property for solar energy development, including performing the following on the Property: (i) inspections and surveys; (ii) archaeological, avian, geologic, and soils studies and tests; (iii) electrical interconnection and transmission studies and tests; (iv) environmental inspections, studies, and surveys; (v) the operation of equipment for evaluating, measuring, and monitoring meteorological conditions; and, (vi) conducting meteorological studies and tests and (b) construction of the Project including of those systems authorized to be located on the Property during the Operations Term.

For the Operations Term, Company will have exclusive use and possession of the Land and to the extent permitted under the pertinent grant/right to Owner exclusive right to all other parts of the Property. Company will have the right to use the Property for Development and for testing, permitting, construction, operation, maintenance, repair, replacement, repowering and decommissioning of the Project and for all uses contemplated in the permits or authorizations relating to the Project, including all activities necessary, incidental or convenient to that use, and any other lawful uses consistent with the operation of the Project, including, the following activities (collectively, the "Intended Use"):

As Company deems necessary in its sole discretion, whether on or off the Property, Company may erect, relocate, repair, replace, maintain, operate and remove (a) on and from the Land solar energy measurement, collection, conversion, and generation systems and equipment of any type and quantity, including fences, foundations, racking systems, inverters, converters, substations, interconnection and switching facilities, tracking systems, buildings, and other equipment and improvements for the conversion of solar energy into electricity and for the storage of such electricity and (b) and on and from the Property transmission, distribution, and communication lines, poles, ancbors, support structures, underground cables, and associated equipment and appurtenances, and roads. Any such equipment, facilities or other improvements erected or constructed on the Property are referred to as the "Improvements":

Company may remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation or dismantle, demolish, and remove any improvement, structure, embankment, impediment, bernn, wall, fence or other object, on or that intrudes (or could intrude) into the Property or that could obstruct, interfere with or impair the Project or the Intended Use, as well as perform grading on the Property;

Company may occupy, use, renovate, rebuild, demolish, and/or remove any existing structures on the Property, including use of any structures as office or living quarters in connection with construction, operation, and management of the Project; and,

Company may control and restrict access onto and over and across the Property.

Owner consents to Company's location of the Improvements at any location on the Property, including at or near property lines.

- 5. The Agreement also, among other things: (a) restricts Owner's access to the Property during the Term; (b) requires Owner to grant such further easements for access and utility purposes as Company may require; (c) prohibits any activities, whether on or off the Property, that interfere with the passage of sunlight on to the Property; (d) includes an express grant of a solar easement as described in Colorado Revised Statutes 38-32.5-100.3 et seq; (e) includes a mechanism for dividing the Property into multiple separate leases for separate projects; (f) includes a waiver by Owner of any interest in the Improvements, including any potential lien rights; (g) addresses the rights of the Parties in the case of a condemnation of all or part of the Property; (h) authorizes Company to satisfy Owner's obligations that may become a lien or encumbrance on the Property or Improvements; (i) includes limited remedies and prohibits certain remedies; and, (j) includes limited bases for termination.
- 6. The Agreement runs with the Property and includes a quiet enjoyment clause.
- 7. The Agreement includes broad assignment and finance-related provisions in favor of Company, including: (a) the right of Company and its assignces to assign (including by assignment, lease, or sublease, or a grant of licenses, easements, sub-easements or co-easements) all or part of their rights under the Agreement and/or the Improvements, including for collateral security purposes; (b) the right of Company or its assignces to mortgage the Leasehold Estate and the Improvements; (c) the obligation of Owner to give Company and Leasehold Mortgagees notice of defaults; (d) the right of Leasehold Mortgagees or assignces to exercise Company's rights under the Agreement and/or take title to the Leasehold Estate, Improvements, and/or Company's rights under the Agreement (but as provided for in the Agreement Leasehold Mortgagees have no obligations under the Agreement unless and until they hold a direct interest in the Leasehold Estate; (e) limited bases for termination (i.e. only in the case of uncured monetary defaults and after expiration of all applicable cure periods); (f) cure rights in favor of Company and Leasehold Mortgagees; and, (f) the obligation of Owner to execute a new lease if the Agreement is terminated.
- 8. The conditions, covenants, definitions (including the definition of capitalized terms not defined in this Short Form), limitations, restrictions, and terms governing the encumbrances imposed on the Property, restrictions on use of the Property, and rights granted in and to the Property are set forth in the Agreement. Without limitation, and except as expressly authorized by the Agreement, these include Owner's covenant to not grant any third party any rights to evaluate or develop the Property. Also, the Agreement specifies limitations, requirements, and/or restrictions, on: (a) the conveyance and development of mineral rights associated with the Property (including a surface use relinquishment by Owner, as well as a requirement that any mineral interest owners enter a surface use or accommodation agreement with Company); (b) interference with the Project and/or with the rights granted in the Agreement; and/or, (c) "severance" of solar rights associated with the Property or revenue related to the Agreement.

- 9. Also by the Agreement Owner covenants: (a) to obtain for the benefit of Company a non-disturbance and subordination agreement from each holder of an interest in the Property; (b) to amend the Agreement as Company may request in connection with its financing; and, (c) to execute consents and estoppel certificates as Company may request from time-to-time.
- 10. The Parties have executed and recorded this Short Form for the purpose of giving record notice of the Agreement, of the exclusive easements, leases, and rights it grants, and of certain restrictions it imposes. All of the conditions, covenants, and terms regarding the Agreement are more particularly set forth in the Agreement, which is incorporated by this reference. In the event of any conflict between the conditions and terms set forth in this Short Form and the conditions and terms set forth in the Agreement, the conditions and terms of the Agreement will control and govern. This Short Form may be executed and/or recorded in counterparts.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGE TO

SHORT FORM OF SOLAR LEASE

IN WITNESS WHEREOF, the Parties have executed this SHORT FORM OF SOLAR LEASE as of the date set forth above.

•
OWNER: Dans
STATE OF Colorads
STATE OF <u>Colorado</u>) SS. COUNTY OF <u>Unual</u>)
On <u>Delimber 13</u> 2019, before me, the undersigned, a Notary Public in and for said County and State personally appeared <u>Within P Vassil</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument an 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 within instrument.
WITNESS my hand and official seal. ALEJANDRO VALENCIA VILLA NOTARY PUBLIC STATE OF COLORADO
Alganda Vahi - VIII MY COMISSION EXPIRES 12/15/2020 Notary Public
Commission Expires: (3 /, 5 / 2020

SIGNATURE PAGE TO SHORT FORM OF SOLAR LEASE

IN WITNESS WHEREOF, the Parties have executed this SHORT FORM OF SOLAR LEASE as of the date set forth above.

51 the date but 10111, down to
Company: TCA Microgrid Energy LLC
By: Name: Title: CEO Hunt
ACKNOWLEDGEMENT
STATE OF <u>coloredo</u>)
)ss. COUNTY OF <u>Deriver</u>)
On
WITNESS my hand and official seal.
Notary Public Commission Expires: plan. 21, 2023 ELI OPPENHEIMER NOTARY PUBLIC - STATE OF COLORADO NOTARY 10 20194011170 NY COMMISSION EXPIRES MAR 21, 2023

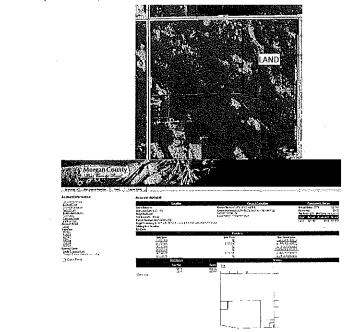
EXHIBIT A TO SHORT FORM OF SOLAR LEASE

DESCRIPTION OF THE LAND

THAT CERTAIN REAL PROPERTY LOCATED IN Morgan COUNTY, Colorado, DESCRIBED AS:

Parcel	Township	Range	Section	Portion of Section	Acreage
103734000002	4N	56W	34	E2	40
				Total Acreage	40

TCA Microgrid Energy LLC, dba Pivot Energy LLC, leases approximately 40 acres of the larger 97.08 acre parcel known as Morgan County, Colorado Assessor's Parcel 1037-340-00-002, as shown below, subject to reduction within the boundary of the Property. The final area of the Property will be delineated by a Colorado licensed Professional Land Surveyor (PLS) in the final ALTA survey. A legal description derived from the survey will define the Property's boundaries and will be subject to all oil, gas, and mineral leases of record, and subject to all recorded declarations, restrictions, and covenants.



Official Records of Morgan County, CO 943555

11/04/2022 12:14:17 PM Page 1 of 5

Rec Fee: 33.00 State Documentary Fee:

Clerk: Kevin Strauch

Execution Version

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:			
· · · · · · · · · · · · · · · · · · ·			
			•
(Space above this line for Recorder's use only)	,	•	

ASSIGNMENT

THIS ASSIGNMENT OF SOLAR LEASE ("Assignment") is made and entered on February 14, 2020 ("Effective Date"), by and between TCA Microgrid Energy, LLC, a Florida Limited Liability Company whose address is 1750 15th Street, Suite 400, Denver CO 80202 ("Assignor"), and Pivot Development Fund 1 LLC a Colorado Limited Liability Company whose address is 1750 15th Street, Suite 400, Denver CO 80202 ("Assignee") (Assignor and Assignee may jointly be referred to herein as the "Parties" and each a "Party"), and provides as follows:

RECITALS

WHEREAS, The Assignor has entered into a Solar Lease ("Agreement") dated December 16, 2019, and recorded on November 3, 2022, as Instrument No. 943542 in the offices of the Clerk of Recorder in Morgan County, Co. ("Short Form"). The Assignor intends to assign this Agreement to the Assignee.

WHEREAS, Pursuant to the Agreement, Assignor agrees to assign to Assignee and Assignee agrees to assume and accept, all of Assignor's right, title and interest in and to the real property encumbered by the agreement(s) listed in the attached Schedule 1 ("Leases").

NOW, THEREFORE, in consideration of the mutual promises set forth in the Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

<u>AGREEMENT</u>

- 1. **Grant**. As of the Effective Date, Assignor grants, assigns, transfers and conveys to Assignee, and Assignce accepts, all of Assignor's rights, title and interest in and to the Leases and assumes all obligations under the Leases.
- 2. Successors and Assigns. The Agreement and this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 3. Miscellaneous. All of the conditions, covenants, and terms regarding the Assignment are more particularly set forth in the Agreement, which is incorporated by this reference. In the event of any conflict between the conditions and terms set forth in this Assignment and the conditions and terms set forth in the Agreement, the conditions and terms of the Agreement

943555 Page 2 of 5

will control. This Assignment may be executed and/or recorded in counterparts. This Assignment shall be governed by Colorado law. All Capitalized Terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Notary Public

Commission Expires:

SIGNATURE PAGE TO ASSIGNMENT OF SOLAR LEASE

IN WITNESS WHEREOF, the Parties have executed this ASSIGNMENT as of the date set forth above.

ASSIGNOR: TÇA Microgrid Energy, LLC
By:
Name: Tom Hunt
Its: Authorized Representative
ACKNOWLEDGEMENT
STATE OF Colovado) COUNTY OF DELINEY)
On 100. 3,7022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared 10 for fived personally known to me (or 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 within instrument.
WITNESS my hand and official scal

JULIA M FRIEDMAN Notary Public State of Colorado Notary ID # 20224016713

SIGNATURE PAGE TO ASSIGNMENT OF SOLAR LEASE

IN WITNESS WHEREOF, the Parties have executed this ASSIGNMENT as of the date set forth above.

ASSIGNEE: Pivot Development Fund 1 LLC
By:
Name: Tom Hunt
Title: Authorized Representative
ACKNOWLEDGEMENT
STATE OF Cal
STATE OF DIGNACIO
STATE OF Colondo) COUNTY OF Denue)
COUNTY OF 1/2/NOC"
On Nov. 3, 2027, before me, the undersigned, a Notary Public in and for said County and
State, personally appeared for Hunt, personally known to me (or 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 within instrument.
WITNESS my hand and official seal.
JULIA M FRIEDMAN
Notary Public
Notary Public State of Colorado Notary ID # 20224016713
Commission Expires: 4/26/26 My Commission Expires 04-26-2026

SCHEDULE 1 TO ASSIGNMENT OF SOLAR LEASE

Owner	Agreement Execution Date	Memorandum Recording Date	Memorandum Recording No.	County
William P. Vassil and South Federal Partnership LLP	December 16, 2019	11/03/2022	943542	Morgan

Official Records of Morgan County, CO 943595

11/07/2022 09:57:55 AM Page 1 of 4

Rec Fee: 28.00 State Documentary Fee:

Clerk: Kevin Strauch

Execution Version

00000RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Pivot Energy Inc. Attention: Title Department 1750 15th Street, Suite 400 Denver CO 80202

(Space above this line for Recorder's use only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT OF SOLAR LEASE ("Agreement") is made and entered on November 4, 2022 ("Effective Date"), by and between Pivot Energy Development Fund 1 LLC, a Colorado limited liability company whose address is 1750 15th Street, Suite 400, Denver CO 80202 ("Assignor"), and Pivot Solar 32 LLC, a Colorado limited liability company whose address is 1750 15th Street, Suite 400, Denver CO 80202 ("Assignee") (Assignor and Assignee may jointly be referred to herein as the "Parties" and each a "Party").

RECITALS

WHEREAS, TCA Microgrid Energy LLC ("TCA") and South Federal Partnership, LLP and William P. Vassil ("Owner") entered into that certain Solar Lease, dated as of December 16, 2019, and recorded on November 3, 2022, as Instrument No. 943542 in the offices of the Clerk of Recorder in Morgan County, CO (as amended, restated, supplemented or otherwise modified from time to time, the "Lease"), whereby TCA leased from Owner that certain piece of land for the development, collection, conversion, generation, transmission and distribution of solar energy;

WHEREAS, TCA assigned the Lease to Assignor via a Lease Assignment Agreement dated February 14, 2020, and recorded on November 4, 2022, as Instrument No. 943555 in the offices of the Clerk of Recorder in Morgan County, CO;

WHEREAS, Assignor wishes to assign all of its right, title, and interest in and to the Lease to Assignee, and Assignee wishes to assume all of Assignor's right, title, and interest in and to the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. Assignment. Effective as of the Effective Date, Assignor hereby assigns, conveys, grants and transfers the Lease to Assignee, including all of Assignor's right, title and interest in, to and under the Lease and any and all related rights and benefits arising under and pursuant to the Lease.

- 2. Assumption Effective as of the Effective Date, Assignce hereby accepts the foregoing assignment and agrees to assume all of Assignor's right, title and interest in, to and under the Lease, and agrees to perform, abide by, and be bound by all of the duties and obligations of Assignor arising after the Effective Date under the Lease.
- 3. Sole Responsibility. As of the date of this Agreement, Assignee shall be solely responsible to Owner for fulfillment of responsibilities under the Lease and shall be the sole lessee under the Lease.
- 4. No Representations. No representations or warranties are made regarding the Lease pursuant to this Agreement.

5. Miscellaneous.

- a. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of each Party and its successors and assigns.
- b. <u>Enforcement</u>. If any portion of this Agreement shall be determined to be invalid or unenforceable, it shall be modified rather than voided, if possible, in order to carry out the intent of this Agreement. In any event, the remainder of this Agreement shall be valid and enforceable to the fullest extent possible.
- c. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.
- d. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall together constitute one and the same instrument.
- e. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Colorado.

[signature pages follow]

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective

Date.	os have excented this Agreeme	ent as of the Enective
ASSIGNOR:		
PIVOT ENERGY DEVELOPMENT FUND a Colorado limited liability company	l LLC,	
Ву:		
Name: Tom Hunt		
Date: 11422		
STATE OF Colorado))ss. COUNTY OF Denver)		
On November 2022, before me, the use and State, personally appeared Ten Hook me on the basis of satisfactory evidence) to be the within instrument and acknowledged to me authorized capacity(ies), and that by his/her/the entity upon behalf of which the person(s)	personally known be the person(s) whose name(s) e that he/she/they executed the heir signature(s) on the instrum	to me (or proved to) is/are subscribed to same in his/her/their nent the person(s), or
WITNESS my hand and official seal.		
Notary Public Commission Expires: 3/21/2000	ELI OPPENHEIMER NOTARY PUBLIC - SYATE OF (NOTARY ID 20194011 MY COMMISSION EXPIRES MAI	170

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT

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

Date.		
ASSIGNEE:		
Pivot Solar 32 LLC, a Colorado limited liability company		
Ву:		
Name: Tom Hout		
Date: 11 4 22		
STATE OF Colorado))ss. COUNTY OF Denver)		
On <u>Marker</u> 2022, before me, the uncand State, personally appeared ————————————————————————————————————	personally knownee person(s) whose name(at he/she/they executed the signature(s) on the instru	n to me (or proved to s) is/are subscribed to e same in his/her/their ment the person(s), or
WITNESS my hand and official seal.	•	
El Ogoh- Notary Public Commission Expires: 3/21/2023	ELI OPPENHEIMER NOTARY PUBLIC - STATE OF COLOR NOTARY ID 20194011170 MY COMMISSION EXPIRES MAR 21,	ŀ

TECHNICAL

Property Taxes

Application Fee Receipt

Morgan County Treasurer Statement of Taxes Due

Account Number R004520 Assessed To Parcel 103734000002

VASSIL, WILLIAM P &
SOUTH FEDERAL PARTNERSHIP LLP
2429 S CHASE LN
LAKEWOOD, CO 80227-3902

Legal Description

Situs Address

S: 34 T: 4 R: 56 N1/2NW1/4 & E1/2SE1/4NW1/4 B716 P164

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$79.48	\$0.00	\$0.00	(\$79.48)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 03/31/	2023				\$0.00

Tax Billed at 2022 Rates for Tax Arca 220 - 220 - RE 2J

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4830000	\$16.76	GRAZING LAND	\$3,270	\$860
ROAD AND BRIDGE FUND	7.5000000	\$6,45	Total	\$3,270	\$860
SOCIAL SERVICES FUND	2.0000000	\$1.72	Total	03,2.0	4000
BRUSH RURAL FIRE DIST	3.5130000	\$3.02			
E MORGAN COUNTY HOSPITAL	4.5000000	\$3.87			
E MORGAN COUNTY LIBRARY	3,5000000	\$3.01			
LOWER S PLATTE WATER CD	1.0000000	\$0.86			
MORGAN CO QUALITY WATER	0.8240000	\$0.71			
NORTHERN COLO WATER CD	0000000.1	\$0.86			
RE 2-J BRUSH GENERAL FD	27.0400000	\$23.25			
RE 2-J BRUSH M/L OVRD	9.3120000	\$8.01			
RE 2-J BRUSH BOND RED	12.7470000	\$10.96			
Taxes Billed 2022	92.4190000	\$79,48			

Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

ROBERT A SAGEL, MORGAN COUNTY TREASURER 231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: morgancounty.colorado.gov

Morgan County Treasurer Statement of Taxes Due

Account Number R004520	Parcel 103734000002
Legal Description	Situs Address
S: 34 T: 4 R: 56 N1/2NW1/4 & E1/2SE1/4NW1/4 B716 P164	

Account: R004520 VASSIL, WILLIAM P & SOUTH FEDERAL PARTNERSHIP LLP 2429 S CHASE LN LAKEWOOD, CO 80227-3902

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$86.52	\$0.00	\$0.00	(\$86.52)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 08/22/2022					\$0.00

Tax Billed at 2021 Rates for Tax Area 220 - RE 2J

Tax Billed at 2021 Rates for Tax Affea 220 - 1	CD 23				
Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY GENERAL FUND	19.4720000	\$18.49	GRAZING LAND	\$3,270	\$950
ROAD AND BRIDGE FUND	7.5000000	\$7.13	Total	\$3,270	\$950
SOCIAL SERVICES FUND	2.0000000	\$1.90		Ψ3,270	0720
BRUSH RURAL FIRE DIST	3.4910000*	\$3.32			
E MORGAN COUNTY HOSPITAL	4.5000000	\$4.28			
E MORGAN COUNTY LIBRARY	3.5000000	\$3.33			
LOWER S PLATTE WATER CD	1.0000000	\$0.95			
MORGAN CO QUALITY WATER	0.8240000	\$0.78			
NORTHERN COLO WATER CD	1.0000000	\$0.95			
RE 2-J BRUSH GENERAL FD	27.0110000	\$25.66			
RE 2-J BRUSH M/L OVRD	8.9100000	\$8.47			
RE 2-J BRUSH BOND RED	11.8500000	\$11.26			
Taxes Billed 2021	91.0580000	\$86.52			
* Credit Levy					

Special taxing districts and the boundaries of such districts may be on file with the County Commissioners, County Clerk, or County Assessor. Unless specifically mentioned, this statement does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or manufactured homes.

ROBERT A SAGEL, MORGAN COUNTY TREASURER 231 Ensign St, PO Box 593, Fort Morgan, CO 80701

Phone: 970-542-3518, Fax: 970-542-3520, Email: esale@co.morgan.co.us

Website: morgancounty.colorado.gov

RECEIPT

Morgan County

231 Ensign, Fort Morgan, CO 80701

) 542-3526

SU2023-0007 | Special Use Permit



Receipt Number: 543769

February 9, 2023

Payment Amount:

\$5,000.00

Transaction Method

Credit Card

Payer

Pivot Energy

Cashier

Jenafer Santos

Reference Number

1016

Comments

Assessed Fee Items

Fee items being paid by this payment

Date	Fee Item	Account Code	Assessed	Amount Paid	Balance Due
J9/23	J9/23 Special Use - Manual		\$5,000.00	\$5,000.00	\$0.00
		Totals:	\$5,000.00	\$5,000.00	
				ious Payments g Balance Due	\$0.00 \$0.00

Permit Info

Property Address

Vacant Brush, CO 80723 **Property Owner**

William Vassil

Property Owner Address

2429 S Chase Lane Lakewood, CO 80227 Valuation

Description of Work

Solar facility not to exceed 10MWac in total size. To be completed in phased development

REFERRALS & RESPONSES

Landowner Letter / Landowner Letter Responses

Referral Letter / Referral Responses
Notifications

Public Comments or Concerns

Newspaper Notification

Applicant Sign Posting & Notarized Affidavit



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Century Link
Division of Wildlife
Brush Fire Department
Fort Morgan Fire Department
Kinder Morgan, Inc.
Morgan County Assessor
Morgan County Communications Center
Morgan County Quality Water

Morgan County Road & Bridge Morgan County Rural Electric Assoc. Morgan Soil Conservation District Morgan County Sheriff City of Brush CDOT Xcel Energy

FROM:

Cheryl Brindisi, Morgan County Planning & Zoning Technician

231 Ensign St, PO Box 596, Fort Morgan, CO 80701

970-542-3526 / 970-542-3509 fax / cbrindisi@co.morgan.co.us

DATE:

March 16, 2023

RE:

Land Use Application- Special Use Permit

The following Special Use Permit application will be heard by the Planning Commission on Monday, April 10, 2023 at 7:00 p.m. in the Assembly Room of the Morgan County Administrative Building, 231 Ensign Street, Fort Morgan, CO 80701 (Basement level; use elevator entrance in SW corner). You are welcome to attend and comment at this public meeting.

Applicant: Kyle Sundman/Pivot Energy
Landowners: William Vassil and The South Federal Partnership, LLP

Legal Description: A part of the NW¼ of Section 34, Township 4 North, Range 56 West of the 6th PM, Morgan County, Colorado.

<u>Request:</u> Pivot Energy has submitted a Special Use Permit Application to construct and operate approximately 10MWac solar energy generation facility. See attached site map.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents are also available on the Morgan County Website https://morgancounty.colorado.gov

Please offer any comments or concerns you may have about this application. Do not hesitate to contact me at any time if you have questions.

You are encouraged to provide comments to this application by March 30, 2023 or attend the Planning Commission meeting on Monday, April 10, 2023. (See Map Attached)

Sincerely,

Cheryl Brindisi

Morgan County Planning & Zoning Administrative Assistant





1123 West 3rd Avenue Denver, Colorado 80223 Telephone: 303.285.6612 violeta.ciocanu@xcelenergy.com

March 27, 2023

Morgan County Planning and Building Department 231 Ensign / PO Box 596 Fort Morgan, CO 80701

Attn: Cheryl Brindisi

Re: 10MW Solar Generation Facility

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the special permit use for construction and operation of a 10MW solar generation facility north of Brush, Colorado and has no particular concern provided that a minimum 10-foot radial clearance is maintained at all times from all overhead electric facilities including, but not limited to, construction activities and permanent structures.

Please be aware PSCo owns and operates existing natural gas and overhead electric distribution facilities along the north side of the said property. The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Violeta Ciocanu (Chokanu) Right of Way and Permits

Public Service Company of Colorado dba Xcel Energy

Office: 303-285-6612 - Email: violeta.ciocanu@xcelenergy.com



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

March 16, 2023

Re: William Vassil and The South Federal Partnership, LLP

Dear Neighboring Landowners:

Kyle Sundman/Pivot Energy as applicant and William Vassil and The South Federal Partnership, LLP as landowners have submitted an application to our office for a Use by Special Review Permit.

Legal Description: A part of the NW¼ of Section 34, Township 4 North, Range 56 West of the 6th PM, Morgan County, Colorado.

Request: Pivot Energy has submitted a Special Use Permit Application to construct and operate approximately 10MWac solar energy generation facility. See attached site map.

This application is scheduled to be heard by the Planning Commission on Monday, April 10, 2023 at 7:00 p.m. to be held in the Assembly Room of the Morgan County Administration Building, 231 Ensign St., (Basement Level) Fort Morgan, Colorado. Landowners within ¼ mile of the subject property are notified of the application and hearing date.

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents will also be available on the Morgan County Website https://morgancounty.colorado.gov

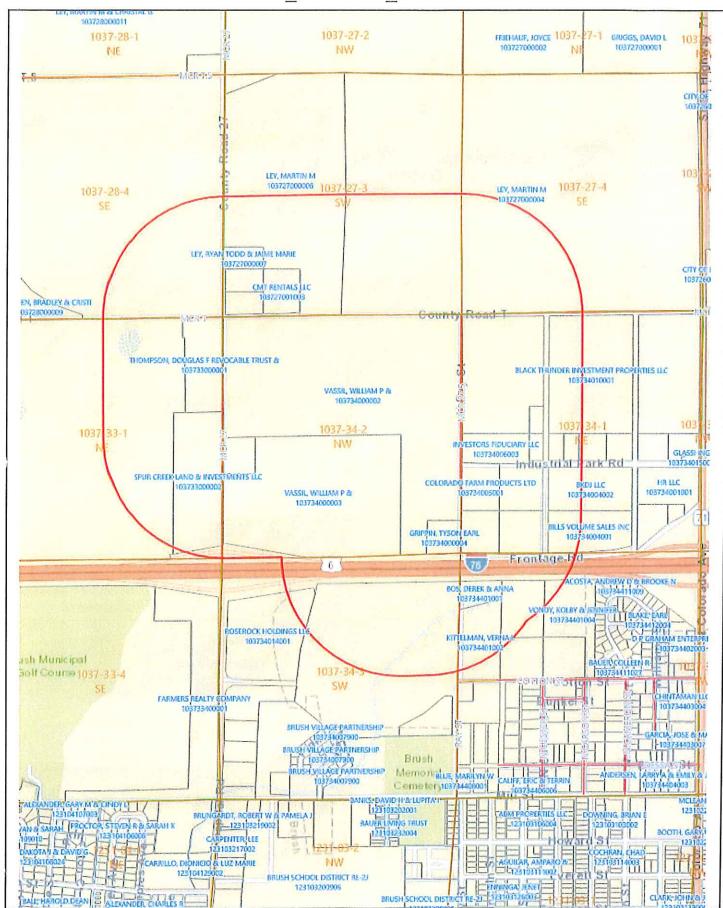
If you have any questions pertaining to this application or if you would like to review the file, either contact us at (970) 542-3526 or stop by our office prior to the hearing. You may attend the public hearing and provide comments on the application, or alternatively, if you are not able to attend you may submit written comments to our office no later than **noon on March 30, 2023.**

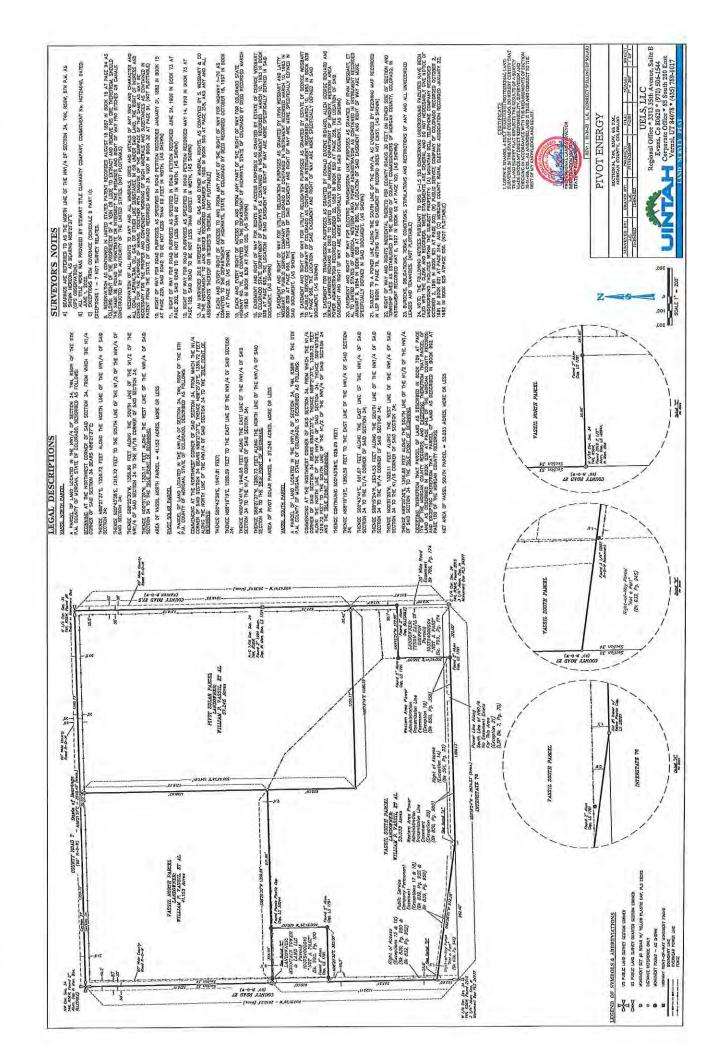
Sincerely,

Nicole Hay

Nicole Hay Planning Administrator

33-4-56 Pivot Solar SU2023-0007





VASSIL, WILLIAM P & SOUTH FEDERAL PARTNERSHIP LLP 2429 S CHASE LN LAKEWOOD, CO 802273902

BILLS VOLUME SALES INC P O BOX 277 CENTRAL CITY, NE 68826

FAIRBANK EQUIPMENT INC 3700 W JEWELL ST WICHITA, KS 67213

VONDY, KOLBY & JENNIFER 529 COTTON ST BRUSH, CO 80723

KITTELMAN, VERNA L 703 COTTON ST BRUSH, CO 80723

BOS, DEREK & ANNA P O BOX 84 BRUSH, CO 80723

SAMPLES FAMILY TRUST 19076 CO RD 27 BRUSH, CO 80723

BLACK THUNDER INVESTMENT PROPERTIES LLC 25945 CO RD T BRUSH, CO 80723

GRIPPIN, TYSON EARL 18563 CO RD 27.5 BRUSH, CO 80723

SPUR CREEK LAND & INVESTMENTS LLC 10983 HWY 6 MERINO, CO 80741 LEY, MARTIN M P O BOX 235 BRUSH, CO 80723

MARBLE FAMILY TRUST 2750 W RIVERWALK CIRCLE - UNIT D LITTLETON, CO 80123

MEININGER, SANDRA J & MELVIN G JR REVOCABLE TRUSTS 434 SAMPLES AVE BRUSH, CO 80723

THOMPSON, DOUGLAS F REVOCABLE TRUST & THOMPSON, GUY LIVING TRUST 214 CLAYTON ST BRUSH, CO 80723

COLORADO FARM PRODUCTS LTD 17601 HWY 34 FORT MORGAN, CO 80701

INVESTORS FIDUCIARY LLC 4400 N SCOTTSDALE RD STE 9-289 SCOTTSDALE, AZ 85251

TORMOHLEN FAMILY LIVING TRUST 27031 CO RD T BRUSH, CO 80723

LEY, RYAN TODD & JAIME MARIE 19100 CO RD 27 BRUSH, CO 80723

MORTENSEN, BRADLEY & CRISTI 26487 CO RD T BRUSH, CO 80723

BKDJ LLC P O BOX 275 HOT SULPHER SPRINGS, CO 80451 ROSEROCK HOLDINGS LLC 15 W 6TH ST - STE 2400 TULSA, OK 74119

MOUNTAIN TOWER & LAND LLC 1224 W PLATTE AVE FORT MORGAN, CO 80701

TRI-STATE GENERATION & TRANSMISSION ASSOCIATION P O BOX 33695 DENVER, CO 80233

BRUSH SCHOOL DISTRICT RE-2J 527 INDUSTRIAL PARK RD BRUSH, CO 80723

NORTHEASTERN COLORADO ASSOCIATION OF LOCAL GOVERNMENT 231 MAIN ST FORT MORGAN, CO 80701

NOTICE OF PUBLIC HEARING MORGAN COUNTY PLANNING COMMISSION APRIL 10, 2023 AT 7:00 P.M.

VIRTUAL AND IN PERSON IN THE ASSEMBLY ROOM, MORGAN COUNTY ADMINISTRATIVE BUILDING, 231 ENSIGN, FORT MORGAN, COLORADO

Notice is hereby given that on the date and time above (or as soon as possible following the scheduled time) and at the location above, or at such time and place as this hearing may be adjourned, the Morgan County Planning Commission will conduct public hearings on the following proposed Land Use Applications:

1.) Applicant: CMH Homes, Inc.

Landowner: CMH Homes, Inc.

Legal Description: Parcel in the NW1/4 of Section 10, Township 4 North, Range 58 West of the 6th P.M.,

Morgan County, Colorado.

Request: Minor Subdivision to plat approximately 41.82 acres into four lots.

Date of Application: January 26, 2023.

2.) Applicant: Kyle Sundman/Pivot Energy

Landowner: William Vassil and The South Federal Partnership, LLP

Legal Description: A part of the NW1/4 of Section 34, Township 4 North, Range 56 West of the 6th PM,

Morgan County, Colorado.

Request: Special Use Permit to construct and operate approximately 10MWac solar energy generation

facility.

Date of Application: February 3, 2023.

THE COUNTY WILL CONTINUE TO OFFER THE OPTION TO ATTEND MEETINGS REMOTELY. IF YOU HAVE ANY QUESTIONS REGARDING ATTENDING THE MEETING, PLEASE CONTACT THE PLANNING OFFICES AT 970-542-3526.

To participate remotely you may connect via Zoom at:

https://us02web.zoom.us/j/88290501549

Or Telephone:

Dial:

US: +1 719 359 4580 Webinar ID: 882 9050 1549

Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents will also be available on the Morgan County Website https://morgancounty.colorado.gov

At time of the meeting an opportunity will be given for presentation of evidence in support of or in opposition to the application.

Nicole Hay

Morgan County Planning Administrator

Published: March 25, 2023

The above sign was posted on (date) March 3, 2023 Morgan County Zoning Resolution by (name of applicant) Pivot	Energy—. Kyle Sundman
Project name and number: SUP - Pivot Solar 32 L Signature of Applicant/Representative: 10 (53)	1(
STATE OF COLORADO)) ss. COUNTY OF MORGAN)	
Signed before me this date: March 31, 2023 My Commission expires: 4/26/26 NOTARIZED BY: Min Wind Im	JULIA M FRIEDMAN Notary Public State of Colorado Notary ID # 20224016713 My Commission Expires 04-26-2026







