

PAWNEE SOLAR I

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FILE SUMMARY



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

**MORGAN COUNTY PLANNING COMMISSION
FILE SUMMARY**

March 17, 2023

Hearing date – March 27, 2023

**APPLICANTS: Pawnee Solar LLC and Pawnee Solar 2 LLC
OWNERS: Stephen and Joann Cecil**

These applications are for Special Use Permits for the activities described below. The applicants are requesting four special use permits: one for each of the solar collector facility and one for each of the BESS. The Planning Commission will conduct one public hearing for all four applications, but each application will require separate action by motion.

Pawnee I Solar Energy Collector Facility with a maximum power output of 250 MWac. The permitted area is located in part of Sections 14, 23, 26, and 35, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar LLC, proposes a solar collector facility within a 2,230 acre project area. The facility will consist of photovoltaic (PV) panels, inverters and associated transformers, underground electric collection lines and/or above ground cabling, access roads, a project substation, security fencing, and an operations and maintenance building. The applicant has also requested waivers of the setback requirements for several interior property lines and several rights-of-way along section lines.

Pawnee I Solar Battery Energy Storage System (BESS) with a maximum power output of 200 MWac. The permitted area is located in part of Section 14, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar LLC, proposes a BESS within a 16.5 acre project area. The BESS will be sited on a concrete pad. Vegetation within the footprint of the concrete pad and BESS will be removed as well as a buffer area sufficient to provide access for construction equipment. The area perimeter will be surrounded by an approximately 8 foot chain-link fence with three-strand barbed wire on top.

Pawnee II Solar Energy Collector Facility with a maximum power output of 250 MWac. The permitted area is located in part of Sections 13, 24, and 25, Township 2 North, Range 57 West; a part of Sections 30 and 31, Township 2 North, Range 56 West; a part of Section 6, township 1 North, Range 56 West; and a part of Section 1, Township 1 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar 2 LLC, proposes a solar collector facility within a 3,729 acre project area. The facility will consist of photovoltaic (PV) panels, inverters and associated transformers, underground electric collection lines and/or above ground cabling, access roads, a project substation, and security fencing. The applicant has also requested waivers of the setback requirements for several interior property lines and several rights-of-way along section lines.

Pawnee II Solar Battery Energy Storage System (BESS) with a maximum power output of 125 MWac. The permitted area is located in part of Section 13, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar 2 LLC, proposes a BESS within a 6.04 acre project area. The BESS will be sited on a concrete pad. Vegetation within the footprint of the concrete pad and BESS will be removed as well as a buffer area sufficient to provide access for construction equipment. The area perimeter will be surrounded by an approximately 8 foot chain-link fence with three-strand barbed wire on top.

In addition to the permit applications, packets for the Planning Commission hearing include referral responses from the Town of Wiggins, WAPA, and Xcel Energy.

The projects are proposing to interconnect into the to-be constructed Canal Crossing substation which was approved by Morgan County as part of the Power Pathway Project, under the 1041 regulations. 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 and each BESS complies with the requirements of the BESS 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 south central 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.

All four projects 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.

Chapter 5 - Environment

5.IX

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

All four projects will not impact wetlands, floodplain or drainage patterns. A desktop review and field assessment has been completed for the site to avoid adverse impacts on plant and wildlife species. These projects will encourage use of renewable resources and production of electric power.

- B. The application documents are complete and present a clear picture of how the use is to be arranged on the site.
- C. The Site Plan conforms to the district design standards of Section 2-420 and Section 4-820 of the Morgan County Zoning Regulations.
- D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvement, site plan requirements or other mitigation measures.
All four projects will result in minimal impacts to off-site areas. During construction and when necessary either water or dust control chemicals will be used for dust mitigation and will be addressed in the Road Agreement. Best management practices (BMP) will be implemented to protect newly established vegetation for Storm Water Management and Erosion Control.
- E. The special use proposed has been made compatible with the surrounding uses and is adequately buffered from any incompatible uses by distance and topography.
Buffering is not required as adjacent land uses are compatible
- F. The special use poses no or minimal risk to the public health, safety and welfare.
Granting the Special Use Permits will not increase risk to public health, safety or welfare.
- G. The special use proposed is not planned on a nonconforming parcel.
All four projects are located on conforming parcels.
- H. The applicant has adequately documented a public need for the project. The Applicant has submitted all pertinent technical information, has demonstrated that it has adequate financial resources to implement the project, and has paid all County fees and review costs.
The general purpose of all four projects is to maximize energy production from available solar resources to deliver renewable electricity to the bulk power transmission system to serve the needs of electric utilities and their customers.
- 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.
All four projects are expected to require a supply of water both during construction and operation phases. Potable water will be brought in and stored in above ground tanks and/or cisterns onsite. Any water for construction would be brought in via truck from an off-site location.

The following conditions are recommended for the special use permits:

1. Pawnee I Solar Collector Facility:

- a. Proof of lease between Pawnee Solar LLC and the property owners must be submitted to the Planning & Zoning Department prior to construction.
- b. 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.
- c. 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.
- d. Pawnee Solar LLC will comply with proposed decommissioning plan, any modifications/deviations from the proposed plan must be approved by the County. The County must be notified in writing when the Applicant commencing decommissioning.
- e. Any building greater than 120 sq. ft. will require a building permit.
- f. The substation and solar collector facility shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.
- g. Prior the commencement of construction, Pawnee Solar LLC will enter into a road use agreement for the use of any public road during construction which shall include the following:
 - i. A map showing which County roads will be used during construction.
 - ii. 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.
 - iii. 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.
 - iv. A requirement that the applicant to return any County roads to their pre-construction baseline condition.
 - v. 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 Pawnee Solar, LLC are not in default of any provision of the public improvements agreement. The County shall inspect the restored roads and Pawnee Solar 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. Pawnee Solar LLC shall be responsible for correcting or properly completing the restoration.

- vi. The residual fifteen percent (15%) retained by the County shall act as security for Pawnee Solar LLC's guarantee that the restoration remains free of defect during a two year warranty period. Pawnee Solar 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.
- h. Prior the commencement of construction on a segment, Pawnee Solar LLC must obtain all proper permissions from landowners to use private roads or develop access roads on any private property. No private access roads, new or currently in use, shall become public rights of way unless approved and accepted by the Board of County Commissioners.
- i. The County will require written notice for all staging or laydown areas, or other temporary areas for construction or repair activities ("Temporary Areas") utilized after final construction is completed. Pawnee Solar LLC must provide a map showing the Temporary Area by size (acreage and perimeter), a list of materials and equipment to be stored on the Temporary Areas, activities within the area (e.g., grading, storage, etc.), the length of time the temporary construction or staging or laydown areas will be in use and must notify the County at least thirty (30) days prior to the use of the temporary area. It shall be a condition of all equipment and materials must be removed from the Temporary Areas and the area returned to a condition similar to its condition prior to construction. No permanent structures may remain in the Temporary Areas unless approved by the County pursuant to the applicable Morgan County Zoning Regulations.
- j. The project area shall be reclaimed and/or reseeded as soon as practicable but no later than six months after Pawnee Solar LLC has completed construction, unless the County Planning Administrator grants an extension for demonstrated good cause.
- k. Construction occurring within ¼ quarter mile of any residence shall not commence earlier than 7 a.m.
- l. Pawnee Solar 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.
- m. Pawnee Solar LLC shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
- n. Pawnee Solar LLC shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice Pawnee Solar LLC for costs and fees and payment will be due by Pawnee Solar LLC within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.

2. Pawnee I Solar BESS Facility:

- a. Proof of lease between Pawnee Solar LLC and the property owners must be submitted to the Planning & Zoning Department prior to construction.
- b. 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.
- c. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the BESS facility and may include, but are not limited to, Electrical Diagram, final equipment specification sheet, contact information, maintenance plan, final drainage plan, decommissioning plan, emergency operation plan, and Liability Insurance Certificate.
- d. Pawnee Solar LLC will comply with proposed decommissioning plan, any modifications/deviations from the proposed plan must be approved by the County. The County must be notified in writing when the Applicant commencing decommissioning.
- e. Any building greater than 120 sq. ft. will require a building permit.
- f. The BESS shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.
- g. Prior the commencement of construction, Pawnee Solar LLC must obtain all proper permissions from landowners to use private roads or develop access roads on any private property. No private access roads, new or currently in use, shall become public rights of way unless approved and accepted by the Board of County Commissioners. The County may require that the road use agreement for the solar collector facility govern any road impacts related to the construction of the BESS or require a separate road use agreement.
- h. The County will require written notice for all staging or laydown areas, or other temporary areas for construction or repair activities ("Temporary Areas") utilized after final construction is completed. Pawnee Solar LLC must provide a map showing the Temporary Area by size (acreage and perimeter), a list of materials and equipment to be stored on the Temporary Areas, activities within the area (e.g., grading, storage, etc.), the length of time the temporary construction or staging or laydown areas will be in use and must notify the County at least thirty (30) days prior to the use of the temporary area. It shall be a condition of all equipment and materials must be removed from the Temporary Areas and the area returned to a condition similar to its condition prior to construction. No permanent structures may remain in the Temporary Areas unless approved by the County pursuant to the applicable Morgan County Zoning Regulations.
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- j. Construction occurring within ¼ quarter mile of any residence shall not commence earlier than 7 a.m.

- k. Pawnee Solar 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.
- l. Pawnee Solar LLC shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
- m. Pawnee Solar LLC shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice Pawnee Solar LLC for costs and fees and payment will be due by Pawnee Solar LLC within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.

3. Pawnee II Solar Collector Facility:

- a. Proof of lease between Pawnee Solar 2 LLC and the property owners must be submitted to the Planning & Zoning Department prior to construction.
- b. 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.
- c. 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.
- d. Pawnee Solar 2 LLC will comply with proposed decommissioning plan, any modifications/deviations from the proposed plan must be approved by the County. The County must be notified in writing when the Applicant commencing decommissioning.
- e. Any building greater than 120 sq. ft. will require a building permit.
- f. The substation and solar collector facility shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.
- g. Prior the commencement of construction, Pawnee Solar 2 LLC will enter into a road use agreement for the use of any public road during construction which shall include the following:
 - i. A map showing which County roads will be used during construction.
 - ii. 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.

- iii. 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.
- iv. A requirement that the applicant to return any County roads to their pre-construction baseline condition.
- v. 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 Pawnee Solar 2 LLC are not in default of any provision of the public improvements agreement. The County shall inspect the restored roads and Pawnee Solar 2 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. Pawnee Solar 2 LLC shall be responsible for correcting or properly completing the restoration.
- vi. The residual fifteen percent (15%) retained by the County shall act as security for Pawnee Solar 2 LLC's guarantee that the restoration remains free of defect during a two year warranty period. Pawnee Solar 2 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.
- h. Prior the commencement of construction on a segment, Pawnee Solar 2 LLC must obtain all proper permissions from landowners to use private roads or develop access roads on any private property. No private access roads, new or currently in use, shall become public rights of way unless approved and accepted by the Board of County Commissioners.
- i. The County will require written notice for all staging or laydown areas, or other temporary areas for construction or repair activities ("Temporary Areas") utilized after final construction is completed. Pawnee Solar 2 LLC must provide a map showing the Temporary Area by size (acreage and perimeter), a list of materials and equipment to be stored on the Temporary Areas, activities within the area (e.g., grading, storage, etc.), the length of time the temporary construction or staging or laydown areas will be in use and must notify the County at least thirty (30) days prior to the use of the temporary area. It shall be a condition of all equipment and materials must be removed from the Temporary Areas and the area returned to a condition similar to its condition prior to construction. No permanent structures may remain in the Temporary Areas unless approved by the County pursuant to the applicable Morgan County Zoning Regulations.
- j. The project area shall be reclaimed and/or reseeded as soon as practicable but no later than six months after Pawnee Solar 2 LLC has completed construction, unless the County Planning Administrator grants an extension for demonstrated good cause.
- k. Construction occurring within ¼ quarter mile of any residence shall not commence earlier than 7 a.m.
- l. Pawnee Solar 2 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.

- m. Pawnee Solar 2 LLC shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
- n. Pawnee Solar 2 LLC shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice Pawnee Solar LLC for costs and fees and payment will be due by Pawnee Solar 2 LLC within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.

4. Pawnee II Solar BESS Facility:

- a. Proof of lease between Pawnee Solar 2 LLC and the property owners must be submitted to the Planning & Zoning Department prior to construction.
- b. 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.
- c. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the BESS facility and may include, but are not limited to, Electrical Diagram, final equipment specification sheet, contact information, maintenance plan, final drainage plan, decommissioning plan, emergency operation plan, and Liability Insurance Certificate.
- d. Pawnee Solar 2 LLC will comply with proposed decommissioning plan, any modifications/deviations from the proposed plan must be approved by the County. The County must be notified in writing when the Applicant commencing decommissioning.
- e. Any building greater than 120 sq. ft. will require a building permit.
- f. The BESS shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.
- g. Prior the commencement of construction, Pawnee Solar 2 LLC must obtain all proper permissions from landowners to use private roads or develop access roads on any private property. No private access roads, new or currently in use, shall become public rights of way unless approved and accepted by the Board of County Commissioners. The County may require that the road use agreement for the solar collector facility govern any road impacts related to the construction of the BESS or require a separate road use agreement.
- h. The County will require written notice for all staging or laydown areas, or other temporary areas for construction or repair activities ("Temporary Areas") utilized after final construction is completed. Pawnee Solar 2 LLC must provide a map showing the Temporary Area by size (acreage and perimeter), a list of materials and equipment to be stored on the Temporary Areas, activities within the area (e.g., grading, storage, etc.), the length of time the temporary construction or staging or laydown areas will be in use and must notify the County at least thirty (30) days prior to the use of the temporary area. It shall be a condition of all equipment

and materials must be removed from the Temporary Areas and the area returned to a condition similar to its condition prior to construction. No permanent structures may remain in the Temporary Areas unless approved by the County pursuant to the applicable Morgan County Zoning Regulations.

- i. The project area shall be reclaimed and/or reseeded as soon as practicable but no later than six months after Pawnee Solar 2 LLC has completed construction, unless the County Planning Administrator grants an extension for demonstrated good cause.
- j. Construction occurring within ¼ quarter mile of any residence shall not commence earlier than 7 a.m.
- k. Pawnee Solar 2 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.
- l. Pawnee Solar 2 LLC shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
- m. Pawnee Solar 2 LLC shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice Pawnee Solar LLC for costs and fees and payment will be due by Pawnee Solar 2 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

ADDITIONAL APPLICATION INFORMATION

- Title Commitment
- Mineral Right's Certification



Stewart Title Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 752-6470
Fax:

Date: May 19, 2022
File Number: 1645652
Property Address: 0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
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0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
0 Vacant Land, CO
Buyer/Borrower: To Be Determined

Please direct all Title inquiries to:

Emily Rank
Phone: (303) 696-4980
Fax:
Email Address: coloradotitleofficers@stewart.com

Revision Number: C-3 - Added Parcel 18

To Be Determined
Delivery Method: Emailed

Stephen Cecil
Joann M. Cecil
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE

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

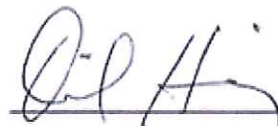
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective 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 Policy Amount and the name of the Proposed Insured.

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


Authorized Countersignature
Stewart Title Company
55 Madison Street, Suite 400
Denver, CO 80206




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2016 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.: 1645652

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability 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.

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File No.: 1645652

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3

AMERICAN
LAND TITLE
ASSOCIATION



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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ALTA Commitment For Title Insurance 8-1-16

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ISSUED BY
STEWART TITLE GUARANTY COMPANY

Issuing Agent:	Stewart Title Company
Issuing Office:	55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	1645652
Issuing Office File Number:	1645652
Property Address:	0 Vacant Land, CO

Property Address:	0 Vacant Land, CO
	0 Vacant Land, CO
	0 Vacant Land, CO
	0 Vacant Land, CO
	0 Vacant Land, CO
	0 Vacant Land, CO
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	0 Vacant Land, CO
	0 Vacant Land, CO
Revision Number:	C-3 - Added Parcel 18

2. Policy to be issued:

(a) ALTA Owner's Proposed Insured:	None
------------------------------------	------

3. The estate or interest in the Land described or referred to in this Commitment is:

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

5. The Land is described as follows:

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Commitment for Title Purposes	\$500.00
Add'l Parcel Charges \$150 X 16	\$2,400.00
Total	\$2,900.00

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1645652

PARCEL 1:

All of Section 26, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R010920
APN No.: 1291-260-00-001

PARCEL 2:

All of Section 35, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R010922
APN No.: 1291-350-00-001

PARCEL 3:

All of Section 25, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R010919
APN No.: 1291-250-00-001

PARCEL 4:

All Section 13, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R010914
APN No.: 1291-130-00-001

PARCEL 5:

All Section 14, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.
Account No.: R010915
APN No.: 1291-140-00-001

PARCEL 6:

All of Section 30, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R011121
APN No.: 1289-300-00-001

PARCEL 6:

All of Section 31, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R003164
APN No.: 1289-310-00-001

PARCEL 8:

All of Section 24, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R010917
APN No.: 1291-240-00-001

PARCEL 9:

The N1/2 of Section 23, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.
Account No.: R802771
APN No.: 1291-230-00-900

PARCEL 10:

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

**ISSUED BY
STEWART TITLE GUARANTY COMPANY**

Lots 1,2,3 and 4, E1/2W1/2 (aka All of W1/2), S1/2NE1/4, SE1/4 of Section 19, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

Account No.: R003159

APN No.: 1289-190-00-002

PARCEL 11:

The S1/2NW1/2 and S1/2 of Section 20, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

Account No.: R003160

APN No.: 1289-200-00-002

PARCEL 12:

Lots 3 and 4, E1/2SW1/4 (aka All of SW1/4) of Section 18, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado

Account No.: R003158

APN No.: 1289-180-00-002

PARCEL 13:

The W1/2 and the W1/2E1/2 of Section 32, Township 2 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

Account No.: R003165

APN No.: 1289-320-00-002

PARCEL 14:

E1/2 of Section 1, Township 1 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

Account No.: R011094

APN No.: 1489-010-00-001

PARCEL 15:

All of Section 6, Township 1 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

Account No.: R002947

APN No.: 1491-040-00-002

PARCEL 16:

All of Section 5, Township 1 North, Range 56 West of the 6th P.M., Morgan County, Colorado.

Account No.: R002946

APN No.: 1491-050-00-0012

PARCEL 17:

The W1/2W1/2 Section 4, Township 1 North, Range 56 west of the 6th P.M., Morgan County, Colorado.

Account No.: R002945

APN No.: 1491-060-00-001

PARCEL 18

The S1/2 of Section 23, Township 2 North, Range 57 West of the 6th P.M., Morgan County, Colorado.

Account No.: R010916

APN No.: 1291-230-00-001

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ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

For Informational Purposes Only: 0 Vacant Land, CO
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APN: R010920, 1291-260-00-001, R010922, 1291-350-00-001, R010919, 1291-250-00-001, R010914, 1291-130-00-001, R010915, 1291-140-00-001, R011121, 1289-300-00-001, R003164, 1289-310-00-001, R010917, 1291-240-00-001, R802771, 1291-230-00-900, R003160, 1289-200-00-002, R003159, 1289-190-00-002, R003158, 1289-180-00-002, R003165, 1289-320-00-002, R011094, 1489-010-00-001, R002947, 1491-060-00-001, R002946, 1491-050-00-001, R002945, 1491-040-00-002, R010916, 1291-230-00-001

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1645652

Requirements

All of the following Requirements must be met:

Title Vesting for all Parcels except Parcel No. 9:

Special Warranty Deed recorded May 24, 2012 [as Reception No. 875948](#).

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1645652

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.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
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.
5. 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) 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) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded March 15, 1929 [in Book 266 at Page 288 as Reception No. 184903](#), reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and 2) rights of way for ditches and canals constructed under the authority of the United States. Effects parcel 4
10. Easement reserved by Huey Ranch Company, as more fully set forth in Exhibit C of the Special Warranty Deed recorded May 24, 2012 [at Reception No. 875948](#). Effects parcel 4
11. Reservation of one half oil, gas, or other minerals as set forth in Warranty Deed recorded May 5, 1948 [in Book 452 at Page 154 at Reception No. 338365](#) and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest. Effects Parcel 16

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

12. Reservation of one half oil, gas, or other minerals as set forth in Warranty Deed recorded October 20, 1948 [in Book 455 at Page 275 as Reception No. 342025](#), and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest. Effects Parcel 8
13. Reservation of one half oil, gas, or other minerals as set forth in Warranty Deed recorded February 28, 1956 [in Book 567 at Page 301 as Reception No. 420650](#), and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest. Effects Parcel 8
14. Reservation of all oil, gas, or other minerals as set forth in Warranty Deed recorded October 16, 1975 [in Book 754 at Page 901 as Reception No. 598518](#), and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest. Effects parcel 6, 7, 15, 16
15. Reservation of oil, gas, or other minerals as set forth in Special Warranty Deed recorded May 24, 2012 [at Reception No. 875948](#), and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest. Effects all parcels
16. Reservation of oil, gas, or other minerals as set forth in instrument recorded December 29, 2017 [at Reception No. 909638](#), and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest. Effects Parcel 14, 15, 16, 17
17. Easement granted by Roadway Easement recorded August as more fully set forth in the document recorded August 23, 1977 [in Book 774 at Page 351 as Reception No. 615539](#). Effects parcel 11
18. Right of Way Contract recorded August 23, 1977 [in Book 774 at Page 353 as Reception No. 615540](#). Effects parcel 11
19. Terms and provisions of Oil and Gas Lease recorded November 29, 1929 [in Book 271 at Page 339 as Reception No. 191542](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcel 14
20. Terms and provisions of Oil and Gas Lease recorded April 3, 1954 [in Book 532 at Page 171 as Reception No. 397418](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcel 3, 8, 12, 13
21. Terms and provisions of Oil and Gas Lease recorded December 23, 1929 [in Book 272 at Page 123 as Reception No. 192258](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcels 1, 3, 4, 18
22. Terms and provisions of Oil and Gas Lease recorded December 10, 1930 [in Book 299 at Page 21 as Reception No. 201646](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcel 11

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

23. Terms and provisions of Oil and Gas Lease recorded December 10, 1930 [in Book 299 at Page 23 as Reception No. 204647](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcel 13
24. Terms and provisions of Oil and Gas Lease recorded December 10, 1930 [in Book 299 at Page 27 at Reception No. 201649](#). And any related documents thereto. Commitment for Title Purposes Only. Parcels 10, 11, 12
25. Terms and provisions of Oil and Gas Lease recorded November 27, 1939 [in Book 271 at Page 339 as Reception No. 191542](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcel 4
26. Terms and provisions of Oil and Gas Lease recorded August 10, 1945 [in Book 462 at Page 221 at Reception No. 348968](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcel 8
27. Terms and provisions of Oil and Gas Lease recorded January 11, 1957 [in Book 583 at Page 256 as Reception No. 430217](#). And any related documents thereto. Commitment for Title Purposes Only. Effects parcel 11
28. Right of Way granted by instrument recorded May 7, 1957 in [Book 586 at Page 169 as Reception No. 433738](#). Effects parcel 11
29. Right of Way Agreement granted by instrument recorded June 29, 1962 [in Book 649 at Page 2447 as Reception No. 493531](#). Effects parcel 10, 14
30. Terms, conditions, and provisions contained in Easement granted to Public Service Company of Colorado recorded September 5, 1979 [in Book 796 at Page 320 as Reception No. 635542](#). Effects parcel 1, 2, 4, 8, 9, 15, 18
31. Terms, conditions, and provisions contained in Easement Agreement recorded November 4, 1991 [in Book 937 at Page 464 as Reception No. 727494](#). Effects parcel 11
32. Terms, conditions, and provisions contained in Electric Transmission Line Easement granted to Public Service Company of Colorado recorded June 3, 2010 [as Reception No. 861737](#). Effects parcel 1, 2, 4, 8, 9, 15, 18
33. Mineral Deed recorded January 2, 1951 [in Book 484 at Page 282 at Reception No. 363931](#). Effects parcel 1, 13
34. Mineral Deed recorded April 18, 1931 [in Book 304 at Page 231 as Reception No. 205567](#). Effects parcel 16
35. Mineral Deed recorded February 24, 1950 [in Book 468 at Page 178 at Reception No. 354468](#). Effects parcel 4
36. Mineral Deed recorded February 24, 1950 [in Book 477 at Page 104 at Reception No. 360104](#). Effects parcel 8
37. Mineral Deed recorded August 29, 1931 [in Book 307 at Page 266 as Reception No. 209299](#). Effects parcel 4

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

38. Mineral Deed recorded July 16, 1949 [in Book 461 at Page 243 as Reception No. 348289](#). Effects Parcels 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18
39. Mineral Deed recorded May 24, 2012 [at Reception No. 875949](#). Effects all Parcels
40. Mineral Deed recorded September 17, 1953 [in Book 520 at Page 275 as Reception No. 390214](#). Effects Parcels 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18
41. Mineral Deed recorded June 2, 1955 [in Book 552 at Page 264 as Reception No. 411577](#). Effects Parcels 1
42. Mineral Deed recorded September 17, 1953 [in Book 520 at Page 276 as Reception No. 390215](#). Effects Parcels 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18
43. Mineral Deed recorded January 15, 1954 [in Book 524 at Page 236 as Reception No. 393581](#). Effects Parcels 1, 13
44. Mineral Deed recorded February 14, 1989 [in Book 910 at Page 41 as Reception No. 712768](#). Effects Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18
45. Mineral Deed recorded June 2, 1955 [in Book 552 at Page 265 as Reception No. 411578](#). Effects Parcels 1
46. Quit Claim Deed all interest in oil, gas and others minerals recorded December 12, 2011 [at Reception No. 872775](#). Effects Parcels. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18. Correction Deed recorded March 5, 2012 [at Reception No. 874352](#). Additional Quit Claim Deed recorded March 5, 2012 [at Reception No. 874355](#).
47. Bargain and Sale Deed all interest in oil, gas and others minerals recorded December 13, 2012 [at Reception No. 879409](#). Effects Parcels. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18
48. Pipeline Easement and Right-of-Way granted to Blue Grama Land Corporation, as more fully set forth in the document recorded May 15, 2015 [at Reception No. 893493](#). Effects parcel 14
49. Pipeline Easement and Right-of-Way granted to Blue Grama Land Corporation, as more fully set forth in the document recorded May 15, 2015 [at Reception No. 893494](#). Effects parcel 15
50. Personal Representative's Deed of Distribution all interest in oil, gas and others minerals recorded May 7, 2007 [at Reception No. 875593](#). Effects Parcels. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18
51. Reservation of a Road Easement as contained in Special Warranty Deed recorded May 24, 2012 [at Reception No. 875948](#), Effects Parcel 4
52. Easement granted to Morgan County, Colorado, as more fully set forth in the document recorded December 7, 1956 [in Book 582 at Page 166 as Reception No. 429368](#). 4, 5, 6, 8, 10, 11, 18
53. Rights of Ingress and Egress as granted to Adams Drilling Company by instrument recorded September 6, 1950 [in Book 480 at Page 92 at Reception No. 360621](#). Effects parcel 3

This page is only a part of a 2016 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.: 1645652

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 10 of 11

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

54. Terms, conditions, obligations, stipulations, and provisions contained in the Agreement recorded May 19, 1955 [in Book 551 at Page 480 as Reception No. 411048](#). Effects Parcel 5
55. Terms, conditions, obligations, stipulations, and provisions contained in the Agreement recorded May 19, 1955 [in Book 551 at Page 487 as Reception No. 411051](#). Effects Parcel 10
56. Terms, conditions, obligations, stipulations, and provisions contained in the Grant of Easement and Exclusive Right to Negotiate Agreement recorded January 8, 2008 [at Reception no. 847113](#) and rerecorded February 12, 2008 [at Reception No. 847669](#). Acknowledgement of Termination of Grant of Easement and Exclusive Right to Negotiate Agreement recorded December 10, 2012 [at Reception No. 879334](#). Effects all Parcels
57. Agreement, including terms and conditions thereof as recorded March 30, 1938 [in Book 360 at Page 449 as Reception No. 261628](#). Effects pacels, 4, 3, 10, 11, 12, 18
58. Affidavit of Non-production recorded May 24, 2012 [at Reception No. 875950](#). Effects Parcels. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18

This page is only a part of a 2016 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.: 1645652

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 11 of 11

February 22, 2023

Morgan County Planning & Building Dept
Attn: Nicole Hay
231 Ensign St
Fort Morgan, CO 80701

Dear Ms. Hay,

Pursuant to Colorado State Statute 24-65.5-103, Pawnee Solar, LLC hereby certifies that it has sent to the mineral owners via certified mail return receipt, notice of the Application for Development of the Pawnee I Solar Project. A list of the names and addresses for each mineral owner is listed below.

Mineral Owner	Address	City
Estate of Bernice Rowena Turner, Deceased	1236 E 17th	Long Beach, CA 90813
Estate of Dorothy Mildred Wingartner, Deceased c/o Danny Lee Bunczewski	1515 Bridgewood Dr Unit 2	Florence, SC 29501
Estate of Ida Mae McClimans, Deceased	759 12th St	Windom, MN 56101
Estate of Roberta Eleanor McCulley, c/o Betty Ludewig and Mara Wilde	759 12th St	Windom, MN 56101
Estate of Walter Earl Anderson, Deceased	1722 Jackson St.	Santa Clara, CA 95050
The United States of America Colorado Bureau of Land Management	2850 Youngfield Street	Lakewood, CO 80215
Frances F. Huey Trust, c/o Bruce Huey, Trustee	615 E. Bijou Avenue	Fort Morgan, CO 80701
J. Dennis and Doris L. Zweifel Trust dated October 12, 1990, David D. Zweifel Trustee	6572 Moore Street	Arvada, CO 80004
Millard I. Huey Trust, c/o Bruce Huey, Trustee	615 E. Bijou Avenue	Fort Morgan, CO 80701
The Estate of Georgia Lou Seward, deceased, c/o Karen J. Seward	39101 County Road E	Yuma, CO 80759
The Estate of Millicent H. Pletcher, deceased, c/o Robert Huey Pletcher	4530 Saulsbury Street	Wheatridge, CO 80033
The Estate of Robert Lee Seward, aka Robert L. Seward, aka Robert Seward, aka Bob Seward, deceased, c/o Karen J. Seward	39101 County Road E	Yuma, CO 80759

The Heirs and Assigns of Florence K. Strauss	3074 Jerves St	Toledo, OH 43609
--	----------------	------------------

If you have any questions regarding this matter, please contact me at (720) 296-3275 or contact Adam Furman, Senior Permitting Manager at (714) 814-7845.

Respectfully,

Anita Munkres

Anita Munkres
Real Estate Manager

TECHNICAL & MISCELLANEOUS

- CPW's Comments
- Emergency Response Plan



COLORADO

Parks and Wildlife

Department of Natural Resources

Northeast Regional Office
6060 Broadway
Denver, CO 80216
P 303.291.7227

December 21, 2022

Mr. Malcom Pious
Project Manager
AES Clean Energy
malcom.pious@aes.com

RE: CPW's Comments on the Proposed Pawnee Solar Project, unincorporated Morgan County (portions of T2N-R57W, T2N-R56W, T1N-R57W, and T1N-R56W).

Dear Mr. Pious,

Thank you for the opportunity for Colorado Parks and Wildlife (CPW) to comment on the proposed AES Pawnee Solar Project (Solar Project). This proposed photovoltaic Solar Project is located approximately eight miles southeast of the City of Fort Morgan, and approximately six miles southwest of Brush Prairie Ponds State Wildlife Area (SWA). It is our understanding that this Solar Project combines two solar arrays: Pawnee I is approximately 2,200 acres and 250 alternating current (MWac) while Pawnee II is roughly 2,000 acres and 250 MWac. Together, these arrays occupy at most 6,715 acres to produce 500 MWac. CPW also understands that there will not be a new transmission line since this project is located directly adjacent to Xcel's proposed Canal Crossing Substation, which is part of Xcel's proposed Power Pathway Project¹. CPW further understands that this consultation is a component of the eventual Morgan County permitting process in December 2022, and this Solar Project is currently slated to begin construction in early 2024 with a Commercial Operation Date (COD) of late 2025 to early 2026.

CPW appreciates that AES has initiated early consultation with CPW because it can lead to a responsibly-developed project that works toward achieving state solar goals² while protecting sensitive wildlife species, habitats, and time frames. We recognize renewable energy development is important to meeting the State's greenhouse gas reduction goals and improving our climate resiliency.

The mission of CPW is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. CPW has a statutory responsibility to manage all wildlife species

¹ <https://www.coloradospowerpathway.com/>

² <https://energyoffice.colorado.gov/climate-energy/ghg-pollution-reduction-roadmap>

Heather Dugan, Acting Director, Colorado Parks and Wildlife

Parks and Wildlife Commission: Carrie Besnette Hauser, Chair • Dallas May, Vice-Chair • Marie Haskett, Secretary • Taishya Adams
Karen Bailey • Betsy Blecha • Gabriel Otero • Duke Phillips, IV • Richard Reading • James Jay Tutchton • Eden Vardy



in Colorado; as such we encourage protection for Colorado's wildlife species and habitats through responsible energy development and land use planning. One way we achieve this goal is by responding to referral comment requests, as is the case for this project. CPW encourages developers to afford the highest level of protection to Colorado's High Priority Habitats (HPHs). HPHs are defined as sensitive wildlife habitats where CPW has sound spatial data³ and scientifically-backed best management practice recommendations to help developers with the siting process to minimize any impacts.

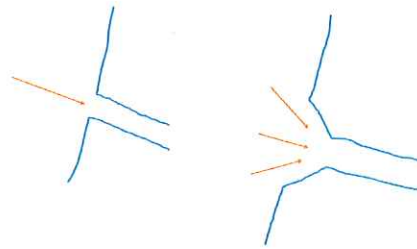
RECOMMENDATIONS FOR THIS PROJECT

CPW appreciates that this Solar Project is sited entirely outside of HPHs. However, there could be unmapped Greater Prairie Chicken and/or Plains Sharp-tailed Grouse leks and production areas within this project boundary, due to limited CPW access to complete the surveys. Therefore, CPW recommends pre-construction surveys (we can help) for these two species in spring of 2023, and to share the results with us so we can discuss if any adjustments could be made to any of the proposed solar arrays to minimize their impacts on these species.

Therefore, CPW encourages the following recommendations for this Solar Project to avoid and minimize their impact on these likely occurring wildlife species:

- Big Game Movement Corridors
 - CPW appreciates our recent conversations that focused on incorporating movement corridors in the final site plans. As discussed, CPW recommends that a few big game movement corridors are established through (e.g., north-south and east-west) and around the Solar Project area by using creative siting solutions without compromising MWs.
 - More specifically, please pull back the northeastern edges to the extent possible, to maximize the big game movement corridor with an adjacent large development.
 - Existing and proposed transmission line corridors associated with other entities could have double purposes for a transmission right-of-way, plus being expanded for a wide and straight big game movement corridor. Note, 250 feet should be considered the bare minimum width, and the longer the proposed corridor, the wider the corridor should be.
 - Furthermore, corridor entrances should not be 90-degree angles, but more of an inviting funnel as shown below in the right image.

³ <https://www.arcgis.com/home/item.html?id=190573c5aba643a0bc058e6f7f0510b7>



- Pre-construction Nesting Surveys
 - Please complete pre-construction nesting surveys for the following species and send us the results prior to construction:
 - Greater Prairie Chickens and Plains Sharp-tailed Grouse during Spring 2023 (two springs prior to construction but still allow enough time for any siting changes). If observed, the avoidance season⁴ for construction is March 1 to June 30.
 - Tree and ground-nesting raptors⁵ - if construction begins between December 1 to July 15 (depending on the species observed).
 - Migratory songbirds - if construction begins between April 1 to August 31.
- Fencing
 - Minimize fencing to the maximum extent practicable, and use wildlife-friendly fencing⁶ as much as possible.
 - For specific wildlife exclusion fencing specifications around the Solar Project, CPW recommends that any installed fencing should be eight feet in height, have round-capped posts (e.g., so wildlife isn't impaled), smooth top wire to the fence (e.g., no top barbed wire) (or if two top strands are needed, ensure they are at least six inches apart). The bottom wire can be barbed but should be four inches or less from the ground.
 - Also, CPW recommends that other non-security fencing in the immediate vicinity is removed to the extent practicable and with landowner consent.
 - CPW recommends that the solar facility is checked weekly (or escape structures are installed inside the fenced area) to allow deer to escape if one becomes trapped within the facility.
- General habitat recommendations
 - Avoid development near mapped streams and wetlands.
 - Develop a noxious weed management plan prior to construction and regularly implement it so noxious weeds do not spread to adjacent habitats.
 - Please use CPW's restoration seed mix for sandy soils in pronghorn HPH (with landowner permission) (we can email it to you separately if desired).

⁴ https://cpw.state.co.us/Documents/Conservation-Resources/Energy-Mining/CPW_HPH-Map-Layers.pdf

⁵ <https://cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/Raptor-Buffer-Guidelines.pdf>

⁶ <https://cpw.state.co.us/Documents/LandWater/PrivateLandPrograms/FencingWithWildlifeInMind.pdf>

- CPW requests that security lighting is kept to a minimum, and ideally, motion sensor lights are installed.

CPW appreciates the opportunity to review this project and provide comments and recommendations to avoid and minimize impacts on wildlife resources. If the timing or scope of this project changes and/or if you have any questions, please contact Brandon Marette (Northeast Region Energy Liaison) at 303-291-7327 or brandon.marette@state.co.us.

Sincerely,



Mark Leslie
Northeast Regional Manager

cc: AES Clean Energy

- Page Bolin (Development Manager)

WEST, Inc.

- Elizabeth Baumgartner (Consulting Biologist)

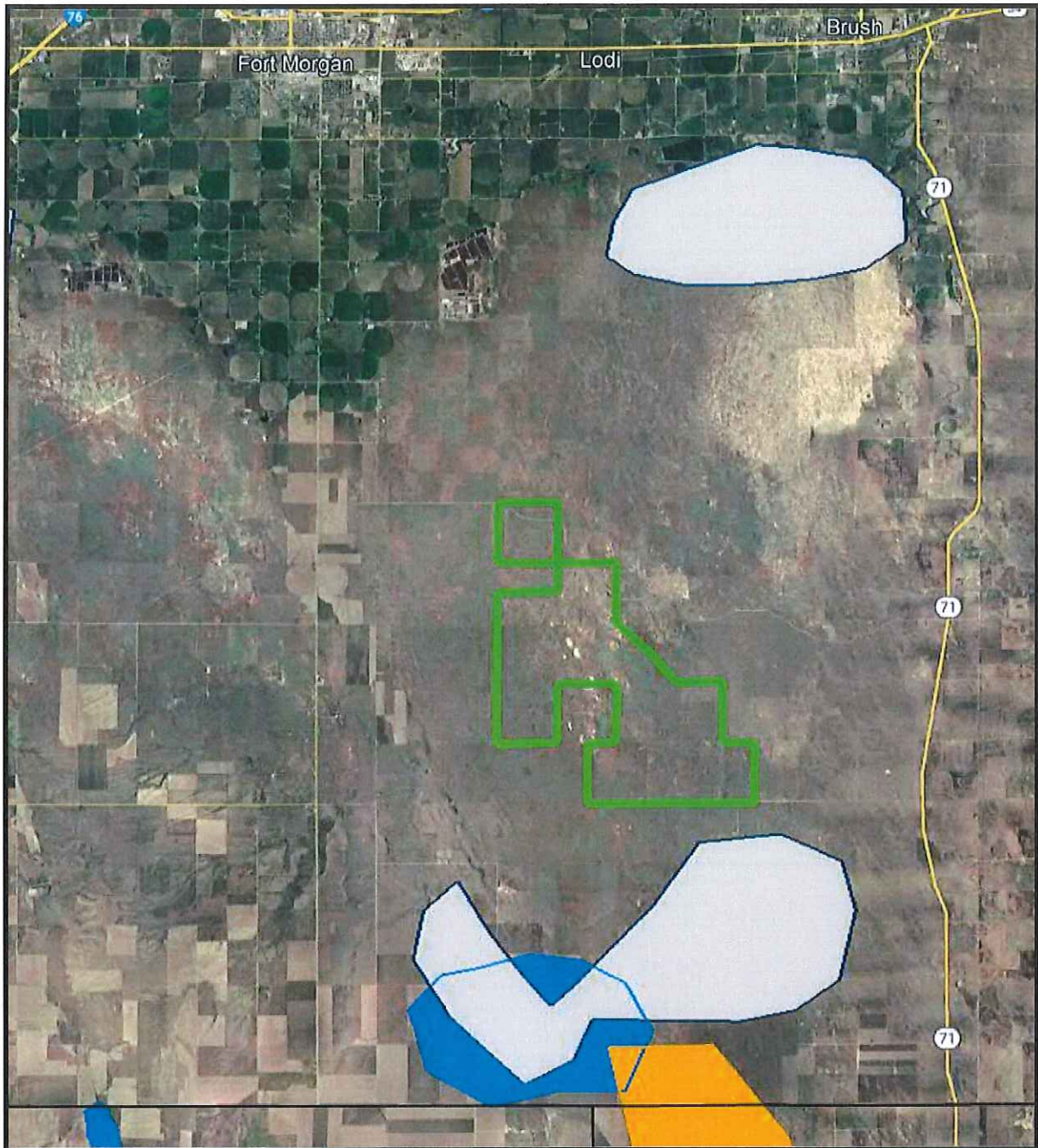
CPW

- Todd Cozad (District Wildlife Manager - Fort Morgan)
- Marty Stratman (Area 3 Big Game Biologist - Brush)
- Wendy Figueroa (Area 3 Conservation Biologist - Brush)
- Todd Schmidt (Area 3 Wildlife Manager - Brush)
- Lance Carpenter (NE Region Senior Terrestrial Biologist)
- Brandon Marette (NE Region Energy Liaison)
- Shannon Schaller (NE Region Deputy Regional Manager)

Attachment:

- Appendix A - Solar Project Boundaries in Relation to Adjacent High Priority Habitats

Appendix A - Solar Project Boundaries in Relation to Adjacent High Priority Habitats



Green Polygon = Solar Project

Gray Polygon = Mule Deer Winter Concentration Area

Blue Polygon = Mule Deer Severe Winter Range

Orange Polygon = Pronghorn Winter Concentration Area

Emergency Response Plan

AES will create a project and equipment specific Emergency Response Plan (ERP) that will be submitted to Pueblo County with the construction permit drawing package. The ERP will provide information and instruction to guide first responders in preparing for and safely responding to an accident, fire or other emergency associated with the Pawnee I and Pawnee II project. Life safety is always the highest priority during any type of event.

It is expected that the ERP will be reviewed, both internally and with local first responders, and updated at least annually. This plan is created and released closer to completion of the project construction as changes often occur to a project through the construction phase. This plan is anticipated to address the final construction setup of the project.

The ERP is not intended to address specific circumstances, nor address every potential scenario. This document is intended as a guide and laws, ordinances, regulatory standards and best practices, as well as on-scene judgement should be utilized in conjunction with this document.

The ERP will include, at a minimum, the following components to give the County and first responders the best available information on the project to successfully address an emergency event:

- **Site Location (Address and GPS Coordinates)**
- **BESS Equipment Overview**
 - Manufacture, Model, and quantity
 - Total MW capacity
 - Fire Protection and Safety Measures
 - Alarms and Notifications
 - Enclosure Access
 - Ventilation
- **Site Overview**
 - Primary Site Access
 - How to gain entrance to the site
 - Site map and enclosure layouts
 - Enclosure Access
- **Public Safety Staging and First Responder Areas**
- **Emergency Response Considerations (Risks That You Are Most Likely to See at this Facility):**
 - Fire
 - Deflagration and Explosion
 - Electric Shock
 - Arc Flash
 - Chemical Release
- **Hazard and Risk Evaluation**
 - Potential Site-Specific Hazards
 - Safety Data Sheets (SDS)
 - Site Signage
- **Emergency Response Protocol**
 - Defensive Approach

- Managing the Incident
- Safe Stand-off Distances
- Personal Protective Equipment (PPE)
- Working in conjunction with a Subject Matter Expert (SME)

REFERRALS, RESPONSES AND NOTICES

- Referrals and Landowner Letters sent and responses received
- PC Notice and responses
- Sign Posting and Notarized Affidavit



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT**

February 10, 2023

Pawnee Solar LLC
Attn: Page Bolin
282 Century Pl, Suite 2000
Louisville, CO 80027
Sent via email: page.bolin@aes.com

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 **March 27th, 2023 at 7:00 P.M.**

Mineral Right notifications need to be made by February 25, 2023 and proof of mailing provided to our office no later than March 12, 2023 (at least 15 days prior to the above mentioned decision date).

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 AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Century Link
Colo. Dept. of Natural Resources
Colo. Dept. of Public Health and Environment
Colo. O&G Conservation Commission
Colo. State Land Board, Dept. of Nat. Resources
Division of Wildlife
Wiggins Fire Department
Brush Fire Department
Fort Morgan Fire Department
Kinder Morgan, Inc.
Weld County Planning Department
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
Western Area Power Administration
USDA Farm Service Agency
Cheyenne Plains Gas Pipeline Company, LLC
City of Wiggins
City of Fort Morgan
City of Brush
CDOT
Xcel Energy
NCHD
Morgan County Emergency Management

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: February 24, 2023

RE: Land Use Application- Special Use Permit

The following Special Use Permit application will be heard by the Planning Commission on **Monday, March 27, 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.

Applicants: Pawnee Solar, LLC

Landowners: Stephen and Joann Cecil

Pawnee I Solar Energy Facility Legal Description: A part of Sections 14, 23, 26, and 35, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Pawnee I Solar BESS Legal Description: A part of Section 14, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Request: Pawnee Solar, LLC has submitted a Special Use Permit Application to construct and operate a 250 MWac solar PV project in conjunction with 200 MWac Battery Energy Storage System (BESS). 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 will also be 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 10, 2023 or attend the Planning Commission meeting on Monday, March 27, 2023. (See Map Attached)



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

March 8, 2023

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

Attn: Nicole Hay and Cheryl Brindisi

Re: PHASE I-Pawnee Solar, LLC-Pawnee I SEF and Pawnee I BESS

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a potential conflict** with the above captioned project. Public Service Company has existing electric transmission lines and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. PSCo is requesting that, prior to any final approval of the plan, it is the responsibility of the property owner/developer/contractor to have this project assigned to a Land Rights Agent for development plan review and execution of a License Agreement (via either website www.xcelenergy.com/rightofway or email coloradorightofway@xcelenergy.com).

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

March 9, 2023

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

Attn: Nicole Hay and Cheryl Brindisi

Re: * AMENDED RESPONSE *
PHASE I-Pawnee Solar, LLC-Pawnee I SEF and Pawnee I BESS

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk acknowledges that no encroachments are proposed into the electric transmission right-of-way, and that a review will be performed should an encroachment be necessary.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



February 27, 2023

Morgan County Planning Dept.
Attn: Cheryl Brindisi
231 Ensign Street
Fort Morgan, CO 80701

Re: Land Use Application – Special Use Permit: Pawnee Solar, LLC: Phase I

Dear Cheryl Brindisi,

The Town of Wiggins recently received a referral request for comments; regarding a special review application for Pawnee Solar, LLC to construct and operate a 250MWac solar PV project in conjunction with 200MWac Battery Energy Storage System (BESS). The Town of Wiggins is satisfied that the Special Use Permit application will have no impact on any Town of Wiggins owned property and has no comment to add to the review. Thank you for the opportunity to review the application.

Sincerely,

Hope Becker
Planning & Zoning Administrator

cc: Tom Acre, Interim Town Manager

March 9, 2023

Morgan County Planning and Building Department
231 Ensign/P.O. Box 596
Fort Morgan, CO 80701

Attn: Nicole Hay, Planning Director
Cheryl Brindisi, Planning Technician

Re: Letter of Potential Conflict from Xcel Energy
Pawnee I Solar PV, Pawnee I BESS
Pawnee II Solar PV, Pawnee II BESS

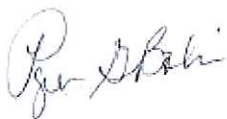
Dear Ms. Hay,

We are in receipt of a letter dated March 8, 2023, from Xcel Energy (Xcel), notifying Morgan County that they perceive a potential conflict between their existing infrastructure and our proposed Pawnee Solar projects. Pawnee Solar LLC and Pawnee Solar 2 LLC, both wholly owned subsidiaries of AES Clean Energy Development, LLC (AES), are aware of the existence of Xcel's infrastructure in the area around the proposed project sites and are not proposing to encroach into Xcel's rights-of-way in our development of Solar PV and/or BESS facilities on the Cecil Ranch in Morgan County.

If it becomes necessary to cross Xcel's existing infrastructure to reach the point of interconnection, AES will work closely with Xcel's rights-of-way department to obtain the necessary License Agreement and approvals.

If any additional information is required, please contact me.

Regards,



Page Bolin
Development Manager

Ph: 303-915-4789

E-mail: Page.bolin@aes.com

CECIL, STEPHEN & JOANN
P O BOX 40
FORT MORGAN, CO 80701

GLENN RANCH & CATTLE COMPANY RLLLP
6432 CO RD 19
FORT MORGAN, CO 80701

HUEY RANCH COMPANY
615 E BIJOU AVE
FORT MORGAN, CO 80701

STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
1313 SHERMAN ST - RM 620
DENVER, CO 80203



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

February 24, 2023

Re: Pawnee I Solar Energy Facility and Pawnee I Solar BESS

Dear Neighboring Landowners:

Pawnee Solar, LLC as applicant and Stephen and Joann Cecil as landowners have submitted an application to our office for a Use by Special Review Permit.

Pawnee I Solar Energy Facility Legal Description: A part of Sections 14, 23, 26, and 35, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Pawnee I Solar BESS Legal Description: A part of Section 14, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Request: Pawnee Solar, LLC has submitted a Special Use Permit Application to construct and operate a 250 MWac solar PV project in conjunction with 200 MWac Battery Energy Storage System (BESS). See attached site map.

This application is scheduled to be heard by the Planning Commission on **Monday, March 27, 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:

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>

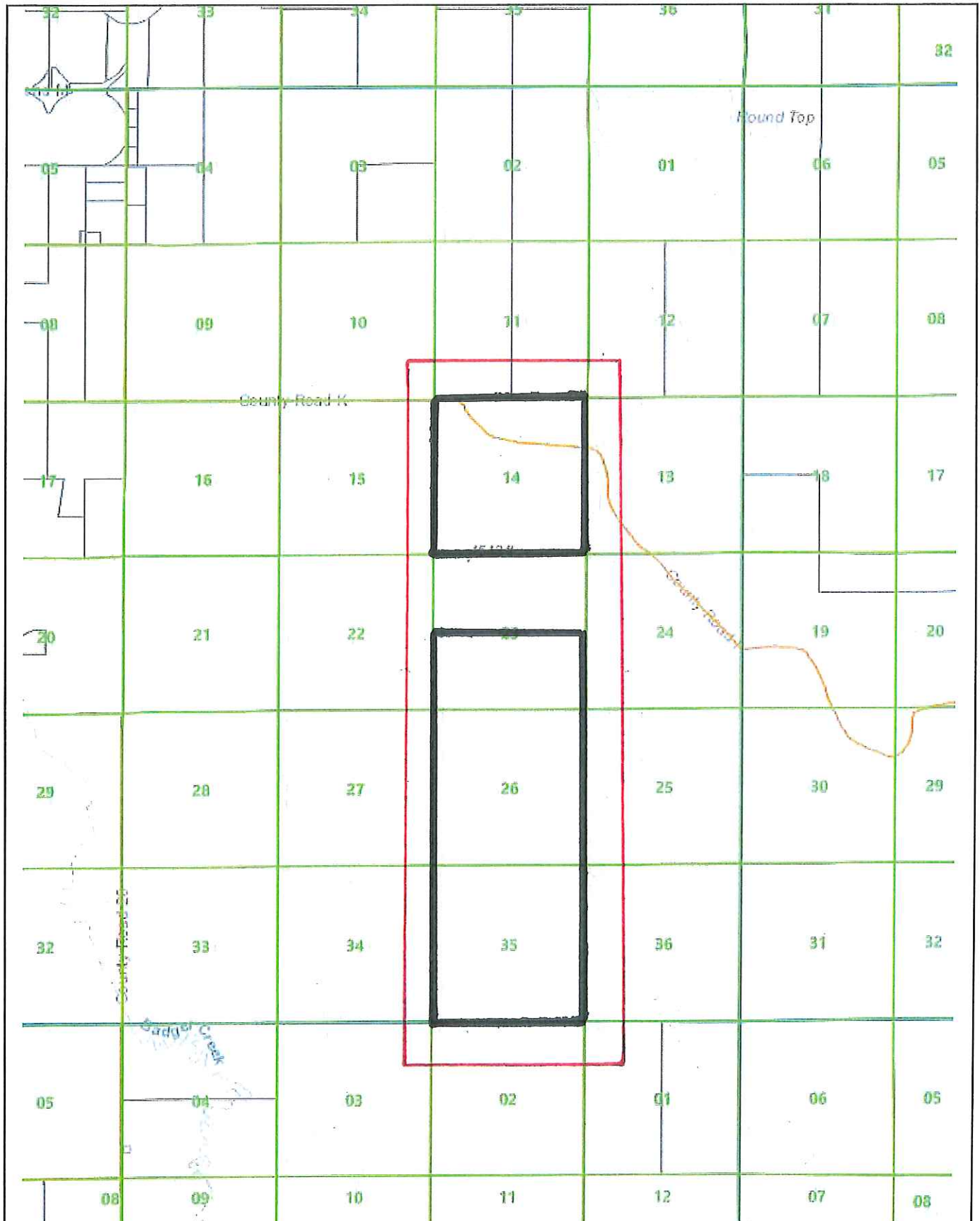
If you have any questions pertaining to these applications or if you would like to review the file, either contact us at (970)542-3526 or stop by our office prior to the hearing. If you have any comments or concerns, plan to attend this hearing.

Sincerely,

Nicole Hay

Nicole Hay
Planning & Zoning Director

Pawnee Solar I_SU2023-0003 & Pawnee BESS I_SU2023-0004



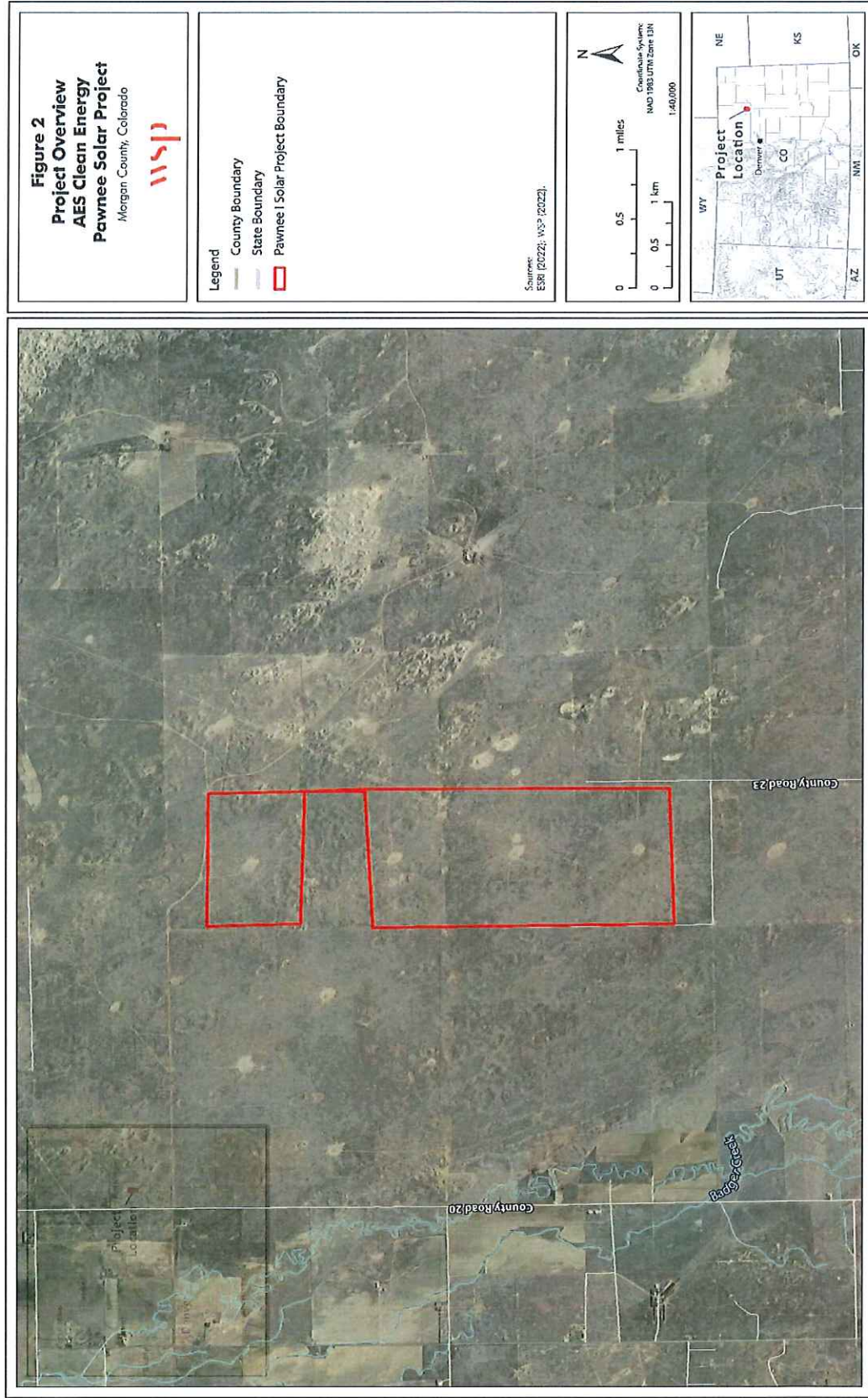
Printed 2/24/2023

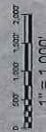
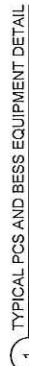
1:62,228

Landowners within 1/4 mile of project area:

- - Project Area
- - Landowners within 1/4 mile area

- Huey Ranch Company
- Glenn Ranch & Cattle Company RLLLP
- State of Colorado Board of Land Commissioners



[illegible]

2100 South 1300 East, Suite 600
Salt Lake City, UT 84106-2740
(801) 679-3500

PE STAMP:

KEY PLAN:

REVISIONS:			
	NO.	DATE	DESCRIPTION
	0	08/16/2022	PRELIMINARY 5% DESIGN
	1	10/13/2022	AES 10% DESIGN
	2	12/06/2022	LAYOUT UPDATE
	3	01/09/2023	LAYOUT UPDATE
			PROJECT TITLE:

PAWNEE SOLAR I

PROJECT LOCATION:

FORT MORGAN,
MORGAN COUNTY,
COLORADO
(40.127571, -103.712091)

SHEET TITLE & DESCRIPTION:

OVERALL ELECTRICAL
LAYOUT

**PAWNEE I:
250 MW PV + 200 MW AC
COUPLED BESS**

Form

N. ANDEER

Z. ELLERBY

L. SANCHEZ,

08/18/2022

11 1/2" x 24" x 36"

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NOTARIZED BY: Paul J. Art





PAWNEE II SOLAR

TABLE OF CONTENTS

- Pawnee Solar II & BESS II
- Additional Application Information
 - Mineral Right's Certification
- Referrals, Responses and Notices
 - Referrals and Landowner Letters sent and responses received
 - PC Notice and responses
 - Sign Posting and Notarized Affidavit

ADDITIONAL APPLICATION INFORMATION

- Mineral Right's Certification

March 14, 2023

Morgan County Planning and Zoning Committee
PO Box 596
Ft. Morgan, CO 80701

RE: Pawnee II Solar, LLC

Dear Morgan County Planning and Zoning Commission,
I am writing regarding the above project slated to be placed on land of which I am a mineral estate owner. I would stand in opposition to this project if it in any way hurts my opportunities to mine minerals from this property. I understand that mineral owners' rights are to be satisfied above all others. I also understand personal property rights.

There is a possibility that I may not be able to attend the public hearing on March 27, 2023, so I am submitting this letter in advance to voice my concerns.

Regards,

A handwritten signature in black ink that reads "Laural M. Brownell". The script is cursive and fluid.

Laural M. Brownell
34403 CR 34
Fleming, CO 80728
970-520-7258
laural.brownell@gmail.com

February 22, 2023

Morgan County Planning & Building Dept
Attn: Nicole Hay
231 Ensign St
Fort Morgan, CO 80701

Dear Ms. Hay,

Pursuant to Colorado State Statute 24-65.5-103, Pawnee II Solar, LLC hereby certifies that it has sent to the mineral owners via certified mail return receipt, notice of the Application for Development of the Pawnee II Solar Project. A list of the names and addresses for each mineral owner is listed below.

Name	Address	City, State, Zip
Allan K. Timpe	P.O. Box 174	Camp Meeker, CA 95419
Apple Creek, LLC, a Colorado Limited Liability Company	335 S. York Street	Denver, CO 80209
Baca County Title, LLC, a Colorado Limited Liability Company	4295 South Fox Street	Englewood, CO 80110
Beth Fuller	2401 Brookwood	Fort Collins, CO 80525
Black River Royalties, LLC	1645 Court Place, Suite 326	Denver, CO 80202
"Blackland Petroleum, LLC, a Colorado Limited Liability Company	17190 E. Dorado Place	Centennial, CO 80015
Bruce Huey	615 E. Bijou Avenue	Fort Morgan, CO 80701
Calvin L. Timpe	14660 E. Floyd Ave.	Aurora, CO 80014
Daniel R. Neal GST Exempt Trust created under the Cornelius R. Neal Revocable Trust dated August 7, 1997, Daniel R. Neal, Trustee	P.O. Box 641	Sedalia, CO 80135
Frances F. Huey Trust, c/o Bruce Huey, Trustee	615 E. Bijou Avenue	Fort Morgan, CO 80701
Gene F. Lang & Co., a Colorado Corporation	19751 E. Mainstreet, Suite 334	Parker, CO 80138
Stephen and Joann Cecil	P.O. Box 40	Fort Morgan, CO 80701

John M. Neal GST Exempt Trust created under the Cornelius R. Neal Revocable Trust dated August 7, 1997, John M. Neal, Trustee	7540 East Parkside Drive	Boardman, OH 44512
Laural M. Brownell	34403 CR 34	Fleming, CO 80728
Mary Huey-Leleiwi	620 E. Beaver Avenue	Fort Morgan, CO 80701
Maud Huey-Kenyon	900 Baseline Road, Chautauqua #18	Boulder, CO 80302
Millard I. Huey Trust, c/o Bruce Huey, Trustee	615 E. Bijou Avenue	Fort Morgan, CO 80701
Philip B. Neal GST Exempt Trust created under the Cornelius R. Neal Revocable Trust dated August 7, 1997, Philip B. Neal, Trustee	11572 Arnett Ranch Road	Littleton, CO 80127
Powder Morning, LLC, a Colorado Limited Liability Company	250 Fillmore St., Suite 500	Denver, CO 80206
Rivendell Royalty Corp.	P.O. Box 1410	Edmond, OK 73083-1410
Ruth M. Klein	11780 Truitt Street	Sterling, CO 80751
Stephen William Runge and Jo Ann Runge	811 N. Elm	Yuma, CO 80759
The Estate of Georgia Lou Seward, c/o Karen J. Seward	39101 County Road E	Yuma, CO 80759
The Estate of Joe I. Perry c/o Albert G. English	41831 Highway 63	Akron, CO 80720
The Estate of Millicent H. Pletcher c/o Robert Huey Pletcher	4530 Saulsbury Street	Wheatridge, CO 80033
The Estate of Robert Lee Seward, aka Robert L. Seward, aka Robert Seward, aka Bob Seward c/o Karen J. Seward	39101 County Road E	Yuma, CO 80759
The Heirs and Assigns of Amanda A. Nelson	1746 A Emerson St.	Denver, CO 80218
The Heirs and Assigns of Asher B. Wilson c/o Asher B. Wilson III	6702 46th Ave Ct E	Tacoma, WA 98443
The Heirs and Assigns of Asher B. Wilson c/o Clark S. Wilson, James E. Wilson and Mark L. Wilson	916 SW Davenport St	Portland, OR 97201

The Heirs and Assigns of Clarence W. Gstettenbauer	475 Garfield St, Apt 209	Denver, CO 80206
The heirs and assigns of Herman H. Rediess c/o Herman Arthur Rediess	13538 Ryton Ridge Lane	Gainesville, VA 20155
The heirs and assigns of Herman H. Rediess c/o Mildred Irene Bumgarner	128 Evans Rd	Sylva, NC 28779
The Heirs and Assigns of Richard F. McClimans c/o Betty Ludewig and Mara Wilde	759 12th St	Windom, MN 56101
The Heirs and Assigns of Sally June Baker, c/o Asher B. Wilson, III	6702 46th Ave Ct E	Tacoma, WA 98443
The United States of America, Colorado Bureau of Land Management	2850 Youngfield Street	Lakewood, CO 80215
White River Royalties, LLC	4194 S. Valentia Street	Denver, CO 80237

If you have any questions regarding this matter, please contact me at (720) 296-3275 or contact Adam Furman, Senior Permitting Manager at (714) 814-7845.

Respectfully,

Anita Munkres

Anita Munkres
Real Estate Manager

REFERRALS, RESPONSES AND NOTICES

- Referrals and Landowner Letters sent and responses received
- PC Notice and responses
- Sign Posting and Notarized Affidavit



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

TO REFERRAL AGENCIES:

Century Link
Colo. Dept. of Natural Resources
Colo. Dept. of Public Health and Environment
Colo. O&G Conservation Commission
Colo. State Land Board, Dept. of Nat. Resources
Division of Wildlife
Wiggins Fire Department
Brush Fire Department
Fort Morgan Fire Department
Kinder Morgan, Inc.
Weld County Planning Department
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
Western Area Power Administration
USDA Farm Service Agency
Cheyenne Plains Gas Pipeline Company, LLC
City of Wiggins
City of Fort Morgan
City of Brush
CDOT
Xcel Energy
NCHD
Morgan County Emergency Management

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: February 24, 2023

RE: Land Use Application- Special Use Permit

The following Special Use Permit application will be heard by the Planning Commission on **Monday, March 27, 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.

Applicants: Pawnee Solar 2, LLC

Landowners: Stephen and Joann Cecil

Pawnee II Solar Energy Facility Legal Description: A part of Sections 13, 24, and 25, Township 2 North, Range 57 West, a part of Sections 30 and 31, Township 2 North, Range 56 West, a part of Section 6, Township 1 North, Range 56 West, and a part of Section 1, Township 1 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Pawnee II Solar BESS Legal Description: A part of Section 13, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Request: Pawnee Solar 2, LLC has submitted a Special Use Permit Application to construct and operate a 250 MWac solar PV project in conjunction with a 125 MWac Battery Energy Storage System (BESS). 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 will also be 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 10, 2023 or attend the Planning Commission meeting on Monday, March 27, 2023. (See Map Attached)



February 27, 2023

Morgan County Planning Dept.
Attn: Cheryl Brindisi
231 Ensign Street
Fort Morgan, CO 80701

Re: Land Use Application – Special Use Permit: Pawnee Solar2, LLC: Phase II

Dear Cheryl Brindisi,

The Town of Wiggins recently received a referral request for comments; regarding a special review application for Pawnee Solar, LLC to construct and operate a 250MWac solar PV project in conjunction with 125MWac Battery Energy Storage System (BESS). The Town of Wiggins is satisfied that the Special Use Permit application will have no impact on any Town of Wiggins owned property and has no comment to add to the review. Thank you for the opportunity to review the application.

Sincerely,

Hope Becker
Planning & Zoning Administrator

cc: Tom Acre, Interim Town Manager



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

March 8, 2023

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

Attn: Nicole Hay and Cheryl Brindisi

Re: PHASE II-Pawnee Solar 2, LLC-Pawnee II SEF and Pawnee II BESS

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a potential conflict** with the above captioned project. Public Service Company has existing electric transmission lines and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. PSCo is requesting that, prior to any final approval of the plan, it is the responsibility of the property owner/developer/contractor to have this project assigned to a Land Rights Agent for development plan review and execution of a License Agreement (via either website www.xcelenergy.com/rightofway or email coloradorightofway@xcelenergy.com).

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

March 9, 2023

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

Attn: Nicole Hay and Cheryl Brindisi

Re: * AMENDED RESPONSE *
PHASE II-Pawnee Solar 2, LLC-Pawnee II SEF and Pawnee II BESS

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk acknowledges that no encroachments are proposed into the electric transmission right-of-way, and that a review will be performed should an encroachment be necessary.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Cheryl Brindisi <cbrindisi@co.morgan.co.us>

PHASE II-Pawnee Solar 2, LLC-Pawnee II SEF and Pawnee II BESS

Rogers, Tracy (CONTR) <Rogers@wapa.gov>
To: Cheryl Brindisi <cbrindisi@co.morgan.co.us>

Mon, Feb 27, 2023 at 2:18 PM

Hi Cheryl,

I do not see any conflict with this project. Our facilities are far from this project location.

Thanks for reaching out for our review!

Thanks,

Tracy Rogers | Realty Technician

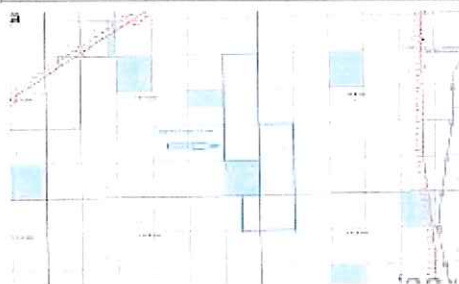
Wyandotte Services on contract to

Western Area Power Administration | Rocky Mountain Region | Loveland, CO

(O) 970.461.7654 | (M) 970-237-9873 | rogers[at][wapa.gov](mailto:rogers@wapa.gov)



[Quoted text hidden]



mapserv.png
242K

CECIL, STEPHEN W & JOANN M
P O BOX 102
FORT MORGAN, CO 80701

CECIL, STEPHEN & JOANN
P O BOX 40
FORT MORGAN, CO 80701

COOK, JEFFERY A
29152 COUNTY ROAD 0.5
BRUSH, CO 80723
(COURTSEY MAILING)

COOK, MICHAEL L & SANDARA K
18282 COUNTY ROAD 25
BRUSH, CO 80723
(COURTSEY MAILING)

GLENN RANCH & CATTLE COMPANY RLLLP
6432 COUNTY ROAD 19
FORT MORGAN, CO 80701

HUEY RANCH COMPANY
615 E BIJOU AVE
FORT MORGAN, CO 80701

KAMP CATTLE COMPANY
P O BOX 395
EATON, CO 80615

STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
1313 SHERMAN ST - RM 620
DENVER, CO 80203

SHIFTING SANDS RANCH LLC
P O BOX 175
ROGGEN, CO 80652-0175



MORGAN COUNTY PLANNING AND BUILDING DEPARTMENT

February 24, 2023

Re: Pawnee II Solar Energy Facility and Pawnee II Solar BESS

Dear Neighboring Landowners:

Pawnee Solar 2, LLC as applicant and Stephen and Joann Cecil as landowners have submitted an application to our office for a Use by Special Review Permit.

Pawnee II Solar Energy Facility Legal Description: A part of Sections 13, 24, and 25, Township 2 North, Range 57 West, a part of Sections 30 and 31, Township 2 North, Range 56 West, a part of Section 6, Township 1 North, Range 56 West, and a part of Section 1, Township 1 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Pawnee II Solar BESS Legal Description: A part of Section 13, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.

Request: Pawnee Solar 2, LLC has submitted a Special Use Permit Application to construct and operate a 250 MWac solar PV project in conjunction with a 125 MWac Battery Energy Storage System (BESS). See attached site map.

This application is scheduled to be heard by the Planning Commission on **Monday, March 27, 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:

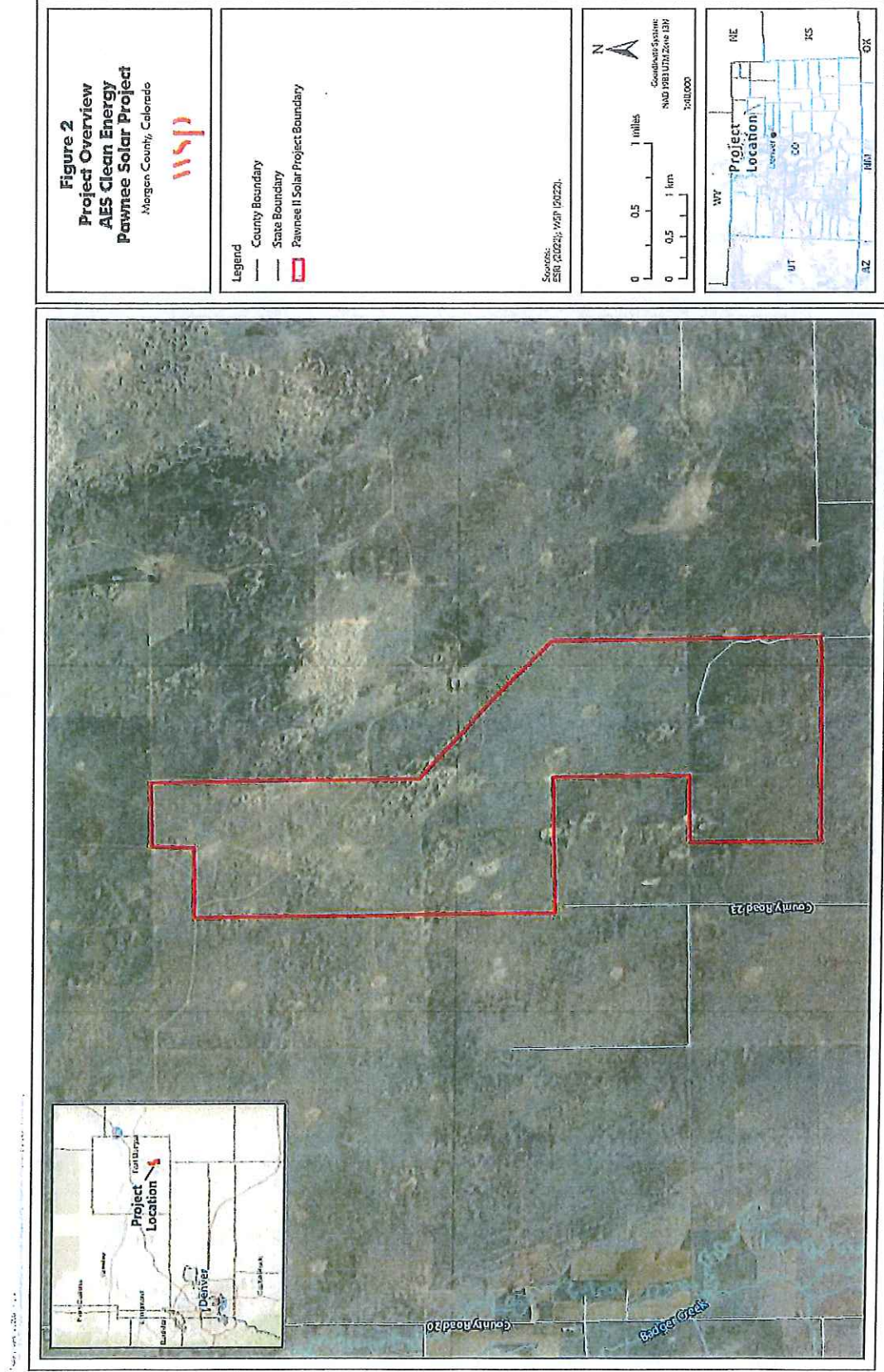
Documents pertaining to the above identified matters are on file in the Planning Administrator's Office, 231 Ensign St., Fort Morgan, Colorado. Documents will also be available on the Morgan County Website <https://morgancounty.colorado.gov>

If you have any questions pertaining to these applications 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. If you have any comments or concerns, plan to attend this hearing.

Sincerely,

Nicole Hay


Nicole Hay
Planning & Zoning Director





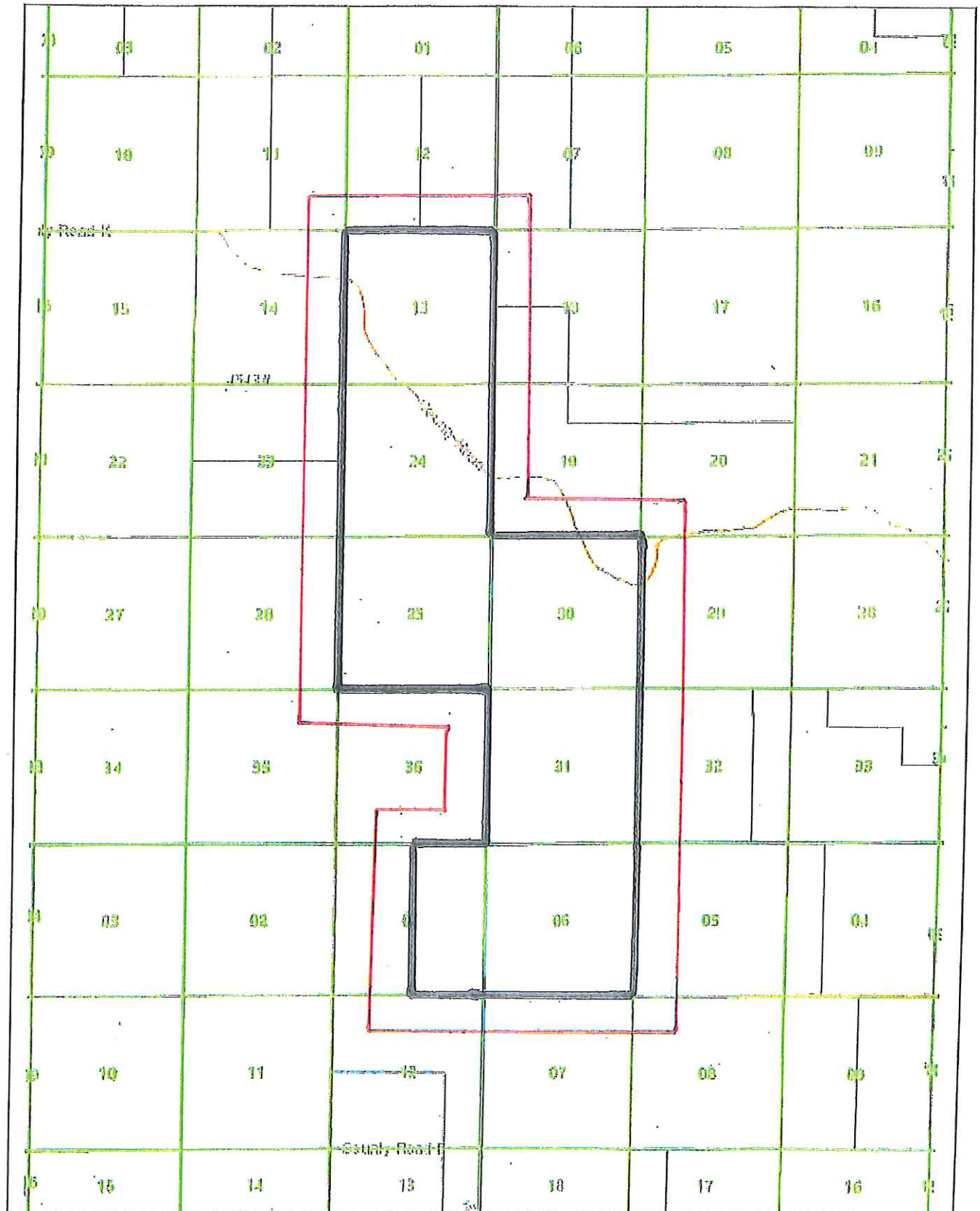
PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:		
NO.	DATE	DESCRIPTION
1	07/26/2022	PRELIMINARY DESIGN
2	10/09/2023	UPDATED LAYOUT
3	10/09/2023	UPDATED LAYOUT
4	01/26/2024	UPDATED PROJECT BOUNDARY
PROJECT TITLE:		
PAWNEE SOLAR II		
PROJECT LOCATION:		
FORT MORGAN, MORGAN COUNTY, COLORADO (40.142571, -103.712091)		
SHEET TITLE & DESCRIPTION:		
OVERALL ELECTRICAL LAYOUT		

 <p>2100 South 100th Street, Suite 100 Del Rio, TX 78840-2710 (817) 271-3500</p>	PRE STAMP:
	KEY STAMP:

PAWNEE II: 250 MW PV + 125 MW AC COUPLED BESS		AS NOTED	
PROJ NAME	DESIGNER	SHEET NO.	REV
DWGN	Z. ELLERBY	PJ-E-01.01	4
CHK	C. SANCHEZ		
APP.			
DATE	08/18/2022		
SCALE: A 2" = 1'-0"			

Pawnee Solar II_SU2023-0005 & Pawnee BESS II_SU2023-0006



Printed 2/24/2023

1:62,487

Landowners within 1/4 mile of project area:

- - Project Area
- - Landowners within 1/4 mile area

- Huey Ranch Company
- Shifting Sands Ranch LLC
- Kamp Cattle Company
- Glenn Ranch & Cattle Company RLLLP
- State of Colorado Board of Land Commissioners

NOTICE OF PUBLIC HEARING
MORGAN COUNTY PLANNING COMMISSION
MARCH 27, 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: Pawnee Solar, LLC
Landowners: Stephen and Joann Cecil
Pawnee I Solar Energy Facility Legal Description: A part of Sections 14, 23, 26, and 35, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.
Pawnee I Solar BESS Legal Description: A part of Section 14, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.
Request: Pawnee Solar, LLC has submitted a Special Use Permit Application to construct and operate a 250 MWac solar PV project in conjunction with 200 MWac Battery Energy Storage System (BESS).
Date of Application: February 7, 2023.

2.) Applicant: Pawnee Solar 2, LLC
Landowners: Stephen and Joann Cecil
Pawnee II Solar Energy Facility Legal Description: A part of Sections 13, 24, and 25, Township 2 North, Range 57 West, a part of Sections 30 and 31, Township 2 North, Range 56 West, a part of Section 6, Township 1 North, Range 56 West, and a part of Section 1, Township 1 North, Range 57 West of the 6th PM, Morgan County, Colorado.
Pawnee II Solar BESS Legal Description: A part of Section 13, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado.
Request: Pawnee Solar 2, LLC has submitted a Special Use Permit Application to construct and operate a 250 MWac solar PV project in conjunction with a 125 MWac Battery Energy Storage System (BESS).
Date of Application: February 7, 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/84521891421>
Or Telephone:

Dial:
US: +1 719 359 4580
Webinar ID: 845 2189 1421

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 11, 2023

Published: Fort Morgan Times March 11, 2023-1961146

Prairie Mountain Media, LLC

PUBLISHER'S AFFIDAVIT

County of Morgan
State of Colorado

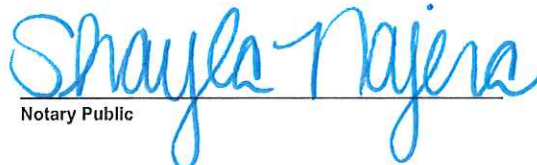
The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Fort Morgan Times*.
2. The *Fort Morgan Times* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Morgan County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Fort Morgan Times* in Morgan County on the following date(s):

Mar 11, 2023


Signature

Subscribed and sworn to me before me this
13th day of March, 2023


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1052763
Ad Number: 1961146
Fee: \$65.32

Project name and number: Pawnee II

Signature of Applicant/Representative: [Signature]

JENAFER SANTOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194036716
MY COMMISSION EXPIRES 10/03/2023

My Commission expires: 10.3.23

NOTARIZED BY: John Lark



