PLANNING COMMISSION REGULAR MEETING
Zoom Webinar and Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

AGENDA
PLANNING COMMISSION REGULAR MEETING 2022-08
Wednesday, October 19, 2022, at 6:00 PM

A. CALL TO ORDER

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment**

   The purpose of the Public Comment is for members of the public to speak to the Planning Commission on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minute for those attending in person or an appropriate time as deemed by the Chair. The Planning Commission shall make no decisions or take action on comments, but may choose to schedule the matter for a decision later. Those addressing the Planning Commission, please state your name and address.

5. **Approval of 9.21.22 Minutes**

B. REGULAR MEETING

1. **2022 BHS Solar Annexation**
   - Legislative
   - Staff Presentation: Abdul Barzak, Town Planner
2. **PUBLIC HEARING**
   2022 BHS Solar Zoning
   - Quasi-Judicial
   - Staff Presentation: Abdul Barzak, Town Planner

C. COMMUNICATIONS

Commission approval may be sought for administrative actions in association with staff reports.

1. Town Attorney
2. Town Staff
3. Town Management

4. Commission Members
5. Chair

D. ADJOURN

Planning Commission MEETING
Wednesday, October 19, 2022, 6:00 PM (MDT)

Registration URL
https://us02web.zoom.us/webinar/register/WN_OCx-DpESRialWl915_tEgg

The Town of Severance does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. For disabled persons needing reasonable accommodation to attend or participate in a town service, program, public meeting, or activity, call 970-686-1218 at least 72 hours in advance. Disabled access is available from the front entrance of the Town Hall.

PLANNING COMMISSION REGULAR MEETING
Zoom Webinar and Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

MINUTES
REGULAR MEETING 2022-07
Wednesday, September 21, 2022, at 6:00 PM

Present:	
Chair:	Julie Stout
Vice-Chair:	Derek Grimes
Commissioners:	Zack Goodell
	Joe Pirrone
	Terence Hennessy (alt)
Absent:	David Rau
Audience:	

Staff:
Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
Abdul Barzak, Town Planner
Karina Gomez, Court Clerk

A. CALL TO ORDER

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

MOTION WAS MADE BY Commissioner Goodell, seconded by Commissioner Pirrone to Approve Approval of Agenda. All Commission Members present voting Yes,

MOTION PASSED

4. **Public Comment**

The purpose of the Public Comment is for members of the public to speak to the Planning Commission on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minute for those attending in person or an appropriate time as deemed by the Chair. The Planning Commission shall make no decisions or take action on comments, but may choose to schedule the matter for a decision later. Those addressing the Planning Commission, please state your name and address.

NONE

5. Approval of Minutes

MOTION WAS MADE BY Commissioner Pirrone , seconded by Commissioner Grimes to Approve Minutes as corrected. All Commission Members present voting Yes,

MOTION PASSED

a. 8.17.22 Minutes

MOTION WAS MADE BY Commissioner Pirrone , seconded by Commissioner Grimes to Approve 8.17.22 Minutes as amended. All Commissioner Members present voting Yes,

MOTION PASSED

B. REGULAR MEETING

1. Commercial Code and Requirements: Land Use Code

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Commissioner Grimes, seconded by Commissioner Goodell to recommend forwarding the Commercial Code and Requirements: Land Use Code to Town Council for approval. All Commissioner Members present voting Yes,

MOTION PASSED

2. Vesting/Time Limits on Approvals: Land Use Code

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Commissioner Pirrone , seconded by Commissioner Grimes to recommend forwarding the Vesting/Time Limits on Approvals: Land Use Code to Town council for approval. All Commission Members present voting Yes,

MOTION PASSED

C. COMMUNICATIONS

Commission approval may be sought for administrative actions in association with staff reports.

1. Town Attorney
2. Town Staff
3. Town Management
4. Commission Members
5. Chair

D. ADJOURN

6:29 pm

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
2022 BHS Solar Annexation	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner

ACTION REQUESTED

Community Development asks that the Severance Planning Commission review and discuss the 2022 BHS Solar Annexation and forward a recommendation to the Town Council. Actions that may be taken:

1. Forward a recommendation of approval to the Town Council for the 2022 BHS Solar Annexation.
2. Take No Action

Annexation Action Requested

BRIEF SUMMARY

BHS Solar, LLC (BHS Solar), a wholly owned indirect subsidiary of Hanwha Energy USA Holding Corporation, d.b.a. 174 Power Global (174PG), are petitioning the Town of Severance to annex a 159.164 acre parcel south of Weld County Road 90 east of Weld County Road 19 and a 20.149 acre parcel on the northwest corner of Weld County Road 23 and Weld County Road 84 1/2. A total of 179.313 acres.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

The Community Development Department asks that the Planning Commission review, discuss, and forward a recommendation of approval for the 2022 BHS Solar Annexation to the Town Council.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Letter of Intent (Applicant Submitted)
2. Annexation Petition (Submitted by Applicant, reviewed by Town staff)
3. BHS Solar 2022 Annexation Agreement (Generated By Town Legal)
4. Annexation Map (Submitted by Applicant, reviewed by Town Staff)
5. Town Review Form (Generated by Town Staff)
6. Combined Referral Responses

LETTER OF INTENT

June 7, 2022

Town of Severance
3 South Timber Ridge Parkway
Severance, CO 80550

Attention: Abdul Barzak, Town Planner
Cc: Nick Wharton, Town Administrator

Dear Mr. Barzak,

We, BHS Solar, LLC (BHS Solar), a wholly owned indirect subsidiary of Hanwha Energy USA Holding Corporation, d.b.a. 174 Power Global (174PG), appreciate partnering with the Town of Severance (Town) in developing the BHS Solar Project (Project).

The annexation into the Town's municipal boundary of most of the Project area was submitted under the 2021 BHS Solar Annexation application, which was previously unanimously approved by both the Planning Commission and Town Council (November 2, 2021). This 2022 BHS Solar Annexation application petitions the annexation of certain additional real property owned by SPABS LLC (Parcel #055526000002, approximately 159 acres) and Terry Ramsey and Jennifer Berg-Ramsey (Parcel #070502100001, approximately 20 acres). A map of the 2021 BHS Solar Annexation and 2022 BHS Solar Annexation areas is shown on Figure 1. The approximate 20 acres of Terry Ramsey and Jennifer Berg-Ramsey are included to relocate the Project transmission interconnection further from Black Hollow Reservoir recreation uses and residences.

The proposed zoning district is Rural Residential – Agricultural Zoning District, which allows photovoltaic solar through the Site Plan process. The proposed zoning district is consistent with the Comprehensive Plan.

The application includes a Site Plan for the Project that utilizes portions of the 2021 BHS Solar Annexation and 2022 BHS Solar Annexation areas. In ongoing siting efforts and consultation with the Town, Weld County, Colorado Parks and Wildlife, Platte River Power Authority, the U.S. Fish and Wildlife Service, and various landowners and neighbors, the Project team has identified the optimal locations for the Project's photovoltaic solar panels, access points, substation, and battery energy storage system as well as Platte River Power Authority's switchyard and transmission interconnection. The optimal design addresses the Town's questions raised through pre-application meetings, a neighborhood meeting on May 25, 2021, a virtual public meeting on May 27, 2021, and ongoing neighbor outreach. We have addressed land use, infrastructure, and environmental issues that have been identified to date. To proactively provide additional information, our application includes companion studies and plans to inform the review process. Please advise us as soon as possible whether the application is complete or if more information will be required to fulfill the application requirements.

Notable features of the proposal include:

- The Project offers direct and indirect economic benefits for up to 40 years including Town property tax revenue, permit fees, school and fire district payments, landowner payments, a local construction and operations workforce, and local construction purchases of supplies and services, ranging from lodging and food to equipment.

- The Project will be environmentally and socially responsible – avoiding sensitive areas, free from air and water pollution, setback from residential areas, and not resulting in hazardous waste.
- The Project's renewable energy will help strengthen the diverse energy supply portfolio and leadership in Weld County. Platte River relies on Weld County's natural gas industry for combustion energy generation and supports businesses and job creation in the county.
- The Project supports Town and regional interest in deploying more renewable energy and helps achieve Colorado's energy goals.
- The cost of solar power is now seen as cost-neutral or cheaper than other forms of power generation. The scale of the Project allows for additional cost savings that amount to more than half the cost of systems typically used in residential homes and businesses.
- The Battery Energy Storage System is a unique reliability asset to the region, supporting both peak loads (during periods of high demand) and backup power (during unexpected outages).
- The Project supports private landowners' stewardship of their property and supplements their income while allowing them to continue their current land uses.
- The Project would improve regional air quality by decreasing the overall emissions of Platte River.
- Unlike all other future land uses anticipated in the Comprehensive Plan, the Project brings significant benefits without requiring municipal water.

We look forward to continuing our work with the Town's leadership, stakeholders, neighbors, and the Severance community to bring this important Project to fruition.

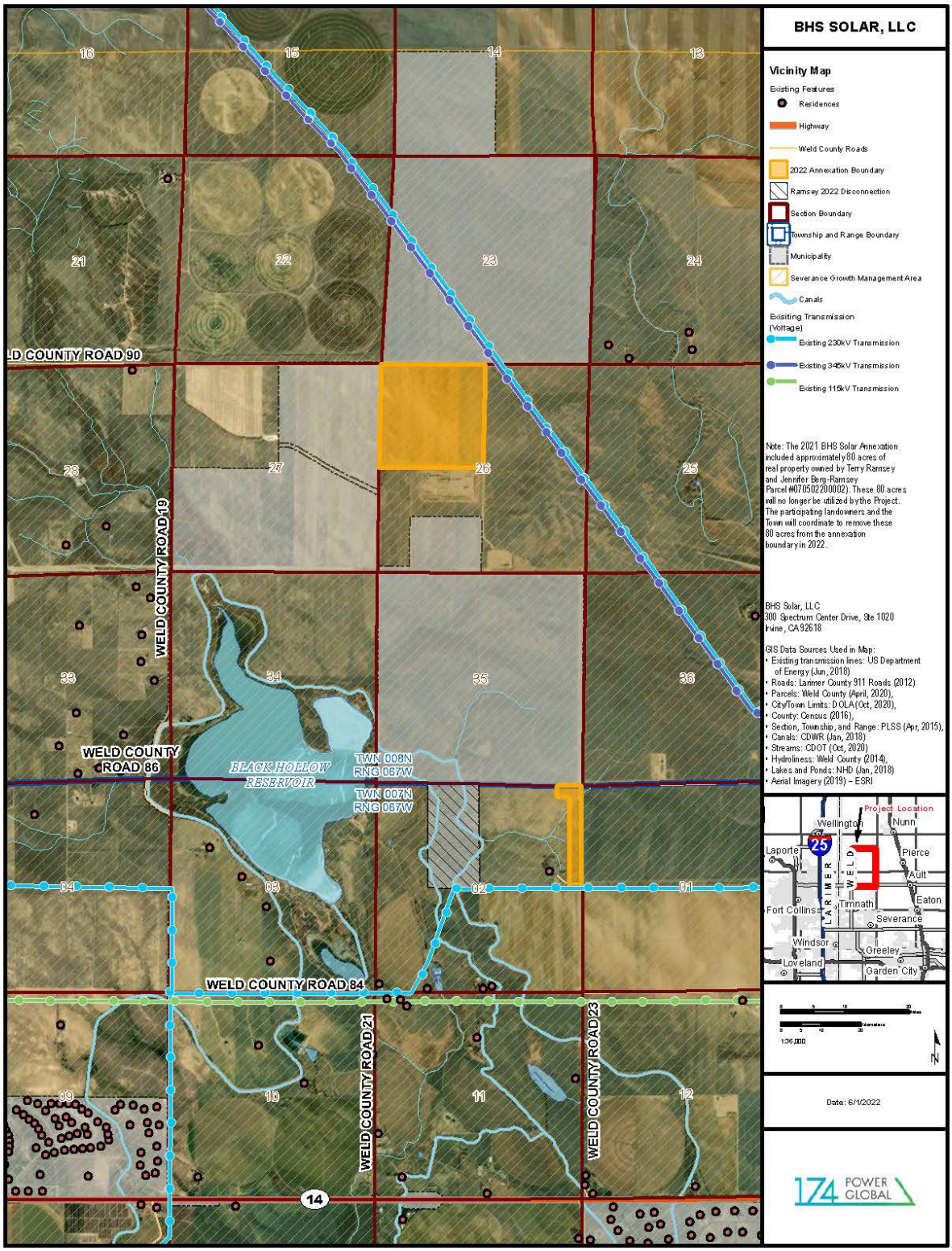
Respectfully,

BHS Solar, LLC

By: Hanwha Energy USA Holdings Corporation
Its: Manager

By: _____
Henry Yun
Its: President

Figure 1: Project Area and Vicinity Map



PETITION FOR ANNEXATION TO THE TOWN OF SEVERANCE, COLORADO

The undersigned, in accordance with the Municipal Annexation Act of 1965 as set forth Title 31, Article 12, Chapters 101 et. Seq., Colorado Revised Statutes ("Annexation Act"), hereby petition the Mayor and Councilors of the Town of Severance, Colorado ("Town"), for annexation into the Town the unincorporated territory located in Weld County, Colorado, which is more particularly described and depicted on the map designated as "2022 BHS Solar Annexation," attached hereto as **Exhibit A** and incorporated herein by reference.

In support of this petition, the petitioner(s) allege(s) that:

1. The legal description of the land owned by Petitioner and hereby petitioned for annexation into the Town ("Property") is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference.

2. It is desirable and necessary that the Property be annexed to the Town of Severance, Colorado.

3. The requirements of C.R.S. §§ 31-12-104 and 31-12-105 exist or have been met in that:

a. Not less than one-sixth of the perimeter of the Property is contiguous with the Town of Severance or will be contiguous with the Town of Severance within such time as required by C.R.S. § 31-12-104;

b. A community of interest exists between the Property and the Town of Severance;

c. No land within Property which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels or real estate, has been divided into separate parts or parcel without the written consent of the landowner or landowners thereof, except and unless such tracts or parcels are separated by a dedicated street, road or other public way;

d. No land within the boundary of the Property which is held in identical ownership, comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has an assessed value in excess of Two Hundred Thousand Dollars ($200,000.00) for ad valorem tax purposes for the year preceding the annexation, has been included within the territory proposed to be annexed without the written consent of the landowner or landowners;

e. The Property is not part of any incorporated city, city and county, or town; nor have any annexation or incorporation proceedings been commenced in an area that is part of all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of this Petition;

f. The annexation of the Property will not result in the detachment of area from any school district or attachment of same to another school district;

g. The annexation of the Property will not have the effect of extending the boundary of the Town of Severance more than three miles in any direction from any point of the boundary of the Town of Severance in any one year;

h. The proposed annexation will not result in the denial of reasonable access to any landowner, easement holder, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town; and

i. In establishing the boundary of the territory proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the territory to be annexed.

4. Petitioner is the owner of one hundred percent (100%) of the Property, and Petitioner hereby consents to the establishment of the boundaries of the territory to be annexed as shown in the annexation maps submitted herewith.

5. The affidavit of the circulator of this Petition certifying that the signature on this Petition is the signature of each person whose name it purports to be certifying the accuracy of the date of such signatures is attached hereto as **Exhibit B** and is incorporated herein by this reference.

6. Petitioner and the Town specifically acknowledge an Annexation Agreement has been or will be executed by Petitioner and the Town relating to this annexation shortly after the execution of this Petition.

7. Upon the annexation of the Property becoming effective, and subject to the conditions to be set forth in the Annexation Agreement, the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town, except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following adoption of the annexation ordinance.

8. Except for the terms and conditions of this Petition and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Section 31-12-107 (l)(g) of the Annexation Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

9. Accompanying this petition are four copies of an annexation map containing the following information:

a. A written legal description of the boundaries of the area proposed to be annexed;

b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;

c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Severance and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.

10. Petitioner hereby reserves the sole, exclusive and unilateral right to withdraw this Petition by so notifying the Town Clerk in writing at any time prior to: (i) the effective date of the ordinances annexing and zoning the Property; or (ii) the satisfaction of the conditions precedent to the annexation effectiveness to be set forth in the Annexation Agreement.

THEREFORE, the undersigned respectfully petition the Town Council of the Town of Severance to annex the territory described and referenced in 2022 BHS Solar Annexation Map to the Town of Severance in accordance with and pursuant to the Annexation Act.

Respectfully submitted this _____ day of _____ 2022. By this acknowledgment, the undersigned hereby certify that the above information is complete and true.

[*Remainder of page intentionally left blank—Signature page to follow*]

Signatures of Petitioners

TERRY RAMSEY

JENNIFER BERG-RAMSEY

STATE OF COLORADO)

)ss.

COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 4th day of April, 2022, by Terry Ramsey and Jennifer Berg-Ramsey.

Witness my hand and official seal.

Kelli Antista

(Notary Public Official Signature)

KELLI ANTISTA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154010048
MY COMMISSION EXPIRES 03/10/2023

Kelli Antista

(Printed Name of Notary)

03-10-2023

(Commission Expiration)

SPABS LLC,
a Colorado limited liability company

By: ARK Squared LLC, a Colorado limited liability company
Its: Manager

By: _____
Andrew R. Klein
Its: Manager

By: _____
Audrey Robertson
Its: Manager

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 7th day of April, 2022, by Andrew R. Klein and Audrey Robertson.

Witness my hand and official seal.

_____
(Notary Public Official Signature)

CLAYTON GREENE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214020219
MY COMMISSION EXPIRES MAY 24, 2025

Clayton Greene
(Printed Name of Notary)

May 24th, 2025
(Commission Expiration)

Exhibit A

Legal Description of Territory to be Annexed

2022 BHS SOLAR ANNEXATION BOUNDARY 1 (Landowner: Terry W. Ramsey and Jennifer L. Berg-Ramsey)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 2 BEARS N89°11'40"W; THENCE N89°11'40"W 30.01' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 AND THE **TRUE POINT OF BEGINNING**.

THENCE S12°20'33"W 750.25'; THENCE N10°43'53"W 750.25' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2; THENCE S89°11'40"E 300.10' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 2.532 ACRES MORE OR LESS.

BASIS OF BEARINGS: NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W.

CONTIGUITY = 300’
PERIMETER = 1800’
RATIO = 1:6

2022 BHS SOLAR ANNEXATION BOUNDARY 2A (Landowner: Terry W. Ramsey and Jennifer L. Berg-Ramsey)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 2 BEARS N89°11'40"W; THENCE N89°11'40"W 30.01' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 AND THE **TRUE POINT OF BEGINNING**.

THENCE S00°39'07"E 2623.05' ALONG THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 PARALLEL AND 30’ WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2 TO A POINT ON THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE S89°45'45"W 300.01' ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N00°39'07"W 2628.51' PARALLEL AND 330’ WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N89°11’40”W 300.00’; THENCE N00°39’07”W 300.00’ TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2; THENCE S89°11’40”E 300.00’ ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2;

THENCE S10°43'53"E 750.25'; THENCE N12°20'33"E 750.25' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE **TRUE POINT OF BEGINNING**.

CONTAINS 17.617 ACRES MORE OR LESS.

BASIS OF BEARINGS: NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W.

CONTIGUITY = 1800.50’
PERIMETER = 7652.07’
RATIO = 1:4.2

TOGETHER WITH
2022 BHS SOLAR ANNEXATION BOUNDARY 2B (Landowner: SPABS LLC)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 26 BEARS S00°50'14"W; THENCE S00°50'14"W 30.00' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 AND THE **TRUE POINT OF BEGINNING**.

THENCE S89°55'28"E 2641.07' ALONG THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 PARALLEL AND 30’ SOUTH OF THE NORTH LINE OF THE NW1/4 OF SAID SECTION 26 TO A POINT ON THE EAST LINE OF THE NW1/4 OF SAID SECTION 26; THENCE S00°56'44"W 2624.09' ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 26 TO THE C 1/4 CORNER OF SAID SECTION 26; THENCE S89°54'34"W 2636.23' ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 26 TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE N00°50'14"E 2631.66' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 159.164 ACRES MORE OR LESS.

BASIS OF BEARINGS: WEST LINE OF THE NW1/4 OF SECTION 26, T8N, R67W BEARS S00°50'14"W.

CONTIGUITY = 5272.73’
PERIMETER = 10533.05’
RATIO = 1:2.0

2022 BHS SOLAR ANNEXATION BOUNDARIES 2A AND 2B TOGETHER CONTAIN 176.781 ACRES MORE OR LESS.

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (s) he was the circulator of the foregoing Petition for Annexation of lands to the Town of Severance, Colorado, consisting of 8 pages, excluding the page(s) of this affidavit, and that the signatures of the petitioners thereon were witnessed by the circulator and are the true and original signatures of the persons whose names they purport to be, and that the dates of such signatures are correct.

Circulator: Jeremy Call

STATE OF COLORADO)

) SS.

COUNTY OF Larimer)

The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this 6 day of June, 2022, by Jeremy Call.

Witness my hand and official seal

Notary Public

Commission

Expires: October 2, 2022

CHELSEA LEE ZIMMERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144038547
MY COMMISSION EXPIRES OCTOBER 02, 2022

ANNEXATION AGREEMENT
(2022 BHS Solar Annexation)

This Annexation Agreement (this "Agreement") is made and entered into this day of _____, 2022, by and between the individuals and entities listed in the signature page to this Agreement (each an "Annexor" and collectively, "Annexor"), and the TOWN OF SEVERANCE, a Colorado municipal corporation, with a legal address of 3 South Timber Ridge Pkwy, PO Box 339, Severance, CO 80546 (the "Town"). The Town, Annexor, and Developer may be termed individually a "Party" or collectively the "Parties.

WHEREAS, each Annexor holds fee title to one hundred percent of such Annexor's portion of the property to be annexed to the Town pursuant to the "2022 BHS Solar Annexation" and as more particularly described in **Exhibit A**, attached hereto (hereinafter the "Annexation Property" or the "Property"); and

WHEREAS, the Annexor desires to have the Property annexed to and be subject to the jurisdiction of the Town, upon and subject to the terms and conditions set forth herein, all of which conditions are agreeable to the Annexor; and

WHEREAS, the Annexor has filed or intends to file a Petition to annex the Property to the Town; and

WHEREAS, Developer[1] holds an option to lease with Annexor SPABS LLC for the Property owned by SPABS LLC, and each of Developer and Platte River Power Authority, a political subdivision of the State of Colorado ("Platte River"), hold easements with Annexor Terry Ramsey and Jennifer Berg-Ramsey for a portion of the Property owned by Terry Ramsey and Jennifer Berg-Ramsey; and

WHEREAS, Annexor intends to construct and operate a utility-scale solar energy generating facility (the "Solar Project") and/or appurtenant facilities required for the Solar Project on the Property; and

WHEREAS, the Parties desire to include in this Agreement certain provisions, understandings and agreements regarding the Property and its annexation; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to annex the Property, to provide certain municipal services thereto, and to receive revenues from the Property upon the terms and conditions contained herein.

THEREFORE, in consideration of the recitals, promises, mutual covenants and agreements

[1] For purposes of this Agreement, "Developer" means BHS Solar, LLC, a Delaware limited liability company, having a legal address is c/o 174 Power Global, attn: Legal Department, 300 Spectrum Center Drive, Suite 1020, Irvine CA 92618, and who is duly organized, validly existing, and in good standing under the laws of the State of Colorado, and is authorized to do business in the State of Colorado. Developer is not a party to this Agreement.

herein contained, the parties agree as follows:

1. Warranties of Parties.

(a) **Annexor**. Each Annexor is the legal and equitable owner of each Annexor's portion of the Annexation Property.

(b) **Town of Severance**. The Town of Severance is a Colorado home-rule municipality and has the power to take all actions required to authorize this Agreement and to carry out the obligations hereunder.

2. Annexation. The annexation of the Annexation Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended, the Severance Municipal Code and all applicable laws.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Annexor nor the Town shall record or cause to be recorded the items described in C.R.S. § 31- 12- 113(2)(a)(II)(A) or this Agreement, until all of the following conditions have been satisfied (it being acknowledged that the Town shall record the requisite documents to effect annexation of the Property upon satisfaction of the following conditions precedent):

i. The Annexor and the Town have mutually executed and delivered this Agreement;

ii. The ordinance approving the annexation of the Property has become effective in accordance with the provisions of the Town Charter;

iii. The Town Council approves Rural Residential Agricultural zoning for the Property;

iv. On or before December 31, 2023, Annexor notifies the Town that:

1. As it relates to Annexor SPABS LLC, Developer has exercised the option under that certain option to lease agreement between Developer and SPABS LLC for SPABS LLC's Property encompassed within the 2022 BHS Solar Annexation, and Developer and SPABS LLC have executed a lease agreement for SPABS LLC's Property encompassed within the 2022 BHS Solar Annexation; and

2. As it relates to Annexor Terry Ramsey and Jennifer Berg-Ramsey, Terry Ramsey and Jennifer Berg-Ramsey shall have received full compensation under that certain Electric Transmission and Access Easement dated June 23, 2022, by and between Terry Ramsey and

Jennifer Berg-Ramsey and Platte River.

v. The Town's approval of a Solar Facility as a "use by additional review" for the Property and the property encompassed within the 2021 BHS Solar Annexation.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 2.a have been satisfied, this document shall constitute an offer by the Annexor and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Annexor nor the Town shall record or cause to be recorded this Agreement or the items described in C.R.S. § 31- 12-113(2)(a)(II)(A), and the Annexor shall have the right to withdraw the petition for annexation.

3. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation and the initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Severance Municipal Code, as amended.

4. Consent to Annexation. Annexor hereby consents to the annexation of the Property subject to the terms of any Petition for Annexation filed with the Town, pursuant to C.R.S. § 31-12-107(1) and this Agreement.

5. Zoning.

a. Annexor hereby consents to the zoning of the Property as Rural Residential Agricultural, in accordance with the Town's established zoning designations. Initial zoning of the Property shall be considered simultaneously with the Petition for Annexation by the Town as allowed by the Colorado Municipal Annexation Act of 1965

b. Annexor hereby agrees the use and development of the Property as a Solar Facility may be permitted only upon the Town's approval of a "use by additional review" and issuance of a permit in accordance with Section 16.11.160 of the Severance Municipal Code.

c. Annexor is entering into this Agreement and is undertaking the obligations imposed upon Annexor herein in reliance upon the Town's adoption of an ordinance annexing the Property into the Town and an ordinance zoning the Property as provided in this Paragraph. Performance of Annexor's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinances described in this Paragraph. If the Town fails to adopt the ordinances described in this Paragraph, then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

d. Because the zoning of property in Colorado constitutes legislative action by

a municipality, nothing in this Agreement shall be construed to be an agreement, commitment, or contract binding the Town to approval of any specific zoning. Moreover, nothing in this Paragraph shall constitute or be interpreted as a waiver or abrogation of the Town's legislative, governmental, or police powers, except as otherwise prescribed by law, to later rezone the Property to promote and protect the health, safety and general welfare of the Town or its inhabitants.

6. Application of Town Laws—Town Services. Except as expressly provided herein, all Town ordinances, regulations, policies, and procedures and all requirements contained in the Severance Municipal Code, currently in effect and as the same may be amended from time to time, shall be applicable to the use and development of the Property, upon annexation. Any agreement for the development of the Property as a Solar Facility and the site plan for the Solar Facility, once both are approved by the Town, are collectively a "site specific development plan" pursuant to C.R.S. § 24-68-101, et seq ("Site Specific Development Plan"). Upon approval of the Site-Specific Development Plan and subject to availability and capacity at the time services are requested, the Town shall provide all customary public safety (but excluding fire protection) and public roadway and maintenance services to the Annexation Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the Town.

7. Water and Sewer Services. The Town currently does not provide water or wastewater services to the Annexation Property, and Annexor acknowledges that the Town has no obligation under this Agreement to provide water and sewer service to the Annexation Property upon annexation. Annexor is directed to North Weld County Water District for the provision of domestic water services, and to Weld County Department of Public Health and Environment for the provision of wastewater services. Annexor shall be responsible for satisfying all requirements of North Weld County Water District and Weld County Department of Public Health and Environment for the extension of water and wastewater services necessary to serve the land use proposed for the Annexation Property. Notwithstanding the foregoing, the provision of Town water and wastewater services to the Annexation Property for any development of the Annexation Property other than that contained in the Site-Specific Development Plan shall be determined based upon the requirements in the Severance Municipal Code, as amended, as they exist at the time of future development application approval and subject to the applicant satisfying all requirements of the Severance Municipal Code including, but not limited to, the dedication of water rights and/ or the payment of fees in lieu thereof, and the construction of water lines and facilities necessary to service the land use proposed for the Property. Annexor acknowledges and agrees that the Town is not making and it expressly disclaims any express or implied warranty, representation, or commitment of any kind to sell or furnish utility services or extend utility infrastructure to the Property for future development, or to make available capacity from the existing Town utility systems sufficient to serve the potential maximum future development of the Property.

8. Special Districts. Upon approval of the Site-Specific Development Plan, the Town may, at its option, initiate actions necessary to assure exclusion of the Property from any and all special districts that provide municipal services to the Annexation Property that the Town is obligated to provide to the Annexation Property as described in section 6. Notwithstanding

anything to the contrary, the foregoing shall not preclude or affect in any way the Annexors' ability to create and operate special districts in accordance with the then applicable laws, rules, ordinances and regulations.

9. Water Dedication. No dedication or transfer to the Town of water rights in any manner as a condition of annexation of the Property is required or permitted by this Agreement. All water rights held by Annexor, whether tributary, nontributary or not-nontributary, and whether or not appurtenant to the Property, are retained by Annexor.

10. Right of Disconnection. The Parties acknowledge the purpose of the 2022 BHS Solar Annexation is for the construction and operation of the Solar Project. In order to annex sufficient real property to accommodate the Project while also complying with the relevant annexation laws, certain additional real property was annexed in 2021 pursuant to the Town Council Ordinance 2021-14, as amended by Town Council Ordinance 2022-XX.. If both annexations are approved and recorded, but construction on the Solar Project has not commenced by December 31, 2023, then Annexor shall have the right to request disconnection of the Property pursuant to CRS 31-12-501, *et. seq*, and the Town Council shall give due consideration to the disconnection application and, if the Town Council is of the opinion that the Town's best interests will not be prejudiced by the disconnection, shall enact an ordinance effecting such disconnection. It is the intent of the Parties that the Property should not remain within the boundaries of the Town and be disconnected if the Solar Project is not constructed. Annexor's option to disconnect due to non-construction pursuant to this paragraph shall be exercised by submitting an application for such disconnection no later than December 31, 2024. Failure of the Annexor to initiate disconnection proceedings by such date shall constitute a waiver of such right under this Agreement but does not waive their right to do so under C.R.S. 31-12-501, et. seq at any time.

11. Assignment. The rights, duties, and obligations of the Annexor hereunder may be assigned to another person or entity only with the prior written consent of the Town, which shall not be unreasonably withheld, conditioned or delayed; provided however, any person or party who acquires the Annexed Property from Annexor shall be an assignee that does not require the consent of the Town. In such event, the assignee shall assume all of the rights, duties, and obligations of the Annexor hereunder and the Annexor shall be correspondingly relieved from all such liabilities, duties and obligations.

12. Notices. All notices, demands or other documents required or desired to be given to either party under this Agreement shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

Town: Town Manager
Town of Severance
3 South Timber Ridge Pkwy,
PO Box 339
Severance, CO 80546

Town Copy: Hayashi & Macsalka, LLC
1650 38th Street, Suite 103W
Boulder, CO 80301

Annexor: SPABS LLC
4100 E. Mississippi Ave
Suite 500
Glendale, CO 80246
Attention: Andrew R. Klein and Audrey Robertson

Terry Ramsey and Jennifer Berg-Ramsey
41750 Country Road 23
Ault, CO 80610-9760

13. Remedies. The sole and exclusive remedies of Annexor against the Town for any breach of this Agreement shall be limited to breach of contract claims, including the remedy of specific performance to compel performance of the non-recording of the annexation ordinances and map consistent with Section 2 above. The Town's remedies under this Agreement under the law include, but are not limited to, the following:

(a) The refusal to issue any building permit or certificate of occupancy;

(b) The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party; and

(c) A demand that the security given for the completion of any public improvements be paid or honored.

14. Cooperation. This Agreement is the product of the voluntary and cooperative effort of the Parties and shall not be construed or interpreted against either Party solely on the basis of that Party having drafted any portion of this Agreement.

15. Binding Effect of Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and the assigns of the respective parties. The parties' respective rights and obligations set forth in this Agreement shall constitute covenants that shall run with the Annexation Property.

16. Recordation. Upon the satisfaction of the conditions as described in Paragraph 2.a of this Agreement, this Agreement shall be recorded in the records of the Clerk and Recorder of Weld County, State of Colorado.

17. Future Acts. Following execution of this Agreement, the parties covenant and agree that they will cooperate with each other in accomplishing the terms, conditions and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the Agreement.

18. Third Parties. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended nor shall be construed of confer upon or give any other person any rights, remedy or claim under or by reason of the Agreement. Neither Party shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto. Further, the Town shall not be bound by any contracts or conditions that Annexor or any developer of the Property may negotiate with third parties related to matters set forth in this Agreement.

19. Police Power. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing Codes or ordinances or as a waiver or release of the Town's legislative, governmental or police powers to promote and protect, the health, safety, morals or general welfare of the municipality or its inhabitants. This Agreement shall not prohibit the enactment by the Town of any tax, fee, ordinance, resolution, rule, or regulation which is of uniform and general application.

20. No Partnership or Agency. Notwithstanding any language in this Agreement, neither party shall be deemed a member, partner or joint venture of each other and neither party shall be responsible for the debts or liabilities of the other nor the other's contractor or agent.

21. Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the District Court for Weld County, Colorado.

22. Attorney's Fees. In the event that it is necessary to initiate legal proceedings to enforce the provisions of this Agreement, the non-prevailing party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing party, including reasonable attorney's fees.

23. Effective Date. Except as set forth in this Agreement, this Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing the Property.

24. Entire Agreement. This Agreement including the Exhibits and Recitals, which are incorporated herein, set forth the entire agreement of the parties concerning the 2022 BHS Solar

Annexation. There are no promises, terms, conditions, or obligations other than those contained herein that exist with respect to the 2022 BHS Solar Annexation. This Agreement shall supersede all other provisions, communications, representations, or agreements, either verbal or written, between the parties with respect to the 2022 BHS Solar Annexation and the economic incentives related thereto.

25. Waiver Limitations. A written waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

26. Headings. The headings of the sections or subsections of this Agreement are only for the convenience and reference of the parties and are not intended to define, limit, or describe the scope or intent of this Agreement.

27. Severability. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, and the parties shall cooperate to cure any such defect.

28. No Vested Property Rights. It is understood and agreed by the parties that no vested property rights are granted by this Agreement. The Annexor represents to the Town that there are no vested rights to the Annexation Property from the County of Weld or any other governmental entity. Annexor hereby waives and releases any prior vested rights which may have been so granted or acquired in Weld County so long as the Property remains annexed into the Town.

29. Disconnection. Except as provided in Section 10, no right or remedy of disconnection of the Annexation Property from the Town shall accrue from this Agreement other than that provided by C.R.S. § 31-12-119. In the event the Annexation Property or any portion thereof is disconnected from the Town at the Annexor's request, the Town shall have no obligation to serve the disconnected Annexation Property.

30. Referendum. If the annexation of the Annexation Property or any portion thereof is challenged by a referendum, all provisions of the Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Annexation Property from the Town, then this Annexation Agreement shall be null and void and of no further effect. If the referendum challenge fails, then the Annexor and the Town shall continue to be bound by this Annexation Agreement.

31. Court Order. In the event that the annexation of the Property or any portion thereof is voided by Final Action ("Final Action" means that no appeal can be made or the time to appeal has expired) of a court of proper jurisdiction (such Final Action not being associated with referendum or initiative matters), the Town and the Annexor shall cooperate to cure any legal

defects cited by the court or that resulted in disconnection of the Annexation Property, and immediately upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the Town pursuant to the Colorado Municipal Annexation Act of 1965 in accordance with the terms of this Agreement. The Annexor shall reapply for annexation in accordance with the terms and conditions contained in this Agreement when the Annexation Property becomes eligible for annexation under the applicable statutory requirements as determined by the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

[*Remainder of page left intentionally blank—Signature Pages to follow*]

ANNEXOR:

SPABS LLC

By: ARK Squared LLC,
its Manager

By:_____
Name: Andrew R. Klein
Title: Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing Annexation Agreement was signed and sworn to before me by Andrew R. Klein, as Manager of ARK Squared LLC, a Colorado limited liability company, Manager of SPABS LLC, a Colorado limited liability company, this ___ day of _____, 20___.

Witness my hand and official seal.

_____
(Notary Public Official Signature)

_____
(Title of office)

_____
(Commission Expiration)

[*Remainder of page left intentionally blank—Signature Pages to follow*]

By: _____
Name: Audrey Robertson
Title: Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing Annexation Agreement was signed and sworn to before me by Audrey Robertson, as Manager of ARK Squared LLC, a Colorado limited liability company, Manager of SPABS LLC, a Colorado limited liability company, this ____ day of _____, 20___.

Witness my hand and official seal.

_____
(Notary Public Official Signature)

_____
(Title of office)

_____
(Commission Expiration)

[*Remainder of page left intentionally blank—Signature Pages to follow*]

TERRY RAMSEY

By:_____
Name: Terry Ramsey

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing Annexation Agreement was signed and sworn to before me by Terry Ramsey, this ___ day of _____, 20___.

Witness my hand and official seal.

_____
(Notary Public Official Signature)

_____
(Title of office)

_____
(Commission Expiration)

[*Remainder of page left intentionally blank—Signature Pages to follow*]

JENNIFER BERG-RAMSEY

By: _____
Name: Jennifer Berg-Ramsey
Title: Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing Annexation Agreement was signed and sworn to before me by Jennifer Berg-Ramsey, this ____ day of _____, 20___.

Witness my hand and official seal.

_____
(Notary Public Official Signature)

_____
(Title of office)

_____
(Commission Expiration)

[*Remainder of page left intentionally blank—Signature Pages to follow*]

TOWN OF SEVERANCE, a Colorado municipal corporation

By:_____
Matthew Fries, Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A

Legal Description of the Property

2022 BHS SOLAR ANNEXATION BOUNDARY 1 (Landowner: Terry Ramsey and Jennifer Berg-Ramsey)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 2 BEARS N89°11'40"W; THENCE N89°11'40"W 30.01' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 AND THE **TRUE POINT OF BEGINNING**.

THENCE S12°20'33"W 750.25'; THENCE N10°43'53"W 750.25' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2; THENCE S89°11'40"E 300.10' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 2.532 ACRES MORE OR LESS.

BASIS OF BEARINGS: NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W.

2022 BHS SOLAR ANNEXATION BOUNDARY 2A (Landowner: Terry Ramsey and Jennifer Berg-Ramsey)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 2 BEARS N89°11'40"W; THENCE N89°11'40"W 30.01' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 AND THE **TRUE POINT OF BEGINNING**.

THENCE S00°39'07"E 2623.05' ALONG THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 PARALLEL AND 30’ WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2 TO A POINT ON THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE S89°45'45"W 300.01' ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N00°39'07"W 2628.51' PARALLEL AND 330’ WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N89°11’40”W 300.00’; THENCE N00°39’07”W 300.00’ TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2; THENCE S89°11’40”E 300.00’ ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2; THENCE S10°43'53"E 750.25'; THENCE N12°20'33"E 750.25' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE **TRUE POINT OF BEGINNING**.

CONTAINS 17.617 ACRES MORE OR LESS.

BASIS OF BEARINGS: NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W.

TOGETHER WITH

2022 BHS SOLAR ANNEXATION BOUNDARY 2B (Landowner: SPABS LLC)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 26 BEARS S00°50'14"W; THENCE S00°50'14"W 30.00' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 AND THE **TRUE POINT OF BEGINNING**.

THENCE S89°55'28"E 2641.07' ALONG THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 PARALLEL AND 30’ SOUTH OF THE NORTH LINE OF THE NW1/4 OF SAID SECTION 26 TO A POINT ON THE EAST LINE OF THE NW1/4 OF SAID SECTION 26; THENCE S00°56'44"W 2624.09' ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 26 TO THE C 1/4 CORNER OF SAID SECTION 26; THENCE S89°54'34"W

2636.23' ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 26 TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE N00°50'14"E 2631.66' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 159.164 ACRES MORE OR LESS.

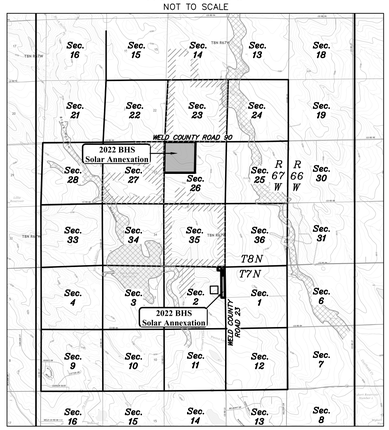
BASIS OF BEARINGS: WEST LINE OF THE NW1/4 OF SECTION 26, T8N, R67W BEARS S00°50'14"W.

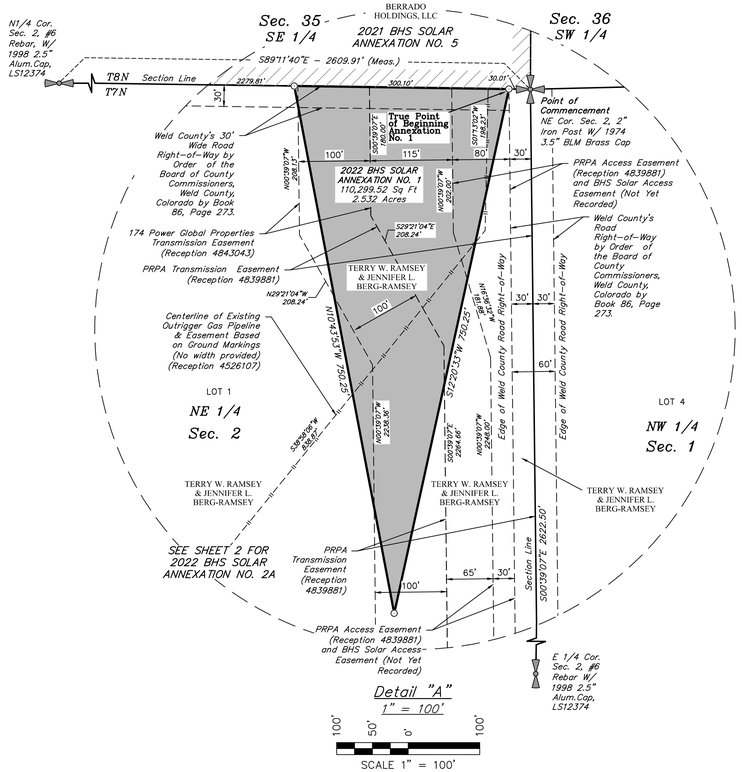
2022 BHS SOLAR ANNEXATION BOUNDARIES 2A AND 2B TOGETHER CONTAIN 176.781 ACRES MORE OR LESS.

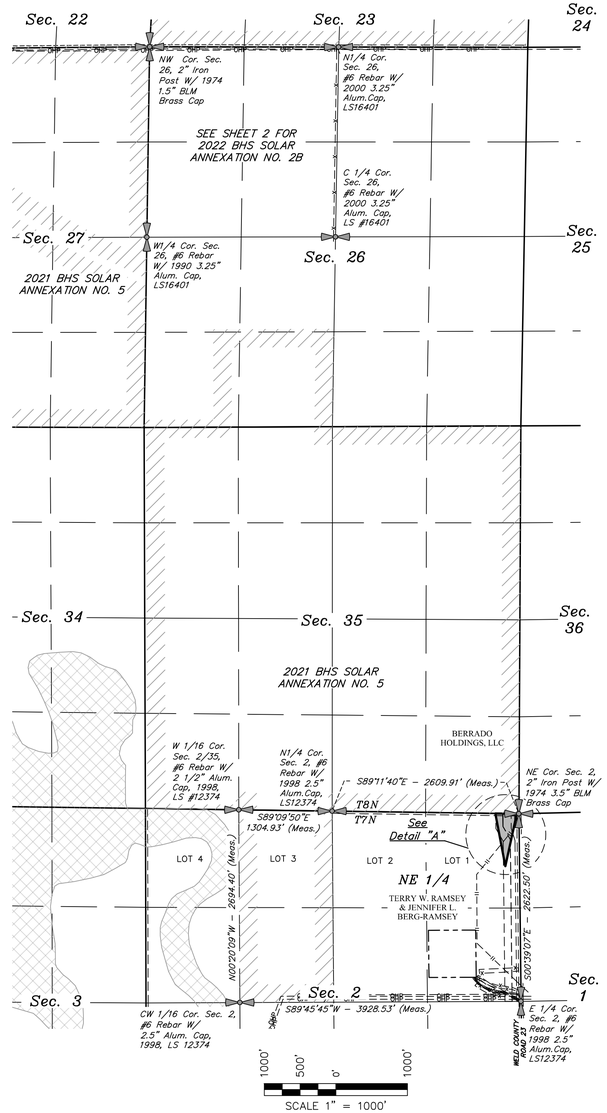
2022 BHS SOLAR ANNEXATION MAP NO. 1

TO THE TOWN OF SEVERANCE
A PORTION OF LOT 1, SECTION 2, T7N, R67W, 6TH P.M.,
2.532 ACRES ±

VICINITY MAP
NOT TO SCALE







TOWN COUNCIL CERTIFICATE

THIS IS TO CERTIFY THAT THE "2022 BHS SOLAR ANNEXATION WAS APPROVED ON THE _____ DAY OF _____, 2022 BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR TOWN COUNCIL MEETING OF SEVERANCE, COLORADO, HELD ON THIS _____ DAY OF _____, 2022 AND THAT THE MAYOR OF THE TOWN OF SEVERANCE ON BEHALF OF THE TOWN OF SEVERANCE HEREBY ACKNOWLEDGE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON."

_____
MAYOR

TOWN ENGINEER'S REVIEW

REVIEWED THIS_____ DAY OF _____, 20____.

_____
TOWN ENGINEER

TOWN PLANNING REVIEW

REVIEWED THIS_____ DAY OF _____, 20____.

_____
TOWN PLANNER

PLANNING COMMISSION APPROVAL

REVIEWED THIS_____ DAY OF _____, 20____.

_____
CHAIRMAN,
SEVERANCE PLANNING COMMISSION

PROPERTY OWNER'S CERTIFICATE – TERRY W. RAMSEY AND JENNIFER L. BERG–RAMSEY

PORTION OF THE E1/2ENE1/4 SECTION 2, T7N, R67W

THE UNDERSIGNED, BEING MORE THAN 50% OF THE LANDOWNER(S) OWNING MORE THAN 50% OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE LAID OUT AND ANNEXED UNDER THE NAME OF 2022, BHS SOLAR ANNEXATION.

FOR AND ON BEHALF TERRY W. RAMSEY AND JENNIFER L. BERG–RAMSEY

BY_____
TERRY W. RAMSEY, REPRESENTATIVE

STATE OF COLORADO)
) SS
COUNTY OF)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS

_____DAY OF_____ , 20_____ .

MY COMMISSION EXPIRES_____ .

WITNESS MY HAND AND SEAL

_____
NOTARY PUBLIC

2022 BHS SOLAR ANNEXATION BOUNDARY 1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 2 BEARS N89°11'40"W; THENCE N89°11'40"W 30.01' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO A POINT ON THE WEST RIGHT–OF–WAY OF COUNTY ROAD 23 AND THE TRUE POINT OF BEGINNING;

THENCE S12°20'33"W 750.25'; THENCE N10°43'53"W 750.25' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE SOUTH BOUNDARY LINE OF 2021 BHS SOLAR ANNEXATION NO. 5; THENCE S89°11'40"E 300.10' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE SOUTH BOUNDARY LINE OF THE 2021 BHS SOLAR ANNEXATION NO. 5 TO THE TRUE POINT OF BEGINNING.

CONTAINS 2.532 ACRES MORE OR LESS.

BASIS OF BEARINGS: NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W.

CONTIGUOUS LENGTH TO THE EXISTING TOWN BOUNDARY = 300.10'
TOTAL PERIMETER OF ANNEXATION BOUNDARY = 1800.60'
ONE–SIXTH (1/6) OF TOTAL ANNEXATION BOUNDARY PERIMETER = 300.10'

SURVEYOR'S CERTIFICATE

I, LOREN K. SHANKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF AND THAT NO LESS THAN ONE–SIXTH (1/6) OF THE PERIMETER OF THE AREA AS SHOWN HEREON IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF SEVERANCE, COLORADO. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.

_____
LOREN K. SHANKS, COLORADO REGISTRATION NO. 28285
FOR AND ON BEHALF OF UINTAH ENGINEERING AND LAND SURVEYING, LLC.

CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAY WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2022 AT _____O'CLOCK ____M

_____
CLERK

SPECIAL DISTRICTS

Subject property lies within the following special districts:

1. Aims Community College
2. High Plains Library District
3. Clearview Library District
4. Northern Colorado Water Conservancy District
5. Weld RE–4 School District
6. Weld RE–9 School District
7. Weld County Government Office
8. West Greeley Conservation District
9. Ault–Pierce Fire Protection District
10. Nunn Volunteer Fire Department District
11. Windsor–Severance Fire Protection District
12. Windsor–Severance Fire Protection District (Bond 2023)
13. Town of Severance

NOTE: No rights–of–way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client. See ALTA plat prepared by this firm for existing easements.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. DATE: 09-16-2022

LEGEND OF SYMBOLS & ABBREVIATIONS

- US PUBLIC LAND SURVEY SECTION CORNER
- US PUBLIC LAND SURVEY QUARTER AND CENTER SECTION CORNER
- DIMENSION CORNER ONLY
- EXISTING TOWN OF SEVERANCE BOUNDARY
- 2022 BHS ANNEXATION BOUNDARY
- FLOOD ZONE A

N

BASIS OF BEARINGS:
NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W AND THE WEST LINE OF THE NW1/4 OF SECTION 26, T8N, R67W BEARS S00°50'14"W AS SHOWN HEREON (GPS OBSERVATION)

2022 BHS SOLAR ANNEXATION MAP NO. 1

A PORTION OF LOT 1, SECTION 2, T7N, R67W, 6th P.M.
TOWN OF SEVERANCE, WELD COUNTY, COLORADO

REVISIONS		
DESCRIPTION	DATE	BY

PROPERTY ENGINEER/SURVEYOR:
UINTAH ENGINEERING & LAND SURVEYING
CIVIL AND STRUCTURAL ENGINEERING AND LAND SURVEYING SERVICES
Regional Office
3313 35th Avenue, Suite B
Evans, Co 80620 (970) 506-1544
Corporate Office
85 South 200 East,
Vernal, UT 84078 (435) 789-1017

PROPERTY OWNER/DEVELOPER:
BHS SOLAR, LLC
300 SPECTRUM CENTER DRIVE
SUITE 1020
IRVINE, CA 92618
(310) 422-6903

Annexation Plat

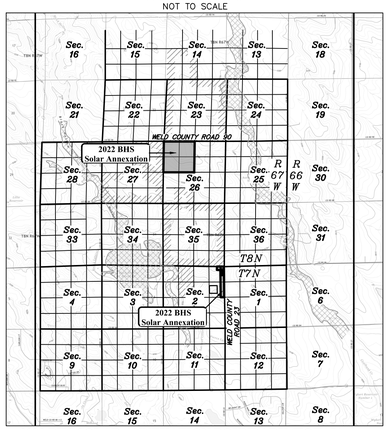
SCALE:	As Shown
DRAWN BY:	L.K.
DATE DRAWN:	09-15-2022
PROJ. NO:	17401-21-0004 WD9
FILE:	H - 2 4 7 6

SHEET
1 OF 2

2022 BHS SOLAR ANNEXATION MAP NO. 2

TO THE TOWN OF SEVERANCE
A PORTION OF THE E1/2 NE1/4, SECTION 2, T7N, R67W, 6TH P.M.
AND A PORTION OF THE NW1/4, SECTION 26, T8N, R67W, 6TH P.M.
176.781 ACRES ±

VICINITY MAP
NOT TO SCALE



2022 BHS SOLAR ANNEXATION BOUNDARY (TOTAL)

2022 BHS SOLAR ANNEXATION BOUNDARY 2A

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 2 BEARS N89°11'40"W; THENCE N89°11'40"W 30.01' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE SOUTHERN BOUNDARY OF THE 2021 BHS SOLAR ANNEXATION NO. 5 TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 AND THE **TRUE POINT OF BEGINNING**.

THENCE S00°39'07"E 2623.05' ALONG THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 PARALLEL AND 30' WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2 TO A POINT ON THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE S89°45'45"W 300.01' ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N00°39'07"W 2328.51' PARALLEL AND 330' WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N89°11'40"W 300.00'; THENCE N00°39'07"W 300.00' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE SOUTHERN BOUNDARY OF THE 2021 BHS SOLAR ANNEXATION NO. 5; THENCE S89°11'40"E 300.00' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE SOUTHERN BOUNDARY OF THE 2021 BHS SOLAR ANNEXATION NO. 5 TO A POINT ON THE WEST BOUNDARY LINE OF THE 2022 BHS SOLAR ANNEXATION NO. 1; THENCE ALONG THE BOUNDARY LINE OF THE 2022 BHS SOLAR ANNEXATION NO. 1 THE FOLLOWING TWO (2) COURSES: (1) S10°43'53"E 750.25'; THENCE (2) N12°20'33"E 750.25' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2 AND THE SOUTHERN BOUNDARY OF THE 2021 BHS SOLAR ANNEXATION NO. 5 AND THE **TRUE POINT OF BEGINNING**.

CONTAINS 17.617 ACRES MORE OR LESS.

BASIS OF BEARINGS: NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W.

CONTIGUOUS LENGTH TO THE EXISTING TOWN BOUNDARY = 1800.50'
TOTAL PERIMETER OF ANNEXATION BOUNDARY = 7652.07'
ONE-SIXTH (1/6) OF TOTAL ANNEXATION BOUNDARY PERIMETER = 1275.35

TOGETHER WITH

2022 BHS SOLAR ANNEXATION BOUNDARY 2B

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 26 BEARS S00°50'14"W; THENCE S00°50'14"W 30.00' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 AND THE **TRUE POINT OF BEGINNING**.

THENCE S89°55'28"E 2641.07' ALONG THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 PARALLEL AND 30' SOUTH OF THE NORTH LINE OF THE NW1/4 OF SAID SECTION 26 AND THE SOUTHERN BOUNDARY OF THE 2021 BHS SOLAR ANNEXATION NO. 5 TO A POINT ON THE EAST LINE OF THE NW1/4 OF SAID SECTION 26; THENCE S00°56'44"W 2624.09' ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 26 TO THE C 1/4 CORNER OF SAID SECTION 26; THENCE S89°54'34"W 2636.23' ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 26 TO THE WEST 1/4 CORNER OF SAID SECTION 26 AND A POINT ON THE EASTERN BOUNDARY LINE OF THE 2021 BHS SOLAR ANNEXATION NO. 5; THENCE N00°50'14"E 2631.66' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 AND THE EASTERN BOUNDARY LINE OF THE 2021 BHS SOLAR ANNEXATION NO. 5 TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 159.164 ACRES MORE OR LESS.

BASIS OF BEARINGS: WEST LINE OF THE NW1/4 OF SECTION 26, T8N, R67W BEARS S00°50'14"W.

CONTIGUOUS LENGTH TO THE EXISTING TOWN BOUNDARY = 5272.73'
TOTAL PERIMETER OF ANNEXATION BOUNDARY = 10533.05'
ONE-SIXTH (1/6) OF TOTAL ANNEXATION BOUNDARY PERIMETER = 1,755.51'

2022 BHS SOLAR ANNEXATION BOUNDARIES 2A AND 2B TOGETHER CONTAIN 176.781 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, LOREN K. SHANKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF AND THAT NO LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA AS SHOWN HEREON IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF SEVERANCE, COLORADO. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.

LOREN K. SHANKS, COLORADO REGISTRATION NO. 28285
FOR AND ON BEHALF OF UINTAH ENGINEERING AND LAND SURVEYING, LLC.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
DATE: 09-16-2022

TOWN COUNCIL CERTIFICATE

THIS IS TO CERTIFY THAT THE "2022 BHS SOLAR ANNEXATION WAS APPROVED ON THE _____ DAY OF _____, 2022 BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR TOWN COUNCIL MEETING OF SEVERANCE, COLORADO, HELD ON THIS _____ DAY OF _____, 2022 AND THAT THE MAYOR OF THE TOWN OF SEVERANCE ON BEHALF OF THE TOWN OF SEVERANCE HEREBY ACKNOWLEDGE SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON."

_____
MAYOR

PROPERTY OWNER'S CERTIFICATE – TERRY W. RAMSEY AND JENNIFER L. BERG–RAMSEY

PORTION OF THE E1/2NE1/4 SECTION 2, T7N, R67W

THE UNDERSIGNED, BEING MORE THAN 50% OF THE LANDOWNER(S) OWNING MORE THAN 50% OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE LAID OUT AND ANNEXED UNDER THE NAME OF 2022, BHS SOLAR ANNEXATION.

FOR AND ON BEHALF TERRY W. RAMSEY AND JENNIFER L. BERG–RAMSEY

BY_____
_____ TERRY W. RAMSEY, REPRESENTATIVE

STATE OF COLORADO)
) SS
COUNTY OF)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS

_____DAY OF_____, 20_____.

MY COMMISSION EXPIRES_____.

WITNESS MY HAND AND SEAL

_____
NOTARY PUBLIC

PROPERTY OWNER'S CERTIFICATE – SPABS LLC

PORTION OF THE NW1/4 SECTION 26, T8N, R67W

THE UNDERSIGNED, BEING MORE THAN 50% OF THE LANDOWNER(S) OWNING MORE THAN 50% OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAID LAND TO BE LAID OUT AND ANNEXED UNDER THE NAME OF 2022, BHS SOLAR ANNEXATION.

FOR AND ON BEHALF OF SPABS LLS

BY_____
SPABS LLC, REPRESENTATIVE

STATE OF COLORADO)
) SS
COUNTY OF)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS

_____DAY OF_____, 20_____.

MY COMMISSION EXPIRES_____.

WITNESS MY HAND AND SEAL

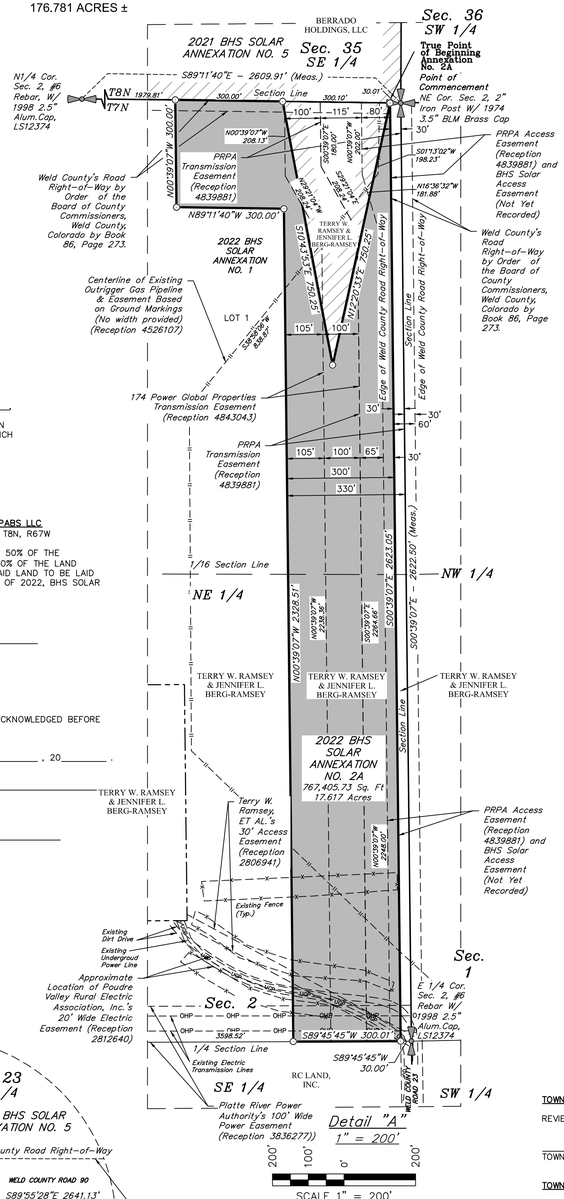
_____
NOTARY PUBLIC

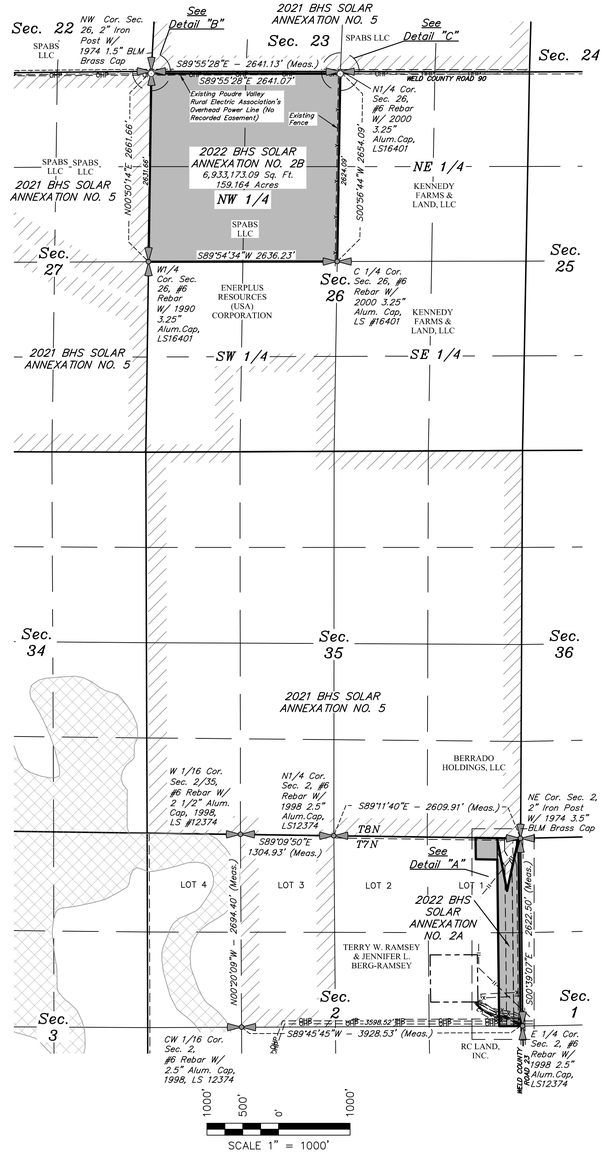
SPECIAL DISTRICTS

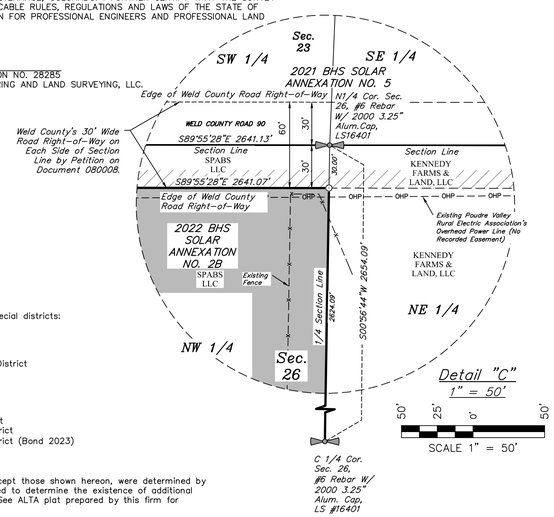
Subject property lies within the following special districts:

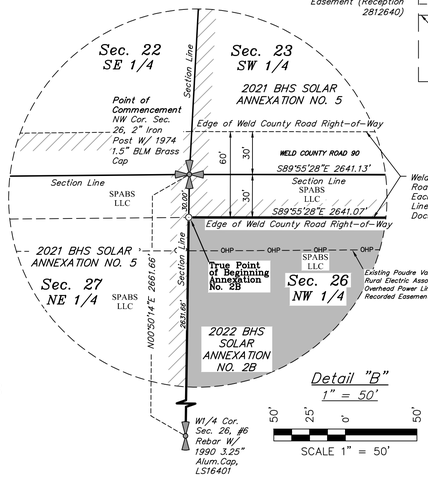
1. Aims Community College
2. High Plains Library District
3. Clearview Library District
4. Northern Colorado Water Conservancy District
5. Weld RE–4 School District
6. Weld RE–9 School District
7. Weld County Government Office
8. West Greeley Conservation District
9. Ault–Pierce Fire Protection District
10. Nunn Volunteer Fire Department District
11. Windsor–Severance Fire Protection District
12. Windsor–Severance Fire Protection District (Bond 2023)
13. Town of Severance

NOTE: No rights–of–way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client. See ALTA plat prepared by this firm for existing easements.









TOWN ENGINEER'S REVIEW

REVIEWED THIS_____ DAY OF _____, 20____.

_____
TOWN ENGINEER

TOWN PLANNING REVIEW

REVIEWED THIS_____ DAY OF _____, 20____.

_____
TOWN PLANNER

PLANNING COMMISSION APPROVAL

REVIEWED THIS_____ DAY OF _____, 20____.

_____
CHAIRMAN,
SEVERANCE PLANNING COMMISSION

CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAY WAS FILED IN MY OFFICE ON THIS_____ DAY OF _____, 2022 AT _____O'CLOCK ____M

_____
CLERK

LEGEND OF SYMBOLS & ABBREVIATIONS

- US PUBLIC LAND SURVEY SECTION CORNER
- US PUBLIC LAND SURVEY QUARTER AND CENTER SECTION CORNER
- ⊙ DIMENSION CORNER ONLY
- EXISTING TOWN OF SEVERANCE BOUNDARY
- 2022 BHS ANNEXATION BOUNDARY
- FLOOD ZONE A

N

BASIS OF BEARINGS:
NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W AND THE WEST LINE OF THE NW1/4 OF SECTION 26, T8N, R67W BEARS S00°50'14"W AS SHOWN HEREON (GPS OBSERVATION)

2022 BHS SOLAR ANNEXATION MAP NO. 2

A PORTION OF LOT 1, SECTION 2, T7N, R67W, 6th P.M.
AND A PORTION OF THE NW1/4, SECTION 26, T8N, R67W, 6th P.M.
TOWN OF SEVERANCE, WELD COUNTY, COLORADO

REVISIONS		
NO.	DATE	BY

PROPERTY ENGINEER/SURVEYOR:

UINTAH ENGINEERING & LAND SURVEYING

CIVIL AND STRUCTURAL ENGINEERING AND LAND SURVEYING SERVICES

Regional Office
3313 35th Avenue, Suite B
Evans, Co 80620 (970) 506-1544
Corporate Office
85 South 200 East,
Vernal, UT 84078 (435) 789-1017

PROPERTY OWNER/DEVELOPER:

BHS SOLAR, LLC

300 SPECTRUM CENTER DRIVE
SUITE 1020
IRVINE, CA 92618
(310) 422-6903

Annexation Plat

SCALE: As Shown	
DRAWN BY: L.K.	
DATE DRAWN: 09-15-2022	
PROJ. NO: 17401-21-0004	WD9
FILE:	H - 2 4 7 6

SHEET
2 OF 2

Town of Severance Review Comments

Date: 6.9.22 - Submittal Date

Project Name/Contact: BHS Solar Site Annex/ Jeremy Call North

Project Address: of SH 14 East of WCR 19

Customer 265 – Black Hollow Solar

Review Number: 1st Submittal

Project Coordinator: Abdul Barzak, Town Planner

Recipients:

- ☒ MANAGEMENT
- ☒ PLANNING
- ☒ ENGINEERING
- ☒ TRAFFIC
- ☒ TOWN ATTORNEY
- ☒ PUBLIC WORKS
- ☒ POLICE
- ☒ BUILDING
- ☐ OTHER

Project Coordinator – Abdul Barzak, Town Planner, Town of Severance

Item 3	Items to be addressed prior to Public Hearings	Resolved?
Notes	- Annexation Map to be revised (See Engineering/Legal/Planning Comments) - Zoning Map to be separated from Annexation Map and revised (See Engineering/Legal/Planning Comments) - Legal Must approve Annexation Petition and Annexation Agreement	☒ YES ☐ NO ☐ SEE ATTACHED
Applicant Response	1. Annexation map has been revised and submitted to the Town 8/24/2022. See redlines for how each comment was addressed. 2. A separate zoning map has been prepared and submitted to the Town 8/24/2022. 3. The 2022 Annexation Petition has been signed by the participating landowners. The final draft of the 2022 Annexation Agreement has been approved by the participating landowners and Keith Martin; the landowners are holding off on signing until the Town Council approves.	

Town Engineering – Brad Curtis, PE, Northern Engineering		
Notes	Maps have been finalized, Annexation Petition and Annexation Agreement have been reviewed and approved by Town Staff and Town Legal.	

Item 1	**Map Clean Up**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Remove color from drawings.	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 2	**Map Clean Up**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Adjust format to be landscape versus portrait.	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 3	**See Civil and Legal Redlines**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Incorporate updates and recommendations from Engineering and Attorney regarding certification blocks and necessary notes and callouts	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 4	**Map Clean Up**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Differentiate linework on all sheets to clearly show existing Severance Town boundaries, annexed property boundaries, and contiguous property boundaries with dimensions.	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 5	**Map Clean Up**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Use subtle hatching and gray linework to fade back section line details or other elements.	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 6	**Map Clean Up**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Identify existing on-site features or easement areas, as appropriate.	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	

Notes	Map has been finalized	

Town Attorney – Keith Martin, Attorney, Hayashi & Macsalka, LLC

Item 1	**2022 BHS Solar Annexation Map**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Remove all depictions of and references to "portion of 2021 BHS Solar Annexation No. 5 to be removed" from all sheets	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 2	**2022 BHS Solar Annexation Map**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Remove all references to "Zoning" from map title and "Parcel Zoning Table" from all sheets	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 3	**2022 BHS Solar Annexation Map**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	See annotated map with comments.	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	
Item 4	**2022 BHS Solar Annexation Zoning Map**	**Resolved?** ☒ YES ☐ NO ☐ SEE ATTACHED
Notes	Will need a separate map prepared and submitted that complies with zoning map submittal requirements set forth in SMC Sec. 16.3.80(c)(2)(e).	
Applicant Response	Map has been revised and resubmitted to the Town on 8/24/2022.	
Notes	Map has been finalized	

From:	Hice-Idler - CDOT, Gloria
To:	Abdul Barzak
Cc:	Timothy Bilobran - CDOT; Allyson Young - CDOT; Heather Perkins - CDOT
Subject:	BHS Solar/Town of Severance/Various
Date:	Tuesday, June 14, 2022 8:17:37 AM
Attachments:	image001.png

CDOT has no comment regarding the annexation and zoning. The applicant will be responsible for obtaining an utility permit whenever crossing any state highway and an access permit if a driveway is needed from a state highway onto private property.

Gloria Hice-Idler
Rocksol Consulting

[redacted]

10601 W. 10th Street, Greeley, CO 80634
[redacted] | www.codot.gov | www.cotrip.org

Loup Reservoir Company

c/o Weld RE-4 School District
180 North 8th Street
Windsor, CO 80550
Email: LoupReservoirCompany@gmail.com
Phone: 970-302-2668

June 20, 2022

Abdul Barzak
Assistant Town Planner
Town of Severance
PO Box 339
Severance, CO 80546

Re: Dreiling Annexation & Zoning

The Loup Reservoir Company ("Ditch Company") has received a referral from the Town of Severance ("Town") for the above-referenced application for annexation.

The Ditch Company owns and operates a ditch and reservoir system with decreed water rights for drainage flows captured by the system. The proposed project appears to be located on property from which, at least in part, water historically drains into the Ditch Company's system.

As such, the Company received notice of the proposed project and, at this time and upon its review, the Company has not identified an issue upon which to comment.

We request the Town of Severance keep us on the referral list for the proposed project in case it evolves in such a way as to change the Company's assessment. The Town or developer may contact me with any questions or concerns.

Sincerely,

Julie Rothe

Julie Rothe, General Manager
Executive Board Member
Loup Reservoir Company

From: Christine Lutz
To: Abdul Barzak
Cc: Kimberly Lambrecht; Mark Price
Subject: RE: BHS Solar Annexation & Zoning (REVISED) (Town of Severance Planning Referral)
Date: Wednesday, October 5, 2022 5:12:03 PM
Attachments: image001.png
image003.png

Hello Abdul,

The Town of Windsor has reviewed the application materials provided for the BHS Solar Annexation & Zoning (Revised) project. The subject property is outside the Town's Growth Management and Community Influence areas, therefore we have no comment.

Thank you for the opportunity to review the project.

Have a great evening,

Chrissy

Christine Lutz
Planning Technician
Windsor Town Hall | Community Development Dept.
301 Walnut St. | Windsor, CO 80550
[redacted] | www.windsorgov.com

Your patience is appreciated while we are experiencing a high volume of incoming work being processed.
You may find some of your answers by going to the website and referring to the Planning page and FAQ's or the Municipal Code .

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Tuesday, September 27, 2022 7:17 PM
To: Nicholas Wharton <nwharton@townofseverance.org>; Lindsay Radcliff Coombes <lcoombes@townofseverance.org>
Cc: [redacted]

TOWN OF PIERCE
144 Main, PO Box 57
Pierce, CO 80650
Phone: 970-834-2851
Fax: 970-834-2755

July 7, 2022

Abdul Barzak/Town of Severance Planner
BHS Solar/ Erin Bibeau
Julie Capp/ Logan Simpson

I am responding on behalf of the Town of Pierce regarding an annexation and site plan application for the BHS Solar Project submitted to the Town of Severance on June 9, 2022. The Town of Pierce received an email regarding this project on June 24, 2022.

The primary concern with this project is the planned use of CR90 from CR29 east to US85 as "Route B" of the construction haul routes identified in Figure 2 of the traffic plan. The Planning Commission requests that the designation of the Route be changed to Route D. The Town of Pierce is scheduled to complete a paving project on that section of CR 90 this fall, which coincides with the anticipated start of construction of the NHS Solar Project for the 3rd quarter of 2022. Increased truck traffic on this road could unnecessarily delay the paving and cause unforeseen damage to the newly paved road. This section of CR 90 is also directly adjacent to the Weld RE-9 Elementary School in Pierce. Increased traffic may impact the drop-off/pick-up of children at that school. The CR 90 concerns are directly tied to other concerns previously expressed to the Town of Severance by former Town of Pierce Mayor Nansi Crom. Those concerns include a lack of transparency concerning details of the project and the short notice in which to review plans and submit responses.

I received the email on June 24, 2022 with a deadline of responding by July 10, 2022, which left only 8 business days to respond. A special Planning Commission meeting had to be called to review the project. The package reviewed included a letter to Mr. Ring of the Weld RE-9 School District dated April 6, 2022. The email stated that a package was submitted to the Town on Thursday, June 9, 2022. This was never received.

The Town of Pierce should be identified and respected as a stakeholder of this project as the northeastern edge of the proposed annexation is approximately 3.05 miles from the Town limits of Pierce.

The Town of Pierce was never formally approached about the possibility of annexation opportunities or the significant revenue from a project of this size. Again, these concerns were expressed by the former Mayor at a public hearing of the first annexation last year.

As it was impossible to read hundreds of pages of documentation provided in 8 business days, the Town of Pierce requests immediate notification of scheduled public hearings for this project. Please notify me of any other communications regarding this project.

Regards,

Kristina Duran
Kristina Duran
Town Clerk
Town of Pierce

August 4, 2022

Kristina Duran, Town Clerk
Town of Pierce
144 Main Street
PO Box 57
Pierce, CO 80650

Dear Ms. Duran,

BHS Solar, LLC (BHS Solar) appreciates the comments you provided in your July 7, 2022, letter to Abdul Barzak, Town Planner for the Town of Severance, the "Pierce Comments", regarding the BHS Solar Project (Project) annexation and site plan application.

On July 28, 2022, Town of Pierce Mayor Julie Lukela and Pierce Planning Chair Martha Harold held an online meeting with Doug Carter and Taylor Henderson who represented BHS Solar regarding the Pierce Comments and clarified the following items:

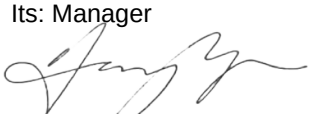
1. The Project will not start construction until sometime in 2023, likely in the second or third quarter and consequently will not impact Pierce's CR 90 paving project scheduled to be completed by the end of 2022.
2. Pierce and BHS Solar will reasonably work together to establish traffic control procedures (the "School Traffic Safety Procedures") that will be enacted during drop off and pick up times at Highland Elementary School (Weld RE-9 Elementary School) that may include flagman operations and other control procedures for the safety of the community. The School Traffic Safety Procedures will be a condition precedent to the Town of Severance issuing a building permit to BHS Solar.
3. Pierce and BHS Solar will enter into a Road Maintenance Agreement similar to the attached Weld County Road Maintenance agreement, whereby BHS Solar will perform road repairs as required by the agreement. The Road Maintenance Agreement will be a condition precedent to the Town of Severance issuing a building permit to BHS Solar.
4. It is the Town of Pierce and BHS Solar's intent to sign the School Traffic Safety Procedures and the Road Maintenance Agreement by the end of 2022.

Lastly, BHS Solar regrets past miscommunications, especially annexation opportunities, and will endeavor to improve the timing and methods of communication. Pierce is a key stakeholder and BHS Solar welcomes additional comments from Pierce. BHS Solar appreciates coordinating with you to resolve concerns about the Project.

Respectfully,

BHS Solar, LLC

By: Hanwha Energy USA Holdings Corporation
Its: Manager



Henry Yun
CEO and President

From: Abdul Barzak
To: [redacted]; ebibeau@logansimpson.com; JCapp@LOGANSIMPSON.COM
Cc: Pierce Planning
Subject: RE: Response to Annexation Plan Application for BHS Solar
Date: Wednesday, July 13, 2022 7:45:00 AM
Attachments: image003.png

Good morning,
Thank you for providing comment. Public outreach is a pivotal part of the review process and Town staff takes your comment seriously. Town staff will continue to review and reach out with any questions. Your comments will be forwarded to the applicant. Additionally, your comment will be presented to both the Planning Commission and Town Council.

I did want to provide some clarity and apologize for any confusion relating to this project. The Applicant of the BHS Solar Annexation/Zoning/Site Plan submitted the application to the Town of Severance on June 9, 2022. Town staff then sent out referrals to all stakeholders including the Town of Pierce on June 10, 2022 and did ask for any and all comments to be received by July 10, 2022. I do apologize as I understand July 10th is a Sunday, that is a misstep on my behalf. The referral notice was sent out by the Town as a courtesy intended to allow for a review period prior to public hearings as this proposed project has not been scheduled for public hearings at this time. Once the project is scheduled for public hearings the Town will notify per the Municipal Code as well as following all state statue requirements regarding annexation. I do apologize for any miscommunication as I have been made aware that the applicant also sent out letters (email) as a courtesy to keep all stakeholders aware of the project on June 24th, I believe this is where the miscommunication lies.

Noted is the concern of the proposed use of CR90 and CR29 as stated in the TIS. Town Staff will continue to review the project and TIS. I have also asked the applicant to respond directly to your comments and will pass those along as they are received. As mentioned above Town staff will present your letter to both the Planning Commission and Town Council. Please feel free to reach out with any questions. My direct line is 970-692-1556

Thank you,

Abdul Barzak
Town Planner
Direct Line: 970-692-1556
Office: 970-686-1218

TOWN PRIDE through Leadership, Service and Collaboration.

Confidentiality Notice: This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. If you have received this communication in error, please immediately notify sender by return e-mail and destroy the communication. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachments by anyone other than the named recipient is strictly prohibited.

From: tduran [redacted]
Sent: Friday, July 8, 2022 10:21 AM
To: ebibeau@logansimpson.com; JCapp@LOGANSIMPSON.COM; Abdul Barzak <abarzak@townofseverance.org>
Cc: Pierce Planning [redacted]
Subject: Response to Annexation Plan Application for BHS Solar

If you have any questions, please feel free to contact me. Thank you.

Kristina Duran
Kristina Duran, CMC
Town Clerk
Town of Pierce

From: Pierce Planning
To: Abdul Barzak; bcurtis@northernengineering.com
Cc: Doug Carter; tduran; Pierce Mayor; Mike Lester
Subject: Annexation Plan foe Black Hollow Solar Project and CR 90
Date: Thursday, September 22, 2022 11:52:48 AM

Abdul -

I wanted to reach out to you on behalf of the Town of Pierce Planning Commission concerning the Black Hollow Solar Project and planned use of CR 90 as a haul route.

In previous communications and discussions with Doug Carter, the Town of Pierce has expressed its concerns about the use of CR90 as a haul route for the project. Mr. Carter recommended a "road maintenance agreement" to cover those concerns. I recently met with Brad Curtis, who is Pierce's Town Engineer, but as you know, extremely familiar with the project, to discuss the CR90 concerns and a potential agreement.

The purpose of this email is to pull everyone "into the loop" concerning the proposed agreement, but more importantly to recommend that Brad Curtis and the Town of Severance's Transportation Engineer for the project (I believe it is JR Engineering) and Doug Carter, representing the Project Owner, take over these discussions and if required, draft an agreement between the respective parties. The key concerns to be addressed are:

- Potential damage to the newly paved CR 90
- Overweight/Oversized loads prohibited on CR 90 because of bridge issues
- Traffic control around Highland Elementary School
- Eliminate CR 31 as a haul route

Please forward this email to the Town of Severance's Transportation Engineer and anyone else you feel should be apprised of this matter.

I look forward to Brad keeping the Pierce Planning Commission and Town apprised of the discussions and potential agreement.

Doug has been extremely helpful in communicating the upcoming events of the project for the Town of Severance.

Please reach out if you have any further questions or concerns.

Regards,
Martha J. Harold
Chair, Town of Pierce Planning
[redacted]

From: Sandi Friedrichsen
To: Abdul Barzak
Subject: RE: BHS Solar Annexation/Zoning/Site Plan (Town of Severance Planning Referral)
Date: Wednesday, July 13, 2022 11:38:11 AM
Attachments: image003.png
image004.png

1. We will need some designated fire lanes around the groups of arrays. In the submitted plans, it appears that they are huge groupings with no way to get into the center of the arrays if there were to be a fire or an emergency.
2. Gates will be required to have Knox Box key switches or padlocks depending on the type of gate
3. A sign at the entrances with address, and contact information on it will be required…looking much like the Oil and Gas site signs
4. As far as the annexation portion of this review, Chief Kazian is handling that and I believe that he has been in contact with the appropriate people in regard to that. Please let me know if this isn't the case and I will get the information to you that is needed, (ie inclusion paperwork etc…)
5. Will there be any batteries on-site or is all of the energy being sent off-site?
6. Any building will need to have fire extinguishers, signage for any hazmat, and any other signage that would be required based on what the building is being used for.
7. We would like to see some lighting by any of the buildings and entrances as well.
8. Vegetation will need to be kept to a minimum around the arrays to reduce the potential of fires
9. Any changes to layouts or additions of buildings or items will need to be reviewed by the fire dist prior to being done
10. Any buildings over 5,000 sf are required to be fire sprinklered
11. Locations of emergency shut-off switches must be visibly marked

Sandra Friedrichsen
Fire Marshal
Windsor Severance Fire Rescue
100 7th Street - Windsor, CO 80550
Office Hours Monday - Thursday 0700-1700
[redacted]
www.wsfr.us

**See our Construction & Development Procedures Guide for information on our construction and development requirements. **

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Friday, June 10, 2022 9:41 AM
To: Nicholas Wharton <nwharton@townofseverance.org>; Lindsay Radcliff Coombes <lcoombes@townofseverance.org>

From: Sandi Friedrichsen
To: Abdul Barzak
Subject: BHS Annexation- Chief Kazian Response
Date: Tuesday, October 4, 2022 11:59:24 AM
Attachments: image001.png

Here is the response from Chief Kazian on the BHS annexation materials that you just sent us. Please let me know if you need any other information from us or have any questions. I do not have any additional comments on the annexation at this time.

Sandra Friedrichsen
Fire Marshal
Windsor Severance Fire Rescue
100 7th Street - Windsor, CO 80550
Office Hours Monday - Thursday 0700-1700
[redacted]
www.wsfr.us

Fire Marshal

**See our Construction & Development Procedures Guide for information on our construction and development requirements. **

Windsor Severance Fire Rescue has an IGA with the Town of Severance that stipulates all property located in the town limits will be annexed into Windsor Severance Fire Protection District (WSFPD). This project currently involves 2 other Fire Districts. It is WSFR's expectation that this project is contingent on making an application for inclusion into WSFPD immediately upon getting favorable approval from the Severance Town Board. This will allow us to be in compliance with our IGA as well as give us a better ability as to who should be providing the site plan reviews and fire code application. Having a project with multiple jurisdictions is not preferred and creates challenges for the fire agencies and the property owners/operators.

WSFR Board will be ready to consider an application for inclusion at whatever time this project warrants and can assist in any procedural needs if requested.

Kris Kazian
Fire Chief
Windsor Severance Fire Rescue
100 7th Street – Windsor, CO 80550
[redacted]
www.wsfr.us

Sandra Friedrichsen
Fire Marshal
Windsor Severance Fire Rescue
Comments on the BHS Solar, LLC Annexation and Site Plan Application

1. We will need some designated fire lanes around the groups of arrays. In the submitted plans, it appears that they are huge groupings with no way to get into the center of the arrays if there were to be a fire or an emergency.
   BHS Solar Response: The final engineering and design for the solar arrays is in progress and will not be complete until the Project is fully permitted. BHS Solar will work with the Windsor Severance Fire District to ensure adequate fire lanes are provided.
2. Gates will be required to have Knox Box key switches or padlocks, depending on the type of gate.
   BHS Solar Response: Knox Box key switches or padlocks will be installed at gates.
3. A sign at the entrances with address and contact information on it will be required, looking much like the Oil and Gas site signs.
   BHS Solar Response: Appropriate signs for the Project will be installed at entrances.
4. As far as the annexation portion of this review, Chief Kazian is handling that and I believe that he has been in contact with the appropriate people in regard to that. Please let me know if this isn't the case and I will get the information to you that is needed, (i.e., inclusion paperwork etc.).
   BHS Solar Response: BHS Solar will continue to coordinate with Chief Kazian regarding annexation of the Project into the Town of Severance. Thank you for your offer of assistance.
5. Will there be any batteries on-site or is all of the energy being sent off-site?
   BHS Solar Response: The Project will include Battery Energy Storage System (BESS) facilities.
6. Any building will need to have fire extinguishers, signage for any hazmat, and any other signage that would be required based on what the building is being used for.
   BHS Solar Response: Fire extinguishers, hazmat and other appropriate signage will be installed in the small onsite Operations and Maintenance (O&M) building.
7. We would like to see some lighting by any of the buildings and entrances as well.
   BHS Solar Response: Downward shielded motion activated security lighting will be installed at the O&M building and entrances.
8. Vegetation will need to be kept to a minimum around the arrays to reduce the potential of fires.
   BHS Solar Response: Low growth vegetation will be allowed to re-establish under the solar arrays. Weeds will be controlled per the Property Management Plan for the Project.
9. Any changes to layouts or additions of buildings or items will need to be reviewed by the Fire District prior to being done.
   BHS Solar Response: Any changes or improvements to the approved and permitted Construction Plan will be made available to the Fire District for review.
10. Any buildings over 5,000 sf are required to be fire sprinklered.
    BHS Solar Response: No buildings larger than 5,000 square feet are planned for the Project.
11. Locations of emergency shut-off switches must be visibly marked.
    BHS Solar Response: Emergency shut-off switches will be visibly marked and communicated to the Fire District.

From: Heather S Alderman
To: Abdul Barzak
Subject: RE: BHS Solar Annexation & Zoning (REVISED) (Town of Severance Planning Referral)
Date: Wednesday, September 28, 2022 8:03:54 AM
Attachments: image002.png
image004.png

We do not have comments.

Thanks,
Heather

Heather S. Alderman
Project Hydrologist
Paragon Consulting Group, Inc.
1103 Oak Park Drive, Suite 110
Fort Collins, Colorado 80525
[redacted]

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From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Tuesday, September 27, 2022 8:17 PM
To: Nicholas Wharton <nwharton@townofseverance.org>; Lindsay Radcliff Coombes <lcoombes@townofseverance.org>
Cc: [redacted]

From: Michael McCullar
To: Abdul Barzak
Subject: Re: BHS Solar Annexation & Zoning (REVISED) (Town of Severance Planning Referral)
Date: Wednesday, September 28, 2022 8:06:26 AM
Attachments: image003.png
image005.png

---

no comments

Michael McCullar, Chief Operating Officer
Weld RE4 School District
[redacted]
180 North 8th Street
Windsor, CO 80550
www.weldre4.org

On Tue, Sep 27, 2022 at 7:16 PM Abdul Barzak <abarzak@townofseverance.org> wrote:

> Hello,
>
> Please review BHS Solar Annexation & Zoning (REVISED) at the link below. The applicant at this time is only looking to Annex and Zone the property and will be submitting for a Site Plan at a later date if approved. At the link below please see the REVISED Annexation Map and Zoning Map.
>
> STAKEHOLDER - BHS Solar Annexation & Zoning
>
> Please reply to this email by **October 21st**. **PLEASE NOTE: If no response is received, such lack of response shall be considered a "no comment" response.** All comments that are received will be forwarded to the applicant and/or the applicant's representative. Your attention to this review is appreciated.
>
> Please feel free to email or call if you have any questions
>
> Thank you,

From: Ethan Cozzens
To: Abdul Barzak
Cc: Dale Trowbridge
Subject: RE: BHS Solar Annexation & Zoning (REVISED) (Town of Severance Planning Referral)
Date: Wednesday, September 28, 2022 3:44:08 PM
Attachments: image001.png
image003.png

Hello Abdul,

No impact on our structures. No need for further review.

Thank you,

Ethan Cozzens
General Manager
The New Cache La Poudre Irrigating Company
33040 Railroad Ave.
P.O. Box 104
Lucerne, CO 80646
[redacted]

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Tuesday, September 27, 2022 7:17 PM
To: Nicholas Wharton <nwharton@townofseverance.org>; Lindsay Radcliff Coombes <lcoombes@townofseverance.org>
Cc: [redacted]

Abdul Barzak

From: Jared Rauch <jaredr@nwcwd.org>
Sent: Friday, September 30, 2022 2:39 PM
To: Abdul Barzak
Cc: Nicholas Wharton; Lindsay Radcliff Coombes
Subject: RE: BHS Solar Impact Report

Hi Abdul,

Thanks for sending this over. We don't have any updated comments at this time.
Please reach out if you need anything else.

Thanks,

Jared Rauch
Development Review Engineer

North Weld County Water District
PO Box 56 ~ 32825 WCR 39
Lucerne, CO 80646
Office: (970) 356-3020
Cell: (970) 415-1357

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Tuesday, September 20, 2022 9:52 AM
To: Jared Rauch <jaredr@nwcwd.org>
Cc: Nicholas Wharton <nwharton@townofseverance.org>; Lindsay Radcliff Coombes <lcoombes@townofseverance.org>
Subject: BHS Solar Impact Report

Good Morning,

I wanted to reach out as Town Staff prepares an Impact Report for the 2022 BHS Solar Annexation. At the request of the applicant the annexation and zoning has been separated from the Site Plan process. The applicant will look to take the 2022 BHS Solar Annexation and Zoning only before Town Council to begin the process with a Substantial Compliance hearing on September 27, 2022. This will put the Annexation and Zoning only before the Planning Commission on October 19, 2022 and before Town Council for approval on November 8, 2022. Similar to last year's process the Town will not record the annexation with the county until the Site Plan process has gone through a separate set of public hearings with the Town that have yet to be scheduled.

COLORADO
Parks and Wildlife
Department of Natural Resources
Northeast Regional Office
6060 Broadway
Denver, CO 80216
P 303.291.7227

September 13, 2022

Mr. Abdul Barzak
Town Planner at the Town of Severance
3 South Timber Ridge Parkway
Severance, CO 80550
abarzak@townofseverance.org

RE: CPW's Comments on the 2022 Black Hollow Solar Site Plan Application (T8N, R67W, S35)

Dear Mr. Barzak,

Thank you for the opportunity for Colorado Parks and Wildlife (CPW) to comment on the proposed Black Hollow Solar Project (Project) located within the Town of Severance (Town). It is our understanding that this Project's Site Plan (developed by 174 Power Global and Logan Simpson = Applicants) consists of an approximately 1,362-acre (roughly 250 megawatts) solar facility across 2,163 acres located north to east of Black Hollow Reservoir. This Project will include photovoltaic solar arrays, an electric collection system, a new substation and switchyard, a short segment of transmission line, a Battery Energy Storage System, and other appurtenant equipment that will begin construction Q2 2023 with a Q4 2024 commercial operation date. We recognize renewable energy development is important to meeting the State's greenhouse gas reduction goals and improves our climate resiliency.

CPW appreciates that the Applicants have consulted with CPW over the last two years. This consultation can lead to a responsibly-developed project that works toward achieving State of Colorado solar goals[1], while protecting sensitive wildlife species, habitats, and time frames. Our discussions have focused on specific ways to avoid, minimize and mitigate the impacts on the wildlife species in the vicinity of this Project, specifically to develop strategies to minimize impacts to raptors, big game winter habitat and movement corridors, and black-tailed prairie dog colonies in the area. CPW also appreciates that the Applicants modified the original design to allow for four wildlife movement corridors at least 300 feet wide, and the substation is located farther away (east) from Black Hollow Reservoir.

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://energyoffice.colorado.gov/climate-energy/ghg-pollution-reduction-roadmap

Heather Dugan, Acting Director, Colorado Parks and Wildlife • Dan Prenzlow, 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, and to promote a variety of recreational opportunities throughout Colorado. 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 data[2] and scientifically-backed best management practice recommendations to help developers with the siting process to minimize any impacts.

This 1,362-acre solar facility is located within the following CPW-mapped HPHs:

- Mule Deer Severe Winter Range (350.86 Project acres; 25.76%) and Pronghorn Winter Concentration Area (938.52 Project acres; 68.91%) polygons (as shown in Appendix A).

We recommend the following for the Applicant's consideration to reduce impacts to wildlife:

- CPW recommends that construction activity occurs between May 1 and November 30, avoiding the big game severe winter range dates of December 1 to April 30.
    - If construction must take place during the winter range time frame, we recommend that construction activities take place between the hours of 7 a.m. and 5 p.m. to reduce disturbance to wintering big game.
- CPW is aware that the Project area will include security fencing. For specific wildlife exclusion fencing specifications, CPW recommends that any installed fencing should be eight feet in height, have round-capped posts (e.g., so wildlife aren'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.
- CPW recommends that other non-security fencing is kept to a minimum. Where such fencing is required, please use wildlife-friendly fencing specifications as described in CPW's document entitled "Fencing with Wildlife in Mind".
- CPW recommends that the solar facility is checked weekly (or escape structures are installed inside the fenced area) to allow deer and pronghorn to escape if one becomes trapped within the facility.
- CPW requests that security lighting is kept to a minimum and ideally motion sensor lights are installed. It is important to avoid lighting the riparian corridors along the sides of the project.
- If construction is slated from March 15 to July 15, please complete pre-construction nesting surveys for songbirds, Burrowing Owls, and ground- or tree-nesting raptors[3] within the Project area or in the immediate vicinity (e.g., their buffers may extend into the Project area).
- Install bird diverters on the new collector lines constructed east of Black Hollow Reservoir.

CPW appreciates the opportunity to review this project and provide comments and recommendations to avoid and minimize impacts to wildlife resources. If the timing or scope

[2] https://www.arcgis.com/home/item.html?id=190573c5aba643a0bc058e6f7f0510b7
[3] https://cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/Raptor-Buffer-Guidelines.pdf

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

Mark Leslie
Northeast Regional Manager

cc:

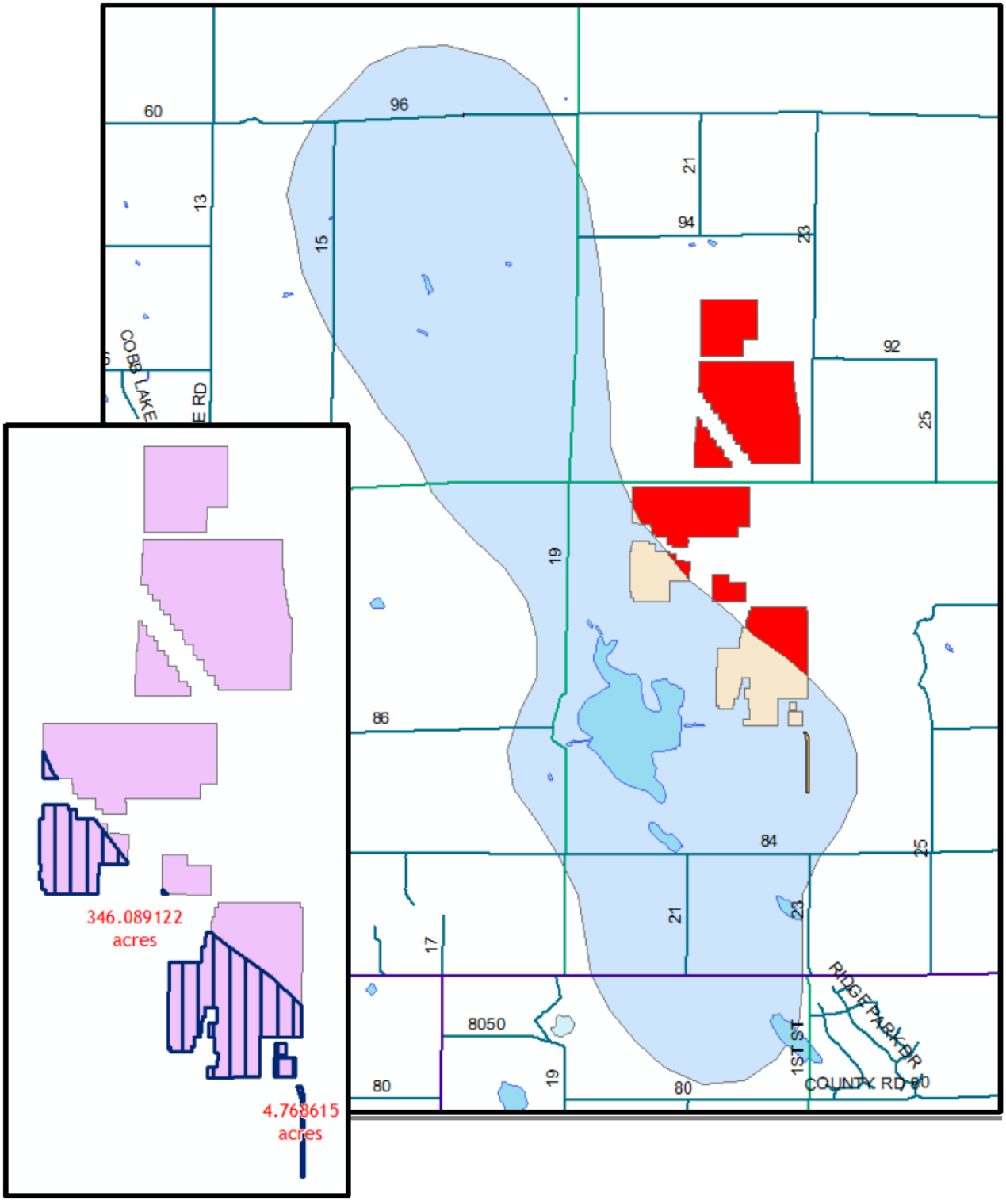
- Town of Severance
  - Abdul Barzak (Town Planner)
- 174 Power Global
  - Stephanie Lauer (Environmental Permitting Manager)
  - Ben Sturgeon (Director, Project Development)
- Logan Simpson
  - Jeremy Call (Principal)
  - Julie Capp (Senior Wildlife Biologist & Environmental Planner)

Attachment:

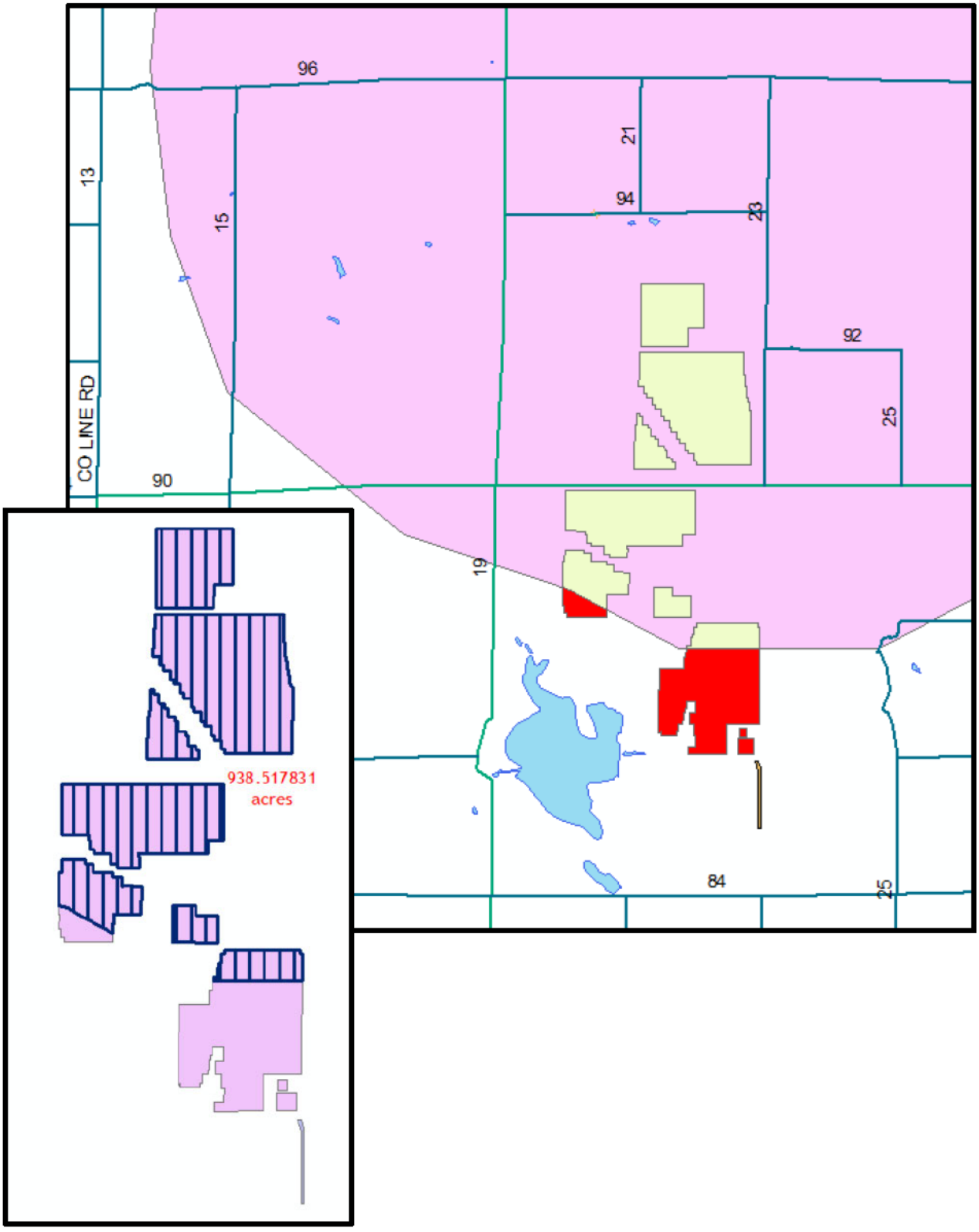
- Appendix A - HPH maps for mule deer and pronghorn winter concentration areas.

Appendix A

Mule Deer Winter Concentration Area (purple-hatched polygon) encompasses 25.76% of the Project Area (red polygons)



Pronghorn Winter Concentration Areas (blue-hatched polygon) encompasses 68.91% of the Project Area (red polygons)



November 12, 2021

Mr. Abdul Barzak
Town Planner at Town of Severance
3 South Timber Ridge Parkway
Severance, CO 80550
abarzak@townofseverance.org

RE: CPW Letter Dated 10/14/2021 on 2021 BHS Solar Annexation

Dear Mr. Barzak

I am Wayne Howard, Manager for Berrado Holdings, LLC, one of the owners of land involved in the above referenced Solar project. I would like to address some major concerns that I have with the referral letter presented to you from the Colorado Parks and Wildlife(CPW) dated 10/14/2021. We have chosen to lease a portion of our agricultural land for this environmentally dynamic project that will help generate electricity to support over 43,000 homes in Weld and Larimer counties.

We are living in important times, and our visions for the future and the decisions we make today will shape and affect our society and culture for generations to come. Environmentalists, scientists, and many in our government are telling us that we must move toward more sustainable and renewable forms of energy to reduce carbon emissions and global gases. I do believe that the development of unique forms of clean energy is wise direction in which to move. We need to reduce our energy costs, when it is both economically feasible and sustainable, while reducing and stretching our carbon energy resources for future generations. Yes, I support this project that will produce environmentally clean and sustainable energy for not only our community and our county, but it will benefit our state for decades to come.

This project will benefit many more than just the few landowners represented by this project. It will provide financial returns in multiple areas including, money earned through new jobs created, reduced energy costs for consumers, as well as tax revenue generated that will benefit both the local school and volunteer fire districts. These financial benefits will be multiplied through our economy and communities dozens of times over every year. Simply put, we cannot afford to not move forward with this important project!

My family has been involved in farming and ranching in Weld County since 1870. Agriculture has always recognized and understood that farmers and ranchers contribute to the support and sustenance of the state's wildlife by protecting habitats and allowing wildlife to graze and feed freely upon their private lands, often in conjunction with other state or federal lands. The CPW letter would appear to infer, by their mere suggestion or request, that they believe they have equal fee ownership in these properties. They also suggest conservation easements or land exchanges on a 1:1 basis for any land that is developed in this project which increases the cost to develop our land by millions of dollars. These suggestions or requirements were not vetted in a

public process and are economically unfeasible, and obviously hints of a of taking without compensation to the landowners by attempting to withhold their property rights with unreasonable requests. Our property and adjacent agricultural lands do have small numbers of mule deer (6-10) and antelope (2-12) that travel back and forth across adjacent lands, some even onto state lands intermittently. I have been on our property for multiple days over the years and have seen no activity for days at a time. At other times, animals can be seen in small groups during day for several hours. Their grazing use overall is seen as minimal in relation to the overall production and not even close to requiring a 1:1 exchange for the usage that they will lose. The CWP referral letter is very revealing as it gives a glimpse of the CPW's long arm and tentacles stretching beyond their statutory authority of SB181 by controlling or manipulation of the constitutional property rights of fee title landowners. What initially started with noble and righteous goals to protect wildlife, has now grown into government bureaucracy. The CPW letter is presented in the form of suggestions and a stated desire to work with the town of Severance. However, it is obvious that they want to pressure Severance into making the CPW requests into actual requirements for approval of the project. Some government agencies do not understand financial responsibility, feasibility, affordability, or profitability. It appears for some, very easy to make financial requirements for others if that requirement has no impact on their own budget. Simply put, no worthy and good project can succeed if uneconomical and unreasonable requirements, regulations and restrictions are placed upon it.

I would like to thank the Town of Severance for your willingness to consider this project and the various benefits it will bring, including tax revenue to your town, the community, the county and even the state. This is a very good project that will provide economical sustainable energy for decades to come. It will allow for continued economic growth in the area, while allowing agricultural property owners to convert their land to a Higher and Better Use.

Sincerely,

Wayne Howard
Berrado Holdings, LLC

AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
PUBLIC HEARING 2022 BHS Solar Zoning	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner

ACTION REQUESTED

Community Development asks that the Severance Planning Commission review and discuss 2022 BHS Solar Zoning and forward a recommendation to the Town Council. Actions that may be taken:

1. Forward a recommendation of approval to the Town Council for the 2022 BHS Solar Zoning.
2. Take No Action

Zoning Action Requested

BRIEF SUMMARY

BHS Solar, LLC (BHS Solar), a wholly owned indirect subsidiary of Hanwha Energy USA Holding Corporation, d.b.a. 174 Power Global (174PG), are petitioning the Town of Severance to annex a 159.164 acre parcel south of Weld County Road 90 east of Weld County Road 19 and a 20.149 acre parcel on the northwest corner of Weld County Road 23 and Weld County Road 84 1/2. A total of 179.313 acres. The applicant is requesting to zone all 179.313 acres as Rural Residential Agriculture.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

The Community Development department asks that the Planning Commission review, discuss, and forward a recommendation of approval for the 2022 BHS Solar project zoning to Town Council.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Zoning Map (Submitted by Applicant, reviewed by Town Staff)

BHS SOLAR ZONING AMENDMENT MAP

A TRACT OF LAND LOCATED IN A PORTION OF THE NW 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 67 WEST, 6TH P.M., WELD COUNTY, COLORADO

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 26 BEARS S00°50'14"W; THENCE S00°50'14"W 30.00' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 AND THE **TRUE POINT OF BEGINNING.**

THENCE S89°55'28"E 2641.07' ALONG THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 90 PARALLEL AND 30' SOUTH OF THE NORTH LINE OF THE NW1/4 OF SAID SECTION 26 TO A POINT ON THE EAST LINE OF THE NW1/4 OF SAID SECTION 26; THENCE S00°56'44"W 2624.09' ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 26 TO THE C1/4 CORNER OF SAID SECTION 26; THENCE S89°54'34"W 2636.23' ALONG THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 26 TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE N00°50'14"E 2631.66' ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 26 TO THE **TRUE POINT OF BEGINNING.**

CONTAINS 6,933,173 SQ. FT - 159.164 ACRES MORE OR LESS.

TOWN COUNCIL CERTIFICATION:

THIS IS TO CERTIFY THAT THE ZONE CHANGE AS SHOWN AND DESCRIBED HEREON WAS APPROVED ON THE ____ DAY OF _____, 20 _____, BY ORDINANCE No. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, HELD ON THIS _____ DAY OF _____, 20_____.

_____

PLANNING COMMISSION CERTIFICATE:

REVIEWED BY THE SEVERANCE PLANNING COMMISSION THIS ____ DAY OF _____ , 20___ .

_____
CHAIRPERSON

_____
PLANNING COMMISSION SECRETARY

CLERK AND RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS ZONING AMENDMENT MAP WAS WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____ , 2022 AT ____ O'CLOCK ____ .M.

FEE:

_____
CLERK

SURVEYOR'S CERTIFICATION:

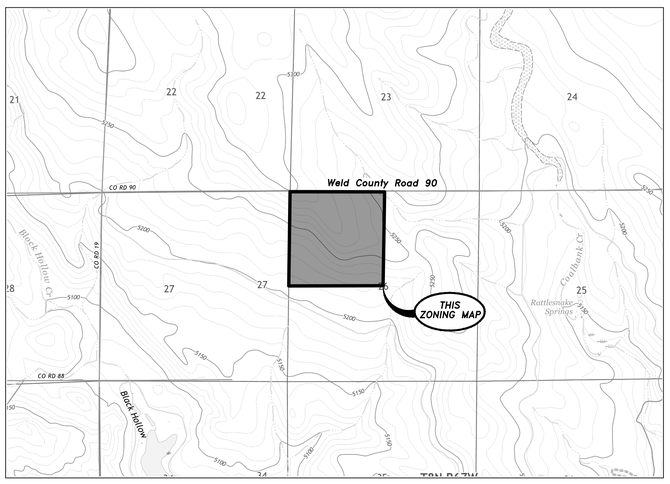
I, LOREN K. SHANKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THIS ZONING AMENDMENT MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE-DESCRIBED PARCEL OF LAND. I FURTHER CERTIFY THAT THIS ZONING AMENDMENT MAP (AND LEGAL DESCRIPTION(S)) WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS 24 DAY OF NOVEMBER , 2020.

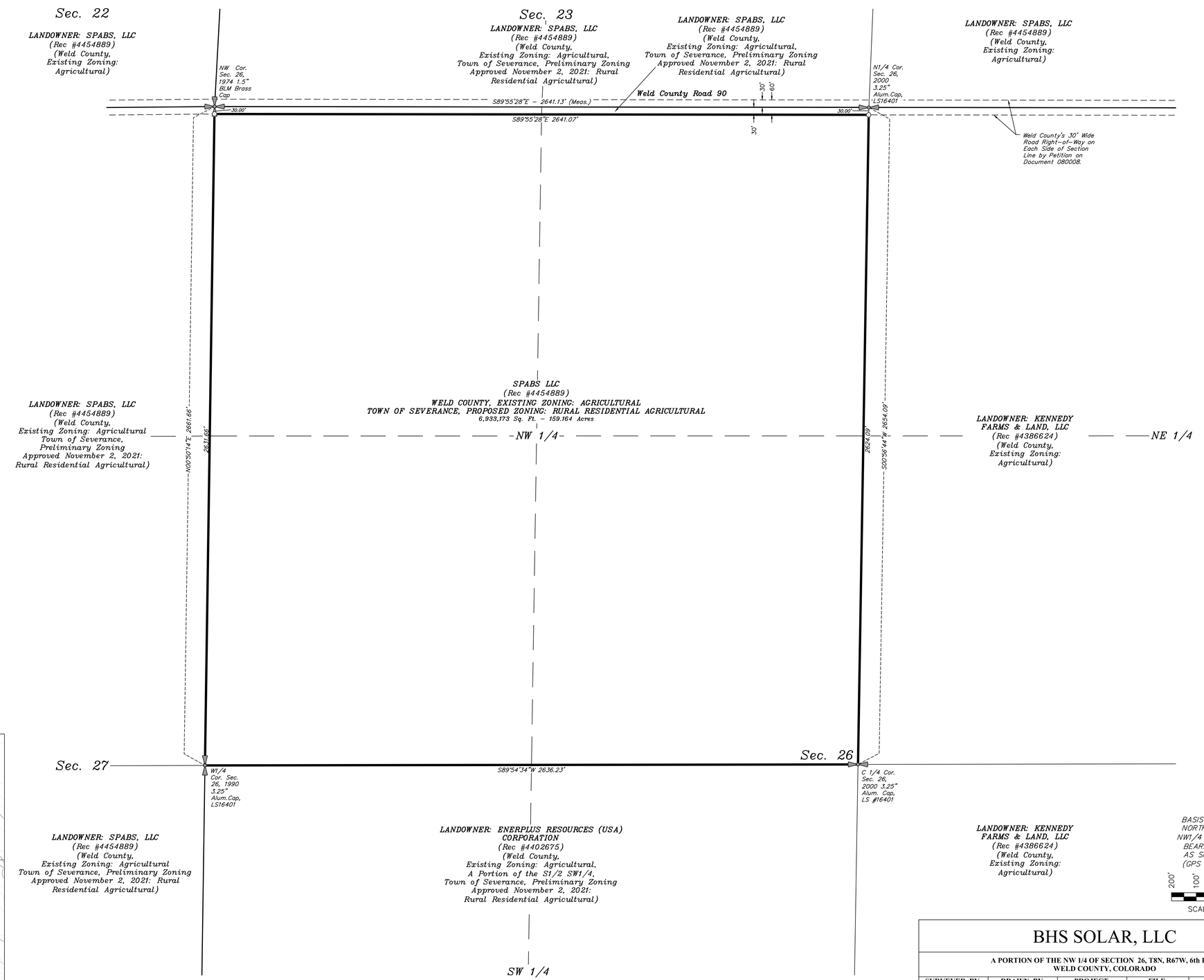
_____
LOREN K, SHANKS, PLS NO. 28285
FOR AND ON BEHALF OF UINTAH ENGINEERING AND LAND SURVEYING
3313 35th STREET, STE B, EVANS, CO 80620
970-506-1544

PRELIMINARY

PARCEL ZONING TABLE			
OWNER	WELD COUNTY TAX ASSESSOR PARCEL ID #	PARCEL SECTION, TOWNSHIP RANGE	SEVERANCE ZONING
SPABS LLC	PORTION OF 055526000002	PORTION OF NW1/4 S26 T8N R67W	RURAL RESIDENTIAL AGRICULTURAL

VICINITY MAP:
1" = 2000'





LEGEND OF SYMBOLS & ABBREVIATIONS:

- US PUBLIC LAND SURVEY SECTION CORNER
- US PUBLIC LAND SURVEY QUARTER AND CENTER QUARTER SECTION CORNER
- ○ DIMENSION CORNER ONLY

BHS SOLAR, LLC

A PORTION OF THE NW 1/4 OF SECTION 26, T8N, R67W, 6th P.M., WELD COUNTY, COLORADO

SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
O.R., M.M.	L.K.	17401-20-0004	H-2476	1" = 200'	1 OF 1
11-24-2020	08-24-2022				

UINTAH ENGINEERING & LAND SURVEYING
UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

ZONING AMENDMENT MAP

BHS SOLAR ZONING AMENDMENT MAP

A TRACT OF LAND LOCATED IN A PORTION OF THE E1/2 NE1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST, 6TH P.M., WELD COUNTY, COLORADO

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 2 BEARS N89°11'40"W; THENCE N89°11'40"W 30.01' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO A POINT ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 AND THE **TRUE POINT OF BEGINNING.**

THENCE S00°39'07"E 2623.05' ALONG THE WEST RIGHT-OF-WAY OF COUNTY ROAD 23 PARALLEL AND 30' WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2 TO A POINT ON THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE S89°45'45"W 300.01' ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N00°39'07"W 2328.51' PARALLEL AND 330' WEST OF THE EAST LINE OF THE NE1/4 OF SAID SECTION 2; THENCE N89°11'40"W 300.00'; THENCE N00°39'07"W 300.00' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 2; THENCE S89°11'40"E 600.10' ALONG THE NORTH LINE OF LOT 1 OF SAID SECTION 2 TO THE **TRUE POINT OF BEGINNING.**

CONTAINS 877,705 SQ. FT - 20.149 ACRES MORE OR LESS.

TOWN COUNCIL CERTIFICATION:

THIS IS TO CERTIFY THAT THE ZONE CHANGE AS SHOWN AND DESCRIBED HEREON WAS APPROVED ON THE ____ DAY OF _____, 20____ BY ORDINANCE No. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, HELD ON THIS _____ DAY OF _____, 20_____.

_____

PLANNING COMMISSION CERTIFICATE:

REVIEWED BY THE SEVERANCE PLANNING COMMISSION THIS ____ DAY OF _____ , 20___ .

_____
CHAIRPERSON

_____
PLANNING COMMISSION SECRETARY

CLERK AND RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS ZONING AMENDMENT MAP WAS WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____ , 2022 AT ____ O'CLOCK ____ .M.

FEE:

_____
CLERK

SURVEYOR'S CERTIFICATION:

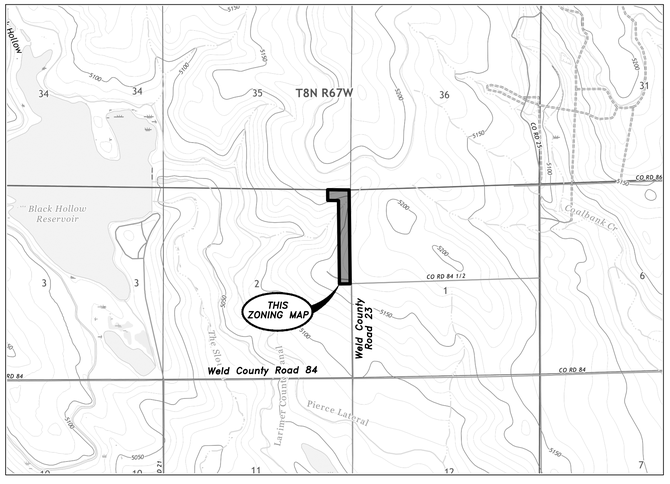
I, LOREN K. SHANKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THIS ZONING AMENDMENT MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE-DESCRIBED PARCEL OF LAND. I FURTHER CERTIFY THAT THIS ZONING AMENDMENT MAP (AND LEGAL DESCRIPTION(S)) WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS 24 DAY OF NOVEMBER , 2020.

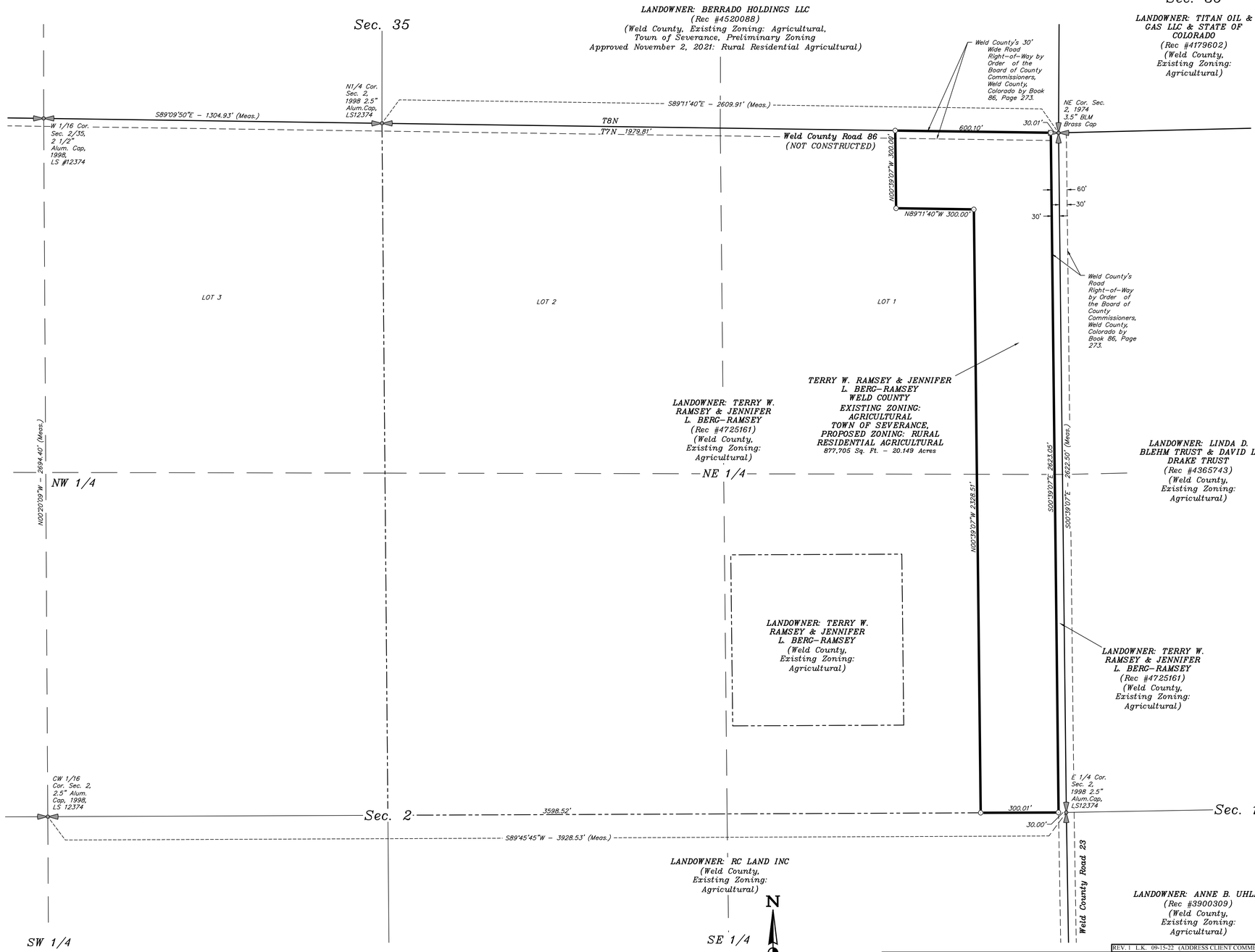
_____
LOREN K, SHANKS, PLS NO. 28285
FOR AND ON BEHALF OF UINTAH ENGINEERING AND LAND SURVEYING
3313 35th STREET, STE B, EVANS, CO 80620
970-506-1544

PRELIMINARY

PARCEL ZONING TABLE			
OWNER	WELD COUNTY TAX ASSESSOR PARCEL ID #	PARCEL SECTION, TOWNSHIP RANGE	SEVERANCE ZONING
JENNIFER L. BERG–RAMSEY & TERRY W. RAMSEY	PORTION OF 070502100001	PORTION OF E1/2 NE1/4, S2 T7N R67W	RURAL RESIDENTIAL AGRICULTURAL

VICINITY MAP:
1" = 2000'





LEGEND OF SYMBOLS & ABBREVIATIONS:

- US PUBLIC LAND SURVEY SECTION CORNER
- US PUBLIC LAND SURVEY QUARTER AND SIXTEENTH SECTION CORNER
- DIMENSION CORNER ONLY

BASIS OF BEARINGS:
NORTH LINE OF THE NE1/4 OF SECTION 2, T7N, R67W BEARS N89°11'40"W AS SHOWN HEREON (GPS OBSERVATION)

200' 100' 0' 200'
SCALE 1" = 200'

REV. 1 L.K. 09-15-22 (ADDRESS CLIENT COMMENTS)

BHS SOLAR, LLC

A PORTION OF THE E1/2 NE1/4, SECTION 2, T7N, R67W, 6th P.M., WELD COUNTY, COLORADO

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O.R., M.M.	L.K.	17401-20-0004	H-2476	1" = 200'	1 OF 1
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ZONING AMENDMENT MAP

August Community Development & Engineering Report

Abdul Barzak, Town Planner
Chris Messersmith and Shar Shadowen, Colorado Civil Group, Inc. (CCG)
October 10, 2022

Planning Projects/Documents

Land Use Code Updates

At the direction of Council, Town staff will be bringing all Land Use Code items through the Land Use Advisory Committee, Planning Commission and finally to Town Council for a comprehensive look at all items. Town Council began reviewing Parking and Lighting Requirements starting in October.

MPO

- Technical Advisory Committee (TAC) – TAC will be discussing the Fiscal Year 2022 Transportation Improvement Program (TIP) delay as well as continuing the conversation on the Link NoCo Study and its recommendations.
- NoCo Bike & Ped Collaborative – After the Town of Severance hosted a Walk & Bike Audit of the Severance Downtown area on August 10th, which focused on senior issues, connectivity, and accessibility for bike and pedestrian users the collaborative discussed the audit and the desire to conduct more as a group and how the audit can be used for potential grant funding. NoCo also discussed the Transportation Alternatives Program (TAP) call for projects which may open in the coming months.
- Weld County Mobility Committee (WCMC) – Working closely with the Larimer County Mobility Committee to further develop and fine-tune "Ride NoCo" formerly the One Call/One Click Center to be a central hub for transportation options in Northern Colorado.

Capital Improvement Projects

SH 392 – WCR 23 Intersection Improvements

Horrocks Engineers, Inc. (HEI) submitted the FIR-30% construction drawings to CDOT and the referral agencies for review on September 16th. Town Staff received review comments back on October 10th. HEI and CCG submitted an updated Opinion of Probable Cost to Town Management on September 16th. HEI, CCG, and Town staff will work on procuring the traffic signal equipment in the next month or two ahead of the bid package advertisement due to the long lead times.

E Harmony Road – WCR 19 Intersection Improvements

Drexel, Barrell & Co. (DBC) submitted the 30% construction drawings to the Town for review on August 23rd. DBC and CCG identified 800 square feet of additional right-of-way in the southeast quadrant of the intersection that would make the design more efficient and easier to construct. Town Management has reached out to the property owner and is waiting for a response. DBC

and CCG submitted an updated Opinion of Probable Cost to Town Management on September 16th. DBC, CCG, and Town staff will work on procuring the traffic signal equipment in the next month or two ahead of the bid package advertisement due to the long lead times.

CDOT TAP/MMOF Trail Project

Town staff held the pre-construction meeting with Mountain Constructors, Inc. (MCI) on September 12th. MCI, CCG, and Town staff are finalizing all the submittal documentation required by CDOT. Construction is anticipated to begin in October.

Community Park Phases 2 & 3

Final items including amenities and irrigation are the only items remaining in Phase III of the Severance Community Park. Town Staff continues to work on the CDOT TAP/MMOF Trail Project which will create another multi-modal connection through the Community Park. Staff will bring updates to Council.

Secondary Water Connection/Supply

Town Staff and the City of Greeley staff have been coordinating on a possible water system secondary connection (i.e. emergency connection). Based on recent feedback, CCG submitted an Opinion of Probable Cost to Town Management on August 31st.

Water System Monitoring

CCG has been working with Town staff and the NWCWD staff to monitor the Town's water distribution system and performance (pressure and flowrates) continuously since June 5, 2022. The Town's Maximum Day Demand (MDD) of 1.20 MGD was observed on July 17, 2022. CCG is finalizing the DRAFT Potable Water Distribution System Master Plan for review.

NWCWD Amended and Restated Water Service Agreement

CCG is finalizing/preparing the historical water usage, planned water usage, population projections, existing water infrastructure exhibit, and a water capital improvements project infrastructure exhibit. These items will be submitted to Stantec and the NWCWD for their use.

Elevated Water Tank

CCG is working with the project sub-consultants to finalize the design and bid package. Construction Drawings will be submitted to Town staff for review the week of September 19th. CCG will address comments and prepare the bid package within the next couple of weeks.

Wastewater Projections

Town Management and CCG have reached out to the Town of Windsor (TOW) regarding future wastewater treatment capacity with their planned Wastewater Treatment Facility (WWTF) expansion. Additional wastewater capacity is dependent on three items; (1) Additional capacity at the TOW WWTF, (2) a new sanitary sewer interceptor from Severance South to the Town of Windsor WWTF, and (3) a Utility Plan Amendment that the Town will need to prepare and submit to the North Front Range Water Quality Planning Association for review and approval. CCG and Town Management are preparing an overall schedule for all of these items.

DEVELOPMENT REVIEW UPDATES

The list below is all of the currently active submitted projects to the Town Council. If you have questions on these please contact me for more information.

- **Moody Annexation/Zoning/Concept Plan** (Northeast corner of E. Harmony Road/Teller Street) – Applicant has resubmitted and is looking to begin the public hearing process in September for annexation, zoning and concept plan to follow.
- **Severance South** (Entire section north of 392 between 21 and 23) – Applicant is routing mylars for signatures.
- **Franklin's Place/Tailholt 3rd Filing Final Plat** (Southwest corner of E. Harmony Road and Tailholt Avenue) – Commercial project submitted in December 2020. Concept plan approved at February Council meeting 2021. Preliminary Plat presented at July Planning Commission 2021 (forwarded recommendation of approval). The project has been continued to the next available Town Council Meeting September 27th, 2022 after Council comments at the Preliminary Plat stage. Town Council approved the Preliminary Plat and the applicant is working with staff to submit a final plat in the coming months
- **Saddler 9 & 10** (Northeast corner of HWY 14 WHY 257) – Approved plan nearing final staff approval (north of HWY14), applicant to print mylars and route for signatures in late 2022.
- **The Reserve** (Southeast corner of WCR72 and WCR 19) – Final Plat submitted in March (resubmittal), the applicant has worked with staff to address comments, to be brought back for public hearings in Mid to late-2022.
- **Severance Storage** (Annexation/Zoning/Site Plan) – Applicant has submitted to annex, zone, and continue use on additional annexed property. Town staff is currently reviewing, stakeholders have been notified. Staff will bring updates to Council as they become available.
- **Ziggi's Severance** (9843 E. Harmony Road) – Applicant has submitted a commercial project or site plan, Town staff is currently reviewing, stakeholders have been notified. Staff will bring updates to Council as they become available.
- **Clearview Library** (5 S. Timber Ridge Parkway) – Applicant has submitted Site Plan, Town Staff is currently reviewing, stakeholders have been notified. Staff will bring updates to Council as they become available.