

Water Supply, Well Use, Sewer, Septic, and Utilities

- Prairie Pass Energy Storage (“the Project”) intends to use water delivered by truck to an on-site tank and will not require a well or water utility service for its water supply.
- The Project will use temporary, portable bathroom structures during construction and operations that will be privately serviced and will not require sewer service or septic installation.
- The Project will not be a gas utility service customer. Electric utility service will be arranged with the local service provider.

PRAIRIE PASS LANDSCAPE PLAN

To: Adams County Community & Economic Development Department
From: Prairie Pass LLC
Subject: Prairie Pass Energy Storage Project Landscape Plan
Date: April 17, 2026
Attachment Figure 1 Landscape Plan

During a preliminary development meeting, Adams County determined that the Prairie Pass Energy Storage Project (project) would require one Conditional Use Permit (CUP) approval for the Battery Energy Storage System (BESS), and one CUP for the proposed Substation. As conditions of approval for the two CUPs, Adams County required that Prairie Pass LLC (applicant) prepare a Landscape Plan (plan) outlining the landscaping requirements of the BESS facility, which is to be reviewed and approved by Adams County. The intent of this Landscape Plan is to provide a comprehensive outline of the County Landscaping requirements of the Adams County Development Standards and Regulations (Regulations), explain why some requirements are not applicable to the project, and describe the features that are proposed instead.

1. Adams County Landscaping Requirements

The landscaping requirements typically applicable to the project site are summarized below. For a full description of the requirements, see the Regulations.

1.1 4-19-01 Purpose

The purpose of the Adams County Development Standards and Regulations section is to establish landscaping and performance standards that promote a distinctive and cohesive image for Adams County. Landscaping requirements serve to protect public health, safety, and welfare by improving traffic safety within parking areas through the guidance of vehicle and pedestrian circulation and the reduction of traffic speeds. They also minimize noise, air, water, and visual pollution, provide screening and buffering between incompatible land uses, and reduce reflected glare and heat absorption in and around developments. In addition, these standards help break up large expanses of pavement, preserve property values, maintain neighborhood character, and provide effective wind screening. A further objective of the landscape requirements are the conservation of water resources through sustainable landscaping practices and reduction of long-term water consumption.

1.2 4-19-03 Existing Vegetation

The landscaping standards require the preservation of existing valuable vegetation wherever feasible. Trees, shrubs, and grasses located within natural drainage areas or in portions of the site not needed for development shall be retained. Existing vegetation that is successfully preserved may be credited toward meeting the overall landscaping requirements.

1.3. 4-19-04 Landscape Materials and Location

All landscape materials shall comply with the standards and regulations established by Adams County. Plant materials must be healthy and suitable for the local climate, as well as compatible with the site’s soil characteristics, drainage conditions, and available water supply. Artificial trees, plants, and turf are prohibited as landscape materials. Landscaped areas shall remain visible and may not be enclosed by fences that obstruct sightlines. All landscaping must be located so as not to interfere with utilities, easements, road lighting, or fire hydrants. Proper placement of plant materials and structural elements is essential to maintain safety, accessibility, and functionality across the site.

1.4 4-19-05 Xeriscaping

Xeriscaping is strongly encouraged throughout all areas of Adams County as a means of achieving low-water and low-maintenance landscapes. When xeriscaping is proposed, the landscape plan must be designed to ensure long-term success by considering site-specific conditions such as soil composition, drainage patterns, exposure to heat and wind, and irrigation methods. To reduce water demand, turf areas should be limited to locations where they provide functional benefits. Mulch over geotextile fabric, low-water-use plants, efficient irrigation, and organic matter improvements are all practices to be considered and implemented when feasible.

1.5 4-19-06-01 Bufferyards

Bufferyards are required along the exterior boundaries of lots which do not abut public road right-of-way to provide visual screening and separation between land uses of differing intensities. For new industrial development, such as an Energy Facility, the bufferyard classification is determined by the adjacent land use or zoning. Where the project site abuts existing residential, institutional, and agricultural uses, a Type D bufferyard is required. For boundaries adjacent to existing industrial uses, no bufferyard is required. These bufferyard requirements are in addition to the overall landscaping standards for the site and are intended to mitigate visual and functional impacts of industrial development on surrounding properties. The bufferyards applicable to the project site per the Regulations are included in Table 1.

Table 1. Bufferyards Applicable to the Project site per the Regulations

Direction from Property	Adjacent Use	Bufferyard Type	Requirement
North	Agriculture and Residential	D	Fifteen (15) foot minimum bufferyard width with three (3) trees per sixty (60) linear feet and six (6) foot sight obscuring fence or wall ¹ located on the interior line of the bufferyard.
East	Agriculture	D	Fifteen (15) foot minimum bufferyard width with three (3) trees per sixty (60) linear feet and six (6) foot sight obscuring fence or wall ¹ located on the interior line of the bufferyard.
South	Existing Substation	None	None
West	Public Road	None	See Section 4-19-07, below

Source: Adams County Land Development Code Section 4-19-06-01

Notes: ¹ A continuous hedge may be substituted for the fence or wall if it is at least three feet in height at installation and will reach six feet at maturity.

1.6 4-19-07 Required Lot Landscaping

In addition to the bufferyards required under Section 4-19-06, all developments must provide on-site landscaping equal to a minimum of ten percent of the total lot area. At least fifty percent of this landscaped area shall be located adjacent to public rights-of-way, excluding alleys and driveways, to ensure visual continuity along street frontages. There are additional requirements for off-road parking lot landscaping, however no public parking is proposed for this project. The property owner is responsible for the maintenance, relocation, or removal of landscaping if required by the County, and any landscaping installed within the public right-of-way will not be considered in land valuation for right-of-way acquisition purposes. Properties abutting a public road right-of-way must include a landscaped area along the frontage. The County provides several options to meet this requirement, including 5-foot-wide to 25-foot-wide landscape areas along the road rights-of-way with various planting requirements, or a landscape berm.

1.7 4-19-08-01 Cover in Landscaped Areas

All required landscaped areas and bufferyards must contain a minimum of seventy-five percent organic landscaping material, with a maximum of twenty-five percent non-living landscaping materials. All required landscaped areas and bufferyards shall be irrigated, maintained, and kept free of weeds, debris, and litter. In eastern Adams County, where the project is located, the percentages of living landscaping material shall be reduced to fifty percent and an automatic irrigation system is not required. The Regulations include details regarding the minimum size for landscaping materials, grading standards, and survival standards.

1.8 4-19-10 Landscaping Plan Required

A landscaping plan shall be required as a condition of building permit approval. The Director of Community and Economic Development shall determine if the plan meets the requirements of the County standards and regulations. The landscaping plan should identify existing plants, proposed removals, proposed planting, etc. This Landscape Plan is supplemented by Figure 1, showing proposed features described in Section 3. This Plan and Figure 1 will be updated as additional landscaping details are finalized based on discussions with the County.

1.9 4-19-11 Landscaping Installation and Certificate of Occupancy

All required landscaping and buffering shall be installed prior to issuance of a Certificate of Occupancy. In eastern Adams County, single-family residential land uses are not required to install landscaping and no landscaping is required for commercial and industrial land uses, which are serviced exclusively by wells, and which are restricted by the Colorado Division of Water Resources to inside use only.

1.10 4-19-12 Landscaping Phasing

A development agreement will be accepted in partial lieu of landscape if the applicant chooses to install landscape in phases. All landscape phasing shall be approved at the discretion of the Director of Community and Economic Development.

1.11 4-19-15 Administrative Relief

Administrative relief is provided to add flexibility in the application of the landscaping regulations in Section 4-17 when a standard is inapplicable or inappropriate to a specific use or design proposal. However, the granting of administrative relief should not always mean a requirement is reduced without mitigation – be it landscaping combined with urban design elements concentrated/denser plant material within a reduced buffer yard width, or demonstrations of concepts that are equal to or superior in fulfilling the purpose of the landscaping requirements. The reasonable development of a site may require the granting of administrative relief to some of the requirements. Although all the categories of landscape requirements are considered important, the County generally prioritizes buffers adjacent to residential uses, and attractive appearances adjacent to roads. A written request for administrative relief shall be submitted to the Director of Community and Economic Development either before or in conjunction with the building permit review process. In accordance with Section 4-19-15 of the Regulations, this Landscape Plan provides justification for why administrative relief is applicable for the proposed project.

1.12 4-19-16 Recommended Plant Materials

The Regulations include a list of agencies and local jurisdictions that have plant material recommendation lists that are most compatible with the Adams County area.

2 Applicability

Section 1 discusses the requirements applicable to the project site per the Regulations. However, as discussed in Section 1.11 of this Plan, the County provides administrative relief per Section 4-19-25 related to landscaping requirements. The County confirmed via an email provided by Greg Barnes to Jupiter on Monday, January 26, 2026, that there is flexibility in landscaping requirements and justification needs to be provided as to why a variance from the County's landscaping requirements is appropriate. This Section provides the requested justification.

Landscaping requirements are typically required to create a visual buffer for those who have view of the project site. However, Section 4-19-08-01 of the Regulations acknowledges the reduced need for landscaping in Eastern Adams County due to the nature of the existing conditions in that portion of the County. The project site is in eastern Adams County where there are minimal residential uses and a lack of major public viewpoints. The current project site and adjacent parcels, including the existing substation directly to the south, have minimal to no existing landscaping. New landscaping would create an additional visual contrast to the existing conditions of the neighboring properties.

Additionally, Section 4-19-08-01 of the Regulations identify that automatic irrigation is not required in Eastern Adams County, however landscaping still typically requires occasional watering. Water use during operation is not currently planned for the project. Lack of water use during operation supports the County's goal of conservation of water resources and reduces potential water demand for the project.

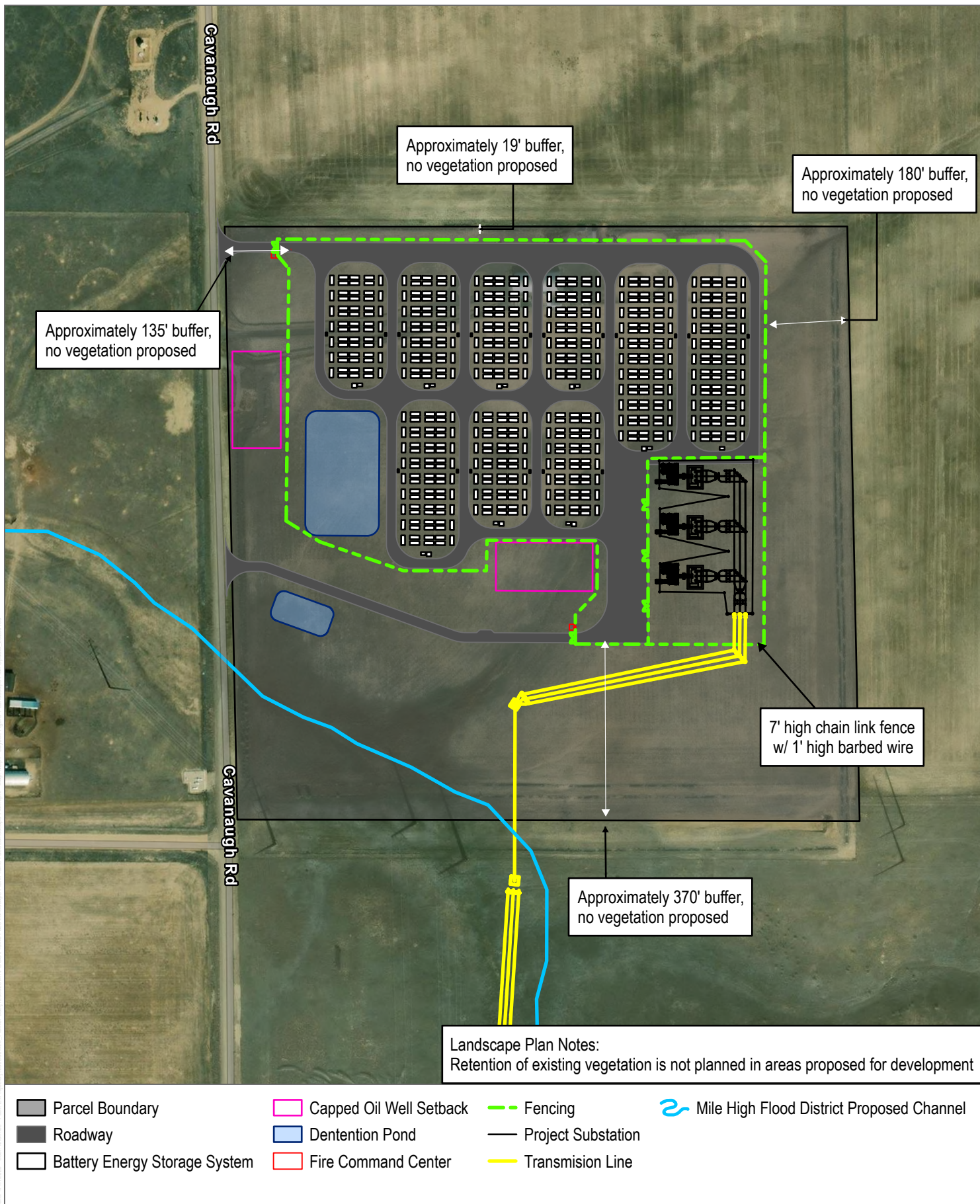
While bufferyards and lot landscaping would typically be required for the project site, as discussed in Sections 1.5 and 1.6 respectively, the requirements are not fully applicable to the type of project being proposed. Per Section 4-19-06-01, the north and eastern boundaries of the project site would require a 15-foot-wide bufferyard with trees and a fence. Per Section 4-19-07 of the Regulations, the west boundary of the project site would require a 25-foot-wide area with trees and shrubs along the public right-of-way. While a setback from the property boundary and a fence is applicable to a BESS project, planting of trees and shrubs is not applicable within the setback areas. It is

common for fire protection at BESS projects to include a buffer that functions as a fuel break between the project and neighboring properties. If landscaping and revegetation are required, then targeted practices to reduce the spread of weeds and encourage native species would be implemented. Also, while there is minimal existing landscaping currently on the west and south sides of the project parcel, retention of the existing vegetation described in Section 4-19-03 of the Regulations, is also not applicable in areas proposed for developed due to fire safety. However, retention of existing vegetation may be applicable in areas not proposed for development and locations are subject to final the final engineering design. These variances to the landscaping requirements align with Section 4-19-04 of the Regulations which highlight the importance of proper landscaping to maintain safety, accessibility, and functionality across the site. In the case of this project, no vegetation is preferred to maintain safety, accessibility, and functionality across the site.

3 Proposed Features

The proposed features are shown in Figure 1 of this Plan. The project includes a 7-foot-tall chain link fence with 1-foot-tall, barbed wire around the project site, which provides a physical barrier between the project site and nearby public rights-of-way and neighboring properties. The project includes an approximately 19-foot-wide buffer between the northern parcel boundary and the proposed fence, an approximately 180-foot-wide buffer between the eastern property boundary and the nearest portion of the proposed fence, and an approximately 135-foot-wide buffer between the western property boundary and the nearest portion of the proposed fence. These buffers exceed the buffer requirements identified in Sections 4-19-06-01 and 4-19-07 of the Regulations. While there are no buffer requirements for the southern property boundary, the project includes an approximately 370-foot-wide buffer between the southern property boundary and the proposed fence. No vegetation is proposed within these buffers and existing vegetation would not be purposefully retained in these areas. A majority of the southern portion of the project site is not proposed for development.

This Plan and Figure 1 will be updated as necessary when details are finalized based on discussions with the County and Brighton Fire Department.



SOURCE: ESRI Imagery

DUDEK



0 130 260 Feet

FIGURE 1

Landscape Plan

Prairie Pass Energy Storage Project

QUIT CLAIM DEED

THIS DEED, make this 25th day of October, 2024, between the Leslie Hosmer, as designated Personal Representative of the Estate of Harold D. Hosmer, as stated in Case number 19PRO322, and LaDonna Stuckert, by her Attorney-in-Fact, Leslie Hosmer, of the First Part, and Soaring Heights LLC, a Colorado Limited Liability Company, whose legal address is P.O. Box 265, Brighton, Colorado 80601, of the County of Adams and State of Colorado, of the Second Part,

WITNESSETH, That the said party of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to the said party of the First Part in hand paid by the said party of the Second Part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, and **QUITCLAIMED** unto the said party of the Second Part, heirs, successors and assigns, forever, all the right title, interest, claim and demand which the said party of the First Part have in and to the following described lot or parcel of land situate, lying and being in the County of Adams and State of Colorado, to wit:

See attached Exhibit A

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, including, without limitation, in and to all of the oil, gas and other minerals in and under and that may be produced from such land, of the said party of the First Part, either in law or equity, to the only proper use, benefit and behoof of the said party of the Second Part, heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set hand and seal the day and year first above written,

Estate of Harold D. Hosmer

Leslie Hosmer, Pers. Rep.

Leslie Hosmer, Personal
the Estate of

Representative of
Harold D. Hosmer

Leslie Hosmer, POA

Leslie Hosmer, as Attorney-in-Fact

for

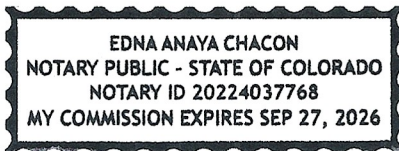
LaDonna Stuckert

STATE OF COLORADO)

County of Adams)

The foregoing instrument was acknowledged before me this 25th day of October, 2024, By Leslie Hosmer as designated Personal Representative

My Commission expires: SEP 27, 2026
WITNESS my hand and official seal



Edna Anaya
Notary Public

EXHIBIT A

A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 34 AS BEARING SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 34; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 34, A DISTANCE OF 1287.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF CAVANAUGH ROAD; THENCE NORTH 00 DEGREES 49 MINUTES 54 SECONDS WEST, COINCIDENT WITH SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1322.93 FEET TO THE NORTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 44 MINUTES 44 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 34, A DISTANCE OF 1286.05 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION

34, A DISTANCE OF 1321.89 FEET TO THE TRUE POINT OF BEGINNING,
DESCRIPTION PROVIDED BY CURTIS D. HOOS, P.L.S. 37071 APRIL 6, 2006
CONTAINING 39.060 ACRES MORE OR LESS.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 9255 Towne Center Drive, Suite 200, San Diego, CA 92121
Issuing Office's ALTA® Registry ID: z
Commitment Number: NCS-1211716-NRG
Issuing Office File Number: NCS-1211716-NRG
Property Address: APN: 0156534200004, , CO
Revision Number: 3

SCHEDULE A

1. Commitment Date: April 09, 2026 at 5:00 P.M.
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: Prairie Pass LLC, a Delaware limited liability company
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

A Leasehold Estate created by that certain unrecorded Lease Agreement dated April 25, 2024, by and between Soaring Heights, LLC, a Colorado limited liability company, as Lessor, and Prairie Pass LLC, a Delaware limited liability company, as Lessee, and as evidenced by that certain Memorandum of Lease recorded May 10, 2024 at Reception No. [2024000024902](#), in the records of the Clerk and Recorder of Adams County, Colorado
4. The Title is, [at the Commitment Date, vested in:](#)

Soaring Heights, LLC, a Colorado limited liability company, as to the fee estate.

Prairie Pass, LLC, a Delaware Limited Liability Company, as to the leasehold estate.
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment No. NCS-1211716-NRG

EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

A portion of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 1 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Considering the North line of the Northwest 1/4 of said Section 34 as bearing South 89 degrees 41 minutes 50 seconds East with all bearings contained herein relative thereto: Beginning at the Southeast Corner of the Southwest 1/4 of the Northwest 1/4 of said Section 34; thence North 89 degrees 47 minutes 36 seconds West, coincident with the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 1287.80 feet to the East right-of-way line of Cavanaugh Road; thence North 00 degrees 49 minutes 54 seconds West coincident with said East right of way line, a distance of 1322.93 feet to the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 34; thence South 89 degrees 44 minutes 44 seconds East, coincident with the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 1286.05 feet to the Northeast Corner of the Southwest 1/4 of the Northwest 1/4 of said Section 34; thence South 00 degrees 54 minutes 31 seconds East, coincident with the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 1321.89 feet to the True Point of Beginning,

County of Adams,
State of Colorado.

For informational purposes only: APN: 0156534200004

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment No. NCS-1211716-NRG

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
9. The Company requires a five day notification prior to closing to update the information within this commitment.
10. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
11. Any existing leases or tenancies.
12. Receipt by the Company of the Lease to be insured hereunder, and all amendments and modifications thereto, if any.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



NOTE: This commitment is subject to further requirements and/or exceptions upon review of this lease agreement.

13. This item has been intentionally deleted.
14. Estoppel Affidavit from Soaring Heights, LLC, a Colorado limited liability company, as Landlord under the Lease, which contains the following:
 - (i) consent to the sale/assignment of the leasehold interest,
 - (ii) statement that the Lease and all amendments thereto are in full force and effect,
 - (iii) statement that there are no existing defaults, or conditions or events that could ripen into default,
 - (iv) the remaining lease term (noting extensions or options), and
 - (v) affirmation that the lease is still valid and enforceable.
15. Receipt by the Company of the following documentation for Soaring Heights, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

16. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Soaring Heights, LLC, a Colorado limited liability company.
17. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Prairie Pass LLC, a Delaware limited liability company.
18. In connection with that certain lease agreement dated (the "Lease"), as evidenced by that certain Instrument No. in the Public Records, the Company requires: (x) a duly authorized estoppel executed by the landlord stating (i) that the Lease is in full force and effect, (ii) that there are no defaults or violations under the terms of the Lease, (iii) that all lease payments due and owing the landlord have been paid current, (iv) that neither party to the Lease has any known claims against the other under the terms of the Lease, and (v) that there are no amendments or modifications to the Lease other than as set forth in the estoppel, and (y) a duly authorized consent by the landlord, which may be included in the estoppel described above, to the transaction creating the estate, interest or Mortgage to be insured by the policy, if such consent is required under the terms of the Lease.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



19. Payment, Satisfaction and Release of a Deed of Trust from Ryan Specht, to the Public Trustee of Adams County, for the benefit of American AgCredit, FLCA to secure an indebtedness in the principal sum of \$101,500.00, and any other amounts and/or obligations secured thereby, dated October 3, 2017 and recorded October 11, 2017 at Reception No. [2017000089002](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment No. NCS-1211716-NRG

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land. This will be deleted upon receipt of Owner's Affidavit.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
3. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by ALTA/NSPS survey made by Blue Trail Solar Energy, dated July 3, 2024, and last revised _____, consisting of seven sheets, hereinafter "Survey", UNDER REVIEW.
4. Any lien, or right to a lien, for services, labor, equipment or material heretofore or hereafter furnished, imposed by law.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. Taxes and assessments for the current year, a lien not yet due or payable.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
9. Intentionally deleted. Duplicative of exception #1.
10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to, ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on, or under

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



the Land or produces from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.

11. Rights of the public as to Cavanaugh Road.

NOTE: This item may be deleted upon review of a final survey.

12. Intentionally deleted. Duplicative of exception #3.
13. Intentionally deleted. Duplicative of exception #1.
14. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded June 22, 1916 in [Book 68 at Page 576](#).
15. Oil and Gas Lease recorded February 2, 1970 in [Book 1584 at Page 465](#), and any and all assignments thereof or interests therein.
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right-of-Way Grant recorded February 3, 1975 in [Book 1976 at Page 173](#).
17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities Pursuant to C.R.S Sec. 9-1.5-103 (1) (1981) recorded June 25, 1986 in [Book 3162 at Page 961](#).
18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded January 7, 1992 in [Book 3853 at Page 520](#).
19. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Gas Purchase and Processing Agreement recorded May 9, 1995 at Reception No. [C0072130](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Option to Purchase Oil and Gas Interests recorded May 14, 1997 at Reception No. [C0280352](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Zoning Hearing Decision recorded January 4, 2000 at Reception No. [C0628801](#).
22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded January 7, 2000 at Reception No. [C0630056](#).

Amendment and Restatement of Transmission and Access Easement Agreement in connection therewith recorded March 30, 2026 at Reception No. [2026000017488](#).

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



23. Mineral rights as conveyed by Mineral Deed recorded July 15, 2005 at Reception No. [20050715000750710](#), and any and all assignments thereof or interests therein.
24. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded March 31, 2006 at Reception No. [20060331000327060](#).
25. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Gas Purchase and Sale Agreement recorded December 15, 2008 at Reception No. [2008000096558](#).
26. Oil and Gas Lease recorded June 18, 2010 at Reception No. [2010000040619](#) and re-recorded January 31, 2012 at Reception No. [2012000007204](#), and any and all assignments thereof or interests therein.
27. Oil and Gas Lease recorded June 18, 2010 at Reception No. [2010000040620](#) and re-recorded January 31, 2012 at Reception No. [2012000007205](#), and any and all assignments thereof or interests therein.
28. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Surface Use Agreement recorded August 26, 2010 in Reception No. [2010000057308](#).

Affidavit of Correction in connection therewith recorded November 29, 2010 at Reception No. [2010000082645](#).
29. Mineral rights as conveyed by Special Warranty Deed recorded January 7, 2013 at Reception No. [2013000001583](#), and any and all assignments thereof or interests therein.
30. Mineral rights as conveyed by Mineral Deed recorded September 16, 2013 at Reception No. [2016000077780](#), and any and all assignments thereof or interests therein.
31. Intentionally deleted because it does not affect per survey.
32. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Transmission and Access Easement Agreement recorded February 1, 2022 at Reception No. [2022000009097](#).
33. Terms, conditions, provisions, obligations and agreements as set forth in the Consent recorded March 15, 2022 at Reception No. [2022000022986](#).
34. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution 2023-142 recorded June 8, 2023 at Reception No. [2023000032315](#).
35. Reservation of oil, gas and other minerals as reserved in Warranty Deed recorded April 29, 1996 at Reception No. [C0168784](#), and any and all assignments thereof or interests therein.
36. A Leasehold Estate created by that certain unrecorded Lease Agreement dated April 25, 2024 by and between Soaring Heights LLC, a Colorado limited liability company, as lessor, and Prairie Pass LLC, a

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Delaware limited liability company, as lessee, and as evidenced by that certain Memorandum of Lease recorded May 10, 2024 at Reception No. [2024000024902](#), in the records of the Clerk and Recorder of Adams County, Colorado.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

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

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Subsurface Ownership Report

Client Order/File No.:	WS05594/WS20611
Scope of Search:	Subsurface Update to Present
County Records Effective Date:	Patent - 4/1/1902 to 3/13/2026

Property Description				
State/County:	CO/Adams	Township/District/ OR S-T-R:	34-1S-64W	
Parcel:	0156534200004	Assessed Acreage:	39.0600	
Tax Amount:	N/A	Tax Status:	N/A	Due Date: N/A
Legal Description:	p/o SW4NW4 of Section 34, Township 1 South, Range 64 West of the 6th PM			

Mineral Ownership				
Description: p/o SW4NW4 of Section 34, Township 1 South, Range 64 West of the 6th PM				39.0600
Owner:	Interest	Net Acres:	Status:	Vesting Doc:
Soaring Heights LLC, a Colorado Limited Liability Company	0.50000	19.53000	Open	2025000001579
LaDonna Stuckert, Successor Trustee of the Harold W. Hosmer Trust	0.25000	9.76500	Open	3878/1
LaDonna Stuckert, Successor Trustee of the Leona Hosmer Trust	0.25000	9.76500	Open	3878/1
TOTALS:	1.0000	39.0600		

Current Lease of Record
None of Record.

Mortgages
None Open/Unsatisfied of Record.

Judgments/Liens
None Open/Unsatisfied of Record.

Well Information
No active or producing wells found located upon property or unitized with property.

Unit Information
None Found.

Title Notes
<p>Note 1: See Quit Claim Deed 2025000001579 regarding the interest of the Harold W. Hosmer Trust and the Leona Hosmer Trust, with LaDonna Stuckart, Trustee, acting by and through her attorney-in-fact, Leslie Hosmer. No recorded Power of Attorney was found confirming that the agent is authorized to act in a trustee capacity; therefore, additional curative may be required.</p>

DISCLAIMER STATEMENT:

The information set forth herein is based on a limited search of the records of the County(ies) and State(s) as directed by the party requesting the report, and this report has been prepared for the exclusive use of such party. Western Land Services, Inc. ("WLS") is not a law firm and does not offer certified opinions of title for which a licensed title attorney is required. Accordingly, no warranty or certification of title is being made herein. By your acceptance of this Report, you agree to waive any recourse against and hold harmless WLS and its employees and contractors for any title errors or omissions beyond the scope of the work requested and payment received for preparing this report.

Examined by: Traci Brillhart
Reviewed by: Shelly Anderson

Property Legal Description

That certain real property comprised of approximately 39.06 acres located in Adams County, State of Colorado, bearing the tax identification number 156534200004, and more particularly described as follows:

SECT, TWN, RNG: 34-1-64 DESC: PORT OF THE SW4 OF THE NW4 OF SEC 34 DESC AS CONSIDERING THE N LN OF THE NW4 OF SD SEC 34 AS BEARING S 89D 41M 50S E BEG AT THE SE COR OF THE SW4 OF THE NW4 OF SD SEC 34 TH N 89D 47M 36S W COINCIDENT WITH THE S LN OF THE SW4 OF





Statement Of Taxes Due

Account Number R0168645

Parcel 0156534200004

Assessed To

SOARING HEIGHTS LLC
19975 N HIGHWAY 127
GARFIELD, AR 72732-9688

Legal Description

Situs Address

SECT.TWN,RNG:34-1-64 DESC: PORT OF THE SW4 OF THE NW4 OF SEC 34 DESC AS CONSIDERING THE N LN OF THE NW4 OF SD SEC 34 AS BEARING S 89D 41M 50S E BEG AT THE SE COR OF THE SW4 OF THE NW4 OF SD SEC 34 TH N 89D 47M 36S W COINCIDENT WITH THE S LN OF THE SW4 OF THE NW4 OF SD SEC 34 A DIST OF 1287/80 FT TO ... Additional Legal on File 12500 CAVANAUGH RD

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2025	\$142.08	\$0.00	\$0.00	(\$142.08)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 04/06/2026					\$0.00

Tax Billed at 2025 Rates for Tax Area 242 - 242

Authority	Mill Levy	Amount	Values	Actual	Assessed
SD 27 BOND (Brighton)	20.0410000	\$26.87	AG DRY FARMING LAND	\$4,966	\$1,341
SD 27 GENERAL (Brighton)	36.2490000	\$48.61	Total	\$4,966	\$1,341
Taxes Billed 2025	56.2900000	\$75.48			

Tax Billed at 2025 Rates for Tax Area 242 - 242

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.7150000	\$4.98	AG DRY FARMING LAND	\$4,966	\$1,340
FIRE DISTRICT 6 - GREATER B	17.5040000	\$23.46	Total	\$4,966	\$1,340
GENERAL	23.3550000	\$31.30			
RETIREMENT	0.3140000	\$0.42			
ROAD/BRIDGE	1.3000000	\$1.74			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.34			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.13			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$1.21			
SOCIAL SERVICES	2.2530000	\$3.02			
Taxes Billed 2025	49.6980000	\$66.60			

Tax amounts are subject to change due to endorsement, advertising, or fees.
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer & Public Trustee
4430 S Adams County Parkway, Suite W1000
Brighton, CO 80601
720-523-6160



LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107

E-mail: lscdenver@lscetrans.com

April 16, 2026

Ms. Elysa Briens
Dudek
605 Third Street
Encinitas, CA 92024

Re: Prairie Pass Battery
Energy Storage System
Adams County, CO
LSC #250200

Dear Ms. Briens:

In response to your request, LSC Transportation Consultants, Inc. has prepared this trip generation letter for the proposed Prairie Pass Battery Energy Storage System (BESS). The site is located south of E. 128th Avenue and east of Cavanaugh Road in Adams County, Colorado.

INTRODUCTION

The purpose of this letter is to estimate the trip generation potential for the currently proposed land use once it is operational.

LAND USE

The site is proposed to include a battery energy storage facility with minimal trips once in operation.

TRIP GENERATION

Table 1 shows the estimated average weekday daily and peak-hour trip generation potential for ongoing operations based on information provided by the applicant.

All vehicles are expected to be light trucks.

Table 1 also shows the estimated trip generation for the site based on the ITE *Trip Generation Manual* - the Utility use (LUC #170) is the closest use to the proposed BESS use.

CONCLUSIONS

1. The temporary traffic impact during construction will be considerably higher than once the site is in operation.

- 2. No turn lanes are recommended at the site access or at any area intersections because the impact will be temporary and the trips are expected to be spread out over time. A site-specific traffic control plan may be appropriate at the time of construction.

* * * * *

We trust this traffic impact analysis will assist you in gaining approval of the proposed Prairie Pass Battery Energy Storage System (BESS). Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By _____
 Christopher S. McGranahan, PE
 Principal/President



CSM/wc

4-16-25

Enclosure: Table 1

Table 1
ESTIMATED TRAFFIC GENERATION
Prairie Pass Battery Energy Storage System (BESS)
Adams County, CO
LSC #250200, April, 2026

Trip Generating Category	Quantity	Trip Generation Rates ^{(1) (2)}				Vehicle - Trips Generated					
		Average	AM Peak Hour		PM Peak Hour		Average	AM Peak Hour		PM Peak - Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
Daily Trip Generation Potential	1 BESS Site						4	1	0	0	1
Weekly Trip Generation Potential (Routine Operation)							2	1	0	0	1
Closest ITE Land Use Code to the Proposed BESS Use											
Utility ⁽²⁾	1 Employee	3.85	0.618	92.000	0.090	0.600	4	1	0	0	1

Notes:

(1) Source: Based on information provided by the Applicant because the proposed land use is not included in the ITE *Trip Generation Manual*.

(2) ITE Land Use Code #170 - Utility - based on one employee

Prairie Pass Neighborhood Meeting – Virtual Meeting

Date: October 22, 2025

Time: 6:00 PM

Location: Zoom Virtual Meeting

Recording Link: <https://www.youtube.com/watch?v=jyUQ5LUvog0>

Team Members Present:

- The Pachner Company
- Fire Risk Alliance
- Jupiter Power

Meeting Summary

The virtual neighborhood meeting for the Prairie Pass Energy Storage Project commenced at 6:00 PM on October 22, 2025. The project team opened the Zoom meeting room and remained online to allow time for community members to join.

Despite the allotted waiting period, **no attendees joined** the meeting.

Given the absence of participants, the project team proceeded with the planned presentation. Representatives from The Pachner Company, and Jupiter Power provided an overview of the Prairie Pass Energy Storage Project, outlining key project components, safety considerations, and anticipated next steps.

The full presentation was recorded, and the recording is available at the link provided above.

End of report