



Planning and Community Development Department

2880 International Circle, Colorado Springs, CO 80910

Phone 719.520.6300 | Fax 719.520.6695 | www.elpasoco.com

Type C Application Form (1-2B)

Please check the applicable application type (Note: each request requires completion of a separate application form):

- Administrative Relief
- Certificate of Designation, Minor
- Site Development Plan, Major
- Site Development Plan, Minor
- CMRS Co-Location Agreement
- Condominium Plat
- Crystal Park Plat
- Early Grading Request associated with a Preliminary Plan
- Maintenance Agreement
- Minor PUD Amendment
- Resubmittal of Application(s) (>3 times)
- Road or Facility Acceptance, Preliminary
- Road or Facility Acceptance, Final
- Townhome Plat

Administrative Special Use (mark one)

- Extended Family Dwelling
- Temporary Mining or Batch Plant
- Oil and/or Gas Operations
- Rural Home Occupation
- Tower Renewal
- Other _____

Construction Drawing Review and Permits (mark one)

- Approved Construction Drawing Amendment
- Review of Construction Drawings
- Construction Permit
- Major Final Plat
- Minor Subdivision with Improvements
- Site Development Plan, Major
- Site Development Plan, Minor
- Early Grading or Grading
- ESQCP

Minor Vacations (mark one)

- Vacation of Interior Lot Line(s)
- Utility, Drainage, or Sidewalk Easements
- Sight Visibility
- View Corridor

Other: _____

This application form shall be accompanied by all required support materials.

PROPERTY INFORMATION: Provide information to identify properties and the proposed development. Attached additional sheets if necessary.

Property Address(es): Please see attached addresses assigned for the Project.	
Tax ID/Parcel Numbers(s) 56000-00-123; 56000-00-140	Parcel size(s) in Acres: 4,998.37
Existing Land Use/Development: Rangeland/Agricultural	Zoning District: RR-5, A-35, A-5

- Check this box if **Administrative Relief** is being requested in association with this application and attach a completed Administrative Relief request form.
- Check this box if any **Waivers** are being requested in association with this application for development and attach a completed Waiver request form.

PROPERTY OWNER INFORMATION: Indicate the person(s) or organization(s) who own the property proposed for development. Attached additional sheets if there are multiple property owners.

Name (Individual or Organization): Please see attached property owner information.	
Mailing Address:	
Daytime Telephone:	Fax:
Email or Alternative Contact Information:	

Description of the request: (attach additional sheets if necessary):

Applicant requests approval of a Site Development Plan for the Pike Solar Project. The proposed site development disturbance area is limited to the 1,350 acre siting envelope and the transmission lines outside of the siting envelope.

For PCD Office Use:

Date:	File :
Rec'd By:	Receipt #:
DSD File #:	



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APPLICANT(S): Indicate person(s) submitting the application if different than the property owner(s) (attach additional sheets if necessary).

Name (Individual or Organization): Pike Solar LLC	
Mailing Address: 1710 29th Street, Suite 1068, Boulder, CO, 80301	
Daytime Telephone: 720.245.2922	Fax: 303.442.1981
Email or Alternative Contact Information:	

AUTHORIZED REPRESENTATIVE(S): Indicate the person(s) authorized to represent the property owner and/or applicants (attach additional sheets if necessary).

Name (Individual or Organization): Pike Solar LLC	
Mailing Address: 1710 29th Street, Suite 1068, Boulder, CO, 80301	
Daytime Telephone: 720.245.2922	Fax: 303.442.1981
Email or Alternative Contact Information: Sophie Kiepe, Project Planner: skiepe@juwiamericas.com	

AUTHORIZATION FOR OWNER’S APPLICANT(S)/REPRESENTATIVE(S):

An owner signature is not required to process a Type A or B Development Application. An owner's signature may only be executed by the owner or an authorized representative where the application is accompanied by a completed Authority to Represent/Owner's Affidavit naming the person as the owner's agent

OWNER/APPLICANT AUTHORIZATION:

To the best of my knowledge, the information on this application and all additional or supplemental documentation is true, factual and complete. I am fully aware that any misrepresentation of any information on this application may be grounds for denial or revocation. I have familiarized myself with the rules, regulations and procedures with respect to preparing and filing this application. I also understand that an incorrect submittal may delay review, and that any approval of this application is based on the representations made in the application and may be revoked on any breach of representation or condition(s) of approval. I verify that I am submitting all of the required materials as part of this application and as appropriate to this project, and I acknowledge that failure to submit all of the necessary materials to allow a complete review and reasonable determination of conformance with the County's rules, regulations and ordinances may result in my application not being accepted or may extend the length of time needed to review the project. I hereby agree to abide by all conditions of any approvals granted by El Paso County. I understand that such conditions shall apply to the subject property only and are a right or obligation transferable by sale. I acknowledge that I understand the implications of use or development restrictions that are a result of subdivision plat notes, deed restrictions, or restrictive covenants. I agree that if a conflict should result from the request I am submitting to El Paso County due to subdivision plat notes, deed restrictions, or restrictive covenants, it will be my responsibility to resolve any conflict. I hereby give permission to El Paso County, and applicable review agencies, to enter on the above described property with or without notice for the purposes of reviewing this development application and enforcing the provisions of the LDC. I agree to at all times maintain proper facilities and safe access for inspection of the property by El Paso County while this application is pending.

Owner (s) Signature: Date: 2/1/2022

Owner (s) Signature: _____ Date: _____

Applicant (s) Signature: Date: 2/1/2022

Property Owner Information:

City of Colorado Springs, Colorado, a home-rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities

121 South Tejon Street, 5th Floor

Colorado Springs, CO 80903

Pike Solar Project Addresses Summary

- Project Substation: 13600 Arrays Place
- Williams Creek Substation: 10732 and 10730 Irradiance Drive
- BESS: 13580 Arrays Place
- Proposed 230 kV project Gen-Tie line: 13640 Arrays Place
- O&M Building: 13530 Arrays Place
- CSU Pump House: to be reassigned to 13875 Williams Creek Road
- Area 1 Gate: 11685 Whitetop Way
- Area 2 Gates: 11680 Whitetop Way
- Area 3 Gates: 11990 Arrays Place
- Area 4 Gates: 12850 Arrays Place
- Area 5 Gates: 13536 Arrays Place
 - Suggested as the informal overall 'Project Address'
- Area 6 Gate: 13765 Williams Creek Road
- Area 7 Gates: 11145 Kochia Court
- Area 8 Gates: 11916 Kochia Court

LEASE

This Lease ("Lease") is effective as of the date of the last signature hereto ("Effective Date"), to Pike Solar LLC, a Delaware limited liability company ("Lessee"), by the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, ("City") on behalf of its enterprise Colorado Springs Utilities ("Utilities"), whose street address is 121 South Tejon Street, 5th Floor, Colorado Springs, Colorado (both Lessee and Utilities are hereinafter collectively referred to as "Parties") for the sum of \$1.00 and other good and valuable consideration as set forth below.

Recitals

WHEREAS, the City of Colorado Springs on behalf of its enterprise, Utilities, owns the property described in **Exhibit O-A** ("Utilities' Property") and is willing to lease a portion of the property to Lessee ("Lease Area") as provided in **Exhibit O-B** and **Exhibit O-C**; and

WHEREAS, **Exhibit O-B** is a graphic representation of the Lease Area, the legal description in **Exhibit O-C** describes, or will describe, the Lease Area, and if the legal description in **Exhibit O-C** is inconsistent with the graphic representation in **Exhibit O-B**, the legal description will be used to resolve the conflict; and

WHEREAS, Utilities operates and maintains various utility facilities on the Utilities' Property; and

WHEREAS, Lessee does hereby request this Lease for the purposes of installing and operating a solar array and associated batteries on the Lease Area; and

WHEREAS, the Parties executed the Solar Power Purchase Agreement, Contract Number # 202014932, on September 14, 2020 (as such agreement may be amended, modified or otherwise supplemented from time to time, the "PPA"); and

WHEREAS, Utilities is obligated to protect its utility infrastructure and access to its utility infrastructure on the Utilities' Property; and

WHEREAS, the Parties hereby enter into this Lease.

REDACTION NOTE:

Pages Removed from Lease Document for Purposes of Submittal to El Paso County. Note that only first and signature pages included.

Please refer to Exhibits O-A and O-B (Pages 19 and 20) for reference of Lease Area.

City of Colorado Springs, Colorado,
a home-rule city and Colorado municipal corporation,
on behalf of its enterprise Colorado Springs Utilities

By: [Signature]

Name: ARAM BENYAMIN

Title: CEO COLORADO SPRING UTILITIES

Date: SEPT. 15th, 2020

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing was acknowledged before me this 15th day of September, 2020,
by Aram Benjamin, CEO of the City of Colorado Springs, Colorado, a
home-rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs
Utilities.

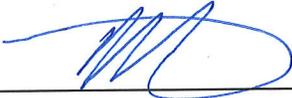
[Signature: Linda Cucinelli]
Notary Public

My Commission Expires: 7/20/24

Approved as to form:
[Signature: Bethany Bungen]
City Attorney's Office – Utilities Division

LINDA CUCINELLI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204024868
MY COMMISSION EXPIRES 07/20/2024

PIKE SOLAR LLC

By: 

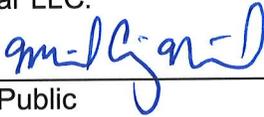
Name: Michael J. Martin

Title: President

Date: September 14, 2020

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing was acknowledged before me this 14th day of September, 2020,
by Michael J. Martin, President of Pike Solar LLC.


Notary Public

My Commission Expires: 05/10/2023

MICHAEL CRAIG NICHOLS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194017912
MY COMMISSION EXPIRES MAY 10, 2023

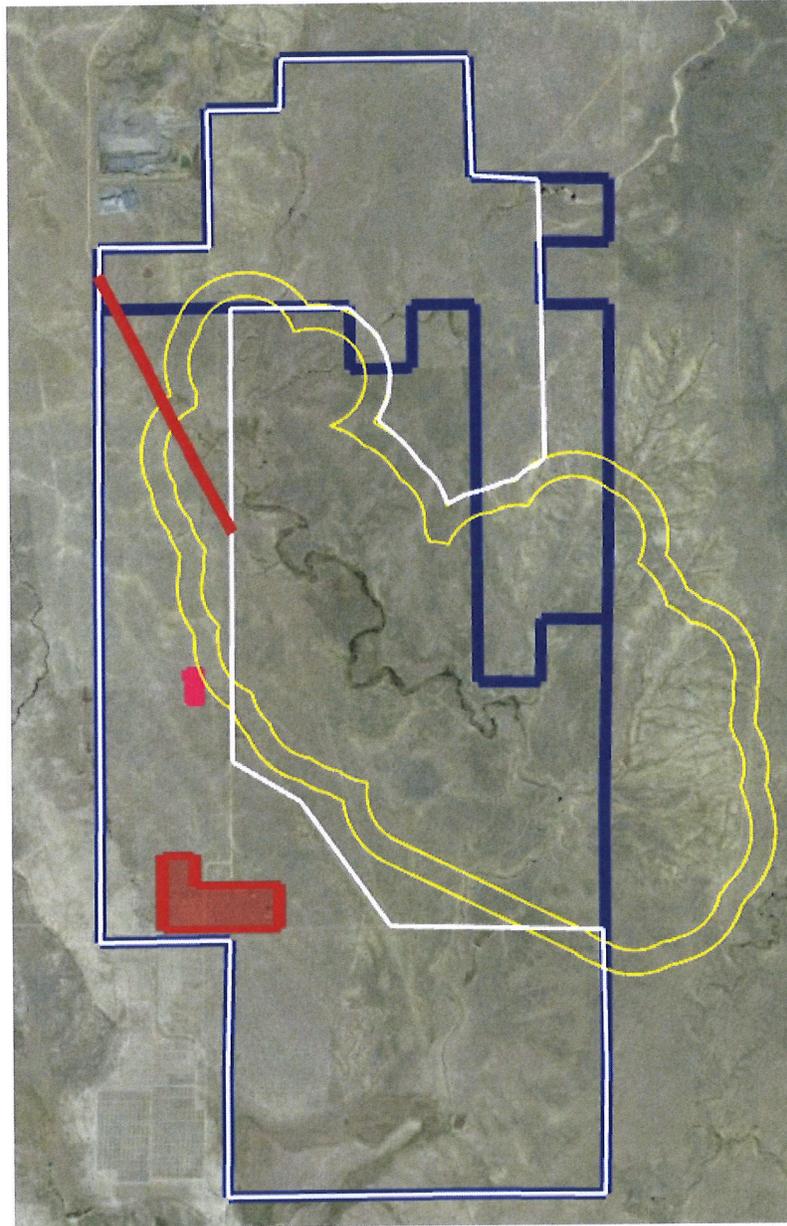
EXHIBIT O-A

Utilities' Property

PARCEL	NAME	ACREAGE	COUNTY	STATE	LEGAL DESCRIPTION
56000-00-123	CITY OF COLORADO SPRINGS	3,654.65	EL PASO	COLORADO	<p>S:19 T: 16S R: 64W SE4NW4, LOT 3 & 4 S:30 T:16S R:64W LOTS 1, 2, 3, 4, E2NW4, E2SW4; S:31 T: 16S R:64W W2NW4; E2NW4; S:13 T:16S R:65W ALL EX NW4NE4; S:14 T:16S R:65W E2; S:23 T:16S R:65W E2; S:24 T:16S R:65W ALL; S:25 T:16S R:65W ALL; S:26 T:16S R:65W NE4; S:36 T:16S R:65W N2</p>
56000-00-140	CITY OF COLORADO SPRINGS	1,309.36	EL PASO	COLORADO	<p>S:12 T:16S R:65W ALL EX TR CONV BY BK 5734-253; S:11 T:16S R:65W E2 EX TR CONV BY BK 5734-253; S:13 T:16S R:65W NW4NE4; S:7 T:16S R:64W NE4SW4, LOTS 3, 4; S:18 T:16S R:64W E2W2, LOTS 1, 2, 3, 4; S:19 T:16S R:64W LOTS 1, 2, NE4NW4</p>

EXHIBIT O-B

Lease Area (Graphic Depiction)



-  - "Excluded Area" except for the Access and Transmission Areas
-  - Reservoir Setback
-  - BESS Expansion Area
-  - Lease Area
-  - Utilities' Property

EXHIBIT O-C

Lease Area (Surveyed Areas and Legal Description and Depiction)

The Parties acknowledge and agree that the specific boundaries of the Lease Area described on Exhibit O-B will be surveyed by or on behalf of Lessee and that a metes and bounds legal description will correspondingly be prepared pursuant to Section 1 of the Lease. The Parties agree that the survey of the final Lease Area must not extend beyond the boundaries of the Lease Area as depicted on Exhibit O-B, absent Utilities' consent. Promptly following the completion of such metes and bounds legal description, the Parties agree that this Exhibit O-C will be amended and restated to contain such metes and bounds legal description and will include an updated depiction to show the Lease Area, the BESS Expansion Area, and the Access and Transmission Areas.

FIRST AMENDMENT TO LEASE

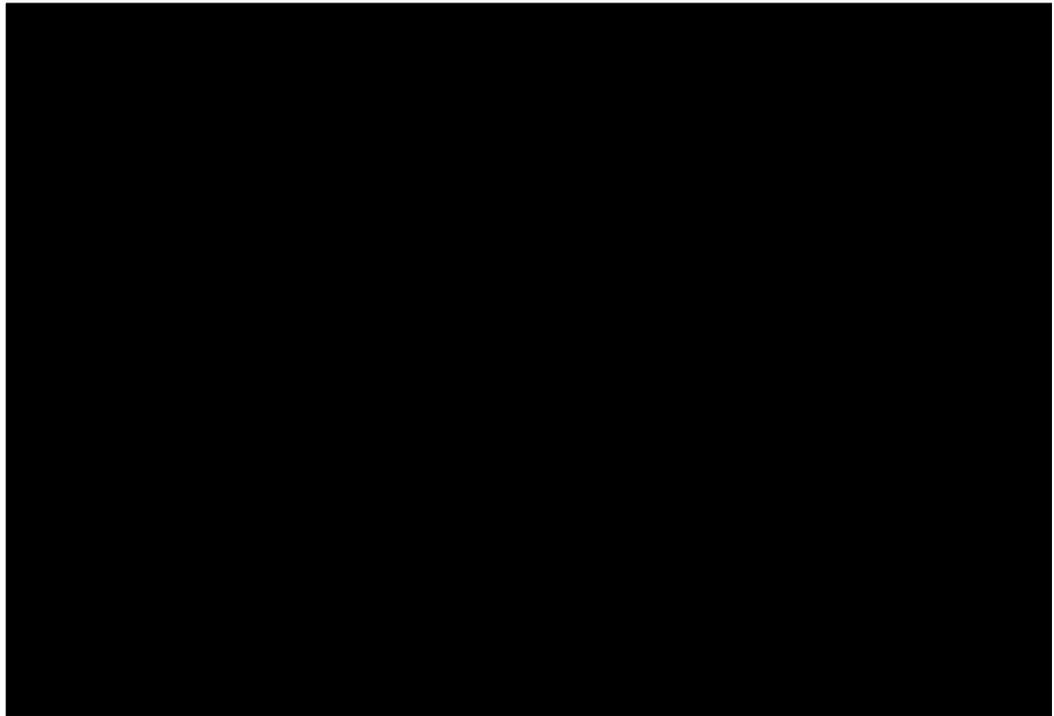
THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”), dated as of April 13, 2021, is entered into by and between **Pike Solar LLC**, a Delaware limited liability company (“**Lessee**”), and the **City of Colorado Springs, Colorado a home rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities (“Utilities”)**. Lessee and Utilities may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

- A. The Parties entered into a Lease dated September 15, 2020 (the “**Original Lease**”) pursuant to which Utilities granted Lessee a lease to enter, occupy and use the Lease Area on the terms and subject to the conditions set forth therein. Defined terms used therein and not defined herein shall have the meaning set forth in the Original Lease.
- B. The Parties desire to amend the Original Lease as provided herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments.

- a. The Parties hereby agree to delete the second paragraph of Section 1 of the Original Lease and completely replace such second paragraph of Section 1 with the following:



- 4. Continuation of Original Lease. Except as specified in this First Amendment, the provisions of the Original Lease shall remain in full force and effect, and such provisions are hereby ratified and confirmed. If there is a conflict between the terms of this First Amendment, on one hand, and those contained in the Original Lease, on the other hand, the terms of this First Amendment shall control.

5. Miscellaneous.

(a) Amendment Only. The First Amendment is the only agreement amending and modifying the provisions of the Original Lease.

(b) Effectiveness of the Original Lease. The Parties hereby affirm and ratify all of the provisions of the Original Lease not modified by this First Amendment. Except as amended by this First Amendment, the provisions of the Original Lease are not changed, altered or amended and they remain in full force and effect.

(c) Governing Law. This First Amendment shall be governed and construed under the Laws.

(d) Severability. If any provision of this First Amendment is held to be invalid or unenforceable, such provisions will not affect in any respect the validity or enforceability of the remainder of this First Amendment. If practicable, the Parties shall substitute for any invalid provision, a valid provision that most closely approximates the economic effect and intent of the invalid provision.

(e) Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

(f) Authority. The signatories hereto each warrant that he or she has the authority to execute this First Amendment on behalf of the Party for which he or she is signing and that such entity has executed this First Amendment pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.

(g) Counterparts. This First Amendment may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. This First Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all the Parties hereto. Signatures may be exchanged by electronic delivery, with the original signatures to follow. Each Party to this First Amendment agrees that it will be bound by its own signature delivered by electronic means and that it accepts the signatures of the other Party to this First Amendment delivered by electronic means.

[signatures follow on the next page]

The Parties have entered into this First Amendment as of the date first written above.

OWNER:

City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities

By: 

Name: Aram Benyamin

Title: CEO - Colorado Springs Utilities

Date: April 20th, 2021

APPROVED AS TO FORM:

**CITY ATTORNEYS OFFICE
UTILITIES DIVISION**

FOR RENE
LONGDON

TIM SCHEIDERER
ATTORNEY
4/23/21

Pike Solar LLC., a Delaware limited liability company

By: 

Name: Michael J. Martin

Its: President